

AFTER RECORDING, RETURN TO:

City Secretary  
City of McKinney  
P.O. Box 517  
222 N. Tennessee Street  
McKinney, Texas 75069

**City of McKinney, Texas**  
**ANNEXATION AND DEVELOPMENT AGREEMENT**  
*For*  
**Approximately Eighty-Four (84) Acres of Land**  
**Situated in an Area South of Farm-to-Market Road 543 (FM 543)**  
**and East of County Road 202 (CR 202)**

This ANNEXATION AND DEVELOPMENT AGREEMENT (“Annexation Agreement”), is entered into pursuant to Chapter 43 and Section 212.172 of the Texas Local Government Code and Chapter 142 of the Code of Ordinances, City of McKinney, Texas (“McKinney Code”) effective the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, by and between the **CITY OF MCKINNEY**, a Texas municipal corporation and home-rule city (“CITY”) and the **ESTATE OF TOM B. WILSON, SR.**, (the “Wilson Estate”) whose address is 22 Citrus Way, Lucas, TX 75002 and the **HEFNER LIVING TRUST** (the “Hefner Trust”) whose address is 7322 County Road 202, McKinney, TX, 75071 who are the present owners of the subject property at the time of the execution of this Annexation Agreement (collectively the “OWNERS”), witnesseth that:

WHEREAS, the OWNERS own certain real property located within the extraterritorial jurisdiction (“ETJ”) of the CITY that is more particularly described herein below and identified as the “Property”; and

WHEREAS, the Wilson Estate has voluntarily requested that the CITY acting by and through its City Council annex that portion of the Property owned by the Wilson Estate into the CITY’s corporate limits; and

WHEREAS, the Hefner Trust has voluntarily requested that the CITY acting by and through its City Council annex that portion of the Property owned by the Hefner Trust into the CITY’s corporate limits; and

WHEREAS, the CITY desires to annex the entirety of the Property into the CITY’s corporate limits but is currently unable to annex the Property because while the Property is within the CITY’s ETJ, the Property is not currently abutting and adjacent to the CITY’s corporate limits as required by Tex. Loc. Gov’t Code Chapter 43; and

WHEREAS, the Wilson Estate and the Hefner Trust understand that the:

- (1) the OWNERS are not required to enter into this Annexation Agreement; and
- (2) the CITY may only annex the Property in accordance with the requirements of Tex. Loc. Gov't Code Chapter 43; and
- (3) CITY's annexation of the Property requires the consent of the OWNERS; and
- (4) CITY waives its immunity to suit if the CITY fails to provide municipal services as required by the Service Plan between the OWNERS and CITY or otherwise breaches this Annexation Agreement; and

WHEREAS, the Wilson Estate and the Hefner Trust remain committed to annexing the entirety of the Property into the CITY's corporate limits; and

WHEREAS, the OWNERS and CITY have entered into this Annexation Agreement pursuant to the authority provided by Chapter 43 and Section 212.172, *et seq.*, of the Texas Local Government Code, in order to address the desires of the OWNERS and the CITY and the procedures of the CITY; and

WHEREAS, the Wilson Estate and the Hefner Trust and the CITY have entered into this Annexation Agreement to allow the CITY to annex the Property into the CITY's corporate limits as soon as allowed by Texas law; and

WHEREAS, the physical location of the Property and the lack of adequate roadway and utility facilities to serve the Property demonstrate that infrastructure improvements will likely be required as a condition to development in the future; and

WHEREAS, OWNERS understand that prior to record platting the Property the CITY's development standards and ordinances will require the then Owner(s) and/or any Developer(s) to fund and construct certain roadway and utility improvements, as set forth in the CITY's Subdivision Ordinance, that are necessitated by the development of the Property and a general statement of such required public improvements (based on existing conditions) is outlined herein; and

WHEREAS, a Construction Facilities Agreement specific to the then proposed use of the Property may be required at such time as development of the Property begins which may supersede or amend this Agreement by setting forth in detail the public improvements that will be required for the Property and until such occurrence all applicable ordinances and the terms of this Agreement

shall govern the Property's development and provide notice to the OWNER of the CITY's development requirements; and

WHEREAS, the OWNERS, together with the OWNERS' respective grantees, assigns, successors, trustees and all others holding any interest now or in the future, agree and enter into this Agreement which shall operate as a covenant running with the land and be binding upon the OWNERS, their representatives, grantees, assigns, successors, trustees and all others holding any interest now or in the future.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein the OWNERS and CITY agree as follows:

A. INCORPORATION OF RECITALS

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

B. PROPERTY

This Agreement is for two separate tracts of land containing approximately eighty-four (84) acres of land, more or less, located in the ETJ of the City of McKinney, in an area located south of Farm to Market Road 543 (FM 543) and east of County Road 202 (CR 202) and is more fully described in Exhibit "A" attached to this Agreement as "Tract 1" and "Tract 2," respectively, which Exhibit "A" is fully incorporated herein by reference for all purposes allowed by law (the "Property"). The land identified as "Tract 1" in Exhibit "A" containing approximately 29.852 acres of land, more or less, is owned by the Wilson Estate (the "Wilson Tract") and is situated adjacent to the southern boundary of FM 543 and the eastern boundary of CR 202. The land identified as "Tract 2" in Exhibit "A" containing approximately 54.05 acres of land, more or less, is owned by the Hefner Trust (the "Hefner Tract") and is situated adjacent to the southern boundary of the Wilson Tract.

C. ANNEXATION AND COVENANT RUNNING WITH THE LAND

1. It is specifically understood and agreed that the Property is outside the CITY's corporate limits and that the CITY has not identified the Property in its Annexation Plan. It is also specifically understood and agreed that but for the OWNERS' petition requesting the Property be annexed into the CITY's corporate limits the Property would remain outside the CITY's corporate limits and within the CITY's extra-territorial jurisdiction.
2. The Wilson Estate and the CITY hereby specifically renew and confirm their agreement that the entirety of the Wilson Property shall be annexed into the CITY's corporate limits as soon as the City's corporate limits are considered adjacent to and abutting any part or portion of the Wilson Property; and, that this

obligation to annex the Wilson Property shall constitute and hereafter be a covenant running with the land.

3. The Hefner Trust and the CITY hereby specifically renew and confirm their agreement that the entirety of the Hefner Property shall be annexed into the CITY's corporate limits as soon as the City's corporate limits are considered adjacent to and abutting any part or portion of the Hefner Property; and, that this obligation to annex the Hefner Property shall constitute and hereafter be a covenant running with the land.
4. OWNERS and OWNERS' respective successors, assigns, and heirs shall hereafter notify every purchaser of all, or any part, portion, tract, or lot situated within and about the Property of this covenant running with the land to annex the Property into the CITY's corporate limits as soon as the City's corporate limits are considered adjacent to and abutting any part or portion of the Property.
5. It is further understood and agreed that the CITY may have some of the public improvements in place necessary to serve the Property. It is also understood and agreed, however, that the CITY does not have any plans to improve or construct the roadways, extend the water, sanitary sewer and storm sewer lines, and construct the parks necessary to serve the Property. Neither does the CITY have the funds budgeted or otherwise available or projects and bonds approved by the voters to provide the public improvements necessary to serve the Property.
6. **The OWNERS acknowledge that the Property is within the CITY's extra-territorial jurisdiction and represent to the CITY that the OWNERS have not engaged in any discussions or negotiations with any other city or town seeking to have the Property annexed into the extra-territorial jurisdiction or corporate limits of any municipality or town save and except the CITY. The OWNERS specifically understand and agree that the CITY shall have no obligation to design, extend, construct and provide the public improvements necessary to serve the Property and that should OWNERS desire to develop the Property prior to the time that adequate public improvements are on or adjacent to the Property, it shall be the OWNERS' responsibility and obligation to design, extend and construct such public improvements. The OWNERS do hereby, in exchange for the annexation of the Property, waive and hold harmless and agree to indemnify the CITY from and against any and all claims or demands that the CITY design, extend, construct and provide the public improvements necessary to serve the Property.**

D. ZONING, PLATTING, AND DEVELOPMENT

1. It is hereby agreed by and between the OWNERS and CITY pursuant to Tex. Loc. Gov't Code § 212.172(b) that until such time as the Property is annexed into the corporate limits of the CITY, the Property shall be developed in accordance with the following requirements:
  - a. All uses of land within, upon, over, across, and about the Property shall conform to, comply with, and be limited to those permitted uses and space limits allowed in Section 146-106, "SF5-Single Family Residential District," of the Code of Ordinances, City of McKinney, Texas ("McKinney Code"); and
  - b. The Property and all proposed development on the Property shall be platted, if required by applicable ordinance or state law, in accordance with the McKinney Code Chapter 142, "Subdivision Regulations" and Engineering Design Manual, and Standard Details for Construction together with any variances thereto, then in force, before any Development Permit will be issued by CITY for the development of the Property; and
  - c. The Property and all development on the Property shall also be subject to all other requirements of the McKinney Code specifically including, but not limited to, Chapter 42, "Fire Prevention and Protection," Chapter 90, "Streets and Sidewalks," Chapter 94, "Standards for Public Swimming Pools, Spas, and Public Interactive Water Features and Fountains," Chapter 110, "Utilities," Chapter 122, "Construction Regulations," Chapter 130, "Land Development Regulations," Chapter 138, "Special Use Regulations," Chapter 142, "Subdivision Regulations," and Chapter 146, "Zoning Regulations" save and except that all building permits will be obtained by and through Collin County, Texas until such time as the Property is annexed into the CITY's corporate limits; and
  - d. The OWNERS shall dedicate parkland to the CITY in accordance with McKinney Code § 142-157 or pay money in lieu of dedicating land in accordance with McKinney Code § 142-158, as further explained in Paragraph F below; and,
  - e. All rights-of-ways and easements necessary to serve the Property shall be obtained by OWNERS and dedicated to CITY at no cost to CITY in a form acceptable to CITY; and
  - f. All public improvements including but not limited to roadways, water lines, storm water lines, and sanitary sewer lines shall be designed and constructed by OWNERS at no cost to CITY, subject to the availability of any offsets or credits, and permitted, and inspected by CITY in strict accordance with the requirements of the McKinney Code and as further explained in Paragraph E below; and

- g. All buildings, structures, and site improvements shall be designed and constructed by OWNERS in strict accordance with the requirements of the McKinney Code; and
  - h. OWNERS further agree that OWNERS and their successors, heirs and assigns shall pay fees to Collin County, Texas and obtain permits and inspections from Collin County, Texas for all buildings, structures, and related appurtenances thereto designed, constructed and installed on the Property until such time as the Property is annexed into the CITY's corporate limits; and
  - i. OWNERS also agree that OWNERS shall, following the approval by Collin County, Texas of each requested building permit, submit the Collin County approved site plan / plot plan showing the building setbacks (in accordance with the standards required by this Annexation Agreement) in the submittal package for any water meter request to the CITY; and
  - j. OWNERS hereby agree that the OWNERS shall make any required modifications to the above-referenced approved site plan / plot plan that may be identified by CITY as being necessary to comply with the setback requirements of the McKinney Code, and that any failure by OWNERS to so act shall empower and authorize the CITY to withhold approval of the issuance of requested water meters until corrected or cured.
2. It is hereby agreed by and between the OWNERS and CITY pursuant to Tex. Loc. Gov't Code § 212.172(b) that upon the annexation of the Property into the corporate limits of the CITY, the Property shall be zoned "SF5-Single Family Residential District", and as amended, per Section 146-106 of the McKinney Code.
3. Any additional or further development or redevelopment of the Property following the annexation thereof shall also be platted, if required by applicable ordinance or state law, in accordance with the CITY's Zoning Ordinance and Subdivision Ordinance and Engineering Design Manual, and Standard Details for Construction together with any variances thereto, then in force, before any Development Permit or Building Permit will be issued for the development of the Property.

E. PUBLIC IMPROVEMENTS

All public improvements, including utilities, drainage structures and easements, roadways, sidewalks, hike and bike trails, street lighting, street signage, rights-of-ways, parkland dedication and all other required improvements and dedications shall be constructed and provided to the CITY by the OWNERS, at no cost to the CITY, in accordance with the CITY's Ordinances which are then in effect. The following provides a general description of the minimum construction requirements

for roadways and utilities which, under current conditions, would be required by OWNERS as a condition to development of the Property (subject to the City's approval of phases or partial development):

1. Traffic Impact Analysis. The OWNERS may be required to cause a Traffic Impact Analysis ("TIA") to be performed by a professional engineer acceptable to the CITY at the time of development, and prior to platting the Property provided that OWNERS fully comply with all of the provisions of this Agreement and the land uses and requirements set out in the McKinney Code and this Agreement. If required, the TIA must be performed by a professional engineer acceptable to the CITY in accordance with the requirements of Section 2.13 of the Engineering Design Manual, as amended.
  
2. Off-site Roadway Level of Service. The OWNERS of the Property must maintain the greater of the then current Level of Service ("LOS") on the roadway system serving the Property or Level of Service "D" on the roadways between the Property and the nearest major roadway based on the anticipated traffic routes from/to the Property as approved by the CITY Engineer. A major roadway is defined as an improved four (4) lane divided roadway (which major roadway section is classified as an "Arterial Roadway" as defined by the CITY), a TxDOT maintained roadway, or a U.S. Highway (i.e., US 75 and US 380).
  - a. The OWNERS will be required to obtain and dedicate to the CITY, at no cost to the CITY, all rights-of-way and easements as may be necessary to construct any off-site roadway improvements identified on the TIA as being necessary to serve the OWNERS' proposed development of the Property.
  
  - b. The OWNERS will also be required to construct, at no cost to the CITY, any off-site roadway improvements that are identified on the TIA as being necessary to serve the OWNERS' proposed development of the Property in accordance with the CITY's Street Design Standards, then in effect, or as may be otherwise agreed by the CITY.
  
  - c. The CITY may, in its sole discretion, enter into a separate agreement with the OWNERS that will allow the OWNERS to fulfill their obligations under this Paragraph No. E(2) and also allow the CITY to make any additional roadway improvements that the CITY determines should be made in coordination with the OWNERS' off-site roadway improvements and which additional CITY roadway improvements are not identified in the TIA as being necessary to or required by the development of the Property.
  
  - d. The OWNERS must provide all appropriate documentation regarding the necessary rights-of-way and off-site roadway construction to the CITY Engineer for approval.

3. Right-of Way Dedication. The OWNERS shall dedicate to the CITY, at no cost to the CITY, that amount of right-of-way along perimeter roadways adjacent to the Property which will yield at least one-half (½) of the ultimate right-of-way width that is not already dedicated by plat or legal instrument as road right-of-way, at such time as development occurs. If a Master Plan roadway is situated on or across the Property, the OWNERS shall dedicate to the CITY the full right-of-way for such Master Plan roadway at such time as development occurs. The CITY will compensate the OWNERS for that portion of the Master Plan roadway right-of-way that is so dedicated, and which is not roughly proportionate to the impact the development of the Property will have on the CITY's roadway system. The OWNERS shall dedicate all right-of-way for the interior streets serving the Property at the time of development. The OWNERS shall also dedicate all easements necessary for construction and safety purposes for roadways on the Property and perimeter roadways adjacent to the Property as required hereinabove. The final alignment of right-of-way dedications shall be consistent with the CITY's Thoroughfare Development Plan and as approved by the CITY Engineer.

Notwithstanding the foregoing, as it relates to the perimeter roadways adjacent to the Property the OWNERS and the CITY hereby agree that OWNERS shall dedicate at no cost to City the following rights-of-ways:

- a. A sixty-two-foot (62') wide right-of-way approximately one thousand one hundred fifty-two feet (1,152') in length along and adjacent to the northern boundary of the Property for the improvement of FM 543 based on CITY and TxDOT review plus any required left and/or right turn lanes; and
  - b. A thirty-foot (30') wide right-of-way approximately two thousand seven hundred five feet (2,705') in length along and adjacent to the western boundary of the Property for the improvement of CR 202.
4. Roadway Plan Approval. All roadway construction plans shall be approved by the CITY's Engineer or his agent prior to approval of a Development Permit for any portion of the Property.
  5. Roadway Construction. The OWNERS shall construct, at no cost to the CITY, all required roadway improvements in accordance with the CITY's Subdivision Ordinance and Street Design Standards, then in effect. In addition to complying with the CITY's ordinance and standards, the OWNERS shall also comply with TxDOT's standards and specifications when the roadway improvements are being made on along, about or to TxDOT roadways. In the event of a conflict between the CITY's requirements and TxDOT's requirements the OWNERS shall comply with the more stringent of those requirements.
    - a. Gravel and seal coat roadways are not acceptable.



- b. Roadways along the anticipated traffic routes must be reinforced concrete pavement with appropriate subgrade treatment all of which items must be approved by the CITY Engineer. The pavement on all such roadways must be designed for a minimum service life of thirty (30) years without the need for any major maintenance overhauls.
- c. A pavement analysis shall be performed by the OWNERS, at no cost to the CITY, to determine the adequacy of the current pavement structure to handle the OWNERS' projected traffic along with existing traffic volumes and recommendations by the OWNERS must be made based upon the analysis for roadway improvements as needed. The OWNERS shall create a pavement design to handle the expected traffic volumes and other criteria as determined by the circumstances surrounding the development of the Property and as approved by the CITY Engineer.
- d. Additional roadway improvements may be required to maintain safe roadway conditions. The determination regarding what additional improvements may be necessary shall be based upon the engineering judgment of the CITY Engineer and good engineering practices criteria.
- e. If the CITY has a project to construct any of the roadways for which the OWNERS are responsible, in whole or in part, the CITY and the OWNERS may enter into a separate agreement whereby the OWNERS are allowed, in the sole discretion of the CITY, to provide the CITY a cash escrow in an amount that will cover the OWNERS' roughly proportionate obligation for construction of such roadway(s) in lieu of constructing said roadway improvements.
- f. OWNERS and CITY hereby agree that OWNERS shall at no cost to the CITY design and construct in accordance with TxDOT's requirements and the CITY's Engineering Design Manual and Standard Details for Construction and subject to the Director of Engineering's approval the westbound left-turn lanes and eastbound right-turn lanes at the intersection of FM 543 and Steiger Trail and the westbound left-turn lanes and eastbound right-turn lanes at the intersection of FM 543 and CR 202 together with all appurtenances related thereto necessary to provide a completed roadway within the right-of-way dedicated to the CITY by DEVELOPER for that purpose immediately adjacent to the northern boundary of the Property. Developer shall not be responsible for reconstruction of FM 543 as it is a TxDOT facility.
- g. OWNERS and CITY hereby agree that OWNERS shall at no cost to the CITY design and construct in accordance with the CITY's Engineering Design Manual and Standard Details for Construction and subject to the Director of Engineering's approval approximately two thousand seven hundred five (2,705) linear feet of the two lanes, 24' wide pavement, of CR 202 together

with all appurtenances related thereto necessary to provide a completed roadway within the right-of-way dedicated to the CITY by DEVELOPER for that purpose immediately adjacent to the western boundary of the Property.

6. Utility Easement Dedication. The OWNERS shall dedicate to the CITY, at no cost to CITY, that amount of easement across the Property as deemed necessary by the CITY Engineer to facilitate the construction of water and wastewater utilities as shown on the CITY's Master Plans for Water and Wastewater (hereafter referred to collectively as the "Master Plans") and as approved by the CITY Engineer. The final alignment of easement dedications shall be consistent with the City's Master Plans and as approved by the City Engineer.

The CITY acknowledges that the CITY has received the dedication of certain sanitary sewer easements located off-site from the Property ("Off-Site Easements") that will accommodate an off-site sanitary sewer line that has been designed by another developer (the "Off-Site Developer"). It is anticipated that OWNERS may be able to tie into and use the off-site sanitary sewer line to serve the needs of the Property, in part at least. If the Off-Site Developer has not commenced construction of the off-site sanitary sewer line before the OWNERS need the off-site sanitary sewer line constructed to serve the Property, the OWNERS may negotiate with the Off-Site Developer to use the Off-Site Developer's design plans for the off-site sanitary sewer line and construct the off-site sanitary sewer line in the Off-Site Easements at no cost to CITY. OWNERS understand that CITY makes no guarantees or assurances that the Off-Site Easement are all of the easements needed or necessary to construct the sanitary sewer lines required to serve the Property.

7. Utility Plan Approval. All utility plans and improvements are subject to the approval of the CITY Engineer, and all utility lines shall be constructed of materials of a quality and grade meeting at least the minimum standards specified by the CITY's Engineering Department. Upon approval of all utility construction plans for the Property by the CITY Engineer, or his designee, the OWNERS may develop in accordance with such approved plans.
8. Utility Construction. The OWNERS shall construct, at their sole cost, all necessary utility lines up to twelve inches (12") in diameter to provide service to the Property in accordance with the CITY's standards or as required by the Master Plans, at such time as demand on the Property requires or concurrent with the development of the Property, as determined by the CITY. The OWNERS shall also construct, at no cost to the CITY, all necessary utility lines to serve the interior of the Property; said lines shall be at least eight inches (8") in diameter or larger as demand of the development on the Property requires. In addition to the requirements stated herein, the OWNERS shall construct any necessary off-site and/or oversize utility improvements up to the sizes shown on Master Plans and as per City of McKinney standards. In the event the proposed

development of the Property requires utility improvements in excess of the CITY's minimum standards and Master Plans the OWNERS shall construct any off-site and oversized utility improvements as may be required to serve the Property. No septic systems shall be permitted.

F. PARKLAND

The OWNERS' obligation to dedicate land for park purposes necessary to serve the residential development on the Property shall be satisfied by the payment of money to CITY in lieu of dedicating land. The amount of cash to be paid in lieu of parkland dedication shall be determined based upon the Collin Central Appraisal District's most recent appraisal of all or part of the Property at the time the fees are paid for any future phase of development and shall be computed under the current ordinance requirement of one (1) acre of parkland dedication, outside of any floodplain on the Property, for each fifty (50) single-family residential lots.

1. If the CITY allows the Property to be developed in phases the OWNERS's payment of cash in lieu of land dedication shall be made in proportion to the number of residential lots being platted at the time each such phase is platted. In any event, all cash in lieu of land dedication shall be paid to the CITY by the OWNERS prior to the platting of the last phase of development of the Property. The OWNERS shall not be allowed to file the plat for the last phase of the Property until the cash payment in lieu of parkland dedication is satisfied.

G. AVAILABILITY OF WATER AND WASTEWATER SERVICE IN THE FUTURE

The CITY makes no guarantee that water supply or wastewater treatment capacity will be available at any particular time or place, it being fully understood by both parties hereto that the ability of the CITY to supply water and wastewater services is subject to its contract with the North Texas Municipal Water District, a governmental agency and body politic and corporate, hereinafter referred to as "N.T.M.W.D.", and that this Agreement will only allow utilization of the CITY's water and wastewater system capacity when and if capacity is present and available from the N.T.M.W.D. Notwithstanding the foregoing, the CITY will supply the development on the Property with water supply and wastewater treatment capacity if such capacity is present and available from N.T.M.W.D. The CITY shall be the sole judge of the availability of such capacity of water supply and/or wastewater services, provided, however, that the CITY will attempt to insure that said water supply and wastewater treatment capacity is available.

H. CITY DEVELOPMENT ORDINANCES

The OWNERS shall develop the Property in accordance with the standards set forth in the CITY's Zoning, Subdivision and land development ordinances, including but not limited to provisions regarding drainage, erosion control, pro-rata payments, parkland dedication, storm water management, tree preservation, Street Design

Standards, Public Improvements Policy and construction standards. The OWNERS expressly acknowledge that by entering into this Agreement, the OWNERS, their successors, assigns, vendors, grantees, and/or trustees, shall not construe any language contained herein or in any exhibits attached hereto as waiving any of the requirements of the CITY's Zoning Ordinance or Subdivision Ordinance or any other ordinance of the CITY, as applicable.

I. TREE ORDINANCE

OWNERS expressly acknowledge the McKinney Tree Preservation Ordinance and the duty to develop the Property in accordance with the standards contained therein and any amendments to those standards.

J. STORMWATER

OWNERS agrees to abide by all terms of the McKinney Storm Water Ordinance set out in Article IV, "Stormwater Management," of Chapter 130, "Land Development Regulations," of the Code of Ordinances, City of McKinney, Texas, as amended.

K. PRO-RATA FEES

Off-site water and sewer facilities may be subject to either pro rata payments paid to third parties or reimbursements collected from third parties in accordance with City Ordinances. For any applicable off-site facilities in place as of the date of OWNERS' development of the Property, the OWNERS shall be responsible to pay applicable pro-rata fees in the amount of one-half (½) of the actual construction and engineering costs of up to a twelve-inch (12") diameter pipe if off-site facilities have been constructed adjacent to the Property by the CITY or any other party prior to the date hereof and the OWNERS utilize such facilities for the Property. If, however, the water or sewer facilities are bounded on both sides by the Property then the OWNERS shall be responsible to pay applicable pro-rata fees in the full amount of the actual construction and engineering costs of up to a twelve-inch (12") diameter pipe if the OWNERS utilize such facilities. Should the OWNERS construct off-site water and sewer facilities such that pro-rata fees are due to the OWNERS, the CITY agrees to collect any fees due to the OWNERS related to the construction of the line(s) as those properties utilizing such facilities are developed during the period of ten (10) years after OWNERS' installation of such off-site water and sewer facilities.

The OWNERS shall submit final construction costs to the CITY for approval prior to final acceptance of the improvements for use in determining pro-rata fees to be collected on behalf of the OWNERS.

The OWNERS shall not be required to pay pro-rata fees for any major transmission line(s) that may be constructed upon, through, under, across or adjacent to the Property that merely transport(s) water or wastewater to or from a treatment facility and to which line(s) OWNERS is not permitted any right to tap or tie in to.

L. PROPORTIONALITY FEE

1. Payment of Proportionality Fee. The OWNERS, or the OWNERS' successor(s)-in-interest (including a builder-owner), shall pay to the CITY a Proportionality Fee ("Fee") for development of the approximately Eighty-Four (84) acres of the Property that is situated in the CITY's extraterritorial jurisdiction, which Fee represents a roughly proportional amount necessary to offset the roadway infrastructure capacity needs of the Property. The Fee shall be the equivalent of the roadway impact fee assessed in the adjacent (abutting) roadway impact fee service area (or that service area nearest to the Property if not adjacent) in effect at the time of building permit and shall be paid at the time of OWNERS' submission of each request for a water meter for any development on the Property. The Proportionality Fee will not be assessed in the event Impact Fees are assessed as defined by Section M.1 below.
2. Credits for Excess Vehicle Miles. In accordance with the methodology and provisions of the CITY's roadway impact fee ordinance, the OWNERS shall receive credits for excess vehicle miles contributed by the OWNERS (as such compare to the amount of vehicle miles of demand the entire Property creates) for right-of-way dedication and construction of on-site and adjacent roadways required by this Agreement. Such credits will only be issued to OWNERS for construction of impact fee eligible system roadways, or roadways which become impact fee eligible system roadways, completed to CITY standards and accepted by the CITY. Any credits shall not include the OWNERS' individual costs for eminent domain, if any. Proportionality Fee Credits, if any are earned, shall be the subject of a separate agreement between OWNERS and CITY which agreement shall supersede and control only in this regard.

M. IMPACT FEES

1. Assessment and Collection of Utility Impact Fees. OWNERS shall pay utility impact fees in accordance with McKinney Ordinance No. 2020-12-092 and as such ordinance may be amended in the future. Utility impact fees shall be due upon the time established by the utility impact fee ordinance save and except only to the extent any waiver of or variance from said ordinance is granted by the CITY and is contained in this Annexation Agreement or a separate agreement between OWNERS and CITY which agreement shall supersede and control as it applies to utility impact fees. OWNERS may be entitled to credits against utility impact fees to the extent that OWNERS' utility improvements are required by the CITY's Master Plan and constructed in accordance with the McKinney Code, and the utility lines involved are larger than the CITY's minimum standard diameter water or wastewater mains and are also larger than the water or wastewater mains required to serve the Property, as determined by the City.
2. Assessment and Collection of Roadway Impact Fees. If the CITY's Impact Fee Capital Improvement Plan is updated and the Property is designated as falling

within a specific roadway service area before the Property is developed, the OWNERS shall pay roadway impact fees on the proposed development of the Property rather than paying the roadway proportionality fee discussed in Paragraph L, herein above. In such event, roadway impact fees for the Property shall be charged in accordance with McKinney Ordinance No. 2020-12-091 and as such ordinance may be amended in the future. Roadway impact fees shall be due upon the time established by the roadway impact fee ordinance save and except only to the extent any waiver of or variance from said ordinance is granted by the CITY and is contained in this Annexation Agreement or a separate agreement between OWNERS and CITY which agreement shall supersede and control as it applies to roadway impact fees. OWNERS may be entitled to credits against roadway impact fees for right-of-way dedication and construction of on-site and adjacent roadways, constructed in accordance with the McKinney Code, that are identified as impact fee eligible system roadways.

N. NO WAIVER

The OWNERS expressly acknowledge that by entering into this Agreement, the OWNERS, their successors, assigns, vendors, grantees, and/or trustees, shall not construe any language contained herein or in any Exhibits as waiving any of the requirements of the Zoning Ordinance or Subdivision Ordinance in force by the CITY, except as specifically herein agreed.

O. REVOCACTION

In the event the OWNERS fail to comply with any of the provisions of this Agreement, the CITY shall be authorized to revoke any and all Certificates of Occupancy that may have been previously issued in relation to the subdivision and/or development of the Property; and the CITY shall be further authorized to file this instrument in the records of Collin County as a Mechanic's Lien against the OWNERS' Property; and in the alternative, the CITY shall be authorized to levy an assessment against the OWNERS' Property for public improvements actually constructed by the CITY to be held as a tax lien against the Property by CITY.

P. RELATIONSHIP TO ROADWAY AND SEWER/WATER IMPACT FEES AND WAIVER OF CLAIMS.

**The OWNERS have been represented by legal counsel in the negotiation of this Agreement and been advised, or have had the opportunity to have legal counsel review this Agreement and advise the OWNERS, regarding the OWNERS' rights under Texas and federal law. The OWNERS hereby waive any requirement that the CITY retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the exactions required by the CITY as a condition of approval for the development of this Property are roughly proportional or roughly proportionate to the proposed development's anticipated impact. (These**

exactions may include but are not limited to the making of dedications or reservations of land, the payment of fees, the construction of facilities, and the payment of construction costs for public facilities.) The OWNERS specifically reserve their right to appeal the apportionment of municipal infrastructure costs in accordance with Tex. Loc. Gov't Code § 212.904. However, notwithstanding the foregoing, the OWNERS hereby release the City from any and all liability under Tex. Loc. Gov't Code § 212.904 regarding or related to the cost of those municipal infrastructure improvements required for the development of the Property.

It is the intent of this Agreement that the provision for roadway and utility improvements made herein constitutes a proportional financial allocation of the OWNERS' responsibility for roadway and utility improvements for their Property and that the financial contribution, including the proportionality fee and in-kind construction of improvements made by the OWNERS pursuant to this Agreement, are necessary and attributable to development of the Property. The financial obligation of the OWNERS herein set forth shall relieve the OWNERS of any obligation for roadway and water/sewer impact fees for the Property unless impact fees are applicable to this Property, or as otherwise provided herein above. The OWNERS further waive any statutory or state constitutional takings claims under the Texas Constitution and Chapter 395 of the Tex. Loc. Gov't Code, any federal constitutional claims, and any claims for reimbursement under any existing or future impact fee ordinances of the City of McKinney to the extent such claims are based on the OWNERS' dedication, construction, or payment obligations under this Agreement. The OWNERS further release the CITY from any and all claims based on excessive or illegal exactions; it being agreed that the amount of the OWNERS' infrastructure contribution proportionality fee (after receiving all contractual offsets, credits and reimbursements) is roughly proportional to the demand that is placed on the CITY's roadway and utility systems by OWNERS' development. The OWNERS further acknowledge that the benefits of annexation, zoning and platting have been accepted with full knowledge of potential claims and causes of action which may be raised now and in the future, and the OWNERS acknowledge the receipt of good and valuable consideration for the release and waiver of such claims. The OWNERS shall indemnify and hold harmless the CITY from and against any claims and suits of any third parties, including but not limited to OWNERS' successors, assigns, grantees, vendors, trustees or representatives, brought solely pursuant to this Agreement and/or asserting the claims or types of claims described in this paragraph.

Q. CONTINUITY

This Agreement shall be a covenant running with the land, and be binding upon the OWNERS, their successors, heirs, assigns, grantees, vendors, trustees, representatives, and all others holding any interest now or in the future.

R. ASSIGNMENT

This Agreement shall not be assignable by the OWNERS without the prior written consent of the CITY, and such consent shall not be unreasonably withheld, conditioned or delayed.

S. TERMINATION AND RELEASE

Upon satisfactory completion by the OWNERS and final acceptance by the CITY of all requirements of this Agreement, this Agreement shall terminate and the CITY will execute a release of covenant to the OWNERS, their heirs, successors, assigns, grantees, vendors, trustees, representatives, and all others holding any interest now or in the future. This Agreement shall not terminate until the earlier of the following to occur:

1. The requirements and obligations of all parties have been fulfilled; or
2. The passage of forty-five (45) years from the effective date of this Annexation Agreement.

T. MAINTENANCE BOND

Prior to final acceptance of the public improvements to the Property, the OWNERS shall furnish to the CITY a good and sufficient maintenance bond in the amount of fifteen percent (15%) of the contract price of such public improvements, or in such amount as approved by the City Engineer, with a reputable and solvent corporate surety, in favor of the CITY, to indemnify the CITY against any repairs arising from defective workmanship or materials used in any part of the construction of the public improvements to the Property, for a period of at least two (2) years from the date of final acceptance of such public improvements.

U. GENERAL PROVISIONS

1. The OWNERS agree that construction shall not begin on any proposed improvements to the Property prior to City Council approval of this Agreement.
2. The OWNERS agree that all coordination required with public and/or private utility agencies to eliminate conflicts with proposed street grades or underground improvements shall be the responsibility of the OWNERS. Likewise,



coordination with agencies requiring special conditions (i.e., railroads and the Texas Department of Transportation) shall be the responsibility of the OWNERS.

- 3. Save and except to the extent specifically stated herein to the contrary, the Property shall be developed in accordance with the standards set forth in the City of McKinney Zoning, Subdivision and land development ordinances, including but not limited to provisions regarding drainage, erosion control, pro rata payments, tree preservation, Street Design Standards, Public Improvements Policy and construction standards.

**CITY OF MCKINNEY**

By: \_\_\_\_\_  
PAUL G. GRIMES  
City Manager

Date Signed: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
EMPRESS DRANE  
City Secretary  
JOSHUA STEVENSON  
Deputy City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
MARK S. 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 **PAUL G. GRIMES**, 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 CITY's behalf.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_\_  
DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public \_\_\_\_\_ County, Texas  
My commission expires \_\_\_\_\_

*[Signatures continue on following page.]*

**ESTATE OF TOM B. WILSON, SR.,**

By: Tom B. Wilson Jr  
TOM B. WILSON, JR.  
Independent Co-Executor

Date Signed: 11/29/2021

By: \_\_\_\_\_  
DAVID W. WILSON  
Independent Co-Executor

Date Signed: \_\_\_\_\_

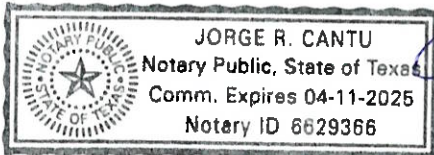
By: \_\_\_\_\_  
SUZANNE WILSON SANDERS  
Independent Co-Executor

Date Signed: \_\_\_\_\_

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 29 day of Nov, 2021, by TOM B. WILSON, JR., in his capacity as Independent Co-Executor of **THE ESTATE OF TOM B. WILSON, SR.**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of and as the act of the Estate.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 29 DAY OF Nov, 2021.



[Signature]  
Notary Public HARRIS County, Texas  
My commission expires 04-11-2025

By: \_\_\_\_\_  
TOM B. WILSON, JR.  
Independent Co-Executor

Date Signed: \_\_\_\_\_

By: David W. Wilson  
DAVID W. WILSON  
Independent Co-Executor

Date Signed: 11-29-2021

By: \_\_\_\_\_  
SUSAN WILSON SANDERS  
Independent Co-Executor

Date Signed: \_\_\_\_\_

THE STATE OF TEXAS §  
COUNTY OF §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by TOM B. WILSON, JR., in his capacity as Independent Co-Executor of **THE ESTATE OF TOM B. WILSON, SR.**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of and as the act of the Estate.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE  
DAY OF \_\_\_\_\_, 2021.

Notary Public \_\_\_\_\_ County, Texas  
My commission expires \_\_\_\_\_

THE STATE OF TEXAS §  
COUNTY OF §

This instrument was acknowledged before me on the 30th day of Nov, 2021, by DAVID W. WILSON, in his capacity as Independent Co-Executor of **THE ESTATE OF TOM B. WILSON, SR.**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of and as the act of the Estate.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE SUEM A GADORA

**ESTATE OF TOM B. WILSON, SR.,**

By: \_\_\_\_\_  
TOM B. WILSON, JR.  
Independent Co-Executor

Date Signed: \_\_\_\_\_

By: \_\_\_\_\_  
DAVID W. WILSON  
Independent Co-Executor

Date Signed: \_\_\_\_\_

By: *Suzanne Wilson Sanders*  
SUZANNE WILSON SANDERS  
Independent Co-Executor

Date Signed: 11-30-2021

THE STATE OF TEXAS §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by TOM B. WILSON, JR., in his capacity as Independent Co-Executor of **THE ESTATE OF TOM B. WILSON, SR.**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of and as the act of the Estate.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

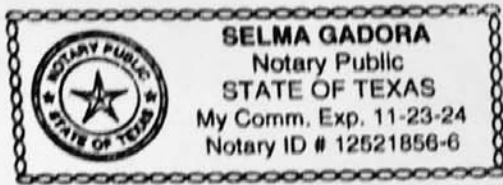
\_\_\_\_\_  
Notary Public \_\_\_\_\_ County, Texas  
My commission expires \_\_\_\_\_

THE STATE OF TEXAS §  
COUNTY OF Collin §

This instrument was acknowledged before me on the 30th day of NOV, 2021, by DAVID W. WILSON, in his capacity as Independent Co-Executor of **THE ESTATE OF TOM B. WILSON, SR.**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of and as the act of the Estate.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE SELMA GADORA DAY OF 11/30, 2021.

*[Handwritten signature]*



Notary Public Collin County, Texas  
My commission expires 11/23/2024

THE STATE OF TEXAS §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by SUZANNE WILSON SANDERS, in her capacity as Independent Co-Executor of **THE ESTATE OF TOM B. WILSON, SR.**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same on behalf of and as the act of the Estate.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

Notary Public \_\_\_\_\_ County, Texas  
My commission expires \_\_\_\_\_

*[Signatures continue on following page.]*

THE STATE OF TEXAS §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by DAVID W. WILSON, in his capacity as Independent Co-Executor of **THE ESTATE OF TOM B. WILSON, SR.**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of and as the act of the Estate.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

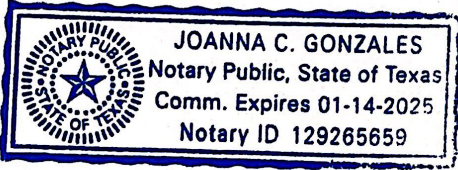
\_\_\_\_\_  
Notary Public \_\_\_\_\_ County, Texas  
My commission expires \_\_\_\_\_

THE STATE OF TEXAS §  
COUNTY OF Colorado §

This instrument was acknowledged before me on the 30 day of November, 2021, by SUZANNE WILSON SANDERS, in her capacity as Independent Co-Executor of **THE ESTATE OF TOM B. WILSON, SR.**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same on behalf of and as the act of the Estate.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 30th DAY OF November, 2021.

[Signature]  
\_\_\_\_\_  
Notary Public Colorado County, Texas  
My commission expires January 14, 2025



[Signatures continue on following page.]

**THE HEFNER LIVING TRUST**

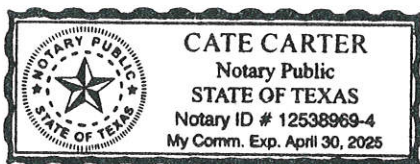
By: Michele Hefner  
MICHELE HEFNER  
Trustee

Date Signed: 11-30-2021

THE STATE OF TEXAS §  
COUNTY OF Collin §

This instrument was acknowledged before me on the 30 day of November, 2021, by MICHELE HEFNER, in her capacity as Trustee of **THE HEFNER LIVING TRUST**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same on behalf of and as the act of the Trust.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 30 DAY OF November, 2021.



Cate Carter  
Notary Public Collin County, Texas  
My commission expires 4/30/2025



## **EXHIBIT A**

### DESCRIPTION OF PROPERTY

#### TRACT 1

SITUATED in Collin County, Texas, in the Meredith Hart Survey, Abstract No. 371, being a resurvey of part of the 83 acre tract described in a Deed from D.H. Manahan to T.B. Wilson dated December 4, 1882, and also called 1<sup>st</sup> Tract in a Partition Deed from Etta E. Wilson, et al to Add G. Wilson dated November 28, 1914, recorded in Volume 188, Page 326 of the Collin County Deed Records, being described by metes and bounds as follows:

COMMENCING at an existing iron pin set beside a new corner post at the Southwest corner of said 83 acre tract, same being the corner of a new fence from the East and North; THENCE SOUTH 8° 33' East, 1177.4 feet with the South line of said 83 acre tract and with said new fence to an iron pin set beside a new corner post for an angle point; THENCE SOUTH 88° 28' East, 708.2 feet with said South line and with the evidence of an old established fence to an existing iron pin set in the center of a North-South rock road at the Southwest corner of a 23.780 acre tract this day being deeded to Addison G. Wilson, Jr. for a PLACE OF BEGINNING;

THENCE NORTH 0° 14' East, 1095.66 feet with the East line of said Addison G. Wilson, Jr. tract and with the center of said rock road to an iron pin set in the South Right-of-Way line of Farm Road No. 543 for a corner;

THENCE Easterly with said South Right-of-Way line as follows:

NORTH 89° 31' East, 659.84 feet;

SOUTH 88° 11' East, 525.6 feet to an existing iron pin set at the Northwest corner of a 230.829 acre tract for a corner;

SOUTH 1° 39' West, 1112.9 feet with the West line of said 230.829 acre tract and across a field to an iron pin set at the Southeast corner of said 83 acre tract for a corner;

THENCE Westerly with the South line of said 83 acre tract and with a hedgerow as follow:

NORTH 88° 36' West, 689.5 feet, an existing iron pin;

NORTH 88° 39' West, 468.3 feet to the PLACE OF BEGINNING AND CONTAINING 29.852 ACRES OF LAND.

#### TRACT 2

SITUATED in Collin County, Texas in the M. Hart Survey. Abstract No. 371, being a survey of part of the 79 acre tract described in a deed from George F. West to William Donald West and James Edwin West, dated June 8, 1990 recorded in volume 3291, page 864 of the Collin County deed records, being described by metes and bounds as follows:

BEGINNING at ½-inch iron pin set at the northeast corner of said 79 acre tract, a ¾-inch found bears East, 08.88 foot;

THENCE southerly generally near a fence as follows:

South 01 degrees 40 minutes 55 seconds West, 744.01 feet to an angle post;  
South 00 degrees 17 minutes 43 seconds West, 346.83 feet to a 60D nail set in an old fence;  
South 00 degrees 42 minutes 37 seconds West, 371.58 feet to a 5/8-inch iron pin found on the west side of a 24-inch diameter tree at the southwest corner of a tract of land recorded in volume 1197, page 885 and the northwest corner of the 135.992 acre tract recorded in volume 935, page 598;

THENCE South 00 degrees 32 minutes 14 seconds East, passing near an old fence at 748 feet and continuing near said old fence and leaving said old fence at 1049 feet and continuing in all, 1348.11 feet to an ½-inch iron pin set;

THENCE South 88 degrees 50 minutes 11 seconds West, with a north line of said 135.992 acre tract, 37.92 feet to a point in a creek;

THENCE northerly generally with the center of said creek as follows:

North 15 degrees 26 minutes 41 seconds West, 27.58 feet; North 27 degrees 39 minutes 03 seconds West, 45.89 feet;

North 48 degrees 49 minutes 53 seconds West, 60.53 feet; North 38 degrees 49 minutes 50 seconds West, 53.66 feet;

North 28 degrees 12 minutes 25 seconds West, 31.59 feet; North 06 degrees 18 minutes 43 seconds West, 95.36 feet;

North 56 degrees 40 minutes 01 second West; 40.65 feet; North 46 degrees 32 minutes 18 seconds West, 29.15 feet;

South 83 degrees 52 minutes 40 seconds West, 50.87 feet; North 78 degrees 30 minutes 43 seconds West, 13.31 feet;

North 30 degrees 17 minutes 22 seconds West, 58.99 feet; North 74 degrees 53 minutes 37 seconds West, 50.26 feet;

North 68 degrees 35 minutes 13 seconds West, 45.48 feet; North 27 degrees 22 minutes 17 seconds West, 24.90 feet;

North 13 degrees 16 minutes 03 seconds West, 25.41 feet; North 02 degrees 31 minutes 08 seconds West, 31.72 feet;

North 30 degrees 11 minutes 02 seconds West, 24.45 feet; North 88 degrees 16 minutes 55 seconds West, 27.79 feet;

South 52 degrees 57 minutes 19 seconds West, 22.18 feet; South 80 degrees 28 minutes 41 Seconds West, 45.80 feet;

North 77 degrees 57 minutes 26 seconds West, 27.54 feet; North 33 degrees 02 minutes 10 seconds West, 15.83 feet;

North 02 degrees 32 minutes 13 seconds West; 54.62 feet; North 17 degrees 23 minutes 38 seconds West, 57.61 feet;

North 38 degrees 40 minutes 12 seconds West, 20.55 feet; South 82 degrees 02 minutes 15 seconds West, 8.44 feet;

North 55 degrees 57 minutes 14 seconds West, 26.98 feet; North 45 degrees 45 minutes 39 seconds West, 19.18 feet;

North 64 degrees 56 minutes 19 seconds West, 57.33 feet; North 78 degrees 18 minutes 27 seconds West, 27.69 feet;

South 82 degrees 54 minutes 17 seconds West, 27.94 feet; North 77 degrees 42 minutes 15 seconds West, 99.26 feet;

North 56 degrees 4 minutes 44 seconds West, 87.08 feet; North 88 degrees 33 minutes 25 seconds West, 103.64 feet;

South 87 degrees 37 minutes 57 seconds West, 43.17 feet; North 13 degrees 35 minutes 34 seconds West, 53.10 feet;

North 07 degrees 24 minutes 11 seconds East, 68.60 feet; North 70 degrees 11 minutes 48 seconds East, 17.10 feet;

North 57 degrees 40 minutes 02 seconds East, 42.92 feet; North 40 degrees 47 minutes 47 seconds East, 16.31 feet;

North 47 degrees 29 minutes 52 seconds West, 8.56 feet; North 87 degrees 34 minutes 45 seconds West, 40.56 feet;

North 67 degrees 09 minutes 51 seconds West, 15.74 feet; North 19 degrees 30 minutes 51 seconds West, 19.79 feet;

North 16 degrees 30 minutes 56 seconds East, 38.15 feet; North 03 degrees 58 minutes 17 seconds East, 38.96 feet;

North 09 degrees 43 minutes 56 seconds West, 27.89 feet; North 11 degrees 54 minutes 25 seconds East, 67.75 feet;

North 48 degrees 36 minutes 42 seconds West, 84.04 feet; North 10 degrees 58 minutes 03 seconds West, 34.61 feet;

North 48 degrees 33 minutes 49 seconds West; 90.77 feet to an ½-inch iron pin set in the west line of said 79 acre tract; same being in County Road no. 202 (north-south asphalt road);

THENCE North, with said County Road no. 202 and with the west line of said 79 acre tract, 1113.89 feet to a point;

THENCE South 88 degrees 59 minutes 48 seconds East, with the south line of the 5.00 acre tract and generally near a fence, passing an ½-inch iron pin set at the 30.99 feet and continuing in all, 468.36 feet to a corner post at the southeast corner of said 5.00 acre tract;

THENCE North 00 degrees 15 minutes 48 seconds West, with the east line of said 5.00 acre tract and generally near a fence, 466.70 feet to a 5/8-inch iron pin found at the northeast corner of said 5.00 acre tract; same being in the north line of said 79 acre tract;

THENCE South 88 degrees 52 minutes 54 seconds East, with the north line of said 79 acre tract and with a hedge row, 689.49 feet to the PLACE OF BEGINNING and containing 54.05 acres, more or less.