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PUC DOCKET NO. _____

PETITION BY LEGACY EQUESTRIAN CENTER LLC FOR EXPEDITED RELEASE FROM WATER CCN NO 10150 HELD BY MARILEE SPECIAL UTILITY DISTRICT IN COLLIN COUNTY	§ § § § §	BEFORE THE PUBLIC UTILITY COMMISSION OF TEXAS
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**PETITION BY LEGACY EQUESTRIAN CENTER LLC FOR EXPEDITED RELEASE
PURSUANT TO TEXAS WATER CODE SECTION 13.2541**

TO THE PUBLIC UTILITY COMMISSION OF TEXAS:

COMES NOW, Legacy Equestrian Center LLC, a Texas limited liability company (“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 76.866 acres of contiguous property in Collin County (the “Overall Property”). All of the Overall Property is within the boundaries of Water CCN No. 10150, held by Marilee SUD. Approximately 67.696 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. A deed showing ownership of the Overall Property, which includes the Requested Area, is attached hereto as Exhibit “C.” A general located 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, which includes additional acreage than that shown in the deed as a result of creek calls that do not match up in the deed. 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

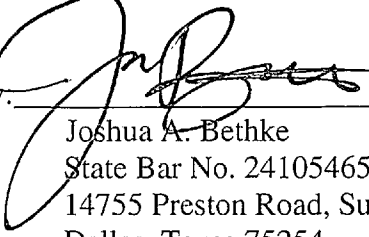
Texas Water Code Section 13.2541 entitles Petitioner to expedited release of the Requested Area described herein. The Requested Area is greater than 25 acres, is not receiving water or sewer service, and is entirely within Collin County. Under Section 13.2541, the PUC

⁴ Tex. Water Code Ann. § 13.2541(c).

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
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Dallas, Texas 75254
Telephone: (972) 982-8454
Facsimile: (972) 702-0662
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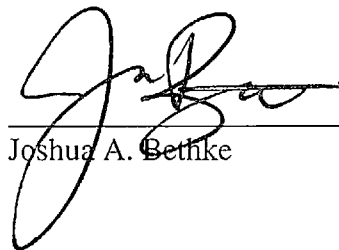
ATTORNEYS FOR PETITIONERS

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 LEGACY EQUESTRIAN §
CENTER LLC FOR EXPEDITED RELEASE § **BEFORE THE**
FROM WATER CCN NO 10150 HELD BY § **PUBLIC UTILITY COMMISSION**
MARILEE SPECIAL UTILITY DISTRICT IN § **OF TEXAS**
COLLIN COUNTY §

AFFIDAVIT IN SUPPORT OF PETITION BY LEGACY
EQUESTRIAN CENTER LLC 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:

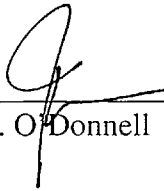
1. "My name is Jody M. O'Donnell. I am over the age of eighteen years, of sound mind, and am capable of making this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct.

2. I am the President of Legacy Equestrian Center LLC, a Texas limited liability company, the Petitioner in the above-captioned matter. The Petitioner owns approximately 76.866 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 67.696 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 Property, as evidenced by the deed attached as Exhibit "C." 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, which includes additional acreage than that shown in the deed as a result of creek calls that do not match up in the deed. 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.

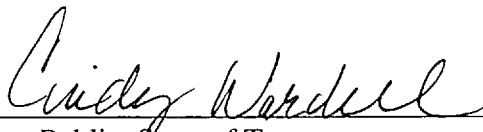
4. I request that the Public Utility Commission of Texas release this Property from Water CCN No. 10150."

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

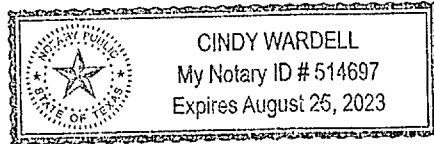


EXHIBIT "B-1"
REQUESTED AREA
GENERAL LOCATION MAP

EXHIBIT "B-2"
REQUESTED AREA
DETAILED MAP

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

EXHIBIT "C"

DEED

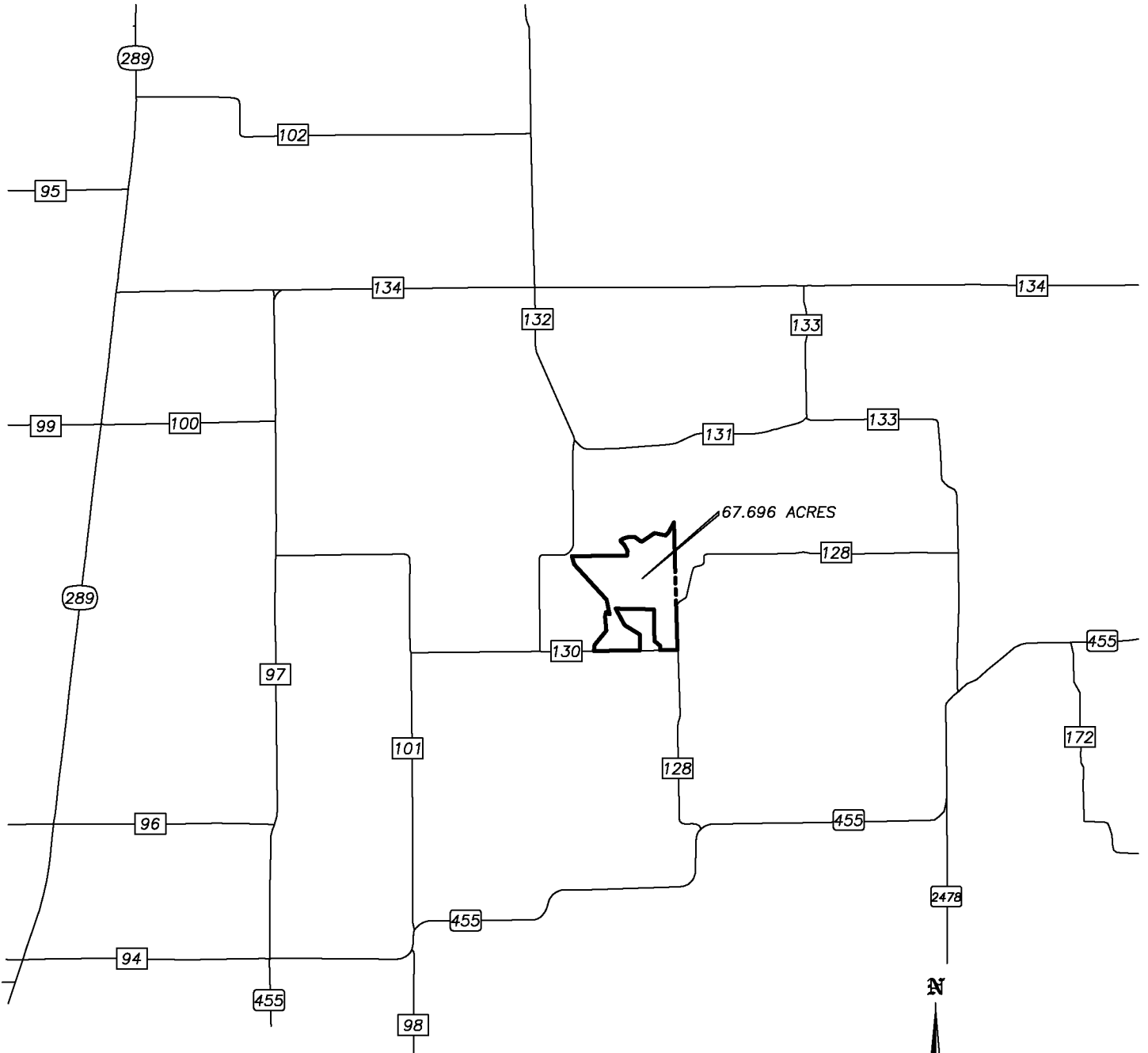
EXHIBIT "D-1"
OVERALL PROPERTY
GENERAL LOCATION MAP

EXHIBIT "D-2"
OVERALL PROPERTY
DETAILED MAP

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

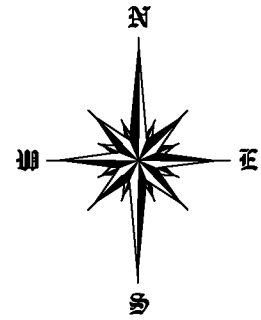
EXHIBIT "E"
SURVEY

LOCATION MAP
LEGACY STABLES, LLC
67.696 ACRES
COLLIN COUNTY, TEXAS



SURDUKAN SURVEYING, INC.

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

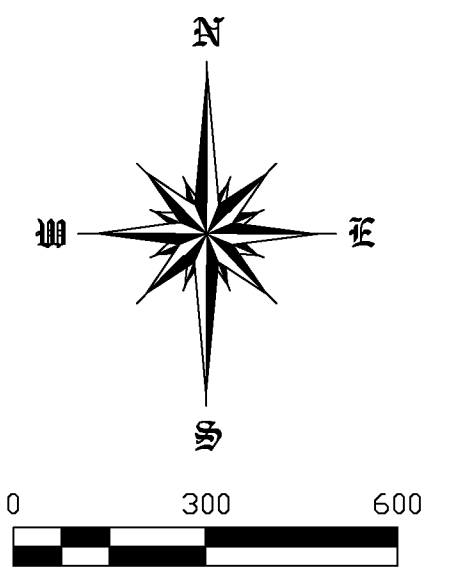
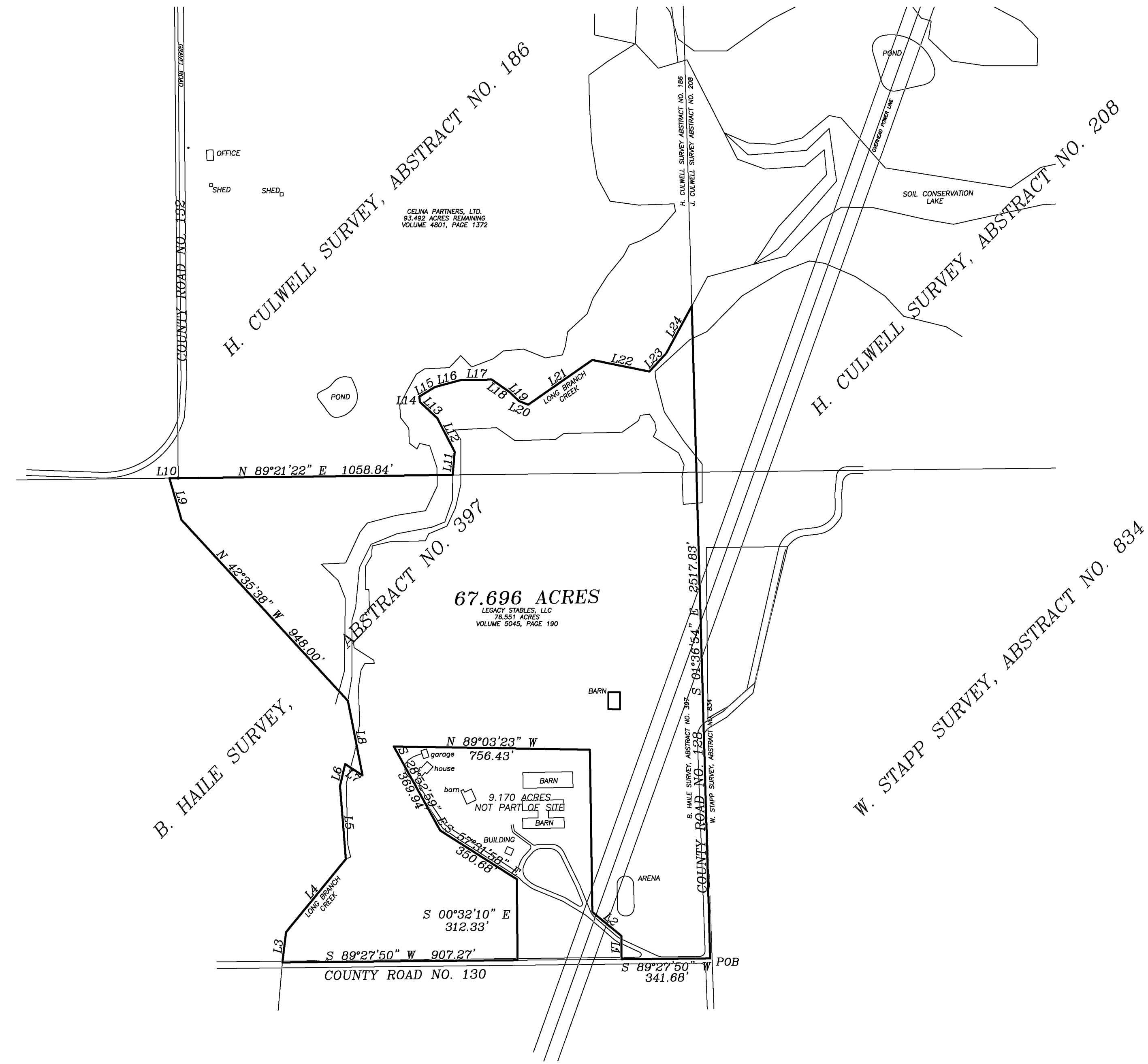


SCALE 1" = 3000'

DATE: AUGUST 5, 2021

JOB NO. 2018-138

LINE	BEARING	DISTANCE
L1	N 02°32'10" W	80.00'
L2	N 50°33'30" W	145.00'
L3	N 06°51'17" E	117.38'
L4	N 37°16'40" E	1364.43'
L5	N 04°35'03" W	292.14'
L6	N 12°57'07" E	87.53'
L7	S 56°55'38" E	80.32'
L8	N 11°05'38" W	293.00'
L9	N 16°19'21" W	168.12'
L10	N 89°21'16" E	34.25'
L11	N 04°54'16" E	89.51'
L12	N 22°20'35" W	146.30'
L13	N 46°50'58" W	91.28'
L14	N 07°00'50" W	20.87'
L15	N 58°10'24" E	170.13'
L16	N 74°52'25" E	108.05'
L17	N 89°41'02" E	115.44'
L18	S 54°58'01" E	84.10'
L19	S 45°11'33" E	49.03'
L20	S 67°56'15" E	39.15'
L21	N 55°05'18" E	301.69'
L22	S 76°30'56" E	224.39'
L23	N 42°44'15" E	96.55'
L24	N 28°21'40" E	206.63'



NORTH
SCALE 1" = 300'

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

DETAIL MAP
67.696 ACRES
H. CULWELL SURVEY
ABSTRACT NO. 186
B. HAILE SURVEY
ABSTRACT NO. 397
COLLIN COUNTY, TEXAS

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

LEGAL DESCRIPTION

BEING a 67.696 Acres tract of land situated in the following Abstracts; the H. Culwell Survey Abstract No. 186, and the B. Haile Survey Abstract No. 397, all of which are in Collin County, Texas, and 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 S 89°27'50" W with County Road 128 a distance of 341.68' to a Mag Nail set for corner;

THENCE N 00°32'10" W across the called 76.551 acre tract a distance of 90.00' to a capped 1/2" iron rod stamped "4613" set for corner;

THENCE N 50°33'30" W a distance of 145.00' to a capped 1/2" iron rod stamped "4613" set for corner;

THENCE N 00°51'44" W a distance of 626.24' to a capped 1/2" iron rod stamped "4613" set for corner;

THENCE N 89°03'23" W a distance of 756.43' to a capped 1/2" iron rod stamped "4613" set for corner;

THENCE S 28°52'59" E a distance of 369.94' to a capped 1/2" iron rod stamped "4613" set for corner;

THENCE S 57°31'58" E a distance of 350.68' to a capped 1/2" iron rod stamped "4613" set for corner;

THENCE S 00°32'10" E a distance of 312.33' to a capped 1/2" iron rod stamped "4613" set for corner;

THENCE S 89°27'50" W a distance of 907.27' to a Mag Nail set in County Road 128;

THENCE N 06°51'11" E with County Road 128 a distance of 117.38' to a Mag Nail set for corner;

THENCE N 39°16'40" E a distance of 364.43' to a point for corner in the center of Long Branch Creek;

THENCE N 04°35'03" W a distance of 282.14' to a point for corner in the center of Long Branch Creek;

THENCE N 12°57'07" E a distance of 87.53' to a point for corner in the center of Long Branch Creek;

THENCE S 56°55'38" E a distance of 80.32' to a point for corner in the center of Long Branch Creek;

THENCE N 11°05'38" W a distance of 293.00' to a point for corner in the center of Long Branch Creek;

THENCE N 42°35'38" W departing from the center of Long Branch Creek a distance of 948.00' to a capped 1/2" iron rod stamped "4613" set for corner in the east line of a called 23.874 acre tract as conveyed to Mark and Carol Martin in Volume 3595, Page 493 of the Official Public Records of Collin County, Texas;

THENCE N 16°19'21" W with the east line of the said 23.874 acre tract a distance of 168.12' to a capped 1/2" iron rod stamped "4613" set for corner in the south line of a called 244.344 acre tract as conveyed to The O'Donnell Sterling Deason Trust in County Clerk No. 20190213000153000 of the Official Public Records of Collin County, Texas;

THENCE N 89°21'16" E a distance of 34.25' to a capped 1/2" iron rod stamped "4613" set for the southeast corner of the said 244.344 acre tract;

THENCE N 89°21'22" E a distance of 1058.86' to a point for corner in the center of Long Branch Creek;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THENCE S 01°36'54" E departing the center of Long Branch Creek a distance of 2517.83' to the POINT OF BEGINNING and containing 2,948,850 Square Feet or 67.696 Acres of land.

05250 04797
2009-2132416

DEED OF TRUST

Loan No. : 472604
Name : LEGACY STABLES LLC.
Assn. : HERITAGE LAND BANK, FLCA
Branch : GREENVILLE

Page 1

Borrower's Initials _____

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

THAT, the undersigned whether named herein or not, in or of the Counties according to their acknowledgments respectively, hereinafter called "Mortgagors", (whether one or more) including:

LEGACY STABLES LLC., a Texas limited liability company, acting herein by and through its duly authorized officer(s), Jody O'Donnell aka Jody M. O'Donnell, Manager

execute this instrument, for and in consideration of the sum of Ten Dollars in hand paid by: TED F. CONOVER, Trustee, of TYLER, SMITH County, TEXAS, whose address is P. O. BOX 8025, TYLER, TEXAS, 75711-8025, the receipt whereof is hereby acknowledged, and the further consideration, uses, purposes and trust herein set forth and declared, have granted, sold and conveyed, and by these presents do grant, sell and convey unto the said Trustee herein named, and to his successors and substitutes in the trust hereby created, all of the following described real estate situated in:

COLLIN County(ies), Texas, containing 76.7430 acres, more or less, and consisting of the following surveys and parts of survey, to wit:

SEE ATTACHED EXHIBIT "A"

It is expressly understood and agreed that, as a part of the consideration for the loan made to the undersigned and secured by the premises hereinabove described, this instrument covers and includes all surface, subsurface and/or mineral estate ownership now or after acquired by the undersigned in the above property and whether or not expressly excepted from the description to the above security premises, any provisions herein to the contrary being of no force and effect.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in any-wise belonging, unto the said Trustee herein named, his successors and substitutes in this trust, forever. And we, the mortgagors, do hereby bind ourselves, our heirs, executors and administrators to warrant and forever defend all and singular the said premises unto the said Trustee herein named, his successors and substitutes in this trust, and to his and their assigns forever, against the claim, or claims, of all persons claiming or to claim the same or any part thereof.

This conveyance is made in trust to secure and enforce the payment of one certain promissory note executed by the mortgagors, payable to the order of the HERITAGE LAND BANK, FLCA (hereinafter called "Lender"), at its office in TYLER, SMITH County, TEXAS, for the principal sum of THREE HUNDRED FOUR THOUSAND FOUR HUNDRED DOLLARS, with interest at the rate therein provided, said principal and interest being payable in installments on an amortization plan or otherwise, as therein provided, the last installment in an amount equal to the balance of principal and interest then remaining owing on said indebtedness, being due and payable on the first day of October, 2017; and providing for an option to accelerate the maturity thereof upon failure to pay an installment when due; and to secure the full and complete performance of the covenants and agreements herein contained and in any Loan Agreement or any other agreement executed in connection with said note, and the payment of an attorney or collection fee and interest on matured items, according to the tenor, reading and effect of said note.

And mortgagors hereby warrant that the indebtedness renewed is a valid lien on said land and hereby request said Lender to advance the money and to pay the same to the present owner or owners of said indebtedness renewed and extended by said note, and mortgagors hereby agree that the Lender and its assigns are hereby subrogated to all the rights, liens, remedies, equities, superior title and benefits held, owned, possessed and enjoyed at any time by any owner or holder thereof.

If mortgagors shall make, when due, all payments provided for in said note, and keep and perform all the covenants and agreements herein set out, then this conveyance shall become null and void; otherwise it shall remain in full force and effect.

Mortgagors for themselves, their heirs, successors and assigns, represent, covenant and agree as follows:

- (1) To apply the proceeds of this loan to purposes for which they were obtained. That all statements and representations made in the application for this loan are true and correct.
- (2) To insure and keep insured all buildings now and hereafter located on said land against loss or damage by fire, flood and storm in company or companies, form and amounts satisfactory to the mortgagee, such insurance to be payable to the Lender as its interest may appear; the policies to be delivered to and held by the Lender, and any insurance proceeds received by the Lender, if not used for the reconstruction of buildings on the premises, may be applied on the indebtedness secured hereby, whether due or not. All insurance on buildings on said premises now in force, or hereafter obtained, whether or not required by the Lender, shall be and

DEED OF TRUST

Loan No. : 472604
 Name : LEGACY STABLES LLC.
 Assn. : HERITAGE LAND BANK, FLCA
 Branch : GREENVILLE

Page 2

Borrower's Initials

become payable to the Lender and be subject to the terms and conditions hereof.

(3) To pay when due, all taxes, liens, judgments, charges and assessments that may be assessed against the premises hereinbefore described, and the Lender, in the event we fail to do so, may obtain such insurance, pay when due any taxes, liens, judgments or assessments against said premises, whether delinquent or not, and be subrogated to the lien securing the sums paid. The Lender may prosecute, or defend, any court proceedings involving the debt, lien, or title to the premises hereinbefore described, or any part thereof; and may incur expenses of said court proceedings; and may obtain and pay for abstracts of title to said premises. Mortgagors agree to pay said Lender immediately, any sums advanced by it for any of the aforesaid purposes, with interest as provided by said note on matured items, and that such sums shall be secured hereby.

(4) That in the event they are required to purchase or do purchase life insurance (group, credit or other) or private mortgage insurance in connection with this loan but subsequently fail to pay the premium to keep same in force, the Lender, at its option, may pay such premium on mortgagors' behalf, charge such payment to the loan, and such advance of premium shall be secured by this mortgage and bear interest the same as other advances provided for in this mortgage.

(5) That premises hereinbefore described shall be continuously used for agriculture in a husbandlike manner; that waste will not be committed or permitted and adequate terraces and drainage ditches be constructed and maintained; that all improvements now on said premises, or hereafter put thereon, be kept in good condition and repair, and not be removed or demolished; that merchantable timber, stone, gravel, minerals, water, caliche, geothermal energy, clay, or improvements not be removed from said security without the written consent of the Lender, and that any restrictions affecting said security not be violated.

(6) To not sell, assign, or convey any part or all of the mortgaged premises (regardless of whether the buyer or assignee "assumes" the note or takes the mortgage premises "subject to" such note, or whether by contract for deed or sale) without first obtaining the Lender's prior written consent as long as the above note remains unpaid. If mortgagor or one or more of the mortgagors is a corporation, not to change the substantial ownership and/or control of said corporation.

(7) To not commit an Act of Bankruptcy, or authorize the filing of voluntary petition in bankruptcy, or allow the above described property to be taken over by a Receiver as long as the above note remains unpaid.

(8) To pay when due all additional ad valorem taxes attributed to the above described mortgaged premises caused by the change of ownership (if any) or the change of use (if any) from open-space or agriculture use as defined in the State of Texas Constitution, V.A.T.S. Art. 7174A et seq and/or the Property Tax Code of the State of Texas; and not to change the use of said mortgaged premises as therein defined by the aforementioned Constitutional provisions or statutes.

(9) To furnish to the Lender upon request a financial statement and income statement attested to by Mortgagors or verified by a public accountant.

Mortgagors hereby transfer and assign unto the Lender to be applied on the debt secured hereby: (a) all eminent domain or condemnation award monies which may hereafter be awarded or paid for damages done to the security, or for any portion of the premises which may be appropriated for any character of public or quasi-public use; (b) all the bonuses, rentals, royalties, damages, and delay monies that may be due or that may hereafter become due and payable to the mortgagors or their assigns under any oil, gas, mining or mineral lease or leases of any kind now existing, or which may hereafter come into existence (including agricultural contracts of every kind) covering the above described land or any part thereof. Mortgagors authorize and direct payment of such money to said Lender until the debt secured hereby is paid. Such money may, at the option of the Lender, be applied on the debt whether due or not. The Lender shall not be obligated, in any manner, to collect said monies or any part thereof, and shall be responsible only for amounts received by the Lender. Nothing herein contained shall be construed as a waiver of or to prejudice the priority of this lien or the options hereunder in favor of said Lender.

The Lender may, at any time, without notice, release all or any part of the premises described herein, grant extensions and deferrals of the time of payment of the indebtedness secured hereby, or any part thereof, agree to and grant renewals and reamortizations of said indebtedness, or any part thereof, or release from liability any one or more parties who are or may become liable for the payment of said indebtedness or any part thereof without affecting the priority of the deed of trust or the personal liability of the borrower or any party liable or who may become liable for the payment of the indebtedness hereby secured; and all such extensions, deferrals, renewals, and reamortizations shall be secured by the lien hereof. It is stipulated and agreed that all agreements, stipulations and covenants contained in this deed of trust shall be binding upon the mortgagors, their assigns, heirs, executors, administrators and successors.

For the purpose of accumulating funds for payment of taxes, insurance, and other charges, but in no way relieving mortgagors of the covenants expressed in paragraphs (2), (3), and (8) above, mortgagors further agree that at the request of the holder of the note secured by this deed of trust and at the sole option and discretion of such note holder, together with and in addition to the payments of principal and interest payable under the terms of the note secured hereby, they will pay the holder of the note, until the note herein is fully paid, a sum of money which, multiplied by the total number of payments to be made in the next succeeding twelve-month period, will equal the total sum of money that will next become due for one year's premiums on insurance policies, plus all taxes and assessments next due for a one-year period on the property hereby conveyed (all as estimated by the holder of the note). Mortgagors covenant and agree that any default in the making of said deposits as herein provided shall, at the option of Lender, mature at once the entire amount remaining unpaid on the note hereby secured. The Lender or other holder of the note shall hold such payments in trust, without obligation to pay interest thereon, and without bond, to pay such insurance premiums, taxes and assessments when due, having the right to require additional payments to make up any deficiency and having the option to refund or apply on future payments any excess. Any balance on hand in such fund at the time of any sale, voluntary, judicial or made under the terms of this deed of trust, of the property herein described, shall without assignment thereof, inure to the benefit of the purchaser at such sale and shall be applied under and subject to the provisions hereof.

If any payment on the above described note is not made as the same becomes due and payable; or if the premises herein conveyed become embraced within the boundaries of any irrigation, levee, drainage or other improvement district (except school or road district), and such district shall have power to issue bonds or other evidence of indebtedness requiring the levy and collection of taxes and payment thereof; or if there is a violation of any of the covenants, agreements, provisions or warranties of this mortgage, or any agreement executed in connection with the loan, the whole of the unmatured principal of the note together with accrued interest, shall at the option of the Lender, or the legal or equitable owner or holder thereof, become immediately due and payable, and at the request of said Lender, or said owner or holder, said trustee, or his successors or substitutes, is hereby authorized and empowered to sell the premises hereby conveyed at public auction to the highest bidder for cash at the door of the courthouse of the county in which such real estate, or a portion thereof, is situated, between the hours of ten o'clock in the forenoon and four o'clock in the afternoon on the first Tuesday of any month. Notice of such proposed sale shall be given in accordance with the provisions of Section 51.002, Texas Property Code, as amended, by posting written notice thereof at least 21 days preceding the date of the sale at the courthouse door of the county in which the sale is to be made, and if the real estate is in more than one county, one notice shall be posted at the courthouse door of each county in which the real estate is situated. If the real estate is in more than one county, the sale may be held in any county in which the real estate is situated, and such notice shall designate the county where the real estate will be sold. In addition, the holder of the debt to which the power of sale is related shall, at least 21 days preceding the date of sale, serve written notice of the proposed sale by certified mail on each debtor obligated to pay such debt according to the records of such holder. And mortgagors hereby authorize and empower the trustee, and each and all of his successors and substitutes in this trust, to sell said property, together or in lots and parcels as such trustee shall deem expedient, under the same notice of sale, and to execute and deliver to the purchaser or purchasers of said property, good and sufficient deeds of conveyance thereof by fee simple title, with covenants of general warranty. It is also agreed that the trustee or successor trustee may at the request of the Lender conduct successive foreclosure sales of parts or of land and no sale of any parcel shall exhaust, impair, or waive the power of sale as to other parts or parcels to satisfy any balance of the debt remaining unpaid.

It is understood and agreed that if default be made in the payment of any of the installments of the note secured hereby, said Lender or the owner or holder of the note, or the owner or holder of any installment or installments shall have and is hereby given

DEED OF TRUST

Loan No. : 472604
 Name : LEGACY STABLES LLC.
 Assn. : HERITAGE LAND BANK, FLCA
 Branch : GREENVILLE

Page 3

Borrower's Initials _____

the right to request the trustee or successor or substitute trustee to sell the premises herein conveyed in satisfaction of such defaulted installment(s) without the whole debt being declared due; and said trustee or his successor or substitute is hereby authorized and empowered to sell the property hereby conveyed in satisfaction of such installment(s), pursuing the same procedure provided herein for trustee's sale and when the whole of the unmatured principal is declared due. It is specifically agreed and understood (a) that all sales under installment foreclosures as herein provided for shall pass title to the purchaser at such sale free and clear of any and all other installments previously assigned; (b) that the title of the purchaser at such sale shall in all respects be subject and inferior to the unpaid and unassigned balance of the debt; (c) that no sale in satisfaction of a defaulted installment shall exhaust the right of sale under any subsequently maturing installment(s) nor any other power of sale elsewhere conferred in this instrument; (d) that in the event the land herein conveyed shall be sold because of failure to pay one or more of the installments, without the whole debt being declared due, the stock or participation certificates owned by the mortgagors incident to this loan shall automatically pass to the purchaser of said land.

The trustee shall apply the proceeds of any sale hereunder as follows: he shall pay (1) the reasonable expense of making the sale, including fee to the trustee of 5% of the amount received in cash; (2) as far as may be possible, the debt in satisfaction of which sale is made, discharging first any portion of said debt not evidenced by note; (3) the attorney's or collection fees provided for in the note; and (4) the residue, if any, to mortgagors or their heirs, executors, administrators, successors or assigns.

If the trustee shall resign and he is hereby authorized to resign, or shall die, retire, or shall remove from the State of Texas or shall be disqualified from acting in the execution of this trust, or shall fail or refuse to execute the same when requested by said Lender or the owner or holder of the note so to do, said Lender, or the owner or holder of the note, shall have full power to appoint a successor trustee or substitute trustee, or several successor or substitute trustees in succession who shall succeed to all the estate, rights, powers, and duties of the trustee herein named. The Lender or owner or holder of the note may at any time it desires appoint another trustee in the place and stead of the trustee herein named, or any succeeding or substitute trustee. And mortgagors do hereby ratify and confirm any and all acts which the said trustee or his successor or substitute shall lawfully do by virtue hereof. And the trustee or any substitute or successor trustee is hereby authorized and empowered to appoint an attorney-in-fact of his own choosing, without notice to or consent of mortgagors, to act as trustee under him and in his name, place and stead, such appointment to be evidenced by an instrument signed by said trustee, substitute or successor. All acts done by any attorney-in-fact shall be as valid, lawful and binding as if done by the trustee herein named, or any successor or substitute in person; and mortgagors hereby ratify any and all acts done by any attorney-in-fact.

All parties to this mortgage or to the note hereby secured covenant and agree that upon the death of any signatory, maker, or co-maker of such note, the owner and holder of said note may, at holder's option, mature or accelerate the entire balance owing on said note, whereupon all amounts owing by virtue thereof shall immediately be due and payable.

It is stipulated and agreed that in case of any sale hereunder all prerequisites to said sale or sales shall be presumed to have been performed and the sale shall be presumed to have been duly held and all statements of facts or other recitals contained in the conveyance from the trustee or successor or substitute trustee or his attorney-in-fact to the purchaser at any such sale shall be taken in all courts of law or equity as prima facie evidence that facts stated or recited are true.

It is further stipulated and agreed that in case of any sale hereunder mortgagor shall immediately surrender possession to the purchaser. If mortgagor fails to do so, mortgagor shall become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.

It is especially agreed by the undersigned, that in the event any portion of the indebtedness, evidenced by the note referred to above, is not or cannot be secured by a valid lien under the terms of this contract deed of trust covering the premises herein described, the mortgagee is hereby directed to apply all payments received first to pay and discharge in full that portion, if any, of such indebtedness which may be unsecured.

This deed of trust, the note(s) secured hereby, and all security is subject to the Farm Credit Act of 1971 and all acts amendatory thereof or supplementary thereto, and the Rules and Regulations promulgated thereunder; and any act or omission thereof by mortgagor in violation thereof constitutes a default thereunder.

For purposes of giving any notice that may be required by the terms of this deed of trust, mortgagors hereby stipulate and agree that their mailing address is as shown below and mortgagee may rely upon this stipulation until such time as mortgagee has been advised in writing by mortgagor of a change in such address:

LEGACY STABLES LLC.
 8280 CR 130, CELINA, TEXAS 75009

This deed of trust also secures the payment of the unpaid balance of a note in favor of mortgagee for \$ 660,200.00, described in a deed of trust dated 5/04/01, executed by

Jody M. O'Dowell and spouse, Anita O'Donnell

recorded in Volume 4912, Page 3143, Deed of Trust Records of COLLIN County, Texas.

Mortgagors agree that a failure to pay when due an installment on said note, or the note herein described shall, at the option of the holder, or its assigns, mature either or both of said notes; and as a special covenant herein, and as a part of the consideration for the loan this date received, the mortgagors hereby assume and agree to pay the unpaid balance owing as of this date on such note heretofore executed, according to its tenor, effect, and reading or any rearrangement, renewal, or extension thereof, and as secured by the premises, covenants, and conditions of such deed of trust, which note and deed of trust are hereinabove fully referred to for all legal purposes.

Mortgagors further agree that as part of the consideration for the making of this loan by Mortgagee that should Mortgagor elect to prepay all or any part of either of the above referred to notes, then and in the event Mortgagee is granted the option to apply any such repayment monies to either or both of said notes as Mortgagee in its sole discretion may elect. Except as herein modified, the terms of the herein described notes and liens shall remain in full force and effect.

All riders, appendages, exhibits, erasures, corrections, and interlineations, if any, have been made and approved before the signing hereof.

Lender's Address: P O BOX 8025, TYLER, TEXAS, 75711-8025

Witness our hands this the 6th day of September, A.D. 2002

DEED OF TRUST

Loan No. : 472604
Name : LEGACY STABLES LLC.
Assn. : HERITAGE LAND BANK, FLCA
Branch : GREENVILLE

THE STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the 6th day of September 2002 by

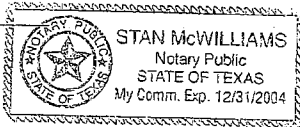
Jody O'Donnell, Manager of LEGACY STABLES LLC., a limited liability company, on behalf of said company.

(SEAL)

My commission expires:

[Signature]
Notary Public, State of Texas

Notary's Printed Name



THE STATE OF TEXAS

COUNTY OF COLLIN

THIS CERTIFIES that the foregoing deed of trust, with its certificate of authentication, was filed for record in my office on the _____ day of _____, _____, at _____ o'clock _____ M., and duly recorded by me on the _____ day of _____, A.D. _____, in Vol. _____, Page _____, of the Deed of Trust or Land Mortgage Records of _____ County, Texas.

(SEAL)

Clerk of Said County

By _____, Deputy.

AFTER RECORDING RETURN TO:

HERITAGE LAND BANK, FLCA
GREENVILLE
3101 LOOP 315, SUITE 106
GREENVILLE, TX 75401
(903) 455-2835

EXHIBIT "A" - LEGAL DESCRIPTION**TRACT ONE:**

All that certain tract or parcel of land situated in the B.B.B. & C.R.R. Survey, Abstract Number 130, and the Hezekiah Culwell Survey, Abstract Number 186, County of Collin, State of Texas; said tract being all of a tract as described in Deed to Bobby Thomas Davis, filed 20 February 1992, and recorded at 92-0088726 of the Deed Records of the County of Collin, State of Texas, and being more fully described as follows:

BEGINNING for the Southeast corner of the tract being described herein at a found 1/2 inch steel rebar, said rebar being the Southeast corner of said Davis tract, and in the center of Collin County Road Number 130 (a gravel surfaced public road), and near the West line of Collin County Road Number 128 (a gravel surfaced public road);

THENCE North 89 deg. 26 min. 32 sec. West, with the South line of said Davis tract, and with said road, a distance of 1650.06 feet to a set railroad spike for the Southwest corner of said Davis tract, said spike being in said road #130, and the center line of Long Branch;

THENCE with the center line of said Long Branch the following 4 (four) calls:

1. North 09 deg. 26 min. 30 sec. East, a distance of 123.07 feet;
2. North 40 deg. 22 min. 18 sec. East, a distance of 364.43 feet;
3. North 03 deg. 29 min. 25 sec. West, a distance of 282.14 feet;
4. North 14 deg. 02 min. 45 sec. East, a distance of 87.53 feet;

THENCE South 55 deg. 50 min. 00 sec. East, a distance of 80.32 feet to a found 1/2 inch steel square tubing for a corner;

THENCE North 10 deg. 00 min. 00 sec. West, a distance of 293.00 feet to a found 1/2 inch steel square tubing for a corner;

THENCE North 41 deg. 30 min. 00 sec. West, a distance of 948.00 feet to a wood fence corner post for a corner;

THENCE North 15 deg. 13 min. 43 sec. West, a distance of 168.12 feet to a wood fence corner post for a West corner of said Davis tract;

THENCE South 89 deg. 33 min. 06 sec. East, with the North line of said Davis tract, a distance of 1093.10 feet to the center line of said Long Branch for a corner;

THENCE with the center line of said Long Branch the following 9 (nine) calls:

1. North 07 deg. 59 min. 51 sec. East, a distance of 75.27 feet;
2. North 18 deg. 53 min. 39 sec. West, a distance of 99.40 feet;
3. North 38 deg. 15 min. 29 sec. West, a distance of 195.00 feet;
4. North 81 deg. 20 min. 23 sec. East, a distance of 285.00 feet;
5. South 60 deg. 46 min. 11 sec. East, a distance of 198.86 feet;
6. North 59 deg. 35 min. 25 sec. East, a distance of 293.75 feet;
7. South 68 deg. 18 min. 54 sec. East, a distance of 106.63 feet;
8. South 83 deg. 35 min. 16 sec. East, a distance of 122.08 feet;
9. North 35 deg. 20 min. 42 sec. East, a distance of 256.39 feet to the Northeast corner of said Davis tract;

THENCE South 00 deg. 25 min. 48 sec. East, with the East line of said Davis tract, a distance of 2461.13 feet to the POINT OF BEGINNING and containing 76.551 acres of land, more or less.

TRACT TWO:

All that certain tract or parcel of land situated in the Aaron Huffstettler Survey, Abstract Number 443, County of Collin, State of Texas; said tract being shown by Deed to Bobby Thomas Davis, filed 20 November 1992, and recorded at 92-0088726 of the Deed Records of the County of Collin, State of Texas, and being more fully described as follows:

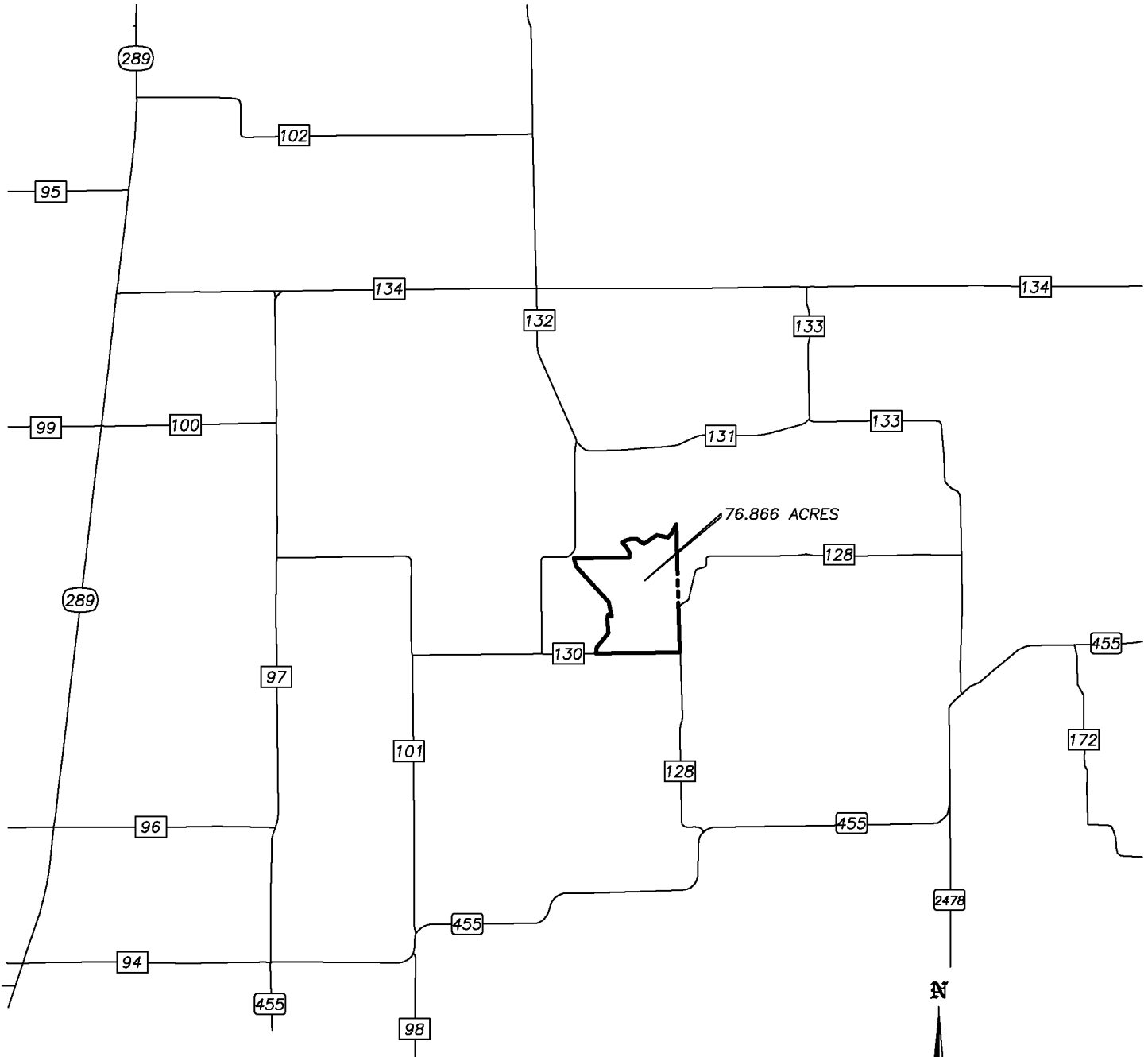
BEGINNING for the Northwest corner of the tract being described herein at a found 1/2 inch rebar, said rebar being the Northwest corner of said Davis tract, said rebar also being in Collin County Road Number 128 (a gravel surfaced public road);



THENCE South 89 deg. 18 min. 04 sec. East, with the North line of said Davis tract, a distance of 144.67 feet to a found 1/2 inch rebar on the North right of way line of Farm-to-Market Road Number 455, said rebar also being the start of a curve to the left whose radius is 363.31 feet, central angle of 32 deg. 15 min. 18 sec.;

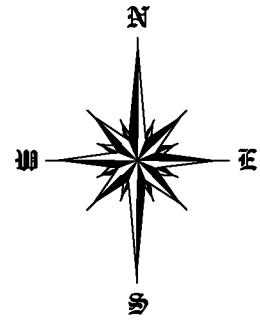
THENCE with said curve, an arc length of 204.53 feet to a found 1/2 inch rebar for the corner of said Davis tract;

THENCE North 00 deg. 02 min. 02 sec. East, a distance of 142.43 feet to the POINT OF BEGINNING and containing 0.192 (8,370.7 sq. ft.) of an acre of land, more or less.

LOCATION MAP
LEGACY STABLES, LLC
76.866 ACRES
COLLIN COUNTY, TEXAS



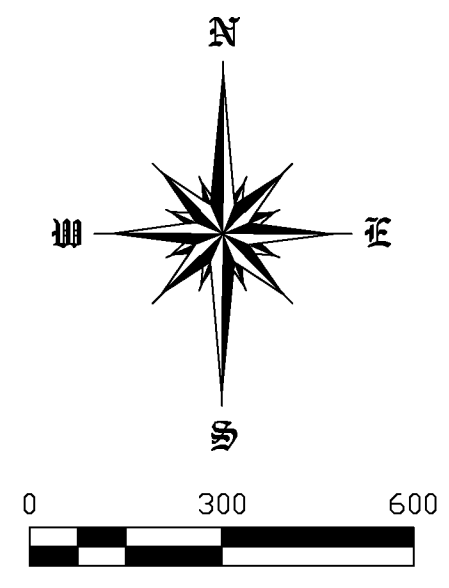
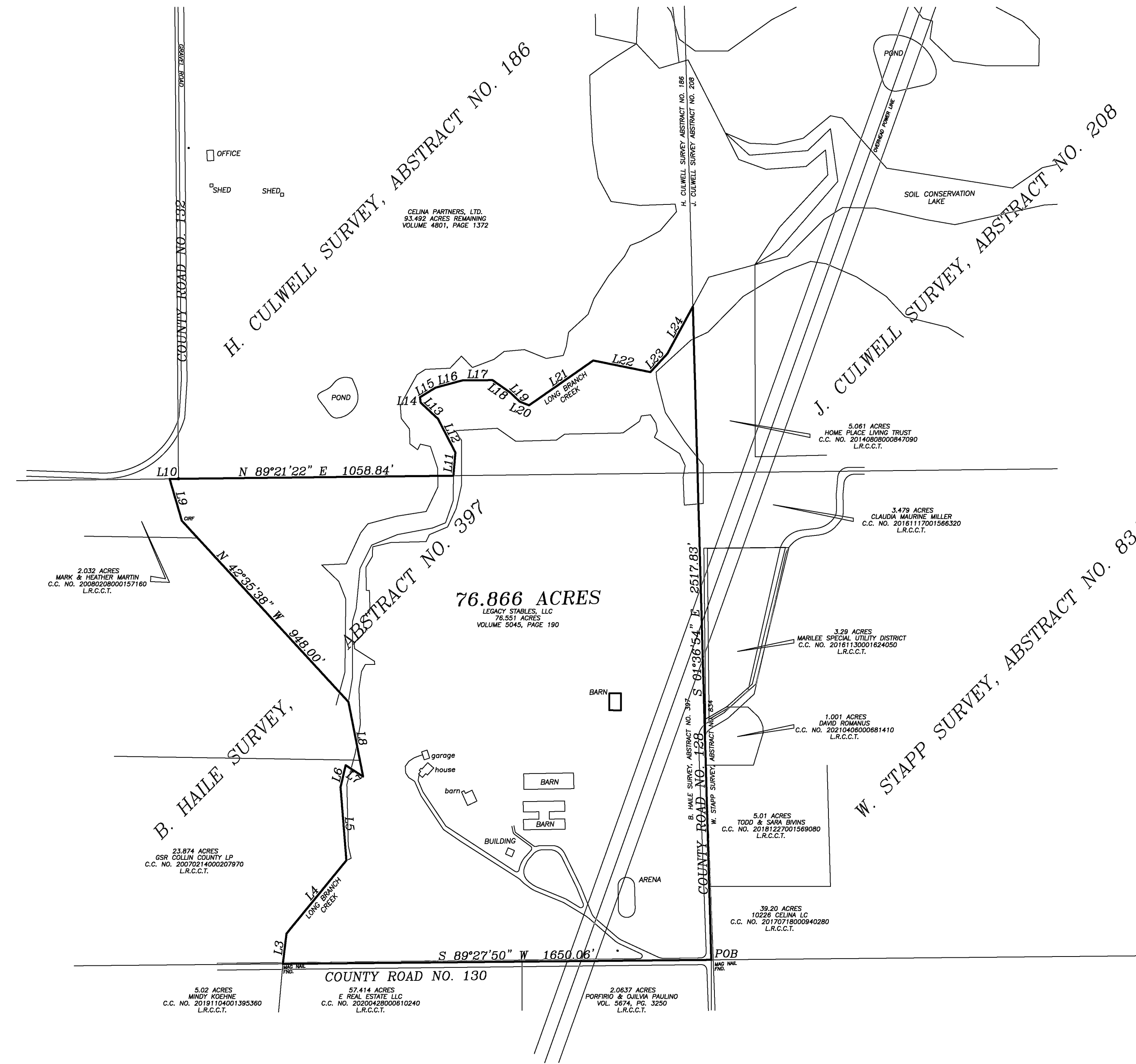
 **SURDUKAN SURVEYING, INC.**
P.O. BOX 126
ANNA, TEXAS 75409
(972) 924-8200
TEXAS FIRM NO. 10069500 



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
P = POWER POLE
- = GUYWIRE
* = SIGN
⊙ = ELECTRIC METER
⊙ = WELL
⊙ = WATER METER
⊙ = AC UNIT
* = LIGHT POLE
⊞ = TELEPHONE BOX

LINE	BEARING	DISTANCE
L3	N 06°51'11" E	117.39'
L4	N 39°16'40" E	364.43'
L5	N 04°35'03" W	282.14'
L6	N 12°57'07" E	87.53'
L7	S 66°53'58" E	80.32'
L8	N 11°05'38" W	293.00'
L9	N 16°19'21" W	168.12'
L10	N 89°21'16" E	144.25'
L11	N 04°54'16" E	89.51'
L12	N 27°20'35" W	146.30'
L13	N 46°50'58" W	91.28'
L14	N 07°00'50" W	70.87'
L15	N 58°10'24" E	70.13'
L16	N 74°52'25" E	108.05'
L17	N 89°41'02" E	115.44'
L18	S 64°58'01" E	84.10'
L19	S 46°11'33" E	49.03'
L20	S 67°56'15" E	39.15'
L21	N 55°05'18" E	301.69'
L22	S 78°30'56" E	224.39'
L23	N 42°44'15" E	96.55'
L24	N 28°21'40" E	206.63'

DETAIL MAP
76.866 ACRES
H. CULWELL SURVEY
ABSTRACT NO. 186
B. HAILE SURVEY
ABSTRACT NO. 397
COLLIN COUNTY, TEXAS

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

LEGAL DESCRIPTION

BEING a 76.866 Acres tract of land situated in the following Abstracts; the H. Culwell Survey Abstract No. 186, and the B. Haile Survey Abstract No. 397, all of which are in Collin County, Texas, and 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 S 89°27'50" W with County Road 128 a distance of 1650.06' to a Mag Nail set in County Road 128;

THENCE N 06°51'11" E leaving County Road 128 a distance of 117.38' to a point for corner in the center of Long Branch Creek;

THENCE N 39°16'40" E a distance of 364.43' to a point for corner in the center of Long Branch Creek;

THENCE N 04°35'03" W a distance of 282.14' to a point for corner in the center of Long Branch Creek;

THENCE N 12°57'07" E a distance of 87.53' to a point for corner in the center of Long Branch Creek;

THENCE S 56°55'38" E a distance of 80.32' to a point for corner in the center of Long Branch Creek;

THENCE N 11°05'38" W a distance of 293.00' to a point for corner in the center of Long Branch Creek;

THENCE N 42°35'38" W departing from the center of Long Branch Creek a distance of 948.00' to a capped 1/2" iron rod stamped "4613" set for corner in the east line of a called 23.874 acre tract as conveyed to Mark and Carol Martin in Volume 3595, Page 493 of the Official Public Records of Collin County, Texas;

THENCE N 16°19'21" W with the east line of the said 23.874 acre tract a distance of 168.12' to a capped 1/2" iron rod stamped "4613" set for corner in the south line of a called 244.344 acre tract as conveyed to The O'Donnell Sterling Deason Trust in County Clerk No. 20190213000153000 of the Official Public Records of Collin County, Texas;

THENCE N 89°21'16" E a distance of 34.25' to a capped 1/2" iron rod stamped "4613" set for the southeast corner of the said 244.344 acre tract;

THENCE N 89°21'22" E a distance of 1058.86' to a point for corner in the center of Long Branch Creek;

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

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

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

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

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

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

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

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

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

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

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

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

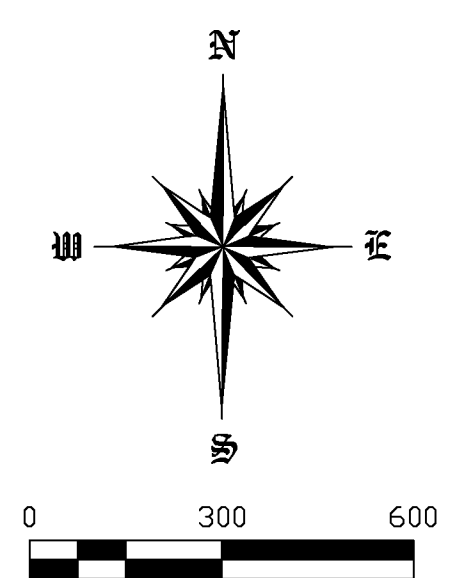
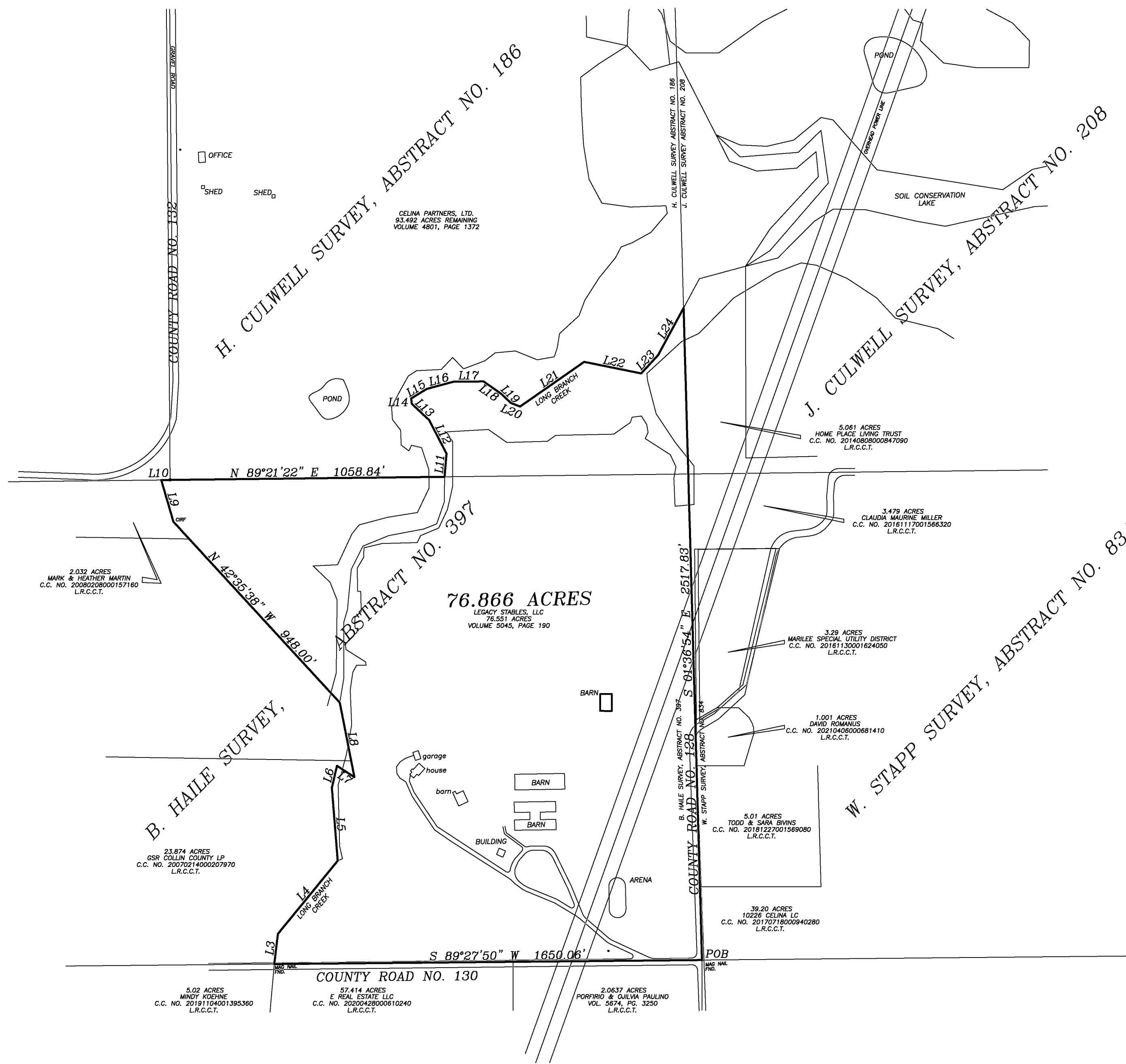
THENCE N 42°44'15" E a distance of 96.55' to a point for corner in the center of Long Branch Creek;

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

THENCE S 01°36'54" E departing the center of Long Branch Creek a distance of 2517.83' to the POINT OF BEGINNING and containing 3,348,276 Square Feet or 76.866 Acres of land.

LEGAL DESCRIPTION

BEING a 363.550 Acres tract of land situated in the following Abstracts; the H. Culwell Survey Abstract No. 186, and the B. Haile Survey Abstract No. 397, all of which are in Collin County, Texas, and 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 Djilvia and Paulino Porfirio in County Clerk No. 20040521000749560 of the Official Public Records of Collin County, Texas;
 THENCE S 89°27'50" W with County Road 128 a distance of 1650.06' to a Mag Nail set in County Road 128;
 THENCE N 06°51'11" E leaving County Road 128 a distance of 117.38' to a point for corner in the center of Long Branch Creek;
 THENCE N 39°16'40" E a distance of 364.43' to a point for corner in the center of Long Branch Creek;
 THENCE N 04°35'03" W a distance of 282.14' to a point for corner in the center of Long Branch Creek;
 THENCE N 12°57'07" E a distance of 87.53' to a point for corner in the center of Long Branch Creek;
 THENCE S 56°55'38" E a distance of 80.32' to a point for corner in the center of Long Branch Creek;
 THENCE N 11°05'38" W a distance of 293.00' to a point for corner in the center of Long Branch Creek;
 THENCE N 42°35'38" W departing from the center of Long Branch Creek a distance of 948.00' to a capped 1/2" iron rod stamped "4613" set for corner in the east line of a called 23.874 acre tract as conveyed to Mark and Carol Martin in Volume 3595, Page 493 of the Official Public Records of Collin County, Texas;
 THENCE N 16°19'21" W with the east line of the said 23.874 acre tract a distance of 168.12' to a capped 1/2" iron rod stamped "4613" set for corner in the south line of a called 244.344 acre tract as conveyed to The O'Donnell Sterling Deason Trust in County Clerk No. 20190213000153000 of the Official Public Records of Collin County, Texas;
 THENCE N 89°21'16" E a distance of 34.25' to a capped 1/2" iron rod stamped "4613" set for the southeast corner of the said 244.344 acre tract;
 THENCE N 89°21'22" E a distance of 1058.86' to a point for corner in the center of Long Branch Creek;
 THENCE N 04°54'16" E a distance of 89.51' to a point for corner in the center of Long Branch Creek;
 THENCE N 27°20'35" W a distance of 146.30' to a point for corner in the center of Long Branch Creek;
 THENCE N 46°50'58" W a distance of 91.28' to a point for corner in the center of Long Branch Creek;
 THENCE N 07°00'50" W a distance of 20.87' to a point for corner in the center of Long Branch Creek;
 THENCE N 58°10'24" E a distance of 70.13' to a point for corner in the center of Long Branch Creek;
 THENCE N 74°52'25" E a distance of 108.05' to a point for corner in the center of Long Branch Creek;
 THENCE N 89°41'02" E a distance of 115.44' to a point for corner in the center of Long Branch Creek;
 THENCE S 54°58'01" E a distance of 84.10' to a point for corner in the center of Long Branch Creek;
 THENCE S 46°11'33" E a distance of 49.03' to a point for corner in the center of Long Branch Creek;
 THENCE S 67°56'15" E a distance of 39.15' to a point for corner in the center of Long Branch Creek;
 THENCE N 55°05'18" E a distance of 301.69' to a point for corner in the center of Long Branch Creek;
 THENCE S 78°30'56" E a distance of 224.39' to a point for corner in the center of Long Branch Creek;
 THENCE N 42°44'15" E a distance of 96.55' to a point for corner in the center of Long Branch Creek;
 THENCE N 28°21'40" E a distance of 206.63' to a point for corner in the center of Long Branch Creek;
 THENCE S 01°36'54" E departing the center of Long Branch Creek a distance of 2517.83' to the POINT OF BEGINNING and containing 2,948,850 Square Feet or 67.696 Acres of land.



- NORTH**
SCALE 1" = 300'
- LEGEND**
- C.M. = CONTROLLING MONUMENT
 - CRS = CAPPED 1/2" IRON ROD SET STAMPED (4613)
 - IRF = IRON ROD FOUND
 - CP = POWER POLE
 - J- = GUYWIRE
 - ◆ = SIGN
 - = ELECTRIC METER
 - ⊙ = WELL
 - ⊗ = WATER METER
 - ⊞ = AC UNIT
 - * = LIGHT POLE
 - ⊞ = TELEPHONE BOX

LINE	BEARING	DISTANCE
L3	N 06°51'11" E	117.38'
L4	N 39°16'40" E	364.43'
L5	N 04°35'03" W	282.14'
L6	N 12°57'07" E	87.53'
L7	S 56°55'38" E	80.32'
L8	N 11°05'38" W	293.00'
L9	N 16°19'21" W	168.12'
L10	N 89°21'16" E	34.25'
L11	N 04°54'16" E	89.51'
L12	N 27°20'35" W	146.30'
L13	N 46°50'58" W	91.28'
L14	N 07°00'50" W	20.87'
L15	N 58°10'24" E	70.13'
L16	N 74°52'25" E	108.05'
L17	N 89°41'02" E	115.44'
L18	S 54°58'01" E	84.10'
L19	S 46°11'33" E	49.03'
L20	S 67°56'15" E	39.15'
L21	N 55°05'18" E	301.69'
L22	S 78°30'56" E	224.39'
L23	N 42°44'15" E	96.55'
L24	N 28°21'40" E	206.63'

- NOTES:**
- The original copy will have original signatures, stamp seal and an impression seal.
 - Copyright 2021, Surdukan Surveying, Inc.
 - This survey is being provided solely for the use of the current parties.
 - This survey is subject to all easements of record.
 - The basis of bearings, are derived from ALLTERRA CENTRAL RTK Network, Texas State Plane Coordinates System, Nad83, North Central Zone, Nad 83 (CORS96) Epoch 2002.0.

FLOODPLAIN NOTE: According to the Flood Insurance Rate Map (FIRM) Map No. 48085C0130 J, dated June 2, 2009, prepared by Federal Emergency Management Agency (FEMA) for Collin County, Texas, portions of this tract lie with in Zone A (Shaded Without Base Flood Elevation) and Zone X (Unshaded).

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



BOUNDARY EXHIBIT
76.866 ACRES
H. CULWELL SURVEY
ABSTRACT NO. 186
B. HAILE SURVEY
ABSTRACT NO. 397
COLLIN COUNTY, TEXAS

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

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