

04660 01526

PRESTON ROAD

PANTHER CREEK PARKWAY (COUNTY ROAD 251)

HILLCREST ROAD

ELDORADO PARKWAY

EXHIBIT C
R.O.W. EXHIBIT FOR HILLCREST ROAD
PANTHER CREEK

 Carter-Burgess

CHIEF ENGINEERS

04640 01527

PRESTON ROAD

PANTHER CREEK PARKWAY (COUNTY ROAD 23)

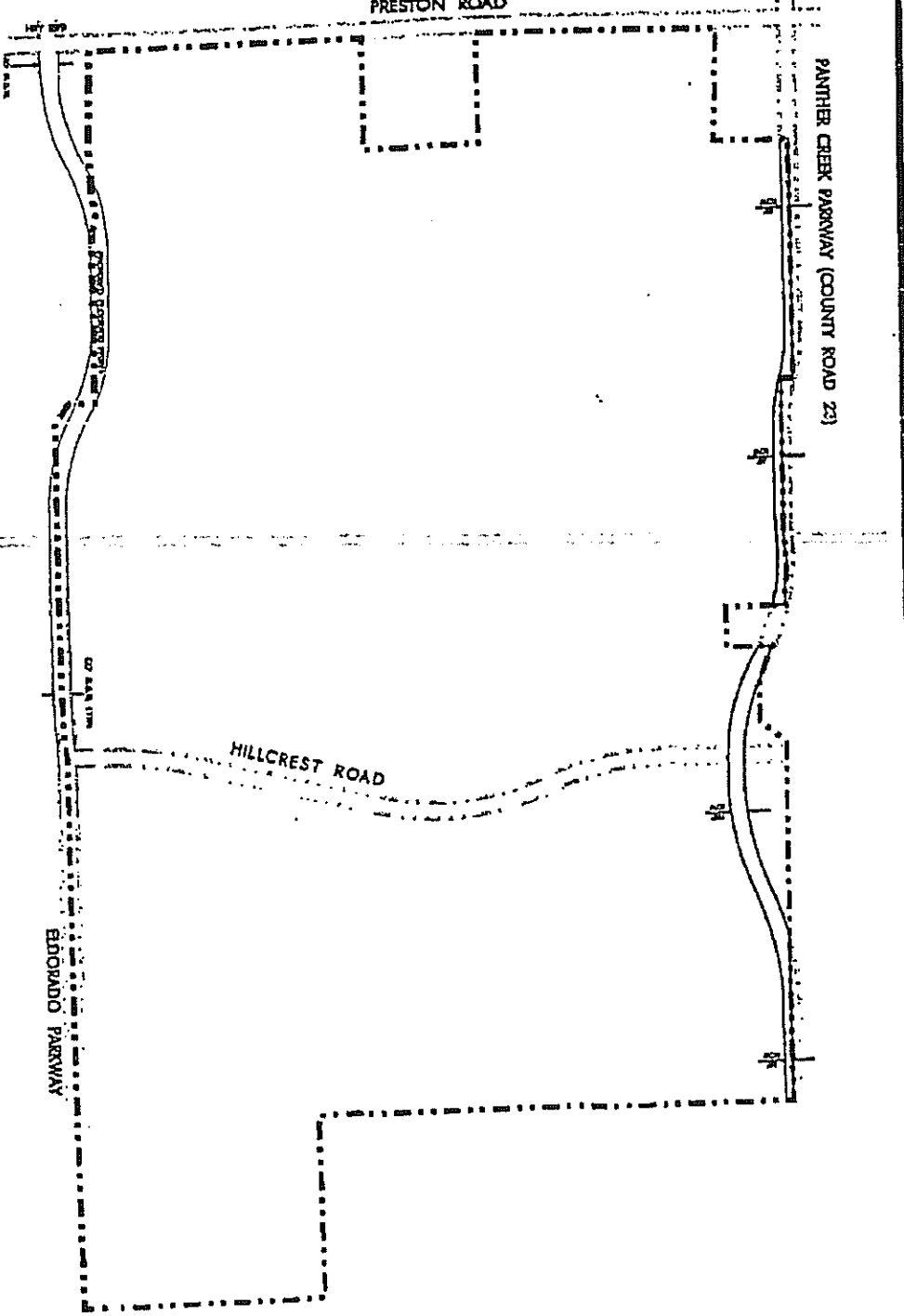
HILLCREST ROAD

ELDORADO PARKWAY

EXHIBIT D
R.O.W. EXHIBIT FOR ONSITE COUNTY ROAD 23
PANTHER CREEK

 Carier-Burgess

CARIER & BURGESS, INC.



04640 01528

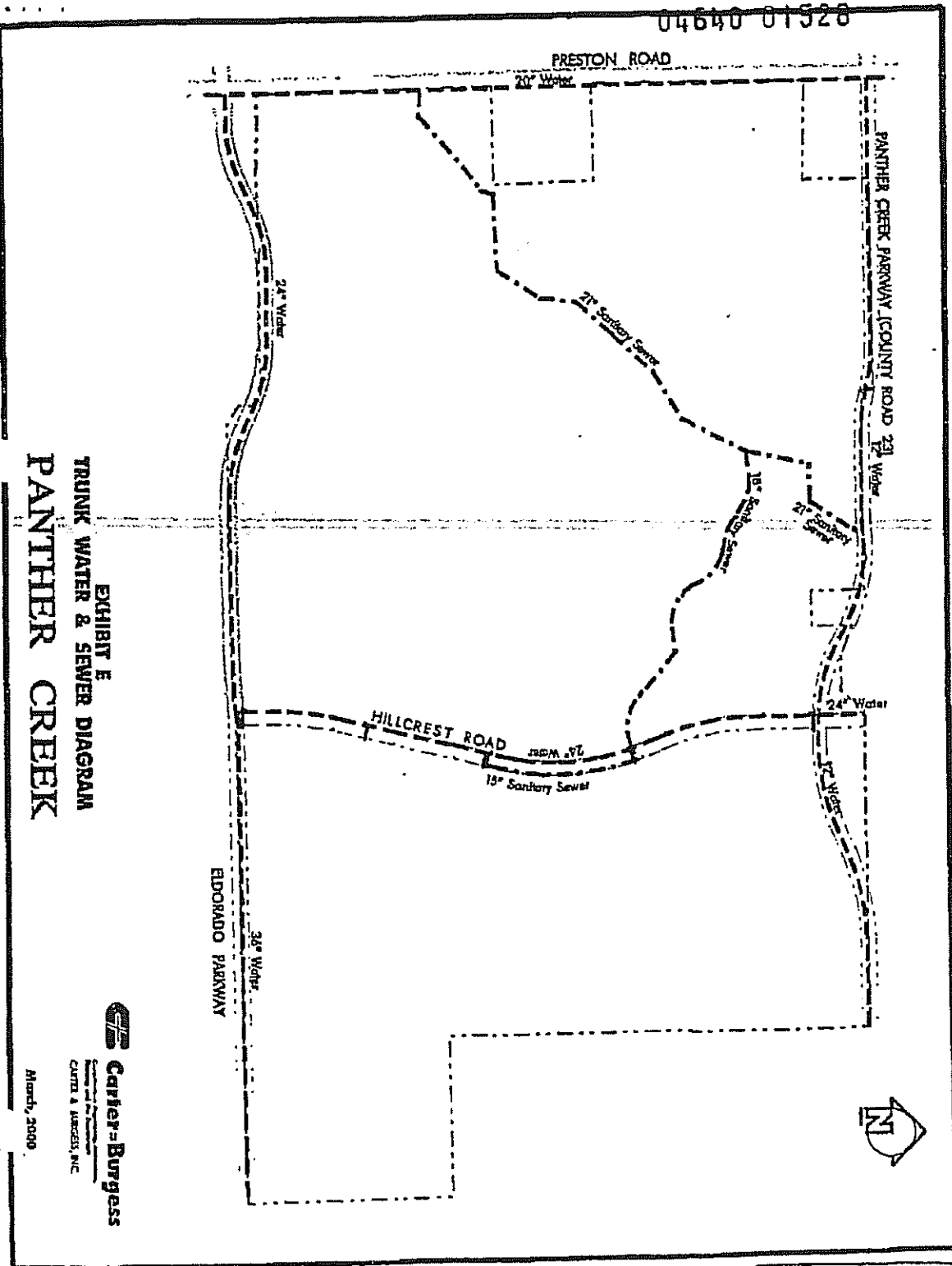


EXHIBIT E
TRUNK WATER & SEWER DIAGRAM
PANTHER CREEK



Carter-Burgess

CHINA & SANDS, INC.

March, 2000

04640 01529

PRESTON ROAD

PANTHER CREEK PARKWAY (COUNTY ROAD 231)

Hike & Bike Trail

Hike & Bike Trail

Hike & Bike Trail

HILLCREST ROAD

ELDORADO PARKWAY



EXHIBIT F
TRAIL ALIGNMENT

PANTHER CREEK

 Carter-Burgess

CONCEPTUAL ENGINEERS
CARTER & BURGESS, INC.

March, 2009

04640 01530

PRESTON ROAD

TRACT I
170.79
ACRES

TRACT II

TRACT III

HILLCREST ROAD

PANTHER CREEK PARKWAY
(COUNTY ROAD 20)

EDORADO PARKWAY



EXHIBIT &
BUSINESS PARK DEED SKETCH (TRACT I)
PANTHER CREEK

 Carter-Burgess

CARROLL & BURGESS, INC.

March, 2000

04640 01531

PRESTON ROAD

PANTHER CREEK PARKWAY
(COUNTY ROAD 23)

TRACT I

TRACT II
480.25
ACRES

HILLCREST ROAD

TRACT III
258.07
ACRES

RESIDENTIAL VILLAGE DEED SKETCH (TRACTS II & III)

PANTHER CREEK

ELDORADO PARKWAY

 Carter-Burgess

CARTER & BURGESS, INC.

March, 2000

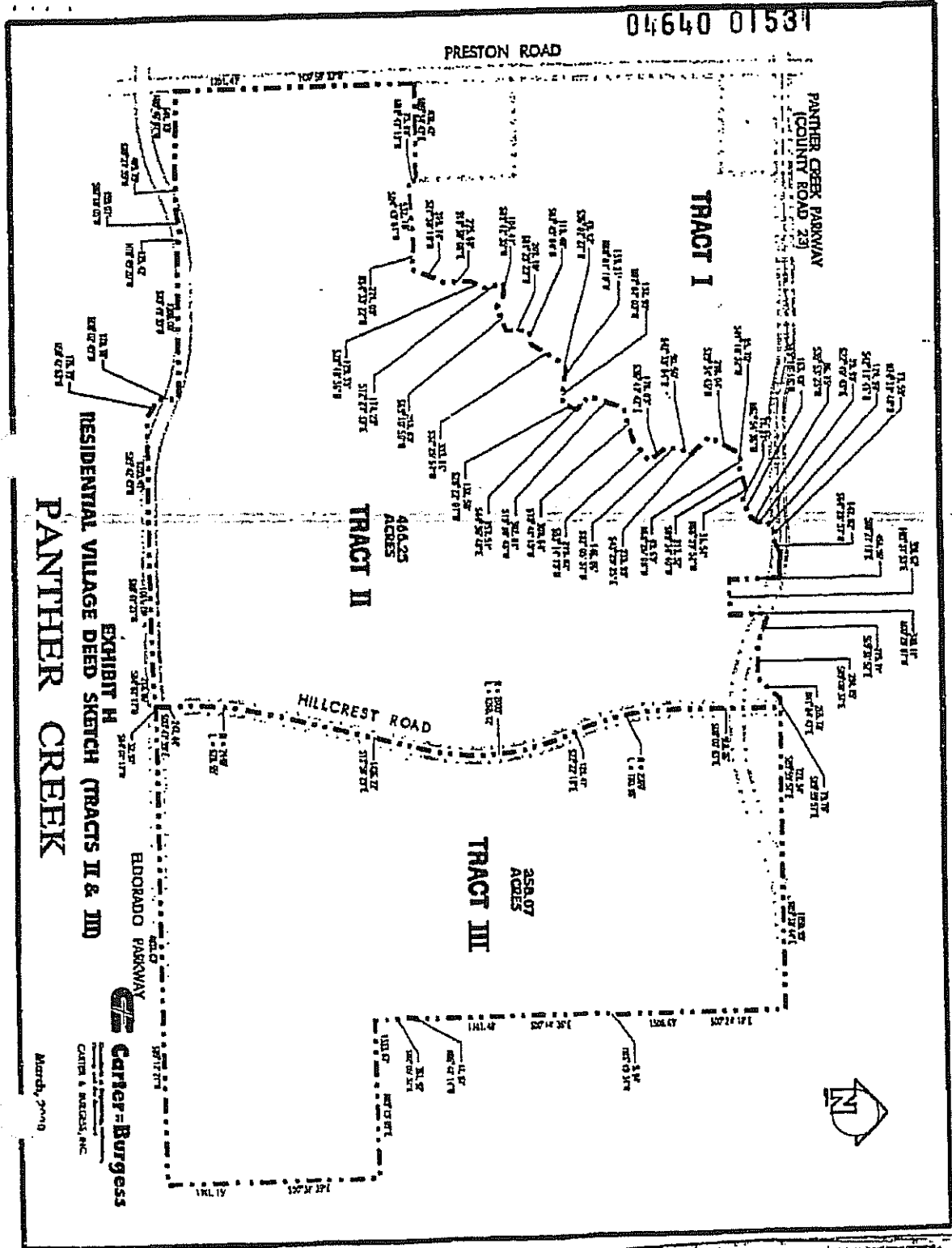
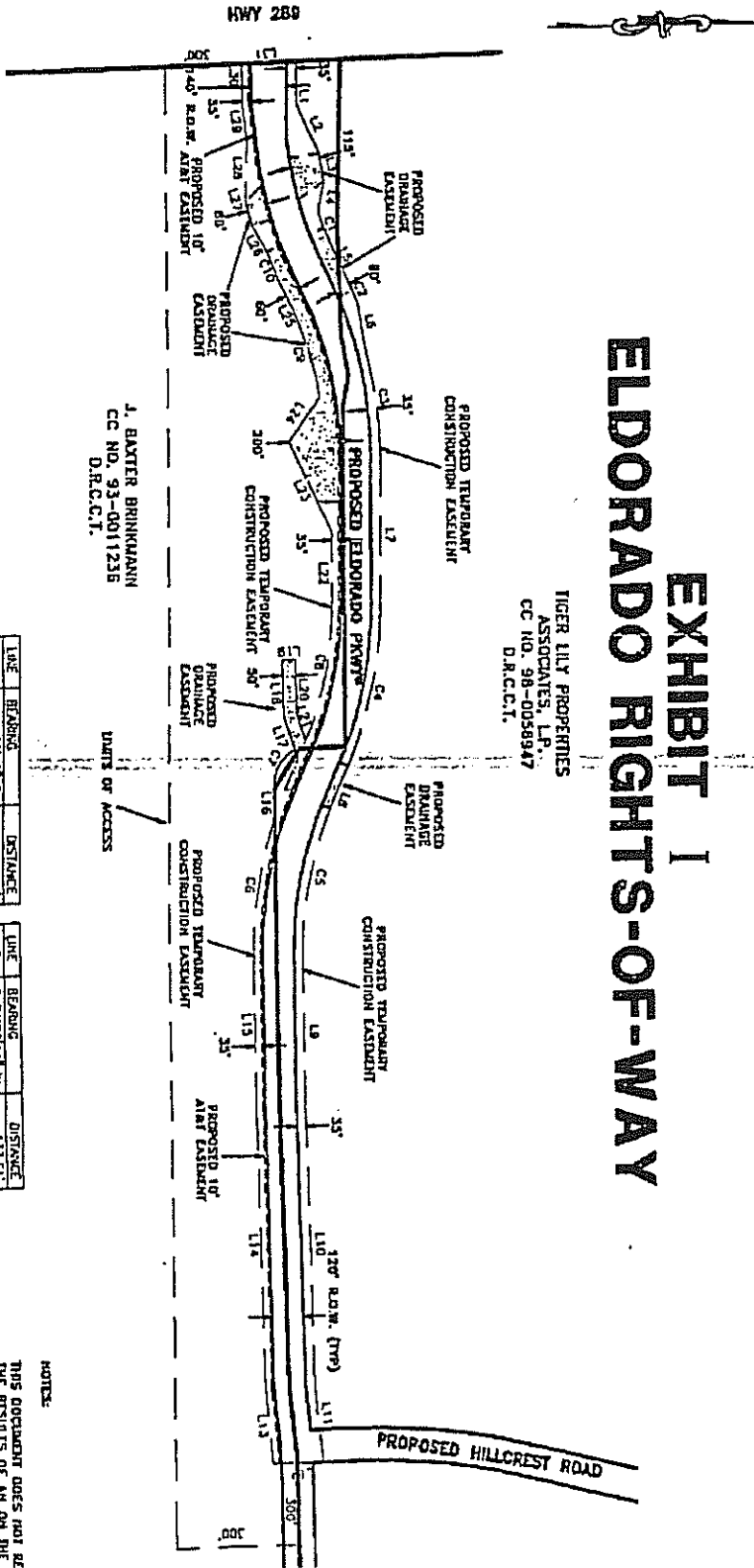


EXHIBIT I ELDORADO RIGHTS-OF-WAY

TIGER LILY PROPERTIES
ASSOCIATES, L.P.
CC NO. 98-0058947
D.R.C.C.T.

J. BAETER BRINKMANN
CC NO. 93-0011236
D.R.C.C.T.



CURVE	DELTA ANGLE	POINTS	ARC LENGTH	CURVE BEARING	CURVE LENGTH
C1	07°41'45"	1300.00'	185.28'	S 90°21'40" W	185.27'
C2	03°04'28"	1870.00'	265.34'	N 87°11'17" E	265.34'
C3	15°48'25"	1595.00'	440.50'	N 67°21'11" E	440.50'
C4	31°48'25"	1595.00'	440.50'	S 72°29'48" W	440.50'
C5	32°40'40"	1403.00'	380.87'	N 78°28'52" W	378.53'
C6	19°04'12"	1395.00'	350.87'	N 80°45'09" W	328.44'
C7	56°44'21"	158.27'	162.93'	N 58°46'17" W	152.03'
C8	20°26'15"	1405.00'	501.16'	S 76°04'35" E	498.51'
C9	14°53'53"	1340.00'	351.07'	N 25°04'50" W	350.63'
C10	16°23'04"	1620.00'	331.07'	S 85°53'08" W	331.03'

LINE	BEARING	DISTANCE
L1	S 88°55'08" E	180.03'
L2	N 63°23'54" E	205.84'
L3	N 78°55'37" E	110.60'
L4	S 77°23'01" E	116.16'
L5	N 65°38'04" E	117.75'
L6	N 88°28'10" E	447.42'
L7	S 88°46'07" E	418.82'
L8	N 88°43'52" E	219.40'
L9	N 88°43'52" E	529.40'
L10	N 88°43'52" E	1087.00'
L11	N 88°43'52" E	278.41'
L12	S 88°47'12" E	198.80'
L13	N 88°47'12" W	270.97'
L14	S 88°47'12" W	1088.27'
L15	N 88°47'12" W	574.43'
L16	N 88°47'12" W	173.58'

LINE	BEARING	DISTANCE
L17	S 71°23'14" W	133.61'
L18	S 88°23'55" W	221.11'
L19	N 01°37'35" W	40.00'
L20	N 88°23'15" E	211.64'
L21	N 71°23'14" E	108.16'
L22	N 88°46'07" W	303.72'
L23	S 88°46'07" W	202.64'
L24	S 88°46'07" W	119.48'
L25	S 88°46'07" W	202.64'
L26	S 88°46'07" W	119.48'
L27	S 88°46'07" W	202.64'
L28	N 87°18'48" W	223.18'
L29	S 82°27'10" W	154.23'
L30	N 80°28'00" W	145.48'
L31	N 00°28'55" W	210.03'

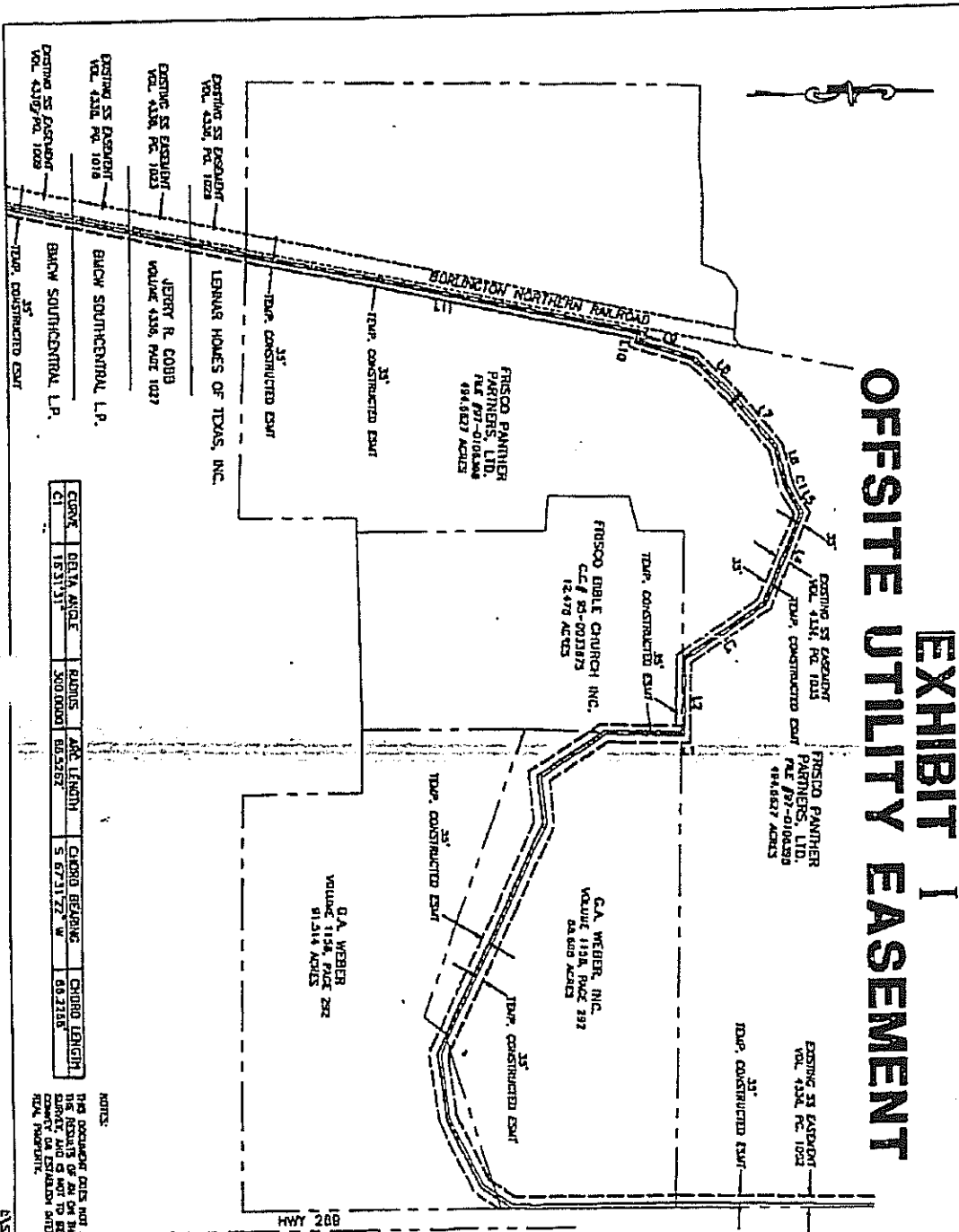
NOTES:

THIS DOCUMENT DOES NOT REFLECT THE RESULTS OF AN OLD GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTEREST IN REAL PROPERTY.
PROPOSED ELDORADO ALIGNMENT ASSOCIATES AT HUNTER ASSOCIATES, TEXAS, LTD.



Carter & Burgess
Surveying and Engineering
2110 West Loop West, Suite 200
Dallas, Texas 75201

EXHIBIT I OFFSITE UTILITY EASEMENT



CURVE	GRADE ANGLE	RADIUS	ARC LENGTH	CENTRO BEARING	CENTRO LENGTH
C1	18.51°	300.0000	80.5287	S 67° 31' 22" W	60.2148

LINE	BEARING	DISTANCE
L1	N 00° 59' 00" E	10.0000
L2	N 88° 53' 45" W	472.7700
L3	N 32° 07' 00" W	601.8800
L4	N 65° 53' 15" W	624.7850
L5	S 35° 13' 37" W	137.0910
L6	S 75° 47' 00" W	722.3900
L7	S 50° 55' 41" W	397.1100
L8	S 44° 51' 39" W	399.8300
L9	S 16° 07' 01" W	363.7000
L10	N 77° 15' 20" W	80.9400
L11	S 17° 19' 03" W	733.6919

NOTES:
THIS DOCUMENT DOES NOT REVEAL THE RESULTS OF AN ASSESSMENT OF ENVIRONMENTAL IMPACTS OR A RISK ASSESSMENT IN THE PROJECT AREA.

Carter Burgess
Engineering and Surveying
2501 Leland Street, Suite 100
Dallas, TX 75244-1401
Phone: 972-341-1000
Fax: 972-341-1001

04660 01534

SCALE: 1" = 100'

COTHRAN MALIBU INVESTMENT, INC.
VOL. 3434, PG. 863
D.R.C.C.T.

TRACT 2
STEWART L. ARMSTRONG,
J.A. WHITTENBURG, III,
AND CATLIN CORPORATION
VOL. 1344, PG. 837
D.R.C.C.T.

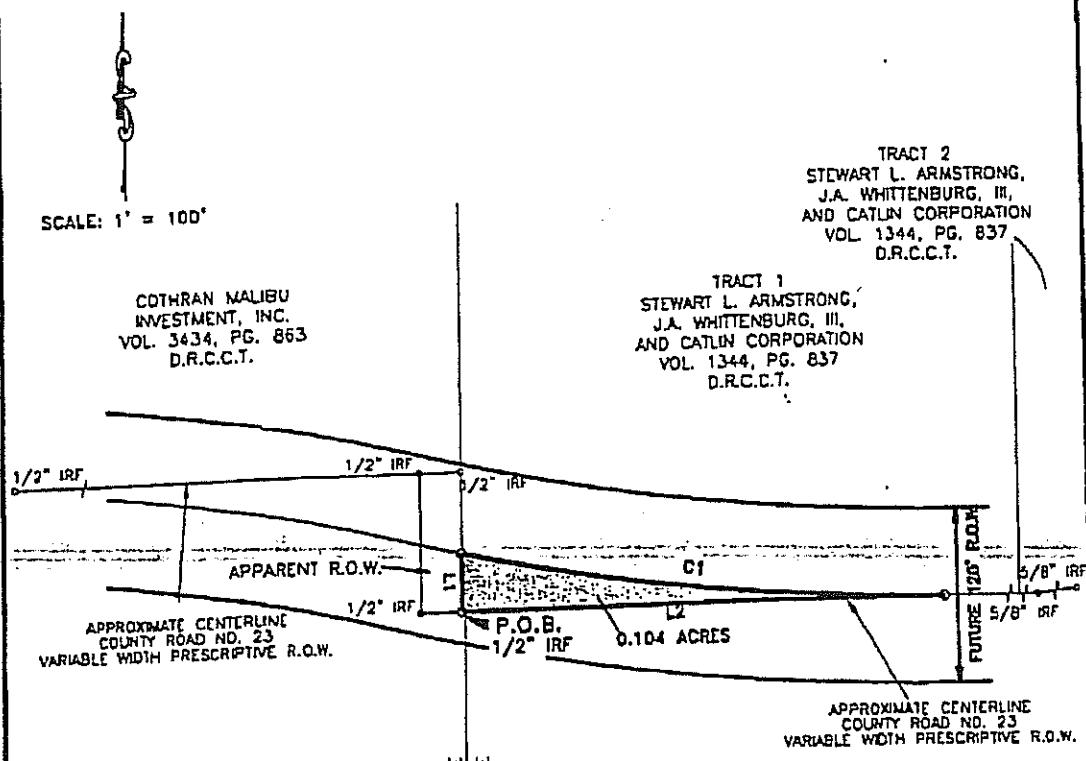
TRACT 1
STEWART L. ARMSTRONG,
J.A. WHITTENBURG, III,
AND CATLIN CORPORATION
VOL. 1344, PG. 837
D.R.C.C.T.

TIGER LILY PROPERTIES ASSOCIATES, L.P.
CC NO. 98-0056947
D.R.C.C.T.

TIGER LILY PROPERTIES ASSOCIATES, L.P.
CC NO. 98-0056947
D.R.C.C.T.

W.B. WATKINS SURVEY
ABSTRACT NO. 1005

J.W. COX SURVEY
ABSTRACT NO. 159



LINE	BEARING	DISTANCE
L1	N 00°17'50" W	39.89
L2	S 89°41'23" W	335.41

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LEN	TANGENT
C1	12°55'44"	1500.00	336.48	S 83°31'39" E	337.76	169.96

THE BEARING BASE IS THE NORTH LINE OF THAT TRACT OF LAND DESCRIBED IN DEED TO TIGER LILY PROPERTIES ASSOCIATES, L.P., RECORDED IN COUNTY CLERKS FILE NO. 98-0056947, DEED RECORDS, COLLIN COUNTY, TEXAS.

SHEET
2 OF 2

DATE: 03/01/81
SCALE: 1" = 100'
DRAWN BY: T. JACKSON
CHECKED BY: D. VEDRO

EXHIBIT J1
C.R. 23 RIGHT-OF-WAY DEDICATION
OUT OF THE
J.W. COX SURVEY ABSTRACT NO. 159
IN THE CITY OF FRISCO, COLLIN COUNTY, TEXAS

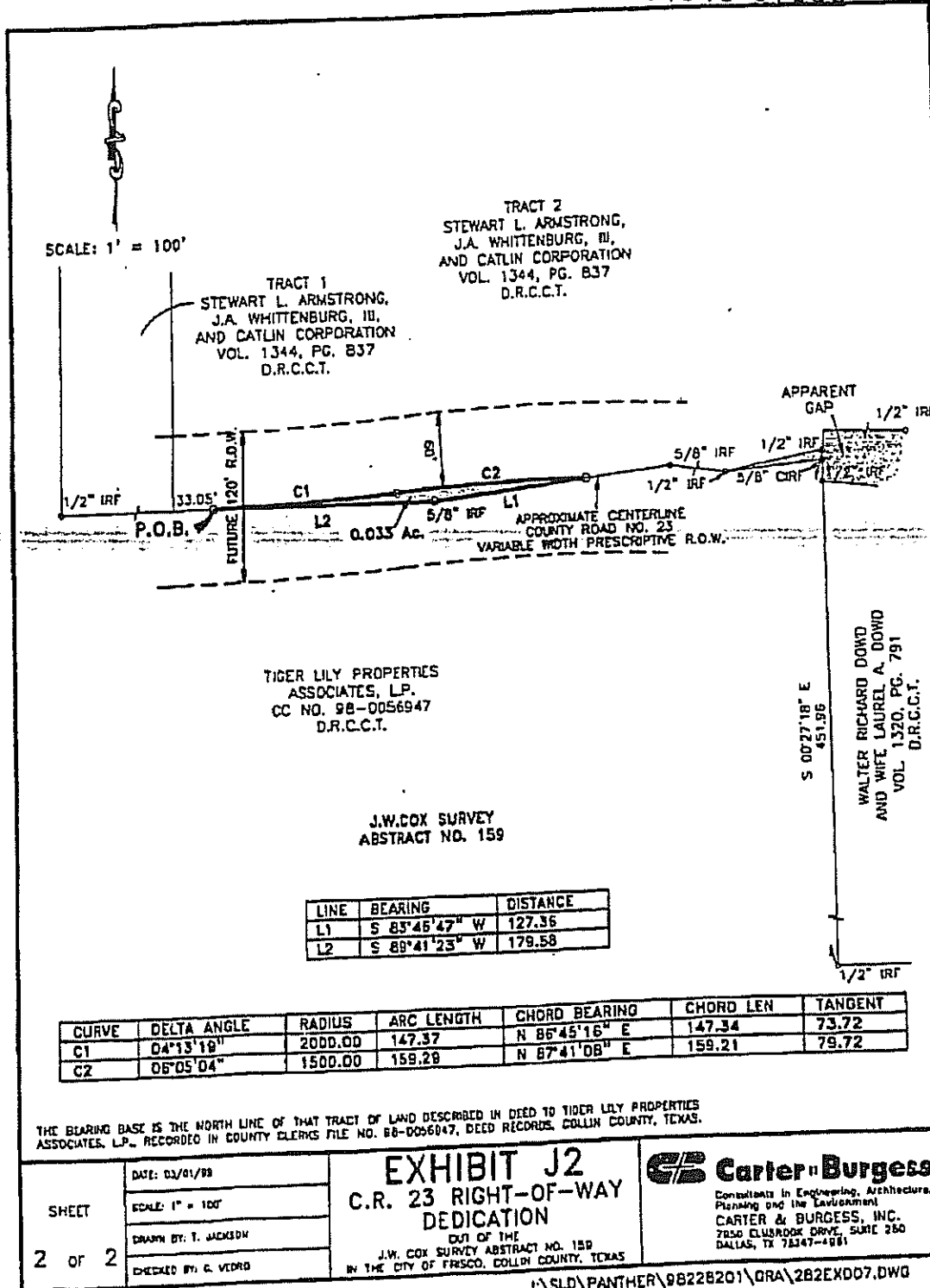
Carter Burgess
Consultants in Engineering, Architecture,
Planning and the Environment
CARTER & BURGESS, INC.
3050 EMBASSY DRIVE, SUITE 250
DALLAS, TX 75247-4981

04640 01535

SCALE: 1" = 100'

TRACT 1
STEWART L. ARMSTRONG,
J.A. WHITTENBURG, III,
AND CATLIN CORPORATION
VOL. 1344, PG. 837
D.R.C.C.T.

TRACT 2
STEWART L. ARMSTRONG,
J.A. WHITTENBURG, III,
AND CATLIN CORPORATION
VOL. 1344, PG. 837
D.R.C.C.T.



TIGER LILY PROPERTIES
ASSOCIATES, LP.
CC NO. 98-0056947
D.R.C.C.T.

J.W. COX SURVEY
ABSTRACT NO. 159

WALTER RICHARD DOWD
AND WIFE LAUREL A. DOWD
VOL. 1320, PG. 791
D.R.C.C.T.

LINE	BEARING	DISTANCE
L1	S 83°45'47\" W	127.36
L2	S 88°41'23\" W	179.58

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LEN	TANGENT
C1	04°13'18\"	2000.00	147.37	N 86°45'16\" E	147.34	73.72
C2	06°05'04\"	1500.00	159.28	N 87°41'08\" E	159.21	79.72

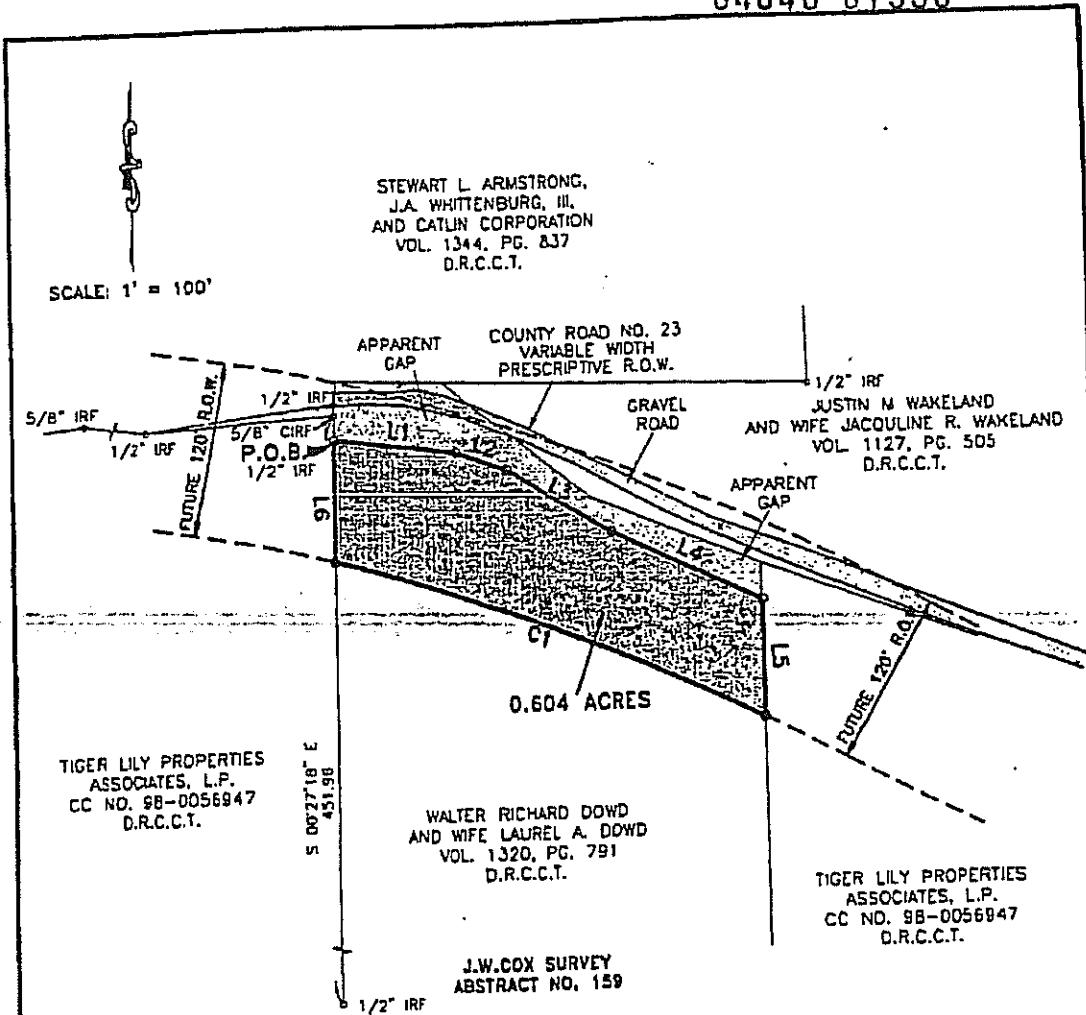
THE BEARING BASE IS THE NORTH LINE OF THAT TRACT OF LAND DESCRIBED IN DEED TO TIGER LILY PROPERTIES ASSOCIATES, LP., RECORDED IN COUNTY CLERK'S FILE NO. 98-0056947, DEED RECORDS, COLLIN COUNTY, TEXAS.

SHEET 2 OF 2	DATE: 03/01/99
	SCALE: 1" = 100'
	DRAWN BY: T. JACKSON
	CHECKED BY: G. VEDRO

EXHIBIT J2
C.R. 23 RIGHT-OF-WAY
DEDICATION
OUT OF THE
J.W. COX SURVEY ABSTRACT NO. 159
IN THE CITY OF FRISCO, COLLIN COUNTY, TEXAS

Carter Burgess
Consultants in Engineering, Architecture,
Planning and the Environment
CARTER & BURGESS, INC.
7850 ELUSROCK DRIVE, SUITE 260
DALLAS, TX 75247-4981

04640 01536



LINE	BEARING	DISTANCE
L1	S 83°27'49" E	67.78
L2	S 70°03'59" E	37.69
L3	S 58°56'47" E	86.68
L4	S 64°38'13" E	116.17
L5	S 00°27'18" E	80.46
L6	N 00°27'18" W	83.20

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LEN	TANGENT
C1	12°52'10"	1440.00	323.45	N 89°12'49" W	322.77	162.41

THE BEARING BASE IS THE NORTH LINE OF THAT TRACT OF LAND DESCRIBED IN DEED TO TIGER LILY PROPERTIES ASSOCIATES, L.P., RECORDED IN COUNTY CLERKS FILE NO. 98-0056947, DEED RECORDS, COLLIN COUNTY, TEXAS.

SHEET 3 OF 3	DATE: 03/01/99	EXHIBIT J3 C.R. 23 RIGHT-OF-WAY DEDICATION <small>OUT OF THE J.W. COX SURVEY ABSTRACT NO. 159 IN THE CITY OF FRISCO, COLLIN COUNTY, TEXAS</small>	Carter Burgess <small>Consultants in Engineering, Architecture, Planning and the Environment</small> CARTER & BURGESS, INC. <small>7150 ELMBROOK DRIVE, SUITE 250 DALLAS, TX 75247-4051</small>
	SCALE: 1" = 100'		
	DRAWN BY: I. JACKSON		
	CHECKED BY: G. MEDRO		

04640 01537

SCALE: 1" = 200'

COTHRAN MALIBU INVESTMENT, INC.
VOL. 3434, PG. 863
D.R.C.C.T.

APPROXIMATE CENTERLINE
COUNTY ROAD NO. 23
VARIABLE WIDTH PRESCRIPTIVE R.O.W.

FUTURE
120' R.O.W.

P.O.B.
1/2" IRF

N 89°41'34" E 840.98

1/2" IRF

S 89°41'34" W 836.03

C1

1.198 Ac.

ST. HWY. NO. 289
(PRESTON ROAD)

SAM ROACH
VOL. 667, PG. 852
D.R.C.C.T.

TIGER LILY PROPERTIES
ASSOCIATES, L.P.
CC NO. 98-0056947
D.R.C.C.T.

5/8" CIRF

TIGER LILY PROPERTIES
ASSOCIATES, L.P.
CC NO. 98-0056947
D.R.C.C.T.

W.B. WATKINS SURVEY
ABSTRACT NO. 1005

LINE	BEARING	DISTANCE
L1	S 00°14'20" W	60.00
L2	N 00°09'57" W	60.00

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LEN	TANGENT
C1	00°07'33"	2060.00	4.52	S 89°37'47" W	4.52	2.26

THE BEARING BASE IS THE NORTH LINE OF THAT TRACT OF LAND DESCRIBED IN DEED TO TIGER LILY PROPERTIES ASSOCIATES, L.P., RECORDED IN COUNTY CLERKS FILE NO. 98-0056947, DEED RECORDS, COLLIN COUNTY, TEXAS.

SHEET 2 OF 2	DATE: 03/01/99
	SCALE: 1" = 200'
	DRAWN BY: T. JACKSON
	CHECKED BY: E. VEDRO

EXHIBIT J4
C.R. 23 RIGHT-OF-WAY
DEDICATION
OUT OF THE
W.B. WATKINS SURVEY ABSTRACT NO. 1005
IN THE CITY OF FRISCO, COLLIN COUNTY, TEXAS

Carter Burgess
Consultants in Engineering, Architecture,
Planning and the Environment
CARTER & BURGESS, INC.
7850 ELUBROOK DRIVE, SUITE 250
DALLAS, TX 75247-4951

04640 01539

EXHIBIT "K"

SPECIAL WARRANTY DEED

STATE OF TEXAS
COUNTY OF COLLIN

KNOW ALL PERSONS BY TH

As used herein, the following terms shall have the follow

Date:

Grantor:

Grantor's Mailing Address (including county):

Grantee:

Grantee's Mailing Address (including county):

Consideration: TEN DOLLARS (\$10.00) cash and oth
the receipt and sufficiency of which are hereby acknowledged

Property (including any improvements):

Reservations from and Exceptions to Conveyance and Warrant

1.

Grantor, for the Consideration and subject to the Reser
Conveyance and Warranty, grants, sells, and conveys to Grant
and singular the rights and appurtenances thereto in any wise
Grantee, Grantee's heirs, executors, administrators, successors
hereby binds Grantor and Grantor's heirs, executors, administ
and forever defend all and singular the Property to Grantee an
administrators, successors, and assigns, against every person
claim the same or any part thereof, except as to the Reservatio
Conveyance and Warranty by, through or under me, but not c

When the context requires, singular nouns and pronoun

THIS INSTRUMENT WHICH INSTRUCTS THE SELLER, SELLER OR LEE OF THE
REAL PROPERTY BECAUSE OF COLOR OR RACE IS VOID AND
UNENFORCEABLE UNDER FEDERAL LAW (COUNTY OF COLLIN)
OF TEXAS
This instrument was FILED in the Public Records Office on the 05th
day of APRIL 2000 by me, and was duly RECORDED, in the Official Public
Records of Collin County, Texas at

APR 05 2000



Helen Starnes

For Record in:
COUNTY OF COLLIN, TX
HELEN STARNES

Apr 05 2000
10:43am

#1 285793
#2 84.00
#3 5.00
#4 0033704
-C- COUNTY CLERK

PARTIAL ASSIGNMENT AND ASSUMPTION
OF DEVELOPMENT AGREEMENT

This Partial Assignment and Assumption of Development Agreement (this "Agreement") is made and entered into as of the 31st day of January, 2002, by and between Tiger Lily Properties Associates, L.P., a Delaware limited partnership ("Assignor"), and Panther Creek Ventures, Ltd., a Texas limited partnership ("Assignee"), whose address is 1401 Burnham Drive, Plano, Texas 75093.

WITNESSETH:

WHEREAS, Assignor and the City of Frisco, Texas ("Frisco") entered into that certain Development Agreement (the "Original Agreement") dated March 7, 2000, appearing of record in Volume 4640, Page 1499 of the Real Property Records of Collin County, Texas, which Original Agreement relates to the development of a certain 995.11 acre tract of land more particularly described therein (the "Property");

WHEREAS, Assignor and Frisco amended the Original Agreement by that certain First Amendment to Development Agreement dated August 6, 2001, appearing of record in Volume 4989, Page 2397 of the Real Property Records of Collin County, Texas (the "First Amendment");

WHEREAS, the Original Agreement, together with the First Amendment, are collectively herein referred to as the "Development Agreement";

WHEREAS, Assignor and Assignee entered into that certain Contract of Purchase and Sale dated December 18, 2001, as amended by that certain First Amendment and Addendum to Contract of Purchase and Sale dated January 25, 2002 (as amended and as may be further amended from time to time, the "Contract") for the sale and purchase of that certain 310.225 acres, being a part of the Property, and being more specifically particularly described on Exhibit A attached hereto (the "310.225 Acre Tract");

WHEREAS, after the consummation of the purchase and sale of the 310.225 Acre Tract in accordance with the Contract, Assignee will own the 310.225 Acre Tract and Assignor will continue to own other real property which is also a part of the Property;

WHEREAS, Assignor has agreed to partially assign to Assignee certain rights under the Development Agreement, only to the extent such rights pertain to the 310.225 Acre Tract, and Assignee has agreed to assume such corresponding obligations of Assignor thereunder.

NOW, THEREFORE, for and in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

EXHIBIT "B"

1. Assignor does hereby assign to Assignee all of Assignor's rights under the Development Agreement but only to the extent same relate to the 310.225 Acre Tract.

2. It is specifically understood and agreed by Assignor and Assignee that Assignor does not assign any of its right, title or interest in and to and/or under the Development Agreement with respect to (a) funds heretofore paid, deposited and/or escrowed pursuant to the Development Agreement, (b) rights to utilize and/or receive reimbursement of funds paid, deposited and/or remaining on escrow as of the date hereof or at any time hereafter in accordance with the terms of the Development Agreement, (c) impact fee credits and/or waivers relating to any portion of the Property other than the 310.225 Acre Tract which arise pursuant to the Development Agreement (collectively herein, "Assignor's Rights"). Unless otherwise assigned by Assignor by written instrument filed of record, Assignor's Rights shall remain the sole property of Assignor from and after the date hereof.

3. Assignee hereby accepts the partial assignment by Assignor herein, and from and after the date of this Agreement, Assignee agrees to be bound by, perform, and assume all of the obligations, duties and responsibilities of Assignor contained in the Development Agreement which, by the terms of the Development Agreement were required to have been performed by Assignor after the date hereof, but only to the extent same relate to the 310.225 Acre Tract including, without limitation, the obligations set forth in Sections 1.07 and 1.08 of the Development Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

ASSIGNOR:

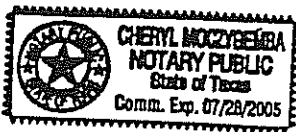
Tiger Lily Properties Associates, L.P., a Delaware limited partnership

By: Tiger Lily Enterprises, Inc., its general partner

By: *Phillip W. Huffines*
Phillip W. Huffines, Agent

STATE OF TEXAS §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me on the 31st day of January, 2002 by Phillip W. Huffines, agent of Tiger Lily Enterprises, Inc., a Delaware corporation, the general partner of Tiger Lily Properties Associates, L.P., a Delaware limited partnership, on behalf of said corporation and limited partnership.



Cheryl Mozzyzembka
Notary Public, State of Texas

ASSIGNEE:

Panther Creek Ventures, Ltd., a Texas limited partnership

By: Intermandeco, Ltd., its general partner

By: Intermandeco GP, LLC, its general partner

By: [Signature]
Issam Karanouh, Manager

THE STATE OF TEXAS

§
§
§

COUNTY OF Collin

This instrument was acknowledged before me on the 7th day of February, 2002, by Issam Karanouh, Manager of Intermandeco GP, LLC, a Texas limited liability company and general partner of Intermandeco, Ltd., a Texas limited partnership, general partner of Panther Creek Ventures, Ltd., a Texas limited partnership, for and on behalf of said limited partnership.

[Signature]
Notary Public, State of Texas

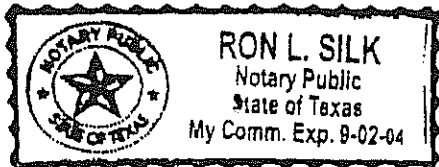


EXHIBIT A

BEING A TRACT OF LAND SITUATED IN THE M.E.P. & P.P.R. CO. SURVEY, ABSTRACT NO. 645 AND THE P.W. HOBBS SURVEY, ABSTRACT NO. 407, IN THE CITY OF FRISCO, COLLIN COUNTY, TEXAS AND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN DEED TO TIGER LILY PROPERTIES ASSOCIATES, L.P., RECORDED IN COUNTY CLERKS FILE NO. 98-0056947, OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS (D.R.C.C.T.). SAID 305.832 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET IN THE SOUTH LINE OF SAID TIGER LILY TRACT, BEING THE COMMON NORTH LINE OF THAT 13.934 ACRE TRACT OF LAND DESCRIBED IN DEED TO THE CITY OF FRISCO, RECORDED IN VOLUME 4768, PAGE 3524 D.R.C.C.T., BEING S 89°12'21" W, A DISTANCE OF 209.42 FEET FROM A POINT AT THE SOUTHEAST CORNER OF SAID TIGER LILY PROPERTIES TRACT, BEING THE COMMON NORTHEAST CORNER OF SAID 13.934 ACRE CITY OF FRISCO TRACT;

THENCE ALONG THE SOUTH LINE OF SAID TIGER LILY TRACT, BEING THE COMMON NORTH LINE OF SAID 13.934 ACRE CITY OF FRISCO TRACT THE FOLLOWING COURSES AND DISTANCES:

S 89°12'21" W, A DISTANCE OF 3190.55 FEET TO A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET FOR CORNER;

ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1940.00 FEET, A DELTA ANGLE OF 05°57'29", A LONG CHORD THAT BEARS N 87°48'54" W A DISTANCE OF 201.65 FEET, AN ARC DISTANCE OF 201.74 FEET TO A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET FOR CORNER;

ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2060.00 FEET, A DELTA ANGLE OF 01°01'56", A LONG CHORD THAT BEARS N 85°21'08" W A DISTANCE OF 37.11 FEET, AN ARC DISTANCE OF 37.11 FEET TO A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET FOR CORNER;

N 84°07'30" W, A DISTANCE OF 150.00 FEET TO A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET IN THE NORTH RIGHT-OF-WAY LINE OF ELDORADO PARKWAY, RECORDED IN CABINET N, PAGE 353-354 OF THE PLAT RECORDS OF COLLIN COUNTY, TEXAS (P.R.C.C.T.);

THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID ELDORADO PARKWAY, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 2070.00, A DELTA ANGLE OF 04°58'16", A LONG CORD THAT BEARS S 87°29'33" W A DISTANCE OF 179.54 FEET, AN ARC DISTANCE OF 179.60 FEET TO A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET AT THE SOUTH END OF A CORNER CLIP AT THE INTERSECTION OF SAID ELDORADO PARKWAY WITH THE EAST RIGHT-OF-WAY LINE OF HILLCREST ROAD, RECORDED IN CABINET N, PAGE 353-354 P.R.C.C.T.;

THENCE N 50°42'56" W, ALONG SAID CORNER CLIP, A DISTANCE OF 35.58 FEET TO A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET AT THE NORTH END OF SAID CORNER CLIP;

THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF SAID HILLCREST ROAD THE FOLLOWING COURSES AND DISTANCES:

N 00°47'39" W, A DISTANCE OF 124.92 FEET OT A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET FOR A CORNER;

N 03°03'22" W, A DISTANCE OF 150.00 FEET TO A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET FOR CORNER;

ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2380.00 FEET, A DELTA ANGLE OF 11°24'49", A LONG CHORD THAT BEARS N 08°16'04" E A DISTANCE OF 473.32 FEET, AN ARC DISTANCE OF 474.11 FEET TO A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET FOR CORNER;

N 13°58'29" E, A DISTANCE OF 1426.22 FEET TO A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET FOR CORNER;

ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2060.00 FEET, A DELTA ANGLE OF 18°03'56", A LONG CHORD THAT BEARS N 04°56'31" E A DISTANCE OF 646.84 FEET, AN ARC DISTANCE OF 649.53 FEET TO A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET FOR CORNER;

N 04°05'28" W, A DISTANCE OF 299.47 FEET TO A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET FOR CORNER;

ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1940.00 FEET, A DELTA ANGLE OF 22°56'01", A LONG CHORD THAT BEARS N 07°22'33" E A DISTANCE OF 771.34 FEET, AN ARC DISTANCE OF 776.52 FEET TO A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET FOR CORNER;

N 18°50'33" E, A DISTANCE OF 268.95 FEET TO A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET FOR CORNER;

ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2060.00 FEET, A DELTA ANGLE OF 09°24'11", A LONG CHORD THAT BEARS N 14°08'28" E A DISTANCE OF 337.70 FEET, AN ARC DISTANCE OF 338.08 FEET TO A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET FOR CORNER;

N 10°48'11" E, A DISTANCE OF 160.03 FEET TO A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET FOR CORNER;

ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2070.00 FEET, A DELTA ANGLE OF 05°00'21", A LONG CHORD THAT BEARS N 02°30'14" E A DISTANCE OF 180.80 FEET, AN ARC DISTANCE OF 180.85 FEET TO A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET FOR CORNER;

N 00°00'03" E, A DISTANCE OF 7.61 FEET TO A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET AT THE SOUTH END OF A CORNER CLIP AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF SAID HILLCREST ROAD WITH THE SOUTH RIGHT-OF-WAY LINE OF PANTHER CREEK PARKWAY, RECORDED IN CABINET N, PAGE 353-354 P.R.C.C.T.;

THENCE N 44°45'58" E, ALONG SAID CORNER CLIP, A DISTANCE OF 35.50 FEET TO A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET AT THE NORTH END OF SAID CORNER CLIP;

THENCE N 89°31'53" E, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID PANTHER CREEK PARKWAY, A DISTANCE OF 175.00 FEET TO A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET IN THE SOUTH LINE OF THAT 9.391 ACRE TRACT OF LAND DESCRIBED IN DEED TO THE CITY OF FRISCO, RECORDED IN VOLUME 4768, PAGE 3524 D.R.C.C.T.;

THENCE ALONG THE SOUTH LINE OF SAID 9.391 ACRE CITY OF FRISCO TRACT THE FOLLOWING COURSES AND DISTANCES:

N 85°07'39" E, A DISTANCE OF 153.52 FEET TO A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET FOR CORNER;

ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2060.00 FEET, A DELTA ANGLE OF 20°13'51", A LONG CHORD THAT BEARS N 77°01'44" E A DISTANCE OF 723.60 FEET, AN ARC DISTANCE OF 727.38 FEET TO A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET FOR CORNER;

N 66°54'48" E, A DISTANCE OF 271.09 FEET TO A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET FOR CORNER;

ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1440.00 FEET, A DELTA ANGLE OF 22°43'56", A LONG CHORD THAT BEARS N 78°16'46" E A DISTANCE OF 567.58 FEET, AN ARC DISTANCE OF 571.32 FEET TO A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET FOR CORNER;

N 89°38'44" E, A DISTANCE OF 33.30 FEET TO A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET AT THE SOUTHEAST CORNER OF SAID 9.391 ACRE CITY OF FRISCO TRACT, IN THE EAST LINE OF SAID TIGER LILY PROPERTIES TRACT, BEING IN THE WEST LINE OF THAT TRACT OF LAND DESCRIBED IN DEED TO THE CITY OF FRISCO, RECORDED IN COUNTY CLERKS FILE NO. 98-0145750 D.R.C.C.T. AS DEFINED IN A BOUNDARY LINE AGREEMENT RECORDED IN COUNTY CLERKS FILE NO. 98-0139128 D.R.C.C.T.;

THENCE S 00°03'51" E, ALONG THE EAST LINE OF SAID TIGER LILY PROPERTIES TRACT AND SAID WEST LINE, A DISTANCE OF 3516.46 FEET TO A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET FOR THE SOUTHWEST CORNER OF SAID CITY OF FRISCO TRACT;

THENCE N 89°15'09" E, ALONG THE SOUTH LINE OF SAID CITY OF FRISCO TRACT, BEING THE COMMON NORTH LINE OF SAID TIGER LILY PROPERTIES TRACT, A DISTANCE OF 1331.61 FEET TO A 5/8" IRON ROD FOUND AT THE SOUTHEAST CORNER OF SAID CITY OF FRISCO TRACT, BEING THE MOST EASTERLY NORTHEAST CORNER OF SAID TIGER LILY PROPERTIES TRACT;

THENCE S 00°38'39" E, ALONG THE EAST LINE OF SAID TIGER LILY PROPERTIES TRACT, A DISTANCE OF 1441.45 FEET;

THENCE DEPARTING SAID EAST LINE, OVER AND ACROSS SAID TIGER LILY TRACT THE FOLLOWING COURSES AND DISTANCES:

S 89°21'50" W, A DISTANCE OF 209.39 FEET TO A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET FOR CORNER;

S 00°38'10" E, A DISTANCE OF 240.28 FEET TO THE POINT OF BEGINNING, AND CONTAINING 310.225 ACRES OF LAND, MORE OR LESS.

NOTE: COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND/OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW (THE STATE OF TEXAS) (COUNTY OF COLLIN)
I hereby certify that this instrument was FILED in the File Number: 200202 on the date and the time stamped herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Collin County, Texas on

FEB 11 2002

Helen Starnes



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

On Feb 11 2002
At 1:26pm

Doc/Num : 2002- 0021429

Recording/Type:AS 23.00
Receipt #: 5336

SLOAN & ASSOCIATES, P.C.

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KENNETH W. SLOAN
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E-MAIL ADDRESS:
KEN@SLOANLAWPC.COM

August 14, 2002

City of Frisco
Mr. George Purefoy, City Manager
6891 Main Street
P.O. Drawer 1100
Frisco, Texas 75034

Via Hand Delivery

Re: Written Request for Creation of Public Improvement District ("PID") from Panther Creek Ventures, Ltd.

Dear Mr. Purefoy:

Panther Creek Ventures, Ltd. is the owner of 310.22 acres of land, more or less, in Collin County, Texas which real property will be referred to herein as "Panther Creek". Pursuant to that Development Agreement dated March 7, 2000 by and between the City of Frisco, Texas and Tiger Lily Properties Associates, L.P. recorded in Volume 4640, Page 1499, and as amended in the First Amendment to Development Agreement, recorded in Volume 4989, Page 2397 and pursuant to that Partial Assignment and Assumption of Development Agreement from Tiger Lily to Panther Creek Ventures, Ltd. recorded under Document No. 2002-0021429 in the Deed Records of Collin County, Texas, Panther Creek Ventures, Ltd. is the owner and holder of all rights under the Development Agreement related to Tract III. Pursuant to Section 3.02 of the Development Agreement, any owner is entitled to request in writing that the City of Frisco create a PID covering the tract within which the land owned by such owner is located. Accordingly, Panther Creek Ventures, Ltd. hereby submits this formal request in writing for the creation of a PID with respect to Panther Creek also known as Tract III in the Development Agreement. In accordance with the Development Agreement, Frisco is to create the PID within 60 days of this written request.

Panther Creek Ventures, Ltd. is the only owner of the property within Tract III as defined in the Development Agreement. Pursuant to Section 3.02 (4) of the Development Agreement, the owner, Panther Creek Ventures, Ltd., is to identify to Frisco the PID improvements that are proposed to be constructed or purchased by the PID. Improvements proposed to be funded by the PID, which are all improvements in excess of those required by the City, have been ostensibly approved by the Attorney General, and are enhancements in compliance with public

improvement district requirements according to the Texas Local Government Code. The improvements are as follows:

- Roadway landscape and irrigation improvements:

- i) landscape and irrigation to Eldorado Parkway, Hillcrest Road, Panther Creek Parkway, and the N/S Collector.

Estimated Cost: \$428,484.26

- Monuments/Walls/Fences:

- i) main entry features for Eldorado Parkway and Hillcrest Road;
- ii) secondary features for Eldorado Parkway and Hillcrest Road; and
- iii) secondary features for Panther Creek and Eldorado Parkway/Preston Road monument.

Estimated Cost: \$533,570.00

- Recreational Amenities:

- i) pool complex;
- ii) two separate shade structures;
- iii) two separate playground equipment areas; and
- iv) game court.

Estimated Cost: \$560,000.00

- Open Space Treatment:

- i) vegetation, irrigation and potential structural development.

Estimated Cost: \$466,092.80

- PID Improvement Expenses:

- i) landscape architecture;
- ii) construction management; and
- iii) surveying and engineering.

Estimated Cost: \$459,000.00

- Annual PID Expenses:
 - i) one year maintenance contract;
 - ii) one year management contract;
 - iii) Frisco administration; and
 - iv) utilities.

Estimated Cost: \$320,500.00

The total estimated costs for all of the foregoing items is \$2,767,647.06. A detailed budget is attached hereto prepared by TBG Partners, the Landscape Architect for your assistance. In addition, pursuant to Section 3.08 of the Development Agreement, Panther Creek Ventures intends that the PID shall also purchase 6.649 acres of open space land at \$50,000.00 per acre for a total purchase price of \$332,450.00. The total estimated amount to be funded is therefore \$3,100,097.06.

It is intended that the work will be completed in two phases with a vast majority of work being completed in the first phase. For your assistance, the developer has prepared and we include "Definitions and Descriptions" which may be reviewed for further detail with respect to the proposed Improvements. A "Concept Plan" as well as the "Hillcrest Entry Concept Plan Example" are also attached for your review to depict an idea of what we anticipate the ultimate design to be. Panther Creek reserves the right to modify the scope of the above described improvements and modify the cost estimates to conform to actual expenses and provide a final budget with the submission of construction plans.

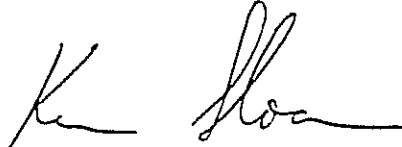
Pursuant to Section 3.06 of the Development Agreement, included with the cost of the foregoing improvements, it is proposed that PID funds also be used to pay for all fees and expenses of Panther Creek Ventures with respect to architects, engineers, construction management and all fees of the City of Frisco arising in connection with the issuance of Certificates of Obligation issued to fund the PID. It is also expected that the PID will fund maintenance of the improvements and operation costs. Panther Creek requests that one year's operation and maintenance expenses be designated and set aside out of certificate of obligation proceeds for purposes of payment of such expenses as they arise.

In accordance with Section 3.02 of the Development Agreement, it is anticipated that the City will authorize the issuance of certificates of obligation to be used to reimburse Panther Creek Ventures, Ltd. for the above described improvements, purchases and obligations. Upon creation of the PID, it is also anticipated that a three person Advisory Board will be appointed by the City. Panther Creek Ventures, Ltd. will comply with all requirements with respect to the PID such as presentation of the construction plans thirty (30) days prior to commencement of construction.

Mr. George Purefoy
August 14, 2002
Page 4 of 4

Please notify the undersigned of any questions you may have. We look forward to the creation of the PID and your assistance with this matter. Thank you for your time and attention.

Sincerely,

A handwritten signature in black ink, appearing to read "K Sloan". The signature is fluid and cursive, with a large initial "K" and a long, sweeping underline.

Kenneth W. Sloan

KWS:sw

cc: Cary L. Cobb