

RESOLUTION NO. 2021-04R

A RESOLUTION OF THE BOARD OF DIRECTORS OF WYLIE NORTHEAST SPECIAL UTILITY DISTRICT OF COLLIN COUNTY, TEXAS, APPROVING AN AGREEMENT TRANSFERRING RETAIL WATER AND SEWER SERVICE AREAS FROM SEIS LAGOS UTILITY DISTRICT TO WYLIE NORTHEAST SPECIAL UTILITY DISTRICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Wylie Northeast Special Utility District (the "District") is a political subdivision of the State of Texas created under authority of Section 59, Article XVI, Texas Constitution, and operating pursuant to Chapters 49 and 65 of the Texas Water Code; and

WHEREAS, Seis Lagos Utility District ("Seis Lagos") is a municipal utility district and political subdivision of the State of Texas created under the authority of Chapters 49 and 54, Texas Water Code, and Article XVI, Section 59, Texas Constitution; and

WHEREAS, the District provides or has entered into agreements to provide water and sewer utility services to Inspiration Phases 1-9, a single-family residential subdivision located inside the District's certificated water and sewer service areas; and

WHEREAS, the developer of Inspiration Phases 1-9, Inspiration Land, LLC ("Developer"), has purchased an adjacent 73.31 acre tract of land that the developer intends to develop as Inspiration Phase 10; and

WHEREAS, the Inspiration Phase 10 is located in the certificated water and sewer service areas of Seis Lagos; and

WHEREAS, the District has received a written request to provide retail water and sewer utility services to Inspiration Phase 10; and

WHEREAS, Seis Lagos has agreed to transfer those portions of its water and sewer service areas containing Phase 10 to the District; and

WHEREAS, the District and Seis Lagos are authorized to enter into the attached agreement pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Section 13.248 of the Texas Water Code.

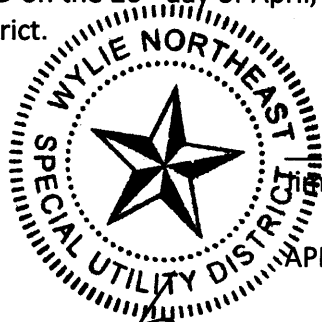
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF WYLIE NORTHEAST SPECIAL UTILITY DISTRICT THAT:

SECTION 1. Recitals Incorporated. The findings and recitations contained in the above recitals are incorporated herein by reference.

SECTION 2. Approval of Agreement. The attached Agreement Transferring Retail Water and Sewer Service Areas by and between the District and Seis Lagos is hereby approved and the President of the Board is hereby authorized to execute the Interlocal Agreement on behalf of the District.

SECTION 3. Effective Date. This Resolution shall become effective from and after its passage by the Board of Directors of the District.

PASSED and ADOPTED on the 26th day of April, 2021, by the Board of Directors of Wylie Northeast Special Utility District.



Jimmy C. Beach

Jimmy C. Beach, President

ATTEST:

Lance Ainsworth

Lance Ainsworth, Secretary,
or Amanda Horst, Assistant Secretary

APPROVED AS TO FORM:
James W. Wilson

James W. Wilson, Attorney

AGREEMENT TRANSFERRING RETAIL WATER AND SEWER SERVICE AREAS

This Agreement Transferring Retail Water and Sewer Service Areas ("Agreement") is made by and between the **Wylie Northeast Special Utility District** ("Wylie Northeast"), and **Seis Lagos Utility District** ("Seis Lagos"). Wylie Northeast and Seis Lagos may be individually referred to as a "Party" and collectively referred to as the "Parties."

WHEREAS, Wylie Northeast is a special utility district and political subdivision of the State of Texas created under the authority of Chapters 49 and 65, Texas Water Code, and Article XVI, Section 59, Texas Constitution; and

WHEREAS, Wylie Northeast provides retail water and sewer utility services to the public inside bounded service areas located in Collin County and defined by Certificate of Convenience and Necessity ("CCN") No. 10192 and CCN No. 21056 respectively; and

WHEREAS, Seis Lagos is a municipal utility district and political subdivision of the State of Texas created under the authority of Chapters 49 and 54, Texas Water Code, and Article XVI, Section 59, Texas Constitution; and

WHEREAS, Seis Lagos provides retail water and sewer utility services to the public inside bounded service areas located in Collin County and defined by CCN No. 12175 and CCN No. 20502 respectively; and

WHEREAS, the Parties' water and sewer service area boundaries are conterminous as shown on the service area maps attached hereto as Exhibit "A" and Exhibit "B" and incorporated herein; and

WHEREAS, Wylie Northeast provides or has entered into agreements to provide water and sewer utility services to **Inspiration Phases 1-9**, a single-family residential subdivision situated in the Leroy Farmer Survey, Abstract No. 334, the M. Morris Survey, Abstract No. 561, the Orpha Shelby Survey, Abstract No. 799, and the Josiah Turnham Survey, Abstract No. 919, in the extraterritorial jurisdictions of the Town of St. Paul, City of Lucas, and City of Wylie, Collin County, Texas; and

WHEREAS, the developer of Inspiration Phases 1-9, **Inspiration Land, LLC** ("Developer"), has purchased an adjacent 73.31 acre tract of land situated in the James Anderson Survey, Abstract No. 17, and the Dennis Kinsaul Survey, Abstract No. 502, Collin County, Texas, being more particularly described by metes and bounds in Exhibit "C" attached hereto and incorporated herein (the "Transfer Area"); and

WHEREAS, a location map of the Transfer Area is attached hereto as Exhibit "D" and incorporated herein; and

WHEREAS, Developer intends to develop the Transfer Area as **Inspiration Phase 10**; and

WHEREAS, the Transfer Area is located wholly within the certificated water and sewer service areas of Seis Lagos; and

WHEREAS, Wylie Northeast has received a written application from Developer to provide retail water and sewer utility services to **Inspiration Phase 10**, a copy of which is attached hereto and incorporated herein as Exhibit "D"; and

WHEREAS, Seis Lagos lacks the capacity to provide the level of sewer utility service required by Developer in the Transfer Area; and

WHEREAS, Seis Lagos has one customer in the Transfer Area receiving retail water and sewer service; and

WHEREAS, Wylie Northeast owns and operates nearby water transmission facilities and sewer collection facilities with sufficient capacity to provide the level of service requested by Developer in the Transfer Area, and Wylie Northeast desires to provide retail water and sewer service to the Transfer Area; and

WHEREAS, Wylie Northeast and Seis Lagos agree that it is in the best interests of the Parties for Wylie Northeast to provide retail water and sewer service to the Transfer Area; and

WHEREAS, Wylie Northeast and Seis Lagos are authorized to enter into this agreement pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Section 13.248 of the Texas Water Code.

NOW, THEREFORE, for and in consideration of the foregoing mutual benefits, covenants, and agreements herein expressed, as well as other good and valuable consideration, the receipt of which is hereby acknowledged, Wylie Northeast and Seis Lagos agree to the following:

1. Transfer Area. Subject to approval of this Agreement by the Public Utility Commission of Texas ("PUC"), Seis Lagos agrees to join Wylie Northeast in filing an application to transfer Seis Lagos's water and sewer certificate rights in the Transfer Area to Wylie Northeast.

2. Regulatory Approval. Wylie Northeast will file a duplicate original of this Agreement with the PUC in accordance with Section 13.248 of the Texas Water Code. Within sixty (60) calendar days after this Agreement is executed by the Parties, Wylie Northeast will prepare an Application for Sale, Transfer, or Merger of a Retail Public Utility (a/k/a an STM Application) to be filed jointly by the Parties with the PUC to amend the Parties' respective CCNs to effect the transfer described in paragraph 1 above. Wylie Northeast will bear all costs associated with preparing and filing the STM Application and pursuing regulatory approval to completion. The Parties will cooperate with each other and with the PUC to successfully complete the service area transfer and amendment of the Parties' respective CCNs.

3. Effect of Transfer Approval. Upon approval of this Agreement and the STM Application by the PUC (the "Transfer Effective Date"), the amended water and sewer CCN

certificates shall define the permanent water and sewer CCN boundaries of the Parties. The Parties agree that, after the Transfer Effective Date, Wylie Northeast shall have the sole right and obligation to provide retail water and sewer service in the Transfer Area, and Seis Lagos will have no further obligations or right to provide water or sewer service to any future customers in the Transfer Area, except as may be agreed to by the Parties in a separate writing.

4. Effective Date. This Agreement is effective between Wylie Northeast and Seis Lagos on the date it is fully executed by both Parties.

5. Temporary Service. If an owner of land located in the Transfer Area requests retail water or sewer service after execution of this Agreement by the Parties but before the Transfer Effective Date, the Parties agree that Wylie Northeast shall extend temporary water and sewer service into the Transfer Area to satisfy the request for service.

6. Applicable Law. This Agreement shall be governed by and construed and enforced under the laws of the State of Texas.

7. Performance. The obligations of each Party to this Agreement shall be performed in Collin County, Texas. Except for matters within the jurisdiction of the PUC or any successor agency, the Parties expressly agree that a judicial proceeding to enforce any provision of this Agreement must be filed in Collin County, Texas.

8. Entire Agreement. This Agreement contains the entire agreement between Wylie Northeast and Seis Lagos with respect to the Transfer Area. No agreement, statement, or promise made by or to any Party or to an employee, agent, or officer of any Party is valid, binding, or of any force or effect unless set forth in this Agreement. This Agreement cannot be modified or amended except by a written document approved by the governing bodies of both Parties and signed by authorized representatives of the Parties.

9. Successors and Assigns. This Agreement shall be binding upon the Parties hereto and upon the Parties' respective successors and assigns.

10. Agreement Drafted Equally. This Agreement shall be deemed drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against either Party shall not apply.

11. Severability. Should any provision of this Agreement be declared invalid, void or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall remain in full force and effect.

12. Attorney's Fees. In the event that the terms and conditions of the Agreement are breached by either Party, and the Parties participate in a proceeding before any state or federal tribunal because the terms and conditions of this agreement are not being complied with by one of the Parties, the prevailing Party shall recover its fees, damages, costs, attorneys' fees, and such

other and further relief from the non-prevailing Party, general or special, at law or in equity, to which the Prevailing party may show itself justly entitled.

13. Governmental Immunity. To the extent necessary to enforce this Agreement, the Parties waive their rights to assert the defense of governmental immunity. Except for the foregoing express waiver of immunity, nothing in this Agreement shall be construed to waive governmental or immunity for either Party.

14. Covenant of Authority. The undersigned representatives covenant that they are fully authorized to sign this Agreement on behalf of their respective Party.

15. Captions. The captions contained herein are for convenience and reference only and are not intended to define, extend or limit any provision of this Agreement.

16. No Third Party Beneficiaries. This Agreement does not create any third party benefits to any person or entity other than the named Parties hereto, and is solely for the consideration and purposes herein expressed.

EXECUTED by Wylie Northeast Special Utility District and Seis Lagos Utility District under the authority of their respective governing bodies in duplicate originals on the dates indicated below.

[SIGNATURE PAGES TO FOLLOW]

EXECUTED on the 26th day of April, 2021.



WYLIE NORTHEAST SPECIAL UTILITY DISTRICT,
a political subdivision of the State of Texas

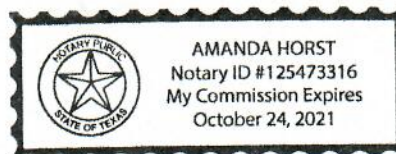
By: *Jimmy C. Beach*
Jimmy C. Beach, President

THE STATE OF TEXAS §
§
COUNTY OF COLLIN §

Before me, the undersigned authority, on this day personally appeared Jimmy C. Beach, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of Wylie Northeast Special Utility District, a political subdivision of the State of Texas, as its President, for the purposes and consideration therein expressed.

Given under my hand and seal of office this 26 day of April, 2021.

Amanda Horst
Notary Public, State of Texas



EXECUTED on the _____ day of _____, 2021.

SEIS LAGOS UTILITY DISTRICT, a political
subdivision of the State of Texas

By: _____
Brian Holmes, President

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

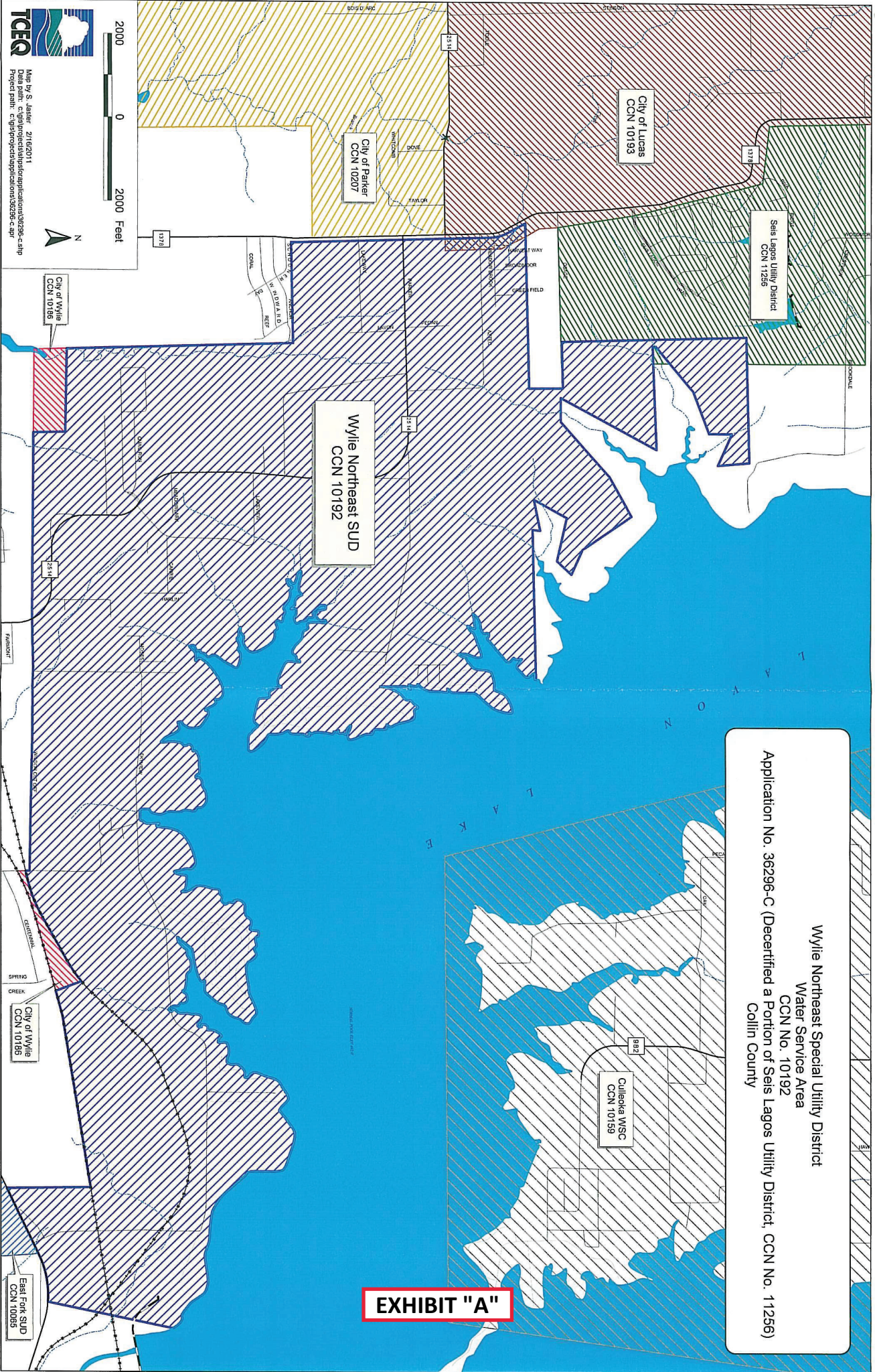
Before me, the undersigned authority, on this day personally appeared Brian Holmes, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of Seis Lagos Utility District, a political subdivision of the State of Texas, as its President, for the purposes and consideration therein expressed.

Given under my hand and seal of office this ____ day of _____, 2021.

Notary Public, State of Texas

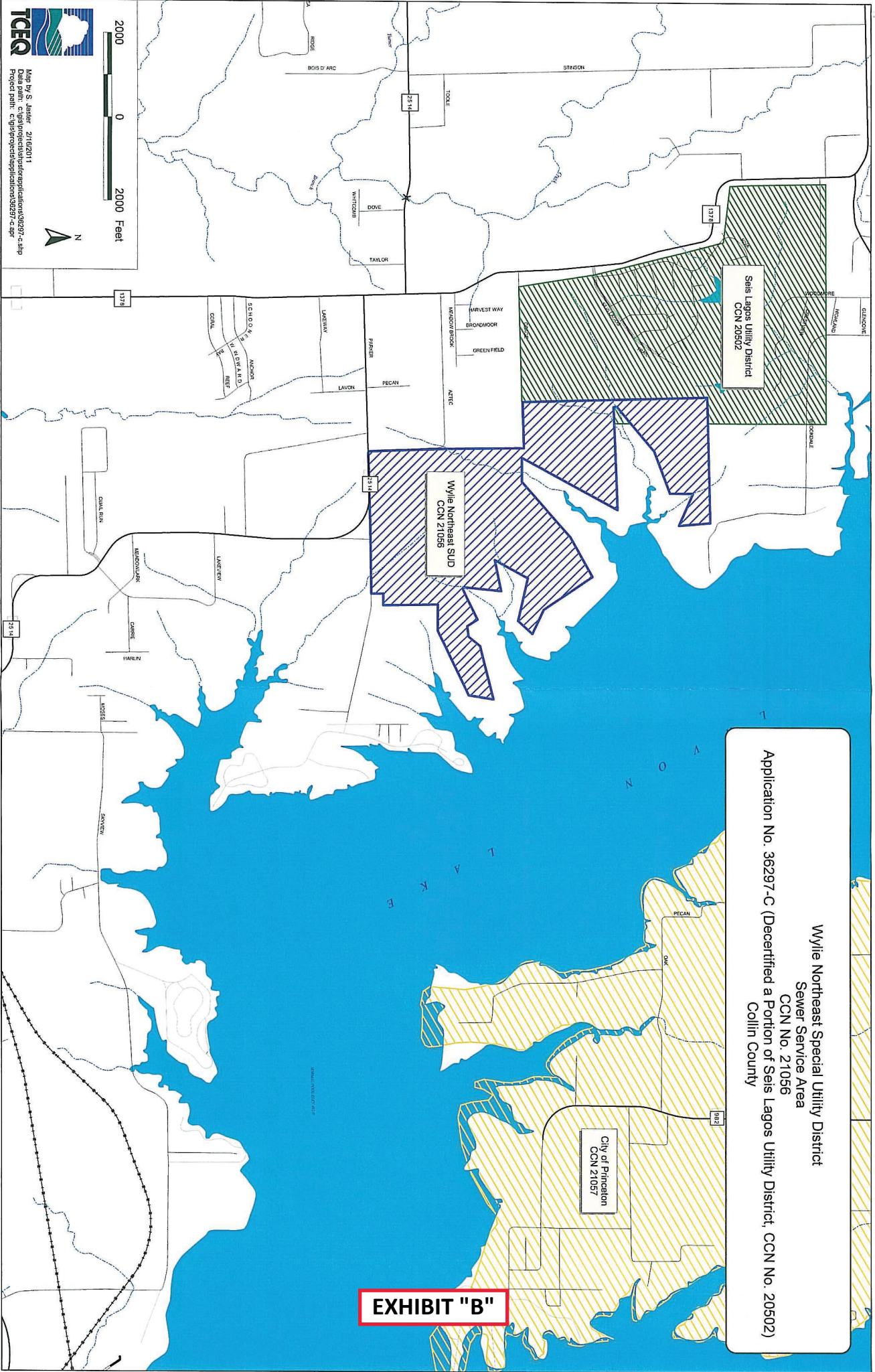


Map by S. Jester 2/16/2011
 Project Path: c:\jst\project\applications\36296-c-4ip



Wylie Northeast Special Utility District
 Water Service Area
 CCN No. 10192
 Application No. 36296-C (Decertified a Portion of Seis Lagos Utility District, CCN No. 11256)
 Collin County

EXHIBIT "A"



Wylie Northeast Special Utility District
Sewer Service Area
 CCN No. 21056
 Application No. 36297-C (Decertified a Portion of Seis Lagos Utility District, CCN No. 20502)
 Collin County

EXHIBIT "B"

TCEQ
 Map by S. Jester 2/16/2011
 Project path: c:\gisp\gisapplications\36297-c.apr

EXHIBIT "C"

LEGAL DESCRIPTION OF TRANSFER AREA

BEING A 73.159 ACRE TRACT OF LAND SITUATED IN THE DENNIS KINSAUL SURVEY, ABSTRACT NO. 502, CITY OF LUCAS E.T.J., COLLIN COUNTY, TEXAS, AND BEING ALL OF A 73.31 ACRE TRACT OF LAND, CONVEYED AS "TRACT 1" TO SCOTT WILLIAM ERICKSON AND ERICA LYNN ERICKSON, AS RECORDED IN COUNTY CLERK'S FILE NO. 20140829000937040, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS. SAID 73.159 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 (NAD83 (2011) EPOCH 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM DALLAS CORS ARP (PID-DF8984) AND DENTON CORS ARP (PID-DF8986), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID 73.31 ACRE TRACT AND A COMMON NORTHEAST CORNER OF A 10.000 ACRE TRACT OF LAND CONVEYED TO KAI HANDT, AS RECORDED IN VOLUME 5819, PAGE 5127 AND IN COUNTY CLERK'S FILE NO. 2004-0181293, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS. SAID POINT BEING ON THE WEST END OF AN OLD ABANDONED ROAD, (NO RECORD DOCUMENT FOUND);

THENCE, ALONG THE COMMON LINES OF SAID 73.31 ACRE TRACT AND SAID 10.000 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 89 DEGREES 35 MINUTES 55 SECONDS WEST, A DISTANCE OF 1442.86 FEET TO A 5/8" IRON ROD FOUND FOR AN EXTERIOR ELL CORNER OF SAID 73.31 ACRE TRACT AND A COMMON INTERIOR ELL CORNER OF SAID 10.000 ACRE TRACT;

NORTH 01 DEGREE 37 MINUTES 14 SECONDS WEST, A DISTANCE OF 504.90 FEET TO A 5/8" IRON ROD FOUND FOR AN INTERIOR ELL CORNER OF SAID 73.31 ACRE TRACT AND THE COMMON NORTHEAST CORNER OF SAID 10.000 ACRE TRACT;

NORTH 77 DEGREES 26 MINUTES 12 SECONDS WEST, A DISTANCE OF 202.07 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 61 DEGREES 55 MINUTES 06 SECONDS WEST, A DISTANCE OF 361.66 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 69 DEGREES 30 MINUTES 06 SECONDS WEST, A DISTANCE OF 101.90 FEET TO A 5/8" IRON ROD FOUND FOR CORNER;

SOUTH 78 DEGREES 29 MINUTES 46 SECONDS WEST, A DISTANCE OF 134.30 FEET TO A 1/2" IRON ROD FOUND FOR CORNER;

SOUTH 89 DEGREES 48 MINUTES 45 SECONDS WEST, A DISTANCE OF 141.84 FEET TO A 1/2" IRON ROD FOUND FOR CORNER;

NORTH 59 DEGREES 50 MINUTES 37 SECONDS WEST, A DISTANCE OF 154.90 FEET TO A 1/2" IRON ROD FOUND FOR CORNER;

SOUTH 73 DEGREES 57 MINUTES 18 SECONDS WEST, A DISTANCE OF 321.28 FEET TO A 5/8" IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID 10.000 ACRE TRACT. SAID POINT BEING ON THE SOUTH LINE OF SAID 73.31 ACRE TRACT AND THE COMMON NORTH LINE OF A 34.5118 ACRE TRACT OF LAND CONVEYED TO NORTH TEXAS EQUESTRIAN CENTER, INC., AS RECORDED IN COUNTY CLERK'S FILE NO. 94-0106479, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS;

THENCE, SOUTH 89 DEGREES 49 MINUTES 24 SECONDS WEST, ALONG SAID COMMON LINE, A DISTANCE OF 236.18 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

THENCE, CONTINUING ALONG THE SOUTH LINE OF SAID 73.31 ACRE TRACT, AND OVER AND ACROSS SAID 34.5118 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 00 DEGREES 35 MINUTES 54 SECONDS EAST, A DISTANCE OF 6.00 FEET TO A POINT FOR CORNER;

SOUTH 89 DEGREES 24 MINUTES 06 SECONDS WEST, A DISTANCE OF 79.05 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID 73.31 ACRE TRACT. SAID POINT BEING ON THE WEST LINE OF SAID 34.5118 ACRE TRACT AND THE COMMON EAST RIGHT-OF-WAY LINE OF FARM TO MARKET ROAD NO. 1378, ALSO KNOWN AS SOUTHVIEW DRIVE, (A 90' RIGHT-OF-WAY);

THENCE, NORTH 05 DEGREES 04 MINUTES 59 SECONDS WEST, ALONG THE WEST LINE OF SAID 73.31 ACRE TRACT, THE WEST LINE OF SAID 34.5118 ACRE TRACT, AND SAID EAST RIGHT-OF-WAY LINE, PASSING AT A DISTANCE OF 6.61 FEET A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTHWEST CORNER OF SAID 34.5118 ACRE TRACT AND CONTINUING ALONG THE WEST LINE OF SAID 73.31 ACRE TRACT AND SAID COMMON EAST RIGHT-OF-WAY LINE, IN ALL A TOTAL DISTANCE OF 106.16 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID 73.31 ACRE TRACT AND THE COMMON SOUTHWEST CORNER OF SEIS LAGOS, PHASE FOUR, AN ADDITION TO THE CITY OF LUCAS E.T.J., AS RECORDED IN CABINET Q, PAGE 388, PLAT RECORDS, COLLIN COUNTY, TEXAS. SAID POINT BEING IN THE APPROXIMATE CENTER OF A CREEK;

THENCE, ALONG THE COMMON LINES OF SAID 73.31 ACRE TRACT AND SAID SEIS LAGOS, PHASE FOUR, AND WITH SAID CREEK, THE FOLLOWING COURSES AND DISTANCES:

NORTH 89 DEGREES 55 MINUTES 00 SECONDS EAST, A DISTANCE OF 191.06 FEET TO A POINT FOR CORNER;

NORTH 69 DEGREES 00 MINUTES 54 SECONDS EAST, A DISTANCE OF 127.39 FEET TO A POINT FOR CORNER;

NORTH 56 DEGREES 01 MINUTE 31 SECONDS EAST, A DISTANCE OF 267.46 FEET TO A POINT FOR CORNER;

NORTH 73 DEGREES 59 MINUTES 41 SECONDS EAST, A DISTANCE OF 119.15 FEET TO A POINT FOR CORNER;

NORTH 56 DEGREES 01 MINUTE 07 SECONDS EAST, A DISTANCE OF 313.15 FEET TO A POINT FOR CORNER;

NORTH 86 DEGREES 23 MINUTES 43 SECONDS EAST, A DISTANCE OF 52.20 FEET TO A POINT FOR CORNER;

NORTH 71 DEGREES 41 MINUTES 29 SECONDS EAST, A DISTANCE OF 118.13 FEET TO A POINT FOR CORNER;

NORTH 63 DEGREES 13 MINUTES 42 SECONDS EAST, A DISTANCE OF 135.03 FEET TO A POINT FOR CORNER;

SOUTH 62 DEGREES 33 MINUTES 09 SECONDS EAST, A DISTANCE OF 48.79 FEET TO A POINT FOR CORNER;

NORTH 52 DEGREES 49 MINUTES 29 SECONDS EAST, A DISTANCE OF 163.10 FEET TO A POINT FOR CORNER;

SOUTH 73 DEGREES 57 MINUTES 28 SECONDS EAST, A DISTANCE OF 94.11 FEET TO A POINT FOR CORNER;

NORTH 49 DEGREES 39 MINUTES 35 SECONDS EAST, A DISTANCE OF 74.73 FEET TO A POINT FOR CORNER;

NORTH 85 DEGREES 37 MINUTES 56 SECONDS EAST, A DISTANCE OF 41.03 FEET TO A POINT FOR CORNER;

SOUTH 21 DEGREES 12 MINUTES 52 SECONDS WEST, A DISTANCE OF 32.12 FEET TO A POINT FOR CORNER;

NORTH 83 DEGREES 13 MINUTES 47 SECONDS EAST, A DISTANCE OF 56.02 FEET TO A POINT FOR CORNER;

NORTH 51 DEGREES 42 MINUTES 47 SECONDS EAST, A DISTANCE OF 171.60 FEET TO A POINT FOR CORNER;

NORTH 65 DEGREES 48 MINUTES 47 SECONDS EAST, A DISTANCE OF 110.39 FEET TO A POINT FOR CORNER;

NORTH 73 DEGREES 06 MINUTES 11 SECONDS EAST, A DISTANCE OF 129.24 FEET TO A POINT FOR CORNER;

NORTH 65 DEGREES 28 MINUTES 01 SECOND EAST, A DISTANCE OF 238.79 FEET TO A POINT FOR CORNER;

NORTH 57 DEGREES 16 MINUTES 44 SECONDS EAST, A DISTANCE OF 181.86 FEET TO A POINT FOR CORNER;

SOUTH 78 DEGREES 15 MINUTES 15 SECONDS EAST, A DISTANCE OF 74.40 FEET TO A POINT FOR CORNER;

SOUTH 68 DEGREES 26 MINUTES 13 SECONDS EAST, A DISTANCE OF 45.75 FEET TO A POINT FOR CORNER;

SOUTH 82 DEGREES 01 MINUTE 43 SECONDS EAST, A DISTANCE OF 170.76 FEET TO A POINT FOR CORNER;

NORTH 11 DEGREES 42 MINUTES 47 SECONDS EAST, A DISTANCE OF 119.86 FEET TO A POINT FOR CORNER;

SOUTH 53 DEGREES 51 MINUTES 53 SECONDS EAST, A DISTANCE OF 87.53 FEET TO A POINT FOR CORNER;

NORTH 60 DEGREES 42 MINUTES 06 SECONDS EAST, A DISTANCE OF 106.59 FEET TO A POINT FOR CORNER;

SOUTH 69 DEGREES 13 MINUTES 46 SECONDS EAST, A DISTANCE OF 89.02 FEET TO A POINT FOR CORNER;

NORTH 16 DEGREES 42 MINUTES 18 SECONDS WEST, A DISTANCE OF 139.50 FEET TO A POINT FOR CORNER;

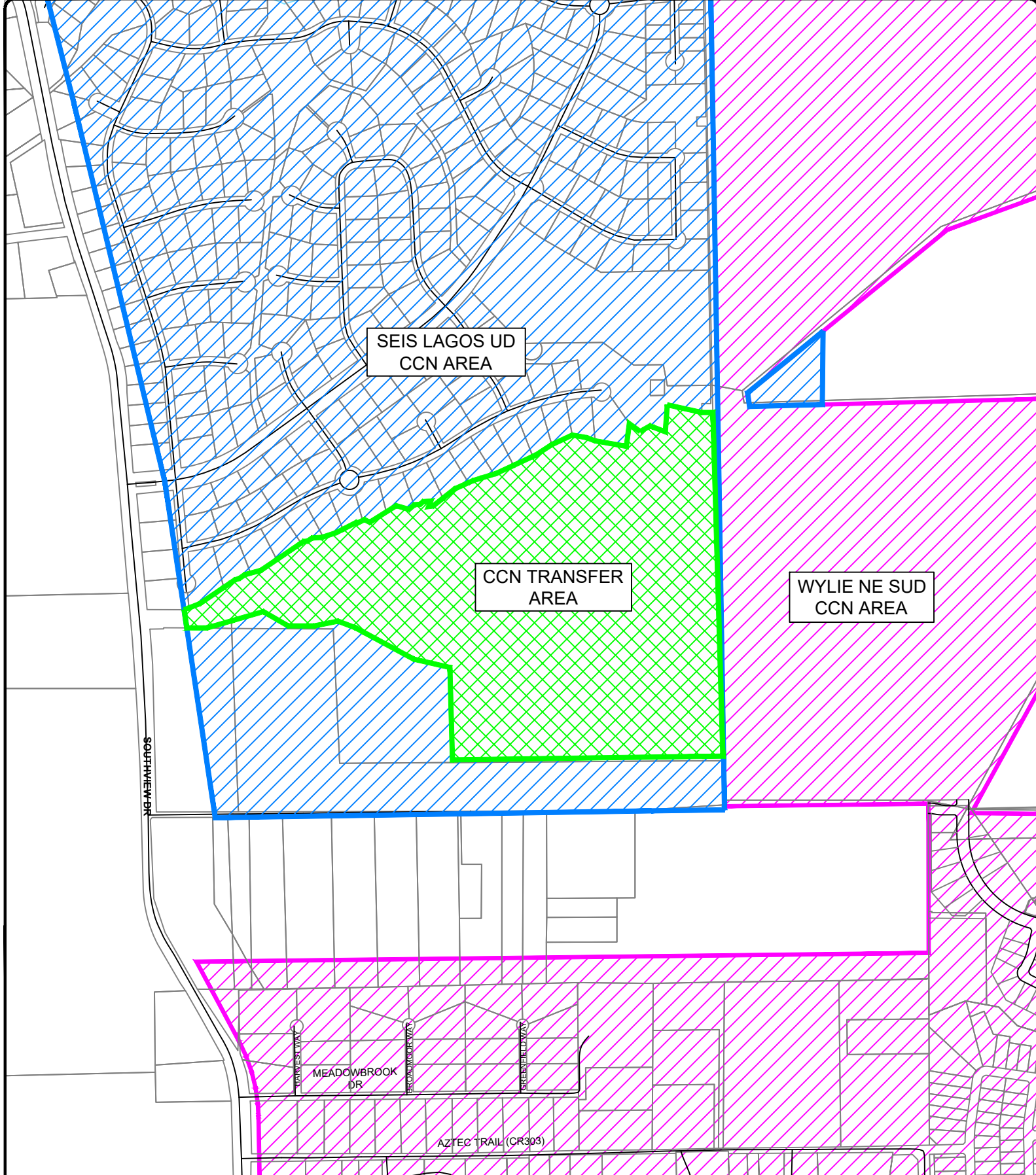
SOUTH 77 DEGREES 30 MINUTES 05 SECONDS EAST, A DISTANCE OF 186.75 FEET TO A 3/4" IRON ROD FOUND FOR A SOUTHEAST CORNER OF SAID SEIS LAGOS, PHASE FOUR;

NORTH 88 DEGREES 56 MINUTES 04 SECONDS EAST, A DISTANCE OF 50.14 FEET TO A 3/4" IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID 73.31 ACRE TRACT. SAID POINT BEING ON THE WEST LINE OF AFORESAID OLD ABANDONED ROAD;

THENCE, ALONG THE EAST LINE OF SAID 73.31 ACRE TRACT AND THE WEST LINE OF SAID OLD ABANDONED ROAD, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 00 DEGREES 37 MINUTES 29 SECONDS EAST, A DISTANCE OF 530.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED " LJA SURVEYING" SET FOR CORNER;

SOUTH 01 DEGREE 15 MINUTES 31 SECONDS EAST, A DISTANCE OF 1368.86 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 3,186,808 SQUARE FEET OR 73.159 ACRES OF LAND.



SEIS LAGOS UD
CCN AREA

CCN TRANSFER
AREA

WYLIE NE SUD
CCN AREA

SOUTHVIEW DR

MEADOWBROOK
DR

AZTEC TRAIL (CR303)

EXHIBIT 'D'

SEIS LAGOS UTILITY DISTRICT
CCN AREA TRANSFER TO
WYLIE NE SPECIAL UTILITY DISTRICT
COLLIN COUNTY, TEXAS



NOT TO SCALE



118 McKinney St. • P.O. Box 606 • Farmersville, Texas 75442
Tel: 972.784.7777
(TXENG FIRM F-1114)

EXHIBIT "E"

[Attach copy of Non-standard Service Application(s) for Phase 10]