

ORDINANCE NO. 1573-08-2024

AN ORDINANCE GRANTING THE REQUEST FILED BY MESA REAL ESTATE PARTNERS, L.P., TO ANNEX 40.263 ACRES OF LAND TO THE CITY OF GAINESVILLE, TEXAS AND DECLARING THAT SAID 40.263 ACRES SHALL HEREAFTER BE A PART OF THE CITY OF GAINESVILLE, TEXAS.

WHEREAS, Mesa Real Estate Partners, L.P. requested that the City of Gainesville, Texas annex 40.263 acres of land described in Attachment A; and

WHEREAS, said land is owned by Mesa Real Estate Partners, L.P. and said land is vacant and without residents; and

WHEREAS, Mesa Real Estate Partners, L.P. and the City of Gainesville entered into a service plan for said 40.263 acres on February 21, 2023 as shown in Attachment B.

WHEREAS, said land is in the City of Gainesville's extraterritorial jurisdiction per Section 42.021 of the Texas Local Government Code; and

WHEREAS, annexing said land to the City of Gainesville, Texas will not violate Section 43.055 of the Texas Local Government Code; and

WHEREAS, annexing the said land to the City of Gainesville, Texas, will benefit the citizens of the City of Gainesville, Texas.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GAINESVILLE, TEXAS, that the request to annex 40.263 acres of land in Cooke County, Texas, described in Attachment A is hereby granted.

BE IT FURTHER ORDAINED that said 40.263 acres of said land be, and the same is hereby annexed and made part of the City of Gainesville, Texas, for all purposes pursuant to law.

The annexed area in this ordinance shall be included in Ward 2 of the City of Gainesville, Texas.

INTRODUCTION, FIRST READING, CHARTER SUSPENSION:

INTRODUCED AND READ FOR THE FIRST TIME BEFORE THE CITY COUNCIL OF THE CITY OF GAINESVILLE ON THE 20TH DAY OF AUGUST 2024, AT WHICH THE CHARTER PROVISION OF THE CITY OF GAINESVILLE REQUIRING THE READING OF THE ORDINANCE ON THREE SEPARATE OCCASIONS WAS SUSPENDED BY A VOTE OF:

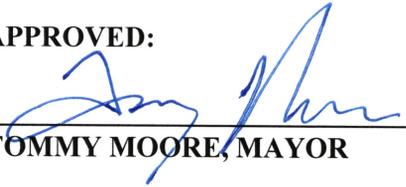
6 AYES, 0 NAYS, 0 ABSENT, 0 ABSTENTIONS 1 VACANCY

ADOPTION

READ FOR THE THIRD TIME AND ADOPTED BEFORE THE CITY COUNCIL OF THE CITY OF GAINESVILLE ON THE 20TH DAY OF AUGUST 2024.

6 AYES, 0 NAYS, 0 ABSENT, 0 ABSTENTIONS 1 VACANCY

APPROVED:


TOMMY MOORE, MAYOR



ATTEST:

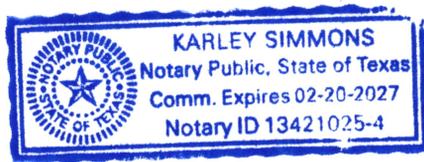

DIANA ALCALA, CITY SECRETARY

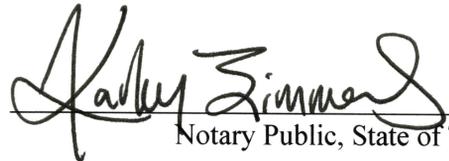
I, Diana Alcala, City Secretary of the City of Gainesville, Texas, after being duly sworn, do hereby certify that the above and foregoing is a true and correct copy of an ordinance duly passed by the City Council of the City of Gainesville, Texas on the dates shown on said copy.

Signed this 20th day of August, 2024.


DIANA ALCALA, CITY SECRETARY

SUBSCRIBED AND SWORN TO before me, the undersigned authority, on the 20th day of August, 2024.




Notary Public, State of Texas

Attachment A

**LEGAL DESCRIPTION
ANNEXATION TRACT
40.263 ACRES**

BEING A 40.263 ACRE TRACT OF LAND SITUATED IN THE JAMES C. DOBKINS SURVEY, ABSTRACT NO. 315 AND THE JACOB DOBKINS SURVEY, ABSTRACT NO. 316, COOKE COUNTY, TEXAS, BEING PART OF A CALLED 80.869 ACRE TRACT OF LAND CONVEYED TO MESA REAL ESTATE PARTNERS, LP, AS RECORDED IN VOLUME 2388, PAGE 89, DEED RECORDS, COOKE COUNTY, TEXAS. SAID 40.263 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM DENTON CORS ARP (PID-DF8986) AND ARLINGTON RRP2 CORS ARP (PID-DF5387), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTHWEST CORNER OF SAID 80.869 ACRE TRACT AND THE COMMON SOUTHWEST CORNER OF A 10 ACRE TRACT OF LAND CONVEYED TO THOMPSON FAMILY PARTNERSHIP, AS RECORDED IN VOLUME 2142, PAGE 139 AND IN COUNTY CLERK'S FILE NO. 2017-75680, DEED RECORDS, COOKE COUNTY, TEXAS, SAID POINT BEING ON THE NORTHEAST RIGHT-OF-WAY LINE OF FARM-TO-MARKET ROAD NO. 372 (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, SOUTH 89 DEGREES 31 MINUTES 38 SECONDS EAST, ALONG THE NORTH LINE OF SAID 80.869 ACRE TRACT AND THE COMMON SOUTH LINE OF SAID 10 ACRE TRACT, A DISTANCE OF 1,028.06 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTHEAST CORNER OF SAID 10 ACRE TRACT AND THE COMMON SOUTHWEST CORNER OF A 17.56 ACRE TRACT OF LAND CONVEYED AS "TRACT TWO" TO JOHN R. BEZNER, AS RECORDED IN VOLUME 872, PAGE 683, DEED RECORDS, COOKE COUNTY, TEXAS;

THENCE, NORTH 89 DEGREES 12 MINUTES 39 SECONDS EAST, CONTINUING ALONG SAID NORTH LINE OF 80.869 ACRE TRACT AND THE COMMON SOUTH LINE OF SAID 17.56 ACRE TRACT, A DISTANCE OF 114.21 TO THE POINT OF BEGINNING, SAID POINT BEING MORE OR LESS ON THE CITY LIMIT LINE, SAME BEING THE EAST LINE OF TRACT 'B', A CALLED 605.585 ACRE TRACT OF LAND DESCRIBED IN ORDINANCE NO. 825-11-99 ANNEXED INTO THE CITY OF GAINESVILLE, TEXAS, PUBLISHED: DEC. 26 & 28, 1999;

THENCE, NORTH 89 DEGREES 12 MINUTES 39 SECONDS EAST, CONTINUING ALONG SAID NORTH LINE OF 80.869 ACRE TRACT AND SAID SOUTH LINE OF 17.56 ACRE TRACT, A DISTANCE OF 1366.82 FEET TO A POINT FOR CORNER;

THENCE, OVER AND ACROSS SAID 80.869 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 00 DEGREES 23 MINUTES 05 SECONDS EAST, A DISTANCE OF 1242.32 FEET TO A POINT FOR CORNER;

SOUTH 09 DEGREES 54 MINUTES 09 SECONDS EAST, A DISTANCE OF 118.95 FEET TO A POINT FOR CORNER;

SOUTH 31 DEGREES 13 MINUTES 57 SECONDS EAST, A DISTANCE OF 123.60 FEET TO A POINT FOR CORNER;

SOUTH 51 DEGREES 04 MINUTES 10 SECONDS EAST, A DISTANCE OF 122.95 FEET TO A POINT FOR CORNER;

SOUTH 55 DEGREES 35 MINUTES 44 SECONDS EAST, A DISTANCE OF 220.84 FEET TO A POINT FOR CORNER ON THE EAST LINE OF SAID 80.869 ACRE TRACT AND THE COMMON WEST LINE OF A 17.626 ACRE TRACT OF LAND CONVEYED TO WILLIAM C. MCRAE AND SPOUSE, JESSICA N. MCRAE, AS RECORDED IN VOLUME 2160, PAGE 614, DEED RECORDS, COOKE COUNTY, TEXAS, FROM WHICH A 1/2 INCH IRON ROD FOUND (BENT) FOR AN EASTERLY CORNER OF SAID 80.869 ACRE TRACT AND THE NORTH CORNER OF SAID 17.626 ACRE TRACT BEARS NORTH 01 DEGREES 22 MINUTES 39 SECONDS EAST, A DISTANCE OF 36.69 FEET;

THENCE, SOUTH 01 DEGREES 22 MINUTES 39 SECONDS WEST, ALONG SAID EAST LINE OF 80.869 ACRE TRACT AND SAID WEST LINE OF 17.626 ACRE TRACT, A DISTANCE OF 335.08 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR A SOUTHEAST CORNER OF SAID 80.869 ACRE TRACT AND AN INTERIOR ELL CORNER OF SAID 17.626 ACRE TRACT;

THENCE, ALONG THE SOUTHEAST LINE OF SAID 80.869 ACRE TRACT AND THE COMMON NORTHWEST LINE OF SAID 17.626 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 78 DEGREES 17 MINUTES 08 SECONDS WEST, A DISTANCE OF 245.02 FEET TO A 1/2 INCH IRON ROD WITH CAP STAMPED "RPLS 4857" FOUND FOR CORNER;

SOUTH 62 DEGREES 28 MINUTES 13 SECONDS WEST, A DISTANCE OF 226.37 FEET TO A POINT FOR CORNER MORE OR LESS ON THE AFORESAID CITY LIMIT LINE, SAME BEING THE EAST LINE OF AFORESAID 605.585 ACRE CITY ANNEXATION TRACT, FROM WHICH A 1/2 INCH IRON ROD WITH CAP STAMPED "RPLS 4857" FOUND FOR CORNER BEARS SOUTH 62 DEGREES 28 MINUTES 13 SECONDS WEST, A DISTANCE OF 31.48 FEET;

THENCE, NORTH 31 DEGREES 05 MINUTES 00 SECONDS WEST, OVER AND ACROSS SAID 80.869 ACRE TRACT AND ALONG SAID CITY LIMIT LINE, A DISTANCE OF 2496.14 FEET TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 40.263 ACRES OF LAND.

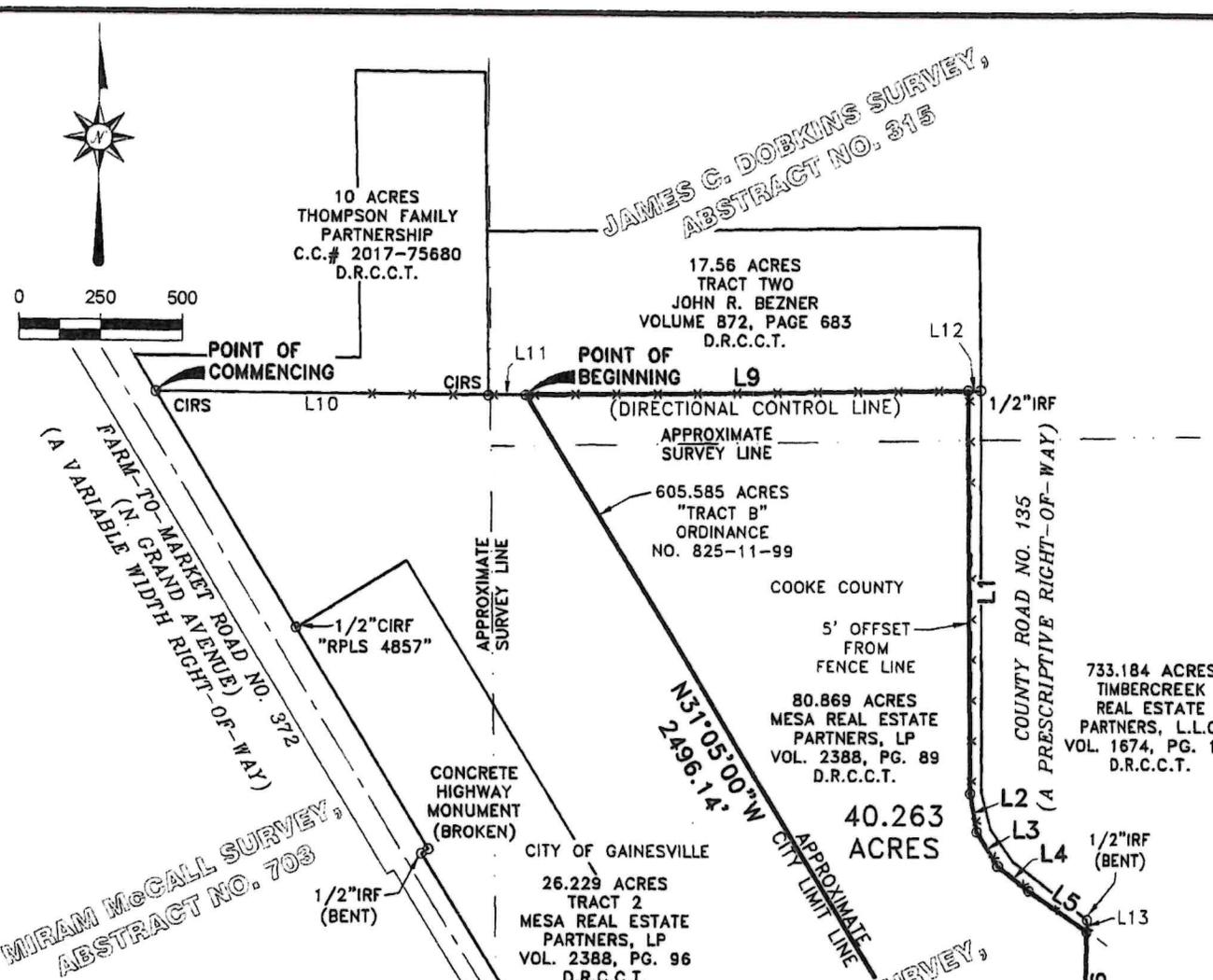
A PARCEL PLAT OF EQUAL DATE HERewith ACCOMPANIES THIS PROPERTY DESCRIPTION.

Michael J. Baitup

Michael J. Baitup, R.P.L.S.
Registered Professional Land Surveyor
Texas Registration No. 4574
LJA Surveying, Inc.
6060 North Central Expressway, Suite 440
Dallas, Texas 75206
469-484-0778

April 18, 2024





LINE	BEARING	DISTANCE
L1	S00°23'05"E	1242.32'
L2	S09°54'09"E	118.95'
L3	S31°13'57"E	123.60'
L4	S51°04'10"E	122.95'
L5	S55°35'44"E	220.84'
L6	S01°22'39"W	335.08'
L7	S78°17'08"W	245.02'
L8	S62°28'13"W	226.37'
L9	N89°12'39"E	1366.82'
L10	S89°31'38"E	1028.06'
L11	N89°12'39"E	114.21'
L12	N89°12'39"E	39.63'
L13	N01°22'39"E	36.87'
L14	S62°28'13"W	31.48'

LEGEND

IRF IRON ROD FOUND
 CIRF IRON ROD WITH PLASTIC CAP FOUND
 CIRS 5/8" IRON ROD WITH PLASTIC CAP STAMPED "LJA SURVEYING" SET
 D.R.C.C.T. DEED RECORDS, COOKE COUNTY, TEXAS

BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM DENTON CORS ARP (PID-DF8986) AND ARLINGTON RRP2 CORS ARP (PID-DF5387)



Michael J. Baitup

S:\MIX-LAND\0282\2005SURVEY\286 - Easements\ANNEXATION - 40.263Ac. EX.dwg 4/18/2024

PAGE 3
OF 3

DATE:	04/18/24
DRWN BY:	S.C.O.
CHKD BY:	M.J.B.
PROJ NO.	0282

EXHIBIT "A"

40.263 ACRES-ANNEXATION TRACT

IN THE
 JAMES C. DOBKINS SURVEY, ABSTRACT NO. 315 AND
 THE JACOB DOBKINS SURVEY, ABSTRACT NO. 316
 COOKE COUNTY, TEXAS

LJA Surveying, Inc.

3017 West 7th Street Phone 682.747.0800
 Suite 300
 Fort Worth, Texas 76109 T.B.P.E.L.S. Firm No. 10194382

Attachment B

RESOLUTION NO. 02-21-2023G

A RESOLUTION OF THE CITY OF GAINESVILLE, TEXAS AUTHORIZING THE MAYOR TO SIGN A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF GAINESVILLE, TEXAS, MESA REAL ESTATE PARTNERS, LP., B-29 PROPERTIES, LLC., STARK ENTERPRISES, INC., JOHN AND SANDRA SCHMITZ, AND TIMBERCREEK REAL ESTATE PARTNERS, LLC.

WHEREAS, the Owners collectively own approximately 7,281 acres in Exhibit “A” attached hereto (“Property”); and

WHEREAS, in order to facilitate the Owners’ proposed development of the Property in a market-competitive manner, Owner desires to seek (i) the creation of a municipal utility district through Texas Legislature, with the power to subdivide the Property into multiple separate municipal utility districts, to be known as “Elm Fork Municipal Utility District No. 1 of Cooke County,” or (ii) if creation of the District through the Texas Legislature is unsuccessful, the creation of multiple municipal utility districts encompassing the Property through the Texas Commission on Environmental Quality (collectively referred to herein as the “District”); and

WHEREAS, the City supports the creation of the District under appropriate parameters, as set forth in the agreement.

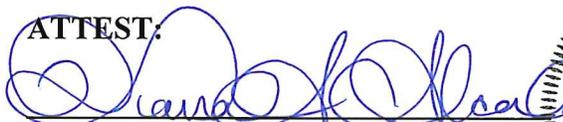
NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GAINESVILLE, TEXAS, MEETING IN REGULAR SESSION ON FEBRUARY 21, 2023:

Section 1. That the Mayor is hereby authorized to sign the Development Agreement between the City of Gainesville, Texas, MESA Real Estate Partners, LP., B-29 Properties, LLC., Stark Enterprises, INC., John and Sandra Schmitz, and Timbercreek Real Estate Partners, LLC.

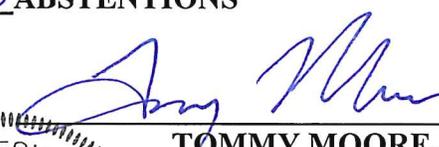
PASSED AND APPROVED THIS 21ST DAY OF FEBRUARY BY THE FOLLOWING VOTES:

7 AYES, 0 NAYS, 0 ABSENT, 0 ABSTENTIONS

ATTEST:


DIANA ALCALA, CITY SECRETARY




TOMMY MOORE, MAYOR

**DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF GAINESVILLE, TEXAS,
MESA REAL ESTATE PARTNERS, LP,
B-29 PROPERTIES, LLC,
STARK ENTERPRISES, INC.,
JOHN AND SANDRA SCHMITZ, AND
TIMBERCREEK REAL ESTATE PARTNERS, LLC**

This DEVELOPMENT AGREEMENT (“Agreement”) is entered into as of February 21, 2023 (“Effective Date”), by and between the City of Gainesville, Texas, a home rule city located in Cooke County (the “City”); Mesa Real Estate Partners, LP, a Delaware limited partnership (“Mesa”); B-29 Properties, LLC, a Texas limited liability company (“B-29”); Stark Enterprises, Inc., a Texas corporation (“Stark”); John and Sandra Schmitz (“Schmitz”); and TimberCreek Real Estate Partners, LLC, a Texas limited liability company (“TimberCreek” and, collectively with Mesa, B-29, Stark, and Schmitz, the “Owners”). The City and Owners are sometimes referred to, individually, as a “Party” and, collectively, as the “Parties.”

RECITALS

WHEREAS, the Owners collectively own the approximately 7,281 acres in Cooke County described in Exhibit “A” attached hereto (“Property”); and

WHEREAS, an approximately 231 acre portion of the Property (“Tract 1”) is located within the corporate limits of the City, an approximately 34 acre portion of the Property (“Tract 2”) is located within the extra-territorial jurisdiction (“ETJ”) of the City and Owners intend to annex Tract 2 into the corporate limits of the City, and the remaining approximately 7,016 acre portion of the Property (“Tract 3”) is partially located within the ETJ of the City and partially located outside of any city’s corporate limits or ETJ, but the Owners desire for the City to expand its ETJ to include all of Tract 3 in accordance with the terms of this Agreement; and

WHEREAS, pursuant to the terms of this Agreement, the City and Owners intend to voluntarily annex Tract 2 into the corporate limits of the City; and

WHEREAS, pursuant to the terms of this Agreement, the City and Owners intend for the City to expand its ETJ to include all of Tract 3; and

WHEREAS, public roads, public water facilities, public sewer facilities and public drainage facilities, on-site and off-site, needed to serve the Property (collectively, the “Public Infrastructure”) are not currently adequate or available for full development of the Property; and

WHEREAS, the City is not presently able to solely provide, or directly contribute to, the cost of the Public Infrastructure that will facilitate the Owners’ proposed development of the Property; and

WHEREAS, in order to facilitate the Owners’ proposed development of the Property in a market-competitive manner, Owners desires to seek (i) the creation of a municipal utility district

through the Texas Legislature, with the power to subdivide the Property into multiple separate municipal utility districts, to be known as “Elm Fork Municipal Utility District No. 1 of Cooke County,” or (ii) if creation of the District through the Texas Legislature is unsuccessful, the creation of multiple municipal utility districts encompassing the Property through the Texas Commission on Environmental Quality (collectively referred to herein as the “District”); and

WHEREAS, the City supports the creation of the District under appropriate parameters, as set forth herein; and

WHEREAS, as evidence of the City’s consent, the Owners request that the City adopt a Consent Resolution (the “Consent Resolution”) in the form attached hereto as Exhibit “B” demonstrating the City’s consent, pursuant to Section 42.042 of the Texas Local Government Code and Section 54.016 of the Texas Water Code, to the inclusion of the Property in the District; and

WHEREAS, the Parties have the authority to enter into this Agreement pursuant to Section 212.171, *et seq.*, of the Texas Local Government Code; and

WHEREAS, the Parties intend that this Agreement be a development agreement as provided for by Section 212.172 of the Texas Local Government Code.

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed by the Parties, the Parties agree as follows:

ARTICLE I
CONSENT TO CREATION OF THE DISTRICT

1.1 Consent to Creation. The Owners submitted a Petition for Consent to Creation of the District on March 2, 2023 (the “Petition”). Simultaneously with the approval of this Agreement, the City intends to adopt a Consent Resolution in the form attached hereto as Exhibit “B” demonstrating the City’s consent, pursuant to Section 42.042 of the Texas Local Government Code and Section 54.016 of the Texas Water Code, to the inclusion of the Property in the District. Subject to the conditions and limitations set forth in this Agreement, his Agreement and the Consent Resolution constitute the irrevocable consent of the City to the creation of the District pursuant to the authority of Article III, Section 52 and Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54, Texas Water Code, as amended. If more than one municipal utility district is created, whether originally or by future subdivision of the District, the City further consents to divisions of the municipal utility districts and to boundary adjustments among the municipal utility districts in the form of exclusions and additions of land solely within the Property. The Parties agree and stipulate that the Owners and District agree not to take any action to expand the boundaries of the District beyond the Property, by annexation or any other means, or to merge the District with any other type district without the express written consent of the City, which consent must be a legislative action by ordinance, and may not be deemed consent under state law or regulation, including but not limited to Texas Local Government Code Section 42.042, Texas Water Code 54.016, as they may be amended.

1.2 Full Satisfaction. Subject to and limited by the terms of this Agreement and the conditions set for in the City-approved Consent Resolutions, the consents contained in this Agreement and in the Consent Resolution (the "District Consents") are given by the City: (a) in full satisfaction of any requirements for district consents contained in any statute or otherwise required by law, rule, regulation or policy including, but not limited to, consents required by the Texas Water Code, as amended, the Texas Local Government Code, as amended, any rules, regulations, or policies of the TCEQ, or any rules, regulations, or policies of the Texas Attorney General; (b) with the understanding that the District Consents are irrevocable and cannot be withdrawn or modified in any way by the City or by any action of the City Council without the prior written approval of the Owners; (c) with the understanding that the Owners have relied on the District Consents to the Owners' material detriment and but for the District Consents the Owners would not have entered into this Agreement; and (d) with the understanding that the District Consents shall not be affected by: (1) any default under this Agreement, whether by the Owners or any other person or entity that is or hereafter becomes bound by this Agreement, (2) any other act or omission by the Owners or any other person or entity, whether or not related to this Agreement or the Property, or (3) any act or omission by the District, whether or not related to this Agreement or the Property.

1.3 Consent Ordinances; Other Documents. The City agrees to adopt such further resolutions and execute such further documents as may reasonably be requested by the Owners, the District, or any governmental agency or political subdivision having jurisdiction over the District, to evidence the City's consents as set forth in this Agreement and in the Consent Resolution.

1.4 No Limitation of Powers. Nothing herein is intended to limit, impair, or conflict with the authority of or powers granted to the District by the Texas Constitution, Texas Water Code, Texas Local Government Code, or any other current or future statute applicable to such districts. Likewise, nothing herein is intended to limit, impair or conflict with the authority of or powers granted to the City, including under the Texas Constitution, Local Government Code, Texas Water Code, Home-Rule Charter, or any other current or future statute applicable to the City, as amended.

1.5 Subdivision of the District. The City acknowledges that the Owners intend to create the District via the Texas Legislature to encompass the Property, with the power to subdivide the Property into multiple municipal utility districts. The Owners intend for the District to subdivide in a manner that results in multiple in-city municipal utility districts encompassing Tract 1 and Tract 2, and one or more municipal utility district(s) encompassing Tract 3. The City acknowledges that if creation of the District through the Texas Legislature is unsuccessful, the Owners intend to create multiple municipal utility districts encompassing the Property through the Texas Commission on Environmental Quality.

ARTICLE II ANNEXATION AND ETJ EXPANSION

2.1 Annexation into Corporate Limits. This Agreement constitutes a petition by the Owners for voluntary annexation and to voluntarily annex Tract 2 into the City's corporate limits.

This Agreement constitutes the service plan for providing City services to Tract 2. Owners agree to execute and supply any and all instruments and/or other documentation necessary for the City to annex Tract 2 into the City's corporate limits. If the City is unable to complete the annexation of Tract 2 for any reason, including but not limited to procedural error or legal challenge, Owners shall execute another voluntary annexation petition for Tract 2 within ten (10) days of being requested to do so.

2.2 Expansion of City ETJ. This Agreement constitutes a petition requesting that the City expand its ETJ to include all portions of Tract 3 that are not currently located within the City's ETJ; provided, however, that the City shall not annex any portion of Tract 3 into its corporate limits for full purposes except as expressly authorized by this Agreement and the strategic partnership agreement between the City and the District. In all matters requiring the interpretation of this Agreement, including but not limited to the addition of any portion of Tract 3 into the ETJ of the City, the Owners irrevocably declare that all of Tract 3 shall be bound by the terms of this Agreement as if being at all pertinent times wholly within the contiguous ETJ of the City for purposes of Texas Local Government Code § 212.172 and provisions citing that statute. Each Party agrees that it will not contest the validity of this Agreement on the basis that all of Tract 3 was not in the City's ETJ on the Effective Date.

2.3 Immunity From Full Purpose Annexation. Except as provided in a strategic partnership agreement, the form of which is attached hereto as Exhibit "C" (the "SPA"), and after the entirety of Tract 3 is included in the ETJ of the City as provided for in Section 2.2 herein, Tract 3 shall remain in the ETJ of the City and be immune from full purpose annexation by the City until such time that the Owners have received from the District, or any newly created municipal utility district as a result of the subdivision of the District, one hundred percent (100%) of all reimbursables due to the Owners by the applicable municipal utility district. The Owners hereby consent to the full purpose annexation of Tract 3, or any portions thereof contained in a separate municipal utility district created as a result of the subdivision of the District, by the City upon the occurrence of the Owners' receipt of one hundred percent (100%) of all reimbursables due to the Owners by the applicable municipal utility district.

2.4 Consent to Annexation. **SUBJECT TO SECTION 2.3 OF THIS AGREEMENT, THE OWNERS AND ALL FUTURE OWNERS OF TRACT 3 (INCLUDING END-BUYERS) AND FUTURE DEVELOPERS OF TRACT 3 IRREVOCABLY AND UNCONDITIONALLY CONSENT TO THE FULL PURPOSE ANNEXATION UNDER STATE LAW OF TRACT 3, OR ANY PORTIONS THEREOF CONTAINED IN A SEPARATE MUNICIPAL UTILITY DISTRICT CREATED AS A RESULT OF THE SUBDIVISION OF THE DISTRICT, INTO THE CORPORATE LIMITS OF THE CITY IN ACCORDANCE WITH THIS AGREEMENT AND WAIVE ALL OBJECTIONS, ELECTIONS AND PROTESTS TO SUCH ANNEXATION. THIS AGREEMENT SHALL SERVE AS THE PETITION OF THE OWNERS AND ALL FUTURE OWNERS AND FUTURE DEVELOPERS FOR FULL PURPOSE ANNEXATION OF TRACT 3 IN ACCORDANCE WITH THIS AGREEMENT AND SPECIFICALLY THE RESTRICTIONS SET FORTH IN SECTION 2.3 OF THIS AGREEMENT.**

2.5 Limited Purpose Annexation. The Owners agree that the City shall have the right to annex those areas of Tract 3 that are intended for commercial or retail development for the sole and limited purpose of allowing the City to impose sales and use taxes within the boundaries of such commercial and/or retail areas to the extent permitted by State law, and to split such sales and use tax with the District on a 50/50 basis. The terms and conditions upon which such limited purpose annexation may occur shall be set forth in the SPA, the form of which is attached hereto as Exhibit "C," pursuant to Section 43.0751 of the Texas Local Government Code. No limited purpose annexation pursuant to a strategic partnership agreement shall affect, in any way, the ETJ status of Tract 3, and, notwithstanding any limited purpose annexation, the areas annexed, as well as the remainder of Tract 3, shall continue to be located within the ETJ for the purposes of this Agreement.

ARTICLE III DEVELOPMENT OF THE PROPERTY

3.1 City Regulations. Development of the Property shall be governed solely by the regulations and ordinances in this Section 3.1 (the "City Regulations"). The following standards apply as the City Regulations:

- (a) Subdivision regulations, as amended. The City's criteria and design manuals, including but not limited to the Drainage Criteria and Design Manual, shall apply to the Property. Notwithstanding the foregoing, the fourth sentence of Section 19(B) of the City's Code of Ordinances in effect as of the Effective Date, and any future revisions or amendments thereto that place restrictions on lot sizes, shall not apply to the Property.
- (b) Comprehensive Plan regulations, as amended, for in-city tracts.
- (c) Zoning regulations, as amended, for in-city tracts.
- (d) Platting regulations as provided in the City's subdivision regulations, as amended. The City shall govern and approve all plats. Minor plats may be administratively approved by the City Manager. The Owners shall coordinate with City staff to ensure that the timing of the filing of any plats and plans within the scope of Local Government Code chapter 212, and which are to be reviewed by any City board or City Council, shall only occur within an appropriate application filing window of time that allows for timely review without the necessity of calling any special meeting. Plats shall provide right of way for all roads shown on the Cooke County thoroughfare plan, as amended.
- (e) Uniform building codes, with local amendments, as amended.
- (f) Impact fees as applicable to water and wastewater capital improvements, as amended and subject to impact fee credits as provided for in Section 3.6 herein, or if not applicable, the Property and District are subject to rough proportionality and apportionment of City infrastructure costs under Local Government Code section 212.904, as amended.
- (g) Applicable federal, state, and local regulations, including the City fee schedule, as applicable for portions of the Property located in the corporate limits of the City and in the ETJ of the City, as amended.

3.2 Development. (a) The City shall provide all permits and inspections. Development of the Property shall be governed by approved final plats for all or any portion of the Property and

any applicable federal, state, and local regulations, as applicable. The Parties hereby agree that development within the Property shall occur in phases as the market will support and will consist of master planned areas of residential, commercial, light industrial, civic, schools, churches, utility, parks, recreation areas, open space, air parks, heliports and emergency services. All land use densities are not limited, but shall be developed consistent with the infrastructure and market analysis necessary to support the proposed land uses. Within ninety (90) days of Owners' completion of any market analysis or master plan for development of the Property or in the first quarter of 2028, whichever occurs first, Owners shall provide copies of such analysis or plans to the City Manager and attend a City Council to make a presentation outlining the contents and results or current status of the project if no analysis or plans have been completed. Thereafter, in the same quarter of every-other year for the remainder of the Term, Owner's shall provide all updates or changes in any market analysis or master plan for development of the Property to the City Manager, or advise there are none, and attend a City Council meeting to make a presentation of the then current information and plan for development.

(b) The Parties further agree that the development of the Property is allowed to consist of various business activities related to the development of the Property, including but not limited to retail irrigation water, internet and other technology-based services, retail natural gas service, private education foundation, mitigation bank, conservation easements, carbon credits and renewable energy generation and storage. Owners further agree that if any renewable energy generation and storage facilities, including but not limited to windmills ("Renewable Energy Facilities"), are constructed on the Property, the Renewable Energy Facilities shall be located at least 2,000 feet away from (i) Tract 2 and (ii) the City's corporate boundary as it existed on the Effective Date, measured in a straight line from the boundary of Tract 2 and/or the City's corporate limits to the boundary of the lot or tract containing the Renewable Energy Facility. In addition, the Parties agree that no development of structures, antennas and/or Renewable Energy Facilities shall be permitted if the height interferes with the airspace of an airport, with the permissible heights to be determined by the federal laws and regulations generally overseen by the Federal Aviation Administration or other governmental entity or agency having jurisdiction to regulate airspace.

3.3 Homeowner's Association Required. For any communities developed within the Property that consist of more than ten (10) single family residential lots that are one acre in size or less, Owners shall create a sustainable and mandatory homeowner's association ("HOA") that requires membership by all of the owners of a residential lot within such community. The HOA shall own and be responsible for the consistent maintenance of any private facilities, appurtenances, and open spaces/ common areas, trails, parks, and facilities within the applicable community ("Private Facilities"), unless specifically to be owned and maintained by the District. The HOA shall have covenants and bylaws and shall require the payment of dues and assessments to consistently maintain all of the Private Facilities. The HOA covenants shall provide for assessments and liens for nonpayment of dues or assessments. The approved covenants of the HOA must be recorded with the County Clerk of Cooke County, with a copy mailed to the City.

3.4 Eminent Domain. In the event that certain specific offsite utility and/or drainage easements and/or right of way are needed to support the development of the Property, the Owners and/ or District shall use reasonable efforts to obtain such easements and right of way. In the event

those efforts fail, the City agrees to take reasonable steps to secure the same (subject to City Council authorization after a finding of public necessity) through the use of the City's power of eminent domain. The Owners shall be responsible for funding all reasonable and necessary legal proceeding/litigation costs, attorney's fees and related expenses, and appraiser and expert witness fees (collectively, the "Eminent Domain Fees") paid or incurred by the City in the exercise of its eminent domain powers. At the request of the City, the Eminent Domain Fees shall be pre-funded by the Owners with the City, in \$20,000 increments, for use in the eminent domain proceedings. Nothing in this subsection is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain.

3.5 Water and Wastewater Service and Solid Waste Service. The City will exclusively provide retail domestic water and wastewater service to the Property as development occurs, including any and all necessary domestic water resources and wastewater treatment. For water and wastewater service, the Owners shall be subject to those fees and charges due and payable to the City in connection with the development of the Property that are charged uniformly to other developments in the ETJ, which is 150% of charges made to properties in the City limits. However, if the City is the sole provider for solid waste service to the Property, the Owners will be subject to in-city rates. The Owners and/ or District shall be responsible for their rough proportionality apportionment costs for any required water and wastewater infrastructure improvements to serve the Property. For any communities developed within the Property that consist of (i) more than ten (10) single family residential lots that are one acre in size or less, (ii) industrial development, or (iii) commercial/retail/office development, the City shall have the option, but not the obligation, to provide solid waste collection services to such community and uses. For the solid waste collection services, the Owners shall be subject to the same fees and charges due and payable to the City that are charged uniformly to customers located within the corporate limits of the City.

3.6 Impact Fee Credits. Notwithstanding anything herein to the contrary, no impact fees, including but not limited to capital recovery fees, pro rata fees and/or the like (the "Fees") for water, wastewater, and other fees shall be charged against the Property other than the following: if the Owners construct and/or fund certain water or wastewater Public Infrastructure that is shown on the City's Impact Fee Capital Improvement Plan, the Fees shall be \$0.00 up to the amount incurred by Owners to construct and/or fund such water or wastewater Public Infrastructure, as well as any costs associated with oversizing such water or wastewater Public Infrastructure (the "Construction Costs"). Owners agree that credits of Fees relating to water shall only be applied toward Owners' Construction Costs relating to water Public Infrastructure and Fees relating to wastewater shall only be applied toward Owners' Construction Costs relating to wastewater Public Infrastructure. Once the Owners have been credited up to the Construction Costs, all Fees applicable to individual lots will be due and payable by the Owners at the time building permits are issued for each single-family residential lot. The Parties further agree that no Fees for roadways and drainage shall be charged against any portion of the Property located in the ETJ of the City, but any portion of the Property located within the corporate limits of the City shall be charged Fees for roadways and drainage that are charged uniformly to other developments within the corporate limits of the City.

3.7 First Responder Services. The Owners agree that the City will not service the Property with police, fire protection, and/or emergency medical services unless and until the District has entered into an Interlocal Cooperation Agreement (“ILA”) with the City to provide such services to the Property.

3.8 Public Infrastructure.

(a) Water and Wastewater. All water and wastewater Public Infrastructure shall be designed, constructed and installed by the Owners at the Owner’s expense in compliance with City standards. From and after the inspection and acceptance by the City of the water and wastewater Public Infrastructure, such infrastructure shall be owned and maintained by the City.

(b) Roadway and Storm Drainage. All roadways and storm drainage Public Infrastructure shall be designed, constructed and installed by the Owners at the Owner’s expense in compliance with City standards. The District, or any newly created municipal utility district as a result of the subdivision of the District, shall own and maintain the roadways and storm drainage Public Infrastructure until such time as the developed property is annexed into the corporate limits of City for full purposes in accordance with Article II herein. For District roadways that connect to City roadways, if, and only if, the City amends its subdivision regulations to include rules and regulations regarding traffic impact analyses, a traffic impact analysis approved by the City engineer shall be provided by Owners as required by the City’s subdivision regulations. However, unless and until the City amends its subdivision regulations to include rules and regulations regarding traffic impact analyses, Owners shall not be required to obtain and provide the City with any traffic impact analyses.

ARTICLE IV
TERM OF AGREEMENT

The term of this Agreement (the “Term”) shall be the later of (i) thirty (30) years from the Effective Date, or (ii) until the Owners have received from the District, or any newly created municipal utility district as a result of the subdivision of the District, one hundred percent (100%) of all reimbursables due to the Owners by the applicable municipal utility district for Public Infrastructure. Notwithstanding any other provision in this Agreement, the total duration of this Agreement and any successive renewals or extensions shall not exceed 45 years from the Effective Date.

ARTICLE V
EVENTS OF DEFAULT; REMEDIES

5.1 Events of Default. No Party shall be in default under this Agreement until written notice of such Party’s alleged failure to perform has been given to all Parties to this Agreement (including a detailed description of the alleged failure) and until such Party has had a reasonable opportunity to cure the alleged failure (taking into consideration the nature and extent of the alleged failure, but in no event less than thirty (30) days after the notice is given). Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured and within such 30-day period gives written notice to the non-defaulting Party of the details of why the cure will take

longer than 30 days with a statement of how many days are needed to cure. Notwithstanding the foregoing, a Party shall be in default if its obligations to make payment under this Agreement is not made within 5 business days after it is due; provided, however, that such default is subject to the notice and cure provisions contained in this Section 5.1.

5.2 Remedies. If a Party is in default under this Agreement, the non-defaulting Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act or actions for specific performance, mandamus, or injunctive relief. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL ENTITLE THE NON-DEFAULTING PARTY TO TERMINATE THIS AGREEMENT OR LIMIT THE TERM OF THIS AGREEMENT.

5.3 Limited Waiver of Immunity. The City acknowledges an express waiver of its governmental immunity from suit and immunity from liability as to any action brought by the Owners to pursue the remedies available under this Agreement for specific performance, mandamus, or injunctive relief, but only to the extent necessary to pursue such remedies. No other waiver of government immunity by the City is made, intended or implied by this Agreement, and the City expressly reserves all available claims and defenses, including but not limited to immunity defenses, against any and all claims by third parties and any cause of action by the Owners and/ or District.

ARTICLE VI AMENDMENT, ASSIGNMENT AND ENCUMBRANCE

6.1 Amendment. This Agreement may be amended only upon written amendment executed by the City and the applicable Owner of any portion of the Property, without the consent of all of the Owners who are Parties to this Agreement, so long as such amendment does not pertain to or negatively impact any other portions of the Property. In the event that any of the Owners sell any portion of the Property, that Owner may assign to such purchaser the right to amend the Agreement as to such purchased portion of the Property by written assignment and notice thereof to the City. Such assignment shall not grant such purchaser the authority to amend this Agreement as to any other portions of the Property.

6.2 Assignment by Owners to Successor Owners.

(a) The Owners have the right (from time to time without the consent of the City, but upon prior written notice to the City) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Owners under this Agreement, to any person or entity (an "Owner Assignee") that (i) is or will become an owner of any portion of the Property or (ii) is controlled by or under common control by any of the Owners, provided that the Owner assigning is not in breach of this Agreement at the time of such assignment. An Owner Assignee is considered the "Owner" and a "Party," and under this Agreement for purposes of the obligations, rights, title, and interest assigned to the Owner Assignee. Notice of each proposed assignment to an Owner Assignee shall be provided to the City at least fifteen (15) days prior to the effective date of the assignment, which notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address (if available) of a contact person representing the Owner Assignee.

(b) Each assignment shall be in writing executed by the assigning Owner and the Owner Assignee and shall obligate the Owner Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to an Owner Assignee shall be provided to all Parties within fifteen (15) days after execution. From and after such assignment, the City agrees to look solely to the Owner Assignee for the performance of all obligations assigned to the Owner Assignee and agrees that the assigning Owner shall be released from subsequently performing the assigned obligations and from any liability that results from the Owner Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within 15 days after execution, the assigning Owner shall not be released until the City receives such copy of the assignment.

(c) No assignment by an Owner shall release such Owner from any liability that resulted from an act or omission by such Owner that occurred prior to the effective date of the assignment unless the City approves the release in writing.

(d) The Owners shall maintain written records of all assignments made by the Owners to Owner Assignees, including a copy of each executed assignment and the Owner Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

6.3 Encumbrance by Owners and Assignees. The Owners and Owner Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of, but with prompt written Notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including Notice (hereinafter defined) information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

6.4 Assignees as Parties. An assignee authorized in accordance with this Agreement and for which notice of assignment has been provided in accordance with this Agreement shall be considered a "Party" for the purposes of this Agreement. With the exception of the End-Buyer of

a lot within the Property, any person or entity upon becoming an owner of land or upon obtaining an ownership interest in any part of the Property shall be deemed to be a "Owner" and have all of the obligations of the Owners as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest.

ARTICLE VII
RECORDATION; ESTOPPEL CERTIFICATES

7.1 Binding Obligations. This Agreement and all amendments hereto and assignments hereof shall be recorded in the deed records of Cooke County. This Agreement binds and constitutes a covenant running with the Property. Upon the Effective Date, when recorded, this Agreement shall be binding upon the Parties and their successors and assigns permitted by this Agreement and forms a part of any other requirements for development within the Property. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property; however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any end-buyer/homebuyer of a fully developed and improved lot (an "End-Buyer"), except for land use and City Regulations that apply to specific final platted lots and shall not negate the End-Buyer's obligation to comply with the City's regulations as they currently exist or may be amended.

7.2 Estoppel Certificates. From time to time upon written request of the Owners, if needed to facilitate a sale of all or a portion of the Property or a loan secured by all or a portion of the Property, a representative of the City will, upon payment to the City of a \$300 fee plus all reasonable costs incurred, execute a written estoppel certificate in a form and substance satisfactory to the City, to his reasonable knowledge and belief, identifying any obligations of the Owners under this Agreement that are in default.

ARTICLE VIII
RECITALS AND ADDITIONAL PROVISIONS

8.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council; (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement; and (e) are hereby incorporated by reference into the body of this Agreement, constituting terms of the Agreement which are enforceable. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

8.2 Notices. All notices required or contemplated by this Agreement (or otherwise given in connection with this Agreement) (a "Notice") shall be in writing, shall be signed by or on behalf of the Party giving the Notice and shall be effective as follows: (a) on or after the 3rd business day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested with a confirming copy sent by email ; (b) on the day delivered by a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by

any person at the delivery address (whether or not such person is the person to whom the Notice is addressed); or (c) otherwise on the day actually received by the person to whom the Notice is addressed, including, but not limited to, delivery in person and delivery by regular mail or by electronic transmission (with a confirming copy sent by facsimile transmission). Notices given pursuant to this section shall be addressed as follows:

CITY: City of Gainesville, Texas
200 S. Rusk
Gainesville, TX 76240
Attention: City Manager
Email: bsullivan@cogtx.org

With a copy to:

Messer, Fort & McDonald
Attn: Andy Messer
6371 Preston Road, Suite 200
Frisco, TX 75034
Email: andy@txmunicipallaw.com

OWNER: Mesa Real Estate Partners, LP
P.O. Box 170
Gainesville, TX 76240
Attention: Kelly Smith
Email: ksmith@b29familyholdings.com

OWNER: B-29 Properties, LLC
P.O. Box 170
Gainesville, TX 76240
Attention: Kelly Smith
Email: ksmith@b29familyholdings.com

OWNER: Stark Enterprises, Inc.
P.O. Box 170
Gainesville, TX 76240
Attention: Kelly Smith
Email: ksmith@b29familyholdings.com

OWNER: John and Sandra Schmitz
P.O. Box 170
Gainesville, TX 76240
Attention: Kelly Smith
Email: ksmith@b29familyholdings.com

OWNER: TimberCreek Real Estate Partners, LLC

175 CR 131
Gainesville, TX 76240
Attention: Cody Ortowski
Email: cjortowski@selectenergy.com

With a copy to:

Coats Rose, P.C.
14755 Preston Road, Suite 600
Dallas, Texas 75254
Attention: Mindy L. Koehne
Email: mkoehne@coatsrose.com

The parties shall have the right from time to time to change their respective addresses by giving at least fifteen (15) days' written notice of such change to the other parties.

8.3 RESERVATION OF RIGHTS. THIS AGREEMENT CONSTITUTES A "PERMIT" WITHIN THE MEANING OF CHAPTER 245, TEXAS LOCAL GOVERNMENT CODE. EXCEPT AS PROVIDED IN THIS SECTION, THE OWNERS DO NOT, BY ENTERING INTO THIS AGREEMENT, WAIVE (AND THE OWNERS EXPRESSLY RESERVE) ANY RIGHT THAT THE OWNERS MAY NOW OR HEREAFTER HAVE WITH RESPECT TO ANY CLAIM: (A) OF "VESTED" OR "PROTECTED" DEVELOPMENT OR OTHER PROPERTY RIGHTS ARISING FROM CHAPTERS 43 OR 245, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED, OR OTHERWISE ARISING FROM COMMON LAW OR OTHER STATE OR FEDERAL LAWS; (B) THAT THE APPLICATION OF IMPACT FEES TO THE DEVELOPMENT OF THE PROPERTY VIOLATES CHAPTER 395 OF THE TEXAS LOCAL GOVERNMENT CODE, AS AMENDED, OR ANY OTHER LOCAL, STATE, OR FEDERAL LAW; OR (C) THAT AN ACTION BY THE CITY CONSTITUTES A "TAKING" OR INVERSE CONDEMNATION OF ALL OR ANY PORTION OF THE PROPERTY. THE OWNERS DO, HOWEVER, WAIVE THE FOREGOING CLAIMS TO THE EXTENT THEY ARISE FROM OR ARE BASED ON DEVELOPMENT OF THE PROPERTY IN ACCORDANCE WITH THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE OWNERS' RESERVATION OF RIGHTS UNDER THIS PARAGRAPH SHALL NOT CONSTITUTE A DEFENSE TO THE CITY'S ENFORCEMENT OF ANY ZONING, SUBDIVISION, OR BUILDING REGULATIONS WHICH ARE EXPRESSLY STATED AS APPLICABLE TO THE PROPERTY BY THE TERMS OF THIS AGREEMENT (AS AMENDED).

8.4 INDEMNIFICATION AND HOLD HARMLESS.

(a) THE OWNERS AND THEIR SUCCESSORS AND ASSIGNS SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES AND AGENTS (EACH AN "INDEMNIFIED PARTY"), FROM AND AGAINST ALL ACTIONS, DAMAGES, CLAIMS, LOSSES OR EXPENSE OF EVERY TYPE AND DESCRIPTION TO WHICH THEY MAY BE SUBJECTED OR PUT: (I) BY REASON OF, OR RESULTING FROM THE ALLEGED BREACH OF ANY

PROVISION OF THIS AGREEMENT BY THE OWNERS OR THE DISTRICT; (II) THE ALLEGED NEGLIGENT DESIGN, ENGINEERING AND/OR CONSTRUCTION BY THE OWNERS OR ANY ARCHITECT, ENGINEER OR CONTRACTOR HIRED BY THE OWNERS OF ANY OF THE PUBLIC INFRASTRUCTURE ACQUIRED FROM THE OWNERS HEREUNDER, PROVIDED THAT IF THERE IS CONCLUSIVE PROOF THAT THE DESIGN, ENGINEERING, AND CONSTRUCTION OF THE PUBLIC INFRASTRUCTURE IS IN STRICT ACCORDANCE WITH THE GOVERNING REGULATIONS, IT SHALL NOT BE CONSIDERED NEGLIGENT FOR PURPOSES OF THIS SECTION; (III) THE OWNERS' ALLEGED NONPAYMENT UNDER CONTRACTS BETWEEN THE OWNERS AND THEIR CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS IN THE PROVISION AND/OR CONSTRUCTION OF THE PUBLIC INFRASTRUCTURE; (IV) ANY CLAIMS OF PERSONS EMPLOYED BY THE OWNERS OR THEIR AGENTS TO CONSTRUCT THE PUBLIC INFRASTRUCTURE; OR (V) ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO OWNERS' RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, AND/OR TRUSTEES, REGARDING OR RELATED TO THE PUBLIC INFRASTRUCTURE OR ANY AGREEMENT OR RESPONSIBILITY REGARDING THE PUBLIC INFRASTRUCTURE, INCLUDING CLAIMS AND CAUSES OF ACTION WHICH MAY ARISE OUT OF THE PARTIAL NEGLIGENCE OF AN INDEMNIFIED PARTY (THE "CLAIMS"). NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE DIRECTLY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF ANY INDEMNIFIED PARTY. THE OWNERS ARE EXPRESSLY REQUIRED TO DEFEND CITY ITS OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES AND AGENTS AGAINST ALL SUCH CLAIMS, AND CITY IS REQUIRED TO REASONABLY COOPERATE AND ASSIST OWNERS IN PROVIDING SUCH DEFENSE.

(b) IN ITS REASONABLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY OWNERS IN FULFILLING ITS OBLIGATIONS HEREUNDER TO DEFEND AND INDEMNIFY THE INDEMNIFIED PARTIES, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. THE INDEMNIFIED PARTIES RESERVE THE RIGHT TO PROVIDE A PORTION OR ALL OF THEIR/ITS OWN DEFENSE, AT THEIR/ITS SOLE COST; HOWEVER, INDEMNIFIED PARTIES ARE UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY AN INDEMNIFIED PARTY IS NOT TO BE CONSTRUED AS A WAIVER OF OWNERS' OBLIGATION TO DEFEND INDEMNIFIED PARTIES OR AS A WAIVER OF OWNERS' OBLIGATION TO INDEMNIFY INDEMNIFIED PARTIES PURSUANT TO THIS AGREEMENT. OWNERS SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN BUSINESS DAYS OF WRITTEN NOTICE FROM AN INDEMNIFIED PARTY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF OWNERS FAIL TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, INDEMNIFIED PARTIES SHALL HAVE

THE RIGHT TO RETAIN DEFENSE COUNSEL ON THEIR OWN BEHALF, AND OWNERS SHALL BE LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES. THE CITY AGREES, UNLESS ADVISED BY DEFENSE COUNCIL TO THE CONTRARY, TO ASSERT ITS IMMUNITY FROM LIABILITY AND IMMUNITY FROM SUIT AND/OR OTHER AVAILABLE AFFIRMATIVE DEFENSES.

(c) THIS SECTION 8.4 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

(d) THE PARTIES AGREE AND STIPULATE THAT THIS INDEMNIFICATION AND THE EXPRESS NEGLIGENCE TEXT COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT, AND IS VALID AND ENFORCEABLE AGAINST THE OWNERS.

8.5 ACKNOWLEDGEMENTS.

(a) NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT TO THE CONTRARY, THE OWNERS ACKNOWLEDGE AND AGREE THAT, PROVIDED THERE ARE NO CITY DEFAULTS UNDER THIS AGREEMENT:

(I) THE PUBLIC INFRASTRUCTURE EXPRESSLY SET FORTH IN ARTICLE III OF THIS AGREEMENT TO BE CONSTRUCTED UNDER THIS AGREEMENT, AND THE FEES TO BE IMPOSED BY THE CITY PURSUANT TO THIS AGREEMENT, REGARDING THE PROPERTY, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:

(A) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;

(B) VIOLATION OF THE TEXAS LOCAL GOVERNMENT CODE, AS IT EXISTS OR MAY BE AMENDED; AND/OR

(C) NUISANCE.

(II) THE AMOUNT OF THE OWNER'S FINANCIAL AND INFRASTRUCTURE CONTRIBUTION FOR THE PUBLIC INFRASTRUCTURE EXPRESSLY SET FORTH IN THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT THE OWNERS' ANTICIPATED IMPROVEMENTS AND OWNERS' DEVELOPMENT OF THE PROPERTY PLACES ON THE CITY'S INFRASTRUCTURE AND THAT THE TERMS OF TEXAS LOCAL GOVERNMENT CODE § 212.904 ARE FULFILLED.

(III) THE OWNERS HEREBY AGREE, STIPULATE AND ACKNOWLEDGE THAT: (A) ANY PROPERTY WHICH IT CONVEYS TO THE CITY OR ACQUIRES PURSUANT TO THE EXPRESS TERMS OF THIS AGREEMENT FOR THE CITY IS ROUGHLY PROPORTIONAL TO THE

BENEFIT RECEIVED BY THE OWNERS FOR SUCH LAND, AND THE OWNERS HEREBY WAIVES ANY CLAIM THEREFOR THAT IT MAY HAVE; AND (B) ALL PREREQUISITES TO SUCH DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND ANY VALUE RECEIVED BY THE CITY RELATIVE TO SAID CONVEYANCE IS RELATED BOTH IN NATURE AND EXTENT TO THE IMPACT OF THE DEVELOPMENT OF THE PROPERTY ON THE CITY'S INFRASTRUCTURE. THE OWNERS FURTHER WAIVE AND RELEASE ALL CLAIMS THEY MAY HAVE AGAINST THE CITY UNDER THIS AGREEMENT RELATED TO ANY AND ALL: (A) CLAIMS OR CAUSES OF ACTION BASED ON ILLEGAL OR EXCESSIVE EXACTIONS; AND (B) ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN *DOLAN V. CITY OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE PUBLIC INFRASTRUCTURE.

(b) THIS SECTION 8.5 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

8.6 Interpretation. In all clauses of this Agreement, a designation of a party by proper name or a defined term (e.g., "Party", "City", "Owners", etc.) is intended to be and shall be construed as inclusive of all employees, officials, officers, owners, agents, heirs, successors in interest, assigns, and other authorized representatives that are implicated in the duties to act or to refrain from action relating to its subject matter. The Parties acknowledge that each of them has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for or against any Party, regardless of which Party originally drafted the provision or the Party's respective contributions to the editing process.

8.7 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by ordinance duly adopted by the City Council in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. The Owners represent and warrant that this Agreement has been approved by appropriate action of the Owners, that the individual(s) executing this Agreement on behalf of the Owners have been duly authorized to do so on behalf of their respective principal(s). The Owners further represent and warrant that its undersigned representatives collectively represent each and every owner of the Property as of the date of its execution. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions and that the performance by the Parties under this Agreement is authorized by Section 212.172 *et. seq.* of the Texas Local Government Code.

8.8 Entire Agreement: Severability. This Agreement, including all Exhibits hereto, constitutes the entire agreement between the Parties and supersedes all prior agreements, whether

oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties. Without limiting the generality of the foregoing, if it is determined that, as of the Effective Date, the Owners do not own any portion of the Property, this Agreement shall remain in full force and effect with respect to all of the Property that the Owners do then own.

8.9 Applicable Law; Venue. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations of the parties are performable in Cooke County. Venue for any action to enforce or construe this agreement shall be Cooke County.

8.10 No Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

8.11 No Third Party Beneficiaries. Except as provided in this section, this Agreement only inures to the benefit of, and may only be enforced by, the entities expressly named and designated as part of the collectively "Parties.". If the District is not an Assignee, or does not exist on the date this Agreement is first executed, the District shall be considered a third-party beneficiary of this Agreement for the limited purposes of seeking specific performance of the obligations set forth herein. An End-Buyer shall be considered a third-party beneficiary of this Agreement but only for the limited purposes for which an End-Buyer is bound by this Agreement (including but not necessarily limited to those obligations applicable to End-Buyer by virtue of covenants running with the land prior to acquisition of ownership interest, e.g., consent to full purpose annexation). No other person or entity shall have any right, title or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

8.12 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three (3) business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term, "force majeure," shall include events or circumstances that are not within the

reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the exercise of good faith, due diligence and reasonable care.

8.13 Counterparts. This Agreement may be executed in any number of counterparts with duplicative signature pages, each of which shall be deemed an original and constitute one and the same instrument having identical material terms.

8.14 Litigation Expenses. Either Party to this Agreement who is the prevailing party in any legal proceeding against the other Party, brought in relation to this Agreement, shall be entitled to recover court costs and reasonable attorneys' fees from the non-prevailing Party to the extent permissible under law.

8.15 Further Documents. Each Party shall, upon request of the other Party, execute and deliver such further documents and perform such further acts as may reasonably be requested to effectuate the terms of this Agreement and achieve the intent of the Parties.

8.16 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its respective governmental powers, immunities, or rights, except as provided for in this Section. The Parties acknowledge that the City waives its sovereign immunity as to suit solely for the purpose of adjudicating a claim under this Agreement. This is an agreement for the provision of goods or services to the City under Section 271.151 *et seq.* of the Texas Local Government Code.

8.17 Amendments. This Agreement cannot be modified, amended, or otherwise varied, except in writing signed by the City and the Owners expressly amending the terms of this Agreement.

8.18 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

8.19 City Acknowledgment of Receipt of 1295 Form. Pursuant to Texas Government Code Section 2252.908, the City hereby acknowledges that the Owners have delivered to the City signed and completed Texas Ethics Form 1295 and certifications of filing with the Texas Ethics Commission.

8.20 Certifications. The Owners certify:

- (a) Pursuant to Texas Government Code Chapter 2271, as amended, the Owners verify that at the time of execution and delivery of this Agreement and for the term of this Agreement, neither the Owners, their parent companies, nor their common-control affiliates currently boycott or will boycott Israel. The term "boycott Israel" as used in this paragraph has the meaning assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended; and
- (b) Pursuant to Texas Government Code, Chapter 2252, as amended, the Owners represent and verify that at the time of execution and delivery of this Agreement and for the term

of this Agreement, neither the Owner, their parent companies, nor their common-control affiliates (i) engage in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

- (c) Pursuant to Chapter 2274 of the Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), the Owners certify that they are not a Company that boycotts energy companies and agrees it will not boycott energy companies during the term of this Agreement. The terms “boycotts energy companies” and “boycott energy companies” have the meaning assigned to the term “boycott energy company” in Section 809.001, Texas Government Code. For purposes of this paragraph, “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, but does not include a sole proprietorship.
- (d) Pursuant to Chapter 2274 of the Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, “SB 19”), the Owners certify that they are not a Company that has a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and agrees it will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The terms “discriminates against a firearm entity or firearm trade association” and “discriminate against a firearm entity or firearm trade association” have the meaning assigned to the term “discriminate against a firearm entity or firearm trade association” in Section 2274.001(3), Texas Government Code (as added by SB 19). For purposes of this paragraph, “Company” means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, but does not mean a sole proprietorship.

8.21 Exhibits. The following exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A	Property Description
Exhibit B	Consent Resolution
Exhibit C	Strategic Partnership Agreement

[signatures on following pages]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, as of the date and year set forth in the first page hereof.

“CITY”

CITY OF GAINESVILLE, TEXAS

Tommy Moore
Tommy Moore, Mayor



ATTEST:

Diana Alcala
Diana Alcala, City Secretary

(city seal)

APPROVED AS TO FORM

_____, City Attorney

STATE OF TEXAS

§
§
§

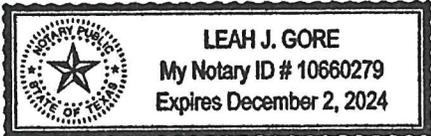
COUNTY OF COOKE

This instrument was acknowledged before me on this 21st day of February, 2023 by Tommy Moore, Mayor of Gainesville, Texas.

Leah J. Gore

Notary Public in and for the State of Texas

[SEAL]



IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, as of the date and year set forth in the first page hereof.

“CITY”

CITY OF GAINESVILLE, TEXAS

Tommy Moore, Mayor



ATTEST:

Diana Alcala, City Secretary

(city seal)

APPROVED AS TO FORM

Amy Menden, City Attorney

STATE OF TEXAS

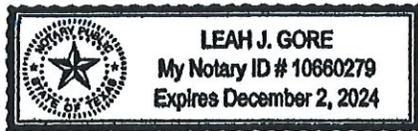
§
§
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COUNTY OF COOKE

This instrument was acknowledged before me on this 21st day of February, 2023 by Tommy Moore, Mayor of Gainesville, Texas.

Leah Gore
Notary Public in and for the State of Texas

[SEAL]



“OWNER”

MESA REAL ESTATE PARTNERS, LP

By: Mesa Real Estate Partners GP, LLC

By: _____
Name: John Schmitz
Title: President

STATE OF TEXAS §
 §
COUNTY OF Harris §

This instrument was acknowledged before me on the 3 day of February, 2022 by John Schmitz, President of Mesa Real Estate Partners GP, LLC, a Texas limited liability company, General Partner of Mesa Real Estate Partners, LP, a Delaware limited partnership, on behalf of said limited partnership.

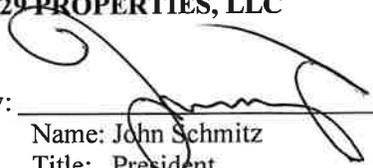
Notary Public in and for the State of Texas

[SEAL]



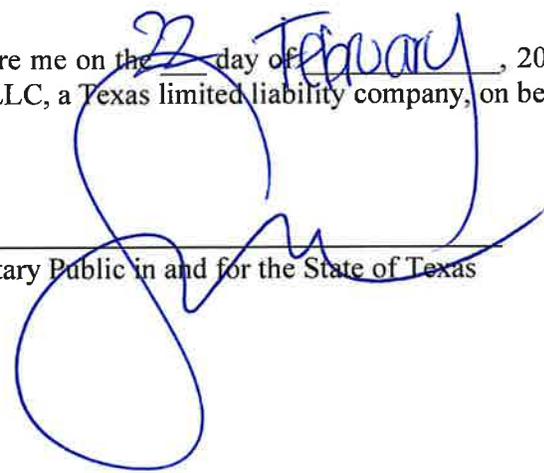
“OWNER”

B-29 PROPERTIES, LLC

By: 
Name: John Schmitz
Title: President

STATE OF TEXAS §
COUNTY OF Harris §
§

This instrument was acknowledged before me on the 22 day of February, 2022 by John Schmitz, President of B-29 Properties, LLC, a Texas limited liability company, on behalf of said limited liability company.

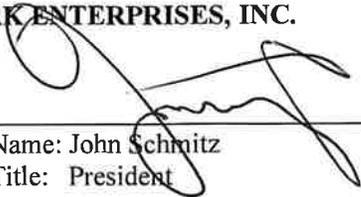

Notary Public in and for the State of Texas

[SEAL]



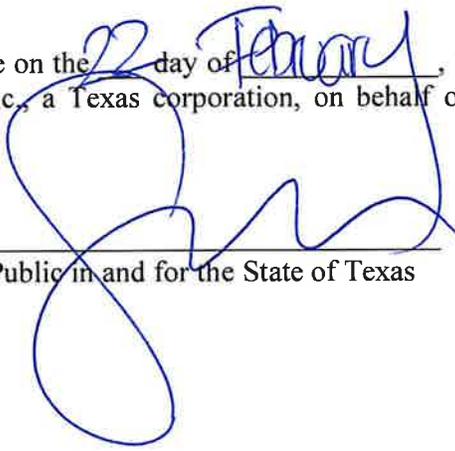
“OWNER”

STARK ENTERPRISES, INC.

By: 
Name: John Schmitz
Title: President

STATE OF TEXAS §
COUNTY OF Harris §
§

This instrument was acknowledged before me on the 22 day of January, 2022 by John Schmitz, President of Stark Enterprises, Inc., a Texas corporation, on behalf of said corporation.



Notary Public in and for the State of Texas

[SEAL]



“OWNER”

[Handwritten signature]

JOHN SCHMITZ

STATE OF TEXAS §

COUNTY OF Harris §

This instrument was acknowledged before me on the 22 day of February, 2022 by John Schmitz, in his individual capacity.

[Handwritten signature]

Notary Public in and for the State of Texas

[SEAL]



“OWNER”

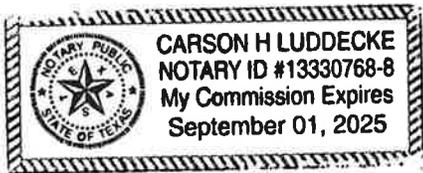
Sandra Schmitz
SANDRA SCHMITZ

STATE OF TEXAS §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me on the 22nd day of February, 2023 by Sandra Schmitz, in her individual capacity.

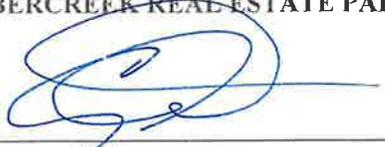
Carson H. Luddecke
Notary Public in and for the State of Texas

[SEAL]



“OWNER”

TIMBERCREEK REAL ESTATE PARTNERS,
LLC

By: 
Name: Cody Ortowski
Title: Manager

STATE OF TEXAS §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me on the 15th day of March, 2023 by Cody Ortowski, Manager of TimberCreek Real Estate Partners, LLC, a Texas limited liability company, on behalf of said limited liability company.


Notary Public in and for the State of Texas

[SEAL]

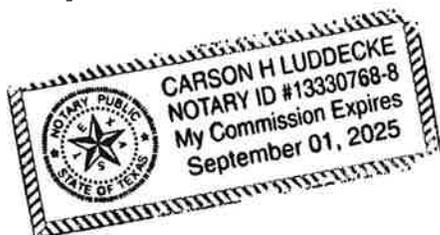


EXHIBIT "A"
Description of Property

**LEGAL DESCRIPTION
TRACT A
2,718.240 ACRES**

BEING A 2,718.240 ACRE TRACT OF LAND SITUATED IN THE B.B.B. & C.R.R. CO SURVEY, ABSTRACT NO. 141, B.B.B. AND C.R.R. CO SURVEY, ABSTRACT NO. 156, B.B.B. AND C.R.R. CO SURVEY, ABSTRACT NO. 157, B.B.B. & C.R.R. CO SURVEY, ABSTRACT NO. 177, ALEXANDER HODGE SURVEY, ABSTRACT NO. 1388, S.B. MURRELL SURVEY, ABSTRACT NO. 1420, B.A. STANFORD SURVEY, ABSTRACT NO. 1445, W.H. DONHAM SURVEY, ABSTRACT NO. 1479, S.B. MURRELL SURVEY, ABSTRACT NO. 1491, JOHN W. CHILDERS SURVEY, ABSTRACT NO. 1511, J.N. MURRELL SURVEY, ABSTRACT NO. 1525, S.E. CLEMENT SURVEY, ABSTRACT NO. 264, J.S.H. DONHAM SURVEY, ABSTRACT NO. 1244, ALLEN ELSTON SURVEY, ABSTRACT NO. 351, C.E. FALLIS SURVEY, ABSTRACT NO. 1516, B.C. FORBES SURVEY, ABSTRACT NO. 1614, C. HART SURVEY, ABSTRACT NO. 461, V.A. HOWETH SURVEY, ABSTRACT NO. 1631, ROBERT McFALL SURVEY, ABSTRACT NO. 674, JAMES G. JONES SURVEY, ABSTRACT NO. 1206, DAVID SMITH SURVEY, ABSTRACT NO. 173, JACOB SPEARS SURVEY, ABSTRACT NO. 915, B.S. STEWART SURVEY, ABSTRACT NO. 949, THOMAS WRIGHT SURVEY, ABSTRACT NO. 1156, COOKE COUNTY, TEXAS, BEING ALL OF TRACT ONE, A CALLED 2,022.20 ACRE TRACT OF LAND AND BEING ALL OF TRACT TWO, A CALLED 133.77 ACRE TRACT OF LAND BOTH DESCRIBED IN WARRANTY DEED TO MESA REAL ESTATE PARTNERS, LP AS RECORDED IN VOLUME 2388, PAGE 103 OF THE DEED RECORDS, COOKE COUNTY, TEXAS, BEING ALL OF A CALLED 6.02 ACRE TRACT OF LAND DESCRIBED IN DEED WITHOUT WARRANTY TO MESA REAL ESTATE PARTNERS, LP AS RECORDED IN VOLUME 2409, PAGE 753 OF THE DEED RECORDS, COOKE COUNTY, TEXAS, AND BEING ALL OF A CALLED 597.31 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED TO MESA REAL ESTATE PARTNERS, LP AS RECORDED IN VOLUME 2388, PAGE 113 OF THE DEED RECORDS, COOKE COUNTY, TEXAS, LESS AND EXCEPT THE FOLLOWING TWO TRACTS: GAINESVILLE GUN & ROD CLUB, A CALLED 11.41 ACRE TRACT OF LAND AND A CALLED 29.71 ACRE TRACT OF LAND BOTH DESCRIBED IN WARRANTY DEED TO MESA REAL ESTATE PARTNERS, LP AS RECORDED IN VOLUME 2388, PAGE 103 OF THE DEED RECORDS, COOKE COUNTY, TEXAS, SAID 2,718.240 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE 4202, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), DETERMINED BY GPS OBSERVATIONS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY NORTHEAST CORNER OF SAID 2,022.20 ACRE TRACT, SAID CORNER BEING ON THE WEST LINE OF THE G.C. & S.F. RAILROAD, AND SAID CORNER BEING ON THE GRADIENT BOUNDARY ON THE SOUTH BANK OF THE RED RIVER AS SURVEYED BY NEDRA FOSTER, LSLs, FEBRUARY 2018;

THENCE, IN A SOUTHERLY DIRECTION ALONG THE EAST LINE OF SAID 2,022.20 ACRE TRACT, SAME BEING THE COMMON WEST LINE OF SAID G.C. & S.F. RAILROAD THE FOLLOWING COURSES AND DISTANCES:

SOUTH 36 DEGREES 08 MINUTES 23 SECONDS WEST, A DISTANCE OF 546.05 FEET TO AN IRON ROD FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 51 DEGREES 00 MINUTES 31 SECONDS, A RADIUS OF 1,985.08 FEET, AND A LONG CHORD THAT BEARS SOUTH 10 DEGREES 38 MINUTES 08 SECONDS WEST, A DISTANCE OF 1,709.47 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 1,767.26 FEET TO AN IRON ROD FOR CORNER;

SOUTH 14 DEGREES 52 MINUTES 08 SECONDS EAST, A DISTANCE OF 500.86 FEET TO AN IRON ROD FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 18 DEGREES 42 MINUTES 00 SECONDS, A RADIUS OF 1,835.08 FEET, AND A LONG CHORD THAT BEARS SOUTH 05 DEGREES 31 MINUTES 08 SECONDS EAST, A DISTANCE OF 596.27 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 598.92 FEET TO AN IRON ROD FOR CORNER;

SOUTH 03 DEGREES 49 MINUTES 52 SECONDS WEST, A DISTANCE OF 1,893.14 FEET TO AN IRON ROD FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 12 DEGREES 30 MINUTES 00 SECONDS, A RADIUS OF 2,939.93 FEET, AND A LONG CHORD THAT BEARS SOUTH 02 DEGREES 25 MINUTES 08 SECONDS EAST, A DISTANCE OF 640.12 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 641.39 FEET TO AN IRON ROD FOR CORNER;

SOUTH 08 DEGREES 40 MINUTES 08 SECONDS EAST, A DISTANCE OF 504.80 FEET TO AN IRON ROD FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 14 DEGREES 50 MINUTES 00 SECONDS, A RADIUS OF 2,789.93 FEET, AND A LONG CHORD THAT BEARS SOUTH 01 DEGREES 15 MINUTES 08 SECONDS EAST, A DISTANCE OF 720.27 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 722.29 FEET TO AN IRON ROD FOR CORNER;

SOUTH 06 DEGREES 09 MINUTES 52 SECONDS WEST, A DISTANCE OF 2,316.98 FEET TO AN IRON ROD FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 13 DEGREES 30 MINUTES 00 SECONDS, A RADIUS OF 2,939.93 FEET, AND A LONG CHORD THAT BEARS SOUTH 00 DEGREES 35 MINUTES 08 SECONDS EAST, A DISTANCE OF 691.10 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 692.70 FEET TO AN IRON ROD FOR CORNER;

SOUTH 07 DEGREES 20 MINUTES 08 SECONDS EAST, A DISTANCE OF 1,439.34 FEET TO A POINT FOR CORNER;

THENCE, DEPARTING SAID COMMON LINE AND OVER AND ACROSS SAID 2,022.20 ACRE TRACT AND AROUND SAID 29.71 ACRE LESS AND EXCEPT TRACT THE FOLLOWING COURSES AND DISTANCES:

SOUTH 73 DEGREES 43 MINUTES 59 SECONDS WEST, A DISTANCE OF 146.54 FEET TO A STEEL PIN IN A FOUND PILE OF STONE FOR THE NORTH CORNER OF SAID 29.71 ACRE TRACT;

SOUTH 73 DEGREES 43 MINUTES 59 SECONDS WEST, A DISTANCE OF 1,866.33 FEET TO A STEEL PIN IN A PILE OF STONE FOR THE WEST CORNER OF SAID 29.71 ACRE TRACT;

SOUTH 18 DEGREES 01 MINUTES 19 SECONDS EAST, A DISTANCE OF 773.25 FEET TO A STEEL PIN IN A PILE OF STONE FOR THE SOUTH CORNER OF SAID 29.71 ACRE TRACT;

NORTH 70 DEGREES 04 MINUTES 27 SECONDS EAST, A DISTANCE OF 1,618.13 FEET TO A STEEL PIN FOR THE MOST SOUTHERLY EAST CORNER OF SAID 29.71 ACRE TRACT;

NORTH 25 DEGREES 51 MINUTES 21 SECONDS EAST, A DISTANCE OF 313.39 FEET TO A STEEL PIN FOR THE MOST EASTERLY EAST CORNER OF SAID 29.71 ACRE TRACT;

NORTH 13 DEGREES 57 MINUTES 34 SECONDS WEST, A DISTANCE OF 437.53 FEET TO AFORESAID STEEL PIN IN A PILE OF STONE FOR SAID NORTH CORNER;

NORTH 73 DEGREES 43 MINUTES 59 SECONDS EAST, A DISTANCE OF 146.54 FEET TO AFORESAID POINT FOR CORNER ON AFORESAID COMMON EAST LINE OF SAID 2,022.20 ACRE TRACT, SAME BEING THE COMMON AFORESAID WEST LINE OF SAID G.C. & S.F. RAILROAD;

THENCE, IN A SOUTHERLY DIRECTION CONTINUING ALONG SAID COMMON LINE THE FOLLOWING COURSES AND DISTANCES:

SOUTH 07 DEGREES 20 MINUTES 08 SECONDS EAST, ALONG SAID COMMON LINE, A DISTANCE OF 403.17 FEET TO AN IRON ROD FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 14 DEGREES 10 MINUTES 00 SECONDS, A RADIUS OF 2,789.93 FEET, AND A LONG CHORD THAT BEARS SOUTH 00 DEGREES 15 MINUTES 08 SECONDS EAST, A DISTANCE OF 688.07 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 689.83 FEET TO AN IRON ROD FOR CORNER;

SOUTH 06 DEGREES 49 MINUTES 52 SECONDS WEST, ALONG SAID COMMON LINE, A DISTANCE OF 283.34 FEET TO AN IRON ROD FOR THE SOUTHEAST CORNER OF SAID 2,022.20 ACRE TRACT;

THENCE, NORTH 87 DEGREES 39 MINUTES 26 SECONDS WEST, DEPARTING THE WEST LINE OF SAID G.C. & S.F. RAILROAD, AND ALONG THE SOUTH LINE OF SAID 2,022.20 ACRE TRACT, A DISTANCE OF 5,384.51 FEET TO AN IRON ROD FOR CORNER, SAID CORNER BEING ON THE NORTHEAST LINE OF F.M. 1202 (A VARIABLE WIDTH PRESCRIPTIVE RIGHT-OF-WAY);

THENCE, ALONG THE WEST LINE OF SAID 2,022.20 ACRE TRACT AND GENERALLY ALONG SAID F.M. 1202 THE FOLLOWING COURSES AND DISTANCES:

NORTH 25 DEGREES 30 MINUTES 43 SECONDS WEST, A DISTANCE OF 80.97 FEET TO AN IRON ROD FOR CORNER;

SOUTH 64 DEGREES 22 MINUTES 17 SECONDS WEST, A DISTANCE OF 19.90 FEET TO AN IRON ROD FOUND FOR CORNER;

NORTH 00 DEGREES 06 MINUTES 46 SECONDS WEST, A DISTANCE OF 701.85 FEET TO A POINT FOR CORNER;

THENCE, DEPARTING SAID WEST LINE AND OVER AND ACROSS SAID 2,022.20 ACRE TRACT AND AROUND SAID 11.41 ACRE LESS AND EXCEPT TRACT THE FOLLOWING COURSES AND DISTANCES:

NORTH 89 DEGREES 53 MINUTES 14 SECONDS EAST, A DISTANCE OF 141.15 FEET TO A STEEL PIN FOR THE WEST CORNER OF SAID 11.41 ACRE TRACT;

SOUTH 25 DEGREES 26 MINUTES 27 SECONDS EAST, A DISTANCE OF 347.02 FEET TO A STEEL PIN FOR THE MOST SOUTHERLY SOUTH CORNER OF SAID 11.41 ACRE TRACT;

NORTH 64 DEGREES 38 MINUTES 26 SECONDS EAST, A DISTANCE OF 178.00 FEET TO A FENCE CORNER FOR A SOUTH CORNER OF SAID 11.41 ACRE TRACT;

NORTH 69 DEGREES 37 MINUTES 58 SECONDS EAST, A DISTANCE OF 673.56 FEET TO A STEEL PIN FOR THE EAST CORNER OF SAID 11.41 ACRE TRACT;

NORTH 20 DEGREES 21 MINUTES 59 SECONDS WEST, A DISTANCE OF 654.74 FEET TO A STEEL PIN FOR THE MOST NORTHERLY NORTH CORNER OF SAID 11.41 ACRE TRACT;

SOUTH 69 DEGREES 31 MINUTES 59 SECONDS WEST, A DISTANCE OF 478.58 FEET TO A STEEL PIN FOR A NORTH CORNER OF SAID 11.41 ACRE TRACT;

SOUTH 25 DEGREES 27 MINUTES 13 SECONDS WEST, A DISTANCE OF 454.63 FEET TO AN IRON ROD FOR A REENTRANT CORNER OF SAID 11.41 ACRE TRACT;

SOUTH 64 DEGREES 30 MINUTES 33 SECONDS WEST, A DISTANCE OF 77.27 FEET TO AFORESAID STEEL PIN FOR WEST CORNER;

SOUTH 89 DEGREES 53 MINUTES 14 SECONDS WEST, A DISTANCE OF 141.15 FEET TO AFORESAID POINT FOR CORNER ON AFORESAID WEST LINE OF SAID 2,022.20 ACRE TRACT;

THENCE, NORTH 00 DEGREES 06 MINUTES 46 SECONDS WEST, CONTINUING ALONG AFORESAID WEST LINE AND GENERALLY ALONG AFORESAID F.M. 1202, A DISTANCE OF 1,453.11 FEET TO AN IRON ROD FOUND FOR CORNER;

THENCE, DEPARTING SAID WEST LINE AND ALONG THE SOUTHEAST LINE OF SAID 597.31 ACRE TRACT, SAME BEING THE COMMON NORTHWEST LINE OF A CALLED 49.30

ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED TO MOLLIE EATON AS RECORDED IN VOLUME 1448, PAGE 314 OF THE DEED RECORDS, COOKE COUNTY, TEXAS, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 74 DEGREES 25 MINUTES 50 SECONDS WEST, A DISTANCE OF 23.32 FEET TO A 3-INCH FENCE CORNER POST FOR CORNER;

SOUTH 68 DEGREES 03 MINUTES 59 SECONDS WEST, A DISTANCE OF 923.95 FEET TO A 3-INCH FENCE CORNER POST FOR CORNER;

SOUTH 64 DEGREES 42 MINUTES 30 SECONDS WEST, A DISTANCE OF 1,048.07 FEET TO A 3-INCH FENCE CORNER POST FOR CORNER;

THENCE, DEPARTING THE NORTHWEST LINE OF SAID 49.30 ACRE TRACT, AND IN A NORTHWESTERLY DIRECTION ALONG THE SOUTHWEST LINE OF SAID 597.31 ACRE TRACT THE FOLLOWING COURSES AND DISTANCES:

NORTH 25 DEGREES 26 MINUTES 40 SECONDS WEST, A DISTANCE OF 3,623.16 FEET TO A 3-INCH FENCE CORNER POST FOR CORNER;

SOUTH 72 DEGREES 58 MINUTES 32 SECONDS WEST, A DISTANCE OF 55.78 FEET TO A 3-INCH FENCE CORNER POST FOR CORNER;

NORTH 22 DEGREES 55 MINUTES 57 SECONDS WEST, A DISTANCE OF 290.11 FEET TO A 3-INCH FENCE CORNER POST FOR CORNER;

NORTH 62 DEGREES 14 MINUTES 34 SECONDS WEST, A DISTANCE OF 175.77 FEET TO A STEEL PIN AT A 3-INCH FENCE CORNER POST FOR CORNER;

NORTH 77 DEGREES 51 MINUTES 04 SECONDS WEST, A DISTANCE OF 1,781.76 FEET TO A 3-INCH FENCE CORNER POST FOR CORNER;

NORTH 29 DEGREES 16 MINUTES 32 SECONDS WEST, A DISTANCE OF 1,359.47 FEET TO AN 8-INCH FENCE CORNER POST IN CONCRETE FOOTING FOR CORNER;

NORTH 25 DEGREES 45 MINUTES 22 SECONDS WEST, A DISTANCE OF 703.05 FEET TO A STEEL PIN FOR CORNER;

SOUTH 80 DEGREES 56 MINUTES 20 SECONDS WEST, A DISTANCE OF 151.53 FEET TO A STEEL PIN FOR CORNER;

NORTH 09 DEGREES 03 MINUTES 41 SECONDS WEST, A DISTANCE OF 365.68 FEET TO A STEEL PIN FOR CORNER;

NORTH 10 DEGREES 04 MINUTES 00 SECONDS WEST, A DISTANCE OF 202.07 FEET TO A STEEL PIN FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 06 DEGREES 37 MINUTES 51 SECONDS, A RADIUS OF 1,949.86 FEET, AND A LONG CHORD THAT BEARS NORTH 15 DEGREES 22 MINUTES 37 SECONDS WEST, A DISTANCE OF 225.53 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 225.66 FEET TO A STEEL PIN FOR CORNER;

NORTH 20 DEGREES 41 MINUTES 14 SECONDS WEST, A DISTANCE OF 202.07 FEET TO A STEEL PIN FOR CORNER;

NORTH 21 DEGREES 41 MINUTES 32 SECONDS WEST, A DISTANCE OF 314.66 FEET TO A STEEL PIN FOUND FOR THE NORTHWEST CORNER OF SAID 597.31 ACRE TRACT;

THENCE, IN AN EASTERLY DIRECTION ALONG THE NORTH LINE OF SAID 597.31 ACRE TRACT THE FOLLOWING COURSES AND DISTANCES:

SOUTH 80 DEGREES 35 MINUTES 10 SECONDS EAST, A DISTANCE OF 1,105.47 FEET TO A STEEL PIN FOR CORNER;

SOUTH 35 DEGREES 19 MINUTES 20 SECONDS WEST, A DISTANCE OF 178.08 FEET TO A FENCE CORNER;

SOUTH 55 DEGREES 04 MINUTES 20 SECONDS EAST, A DISTANCE OF 191.12 FEET TO A FENCE CORNER;

NORTH 52 DEGREES 56 MINUTES 18 SECONDS EAST, A DISTANCE OF 334.45 FEET TO A STEEL PIN FOR CORNER;

SOUTH 80 DEGREES 35 MINUTES 09 SECONDS EAST, A DISTANCE OF 4,037.04 FEET TO A 10-INCH FENCE CORNER POST IN CONCRETE FOOTING;

NORTH 84 DEGREES 22 MINUTES 47 SECONDS EAST, A DISTANCE OF 1,510.49 FEET TO A STEEL PIN FOR CORNER ON AFORESAID WEST LINE OF SAID 2,022.20 ACRE TRACT;

THENCE, NORTH 00 DEGREES 06 MINUTES 46 SECONDS WEST, ALONG SAID WEST LINE, A DISTANCE OF 6,006.55 FEET TO A SQUARE PIPE FOR CORNER;

THENCE, NORTH 00 DEGREES 08 MINUTES 28 SECONDS WEST, CONTINUING ALONG SAID ALONG SAID WEST LINE, A DISTANCE OF 5,629.45 FEET TO A WOOD FENCE CORNER;

THENCE, SOUTH 89 DEGREES 24 MINUTES 31 SECONDS EAST, ALONG THE NORTH LINE OF SAID 2,022.20 ACRE TRACT, PASSING AT A DISTANCE OF 267.14 FEET A CAPPED IRON ROD FOR THE MOST NORTHERLY NORTHEAST CORNER OF SAID 2,022.20 ACRE TRACT, SAME BEING THE COMMON NORTHWEST CORNER OF SAID 133.77 ACRE TRACT, AND CONTINUING IN ALL A TOTAL DISTANCE OF 1,750.12 FEET TO A POINT FOR THE NORTHEAST CORNER OF SAID 133.77 ACRE TRACT, SAID CORNER BEING ON AFORESAID GRADIENT BOUNDARY ON THE SOUTH BANK OF THE RED RIVER AS SURVEYED BY NEDRA FOSTER, LSLs, FEBRUARY 2018;

THENCE, IN A SOUTHEASTERLY DIRECTION ALONG THE NORTHEAST LINE OF SAID 133.77 ACRE TRACT, SAME BEING SAID COMMON GRADIENT BOUNDARY THE FOLLOWING COURSES AND DISTANCES:

SOUTH 53 DEGREES 58 MINUTES 21 SECONDS EAST, A DISTANCE OF 91.40 FEET TO A POINT FOR CORNER;

SOUTH 45 DEGREES 17 MINUTES 03 SECONDS EAST, A DISTANCE OF 427.80 FEET TO A POINT FOR CORNER;

SOUTH 60 DEGREES 28 MINUTES 15 SECONDS EAST, A DISTANCE OF 691.87 FEET TO A POINT FOR CORNER;

SOUTH 27 DEGREES 10 MINUTES 46 SECONDS EAST, A DISTANCE OF 834.10 FEET TO A POINT FOR CORNER;

SOUTH 27 DEGREES 24 MINUTES 53 SECONDS EAST, A DISTANCE OF 784.05 FEET TO A POINT FOR CORNER;

SOUTH 42 DEGREES 03 MINUTES 52 SECONDS EAST, A DISTANCE OF 110.45 FEET TO A POINT FOR CORNER;

SOUTH 24 DEGREES 14 MINUTES 12 SECONDS EAST, A DISTANCE OF 297.20 FEET TO A POINT FOR CORNER;

SOUTH 18 DEGREES 40 MINUTES 36 SECONDS EAST, A DISTANCE OF 299.79 FEET TO A POINT FOR CORNER;

SOUTH 11 DEGREES 16 MINUTES 26 SECONDS EAST, A DISTANCE OF 312.02 FEET TO A POINT FOR CORNER;

SOUTH 00 DEGREES 25 MINUTES 20 SECONDS WEST, A DISTANCE OF 407.01 FEET TO A POINT FOR CORNER ON SAID COMMON LINE, SAID CORNER BEING A SOUTHEAST CORNER OF SAID 133.77 ACRE TRACT;

THENCE, SOUTH 66 DEGREES 22 MINUTES 14 SECONDS WEST, DEPARTING SAID COMMON LINE AND ALONG A SOUTHEAST LINE OF SAID 133.77 ACRE TRACT, A DISTANCE OF 0.32 FEET TO A POINT FOR CORNER ON SAID SOUTHEAST LINE, SAID CORNER BEING THE NORTHEAST CORNER OF SAID 6.02 ACRE TRACT;

THENCE, SOUTH 14 DEGREES 04 MINUTES 17 SECONDS EAST, DEPARTING SAID SOUTHEAST LINE AND ALONG THE NORTHEAST LINE OF SAID 6.02 ACRE TRACT, SAME BEING THE COMMON GRADIENT BOUNDARY ON THE RIGHT BANK OF THE RED RIVER, A DISTANCE OF 1,329.68 FEET TO A POINT FOR THE SOUTH CORNER OF SAID 6.02 ACRE TRACT, SAID CORNER BEING ON SAID GRADIENT BOUNDARY, AND SAID CORNER BEING ON THE AFORESAID NORTHEAST LINE OF SAID 133.77 ACRE TRACT;

THENCE, SOUTH 12 DEGREES 01 MINUTES 50 SECONDS EAST, ALONG SAID NORTHEAST LINE, A DISTANCE OF 62.37 FEET TO A POINT FOR THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID 133.77 ACRE TRACT;

THENCE, SOUTH 65 DEGREES 46 MINUTES 20 SECONDS WEST, ALONG THE MOST SOUTHERLY SOUTHEAST LINE OF SAID 133.77 ACRE TRACT, DEPARTING SAID SOUTHEAST LINE, PASSING THE SOUTH CORNER OF SAID 133.77 ACRE TRACT AT A DISTANCE OF 21.93 FEET, AND CONTINUING IN ALL A TOTAL DISTANCE OF 40.94 FEET TO A POINT FOR CORNER ON THE AFORESAID NORTHEAST LINE OF SAID 2,022.20 ACRE TRACT, SAME BEING THE COMMON AFORESAID GRADIENT BOUNDARY ON THE SOUTH BANK OF THE RED RIVER AS SURVEYED BY NEDRA FOSTER, LSLs, FEBRUARY 2018;

THENCE, IN A SOUTHEASTERLY DIRECTION ALONG SAID COMMON LINE THE FOLLOWING COURSES AND DISTANCES:

SOUTH 39 DEGREES 32 MINUTES 10 SECONDS EAST, A DISTANCE OF 80.65 FEET TO A POINT FOR CORNER;

SOUTH 36 DEGREES 08 MINUTES 07 SECONDS EAST, A DISTANCE OF 234.02 FEET TO A POINT FOR CORNER;

SOUTH 38 DEGREES 10 MINUTES 44 SECONDS EAST, A DISTANCE OF 297.68 FEET TO A POINT FOR CORNER;

SOUTH 35 DEGREES 37 MINUTES 50 SECONDS EAST, A DISTANCE OF 286.67 FEET TO A POINT FOR CORNER;

SOUTH 35 DEGREES 41 MINUTES 43 SECONDS EAST, A DISTANCE OF 253.65 FEET TO A POINT FOR CORNER;

SOUTH 34 DEGREES 19 MINUTES 49 SECONDS EAST, A DISTANCE OF 148.95 FEET TO A POINT FOR CORNER;

SOUTH 42 DEGREES 22 MINUTES 03 SECONDS EAST, A DISTANCE OF 123.17 FEET TO A POINT FOR CORNER;

SOUTH 43 DEGREES 37 MINUTES 31 SECONDS EAST, A DISTANCE OF 265.24 FEET TO A POINT FOR CORNER;

SOUTH 45 DEGREES 34 MINUTES 58 SECONDS EAST, A DISTANCE OF 208.61 FEET TO A POINT FOR CORNER;

SOUTH 47 DEGREES 46 MINUTES 27 SECONDS EAST, A DISTANCE OF 321.40 FEET TO A POINT FOR CORNER;

SOUTH 52 DEGREES 07 MINUTES 30 SECONDS EAST, A DISTANCE OF 262.24 FEET TO A POINT FOR CORNER;

SOUTH 60 DEGREES 46 MINUTES 51 SECONDS EAST, A DISTANCE OF 67.60 FEET TO A POINT FOR CORNER;

SOUTH 66 DEGREES 06 MINUTES 17 SECONDS EAST, A DISTANCE OF 172.92 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 2,718.240 ACRES OF LAND, MORE OR LESS.

“THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED”

**LEGAL DESCRIPTION
TRACT B
4,560.911 ACRES**

BEING A 4,560.911 ACRE TRACT OF LAND SITUATED IN THE B.B.B. AND C.R.R. CO SURVEY, ABSTRACT NO. 155, B.B.B. AND C.R.R. CO SURVEY, ABSTRACT NO. 175, JAMES C. BROWN SURVEY, ABSTRACT NO. 185, FRANKLIN COOK SURVEY, ABSTRACT NO. 242, JACOB CASPAN SURVEY, ABSTRACT NO. 247, JAMES C. DOBKINS SURVEY, ABSTRACT NO. 315, JACOB DOBKINS SURVEY, ABSTRACT NO. 316, JAMES FRANKLIN SURVEY, ABSTRACT NO. 370, MUND GROSS SURVEY, ABSTRACT NO. 401, WILLIAM HOLT SURVEY, ABSTRACT NO. 456, MARSHALL UNIVERSITY SURVEY, ABSTRACT NO. 616, JAMES McWILLIAMS SURVEY, ABSTRACT NO. 658, JOHN S. MENIFEE SURVEY, ABSTRACT NO. 664, JOHN S. MENIFEE SURVEY, ABSTRACT NO. 665, ALEX C. McFARLAND SURVEY, ABSTRACT NO. 677, MIRAM McCALL SURVEY, ABSTRACT NO. 703, L.B. NELSON SURVEY, ABSTRACT NO. 799, J. PURCELL SURVEY, ABSTRACT NO. 834, SARAH SMITH SURVEY, ABSTRACT NO. 913, JACOB SPEARS SURVEY, ABSTRACT NO. 915, ELIZABETH STONE SURVEY, ABSTRACT NO. 1002, D.B. TAYLOR SURVEY, ABSTRACT NO. 1068, JAMES C. BROWN SURVEY, ABSTRACT NO. 1185, WM C DAVIS SURVEY, ABSTRACT NO. 1195, C.H. McALISTER SURVEY, ABSTRACT NO. 1267, S.H. BROWN SURVEY, ABSTRACT NO. 1287, L.M. FORD SURVEY, ABSTRACT NO. 1293, D.C. HEED SURVEY, ABSTRACT NO. 1296, W W HOWETH SURVEY, ABSTRACT NO. 1375, A. HODGE SURVEY, ABSTRACT NO. 1388, B.A. STANFORD SURVEY, ABSTRACT NO. 1445, C.E. FALLIS SURVEY, ABSTRACT NO. 1515, J.N. MURRELL SURVEY, ABSTRACT NO. 1525, V.A. HOWETH SURVEY, ABSTRACT NO. 1631, B.B.B. & C.R.R. CO SURVEY, ABSTRACT NO. 1650, J.J. LANG SURVEY, ABSTRACT NO. 1655, COOKE COUNTY, TEXAS, BEING ALL OF TRACT 1 (100 ACRE TRACT), A CALLED 100.00 ACRE TRACT OF LAND AND BEING ALL OF TRACT 2 (100 ACRE TRACT), A CALLED 100.00 ACRE TRACT OF LAND BOTH BEING DESCRIBED IN WARRANTY DEED TO JOHN SCHMITZ AND SANDY SCHMITZ AS RECORDED IN VOLUME 2388, PAGE 64 OF THE DEED RECORDS, COOKE COUNTY, TEXAS, BEING ALL OF FARM NO. 1 (1960 ACRES, MORE OR LESS), A CALLED 1770.0 ACRE TRACT OF LAND, A CALLED 157.47 ACRE TRACT OF LAND, AND A CALLED 16.41 ACRE TRACT OF LAND ALL OF WHICH BEING DESCRIBED IN WARRANTY DEED TO STARK ENTERPRISES, INC. AS RECORDED IN VOLUME 520, PAGE 414 OF THE DEED RECORDS, COOKE COUNTY, TEXAS, BEING A PART OF A CALLED 270.81 ACRE TRACT OF LAND AND BEING ALL OF A CALLED 813.753 ACRE TRACT OF LAND BOTH BEING DESCRIBED IN WARRANTY DEED TO MESA REAL ESTATE PARTNERS, LP AS RECORDED IN VOLUME 2388, PAGE 113 OF THE DEED RECORDS, COOKE COUNTY, TEXAS, BEING ALL OF A CALLED 82.092 ACRE TRACT OF LAND AND BEING ALL OF A CALLED 733.184 ACRE TRACT OF LAND BOTH BEING DESCRIBED IN GENERAL WARRANTY DEED TO TIMBERCREEK REAL ESTATE PARTNERS, L.L.C. AS RECORDED IN VOLUME 1674, PAGE 173 OF THE DEED RECORDS, COOKE COUNTY, TEXAS, BEING ALL OF A CALLED 80.869 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED TO MESA REAL ESTATE PARTNERS, LP AS RECORDED IN VOLUME 2388, PAGE 89 OF THE DEED RECORDS, COOKE COUNTY, TEXAS, BEING ALL OF TRACT 2, A CALLED 26.229 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED TO MESA REAL ESTATE PARTNERS, LP AS RECORDED IN VOLUME 2388, PAGE 96 OF THE DEED RECORDS, COOKE COUNTY, TEXAS, BEING ALL OF A CALLED 247.572 ACRE TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED TO B-29 PROPERTIES, LLC AS RECORDED IN VOLUME 2526, PAGE 752 OF THE DEED RECORDS, COOKE COUNTY, TEXAS, AND BEING ALL OF A CALLED 304.453 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED TO B-29 PROPERTIES, LLC AS

RECORDED IN VOLUME 2454, PAGE 560 OF THE DEED RECORDS, COOKE COUNTY, TEXAS, SAID 4,560.911 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE 4202, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8-INCH IRON ROD WITH A 3-1/4-INCH ALUMINUM CAP STAMPED "TEXAS DEPARTMENT OF TRANSPORTATION R.O.W" (HEREAFTER REFERRED TO AS "ALUMINUM ROW CAP") FOR THE NORTHWEST CORNER OF SAID TRACT 1, 100.00 ACRE TRACT, SAID CORNER BEING THE MOST NORTHERLY NORTHEAST CORNER OF A CALLED 1.0905 ACRE TRACT OF LAND DESCRIBED IN DEED TO THE STATE OF TEXAS AS RECORDED IN VOLUME 2290, PAGE 758 OF THE DEED RECORDS, COOKE COUNTY, TEXAS, AND SAID CORNER BEING ON THE EAST RIGHT-OF-WAY LINE INTERSTATE HIGHWAY 35 (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, SOUTH 80 DEGREES 18 MINUTES 48 SECONDS EAST, DEPARTING THE EAST RIGHT-OF-WAY OF SAID INTERSTATE HIGHWAY 35, AND ALONG THE NORTH LINE OF SAID TRACT 1, 100.00 ACRE TRACT, A DISTANCE OF 3,564.17 FEET TO A FENCE CORNER POST FOUND FOR THE NORTHEAST CORNER OF SAID TRACT 1, 100.00 ACRE TRACT, SAID CORNER BEING ON THE WEST LINE OF SAID 1770.0 ACRE TRACT;

THENCE IN A NORTHERLY DIRECTION ALONG THE WEST LINE OF SAID 1770.0 ACRE TRACT, SAME BEING ALONG OLD BROWN'S FERRY ROAD (ABANDONED) THE FOLLOWING COURSES AND DISTANCES:

NORTH 07 DEGREES 34 MINUTES 28 SECONDS EAST, A DISTANCE OF 807.05 FEET TO A POINT FOR CORNER;

NORTH 01 DEGREES 06 MINUTES 51 SECONDS WEST, A DISTANCE OF 362.70 FEET TO A POINT FOR CORNER;

NORTH 37 DEGREES 37 MINUTES 26 SECONDS EAST, A DISTANCE OF 274.43 FEET TO A POINT FOR CORNER;

NORTH 10 DEGREES 02 MINUTES 40 SECONDS WEST, A DISTANCE OF 843.25 FEET TO A POINT FOR CORNER;

NORTH 25 DEGREES 44 MINUTES 59 SECONDS EAST, A DISTANCE OF 517.77 FEET TO A POINT FOR CORNER;

NORTH 44 DEGREES 51 MINUTES 25 SECONDS WEST, A DISTANCE OF 54.35 FEET TO A POINT FOR CORNER;

NORTH 49 DEGREES 20 MINUTES 55 SECONDS EAST, A DISTANCE OF 107.93 FEET TO A POINT FOR CORNER;

NORTH 28 DEGREES 05 MINUTES 40 SECONDS EAST, A DISTANCE OF 199.81 FEET TO A POINT FOR CORNER;

NORTH 41 DEGREES 52 MINUTES 37 SECONDS EAST, A DISTANCE OF 167.65 FEET TO A POINT FOR CORNER;

SOUTH 73 DEGREES 40 MINUTES 13 SECONDS EAST, A DISTANCE OF 123.04 FEET TO A POINT FOR CORNER;

NORTH 29 DEGREES 46 MINUTES 44 SECONDS EAST, A DISTANCE OF 386.85 FEET TO A POINT FOR CORNER;

NORTH 26 DEGREES 14 MINUTES 05 SECONDS EAST, A DISTANCE OF 24.76 FEET TO A POINT FOR CORNER;

NORTH 28 DEGREES 03 MINUTES 23 SECONDS EAST, A DISTANCE OF 40.93 FEET TO A POINT FOR CORNER;

NORTH 29 DEGREES 01 MINUTES 33 SECONDS EAST, A DISTANCE OF 107.91 FEET TO A POINT FOR CORNER;

NORTH 21 DEGREES 23 MINUTES 29 SECONDS WEST, A DISTANCE OF 195.06 FEET TO A 1/2-INCH STEEL SQUARE TUBING FOUND FOR THE NORTHWEST CORNER OF SAID 1770.0 ACRE TRACT, SAID CORNER BEING ON THE SOUTH BANK OF THE RED RIVER;

THENCE, IN A SOUTHEASTERLY DIRECTION ALONG THE NORTH LINE OF SAID 1770.0 ACRE TRACT, SAME BEING THE COMMON SOUTH BANK OF SAID RED RIVER THE FOLLOWING COURSES AND DISTANCES:

SOUTH 70 DEGREES 49 MINUTES 58 SECONDS EAST, A DISTANCE OF 683.31 FEET TO A POINT FOR CORNER;

SOUTH 70 DEGREES 44 MINUTES 22 SECONDS EAST, A DISTANCE OF 429.70 FEET TO A POINT FOR CORNER;

SOUTH 72 DEGREES 50 MINUTES 55 SECONDS EAST, A DISTANCE OF 631.26 FEET TO A POINT FOR CORNER;

SOUTH 72 DEGREES 31 MINUTES 26 SECONDS EAST, A DISTANCE OF 434.13 FEET TO A POINT FOR CORNER;

SOUTH 75 DEGREES 00 MINUTES 37 SECONDS EAST, A DISTANCE OF 317.05 FEET TO A POINT FOR CORNER;

SOUTH 76 DEGREES 17 MINUTES 44 SECONDS EAST, A DISTANCE OF 541.21 FEET TO A POINT FOR CORNER;

SOUTH 78 DEGREES 58 MINUTES 44 SECONDS EAST, A DISTANCE OF 520.69 FEET TO A POINT FOR CORNER;

SOUTH 82 DEGREES 42 MINUTES 56 SECONDS EAST, A DISTANCE OF 526.02 FEET TO A POINT FOR CORNER;

SOUTH 86 DEGREES 02 MINUTES 55 SECONDS EAST, A DISTANCE OF 338.31 FEET TO A POINT FOR CORNER;

SOUTH 79 DEGREES 22 MINUTES 42 SECONDS EAST, A DISTANCE OF 655.58 FEET TO A POINT FOR CORNER;

SOUTH 87 DEGREES 37 MINUTES 18 SECONDS EAST, A DISTANCE OF 131.50 FEET TO A POINT FOR THE NORTHEAST CORNER OF SAID 1770.0 ACRE TRACT;

THENCE, SOUTH 04 DEGREES 43 MINUTES 15 SECONDS WEST, PASSING AT A DISTANCE OF 17.65 FEET THE NORTHWEST CORNER OF A CALLED 448.69 ACRE TRACT DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN TO CHRISTOPHER BANCROFT AS RECORDED IN VOLUME 742, PAGE 845 OF THE DEED RECORDS, COOKE COUNTY, TEXAS, ALONG THE WEST LINE OF SAID 448.69 ACRE TRACT, ENTERING THE GENERAL CENTER OF OLD SACRA'S FERRY ROAD (ABANDONED), A DISTANCE OF 268.76 FEET TO A SPIKE FOR CORNER;

THENCE, CONTINUING IN A SOUTHERLY DIRECTION ALONG THE EAST LINE OF SAID 1770.0 ACRE TRACT, AND THE COMMON WEST LINE OF SAID 448.69 ACRE TRACT, AND ALONG THE GENERAL CENTER OF SAID OLD SACRA'S FERRY ROAD THE FOLLOWING COURSES AND DISTANCES:

SOUTH 02 DEGREES 15 MINUTES 26 SECONDS EAST, A DISTANCE OF 222.72 FEET TO A SPIKE FOR CORNER;

SOUTH 04 DEGREES 44 MINUTES 25 SECONDS EAST, A DISTANCE OF 199.34 FEET TO A SPIKE FOR CORNER;

SOUTH 07 DEGREES 32 MINUTES 46 SECONDS EAST, A DISTANCE OF 131.45 FEET TO A SPIKE FOUND FOR CORNER;

SOUTH 12 DEGREES 13 MINUTES 08 SECONDS EAST, A DISTANCE OF 240.64 FEET TO A SPIKE FOR CORNER;

SOUTH 05 DEGREES 42 MINUTES 27 SECONDS EAST, A DISTANCE OF 86.94 FEET TO A SPIKE FOR CORNER;

SOUTH 03 DEGREES 50 MINUTES 14 SECONDS EAST, A DISTANCE OF 177.24 FEET TO A SPIKE FOR CORNER;

SOUTH 04 DEGREES 18 MINUTES 01 SECONDS WEST, A DISTANCE OF 242.99 FEET TO A SPIKE FOR CORNER;

SOUTH 07 DEGREES 05 MINUTES 48 SECONDS WEST, A DISTANCE OF 84.63 FEET TO A SPIKE FOR CORNER;

SOUTH 12 DEGREES 31 MINUTES 18 SECONDS WEST, A DISTANCE OF 127.71 FEET TO A SPIKE FOR CORNER;

SOUTH 03 DEGREES 04 MINUTES 16 SECONDS WEST, A DISTANCE OF 128.91 FEET TO A SPIKE FOR CORNER;

SOUTH 01 DEGREES 15 MINUTES 50 SECONDS WEST, A DISTANCE OF 290.24 FEET TO A SPIKE FOR CORNER;

SOUTH 03 DEGREES 21 MINUTES 16 SECONDS EAST, A DISTANCE OF 326.18 FEET TO A SPIKE FOR CORNER;

SOUTH 04 DEGREES 51 MINUTES 39 SECONDS EAST, A DISTANCE OF 248.12 FEET TO A SPIKE FOR CORNER;

SOUTH 03 DEGREES 58 MINUTES 58 SECONDS WEST, A DISTANCE OF 144.52 FEET TO A SPIKE FOR CORNER;

SOUTH 11 DEGREES 00 MINUTES 49 SECONDS EAST, A DISTANCE OF 324.65 FEET TO A SPIKE FOR CORNER;

SOUTH 08 DEGREES 46 MINUTES 45 SECONDS EAST, A DISTANCE OF 90.24 FEET TO A SPIKE FOR CORNER;

SOUTH 02 DEGREES 56 MINUTES 11 SECONDS EAST, A DISTANCE OF 97.56 FEET TO A SPIKE FOR CORNER;

SOUTH 04 DEGREES 55 MINUTES 29 SECONDS WEST, A DISTANCE OF 137.84 FEET TO A SPIKE FOR CORNER;

SOUTH 06 DEGREES 55 MINUTES 43 SECONDS WEST, A DISTANCE OF 138.83 FEET TO A SPIKE FOR CORNER;

SOUTH 09 DEGREES 05 MINUTES 40 SECONDS WEST, A DISTANCE OF 206.88 FEET TO A SPIKE FOR CORNER;

SOUTH 05 DEGREES 14 MINUTES 20 SECONDS WEST, A DISTANCE OF 155.52 FEET TO A SPIKE FOR CORNER;

SOUTH 02 DEGREES 29 MINUTES 45 SECONDS WEST, A DISTANCE OF 167.32 FEET TO A SPIKE FOR CORNER;

SOUTH 00 DEGREES 19 MINUTES 08 SECONDS WEST, A DISTANCE OF 240.46 FEET TO A SPIKE FOR CORNER;

SOUTH 01 DEGREES 24 MINUTES 12 SECONDS EAST, A DISTANCE OF 290.22 FEET TO A SPIKE FOR THE SOUTHWEST CORNER OF SAID 447.09 ACRE TRACT, SAID CORNER BEING THE NORTHWEST CORNER OF A CALLED 200.00 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN TO BILL LEDBETTER AND WIFE, PAT LEDBETTER AS RECORDED IN VOLUME 809, PAGE 749 OF THE DEED RECORDS, COOKE COUNTY, TEXAS;

THENCE, CONTINUING IN A SOUTHERLY DIRECTION ALONG THE EAST LINE OF SAID 1770.0 ACRE TRACT AND THE COMMON WEST LINE OF SAID 200.00 ACRE TRACT, AND ALONG THE GENERAL CENTER OF SAID OLD SACRA'S FERRY ROAD THE FOLLOWING COURSES AND DISTANCES:

SOUTH 00 DEGREES 17 MINUTES 53 SECONDS EAST, A DISTANCE OF 725.44 FEET TO A STEEL PIN FOR CORNER;

SOUTH 09 DEGREES 19 MINUTES 22 SECONDS EAST, A DISTANCE OF 593.67 FEET TO A STEEL PIN FOR CORNER;

SOUTH 00 DEGREES 22 MINUTES 34 SECONDS EAST, A DISTANCE OF 596.50 FEET TO A STEEL PIN FOR CORNER;

SOUTH 02 DEGREES 32 MINUTES 39 SECONDS WEST, A DISTANCE OF 556.73 FEET TO A STEEL PIN FOR CORNER;

SOUTH 06 DEGREES 05 MINUTES 36 SECONDS WEST, A DISTANCE OF 815.63 FEET TO A STEEL PIN FOR CORNER;

SOUTH 08 DEGREES 01 MINUTES 46 SECONDS WEST, A DISTANCE OF 444.15 FEET TO A STEEL PIN FOR CORNER;

SOUTH 06 DEGREES 34 MINUTES 02 SECONDS WEST, A DISTANCE OF 623.27 FEET TO A STEEL PIN FOR THE SOUTHWEST CORNER OF SAID 200.00 ACRE TRACT, SAID CORNER BEING THE MOST NORTHERLY NORTHWEST CORNER OF SAID 270.81 ACRE TRACT;

THENCE, NORTH 89 DEGREES 54 MINUTES 31 SECONDS EAST, DEPARTING THE GENERAL CENTER OF SAID OLD SACRA'S FERRY ROAD, AND ALONG THE NORTH LINE OF SAID 270.81 ACRE TRACT, A DISTANCE OF 2,030.07 FEET TO AN IRON ROD WITH CAP FOR THE NORTHWEST CORNER OF A CALLED 48.607 ACRE TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED WITH VENDOR'S LIEN TO BENJAMIN S. BALDUS AND CAMERON A. BALDUS AS RECORDED IN VOLUME 2375, PAGE 833 OF THE DEED RECORDS, COOKE COUNTY, TEXAS;

THENCE, DEPARTING THE NORTH LINE OF SAID 270.81 ACRE TRACT, AND ALONG THE WEST LINE OF SAID 48.607 ACRE TRACT THE FOLLOWING COURSES AND DISTANCES:

SOUTH 00 DEGREES 01 MINUTES 03 SECONDS EAST, A DISTANCE OF 628.01 FEET TO AN IRON ROD WITH CAP FOR CORNER;

SOUTH 21 DEGREES 51 MINUTES 38 SECONDS EAST, A DISTANCE OF 529.73 FEET TO AN IRON ROD WITH CAP FOR CORNER;

SOUTH 05 DEGREES 00 MINUTES 28 SECONDS WEST, A DISTANCE OF 307.47 FEET TO AN IRON ROD WITH CAP FOR CORNER IN ROADWAY UNDER APPARENT PUBLIC USE POSTED AS COUNTY ROAD 135;

SOUTH 10 DEGREES 28 MINUTES 29 SECONDS WEST, A DISTANCE OF 954.33 FEET TO A METAL FENCE CORNER POST FOR CORNER;

THENCE, MEANDERING ALONG THE WEST BANK OF PECAN CREEK THE FOLLOWING COURSES AND DISTANCES:

SOUTH 07 DEGREES 58 MINUTES 17 SECONDS EAST, A DISTANCE OF 66.20 FEET TO A POINT FOR CORNER;

NORTH 11 DEGREES 13 MINUTES 40 SECONDS EAST, A DISTANCE OF 14.23 FEET TO A POINT FOR CORNER;

NORTH 37 DEGREES 06 MINUTES 09 SECONDS EAST, A DISTANCE OF 25.15 FEET TO A POINT FOR CORNER;

NORTH 54 DEGREES 44 MINUTES 02 SECONDS EAST, A DISTANCE OF 16.90 FEET TO A POINT FOR CORNER;

SOUTH 68 DEGREES 13 MINUTES 25 SECONDS EAST, A DISTANCE OF 64.96 FEET TO A POINT FOR CORNER;

SOUTH 57 DEGREES 18 MINUTES 47 SECONDS EAST, A DISTANCE OF 59.76 FEET TO A POINT FOR CORNER;

SOUTH 84 DEGREES 29 MINUTES 18 SECONDS EAST, A DISTANCE OF 20.78 FEET TO A POINT FOR CORNER;

NORTH 15 DEGREES 56 MINUTES 34 SECONDS EAST, A DISTANCE OF 8.05 FEET TO A POINT FOR CORNER;

NORTH 61 DEGREES 08 MINUTES 10 SECONDS EAST, A DISTANCE OF 17.60 FEET TO A POINT FOR CORNER;

NORTH 85 DEGREES 41 MINUTES 50 SECONDS EAST, A DISTANCE OF 33.57 FEET TO A POINT FOR CORNER;

SOUTH 67 DEGREES 22 MINUTES 36 SECONDS EAST, A DISTANCE OF 26.88 FEET TO A POINT FOR CORNER;

SOUTH 41 DEGREES 45 MINUTES 03 SECONDS EAST, A DISTANCE OF 13.01 FEET TO A POINT FOR CORNER;

SOUTH 21 DEGREES 26 MINUTES 25 SECONDS EAST, A DISTANCE OF 10.87 FEET TO A POINT FOR CORNER;

SOUTH 71 DEGREES 34 MINUTES 21 SECONDS EAST, A DISTANCE OF 32.81 FEET TO A POINT FOR CORNER;

NORTH 62 DEGREES 49 MINUTES 43 SECONDS EAST, A DISTANCE OF 28.07 FEET TO A POINT FOR CORNER;

NORTH 73 DEGREES 51 MINUTES 13 SECONDS EAST, A DISTANCE OF 97.06 FEET TO A POINT FOR CORNER;

NORTH 67 DEGREES 02 MINUTES 30 SECONDS EAST, A DISTANCE OF 37.63 FEET TO A POINT FOR CORNER;

NORTH 44 DEGREES 54 MINUTES 31 SECONDS EAST, A DISTANCE OF 14.68 FEET TO A POINT FOR CORNER;

NORTH 57 DEGREES 23 MINUTES 01 SECONDS EAST, A DISTANCE OF 16.55 FEET TO A POINT FOR CORNER;

NORTH 88 DEGREES 42 MINUTES 42 SECONDS EAST, A DISTANCE OF 12.88 FEET TO A POINT FOR CORNER;

SOUTH 70 DEGREES 31 MINUTES 00 SECONDS EAST, A DISTANCE OF 19.39 FEET TO A POINT FOR CORNER;

SOUTH 49 DEGREES 36 MINUTES 11 SECONDS EAST, A DISTANCE OF 9.14 FEET TO A POINT FOR CORNER;

SOUTH 25 DEGREES 34 MINUTES 13 SECONDS EAST, A DISTANCE OF 29.83 FEET TO A POINT FOR CORNER;

SOUTH 65 DEGREES 08 MINUTES 31 SECONDS EAST, A DISTANCE OF 22.48 FEET TO A POINT FOR CORNER;

NORTH 25 DEGREES 02 MINUTES 50 SECONDS EAST, A DISTANCE OF 39.65 FEET TO A POINT FOR CORNER;

NORTH 02 DEGREES 35 MINUTES 36 SECONDS WEST, A DISTANCE OF 24.01 FEET TO A POINT FOR CORNER;

NORTH 64 DEGREES 55 MINUTES 42 SECONDS EAST, A DISTANCE OF 52.85 FEET TO A POINT FOR CORNER;

NORTH 76 DEGREES 22 MINUTES 32 SECONDS EAST, A DISTANCE OF 56.52 FEET TO A POINT FOR CORNER;

NORTH 43 DEGREES 16 MINUTES 29 SECONDS EAST, A DISTANCE OF 18.05 FEET TO A POINT FOR CORNER;

NORTH 69 DEGREES 46 MINUTES 11 SECONDS EAST, A DISTANCE OF 15.44 FEET TO A POINT FOR CORNER;

NORTH 78 DEGREES 06 MINUTES 52 SECONDS EAST, A DISTANCE OF 16.89 FEET TO A POINT FOR CORNER;

SOUTH 47 DEGREES 35 MINUTES 21 SECONDS EAST, A DISTANCE OF 1.91 FEET TO A POINT FOR CORNER;

SOUTH 31 DEGREES 01 MINUTES 48 SECONDS EAST, A DISTANCE OF 79.98 FEET TO A POINT FOR CORNER;

SOUTH 67 DEGREES 05 MINUTES 32 SECONDS EAST, A DISTANCE OF 32.70 FEET TO A POINT FOR CORNER;

NORTH 03 DEGREES 04 MINUTES 04 SECONDS EAST, A DISTANCE OF 10.79 FEET TO A POINT FOR CORNER;

NORTH 10 DEGREES 59 MINUTES 38 SECONDS EAST, A DISTANCE OF 5.70 FEET TO A POINT FOR CORNER;

NORTH 76 DEGREES 32 MINUTES 48 SECONDS EAST, A DISTANCE OF 59.71 FEET TO A POINT FOR CORNER;

SOUTH 65 DEGREES 45 MINUTES 43 SECONDS EAST, A DISTANCE OF 22.11 FEET TO A POINT FOR CORNER;

SOUTH 43 DEGREES 21 MINUTES 52 SECONDS EAST, A DISTANCE OF 25.37 FEET TO A POINT FOR CORNER;

NORTH 45 DEGREES 22 MINUTES 35 SECONDS EAST, A DISTANCE OF 12.21 FEET TO A POINT FOR CORNER;

NORTH 04 DEGREES 40 MINUTES 43 SECONDS WEST, A DISTANCE OF 10.33 FEET TO A POINT FOR CORNER;

NORTH 23 DEGREES 41 MINUTES 30 SECONDS EAST, A DISTANCE OF 12.35 FEET TO A POINT FOR CORNER;

NORTH 62 DEGREES 53 MINUTES 43 SECONDS EAST, A DISTANCE OF 33.59 FEET TO A POINT FOR CORNER;

NORTH 40 DEGREES 25 MINUTES 00 SECONDS EAST, A DISTANCE OF 13.70 FEET TO A POINT FOR CORNER;

NORTH 16 DEGREES 27 MINUTES 01 SECONDS EAST, A DISTANCE OF 8.92 FEET TO A POINT FOR CORNER;

NORTH 00 DEGREES 39 MINUTES 31 SECONDS EAST, A DISTANCE OF 27.82 FEET TO A POINT FOR CORNER;

NORTH 45 DEGREES 27 MINUTES 54 SECONDS EAST, A DISTANCE OF 33.12 FEET TO A POINT FOR CORNER;

NORTH 59 DEGREES 43 MINUTES 22 SECONDS EAST, A DISTANCE OF 24.03 FEET TO A 3/8-INCH IRON ROD FOR THE SOUTHEAST CORNER OF SAID 48.607 ACRE

TRACT, SAID CORNER BEING A REENTRANT CORNER OF SAID 813.753 ACRE TRACT;

THENCE, NORTH 00 DEGREES 24 MINUTES 11 SECONDS WEST, ALONG THE EAST LINE OF SAID 48.607 ACRE TRACT, SAME BEING THE COMMON MOST NORTHERLY WEST LINE OF SAID 813.753 ACRE TRACT, A DISTANCE OF 1,727.48 FEET TO A 60D NAIL FOR THE MOST NORTHERLY NORTHWEST CORNER OF SAID 813.753 ACRE TRACT; SAID CORNER BEING AT THE APPROXIMATE INTERSECTION OF SAID COUNTY ROAD 135 AND COUNTY ROAD 185 (ALSO KNOWN AS RIVER BLUFF LANE);

THENCE, NORTH 87 DEGREES 31 MINUTES 07 SECONDS EAST, DEPARTING THE EAST LINE OF SAID 48.607, AND ALONG THE MOST NORTHERLY NORTH LINE OF SAID 813.753 ACRE TRACT, SAME BEING GENERALLY ALONG SAID COUNTY ROAD 135, A DISTANCE OF 2,111.06 FEET TO A 1/2-INCH ROD FOR THE MOST NORTHERLY NORTHEAST CORNER OF SAID 813.753 ACRE TRACT, SAID CORNER BEING AT THE APPROXIMATE INTERSECTION OF SAID COUNTY ROAD 135 AND COUNTY ROAD 133;

THENCE, SOUTH 00 DEGREES 31 MINUTES 09 SECONDS EAST, ALONG THE MOST NORTHERLY EAST LINE OF SAID 813.753 ACRE TRACT, SAME BEING GENERALLY ALONG SAID COUNTY ROAD 133, A DISTANCE OF 1,548.33 FEET TO A 60D NAIL FOR THE NORTHWEST CORNER OF SAID 82.092 ACRE TRACT;

THENCE, NORTH 88 DEGREES 08 MINUTES 17 SECONDS EAST, DEPARTING SAID EAST LINE, AND ALONG THE NORTH LINE OF SAID 82.092 ACRE TRACT, A DISTANCE OF 2,251.17 FEET TO A 1/2-INCH IRON ROD WITH CAP FOR THE NORTHEAST CORNER OF SAID 82.092 ACRE TRACT;

THENCE, SOUTH 00 DEGREES 30 MINUTES 37 SECONDS EAST, ALONG THE EAST LINE OF SAID 82.092 ACRE TRACT, A DISTANCE OF 1,584.17 FEET TO A 1/2-INCH IRON ROD FOR THE SOUTHEAST CORNER OF SAID 82.092 ACRE TRACT;

THENCE, SOUTH 87 DEGREES 54 MINUTES 12 SECONDS WEST, ALONG THE SOUTH LINE OF SAID 82.092 ACRE TRACT, A DISTANCE OF 1,911.28 FEET TO A 1/2-INCH IRON ROD WITH CAP FOR CORNER ON SAID SOUTH LINE, SAID CORNER BEING THE MOST EASTERLY NORTHEAST CORNER OF SAID 813.753 ACRE TRACT, AND SAID CORNER BEING AT A BEND IN SAID COUNTY ROAD 133;

THENCE, SOUTH 00 DEGREES 15 MINUTES 06 SECONDS EAST, DEPARTING SAID SOUTH LINE, AND ALONG THE MOST SOUTHERLY EAST LINE OF SAID 813.753 ACRE TRACT, SAME BEING GENERALLY ALONG SAID COUNTY ROAD 133, A DISTANCE OF 2,909.18 FEET TO A 1/2-INCH IRON ROD FOR CORNER;

THENCE, SOUTH 00 DEGREES 16 MINUTES 38 SECONDS EAST, CONTINUING ALONG SAID EAST LANE, AND GENERALLY ALONG SAID COUNTY ROAD 133, A DISTANCE OF 1,712.90 FEET TO A 1/2-INCH IRON ROD FOR THE SOUTHEAST CORNER OF SAID 813.753 ACRE TRACT, SAID CORNER BEING AT A BEND IN SAID COUNTY ROAD;

THENCE, SOUTH 89 DEGREES 52 MINUTES 41 SECONDS WEST, ALONG THE MOST SOUTHERLY SOUTH LINE OF SAID 813.753 ACRE TRACT, SAME BEING GENERALLY ALONG SAID COUNTY ROAD 133, A DISTANCE OF 345.47 FEET TO A 1/2-INCH IRON ROD

WITH CAP FOR THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID 813.753 ACRE TRACT, SAID CORNER BEING NEAR A BEND IN SAID COUNTY ROAD 133, AND SAID CORNER BEING ON THE MOST EASTERLY EAST LINE OF SAID 733.184 ACRE TRACT;

THENCE, SOUTH 01 DEGREES 02 MINUTES 17 SECONDS EAST, ALONG THE EAST LINE OF SAID 733.184 ACRE TRACT, A DISTANCE OF 2,534.99 FEET TO A 1/2-INCH IRON ROD WITH CAP FOR THE MOST EASTERLY SOUTHEAST CORNER OF SAID 733.184 ACRE TRACT;

THENCE, SOUTH 88 DEGREES 37 MINUTES 59 SECONDS WEST, ALONG THE MOST EASTERLY SOUTH LINE OF SAID 733.184 ACRE TRACT, A DISTANCE OF 282.37 FEET TO A 1/2-INCH IRON ROD FOR A REENRANT CORNER OF SAID 733.184 ACRE TRACT, SAID CORNER BEING NEAR A BEND IN SAID COUNTY ROAD 133;

THENCE, SOUTH 00 DEGREES 50 MINUTES 03 SECONDS EAST, ALONG AN EAST LINE OF SAID 733.184 ACRE TRACT, SAME BEING GENERALLY ALONG SAID COUNTY ROAD 133, A DISTANCE OF 1,305.95 FEET TO A 1/2-INCH IRON ROD FOR CORNER ON SAID EAST LINE;

THENCE, SOUTH 00 DEGREES 41 MINUTES 13 SECONDS EAST, CONTINUING ALONG SAID EAST LINE, AND GENERALLY ALONG SAID COUNTY ROAD 133, A DISTANCE OF 169.79 FEET TO A 60D NAIL FOR A SOUTHEAST CORNER OF SAID 733.184 ACRE TRACT;

THENCE, SOUTH 89 DEGREES 18 MINUTES 47 SECONDS WEST, ALONG A SOUTH LINE OF SAID 733.184 ACRE TRACT, A DISTANCE OF 2,905.61 FEET TO A 1/2-INCH IRON ROD WITH CAP FOR A REENRANT CORNER OF SAID 733.184 ACRE TRACT;

THENCE, SOUTH 00 DEGREES 41 MINUTES 13 SECONDS EAST, ALONG THE MOST SOUTHERLY EAST LINE OF SAID 733.184 ACRE TRACT, A DISTANCE OF 2,662.44 FEET TO A 1/2-INCH IRON ROD WITH CAP FOR THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID 733.184 ACRE TRACT;

THENCE, SOUTH 88 DEGREES 49 MINUTES 37 SECONDS WEST, ALONG THE MOST SOUTHERLY SOUTH LINE OF SAID 733.184 ACRE TRACT, A DISTANCE OF 2,271.63 FEET TO A PK NAIL FOR THE SOUTHWEST CORNER OF SAID 733.184 ACRE TRACT, SAID CORNER IN AFORESAID COUNTY ROAD 135;

THENCE, ALONG THE WEST LINE OF SAID 733.184 ACRE TRACT, AND GENERALLY ALONG SAID COUNTY ROAD 135 THE FOLLOWING COURSES AND DISTANCES:

NORTH 05 DEGREES 38 MINUTES 08 SECONDS EAST, A DISTANCE OF 553.73 FEET TO A 60D NAIL FOR CORNER;

NORTH 05 DEGREES 33 MINUTES 04 SECONDS WEST, A DISTANCE OF 128.54 FEET TO A 60D NAIL FOR CORNER;

NORTH 25 DEGREES 33 MINUTES 43 SECONDS WEST, A DISTANCE OF 130.65 FEET TO A 60D NAIL FOR CORNER;

NORTH 52 DEGREES 20 MINUTES 37 SECONDS WEST, A DISTANCE OF 403.26 FEET TO A 60D NAIL FOR CORNER, SAID CORNER BEING THE MOST EASTERLY NORTHEAST CORNER OF SAID 80.869 ACRE TRACT;

THENCE, SOUTH 01 DEGREES 23 MINUTES 53 SECONDS WEST, DEPARTING SAID WEST LINE, AND ALONG THE EAST LINE OF SAID 80.869 ACRE TRACT, A DISTANCE OF 371.92 FEET TO AN IRON ROD WITH CAP FOR THE SOUTHEAST CORNER OF SAID 80.869 ACRE TRACT;

THENCE, ALONG THE SOUTH LINE OF SAID 80.869 ACRE TRACT THE FOLLOWING COURSES AND DISTANCES:

SOUTH 78 DEGREES 16 MINUTES 54 SECONDS WEST, A DISTANCE OF 244.94 FEET TO AN IRON ROD WITH CAP FOR CORNER;

SOUTH 62 DEGREES 28 MINUTES 37 SECONDS WEST, A DISTANCE OF 257.85 FEET TO AN IRON ROD WITH CAP FOR CORNER;

SOUTH 28 DEGREES 06 MINUTES 03 SECONDS WEST, A DISTANCE OF 101.19 FEET TO AN IRON ROD WITH CAP FOR CORNER;

SOUTH 66 DEGREES 34 MINUTES 48 SECONDS WEST, A DISTANCE OF 375.19 FEET TO AN IRON ROD WITH CAP FOR THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID 80.869 ACRE TRACT, SAID CORNER BEING ON THE EAST LINE OF SAID TRACT 2, 26.229 ACRE TRACT;

THENCE, SOUTH 00 DEGREES 00 MINUTES 22 SECONDS EAST, ALONG THE EAST LINE OF SAID 26.229 ACRE TRACT, A DISTANCE OF 280.77 FEET TO A 1/2-INCH IRON ROD FOR THE SOUTHEAST OF SAID 26.229 ACRE TRACT;

THENCE, SOUTH 89 DEGREES 12 MINUTES 37 SECONDS WEST, ALONG THE SOUTH LINE OF SAID 26.229 ACRE TRACT, A DISTANCE OF 426.78 FEET TO A 1/2-INCH IRON ROD WITH CAP FOR THE SOUTHWEST CORNER OF SAID 26.229 ACRE TRACT, SAID CORNER BEING ON THE NORTHEAST RIGHT-OF-WAY LINE OF FARM-TO-MARKET ROAD 372;

THENCE, ALONG THE NORTHEAST LINE OF SAID FARM-TO-MARKET ROAD 372 THE FOLLOWING COURSES AND DISTANCES:

NORTH 31 DEGREES 02 MINUTES 34 SECONDS WEST, A DISTANCE OF 1,472.18 FEET TO A 1/2-INCH IRON ROD WITH CAP FOR CORNER;

NORTH 58 DEGREES 57 MINUTES 26 SECONDS EAST, A DISTANCE OF 25.00 FEET TO A CONCRETE MONUMENT FOR CORNER;

NORTH 31 DEGREES 02 MINUTES 34 SECONDS WEST, A DISTANCE OF 1,645.05 FEET TO AN IRON ROD WITH CAP FOR CORNER ON SAID RIGHT-OF-WAY LINE, SAID CORNER BEING THE NORTHWEST CORNER OF AFORESAID 89.869 ACRE TRACT;

THENCE, SOUTH 89 DEGREES 32 MINUTES 00 SECONDS EAST, ALONG THE NORTH LINE OF SAID 80.869 ACRE TRACT, A DISTANCE OF 1,029.38 FEET TO A METAL FENCE CORNER POST FOR CORNER ON SAID NORTH LINE;

THENCE, NORTH 89 DEGREES 12 MINUTES 17 SECONDS EAST, CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 1,520.63 FEET TO A 3/8-INCH IRON ROD FOR THE NORTHEAST CORNER OF SAID 80.869 ACRE TRACT, SAID CORNER BEING ON THE WEST LINE OF AFORESAID 733.184 ACRE TRACT, AND IN THE APPROXIMATE CENTER OF AFORESAID COUNTY ROAD 135;

THENCE, NORTH 00 DEGREES 37 MINUTES 53 SECONDS WEST, ALONG SAID WEST LINE, SAME BEING GENERALLY ALONG SAID COUNTY ROAD 135, A DISTANCE OF 2,589.57 FEET TO A 60D NAIL FOR CORNER ON SAID WEST LINE;

THENCE, NORTH 00 DEGREES 43 MINUTES 03 SECONDS WEST, CONTINUING ALONG SAID WEST LINE, AND GENERALLY ALONG SAID COUNTY ROAD 135, PASSING AT A DISTANCE OF 1,585.94 FEET A 60D NAIL FOR THE NORTHWEST CORNER OF SAID 733.184 ACRE TRACT, SAID CORNER BEING THE MOST SOUTHERLY SOUTHWEST CORNER OF AFORESAID 813.753 ACRE TRACT, AND CONTINUING ALONG THE MOST SOUTHERLY WEST LINE OF SAID 813.753 ACRE TRACT, SAME BEING GENERALLY ALONG SAID COUNTY ROAD 135, IN ALL A TOTAL DISTANCE OF 1,931.46 FEET TO A 1/2-INCH IRON ROD FOR CORNER ON SAID WEST LINE;

THENCE, NORTH 00 DEGREES 42 MINUTES 54 SECONDS WEST, CONTINUING ALONG SAID WEST LINE, SAME BEING GENERALLY ALONG SAID COUNTY ROAD 135, A DISTANCE OF 1,831.09 FEET TO A 60D NAIL FOR THE MOST WESTERLY NORTHWEST CORNER OF SAID 813.753 ACRE TRACT, SAID CORNER BEING AT THE APPROXIMATE INTERSECTION OF COUNTY ROAD 135 AND COUNTY ROAD 161;

THENCE, SOUTH 88 DEGREES 28 MINUTES 53 SECONDS EAST, DEPARTING SAID COUNTY ROAD 135, AND ALONG THE MOST WESTERLY NORTH LINE OF SAID 813.753 ACRE TRACT, A DISTANCE OF 1,151.76 FEET TO A 1/2-INCH IRON ROD WITH CAP FOR A REENRANT CORNER OF SAID 813.753 ACRE TRACT;

THENCE, NORTH 00 DEGREES 47 MINUTES 01 SECONDS WEST, ALONG A WEST LINE OF SAID 813.753 ACRE TRACT, A DISTANCE OF 1,400.00 FEET TO A 1/2-INCH IRON ROD WITH CAP FOR A REENRANT CORNER OF SAID 813.753 ACRE TRACT;

THENCE, NORTH 88 DEGREES 28 MINUTES 53 SECONDS WEST, ALONG A SOUTH LINE OF SAID 813.753 ACRE TRACT, A DISTANCE OF 393.80 FEET TO A POINT ON THE WEST BANK OF AFORESAID PECAN CREEK;

THENCE, MEANDERING ALONG THE WEST BANK OF SAID PECAN CREEK THE FOLLOWING COURSES AND DISTANCES:

NORTH 33 DEGREES 26 MINUTES 02 SECONDS EAST, A DISTANCE OF 14.68 FEET TO A POINT FOR CORNER;

NORTH 35 DEGREES 41 MINUTES 26 SECONDS WEST, A DISTANCE OF 46.40 FEET TO A POINT FOR CORNER;

NORTH 19 DEGREES 47 MINUTES 54 SECONDS WEST, A DISTANCE OF 27.86 FEET TO A POINT FOR CORNER;

NORTH 16 DEGREES 07 MINUTES 41 SECONDS EAST, A DISTANCE OF 17.42 FEET TO A POINT FOR CORNER;

NORTH 40 DEGREES 14 MINUTES 01 SECONDS EAST, A DISTANCE OF 65.12 FEET TO A POINT FOR CORNER;

NORTH 25 DEGREES 27 MINUTES 37 SECONDS EAST, A DISTANCE OF 30.29 FEET TO A POINT FOR CORNER;

SOUTH 84 DEGREES 06 MINUTES 01 SECONDS WEST, A DISTANCE OF 39.15 FEET TO A POINT FOR CORNER;

NORTH 85 DEGREES 37 MINUTES 22 SECONDS WEST, A DISTANCE OF 26.45 FEET TO A POINT FOR CORNER IN FENCE;

NORTH 73 DEGREES 27 MINUTES 11 SECONDS WEST, A DISTANCE OF 9.44 FEET TO A POINT FOR CORNER;

NORTH 52 DEGREES 03 MINUTES 28 SECONDS WEST, A DISTANCE OF 18.62 FEET TO A POINT FOR CORNER;

NORTH 37 DEGREES 08 MINUTES 33 SECONDS WEST, A DISTANCE OF 10.04 FEET TO A X-TIE FOUND FOR CORNER;

NORTH 08 DEGREES 05 MINUTES 34 SECONDS EAST, A DISTANCE OF 51.56 FEET TO A PECAN TREE FOR CORNER;

NORTH 22 DEGREES 41 MINUTES 14 SECONDS EAST, A DISTANCE OF 131.06 FEET TO A POINT FOR CORNER IN FENCE;

NORTH 63 DEGREES 23 MINUTES 06 SECONDS EAST, A DISTANCE OF 25.92 FEET TO A POINT FOR CORNER;

SOUTH 86 DEGREES 27 MINUTES 41 SECONDS EAST, A DISTANCE OF 23.94 FEET TO A POINT FOR CORNER;

NORTH 54 DEGREES 29 MINUTES 56 SECONDS EAST, A DISTANCE OF 11.66 FEET TO A POINT FOR CORNER;

NORTH 29 DEGREES 56 MINUTES 19 SECONDS WEST, A DISTANCE OF 18.63 FEET TO A POINT FOR CORNER;

NORTH 52 DEGREES 03 MINUTES 25 SECONDS WEST, A DISTANCE OF 21.48 FEET TO A POINT FOR CORNER;

NORTH 36 DEGREES 37 MINUTES 46 SECONDS WEST, A DISTANCE OF 14.18 FEET TO A TO A 10-INCH TREE;

NORTH 05 DEGREES 58 MINUTES 49 SECONDS WEST, A DISTANCE OF 28.34 FEET TO A POINT FOR CORNER;

NORTH 01 DEGREES 03 MINUTES 45 SECONDS WEST, A DISTANCE OF 26.52 FEET TO A POINT FOR CORNER IN FENCE;

NORTH 18 DEGREES 40 MINUTES 14 SECONDS EAST, A DISTANCE OF 24.09 FEET TO A POINT FOR CORNER;

NORTH 59 DEGREES 17 MINUTES 51 SECONDS EAST, A DISTANCE OF 19.10 FEET TO A POINT FOR CORNER;

NORTH 83 DEGREES 59 MINUTES 51 SECONDS EAST, A DISTANCE OF 14.13 FEET TO A POINT FOR CORNER;

SOUTH 68 DEGREES 23 MINUTES 03 SECONDS EAST, A DISTANCE OF 15.96 FEET TO A POINT FOR CORNER;

SOUTH 37 DEGREES 24 MINUTES 05 SECONDS EAST, A DISTANCE OF 24.71 FEET TO A POINT FOR CORNER;

SOUTH 87 DEGREES 45 MINUTES 49 SECONDS EAST, A DISTANCE OF 20.65 FEET TO A POINT FOR CORNER;

NORTH 12 DEGREES 40 MINUTES 29 SECONDS WEST, A DISTANCE OF 33.11 FEET TO A POINT FOR CORNER;

NORTH 11 DEGREES 47 MINUTES 07 SECONDS EAST, A DISTANCE OF 33.17 FEET TO A POINT FOR CORNER IN FENCE;

NORTH 61 DEGREES 08 MINUTES 34 SECONDS EAST, A DISTANCE OF 32.01 FEET TO A POINT FOR CORNER;

NORTH 78 DEGREES 15 MINUTES 43 SECONDS EAST, A DISTANCE OF 17.17 FEET TO A POINT FOR CORNER;

NORTH 08 DEGREES 46 MINUTES 29 SECONDS WEST, A DISTANCE OF 23.25 FEET TO A POINT FOR CORNER;

NORTH 39 DEGREES 24 MINUTES 30 SECONDS WEST, A DISTANCE OF 23.36 FEET TO A POINT FOR CORNER;

NORTH 38 DEGREES 28 MINUTES 25 SECONDS WEST, A DISTANCE OF 31.23 FEET TO A POINT FOR CORNER;

NORTH 11 DEGREES 44 MINUTES 18 SECONDS WEST, A DISTANCE OF 37.05 FEET TO A POINT FOR CORNER;

NORTH 31 DEGREES 52 MINUTES 54 SECONDS EAST, A DISTANCE OF 42.25 FEET TO A POINT FOR CORNER;

NORTH 42 DEGREES 41 MINUTES 20 SECONDS EAST, A DISTANCE OF 42.61 FEET TO A POINT FOR CORNER;

NORTH 30 DEGREES 22 MINUTES 06 SECONDS WEST, A DISTANCE OF 48.99 FEET TO A POINT FOR CORNER IN FENCE;

NORTH 42 DEGREES 28 MINUTES 37 SECONDS WEST, A DISTANCE OF 11.65 FEET TO A POINT FOR CORNER;

NORTH 04 DEGREES 06 MINUTES 08 SECONDS EAST, A DISTANCE OF 35.39 FEET TO A POINT FOR CORNER;

NORTH 57 DEGREES 36 MINUTES 01 SECONDS EAST, A DISTANCE OF 3.92 FEET TO A POINT FOR CORNER IN FENCE;

NORTH 57 DEGREES 33 MINUTES 24 SECONDS EAST, A DISTANCE OF 41.16 FEET TO A POINT FOR CORNER;

SOUTH 50 DEGREES 40 MINUTES 01 SECONDS EAST, A DISTANCE OF 9.25 FEET TO A POINT FOR CORNER;

NORTH 83 DEGREES 06 MINUTES 14 SECONDS EAST, A DISTANCE OF 34.91 FEET TO A POINT FOR CORNER;

NORTH 20 DEGREES 30 MINUTES 18 SECONDS WEST, A DISTANCE OF 14.84 FEET TO A POINT FOR CORNER;

NORTH 46 DEGREES 25 MINUTES 13 SECONDS WEST, A DISTANCE OF 21.69 FEET TO A POINT FOR CORNER;

NORTH 06 DEGREES 33 MINUTES 02 SECONDS WEST, A DISTANCE OF 26.20 FEET TO A POINT FOR CORNER;

NORTH 03 DEGREES 37 MINUTES 52 SECONDS EAST, A DISTANCE OF 30.37 FEET TO A POINT FOR CORNER;

NORTH 21 DEGREES 38 MINUTES 37 SECONDS EAST, A DISTANCE OF 86.09 FEET TO A POINT FOR CORNER;

NORTH 68 DEGREES 34 MINUTES 10 SECONDS EAST, A DISTANCE OF 20.81 FEET TO A POINT FOR CORNER;

SOUTH 89 DEGREES 32 MINUTES 09 SECONDS EAST, A DISTANCE OF 59.76 FEET TO A POINT FOR CORNER;

SOUTH 27 DEGREES 06 MINUTES 35 SECONDS EAST, A DISTANCE OF 48.79 FEET TO A POINT FOR CORNER;

SOUTH 03 DEGREES 00 MINUTES 20 SECONDS EAST, A DISTANCE OF 99.72 FEET TO A POINT FOR CORNER;

SOUTH 83 DEGREES 08 MINUTES 04 SECONDS EAST, A DISTANCE OF 37.30 FEET TO A POINT FOR CORNER;

NORTH 57 DEGREES 35 MINUTES 41 SECONDS EAST, A DISTANCE OF 41.39 FEET TO A POINT FOR CORNER;

NORTH 75 DEGREES 34 MINUTES 56 SECONDS EAST, A DISTANCE OF 56.74 FEET TO A POINT FOR CORNER;

NORTH 47 DEGREES 39 MINUTES 07 SECONDS EAST, A DISTANCE OF 58.59 FEET TO A POINT FOR CORNER IN FENCE;

NORTH 12 DEGREES 59 MINUTES 03 SECONDS EAST, A DISTANCE OF 13.47 FEET TO A POINT FOR CORNER;

NORTH 73 DEGREES 48 MINUTES 29 SECONDS EAST, A DISTANCE OF 23.99 FEET TO A POINT FOR CORNER;

NORTH 86 DEGREES 17 MINUTES 13 SECONDS EAST, A DISTANCE OF 20.97 FEET TO A POINT FOR CORNER IN FENCE;

NORTH 80 DEGREES 40 MINUTES 13 SECONDS EAST, A DISTANCE OF 30.83 FEET TO A POINT FOR CORNER IN FENCE;

SOUTH 29 DEGREES 19 MINUTES 16 SECONDS EAST, A DISTANCE OF 13.66 FEET TO A POINT FOR CORNER;

SOUTH 70 DEGREES 58 MINUTES 26 SECONDS EAST, A DISTANCE OF 42.45 FEET TO A POINT FOR CORNER;

NORTH 20 DEGREES 54 MINUTES 17 SECONDS EAST, A DISTANCE OF 25.33 FEET TO A WOOD FENCE POST FOR CORNER;

NORTH 65 DEGREES 28 MINUTES 27 SECONDS EAST, A DISTANCE OF 19.15 FEET TO A POINT FOR CORNER;

NORTH 05 DEGREES 53 MINUTES 39 SECONDS WEST, A DISTANCE OF 25.51 FEET TO A POINT FOR CORNER;

NORTH 59 DEGREES 00 MINUTES 09 SECONDS WEST, A DISTANCE OF 32.51 FEET TO A POINT FOR CORNER;

NORTH 01 DEGREES 08 MINUTES 46 SECONDS WEST, A DISTANCE OF 50.84 FEET TO A POINT FOR CORNER;

NORTH 44 DEGREES 43 MINUTES 45 SECONDS EAST, A DISTANCE OF 43.32 FEET TO A POINT FOR CORNER;

NORTH 55 DEGREES 08 MINUTES 45 SECONDS EAST, A DISTANCE OF 51.73 FEET TO A POINT FOR CORNER;

NORTH 65 DEGREES 05 MINUTES 38 SECONDS EAST, A DISTANCE OF 29.98 FEET TO A POINT FOR CORNER;

SOUTH 81 DEGREES 24 MINUTES 22 SECONDS EAST, A DISTANCE OF 12.83 FEET TO A POINT FOR CORNER IN FENCE;

SOUTH 74 DEGREES 35 MINUTES 38 SECONDS EAST, A DISTANCE OF 36.13 FEET TO A POINT FOR CORNER;

SOUTH 50 DEGREES 09 MINUTES 55 SECONDS EAST, A DISTANCE OF 14.36 FEET TO A POINT FOR CORNER;

NORTH 06 DEGREES 16 MINUTES 59 SECONDS EAST, A DISTANCE OF 29.03 FEET TO A POINT FOR CORNER;

NORTH 48 DEGREES 47 MINUTES 17 SECONDS WEST, A DISTANCE OF 53.14 FEET TO A POINT FOR CORNER;

NORTH 43 DEGREES 49 MINUTES 56 SECONDS WEST, A DISTANCE OF 155.52 FEET TO A POINT FOR CORNER;

NORTH 01 DEGREES 45 MINUTES 19 SECONDS WEST, A DISTANCE OF 70.53 FEET TO A POINT FOR CORNER;

NORTH 56 DEGREES 59 MINUTES 46 SECONDS EAST, A DISTANCE OF 85.65 FEET TO A POINT FOR CORNER;

NORTH 63 DEGREES 00 MINUTES 42 SECONDS EAST, A DISTANCE OF 114.25 FEET TO A POINT FOR CORNER;

NORTH 83 DEGREES 38 MINUTES 14 SECONDS EAST, A DISTANCE OF 55.46 FEET TO A POINT FOR CORNER;

NORTH 34 DEGREES 34 MINUTES 53 SECONDS EAST, A DISTANCE OF 21.46 FEET TO A POINT FOR CORNER;

NORTH 04 DEGREES 54 MINUTES 56 SECONDS WEST, A DISTANCE OF 33.36 FEET TO A POINT FOR CORNER;

NORTH 57 DEGREES 53 MINUTES 50 SECONDS EAST, A DISTANCE OF 44.82 FEET TO A POINT FOR CORNER;

SOUTH 84 DEGREES 23 MINUTES 51 SECONDS EAST, A DISTANCE OF 48.40 FEET TO A POINT FOR CORNER;

SOUTH 51 DEGREES 11 MINUTES 25 SECONDS EAST, A DISTANCE OF 67.02 FEET TO A POINT FOR CORNER;

SOUTH 44 DEGREES 51 MINUTES 17 SECONDS EAST, A DISTANCE OF 36.44 FEET TO A POINT FOR CORNER IN FENCE;

NORTH 75 DEGREES 10 MINUTES 20 SECONDS EAST, A DISTANCE OF 90.42 FEET TO A POINT FOR CORNER IN FENCE;

SOUTH 73 DEGREES 39 MINUTES 13 SECONDS EAST, A DISTANCE OF 63.25 FEET TO A POINT FOR CORNER;

NORTH 44 DEGREES 45 MINUTES 09 SECONDS EAST, A DISTANCE OF 20.74 FEET TO A POINT FOR CORNER;

NORTH 00 DEGREES 39 MINUTES 50 SECONDS EAST, A DISTANCE OF 33.37 FEET TO A POINT FOR CORNER;

NORTH 00 DEGREES 36 MINUTES 16 SECONDS EAST, A DISTANCE OF 15.20 FEET TO A POINT FOR CORNER IN FENCE;

NORTH 37 DEGREES 39 MINUTES 21 SECONDS EAST, A DISTANCE OF 26.12 FEET TO A POINT FOR CORNER IN FENCE;

NORTH 32 DEGREES 26 MINUTES 02 SECONDS EAST, A DISTANCE OF 26.72 FEET TO A POINT FOR CORNER;

SOUTH 81 DEGREES 23 MINUTES 45 SECONDS EAST, A DISTANCE OF 44.28 FEET TO A POINT FOR CORNER;

SOUTH 25 DEGREES 45 MINUTES 46 SECONDS EAST, A DISTANCE OF 54.43 FEET TO A POINT FOR CORNER;

NORTH 69 DEGREES 18 MINUTES 15 SECONDS EAST, A DISTANCE OF 41.64 FEET TO A POINT FOR CORNER IN FENCE;

NORTH 78 DEGREES 21 MINUTES 31 SECONDS EAST, A DISTANCE OF 27.67 FEET TO A POINT FOR CORNER IN FENCE;

NORTH 45 DEGREES 23 MINUTES 34 SECONDS EAST, A DISTANCE OF 20.59 FEET TO A POINT FOR CORNER;

NORTH 58 DEGREES 08 MINUTES 51 SECONDS EAST, A DISTANCE OF 60.10 FEET TO A POINT FOR CORNER;

NORTH 61 DEGREES 59 MINUTES 57 SECONDS EAST, A DISTANCE OF 39.38 FEET TO A POINT FOR CORNER;

NORTH 21 DEGREES 01 MINUTES 11 SECONDS EAST, A DISTANCE OF 26.46 FEET TO A POINT FOR CORNER;

NORTH 44 DEGREES 04 MINUTES 52 SECONDS EAST, A DISTANCE OF 33.50 FEET TO A POINT FOR CORNER IN FENCE;

SOUTH 67 DEGREES 45 MINUTES 12 SECONDS EAST, A DISTANCE OF 57.91 FEET TO A POINT FOR CORNER;

NORTH 67 DEGREES 09 MINUTES 26 SECONDS EAST, A DISTANCE OF 66.59 FEET TO A POINT FOR CORNER;

NORTH 76 DEGREES 48 MINUTES 08 SECONDS EAST, A DISTANCE OF 225.75 FEET TO A POINT FOR CORNER IN FENCE;

NORTH 52 DEGREES 21 MINUTES 22 SECONDS EAST, A DISTANCE OF 54.09 FEET TO A POINT FOR CORNER IN FENCE;

SOUTH 57 DEGREES 13 MINUTES 16 SECONDS EAST, A DISTANCE OF 42.99 FEET TO A POINT FOR CORNER;

NORTH 55 DEGREES 45 MINUTES 08 SECONDS EAST, A DISTANCE OF 146.63 FEET TO A POINT FOR CORNER IN FENCE;

NORTH 68 DEGREES 02 MINUTES 45 SECONDS EAST, A DISTANCE OF 23.78 FEET TO A POINT FOR CORNER;

THENCE, NORTH 02 DEGREES 06 MINUTES 15 SECONDS WEST, DEPARTING THE WEST BANK OF SAID PECAN CREEK, AND ALONG THE MOST SOUTHERLY WEST LINE OF SAID 270.81 ACRE TRACT, A DISTANCE OF 317.03 FEET TO A STEEL PIN FOR CORNER;

THENCE, SOUTH 89 DEGREES 10 MINUTES 46 SECONDS WEST, ALONG THE MOST EASTERLY SOUTH LINE OF SAID 270.81 ACRE TRACT, A DISTANCE OF 2,339.53 FEET TO A STEEL PIN FOR CORNER, SAID CORNER BEING IN AFORESAID COUNTY ROAD 135;

THENCE, NORTH 56 DEGREES 34 MINUTES 30 SECONDS EAST, OVER AND ACROSS SAID 270.81 ACRE TRACT, SAME BEING THE MOST NORTHERLY EAST LINE OF A SAVE AND EXCEPT TRACT, A CALLED 92.71 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED TO MESA REAL ESTATE PARTNERS, LP AS RECORDED IN VOLUME 2388, PAGE 113 OF THE DEED RECORDS, COOKE COUNTY, TEXAS, A DISTANCE OF 80.81 FEET TO A STEEL PIN AT THE APPROXIMATE INTERSECTION OF SAID COUNTY ROAD 135 AND AFORESAID SACRA'S FERRY ROAD;

THENCE, NORTH 13 DEGREES 22 MINUTES 18 SECONDS EAST, ALONG SAID EAST LINE, AND GENERALLY ALONG SAID SACRA'S FERRY ROAD, A DISTANCE OF 954.77 FEET TO A STEEL PIN FOR THE NORTHEAST CORNER OF SAID 92.71 ACRE TRACT, SAID CORNER BEING A REENTRANT CORNER OF SAID 270.81 ACRE TRACT, AND SAID CORNER BEING IN SAID SACRA'S FERRY ROAD;

THENCE, SOUTH 88 DEGREES 32 MINUTES 55 SECONDS WEST, ALONG THE MOST WESTERLY NORTH LINE OF SAID 270.81 ACRE TRACT, SAME BEING THE COMMON NORTH LINE OF SAID 92.71 ACRE TRACT, A DISTANCE OF 2,294.19 FEET TO A FENCE CORNER;

THENCE, SOUTH 00 DEGREES 11 MINUTES 20 SECONDS WEST, ALONG THE MOST WESTERLY WEST LINE OF SAID 270.81 ACRE TRACT, SAME BEING THE COMMON WEST LINE OF SAID 92.71 ACRE TRACT, A DISTANCE OF 2,187.96 FEET TO A FENCE CORNER;

THENCE, NORTH 89 DEGREES 46 MINUTES 13 SECONDS EAST, ALONG THE MOST EASTERLY NORTH LINE OF SAID 157.47 ACRE TRACT, A DISTANCE OF 58.33 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 00 DEGREES 27 MINUTES 03 SECONDS WEST, ALONG THE MOST EASTERLY SOUTH LINE OF SAID 157.47 ACRE TRACT, A DISTANCE OF 2,218.98 FEET TO A 60D NAIL WITH WASHER STAMPED "CLSC 4577" FOR THE SOUTHEAST CORNER OF SAID 157.47 ACRE TRACT, SAID CORNER BEING IN COUNTY ROAD 181;

THENCE, GENERALLY ALONG SAID COUNTY ROAD 181 THE FOLLOWING COURSES AND DISTANCES:

SOUTH 89 DEGREES 43 MINUTES 05 SECONDS WEST, A DISTANCE OF 814.97 FEET TO A POINT FOR CORNER;

NORTH 89 DEGREES 32 MINUTES 05 SECONDS WEST, A DISTANCE OF 1,343.23 FEET TO A POINT FOR CORNER;

NORTH 78 DEGREES 13 MINUTES 56 SECONDS WEST, A DISTANCE OF 234.37 FEET TO A POINT FOR CORNER;

NORTH 66 DEGREES 00 MINUTES 03 SECONDS WEST, A DISTANCE OF 198.85 FEET TO A STAKE FOR THE SOUTHEAST CORNER OF SAID 16.41 ACRE TRACT;

THENCE, GENERALLY ALONG COUNTY ROAD 137 THE FOLLOWING COURSES AND DISTANCES:

NORTH 53 DEGREES 49 MINUTES 47 SECONDS WEST, A DISTANCE OF 199.17 FEET TO A POINT FOR CORNER;

NORTH 48 DEGREES 49 MINUTES 56 SECONDS WEST, A DISTANCE OF 152.69 FEET TO A POINT FOR CORNER;

NORTH 41 DEGREES 05 MINUTES 53 SECONDS WEST, A DISTANCE OF 1,229.53 FEET TO A POINT FOR CORNER;

NORTH 40 DEGREES 39 MINUTES 43 SECONDS WEST, A DISTANCE OF 137.61 FEET TO A POINT FOR CORNER;

NORTH 36 DEGREES 08 MINUTES 28 SECONDS WEST, A DISTANCE OF 233.25 FEET TO A POINT FOR CORNER;

NORTH 04 DEGREES 50 MINUTES 20 SECONDS WEST, A DISTANCE OF 179.75 FEET TO A POINT FOR CORNER;

NORTH 00 DEGREES 24 MINUTES 36 SECONDS WEST, A DISTANCE OF 12.34 FEET TO AN IRON ROD WITH CAP FOR THE SOUTHEAST CORNER OF SAID 247.572 ACRE TRACT, SAID CORNER BEING AT THE APPROXIMATE INTERSECTION OF SAID COUNTY ROAD 137 AND FARM-TO-MARKET ROAD 1202;

THENCE, SOUTH 89 DEGREES 19 MINUTES 32 SECONDS WEST, ALONG THE MOST SOUTHERLY SOUTH LINE OF SAID 247.572 ACRE TRACT, AND GENERALLY ALONG SAID FARM-TO-MARKET ROAD 1202, A DISTANCE OF 416.47 FEET TO A 60D NAIL FOR THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID 247.572 ACRE TRACT, SAID CORNER BEING IN SAID FARM-TO-MARKET ROAD 1202;

THENCE, NORTH 01 DEGREES 01 MINUTES 59 SECONDS EAST, DEPARTING SAID FARM-TO-MARKET ROAD 1202, AND ALONG THE MOST SOUTHERLY WEST LINE OF SAID 247.572 ACRE TRACT, A DISTANCE OF 368.30 FEET TO A METAL FENCE CORNER POST FOUND FOR A REENTRANT CORNER OF SAID 247.572 ACRE TRACT;

THENCE, NORTH 89 DEGREES 00 MINUTES 03 SECONDS WEST, ALONG THE MOST WESTERLY SOUTH LINE OF SAID 247.752 ACRE TRACT, A DISTANCE OF 843.54 FEET TO A METAL FENCE CORN POST FOR A REENTRANT CORNER OF SAID 247.752 ACRE TRACT;

THENCE, SOUTH 55 DEGREES 11 MINUTES 18 SECONDS WEST, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 110.57 FEET TO AN ALUMINUM ROW CAP FOR CORNER ON THE EAST RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY 35;

THENCE, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY 35 THE FOLLOWING COURSES AND DISTANCES:

NORTH 69 DEGREES 23 MINUTES 45 SECONDS WEST, A DISTANCE OF 56.69 FEET TO AN ALUMINUM ROW CAP FOR CORNER;

NORTH 24 DEGREES 55 MINUTES 32 SECONDS WEST, A DISTANCE OF 964.80 FEET TO AN ALUMINUM ROW CAP FOR CORNER;

NORTH 26 DEGREES 02 MINUTES 39 SECONDS WEST, A DISTANCE OF 1,792.48 FEET TO AN ALUMINUM ROW CAP FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 07 DEGREES 07 MINUTES 36 SECONDS, A RADIUS OF 6,818.00 FEET, AND A LONG CHORD THAT BEARS NORTH 22 DEGREES 28 MINUTES 51 SECONDS WEST, A DISTANCE OF 847.49 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 848.04 FEET TO AN ALUMINUM ROW CAP FOR CORNER;

NORTH 71 DEGREES 04 MINUTES 57 SECONDS EAST, A DISTANCE OF 14.00 FEET TO AN ALUMINUM ROW CAP FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 03 DEGREES 16

MINUTES 27 SECONDS, A RADIUS OF 6,804.00 FEET, AND A LONG CHORD THAT BEARS NORTH 17 DEGREES 16 MINUTES 50 SECONDS WEST, A DISTANCE OF 388.75 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 388.80 FEET TO AN ALUMINUM ROW CAP FOR CORNER;

SOUTH 74 DEGREES 21 MINUTES 23 SECONDS WEST, A DISTANCE OF 14.00 FEET TO AN ALUMINUM ROW CAP FOR CORNER;

NORTH 15 DEGREES 30 MINUTES 09 SECONDS WEST, A DISTANCE OF 33.60 FEET TO AN ALUMINUM ROW CAP FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 03 DEGREES 48 MINUTES 31 SECONDS, A RADIUS OF 6,820.94 FEET, AND A LONG CHORD THAT BEARS NORTH 13 DEGREES 27 MINUTES 20 SECONDS WEST, A DISTANCE OF 453.32 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 453.41 FEET TO AN ALUMINUM ROW CAP FOR CORNER;

NORTH 78 DEGREES 26 MINUTES 56 SECONDS EAST, A DISTANCE OF 18.00 FEET TO AN ALUMINUM ROW CAP FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 01 DEGREES 38 MINUTES 13 SECONDS, A RADIUS OF 6,800.00 FEET, AND A LONG CHORD THAT BEARS NORTH 10 DEGREES 43 MINUTES 57 SECONDS WEST, A DISTANCE OF 194.28 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 194.29 FEET TO AN ALUMINUM ROW CAP FOR CORNER;

SOUTH 80 DEGREES 05 MINUTES 10 SECONDS WEST, A DISTANCE OF 18.00 FEET TO AN ALUMINUM ROW CAP FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 02 DEGREES 02 MINUTES 55 SECONDS, A RADIUS OF 6,818.00 FEET, AND A LONG CHORD THAT BEARS NORTH 08 DEGREES 53 MINUTES 22 SECONDS WEST, A DISTANCE OF 243.78 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 243.79 FEET TO AN ALUMINUM ROW CAP FOR CORNER;

NORTH 04 DEGREES 01 MINUTES 11 SECONDS EAST, A DISTANCE OF 148.35 FEET TO AN ALUMINUM ROW CAP FOR CORNER;

NORTH 07 DEGREES 24 MINUTES 43 SECONDS WEST, A DISTANCE OF 97.02 FEET TO AN ALUMINUM ROW CAP FOR CORNER;

NORTH 20 DEGREES 56 MINUTES 06 SECONDS WEST, A DISTANCE OF 100.89 FEET TO AN ALUMINUM ROW CAP FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 00 DEGREES 33 MINUTES 08 SECONDS, A RADIUS OF 6,779.98 FEET, AND A LONG CHORD THAT

BEARS NORTH 04 DEGREES 43 MINUTES 39 SECONDS WEST, A DISTANCE OF 65.34 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 65.34 FEET TO AN ALUMINUM ROW CAP FOR CORNER;

NORTH 03 DEGREES 02 MINUTES 35 SECONDS WEST, A DISTANCE OF 1,198.43 FEET TO AN ALUMINUM ROW CAP FOR CORNER;

NORTH 11 DEGREES 00 MINUTES 15 SECONDS EAST, A DISTANCE OF 133.20 FEET TO AN ALUMINUM ROW CAP FOR CORNER;

NORTH 03 DEGREES 02 MINUTES 02 SECONDS WEST, A DISTANCE OF 600.00 FEET TO AN ALUMINUM ROW CAP FOR CORNER;

NORTH 01 DEGREES 23 MINUTES 39 SECONDS WEST, A DISTANCE OF 69.32 FEET TO AN ALUMINUM ROW CAP FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 07 DEGREES 37 MINUTES 24 SECONDS, A RADIUS OF 6,388.56 FEET, AND A LONG CHORD THAT BEARS NORTH 00 DEGREES 31 MINUTES 29 SECONDS EAST, A DISTANCE OF 849.38 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 850.01 FEET TO AN ALUMINUM ROW CAP FOR CORNER;

NORTH 38 DEGREES 15 MINUTES 47 SECONDS EAST, A DISTANCE OF 59.79 FEET TO AN ALUMINUM ROW CAP FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 03 DEGREES 19 MINUTES 59 SECONDS, A RADIUS OF 5,747.00 FEET, AND A LONG CHORD THAT BEARS NORTH 06 DEGREES 40 MINUTES 40 SECONDS EAST, A DISTANCE OF 334.28 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 334.33 FEET TO AN ALUMINUM ROW CAP FOR CORNER AND THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 01 DEGREES 00 MINUTES 05 SECONDS, A RADIUS OF 5,854.38 FEET, AND A LONG CHORD THAT BEARS NORTH 08 DEGREES 51 MINUTES 33 SECONDS EAST, A DISTANCE OF 102.32 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 102.32 FEET TO AN ALUMINUM ROW CAP FOR CORNER;

NORTH 05 DEGREES 39 MINUTES 04 SECONDS WEST, A DISTANCE OF 254.75 FEET TO AN ALUMINUM ROW CAP FOR CORNER;

NORTH 09 DEGREES 21 MINUTES 52 SECONDS EAST, A DISTANCE OF 1,102.93 FEET TO AN ALUMINUM ROW CAP FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 01 DEGREES 21 MINUTES 59 SECONDS, A RADIUS OF 4,032.00 FEET, AND A LONG CHORD THAT BEARS NORTH 08 DEGREES 40 MINUTES 53 SECONDS EAST, A DISTANCE OF 96.16 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 96.16 FEET TO AN ALUMINUM ROW CAP FOR CORNER;

NORTH 22 DEGREES 35 MINUTES 10 SECONDS EAST, A DISTANCE OF 17.28 FEET TO AN ALUMINUM ROW CAP FOR CORNER;

SOUTH 80 DEGREES 28 MINUTES 40 SECONDS EAST, A DISTANCE OF 1.01 FEET TO AN ALUMINUM ROW CAP FOR CORNER;

NORTH 30 DEGREES 17 MINUTES 47 SECONDS EAST, A DISTANCE OF 154.27 FEET TO AN ALUMINUM ROW CAP FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 03 DEGREES 06 MINUTES 14 SECONDS, A RADIUS OF 4,099.00 FEET, AND A LONG CHORD THAT BEARS NORTH 04 DEGREES 13 MINUTES 01 SECONDS EAST, A DISTANCE OF 222.03 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 222.06 FEET TO AN ALUMINUM ROW CAP FOR CORNER;

NORTH 22 DEGREES 02 MINUTES 28 SECONDS WEST, A DISTANCE OF 160.11 FEET TO AN ALUMINUM ROW CAP FOR CORNER;

NORTH 02 DEGREES 41 MINUTES 49 SECONDS EAST, A DISTANCE OF 549.98 FEET TO AN ALUMINUM ROW CAP FOR CORNER;

NORTH 16 DEGREES 11 MINUTES 33 SECONDS EAST, A DISTANCE OF 51.42 FEET TO AN ALUMINUM ROW CAP FOR CORNER;

NORTH 02 DEGREES 41 MINUTES 49 SECONDS EAST, A DISTANCE OF 100.00 FEET TO AN ALUMINUM ROW CAP FOR CORNER;

NORTH 10 DEGREES 47 MINUTES 56 SECONDS WEST, A DISTANCE OF 51.42 FEET TO AN ALUMINUM ROW CAP FOR CORNER;

NORTH 02 DEGREES 41 MINUTES 49 SECONDS EAST, A DISTANCE OF 30.81 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 4,560.911 ACRES OF LAND, MORE OR LESS.

“THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED”

EXHIBIT "B"
Form of Consent Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GAINESVILLE, TEXAS CONSENTING TO THE CREATION OF ELM FORK MUNICIPAL UTILITY DISTRICT NO. 1 OF COOKE COUNTY, OR MULTIPLE MUNICIPAL UTILITY DISTRICTS ENCOMPASSING THE SAME PROPERTY, WHICH CURRENTLY LIES PARTIALLY WITHIN THE CORPORATE LIMITS OF THE CITY OF GAINESVILLE, PARTIALLY WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF GAINESVILLE, AND PARTIALLY LOCATED OUTSIDE THE CORPORATE LIMITS OR EXTRATERRITORIAL JURISDICTION OF ANY CITY, TOWN OR VILLAGE.

WHEREAS, Mesa Real Estate Partners, LP, a Delaware limited partnership; B-29 Properties, LLC, a Texas limited liability company; Stark Enterprises, Inc., a Texas corporation; John and Sandra Schmitz; and TimberCreek Real Estate Partners, LLC, a Texas limited liability company (collectively, the "Petitioners"), desire that the City of Gainesville, Texas (the "City") consent to the creation of Elm Fork Municipal Utility District No. 1 of Cooke County, or multiple municipal utility districts encompassing the Property (hereinafter defined) (collectively referred to herein as the "District"), to serve the approximately 7,281 acres of land, more or less, in Cooke County, Texas as described in Exhibit "A" attached hereto and incorporated herein for all intents and purposes (the "Property"); and

WHEREAS, the Property to be included within the District is currently located partially within the corporate limits of the City, partially within the extraterritorial jurisdiction of the City, and partially located outside the corporate limits or extraterritorial jurisdiction ("ETJ") of any city, town or village, and the Petitioners intend to petition the City to voluntarily annex a portion of the Property into the corporate limits of the City and to expand its ETJ to include all portions of the Property not currently within the City's ETJ so that all of the Property will be located partially within the corporate limits of the City and partially within the City's ETJ at the time of creation of the District; and

WHEREAS, the Petitioners have submitted to the Mayor and City Council of the City a Petition for Consent to Creation of a Municipal Utility District, requesting the City's consent to the creation of one or more municipal utility districts encompassing the Property; and

WHEREAS, the general nature of the work to be done in the District is the construction, acquisition, maintenance and operation of a waterworks system, a sanitary sewer system, a storm water drainage system and roadway system; and

WHEREAS, the City Council of the City desires to adopt a Resolution for the purpose of consenting to the creation of the District and consenting to the issuance of bonds for the

construction of a waterworks system, a sanitary sewer system, a storm water drainage system and roadway system.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GAINESVILLE, TEXAS:

Section 1. That the above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. That the City Council of the City of Gainesville, Texas hereby grants its consent to and the Mayor is instructed to execute such additional documents, if any, as required to evidence the City of Gainesville's consent to the creation of Elm Fork Municipal Utility District No. 1 of Cooke County and the inclusion of the Property described on the attached metes and bounds description therein, or the creation of multiple municipal utility districts encompassing the Property described on the attached metes and bounds description, and to consent to the issuance of bonds for the construction of a waterworks system, a sanitary sewer system, a storm water drainage system, and roadway system, subject to the following conditions:

(a) The City's consent is provided only for the Property boundaries described in the Agreement and is not for the District's annexation of additional land.

(b) The District will acquire easements, construct and provide infrastructure for onsite improvements to allow the District to provide City's water, wastewater, storm drainage, and other public utilities to the Property for domestic uses and commercial purposes, subject to approval and acceptance by the City, with the intent and understanding that the District easements and infrastructure will be dedicated to the City as part of the City's utility system.

(c) The District may not provide retail or wholesale water or wastewater services or contract with any third party to provide those services. District may not collect, transport, process, dispose of and/or control industrial, commercial, or residential wastes whether in fluid, solid, or composite state. Notwithstanding the foregoing or anything herein to the contrary, the District may use ground water and surface water only for irrigation, ponds and lakes, which are non-potable uses, so long as a permit for such uses has been obtained from the North Texas Groundwater Conservation District or other governmental entity or agency having similar jurisdiction over water and wells.

(d) This Consent is subject to the terms of the Development Agreement executed pursuant to Section 212.171 of the Local Government Code with an effective date of February 21, 2023.

(e) Amount of bonded indebtedness issued by the District, including soft costs and creation and operation costs, shall be limited to bonds with maturities of thirty (30) years or less and up to an amount not to exceed the costs of onsite and offsite infrastructure improvements for the Property for the purchase, construction, acquisition, repair, extension and improvement of capital infrastructure, easements, works, improvements, facilities, plants, equipment, and

appliances necessary for the construction of the onsite improvements to the Property during the development phases of the Property.

Section 3. That this resolution take effect immediately from and after its passage and is accordingly so resolved.

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DULY RESOLVED by the City Council of the City of Gainesville, Texas on the _ day
of _____, 2023.

Mayor

ATTEST:

City Secretary

(CITY SEAL)

Exhibit "A" to Consent Resolution
Metes and Bounds Description

**LEGAL DESCRIPTION
TRACT A
2,718.240 ACRES**

BEING A 2,718.240 ACRE TRACT OF LAND SITUATED IN THE B.B.B. & C.R.R. CO SURVEY, ABSTRACT NO. 141, B.B.B. AND C.R.R. CO SURVEY, ABSTRACT NO. 156, B.B.B. AND C.R.R. CO SURVEY, ABSTRACT NO. 157, B.B.B. & C.R.R. CO SURVEY, ABSTRACT NO. 177, ALEXANDER HODGE SURVEY, ABSTRACT NO. 1388, S.B. MURRELL SURVEY, ABSTRACT NO. 1420, B.A. STANFORD SURVEY, ABSTRACT NO. 1445, W.H. DONHAM SURVEY, ABSTRACT NO. 1479, S.B. MURRELL SURVEY, ABSTRACT NO. 1491, JOHN W. CHILDERS SURVEY, ABSTRACT NO. 1511, J.N. MURRELL SURVEY, ABSTRACT NO. 1525, S.E. CLEMENT SURVEY, ABSTRACT NO. 264, J.S.H. DONHAM SURVEY, ABSTRACT NO. 1244, ALLEN ELSTON SURVEY, ABSTRACT NO. 351, C.E. FALLIS SURVEY, ABSTRACT NO. 1516, B.C. FORBES SURVEY, ABSTRACT NO. 1614, C. HART SURVEY, ABSTRACT NO. 461, V.A. HOWETH SURVEY, ABSTRACT NO. 1631, ROBERT McFALL SURVEY, ABSTRACT NO. 674, JAMES G. JONES SURVEY, ABSTRACT NO. 1206, DAVID SMITH SURVEY, ABSTRACT NO. 173, JACOB SPEARS SURVEY, ABSTRACT NO. 915, B.S. STEWART SURVEY, ABSTRACT NO. 949, THOMAS WRIGHT SURVEY, ABSTRACT NO. 1156, COOKE COUNTY, TEXAS, BEING ALL OF TRACT ONE, A CALLED 2,022.20 ACRE TRACT OF LAND AND BEING ALL OF TRACT TWO, A CALLED 133.77 ACRE TRACT OF LAND BOTH DESCRIBED IN WARRANTY DEED TO MESA REAL ESTATE PARTNERS, LP AS RECORDED IN VOLUME 2388, PAGE 103 OF THE DEED RECORDS, COOKE COUNTY, TEXAS, BEING ALL OF A CALLED 6.02 ACRE TRACT OF LAND DESCRIBED IN DEED WITHOUT WARRANTY TO MESA REAL ESTATE PARTNERS, LP AS RECORDED IN VOLUME 2409, PAGE 753 OF THE DEED RECORDS, COOKE COUNTY, TEXAS, AND BEING ALL OF A CALLED 597.31 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED TO MESA REAL ESTATE PARTNERS, LP AS RECORDED IN VOLUME 2388, PAGE 113 OF THE DEED RECORDS, COOKE COUNTY, TEXAS, LESS AND EXCEPT THE FOLLOWING TWO TRACTS: GAINESVILLE GUN & ROD CLUB, A CALLED 11.41 ACRE TRACT OF LAND AND A CALLED 29.71 ACRE TRACT OF LAND BOTH DESCRIBED IN WARRANTY DEED TO MESA REAL ESTATE PARTNERS, LP AS RECORDED IN VOLUME 2388, PAGE 103 OF THE DEED RECORDS, COOKE COUNTY, TEXAS, SAID 2,718.240 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE 4202, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), DETERMINED BY GPS OBSERVATIONS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY NORTHEAST CORNER OF SAID 2,022.20 ACRE TRACT, SAID CORNER BEING ON THE WEST LINE OF THE G.C. & S.F. RAILROAD, AND SAID CORNER BEING ON THE GRADIENT BOUNDARY ON THE SOUTH BANK OF THE RED RIVER AS SURVEYED BY NEDRA FOSTER, LSLs, FEBRUARY 2018;

THENCE, IN A SOUTHERLY DIRECTION ALONG THE EAST LINE OF SAID 2,022.20 ACRE TRACT, SAME BEING THE COMMON WEST LINE OF SAID G.C. & S.F. RAILROAD THE FOLLOWING COURSES AND DISTANCES:

SOUTH 36 DEGREES 08 MINUTES 23 SECONDS WEST, A DISTANCE OF 546.05 FEET TO AN IRON ROD FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 51 DEGREES 00 MINUTES 31 SECONDS, A RADIUS OF 1,985.08 FEET, AND A LONG CHORD THAT BEARS SOUTH 10 DEGREES 38 MINUTES 08 SECONDS WEST, A DISTANCE OF 1,709.47 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 1,767.26 FEET TO AN IRON ROD FOR CORNER;

SOUTH 14 DEGREES 52 MINUTES 08 SECONDS EAST, A DISTANCE OF 500.86 FEET TO AN IRON ROD FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 18 DEGREES 42 MINUTES 00 SECONDS, A RADIUS OF 1,835.08 FEET, AND A LONG CHORD THAT BEARS SOUTH 05 DEGREES 31 MINUTES 08 SECONDS EAST, A DISTANCE OF 596.27 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 598.92 FEET TO AN IRON ROD FOR CORNER;

SOUTH 03 DEGREES 49 MINUTES 52 SECONDS WEST, A DISTANCE OF 1,893.14 FEET TO AN IRON ROD FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 12 DEGREES 30 MINUTES 00 SECONDS, A RADIUS OF 2,939.93 FEET, AND A LONG CHORD THAT BEARS SOUTH 02 DEGREES 25 MINUTES 08 SECONDS EAST, A DISTANCE OF 640.12 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 641.39 FEET TO AN IRON ROD FOR CORNER;

SOUTH 08 DEGREES 40 MINUTES 08 SECONDS EAST, A DISTANCE OF 504.80 FEET TO AN IRON ROD FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 14 DEGREES 50 MINUTES 00 SECONDS, A RADIUS OF 2,789.93 FEET, AND A LONG CHORD THAT BEARS SOUTH 01 DEGREES 15 MINUTES 08 SECONDS EAST, A DISTANCE OF 720.27 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 722.29 FEET TO AN IRON ROD FOR CORNER;

SOUTH 06 DEGREES 09 MINUTES 52 SECONDS WEST, A DISTANCE OF 2,316.98 FEET TO AN IRON ROD FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 13 DEGREES 30 MINUTES 00 SECONDS, A RADIUS OF 2,939.93 FEET, AND A LONG CHORD THAT BEARS SOUTH 00 DEGREES 35 MINUTES 08 SECONDS EAST, A DISTANCE OF 691.10 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 692.70 FEET TO AN IRON ROD FOR CORNER;

SOUTH 07 DEGREES 20 MINUTES 08 SECONDS EAST, A DISTANCE OF 1,439.34 FEET TO A POINT FOR CORNER;

THENCE, DEPARTING SAID COMMON LINE AND OVER AND ACROSS SAID 2,022.20 ACRE TRACT AND AROUND SAID 29.71 ACRE LESS AND EXCEPT TRACT THE FOLLOWING COURSES AND DISTANCES:

SOUTH 73 DEGREES 43 MINUTES 59 SECONDS WEST, A DISTANCE OF 146.54 FEET TO A STEEL PIN IN A FOUND PILE OF STONE FOR THE NORTH CORNER OF SAID 29.71 ACRE TRACT;

SOUTH 73 DEGREES 43 MINUTES 59 SECONDS WEST, A DISTANCE OF 1,866.33 FEET TO A STEEL PIN IN A PILE OF STONE FOR THE WEST CORNER OF SAID 29.71 ACRE TRACT;

SOUTH 18 DEGREES 01 MINUTES 19 SECONDS EAST, A DISTANCE OF 773.25 FEET TO A STEEL PIN IN A PILE OF STONE FOR THE SOUTH CORNER OF SAID 29.71 ACRE TRACT;

NORTH 70 DEGREES 04 MINUTES 27 SECONDS EAST, A DISTANCE OF 1,618.13 FEET TO A STEEL PIN FOR THE MOST SOUTHERLY EAST CORNER OF SAID 29.71 ACRE TRACT;

NORTH 25 DEGREES 51 MINUTES 21 SECONDS EAST, A DISTANCE OF 313.39 FEET TO A STEEL PIN FOR THE MOST EASTERLY EAST CORNER OF SAID 29.71 ACRE TRACT;

NORTH 13 DEGREES 57 MINUTES 34 SECONDS WEST, A DISTANCE OF 437.53 FEET TO AFORESAID STEEL PIN IN A PILE OF STONE FOR SAID NORTH CORNER;

NORTH 73 DEGREES 43 MINUTES 59 SECONDS EAST, A DISTANCE OF 146.54 FEET TO AFORESAID POINT FOR CORNER ON AFORESAID COMMON EAST LINE OF SAID 2,022.20 ACRE TRACT, SAME BEING THE COMMON AFORESAID WEST LINE OF SAID G.C. & S.F. RAILROAD;

THENCE, IN A SOUTHERLY DIRECTION CONTINUING ALONG SAID COMMON LINE THE FOLLOWING COURSES AND DISTANCES:

SOUTH 07 DEGREES 20 MINUTES 08 SECONDS EAST, ALONG SAID COMMON LINE, A DISTANCE OF 403.17 FEET TO AN IRON ROD FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 14 DEGREES 10 MINUTES 00 SECONDS, A RADIUS OF 2,789.93 FEET, AND A LONG CHORD THAT BEARS SOUTH 00 DEGREES 15 MINUTES 08 SECONDS EAST, A DISTANCE OF 688.07 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 689.83 FEET TO AN IRON ROD FOR CORNER;

SOUTH 06 DEGREES 49 MINUTES 52 SECONDS WEST, ALONG SAID COMMON LINE, A DISTANCE OF 283.34 FEET TO AN IRON ROD FOR THE SOUTHEAST CORNER OF SAID 2,022.20 ACRE TRACT;

THENCE, NORTH 87 DEGREES 39 MINUTES 26 SECONDS WEST, DEPARTING THE WEST LINE OF SAID G.C. & S.F. RAILROAD, AND ALONG THE SOUTH LINE OF SAID 2,022.20 ACRE TRACT, A DISTANCE OF 5,384.51 FEET TO AN IRON ROD FOR CORNER, SAID CORNER BEING ON THE NORTHEAST LINE OF F.M. 1202 (A VARIABLE WIDTH PRESCRIPTIVE RIGHT-OF-WAY);

THENCE, ALONG THE WEST LINE OF SAID 2,022.20 ACRE TRACT AND GENERALLY ALONG SAID F.M. 1202 THE FOLLOWING COURSES AND DISTANCES:

NORTH 25 DEGREES 30 MINUTES 43 SECONDS WEST, A DISTANCE OF 80.97 FEET TO AN IRON ROD FOR CORNER;

SOUTH 64 DEGREES 22 MINUTES 17 SECONDS WEST, A DISTANCE OF 19.90 FEET TO AN IRON ROD FOUND FOR CORNER;

NORTH 00 DEGREES 06 MINUTES 46 SECONDS WEST, A DISTANCE OF 701.85 FEET TO A POINT FOR CORNER;

THENCE, DEPARTING SAID WEST LINE AND OVER AND ACROSS SAID 2,022.20 ACRE TRACT AND AROUND SAID 11.41 ACRE LESS AND EXCEPT TRACT THE FOLLOWING COURSES AND DISTANCES:

NORTH 89 DEGREES 53 MINUTES 14 SECONDS EAST, A DISTANCE OF 141.15 FEET TO A STEEL PIN FOR THE WEST CORNER OF SAID 11.41 ACRE TRACT;

SOUTH 25 DEGREES 26 MINUTES 27 SECONDS EAST, A DISTANCE OF 347.02 FEET TO A STEEL PIN FOR THE MOST SOUTHERLY SOUTH CORNER OF SAID 11.41 ACRE TRACT;

NORTH 64 DEGREES 38 MINUTES 26 SECONDS EAST, A DISTANCE OF 178.00 FEET TO A FENCE CORNER FOR A SOUTH CORNER OF SAID 11.41 ACRE TRACT;

NORTH 69 DEGREES 37 MINUTES 58 SECONDS EAST, A DISTANCE OF 673.56 FEET TO A STEEL PIN FOR THE EAST CORNER OF SAID 11.41 ACRE TRACT;

NORTH 20 DEGREES 21 MINUTES 59 SECONDS WEST, A DISTANCE OF 654.74 FEET TO A STEEL PIN FOR THE MOST NORTHERLY NORTH CORNER OF SAID 11.41 ACRE TRACT;

SOUTH 69 DEGREES 31 MINUTES 59 SECONDS WEST, A DISTANCE OF 478.58 FEET TO A STEEL PIN FOR A NORTH CORNER OF SAID 11.41 ACRE TRACT;

SOUTH 25 DEGREES 27 MINUTES 13 SECONDS WEST, A DISTANCE OF 454.63 FEET TO AN IRON ROD FOR A REENRANT CORNER OF SAID 11.41 ACRE TRACT;

SOUTH 64 DEGREES 30 MINUTES 33 SECONDS WEST, A DISTANCE OF 77.27 FEET TO AFORESAID STEEL PIN FOR WEST CORNER;

SOUTH 89 DEGREES 53 MINUTES 14 SECONDS WEST, A DISTANCE OF 141.15 FEET TO AFORESAID POINT FOR CORNER ON AFORESAID WEST LINE OF SAID 2,022.20 ACRE TRACT;

THENCE, NORTH 00 DEGREES 06 MINUTES 46 SECONDS WEST, CONTINUING ALONG AFORESAID WEST LINE AND GENERALLY ALONG AFORESAID F.M. 1202, A DISTANCE OF 1,453.11 FEET TO AN IRON ROD FOUND FOR CORNER;

THENCE, DEPARTING SAID WEST LINE AND ALONG THE SOUTHEAST LINE OF SAID 597.31 ACRE TRACT, SAME BEING THE COMMON NORTHWEST LINE OF A CALLED 49.30

ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED TO MOLLIE EATON AS RECORDED IN VOLUME 1448, PAGE 314 OF THE DEED RECORDS, COOKE COUNTY, TEXAS, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 74 DEGREES 25 MINUTES 50 SECONDS WEST, A DISTANCE OF 23.32 FEET TO A 3-INCH FENCE CORNER POST FOR CORNER;

SOUTH 68 DEGREES 03 MINUTES 59 SECONDS WEST, A DISTANCE OF 923.95 FEET TO A 3-INCH FENCE CORNER POST FOR CORNER;

SOUTH 64 DEGREES 42 MINUTES 30 SECONDS WEST, A DISTANCE OF 1,048.07 FEET TO A 3-INCH FENCE CORNER POST FOR CORNER;

THENCE, DEPARTING THE NORTHWEST LINE OF SAID 49.30 ACRE TRACT, AND IN A NORTHWESTERLY DIRECTION ALONG THE SOUTHWEST LINE OF SAID 597.31 ACRE TRACT THE FOLLOWING COURSES AND DISTANCES:

NORTH 25 DEGREES 26 MINUTES 40 SECONDS WEST, A DISTANCE OF 3,623.16 FEET TO A 3-INCH FENCE CORNER POST FOR CORNER;

SOUTH 72 DEGREES 58 MINUTES 32 SECONDS WEST, A DISTANCE OF 55.78 FEET TO A 3-INCH FENCE CORNER POST FOR CORNER;

NORTH 22 DEGREES 55 MINUTES 57 SECONDS WEST, A DISTANCE OF 290.11 FEET TO A 3-INCH FENCE CORNER POST FOR CORNER;

NORTH 62 DEGREES 14 MINUTES 34 SECONDS WEST, A DISTANCE OF 175.77 FEET TO A STEEL PIN AT A 3-INCH FENCE CORNER POST FOR CORNER;

NORTH 77 DEGREES 51 MINUTES 04 SECONDS WEST, A DISTANCE OF 1,781.76 FEET TO A 3-INCH FENCE CORNER POST FOR CORNER;

NORTH 29 DEGREES 16 MINUTES 32 SECONDS WEST, A DISTANCE OF 1,359.47 FEET TO AN 8-INCH FENCE CORNER POST IN CONCRETE FOOTING FOR CORNER;

NORTH 25 DEGREES 45 MINUTES 22 SECONDS WEST, A DISTANCE OF 703.05 FEET TO A STEEL PIN FOR CORNER;

SOUTH 80 DEGREES 56 MINUTES 20 SECONDS WEST, A DISTANCE OF 151.53 FEET TO A STEEL PIN FOR CORNER;

NORTH 09 DEGREES 03 MINUTES 41 SECONDS WEST, A DISTANCE OF 365.68 FEET TO A STEEL PIN FOR CORNER;

NORTH 10 DEGREES 04 MINUTES 00 SECONDS WEST, A DISTANCE OF 202.07 FEET TO A STEEL PIN FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 06 DEGREES 37 MINUTES 51 SECONDS, A RADIUS OF 1,949.86 FEET, AND A LONG CHORD THAT BEARS NORTH 15 DEGREES 22 MINUTES 37 SECONDS WEST, A DISTANCE OF 225.53 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 225.66 FEET TO A STEEL PIN FOR CORNER;

NORTH 20 DEGREES 41 MINUTES 14 SECONDS WEST, A DISTANCE OF 202.07 FEET TO A STEEL PIN FOR CORNER;

NORTH 21 DEGREES 41 MINUTES 32 SECONDS WEST, A DISTANCE OF 314.66 FEET TO A STEEL PIN FOUND FOR THE NORTHWEST CORNER OF SAID 597.31 ACRE TRACT;

THENCE, IN AN EASTERLY DIRECTION ALONG THE NORTH LINE OF SAID 597.31 ACRE TRACT THE FOLLOWING COURSES AND DISTANCES:

SOUTH 80 DEGREES 35 MINUTES 10 SECONDS EAST, A DISTANCE OF 1,105.47 FEET TO A STEEL PIN FOR CORNER;

SOUTH 35 DEGREES 19 MINUTES 20 SECONDS WEST, A DISTANCE OF 178.08 FEET TO A FENCE CORNER;

SOUTH 55 DEGREES 04 MINUTES 20 SECONDS EAST, A DISTANCE OF 191.12 FEET TO A FENCE CORNER;

NORTH 52 DEGREES 56 MINUTES 18 SECONDS EAST, A DISTANCE OF 334.45 FEET TO A STEEL PIN FOR CORNER;

SOUTH 80 DEGREES 35 MINUTES 09 SECONDS EAST, A DISTANCE OF 4,037.04 FEET TO A 10-INCH FENCE CORNER POST IN CONCRETE FOOTING;

NORTH 84 DEGREES 22 MINUTES 47 SECONDS EAST, A DISTANCE OF 1,510.49 FEET TO A STEEL PIN FOR CORNER ON AFORESAID WEST LINE OF SAID 2,022.20 ACRE TRACT;

THENCE, NORTH 00 DEGREES 06 MINUTES 46 SECONDS WEST, ALONG SAID WEST LINE, A DISTANCE OF 6,006.55 FEET TO A SQUARE PIPE FOR CORNER;

THENCE, NORTH 00 DEGREES 08 MINUTES 28 SECONDS WEST, CONTINUING ALONG SAID ALONG SAID WEST LINE, A DISTANCE OF 5,629.45 FEET TO A WOOD FENCE CORNER;

THENCE, SOUTH 89 DEGREES 24 MINUTES 31 SECONDS EAST, ALONG THE NORTH LINE OF SAID 2,022.20 ACRE TRACT, PASSING AT A DISTANCE OF 267.14 FEET A CAPPED IRON ROD FOR THE MOST NORTHERLY NORTHEAST CORNER OF SAID 2,022.20 ACRE TRACT, SAME BEING THE COMMON NORTHWEST CORNER OF SAID 133.77 ACRE TRACT, AND CONTINUING IN ALL A TOTAL DISTANCE OF 1,750.12 FEET TO A POINT FOR THE NORTHEAST CORNER OF SAID 133.77 ACRE TRACT, SAID CORNER BEING ON AFORESAID GRADIENT BOUNDARY ON THE SOUTH BANK OF THE RED RIVER AS SURVEYED BY NEDRA FOSTER, LSLs, FEBRUARY 2018;

THENCE, IN A SOUTHEASTERLY DIRECTION ALONG THE NORTHEAST LINE OF SAID 133.77 ACRE TRACT, SAME BEING SAID COMMON GRADIENT BOUNDARY THE FOLLOWING COURSES AND DISTANCES:

SOUTH 53 DEGREES 58 MINUTES 21 SECONDS EAST, A DISTANCE OF 91.40 FEET TO A POINT FOR CORNER;

SOUTH 45 DEGREES 17 MINUTES 03 SECONDS EAST, A DISTANCE OF 427.80 FEET TO A POINT FOR CORNER;

SOUTH 60 DEGREES 28 MINUTES 15 SECONDS EAST, A DISTANCE OF 691.87 FEET TO A POINT FOR CORNER;

SOUTH 27 DEGREES 10 MINUTES 46 SECONDS EAST, A DISTANCE OF 834.10 FEET TO A POINT FOR CORNER;

SOUTH 27 DEGREES 24 MINUTES 53 SECONDS EAST, A DISTANCE OF 784.05 FEET TO A POINT FOR CORNER;

SOUTH 42 DEGREES 03 MINUTES 52 SECONDS EAST, A DISTANCE OF 110.45 FEET TO A POINT FOR CORNER;

SOUTH 24 DEGREES 14 MINUTES 12 SECONDS EAST, A DISTANCE OF 297.20 FEET TO A POINT FOR CORNER;

SOUTH 18 DEGREES 40 MINUTES 36 SECONDS EAST, A DISTANCE OF 299.79 FEET TO A POINT FOR CORNER;

SOUTH 11 DEGREES 16 MINUTES 26 SECONDS EAST, A DISTANCE OF 312.02 FEET TO A POINT FOR CORNER;

SOUTH 00 DEGREES 25 MINUTES 20 SECONDS WEST, A DISTANCE OF 407.01 FEET TO A POINT FOR CORNER ON SAID COMMON LINE, SAID CORNER BEING A SOUTHEAST CORNER OF SAID 133.77 ACRE TRACT;

THENCE, SOUTH 66 DEGREES 22 MINUTES 14 SECONDS WEST, DEPARTING SAID COMMON LINE AND ALONG A SOUTHEAST LINE OF SAID 133.77 ACRE TRACT, A DISTANCE OF 0.32 FEET TO A POINT FOR CORNER ON SAID SOUTHEAST LINE, SAID CORNER BEING THE NORTHEAST CORNER OF SAID 6.02 ACRE TRACT;

THENCE, SOUTH 14 DEGREES 04 MINUTES 17 SECONDS EAST, DEPARTING SAID SOUTHEAST LINE AND ALONG THE NORTHEAST LINE OF SAID 6.02 ACRE TRACT, SAME BEING THE COMMON GRADIENT BOUNDARY ON THE RIGHT BANK OF THE RED RIVER, A DISTANCE OF 1,329.68 FEET TO A POINT FOR THE SOUTH CORNER OF SAID 6.02 ACRE TRACT, SAID CORNER BEING ON SAID GRADIENT BOUNDARY, AND SAID CORNER BEING ON THE AFORESAID NORTHEAST LINE OF SAID 133.77 ACRE TRACT;

THENCE, SOUTH 12 DEGREES 01 MINUTES 50 SECONDS EAST, ALONG SAID NORTHEAST LINE, A DISTANCE OF 62.37 FEET TO A POINT FOR THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID 133.77 ACRE TRACT;

THENCE, SOUTH 65 DEGREES 46 MINUTES 20 SECONDS WEST, ALONG THE MOST SOUTHERLY SOUTHEAST LINE OF SAID 133.77 ACRE TRACT, DEPARTING SAID SOUTHEAST LINE, PASSING THE SOUTH CORNER OF SAID 133.77 ACRE TRACT AT A DISTANCE OF 21.93 FEET, AND CONTINUING IN ALL A TOTAL DISTANCE OF 40.94 FEET TO A POINT FOR CORNER ON THE AFORESAID NORTHEAST LINE OF SAID 2,022.20 ACRE TRACT, SAME BEING THE COMMON AFORESAID GRADIENT BOUNDARY ON THE SOUTH BANK OF THE RED RIVER AS SURVEYED BY NEDRA FOSTER, LSLs, FEBRUARY 2018;

THENCE, IN A SOUTHEASTERLY DIRECTION ALONG SAID COMMON LINE THE FOLLOWING COURSES AND DISTANCES:

SOUTH 39 DEGREES 32 MINUTES 10 SECONDS EAST, A DISTANCE OF 80.65 FEET TO A POINT FOR CORNER;

SOUTH 36 DEGREES 08 MINUTES 07 SECONDS EAST, A DISTANCE OF 234.02 FEET TO A POINT FOR CORNER;

SOUTH 38 DEGREES 10 MINUTES 44 SECONDS EAST, A DISTANCE OF 297.68 FEET TO A POINT FOR CORNER;

SOUTH 35 DEGREES 37 MINUTES 50 SECONDS EAST, A DISTANCE OF 286.67 FEET TO A POINT FOR CORNER;

SOUTH 35 DEGREES 41 MINUTES 43 SECONDS EAST, A DISTANCE OF 253.65 FEET TO A POINT FOR CORNER;

SOUTH 34 DEGREES 19 MINUTES 49 SECONDS EAST, A DISTANCE OF 148.95 FEET TO A POINT FOR CORNER;

SOUTH 42 DEGREES 22 MINUTES 03 SECONDS EAST, A DISTANCE OF 123.17 FEET TO A POINT FOR CORNER;

SOUTH 43 DEGREES 37 MINUTES 31 SECONDS EAST, A DISTANCE OF 265.24 FEET TO A POINT FOR CORNER;

SOUTH 45 DEGREES 34 MINUTES 58 SECONDS EAST, A DISTANCE OF 208.61 FEET TO A POINT FOR CORNER;

SOUTH 47 DEGREES 46 MINUTES 27 SECONDS EAST, A DISTANCE OF 321.40 FEET TO A POINT FOR CORNER;

SOUTH 52 DEGREES 07 MINUTES 30 SECONDS EAST, A DISTANCE OF 262.24 FEET TO A POINT FOR CORNER;

SOUTH 60 DEGREES 46 MINUTES 51 SECONDS EAST, A DISTANCE OF 67.60 FEET TO A POINT FOR CORNER;

SOUTH 66 DEGREES 06 MINUTES 17 SECONDS EAST, A DISTANCE OF 172.92 FEET TO THE POINT OF BEGINNING AND CONTAINING 2,718.240 ACRES OF LAND, MORE OR LESS.

“THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED”

LEGAL DESCRIPTION
TRACT B
4,560.911 ACRES

BEING A 4,560.911 ACRE TRACT OF LAND SITUATED IN THE B.B.B. AND C.R.R. CO SURVEY, ABSTRACT NO. 155, B.B.B. AND C.R.R. CO SURVEY, ABSTRACT NO. 175, JAMES C. BROWN SURVEY, ABSTRACT NO. 185, FRANKLIN COOK SURVEY, ABSTRACT NO. 242, JACOB CASPAN SURVEY, ABSTRACT NO. 247, JAMES C. DOBKINS SURVEY, ABSTRACT NO. 315, JACOB DOBKINS SURVEY, ABSTRACT NO. 316, JAMES FRANKLIN SURVEY, ABSTRACT NO. 370, MUND GROSS SURVEY, ABSTRACT NO. 401, WILLIAM HOLT SURVEY, ABSTRACT NO. 456, MARSHALL UNIVERSITY SURVEY, ABSTRACT NO. 616, JAMES McWILLIAMS SURVEY, ABSTRACT NO. 658, JOHN S. MENIFEE SURVEY, ABSTRACT NO. 664, JOHN S. MENIFEE SURVEY, ABSTRACT NO. 665, ALEX C. McFARLAND SURVEY, ABSTRACT NO. 677, MIRAM McCALL SURVEY, ABSTRACT NO. 703, L.B. NELSON SURVEY, ABSTRACT NO. 799, J. PURCELL SURVEY, ABSTRACT NO. 834, SARAH SMITH SURVEY, ABSTRACT NO. 913, JACOB SPEARS SURVEY, ABSTRACT NO. 915, ELIZABETH STONE SURVEY, ABSTRACT NO. 1002, D.B. TAYLOR SURVEY, ABSTRACT NO. 1068, JAMES C. BROWN SURVEY, ABSTRACT NO. 1185, WM C DAVIS SURVEY, ABSTRACT NO. 1195, C.H. McALISTER SURVEY, ABSTRACT NO. 1267, S.H. BROWN SURVEY, ABSTRACT NO. 1287, L.M. FORD SURVEY, ABSTRACT NO. 1293, D.C. HEED SURVEY, ABSTRACT NO. 1296, W W HOWETH SURVEY, ABSTRACT NO. 1375, A. HODGE SURVEY, ABSTRACT NO. 1388, B.A. STANFORD SURVEY, ABSTRACT NO. 1445, C.E. FALLIS SURVEY, ABSTRACT NO. 1515, J.N. MURRELL SURVEY, ABSTRACT NO. 1525, V.A. HOWETH SURVEY, ABSTRACT NO. 1631, B.B.B. & C.R.R. CO SURVEY, ABSTRACT NO. 1650, J.J. LANG SURVEY, ABSTRACT NO. 1655, COOKE COUNTY, TEXAS, BEING ALL OF TRACT 1 (100 ACRE TRACT), A CALLED 100.00 ACRE TRACT OF LAND AND BEING ALL OF TRACT 2 (100 ACRE TRACT), A CALLED 100.00 ACRE TRACT OF LAND BOTH BEING DESCRIBED IN WARRANTY DEED TO JOHN SCHMITZ AND SANDY SCHMITZ AS RECORDED IN VOLUME 2388, PAGE 64 OF THE DEED RECORDS, COOKE COUNTY, TEXAS, BEING ALL OF FARM NO. 1 (1960 ACRES, MORE OR LESS), A CALLED 1770.0 ACRE TRACT OF LAND, A CALLED 157.47 ACRE TRACT OF LAND, AND A CALLED 16.41 ACRE TRACT OF LAND ALL OF WHICH BEING DESCRIBED IN WARRANTY DEED TO STARK ENTERPRISES, INC. AS RECORDED IN VOLUME 520, PAGE 414 OF THE DEED RECORDS, COOKE COUNTY, TEXAS, BEING A PART OF A CALLED 270.81 ACRE TRACT OF LAND AND BEING ALL OF A CALLED 813.753 ACRE TRACT OF LAND BOTH BEING DESCRIBED IN WARRANTY DEED TO MESA REAL ESTATE PARTNERS, LP AS RECORDED IN VOLUME 2388, PAGE 113 OF THE DEED RECORDS, COOKE COUNTY, TEXAS, BEING ALL OF A CALLED 82.092 ACRE TRACT OF LAND AND BEING ALL OF A CALLED 733.184 ACRE TRACT OF LAND BOTH BEING DESCRIBED IN GENERAL WARRANTY DEED TO TIMBERCREEK REAL ESTATE PARTNERS, L.L.C. AS RECORDED IN VOLUME 1674, PAGE 173 OF THE DEED RECORDS, COOKE COUNTY, TEXAS, BEING ALL OF A CALLED 80.869 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED TO MESA REAL ESTATE PARTNERS, LP AS RECORDED IN VOLUME 2388, PAGE 89 OF THE DEED RECORDS, COOKE COUNTY, TEXAS, BEING ALL OF TRACT 2, A CALLED 26.229 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED TO MESA REAL ESTATE PARTNERS, LP AS RECORDED IN VOLUME 2388, PAGE 96 OF THE DEED RECORDS, COOKE COUNTY, TEXAS, BEING ALL OF A CALLED 247.572 ACRE TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED TO B-29 PROPERTIES, LLC AS RECORDED IN VOLUME 2526, PAGE 752 OF THE DEED RECORDS, COOKE COUNTY, TEXAS, AND BEING ALL OF A CALLED 304.453 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED TO B-29 PROPERTIES, LLC AS

RECORDED IN VOLUME 2454, PAGE 560 OF THE DEED RECORDS, COOKE COUNTY, TEXAS, SAID 4,560.911 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE 4202, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8-INCH IRON ROD WITH A 3-1/4-INCH ALUMINUM CAP STAMPED "TEXAS DEPARTMENT OF TRANSPORTATION R.O.W" (HEREAFTER REFERRED TO AS "ALUMINUM ROW CAP") FOR THE NORTHWEST CORNER OF SAID TRACT 1, 100.00 ACRE TRACT, SAID CORNER BEING THE MOST NORTHERLY NORTHEAST CORNER OF A CALLED 1.0905 ACRE TRACT OF LAND DESCRIBED IN DEED TO THE STATE OF TEXAS AS RECORDED IN VOLUME 2290, PAGE 758 OF THE DEED RECORDS, COOKE COUNTY, TEXAS, AND SAID CORNER BEING ON THE EAST RIGHT-OF-WAY LINE INTERSTATE HIGHWAY 35 (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, SOUTH 80 DEGREES 18 MINUTES 48 SECONDS EAST, DEPARTING THE EAST RIGHT-OF-WAY OF SAID INTERSTATE HIGHWAY 35, AND ALONG THE NORTH LINE OF SAID TRACT 1, 100.00 ACRE TRACT, A DISTANCE OF 3,564.17 FEET TO A FENCE CORNER POST FOUND FOR THE NORTHEAST CORNER OF SAID TRACT 1, 100.00 ACRE TRACT, SAID CORNER BEING ON THE WEST LINE OF SAID 1770.0 ACRE TRACT;

THENCE IN A NORTHERLY DIRECTION ALONG THE WEST LINE OF SAID 1770.0 ACRE TRACT, SAME BEING ALONG OLD BROWN'S FERRY ROAD (ABANDONED) THE FOLLOWING COURSES AND DISTANCES:

NORTH 07 DEGREES 34 MINUTES 28 SECONDS EAST, A DISTANCE OF 807.05 FEET TO A POINT FOR CORNER;

NORTH 01 DEGREES 06 MINUTES 51 SECONDS WEST, A DISTANCE OF 362.70 FEET TO A POINT FOR CORNER;

NORTH 37 DEGREES 37 MINUTES 26 SECONDS EAST, A DISTANCE OF 274.43 FEET TO A POINT FOR CORNER;

NORTH 10 DEGREES 02 MINUTES 40 SECONDS WEST, A DISTANCE OF 843.25 FEET TO A POINT FOR CORNER;

NORTH 25 DEGREES 44 MINUTES 59 SECONDS EAST, A DISTANCE OF 517.77 FEET TO A POINT FOR CORNER;

NORTH 44 DEGREES 51 MINUTES 25 SECONDS WEST, A DISTANCE OF 54.35 FEET TO A POINT FOR CORNER;

NORTH 49 DEGREES 20 MINUTES 55 SECONDS EAST, A DISTANCE OF 107.93 FEET TO A POINT FOR CORNER;

NORTH 28 DEGREES 05 MINUTES 40 SECONDS EAST, A DISTANCE OF 199.81 FEET TO A POINT FOR CORNER;

NORTH 41 DEGREES 52 MINUTES 37 SECONDS EAST, A DISTANCE OF 167.65 FEET TO A POINT FOR CORNER;

SOUTH 73 DEGREES 40 MINUTES 13 SECONDS EAST, A DISTANCE OF 123.04 FEET TO A POINT FOR CORNER;

NORTH 29 DEGREES 46 MINUTES 44 SECONDS EAST, A DISTANCE OF 386.85 FEET TO A POINT FOR CORNER;

NORTH 26 DEGREES 14 MINUTES 05 SECONDS EAST, A DISTANCE OF 24.76 FEET TO A POINT FOR CORNER;

NORTH 28 DEGREES 03 MINUTES 23 SECONDS EAST, A DISTANCE OF 40.93 FEET TO A POINT FOR CORNER;

NORTH 29 DEGREES 01 MINUTES 33 SECONDS EAST, A DISTANCE OF 107.91 FEET TO A POINT FOR CORNER;

NORTH 21 DEGREES 23 MINUTES 29 SECONDS WEST, A DISTANCE OF 195.06 FEET TO A 1/2-INCH STEEL SQUARE TUBING FOUND FOR THE NORTHWEST CORNER OF SAID 1770.0 ACRE TRACT, SAID CORNER BEING ON THE SOUTH BANK OF THE RED RIVER;

THENCE, IN A SOUTHEASTERLY DIRECTION ALONG THE NORTH LINE OF SAID 1770.0 ACRE TRACT, SAME BEING THE COMMON SOUTH BANK OF SAID RED RIVER THE FOLLOWING COURSES AND DISTANCES:

SOUTH 70 DEGREES 49 MINUTES 58 SECONDS EAST, A DISTANCE OF 683.31 FEET TO A POINT FOR CORNER;

SOUTH 70 DEGREES 44 MINUTES 22 SECONDS EAST, A DISTANCE OF 429.70 FEET TO A POINT FOR CORNER;

SOUTH 72 DEGREES 50 MINUTES 55 SECONDS EAST, A DISTANCE OF 631.26 FEET TO A POINT FOR CORNER;

SOUTH 72 DEGREES 31 MINUTES 26 SECONDS EAST, A DISTANCE OF 434.13 FEET TO A POINT FOR CORNER;

SOUTH 75 DEGREES 00 MINUTES 37 SECONDS EAST, A DISTANCE OF 317.05 FEET TO A POINT FOR CORNER;

SOUTH 76 DEGREES 17 MINUTES 44 SECONDS EAST, A DISTANCE OF 541.21 FEET TO A POINT FOR CORNER;

SOUTH 78 DEGREES 58 MINUTES 44 SECONDS EAST, A DISTANCE OF 520.69 FEET TO A POINT FOR CORNER;

SOUTH 82 DEGREES 42 MINUTES 56 SECONDS EAST, A DISTANCE OF 526.02 FEET TO A POINT FOR CORNER;

SOUTH 86 DEGREES 02 MINUTES 55 SECONDS EAST, A DISTANCE OF 338.31 FEET TO A POINT FOR CORNER;

SOUTH 79 DEGREES 22 MINUTES 42 SECONDS EAST, A DISTANCE OF 655.58 FEET TO A POINT FOR CORNER;

SOUTH 87 DEGREES 37 MINUTES 18 SECONDS EAST, A DISTANCE OF 131.50 FEET TO A POINT FOR THE NORTHEAST CORNER OF SAID 1770.0 ACRE TRACT;

THENCE, SOUTH 04 DEGREES 43 MINUTES 15 SECONDS WEST, PASSING AT A DISTANCE OF 17.65 FEET THE NORTHWEST CORNER OF A CALLED 448.69 ACRE TRACT DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN TO CHRISTOPHER BANCROFT AS RECORDED IN VOLUME 742, PAGE 845 OF THE DEED RECORDS, COOKE COUNTY, TEXAS, ALONG THE WEST LINE OF SAID 448.69 ACRE TRACT, ENTERING THE GENERAL CENTER OF OLD SACRA'S FERRY ROAD (ABANDONED), A DISTANCE OF 268.76 FEET TO A SPIKE FOR CORNER;

THENCE, CONTINUING IN A SOUTHERLY DIRECTION ALONG THE EAST LINE OF SAID 1770.0 ACRE TRACT, AND THE COMMON WEST LINE OF SAID 448.69 ACRE TRACT, AND ALONG THE GENERAL CENTER OF SAID OLD SACRA'S FERRY ROAD THE FOLLOWING COURSES AND DISTANCES:

SOUTH 02 DEGREES 15 MINUTES 26 SECONDS EAST, A DISTANCE OF 222.72 FEET TO A SPIKE FOR CORNER;

SOUTH 04 DEGREES 44 MINUTES 25 SECONDS EAST, A DISTANCE OF 199.34 FEET TO A SPIKE FOR CORNER;

SOUTH 07 DEGREES 32 MINUTES 46 SECONDS EAST, A DISTANCE OF 131.45 FEET TO A SPIKE FOUND FOR CORNER;

SOUTH 12 DEGREES 13 MINUTES 08 SECONDS EAST, A DISTANCE OF 240.64 FEET TO A SPIKE FOR CORNER;

SOUTH 05 DEGREES 42 MINUTES 27 SECONDS EAST, A DISTANCE OF 86.94 FEET TO A SPIKE FOR CORNER;

SOUTH 03 DEGREES 50 MINUTES 14 SECONDS EAST, A DISTANCE OF 177.24 FEET TO A SPIKE FOR CORNER;

SOUTH 04 DEGREES 18 MINUTES 01 SECONDS WEST, A DISTANCE OF 242.99 FEET TO A SPIKE FOR CORNER;

SOUTH 07 DEGREES 05 MINUTES 48 SECONDS WEST, A DISTANCE OF 84.63 FEET TO A SPIKE FOR CORNER;

SOUTH 12 DEGREES 31 MINUTES 18 SECONDS WEST, A DISTANCE OF 127.71 FEET TO A SPIKE FOR CORNER;

SOUTH 03 DEGREES 04 MINUTES 16 SECONDS WEST, A DISTANCE OF 128.91 FEET TO A SPIKE FOR CORNER;

SOUTH 01 DEGREES 15 MINUTES 50 SECONDS WEST, A DISTANCE OF 290.24 FEET TO A SPIKE FOR CORNER;

SOUTH 03 DEGREES 21 MINUTES 16 SECONDS EAST, A DISTANCE OF 326.18 FEET TO A SPIKE FOR CORNER;

SOUTH 04 DEGREES 51 MINUTES 39 SECONDS EAST, A DISTANCE OF 248.12 FEET TO A SPIKE FOR CORNER;

SOUTH 03 DEGREES 58 MINUTES 58 SECONDS WEST, A DISTANCE OF 144.52 FEET TO A SPIKE FOR CORNER;

SOUTH 11 DEGREES 00 MINUTES 49 SECONDS EAST, A DISTANCE OF 324.65 FEET TO A SPIKE FOR CORNER;

SOUTH 08 DEGREES 46 MINUTES 45 SECONDS EAST, A DISTANCE OF 90.24 FEET TO A SPIKE FOR CORNER;

SOUTH 02 DEGREES 56 MINUTES 11 SECONDS EAST, A DISTANCE OF 97.56 FEET TO A SPIKE FOR CORNER;

SOUTH 04 DEGREES 55 MINUTES 29 SECONDS WEST, A DISTANCE OF 137.84 FEET TO A SPIKE FOR CORNER;

SOUTH 06 DEGREES 55 MINUTES 43 SECONDS WEST, A DISTANCE OF 138.83 FEET TO A SPIKE FOR CORNER;

SOUTH 09 DEGREES 05 MINUTES 40 SECONDS WEST, A DISTANCE OF 206.88 FEET TO A SPIKE FOR CORNER;

SOUTH 05 DEGREES 14 MINUTES 20 SECONDS WEST, A DISTANCE OF 155.52 FEET TO A SPIKE FOR CORNER;

SOUTH 02 DEGREES 29 MINUTES 45 SECONDS WEST, A DISTANCE OF 167.32 FEET TO A SPIKE FOR CORNER;

SOUTH 00 DEGREES 19 MINUTES 08 SECONDS WEST, A DISTANCE OF 240.46 FEET TO A SPIKE FOR CORNER;

SOUTH 01 DEGREES 24 MINUTES 12 SECONDS EAST, A DISTANCE OF 290.22 FEET TO A SPIKE FOR THE SOUTHWEST CORNER OF SAID 447.09 ACRE TRACT, SAID CORNER BEING THE NORTHWEST CORNER OF A CALLED 200.00 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN TO BILL LEDBETTER AND WIFE, PAT LEDBETTER AS RECORDED IN VOLUME 809, PAGE 749 OF THE DEED RECORDS, COOKE COUNTY, TEXAS;

THENCE, CONTINUING IN A SOUTHERLY DIRECTION ALONG THE EAST LINE OF SAID 1770.0 ACRE TRACT AND THE COMMON WEST LINE OF SAID 200.00 ACRE TRACT, AND ALONG THE GENERAL CENTER OF SAID OLD SACRA'S FERRY ROAD THE FOLLOWING COURSES AND DISTANCES:

SOUTH 00 DEGREES 17 MINUTES 53 SECONDS EAST, A DISTANCE OF 725.44 FEET TO A STEEL PIN FOR CORNER;

SOUTH 09 DEGREES 19 MINUTES 22 SECONDS EAST, A DISTANCE OF 593.67 FEET TO A STEEL PIN FOR CORNER;

SOUTH 00 DEGREES 22 MINUTES 34 SECONDS EAST, A DISTANCE OF 596.50 FEET TO A STEEL PIN FOR CORNER;

SOUTH 02 DEGREES 32 MINUTES 39 SECONDS WEST, A DISTANCE OF 556.73 FEET TO A STEEL PIN FOR CORNER;

SOUTH 06 DEGREES 05 MINUTES 36 SECONDS WEST, A DISTANCE OF 815.63 FEET TO A STEEL PIN FOR CORNER;

SOUTH 08 DEGREES 01 MINUTES 46 SECONDS WEST, A DISTANCE OF 444.15 FEET TO A STEEL PIN FOR CORNER;

SOUTH 06 DEGREES 34 MINUTES 02 SECONDS WEST, A DISTANCE OF 623.27 FEET TO A STEEL PIN FOR THE SOUTHWEST CORNER OF SAID 200.00 ACRE TRACT, SAID CORNER BEING THE MOST NORTHERLY NORTHWEST CORNER OF SAID 270.81 ACRE TRACT;

THENCE, NORTH 89 DEGREES 54 MINUTES 31 SECONDS EAST, DEPARTING THE GENERAL CENTER OF SAID OLD SACRA'S FERRY ROAD, AND ALONG THE NORTH LINE OF SAID 270.81 ACRE TRACT, A DISTANCE OF 2,030.07 FEET TO AN IRON ROD WITH CAP FOR THE NORTHWEST CORNER OF A CALLED 48.607 ACRE TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED WITH VENDOR'S LIEN TO BENJAMIN S. BALDUS AND CAMERON A. BALDUS AS RECORDED IN VOLUME 2375, PAGE 833 OF THE DEED RECORDS, COOKE COUNTY, TEXAS;

THENCE, DEPARTING THE NORTH LINE OF SAID 270.81 ACRE TRACT, AND ALONG THE WEST LINE OF SAID 48.607 ACRE TRACT THE FOLLOWING COURSES AND DISTANCES:

SOUTH 00 DEGREES 01 MINUTES 03 SECONDS EAST, A DISTANCE OF 628.01 FEET TO AN IRON ROD WITH CAP FOR CORNER;

SOUTH 21 DEGREES 51 MINUTES 38 SECONDS EAST, A DISTANCE OF 529.73 FEET TO AN IRON ROD WITH CAP FOR CORNER;

SOUTH 05 DEGREES 00 MINUTES 28 SECONDS WEST, A DISTANCE OF 307.47 FEET TO AN IRON ROD WITH CAP FOR CORNER IN ROADWAY UNDER APPARENT PUBLIC USE POSTED AS COUNTY ROAD 135;

SOUTH 10 DEGREES 28 MINUTES 29 SECONDS WEST, A DISTANCE OF 954.33 FEET TO A METAL FENCE CORNER POST FOR CORNER;

THENCE, MEANDERING ALONG THE WEST BANK OF PECAN CREEK THE FOLLOWING COURSES AND DISTANCES:

SOUTH 07 DEGREES 58 MINUTES 17 SECONDS EAST, A DISTANCE OF 66.20 FEET TO A POINT FOR CORNER;

NORTH 11 DEGREES 13 MINUTES 40 SECONDS EAST, A DISTANCE OF 14.23 FEET TO A POINT FOR CORNER;

NORTH 37 DEGREES 06 MINUTES 09 SECONDS EAST, A DISTANCE OF 25.15 FEET TO A POINT FOR CORNER;

NORTH 54 DEGREES 44 MINUTES 02 SECONDS EAST, A DISTANCE OF 16.90 FEET TO A POINT FOR CORNER;

SOUTH 68 DEGREES 13 MINUTES 25 SECONDS EAST, A DISTANCE OF 64.96 FEET TO A POINT FOR CORNER;

SOUTH 57 DEGREES 18 MINUTES 47 SECONDS EAST, A DISTANCE OF 59.76 FEET TO A POINT FOR CORNER;

SOUTH 84 DEGREES 29 MINUTES 18 SECONDS EAST, A DISTANCE OF 20.78 FEET TO A POINT FOR CORNER;

NORTH 15 DEGREES 56 MINUTES 34 SECONDS EAST, A DISTANCE OF 8.05 FEET TO A POINT FOR CORNER;

NORTH 61 DEGREES 08 MINUTES 10 SECONDS EAST, A DISTANCE OF 17.60 FEET TO A POINT FOR CORNER;

NORTH 85 DEGREES 41 MINUTES 50 SECONDS EAST, A DISTANCE OF 33.57 FEET TO A POINT FOR CORNER;

SOUTH 67 DEGREES 22 MINUTES 36 SECONDS EAST, A DISTANCE OF 26.88 FEET TO A POINT FOR CORNER;

SOUTH 41 DEGREES 45 MINUTES 03 SECONDS EAST, A DISTANCE OF 13.01 FEET TO A POINT FOR CORNER;

SOUTH 21 DEGREES 26 MINUTES 25 SECONDS EAST, A DISTANCE OF 10.87 FEET TO A POINT FOR CORNER;

SOUTH 71 DEGREES 34 MINUTES 21 SECONDS EAST, A DISTANCE OF 32.81 FEET TO A POINT FOR CORNER;

NORTH 62 DEGREES 49 MINUTES 43 SECONDS EAST, A DISTANCE OF 28.07 FEET TO A POINT FOR CORNER;

NORTH 73 DEGREES 51 MINUTES 13 SECONDS EAST, A DISTANCE OF 97.06 FEET TO A POINT FOR CORNER;

NORTH 67 DEGREES 02 MINUTES 30 SECONDS EAST, A DISTANCE OF 37.63 FEET TO A POINT FOR CORNER;

NORTH 44 DEGREES 54 MINUTES 31 SECONDS EAST, A DISTANCE OF 14.68 FEET TO A POINT FOR CORNER;

NORTH 57 DEGREES 23 MINUTES 01 SECONDS EAST, A DISTANCE OF 16.55 FEET TO A POINT FOR CORNER;

NORTH 88 DEGREES 42 MINUTES 42 SECONDS EAST, A DISTANCE OF 12.88 FEET TO A POINT FOR CORNER;

SOUTH 70 DEGREES 31 MINUTES 00 SECONDS EAST, A DISTANCE OF 19.39 FEET TO A POINT FOR CORNER;

SOUTH 49 DEGREES 36 MINUTES 11 SECONDS EAST, A DISTANCE OF 9.14 FEET TO A POINT FOR CORNER;

SOUTH 25 DEGREES 34 MINUTES 13 SECONDS EAST, A DISTANCE OF 29.83 FEET TO A POINT FOR CORNER;

SOUTH 65 DEGREES 08 MINUTES 31 SECONDS EAST, A DISTANCE OF 22.48 FEET TO A POINT FOR CORNER;

NORTH 25 DEGREES 02 MINUTES 50 SECONDS EAST, A DISTANCE OF 39.65 FEET TO A POINT FOR CORNER;

NORTH 02 DEGREES 35 MINUTES 36 SECONDS WEST, A DISTANCE OF 24.01 FEET TO A POINT FOR CORNER;

NORTH 64 DEGREES 55 MINUTES 42 SECONDS EAST, A DISTANCE OF 52.85 FEET TO A POINT FOR CORNER;

NORTH 76 DEGREES 22 MINUTES 32 SECONDS EAST, A DISTANCE OF 56.52 FEET TO A POINT FOR CORNER;

NORTH 43 DEGREES 16 MINUTES 29 SECONDS EAST, A DISTANCE OF 18.05 FEET TO A POINT FOR CORNER;

NORTH 69 DEGREES 46 MINUTES 11 SECONDS EAST, A DISTANCE OF 15.44 FEET TO A POINT FOR CORNER;

NORTH 78 DEGREES 06 MINUTES 52 SECONDS EAST, A DISTANCE OF 16.89 FEET TO A POINT FOR CORNER;

SOUTH 47 DEGREES 35 MINUTES 21 SECONDS EAST, A DISTANCE OF 1.91 FEET TO A POINT FOR CORNER;

SOUTH 31 DEGREES 01 MINUTES 48 SECONDS EAST, A DISTANCE OF 79.98 FEET TO A POINT FOR CORNER;

SOUTH 67 DEGREES 05 MINUTES 32 SECONDS EAST, A DISTANCE OF 32.70 FEET TO A POINT FOR CORNER;

NORTH 03 DEGREES 04 MINUTES 04 SECONDS EAST, A DISTANCE OF 10.79 FEET TO A POINT FOR CORNER;

NORTH 10 DEGREES 59 MINUTES 38 SECONDS EAST, A DISTANCE OF 5.70 FEET TO A POINT FOR CORNER;

NORTH 76 DEGREES 32 MINUTES 48 SECONDS EAST, A DISTANCE OF 59.71 FEET TO A POINT FOR CORNER;

SOUTH 65 DEGREES 45 MINUTES 43 SECONDS EAST, A DISTANCE OF 22.11 FEET TO A POINT FOR CORNER;

SOUTH 43 DEGREES 21 MINUTES 52 SECONDS EAST, A DISTANCE OF 25.37 FEET TO A POINT FOR CORNER;

NORTH 45 DEGREES 22 MINUTES 35 SECONDS EAST, A DISTANCE OF 12.21 FEET TO A POINT FOR CORNER;

NORTH 04 DEGREES 40 MINUTES 43 SECONDS WEST, A DISTANCE OF 10.33 FEET TO A POINT FOR CORNER;

NORTH 23 DEGREES 41 MINUTES 30 SECONDS EAST, A DISTANCE OF 12.35 FEET TO A POINT FOR CORNER;

NORTH 62 DEGREES 53 MINUTES 43 SECONDS EAST, A DISTANCE OF 33.59 FEET TO A POINT FOR CORNER;

NORTH 40 DEGREES 25 MINUTES 00 SECONDS EAST, A DISTANCE OF 13.70 FEET TO A POINT FOR CORNER;

NORTH 16 DEGREES 27 MINUTES 01 SECONDS EAST, A DISTANCE OF 8.92 FEET TO A POINT FOR CORNER;

NORTH 00 DEGREES 39 MINUTES 31 SECONDS EAST, A DISTANCE OF 27.82 FEET TO A POINT FOR CORNER;

NORTH 45 DEGREES 27 MINUTES 54 SECONDS EAST, A DISTANCE OF 33.12 FEET TO A POINT FOR CORNER;

NORTH 59 DEGREES 43 MINUTES 22 SECONDS EAST, A DISTANCE OF 24.03 FEET TO A 3/8-INCH IRON ROD FOR THE SOUTHEAST CORNER OF SAID 48.607 ACRE

TRACT, SAID CORNER BEING A REENFRANT CORNER OF SAID 813.753 ACRE TRACT;

THENCE, NORTH 00 DEGREES 24 MINUTES 11 SECONDS WEST, ALONG THE EAST LINE OF SAID 48.607 ACRE TRACT, SAME BEING THE COMMON MOST NORTHERLY WEST LINE OF SAID 813.753 ACRE TRACT, A DISTANCE OF 1,727.48 FEET TO A 60D NAIL FOR THE MOST NORTHERLY NORTHWEST CORNER OF SAID 813.753 ACRE TRACT; SAID CORNER BEING AT THE APPROXIMATE INTERSECTION OF SAID COUNTY ROAD 135 AND COUNTY ROAD 185 (ALSO KNOWN AS RIVER BLUFF LANE);

THENCE, NORTH 87 DEGREES 31 MINUTES 07 SECONDS EAST, DEPARTING THE EAST LINE OF SAID 48.607, AND ALONG THE MOST NORTHERLY NORTH LINE OF SAID 813.753 ACRE TRACT, SAME BEING GENERALLY ALONG SAID COUNTY ROAD 135, A DISTANCE OF 2,111.06 FEET TO A 1/2-INCH ROD FOR THE MOST NORTHERLY NORTHEAST CORNER OF SAID 813.753 ACRE TRACT, SAID CORNER BEING AT THE APPROXIMATE INTERSECTION OF SAID COUNTY ROAD 135 AND COUNTY ROAD 133;

THENCE, SOUTH 00 DEGREES 31 MINUTES 09 SECONDS EAST, ALONG THE MOST NORTHERLY EAST LINE OF SAID 813.753 ACRE TRACT, SAME BEING GENERALLY ALONG SAID COUNTY ROAD 133, A DISTANCE OF 1,548.33 FEET TO A 60D NAIL FOR THE NORTHWEST CORNER OF SAID 82.092 ACRE TRACT;

THENCE, NORTH 88 DEGREES 08 MINUTES 17 SECONDS EAST, DEPARTING SAID EAST LINE, AND ALONG THE NORTH LINE OF SAID 82.092 ACRE TRACT, A DISTANCE OF 2,251.17 FEET TO A 1/2-INCH IRON ROD WITH CAP FOR THE NORTHEAST CORNER OF SAID 82.092 ACRE TRACT;

THENCE, SOUTH 00 DEGREES 30 MINUTES 37 SECONDS EAST, ALONG THE EAST LINE OF SAID 82.092 ACRE TRACT, A DISTANCE OF 1,584.17 FEET TO A 1/2-INCH IRON ROD FOR THE SOUTHEAST CORNER OF SAID 82.092 ACRE TRACT;

THENCE, SOUTH 87 DEGREES 54 MINUTES 12 SECONDS WEST, ALONG THE SOUTH LINE OF SAID 82.092 ACRE TRACT, A DISTANCE OF 1,911.28 FEET TO A 1/2-INCH IRON ROD WITH CAP FOR CORNER ON SAID SOUTH LINE, SAID CORNER BEING THE MOST EASTERLY NORTHEAST CORNER OF SAID 813.753 ACRE TRACT, AND SAID CORNER BEING AT A BEND IN SAID COUNTY ROAD 133;

THENCE, SOUTH 00 DEGREES 15 MINUTES 06 SECONDS EAST, DEPARTING SAID SOUTH LINE, AND ALONG THE MOST SOUTHERLY EAST LINE OF SAID 813.753 ACRE TRACT, SAME BEING GENERALLY ALONG SAID COUNTY ROAD 133, A DISTANCE OF 2,909.18 FEET TO A 1/2-INCH IRON ROD FOR CORNER;

THENCE, SOUTH 00 DEGREES 16 MINUTES 38 SECONDS EAST, CONTINUING ALONG SAID EAST LANE, AND GENERALLY ALONG SAID COUNTY ROAD 133, A DISTANCE OF 1,712.90 FEET TO A 1/2-INCH IRON ROD FOR THE SOUTHEAST CORNER OF SAID 813.753 ACRE TRACT, SAID CORNER BEING AT A BEND IN SAID COUNTY ROAD;

THENCE, SOUTH 89 DEGREES 52 MINUTES 41 SECONDS WEST, ALONG THE MOST SOUTHERLY SOUTH LINE OF SAID 813.753 ACRE TRACT, SAME BEING GENERALLY ALONG SAID COUNTY ROAD 133, A DISTANCE OF 345.47 FEET TO A 1/2-INCH IRON ROD

WITH CAP FOR THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID 813.753 ACRE TRACT, SAID CORNER BEING NEAR A BEND IN SAID COUNTY ROAD 133, AND SAID CORNER BEING ON THE MOST EASTERLY EAST LINE OF SAID 733.184 ACRE TRACT;

THENCE, SOUTH 01 DEGREES 02 MINUTES 17 SECONDS EAST, ALONG THE EAST LINE OF SAID 733.184 ACRE TRACT, A DISTANCE OF 2,534.99 FEET TO A 1/2-INCH IRON ROD WITH CAP FOR THE MOST EASTERLY SOUTHEAST CORNER OF SAID 733.184 ACRE TRACT;

THENCE, SOUTH 88 DEGREES 37 MINUTES 59 SECONDS WEST, ALONG THE MOST EASTERLY SOUTH LINE OF SAID 733.184 ACRE TRACT, A DISTANCE OF 282.37 FEET TO A 1/2-INCH IRON ROD FOR A REENTRANT CORNER OF SAID 733.184 ACRE TRACT, SAID CORNER BEING NEAR A BEND IN SAID COUNTY ROAD 133;

THENCE, SOUTH 00 DEGREES 50 MINUTES 03 SECONDS EAST, ALONG AN EAST LINE OF SAID 733.184 ACRE TRACT, SAME BEING GENERALLY ALONG SAID COUNTY ROAD 133, A DISTANCE OF 1,305.95 FEET TO A 1/2-INCH IRON ROD FOR CORNER ON SAID EAST LINE;

THENCE, SOUTH 00 DEGREES 41 MINUTES 13 SECONDS EAST, CONTINUING ALONG SAID EAST LINE, AND GENERALLY ALONG SAID COUNTY ROAD 133, A DISTANCE OF 169.79 FEET TO A 60D NAIL FOR A SOUTHEAST CORNER OF SAID 733.184 ACRE TRACT;

THENCE, SOUTH 89 DEGREES 18 MINUTES 47 SECONDS WEST, ALONG A SOUTH LINE OF SAID 733.184 ACRE TRACT, A DISTANCE OF 2,905.61 FEET TO A 1/2-INCH IRON ROD WITH CAP FOR A REENTRANT CORNER OF SAID 733.184 ACRE TRACT;

THENCE, SOUTH 00 DEGREES 41 MINUTES 13 SECONDS EAST, ALONG THE MOST SOUTHERLY EAST LINE OF SAID 733.184 ACRE TRACT, A DISTANCE OF 2,662.44 FEET TO A 1/2-INCH IRON ROD WITH CAP FOR THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID 733.184 ACRE TRACT;

THENCE, SOUTH 88 DEGREES 49 MINUTES 37 SECONDS WEST, ALONG THE MOST SOUTHERLY SOUTH LINE OF SAID 733.184 ACRE TRACT, A DISTANCE OF 2,271.63 FEET TO A PK NAIL FOR THE SOUTHWEST CORNER OF SAID 733.184 ACRE TRACT, SAID CORNER IN AFORESAID COUNTY ROAD 135;

THENCE, ALONG THE WEST LINE OF SAID 733.184 ACRE TRACT, AND GENERALLY ALONG SAID COUNTY ROAD 135 THE FOLLOWING COURSES AND DISTANCES:

NORTH 05 DEGREES 38 MINUTES 08 SECONDS EAST, A DISTANCE OF 553.73 FEET TO A 60D NAIL FOR CORNER;

NORTH 05 DEGREES 33 MINUTES 04 SECONDS WEST, A DISTANCE OF 128.54 FEET TO A 60D NAIL FOR CORNER;

NORTH 25 DEGREES 33 MINUTES 43 SECONDS WEST, A DISTANCE OF 130.65 FEET TO A 60D NAIL FOR CORNER;

NORTH 52 DEGREES 20 MINUTES 37 SECONDS WEST, A DISTANCE OF 403.26 FEET TO A 60D NAIL FOR CORNER, SAID CORNER BEING THE MOST EASTERLY NORTHEAST CORNER OF SAID 80.869 ACRE TRACT;

THENCE, SOUTH 01 DEGREES 23 MINUTES 53 SECONDS WEST, DEPARTING SAID WEST LINE, AND ALONG THE EAST LINE OF SAID 80.869 ACRE TRACT, A DISTANCE OF 371.92 FEET TO AN IRON ROD WITH CAP FOR THE SOUTHEAST CORNER OF SAID 80.869 ACRE TRACT;

THENCE, ALONG THE SOUTH LINE OF SAID 80.869 ACRE TRACT THE FOLLOWING COURSES AND DISTANCES:

SOUTH 78 DEGREES 16 MINUTES 54 SECONDS WEST, A DISTANCE OF 244.94 FEET TO AN IRON ROD WITH CAP FOR CORNER;

SOUTH 62 DEGREES 28 MINUTES 37 SECONDS WEST, A DISTANCE OF 257.85 FEET TO AN IRON ROD WITH CAP FOR CORNER;

SOUTH 28 DEGREES 06 MINUTES 03 SECONDS WEST, A DISTANCE OF 101.19 FEET TO AN IRON ROD WITH CAP FOR CORNER;

SOUTH 66 DEGREES 34 MINUTES 48 SECONDS WEST, A DISTANCE OF 375.19 FEET TO AN IRON ROD WITH CAP FOR THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID 80.869 ACRE TRACT, SAID CORNER BEING ON THE EAST LINE OF SAID TRACT 2, 26.229 ACRE TRACT;

THENCE, SOUTH 00 DEGREES 00 MINUTES 22 SECONDS EAST, ALONG THE EAST LINE OF SAID 26.229 ACRE TRACT, A DISTANCE OF 280.77 FEET TO A 1/2-INCH IRON ROD FOR THE SOUTHEAST OF SAID 26.229 ACRE TRACT;

THENCE, SOUTH 89 DEGREES 12 MINUTES 37 SECONDS WEST, ALONG THE SOUTH LINE OF SAID 26.229 ACRE TRACT, A DISTANCE OF 426.78 FEET TO A 1/2-INCH IRON ROD WITH CAP FOR THE SOUTHWEST CORNER OF SAID 26.229 ACRE TRACT, SAID CORNER BEING ON THE NORTHEAST RIGHT-OF-WAY LINE OF FARM-TO-MARKET ROAD 372;

THENCE, ALONG THE NORTHEAST LINE OF SAID FARM-TO-MARKET ROAD 372 THE FOLLOWING COURSES AND DISTANCES:

NORTH 31 DEGREES 02 MINUTES 34 SECONDS WEST, A DISTANCE OF 1,472.18 FEET TO A 1/2-INCH IRON ROD WITH CAP FOR CORNER;

NORTH 58 DEGREES 57 MINUTES 26 SECONDS EAST, A DISTANCE OF 25.00 FEET TO A CONCRETE MONUMENT FOR CORNER;

NORTH 31 DEGREES 02 MINUTES 34 SECONDS WEST, A DISTANCE OF 1,645.05 FEET TO AN IRON ROD WITH CAP FOR CORNER ON SAID RIGHT-OF-WAY LINE, SAID CORNER BEING THE NORTHWEST CORNER OF AFORESAID 89.869 ACRE TRACT;

THENCE, SOUTH 89 DEGREES 32 MINUTES 00 SECONDS EAST, ALONG THE NORTH LINE OF SAID 80.869 ACRE TRACT, A DISTANCE OF 1,029.38 FEET TO A METAL FENCE CORNER POST FOR CORNER ON SAID NORTH LINE;

THENCE, NORTH 89 DEGREES 12 MINUTES 17 SECONDS EAST, CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 1,520.63 FEET TO A 3/8-INCH IRON ROD FOR THE NORTHEAST CORNER OF SAID 80.869 ACRE TRACT, SAID CORNER BEING ON THE WEST LINE OF AFORESAID 733.184 ACRE TRACT, AND IN THE APPROXIMATE CENTER OF AFORESAID COUNTY ROAD 135;

THENCE, NORTH 00 DEGREES 37 MINUTES 53 SECONDS WEST, ALONG SAID WEST LINE, SAME BEING GENERALLY ALONG SAID COUNTY ROAD 135, A DISTANCE OF 2,589.57 FEET TO A 60D NAIL FOR CORNER ON SAID WEST LINE;

THENCE, NORTH 00 DEGREES 43 MINUTES 03 SECONDS WEST, CONTINUING ALONG SAID WEST LINE, AND GENERALLY ALONG SAID COUNTY ROAD 135, PASSING AT A DISTANCE OF 1,585.94 FEET A 60D NAIL FOR THE NORTHWEST CORNER OF SAID 733.184 ACRE TRACT, SAID CORNER BEING THE MOST SOUTHERLY SOUTHWEST CORNER OF AFORESAID 813.753 ACRE TRACT, AND CONTINUING ALONG THE MOST SOUTHERLY WEST LINE OF SAID 813.753 ACRE TRACT, SAME BEING GENERALLY ALONG SAID COUNTY ROAD 135, IN ALL A TOTAL DISTANCE OF 1,931.46 FEET TO A 1/2-INCH IRON ROD FOR CORNER ON SAID WEST LINE;

THENCE, NORTH 00 DEGREES 42 MINUTES 54 SECONDS WEST, CONTINUING ALONG SAID WEST LINE, SAME BEING GENERALLY ALONG SAID COUNTY ROAD 135, A DISTANCE OF 1,831.09 FEET TO A 60D NAIL FOR THE MOST WESTERLY NORTHWEST CORNER OF SAID 813.753 ACRE TRACT, SAID CORNER BEING AT THE APPROXIMATE INTERSECTION OF COUNTY ROAD 135 AND COUNTY ROAD 161;

THENCE, SOUTH 88 DEGREES 28 MINUTES 53 SECONDS EAST, DEPARTING SAID COUNTY ROAD 135, AND ALONG THE MOST WESTERLY NORTH LINE OF SAID 813.753 ACRE TRACT, A DISTANCE OF 1,151.76 FEET TO A 1/2-INCH IRON ROD WITH CAP FOR A REENTRANT CORNER OF SAID 813.753 ACRE TRACT;

THENCE, NORTH 00 DEGREES 47 MINUTES 01 SECONDS WEST, ALONG A WEST LINE OF SAID 813.753 ACRE TRACT, A DISTANCE OF 1,400.00 FEET TO A 1/2-INCH IRON ROD WITH CAP FOR A REENTRANT CORNER OF SAID 813.753 ACRE TRACT;

THENCE, NORTH 88 DEGREES 28 MINUTES 53 SECONDS WEST, ALONG A SOUTH LINE OF SAID 813.753 ACRE TRACT, A DISTANCE OF 393.80 FEET TO A POINT ON THE WEST BANK OF AFORESAID PECAN CREEK;

THENCE, MEANDERING ALONG THE WEST BANK OF SAID PECAN CREEK THE FOLLOWING COURSES AND DISTANCES:

NORTH 33 DEGREES 26 MINUTES 02 SECONDS EAST, A DISTANCE OF 14.68 FEET TO A POINT FOR CORNER;

NORTH 35 DEGREES 41 MINUTES 26 SECONDS WEST, A DISTANCE OF 46.40 FEET TO A POINT FOR CORNER;

NORTH 19 DEGREES 47 MINUTES 54 SECONDS WEST, A DISTANCE OF 27.86 FEET TO A POINT FOR CORNER;

NORTH 16 DEGREES 07 MINUTES 41 SECONDS EAST, A DISTANCE OF 17.42 FEET TO A POINT FOR CORNER;

NORTH 40 DEGREES 14 MINUTES 01 SECONDS EAST, A DISTANCE OF 65.12 FEET TO A POINT FOR CORNER;

NORTH 25 DEGREES 27 MINUTES 37 SECONDS EAST, A DISTANCE OF 30.29 FEET TO A POINT FOR CORNER;

SOUTH 84 DEGREES 06 MINUTES 01 SECONDS WEST, A DISTANCE OF 39.15 FEET TO A POINT FOR CORNER;

NORTH 85 DEGREES 37 MINUTES 22 SECONDS WEST, A DISTANCE OF 26.45 FEET TO A POINT FOR CORNER IN FENCE;

NORTH 73 DEGREES 27 MINUTES 11 SECONDS WEST, A DISTANCE OF 9.44 FEET TO A POINT FOR CORNER;

NORTH 52 DEGREES 03 MINUTES 28 SECONDS WEST, A DISTANCE OF 18.62 FEET TO A POINT FOR CORNER;

NORTH 37 DEGREES 08 MINUTES 33 SECONDS WEST, A DISTANCE OF 10.04 FEET TO A X-TIE FOUND FOR CORNER;

NORTH 08 DEGREES 05 MINUTES 34 SECONDS EAST, A DISTANCE OF 51.56 FEET TO A PECAN TREE FOR CORNER;

NORTH 22 DEGREES 41 MINUTES 14 SECONDS EAST, A DISTANCE OF 131.06 FEET TO A POINT FOR CORNER IN FENCE;

NORTH 63 DEGREES 23 MINUTES 06 SECONDS EAST, A DISTANCE OF 25.92 FEET TO A POINT FOR CORNER;

SOUTH 86 DEGREES 27 MINUTES 41 SECONDS EAST, A DISTANCE OF 23.94 FEET TO A POINT FOR CORNER;

NORTH 54 DEGREES 29 MINUTES 56 SECONDS EAST, A DISTANCE OF 11.66 FEET TO A POINT FOR CORNER;

NORTH 29 DEGREES 56 MINUTES 19 SECONDS WEST, A DISTANCE OF 18.63 FEET TO A POINT FOR CORNER;

NORTH 52 DEGREES 03 MINUTES 25 SECONDS WEST, A DISTANCE OF 21.48 FEET TO A POINT FOR CORNER;

NORTH 36 DEGREES 37 MINUTES 46 SECONDS WEST, A DISTANCE OF 14.18 FEET TO A TO A 10-INCH TREE;

NORTH 05 DEGREES 58 MINUTES 49 SECONDS WEST, A DISTANCE OF 28.34 FEET TO A POINT FOR CORNER;

NORTH 01 DEGREES 03 MINUTES 45 SECONDS WEST, A DISTANCE OF 26.52 FEET TO A POINT FOR CORNER IN FENCE;

NORTH 18 DEGREES 40 MINUTES 14 SECONDS EAST, A DISTANCE OF 24.09 FEET TO A POINT FOR CORNER;

NORTH 59 DEGREES 17 MINUTES 51 SECONDS EAST, A DISTANCE OF 19.10 FEET TO A POINT FOR CORNER;

NORTH 83 DEGREES 59 MINUTES 51 SECONDS EAST, A DISTANCE OF 14.13 FEET TO A POINT FOR CORNER;

SOUTH 68 DEGREES 23 MINUTES 03 SECONDS EAST, A DISTANCE OF 15.96 FEET TO A POINT FOR CORNER;

SOUTH 37 DEGREES 24 MINUTES 05 SECONDS EAST, A DISTANCE OF 24.71 FEET TO A POINT FOR CORNER;

SOUTH 87 DEGREES 45 MINUTES 49 SECONDS EAST, A DISTANCE OF 20.65 FEET TO A POINT FOR CORNER;

NORTH 12 DEGREES 40 MINUTES 29 SECONDS WEST, A DISTANCE OF 33.11 FEET TO A POINT FOR CORNER;

NORTH 11 DEGREES 47 MINUTES 07 SECONDS EAST, A DISTANCE OF 33.17 FEET TO A POINT FOR CORNER IN FENCE;

NORTH 61 DEGREES 08 MINUTES 34 SECONDS EAST, A DISTANCE OF 32.01 FEET TO A POINT FOR CORNER;

NORTH 78 DEGREES 15 MINUTES 43 SECONDS EAST, A DISTANCE OF 17.17 FEET TO A POINT FOR CORNER;

NORTH 08 DEGREES 46 MINUTES 29 SECONDS WEST, A DISTANCE OF 23.25 FEET TO A POINT FOR CORNER;

NORTH 39 DEGREES 24 MINUTES 30 SECONDS WEST, A DISTANCE OF 23.36 FEET TO A POINT FOR CORNER;

NORTH 38 DEGREES 28 MINUTES 25 SECONDS WEST, A DISTANCE OF 31.23 FEET TO A POINT FOR CORNER;

NORTH 11 DEGREES 44 MINUTES 18 SECONDS WEST, A DISTANCE OF 37.05 FEET TO A POINT FOR CORNER;

NORTH 31 DEGREES 52 MINUTES 54 SECONDS EAST, A DISTANCE OF 42.25 FEET TO A POINT FOR CORNER;

NORTH 42 DEGREES 41 MINUTES 20 SECONDS EAST, A DISTANCE OF 42.61 FEET TO A POINT FOR CORNER;

NORTH 30 DEGREES 22 MINUTES 06 SECONDS WEST, A DISTANCE OF 48.99 FEET TO A POINT FOR CORNER IN FENCE;

NORTH 42 DEGREES 28 MINUTES 37 SECONDS WEST, A DISTANCE OF 11.65 FEET TO A POINT FOR CORNER;

NORTH 04 DEGREES 06 MINUTES 08 SECONDS EAST, A DISTANCE OF 35.39 FEET TO A POINT FOR CORNER;

NORTH 57 DEGREES 36 MINUTES 01 SECONDS EAST, A DISTANCE OF 3.92 FEET TO A POINT FOR CORNER IN FENCE;

NORTH 57 DEGREES 33 MINUTES 24 SECONDS EAST, A DISTANCE OF 41.16 FEET TO A POINT FOR CORNER;

SOUTH 50 DEGREES 40 MINUTES 01 SECONDS EAST, A DISTANCE OF 9.25 FEET TO A POINT FOR CORNER;

NORTH 83 DEGREES 06 MINUTES 14 SECONDS EAST, A DISTANCE OF 34.91 FEET TO A POINT FOR CORNER;

NORTH 20 DEGREES 30 MINUTES 18 SECONDS WEST, A DISTANCE OF 14.84 FEET TO A POINT FOR CORNER;

NORTH 46 DEGREES 25 MINUTES 13 SECONDS WEST, A DISTANCE OF 21.69 FEET TO A POINT FOR CORNER;

NORTH 06 DEGREES 33 MINUTES 02 SECONDS WEST, A DISTANCE OF 26.20 FEET TO A POINT FOR CORNER;

NORTH 03 DEGREES 37 MINUTES 52 SECONDS EAST, A DISTANCE OF 30.37 FEET TO A POINT FOR CORNER;

NORTH 21 DEGREES 38 MINUTES 37 SECONDS EAST, A DISTANCE OF 86.09 FEET TO A POINT FOR CORNER;

NORTH 68 DEGREES 34 MINUTES 10 SECONDS EAST, A DISTANCE OF 20.81 FEET TO A POINT FOR CORNER;

SOUTH 89 DEGREES 32 MINUTES 09 SECONDS EAST, A DISTANCE OF 59.76 FEET TO A POINT FOR CORNER;

SOUTH 27 DEGREES 06 MINUTES 35 SECONDS EAST, A DISTANCE OF 48.79 FEET TO A POINT FOR CORNER;

SOUTH 03 DEGREES 00 MINUTES 20 SECONDS EAST, A DISTANCE OF 99.72 FEET TO A POINT FOR CORNER;

SOUTH 83 DEGREES 08 MINUTES 04 SECONDS EAST, A DISTANCE OF 37.30 FEET TO A POINT FOR CORNER;

NORTH 57 DEGREES 35 MINUTES 41 SECONDS EAST, A DISTANCE OF 41.39 FEET TO A POINT FOR CORNER;

NORTH 75 DEGREES 34 MINUTES 56 SECONDS EAST, A DISTANCE OF 56.74 FEET TO A POINT FOR CORNER;

NORTH 47 DEGREES 39 MINUTES 07 SECONDS EAST, A DISTANCE OF 58.59 FEET TO A POINT FOR CORNER IN FENCE;

NORTH 12 DEGREES 59 MINUTES 03 SECONDS EAST, A DISTANCE OF 13.47 FEET TO A POINT FOR CORNER;

NORTH 73 DEGREES 48 MINUTES 29 SECONDS EAST, A DISTANCE OF 23.99 FEET TO A POINT FOR CORNER;

NORTH 86 DEGREES 17 MINUTES 13 SECONDS EAST, A DISTANCE OF 20.97 FEET TO A POINT FOR CORNER IN FENCE;

NORTH 80 DEGREES 40 MINUTES 13 SECONDS EAST, A DISTANCE OF 30.83 FEET TO A POINT FOR CORNER IN FENCE;

SOUTH 29 DEGREES 19 MINUTES 16 SECONDS EAST, A DISTANCE OF 13.66 FEET TO A POINT FOR CORNER;

SOUTH 70 DEGREES 58 MINUTES 26 SECONDS EAST, A DISTANCE OF 42.45 FEET TO A POINT FOR CORNER;

NORTH 20 DEGREES 54 MINUTES 17 SECONDS EAST, A DISTANCE OF 25.33 FEET TO A WOOD FENCE POST FOR CORNER;

NORTH 65 DEGREES 28 MINUTES 27 SECONDS EAST, A DISTANCE OF 19.15 FEET TO A POINT FOR CORNER;

NORTH 05 DEGREES 53 MINUTES 39 SECONDS WEST, A DISTANCE OF 25.51 FEET TO A POINT FOR CORNER;

NORTH 59 DEGREES 00 MINUTES 09 SECONDS WEST, A DISTANCE OF 32.51 FEET TO A POINT FOR CORNER;

NORTH 01 DEGREES 08 MINUTES 46 SECONDS WEST, A DISTANCE OF 50.84 FEET TO A POINT FOR CORNER;

NORTH 44 DEGREES 43 MINUTES 45 SECONDS EAST, A DISTANCE OF 43.32 FEET TO A POINT FOR CORNER;

NORTH 55 DEGREES 08 MINUTES 45 SECONDS EAST, A DISTANCE OF 51.73 FEET TO A POINT FOR CORNER;

NORTH 65 DEGREES 05 MINUTES 38 SECONDS EAST, A DISTANCE OF 29.98 FEET TO A POINT FOR CORNER;

SOUTH 81 DEGREES 24 MINUTES 22 SECONDS EAST, A DISTANCE OF 12.83 FEET TO A POINT FOR CORNER IN FENCE;

SOUTH 74 DEGREES 35 MINUTES 38 SECONDS EAST, A DISTANCE OF 36.13 FEET TO A POINT FOR CORNER;

SOUTH 50 DEGREES 09 MINUTES 55 SECONDS EAST, A DISTANCE OF 14.36 FEET TO A POINT FOR CORNER;

NORTH 06 DEGREES 16 MINUTES 59 SECONDS EAST, A DISTANCE OF 29.03 FEET TO A POINT FOR CORNER;

NORTH 48 DEGREES 47 MINUTES 17 SECONDS WEST, A DISTANCE OF 53.14 FEET TO A POINT FOR CORNER;

NORTH 43 DEGREES 49 MINUTES 56 SECONDS WEST, A DISTANCE OF 155.52 FEET TO A POINT FOR CORNER;

NORTH 01 DEGREES 45 MINUTES 19 SECONDS WEST, A DISTANCE OF 70.53 FEET TO A POINT FOR CORNER;

NORTH 56 DEGREES 59 MINUTES 46 SECONDS EAST, A DISTANCE OF 85.65 FEET TO A POINT FOR CORNER;

NORTH 63 DEGREES 00 MINUTES 42 SECONDS EAST, A DISTANCE OF 114.25 FEET TO A POINT FOR CORNER;

NORTH 83 DEGREES 38 MINUTES 14 SECONDS EAST, A DISTANCE OF 55.46 FEET TO A POINT FOR CORNER;

NORTH 34 DEGREES 34 MINUTES 53 SECONDS EAST, A DISTANCE OF 21.46 FEET TO A POINT FOR CORNER;

NORTH 04 DEGREES 54 MINUTES 56 SECONDS WEST, A DISTANCE OF 33.36 FEET TO A POINT FOR CORNER;

NORTH 57 DEGREES 53 MINUTES 50 SECONDS EAST, A DISTANCE OF 44.82 FEET TO A POINT FOR CORNER;

SOUTH 84 DEGREES 23 MINUTES 51 SECONDS EAST, A DISTANCE OF 48.40 FEET TO A POINT FOR CORNER;

SOUTH 51 DEGREES 11 MINUTES 25 SECONDS EAST, A DISTANCE OF 67.02 FEET TO A POINT FOR CORNER;

SOUTH 44 DEGREES 51 MINUTES 17 SECONDS EAST, A DISTANCE OF 36.44 FEET TO A POINT FOR CORNER IN FENCE;

NORTH 75 DEGREES 10 MINUTES 20 SECONDS EAST, A DISTANCE OF 90.42 FEET TO A POINT FOR CORNER IN FENCE;

SOUTH 73 DEGREES 39 MINUTES 13 SECONDS EAST, A DISTANCE OF 63.25 FEET TO A POINT FOR CORNER;

NORTH 44 DEGREES 45 MINUTES 09 SECONDS EAST, A DISTANCE OF 20.74 FEET TO A POINT FOR CORNER;

NORTH 00 DEGREES 39 MINUTES 50 SECONDS EAST, A DISTANCE OF 33.37 FEET TO A POINT FOR CORNER;

NORTH 00 DEGREES 36 MINUTES 16 SECONDS EAST, A DISTANCE OF 15.20 FEET TO A POINT FOR CORNER IN FENCE;

NORTH 37 DEGREES 39 MINUTES 21 SECONDS EAST, A DISTANCE OF 26.12 FEET TO A POINT FOR CORNER IN FENCE;

NORTH 32 DEGREES 26 MINUTES 02 SECONDS EAST, A DISTANCE OF 26.72 FEET TO A POINT FOR CORNER;

SOUTH 81 DEGREES 23 MINUTES 45 SECONDS EAST, A DISTANCE OF 44.28 FEET TO A POINT FOR CORNER;

SOUTH 25 DEGREES 45 MINUTES 46 SECONDS EAST, A DISTANCE OF 54.43 FEET TO A POINT FOR CORNER;

NORTH 69 DEGREES 18 MINUTES 15 SECONDS EAST, A DISTANCE OF 41.64 FEET TO A POINT FOR CORNER IN FENCE;

NORTH 78 DEGREES 21 MINUTES 31 SECONDS EAST, A DISTANCE OF 27.67 FEET TO A POINT FOR CORNER IN FENCE;

NORTH 45 DEGREES 23 MINUTES 34 SECONDS EAST, A DISTANCE OF 20.59 FEET TO A POINT FOR CORNER;

NORTH 58 DEGREES 08 MINUTES 51 SECONDS EAST, A DISTANCE OF 60.10 FEET TO A POINT FOR CORNER;

NORTH 61 DEGREES 59 MINUTES 57 SECONDS EAST, A DISTANCE OF 39.38 FEET TO A POINT FOR CORNER;

NORTH 21 DEGREES 01 MINUTES 11 SECONDS EAST, A DISTANCE OF 26.46 FEET TO A POINT FOR CORNER;

NORTH 44 DEGREES 04 MINUTES 52 SECONDS EAST, A DISTANCE OF 33.50 FEET TO A POINT FOR CORNER IN FENCE;

SOUTH 67 DEGREES 45 MINUTES 12 SECONDS EAST, A DISTANCE OF 57.91 FEET TO A POINT FOR CORNER;

NORTH 67 DEGREES 09 MINUTES 26 SECONDS EAST, A DISTANCE OF 66.59 FEET TO A POINT FOR CORNER;

NORTH 76 DEGREES 48 MINUTES 08 SECONDS EAST, A DISTANCE OF 225.75 FEET TO A POINT FOR CORNER IN FENCE;

NORTH 52 DEGREES 21 MINUTES 22 SECONDS EAST, A DISTANCE OF 54.09 FEET TO A POINT FOR CORNER IN FENCE;

SOUTH 57 DEGREES 13 MINUTES 16 SECONDS EAST, A DISTANCE OF 42.99 FEET TO A POINT FOR CORNER;

NORTH 55 DEGREES 45 MINUTES 08 SECONDS EAST, A DISTANCE OF 146.63 FEET TO A POINT FOR CORNER IN FENCE;

NORTH 68 DEGREES 02 MINUTES 45 SECONDS EAST, A DISTANCE OF 23.78 FEET TO A POINT FOR CORNER;

THENCE, NORTH 02 DEGREES 06 MINUTES 15 SECONDS WEST, DEPARTING THE WEST BANK OF SAID PECAN CREEK, AND ALONG THE MOST SOUTHERLY WEST LINE OF SAID 270.81 ACRE TRACT, A DISTANCE OF 317.03 FEET TO A STEEL PIN FOR CORNER;

THENCE, SOUTH 89 DEGREES 10 MINUTES 46 SECONDS WEST, ALONG THE MOST EASTERLY SOUTH LINE OF SAID 270.81 ACRE TRACT, A DISTANCE OF 2,339.53 FEET TO A STEEL PIN FOR CORNER, SAID CORNER BEING IN AFORESAID COUNTY ROAD 135;

THENCE, NORTH 56 DEGREES 34 MINUTES 30 SECONDS EAST, OVER AND ACROSS SAID 270.81 ACRE TRACT, SAME BEING THE MOST NORTHERLY EAST LINE OF A SAVE AND EXCEPT TRACT, A CALLED 92.71 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED TO MESA REAL ESTATE PARTNERS, LP AS RECORDED IN VOLUME 2388, PAGE 113 OF THE DEED RECORDS, COOKE COUNTY, TEXAS, A DISTANCE OF 80.81 FEET TO A STEEL PIN AT THE APPROXIMATE INTERSECTION OF SAID COUNTY ROAD 135 AND AFORESAID SACRA'S FERRY ROAD;

THENCE, NORTH 13 DEGREES 22 MINUTES 18 SECONDS EAST, ALONG SAID EAST LINE, AND GENERALLY ALONG SAID SACRA'S FERRY ROAD, A DISTANCE OF 954.77 FEET TO A STEEL PIN FOR THE NORTHEAST CORNER OF SAID 92.71 ACRE TRACT, SAID CORNER BEING A REENTRANT CORNER OF SAID 270.81 ACRE TRACT, AND SAID CORNER BEING IN SAID SACRA'S FERRY ROAD;

THENCE, SOUTH 88 DEGREES 32 MINUTES 55 SECONDS WEST, ALONG THE MOST WESTERLY NORTH LINE OF SAID 270.81 ACRE TRACT, SAME BEING THE COMMON NORTH LINE OF SAID 92.71 ACRE TRACT, A DISTANCE OF 2,294.19 FEET TO A FENCE CORNER;

THENCE, SOUTH 00 DEGREES 11 MINUTES 20 SECONDS WEST, ALONG THE MOST WESTERLY WEST LINE OF SAID 270.81 ACRE TRACT, SAME BEING THE COMMON WEST LINE OF SAID 92.71 ACRE TRACT, A DISTANCE OF 2,187.96 FEET TO A FENCE CORNER;

THENCE, NORTH 89 DEGREES 46 MINUTES 13 SECONDS EAST, ALONG THE MOST EASTERLY NORTH LINE OF SAID 157.47 ACRE TRACT, A DISTANCE OF 58.33 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 00 DEGREES 27 MINUTES 03 SECONDS WEST, ALONG THE MOST EASTERLY SOUTH LINE OF SAID 157.47 ACRE TRACT, A DISTANCE OF 2,218.98 FEET TO A 60D NAIL WITH WASHER STAMPED "CLSC 4577" FOR THE SOUTHEAST CORNER OF SAID 157.47 ACRE TRACT, SAID CORNER BEING IN COUNTY ROAD 181;

THENCE, GENERALLY ALONG SAID COUNTY ROAD 181 THE FOLLOWING COURSES AND DISTANCES:

SOUTH 89 DEGREES 43 MINUTES 05 SECONDS WEST, A DISTANCE OF 814.97 FEET TO A POINT FOR CORNER;

NORTH 89 DEGREES 32 MINUTES 05 SECONDS WEST, A DISTANCE OF 1,343.23 FEET TO A POINT FOR CORNER;

NORTH 78 DEGREES 13 MINUTES 56 SECONDS WEST, A DISTANCE OF 234.37 FEET TO A POINT FOR CORNER;

NORTH 66 DEGREES 00 MINUTES 03 SECONDS WEST, A DISTANCE OF 198.85 FEET TO A STAKE FOR THE SOUTHEAST CORNER OF SAID 16.41 ACRE TRACT;

THENCE, GENERALLY ALONG COUNTY ROAD 137 THE FOLLOWING COURSES AND DISTANCES:

NORTH 53 DEGREES 49 MINUTES 47 SECONDS WEST, A DISTANCE OF 199.17 FEET TO A POINT FOR CORNER;

NORTH 48 DEGREES 49 MINUTES 56 SECONDS WEST, A DISTANCE OF 152.69 FEET TO A POINT FOR CORNER;

NORTH 41 DEGREES 05 MINUTES 53 SECONDS WEST, A DISTANCE OF 1,229.53 FEET TO A POINT FOR CORNER;

NORTH 40 DEGREES 39 MINUTES 43 SECONDS WEST, A DISTANCE OF 137.61 FEET TO A POINT FOR CORNER;

NORTH 36 DEGREES 08 MINUTES 28 SECONDS WEST, A DISTANCE OF 233.25 FEET TO A POINT FOR CORNER;

NORTH 04 DEGREES 50 MINUTES 20 SECONDS WEST, A DISTANCE OF 179.75 FEET TO A POINT FOR CORNER;

NORTH 00 DEGREES 24 MINUTES 36 SECONDS WEST, A DISTANCE OF 12.34 FEET TO AN IRON ROD WITH CAP FOR THE SOUTHEAST CORNER OF SAID 247.572 ACRE TRACT, SAID CORNER BEING AT THE APPROXIMATE INTERSECTION OF SAID COUNTY ROAD 137 AND FARM-TO-MARKET ROAD 1202;

THENCE, SOUTH 89 DEGREES 19 MINUTES 32 SECONDS WEST, ALONG THE MOST SOUTHERLY SOUTH LINE OF SAID 247.572 ACRE TRACT, AND GENERALLY ALONG SAID FARM-TO-MARKET ROAD 1202, A DISTANCE OF 416.47 FEET TO A 60D NAIL FOR THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID 247.572 ACRE TRACT, SAID CORNER BEING IN SAID FARM-TO-MARKET ROAD 1202;

THENCE, NORTH 01 DEGREES 01 MINUTES 59 SECONDS EAST, DEPARTING SAID FARM-TO-MARKET ROAD 1202, AND ALONG THE MOST SOUTHERLY WEST LINE OF SAID 247.572 ACRE TRACT, A DISTANCE OF 368.30 FEET TO A METAL FENCE CORNER POST FOUND FOR A REENTRANT CORNER OF SAID 247.572 ACRE TRACT;

THENCE, NORTH 89 DEGREES 00 MINUTES 03 SECONDS WEST, ALONG THE MOST WESTERLY SOUTH LINE OF SAID 247.752 ACRE TRACT, A DISTANCE OF 843.54 FEET TO A METAL FENCE CORN POST FOR A REENTRANT CORNER OF SAID 247.752 ACRE TRACT;

THENCE, SOUTH 55 DEGREES 11 MINUTES 18 SECONDS WEST, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 110.57 FEET TO AN ALUMINUM ROW CAP FOR CORNER ON THE EAST RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY 35;

THENCE, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY 35 THE FOLLOWING COURSES AND DISTANCES:

NORTH 69 DEGREES 23 MINUTES 45 SECONDS WEST, A DISTANCE OF 56.69 FEET TO AN ALUMINUM ROW CAP FOR CORNER;

NORTH 24 DEGREES 55 MINUTES 32 SECONDS WEST, A DISTANCE OF 964.80 FEET TO AN ALUMINUM ROW CAP FOR CORNER;

NORTH 26 DEGREES 02 MINUTES 39 SECONDS WEST, A DISTANCE OF 1,792.48 FEET TO AN ALUMINUM ROW CAP FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 07 DEGREES 07 MINUTES 36 SECONDS, A RADIUS OF 6,818.00 FEET, AND A LONG CHORD THAT BEARS NORTH 22 DEGREES 28 MINUTES 51 SECONDS WEST, A DISTANCE OF 847.49 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 848.04 FEET TO AN ALUMINUM ROW CAP FOR CORNER;

NORTH 71 DEGREES 04 MINUTES 57 SECONDS EAST, A DISTANCE OF 14.00 FEET TO AN ALUMINUM ROW CAP FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 03 DEGREES 16

MINUTES 27 SECONDS, A RADIUS OF 6,804.00 FEET, AND A LONG CHORD THAT BEARS NORTH 17 DEGREES 16 MINUTES 50 SECONDS WEST, A DISTANCE OF 388.75 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 388.80 FEET TO AN ALUMINUM ROW CAP FOR CORNER;

SOUTH 74 DEGREES 21 MINUTES 23 SECONDS WEST, A DISTANCE OF 14.00 FEET TO AN ALUMINUM ROW CAP FOR CORNER;

NORTH 15 DEGREES 30 MINUTES 09 SECONDS WEST, A DISTANCE OF 33.60 FEET TO AN ALUMINUM ROW CAP FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 03 DEGREES 48 MINUTES 31 SECONDS, A RADIUS OF 6,820.94 FEET, AND A LONG CHORD THAT BEARS NORTH 13 DEGREES 27 MINUTES 20 SECONDS WEST, A DISTANCE OF 453.32 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 453.41 FEET TO AN ALUMINUM ROW CAP FOR CORNER;

NORTH 78 DEGREES 26 MINUTES 56 SECONDS EAST, A DISTANCE OF 18.00 FEET TO AN ALUMINUM ROW CAP FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 01 DEGREES 38 MINUTES 13 SECONDS, A RADIUS OF 6,800.00 FEET, AND A LONG CHORD THAT BEARS NORTH 10 DEGREES 43 MINUTES 57 SECONDS WEST, A DISTANCE OF 194.28 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 194.29 FEET TO AN ALUMINUM ROW CAP FOR CORNER;

SOUTH 80 DEGREES 05 MINUTES 10 SECONDS WEST, A DISTANCE OF 18.00 FEET TO AN ALUMINUM ROW CAP FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 02 DEGREES 02 MINUTES 55 SECONDS, A RADIUS OF 6,818.00 FEET, AND A LONG CHORD THAT BEARS NORTH 08 DEGREES 53 MINUTES 22 SECONDS WEST, A DISTANCE OF 243.78 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 243.79 FEET TO AN ALUMINUM ROW CAP FOR CORNER;

NORTH 04 DEGREES 01 MINUTES 11 SECONDS EAST, A DISTANCE OF 148.35 FEET TO AN ALUMINUM ROW CAP FOR CORNER;

NORTH 07 DEGREES 24 MINUTES 43 SECONDS WEST, A DISTANCE OF 97.02 FEET TO AN ALUMINUM ROW CAP FOR CORNER;

NORTH 20 DEGREES 56 MINUTES 06 SECONDS WEST, A DISTANCE OF 100.89 FEET TO AN ALUMINUM ROW CAP FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 00 DEGREES 33 MINUTES 08 SECONDS, A RADIUS OF 6,779.98 FEET, AND A LONG CHORD THAT

BEARS NORTH 04 DEGREES 43 MINUTES 39 SECONDS WEST, A DISTANCE OF 65.34 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 65.34 FEET TO AN ALUMINUM ROW CAP FOR CORNER;

NORTH 03 DEGREES 02 MINUTES 35 SECONDS WEST, A DISTANCE OF 1,198.43 FEET TO AN ALUMINUM ROW CAP FOR CORNER;

NORTH 11 DEGREES 00 MINUTES 15 SECONDS EAST, A DISTANCE OF 133.20 FEET TO AN ALUMINUM ROW CAP FOR CORNER;

NORTH 03 DEGREES 02 MINUTES 02 SECONDS WEST, A DISTANCE OF 600.00 FEET TO AN ALUMINUM ROW CAP FOR CORNER;

NORTH 01 DEGREES 23 MINUTES 39 SECONDS WEST, A DISTANCE OF 69.32 FEET TO AN ALUMINUM ROW CAP FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 07 DEGREES 37 MINUTES 24 SECONDS, A RADIUS OF 6,388.56 FEET, AND A LONG CHORD THAT BEARS NORTH 00 DEGREES 31 MINUTES 29 SECONDS EAST, A DISTANCE OF 849.38 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 850.01 FEET TO AN ALUMINUM ROW CAP FOR CORNER;

NORTH 38 DEGREES 15 MINUTES 47 SECONDS EAST, A DISTANCE OF 59.79 FEET TO AN ALUMINUM ROW CAP FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 03 DEGREES 19 MINUTES 59 SECONDS, A RADIUS OF 5,747.00 FEET, AND A LONG CHORD THAT BEARS NORTH 06 DEGREES 40 MINUTES 40 SECONDS EAST, A DISTANCE OF 334.28 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 334.33 FEET TO AN ALUMINUM ROW CAP FOR CORNER AND THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 01 DEGREES 00 MINUTES 05 SECONDS, A RADIUS OF 5,854.38 FEET, AND A LONG CHORD THAT BEARS NORTH 08 DEGREES 51 MINUTES 33 SECONDS EAST, A DISTANCE OF 102.32 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 102.32 FEET TO AN ALUMINUM ROW CAP FOR CORNER;

NORTH 05 DEGREES 39 MINUTES 04 SECONDS WEST, A DISTANCE OF 254.75 FEET TO AN ALUMINUM ROW CAP FOR CORNER;

NORTH 09 DEGREES 21 MINUTES 52 SECONDS EAST, A DISTANCE OF 1,102.93 FEET TO AN ALUMINUM ROW CAP FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 01 DEGREES 21 MINUTES 59 SECONDS, A RADIUS OF 4,032.00 FEET, AND A LONG CHORD THAT BEARS NORTH 08 DEGREES 40 MINUTES 53 SECONDS EAST, A DISTANCE OF 96.16 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 96.16 FEET TO AN ALUMINUM ROW CAP FOR CORNER;

NORTH 22 DEGREES 35 MINUTES 10 SECONDS EAST, A DISTANCE OF 17.28 FEET TO AN ALUMINUM ROW CAP FOR CORNER;

SOUTH 80 DEGREES 28 MINUTES 40 SECONDS EAST, A DISTANCE OF 1.01 FEET TO AN ALUMINUM ROW CAP FOR CORNER;

NORTH 30 DEGREES 17 MINUTES 47 SECONDS EAST, A DISTANCE OF 154.27 FEET TO AN ALUMINUM ROW CAP FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 03 DEGREES 06 MINUTES 14 SECONDS, A RADIUS OF 4,099.00 FEET, AND A LONG CHORD THAT BEARS NORTH 04 DEGREES 13 MINUTES 01 SECONDS EAST, A DISTANCE OF 222.03 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 222.06 FEET TO AN ALUMINUM ROW CAP FOR CORNER;

NORTH 22 DEGREES 02 MINUTES 28 SECONDS WEST, A DISTANCE OF 160.11 FEET TO AN ALUMINUM ROW CAP FOR CORNER;

NORTH 02 DEGREES 41 MINUTES 49 SECONDS EAST, A DISTANCE OF 549.98 FEET TO AN ALUMINUM ROW CAP FOR CORNER;

NORTH 16 DEGREES 11 MINUTES 33 SECONDS EAST, A DISTANCE OF 51.42 FEET TO AN ALUMINUM ROW CAP FOR CORNER;

NORTH 02 DEGREES 41 MINUTES 49 SECONDS EAST, A DISTANCE OF 100.00 FEET TO AN ALUMINUM ROW CAP FOR CORNER;

NORTH 10 DEGREES 47 MINUTES 56 SECONDS WEST, A DISTANCE OF 51.42 FEET TO AN ALUMINUM ROW CAP FOR CORNER;

NORTH 02 DEGREES 41 MINUTES 49 SECONDS EAST, A DISTANCE OF 30.81 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 4,560.911 ACRES OF LAND, MORE OR LESS.

“THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED”

EXHIBIT "C"
Form of SPA

**STRATEGIC PARTNERSHIP AGREEMENT BY AND BETWEEN
THE CITY OF GAINESVILLE, TEXAS AND**

_____ **MUNICIPAL UTILITY DISTRICT NO. __ OF COOKE COUNTY**

STATE OF TEXAS §
 §
COUNTY OF COOKE §

This Strategic Partnership Agreement (this "Agreement") is entered into by the City of Gainesville, Texas, a home rule city located in Cooke County, Texas (the "City"), and _____ Municipal Utility District No. __ of Cooke County, a political subdivision of the State of Texas, acting by and through its duly authorized Board of Directors (the "District"), under the authority of Section 43.0751 of the Texas Local Government Code (the "Local Government Code").

RECITALS

WHEREAS, Local Government Code Section 43.0751 (the "Act") authorizes the City and the District to negotiate and enter into a strategic partnership agreement by mutual consent; and

WHEREAS, the District encompasses approximately _____ acres, all of which is or will be located within the City's extraterritorial jurisdiction, described by metes and bounds and depicted on Exhibit "A" (the "Property"); and

WHEREAS, this Agreement authorizes the City to annex certain portions of the Property that have been or may in the future be designated for commercial use for limited purposes for the purpose of collecting Sales and Use Tax Revenues (hereinafter defined) within such tracts designated for Commercial Use and to annex all of the Property for full purposes upon the terms contained herein; and

WHEREAS, pursuant to this Agreement, the City will pay to the District an amount equal to a portion of such Sales and Use Tax Revenues (hereinafter defined), which may be used to fund the installation and construction of infrastructure and for other purposes in accordance with this Agreement; and

WHEREAS, the City and the District acknowledge that this Agreement provides benefits to each party, including revenue, services and regulatory benefits.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants and conditions contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the District agree as follows:

ARTICLE I
FINDINGS

A. The District is a municipal utility district encompassing, in part, approximately _____ acres that is or will be located within the City's extraterritorial jurisdiction.

B. The District was created by _____.

C. On _____, 202_, the City Council adopted Resolution No. _____ consenting to the creation of the District (the "Consent Resolution").

D. The District provided notice of two public hearings concerning the adoption of this Agreement following the District's notification procedures for other matters of public importance, in accordance with the procedural requirements of the Act.

E. The Board of Directors of the District conducted two public hearings regarding this Agreement, at which members of the public who wished to present testimony or evidence regarding this Agreement and the proposed limited purpose annexation were given the opportunity to do so, in accordance with the procedural requirements of the Act, on _____, 202_, at _____ p.m. at _____, and on _____, 202_, at _____ p.m. at _____.

F. The Board of Directors of the District adopted and approved this Agreement on _____, 202_, in open session at a meeting held in accordance with Chapter 551 of the Texas Government Code.

G. The City provided notice of two public hearings concerning the adoption of this Agreement by publishing said notices in a newspaper of general circulation in the City and in the District, in accordance with the procedural requirements of the Act.

H. The City Council conducted two public hearings regarding this Agreement, at which members of the public who wished to present testimony or evidence regarding this Agreement and the proposed limited purpose annexation were given the opportunity to do so, in accordance with the procedural requirements of the Act, on _____, 202_, at _____ p.m. at the City Council Chambers, and on _____, 202_, at _____ p.m. at the City Council Chambers.

I. The City Council adopted and approved this Agreement on _____, 202_, in open session at a meeting held in accordance with Chapter 551 of the Texas Government Code, which approval occurred after the Board of Directors of the District approved this Agreement.

J. All procedural requirements imposed by law for the adoption of this Agreement have been met.

K. In accordance with the requirements of Subsection (p)(2) of the Act, this Agreement provides benefits to the City and the District, including revenue, services and regulatory benefits which are reasonable and equitable with regard to the benefits provided to the other.

L. The Act authorizes the City and the District to enter into this Agreement to define the terms under which services, if any, will be provided to City and the District and under which the District will continue to exist after the Property is annexed for limited purposes pursuant to this Agreement.

M. This Agreement does not require the District to provide revenue to the City solely for the purpose of an agreement with the City to forgo annexation of the District.

N. All the terms contained in this Agreement are lawful and appropriate to provide for the provision of municipal services.

O. The City and the District negotiated this Agreement by mutual consent; the terms of the Agreement are not a result of the City's annexation plan or any arbitration between the City and District.

ARTICLE II DEFINITIONS

Terms used in this Agreement shall have the following meanings:

"Act" means the Texas Local Government Code, Section 43.0751, and any amendments thereto.

"Agreement" means this Strategic Partnership Agreement between the City and the District.

"Board of Directors" means the Board of Directors of the District.

"City" means the City of Gainesville, Texas, a home rule city of the State of Texas.

"City Administrator" means the chief administrative employee of the City, or his or her authorized designee.

"City Council" means the City Council of the City.

"City Share" means the City's share of the Sales and Use Tax Revenues as defined by Section 4.2 of this Agreement.

"Commercial Property" means those certain tracts designated for commercial, retail, office and similar uses, which said tracts are within the City's current or future ETJ.

"Comptroller" means the Comptroller of Public Accounts for the State of Texas.

"Consent Resolution" means the City's Resolution No. _____ consenting to the creation of the District.

“Development Agreement” means the Development Agreement by and between the City and Owners, effective _____, 202_, regarding development of the Property.

“District” means _____ Municipal Utility District No. ___ of Cooke County.

“District Share” means the District’s share of the Sales and Use Tax Revenues as defined by Section 4.2 of this Agreement.

“ETJ” means the extraterritorial jurisdiction of a city as defined by the Local Government Code, as amended.

“Effective Date” means the date on which the City adopts this Agreement, after it has been approved, adopted, and executed by the District.

“Government Code” means the Texas Government Code, as amended.

“Implementation Date” means the date the limited-purpose annexation ordinance is passed by City Council pursuant to Section 3.4.

“Limited Purpose Annexation Period” means the period commencing on the effective date of the limited purpose annexation of the Limited Purpose Property and ending upon the full purpose annexation or disannexation of such property.

“Limited Purpose Property” means the property in the District that is within the City’s current or future ETJ and is annexed for limited purposes pursuant to this Agreement.

“Local Government Code” means the Texas Local Government Code, as amended.

“Notice” means notice as defined in Section 8.1 of this Agreement.

“Party” means, individually, the City or the District, their successors and assigns as permitted by Section 8.8 of this Agreement.

“Property” means the approximately _____ acres located partially within the City’s extraterritorial jurisdiction, described by metes and bounds and depicted on Exhibit “A”

“Sales and Use Tax Revenues” means those revenues received by the City from the sales and use tax authorized to be imposed by the City on sales consummated at locations within the Limited Purpose Property pursuant to the Act and Chapter 321 of the Tax Code and whose use is not otherwise controlled or regulated, in whole or in part, by another governmental entity, authority or applicable law, ordinance, rule or regulation.

“Tax Code” means the Texas Tax Code, as amended.

ARTICLE III
ADOPTION OF AGREEMENT AND

LIMITED PURPOSE ANNEXATION OF COMMERCIAL PROPERTY

3.1 Public Hearings. The District and the City acknowledge and agree that prior to the execution of this Agreement, the governing bodies of the District and the City have conducted two public hearings for the purpose of considering the adoption of this Agreement and that such hearings were noticed and conducted in accordance with the terms of the Act, this Agreement and Chapter 551 of the Government Code.

3.2 Effective Date. Pursuant to Subsection (c) of the Act, this Agreement is effective on the date of adoption of this Agreement by the City.

3.3 Filing in Property Records. The District shall file this Agreement in the Real Property Records of Cooke County, Texas. This Agreement binds each owner and future owner of land included within the District's boundaries in accordance with Subsection (c) of the Act.

3.4 Limited Purpose Annexation of Commercial Property. The District and the City agree that the City may annex all or any portion of the Commercial Property for the limited purpose of collecting Sales and Use Tax Revenues within the Commercial Property pursuant to Subsection (k) of the Act. The District acknowledges that the City Council may adopt one or more limited purpose annexation ordinances at one or more meetings conducted in accordance with Chapter 551 of the Government Code and further acknowledges that no additional notices, hearings or other procedures are required by law in order to approve such limited purpose annexations. The City may annex for limited purposes any portion of the Commercial Property at any time after Owners, or any subsequent owner of the Commercial Property, submits a final plat for such property to the City.

3.5 Consent to Limited Purpose Annexation. The District, on behalf of itself and all present and future owners of land within the District, hereby requests that the City annex the Commercial Property for limited purposes as provided in this Agreement. The District expressly consents to noncontiguous limited purposes annexation by the City of the Commercial Property for limited purposes in accordance with this Agreement and Texas Local Government Code § 43.0751(r)(2). The District consents to such annexation and to the collection of Sales and Use Tax Revenues by the City within such Limited Purpose Property. Such consent shall bind the District and all current and future owners of land within the District.

ARTICLE IV TAXATION AND PROVISIONS OF SERVICES

4.1 Collection of Sales and Use Tax Revenues. The City may impose a sales and use tax within the Limited Purpose Property pursuant to Subsection (k) of the Act. The sales and use tax shall be imposed on all eligible commercial activities at the rate of two percent (2%), or other rate allowed under future amendments to Chapter 321 of the Tax Code and imposed by the City. Collection of the Sales and Use Tax Revenues shall take effect on the date described in Section 321.102 of the Tax Code.

4.2 Payment of Sales and Use Tax. In return for the benefits received by the City from the limited purpose annexation pursuant to this Agreement, the City shall pay to the District an amount equal to fifty percent (50%) of the Sales and Use Tax Revenues paid to the City as reflected in sales tax reports provided by the Comptroller to the City to be used for any lawful purpose of the District beginning with the first Sales and Use Tax Revenues received and ending upon full purpose annexation of the Limited Purpose Property. All amounts payable to the District are hereafter referred to as the "District Share." The City shall pay the District Share within thirty (30) days after the City receives the payment and the sales tax report reflecting such revenue from the Comptroller. Following the City's receipt of notification of breach pursuant to Section 7.1, any payment of the District Share not made within the thirty (30) day cure period provided by Section 7.2 shall bear interest calculated in the manner provided in Section 2251.025 of the Texas Government Code. The City shall retain all Sales and Use Tax Revenues that do not constitute the District Share (the "City Share"). The City shall deliver to the District a condensed version of each monthly area sales tax report provided by the Comptroller, complying with state law and containing only the contents of sales tax report to retail sales and retailers in the Property within thirty (30) days of the City's receipt of the sales tax report.

4.3 Notification of Comptroller. The City shall send notice of this Agreement, together with other required documentation, to the Comptroller in the manner provided by Section 321.102 of the Tax Code, within five (5) days after the City Council annexes any portion of the Limited Purpose Property for limited purposes.

4.4 Use of Sales and Use Tax Revenue. The District shall use the Sales and Use Tax Revenue provided in Section 4.2 only for purposes for which the District is lawfully authorized to use its ad valorem tax revenues or other revenues.

ARTICLE V FULL PURPOSE ANNEXATION

5.1 Full Purpose Annexation and Conversion Date. In accordance with the provisions of Section 43.0751(f)(5) of the Act, and subject to the provisions of the Development Agreement, the District consents to the full purpose annexation of the District by the City at any time on or after one hundred percent (100%) of the land in the District has been developed with water, sanitary sewer, and drainage facilities and roads (collectively, "Facilities") and the District has issued its bonds to fully reimburse the developer of such Facilities to the fullest extent allowed under the then current rules of the Texas Commission on Environmental Quality, or other regulatory entity that may in the future have jurisdiction. The City agrees not to annex the District for full municipal purposes prior to such time. At least sixty (60) days prior to the date the City intends to annex the District, the City shall provide the District with a written notice of intent to annex the District and the date planned for annexation, which date shall constitute the full purpose annexation conversion date under the Act.

5.2 Assumption of District Duties. Prior to the full purpose annexation conversion date, the District remains authorized to exercise all powers and functions of a municipal utility district provided by existing law or any amendments or additions thereto. The District's assets, liabilities, indebtedness, and obligations will remain the responsibility of the District during the

period preceding full purpose annexation and conversion. The District agrees that beginning on the Effective Date and until the full purpose annexation conversion date, the District shall maintain all of its roadway, property and utility infrastructure in good condition and repair. Upon the full purpose annexation conversion date Sections 43.075(c) and (d) of the Act shall apply and, (i) the City shall succeed to the powers, duties, assets, and obligations of the District; and (ii) the City shall take over all the property and other assets of the District, assume all the debts, liabilities, and obligations of the District, and perform all the functions of the District. The City and the District agree to fully comply with all requirements in Section 43.075 of the Texas Local Government Code.

ARTICLE VI TERM

This Agreement commences on the Effective Date and continues until the City annexes all of the Property for full purposes in accordance with the terms hereof. The provisions of this Agreement relating to the collection of sales and use tax will automatically terminate with regard to any portion of the Property upon disannexation or full purpose annexation of such property.

ARTICLE VII BREACH, NOTICE AND REMEDIES

7.1 Notification of Breach. If either Party commits an alleged breach of this Agreement, the non-breaching Party shall give Notice to the breaching Party that describes the alleged breach in reasonable detail. A Party receiving such Notice shall determine (i) whether a failure to comply with a provision has occurred; (ii) whether the failure is excusable; and (iii) whether the failure has been cured or will be cured by the purportedly breaching Party. The Parties shall make available to each other such records, documents, or other information necessary to make these determinations upon reasonable written request.

7.2 Cure of Breach. The breaching Party shall commence curing such breach within thirty (30) calendar days after receipt of Notice of the breach and shall complete the cure within thirty (30) calendar days from the date of commencement of the cure; however, if the breach is not reasonable susceptible to cure by the breaching Party within such thirty (30) day period, the non-breaching Party shall not bring any action so long as the breaching Party has commenced to cure the breach within such thirty (30) day period and diligently completes the cure within a reasonable time without unreasonable cessation. A Party providing Notice of a breach may provide for a longer period of time to cure the alleged failure within its written notice.

7.3 Remedies for Breach. If the breaching Party does not cure such material breach within the stated period of time, the non-breaching Party may, in its sole discretion, and without prejudice to any other right under this Agreement, law, or equity, seek relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, specific performance, mandamus and injunctive relief. Damages, if any, to which any non-breaching Party may be entitled shall be limited to actual damages and shall not include special or consequential damages.

7.4 Material Breach of Agreement. It is the intention of the Parties to this Agreement that the City and the District be regulated in accordance with its terms. A material breach of this Agreement by the District includes, without limitation, a failure of the District to act in good faith in the annexation of the Commercial Property by the City for limited purposes as authorized by this Agreement. If a Party to this Agreement believes that another Party has, by act or omission, committed a material breach of this Agreement, the provisions of this Article shall govern the remedies for breach of this Agreement.

ARTICLE VIII
ADDITIONAL PROVISIONS

8.1 Notices. All required notices under this Agreement (“Notice”) shall be in writing and shall become effective as follows: (a) on the third (3rd) business day after being deposited with the United States mail service, postage prepaid, Certified Mail, Return Receipt Requested, addressed to the Party to be notified; (b) on the day delivered by private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the Notice is addressed); or (c) otherwise on the day actually received by the person to whom the Notice is addressed, including, but not limited to, delivery in persona and delivery by regular mail. All Notices given pursuant to this section shall be addressed as follows:

To the City: City of Gainesville
 200 S. Rusk
 Gainesville, TX 76240
 Attention: City Manager
 Email: bsullivan@coctx.org

With a copy to: **Messer, Fort & McDonald**

 ATTN: Andy Messer
 6371 Preston Rd, Suite 200
 Frisco, Texas 75034

To the District: _____ Municipal Utility District No. ____ of Cooke County
 Attn: Mindy L. Koehne
 Coats Rose, P.C.
 14755 Preston Road
 Dallas, Texas 75254

With a copy to: Mesa Real Estate Partners, LP
 P.O. Box 170
 Gainesville, TX 76240
 Attention: Kelly Smith
 Email: ksmith@b29familyholdings.com

8.2 No Waiver. Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement. No provision of this Agreement may be waived except in writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purpose for which it is given. No waiver by any Party hereto of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

8.3 Governing Law and Venue. This Agreement must be construed and enforced in accordance with the laws of the State of Texas, as they apply to contracts performed within the State of Texas and without regard to any choice of law rules or principles to the contrary. The Parties acknowledge that this Agreement is performable in Cooke County, Texas, and hereby submit to the jurisdiction of the courts of Cooke County, Texas, and agree that any such court with proper jurisdiction shall be a proper forum for the determination of any dispute arising hereunder.

8.4 Authority to Execute. The City warrants that this Agreement has been approved by the City Council in accordance with all applicable public meeting and public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been authorized to do so. The District warrants that this Agreement has been approved by the Board in accordance with all applicable public meeting and public notice requirements (including, but not limited to, notices required by the Open Meetings Act) and the individual executing this Agreement on behalf of the District has been authorized to do so.

8.5 Entire Agreement; Severability. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

8.6 Changes in State or Federal Law. If any state or federal law changes so as to make it impossible for the City or the District to perform its obligations under this Agreement, the Parties will cooperate to amend this Agreement in such a manner that is most consistent with the original intent of this Agreement and legally possible.

8.7 Additional Documents and Acts. The Parties agree that at any time after execution of this Agreement, they will, upon request of the other Party, execute and/or exchange any other documents necessary to effectuate the terms of this Agreement and perform any further acts as the other Party may reasonably request to effectuate the terms of this Agreement.

8.8 Assignability, Successors and Assigns. This Agreement shall not be assignable by any Party without the other Party's written consent. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective representatives, successors and assigns.

8.9 Amendment. This Agreement may be amended only by written agreement with approval of the governing bodies of both the City and the District.

8.10 Interpretation. The Parties acknowledge that each Party (and if it so chooses, its counsel) has reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto. Unless otherwise specified, as used in this Agreement, the term "including" means "including, without limitation" and the term "days" means calendar days, not business days. Wherever required by the context, the singular shall include the plural, and the plural shall include the singular. Each defined term herein may be used in its singular or plural form whether or not so defined. Headings in this Agreement are for the convenience of the Parties are not intended to be used in construing this document.

8.11 No Third-Party Beneficiaries. This Agreement is solely for the benefit of the City and the District. Neither the City nor the District intends by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit or enforceable rights under this Agreement or otherwise upon anyone other than the City and the District.

8.12 Governmental Powers. By execution of this Agreement, neither the City nor the District waives or surrenders any of its respective governmental powers, immunities or rights, except as specifically waived pursuant to this section. The City and the District mutually waive their governmental immunity from suit and liability only as to any action brought by a Party to pursue the remedies available under this Agreement and only to the extent necessary to pursue such remedies. Nothing in this section shall waive any claims, defenses or immunities that the City or the District has with respect to suits against the City or the District by persons or entities not a party to this Agreement. Nothing in this Agreement is intended to delegate or impair the performance by the City of its governmental functions, and the City waives any claim or defense that any provision of this Agreement is unenforceable on the grounds that it constitutes an impermissible delegation or impairment of the City's performance of its governmental functions.

8.13 Incorporation of Exhibits by Reference. All exhibits attached to this Agreement are incorporated into this Agreement by reference for the purposes set forth herein, as follows:

Exhibit A Legal Description and Map of Property

8.14 Counterpart Originals. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

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CITY OF GAINESVILLE, TEXAS

By: _____
Mayor

Date: _____

ATTEST:

By: _____
City Secretary

APPROVED AS TO FORM

By: _____
City Attorney

STATE OF TEXAS §

COUNTY OF COOKE §

This instrument was acknowledged before me, the undersigned notary, on the ____ day of _____, 202_, by _____, Mayor, and _____, City Secretary, of the City of Gainesville, Texas, on behalf of said city.

Notary Public in and for the State of Texas

_____ MUNICIPAL UTILITY
DISTRICT NO. _ OF COOKE COUNTY

By: _____
Name: _____
Title: _____
Date: _____

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me, the undersigned notary, on the ____ day of _____, 202_, by _____, _____ of the Board of Directors of _____ Municipal Utility District No. _ of Cooke County, on behalf of said district.

Notary Public in and for the State of Texas

Exhibit "A" to SPA

**LEGAL DESCRIPTION
TRACT A
2,718.240 ACRES**

BEING A 2,718.240 ACRE TRACT OF LAND SITUATED IN THE B.B.B. & C.R.R. CO SURVEY, ABSTRACT NO. 141, B.B.B. AND C.R.R. CO SURVEY, ABSTRACT NO. 156, B.B.B. AND C.R.R. CO SURVEY, ABSTRACT NO. 157, B.B.B. & C.R.R. CO SURVEY, ABSTRACT NO. 177, ALEXANDER HODGE SURVEY, ABSTRACT NO. 1388, S.B. MURRELL SURVEY, ABSTRACT NO. 1420, B.A. STANFORD SURVEY, ABSTRACT NO. 1445, W.H. DONHAM SURVEY, ABSTRACT NO. 1479, S.B. MURRELL SURVEY, ABSTRACT NO. 1491, JOHN W. CHILDERS SURVEY, ABSTRACT NO. 1511, J.N. MURRELL SURVEY, ABSTRACT NO. 1525, S.E. CLEMENT SURVEY, ABSTRACT NO. 264, J.S.H. DONHAM SURVEY, ABSTRACT NO. 1244, ALLEN ELSTON SURVEY, ABSTRACT NO. 351, C.E. FALLIS SURVEY, ABSTRACT NO. 1516, B.C. FORBES SURVEY, ABSTRACT NO. 1614, C. HART SURVEY, ABSTRACT NO. 461, V.A. HOWETH SURVEY, ABSTRACT NO. 1631, ROBERT McFALL SURVEY, ABSTRACT NO. 674, JAMES G. JONES SURVEY, ABSTRACT NO. 1206, DAVID SMITH SURVEY, ABSTRACT NO. 173, JACOB SPEARS SURVEY, ABSTRACT NO. 915, B.S. STEWART SURVEY, ABSTRACT NO. 949, THOMAS WRIGHT SURVEY, ABSTRACT NO. 1156, COOKE COUNTY, TEXAS, BEING ALL OF TRACT ONE, A CALLED 2,022.20 ACRE TRACT OF LAND AND BEING ALL OF TRACT TWO, A CALLED 133.77 ACRE TRACT OF LAND BOTH DESCRIBED IN WARRANTY DEED TO MESA REAL ESTATE PARTNERS, LP AS RECORDED IN VOLUME 2388, PAGE 103 OF THE DEED RECORDS, COOKE COUNTY, TEXAS, BEING ALL OF A CALLED 6.02 ACRE TRACT OF LAND DESCRIBED IN DEED WITHOUT WARRANTY TO MESA REAL ESTATE PARTNERS, LP AS RECORDED IN VOLUME 2409, PAGE 753 OF THE DEED RECORDS, COOKE COUNTY, TEXAS, AND BEING ALL OF A CALLED 597.31 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED TO MESA REAL ESTATE PARTNERS, LP AS RECORDED IN VOLUME 2388, PAGE 113 OF THE DEED RECORDS, COOKE COUNTY, TEXAS, LESS AND EXCEPT THE FOLLOWING TWO TRACTS: GAINESVILLE GUN & ROD CLUB, A CALLED 11.41 ACRE TRACT OF LAND AND A CALLED 29.71 ACRE TRACT OF LAND BOTH DESCRIBED IN WARRANTY DEED TO MESA REAL ESTATE PARTNERS, LP AS RECORDED IN VOLUME 2388, PAGE 103 OF THE DEED RECORDS, COOKE COUNTY, TEXAS, SAID 2,718.240 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE 4202, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), DETERMINED BY GPS OBSERVATIONS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY NORTHEAST CORNER OF SAID 2,022.20 ACRE TRACT, SAID CORNER BEING ON THE WEST LINE OF THE G.C. & S.F. RAILROAD, AND SAID CORNER BEING ON THE GRADIENT BOUNDARY ON THE SOUTH BANK OF THE RED RIVER AS SURVEYED BY NEDRA FOSTER, LSLs, FEBRUARY 2018;

THENCE, IN A SOUTHERLY DIRECTION ALONG THE EAST LINE OF SAID 2,022.20 ACRE TRACT, SAME BEING THE COMMON WEST LINE OF SAID G.C. & S.F. RAILROAD THE FOLLOWING COURSES AND DISTANCES:

SOUTH 36 DEGREES 08 MINUTES 23 SECONDS WEST, A DISTANCE OF 546.05 FEET TO AN IRON ROD FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 51 DEGREES 00 MINUTES 31 SECONDS, A RADIUS OF 1,985.08 FEET, AND A LONG CHORD THAT BEARS SOUTH 10 DEGREES 38 MINUTES 08 SECONDS WEST, A DISTANCE OF 1,709.47 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 1,767.26 FEET TO AN IRON ROD FOR CORNER;

SOUTH 14 DEGREES 52 MINUTES 08 SECONDS EAST, A DISTANCE OF 500.86 FEET TO AN IRON ROD FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 18 DEGREES 42 MINUTES 00 SECONDS, A RADIUS OF 1,835.08 FEET, AND A LONG CHORD THAT BEARS SOUTH 05 DEGREES 31 MINUTES 08 SECONDS EAST, A DISTANCE OF 596.27 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 598.92 FEET TO AN IRON ROD FOR CORNER;

SOUTH 03 DEGREES 49 MINUTES 52 SECONDS WEST, A DISTANCE OF 1,893.14 FEET TO AN IRON ROD FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 12 DEGREES 30 MINUTES 00 SECONDS, A RADIUS OF 2,939.93 FEET, AND A LONG CHORD THAT BEARS SOUTH 02 DEGREES 25 MINUTES 08 SECONDS EAST, A DISTANCE OF 640.12 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 641.39 FEET TO AN IRON ROD FOR CORNER;

SOUTH 08 DEGREES 40 MINUTES 08 SECONDS EAST, A DISTANCE OF 504.80 FEET TO AN IRON ROD FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 14 DEGREES 50 MINUTES 00 SECONDS, A RADIUS OF 2,789.93 FEET, AND A LONG CHORD THAT BEARS SOUTH 01 DEGREES 15 MINUTES 08 SECONDS EAST, A DISTANCE OF 720.27 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 722.29 FEET TO AN IRON ROD FOR CORNER;

SOUTH 06 DEGREES 09 MINUTES 52 SECONDS WEST, A DISTANCE OF 2,316.98 FEET TO AN IRON ROD FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 13 DEGREES 30 MINUTES 00 SECONDS, A RADIUS OF 2,939.93 FEET, AND A LONG CHORD THAT BEARS SOUTH 00 DEGREES 35 MINUTES 08 SECONDS EAST, A DISTANCE OF 691.10 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 692.70 FEET TO AN IRON ROD FOR CORNER;

SOUTH 07 DEGREES 20 MINUTES 08 SECONDS EAST, A DISTANCE OF 1,439.34 FEET TO A POINT FOR CORNER;

THENCE, DEPARTING SAID COMMON LINE AND OVER AND ACROSS SAID 2,022.20 ACRE TRACT AND AROUND SAID 29.71 ACRE LESS AND EXCEPT TRACT THE FOLLOWING COURSES AND DISTANCES:

SOUTH 73 DEGREES 43 MINUTES 59 SECONDS WEST, A DISTANCE OF 146.54 FEET TO A STEEL PIN IN A FOUND PILE OF STONE FOR THE NORTH CORNER OF SAID 29.71 ACRE TRACT;

SOUTH 73 DEGREES 43 MINUTES 59 SECONDS WEST, A DISTANCE OF 1,866.33 FEET TO A STEEL PIN IN A PILE OF STONE FOR THE WEST CORNER OF SAID 29.71 ACRE TRACT;

SOUTH 18 DEGREES 01 MINUTES 19 SECONDS EAST, A DISTANCE OF 773.25 FEET TO A STEEL PIN IN A PILE OF STONE FOR THE SOUTH CORNER OF SAID 29.71 ACRE TRACT;

NORTH 70 DEGREES 04 MINUTES 27 SECONDS EAST, A DISTANCE OF 1,618.13 FEET TO A STEEL PIN FOR THE MOST SOUTHERLY EAST CORNER OF SAID 29.71 ACRE TRACT;

NORTH 25 DEGREES 51 MINUTES 21 SECONDS EAST, A DISTANCE OF 313.39 FEET TO A STEEL PIN FOR THE MOST EASTERLY EAST CORNER OF SAID 29.71 ACRE TRACT;

NORTH 13 DEGREES 57 MINUTES 34 SECONDS WEST, A DISTANCE OF 437.53 FEET TO AFORESAID STEEL PIN IN A PILE OF STONE FOR SAID NORTH CORNER;

NORTH 73 DEGREES 43 MINUTES 59 SECONDS EAST, A DISTANCE OF 146.54 FEET TO AFORESAID POINT FOR CORNER ON AFORESAID COMMON EAST LINE OF SAID 2,022.20 ACRE TRACT, SAME BEING THE COMMON AFORESAID WEST LINE OF SAID G.C. & S.F. RAILROAD;

THENCE, IN A SOUTHERLY DIRECTION CONTINUING ALONG SAID COMMON LINE THE FOLLOWING COURSES AND DISTANCES:

SOUTH 07 DEGREES 20 MINUTES 08 SECONDS EAST, ALONG SAID COMMON LINE, A DISTANCE OF 403.17 FEET TO AN IRON ROD FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 14 DEGREES 10 MINUTES 00 SECONDS, A RADIUS OF 2,789.93 FEET, AND A LONG CHORD THAT BEARS SOUTH 00 DEGREES 15 MINUTES 08 SECONDS EAST, A DISTANCE OF 688.07 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 689.83 FEET TO AN IRON ROD FOR CORNER;

SOUTH 06 DEGREES 49 MINUTES 52 SECONDS WEST, ALONG SAID COMMON LINE, A DISTANCE OF 283.34 FEET TO AN IRON ROD FOR THE SOUTHEAST CORNER OF SAID 2,022.20 ACRE TRACT;

THENCE, NORTH 87 DEGREES 39 MINUTES 26 SECONDS WEST, DEPARTING THE WEST LINE OF SAID G.C. & S.F. RAILROAD, AND ALONG THE SOUTH LINE OF SAID 2,022.20 ACRE TRACT, A DISTANCE OF 5,384.51 FEET TO AN IRON ROD FOR CORNER, SAID CORNER BEING ON THE NORTHEAST LINE OF F.M. 1202 (A VARIABLE WIDTH PRESCRIPTIVE RIGHT-OF-WAY);

THENCE, ALONG THE WEST LINE OF SAID 2,022.20 ACRE TRACT AND GENERALLY ALONG SAID F.M. 1202 THE FOLLOWING COURSES AND DISTANCES:

NORTH 25 DEGREES 30 MINUTES 43 SECONDS WEST, A DISTANCE OF 80.97 FEET TO AN IRON ROD FOR CORNER;

SOUTH 64 DEGREES 22 MINUTES 17 SECONDS WEST, A DISTANCE OF 19.90 FEET TO AN IRON ROD FOUND FOR CORNER;

NORTH 00 DEGREES 06 MINUTES 46 SECONDS WEST, A DISTANCE OF 701.85 FEET TO A POINT FOR CORNER;

THENCE, DEPARTING SAID WEST LINE AND OVER AND ACROSS SAID 2,022.20 ACRE TRACT AND AROUND SAID 11.41 ACRE LESS AND EXCEPT TRACT THE FOLLOWING COURSES AND DISTANCES:

NORTH 89 DEGREES 53 MINUTES 14 SECONDS EAST, A DISTANCE OF 141.15 FEET TO A STEEL PIN FOR THE WEST CORNER OF SAID 11.41 ACRE TRACT;

SOUTH 25 DEGREES 26 MINUTES 27 SECONDS EAST, A DISTANCE OF 347.02 FEET TO A STEEL PIN FOR THE MOST SOUTHERLY SOUTH CORNER OF SAID 11.41 ACRE TRACT;

NORTH 64 DEGREES 38 MINUTES 26 SECONDS EAST, A DISTANCE OF 178.00 FEET TO A FENCE CORNER FOR A SOUTH CORNER OF SAID 11.41 ACRE TRACT;

NORTH 69 DEGREES 37 MINUTES 58 SECONDS EAST, A DISTANCE OF 673.56 FEET TO A STEEL PIN FOR THE EAST CORNER OF SAID 11.41 ACRE TRACT;

NORTH 20 DEGREES 21 MINUTES 59 SECONDS WEST, A DISTANCE OF 654.74 FEET TO A STEEL PIN FOR THE MOST NORTHERLY NORTH CORNER OF SAID 11.41 ACRE TRACT;

SOUTH 69 DEGREES 31 MINUTES 59 SECONDS WEST, A DISTANCE OF 478.58 FEET TO A STEEL PIN FOR A NORTH CORNER OF SAID 11.41 ACRE TRACT;

SOUTH 25 DEGREES 27 MINUTES 13 SECONDS WEST, A DISTANCE OF 454.63 FEET TO AN IRON ROD FOR A REENRANT CORNER OF SAID 11.41 ACRE TRACT;

SOUTH 64 DEGREES 30 MINUTES 33 SECONDS WEST, A DISTANCE OF 77.27 FEET TO AFORESAID STEEL PIN FOR WEST CORNER;

SOUTH 89 DEGREES 53 MINUTES 14 SECONDS WEST, A DISTANCE OF 141.15 FEET TO AFORESAID POINT FOR CORNER ON AFORESAID WEST LINE OF SAID 2,022.20 ACRE TRACT;

THENCE, NORTH 00 DEGREES 06 MINUTES 46 SECONDS WEST, CONTINUING ALONG AFORESAID WEST LINE AND GENERALLY ALONG AFORESAID F.M. 1202, A DISTANCE OF 1,453.11 FEET TO AN IRON ROD FOUND FOR CORNER;

THENCE, DEPARTING SAID WEST LINE AND ALONG THE SOUTHEAST LINE OF SAID 597.31 ACRE TRACT, SAME BEING THE COMMON NORTHWEST LINE OF A CALLED 49.30

ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED TO MOLLIE EATON AS RECORDED IN VOLUME 1448, PAGE 314 OF THE DEED RECORDS, COOKE COUNTY, TEXAS, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 74 DEGREES 25 MINUTES 50 SECONDS WEST, A DISTANCE OF 23.32 FEET TO A 3-INCH FENCE CORNER POST FOR CORNER;

SOUTH 68 DEGREES 03 MINUTES 59 SECONDS WEST, A DISTANCE OF 923.95 FEET TO A 3-INCH FENCE CORNER POST FOR CORNER;

SOUTH 64 DEGREES 42 MINUTES 30 SECONDS WEST, A DISTANCE OF 1,048.07 FEET TO A 3-INCH FENCE CORNER POST FOR CORNER;

THENCE, DEPARTING THE NORTHWEST LINE OF SAID 49.30 ACRE TRACT, AND IN A NORTHWESTERLY DIRECTION ALONG THE SOUTHWEST LINE OF SAID 597.31 ACRE TRACT THE FOLLOWING COURSES AND DISTANCES:

NORTH 25 DEGREES 26 MINUTES 40 SECONDS WEST, A DISTANCE OF 3,623.16 FEET TO A 3-INCH FENCE CORNER POST FOR CORNER;

SOUTH 72 DEGREES 58 MINUTES 32 SECONDS WEST, A DISTANCE OF 55.78 FEET TO A 3-INCH FENCE CORNER POST FOR CORNER;

NORTH 22 DEGREES 55 MINUTES 57 SECONDS WEST, A DISTANCE OF 290.11 FEET TO A 3-INCH FENCE CORNER POST FOR CORNER;

NORTH 62 DEGREES 14 MINUTES 34 SECONDS WEST, A DISTANCE OF 175.77 FEET TO A STEEL PIN AT A 3-INCH FENCE CORNER POST FOR CORNER;

NORTH 77 DEGREES 51 MINUTES 04 SECONDS WEST, A DISTANCE OF 1,781.76 FEET TO A 3-INCH FENCE CORNER POST FOR CORNER;

NORTH 29 DEGREES 16 MINUTES 32 SECONDS WEST, A DISTANCE OF 1,359.47 FEET TO AN 8-INCH FENCE CORNER POST IN CONCRETE FOOTING FOR CORNER;

NORTH 25 DEGREES 45 MINUTES 22 SECONDS WEST, A DISTANCE OF 703.05 FEET TO A STEEL PIN FOR CORNER;

SOUTH 80 DEGREES 56 MINUTES 20 SECONDS WEST, A DISTANCE OF 151.53 FEET TO A STEEL PIN FOR CORNER;

NORTH 09 DEGREES 03 MINUTES 41 SECONDS WEST, A DISTANCE OF 365.68 FEET TO A STEEL PIN FOR CORNER;

NORTH 10 DEGREES 04 MINUTES 00 SECONDS WEST, A DISTANCE OF 202.07 FEET TO A STEEL PIN FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 06 DEGREES 37 MINUTES 51 SECONDS, A RADIUS OF 1,949.86 FEET, AND A LONG CHORD THAT BEARS NORTH 15 DEGREES 22 MINUTES 37 SECONDS WEST, A DISTANCE OF 225.53 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 225.66 FEET TO A STEEL PIN FOR CORNER;

NORTH 20 DEGREES 41 MINUTES 14 SECONDS WEST, A DISTANCE OF 202.07 FEET TO A STEEL PIN FOR CORNER;

NORTH 21 DEGREES 41 MINUTES 32 SECONDS WEST, A DISTANCE OF 314.66 FEET TO A STEEL PIN FOUND FOR THE NORTHWEST CORNER OF SAID 597.31 ACRE TRACT;

THENCE, IN AN EASTERLY DIRECTION ALONG THE NORTH LINE OF SAID 597.31 ACRE TRACT THE FOLLOWING COURSES AND DISTANCES:

SOUTH 80 DEGREES 35 MINUTES 10 SECONDS EAST, A DISTANCE OF 1,105.47 FEET TO A STEEL PIN FOR CORNER;

SOUTH 35 DEGREES 19 MINUTES 20 SECONDS WEST, A DISTANCE OF 178.08 FEET TO A FENCE CORNER;

SOUTH 55 DEGREES 04 MINUTES 20 SECONDS EAST, A DISTANCE OF 191.12 FEET TO A FENCE CORNER;

NORTH 52 DEGREES 56 MINUTES 18 SECONDS EAST, A DISTANCE OF 334.45 FEET TO A STEEL PIN FOR CORNER;

SOUTH 80 DEGREES 35 MINUTES 09 SECONDS EAST, A DISTANCE OF 4,037.04 FEET TO A 10-INCH FENCE CORNER POST IN CONCRETE FOOTING;

NORTH 84 DEGREES 22 MINUTES 47 SECONDS EAST, A DISTANCE OF 1,510.49 FEET TO A STEEL PIN FOR CORNER ON AFORESAID WEST LINE OF SAID 2,022.20 ACRE TRACT;

THENCE, NORTH 00 DEGREES 06 MINUTES 46 SECONDS WEST, ALONG SAID WEST LINE, A DISTANCE OF 6,006.55 FEET TO A SQUARE PIPE FOR CORNER;

THENCE, NORTH 00 DEGREES 08 MINUTES 28 SECONDS WEST, CONTINUING ALONG SAID ALONG SAID WEST LINE, A DISTANCE OF 5,629.45 FEET TO A WOOD FENCE CORNER;

THENCE, SOUTH 89 DEGREES 24 MINUTES 31 SECONDS EAST, ALONG THE NORTH LINE OF SAID 2,022.20 ACRE TRACT, PASSING AT A DISTANCE OF 267.14 FEET A CAPPED IRON ROD FOR THE MOST NORTHERLY NORTHEAST CORNER OF SAID 2,022.20 ACRE TRACT, SAME BEING THE COMMON NORTHWEST CORNER OF SAID 133.77 ACRE TRACT, AND CONTINUING IN ALL A TOTAL DISTANCE OF 1,750.12 FEET TO A POINT FOR THE NORTHEAST CORNER OF SAID 133.77 ACRE TRACT, SAID CORNER BEING ON AFORESAID GRADIENT BOUNDARY ON THE SOUTH BANK OF THE RED RIVER AS SURVEYED BY NEDRA FOSTER, LSLs, FEBRUARY 2018;

THENCE, IN A SOUTHEASTERLY DIRECTION ALONG THE NORTHEAST LINE OF SAID 133.77 ACRE TRACT, SAME BEING SAID COMMON GRADIENT BOUNDARY THE FOLLOWING COURSES AND DISTANCES:

SOUTH 53 DEGREES 58 MINUTES 21 SECONDS EAST, A DISTANCE OF 91.40 FEET TO A POINT FOR CORNER;

SOUTH 45 DEGREES 17 MINUTES 03 SECONDS EAST, A DISTANCE OF 427.80 FEET TO A POINT FOR CORNER;

SOUTH 60 DEGREES 28 MINUTES 15 SECONDS EAST, A DISTANCE OF 691.87 FEET TO A POINT FOR CORNER;

SOUTH 27 DEGREES 10 MINUTES 46 SECONDS EAST, A DISTANCE OF 834.10 FEET TO A POINT FOR CORNER;

SOUTH 27 DEGREES 24 MINUTES 53 SECONDS EAST, A DISTANCE OF 784.05 FEET TO A POINT FOR CORNER;

SOUTH 42 DEGREES 03 MINUTES 52 SECONDS EAST, A DISTANCE OF 110.45 FEET TO A POINT FOR CORNER;

SOUTH 24 DEGREES 14 MINUTES 12 SECONDS EAST, A DISTANCE OF 297.20 FEET TO A POINT FOR CORNER;

SOUTH 18 DEGREES 40 MINUTES 36 SECONDS EAST, A DISTANCE OF 299.79 FEET TO A POINT FOR CORNER;

SOUTH 11 DEGREES 16 MINUTES 26 SECONDS EAST, A DISTANCE OF 312.02 FEET TO A POINT FOR CORNER;

SOUTH 00 DEGREES 25 MINUTES 20 SECONDS WEST, A DISTANCE OF 407.01 FEET TO A POINT FOR CORNER ON SAID COMMON LINE, SAID CORNER BEING A SOUTHEAST CORNER OF SAID 133.77 ACRE TRACT;

THENCE, SOUTH 66 DEGREES 22 MINUTES 14 SECONDS WEST, DEPARTING SAID COMMON LINE AND ALONG A SOUTHEAST LINE OF SAID 133.77 ACRE TRACT, A DISTANCE OF 0.32 FEET TO A POINT FOR CORNER ON SAID SOUTHEAST LINE, SAID CORNER BEING THE NORTHEAST CORNER OF SAID 6.02 ACRE TRACT;

THENCE, SOUTH 14 DEGREES 04 MINUTES 17 SECONDS EAST, DEPARTING SAID SOUTHEAST LINE AND ALONG THE NORTHEAST LINE OF SAID 6.02 ACRE TRACT, SAME BEING THE COMMON GRADIENT BOUNDARY ON THE RIGHT BANK OF THE RED RIVER, A DISTANCE OF 1,329.68 FEET TO A POINT FOR THE SOUTH CORNER OF SAID 6.02 ACRE TRACT, SAID CORNER BEING ON SAID GRADIENT BOUNDARY, AND SAID CORNER BEING ON THE AFORESAID NORTHEAST LINE OF SAID 133.77 ACRE TRACT;

THENCE, SOUTH 12 DEGREES 01 MINUTES 50 SECONDS EAST, ALONG SAID NORTHEAST LINE, A DISTANCE OF 62.37 FEET TO A POINT FOR THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID 133.77 ACRE TRACT;

THENCE, SOUTH 65 DEGREES 46 MINUTES 20 SECONDS WEST, ALONG THE MOST SOUTHERLY SOUTHEAST LINE OF SAID 133.77 ACRE TRACT, DEPARTING SAID SOUTHEAST LINE, PASSING THE SOUTH CORNER OF SAID 133.77 ACRE TRACT AT A DISTANCE OF 21.93 FEET, AND CONTINUING IN ALL A TOTAL DISTANCE OF 40.94 FEET TO A POINT FOR CORNER ON THE AFORESAID NORTHEAST LINE OF SAID 2,022.20 ACRE TRACT, SAME BEING THE COMMON AFORESAID GRADIENT BOUNDARY ON THE SOUTH BANK OF THE RED RIVER AS SURVEYED BY NEDRA FOSTER, LSLs, FEBRUARY 2018;

THENCE, IN A SOUTHEASTERLY DIRECTION ALONG SAID COMMON LINE THE FOLLOWING COURSES AND DISTANCES:

SOUTH 39 DEGREES 32 MINUTES 10 SECONDS EAST, A DISTANCE OF 80.65 FEET TO A POINT FOR CORNER;

SOUTH 36 DEGREES 08 MINUTES 07 SECONDS EAST, A DISTANCE OF 234.02 FEET TO A POINT FOR CORNER;

SOUTH 38 DEGREES 10 MINUTES 44 SECONDS EAST, A DISTANCE OF 297.68 FEET TO A POINT FOR CORNER;

SOUTH 35 DEGREES 37 MINUTES 50 SECONDS EAST, A DISTANCE OF 286.67 FEET TO A POINT FOR CORNER;

SOUTH 35 DEGREES 41 MINUTES 43 SECONDS EAST, A DISTANCE OF 253.65 FEET TO A POINT FOR CORNER;

SOUTH 34 DEGREES 19 MINUTES 49 SECONDS EAST, A DISTANCE OF 148.95 FEET TO A POINT FOR CORNER;

SOUTH 42 DEGREES 22 MINUTES 03 SECONDS EAST, A DISTANCE OF 123.17 FEET TO A POINT FOR CORNER;

SOUTH 43 DEGREES 37 MINUTES 31 SECONDS EAST, A DISTANCE OF 265.24 FEET TO A POINT FOR CORNER;

SOUTH 45 DEGREES 34 MINUTES 58 SECONDS EAST, A DISTANCE OF 208.61 FEET TO A POINT FOR CORNER;

SOUTH 47 DEGREES 46 MINUTES 27 SECONDS EAST, A DISTANCE OF 321.40 FEET TO A POINT FOR CORNER;

SOUTH 52 DEGREES 07 MINUTES 30 SECONDS EAST, A DISTANCE OF 262.24 FEET TO A POINT FOR CORNER;

SOUTH 60 DEGREES 46 MINUTES 51 SECONDS EAST, A DISTANCE OF 67.60 FEET TO A POINT FOR CORNER;

SOUTH 66 DEGREES 06 MINUTES 17 SECONDS EAST, A DISTANCE OF 172.92 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 2,718.240 ACRES OF LAND, MORE OR LESS.

“THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED”

**LEGAL DESCRIPTION
TRACT B
4,560.911 ACRES**

BEING A 4,560.911 ACRE TRACT OF LAND SITUATED IN THE B.B.B. AND C.R.R. CO SURVEY, ABSTRACT NO. 155, B.B.B. AND C.R.R. CO SURVEY, ABSTRACT NO. 175, JAMES C. BROWN SURVEY, ABSTRACT NO. 185, FRANKLIN COOK SURVEY, ABSTRACT NO. 242, JACOB CASPAN SURVEY, ABSTRACT NO. 247, JAMES C. DOBKINS SURVEY, ABSTRACT NO. 315, JACOB DOBKINS SURVEY, ABSTRACT NO. 316, JAMES FRANKLIN SURVEY, ABSTRACT NO. 370, MUND GROSS SURVEY, ABSTRACT NO. 401, WILLIAM HOLT SURVEY, ABSTRACT NO. 456, MARSHALL UNIVERSITY SURVEY, ABSTRACT NO. 616, JAMES McWILLIAMS SURVEY, ABSTRACT NO. 658, JOHN S. MENIFEE SURVEY, ABSTRACT NO. 664, JOHN S. MENIFEE SURVEY, ABSTRACT NO. 665, ALEX C. McFARLAND SURVEY, ABSTRACT NO. 677, MIRAM McCALL SURVEY, ABSTRACT NO. 703, L.B. NELSON SURVEY, ABSTRACT NO. 799, J. PURCELL SURVEY, ABSTRACT NO. 834, SARAH SMITH SURVEY, ABSTRACT NO. 913, JACOB SPEARS SURVEY, ABSTRACT NO. 915, ELIZABETH STONE SURVEY, ABSTRACT NO. 1002, D.B. TAYLOR SURVEY, ABSTRACT NO. 1068, JAMES C. BROWN SURVEY, ABSTRACT NO. 1185, WM C DAVIS SURVEY, ABSTRACT NO. 1195, C.H. McALISTER SURVEY, ABSTRACT NO. 1267, S.H. BROWN SURVEY, ABSTRACT NO. 1287, L.M. FORD SURVEY, ABSTRACT NO. 1293, D.C. HEED SURVEY, ABSTRACT NO. 1296, W W HOWETH SURVEY, ABSTRACT NO. 1375, A. HODGE SURVEY, ABSTRACT NO. 1388, B.A. STANFORD SURVEY, ABSTRACT NO. 1445, C.E. FALLIS SURVEY, ABSTRACT NO. 1515, J.N. MURRELL SURVEY, ABSTRACT NO. 1525, V.A. HOWETH SURVEY, ABSTRACT NO. 1631, B.B.B. & C.R.R. CO SURVEY, ABSTRACT NO. 1650, J.J. LANG SURVEY, ABSTRACT NO. 1655, COOKE COUNTY, TEXAS, BEING ALL OF TRACT 1 (100 ACRE TRACT), A CALLED 100.00 ACRE TRACT OF LAND AND BEING ALL OF TRACT 2 (100 ACRE TRACT), A CALLED 100.00 ACRE TRACT OF LAND BOTH BEING DESCRIBED IN WARRANTY DEED TO JOHN SCHMITZ AND SANDY SCHMITZ AS RECORDED IN VOLUME 2388, PAGE 64 OF THE DEED RECORDS, COOKE COUNTY, TEXAS, BEING ALL OF FARM NO. 1 (1960 ACRES, MORE OR LESS), A CALLED 1770.0 ACRE TRACT OF LAND, A CALLED 157.47 ACRE TRACT OF LAND, AND A CALLED 16.41 ACRE TRACT OF LAND ALL OF WHICH BEING DESCRIBED IN WARRANTY DEED TO STARK ENTERPRISES, INC. AS RECORDED IN VOLUME 520, PAGE 414 OF THE DEED RECORDS, COOKE COUNTY, TEXAS, BEING A PART OF A CALLED 270.81 ACRE TRACT OF LAND AND BEING ALL OF A CALLED 813.753 ACRE TRACT OF LAND BOTH BEING DESCRIBED IN WARRANTY DEED TO MESA REAL ESTATE PARTNERS, LP AS RECORDED IN VOLUME 2388, PAGE 113 OF THE DEED RECORDS, COOKE COUNTY, TEXAS, BEING ALL OF A CALLED 82.092 ACRE TRACT OF LAND AND BEING ALL OF A CALLED 733.184 ACRE TRACT OF LAND BOTH BEING DESCRIBED IN GENERAL WARRANTY DEED TO TIMBERCREEK REAL ESTATE PARTNERS, L.L.C. AS RECORDED IN VOLUME 1674, PAGE 173 OF THE DEED RECORDS, COOKE COUNTY, TEXAS, BEING ALL OF A CALLED 80.869 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED TO MESA REAL ESTATE PARTNERS, LP AS RECORDED IN VOLUME 2388, PAGE 89 OF THE DEED RECORDS, COOKE COUNTY, TEXAS, BEING ALL OF TRACT 2, A CALLED 26.229 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED TO MESA REAL ESTATE PARTNERS, LP AS RECORDED IN VOLUME 2388, PAGE 96 OF THE DEED RECORDS, COOKE COUNTY, TEXAS, BEING ALL OF A CALLED 247.572 ACRE TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED TO B-29 PROPERTIES, LLC AS RECORDED IN VOLUME 2526, PAGE 752 OF THE DEED RECORDS, COOKE COUNTY, TEXAS, AND BEING ALL OF A CALLED 304.453 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED TO B-29 PROPERTIES, LLC AS

RECORDED IN VOLUME 2454, PAGE 560 OF THE DEED RECORDS, COOKE COUNTY, TEXAS, SAID 4,560.911 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE 4202, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8-INCH IRON ROD WITH A 3-1/4-INCH ALUMINUM CAP STAMPED "TEXAS DEPARTMENT OF TRANSPORTATION R.O.W" (HEREAFTER REFERRED TO AS "ALUMINUM ROW CAP") FOR THE NORTHWEST CORNER OF SAID TRACT 1, 100.00 ACRE TRACT, SAID CORNER BEING THE MOST NORTHERLY NORTHEAST CORNER OF A CALLED 1.0905 ACRE TRACT OF LAND DESCRIBED IN DEED TO THE STATE OF TEXAS AS RECORDED IN VOLUME 2290, PAGE 758 OF THE DEED RECORDS, COOKE COUNTY, TEXAS, AND SAID CORNER BEING ON THE EAST RIGHT-OF-WAY LINE INTERSTATE HIGHWAY 35 (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, SOUTH 80 DEGREES 18 MINUTES 48 SECONDS EAST, DEPARTING THE EAST RIGHT-OF-WAY OF SAID INTERSTATE HIGHWAY 35, AND ALONG THE NORTH LINE OF SAID TRACT 1, 100.00 ACRE TRACT, A DISTANCE OF 3,564.17 FEET TO A FENCE CORNER POST FOUND FOR THE NORTHEAST CORNER OF SAID TRACT 1, 100.00 ACRE TRACT, SAID CORNER BEING ON THE WEST LINE OF SAID 1770.0 ACRE TRACT;

THENCE IN A NORTHERLY DIRECTION ALONG THE WEST LINE OF SAID 1770.0 ACRE TRACT, SAME BEING ALONG OLD BROWN'S FERRY ROAD (ABANDONED) THE FOLLOWING COURSES AND DISTANCES:

NORTH 07 DEGREES 34 MINUTES 28 SECONDS EAST, A DISTANCE OF 807.05 FEET TO A POINT FOR CORNER;

NORTH 01 DEGREES 06 MINUTES 51 SECONDS WEST, A DISTANCE OF 362.70 FEET TO A POINT FOR CORNER;

NORTH 37 DEGREES 37 MINUTES 26 SECONDS EAST, A DISTANCE OF 274.43 FEET TO A POINT FOR CORNER;

NORTH 10 DEGREES 02 MINUTES 40 SECONDS WEST, A DISTANCE OF 843.25 FEET TO A POINT FOR CORNER;

NORTH 25 DEGREES 44 MINUTES 59 SECONDS EAST, A DISTANCE OF 517.77 FEET TO A POINT FOR CORNER;

NORTH 44 DEGREES 51 MINUTES 25 SECONDS WEST, A DISTANCE OF 54.35 FEET TO A POINT FOR CORNER;

NORTH 49 DEGREES 20 MINUTES 55 SECONDS EAST, A DISTANCE OF 107.93 FEET TO A POINT FOR CORNER;

NORTH 28 DEGREES 05 MINUTES 40 SECONDS EAST, A DISTANCE OF 199.81 FEET TO A POINT FOR CORNER;

NORTH 41 DEGREES 52 MINUTES 37 SECONDS EAST, A DISTANCE OF 167.65 FEET TO A POINT FOR CORNER;

SOUTH 73 DEGREES 40 MINUTES 13 SECONDS EAST, A DISTANCE OF 123.04 FEET TO A POINT FOR CORNER;

NORTH 29 DEGREES 46 MINUTES 44 SECONDS EAST, A DISTANCE OF 386.85 FEET TO A POINT FOR CORNER;

NORTH 26 DEGREES 14 MINUTES 05 SECONDS EAST, A DISTANCE OF 24.76 FEET TO A POINT FOR CORNER;

NORTH 28 DEGREES 03 MINUTES 23 SECONDS EAST, A DISTANCE OF 40.93 FEET TO A POINT FOR CORNER;

NORTH 29 DEGREES 01 MINUTES 33 SECONDS EAST, A DISTANCE OF 107.91 FEET TO A POINT FOR CORNER;

NORTH 21 DEGREES 23 MINUTES 29 SECONDS WEST, A DISTANCE OF 195.06 FEET TO A 1/2-INCH STEEL SQUARE TUBING FOUND FOR THE NORTHWEST CORNER OF SAID 1770.0 ACRE TRACT, SAID CORNER BEING ON THE SOUTH BANK OF THE RED RIVER;

THENCE, IN A SOUTHEASTERLY DIRECTION ALONG THE NORTH LINE OF SAID 1770.0 ACRE TRACT, SAME BEING THE COMMON SOUTH BANK OF SAID RED RIVER THE FOLLOWING COURSES AND DISTANCES:

SOUTH 70 DEGREES 49 MINUTES 58 SECONDS EAST, A DISTANCE OF 683.31 FEET TO A POINT FOR CORNER;

SOUTH 70 DEGREES 44 MINUTES 22 SECONDS EAST, A DISTANCE OF 429.70 FEET TO A POINT FOR CORNER;

SOUTH 72 DEGREES 50 MINUTES 55 SECONDS EAST, A DISTANCE OF 631.26 FEET TO A POINT FOR CORNER;

SOUTH 72 DEGREES 31 MINUTES 26 SECONDS EAST, A DISTANCE OF 434.13 FEET TO A POINT FOR CORNER;

SOUTH 75 DEGREES 00 MINUTES 37 SECONDS EAST, A DISTANCE OF 317.05 FEET TO A POINT FOR CORNER;

SOUTH 76 DEGREES 17 MINUTES 44 SECONDS EAST, A DISTANCE OF 541.21 FEET TO A POINT FOR CORNER;

SOUTH 78 DEGREES 58 MINUTES 44 SECONDS EAST, A DISTANCE OF 520.69 FEET TO A POINT FOR CORNER;

SOUTH 82 DEGREES 42 MINUTES 56 SECONDS EAST, A DISTANCE OF 526.02 FEET TO A POINT FOR CORNER;

SOUTH 86 DEGREES 02 MINUTES 55 SECONDS EAST, A DISTANCE OF 338.31 FEET TO A POINT FOR CORNER;

SOUTH 79 DEGREES 22 MINUTES 42 SECONDS EAST, A DISTANCE OF 655.58 FEET TO A POINT FOR CORNER;

SOUTH 87 DEGREES 37 MINUTES 18 SECONDS EAST, A DISTANCE OF 131.50 FEET TO A POINT FOR THE NORTHEAST CORNER OF SAID 1770.0 ACRE TRACT;

THENCE, SOUTH 04 DEGREES 43 MINUTES 15 SECONDS WEST, PASSING AT A DISTANCE OF 17.65 FEET THE NORTHWEST CORNER OF A CALLED 448.69 ACRE TRACT DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN TO CHRISTOPHER BANCROFT AS RECORDED IN VOLUME 742, PAGE 845 OF THE DEED RECORDS, COOKE COUNTY, TEXAS, ALONG THE WEST LINE OF SAID 448.69 ACRE TRACT, ENTERING THE GENERAL CENTER OF OLD SACRA'S FERRY ROAD (ABANDONED), A DISTANCE OF 268.76 FEET TO A SPIKE FOR CORNER;

THENCE, CONTINUING IN A SOUTHERLY DIRECTION ALONG THE EAST LINE OF SAID 1770.0 ACRE TRACT, AND THE COMMON WEST LINE OF SAID 448.69 ACRE TRACT, AND ALONG THE GENERAL CENTER OF SAID OLD SACRA'S FERRY ROAD THE FOLLOWING COURSES AND DISTANCES:

SOUTH 02 DEGREES 15 MINUTES 26 SECONDS EAST, A DISTANCE OF 222.72 FEET TO A SPIKE FOR CORNER;

SOUTH 04 DEGREES 44 MINUTES 25 SECONDS EAST, A DISTANCE OF 199.34 FEET TO A SPIKE FOR CORNER;

SOUTH 07 DEGREES 32 MINUTES 46 SECONDS EAST, A DISTANCE OF 131.45 FEET TO A SPIKE FOUND FOR CORNER;

SOUTH 12 DEGREES 13 MINUTES 08 SECONDS EAST, A DISTANCE OF 240.64 FEET TO A SPIKE FOR CORNER;

SOUTH 05 DEGREES 42 MINUTES 27 SECONDS EAST, A DISTANCE OF 86.94 FEET TO A SPIKE FOR CORNER;

SOUTH 03 DEGREES 50 MINUTES 14 SECONDS EAST, A DISTANCE OF 177.24 FEET TO A SPIKE FOR CORNER;

SOUTH 04 DEGREES 18 MINUTES 01 SECONDS WEST, A DISTANCE OF 242.99 FEET TO A SPIKE FOR CORNER;

SOUTH 07 DEGREES 05 MINUTES 48 SECONDS WEST, A DISTANCE OF 84.63 FEET TO A SPIKE FOR CORNER;

SOUTH 12 DEGREES 31 MINUTES 18 SECONDS WEST, A DISTANCE OF 127.71 FEET TO A SPIKE FOR CORNER;

SOUTH 03 DEGREES 04 MINUTES 16 SECONDS WEST, A DISTANCE OF 128.91 FEET TO A SPIKE FOR CORNER;

SOUTH 01 DEGREES 15 MINUTES 50 SECONDS WEST, A DISTANCE OF 290.24 FEET TO A SPIKE FOR CORNER;

SOUTH 03 DEGREES 21 MINUTES 16 SECONDS EAST, A DISTANCE OF 326.18 FEET TO A SPIKE FOR CORNER;

SOUTH 04 DEGREES 51 MINUTES 39 SECONDS EAST, A DISTANCE OF 248.12 FEET TO A SPIKE FOR CORNER;

SOUTH 03 DEGREES 58 MINUTES 58 SECONDS WEST, A DISTANCE OF 144.52 FEET TO A SPIKE FOR CORNER;

SOUTH 11 DEGREES 00 MINUTES 49 SECONDS EAST, A DISTANCE OF 324.65 FEET TO A SPIKE FOR CORNER;

SOUTH 08 DEGREES 46 MINUTES 45 SECONDS EAST, A DISTANCE OF 90.24 FEET TO A SPIKE FOR CORNER;

SOUTH 02 DEGREES 56 MINUTES 11 SECONDS EAST, A DISTANCE OF 97.56 FEET TO A SPIKE FOR CORNER;

SOUTH 04 DEGREES 55 MINUTES 29 SECONDS WEST, A DISTANCE OF 137.84 FEET TO A SPIKE FOR CORNER;

SOUTH 06 DEGREES 55 MINUTES 43 SECONDS WEST, A DISTANCE OF 138.83 FEET TO A SPIKE FOR CORNER;

SOUTH 09 DEGREES 05 MINUTES 40 SECONDS WEST, A DISTANCE OF 206.88 FEET TO A SPIKE FOR CORNER;

SOUTH 05 DEGREES 14 MINUTES 20 SECONDS WEST, A DISTANCE OF 155.52 FEET TO A SPIKE FOR CORNER;

SOUTH 02 DEGREES 29 MINUTES 45 SECONDS WEST, A DISTANCE OF 167.32 FEET TO A SPIKE FOR CORNER;

SOUTH 00 DEGREES 19 MINUTES 08 SECONDS WEST, A DISTANCE OF 240.46 FEET TO A SPIKE FOR CORNER;

SOUTH 01 DEGREES 24 MINUTES 12 SECONDS EAST, A DISTANCE OF 290.22 FEET TO A SPIKE FOR THE SOUTHWEST CORNER OF SAID 447.09 ACRE TRACT, SAID CORNER BEING THE NORTHWEST CORNER OF A CALLED 200.00 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN TO BILL LEDBETTER AND WIFE, PAT LEDBETTER AS RECORDED IN VOLUME 809, PAGE 749 OF THE DEED RECORDS, COOKE COUNTY, TEXAS;

THENCE, CONTINUING IN A SOUTHERLY DIRECTION ALONG THE EAST LINE OF SAID 1770.0 ACRE TRACT AND THE COMMON WEST LINE OF SAID 200.00 ACRE TRACT, AND ALONG THE GENERAL CENTER OF SAID OLD SACRA'S FERRY ROAD THE FOLLOWING COURSES AND DISTANCES:

SOUTH 00 DEGREES 17 MINUTES 53 SECONDS EAST, A DISTANCE OF 725.44 FEET TO A STEEL PIN FOR CORNER;

SOUTH 09 DEGREES 19 MINUTES 22 SECONDS EAST, A DISTANCE OF 593.67 FEET TO A STEEL PIN FOR CORNER;

SOUTH 00 DEGREES 22 MINUTES 34 SECONDS EAST, A DISTANCE OF 596.50 FEET TO A STEEL PIN FOR CORNER;

SOUTH 02 DEGREES 32 MINUTES 39 SECONDS WEST, A DISTANCE OF 556.73 FEET TO A STEEL PIN FOR CORNER;

SOUTH 06 DEGREES 05 MINUTES 36 SECONDS WEST, A DISTANCE OF 815.63 FEET TO A STEEL PIN FOR CORNER;

SOUTH 08 DEGREES 01 MINUTES 46 SECONDS WEST, A DISTANCE OF 444.15 FEET TO A STEEL PIN FOR CORNER;

SOUTH 06 DEGREES 34 MINUTES 02 SECONDS WEST, A DISTANCE OF 623.27 FEET TO A STEEL PIN FOR THE SOUTHWEST CORNER OF SAID 200.00 ACRE TRACT, SAID CORNER BEING THE MOST NORTHERLY NORTHWEST CORNER OF SAID 270.81 ACRE TRACT;

THENCE, NORTH 89 DEGREES 54 MINUTES 31 SECONDS EAST, DEPARTING THE GENERAL CENTER OF SAID OLD SACRA'S FERRY ROAD, AND ALONG THE NORTH LINE OF SAID 270.81 ACRE TRACT, A DISTANCE OF 2,030.07 FEET TO AN IRON ROD WITH CAP FOR THE NORTHWEST CORNER OF A CALLED 48.607 ACRE TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED WITH VENDOR'S LIEN TO BENJAMIN S. BALDUS AND CAMERON A. BALDUS AS RECORDED IN VOLUME 2375, PAGE 833 OF THE DEED RECORDS, COOKE COUNTY, TEXAS;

THENCE, DEPARTING THE NORTH LINE OF SAID 270.81 ACRE TRACT, AND ALONG THE WEST LINE OF SAID 48.607 ACRE TRACT THE FOLLOWING COURSES AND DISTANCES:

SOUTH 00 DEGREES 01 MINUTES 03 SECONDS EAST, A DISTANCE OF 628.01 FEET TO AN IRON ROD WITH CAP FOR CORNER;

SOUTH 21 DEGREES 51 MINUTES 38 SECONDS EAST, A DISTANCE OF 529.73 FEET TO AN IRON ROD WITH CAP FOR CORNER;

SOUTH 05 DEGREES 00 MINUTES 28 SECONDS WEST, A DISTANCE OF 307.47 FEET TO AN IRON ROD WITH CAP FOR CORNER IN ROADWAY UNDER APPARENT PUBLIC USE POSTED AS COUNTY ROAD 135;

SOUTH 10 DEGREES 28 MINUTES 29 SECONDS WEST, A DISTANCE OF 954.33 FEET TO A METAL FENCE CORNER POST FOR CORNER;

THENCE, MEANDERING ALONG THE WEST BANK OF PECAN CREEK THE FOLLOWING COURSES AND DISTANCES:

SOUTH 07 DEGREES 58 MINUTES 17 SECONDS EAST, A DISTANCE OF 66.20 FEET TO A POINT FOR CORNER;

NORTH 11 DEGREES 13 MINUTES 40 SECONDS EAST, A DISTANCE OF 14.23 FEET TO A POINT FOR CORNER;

NORTH 37 DEGREES 06 MINUTES 09 SECONDS EAST, A DISTANCE OF 25.15 FEET TO A POINT FOR CORNER;

NORTH 54 DEGREES 44 MINUTES 02 SECONDS EAST, A DISTANCE OF 16.90 FEET TO A POINT FOR CORNER;

SOUTH 68 DEGREES 13 MINUTES 25 SECONDS EAST, A DISTANCE OF 64.96 FEET TO A POINT FOR CORNER;

SOUTH 57 DEGREES 18 MINUTES 47 SECONDS EAST, A DISTANCE OF 59.76 FEET TO A POINT FOR CORNER;

SOUTH 84 DEGREES 29 MINUTES 18 SECONDS EAST, A DISTANCE OF 20.78 FEET TO A POINT FOR CORNER;

NORTH 15 DEGREES 56 MINUTES 34 SECONDS EAST, A DISTANCE OF 8.05 FEET TO A POINT FOR CORNER;

NORTH 61 DEGREES 08 MINUTES 10 SECONDS EAST, A DISTANCE OF 17.60 FEET TO A POINT FOR CORNER;

NORTH 85 DEGREES 41 MINUTES 50 SECONDS EAST, A DISTANCE OF 33.57 FEET TO A POINT FOR CORNER;

SOUTH 67 DEGREES 22 MINUTES 36 SECONDS EAST, A DISTANCE OF 26.88 FEET TO A POINT FOR CORNER;

SOUTH 41 DEGREES 45 MINUTES 03 SECONDS EAST, A DISTANCE OF 13.01 FEET TO A POINT FOR CORNER;

SOUTH 21 DEGREES 26 MINUTES 25 SECONDS EAST, A DISTANCE OF 10.87 FEET TO A POINT FOR CORNER;

SOUTH 71 DEGREES 34 MINUTES 21 SECONDS EAST, A DISTANCE OF 32.81 FEET TO A POINT FOR CORNER;

NORTH 62 DEGREES 49 MINUTES 43 SECONDS EAST, A DISTANCE OF 28.07 FEET TO A POINT FOR CORNER;

NORTH 73 DEGREES 51 MINUTES 13 SECONDS EAST, A DISTANCE OF 97.06 FEET TO A POINT FOR CORNER;

NORTH 67 DEGREES 02 MINUTES 30 SECONDS EAST, A DISTANCE OF 37.63 FEET TO A POINT FOR CORNER;

NORTH 44 DEGREES 54 MINUTES 31 SECONDS EAST, A DISTANCE OF 14.68 FEET TO A POINT FOR CORNER;

NORTH 57 DEGREES 23 MINUTES 01 SECONDS EAST, A DISTANCE OF 16.55 FEET TO A POINT FOR CORNER;

NORTH 88 DEGREES 42 MINUTES 42 SECONDS EAST, A DISTANCE OF 12.88 FEET TO A POINT FOR CORNER;

SOUTH 70 DEGREES 31 MINUTES 00 SECONDS EAST, A DISTANCE OF 19.39 FEET TO A POINT FOR CORNER;

SOUTH 49 DEGREES 36 MINUTES 11 SECONDS EAST, A DISTANCE OF 9.14 FEET TO A POINT FOR CORNER;

SOUTH 25 DEGREES 34 MINUTES 13 SECONDS EAST, A DISTANCE OF 29.83 FEET TO A POINT FOR CORNER;

SOUTH 65 DEGREES 08 MINUTES 31 SECONDS EAST, A DISTANCE OF 22.48 FEET TO A POINT FOR CORNER;

NORTH 25 DEGREES 02 MINUTES 50 SECONDS EAST, A DISTANCE OF 39.65 FEET TO A POINT FOR CORNER;

NORTH 02 DEGREES 35 MINUTES 36 SECONDS WEST, A DISTANCE OF 24.01 FEET TO A POINT FOR CORNER;

NORTH 64 DEGREES 55 MINUTES 42 SECONDS EAST, A DISTANCE OF 52.85 FEET TO A POINT FOR CORNER;

NORTH 76 DEGREES 22 MINUTES 32 SECONDS EAST, A DISTANCE OF 56.52 FEET TO A POINT FOR CORNER;

NORTH 43 DEGREES 16 MINUTES 29 SECONDS EAST, A DISTANCE OF 18.05 FEET TO A POINT FOR CORNER;

NORTH 69 DEGREES 46 MINUTES 11 SECONDS EAST, A DISTANCE OF 15.44 FEET TO A POINT FOR CORNER;

NORTH 78 DEGREES 06 MINUTES 52 SECONDS EAST, A DISTANCE OF 16.89 FEET TO A POINT FOR CORNER;

SOUTH 47 DEGREES 35 MINUTES 21 SECONDS EAST, A DISTANCE OF 1.91 FEET TO A POINT FOR CORNER;

SOUTH 31 DEGREES 01 MINUTES 48 SECONDS EAST, A DISTANCE OF 79.98 FEET TO A POINT FOR CORNER;

SOUTH 67 DEGREES 05 MINUTES 32 SECONDS EAST, A DISTANCE OF 32.70 FEET TO A POINT FOR CORNER;

NORTH 03 DEGREES 04 MINUTES 04 SECONDS EAST, A DISTANCE OF 10.79 FEET TO A POINT FOR CORNER;

NORTH 10 DEGREES 59 MINUTES 38 SECONDS EAST, A DISTANCE OF 5.70 FEET TO A POINT FOR CORNER;

NORTH 76 DEGREES 32 MINUTES 48 SECONDS EAST, A DISTANCE OF 59.71 FEET TO A POINT FOR CORNER;

SOUTH 65 DEGREES 45 MINUTES 43 SECONDS EAST, A DISTANCE OF 22.11 FEET TO A POINT FOR CORNER;

SOUTH 43 DEGREES 21 MINUTES 52 SECONDS EAST, A DISTANCE OF 25.37 FEET TO A POINT FOR CORNER;

NORTH 45 DEGREES 22 MINUTES 35 SECONDS EAST, A DISTANCE OF 12.21 FEET TO A POINT FOR CORNER;

NORTH 04 DEGREES 40 MINUTES 43 SECONDS WEST, A DISTANCE OF 10.33 FEET TO A POINT FOR CORNER;

NORTH 23 DEGREES 41 MINUTES 30 SECONDS EAST, A DISTANCE OF 12.35 FEET TO A POINT FOR CORNER;

NORTH 62 DEGREES 53 MINUTES 43 SECONDS EAST, A DISTANCE OF 33.59 FEET TO A POINT FOR CORNER;

NORTH 40 DEGREES 25 MINUTES 00 SECONDS EAST, A DISTANCE OF 13.70 FEET TO A POINT FOR CORNER;

NORTH 16 DEGREES 27 MINUTES 01 SECONDS EAST, A DISTANCE OF 8.92 FEET TO A POINT FOR CORNER;

NORTH 00 DEGREES 39 MINUTES 31 SECONDS EAST, A DISTANCE OF 27.82 FEET TO A POINT FOR CORNER;

NORTH 45 DEGREES 27 MINUTES 54 SECONDS EAST, A DISTANCE OF 33.12 FEET TO A POINT FOR CORNER;

NORTH 59 DEGREES 43 MINUTES 22 SECONDS EAST, A DISTANCE OF 24.03 FEET TO A 3/8-INCH IRON ROD FOR THE SOUTHEAST CORNER OF SAID 48.607 ACRE

TRACT, SAID CORNER BEING A REENTRANT CORNER OF SAID 813.753 ACRE TRACT;

THENCE, NORTH 00 DEGREES 24 MINUTES 11 SECONDS WEST, ALONG THE EAST LINE OF SAID 48.607 ACRE TRACT, SAME BEING THE COMMON MOST NORTHERLY WEST LINE OF SAID 813.753 ACRE TRACT, A DISTANCE OF 1,727.48 FEET TO A 60D NAIL FOR THE MOST NORTHERLY NORTHWEST CORNER OF SAID 813.753 ACRE TRACT; SAID CORNER BEING AT THE APPROXIMATE INTERSECTION OF SAID COUNTY ROAD 135 AND COUNTY ROAD 185 (ALSO KNOWN AS RIVER BLUFF LANE);

THENCE, NORTH 87 DEGREES 31 MINUTES 07 SECONDS EAST, DEPARTING THE EAST LINE OF SAID 48.607, AND ALONG THE MOST NORTHERLY NORTH LINE OF SAID 813.753 ACRE TRACT, SAME BEING GENERALLY ALONG SAID COUNTY ROAD 135, A DISTANCE OF 2,111.06 FEET TO A 1/2-INCH ROD FOR THE MOST NORTHERLY NORTHEAST CORNER OF SAID 813.753 ACRE TRACT, SAID CORNER BEING AT THE APPROXIMATE INTERSECTION OF SAID COUNTY ROAD 135 AND COUNTY ROAD 133;

THENCE, SOUTH 00 DEGREES 31 MINUTES 09 SECONDS EAST, ALONG THE MOST NORTHERLY EAST LINE OF SAID 813.753 ACRE TRACT, SAME BEING GENERALLY ALONG SAID COUNTY ROAD 133, A DISTANCE OF 1,548.33 FEET TO A 60D NAIL FOR THE NORTHWEST CORNER OF SAID 82.092 ACRE TRACT;

THENCE, NORTH 88 DEGREES 08 MINUTES 17 SECONDS EAST, DEPARTING SAID EAST LINE, AND ALONG THE NORTH LINE OF SAID 82.092 ACRE TRACT, A DISTANCE OF 2,251.17 FEET TO A 1/2-INCH IRON ROD WITH CAP FOR THE NORTHEAST CORNER OF SAID 82.092 ACRE TRACT;

THENCE, SOUTH 00 DEGREES 30 MINUTES 37 SECONDS EAST, ALONG THE EAST LINE OF SAID 82.092 ACRE TRACT, A DISTANCE OF 1,584.17 FEET TO A 1/2-INCH IRON ROD FOR THE SOUTHEAST CORNER OF SAID 82.092 ACRE TRACT;

THENCE, SOUTH 87 DEGREES 54 MINUTES 12 SECONDS WEST, ALONG THE SOUTH LINE OF SAID 82.092 ACRE TRACT, A DISTANCE OF 1,911.28 FEET TO A 1/2-INCH IRON ROD WITH CAP FOR CORNER ON SAID SOUTH LINE, SAID CORNER BEING THE MOST EASTERLY NORTHEAST CORNER OF SAID 813.753 ACRE TRACT, AND SAID CORNER BEING AT A BEND IN SAID COUNTY ROAD 133;

THENCE, SOUTH 00 DEGREES 15 MINUTES 06 SECONDS EAST, DEPARTING SAID SOUTH LINE, AND ALONG THE MOST SOUTHERLY EAST LINE OF SAID 813.753 ACRE TRACT, SAME BEING GENERALLY ALONG SAID COUNTY ROAD 133, A DISTANCE OF 2,909.18 FEET TO A 1/2-INCH IRON ROD FOR CORNER;

THENCE, SOUTH 00 DEGREES 16 MINUTES 38 SECONDS EAST, CONTINUING ALONG SAID EAST LANE, AND GENERALLY ALONG SAID COUNTY ROAD 133, A DISTANCE OF 1,712.90 FEET TO A 1/2-INCH IRON ROD FOR THE SOUTHEAST CORNER OF SAID 813.753 ACRE TRACT, SAID CORNER BEING AT A BEND IN SAID COUNTY ROAD;

THENCE, SOUTH 89 DEGREES 52 MINUTES 41 SECONDS WEST, ALONG THE MOST SOUTHERLY SOUTH LINE OF SAID 813.753 ACRE TRACT, SAME BEING GENERALLY ALONG SAID COUNTY ROAD 133, A DISTANCE OF 345.47 FEET TO A 1/2-INCH IRON ROD

WITH CAP FOR THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID 813.753 ACRE TRACT, SAID CORNER BEING NEAR A BEND IN SAID COUNTY ROAD 133, AND SAID CORNER BEING ON THE MOST EASTERLY EAST LINE OF SAID 733.184 ACRE TRACT;

THENCE, SOUTH 01 DEGREES 02 MINUTES 17 SECONDS EAST, ALONG THE EAST LINE OF SAID 733.184 ACRE TRACT, A DISTANCE OF 2,534.99 FEET TO A 1/2-INCH IRON ROD WITH CAP FOR THE MOST EASTERLY SOUTHEAST CORNER OF SAID 733.184 ACRE TRACT;

THENCE, SOUTH 88 DEGREES 37 MINUTES 59 SECONDS WEST, ALONG THE MOST EASTERLY SOUTH LINE OF SAID 733.184 ACRE TRACT, A DISTANCE OF 282.37 FEET TO A 1/2-INCH IRON ROD FOR A REENRANT CORNER OF SAID 733.184 ACRE TRACT, SAID CORNER BEING NEAR A BEND IN SAID COUNTY ROAD 133;

THENCE, SOUTH 00 DEGREES 50 MINUTES 03 SECONDS EAST, ALONG AN EAST LINE OF SAID 733.184 ACRE TRACT, SAME BEING GENERALLY ALONG SAID COUNTY ROAD 133, A DISTANCE OF 1,305.95 FEET TO A 1/2-INCH IRON ROD FOR CORNER ON SAID EAST LINE;

THENCE, SOUTH 00 DEGREES 41 MINUTES 13 SECONDS EAST, CONTINUING ALONG SAID EAST LINE, AND GENERALLY ALONG SAID COUNTY ROAD 133, A DISTANCE OF 169.79 FEET TO A 60D NAIL FOR A SOUTHEAST CORNER OF SAID 733.184 ACRE TRACT;

THENCE, SOUTH 89 DEGREES 18 MINUTES 47 SECONDS WEST, ALONG A SOUTH LINE OF SAID 733.184 ACRE TRACT, A DISTANCE OF 2,905.61 FEET TO A 1/2-INCH IRON ROD WITH CAP FOR A REENRANT CORNER OF SAID 733.184 ACRE TRACT;

THENCE, SOUTH 00 DEGREES 41 MINUTES 13 SECONDS EAST, ALONG THE MOST SOUTHERLY EAST LINE OF SAID 733.184 ACRE TRACT, A DISTANCE OF 2,662.44 FEET TO A 1/2-INCH IRON ROD WITH CAP FOR THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID 733.184 ACRE TRACT;

THENCE, SOUTH 88 DEGREES 49 MINUTES 37 SECONDS WEST, ALONG THE MOST SOUTHERLY SOUTH LINE OF SAID 733.184 ACRE TRACT, A DISTANCE OF 2,271.63 FEET TO A PK NAIL FOR THE SOUTHWEST CORNER OF SAID 733.184 ACRE TRACT, SAID CORNER IN AFORESAID COUNTY ROAD 135;

THENCE, ALONG THE WEST LINE OF SAID 733.184 ACRE TRACT, AND GENERALLY ALONG SAID COUNTY ROAD 135 THE FOLLOWING COURSES AND DISTANCES:

NORTH 05 DEGREES 38 MINUTES 08 SECONDS EAST, A DISTANCE OF 553.73 FEET TO A 60D NAIL FOR CORNER;

NORTH 05 DEGREES 33 MINUTES 04 SECONDS WEST, A DISTANCE OF 128.54 FEET TO A 60D NAIL FOR CORNER;

NORTH 25 DEGREES 33 MINUTES 43 SECONDS WEST, A DISTANCE OF 130.65 FEET TO A 60D NAIL FOR CORNER;

NORTH 52 DEGREES 20 MINUTES 37 SECONDS WEST, A DISTANCE OF 403.26 FEET TO A 60D NAIL FOR CORNER, SAID CORNER BEING THE MOST EASTERLY NORTHEAST CORNER OF SAID 80.869 ACRE TRACT;

THENCE, SOUTH 01 DEGREES 23 MINUTES 53 SECONDS WEST, DEPARTING SAID WEST LINE, AND ALONG THE EAST LINE OF SAID 80.869 ACRE TRACT, A DISTANCE OF 371.92 FEET TO AN IRON ROD WITH CAP FOR THE SOUTHEAST CORNER OF SAID 80.869 ACRE TRACT;

THENCE, ALONG THE SOUTH LINE OF SAID 80.869 ACRE TRACT THE FOLLOWING COURSES AND DISTANCES:

SOUTH 78 DEGREES 16 MINUTES 54 SECONDS WEST, A DISTANCE OF 244.94 FEET TO AN IRON ROD WITH CAP FOR CORNER;

SOUTH 62 DEGREES 28 MINUTES 37 SECONDS WEST, A DISTANCE OF 257.85 FEET TO AN IRON ROD WITH CAP FOR CORNER;

SOUTH 28 DEGREES 06 MINUTES 03 SECONDS WEST, A DISTANCE OF 101.19 FEET TO AN IRON ROD WITH CAP FOR CORNER;

SOUTH 66 DEGREES 34 MINUTES 48 SECONDS WEST, A DISTANCE OF 375.19 FEET TO AN IRON ROD WITH CAP FOR THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID 80.869 ACRE TRACT, SAID CORNER BEING ON THE EAST LINE OF SAID TRACT 2, 26.229 ACRE TRACT;

THENCE, SOUTH 00 DEGREES 00 MINUTES 22 SECONDS EAST, ALONG THE EAST LINE OF SAID 26.229 ACRE TRACT, A DISTANCE OF 280.77 FEET TO A 1/2-INCH IRON ROD FOR THE SOUTHEAST OF SAID 26.229 ACRE TRACT;

THENCE, SOUTH 89 DEGREES 12 MINUTES 37 SECONDS WEST, ALONG THE SOUTH LINE OF SAID 26.229 ACRE TRACT, A DISTANCE OF 426.78 FEET TO A 1/2-INCH IRON ROD WITH CAP FOR THE SOUTHWEST CORNER OF SAID 26.229 ACRE TRACT, SAID CORNER BEING ON THE NORTHEAST RIGHT-OF-WAY LINE OF FARM-TO-MARKET ROAD 372;

THENCE, ALONG THE NORTHEAST LINE OF SAID FARM-TO-MARKET ROAD 372 THE FOLLOWING COURSES AND DISTANCES:

NORTH 31 DEGREES 02 MINUTES 34 SECONDS WEST, A DISTANCE OF 1,472.18 FEET TO A 1/2-INCH IRON ROD WITH CAP FOR CORNER;

NORTH 58 DEGREES 57 MINUTES 26 SECONDS EAST, A DISTANCE OF 25.00 FEET TO A CONCRETE MONUMENT FOR CORNER;

NORTH 31 DEGREES 02 MINUTES 34 SECONDS WEST, A DISTANCE OF 1,645.05 FEET TO AN IRON ROD WITH CAP FOR CORNER ON SAID RIGHT-OF-WAY LINE, SAID CORNER BEING THE NORTHWEST CORNER OF AFORESAID 89.869 ACRE TRACT;

THENCE, SOUTH 89 DEGREES 32 MINUTES 00 SECONDS EAST, ALONG THE NORTH LINE OF SAID 80.869 ACRE TRACT, A DISTANCE OF 1,029.38 FEET TO A METAL FENCE CORNER POST FOR CORNER ON SAID NORTH LINE;

THENCE, NORTH 89 DEGREES 12 MINUTES 17 SECONDS EAST, CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 1,520.63 FEET TO A 3/8-INCH IRON ROD FOR THE NORTHEAST CORNER OF SAID 80.869 ACRE TRACT, SAID CORNER BEING ON THE WEST LINE OF AFORESAID 733.184 ACRE TRACT, AND IN THE APPROXIMATE CENTER OF AFORESAID COUNTY ROAD 135;

THENCE, NORTH 00 DEGREES 37 MINUTES 53 SECONDS WEST, ALONG SAID WEST LINE, SAME BEING GENERALLY ALONG SAID COUNTY ROAD 135, A DISTANCE OF 2,589.57 FEET TO A 60D NAIL FOR CORNER ON SAID WEST LINE;

THENCE, NORTH 00 DEGREES 43 MINUTES 03 SECONDS WEST, CONTINUING ALONG SAID WEST LINE, AND GENERALLY ALONG SAID COUNTY ROAD 135, PASSING AT A DISTANCE OF 1,585.94 FEET A 60D NAIL FOR THE NORTHWEST CORNER OF SAID 733.184 ACRE TRACT, SAID CORNER BEING THE MOST SOUTHERLY SOUTHWEST CORNER OF AFORESAID 813.753 ACRE TRACT, AND CONTINUING ALONG THE MOST SOUTHERLY WEST LINE OF SAID 813.753 ACRE TRACT, SAME BEING GENERALLY ALONG SAID COUNTY ROAD 135, IN ALL A TOTAL DISTANCE OF 1,931.46 FEET TO A 1/2-INCH IRON ROD FOR CORNER ON SAID WEST LINE;

THENCE, NORTH 00 DEGREES 42 MINUTES 54 SECONDS WEST, CONTINUING ALONG SAID WEST LINE, SAME BEING GENERALLY ALONG SAID COUNTY ROAD 135, A DISTANCE OF 1,831.09 FEET TO A 60D NAIL FOR THE MOST WESTERLY NORTHWEST CORNER OF SAID 813.753 ACRE TRACT, SAID CORNER BEING AT THE APPROXIMATE INTERSECTION OF COUNTY ROAD 135 AND COUNTY ROAD 161;

THENCE, SOUTH 88 DEGREES 28 MINUTES 53 SECONDS EAST, DEPARTING SAID COUNTY ROAD 135, AND ALONG THE MOST WESTERLY NORTH LINE OF SAID 813.753 ACRE TRACT, A DISTANCE OF 1,151.76 FEET TO A 1/2-INCH IRON ROD WITH CAP FOR A REENTRANT CORNER OF SAID 813.753 ACRE TRACT;

THENCE, NORTH 00 DEGREES 47 MINUTES 01 SECONDS WEST, ALONG A WEST LINE OF SAID 813.753 ACRE TRACT, A DISTANCE OF 1,400.00 FEET TO A 1/2-INCH IRON ROD WITH CAP FOR A REENTRANT CORNER OF SAID 813.753 ACRE TRACT;

THENCE, NORTH 88 DEGREES 28 MINUTES 53 SECONDS WEST, ALONG A SOUTH LINE OF SAID 813.753 ACRE TRACT, A DISTANCE OF 393.80 FEET TO A POINT ON THE WEST BANK OF AFORESAID PECAN CREEK;

THENCE, MEANDERING ALONG THE WEST BANK OF SAID PECAN CREEK THE FOLLOWING COURSES AND DISTANCES:

NORTH 33 DEGREES 26 MINUTES 02 SECONDS EAST, A DISTANCE OF 14.68 FEET TO A POINT FOR CORNER;

NORTH 35 DEGREES 41 MINUTES 26 SECONDS WEST, A DISTANCE OF 46.40 FEET TO A POINT FOR CORNER;

NORTH 19 DEGREES 47 MINUTES 54 SECONDS WEST, A DISTANCE OF 27.86 FEET TO A POINT FOR CORNER;

NORTH 16 DEGREES 07 MINUTES 41 SECONDS EAST, A DISTANCE OF 17.42 FEET TO A POINT FOR CORNER;

NORTH 40 DEGREES 14 MINUTES 01 SECONDS EAST, A DISTANCE OF 65.12 FEET TO A POINT FOR CORNER;

NORTH 25 DEGREES 27 MINUTES 37 SECONDS EAST, A DISTANCE OF 30.29 FEET TO A POINT FOR CORNER;

SOUTH 84 DEGREES 06 MINUTES 01 SECONDS WEST, A DISTANCE OF 39.15 FEET TO A POINT FOR CORNER;

NORTH 85 DEGREES 37 MINUTES 22 SECONDS WEST, A DISTANCE OF 26.45 FEET TO A POINT FOR CORNER IN FENCE;

NORTH 73 DEGREES 27 MINUTES 11 SECONDS WEST, A DISTANCE OF 9.44 FEET TO A POINT FOR CORNER;

NORTH 52 DEGREES 03 MINUTES 28 SECONDS WEST, A DISTANCE OF 18.62 FEET TO A POINT FOR CORNER;

NORTH 37 DEGREES 08 MINUTES 33 SECONDS WEST, A DISTANCE OF 10.04 FEET TO A X-TIE FOUND FOR CORNER;

NORTH 08 DEGREES 05 MINUTES 34 SECONDS EAST, A DISTANCE OF 51.56 FEET TO A PECAN TREE FOR CORNER;

NORTH 22 DEGREES 41 MINUTES 14 SECONDS EAST, A DISTANCE OF 131.06 FEET TO A POINT FOR CORNER IN FENCE;

NORTH 63 DEGREES 23 MINUTES 06 SECONDS EAST, A DISTANCE OF 25.92 FEET TO A POINT FOR CORNER;

SOUTH 86 DEGREES 27 MINUTES 41 SECONDS EAST, A DISTANCE OF 23.94 FEET TO A POINT FOR CORNER;

NORTH 54 DEGREES 29 MINUTES 56 SECONDS EAST, A DISTANCE OF 11.66 FEET TO A POINT FOR CORNER;

NORTH 29 DEGREES 56 MINUTES 19 SECONDS WEST, A DISTANCE OF 18.63 FEET TO A POINT FOR CORNER;

NORTH 52 DEGREES 03 MINUTES 25 SECONDS WEST, A DISTANCE OF 21.48 FEET TO A POINT FOR CORNER;

NORTH 36 DEGREES 37 MINUTES 46 SECONDS WEST, A DISTANCE OF 14.18 FEET TO A TO A 10-INCH TREE;

NORTH 05 DEGREES 58 MINUTES 49 SECONDS WEST, A DISTANCE OF 28.34 FEET TO A POINT FOR CORNER;

NORTH 01 DEGREES 03 MINUTES 45 SECONDS WEST, A DISTANCE OF 26.52 FEET TO A POINT FOR CORNER IN FENCE;

NORTH 18 DEGREES 40 MINUTES 14 SECONDS EAST, A DISTANCE OF 24.09 FEET TO A POINT FOR CORNER;

NORTH 59 DEGREES 17 MINUTES 51 SECONDS EAST, A DISTANCE OF 19.10 FEET TO A POINT FOR CORNER;

NORTH 83 DEGREES 59 MINUTES 51 SECONDS EAST, A DISTANCE OF 14.13 FEET TO A POINT FOR CORNER;

SOUTH 68 DEGREES 23 MINUTES 03 SECONDS EAST, A DISTANCE OF 15.96 FEET TO A POINT FOR CORNER;

SOUTH 37 DEGREES 24 MINUTES 05 SECONDS EAST, A DISTANCE OF 24.71 FEET TO A POINT FOR CORNER;

SOUTH 87 DEGREES 45 MINUTES 49 SECONDS EAST, A DISTANCE OF 20.65 FEET TO A POINT FOR CORNER;

NORTH 12 DEGREES 40 MINUTES 29 SECONDS WEST, A DISTANCE OF 33.11 FEET TO A POINT FOR CORNER;

NORTH 11 DEGREES 47 MINUTES 07 SECONDS EAST, A DISTANCE OF 33.17 FEET TO A POINT FOR CORNER IN FENCE;

NORTH 61 DEGREES 08 MINUTES 34 SECONDS EAST, A DISTANCE OF 32.01 FEET TO A POINT FOR CORNER;

NORTH 78 DEGREES 15 MINUTES 43 SECONDS EAST, A DISTANCE OF 17.17 FEET TO A POINT FOR CORNER;

NORTH 08 DEGREES 46 MINUTES 29 SECONDS WEST, A DISTANCE OF 23.25 FEET TO A POINT FOR CORNER;

NORTH 39 DEGREES 24 MINUTES 30 SECONDS WEST, A DISTANCE OF 23.36 FEET TO A POINT FOR CORNER;

NORTH 38 DEGREES 28 MINUTES 25 SECONDS WEST, A DISTANCE OF 31.23 FEET TO A POINT FOR CORNER;

NORTH 11 DEGREES 44 MINUTES 18 SECONDS WEST, A DISTANCE OF 37.05 FEET TO A POINT FOR CORNER;

NORTH 31 DEGREES 52 MINUTES 54 SECONDS EAST, A DISTANCE OF 42.25 FEET TO A POINT FOR CORNER;

NORTH 42 DEGREES 41 MINUTES 20 SECONDS EAST, A DISTANCE OF 42.61 FEET TO A POINT FOR CORNER;

NORTH 30 DEGREES 22 MINUTES 06 SECONDS WEST, A DISTANCE OF 48.99 FEET TO A POINT FOR CORNER IN FENCE;

NORTH 42 DEGREES 28 MINUTES 37 SECONDS WEST, A DISTANCE OF 11.65 FEET TO A POINT FOR CORNER;

NORTH 04 DEGREES 06 MINUTES 08 SECONDS EAST, A DISTANCE OF 35.39 FEET TO A POINT FOR CORNER;

NORTH 57 DEGREES 36 MINUTES 01 SECONDS EAST, A DISTANCE OF 3.92 FEET TO A POINT FOR CORNER IN FENCE;

NORTH 57 DEGREES 33 MINUTES 24 SECONDS EAST, A DISTANCE OF 41.16 FEET TO A POINT FOR CORNER;

SOUTH 50 DEGREES 40 MINUTES 01 SECONDS EAST, A DISTANCE OF 9.25 FEET TO A POINT FOR CORNER;

NORTH 83 DEGREES 06 MINUTES 14 SECONDS EAST, A DISTANCE OF 34.91 FEET TO A POINT FOR CORNER;

NORTH 20 DEGREES 30 MINUTES 18 SECONDS WEST, A DISTANCE OF 14.84 FEET TO A POINT FOR CORNER;

NORTH 46 DEGREES 25 MINUTES 13 SECONDS WEST, A DISTANCE OF 21.69 FEET TO A POINT FOR CORNER;

NORTH 06 DEGREES 33 MINUTES 02 SECONDS WEST, A DISTANCE OF 26.20 FEET TO A POINT FOR CORNER;

NORTH 03 DEGREES 37 MINUTES 52 SECONDS EAST, A DISTANCE OF 30.37 FEET TO A POINT FOR CORNER;

NORTH 21 DEGREES 38 MINUTES 37 SECONDS EAST, A DISTANCE OF 86.09 FEET TO A POINT FOR CORNER;

NORTH 68 DEGREES 34 MINUTES 10 SECONDS EAST, A DISTANCE OF 20.81 FEET TO A POINT FOR CORNER;

SOUTH 89 DEGREES 32 MINUTES 09 SECONDS EAST, A DISTANCE OF 59.76 FEET TO A POINT FOR CORNER;

SOUTH 27 DEGREES 06 MINUTES 35 SECONDS EAST, A DISTANCE OF 48.79 FEET TO A POINT FOR CORNER;

SOUTH 03 DEGREES 00 MINUTES 20 SECONDS EAST, A DISTANCE OF 99.72 FEET TO A POINT FOR CORNER;

SOUTH 83 DEGREES 08 MINUTES 04 SECONDS EAST, A DISTANCE OF 37.30 FEET TO A POINT FOR CORNER;

NORTH 57 DEGREES 35 MINUTES 41 SECONDS EAST, A DISTANCE OF 41.39 FEET TO A POINT FOR CORNER;

NORTH 75 DEGREES 34 MINUTES 56 SECONDS EAST, A DISTANCE OF 56.74 FEET TO A POINT FOR CORNER;

NORTH 47 DEGREES 39 MINUTES 07 SECONDS EAST, A DISTANCE OF 58.59 FEET TO A POINT FOR CORNER IN FENCE;

NORTH 12 DEGREES 59 MINUTES 03 SECONDS EAST, A DISTANCE OF 13.47 FEET TO A POINT FOR CORNER;

NORTH 73 DEGREES 48 MINUTES 29 SECONDS EAST, A DISTANCE OF 23.99 FEET TO A POINT FOR CORNER;

NORTH 86 DEGREES 17 MINUTES 13 SECONDS EAST, A DISTANCE OF 20.97 FEET TO A POINT FOR CORNER IN FENCE;

NORTH 80 DEGREES 40 MINUTES 13 SECONDS EAST, A DISTANCE OF 30.83 FEET TO A POINT FOR CORNER IN FENCE;

SOUTH 29 DEGREES 19 MINUTES 16 SECONDS EAST, A DISTANCE OF 13.66 FEET TO A POINT FOR CORNER;

SOUTH 70 DEGREES 58 MINUTES 26 SECONDS EAST, A DISTANCE OF 42.45 FEET TO A POINT FOR CORNER;

NORTH 20 DEGREES 54 MINUTES 17 SECONDS EAST, A DISTANCE OF 25.33 FEET TO A WOOD FENCE POST FOR CORNER;

NORTH 65 DEGREES 28 MINUTES 27 SECONDS EAST, A DISTANCE OF 19.15 FEET TO A POINT FOR CORNER;

NORTH 05 DEGREES 53 MINUTES 39 SECONDS WEST, A DISTANCE OF 25.51 FEET TO A POINT FOR CORNER;

NORTH 59 DEGREES 00 MINUTES 09 SECONDS WEST, A DISTANCE OF 32.51 FEET TO A POINT FOR CORNER;

NORTH 01 DEGREES 08 MINUTES 46 SECONDS WEST, A DISTANCE OF 50.84 FEET TO A POINT FOR CORNER;

NORTH 44 DEGREES 43 MINUTES 45 SECONDS EAST, A DISTANCE OF 43.32 FEET TO A POINT FOR CORNER;

NORTH 55 DEGREES 08 MINUTES 45 SECONDS EAST, A DISTANCE OF 51.73 FEET TO A POINT FOR CORNER;

NORTH 65 DEGREES 05 MINUTES 38 SECONDS EAST, A DISTANCE OF 29.98 FEET TO A POINT FOR CORNER;

SOUTH 81 DEGREES 24 MINUTES 22 SECONDS EAST, A DISTANCE OF 12.83 FEET TO A POINT FOR CORNER IN FENCE;

SOUTH 74 DEGREES 35 MINUTES 38 SECONDS EAST, A DISTANCE OF 36.13 FEET TO A POINT FOR CORNER;

SOUTH 50 DEGREES 09 MINUTES 55 SECONDS EAST, A DISTANCE OF 14.36 FEET TO A POINT FOR CORNER;

NORTH 06 DEGREES 16 MINUTES 59 SECONDS EAST, A DISTANCE OF 29.03 FEET TO A POINT FOR CORNER;

NORTH 48 DEGREES 47 MINUTES 17 SECONDS WEST, A DISTANCE OF 53.14 FEET TO A POINT FOR CORNER;

NORTH 43 DEGREES 49 MINUTES 56 SECONDS WEST, A DISTANCE OF 155.52 FEET TO A POINT FOR CORNER;

NORTH 01 DEGREES 45 MINUTES 19 SECONDS WEST, A DISTANCE OF 70.53 FEET TO A POINT FOR CORNER;

NORTH 56 DEGREES 59 MINUTES 46 SECONDS EAST, A DISTANCE OF 85.65 FEET TO A POINT FOR CORNER;

NORTH 63 DEGREES 00 MINUTES 42 SECONDS EAST, A DISTANCE OF 114.25 FEET TO A POINT FOR CORNER;

NORTH 83 DEGREES 38 MINUTES 14 SECONDS EAST, A DISTANCE OF 55.46 FEET TO A POINT FOR CORNER;

NORTH 34 DEGREES 34 MINUTES 53 SECONDS EAST, A DISTANCE OF 21.46 FEET TO A POINT FOR CORNER;

NORTH 04 DEGREES 54 MINUTES 56 SECONDS WEST, A DISTANCE OF 33.36 FEET TO A POINT FOR CORNER;

NORTH 57 DEGREES 53 MINUTES 50 SECONDS EAST, A DISTANCE OF 44.82 FEET TO A POINT FOR CORNER;

SOUTH 84 DEGREES 23 MINUTES 51 SECONDS EAST, A DISTANCE OF 48.40 FEET TO A POINT FOR CORNER;

SOUTH 51 DEGREES 11 MINUTES 25 SECONDS EAST, A DISTANCE OF 67.02 FEET TO A POINT FOR CORNER;

SOUTH 44 DEGREES 51 MINUTES 17 SECONDS EAST, A DISTANCE OF 36.44 FEET TO A POINT FOR CORNER IN FENCE;

NORTH 75 DEGREES 10 MINUTES 20 SECONDS EAST, A DISTANCE OF 90.42 FEET TO A POINT FOR CORNER IN FENCE;

SOUTH 73 DEGREES 39 MINUTES 13 SECONDS EAST, A DISTANCE OF 63.25 FEET TO A POINT FOR CORNER;

NORTH 44 DEGREES 45 MINUTES 09 SECONDS EAST, A DISTANCE OF 20.74 FEET TO A POINT FOR CORNER;

NORTH 00 DEGREES 39 MINUTES 50 SECONDS EAST, A DISTANCE OF 33.37 FEET TO A POINT FOR CORNER;

NORTH 00 DEGREES 36 MINUTES 16 SECONDS EAST, A DISTANCE OF 15.20 FEET TO A POINT FOR CORNER IN FENCE;

NORTH 37 DEGREES 39 MINUTES 21 SECONDS EAST, A DISTANCE OF 26.12 FEET TO A POINT FOR CORNER IN FENCE;

NORTH 32 DEGREES 26 MINUTES 02 SECONDS EAST, A DISTANCE OF 26.72 FEET TO A POINT FOR CORNER;

SOUTH 81 DEGREES 23 MINUTES 45 SECONDS EAST, A DISTANCE OF 44.28 FEET TO A POINT FOR CORNER;

SOUTH 25 DEGREES 45 MINUTES 46 SECONDS EAST, A DISTANCE OF 54.43 FEET TO A POINT FOR CORNER;

NORTH 69 DEGREES 18 MINUTES 15 SECONDS EAST, A DISTANCE OF 41.64 FEET TO A POINT FOR CORNER IN FENCE;

NORTH 78 DEGREES 21 MINUTES 31 SECONDS EAST, A DISTANCE OF 27.67 FEET TO A POINT FOR CORNER IN FENCE;

NORTH 45 DEGREES 23 MINUTES 34 SECONDS EAST, A DISTANCE OF 20.59 FEET TO A POINT FOR CORNER;

NORTH 58 DEGREES 08 MINUTES 51 SECONDS EAST, A DISTANCE OF 60.10 FEET TO A POINT FOR CORNER;

NORTH 61 DEGREES 59 MINUTES 57 SECONDS EAST, A DISTANCE OF 39.38 FEET TO A POINT FOR CORNER;

NORTH 21 DEGREES 01 MINUTES 11 SECONDS EAST, A DISTANCE OF 26.46 FEET TO A POINT FOR CORNER;

NORTH 44 DEGREES 04 MINUTES 52 SECONDS EAST, A DISTANCE OF 33.50 FEET TO A POINT FOR CORNER IN FENCE;

SOUTH 67 DEGREES 45 MINUTES 12 SECONDS EAST, A DISTANCE OF 57.91 FEET TO A POINT FOR CORNER;

NORTH 67 DEGREES 09 MINUTES 26 SECONDS EAST, A DISTANCE OF 66.59 FEET TO A POINT FOR CORNER;

NORTH 76 DEGREES 48 MINUTES 08 SECONDS EAST, A DISTANCE OF 225.75 FEET TO A POINT FOR CORNER IN FENCE;

NORTH 52 DEGREES 21 MINUTES 22 SECONDS EAST, A DISTANCE OF 54.09 FEET TO A POINT FOR CORNER IN FENCE;

SOUTH 57 DEGREES 13 MINUTES 16 SECONDS EAST, A DISTANCE OF 42.99 FEET TO A POINT FOR CORNER;

NORTH 55 DEGREES 45 MINUTES 08 SECONDS EAST, A DISTANCE OF 146.63 FEET TO A POINT FOR CORNER IN FENCE;

NORTH 68 DEGREES 02 MINUTES 45 SECONDS EAST, A DISTANCE OF 23.78 FEET TO A POINT FOR CORNER;

THENCE, NORTH 02 DEGREES 06 MINUTES 15 SECONDS WEST, DEPARTING THE WEST BANK OF SAID PECAN CREEK, AND ALONG THE MOST SOUTHERLY WEST LINE OF SAID 270.81 ACRE TRACT, A DISTANCE OF 317.03 FEET TO A STEEL PIN FOR CORNER;

THENCE, SOUTH 89 DEGREES 10 MINUTES 46 SECONDS WEST, ALONG THE MOST EASTERLY SOUTH LINE OF SAID 270.81 ACRE TRACT, A DISTANCE OF 2,339.53 FEET TO A STEEL PIN FOR CORNER, SAID CORNER BEING IN AFORESAID COUNTY ROAD 135;

THENCE, NORTH 56 DEGREES 34 MINUTES 30 SECONDS EAST, OVER AND ACROSS SAID 270.81 ACRE TRACT, SAME BEING THE MOST NORTHERLY EAST LINE OF A SAVE AND EXCEPT TRACT, A CALLED 92.71 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED TO MESA REAL ESTATE PARTNERS, LP AS RECORDED IN VOLUME 2388, PAGE 113 OF THE DEED RECORDS, COOKE COUNTY, TEXAS, A DISTANCE OF 80.81 FEET TO A STEEL PIN AT THE APPROXIMATE INTERSECTION OF SAID COUNTY ROAD 135 AND AFORESAID SACRA'S FERRY ROAD;

THENCE, NORTH 13 DEGREES 22 MINUTES 18 SECONDS EAST, ALONG SAID EAST LINE, AND GENERALLY ALONG SAID SACRA'S FERRY ROAD, A DISTANCE OF 954.77 FEET TO A STEEL PIN FOR THE NORTHEAST CORNER OF SAID 92.71 ACRE TRACT, SAID CORNER BEING A REENTRANT CORNER OF SAID 270.81 ACRE TRACT, AND SAID CORNER BEING IN SAID SACRA'S FERRY ROAD;

THENCE, SOUTH 88 DEGREES 32 MINUTES 55 SECONDS WEST, ALONG THE MOST WESTERLY NORTH LINE OF SAID 270.81 ACRE TRACT, SAME BEING THE COMMON NORTH LINE OF SAID 92.71 ACRE TRACT, A DISTANCE OF 2,294.19 FEET TO A FENCE CORNER;

THENCE, SOUTH 00 DEGREES 11 MINUTES 20 SECONDS WEST, ALONG THE MOST WESTERLY WEST LINE OF SAID 270.81 ACRE TRACT, SAME BEING THE COMMON WEST LINE OF SAID 92.71 ACRE TRACT, A DISTANCE OF 2,187.96 FEET TO A FENCE CORNER;

THENCE, NORTH 89 DEGREES 46 MINUTES 13 SECONDS EAST, ALONG THE MOST EASTERLY NORTH LINE OF SAID 157.47 ACRE TRACT, A DISTANCE OF 58.33 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 00 DEGREES 27 MINUTES 03 SECONDS WEST, ALONG THE MOST EASTERLY SOUTH LINE OF SAID 157.47 ACRE TRACT, A DISTANCE OF 2,218.98 FEET TO A 60D NAIL WITH WASHER STAMPED "CLSC 4577" FOR THE SOUTHEAST CORNER OF SAID 157.47 ACRE TRACT, SAID CORNER BEING IN COUNTY ROAD 181;

THENCE, GENERALLY ALONG SAID COUNTY ROAD 181 THE FOLLOWING COURSES AND DISTANCES:

SOUTH 89 DEGREES 43 MINUTES 05 SECONDS WEST, A DISTANCE OF 814.97 FEET TO A POINT FOR CORNER;

NORTH 89 DEGREES 32 MINUTES 05 SECONDS WEST, A DISTANCE OF 1,343.23 FEET TO A POINT FOR CORNER;

NORTH 78 DEGREES 13 MINUTES 56 SECONDS WEST, A DISTANCE OF 234.37 FEET TO A POINT FOR CORNER;

NORTH 66 DEGREES 00 MINUTES 03 SECONDS WEST, A DISTANCE OF 198.85 FEET TO A STAKE FOR THE SOUTHEAST CORNER OF SAID 16.41 ACRE TRACT;

THENCE, GENERALLY ALONG COUNTY ROAD 137 THE FOLLOWING COURSES AND DISTANCES:

NORTH 53 DEGREES 49 MINUTES 47 SECONDS WEST, A DISTANCE OF 199.17 FEET TO A POINT FOR CORNER;

NORTH 48 DEGREES 49 MINUTES 56 SECONDS WEST, A DISTANCE OF 152.69 FEET TO A POINT FOR CORNER;

NORTH 41 DEGREES 05 MINUTES 53 SECONDS WEST, A DISTANCE OF 1,229.53 FEET TO A POINT FOR CORNER;

NORTH 40 DEGREES 39 MINUTES 43 SECONDS WEST, A DISTANCE OF 137.61 FEET TO A POINT FOR CORNER;

NORTH 36 DEGREES 08 MINUTES 28 SECONDS WEST, A DISTANCE OF 233.25 FEET TO A POINT FOR CORNER;

NORTH 04 DEGREES 50 MINUTES 20 SECONDS WEST, A DISTANCE OF 179.75 FEET TO A POINT FOR CORNER;

NORTH 00 DEGREES 24 MINUTES 36 SECONDS WEST, A DISTANCE OF 12.34 FEET TO AN IRON ROD WITH CAP FOR THE SOUTHEAST CORNER OF SAID 247.572 ACRE TRACT, SAID CORNER BEING AT THE APPROXIMATE INTERSECTION OF SAID COUNTY ROAD 137 AND FARM-TO-MARKET ROAD 1202;

THENCE, SOUTH 89 DEGREES 19 MINUTES 32 SECONDS WEST, ALONG THE MOST SOUTHERLY SOUTH LINE OF SAID 247.572 ACRE TRACT, AND GENERALLY ALONG SAID FARM-TO-MARKET ROAD 1202, A DISTANCE OF 416.47 FEET TO A 60D NAIL FOR THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID 247.572 ACRE TRACT, SAID CORNER BEING IN SAID FARM-TO-MARKET ROAD 1202;

THENCE, NORTH 01 DEGREES 01 MINUTES 59 SECONDS EAST, DEPARTING SAID FARM-TO-MARKET ROAD 1202, AND ALONG THE MOST SOUTHERLY WEST LINE OF SAID 247.572 ACRE TRACT, A DISTANCE OF 368.30 FEET TO A METAL FENCE CORNER POST FOUND FOR A REENTRANT CORNER OF SAID 247.572 ACRE TRACT;

THENCE, NORTH 89 DEGREES 00 MINUTES 03 SECONDS WEST, ALONG THE MOST WESTERLY SOUTH LINE OF SAID 247.752 ACRE TRACT, A DISTANCE OF 843.54 FEET TO A METAL FENCE CORN POST FOR A REENTRANT CORNER OF SAID 247.752 ACRE TRACT;

THENCE, SOUTH 55 DEGREES 11 MINUTES 18 SECONDS WEST, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 110.57 FEET TO AN ALUMINUM ROW CAP FOR CORNER ON THE EAST RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY 35;

THENCE, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY 35 THE FOLLOWING COURSES AND DISTANCES:

NORTH 69 DEGREES 23 MINUTES 45 SECONDS WEST, A DISTANCE OF 56.69 FEET TO AN ALUMINUM ROW CAP FOR CORNER;

NORTH 24 DEGREES 55 MINUTES 32 SECONDS WEST, A DISTANCE OF 964.80 FEET TO AN ALUMINUM ROW CAP FOR CORNER;

NORTH 26 DEGREES 02 MINUTES 39 SECONDS WEST, A DISTANCE OF 1,792.48 FEET TO AN ALUMINUM ROW CAP FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 07 DEGREES 07 MINUTES 36 SECONDS, A RADIUS OF 6,818.00 FEET, AND A LONG CHORD THAT BEARS NORTH 22 DEGREES 28 MINUTES 51 SECONDS WEST, A DISTANCE OF 847.49 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 848.04 FEET TO AN ALUMINUM ROW CAP FOR CORNER;

NORTH 71 DEGREES 04 MINUTES 57 SECONDS EAST, A DISTANCE OF 14.00 FEET TO AN ALUMINUM ROW CAP FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 03 DEGREES 16

MINUTES 27 SECONDS, A RADIUS OF 6,804.00 FEET, AND A LONG CHORD THAT BEARS NORTH 17 DEGREES 16 MINUTES 50 SECONDS WEST, A DISTANCE OF 388.75 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 388.80 FEET TO AN ALUMINUM ROW CAP FOR CORNER;

SOUTH 74 DEGREES 21 MINUTES 23 SECONDS WEST, A DISTANCE OF 14.00 FEET TO AN ALUMINUM ROW CAP FOR CORNER;

NORTH 15 DEGREES 30 MINUTES 09 SECONDS WEST, A DISTANCE OF 33.60 FEET TO AN ALUMINUM ROW CAP FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 03 DEGREES 48 MINUTES 31 SECONDS, A RADIUS OF 6,820.94 FEET, AND A LONG CHORD THAT BEARS NORTH 13 DEGREES 27 MINUTES 20 SECONDS WEST, A DISTANCE OF 453.32 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 453.41 FEET TO AN ALUMINUM ROW CAP FOR CORNER;

NORTH 78 DEGREES 26 MINUTES 56 SECONDS EAST, A DISTANCE OF 18.00 FEET TO AN ALUMINUM ROW CAP FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 01 DEGREES 38 MINUTES 13 SECONDS, A RADIUS OF 6,800.00 FEET, AND A LONG CHORD THAT BEARS NORTH 10 DEGREES 43 MINUTES 57 SECONDS WEST, A DISTANCE OF 194.28 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 194.29 FEET TO AN ALUMINUM ROW CAP FOR CORNER;

SOUTH 80 DEGREES 05 MINUTES 10 SECONDS WEST, A DISTANCE OF 18.00 FEET TO AN ALUMINUM ROW CAP FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 02 DEGREES 02 MINUTES 55 SECONDS, A RADIUS OF 6,818.00 FEET, AND A LONG CHORD THAT BEARS NORTH 08 DEGREES 53 MINUTES 22 SECONDS WEST, A DISTANCE OF 243.78 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 243.79 FEET TO AN ALUMINUM ROW CAP FOR CORNER;

NORTH 04 DEGREES 01 MINUTES 11 SECONDS EAST, A DISTANCE OF 148.35 FEET TO AN ALUMINUM ROW CAP FOR CORNER;

NORTH 07 DEGREES 24 MINUTES 43 SECONDS WEST, A DISTANCE OF 97.02 FEET TO AN ALUMINUM ROW CAP FOR CORNER;

NORTH 20 DEGREES 56 MINUTES 06 SECONDS WEST, A DISTANCE OF 100.89 FEET TO AN ALUMINUM ROW CAP FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 00 DEGREES 33 MINUTES 08 SECONDS, A RADIUS OF 6,779.98 FEET, AND A LONG CHORD THAT

BEARS NORTH 04 DEGREES 43 MINUTES 39 SECONDS WEST, A DISTANCE OF 65.34 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 65.34 FEET TO AN ALUMINUM ROW CAP FOR CORNER;

NORTH 03 DEGREES 02 MINUTES 35 SECONDS WEST, A DISTANCE OF 1,198.43 FEET TO AN ALUMINUM ROW CAP FOR CORNER;

NORTH 11 DEGREES 00 MINUTES 15 SECONDS EAST, A DISTANCE OF 133.20 FEET TO AN ALUMINUM ROW CAP FOR CORNER;

NORTH 03 DEGREES 02 MINUTES 02 SECONDS WEST, A DISTANCE OF 600.00 FEET TO AN ALUMINUM ROW CAP FOR CORNER;

NORTH 01 DEGREES 23 MINUTES 39 SECONDS WEST, A DISTANCE OF 69.32 FEET TO AN ALUMINUM ROW CAP FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 07 DEGREES 37 MINUTES 24 SECONDS, A RADIUS OF 6,388.56 FEET, AND A LONG CHORD THAT BEARS NORTH 00 DEGREES 31 MINUTES 29 SECONDS EAST, A DISTANCE OF 849.38 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 850.01 FEET TO AN ALUMINUM ROW CAP FOR CORNER;

NORTH 38 DEGREES 15 MINUTES 47 SECONDS EAST, A DISTANCE OF 59.79 FEET TO AN ALUMINUM ROW CAP FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 03 DEGREES 19 MINUTES 59 SECONDS, A RADIUS OF 5,747.00 FEET, AND A LONG CHORD THAT BEARS NORTH 06 DEGREES 40 MINUTES 40 SECONDS EAST, A DISTANCE OF 334.28 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 334.33 FEET TO AN ALUMINUM ROW CAP FOR CORNER AND THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 01 DEGREES 00 MINUTES 05 SECONDS, A RADIUS OF 5,854.38 FEET, AND A LONG CHORD THAT BEARS NORTH 08 DEGREES 51 MINUTES 33 SECONDS EAST, A DISTANCE OF 102.32 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 102.32 FEET TO AN ALUMINUM ROW CAP FOR CORNER;

NORTH 05 DEGREES 39 MINUTES 04 SECONDS WEST, A DISTANCE OF 254.75 FEET TO AN ALUMINUM ROW CAP FOR CORNER;

NORTH 09 DEGREES 21 MINUTES 52 SECONDS EAST, A DISTANCE OF 1,102.93 FEET TO AN ALUMINUM ROW CAP FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 01 DEGREES 21 MINUTES 59 SECONDS, A RADIUS OF 4,032.00 FEET, AND A LONG CHORD THAT BEARS NORTH 08 DEGREES 40 MINUTES 53 SECONDS EAST, A DISTANCE OF 96.16 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 96.16 FEET TO AN ALUMINUM ROW CAP FOR CORNER;

NORTH 22 DEGREES 35 MINUTES 10 SECONDS EAST, A DISTANCE OF 17.28 FEET TO AN ALUMINUM ROW CAP FOR CORNER;

SOUTH 80 DEGREES 28 MINUTES 40 SECONDS EAST, A DISTANCE OF 1.01 FEET TO AN ALUMINUM ROW CAP FOR CORNER;

NORTH 30 DEGREES 17 MINUTES 47 SECONDS EAST, A DISTANCE OF 154.27 FEET TO AN ALUMINUM ROW CAP FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 03 DEGREES 06 MINUTES 14 SECONDS, A RADIUS OF 4,099.00 FEET, AND A LONG CHORD THAT BEARS NORTH 04 DEGREES 13 MINUTES 01 SECONDS EAST, A DISTANCE OF 222.03 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 222.06 FEET TO AN ALUMINUM ROW CAP FOR CORNER;

NORTH 22 DEGREES 02 MINUTES 28 SECONDS WEST, A DISTANCE OF 160.11 FEET TO AN ALUMINUM ROW CAP FOR CORNER;

NORTH 02 DEGREES 41 MINUTES 49 SECONDS EAST, A DISTANCE OF 549.98 FEET TO AN ALUMINUM ROW CAP FOR CORNER;

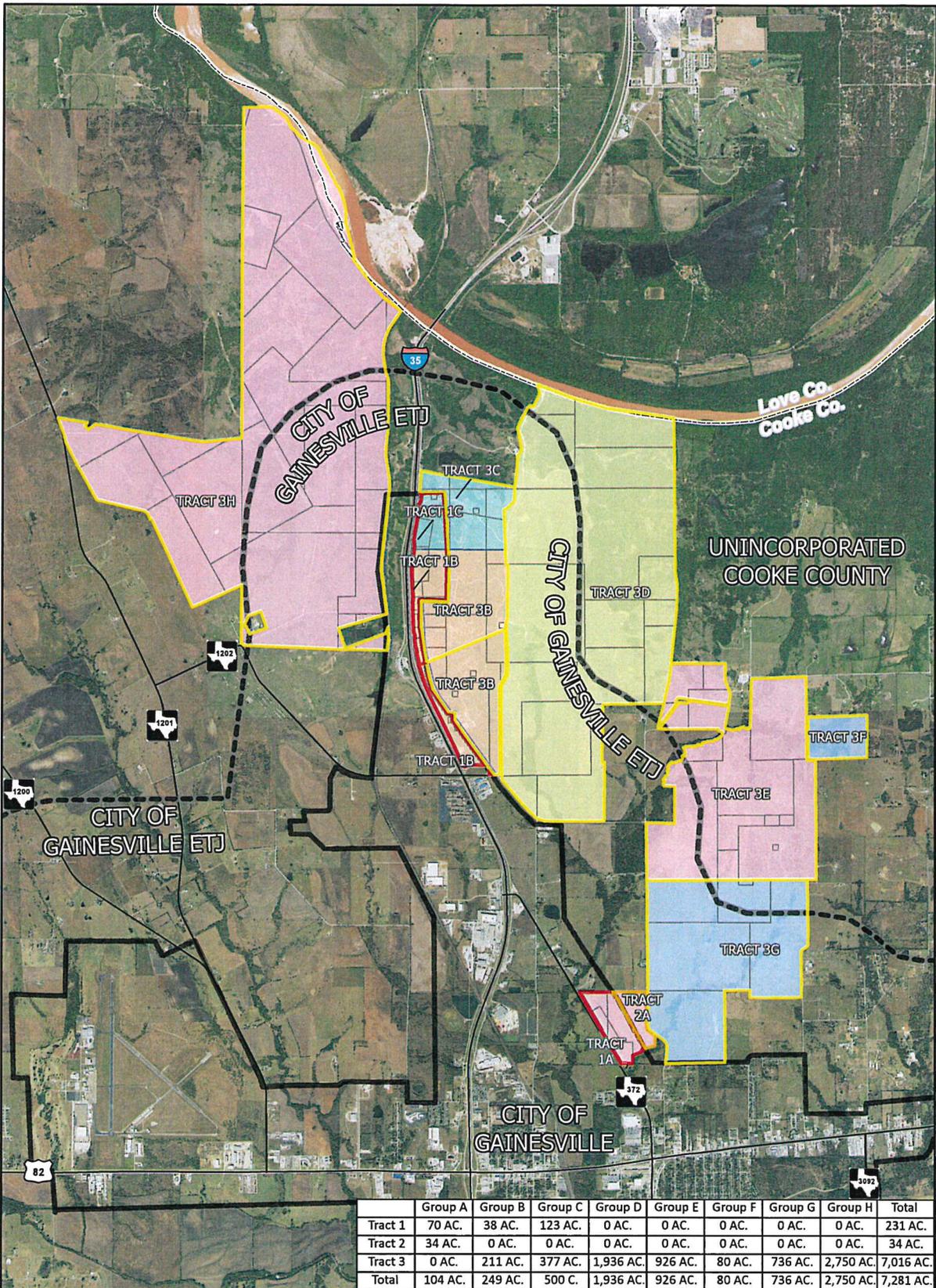
NORTH 16 DEGREES 11 MINUTES 33 SECONDS EAST, A DISTANCE OF 51.42 FEET TO AN ALUMINUM ROW CAP FOR CORNER;

NORTH 02 DEGREES 41 MINUTES 49 SECONDS EAST, A DISTANCE OF 100.00 FEET TO AN ALUMINUM ROW CAP FOR CORNER;

NORTH 10 DEGREES 47 MINUTES 56 SECONDS WEST, A DISTANCE OF 51.42 FEET TO AN ALUMINUM ROW CAP FOR CORNER;

NORTH 02 DEGREES 41 MINUTES 49 SECONDS EAST, A DISTANCE OF 30.81 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 4,560.911 ACRES OF LAND, MORE OR LESS.

“THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED”



OCTOBER 2022

TOTAL APPROX. 7,281 AC.

DATA SOURCE: PARCEL - COOKE COUNTY APPRAISAL DISTRICT, COUNTY LINE - ES&L CITY OF GAINESVILLE LIMITS AND ETJ - CITY OF GAINESVILLE

THIS PRODUCT IS FOR INFORMATIONAL PURPOSES AND MAY NOT HAVE BEEN PREPARED FOR OR BE SUITABLE FOR LEGAL, ENGINEERING OR SURVEYING PURPOSES. IT DOES NOT REPRESENT AN ON-THE-GROUND SURVEY AND REPRESENTS ONLY THE APPROXIMATE RELATIVE LOCATION OF PROPERTY BOUNDARIES.



6910 North Central Expressway, Suite 400
Dallas, Texas 75206
Phone: 469.921.0730 T898 F-2150
LJA-CP

GAINESVILLE ASSEMBLAGE

OWNERSHIP EXHIBIT

LEGEND

- TRACT 1 - IN CITY LIMITS
- TRACT 2 - TO BE ANNEXED INTO CITY
- TRACT 3 - ETJ AND COOKE COUNTY
- COUNTY LINE
- CITY OF GAINESVILLE ETJ
- CITY OF GAINESVILLE
- OWNER
- MESA REAL ESTATE PARTNERS LP
- B-29 PROPERTIES LLC
- SCHMITZ JOHN & SANDY
- STARK ENTERPRISES INC
- TIMBERCREEK REAL ESTATE PARTNERS
- PARCEL



0 2,000 4,000
FEET

AERIAL PHOTOGRAPH DATE: MAP 2018



COOKE COUNTY

FILE: S:\MISLANDMASTER\GIS\Disk\Map\Projects\Map\COOKE\COOKE021021.dwg

**CITY OF GAINESVILLE, TEXAS
RESOLUTION NO. 04-16-2024**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GAINESVILLE, TEXAS; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT RELATING TO THE ELM FORK MUNICIPAL UTILITY DISTRICT.

WHEREAS, the City and Owners are parties to that certain Development Agreement, dated February 21, 2023, related to the development of the Property commonly known as “Elm Fork MUD” and consisting of approximately 7,281 acres in Cooke County described in Exhibit “A” of the Development Agreement (“Property”); and

WHEREAS, the City and Developer entered into the Development Agreement pursuant to Section 212.172 of the Texas Local Government Code; and

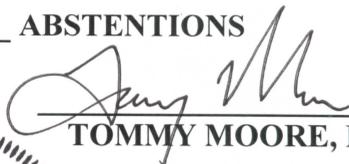
WHEREAS, the City and Developer desire by this First Amendment to incorporate the certification of disclosures required by Section 212.172 of the Texas Local Government Code.

NOW THEREFORE, BE IT RESOVLED BY THE CITY COUNCIL OF THE CITY OF GAINESVILLE, TEXAS, THAT:

The Mayor is authorized to sign the First Amendment to the Development Agreement with MESA Real Estate Partners, L.P., B-29 Properties, LLC., Stark Enterprises, INC., John and Sandra Schmitz, and Timbercreek Real Estate Partners, LLC. as shown in “Attachment A”.

PASSED AND APPROVED THIS 16TH DAY OF APRIL 2024 BY THE FOLLOWING VOTES:

 6 AYES, 0 NAYS, 1 ABSENT, 0 ABSTENTIONS



TOMMY MOORE, MAYOR

ATTEST:


DIANA ALCALA, CITY SECRETARY



Attachment A

**FIRST AMENDMENT TO
DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF GAINESVILLE, TEXAS,
MESA REAL ESTATE PARTNERS, LP,
B-29 PROPERTIES, LLC,
STARK ENTERPRISES, INC.,
JOHN AND SANDRA SCHMITZ, AND
TIMBERCREEK REAL ESTATE PARTNERS, LLC**

This FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (“First Amendment”) is entered into as of April 16, 2024 (“Effective Date”), by and between the City of Gainesville, Texas, a home rule city located in Cooke County (the “City”); Mesa Real Estate Partners, LP, a Delaware limited partnership (“Mesa”); B-29 Properties, LLC, a Texas limited liability company (“B-29”); Stark Enterprises, Inc., a Texas corporation (“Stark”); John and Sandra Schmitz (“Schmitz”); and TimberCreek Real Estate Partners, LLC, a Texas limited liability company (“TimberCreek” and, collectively with Mesa, B-29, Stark, and Schmitz, the “Owners”). The City and Owners are sometimes referred to, individually, as a “Party” and, collectively, as the “Parties.”

RECITALS

WHEREAS, the City and Owners are parties to that certain Development Agreement, dated February 21, 2023, related to the development of the Property commonly known as “Elm Fork MUD” and consisting of approximately 7,281 acres in Cooke County described in Exhibit “A” of the Development Agreement (“Property”); and

WHEREAS, the City and Developer entered into the Development Agreement pursuant to Section 212.172 of the Texas Local Government Code; and

WHEREAS, the City and Developer desire by this First Amendment to incorporate the certification of disclosures required by Section 212.172 of the Texas Local Government Code.

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are acknowledged and agreed to by the Parties, the Parties agree as follows:

1. Amendment. Article VIII, Recitals and Additional Provisions, shall be amended by amending Section 8.7 to read as follows, with underline indicating additions:

8.7 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by ordinance duly adopted by the City Council in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. The Owners represent and warrant that this Agreement has been approved by appropriate action of the Owners, that the individual(s) executing this Agreement on behalf of the Owners have been duly authorized to do so on behalf of their respective principal(s). The Owners

further represent and warrant that its undersigned representatives collectively represent each and every owner of the Property as of the date of its execution. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions and that the performance by the Parties under this Agreement is authorized by and complies with Section 212.172 et. seq. of the Texas Local Government Code, including Section 212.172(b-1).

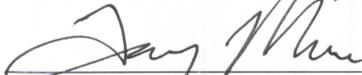
2. Incorporation by Reference. The terms of the Development Agreement (as amended hereby) are hereby incorporated herein by this reference.
3. Development Agreement Affirmed. Except as specifically set forth herein, the Development Agreement is hereby affirmed and deemed to continue in full force and effect.
4. Recording. Pursuant to the requirements of Section 212.172(f) of the Texas Local Government Code, this First Amendment shall be recorded in the deed records of Cooke County.
5. Counterparts. This First Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, as of the date and year set forth in the first page hereof.

“CITY”

CITY OF GAINESVILLE, TEXAS


Tommy Moore, Mayor

ATTEST:


Diana Alcalá, City Secretary

(city seal)



APPROVED AS TO FORM


Susan B. Thomas, Asst. City Attorney

STATE OF TEXAS

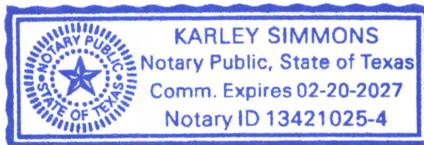
§
§
§

COUNTY OF COOKE

This instrument was acknowledged before me on this 10th day of April, 2024, by Tommy Moore, Mayor of Gainesville, Texas.


Notary Public in and for the State of Texas

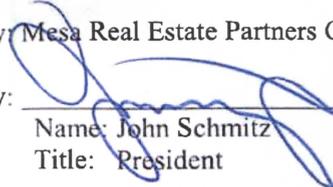
[SEAL]



“OWNER”

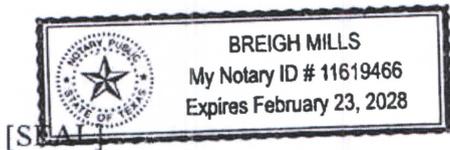
MESA REAL ESTATE PARTNERS, LP

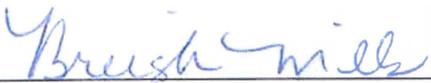
By: Mesa Real Estate Partners GP, LLC

By: 
Name: John Schmitz
Title: President

STATE OF TEXAS §
 §
COUNTY OF COOKE §

This instrument was acknowledged before me on the 1st day of April, 2024 by John Schmitz, President of Mesa Real Estate Partners GP, LLC, a Texas limited liability company, General Partner of Mesa Real Estate Partners, LP, a Delaware limited partnership, on behalf of said limited partnership.




Notary Public in and for the State of Texas

“OWNER”

B-29 PROPERTIES, LLC

By: _____

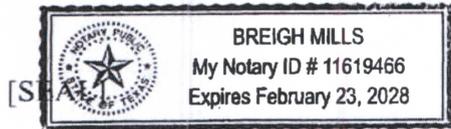
Name: John Schmitz

Title: President

STATE OF TEXAS §

COUNTY OF COOKE §

This instrument was acknowledged before me on the 1st day of April, 2024 by John Schmitz, President of B-29 Properties, LLC, a Texas limited liability company, on behalf of said limited liability company.



Breigh Mills
Notary Public in and for the State of Texas

“OWNER”

STARK ENTERPRISES, INC.

By: _____

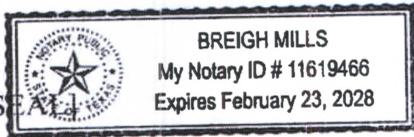
Name: John Schmitz

Title: President

STATE OF TEXAS §

COUNTY OF COOKE §

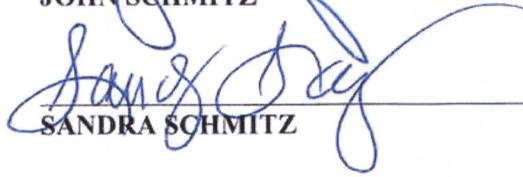
This instrument was acknowledged before me on the 1st day of April, 2024 by John Schmitz, President of Stark Enterprises, Inc., a Texas corporation, on behalf of said corporation.



Breigh Mills
Notary Public in and for the State of Texas

“OWNER”

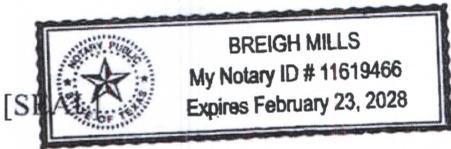


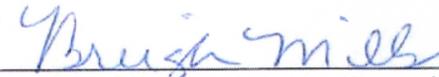
JOHN SCHMITZ


SANDRA SCHMITZ

STATE OF TEXAS §
 §
COUNTY OF COOKE §

This instrument was acknowledged before me on the 1st day of April, 2024 by John Schmitz and Sandra Schmitz, each in his/her individual capacity.





Notary Public in and for the State of Texas

“OWNER”

TIMBERCREEK REAL ESTATE PARTNERS,
LLC

By:  _____

Name: Cody Ortowski
Title: Manager

STATE OF TEXAS §
 §
COUNTY OF Tarrant §

This instrument was acknowledged before me on the 27 day of March, 2024 by Cody Ortowski, Manager of TimberCreek Real Estate Partners, LLC, a Texas limited liability company, on behalf of said limited liability company.

 _____
Notary Public in and for the State of Texas

[SEAL]

