

CAUSE NO. 22-00105

CSD VAN ZANDT LLC
Plaintiff

v.

UDO BIRNBAUM
Defendant

§ IN THE DISTRICT COURT

§ 294TH JUDICIAL DISTRICT

§ VAN ZANDT COUNTY, TX

**DEFENDANT’S RESPONSE TO PLAINTIFF’S PROPOSED
FULL AND FINAL SETTLEMENT AGREEMENT AND RELEASE**

WHEREAS:

1. Did the other two alleged grantors, “second grantor” and “third grantor”, i.e. the to-CSD-grantor PATRICIA BARKLAY, and the to-CSD-grantor JAMES MORE III, each have a document titled-as-a-DEED, indicating anything INDEED came to each alleged grantor, out of the estate of such GWENDOLYN WRIGHT THIBODEAUX? Was there any document/s titled “DEED” and given to each of these “other two alleged grantors” from the estate of GWENDOYLN WRIGHT THIBODEAUX, so as to actually convey title to each of these other TWO ALLEGED (2) to-CSD-grantors, to legitimately hold any “right-of title”? Do the two alleged grantors actually have anything-whatsoever-in-fact, to convey onto CSD, from the estate of GWENDOLYN WRIGHT THIBODEAUX? – If so, please produce.
2. “Defendant” needs to KNOW the above in order to make an INFORMED decision on current proposal.
3. “Defendant” awaiting reply.
4. THEN/IF above given, “Defendant” will continue considering.
5. Else or otherwise Consider NON-Continuing.

Cordially,
/s/ Udo Birnbaum

UDO BIRNBAUM, *Pro Se*
540 VZ County Road 2916
Eustace, TX 75124
903 802-9669, BRNBM@AOL.COM

Email June 12, 2023 to Katryna R. Watkins krw@flowersdavis.com. Please acknowledge

FULL AND FINAL SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement (the “Agreement”) is entered into between CSD Van Zandt LLC (hereinafter “Plaintiff” or “CSD”) and Udo Birnbaum (collectively, the “Parties”) effective as of the last date acknowledged below.

I. **DEFINITIONS**

The following defined terms shall have the meanings stated below:

The terms “Claim” and/or “Claims” mean any and all theories of recovery of whatsoever nature, whether known or unknown, recognized by the law of any jurisdiction, whether arising in equity or under the common law or any contract or any statute or otherwise, including, but not limited to, all theories asserted in Cause No. 22-00105; styled *CSD Van Zandt LLC v. Udo Birnbaum*, in the 294th Judicial District Court of Van Zandt County, Texas.

II. **SETTLEMENT**

The following outlines the terms of a negotiated settlement agreement between the Parties in full settlement and satisfaction of the claims and allegations asserted by Plaintiff and any and all claims and allegations asserted by Defendant, Udo Birnbaum.

1. In consideration of the promises set forth herein, which the Parties agree constitute good and valuable consideration, the Parties have agreed to settle this matter without further Court intervention. The inducement and consideration of all Parties to settle this case and release each other are contained within this Agreement.

2. The Parties, without the admission of liability by any Party, and in order to avoid the expense, inconvenience, and uncertainty of further litigation, desire to settle and compromise the claims and controversies between them, quiet title to the Property in CSD, and dismiss the

above-described Lawsuit with prejudice. Accordingly, in consideration of the mutual agreements, covenants, and promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby AGREED between the Parties that all claims asserted or assertable by any Party against any other Party in the Lawsuit, and all other claims released herein, shall be settled and compromised upon the following terms and conditions:

Execution of Deed Without Warranty by Defendant to the Property.

3. Defendant agrees to execute a Deed Without Warranty, individually and as trustee of the LELD Trust, in favor of CSD to the Property described in Exhibit 1. Defendant further agrees to execute and deliver, upon request by CSD or their title insurer, all other documents reasonably necessary or appropriate, including any additional documents required by any Van Zandt County official for filing in the real property records (including without limitation, stipulations or releases), in order to resolve the Lawsuit, and to quiet title to the Property in CSD in accordance with the terms of this Agreement.

4. Plaintiff will convey a life estate to Defendant and one (1) acre of land surrounding the location of Defendant's current residence. Plaintiff will, at Plaintiff's cost, obtain a survey by a surveyor chosen by Plaintiff which outlines the boundaries of the one (1) acre tract. Defendant's use and possession is limited solely to the one (1) acre tract, and any and all improvements, structures, and/or real or personal property not within the one (1) acre tract are excluded from this conveyance, provided that Defendant will not be denied access to the water well that he utilizes on the subject property.

5. CSD will pay to Defendant the total sum of Fifty Thousand and No/100 Dollars (\$50,000.00) (the "Settlement Funds") in full and final settlement of any and all claims asserted or

assertable by Defendant in the Lawsuit, as well as any claim of interest by Defendant in or to the Property adverse to Plaintiff. The Settlement Funds shall be paid in two equal payments of Twenty-Five Thousand and 00/100 Dollars (\$25,000). The first payment of Twenty-Five Thousand and 00/100 Dollars (\$25,000) is to be disbursed within forty-five (45) days of the effective date of this Agreement, provided that the Plaintiff has received a W-9 from Defendant, by hand delivery to Udo Birnbaum at 540 VZ County Road 2916 Eustace, Texas 75124. The second payment of Twenty-Five Thousand and 00/100 Dollars (\$25,000) shall be paid after a period of one (1) year from the effective date of this Agreement provided that Defendant remains in full compliance with this Agreement. Defendant shall provide a written acknowledgement of receipt of the Settlement Funds.

6. Defendant agrees to refrain from any and all conduct that obstructs, hinders, or attempts to preclude any and all development and/or decisions made by CSD or its agents, employees, assigns, successors in interests, on or related to the subject property, to the exclusion of the one (1) acre tract during the pendency of Defendant's life estate, including:

- i. Threats, harassment, vandalism, destruction of property, sign removal, trespassing, denial of access, violation of any criminal laws (state and federal), and any and all interaction with person(s) on the subject property, to the exclusion of the one (1) tract during the pendency of the life estate.
- ii. Lawsuits, or threats of litigation, to dispute title to the property or attempts that seek to prevent or enjoin development on the subject property, to the exclusion of the one (1) acre tract during the pendency of the life estate.
- iii. This conduct applies to Defendant and any and all visitors, family members, friends, invitees, and animals within Defendant's care, custody or control.

7. Defendant shall be responsible for the timely payment of property taxes and any and all maintenance required on the one (1) acre tract for the duration of the life estate upon the execution of this Agreement. The tax period shall begin for the 2023 tax year. The one (1) acre

tract shall be kept in the same state as its current condition and Defendant shall not erect or construct any additional improvements, signs and/or structures of any kind without the written permission of CSD.

8. The Parties agree that any violation of this Agreement, including timely payment of property taxes, will result in an automatic, self-executing revocation the life estate conveyed to Defendant and Plaintiff will have the right to immediately demand Defendant vacate the one (1) acre tract, or otherwise seek removal of Defendant from the premises. Pursuant to this provision, upon any violation, Defendant shall be required to refund to CSD any Settlement Funds disbursed as of the date of the violation. CSD agrees to provide Notice of any and all violations within three (3) day of the violation(s). Upon Notice of any violation, Defendant shall be required to return any Settlement Funds owed to CSD pursuant to this provision within thirty (30) days via check to CSD Van Zandt LLC, Attn: Robert O. Dow, 6115 Owens St Suite 201, Dallas, TX 75235.

Release by Defendant of any Claims to the Property in favor of CSD.

9. Defendant, for himself, and his respective attorneys, legal representatives, insurers, heirs, and assigns, RELEASES, ACQUITS, AND FOREVER DISCHARGES CSD and its respective attorneys, legal representatives, insurers, heirs, and assigns from any and all claims, rights, demands, debts, liabilities, controversies, or causes of action, known or unknown, asserted or unasserted, liquidated or unliquidated, fixed or contingent, of any nature whatsoever arising out of or related to any claim to title or any interest of any kind in or to the Property more particularly described in Exhibit 1 attached hereto and incorporated herein.

Dismissal of the Lawsuit and Taxation of Costs.

10. The Parties agree to dismiss with prejudice the claims, demands, debts, and causes of action between and among them in the Lawsuit, with costs and attorneys' fees paid by the Party

incurring them, and agree to waive all rights of appeal. The Parties further agree to execute and deliver to the Plaintiff's counsel for filing, within five (5) business days of the delivery of the Settlement Funds, a Joint Motion for Dismissal with Prejudice of the Lawsuit and an Agreed Order of Dismissal with Prejudice of the Lawsuit.

11. Each Party represents and warrants to every other Party that he, she, or it owns and is hereby releasing the claims described herein to the extent set forth in paragraphs 2, 4, 5, and 6. Further, the Parties each represent and warrant to every other Party that he, she, or it is hereby releasing the other Party from all claims assertable by him, her, or it in the Lawsuit, whether or not she, he, or it actually asserted such claims. Defendant further represents and warrants to CSD that he has not attempted to encumber, sell, assign, convey, or otherwise transfer any right or interest in or to the Property.

Careful Review and Understanding of Agreement.

12. The Parties each represent that he, she, or it has carefully read this Agreement and understands its terms and conditions without reservation. The Parties acknowledge that he, she, or it has had ample opportunity to consult with legal counsel of his, her, or its choice regarding this Agreement, has not relied on any representations or statements of any other Party or his, her, or its counsel with respect to the subject matter of this Agreement, and understands that he, she, or it is relinquishing and releasing in their entirety the claims against each other Party in the Lawsuit as set forth herein. The Parties further expressly warrant and represent that he, she, or it is not relying upon any representation, agreement, arrangement, or understanding by or with another party hereto or any other party's agents, representatives or attorneys, and they expressly waive any claims of fraudulent inducement or misrepresentation. Such waiver includes the failure by any Party to disclose material information, whether or not a duty to disclose exists.

13. This Settlement Agreement and Release was the product of an arms-length negotiation between sophisticated parties. Accordingly, the Parties agree that any such rule which provides that a contract shall be construed against the party who drafted same or selected its language shall have no application to the construction, interpretation or enforcement of this Agreement.

Binding Effect.

14. This Agreement shall be binding upon and inure to the benefit of the Parties and their heirs, legal representatives, attorneys, shareholders, officers, directors, managers, members, employees, agents, divisions, parent companies, subsidiaries or affiliated corporations, successors, and assigns.

Acknowledgment of Consideration.

15. The Parties acknowledge that the covenants contained in this Agreement provide good and sufficient consideration for every promise, duty, release, obligation, and right contained in this Agreement.

Integration Clause.

16. This Agreement comprises all of the terms, conditions, agreements, and representations of the Parties respecting the Lawsuit and the settlement and dismissal thereof. This Agreement may be amended only by an instrument in writing executed jointly by the Parties. All representations and promises made by any Party to another, whether in writing or orally, concerning the Lawsuit, the Title Claim, the Property, the settlement of the Disputes, and the Parties' release of all claims against every other Party to the extent set forth in paragraphs 2, 4, 5, and 6 above are understood by the Parties to be merged into the Agreement.

No Admission.

17. It is fully understood by the Parties that this Agreement constitutes a settlement of disputed claims in order avoid the time and expense of further litigation, and that nothing herein shall constitute or imply an admission of liability of any kind or character, which such liability is expressly denied.

Severability.

18. If any portion or portions of this Agreement may be held by a court of competent jurisdiction to conflict with any federal, state, or local law, and as a result such portion or portions are declared to be invalid and of no force and effect in such jurisdiction, all remaining provisions of this Agreement shall otherwise remain in full force and effect and be construed as if such valid portion or portions has not been included herein.

Tax Considerations.

19. Defendant acknowledges that Plaintiff is not making any warranties or representations regarding the tax consequences of payment of the Settlement Funds or Defendant's receipt of the Settlement Funds.

Choice of Law and Forum.

20. The Parties agree that this Agreement, and any disputes arising out of it, shall be governed under the laws of the State of Texas, and agree to submit any disputes arising out of this Agreement to the exclusive jurisdiction of the state district courts of Texas in a county of proper venue.

Duplicate Originals.

21. This Agreement may be executed in duplicate original counterparts, each of which shall be considered an original for all purposes.

III.
CAPACITY & AUTHORITY

The undersigned warrants and represents that they have full authority to act in the capacity stated herein and bind themselves and those for which they are signing to the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates acknowledged below.

By:

Robert Dow
CSD VAN ZANDT, LLC

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a notary public in and for said County and State, on this day personally appeared Robert Dow, and stated that he executed the Full and Final Settlement Agreement and Release for purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2023.

Notary Public in and for the State of Texas



By:

Udo Birnbaum

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a notary public in and for said County and State, on this day personally appeared Udo Birnbaum, and stated that he executed the Full and Final Settlement Agreement and Release for purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2023.

Notary Public in and for the State of Texas

EXHIBIT 1
Property Description

Document No. 2022-007473

WARRANTY DEED WITH VENDORS LIEN

Parties: BARCLAY PATRICIA MOORE

to

CSD VAN ZANDT

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

On: 06/24/2022 at 01:11 PM

Document Number: 2022-007473

Receipt No.: 2022146043

Amount: \$ 46.00

By: jcollings
Susan Strickland, County Clerk
Van Zandt County, Texas

7 Pages

DO NOT REMOVE THIS PAGE – IT IS A PART OF THIS INSTRUMENT



STATE OF TEXAS
COUNTY OF VAN ZANDT

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded under the Document Number stamped hereon of the Official Public Records of Van Zandt County.

Susan Strickland, County Clerk

Record and Return To:

EAST TEXAS TITLE COMPANY
125 W MAIN ST

GUN BARREL CITY, TX 75156



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

WARRANTY DEED WITH VENDOR'S LIEN

Date: Executed as of the dates of the acknowledgments, to be effective June 21, 2022

Grantor: PATRICIA MOORE BARCLAY, A SINGLE WOMAN

Grantor's Mailing Address: 4707 Norwich Way
Missouri City, Fort Bend County, Texas 77459

Grantor: JAMES T. MOORE III, A SINGLE MAN

Grantor's Mailing Address: 105 Mistywood Cir.
Lufkin, Angelina County, Texas 75904

Grantor: LISA LEGER GIROT, A MARRIED WOMAN DEALING IN HER SOLE AND SEPARATE PROPERTY, NOT JOINED BY HER SPOUSE BECAUSE THE PROPERTY HEREIN CONVEYED FORMS NO PART OF HER HOMESTEAD

Grantor's Mailing Address: 623 Ginger St.
Sulphur, Calcasieu Parish, Louisiana 70663

Grantee: CSD VAN ZANDT, A TEXAS LIMITED LIABILITY COMPANY

Grantee's Mailing Address: 6115 Owens St. Ste. 201
Dallas, Dallas County, Texas 75235

Consideration:

TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration, and a note of even date that is in the principal amount of EIGHT HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$850,000.00), and is executed by Grantee, payable to the order of SANGER BANK. The note is secured by a vendor's lien retained in favor of SANGER BANK, in this Deed and by a Deed of Trust of even date from Grantee to CHARLES FENOGLIO, Trustee.

Property (including improvements):

All that certain lot, tract or parcel of land situated in the Pleasant Young Survey, Abstract No. 978, Van Zandt County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

Reservations from Conveyance and Warranty: NONE

Exceptions to Conveyance and Warranty:

Liens described a part of the consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of

improvements; all rights, obligations, and other matters arising from and existing by reason any governmental or other entity authorized to establish regulations and assess taxes and liens, including, but not limited to, the county where the property is located and water improvement districts; applicable zoning regulations; and taxes for the current year, which Grantee assumes and agrees to pay; but not subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantor assumes.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, and successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof except as to the reservations from and exceptions to conveyance and warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

SANGER BANK, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of SANGER BANK and are transferred to SANGER BANK, without recourse against Grantor.

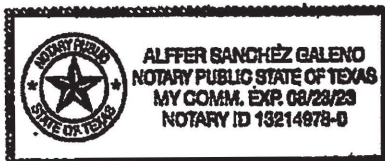
When the context requires, singular nouns and pronouns include the plural.


PATRICIA MOORE BARCLAY

STATE OF TEXAS §
COUNTY OF Von Zandt §

This instrument was acknowledged before me on the 22 day of June, 2022 by
PATRICIA MOORE BARCLAY.


NOTARY PUBLIC, STATE OF TEXAS

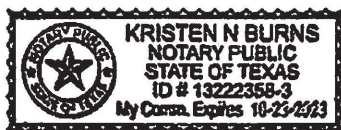


James T. Moore III
JAMES T. MOORE III

STATE OF TEXAS §

COUNTY OF Nacogdoches §

This instrument was acknowledged before me on the 22 day of June, 2022 by
JAMES T. MOORE III.



Kristen N. Burns
NOTARY PUBLIC, STATE OF TEXAS

Lisa Leger Girot
~~LISA LEGER GIROT~~

STATE OF LOUISIANA §
PARISH OF Calcasieu §

This instrument was acknowledged before me on the 26th day of June, 2022 by
LISA LEGER GIROT.

Donna L. Brown
NOTARY PUBLIC, STATE OF
LOUISIANA

PREPARED IN THE LAW OFFICE OF:
Celia C. Flowers
Attorney at Law
1021 ESE Loop 323, Suite 200
Tyler, Texas 75701

Donna L. Brown
Notary # 001657
Calcasieu Parish, Louisiana
Commission Expires at Death

AFTER RECORDING RETURN TO:

NDRE III LLC

EXHIBIT "A"

All that certain lot, tract or parcel of land located within the P. Young Survey, Abstract No. 978 of Van Zandt County, Texas, being all of a called 74.507 acre tract, described as Tract 1 and all of a called 74.507 acre tract, described as Tract 2 in a deed from T.C. Travis and wife, Carolyn Ann Travis to Udo H. Birnbaum, dated September 17, 1981 and recorded in Volume 964, Page 447 of the Deed Records of Van Zandt County, Texas, and this 148.12 acre tract being more fully described as follows:

BEGINNING at a Point in County Road 2916, the West line of a called 96.60 acre tract, described as Tract 2 in a deed from Jerry D. Robbins and Vicky A. Robbins to The Texas 4 R'S, LP, dated July 19, 2007 and recorded in Volume 2255, Page 113, and the common line of said P. Young Survey and the A. Flowers Survey, Abstract No. 264, and being at the Northeast corner of said 74.507 acre tract, Tract 1 and the Southeast corner of a called 5.00 acre tract as described in a deed from Fannie Mae to Paul G. Coker and Lindsay K. Coker, dated March 21, 2014 and recorded in Document No. 2014-002199, from which a 1/2" Iron Rod Found in the West line of said County Road 2916 and the common line of said 5.00 acre tract and a called 5.72 acre tract, described as Tract 2 in a deed from Bunny E. Anderson to Brady Irwin and Sharon Irwin, dated June 26, 2020 and recorded in Document No. 2020-085698 bears North 04 deg. 44 min. 24 sec. West, a distance of 513.56 feet;

THENCE with said County Road 2916, the West line of said 96.60 acre tract, a called 52.48 acre tract, described as Tract 1 in Said Volume 2255, Page 113, and the residue of a called 105.73 acre tract as described in a deed from Shirley Solivio Phillips, Executrix of the Estate of Harland William Phillips to Susan Alice Emerson, et al, dated January 25, 2005 and recorded in Volume 2001, Page 529; and the common line of said P. Young Survey, said A. Flowers Survey, and the W. Flowers Survey, Abstract No. 263, the following four (4) courses and distances:

South 01 deg. 18 min. 19 sec. East, a distance of 1,350.63 feet to a Point for Corner;

South 00 deg. 56 min. 34 sec. East, a distance of 1,127.70 feet to a Point for Corner;

South 01 deg. 25 min. 26 sec. East, a distance of 682.62 feet to a Point for Corner;

South 01 deg. 08 min. 12 sec. East, a distance of 313.34 feet to a Point for Corner at the Southeast corner of said 74.507 acre tract, Tract 2, same being the Northeast corner of a called 43.13 acre tract, described as Tract Two in a deed from Charles E. Womble, Trustee of the Richard E. Womble Irrevocable Trust to Charles E. Womble, dated December 5, 2013 and recorded in Document No. 2014-000264, from which an 8" wood fence corner post bears South 86 deg. 56 min. 28 sec. West, a distance of 39.71 feet;

THENCE South 89 deg. 17 min. 06 sec. West, with the North line of said 43.13 acre tract, a distance of 1,864.85 feet to a Point in an Oak Tree in the East line of a called 30.86 acre tract as described in a deed from Roy Allen Phillips and Gloria Jean Phillips to Steven D. Kiewit, dated February 25, 2022 and recorded in Document No. 2022-002473 and being at the most northerly Northwest corner of said 43.13 acre tract, from which a 1/2" Iron Rod Found at the Southeast corner of said 30.86 acre tract bears South 01 deg. 20 min. 05 sec. East, a distance of 423.03 feet;

THENCE North 01 deg. 20 min. 05 sec. West, with the East line of said 30.86 acre tract and a called 35.96 acre tract as described in a deed from Roy Allen Phillips and Gloria Jean Phillips to R.G. Phillips Revocable Trust, dated May 12, 2017 and recorded in Document No. 2017-004184, passing a 5/8" Iron Rod Found at the East common corner of same at 522.28 feet and continuing for a total distance of 1,562.69 feet to a 2" Steel Post fence corner found at the Southeast corner of a called 17.25 acre tract as described in a deed from the Sheriff of Van Zandt County, Texas to Manuel Gallegos, dated November 5, 2020 and recorded in Document No. 2020-011428;

THENCE North 01 deg. 07 min. 07 sec. West, with the East line of said 17.25 acre tract, a distance of 1,873.23 feet to a 3/4" Iron Pipe Found in the South line of a called 31.88 acre tract, described as Tract 1 in said Document No. 2020-005698 at the Northeast corner of said 17.25 acre tract, from which a 1/2" Iron Rod Found at the Southwest corner of said 31.88 acre tract bears South 88 deg. 06 min. 23 sec. West, a distance of 46.19 feet;

THENCE North 88 deg. 06 min. 23 sec. East, with the South line of said 17.25 acre tract, said 5.72 acre tract, and said 5.00 acre tract, passing a 1/2" Iron Rod Found at the South common corner of said 5.72 acre tract and said 5.00 acre tract at 1,450.81 feet and continuing for a total distance of 1,866.20 feet to the POINT OF BEGINNING AND CONTAINING 148.12 ACRES OF LAND.