

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 OF EASEMENT

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

This ABANDONMENT OF EASEMENT (this "**Abandonment**") is made and entered into to be effective as of the ____ day of August, 2024 ("**Abandonment Effective Date**") by and among DENTON COUNTY SOIL AND WATER CONSERVATION DISTRICT #547 ("**Holder**"), and DENTON 1000 LAND, LP, a Texas limited partnership, ("**Denton Land**"). Denton Land and the Holder are sometimes individually referred to as a "Party" and collectively as the "Parties".

W I T N E S S E T H:

-
WHEREAS, Holder has certain rights over that certain Property (herein so called) described in **Exhibit A** attached hereto and incorporated herein by reference granted to Holder under that certain Easement (herein so called) dated July 14, 1978, and recorded on July 14, 1978, under Volume 900, Page 702 of the Deed Records of Denton County, Texas, with such original easement attached as **Exhibit B**; and

WHEREAS, the parties desire to execute this Abandonment to evidence and reflect the termination, waiver, relinquishment and abandonment of the Easement in its entirety on the Property described on **Exhibit A** attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Holder hereby expressly terminates, waives, relinquishes and abandons in favor of Denton Land and its successors and assigns any and all rights, title or interests (a) in and to the Easement, as well as any express or implied rights of ingress or egress over or across the Property for purposes of accessing the Easement, and (b) to utilize the Easement for any and all purposes and uses whatsoever subject to the limitations herein and the terms in the separate "CCN, Green Space, and Fee Agreement" (**Exhibit C**).
2. Each party represents, warrants and covenants that it is authorized to enter into this Abandonment and to perform its obligations hereunder, and each party shall, promptly upon the request of any other party, deliver to the requesting party all resolutions, certificates, documents and other evidence of such authority and to evidence and consummate the transactions as may be reasonably requested by the requesting party. Furthermore, Denton Land represents, warrants, and covenants that it has secured separate authorization, as may be required, from the Wise County Soil and Water Conservation District for release of its interests it has in the Easement or confirmation that they authorize Holder to be the party to execute this Agreement.
3. Holder hereby represents, warrants and covenants to Denton Land that as of the Abandonment Effective Date, Holder has not assigned, transferred, or conveyed to any third parties any interest in the Easement. Denton Land, in conducting a title search on the Easement, concluded:

(a) Holder to be the owner of the rights, title, and interests in and to the Easement, and (b) Holder is the only party entitled to use the Easement. Holder does not make these above representations itself and findings are based on title survey conducted by Denton Land.

4. In consideration of the Abandonment of the Easement, Denton Land, its successors, assigns, and/or designees shall comply with Federal, state and local code requirements as it pertains to stormwater runoff and wastewater treatment plant facilities. At the time of development, stormwater runoff will comply with the regulations of the local jurisdiction as well as any applicable state and federal requirements, including but not limited to those imposed by the Federal Emergency Management Agency ("FEMA") and the Texas Commission on Environmental Quality ("TCEQ"). If Denton Land constructs a wastewater treatment plant onsite in conjunction with Texas Pollutant Discharge Elimination System Permit Number WQ0016219001 (the "Permit"), Denton Land, its successors and assigns, will follow the requirements of the permit as may be amended and the regulations of TCEQ relative to the effluent discharged into the creek on the Property or any other receiving waters as identified by the Permit.
5. Denton Land agrees to designate the fully developed 100-year FEMA Floodplain as a common area and/or drainage easement to be owned and maintained by the homeowner's association for the Property per the separate "CCN, Green Space and Fee Agreement" (**Exhibit C**) signed by the Parties and the City of Sanger. This natural green space shall be maintained by Denton Land and/or its designees in accordance with the best practices for water quality. Denton Land shall retain all rights to improve this area for trails, amenities, roadways, stormwater detention ponds, sanitary sewer lines, water lines, drainage lines, and any other subsurface utility.
6. The attorneys' fees associated with the preparation and review of this Abandonment for the District and City of Sanger and associated agreements referenced herein shall be paid by Denton Land within thirty (30) calendar days of the Effective Date and Denton Land's receipt of an invoice and related backup (with privileged material redacted) detailing such charges therefore from the District and the City.
7. In preparation of this Abandonment, Denton Land will be obligated to pay any engineering related costs that it incurs with Denton Land's engineers. Any engineering costs incurred by the City of Sanger regarding the preparation of any feasibility studies for wastewater treatment on the Property and the obligation to pay such costs is addressed in a separate written agreement by and between Denton Land and the City of Sanger.
8. This Abandonment shall be governed by and construed in accordance with the laws of the State of Texas.
9. This Abandonment shall inure to the benefit of and be binding on the parties hereto and their respective heirs, legal representatives, successors, and assigns. No party shall assign its rights or obligations under this Abandonment without the prior written consent of the other parties hereto, which consent may not be unreasonably withheld.
10. This Abandonment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Any signature to this Abandonment delivered electronically shall be deemed original for all purposes.
11. Each of the parties hereby agrees to forward this Abandonment to Bellinger & Suberg, LLP, upon execution of this Abandonment, and the parties hereby authorize Bellinger & Suberg to record the Abandonment immediately upon receipt.

DENTON COUNTY SOIL AND WATER CONSERVATION DISTRICT #547

By: _____
Name: _____
Title: _____

[illegible]

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ of DENTON COUNTY SOIL AND WATER CONSERVATION DISTRICT #547, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of August, 2024.

Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO:

Bellinger & Suberg, L.L.P.
12221 Merit Drive, Suite 1750
Dallas, Texas 75251
Attention: Glen A. Bellinger

SEND TAX NOTICES TO:

Denton 1000 Land, LP
3625 Hall Street, Suite 700
Dallas, Texas 75219
Attention: Justin Bono

SEND COPY OF RECORDED ABANDONMENT TO:

Denton County Soil & Water Conservation District #547
525 S Loop 288, Ste C-1
Denton, TX 76205-4515

Exhibit A

EXHIBIT A

DESCRIPTION AND/OR DEPICTION OF THE PROPERTY

FIELD NOTE DESCRIPTION

1018.4296 ACRES

BEING a tract of land situated in the Y. Sanchez Survey, Abstract Number 1136 and the T. Toby Survey, Abstract Number 1287, Denton County, Texas and being all that tract of land conveyed to Eagle Farms, Inc. according to the document field of record in 2005-723315 and being a portion of that tract of land conveyed to John Porter Auto Sales, Inc. according to the document filed of record in Volume 667, Page 572 Real Property Records Denton County, Texas (R.P.R.D.C.T.), said tract of land being more particularly described as follows:

BEGINNING at a PK Nail set near the intersection of Miller Road and Hawkeye Road for the northeast corner of said Eagle Farms tract, same being common with the northwest corner of that tract of land conveyed to the Hanna Khraish Family Trust, according to the document filed of record in Instrument Number 2012-147817 (R.P.R.D.C.T.) and being the most northerly northeast corner of this tract;

THENCE South 0°48'00" West, leaving said intersection and with the common line of said Eagle Farms and Hanna Khraish tracts, along a fence, passing by a "T" fence intersection at a distance of 2628.6 feet, continuing in all a distance of 3030.04 feet to a metal pipe corner post found at the "T" intersection of fences, for the most northerly northwest corner of the above mentioned John Porter tract and being common with the southwest corner of said Hanna Khraish tract, for an interior "ell" corner of this tract;

THENCE South 89°12'17" East, leaving said common corner, along a fence, with the common line of said Porter and Khraish tracts, passing by a "T" fence intersection at a distance of 1578.8 feet, continuing in all a distance of 2642.81 feet to a wooden fence corner post found for a southerly corner of said Hanna Khraish tract, same being common with an interior "ell" corner of said Porter tract and this tract;

THENCE North 1°07'48" East, leaving said common corner, along a fence, with the common line of said tracts, a distance of 326.17 feet to a wooden fence corner post found for an interior "ell" corner of said Hanna Khraish tract, same being common with the most westerly northeast corner of said Porter tract and this tract;

THENCE South 89°10'37" East, leaving said common corner, with a portion of the south line of said Hanna Khraish tract, same being common with the north line of said Porter tract and this tract, a distance of 649.68 feet to a wooden fence corner post found for the northwest corner of that tract of land conveyed to Mark and Dione Mahan, according to the document filed of record in Instrument Number 2011-34060 Official Public Record Denton County, Texas (O.P.R.D.C.T.) same being common with the most easterly northeast corner of said Porter tract and this tract;

THENCE South 0°38'17" East, along a fence and with the east line of said Porter tract and this tract, same being common with the west line of said Mahan tract, the west line of Whitson Ranch, an addition to Denton County Texas according to the plat filed of record in Instrument Number 99-R0013801 (O.P.R.D.C.T.), the west lines of those tracts of land conveyed to Michael Ellis according to the documents filed of record in Instrument Number 2005-11653 and 2004-75244 (O.P.R.D.C.T.) and the west line of that tract of land conveyed to Deborah Ruth Jernigan, according to the document filed of record in Instrument Number 93-

R0036124 (O.P.R.D.C.T.) a distance of 2639.31 feet, passing the end of said fence by 1.3 feet, to a 5/8" iron rod with plastic cap stamped "KHA" set in the north line of that tract of land conveyed to Enderby Gas, Inc. according to the document filed of record in Instrument Number 2002-142529 (O.P.R.D.C.T.) for the southwest corner of said Jernigan tract and being common with an easterly corner of said Porter and this tract;

THENCE North 89°32'19" West, leaving said common corner, with said north line, a distance of 153.06 feet to a 1/2" iron rod found for the northwest corner of said Enderby Gas tract and being common with an interior easterly corner of said Porter tract and this tract, from which an "ell" fence corner bears North 89°32'19" West, 1.2 feet;

THENCE South 0°02'40" West, with east line of said Porter tract and this tract, same being common with the west line of said Enderby Gas tract, the west line of Lot 1, Block A, H&L Johnson Addition, an addition to Denton County, Texas according to the plat field of record in Instrument Number 2017-254, (O.P.R.D.C.T.), the west line of that tract of land conveyed to Donald Johnson, according to the document filed of record in Volume 912, Page 685 (R.P.R.D.C.T.) and the west line of that tract of land conveyed to Riley, Ronald Edmon, Inv. Trust & Milton W. Riley Inv. Trust, according to the document field of record in Instrument Number 2012-1444, (O.P.R.D.C.T.) a distance of 3918.20 feet to a 5/8" iron rod with plastic cap stamped "KHA" set in said common line for the northeast corner of that tract of land conveyed to Jefferey & Danya Pope, according to the document filed of record in Instrument Number 2013-89759 (O.P.R.D.C.T.) for the most easterly southeast corner of this tract;

THENCE South 87°02'21" West, with the north line of said Pope tract, same being common with the south line of this tract, a distance of 266.86 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for common corner of said Pope Tract and this tract;

THENCE North 71°47'01" West, continuing with said common line, a distance of 327.37 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for the northwest corner of said Pope tract, the most northerly northeast corner of that tract of land conveyed to Elizabeth & Jefferey Anderson according to the document filed of record in Instrument Number 2020-105704 (O.P.R.D.C.T.) and common corner of this tract;

THENCE North 71°23'45" West, with the north line of said Anderson tract, same being common with the south line of this tract, a distance of 136.60 feet to a 1/2" iron rod with plastic cap stamped "ALLIANCE" found for the most northerly northwest corner of said Anderson tract, the northeast corner of that tract of land conveyed to Daphine & Tobey Teague according to the document filed of record in Instrument Number 2012-105937 (O.P.R.D.C.T.) and common corner of this tract;

THENCE North 67°44'08" West, with the north line of said Teague tract, same being common with the south line of this tract, a distance of 553.58 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for a common corner of said tract;

THENCE North 67°34'19" West, a distance of 144.89 feet to a 5/8" iron rod with plastic cap stamped "KHA" set in said common line for a corner of this tract;

THENCE leaving said common line, over and across the above mentioned Porter tract the following three (3) courses and distances:

North 0°56'39" East, a distance of 878.89 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for an interior "ell" corner of this tract;

South 89°43'21" West, a distance of 1091.03 feet to a to a 5/8" iron rod with plastic cap stamped "KHA" set for an interior "ell" corner of this tract;

South 0°08'20" East, a distance of 756.22 feet to a to a 5/8" iron rod with plastic cap stamped "KHA" set in the north line of F.M. Highway 1173, same being common with the south line of the above mentioned Porter tract, for an exterior "ell" corner of this tract;

THENCE North 61°07'34" West, with said common line, same being common with the south line of this tract, along a fence, a distance of 3209.35 feet to a to a 5/8" iron rod with plastic cap stamped "KHA" set for a southwesterly corner said Porter tract and this tract;

THENCE North 35°06'03" West, with the common line of said Porter tract and this tract, a distance of 571.78 feet to a to a 5/8" iron rod with plastic cap stamped "KHA" set in the east line of that tract of land conveyed to Richard Hartin according to the document filed of record in Instrument Number 2006-56778 (O.P.R.D.C.T.) for a southwesterly corner said Porter tract and this tract;

THENCE North 0°25'09" West, with a portion of the east line of said Hartin tract, the east line of that tract of land conveyed to Triangle Trust according to the document filed of record in Volume 2434, Page 147 (R.P.R.D.C.T.), same being common with a west line of said Porter tract and this tract, a distance of 2366.65 feet to a wooden fence corner post found in the south line of the above mentioned Eagle Farms tract, at a point of intersection in a fence, for the northeast corner of said Triangle Trust tract, same being common with the northwest corner of said Porter tract, and being an interior "ell" corner of this tract;

THENCE North 89°11'46" West, with a north line of said Triangle Trust tract, same being common with a south line of said Eagle Farms tract and this tract, a distance of 1609.17 feet to a wooden fence corner post found for the southwest corner of said Eagle Farms tract and this tract and being a common interior "ell" corner of said Triangle trust tract;

THENCE North 1°36'47" West, with the east line of said Triangle Trust tract, same being the west line of said Eagle Farms tract and this tract, along a fence, a distance of 4449.10 feet to a 60-D Nail set in the above mentioned Hawkeye Road for the northwest corner of said Eagle Farms tract and this tract, from which a wooden fence corner post found on the south side of said road for reference to said corner bears South 1°36'47" East, 16.7 feet;

THENCE South 89°08'33" East, along said road, a distance of 4189.46 feet to the **POINT OF BEGINNING** and containing 1,018.4296 acres or 44,362,794 square feet of land, more or less.

Exhibit B

THE STATE OF TEXAS
COUNTY OF DENTON

DEED RECORDS

FOR AND IN CONSIDERATION of One Dollar (\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, John Porter Auto Sales, Incorporated

of Denton, Texas, (hereinafter called "Grantor"),
does hereby grant, bargain, sell, convey and release unto Denton-Wise Soil and Water Conservation District,
its successors and assigns, (hereinafter called "Grantee"), an easement in,
over and upon the following described land situated in the County of Denton, State of Texas, to-wit:

211.053 acres of land out of a 637.494 acre tract of land in the I. Sanchez Survey, A-1136, and the T. Toby Survey, A-1287 being the first tract of land described in a Warranty Deed from John W. Porter to John Porter Auto Sales Incorporated, dated February 16, 1972; recorded Volume 667, Page 572 Deed Records Denton County Texas. Said 211.053 acres of land is described in a metes and bounds survey marked "Exhibit A" attached to and made a part of this easement.

for the purposes of:

For or in connection with the construction, alteration, operation, maintenance and inspection of the following identified works of improvement to be located on or affecting the above described land; for the flowage of any waters in, over, upon or through such works of improvement; for the storage and temporary detention, either or both, of any waters that are impounded, stored or detained by such works of improvement; and for the diversion or flowage of any waters to, from, on, over, or upon the above described land that is caused by or results from construction of the works of improvement; such works of improvement being identified as:

Floodwater Retarding Structure No. 5A, and related works,
Hickory Creek Watershed

And, involving or affecting 211.053 acres, ~~approximately~~, of the above described land.

1. This easement includes the right of ingress and egress at any time over and upon the above described land and over adjoining lands of Grantor along useable access routes designated by Grantor.
2. There is reserved to the grantor, his heirs and assigns, the right and privilege to use the above described land of the Grantor at any time, in any manner and for any purpose not inconsistent with the full use and enjoyment by the Grantee, its successors and assigns, of the rights and privileges herein granted.
3. The rights and privileges herein granted are subject to all easements, rights-of-way, mineral reservations or other rights now outstanding in third parties.
4. The Grantee is responsible for operating and maintaining the above described works of improvement.
5. Only Grantee, its agents, representatives, or licensees shall have the right to control the level of water impounded by the above described works of improvement.
6. The Grantee shall have the right to construct fences with gates or gaps around the constructed works of improvement and such fences, gates, or gaps shall not be changed in any way without consent of the Grantee. Any livestock found within such fences, except as authorized in writing by the Grantee, may be ejected therefrom by the Grantee.
7. The works of improvement will be constructed primarily of native earthen materials including rock and rock fragments taken from construction excavation areas and from borrow areas near the site of construction. This easement shall include the right to use such construction materials on or under the land covered by this easement.
8. This easement (does) ~~does not~~ include the right of Grantee's construction agent to use, during initial construction or later alteration, repair or maintenance of the works of improvement, such portion of the above described land as needed for a construction supply and equipment operations and maintenance work site headquarters.
9. Special Provisions:

Permission is also granted to inundate a well and farm pond.

FILED
1978 JUL 14 PM 1:11
MARVINO HILL
COUNTY CLERK DENTON TEXAS
19584

TO HAVE AND TO HOLD the aforesaid easement in, over and upon the above described land of the Grantor, with all the rights, privileges and appurtenances thereto belonging or in anywise appertaining, unto the Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF the Grantor has executed this instrument on the 14th day of July, A. D. 1978

ATTEST:
Notary Secretary
Phyllis Spurlock

[Signature] (GRANTOR)
[Signature] (GRANTOR)

THE STATE OF Texas
COUNTY OF Denton

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared John W. Porter, Pres. and John Martin White Sales, Inc., his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS, the 14th day of July, A. D. 1978.

[Signature]
Notary Public in and for Denton County
State of Texas

SEAL
My Commission Expires May 31 1979

THE STATE OF _____
COUNTY OF _____

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____, known to me to be the person(s) whose name(s) _____ subscribed to the foregoing instrument, and acknowledged to me that _____ executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS, the _____ day of _____, A. D. 19____.

Notary Public in and for _____ County
State of _____

SEAL
My Commission Expires _____

THE STATE OF _____
COUNTY OF _____

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____, known to me to be the person(s) whose name(s) _____ subscribed to the foregoing instrument, and acknowledged to me that _____ executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS, the _____ day of _____, A. D. 19____.

Notary Public in and for _____ County
State of _____

SEAL
My Commission Expires _____

STATE OF TEXAS
No. _____
EASEMENT TO REAL ESTATE
FROM _____
TO _____
FILED FOR RECORD
This _____ day of _____, A. D. 19____, at _____ M. o'clock
County Clerk _____ Deputy _____
RECORDED _____, A. D. 19____
In _____ County Rec. _____
of _____ Book _____
Page _____
By _____ County Clerk _____ Deputy _____
This instrument should be filed immediately with the County Clerk for Record.

EXHIBIT A

VOL 900 PAGE 704

June 19, 1978

FIELD NOTES TO 211.053 ACRES IN THE I. SANCHEZ SURVEY, ABSTRACT 1136, AND THE T. TOBY SURVEY, ABSTRACT 1287, DENTON COUNTY, TEXAS

All that certain tract or parcel of land situated in the I. Sanchez Survey, Abstract 1136, and the T. Toby Survey, Abstract 1287, in Denton County, Texas and being part of a tract of land described in a deed from John W. Porter to John Porter Auto Sales on February 16, 1972, recorded in Volume 667, Page 572, Deed Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at the East Northeast corner of the I. Sanchez Survey, Abstract 1136, same being the Northwest corner of the B. J. Burton Survey, Abstract 61, a fence corner;

THENCE S. 1° 36' 41" W. with a fence 2501.91 feet to a stake;

THENCE S. 82° 31' 33" W. a distance of 851.4 feet to a stake;

THENCE N. 40° 23' 07" W. a distance of 2155.95 feet to a stake;

THENCE N. 57° 37' 13" E. a distance of 188.77 feet to a stake;

THENCE S. 57° 56' 44" E. a distance of 168.20 feet to a stake;

THENCE N. 26° 45' 51" E. a distance of 374.38 feet to a stake;

THENCE N. 14° 16' 38" W. a distance of 417.05 feet to a stake;

THENCE N. 7° 17' 14" W. a distance of 125.75 feet to a stake;

THENCE N. 15° 04' 19" W. a distance 179.40 feet to a stake in a fence on the most Southerly North boundary line of the I. Sanchez Survey, Abstract 1136 and the South boundary line of the T. Toby Survey, Abstract 1287;

THENCE N. 51° 32' 36" W. a distance of 103.50 feet to a stake;

THENCE N. 17° 28' 37" W. a distance of 228.12 feet to a stake;

THENCE N. 2° 20' 44" E. a distance of 228.96 feet to a stake;

THENCE N. 0° 17' 21" E. a distance of 174.37 feet to a stake;

THENCE N. 30° 44' 36" W. a distance of 249.26 feet to a stake;

THENCE N. 39° 53' 49" E. a distance of 94.6 feet to a stake;

THENCE N. 46° 35' 10" E. a distance of 261.35 feet to a stake;

THENCE N. 11° 14' 32" W. a distance of 498.83 feet to a stake;

THENCE N. 1° 10' 50" W. a distance of 419.84 feet to a stake;

THENCE N. 19° 55' 03" W. a distance of 147.53 feet to a stake;

THENCE N. 89° 23' 20" W. a distance of 133.12 feet to a stake;

THENCE N. 62° 28' 51" E. a distance of 112.0 feet to a stake;

THENCE N. 13° 26' 36" E. a distance of 77.60 feet to a stake in a fence on the North line of said Porter tract;

THENCE S. 87° 33' 50" E. with said fence 1301.47 feet to a stake;

THENCE S. 49° 21' 45" E. a distance of 109.6 feet to a stake;

THENCE N. 88° 24' 33" E. a distance of 81.40 feet to a stake;

THENCE N. 75° 45' 05" E. a distance of 215.33 feet to a stake in a fence on Porter's North line;

EXHIBIT A
Sheet 2 of 2

Field Notes to 211.053 acres in the I. Sanchez Survey, Abstract 1136, and the T. Toby Survey, Abstract 1287, Denton County, Texas

THENCE S. 89° 42' 38" E. with said fence 53.46 feet to a fence corner post;
THENCE N. 4° 56' 35" E. with said fence 24.14 feet to a stake;
THENCE N. 46° 48' 39" E. a distance of 202.51 feet to a stake;
THENCE N. 34° 34' 14" E. a distance of 188.98 feet to a stake in a fence on Porters most Northerly North boundary line;
THENCE S. 87° 32' 07" E. with said fence 152.07 feet to a stake;
THENCE S. 61° 24' 32" E. a distance of 134.97 feet to a stake;
THENCE S. 66° 14' 52" E. a distance of 148.27 feet to a stake in a fence on Porter's most Easterly East boundary line;
THENCE S. 0° 55' 17" W. with said fence 595.83 feet to a stake;
THENCE S. 82° 47' 32" W. a distance of 235.52 feet to a stake;
THENCE S. 56° 20' 40" W. a distance of 281.87 feet to a stake;
THENCE S. 29° 25' 25" W. a distance of 221.67 feet to a stake;
THENCE S. 14° 12' 37" W. a distance of 222.75 feet to a stake;
THENCE S. 12° 13' 04" E. a distance of 361.34 feet to a stake;
THENCE S. 44° 43' 02" E. a distance of 266.51 feet to a stake;
THENCE S. 48° 06' 56" E. a distance of 103.31 feet to a stake;
THENCE S. 3° 04' 21" W. a distance of 208.03 feet to a stake;
THENCE S. 18° 51' 47" E. a distance of 280.54 feet to a stake;
THENCE S. 5° 50' 20" E. a distance of 248.40 feet to the point of beginning and containing in all 211.053 acres of land.

L VOL 900 PAGE 705

FILED FOR RECORD 14th DAY OF July A.D. 1978, at 1:16 p.m.
RECORDED 17th DAY OF July A.D. 1978.
MARY JO HILL, COUNTY CLERK, DENTON COUNTY, TEXAS.
BY: *Olga Agency* DEPUTY.