

ASSOCIATION DECLARATION

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This Association Declaration (this "Declaration") is made this 29th day of October 1987, by Electronic Data Systems Corporation, a Texas corporation ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of real property in Collin County, Texas, described on Exhibit "A" attached hereto ("Property"), which Property is a part of Declarant's development known as "Legacy" described on Exhibit "B" attached hereto ("Legacy");

WHEREAS, Declarant desired to create an entity which would have the powers and duties of maintaining certain common areas, common facilities and certain landscaped areas, enforcing the obligations hereunder, reviewing and approving plans and specifications for improvements to be built on the Property, collecting and disbursing the assessments hereinafter provided for and performing all other functions as set forth herein; and

WHEREAS, Declarant has caused Legacy Association (the "Association") to be incorporated as a nonprofit corporation according to the laws of the State of Texas for the purposes of exercising the functions set forth in this Declaration;

NOW THEREFORE, Declarant declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, charges and liens hereinafter set forth.

ARTICLE I - GENERAL

- 1.1 Definitions. The following words or phrases, when used in this Declaration, unless the context shall otherwise clearly indicate or prohibit, shall have the following meanings:
- a. "Association" shall mean Legacy Association.
 - b. "Board" shall mean the duly constituted board of directors of the Association.
 - c. "Building Site" shall mean any single parcel of land within the Property on which Site Improvements (as hereinafter defined) are to be constructed.
 - d. "CCR's" shall mean the multiple Declarations of Covenants, Conditions and Restrictions heretofore, contemporaneously or hereafter executed by Declarant which affect various parcels of property within Legacy.
 - e. "Common Areas" shall mean those portions of Legacy lying within (i) the unpaved portion of all Streets (as hereinafter defined); (ii) the entryway signage easements reserved by Declarant on each side of any six-lane divided road in Legacy at the point where it intersects the boundary of Legacy for common signage, theme landscaping and ground-mounted lighting; (iii) the flood plain or flood prone area, as designated by the Federal Emergency Management Association or the City of Plano, along White Rock Creek (the "White Rock Creek Drainage Area"); and (iv) any other areas designated as Common Areas by the Majority Vote of the Class A Members (as hereinafter defined) in Legacy with the concurrence of Declarant ("Additional Common Areas").
 - f. "Common Facilities" shall mean (i) all Landscaping (as hereinafter defined) planted or installed within the Common Areas; (ii) lighting equipment and signage installed in the

Common Areas by Declarant or by an entity authorized by Declarant; (iii) the well and related equipment for any irrigation systems that may be drilled and installed within Legacy by, and at the option of, Declarant for the purpose of providing water for use in the White Rock Creek Drainage Area or for providing an alternative source of water available for irrigating the Common Areas (the "Water Wells"); and (iv) any other improvements installed in the Common Areas (except, with respect to Additional Common Areas, only those other improvements installed in the Additional Common Areas with the approval of a Majority Vote of the Class A Members with the concurrence of Declarant shall be included in this definition).

- g. "Declarant" shall mean Electronic Data Systems Corporation and its successors and assigns and shall include any person or entity to which Declarant may assign its rights, privileges, duties and obligations hereunder, which are and shall be assignable.
- h. "Landscaping" shall mean any of the following: plants, including, but not limited to, grass, vines, ground cover, trees, shrubs, flowers, mulch and bulbs; rocks; landscaping edging; water features; berms; hardscape; irrigation systems and related improvements and related materials.
- i. "Legacy" shall mean the real property described in the attached Exhibit "R" and any additions thereto made by Declarant provided that only property that is contiguous to (or across a public right-of-way from) Legacy may be added to Legacy. Such additional property may be made a part of Legacy only by Declarant, without the necessity of the joinder of any other party, filing of record in Collin County, Texas (and in Denton County, Texas, if the additional property is located in such county), a document designating and describing the property to be added to Legacy.
- j. "Owner" shall mean each and every person or entity who is a record owner of a fee simple interest or undivided fee simple interest in a parcel of land within Legacy; except, however, that the term "Owner" shall not include (i) the United States of America, the State of Texas or the City of Plano to which any parcel is conveyed for any public purpose, unless such entity agrees in writing to be bound by this Declaration; (ii) any public utility to which any parcel is conveyed for purposes other than general office use unless such utility agrees in writing to be bound by this Declaration; or (iii) any person or entity who holds only a lien or interest in any portion of Legacy as security for the performance of any obligation. If such parcel is subject to a condominium, townhouse or other multi-owner regime, the owners' association representing such multi-owner regime, and not individual unit owners, shall be deemed the "Owner" thereof.
- k. "Site Improvements" shall mean any and all changes to a Building Site, through initial construction, later construction or maintenance, which are intended to be temporary or permanent in nature (other than changes made during a period of construction which will be removed when the construction period is complete), including, but not limited to, all buildings and roof structures, parking areas, loading areas, vehicle circulation lanes and approaches, utility and drainage systems, surface parking areas and parking structures, exterior lighting, sculptures, sidewalks, fences, walls, landscaping, poles, antennas, towers for communications or other purposes, ponds, lakes, fountains, swimming pools, tennis courts, signs, changes in any exterior or color or shape, glazing or reglazing of exterior windows and any new exterior construction or exterior improvement which may not be included in any of the foregoing. "Site Improvements" include both original improvements and all later changes and improvements.

1. "Street" shall mean any land located within an easement or a right-of-way within Legacy now or at any time hereafter dedicated to an appropriate governmental entity for public use as a roadway for motor vehicles.

Other terms used in this Agreement are defined in various provisions contained herein.

- 1.2 Property Subject to Agreement. The Property covered by this Agreement is described in Exhibit "A" attached hereto. Any right, title and interest therein owned or held shall be subject to this Declaration and the covenants, conditions, charges and liens set forth herein, as the same may be added to, modified or deleted in accordance with the provisions of this Declaration. NO OTHER PARCEL OF LAND IS SUBJECT TO OR COVERED BY THIS DECLARATION. THE INCLUSION OF THE EXHIBIT "B" DESCRIPTION OF LEGACY AS A PART OF THIS DECLARATION IS FOR REFERENCE PURPOSES ONLY. IT IS NOT INTENDED THAT THIS DECLARATION, AND THIS DECLARATION DOES NOT, ENCUMBER OR AFFECT THE TITLE TO ANY TRACT OTHER THAN THE PROPERTY DESCRIBED ON THE ATTACHED EXHIBIT "A."
- 1.3 Duties of the Association. The Association shall keep and maintain the Common Facilities within Legacy and lighting in the Common Areas (to the extent not maintained by the City of Plano) in a good, clean and orderly condition and shall have the following other specific duties and obligations:
- a. keeping, maintaining, irrigating and, as necessary, replacing all Landscaping in the Common Areas;
 - b. keeping the sidewalks in the Common Areas, to the extent reasonably practical, free of debris;
 - c. maintaining, repairing and replacing the "Legacy" signs, and ground-mounted lighting therefor within the entryway signage easements as described in Section 1(e)(ii) of this Article I;
 - d. keeping and maintaining in good working order the Water Wells and related equipment;
 - e. maintaining, irrigating and, as necessary, replacing the Landscaping on the Raccus Cemetery which is presently surrounded by Legacy;
 - f. reviewing and approving or disapproving plans and specifications for all Site Improvements to the Property as provided in Article V below; and
 - g. performing the duties and obligations and exercising the rights of the Association under this Declaration and the CCR's.

ARTICLE II - THE ASSOCIATION AND MEMBERSHIP AND VOTING RIGHTS

- 2.1 The Association. The Association has been established to provide for the administration and enforcement of this Declaration and of the CCR's. There is only one Association in Legacy in which all owners of property within Legacy will be members. The terms "Owner" and "Member" mean and refer to not only all owners of parcels of the Property but also all Owners of parcels throughout Legacy.
- 2.2 Membership. Each and every Owner of record of a parcel within the Property shall automatically become, and must remain, a member of the Association ("Member"). Membership in the Association shall be appurtenant to, and may not be separated from, ownership of the portion of the Property owned by such Member. Any transfer of title shall operate automatically to transfer membership in the Association appurtenant to such parcel to the new Owner or Owners thereof. All Owners shall notify the Association of any transfer of title of any parcel located within Legacy.

2.3 Member in Good Standing. A Member shall be considered to be a "Member In Good Standing" and eligible to vote if such Member:

- a. has, within ten days prior to the taking of any vote by the Association, fully paid all Assessments (hereinafter defined) or other charges levied by the Association, as such Assessments or charges are provided for in Article III;
- b. does not have a lien filed by the Association against the parcel owned by it; and
- c. has discharged all other obligations to the Association as may be required of Members hereunder or under the Articles of Incorporation and Bylaws of the Association and resolutions adopted by the Association.

The Board shall have sole authority for determining the good standing status of any Member at any time and shall make such determination with respect to all Members prior to a vote being taken by the Association on any matter. The Board shall have the right and authority, in its sole discretion, to waive the ten-day prior payment requirement and require only that such payment be made at any time before such vote is taken if the Board shall determine, in its own judgment, that extenuating circumstances exist which have prevented prior payment. Any Member not conforming with the provisions of this Section 3 of this Article II shall be declared by the Board not to be a Member in Good Standing and shall be disqualified from voting on matters before the Association until such time as Member in Good Standing status is attained and so declared by the Board.

2.4 Classes of Voting Members. The Association shall have two classes of voting membership.

Class A. "Class A Members" initially shall be all Members with the exception of Declarant but shall include Declarant when Declarant is converted from a Class B Member to a Class A Member as provided below. Class A Members shall be entitled to one vote for each acre (rounded to the nearest acre) of property within Legacy owned by such Member as of the date of the notice of the meeting at which the vote is to be cast. If any parcel of Legacy is owned by more than one Member, the number of votes attributable to such parcel shall be the same number of votes as if there were only one Owner of such parcel (that is, the total number of votes is based upon the acreage of each parcel and not upon the number of Owners of such parcel), and the votes attributable to such parcel may be cast only if all of such Members, prior to the time of the vote in question, have delivered to the Association a written agreement as to how such votes are to be cast or a written designation of one of such Members to cast the votes attributable to such parcel. Any Member who is not an individual must designate a representative to act for such Member in Association matters and to cast votes for such Member, such designation to be made in writing to the Board. An Owner may delegate its right to vote to any tenant occupying its parcel provided such delegation is made in writing delivered to the Board.

Class B. The "Class B Member" shall be Declarant. The Class B Member shall be entitled to ten votes for each acre (rounded to the nearest acre) of property within Legacy owned by Declarant as of the date of the notice of the meeting at which the vote is to be cast. Notwithstanding anything contained herein to the contrary, the Class B membership shall cease, and Declarant shall be converted to Class A membership, when Declarant shall have sold and conveyed to unrelated third parties 85 percent or more of the property within Legacy (exclusive of Streets and the portion of the property within Legacy used at such time as Declarant's national headquarters).

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- 2.5 Voting, Quorum and Notice Requirements. Members holding one-third of the aggregate votes entitled to be cast by Members in Good Standing, represented at a meeting of the Members in person or by a legitimate proxy in a form approved by the Board, shall constitute a quorum for voting on matters brought before the Members at meetings called by the Board. The vote of the majority of those votes entitled to be cast by the Members present or voting by legitimate proxy at a called meeting at which a quorum of Members in Good Standing is present (the "Majority Vote of the Members") shall be the act of the Association. The term "Majority Vote of the Class A Members" as used in this Declaration shall mean the same as Majority Vote of the Members but will be applicable only to Class A Members. Notice requirements for all action to be taken by the Members of the Association shall be as set forth herein or in its Bylaws, as the same may be amended from time to time.

ARTICLE III - ASSESSMENTS

- 3.1 Covenants for Assessment. Each Owner of a parcel within the Property, by acceptance of a deed or other conveyance therefor whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree (and such covenant shall be deemed to constitute a portion of the purchase money consideration for acquisition of such Owner's interest) to pay the Association or to an independent entity or agency which may be designated by the Association to receive such monies, the following assessments (the "Assessments"):
- a. regular annual assessments as provided in Section 2 of this Article III;
 - b. special group assessments as provided for in Section 3 of this Article III; and
 - c. special member assessments as provided in Section 4 of this Article III.
- 3.2 Regular Assessment. "Regular Assessments" shall be determined, assessed and expended on a fiscal year basis beginning on January 1 and ending on December 31 of each year, which shall be the fiscal year of the Association. Regular Assessments shall be used for:
- a. the payment of costs incurred in connection with the maintenance, repair and replacement of the Common Facilities;
 - b. the payment of costs incurred in connection with the landscape maintenance of the Baccus Cemetery which is presently surrounded by Legacy;
 - c. the payment of costs incurred in connection with the performance by the Board of the functions described in Article IV of this Declaration and for the carrying out of the purposes of this Declaration and the CCR's; and
 - d. the establishment of the reserve fund as provided for in Section 5 of this Article III.

Each year while this Agreement is in force, the Board shall set the amount of the Regular Assessment to be levied for the next calendar year, taking into consideration the costs of the above listed items for the then current year, expected normal increases in such costs over the next year and additional future needs, including, but not limited to, the establishment and maintenance of a reserve fund as provided for herein. The Regular Assessment for each fiscal year shall be set by the Board by December 1 of the year preceding. Regular Assessments for each fiscal year shall be allocated among all Owners, including, but not limited to, Declarant, in the same ratio that the number of acres of land in Legacy owned by such Owner bears to the

total number of acres of land owned by all Owners. Should any surplus exist at the end of any year, the next Regular Assessment shall be reduced by such surplus.

3.3 Special Group Assessments. In addition to the Regular Assessments, the Association, by the Majority Vote of the Members, may levy at any time a "Special Group Assessment" for the purpose of:

- a. defraying, in whole or in part, the cost of any unexpected reconstruction, repair or replacement of any of the Common Facilities covered by the Regular Assessments, including, but not limited to, the necessary fixtures and personal property related thereto;
- b. responding to unusual or emergency needs of the Association as may occur from time to time;
- c. maintaining the reserve fund as provided for in Section 5 of this Article III; or
- d. paying the cost of any unanticipated expenses intended to be paid by Regular Assessments.

Such Special Group Assessment shall be allocated among Owners in the same manner as Regular Assessments are allocated among Owners.

3.4 Special Member Assessments. In addition to the Regular Assessments and Special Group Assessments, the Board may levy a "Special Member Assessment" on any Owner for the purpose of:

- a. defraying, in whole or in part, the cost of any unexpected damage or loss requiring maintenance, repairs or replacement of items under the supervision or control of the Association which damage or loss has been determined by the Board to have been caused, either directly or indirectly, by the willful or negligent acts of the Owner to be levied against, or by such Owner's employees, agents or other persons acting or failing to act with such Owner's authorization, approval or acquiescence; provided, however, that the Board must first conclude, in its sole exercise of reasonable discretion, that sufficient evidence exists to support a determination that said damage or loss was caused, directly or indirectly, by the willful or negligent act of such Owner or such Owner's employees, agents or persons whose actions were authorized or approved by such Owner; or
- b. reimbursing the Association for any and all costs incurred by the Association in maintaining in a neat and orderly manner the Landscaping on such Owner's parcel including the removal of trash, litter or abandoned items that the Owner thereof fails to maintain as required by the provisions of this Declaration, provided that such Owner fails to correct such deficiency within ten days after written notice thereof is given by the Board to such Owner.

3.5 Reserve Fund. A reserve fund may be established under control of the Board to be used for unexpected maintenance, repair or replacement relating to the Common Facilities or for the performance of other duties of the Association. Such reserve funds shall be maintained and accounted for separately from other Association funds.

3.6 Due Date of Assessments. Regular Assessments shall become due and payable on January 1 of each year and shall be delinquent if not paid by January 31 of such year; provided, however, the Board shall have the right to require payment of Regular Assessments more frequently than annually if it deems such is appropriate. The due date of any special Assessment under Section 3 or Section 4 of this Article III shall be fixed in the notice to Owner(s) providing notification of such Assessment.

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- 3.7 Owner's Personal Obligation for Payment of Assessments.** The Assessments provided for in this Article III shall be the personal and individual debt of the Owner(s) of the property covered by such Assessments. No Owner may exempt itself from liability for such Assessments. In the event of default in the payment of any such Assessment, the Owner(s) of the property shall be obligated to pay interest at the maximum lawful rate on the amount of such Assessment from the delinquent date thereof, together with all costs and expenses, including, but not limited to, reasonable attorneys' fees incurred by the Association in connection with such delinquency.
- 3.8 Assessment Lien and Foreclosure.** All sums assessed in the manner provided for in this Article III but unpaid, together with interest as provided herein and the costs of collection, including, but not limited to, reasonable attorneys' fees as hereinafter provided, are secured by a continuing lien and charge on the property covered by such Assessment, which shall bind such property in the hands of the Owner(s) and its heirs, successors, devisees, personal representatives and assignees. The aforesaid lien shall be superior to all liens other than a deed of trust or mortgage constituting a lien on the land of an Owner, or any sale and leaseback agreement or lease and subleaseback agreement whereby an Owner sells and simultaneously acquires a possessory interest under a lease from or other agreement with such transferee and the lien of real estate taxes. The Association shall have the power to subordinate the aforesaid Assessment lien to any other lien. Such power shall be entirely discretionary with the Association. To evidence the aforesaid Assessment lien, the Association shall prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, name of the Owner(s) of the property covered by such lien and a description of the property. Such notice shall be signed by one of the officers of the Association and shall be recorded in the office of the County Clerk of the county or counties in which such property lies. Such lien for payment of Assessments shall attach with the priority above set forth on the date that such payment becomes delinquent as set forth in Section 6 of this Article III and may be enforced by foreclosure of the lien upon the defaulting Owner's property by the Association subsequent to the recording of the notice of Assessment lien as provided above either by judicial foreclosure or by nonjudicial foreclosure through a public sale in like manner as a mortgage on real property in accordance with Section 51.002, Texas Property Code as such may be revised, amended, supplemented or replaced from time to time. In addition, the Association may institute suit against the Owner(s) personally to obtain a judgment for unpaid assessments. In any foreclosure proceeding, whether judicial or non-judicial, or in any other suit against the Owner(s), the Owner(s) shall be required to pay the costs, expenses and reasonable attorneys' fees incurred by the Association. The Association shall have the power to buy the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any mortgagee holding a prior lien on any part of the Property, the Association shall report to said mortgagee any assessments which are delinquent and unpaid at the time of the report.

ARTICLE IV - ASSOCIATION BOARD OF DIRECTORS

- 4.1 Creation of Board.** The Association shall be governed by the Board as elected by a Majority Vote of the Members. The size and composition of the Board, its method of election and its duties and authorities shall be as provided in its Articles of Incorporation, its By-Laws and this Declaration. The Board shall exist and function solely for the benefit of Legacy and for the benefit of individual Members.
- 4.2 Control of Assessment Funds.** The Board shall be responsible for the setting, collection and disbursement of Assessments, subject to any prior approval of the Majority Vote of the Members with respect to Special Group Assessments. In general, the Board shall be empowered

to take the following actions and to expend Regular Assessment and Special Group Assessment funds for the following purposes:

- a. the maintenance of the Common Areas and the Common Facilities as exist from time to time and the Raccus Cemetery and for the maintenance of Common Facilities on the Additional Common Areas which are subject to the approval required under Sections 1(e) and 1(f) of Article I of this Declaration and the payment of ad valorem taxes on Common Areas owned by the Association;
- b. the employment of personnel, independent consultants or contractors to perform day-to-day operations of the Association and the employment of other personnel as the Board shall determine to be necessary or desirable for effective operation of the Association; provided, however, the directors of the Association shall not be paid any salary or other compensation for serving in such capacity;
- c. the employment of legal, accounting, engineering, architectural or other independent professional or consulting services;
- d. the purchase of a policy or policies of insurance insuring the Association, the Board and the DRB (as hereinafter defined) against any liability to the public or to the Owners (and/or visitors or occupants), incident to operation of the Association;
- e. the purchase of fidelity bonds as provided hereunder; and
- f. the payment for office and leasing costs and for any other materials, supplies, furniture, labor, services, maintenance, repairs, alterations, insurance, taxes or assessment (including Assessments levied against an individual Owner) which the Board is required to obtain or pay for pursuant to the terms of this Declaration or which, in its reasonable opinion, shall be necessary or proper for the operation or protection of the Association or for the enforcement of this Declaration or the CCR's, including, but not limited to, reasonable expenses of the DRB.

In addition to the expending of Regular Assessment funds for the aforementioned purposes, the Board also shall be empowered to expend funds collected through Special Group Assessments, Special Member Assessments and the reserve funds for those purposes set forth in Article III of this Declaration.

4.3 Additional Authorities and Duties of the Board. The Board shall have the following additional authorities and duties exercisable on behalf of the Association with respect to performance of the obligations of the Association hereunder and the right to expend Assessment funds to pay the costs thereof:

- a. to enter into agreements or contracts with respect to: (i) insurance coverage; (ii) utility installation, consumption and service matters necessary for the operation of any Common Facilities; (iii) construction and maintenance contracts; (iv) leases; and (v) design, engineering and other consultant contracts;
- b. to borrow funds to pay any costs of operation, secured by assignment or pledge of Assessments, as the Board may determine to be necessary and appropriate in accordance with this Agreement;
- c. to enter into contracts for goods and services or other purposes, to maintain one or more bank accounts and to have all the powers necessary or incidental as may be required for prudent operation and management of the Association;
- d. to sue or to defend in any court of law on behalf of the Association;

- e. to provide for and accumulate reserve funds to be used for repairs, replacement and/or maintenance, in such amounts and for such purposes as may be determined by the Board to be necessary and appropriate, subject to the provisions of Section 5 of Article III;
- f. to make, or cause to be made, any tax returns, reports or other filings required by federal, state or local governmental authorities;
- g. to adjust the amount, collect and use any insurance proceeds to repair or replace any damaged or lost property or to reimburse persons or entities entitled to receive reimbursement for injury, damage or losses, and, if said insurance proceeds are insufficient to provide full reimbursement as may be required, the Board may act to create funds through Special Group Assessments;
- h. to enforce the provisions of this Declaration and the CCR's and to enjoin action or seek damages and/or remedial action from any Owner for violation of this Declaration and the CCR's;
- i. to promulgate Development Guidelines (the "Development Guidelines") to serve as a guide for the DRB in reviewing and approving or disapproving plans and specifications for Site Improvements and to revise such from time to time as the Board, in its discretion, deems appropriate;
- j. to appoint the members of the DRB as described in Article V below;
- k. to maintain books and records with respect to all aspects of the business of the Association and to the levy, collection, receipt, administration, expenditure and disposition of all Assessments and other funds of the Association in accordance with sound accounting practices, and to permit any Owner (or a person designated by such Owner in writing) to inspect and copy the same upon reasonable notice during normal business hours at an office of the Association located in Collin or Dallas Counties;
- l. to take title by donation to land used for Additional Common Areas and Common Facilities that have been landscaped with all Common Facilities installed; and
- m. to contract with Declarant for the purchase of nonpotable water for irrigation purposes, which cost may include a share of the drilling and equipment costs for any irrigation system and Water Well, on such terms as the Board deems to be fair to the Association.

4.4 Affiliated Contracts. The Board, acting on behalf of the Association, shall have the full power and authority to contract with any Owner(s), including, but not limited to, Declarant, for the performance of services which the Association is obligated or authorized to perform, such contracts to be at competitive rates then prevailing for such services and upon such other terms and conditions, and for such consideration as the Board may deem advisable and in the best interest of the Association provided that the level of service received is consistent with that available from third parties.

4.5 Liability Limitations. No Member, director, officer or representative of the Association shall be personally liable for debts or liabilities of the Association. The directors and officers of the Association shall not be liable for any mistake of judgment, whether negligent or otherwise, except for their own individual willful misfeasance or malfeasance, misconduct or bad faith. Such directors and officers shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association, and the Association shall indemnify and hold such directors and

officers free and harmless from any and all expense, loss or liability to others on account of any such contract or commitment (to the extent not covered by insurance proceeds). In addition, each director and each officer of the Association shall be indemnified and held harmless by the Association from any expense, loss or liability to others (to the extent not covered by insurance proceeds) by reason of having served as such director or as such officer and against all expenses, losses and liabilities, including, but not limited to, court costs and reasonable attorneys' fees, incurred by or imposed upon such director or officer in connection with any proceeding to which he may be a party or have become involved by reason of being such director or officer at the time such expenses are incurred, except in cases wherein the expenses, losses and liabilities arise from a proceeding in which such director or such officer is adjudicated guilty of willful misfeasance or malfeasance, misconduct or bad faith in the performance of his duties. In the event of a settlement of any such proceeding, the indemnification provided hereby shall apply only when the Board approves such settlement and reimbursement as being in the best interests of the Association. Any right to indemnification provided for herein shall not be exclusive of any other rights to which a director or officer, or former director or officer, may be entitled. The Association shall purchase and maintain directors' and officers' insurance on behalf of any person who is or was a director or officer of the Association against any liability asserted against him and incurred by him in such capacity or arising out of his status as such.

- 4.6 Insurance. The Association, acting through the Board, shall have the right to purchase, carry and maintain in force, to the extent such is available (a) liability insurance covering any employees and any and all portions of the Common Areas, and any improvements thereon or appurtenant thereto, for the interest of the Association, the Board, the Association's agents and employees and of all Members, in such coverage amounts and with such endorsements as shall be considered by the Board, in its sole discretion, to be necessary and reasonable; (b) errors and omissions insurance for the Board and officers of the Association; and (c) fidelity bonds for Board members, officers or employees of the Association as determined to be appropriate by the Board. The Board shall carry such insurance at such limits of coverage and with financially sound companies licensed to do business in Texas as the Board deems appropriate. The Association shall use any net insurance proceeds for the purpose the insurance was intended including the repair and/or replacement of any damaged or lost property, whether real or personal. Any unused balance from the proceeds of insurance paid to the Association shall be retained by the Association and deposited in its reserve fund as provided for in Section 5 of Article III. Should insurance proceeds be insufficient to fully reimburse any loss or damage, the Association may levy a Special Group Assessment or a Special Member Assessment, whichever is applicable, to cover such deficiency.

ARTICLE V - DESIGN REVIEW BOARD

- 5.1 Creation. The Association shall establish and maintain a Design Review Board (the "DRB") consisting of not fewer than three members. While Declarant is a Class B Member, the appointment of the members of the DRB shall be made by the Board with the approval of Declarant, and any and all members of such DRB may be removed by the Board or Declarant, at any time, without cause. After Declarant becomes a Class A Member as provided in Section 4 of Article II above, the Board then shall have the exclusive right and authority at any time, and from time to time thereafter, to create and fill vacancies on the DRB and to remove members of the DRB at any time with or without cause. All construction and external modification of Site Improvements on the Property must be approved in advance by the DRB as provided in this Declaration.

5.2 Function of Design Review Board. The function of the DRB is to review and approve or disapprove plans and specifications for Site Improvements proposed to be installed on Building Sites within Legacy. No Site Improvements shall be erected, constructed, placed, altered, modified, demolished, remodeled, maintained or permitted to remain on any portion of the Property until plans and specifications, in such form and detail as the DRB may deem necessary, shall have been submitted to the DRB and approved by it in writing. The DRB shall have the authority to select and employ professional consultants to assist it in discharging its duties, the cost of such consultants to be paid by the Owner. The Owner shall be responsible for paying the full costs of each review whether or not submitted plans and specifications are approved. The process of reviewing and approving plans and specifications is one which of necessity requires that the DRB is called upon from time to time to make subjective judgments. The DRB is given full power and authority to make any such subjective judgments and to interpret the intent and provisions of this Declaration, the CCR's and the Development Guidelines in such manner and with such results as the DRB, in its sole discretion, may deem appropriate, and in the absence of an adjudication by a court of competent jurisdiction to the contrary, such action by the DRB shall be final and conclusive. While the Development Guidelines are intended as a general guide for development on the Property, the DRB shall have the right to grant variances from the Development Guidelines as it, in its sole judgment, deems appropriate. The DRB shall have the sole discretion to determine whether plans and specifications submitted to it for approval are acceptable, and the DRB shall be entitled and empowered to enjoin or remove any construction undertaken pursuant to plans and specifications that have not been approved in writing by the DRB. Site Improvements are to be constructed in accordance with the Development Guidelines in existence as of the date such construction plans are submitted to the DRB as required hereunder. Subsequent changes to the Development Guidelines shall not require changes in existing construction previously approved by the DRB.

5.3 Plans and Specifications

- a. The DRB shall have the right to disapprove any submitted plans that are not in compliance with this Declaration and the Development Guidelines, if they are incomplete or if the DRB reasonably determines that such plans are deficient from an engineering or design standpoint. The DRB may have its approval or disapproval on, among other things:
1. architectural character and design of all proposed Site Improvements, taking into consideration the aesthetic quality of any structures with respect to height, form, proportion, volume, siting, exterior materials (with regard to type, scale, texture, color and durability) and proposed quality of workmanship;
 2. adequacy of Building Site dimensions for proposed Site Improvements;
 3. conformity and harmony of external design with neighboring sites within Legacy and types of operations and uses thereof;
 4. relation to topography, grade and finish ground elevations to that of neighboring sites within Legacy;
 5. screening of mechanical and other installations;
 6. functional appropriateness with respect to vehicle handling, siting of buildings (both in relationship to one another and in relationship to buildings, existing or proposed, located on other sites within Legacy), drainage, utility service systems and lighting;

7. extent and quality of landscaped areas;
8. exterior signing; or
9. compliance with the purpose and general plan, intent and provisions of this Declaration, the relevant CCR's (meaning the CCR's affecting the tract on which the Site Improvements then under review are to be constructed) and the Development Guidelines.

The DRB shall be available on a reasonable basis, upon reasonable request of an Owner, to meet with an Owner or its representatives to discuss and answer questions concerning proposed Site Improvements and their compliance with this Declaration, the relevant CCR's and the Development Guidelines.

- b. There shall be a preliminary submission at which time the Owner or its designated representative shall submit two full sets of preliminary plans and specifications at an appropriate scale showing, with respect to the Site Improvements proposed to be constructed on the applicable Building Site, all of the information drawings and data specified and required in the Development Guidelines and such other information as may be required by the DRB. Within 30 days of the receipt of the preliminary plans and specifications, a meeting shall be held between the DRB and the Owner or its designated representatives, and the DRB shall provide to the Owner or its designated representative written comments (or a marked set of drawings showing comments) as to said preliminary plans and specifications for guidance in preparation of the final construction drawings and specifications. Within five business days of its receipt of the preliminary plans and specifications submitted by the Owner, the DRB shall advise the Owner of any further preliminary plans or specifications required to be submitted or if such submission is complete, and the aforesaid 30-day period shall commence on the date of the notification to the Owner that such submission is complete.
- c. By no later than 30 days prior to the projected date for commencement of construction, there shall be a final submission to the DRB at which time the Owner or his designated representative shall submit detailed information in writing regarding the proposed use of the Property, copies of all applications for governmental permits and any accompanying correspondence, site plans, all plans to be submitted for governmental approval, a survey tied to two Legacy monuments showing exact location and elevation of the Site Improvements and two full sets of final construction drawings and specifications prepared by an architect, professional engineer and/or land surveyor (as appropriate) registered under Texas law, bearing the signature, seal and certification of such architect, professional engineer and/or land surveyor at an appropriate scale showing, with respect to the Site Improvement proposed to be constructed on the applicable Building Site, all of the information, drawings and data specified and required in the Development Guidelines and such other information as may be required by the DRB. The plans shall be accompanied by the written certification by the Owner's architect that the Site Improvements comply with the provisions of the Development Guidelines, the relevant CCR's and this Declaration. If any of the plans or specifications that are submitted do not comply with this Declaration, the CCR's or the Development Guidelines, the Owner's architect, in such certificate, shall specify and explain any noncompliance.
- d. Approval of plans and specifications shall be based upon a determination by the DRB as to whether or not in its judgment such plans and specifications adequately meet objectives established for the Property with regard to aesthetic quality, as well as meeting certain functional and other requirements created

by this Declaration, the relevant CCR's and the Development Guidelines, by the Board and by the DRB. The DRB shall advise the Owner of any portion of the plans or other submissions disapproved by the DRB and the reasons for such disapproval. Approval of any plans and specifications with regard to certain Site Improvements on the Property or on any other tracts within Legacy, or the granting of any variances from the Development Guidelines, shall not be deemed a waiver of the DRB's right, in its discretion, to disapprove similar plans and specifications, or any of the features or elements included therein, for any other Site Improvements or to refrain from granting similar variances.

- e. Should the DRB fail to either approve or disapprove plans and specifications within 30 days after submittal thereof to the DRB in a form and fully complete as required by the DRB, it shall be conclusively presumed that the DRB has approved such submitted plans and specifications.
- f. If work is not commenced within one year from the date of such approval, then the approval given pursuant to this Article V shall be deemed revoked by the DRB, unless the DRB extends in writing the time for commencing work. In any event, all work covered by such approval shall be completed within three years of the commencement thereof, except for such period of time as such completion is rendered impossible or would result in great hardship due to strikes, fires, national emergencies, critical materials shortages or other intervening forces beyond the reasonable control of the Owner, unless the DRB extends in writing the time for completion.

5.4 Inspections. The DRB, or its designees, shall have the right during reasonable business hours to enter upon and inspect any Building Site and any Site Improvement then under construction to determine whether or not the plans thereof have been approved by the DRB. The Owner shall not be responsible for, and the Association shall indemnify such Owner from and against, any damages or injuries to any party making such inspection unless such damages or injuries result from the negligence or willful misconduct of such Owner. If the DRB shall determine that such plans have not been approved or that plans which have been so approved are not being substantially complied with, the DRB may in its discretion give the Owner written notice to such effect, and thereafter, the Board and the DRB shall be entitled to enjoin further construction and to require the removal or correction of any work in place that does not comply with approved plans. If any Site Improvements shall be altered or replaced or maintained on any parcel otherwise than in substantial conformity with the approved Plans thereof, such action shall be deemed to have been undertaken without requisite approval of the DRB and to be in violation of this Declaration or the relevant CCR's; and the Board and the DRB shall be entitled to take action as permitted under this Declaration or under the relevant CCR's with respect thereto.

5.5 Interior Alterations. The Owner may make improvements and alterations within the interior of any building on the Property without first obtaining DRB approval thereof; provided, however, that no Owner shall make any such improvements or alterations or remove any portion thereof or make any additions thereto or do anything else that would change the exterior appearance or use of such Site Improvements without first submitting plans therefor to and obtaining the written approval thereof from the DRB.

5.6 Changes. No construction or use that is inconsistent with, in addition to or materially different from any previously approved Plans shall be commenced or permitted until the plans reflecting such change or addition have been submitted to and approved by the DRB in accordance with this Article V.

- 5.7 Limitation of Liability. Declarant, the Association, the Board or any of its members and the DRB or any of its members shall not, individually or in combination, be liable in damages or otherwise to anyone or any business entity submitting plans or specifications for approval, or to any Owner of the Property, by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any plans and specifications submitted. Declarant, the Association, the Board or any of its members and the DRB or any of its members shall not, individually or in combination, be liable in damages or otherwise in connection with any construction, design, engineering or defect associated with any Site Improvement constructed on the Property. APPROVAL OF PLANS AND SPECIFICATIONS BY THE DRB DOES NOT CONSTITUTE ANY WARRANTY OR REPRESENTATION THAT SUCH PLANS AND SPECIFICATIONS COMPLY WITH GOVERNMENTAL REQUIREMENTS OR PRUDENT CONSTRUCTION PRACTICES. IT IS THE SOLE RESPONSIBILITY OF THE OWNER TO DETERMINE AND SEE THAT ITS PLANS AND SPECIFICATIONS COMPLY WITH SUCH REQUIREMENTS AND PRACTICES.
- 5.8 Certificate of Compliance. Upon request by an Owner who has complied with the provisions of this Article V, the DRB shall deliver to such Owner a written certification of such compliance in recordable form, and such certificate shall be conclusive evidence of such compliance.
- 5.9 Documentation. Within 60 days after completion of any Site Improvements, the Owner of such Building Site shall provide to the Association as-built site, utility and landscape plans tied to at least two of the survey monuments located on Legacy and such other as-built information which may reasonably be requested by the Board or the DRB.

ARTICLE VI - MISCELLANEOUS PROVISIONS

- 6.1 Binding Effect and Duration. The provisions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by Declarant, the Association and the Owners and their respective legal representatives, heirs, successors and assigns, for a term of 20 years from the date that this Declaration is recorded in the Deed Records of Collin County, Texas, after which time said Declaration shall automatically be extended for three successive periods of ten years each, unless an instrument executed and duly acknowledged by a two-thirds vote of the Class A Members then owning land in the Property and concurred in by Declarant, without the necessity of the joinder of any other party, has been recorded in the Deed Records of Collin County, Texas, agreeing to abolish this Declaration.
- 6.2 Amendment. This Declaration may be amended only by a written amendment executed by a Majority Vote of the Class A Members then owning land in the Property and by Declarant and signed by the Members voting in favor of such amendment, with such amendment to be recorded in the Deed Records of Collin County, Texas; provided, however, no amendment shall affect the second sentence of Paragraph 8 of Article III of this Declaration without the written consent of the Owner of the Property. The joinder of any other party is not required for such amendment to be effective.
- 6.3 Enforcement. Declarant, the Association or any of the Owners shall have the right (but not the duty) to enforce the covenants, conditions and restrictions set out in this Declaration. Enforcement shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any part of this Declaration or of any supplementary declaration, either to restrain violation or to recover damages, and against the land, to enforce any lien created by the provisions of this Declaration; and failure by Declarant, the Association or any Owner to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter. With respect to any litigation hereunder, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs from the nonprevailing party.

- 6.4 Validity and Severability. Violation of or failure to comply with the provisions of this Declaration shall not affect the validity of any mortgage, bona fide lien or other similar security instrument which may then be existing as an encumbrance on any part of the Property. Invalidation of any one or more of the provisions of this Declaration, or any portions thereof, by a judgment or court order shall not affect any of the other provisions herein contained, which shall remain in full force and effect.
- 6.5 Interpretation. The Board shall have the right, power and authority to determine all questions arising under or in connection with this Declaration, the Articles of Incorporation and Bylaws of the Association and to construe and interpret their provisions, and any determination, construction or interpretation made by the Board, in the absence of an adjudication by a court of competent jurisdiction to the contrary, shall be binding on the Owners. The effective date of this Declaration shall be the date of its filing for record in Collin County, Texas. The captions of each Article and Section hereof as to the contents of each Article and Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular Article or Section to which they refer. The singular wherever used herein shall be construed to mean the plural when applicable and vice-versa, and the use herein of any gender shall mean any other gender when applicable. This Declaration shall be construed under and in accordance with the laws of the State of Texas. The exhibits attached hereto are made a part hereof by reference.
- 6.6 Notices. Any notice or communication required or permitted hereunder shall be given in writing, sent by (a) personal delivery, or (b) expedited delivery service with proof of delivery, or (c) United States mail, postage prepaid, registered or certified mail, or (d) prepaid telegram or telex (provided that such telegram or telex is confirmed by expedited delivery service or by mail in the manner previously described), to Declarant and the Association at 5400 Legacy Drive, Plano, Texas 75024 (or such other address stated in a notice to the Owners), and to each Owner at the last known address of such Owner as shown on the records of the Association, and shall be deemed delivered when actually received when given in accordance with (a), (b) or (d) above, or deposited in the mail. Declarant may record a notice of its address change in the Deed Records of Collin County, Texas.
- 6.7 Notices to Mortgagees. The holders of a mortgage or mortgages shall be furnished with written notification from the Association of any default by the respective mortgagor in the performance of such mortgagor's obligations as established by this Declaration, provided that the Association has theretofore been furnished, in writing, with the correct name and address of such mortgage holder or holders, and the request to receive such notification. Cure by said mortgage holder or holders of any defaults hereunder within the times herein provided for performance by an Owner shall be accepted.
- 6.8 Approvals. No approval by Declarant, the Board, the DRR or the Association, pursuant to the provisions of this Declaration, shall be effective unless in writing, except as otherwise specifically provided herein.

IN WITNESS WHEREOF, Electronic Data Systems Corporation has caused this instrument to be executed this 29th day of October, 1987.

ELECTRONIC DATA SYSTEMS CORPORATION

By: John W. Wroten, Jr.
 Title: Director of Real Estate

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§ ss.
COUNTY OF DALLAS §

Before me, the undersigned, a Notary Public, on this day personally appeared John W. Wroten, Jr., known to me to be the person and officer whose name is subscribed to the foregoing instrument and who acknowledged to me that the same was the act of the said Electronic Data Systems Corporation, a corporation, and that he/she has executed the same as the ~~act~~ ^{act} of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this 29th day of Oct., 1987.



(SEAL)

Heidi B. Blankenship
Notary Public, State of Texas

Heidi B. Blankenship

My commission expires the 4th day of August, 1990.

UNOFFICIAL

EXHIBIT A

FIELD NOTES

Being a 9.565 acre tract of land situated in the Maria C. Vela Survey, Abstract No. 935, Collin County, Texas, said 9.565 acre tract of land being a portion of that certain 1094.07 acre tract of land as described in deed to Quorum Development Corp. (EOS), as recorded in Volume 1171, Page 174, Collin County Deed Records, said 9.565 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with cap stamped "Carter & Burgess," set, the intersection of the southerly right-of-way line of Tennyson Parkway, a 121 foot wide public right-of-way as recorded in Volume "F", Pages 527-528, said Deed Records, and the easterly right-of-way line of Partnership Road, a 65 foot wide public right-of-way as recorded in Volume F, Page 791, said Deed Records, said iron rod having (EOS) coordinates of (N = 511,335.124 & E = 2,209,697.014) and being N 45°05'10" W, 1439.05 feet from EDS monument No. 7 (N = 510,319.092 & E = 2,210,716.100), said iron rod also being the beginning of a non-tangent curve concave to the northeast, whose radius is 1206.50 feet and whose longchord bears S 87°14'59" E, 119.55 feet;

THENCE, southeasterly, along said southerly right-of-way line and along said non-tangent curve, through a central angle of 05°40'46", an arc distance of 119.59 feet to a 1 inch iron rod found, the end of said curve;

THENCE, N 89°54'38" E, 507.71 feet along said southerly right-of-way line to a 1 inch iron rod found, in the westerly line of the EOS/QTE Site as recorded in Volume "F", Page 436, said Deed Records;

THENCE, S 00°05'22" E, at 325.00 feet, pass a 5/8 inch iron rod, found, and continuing in all a total distance of 650.00 feet to a 5/8 inch iron with cap stamped "Carter & Burgess", set, in the northerly right-of-way line of Pontiac Drive, a 65 foot wide public right-of-way as recorded in Volume F, Page 791, said Deed Records;

THENCE, S 89°54'38" W, 630.75 feet along said northerly right-of-way line to a 5/8 inch iron rod with cap stamped "Carter & Burgess", set, in the easterly right-of-way line of the aforementioned Partnership Road;

THENCE, N 45°05'22" W, 14.14 feet along said easterly right-of-way line to a 5/8 inch iron rod with cap stamped "Carter & Burgess", set;

THENCE, N 00°05'22" W, 632.27 feet along said easterly right-of-way line to a 5/8 inch iron rod with cap stamped "Carter & Burgess", set;

THENCE, N 44°54'38" E, 19.31 feet along said easterly right-of-way line to the POINT OF BEGINNING and containing 416660.55 square feet or 9.565 acres of land, more or less.

UNRECORDED

10/2

**LEGACY DEVELOPMENT
FIELD NOTE DESCRIPTION**

BEING a 2,444.698 acre tract of land situated in the following Collin County Surveys:

J. C. Barrow Survey, Abstract No. 91
 Samuel H. Brown Survey, Abstract No. 108
 Collin County School Land Survey, Abstract No. 149
 Collin County School Land Survey, Abstract No. 150
 Collin County School Land Survey, Abstract No. 153
 Henry Cook Survey, Abstract No. 183
 Jacob Cook Survey, Abstract No. 169
 J. Degman Survey, Abstract No. 279
 Obediah Epps Survey, Abstract No. 297
 J. W. Hayes Survey, Abstract No. 458
 Henry B. Miller Survey, Abstract No. 614
 Garland R. Martin Survey, Abstract No. 622
 Jessie Stiff Survey, Abstract No. 793
 H. N. Thompson Survey, Abstract No. 896
 Henry Cook Survey, Abstract No. 1102
 William Garvin Survey, Abstract No. 1103

and the following Denton County Surveys:

Henry Cook Survey, Abstract No. 235
 William Garvin Survey, Abstract No. 433
 R. P. Hardin Survey, Abstract No. 611

and being all or a portion of the following tracts of land described in deeds to Quorum Development Corporation as recorded in
 Volume 1171, Page 174 Volume 1176, Page 369 Volume 1176, Page 375
 Volume 1178, Page 228 Volume 1181, Page 763 Volume 1304, Page 887
 Volume 1304, Page 881 Volume 1257, Page 760 Volume 1348, Page 840
 of the deed records of Collin County, Texas (DRCT) and
 Volume 985, Page 292 Volume 967, Page 364 Volume 1014, Page 68
 of the Deed Records of Denton County, Texas (DRCT); and being all or a portion of
 the following tracts of land described in deeds to EDS Realty Corporation as recorded
 in
 Volume 1283, Page 513 Volume 1205, Page 344 Volume 1369, Page 123
 Volume 1628, Page 650 Volume 1694, Page 619 Volume 1694, Page 822
 of the Deed Records of Collin County, Texas; and being all or a portion of the following
 tracts of land described in deeds to EDS Land Corporation as recorded in
 Volume 1583, Page 279 Volume 1583, Page 782 Volume 2259, Page 697
 of the Deed Records of Collin County, Texas and being all of a tract of land described
 in a deed to Electronic Data Systems Corporation Retirement Plan and Trust as recorded
 in Volume 1182, Page 818 (DRCT), and being all or part of EDS Tract 2 being 57.77
 acres, Tract 5 being 141.88 acres and Tract 5A being 15.00 acres; all of the
 aforementioned tracts of land being conveyed to EDS Land Corporation by Certificate
 of Amendment of Incorporation dated October 8, 1982 by deed recorded in Volume 1575,
 page 131 (DRCT); and effective April 1, 1987, EDS Land Corporation and EDS Realty
 Corporation merged into Electronic Data Systems Corporation, said 2,444.698 acre
 tract of land being more particularly described as follows:

COMMENCING at the centerline intersection of State Highway 121 (variable width right-of-way) and State Highway 289 (Preston Road, variable width right-of-way)

THENCE along the centerline of said State Highway 289, South 00°01'40" West a distance of 2469.10 feet to the beginning of a curve to the left having a radius of 3274.05 feet;

THENCE along said curve to the left, through a central angle of 65°59'56", for an arc length of 338.98 feet to a point;

THENCE departing the centerline of said State Highway 289, South 84°09'45" West a distance of 92.88 feet to the POINT OF BEGINNING of the herein described tract of land, said point being in the west right-of-way line of said State Highway 289 (150.00 feet wide at this point) and being in a non-tangent curve to the left from which the radius point bears North 84°02'21" East a distance of 3369.36 feet, said point having an EDS coordinate value of North 518,237.905, East 2,212,696.425 and being located North 00°44'20" East a distance of 4162.47 feet from EDS Monument No. 6 (EDS coordinates North 514,075.785, East 2,212,632.741);

COUNTY CLERK'S MEMO
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2735 534

THENCE following the west right-of-way line of said State Highway 289, as follows:

Along said curve to the left, through a central angle of $17^{\circ}04'33''$ for an arc length of 1004.16 feet to a point for corner;

South $00^{\circ}05'06''$ West, non-tangent to said curve, a distance of 343.28 feet to a point for corner;

North $69^{\circ}59'18''$ East a distance of 150.47 feet to the beginning of a non-tangent curve to the left from which the radius point bears North $61^{\circ}27'20''$ East, a distance of 3369.36 feet;

Along said curve to the left through a central angle of $14^{\circ}15'00''$ for an arc length of 837.99 feet to the point of tangency;

South $42^{\circ}47'40''$ East a distance of 1253.52 feet to a point for corner, said point having an BDS coordinate value of North 515,378.676, East 2,214,416.762 and being located North $53^{\circ}51'32''$ East, a distance of 2209.13 feet from BDS Monument No. 8 (BDS Coordinates North 514,075.783 and East 2,212,632.741);

North $46^{\circ}36'09''$ East a distance of 30.33 feet to a point for corner;

South $42^{\circ}46'45''$ East a distance of 869.96 feet to the beginning of a curve to the right from which the radius point bears South $47^{\circ}13'15''$ West a distance of 5594.32 feet;

Along said curve to the right through a central angle of $04^{\circ}01'59''$ for an arc length of 393.80 feet to the beginning of a compound curve to the right from which the radius point bears South $51^{\circ}15'11''$ West a distance of 1646.94 feet;

Along said curve to the right through a central angle of $33^{\circ}06'26''$, for an arc length of 1009.14 feet to the beginning of a compound curve to the right from which the radius point bears South $86^{\circ}21'41''$ West a distance of 5594.32 feet;

Along said curve to the right, through central angle of $04^{\circ}01'59''$ for an arc length of 393.80 feet to the point of tangency, said point having an BDS Coordinate value of North 513,143.970, East 2,215,656.994 and being located North $03^{\circ}27'32''$ East a distance of 476.97 feet from BDS Monument No. 11 (BDS Coordinates North 512,666.870, East 2,215,628.216);

South $00^{\circ}23'40''$ West a distance of 4815.68 feet to the beginning of a curve to the left from which the radius point bears South $89^{\circ}36'20''$ East a distance of 5789.58 feet, said point having an BDS Coordinate value of North 508,327.406, East 2,215,623.840 and being located South $30^{\circ}28'42''$ East a distance of 364.02 feet from BDS Monument No. 10 (BDS Coordinates North 508,641.130, East 2,215,439.202);

Along said curve to the left, through a central angle of $05^{\circ}40'47''$ for an arc length of 373.92 feet to a point for corner;

South $00^{\circ}49'40''$ West non-tangent to said curve, a distance of 213.11 feet to a point for corner.

South $86^{\circ}59'03''$ East a distance of 27.00 feet to the beginning of a curve to the left, from which the radius point bears North $82^{\circ}34'43''$ East a distance of 5789.58 feet;

Along said curve to the left through a central angle of $06^{\circ}43'03''$ for an arc length of 678.79 feet to the point of tangency;

South $14^{\circ}09'33''$ East a distance of 591.83 feet to a point for corner;

THENCE departing the west right-of-way line of said State Highway 289, as follows:

South $89^{\circ}33'39''$ West a distance of 311.04 feet to a point for corner;

North $00^{\circ}33'08''$ East a distance of 25.00 feet to a point for corner;

North $89^{\circ}45'21''$ West a distance of 2103.20 feet to a point for corner;

North $86^{\circ}47'30''$ West a distance of 149.34 feet to a point for corner;

South 87°56'05" West a distance of 364.71 feet to a point for corner;

South 89°49'00" West a distance of 1233.83 feet to a point for corner;

North 00°07'17" West a distance of 1575.79 feet to a point for corner;

North 89°23'27" West a distance of 1094.11 feet to a point for corner;

North 00°08'03" West a distance of 2359.34 feet to a point for corner, said point having an BDS Coordinate value of North 510,269.036 East 2,210,689.595 and being located South 27°55'29" West a distance of 56.60 feet from BDS Monument No. 7 (BDS Coordinates North 510,319.092 East 2,210,716.100);

South 89°44'39" West a distance of 3,551.66 feet to a point for corner;

North 00°10'34" West a distance of 1637.16 feet to a point for corner, said point having an BDS Coordinate value of North 511,890.379 East 2,207,132.922 and being located North 39°05'04" West a distance of 115.85 feet from BDS Monument No. 4, (BDS Coordinates North 511,800.455 East 2,207,205.960);

North 89°48'37" West a distance of 2437.81 feet to a point for corner;

South 89°28'48" West a distance of 2235.28 feet to a point for corner;

North 01°16'19" East a distance of 483.64 feet to the most westerly southeast corner of a tract of land conveyed to Frito-Lay, Inc. as recorded in Volume 1608, Page 470 of the Deed Records of Collin County, Texas;

THENCE along the easterly line of said Frito-Lay, Inc., tract of land as follows:

North 00°04'57" East a distance of 1199.43 feet to a point for corner;

North 45°49'50" East a distance of 1427.35 feet to the beginning of a non-tangent curve to the right from which the radius point bears North 44°04'54" East a distance of 2023.56 feet; said point being located in the southwesterly right-of-way line of Legacy Drive (variable width right-of-way);

THENCE departing the easterly line of said Frito-Lay, Inc. tract of land and following the southwesterly right-of-way line of said Legacy Drive with said curve to the right through a central angle of 21°20'13" for an arc length of 753.58 feet to the beginning of a reverse curve to the left from which the radius point bears South 64°52'36" West a distance of 137.00 feet;

THENCE along said curve to the left through a central angle of 93°53'16" for an arc length of 224.50 feet to the point of tangency, said point being located in the southerly right-of-way line of McDermott Drive (110 foot right-of-way);

THENCE along the southerly right-of-way line of said McDermott Drive as follows:

South 60°59'16" West a distance of 438.29 feet to the beginning of a curve to the right from which the radius point bears North 29°00'44" West a distance of 2,055.00 feet;

Along said curve to the right through a central angle of 28°50'08" for an arc length of 1,034.23 feet to the point of tangency;

South 89°49'24" West a distance of 295.81 feet to a point for corner;

THENCE departing the southerly right-of-way line of said McDermott Drive, North 00°10'36" West a distance of 55.00 feet to a point for corner;

THENCE North 89°44'59" West a distance of 179.41 feet to a point for corner;

THENCE North 00°29'08" West a distance of 1039.92 feet to a point for corner;

THENCE North 03°21'17" West a distance of 155.29 feet to a point for corner;

THENCE North 89°59'12" West a distance of 222.63 feet to a point for corner;

THENCE North 00°02'56" East a distance of 547.80 feet to a point for corner located in the southerly right-of-way line of State Highway 121 (variable in width);

THENCE along the southerly right-of-way line of said State Highway 121, as follows:

North 71°22'00" East a distance of 163.61 feet to a point for corner;
 North 65°38'51" East a distance of 73.52 feet to a point for corner;
 North 65°53'55" East a distance of 128.03 feet to a point for corner;
 North 71°22'21" East a distance of 426.52 feet to a point for corner;
 North 71°39'38" East a distance of 928.39 feet to a point for corner;
 South 55°45'14" East a distance of 45.04 feet to point for corner;
 North 89°48'37" East a distance of 30.00 feet to a point for corner;
 North 31°10'38" East a distance of 73.42 feet to a point for corner;
 North 71°21'16" East a distance of 2283.90 feet to a point for corner;
 North 71°24'51" East a distance of 826.08 feet to a point for corner;
 North 71°27'04" East a distance of 468.94 feet to a point for corner;
 North 89°13'54" East a distance of 249.51 feet to a point for corner;
 North 00°32'33" West a distance of 80.84 feet to a point for corner;
 North 71°20'33" East a distance of 736.83 feet to a point for corner;
 North 83°18'39" East a distance of 101.51 feet to a point for corner;
 North 71°17'34" East a distance of 424.19 feet to a point for corner;
 North 85°32'11" East a distance of 96.63 feet to a point for corner;
 North 71°16'26" East a distance of 24.00 feet to a point in the centerline of Bishop Road (County Road);

THENCE departing the south right-of-way line of said State Highway 121 and along the centerline of said Bishop Road as follows:

South 03°39'19" East a distance of 418.05 feet to a point for corner;
 South 09°57'58" East a distance of 346.37 feet to a point for corner;
 South 29°38'16" East a distance of 334.59 feet to a point for corner;

THENCE departing the centerline of said Bishop Road, South 87°55'53" West a distance of 26.65 feet to a point in the west right-of-way line of said Bishop Road;

THENCE along the west right-of-way line of said Bishop Road South 28°11'26" East a distance of 323.12 feet to a point for corner, said point having an BDS Coordinate value of North 517,251.738, East 2,207,888.411 and being located North 42°06'16" West a distance of 940.40 feet from BDS Monument No. 6 (BDS Coordinates North 516,554.049, East 2,208,518.937);

THENCE South 00°25'56" West a distance of 944.11 feet to a point for corner;

THENCE departing the west right-of-way line of said Bishop Road, South 89°34'04" East a distance of 21.17 feet to a point in the centerline of said Bishop Road;

THENCE along the centerline of said Bishop Road, North 00°25'56" East a distance of 163.97 feet to a point for corner;

THENCE departing the centerline of said Bishop Road, as follows:

North 84°00'01" East a distance of 667.18 feet to a point for corner;
 North 41°27'07" East a distance of 95.64 feet to a point for corner;
 North 40°57'14" East a distance of 673.90 feet to a point for corner;

North 39°15'48" East a distance of 355.25 feet to a point for corner;
North 37°38'58" East a distance of 36.54 feet to a point for corner;
North 33°33'14" East a distance of 39.27 feet to a point for corner;
North 00°24'19" East a distance of 772.03 feet to a point for corner;
North 78°28'29" East a distance of 128.91 feet to a point for corner;
North 89°26'33" East a distance of 300.44 feet to a point for corner;
North 81°40'35" East a distance of 38.03 feet to a point for corner;
North 83°50'23" East a distance of 67.72 feet to a point for corner;
South 89°16'32" East a distance of 89.17 feet to a point for corner;
South 89°07'56" East a distance of 318.52 feet to a point for corner;
South 88°51'17" East a distance of 600.10 feet to a point for corner;
South 89°22'17" East a distance of 959.40 feet to a point for corner;
North 89°54'43" East a distance of 227.50 feet to a point for corner;
South 89°26'26" East a distance of 613.73 feet to the POINT OF BEGINNING
and containing within these metes and bounds 2,444,698 acres or 106,491,035
square feet of land save and except a 2.618 acre tract of land known as
Baccus Cemetary, leaving 2,442,080 net acres of land more or less.

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2735 538
FIELD NOTE DESCRIPTION
TRACT I

BEING an 81.453 acre tract of land situated in the William G. Garvin Survey, Abstract No. 1103, W. Haynes Survey, Abstract No. 458, James C. Barrow Survey, Abstract No. 91 in the City of Plano, Collin County, Texas, the R.P. Hardin Survey, Abstract No. 611, and the William G. Garvin Survey, Abstract No. 453 in the City of Plano, Deaton County, Texas being a portion of a 42.87 acre tract of land covered to Electronic Data Systems Corporation Retirement Plan and Trust by deed recorded in Volume 1182, Page 818 of the Deed Records of Collin County, Texas (DRCC7), and being all or a portion of the following tracts described in deeds to EDS Land Corporation by Certificate of Amendment of Incorporation dated October 6, 1982 and recorded in Volume 1575, Page 131 of the Deed Records of Collin County Texas, and effective April 1, 1987, EDS Land Corporation merged into Electronic Data Systems Corporation:

EDS NO.			
Tract 4	170.46 Acres	Volume 1181	Page 743
Tract 4A	3.00 Acres	Volume 985	Page 292

SAID tract of land being more particularly described as follows:

BEGINNING at a 1 inch rebar set at the point of intersection of the west right-of-way line of Legacy Drive (formerly Carpenter Road) (130 feet wide at this point) as recorded in Cabinet 'C', Page 774 (DRCC7) with the south right-of-way line of State Highway 121 (variable width), and being in the north line of said 42.87 acre tract of land, said rebar being North 63°41'35" West a distance of 2,341.19 feet from EDS Control Monument No. 3 (EDS Coordinate System coordinates N. 516,112.697 E. 2,204,609.672);

THENCE along the west right-of-way line of said Legacy Drive as follows:

South 14°36'16" East a distance of 378.76 feet to a 1 inch rebar set for corner;
 South 15°38'08" East a distance of 230.04 feet to a 1 inch rebar set for corner;
 South 14°36'16" East a distance of 1,064.24 feet to a 1 inch rebar set for the beginning of a non-tangent curve to the right from which the radius point bears South 74°32'09" West a distance of 137.23 feet;
 Continuing along said non-tangent curve to the right in a southwesterly direction through a central angle of 28°27'04" for an arc length of 102.80 feet to a 1 inch rebar set for the end of said curve, said rebar being in the north right-of-way line of McDermott Drive (110 feet wide, as recorded in Cabinet 'C', Page 774 (DRCC7));

THENCE along the north right-of-way line of said McDermott Drive as follows:

South 63°59'16" West a distance of 503.04 feet to a 1 inch rebar set for the beginning of a curve to the right from which the radius point bears North 29°00'44" West a distance of 1,945.00 feet;
 Continuing along said curve to the right in a westerly direction through a central angle of 28°50'08" for an arc length of 978.87 feet to a 1 inch rebar set for the end of said curve;
 South 69°49'23" West a distance of 295.81 feet to a 1 inch rebar set for the northwest corner of said McDermott Drive;

THENCE along the west right-of-way line of said McDermott Drive, South 00°10'36" East a distance of 55.00 feet to a 1 inch rebar set in the centerline of said McDermott Drive and being in the south line of said 170.46 acre tract of land;

THENCE departing the west right-of-way line of said McDermott Drive and following the south line of said 170.46 acre tract of land, North 63°41'35" West a distance of 179.41 feet to a 3/4 inch rebar found for the southwest corner of said 170.46 acre tract of land and being the southeast corner of a .35 acre tract of land as recorded in Volume 117, Page 385 of the Deed Records of Deaton County, Texas, said rebar being located in the center of an abandoned dirt road;

THENCE along the west line of said 170.46 acre tract of land and the east line of said .35 acre tract of land as follows:

North 00°29'00" West a distance of 1839.92 feet to a 1 inch rebar set for corner from which a 3/4 inch rebar found bears North 17°22'23" West a distance of 6.28 feet, and being North 32°11'47" West a distance of 2,738.97 feet from EDS Control Monument No. 12 (EDS Coordinate System coordinates N. 512,495.821 E. 2,202,483.702);

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2735 539

North 03°21'17" West a distance of 155.29 feet to a 1/2 inch rebar found for the southeast corner of said 3.00 acre tract of land and the northeast corner of said 35 acre tract of land;

THENCE along the south line of said 3.00 acre tract of land and the north line of said 35 acre tract of land, North 89°59'12" West a distance of 222.63 feet to a 1 inch rebar set for the southwest corner of said 3.00 acre tract of land from which a 3/4 inch rebar bears North 89°59'12" West a distance of 112.11 feet;

THENCE departing the north line of said 35 acre tract of land and along the west line of said 3.00 acre tract of land to its northwest corner, North 00°02'54" East a distance 547.80 feet to a 1 inch rebar set in the south right-of-way line of said State Highway 121;

THENCE along the south right-of-way line of said State Highway 121 as follows:

Following the north line of said 3.00 acre tract of land North 71°22'00" East a distance of 163.61 feet to a 1 inch rebar set for corner;

Continuing along the north line of said 3.00 acre tract of land North 65°38'51" East a distance of 75.52 feet to a 1 inch rebar set for the northeast corner of said 3.00 acre tract of land and the northwest corner of said 170.46 acre tract of land;

Following the north line of said 170.46 acre tract of land North 65°53'55" East a distance of 128.05 feet to a 1 inch rebar set for corner;

Continuing along the north line of said 170.46 acre tract of land North 71°22'21" East a distance of 426.52 feet to a 1 inch rebar set for corner;

Continuing along the north line of said 170.46 acre tract of land North 71°39'38" East a distance of 928.39 feet to a concrete right-of-way marker found for corner;

Continuing along the north line of said 170.46 acre tract of land South 55°45'14" East a distance of 45.00 feet to a 1/2 inch rebar found in the west line of a County Road;

Continuing along the north line of said 170.46 acre tract of land North 89°48'37" East a passing distance of 15.00 feet to the most westerly northwest corner of said 42.87 acre tract of land, in all a total distance of 30.00 feet to a 5/8 inch rebar (found in the east line of said County Road);

Following the north line of said 42.87 acre tract of land North 31°10'38" East a distance of 64.39 feet to 1/2" POINT OF BEGINNING;

CONTAINING within these waters and bounds 21.453 acres or 3,548,066 square feet of land more or less, all according to that survey prepared by FAWA-Wehrlmann & Assoc., Inc. and signed by Arthur J. Sedford, Registered Professional Surveyor No. 4132 and dated July of 1967, to which all reference for all purposes is hereby made.

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2735 540
FIELD NOTE DESCRIPTION
TRACT B

BEING a 349.938 acre tract of land situated in the James C. Barrow Survey Abstract No. 91, Garland R. Martin Survey, Abstract No. 622, Collin County School Land #6 Survey, Abstract No. 149, Collin County School Land #5 Survey, Abstract No. 150, H.N. Thompson Survey, Abstract No. 894, and the Neary Cook Survey, Abstract No. 183 in the City of Plano, Collin County Texas, being a portion of a 42.67 acre tract of land conveyed to Electronic Data Systems Corporation Retirement Plan and Trust by deed recorded in Volume 1182, Page 816 of the Deed Records of Collin County, Texas (DRCCT), and being all of a 0.335 acre tract of land described in Resolution 87-8-1(R) to EDS Land Corporation as recorded in Volume 2688 Page 40 (DRCCT); and being all or a portion of the following tracts of land conveyed to E.D.S. Land Corporation by Certificate of Amendment of Incorporation dated October 8, 1982 and recorded in Volume 1575, Page 131 of the Deed Records of Collin County, Texas, and effective April 1, 1987, E.D.S. Land Corporation merged into Electronic Data Systems Corporation;

EDS NO.		
Tract 4	170.46 Acres	Volume 1181 Page 763
Tract 5A	15.00 Acres	Volume 1304 Page 857
Tract 5B	2.12 Acres	Volume 1304 Page 857
Tract 5C	2.88 Acres	Volume 1304 Page 857
Tract 14	13.14 Acres	Volume 1257 Page 760
Tract 12	35.29 Acres	Volume 1257 Page 760
Tract 9	25.61 Acres	Volume 1257 Page 760
	25.725 Acres	Volume 2250 Page 697
Tract 11	7.36 Acres	Volume 1257 Page 760
Tract 15A	4.04 Acres	Volume 1257 Page 760
Tract 15	30.85 Acres	Volume 1257 Page 760
Tract 21	50.61 Acres	Volume 1628 Page 650
Tract 22	50.45 Acres	Volume 1694 Page 820
Tract 23	42.67 Acres	Volume 1694 Page 823
Tract 3	222.41 Acres	Volume 1178 Page 230
Tract 13	78.18 Acres	Volume 1257 Page 760

SAID tract of land being more particularly described as follows

BEGINNING at a 1 inch rebar set at the intersection of the east right-of-way line of Legacy Drive (formerly Carpenter Road) (100 foot wide at this point) as recorded in Volume C, Page 774 (DRCCT) with the south right-of-way line of State Highway 121 (variable width), and being in the north 2/3 of said 42.67 acre tract of land, said rebar being North 61°14'29" West a distance of 2,254.68 feet from EDS Control Monument No. 3 (EDS Coordinate System coordinates N. 516,112.697 E. 2,204,609.472).

THENCE along the south line of said State Highway 121 as follows:

Following the north line of said 42.67 acre tract of land, North 71°21'16" East a distance of 2,160.12 feet to a 5/8 inch rebar found for the northwest corner of said General Portland 25.725 acre tract of land;

Following the north line of said General Portland tract, North 71°24'51" East a distance of 826.03 feet to a 1/2 inch rebar found for the northeast corner of said General Portland tract and the northwest corner of said 13.14 acre tract of land;

Following the north line of said 13.14 acre tract of land, North 71°27'04" East a distance of 468.94 feet to a wooden right-of-way marker found for corner;

Continuing along the north line of said 13.14 acre tract of land, North 89°13'54" East a distance of 249.31 feet to a wooden right-of-way marker found for the northeast corner of said 13.14 acre tract of land and being in the west line of said 25.61 acre tract of land;

Following the west line of said 25.61 acre tract of land, North 00°32'33" West a distance of 80.84 feet to a 5/8 inch rebar found for the northwest corner of said 7.36 acre tract of land;

Following the north line of said 7.36 acre tract of land, North 71°20'13" East a distance of 735.83 feet to a concrete right-of-way marker found for corner;

Continuing along the north line of said 7.36 acre tract of land, North 83°18'39" East a distance of 101.51 feet to a wooden right-of-way marker found for corner;

Continuing along the north line of said 7.36 acre tract of land, North 71°17'34" East a distance of 374.16 feet to a 1 inch rebar found for the north corner of said 0.335 acre tract of land, in the west right-of-way line of the Dallas North Tollway extension (300 feet wide) as recorded in

Volume 2409	Page 420	Volume 2409	Page 411
Volume 2409	Page 456	Volume 2409	Page 447
Volume 2409	Page 429	Volume 2409	Page 510
Volume 2409	Page 501	Volume 2409	Page 438

THENCE departing the south right-of-way line of said State Highway 121 and following the west right-of-way line of said Dallas North Tollway extension as follows:

South 00°04'33" East (Tollway bearing South 00°05'45" East) a distance of 725.59 feet to a 1 inch rebar found for the south corner of said 0.339 acre tract of land and the beginning of a curve to the right from which the radius point bears South 89°53'27" West a distance of 3,657.72 feet;

Continuing along said curve to the right in a southerly direction through a central angle of 16°16'33" for an arc length of 1,042.45 feet to a 1 inch rebar found for the point of tangency;

South 16°10'00" West (Tollway bearing South 16°09'47" West) a distance of 597.00 feet to a 1 inch rebar found for the beginning of a curve to the left from which the radius point bears South 73°50'00" East a distance of 3,969.72 feet;

Continuing along said curve to the left in a southerly direction through a central angle of 16°20'35" for an arc length of 1,132.32 feet to a 1 inch rebar set for the point of tangency;

South 00°10'35" East (Tollway bearing South 00°10'48" East) a distance of 1,197.37 feet to a 1 inch rebar set at the point of intersection of the west right-of-way line of said Dallas North Tollway extension with the north right-of-way line of said Legacy Drive (121 feet wide at this point) as recorded in Cabinet 'C', Page 774 (DRCCCT) said rebar being South 82°28'09" West a distance of 754.55 feet from EDS Control Monument No. 5 (EDS Coordinate System coordinates N. 514,208.446 E. 2,237,594.024).

THENCE departing the west right-of-way line of said Dallas North Tollway extension and along the northerly right-of-way line of said Legacy Drive as follows:

South 89°54'38" West a distance of 1,671.81 feet to a 1 inch rebar set for the beginning of a curve to the right from which the radius point bears North 00°05'22" West a distance of 1,559.50 feet;

Continuing along said curve to the right in a northwesterly direction through a central angle of 67°44'54" for an arc length of 2,523.65 feet to a 1 inch rebar set for the beginning of a non-tangent curve to the right from which the radius point bears North 01°19'07" East a distance of 34.00 feet and being North 12°47'14" East a distance of 2,016.93 feet from EDS Control Monument No. 11 (EDS Coordinate System coordinates N. 512,362.323 E. 2,202,453.702).

Continuing along said non-tangent curve to the right in a northwesterly direction through a central angle of 45.22 feet to a 1 inch rebar set for the beginning of a curve to the right from which the radius point bears North 01°19'07" East a distance of 34.00 feet and being North 12°47'14" East a distance of 2,016.93 feet from EDS Control Monument No. 11 (EDS Coordinate System coordinates N. 512,362.323 E. 2,202,453.702).

THENCE departing the east right-of-way line of said Legacy Drive and along the southerly right-of-way line of said McDermott Drive, North 60°55'16" East a distance of 161.61 feet to a 1 inch rebar set for corner in the easterly right-of-way line of said McDermott Drive;

THENCE along the easterly right-of-way line of said McDermott Drive, North 29°00'44" West a distance of 110.00 feet to a 1 inch rebar set for the beginning of a non-tangent curve to the right from which the radius point bears North 22°59'35" West a distance of 137.00 feet, and being in the northerly right-of-way line of said McDermott Drive;

THENCE along the northerly right-of-way line of said McDermott Drive, continuing along said non-tangent curve to the right in a northwesterly direction through a central angle of 104°23'19" for an arc length of 249.60 feet to a 1 inch rebar set for the point of tangency in the easterly right-of-way line of said Legacy Drive (121 feet wide at this point);

THENCE along the easterly right-of-way line of said Legacy Drive as follows:

North 14°36'16" West a distance of 964.84 feet to a 1 inch rebar set for corner;

North 13°34'24" West a distance of 250.05 feet to a 1 inch rebar set for corner;

North 14°36'16" West a distance of 393.75 feet to the POINT OF BEGINNING;

CONTAINING within these metes and bounds 349.038 acres of land and except a 1.00 acre tract of land for the existing City of Plano Water Tower site as shown in Volume 1670, Page 194 (DRCCCT) and being described on this survey by metes and bounds as Tract III, leaving a net area of 348.038 acres or 15,160,531 square feet of land more or less, all according to that survey prepared by PAVA-Winkelmann & Associates, Inc., and signed by Austin J. Bedford, Registered Public Surveyor No. 4132 and dated July of 1987 to which reference for all purposes is hereby made.

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FIELD NOTE DESCRIPTION
TRACT III

BEING a 1.000 acre tract of land situated in the M.M. Thompson Survey, Abstract No. 896, in the City of Plano, Collin County, Texas and being all of a 1.000 acre tract of land described in a deed to the City of Plano as recorded in Volume 1676, Page 194 of the Deed Records of Collin County, Texas (DRCCT) and being more particularly described as follows:

COMMENCING at a 1 inch rebar found for the southwest corner of a tract of land conveyed to the City of Plano as recorded in Volume 1409 page 429 (DRCCT), and being located in the west line of the North Dallas Tollway, the south line of a 35.289 acre tract of land described in a deed to Quorum Development Corp. as recorded in Volume 1257 Page 760 (DRCCT) and being located in the centerline of County Road;

THENCE generally along the centerline of said county road and the south line of said 35.289 acre tract of land, South 89°58'14" West a distance of 1,659.23 feet to a 3/8 inch rebar found for the southwest corner of said 35.289 acre tract of land;

THENCE departing the centerline said County Road and following the west line of said 35.289 acre tract of land, North 00°01'47" West a distance of 455.00 feet to a 1 inch rebar set for the POINT OF BEGINNING of the herein described tract of land said rebar being located North 47°06'13" East a distance of 952.91 feet from BDA Control Monument No. 3 (BDA Coordinate System coordinates N. 516,112.697 E. 3,204,609.672);

THENCE continuing along the west line of said 35.289 acre tract of land and following the west line of said 1.000 acre tract of land, North 00°01'47" West a distance of 208.71 feet to a 1 inch rebar set for the northwest corner of said 1.000 acre tract;

THENCE departing the west line of said 35.289 acre tract of land, North 89°58'13" East a distance of 208.71 feet to a 1 inch rebar set for the northeast corner of said 1.000 acre tract of land from which a 1/2 inch rebar bears North 87°19'04" West a distance of 0.80 feet;

THENCE along the east line of said 1.000 acre tract of land, South 00°01'47" East a distance of 2-3.71 feet to a 1 inch rebar set for the southeast corner of said 1.000 acre tract of land from which a 1/2 inch rebar bears North 77°28'00" West a distance of 0.63 feet;

THENCE along the south line of said 1.000 acre tract South 89°58'13" West a distance of 233.71 feet to the POINT OF BEGINNING and containing within these metes and bounds 1.000 acre or 43,560 square feet of land more or less.

AFTER RECORDING, PLEASE RETURN TO:

Safeco Land Title of Dallas
8080 N. Central Expressway, Suite 120
Dallas, Texas 75206

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

FILED FOR RECORD 2nd DAY OF Nov A.D. 19 87 at 2:23 P.
DULY RECORDED 2nd DAY OF Nov A.D. 19 87

BY: Carol Dunphy HELEN STARNES, County Clerk
DEPUTY. Collin County, Texas