

**AMENDMENT NO. 2 TO INTERLOCAL COOPERATION AGREEMENT
USE OF STREET RIGHT-OF-WAY FOR DISD FIBER OPTIC SYSTEM**

This Amendment No. 2 to Interlocal Cooperation Agreement Use of Street Right-of-Way for DISD Fiber Optic System, is made and entered into between the City of Denton, Texas, a Texas home rule municipal corporation (the "City") and the Denton Independent School District, an independent school district of the State of Texas ("DISD"), organized and existing under the laws of the State of Texas, each acting by and through, and under the authority of their respective governing bodies.

WHEREAS, the City and DISD, on or about July 20, 2004 (Ordinance No. 2004-191), entered into that certain Interlocal Cooperation Agreement Use of Street Right-of-Way for DISD Fiber Optic System (the "Original Agreement"), and on or about October 19, 2010 entered into that certain Amendment No. 1 to Interlocal Cooperation Agreement Use of Street Right-of-Way for DISD Fiber Optic System (Ordinance No. 2010-265; "Amendment No. 1"), providing for the right to DISD to locate certain fiber optic facilities within City street right-of-way, upon the terms and conditions set forth therein;

WHEREAS, the Original Agreement provided for the cable routes as indicated in the map attached as Exhibit "C", attached thereto and incorporated therein by reference;

WHEREAS, Amendment No. 1 provided for the cable routes as indicated in the maps attached as Exhibit "C" and "C-1", attached thereto and incorporated therein by reference, and amended the requirements of performance bonds and other matters, to which the parties were amenable to;

WHEREAS, DISD and City further desire to amend the Original Agreement as concerns the requirements of consideration to be paid by DISD to the City, to which the parties are amenable to such amendments;

WHEREAS, the CITY and DISD are local governmental entities, both of whom have the authority to perform the services set forth in this Agreement individually and who mutually desire to enter into an interlocal cooperation agreement, as provided for in Chapter 791 of the Texas Government Code in order to maximize the benefits to the stakeholders of the CITY and DISD derived from public funds;

WHEREAS, there is a valid governmental purpose served by this Agreement by DISD to use City right-of-way to provide high technology communications capability and connectivity for the DISD in order that DISD may interconnect its facilities to provide enhanced services to the students of DISD, as well as to DISD's support and administrative functions;

WHEREAS, the Interlocal Cooperation Act, as set forth in Chapter 791 of the Texas Government Code, authorizes the CITY and DISD to enter into this Agreement for the purpose of achieving the governmental functions and providing the services represented by this collective, cooperative undertaking.

WHEREAS, DISD is granting the CITY a perpetual Electric Utility and Communication Easement and the CITY is perpetually partially abandoning and releasing a public drainage easement and terminating the annual payments.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of such being acknowledged by the CITY and DISD, the CITY and DISD hereby agree to amend the Original Agreement as follows:

1. ARTICLE III – TERM OF AGREEMENT: This paragraph is deleted in its entirety and replaced with the following:

“The CITY and DISD agree that the term of this Agreement shall be for twenty five years from the effective date of this Agreement.”

2. ARTICLE IV – CONSIDERATION TO BE PAID BY DISD TO THE CITY:

a. The title for Article IV is revised to read “CONSIDERATION BY DISD TO THE CITY.”

b. Paragraph A. is deleted in its entirety and replaced with the following:

A. 1. DISD shall pay the CITY an annual payment, beginning on the effective date of this Agreement, according to the payment schedule below, and continuing on each anniversary thereafter.

Years 1 – 5: \$25,000.00/annually

Years 6 – 10: \$27,500.00/annually

Years 11-25: \$0.00/annually (See paragraph 2 below).

2. No later than the eleventh anniversary of this Agreement, and as consideration for years 11 – 25 of the Agreement, DISD shall convey to the CITY an Electric Utility and Communication Easement in, on, over, under, and across certain lands located in the S. McCracken Survey, Abstract No. 817, located in the City of Denton, Denton County, Texas, and the CITY shall partially release and abandon a certain Public Drainage Easement located in the S. McCracken Survey, Abstract No. 817, located in the City of Denton, Denton County, Texas. The specific terms and conditions are set forth in the Easement Purchase and Abandonment Agreement, Electric Utility and Communication Easement, and Abandonment and Release Agreement attached as Exhibits A, B, and C.

3. Denton Municipal Electric, no later than the eleventh anniversary of this Agreement, shall transfer from the appropriate fund the amount of

Three Hundred and Thirty Thousand Dollar and No Cents (\$330,000.00)
to general fund of the CITY.

3. ARTICLE V – TERMINATION OF AGREEMENT:

a. Paragraph A is deleted in its entirety.

b. Paragraph B is relettered as Paragraph A and amended to add the following at the end of the paragraph:

“DISD agrees that the only relief it may seek against the CITY for breach of this Agreement is monetary damages. DISD agrees that it cannot, in any manner, seek relief that would terminate, or in any manner effect, the easement granted to the CITY by DISD as set forth in Article IV, A, 2.”

c. Paragraph C is relettered as Paragraph B.

4. Except as expressly amended hereby, all terms and provisions of the Original Agreement and Amendment No. 1 shall remain valid and subsisting as originally provided.

CITY OF DENTON, TEXAS
A Texas Municipal Corporation

BY: 

MARK A. BURROUGHS, MAYOR

ATTEST:

JENNIFER WALTERS, CITY SECRETARY

BY: 

APPROVED AS TO LEGAL FORM:
ANITA BURGESS, CITY ATTORNEY

BY: 

DENTON INDEPENDENT SCHOOL DISTRICT

BY: _____

ATTEST:

BY: _____

APPROVED AS TO LEGAL FORM:

BY: _____

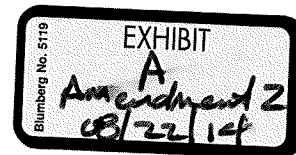
The foregoing Amendment No. 2 to Interlocal Cooperation Agreement Use of Street Right-of-Way for DISD Fiber Agreement was offered for approval on motion made by _____, seconded by _____, and after discussion was adopted by the Board of Trustees of the Denton Independent School District at a regularly scheduled meeting called, posted, and held in Denton, Denton County, Texas, on August 26, 2014, at which _____ Trustees were present, by the following vote: ____ For, ____ Against, and ____ Abstaining.

DENTON INDEPENDENT SCHOOL DISTRICT

Glenna G. Harris, M.D., President
Board of Trustees

ATTEST:

Jeanetta Smith, Ed.D. Secretary



NOTICE

YOU, AS OWNER OF THE PROPERTY (AS DEFINED BELOW), HAVE THE RIGHT TO: (1) DISCUSS ANY OFFER OR AGREEMENT REGARDING THE CITY OF DENTON'S ACQUISITION OF THE PROPERTY WITH OTHERS; OR (2) KEEP THE OFFER OR AGREEMENT CONFIDENTIAL, UNLESS THE OFFER OR AGREEMENT IS SUBJECT TO CHAPTER 552, GOVERNMENT CODE.

EASEMENT PURCHASE AND ABANDONMENT AGREEMENT

THIS EASEMENT PURCHASE AND ABANDONMENT AGREEMENT (the "Agreement"), by and between Denton Independent School District, a subdivision of the State of Texas ("OWNER"), ERI – Mills Road, L.P., a Texas limited partnership ("ERI"), and the City of Denton, Texas ("CITY"), is dated _____, 2014.

WITNESSETH:

WHEREAS, OWNER is the owner of certain lands located in the S. McCracken Survey, Abstract No. 817, Denton County, Texas ("Property"), being affected by the expansion and improvement of City of Denton electric transmission and distribution facilities ("Project");

WHEREAS, ERI is the owner of an option to purchase certain real property (the "Option Lands"), being a part of Easement Lands as defined below, as prescribed, and under the terms of, that certain Purchase Option Agreement ("Option Agreement"), dated on or about August 28, 2009, by and between Owner and ERI, and recorded under Court Clerk No. 2009-108523, Real Property Records, Denton County, Texas; and

WHEREAS, CITY is in need of certain easements in, along, over, upon, under and across a portion of the Property related to the Project; and

WHEREAS, ERI is joined in this Agreement for the sole purpose of consenting to the grant of Easement to the City as contemplated herein, notwithstanding any terms of the Option Agreement;

WHEREAS, the CITY is amenable, upon the terms and conditions set forth herein, to abandon (i) a portion of that certain easement, dated on or about August 26, 2003, from Denton Independent School District to the City of Denton, Texas, recorded as Document Number 158006, Real Property Records, Denton County, Texas; (the "Prior Easement"), INsofar AND ONLY INsofar as the Prior Easement covers and encumbers the tract of land described on Exhibit "E", and depicted on Exhibit "F", respectively, attached hereto and made a part hereof for all purposes (the "Abandonment Tract"), in exchange for the granting of an electric utility

transmission and communication easement (and as more particularly described below, "Electric Easement"), as more particularly set forth in this Agreement, to the CITY by OWNER and ERI;

WHEREAS, OWNER, ERI, and the CITY agree that the Prior Easement, INSOFAR AND ONLY INSOFAR as the Prior Easement covers and encumbers the Abandonment Tract and the Electric Easement contemplated to be acquired by the CITY pursuant to the terms hereof, are of equal value; and

WHEREAS, it is desirous of all parties to stipulate and agree to the terms, conditions, abandonments, releases and conveyances associated with the conveyance of the Electric Easement and the abandonment of the Prior Easement, INSOFAR AND ONLY INSOFAR as the Prior Easement covers and encumbers the Abandonment Tract.

NOW, THEREFORE, for Ten and No/Dollars (\$10.00), and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. At Closing, the OWNER shall grant, execute and deliver to the CITY, an easement in, on, over, under and across the tract of land being described in Exhibit "A", and depicted in Exhibits "B", respectively (the "Easement Lands") each attached to and a part hereof, that certain Electric Utility and Communication Easement, attached hereto as Exhibit "C" and a made part hereof, for electric transmission and distribution and communication purposes, as more particularly described therein (the "Electric Easement"). The Electric Easement shall be in the form as attached hereto and incorporated herein as Exhibit "C".
2. At Closing, ERI shall execute and deliver to the City the consent included in the Electric Easement.
3. At Closing and after completion of the requirements of paragraphs 1 and 2 above, and as consideration for the granting of the Electric Easement by OWNER, and consent of the same by ERI, the CITY shall execute and deliver the Abandonment and Release (the "Release") of the Prior Easement, INSOFAR AND ONLY INSOFAR as the Prior Easement covers and encumbers the Abandonment Tract, to OWNER and ERI, in the form of the Release attached hereto and made a part hereof as Exhibit "D".
4. At Closing, and after the completion of the requirements of paragraphs 1 through 3 above, the OWNER shall accept, execute and deliver to the CITY the Release.
5. At Closing, and after the completion of the requirements of paragraphs 1 through 4 above, ERI shall execute and deliver to the CITY the Consent included in the Release.

6. OWNER and ERI stipulate that the execution and delivery of the Release, constitute and include all compensation due OWNER and ERI by CITY related to the Project, including without limitation, any damage to or diminution in the value of the remainder of OWNER'S and ERI's property caused by, incident to, or related to the Project, any damage to and/or costs of repair, replacement or relocation for or related to improvements, turf, landscape, vegetation or any other structure or facility of any kind on the Easement Lands or other property interests of OWNER and ERI related to activities within the scope of the rights granted by the Electric Easement, whether accruing now or hereafter, and OWNER and ERI hereby releases for itself, it's successors and assigns, CITY, it's officers, employees, elected officials and agents from and against any and all claims it may have now or in the future, related to the herein described matters, events and/or damages.

7. The Closing (herein so called) shall occur in and through the office of Title Resources at 525 South Loop 288, Suite 125, Denton, Texas 76205 ("Title Company"), with said Title Company acting as escrow agent, on the date which is 60 days after the Effective Date, unless the OWNER and ERI and the CITY mutually agree, in writing, to an earlier or later date ("Closing Date").

(a) The OWNER shall execute and deliver the Electric Easement to CITY at Closing, free and clear of all debts, liens and encumbrances ("Encumbrances"). The OWNER and ERI shall assist and support satisfaction of all closing requirements of the CITY in relation to solicitation of releases or subordinations of the Encumbrances and other curative efforts affecting the Easement Lands, if necessary in the discretion of the CITY. In the event that all Encumbrances are not cured to the satisfaction of CITY prior to Closing, such shall not be a default hereunder, although OWNER and ERI may otherwise be in default under Section 8, below. However, if the Encumbrances are not cured as provided herein, CITY has the option of either (i) waiving the defects related to the remaining Encumbrances by notice in writing to OWNER and ERI on or prior to Closing, upon which the remaining Encumbrances shall become Permitted Exceptions (herein so called), and proceed to close the transaction contemplated by this Agreement; or (ii) terminating this Agreement by notice in writing to OWNER and ERI, in which latter event OWNER and ERI and CITY shall have no further obligations under this Agreement.

(b) The CITY shall pay all typical customary and standard closing costs associated with this transaction, except for OWNER and ERI's attorney's fees, if any.

7.A. In the event Closing shall occur, the CITY shall execute and deliver to the OWNER and ERI, the Release.

8. The date on which this Agreement is executed by the last to sign of the parties shall be the "Effective Date" of this Agreement.

8.A. This Contract of Sale may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart.

8.B. In the event OWNER and ERI shall default in the performance of any covenant or term provided herein, and such default shall be continuing after ten (10) days written notice of default and opportunity to cure, CITY may exercise any right or remedy available to it by law, contract, equity or otherwise, including without limitation, the remedy of specific performance.

8.C. In the event CITY shall default in the performance of any covenant or term provided herein, and such default shall be continuing after ten (10) days written notice of default and opportunity to cure, OWNER and ERI may, as its sole and exclusive remedy terminate this Agreement prior to Closing by written notice of such election to CITY.

9. THE LAWS OF THE STATE OF TEXAS SHALL CONTROL AND APPLY TO THIS AGREEMENT FOR ALL PURPOSES. THIS AGREEMENT IS PERFORMABLE IN DENTON COUNTY, TEXAS. VENUE FOR ANY ACTION ARISING HEREUNDER SHALL LIE SOLELY IN THE COURTS OF COMPETENT JURISDICTION OF DENTON COUNTY, TEXAS.

10. From and after the date of execution of this Agreement by OWNER and ERI, to and including the time of Closing, OWNER and ERI shall not (i) convey or lease any interest in the Easement Lands; or (ii) enter into any agreement that will be binding upon the Easement Lands, or upon the OWNER and ERI with respect to the Easement Lands, after the Closing.

11. OWNER and ERI represents and warrants to CITY that it has taken all actions necessary to authorize the person executing this Agreement for and behalf of OWNER and ERI to bind, in all respects, OWNER and ERI to all terms and provisions of this Agreement, that such person possesses the authority to execute this Agreement and bind OWNER and ERI hereto, and that this Agreement is binding and enforceable upon OWNER and ERI in accordance with the terms hereof.

12. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter of this Agreement. **THE PARTIES AGREE THAT THIS AGREEMENT ONLY**

APPLIES TO THE ELECTRIC EASEMENT AND ABANDONMENT AND RELEASE. THIS AGREEMENT, AND PARTICULARLY, THIS PROVISION DOES NOT APPLY TO THE INTERLOCAL COOPERATION AGREEMENT USE OF STREET RIGHT-OF-WAY FOR DISD FIBER OPTIC SYSTEM (CITY OF DENTON ORDINANCE 2004-191 EFFECTIVE JULY 20, 2004) AND ANY AMENDMENTS THERETO.

13. The representations, warranties, agreements and covenants contained herein shall survive the Closing and shall not merge with the Electric Easement.

14. Any notices prescribed or allowed hereunder to OWNER and ERI or CITY shall be in writing and shall be delivered by telephonic facsimile, hand delivery or by United States Mail, as described herein, and shall be deemed delivered upon the earlier to occur of (a) the date provided if hand delivered or delivered by telephonic facsimile; and (b) on the date of deposit of, in a regularly maintained receptacle for the United States Mail, registered or certified, return receipt requested, postage prepaid, addressed as follows:

OWNER:

Denton Independent School District
A subdivision of the State of Texas
Dr. Jamie Wilson, Superintendent
1304 North Locust
Denton, Texas 76201
Telephone: (940) 369-0002
Telecopy: (940) 535-5749

CITY:

City of Denton
Paul Williamson
Real Estate and Capital Support
901-A Texas Street
Denton, Texas 76209
Telephone: (940) 349-8910
Telecopy: (940) 349-8951

ERI:

ERI – Mills Road, L.P.
John W. Pearson
4880 Long Prairie Rd., Suite 200
Flower Mound, Texas 75028
Telephone: (469) 635-2824
Telecopy: (469) 635-2804

Copies to:

For Owner:

Randolph W. Stout, P.C.
Randolph W. Stout, Esq.
513 W. Oak Street

For City:

Larry Collister, Deputy City Attorney
City Attorney's Office
215 E. McKinney

Denton, Texas 76201
Telephone: (940) 535-5748
Telecopy: (940)535-5749

Denton, Texas 76201
Telephone: (940) 349-8333
Telecopy: (940)382-7923

ERI:

Liechty & McGinnis, LLP
Lorne O. Liechty, Esq.
11910 Greenville Ave., Suite #400
Dallas, Texas 75243
Telephone: (214) 265-0008
Telecopy: (214) 265-0615

15. In the event prior to Closing, condemnation or eminent domain proceedings are threatened or initiated by any entity or party other than the City that might result in the taking of any portion of the Easement Lands, CITY may, at its election, terminate this Agreement at any time prior to Closing.

16. Authority to take any actions that are to be, or may be, taken by CITY under this Agreement, including without limitation, adjusting the Closing Date of this Agreement, are hereby delegated by CITY, pursuant to action by the City Council of Denton, Texas, to Phil Williams, General Manager-Electric Administration of City, or his designee.

CITY OF DENTON, TEXAS

By: _____
GEORGE C. CAMPBELL, CITY MANAGER

Date: _____, 2014

ATTEST:
JENNIFER WALTERS, CITY SECRETARY

BY: _____

Date: _____, 2014

APPROVED AS TO LEGAL FORM:
ANITA BURGESS, CITY ATTORNEY

BY: _____

Date: _____, 2014

OWNER:

Denton Independent School District
A Subdivision of the State of Texas

By: _____
Dr. Jamie Wilson, Superintendent

Date: _____, 2014

ERI:

ERI-Mills Road, L.P.,
A Texas limited partnership

By: Elk River Investments, Inc.,
A Texas corporation,
Its general partner

By: _____
John W. Pearson

Title: _____

Date: _____, 2014

RECEIPT OF AGREEMENT BY TITLE COMPANY

By its execution below, Title Company acknowledges receipt of one (1) executed copy of this Agreement. Title Company agrees to comply with, and be bound by, the terms and provisions of this Agreement to perform its duties pursuant to the provisions of this Agreement and comply with Section 6045(e) of the Internal Revenue Code of 1986, as amended from time to time, and as further set forth in any regulations or forms promulgated thereunder.

TITLE COMPANY:

Title Resources
Attn: Virginia Kubiak
525 South Loop 288
Suite #125
Denton, TX 76205
Telephone: (940) 381-1006
Telecopy: (940) 898-0121

By: _____

Printed Name: _____

Title: _____

Contract receipt date: _____, 2014

The foregoing Easement Purchase and Abandonment Agreement was offered for approval on motion made by _____, seconded by _____, and after discussion was adopted by the Board of Trustees of the Denton Independent School District at a regularly scheduled meeting called, posted, and held in Denton, Denton County, Texas, on August 26, 2014, at which _____ Trustees were present, by the following vote: ____ For, ____ Against, and ____ Abstaining.

DENTON INDEPENDENT SCHOOL DISTRICT

Glenna G. Harris, M.D., President
Board of Trustees

ATTEST:

Jeanetta Smith, Ed.D. Secretary

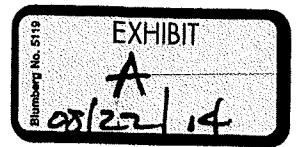


EXHIBIT "A"
LEGAL DESCRIPTION

BEING A 5.193 ACRE TRACT OF LAND SITUATED IN THE S. McCracken Survey, Abstract Number 817, Denton County, Texas, and being a portion of that certain tract of land described in deed to Denton Independent School District (DISD) recorded in document number 97-83710 of the deed records of Denton County, Texas. Said 5.193 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a broken concrete monument found at the most easterly southeast corner of said DISD tract and being the most southwesterly corner of a tract of land as described in deed to SEL SHERMAN DRIVE, LLC as recorded in Document Number 08-00710 of said Deed Records and also being on the northerly right-of-way line of State Highway Loop 288 (A Variable Width Right-of-Way);

THENCE South 85° 59' 15" West, along the northerly right-of-way line of said State Highway Loop 288, a distance of 30.79 feet to a point for corner, from which a broken concrete monument found at the most southerly southeast corner of said DISD tract bears South 85° 59' 15" West, a distance of 13.94 feet;

THENCE, departing the northerly right-of-way line of said State Highway Loop 288 and across said DISD tract the following courses:

North 60° 23' 53" West, a distance of 125.00 feet to a point for corner;

North 62° 20' 02" West, a distance of 205.75 feet to a point for corner;

North 65° 54' 29" West, a distance of 203.36 feet to a point for corner, from which a broken concrete monument found on the northerly right-of-way line of said Loop 288 bears South 17° 33' 17" West, a distance of 10.05 feet;

North 75° 26' 38" West, a distance of 533.86 feet to a point for corner;

North 78° 31' 05" West, a distance of 351.87 feet to a point for corner;

North 80° 04' 13" West, a distance of 354.00 feet to a point for corner;

North 79° 47' 27" West, a distance of 303.28 feet to a point for corner;

North 82° 23' 17" West, a distance of 373.84 feet to a point for corner;

North 86° 59' 37" West, a distance of 367.81 feet to a point for corner;

North 89° 29' 12" West, a distance of 168.67 feet to a point for corner on the easterly line of a Right-of-Way Dedication as shown on the final plat of the Denton Early Childhood Center as recorded in Document Number 10-0000113 of said Deed Records and from which a 5/8 inch iron rod with cap found on the northerly right-of-way line of said State Highway Loop 288 and the most southerly southeast corner of said Denton Early Childhood Center bears South 00° 07' 48" West, a distance of 10.00 feet;

THENCE North 00° 07' 48" East, along said Right-of-Way Dedication line, passing a 5/8 inch capped iron rod stamped "TNP" set at the intersection of the centerline of the herein described tract and said right-of-way line, continuing in all a total distance of 75.00 feet to a point for corner;

THENCE, departing said Right-of-Way Dedication line and across said DISD tract the following courses:

South 89° 29' 12" East, a distance of 170.81 feet to a point for corner;

South 86° 59' 37" East, a distance of 372.46 feet to a point for corner;

South 82° 23' 17" East, a distance of 378.56 feet to a point for corner;

South 79° 47' 27" East, a distance of 304.80 feet to a point for corner;

South 80° 04' 13" East, a distance of 354.83 feet to a point for corner;

South 78° 31' 05" East, a distance of 354.90 feet to a point for corner;

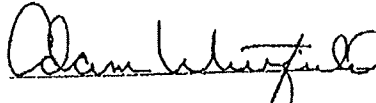
South 75° 26' 38" East, a distance of 542.13 feet to a point for corner;

South 65° 54' 29" East, a distance of 211.95 feet to a point for corner;

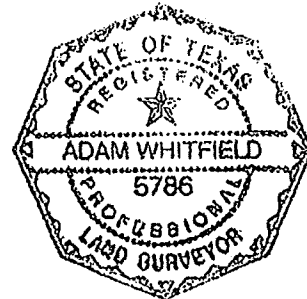
South 62° 20' 02" East, a distance of 209.36 feet to a point for corner;

South 60° 23' 53" East, a distance of 117.67 feet to a point for corner of the easterly line of said DISD tract and the westerly line of said Sel Sherman Drive tract and from which a 1/2 inch iron rod found at an angle point in the easterly line of said DISD tract bears North 00° 58' 04" West, a distance of 217.09 feet;

THENCE South 00° 58' 04" East, along the common line of said DISD and Sel Sherman Drive tracts, passing a 5/8 inch capped iron rod stamped "TNP" set at the intersection of the centerline of the herein described tract and said common line, continuing in all a total distance of 67.31 feet to the POINT OF BEGINNING and containing 5.193 acres of land, more or less.



Adam Whitfield
Texas Registered Professional Land Surveyor
Texas Registration No. 5786



01-16-13

Date: January 16, 2013

S. McCracken Survey
Abstract No. 817

EXHIBIT "B"

REMAINDER OF
DENTON INDEPENDENT SCHOOL DISTRICT
DOC. No. 97-83710
R.P.R.D.C.T.

25' UTILITY EASEMENT
(RAY ROBERTS WATER LINE)
DOC. No. 02-000090883
R.P.R.D.C.T.

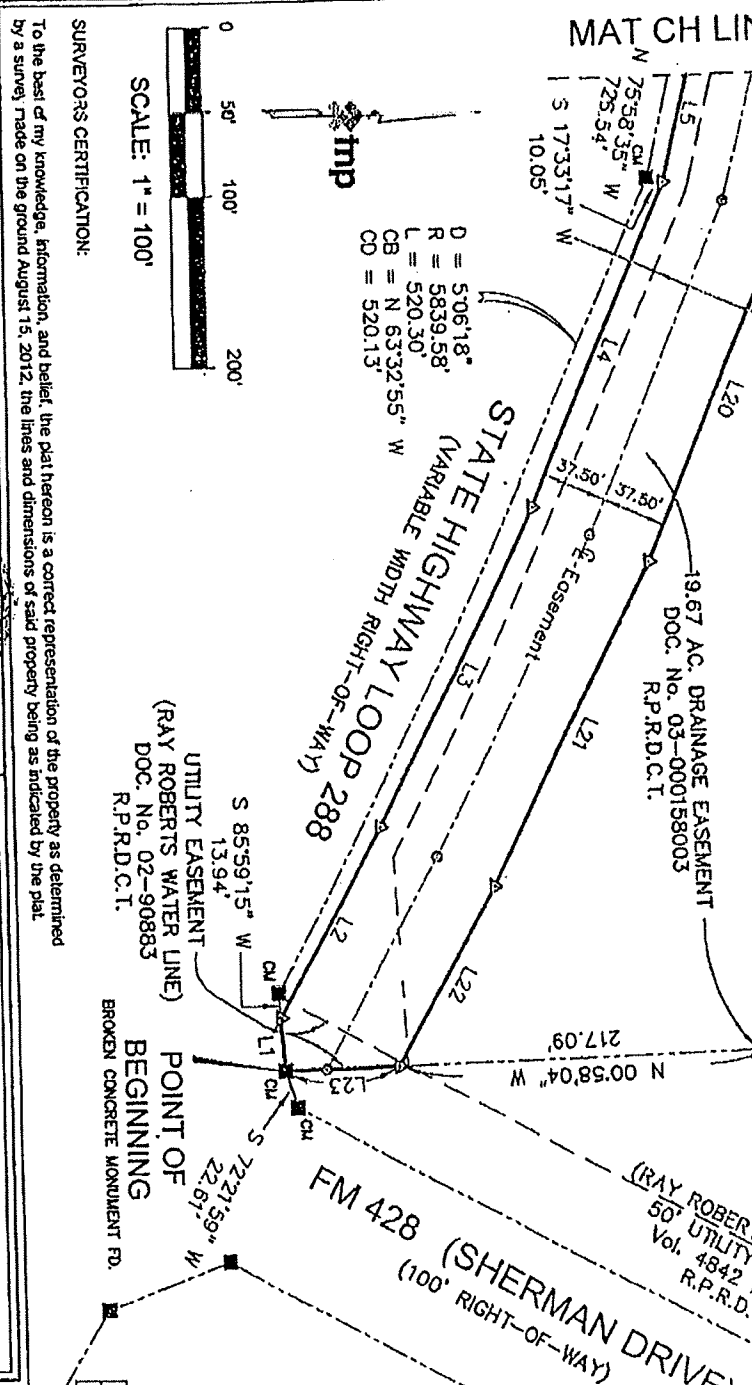
19.67 AC. DRAINAGE EASEMENT
DOC. No. 03-000158003
R.P.R.D.C.T.

1/2" REF. CM

SEI SHERMAN DRIVE, LLC
DOC. No. 08-00710
R.P.R.D.C.T.

(RAY ROBERTS WATER LINE)
50' UTILITY EASEMENT
Vol. 4842 Pg. 3099
R.P.R.D.C.T.

MATCH LINE SHEET



D = 5.06'18"
R = 5839.58'
L = 520.30'
CB = N 63°32'55" W
CO = 520.13'

SCALE: 1" = 100'

SURVEYOR'S CERTIFICATION:

To the best of my knowledge, information, and belief, the plat hereon is a correct representation of the property as determined by a survey made on the ground August 15, 2012, the lines and dimensions of said property being as indicated by the plat.

LINE	BEARING	DISTANCE
L1	S 85°59'15" W	30.79'
L2	N 60°23'53" W	125.00'
L3	N 62°20'02" W	205.75'
L4	N 65°54'29" W	203.36'
L5	N 75°26'38" W	533.86'
L19	S 75°26'38" E	542.13'
L20	S 65°54'29" E	211.95'
L21	S 62°20'02" E	209.36'
L22	S 60°23'53" E	117.67'
L23	S 00°58'04" E	67.31'

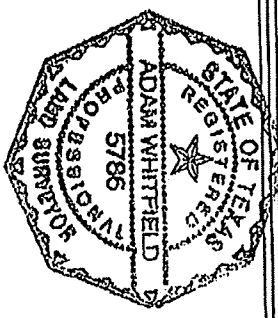
TONY A. RILEY
DOC. No. 93-0019780
R.P.R.D.C.T.

NOTES:
1. Bearings are based on the Texas State Plane Coordinate System, North Central Zone (NAD83). Units US Survey Feet

LEGEND

▲	CALCULATED POINT
■	CONC. MONUMENT FD.
⊙	5/8" IRS STAMPED TNP
○	IRON ROD FOUND
CM	CONTROL MONUMENT
—	CENTRILINE ELEC. ESURT.
---	ADJACENT PROPERTY LINE

Adam Whitfield, RPLS
Date: January 16, 2013



teague noll & perkins
1517 Centre Plaza Drive
Denton, Texas 76205
940.383.4177 Fax 940.383.8026
www.teague.com

SHEET 3 OF 6

JOB NO. SGE 12223

5.193 ACRES
Situated in the
S. McCracken Survey
Abstract No. 817
Denton County, Texas

S. McCracken Survey
Abstract No. 817

EXHIBIT "B"

NOTES:

1. Bearings are based on the Texas State Plane Coordinate System, North Central Zone (NAD83). Units US Survey Feet

16' PUBUC UTILITY EASEMENT
DOC. No. 03-000158003
R.P.R.D.C.T.
CORRECTION DEED REPLACES
DOC. No. 02-000097027

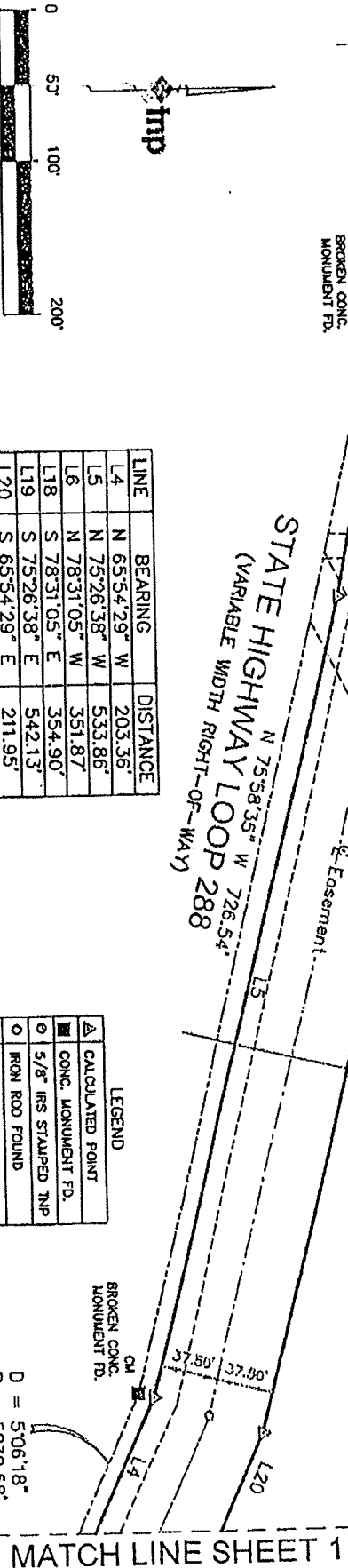
REMAINDER OF
DENTON INDEPENDENT SCHOOL DISTRICT
DOC. No. 97-83710
R.P.R.D.C.T.

19.67 AC. DRAINAGE EASEMENT
DOC. No. 03-000158003
R.P.R.D.C.T.

30' DRAINAGE EASEMENT
DOC. No. 02-000097029
R.P.R.D.C.T.

25' UTILITY EASEMENT
(RAY ROBERTS WATER LINE)
DOC. No. 02-000090883
R.P.R.D.C.T.

MATCH LINE SHEET 3



LINE	BEARING	DISTANCE
L4	N 65°54'29" W	203.36'
L5	N 75°26'38" W	533.86'
L6	N 78°31'05" E	351.87'
L18	S 78°31'05" E	354.90'
L19	S 75°26'38" E	542.13'
L20	S 65°54'29" E	211.95'

LEGEND
△ CALCULATED POINT
■ CONG. MONUMENT FD.
○ 5/8" IRS STAMPED TNP
○ IRON ROD FOUND
○ CONTROL MONUMENT
○ CENTRILINE ELEC. ESMT.
— ADJACENT PROPERTY LINE

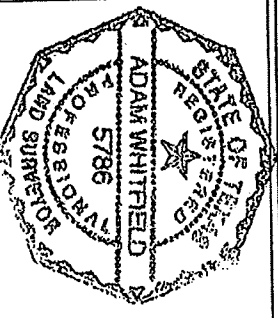
D = 5706.18"
R = 5839.58"
L = 520.30"
CB = N 63°32'55" W
CD = 520.13'

SURVEYORS CERTIFICATION:

To the best of my knowledge, information, and belief, the plat hereon is a correct representation of the property as determined by a survey made on the ground August 15, 2012, the lines and dimensions of said property being as indicated by the plat.

Adam Whitfield, RPLS

Date: January 16, 2013



teague hall & perkins
1317 Carline Plaza Drive
Denton, Texas 76205
940.314.1177 ph 940.314.0264 fx
www.tnpinc.com

SHEET 4 OF 6

JOB NO. SGE 12223

5.193 ACRES
Sited in the
S. McCracken Survey
Abstract No. 817
Denton County, Texas

EXHIBIT "B"

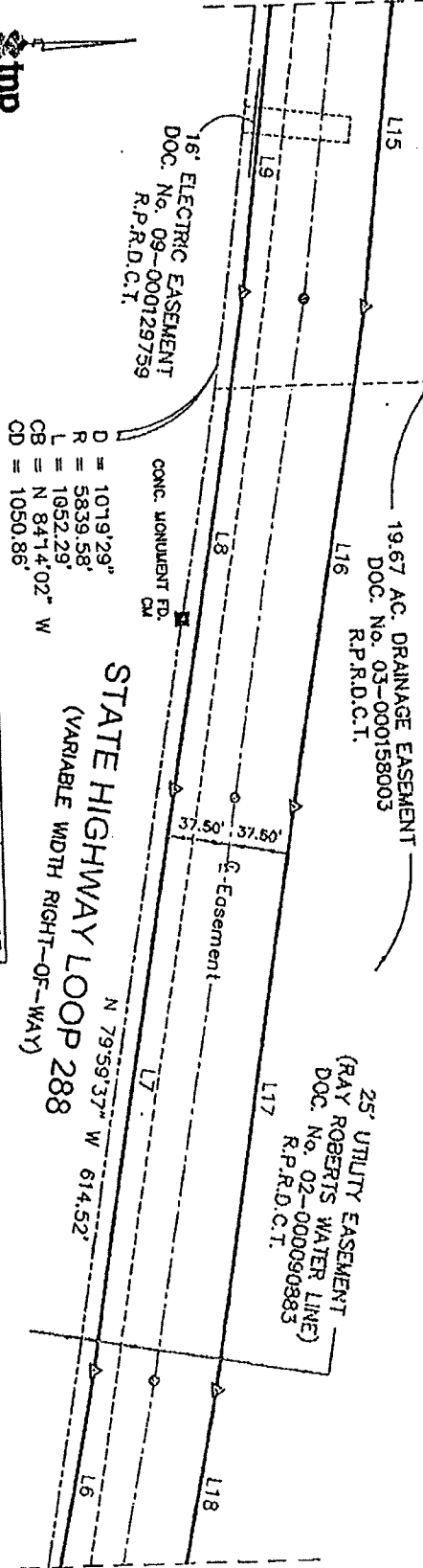
DRAINAGE EASEMENT
 DOC. No. 05-000057755
 R.P.R.D.C.T.

S. McCracken Survey
 Abstract No. 817

REMAINDER OF
 DENTON INDEPENDENT SCHOOL DISTRICT
 DOC. No. 97-83710
 R.P.R.D.C.T.

NOTES:
 1. Bearings are based on the Texas State Plane Coordinate System, North Central Zone (NAD83). Units US Survey Feet

MATCH LINE SHEET 4

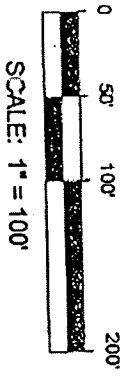


D = 1019.29'
 R = 5839.58'
 L = 1952.29'
 CB = N 84°14'02" W
 CD = 1050.86'

LINE	BEARING	DISTANCE
L6	N 78°31'05" W	351.87'
L7	N 80°04'13" W	354.00'
L8	N 79°47'27" W	303.28'
L9	N 82°23'17" W	373.84'
L15	S 82°23'17" E	378.56'
L16	S 79°47'27" E	304.80'
L17	S 80°04'13" E	354.83'
L18	S 78°31'05" E	354.90'

LEGEND

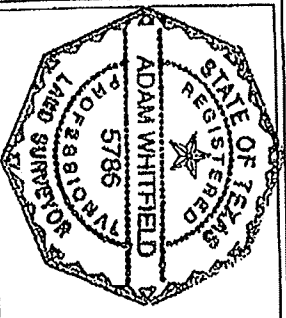
▲	CALCULATED POINT
■	CONC. MONUMENT FD.
⊙	5/8" IRS STAMPED TNP
○	IRON ROD FOUND
CM	CONTROL MONUMENT
—	CENTRIQUE ELEC. ESMT.
---	ADJACENT PROPERTY LINE



SURVEYORS CERTIFICATION:
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Adam Whitfield
 Adam Whitfield, RPLS

01-16-13
 Date: January 16, 2013



teague hall & perkins
 1317 Castle Price Drive
 Dublin, Texas 76005
 9402834377 ph 9402834026 fx
 www.tnpinc.com

SHEET 5 OF 6

JOB NO. SGE 12223

5.193 ACRES
 Situated in the
 S. McCracken Survey
 Abstract No. 817
 Denton County, Texas

MATCH LINE SHEET 2

S. McCracken Survey
Abstract No. 817
EXHIBIT "B"

NOTES:
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LOT 1, BLOCK A CENTER
 DENTON EARLY CHILDHOOD CENTER
 DOCUMENT No. 10-0000113
 R.P.R.D.C.T.

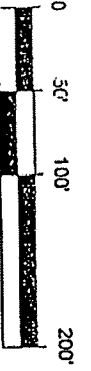
16' PUBLIC UTILITY ESMIT
 DOC. No. 05-57734
 R.P.R.D.C.T.

REMAINDER OF
 DENTON INDEPENDENT SCHOOL DISTRICT
 DOC. No. 97-83710
 R.P.R.D.C.T.

25' UTILITY EASEMENT
 (RAY ROBERTS WATER LINE)
 DOC. No. 02-000090883
 R.P.R.D.C.T.

90' R.O.W. DEDICATION
 DOC. No. 10-0000113
 R.P.R.D.C.T.

STATE HIGHWAY LOOP 288
 (VARIABLE WIDTH RIGHT-OF-WAY)



SCALE: 1" = 100'

LINE	BEARING	DISTANCE
L9	N 82°23'17" W	373.84'
L10	N 86°59'37" W	367.81'
L11	N 89°29'12" W	168.67'
L12	N 00°07'48" E	75.00'
L13	S 89°29'12" E	170.81'
L14	S 86°59'37" E	372.46'
L15	S 82°23'17" E	378.56'

D = 1019'29"
 R = 5839.58'
 L = 1052.29'
 CB = N 84°14'02" W
 CD = 1050.86'

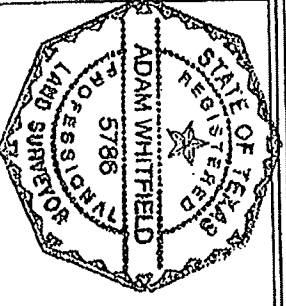
LEGEND

▲	CALCULATED POINT
■	CONC. MONUMENT FD.
⊙	5/8" IRS STAMPED TNP
○	IRON ROD FOUND
○	CONTROL MONUMENT
○	CENTERLINE ELEC. ESMIT.
---	ADJACENT PROPERTY LINE

SURVEYOR'S CERTIFICATION:
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Adam Whitfield
 Adam Whitfield, RPLS

01-16-13
 Date: January 16, 2013



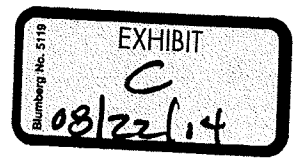
teague nall & perkins
 1517 Canby Plaza Drive
 Denton, Texas 76205
 940.352.4177 fax 940.352.5026
 www.tnplc.com

SHEET 6 OF 6

JOB NO. SGE 12223

5.193 ACRES
 Situated in the
 S. McCracken Survey
 Abstract No. 817
 Denton County, Texas

MATCH LINE SHEET 3



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

ELECTRIC UTILITY AND COMMUNICATION EASEMENT

**THE STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF DENTON §**

THAT, Denton Independent School District, a subdivision of the State of Texas (the "GRANTOR"), for and in consideration of Ten Dollars (\$10.00), and other good and valuable consideration, to GRANTOR in hand paid by the CITY OF DENTON, a Texas home rule municipal corporation, which is located in Denton County, Texas, and whose mailing address is 215 E. McKinney, Denton, Texas 76201 ("GRANTEE") has granted, sold, and conveyed and by these presents does grant, sell and convey unto the GRANTEE perpetual, exclusive and unobstructed easements and rights of way (collectively, the "EASEMENT") for the purposes of erecting, operating, maintaining and servicing thereon one or more underground and/or above ground electric transmission and electric distribution power and/or communication lines, each consisting of a variable number of wires and cables, along with all necessary, convenient or desirable appurtenances, attachments and supporting structures, including without limitation, foundations, guy wires and guy anchorages, and structural components (collectively referred to herein as the "FACILITIES"), in, on, over, under and across that certain real property situated in the S. McCracken Survey, Abstract No. 817, Denton County, Texas, being approximately 5.193 acres and being more particularly described in Exhibit "A", and depicted in Exhibit "B", respectively, each attached hereto and incorporated into and made a part of this document by reference (the "EASEMENT PROPERTY").

GRANTEE shall have the right of ingress, egress and regress in, on, over, under and across the EASEMENT PROPERTY for the purposes of, and right to, construct, maintain, operate, improve, reconstruct, increase or reduce the size and capacity, repair, relocate, inspect, patrol, maintain, remove or replace such FACILITIES within the EASEMENT PROPERTY as GRANTEE may from time to time find necessary, convenient or desirable, along with all rights necessary or convenient for full use and enjoyment of the above grant, including access over, across and upon the EASEMENT PROPERTY. GRANTEE shall have the right to trim or remove trees or shrubbery within said EASEMENT PROPERTY, to the extent, in the sole judgment of GRANTEE, necessary or desirable to prevent possible interference with the efficiency, safety and/or convenient operation of the FACILITIES or to remove possible efficiency, safety or operational hazards thereto. GRANTOR shall not make changes in grade, elevation or contour of the EASEMENT PROPERTY or impound water within, over and/or across the EASEMENT PROPERTY without prior written consent of GRANTEE. GRANTEE, at GRANTEE'S sole cost and expense, shall have the right to install gates in existing fences within such EASEMENT PROPERTY.

GRANTOR, for itself, its successors and assigns, subject to the terms herein, expressly reserves the right to occupy and use the EASEMENT PROPERTY for all other purposes that will not interfere with the GRANTEE'S full enjoyment of the EASEMENT and/or the exercise of GRANTEE's rights hereunder.

GRANTOR acknowledges the EASEMENT granted herein is exclusive, so as to exclude all other utility providers or any other party's use of the EASEMENT PROPERTY; provided, however, the EASEMENT is nonexclusive as to GRANTOR'S right to use the EASEMENT PROPERTY in accordance with the terms hereof. Upon written consent of GRANTEE, such consent to be exercised at the sole discretion of GRANTEE, other utility providers may be permitted by GRANTEE under

separate grant from GRANTOR to construct, operate, maintain, repair, replace and remove their respective utilities in, on, over, under, and across the EASEMENT PROPERTY perpendicularly or as otherwise may be permitted by GRANTEE in writing. Nothing herein shall be construed to require GRANTEE to allow such use or grant, and such use or grant shall be at the sole and absolute discretion of GRANTEE.

GRANTOR represents and warrants to GRANTEE that as of the execution date hereof, no buildings, structures, signs, obstructions or other facilities or improvements of any kind (“UNPERMITTED STRUCTURES”) exist on the EASEMENT PROPERTY. GRANTOR shall not construct, and GRANTEE shall have the right to prevent the construction of, UNPERMITTED STRUCTURES on the EASEMENT PROPERTY, and if any UNPERMITTED STRUCTURES are hereafter constructed or permitted by GRANTOR to exist within the EASEMENT PROPERTY without prior written consent of GRANTEE, then GRANTEE shall have the right to remove the same and GRANTOR agrees to pay to GRANTEE the reasonable actual costs of such removal.

The EASEMENT, and all covenants and provisions hereof, shall constitute covenants running with the land and shall bind and inure to the benefit of GRANTOR and GRANTEE, and their respective successors, and assigns. This EASEMENT is subject to the terms of that certain Easement Purchase and Abandonment Agreement, dated _____, 2014, by and between GRANTOR and GRANTEE.

TO HAVE AND TO HOLD the above EASEMENT unto GRANTEE, its successors and assigns, forever, and GRANTOR hereby warrants and forever agrees to defend the above described EASEMENT unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part hereof, by, through, or under GRANTOR, and not otherwise.

WITNESS THE EXECUTION HEREOF as the _ day of _____, 2014.

GRANTOR:

Denton Independent School District,
a subdivision of the State of Texas

By: _____

Name: _____

Title: _____

CONSENTED TO BY:

ERI-Mills Road, L.P.
a Texas limited partnership

By: Elk Rivers Investments, Inc.
a Texas corporation, it's General Partner

By: _____

John W. Pearson

Title: _____

ACKNOWLEDGEMENT

THE STATE OF TEXAS §

§

COUNTY OF DENTON §

This instrument was acknowledged before me on _____, 2014 by Glenna G. Harris, M.D., in her capacity as President of the Board of Trustees, Denton Independent School District, on behalf of the School District.

Notary Public in and for the
State of Texas

My Commission Expires: _____

ACKNOWLEDGMENT

STATE OF TEXAS)

COUNTY OF DENTON)

This instrument was acknowledged before me on the ____ day of _____, 2014 by John W. Pearson, _____ (Title) on behalf of Elk River Investments, a Texas corporation, as the General Partner of ERI-Mills Road., a Texas limited partnership, on behalf of said limited partnership.

Notary Public, in and for the State of Texas
My Commission expires: _____

AFTER RECORDING RETURN TO:
City of Denton – Engineering Department
Real Estate and Capital Support
901-A Texas Street, 2nd Floor
Denton, Texas 76209
Attn: Paul Williamson

EXHIBIT "A"
LEGAL DESCRIPTION

BEING A 5.193 ACRE TRACT OF LAND SITUATED IN THE S. McCracken Survey, Abstract Number 817, Denton County, Texas, and being a portion of that certain tract of land described in deed to Denton Independent School District (DISD) recorded in document number 97-83710 of the deed records of Denton County, Texas, said 5.193 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a broken concrete monument found at the most easterly southeast corner of said DISD tract and being the most southwesterly corner of a tract of land as described in deed to SEL SHERMAN DRIVE, LLC as recorded in document number 08-00710 of said deed records and also being on the northerly right-of-way line of State Highway Loop 288 (A Variable Width Right-of-Way);

THENCE South 85° 59' 15" West, along the northerly right-of-way line of said State Highway Loop 288, a distance of 30.79 feet to a point for corner, from which a broken concrete monument found at the most southerly southeast corner of said DISD tract bears South 85° 59' 15" West, a distance of 13.94 feet;

THENCE, departing the northerly right-of-way line of said State Highway Loop 288 and across said DISD tract the following courses:

North 60° 23' 53" West, a distance of 125.00 feet to a point for corner;

North 62° 20' 02" West, a distance of 205.75 feet to a point for corner;

North 65° 54' 29" West, a distance of 203.36 feet to a point for corner, from which a broken concrete monument found on the northerly right-of-way line of said Loop 288 bears South 17° 33' 17" West, a distance of 10.05 feet;

North 75° 26' 38" West, a distance of 533.86 feet to a point for corner;

North 78° 31' 05" West, a distance of 351.87 feet to a point for corner;

North 80° 04' 13" West, a distance of 354.00 feet to a point for corner;

North 79° 47' 27" West, a distance of 303.28 feet to a point for corner;

North 82° 23' 17" West, a distance of 373.84 feet to a point for corner;

North 86° 59' 37" West, a distance of 367.81 feet to a point for corner;

North 89° 29' 12" West, a distance of 168.67 feet to a point for corner on the easterly line of a Right-of-Way Dedication as shown on the final plat of the Denton Early Childhood Center as recorded in document number 10-0000113 of said deed records and from which a 5/8 inch iron rod with cap found on the northerly right-of-way line of said State Highway Loop 288 and the most southerly southeast corner of said Denton Early Childhood Center bears South 00° 07' 48" West, a distance of 10.00 feet;

THENCE North 00° 07' 48" East, along said Right-of-Way Dedication line, passing a 5/8 inch capped iron rod stamped "TNP" set at the intersection of the centerline of the herein described tract and said right-of-way line, continuing in all a total distance of 75.00 feet to a point for corner;

THENCE, departing said Right-of-Way Dedication line and across said DISD tract the following courses:

South 89° 29' 12" East, a distance of 170.81 feet to a point for corner;

South 86° 59' 37" East, a distance of 372.46 feet to a point for corner;

South 82° 23' 17" East, a distance of 378.56 feet to a point for corner;

South 79° 47' 27" East, a distance of 304.80 feet to a point for corner;

South 80° 04' 13" East, a distance of 354.83 feet to a point for corner;

South 78° 31' 05" East, a distance of 354.90 feet to a point for corner;

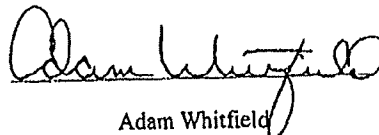
South 75° 26' 38" East, a distance of 542.13 feet to a point for corner;

South 65° 54' 29" East, a distance of 211.95 feet to a point for corner;

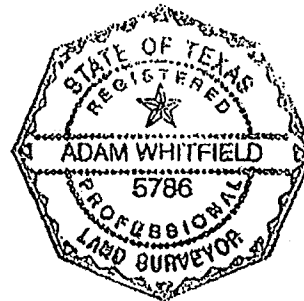
South 62° 20' 02" East, a distance of 209.36 feet to a point for corner;

South 60° 23' 53" East, a distance of 117.67 feet to a point for corner of the easterly line of said DISD tract and the westerly line of said Sel Sherman Drive tract and from which a 1/2 inch iron rod found at an angle point in the easterly line of said DISD tract bears North 00° 58' 04" West, a distance of 217.09 feet;

THENCE South 00° 58' 04" East, along the common line of said DISD and Sel Sherman Drive tracts, passing a 5/8 inch capped iron rod stamped "TNP" set at the intersection of the centerline of the herein described tract and said common line, continuing in all a total distance of 67.31 feet to the POINT OF BEGINNING and containing 5.193 acres of land, more or less.



Adam Whitfield
Texas Registered Professional Land Surveyor
Texas Registration No. 5786



01-16-13

Date: January 16, 2013

EXHIBIT "B"

S. McCracken Survey
Abstract No. 817

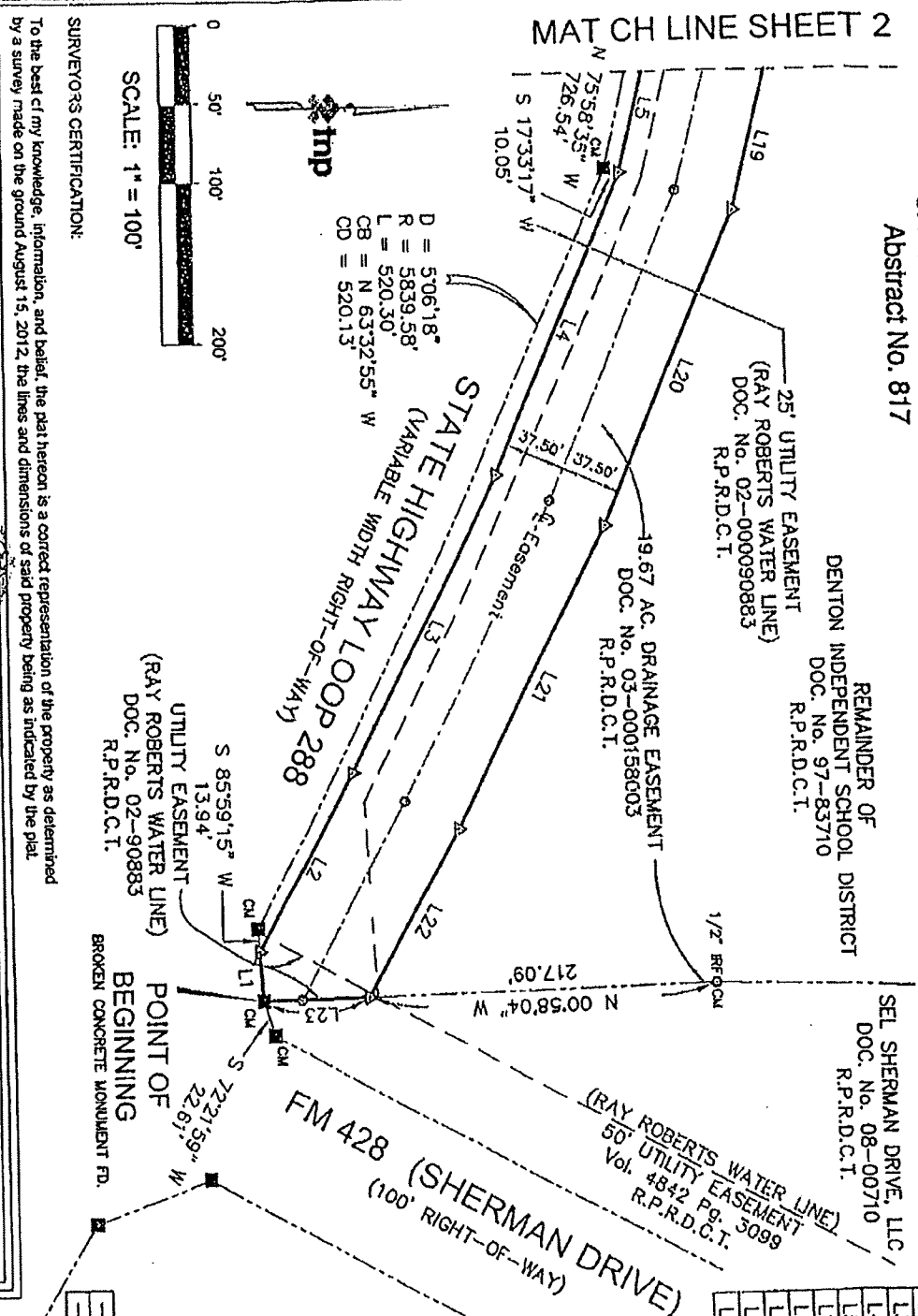
25' UTILITY EASEMENT
(RAY ROBERTS WATER LINE)
DOC. No. 02-00090883
R.P.R.D.C.T.

19.67 AC. DRAINAGE EASEMENT
DOC. No. 03-000158003
R.P.R.D.C.T.

REMAINDER OF
DENTON INDEPENDENT SCHOOL DISTRICT
DOC. No. 97-83710
R.P.R.D.C.T.

SEL SHERMAN DRIVE, LLC
DOC. No. 08-00710
R.P.R.D.C.T.

MAT CH LINE SHEET 2



D = 506.18'
R = 5839.58'
L = 520.30'
CB = N 63°32'55" W
CD = 520.13'

SCALE: 1" = 100'

SURVEYOR'S CERTIFICATION:

To the best of my knowledge, information, and belief, the plat hereon is a correct representation of the property as determined by a survey made on the ground August 15, 2012, the lines and dimensions of said property being as indicated by the plat.

LINE	BEARING	DISTANCE
L1	S 85°59'15" W	30.79'
L2	N 60°23'53" W	125.00'
L3	N 62°20'02" W	205.75'
L4	N 65°54'29" W	203.36'
L5	N 75°26'38" W	533.86'
L19	S 75°26'38" E	542.13'
L20	S 65°54'29" E	211.95'
L21	S 62°20'02" E	209.36'
L22	S 60°23'53" E	117.67'
L23	S 00°58'04" E	67.31'

TONY A. RILEY
DOC. No. 93-0019780
R.P.R.D.C.T.

NOTES:

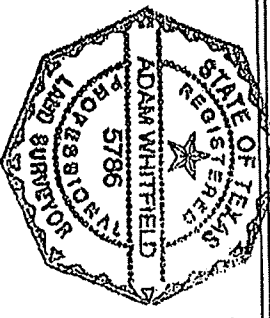
- Bearings are based on the Texas State Plane Coordinate System, North Central Zone (NAD83). Units US Survey Feet

LEGEND

▲	CALCULATED POINT
■	CONC. MONUMENT FD.
⊙	5/8" IRS STAMPED TWP
○	IRON ROD FOUND
CM	CONTROL MONUMENT
—	CENTERLINE ELEC. ESMT.
---	ADVACENT PROPERTY LINE

Adam Whitfield, RPLS

01-16-13
Date: January 16, 2013



teague hall & perkins

1517 Cantle Place Drive
Denton, Texas 76205
940.383.4177 ph 940.383.0241 fx
www.thpinc.com

SHEET 3 OF 6

JOB NO. SGE 12223

5.193 ACRES
Situated in the
S. McCracken Survey
Abstract No. 817
Denton County, Texas

S. McCracken Survey
Abstract No. 817

EXHIBIT "B"

NOTES:
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16' PUBLIC UTILITY EASEMENT
 DOC. No. 03-000158003
 R.P.R.D.C.T.
CORRECTION DEED REPLACES
 DOC. No. 02-000097027

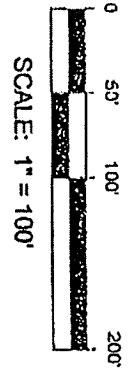
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25' UTILITY EASEMENT (RAY ROBERTS WATER LINE)
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BROKEN CONC. MONUMENT FD.



SCALE: 1" = 100'

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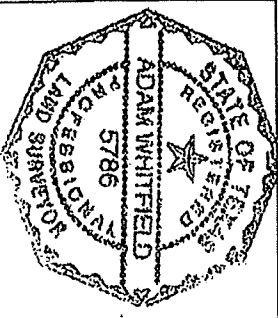
STATE HIGHWAY LOOP 288
 (VARIABLE WIDTH RIGHT-OF-WAY)

MATCH LINE SHEET 3

MATCH LINE SHEET 1

Adam Whitfield
Adam Whitfield, RPLS

01-16-13
 Date: January 16, 2013



teague noll & perkins

1517 Center Plaza Drive
 Denton, Texas 76205
 940.383.4177 or 940.383.8028 tx
 www.tnplc.com

SHEET 4 OF 6

JOB NO. SGE 12223

5.193 ACRES
 Situated in the
S. McCracken Survey
 Abstract No. 817
 Denton County, Texas

EXHIBIT "B"

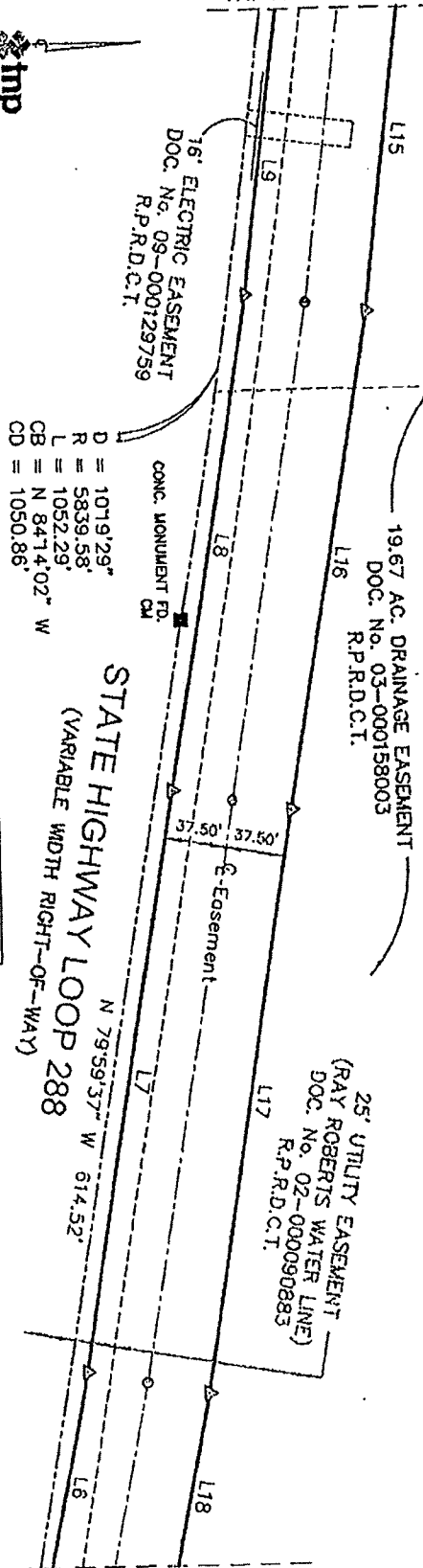
DRAINAGE EASEMENT
 DOC. No. 05-000057735
 R.P.R.D.C.T.
S. McCracken Survey
 Abstract No. 817

REMAINDER OF
DENTON INDEPENDENT SCHOOL DISTRICT
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NOTES:
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MATCH LINE SHEET 4

MATCH LINE SHEET 2

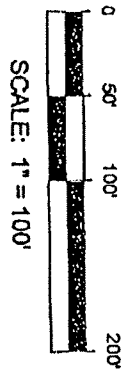


D = 1019.29'
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LINE	BEARING	DISTANCE
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L7	N 80°04'13" W	354.00'
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L15	S 82°23'17" E	378.56'
L16	S 79°47'27" E	304.80'
L17	N 79°59'37" W	614.52'
L18	S 80°04'13" E	354.83'
L18	S 78°31'05" E	354.90'

LEGEND

▲	CALCULATED POINT
■	CONC. MONUMENT FD.
⊕	5/8" IRS STAMPED TNP
⊙	IRON ROD FOUND
CM	CENTRILINE ELEC. ESMT.
---	MONUMENT PROPERTY LINE

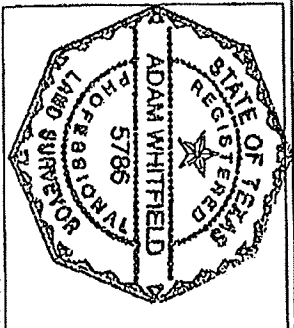


SURVEYORS CERTIFICATION:

To the best of my knowledge, information, and belief, the plat hereon is a correct representation of the property as determined by a survey made on the ground August 15, 2012, the lines and dimensions of said property being as indicated by the plat



Adam Whitfield
 Adam Whitfield, RPLS
 Date: January 16, 2013



teague nall & perkins
 1317 Centre Place Drive
 Denton, Texas 76205
 940.323.4177 or 940.323.3056 fx
 www.tnpsurveyors.com

SHEET 5 OF 6
 JOB NO. SGE 12223

5.193 ACRES
 Situated in the
S. McCracken Survey
 Abstract No. 817
 Denton County, Texas

S. McCracken Survey
Abstract No. 817
EXHIBIT "B"

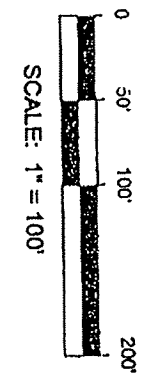
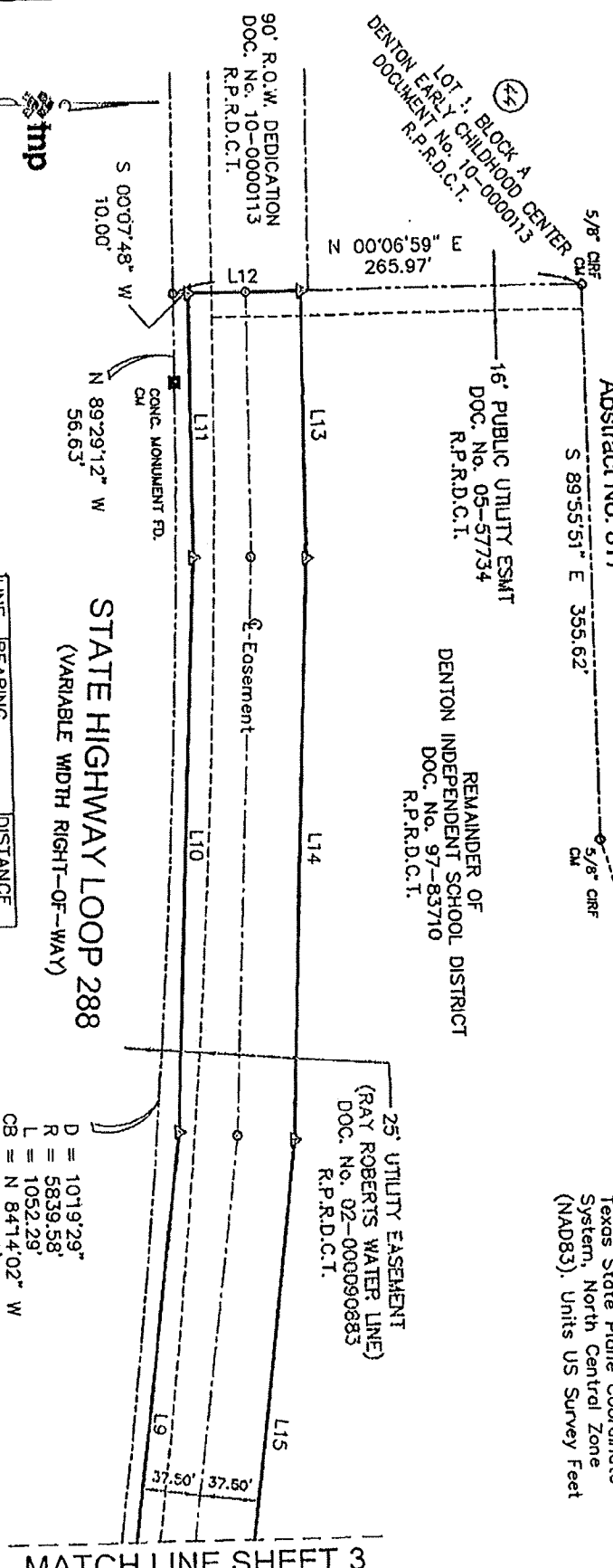
NOTES:
 1. Bearings are based on the Texas State Plane Coordinate System, North Central Zone (NAD83). Units US Survey Feet

LOT 1, BLOCK A
 DENTON EARLY CHILDHOOD CENTER
 DOCUMENT No. 10-000013
 R.P.R.D.C.T.

16' PUBLIC UTILITY ESMAT
 DOC. No. 05-57734
 R.P.R.D.C.T.

REMAINDER OF
 DENTON INDEPENDENT SCHOOL DISTRICT
 DOC. No. 97-83710
 R.P.R.D.C.T.

25' UTILITY EASEMENT
 (RAY ROBERTS WATER LINE)
 DOC. No. 02-000090883
 R.P.R.D.C.T.



SURVEYORS CERTIFICATION:

To the best of my knowledge, information, and belief, the plat hereon is a correct representation of the property as determined by a survey made on the ground August 15, 2012, the lines and dimensions of said property being as indicated by the plat.

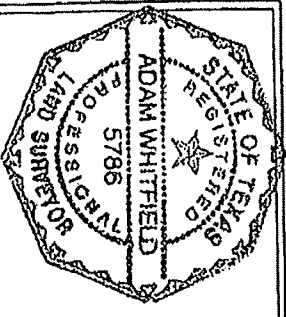
LINE	BEARING	DISTANCE
L9	N 82°23'17" W	373.84'
L10	N 86°59'37" W	367.81'
L11	N 89°29'12" W	168.67'
L12	N 00°07'48" E	75.00'
L13	S 89°29'12" E	170.81'
L14	S 86°59'37" E	372.46'
L15	S 82°23'17" E	378.56'

LEGEND

▲	CALCULATED POINT
■	CONG. MONUMENT FD.
⊙	5/8" IRS STAMPED TNP
○	IRON ROD FOUND
CM	CONTROL MONUMENT
—	CENTERLINE ELEC. ESMAT.
---	ADJACENT PROPERTY LINE

Adam Whitfield, RPLS
 [Signature]

01-14-13
 Date: January 16, 2013



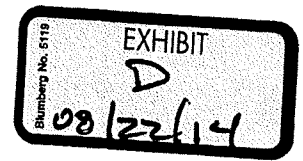
league mall & perkins
 1517 Carline Plaza Drive
 Denton, Texas 76205
 940.383.4177 ph. 940.383.2026 fx.
 www.tnpinc.com

SHEET 6 OF 6

JOB NO. SGE 12223

5.193 ACRES
 Situated in the
 S. McCracken Survey
 Abstract No. 817
 Denton County, Texas

MATCH LINE SHEET 3



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

ABANDONMENT AND RELEASE

**THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DENTON §**

WHEREAS, Denton Independent School District, a subdivision of the State of Texas (“Owner”), is the owner of certain lands located in the S. McCracken Survey, Abstract No. 817, Denton County, Texas (the “Property”);

WHEREAS, the Property is encumbered by (i) an easement, dated on or about August 26, 2003, from Denton Independent School District to the City of Denton, Texas, recorded as Document Number 158006, Real Property Records, Denton County, Texas; (the “Prior Easement”);

WHEREAS, pursuant to that certain Easement Purchase & Abandonment Agreement, dated on or about May ____, 2014, City of Denton Ordinance No. 2014-__, the Denton City Council authorized the City Manager, or his designee, to enter into this Abandonment and Release for the express purpose of partially releasing the Prior Easement, said partial release releasing the Prior Easement, INsofar AND ONLY INsofar as the Prior Easement covers and includes those lands described on Exhibit “A”, and depicted on Exhibit “B”, respectively, each attached hereto and made a part hereof (the “Abandonment Tract”);

WHEREAS, the Prior Easement, INsofar as said Prior Easement covers, encumbers or includes lands other than the Abandonment Tract, shall remain valid and subsisting, and in full force and effect in accordance with the terms thereto.

NOW, THEREFORE, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby stipulated, the City of Denton, Texas ("City") does by these presents, abandon and release unto Owner, its successors and assigns, all of its right, to the Prior Easement, INsofar AND ONLY INsofar as said Prior Easement cover or encumbers the Abandonment Tract. Notwithstanding anything to the contrary contained herein, the City hereby expressly saves, excepts, retains and reserves (i) any and all easements, rights and interests granted to, or owned or claimed by, the City, by, through or under the Prior Easement, insofar as said Prior Easement covers and encumbers any and all lands other than the Abandonment Tract; and (ii) any and all easements, rights of way and any other rights or interests, other than the Prior Easement, whether acquired, obtained, owned or claimed by the City or public, by through or under conveyance, dedication by plat or other express dedication, implied dedication, prescription, or by any other manner or means, in or to lands in which the Prior Easement may cover, encumber, include, cross or overlap.

Executed this ____ day of _____, 2014.

CITY OF DENTON, TEXAS

By: _____
GEORGE C. CAMPBELL,
CITY MANAGER

Date: _____, 2014

ATTEST:
JENNIFER WALTERS, CITY SECRETARY

BY: _____

Date: _____, 2014

APPROVED AS TO LEGAL FORM:
ANITA BURGESS, CITY ATTORNEY

BY: _____

Date: _____, 2014

ACKNOWLEDGMENT

STATE OF TEXAS)

COUNTY OF DENTON)

This instrument was acknowledged before me on the ____ day of _____, 2014 by George C. Campbell, City Manager, City of Denton, Texas, on behalf of said City.

Notary Public, in and for the State of Texas
My Commission expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION
PROPOSED EASEMENT ABANDONMENT

BEING a 1.247 acre tract of land situated in the S. McCracken Survey, Abstract Number 817, City of Denton, Denton County, Texas, and being part of that tract of land described in a Deed to Denton Independent School District (DISD), as recorded in Document Number 97-83710 of the Real Property Records of Denton County, Texas, and also being part of a called 19.67 acre Public Drainage Easement, as recorded in Document Number 2003-000158006 of the Real Property Records of Denton County, Texas, and being more particularly described as follows:

COMMENCING at a P.K. Nail found for the Northeast corner of the above cited DISD tract, the Northeast corner of the above cited Public Drainage Easement and the Northwest corner of a tract of land described in a Deed to Sel Sherman Drive, LLC, as recorded in Document Number 2008-0710 of the Real Property Records of Denton County, Texas;

THENCE South 02° 10' 44" West along the Easterly line of said DISD tract and Public Drainage Easement, and the West line of said Sel Sherman Drive tract, for a distance of 310.35 feet to point for corner at the POINT OF BEGINNING for the herein described easement abandonment tract;

THENCE South 02° 10' 44" West continuing along the Easterly line of said DISD tract and Public Drainage Easement, and the West line of said Sel Sherman Drive tract, for a distance of 206.45 feet to a 1/2 inch iron rod found for corner at an angle point;

THENCE South 00° 58' 04" East continuing along the Easterly line of said DISD tract and Public Drainage Easement, and the West line of said Sel Sherman Drive tract, for a distance of 284.40 feet to a broken concrete monument found for corner in the Northerly line of State Highway Loop 288 (a variable width right-of-way), said point being the Southeast corner of said DISD tract and said Drainage Easement, and the Southwest corner of said Sel Sherman Drive tract, from which a broken concrete monument found for reference in the Westerly line of F.M. 428 (Sherman Drive, a 100' right-of-way), bears North 72° 21' 59" East a distance of 22.61 feet;

THENCE South 85° 59' 15" West along the Northerly line of said State Highway Loop 288, for a distance of 44.73 feet to a broken concrete monument found for corner at the beginning of a non-tangent curve to the left;

THENCE in a Northwesterly direction, continuing along the Northerly line of said State Highway Loop 288, and along said non-tangent curve to the left having a central angle of 01° 55' 54", a radius of 5839.58 feet, a chord bearing of North 61° 57' 43" West, a chord distance of 196.86 feet and an arc length of 196.86 feet to a point for corner, from which a broken concrete monument found for reference bears North 64° 30' 52" West, a chord distance of 323.39 feet and along said curve, an arc length of 323.44 feet;

THENCE North 28° 53' 25" East departing the Northerly line of said State Highway Loop 288, and across said DISD tract and Drainage Easement, for a distance of 458.29 feet to the POINT OF BEGINNING, and containing 1.247 acres of land, more or less.



Todd B. Turner, R.P.L.S.
March 21, 2014
Aug. 15, 2012 – Field
T.B.P.L.S. Firm No. 10011601

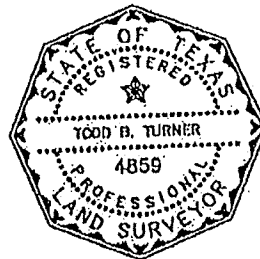


EXHIBIT "B"

CURVE	DELTA	RADIUS	ARC LENGTH	CH BRG	CH DISTANCE
C1	03°10'24"	5839.58'	323.44'	N 64°30'52" W	323.39'

LINE	BEARING	DISTANCE
L1	S 85°58'15" W	44.73'
L2	S 86°58'15" E	200.04'

LOT 1, BLOCK A
C. H. COLLINS ATHLETIC COMPLEX
CABINET U, PAGE 583
P.R.D.C.T.

LOT 2, BLOCK A
C. H. COLLINS ATHLETIC COMPLEX
CABINET V, PAGE 353
P.R.D.C.T.

S. MCCRACKEN SURVEY
ABSTRACT NO. 817

SEL SHERMAN DRIVE, LLC
DOC. No. 2008-0710
R.P.R.D.C.T.

FM 428 (SHERMAN DRIVE)
(100' RIGHT-OF-WAY)

EXISTING EAST LINE
19.87 AC. PUBLIC DRAINAGE EASEMENT
DOC. No. 2003-000158006
R.P.R.D.C.T.

EXISTING NORTHERLY LINE
19.87 AC. PUBLIC DRAINAGE EASEMENT
DOC. No. 2003-000158008
R.P.R.D.C.T.

REMAINDER OF
CALLED 19.87 AC.
PUBLIC DRAINAGE EASEMENT
DOC. No. 2003-000158006
R.P.R.D.C.T.

DENTON INDEPENDANT
SCHOOL DISTRICT
DOC. NO. 97-83710
R.P.R.D.C.T.

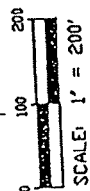
EXISTING
25' UTILITY EASEMENT
(RAY ROBERTS WATER LINE)
DOC. No. 2002-90883
R.P.R.D.C.T.

S.H. LOOP 288
(VARIABLE WIDTH RIGHT-OF-WAY)

EXISTING UTILITY EASEMENT
PARCEL #9
(RAY ROBERTS WATER LINE)
DOC. No. 2002-90883
R.P.R.D.C.T.

LEGEND

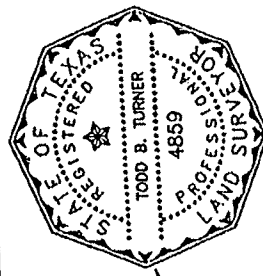
▲	CALCULATED POINT
■	CONC. MONUMENT FOUND-BROKEN (CAF-B)
□	3/4" IRF STAMPED TOP
○	IRON NOD FOUND (RF)
⊙	CONTROL MONUMENT
---	PROPOSED ENCL. BOUNDARY
---	EXISTING EASEL
---	ADJACENT PROPERTY LINE
---	REPORT-OF-WAY LINE



NOTE: Bearings are based on the Texas State Plane
Coordinate System, North Central Zone (NAD83).

1.247 ACRES
PROPOSED
EASEMENT ABANDONMENT
BEING SITUATED IN THE
S. MCCRACKEN SURVEY
ABSTRACT NO. 817
CITY OF DENTON
DENTON COUNTY, TEXAS

teague nall & perkins
1317 Centre Place Drive
Denton, Texas 76205
940.383.4177 ext 940.383.4026 tx
www.tnpinc.com



Todd B. Turner
Todd B. Turner, R.P.L.S.
Date: March 21, 2014
Aug. 15, 2012 - Field
Firm Reg. No. 10011601

JOB NO. DME13222

SHEET 2 OF 2

5421 2714

EXHIBIT A



Coleman & Assoc. Land Surveying

P.O. Box 686
Denton, Texas 76202
Phone (940)565-8215 Fax (940)565-9800

Drainage Easement
19.670 Acres

FIELD NOTES to all that certain tract of land in the Samuel McCracken Survey Abstract Number 817, in the City of Denton, Denton County, Texas and being a part of the called 120.420 acre tract described in the deed from Edward F. Wolski to the Denton Independent School District recorded under Clerk's File Number 97-R0083710 of the Real Property Records of Denton County, Texas; the subject tract being more particularly described as follows:

BEGINNING at the Southeast corner of the tract being described herein at the Southerly Southeast corner of the said 120.420 acre tract and the Southwest corner of the tract of land described in the deed to Michael Reynolds et ux recorded in Volume 824, Page 817 of the Deed Records of Denton County, Texas on the North right-of-way of Loop 288 from which a concrete right-of-way monument at the intersection of Loop 288 and FM 428 bears North 73 Degrees 04 Minutes 11 Seconds East a distance of 22.04 feet;

THENCE Westerly with the South line of the 120.420 acre tract and the North right-of-way of Loop 288 the following five calls:

1. South 86 Degrees 08 Minutes 45 Seconds West a distance of 44.63 feet to a found concrete right-of-way monument;
2. Along the arc of a curve to the left having a radius of 3,555.71 feet an arc length of 514.75 feet (chord bearing North 64 Degrees 38 Minutes 09 Seconds West a distance of 514.30 feet) to a concrete right-of-way monument found at an angle point therein;
3. North 75 Degrees 16 Minutes 39 Seconds West a distance of 728.99 feet to a concrete right-of-way monument found;
4. North 79 Degrees 33 Minutes 16 Seconds West a distance of 615.72 feet to a concrete right-of-way monument found at the beginning of a curve to the left having a radius of 5,839.58 feet;
5. Along the arc of the said curve, an arc length of 139.06 feet (chord bearing North 79 Degrees 56 Minutes 04 Seconds West a distance of 139.06 feet) to a 1/2 inch iron rod with a yellow plastic cap stamped "COLEMAN RPLS 4001" set (hereinafter referred to as IRS) for the Southwest corner of the herein described tract;

THENCE North 00 Degrees 00 Minutes 00 Seconds East across the 120.420 acre tract a distance of 248.84 feet to an IRS for the Southwest corner of the proposed Lot 2, Block A, C.H. Collins Athletic Complex;

THENCE Easterly with the South line of Lot 2, Block A, C.H. Collins Athletic Complex the following eight calls:

5421 2715

1. North 90 Degrees 00 Minutes 00 Seconds East a distance of 542.52 feet to an IRS;
2. South 37 Degrees 27 Minutes 26 Seconds East a distance of 88.78 feet to an IRS for the beginning of a curve to the left having a radius of 175.07 feet;
3. Southeasterly along the arc of the said curve, an arc length of 123.41 feet (chord bearing South 57 Degrees 39 Minutes 08 Seconds East a distance of 120.87 feet) to an IRS for the end of the curve and the beginning of a curve to the left having a radius of 786.05 feet;
4. Easterly along the arc of the said curve, an arc length of 333.45 feet (chord bearing North 90 Degrees 00 Minutes 00 Seconds East a distance of 330.95 feet) to an IRS for the end of the curve and the beginning of a curve to the left having a radius of 175.07 feet;
5. Northeasterly along the arc of the said curve, an arc length of 123.41 feet (chord bearing North 25 Degrees 39 Minutes 08 Seconds East a distance of 120.87 feet) to an IRS for the end of the curve;
6. North 37 Degrees 27 Minutes 26 Seconds East a distance of 101.38 feet to an IRS;
7. North 90 Degrees 00 Minutes 00 Seconds East a distance of 385.05 feet to an IRS for an angle point therein;
8. North 85 Degrees 59 Minutes 48 Seconds East a distance of 193.52 feet to a 1/2 inch iron rod found at the Southwest corner Lot 1, Block A, C.H. Collins Athletic Complex as shown by the plat thereof recorded in Cabinet U, Page 583 of the Plat Records of Denton County, Texas;

THENCE South 86 Degrees 56 Minutes 50 Seconds East with the South line of Lot 1 Block A, C.H. Collins Athletic Complex a distance of 200.28 feet to a crossie fence corner post found at a reentrant corner of the 120.420 acre tract and the Northwest corner of the said Reynolds tract;

THENCE South 02 Degrees 11 Minutes 24 Seconds West with the East line of the 120.420 acre tract and the West line of the Reynolds tract a distance of 516.93 feet to an iron rod found at an angle point therein;

THENCE South 00 Degrees 57 Minutes 44 Seconds East continuing with the East line of the 120.420 acre tract and the West line of the Reynolds tract a distance of 284.22 feet to the PLACE OF BEGINNING and enclosing 19.670 acres of land.

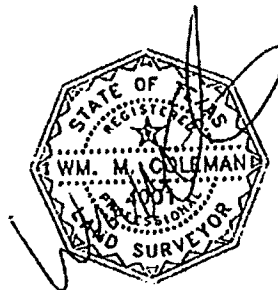
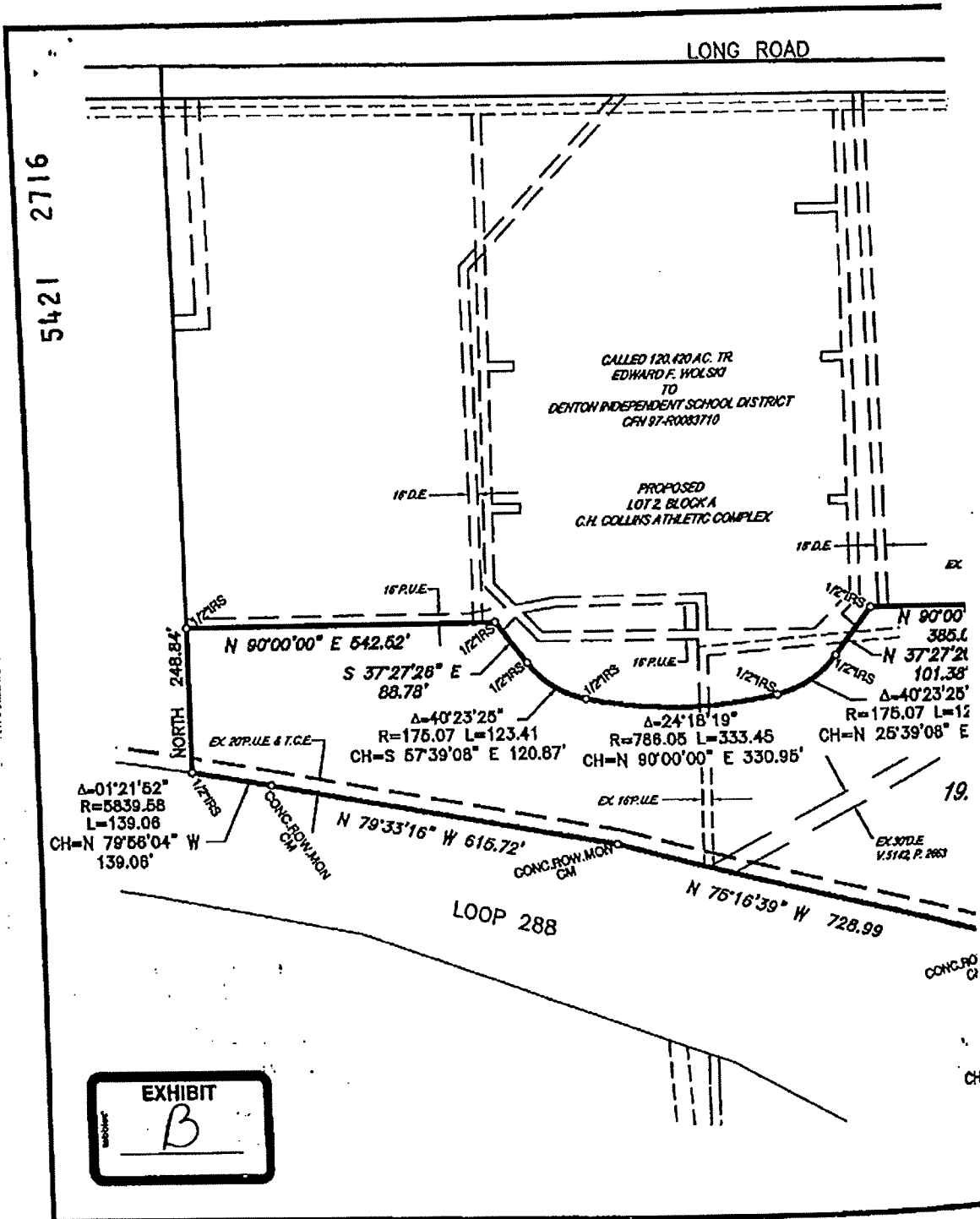
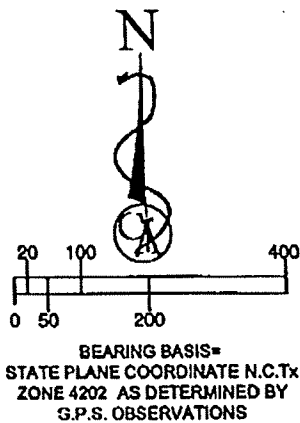
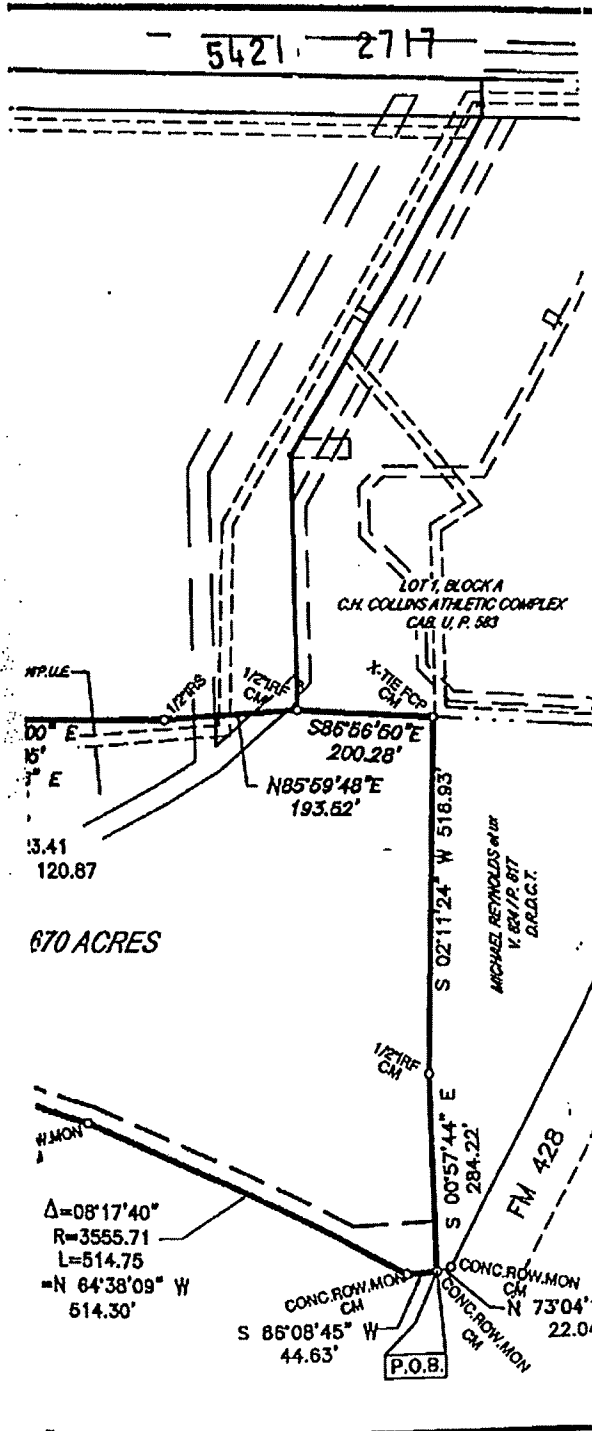


EXHIBIT
F
08/22/14

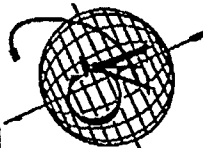




07-14-03

**Coleman & Associates
Land Surveying**

P.O. BOX 698 · DENTON, TEXAS 76202
PH (840) 565-8215, FAX (840) 565-9800
WWW.COLEMANSURVEYING.COM
© 2003 COLEMAN & ASSOC. SURVEYING

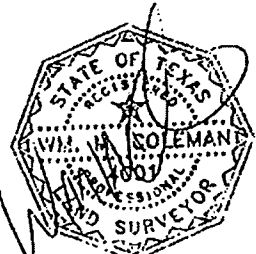


DRAINAGE EASEMENT

19.670 ACRES IN THE
SAMUEL McCracken SY. A-817

CITY OF DENTON
DENTON COUNTY, TEXAS

JOB NUMBER	849
DRAWN: MGD	CHECKED: JCC
SCALE	1"=200'

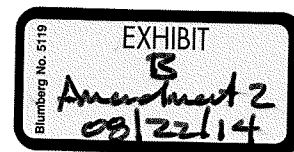


5421 2718

Filed for Record in:
DEATON COUNTY, TX
CYNTHIA MITCHELL, COUNTY CLERK

On Sep 19 2003
At 10:55am

Receipt #: 57915
Recording: 17.00
Doc/Mgst: 6.00
Doc/Num: 2003-R0158006
Doc/Type: ASH
Deputy -Jane



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

ELECTRIC UTILITY AND COMMUNICATION EASEMENT

**THE STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF DENTON §**

THAT, Denton Independent School District, a subdivision of the State of Texas (the "GRANTOR"), for and in consideration of Ten Dollars (\$10.00), and other good and valuable consideration, to GRANTOR in hand paid by the CITY OF DENTON, a Texas home rule municipal corporation, which is located in Denton County, Texas, and whose mailing address is 215 E. McKinney, Denton, Texas 76201 ("GRANTEE") has granted, sold, and conveyed and by these presents does grant, sell and convey unto the GRANTEE perpetual, exclusive and unobstructed easements and rights of way (collectively, the "EASEMENT") for the purposes of erecting, operating, maintaining and servicing thereon one or more underground and/or above ground electric transmission and electric distribution power and/or communication lines, each consisting of a variable number of wires and cables, along with all necessary, convenient or desirable appurtenances, attachments and supporting structures, including without limitation, foundations, guy wires and guy anchorages, and structural components (collectively referred to herein as the "FACILITIES"), in, on, over, under and across that certain real property situated in the S. McCracken Survey, Abstract No. 817, Denton County, Texas, being approximately 5.193 acres and being more particularly described in Exhibit "A", and depicted in Exhibit "B", respectively, each attached hereto and incorporated into and made a part of this document by reference (the "EASEMENT PROPERTY").

GRANTEE shall have the right of ingress, egress and regress in, on, over, under and across the EASEMENT PROPERTY for the purposes of, and right to, construct, maintain, operate, improve, reconstruct, increase or reduce the size and capacity, repair, relocate, inspect, patrol, maintain, remove or replace such FACILITIES within the EASEMENT PROPERTY as GRANTEE may from time to time find necessary, convenient or desirable, along with all rights necessary or convenient for full use and enjoyment of the above grant, including access over, across and upon the EASEMENT PROPERTY. GRANTEE shall have the right to trim or remove trees or shrubbery within said EASEMENT PROPERTY, to the extent, in the sole judgment of GRANTEE, necessary or desirable to prevent possible interference with the efficiency, safety and/or convenient operation of the FACILITIES or to remove possible efficiency, safety or operational hazards thereto. GRANTOR shall not make changes in grade, elevation or contour of the EASEMENT PROPERTY or impound water within, over and/or across the EASEMENT PROPERTY without prior written consent of GRANTEE. GRANTEE, at GRANTEE'S sole cost and expense, shall have the right to install gates in existing fences within such EASEMENT PROPERTY.

GRANTOR, for itself, its successors and assigns, subject to the terms herein, expressly reserves the right to occupy and use the EASEMENT PROPERTY for all other purposes that will not interfere with the GRANTEE'S full enjoyment of the EASEMENT and/or the exercise of GRANTEE's rights hereunder.

GRANTOR acknowledges the EASEMENT granted herein is exclusive, so as to exclude all other utility providers or any other party's use of the EASEMENT PROPERTY; provided, however, the EASEMENT is nonexclusive as to GRANTOR'S right to use the EASEMENT PROPERTY in accordance with the terms hereof. Upon written consent of GRANTEE, such consent to be exercised at the sole discretion of GRANTEE, other utility providers may be permitted by GRANTEE under

separate grant from GRANTOR to construct, operate, maintain, repair, replace and remove their respective utilities in, on, over, under, and across the EASEMENT PROPERTY perpendicularly or as otherwise may be permitted by GRANTEE in writing. Nothing herein shall be construed to require GRANTEE to allow such use or grant, and such use or grant shall be at the sole and absolute discretion of GRANTEE.

GRANTOR represents and warrants to GRANTEE that as of the execution date hereof, no buildings, structures, signs, obstructions or other facilities or improvements of any kind (“UNPERMITTED STRUCTURES”) exist on the EASEMENT PROPERTY. GRANTOR shall not construct, and GRANTEE shall have the right to prevent the construction of, UNPERMITTED STRUCTURES on the EASEMENT PROPERTY, and if any UNPERMITTED STRUCTURES are hereafter constructed or permitted by GRANTOR to exist within the EASEMENT PROPERTY without prior written consent of GRANTEE, then GRANTEE shall have the right to remove the same and GRANTOR agrees to pay to GRANTEE the reasonable actual costs of such removal.

The EASEMENT, and all covenants and provisions hereof, shall constitute covenants running with the land and shall bind and inure to the benefit of GRANTOR and GRANTEE, and their respective successors, and assigns. This EASEMENT is subject to the terms of that certain Easement Purchase and Abandonment Agreement, dated _____, 2014, by and between GRANTOR and GRANTEE.

TO HAVE AND TO HOLD the above EASEMENT unto GRANTEE, its successors and assigns, forever, and GRANTOR hereby warrants and forever agrees to defend the above described EASEMENT unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part hereof, by, through, or under GRANTOR, and not otherwise.

WITNESS THE EXECUTION HEREOF as the _ day of _____, 2014.

GRANTOR:

Denton Independent School District,
a subdivision of the State of Texas

By: _____

Name: _____

Title: _____

CONSENTED TO BY:

ERI-Mills Road, L.P.
a Texas limited partnership

By: Elk Rivers Investments, Inc.
a Texas corporation, it's General Partner

By: _____
John W. Pearson

Title: _____

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on _____, 2014 by Glenna G. Harris, M.D., in her capacity as President of the Board of Trustees, Denton Independent School District, on behalf of the School District.

Notary Public in and for the
State of Texas

My Commission Expires: _____

ACKNOWLEDGMENT

STATE OF TEXAS)

COUNTY OF DENTON)

This instrument was acknowledged before me on the ____ day of _____, 2014 by John W. Pearson, _____ (Title) on behalf of Elk River Investments, a Texas corporation, as the General Partner of ERI-Mills Road., a Texas limited partnership, on behalf of said limited partnership.

Notary Public, in and for the State of Texas
My Commission expires:_____

AFTER RECORDING RETURN TO:
City of Denton – Engineering Department
Real Estate and Capital Support
901-A Texas Street, 2nd Floor
Denton, Texas 76209
Attn: Paul Williamson

EXHIBIT "A"
LEGAL DESCRIPTION

BEING A 5.193 ACRE TRACT OF LAND SITUATED IN THE S. McCracken Survey, Abstract Number 817, Denton County, Texas, and being a portion of that certain tract of land described in deed to Denton Independent School District (DISD) recorded in document number 97-83710 of the deed records of Denton County, Texas, said 5.193 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a broken concrete monument found at the most easterly southeast corner of said DISD tract and being the most southwesterly corner of a tract of land as described in deed to SEL SHERMAN DRIVE, LLC as recorded in document number 08-00710 of said deed records and also being on the northerly right-of-way line of State Highway Loop 288 (A Variable Width Right-of-Way);

THENCE South 85° 59' 15" West, along the northerly right-of-way line of said State Highway Loop 288, a distance of 30.79 feet to a point for corner, from which a broken concrete monument found at the most southerly southeast corner of said DISD tract bears South 85° 59' 15" West, a distance of 13.94 feet;

THENCE, departing the northerly right-of-way line of said State Highway Loop 288 and across said DISD tract the following courses:

North 60° 23' 53" West, a distance of 125.00 feet to a point for corner;

North 62° 20' 02" West, a distance of 205.75 feet to a point for corner;

North 65° 54' 29" West, a distance of 203.36 feet to a point for corner, from which a broken concrete monument found on the northerly right-of-way line of said Loop 288 bears South 17° 33' 17" West, a distance of 10.05 feet;

North 75° 26' 38" West, a distance of 533.86 feet to a point for corner;

North 78° 31' 05" West, a distance of 351.87 feet to a point for corner;

North 80° 04' 13" West, a distance of 354.00 feet to a point for corner;

North 79° 47' 27" West, a distance of 303.28 feet to a point for corner;

North 82° 23' 17" West, a distance of 373.84 feet to a point for corner;

North 86° 59' 37" West, a distance of 367.81 feet to a point for corner;

North 89° 29' 12" West, a distance of 168.67 feet to a point for corner on the easterly line of a Right-of-Way Dedication as shown on the final plat of the Denton Early Childhood Center as recorded in document number 10-0000113 of said deed records and from which a 5/8 inch iron rod with cap found on the northerly right-of-way line of said State Highway Loop 288 and the most southerly southeast corner of said Denton Early Childhood Center bears South 00° 07' 48" West, a distance of 10.00 feet;

THENCE North 00° 07' 48" East, along said Right-of-Way Dedication line, passing a 5/8 inch capped iron rod stamped "TNP" set at the intersection of the centerline of the herein described tract and said right-of-way line, continuing in all a total distance of 75.00 feet to a point for corner;

THENCE, departing said Right-of-Way Dedication line and across said DISD tract the following courses:

South 89° 29' 12" East, a distance of 170.81 feet to a point for corner;

South 86° 59' 37" East, a distance of 372.46 feet to a point for corner;

South 82° 23' 17" East, a distance of 378.56 feet to a point for corner;

South 79° 47' 27" East, a distance of 304.80 feet to a point for corner;

South 80° 04' 13" East, a distance of 354.83 feet to a point for corner;

South 78° 31' 05" East, a distance of 354.90 feet to a point for corner;

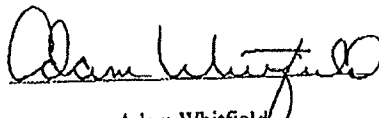
South 75° 26' 38" East, a distance of 542.13 feet to a point for corner;

South 65° 54' 29" East, a distance of 211.95 feet to a point for corner;

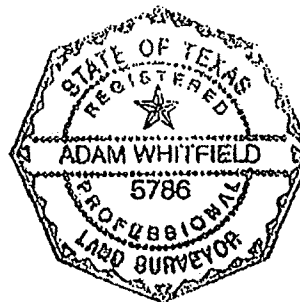
South 62° 20' 02" East, a distance of 209.36 feet to a point for corner;

South 60° 23' 53" East, a distance of 117.67 feet to a point for corner of the easterly line of said DISD tract and the westerly line of said Sel Sherman Drive tract and from which a 1/2 inch iron rod found at an angle point in the easterly line of said DISD tract bears North 00° 58' 04" West, a distance of 217.09 feet;

THENCE South 00° 58' 04" East, along the common line of said DISD and Sel Sherman Drive tracts, passing a 5/8 inch capped iron rod stamped "TNP" set at the intersection of the centerline of the herein described tract and said common line, continuing in all a total distance of 67.31 feet to the POINT OF BEGINNING and containing 5.193 acres of land, more or less.



Adam Whitfield
Texas Registered Professional Land Surveyor
Texas Registration No. 5786



01-16-13

Date: January 16, 2013

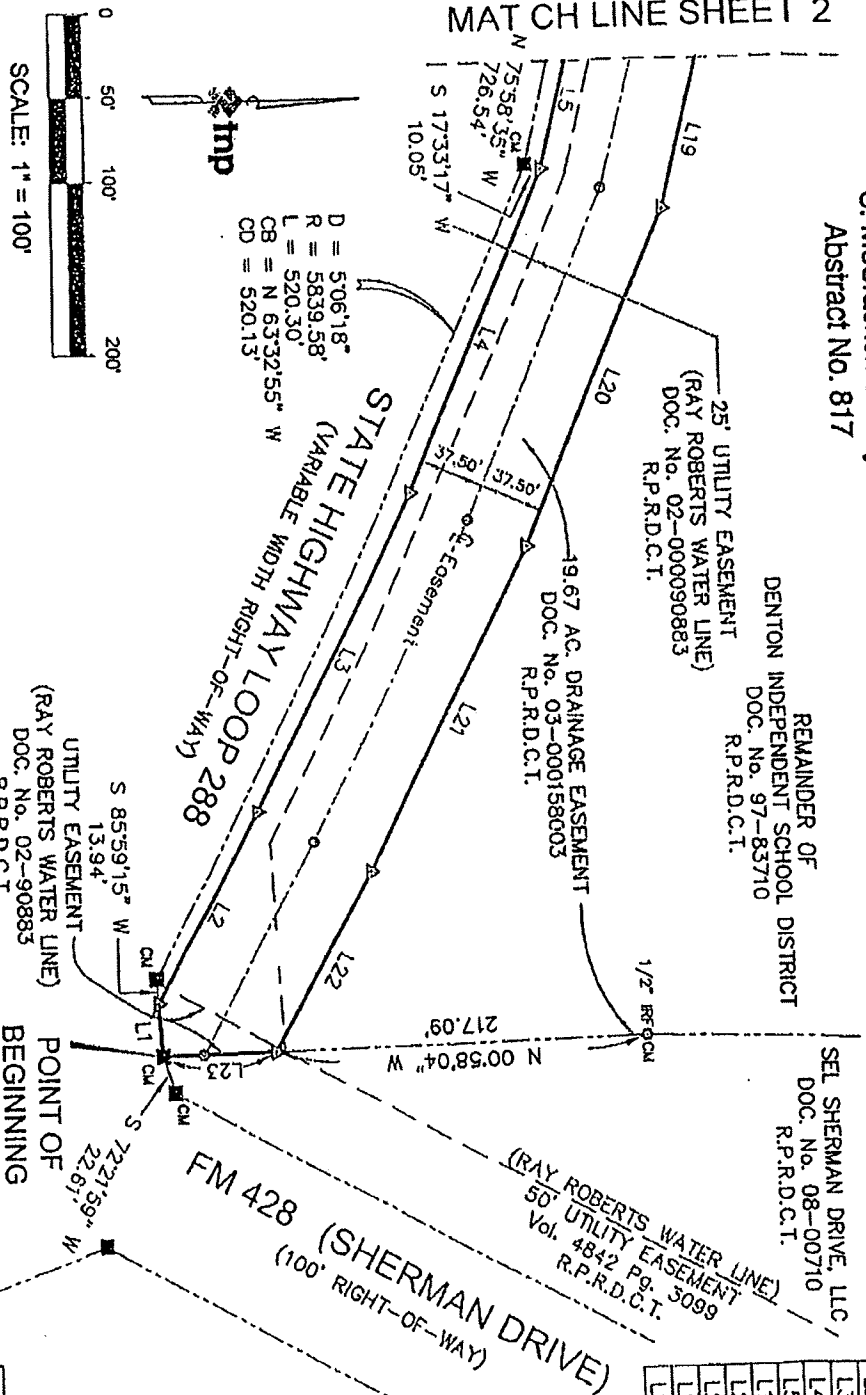
EXHIBIT "B"

S. McCracken Survey
Abstract No. 817

REMAINDER OF
DENTON INDEPENDENT SCHOOL DISTRICT
DOC. No. 97-83710
R.P.R.D.C.T.

SEL SHERMAN DRIVE, LLC
DOC. No. 08-00710
R.P.R.D.C.T.

MATCH LINE SHEET 2



D = 506'18"
R = 5839.58'
L = 520.30'
CB = N 63°32'55" W
CD = 520.13'

SCALE: 1" = 100'

SURVEYORS CERTIFICATION:

To the best of my knowledge, information, and belief, the plat hereon is a correct representation of the property as delineated by a survey made on the ground August 15, 2012, the lines and dimensions of said property being as indicated by the plat.

LINE	BEARING	DISTANCE
L1	S 85°59'15" W	30.79'
L2	N 60°23'53" W	125.00'
L3	N 62°20'02" W	205.75'
L4	N 65°54'29" W	203.36'
L5	N 75°26'38" W	533.86'
L19	S 75°26'38" E	542.13'
L20	S 65°54'29" E	211.95'
L21	S 62°20'02" E	209.36'
L22	S 60°23'53" E	117.67'
L23	S 00°58'04" E	67.31'

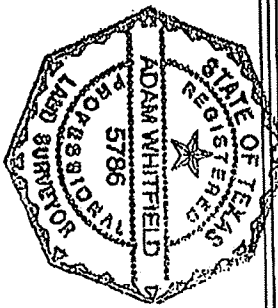
TONY A. RILEY
DOC. No. 93-0019780
R.P.R.D.C.T.

NOTES:
1. Bearings are based on the Texas State Plane Coordinate System, North Central Zone (NAD83), Units US Survey Feet

LEGEND

▲	CALCULATED POINT
■	CONC MONUMENT FD.
⊙	5/8" IRS STAMPED TWP
○	IRON ROD FOUND
□	CONTROL MONUMENT
—	CENTERLINE ELEC. SVLT.
---	ADJACENT PROPERTY LINE

Adam Whitfield, RPLS
Date: January 16, 2013



Teague Hall & Perkins
1517 Cahoon Plaza Drive
Denton, Texas 76205
940.382.4177 or 940.382.8026 fax
www.thpinc.com

SHEET 3 OF 6

JOB NO. SGE 12223

5.193 ACRES
Situated in the
S. McCracken Survey
Abstract No. 817
Denton County, Texas

S. McCracken Survey
Abstract No. 817

EXHIBIT "B"

NOTES:

1. Bearings are based on the Texas State Plane Coordinate System, North Central Zone (NAD83). Units US Survey Feet

16' PUBLIC UTILITY EASEMENT
DOC. No. 03-000158003
R.P.R.D.C.T.
CORRECTION DEED REPLACES
DOC. No. 02-000097027

REMAINDER OF
DENTON INDEPENDENT SCHOOL DISTRICT
DOC. No. 97-83710
R.P.R.D.C.T.

19.67 AC. DRAINAGE EASEMENT
DOC. No. 03-000158003
R.P.R.D.C.T.

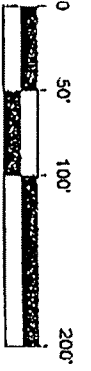
30' DRAINAGE EASEMENT
DOC. No. 02-000097029
R.P.R.D.C.T.

25' UTILITY EASEMENT
(RAY ROBERTS WATER LINE)
DOC. No. 02-000090883
R.P.R.D.C.T.

MATCH LINE SHEET 3

MATCH LINE SHEET 1

STATE HIGHWAY LOOP 288
(VARIABLE WIDTH RIGHT-OF-WAY)



SCALE: 1" = 100'

SURVEYORS CERTIFICATION:

To the best of my knowledge, information, and belief, the plat hereon is a correct representation of the property as determined by a survey made on the ground August 15, 2012, the lines and dimensions of said property being as indicated by the plat.

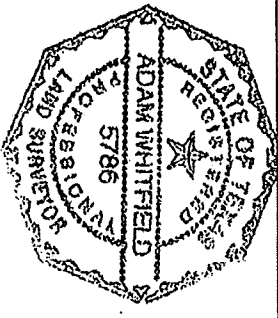
LINE	BEARING	DISTANCE
L4	N 65°54'29" W	203.36'
L5	N 75°26'38" W	533.86'
L6	N 78°31'05" W	351.87'
L18	S 78°31'05" E	354.90'
L19	S 75°26'38" E	542.13'
L20	S 65°54'29" E	211.95'

LEGEND
▲ CALCULATED POINT
■ CONC. MONUMENT FD.
○ 5/8" IRS STAMPED TWP
○ IRON ROD FOUND
— CENTERLINE ELEC. SMRT.
— ADJACENT PROPERTY LINE

CD = 520.13'
CB = N 63°32'55" W
L = 520.30'
R = 5839.58'
D = 5'06"18"

Adam Whitfield
Adam Whitfield, RPLS

01-16-13
Date: January 16, 2013



teague noll & perkins
1517 Cahoon Plaza Drive
Denton, Texas 76205
940.353.4177 or 940.353.0026 tx
www.tnpsurvey.com

SHEET 4 OF 6

JOB NO. SGE 12223

5.193 ACRES
Sited in the
S. McCracken Survey
Abstract No. 817
Denton County, Texas

EXHIBIT "B"

NOTES:

1. Bearings are based on the Texas State Plane Coordinate System, North Central Zone (NAD83), Units US Survey Feet

DRAINAGE EASEMENT
 DOC. No. 05-000057735
 R.P.R.D.C.T.
S. McCracken Survey
 Abstract No. 817

REMAINDER OF DENTON INDEPENDENT SCHOOL DISTRICT
 DOC. No. 97-83710
 R.P.R.D.C.T.

25' UTILITY EASEMENT (RAY ROBERTS WATER LINE)
 DOC. No. 02-000090883
 R.P.R.D.C.T.

19.67 AC. DRAINAGE EASEMENT
 DOC. No. 03-000158003
 R.P.R.D.C.T.

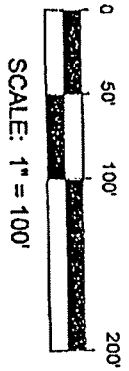
16' ELECTRIC EASEMENT
 DOC. No. 09-000129759
 R.P.R.D.C.T.

CONC. MONUMENT FD.
 D = 1019.29"
 R = 5839.58"
 L = 1052.29"
 CB = N 84°14'02" W
 CD = 1050.86"

STATE HIGHWAY LOOP 288
 (VARIABLE WIDTH RIGHT-OF-WAY)

MATCH LINE SHEET 4

MATCH LINE SHEET 2



LINE	BEARING	DISTANCE
L6	N 78°31'05" W	351.87'
L7	N 80°04'13" W	354.00'
L8	N 79°47'27" W	303.28'
L9	N 82°23'17" W	373.84'
L15	S 82°23'17" E	378.56'
L16	S 79°47'27" E	304.80'
L17	S 80°04'13" E	354.83'
L18	S 78°31'05" E	354.90'

LEGEND

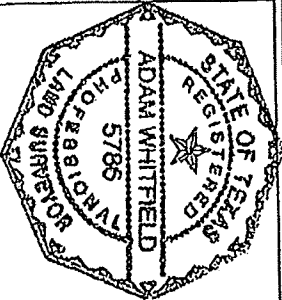
	CALCULATED POINT
	CONC. MONUMENT FD.
	5/8" IRS STAMPED TNP
	IRON ROD FOUND
	CONTROL MONUMENT
	CENTERLINE ELEC. ESM'T.
	ADJACENT PROPERTY LINE

SURVEYORS CERTIFICATION:

To the best of my knowledge, information, and belief, the plat hereon is a correct representation of the property as determined by a survey made on the ground August 15, 2012, the lines and dimensions of said property being as indicated by the plat.

Adam Whitfield
 Adam Whitfield, RPLS

01-16-13
 Date: January 16, 2013



teague hall & perkins

1317 Centex Place Drive
 Denton, Texas 76205
 940.354.4177 ph 940.323.8076 fx
 www.thpinc.com

SHEET 5 OF 6

JOB NO. SGE 12223

5.193 ACRES
 Situated in the
S. McCracken Survey
 Abstract No. 817
 Denton County, Texas

S. McCracken Survey
Abstract No. 817
EXHIBIT "B"

NOTES:
 1. Bearings are based on the Texas State Plane Coordinate System, North Central Zone (NAD83). Units US Survey Feet

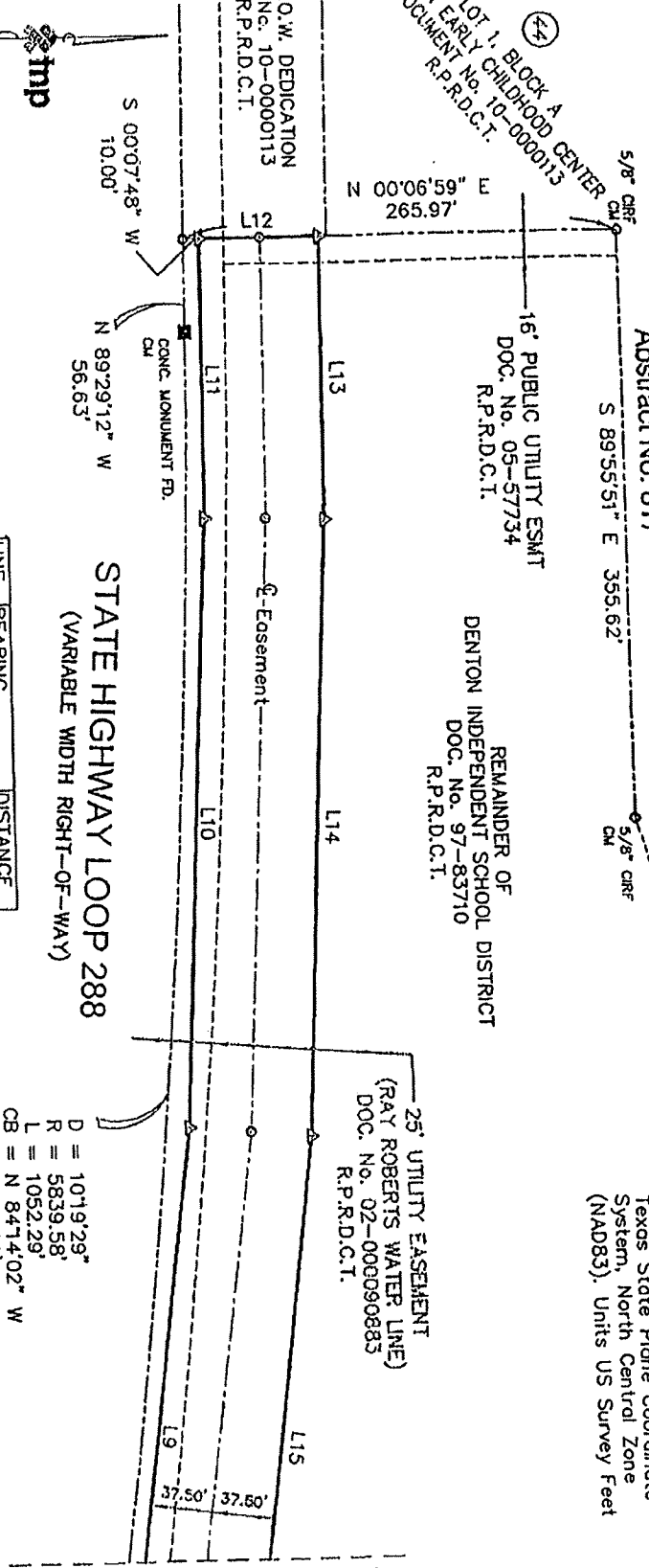
LOT 1, BLOCK A
 DENTON EARLY CHILDHOOD CENTER
 DOCUMENT No. 10-0000113
 R.P.R.D.C.T.

16' PUBLIC UTILITY ESMT
 DOC. No. 05-57734
 R.P.R.D.C.T.

REMAINDER OF
 DENTON INDEPENDENT SCHOOL DISTRICT
 DOC. No. 97-83710
 R.P.R.D.C.T.

25' UTILITY EASEMENT
 (RAY ROBERTS WATER LINE)
 DOC. No. 02-000090885
 R.P.R.D.C.T.

90' R.O.W. DEDICATION
 DOC. No. 10-0000113
 R.P.R.D.C.T.



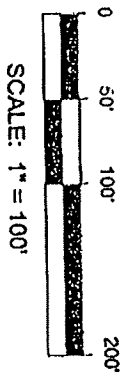
STATE HIGHWAY LOOP 288
 (VARIABLE WIDTH RIGHT-OF-WAY)

LINE	BEARING	DISTANCE
L9	N 82°23'17" W	373.84'
L10	N 86°59'37" W	367.81'
L11	N 89°29'12" W	168.67'
L12	N 00°07'48" E	75.00'
L13	S 89°29'12" E	170.81'
L14	S 86°59'37" E	372.46'
L15	S 82°23'17" E	378.56'

D = 1019'29"
 R = 5839.58'
 L = 1052.29"
 CB = N 84°14'02" W
 CD = 1050.86'

LEGEND

▲	CALCULATED POINT
■	CONG. MONUMENT FD.
⊙	5/8" IRS STAMPED TNP
○	IRON ROD FOUND
□	CENTERLINE ELEC. ESMT.
---	ADJACENT PROPERTY LINE

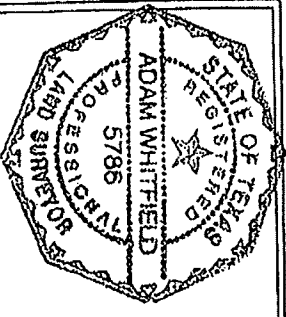


SURVEYORS CERTIFICATION:

To the best of my knowledge, information, and belief, the plat hereon is a correct representation of the property as determined by a survey made on the ground August 15, 2012, the lines and dimensions of said property being as indicated by the plat.

Adam Whitfield
 Adam Whitfield, RPLS

01-16-13
 Date: January 16, 2013



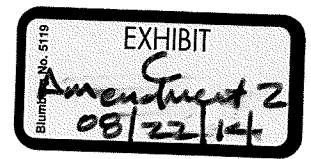
teague noll & perkins
 1517 Canton Plaza Drive
 Denton, Texas 76205
 940.383.4177 ph, 940.383.3026 fx
 www.tnpinc.com

SHEET 6 OF 6

JOB NO. SGE 12223

5.193 ACRES
 Situated in the
 S. McCracken Survey
 Abstract No. 817
 Denton County, Texas

MATCH LINE SHEET 3



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

ABANDONMENT AND RELEASE

**THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DENTON §**

WHEREAS, Denton Independent School District, a subdivision of the State of Texas (“Owner”), is the owner of certain lands located in the S. McCracken Survey, Abstract No. 817, Denton County, Texas (the “Property”);

WHEREAS, the Property is encumbered by (i) an easement, dated on or about August 26, 2003, from Denton Independent School District to the City of Denton, Texas, recorded as Document Number 158006, Real Property Records, Denton County, Texas; (the “Prior Easement”);

WHEREAS, pursuant to that certain Easement Purchase & Abandonment Agreement, dated on or about May ____, 2014, City of Denton Ordinance No. 2014-____, the Denton City Council authorized the City Manager, or his designee, to enter into this Abandonment and Release for the express purpose of partially releasing the Prior Easement, said partial release releasing the Prior Easement, INsofar AND ONLY INsofar as the Prior Easement covers and includes those lands described on Exhibit “A”, and depicted on Exhibit “B”, respectively, each attached hereto and made a part hereof (the “Abandonment Tract”);

WHEREAS, the Prior Easement, INSOFAR as said Prior Easement covers, encumbers or includes lands other than the Abandonment Tract, shall remain valid and subsisting, and in full force and effect in accordance with the terms thereto.

NOW, THEREFORE, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby stipulated, the City of Denton, Texas ("City") does by these presents, abandon and release unto Owner, its successors and assigns, all of its right, to the Prior Easement, INSOFAR AND ONLY INSOFAR as said Prior Easement cover or encumbers the Abandonment Tract. Notwithstanding anything to the contrary contained herein, the City hereby expressly saves, excepts, retains and reserves (i) any and all easements, rights and interests granted to, or owned or claimed by, the City, by, through or under the Prior Easement, insofar as said Prior Easement covers and encumbers any and all lands other than the Abandonment Tract; and (ii) any and all easements, rights of way and any other rights or interests, other than the Prior Easement, whether acquired, obtained, owned or claimed by the City or public, by through or under conveyance, dedication by plat or other express dedication, implied dedication, prescription, or by any other manner or means, in or to lands in which the Prior Easement may cover, encumber, include, cross or overlap.

Executed this ____ day of _____, 2014.

CITY OF DENTON, TEXAS

By: _____
GEORGE C. CAMPBELL,
CITY MANAGER

Date: _____, 2014

ATTEST:
JENNIFER WALTERS, CITY SECRETARY

BY: _____

Date: _____, 2014

APPROVED AS TO LEGAL FORM:
ANITA BURGESS, CITY ATTORNEY

BY: _____

Date: _____, 2014

ACKNOWLEDGMENT

STATE OF TEXAS)

COUNTY OF DENTON)

This instrument was acknowledged before me on the ____ day of _____, 2014 by
George C. Campbell, City Manager, City of Denton, Texas, on behalf of said City.

Notary Public, in and for the State of Texas
My Commission expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION
PROPOSED EASEMENT ABANDONMENT

BEING a 1.247 acre tract of land situated in the S. McCracken Survey, Abstract Number 817, City of Denton, Denton County, Texas, and being part of that tract of land described in a Deed to Denton Independent School District (DISD), as recorded in Document Number 97-83710 of the Real Property Records of Denton County, Texas, and also being part of a called 19.67 acre Public Drainage Easement, as recorded in Document Number 2003-000158006 of the Real Property Records of Denton County, Texas, and being more particularly described as follows:

COMMENCING at a P.K. Nail found for the Northeast corner of the above cited DISD tract, the Northeast corner of the above cited Public Drainage Easement and the Northwest corner of a tract of land described in a Deed to Sel Sherman Drive, LLC, as recorded in Document Number 2008-0710 of the Real Property Records of Denton County, Texas;

THENCE South 02° 10' 44" West along the Easterly line of said DISD tract and Public Drainage Easement, and the West line of said Sel Sherman Drive tract, for a distance of 310.35 feet to point for corner at the POINT OF BEGINNING for the herein described easement abandonment tract;

THENCE South 02° 10' 44" West continuing along the Easterly line of said DISD tract and Public Drainage Easement, and the West line of said Sel Sherman Drive tract, for a distance of 206.45 feet to a 1/2 inch iron rod found for corner at an angle point;

THENCE South 00° 58' 04" East continuing along the Easterly line of said DISD tract and Public Drainage Easement, and the West line of said Sel Sherman Drive tract, for a distance of 284.40 feet to a broken concrete monument found for corner in the Northerly line of State Highway Loop 288 (a variable width right-of-way), said point being the Southeast corner of said DISD tract and said Drainage Easement, and the Southwest corner of said Sel Sherman Drive tract, from which a broken concrete monument found for reference in the Westerly line of F.M. 428 (Sherman Drive, a 100' right-of-way), bears North 72° 21' 59" East a distance of 22.61 feet;

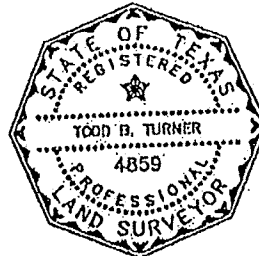
THENCE South 85° 59' 15" West along the Northerly line of said State Highway Loop 288, for a distance of 44.73 feet to a broken concrete monument found for corner at the beginning of a non-tangent curve to the left;

THENCE in a Northwesterly direction, continuing along the Northerly line of said State Highway Loop 288, and along said non-tangent curve to the left having a central angle of 01° 55' 54", a radius of 5839.58 feet, a chord bearing of North 61° 57' 43" West, a chord distance of 196.86 feet and an arc length of 196.86 feet to a point for corner, from which a broken concrete monument found for reference bears North 64° 30' 52" West, a chord distance of 323.39 feet and along said curve, an arc length of 323.44 feet;

THENCE North 28° 53' 25" East departing the Northerly line of said State Highway Loop 288, and across said DISD tract and Drainage Easement, for a distance of 458.29 feet to the POINT OF BEGINNING, and containing 1.247 acres of land, more or less.



Todd B. Turner, R.P.L.S.
March 21, 2014
Aug. 15, 2012 - Field
T.B.P.L.S. Firm No. 10011601



CURVE	DELTA	RADIUS	ARC LENGTH	CH BRG	CH DISTANCE
C1	03°10'24"	5839.58'	323.44'	N 64°30'52" W	323.39'

LINE	BEARING	DISTANCE
L1	S 85°59'15" W	44.73'
L2	S 86°58'15" E	200.04'

S. McCRACKEN SURVEY
ABSTRACT NO. 817

LOT 1, BLOCK A
 C. H. COLLINS ATHLETIC COMPLEX
 CABINET U, PAGE 583
 P.R.D.C.T.

LOT 2, BLOCK A
 C. H. COLLINS ATHLETIC COMPLEX
 CABINET V, PAGE 353
 P.R.D.C.T.

SEL SHERMAN DRIVE, LLC
 DOC. No. 2008-0710
 R.P.R.D.C.T.

EXISTING
 15' PUBLIC UTILITY EASEMENT
 DOC. No. 2002-000156203
 P.P.R.D.C.T.
 CORRECTION DEED
 REPLACES
 DOC. No. 2002-00087027

EXISTING NORTHERLY LINE
 19.67 AC. PUBLIC DRAINAGE EASEMENT
 DOC. No. 2003-000156003
 R.P.R.D.C.T.

EXISTING EAST LINE
 19.67 AC. PUBLIC DRAINAGE EASEMENT
 DOC. No. 2003-000156006
 R.P.R.D.C.T.

REMAINDER OF
 CALLED 19.67 AC.
 PUBLIC DRAINAGE EASEMENT
 DOC. No. 2003-000156005
 R.P.R.D.C.T.

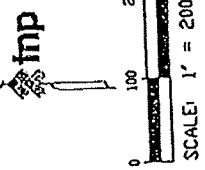
DENTON INDEPENDANT
 SCHOOL DISTRICT
 DOC. NO. 97-83710
 R.P.R.D.C.T.

LEGEND

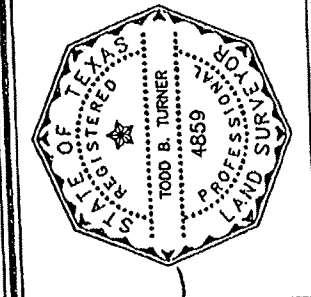
A	CALCULATED POINT
B	CONC. MONUMENT FESDIP-BOXER (CMF-B)
C	5/8" IRS STAMPED TIN
D	IRON ROD FOUND (RF)
E	CONTROL MONUMENT
F	PROPOSED ENST. BOUNDARY
G	EXISTING ENST. BOUNDARY
H	ADJACENT PROPERTY LINE
I	RIGHT-OF-WAY LINE

EXISTING
 25' UTILITY EASEMENT
 (RAY ROBERTS WATER LINE)
 DOC. No. 2002-00883
 R.P.R.D.C.T.

S.H. LOOP 288
 (VARIABLE WIDTH RIGHT-OF-WAY)



NOTE: Bearings are based on the Texas State Plane
 Coordinate System, North Central Zone (NAD83).



Todd B. Turner
 Todd B. Turner, R.P.L.S.
 Date: March 21, 2014
 Aug. 15, 2012 - Field
 Firm Reg. No. 10011601



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SHEET 2 OF 2

JOB NO. DME13222

1.247 ACRES
 PROPOSED
 EASEMENT ABANDONMENT
 BEING SITUATED IN THE
 S. McCRACKEN SURVEY
 ABSTRACT NO. 817
 CITY OF DENTON
 DENTON COUNTY, TEXAS