

Agreement with Terra Southwest,	, Inc.

CCN PURCHASE AGREEMENT BETWEEN THE TOWN OF LITTLE ELM, TEXAS, AND TERRA SOUTHWEST, INC.

STATE OF TEXAS)
)
COUNTY OF DENTON)

This CCN PURCHASE AGREEMENT ("Agreement"), between the Town of Little Elm, Texas ("Town"), a Texas home-rule municipal corporation operating under the laws of the State of Texas, and Terra Southwest, Inc., a Texas Corporation ("Terra"), whose place of business is 505 West Franklin Street, Alvord, Texas, 76225, is entered into on the water certificate of convenience and necessity ("CCN") issued by the Texas Commission on Environmental Quality ("TCEQ") to Terra for an area that contains approximately 164 acres, which area is contained within Terra CCN No. 11608.

WHEREAS, Terra currently operates a retail potable water supply and distribution system (the "Terra System") to provide retail water utility service within its certificated area; and

WHEREAS, the Terra System will be impacted due to the expansion of FM 720 and the relocation of existing Terra System water lines, which will result in the bifurcation of the Terra System into two separate water supply and distribution systems serving two separate water service areas, one consisting of approximately 239.3 acres (referred to and shown as "Area 2" on the map attached hereto as "Exhibit A") and one consisting of approximately 597.94 acres (referred to and shown as "Area 3" on the map attached hereto as "Exhibit A"); and

WHEREAS, while the two newly created Terra water supply and distribution systems (one serving approximately 239.3 acres (Area 2) and one serving approximately 597.94 acres (Area 3)) can be operated independently of one another, the Town has agreed to provide two emergency water connection points for the Terra bifurcated system that will allow Terra's water service areas and systems to be connected to the Town's public water system through a pipeline to be constructed by the Town across an area of approximately 164 acres (referred to and shown as "Area 1" on the map attached hereto as "Exhibit A"), which connections will provide Terra with the opportunity to purchase wholesale treated water supply from the Town if needed by Terra and if agreed to be provided by the Town; and

WHEREAS, in order for the Town to construct the emergency connection water line through the 164 acres (Area 1), and to lawfully provide wholesale treated water supply to Terra in that area, the Town desires to purchase, and Terra desires to sell, that portion of Terra's water CCN no. 11608 that contains the 164 acres (Area 1).

NOW, IN CONSIDERATION of the mutual covenants, agreements and undertakings herein set forth, the parties hereto agree and contract as follows:

Article I

Sale of Partial Water CCN No.11608

- **1.01.** Subject to the terms hereof, Terra shall sell, and the Town shall purchase, that portion of Terra's water CCN no. 11608 that covers the approximately 164 acres as shown on "Exhibit A" as Area 1.
- 1.02. The Town agrees to pay Terra Twelve Hundred and 00/100 Dollars (\$1200.00) an acre with an estimated total payment of \$196,800.00 for the partial CCN transfer. Such payment shall not be due or paid to Terra; however, unless and until the TCEQ approves the sell and transfer of the partial CCN to the Town.
- 1.03 The Town agrees to prepare the necessary sale, transfer or merger transfer application (the "STM") for submission to the TCEQ to approve the sale of that portion of Terra's water CCN No. 11608 that covers the approximately 164 acres as shown on "Exhibit A" as Area 1. Terra agrees to assist the Town in the preparation of the STM by timely providing the Town with any and all information required to submit the STM. Both Terra and the Town agree to execute the STM by and through their authorized representatives. In the unlikely event that a hearing on the STM is required by the TCEQ, then Terra and the Town agree that they will provide appropriate witnesses available for testimony supporting the STM.
- **1.04** To the fullest extent permitted by law, as of the Effective Date, Terra hereby agrees that its water CCN No. 11608 that covers the approximately 164 acres as shown on "Exhibit A" as Area 1 may be transferred to the Town and that the Town may amend its CCN to include the area within the Town's water and wastewater service areas, subject to approval by the TCEQ.
- 1.05 It is expressly understood that the Town's purchase in this matter is of CCN only and that the Town is not purchasing any of Terra's water system infrastructure or assets including, but limited to, any property owned, managed and operated exclusively by Terra such as real property, easements, rights-of-way, contract rights, water and wastewater lines, water meters, other meters, buildings, elevated storage tanks, ground storage tanks, water pumps, tools, equipment, supplies, databases, data recording devices, records, accounts receivable, pre-paid maintenance reserves and any other appurtenances or assets.
- **1.06.** It is expressly understood that the Town is not purchasing, and shall not assume, any Terra bonded indebtedness or other Terra debt by virtue of the Town's purchase of Terra's water CCN No. 11608 that covers the approximately 164 acres as shown on "Exhibit A" as Area 1.
- 1.07. As further and additional consideration for this Agreement, the Town agrees that it will not provide, or attempt to provide, retail potable water supply and distribution services or retail water utility service services, including but not limited to emergency water supply services, to any portion of the approximately 597.94 acres (referred to and shown as "Area 3" on the map attached hereto as "Exhibit A") without the express written consent of Terra.

Article II

Miscellaneous Provisions

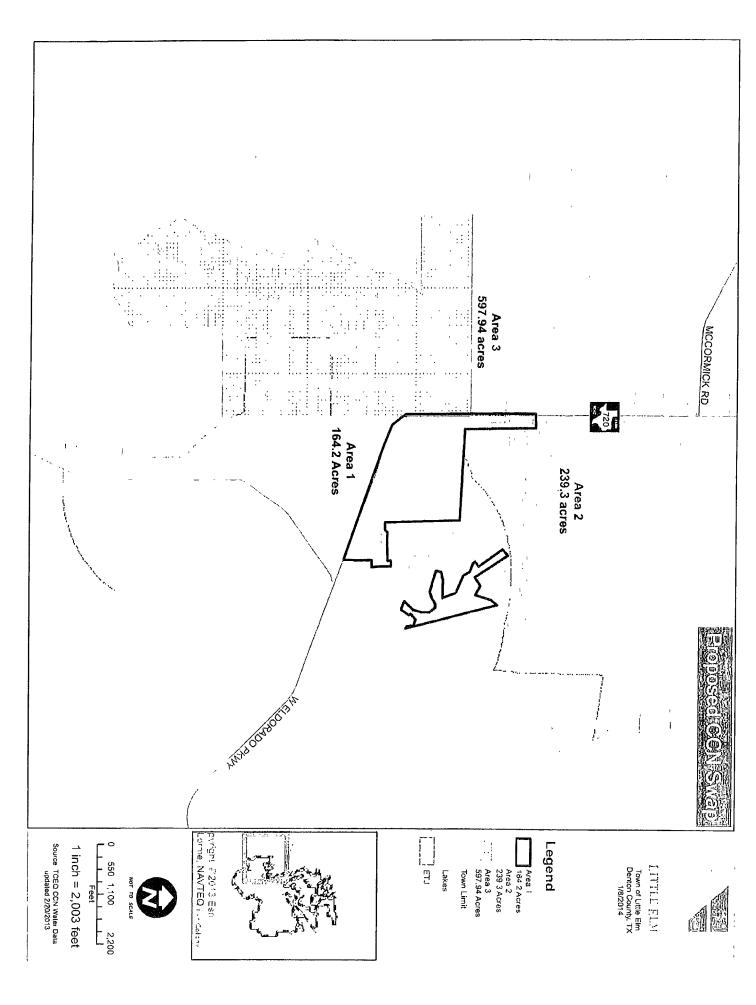
- 2.01. Terra represents that it has all requisite power and authority to carry on its business as presently conducted, to enter into this Agreement and to perform its obligations under this Agreement. The execution, delivery and performance of this Agreement and the transactions described in this Agreement have been duly and validly authorized by all requisite action on the part of Terra. The execution, delivery and performance of this Agreement and the transactions described herein will not violate or be in conflict with any provision of any agreement or instrument to which Terra is a party or by which Terra is bound, or any statute, law, rule, regulation, judgment, decree, order, writ or injunction applicable to Terra.
- **2.02.** The Town represents that it has all requisite power and authority to carry on its business as presently conducted, to enter into this Agreement and to perform its obligations under this Agreement. The execution, delivery and performance of this Agreement and the actions described in this Agreement have been duly and validly authorized by all requisite action on the part of the Town. The execution, delivery and performance of this Agreement and the actions described herein will not violate or be in conflict with any provision of any agreement or instrument to which the Town is a party or by which the Town is bound, or any statute, law, rule, regulation, judgment, decree, order, writ or injunction applicable to the Town.
- **2.03.** This Agreement has been duly executed and delivered on behalf of Terra. This Agreement constitutes a legal, valid and binding obligation of Terra.
- **2.04.** This Agreement has been duly executed and delivered on behalf of the Town. This Agreement constitutes a legal, valid and binding obligation of the Town.
- 2.05. Failure of either party to comply with or perform any term, obligation, or condition of this Agreement shall constitute an event of default. The non-defaulting party shall notify the other party of any default, and the defaulting party shall have thirty (30) days to begin to cure said default. Should said default remain uncured, the non-defaulting party shall have the right to terminate this Agreement, or enforce specific performance as appropriate.
- **2.06.** The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this agreement. The parties agree that this Agreement is performable in Denton County, Texas, and that exclusive venue shall lie in Denton County, Texas, or with the TCEQ.
 - **2.07.** This Agreement embodies the entire agreement between the parties.
- **2.08.** This Agreement shall be binding upon the parties hereto, their successors, personal representatives and assigns. Neither of the parties will assign nor transfer an interest in this Agreement without the written consent of the other party.

- **2.09**. The effective date of this Agreement shall be the last day this Agreement is approved by a party hereto as indicated on the signature blocks below (the "Effective Date").
- **2.10.** A party to this Agreement may file a certified copy of this Agreement in the real property records of Denton County.
- **2.11.** To the extent permitted by law, a holding by any court that any provision in this Agreement is invalid, illegal or unenforceable in any respect shall not affect any other provision, and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been a part of this Agreement.
- **2.13.** Nothing in this Agreement shall be construed to limit any legal or equitable remedy of the parties.

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EXHIBIT A

MAP





STATE OF TEXAS) BOUNDARY AND EXTRATERRITORIAL JURISDICTION

) ADJUSTMENT AGREEMENT BETWEEN THE

COUNTY OF DENTON) MUNICIPALITIES OF LITTLE ELM AND OAK POINT

WHEREAS, the Town of Little Elm, Texas ("Little Elm"), is a home-rule municipality created pursuant to Article 11, Section 5 of the Texas Constitution, and located in Denton County, Texas; and

WHEREAS, the City of Oak Point, Texas ("Oak Point"), is Type-A general law municipality created pursuant to state law, and located in Denton County, Texas; and

WHEREAS, both Little Elm and Oak Point are empowered to enter into agreements concerning their respective extraterritorial jurisdiction ("ETJ") boundaries and corporate limit boundaries by, but necessarily limited to, the authority granted them pursuant to Chapter 791 of the Texas Government Code ("Interlocal Cooperation Act"), to enter into agreements with one another to perform governmental functions such as the determination of ETJ boundaries and corporate limit boundaries, and related functions; and

WHEREAS, Little Elm and Oak Point are empowered pursuant to Section 42.023 of the Texas Local Government Code to reduce their respective ETJ boundaries by ordinance or resolution; and

WHEREAS, Little Elm and Oak Point are empowered pursuant to Section 43.031 of the Texas Local Government Code to make mutually agreeable changes in the boundaries of areas that are less than 1,000 feet in width; and

WHEREAS, Little Elm, by virtue of Section 43.021 of the Texas Local Government Code and its home-rule charter, is empowered to fix its ETJ boundary and corporate limit boundary, extend its ETJ boundary and corporate limit boundary, and exchange areas with other municipalities;

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WHEREAS, Little Elm and Oak Point have identified six areas that are either in Little Elm's ETJ or Oak Point's ETJ or corporate limits (described as Areas 1, 2, 3A, 3B, 4 and 5 in the map attached hereto as *Exhibit 1*, hereinafter referred to as the "*Area Exchange Map*") that are made the subject of this Boundary and Extraterritorial Adjustment Agreement Between the Municipalities of Little Elm and Oak Point ("*Agreement*"); and

WHEREAS, Little Elm and Oak Point agree that it is in the best interests of both communities to exchange and transfer the properties described in this Agreement in order to square up boundary lines and promote orderly development within the exchanged and transferred areas; and

WHEREAS, Little Elm and Oak Point wish to avail themselves of the rights and privileges afforded by the Interlocal Cooperation Act and other applicable state laws, including but not limited to Sections 42.023 and 43.031 of the Texas Local Government Code, and both have determined that this Agreement is in each party's best interests, as well as in the best interests of their respective citizens.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein made and the benefits to each party resulting here from, and the recitals set forth above which are made contractual provisions of this Agreement, Little Elm and Oak Point do hereby contract, covenant and agree as follows with respect to Areas 1, 2, 3A, 3B, 4 and 5, as shown on the Area Exchange Map, and made the subject to this Agreement:

1. <u>Area 1 (79.66 acres)</u>. Within 30 days after the Effective Date of this Agreement, Little Elm will enact a resolution releasing, relinquishing, and discontinuing Area 1 from Little

Elm's ETJ, allocating Area 1 to Oak Point's ETJ, and fully consenting to the addition of Area 1 into Oak Point's ETJ.

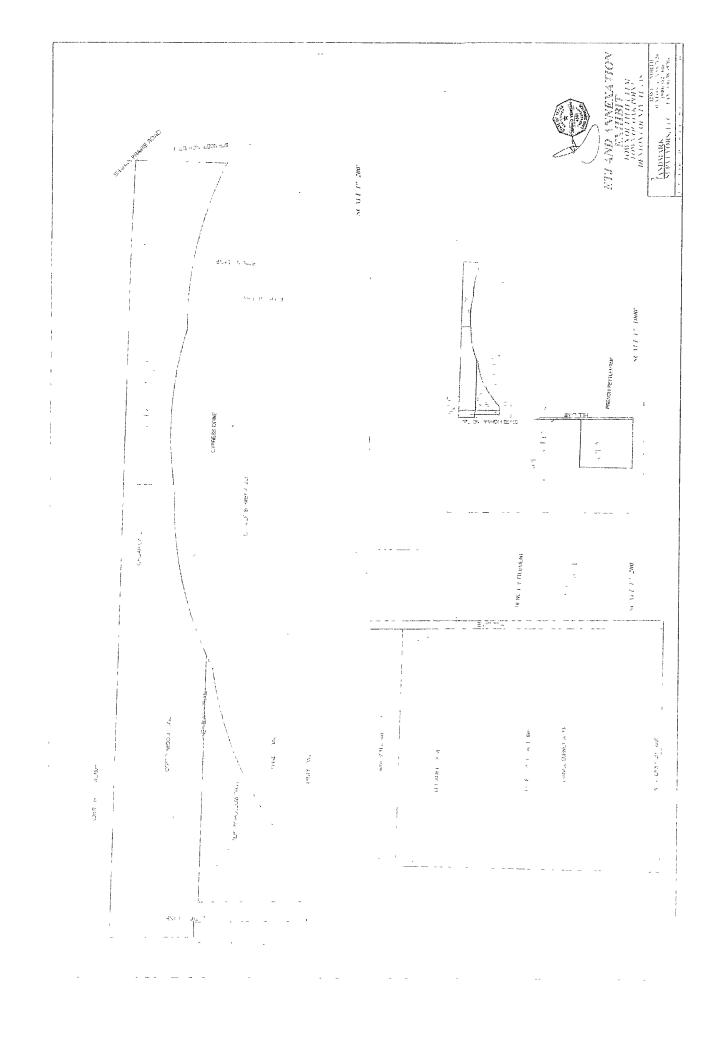
- Area 2 (8.35 acres). Through this Agreement, Oak Point and Little Elm agree that Area 2, which is located within Oak Point's corporate limits and which is less than 1,000 feet in width, shall be placed into the corporate limits of Little Elm as a mutual boundary adjustment as of the Effective Date of the Agreement without any further action needed by either municipality, and Oak Point, through this Agreement, hereby releases, relinquishes and discontinues any claim or entitlement to Area 2 and fully consents to the addition of Area 2 into the corporate limits of Little Elm.
- Area 3A (39.5 acres). Through this Agreement, Oak Point and Little Elm agree that Area 3A, which is located within Oak Point's corporate limits and which is less than 1,000 feet in width, shall be placed into the corporate limits of Little Elm as a mutual boundary adjustment as of the Effective Date of the Agreement without any further action needed by either municipality, and Oak Point, through this Agreement, hereby releases, relinquishes and discontinues any claim or entitlement to Area 3A and fully consents to the addition of Area 3A into the corporate limits of Little Elm.
- 4. Area 3B (54.53 acres). Within 30 days after the Effective Date of this Agreement, Oak Point will enact a resolution releasing, relinquishing, and discontinuing Area 3B from Oak Point's ETJ, allocating Area 3B to Little Elm's ETJ, and fully consenting to the addition of Area 3B into Little Elm's ETJ.
- 5. Area 4 (3.34 acres). Through this Agreement, Oak Point and Little Elm agree that Area 4, which is located within Oak Point's ETJ and which is less than 1,000 feet in width, shall be

placed into the corporate limits of Little Elm as a mutual boundary adjustment as of the Effective Date of the Agreement without any further action needed by either municipality, and Oak Point, through this Agreement, hereby releases, relinquishes and discontinues any claim or entitlement to Area 4 and fully consents to the addition of Area 4 into the corporate limits of Little Elm.

- Area 5 (3.72 acres). Through this Agreement, Oak Point and Little Elm agree that Area 5, which is located within Oak Point's ETJ and which is less than 1,000 feet in width, shall be placed into the corporate limits of Little Elm as a mutual boundary adjustment as of the Effective Date of this Agreement without any further action needed by either municipality, and Oak Point, through this Agreement, hereby releases, relinquishes and discontinues any claim or entitlement to Area 5 and fully consents to the addition of Area 5 into the corporate limits of Little Elm.
- 7. Little Elm and Oak Point understand that the properties described in Areas 2, 3A, 4 and 5 will be become part of Little Elm and will be included in the corporate limits of Little Elm upon the effective date of this Agreement without further action of either municipality. *See* paragraphs 2, 3, 5 and 6 of this Agreement. Such boundary adjustments, however, are premised upon the obligations of this Agreement for Little Elm to release by resolution Area 1 to Oak Point's ETJ (*see* paragraph 1 of this Agreement) and for Oak Point to release by resolution Area 3B to Little Elm's ETJ (*see* paragraph 4 of this Agreement). Should either Little Elm or Oak Point fail to timely comply with their respective ETJ release obligations as provided for in this Agreement, either party may provide written notice of their intent to terminate this Agreement, with such termination to occur no sooner than 30 days after the date the written notice is given.
- 8. Little Elm agrees to engage in efforts to enter into an Interlocal Agreement with Denton County to construct a looped road for school bus access on the west side of the area known

as Hill Town. Should such efforts not be successful and an Interlocal Agreement with Denton County to construct a looped road for school bus access on the west side of the area known as Hill Town not occur within a time frame deemed reasonable to Oak Point, Oak Point may, in its sole discretion, provide 30-days written notice of its intent to terminate this Agreement.

- 9. Should the Agreement be terminated (either as a result of Little Elm or Oak Point failing to timely comply with their respective ETJ release obligations as provided for in Paragraph 7 of this Agreement, or as a result of the inability of Little Elm to enter into an Interlocal Agreement with Denton County as provided for in Paragraph 8 of this Agreement), both parties agree to undertake all actions needed to return all of the areas made the subject of this Agreement (described as Areas 1, 2, 3A, 3B, 4 and 5 on the Area Exchange Map) to the respective municipalities' ETJs and/or corporate limits from which the areas originated. The parties agree to undertake these actions within 30 days of the termination of the Agreement.
- 10. The Effective Date of this Agreement shall be the date that the last party to the Agreement has executed this Agreement.
- 11. The persons signing this Agreement on behalf of the municipalities have been duly authorized and empowered to do so by a vote of their respective governing bodies and the passage of an appropriate adopting resolution.
- 12. Little Elm agrees that it will use its best efforts to fund and make improvements to the areas made the subject of this Agreement, which are included within Little Elm as a result of this Agreement, in an effort to improve road access, and water and sanitary sewer access, to such areas over a reasonable and practicable period of time as determined by Little Elm.



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EXHIBIT "A" FIELD NOTES AREA 1 79.189 ACRES

BEING all that certain lot, tract, or parcel of land situated in the G. Daniel Survey Abstract Number 331 in Denton County, Texas, and being more particularly described as follows:

BEGINNING at a point for comer in West Dickson Lane, a public roadway said point being the southeast corner of that certain tract of land conveyed by deed to Gary and Donna Hill recorded under Clerk's File Number 93-R0082041, Real Property Records, Denton County, Texas;

THENCE N 00° 52′ 27″ E, 1971.34 feet to a point for corner in the south line of that certain tract of land conveyed by deed to Bloomfield Homes, LP recorded under Document Number 2010-73587, Real Property Records, Denton County, Texas;

THENCE S 88° 34' 19" E, 1739.40 feet with said south line of said Bloomfield Homes tract and with the south line of Wellington Trace, Phase I, an addition to Denton County, Texas according to the plat thereof recorded in Cabinet V, Page 172, Plat Records, Denton County, Texas to a point for corner in the occupied west line of Hill Lane, a public roadway;

THENCE S 00° 24' 52" E, 1946.45 feet with said west line of said Hill Lane to a point for corner in said West Dickson Lane, said point being in the south line of that certain tract of land conveyed by deed to Ya Kelley Yong recorded under Document Number 2007-29914, Real Property Records, Denton County, Texas;

THENCE N 89° 24' 04" W, 1783.11 feet with said West Dickson Lane to the PLACE OF BEGINNING and containing 79.189 acres of land.

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EXHIBIT "B" FIELD NOTES AREA 2 3.671 ACRES

BEING all that certain lot, tract, or parcel of land situated in the D. Cule Survey Abstract Number 226 in Denton County, Texas, and being more particularly described as follows:

BEGINNING at a right-of-way disc found for corner in the east line of State Highway Number 720, a public roadway, said point being the northwest corner of Lot 68 of Hilltown Installment No. 2, an addition to Denton County, Texas according to the plat thereof recorded in Volume 4, Page 43, Plat Records, Denton County, Texas;

THENCE S 88° 27' 58" E, 255.15 feet with the north line of said Hilltown Installment No. 2 to a point for comer;

THENCE S 00° 25' 22" E, 647.61 feet to a point for corner in Piney Bluff Trail, a public roadway;

THENCE N 76° 56' 49" W, 149.02 feet to a point for corner in the west line of Post Oak Lane, a public roadway;

THENCE S 89° 33' 03" W, 110.08 feet to a point for in said east line of said State Highway Number 720;

THENCE N 00° 25' 22" W, 621.65 feet with said east line of said State Highway to the PLACE OF BEGINNING and containing 3.671 acres of land.

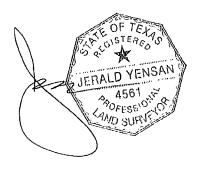


EXHIBIT "C" FIELD NOTES AREA 3A 40.212 ACRES

BEING all that certain lot, tract, or parcel of land situated in the D. Cule Survey Abstract Number 226 in Denton County, Texas, and being more particularly described as follows:

COMMENCING at a right-of-way disc found for corner in the east line of State Highway Number 720, a public roadway, said point being the northwest corner of Lot 68 of Hilltown Installment No. 2, an addition to Denton County, Texas according to the plat thereof recorded in Volume 4, Page 43, Plat Records, Denton County, Texas;

THENCE S 88° 27' 58" E, 255.15 feet with the north line of said Hilltown Installment No. 2 to a point for PLACE OF BEGINNING;

THENCE S 88° 27' 58" E, 3061.37 feet with the north line of said Hilltown Installment No. 2 to a point for corner;

THENCE SOUTH, 371.48 feet to a point for corner in Cottonwood Trail, a public roadway;

THENCE along the arc of a curve to the left having a central angle of 01° 08′ 40″, a radius of 2640.00 feet, an arc length of 52.73 feet, whose chord bears S 81° 35′ 22″ W, 52.73 feet to a point for corner;

THENCE along the arc of a curve to the left having a central angle of 26° 38′ 06″, a radius of 2640.00 feet, an arc length of 1227.25 feet, whose chord bears S 78° 46′ 20″ W, 1216.23 feet to a point for corner in Piney Bluff Trail, a public roadway;

THENCE N 88° 24' 25" W, 1811.08 feet with said Piney Bluff Trail to a point for corner;

THENCE N 00° 25' 22" W, 647.61 feet to the PLACE OF BEGINNING and containing 40.212 acres of land.

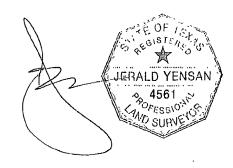


EXHIBIT "D" FIELD NOTES AREA 3B TRACT I 16.161 ACRES

BEING all that certain lot, tract, or parcel of land situated in the D. Cule Survey Abstract Number 226 in Denton County, Texas, and being more particularly described as follows:

BEGINNING at a point for corner in the south line of Lot 42 of Hilltown Installment No. 2, an addition to Denton County, Texas according to the plat thereof recorded in Volume 4, Page 43, Plat Records, Denton County, Texas;

THENCE N 00° 25' 22" W, 905.64 feet to a point for corner in Piney Bluff Trail, a public roadway;

THENCE S 88° 24' 25" E, 1811.08 feet with said Piney Bluff Trail to a point for corner;

THENCE along the arc of a curve to the left having a central angle of 02° 24′ 06″, a radius of 2640.00 feet, an arc length of 110.66 feet, whose chord bears S 64° 15′ 14″ W, 110.65 feet to a point for comer;

THENCE along the arc of a curve to the left having a central angle of 38° 55′ 34″, a radius of 2640.00 feet, an arc length of 1793.58 feet, whose chord bears S 62° 31′ 18″ W, 1759.29 feet to a point for comer in the south line of Lot 40 in said Hilltown Installment Number 2;

THENCE N 88° 10' 41" W, 143.28 feet with the south line of said Hilltown Installment Number 2 to the PLACE OF BEGINNING and containing 16.161 acres of land.

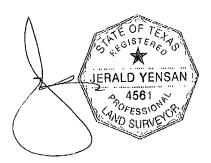


EXHIBIT "E" FIELD NOTES AREA 3B TRACT II 23.688 ACRES

BEING all that certain lot, tract, or parcel of land situated in the D. Cule Survey Abstract Number 226 in Denton County, Texas, and being more particularly described as follows:

BEGINNING at an iron rod found for corner in the west line Shahan Prairie Road, a public roadway, said point being the northeast corner of that certain tract of land conveyed by deed to Craig Olden recorded under Document Number 2011-30305, Real Property Records, Denton County, Texas;

THENCE S 01° 35′ 51″ W, 673.78 feet to a point for corner, said point being the southwest corner of lot 18 of Springbranch Estates, an addition to Denton County, Texas according to the plat thereof recorded in Volume 2, Page 198, Plat Records, Denton County, Texas;

THENCE along the arc of a curve to the left having a central angle of 27° 32′ 18″, a radius of 2640.00 feet, an arc length of 1268.88 feet, whose chord bears N 76° 50′ 50″ W, 1256.70 feet to a point for corner;

THENCE along the arc of a curve to the left having a central angle of 24° 52' 30", a radius of 2640.00 feet, an arc length of 1146.15 feet, whose chord bears N 85° 24' 03" W, 1137.17 feet to a point for corner;

THENCE NORTH, 371.48 feet to a point for corner in the north line of Hilltown Installment No. 2, an addition to Denton County, Texas according to the plat thereof recorded in Volume 4, Page 43, Plat Records, Denton County, Texas;

THENCE S 88° 27′ 58" E, 1789.08 feet with the north line of said Hilltown Installment No. 2 and with the north line of Hilltown Installment No. 3 to a 60d nail found for corner, said point being the northwest corner of said Olden tract;

THENCE S 87° 20' 54" E, 588,20 feet with the north line of said Olden tract to the PLACE OF BEGINNING and containing 23,688 acres of land.

JERALD YENSAN 4561 WO SURVEYOR

EXHIBIT "F" FIELD NOTES AREA 4 4.869 ACRES

BEING all that certain lot, tract, or parcel of land situated in the G. Daniel Survey Abstract Number 331 in Denton County, Texas, and being more particularly described as follows:

BEGINNING at a point for comer in the occupied west line of Hill Lane, a public roadway and in West Dickson Lane, a public roadway, said point being in the south line of that certain tract of land conveyed by deed to Ya Kelley Yong recorded under Document Number 2007-29914, Real Property Records, Denton County, Texas;

THENCE N 00° 24' 52" W, 3638.70 feet with said occupied west line of said Hill Lane to a point for corner in the south line of State Highway Number 720, a public roadway;

THENCE along the arc of a curve to the left having a central angle of 17° 27′ 50″, a radius of 619.15 feet, an arc length of 188.72 feet, whose chord bears S 19° 01′ 38″ E, 187.99 feet with said south line of said State Highway to a point for comer in the occupies east line of said Hill Lane;

THENCE S 00° 24' 52" E, 3461.61 feet with said occupied east line of said Hill Lane to a point for corner;

THENCE N 89° 24' 04" W, 60.01 feet to the PLACE OF BEGINNING and containing 4 869 acres of land.

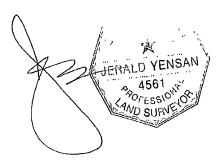


EXHIBIT "G" FIELD NOTES AREA 5 3.084 ACRES

BEING all that certain lot, tract, or parcel of land situated in the D. Cule Survey Abstract Number 226 in Denton County, Texas, and being more particularly described as follows:

BEGINNING at a point for corner, said point being the southeast corner of Lot 45 in said Hilltown Installment No. 2;

THENCE N 30° 25' 02" E, 108.26 feet with the east line of said Lot 45 to a point for corner in the west line of Post Oak Lane, a public roadway;

THENCE along the arc of a curve to the right having a central angle of 93° 08' 13", a radius of 40.00 feet, an arc length of 65.02 feet, whose chord bears N 13° 28' 04" W, 58.10 feet with said west line of said Post Oak Lane to a point for comer;

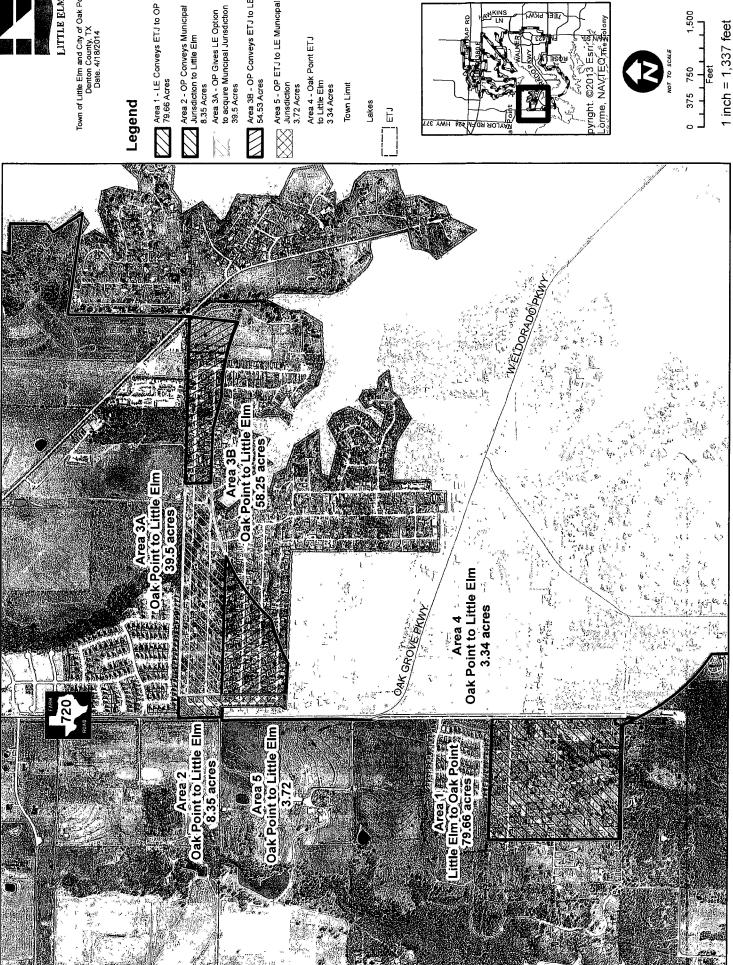
THENCE N 00° 29′ 48″ W, 783.52 feet with said west line of said Post Oak Lane to a point for corner;

THENCE S 76° 56' 49" E, 149.02 feet to a point for corner in Piney Bluff Trail, a public roadway;

THENCE S 00° 25′ 22″ E, 905.64 feet to a point for corner in the south line of said Hilltown Installment Number 2:

THENCE N 88° 10′ 41" W, 186.43 feet with said south line of said Hilltown Installment Number 2 to the PLACE OF BEGINNING and containing 3.084 acres of land.

LEBALD YENSAN





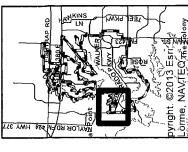
LITTLE ELM

Town of Little Elm and City of Oak Poir Denton County, TX Date. 4/18/2014

Area 3B - OP Conveys ETJ to LE E 54.53 Acres

Area 5 - OP ETJ to LE Municipal
Jurisdiction
3.72 Acres

Area 4 - Oak Point ETJ to Little Elm 3.34 Acres





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