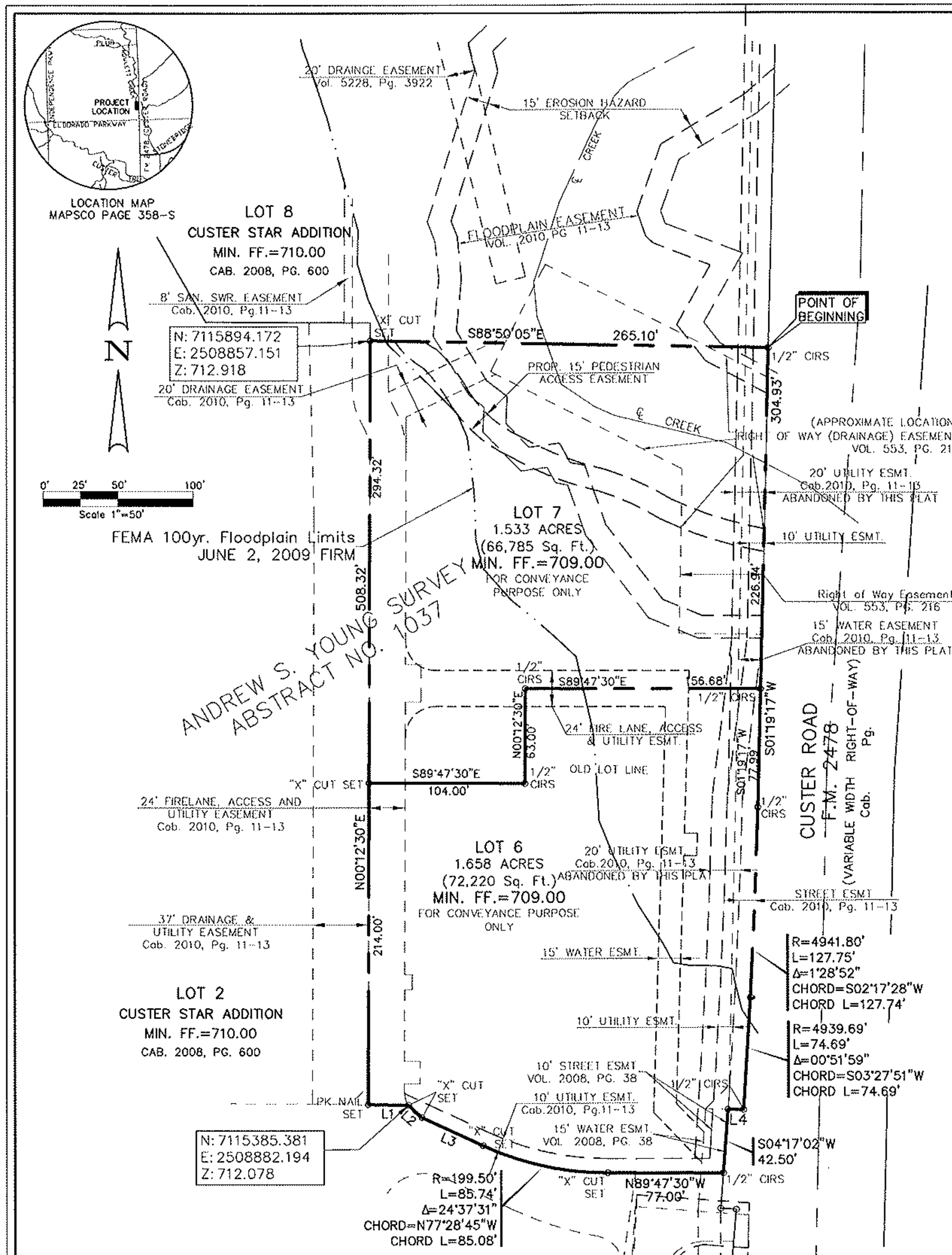

24' INGRESS/EGRESS EASEMENT VOL. 5901 PG. 3380 (DRCCT)

24' FIRELANE, ACCESS DRAINAGE AND UTIL. ESMT. VOL. 2008, PG. 38 (DRCCT)

15' WATER ESMT. VOL. 2008, PG. 38

FLOOD NOTE:

According to Community Panel No. 48085C0265 J, dated JUNE 2, 2009, of the Federal Emergency Management Agency Flood Insurance Rate Map of Collin County, this property lies within Zone A.

Zone A – No base flood elevations determined.

LINE TABLE		
LINE	LENGTH	BEARING
L1	26.90'	N88°59'25"W
L2	12.16'	N47°24'29"W
L3	44.96'	N65°09'59"W
L4	10.38'	N88°59'25"W

OWNER'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF COLLIN §

WHEREAS Eldorado Crossing LLC and LCG Investment Co. are the owners of a tract of land situated in the ANDREW S. YOUNG SURVEY, ABSTRACT No. 1037, and being all of Lots 6 & 7, Block A of the Conveyance Plat of Custer Star Addition, according to the conveyance plat recorded in Cabinet 2008, Page 600, Plat Records, Collin County, Texas and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with a plastic cap stamped "W.A.I." set for corner on the West right-of-way line of Custer Road (variable width right-of-way), said point being the Southeast corner of Lot 8, Block A, of said Custer Star Addition and the Northeast corner of said Lot 7;

THENCE South 01 deg 19 min 17 sec West, along said West right-of-way line of Custer Road, a distance of 304.93 feet to a 1/2-inch iron rod with a plastic cap stamped "W.A.I." set for corner, said point being the beginning of a curve to the right having a central angle of 01 deg 28 min 52 sec, a radius of 4941.80 feet, a chord bearing of South 02 deg 17 min 28 sec West, and chord length of 127.74 feet;

THENCE through a central angle of 01 deg 28 min 52 sec and on arc length of 127.75 feet to a 1/2 inch iron rod with a red plastic cap stamped "WAI" set for corner, said point being the beginning of a curve to the left having a radius of 4939.69 feet, a chord bearing of South 03 deg 27 min 51 sec West a chord length of 74.69 feet;

THENCE continuing along said curve to the left through a central angle of 00 deg 51 min 59 sec and on arc length of 74.69 feet to a 1/2 inch iron rod with a red plastic cap stamped "WAI" set for corner;

THENCE North 88 deg 59 min 25 sec West, continuing along said West right-of-way line of Custer Road, a distance of 10.38 feet to a said West right-of-way line of Custer Road;

THENCE South 04 deg 17 min 02 sec West, continuing along said West right-of-way line of Custer Road, a distance of 42.50 feet to a said West right-of-way line of Custer Road, said point being the most Southerly Southeast corner of said Lot 6;

THENCE departing said West right-of-way line of Custer Road and along the Easterly line of Lot 2, Block A, of said Custer Star Addition, the following courses and distances:

North 89 deg 47 min 30 sec West, a distance of 77.00 feet to for corner, said point being the beginning of a curve to the right having a central angle of 24 deg 37 min 31 sec, a radius of 199.50 feet, a chord bearing of North 77 deg 28 min 45 sec West, and a chord length of 85.08 feet;

Along said curve to the right, on arc distance of 85.74 feet to an "X" cut in concrete set for corner;

North 65 deg 09 min 59 sec West, a distance of 44.96 feet to an "X" cut in concrete set for corner;

THENCE North 47 deg 24 min 29 sec West, a distance of 12.16 feet to an "X" cut in concrete set for corner;

North 88 deg 59 min 25 sec West, a distance of 26.90 feet to PK nail set for corner;

North 00 deg 12 min 30 sec East, a distance of 508.32 feet to an "X" cut in concrete set for corner, said point being the Northwest corner of said Lot 7;

THENCE South 88 deg 50 min 05 sec East, along the North line of said Lot 7 and the South line of said Lot 8, a distance of 265.10 feet to the POINT OF BEGINNING.

CONTAINING within the metes and bounds shown hereon 139,005 square feet or 3.191 acres of land. Bearing shown hereon are based on the Conveyance Plat of Custer Star Addition as recorded in Cabinet 2008, Page 600, Plat Records, Collin County, Texas.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT Eldorado Crossing, LLC. and LCG Investment CO., LP, acting herein by and through their duly authorized officers, do hereby certify and adopt this plat designating the herein above described property as CUSTER STAR ADDITION, Lots 6R & 7R, Block A, an addition to the City of Frisco, and do hereby dedicate to the public use forever, the streets shown thereon. Eldorado Crossing LLC and LCG Investment CO. LP., do herein certify the following:

1. The streets and alleys are dedicated for street and alley purposes.

2. All public improvements and dedications shall be free and clear of all debt, liens, and/or encumbrances.

3. The easements and public use areas, as shown and created by this plat, are dedicated for the public use forever for the purposes indicated on this plat.

4. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements if approved by the City of Frisco.

5. The City of Frisco is not responsible for replacing any improvements in, under, or over any easements caused by maintenance or repair.

6. Utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Frisco's use thereof.

7. The City of Frisco and public utilities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in the easements.

8. The City of Frisco and public utilities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.

9. All modifications to this document shall be by means of plat and approved by the City of Frisco.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Frisco, Texas.

WITNESS, my hand, this ____________ the __________ day of 2010.

BY: ELDORADO CROSSING LLC, a Texas Limited Liability Company
BY: UCD ELDORADO LP, a Texas Limited Partnership, Its Managing Member
BY: UCD LLC., a Texas Limited Liability Company, Its General Partner

____
Robert V. Dorazil, Manoerger

NOTICE:
A conveyance plat is a record of property approved by the City of Frisco, Texas, for the purpose of sale or conveyance in its entirety or interests thereon defined. No building permit shall be issued nor permanent public utility service provided until a final plat is approved, filed of record and public improvements accepted in accordance with the provisions of the Subdivision Odinance of the City of Frisco. Selling a portion of this addition by metes and bounds is a violation of city ordinance and state law and is subject to fines and withholding of utilities and building permits.

STREET EASEMENT

The area or areas shown on the plat as "Street Easement" are hereby given and granted to the City of Frisco (City), its successors and assigns, as an easement to construct, reconstruct, operate, repair, re-build, replace relocate, alter, remove and perpetually maintain street and highway facilities, together with all appurtenances and incidental improvements, in, upon and across certain real property owned by Grantor. Appurtenances and incidental improvements include, but are not limited to, curbs, gutters, inlets, aprons, traffic signs with or without attached flashing lights, guard rails, sidewalks, buried City utilities, and underground franchise utilities. Street Easements shall remain accessible at all times and shall be maintained by the owners of the lot or lots that are traversed by, or adjacent to the Street Easement. After doing any work in connection with the construction, operation or repair of the street and highway facilities, the City shall restore the surface of the Street Easement as close to the condition in which it was found before such work was undertaken as is reasonably practicable, except for trees, shrubs and structures within the Street Easement that were removed as a result of such work.

FIRE LANE EASEMENT

The undersigned covenants and agrees the the Owners Shall construct upon the fire lane easements, as dedicated and shown hereon, a hard surface paved in accordance paved in accordance with City standards, and that the owners shall maintain the same in a state of good repair at all times and keep the same free and clear of any structure, fences, trees, shrubs or other improvements or obstructions, including but not limited to the parking, loading, or unloading of motor vehicles, trailers, boats or other impediments to the access of fire apparatus. The maintenance of pavement, in accordance to City standards, of the fire lane easements is the responsibility of the Owner, and the Owner shall post and maintain signage in accordance to City standards in conspicuous places along the fire lanes stating "FIRE LANE, NO PARKING". The Chief of Police, or his/her duly authorized representative, are hereby authorized to cause such fire lane and utility easements to be maintained free and unobstructed at all times for Fire Department and emergency use.

ACCESS EASEMENT

The undersigned covenants and agrees that the access easement(s) may be utilized by any person or the general public for ingress and egress to other real property, and for the purpose of general public vehicular and pedestrian use and access, and for the Fire Department, Police and emergency use in along, upon and across said premises, with the right and privilege at all times of the City of Frisco, its agents, employees, workmen and representatives having ingress, egress, and regress in, along, upon and across said premises.

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, a Notary Public in and for The State of Texas, on this day personally appeared Robert V. Dorazil, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of __________, 2010.

____
Notary Public, State of Texas

This plat approved subject to all platting ordinances, rules, regulations of the City of Frisco, Texas.
WITNESS, my hand, this ____________ the ____________ day of 2010.

BY: LCG INVESTMENT CO., LP
BY: C-STAR INVESTMENTS, LLC, its general partner

____
Cliff C. Henderson, President

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, a Notary Public in and for The State of Texas, on this day personally appeared Cliff C. Henderson, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _________ 2010.

____
Notary Public, State of Texas

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

That I, Leonard J. Lueker, do hereby certify that I prepared this plat and the field notes made a part thereof from an actual on the ground survey of the land, that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the Subdivision Regulations of the City of Frisco, Texas.

____
Leonard J. Lueker
Registered Professional Land Surveyor — Date: ________
Texas Registration No. 5714
Winkelmann & Associates, Inc.
6750 Hillcrest Plaza Drive, Suite 325
Dallas, Texas 75230
(972) 490-7090

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, a Notary Public in and for The State of Texas, on this day personally appeared Leonard J. Lueker, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of ___________, 2010.

____
Notary Public, State of Texas

CERTIFICATE OF APPROVAL

Approved this ______________ day of ____________________ 2010.
by the Planning & Zoning Commission of the City of Frisco, Texas.

______________________________ Planning & Zoning Commission Chairperson

______________________________ Planning & Zoning Commission Secretary

______________________________ City Secretary

DRAINAGE EASEMENT

THE STATE OF TEXAS §
COUNTY OF COLLIN §
CITY OF FRISCO §

This plat is hereby adopted by the Owners and approved by the City of Frisco (Called "City") subject to the following conditions which shall be binding upon the Owners, their heirs, grantees, successors and assigns:

The area or areas shown on the plat as "Drainage Easement" shall remain unimproved at all times and be maintained by the Owners of the lot or lots that are traversed by, or adjacent to the said Drainage Easement. The area within the Drainage Easement is subject to storm water overflow and bank erosion to an extent that cannot be defined. The City shall not be held liable for any damages of any nature resulting from the occurrence of these natural phenomena. The City will not be responsible for the maintenance and operation of the Drainage Easement or for any damage to private property or person that results from the flow of water within the Drainage Easement. No obstruction to the natural flow of storm water shall be permitted by construction of any type within the Drainage Easement unless approved by the Director of Engineering Services. Each property owner shall keep the portion of the Drainage Easement traversing or adjacent to his property clean and free of debris, silt, and any materials that would result in unsanitary conditions, or obstruct the flow of water. The City shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the property owner. Provided, however, it is understood that in the event it becomes necessary for the City of erect or consider erecting any type of drainage structure in order to improve the storm drainage that may be occasioned by streets and alleys in or adjacent to the subdivision, then in such event, the City shall have the right to enter upon the Drainage Easement at any point, or points, to investigate, survey or to erect, construct and maintain any drainage facility deemed necessary for drainage purposes. The natural drainage through the Drainage Easement, as in the case of all natural channels, are subject to storm water overflow and natural bank erosion to an extent which cannot be definitely defined. Building areas outside the Drainage Easement line shall be filled to a minimum elevation as shown on the plat. The minimum floor elevation for each lot shall be as shown on the plat.

PSPCP10-0001
REVISED CONVEYANCE PLAT

CUSTER STAR ADDITION

BLOCK A, LOTS 6 & 7
BEING 3.191 ACRES OUT OF THE ANDREW S. YOUNG SURVEY, ABSTRACT NO. 1037
CITY OF FRISCO
COLLIN COUNTY, TEXAS

OWNER:
ELDORADO CROSSING, LLC
2700 SOUTH CUSTER ROAD
McKINNEY, TEXAS 75070

OWNER:
LCG INVESTMENT CO., LP
2700 SOUTH CUSTER ROAD
McKINNEY, TEXAS 75070

ENGINEER/SURVEYOR
WINKELMANN & ASSOCIATES, INC.
6750 HILLCREST PLAZA, SUITE 325
DALLAS, TEXAS 75230
972-490-7090
972-490-7099 (f)

No.	DATE	REVISION	APPROV.

Winkelmann & Associates, Inc.
CONSULTING CIVIL ENGINEERS ■ SURVEYORS
6750 HILLCREST PLAZA DRIVE, SUITE 325 DALLAS, TEXAS 75230
(972) 490-7090 (972) 490-7099 FAX
Texas Engineers Registration No. 89
Texas Surveyors No. 100866-00
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ANDREW S. YOUNG SURVEY,
ABSTRACT NO. 1037
CITY OF FRISCO
COLLIN COUNTY, TEXAS

ELDORADO CROSSING, LLC
2700 SOUTH CUSTER ROAD
McKINNEY, TEXAS 75070

REVISED CONVEYANCE PLAT
BLOCK A, LOTS 6 & 7
CUSTER STAR ADDITION
FRISCO, TEXAS

Date : 01/18/10
Scale : 1"= 50'
File : 19945.02 Lts 6&7
Project No. : 19945.02

SHEET 1 OF 1