

COATS | ROSE

A Professional Corporation

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AND CALIFORNIA

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January 11, 2017

Via Federal Express

The Honorable Judge Keith Self, County Judge
Collin County Commissioners Court
2300 Bloomdale Road, Suite 4192
McKinney, Texas 75071

RECEIVED
COMMISSIONER'S COURT
2017 JAN 12 AM 9:15

Re: Legislation Creating Celina Municipal Management District No. 2

Dear Judge Self:

Enclosed please find a copy of legislation proposing to create Celina Municipal Management District No. 2 (the "District"). The proposed District is located within the corporate limits and extraterritorial jurisdiction of the City of Celina.

By this correspondence, we formally give you notice of our intent to offer the referenced legislation in the form of a bill to be filed in the presently pending 85th Legislature of the State of Texas. Please note that the District will be subject to all applicable rules and regulations promulgated by the City relating to districts located in the corporate limits and extraterritorial jurisdiction of the City.

Please feel free to contact the undersigned should you have any questions or comments.

Very truly yours,



Natalie B. Scott

Enclosures

Barton Oaks Plaza, 901 South MoPac Expressway, Building 1 Suite 500, Austin, Texas 78746

Phone: 512-469-7987 Fax: 512-469-9408

Web: www.coatsrose.com

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000001.000033\4814-9781-7918.v1



Celina Record, Internet

AFFIDAVIT OF LEGAL NOTICE

I, Nick Souders, Inside Sales Manager of the Celina Record, Internet a newspaper printed in the English language in Collin County, State of Texas, do hereby certify that this notice was Published in the Celina Record, Internet on the following dates, to-wit

Celina Record	12/23/16	12/23/16	1
Internet	12/23/16	12/23/16	1

LEGAL: NOTICE OF INTENT

\$115.00

(Description)

(Cost)

Inside Sales Manager of the Celina Record, Internet

Subscribed and sworn on this

23 day of December, 2016

Joni Craghead



Notary Public, State of Texas

publication can be made available upon request in alternative formats, such as, large print, audiotape or computer. Requests can be made by calling 972-944-94 (Voice) or email contact-adacompliance@mcKinneytexas.org. Please allow at least 48 hours for your request to be completed.

LEGAL NOTICE

County Community College District Purchasing Dept., Higher Education, 3452 Spur 399, Room 367, McKinney, Texas 75069 will receive electronically proposals until **3:00 p.m., January 17 for RFQ No. 4027: Bond Project Management Services**. Receipt of proposals must be publicly acknowledged at the above address and date. A Pre-Qualifications Conference will be held on January 5, 2017 @ 3:00 p.m. at Collin County Community College District, Collin Higher Education Center, Spur 399, Board Conference Room McKinney, Texas 75069. Vendors can register to receive District bid notices, view bid opportunities, download and return bids by visiting the District's web-site www.collin.edu/purchasing. Contact Purchasing Department at (972) 758-1100 for additional information. "Collin encourages participation in the proposal process by small, minority and female-owned businesses. Collin does not discriminate on the basis of race, color, religion, gender, national origin, age, disability or veteran status."

NOTICES

NOTICES

LEGAL NOTICE

in the Plano ISD Purchasing Department, TX, 75023, then publicly read as follows:

Planning Strategy Planning Consultant -
0:00 am

Proposal listed may be obtained on our web site at www.pisd.edu. "Purchasing Services", then "Upcoming Bids" may also be picked up at the offices of the Purchasing Department, 6600 Alma Drive, Plano, Texas 75075. Bidder must bring a copy of the bid to obtain any addenda that pertains to the bid.

to reject any or all bids/proposals, and to award, except time of filing.

NOTICES

NOTICES

LEGAL NOTICE

Sealed Bid #1712-024
Plans and Sign Blanks
for the City of Frisco, Texas

Accepting Competitive Sealed Bids for

Plans to this Competitive Sealed Bid
Attention: Daniel Ford, Purchasing Manager,
Frisco, Texas 75034 until **2:00 PM**
The deadline for questions is December 15, 2016.
All questions should be emailed to
The CSB Documents may be obtained from the Purchasing Department at www.frisco.texas.gov/bids or from

bind the City to any contract for said bid and give any guarantee that a contract

LEGAL NOTICE

NOTICE OF INTENT TO INTRODUCE A BILL

Pursuant to the Constitution and laws of the State of Texas, notice is hereby given of the intention to apply to the 85th Legislature of the State of Texas at its regular session in Austin, Texas for the introduction of a bill, the substance of the contemplated law being as follows:

An act relating to the creation, administration, powers, duties, operation, and financing of the **Celina Municipal Management District No. 2**.

The Act proposes to create a special district to be known as the Celina Municipal Management District No. 2, being approximately 1397.2 acres in Collin County, Texas, more particularly described as follows:

Approximately 1397.2 acres located east of Highway 289; located west of and adjacent to High Point Estates; bounded on the east by County Road 128; bounded on the north by County Road 100, County Road 101, and County Road 130; and bounded partially on the south by County Road 96 (Settler's Ridge Road).

All interested persons will, therefore, take notice of the matters and facts set out in the foregoing statement of the substance of the contemplated laws as required by the Constitution and laws of the State of Texas.

NOTICES

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LEGAL NOTICE

City of McKinney, Texas Advertisement for Bids

The City of McKinney is accepting sealed bids toward establishing an annual fixed price contract for Janitorial Services for the City of McKinney. Specifications for this project may be obtained on our electronic procurement system @ <https://mckinneyionwave.net>.

A non-mandatory pre-bid conference is scheduled for 8:00 AM on December 22, 2016 starting at 1550 S. College St. Bldg D, McKinney, Texas 75069. This will be a full day event and each facility listed in the bid documents will be visited with a brief tour provided.

Bids will be publicly opened and read aloud in the office of the Purchasing Manager, at the address below, shortly after the specified time for delivery. All bids must be clearly addressed to the Purchasing Department and include the bid name and number on the outside of the envelope/package.

Bid Deliveries: The City encourages all bids to be submitted electronically on the City's eBid system. However, the City will also accept paper bids, if received by the due date and time listed below. The City of McKinney can not guarantee, due to internal mail delivery procedures, that any bids sent priority mail will be picked up from the post office by city mail employees and delivered to the Purchasing Department by the closing date and time. It is recommended that bid deliveries be made either in person or via an alternate delivery method ensuring delivery to the physical address. **Bidder shall bear full responsibility for ensuring that the bid/proposal is delivered to the specified location by due date and time.** Late bids will be considered as non-responsive.

BID NAME:	Janitorial Services- City Wide
BID NO.:	17-24FP
DUE DATE/TIME:	2:00 p.m., January 12, 2016
MAIL OR DELIVER TO:	City of McKinney Purchasing Department PO Box 517 1550D South College McKinney, Texas 75069

Accommodations and modifications for people with disabilities are available upon request. Requests should be made as far in advance as possible, but no less than 48 hours prior to the meeting. Submit requests to contact-adacompliance@mcKinneytexas.org or to Samantha Frison, ADA Coordinator, 972-547-2694.

The City reserves the right to reject any and all bids and to waive any informality in bids received, deemed to be in the best interest of the City. No officer or employee of the City of McKinney shall have a financial interest, direct or indirect, in any contract with the City of McKinney.

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AN ACT

relating to the creation of the Celina Municipal Management District No. 2; providing authority to impose a tax, levy assessments, and issue bonds.

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

SECTION 1. Subtitle C, Title 4, Special District Local Laws Code, is amended by adding Chapter 3___ to read as follows:

CHAPTER 3 . CELINA MUNICIPAL MANAGEMENT DISTRICT NO. 2

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 3 .001. DEFINITIONS. In this chapter:

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

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

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

(4) "Director" means a board member.

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

Sec. 3 .002. CREATION AND NATURE OF DISTRICT. The district is a special district created under Section 59, Article XVI, Texas Constitution.

Sec. 3 .003. PURPOSE; LEGISLATIVE FINDINGS. (a) The creation of the district is essential to accomplish the purposes of Sections 52 and 52-a, Article III, and Section 59, Article XVI,

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

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

(c) The district is created to supplement and not to supplant city services provided in the district.

Sec. 3 .004. FINDINGS OF BENEFIT AND PUBLIC PURPOSE. (a) The district is created to serve a public use and benefit.

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

(c) The creation of the district is in the public interest and is essential to further the public purposes of:

(1) developing and diversifying the economy of the state;

(2) eliminating unemployment and underemployment;

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(3) developing or expanding transportation and commerce;

and

(4) providing quality residential housing.

(d) The district will:

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

(2) provide needed funding for the district to enhance the economic health and vitality of the district territory as a residential community and business center; and

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

(e) Pedestrian ways along or across a street, whether at grade or above or below the surface, and street lighting, street landscaping, vehicle parking, and street art objects are parts of and necessary components of a street and are considered to be an improvement project that includes a street or road improvement.

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

Sec. 3 .005. INITIAL DISTRICT TERRITORY. (a) The district is initially composed of the territory described by Section 2 of

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the Act enacting this chapter.

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

(1) organization, existence, or validity;

(2) right to issue any type of bond for the purposes for which the district is created or to pay the principal of and interest on the bond;

(3) right to impose or collect an assessment or tax; or

(4) legality or operation.

Sec. 3 .006. APPLICABILITY OF MUNICIPAL MANAGEMENT DISTRICTS LAW. (a) Except as otherwise provided by this chapter, Chapter 375, Local Government Code, applies to the district.

(b) If a provision of Chapter 375, Local Government Code, is in conflict or inconsistent with this chapter, this chapter prevails.

Sec. 3 .007. CONSENT OF MUNICIPALITY REQUIRED. The board may not hold an election to authorize the issuance of bonds until the city has consented by ordinance or resolution to the creation of the district and to the inclusion of land in the district. City consent shall be granted in the same manner as for a city service district under Section 54.016, Water Code.

Sec. 3 .008. ANNEXATION BY CITY. Notwithstanding any other

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law, if all of the territory of the district is annexed by the city into its corporate limits, the district is not dissolved and continues until the district is dissolved under Section 3 .301.

Sec. 3 .009. LIBERAL CONSTRUCTION OF CHAPTER. This chapter shall be liberally construed in conformity with the findings and purposes stated in this chapter.

SUBCHAPTER B. BOARD OF DIRECTORS

Sec. 3 .051. GOVERNING BODY; TERMS. The district is governed by a board of five directors who serve staggered terms of four years expiring June 1 of each even-numbered year.

Sec. 3 .052. APPOINTMENT OF DIRECTORS. (a) The governing body of the city, by a majority vote, shall appoint one member of the board.

(b) At any time, the governing body of the city may remove and replace the director appointed by the city.

(c) The board shall recommend to the commission persons to serve in the other four positions. The board shall recommend to the commission the appropriate number of successor directors before the terms of directors appointed under this subsection expire. The commission shall appoint as directors the persons recommended by the board.

Sec. 3 .053. VACANCY. If a vacancy occurs on the board, the remaining directors shall appoint a director for the remainder of the unexpired term.

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Sec. 3 .054. DIRECTOR'S OATH OR AFFIRMATION. (a) A
director shall file the director's oath or affirmation of office
with the district, and the district shall retain the oath or
affirmation in the district records.

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

Sec. 3 .055. OFFICERS. The board shall elect from among
the directors a chair, a vice chair, and a secretary. The offices
of chair and secretary may not be held by the same person.

Sec. 3 .056. COMPENSATION; EXPENSES. (a) The district may
compensate each director in an amount not to exceed \$50 for each
board meeting. The total amount of compensation for each director
in one year may not exceed \$2,000.

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

Sec. 3 .057. LIABILITY INSURANCE. The district may obtain
and pay for comprehensive general liability insurance coverage from
a commercial insurance company or other source that protects and
insures a director against personal liability and from all claims
relating to:

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

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

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

Sec. 3 .058. NO EXECUTIVE COMMITTEE. The board may not create an executive committee to exercise the powers of the board.

Sec. 3 .059. BOARD MEETINGS. The board shall hold meetings at a place accessible to the public and located within the district or the city.

Sec. 3 .060. INITIAL DIRECTORS. (a) On or after the effective date of the Act creating this chapter, the owner or owners of a majority of the assessed value of the real property in the district according to the most recent certified tax appraisal roll for the county may submit a petition to the commission requesting that the commission appoint as initial directors the four persons named in the petition. The commission shall appoint the four persons named in the petition as initial directors.

(b) The governing body of the city, by a majority vote, shall appoint one initial director.

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

(d) This section expires September 1, 2019.

SUBCHAPTER C. POWERS AND DUTIES

Sec. 3 .101. GENERAL POWERS AND DUTIES. The district has the powers and duties necessary to accomplish the purposes for

___ B. No. ___

which the district is created.

Sec. 3 .102. IMPROVEMENT PROJECTS AND SERVICES. (a) The district may provide, design, construct, acquire, improve, or finance an improvement project or service using money available to the district, or contract with a governmental or private entity to provide, design, construct, acquire, improve, or finance an improvement project or service authorized under this chapter or Chapter 375, Local Government Code; provided, however, that the district shall not construct or finance an improvement project other than water, sewer, and drainage facilities and roads without the written consent of the governing body of the city.

(b) An improvement project may be located inside or outside the district.

(c) Ownership of any improvement project shall be transferred to the city upon acceptance by the city and before the improvement is put into operation.

Sec. 3 .103. RETAIL WATER AND SEWER SERVICES. The district may not provide retail water or sewer services.

Sec. 3 .104. ADDING OR REMOVING TERRITORY. (a) The board may add or remove territory as provided by Subchapter J, Chapter 49, Water Code; provided, however, that the amount of territory to be added to the district and any district created by division shall not exceed a total of 100 acres.

(b) The board may not add territory to the district without

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the written consent of the governing body of the city.

Sec. 3 .105. NO EMINENT DOMAIN POWER. The district may not exercise the power of eminent domain unless authorized by the city.

SUBCHAPTER D. DIVISION OF DISTRICT INTO MULTIPLE DISTRICTS

Sec. 3 .151. DIVISION OF DISTRICT; PREREQUISITE. The district, including territory added to the district upon consent by the city, may be divided into two or more new districts only if the district has no outstanding bonded debt. Territory previously added under Section 3 .104 may be included in a new district.

Sec. 3 .152. LAW APPLICABLE TO NEW DISTRICT. This chapter applies to any new district created by division of the district, and a new district has all the powers and duties of the district.

Sec. 3 .153. DIVISION PROCEDURES. (a) The board, on its own motion or on receipt of a petition signed by an owner of real property in the district, may adopt an order proposing to divide the district.

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

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

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

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

(c) The governing body of the city, by a majority vote, shall appoint one director for each new district.

Sec. 3 .154. CONTRACT AUTHORITY OF NEW DISTRICTS. The new districts may contract with each other for any matter the boards of the new districts consider appropriate, including the joint construction or financing of a utility improvement.

SUBCHAPTER E. GENERAL FINANCIAL PROVISIONS; ASSESSMENTS

Sec. 3 .201. DISBURSEMENTS AND TRANSFERS OF MONEY. The board by resolution shall establish the number of signatures and the procedure required for a disbursement or transfer of the district's money.

Sec. 3 .202. MONEY USED FOR IMPROVEMENTS OR SERVICES. The district may acquire, construct, or finance an improvement project or service authorized under this chapter or Chapter 375, Local Government Code, using any money available to the district.

Sec. 3 .203. METHOD OF NOTICE FOR HEARING. The district may mail the notice required by Section 375.115(c), Local Government Code, by certified or first class United States mail. The board shall determine the method of notice.

Sec. 3 .204. ASSESSMENTS; LIENS FOR ASSESSMENTS. (a) The board by order may impose and collect an assessment for any purpose authorized by this chapter in all or any part of the district.

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(b) An assessment, a reassessment, or an assessment resulting from an addition to or correction of the assessment roll by the district, penalties and interest on an assessment or reassessment, an expense of collection, and reasonable attorney's fees incurred by the district:

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

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

(3) are the personal liability of and a charge against the owners of the property even if the owners are not named in the assessment proceedings.

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

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

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

(f) The board shall annually file written notice with the

___ B. No. ___

secretary of the city that specifies the assessments the district will impose in the district's next fiscal year in sufficient clarity to describe the assessments for the operation and maintenance of the district and the assessments for the payment of debt service of obligations issued or incurred by the district.

SUBCHAPTER F. TAXES AND BONDS

Sec. 3 .251. BONDS AND OTHER OBLIGATIONS. (a) The district may issue, by public or private sale, bonds, notes, or other obligations payable wholly or partly from ad valorem taxes or assessments in the manner provided by Subchapter A, Chapter 372, or Subchapter J, Chapter 375, Local Government Code. Sections 375.207(a) and 375.207(b), Local Government Code, do not apply to the district.

(b) The district shall provide notice to the city at least thirty days prior to any bond sale.

(c) In exercising the district's borrowing power, the district may issue a bond or other obligation in the form of a bond, note, certificate of participation or other instrument evidencing a proportionate interest in payments to be made by the district, or other type of obligation.

(d) In addition to the sources of money described by Subchapter A, Chapter 372, and Subchapter J, Chapter 375, Local Government Code, district bonds may be secured and made payable wholly or partly by a pledge of any part of the money the district

___ B. No. ___

receives from assessment revenue or from any other source.

(e) The district shall not issue bonds, notes or other obligations to maintain or repair an existing improvement project without the written consent of the governing body of the city.

SUBCHAPTER G. DISSOLUTION

Sec. 3 .301. DISSOLUTION BY CITY ORDINANCE. (a) The city by ordinance may dissolve the district.

(b) The city may dissolve the district only if:

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

(2) the district has reimbursed the developer of the district for all costs advanced to or on behalf of the district.

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

Sec. 3 .302. COLLECTION OF ASSESSMENTS AND OTHER REVENUE.

(a) If the dissolved district has bonds or other obligations outstanding secured by and payable from assessments or other revenue, other than ad valorem taxes, the assessments shall remain in effect, and the city shall succeed to the rights and obligations of the district regarding enforcement and collection of the assessments or other revenue.

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

___ B. No. ___

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

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

Sec. 3 .303. ASSUMPTION OF ASSETS AND LIABILITIES. After the city dissolves the district, the city assumes, subject to the appropriation and availability of funds, the obligations of the district, including any bonds or other debt payable from assessments or other district revenue, and any assets of the district.

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

BEING a tract of land situated in the William H. Herron Survey, Abstract No. 380, the Daniel Howell Survey, Abstract No. 394, Mary Howell Survey, Abstract No. 396 Benjamin Haile Survey, Abstract No. 397, Martha Herron Survey, Abstract No. 415, George Jay Survey, Abstract No. 488 and the Isaac Walker Survey, Abstract No. 1056, City of Celina, Collin County, Texas, and being all of a called 450.71-acre tract of land, conveyed to Central Frisco, Ltd., as evidenced in a Special Warranty Deed, recorded in Instrument No. 2008030600026870 of the Official Public Records of Collin County, Texas, all of a called "Tract A" (43.777 acres) and a called "Tract B" (2.500 acres), conveyed to Eland Energy, Inc., as evidenced in a Special Warranty Deed, recorded in Instrument No. 20150722000903310 of the Official Public Records of Collin County, Texas, all of a called 272.545-acre tract of land, conveyed to Eland Energy, Inc., as evidenced in a Special Warranty Deed, recorded in Instrument No. 20150722000903300 of the Official Public Records of Collin County, Texas, all of a called 154.059-acre tract of land, conveyed to Central Frisco, Ltd., as evidenced in a Special Warranty Deed, recorded in Instrument No. 20070725001023610 of the Official Public Records of Collin County, Texas, all of a called "Tract One"

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(78.613 acres), a called "Tract Two" (66.676 acres), a called "Tract Three" (59.916 acres), a called "Tract Four" (0.937 acre), and a called "Tract Five" (18.748 acres), conveyed to Eland Energy, Inc., as evidenced in a General Warranty Deed, recorded in Instrument No. 20141002001081250 of the Official Public Records of Collin County, Texas, all of a called 6.000-acre tract of land, conveyed to Central Frisco, Ltd., as evidenced in a General Warranty Deed, recorded in Instrument No. 20110831000926240 of the Official Public Records of Collin County, Texas, all of a called 62.434-acre tract of land, conveyed to Eland Energy, Inc., as evidenced in a General Warranty Deed, recorded in Instrument No. 20141002001081260 of the Official Public Records of Collin County, Texas, and all of a called 167.027-acre tract of land, conveyed to Eland Energy, Inc., as evidenced in a General Warranty Deed, recorded in Instrument No. 20141002001081290 of the Official Public Records of Collin County, Texas, all of a called 30-foot wide street easement located along the westerly side of said "Tract One", conveyed to County, of Collin, Texas, recorded in County Clerk's File No. 96-0067344 of the Land Records of Collin County, Texas, all of a called 30-foot wide street easement located along the westerly side of said "Tract Five", conveyed to County, of Collin, Texas, recorded in County Clerk's File No. 96-0067345 of the Land Records of Collin County, Texas, the portion of F. M. 455 (a called 90-foot wide right of way) situated between said "Tract One", "Tract Two", Tract Three" and "Tract Four", the portion of said F. M. 455 along the southerly line of said 167.027-acre tract and the westerly portion of said F. M. 455 along the easterly line of said 167.027-acre tract, and being more particularly described by metes and bounds as follows:

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

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

THENCE North 00°33'31" East, along a westerly line of said 450.71-acre tract and the easterly line of said 50.487-acre tract, a distance of 2607.81 feet to the northeast corner of said 50.487-

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acre tract and the northernmost, northwest corner of said 450.71-acre tract, same being in County Road No. 100, a public use right of way, no record found, same also being on the southerly line of a called 33.356-acre tract of land, conveyed to CR 100 Thirty-Three Partners, LP, as evidenced in a Special Warranty Deed, recorded in Instrument No. 20150224000195720 of the Official Public Records of Collin County, Texas;

THENCE North 88°52'34" East, along the northerly line of said 450.71-acre tract, the southerly line of said 33.356-acre tract and generally along said County Road No. 100, a distance of 1066.91 feet to the southeast corner of said 33.356-acre tract;

THENCE North 88°40'20" East, continuing along the northerly line of said 450.71-acre tract, the southerly line of a called 93.277-acre tract of land, conveyed to Bellaire Partners, L.L.C., as evidenced in a Special Warranty Deed, recorded in Instrument No. 20160222000196050 of the Official Public Records of Collin County, Texas, and continuing along said County Road No. 100, a distance of 1587.35 feet to the northeast corner of said 450.71-acre tract, and the southeast corner of said 93.277-acre tract, same being the intersection of said County Road No. 100 with County Road No. 97, a public use right of way, no record found;

THENCE South 00°26'10" West, Along the easterly line of said 450.71-acre tract, the westerly line of Sharrock Addition, an addition to the City of Celina, Texas, according to the Final Plat, recorded in Volume 2016, Page 80 of the Plat Records of Collin County, Texas, and the westerly line of a called 15.00-acre tract of land, conveyed to Carolyn A. Tipton and Joel C. Molinar, as evidenced in a deed recorded in Volume 4698, Page 2781 of the Land Records of Collin County, Texas, and generally along said County Road No. 97, a distance of 780.68 feet to the northwest corner of a called 40.11-acre tract of land, conveyed to N. E. Coit & CR 101, LP, as evidenced in a General Warranty Deed, recorded in Instrument No. 20081014001224170 of the Official Public Records of Collin County, Texas;

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

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

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

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

THENCE North 89°38'16" East, along a northerly line of said "Tract A" and the southerly line of said 7.498-acre tract, a distance of 630.23 feet to the easternmost, northeast corner of said "Tract A" and the southeast corner of said 7.498-acre tract, same being on a westerly line of aforesaid 272.545-acre, Eland Energy, Inc., tract;

THENCE North 00°01'23" West, along an easterly line of said 7.498-acre tract and the westerly line of said 272.545-acre tract, a distance of 116.61 feet to a corner on the southerly line of a called 2.661-acre tract of land, conveyed to Collin County, Texas, as evidenced in a General Warranty Deed, recorded in Volume 5309, Page 7316 of the Land Records of Collin County, Texas;

THENCE South 60°05'11" East, continuing along the westerly line of said 272.545-acre tract and along the southerly line of said 2.661-acre tract, a distance of 230.59 feet to a corner;

THENCE North 88°50'05" East, continuing along the westerly line of said 272.545-acre tract and along the southerly line of said 2.661-acre tract, a distance of 10.17 feet to the southeast corner of said 2.661-acre tract;

THENCE North 00°20'59" West, continuing along the westerly line of said 272.545-acre tract and along the easterly line of said 2.661-acre tract, a distance of 539.73 feet to the northwest corner of said 272.545-acre tract and the northeasterly corner of said 2.661-acre tract, same being on the occupied southerly line of aforesaid County Road No. 101;

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THENCE North 89°30'33" East, along the northerly line of said 272.545-acre tract and along the southerly line of said County Road No. 101, a distance of 1020.62 feet to the northeast corner of said 242.545-acre tract, same being on the westerly line of called Tracts 1, 2, and 3, conveyed to Joe E. Stalling and wife, Janice K. Stalling, as evidenced in a General Warranty Deed with Vendor's Lien, recorded in County Clerk's File No. 93-0075959 of the Land Records of Collin County, Texas;

THENCE South 00°31'02" East, along the easterly line of said 242.545-acre tract, the westerly line of said Tracts 1, 2, and 3, the westerly line of a called 9.943-acre tract of land conveyed to Daniel DW Simons and Misty Simons, as evidenced in a General Warranty Deed, recorded in Instrument No. 20070816001143760 of the Official Public Records of Collin County, Texas, the westerly line of Tract 1 and Tract 2, conveyed to Michael M. Patterson and Charles Dawson, as evidenced in a General Warranty Deed, recorded in Instrument No. 20060630000904460 of the Official Public Records of Collin County, Texas, the westerly line of a called 10.692-acre tract of land, conveyed to John D. Dove, as evidenced in a General Warranty Deed, recorded in Volume 3981, Page 359 of the Land Records of Collin County, Texas, and generally along the centerline of said County Road No. 101, a distance of 1945.32 feet to the northwest corner of aforesaid 154.059-acre Central Frisco, Ltd., tract and the southwest corner of said 10.692-acre tract, same being the intersection of said County Road No. 101 with County Road No. 130, a public use right of way, no record found;

THENCE North 89°37'24" East, along the northerly line of said 154.059-acre tract, the southerly line of said 10.692-acre tract, and generally along said County Road No. 130, a distance of 776.70 feet to a corner;

THENCE North 89°39'58" East, continuing along the northerly line of said 154.059-acre tract and the northerly line of aforesaid "Tract B", Eland Energy, Inc., tract and continuing generally along said County Road No. 130, a distance of 1861.15 feet to the northeast corner of said 154.059-acre tract, same being the northwest corner of aforesaid 62.434-acre Eland Energy, Inc., tract;

THENCE North 89°30'30" East, along the northerly line of said 62.434-acre tract and continuing generally along said County Road No. 130, a distance of 1909.83 feet to the northernmost, northeast corner of said 62.434-acre tract, same being the northwest corner of a tract of land, conveyed to Porfirio Paulino and wife, Ojilvoa

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Paulino, as evidenced in a General Warranty Deed, recorded in Volume 5674, Page 3250 of the Land Records of Collin County, Texas;

THENCE South 00°29'02" East, departing said County Road No. 130, along an easterly line of said 62.434-acre tract, the westerly line of said Paulino tract and the westerly line of a tract of land, conveyed to John C. Kiesling and wife, Rhonda Kiesling, as evidenced in a Warranty Deed, recorded in Volume 4147, Page 717 of the Land Records of Collin County, Texas, a distance of 714.20 feet to the southwest corner of said Kiesling tract;

THENCE North 89°33'17" East, along the southernmost, northerly line of said 62.434-acre tract and the southerly line of said Kiesling tract, a distance of 728.71 feet to the easternmost, northeast corner of said 62.434-acre tract, same being in County Road No. 128, a public use right of way, no record found;

THENCE South 02°01'47" East, along the easterly line of said 62.434-acre tract and along said County Road No. 128, a distance of 46.49 feet to a corner;

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

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

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

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

THENCE South 00°23'39" East, along the easterly line of said 167.027-acre tract, for part of the way, passing the westerly right of way line of F. M. 455, a 90-foot wide right of way, continuing along the extension of the easterly line of said 167.027-acre tract

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and within said F. M 455, passing the easterly right of way line of said F. M. 455, a total distance of 1243.28 feet to the northeast corner of a called 69.149-acre tract of land, conveyed to David Lair and wife, June Lair, as evidenced in a deed, recorded in Volume 816, Page 559 of the Land Records of Collin County, Texas;

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

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

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

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

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

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

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

THENCE South 88°55'54" West, continuing along the southerly right of way line of said F. M. 455 and along the northerly line of said 5.00-acre tract, a distance of 319.79 feet to the northwest corner of said 5.00-acre tract, same the northeast corner of a called 20.058-acre tract of land, conveyed to Larry N. Lehman and Robbie C. Lehman, as evidenced in a General Warranty Deed, recorded in Instrument No. 20150608000673760 of the Official Public Records of Collin County, Texas;

THENCE South 88°55'57" West, continuing along the southerly right of way line of said F. M. 455 and along the northerly line of said 20.058-acre tract for part of the way, crossing said F. M. 455

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along the extension of the northerly line of said 20.058-acre tract, a distance of 427.32 feet to a corner on the curving westerly right of way line of said F. M. 455, same being on the curving easterly line of aforesaid "Tract Two", Eland Energy, Inc., tract, said curve being a non-tangent curve to the left;

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

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

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

THENCE North $00^{\circ}04'01''$ West, along the westerly line of said "Tract Three", the easterly line of said "First Tract" for part of the way and along said County Road No. 98, a distance of 405.05 feet to a corner on the easterly right of way line of aforesaid F. M. 455;

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

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THENCE North 00°03'05" West, departing the westerly right of way line of said F. M. 455, along the easterly line of said "Second Tract", the easterly line of a called 66.68-acre tract, conveyed to Jane C. Willard, as evidenced in a Special Warranty Deed, recorded in County Clerk's File No. 93-0007503 of the Land Records of Collin County, Texas, the westerly line of aforesaid 30' Street Easement to Collin County, Texas, recorded in County Clerk's File No. 96-0067344, and generally along said County Road No. 101, a distance of 1520.01 feet to the northwest corner of said street easement, same being the southwest corner of aforesaid 30' Street Easement to Collin County, Texas, recorded in County Clerk's File No. 96-0067345;

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

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

THENCE North 89°54'14" West, along the southerly line of said 450.71-acre tract, the north line of Heritage Phase 3, an addition to the City of Celina, Texas, according to the Final Plat, recorded in Volume 2014, Page 66 of the Plat Records of Collin County, Texas and the northerly line of Heritage Phase 2, an addition to the City of Celina, Texas, according to the Final Plat, recorded in Volume P, Page 632 of the Plat Records of Collin County, Texas, a distance of 2005.13 feet to the southwest corner of said 450.71-acre tract, same being the southeast corner of Morgan Lakes Estates Phase One, an addition to the City of Celina, Texas, according to the Final Plat, recorded in Volume I, Page 591 of the Plat Records of Collin County, Texas;

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

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

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

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

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

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

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

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

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

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

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

North 82°26'45" East, a distance of 62.14 feet to a corner;

North 38°02'48" West, a distance of 615.74 feet to a corner;

North 25°29'50" West, a distance of 423.56 feet to a corner;

North 11°11'38" East, a distance of 219.89 feet to a corner;

North 49°12'28" West, a distance of 934.00 feet to a corner;

North 45°38'34" West, a distance of 346.17 feet to a corner;

North 84°06'21" West, a distance of 374.78 feet to the northwest corner of said Morgan Lakes Estates Phase One, same being the westernmost, southwest corner of said 450.71-acre

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tract, same being on the easterly line of a called 15.071-acre tract of land, conveyed to SMR Family LP, as evidenced in a General Warranty Deed, recorded in Instrument No. 20090526000637370 of the Official Public Records of Collin County, Texas;

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

THENCE North 00°50'57" West, East, continuing along the westerly line of said 450.71-acre tract and the easterly line of said 16.369-acre tract, a distance of 1184.08 feet to the easternmost, northeast corner of said 16.36-acre tract;

THENCE North 87°07'46" West, continuing along the westerly line of said 450.71-acre tract and the easterly line of said 16.369-acre tract, a distance of 50.86 feet to a corner;

THENCE North 00°51'58" West, continuing along the westerly line of said 450.71-acre tract, the easterly line of said 16.369-acre tract and the easterly line of the remainder of a tract of land, conveyed to Marvin T. Wilson and wife, Renetta T. Wilson, as evidenced in a Warranty Deed, recorded in County Clerk's File No. 92-0004376 of the Land Records of Collin County, Texas, a distance of 489.53 feet to the northeast corner of said Wilson tract;

THENCE South 89°48'22" West, continuing along the westerly line of said 450.71-acre tract and along the northerly line of said Wilson tract, a distance of 341.96 feet to the northwest corner of said Wilson tract, same being on the easterly right of way line of aforesaid State Highway 289 (Preston Road);

THENCE North 00°16'22" East, continuing along the westerly line of said 450.71-acre tract and along the easterly right of way line of said State Highway 289 (Preston Road), a distance of 51.94 feet to the **POINT OF BEGINNING** and containing 1,432.8 gross acres of land, more or less, **SAVE AND EXCEPT** the following two tracts of land:

TRACT 1:

BEING a tract of land situated in the Benjamin Haile Survey, Abstract No. 397, City of Celina, Collin County, Texas, and being

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the remaining portion of a called 160.42-acre tract of land, conveyed to Kirk's Rockin K Ranch & Land Company, Inc., as evidenced in a Special Warranty Deed, recorded in Volume 4139, Page 3116 of the Land Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

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

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

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

THENCE South 00°31'02" East, along a westerly line of said 154.059-acre tract, a distance of 417.42 feet to the southernmost, southwest corner of said 154.059-acre tract, same being on the southerly line of said 160.42-acre tract, same also being on the northerly line of a called "Tract Five" (18.748 acres), conveyed to Eland Energy, Inc., as evidenced in a General Warranty Deed, recorded in Instrument No. 20141002001081250 of the Official Public Records of Collin County, Texas;

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

TRACT 2:

BEING a tract of land, situated in the Mary Howell Survey, Abstract No. 396 and the Benjamin Haile Survey, Abstract No. 397 and being

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all of a called 26.620-acre tract of land, conveyed to John O. Rea and wife, Patricia O. Rea, as evidenced in a General Warranty Deed, recorded in County Clerk's File No. 92-0067367 and all of a called 5.000-acre tract of land, conveyed to John W. Rea and spouse, Patricia O. Rea, as evidenced in a General Warranty Deed, recorded in County Clerk's File No. 92-0067368, both of the Land Records of Collin County, Texas, and being more particularly described by metes and bounds as follows;

BEGINNING at the northeast corner of said 26.620-acre tract, same being the northernmost, northwest corner of a called 167.027-acre tract of land, conveyed to Eland Energy, Inc., as evidenced in a General Warranty Deed, recorded in Instrument No. 20141002001081290 of the Official Public Records of Collin County, Texas, same also being on the southerly line of a called 62.434-acre tract of land, conveyed to Eland Energy, Inc., as evidenced in a General Warranty Deed, recorded in Instrument No. 20141002001081260 of the Official Public Records of Collin County, Texas;

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

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

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

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

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

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

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

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

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North 33°29'47" East, a distance of 96.33 feet to a corner;
North 55°28'52" East, a distance of 144.33 feet to a corner;
North 32°30'37" West, a distance of 235.17 feet to a corner;
North 16°40'31" East, a distance of 139.05 feet to a corner;
North 62°31'57" East, a distance of 233.49 feet to a corner;
North 23°42'01" East, a distance of 277.45 feet to a corner;
North 12°49'11" West, a distance of 66.79 feet to the
northeast corner of said "Tract Two";

THENCE in a westerly direction, along the northerly line of said
"Tract Two", a southerly line of said 26.620-acre tract and along
the southerly line of aforesaid 5.000-acre tract, the following:

North 84°55'21" West, a distance of 167.79 feet to the south
common corner of said 26.620-acre tract and said 5.000-acre
tract;

North 84°55'21" West, a distance of 31.54 feet to a corner;
South 27°54'16" West, a distance of 108.75 feet to a corner;
North 47°35'32" West, a distance of 127.34 feet to a corner;
South 22°02'46" West, a distance of 111.09 feet to a corner;
North 51°01'12" West, a distance of 184.77 feet to a corner;

South 66°56'55" West, a distance of 73.70 feet to the
southwest corner of said 5.000-acre tract and the
northernmost, northwest corner of said "Tract Two", same being
on the easterly line of a called 154.059-acre tract of land,
conveyed to Central Frisco, Ltd., as evidenced in a Special
Warranty Deed, recorded in Instrument No. 20070725001023610 of
the Official Public Records of Collin County, Texas;

THENCE North 00°21'55" West, along the westerly line of said 5.000-
acre tract, the westerly line of said 26.620-acre tract and the
easterly line of said 154.059-acre tract, a distance of 525.45 feet
to the northwest corner of said 26.620-acre tract, same being the
southwest corner of a called 6.000-acre tract of land, conveyed to
Central Frisco, Ltd., as evidenced in a General Warranty Deed,

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

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

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

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

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

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

(d) All requirements of the constitution and laws of this state and the rules and procedures of the legislature with respect to the notice, introduction, and passage of this Act have been

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fulfilled and accomplished.

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