



Filing Receipt

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Control Number - 52434

ItemNumber - 1

PUC DOCKET NO. _____

PETITION BY CELINA PARTNERS, LTD.,	§	BEFORE THE
FOR EXPEDITED RELEASE FROM WATER	§	PUBLIC UTILITY COMMISSION
CCN NO 10150 HELD BY MARILEE	§	OF TEXAS
SPECIAL UTILITY DISTRICT IN	§	
COLLIN COUNTY	§	

**PETITION BY CELINA PARTNERS, LTD., FOR EXPEDITED RELEASE
PURSUANT TO TEXAS WATER CODE SECTION 13.2541**

TO THE PUBLIC UTILITY COMMISSION OF TEXAS:

COMES NOW, Celina Partners, Ltd., a Texas limited partnership (“Petitioner”), and files this Petition with the Public Utility Commission of Texas (the “PUC”) for expedited release from Certificate of Convenience and Necessity (“CCN”) No. 10150, held by Marilee Special Utility District (“Marilee SUD”) pursuant to (i) Texas Water Code Section 13.2541; and (ii) Rule 24.245(h) of the PUC’s Rules found at 16 Tex. Admin. Code Section 24.245; and in support thereof would respectfully show as follows:

I. APPLICABLE REGULATIONS

Section 13.2541 of the Texas Water Code provides that the owner of a tract of land that is at least 25 acres and that is not receiving water or sewer service may petition for expedited release of the area from a CCN.¹ For land that is located within a county with a population of at least one million, or a county adjacent to a county with a population of at least one million, the owner of the qualifying tract “is entitled to that release.”² The rule adopted by the PUC pursuant to Section 13.2541 provides the same³, and Collin County is a county in which owners of at least 25 acres are entitled to expedited release because it is adjacent to Dallas County, which has a

¹ Tex. Water Code Ann. § 13.2541.

² *Id.*

³ 16 Tex. Admin. Code § 24.245(h).

population of at least one million. Under Section 13.2541(c), the PUC “shall grant a petition not later than the 60th day after the date the landowner files the petition.”⁴

II. REQUEST FOR EXPEDITED RELEASE

Petitioner owns approximately 298.075 acres of contiguous property within Collin County (the “Overall Property”). All of the Overall Property is within the boundaries of Water CCN No. 10150, held by Marilee SUD. Approximately 295.854 acres of the Overall Property (the “Requested Area”) does not receive service from any water or sewer service provider. An Affidavit in support of this Petition is attached hereto as Exhibit “A.” A general location map, a detailed map, and a metes and bounds description of the Requested Area are attached hereto as Exhibits “B-1,” “B-2,” and “B-3.” Additional files containing polygon shapefiles of the Requested Area will be submitted as separate files simultaneously with the filing of this Petition. Deeds showing ownership of the Overall Property, which includes the Requested Area, are attached hereto as Exhibits “C-1,” “C-2,” “C-3,” and “C-4.” A general location map, a detailed map, and a metes and bounds description of the Overall Property are attached hereto as Exhibits “D-1,” “D-2,” and “D-3.” Exhibit “E” attached hereto contains a signed and sealed boundary survey of the Overall Property combining the four deeds into one survey, which includes additional acreage than that shown in the deeds as a result of creek calls that do not align between two tracts. Additional files containing polygon shapefiles of the Overall Property will be submitted as separate files simultaneously with the filing of this Petition.

III. CONCLUSION AND PRAYER

Texas Water Code Section 13.2541 entitles Petitioner to expedited release of the Requested Area described herein. The Requested Area is greater than 25 acres, is not receiving

⁴ Tex. Water Code Ann. § 13.2541(c).

water or sewer service, and is entirely within Collin County. Under Section 13.2541, the PUC should grant this Petition no later than the 60th day after the date of filing. Petitioner respectfully requests that the PUC grant this Petition and issue an order under the authority of Section 13.2541 releasing all portions of the Requested Area that are within the boundaries of water CCN No. 10150 from CCN No. 10150.

Respectfully submitted,

COATS ROSE, P.C.

By: 
Joshua A. Bethke
State Bar No. 24105465
14755 Preston Road, Suite 600
Dallas, Texas 75254
Telephone: (972) 982-8454
Facsimile: (972) 702-0662
Email: jbethke@coatsrose.com

Natalie B. Scott
State Bar No. 24027970
Terrace 2
2700 Via Fortuna, Suite 350
Austin, Texas 78746
Telephone: (512) 469-7987
Facsimile: (512) 469-9408
Email: nscott@coatsrose.com

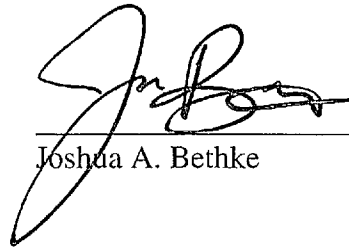
ATTORNEYS FOR PETITIONER

CERTIFICATE OF SERVICE

I hereby certify that on this 16th day of August, 2021, a true and correct copy of the foregoing Petition for Expedited Release Pursuant to Texas Water Code Section 13.2541 was sent, via certified mail, return receipt requested, to the following recipient at the address indicated.

Attn: Donna Loiselle, General Manager
Marilee Special Utility District
230 West Pecan Street
Celina, Texas 75009

Via Certified Mail, RRR



Joshua A. Bethke

EXHIBIT "A"

AFFIDAVIT

PETITION BY CELINA PARTNERS, LTD.,	§	BEFORE THE
FOR EXPEDITED RELEASE FROM WATER	§	PUBLIC UTILITY COMMISSION
CCN NO 10150 HELD BY MARILEE	§	OF TEXAS
SPECIAL UTILITY DISTRICT IN	§	
COLLIN COUNTY	§	

**AFFIDAVIT IN SUPPORT OF PETITION BY CELINA PARTNERS, LTD., FOR
EXPEDITED RELEASE PURSUANT TO TEXAS WATER CODE SECTION 13.2541**

STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned notary, personally appeared Jody M. O'Donnell, the affiant, a person who is known to me. After administering an oath, the affiant testified that:

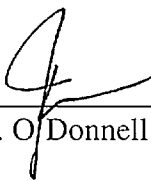
1. "My name is Jody M. O'Donnell. I am over the age of eighteen years, of sound mind, and am capable of making this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct.

2. I am the Sole Manager of Badger Texas Investments, LLC, a Texas limited liability company, Sole General Partner of Celina Partners, Ltd., a Texas limited partnership, the Petitioner in the above-captioned matter. The Petitioner owns approximately 298.075 acres of land (the "Overall Property"), which is located within the boundaries of Water CCN No. 10150 issued to Marilee Special Utility District. Petitioner seeks to have approximately 295.845 acres (the "Requested Area"), located within the Overall Property, released from Water CCN No. 10150. The Requested Area is located in Collin County, Texas, is over 25 acres in size, and consists of contiguous tracts of land. Exhibits "B-1," "B-2," and "B-3" attached to this Petition contain true and correct copies of a general location map, a detailed map, and a metes and bounds description identifying the Requested Area and its location. Additional files containing polygon shapefiles of the Requested Area will be submitted as separate files simultaneously with the filing of this Petition. The Petitioner is the owner of the Overall Property, which includes the Requested Area, as evidenced by the deeds attached as Exhibit "C-1," "C-2," "C-3," and "C-4." Exhibits "D-1," "D-2," and "D-3" attached to this Petition contain true and correct copies of a general location map, a detailed map, and a metes and bounds description identifying the Overall Property and its location. Exhibit "E" attached to this Petition contains a signed and sealed boundary survey of the Overall Property combining the four deeds into one survey, which includes additional acreage than that shown in the deeds as a result of creek calls that do not align between two tracts. Additional files containing polygon shapefiles of the Overall Property will be submitted as separate files simultaneously with the filing of this Petition.

3. The Property is not receiving water service from Marilee Special Utility District or any other water service provider. The Petitioner has not requested water service from Marilee Special Utility District or paid any fees or charges to initiate or maintain water service, and there are no billing records or other documents indicating an existing account for the Property.

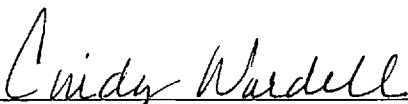
4. I request that the Public Utility Commission of Texas release this Property from Water CCN No. 10150."

FURTHER AFFIANT SAYETH NOT.



Jody M. O'Donnell

SWORN TO AND SUBSCRIBED TO BEFORE ME by Jody M. O'Donnell on
August 13, 2021.



Notary Public, State of Texas

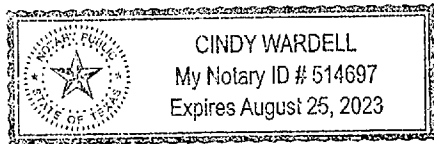


EXHIBIT "B-1"
REQUESTED AREA
GENERAL LOCATION MAP

EXHIBIT "B-2"
REQUESTED AREA
DETAILED MAP

EXHIBIT "B-3"
REQUESTED AREA
METES AND BOUNDS DESCRIPTION

EXHIBIT "C-1"

DEED

EXHIBIT "C-2"

DEED

EXHIBIT "C-3"

DEED

EXHIBIT "C-4"

DEED

EXHIBIT "D-1"
OVERALL PROPERTY
GENERAL LOCATION MAP

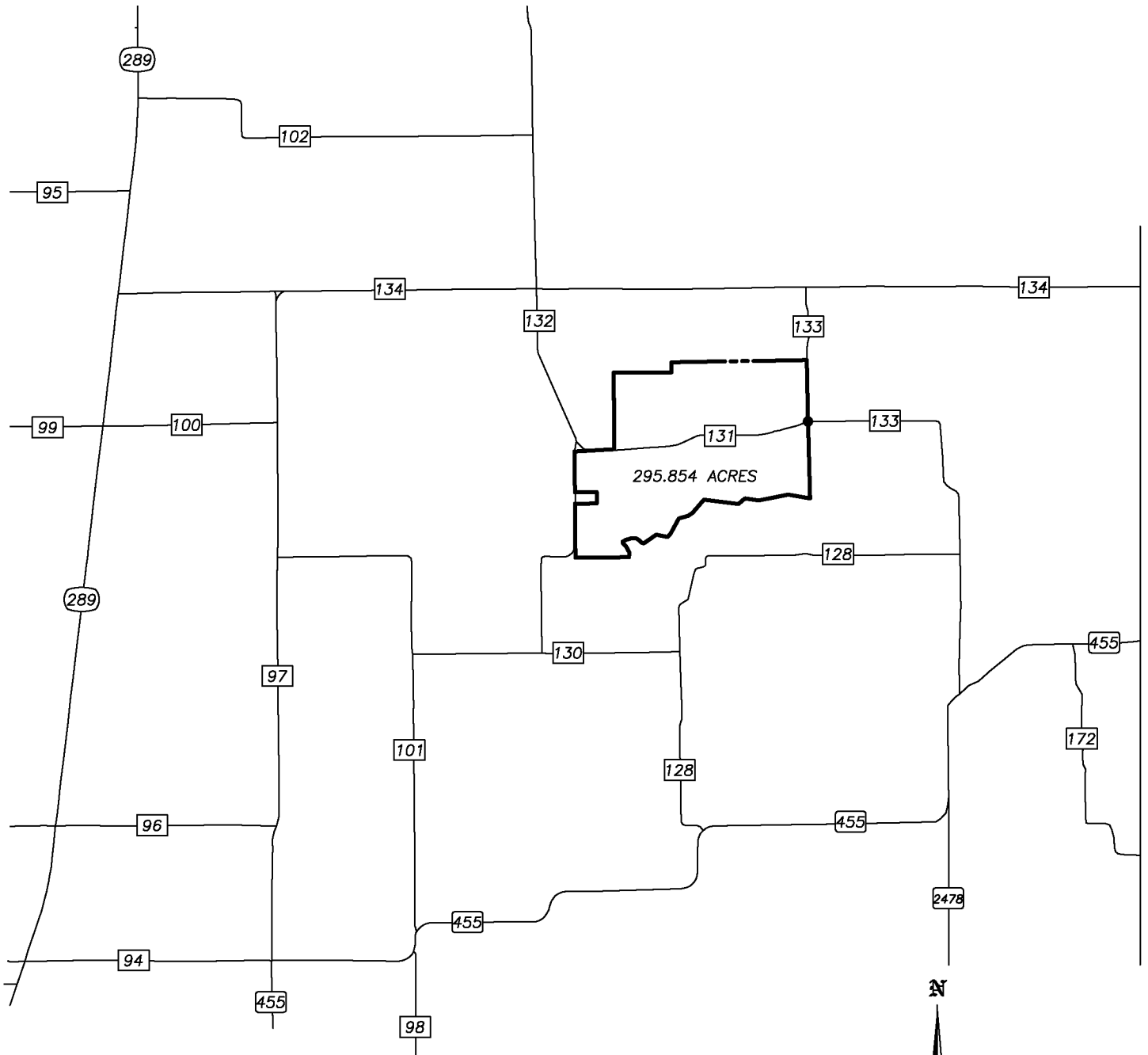
EXHIBIT "D-2"
OVERALL PROPERTY
DETAILED MAP

· EXHIBIT "D-3"
OVERALL PROPERTY
METES AND BOUNDS DESCRIPTION

EXHIBIT "E"

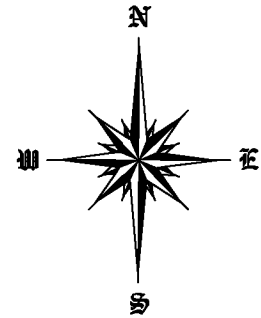
SURVEY

LOCATION MAP
CELINA PARTNERS, LTD.
295.854 ACRES
COLLIN COUNTY, TEXAS



SURDUKAN SURVEYING, INC.

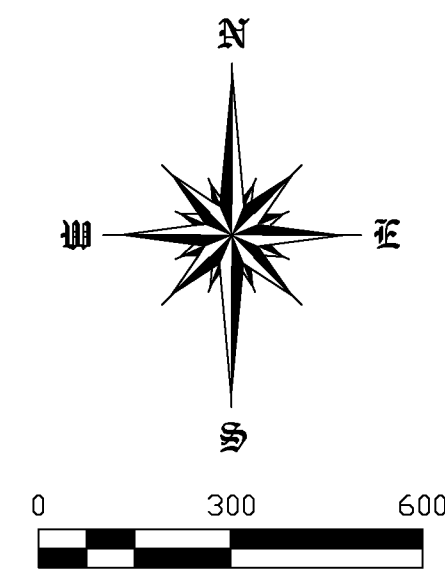
P.O. BOX 126
ANNA, TEXAS 75409
(972) 924-8200
TEXAS FIRM NO. 10069500



SCALE 1" = 3000'

DATE: AUGUST 5, 2021

JOB NO. 2018-138



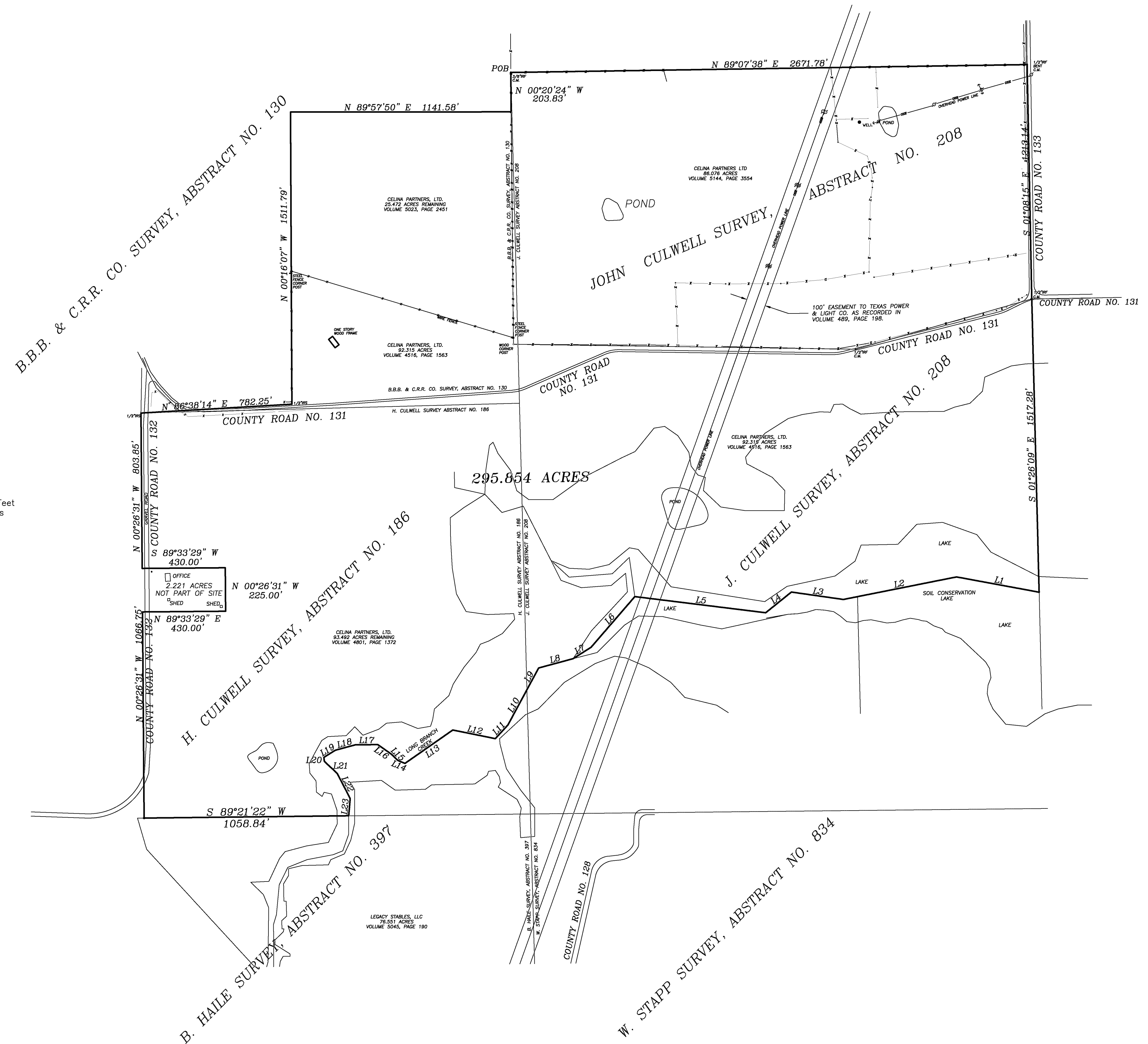
NORTH
SCALE 1" = 300'

LEGEND

- C.M. = CONTROLLING MONUMENT
- CIRS = CAPPED 1/2" IRON ROD SET STAMPED (4613)
- IRF = IRON ROD FOUND
- SP = POWER POLE
- GL = GUYWIRE
- ◆ = SIGN
- ⊙ = ELECTRIC METER
- ⊙ = WELL
- ⊙ = WATER METER
- ⊙ = AC UNIT
- ⊙ = LIGHT POLE
- ⊙ = TELEPHONE BOX

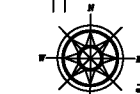
LINE	BEARING	DISTANCE
L1	N 79°31'03" W	434.42'
L2	S 78°44'51" W	557.70'
L3	N 81°53'09" W	271.40'
L4	S 51°09'51" W	170.70'
L5	N 82°57'56" W	682.29'
L6	S 40°48'25" W	345.84'
L7	S 57°30'53" W	110.54'
L8	S 74°52'42" W	184.74'
L9	S 28°21'34" W	128.12'
L10	S 28°21'40" W	206.63'
L11	S 42°44'15" W	96.55'
L12	N 78°30'56" W	224.39'
L13	S 55°05'18" W	301.69'
L14	N 67°56'15" W	39.15'
L15	N 46°11'33" W	49.03'
L16	N 54°58'01" W	84.10'
L17	S 69°41'02" W	115.44'
L18	S 74°52'25" W	108.05'
L19	S 58°10'24" W	70.13'
L20	S 07°00'50" E	20.87'
L21	S 48°50'58" E	91.28'
L22	S 27°20'35" E	146.30'
L23	S 04°54'16" W	89.51'

12887383 Sq. Feet
295.854 Acres



DETAIL MAP
295.854 ACRES
B.B.B. & C.R.R. CO. SURVEY
ABSTRACT NO. 130
H. CULWELL SURVEY
ABSTRACT NO. 186
J. CULWELL SURVEY
ABSTRACT NO. 208
COLLIN COUNTY, TEXAS

SURDUKAN SURVEYING, INC.
P.O. BOX 126
ANNA, TEXAS 75409
(972) 924-8200
FIRM NO. 10069500



LEGAL DESCRIPTION

BEING a 295.854 Acres tract of land situated in the following Abstracts; the B.B.B. & C.R.R. Co. Survey Abstract No. 130, the H. Culwell Survey Abstract No. 186, the J. Culwell Survey Abstract No. 208, and the B. Haile Survey Abstract No. 397, all of which are in Collin County, Texas, and being part of a called 86.076 acre tract as conveyed to Celina Partners, LTD in Volume 5144, Page 3554 of the Official Public Records of Collin County, Texas, and being part of the tract described in deed to Celina Partners, LTD in Volume 5023, Page 2451 of the Official Public Records of Collin County, Texas, and being part of the called 92.315 acres tract as conveyed to Celina Partners, LTD in Volume 4516 Page 1563 of the Official Public Records of Collin County, Texas, and being part of a called 93.492 acre tract as conveyed to Celina Partners, LTD in Volume 4817, Page 2629 of the Official Public Records of Collin County, Texas, and also being part of the called 76.551 acre tract as conveyed to Legacy Equestrian Center, LLC in County Clerk No. 20191115001458430 of the Official Public Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING in County Road 128 at a Mag Nail set for the southeast corner of the called 76.551 acre tract, and said Mag Nail being the northeast corner of a called 2.000 acre tract as conveyed to Ojilvia and Paulino Porfirio in County Clerk No. 20040521000749560 of the Official Public Records of Collin County, Texas;

THENCE N 89°07'38" E a distance of 2671.78' to a 1/2" iron rod found for corner in County Road 133 and said iron rod being in the west line of a called 28.104 acre tract of land as conveyed to Cyndee V. and Billy J. Herrin in County Clerk No. 20150302000217660 of the Official Public Records of Collin County, Texas;

THENCE S 01°08'15" E with County Road 133 a distance of 1213.14' to a 1/2" iron rod found for the corner in the intersection of County Road 133 and County Road 131, and said iron rod being the southwest corner of a called 5.490 acre tract of land as conveyed to Martha and Raul Guerreo in County Clerk No. 20150630000793520 of the Official Public Records of Collin County, Texas and said iron rod also being the northwest corner of a called 81.260 acre tract of land as conveyed to the Ingalls Trust in County Clerk No. 20180209000167270 of the Official Public Records of Collin County, Texas;

THENCE S 01°26'09" E a distance of 1517.28' to a point for corner in a soil conservation lake;
THENCE N 79°31'03" W a distance of 434.42' to a point for corner in a soil conservation lake;
THENCE S 78°44'51" W a distance of 597.70' to a point for corner in a soil conservation lake;
THENCE N 81°53'09" W a distance of 271.40' to a point for corner in a soil conservation lake;
THENCE S 51°09'51" W a distance of 170.70' to a point for corner in a soil conservation lake;
THENCE N 82°57'56" W a distance of 682.32' to a point for corner in a soil conservation lake;
THENCE S 40°48'25" W a distance of 345.84' to a point for corner in a soil conservation lake;
THENCE S 57°30'53" W a distance of 110.54' to a point for corner in a soil conservation lake;
THENCE S 74°52'42" W a distance of 184.74' to a point for corner in the center line of Long Branch Creek;
THENCE S 28°21'34" W a distance of 128.12' to a point for corner in the center line of Long Branch Creek;
THENCE S 01°36'54" E a distance of 0.10' to a point for corner in the center line of Long Branch Creek;
THENCE S 28°21'40" W a distance of 206.63' to a point for corner in the center line of Long Branch Creek;
THENCE S 42°44'15" W a distance of 96.55' to a point for corner in the center line of Long Branch Creek;
THENCE N 78°30'56" W a distance of 224.39' to a point for corner in the center line of Long Branch Creek;
THENCE S 55°05'18" W a distance of 301.69' to a point for corner in the center line of Long Branch Creek;
THENCE N 67°56'15" W a distance of 39.15' to a point for corner in the center line of Long Branch Creek;
THENCE N 46°11'33" W a distance of 49.03' to a point for corner in the center line of Long Branch Creek;
THENCE N 54°58'01" W a distance of 84.10' to a point for corner in the center line of Long Branch Creek;
THENCE S 89°41'02" W a distance of 115.44' to a point for corner in the center line of Long Branch Creek;
THENCE S 74°52'25" W a distance of 108.05' to a point for corner in the center line of Long Branch Creek;
THENCE S 58°10'24" W a distance of 70.13' to a point for corner in the center line of Long Branch Creek;
THENCE S 07°00'50" E a distance of 20.87' to a point for corner in the center line of Long Branch Creek;
THENCE S 46°50'58" E a distance of 91.28' to a point for corner in the center line of Long Branch Creek;
THENCE S 27°20'35" E a distance of 146.30' to a point for corner in the center line of Long Branch Creek;
THENCE S 04°54'16" W a distance of 89.51' to a point for corner in the center line of Long Branch Creek;
THENCE S 89°21'22" W a distance of 1058.84' to a point for corner;
THENCE N 00°26'31" W with the east line of the said 244.344 acre tract a distance of 1066.75' to a capped 1/2" iron rod stamped "4613" set for corner;

THENCE N 89°33'29" E across the said 93.492 acre tract a distance of 430.00' to a capped 1/2" iron rod stamped "4613" set for corner;

THENCE N 00°26'31" W a distance of 225.00' to a capped 1/2" iron rod stamped "4613" set for corner;
THENCE S 89°33'29" W a distance of 430.00' to a capped 1/2" iron rod stamped "4613" set for corner in the east line of the said 244.344 acre tract;

THENCE N 00°26'31" W continuing with the east line of the said 244.344 acre tract a distance of 803.85' to a capped 1/2" iron rod stamped "4613" found for the northwest corner of the called 93.462 acre tract;

THENCE N 86°38'14" E a distance of 782.25' to a capped 1/2" iron rod stamped "4613" found for the southeast corner of a called 15.163 acre tract of land as conveyed to Lula Afton Yates, Marlyn Donette Reardon, and Michael Darrell Reardon in County Clerk No. 20181011001271060 of the Official Public Records of Collin County, Texas;

THENCE N 00°16'07" W a distance of 1511.79' to a capped 1/2" iron rod stamped "4613" set for corner in the south line of a called 18.886 acre tract as conveyed to the City of Celina in County Clerk No. 20191114001447680 of the Official Public Records of Collin County, Texas;

THENCE N 89°57'50" E a distance of 1141.58' to a capped 1/2" iron rod stamped "4613" set for the southeast corner of a called 9.813 acre tract;

THENCE N 00°20'24" W a distance of 203.83' to the POINT OF BEGINNING and containing 12,887,383 Square Feet or 295.854 Acres of land.

GENERAL WARRANTY DEED
(92.315 Acres)

STATE OF TEXAS {
 {
 COUNTY OF COLLIN { KNOW ALL MEN BY THESE PRESENTS:

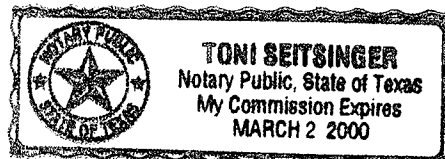
That Jody M. O'Donnell ("Grantor"), whose address is 1437 Halsey Way, Carrollton, Texas 75007-4410, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by Celina Partners, Ltd., a Texas limited partnership ("Grantee"), whose mailing address is set forth hereinbelow, the receipt and sufficiency of which are hereby acknowledged and confessed, subject to the exceptions, liens, encumbrances, terms and provisions hereinafter set forth and described, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents DOES HEREBY GRANT, BARGAIN, SELL and CONVEY, unto Grantee that certain tract of land located in Collin County, Texas, as more particularly described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes (the "Property") together with all and singular the rights, benefits, privileges, easements, tenements, hereditaments and appurtenances thereon or in any way pertaining thereto; provided, however, this conveyance is made and accepted subject and subordinate to those matters set forth on Exhibit "B" attached hereto and incorporated herein by reference for all purposes (collectively, the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions, unto Grantee, Grantee's successors and assigns forever; and Grantor does hereby bind himself, Grantor's heirs, executors, personal representatives, successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof; provided, however, the foregoing warranty of title (and any other warranty of title), which may be expressed or implied herein (or otherwise), is hereby expressly disclaimed as to any subsequent grantee other than the Grantee defined herein as the Grantee.

For the same consideration as provided herein, Grantor hereby conveys unto Grantee, all right, title and interest, if any, of Grantor in any and all strips and gores between the Property and abutting properties and any land lying in or under the bed of any street, avenue, alley, road or right-of-way, opened, closed or proposed, abutting or adjacent to the Property.

By acceptance of this General Warranty Deed (the "Deed"), Grantee assumes payment of all real property taxes and personal property taxes on the Property for the current year and subsequent years.

IN WITNESS WHEREOF, this Deed has been executed by Grantor as of the 1st day of December, 1998.



BEING a tract of land situated in the Hezekiah Culwell Survey, Abstract No. 186, John Culwell Survey, Abstract No. 208 and the B.B.B. & C. RR Survey, Abstract No. 130, Collin County, Texas and also all of the tract conveyed to Phillip M. Green as recorded in Volume 670, Page 781 of the Deed Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod set for corner at the Northeast corner of said Green tract in the intersection of County Road No. 133 and County Road No. 131 both being gravel roads;

THENCE South 0 degrees 26 minutes 58 seconds East following the general course of a wire fence a distance of 1517.90 feet to a point in a lake;

THENCE following the lake and creek the following calls:

North 78 degrees 33 minutes 31 seconds West 434.42 feet;
South 79 degrees 42 minutes 23 seconds West 597.70 feet
North 80 degrees 55 minutes 37 seconds West 271.40 feet
South 52 degrees 07 minutes 23 seconds West 170.70 feet
North 82 degrees 00 minutes 24 seconds West 682.32 feet
North 07 degrees 01 minutes 38 seconds West 204.77 feet
South 47 degrees 06 minutes 11 seconds West 122.09 feet
South 86 degrees 27 minutes 40 seconds West 224.47 feet
North 46 degrees 25 minutes 24 seconds West 126.42 feet
North 26 degrees 04 minutes 21 seconds West 316.23 feet
South 74 degrees 30 minutes 28 seconds West 36.57 feet
to a point in the East line of J.J. Godbey tract as recorded in 95-0057583 of the County Clerk's Records of Collin County Texas;

THENCE North 05 degrees 24 minutes 15 seconds West following the East line of said Godbey tract a distance of 606.04 feet to a 1/2 inch iron set for corner in County Road No. 131;

THENCE South 87 degrees 35 minutes 45 seconds West following the North line of Godbey tract and County Road No. 131 a distance of 1097.27 feet to a 1/2 inch iron rod set for corner;

THENCE North 00 degrees 41 minutes 29 seconds East a distance of 688.68 feet to a steel fence post for corner;

THENCE South 72 degrees 19 minutes 33 seconds East a distance of 1200.51 feet to a steel fence post for corner in the West line of a 85 acre tract as recorded in Volume 561 Page 54 of the Deed Records of Collin County, Texas;

THENCE South 00 degrees 37 minutes 21 seconds West following the West line of said 85 acres a distance of 33.50 feet to a steel fence post for corner at the Southwest corner of said 85 acres;

THENCE South 88 degrees 13 minutes 06 seconds East following the South line of said 85 acres a distance of 1771.20 feet to a 1/2 inch iron rod found for corner;

THENCE North 75 degrees 00 minutes 54 seconds East following the South line of said 85 acres a distance of 947.48 feet to the POINT OF BEGINNING and containing 4,021,247 square feet or 92.315 acres of land.

EXHIBIT "B"

1. Easement granted to Collin County Soil Conservation District by Miss Willie Cason et.al., recorded in Volume 656, Page 468, Collin County Land Records and as shown on the survey dated November 10, 1998, prepared by David J. Surdukan, R.P.L.S. No. 4613.
2. Location of fences along the north and south property lines as shown on survey dated November 10, 1998, prepared by David J. Surdukan, R.P.L.S. No. 4613, indicating that fences do not follow surveyed property lines.
3. Subject to that portion of subject property which lies within the boundaries of County Road No. 131 as shown on the survey dated November 10, 1998, prepared by David J. Surdukan, R.P.L.S. No. 4613.
4. Power pole and electric line as shown on the survey dated November 10, 1998, prepared by David J. Surdukan, R.P.L.S. No. 4613.
5. An undivided one-half (1/2) interest in all oil, gas and minerals as reserved by Grantors in deed dated November 11, 1998, from Philip M. Green and wife, Mattie Green, to Jody M. O'Donnell, as recorded in Clerk's File No. 98-0126556, Collin County Land Records, Texas.
6. Warranty Deed with Vendor's Lien retained in deed dated November 11, 1998, recorded under Clerk's File No. 98-0126556, Collin County Land Records, Texas, executed by Phillip M. Green and wife, Mattie Green, to Jody M. O'Donnell, securing the payment of a promissory note in the original principal amount of \$498,501.00, payable to Phillip M. Green and wife, Mattie Green; said promissory note being additionally secured by a Deed of Trust of even date therewith to Stan McWilliams, Trustee, recorded under Clerk's File No. 98-0126557, Collin County Land Records, Texas.

Please return to:
Gerald D. Quast, P.C.
3011 Montecito Drive, Suite 200
Denton, TX 76205-8517
Attn: Gerald D. Quast, President

F:\166\1\EX-B(GWD3)

GERALD D. QUAST, P.C.

Attorney at Law
3011 Montecito Drive
Suite 200
Denton, Texas 76205-8517
Metro (940)243-0753
Fax: Metro (940)243-0458

November 6, 2001

Mr. Jody M. O'Donnell
1437 Halsey Way
Carrollton, Texas 75007-4410

Re: Celina Partners, Ltd. (the "Partnership") re General
Advice and Counsel

Dear Jody:

In connection with the conveyance of the 25.472 acres to the above-referenced Partnership, please find enclosed the original General Warranty Deed recorded in Collin County, Texas, in Volume 05023, Page 02451.

Upon your receipt of this letter and the enclosed, please do not hesitate to contact me with any questions or comments you may have to same.

Very truly yours,

GERALD D. QUAST, P.C.

A handwritten signature in cursive script that reads "Gerald D. Quast". The signature is written in dark ink and is positioned above the printed name of the signatory.

Gerald D. Quast, President

Enclosure

f:\166\1\LTC-11-6

GENERAL WARRANTY DEED
(25.472 Acres)

STATE OF TEXAS {
 { KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF COLLIN {

That Jody M. O'Donnell ("Grantor"), whose address is 1437 Halsey Way, Carrollton, Texas 75007-4410, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by Celina Partners, Ltd., a Texas limited partnership ("Grantee"), whose mailing address is set forth hereinbelow, the receipt and sufficiency of which are hereby acknowledged and confessed, subject to the exceptions, liens, encumbrances, terms and provisions hereinafter set forth and described, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents DOES HEREBY GRANT, BARGAIN, SELL and CONVEY, unto Grantee that certain tract of land located in Collin County, Texas, as more particularly described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes (the "Property") together with all and singular the rights, benefits, privileges, easements, tenements, hereditaments and appurtenances thereon or in any way pertaining thereto; provided, however, this conveyance is made and accepted subject and subordinate to those matters set forth on Exhibit "B" attached hereto and incorporated herein by reference for all purposes (collectively, the "Permitted Exceptions").

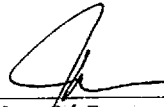
TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions, unto Grantee, Grantee's successors and assigns forever; and Grantor does hereby bind himself, Grantor's heirs, executors, personal representatives, successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof; provided, however, the foregoing warranty of title (and any other warranty of title), which may be expressed or implied herein (or otherwise), is hereby expressly disclaimed as to any subsequent grantee other than the Grantee defined herein as the Grantee.

For the same consideration as provided herein, Grantor hereby conveys unto Grantee, all right, title and interest, if any, of Grantor in any and all strips and gores between the Property and abutting properties and any land lying in or under the bed of any street, avenue, alley, road or right-of-way, opened, closed or proposed, abutting or adjacent to the Property.

By acceptance of this General Warranty Deed (the "Deed"), Grantee assumes payment of all real property taxes and personal property taxes on the Property for the current year and subsequent years.

IN WITNESS WHEREOF, this Deed has been executed by Grantor as of June 1, 2000.

GRANTOR:



Jody M. O'Donnell

GRANTEE'S ADDRESS:

Celina Partners, Ltd.
1437 Halsey Way
Carrollton, Texas 75007-4410
Attn: Mr. Jody M. O'Donnell

**AFTER RECORDING,
PLEASE RETURN TO:**

Gerald D. Quast, P.C.
3011 Montecito Drive
Suite 200
Denton, Texas 76205-8517
Attn: Gerald D. Quast, President

STATE OF TEXAS

§

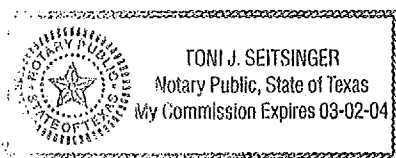
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COUNTY OF DALLAS

§

BEFORE ME, the undersigned authority, on this day personally appeared Jody M. O'Donnell known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this 5th day of October, 2001.





Notary Public, State of Texas

Notary's name printed:

Toni J. SeitsingerMy Commission expires: 03/02/04

EXHIBIT "A"

SITUATED in Collin County, Texas, in the BBB & C RR Survey, Abstract No. 129 and the BBB & C RR Survey, Abstract No. 130, being a re survey of the 160.821 acres of land described in a deed from D.H. Mackaman to Mackaman Family Partnership, Ltd. dated October 14, 1993, recorded in Document No. 93-0092529 of the Collin County Land Records, being described by metes and bounds as follows:

BEGINNING at an iron pin found on the North side of a 2" steel pipe corner post at the Northeast corner of said 160.821 acre tract, in the East line of said BBB & C RR Survey, Abstract No. 129 and in the West line of the Malcolm Lillard tract, Ref. Doc. No. 94-0029596;

THENCE South 0 deg. 05 min. East, with the East line of said 160.821 acre tract and the East line of said Railroad Surveys, passing the Southeast corner of said BBB & C RR Survey, Abst. No. 129 and the Northeast corner of said BBB & C RR Survey, Abst. No. 130 at 950 feet and with the West line of said Lillard tract and the West line of the John Culwell Survey, Abst. No. 208 and with a fence, in all 2795.5 feet to a 2" steel pipe corner post set in concrete at the East, Southeast corner of said 160.821 acre tract and a Northeast corner of the Phillip Green 91.774 acre tract;

THENCE westerly with a South line of said 160.821 acre tract and a North line of said 91.774 acre tract and with a fence as follows:

North 72 deg. 32 min. 45 sec. West, 563.91 feet to a steel pipe brace post;

North 72 deg. 59 min. 53 sec. West, 627.46 feet to an iron pin set at the ell corner of said 160.821 acre tract and a Northwest corner of said 91.774 acre tract;

THENCE South 0 deg. 32 min. 18 sec. West, 694.22 feet with an East line of said 160.821 acre tract and a West line of said 91.774 acre tract and with an old, old fence on the East side of a new fence to an iron pin set at the South, Southeast corner of said 160.821 acre tract and the Southwest corner of said 91.774 acre tract, in the center of East-West County Road 131, and in the North line of the Jody M O'Donnell 93.492 acre tract, Ref. Document No. 96-008353;

THENCE westerly with the South line of said 160.821 acre tract and with the North line of said 93.492 acre tract and with said County Road as follows:

South 85 deg. 25 min. 51 sec. West, 527.25 feet to an iron pin found;

North 58 deg. 59 min. 49 sec. West, 244.08 feet to an iron pin set;

North 19 deg. 10 min. 45 sec. West, 211.35 feet to an iron pipe found in the East line of the Clyde Moore 27.45 acres of land, Ref. V. 1530, P. 830;

THENCE North 23 deg. 16 min. 11 sec. West, 1759.9 feet with the West edge of County Road No. 132 and with the West line of said 160.821 acre tract and with the East line of said 27.45 acre tract and with the East line of the Clyde Moore 20.000 acres of land to an iron pin found;

THENCE North 0 deg. 53 min. 39 sec. West, 1278.31 feet with the West line of said 160.821 acre tract and the East line of said 20.000 acre tract and the East line of the 26.849 acre James T. Hollis tract, Ref. V. 721, P. 717 to an iron pin set at the Northwest corner of said 160.821 acre tract;

THENCE South 89 deg. 06 min. 48 sec. East, 2660.19 feet with the North line of said 160.821 acre tract and with the South side of County Road No. 134 to the PLACE OF BEGINNING and containing 160.635 acres of land, more or less.

SAVE AND EXCEPT

BEING a tract of land situated in the B.B.B. & C.R. Company Survey, Abstract No. 129, and in the B.B.B. & C.R. Company Survey, Abstract No. 130, Collin County, Texas, and also being part of 160.821 acre tract conveyed to Mackaman Family Partnership, LTD, as recorded in County Clerk No. 93-0092529, Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a PK nail found for corner at the northwest corner of said 160.821 acre tract, said nail being at the intersection of the center line of County Road No. 134 and the center line of County Road No. 132;

THENCE South 89 deg. 04 min 38 sec. East following the center line of County Road No. 134 a distance of 2656.60 feet to a PK nail set for corner;

THENCE South 00 deg. 22 min. 19 sec. West following a fence line a distance of 1656.55 feet to a 1/2 inch iron rod set for corner;

THENCE North 89 deg. 04 min. 38 sec. West a distance of 2482.20 feet to a 1/2 inch iron rod set for corner in the west line of County Road No. 32;

THENCE North 22 deg. 56 min. 13 sec. West following the west line of County Road No. 132 a distance of 402.69 feet to a 5/8 inch iron rod found for corner;

THENCE North 00 deg. 17 min. 52 sec. West leaving the west line of said County Road No. 132 and following the center line of County Road No. 132 a distance of 1288.49 to the POINT OF BEGINNING and containing 4,356,000 square feet or 100.000 acres of land, more or less.

SAVE AND EXCEPT

BEING a tract of land situated in the B.B.B. & C.R. Company Survey, Abstract No. 130, Collin County, Texas, and also being part of 60.635 acre tract conveyed to Jody M. O'Donnell as recorded in Volume 4524, Page 2180 of the Deed Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found for corner at the northwest corner of said 60.635 acre tract, said corner also being the southwest corner of 100 acre tract conveyed to Billy Herrin as recorded in volume 4524, Page 2194, D.R.C.C.T., said iron rod also being on the west line of County Road No. 132;

THENCE South 89 degrees 04 minutes 38 seconds East following the south line of Herrin tract and the north line of said O'Donnell tract a distance of 1340.62 feet to a 1/2 inch iron rod set for corner;

THENCE South 00 degrees 41 minutes 25 seconds West a distance of 739.17 feet to a 1/2 inch iron rod set for corner;

THENCE North 89 degrees 04 minutes 38 seconds West a distance of 1016.70 feet to a 1/2 inch iron rod set for corner in the west line of County Road No. 132;

THENCE North 22 degrees 56 minutes 13 seconds West following the west line of County Road No. 132 a distance of 808.23 feet to the POINT OF BEGINNING and containing 871,200 square feet or 20.000 acres of land, more or less.

SAVE AND EXCEPT

BEING a tract of land situated in the B.B.B. & C.R. Company Survey, Abstract No. 130, Collin County, Texas, and also being part of 60.635 acre tract conveyed to Jody M. O'Donnell as recorded in Volume 4524, Page 2180 of the Deed Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found for corner at the Northwest corner of said 60.635 acre tract, said corner also being the Southwest corner of 100 acre tract conveyed to Billy Herrin as recorded in Volume 4524, Page 2194, D.R.C.C.T., said iron rod also being on the West line of County Road No. 132;

THENCE South 22 degrees 56 minutes 13 seconds East following the West line of Jody O'Donnell's tract a distance of 808.23 feet to a 1/2 inch iron rod found for corner for the Point of Beginning;

THENCE South 89 degrees 04 minutes 38 seconds East a distance of 1016.70 feet to a 1/2 inch iron rod set for corner;

THENCE South 00 degrees 41 minutes 25 seconds West a distance of 772.62 feet to a 1/2 inch iron rod set for corner in County Road No. 131;

THENCE South 87 degrees 36 minutes 34 seconds West following County Road No. 131 a distance of 582.27 feet to a 1/2 inch iron rod set for corner;

THENCE North 44 degrees 31 minutes 52 seconds West following County Road No. 131 a distance of 168.07 feet to a 1/2 inch iron rod set for corner in County Road No. 132;

THENCE North 26 degrees 30 minutes 13 seconds West following County Road No. 132 a distance of 210.10 feet to a 1/2 inch iron rod set for corner in the West line of County Road No. 132;

THENCE North 22 degrees 56 minutes 13 seconds West following the West line of County Road No. 132 a distance of 548.78 feet to the Point of Beginning and containing 660,500 square feet or 15.163 acres of land, more or less.

EXHIBIT "B"

1. Easement granted to Gunter Water Supply Corporation by D. H. Mackaman and wife, Kathryn A. Mackaman, dated July 24, 1971, filed April 14, 1972, recorded in Volume 817, Page 506, Collin County Land Records and as shown on the survey dated July 12, 1997, prepared by G. M. Geer, R.P.L.S. No. 3258.
2. Easement granted to The County of Collin, State of Texas, by Donald H. Mackaman, dated August 22, 1985, filed August 24, 1993, recorded in Clerk's File No. 93-70690, Collin County Land Records.
3. Royalty Deed executed by D. H. Mackaman et ux to Linda Kathryn Mackaman Young et al, dated November 21, 1980, filed November 24, 1980, recorded in Volume 1327, Page 472, Collin County Land Records.
4. Royalty Deed executed by D. H. Mackaman et ux to Katherine Clara Mackaman, dated April 8, 1985, filed April 11, 1985, recorded in Volume 2107, Page 612, Collin County Land Records.
5. Easement granted to County of Collin by Jody M. O'Donnell, dated January 4, 2000, filed February 22, 2000, recorded in Clerk's File No. 00-16360, Collin County Land Records.
6. Subject to any portion of subject property which lies within the boundaries of County Road No. 132 and County Road No. 131.
7. Possible encroachments and location of fence, as applicable, to the subject property as shown on the survey dated July 12, 1997, prepared by G. M. Geer, R.P.L.S. No. 3258.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW
(THE STATE OF TEXAS) (COUNTY OF COLLIN)
I hereby certify that this instrument was FILED in the File Number Sequence on the date and the time stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Collin County, Texas on

OCT 12 2001

Helen Starnes

Filed for Record in:
Collin County, McKinney TX
Honorable Helen Starnes
Collin County Clerk

On Oct 12 2001
At 2:03pm

Doc/Num : 2001- 0130027

Recording/Type: D1 19.00
Receipt #: 33736

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2002-0052711

AFTER RECORDING, RETURN TO:

Clarence Otis Hundley
1823 Pilgrim
Irving, TX 75061

DEED OF TRUST

Date: April 9, 2002

Grantor: CELINA PARTNERS, LTD., a Texas limited partnership

Grantor's Mailing Address: 1437 Halsey Way
Carrollton, Denton County, Texas 75007

Trustee: GRADY R. THOMPSON

Trustee's Mailing Address: 1600 Redbird Boulevard, Suite 400
McKinney, Collin County, Texas 75069

Lender: CLARENCE OTIS HUNDLEY, MERLIN L. HUNDLEY, and REBA HUNDLEY

Lender's Mailing Address: 1823 Pilgrim
Irving, Dallas County, Texas 75061

Note

Date: April 9, 2002

Original principal amount: Four Hundred Thirty-One Thousand Three Hundred
Seventy-Five And No/100 Dollars (\$431,375.00)

Borrower: Celina Partners, Ltd.

Lender: Clarence Otis Hundley, Merlin L. Hundley, and Reba Hundley

Maturity date: April 9, 2007

Property (including any improvements): SEE EXHIBIT "A" ATTACHED HERETO AND
MADE A PART HEREOF FOR ALL PURPOSES.

Prior Lien: None.

Other Exceptions to Conveyance and Warranty:

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Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements.

For value received and to secure payment of the Note, Grantor conveys the Property to Trustee in trust. Grantor warrants and agrees to defend the title to the Property, subject to the Other Exceptions to Conveyance and Warranty. On payment of the Note and all other amounts secured by this deed of trust, this deed of trust will have no further effect, and Lender will release it at Grantor's expense.

Clauses and Covenants

A. Grantor's Obligations

Grantor agrees to—

1. keep the Property in good repair and condition;
2. pay all taxes and assessments on the Property before delinquency and furnish to Beneficiary annually, before the taxes become delinquent, copies of tax receipts showing that all taxes on the Property have been paid;
3. defend title to the Property subject to the Other Exceptions to Conveyance and Warranty and preserve the lien's priority as it is established in this deed of trust;
4. maintain, in a form acceptable to Lender, an insurance policy that—
 - a. covers all improvements for their full insurable value as determined when the policy is issued and renewed, unless Lender approves a smaller amount in writing;
 - b. contains an 80 percent coinsurance clause;
 - c. provides fire and extended coverage, including windstorm coverage;
 - d. protects Lender with a standard mortgage clause;
 - e. provides flood insurance at any time the Property is in a flood hazard area; and
 - f. contains such other coverage as Lender may reasonably require;

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5. comply at all times with the requirements of the 80 percent coinsurance clause;
6. deliver the insurance policy to Lender within ten days of the date of the deed of trust and deliver renewals to Lender at least fifteen days before expiration;
7. obey all laws, ordinances, and restrictive covenants applicable to the Property;
8. keep any buildings occupied as required by the insurance policy; and
9. if the lien of this deed of trust is not a first lien, pay or cause to be paid all prior lien notes and abide by or cause to be abided by all prior lien instruments.

B. Lender's Rights

1. Lender may appoint in writing a substitute trustee, succeeding to all rights and responsibilities of Trustee.
2. If the proceeds of the Note are used to pay any debt secured by prior liens, Lender is subrogated to all the rights and liens of the holders of any debt so paid.
3. Lender may apply any proceeds received under the insurance policy either to reduce the Note or to repair or replace damaged or destroyed improvements covered by the policy. If the Property is Grantor's primary residence and Lender reasonably determines that repairs to the improvements are economically feasible, Lender will make the insurance proceeds available to Grantor for repairs.
4. Notwithstanding note terms to the contrary, and unless applicable law prohibits, all payments received by Lender from Grantor under the Note or this deed of trust may, at Lender's discretion, be applied first to amounts payable under this deed of trust and then to amounts due and payable to Lender under the Note, to be applied to late charges, principal, or interest in the order Lender in its discretion determines.
5. If Grantor fails to perform any of Grantor's obligations, Lender may perform those obligations and be reimbursed by Grantor on demand for any amounts so paid, including attorney's fees, plus interest on those amounts from the dates of payment at the rate stated in the Note for matured, unpaid amounts. The amount to be reimbursed will be secured by this deed of trust.
6. If there is a default on the Note or if Grantor fails to perform any of Grantor's obligations and the default continues after any required notice of the default and the time allowed to cure, Lender may—
 - a. declare the unpaid principal balance and earned interest on the Note immediately due;

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b. direct Trustee to foreclose this lien, in which case Lender or Lender's agent will cause notice of the foreclosure sale to be given as provided by the Texas Property Code as then in effect; and

c. purchase the Property at any foreclosure sale by offering the highest bid and then have the bid credited on the Note.

7. Lender may remedy any default without waiving it and may waive any default without waiving any prior or subsequent default.

C. Trustee's Rights and Duties

If directed by Lender to foreclose this lien, Trustee will—

1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then in effect;

2. sell and convey all or part of the Property "AS IS" to the highest bidder for cash with a general warranty binding Grantor, subject to the Prior Lien and to the Other Exceptions to Conveyance and Warranty and without representation or warranty, express or implied, by Trustee;

3. from the proceeds of the sale, pay, in this order—

a. expenses of foreclosure, including a reasonable commission to Trustee;

b. to Lender, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;

c. any amounts required by law to be paid before payment to Grantor; and

d. to Grantor, any balance; and

4. be indemnified by Lender against all costs, expenses, and liabilities incurred by Trustee for acting in the execution or enforcement of the trust created by this deed of trust, which includes all court and other costs, including attorney's fees, incurred by Trustee in defense of any action or proceeding taken against Trustee in that capacity.

D. General Provisions

1. If any of the Property is sold under this deed of trust, Grantor must immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor will become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.

2. Recitals in any trustee's deed conveying the Property will be presumed to be true.

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3. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.
4. This lien will remain superior to liens later created even if the time of payment of all or part of the Note is extended or part of the Property is released.
5. If any portion of the Note cannot be lawfully secured by this deed of trust, payments will be applied first to discharge that portion.
6. Grantor assigns to Lender all amounts payable to or received by Borrower from condemnation of all or part of the Property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the Property. After deducting any expenses incurred, including attorney's fees and court and other costs, Lender will either release any remaining amounts to Grantor or apply such amounts to reduce the Note. Lender will not be liable for failure to collect or to exercise diligence in collecting any such amounts. Grantor will immediately give Lender notice of any actual or threatened proceedings for condemnation of all or part of the Property.
7. Grantor assigns to Lender absolutely, not only as collateral, all present and future rent and other income and receipts from the Property. Grantor warrants the validity and enforceability of the assignment. Grantor may as Lender's licensee collect rent and other income and receipts as long as Grantor is not in default under the Note or this deed of trust. Grantor will apply all rent and other income and receipts to payment of the Note and performance of this deed of trust, but if the rent and other income and receipts exceed the amount due under the Note and deed of trust, Grantor may retain the excess. If Grantor defaults in payment of the Note or performance of this deed of trust, Lender may terminate Grantor's license to collect rent and other income and then as Grantor's agent may rent the Property and collect all rent and other income and receipts. Lender neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the Property. Lender may exercise Lender's rights and remedies under this paragraph without taking possession of the Property. Lender will apply all rent and other income and receipts collected under this paragraph first to expenses incurred in exercising Lender's rights and remedies and then to Grantor's obligations under the Note and this deed of trust in the order determined by Lender. Lender is not required to act under this paragraph, and acting under this paragraph does not waive any of Lender's other rights or remedies. If Grantor becomes a voluntary or involuntary debtor in bankruptcy, Lender's filing a proof of claim in bankruptcy will be deemed equivalent to the appointment of a receiver under Texas law.
8. Interest on the debt secured by this deed of trust will not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess will be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides any conflicting provisions in this and all other instruments concerning the debt.

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9. In no event may this deed of trust secure payment of any debt subject to chapters 342, 343, 345, or 346 of the Texas Finance Code or create a lien otherwise prohibited by law.
10. When the context requires, singular nouns and pronouns include the plural.
11. The term *Note* includes all extensions and renewals of the Note and all amounts secured by this deed of trust.
12. This deed of trust binds, benefits, and may be enforced by the successors in interest of all parties.
13. If Grantor and Borrower are not the same person, the term *Grantor* includes Borrower.
14. Grantor and each surety, endorser, and guarantor of the Note waive all demand for payment, presentation for payment, notice of intention to accelerate maturity, notice of acceleration of maturity, protest, and notice of protest, to the extent permitted by law.
15. Grantor agrees to pay reasonable attorney's fees, trustee's fees, and court and other costs of enforcing Lender's rights under this deed of trust if this deed of trust is placed in the hands of an attorney for enforcement.
16. If any provision of this deed of trust is determined to be invalid or unenforceable, the validity or enforceability of any other provision will not be affected.
17. Grantor represents that this deed of trust and the Note are given for the following purposes: The indebtedness, the payment of which is hereby secured, is in part payment of the purchase price of the herein described property, and is also secured by a vendor's lien retained in Deed of even date herewith to the undersigned and this Deed of Trust is given as additional security for the payment of said indebtedness.
18. (a) The Property and the operations conducted thereon do not and will not violate any order of any governmental body or Environmental Laws (as defined below); (b) without limitation of clause (a) above, the Property and the operations currently conducted thereon or by any prior owner or operator of the Property or operation are not in violation of or subject to any existing, pending or threatened action, suit, investigation, inquiry or proceeding by or before any governmental body or to any remedial obligations under Environmental Laws; (c) all notices, permits, licenses or similar authorizations, if any, required to be obtained or filed in connection with the operation or use of the Property, including without limitation past or present treatment, storage, disposal or release of a hazardous substance or solid waste into the environment, have been duly obtained or filed; (d) all hazardous substances or solid waste generated at the Property have in the past been transported, treated and disposed of only by carriers maintaining valid permits under the Resource Conservation and Recovery Act of 1976 ("RCRA") and any other Environmental Law, and only at treatment, storage and disposal facilities maintaining valid permits under RCRA and any other Environmental Law, which carriers and facilities have been and are operating in compliance with such permits; (e) Grantor has taken all steps necessary to

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determine and has determined that no hazardous substances or solid waste has been disposed of or otherwise released and there has been no threatened release of any hazardous substances on or to the Property except in compliance with Environmental Laws; and (f) Grantor has no material contingent liability in connection with any release or threatened release of any hazardous substance or solid waste into the environment. As used in this Deed of Trust, the term "Environmental Laws" shall mean any and all laws, statutes, ordinances, rules, regulations, orders or determinations of any governmental body pertaining to health or the environment in effect in any and all jurisdictions in which Grantor is conducting or at any time has conducted business, or where the Property is located, including without limitation the Clean Air Act, as amended, the Comprehensive Environmental, Response, Compensation and Liability Act of 1980 ("CERCLA"), as amended, the Federal Water Pollution Control Act, as amended, the Occupational Safety and Health Act of 1970, as amended, RCRA, as amended, the Safe Drinking Water Act, as amended, the Toxic Substances Control Act, as amended, the Superfund Amendments and Reauthorization Act of 1986, as amended, and other environmental conservation or protection laws. The terms "hazardous substance," "release" and "threatened release" have the meanings specified in CERCLA, and the terms "solid waste" and "disposal" (or "disposed") have the meanings specified in RCRA; provided, however, in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply subsequent to the effective date of such amendment, and provided further that, to the extent the laws of the State of Texas establish a meaning for "hazardous substance", "release," "threatened release," "solid waste" or "disposal" which is broader than that specified in either CERCLA or RCRA, such broader meaning shall apply.

CELINA PARTNERS, LTD.,
a Texas limited partnership

By: **BADGER TEXAS INVESTMENTS, LLC,**
a Texas limited liability company,
its General Partner

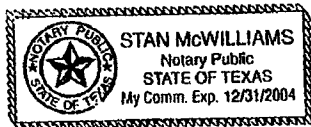
By: 
Jody M. O'Donnell, President

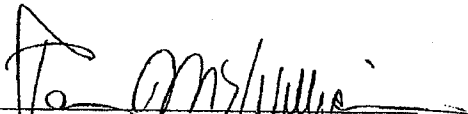
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STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the 9th day of April, 2002, by JODY M. O'DONNELL, PRESIDENT OF BADGER TEXAS INVESTMENTS, LLC, A TEXAS LIMITED LIABILITY COMPANY, GENERAL PARTNER OF CELINA PARTNERS, LTD., A TEXAS LIMITED PARTNERSHIP, on its behalf.




Notary Public, State of Texas

PREPARED IN THE LAW OFFICES OF:

McWILLIAMS & THOMPSON
1600 Redbud Boulevard, Suite 400
McKinney, Texas 75069-0844

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EXHIBIT "A" - LEGAL DESCRIPTION

BEING a tract of land situated in the John Culwell Survey, Abstract No. 208, Collin County, Texas, and also being all of a 85 acre tract as conveyed to Clarence Hundley and Reba Hundley as recorded in Volume 561, Page 54 of the Deed Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 3/8 inch iron rod found for corner at the northwest corner of said 85 acre tract, said iron rod also being in the west line of said John Culwell Survey, said iron rod also being at the southwest corner of a 22 acre tract as recorded in County Clerks No. 94-0029576, Collin County, Texas;

THENCE South 89 degrees 54 minutes 50 seconds East following the north line of said 85 acres and the south line of said 22 acre tract passing at 664.50 feet the southeast corner of said 22 acre tract in all a distance of 2671.78 feet to a being 1/2 inch iron rod found for corner in County Road No. 133;

THENCE south 00 degrees 10 minutes 43 seconds East following County Road No. 133 a distance of 1212.53 feet to a 1/2 inch iron rod found for corner at the northeast corner of a 80.875 acre tract conveyed to Jody O'Donnell as recorded in Volume 4292, Page 2081, D.R.C.C.T;

THENCE South 75 degrees 00 minutes 54 seconds West following the north line of said 80.875 acre tract a distance of 947.49 feet to a 1/2 inch iron rod found for corner;

THENCE North 88 degrees 13 minutes 06 seconds West following the north line of said 80.875 acre tract a distance of 1771.20 feet to a wood fence post found for corner in the west line of said Culwell Survey;

THENCE North 00 degrees 24 minutes 34 seconds East a distance of 1406.49 feet to the POINT OF BEGINNING and containing 3,749,476 square feet or 86.076 acres of land.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS VOID AND UNENFORCEABLE UNDER FEDERAL LAW (COUNTY OF COLLIN) (THE STATE OF TEXAS)
I hereby certify that this instrument was FILED in the File Number Sequence on the date and the time stamped herein by me and was duly RECORDED in the Official Public Records of Real Property of Collin County, Texas on

APR 10 2002

Helen Starnes



Filed for Record in:
Collin County, McKinney TX
Honorable Helen Starnes
Collin County Clerk

On Apr 10 2002
At 2:36pm

Doc/Num : 2002- 0052711

Recording/Type:DT 25.00
Receipt #: 13051

Number: 96-0003854
Type: DT 21.00

DEED OF TRUST. Page 1
<http://wpldcx/dt/ocunneil.ap>

PRIOR LIENS (including recording information): None

OTHER EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Any and all restrictions, mineral reservations and conveyances, conditions, covenants and easements, if any, relating to the hereinabove described property, but only to the extent they are still in effect and shown of record in Collin County, Texas.

For value received and to secure payment of the note, Grantor conveys the property to Trustee in trust, Grantor warrants and agrees to defend the title to the property. If Grantor performs all the covenants and pays the note according to its terms, this deed of trust shall have no further effect, and Beneficiary shall release it at Grantor's expense.

GRANTOR'S OBLIGATIONS

Grantor agrees to:

1. keep the property in good repair and condition;
2. pay all taxes and assessments on the property when due and furnish to Beneficiary annually, before the taxes become delinquent, copies of tax receipts showing that all taxes on the Property have been paid;
3. preserve the lien's priority as it is established in this deed of trust;
4. maintain, in a form acceptable to Beneficiary, an insurance policy that:
 - a. covers all improvements for their full insurable value as determined when the policy is issued and renewed, unless Beneficiary approves a smaller amount in writing;
 - b. contains an 80% coinsurance clause;
 - c. provides fire and extended coverage, including windstorm coverage;
 - d. protects Beneficiary with a standard mortgage clause;
 - e. provides flood insurance at any time the property is in a flood hazard area; and
 - f. contains such other coverage as Beneficiary may reasonably require;
5. comply at all times with the requirements of the 80% coinsurance clause;
6. deliver the insurance policy to Beneficiary and deliver renewals to Beneficiary at least 10 days before expiration;
7. keep any buildings occupied as required by the insurance policy; and
8. if this is not a first lien, pay all prior lien notes that Grantor is personally liable to pay and abide by all prior lien instruments.

BENEFICIARY'S RIGHTS

1. Beneficiary may appoint in writing a substitute or successor trustee.
2. If the proceeds of the note are used to pay any debt secured by prior liens, Beneficiary is subrogated to all of the rights and liens of the holders of any debt so paid.
3. Beneficiary may apply any proceeds received under the insurance policy either to reduce the note or to repair or replace damaged or destroyed improvements covered by the policy.
4. If Grantor fails to perform any of Grantor's obligations, Beneficiary may perform those obligations and be reimbursed by Grantor on demand at the place where the note is payable.

for any sums so paid, including attorney's fees, plus interest on those sums from the dates of payment at the rate stated in the note for matured, unpaid amounts. The sum to be reimbursed shall be secured by this deed of trust.

5. If Grantor defaults on the note or fails to perform any of Grantor's obligations or if default occurs on a prior lien note or other instrument, and the default continues after Beneficiary gives Grantor notice of the default and the time within which it must be cured, as may be required by law or by written agreement, then Beneficiary may:

- a. declare the unpaid principal balance and earned interest on the note immediately due;
- b. request Trustee to foreclose this lien. in which case Beneficiary or Beneficiary's agent shall give notice of the foreclosure sale as provided by the Texas Property Code as then amended; and
- c. purchase the property at any foreclosure sale by offering the highest bid and then have the bid credited on the note.

TRUSTEE'S DUTIES

If requested by Beneficiary to foreclose this lien, Trustee shall:

1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then amended;
2. sell and convey all or part of the property to the highest bidder for cash with a general warranty binding Grantor, subject to prior liens and to other exceptions to conveyance and warranty; and
3. from the proceeds of the sale, pay, in this order:
 - a. expenses of foreclosure, including a commission to Trustee of 5% of the bid;
 - b. to Beneficiary, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
 - c. any amounts required by law to be paid before payment to Grantor; and
 - d. to Grantor, any balance.

GENERAL PROVISIONS

1. If any of the property is sold under this deed of trust, Grantor shall immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor shall become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.
2. Recitals in any Trustee's deed conveying the property will be presumed to be true.
3. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.
4. This lien shall remain superior to liens later created even if the time of payment of all or part of the note is extended or part of the property is released.
5. If any portion of the note cannot be lawfully secured by this deed of trust, payments shall be applied first to discharge that portion.
6. Grantor assigns to Beneficiary all sums payable to or received by Grantor from condemnation of all or part of the property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the property. After deducting any expenses incurred, including attorney's fees, Beneficiary may release any remaining sums to Grantor or apply such sums to reduce the note. Beneficiary shall not be liable for failure to collect or to exercise diligence in collecting any such sums.

7. Grantor assigns to Beneficiary absolutely, not only as collateral, all present and future rent and other income and receipts from the property. Leases are not assigned. Grantor warrants the validity and enforceability of the assignment. Grantor may as Beneficiary's licensee collect rent and other income and receipts as long as Grantor is not in default under the note or this deed of trust. Grantor will apply all rent and other income and receipts to payment of the note and performance of this deed of trust, but if the rent and other income and receipts exceed the amount due under the note and deed of trust, Grantor may retain the excess. If Grantor defaults in payment of the note or performance of this deed of trust, Beneficiary may terminate Grantor's license to collect and then as Grantor's agent may rent the property if it is vacant and collect all rent and other income and receipts. Beneficiary neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the property. Beneficiary shall apply all rent and other income and receipts collected under this paragraph first to expenses incurred in exercising Beneficiary's rights and remedies and then to Grantor's obligations under the note and this deed of trust in the order determined by Beneficiary. Beneficiary is not required to act under this paragraph, and acting under this paragraph does not waive any of Beneficiary's other rights or remedies. If Grantor becomes a voluntary or involuntary bankrupt, Beneficiary's filing a proof of claim in bankruptcy will be tantamount to the appointment of a receiver under Texas law.

8. Interest on the debt secured by this deed of trust shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law; any interest in excess of that maximum amount shall be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess shall be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the debt.

9. When the context requires, singular nouns and pronouns include the plural.

10. The term "note" includes all sums secured by this deed of trust.

11. This deed of trust shall bind, inure to the benefit of, and be exercised by successors in interest of all parties.

12. If Grantor and Maker are not the same person, the term "Grantor" shall include Maker.

13. Grantor represents that this deed of trust and the note are given for the following purposes: The Note hereby secured is primarily secured by the Vendor's Lien retained in the Deed of even date herewith conveying the Property to Borrower, which Vendor's Lien has been assigned to Lender, this Deed of Trust being additional security therefor.

14. If all or any part of the Property is sold, transferred, or further encumbered without the prior written consent of the Beneficiary, then the Beneficiary may at Beneficiary's option declare the outstanding principal balance of the Note, plus accrued interest, to be immediately due and payable.


15. The Grantor, Grantor's heirs and assigns, shall have no personal or corporate liability to pay the indebtedness evidenced by the Note secured hereby or for the observance or performance of any of the covenants, conditions or agreements contained herein, or in the Note, or in any other security instruments or in any instruments evidenced by the Note, or executed in connection therewith, and in the event of default in the payment of such indebtedness, or in the failure to observe or perform any of such covenants, conditions or agreements, the

Beneficiary will look solely to the property described herein and will not levy execution of any money judgment, deficiency or otherwise, against any property of the Grantor, Grantor's heirs or assigns, other than the property described herein.

16. So long as this Deed of Trust or the Note it secures are not in default, Grantor, Grantor's heirs and assigns, from time to time, may secure partial releases of portions of the above described property on the following terms and conditions:

- a) Upon payment to Beneficiary of one hundred fifty percent (150%) of the remaining note balance per acre for each and every acre to be released or a proportionate part thereof for a fraction of an acre.
- b) Tracts to be released shall be in increments of not less than twenty (20) acres and shall begin at the northernmost boundary of the property and shall extend entirely through the property from east to west.
- c) Each tract released after the first tract shall be contiguous to a tract previously released.
- d) Grantor shall bear all costs of securing releases, including any survey costs.

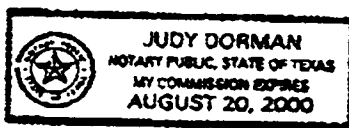
It is further agreed that no other releases shall be granted without the full agreement of Grantor and Beneficiary.

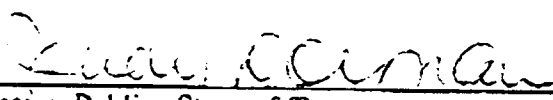

 JODY M. O'DONNELL

STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the 27th day of September, 1996 by
 JODY M. O'DONNELL.




 Notary Public, State of Texas

PREPARED IN THE LAW OFFICES OF:

McWILLIAMS & THOMPSON
 1500 Redbud Boulevard, Suite 400
 McKinney, Texas 75069-0844

EXHIBIT "A"

BEING a tract of land situated in the Hezekiah Culwell Survey, Abstract No. 186 and the John Culwell Survey, Abstract No. 208, Collin County, Texas and also all of the tract conveyed to Joe J. Godbey and wife, Jewel L. Godbey as recorded in County Clerks No. 95-0057584 of the County Clerks Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a concrete marker found for corner at the Southwest corner of said H. Culwell Survey;

THENCE North 0 deg. 31 min. 01 sec. East following the West line of said Culwell Survey and the County Road No. 132 a distance of 2095.60 feet to a 1/2 inch iron rod set for corner at the Northwest corner of said survey;

THENCE North 87 deg. 35 min. 45 sec. East following the North line of said survey and County Road No. 131 a distance of 1879.52 feet to a 1/2 inch iron set for corner;

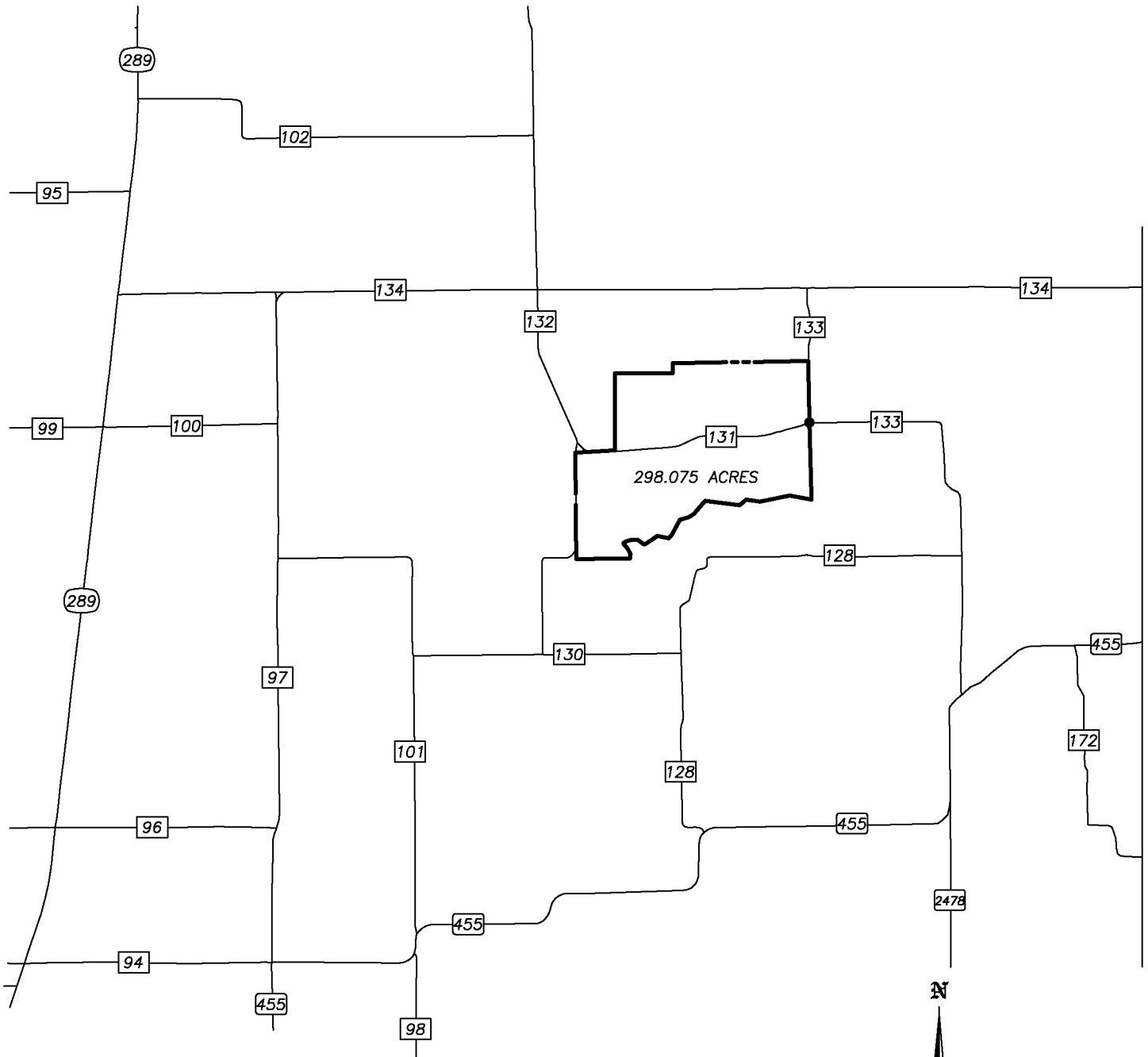
THENCE South 5 deg. 24 min. 15 sec. East a distance of 606.04 feet to a point in a creek;

THENCE following said creek the following calls:

North 74 deg. 30 min. 28 sec. East, 36.57 feet;
 South 26 deg. 04 min. 21 sec. East, 316.23 feet;
 South 46 deg. 25 min. 24 sec. East, 126.42 feet;
 North 86 deg. 27 min. 40 sec. East, 224.47 feet;
 North 47 deg. 06 min. 11 sec. East, 122.09 feet;
 South 07 deg. 01 min. 38 sec. East, 204.77 feet;
 South 41 deg. 45 min. 56 sec. West, 345.84 feet;
 South 58 deg. 28 min. 25 sec. West, 110.54 feet;
 South 75 deg. 50 min. 13 sec. West, 187.74 feet;
 South 29 deg. 19 min. 05 sec. West, 334.78 feet;
 South 43 deg. 41 min. 40 sec. West, 95.55 feet;
 North 77 deg. 33 min. 31 sec. West, 224.39 feet;
 South 56 deg. 02 min. 43 sec. West, 301.69 feet;
 North 66 deg. 58 min. 50 sec. West, 39.15 feet;
 North 45 deg. 14 min. 07 sec. West, 49.03 feet;
 North 54 deg. 00 min. 36 sec. West, 84.10 feet;
 North 89 deg. 21 min. 33 sec. West, 115.44 feet;
 South 75 deg. 49 min. 50 sec. West, 108.05 feet;
 South 59 deg. 07 min. 49 sec. West, 70.13 feet;
 South 06 deg. 03 min. 25 sec. East, 20.87 feet;
 South 45 deg. 53 min. 33 sec. East, 91.28 feet;
 South 26 deg. 23 min. 10 sec. East, 146.30 feet;
 South 05 deg. 51 min. 41 sec. West, 89.51 feet to a point in the South line of said survey;

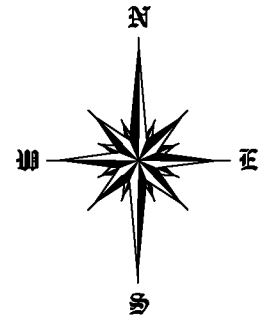
THENCE North 89 deg. 41 min. 13 sec. West following the South line of said survey passing at 153.14 feet a concrete marker and continuing in all a distance of 1053.34 feet to the POINT OF BEGINNING and containing 4,072,507 square feet or 93.492 acres of land.

LOCATION MAP
CELINA PARTNERS, LTD
298.075 ACRES
COLLIN COUNTY, TEXAS



SURDUKAN SURVEYING, INC.

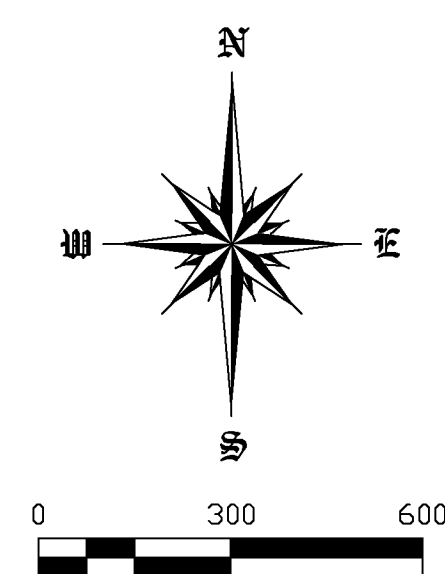
P.O. BOX 126
ANNA, TEXAS 75409
(972) 924-8200
TEXAS FIRM NO. 10069500



SCALE 1" = 3000'

DATE: AUGUST 11, 2021

JOB NO. 2018-138

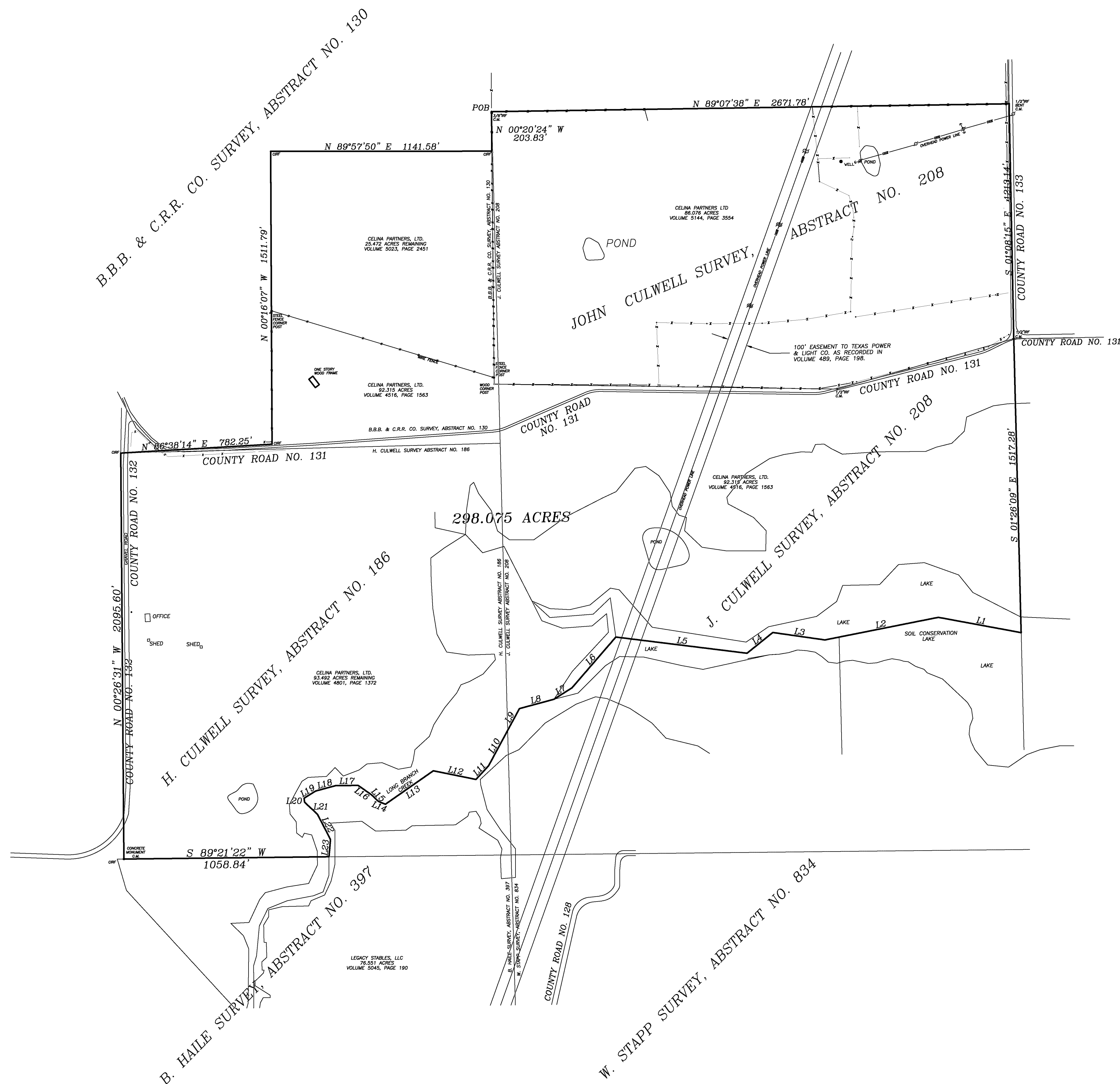


NORTH
SCALE 1" = 300'

LEGEND

- C.M. = CONTROLLING MONUMENT
- CIRS = CAPPED 1/2" IRON ROD SET STAMPED (4613)
- IRF = IRON ROD FOUND
- P = POWER POLE
- G = GUYWIRE
- S = SIGN
- E = ELECTRIC METER
- W = WELL
- WM = WATER METER
- AC = AC UNIT
- LP = LIGHT POLE
- TB = TELEPHONE BOX

LINE	BEARING	DISTANCE
L1	N 79°31'03" W	434.42'
L2	S 78°44'51" W	557.70'
L3	N 81°53'09" W	271.40'
L4	S 51°09'51" W	170.70'
L5	N 82°57'56" W	682.29'
L6	S 40°48'25" W	345.84'
L7	S 57°30'53" W	110.54'
L8	S 74°52'42" W	184.74'
L9	S 28°21'34" W	128.12'
L10	S 28°21'40" W	206.63'
L11	S 42°44'15" W	96.55'
L12	N 78°30'56" W	224.39'
L13	S 55°05'18" W	301.69'
L14	N 67°56'15" W	39.15'
L15	N 46°11'33" W	49.03'
L16	N 54°58'01" W	84.10'
L17	S 69°41'02" W	115.44'
L18	S 74°52'25" W	108.05'
L19	S 58°10'24" W	70.13'
L20	S 07°00'50" E	20.87'
L21	S 48°50'58" E	91.28'
L22	S 27°20'35" E	146.30'
L23	S 04°54'16" W	89.51'



DETAIL MAP
298.075 ACRES
B.B.B. & C.R.R. CO. SURVEY
ABSTRACT NO. 130
H. CULWELL SURVEY
ABSTRACT NO. 186
J. CULWELL SURVEY
ABSTRACT NO. 208
COLLIN COUNTY, TEXAS

SURDUKAN SURVEYING, INC.
P.O. BOX 126
ANNA, TEXAS 75409
(972) 924-8200
FIRM NO. 10069500

LEGAL DESCRIPTION

BEING a 298.075 Acres tract of land situated in the following Abstracts; the B.B.B. & C.R.R. Co. Survey Abstract No. 130, the H. Culwell Survey Abstract No. 186, the J. Culwell Survey Abstract No. 208, and the B. Haile Survey Abstract No. 397, all of which are in Collin County, Texas, and being part of a called 86.076 acre tract as conveyed to Celina Partners, LTD in Volume 5144, Page 3554 of the Official Public Records of Collin County, Texas, and being part of the tract described in deed to Celina Partners, LTD in Volume 5023, Page 2451 of the Official Public Records of Collin County, Texas, and being part of the called 92.315 acres tract as conveyed to Celina Partners, LTD in Volume 4516 Page 1563 of the Official Public Records of Collin County, Texas, and being part of a called 93.492 acre tract as conveyed to Celina Partners, LTD in Volume 4817, Page 2629 of the Official Public Records of Collin County, Texas, and also being part of the called 76.551 acre tract as conveyed to Legacy Equestrian Center, LLC in County Clerk No. 20191115001458430 of the Official Public Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING in County Road 128 at a Mag Nail set for the southeast corner of the called 76.551 acre tract, and said Mag Nail being the northeast corner of a called 2.000 acre tract as conveyed to Ojilvia and Paulino Porfirio in County Clerk No. 20040521000749560 of the Official Public Records of Collin County, Texas;

THENCE N 89°07'38" E a distance of 2671.78' to a 1/2" iron rod found for corner in County Road 133 and said iron rod being in the west line of a called 28.104 acre tract of land as conveyed to Cyndee V. and Billy J. Herrin in County Clerk No. 20150302000217660 of the Official Public Records of Collin County, Texas;

THENCE S 01°08'15" E with County Road 133 a distance of 1213.14' to a 1/2" iron rod found for the corner in the intersection of County Road 133 and County Road 131, and said iron rod being the southwest corner of a called 5.490 acre tract of land as conveyed to Martha and Raul Guerreo in County Clerk No. 20150630000793520 of the Official Public Records of Collin County, Texas and said iron rod also being the northwest corner of a called 81.260 acre tract of land as conveyed to the Ingalls Trust in County Clerk No. 20180209000167270 of the Official Public Records of Collin County, Texas;

THENCE S 01°26'09" E a distance of 1517.28' to a point for corner in a soil conservation lake;

THENCE N 79°31'03" W a distance of 434.42' to a point for corner in a soil conservation lake;

THENCE S 78°44'51" W a distance of 597.70' to a point for corner in a soil conservation lake;

THENCE N 81°53'09" W a distance of 271.40' to a point for corner in a soil conservation lake;

THENCE S 51°09'51" W a distance of 170.70' to a point for corner in a soil conservation lake;

THENCE N 82°57'56" W a distance of 682.32' to a point for corner in a soil conservation lake;

THENCE S 40°48'25" W a distance of 345.84' to a point for corner in a soil conservation lake;

THENCE S 57°30'53" W a distance of 110.54' to a point for corner in a soil conservation lake;

THENCE S 74°52'42" W a distance of 184.74' to a point for corner in the center line of Long Branch Creek;

THENCE S 28°21'34" W a distance of 128.12' to a point for corner in the center line of Long Branch Creek;

THENCE S 01°36'54" E a distance of 0.10' to a point for corner in the center line of Long Branch Creek;

THENCE S 28°21'40" W a distance of 206.63' to a point for corner in the center line of Long Branch Creek;

THENCE S 42°44'15" W a distance of 96.55' to a point for corner in the center line of Long Branch Creek;

THENCE N 78°30'56" W a distance of 224.39' to a point for corner in the center line of Long Branch Creek;

THENCE S 55°05'18" W a distance of 301.69' to a point for corner in the center line of Long Branch Creek;

THENCE N 67°56'15" W a distance of 39.15' to a point for corner in the center line of Long Branch Creek;

THENCE N 46°11'33" W a distance of 49.03' to a point for corner in the center line of Long Branch Creek;

THENCE N 54°58'01" W a distance of 84.10' to a point for corner in the center line of Long Branch Creek;

THENCE S 89°41'02" W a distance of 115.44' to a point for corner in the center line of Long Branch Creek;

THENCE S 74°52'25" W a distance of 108.05' to a point for corner in the center line of Long Branch Creek;

THENCE S 58°10'24" W a distance of 70.13' to a point for corner in the center line of Long Branch Creek;

THENCE S 07°00'50" E a distance of 20.87' to a point for corner in the center line of Long Branch Creek;

THENCE S 46°50'58" E a distance of 91.28' to a point for corner in the center line of Long Branch Creek;

THENCE S 27°20'35" E a distance of 146.30' to a point for corner in the center line of Long Branch Creek;

THENCE S 04°54'16" W a distance of 89.51' to a point for corner in the center line of Long Branch Creek;

THENCE S 89°21'22" W a distance of 1058.84' to a point for corner;

THENCE N 00°26'31" W with the east line of the said 244.344 acre tract a distance of 2095.60' to a capped 1/2" iron rod stamped "4613" found for the northwest corner of the called 93.462 acre tract;

THENCE N 86°38'14" E a distance of 782.25' to a capped 1/2" iron rod stamped "4613" found for the southeast corner of a called 15.163 acre tract of land as conveyed to Lula Afton Yates, Marlyn Donette Reardon, and Michael Darrell Reardon in County Clerk No. 20181011001271060 of the Official Public Records of Collin County, Texas;

THENCE N 00°16'07" W a distance of 1511.79' to a capped 1/2" iron rod stamped "4613" set for corner in the south line of a called 18.886 acre tract as conveyed to the City of Celina in County Clerk No. 20191114001447680 of the Official Public Records of Collin County, Texas;

THENCE N 89°57'50" E a distance of 1141.58' to a capped 1/2" iron rod stamped "4613" set for the southeast corner of a called 9.813 acre tract;

THENCE N 00°20'24" W a distance of 203.83' to the POINT OF BEGINNING and containing 12,984,133 Square Feet or 298.075 Acres of land.

LEGAL DESCRIPTION

BEING a 298.075 Acres tract of land situated in the following Abstracts; the B.B.B. & C.R.R. Co. Survey Abstract No. 130, the H. Culwell Survey Abstract No. 186, the J. Culwell Survey Abstract No. 208, and the B. Haile Survey Abstract No. 397, all of which are in Collin County, Texas, and being part of a called 86.076 acre tract as conveyed to Celina Partners, LTD in Volume 5144, Page 3554 of the Official Public Records of Collin County, Texas, and being part of the tract described in deed to Celina Partners, LTD in Volume 5023, Page 2451 of the Official Public Records of Collin County, Texas, and being part of the called 92.315 acres tract as conveyed to Celina Partners, LTD in Volume 4816 Page 1563 of the Official Public Records of Collin County, Texas, and being part of a called 93.492 acre tract as conveyed to Celina Partners, LTD in Volume 4817, Page 2629 of the Official Public Records of Collin County, Texas, and also being part of the called 76.551 acre tract as conveyed to Legacy Equestrian Center, LLC in County Clerk No. 20191115001458430 of the Official Public Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING in County Road 128 at a Mag Nail set for the southeast corner of the called 76.551 acre tract, and said Mag Nail being the northeast corner of a called 2,000 acre tract as conveyed to Ojilvia and Paulino Portirio in County Clerk No. 20040521000749560 of the Official Public Records of Collin County, Texas;

THENCE N 89°07'38" E a distance of 2671.78' to a 1/2" iron rod found for corner in County Road 133 and said iron rod being in the west line of a called 28.104 acre tract of land as conveyed to Cyndee V. and Billy J. Herrin in County Clerk No. 20150302000217660 of the Official Public Records of Collin County, Texas;

THENCE S 01°08'15" E with County Road 133 a distance of 1213.14' to a 1/2" iron rod found for the corner in the intersection of County Road 133 and County Road 131, and said iron rod being the southwest corner of a called 5.490 acre tract of land as conveyed to Martha and Raul Guerra in County Clerk No. 20150630000793520 of the Official Public Records of Collin County, Texas and said iron rod also being the northwest corner of a called 81.260 acre tract of land as conveyed to the Ingalls Trust in County Clerk No. 20180209000167270 of the Official Public Records of Collin County, Texas;

THENCE S 01°26'09" E a distance of 1517.28' to a point for corner in a soil conservation lake;

THENCE N 79°31'03" W a distance of 434.42' to a point for corner in a soil conservation lake;

THENCE S 78°44'51" W a distance of 597.70' to a point for corner in a soil conservation lake;

THENCE N 81°53'09" W a distance of 271.40' to a point for corner in a soil conservation lake;

THENCE S 51°09'51" W a distance of 170.70' to a point for corner in a soil conservation lake;

THENCE N 82°57'56" W a distance of 682.32' to a point for corner in a soil conservation lake;

THENCE S 40°48'25" W a distance of 345.84' to a point for corner in a soil conservation lake;

THENCE S 57°30'53" W a distance of 110.54' to a point for corner in a soil conservation lake;

THENCE S 74°52'42" W a distance of 184.74' to a point for corner in the center line of Long Branch Creek;

THENCE S 28°21'34" W a distance of 128.12' to a point for corner in the center line of Long Branch Creek;

THENCE S 01°36'54" E a distance of 0.10' to a point for corner in the center line of Long Branch Creek;

THENCE S 28°21'40" W a distance of 206.63' to a point for corner in the center line of Long Branch Creek;

THENCE S 42°44'15" W a distance of 96.55' to a point for corner in the center line of Long Branch Creek;

THENCE N 78°30'56" W a distance of 224.39' to a point for corner in the center line of Long Branch Creek;

THENCE S 55°05'18" W a distance of 301.69' to a point for corner in the center line of Long Branch Creek;

THENCE N 67°56'15" W a distance of 39.15' to a point for corner in the center line of Long Branch Creek;

THENCE N 46°11'33" W a distance of 49.03' to a point for corner in the center line of Long Branch Creek;

THENCE N 54°58'01" W a distance of 84.10' to a point for corner in the center line of Long Branch Creek;

THENCE S 89°41'02" W a distance of 115.44' to a point for corner in the center line of Long Branch Creek;

THENCE S 74°52'25" W a distance of 108.05' to a point for corner in the center line of Long Branch Creek;

THENCE S 58°10'24" W a distance of 70.13' to a point for corner in the center line of Long Branch Creek;

THENCE S 07°00'50" E a distance of 20.87' to a point for corner in the center line of Long Branch Creek;

THENCE S 46°50'58" E a distance of 91.28' to a point for corner in the center line of Long Branch Creek;

THENCE S 27°20'35" E a distance of 146.30' to a point for corner in the center line of Long Branch Creek;

THENCE S 04°54'16" W a distance of 89.51' to a point for corner in the center line of Long Branch Creek;

THENCE S 89°21'22" W a distance of 1058.84' to a point for corner;

THENCE N 00°26'31" W with the east line of the said 244.344 acre tract a distance of 2095.60' to a capped 1/2" iron rod stamped "4613" found for the northwest corner of the called 93.462 acre tract;

THENCE N 86°38'14" E a distance of 782.25' to a capped 1/2" iron rod stamped "4613" found for the southeast corner of a called 15.163 acre tract of land as conveyed to Lilo Afion Yates, Marilyn Donette Reardon, and Michael Darrell Reardon in County Clerk No. 20181011001271060 of the Official Public Records of Collin County, Texas;

THENCE N 00°16'07" W a distance of 1511.79' to a capped 1/2" iron rod stamped "4613" set for corner in the south line of a called 18.886 acre tract as conveyed to the City of Celina in County Clerk No. 20191114001447680 of the Official Public Records of Collin County, Texas;

THENCE N 89°57'50" E a distance of 1141.58' to a capped 1/2" iron rod stamped "4613" set for the southeast corner of a called 9.813 acre tract;

THENCE N 00°20'24" W a distance of 203.83' to the POINT OF BEGINNING and containing 12,984,133 Square Feet or 298.075 Acres of land.

SURVEYOR'S CERTIFICATE

The survey shown hereon is a true representation of the property as determined by a survey made on the ground and under my personal supervision. All visible improvements are as shown. There are no visible encroachments, conflicts, or protrusions, except as shown. This survey conforms to the Texas Board of Professional Land Surveyors' Minimum Standards of Practice, as adopted by the Board effective September 1, 2017. The property is subject to all easements of record.

David J. Surdukan R.P.L.S. No. 4613



B.B.B. & C.R.R. CO. SURVEY, ABSTRACT NO. 130

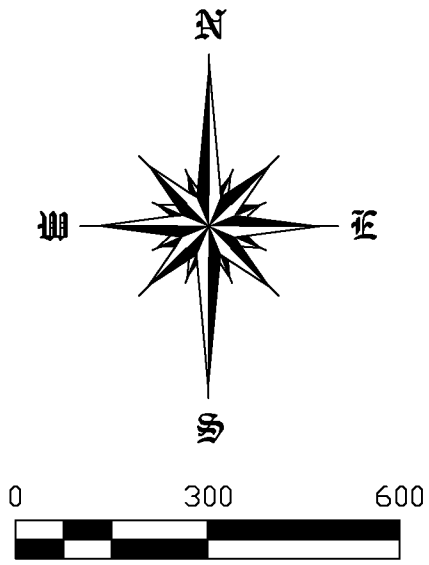
H. CULWELL SURVEY, ABSTRACT NO. 186

B. HAILE SURVEY, ABSTRACT NO. 397

W. STAPP SURVEY, ABSTRACT NO. 834

JOHN CULWELL SURVEY,

J. CULWELL SURVEY, ABSTRACT NO. 208



NORTH
SCALE 1" = 300'

LEGEND

- C.M. = CONTROLLING MONUMENT
- CIRS = CAPPED 1/2" IRON ROD SET STAMPED (4613)
- IRF = IRON ROD FOUND
- = POWER POLE
- = GUYWIRE
- = SIGN
- = ELECTRIC METER
- = WELL
- = WATER METER
- = AC UNIT
- = LIGHT POLE
- = TELEPHONE BOX

LINE	BEARING	DISTANCE
L1	N 79°31'03" W	434.42'
L2	S 78°44'51" W	597.70'
L3	N 81°53'09" W	271.40'
L4	S 51°09'51" W	170.70'
L5	N 82°57'56" W	682.29'
L6	S 40°48'25" W	345.84'
L7	S 57°30'53" W	110.54'
L8	S 74°52'42" W	184.74'
L9	S 28°21'34" W	128.12'
L10	S 28°21'40" W	206.63'
L11	S 42°44'15" W	96.55'
L12	N 78°30'56" W	224.39'
L13	S 55°05'18" W	301.69'
L14	N 67°56'15" W	39.15'
L15	N 46°11'33" W	49.03'
L16	N 54°58'01" W	84.10'
L17	S 89°41'02" W	115.44'
L18	S 74°52'25" W	108.05'
L19	S 58°10'24" W	70.13'
L20	S 07°00'50" E	20.87'
L21	S 46°50'58" E	91.28'
L22	S 27°20'35" E	146.30'
L23	S 04°54'16" W	89.51'

BOUNDARY SURVEY
298.075 ACRES
B.B.B. & C.R.R. CO. SURVEY
ABSTRACT NO. 130
H. CULWELL SURVEY
ABSTRACT NO. 186
J. CULWELL SURVEY
ABSTRACT NO. 208
COLLIN COUNTY, TEXAS

SURDUKAN SURVEYING, INC.
P.O. BOX 126
ANNA, TEXAS 75409
(972) 924-8200
FIRM NO. 10069500

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