

OWNERS CERTIFICATE

STATE OF TEXAS §  
COUNTY OF DENTON §

WHEREAS, Smith 37, LLC, John L. Smith and Dorothy Elaine Smith (Trustees), Michael and Laree Smith, and Wallace B. Duke, are the owners of a 31.5091 acre (1,372,538 square foot) tract of land situated in the Nathan Wade Survey, Abstract No. 1407, Denton County, Texas, and described in deeds recorded in Instrument Nos. 2012-104468, 2013-62126, 2003-190972, 2002-95801, Official Public Records, Denton County, Texas, and in Volume 588, Page 599, Deed Records, Denton County, Texas, and being all of Lot 1, Block 1, John Smith Addition, an addition to the City of Denton according to the plat recorded in Cabinet D, Page 288, Plat Records, Denton County, Texas, and being more particularly described as follows:

**BEGINNING** at a 5/8-inch iron rod with cap stamped "PJB SURVEYING" found at the northwest corner of a called 30.672 acre tract of land described in the said deed recorded in Instrument No. 2013-62126, and being an interior corner of Lot 1, Block A, Bonnie Brae High School Addition, an addition to the city of Denton according to the plat recorded in Instrument No. 2020-113, said Official Public Records;

**THENCE** South 89°43'54" East, along the northernmost south line of said Lot 1, Block A, Bonnie Brae High School Addition, at a distance of 896.92 feet passing a 5/8-inch iron rod with cap stamped "Gorronдона & Associates" found at the northernmost southeast corner of said Lot 1, from which a 5/8-inch iron rod with cap stamped "TNP" found bears North 37°03'06" West, a distance of 0.50 feet, and at a distance of 963.10 passing a 5/8-inch iron rod with cap stamped "TNP" and continuing in all a total distance of 990.65 feet to a 60D nail found for corner in the approximate centerline of Bonnie Brae Street, a variable width public right-of-way, being at the northeast corner of the said called 30.672 acre tract from which a mag nail found bears North 10°01'06" West, a distance of 0.07 feet;

**THENCE** South 00°26'28" West, along the east line of the said called 30.672 acre tract, and along the said approximate centerline, a distance of 252.63 feet to a point for corner, being the northeast corner of a called 0.327 acre tract of land described in the Judgement to the City of Denton recorded in Instrument No. 2022-163479, said Official Public Records, from which a 60D nail found bears South 89°36'57" East, a distance of 2.36 feet;

**THENCE** North 89°36'57" West, departing the said east line, along the north line of the said called 0.327 acre tract, a distance of 94.65 feet to a 5/8-inch iron rod with cap stamped "Gorronдона & Associates" found for the northwest corner of the said called 0.327 acre tract, from which a 5/8-inch iron rod with cap stamped "TNP" found bears South 30°48'30" East, a distance of 0.04 feet;

**THENCE** South 00°38'55" West, along the west line of the said called 0.327 acre tract, at a distance of 150.00 feet passing the northwest corner of a called 0.361 acre tract of land described in Deed to the City of Denton recorded in Instrument No. 2021-126517, said Official Public Records, and continuing along the west line of the said called 0.361 acre tract a total distance of 156.16 feet to a 5/8-inch iron rod with cap stamped "KHA" set for corner;

**THENCE** South 03°56'51" West, continuing along the said west line, a distance of 152.13 feet to a 5/8-inch iron rod with cap stamped "GORRONDONA & ASSOCIATESS" found for corner in the north line of said Lot 1;

**THENCE** South 89°36'56" East, along the said north line, a distance of 104.52 feet to a 5/8-inch iron rod with cap stamped "KHA" set for corner in the aforementioned approximate centerline of Bonnie Brae Street, and being in the aforementioned east line of a called 30.672 acre tract;

**THENCE** South 00°26'28" West, along the said approximate centerline, and the said east line, a distance of 893.10 feet to a 5/8-inch iron rod with cap stamped "KHA" set for corner, being the easternmost southeast corner of that certain tract of land described in the said deed recorded in Instrument No. 2012-104468;

**THENCE** North 89°17'56" West, departing the said approximate centerline, along a south line of that said certain tract of land described in the deed recorded in Instrument No. 2012-104468, a distance of 29.63 feet to a steel fence post found for corner, being the southeast corner of a called 0.274 acre tract described in Special Warranty Deed to the City of Denton recorded in Instrument No. 2022-146245, said Official Public Records;

**THENCE** North 00°09'12" East, along the east line of the said called 0.274 acre tract, a distance of 150.55 feet to a steel fence post found for corner, being the northeast corner of the said called 0.274 acre tract;

**THENCE** North 89°22'09" West, along the north line of the said called 0.274 acre tract, at a distance of 78.54 passing a 5/8-inch iron rod with cap stamped "GORRONDONA & ASSOCIATES" found for the northwest corner of the said called 0.274 acre tract, and continuing along the north line of that certain tract of land described in General Warranty Deed with Vendor's Lien to Adam Kunzman recorded in Volume 2913, Page 1027, said Deed Records, in all a total distance of 221.81 feet to steel fence post found for corner, being the northwest corner of the said Adam Kunzman tract;

**THENCE** South 00°35'11" West, along the west line of the said Adam Kunzman tract, a distance of 150.09 feet to a steel fence post found for corner, being the southwest corner of the said Adam Kunzman tract, and being in the north line of a called 4.979 acre tract of land described in General Warranty Deed with Vendor's Lien to R. Eric Fullerton and spouse, Maria R. Fullerton recorded in Instrument No. 1995-8696, said Official Public Records;

**THENCE** North 89°15'30" West, along the said north line, a distance of 676.92 feet to a 1/2-inch iron rod found for corner, being at northwest corner of the said called 4.979 acre tract, and being a northeast corner of aforementioned Lot 1, Block A, Bonnie Brae High School Addition, an addition to the city of Denton according to the plat recorded in Instrument No. 2020-113, said Official Public Records;

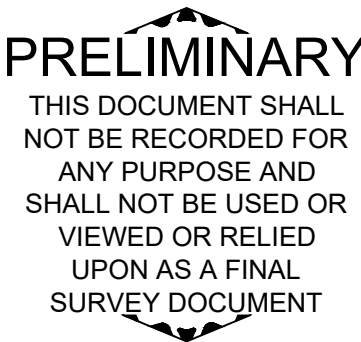
**THENCE** North 88°42'27" West, along a north line of said Lot 1, a distance of 61.02 feet to a 1/2-inch iron rod found for corner, being an interior corner of said Lot 1;

**THENCE** North 00°26'07" East, along the east line of said Lot 1, a distance of 1,444.95 feet to the **POINT OF BEGINNING** and containing 1,372,538 square feet or 31.5091 acres of land, more or less.

SURVEYOR'S CERTIFICATION

That I, Joshua D. Wargo, do hereby certify that I prepared this plat and the field notes made a part thereof from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the Subdivision regulations of the City of Denton, Texas.

Joshua D. Wargo  
Registered Professional Land Surveyor No. 6391  
Kimley-Horn and Associates, Inc.  
801 Cherry Street, Unit 11, Suite 1300  
Fort Worth, Texas 76102  
Ph. 817-335-6511  
josh.wargo@kimley-horn.com



STATE OF TEXAS §  
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Joshua D. Wargo, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_, 2024.

Notary Public in and for the State of Texas

OWNER'S DEDICATION

STATE OF TEXAS §  
COUNTY OF DENTON §

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

**THAT, SMITH 37, LLC, JOHN L. SMITH AND DOROTHY ELAINE SMITH (TRUSTEES), MICHAEL AND LAREE SMITH, AND WALLACE B. DUKE,** does hereby adopt this plat designating the herein described property as **LOT 1, BLOCK 1, JEFFERSON BONNIE BRAE**, an addition to the City of Denton, Denton County, Texas, and does hereby dedicate to the public use forever the streets, alleys, and rights-of-way shown thereon, and does hereby reserve the easement strips shown on this plat for the mutual use and accommodations of all public utilities desiring to or using same. Any public utility shall have the right to remove and keep removed all or part of any building, fence, trees, shrubs or other growths or improvements which in any way endangers or interferes with the construction, maintenance, or efficiency of its respective systems on any of these easement strips, and any public utility shall, at all times, have the right of ingress and egress to and from and upon the said easement strips for the purpose of construction, reconstruction, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the necessity at any time procuring permission of anyone.

This plat is hereby adopted by the owner and approved by the City of Denton (called -City-) subject to the following conditions that shall be binding upon the owners, their heirs, grantees, and successors. The Drainage Easement within the limits of this addition, shall remain open at all times and will be maintained in a safe and sanitary condition by the owners of the lot or lots that are traversed by or adjacent to the Drainage Easement. The City will not be responsible for the maintenance and operation of said easement or for any damage to private property or person that results from conditions in the easement, or for the control of erosion. No obstruction to the natural flow of storm water run-off shall be permitted by construction of any type of building, fence or any other structure within the Drainage Easement, as herein above defined, unless approved by the City. The owners shall keep the drainage and detention easement clear and free of debris, silt, and any substance that would result in unsanitary conditions or obstruct the flow of water. And, the City shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance by the owners to alleviate any undesirable conditions that may occur. Furthermore, the City shall have the right, but not the obligation, to enter upon the above-described drainage and detention easement to remove any obstruction to the flow of water, after giving the owners written notice of such obstruction and owners fail to remove such obstruction. Should the City of Denton be compelled to remove any obstruction to the flow of water, after giving the owners written notice of such obstruction and owners fail to remove such obstruction, the City of Denton shall be reimbursed by the owners reasonable costs for labor, materials, and equipment for each instance. The natural drainage through the Drainage Easement is subject to storm water overflow and natural bank erosion to an extent that cannot be definitely defined. The City shall not be held liable for any damages of any nature resulting from the occurrence of these natural phenomena or resulting from the failure of any structure or structures, within the easement or otherwise.

WITNESS MY HAND, this \_\_\_\_ day of \_\_\_\_, 2024.

BY: **SMITH 37, LLC**

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

BY: **JOHN L. SMITH AND DOROTHY ELAINE SMITH (TRUSTEES)**

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

BY: **MICHAEL AND LAREE SMITH**

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

BY: **WALLACE B. DUKE**

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

STATE OF TEXAS §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_, 2024.

Notary Public in and for the State of Texas

STATE OF TEXAS §  
COUNTY OF \_\_\_\_\_ §

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Notary Public in and for the State of Texas

NOTES:

- The bearing system for this survey is based on the Texas Coordinate System of 1983, North Central Zone 4202 based on observations made on February 13, 2023. Coordinates have been scaled to surface values using a surface adjustment factor of 1.00015063.
- All lot corners are 5/8-inch iron rods set with cap stamped "KHA" unless stated otherwise.
- Private improvements cannot encroach onto existing public easements.
- The purpose of this plat is to create one (1) lot.
- Water and sewer services will be provided through the City of Denton.
- According to Map No. 48121C0360G, dated April 18, 2011 of the National Flood Insurance Program Map, Flood Insurance Rate Map of Denton County, Texas, Federal Emergency Management Agency, Federal Insurance Administration, this property is not within a special flood hazard area. If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.
- Prior to acceptance of any public drainage facilities, all easements within which the facilities are located shall be cleared of all buildings, structures, fences or other obstacles that would interfere with access to the easements.
- Gas wells and production equipment are located on Lot 1. There is a possibility that new wells may be drilled and fracture stimulated on the drilling and production site, as well as the possibility that gas wells on the drilling and production site may be re-drilled and/or re-frature stimulated in the future.
- Discharge from any detention pond outfall or storm drain outfall may require an offsite drainage easement to accommodate the flow. If an offsite drainage easement is required, a study shall made of the off-site property to determine the size of the drainage easement to accommodate the flow.
- The Drainage easement within the limits of this addition, shall be maintained in a safe and sanitary condition by the owner, as applicable. The city will not be responsible for the maintenance and operation of said easement or for any damage to private property or person that results from conditions in the easement or to the control of erosion, No obstruction to the natural flow of storm water run-off shall be permitted by construction of any type of building, fence or any other structure within the drainage easement, unless approved by the city. The owner shall keep the drainage easement clear and free of debris, silt, and any substance that would result in unnecessary conditions of obstruct the flow of water. The city shall have the right to ingress and egress for the purpose of inspection and supervision of maintenance by the owner to alleviate any undesirable condition that may occur.
- The City and County, including their agents and employees, have the right of immediate access to the Common Areas at all times, if necessary, for the welfare or protection of the public, to enforce City/County ordinances, or to improve the appearance of or to preserve public property, public easements, or public rights of way. If the Association fails to maintain the Common Areas to a standard acceptable to the County or City, the County or City may give the Association a written demand for maintenance. If the Association fails or refuses to perform the maintenance within a reasonable period of time after receiving the County's/City's written demand (at least 90 days), the County or City may maintain the Common Areas at the expense of the Association after giving written notice of its intent to do so to the Association. The County or City may give its notices and demands to any officer, director, or agent of the Association, or alternatively, to each owner of a Lot as shown on the County's tax rolls. To fund the County's or City's cost of maintaining the Common Areas, the County or City may levy assessments against the lots and owners in the same manner as if the Association levied a special assessment. The rights of the County or City under this Section are in addition to other rights and remedies provided by law.
- A Tree Survey and Preservation Plan will be required to proceed with Building Permits on the subject site. Minimum Tree Preservation requirements of the Denton Developmental Code Section 7.7.4. must be met prior to the release of any permits.

LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE		
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH	NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
L1	N89°36'57"W	94.65'	L24	N00°26'07"E	287.02'	L47	N89°33'53"W	215.13'	L70	S89°33'53"E	81.24'
L2	S00°38'55"W	156.16'	L25	N89°33'53"W	99.18'	L48	N89°33'53"W	16.06'	L71	N00°26'07"E	71.02'
L3	S03°56'51"W	152.13'	L26	N89°33'53"W	80.00'	L49	S00°26'07"W	17.00'	L72	S74°26'29"E	236.58'
L4	S89°36'56"E	104.52'	L27	S00°26'07"W	234.02'	L50	S89°33'53"E	15.99'	L73	S00°26'07"W	109.96'
L5	N89°17'56"W	29.63'	L28	S89°33'53"E	80.00'	L51	N06°09'25"E	68.48'	L74	S89°33'53"E	348.36'
L6	N88°42'27"W	61.02'	L29	N00°26'07"E	234.02'	L52	N09°27'32"W	37.46'	L75	N89°33'53"W	26.00'
L7	N89°33'53"W	321.43'	L30	N89°33'53"W	65.56'	L53	N89°33'53"W	25.05'	L76	N00°26'07"E	26.00'
L8	S00°26'07"W	218.41'	L31	S00°26'07"W	134.08'	L54	S00°26'07"W	11.50'	L77	S00°26'07"W	26.00'
L9	N89°33'53"W	65.56'	L32	N89°33'53"W	268.13'	L55	S00°26'07"W	5.50'	L78	N00°26'07"E	26.00'
L10	N00°26'07"E	226.92'	L33	S00°26'07"W	51.50'	L56	S89°33'53"E	16.00'	L79	S00°26'07"W	26.00'
L11	N89°33'53"W	324.13'	L34	S89°33'53"E	459.00'	L57	N00°26'07"E	5.42'	L80	S00°26'07"W	26.00'
L12	S00°26'07"W	221.00'	L35	N00°26'07"E	11.66'	L58	N89°33'53"W	350.27'	L81	S00°26'07"W	26.00'
L13	S89°33'53"E	271.13'	L36	N59°33'53"W	56.93'	L59	S00°26'07"W	120.90'	L82	N00°00'00"E	26.00'
L14	S00°26'07"W	54.00'	L37	N00°26'07"E	103.97'	L60	N74°26'29"W	236.58'	L83	N89°15'16"W	5.97'
L15	N89°33'53"W	268.13'	L38	S89°33'53"E	215.13'	L61	N00°26'07"E	91.17'	L84	N00°44'44"E	41.04'
L16	S00°26'07"W	346.03'	L39	N89°33'53"W	215.13'	L62	N89°33'53"W	160.73'	L85	N00°43'27"E	90.81'
L17	S89°33'53"E	571.00'	L40	N89°33'53"W	459.00'	L63	S00°26'07"W	65.84'	L86	N03°56'51"E	20.76'
L18	N00°26'07"E	143.48'	L41	S00°26'07"W	13.53'	L64	S45°50'35"E	12.88'	L87	S86°03'09"E	6.00'
L19	S89°33'53"E	168.31'	L42	S89°33'53"E	459.00'	L65	S44°09'25"W	36.33'	L88	N89°21'05"W	6.00'
L20	N89°33'53"W	190.30'	L43	N00°26'07"E	13.53'	L66	S45°50'35"E	25.00'	L89	N00°38'55"E	106.79'
L21	N59°33'53"W	81.35'	L44	S00°26'07"W	112.00'	L67	N44°09'25"E	36.33'	L90	S89°21'05"E	6.00'
L22	N00°26'07"E	32.36'	L45	S89°33'53"E	215.13'	L68	S45°50'35"E	49.08'			
L23	S89°33'53"E	133.00'	L46	N00°26'07"E	112.00'	L69	S00°26'07"W	40.00'			

CURVE TABLE						CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD	NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	18°40'21"	20.00'	6.52'	S81°05'57"W	6.49'	C23	90°00'00"	30.00'	47.12'	S44°33'53"E	42.43'
C2	90°00'00"	30.00'	47.12'	S45°26'07"W	42.43'	C24	90°00'00"	30.00'	47.12'	N45°26'07"E	42.43'
C3	90°00'00"	30.00'	47.12'	N44°33'53"W	42.43'	C25	60°00'01"	30.00'	31.42'	N29°33'53"W	30.00'
C4	90°00'00"	3.00'	4.71'	S45°26'07"W	4.24'	C26	60°00'00"	56.00'	58.64'	N29°33'53"W	56.00'
C5	90°00'00"	30.00'	47.12'	S44°33'53"E	42.43'	C27	180°00'00"	30.00'	94.25'	N00°26'07"W	60.00'
C6	90°00'00"	30.00'	47.12'	S45°26'07"W	42.43'	C28	180°00'00"	30.00'	94.25'	N00°26'07"E	60.00'
C7	90°00'00"	3.00'	4.71'	S45°26'07"W	4.24'	C29	90°00'00"	30.00'	47.12'	S44°33'53"E	42.43'
C8	90°00'00"	30.00'	47.12'	N45°26'07"E	42.43'	C30	90°00'00"	30.00'	47.12'	N45°26'07"E	42.43'
C9	30°00'00"	30.00'	15.71'	N74°33'53"W	15.53'	C31	90°00'00"	30.00'	47.12'	N44°33'53"W	42.43'
C10	60°00'00"	30.00'	31.42'	N29°33'53"W	30.00'	C32	90°00'00"	30.00'	47.12'	S45°26'07"W	42.43'
C11	90°00'00"	30.00'	47.12'	N45°26'07"E	42.43'	C33	90°00'00"	30.00'	47.12'	S45°26'07"W	42.43'
C12	90°00'00"	3.00'	4.71'	N45°26'07"E	4.24'	C34	90°00'00"	30.00'	47.12'	S44°33'53"E	42.43'
C13	90°00'00"	30.00'	47.12'	N45°26'07"E	42.43'	C35	90°00'00"	30.00'	47.12'	N45°26'07"E	42.43'
C14	19°06'13"	20.00'	6.67'	S80°00'46"E	6.64'	C36	90°00'00"	30.00'	47.12'	N44°33'53"W	42.43'
C15	90°00'00"	30.00'	47.12'	N44°33'53"W	42.43'	C37	90°00'00"	40.00'	62.83'	S45°26'07"W	56.57'
C16	90°00'00"	30.00'	47.12'	S45°26'07"W	42.43'	C38	90°00'00"	40.00'	62.83'	N44°33'53"W	56.57'
C17	90°00'00"	30.00'	47.12'	S44°33'53"E	42.43'	C39	90°00'00"	40.00'	62.83'	S45°26'07"W	56.57'
C18	90°00'00"	30.00'	47.12'	N45°26'07"E	42.43'	C40	49°55'44"	40.50'	35.28'	S20°44'00"E	34.18'
C19	90°00'00"	30.00'	47.12'	N44°33'53"W	42.43'	C41	46°16'42"	14.00'	11.31'	S22°42'14"E	11.00'