

1 AN ACT

2 relating to the creation of the Celina Municipal Management
3 District No. 2; providing authority to issue bonds and impose
4 assessments, fees, and taxes.

5 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

6 SECTION 1. Subtitle C, Title 4, Special District Local Laws
7 Code, is amended by adding Chapter 3798 to read as follows:

8 CHAPTER 3798. CELINA MUNICIPAL MANAGEMENT DISTRICT NO. 2

9 SUBCHAPTER A. GENERAL PROVISIONS

10 Sec. 3798.001. DEFINITIONS. In this chapter:

11 (1) "Board" means the district's board of directors.

12 (2) "City" means the City of Celina, Texas.

13 (3) "Commission" means the Texas Commission on
14 Environmental Quality.

15 (4) "Director" means a board member.

16 (5) "District" means the Celina Municipal Management
17 District No. 2.

18 Sec. 3798.002. CREATION AND NATURE OF DISTRICT. The
19 district is a special district created under Sections 52 and 52-a,
20 Article III, and Section 59, Article XVI, Texas Constitution.

21 Sec. 3798.003. PURPOSE; LEGISLATIVE FINDINGS. (a) The
22 creation of the district is essential to accomplish the purposes of
23 Sections 52 and 52-a, Article III, and Section 59, Article XVI,
24 Texas Constitution, and other public purposes stated in this

1 chapter. By creating the district and in authorizing the city and
2 other political subdivisions to contract with the district, the
3 legislature has established a program to accomplish the public
4 purposes set out in Section 52-a, Article III, Texas Constitution.

5 (b) The creation of the district is necessary to promote,
6 develop, encourage, and maintain employment, commerce,
7 transportation, housing, tourism, recreation, the arts,
8 entertainment, economic development, safety, and the public
9 welfare in the district.

10 (c) This chapter and the creation of the district may not be
11 interpreted to relieve the city from providing the level of
12 services provided to the area in the district as of the effective
13 date of the Act enacting this chapter. The district is created to
14 supplement and not to supplant the city services provided in the
15 district.

16 Sec. 3798.004. FINDINGS OF BENEFIT AND PUBLIC PURPOSE. (a)
17 The district is created to serve a public use and benefit.

18 (b) All land and other property included in the district
19 will benefit from the improvements and services to be provided by
20 the district under powers conferred by Sections 52 and 52-a,
21 Article III, and Section 59, Article XVI, Texas Constitution, and
22 other powers granted under this chapter.

23 (c) The district is created to accomplish the purposes of a
24 municipal management district as provided by general law and
25 Sections 52 and 52-a, Article III, and Section 59, Article XVI,
26 Texas Constitution.

27 (d) The creation of the district is in the public interest

1 and is essential to:

2 (1) further the public purposes of developing and
3 diversifying the economy of the state;

4 (2) eliminate unemployment and underemployment;

5 (3) develop or expand transportation and commerce; and

6 (4) provide quality residential housing.

7 (e) The district will:

8 (1) promote the health, safety, and general welfare of
9 residents, employers, potential employees, employees, visitors,
10 and consumers in the district, and of the public;

11 (2) provide needed funding for the district to
12 preserve, maintain, and enhance the economic health and vitality of
13 the district territory as a community and business center; and

14 (3) promote the health, safety, welfare, and enjoyment
15 of the public by providing pedestrian ways and by landscaping and
16 developing certain areas in the district, which are necessary for
17 the restoration, preservation, and enhancement of scenic beauty.

18 (f) Pedestrian ways along or across a street, whether at
19 grade or above or below the surface, and street lighting, street
20 landscaping, parking, and street art objects are parts of and
21 necessary components of a street and are considered to be a street
22 or road improvement.

23 (g) The district will not act as the agent or
24 instrumentality of any private interest even though the district
25 will benefit many private interests as well as the public.

26 Sec. 3798.005. DISTRICT TERRITORY. (a) The district is
27 composed of the territory described by Section 2 of the Act enacting

1 this chapter, as that territory may have been modified under other
2 law.

3 (b) The boundaries and field notes contained in Section 2 of
4 the Act enacting this chapter form a closure. A mistake in the
5 field notes or in copying the field notes in the legislative process
6 does not affect the district's:

7 (1) organization, existence, or validity;

8 (2) right to contract;

9 (3) authority to borrow money or issue bonds or other
10 obligations described by Section 3798.251 or to pay the principal
11 and interest of the bonds or other obligations;

12 (4) right to impose or collect an assessment, or
13 collect other revenue; or

14 (5) legality or operation.

15 Sec. 3798.006. APPLICABILITY OF MUNICIPAL MANAGEMENT
16 DISTRICTS LAW. Except as otherwise provided by this chapter,
17 Chapter 375, Local Government Code, applies to the district.

18 Sec. 3798.007. CONSTRUCTION OF CHAPTER. This chapter shall
19 be liberally construed in conformity with the findings and purposes
20 stated in this chapter.

21 Sec. 3798.008. CONFLICTS OF LAW. This chapter prevails
22 over any provision of Chapter 375, Local Government Code, that is in
23 conflict or inconsistent with this chapter.

24 Sec. 3798.009. CONSENT OF MUNICIPALITY REQUIRED. The board
25 may not hold an election to authorize the issuance of bonds until
26 the governing body of the city by ordinance or resolution consents
27 to the creation of the district and to the inclusion of land in the

1 district. The city's consent must be granted in the manner provided
2 by Section 54.016, Water Code, for including land within the
3 corporate limits or extraterritorial jurisdiction of a city.

4 Sec. 3798.010. EFFECT OF ANNEXATION. Notwithstanding any
5 other law, if all or any part of the territory of the district is
6 annexed by the city into the city's corporate limits, the district
7 retains all of the district's outstanding debt and obligations and
8 continues to operate under this chapter until the district is
9 dissolved under Subchapter G.

10 SUBCHAPTER B. BOARD OF DIRECTORS

11 Sec. 3798.051. GOVERNING BODY; TERMS. The district is
12 governed by a board of five directors who serve staggered terms of
13 four years, with two or three directors' terms expiring June 1 of
14 each even-numbered year. One director is appointed by the city, and
15 four directors are appointed by the commission as provided by
16 Sections 3798.052 and 3798.053, respectively.

17 Sec. 3798.052. APPOINTMENT AND REMOVAL OF DIRECTOR
18 APPOINTED BY CITY. (a) The governing body of the city shall
19 appoint one director who must be:

20 (1) at least 18 years of age; and

21 (2) a resident of the city.

22 (b) At any time the governing body of the city may remove the
23 director appointed by the city and appoint a director to serve the
24 remainder of the removed director's term.

25 Sec. 3798.053. APPOINTMENT BY COMMISSION. (a) Before the
26 term of a director other than a director appointed under Section
27 3798.052 expires, the board shall recommend to the commission the

1 appropriate number of persons to serve as successor directors. The
2 commission shall appoint as directors the persons recommended by
3 the board.

4 (b) A person recommended by the board under Subsection (a)
5 must be:

6 (1) at least 18 years of age;

7 (2) an owner of property in the district;

8 (3) an owner of stock, whether beneficial or
9 otherwise, of a corporate owner of property in the district;

10 (4) an owner of a beneficial interest in a trust that
11 owns property in the district; or

12 (5) an agent, employee, or tenant of a person
13 described by Subdivision (2), (3), or (4).

14 Sec. 3798.054. VACANCY. If a vacancy occurs on the board,
15 the remaining directors shall appoint a director for the remainder
16 of the unexpired term.

17 Sec. 3798.055. DIRECTOR'S OATH OR AFFIRMATION. (a) A
18 director shall file the director's oath or affirmation of office
19 with the district, and the district shall retain the oath or
20 affirmation in the district records.

21 (b) A director shall file a copy of the director's oath or
22 affirmation with the secretary of the city.

23 Sec. 3798.056. OFFICERS. The board shall elect from among
24 the directors a chair, a vice chair, and a secretary. The offices
25 of chair and secretary may not be held by the same person.

26 Sec. 3798.057. COMPENSATION; EXPENSES. (a) The district
27 may compensate each director in an amount not to exceed \$50 for each

1 board meeting. The total amount of compensation a director may
2 receive each year may not exceed \$2,000.

3 (b) A director is entitled to reimbursement for necessary
4 and reasonable expenses incurred in carrying out the duties and
5 responsibilities of the board.

6 Sec. 3798.058. LIABILITY INSURANCE. The district may
7 obtain and pay for comprehensive general liability insurance
8 coverage from a commercial insurance company or other source that
9 protects and insures a director against personal liability and from
10 all claims relating to:

11 (1) actions taken by the director in the director's
12 capacity as a member of the board;

13 (2) actions and activities taken by the district; or

14 (3) the actions of others acting on behalf of the
15 district.

16 Sec. 3798.059. NO EXECUTIVE COMMITTEE. The board may not
17 create an executive committee to exercise the powers of the board.

18 Sec. 3798.060. BOARD MEETINGS. The board shall hold
19 meetings at a place that is accessible to the public and located in
20 the district or in the city.

21 Sec. 3798.061. INITIAL DIRECTORS. (a) On or after
22 September 1, 2017, the owner or owners of a majority of the assessed
23 value of the real property in the district according to the most
24 recent certified tax appraisal rolls for the county may submit a
25 petition to the commission requesting that the commission appoint
26 as initial directors the four persons named in the petition. The
27 commission shall appoint as initial directors the four persons

1 named in the petition.

2 (b) The governing body of the city shall appoint one initial
3 director.

4 (c) The initial directors shall determine by lot which three
5 positions expire June 1, 2019, and which two positions expire June
6 1, 2021.

7 (d) This section expires September 1, 2019.

8 SUBCHAPTER C. POWERS AND DUTIES

9 Sec. 3798.101. GENERAL POWERS AND DUTIES. The district has
10 the powers and duties necessary to accomplish the purposes for
11 which the district is created.

12 Sec. 3798.102. IMPROVEMENT PROJECTS AND SERVICES. (a)
13 Subject to Subsection (b), the district may provide, design,
14 construct, acquire, improve, relocate, operate, maintain, or
15 finance an improvement project or service using money available to
16 the district, or contract with a governmental or private entity to
17 provide, design, construct, acquire, improve, relocate, operate,
18 maintain, or finance an improvement project or service authorized
19 under this chapter or Chapter 375, Local Government Code.

20 (b) The district may not construct or finance an improvement
21 project, other than a water, sewer, or drainage facility or road,
22 unless the governing body of the city by ordinance or resolution
23 consents to the construction or financing.

24 (c) The district may issue bonds, notes, or other
25 obligations to maintain or repair an existing improvement project
26 only if the governing body of the city by ordinance or resolution
27 consents to the issuance.

1 Sec. 3798.103. LOCATION OF IMPROVEMENT PROJECT. A district
2 improvement project may be located inside or outside of the
3 district.

4 Sec. 3798.104. OWNERSHIP OF IMPROVEMENT PROJECTS. (a)
5 Before a district improvement project may be put into operation,
6 the district must transfer ownership of the project to the city.

7 (b) The transfer of ownership is complete on the city's
8 acceptance of ownership.

9 Sec. 3798.105. RETAIL WATER AND SEWER SERVICES PROHIBITED.
10 The district may not provide retail water or sewer services.

11 Sec. 3798.106. ADDING OR REMOVING TERRITORY. (a) Subject
12 to Subsections (b), (c), and (d), the board may add or remove
13 territory as provided by Subchapter J, Chapter 49, Water Code.

14 (b) The district may add territory as described by
15 Subsection (a) only if the governing body of the city by ordinance
16 or resolution consents to the addition.

17 (c) The district and all districts created under Subchapter
18 D collectively may add a total area of not more than 100 acres.

19 (d) Territory added under Subsection (a) must be contiguous
20 to the district at the time of the addition.

21 Sec. 3798.107. NO EMINENT DOMAIN. The district may not
22 exercise the power of eminent domain.

23 SUBCHAPTER D. DIVISION OF DISTRICT INTO MULTIPLE DISTRICTS

24 Sec. 3798.151. DIVISION OF DISTRICT; PREREQUISITES. The
25 district, including territory added to the district under Section
26 3798.106, may be divided into two or more new districts only if the
27 district has no outstanding bonded debt. Territory previously

1 added to the district under Section 3798.106 may be included in a
2 new district.

3 Sec. 3798.152. LAW APPLICABLE TO NEW DISTRICT. This
4 chapter applies to any new district created by division of the
5 district, and a new district has all the powers and duties of the
6 district.

7 Sec. 3798.153. DIVISION PROCEDURES. (a) The board, on its
8 own motion or on receipt of a petition signed by an owner of real
9 property in the district, may adopt an order proposing to divide the
10 district.

11 (b) If the board decides to divide the district, the board
12 shall:

13 (1) set the terms of the division, including names for
14 the new districts and a plan for the payment or performance of any
15 outstanding district obligations;

16 (2) prepare a metes and bounds description for each
17 proposed district; and

18 (3) appoint four initial directors for each new
19 district.

20 (c) The governing body of the city shall appoint one
21 director for each new district.

22 Sec. 3798.154. CONTRACT AUTHORITY OF NEW DISTRICTS. The
23 new districts may contract with each other for any matter the boards
24 of the new districts consider appropriate, including the joint
25 construction or financing of a utility improvement.

26 SUBCHAPTER E. GENERAL FINANCIAL PROVISIONS; ASSESSMENTS

27 Sec. 3798.201. DISBURSEMENTS AND TRANSFERS OF MONEY. The

1 board by resolution shall establish the number of directors'
2 signatures and the procedure required for a disbursement or
3 transfer of the district's money.

4 Sec. 3798.202. MONEY USED FOR IMPROVEMENTS OR SERVICES.

5 The district may acquire, construct, or finance an improvement
6 project or service authorized by this chapter or Chapter 375, Local
7 Government Code, using any money available to the district.

8 Sec. 3798.203. METHOD OF NOTICE FOR HEARING. The district

9 may mail the notice required by Section 375.115(c), Local
10 Government Code, by certified or first class United States mail.
11 The board shall determine the method of notice.

12 Sec. 3798.204. ASSESSMENTS; LIENS FOR ASSESSMENTS. (a)

13 The board by resolution may impose and collect an assessment for any
14 purpose authorized by this chapter in all or any part of the
15 district.

16 (b) An assessment, a reassessment, or an assessment

17 resulting from an addition to or correction of the assessment roll
18 by the district, penalties and interest on an assessment or
19 reassessment, an expense of collection, and reasonable attorney's
20 fees incurred by the district are:

21 (1) a first and prior lien against the property
22 assessed;

23 (2) superior to any other lien or claim other than a
24 lien or claim for county, school district, or municipal ad valorem
25 taxes; and

26 (3) the personal liability of and a charge against the
27 owners of the property even if the owners are not named in the

1 assessment proceedings.

2 (c) The lien is effective from the date of the board's
3 resolution imposing the assessment until the date the assessment is
4 paid. The board may enforce the lien in the same manner that the
5 board may enforce an ad valorem tax lien against real property.

6 (d) The board may make a correction to or deletion from the
7 assessment roll that does not increase the amount of assessment of
8 any parcel of land without providing notice and holding a hearing in
9 the manner required for additional assessments.

10 (e) The district may not impose an assessment on a
11 municipality, county, or other political subdivision.

12 Sec. 3798.205. NOTICE OF ASSESSMENTS. Annually, the board
13 shall file with the secretary of the city written notice that
14 specifies the assessments the district will impose in the
15 district's next fiscal year in sufficient clarity to describe the
16 assessments for the operation and maintenance of the district and
17 the assessments for the payment of debt service of obligations
18 issued or incurred by the district.

19 SUBCHAPTER F. TAXES AND BONDS

20 Sec. 3798.251. BONDS AND OTHER OBLIGATIONS. (a) The
21 district may issue, by public or private sale, bonds, notes, or
22 other obligations payable wholly or partly from ad valorem taxes or
23 assessments in the manner provided by Subchapter A, Chapter 372, or
24 Subchapter J, Chapter 375, Local Government Code. Sections
25 375.207(a) and (b), Local Government Code, do not apply to the
26 district.

27 (b) In exercising the district's borrowing power, the

1 district may issue a bond or other obligation in the form of a bond,
2 note, certificate of participation or other instrument evidencing a
3 proportionate interest in payments to be made by the district, or
4 other type of obligation.

5 (c) In addition to the sources of money described by
6 Subchapter A, Chapter 372, and Subchapter J, Chapter 375, Local
7 Government Code, district bonds may be secured and made payable
8 wholly or partly by a pledge of any part of the money the district
9 receives from improvement revenue or from any other source.

10 (d) Not later than the 30th day before the date the district
11 holds a bond sale, the district shall provide the governing body of
12 the city written notice of the sale.

13 SUBCHAPTER G. DISSOLUTION

14 Sec. 3798.301. DISSOLUTION BY CITY ORDINANCE. (a) The
15 governing body of the city may dissolve the district by ordinance.

16 (b) The governing body may not dissolve the district until:

17 (1) water, sanitary, sewer, and drainage improvements
18 and roads have been constructed to serve at least 90 percent of the
19 developable territory of the district; and

20 (2) the district has reimbursed each party that has an
21 agreement with the district for all costs advanced to or on behalf
22 of the district.

23 (c) Until the district is dissolved, the district is
24 responsible for all bonds and other obligations of the district.

25 Sec. 3798.302. COLLECTION OF ASSESSMENTS AND OTHER REVENUE.

26 (a) If the dissolved district has bonds or other obligations
27 outstanding secured by and payable from assessments or other

1 revenue, other than revenue from ad valorem taxes, the city shall
2 succeed to the rights and obligations of the district regarding
3 enforcement and collection of the assessments or other revenue.

4 (b) The city shall have and exercise all district powers to
5 enforce and collect the assessments or other revenue to pay:

6 (1) the bonds or other obligations when due and
7 payable according to their terms; or

8 (2) special revenue or assessment bonds or other
9 obligations issued by the city to refund the outstanding bonds or
10 obligations.

11 Sec. 3798.303. ASSUMPTION OF ASSETS AND LIABILITIES. (a)
12 After the city dissolves the district, the city assumes, subject to
13 the appropriation and availability of funds, the obligations of the
14 district, including any bonds or other debt payable from
15 assessments or other district revenue.

16 (b) If the city dissolves the district, the board shall
17 transfer ownership of all district property to the city.

18 SUBCHAPTER Z. SPECIAL BOND PROVISIONS

19 Sec. 3798.901. APPLICABILITY. This subchapter applies only
20 to bonds payable wholly or partly from revenue derived from
21 assessments on real property in the district.

22 Sec. 3798.902. CONFLICT OF LAWS. In the event of a conflict
23 between this subchapter and any other law, this subchapter
24 prevails.

25 Sec. 3798.903. WRITTEN AGREEMENT REGARDING SPECIAL
26 APPRAISALS. Before the district may issue bonds, the district and
27 any person to whom the board intends that proceeds of the bonds be

1 distributed, including the developer, another owner of land in the
2 district, and any entity acting as a lender to the developer or
3 other landowner for the purpose of a project relating to the
4 district, must enter into a written agreement that:

5 (1) waives for the term of the agreement the right to a
6 special appraisal with respect to taxation by the district under
7 Subchapters B, C, D, E, F, and H, Chapter 23, Tax Code; and

8 (2) remains in effect for 30 years and is binding on
9 the parties, on entities related to or affiliated with the parties,
10 and on their successors and assignees.

11 Sec. 3798.904. REQUIREMENTS FOR ADVERTISING BOND ISSUE. A
12 district may not advertise for an issuance of bonds until the
13 completion of at least 25 percent of the projected value of the
14 improvements, including houses and other buildings, that are liable
15 for district assessments and necessary to support the district
16 bonds.

17 Sec. 3798.905. REQUIREMENTS FOR BOND ISSUE. The district
18 may not issue bonds until:

19 (1) the district submits to the commission:

20 (A) an engineer's report describing the project
21 for which the bonds will provide funding, including data, profiles,
22 maps, plans, and specifications related to the project; and

23 (B) a cash flow analysis to determine the
24 projected rate of assessment, which includes the following
25 assumptions:

26 (i) each ending balance for debt service in
27 the analysis is not less than 25 percent of the following year's

1 debt service requirement;

2 (ii) interest income is only shown on the
3 ending balance for debt service for the first two years; and

4 (iii) the projected rate of assessment is
5 level or decreasing for the life of the bonds issued by the
6 district;

7 (2) the completion of at least 75 percent of the
8 projected value of the improvements, including houses and other
9 buildings, that are liable for district assessments and necessary
10 to support the district bonds; and

11 (3) the district has obtained an independent market
12 study from a firm recognized in the area of real estate market
13 analysis supporting the development projects for the real property
14 that is liable for district assessments and necessary to support
15 the district bonds.

16 Sec. 3798.906. REQUIREMENTS FOR COLLECTION OF REVENUE TO
17 PAY BONDS. The district may not collect an assessment to be used
18 for the payment of bonds until:

19 (1) the completion of at least 95 percent of the
20 underground water, wastewater, and drainage facilities financed
21 from bond proceeds that are necessary to serve the projected
22 build-out, as certified by the district's engineer;

23 (2) the district or other appropriate party has
24 secured the groundwater, surface water, and water discharge permits
25 that are necessary to secure capacity to support the projected
26 build-out;

27 (3) the completion of at least 95 percent of lift

1 station, water plant, and sewage treatment plant capacity
2 sufficient to serve the connections constructed in the project for
3 a period of not less than 18 months, as certified by the district's
4 engineer; and

5 (4) the completion of at least 95 percent of the
6 streets and roads that are necessary to provide access to the areas
7 served by utilities and financed by the proceeds of bonds issued by
8 the district, as certified by the district's engineer and
9 constructed in accordance with municipal or county standards.

10 SECTION 2. The Celina Municipal Management District No. 2
11 initially includes all the territory contained in the following
12 area:

13 BEING a tract of land situated in the William H. Herron Survey,
14 Abstract No. 380, the Daniel Howell Survey, Abstract No. 394, Mary
15 Howell Survey, Abstract No. 396 Benjamin Haile Survey, Abstract
16 No. 397, Martha Herron Survey, Abstract No. 415, George Jay Survey,
17 Abstract No. 488 and the Isaac Walker Survey, Abstract No. 1056,
18 City of Celina, Collin County, Texas, and being all of a called
19 450.71-acre tract of land, conveyed to Central Frisco, Ltd., as
20 evidenced in a Special Warranty Deed, recorded in Instrument
21 No. 2008030600026870 of the Official Public Records of Collin
22 County, Texas, all of a called "Tract A" (43.777 acres) and a called
23 "Tract B" (2.500 acres), conveyed to Eland Energy, Inc., as
24 evidenced in a Special Warranty Deed, recorded in Instrument
25 No. 20150722000903310 of the Official Public Records of Collin
26 County, Texas, all of a called 272.545-acre tract of land, conveyed
27 to Eland Energy, Inc., as evidenced in a Special Warranty Deed,

1 recorded in Instrument No. 20150722000903300 of the Official
2 Public Records of Collin County, Texas, all of a called
3 154.059-acre tract of land, conveyed to Central Frisco, Ltd., as
4 evidenced in a Special Warranty Deed, recorded in Instrument
5 No. 20070725001023610 of the Official Public Records of Collin
6 County, Texas, all of a called "Tract One" (78.613 acres), a called
7 "Tract Two" (66.676 acres), a called "Tract Three" (59.916 acres),
8 a called "Tract Four" (0.937 acre), and a called "Tract Five"
9 (18.748 acres), conveyed to Eland Energy, Inc., as evidenced in a
10 General Warranty Deed, recorded in Instrument
11 No. 20141002001081250 of the Official Public Records of Collin
12 County, Texas, all of a called 6.000-acre tract of land, conveyed to
13 Central Frisco, Ltd., as evidenced in a General Warranty Deed,
14 recorded in Instrument No. 20110831000926240 of the Official
15 Public Records of Collin County, Texas, all of a called 62.434-acre
16 tract of land, conveyed to Eland Energy, Inc., as evidenced in a
17 General Warranty Deed, recorded in Instrument
18 No. 20141002001081260 of the Official Public Records of Collin
19 County, Texas, and all of a called 167.027-acre tract of land,
20 conveyed to Eland Energy, Inc., as evidenced in a General Warranty
21 Deed, recorded in Instrument No. 20141002001081290 of the Official
22 Public Records of Collin County, Texas, all of a called 30-foot wide
23 street easement located along the westerly side of said "Tract
24 One", conveyed to County, of Collin, Texas, recorded in County
25 Clerk's File No. 96-0067344 of the Land Records of Collin County,
26 Texas, all of a called 30-foot wide street easement located along
27 the westerly side of said "Tract Five", conveyed to County, of

1 Collin, Texas, recorded in County Clerk's File No. 96-0067345 of
2 the Land Records of Collin County, Texas, the portion of F. M. 455
3 (a called 90-foot wide right of way) situated between said "Tract
4 One", "Tract Two", Tract Three" and "Tract Four", the portion of
5 said F. M. 455 along the southerly line of said 167.027-acre tract
6 and the westerly portion of said F. M. 455 along the easterly line
7 of said 167.027-acre tract, and being more particularly described
8 by metes and bounds as follows:

9 BEGINNING at the westernmost, northwest corner of said 450.71-acre
10 Central Frisco, Ltd., tract, same being the southwest corner of a
11 called 50.487-acre tract of land, conveyed to Preston Acreage, L.P.
12 & Spartan Texas Six-Celina, Ltd., as evidenced in a General
13 Warranty Deed, recorded in Volume 5239, Page 1060 of the Land
14 Records of Collin County, Texas, same also being on the easterly
15 right of way line of State Highway 289 (Preston Road);

16 THENCE South 89°58'20" East, departing the easterly right of way
17 line of said State Highway 289 (Preston Road), along a northerly
18 line of said 450.71-acre tract and the southerly line of said
19 50.487-acre tract, a distance of 985.28 feet to the southeast
20 corner of said 50.487-acre tract;

21 THENCE North 00°33'31" East, along a westerly line of said
22 450.71-acre tract and the easterly line of said 50.487-acre tract,
23 a distance of 2607.81 feet to the northeast corner of said
24 50.487-acre tract and the northernmost, northwest corner of said
25 450.71-acre tract, same being in County Road No. 100, a public use
26 right of way, no record found, same also being on the southerly line
27 of a called 33.356-acre tract of land, conveyed to CR 100

1 Thirty-Three Partners, LP, as evidenced in a Special Warranty Deed,
2 recorded in Instrument No. 20150224000195720 of the Official
3 Public Records of Collin County, Texas;
4 THENCE North 88°52'34" East, along the northerly line of said
5 450.71-acre tract, the southerly line of said 33.356-acre tract and
6 generally along said County Road No. 100, a distance of 1066.91
7 feet to the southeast corner of said 33.356-acre tract;
8 THENCE North 88°40'20" East, continuing along the northerly line of
9 said 450.71-acre tract, the southerly line of a called 93.277-acre
10 tract of land, conveyed to Bellaire Partners, L.L.C., as evidenced
11 in a Special Warranty Deed, recorded in Instrument
12 No. 20160222000196050 of the Official Public Records of Collin
13 County, Texas, and continuing along said County Road No. 100, a
14 distance of 1587.35 feet to the northeast corner of said
15 450.71-acre tract, and the southeast corner of said 93.277-acre
16 tract, same being the intersection of said County Road No. 100 with
17 County Road No. 97, a public use right of way, no record found;
18 THENCE South 00°26'10" West, Along the easterly line of said
19 450.71-acre tract, the westerly line of Sharrock Addition, an
20 addition to the City of Celina, Texas, according to the Final Plat,
21 recorded in Volume 2016, Page 80 of the Plat Records of Collin
22 County, Texas, and the westerly line of a called 15.00-acre tract of
23 land, conveyed to Carolyn A. Tipton and Joel C. Molinar, as
24 evidenced in a deed recorded in Volume 4698, Page 2781 of the Land
25 Records of Collin County, Texas, and generally along said County
26 Road No. 97, a distance of 780.68 feet to the northwest corner of a
27 called 40.11-acre tract of land, conveyed to N. E. Coit & CR 101,

1 LP, as evidenced in a General Warranty Deed, recorded in Instrument
2 No. 20081014001224170 of the Official Public Records of Collin
3 County, Texas;

4 THENCE South 00°04'54" West, continuing along the easterly line of
5 said 450.71-acre tract, along the westerly line of said 40.11-acre
6 tract and continuing along said County Road No. 97, a distance of
7 1861.34 feet to the southwest corner of said 40.11-acre tract, same
8 being the northwest corner of aforesaid "Tract A" (43.777 acres)
9 Eland Energy, Inc., tract, same being the intersection of said
10 County Road No. 97 with County Road No. 101, a public use right of
11 way, no record found;

12 THENCE North 89°35'03" East, departing the easterly line of said
13 450.71-acre tract, along the northerly line of said "Tract A", the
14 southerly line of said 40.11-acre tract, and generally along said
15 County Road No. 101, a distance of 402.01 feet to a corner;

16 THENCE North 89°36'37" East, continuing along the northerly line of
17 said "Tract A", the southerly line of said 40.11-acre tract and said
18 County Road No. 101, a distance of 401.65 feet to the northernmost,
19 northeast corner of said "Tract A", same being the northwest corner
20 of a called 7.498-acre tract of land, conveyed to Tom Harper, as
21 evidenced in a General Warranty Deed, recorded in County Clerk's
22 File No. 93-0036670 of the Land Records of Collin County, Texas;

23 THENCE South 00°07'56" East, departing said County Road No. 101,
24 along the easterly line of said "Tract A" and the westerly line of
25 said 7.498-acre tract, a distance of 541.77 feet to the southwest
26 corner of said 7.498-acre tract;

27 THENCE North 89°38'16" East, along a northerly line of said "Tract

1 A" and the southerly line of said 7.498-acre tract, a distance of
2 630.23 feet to the easternmost, northeast corner of said "Tract A"
3 and the southeast corner of said 7.498-acre tract, same being on a
4 westerly line of aforesaid 272.545-acre, Eland Energy, Inc., tract;
5 THENCE North 00°01'23" West, along an easterly line of said
6 7.498-acre tract and the westerly line of said 272.545-acre tract,
7 a distance of 116.61 feet to a corner on the southerly line of a
8 called 2.661-acre tract of land, conveyed to Collin County, Texas,
9 as evidenced in a General Warranty Deed, recorded in Volume 5309,
10 Page 7316 of the Land Records of Collin County, Texas;
11 THENCE South 60°05'11" East, continuing along the westerly line of
12 said 272.545-acre tract and along the southerly line of said
13 2.661-acre tract, a distance of 230.59 feet to a corner;
14 THENCE North 88°50'05" East, continuing along the westerly line of
15 said 272.545-acre tract and along the southerly line of said
16 2.661-acre tract, a distance of 10.17 feet to the southeast corner
17 of said 2.661-acre tract;
18 THENCE North 00°20'59" West, continuing along the westerly line of
19 said 272.545-acre tract and along the easterly line of said
20 2.661-acre tract, a distance of 539.73 feet to the northwest corner
21 of said 272.545-acre tract and the northeasterly corner of said
22 2.661-acre tract, same being on the occupied southerly line of
23 aforesaid County Road No. 101;
24 THENCE North 89°30'33" East, along the northerly line of said
25 272.545-acre tract and along the southerly line of said County Road
26 No. 101, a distance of 1020.62 feet to the northeast corner of said
27 242.545-acre tract, same being on the westerly line of called

1 Tracts 1, 2, and 3, conveyed to Joe E. Stalling and wife, Janice K.
2 Stalling, as evidenced in a General Warranty Deed with Vendor's
3 Lien, recorded in County Clerk's File No. 93-0075959 of the Land
4 Records of Collin County, Texas;

5 THENCE South $00^{\circ}31'02''$ East, along the easterly line of said
6 242.545-acre tract, the westerly line of said Tracts 1, 2, and 3,
7 the westerly line of a called 9.943-acre tract of land conveyed to
8 Daniel DW Simons and Misty Simons, as evidenced in a General
9 Warranty Deed, recorded in Instrument No. 20070816001143760 of the
10 Official Public Records of Collin County, Texas, the westerly line
11 of Tract 1 and Tract 2, conveyed to Michael M. Patterson and Charles
12 Dawson, as evidenced in a General Warranty Deed, recorded in
13 Instrument No. 20060630000904460 of the Official Public Records of
14 Collin County, Texas, the westerly line of a called 10.692-acre
15 tract of land, conveyed to John D. Dove, as evidenced in a General
16 Warranty Deed, recorded in Volume 3981, Page 359 of the Land Records
17 of Collin County, Texas, and generally along the centerline of said
18 County Road No. 101, a distance of 1945.32 feet to the northwest
19 corner of aforesaid 154.059-acre Central Frisco, Ltd., tract and
20 the southwest corner of said 10.692-acre tract, same being the
21 intersection of said County Road No. 101 with County Road No. 130,
22 a public use right of way, no record found;

23 THENCE North $89^{\circ}37'24''$ East, along the northerly line of said
24 154.059-acre tract, the southerly line of said 10.692-acre tract,
25 and generally along said County Road No. 130, a distance of 776.70
26 feet to a corner;

27 THENCE North $89^{\circ}39'58''$ East, continuing along the northerly line of

1 said 154.059-acre tract and the northerly line of aforesaid "Tract
2 B", Eland Energy, Inc., tract and continuing generally along said
3 County Road No. 130, a distance of 1861.15 feet to the northeast
4 corner of said 154.059-acre tract, same being the northwest corner
5 of aforesaid 62.434-acre Eland Energy, Inc., tract;
6 THENCE North 89°30'30" East, along the northerly line of said
7 62.434-acre tract and continuing generally along said County Road
8 No. 130, a distance of 1909.83 feet to the northernmost, northeast
9 corner of said 62.434-acre tract, same being the northwest corner
10 of a tract of land, conveyed to Porfirio Paulino and wife, Ojilvoa
11 Paulino, as evidenced in a General Warranty Deed, recorded in
12 Volume 5674, Page 3250 of the Land Records of Collin County, Texas;
13 THENCE South 00°29'02" East, departing said County Road No. 130,
14 along an easterly line of said 62.434-acre tract, the westerly line
15 of said Paulino tract and the westerly line of a tract of land,
16 conveyed to John C. Kiesling and wife, Rhonda Kiesling, as
17 evidenced in a Warranty Deed, recorded in Volume 4147, Page 717 of
18 the Land Records of Collin County, Texas, a distance of 714.20 feet
19 to the southwest corner of said Kiesling tract;
20 THENCE North 89°33'17" East, along the southernmost, northerly line
21 of said 62.434-acre tract and the southerly line of said Kiesling
22 tract, a distance of 728.71 feet to the easternmost, northeast
23 corner of said 62.434-acre tract, same being in County Road
24 No. 128, a public use right of way, no record found;
25 THENCE South 02°01'47" East, along the easterly line of said
26 62.434-acre tract and along said County Road No. 128, a distance of
27 46.49 feet to a corner;

1 THENCE South 01°52'14" East, continuing along the easterly line of
2 said 62.434-acre tract and said County Road No. 128, a distance of
3 563.63 feet to the southeast corner of said 62.434-acre tract;

4 THENCE South 89°21'14" West, along the southerly line of said
5 62.434-acre tract, a distance of 32.93 feet to the northeast corner
6 of aforesaid 167.027-acre Eland Energy, In., tract;

7 THENCE South 00°30'22" East, along the easterly line of said
8 167.027-acre tract and generally along said County Road No. 128, a
9 distance of 2101.08 feet to an inner ell corner of said 167.027-acre
10 tract, same being the southwest corner of Highpoint Estates, an
11 addition to the City of Celina, Texas, according to the Final Plat,
12 recorded in Volume M, Page 116 of the Plat Records of Collin County,
13 Texas;

14 THENCE North 89°26'58" East, along a northerly line of said
15 167.027-acre tract, the southerly line of said Highpoint Estates
16 and continuing along said County Road No. 128, a distance of 333.00
17 feet to the easternmost, northeast corner of said 167.027-acre
18 tract;

19 THENCE South 00°23'39" East, along the easterly line of said
20 167.027-acre tract, for part of the way, passing the westerly right
21 of way line of F. M. 455, a 90-foot wide right of way, continuing
22 along the extension of the easterly line of said 167.027-acre tract
23 and within said F. M 455, passing the easterly right of way line of
24 said F. M. 455, a total distance of 1243.28 feet to the northeast
25 corner of a called 69.149-acre tract of land, conveyed to David Lair
26 and wife, June Lair, as evidenced in a deed, recorded in Volume 816,
27 Page 559 of the Land Records of Collin County, Texas;

1 THENCE in a westerly direction, along the northerly line of said
2 69.149-acre tract and the southerly right of way line of said F. M.
3 455, the following:

4 South 88°31'26" West, a distance of 133.55 feet to a corner;

5 South 66°55'26" West, a distance of 88.60 feet to a corner;

6 South 81°35'26" West, a distance of 106.10 feet to a corner;

7 South 88°31'26" West, a distance of 1210.70 feet to a corner;

8 South 88°37'26" West, a distance of 210.30 feet to the
9 northwest corner of said 69.149-acre tract, same being the
10 northeast corner of a called 10.00-acre tract of land, conveyed to
11 Terry M. Collins and spouse, Diana Collins, as evidenced in a
12 General Warranty Deed, recorded in Instrument
13 No. 20150205000127830 of the Official Public Records of Collin
14 County, Texas;

15 THENCE South 88°33'08" West, continuing along the southerly right of
16 way line of said F. M. 455 and along the northerly line of said
17 10.00-acre tract, a distance of 371.93 feet to the northwest corner
18 of said 10.00-acre tract, same being the northeast corner of a
19 called 5.00-acre tract of land, conveyed to Michael S. Armstrong
20 and spouse, Melissa B. Armstrong, as evidenced in a General
21 Warranty Deed, recorded in Instrument No. 20131018001435890 of the
22 Official Public Records of Collin County, Texas;

23 THENCE South 88°55'54" West, continuing along the southerly right of
24 way line of said F. M. 455 and along the northerly line of said
25 5.00-acre tract, a distance of 319.79 feet to the northwest corner
26 of said 5.00-acre tract, same the northeast corner of a called
27 20.058-acre tract of land, conveyed to Larry N. Lehman and Robbie C.

1 Lehman, as evidenced in a General Warranty Deed, recorded in
2 Instrument No. 20150608000673760 of the Official Public Records of
3 Collin County, Texas;

4 THENCE South $88^{\circ}55'57''$ West, continuing along the southerly right of
5 way line of said F. M. 455 and along the northerly line of said
6 20.058-acre tract for part of the way, crossing said F. M. 455 along
7 the extension of the northerly line of said 20.058-acre tract, a
8 distance of 427.32 feet to a corner on the curving westerly right of
9 way line of said F. M. 455, same being on the curving easterly line
10 of aforesaid "Tract Two", Eland Energy, Inc., tract, said curve
11 being a non-tangent curve to the left;

12 THENCE in a southerly direction, along the westerly right of way
13 line of said F. M. 455, the easterly line of said "Tract Two" and
14 along the arc of said curve to the left, through a central angle of
15 $20^{\circ}27'26''$, having a radius of 363.31 feet, a chord bearing of South
16 $36^{\circ}07'57''$ West, a chord distance of 129.03 feet and an arc length of
17 129.72 feet to the end of said curve;

18 THENCE South $00^{\circ}15'57''$ East, departing the easterly line of said
19 "Tract Two", the westerly right of way line of said F. M. 455,
20 crossing said F. M. 455, passing the southerly right of way line of
21 said F. M. 455 and the northeast corner of aforesaid "Tract Three",
22 Eland Energy, tract, continuing along the easterly line of said
23 "Tract Three", a distance of 1443.40 feet to the southeast corner of
24 said "Tract Three", same being the northeast corner of a called
25 85.04-acre tract of land, conveyed to Jane Willard, as evidenced in
26 a General Warranty Deed, recorded in County Clerk's File
27 No. 96-0039930 of the Land Records of Collin County, Texas;

1 THENCE South 89°51'15" West, along the southerly line of said "Tract
2 Three" and the northerly line of said 85.04-acre tract, a distance
3 of 2639.07 feet to the southwest corner of said "Tract Three", same
4 being on the easterly line of a called "First Tract", conveyed to
5 Jane Willard, as evidenced in a Warranty Deed, recorded in Volume
6 3368, Page 434 of the Land Records of Collin County, Texas, same
7 also being in County Road No. 98, a public use right of way, no
8 record found;

9 THENCE North 00°04'01" West, along the westerly line of said "Tract
10 Three", the easterly line of said "First Tract" for part of the way
11 and along said County Road No. 98, a distance of 405.05 feet to a
12 corner on the easterly right of way line of aforesaid F. M. 455;

13 THENCE North 03°46'21" West, departing the easterly right of way
14 line of said F. M. 455 and crossing said F. M. 455, a distance of
15 408.54 feet to a corner on the westerly right of way line of said F.
16 M. 455, same being on the easterly line of a called "Second Tract",
17 conveyed to Jane Willard, as evidenced in aforesaid Warranty Deed,
18 recorded in Volume 3368, Page 434, same also being aforesaid County
19 Road No. 101;

20 THENCE North 00°03'05" West, departing the westerly right of way
21 line of said F. M. 455, along the easterly line of said "Second
22 Tract", the easterly line of a called 66.68-acre tract, conveyed to
23 Jane C. Willard, as evidenced in a Special Warranty Deed, recorded
24 in County Clerk's File No. 93-0007503 of the Land Records of Collin
25 County, Texas, the westerly line of aforesaid 30' Street Easement
26 to Collin County, Texas, recorded in County Clerk's File
27 No. 96-0067344, and generally along said County Road No. 101, a

1 distance of 1520.01 feet to the northwest corner of said street
2 easement, same being the southwest corner of aforesaid 30' Street
3 Easement to Collin County, Texas, recorded in County Clerk's File
4 No. 96-0067345;

5 THENCE North 00°27'17" West, continuing along the easterly line of
6 said 66.68-acre tract, the easterly line of a called 5.000-acre
7 tract of land, conveyed to Brian Wayne Boyd, as evidenced in a
8 General Warranty Deed, recorded in Instrument
9 No. 20140205000108240, the easterly line of a called 5.000-acre
10 tract of land, conveyed to Brian Wayne Boyd, as evidenced in a
11 General Warranty Deed, recorded in Instrument
12 No. 20140428000404190, both of the Official Public Records of
13 Collin County, Texas, along the westerly line of said 30' Street
14 Easement, recorded in County Clerk's File No. 96-0067345, and
15 generally along said County Road No. 101, a distance of 570.00 feet
16 to the southeast corner of aforesaid 272.545-acre, Eland Energy,
17 Inc., tract;

18 THENCE North 89°53'04" West, departing said County Road No. 101,
19 along the northerly line of said 5.000-acre Brian Wayne Boyd tract,
20 recorded in Instrument No. 20140428000404190, the northerly line
21 of aforesaid 66.68-acre, Jane C. Willard tract and the southerly
22 line of said 272.545-acre tract, a distance of 2669.41 feet to the
23 southwest corner of said 272.545-acre tract, same being the
24 southeast corner of aforesaid 450.71-acre, Central Frisco, Ltd.,
25 tract;

26 THENCE North 89°54'14" West, along the southerly line of said
27 450.71-acre tract, the north line of Heritage Phase 3, an addition

1 to the City of Celina, Texas, according to the Final Plat, recorded
2 in Volume 2014, Page 66 of the Plat Records of Collin County, Texas
3 and the northerly line of Heritage Phase 2, an addition to the City
4 of Celina, Texas, according to the Final Plat, recorded in Volume P,
5 Page 632 of the Plat Records of Collin County, Texas, a distance of
6 2005.13 feet to the southwest corner of said 450.71-acre tract,
7 same being the southeast corner of Morgan Lakes Estates Phase One,
8 an addition to the City of Celina, Texas, according to the Final
9 Plat, recorded in Volume I, Page 591 of the Plat Records of Collin
10 County, Texas;

11 THENCE in a northerly direction, along the westerly line of said
12 450.71-acre tract and the easterly line of said Morgan Lakes
13 Estates Phase One, the following:

14 North 00°03'12" East, a distance of 461.22 feet to a corner;

15 North 07°08'40" East, a distance of 60.21 feet to the point of
16 curvature of a non-tangent curve to the left;

17 Along the arc of said curve to the left, through a central
18 angle of 06°21'24", having a radius of 270.00 feet, a chord bearing
19 of South 86°04'27" East, a chord distance of 29.94 feet and an arc
20 length of 29.96 feet to the end of said curve;

21 South 89°02'33" East, a distance of 222.34 feet to a corner;

22 North 01°00'05" East, a distance of 107.20 feet to a corner;

23 North 51°42'33" East, a distance of 398.05 feet to a corner;

24 North 49°38'51" East, a distance of 210.56 feet to a corner;

25 North 36°54'05" West, a distance of 462.25 feet to a corner;

26 North 15°17'56" West, a distance of 60.26 feet to the point of
27 curvature of a non-tangent curve to the right;

1 Along the arc of said curve to the right, through a central
2 angle of 07°25'01", having a radius of 530.00 feet, a chord bearing
3 of North 78°46'38" East, a chord distance of 68.56 feet and an arc
4 length of 68.61 feet to the end of said curve;

5 North 82°26'45" East, a distance of 62.14 feet to a corner;
6 North 38°02'48" West, a distance of 615.74 feet to a corner;
7 North 25°29'50" West, a distance of 423.56 feet to a corner;
8 North 11°11'38" East, a distance of 219.89 feet to a corner;
9 North 49°12'28" West, a distance of 934.00 feet to a corner;
10 North 45°38'34" West, a distance of 346.17 feet to a corner;
11 North 84°06'21" West, a distance of 374.78 feet to the

12 northwest corner of said Morgan Lakes Estates Phase One, same being
13 the westernmost, southwest corner of said 450.71-acre tract, same
14 being on the easterly line of a called 15.071-acre tract of land,
15 conveyed to SMR Family LP, as evidenced in a General Warranty Deed,
16 recorded in Instrument No. 20090526000637370 of the Official
17 Public Records of Collin County, Texas;

18 THENCE North 01°51'32" East, continuing along the westerly line of
19 said 450.71-acre tract and the easterly line of said 15.071-acre
20 tract, a distance of 132.73 feet to the northeast corner of said
21 15.071-acre tract, same being the southeast corner of a called
22 16.369-acre tract of land, conveyed to Pyramid Drywall, Inc., as
23 evidenced in a General Warranty Deed, recorded in Instrument
24 No. 20160721000935850 of the Official Public Records of Collin
25 County, Texas;

26 THENCE North 00°50'57" West, East, continuing along the westerly
27 line of said 450.71-acre tract and the easterly line of said

1 16.369-acre tract, a distance of 1184.08 feet to the easternmost,
2 northeast corner of said 16.36-acre tract;
3 THENCE North 87°07'46" West, continuing along the westerly line of
4 said 450.71-acre tract and the easterly line of said 16.369-acre
5 tract, a distance of 50.86 feet to a corner;
6 THENCE North 00°51'58" West, continuing along the westerly line of
7 said 450.71-acre tract, the easterly line of said 16.369-acre tract
8 and the easterly line of the remainder of a tract of land, conveyed
9 to Marvin T. Wilson and wife, Renetta T. Wilson, as evidenced in a
10 Warranty Deed, recorded in County Clerk's File No. 92-0004376 of
11 the Land Records of Collin County, Texas, a distance of 489.53 feet
12 to the northeast corner of said Wilson tract;
13 THENCE South 89°48'22" West, continuing along the westerly line of
14 said 450.71-acre tract and along the northerly line of said Wilson
15 tract, a distance of 341.96 feet to the northwest corner of said
16 Wilson tract, same being on the easterly right of way line of
17 aforesaid State Highway 289 (Preston Road);
18 THENCE North 00°16'22" East, continuing along the westerly line of
19 said 450.71-acre tract and along the easterly right of way line of
20 said State Highway 289 (Preston Road), a distance of 51.94 feet to
21 the POINT OF BEGINNING and containing 1,432.8 gross acres of land,
22 more or less, SAVE AND EXCEPT the following two tracts of land:
23 TRACT 1:
24 BEING a tract of land situated in the Benjamin Haile Survey,
25 Abstract No. 397, City of Celina, Collin County, Texas, and being
26 the remaining portion of a called 160.42-acre tract of land,
27 conveyed to Kirk's Rockin K Ranch & Land Company, Inc., as evidenced

1 in a Special Warranty Deed, recorded in Volume 4139, Page 3116 of
2 the Land Records of Collin County, Texas, and being more
3 particularly described by metes and bounds as follows:

4 BEGINNING at the southwest corner of said 160.42-acre tract, and
5 the northwest corner of a 30' Street Easement to Collin County,
6 Texas, recorded in County Clerk's File No. 96-0067345 of the Land
7 Records of Collin County, Texas, same being on the easterly line of
8 a called 272.545-acre tract of land, conveyed to Eland Energy,
9 Inc., as evidenced in a Special Warranty Deed, recorded in
10 Instrument No. 20150722000903300 of the Official Public Records of
11 Collin County, Texas, same also being in County Road No. 101, a
12 public use right of way, no record found;

13 THENCE North 00°31'00" West, along the westerly line of said
14 160.42-acre tract, the easterly line of said 272.545-acre tract and
15 along said County Road No. 101, a distance of 417.42 feet to the
16 westernmost, southwest corner of a called 154.059-acre tract of
17 land, conveyed to Central Frisco, Ltd., as evidenced in a Special
18 Warranty Deed, recorded in Instrument No. 20070725001023610 of the
19 Official Public Records of Collin County, Texas;

20 THENCE North 89°58'09" East, departing the westerly line of said
21 160.42-acre tract, the easterly line of said 272.545-acre tract,
22 said County Road No. 101 and along a southerly line of said
23 154.059-acre tract, a distance of 417.42 feet to a corner;

24 THENCE South 00°31'02" East, along a westerly line of said
25 154.059-acre tract, a distance of 417.42 feet to the southernmost,
26 southwest corner of said 154.059-acre tract, same being on the
27 southerly line of said 160.42-acre tract, same also being on the

1 northerly line of a called "Tract Five" (18.748 acres), conveyed to
2 Eland Energy, Inc., as evidenced in a General Warranty Deed,
3 recorded in Instrument No. 20141002001081250 of the Official
4 Public Records of Collin County, Texas;

5 THENCE South 89°58'09" West, along the southerly line of said
6 160.42-acre tract, the northerly line of said "Tract Five" and the
7 northerly line of aforesaid 30' wide Street Easement, a distance of
8 417.43 feet to the POINT OF BEGINNING and containing 4.0 acres of
9 land, more or less.

10 TRACT 2:

11 BEING a tract of land, situated in the Mary Howell Survey, Abstract
12 No. 396 and the Benjamin Haile Survey, Abstract No. 397 and being
13 all of a called 26.620-acre tract of land, conveyed to John O. Rea
14 and wife, Patricia O. Rea, as evidenced in a General Warranty Deed,
15 recorded in County Clerk's File No. 92-0067367 and all of a called
16 5.000-acre tract of land, conveyed to John W. Rea and spouse,
17 Patricia O. Rea, as evidenced in a General Warranty Deed, recorded
18 in County Clerk's File No. 92-0067368, both of the Land Records of
19 Collin County, Texas, and being more particularly described by
20 metes and bounds as follows;

21 BEGINNING at the northeast corner of said 26.620-acre tract, same
22 being the northernmost, northwest corner of a called 167.027-acre
23 tract of land, conveyed to Eland Energy, Inc., as evidenced in a
24 General Warranty Deed, recorded in Instrument
25 No. 20141002001081290 of the Official Public Records of Collin
26 County, Texas, same also being on the southerly line of a called
27 62.434-acre tract of land, conveyed to Eland Energy, Inc., as

1 evidenced in a General Warranty Deed, recorded in Instrument
2 No. 20141002001081260 of the Official Public Records of Collin
3 County, Texas;

4 THENCE in a southerly direction, departing the southerly line of
5 said 62.434-acre tract, along the easterly line of said 26.620-acre
6 tract and the westerly line of said 167.027-acre tract, the
7 following:

8 South 01°29'15" East, a distance of 1335.38 feet to a corner;

9 North 89°49'39" West, a distance of 508.88 feet to a corner;

10 South 38°07'37" West, a distance of 430.66 feet to the
11 southeast corner of said 26.620-acre tract;

12 THENCE South 89°52'35" West, continuing along the westerly line of
13 said 167.027-acre tract and along the southernmost line of said
14 26.620-acre tract, a distance of 297.86 feet to the southwest
15 corner of said 26.620-acre tract, same being on the easterly line of
16 a "Tract Two" (66.676 acres), conveyed to Eland Energy, Inc., as
17 evidenced in said General Warranty Deed, recorded in Instrument
18 No. 20141002001081250;

19 THENCE in a northerly direction, along the westerly line of said
20 26.620-acre tract and the easterly line of said "Tract Two", the
21 following:

22 North 00°59'41" West, a distance of 263.88 feet to a corner;

23 South 63°10'27" East, a distance of 93.04 feet to a corner;

24 North 33°29'47" East, a distance of 96.33 feet to a corner;

25 North 55°28'52" East, a distance of 144.33 feet to a corner;

26 North 32°30'37" West, a distance of 235.17 feet to a corner;

27 North 16°40'31" East, a distance of 139.05 feet to a corner;

1 North 62°31'57" East, a distance of 233.49 feet to a corner;
2 North 23°42'01" East, a distance of 277.45 feet to a corner;
3 North 12°49'11" West, a distance of 66.79 feet to the
4 northeast corner of said "Tract Two";
5 THENCE in a westerly direction, along the northerly line of said
6 "Tract Two", a southerly line of said 26.620-acre tract and along
7 the southerly line of aforesaid 5.000-acre tract, the following:
8 North 84°55'21" West, a distance of 167.79 feet to the south
9 common corner of said 26.620-acre tract and said 5.000-acre tract;
10 North 84°55'21" West, a distance of 31.54 feet to a corner;
11 South 27°54'16" West, a distance of 108.75 feet to a corner;
12 North 47°35'32" West, a distance of 127.34 feet to a corner;
13 South 22°02'46" West, a distance of 111.09 feet to a corner;
14 North 51°01'12" West, a distance of 184.77 feet to a corner;
15 South 66°56'55" West, a distance of 73.70 feet to the
16 southwest corner of said 5.000-acre tract and the northernmost,
17 northwest corner of said "Tract Two", same being on the easterly
18 line of a called 154.059-acre tract of land, conveyed to Central
19 Frisco, Ltd., as evidenced in a Special Warranty Deed, recorded in
20 Instrument No. 20070725001023610 of the Official Public Records of
21 Collin County, Texas;
22 THENCE North 00°21'55" West, along the westerly line of said
23 5.000-acre tract, the westerly line of said 26.620-acre tract and
24 the easterly line of said 154.059-acre tract, a distance of 525.45
25 feet to the northwest corner of said 26.620-acre tract, same being
26 the southwest corner of a called 6.000-acre tract of land, conveyed
27 to Central Frisco, Ltd., as evidenced in a General Warranty Deed,

1 recorded in Instrument No. 20110831000926240 of the Official
2 Public Records of Collin County, Texas;

3 THENCE North 89°21'14" East, departing the easterly line of said
4 154.059-acre tract, along the northerly line of said 26.620-acre
5 tract, the southerly line of said 6.000-acre tract and the
6 southerly line of aforesaid 62.434-acre tract, a distance of
7 1170.10 feet to the POINT OF BEGINNING and containing 31.6 acres of
8 land, more or less.

9 LEAVING a net area of 1,397.2 acres of land, more or less.

10 SECTION 3. (a) The legal notice of the intention to
11 introduce this Act, setting forth the general substance of this
12 Act, has been published as provided by law, and the notice and a
13 copy of this Act have been furnished to all persons, agencies,
14 officials, or entities to which they are required to be furnished
15 under Section 59, Article XVI, Texas Constitution, and Chapter 313,
16 Government Code.

17 (b) The governor, one of the required recipients, has
18 submitted the notice and Act to the Texas Commission on
19 Environmental Quality.

20 (c) The Texas Commission on Environmental Quality has filed
21 its recommendations relating to this Act with the governor,
22 lieutenant governor, and speaker of the house of representatives
23 within the required time.

24 (d) All requirements of the constitution and laws of this
25 state and the rules and procedures of the legislature with respect
26 to the notice, introduction, and passage of this Act have been
27 fulfilled and accomplished.

1 SECTION 4. This Act takes effect September 1, 2017.

President of the Senate

Speaker of the House

I certify that H.B. No. 4268 was passed by the House on May 19, 2017, by the following vote: Yeas 137, Nays 7, 2 present, not voting; and that the House concurred in Senate amendments to H.B. No. 4268 on May 26, 2017, by the following vote: Yeas 125, Nays 19, 1 present, not voting.

Chief Clerk of the House

I certify that H.B. No. 4268 was passed by the Senate, with amendments, on May 24, 2017, by the following vote: Yeas 29, Nays 1, 1 present, not voting.

Secretary of the Senate

APPROVED: _____

Date

Governor