

Control Number: 43965



Item Number: 29

Addendum StartPage: 0

LAW OFFICES OF MARK H. ZEPPA, RECEIVED

4833 Spicewood Springs Road, Suite 202
Austin, Texas 78759-8436

(512) 346-4011

Fax (512) 346-6847

mhzeppa@attglobal.net

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PUBLIC UTILITY COMMISSION
FILING CLERK

October 22, 2003

Judge James W. Norman
State Office of Administrative Hearings
P.O. Box 13025
Austin, Texas 78711-3025

Re: Application of Denton County Fresh Water Supply District No. 10 to Amend Water and Sewer Certificates of Convenience and Necessity Nos. 13021 and 20923 in Denton County, Application Nos. 34068-C and 34069-C; SOAH Docket No. 582-03-2282; TCEQ Docket No. 2003-0033-UCR; Preliminary Conference Set for October 28, 2003 Per Order No. 14, and Public Utility Easement Across Mahard Egg Farm's Property

Dear Judge Norman:

Enclosed is a copy of the recorded Utility Easement granted by Mahard Egg Farm, Inc. to Denton County Fresh Water Supply District No. 10.

Mr. Zeppa is out of town on legal matters, and wanted all parties served with a copy of this document so that they could review it prior to the Preliminary Conference scheduled for October 28, 2003 at 1:30 PM.

A true and correct copy of this letter and the recorded easement has been served on each party on the attached service list by first class USPS mail on October 22, 2003.

Respectfully submitted,

Stan Oestrick

Stan Oestrick,
Legal Assistant to Mark H. Zeppa

1. Judge James Norman
State Office of Administrative Hearings
P.O. Box 13025
Austin, Texas 78711-3025

2. Lara Nehman, Staff Attorney
Sheridan Gilkerson, Staff Attorney
Environmental Law Division
TCEQ
P.O. Box 13087, MC 173
Austin, Texas 78711-3087

3. Blas Coy, Jr., Public Interest Counsel
Office of the Public Interest Counsel
TCEQ
P.O. Box 13087, MC 103
Austin, Texas 78711-3087

4. John Turney
Bell, Turney, Coogan & Richards, LLP
823 Congress Avenue, Suite 706
Austin, Texas 78701
Fax (512) 476-1513

5. Ms. Maria Sanchez, Esq.
Davidson & Trolio, PC
919 Congress Avenue, Suite 810
Austin, Texas 78701

6. TCEQ Docket Clerk
Office of the Chief Clerk
TCEQ
P.O. Box 13087, MC-105
Austin, Texas 78711-3087

RTT
03226870 SJ9

5423 5985

\$51.00

160620

STATE OF TEXAS

UTILITY EASEMENT

COUNTY OF DENTON

Grantor: MAHARD EGG FARM, INC.

Address: P. O. Box 248, Prosper, Texas 75078

Grantee: DENTON COUNTY FRESH WATER SUPPLY DISTRICT NO. 10

Address: c/o Law Offices of Clay E. Crawford, P.C., 4265 San Felipe,
Suite 1050, Houston, Texas 77027

Consideration: Ten Dollars and other good and valuable consideration all paid in cash,
receipt of which in full is acknowledged by Grantor.

Estate Granted: Grantor GRANTS, BARGAINS, SELLS, AND CONVEYS to DENTON
COUNTY FRESH WATER SUPPLY DISTRICT NO. 10, its successors and
assigns, an easement on, over, in, across or under the following tracts of land
for the purposes and upon the uses herein stated, hereby recognizing that
Grantee holds a dominant and superior right of use and easement as follows:

TRACT A: A permanent and perpetual general utility easement as above stated and legally
described in Exhibits A, B and C attached hereto and incorporated herein by reference for all
purposes. The easement shall be for the purpose(s) of surveying and engineering, installing,
maintaining, testing, repairing, removing or replacing water, sanitary sewer and storm sewer lines
and associated wiring and appurtenances, and augmented by adding parallel line or lines. However,
no such services shall include overhead utilities. The minimum depth of all pipes within this
easement shall be three (3) feet from the top of the pipe to the surface of the ground and Grantor, its
successors and assigns shall make no changes affecting the depth of cover over the pipeline by more
than one (1) foot without the expressed written approval of the Grantee, which approval shall not be
unreasonably withheld or delayed. Grantor shall have the right and privilege to use such land,
subject to the dominant right of Grantee to prohibit any use of the permanent easement which would
unreasonably interfere with the nature, purposes, scope, and intent of this project, including, but not
limited to, the right to prevent drilling or excavating activities and permanent structures including
fencing within the easement boundaries. Grantee reserves the right to remove any improvements
placed on the permanent easement after initial construction that will impede or interfere with
pipeline maintenance or other installations of compatible utilities after reasonable notice to Grantor.
Grantee may, for example, remove fencing placed on the easement by Grantor in order to use the
Easement and may place gates at easement boundary entrance and exit points. Grantee shall provide

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that such gates shall be firmly secured at all times. Grantor, in emergency situations, will not unreasonably withhold permission for reasonable ingress and egress over adjacent lands. Grantee specially covenants that any desired or prospective use by Grantor may, with substantially correct and accurate information, be submitted to Grantee for a written response within 60 days as to whether such proposed use would be in conflict with the dominant estate. Grantee will not unreasonably withhold such consent. It is the intent and purpose of this easement to facilitate the maximum use by Grantor of Grantor's residual rights and uses, subject only to the rights of the dominant estate.

Acceptable uses by Grantor include non-commercial recreational facilities, paving, playground equipment, roads and streets crossing at an angle of at least 45 degrees or more to the center line and intersecting utilities crossing at an intersecting point not less than 45 degrees. Provided, however, that none of the activities or uses by Grantor shall cause the continuing utility operations of Grantee, its successors or assigns, to be in violation of any state, federal, or municipal law, ordinance, or regulation. Grantee specially covenants and agrees that Grantee will restore the natural surface of the permanent easement to a condition comparable to that which existed prior to the entry and construction to the extent that it is reasonably practical to do so. All existing fencing and gates shall be restored to their original condition as found before construction. However, on no occasion, circumstance, or event shall Grantee be liable or responsible to Grantor to replace shrubs or trees or any man-made improvements, except paving, it being understood that all of such improvements shall be placed upon this tract at Grantor's sole risk. Except as noted herein, Grantee shall have no right of control or duty to supervise, evaluate, or maintain any of the acts or improvements of Grantor as the same pertains to this easement.

TRACT B: Tract B is a temporary construction easement described as follows:

- (1) twenty-five (25) feet parallel and adjacent to both sides of the permanent easement described in said Exhibit "A";
- (2) twenty-five (25) feet parallel and adjacent to the east side of the permanent easement and thirty (30) foot parallel and adjacent to the west side of the permanent easement described in said Exhibit "B";
- (3) twenty-five (25) feet parallel and adjacent to the north side of the permanent easement and thirty (30) foot parallel and adjacent to the south side of the permanent easement described in said Exhibit "C".

Tract B may be used by Grantee only for purposes of the initial construction of the sewer and water line after which such easement shall be forever abandoned. The general purpose for the temporary duration easement is to store construction supplies, equipment, appurtenances, facilities, pipe, and related construction activity. Grantee specially covenants and agrees the Grantee will within 30 days after the termination of such temporary easement, remove all matters placed on or in the temporary easement and restore the surface of Tract B to the original condition as when received to a reasonable and practical extent including restoration and replacement of paving, grasses and sod with the same general quality as existed immediately prior to the entry and use of such land by Grantee. All existing fencing and gates shall be restored to their original condition as found before construction.

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However, Grantee shall not be required to replace any landscaping, trees or shrubs other than grasses and sod. Grantee shall not be responsible for the maintenance or replacement of any paving, grasses, or sod once the original replacement has been made.

GRANTOR warrants Grantor is the owner of the Land and has the right to execute this instrument. Grantor warrants that there are no liens existing against the Land other than the following liens:

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns forever as to Tract A and until completion of installation, testing, and acceptance by Grantee of initial water pipeline and associated wiring and appurtenances or until twenty four (24) months following the Effective Date of this document as shown below, whichever occurs first, as to Tract B. Upon termination of the temporary easement on Tract B, all right, title and interest of Grantee, its successors and assigns in and to Tract B shall terminate ipso facto and without further action revert to Grantor, or Grantor's successors and assigns.

Warranty of Title: Grantor, its successors and assigns, specially covenants to warrant and defend unto Grantee, its successors and assigns, full and unencumbered rights to the estate herein granted.

The term "Grantor" used herein means all and singular and include Grantor's successors and assigns.

The easement is and shall be effective upon acceptance by Grantee and payment to Grantor of the agreed upon consideration.

SIGNED this _____ day of _____, 2003.

GRANTOR:

MAHARD EGG FARM, INC.

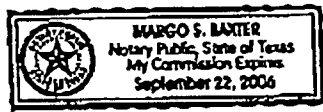
BY: *Ernest Mahard*

5423 5988

STATE OF TEXAS
COUNTY OF Collin DENTON

Before me, the undersigned authority, on this day personally appeared Ernest Mahard known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same as _____ of Mahard Egg Farm, Inc. and on behalf of said Mahard Egg Farm, Inc. in the capacity stated.

Given under my hand and seal of office this the 4th day of September, 2003.



Margo S. Baxter
Notary Public, State of Texas

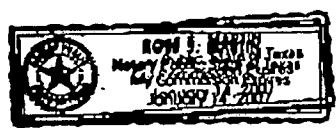
ACCEPTED this 17th day of September, 2003.

DENTON COUNTY FRESH WATER SUPPLY DISTRICT
NO. 10

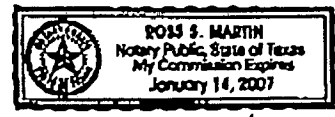
By: Kenny Hewitt

STATE OF TEXAS
COUNTY OF DENTON

This instrument was acknowledged before me by KENNY HEWITT of the Denton County Fresh Water Supply District No. 10 on this the 17th day of SEPTEMBER 2003, and in the capacity therein stated.



Ross S. Martin
Notary Public, State of Texas



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AFTER RECORDING, RETURN TO:
Denton County Fresh Water Supply District No. 10
c/oClay E. Crawford
4265 San Felipe
Suite 1050
Houston Texas 77027

+

5423 5990

EXHIBIT A pg 1 of 10

**METES & BOUNDS DESCRIPTION
PROPOSED
UTILITY EASEMENT**

BEING all that certain lot, tract or parcel of land located in the Phillip Barnes Survey, Abstract No. 79, M.E.P. & P. Railroad Company Survey, Abstract No. 1476, A. B. Jamison Survey, Abstract No. 672, B. D. Weedon Survey, Abstract No. 1399 and the T. Buttons Survey, Abstract No. 88, Denton County, Texas, and being a portion of those certain tracts of land conveyed to Mahard Egg Farm, Inc., and described as Tract 2 and Tract 3 in the deed filed for record in Volume 1332, Page 176, Deed Records, Denton County, Texas, and being a portion of that certain tract of land conveyed to Mahard Egg Farm, Inc., according to the deed filed for record in Volume 779, Page 665, of said Deed Records, and being a portion of that certain tract of land conveyed to Mahard Egg Farm, Inc., and described as Third Tract in the deed filed for record in Volume 481, Page 665, of said Deed Records, and being a portion of that certain tract of land conveyed to Mahard Egg Farm, Inc., according to the deed filed for record in Volume 1618, Page 329, of said Deed Records, and being more particularly described as follows:

BEGINNING at a point on the South boundary line of said Tract 2, said point being South 71 deg. 30 min. 49 sec. East, 98.65 feet from a brass cap monument found for the Southwest corner of said Tract 2;

THENCE North 34 deg. 21 min. 45 sec. East, departing the South boundary line of said Tract 2, a distance of 26.18 feet;

THENCE North 19 deg. 41 min. 23 sec. East, a distance of 729.52 feet;

THENCE North 30 deg. 43 min. 37 sec. East, a distance of 802.66 feet;

THENCE North 39 deg. 57 min. 31 sec. East, a distance of 800.04 feet;

THENCE North 31 deg. 03 min. 06 sec. East, a distance of 1041.54 feet;

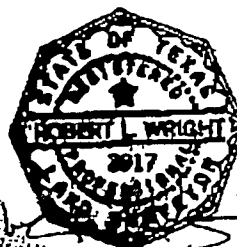
THENCE North 79 deg. 47 min. 40 sec. East, a distance 619.52 feet;

THENCE North 05 deg. 29 min. 55 sec. East, a distance of 133.57 feet;

THENCE South 85 deg. 38 min. 49 sec. East, a distance of 609.78 feet;

THENCE North 63 deg. 51 min. 04 sec. East, a distance of 1504.30 feet;

THENCE North 81 deg. 58 min. 17 sec. East, a distance of 738.03 feet;



5423 5991 EXHIBIT A pg 2 of 10

- THENCE North 35 deg. 04 min. 33 sec. East, a distance of 717.49 feet;
- THENCE North 75 deg. 08 min. 43 sec. East, a distance of 1101.36 feet;
- THENCE North 46 deg. 07 min. 59 sec. East, a distance of 615.20 feet;
- THENCE South 89 deg. 02 min. 17 sec. East, a distance of 1553.71 feet;
- THENCE South 69 deg. 54 min. 40 sec. East, a distance of 542.41 feet, to the East boundary line of the aforementioned Mahard Egg Farm, Inc. tract described in Volume 1618, Page 329, Deed Records, Denton County, Texas;
- THENCE South 17 deg. 27 min. 02 sec. East, along the East boundary line of said Mahard Egg Farm Inc. tract and generally along the center of Field Road (an undefined width public roadway), a distance of 10.75 feet;
- THENCE South 26 deg. 54 min. 02 sec. East, continuing along the East boundary line of said Mahard Egg Farm, Inc. tract and generally along the center of said Field Road, a distance of 46.14 feet;
- THENCE North 69 deg. 54 min. 40 sec. West, departing the East boundary line of said Mahard Egg Farm, Inc. tract, a distance of 575.97 feet;
- THENCE North 89 deg. 02 min. 17 sec. West, a distance of 1530.48 feet;
- THENCE South 46 deg. 07 min. 59 sec. West, a distance of 609.06 feet;
- THENCE South 75 deg. 08 min. 43 sec. West, a distance of 771.79 feet, to the West boundary line of the Mahard Egg Farm, Inc. tract, described as Third Tract in Volume 481, Page 665, Deed Records, Denton County, Texas, and being a point in Good Hope Road (an undefined width public roadway);
- THENCE North 00 deg. 30 min. 05 sec. East, along the West boundary line of said Third Tract, and generally along said Good Hope Road, a distance of 15.56 feet;
- THENCE South 75 deg. 08 min. 43 sec. West, departing the West boundary line of said Third Tract, a distance of 334.93 feet;
- THENCE South 35 deg. 04 min. 33 sec. West, a distance of 719.22 feet;
- THENCE South 81 deg. 58 min. 17 sec. West, a distance of 744.89 feet;
- THENCE South 63 deg. 51 min. 04 sec. West, a distance of 1507.13 feet;
- THENCE North 85 deg. 38 min. 49 sec. West, a distance of 557.08 feet;

5423 5992

EXHIBIT A pg 3 of 10

THENCE South 05 deg. 29 min. 55 sec. West, a distance of 155.02 feet;

THENCE South 79 deg. 47 min. 40 sec. West, a distance of 637.80 feet;

THENCE South 31 deg. 03 min. 06 sec. West, a distance of 1019.03 feet

THENCE South 39 deg. 57 min. 31 sec. West, a distance of 799.87 feet;

THENCE South 30 deg. 43 min. 37 sec. West, a distance of 792.02 feet;

THENCE South 19 deg. 41 min. 23 sec. West, a distance of 731.45 feet;

THENCE South 34 deg. 21 min. 45 sec. West, a distance of 16.84 feet, to the South boundary line of the aforementioned Tract 2, Mahard Egg Farm, Inc. tract described in Volume 1332, Page 176, Deed Records, Denton County, Texas;

THENCE North 71 deg. 30 min. 49 sec. West, along the South boundary line of said Tract 2, a distance of 62.38 feet, to the POINT OF BEGINNING and containing 11.129 acres (484,795 square feet), of land.

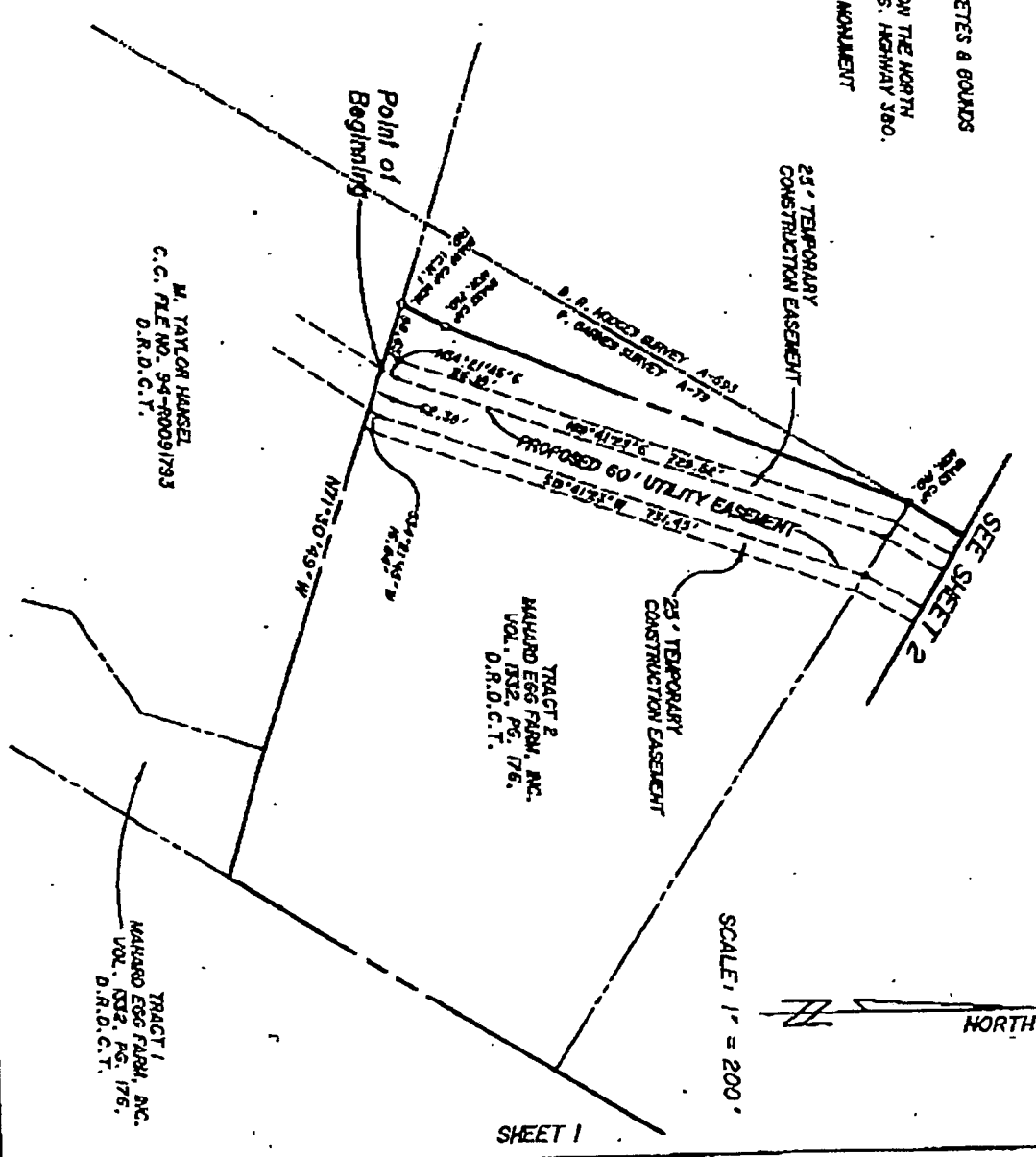
NOTE: The bearings are based on the North right-of-way line of U.S. Highway 380.

EXHIBIT A pg 4 of 10

5423

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- NOTES:
1. SEE EXHIBIT 'A' FOR METES & BOUNDS DESCRIPTION.
 2. BEARINGS ARE BASED ON THE NORTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 380.
 3. C.M. = CONTROLLING MONUMENT



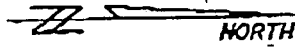
M. TAYLOR HANSEL
C.C. FILE NO. 94-10031793
D.R.D.C.T.

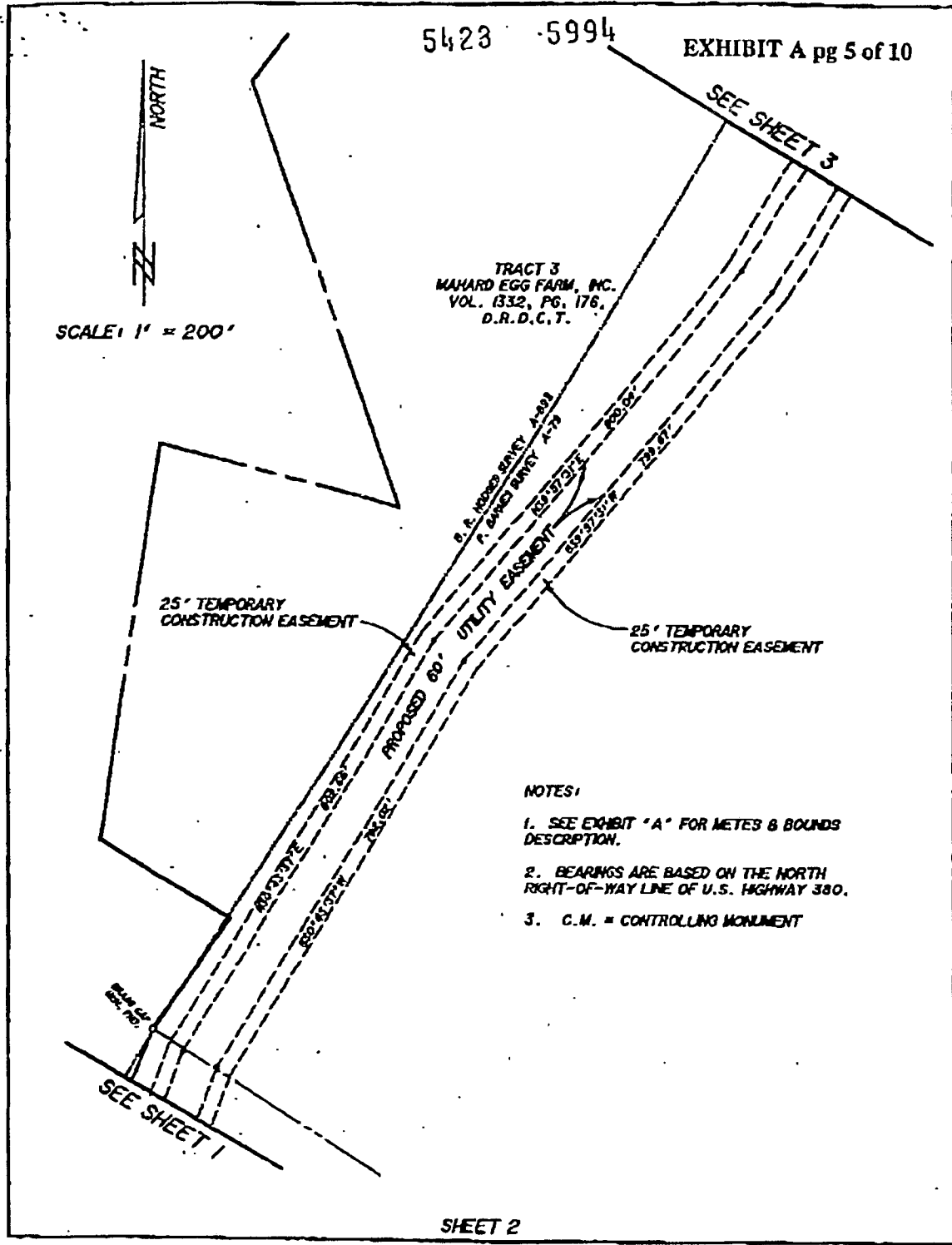
TRACT 2
MAHARD EGG FARM, INC.
VOL. 152, PG. 176.
D.R.D.C.T.

TRACT 1
MAHARD EGG FARM, INC.
VOL. 152, PG. 176.
D.R.D.C.T.

SHEET 1

SCALE: 1" = 200'





5423 5995

EXHIBIT A pg 6 of 10

MAHARD EGG FARM, INC.
VOL. 779, PG. 665,
D.R.D.C.T.

SCALE: 1" = 200'

25' TEMPORARY
CONSTRUCTION EASEMENT

FISHTRAP ROAD

N02°23'55"E
63.87'

BARBED WIRE FENCE

68.52'

637.80'

N79°47'40"E

S78°41'40"W

S06°29'53"W
86.02'

25' TEMPORARY
CONSTRUCTION EASEMENT

MAHARD EGG FARM, INC.
VOL. 779, PG. 665,
D.R.D.C.T.

JOHN HORTON SURVEY A-783
A. S. JAMORY SURVEY A-472

N41°10'00"E
641.64'

PROPOSED 60' UTILITY EASEMENT

S81°02'00"W
600.00'

A. R. HODGES SURVEY A-505
P. BARNEZ SURVEY A-72

U.C.P. & P.R.R. CO. SURVEY A-N76
P. BARNEZ SURVEY A-72

TRACT 3
MAHARD EGG FARM, INC.
VOL. 832, PG. 176,
D.R.D.C.T.

NOTES:

1. SEE EXHIBIT "A" FOR METES & BOUNDS DESCRIPTION.
2. BEARINGS ARE BASED ON THE NORTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 380.
3. C.M. = CONTROLLING MONUMENT

SEE SHEET 2

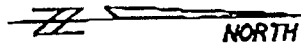
SEE SHEET 4

5423 5996

EXHIBIT A pg 7 of 10

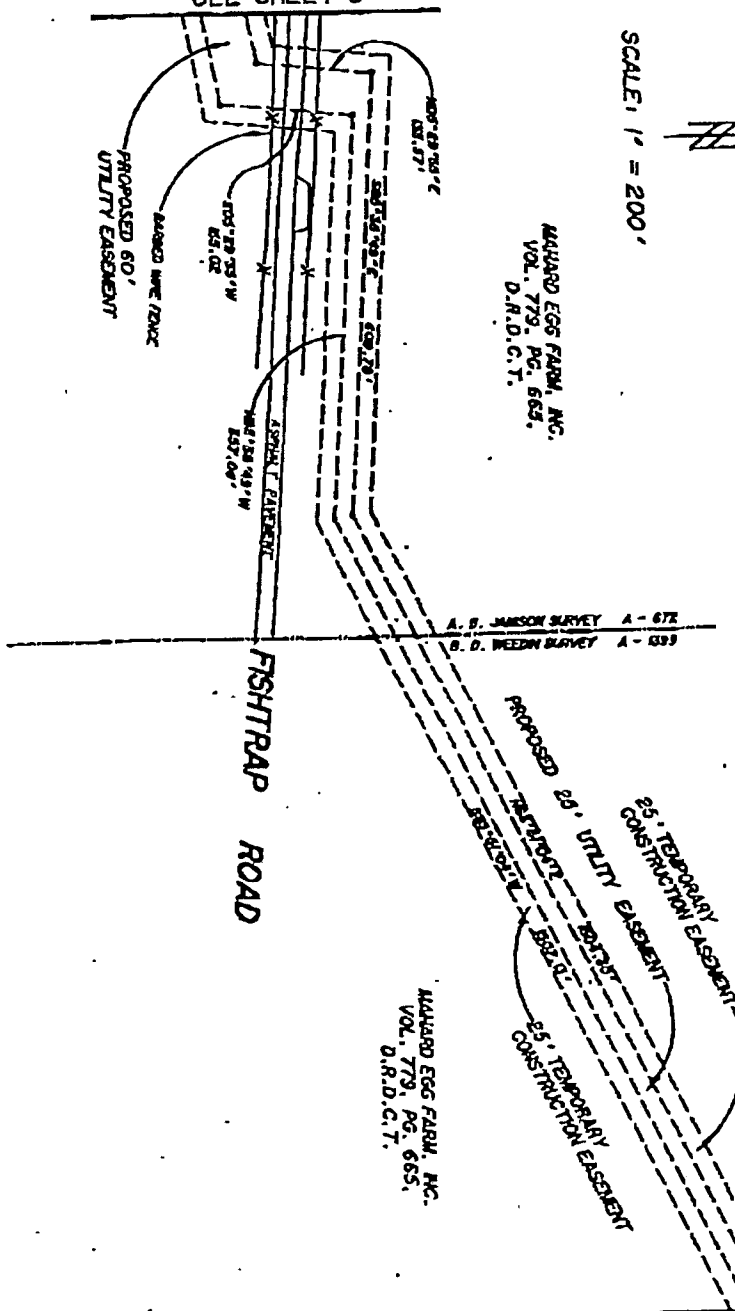
SEE SHEET 3

SCALE: 1" = 200'



MAYARD EGG FARM, NC.
VOL. 779, PG. 663,
D.R.D.C.T.

- NOTES:
1. SEE EXHIBIT "A" FOR METERS & BOUNDS DESCRIPTION.
 2. BEARINGS ARE BASED ON THE NORTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 190.
 3. C.M. = CONTROLLING MONUMENT



A. B. JAMESON SURVEY A - 67X
B. D. WEDDEN SURVEY A - 539

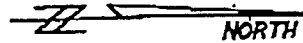
MAYARD EGG FARM, NC.
VOL. 779, PG. 665,
D.R.D.C.T.

SEE SHEET 5

EXHIBIT A pg 8 of 10

SEE SHEET 4

SCALE: 1" = 200'



NOTES:

- 1. SEE EXHIBIT 'A' FOR METES & BOUNDS DESCRIPTION.
- 2. BEARINGS ARE BASED ON THE NORTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 580.
- 3. C.M. = CONTROLLING MONUMENT

MAHARD EGG FARM, INC.
VOL. 779, PG. 663,
D.R.D.C.T.

25' TEMPORARY
CONSTRUCTION EASEMENT
6,628 ACRES
(289,724 SQ. FT.)

PROPOSED 25'
UTILITY EASEMENT
11.129 ACRES
484,795 SQUARE FEET

25' TEMPORARY
CONSTRUCTION EASEMENT
6,396 ACRES
(287,518 SQ. FT.)

MAHARD EGG FARM, INC.
VOL. 779, PG. 663,
D.R.D.C.T.

GOOD HOPE ROAD

B. D. WEDON SURVEY - A - 1183
M.E.P. & P. R.R. CO. SURVEY A - 1176
500°30'05"W 1628.83'

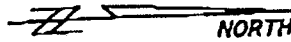
THIRD TRACT
MAHARD EGG FARM, INC.
VOL. 481, PG. 665,
D.R.D.C.T.

PROPOSED 40'
UTILITY EASEMENT

SEE SHEET 6

EXHIBIT A pg 9 of 10

SCALE: 1" = 200'



SEE SHEET 5

GOOD HOPE ROAD

- NOTES:
1. SEE EXHIBIT 'A' FOR METES & BOUNDS DESCRIPTION.
 2. BEARINGS ARE BASED ON THE NORTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 380.
 3. C.M. = CONTROLLING MONUMENT

S. D. WEDEN SURVEY A - 1333
M.E.A. & P.R.R. CO. SURVEY A - 1716

S. D. WEDEN SURVEY A - 1333
M. E. YATES SURVEY A - 1514

MALARD EGG FARM, INC.
VOL. 1819, PG. 329,
D.R.D.C.T.

R. E. YATE SURVEY A - 1530
T. BUTTORS SURVEY A - 80

MALARD EGG FARM, INC.
VOL. 1819, PG. 329,
D.R.D.C.T.

THIRD TRACT
MALARD EGG FARM, INC.
VOL. 481, PG. 653,
D.R.D.C.T.

25' TEMPORARY
CONSTRUCTION EASEMENT

25' TEMPORARY
CONSTRUCTION EASEMENT

PROPOSED 40'
UTILITY EASEMENT

UTILITY EASEMENT

SEE SHEET 7

SHEET 6

5429 5998

5423 5999

EXHIBIT A pg 10 of 10

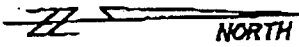
SEE SHEET 6

NOTES:

- 1. SEE EXHIBIT "A" FOR LETTERS & BOUNDS DESCRIPTION.
- 2. BEARINGS ARE BASED ON THE NORTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 100.
- 3. C.M. = CONTROLLING MONUMENT

MAHARD EGG FARM, INC.
VOL. 1618, PG. 329,
D.R.D.C.T.

SCALE, 1" = 200'

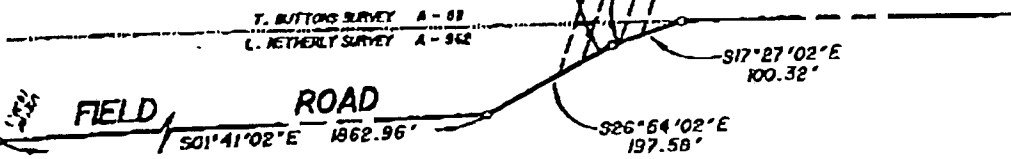


TRAD TRACT
MAHARD EGG FARM, INC.
VOL. 481, PG. 655,
D.R.D.C.T.

25' TEMPORARY
CONSTRUCTION EASEMENT

PROPOSED 40' UTILITY EASEMENT

25' TEMPORARY
CONSTRUCTION EASEMENT



T. BUTTOS SURVEY A - 81
C. KETHERLY SURVEY A - 342

S17°27'02\"/>

S26°54'02\"/>

SHEET 7

5423 6000

EXHIBIT B pg 1 of 2

15' WIDE UTILITY EASEMENT DESCRIPTION

BEING a tract of land situated in the M.E.P. & P.R.R. Co. SURVEY, ABSTRACT No. 1476, Denton County, Texas and being part of a called 110 acre tract of land as conveyed to Mahard Egg Farm, Inc., as recorded in Volume 547, Page 394, Deed Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at the south west corner of said Mahard tract at a point in the intersecting roads of Fish Trap Road (50' R.O.W.) and Good Hope Road (50' R.O.W.),

THENCE North 62°09'33" East, a distance of 68.26 feet to the POINT OF BEGINNING, said point being on the north right-of-way line of said Fish Trap Road;

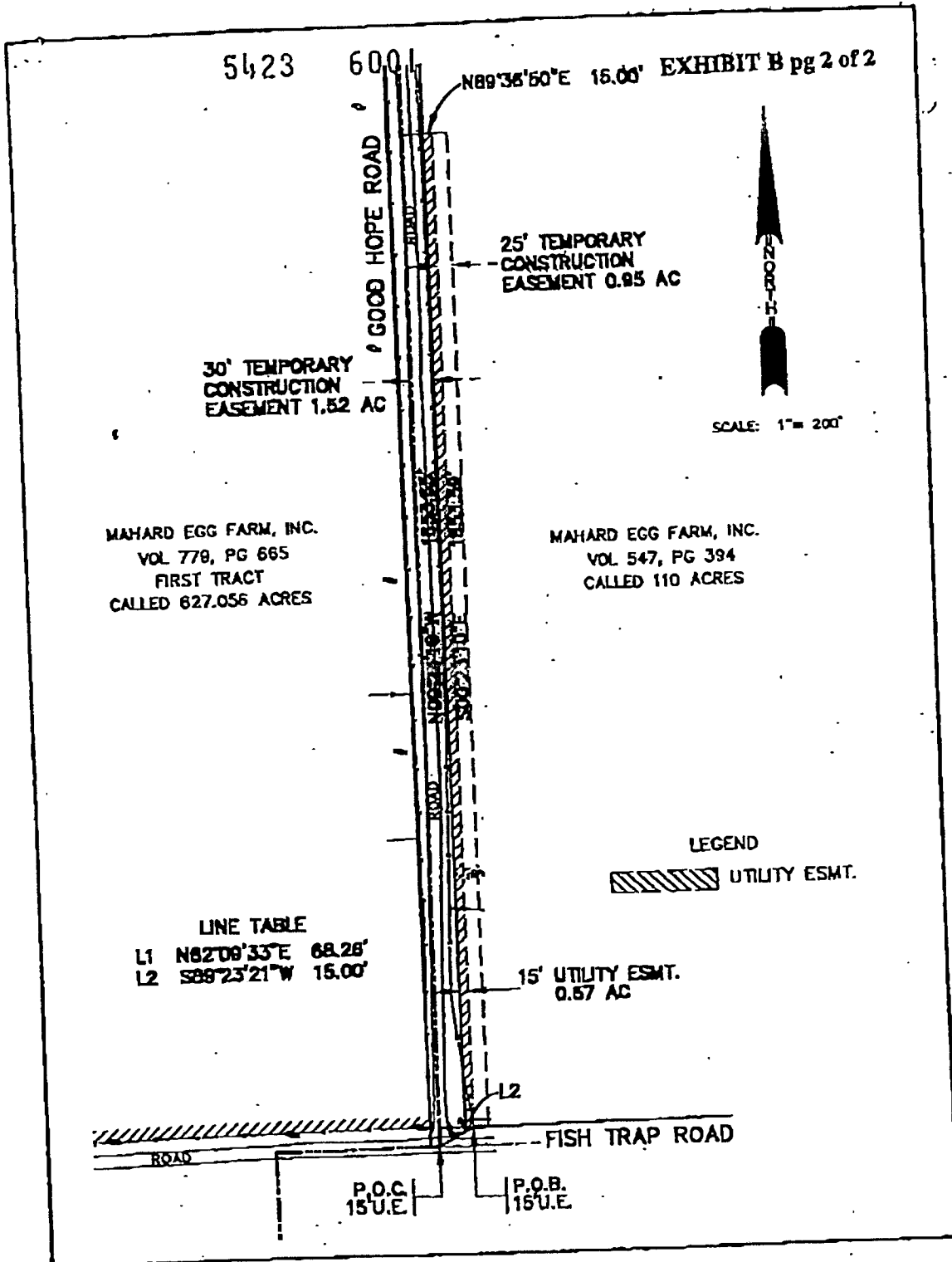
THENCE South 89°23'21" West, a distance of 15.00 feet to the northeast intersection of said Fish Trap Road and Good Hope Road;

THENCE North 00°23'10" West, a distance of 1653.65 feet along the east line of said Good Hope Road to a corner;

THENCE North 89°36'50" East, a distance of 15.00 feet to a corner;

THENCE South 00°23'10" East, a distance of 1653.59 feet to the POINT OF BEGINNING and containing 24,786 square feet or 0.57 acres of land, more or less.

A 25-foot Temporary Construction Easement will be on the east side of the 15-foot Utility Easement and a 30-foot Temporary Construction Easement will be on the west side of the 15-foot Utility Easement.



5423 6002

EXHIBIT C pg 1 of 4

1.841 ACRES UTILITY EASEMENT DESCRIPTION

BEING a tract of land situated in the A. JAMISON SURVEY, ABSTRACT No. 672, and the M.E.P. & P.R.R. CO. SURVEY, ABSTRACT No. 1476, Denton County, Texas and being a part of that called 627.056 acre tract of land as conveyed to Mahard Egg Farm, Inc., recorded in Volume 779, Page 665, Deed Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at a found concrete monument marked J-831-1 at the most westerly southwest corner of said Mahard tract and being a point on the west line of said Jamison Survey and also being at point on the east line of a called 2.992 acre tract to Mary Ruth Weber & Tracy Ann Weber as recorded in County Clerk File No. 94-R31655;

THENCE North 00°50'05" East, a distance of 319.61 feet along the west line of said Mahard tract and the Jamison Survey to the POINT OF BEGINNING at a point on or near the north right-of-way line of Fish Trap Road, and the southeast corner of a called 5.708 acre tract as said in Weber in County Clerk File No. 94-R31655;

THENCE North 00°50'05" East, a distance of 15.00 feet along said west line of Mahard tract and the east line of Weber tract to a corner;

THENCE South 88°35'13" East, a distance of 402.37 feet to a corner

THENCE South 86°29'58" East, a distance of 682.94 feet to a corner;

THENCE South 84°55'40" East, a distance of 292.63 feet to a corner;

THENCE South 86°01'21" East, a distance of 758.62 feet to a corner;

THENCE North 03°58'39" East, a distance of 5.00 feet to a corner;

THENCE South 86°01'21" East, a distance of 916.48 feet to a corner;

THENCE South 87°17'33" East, a distance of 204.36 feet to a corner;

THENCE North 89°23'21" East, a distance of 1285.77 feet to a point on or near the west right-of-way line of Good Hope Road;

THENCE South 00°23'10" East, a distance of 20.00 feet to the approximate northwest intersection of said Good Hope Road and Fish Trap Road;

THENCE along or near the north line of said Fish Trap Road the following courses:

South 89°23'21" West, a distance of 1286.27 feet to a corner;

North 87°17'33" West, a distance of 205.16 feet to a corner;

North 86°01'21" West, a distance of 1675.46 feet to a corner;

North 84°55'40" West, a distance of 292.56 feet to a corner;

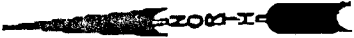
North 86°29'58" West, a distance of 682.47 feet to a corner;

North 88°35'13" West, a distance of 401.95 feet to the POINT OF BEGINNING and containing 80,190 square feet or 1.841 acres of land, more or less.

A 25-foot Temporary Construction Easement will be on the north side of the 15-foot and 20-foot Utility Easement, and a 30-foot Temporary Construction Easement will be on the south side of the 15-foot and 20-foot Utility Easement.

51,23 6003
EXHIBIT C pg 2 of 4

SEE SHEET 2



SCALE: 1" = 200'

LEGEND



UTILITY ESMT.

15' UTILITY ESMT.
1.841 AC

MAHARD EGG FARM, INC.
VOL 779, PG 665
FIRST TRACT
CALLED 627.056 ACRES

MAHARD EGG FARM, INC.
VOL 779, PG 665
FIRST TRACT
CALLED 627.056 ACRES

25' TEMPORARY
CONSTRUCTION
EASEMENT 2.607 AC

FISH TRAP ROAD

30' TEMPORARY
CONSTRUCTION
EASEMENT 3.24 AC

P.O.B.
1.841 AC U.E.

CONC MON.
1.841 AC U.E.

P.O.C.
1.841 AC U.E.

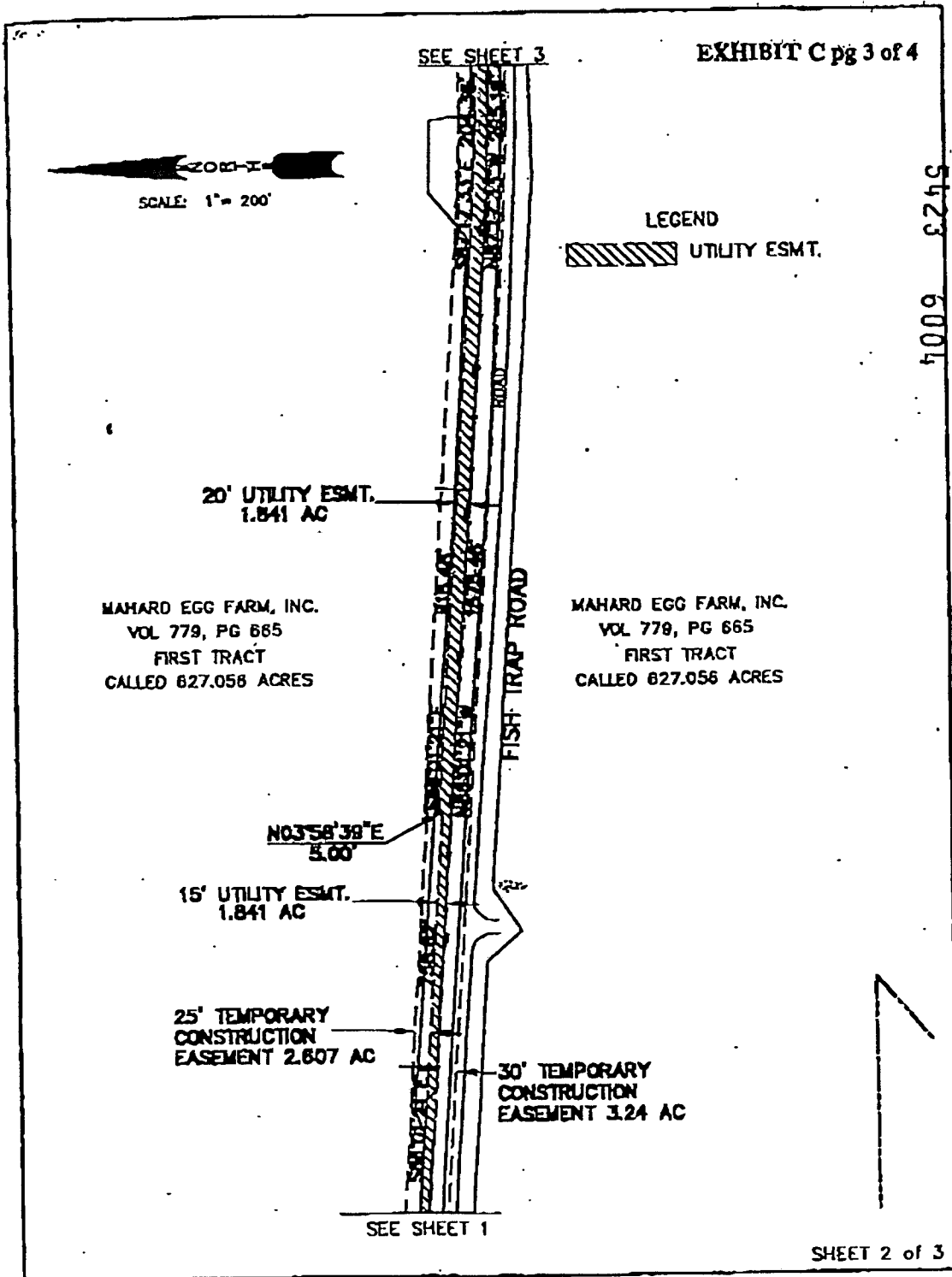
N00°50'05"E
15.00'

MARY RUTH WEBER &
TRACY ANN WEBER
CC#94-R31655
TRACT 1
CALLED 5.708 AC

N00°50'05"E
319.61'

MARY RUTH WEBER &
TRACY ANN WEBER
CC#94-R31655
TRACT 2
CALLED 2.992 AC

PLANNING AND SURVEYING COMPANY, INC. 07/25/03 11:27:10 AM GMT



5423 6005 EXHIBIT C pg 4 of 4



SCALE: 1" = 200'

MAHARD EGG FARM, INC.
VOL 547, PG 394
CALLED 110 ACRES

LEGEND

 UTILITY ESMT.

S00°23'10"E
20.00'

GOOD HOPE ROAD

ERNEST ANDY MAHARD, JR.
VOL 540 PG 78
TRACT 1
93.17AC

25' TEMPORARY
CONSTRUCTION
EASEMENT 2.807 AC

GOOD HOPE ROAD

MAHARD EGG FARM, INC.
VOL 779, PG 865
FIRST TRACT
CALLED 627.056 ACRES

FISH TRAP ROAD

MAHARD EGG FARM, INC.
VOL 779, PG 665
FIRST TRACT
CALLED 627.056 ACRES

20' UTILITY ESMT.
1.841 AC

30' TEMPORARY
CONSTRUCTION
EASEMENT 3.24 AC

SEE SHEET 2

Return to
Republic Title of Texas, Inc.
2625 Howell Street, 10th Floor
Dallas TX 75204
Attn: Lorri Henson

5423 6006

Filed for Record in:
DENTON COUNTY, TX
CYNTHIA MITCHELL, COUNTY CLERK

On Sep 23 2003
At 4:03pm

Receipt #: 58668
Recording: 45.00
Doc/Mgmt: 6.00
Doc/Num: 2003-00160620
Doc/Type: EAS
Deputy -Breana