

Denton County
Juli Luke
County Clerk

Instrument Number: 211988

ERecordings-RP

AGREEMENT

Recorded On: November 18, 2021 02:29 PM

Number of Pages: 34

" Examined and Charged as Follows: "

Total Recording: \$158.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 211988
Receipt Number: 20211118000607
Recorded Date/Time: November 18, 2021 02:29 PM
User: Lisa V
Station: Station 38

Record and Return To:

Simplifile



STATE OF TEXAS
COUNTY OF DENTON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke
County Clerk
Denton County, TX

PARK DEVELOPMENT AGREEMENT

THIS PARK DEVELOPMENT AGREEMENT (this "Agreement") is entered into between Denton Sagebrook, LP, a Texas limited partnership (the "Developer") and the City of Denton, a Texas home-rule municipal corporation (the "City"; Developer and City herein referred to individually as "Party" and collectively as the "Parties"); as of the Effective Date as provided below.

Introductory Provisions

Developer is the owner of and is currently developing a portion of a 143.133-acre, more or less, tract of land for residential use known as Sagebrook, which is located in the BBB & CCR Survey, Abstract 160, City of Denton, Denton County, Texas (the "Project"). The Project consists of approximately four hundred-ninety (490) residential lots and eight (8) homeowners association ("HOA") lots and one (1) park land dedication lot totaling 15.258 acres. The 15.258 acre park land dedication lot is Lot 1, Block X, of the Sagebrook Phase 1 Addition, according to the final plat thereof FP20-0028 ("Final Plat") approved by the City and recorded as Document No. 2021-_____, Plat Records of Denton County, Texas ("Park Land Lot") and a portion of which is depicted on Exhibit A, attached hereto and incorporated herein by reference; and

Developer will dedicate the Park Land Lot as park land for public use by Final Plat and by Special Warranty Deed attached hereto as Exhibit C and incorporated herein by reference, and shall be recorded in the Plat Records and Deed Records, respectively, of Denton County, Texas upon approval by the City of Denton; and

Developer will dedicate a twelve (12) foot wide public sidewalk easement depicted as Lot 1, Block T; Lot 1, Block S; and a five and one-half (5.5') foot wide public sidewalk easement depicted as Lot 28, Block F; and a five and one-half (5.5') foot wide public sidewalk easement depicted as Lot 86, Block J on Exhibit A (collectively, "Public Sidewalk Easement") for public access by Final Plat and separate instrument and shall be recorded in the Plat Records and Deed Records, respectively, of Denton County, Texas; and

The amount of park land dedication located in the floodplain required by Section 22-37 of the City's Code of Ordinances for the Project is 10.29 acres; and

The park development fees required by Section 22-39 of the City's Code of Ordinances for the Project total \$142,590.00; and

Developer intends to dedicate the Park Land Lot to the City to satisfy the park land dedication required by Section 22-37 of the City's Code of Ordinances for the Project; and

Developer and the City enter into this Agreement to confirm their agreement concerning (a) the Developer's dedication of the Park Land Lot to the City, (b) the City's acceptance of the Park Land Lot, subject to compliance with conditions herein, (c) the City's acceptance of the Park Land Lot to satisfy the park land dedication requirement in Section 22-37 of the City's Code of

Ordinances and (d) City's acceptance of park development fees for the Project in the total amount of \$142,590.00 to satisfy Section 22-39 of the City's Code of Ordinances.

A. Agreements

For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Dedication of the Park Land Lot. Developer will dedicate the Park Land Lot to the City. The City recognizes that the 15.258 acres Park Land Lot is 4.968 acres in excess of the required 10.29 acres land dedication. The City accepts the additional 4.968 acres in satisfaction of the park dedication required for the Project by 22-37 of the City's Code of Ordinances, Developer expressly acknowledges and agrees that both the execution of this Agreement and the transfer of the Park Land Lot benefits the Project and is made voluntarily by the Developer and not as a requirement of the City under its Code of Ordinances, and Developer waives any claim related thereto that it may have under any theory of law against the City.

The City and the Developer will work cooperatively to process and record Developer's dedication of the Park Land Lot simultaneously with the Final Plat. Instruments of dedication shall be by Special Warranty Deed in substantial conformity with Exhibit C and by Final Plat. The City and Developer shall prepare, execute, and record all documents related to the dedication and conveyance of the Park Land Lot at the Developer's sole expense. The dedication of the Park Land Lot fulfills Developer's total park land dedication requirements for the Project, as shown on Exhibit B attached hereto and incorporated herein by reference, in satisfaction of Section 22-37 of the City's Code of Ordinances.

2. Park Development Fees. Park development fees for the Project amount to \$142,590.00 for 490 homes at \$291.00 per single family unit. Park development fees will be paid by home building permit applicants at time of permitting.
3. Park Name. Naming of the Park will be directed by Resolution Number R20-1001, as amended, which outlines the naming policy guidelines for City buildings, facilities, land, or any portion thereof.
4. Additional Park Dedication. The Developer's dedication of the Park Land Lot under this Agreement is based on the type of development (single family) and the anticipated number of residential units to be developed on the Project. The Park dedication required by this Agreement for the Project was determined with the formula 2.5 acres x 490 units x 2.8 persons divided by 1,000 for 3.43 acres of land for residential property. Floodplain can be dedicated at 3 to 1 ratio. As the Park Land Lot is floodplain the required dedication is 3.43 X 3 or 10.29 acres. If the actual number of residential units developed on the Project Property exceeds the units utilized in this formula and the resulting total acreage required to be dedicated exceeds 15.258 acres, the developer

must dedicate additional park property to the City in accordance with the requirements of Section 22-37 of the City's Code of Ordinances.

5. Construction and Dedication of the Public Sidewalk Easement. Developer will dedicate the Public Sidewalk Easement to the City by Final Plat and an easement in substantial conformity with Exhibit D attached hereto and incorporated herein by reference, and shall be recorded in the Plat Records and Deed Records, respectively, of Denton County, Texas upon approval by the City of Denton. The Public Sidewalk Easement shall be a non-exclusive, perpetual easement to run with the land for public access, ingress, and egress at all times over and across the Public Sidewalk Easement. Developer shall construct, own, and maintain a ten foot (10') wide sidewalk within the Public Sidewalk Easement and has the right to transfer the ownership and maintenance obligation to the homeowners' association for the Project. The construction of the sidewalk in the Public Sidewalk Easement shall be completed prior to the occupancy of the first home by an end-buyer of a lot in the Final Plat. Such maintenance shall be consistent with City maintenance standards and shall include, but is not limited to (a) keeping and maintaining all surfaces in good, safe, clean and sightly condition; (b) repairing holes and significant surface cracks; (c) resurfacing the damaged areas; and (d) removing snow, ice, surface water and debris. All costs and expenses related to the maintenance of the sidewalk on the Public Sidewalk Easement or any portion thereof will be borne by Developer, it successors and assigns.

The City and the Developer will work cooperatively to process and record Developer's dedication of the Public Sidewalk Easement simultaneously with the Final Plat. The City and Developer shall prepare, execute, and record all documents related to the dedication and conveyance of the Public Sidewalk Easement at the Developer's sole expense.

6. Waivers. The Parties hereby agree:
 - A. Nothing in this Agreement shall be considered an illegal impact fee or exaction. The Developer agrees and stipulates that all terms of Local Government Code Section 212.904 have been met by the City and that the requirement for Developer to dedicate the Park has been satisfied.
 - B. Developer and its related entities, successors, and assigns release and discharge the City, its past and present employees, officers, council members, attorneys, and other agents, contractors, and representatives from any and all claims, demands, controversies, and causes of action for breach of contract, takings, exactions, claims under Texas Local Government Code Chapter 395, and claims under the Private Real Property Rights Preservation Act, Texas Government Code Chapter 2007, and all claims for reimbursements and monies that relate to this Agreement.
 - C. Developer waives any right to appeal the requirement to construct and dedicate the Park in accordance with the terms of this Agreement pursuant to Section 22-42 of the City's Code of Ordinances.

7. **Indemnification. DEVELOPER SHALL INDEMNIFY, SAVE, AND HOLD HARMLESS THE CITY, ITS ELECTED OFFICIALS, OFFICERS, AGENTS, ATTORNEYS, AND EMPLOYEES (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST: (I) ANY ADMINISTRATIVE OR INVESTIGATIVE PROCEEDING BY ANY GOVERNMENTAL AUTHORITY DIRECTLY OR INDIRECTLY RELATED TO A CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION, ARISING FROM DEVELOPER'S PERFORMANCE OF ITS OBLIGATIONS HEREUNDER; (II) ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION WHICH DIRECTLY OR INDIRECTLY CONTESTS OR CHALLENGES THE LEGAL AUTHORITY OF THE CITY OR DEVELOPER TO ENTER INTO THIS AGREEMENT; (III) ANY AND ALL LIABILITIES, LOSSES, COSTS, OR EXPENSES (INCLUDING ATTORNEY'S FEES AND DISBURSEMENTS) THAT ANY INDEMNITEES SUFFER OR INCUR AS A RESULT OF ANY ACTION OR OMISSION OF INDEMNITEES PURSUANT TO THIS AGREEMENT; PROVIDED, HOWEVER, THAT DEVELOPER SHALL HAVE NO OBLIGATION UNDER THIS PARAGRAPH TO THE CITY WITH RESPECT TO ANY OF THE FOREGOING ARISING OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY OR THE BREACH BY THE CITY OF THIS AGREEMENT.**

B. Miscellaneous

1. This Agreement contains the full and complete agreement of the Parties hereto, and all prior negotiations and agreements pertaining to the subject matter hereof, are expressly merged in this Agreement. Each Party hereto disclaims any reliance on any facts, promises, undertakings, or representations (oral or written) made by any other Party, or his agent or attorneys, prior to or contemporaneous to the date of execution of this Agreement.
2. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns.
3. All Parties acknowledge that this Agreement is the result of substantial negotiation between the Parties. All Parties further acknowledge that each Party and its legal counsel have reviewed, revised, and contributed to this Agreement; so that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement, nor any amendments or exhibits thereto.
4. In case any one or more of the provisions contained in this Agreement 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 provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

5. All notices required to be given under this Agreement shall be given in writing and shall be effective when actually delivered or when deposited in the United States mail, first class, postage prepaid, addressed to the Party to whom the notice is to be given at the addresses shown below. Any Party may change its address for notices under this Agreement by giving written notice to the other Parties, specifying that the purpose of the notice is to change the Party's address. For notice purposes, each Party agrees to keep the other informed at all times of its current address.

To City:

City Manager
City of Denton
City Hall
215 E. McKinney
Denton, Texas 76201

To Developer:

Robert J. Betancur
Sagebrook Denton LP.
218 W. Wall Street
Grapevine, TX 76051

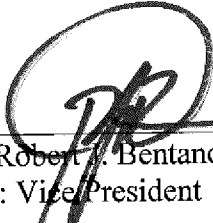
6. This Agreement shall be construed under the laws of the State of Texas and is fully performable in Denton County, Texas. Exclusive venue for any suit to enforce the terms and conditions of this Agreement shall be a court of competent jurisdiction in Denton County, Texas.
7. This Agreement may be executed in multiple counterparts, by one or more signatories, separately and each of such counterparts shall be deemed an original for all purposes, and all such signed counterparts shall constitute but one and the same instrument.

Signed to be effective the 27th day of July, 2021 (the "Effective Date").

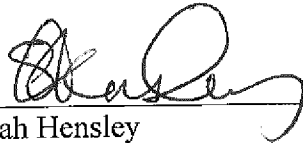
[signatures on following page]

DEVELOPER:

Sagebrook Denton, LP
By: SBD General LLC, its General Partner

By: 
Robert J. Bentancur
Title: Vice President

CITY OF DENTON:

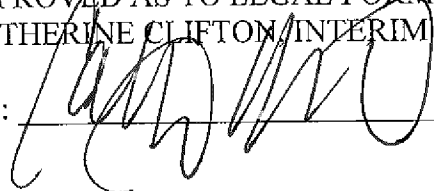
By: 
Sarah Hensley
Interim City Manager
215 E. McKinney
Denton, Texas 76201




ATTEST:
ROSA RIOS, CITY SECRETARY

By: 

APPROVED AS TO LEGAL FORM:
CATHERINE CLIFTON, INTERIM CITY ATTORNEY

By: 

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational obligations
and business terms.

 GARY PUCKAN
SIGNATURE PRINTED NAME

DIRECTOR
TITLE

PARKS & RECREATION
DEPARTMENT

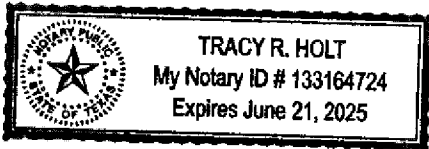
ACKNOWLEDGMENTS

STATE OF TEXAS }

COUNTY OF DENTON }

The foregoing Development Agreement was executed before me on the 9th day of September, 2021 by Sarah Hensley, Interim City Manager of the City of Denton, a Texas home-rule municipal corporation, on behalf of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.



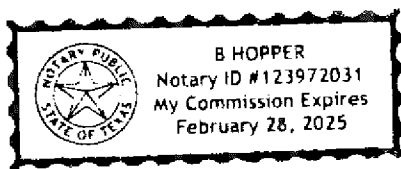
Tracy R. Holt
Notary Public

Tracy R. Holt
Printed Name
My commission expires: 06/21/2025
My commission is in Denton County.

STATE OF TEXAS }
Sarant
COUNTY OF DENTON }

The foregoing Development Agreement was executed before me on the 27th day of August, 2021 by Robert J. Bentancur, the Vice President of SBD General LLC, General Partner of Sagebrook Denton LP, a Texas limited partnership, in his capacity therein.

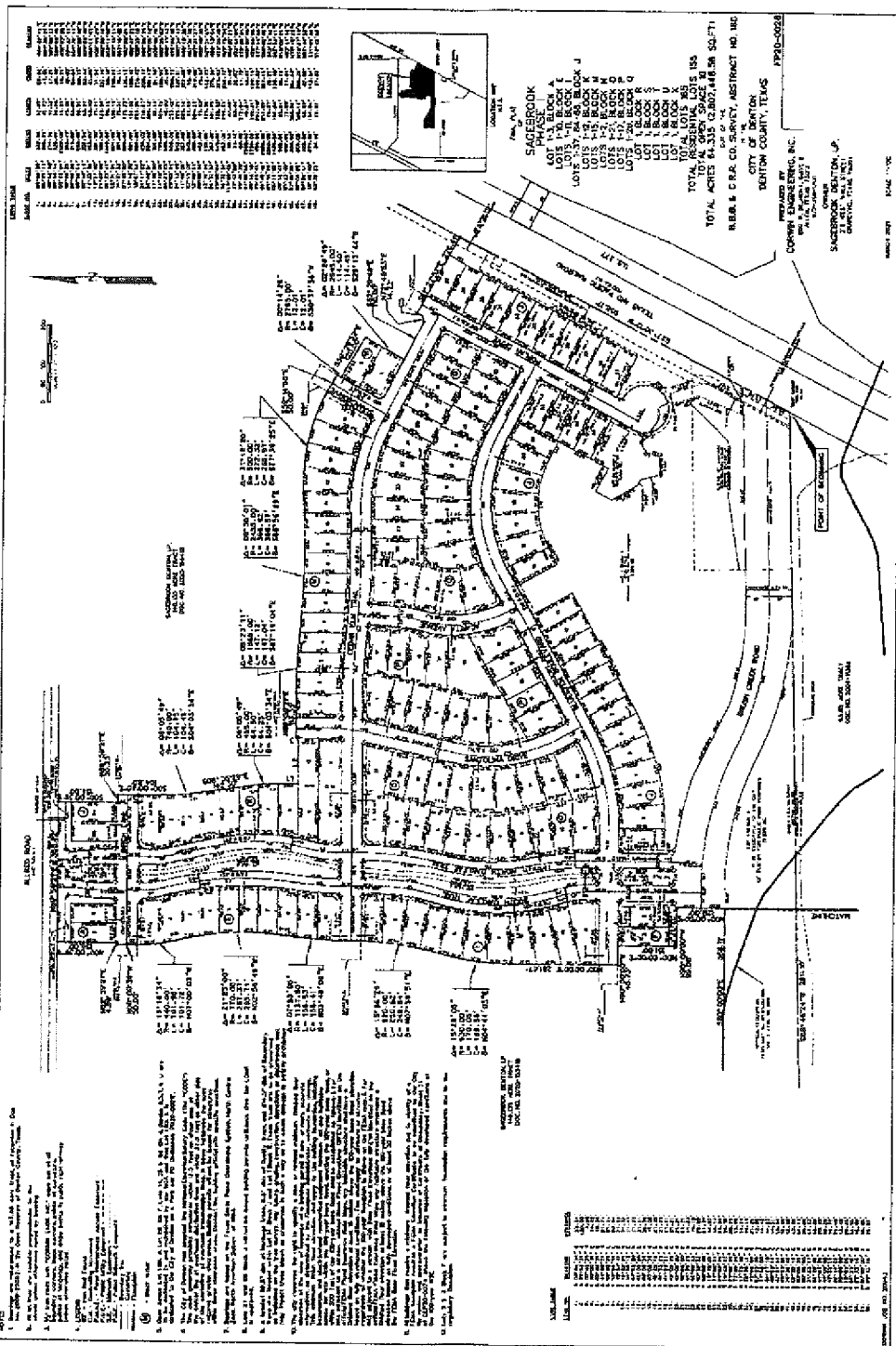
IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.

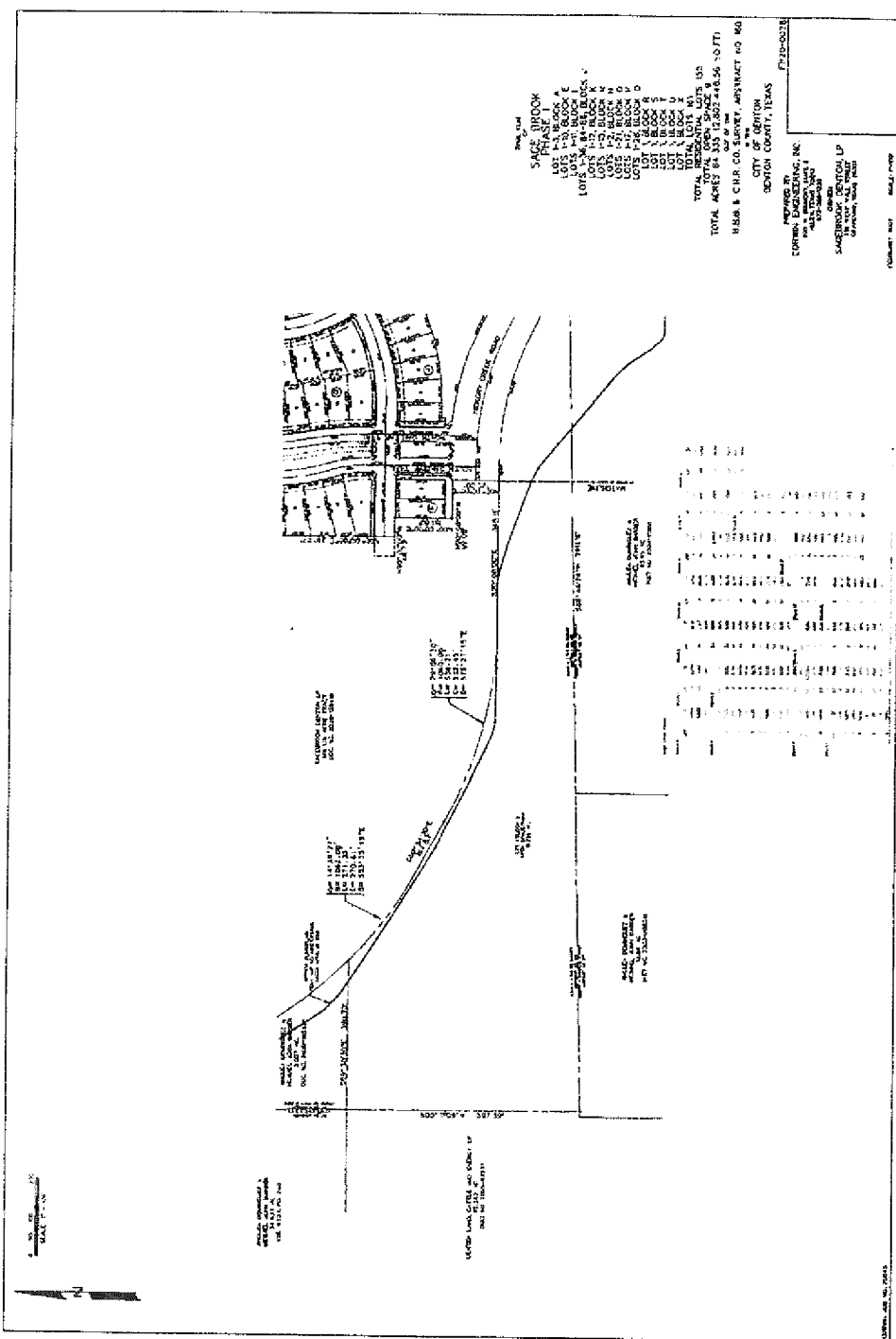


B Hopper
Notary Public

B. Hopper
Printed Name
My commission expires: 2/28/2025
My commission is in Sarant County.

EXHIBIT "A" SAGEBROOK PHASE 1 FINAL PLAT





THIS PLAN
 SAGE BROOK
 PHASE I
 LOTS 1-15 BLOCK E
 LOTS 16-20 BLOCK F
 LOTS 21-25 BLOCK G
 LOTS 26-30 BLOCK H
 LOTS 31-35 BLOCK I
 LOTS 36-40 BLOCK J
 LOTS 41-45 BLOCK K
 LOTS 46-50 BLOCK L
 LOTS 51-55 BLOCK M
 LOTS 56-60 BLOCK N
 LOTS 61-65 BLOCK O
 LOTS 66-70 BLOCK P
 LOTS 71-75 BLOCK Q
 LOTS 76-80 BLOCK R
 LOTS 81-85 BLOCK S
 LOTS 86-90 BLOCK T
 LOTS 91-95 BLOCK U
 LOTS 96-100 BLOCK V
 LOTS 101-105 BLOCK W
 LOTS 106-110 BLOCK X
 LOTS 111-115 BLOCK Y
 LOTS 116-120 BLOCK Z
 TOTAL RESIDENTIAL LOTS 125
 TOTAL ACRES 64.335 (3,227,416.36 SQ. FT.)
 SUB & CHA. CO. BY CITY, ABSTRACT NO 90
 CITY OF DENVER
 DENVER COUNTY, TEXAS

PREPARED BY
 DENVER & CHAS. CO. INC.
 1000 W. WASHINGTON AVE.
 DENVER, CO 80202
 SAGEBROOK PHASE I
 1000 W. WASHINGTON AVE.
 DENVER, CO 80202
 778-0222

SHEET NO. 1
 OF 1

ALL RIGHTS RESERVED
 BY DENVER & CHAS. CO. INC.
 1000 W. WASHINGTON AVE.
 DENVER, CO 80202

UNLESS SHOWN OTHERWISE
 ALL RIGHTS RESERVED
 BY DENVER & CHAS. CO. INC.
 1000 W. WASHINGTON AVE.
 DENVER, CO 80202

LOT NO.	ACRES	SQ. FT.	OWNER
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100	0.10	5,450	...

DENVER & CHAS. CO. INC.
 1000 W. WASHINGTON AVE.
 DENVER, CO 80202

EXHIBIT "C"
Special Warranty Deed

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.

SPECIAL WARRANTY DEED

STATE OF TEXAS §

COUNTY OF DENTON § **KNOW ALL MEN BY THESE PRESENTS**

That Sagebrook Denton LP, (herein called "Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration to Grantor in hand paid by the City of Denton, a Texas Home Rule Municipal Corporation (herein called "Grantee"), 215 E. McKinney, Denton, Texas 76201, the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY, unto Grantee all of that certain approximate 15.258 acre tract or parcel of real property, together with appurtenances thereon and improvements thereto, including all right, title and interest in all adjacent public streets and public rights-of-way (if any), more particularly described as:

Lot 1, Block X, of the Sagebrook Phase 1 Addition, according to the final plat thereof recorded as Document No. 2021-_____, Plat Records of Denton County, Texas (the "Property").

Grantor, subject to the limitation of such reservation made herein, reserves, for themselves, their heirs, devisees, successors, and assigns all oil, gas, and other minerals in, on, and under and that may be produced from the Property. Grantor, their heirs, devisees, successors, and assigns shall not have the right to use or access the surface of the Property, in any way, manner, or form, in connection with or related to the reserved oil, gas, and other minerals, and/or related to exploration and/or production of the oil, gas and other minerals reserved herein, including without limitation, use or access of the surface of the Property for the location of any well or drill sites, well bores, whether vertical or any deviation from vertical, water wells, pit areas, seismic activities, tanks or tank batteries, pipelines, roads, electricity or other utility infrastructure, and/or for subjacent or lateral support for any surface facilities or well bores, or any other infrastructure or improvement of any kind or type in connection with or related to the reserved oil, gas, and other minerals, and/or related to the exploration or production of same.

As used herein, the term "other minerals" shall include oil, gas, and all associated hydrocarbons and shall exclude (i) all substances that any reasonable extraction, mining, or other exploration and/or production method, operation, process, or procedure would consume, deplete, or destroy the surface of the Property; and (ii) all substances which are at or near the surface of the

Property. The intent of the parties hereto is that the meaning of the term "other minerals" as utilized herein, shall be in accordance with that set forth in *Reed v. Wylie*, 597 S.W.2d 743 (Tex. 1980).

As used herein, the term "surface of the Property" shall include the area from the surface of the earth to a depth of five hundred feet (500') below the surface of the earth and all areas above the surface of the earth.

Grantor hereby assigns to Grantee, without recourse or representation, any and all claims and causes of action that Grantor may have for or related to any defects in, or injury to, the Property.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee and Grantee's successors and assigns forever; and Grantor does hereby bind Grantor and Grantor's successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise.

EXECUTED the 27th day of August, 2021.

GRANTOR

Sagebrook Denton, LP

By: SBD General LLC, its General Partner

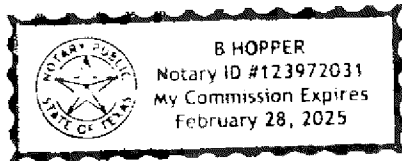
By: 
Robert J. Bejancour
Title: Vice President

ACKNOWLEDGMENT

THE STATE OF Texas §
COUNTY OF Tarrant §

The foregoing Special Warranty Deed was executed before me on the 27th day of August, 2021 by Robert J. Betancur, the Vice President of SBD General LLC, General Partner of Sagebrook Denton L.P, a Texas limited partnership, in his capacity therein.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.



[Handwritten Signature]
Notary Public

B. Hopper
Printed Name
My commission expires: 2/28/2025
My commission is in Tarrant County.

LEGAL DESCRIPTION – Sheet 1 of 2
EXHIBIT 'A' – Park Land Dedication

BEING, a tract of land situated in the B.B.B. & C.R.R. Survey, Abstract No. 160, being part of a 143.133 acre tract, as described in Doc. No. 2020-155418 in the Deed Records of Denton County, Texas, being more particularly described as follows:

COMMENCING, at a fence corner post found at the southeast corner of said 143.133 acre tract and being in the west line of Texas & Pacific Railroad (100' R.O.W.);

THENCE, South $88^{\circ}46'24''$ West, along the south line of said 143.133 acre tract, for a distance of 502.10 feet, at the POINT OF BEGINNING;

THENCE, South $88^{\circ}46'24''$ West, continuing along said south line, for a distance of 2409.06 feet, to a PK nail found at the base of a 6" metal pipe being the southwest corner of said 143.133 acre tract;

THENCE, North $00^{\circ}11'09''$ West, along the west line of said 143.133 acre tract, for a distance of 597.59 feet, to a 3" metal pipe being the southwest corner of a 3.002 acre tract, as described in Doc. No. 2020-155418 acre tract, in said Deed Records, same being a northwest corner of said 143.133 acre tract;

THENCE, South $89^{\circ}38'30''$ East, along a north line of said 143.133 acre tract and the south line of said 3.002 acre tract, for a distance of 390.70 feet, to a 5/8 inch iron rod found at the southeast corner of said 3.002 acre tract and being an interior corner of said 143.133 acre tract, being on a curve to the left, having a radius of 1062.00 feet, a central angle of $14^{\circ}38'22''$;

THENCE, along said curve to the left for an arc distance of 271.35 feet (Chord Bearing South $53^{\circ}35'19''$ East – 270.61 feet), to a calculated point at the point of tangency;

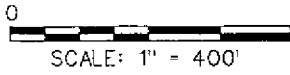
THENCE, South $60^{\circ}54'30''$ East, for a distance of 164.83 feet, to a calculate point at the point of curvature of a curve to the left, having a radius of 1060.00 feet, a central angle of $29^{\circ}05'30''$;

THENCE, along said curve to the left for an arc distance of 538.21 feet (Chord Bearing South $75^{\circ}27'15''$ East – 532.45 feet), to a calculated point at the point of tangency;

THENCE, South $90^{\circ}00'00''$ East, for a distance of 419.02 feet, to a calculated point at the point of curvature of a curve to the right, having a radius of 740.00 feet, a central angle of $26^{\circ}34'50''$;

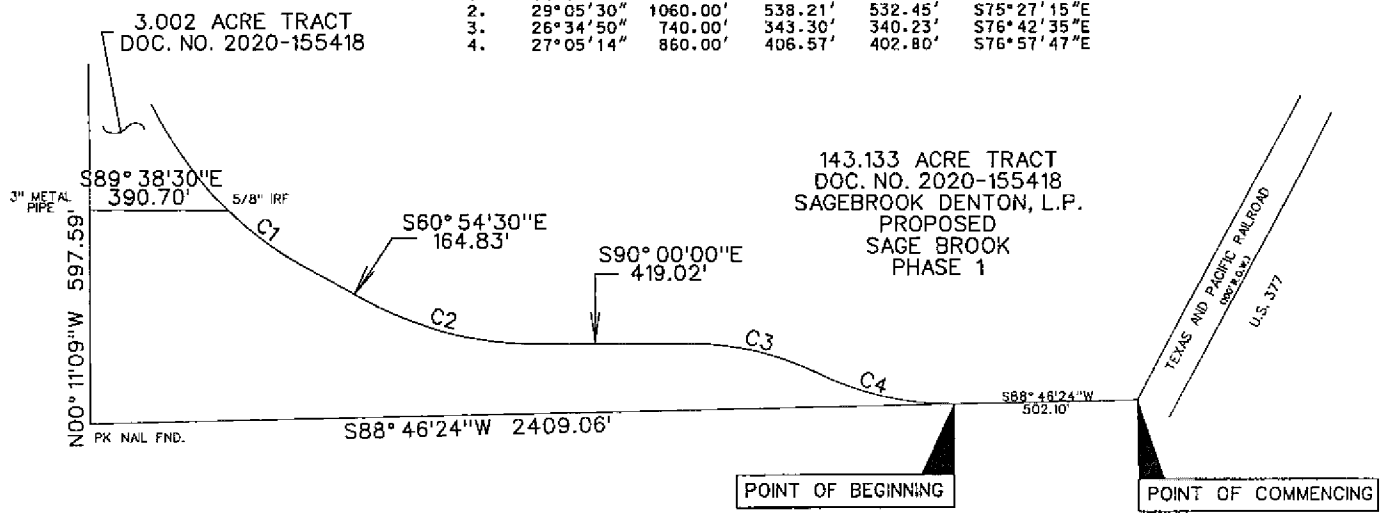
THENCE, along said curve to the right for an arc distance of 343.30 feet (Chord Bearing South $76^{\circ}42'35''$ East – 340.23 feet), at the point of reverse curvature of a curve to the left, having a radius of 860.00 feet, a central angle of $27^{\circ}05'14''$;

THENCE, along said curve to the left for an arc distance of 406.57 feet (Chord Bearing South $76^{\circ}57'47''$ East – 402.80 feet), to the POINT OF BEGINNING and containing 15.208 acres of land.



CURVE TABLE

CURVE NO.	DELTA	RADIUS	LENGTH	CHORD	BEARING
1.	14° 38' 22"	1062.00'	271.35'	270.61'	S53° 35' 19" E
2.	29° 05' 30"	1060.00'	538.21'	532.45'	S75° 27' 15" E
3.	26° 34' 50"	740.00'	343.30'	340.23'	S76° 42' 35" E
4.	27° 05' 14"	860.00'	406.57'	402.80'	S76° 57' 47" E



NOTE:

Bearings are referenced to 143.133 acre tract, as described in Doc. No. 2020-155418, in the Deed Records of Denton County, Texas.

EXHIBIT 'A' - SHEET 2 OF 2
PARK LAND DEDICATION - 15.208 AC.

SAGE BROOK PHASE 1
CITY OF DENTON
DENTON COUNTY, TEXAS

CORWIN ENGINEERING, INC.
200 W. Belmont, Suite E Allen, Texas 75013 (972) 396-1200
TBPLS*10031700

Upon Filing Return To:
City of Denton
Capital Projects – Real Estate
216 W. Mulberry Street
Denton, TX 76201

Property Tax Bills To:
City of Denton Finance Department
215 E. McKinney Street
Denton, Texas 76201

EXHIBIT "D"
Public Sidewalk Easement

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.

PUBLIC SIDEWALK EASEMENT

STATE OF TEXAS §

COUNTY OF DENTON § KNOW ALL MEN BY THESE PRESENTS

That Sagebrook Denton LP, (herein called "Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration to Grantor in hand paid by the City of Denton, a Texas Home Rule Municipal Corporation (herein called "Grantee"), 215 E. McKinney, Denton, Texas 76201, the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY, unto Grantee certain rights and interests in the nature of a public sidewalk and trail easement, for the benefit of the general public, in the form of sidewalk and recreational trails over and across the below-described property, for use by the public for the purpose of walking, running, hiking, bicycling, or traversing over, upon and across, and otherwise using such sidewalk and trails; together with the express right, but not the obligation, to construct, reconstruct and perpetually maintain a ten foot (10') wide sidewalk and recreational trail and necessary appurtenances thereto, including benches and trash receptacles, (the "Facilities") and maintain the easement area by clearing and removing vegetation, silt and debris therefrom, in, upon, over, under, above and across the below-described property, more particularly described as:

Lot 28, Block F; Lot 1, Block T; Lot 1, Block S; and Lot 86, Block J of the Sagebrook Phase 1 Addition, according to the final plat thereof recorded as Document No. 2021-_____, Plat Records of Denton County, Texas (collectively, the "Easement Property").

Grantor shall construct, own, and maintain the Facilities within the Easement Property and has the right to transfer this ownership and maintenance obligation to the homeowners' association for the Sagebrook Addition. Such maintenance shall be consistent with City maintenance standards and shall include, but is not limited to (a) keeping and maintaining all surfaces in good, safe, clean and sightly condition; (b) repairing holes and significant surface cracks; (c) resurfacing the damaged areas; and (d) removing snow, ice, surface water and debris. All costs and expenses related to the maintenance of the sidewalk on the Easement Property or any portion thereof will be borne by Developer, its successors and assigns.

Grantee shall have the right, but not the obligation, to enter the Easement Property for the purpose of constructing, reconstructing, installing, repairing, and perpetually maintaining the Facilities in, along, upon, under, over, and across said Easement Property.

And it is further agreed that the Grantee, in consideration of the benefits above set out, may remove from the Easement Property such buildings, fences, structures, signs, facilities, improvements and other obstructions as may now or hereafter be found upon said Easement Property that interfere with the use of the Facilities and dispose of any such buildings, fences, structures, signs, facilities, improvements, or obstructions in any manner it deems appropriate without liability to Grantee.

Furthermore, included in the easement rights granted herein is the free and uninterrupted use, liberty and privilege by the public for use, travel, passage and patrol of the Facilities and, without limitation, the free and uninterrupted use, liberty, passage, ingress, egress, and regress, at all times in, along, upon, under, over, and across the Easement Property to Grantee herein, its agents, employees, contractors, workmen, and representatives, for the purposes set forth herein, including, without limitation, the making additions to, improvements on and repairs to said Facilities or any part thereof.

Grantor further grants to Grantee the right to mark the location and area of the recreational public trails and associated Facilities on the Easement Property by suitable markers and/or informational signage set in the ground.

The easement herein granted shall run with the land in perpetuity and it is the intent and purpose of both parties to this easement to restrict and forbid any activity or use which would, as a natural consequence of such, impede or make more difficult use to the Easement Property for its intended purposes of public sidewalk and trails.

The easement, rights, and privileges granted herein are non-exclusive, and Grantor covenants that it will not convey a future conflicting easement or rights within the Easement Property.

TO HAVE AND TO HOLD the Easement Property unto the Grantee for the purposes herein set forth unto Grantee and Grantee's successors and assigns forever; and Grantor does hereby bind Grantor and Grantor's successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Easement Property and rights granted herein unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise.

EXECUTED the 21th day of August, 2021.

DEVELOPER:

Sagebrook Denton, LP
By: SBD General LLC, its General Partner

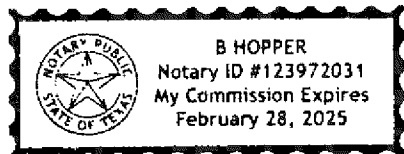
By: 
Robert J. Stancur
Title: Vice President

ACKNOWLEDGMENT

THE STATE OF Texas §
COUNTY OF Tarrant §

The foregoing Development Agreement was executed before me on the 27th day of August, 2021 by Robert J. Betancur, the Vice President of SBD General LLC, General Partner of Sagebrook Denton LP, a Texas limited partnership, in his capacity therein.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.



B. Hopper
Notary Public

B. Hopper
Printed Name
My commission expires: 2/28/2025
My commission is in Tarrant County.

Upon Filing Return To:
City of Denton
Capital Projects – Real Estate
216 W. Mulberry Street
Denton, TX 76201

Property Tax Bills To:
City of Denton Finance Department
215 E. McKinney Street
Denton, Texas 76201

LEGAL DESCRIPTION – Sheet 1 of 2
EXHIBIT 'A' – Public Sidewalk Easement

BEING, a tract of land situated in the B.B.B. & C.R.R. Survey, Abstract No. 160, being part of a 143.133 acre tract, as described in Doc. No. 2020-155418 in the Deed Records of Denton County, Texas, being more particularly described as follows:

COMMENCING, at a fence corner post found at the southeast corner of said 143.133 acre tract and being in the west line of Texas & Pacific Railroad (100' R.O.W.);

THENCE, North 33°18'55" West, for a distance of 2067.76 feet, at the POINT OF BEGINNING;

THENCE, North 45°00'39" West, for a distance of 7.78 feet, to a calculated point for corner;

THENCE, North 00°00'39" West, for a distance of 17.65 feet, to a calculated point at the point of curvature of a curve to the left, having a radius of 325.00 feet, a central angle of 09°58'14";

THENCE, along said curve to the left for an arc distance of 56.56 feet (Chord Bearing North 04°59'46" West – 56.48 feet), to a point of reverse curvature of a curve to the right, having a radius of 274.50 feet, a central angle of 06°44'43";

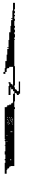
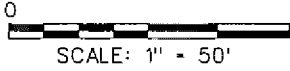
THENCE, along said curve to the right for an arc distance of 32.32 feet (Chord Bearing North 06°36'32" West – 32.30 feet), to a calculated point for corner;

THENCE, North 44°08'50" East, for a distance of 7.54 feet, to a point on a curve to the left, having radius of 269.00 feet, a central angle of 07°49'57";

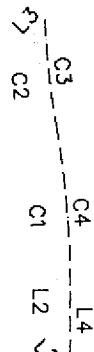
THENCE, along said curve to the left for an arc distance of 36.77 feet (Chord Bearing South 06°03'54" East – 36.75 feet), to a point of reverse curvature of a curve to the right, having a radius of 330.50 feet, a central angle of 09°58'14";

THENCE, along said curve to the right for an arc distance of 57.51 feet (Chord Bearing South 04°59'46" East – 57.44 feet), to a calculated point at the point of tangency;

THENCE, South 00°00'39" East, for a distance of 23.15 feet, to the POINT OF BEGINNING and containing 0.014 acres of land.



143.133 ACRE TRACT
 DOC. NO. 2020-155418
 SAGEBROOK DENTON, L.P.
 PROPOSED
 SAGE BROOK
 PHASE 1



CURVE TABLE

CURVE NO.	DELTA	RADIUS	LENGTH	CHORD	BEARING
1.	09°58'14"	325.00'	56.56'	56.48'	N04°59'46"W
2.	06°44'43"	274.50'	32.32'	32.30'	N06°36'32"W
3.	07°49'57"	269.00'	36.77'	36.75'	S06°03'54"E
4.	09°58'14"	330.50'	57.51'	57.44'	S04°59'46"E

LINE NO.	BEARING	DISTANCE
1.	N 45°00'39" W	7.78'
2.	N 00°00'39" W	17.65'
3.	N 44°08'50" E	7.54'
4.	S 00°00'39" E	23.15'

POINT OF BEGINNING

BIRCH LANE

NORTH OAKLEAF TRAIL

N32°48'52"W
2057.76'

TEXAS AND PACIFIC RAILROAD
REV. 12-24-84
 U.S. 377

POINT OF COMMENCING

NOTE:

Bearings are referenced to 143.133 acre tract, as described in Doc. No. 2020-155418, in the Deed Records of Denton County, Texas.

EXHIBIT 'A' - SHEET 2 OF 2
 PAE FOR 10' H&B TRAIL - 0.014 AC.



CORWIN ENGINEERING, INC.

200 W. Belmont, Suite E Allen, Texas 75013 (972) 396-1200
 TBPLS*10031700

SAGE BROOK PHASE 1
 CITY OF DENTON
 DENTON COUNTY, TEXAS

LEGAL DESCRIPTION – Sheet 1 of 2
EXHIBIT 'A' – Public Sidewalk Easement

BEING, a tract of land situated in the B.B.B. & C.R.R. Survey, Abstract No. 160, being part of a 143.133 acre tract, as described in Doc. No. 2020-155418 in the Deed Records of Denton County, Texas, being more particularly described as follows:

COMMENCING, at a fence corner post found at the southeast corner of said 143.133 acre tract and being in the west line of Texas & Pacific Railroad (100' R.O.W.);

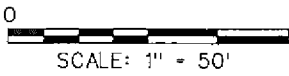
THENCE, North $76^{\circ}55'51''$ West, for a distance of 1294.97 feet, at the POINT OF BEGINNING;

THENCE, North $00^{\circ}00'00''$ East, for a distance of 127.00 feet, to a calculated point for corner;

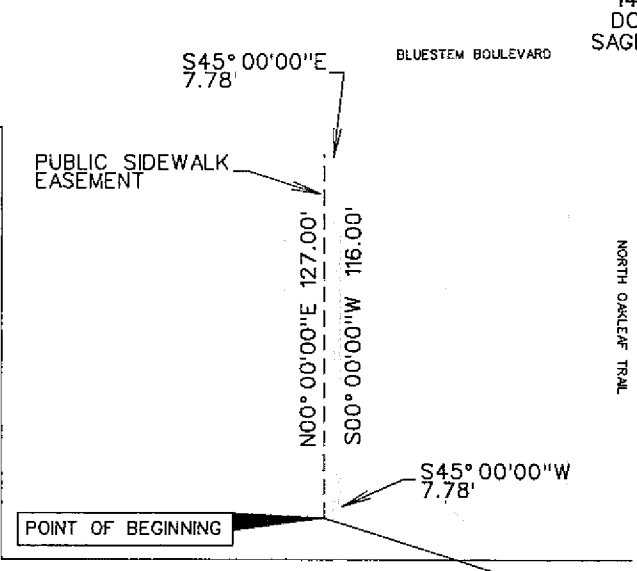
THENCE, South $45^{\circ}00'00''$ East, for a distance of 7.78 feet, to a calculated point for corner;

THENCE, South $00^{\circ}00'00''$ West, for a distance of 116.00 feet, to a calculated point for corner;

THENCE, South $45^{\circ}00'00''$ West, for a distance of 7.78 feet, to the POINT OF BEGINNING and containing 0.015 acres of land.



143.133 ACRE TRACT
 DOC. NO. 2020-155418
 SAGEBROOK DENTON, L.P.
 PROPOSED
 SAGE BROOK
 PHASE 1



BLUESTEM BOULEVARD

NORTH OAKLEAF TRAIL

PUBLIC SIDEWALK
 EASEMENT

POINT OF BEGINNING

143.133 ACRE TRACT
 DOC. NO. 2020-155418
 SAGEBROOK DENTON, L.P.

N76° 55' 41\"/>
 (294.97')

TEXAS AND PACIFIC RAILROAD
 (abandoned)
 U.S. 377

POINT OF COMMENCING

NOTE:

Bearings are referenced to 143.133 acre tract, as described in Doc. No. 2020-155418, in the Deed Records of Denton County, Texas.


 **CORWIN ENGINEERING, INC.**
 200 W. Belmont, Suite E Allen, Texas 75013 (972) 396-1200
 TBPLS*10031700

EXHIBIT 'A' - SHEET 2 OF 2
 PUBLIC SIDEWALK EASEMENT - 0.015 AC.
 SAGE BROOK PHASE 1
 CITY OF DENTON
 DENTON COUNTY, TEXAS

LEGAL DESCRIPTION – Sheet 1 of 3
EXHIBIT 'A' – Public Sidewalk Easement

BEING, a tract of land situated in the B.B.B. & C.R.R. Survey, Abstract No. 160, being part of a 143.133 acre tract, as described in Doc. No. 2020-155418 in the Deed Records of Denton County, Texas, being more particularly described as follows:

COMMENCING, at a fence corner post found at the southeast corner of said 143.133 acre tract and being in the west line of Texas & Pacific Railroad (100' R.O.W.);

THENCE, North 45°49'46" West, for a distance of 1637.40 feet, at the POINT OF BEGINNING;

THENCE, South 44°59'50" West, for a distance of 3.54 feet, to a calculated point for corner;

THENCE, South 89°59'21" West, for a distance of 19.15 feet, to a calculated point for corner;

THENCE, North 44°30'12" West, for a distance of 3.50 feet, to a calculated point for corner;

THENCE, North 89°59'21" East, for a distance of 9.58 feet, to a calculated point on a curve to the right, having a radius of 607.89 feet, a central angle of 16°02'44";

THENCE, along said curve to the right for an arc distance of 82.65 feet (Chord Bearing North 12°09'02" East – 82.59 feet), to a point of reverse curvature of a curve to the left, having a radius of 513.32 feet, a central angle of 25°26'03";

THENCE, along said curve to the left for an arc distance of 227.87 feet (Chord Bearing North 00°04'28" West – 226.00 feet), to a point of reverse curvature of a curve to the right, having a radius of 5690.00 feet, a central angle of 01°21'01";

THENCE, along said curve to the right for an arc distance of 134.09 feet (Chord Bearing North 12°06'59" West – 134.09 feet), to a point of compound curvature of a curve to the right, having a radius of 337.35 feet, a central angle of 14°52'51";

THENCE, along said curve to the right for an arc distance of 87.62 feet (Chord Bearing North 04°00'03" West – 87.37 feet), to a calculated point for corner;

THENCE, South 89°59'21" West, for a distance of 9.09 feet, to a calculated point for corner;

THENCE, North 43°56'44" East, for a distance of 3.47 feet, to a calculated point for corner;

THENCE, North 89°59'21" East, for a distance of 21.61 feet, to a calculated point for corner;

THENCE, South 45°00'39" East, for a distance of 3.54 feet, to a calculated point for corner;

THENCE, South $89^{\circ}59'21''$ West, for a distance of 5.42 feet, to a calculated point on a curve to the left, having a radius of 305.25 feet, a central angle of $15^{\circ}37'57''$;

THENCE, along said curve to the left for an arc distance of 82.28 feet (Chord Bearing South $03^{\circ}45'40''$ East – 83.03 feet), to a point of compound curvature of a curve to the left, having a radius of 5475.89 feet, a central angle of $01^{\circ}23'12''$;

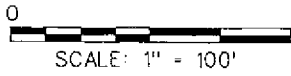
THENCE, along said curve to the left for an arc distance of 132.52 feet (Chord Bearing South $12^{\circ}18'32''$ East – 132.52 feet), to a point of reverse curvature of a curve to the right, having a radius of 525.32 feet, a central angle of $28^{\circ}01'12''$;

THENCE, along said curve to the right for an arc distance of 256.90 feet (Chord Bearing South $01^{\circ}00'28''$ West – 254.35 feet), to a point of reverse curvature of a curve to the left, having radius of 505.00 feet, a central angle of $06^{\circ}45'53''$;

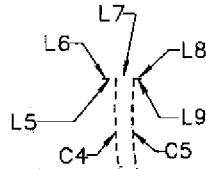
THENCE, along said curve to the left for an arc distance of 59.62 feet (Chord Bearing South $11^{\circ}38'07''$ West – 59.59 feet), to a calculated point for corner;

THENCE, North $89^{\circ}59'21''$ East, for a distance of 2.46 feet, to the POINT OF BEGINNING and containing 0.151 acres of land.

EXHIBIT 'A' - SHEET 3 OF 3
 PUBLIC SIDEWALK EASEMENT - 0.151 AC.
 SAGE BROOK PHASE 1
 CITY OF DENTON
 DENTON COUNTY, TEXAS



BIRCH LANE



LINE TABLE

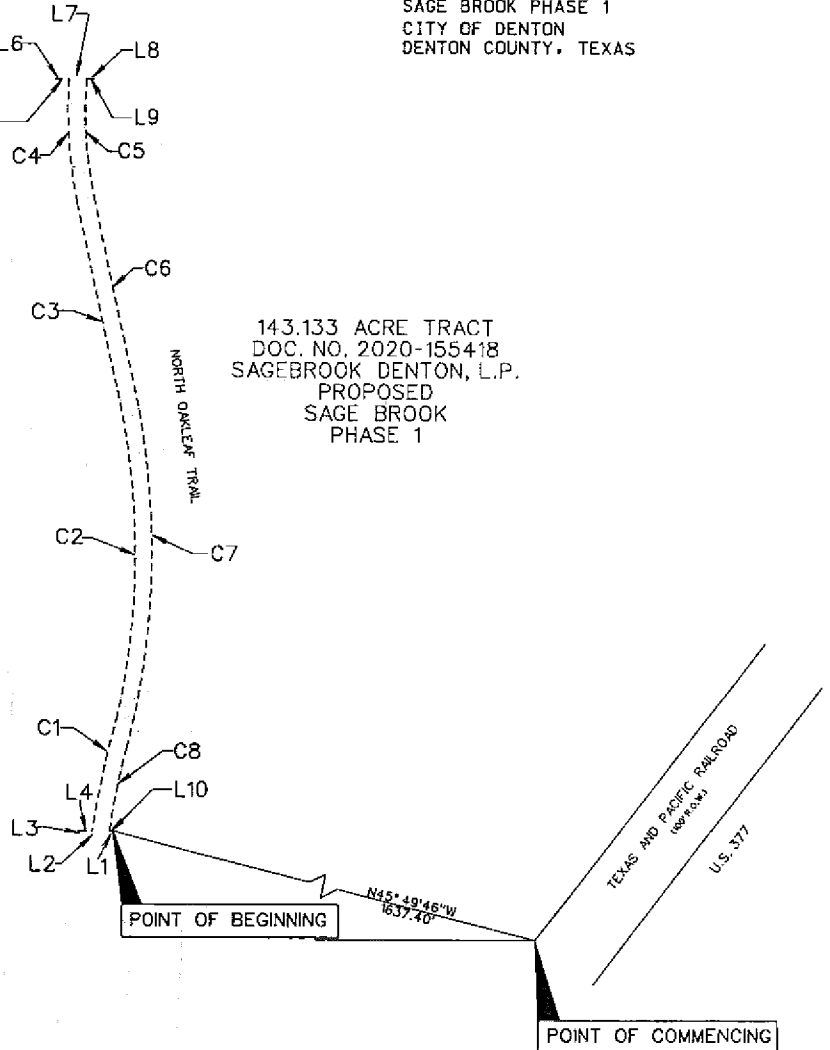
LINE NO.	BEARING	DISTANCE
1.	S 44°59'50" W	3.54'
2.	S 89°59'21" W	19.15'
3.	N 44°30'12" W	3.50'
4.	N 89°59'21" E	9.58'
5.	S 89°59'21" W	9.09'
6.	N 43°56'44" E	3.47'
7.	N 89°59'21" E	21.61'
8.	S 45°00'39" E	3.54'
9.	S 89°59'21" W	5.42'
10.	N 89°59'21" E	2.46'

CURVE TABLE

CURVE NO.	DELTA	RAIUS	LENGTH	CHORD	BEARING
1.	16°02'44"	607.89'	82.65'	82.59'	N12°09'02"E
2.	25°26'03"	513.32'	227.87'	226.00'	N00°04'28"W
3.	01°21'01"	5690.00'	134.09'	134.09'	N12°06'59"W
4.	14°52'51"	337.35'	87.62'	87.37'	N04°00'03"W
5.	15°37'57"	305.25'	82.28'	83.03'	S03°45'40"E
6.	01°23'12"	5475.89'	132.52'	132.52'	S12°18'32"E
7.	28°01'12"	525.32'	256.80'	254.35'	S01°00'28"W
8.	06°45'53"	505.00'	59.62'	59.59'	S11°38'07"W

143.133 ACRE TRACT
 DOC. NO. 2020-155418
 SAGEBROOK DENTON, L.P.
 PROPOSED
 SAGE BROOK
 PHASE 1

NORTH OAKLEAF TRAIL



NOTE:

Bearings are referenced to 143.133 acre tract, as described in Doc. No. 2020-155418, in the Dead Records of Denton County, Texas.



CORWIN ENGINEERING, INC.

200 W. Belmont, Suite E Allen, Texas 75013 (972) 396-1200
 TBPLS*100,31700

LEGAL DESCRIPTION – Sheet 1 of 3
EXHIBIT 'A' – Public Sidewalk Easement

BEING, a tract of land situated in the B.B.B. & C.R.R. Survey, Abstract No. 160, being part of a 143.133 acre tract, as described in Doc. No. 2020-155418 in the Deed Records of Denton County, Texas, being more particularly described as follows:

COMMENCING, at a fence corner post found at the southeast corner of said 143.133 acre tract and being in the west line of Texas & Pacific Railroad (100' R.O.W.);

THENCE, North $67^{\circ}59'18''$ West, for a distance of 1283.33 feet, at the POINT OF BEGINNING;

THENCE, South $45^{\circ}00'00''$ West, for a distance of 2.35 feet, to a calculated point for corner;

THENCE, South $90^{\circ}00'00''$ West, for a distance of 12.49 feet, to a calculated point for corner;

THENCE, North $45^{\circ}00'00''$ West, for a distance of 10.61 feet, to a calculated point for corner;

THENCE, South $90^{\circ}00'00''$ East, for a distance of 9.63 feet, to a calculated point for corner;

THENCE, North $00^{\circ}00'00''$ East, for a distance of 7.89 feet, to a calculated point at the point of curvature of a curve to the left, having a radius of 724.76 feet, a central angle of $11^{\circ}39'06''$;

THENCE, along said curve to the left for an arc distance of 147.39 feet (Chord Bearing North $06^{\circ}05'06''$ West – 147.13 feet), to a point of reverse curvature of a curve to the right, having a radius of 529.41 feet, a central angle of $28^{\circ}10'16''$;

THENCE, along said curve to the right for an arc distance of 186.77 feet (Chord Bearing North $01^{\circ}24'47''$ West – 200.59 feet), to a point of a compound curvature of a curve to the right, having a radius of 101.00 feet, a central angle of $08^{\circ}39'06''$;

THENCE, along said curve to the right for an arc distance of 15.25 feet (Chord Bearing North $11^{\circ}56'04''$ East – 15.24 feet), to a point of reverse curvature of a curve to the left, having a radius of 501.50 feet, a central angle of $16^{\circ}08'23''$;

THENCE, along said curve to the left for an arc distance of 141.27 feet (Chord Bearing North $08^{\circ}11'26''$ East – 140.80 feet), to a point of reverse curvature of a curve to the right, having a radius of 624.98 feet, a central angle of $07^{\circ}12'43''$;

THENCE, along said curve to the right for an arc distance of 71.99 feet (Chord Bearing North $04^{\circ}01'56''$ East – 71.96 feet), to a point of reverse curvature of a curve to the left, having a radius of 99.00 feet, a central angle of $08^{\circ}27'05''$;

THENCE, along said curve to the left for an arc distance of 14.63 feet (Chord Bearing North $03^{\circ}06'06''$ East – 14.59 feet), to a calculated point at the point of tangency;

THENCE, North $01^{\circ}07'07''$ West, for a distance of 18.67 feet, to a calculated point for corner;

THENCE, South $89^{\circ}59'21''$ West, for a distance of 1.80 feet, to a calculated point for corner;

THENCE, North $44^{\circ}59'21''$ East, for a distance of 3.54 feet, to a calculated point for corner;

THENCE, North $89^{\circ}59'21''$ East, for a distance of 19.17 feet, to a calculated point for corner;

THENCE, South $44^{\circ}33'29''$ East, for a distance of 3.51 feet, to a calculated point for corner;

THENCE, South $89^{\circ}59'21''$ West, for a distance of 10.33 feet, to a calculated point for corner;

THENCE, South $01^{\circ}06'16''$ East, for a distance of 13.58 feet, to a calculated point at the point of curvature of a curve to the right, having a radius of 101.00 feet, a central angle of $08^{\circ}42'09''$;

THENCE, along said curve to the right for an arc distance of 15.34 feet (Chord Bearing South $03^{\circ}14'28''$ West – 15.34 feet), to a point of reverse curvature of a curve to the left, having a radius of 570.72 feet, a central angle of $07^{\circ}07'53''$;

THENCE, along said curve to the left for an arc distance of 71.04 feet (Chord Bearing South $04^{\circ}01'36''$ West – 70.99 feet), to a point reverse curvature of a curve to the right, having a radius of 513.50 feet, a central angle of $16^{\circ}04'23''$;

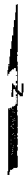
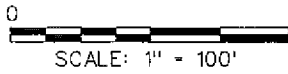
THENCE, along said curve to the right for an arc distance of 144.05 feet (Chord Bearing South $08^{\circ}09'28''$ West – 143.58 feet), to a point of reverse curvature of a curve to the left, having a radius of 99.00 feet, a central angle of $08^{\circ}38'04''$;

THENCE, along said curve to the left for an arc distance of 14.92 feet (Chord Bearing South $11^{\circ}52'38''$ West – 14.91 feet), to a point of compound curvature of a curve to the left, having a radius of 511.50 feet, a central angle of $19^{\circ}02'49''$;

THENCE, along said curve to the left for an arc distance of 170.04 feet (Chord Bearing South $01^{\circ}57'49''$ East – 169.26 feet), to a point of reverse curvature curve to the right, having a radius of 833.35 feet, a central angle of $12^{\circ}03'07''$;

THENCE, along said curve to the right for an arc distance of 175.29 feet (Chord Bearing South $05^{\circ}57'02''$ East – 174.97 feet), to the POINT OF BEGINNING and containing 0.169 acres of land.

EXHIBIT 'A' - SHEET 3 OF 3
 PUBLIC SIDEWALK EASEMENT - 0.169 AC.
 SAGE BROOK PHASE 1
 CITY OF DENTON
 DENTON COUNTY, TEXAS



LINE TABLE

LINE NO.	BEARING	DISTANCE
1.	S 45°00'00" W	2.35'
2.	S 90°00'00" W	12.49'
3.	N 45°00'00" W	10.61'
4.	S 90°00'00" E	9.63'
5.	N 00°00'00" E	7.89'
6.	N 01°07'07" W	18.67'
7.	S 89°59'21" W	1.80'
8.	N 44°59'21" E	3.54'
9.	N 89°59'21" E	19.17'
10.	S 44°33'29" E	3.51'
11.	S 89°59'21" W	10.33'
12.	S 01°06'16" E	13.58'

CURVE TABLE

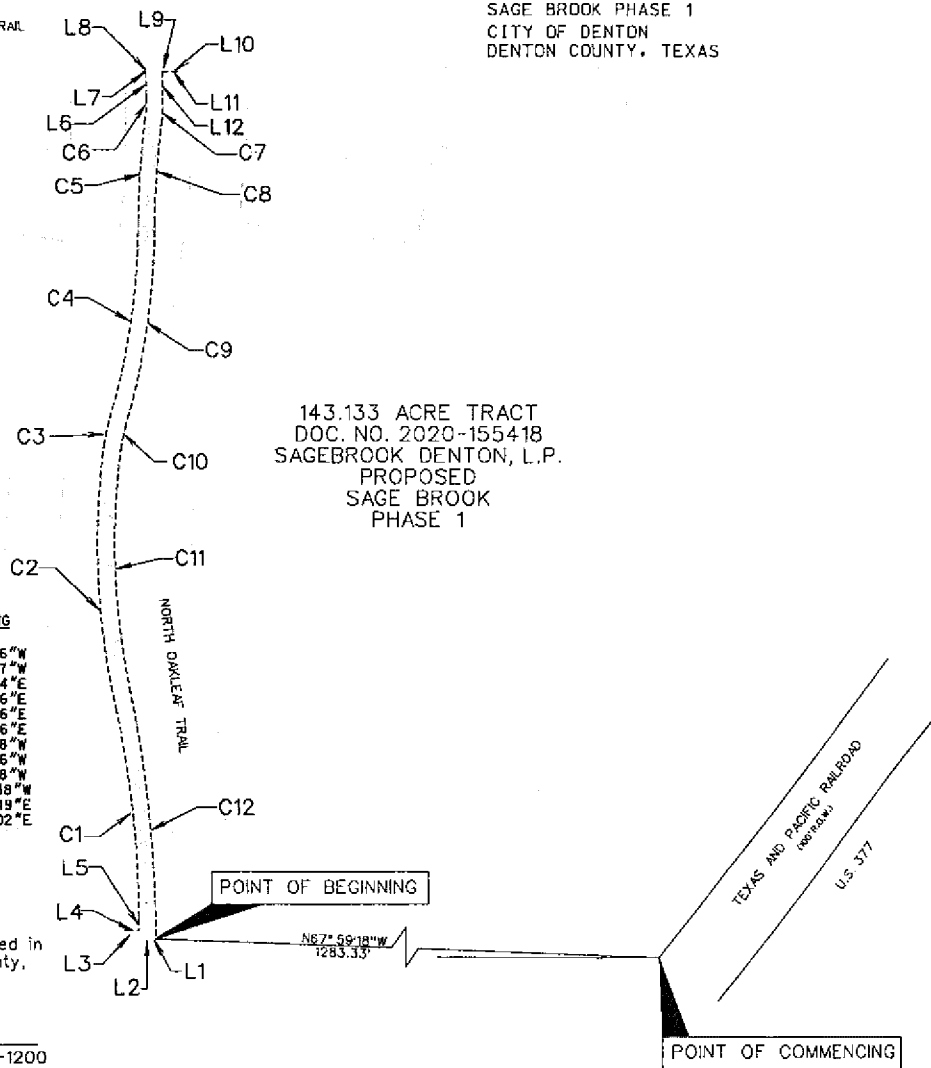
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD	BEARING
1.	11°39'06"	724.76'	147.39'	147.13'	N06°05'06"W
2.	28°10'16"	529.41'	186.77'	200.99'	N01°24'41"W
3.	08°39'06"	101.00'	15.25'	15.24'	N11°56'04"E
4.	16°08'23"	501.50'	141.27'	140.80'	N08°11'26"E
5.	07°12'43"	624.98'	71.99'	71.96'	N04°01'56"E
6.	08°27'05"	99.00'	14.63'	14.59'	N03°06'06"E
7.	08°42'09"	101.00'	15.34'	15.34'	S03°14'28"W
8.	07°07'53"	570.72'	71.04'	70.99'	S04°01'36"W
9.	16°04'23"	513.50'	144.05'	143.58'	S08°09'28"W
10.	08°38'04"	99.00'	14.92'	14.91'	S11°52'38"W
11.	19°02'49"	511.50'	170.04'	169.26'	S01°57'49"E
12.	12°03'07"	833.35'	175.29'	174.97'	S05°57'02"E

NOTE:

Bearings are referenced to 143.133 acre tract, as described in Doc. No. 2020-155418, in the Deed Records of Denton County, Texas.



CORWIN ENGINEERING, INC.
 200 W. Belmont, Suite E Allen, Texas 75013 (972) 396-1200
 TBPLS*10031700



143.133 ACRE TRACT
 DOC. NO. 2020-155418
 SAGEBROOK DENTON, L.P.
 PROPOSED
 SAGE BROOK
 PHASE 1

POINT OF BEGINNING

POINT OF COMMENCING

LEGAL DESCRIPTION – Sheet 1 of 3
EXHIBIT 'A' – Public Sidewalk Easement

BEING, a tract of land situated in the B.B.B. & C.R.R. Survey, Abstract No. 160, being part of a 143.133 acre tract, as described in Doc. No. 2020-155418 in the Deed Records of Denton County, Texas, being more particularly described as follows:

COMMENCING, at a fence corner post found at the southeast corner of said 143.133 acre tract and being in the west line of Texas & Pacific Railroad (100' R.O.W.);

THENCE, North 70°41'16" West, for a distance of 1281.54 feet, at the POINT OF BEGINNING;

THENCE, North 70°41'16" West, for a distance of 7.78 feet, to a calculated point for corner;

THENCE, South 90°00'00" East, for a distance of 12.49 feet, to a calculated point for corner;

THENCE, South 45°00'00" East, for a distance of 7.78 feet, to a calculated point for corner;

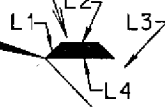
THENCE, North 90°00'00" West, for a distance of 23.49 feet, to the POINT OF BEGINNING and containing 98.92 square feet of land.

0
SCALE: 1" = 50'

BLUESTEM BOULEVARD

POINT OF BEGINNING

PUBLIC SIDEWALK EASEMENT



NORTH OAKLEAF TRAIL

143.133 ACRE TRACT
DOC. NO. 2020-155418
SAGEBROOK DENTON, L.P.
PROPOSED
SAGE BROOK
PHASE 1

143.133 ACRE TRACT
DOC. NO. 2020-155418
SAGEBROOK DENTON, L.P.

LINE TABLE

LINE NO.	BEARING	DISTANCE
1.	N 45°00'00" E	7.76'
2.	S 90°00'00" E	12.49'
3.	S 45°00'00" E	7.78'
4.	N 90°00'00" W	23.49'

NOTE:

Bearings are referenced to 143.133 acre tract, as described in Doc. No. 2020-155418, in the Deed Records of Denton County, Texas.

 **CORWIN ENGINEERING, INC.**
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EXHIBIT 'A' - SHEET 2 OF 2
PUBLIC SIDEWALK EASEMENT - 98.92 S.F.

SAGE BROOK PHASE 1
CITY OF DENTON
DENTON COUNTY, TEXAS

POINT OF COMMENCING

N70°41'12" W
1287.35'

TEXAS AND PACIFIC RAILROAD
(1874-1904)
U.S. 377

LEGAL DESCRIPTION – Sheet 1 of 2
EXHIBIT 'A' – Public Sidewalk Easement

BEING, a tract of land situated in the B.B.B. & C.R.R. Survey, Abstract No. 160, being part of a 143.133 acre tract, as described in Doc. No. 2020-155418 in the Deed Records of Denton County, Texas, being more particularly described as follows:

COMMENCING, at a fence corner post found at the southeast corner of said 143.133 acre tract and being in the west line of Texas & Pacific Railroad (100' R.O.W.);

THENCE, North 34°40'45" West, for a distance of 2092.70 feet, at the POINT OF BEGINNING;

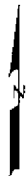
THENCE, South 44°59'21" West, for a distance of 3.54 feet, to a calculated point for corner;

THENCE, South 89°59'21" West, for a distance of 19.62 feet, to a calculated point for corner;

THENCE, North 45°00'39" West, for a distance of 3.54 feet, to a calculated point for corner;

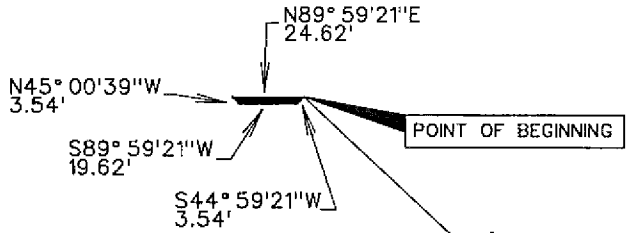
THENCE, North 89°59'21" East, for a distance of 24.62 feet, to the POINT OF BEGINNING and containing 55.31 square feet of land.

0
SCALE: 1" = 50'



143.133 ACRE TRACT
DOC. NO. 2020-155418
SAGEBROOK DENTON, L.P.
PROPOSED
SAGE BROOK
PHASE 1

BIRCH LANE



NORTH OAKLEAF TRAIL

N124° 50' 45\"/>

TEXAS AND PACIFIC RAILROAD
1887 (2003)

U.S. 377

POINT OF COMMENCING

NOTE:

Bearings are referenced to 143.133 acre tract, as described in Doc. No. 2020-155418, in the Deed Records of Denton County, Texas.



CORWIN ENGINEERING, INC.

200 W. Belmont, Suite E Allen, Texas 75013 (972) 396-1200
TBPLS*10031700

EXHIBIT 'A' - SHEET 2 OF 2
PUBLIC SIDEWALK EASEMENT - 55.31 S.F.

SAGE BROOK PHASE 1
CITY OF DENTON
DENTON COUNTY, TEXAS