

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "**Agreement**"), dated January \_\_\_\_\_, 2011, is entered into by and between COLLIN COUNTY TEXAS ("**Licensor**"), and R.E. AYCOCK, JR. and BILLY BOB AYCOCK (individually and collectively, "**Licensee**").

### RECITALS:

A. Licensor is the owner of the unimproved real property (the "**Property**") described and/or depicted on Exhibit "A" attached hereto and made a part hereof for all purposes.

B. Licensor acquired the Property for a public use by exercise of Licensor's power of eminent domain.

C. Subsequent to Licensor's acquisition of the Property, Licensee, without the knowledge or consent of Licensor, planted a crop of wheat on the Property and on certain real property of third parties contiguous with the Property.

D. Licensee desires to enter onto the Property for the term described below for the sole purpose of tending and harvesting the crop of wheat planted thereon (the "**Permitted Activities**").

E. Licensor is willing to permit Licensee to enter onto the Property in order to carry out the Permitted Activities, subject to and in accordance with the terms hereof.

1. **LICENSE.** (a) **Demised Property.** Licensor hereby grants to Licensee a revocable, non-exclusive license to enter upon the Property solely for the Permitted Activities, subject to Licensor's right to enter on to the Property at anytime and from time-to-time for road construction and related purposes. Licensor makes no representation, covenant, warranty or promise that the Property is fit for any particular use, including the Permitted Activities, and Licensee is not relying on any such representation, covenant, warranty or promise in entering into this Agreement. The license, interests or other estates described in this Section are referred to collectively hereinafter as the "**License**."

(b) **Term.** The term of the License (the "**Term**") shall commence on the date first set forth above, and shall end on June 30, 2011; subject to the rights of Licensor set forth in Paragraph 4 below.

(c) **License Fee.** Licensee shall pay to Licensor, in advance, a one-time license fee of \$4,000.00. The License Fee is not subject to adjustment for any reason, including, without limitation, the early termination of the License by Licensor as to all or any part of the Property or the damage to any crops by Licensor, including any damage permitted by Paragraph 4 below.

2. **USE.** (a) The Property is to be used during the Term solely for the Permitted Activities, and for no other use. Licensee shall be solely responsible for complying with all federal, state, and local laws, rules, and regulations, and all court orders, governmental directives, governmental orders, and restrictive covenants ("**Laws**") applicable to the use, occupancy, and condition of the Property. Licensee shall indemnify, defend and hold harmless Licensor from any costs, penalties, expenses, including but not limited to fines, losses, property damage, and other costs arising out of the failure of Licensee to comply with Laws. With respect to its activities on or related to the Property, Licensee shall also comply with all codes and applicable standards and secure, as necessary, any permits for the Permitted Activities, or furnish any deposits or bonds necessary to commence or carry out the Permitted Activities. The terms and provisions of this section shall survive the termination of this Agreement. Licensee shall not take any other action that would constitute a nuisance or would disturb, unreasonably interfere with, or endanger Licensor or any other person.

(b) Licensor shall not be obligated to provide security for the Property nor for any of Licensee's property located on the Property. Licensee's property shall be stored solely at Licensee's risk and Licensee shall be solely responsible for any damage to any such property.

(c) It is the intent of Licensor and Licensee, that Licensor shall incur no liability, cost or expense arising out of, relating to or in connection with Licensee's exercise of its rights under this License or Licensee's

use and occupancy of the Property. Licensee shall, therefore, pay all costs and expenses of any nature whatsoever relating to Licensee's use of the Property and the activities carried on therein.

4. **ACCESS BY LICENSOR.** Licensor shall have uninterrupted access to the Property at all times during the Term, and shall have the right, without compensation to Licensee, to damage any crops growing on the Property as Licensor, in its sole discretion, shall deem necessary or desirable in connection with its construction activities thereon. Licensor will endeavor to avoid and/or minimize such damages, but shall have no liability to Licensee whatsoever for such damage, it being acknowledged and agreed by the parties hereto that it is the intent of Licensor to construct road improvements on the Property.

5. **INDEMNIFICATION AND RELEASE.** (a) Licensee shall indemnify, defend, and hold harmless Licensor, its successors, assigns, agents, employees, contractors, partners, directors, officers and affiliates (collectively, the "**Indemnified Parties**") from and against all fines, suits, losses, costs, liabilities, claims, demands, actions and judgments of every kind or character (1) arising from Licensee's failure to perform its covenants hereunder, (2) recovered from or asserted against any of the Indemnified Parties on account of any Loss (defined below) to the extent that any such Loss may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by Licensee, its successors, assigns, agents, employees, contractors, partners, directors, officers and affiliates (individually a "**Licensee Party**" and collectively, the "**Licensee Parties**") or any other person entering upon the Property, or any part thereof, under or with a Licensee Party's express or implied invitation or permission, (3) arising from or out of the occupancy or use of the Property by a Licensee Party or arising from or out of any occurrence on the Property, or any part thereof, howsoever caused, or (4) suffered by, recovered from or asserted against any of the Indemnified Parties, by the Licensee Parties or the employees, agents, contractors, or invitees of Licensee, regardless of whether Licensor's negligence caused such loss or damage.

(b) Licensor shall not be liable to the Licensee Parties or those claiming by, through, or under the Licensee Parties for any injury to or death of any person or persons or the damage to or theft, destruction, loss, or loss of use of any property or inconvenience (a "**Loss**") caused by casualty, theft, fire, third parties, or any other matter (including Losses arising through repair or alteration of any part of the Property, or failure to make repairs, or from any other cause), regardless of whether the negligence of either party caused such Loss in whole or in part. If allowed under both Licensor's and Licensee's insurance policies, Licensor and Licensee each waives any claim it might have against the other for any damage to or theft, destruction, loss, or loss of use of any property, to the extent the same is insured against under any insurance policy maintained by the waiving party under the terms hereof, regardless of whether the negligence or fault of the other party caused such loss; however, Licensor's waiver shall not apply to any deductible amounts maintained by Licensor under its insurance.

(c) As consideration for being afforded access to the Property, Licensee hereby releases the Indemnified Parties from, and waives with respect to the Indemnified Parties, all present or future claims, causes of action, or demands that Licensee now has or may hereafter accrue on account of, or in any way growing out of or in connection with, any and all known and unknown, or seen and unforeseen, bodily and personal injuries, including death, or property damage and the consequences thereof, resulting or which may result from any acts or omissions of Licensee upon the Property or the use of any equipment or procedures while on, entering, or leaving the Property.

(d) The terms and provisions of this section shall survive the termination of this Agreement.

6. **ASSIGNMENT.** Licensee shall not (i) assign, transfer, or encumber the License, the Property or any portion thereof, or any estate or interest herein, whether directly or by operation of law, (ii) sublicense any portion of the Property, (iii) grant any license, concession, or other right of occupancy of any portion of the Property, or (iv) permit the use of the Property by any parties other than Licensee.

7. **SURRENDER OF PREMISES.** At the expiration of the License, Licensee shall, at Licensee's sole cost and expense, deliver to Licensor the Property in good condition, and promptly remove all equipment, automobiles and other property placed on the Property by or at Licensee's request.

8. **HAZARDOUS SUBSTANCES.** The term "**Hazardous Substances**", as used in this Agreement shall mean pollutants, contaminants, toxic or hazardous wastes, or any other substances, the removal of which

is required or the use of which is restricted or prohibited by any "**Environmental Law**," which term shall mean any Law relating to health, pollution, or protection of the environment. Licensee hereby agrees that: (i) no activity will be conducted on the Property that will produce or release any Hazardous Substances; (ii) the Property will not be used in any manner for the storage of any Hazardous Substances except for any temporary storage of such materials that are used in the ordinary course of Licensee's business (the "**Permitted Materials**") provided such Permitted Materials are properly stored in a manner and location satisfying all Environmental Laws; (iii) no portion of the Property will be used as a landfill or a dump; (iv) Licensee will not allow any surface or subsurface conditions to exist or come into existence that constitute, or with the passage of time may constitute, a public or private nuisance; and (v) Licensee will not permit any Hazardous Substances to be brought onto the Property, except for the Permitted Materials, and if so brought or found located thereon, the same shall be immediately removed by Licensee with proper disposal and all required cleanup procedures shall be diligently undertaken pursuant to all Environmental Laws. Licensee shall defend, indemnify and hold the Indemnified Parties harmless from all claims, demands, actions, liabilities, costs, expenses, damages and obligations of any nature from or as a result of the use of the Property by Licensee and/or any violation by Licensor of the terms of this section, regardless of whether or not such claims, demands, actions, liabilities, costs, expenses, damages and obligations are discovered during or after the Term. The terms and provisions of this section shall survive the termination of this Agreement.

9. **NO WARRANTIES.** LICENSEE ACKNOWLEDGES THAT (1) IT HAS INSPECTED AND ACCEPTS THE PREMISES IN AN "AS IS, WHERE IS" CONDITION, (2) THE PREMISES ARE SUITABLE FOR THE PURPOSE FOR WHICH THIS LICENSE IS BEING GRANTED AND LICENSOR HAS MADE NO WARRANTY, REPRESENTATION, COVENANT, OR AGREEMENT WITH RESPECT TO THE MERCHANTABILITY OR ANY FITNESS FOR PARTICULAR PURPOSES OF THE PREMISES, (3) THE PREMISES IS IN GOOD AND SATISFACTORY CONDITION, (4) NO REPRESENTATIONS AS TO THE REPAIR OF ANY IMPROVEMENTS, NOR PROMISES TO ALTER, REMODEL OR IMPROVE THE IMPROVEMENTS HAVE BEEN MADE BY LICENSOR, AND (5) THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY, THAT EXTEND BEYOND THE DESCRIPTION OF THE PREMISES.

10. **EVENTS OF DEFAULT; REMEDIES.** It shall constitute an "**Event of Default**" under this Agreement if Licensee fails to comply with any term, provision or covenant of this Agreement or the License. Upon any Event of Default, Licensor may, in addition to all other rights and remedies afforded Licensor hereunder, by Law, or in equity, take any of the following actions: (a) terminate the License by giving Licensee written notice thereof; and (b) pursue any other remedy at Law or in equity now or hereafter available to Licensor under the Laws or judicial decisions of the State of Texas. Licensee shall pay to Licensor all costs incurred by Licensor (including court costs and reasonable attorneys' fees and expenses) in (1) removing and storing Licensee's property, (2) performing Licensee's obligations which Licensee failed to perform, and (3) enforcing, or advising Licensor of, its rights, remedies, and recourses. No waiver by Licensor of any provision of this Agreement or the License shall be deemed to have been made unless set forth in writing and approved by Licensor. No waiver by Licensor of any violation or breach of any of the terms contained herein shall waive Licensor's rights regarding any future violation of such term or violation of any other term. The rights of Licensor herein stated are in addition to any and all other rights that Licensor has or may hereafter have at Law or in equity, and Licensee agrees that the rights herein granted Licensor are commercially reasonable.

11. **LIENS.** Licensee hereby agrees that no mechanic's or materialmen's or other liens or encumbrances shall be filed or remain in effect against any portion of the Premise as a result of or due to any of the Permitted Activities that may be performed by Licensee or any agent, employee, contractor, subcontractor or consultant engaged by Licensee. In the event any such liens or encumbrances described above are filed against any portion of the Property as a result of or due to any of the Permitted Activities that may be performed by Licensee or any such contractor, subcontractor or consultant engaged by Licensee, Licensee shall immediately perform any actions and make any payments that may be required to release any such liens or encumbrances. In the sole discretion of Licensor, Licensor may request, and Licensee hereby agrees to promptly comply therewith, that a bond, deposit, escrow or other guaranty of payment acceptable to Licensor in its sole discretion, be provided with respect to any such liens or encumbrances.

12. **GENERAL PROVISIONS.** (a) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein, and supersedes all prior and contemporaneous agreements, representations, and understanding of the parties with respect to such subject

matter.

(b) **Waiver.** The provisions of this Agreement may be waived, altered, amended, superseded, or repealed, in whole or in part, only by a written document executed by all parties to this Agreement. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

(c) **Counterparts.** This Agreement may be executed in two or more counterparts each of which, when executed, shall be deemed to be an original, and all of which shall be deemed to be one and the same instrument. Signatures may be evidenced by facsimile or electronic (i.e., PDF) transmission.

(d) **Governing Law and Venue.** This Agreement shall be interpreted in accordance with the substantive and procedural laws of the State of Texas. Any action at law or judicial proceeding relating to this Agreement shall be instituted only in Collin County, Texas.

(e) **Successors and Assigns.** This Agreement and all of the rights, benefits, duties, liabilities and obligations of the parties hereto shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. It is expressly intended and agreed that no third party beneficiaries are created by this Agreement.

(f) **Relationship of Licensor and Licensee.** Nothing in this Agreement shall be construed to imply that Licensee, or any of its employees, agents, representatives or subcontractors, are the employees, agents, representatives, contractors or subcontractors of Licensor, or any intended beneficiaries.

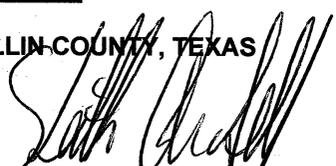
(g) **Waiver.** No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

(h) **Costs and Expenses.** Each party shall be responsible for payment of its own legal fees, costs and expenses in connection with the negotiation and preparation of this Agreement; provided, however, that in the event of any litigation between the parties under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and court costs through all trial and appellate levels.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

**LICENSOR:**

COLLIN COUNTY, TEXAS

By: 

Name: Keith Self

Title: County Judge

**LICENSEE:**

  
R.E. AYCOCK, JR.

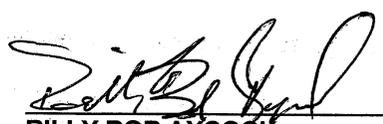
  
BILLY BOB AYCOCK

EXHIBIT "A"  
PARCEL NO. 24  
RIGHT OF WAY  
36.3678 ACRES

## DESCRIPTION

BEING A 36.3678 ACRE PARCEL OF LAND OUT OF THE CHARLES CARTER SURVEY, ABSTRACT NO. 221, COLLIN COUNTY, TEXAS, AND BEING PART OF A TRACT OF LAND AS DEEDED TO MARTHA JONES, AND RECORDED IN VOLUME 2661, PAGE 400 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS, (DRCCT), AS SHOWN ON THE ATTACHED EXHIBIT "B" AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

IT IS THE INTENT TO DESCRIBE A GENERALLY 500 FOOT WIDE STRIP OF LAND BEING BOUNDED ON THE NORTH BY THE NORTH LINE OF THE PROPOSED COLLIN COUNTY OUTER LOOP, BEING BOUNDED ON THE EAST BY THE EAST LINE OF SAID JONES TRACT, BEING BOUNDED ON THE SOUTH BY THE SOUTH LINE OF THE PROPOSED COLLIN COUNTY OUTER LOOP, AND BEING BOUNDED ON THE WEST BY A WEST LINE OF SAID JONES TRACT;

COMMENCING FOR REFERENCE at a half inch iron rod found for the southwest corner of said Jones tract, being the northwest corner of a tract of land as deeded to Bryan Zumar and recorded in County Clerks File No. 96-0086442, DRCCT, being the northeast corner of a tract of land as deeded to Garry and Cynthia Davis and recorded in County Clerks File No. 95-0018127, DRCCT, and being the southeast corner of a tract of land as deeded to Foster Crossing, Ltd. and recorded in Volume 5385, Page 4912, DRCCT;

THENCE North 01°25'08" East, with the west line of said Jones tract, being the east line of said Foster Crossing tract, a distance of 234.77 feet to a half inch iron rod with cap marked "BW2", set to mark the point, said point being the POINT OF BEGINNING;

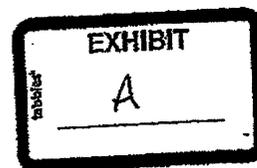
THENCE North 01°25'08" East, continue with said common line, a distance of 500.51 feet to a half inch iron rod with cap marked "BW2" set to mark the point, said point being at the beginning of a non-tangent curve;

THENCE departing said common line and crossing said Jones tract with the north line of the proposed Outer Loop, along said curve to the left, having a radius of 5750.00 feet, through a central angle of 02°32'48", an arc distance of 255.58 feet, and having a chord which bears South 87°09'50" East, a distance of 255.56 feet to a half inch iron rod with cap marked "BW2" set to mark the point;

THENCE South 88°26'14" East, a distance of 864.02 feet to a half inch iron rod with cap marked "BW2" set to mark the point;

THENCE North 85°05'17" East, a distance of 536.26 feet to a half inch iron rod with cap marked "BW2" set to mark the point;

THENCE South 88°18'31" East, a distance of 142.01 feet to a half inch iron rod with cap marked "BW2" set to mark the point;



THENCE South  $79^{\circ}21'18''$  East, a distance of 381.08 feet to a half inch iron rod with cap marked "BW2" set to mark the point;

THENCE South  $88^{\circ}26'14''$  East, a distance of 1440.06 feet to a point, said point being on the east line of said Jones tract, being the west line of a tract of land as deeded to James H. Wysong, II and recorded in Volume 3831, Page 93, DRCCT;

THENCE South  $00^{\circ}20'45''$  East, with the east line of said Jones tract, being the west line of said Wysong tract, a distance of 75.71 feet to a point being a southeast corner of said Jones tract, being an interior ell corner of said Wysong tract;

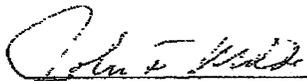
THENCE South  $72^{\circ}19'52''$  West, with a south line of said Jones tract, being a north line of said Wysong tract, a distance of 1288.24 feet to a half inch iron rod with cap marked "BW2" set to mark the point, said point being on the north line of a Texas Utilities electric easement as recorded in Volume 1393, Page 890, DRCCT;

THENCE North  $88^{\circ}26'14''$  West, with said north easement line, a distance of 2141.41 feet to a half inch iron rod with cap marked "BW2" set to mark the point at the beginning of a tangent curve to the right;

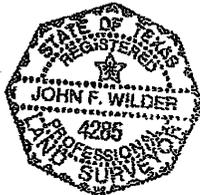
THENCE with said curve to the right, having a radius of 6250.00 feet, through a central angle of  $02^{\circ}19'53''$ , an arc distance of 254.31 feet, and having a chord which bears North  $87^{\circ}16'17''$  West, a distance of 254.30 feet to the POINT OF BEGINNING, and containing 36.3678 acres of land.

NOTE:

The Bearings shown on this description are based on the Texas State Coordinate System, North Central Zone (4202), NAD '83.

  
John F. Wilder, RPLS 4285

3-11-09  
Date



FOSTER CROSSING, LTD.  
VOLUME 5385, PAGE 4912  
D.R.C.C.T.

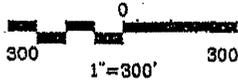
CHARLES CARTER SURVEY  
ABSTRACT NO. 221



**EASEMENT NOTE:**  
ONLY THE TEXAS POWER AND LIGHT  
EASEMENTS SHOWN HEREON HAVE  
BEEN CONSIDERED FOR THIS SURVEY

**NOTE:**

THE BEARINGS SHOWN ON THIS PLAT ARE  
BASED ON THE TEXAS STATE PLANE  
COORDINATE SYSTEM NORTH CENTRAL ZONE  
(4202), NAD 83

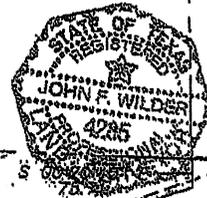


MARTHA JONES  
VOLUME 2661, PAGE 400  
D.R.C.C.T.

**LEGEND**

- = IRS, INDICATES A 1/2" IRON ROD SET WITH CAP MARKED "BW2".
- ◻ = IRF, IRON ROD FOUND.

*John F. Wilder* 3-11-09  
JOHN F. WILDER R.P.L.S. NO. 4285



R = 5750.00 FT  
Ic = 02°32'48" L  
L = 255.58 FT  
CH = S 87°09'50" E  
CL = 255.56 FT

R = 6250.00 FT  
Ic = 02°19'53" R  
L = 254.31 FT  
CH = N 87°16'17" W  
CL = 254.36 FT

N 01°25'08" E  
500.51'

S 88°26'14" E 884.02'  
N 85°05'17" E 536.26'  
S 79°21'18" E 381.08'  
S 88°26'14" E 142.01'  
S 88°26'14" E 1440.06'

POB N 01°25'08" E 234.77'  
POC 1/2" IRF

TEXAS POWER & LIGHT COMPANY OF DALLAS, TEXAS  
VOL. 1383, PAGE 890  
D.R.C.C.T.

S 72°19'52" W 1288.24'  
TEXAS POWER & LIGHT COMPANY OF DALLAS, TEXAS  
VOL. 1293, PAGE 024  
D.R.C.C.T.

JAMES H. WYSONG, II  
VOLUME 3831, PAGE 093  
D.R.C.C.T.

BRYAN ZUMBAR  
C.C. 96-0086442  
D.R.C.C.T.

JACOB GREGG SURVEY  
ABSTRACT NO. 339

GARRY & CYNTHIA DAVIS  
C.C. NO. 95-0018127  
D.R.C.C.T.

AREA = 36.3678 ACRES

APRIL, 2008 JONES.DWG

**BW2** BW2 Engineers, Inc.  
1916 S. Bledsoe Road  
Suite 500, L.R. 27  
Cedar Park, Texas 78613  
(714) 651-8200 (fax)  
(714) 651-8200 (cell)

PARCEL NO. 24  
RIGHT OF WAY  
EXHIBIT "B"  
COLLIN COUNTY

J:\06-1276\DRAWINGS\PLAT5-1431022\MARTHA-JONES.DWG

EXHIBIT "A"  
 PARCEL NO. 20  
 RIGHT OF WAY  
 33.2680 ACRES

## DESCRIPTION

BEING A 33.2680 ACRE PARCEL OF LAND OUT OF THE D.E.W. BABB SURVEY, ABSTRACT NO. 33, COLLIN COUNTY, TEXAS, AND BEING PART OF A TRACT OF LAND AS DEEDED TO JAMES H. WYSONG, II, AND RECORDED IN VOLUME 3831, PAGE 93 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS, (DRCC), AS SHOWN ON THE ATTACHED EXHIBIT "B" AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

IT IS THE INTENT TO DESCRIBE A GENERALLY 500 FOOT WIDE STRIP OF LAND BEING BOUNDED ON THE NORTH BY THE NORTH LINE OF THE PROPOSED COLLIN COUNTY OUTER LOOP, BEING BOUNDED ON THE EAST BY THE EAST LINE OF SAID WYSONG TRACT, BEING BOUNDED ON THE SOUTH BY THE SOUTH LINE OF THE PROPOSED COLLIN COUNTY OUTER LOOP AND THE SOUTH LINE OF SAID WYSONG TRACT, AND BEING BOUNDED ON THE WEST BY A WEST LINE OF SAID WYSONG TRACT;

The POINT OF BEGINNING is a set half inch iron rod with cap marked "BW2", said point being an interior ell corner of said Wysong tract, being the northwest corner of a tract of land as deeded to Hixon Family Partnership, Ltd., and recorded in Volume 5063, Page 4061, DRCC;

THENCE South  $18^{\circ}24'15''$  West, with an east line of said Wysong tract, being the west line of said Hixon tract, a distance of 25.95 feet to a half inch iron rod with cap marked "BW2", set to mark the point, said point being at the beginning of a non-tangent curve;

THENCE departing said common line and crossing said Wysong tract, along a curve to the right, having a radius of 12,250.00 feet, through a central angle of  $00^{\circ}22'40''$ , an arc distance of 80.78 feet, and having a chord which bears North  $74^{\circ}46'40''$  West, a distance of 80.78 feet to a half inch iron rod with cap marked "BW2", set to mark the point, said point being at the beginning of a tangent reverse curve;

THENCE along a curve to the left, having a radius of 3,750.00 feet, through a central angle of  $13^{\circ}50'54''$ , an arc distance of 906.37 feet, and having a chord which bears North  $81^{\circ}30'47''$  West, a distance of 904.16 feet to a half inch iron rod with cap marked "BW2", set to mark the point, said point being the point of tangent;

THENCE North  $88^{\circ}26'14''$  West, a distance of 1,332.36 feet to a half inch iron rod with cap marked "BW2", set to mark the point, said point being on a west line of said Wysong tract, being an east line of a tract of land as deeded to Martha Jones, and recorded in Volume 2661, Page 400 DRCC;

THENCE North  $72^{\circ}19'52''$  East, with said common line, a distance of 1,288.24 feet to a point for corner;

THENCE North  $00^{\circ}20'45''$  West, with said common line, a distance of 75.71 feet to a point for corner;



THENCE South 88°26'14" East, departing said common line and crossing said Wysong tract, a distance of 118.53 feet to a half inch iron rod with cap marked "BW2", set to mark the point, said point being at the beginning of a tangent curve;

THENCE along a curve to the right, having a radius of 4,250.00 feet, through a central angle of 07°44'08", an arc distance of 573.79 feet, and having a chord which bears South 84°34'10" East, a distance of 573.36 feet to a half inch iron rod with cap marked "BW2", set to mark the point, said point being on the south line of an easement for Texas Utilities as recorded in Volume 1293, Page 24, DRCCT;

THENCE North 70°34'06" East, with said south easement line, a distance of 63.68 feet to a half inch iron rod with cap marked "BW2", set to mark the point;

THENCE South 77°29'54" East, continue with said south easement line, a distance of 1,594.43 feet to a half inch iron rod with cap marked "BW2", set to mark the point, said point being on the west line of the Right of Way for State Highway No. 5;

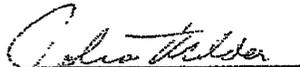
THENCE South 18°42'35" West, with said Right of Way line, a distance of 538.89 feet to a half inch iron rod with cap marked "BW2", set to mark the point, said point being at the beginning of a non-tangent curve;

THENCE departing said Right of Way line and crossing said Wysong tract, along a curve to the right, having a radius of 12,250.00 feet, through a central angle of 04°14'43", an arc distance of 907.67 feet, and having a chord which bears North 77°54'18" West, a distance of 907.46 feet to a half inch iron rod with cap marked "BW2", set to mark the point, said point being on a south line of said Wysong tract, being on the north line of said Hixon Family tract;

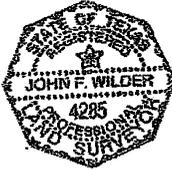
THENCE North 66°50'45" West, with said common line, a distance of 174.59 feet to the POINT OF BEGINNING, containing 33.2680 acres of land.

NOTE:

The Bearings shown on this description are based on the Texas State Coordinate System, North Central Zone (4202), NAD '83.

  
 John F. Wilder, RPLS 4285

2-17-07  
 Date



**NOTE:**

THE BEARINGS SHOWN ON THIS PLAT ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM NORTH CENTRAL ZONE (#202), NAD 83

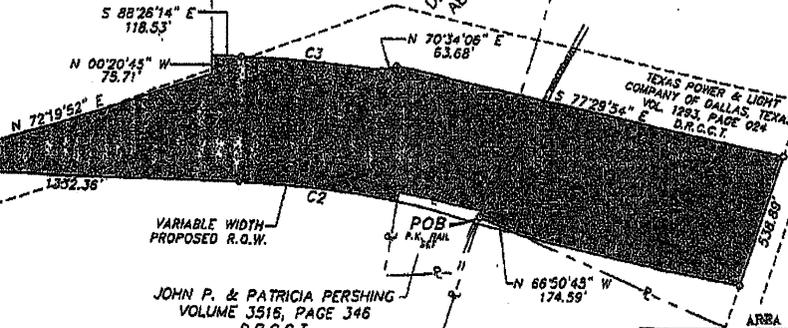
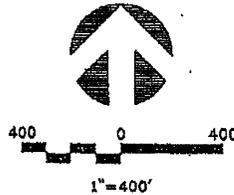
**LEGEND**

○ = IBS INDICATES A 1/2" IRON ROD SET WITH CAP MARKED "BW2".

*John F. Wilder*  
 JOHN F. WILDER  
 R.P.L.S. NO. 4285

**CASEMENT NOTE:**

1. THE SUBJECT PARCEL IS LOCATED WITHIN THE AREA DESCRIBED IN VOLUME 280, PAGE 636, (BLANKET EASEMENT TO LOHE STAR GAS CO.)
2. THE SUBJECT PARCEL IS LOCATED WITHIN THE AREA DESCRIBED IN VOLUME 781, PAGE 115 (10' WIDE BLANKET EASEMENT GRANTED TO NORTH COLLIN WATER SUPPLY CORP. FOR FRESH WATER SUPPLY LINE).



MARTHA JONES  
 VOLUME 2661, PAGE 400  
 D.R.C.C.T.

JAMES H. WYSONG, II  
 VOLUME 3831, PAGE 093  
 D.R.C.C.T.

JOHN P. & PATRICIA PERSHING  
 VOLUME 3516, PAGE 346  
 D.R.C.C.T.

HIXON FAMILY PARTNERSHIP, LTD.  
 VOLUME 5063, PAGE 4061  
 D.R.C.C.T.

PARCEL22.DWG FEB. 2009

**BW2** BW2 Engineers, Inc.  
 1915. Shook Road  
 Suite 200 L.P. 07  
 Oakland Texas 75041  
 (972) 844-8200 (fax)  
 (972) 844-8200 (cell)

**PARCEL NO. 20**  
**RIGHT OF WAY**  
**EXHIBIT "B"**  
**COLLIN COUNTY**

**CURVE TABLE**

NUMBER	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD DIRECTION	CHORD LENGTH
C2	3750.00	09°55'20" L	648.41	N 83°28'34" W	648.60
C3	4250.00	07°44'08" R	573.79	S 84°34'10" E	573.36
C4	12250.00	04°14'43" R	907.67	N 77°54'18" W	907.46

EXHIBIT "A"  
 PARCEL NO. 20A  
 COLLIN COUNTY OUTER LOOP

DESCRIPTION

BEING A 53 SQUARE FOOT PARCEL OF LAND OUT OF THE D.E.W. BABB SURVEY, ABSTRACT NO. 33, COLLIN COUNTY, TEXAS, AND BEING OUT OF A TRACT OF LAND DESIGNATED AS TRACT 2, AS DEEDED TO JAMES H. WYSONG, II, AND RECORDED IN VOLUME 3831, PAGE 93 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS, (DRCCT), AS SHOWN ON THE ATTACHED EXHIBIT "B" AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

IT IS THE INTENT TO DESCRIBE A TRIANGLE SHAPED PARCEL OF LAND BOUNDED ON THE EAST BY THE EAST LINE OF TRACT 2, BEING BOUNDED ON THE SOUTH BY THE SOUTH LINE OF THE PROPOSED NEW RIGHT OF WAY FOR THE COLLIN COUNTY OUTER LOOP, AND BEING BOUNDED ON THE WEST BY THE EAST LINE OF A TRACT OF LAND AS DEEDED TO JOHN P. PERSHING AND PATRICIA A. PERSHING AND RECORDED IN VOLUME 3516, PAGE 346, DRCCT;

The POINT OF BEGINNING is a PK Nail set in County Road 365, being the southwest corner of a 51 acre tract of land as deeded to James H. Wysong, II, being the northwest corner of a tract of land as deeded to Hixon Family Partnership, Ltd. and recorded in Volume 5063, Page 4061, DRCCT, being on the east line of said Pershing tract, said point being generally near the center of County Road 365, and being on the east line of the Wysong Tract 2;

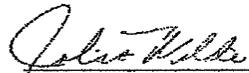
THENCE South 18°24'15" West, with the east line of said Tract 2, being the west line of said Hixon tract, a distance of 25.95 feet to a point on the curving south Right of Way line for the proposed new Right of Way for the Collin County Outer Loop, said point being at the beginning of a non-tangent curve to the right;

THENCE with said curving proposed new Right of Way line along a curve having a radius of 12,250.00 feet, through a central angle of 00°01'09", an arc distance of 4.12 feet, and having a chord which bears North 74°57'26" West, a distance of 4.12 feet to a point on the east line of said Pershing tract;

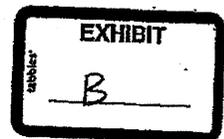
THENCE North 27°19'51" East, with the east line of said Pershing tract, a distance of 26.51 feet to the POINT OF BEGINNING, and containing 53 square feet of land.

NOTE:

The Bearings shown on this description are based on the Texas State Plane Coordinate System, North Central Zone (4202), NAD '83.

  
 John F. Wilder, RPLS 4285

2-19-09  
 Date

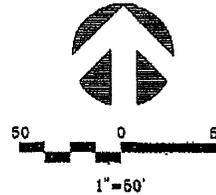


**NOTE:**

THE BEARINGS SHOWN ON THIS PLAT ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM NORTH CENTRAL ZONE (4202), NAD 83

**EASEMENT NOTE:**

1. THE SUBJECT PARCEL IS LOCATED WITHIN THE AREA DESCRIBED IN VOLUME 280, PAGE 838, (BLANKET EASEMENT TO LONE STAR GAS CO.)
2. THE SUBJECT PARCEL IS LOCATED WITHIN THE AREA DESCRIBED IN VOLUME 781, PAGE 115 (10' WIDE BLANKET EASEMENT GRANTED TO NORTH COLLIN WATER SUPPLY CORP. FOR FRESH WATER SUPPLY LINE).

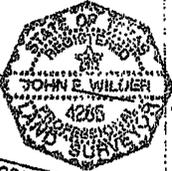


*John F. Wilder*  
 JOHN F. WILDER R.P.L.S. NO. 4285

JAMES H. WYSONG, II  
 VOLUME 3831, PAGE 093  
 D.R.C.C.T.

D.E.W. BABB SURVEY  
 ABSTRACT NO. 53

JAMES H. WYSONG, II  
 51 ACRE TRACT



**CURVE TABLE**

NUMBER	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	12,250.00	00°01'09" (RT)	4.12	N 74°57'28" W	4.12

**LINE TABLE**

NUMBER	DIRECTION	DISTANCE
L1	S 18°24'15" W	25.95'
L2	N 27°19'51" E	28.51'

AREA = 53 S.F.

PARCEL 20A.DWG FEB. 2009

**BW2** BWE Engineers, Inc.  
 1977 S. Highway 27  
 Suite 200, L.A. 27  
 Colton, Texas 75624  
 (972) 844-2200 (fax)  
 (972) 844-2200 (cell)

**PARCEL NO. 20A  
 RIGHT OF WAY  
 EXHIBIT "B"  
 COLLIN COUNTY**

VARIABLE WIDTH PROPOSED R.O.W.

JOHN P. & PATRICIA PERSHING  
 VOLUME 3516, PAGE 345  
 D.R.C.C.T.

HIXON FAMILY PARTNERSHIP, LTD.  
 VOLUME 5063, PAGE 4061  
 D.R.C.C.T.

FIELD NOTES

Section 7A  
Parcel No. 17 Right of Way  
1.793 Acres

SITUATED IN THE STATE OF TEXAS, COUNTY OF COLEN, OUT OF THE BROWN  
BASE SURVEY, ABSTRACT NUMBER 30 BEING PART OF THAT TRACT OF LAND  
CONVEYED TO THE HUNTER AND PARTNERSHIP, LTD. BY DEED OF RECORD  
IN VOLUME 30, PAGE 10. ALL REFERENCES BEING TO THE RECORDS OF  
THE RECORDER'S OFFICE, COLLEN COUNTY, TEXAS, AND MORE  
PARTICULARLY BOUND AND DESCRIBED AS FOLLOWS:

BEGINNING at a 1/2" diameter iron rod found at the southwest corner of that tract  
conveyed to HUNTER AND PARTNERSHIP, LTD. by deed of record in Volume 30, Page 10 in  
the State of Texas, and to a 1/2" diameter iron rod found at the southwest corner of  
Document Number 25,012,000, from the west corner of said HUNTER tract;

THENCE south 89° 22' 00" east along the southerly line of said HUNTER tract  
a distance of 100.00 feet to an iron rod found at the southwest corner  
of that tract conveyed to R&D Aycock, Ltd. by deed of record in Volume 5195,  
Page 2410;

THENCE south 00° 05' 21" west with the westerly line of said R&D Aycock, Ltd.  
tract a distance of 501.60 feet to an iron rod set;

THENCE crossing said HUNTER tract and with the arc of a curve to the right (Delta  
of 05° 13' 34" = 122° 00' 00" bearing and distance of North 01° 30' 19"  
West 1000.00 feet to an iron rod set in the easterly line of said HUNTER tract;

THENCE North 00° 30' 29" East with said easterly line, a distance of 405.62 feet to  
the POINT OF BEGINNING, containing 1.793 acres of land, more or less.

Subject, however, to all legal rights of way and/or easements, if any, of previous  
record.

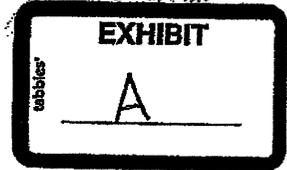
Iron rods set, where indicated, are 1/2" inch diameter, solid iron rods, 24 inches long,  
with a plastic cap bearing the initials G&A placed on the top.

Readings for this description were transferred from a field traverse originating  
from and tying to TxDOT control monuments, including monument numbers  
R043000, R043010, R043050 and CR 476-1, and are based on the Texas State  
Plane Coordinate System, North Central Zone, as per NAD 83.

*Matthew A. Bell*  
Matthew A. Bell, R.P.L.S. No. 5711  
Grantman & Associates, Inc.



23 JUNE 07  
Date



**PARCEL SKETCH**

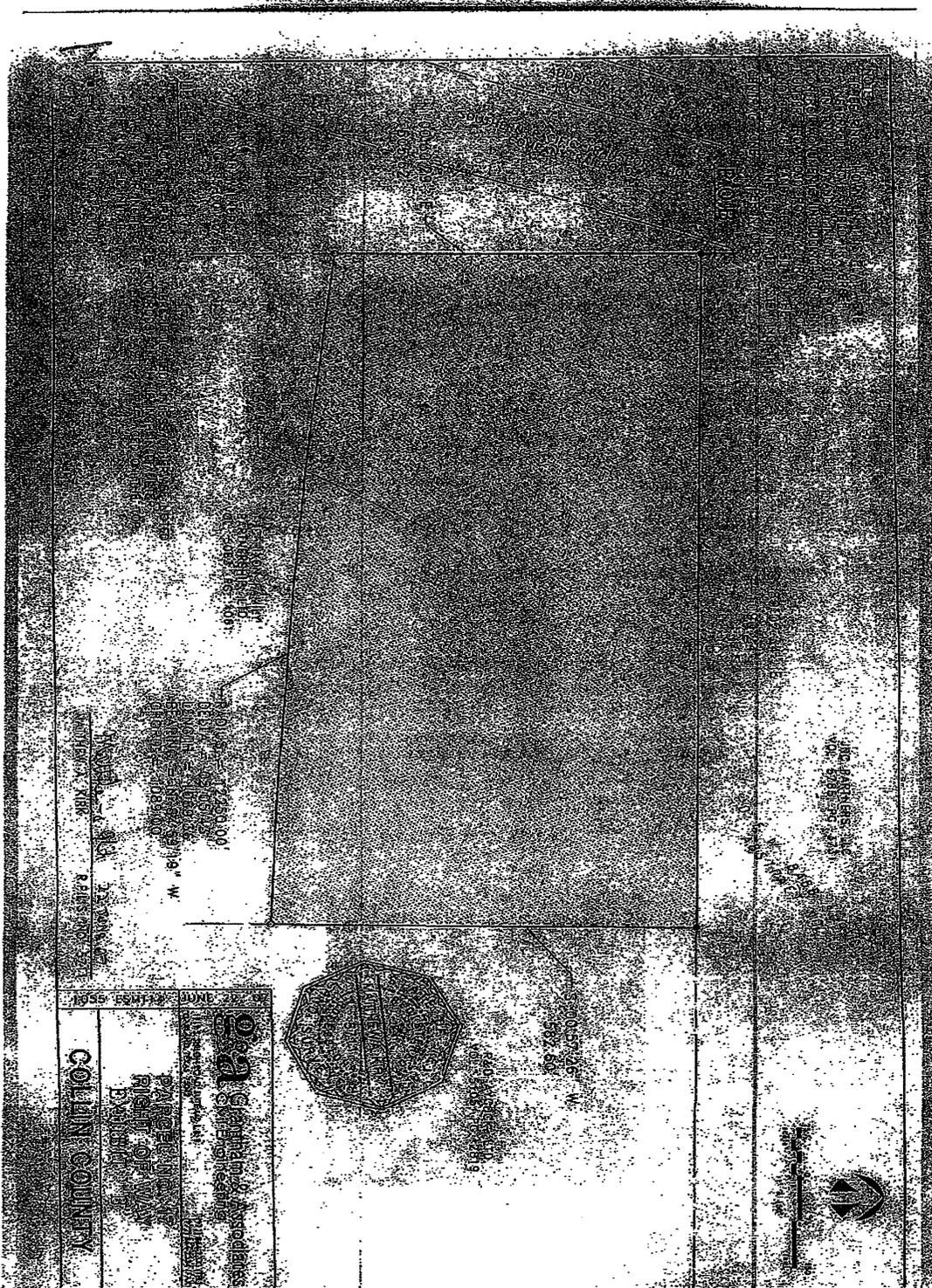


Exhibit "A"  
Parcel No. 15 Right of Way  
39.766 Acres

SITUATED IN THE STATE OF TEXAS, COUNTY OF COLLIN, OUT OF THE D.E.W. BABB SURVEY, ABSTRACT NUMBER 33, BEING PART OF THAT TRACT OF LAND CONVEYED TO R & D AYCOCK, LTD., LP BY DEED OF RECORD IN VOLUME 5251, PAGE 5302, ALL REFERENCES BEING TO THE RECORDS OF THE RECORDER'S OFFICE, COLLIN COUNTY, TEXAS, AND MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING at a ½" iron rod found at a northeasterly corner of that tract conveyed to R&D Aycock, Ltd. by deed of record in Volume 5105, Page 2819, the northwesterly corner of said R & D Aycock, Ltd., LP tract, in the southerly line of that tract conveyed to JNC Partners, LLC by deed of record in Volume 5785, Page 3731;

THENCE South 89°39'12" East, with said southerly line, a distance of 2076.95 feet to a ½" iron rod found;

THENCE South 89°28'40" East, with said southerly line, a distance of 1380.35 feet to a ½" iron rod found in the centerline of County Road 418;

THENCE South 00°09'04" East, with said centerline, a distance of 500.04 feet to an iron rod set;

THENCE crossing said R & D Aycock, Ltd., LP tract the following courses and distances:

North 89°28'40" West, a distance of 1385.46 feet to an iron rod set;

North 89°39'12" West, a distance of 1417.42 feet to an iron rod set at a point of curvature to the left; and

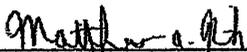
With the arc of said curve, (Delta = 03°11'03", Radius = 11750.00 feet) a chord bearing and distance of South 88°45'16" West, 652.91 feet to an iron rod set in an easterly line of said R&D Aycock, Ltd. tract;

THENCE North 00°19' 41" West, with said easterly line, a distance of 518.18 feet to the POINT OF BEGINNING, containing 39.766 acres of land, more or less.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

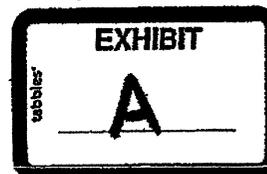
Iron rods set, where indicated, are ½ inch diameter, solid iron rods, 24 inches long with a plastic cap bearing the initials G&A placed on the top.

Bearings for this description were transferred from a field traverse originating from and tying to TXDOT control monuments, including monument numbers R0430030, R0430040, R0430050 and CR-476-1, and are based on the Texas State Plane Coordinate System, North Central Zone, as per NAD 83.

  
Matthew A. Kirk, R.P.L.S. No. 5711  
Grantham & Associates, Inc.



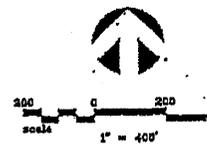
26 JUNE 08  
Date



**NOTE:**  
 THE BEARINGS SHOWN ON THIS PLAT WERE TRANSFERRED FROM A FIELD TRAVERSE ORIGINATING FROM AND TYING TO THE TXDOT CONTROL MONUMENTS, INCLUDING MONUMENT NUMBERS R0430030, R0430040, R0430050 AND CR-476-1, AND ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE, AS PER NAD 83.

**EASEMENT NOTE:**

1. THE SUBJECT PARCEL IS LOCATED WITHIN THE AREA DESCRIBED IN VOLUME 781, PAGE 169 (10' WIDE EASEMENT GRANTED TO NORTH COLLIN WATER SUPPLY CORP. FOR A FRESHWATER SUPPLY LINE).



JNC PARTNERS, LLC  
 VOL. 5785, PG. 3731

S 89°39'12" E  
 2076.95'

S 89°28'40" E  
 1380.35'

39.766 AC.

HEDGECOXE LIMITED, INC.  
 VOL. 5829, PG. 1936

**P.O.B.**

R & D AYCOCK, LTD., LP  
 VOL. 5251, PG. 5302  
 TRACT 1

JNC PARTNERS, LLC  
 VOL. 5746, PG. 4845.

N 00°19'41" W  
 518.18'  
 R & D AYCOCK, LTD.  
 VOL. 5105, PG. 2819

S 00°09'04" E  
 500.04'

RADIUS = 11750.00'  
 DELTA = 03°11'03"  
 LENGTH = 653.00'  
 BEARING = S 88°45'16" W  
 CHORD = 652.91'

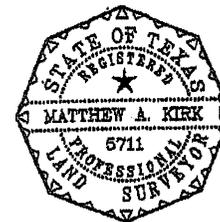
N 89°39'12" W  
 1417.42'

TRACT 2

N 89°28'40" W  
 1385.46'

C COUNTY ROAD 418

D. E. W. BABB SURVEY,  
 ABSTRACT NO. 33



**LEGEND**

- = IRON ROD SET, IRON RODS, WHERE INDICATED, UNLESS OTHERWISE NOTED, ARE TO BE SET AND ARE IRON RODS, ONE HALF INCH IN DIAMETER, TWENTY FOUR INCHES LONG WITH A PLASTIC CAP PLACED ON THE TOP BEARING THE INITIALS G&A.
- = 1/2" IRON ROD FOUND

*Matthew A. Kirk* 26 JUNE 08  
 MATTHEW A. KIRK R.P.L.S. NO. 5711

1055 ESMT12	5/28/08	Grantham & Associates Civil Engineering 1919 S. INLOH ROAD, SUITE 440, L.B. 8 GARLAND, TEXAS 75042 (972) 844-2333 (TEL) (972) 844-2334 (FAX)
	<b>PARCEL NO. 15</b> <b>RIGHT OF WAY</b> <b>EXHIBIT "B"</b>	
<b>COLLIN COUNTY</b>		

**FIELD NOTES**

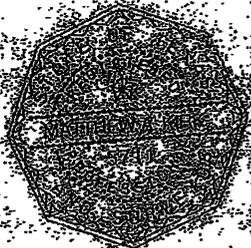
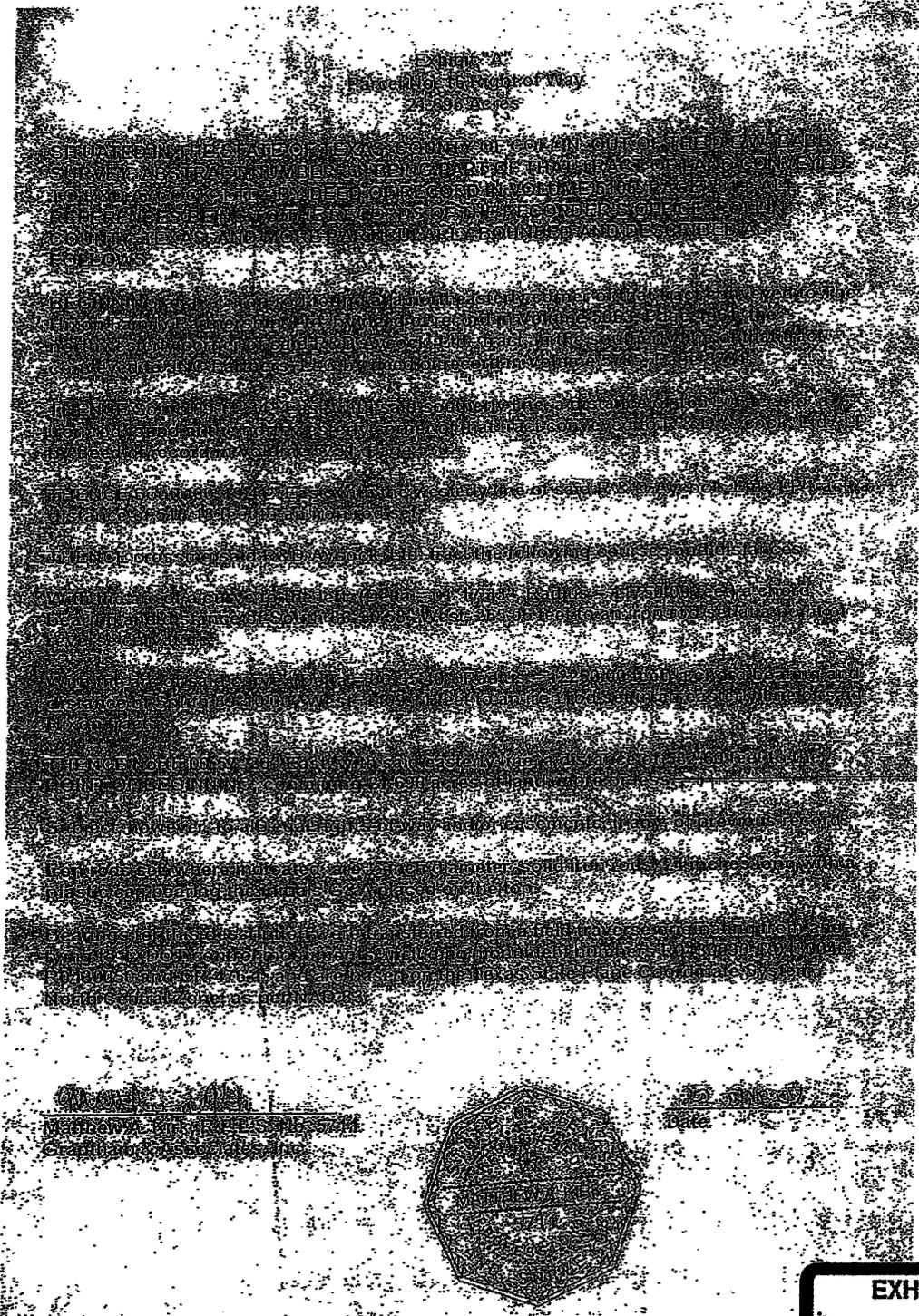
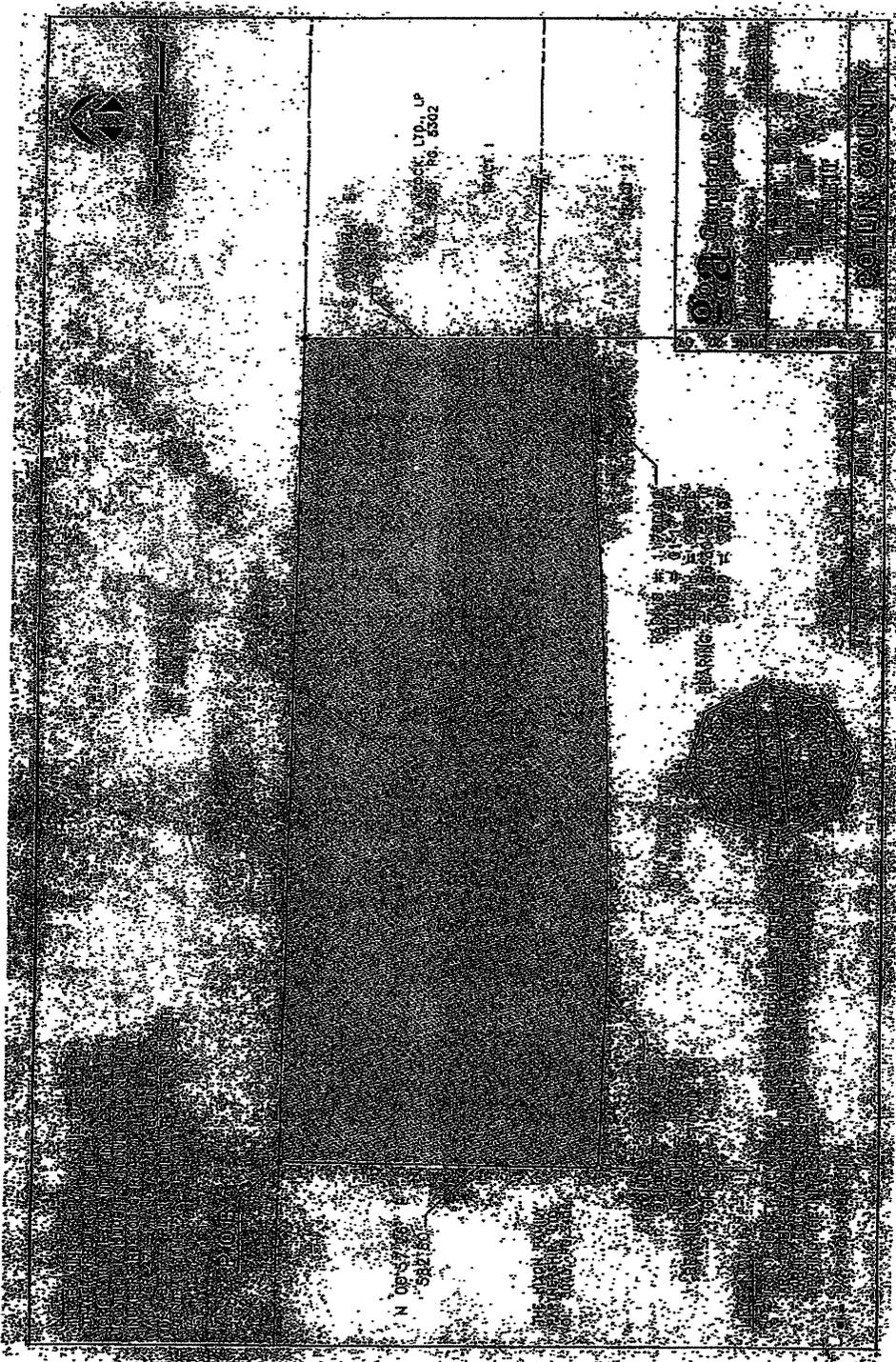


EXHIBIT  
A

PARCEL SKETCH



FIELD NOTES

Exhibit "A"  
Parcel No. 14 Right of Way  
15.889 Acres

SITUATED IN THE STATE OF TEXAS, COUNTY OF COLLIN, OUT OF THE DEWEY BARR SURVEY, ABSTRACT NUMBER 39, BEING PART OF THAT TRACT OF LAND CONVEYED TO JNC PARTNERS, LLC BY DEED OF RECORD IN VOLUME 5816, PAGE 115, ALL REFERENCES BEING TO THE RECORDS OF THE RECORDER'S OFFICE, COLLIN COUNTY, TEXAS, AND MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING at a 1/2" iron rod found in the centerline of County Road 418 at the southwesterly corner of that tract conveyed to Hedgecoxe Limited, Inc. by deed of record in Volume 5829, Page 1936, the northwesterly corner of said JNC Partners, LLC tract;

THENCE North 89°54'14" East with the southerly line of said Hedgecoxe Limited, Inc. tract, a distance of 1490.07 feet to a point found at the southeasterly corner thereof, in the westerly line of the subdivision entitled "Crested Oaks, 108 Acres Phase 2", of record in Cabinet N, Side 697;

THENCE South 00°49'29" West, with said westerly line and with the westerly line of that tract conveyed to John Lee by deed of record in Volume 5890, Page 5295, a distance of 346.52 feet to an iron rod set;

THENCE crossing said JNC Partners, LLC tract the following courses and distances:

South 72°20'49" West, a distance of 66.25 feet to an iron rod set at a point of curvature to the right;

With the arc of said curve, (Delta = 18°10'19", radius = 3114.00 feet) a chord bearing and distance of South 81°25'10" West, 936.50 feet to an iron rod set; and

North 89°25'40" West, a distance of 123.60 feet to an iron rod set in the centerline of said County Road 418;

THENCE North 00°09'04" West, with said centerline, a distance of 506.81 feet to the POINT OF BEGINNING, containing 15.889 acres of land, more or less.

Subject, however, to all legal rights of way and/or easements, if any, of previous record.

Iron rods set, where indicated, are 1/2" inch diameter, solid iron rods, 24 inches long with a plastic cap bearing the initials G&A placed on the top.

Bearings for this description were transferred from a field traverse originating from and tying to TXDOT control monuments, including monument numbers R0430030, R0430040, R0430050 and CR-476-1, and are based on the Texas State Plane Coordinate System, North Central Zone, as per NAD 83.

  
Matthew A. Kirk, R.P.L.S. No. 5711  
Grantham & Associates, Inc.



22 JUNE 07  
Date

