

## **AGREEMENT CONCERNING CONSTRUCTION OF OUTER LOOP**

This Agreement Concerning Construction of Outer Loop (this "Agreement") is executed between Tollway/Outer Loop, L.P. (the "Owner") and Collin County, Texas (the "County"), each a "Party" and collectively the "Parties," to be effective April 16, 2018 (the "Effective Date").

### **ARTICLE I** **RECITALS**

**WHEREAS**, the Owner owns those certain tracts of land located in Collin County, Texas and described by metes and bounds on **Exhibit A** (the "Property"); and

**WHEREAS**, portions of the Property are located within the Cambridge Crossing Public Improvement District (the "PID"); and

**WHEREAS**, the Parties contemplate that either the Owner or the County will construct the portion of the eastbound Outer Loop service road shown on **Exhibit B** from Huddleston Road to the northbound service road of the Dallas North Tollway, also known as Dallas Parkway (the "Outer Loop Segment"); and

**WHEREAS**, the Parties contemplate that the Owner will have the right, but not the obligation, to construct the Outer Loop Segment so long as the Owner commences construction of the Outer Loop Segment before the County appropriates funds for such construction; and

**WHEREAS**, the Parties contemplate that portions of the Outer Loop may be authorized improvements providing a special benefit to the Property within the PID and the costs associated with such special benefit may be paid with financing secured by the PID assessments on the Property; and

**WHEREAS**, if the Owner designs and constructs the Outer Loop Segment, the Owner will do so at its sole cost and expense in accordance with the terms of this Agreement and agreements with the City of Celina related to the PID.

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

### **ARTICLE II** **OUTER LOOP**

The terms set forth below shall apply if the Owner elects to design and construct the Outer Loop Segment by delivering written notice of its intention to the County in accordance with Section 3.4 of this Agreement.

2.1 **Design and Construction**. The Owner may elect to design and construct the Outer Loop Segment at its sole cost and expense. The alignment, form, and pavement section for the Outer Loop Segment shall comply with typical AASHTO and TxDOT standards and must be approved by the Collin County Director of Engineering after review and comments by an engineering consultant working directly for Collin County. The Parties contemplate that the pavement section for the Outer Loop Segment will be a 9-inch continuously reinforced section of

concrete over an 8-inch lime stabilized sub-grade, which will be placed over a 30-inch moisture conditioned base; however, the Parties agree that the ultimate pavement section will be determined based on the findings and recommendations of a professional geo-technical engineer, with the final determination to be made by the Collin County Director of Engineering.

2.2 Completion. The Owner shall have two years from the date construction of the Outer Loop Segment is commenced to complete construction of the Outer Loop Segment.

2.3 Geo-Technical Engineer. The Owner shall hire a professional geo-technical engineer approved by the County, who will perform soil borings and soil testing, and provide construction recommendations.

2.4 County Engineer and Engineering Consultant. In addition to the costs and expenses for designing and constructing the Outer Loop Segment, the Owner shall promptly pay the following:

(a) The Owner shall reimburse the County for the time spent by the County's engineer to review and approve the construction plans for the Outer Loop Segment.

(b) The Owner shall pay directly (i) the County's outside engineering consultant (whether one or more) for its review and approval of the construction plans for the Outer Loop Segment, including review of the Outer Loop Segment's integration into the County's plans for the future south bound Dallas North Tollway service road, and the Collin County Outer Loop east of the Dallas North Tollway; (ii) the County's outside geotechnical engineer involved with pavement design and testing during construction; and (iii) the fees and expenses for project inspection performed by the County's outside engineering consultant.

(c) The Owner shall reimburse the County for the fees and expenses of its outside legal counsel incurred in connection with any of the foregoing or with the enforcement of this Agreement.

2.5 Maintenance. Upon completion of construction, the Owner shall provide a maintenance bond to guarantee and warrant the work for a period of five (5) years against any defective work or labor done, or defective materials furnished, and the County shall accept the Outer Loop Segment and assume all routine maintenance responsibilities for the Outer Loop Segment. The County may assign its maintenance responsibilities under this Section to the Texas Department of Transportation, the North Texas Tollway Authority, the City of Celina or other political subdivision of the State of Texas, and upon assumption thereof by such assignee, the County shall be released from such obligations.

2.6 Payment and Performance Bonds. The County acknowledges that no Texas Government Code Chapter 2253 payment or performance bonds are required as a condition of the Owner's construction of the Outer Loop Segment. Notwithstanding the foregoing or anything else to the contrary contained in this Agreement, the Owner shall cause its contractors to comply with all applicable provisions of Texas Government Code Chapter 2253.

2.7 PID. If the Owner elects to design and construct the Outer Loop Segment in accordance with this Agreement, neither the Owner's obligation to complete the Outer Loop Segment at its sole cost and expense, nor its obligation for payment set forth in Section 2.5 above, shall be conditioned upon whether or not such costs and expenses may be paid with financing secured by PID assessments on the Property.

**ARTICLE III**  
**ADDITIONAL PROVISIONS**

3.1 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than 30 days nor longer than 120 days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. If a Party is in default, the aggrieved Party may seek any relief available at law or in equity.

3.2 Assignment. The Owner shall not assign this Agreement without the prior written consent of the County. The County may, without the Owner's consent, assign this Agreement and its rights and obligations therein to the Colling County Toll Road Authority.

3.3 Recitals. The recitals contained in this Agreement are true and correct as of the Effective Date, and form the basis upon which the Parties negotiated and entered into this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect.

3.4 Notices. All notices required or contemplated by this Agreement (or otherwise given in connection with this Agreement) (a "Notice") shall be in writing, shall be signed by or on behalf of the Party giving the Notice, and shall be effective as follows: (a) on or after the 10<sup>th</sup> business day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested with a confirming copy sent by FAX; (b) on the day delivered by a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the Notice is addressed); or (c) otherwise on the day actually received by the person to whom the Notice is addressed, including, but not limited to, delivery in person and delivery by regular mail or by E-mail (with a confirming copy sent by FAX). Notices given pursuant to this section shall be addressed as follows:

To the County:

Collin County  
c/o Collin County Engineering  
4690 community Avenue, Suite 200  
McKinney, Texas 75071  
Attn: Clarence Daugherty, PE, County Engineer  
TEL: (972) 548-3728

With a copy to: Banowsky & Levine, P.C.  
12801 N. Central Expressway, Suite 1700  
Dallas, Texas 75243  
Attn: Scott Levine  
E-mail [sdl@banowsky.com](mailto:sdl@banowsky.com)  
TEL: (214) 871-1300  
FAX: (214) 871-0038

To the Owner: Attn: Mr. James J. Melino  
Tollway/Outer Loop, L.P.  
c/o The Cambridge Companies, Inc.  
8750 N. Central Expressway, Suite 1735  
Dallas, Texas 75231  
E-mail: [jmelino@cambridgecos.com](mailto:jmelino@cambridgecos.com)  
TEL: (214) 691-2556  
FAX: (214) 691-0682

With a copy to: Attn: Ms. Misty Ventura  
Shupe Ventura, PLLC  
9406 Biscayne Blvd.  
Dallas, Texas 75218  
E-mail: [misty.ventura@svlandlaw.com](mailto:misty.ventura@svlandlaw.com)  
TEL: (214)328-1101  
FAX: (800) 519-3768

3.5 Interpretation. The Parties acknowledge that each of them has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for or against any Party, regardless of which Party originally drafted the provision.

3.6 Authority and Enforceability. The County represents and warrants that this Agreement has been approved by an order duly adopted by the County Commissioner's Court in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the County has been duly authorized to do so. The Owner represents and warrants that this Agreement has been approved by appropriate action of the Owner, and that the individual executing this Agreement on behalf of the Owner has been duly authorized to do so. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions.

3.7 Entire Agreement; Severability. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent



possible, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

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

3.9 Non Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision.

3.10 No Third Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

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

3.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

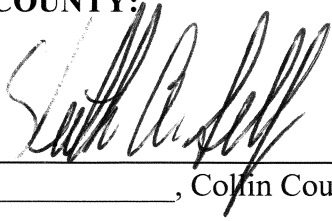
3.13 Exhibits. The following Exhibits are attached to this Agreement and are incorporated herein for all purposes:

- |           |                                                                                                                                                   |
|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------|
| Exhibit A | Metes and Bounds Description of the Property                                                                                                      |
| Exhibit B | Depiction of the Portion of the Eastbound Outer Loop Service Road from Huddleston Road to the Northbound Service Road of the Dallas North Tollway |

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective on the Effective Date.

**COLLIN COUNTY:**

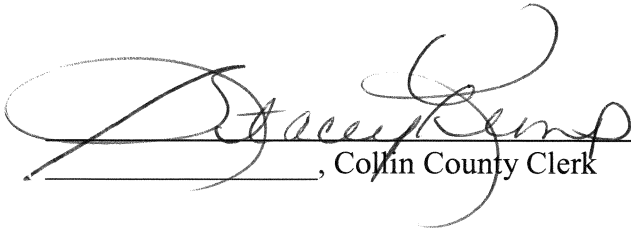


\_\_\_\_\_, Collin County Judge



\_\_\_\_\_  
Date

**ATTEST:**



\_\_\_\_\_, Collin County Clerk

**TOLLWAY/OUTER LOOP, L.P.**  
a Texas limited partnership

By: Tollway/Outer Loop GP, LLC,  
a Texas limited liability company  
its General Partner

By: LLC Manager, Inc.  
A Texas corporation  
its Manager

By:   
James J. Melino, President

Date: April 16, 2018

**EXHIBIT A**  
**METES AND BOUNDS DESCRIPTION OF THE PROPERTY**

(551.945 Acres)

**Parcel 1 (Southern Parcel – 364.114 Acres):**

**BEING** a tract of land situated in the RICHARD ALDERSON SURVEY, ABSTRACT NO. 7, and the T. STATEN SURVEY, ABSTRACT NO. 806, Collin County, Texas, and being part of that tract of land conveyed to Tollway/Outer Loop, LP, according to the documents filed of record in Document Number 20140827000927470 and 20140827000927480, Deed Records, Collin County, Texas, and being more particularly described as follows:

**BEGINNING** at a 1/2 inch iron rod with a red plastic cap found in the approximate center line of Legacy Drive, a variable width right-of-way, (also known as County Road No. 6), for the southwest corner of said Tollway/Outer Loop, LP tract, recorded in Document Number 20140827000927470, being common with the northwest corner of that tract of land conveyed to Stephen Wayne Harris, according to the document filed of record in Document Number 2003-0050617, Deed Records, Collin County, Texas, the northeast corner of that tract of land conveyed to Paul W. Stiles, according to the document filed of record in Document Number 2001-60781, Deed Records, Denton County, Texas, and being the southeast corner of that tract of land conveyed to Smiley Road, LTD, according to the document filed of record in Document Number 2005-102909, Deed Records, Denton County, Texas;

**THENCE** North 00° 31' 22" West, leaving said common corner and with the common west line of said Tollway/Outer Loop, LP tract and east line of said Smiley Road, LTD tract, a distance of 1,441.29 feet to a 1/2 inch iron rod with a red plastic cap found for the southwest corner of that tract of land conveyed to Stephen W. Harris and wife, Sandra D. Harris, according to the document filed of record in Volume 3399, Page 27, Deed Records, Collin County, Texas;

**THENCE** North 89° 19' 12" East, with the south line of said Stephen W. Harris and wife, Sandra D. Harris tract, a distance of 290.73 feet to a point for the southeast corner of said Harris tract;

**THENCE** North 00° 36' 53" West, a distance of 300.52 feet to a 1/2 inch iron rod found in the south line of that tract of land conveyed to Gary Lynn Mitchell and wife, Laura D. Mitchell, according to the document filed of record in Volume 4747, Page 939, Deed Records, Collin County, and being the northeast corner of that tract of land conveyed to Richard Tillery and Spouse, Brinda Tillery, as recorded in Volume 5835, Page 4359, Deed Records, Collin County, Texas;

**THENCE** North 89° 44' 10" East, with the south line of said Mitchell tract, a distance of 10.07 feet to a 1/2 inch iron rod with an orange plastic cap found for the southeast corner of said Mitchell tract;





**THENCE** North 00° 32' 00" West, with the east line of said Mitchell tract, a distance of 147.35 feet to a 1/2 inch iron rod with an orange plastic cap found for the northeast corner of said Mitchell;

**THENCE** South 89° 12' 17" West, with the north line of said Mitchell tract, a distance of 300.27 feet to a 3/8 inch iron rod found in the west line of the above mentioned Tollway/Outer Loop, LP tract, being common with the east line that tract of land conveyed to G Bar &, LTD, according to the document filed of record in Document Number 2005-13872, Deed Records, Denton County, Texas, for the northwest corner of said Mitchell tract;

**THENCE** North 00° 25' 26" West, with said common line, a distance of 1,256.18 feet to a point for corner;

**THENCE** Leaving said common line, over and across said Tollway/Outer Loop, LP tract, the following seven (7) courses and distances:

North 89° 37' 48" East, a distance of 55.93 feet to a point for corner at the beginning of a curve to the left having a central angle of 09° 59' 44", a radius of 4,000.00 feet and a chord bearing and distance of North 84° 37' 56" East, 696.94 feet;

With said curve to the left, an arc distance of 697.82 to a point for corner;

North 79° 38' 04" East, a distance of 250.32 feet to a point for corner at the beginning of a curve to the right having a central angle of 41° 23' 20", a radius of 3,500.00 feet and a chord bearing and distance of South 79° 40' 16" East, 2,473.68 feet;

With said curve to the right, an arc distance of 2,528.30 to a point for corner;

South 58° 58' 36" East, a distance of 558.92 feet to a point for corner at the beginning of a curve to the left having a central angle of 31° 44' 36", a radius of 3,450.00 feet and a chord bearing and distance of South 74° 50' 55" East, 1,887.04 feet;

With said curve to the right, an arc distance of 1,911.39 to a point for corner;

North 89° 16' 47" East, a distance of 18.96 feet to a point for corner in the east line of the above mentioned Tollway/Outer Loop, LP tract, being common with the west line of that tract of land conveyed to Celina Stearman 39, LP, according to the document filed of record in Document Number 20070605000757520, Deed Records, Collin County, Texas;

**THENCE** South 00° 45' 23" East, with said common line, a distance of 1,976.28 feet to a point in the north line of that tract of land conveyed to Two-J Partners, LLLP, according to the document filed of record in Document Number 20080509000562500, Deed Records, Collin County, Texas, for the southeast corner of said Tollway/Outer Loop, LP tract, being common with the southwest corner of said Celina Stearman 39, LP tract;

**THENCE** North 89° 59' 51" West, leaving said common corner and with the north line of said Two-J Partners, LLLP tract, a distance of 1,275.78 feet to a point for the southeast corner of the above mentioned Tollway/Outer Loop, LP tract, recorded in Document Number 20140827000927480, Deed Records, Collin County, Texas;

**THENCE** South 89° 43' 04" West, with said north line, being common with the south line of said Tollway/Outer Loop, LP tract, a distance of 2,488.02 feet to a point for the southwest corner of said Tollway/Outer Loop, LP tract corner;

**THENCE** South 89° 30' 12" West, continuing with said north line, a distance of 538.98 feet to a 1/2 inch iron rod with a red plastic cap found for an interior ell corner of the above mentioned Tollway/Outer Loop, LP tract, recorded in Document Number 20140827000927470, being common with the northwest corner of said Two-J Partners, LLLP tract;

**THENCE** South 01° 04' 11" East, leaving said common corner, a distance of 26.82 feet to a 1/2 inch iron rod found in the west line of said Two-J Partners, LLLP tract, for the most southern, southeast corner of said Tollway/Outer Loop, LP tract, being common with the northeast corner of the above mentioned Stephen Wayne Harris tract;

**THENCE** South 89° 34' 23" West, leaving said common corner and with the north line of said Stephen Wayne Harris Tract, a distance of 1,446.40 feet to the **POINT OF BEGINNING** and containing 364.114 acres of land, more or less.

**Parcel 2 (Northern Parcel - 187.831 Acres):**

**BEING** a tract of land situated in the RICHARD ALDERSON SURVEY, ABSTRACT NO. 7, F.D. GARY SURVEY, ABSTRACT NO. 360, T. STATEN SURVEY, ABSTRACT NO. 806, and the I.C. WILLIAMSON SURVEY, ABSTRACT NO. 943, Collin County, Texas, and being part of that tract of land conveyed to Tollway/Outer Loop, LP, according to the document filed of record in Document Number 20140827000927470, Deed Records, Collin County, Texas, and being more particularly described as follows:

**BEGINNING** at a 3/8 inch iron rod found in the east line of that tract of land conveyed to Old Celina, LTD, according to the document filed of record in Document Number 2005-76678, Deed Records, Denton County, Texas, for the most westerly, northwest corner of said Tollway/Outer Loop, LP tract, being common with the southwest corner of that tract of land conveyed to Planetial, LP, according to the document filed of record in Document Number 20091016001276920, Deed Records, Collin County, Texas;

**THENCE** North 89° 24' 25" East, leaving said common corner and with the south line of said Planetial, LP tract, a distance of 1,230.89 feet to a 5/8 inch iron rod with a yellow plastic cap found for an interior ell corner of said Tollway/Outer Loop, LP tract, being common with the southeast corner of said Planetial, LP tract;

**THENCE** North 00° 35' 12" West, leaving said common corner, a distance of 1,053.04 feet to a 1/2 inch iron rod found in the east line said Planetial, LP tract, for a northwest corner of said

Tollway/Outer Loop, LP tract, being common with the southwest corner of that tract of land conveyed to Estate of Ruth Monschke, according to the document filed of record in Document Number 94-0034942, Deed Records, Collin County, Texas;

**THENCE** North 89° 23' 58" East, leaving said east line and said common corner, a distance of 2,483.59 feet to a 1/2 inch iron rod with a yellow plastic cap found for an interior ell corner of said Tollway/Outer Loop, LP tract, being common with the southeast corner of said Estate of Ruth Monschke tract;

**THENCE** North 00° 45' 41" West, leaving said common corner, a distance of 659.70 feet to a 1/2 inch iron rod with a yellow plastic cap found in the east line of said Estate of Ruth Monschke tract, for the most northerly, northwest corner of said Tollway/Outer Loop, LP tract, being common with the southwest corner of that tract of land conveyed to G Bar 7, LTD, according to the document filed of record in Document Number 2005-0015684, Deed Records, Collin County, Texas;

**THENCE** North 89° 38' 12" East, leaving said east line and said common corner, a distance of 1,028.26 feet to a 1/2 inch iron rod found in the west line of that tract of land conveyed to Stiles Family Limited Partnership, according to the document filed of record in Document Number 97-0009838, Deed Record, Collin County, Texas, for the most northerly, northeast corner of said Tollway/Outer Loop, LP tract, being common with the southeast corner of said G Bar &, LTD tract;

**THENCE** South 00° 14' 13" East, leaving said common corner and with said west line, a distance of 2,005.25 feet to a 1/2 inch iron rod with a yellow plastic cap found for an interior ell corner of said Tollway/Outer Loop, LP tract, being common with the southwest corner of said Stiles Family Limited Partnership tract;

**THENCE** North 89° 32' 06" East, leaving said common corner, a distance of 981.23 feet to a 1/2 inch iron rod found for the southeast corner of said Stiles Family Limited Partnership tract, being common with the southwest corner of that tract conveyed to Celina Tollway 107 Partners, LTD, according to the document filed of record in Document Number 2010110900122310, Deed Records, Collin County, Texas;

**THENCE** North 89° 35' 38" East, leaving said common corner, a distance of 357.47 feet to a 1/2 inch iron rod found in the south line of said Celina Tollway 107 Partnership, LTD tract, being the most easterly, northeast corner of said Tollway/Outer Loop, LP tract, being common with the northwest corner of that tract of land conveyed to Billie J. May Family Trust, according to the document filed of record in Document Number 20110921001005300, Deed Records, Collin County, Texas;

**THENCE** South 00° 32' 36" East, leaving said common corner, a distance of 1,290.62 feet to a point for corner in the east line of said Tollway/Outer Loop, LP tract, being common with the west line of said Billie J. May Family Trust tract;

**THENCE** Leaving said common line, over and across said Tollway/Outer Loop, LP tract, the following eight (8) courses and distances:

South 86° 10' 05" West, a distance of 220.32 feet to a point for corner;

South 89° 16' 47" West, a distance of 131.68 feet to a point for corner at the beginning of a curve to the right having a central angle of 31° 44' 36", a radius of 2,950.00 feet and a chord bearing and distance of North 74° 50' 55" West, 1,613.56 feet;

With said curve to the right, an arc distance of 1,634.38 feet to a point for corner;

North 58° 58' 36" West, a distance of 558.92 feet to a point for corner at the beginning of a curve to the left having a central angle of 41° 23' 20", a radius of 4,000.00 feet and a chord bearing and distance of North 79° 40' 16" West, 2,827.06 feet;

With said curve to the left, an arc distance of 2,889.48 feet to a point for corner;

South 79° 38' 04" West, a distance of 250.32 feet to a point for corner at the beginning of a curve to the right having a central angle of 09° 59' 44", a radius of 3,500.00 feet and a chord bearing and distance of South 84° 37' 56" West, 609.82 feet;

With said curve to the right, an arc distance of 610.59 feet to a point for corner;

South 89° 37' 48" West, a distance of 56.40 feet to a point for corner in the west line of the above mentioned Tollway/Outer Loop, LP tract, being common with the east line of the above mentioned Old Celina, LTD tract;

**THENCE** North 00° 25' 26" West, with said common line, a distance of 429.54 feet to the **POINT OF BEGINNING** and containing 202.831 acres of land, more or less.

SAVE AND EXCEPT the following parcel of land:

**Parcel 1 (15 Acre School Site):**

**BEING** a tract of land situated in the RICHARD ALDERSON SURVEY, ABSTRACT NO. 7, T. STATEN SURVEY, ABSTRACT NO. 806, and the I.C. WILLIAMSON SURVEY, ABSTRACT NO. 943, Collin County, Texas, and being part of that tract of land conveyed to Tollway/Outer Loop, LP, according to the document filed of record in Document Number 20140827000927470, Deed Records, Collin County, Texas, and being more particularly described as follows:

**COMMENCING** at a 1/2 inch iron rod with a yellow plastic cap found for an interior ell corner of said Tollway/Outer Loop, LP tract, being common with the southwest corner of that tract of land conveyed to Stiles Family Limited Partnership, according to the document filed of record in Document Number 97-0009838, Deed Records, Collin County, Texas;



**THENCE** Leaving said common corner, over and across said Tollway/Outer Loop, LP tract, the following nineteen (19) courses and distances:

South 77° 57' 59" West, a distance of 45.62 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for the **POINT OF BEGINNING** of the tract of land described here in;

South 81° 33' 18" West, a distance of 87.52 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 57° 24' 10" West, a distance of 93.03 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 44° 09' 30" West, a distance of 62.32 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 37° 25' 04" West, a distance of 62.32 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 30° 00' 11" West, a distance of 74.76 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 24° 53' 57" West, a distance of 75.14 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 15° 33' 45" West, a distance of 10.54 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 84° 59' 41" West, a distance of 175.50 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 35° 30' 13" West, a distance of 58.33 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a non-tangent curve to the left having a central angle of 190° 45' 31", a radius of 50.00 feet and a chord bearing and distance of South 16° 58' 32" West, 99.56 feet;

With said curve to the left, an arc distance of 166.47 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 13° 39' 35" West, a distance of 214.40 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a non-tangent curve to the right having an angle of 65° 36' 16", a radius of 325.00 feet and a chord bearing and distance of North 33° 24' 09" West, 352.13 feet;

With said curve to the right, an arc distance of 372.13 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;



North 00° 36' 02" West, a distance of 332.02 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a curve to the left having a central angle of 24° 43' 32", a radius of 525.00 feet and a chord bearing and distance of North 12° 57' 48" West, 224.81 feet;

With said curve to the left, an arc distance of 226.56 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

North 52° 42' 56" East, a distance of 698.10 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

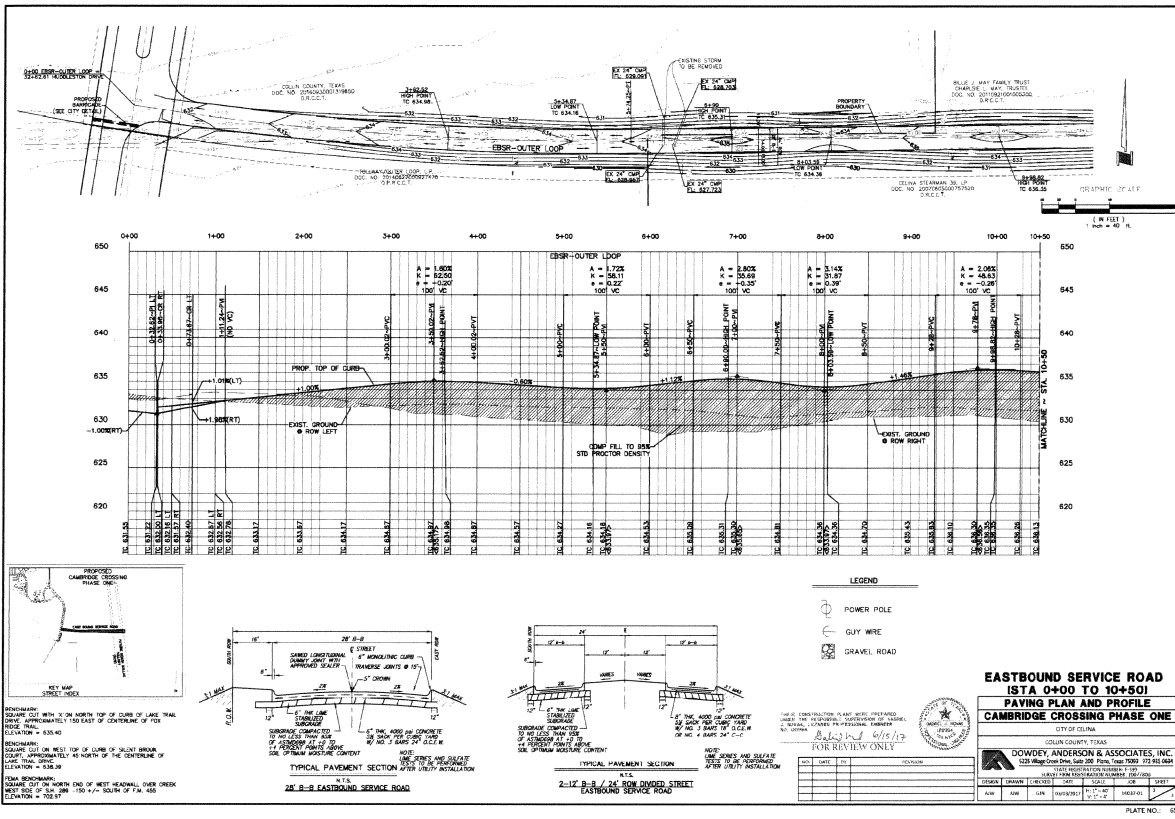
North 65° 27' 32" East, a distance of 324.76 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

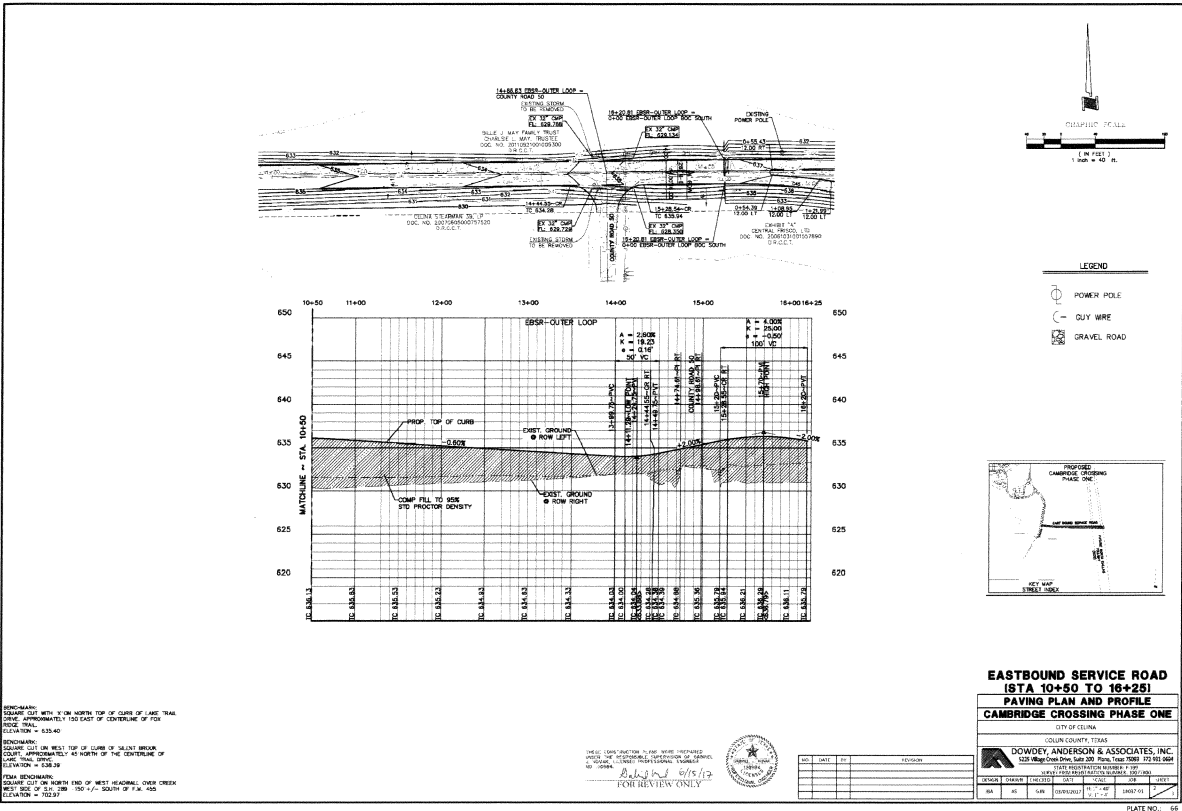
South 00° 14' 13" East, a distance of 715.17 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a curve to the left having a central angle of 01° 52' 20", a radius of 645.00 feet and a chord bearing and distance of South 01° 10' 22" East, 21.07 feet;

With said curve to the left, an arc distance of 21.08 feet to the **POINT OF BEGINNING** and containing 15.000 acres of land, more or less.

# EXHIBIT B

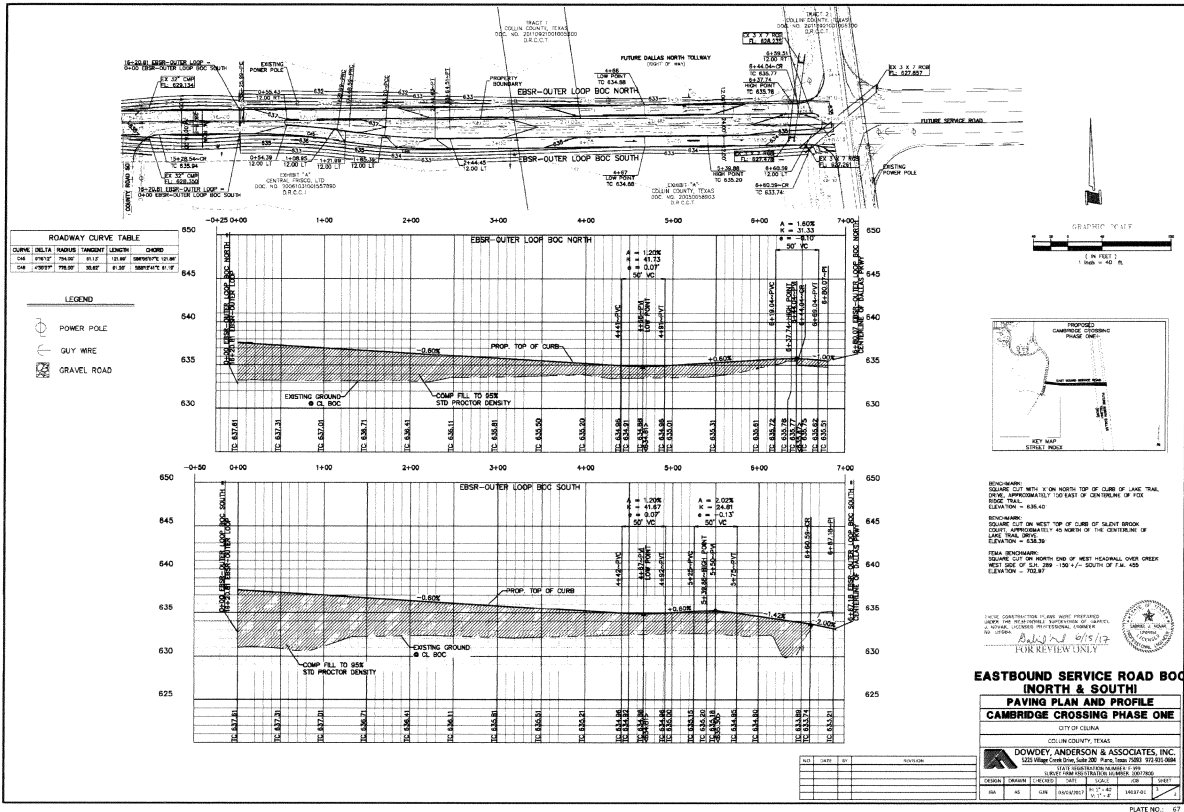
## DEPICTION OF THE PORTION OF THE EASTBOUND OUTER LOOP SERVICE ROAD FROM HUDDLESTON ROAD TO THE NORTHBOUND SERVICE ROAD OF THE DALLAS NORTH TOLLWAY



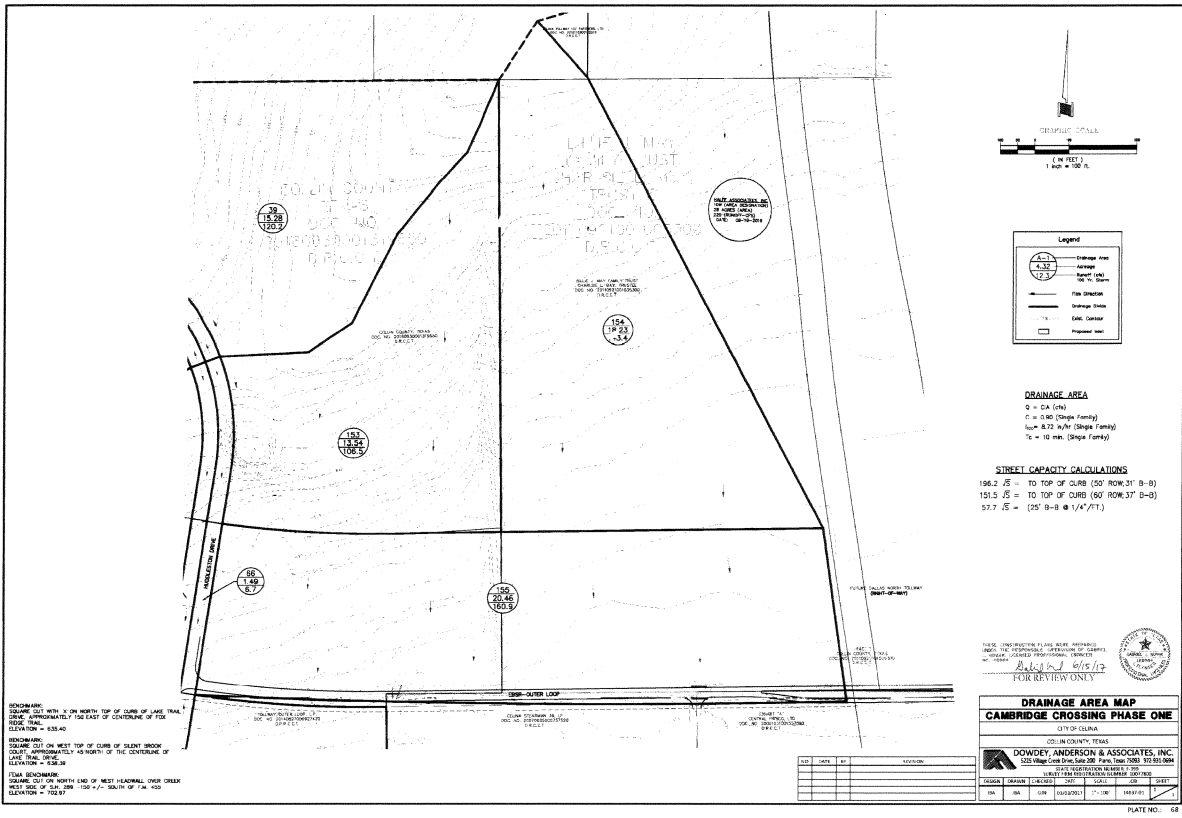


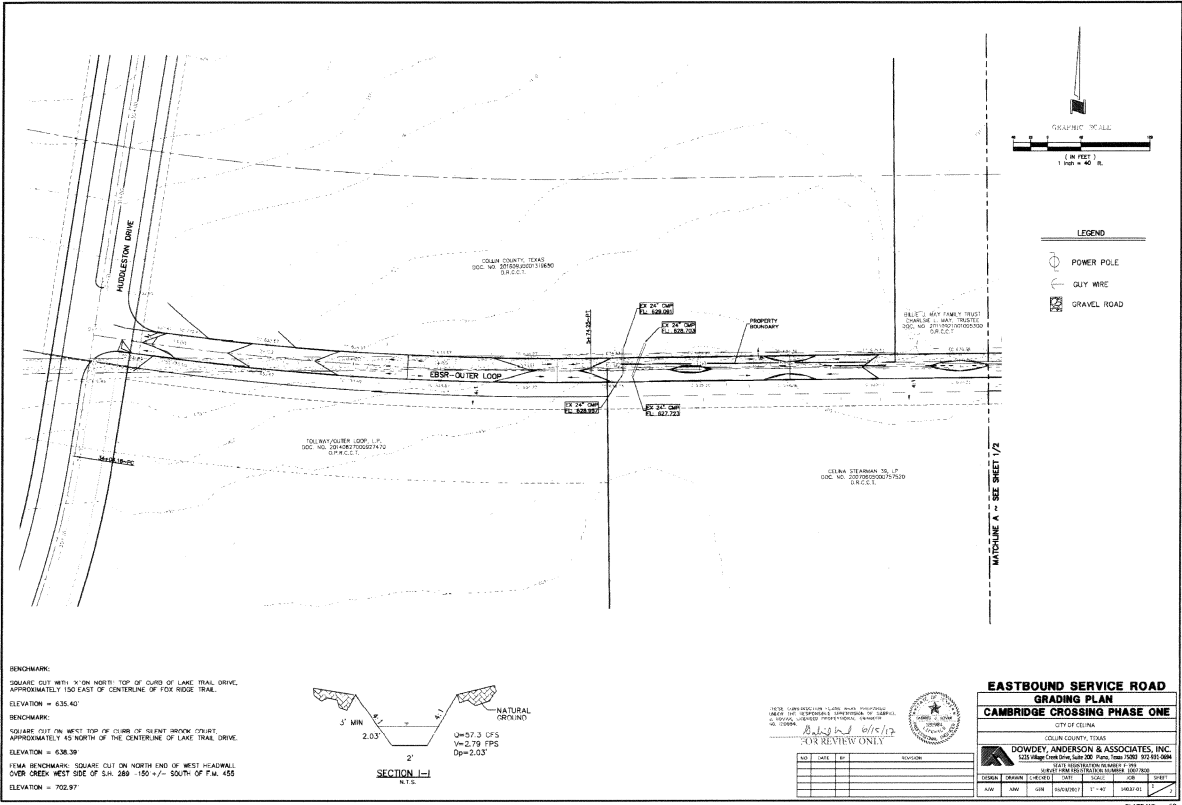
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