

ORDINANCE NO. 25-_____

AN ORDINANCE OF THE CITY OF DENTON AUTHORIZING THE CITY MANAGER TO EXECUTE A SOLID WASTE SERVICES CONTRACT TO PROVIDE SOLID WASTE SERVICES TO LEGENDS RANCH MUNICIPAL UTILITY DISTRICT OF DENTON COUNTY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Legends Ranch Development, LLC (“Legends”) and the City previously entered into a Development Agreement, dated July 18, 2022 relating to the development of the Legends Ranch Municipal Utility District of Denton County (the “MUD”); and

WHEREAS, Legends assigned the Development Agreement to D.R. Horton – Texas, Ltd., a Texas limited partnership and Forestar (USA) Real Estate Group Inc., a Delaware corporation pursuant to an Assignment and Assumption of Development Agreement dated September 12, 2023; and

WHEREAS, the Development Agreement was amended and restated on August 23, 2024, and required the MUD to provide the City with offers it received for solid waste services and if the City provided a substantially similar offer, to select the City as the service provider within the MUD; and

WHEREAS, the City demonstrated its ability to provide a level of service better than the offers received by the MUD; and

WHEREAS, pursuant to Texas Health & Safety Code Chapter 363 including Sections 113, 114, 116, and 117, the City can provide solid waste services to residents and businesses outside its municipal boundaries but within its extraterritorial jurisdiction; and

WHEREAS, the MUD desires for the City to provide solid waste services to residents and commercial entities within the MUD boundaries; and

WHEREAS, subject to the terms and conditions of the contract attached hereto as Exhibit “A” and incorporated herein (the “Solid Waste Contract”) and pursuant to Section 54.203 of the Texas Water Code, the City will have the right to operate as the exclusive and sole provider of solid waste services within the boundaries of the MUD; and

WHEREAS, the City Council of the City of Denton hereby finds that the Solid Waste Contract as provided herein is in the public interest.

NOW THEREFORE, THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The recitations contained in the preamble of this Ordinance are found to be true and are incorporated herein by reference.

SECTION 2. The City Manager is hereby authorized to execute the Solid Waste Contract, attached hereto as Exhibit “A” and incorporated for all purposes, with Legends Ranch Municipal Utility District of Denton County concerning solid waste services.

SECTION 3. Minor adjustments to the attached Solid Waste Contract by the City Manager are authorized, such as filling in blanks and minor clarifications or corrections, and any modifications made by City Council in the approval of this Ordinance.

SECTION 4. The City’s Director of Solid Waste or their designee is hereby authorized to carry out all duties and obligations to be performed by the City under the Solid Waste Contract, unless otherwise reserved in the Solid Waste Contract for City Council approval.

SECTION 5. This Ordinance shall become effective immediately upon its passage and approval.

The motion to approve this Ordinance was made by _____ and seconded by _____. The Ordinance was passed and approved by the following vote [__ - __]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2025.

GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Christopher Mullins

EXHIBIT “A”

SOLID WASTE CONTRACT

STATE OF TEXAS

§

SOLID WASTE SERVICES CONTRACT

§

COUNTY OF DENTON

§

This Solid Waste Services Contract (this "Contract") is entered into this 14 day of October, 2025 (the "Effective Date") by and between the City of Denton, Texas, a Texas home-rule municipal corporation (the "City") and Legends Ranch Municipal Utility District of Denton County, a political subdivision of the State of Texas, with its principal address at 16000 N. Dallas Parkway, Suite 350, Dallas, Texas 75248 (the "MUD"). The City and the MUD may hereinafter be referred to individually as a "Party" or collectively as "Parties."

WHEREAS, the City has entered into a Development Agreement with the MUD for provision of certain services including Solid Waste Services, defined herein; and

WHEREAS, the City is the exclusive provider of garbage, recycling, yard waste, bulk, and home chemical collections, recycling, disposal, and diversion services (collectively, the "Solid Waste Services") for resident and commercial customers within its municipal boundaries; and

WHEREAS, pursuant to Texas Health & Safety Code Chapter 363 including Sections 113, 114, 116, and 117, the City can provide Solid Waste Services to residents and businesses outside its municipal boundaries but within its extraterritorial jurisdiction; and

WHEREAS, pursuant to TEX. ADMIN. CODE § 330.103(a), "Municipal solid waste (MSW) containing putrescibles shall be collected a minimum of once weekly to prevent propagation and attraction of vectors and the creation of public health nuisances. Collection should be made more frequently in circumstances where vector breeding or harborage potential is significant;" and

WHEREAS, the MUD seeks to identify a provider of Solid Waste Services for its residents, and

WHEREAS, the MUD desires for the City to provide Solid Waste Services to residents and commercial entities within the MUD boundaries at a similar level of services enjoyed by City residents and businesses; and

WHEREAS, the MUD therefore desires to grant to City the right to operate as the exclusive and sole provider of Solid Waste Services, subject to the terms of this Contract and pursuant to Section 54.203 of the Texas Water Code; and

WHEREAS, the Parties agree the terms contained in this Contract are fair, reasonable, and mutually beneficial; and

WHEREAS, the Parties agree this Contract creates valid, legal, and binding obligations enforceable against the MUD and the City, subject to applicable insolvency and bankruptcy laws; and

WHEREAS, the Interlocal Cooperation Act, contained in the Texas Government Code Chapter 791 authorizes units of local government to contract with one or more units of local government to perform governmental functions and services; and

WHEREAS, City and MUD individually have the authority to perform as set forth in this Contract and in accordance with Texas Government Code § 791.011(c); and

WHEREAS, the Parties have determined that this Contract is in the public interest.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained in this Contract, the Parties agree to the following terms and conditions:

1. Recitals Incorporated. The recitals stated above are incorporated in this Contract for all purposes and are found by the Parties to be true and correct.

2. Administration. This Contract shall be administered on behalf of the City by its Director of Solid Waste or the Director of Solid Waste's designee (hereinafter called the "Director"), and on behalf of the MUD by its Board of Directors.

3. Term and Termination. The initial term of this Contract shall be for a five (5) year period, beginning on the Effective Date (the "Initial Term"). After the expiration of the Initial Term, this Contract may be renewed for successive five (5) year periods (each a "Renewal Term") by notification from either Party to the other, in writing, not less than one hundred and twenty (120) days prior to the expiration of the Initial Term or the then current Renewal Term, of its intent to renew this Contract. Any such written notice of renewal shall be provided by certified or registered mail, return receipt requested. The City may terminate this Contract, with or without cause, subject to the terms of this Section 3. The City will provide the MUD written notice of termination at least ninety (90) days prior to the termination date. Written notice of termination shall comply with the notice provisions of Section 14 contained herein.

4. Service Area. The Parties agree that the Contract shall apply the area of land within the boundaries of the District, as depicted and described in Exhibit "A", which is attached hereto and incorporated by reference for all purposes.

5. The Provision of Acceptable Solid Waste Services by the City. The Parties agree the City shall be the sole and exclusive provider of Solid Waste Services to the MUD and to residents and commercial entities within the MUD. The City agrees to provide such Solid Waste Services to residents and commercial entities within the MUD at a similar level of service provided to customers within the City's corporate limits, and to accept MUD residents and commercial entities, including multi-family units, as solid waste customers within its existing municipal service area, as outlined in the Code of the City of Denton, Texas, Chapter 24 and its annual Rate Ordinance, each as amended. The Solid Waste Services shall include:

- a. Residential Service:
 - i. Weekly garbage/trash collection

- ii. Weekly recycling collection
 - iii. Weekly yard waste collection
 - iv. Weekly bulk collection (up to two (2) items)
 - v. Access to Home Chemical Collection Program, Drop-off Service only
- b. Commercial Service (including service to multi-family developments):
- i. Weekly garbage/trash collection
 - ii. Weekly recycling collection
 - iii. Weekly yard waste collection
 - iv. Other commercial services as outlined in the Denton Development Code and Site Plan Criteria Manual.

The MUD will enforce the exclusivity of this contract under civil law, at the sole discretion of its Board of Directors, and will grant City the ability to sue individuals or businesses who act in conflict with the exclusivity provided by this Contract.

6. Unacceptable Waste.

- a. The City will only accept Municipal solid waste, as defined in TEX. HEALTH & SAFETY CODE § 363.004(9), collected from residents and commercial entities within the MUD.
- b. Notwithstanding Section 6.a., the City will not accept sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility.
- c. The City will not accept Hazardous waste, as defined in TEX. HEALTH & SAFETY CODE § 363.004(6), or Industrial solid waste, as defined in TEX. HEALTH & SAFETY CODE § 363.004(7).
- d. The City will not accept waste that is not authorized for disposal at the City's landfill pursuant to Permit No. MSW-1590B and/or that would violate any applicable laws or regulations of the United States or the State of Texas.

7. Initial Set-Up Fee; Monthly Rates; Payment; Billing; Conditions of Service. In consideration of the City's performance of Solid Waste Services, the MUD **SHALL** require all residents of the MUD to contract with the City for Solid Waste Services.

- a. MUD residents and commercial entities shall directly contact the City of Denton Customer Service Department to establish either residential or commercial solid waste accounts. MUD customers will pay a one-time fee of fifty dollars (\$50.00) for residential customers and five hundred (\$500.00) for commercial customers each time a new account is created. MUD customers will also pay (1) a three dollar (\$3.00) per month fee for capital expenses and (2) a monthly service fee for services outside of the City limits, as delineated and annually adjusted in the City's rate ordinance (the "Service Fee"). The Service Fee is subject to increase by the Denton City Council.

- b. Customers within the MUD shall make payments to the City in a manner consistent with the City's utility account terms and conditions and the City's rate ordinance currently in effect. The City shall bill customers within the MUD on a monthly basis in conjunction with the City's bills for retail water and wastewater, in a manner consistent with the City's billing of customers within its corporate limits.
 - c. Service to the MUD and all customers within the MUD is conditioned on their compliance with the service terms, conditions, and related regulations stated in the Code of the City of Denton Texas, the Denton Development Code, the City of Denton Design Criteria Manual, and the City's Standard Specifications, each as amended.
8. **Ownership of Waste.** Title to acceptable waste, garbage, refuse, recyclable material, and dead animals shall pass to the City when placed in the City's collection vehicle. Title to waste that is unacceptable under Section 6 of this Contract shall not pass to the City and shall remain with the generator.
9. **Notifications to Residents.** The City shall provide notice to all residents within the MUD of any service alerts, including, but not limited to, holiday service schedule changes or route changes, in the same manner in which the City provides such notices to customers within its corporate limits.
10. **Force Majeure.** In no event shall the City be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes; pandemics; work stoppages; accidents, acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes; acts of God; or interruptions, loss, or malfunctions of utilities, communications, or computer (software and hardware) services. The City shall use reasonable efforts that are consistent with accepted practices to resume performance as soon as practicable under the circumstances.
11. **Assignability.** Neither Party may sell, assign, transfer, or convey this Contract, in whole or in part.
12. **Amendments.** This contract may not be amended or modified in any way without the written consent and agreement of both Parties.
13. **Indemnity.** TO THE EXTENT ALLOWED BY LAW, THE MUD AGREES TO DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS, FINES, PENALTIES, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, VIOLATIONS OF STATE OR FEDERAL ENVIRONMENTAL LAWS OR REGULATIONS, OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY THE MUD'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, OR BY ANY NEGLIGENT, WRONGFUL, OR STRICTLY LIABLE ACT OR OMISSION OF THE MUD, ITS OFFICERS, AGENTS, EMPLOYEES, OR CONTRACTORS, IN THE PERFORMANCE OF THIS CONTRACT; EXCEPT THAT THE INDEMNITY

PROVIDED FOR IN THIS SECTION SHALL NOT APPLY TO ANY LIABILITY RESULTING SOLELY FROM THE NEGLIGENCE, WRONGFUL ACT, OR FAULT OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE MUD AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS SECTION ARE SOLELY FOR THE BENEFIT OF THE PARTIES TO THIS CONTRACT AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. NOTHING IN THIS PROVISION REQUIRES THAT FUNDS BE ASSESSED OR COLLECTED OR THAT A SINKING FUND BE CREATED.

14. Notice. Unless otherwise specified all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and mailed to the addresses appearing below, but each party may change its address by providing ten (10)-days' advance written notice in accordance with this Section. Mailed notices shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices mailed by other means shall be deemed delivered upon receipt by the addressee.

If intended for the City, to:

Director of Solid Waste
City of Denton
Solid Waste and Recycling Department
1527 S. Mayhill Rd.
Denton, TX 76208

If intended for the MUD, to:

Legends Ranch Municipal Utility District of Denton County
c/o Coats Rose, P.C.
16000 N. Dallas Parkway, Suite 350
Dallas, Texas 75248
Attn: Mindy L. Koehne

15. Venue. The obligations of the Parties to this Contract shall be performable in Denton County, Texas, and if legal action is necessary in connection with or to enforce rights under this Contract, exclusive venue shall lie in Denton County, Texas.

16. Severability. In the event that any provision or portion of this Contract shall be found to be illegal, invalid, or unenforceable, then such provision or portion shall be amended by the Parties in compliance with applicable law. The illegality, invalidity or unenforceability of any provision or portion of this Contract shall not affect in anyway the legality, validity or enforceability of any other provision or portion of this Contract.

17. Governing Law. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state.

18. Legal Construction. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Contract, and this Contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Contract. The Parties agree that they have equally participated in the drafting of this Contract with the assistance of legal counsel, and that neither Party shall receive any benefit of interpretation of its terms on the basis of relative contribution to the drafting process.

19. Successors and Assigns. This Contract shall be binding upon and inure to the benefit of the Parties and their respective successors and, except as otherwise provided in this Contract, their assigns.

20. Entire Contract; No Oral Modifications. This Contract (with all referenced Exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement of both Parties, superseding all oral or written previous and contemporary agreements between the Parties relating to matters set forth in this Contract. Except as otherwise provided elsewhere in this Contract, this Contract cannot be modified without written supplemental agreement executed by both Parties.

21. Default. No Party shall be in default under this Contract until notice of the alleged failure of such Party to perform has been given in writing (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time shall be determined by the Party alleging default based on the nature of the alleged failure, but in no event shall be no more than thirty (30) days after receipt by the defaulting Party of the notice of alleged default). Notwithstanding the foregoing, no Party shall be in default under this Contract if, within the applicable cure period, the Party to whom notice of default was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured, and within such cure period, provides written notice to the non-defaulting Party of the details of why such cure will take longer than thirty (30) days and a statement of how many days are needed to cure.

22. Remedies; Immunity.

- a. Each Party's right in the future to demand strict compliance and performance under this Contract is not diminished because, whether through decision or oversight, that Party has not enforced this Contract, or a provision of this Contract, or has not enforced breach or nonperformance in the past, whether periodically or for long duration. Also, a Party's right in the future to demand strict compliance and performance with this Contract is not diminished because, whether through decision or oversight, the other Party has not enforced the same or a similar provision of this Contract or does not enforce the same or a similar breach or nonperformance, whether periodically or for long duration. To the

extent a right or benefit in this Contract is expressly waived by a Party, such waiver will not be applied other than strictly in accordance with the conditions expressed in such express waiver and will not be implied to be continuing in nature.

- b. If a Party is found to be in default, after the applicable cure period has elapsed, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Contract, seek any relief available at law or in equity, including, but not limited to, actions for specific performance or termination of this Contract.
- c. Neither City or the MUD waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available against claims made or arising from any act or omission resulting from the Contract.

23. Current Revenues. The Parties will make all payments due under this Contract out of available current revenues.

24. Independent Contractor. The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The City's services shall be those of an independent contractor. The City agrees and understands that the Contract does not grant any rights or privileges established for employees of the MUD for the purposes of income tax, withholding, social security taxes, vacation or sick leave benefits, worker's compensation, or any other City employee benefit. The MUD shall not have supervision and control of the City or any employee of the City, and it is expressly understood that City shall perform the services hereunder according to this Contract.

25. Non-Appropriation. Notwithstanding any provisions contained herein, the obligations of the City under this Contract are expressly contingent upon the availability of funding for each item and obligation contained herein. The MUD shall not have a right of action against the City, in the event the City is unable to fulfill its obligations under this Contract as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Contract or failure to budget or authorize funding for this Contract during the current or future fiscal years. If the City is unable to fulfill its obligations under this Contract as a result of lack of sufficient funding, or if funds become unavailable, the City, at its sole discretion, may provide funds from a separate source or may terminate this Contract by written notice at the earliest possible time prior to the end of its fiscal year.

26. Captions. The captions of the various sections and paragraphs herein are intended for convenience or reference only and shall not define or limit any of the terms or provisions hereof.

27. Counterparts. This Contract may be executed in multiple counterparts, which, when taken together, shall be deemed one original.

28. Survival. Notwithstanding any provision of this Contract to the contrary and without limitation of any other provisions of this Contract that specify survival of rights and obligations, all rights and obligations of the Parties under this Contract which by their nature are intended to survive shall survive.

29. Signature Authority. Both Parties represent and warrant to the other Party that its signatory to this Contract has corporate or organizational authority to execute and perform this Contract on behalf of the given Party.

(EXECUTION PAGES FOLLOW)

Executed this the ____ day of _____, 20__ by the City, signing by and through its City Manager, duly authorized to execute same by Ordinance _____.

Approved on _____, 20__.

CITY OF DENTON, TEXAS

BY: _____
SARA HENSLEY, CITY MANAGER

ATTEST:

BY: _____
LAUREN THODEN, CITY SECRETARY

APPROVED AS TO LEGAL FORM:

BY: Christopher Mullins
MACK REINWAND, CITY ATTORNEY

THIS CONTRACT HAS BEEN BOTH REVIEWED AND APPROVED as to financial and operational obligations and business terms. <u></u> Signature <u>Director of Solid Waste</u> Title <u>Solid Waste</u> Department Date Signed: <u>9/29/2025</u>

LEGENDS RANCH MUNICIPAL UTILITY DISTRICT OF DENTON COUNTY

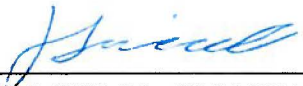
BY:



RYAN CLARK, PRESIDENT

ATTEST:

BY:



JAMES SEIDEL, SECRETARY

EXHIBIT "A"

Boundary Description and Map of the District

BEING a tract of land located in the Thomas J. Egan Survey, Abstract No. 406, the M.E.P & P. RR. Co. Survey, Abstract No. 1470, the George Orr Survey, Abstract No. 985, the William Davis Survey, Abstract No. 374, and the Thomas Polk Survey, Abstract No. 998, City of Denton Extraterritorial Jurisdiction (E.T.J.), Denton County, Texas, part of a called 565.364 acre tract described in the deed to Legends Ranch Development, LLC, recorded in Instrument No. 2019-146384 of the Official Records of Denton County, Texas (O.R.D.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found on the westerly right-of-way line of Thomas J. Egan Road (formerly Longhorn Drive), a 22.5 foot wide right-of-way dedication, according to the plat of Golden Hoof Ranchettes, an addition to Denton County, recorded in Volume 4, Page 8 of the Plat Records of Denton County, Texas (P.R.D.C.T.), at the northeast corner of a 10-foot wide right-of-way dedication according to the plat of Lot 1R1 and 1R2 of Golden Hoof Ranchettes, an addition to Denton County, recorded in Document No. 2015-319 P.R.D.C.T., for a northerly southeast corner of said 565.364 acre tract and an easterly southeast corner hereof;

THENCE North 83°08'15" West, with a northerly south line of said 565.364 acre tract, and the north line of said 10-foot right-of-way dedication, the north line of Lot 1R1 of said Lot 1R1 and 1R2 of Golden Hoof Ranchettes, and the north line of Lot 6, Block A of said Golden Hoof Ranchettes, a distance of 960.54 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set in the easterly right-of-way line of Golden Hoof Drive, a 60-foot right-of-way as dedicated according to the plat of said Golden Hoof Ranchettes, for the northwest corner of said Lot 6, an interior corner of said 565.364 acre tract, and an interior corner hereof;

THENCE South 00°26'45" West, with the easterly right-of-way line of said Golden Hoof Drive, the west line of said Lot 6, and an east line of said 565.364 acre tract, a distance of 417.42 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the left with a radius of 367.50 feet, a central angle of 05°53'02", and a chord bearing and distance of South 02°29'46" East, 37.72 feet;

THENCE in a southeasterly direction, departing the easterly right-of-way line of said Golden Hoof Drive, the west line of said Lot 6, and east line of said 565.364 acre tract, and crossing said Lot 6, with said tangent curve to the left, an arc distance of 37.74 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

THENCE continuing across said Lot 6 and crossing said 565.364 acre tract the following courses and distances:

South 05°26'18" East, a distance of 100.54 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the right with a radius of 432.50 feet, a central angle of 12°11'09", and a chord bearing and distance of South 00°39'17" West, 91.81 feet,

In a southwesterly direction, with said curve to the right, an arc distance of 91.98 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set at the end of said curve,

South 6°44'51" West, a distance of 36.02 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner,

South 38°15'09" East, a distance of 28.28 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set on the northerly right-of-way line of U.S. Highway 380, for a southeast corner hereof;

THENCE North 83°15'09" West, along the northerly right-of-way line of said U.S. Highway 380, with the easterly south line of said 565.364 acre tract, a distance of 105.00 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for the easterly southwest corner hereof;

THENCE departing the northerly right-of-way line of said U.S. Highway 380, across said 565.364 acre tract, the following courses and distances:

North 51°44'51" East, a distance of 28.28 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner,

North 06°44'51" East, a distance of 36.02 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the left with a radius of 367.50 feet, a central angle of 12°11'09", and a chord bearing and distance of North 00°39'17" East, 78.01 feet,

In a northeasterly direction, with said curve to the left, an arc distance of 78.16 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set at the end of said curve,

North 05°26'18" West, a distance of 100.54 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the right with a radius of 432.50 feet, a central angle of 05°53'02", and a chord bearing and distance of North 02°29'46" West, 44.40 feet,

In a northwesterly direction, with said curve to the right, an arc distance of 44.42 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set at the end of said curve,

North 00°26'45" East, a distance of 142.98 feet to a point for an interior corner hereof,

North 83°20'39" West, a distance of 2,563.89 feet to a point for an interior corner hereof,

North 00°26'45" East, a distance of 142.98 feet to a point for corner;

North 83°20'39" West, a distance of 2,563.89 feet to a point for corner;

North 06°44'51" East, a distance of 11.36 feet to a point for corner;

North 83°15'11" West, a distance of 146.29 feet to a point for corner;

North 75°12'40" West, a distance of 345.75 feet to a point for corner;

North 52°43'28" West, a distance of 459.57 feet to a point for corner;

North 83°15'11" West, a distance of 332.29 feet to a point for corner;

South 06°44'49" West, a distance of 548.83 feet to a point for corner;

North 83°15'09" West, a distance of 42.46 feet to a point for corner;

South 06°44'49" West, a distance of 181.00 feet to a point a point on the northerly right-of-way line of said U.S. Highway 380, a southerly line of said 565.364 acre tract, for the westerly southeast corner hereof;

THENCE along the northerly right-of-way lines of said U.S. Highway 380, with southerly lines of said 565.364 acre tract, the following course and distance:

North 83°15'09" West, a distance of 1,022.88 feet to an aluminum TxDOT right-of-way monument found for the southeast corner of a called 30.470 acre tract of land described in the deed to Larry L. Bailey and spouse, Patricia L. Bailey, recorded in Volume 5409, Page 4755 of the Deed Records of Denton County, Texas (D.R.D.C.T.), the southerly southwest corner of said 565.364 acre tract, and the southwesterly southwest corner hereof;

THENCE North 00°11'25" East, with the east line of said 30.470 acre tract and the southerly west line of said 565.364 acre tract, a distance of 1022.88 feet to a 2-inch pipe found in the south line of a called 43.92 acre tract described in the deed to Jan K. Bradley, recorded in Instrument No. 93-R0091889 O.R.D.C.T., for the northeast corner of said 30.470 acre tract, the southerly northwest corner of said 565.364 acre tract, and the southerly northwest corner hereof;

THENCE North 89°27'40" East, with the south line of said 43.92 acre tract and a southerly north line of said 565.364 acre tract, a distance of 1075.88 feet to a point on the approximate centerline of a creek, for the southeast corner of said 43.92 acre tract, an interior corner of said 565.364 acre tract and an interior corner hereof;

THENCE along the centerline of said creek, with easterly lines of said 43.92 acre tract, and westerly lines of said 565.364 acre tract, the following courses and distances:

North 54°19'43" West, a distance of 225.34 feet to a point for corner;

North 69°29'24" West, a distance of 449.26 feet to a point for corner;

North 17°39'04" West, a distance of 543.10 feet to a point for the northeast corner of said 43.92 acre tract, an interior corner of said 565.364 acre tract, and an interior corner hereof;

THENCE North 89°48'46" West, with the north line of said 43.92 acre tract and a northwesterly south line of said 565.364 acre tract, a distance of 2092.38 feet to a point within the margins of Nail Road, in the east line of a called 30.297 acre tract of land described in the deed to Brockland Properties, LLC, recorded in Instrument No. 2017-78184 O.R.D.C.T., for the northwest corner of said 43.92 acre tract, the northerly southwest corner of said 565.364 acre tract, and the northwesterly southwest corner hereof; a 1/2-inch iron rod found for reference on the east margin of said Nail Road bears South 89°48'46" East 18.00 feet from said point for corner;

THENCE North 00°13'42" East, within the margins of said Nail Road, with the east line of said 30.297 acre tract and the westernmost west line of said 565.364 acre tract, a distance of 631.58 feet to a 1/2-inch rod found in the southeasterly right-of-way line of Burlington Northern Railroad, on the northwest margin of said Nail Road, for the north corner of said 30.297 acre tract, a northwest corner of said 565.364 acre tract, and a northwest corner hereof;

THENCE North 28°40'26" East, with the southeast right-of-way line of said Burlington Northern Railroad, along the northwest margin of said Nail Road, with the Northwest line of said 565.364 acre tract, a distance of 1,355.15 feet to a point within the margins of Jackson Road, for the westerly northwest corner of said 565.364 acre tract and the westerly northwest corner hereof;

THENCE North 89°32'55" East, within the margins of said Jackson Road, with the westerly north line of said 565.364 acre tract, the south line of a called 5.241 acre tract of land described in the deed to 2018 Stone Family Trust recorded in Instrument No. 2018-105715 O.R.D.C.T., and the southerly south line of said a called 298.204 acre tract of land described in the deed to McCart St, LLC, recorded in Instrument No. 2018-5215 O.R.D.C.T., a distance of 1746.66 feet to a 1/2-inch iron rod found for the southerly southeast corner of said 298.204 acre tract, an interior corner of said 565.364 acre tract and an interior corner hereof;

THENCE North 00°57'04" East, continuing within the margins of said Jackson Road, with the southwesterly east line of said 298.204 acre tract, a northerly west line of said 565.364 acre tract, a distance of 138.90 feet to a 1/2-inch iron rod found for the southwest corner of a called 10.00 acre tract described in the deed to Russell Mark Sales and wife, Shelly Ann Sales, recorded in Instrument No. 93-R0030700 O.R.D.C.T., the northernmost northwest corner of said 565.364 acre tract and the northernmost northwest corner hereof;

THENCE North 89°14'20" East, continuing within the margins of said Jackson Road, with the south line of said 10.000 acre Sales tract, the south line of a called 10.00 acre tract of land described in the deed to

Jimmy Lee Grozier recorded in Instrument No. 96-R0082430 O.R.D.C.T., and a north line of said 565.364 acre tract, a distance of 2597.71 feet to a 1/2-inch iron rod found for the southwest corner of a called 134 acre tract described in the deed to James T. Addington and wife, Carol L. Addington, recorded in Volume 611, Page 296 D.R.D.C.T., at an angle point in said north line of called 565.364 acre tract and an angle point in a north line hereof;

THENCE North 87°52'07" East, continuing within the margins of said Jackson Road, with a north line of said 565.364 acre tract, the south line of said 134 acre tract, the south line of Lot 1, Block A of Connolly Addition, an addition to Denton County, as shown on the plat recorded in Document No. 2017-51 P.R.D.C.T., and the south line of a called 10.035 acre tract described in the deed to Ira Sam Houston and wife, Helen Marie Houston, recorded in Volume 1239, Page 617 D.R.D.C.T., a distance of 2285.65 feet to a 1/2-inch iron rod found for the northwest corner of the right-of-way dedication at the intersection of Jackson Road and Thomas J. Egan Road according to the plat of Bent Rails Addition, an addition to the City of Denton E.T.J., recorded as Document No. 2020-57 P.R.D.C.T., the northeast corner of said 565.364 acre tract and the northeast corner hereof;

THENCE South 00°15'52" West, within the margins of said Thomas J. Egan Road, with the northerly east line of said 565.364 acre tract, the west line of the 32.5-foot right-of-way dedication for Thomas J. Egan Road according to the plat of said Bent Rails Addition, the west line of a called 5.134 acre tract of land described in the deed to Cesar Gonzalez Pegueros and wife, Gricelda Tovar-Galvan Gonzalez, recorded in Instrument No. 2013-62297 O.R.D.C.T., the west line of a called 175 acre tract of land described in the deed to Claude H. Smith recorded in Volume 362, Page 341 D.R.D.C.T., the west line of a variable width right-of-way dedication for Thomas J. Egan Road according to the plat of Moreno Addition, an addition to the City of Denton E.T.J., recorded in Document No. 2020-36 P.R.D.C.T., the west line of a called 30 acre tract described in the deed to Vickie Murdock recorded in Instrument No. 2004-80900 O.R.D.C.T., and the westerly west line of a called 5.000 acre tract described in the deed to Brandon Murdock recorded in Instrument No. 2017-55842 O.R.D.C.T., a distance of 3028.84 feet to a PK nail found at the northeast corner of the right-of-way dedication at the intersection of Tenderfoot Trail and said Thomas J. Egan Road (formerly Longhorn Drive) according to the plat of said Golden Hoof Ranchettes, for a northerly southeast corner of said 565.364 acre tract and a northerly southeast corner hereof;

THENCE North 83°08'15" West, with the northerly right-of-way dedication for said Tenderfoot Trail, and a northerly south line of said 565.364 acre tract, a distance of 19.54 feet to a 1/2-inch iron rod found for an interior corner of said 565.364 acre tract and an interior corner hereof;

THENCE South 00°26'45" West, across said Tenderfoot Trail, with a southerly east line of said 565.364 acre tract, the east line of Block A of said Golden Hoof Ranchettes, the west right-of-way line of said Thomas J. Egan Road (formerly Longhorn Drive) a distance of 834.84 feet to the POINT OF BEGINNING and containing 521.59 acres of land, more or less.

