

**ECONOMIC DEVELOPMENT PROGRAM AGREEMENT, REVISED**  
**(Chapter 380 Agreement)**

This Economic Development Program Agreement ("Agreement") is made and entered into by and between the City of Mesquite, Texas (the "City"), and W.A. Ridge Ranch, LLC, A Texas Limited Liability Company ("Ridge Ranch"), for the purposes and considerations stated below:

**W I T N E S S E T H:**

WHEREAS, the City has established an Economic Development Program pursuant to Section 380.001 of the Texas Local Government Code ("Section 380.001") and authorizes this Agreement as part of that Economic Development Program (the "Program"); and

WHEREAS, Ridge Ranch desires to participate in the Program by entering into this Agreement, whereby Ridge Ranch agrees to develop a residential subdivision of approximately 800 housing units which will likely result in creating a higher value neighborhood thereby injecting into the local economy higher wage earners and more disposable income and will establish Mesquite as a housing market capable of supporting higher valued homes; and

WHEREAS, the City Council finds and determines that this Agreement will effectuate the purposes set forth in the Program, and that Ridge Ranch's performance of its obligations herein will promote local economic development and stimulate business and commercial activity in the City; and

WHEREAS, the City Council finds and determines that the extension of this Agreement for an additional two years will further the goals and objectives of the original Agreement.

NOW, THEREFORE, in consideration of the mutual benefits and premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**1. Authorization.**

The City has concluded that this Agreement is authorized by Section 380.001. The City has determined that substantial economic benefit will accrue to the City as a result of Ridge Ranch development and operation of the Project as hereinafter defined. This development will increase the taxable value of the Property and will increase the sales tax generated for the City and the value of the benefits of the Project will outweigh the amount of expenditures required of the City under this Agreement.

**2. Definitions.** The following definitions shall apply to the terms used in this Agreement:

"City" means the City of Mesquite, Texas.

"Ridge Ranch Affiliate" means any Person directly or indirectly controlling, controlled by, or under common control with Ridge Ranch. As used in the definition of "Affiliate," the term "control" means, directly or indirectly, the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by

contract or otherwise.

"Complaining Party" has the meaning set forth in Section 10 of this Agreement.

"Defaulting Party" has the meaning set forth in Section 10 of this Agreement.

"Effective Date" means the date that all parties have executed this Agreement.

"Force Majeure" means any contingency or cause beyond the reasonable control of OWNER including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, governmental or defacto governmental action (unless caused by acts or omissions of Owner), fire, explosion or flood, and strikes.

"Home" means both the lot and the structure.

"Owner" means Ridge Ranch.

"Person" means an individual or a corporation, partnership, trust, estate, unincorporated organization, association or other entity.

"Project" means the development of a new housing subdivision by Ridge Ranch consisting of approximately 800 lots located on that certain tract of real property at Cartwright Road and Lawson Road in Mesquite, Dallas County, Texas, and as more particularly described on Exhibit "A", attached hereto.

"Program" has the meaning set forth in the recitals to this Agreement.

"Program Payment" means the payments to be made by the City pursuant to Section 4 of this Agreement.

"Section 380.001" has the meaning set forth in the recitals to this Agreement.

"Term" has the meaning set forth in Section 3 of this Agreement.

"Undocumented Worker" means an individual who, at the time of employment, is not:

- a. Lawfully admitted for permanent residence to the United States; or
- b. Authorized under law to be employed in that manner in the United States.

### **3. Term.**

This Agreement shall be effective as of the date of execution by all parties. This Agreement is valid for a twenty-two (22) year term terminating on December 31, 2031.

### **4. City's Development Program Incentive.**

Homes constructed within the Ridge Ranch subdivision as described in Exhibit A shall be assigned to a Valuation Category based on the property value established by the Dallas Central

Appraisal District on January 1 of the year following completion of construction. Once assigned to a Valuation Category, a home shall remain in that category for the duration of the Agreement in effect. The value categories are as follows:

Category A Homes: Less than \$225,000.00  
Category B Homes: \$225,000.00 - \$240,971.99  
Category C Homes: \$240,972.00 - \$264,649.99  
Category D Homes: \$264,650.00 or greater

Annually for the duration of the Agreement, or until the remittance to the Developer of \$9,416,000, the City shall remit to the Developer monies in accordance with the following schedule:

Category A Homes: 0 percent of the City taxes paid on those homes  
Category B Homes: 25 percent of the City taxes paid on those homes  
Category C Homes: 50 percent of the City taxes paid on those homes  
Category D Homes: 75 percent of the City taxes paid on those homes

Within 30 days from the date the City receives the certified tax roll from the Dallas Central Appraisal District, the City shall develop an updated list of properties to include the accounts added to the list from the previous year. After the City Council has set the tax rate for the new year, the City shall complete the list showing an estimate of taxes billed to these properties and the amount eligible for remittance to the Developer. Ridge Ranch (Owner) shall have the opportunity to review and comment on the list.

On or before February 28 of each year, the City shall update this list for any corrections or adjustments and will remit to the developer the calculated amount of taxes that have been paid on these accounts.

On or before July 31 of each year, the City shall update this list for any corrections or adjustments and will remit to the developer the calculated amount of taxes that have been paid on these accounts which were not paid on the February 28 payment.

The City shall maintain an accounting of the dollars remitted to the Developer and all payments to the Developer shall cease upon the payment of \$9,416,000 or the expiration of this Agreement on December 31, 2031. The calculation of the amount rebated to the developer is based upon the taxes actually paid by each home each year during the term of this Agreement and not solely on the total market value of the home.

## **5. Ridge Ranch Covenants.**

- a. In consideration of the City's incentives under this Agreement, Ridge Ranch agrees to develop a housing subdivision comprised of approximately 800 lots, plus or minus 10 percent, and to market the subdivision to attract higher valued homes.
- b. Ridge Ranch shall have 26 lots available for delivery to home builders upon approval of platting for Phase 1 of the development. An additional 150 lots, plus or minus 10 percent, shall be available for delivery to home builders in the third quarter of 2013. Construction of such homes shall begin by 2014 and be

completed by December 31, 2031.

- c. Ridge Ranch shall not appeal or challenge the assessed value assigned by Dallas Central Appraisal District for the life of this Agreement except Ridge Ranch may protest Agricultural Exemption assessed values and may protest to raise an Appraisal District value.
- d. Ridge Ranch shall not appeal or challenge the City's determination of applicable building requirements and shall pay all applicable permit fees and other costs due as a result of the construction of the Project.
- e. Ridge Ranch shall comply with all applicable federal, state and local laws in the operation of the Project, including but not limited to, the statutory requirements relating to undocumented workers as set forth in Section 6 of this Agreement.

**6. Restrictions on Use of Incentives to Employ Undocumented Workers.**

Ridge Ranch certifies that it does not and will not knowingly employ an undocumented worker and that if, after receiving any incentive set forth in Section 4 of this Agreement, it is convicted of a violation of the Immigration Laws found under 8 U.S.C. Section 1324a(f), Ridge Ranch shall be required to notify the City of such conviction. Upon notification of conviction by Ridge Ranch or if City should discover such conviction on its own and notifies Ridge Ranch of same, Ridge Ranch shall repay an amount equal to the total amount of incentives received hereunder with interest, at the rate and according to the terms provided in Section 10(b) of this Agreement not later than the 120th day after the date of such notification.

**7. Mutual Assistance.**

The City and Ridge Ranch shall take all reasonable measures, which are necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.

**8. Covenants Running with the Land.**

Ridge Ranch rights, covenants, restrictions, burdens, privileges and charges, set forth in this Agreement shall exist at all times as long as this Agreement is in effect, among all parties having any right, title or interest in any portion of all the Property, but which covenants shall absolutely expire without further action by any person upon termination of this Agreement as provided herein.

**9. Representations and Warranties.**

The City represents and warrants to Ridge Ranch that the Program and this Agreement are within the scope of its authority and the provisions of its charter and that it is duly authorized and empowered to establish the Program and enter into this Agreement. Ridge Ranch represents and warrants to the City that it has the requisite authority to enter into this Agreement.

**10. Default.**

This Agreement is null and void should the Developer not begin construction of the infrastructure required for residential homes to be delivered at full market value by 2014. This Agreement is null and void should the developer not complete by December 31, 2031 the installation of all required infrastructure for homes to be delivered within the entire development. In the event of default of this Agreement, all monies paid to the Developer shall become due in full and with interest charged at the maximum allowed by State law.

- a. If either party should default (the "Defaulting Party") with respect to any of its obligations hereunder and should fail, within 30 days after delivery of written notice of such default from the other party (the "Complaining Party") to cure such default, the Complaining Party, by action or proceeding at law or in equity, may be awarded its damages for such default. Notwithstanding anything to the contrary contained herein, any Program Payments from the City which are not timely paid by the City shall incur interest at the highest rate per annum allowed by applicable law from the date such Program Payment is due until paid.
- b. Ridge Ranch agrees, that upon an event of default of any covenant, condition or provision in this Agreement, and upon receipt of notice from the City, to remit to the City a sum equal to the total of all incentives granted by the City to Ridge Ranch pursuant to this Agreement, plus interest at the highest rate per annum allowed by applicable law from the date payments were made, until paid.

**11. Indemnification.**

**RIDGE RANCH IN PERFORMING ITS OBLIGATIONS UNDER THIS AGREEMENT IS ACTING INDEPENDENTLY, AND THE CITY ASSUMES NO RESPONSIBILITIES OR LIABILITIES TO THIRD PARTIES IN CONNECTION WITH THE PREMISES OR IMPROVEMENTS. RIDGE RANCH AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST CLAIMS SUITS, DEMANDS, LOSSES, DAMAGES, CAUSES OF ACTION AND LIABILITY OF EVERY KIND, INCLUDING, BUT NOT LIMITED TO, EXPENSES OF LITIGATION OR SETTLEMENT, COURT COSTS AND ATTORNEYS' FEES WHICH MAY ARISE DUE TO ANY DEATH OR INJURY TO A PERSON OR THE LOSS OF USE OF OR DAMAGE TO PROPERTY, ARISING OUT OF OR OCCURRING AS A CONSEQUENCE OF THE PERFORMANCE OF THIS AGREEMENT, INCLUDING ANY ERRORS OR OMISSIONS, OR NEGLIGENT ACT OR OMISSION OF THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES, PROVIDED HOWEVER THAT THIS INDEMNIFICATION SHALL NOT APPLY IF A COURT OF COMPETENT JURISDICTION FINDS THAT THE DAMAGE OR LIABILITY ARISES FROM THE SOLE NEGLIGENCE OF THE CITY, ITS OFFICERS OR EMPLOYEES.**

**12. Miscellaneous Matters.**

- a. Section or Other Headings. Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

- b. Attorneys' Fees. In the event any legal action or proceeding is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover its reasonable attorneys' fees and expenses incurred by reason of such action.
- c. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the transactions contemplated herein.
- d. Amendment. This Agreement may only be amended, altered or revoked by written instrument signed by Ridge Ranch and the City.
- e. Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns. Ridge Ranch may assign all or part of its rights and obligations hereunder (a) to any Affiliate effective upon written notice to the City, or (b) to any Person other than an Affiliate with the prior written approval of the City, which approval shall not be unreasonably withheld.
- f. Notice. Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses, or at such other addresses provided by the parties in writing:

Ridge Ranch:

White Properties, Inc.

P.O. Box 850172

Mesquite, Tx 75185-0172

Attn: Bill White or K. David Belt

City:

City Manager

City of Mesquite

P.O. Box 850137

Mesquite, Texas 75185-0137

- g. Interpretation. Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any party.
- h. Applicable Law. This Agreement is made, and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Dallas County, Texas.
- i. Severability. In the event any provision of this Agreement is illegal, invalid or unenforceable under present or future laws, then, and in that event, it is the

intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid or unenforceable a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

- j. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.
- k. Survival of Covenants. Any of the representations, warranties, covenants and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

ATTEST:

By: Sonja Land  
Sonja Land  
City Secretary

THE CITY OF MESQUITE, TEXAS:

By: Ted Barro  
Ted Barro  
City Manager

W. A. RIDGE RANCH, LLC  
A Texas Limited Liability Company:

By: Billy W. White, Sr.  
Printed Name: Billy W. White, Sr.  
Title: Manager

APPROVED AS TO FORM AND LEGALITY:

[Signature]  
City Attorney or his Designee

Date: 6-9-2011

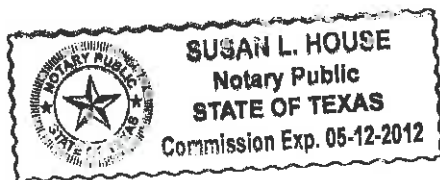
THE STATE OF TEXAS

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COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared Ted Barron, City Manager of the CITY OF MESQUITE, TEXAS, a municipal corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he was duly authorized to execute the same as the act of the said City for the purposes and consideration therein expressed and in the capacity therein stated.

13th GIVEN UNDER MY HAND AND SEAL OF OFFICE in said County and State this  
day of June, 2011.



Susan L. House  
Notary Public in and for the State of Texas

Susan L. House  
Notary's Printed Name

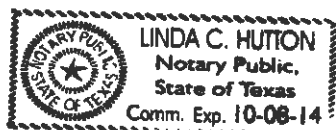
My Commission Expires: 5.12.12



THE STATE OF Texas §  
COUNTY OF Dallas §

BEFORE ME, the undersigned authority, on this day personally appeared Billy W. White Sr., Manager (name and title of person) of W. A. RIDGE RANCH, LLC, A Texas Limited Liability Company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that said instrument was signed on behalf of said business and for the purposes stated therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE in said County and State this 12<sup>th</sup> day of May, 2011.



Linda C. Hutton  
Notary Public in and for the State of Texas

Linda C. Hutton  
Notary's Printed Name

My Commission Expires: 10-08-14

**EXHIBIT "A"**  
**TO**  
**ECONOMIC DEVELOPMENT PROGRAM AGREEMENT**

**Description of Premises**

Field Notes  
File No. 1-38

158.357 Acre Tract

BEING a tract of land located in the J.P. ANDERSON SURVEY, ABSTRACT NO. 1, City of Mesquite, Dallas County, Texas and being all of those tracts of land described in Deed to White Property Company No. 2, Ltd., recorded in Volume 2001245, Page 6363 and Volume 2001098, Page 7851, Deed Records, Dallas County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with a yellow plastic cap stamped "NDM" found at the South end of a corner clip at the intersection of the Northwestern right-of-way line of Lawson Road, a variable width right-of-way, with the Southwesterly right-of-way line of Cartwright Road, a 120 foot wide right-of-way;

THENCE South 44 degrees 15 minutes 55 seconds West, along said Northwestern right-of-way, a distance of 1,297.77 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set in the Southwest line of said White Property Company tract recorded in Volume 2001245, Page 6363;

THENCE North 45 degrees 18 minutes 19 seconds West, leaving said Northwestern right-of-way line and along said Southwest line, a distance of 3,156.92 feet to a 1/2 inch iron rod found at the North corner of a tract of land described in Deed to Harlan Properties, Inc., recorded in Volume 98223, Page 3272, Deed Records, Dallas County, Texas;

THENCE North 44 degrees 49 minutes 07 seconds West, a distance of 447.06 feet to a 1/2 inch iron rod found at the most Westerly corner of said White Property Company tract recorded in Volume 2001245, Page 6363 and the South corner of said White Property Company tract recorded in Volume 2001098, Page 7851;

THENCE North 45 degrees 27 minutes 33 seconds West, a distance of 1,685.52 feet to a 1/2 inch iron rod found at the most Westerly corner of said White Property Company tract recorded in Volume 2001098, Page 7851;

THENCE North 44 degrees 37 minutes 09 seconds East, a distance of 1,315.58 feet to a 1/2 inch iron rod found in said Southwesterly right-of-way line of Cartwright Road at the North corner of said White Property Company tract recorded in Volume 2001098, Page 7851;

THENCE Southeasterly, along said Southwesterly right-of-way line, the following eleven (11) courses and distances:

South 46 degrees 03 minutes 23 seconds East, a distance of 514.60 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 44 degrees 10 minutes 51 seconds East, a distance of 60.05 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 45 degrees 43 minutes 00 seconds East, a distance of 1,130.60 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set at the East corner of said White Property Company tract recorded in Volume 2001098, Page 7851 and the North corner of said White Property Company tract recorded in Volume 2001245, Page 6363;

South 42 degrees 30 minutes 11 seconds East, a distance of 774.47 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 43 degrees 03 minutes 50 seconds East, a distance of 207.40 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 45 degrees 28 minutes 18 seconds East, a distance of 282.74 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 45 degrees 39 minutes 40 seconds East, a distance of 1,619.80 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a curve to the left having a central angle of 08 degrees 17 minutes 57 seconds, a radius of 1,492.39 feet and a chord bearing and distance of South 49 degrees 48 minutes 38 seconds East, 215.98 feet;

Southeasterly, along said curve to the left, an arc distance of 216.17 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a reverse curve to the right having a central angle of 03 degrees 17 minutes 57 seconds, a radius of 1,372.29 feet and a chord bearing and distance of South 49 degrees 48 minutes 38 seconds East, 198.61 feet;

Southeasterly, along said curve to the right, an arc distance of 198.79 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 45 degrees 39 minutes 40 seconds East, a distance of 249.49 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the North end of said corner clip;

South 00 degrees 41 minutes 52 seconds East, a distance of 42.45 feet to the POINT OF BEGINNING and containing 158.357 acres of land, more or less.

#### 111.002 Acre Tract

BEING a tract of land located in the J.P. ANDERSON SURVEY, ABSTRACT NO. 1, City of Mesquite, Dallas County, Texas and being all of a tract of land described in Deed to Harlan Properties, Inc., recorded in Volume 98223, Page 3272, Deed Records, Dallas County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set at the intersection of the Northwestern right-of-way line of Lawson Road, a variable width right-of-way, with the Northeasterly line of Holloman Road, said point being the South corner of said Harlan Properties tract;

THENCE along the Easterly lines of Holloman Road, the following four (4) courses and distances:

North 45 degrees 12 minutes 59 seconds West, a distance of 2,716.85 feet to a 1/2 inch iron rod found for corner at the beginning of a curve to the right having a central angle of 134 degrees 45 minutes 00 seconds, a radius of 100.00 feet and a chord bearing and distance of North 22 degrees 09 minutes 31 seconds East, 184.61 feet;

Exhibit "A"

Northealy, along said curve to the right, an arc distance of 235.18 feet to a 1/2 inch iron rod found for corner;

North 89 degrees 32 minutes 01 seconds East, a distance of 1,073.13 feet to a 1/2 inch iron rod found for corner;

North 00 degrees 09 minutes 59 seconds West, a distance of 1,683.08 feet to a 1/2 inch iron rod found at the North corner of said Harlan Properties tract;

THENCE South 45 degrees 18 minutes 19 seconds East, a distance of 2,010.22 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set at the North corner of a tract of land described in Deed to Sue Kathryn Rhoades, recorded in Volume 95139, Page 1937, Deed Records, Dallas County, Texas;

THENCE Southeasterly, along the common lines of said Harlan Properties tract and said Rhoades tract, the following eighteen (18) courses and distances:

South 61 degrees 34 minutes 41 seconds West, a distance of 38.94 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 15 degrees 48 minutes 55 seconds East, a distance of 70.56 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 21 degrees 07 minutes 14 seconds West, a distance of 33.38 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 02 degrees 50 minutes 43 seconds East, a distance of 123.43 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 33 degrees 01 minutes 02 seconds East, a distance of 78.91 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 07 degrees 42 minutes 15 seconds East, a distance of 114.08 feet to a 1/2 inch iron rod found for corner;

South 33 degrees 49 minutes 24 seconds West, a distance of 39.77 feet to a 1/2 inch iron rod found for corner;

South 12 degrees 58 minutes 36 seconds East, a distance of 56.20 feet to a 1/2 inch iron rod found for corner;

South 52 degrees 20 minutes 24 seconds East, a distance of 40.75 feet to a 1/2 inch iron rod found for corner;

South 17 degrees 42 minutes 38 seconds East, a distance of 89.27 feet to a 1/2 inch iron rod found for corner;

South 07 degrees 53 minutes 31 seconds East, a distance of 91.75 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 14 degrees 36 minutes 48 seconds West, a distance of 123.94 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 26 degrees 05 minutes 41 seconds West, a distance of 144.29 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

Exhibit "A"

South 18 degrees 32 minutes 59 seconds West, a distance of 63.73 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 31 degrees 39 minutes 16 seconds West, a distance of 37.79 feet to a 1/2 inch iron rod found for corner;

South 17 degrees 01 minutes 34 seconds East, a distance of 60.36 feet to a 1/2 inch iron rod found for corner;

South 34 degrees 21 minutes 02 seconds West, a distance of 19.70 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 60 degrees 27 minutes 05 seconds East, a distance of 437.05 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner in said Northwesterly right-of-way line of Lawson Road;

THENCE South 42 degrees 56 minutes 02 seconds West, along said Northwesterly right-of-way line, a distance of 208.33 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE South 44 degrees 17 minutes 02 seconds West, continuing along said Northwesterly right-of-way line, a distance of 1,215.17 feet to the POINT OF BEGINNING and containing 111.002 acres of land, more or less.