

After Recording, Return to:

Office of the City Secretary
City of Allen, Texas
305 Century Parkway
Allen, Texas 75013

ADDENDUM TO MASTER FACILITIES AGREEMENT

This **ADDENDUM TO MASTER FACILITIES AGREEMENT** ("Addendum") is entered as of April ____, 2017 (the "Effective Date") by and between the **City of Allen**, a Texas home rule municipality ("City"), and **Emerson Farm Company, Ltd.**, a Texas limited partnership ("Owner"), and **Darling Homes of Texas, LLC**, a Texas limited liability company ("Darling"). (City, Owner, and Darling are collectively referred to herein as "the Parties" or independently as a "Party".)

RECITALS

WHEREAS, on or about July 26, 2006, Owner and City entered into that certain *Master Facilities Agreement for Montgomery Farms* (the "Agreement") setting forth certain agreements and obligations relating to the development of property owned and or controlled by Owner as of the effective date of the Agreement and described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, a true and correct copy of the Agreement was filed February 26, 2007, as Instrument No. 20070226000253940 in the Official Public Records of Collin County, Texas; and

WHEREAS, Article III of the Agreement titled "Park Land Dedication" sets forth certain requirements of Owner relating to the conveyance of one or more portions of the Property to City for development and use as public park land ("Park Land") pursuant to applicable provisions of the Allen Land Development Code; as amended (the "ALDC") or for the payment of funds to City in lieu of the conveyance of such tracts of land ("Park Land Fees"), such conveyance and/or payments to be made in association with the approval of the final plats of various phases of the Property; and

WHEREAS, City has to date consented to the deferral by Owner of the conveyance of Park Land and the payment of Park Land Fees with respect the approval of the final plats of portions of the Property approved prior to the Effective Date of this Addendum; and

WHEREAS, Owner has sold and conveyed to Darling a substantial portion if not all of the remaining portions of the Property pursuant to that certain Special Warranty Deed dated August 15, 2016, recorded as Instrument No. 20160817001074140 in the Official Public Records of Collin County, Texas; and

WHEREAS, in conjunction with the sale from Owner to Darling, Owner has partially assigned to Darling the Agreement (the “Assignment”), and the City desires to consent to such Assignment; and

WHEREAS, Owner has offered to convey to City the real property described in Exhibit “B” attached hereto and incorporated herein by reference (the “Park Property”), in full satisfaction of Owner’s and/or Darling’s obligations pursuant to Article III of the Agreement and the applicable provisions of the ALDC; and

WHEREAS, City desires to accept the conveyance of the Park Property from Owner in full satisfaction of Owner’s and/or Darling’s obligations under Article III of the Agreement and applicable provisions of the ALDC subject to the provisions of this Agreement.

NOW, THEREFORE, for and in consideration of the covenants and conditions set forth in this Addendum, the Parties agree as follows:

1. **Performance of Article III: Conditions.** Upon satisfaction of the following conditions, City agrees to acknowledge and declare Owner and Darling to be in full and complete satisfaction of Owner’s and/or Darling’s obligations set forth in Article III of the Agreement as it relates to the development of the Property:
 - A. Owner signs and delivers in recordable form a special warranty deed to City in a form reasonably acceptable to City conveying to City good and indefeasible fee simple interest to the Park Property, free and clear of all reservations, liens and encumbrances, save and except existing easements affecting the Park Property recorded in the Official Public Records of Collin County, Texas;
 - B. Owner, at Owner’s sole cost, causes the issuance to City of a Texas owner’s policy of title insurance in the amount of \$500,000, inclusive of the T-3 Survey endorsement;
 - C. Owner, at Owner’s sole cost, causes the preparation and delivery to City and Title Company of a survey of the Park Property prepared by a registered professional surveyor satisfactory to Title Company for purpose of issuing the T-3 Survey endorsement in association with issuance of the title policy;
 - D. Owner, at Owner’s sole cost, causes issuance of a tax certificate showing the state of payment of ad valorem taxes assessed against the Park Property;

- E. Owner pays all property taxes for current and prior years, to the extent not previously paid, with current year taxes being prorated to the date of conveyance of the Park Property to City; provided, however, Owner shall not be required to pay the additional tax and interest required by Texas Tax Code §23.55 unless the Chief Appraiser of the Collin Central Appraisal District determines conveyance of the Park Property to City results in a change in use that requires the payment of such additional tax and interest, in which case Owner shall be solely responsible for payment of such additional tax and interest; and
- F. The Park Property is released from any easements or restrictive covenants that may be applicable to the Park Property to the extent such restrictive covenants (1) prohibit City from developing and using all or any portion of the Park Property as a public park and recreation area, including, but not limited to, the development of “hike and bike” trails, and (2) require the payment of any assessment, dues, or other fees to a property owners’ or homeowner’s association or any other party. City acknowledges and agrees that the Conservation Easement Agreement, recorded in Volume 5849, Page 4355 in the Official Public Records of Collin County, Texas, as amended by the Partial Release and First Amendment of Conservation Easement Agreement, recorded as Instrument No. 20160728000974260 in the Official Public Records of Collin County, Texas (as amended, the “CEA”) is a permitted encumbrance against the Park Property because (i) Section 8 and Exhibit D to the CEA allow for development of public hike and bike trails, streets, and parking lots, which are consistent with the City’s use of the Park Property as a public park and recreation area, including hike and bike trails and (ii) the CEA does not require the payment of any assessments, dues, or other fees to an owners association or any other party.
2. **Title Company.** For purposes of this Addendum, “Title Company” shall mean North American Title Co. 1210 Saint Ann Court, 1201 North Harwood St. Dallas, Texas 75201, ATTN. Mr. Charles Badgett.
3. **Rejection of Park Property; Termination.** Notwithstanding Section 1 above to the contrary, if, after reviewing the survey, title commitment, and the recorded easements and restrictions affecting the Park Property (excluding the CEA, which is hereby permitted as set forth above), but before acceptance of the deed to the Park Property, City’s Director of Parks and Recreation determines the Park Property is not suitable for development of a public park and recreation area, or restrictions existing on the Park Property cannot or will not be removed, City, acting through its City Manager, may reject the offer of the Park Property and terminate this Addendum upon delivery of written notice of termination to Owner.

4. **Notice of Satisfied Conditions.** Upon satisfaction of all of the conditions set forth in Section 1, above, City agrees to sign and record in the Official Public Records of Collin County, Texas, a notice declaring in substance that Owner and Darling have fully and completely performed all of the obligations of Article III of the Agreement with respect to the development of the Property, including, but not limited to, those portions of the Property that have not yet been subject to an approved final plat pursuant to the ALDC.
5. **Agreement Not Amended.** This Addendum does not, and is not intended to, amend the Agreement, which remains in full force and effect. This Addendum is intended to address solely the Owner's and/or Darling's satisfaction of the obligations set forth in Article III of the Agreement and does not relieve Owner, Darling, or any other successor in title to any portion of the Property from the performance of any other obligation set forth in the Agreement.
6. **Notices.** When notice is permitted or required by this Addendum, it shall be in writing and shall be deemed delivered when delivered in person or on the date when placed, postage prepaid in the United States mail, certified return receipt requested, and addressed to the parties at the address set forth below. Either Party may designate from time to time another and different address for receipt of notice by giving notice of such change or address.

If intended for Owner, to:

Emerson Farm Company, Ltd.
% President, Emerson Partners, Inc.
10821 Sanden Dr.
Dallas, TX 75238

With Copies to:

Gregg Davis
Thompson Knight LLP
One Arts Plaza
1722 Routh Street, Suite 1500
Dallas, Texas 75201

In intended for City, to:

City of Allen, Texas
Attn: City Manager
305 Century Parkway
Allen, Texas 75013

With Copies to:

Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith, LLP
500 N. Akard St., Suite 1800
Dallas, Texas 75201

Director of Parks and Recreation
City of Allen, Texas
305 Century Parkway
Allen, Texas 75013

In intended for Darling, to:

Ryan Huey
Darling Homes of Texas, LLC
2500 Legacy Drive, Suite 100
Frisco, Texas 75034

With Copies to:

Grant Bannen
Bush, Rudnicki, Shelton
4025 Woodland Park Blvd., Suite 190
Arlington, Texas 76013

7. **Binding Effect.** This Addendum shall be binding on and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.
8. **Assignment.** Owner and Darling shall not assign or transfer their rights or obligations under this Addendum in whole or in part to any other person or entity without the prior written consent of City, which consent will not be unreasonably withheld.
9. **Severability.** In the event any section, subsection, paragraph, sentence, phrase or word herein is held invalid, illegal or unconstitutional, the balance of this Addendum shall be enforceable and shall be enforced as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.
10. **Governing Law.** The validity of this Addendum and any of its terms and provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Addendum shall be in a State Court of competent jurisdiction in Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.
11. **Entire Agreement.** This Addendum embodies the entire agreement between the Parties and supersedes all prior Agreements, understandings, if any, relating to the Park Property and the matters addressed herein and may be amended or supplemented only by written instrument executed by the Party against whom enforcement is sought.
12. **Recordation of Agreement.** A duplicate original of this Addendum shall be recorded in the Official Public Records of Collin County, Texas.
13. **Recitals.** The Recitals to this Addendum are incorporated herein as part of this Addendum.
14. **Exhibits.** All exhibits to this Addendum are incorporated herein by reference for all purposes wherever reference is made to the same.
15. **Counterparts.** This Addendum may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
16. **Headings.** The headings of this Agreement are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereto.
17. **Consent to Assignment.** City hereby consents to the Assignment and agrees to promptly execute and acknowledge City's signature page to such Assignment to further evidence such consent, the form of which Assignment having been reviewed and found reasonably acceptable to City.

(Signatures on Following Pages)

SIGNED AND AGREED as of the Effective Date.

CITY OF ALLEN, TEXAS

By: _____
Peter H. Vargas, City Manager

APPROVED AS TO FORM:

Peter G. Smith, City Attorney

CITY'S ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2017, by Peter H. Vargas, City Manager of the City of Allen, Texas, on behalf of said municipality.

Notary Public, State of Texas

Printed Name: _____

My Commission Expires: _____

SIGNED AND AGREED as of the Effective Date.

OWNER:

EMERSON FARM COMPANY, LTD., a Texas
Limited Partnership

By: Emerson Farm Company General
Partner, Ltd., a Texas limited
partnership, its general partner

By: Farm Company GP, LLC, a Texas
limited liability company, its general
partner

By: _____
Phillip L. Williams, President

OWNER'S ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day of _____, 2017,
by Phillip L. Williams, President, Farm Company GP, LLC, a Texas limited liability company,
general partner of Emerson Farm Company General Partner, Ltd., a Texas limited partnership,
general partner of Emerson Farm Company, Ltd., a Texas limited partnership, on behalf of said
company and partnerships.

Notary Public, State of Texas

Printed Name: _____

My Commission expires: _____

SIGNED AND AGREED as of the Effective Date.

DARLING:

DARLING HOMES OF TEXAS, LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

DARLING'S ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2017,
by _____, _____ of Darling Homes of Texas,
LLC, a Texas limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

Printed Name: _____

My Commission expires: _____

STATE OF _____ §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2017,
by _____, _____ of Darling Homes of Texas,
LLC, a Texas limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

Printed Name: _____

My Commission expires: _____

EXHIBIT "A"
LEGAL DESCRIPTION

TRACT 1

BEING a tract of land situated in the David H. Nix Survey, Abstract No. 668, and being located in the City of Allen, Collin County, Texas, and being a part of that tract of land described as Tract 2 in deed to Emerson Farm Company, Ltd. as recorded in Volume 5105, Page 3414 of the Deed Records of Collin County, Texas (D.R.C.C.T.), and being more particularly described as follows:

COMMENCING at a point for the most southwesterly corner of that tract of land described as Tract B in Alma Road Right-of-Way Dedication Deed to the City of Allen, Texas as recorded in Document No. 03-0110815, D.R.C.C.T., said point being the intersection of the southeasterly right-of-way line of Alma Drive (120 feet wide) with the west line of said Tract 2;

THENCE North 62 degrees 46 minutes 51 seconds East, along said southeasterly right-of-way line, a distance of 849.20 feet to the POINT OF BEGINNING;

THENCE North 62 degrees 46 minutes 51 seconds East, continuing along said southeasterly right-of-way line, a distance of 279.43 feet to a point for corner;

THENCE departing said southeasterly right-of-way line and across said Tract 2, the following courses and distances:

South 34 degrees 03 minutes 33 seconds East a distance of 55.47 feet;
South 18 degrees 12 minutes 19 seconds East a distance of 77.43 feet;
South 01 degree 49 minutes 16 seconds West a distance of 37.54 feet;
South 26 degrees 12 minutes 05 seconds West a distance of 80.19 feet;
South 21 degrees 39 minutes 53 seconds East a distance of 58.57 feet;
South 11 degrees 42 minutes 41 seconds West a distance of 118.69 feet;
South 22 degrees 18 minutes 54 seconds East a distance of 36.67 feet;
South 09 degrees 00 minutes 14 seconds West a distance of 25.77 feet;
South 67 degrees 41 minutes 25 second West a distance of 30.59 feet;
North 29 degrees 28 minutes 44 seconds West a distance of 136.49 feet;
South 85 degrees 49 minutes 39 seconds East a distance of 26.36 feet;
North 06 degrees 15 minutes 53 seconds East a distance of 55.17 feet;
North 21 degrees 33 minutes 24 seconds West a distance of 43.22 feet;
South 35 degrees 00 minutes 44 seconds West a distance of 51.15 feet;

North 42 degrees 33 minutes 37 seconds West a distance of 60.82 feet;
North 02 degrees 49 minutes 19 seconds East a distance of 144.58 feet;
South 88 degrees 26 minutes 01 seconds West a distance of 16.10 feet;
South 08 degrees 15 minutes 14 seconds West a distance of 196.19 feet;
North 00 degrees 58 minutes 17 seconds East a distance of 76.04 feet;
North 45 degrees 02 minutes 45 seconds West a distance of 43.52 feet;
South 85 degrees 53 minutes 27 seconds East a distance of 32.06 feet;
North 03 degrees 17 minutes 00 seconds East a distance of 53.73 feet;
South 55 degree 16 minutes 55 seconds West a distance of 56.04 feet;
North 04 degrees 03 minutes 40 seconds East a distance of 52.43 feet;

THENCE South 89 degrees 36 minutes 24 seconds West, a distance of 51.10 feet to the POINT OF BEGINNING AND CONTAINING 59,891 square feet or 1.375 acres of land, more or less.

TRACT 2 - ANGEL FIELD WEST

BEING a tract of land situated in the T.G. Kennedy Survey, Abstract No. 500, and being located in the City of Allen, Collin County, Texas, and being parts of those tracts of land described as Angel Field West, Angel Field East and 98.266 Acre Tract in deed to Emerson Farm Company, Ltd. as recorded in Volume 5034, Page 158 of the Deed Records of Collin County, Texas (D.R.C.C.T.), and also being part of a tract of land described in deed to The Montgomery Farm Company, as recorded in Volume 1033, Page 891, D.R.C.C.T., and being more particularly described as follows:

COMMENCING at the southwest corner of that tract of land described as Right-of-Way Bethany Drive in deed to the City of Allen, Texas as recorded in Volume 3918, Page 1167, D.R.C.C.T.;

THENCE South 71 degrees 26 minutes 26 seconds East, a distance of 84.23 feet to the POINT OF BEGINNING, said point being on the southerly right-of-way line of Bethany Drive (variable width right-of-way) as dedicated in Volume 5093, Page 2663, D.R.C.C.T.;

THENCE South 45 degrees 57 minutes 32 seconds East, departing said southerly right-of-way line and along the west line of a tract of land described in Collin County Court At Law Number 2, Cause Number 002-1427-03, a distance of 34.63 feet to a point for corner;

THENCE South 00 degrees 13 minutes 04 seconds West, continuing along said west line, a distance of 280.02 feet to the point of curvature of a circular curve to the right having a radius of 312.00 feet, whose chord bears South 07 degrees 00 minutes 43 seconds West, a distance of 51.64 feet;

THENCE Southwesterly, continuing along said west line and along said curve to the right, through a central angle of 09 degrees 29 minutes 37 seconds for an arc distance of 51.70 feet to the point of curvature of a circular curve to the right having a radius of 1040.75 feet, whose chord bears South 15 degrees 22 minutes 49 seconds West, a distance of 171.35 feet;

THENCE Southwesterly, continuing along said west line and along said curve to the right, through a central angle of 09 degrees 26 minutes 38 seconds for an arc distance of 171.54 feet to the point of tangency;

THENCE South 20 degrees 16 minutes 14 seconds West, continuing along said west line, a distance of 112.68 feet to the point of curvature of a circular curve to the left having a radius of 1095.00 feet, whose chord bears South 11 degrees 18 minutes 22 seconds West, a distance of 341.25 feet;

THENCE Southwesterly, continuing along said west line and along said curve to the left, through a central angle of 17 degrees 55 minutes 44 seconds for an arc distance of 342.65 feet to the point of tangency;

THENCE South 02 degrees 20 minutes 30 seconds West, continuing along said west line, a distance of 301.43 feet to a point on the common line between said Angel Field West, and the tract of land described in deed to Southwest Guaranty Trust Company, as recorded in Collin County Clerk's number 96-0105327;

THENCE North 88 degrees 17 minutes 09 seconds West, departing said west line and along said common line, a distance of 381.62 feet to a point for corner;

THENCE North 01 degree 06 minutes 57 seconds East, continuing along said common line a distance of 202.42 feet to a point for;

THENCE North 88 degrees 23 minutes 06 seconds West, continuing along said common line, a distance of 292.19 feet to a point for corner on the east line of said Montgomery Farm Tract;

THENCE South 01 degree 49 minutes 29 seconds West, departing said common line and along the common line between said Montgomery Farm Tract and said Southwest Guaranty Trust Company Tract, a distance of 110.00 feet to a point for corner;

THENCE North 88 degrees 23 minutes 06 seconds West, departing said common line and across said Montgomery Farm Tract, a distance of 215.00 feet to a point for corner;

THENCE North 01 degree 49 minutes 29 seconds East, continuing across said Montgomery Farm Tract, a distance of 346.36 feet to a point for corner

THENCE North 01 degree 41 minutes 29 seconds East, passing the north line of said Montgomery Farm Tract, at a distance of 484.85 feet and continuing across said 98.266 Acre Tract, for a total distance of 544.98 feet to a point for corner on said southerly right-of-way line, said point being the point of curvature of a nontangent circular curve to the left, having a radius of 1133.50 feet, whose chord bears North 71 degrees 44 minutes 45 seconds East, a distance of 178.22 feet;

THENCE Northeasterly, along said southerly right-of-way and along said curve to the left, through a central angel of 09 degrees 01 minute 04 seconds for an arc distance of 178.40 feet to the point of tangency;

THENCE North 67 degrees 14 minutes 13 seconds East, continuing along said southerly right-of-way a distance of 150.27 feet to the point of curvature of a circular curve to the right, having a radius of 1016.50 feet, whose chord bears North 72 degrees 45 minutes 45 seconds East, for a distance of 195.75 feet;

THENCE Northeasterly, continuing along said southerly right-of-way and along said curve to the right, through a central angel of 11 degrees 03 minutes 03 seconds for an arc distance of 196.06 feet to the point of curvature of a circular curve to the right, having a radius of 3152.01 feet, whose chord bears North 82 degrees 58 minutes 45 seconds East, a distance of 515.59 feet;

THENCE Northeasterly, continuing along said southerly right-of-way and along said curve to the right, through a central angel of 09 degrees 22 minutes 57 seconds for an arc distance of 516.16 feet to the POINT OF BEGINNING AND CONTAINING 1,033,753 square feet or 23.73 acres of land, more or less.

TRACT 2 - MONTGOMERY MEWS

BEING a tract of land situated in the T.G. Kennedy Survey, Abstract No. 500, and being located in the City of Allen, Collin County, Texas, and being a part of that tract of land described in deed to The Montgomery Farm Company as recorded in Volume 1033, Page 891 of the Deed Records of Collin County, Texas (D.R.C.C.T.), and being a part of that tract of land described as 98.266 Acre Tract in deed to Emerson Farm Company, Ltd. as recorded in Volume 5034, Page 158 of the Deed Records of Collin County, Texas (D.R.C.C.T.), and being more particularly described as follows:

COMMENCING at a point for the northwest corner of that tract of land described as Angel Field West in said Emerson Farm Company, Ltd. Deed, said point being on the south line of said 98.266 Acre Tract;

THENCE North 01 degree 41 minutes 29 seconds East, departing said south line and across said 98.266 Acre Tract, a distance of 138.77 feet to a point for corner on the south right-of-way line of Bethany Drive (variable width right-of-way) as recorded in Volume 5093, Page 2663, D.R.C.C.T.;

THENCE South 67 degrees 14 minutes 13 seconds West, along said south right-of-way line, a distance of 52.15 feet to the point of curvature of a circular curve to the right having a radius of 1133.50 feet, whose chord bears South 87 degrees 06 minutes 36 seconds West a distance of 770.64 feet;

THENCE Southwesterly, along said south right-of-way line and said curve to the right, through a central angle of 39 degrees 44 minutes 46 seconds for an arc length of 786.31 feet to the point of tangency;

THENCE North 73 degrees 01 minute 01 second West, continuing along said south right-of-way line, a distance of 103.00 feet to the point of curvature of a circular curve to the left having a radius of 1016.50 feet, whose chord bears North 74 degrees 47 minutes 58 seconds West a distance of 63.24 feet;

THENCE Northwesterly, continuing along said south right-of-way line and along said curve to the left, through a central angle of 03 degrees 33 minutes 54 seconds for an arc length of 63.25 feet to the POINT OF BEGINNING;

THENCE South 12 degrees 33 minutes 49 seconds West, departing said south right-of-way line, a distance of 381.32 feet to a point for corner;

THENCE North 87 degrees 33 minutes 10 seconds West, a distance of 229.08 feet to a point for corner;

THENCE South 06 degrees 05 minutes 31 seconds West, a distance of 507.21 feet to a point for corner;

THENCE South 55 degrees 01 minute 07 seconds West, a distance of 272.35 feet to a point for corner;

THENCE North 88 degrees 19 minutes 18 seconds West, a distance of 279.36 feet to a point for corner;

THENCE North 36 degrees 33 minutes 48 seconds West, a distance of 213.30 feet to a point for corner;

THENCE North 55 degrees 39 minutes 55 seconds West, a distance of 134.06 feet to a point for corner;

THENCE North 30 degrees 58 minutes 12 seconds West, a distance of 99.54 feet to a point for corner;

THENCE North 52 degrees 22 minutes 20 seconds West, a distance of 76.82 feet to a point for corner;

THENCE North 22 degrees 55 minutes 58 seconds West, a distance of 113.85 feet to a point for corner on the east line of a sanitary sewer easement recorded in County Clerk's document number 92-0018726, D.R.C.C.T.;

THENCE North 43 degrees 02 minutes 28 seconds East, along said east line, a distance of 109.18 feet to a point for corner;

THENCE North 13 degrees 32 minutes 45 seconds East, continuing along said east line, at a distance of 392.51 feet departing said east line and continuing across the aforementioned 98.266 Acre Tract for a total distance of 585.59 feet to a point for corner on the aforementioned south right-of-way line of Bethany Drive, said point being on a circular curve to the left having a radius of 2,015.50 feet, whose chord bears South 82 degrees 56 minutes 01 second East a distance of 754.43 feet;

THENCE Southeasterly, along said south right-of-way line and said curve, through a central angle of 21 degrees 34 minutes 26 seconds for an arc length of 758.91 feet to the point of reverse curvature of a circular curve to the right having a radius of 1,016.50 feet, whose chord bears South 85 degrees 09 minutes 05 seconds East a distance of 302.92 feet;

THENCE Southeasterly, continuing along said south right-of-way line and along said curve to the right, through a central angle of 17 degrees 08 minutes 18 seconds for an arc length of 304.06 feet to the POINT OF BEGINNING and CONTAINING 920,990 square feet or 21.14 acres of land, more or less.

TRACT 2A

BEING a tract of land situated in the David H. Nix Survey, Abstract No. 668, and the T.G. Kennedy Survey, Abstract No. 500, and being located in the City of Allen, Collin County, Texas, and being a part of that tract of land described in deed to The Montgomery Farm Company as recorded in Volume 1033, Page 891 of the Deed Records of Collin County, Texas (D.R.C.C.T.), and being a part of that tract of land described as 98.266 Acre Tract in deed to Emerson Farm Company, Ltd. as recorded in Volume 5034, Page 158 of the Deed Records of Collin County, Texas (D.R.C.C.T.), and being more particularly described as follows:

COMMENCING at a point on the southeasterly line of that tract of land described as Tract B in Alma Road Right-of-Way Dedication Deed to the City of Allen, Texas as recorded in County Clerk's Document No. 03-0110815, D.R.C.C.T., said point being the intersection of the southeasterly right-of-way line of Alma Drive (variable width, 120 feet wide at this point) with the southerly right-of-way line of Bethany Drive (variable width right-of-way) as recorded in Volume 5136, Page 4915, D.R.C.C.T.;

THENCE South 77 degrees 01 minute 03 seconds East, along said southerly right-of-way line, a distance of 29.28 feet to a point for corner;

THENCE South 34 degrees 03 minutes 33 seconds East, continuing along said south right-of-way line, a distance of 28.20 feet to the POINT OF BEGINNING;

THENCE South 34 degrees 03 minutes 33 seconds East, continuing along said south right-of-way line, a distance of 73.96 feet to the point of curvature of a circular curve to the left having a radius of 2020.50 feet, whose chord bears South 36 degrees 18 minutes 23 seconds East a distance of 158.45 feet;

THENCE Easterly, continuing along said south right-of-way line and along said curve to the left, through a central angle of 04 degrees 29 minutes 40 seconds for an arc distance of 158.49 feet to the point of compound curvature of a circular curve to the left having a radius of 600.00 feet, whose chord bears South 42 degrees 06 minutes 22 seconds East a distance of 74.36 feet;

THENCE Easterly, continuing along said south right-of-way line and along said curve to the left, through a central angle of 07 degrees 06 minutes 19 seconds for an arc distance of 74.41 feet to the point of reverse curvature of a circular curve to the right having a radius of 600.00 feet, whose chord bears South 43 degrees 43 minutes 59 seconds East a distance of 40.33 feet;

THENCE Easterly, continuing along said south right-of-way line and along said curve to the right, through a central angle of 03 degrees 51 minutes 07 seconds for an arc distance of 40.34 feet to the point of reverse curvature of a circular curve to the left having a radius of 2015.50 feet, whose chord bears South 56 degrees 58 minutes 36 seconds East a distance of 1054.84 feet;

THENCE Easterly, continuing along said south right-of-way line and along said curve to the left, through a central angle of 30 degrees 20 minutes 23 seconds for an arc distance of 1067.27 feet to a point for corner;

THENCE departing said south right-of-way line and over and across the aforementioned Montgomery Farm Company tract, the following courses and distances to points for corners:

South 13 degrees 32 minutes 45 seconds West a distance of 585.59 feet;

South 43 degrees 02 minutes 28 seconds West a distance of 109.18 feet;

North 22 degrees 55 minutes 58 seconds West a distance of 88.27 feet;

South 87 degrees 41 minutes 13 seconds West a distance of 169.42 feet;
North 14 degrees 51 minutes 03 seconds West a distance of 96.04 feet;
North 45 degrees 28 minutes 41 seconds West a distance of 117.50 feet;
North 29 degrees 23 minutes 45 seconds West a distance of 600.88 feet;
North 36 degrees 34 minutes 14 seconds West a distance of 78.04 feet;
South 89 degrees 31 minutes 48 seconds East a distance of 16.60 feet;
North 71 degrees 29 minutes 25 seconds East a distance of 22.94 feet;
North 16 degrees 31 minutes 04 seconds East a distance of 9.85 feet;
North 73 degrees 27 minutes 07 seconds West a distance of 77.47 feet;
North 46 degrees 55 minutes 01 seconds East a distance of 19.18 feet;
North 33 degrees 41 minutes 02 seconds West a distance of 9.65 feet;
South 70 degrees 37 minutes 25 seconds West a distance of 48.51 feet;
North 21 degrees 51 minutes 33 seconds West a distance of 43.39 feet;
North 81 degrees 19 minutes 56 seconds West a distance of 123.25 feet;
North 25 degrees 07 minutes 20 seconds West a distance of 86.11 feet;
North 16 degrees 34 minutes 20 seconds West a distance of 107.31 feet;
North 8 degrees 40 minutes 19 seconds East a distance of 113.26 feet;
North 23 degrees 05 minutes 40 seconds West a distance of 36.83 feet;
North 11 degrees 05 minutes 01 seconds East a distance of 26.80 feet;
North 25 degrees 23 minutes 59 seconds East a distance of 69.22 feet;
North 16 degrees 26 minutes 18 seconds West a distance of 121.26 feet;

THENCE North 55 degrees 56 minutes 17 seconds East a distance of 48.26 feet to the POINT OF BEGINNING and CONTAINING 590,087 square feet or 13.55 acres of land, more or less.

TRACT 2B

BEING a tract of land situated in the T.G. Kennedy Survey, Abstract No. 500, and being located in the City of Allen, Collin County, Texas, and being a part of that tract of land described as 98.266 Acre Tract in deed to Emerson Farm Company, Ltd. as recorded in Volume 5034, Page 00158 of the Deed Records of Collin County, Texas (D.R.C.C.T.), and being a part of that tract of land described in deed to The Montgomery Farm Company as recorded in Volume 1033, Page 891, D.R.C.C.T., and being more particularly described as follows:

COMMENCING at the northwest corner of that tract of land described as Angel Field West in deed to Emerson Farm Company, Ltd. as recorded in Volume 5034, Page 00158, D.R.C.C.T.;

THENCE North 01 degree 41 minutes 29 seconds East, along the prolongation of the west line of said Angel Field West, a distance of 138.77 feet to a point on the south right-of-way line of Bethany Drive (variable width right-of-way);

THENCE South 67 degrees 14 minutes 13 seconds West, along said south right-of-way line, a distance of 52.15 feet to the point of curvature of a circular curve to the right having a radius of 1133.50 feet, whose chord bears South 71 degrees 44 minutes 45 seconds West a distance of 178.22 feet;

THENCE Westerly, continuing along said south right-of-way line and along said curve to the right, through a central angle of 09 degrees 01 minute 04 seconds for an arc distance of 178.40 feet to the POINT OF BEGINNING;

THENCE South 01 degree 41 minutes 29 seconds West, departing said south right-of-way line and across said Montgomery Farm Company tract, a distance of 544.98 feet to a point for corner;

THENCE South 01 degree 49 minutes 29 seconds West, continuing across said Montgomery Farm Company tract, a distance of 364.36 feet to a point for corner;

THENCE South 88 degrees 23 minutes 06 seconds East, continuing across said Montgomery Farm Company tract, a distance of 215.00 feet to a point for corner on the common line between said Montgomery Farm Company tract and that tract of land described in deed to Southwest Guaranty Trust Company, Accepting Trustee of the William S. Montgomery Family Trust 1994 Dated August 3, 1994 as recorded in County Clerk's Document No. 96-0105327, D.R.C.C.T.;

THENCE South 01 degree 49 minutes 29 seconds West, continuing along said common line, a distance of 1484.18 feet to a point for corner ;

THENCE South 54 degrees 32 minutes 31 seconds East, continuing along said common line, a distance of 215.37 feet to a point for corner;

THENCE South 03 degrees 48 minutes 31 seconds East, continuing along said common line, a distance of 261.32 feet to a point for corner;

THENCE departing said common line and over and across said Montgomery Farm Company tract, the following courses and distances to points for corners:

North 40 degrees 02 minutes 05 seconds West a distance of 115.52 feet;

North 23 degrees 27 minutes 55 seconds West a distance of 96.68 feet;

North 37 degrees 21 minutes 52 seconds West a distance of 80.34 feet;
North 51 degrees 28 minutes 35 seconds West a distance of 352.18 feet;
North 79 degrees 47 minutes 41 seconds West a distance of 246.16 feet;
North 56 degrees 28 minutes 11 seconds West a distance of 252.96 feet;
North 65 degrees 05 minutes 17 seconds West a distance of 279.98 feet;
North 71 degrees 33 minutes 21 seconds West a distance of 164.55 feet;
North 86 degrees 31 minutes 20 seconds West a distance of 128.88 feet;
North 80 degrees 57 minutes 40 seconds West a distance of 56.20 feet;
North 47 degrees 57 minutes 40 seconds West a distance of 119.00 feet;
North 75 degrees 57 minutes 40 seconds West a distance of 71.00 feet;
North 40 degrees 57 minutes 40 seconds West a distance of 71.01 feet;
North 24 degrees 58 minutes 11 seconds West a distance of 92.28 feet;
North 48 degrees 20 minutes 46 seconds West a distance of 146.85 feet;
North 14 degrees 25 minutes 31 seconds West a distance of 153.47 feet;
North 11 degrees 26 minutes 05 seconds East a distance of 189.70 feet;
North 04 degrees 17 minutes 38 seconds West a distance of 167.97 feet;
North 19 degrees 20 minutes 58 seconds West a distance of 86.61 feet;
North 65 degrees 51 minutes 26 seconds West a distance of 117.36 feet;
North 32 degrees 43 minutes 19 seconds East a distance of 46.50 feet;
South 88 degrees 19 minutes 18 seconds East a distance of 279.36 feet;
North 55 degrees 01 minute 07 seconds East a distance of 272.35 feet;
North 06 degrees 05 minutes 31 seconds East a distance of 507.21 feet;
South 87 degrees 33 minutes 10 seconds East a distance of 229.08 feet;

THENCE North 12 degrees 33 minutes 49 seconds East, continuing across said Montgomery Farm Company tract, a distance of 381.32 feet to a point on a circular curve to the right having a radius of 1016.50 feet, whose chord bears South 74 degrees 47 minutes 58 seconds East a distance of 63.24 feet, said point being on the aforementioned south right-of-way line of Bethany Drive;

THENCE Southeasterly, continuing along said south right-of-way line and along said curve to the right, through a central angle of 03 degrees 33 minutes 55 seconds for an arc distance of 63.25 feet to the point of tangency;

THENCE South 73 degrees 01 minute 01 second East, continuing along said south right-of-way line, a distance of 103.00 feet to the point of curvature of a circular curve to the left having a radius of 1133.50 feet, whose chord bears South 88 degrees 22 minutes 52 seconds East a distance of 600.65 feet;

THENCE Easterly, continuing along said south right-of-way line and along said curve to the left, through a central angle of 30 degrees 43 minutes 42 seconds for a distance of 607.91 feet to the POINT OF BEGINNING AND CONTAINING 2,939,666 square feet or 67.49 acres of land, more or less.

Exhibit "B"
Description of the Park Property

BEING a tract of land situated in the J. Wilcox Survey, Abstract No. 1017, City of Allen, Collin County, Texas, the subject tract being a portion of a tract conveyed to Montgomery Tree Farms, LLC according to the deed recorded in Document No. 20090713000874160 of the Deed Records, Collin County, Texas (DRCCT), with the subject tract being more particularly described as follows:

BEGINNING at a point on the southeast line of Alma Drive, a variable width public right-of-way, for the northeast corner of a tract conveyed to the City of Allen (for park purposes) recorded in Volume 5195, Page 1107 DRCCT;

THENCE N 62°46'33" E, 29.99 feet along the southeast line of Alma Drive to a point from which a 5/8" iron rod with plastic cap found bears N 62°46'33" E, 773.37 feet;

THENCE departing Alma Drive, into said Montgomery Tree Farms tract, the following:

S 16°03'31" E, 155.55 feet;

S 22°38'43" E, 182.73 feet;

S 25°08'09" E, 829.02 feet;

S 11°50'18" E, 92.05 feet;

N 66°04'21" W, 69.58 feet;

S 81°49'16" W, 87.69 feet;

S 13°09'01" W, 85.31 feet;

S 18°32'28" E, 60.18 feet;

S 74°07'52" W, 57.09 feet;

N 78°36'19" W, 58.49 feet;

N 16°55'49" W, 138.22 feet;

N 68°48'23" W, 121.89 feet;

S 83°21'44" W, 68.92 feet;

And N 64°58'47" W, 62.60 feet to a point on the east line of Lot 1, Block B of the Dedication of Park & Flood Plain Land to the City of Allen, recorded in Cabinet J, Page 583, Plat Records, Collin County, Texas;

THENCE N 01°38'30" E, along the east line of Lot 1, passing at 565.81 feet the northeast corner thereof and the southeast corner of said City of Allen tract, and continuing along the east line thereof a total distance of 1079.08 feet to the POINT OF BEGINNING with the subject tract containing 330,252 square feet or 7.582 acres of land.