

**ORDINANCE NO. 25-\_\_\_\_\_**

**AN ORDINANCE BY THE CITY OF DENTON AUTHORIZING THE CITY MANAGER TO EXECUTE A GAS LINE REARRANGEMENT AND ABANDONMENT AGREEMENT WITH ENLINK NORTH TEXAS GATHERING, LP (“ENLINK”), FOR THE RELOCATION OF A 6-INCH GAS PIPELINE (DC-320), (“ENLINK FACILITIES”), FOR THE CITY’S HICKORY CREEK ROAD PHASE 3 WIDENING AND REALIGNMENT PROJECT; PROVIDING FOR THE EXPENDITURE OF FUNDS IN THE NOT-TO-EXCEED AMOUNT OF THREE HUNDRED TWENTY-FIVE THOUSAND TWENTY-THREE DOLLARS (\$325,023.00); AUTHORIZING THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the existing rural Hickory Creek Road between FM 1830 and Riverpass is being reconstructed to accommodate the four-lane divided urban street section called Phase 3 of the Hickory Creek Road Widening and Realignment Project (the “Project”); and

**WHEREAS**, construction of the Project makes necessary the relocation and adjustment of an existing EnLink 6-inch gas pipeline (DC-320) due to a conflict with the bridge structure; and

**WHEREAS**, the existing 6-inch gas pipeline is situated in a privately held easement, that is in direct conflict with the Hickory Creek Road Phase 3 improvements; and

**WHEREAS**, EnLink’s privately held easements predated the City’s acquisition of the right-of-way tracts encumbered by those easements, therefore being superior in title; and

**WHEREAS**, to ensure the City’s Project can proceed as planned, the City and EnLink agree to enter into a Rearrangement and Abandonment Agreement (the “Agreement”) to provide for the relocation of EnLink’s conflicting gas pipeline infrastructure; and

**WHEREAS**, EnLink prepared a relocation plan with an estimated cost summary associated with the relocation plan; and

**WHEREAS**, the City and EnLink have agreed to a not-to-exceed amount of Three Hundred Twenty-Five Thousand Twenty-Three Dollars and Zero Cents for the not-to-exceed costs; and

**WHEREAS**, the attached Agreement provides the City and EnLink desire to enter into an Agreement to provide for the relocation of the EnLink facilities and provide payment to EnLink; and

**WHEREAS**, the execution of this Agreement will minimize project delay and costs; and

**WHEREAS**, the City Council having considered the importance of the Project to the citizens of Denton and finding that it is in the public's health and safety interest, is of the opinion that it should approve the Agreement; **NOW, THEREFORE**,

**THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:**

**SECTION 1.** The findings and recitations contained in the preamble of this ordinance are incorporated herein by reference as true and as if fully set forth in the body of this ordinance.

**SECTION 2.** The City Manager, or their designee, is hereby authorized to execute on behalf of the City; the Agreement a copy of which is attached hereto as Exhibits “A” and made a part hereof for all purposes.

**SECTION 3.** The City Manager, or designee, is hereby authorized to expend funds in an amount not to exceed THREE HUNDRED TWENTY-FIVE THOUSAND TWENTY-THREE DOLLARS (\$325,023.00).

**SECTION 4.** The City Manager is further authorized to carry out all duties and agreements to be performed by the City under the Agreement.

**SECTION 5.** The City Manager, or designee, is the City’s designated, authorized official, with the power to authorize, accept, reject, alter or terminate the Agreement on behalf of the City and act on behalf of the City of Denton in all matters related to the Agreement and any subsequent agreements that may result.

**SECTION 6.** 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 [\_\_\_ - \_\_\_]:

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Gerard Hudspeth, Mayor:	_____	_____	_____	_____
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:  
LAUREN THODEN, CITY SECRETARY

By: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

By: Marcella Lunn

**REARRANGEMENT AND ABANDONMENT AGREEMENT**

**Between**

**THE CITY OF DENTON**

**And**

**ENLINK NORTH TEXAS GATHERING, LP**

This Agreement (this "Agreement") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the CITY OF DENTON, a Texas Home Rule Municipal Corporation of Denton County, Texas (the "City"), and ENLINK NORTH TEXAS GATHERING, LP, a Texas limited partnership, whose address is 100 W. 5<sup>th</sup> Street, Tulsa, Oklahoma 74103 ("EnLink"), acting herein by and through their duly authorized officers (sometimes hereinafter collectively referred to as the "Parties").

WHEREAS, the City is in the process of constructing the Hickory Creek Bridge Project (the "Hickory Creek Bridge Project") in the City of Denton, Texas; and

WHEREAS, construction of the Hickory Creek Bridge Project makes necessary the relocation, adjustment and lowering of one (1), 6-inch EnLink gas pipeline (DC-320), ("EnLink Facilities"), as shown on the "Hickory Creek Relocation" plan prepared by EnLink, attached hereto as Attachment No. 1 and the Cost Estimate prepared by EnLink, attached hereto as Attachment No. 2 (the "Pipeline Relocation Work"); and

WHEREAS, EnLink is the holder of an easement ("EnLink Easement"), located within the city owned property, parcel ID number 1074399 that is in direct conflict with the Hickory Creek Bridge Project; and

WHEREAS, the Hickory Creek Bridge Project will require EnLink to relocate and rearrange the EnLink Facilities; and

WHEREAS, EnLink has offered to amend certain portions of the EnLink Easement in exchange for the City paying the costs for the relocation of EnLink Facilities as proposed in the Cost Estimate attached and provided for in this Agreement; and

WHEREAS, the cost of all such rearrangement of the EnLink Facilities shall be paid by the City; and

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

1. The declarations contained in the preamble to this Agreement are material and are hereby repeated and incorporated herein as a part of this Agreement as though they were fully set forth in this paragraph 1.

2. Definitions. As used in this Agreement, the following terms shall have the meaning as defined:

- 2.01 "Written Notice" shall mean a document, acceptable in form and substance to EnLink and the City, which the City will issue to EnLink to authorize the performance of the Pipeline Relocation Work under the terms of this Agreement.

3. General.

- 3.01 Reserved.
- 3.02 EnLink's receipt of all property rights necessary for completion of the Pipeline Relocation Work is a condition to EnLink's obligations hereunder, and all costs associated with obtaining such property rights shall be reimbursed by the City. EnLink will use commercially reasonable efforts to acquire property rights necessary for the Pipeline Relocation Work, such costs thereto shall be reimbursed by the City. If EnLink is unable to obtain easements, rights-of-way and other interests in land required for the Pipeline Relocation Work, after making an offer in writing, based on the fair market value of the property interest to the property owner from whom the property interest is being acquired, EnLink shall so notify the City with alternate solution for relocation and alternate to allow commencement of drilling.
- 3.03 Subject to the terms and conditions of this Agreement, EnLink agrees and consents to carry out, or cause to carry out, the Pipeline Relocation Work. The Pipeline Relocation Work will be performed in accordance with applicable laws and regulations.
- 3.04 The City shall reasonably cooperate with EnLink in completing the Pipeline Relocation Work.
- 3.05 EnLink estimates that the Pipeline Relocation Work will be completed within sixty (60) days following EnLink's commencement of the Pipeline Relocation Work, subject to delays caused by Force Majeure Events (as defined herein) or acts or omissions of any third party. EnLink agrees to exercise reasonable efforts to commence the Pipeline Relocation Work within thirty (30) days after the later of (i) EnLink's receipt of payment in the amount of the Cost Estimate attached herein and Written Notice from the City or (ii) satisfaction of all conditions to EnLink's obligations hereunder, subject to delays caused by Force Majeure Events or acts or omissions of any third party. As used herein, "Force Majeure Events" means: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or

not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; and (h) other events beyond the reasonable control of EnLink, including, without limitation, inability to access necessary work areas for any reason, or the unavailability of labor or materials. EnLink agrees to diligently pursue completion of the Pipeline Relocation Work, but in no event shall EnLink be subject to any liability or be required to expend any additional funds to expedite the Pipeline Relocation Work.

- 3.06 Within 90 days following completion of the Pipeline Relocation Work, EnLink will execute and deliver to the City an Amendment of Easement in the form attached hereto as Attachment No. 3.

#### 4. Costs, Billing, and Payment

- 4.01 The full execution of this Agreement by the parties hereto shall obligate the City to pay a lump sum not to exceed Three Hundred Twenty-Five Thousand Twenty-Three Dollars (\$325,023.00), subject to appropriation. Such costs and expenses include EnLink's costs associated with the relocation, construction, and installation of the EnLink Facilities, material, labor, testing, inspection, contracts, rights-of-way and contingency costs, plus fifteen percent (15%) of the foregoing costs to cover administrative, general, supervision and engineering overhead costs (the "Construction Management Fee"). The estimated cost of the Pipeline Relocation Work is Three Hundred Twenty-Five Thousand Twenty-Three Dollars (\$325,023.00). The parties acknowledge this is an estimate and that final settlement will be based off invoices, as more fully described below.
- 4.02 Prior to EnLink performing any Pipeline Relocation Work hereunder, and as a condition precedent to EnLink's obligations hereunder, the City will pay EnLink the estimated project cost of Three Hundred Twenty-Five Thousand Twenty-Three DOLLARS (\$325,023.00) via wire transfer as instructed.
- 4.03 During the performance of the Pipeline Relocation Work, EnLink will maintain and provide to the City up to date monthly project costs.
- 4.04 EnLink will advise the City of any cost over-runs and/or unforeseen expenses above and beyond the estimated cost attached herein with as much notice as is reasonably possible for each occurrence.

- 4.05 The City will process authorized costs above and beyond the estimated cost attached herein as a change order to this Agreement following the City's Procurement Policy and may require city council authorization and in compliance with 6.05 of this Agreement.
- 4.06 After completion of the Pipeline Relocation Work, or earlier termination of this Agreement for any reason, and after any and all pertinent third party invoices are received and accounted for by EnLink, EnLink will furnish to the City a final statement ("Statement") setting forth (a) the total actual costs incurred by EnLink for the Pipeline Relocation Work, including, but not limited to, the design, material procurement and/or restocking fees, overhead charges, and/or relocation, construction, and installation of the EnLink Facilities, and/or the Construction Management Fee (the "EnLink Total Cost"), less (b) prior amounts paid by the City to EnLink for the Pipeline Relocation Work. Any amount outstanding beyond the authorized not to exceed amount for this Agreement including any authorized change orders will be processed according to the City's Procurement Policy and may require city council authorization. Upon approval of any outstanding change order(s) following the City's Procurement Policy, the City shall pay EnLink the final authorized outstanding amount remaining per the agreement terms, via wire transfer pursuant to the previous wiring transfer instructions. Notwithstanding the above, City shall retain the right to require EnLink to provide full documentation of all expenses incurred as well as any non-privileged correspondence and/or documentation related to items which may cause delays in the completion of the pipeline work beyond the terms stated herein. Furthermore, should the EnLink Total Cost be less than the prepayment made in accordance with Section 4.01 above, EnLink will return said excess funds to the City within ninety (90) days of the City's receipt and agreement of the Final Statement.

## 5. Term and Termination

- 5.01 This Agreement shall become effective as of the Effective Date and shall not expire prior to the satisfaction of each Party's obligations hereunder, including the City's full and complete payment to EnLink in accordance with Article 4. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated in a writing executed by authorized representatives of the City and EnLink.
- 5.02 This Section 5.02, and Article 6 (Miscellaneous) shall survive the termination or expiration of this Agreement.

6. Miscellaneous.

- 6.01 Notice. Any notice provided for in this Agreement to be given by either party to the other, shall be in writing and shall be deemed given when personally delivered, or three (3) business days after being deposited in the United States Mail, postage prepaid, certified, return receipt requested, or registered and addressed as follows:

To the City:

Sara Hensley  
City Manager  
215 East McKinney Street  
Denton, Texas 76201  
Phone: 940-349-7100

With a Copy to:

City of Denton  
Attn: Seth Garcia, PMP, Director  
Capital Improvement Projects  
215 East McKinney Street  
Denton, Texas 76205

To EnLink:

EnLink North Texas Gathering, LP  
Attn: Real Estate Services (Colin Brammell)  
100 W. 5<sup>th</sup> Street  
Tulsa, Oklahoma 74103  
Telephone No.: 405-422-8919

Either party may change its address or facsimile number for notice by giving the other party written notice of same.

- 6.02 Ownership. All EnLink Facilities are the property of EnLink, and EnLink will continue to own all EnLink Facilities upon completion of the Pipeline Relocation Work.
- 6.03 Assignment. EnLink shall not sell, assign, or transfer its interest or rights in this Agreement, or any claim or cause of action related thereto in whole or in part, without the prior written consent of the City. As an express condition of consent to any assignment, EnLink shall remain liable for completion of the Pipeline Relocation Work in the event of default by the assignee.
- 6.04 Waiver of Consequential Damages. Neither Party shall be liable to the other in any action or claim for consequential, indirect, punitive or special damages (including lost profits) whether the action or claim in which recovery is sought is based on contract, tort



(including sole or concurrent negligence), gross negligence, intentional or wrongful acts, or strict liability of the Party. To the extent permitted by law, any statutory remedies inconsistent with these terms are waived by the Parties.

- 6.05 Amendment. This Agreement may not be amended except in a written instrument specifically referring to this Agreement and signed by the Parties hereto and dated after the date of this Agreement is signed.
- 6.06 Applicable Law Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. This Agreement is to be performed in whole or in part in Denton County, Texas. Sole venue for any proceeding to construe or enforce any of the terms or conditions of this Agreement, or seeking damages for its breach shall be Denton County, Texas.
- 6.07 Number and Gender. Words of any gender used in this Agreement shall be held and construed to include any other gender and words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise.
- 6.08 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- 6.09 Sole Agreement. This Agreement constitutes the sole agreement between the Parties respecting the subject matter and supersedes any prior understandings or written or oral agreements.
- 6.10 Legal Construction. In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions in this document and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

[signatures on following page]

EXECUTED by the Parties on the dates indicated with their signatures, but effective as of the date specified at the beginning of this Agreement (the "Effective Date"):

ENLINK:

The CITY:

ENLINK NORTH TEXAS GATHERING, LP

CITY OF DENTON

By: EnLink Energy GP, LLC  
its general partner

By:   
Signature

By: \_\_\_\_\_  
Sara Hensley, City Manager

Christopher J. Greneaux  
Printed Name

\_\_\_\_\_  
Date

Director - Real Estate Services  
Title

8-14-2025  
Date

THIS AGREEMENT HAS BEEN BOTH  
REVIEWED AND APPROVED AS TO  
financial and operational obligations and  
business terms.

ATTEST:  
LAUREN THODEN,  
CITY SECRETARY

\_\_\_\_\_  
Signature

BY: \_\_\_\_\_

\_\_\_\_\_  
Title

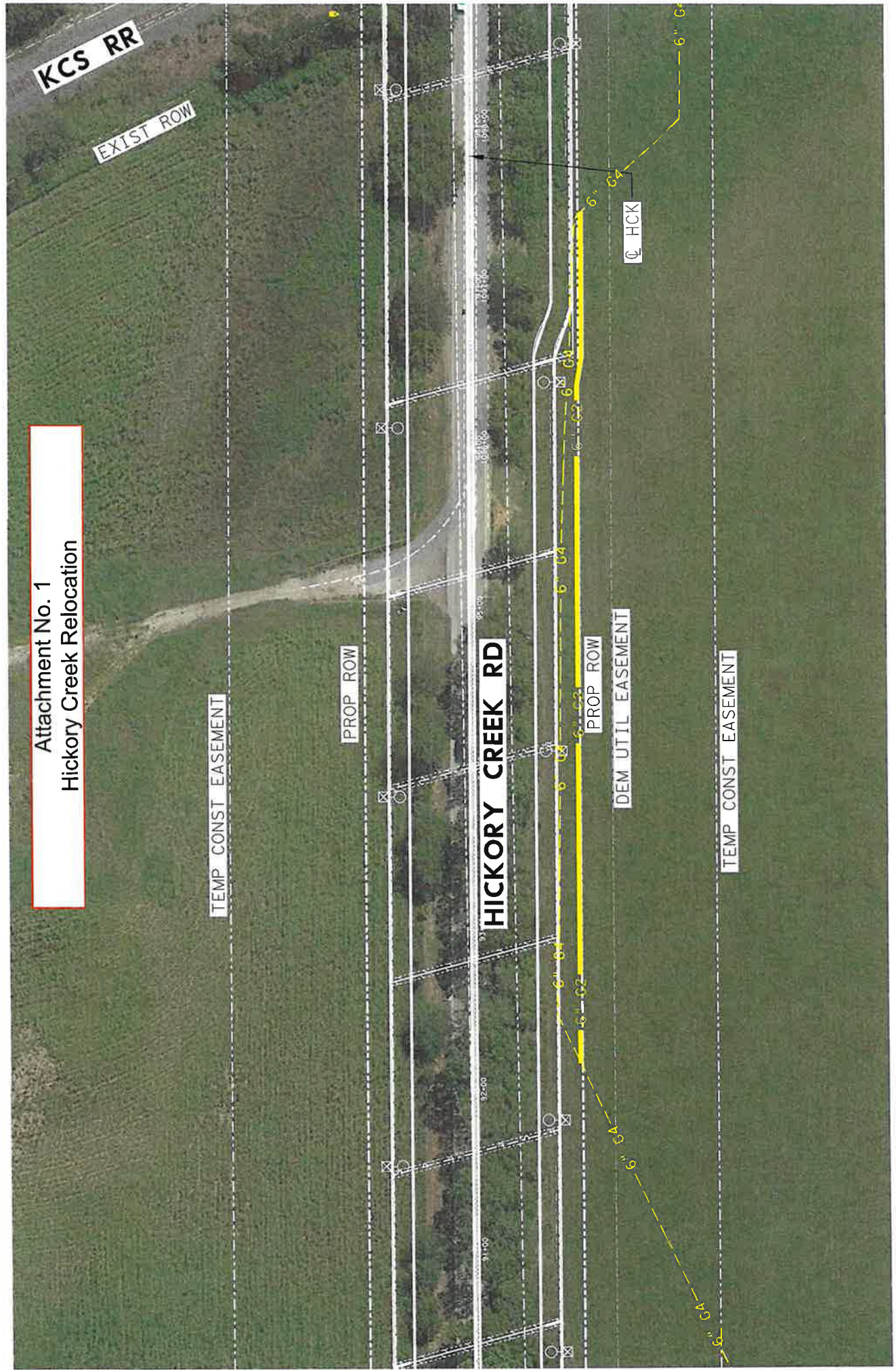
APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

\_\_\_\_\_  
Department

BY: \_\_\_\_\_

\_\_\_\_\_  
Date

Attachment No. 1  
Hickory Creek Relocation





↑↑ select + add + to make "Adjustments" and see the Tax & Freight calculations

## TOTAL Budget:

\$42,394	Contingency is 13.04% of \$325,023
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# Attachment No. 3

## AMENDMENT TO RIGHT-OF-WAY AGREEMENT

Line Name: DC-320

Line No: DC-320

WHEREAS, EnLink North Texas Gathering, LP ("Grantee") is the current "Grantee" under that certain Right-of-Way Agreement dated February 5, 2003, recorded as Volume 5292, Page 1312 of the official records of Denton County, Texas (as amended, assigned and modified from time to time, the "Agreement"), affecting certain property as further described therein (the "Agreement Land");

WHEREAS, The City of Denton ("Owner") is the current owner of certain property described in Exhibit A attached hereto (the "Owner Land"). The portion of the Owner Land that is included within the Agreement Land is herein called the "Affected Land";

WHEREAS, Owner has requested that Grantee amend the Agreement as related to the Affected Land to reflect the location of the portion of the right-of-way and easement granted under the Agreement located on the Affected Land; and

WHEREAS, Grantee is agreeable to amending the Agreement as related to the Affected Land so that the portion of the right-of-way and easement granted under the Agreement located on the Affected Land are those thirty-foot (30') wide easement areas depicted/described on Exhibit B attached hereto and incorporated herein by reference (collectively, the "Affected Land Easement Tracts").

NOW THEREFORE, Grantee and Owner, for and in consideration of the mutual advantages to accrue to each party and to future owners of the Affected Land, agree as follows:

1. With respect to the Affected Land, as of the effective date hereof, the Agreement is hereby amended and modified so that the portion of the right-of-way and easement granted under the Agreement located on the Affected Land is amended to be the Affected Land Easement Tracts. Notwithstanding anything to the contrary, Grantee and its agents, employees, contractors and subcontractors shall have the right to use any roads located now or in the future within the Owner Land, as relocated from time to time. Subject to the foregoing, all rights of Grantee under and by virtue of the Agreement will remain in full force and effect and are in no manner waived or impaired as to the Affected Land Easement Tracts or land not located within the Affected Land.

2. Except as specifically modified herein, all of the other terms and provisions of the Agreement shall remain in full force and effect, unmodified by this Amendment, and are hereby ratified and confirmed by Grantee and Owner with respect to the Affected Land. Notwithstanding the foregoing, in the event there is any conflict between the terms and provisions of the Agreement and this Amendment, the terms and provisions of this Amendment shall control with respect to the Affected Land.

IN WITNESS WHEREOF, the undersigned have caused their duly authorized representatives to execute this Amendment effective as of the date and in the capacities shown below.

EXECUTED as of the dates set forth in the respective acknowledgments, but to be effective as of \_\_\_\_\_, 2025.

**GRANTEE:**

**EnLink North Texas Gathering, LP**

By: EnLink Energy GP, LLC  
its general partner

By: \_\_\_\_\_  
Christopher J. Greneaux  
Director of Land

STATE OF LOUISIANA

PARISH OF LAFAYETTE

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2025, by Christopher J. Greneaux, Director of Land for EnLink Energy GP, LLC, general partner of EnLink North Texas Gathering, LP, on behalf of said entities.

[SEAL]

\_\_\_\_\_  
Notary Public, State of Louisiana

[OWNER'S SIGNATURE PAGE FOLLOWS]

**OWNER:**

**The City of Denton**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_,  
202\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of  
\_\_\_\_\_, on behalf of said entity.

[SEAL]

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

## EXHIBIT A

### Owner Land

BEING A 1.7523 ACRE (76,331 SQUARE FEET) TRACT OF LAND IN THE J. ROGERS SURVEY, ABSTRACT NO. 1084, DENTON COUNTY, TEXAS, AND BEING A PART A CALLED 80.5 ACRE TRACT OF LAND DESCRIBED AS TRACT 5 IN DEED TO WALTER EDWARD LEATHERWOOD AND THOMAS JACK ROBERTSON EXECUTED ON JULY 01, 1963, RECORDED IN VOLUME 496, PAGE 241 OF THE OFFICIAL PUBLIC RECORDS OF DENTON COUNTY, TEXAS (O.P.R.D.C.T.), SAID 1.7523 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 3/8 INCH CAPPED IRON ROD FOUND (CIRF) YELLOW PLASTIC CAP STAMPED "TNP" AT THE NORTHEAST CORNER OF A CALLED 48 ACRE TRACT OF LAND DESCRIBED AS TRACT 3 IN SAID VOLUME 496, PAGE 241 O.P.R.D.C.T., SAME BEING THE NORTHWEST CORNER OF A CALLED 27 ACRE TRACT OF LAND DESCRIBED AS TRACT 5 IN SAID VOLUME 496, PAGE 241 O.P.R.D.C.T., ALSO BEING IN THE SOUTH RIGHT-OF-WAY (ROW) LINE OF HICKORY CREEK ROAD (A VARIABLE WIDTH ROW) PER A CALLED 1.788 ACRE TRACT OF LAND DESCRIBED IN DEED TO THE CITY OF DENTON, TEXAS RECORDED IN INSTRUMENT NUMBER 2003-95908 O.P.R.D.C.T., FROM WHICH A 3/8 INCH CIRF YELLOW PLASTIC CAP STAMPED "TNP" BEARS SOUTH 78 DEGREES 42 MINUTES 35 SECONDS EAST, A DISTANCE OF 191.87 FEET;

THENCE, SOUTH 89 DEGREES 15 MINUTES 26 SECONDS WEST ALONG THE NORTH LINE OF SAID TRACT 3, SAME BEING A COMMON SOUTH ROW LINE OF HICKORY CREEK ROAD, A DISTANCE OF 837.03 FEET TO A 5/8 INCH CIRF STAMP "ILLEGIBLE" ON THE SOUTHERLY EXISTING ROW LINE OF HICKORY CREEK ROAD, SAME BEING THE NORTH LINE OF A CALLED 26 ACRE TRACT OF LAND DESCRIBED AS TRACT 4 IN SAID VOLUME 496, PAGE 241 O.P.R.D.C.T., ALSO BEING THE SOUTHWEST CORNER OF SAID 1.788 ACRE TRACT;

THENCE, NORTH 00 DEGREES 44 MINUTES 34 SECONDS WEST WITH A NORTHERLY LINE OF SAID TRACT 4 AND THE COMMON WEST LINE OF SAID 1.788 ACRE TRACT, A DISTANCE OF 55.00 FEET TO THE SOUTHEAST CORNER OF A CALLED 5 ACRE TRACT OF LAND DESCRIBED IN DEED TO TOMMY CALVERT AND CONNIE CARDWELL RECORDED IN INSTRUMENT NUMBER 2011-36571 O.P.R.D.C.T., SAME BEING THE NORTHWEST CORNER OF SAID 1.788 ACRE TRACT, ALSO BEING THE APPROXIMATE SOUTHEAST CORNER OF SAID M. ROGERS SURVEY AND THE APPROXIMATE SOUTHWEST CORNER OF THE N. BRITTON SURVEY, ABSTRACT NUMBER 51 AND IN THE NORTH LINE OF SAID J. ROGERS SURVEY;



THENCE, SOUTH 89 DEGREES 07 MINUTES 46 SECONDS WEST ALONG THE NORTH LINES OF TRACTS 1, 2, AND 4 OF SAID VOLUME 496, PAGE 241, SAME BEING THE COMMON SOUTH LINE OF SAID 5 ACRE TRACT, AND ALONG THE SOUTH LINE OF A CALLED 0.3849 ACRE TRACT OF LAND DESCRIBED IN DEED TO TOMMIE DALE CALVERT RECORDED IN VOLUME 3318, PAGE 915 O.P.R.D.C.T., AND ALONG THE SOUTH LINE OF A CALLED 0.3847 ACRE TRACT OF LAND DESCRIBED IN DEED TO CONNIE ANN CARDWELL RECORDED IN VOLUME 3318, PAGE 919 O.P.R.D.C.T., AND ALONG THE SOUTH LINE OF A CALLED 2.61 ACRE TRACT OF LAND DESCRIBED AS TRACT ONE IN DEED TO E.D. CALVERT, JR. AND WILLIAM THOMAS CALVERT RECORDED IN VOLUME 1496, PAGE 921 O.P.R.D.C.T., AND ALONG THE SOUTH LINE OF A CALLED 60.80 ACRE TRACT OF LAND DESCRIBED AS TRACT 2 TO CALVERT PAVING CORP. RECORDED IN VOLUME 2115, PAGE 425 O.P.R.D.C.T., AND ALONG THE NORTH LINE OF A CALLED 0.15 ACRE TRACT OF LAND DESCRIBED AS THE SECOND TRACT TO GULF, COLORADO, AND SANTA FE RAILWAY COMPANY RECORDED IN VOLUME 433, PAGE 152 O.P.R.D.C.T., AND ALONG THE SOUTH LINE OF A CALLED 0.18 ACRE TRACT OF LAND DESCRIBED AS THE FOURTH TRACT TO GULF, COLORADO, AND SANTA FE RAILWAY COMPANY RECORDED IN VOLUME 433, PAGE 152 O.P.R.D.C.T., AND ALONG THE NORTH LINE OF A CALLED 6.61 ACRE TRACT OF LAND DESCRIBED AS THE FIRST TRACT TO GULF, COLORADO, AND SANTA FE RAILWAY COMPANY RECORDED IN VOLUME 433, PAGE 152 O.P.R.D.C.T., AND ALONG THE SOUTH LINE OF A CALLED 2.82 ACRE TRACT OF LAND DESCRIBED AS THE THIRD TRACT TO GULF, COLORADO, AND SANTA FE RAILWAY COMPANY RECORDED IN VOLUME 433, PAGE 250 O.P.R.D.C.T., AT A DISTANCE OF 1,404.31 TO THE NORTHWEST CORNER OF SAID 6.61 ACRE TRACT, SAME BEING THE SOUTHWEST CORNER OF SAID 2.82 ACRE TRACT, ALSO BEING THE NORTHEAST CORNER OF A CALLED 0.18 ACRE TRACT OF LAND DESCRIBED AS THE THIRD TRACT TO GULF, COLORADO, AND SANTA FE RAILWAY COMPANY RECORDED IN VOLUME 433, PAGE 152 O.P.R.D.C.T., FURTHER BEING THE SOUTHEAST CORNER OF A CALLED 0.15 ACRE TRACT OF LAND DESCRIBED AS THE FIRST TRACT TO GULF, COLORADO, AND SANTA FE RAILWAY COMPANY RECORDED IN VOLUME 433, PAGE 250 O.P.R.D.C.T.;

THENCE, SOUTH 26 DEGREES 22 MINUTES 15 SECONDS EAST ALONG THE WEST LINE OF SAID 6.61 ACRE TRACT AND THE COMMON EAST LINE OF SAID 0.18 ACRE TRACT, A DISTANCE OF 55.80 FEET TO A 5/8 INCH CAPPED IRON ROD SET STAMPED "LAMB-STAR" (CIRS) AT THE POINT OF BEGINNING, HAVING A COORDINATE OF NORTH 7,104,016.37 FEET, EAST 2,387,603.84 FEET;

- 1) THENCE, SOUTH 26 DEGREES 22 MINUTES 15 SECONDS EAST ALONG THE WEST LINE OF SAID 6.61 ACRE TRACT AND THE COMMON LINE OF SAID 80.5 ACRE TRACT, A DISTANCE OF 32.17 FEET TO THE SOUTHERLY PROPOSED ROW LINE OF HICKORY CREEK ROAD;

- 2) **THENCE, SOUTH 89 DEGREES 51 MINUTES 04 SECONDS WEST OVER AND ACROSS SAID 80.5 ACRE TRACT, A DISTANCE OF 1,190.26 FEET TO A CIRS IN THE WEST LINE OF SAID 80.5 ACRE TRACT, SAME BEING THE COMMON EAST LINE OF A CALLED 43.430 ACRE TRACT OF LAND DESCRIBED AS TRACT 6 TO PREMIER HAVEN OF HOPE, LTD RECORDED IN INSTRUMENT NUMBER 200850871 O.P.R.D.C.T.;**
- 3) **THENCE, NORTH 03 DEGREES 50 MINUTES 06 SECONDS WEST ALONG SAID COMMON LINE, A DISTANCE OF 64.50 FEET TO THE NORTHWEST CORNER OF SAID 80.5 ACRE TRACT, SAME BEING THE SOUTHWEST CORNER OF A CALLED 15.7998 ACRE TRACT OF LAND DESCRIBED AS TRACT 2 TO TOMMIE DALE CALVERT RECORDED IN VOLUME 3318, PAGE 908 O.P.R.D.C.T.;**
- 4) **THENCE, NORTH 89 DEGREES 07 MINUTES 46 SECONDS EAST ALONG THE NORTH LINE OF SAID 80.5 ACRES AND THE COMMON SOUTH LINE OF SAID 15.7998 ACRE TRACT, A DISTANCE OF 955.62 FEET TO THE NORTHWEST CORNER OF SAID 0.18 ACRE TRACT AND THE COMMON SOUTHWEST CORNER OF SAID 0.15 ACRE TRACT;**
- 5) **THENCE, SOUTH 00 DEGREES 50 MINUTES 49 SECONDS WEST ALONG THE WEST LINE OF SAID 0.18 ACRE TRACT, A DISTANCE OF 25.00 FEET TO THE SOUTHWEST CORNER OF SAID 0.18 ACRE TRACT;**
- 6) **THENCE, SOUTH 84 DEGREES 23 MINUTES 46 SECONDS EAST ALONG THE SOUTH LINE OF SAID 0.18 ACRE TRACT A DISTANCE OF 226.20 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.7523 ACRE (76,331 SQUARE FEET) OF LAND.**

**EXHIBIT B**

Affected Land Easement Tracts

{FOLLOWS}