

COMMISSIONERS COURT
REGULAR SESSION
March 28, 2005

The Hunt County Commissioners Court met this day at 10:00A.M. with all Commissioners present with Judge Joe Bobbitt presiding. Minutes of the previous meeting were approved as submitted.

NEW BUSINESS:

9384 On the motion by Judge Bobbitt, second by Phillip Martin, the Court approved extension of the Bank One Depository Contract for two years (May 12, 2005 thru May 12, 2007) based on the opinion of County Treasurer – Delores Shelton, stating Hunt County has not been required to pay analysis fees or any charges for the past two years. *See Attachments.*

— ‘Discuss and possibly take action on Final Plat for Graham Point Estates, Phase II in Pct 2 – Sam Havens.’ Commissioner Green requested this item be placed on

OLD BUSINESS for next Court.

9385 On the motion by Judge Bobbitt, second by Ralph Green, the Court approved the Interlocal Agreement with Royse City covering properties of the Veranda Project granting regulatory powers to the Commissioners Court on all county properties. *See Attachments.*

9386 On the motion by Martin, second by Kenneth Thornton, the Court accepted bids received from different locations for alternate vendors and pit locations for rock from Texoma Limestone in Caddo, Oklahoma and D.L. Lennon Point, Texas.

9387 On the motion by Green, second by Martin, the Court approved amendments to the FY 2004-2005 County Budget. County Auditor – Jimmy Hamilton advised the Court \$175,000.00 to be added to Contingency Fund for the rest of the year.

9388 On the motion by Judge Bobbitt, second by Thornton, the Court approved rental of a forklift for Ag Extension in cooperation with TECQ for pesticides clean-up day to United Rental for up to \$300.00. To be held at Fairgrounds on April 23, 2005.

9389 On the motion by Martin, second by Latham, the Court approved accounts payable. Judge Bobbitt abstained from the vote.

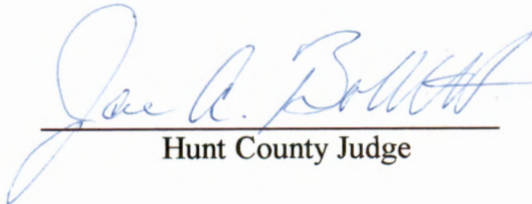
9390 On the motion by Green, second by Martin, the Court approved line-item budget transfers.

PERSONNEL AND PAYROLL:

<u>911:</u>	Change Jackie Cornish – 911 Coordinator Assistant Sec. 2 from \$20,800.00 to \$23,690.00 per year, effective 3-28-05. Employee evaluation on file at 9:30 A.M. this date.
<u>COMMISSIONER PCT 4:</u>	Remove Nathan Pierce, effective January 11, 2005.
<u>COUNTY ATTORNEY:</u>	<p>Add Eric Huggins will be working for County Attorney as a part time investigator, service of Civil and Criminal documents and various other investigative functions, to be compensated out of County Attorney fee fund. He will be driving one of the County Attorney Cars.</p> <p>Add Brian R. Hutchins as a legal intern, observing Civil and Criminal proceedings for the purpose of obtaining college credit toward his law degree. To not be compensated for position.</p>
<u>DISTRICT CLERK:</u>	Remove Ashley Clark, effective 3-24-05.
<u>JUVENILE PROBATION:</u>	<p>Remove James McReynolds, effective 3-14-05.</p> <p>Change Justin Meeks to \$20,000.00, effective 3-14-05.</p> <p>Change LaShane Moore to \$20,000.00, effective 3-14-05.</p>
<u>MAINTENANCE:</u>	<p>Add Kevin Rose as hourly Maintenance Tech at \$10.00 per hour, effective 3-22-05. Funds available.</p> <p>Change Edna Harper Custodian I from \$21,431.02 to \$22,178.00 per year, effective 3-28-05. Employee evaluation on file, funds available.</p>
<u>PERSONNEL DEPARTMENT:</u>	Change Peggy Little hourly Personnel Loss Control Assistant from \$9.00 to \$10.00 per hour, effective 3-28-05. Funds available.
<u>SHERIFF DEPARTMENT:</u>	<p>Re-hire Gardenia Torres as full time Jailer at \$22,941.00 per year, effective 3-25-05. Funds available.</p> <p>Add Mike Warren as full time Detention Officer at \$22,941.00 per year, effective 3-22-05. Funds available.</p> <p>Remove Phillip Morris as Detention Officials due to his resignation, effective 3-11-05.</p>

9391 On the motion by Martin, second by Latham, the Court approved personnel and payroll changes. The Court went into Executive Session at 9:40A.M. for Personnel Matter per TGC Sec 551.075 and Security Matters per TGC Sec 551.076. After much discussion, the Court approved Personnel and Payroll as submitted. For: Thornton, Martin, Latham. Against: None. Abstained: Green. Motion carries, with no further action. Court returned to Regular Session at 11:50 A.M.

_____ Court Adjourned at. Minutes approved this 1 day of April, 2005.



Hunt County Judge

Attest:



Hunt County Clerk

BANK ONE.

5906 Wesley Street
Greenville, TX 75403-1238

9384

FILED FOR RECORD
at 2 o'clock P M

MAR 28 2005

LINDA BROOKS
County Clerk, Hunt County, Tex.
By L. Brooks

March 8, 2005

Delores Shelton, Hunt County Treasurer
Joe A Bobbitt, Hunt County Judge
Hunt County Courthouse
2507 Lee Street
Greenville, TX 75401

Re: Extension of Depository Contract beginning May 12, 2003 and ending May 12, 2005

Dear Ms. Shelton and Judge Bobbitt:

Pursuant to the Depository Agreement referenced above between Hunt County and JPMorgan Chase/Bank One, Texas, N.A., please sign below indicating acceptance by Hunt County that both the County and JPMorgan Chase/Bank One, Texas, N.A. have mutually agreed to extend said Depository Agreement for a two year extension under the same terms and conditions of the original agreement. The current contract would then expire May 12, 2007.

Agreed to by Hunt County, Texas, this 28th day of March, 2005, by:

Joe A. Bobbitt

Joe A. Bobbitt
County Judge, Hunt County

Agreed to by JPMorgan Chase/Bank One, Texas, N.A., this 28 day of March, ²⁰⁰⁵ ~~2007~~, by: RAD

Robin Duncan

Robin Duncan
Relationship Manager

#3

CURTIS, ALEXANDER, MCCAMPBELL & MORRIS, P.C.
ATTORNEYS AT LAW

HAROLD F. CURTIS, JR.
IVAN ALEXANDER, JR.
J. BRAD MCCAMPBELL
LEAH CURTIS MORRIS
GEORGE IVAN ALEXANDER
PHILIP D. ALEXANDER

2708 WASHINGTON STREET
P. O. BOX 1256
GREENVILLE, TEXAS 75403-1256
(903) 455-8113
(903) 454-3371 FAX

EMORY • GREENVILLE

March 9, 2005

Honorable Joe A. Bobbitt
Hunt County Judge
Hunt County Courthouse
Greenville, Texas 75401

Re: Interlocal Cooperation Agreement with Royse City, Texas

Dear Judge Bobbitt:

Herewith a revised Interlocal Cooperation Agreement with the field note description furnished me by the Crawford Law Firm in Dallas attached. We will make copies after it has been approved and is signed both by you and by Linda Brooks. Please let me know if I can facilitate any presentation that may be required among the Commissioners or securing execution.

If you will call me when this is fully executed, I will forward it to Connie Goodwin for adoption there.

With kind regards,

Yours very truly,


Harold F. Curtis, Jr.

HFC/eh
Enclosure

[Redacted]

[Redacted]

[Redacted]

9385

FILED FOR RECORD
 at 2 o'clock
 MAR 28 2005
 By County Clerk, LINDA BROOKS
 Hunt County, Tex.

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement ("ICA") is entered into and in accordance with the provisions of the Interlocal Cooperation Act, Chapter 791, *Texas Government Code*, and *Texas Local Government Code §242.001*, as amended, by and between the CITY OF ROYSE CITY, TEXAS ("City"), a political subdivision of the State of Texas, and HUNT COUNTY, TEXAS ("County"), also a political subdivision of the State of Texas.

Recitals

WHEREAS, a portion of the extraterritorial jurisdiction ("ETJ") of the City may lie within the boundaries of the County (the "Conflicting Portion of City's ETJ"); and

WHEREAS, §242.001 requires that in such instances the City and the County agree to a means whereby only one governmental agency will have jurisdiction to oversee and regulate the platting processes and related permits within the Conflicting Portion of City's ETJ; and

WHEREAS, the Interlocal Cooperation Act allows local governments to contract with one another to perform governmental functions such as platting and approval of related permits; and

WHEREAS, City and County mutually desire to be subject to the provisions of the Interlocal Cooperation Act, and specifically §791.011 thereof regarding contracts to perform governmental functions and services; and

WHEREAS, §242.001 requires the City and the County in such circumstances to enter into a written agreement that identifies the governmental entity authorized to regulate subdivision plats and approve related permits in the Conflicting Portion of City's ETJ; and

WHEREAS, both City and County desire that County be granted such exclusive jurisdiction to regulate subdivision plats and approve related permits within the Verandah Subdivision (hereafter defined) lying in the Conflicting Portion of City's ETJ under Subchapter A of Chapter 212 of the *Texas Local Government Code* and other statutes applicable to municipalities, all as provided for in §242.001, as amended.

NOW, THEREFORE, City and County, for the mutual consideration stated herein, agree and obligate themselves as follows:

Agreements

1. County Granted Exclusive Jurisdiction. County shall be and is granted exclusive jurisdiction to regulate all subdivision plats and approve all related permits in property which has been designated for subdivision as the Verandah Subdivision, being 644.6229 acres of land more or less out of the James May Survey, A-1297, and other surveys, situated in Hunt County, Texas,

more fully and completely described by metes and bounds on Exhibit "A" attached hereto to which Exhibit "A" reference is here made to incorporate the same herein for all pertinent purposes and specifically for a legal description of the portion of the Conflicting Portion of City's ETJ which is covered by this Agreement being the boundaries of the future Verandah Subdivision. County may regulate subdivisions under Subchapter A of Chapter 212 of the *Texas Local Government Code* and other statutes applicable to municipalities, and City shall no longer exercise any of these functions in the Conflicting Portion of its ETJ. County shall retain jurisdiction to enforce *Texas Health & Safety Code 366* and on-site sewage facilities under *30 Texas Administrative Code* ("TAC") Chapter 285, and the jurisdiction to approve and regulate culvert and development permits shall remain within the jurisdiction of the County.

2. Conflict in ETJ Resolved by this Agreement. This Agreement covers and includes only the area of the Conflicting Portion of the City's ETJ which is described on Exhibit "A" attached hereto and has been designated the future Verandah Subdivision. Agreement with respect to this portion of the ETJ of the City shall not affect any future negotiations or discussions between City and County as to other portions of the ETJ nor shall this Agreement be deemed an admission by the City or the County in any dispute with any other person or municipality regarding the boundaries of City's ETJ.

3. Notice of Approved Plats. The County shall notify City of the approval of a plat. A copy of the approved plat and any engineering plans shall be sent to the City as designated by the City Administrator. Addresses shall be assigned to each lot within an approved subdivision by County.

4. Plats Affected. The plats which will be subject to this ICA are those heretofore filed approved by County and those filed after the effective date, as herein defined, of this ICA.

5. Collection of Fees and Costs. All costs involved with the approval of subdivision plats, including but not limited to engineering reviews and inspections of public improvements, under this ICA shall be borne by the County and payable out of current revenues available to it. All fees collected by the County shall be retained by the County.

6. Effective Date. The Effective Date shall be the date upon which both parties have approved and fully executed this ICA.

7. Applicable Regulations. The subdivision rules and regulations currently enacted by the County are hereby established as the regulations to be enforced by the County in the Conflicting Portion of City's ETJ. Any amendments of the County's subdivision rules and regulations shall apply from the effective date thereof.

8. Miscellaneous Provisions.

- (a) This Agreement expresses the entire agreement between the parties hereto regarding the subject matter contained herein and may not be modified or amended except by written agreement duly executed by both parties.
- (b) This Agreement has been duly and properly approved by each party's governing body and constitutes a binding obligation on each party.
- (c) This Agreement shall be construed in accordance with the laws of the State of Texas, and venue for all purposes hereunder shall be in Hunt County, Texas.
- (d) If any provisions hereof is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be fully severable here from and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision never comprised a part hereof; and the remaining provisions shall continue in full force and effect.
- (e) All notices required to be given by virtue of this ICA shall be addressed as follows and delivered by certified mail, postage prepaid, or by hand delivery:

City:

Connie Goodwin
City Manager
City of Royse City

Royse City, Texas 75189

Copy to:

County:

Hunt County Judge
Hunt County Courthouse
Greenville, Texas 75401

Copy to:

Harold F. Curtis, Jr.
Curtis, Alexander, McCampbell & Morris, P.C.
P. O. Box 1256
Greenville, Texas 75403

- (f) This ICA is not intended to extend the liability of the parties beyond that provided by law. Neither the City nor the County waives any immunity or defense that would otherwise be available to it against claims by third parties.

APPROVED BY THE CITY COUNCIL OF THE CITY OF ROYSE CITY, TEXAS, in its meeting held on the _____ day of _____, 2005, and executed by its authorized representative.

CITY OF ROYSE CITY, TEXAS

By: _____

Title: _____

ATTEST:

City Secretary

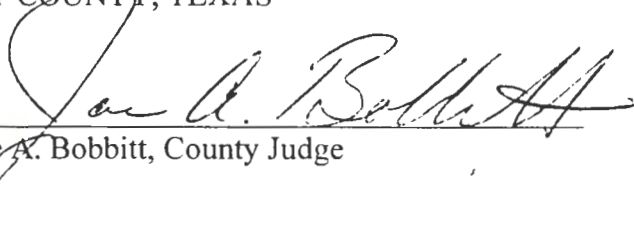
APPROVED AS TO FORM:

City Attorney

APPROVED BY THE COMMISSIONERS COURT FOR HUNT COUNTY, TEXAS, in its meeting held on the 28 day of March, 2005, and executed by its authorized representative.

HUNT COUNTY, TEXAS

By:


Joe A. Bobbitt, County Judge

ATTEST:


Linda Beach
Hunt County Clerk

APPROVED AS TO FORM:

Harold F. Curtis, Jr., Special Counsel
to the County

TRACT 1

BEING a tract of land located in the JAMES MAY SURVEY, ABSTRACT NO. 1297 and the J.W. BECKTON SURVEY, ABSTRACT NO. 91, Hunt County, Texas and being a part those tracts of land described in Deed to Verandah Communities, L.P., recorded in Document No. 2002-0018805, Volume 949, Page 21, Volume 1095, Page 360, Volume 998, Page 198, Volume 976, Page 61, Volume 1105, Page 106, Document No. 2003-0004676, Volume 977, Page 27 and Volume 979, Page 380, Volume ____, Page ____ Deed Records, Hunt County, Texas and being more particularly described as follows:

BEGINNING at the intersection of the approximate centerline of County Road No. 2648 with the North line of Interstate Highway 30, a variable width right-of-way;

THENCE South 73 degrees 18 minutes 42 seconds West, a distance of 51.17 feet to a point for corner;

THENCE South 28 degrees 18 minutes 42 seconds West, a distance of 138.60 feet to a point for corner at the beginning of a non-tangent curve to the right having a central angle of 13 degrees 37 minutes 55 seconds, a radius of 5,542.65 feet and a chord bearing and distance of South 81 degrees 39 minutes 41 seconds West, 1,315.61 feet;

THENCE westerly, along said curve to the right, an arc distance of 1,318.72 feet to a point for corner;

THENCE North 00 degrees 53 minutes 20 seconds West, a distance of 752.79 feet to a point for corner;

THENCE South 88 degrees 57 minutes 46 seconds West, a distance of 173.69 feet to a point for corner;

THENCE South 88 degrees 58 minutes 12 seconds West, a distance of 204.10 feet to a point for corner;

THENCE South 01 degrees 07 minutes 09 seconds East, a distance of 554.19 feet to a point for corner;

THENCE South 01 degrees 31 minutes 39 seconds East, a distance of 199.24 feet to a point for corner;

THENCE South 88 degrees 53 minutes 32 seconds West, a distance of 241.78 feet to a point for corner;

THENCE North 01 degrees 03 minutes 13 seconds West, a distance of 1,646.77 feet to a point for corner;

THENCE South 88 degrees 45 minutes 26 seconds West, a distance of 240.14 feet to a point for corner;

THENCE South 01 degrees 03 minutes 13 seconds East, a distance of 1,271.98 feet to a point for corner;

THENCE South 88 degrees 53 minutes 26 seconds West, a distance of 248.92 feet to a point for corner;

THENCE South 01 degrees 03 minutes 13 seconds East, a distance of 175.00 feet to a point for corner;

THENCE South 88 degrees 53 minutes 26 seconds West, a distance of 710.23 feet to a point for corner;

THENCE South 88 degrees 51 minutes 09 seconds West, a distance of 108.63 feet to a point for corner;

THENCE South 01 degrees 06 minutes 37 seconds East, a distance of 199.12 feet to a point for corner;

THENCE South 88 degrees 53 minutes 32 seconds West, a distance of 1,326.47 feet to a point for corner;

THENCE North 01 degrees 06 minutes 28 seconds West, a distance of 55.00 feet to a point for corner;

THENCE South 88 degrees 53 minutes 32 seconds West, a distance of 100.80 feet to a point for corner;

THENCE North 01 degrees 06 minutes 28 seconds West, a distance of 130.00 feet to a point for corner;

THENCE South 88 degrees 53 minutes 32 seconds West, a distance of 167.53 feet to a point for corner;

THENCE South 01 degrees 06 minutes 28 seconds East, a distance of 130.00 feet to a point for corner;

THENCE South 88 degrees 53 minutes 32 seconds West, a distance of 326.67 feet to a point for corner;

THENCE North 46 degrees 06 minutes 28 seconds West, a distance of 44.12 feet to a point for corner;

THENCE North 75 degrees 02 minutes 28 seconds West, a distance of 40.45 feet to a point for corner;

THENCE North 01 degrees 24 minutes 26 seconds East, a distance of 100.30 feet to a point for corner;

THENCE North 88 degrees 53 minutes 32 seconds East, a distance of 39.94 feet to a point for corner;

THENCE North 01 degrees 22 minutes 00 seconds East, a distance of 779.48 feet to a point for corner at the beginning of a non-tangent curve to the left having a central angle of 16 degrees 57 minutes 30 seconds, a radius of 1,195.92 feet and a chord bearing and distance of North 08 degrees 38 minutes 04 seconds East, 352.68 feet;

THENCE northerly, along said curve to the left, an arc distance of 353.97 feet to a point for corner;

THENCE North 00 degrees 09 minutes 19 seconds East, a distance of 543.47 feet to a point for corner;

THENCE North 03 degrees 01 minutes 04 seconds East, a distance of 200.25 feet to a point for corner;

THENCE North 00 degrees 09 minutes 19 seconds East, a distance of 1,101.77 feet to a point for corner;

THENCE North 02 degrees 42 minutes 25 seconds West, a distance of 200.25 feet to a point for corner;

THENCE North 00 degrees 09 minutes 19 seconds East, a distance of 159.63 feet to a point for corner;

THENCE North 88 degrees 48 minutes 10 seconds East, a distance of 1,036.99 feet to a point for corner;

THENCE North 00 degrees 00 minutes 07 seconds West, a distance of 231.12 feet to a point for corner;

THENCE North 88 degrees 44 minutes 27 seconds East, a distance of 1,557.79 feet to a point for corner;

THENCE North 00 degrees 51 minutes 47 seconds West, a distance of 2,829.95 feet to a point for corner;

THENCE North 89 degrees 32 minutes 53 seconds East, a distance of 2,263.40 feet to a point for corner;

THENCE South 00 degrees 26 minutes 26 seconds West, a distance of 718.59 feet to a point for corner;

THENCE South 89 degrees 15 minutes 25 seconds West, a distance of 417.42 feet to a point for corner;

THENCE South 00 degrees 27 minutes 53 seconds West, a distance of 2,100.73 feet to a point for corner;

THENCE North 89 degrees 15 minutes 25 seconds East, a distance of 864.84 feet to a point for corner;

THENCE South 00 degrees 21 minutes 28 seconds West, a distance of 2,104.18 feet to a point for corner;

THENCE South 00 degrees 36 minutes 59 seconds West, a distance of 1,344.89 feet to the POINT OF BEGINNING and containing 546.744 acres of land, more or less.

TRACT 2

BEING a 73.9885 acre tract of land situated in the Richard Mead Survey, Abstract No. 1226, Hunt County, Texas, said tract of land being part of that certain 161.67 acre tract of land conveyed to J. Quincy Adams by Arnold N. Ablon, according to the Warranty Deed with Vendor's Lien filed for record in Volume 819, Page 100 of the Deed Records of Hunt County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a concrete monument found (disturbed) at the intersection of a flare in the North right-of-way line of Farm to Market 35 (a variable width right-of-way at this point) and the West right-of-way line of Farm to Market 2642 (a 100 foot wide right-of-way at this point);

THENCE South 44 deg. 03 min. 40 sec. West, along the flare in the North right-of-way line of said Farm to Market 35 a distance of 332.30 feet, to a concrete monument found (disturbed) for corner;

THENCE South 88 deg. 45 min. 28 sec. West, continuing along the North right-of-way line of said Farm to Market 35 a distance of 1055.70 feet, to a 1/2 inch iron rod found with a cap stamped "Pate Engrs.", and being on the county line between said Rockwall County and Hunt County;

THENCE North 01 deg. 14 min. 32 sec. West, more or less, leaving the North right-of-way line of said Farm to Market 35 and along said county line, a distance of 2966.61 feet to a point for corner;

THENCE North 89 deg. 42 min. 14 sec. East, a distance of 166.85 feet to a 1/2 inch iron rod with a cap stamped "Pate Engrs." found for corner;

THENCE South 00 deg. 17 min. 46 sec. East, a distance of 539.00 feet to a 1/2 inch iron rod with a cap stamped "Pate Engrs." found for corner;

THENCE North 88 deg. 55 min. 19 sec. East, a distance of 1162.40 feet to a 1/2 inch iron rod with a cap stamped "Pate Engrs." found for corner in the westerly right-of-way line of said Farm to Market Road 2642, said point being the beginning of a non-tangent curve to the right having a radius of 1095.92 feet and a chord that bears South 01 deg. 30 min. 04 sec. East a distance of 39.07 feet;

THENCE in a southeasterly direction along the westerly right-of-way line of said Farm to Market Road 2642 and said curve to the right, through a central angle of 02°02'34", an arc distance of 39.07 feet to a 1/2-inch iron rod with cap stamped "Pate Engrs." found for corner;

THENCE South 00 deg. 28 min. 47 sec. East, continuing along the westerly right-of-way line of said Farm to Market Road 2642 a distance of 2149.00 feet to the POINT of BEGINNING and containing 73.9885 acres (3,222,939 square feet) of land, more or less.

TRACT 3

BEING a 23.8904 acre tract of land situated in the Richard Mead Survey, Abstract No. 1226, Hunt County, Texas, said tract of land being part of that certain 161.67 acre tract of land conveyed to J. Quincy Adams by Arnold N. Ablon, according to the Warranty Deed with Vendor's Lien filed for record in Volume 819, Page 100 of the Deed Records of Hunt County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod with cap (stamped "PATE ENGRS.") set for corner at the intersection of the southerly right-of-way line of Interstate Highway No. 30 (a variable width right-of-way) with the westerly right-of-way line of Farm to Market Road 2642 (a 100 foot wide right-of-way at this point), said point being the beginning of a curve to the left having a radius of 1195.92 feet and a chord that bears South 10 deg. 09 min. 47 sec. East a distance of 374.17 feet;

THENCE in a southeasterly direction along the westerly right-of-way line of said Farm to Market Road 2642 and said curve to the left, through a central angle of 18°00'00", an arc distance of 375.71 feet to a 1/2-inch iron rod with cap (stamped "PATE ENGRS.") set for corner;

THENCE South 19 deg. 09 min. 47 sec. East, continuing along the westerly right-of-way line of said Farm to Market Road 2642 a distance of 124.08 feet to a 1/2-inch iron rod with cap (stamped "PATE ENGRS.") set for corner, said point being the beginning of a curve to the right having a radius of 1095.92 feet and a chord that bears South 10 deg. 50 min. 34 sec. East a distance of 317.17 feet;

THENCE in a southeasterly direction continuing along the westerly right-of-way line of said Farm to Market Road 2642 and said curve to the right, through a central angle of 16°38'26", an arc distance of 318.29 feet to a 1/2-inch iron rod with cap (stamped "PATE ENGRS.") set for corner;

THENCE South 88 deg. 55 min. 19 sec. West, leaving the westerly right-of-way line of said Farm to Market Road 2642, a distance of 1162.40 feet to a 1/2-inch iron rod with cap (stamped "PATE ENGRS.") set for corner;

THENCE North 00 deg. 17 min. 46 sec. West, a distance of 539.00 feet to a 1/2-inch iron rod with cap (stamped "PATE ENGRS.") set for corner;

THENCE South 89 deg. 42 min. 14 sec. West, a distance of 166.85 feet to a point for corner on the county line between said Hunt County and Rockwall County;

THENCE North 01 deg. 14 min. 32 sec. West, along said county line a distance of 408.78 feet to a point for corner in the southerly right-of-way line of said Interstate Highway No. 30;

THENCE North 88 deg. 55 min. 19 sec. East, along the southerly right-of-way line of said Interstate Highway No. 30 a distance of 321.66 feet to a 1/2-inch iron rod with cap (stamped "PATE ENGRS.") set for corner;

THENCE South 79 deg. 46 min. 05 sec. East, continuing along the southerly right-of-way line of said Interstate Highway No. 30 a distance of 254.95 feet to a 1/2-inch iron rod with cap (stamped "PATE ENGRS.") set for corner;

THENCE North 88 deg. 55 min. 19 sec. East, continuing along the southerly right-of-way line of said Interstate Highway No. 30 a distance of 500.00 feet to a 1/2-inch iron rod with cap (stamped "PATE ENGRS.") set for corner;

THENCE South 46 deg. 04 min. 41 sec. East, continuing along the southerly right-of-way line of said Interstate Highway No. 30 a distance of 141.42 feet to the POINT OF BEGINNING and containing 23.8904 (1,040,667 square feet) of land, more or less.