

AN ORDINANCE OF THE CITY OF DENTON AUTHORIZING A RIGHT-OF-WAY USE AGREEMENT BETWEEN THE CITY OF DENTON, AS GRANTOR, AND DENTON HOUSING AUTHORITY, AS GRANTEE, REGARDING THE PLACEMENT OF PRIVATE WASTEWATER IMPROVEMENTS THAT ENCROACH INTO THE PUBLIC RIGHT-OF-WAY OF ROSELAWN DRIVE BEING IN THE A. HICKMAN SURVEY, ABSTRACT NO. 521, CITY OF DENTON, DENTON COUNTY, TEXAS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City is the owner of the Roselawn Drive right-of-way, located in the City of Denton, Denton County, Texas; and

WHEREAS, Denton Housing Authority is in contract to purchase real property situated in the A. Hickman Survey, Abstract 521, as further described in Exhibit "A" attached hereto and incorporated herein by reference (the "Owner's Property"); and

WHEREAS, Denton Housing Authority desires to install a 4-inch wastewater force main pipeline ("Private Improvements") within the Roselawn Drive right-of-way. The location of such Private Improvements will be located within the Roselawn Drive right-of-way as shown and depicted within the Agreement attached hereto and made a part hereof by reference as Exhibit "B" (the "Encroachment Agreement"); and

WHEREAS, the City Council having considered the Private Improvements and the Encroachment Agreement and finding that they are in the public's health and safety interest, is of the opinion that it should approve the Encroachment Agreement; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

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

SECTION 2. The Right-of-Way Agreement by and among the City of Denton, Texas, Rayzor Investments Ltd., and Denton Housing Authority, in substantially the form as attached hereto and made part of the ordinance for all purposes (the "Agreement"), is hereby approved.

SECTION 3. The City Manager or their designee is hereby authorized to execute the Agreement on behalf of the City.

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

SECTION 5. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by _____ and seconded motion to approve this ordinance was made by _____, the ordinance was passed and approved by the following vote [____ - ____]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Suzie Rumohr District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2025.

GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Marcella Lunn

Exhibit "A"

Owner's Property

SITUATED in the City of Denton, in the Asa Hickman Survey, Abstract No. 521 of Denton County, Texas and being a part of Section 11, Tract One and a part of Section 11, Tract Three as described in a Special Warranty Deed to Rayzor Investments, Ltd., dated December 4, 1985 and recorded in Volume 1796, Page 601, Deed Records, Denton County, Texas (D.R.D.C.T.) and the consolidation of said parcels being more particularly described by metes & bounds as follows:

BEGINNING at a 1/2 inch iron rod, topped with an orange plastic cap, stamped "G & A Consultants", found next to a fence corner post, on the current north right-of-way line of Roselawn Drive (60' wide public right-of-way at this point) for the most westerly northwest corner of that certain called 2.073 acre strip of land, described in "Exhibit A" of a Street Right-of-way Donation Deed to the City of Denton, recorded in Document No. 2008-78557, D.R.D.C.T. and said point being on the west line of the above described Section 11, Tract One and the east line of Roselawn Circle (an Easement & Right-of-way for Public Road and Street Purposes – 79' wide at this point) as described in Volume 387, Page 560, D.R.D.C.T.;

THENCE: North 00 deg. 06 min. 37 sec. West, departing from said Roselawn Drive, along the common line of said Section 11, Tract One and said Roselawn Circle and with an existing barbed wire fence, a distance of 452.00 feet to a 1/2 inch iron rod, topped with a red plastic cap, stamped "RPLS 4701", set on the north side of a fence corner post for the southeast corner of the above described Section 11, Tract Three and the northeast corner of said Roselawn Circle;

THENCE: South 89 deg. 40 min. 35 sec. West, along the south line of said Section 11, Tract Three and the north line of said Roselawn Circle and with an existing barbed wire fence, a distance of 79.00 feet to a 5/8 inch iron rod, topped with a red plastic cap, stamped "KHA", found on the south side of a fence corner post for the southeast corner of Block C of Eagle Creek Phase 4, an addition to the City of Denton according to the plat thereof, recorded in Document No. 2022-399, Plat Records, Denton County, Texas (P.R.D.C.T.);

THENCE: North 00 deg. 12 min. 32 sec. West, departing from said Roselawn Circle, along the east line of said Block C and with an existing barbed wire fence, a distance of 969.20 feet to a point for corner in the concrete base of a metal fence post that bears North 16 deg. 38 min. West – 0.35 feet for reference, said point being the southwesterly corner of that certain called 2.8659 acre tract of land described in a deed to Denton Independent School District (D.I.S.D.) recorded in Document No. 2024-66402, D.R.D.C.T.;

THENCE: North 89 deg. 46 min. 18 sec. East, along the southerly line of said D.I.S.D. tract and the southerly right-of-way line of Grackel Street (a Proposed 65' wide right-of-way), a distance of 103.32 feet to a 5/8 inch iron rod, topped with a red plastic cap, stamped "RPLS 1640" (hereinafter referred to as "RPLS 1640 cap"), found for corner at the beginning of a curve to the left, having a radius of 607.50 feet, a central angle of 20 deg. 01 min. 09 sec. and a chord that bears North 79 deg. 45 min. 44 sec. East – 211.20 feet;

THENCE: Continuing along the common line of said D.I.S.D tract and said proposed Grackel Street and with said curve to the left, an arc distance of 212.25 feet to a 5/8 inch iron rod with RPLS 1640 cap found for corner at the end of said curve;

THENCE: North 69 deg. 45 min. 08 sec. East, continuing along said common line, a distance of 100.00 feet to a 5/8 inch iron rod with RPLS 1640 cap found for corner at the beginning of a curve to the right, having a radius of 542.50 feet, a central angle of 45 deg. 58 min. 45 sec. and a chord that bears South 87 deg. 15 min. 28 sec. East – 423.75 feet;

THENCE: Continuing along said common line and with said curve to the right, an arc distance of 435.35 feet to a 5/8 inch iron rod with RPLS 1640 cap found for corner at the end of said curve;

THENCE: South 64 deg. 16 min. 07 sec. East, continuing along said common line, a distance of 100.10 feet to a 5/8 inch iron rod with RPLS 1640 cap found for corner on the west right-of-way line of the above described Roselawn Drive, for the southeast corner of the above described 2.8659 acre D.I.S.D. tract and said point being in a non-tangent curve to the left, having a radius of 2,785.08 feet, a central angle of 15 deg. 54 min. 05 sec. and a chord that bears South 17 deg. 07 min. 09 sec. West – 770.45 feet;

THENCE: Along the west right-of-way line of Roselawn Drive, with an existing barbed wire fence and with said curve to the left, an arc distance of 772.95 feet to a 5/8 inch iron rod with RPLS 1640 cap, found for corner at the end of said curve;

THENCE: South 09 deg. 10 min. 33 sec. West, continuing along the west right-of-way line of Roselawn Drive and with said fence, a distance of 237.50 feet to a 1/2 inch iron rod, topped with an orange plastic cap, stamped “G & A Consultants”, found for corner at the beginning of a curve to the right, having a radius of 545.00 feet, a central angle of 80 deg. 10 min. 04 sec. and a chord that bears South 49 deg. 13 min. 56 sec. West - 701.86 feet;

THENCE: Continuing along the northwesterly right-of-way of Roselawn Drive, with said fence and with said curve to the right, an arc distance of 762.56 feet to a 1/2 inch iron rod, topped with an orange plastic cap, stamped “G & A Consultants”, found for corner at the end of said curve;

THENCE: South 89 deg. 17 min. 22 sec. West, continuing along the north right-of-way line of Roselawn Drive and with said fence a distance of 38.79 feet to the POINT OF BEGINNING and containing 978,068 square feet or 22.453 acres of land.

EXHIBIT B

RIGHT OF WAY LICENSE TO USE CERTAIN CITY PROPERTY FOR PLACEMENT OF PRIVATE WASTEWATER PIPELINES

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DENTON §

THAT the City of Denton, Texas, a home rule municipal corporation (“Licensor”), acting by and through its duly authorized City Manager pursuant to Denton Development Code Section 35.16.19.D.8.h., for the consideration set out below, the receipt and sufficiency of which is hereby acknowledged, does hereby grant unto, the Denton Housing Authority, a Texas municipal housing authority organized under the laws of the State of Texas (“Licensee”), its successors and assigns, the right to enter upon, construct, operate, maintain, repair, replace and expand wastewater pipeline(s) in certain parcels of land or easements owned by the City of Denton in Denton County, Texas, Licensee to cross roads, streets and easements under the jurisdiction of Licensor as described in attached Exhibit “A” attached hereto and incorporated herein by reference (“Licensed Premises”). Licensee shall provide “as built drawings” to the office of the City Engineer and to the Wastewater Director of the City of Denton upon construction pursuant to the terms and conditions of this agreement (the “License”).

Section 1-Application.

The Licensee or its designee has submitted a complete application (“Application”) for the license to the Development Review Committee of the City of Denton (“DRC”), a plan accurately showing the proposed location, course and alignment of the proposed pipeline(s); a written application, which application shows the time, manner, means and method of the proposed construction, the particular commodity proposed to be transported through the pipeline(s) and the maximum pressure and maximum temperature under which the same may be pumped or otherwise caused or permitted to flow through any and all of the particular portions of the pipeline(s). The application includes:

- a. Maps or schematic drawings, in a format to be approved by DRC showing the route within the city of each pipeline including its location and elevation in every street (elevation need not be supplied for gathering systems, or if not economically feasible);
- b. The diameter, normal operating pressure range and the maximum allowable operating pressure of each pipeline, other than a gathering system, within the city;
- c. The materials transported by each pipeline within the city;

- d. The location of shutoff valves for every segment of a pipeline in a street;
- e. The business address and telephone number of the person responsible for the operation of each pipeline;
- f. The business address and telephone number of the owner of each pipeline;
- g. The telephone number of at least one emergency contact available on a 24-hour basis;
- h. Certificates of insurance for the coverage's set forth in this License;
- i. The name, address and telephone number of Licensee; and
- j. Such other information as the Development Assistance Team shall reasonably request that relates to placement of the pipeline(s) in the streets and/or easements and as to appropriate compensation herein.

An application review fee of \$1,000.00 has been or shall be paid by Licensee at the time the Application is submitted along with an application review fee of \$500.00 per right of way crossing and \$250 per easement crossing. Said plans shall consist not only of the plan and the matters described above but also of a suitable profile, accurately showing the location of all cutoff valves relative to the location of all streets or alleys across or along which the proposed pipeline(s) shall be laid. Two copies thereof along with two copies of the Application shall be presented to the office of the City Engineer and to the Wastewater Director of the City of Denton. No construction shall begin until such plans have been reviewed and approved by the office of the City Engineer and by the Wastewater Director of the City of Denton. The Application of Licensee is incorporated herein.

Section 2. Terms and conditions.

For and in consideration of the execution of this License and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows, to wit:

- 1. Term.** This License shall expire and terminate ten (10) years after the date of execution of this License by Licensor, unless terminated earlier as provided hereafter.
- 2. Material transported.** Licensee may operate the pipeline(s) authorized under this License solely for the purpose of transporting the wastewater material indicated in the Application or in accordance with any notice filed with the City Engineer and Wastewater Director pursuant to subsection 2(3), below. If Licensee changes the material transported in a pipeline, the Licensee shall notify the City Engineer and Wastewater Director in accordance with subsection 2(3), below.

- 3. Updating information.** Licensee shall update permit application information within 30 days after changes occur. Licensee shall not transport in a pipeline any material other than materials set forth in its Application and prior notices, or operate any pipeline in excess of its maximum operating pressure or disable any shutoff valve, without notifying the City Engineer and Wastewater Director of such change ten days or more prior to such change. Upon request by the City Engineer and Wastewater Director, made no more frequently than annually, Licensee shall certify in writing to the City Engineer and Wastewater Director that Licensee's information filed with the City is true, correct and complete.
- 4. As Built Drawings.** Licensee shall provide "as built drawings" to the office of the City Engineer and to the Wastewater Director of the City of Denton upon construction of the pipelines.
- 5. Option to Terminate.** Licensee shall have the option to terminate this License at any time upon giving the Licenser written notice sixty (60) days in advance of such termination, and upon termination shall not be entitled to any reimbursements of the license fee from the City.
- 6. Option to Terminate.** Licenser shall have the option to cancel and terminate this License for failure of Licensee to comply with any provisions or requirement contained in this License after sixty (60) days written notice to do so.
- 7. Condition Upon Termination.** Upon termination of this License, Licensee shall abandon the Licensed Premises leaving all improvements on or to the Licensed Premises in a good and serviceable condition, or Licensee may remove the improvements upon written consent by the City.
- 9. City Inspection.** The City retains the right to make visual, non-invasive inspections of the pipeline(s) and on request of the City from time to time, to require Licensee to provide available records and data in its possession or that it has a right to possess or inspect to demonstrate its current compliance with the terms of this License. Licensee shall pay to the Wastewater Director its customary fee for pipeline inspections.
- 10. Consideration.** (a) In consideration of the execution of this License, Licensee shall pay a license fee in the amount of Forty Two Thousand Nine Hundred Twenty Dollars (\$42,920) payable upon Licensee's execution of this License. Licensee shall obtain whatever rights and permission, other than the City of Denton, that may be necessary when Licensee encroaches on an easement in favor of parties other than Licenser. Licensee shall pay any and all amounts as may subsequently be set by ordinance as authorized in Section 2 (10)(b) below. The payment shall be made to Licenser at the office of the City Manager, City of Denton, 215 E. McKinney, Denton, Texas, 76201. The license fee payment shall be exclusive of and in addition to all general applicable permit fees and all municipal taxes of whatever nature, including but not limited to, ad valorem taxes and special taxes and assessments for

public improvements. The foregoing fees are stipulated to be commensurate with the city's expenses in administering, supervising, inspecting, and regulating pipelines in streets.

(b) The City does not waive by assessing the fees herein and expressly reserves its right to assess any other lawful fees or charges. Further, nothing contained in this License shall preclude the City from imposing other or additional fees or charges for the use or presence of pipelines in its streets if the City is required or allowed to assess such fees or charges pursuant to applicable federal, state or local law, now or hereafter existing, which authorizes the City to make a charge for the use of its streets in excess of the charges set forth in these Sections 2 (11) (a) and 2 (11) (b). Such other fees or charges, if assessed by the City, shall be in addition to and not in lieu of the charges set forth in these Section 2 (11) (a) and 2 (11) (b), to the extent allowed by law, but the remaining terms and provisions of this License shall remain in full force and effect, save and except of any conflict with the applicable law under which the other fees or charges are assessed.

11. Option to Renew. Licensee shall have the option of renewing and extending the term of this License for one additional term of ten (10) years, by payment of the license fee as prescribed in Section 2 (11), adjusted as provided herein, and giving notice of renewal in writing to the Licensor not less than ninety (90) days in advance of the date of termination of the initial (10) year term. The license fee or payment shall be adjusted by the Consumer Price Index (CPI) for the additional ten-year term or as may be set by the City Council of the City by Ordinance.

12. Construction Upon Execution. Subject to the terms hereof, Licensee or Licensee's Designee shall have the right to begin construction of wastewater pipeline(s) upon the execution of this License by all parties hereto. Licensee or Licensee's designee shall obtain all applicable City permits prior to construction activities of any kind from the City Engineer, who shall have the right to approve the plans and specifications for the crossing of the right of way or easement by construction activities. Licensee or Licensee's designee shall obtain a permit to operate the wastewater pipeline(s) from the Wastewater Director of the City of Denton prior to activating the wastewater pipeline(s). Except as may be permitted or authorized by the Licensor, no street or highway in the City of Denton shall be blocked or obstructed during construction or regular maintenance after construction. The placement of the wastewater pipeline(s) shall interfere as little as practicable with the use of the streets, sidewalks, alleys, easements or private property and shall be in accordance with the directives of the City Engineer of the City of Denton. Licensee or Licensee's designee shall bore under the Licensed Premises and shall not be permitted to open cut any of the Licensed Premises. If Licensee is found to be using the Licensed Premises for other purposes than those granted herein, or in a way not authorized herein, this License shall be null and void and Licensee shall have no further rights for Licensed Premises usage.

13. Insurance and Indemnity. Licensee shall provide or cause to be provided and shall require all contractors and subcontractors to provide the insurance described below upon execution of this License.

- a. **Commercial General Liability Insurance.** This coverage must include premises/operations, blowout or explosion, products/completed operations, blanket contractual liability, underground property damage, broad form property damage, independent contractors and personal injury. This coverage should be a minimum Combined Single Limit of \$1,000,000 per occurrence and \$2,000,000 aggregate for Bodily Injury and Property Damage. The insurance shall also include coverage for Environment Impairment with minimum limits of liability of \$5,000,000.00.
- b. **Automobile Liability Insurance.**
 - (1) Minimum Combined Single Limit of \$1,000,000 per occurrence for Bodily Injury and Property Damage; and
 - (2) The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page which includes coverage for hired, leased and non-owned vehicles.
- c. **Worker's Compensation Insurance.** In addition to the minimum statutory requirements:
 - (1) Employer's Liability limits of at least \$100,000 for each accident, \$100,000 for each employee, and a \$500,000 policy limit for occupational disease; and
 - (2) The Licensee shall comply with the provisions of Section 406.096 of the Texas Labor Code and rule 28 TAC 110.110 of the Texas Worker's Compensation Commission.
- d. **Excess Liability Insurance.** Excess Liability Insurance shall be provided with limits of not less than Five Million (\$5,000,000.00) annual aggregate.
- e. **Indemnification.** To the extent permissible by law, Licensee shall and hereby does indemnify, defend and hold harmless the Licensor, its officers, agents, elected officials and employees from and against all suits, damages, actions or claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons or property on account of or related to the operations of the Licensee, its agents, employees, contractors or subcontractors; or on account of or related to any action or omission of Licensee, its agents, employees, contractors or subcontractors related to the rights granted herein, and/or the occupation of City owned property or property interests by Licensee, its

agents, employees, contractors or subcontractors, in connection with or related to the obligations or rights of the Licensee under this License; and shall pay any loss, damage, claim and any judgment, with costs, which may be incurred by, occasioned upon or be obtained against the Licensor, its officers, agents, elected officials and employees growing out of or related to such injury or damage, INCLUDING BUT NOT LIMITED TO, LIABILITY, CLAIMS AND DAMAGES ARISING FROM, RELATED TO OR CAUSED, IN WHOLE OR IN PART, THE NEGLIGENCE, OF ANY KIND, TYPE OR DEGREE, OF THE CITY OF DENTON, ITS OFFICERS, AGENTS, ELECTED OFFICIALS AND/OR EMPLOYEES. IT IS UNDERSTOOD AND AGREED THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION IS AN INDEMNITY EXTENDED BY THE LICENSEE TO INDEMNIFY AND PROTECT THE CITY OF DENTON, TEXAS, ITS OFFICERS, AGENTS, ELECTED OFFICIALS AND EMPLOYEES FROM AND AGAINST ITS OWN NEGLIGENCE WHETHER THAT NEGLIGENCE IS THE SOLE OR THE CONTRIBUTING OR CONCURRENT CAUSE OF THE RESULTANT INJURY, DEATH AND/OR DAMAGE.

f. General provisions

- 1) All policies shall be endorsed to read “THIS POLICY WILL NOT BE CANCELLED OR NON-RENEWED WITHOUT 30 DAYS ADVANCED WRITTEN NOTICE TO THE OWNER AND THE CITY EXCEPT WHEN THIS POLICY IS BEING CANCELLED FOR NONPAYMENT OF PREMIUM, IN WHICH CASE 10 DAYS ADVANCE WRITTEN NOTICE IS REQUIRED”.
- 2) Commercial General Liability and Automobile Liability insurance shall be written by companies with A: VIII or better rating in accordance with the current AM Best Key Rating Guide.
- 3) Commercial General Liability, Automobile Liability, and Excess Liability insurance policies shall name as “Additional Insured” the Licensor and its officials, agents, employees, and volunteers.
- 4) Commercial General Liability, Automobile Liability, and Workers’ Compensation insurance policies shall provide a waiver of subrogation in favor of the Licensor.
- 5) Certificates of insurance must reflect all coverages and endorsements required by this section.
- 6) Coverage shall be placed with insurance carriers licensed to do business in the State of Texas or with nonadmitted carriers that have a financial rating comparable to carriers licensed to do business in Texas approved by the City.

14. License and Permit Bond. Licensee shall provide or cause to be provided a license and permit bond, in the amount of two thousand dollars (\$2,000.00) per street and/or easement crossing or incursion. In any event, the amount of the license and permit bond shall not exceed fifty thousand dollars \$50,000. The license and permit bond shall be executed by a surety company authorized to do business in the State of Texas in accordance with Chapter 2253 of the Texas Government Code.

15. Subordination. This License is subordinate to the Licensor's interests in the Licensed Premises. Licensor reserves the right to use the Licensed Premises and the airspace above the Licensed Premises for any public purpose allowed by law and to do and permit to be done, any work in connection therewith which may be deemed necessary or proper by the Licensor on, across, along, under or over said Licensed Premises; and whenever by reason of said work in connection with said other purposes it shall be necessary by the City to alter, change, adapt, conform or relocate Licensee's pipeline(s) or other property in any part of the Licensed Premises occupied by the Licensee, such alterations or changes or relocations shall be made by the Licensee when ordered in writing by the Licensor pursuant to directions from the City Manager without any claim for reimbursement for the costs of the relocation or for damages against the City; provided, that Licensee shall at all times be entitled to receive from the appropriate governmental bodies, excluding the City, payment for alteration or relocation of its lines or facilities to which Licensee may be lawfully entitled under applicable federal or state laws with respect to relocation payments.

16. Conflicts. In the event of any conflict between the parties hereto such that either party brings or commences any legal action or proceeding related to this License, including, but not limited to any action pursuant the provisions of the Texas Uniform Declaratory Judgments Act (Tex. Civ. Prac. & Rem. Code §37.001, et. seq.), the parties hereto agree to waive any and all rights to attorneys fees to which the prevailing party might otherwise be entitled.

17. Notice. Any notice or communication required in the administration of this License shall be sent by United States Mail, certified, return receipt requested, to the Licensor as follows:

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

Any notice or communication required in the administration of this License shall be sent to the Licensee as follows:

Licensee Name: Denton Housing Authority
Licensee Address: 1225 Wilson Street
Licensee City, Licensee State, Licensee Zip Code: Denton, TX 76205

Attention: Sherri McDade, Chief Executive Officer

Notice shall be deemed delivered and received three (3) days after mailing as provided herein.

18. Police Powers. Licensee is subject to all police powers of the City of Denton in the placement and maintenance of its wastewater pipeline(s), as well as all other ordinances as they currently exists and as may be amended in the future of the City of Denton. The City of Denton retains regulatory authority over all health, welfare and safety issues that may arise in regard to the transport of wastewater in the pipelines, except to the extent preempted by State or Federal law. Licensor shall have the right to inspect Licensee's safety reports and to require the inspection or review of its wastewater pipeline(s) by the Wastewater Director, or his designee or the City Engineer, or his designee, of the City of Denton. Licensee shall pay the City of Denton the cost of the inspection by the Wastewater Director, or his designee or the City Engineer, or his designee of the City of Denton.

19. Non-Transferable Without Consent. The rights granted by this License inure to the benefit of the Licensor. The rights shall not be assigned or transferred without the express written consent of the governing body of the City of Denton. City of Denton hereby acknowledges that certain Ground Lease by and between Licensee, as ground lessor, and Roselawn Village Ltd. ("Owner") as Tenant and that functions designated to Licensee herein may be delegated by the Licensee to Owner upon prior written notice of the specific function to be delegated. Any required consent is to be evidenced by ordinance or resolution of the City Council of the City of Denton.

20. Transfer or Partial Assignment. Except as otherwise provided herein, or except as may be hereafter determined by the parties, no party to this License may sell, assign, partially assign or transfer its interest in this License, or any of its rights, duties, or obligations hereunder, without the prior written consent of the other party. Notwithstanding the foregoing, the delegation or assignment by Licensee of rights, duties, or obligations, including but not limited to those rights specified in Sections 13 and 14 herein, to Owner shall not require the consent of Licensor upon prior written notice of the specific function to be delegated, transferred, or assigned. This allowance does not allow Licensee to assign or delegate rights, duties, or obligations to any entity other than Owner.

21. Waiver. No waiver or modification of this License or of any covenant, condition, limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith. No evidence of any waiver or modification shall be offered or received in evidence in any proceeding arising between the parties hereto out of or affecting this License, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing, and duly executed. The parties further agree that the provisions of this Article will not be waived unless as herein set forth.

22. Unenforceable Provisions. In the event that any one or more of the provisions contained in this License shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not effect the other provisions, and the License shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this License.

23. Entire Agreement. This License and the exhibits attached hereto, constitute the entire agreement among the parties hereto with respect to the subject matter hereof, and supersede any prior understandings or written or oral agreements between the parties with respect to the subject matter of this License. No amendment, modification, cancellation or alteration of the terms of this License shall be binding on any party hereto unless the same is in writing, dated subsequent to the date hereof, and is duly authorized and executed by the parties hereto.

24. No Waiver for Failure to Enforce. The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this License shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

25. Captions. The captions contained in this License are for informational purposes only and shall not in any way affect the substantive terms or conditions of this License.

26. Laws of Texas. This License shall be governed by and construed in accordance with the laws of the State of Texas. VENUE FOR ANY DISPUTE OR ACTION ARISING FROM OR RELATED TO THE PERFORMANCE OF THIS LICENSE SHALL SOLELY BE IN COURTS OF COMPETENT JURISDICTION IN DENTON COUNTY, TEXAS. All payments under this License shall take place in Denton County, Texas.

IN WITNESS WHEREOF, the parties hereto have executed this License in duplicate originals on this _____ day of _____ 2025.

LICENSOR
THE CITY OF DENTON, TEXAS

By _____
Sara Hensley, City Manager

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on _____, 2025, Sara Hensley, City Manager, of the City of Denton, Texas on behalf of said City.

Given under my hand and seal of office this ____ day of _____ 2025.

Notary Public

LICENSEE
DENTON HOUSING AUTHORITY

By_____

Name: Sherri McDade

Title: Chief Executive Officer

STATE OF TEXAS §
 §
COUNTY OF DENTON §

 This instrument was acknowledged before me on _____,
2025, by Sherri McDade, Chief Executive Officer of Denton Housing Authority, a
Texas municipal housing authority, on behalf of said municipal housing authority.

 Given under my hand and seal of office this ____ day of _____ 2025.

Notary Public

Notary Public, State of Texas
My Commission Expires: _____

EXHIBIT A

Page 1 of 4

**16' WIDE STREET
RIGHT-OF-WAY USE AGREEMENT
4,905 Sq. Ft./0.113 Acres
Asa Hickman Survey, Abstract No. 521
City of Denton, Denton County, Texas**

BEING a 4,905 square foot strip of land situated in the Asa Hickman Survey, Abstract No. 521, City of Denton, Denton County, Texas and being a part of Roselawn Drive right-of-way (40' wide right-of-way at this point) as recorded in Document No. 2008-78557, Deed Records, Denton County, Texas (D.R.D.C.T.) and also being part of Bernard Street (50' wide right-of-way) and said strip of land being more particularly described by metes & bounds as follows:

BEGINNING at a 5/8 inch iron rod, topped with a red plastic cap, stamped "RPLS 1640" found at the southeast corner of Lot 1, Block A of Borman Elementary School, an addition to the City of Denton, according to the Final Plat thereof, recorded in Document No. 2025-131, Plat Records, Denton County, Texas (P.R.D.C.T.) and said point also being at the intersection of the west right-of-way line of Roselawn Drive (60' wide public right-of-way at this point) and the south right-of-way line of Grackel Street (65' wide right-of-way) as dedicated by the above described Borman Elementary School plat and said point being in a non-tangent curve to the right, having a radius of 2,785.08 feet, a central angle of 03 deg. 37 min. 06 sec. and a chord that bears North 26 deg. 52 min. 44 sec. East – 175.86 feet;

THENCE: Crossing said Grackel Street, along the west right-of-way line of said Roselawn Drive, the southeasterly line of the above described Lot 1, Block A and with said curve to the right, an arc distance of 175.89 feet to a point for an angle corner;

THENCE: North 63 deg. 50 min. 20 sec. East, departing from said Lot 1, Block A, over & across said Roselawn Drive, a distance of 29.54 feet to a point on the north right-of-way line of said Roselawn Drive, for the southeast corner of Lot 2, Block A of said Borman Elementary School addition and same being the southwest corner of the right-of-way of the above described Bernard Street;

THENCE: North 14 deg. 20 min. 25 sec. East, along the common line of said Lot 2, Block A and said Bernard Street, a distance of 51.66 feet to a power pole for an angle corner;

THENCE: South 83 deg. 47 min. 19 sec. East, departing from said common line, over & across said Bernard Street, a distance of 39.83 feet to a point for corner;

THENCE: South 07 deg. 35 min. 20 sec. West, continuing across said Bernard Street, a distance of 16.00 feet to a point for corner;

THENCE: North 83 deg. 47 min. 19 sec. West, continuing across said Bernard Street, a distance of 25.57 feet to a point for corner;

THENCE: South 14 deg. 20 min. 25 sec. West, continuing across said Bernard Street, at a distance of 33.80 feet, passing the south line of said Bernard Street right-of-way and the north line of said Roselawn Drive right-of-way and continuing across said Roselawn Drive for a total distance of 45.16 feet to a point for corner;

THENCE: South 63 deg. 50 min. 20 sec. West, continuing across said Roselawn Drive, a distance of 31.84 feet to a point for corner at the beginning of a non-tangent curve to the left, having a radius of 2,769.08 feet, a central angle of 03 deg. 49 min. 19 sec. and a chord that bears South 26 deg. 40 min. 21 sec. West – 184.68 feet;

THENCE: Continuing across said Roselawn Drive and with said curve to the left, an arc distance of 184.71 feet to a point for corner at the end of said curve;

THENCE: North 65 deg. 18 min. 46 sec. West, continuing across said Roselawn Drive, a distance of 16.00 feet to a point for corner on the west line of said Roselawn Drive and the east line of that certain tract of land described as part of Section 11, Tract One in a Special Warranty Deed to Rayzor Investments, Ltd., recorded in Volume 1796, Page 601, D.R.D.C.T;

THENCE: North 19 deg. 40 min. 35 sec. West, departing from said Roselawn Drive, over & across said Rayzor Investments tract, a distance of 21.36 feet to a point for corner on the southerly right-of-way line of the above described Grackel Street;

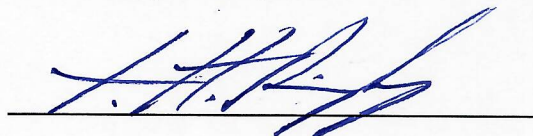
THENCE: South 64 deg. 16 min. 07 sec. East, along the southerly right-of-way line of said Grackel Street, a distance of 15.00 feet to the **POINT OF BEGINNING and containing 4,905 square feet or 0.113 acres of land.**

Note:

The Bearings shown hereon are Geodetic and were derived from GPS observations and measurements from The City of Denton Control Monuments #163 and #174 and are based on the Texas State Plane Coordinate System, North Central Zone (4202), NAD-83 projection.

A Survey Plat of equal date accompanies this metes & bounds description.

Prepared Under My Hand & Seal,
This 14th Day of June, 2025.



Lawrence H. Ringley, R.P.L.S.
State of Texas, No. 4701



Prepared By:

RINGLEY & ASSOCIATES, INC.
Texas Firm Registration No. 10061300
701 S. Tennessee Street
McKinney, Texas 75069
972-542-1266



Scale: 1"=100'

LOT 2, BLOCK A

BORMAN ELEMENTARY SCHOOL
Doc. No. 2025-131
P.R.D.C.T.

Power Pole

Asa Hickman S
William Daniel S

16' WIDE
STREET RIGHT-OF-WAY
USE AGREEMENT
4,905 Sq. Feet
0.113 Acres

GRACKEL STREET
(65' R.O.W.)

P.O.B.

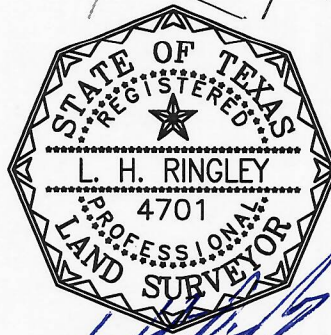
RPLS 1640
(CM)

RAYZOR INVESTMENTS, LTD.
Part of Section 11, Tract One
Vol. 1796, Pg. 601
D.R.D.C.T.

CITY OF DENTON
VARIABLE WIDTH
RIGHT-OF-WAY
Doc. No. 2008-78557
D.R.D.C.T.

25' WATERLINE
EASEMENT
Doc No. 2008-78560
D.R.D.C.T.

*LINE & CURVE
TABLES ON SHEET 4



LEGEND

P.O.B. = POINT OF BEGINNING
Vol. = Volume
Pg. = Page
Doc. No. = Document Number
P.R.D.C.T. = Plat Records, Denton County, Texas
D.R.D.C.T. = Deed Records, Denton County, Texas
CM = Controlling Monument
IRF = Iron Rod Found
GAC = 1/2" Iron Rod Found w/orange plastic cap
stamped Gorrondona & Associates, Inc.
RPLS 1640 = 5/8" Iron Rod Found w/red plastic
cap stamped RPLS 1640

REFERENCE BEARING

The Bearings shown hereon are Geodetic and were derived from GPS observations and measurements from The City of Denton Control Monuments #163 and #174 and are based on the Texas State Plane Coordinate System, North Central Zone (4202), NAD-83 projection.

A metes & bounds description of equal date accompanies this Easement Exhibit.

DENTON COUNTY
RIGHT-OF-WAY
Vol. 104, Pg. 387
D.R.D.C.T.

ROSELAWN DRIVE
UNION PACIFIC RAILROAD

EXHIBIT A

PAGE 3 OF 4

16' WIDE STREET
RIGHT-OF-WAY USE
AGREEMENT

4,905 Sq. Ft./0.113 Acres
situated in

Asa Hickman Survey, A-521
City of Denton, Denton County, Texas



RINGLEY & ASSOCIATES, INC.

SURVEYING • MAPPING • PLANNING
Texas Firm Registration No. 10061300
701 S. Tennessee - McKinney, Texas 75069
(972) 542-1266

Drawn by	Date	Scale
Mark Haab	06/14/2025	1" = 100'
Job	Title	Sheet
2023-035	2023-035-EX-DET.DWG	3 of 4

CURVE TABLE

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	3°37'06"	2,785.08'	175.89'	N 26°52'44" E	175.86'
C2	3°49'19"	2,769.08'	184.71'	S 26°40'21" W	184.68'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 63°50'20" E	29.54'
L2	N 14°20'25" E	52.62'
L3	S 83°47'19" E	39.83'
L4	S 07°35'20" W	16.00'
L5	N 83°47'19" W	25.57'
L6	S 14°20'25" W	45.16'
L7	S 63°50'20" W	31.84'
L8	N 65°18'46" W	16.00'
L9	N 19°40'35" W	21.36'
L10	S 64°16'07" E	15.00'



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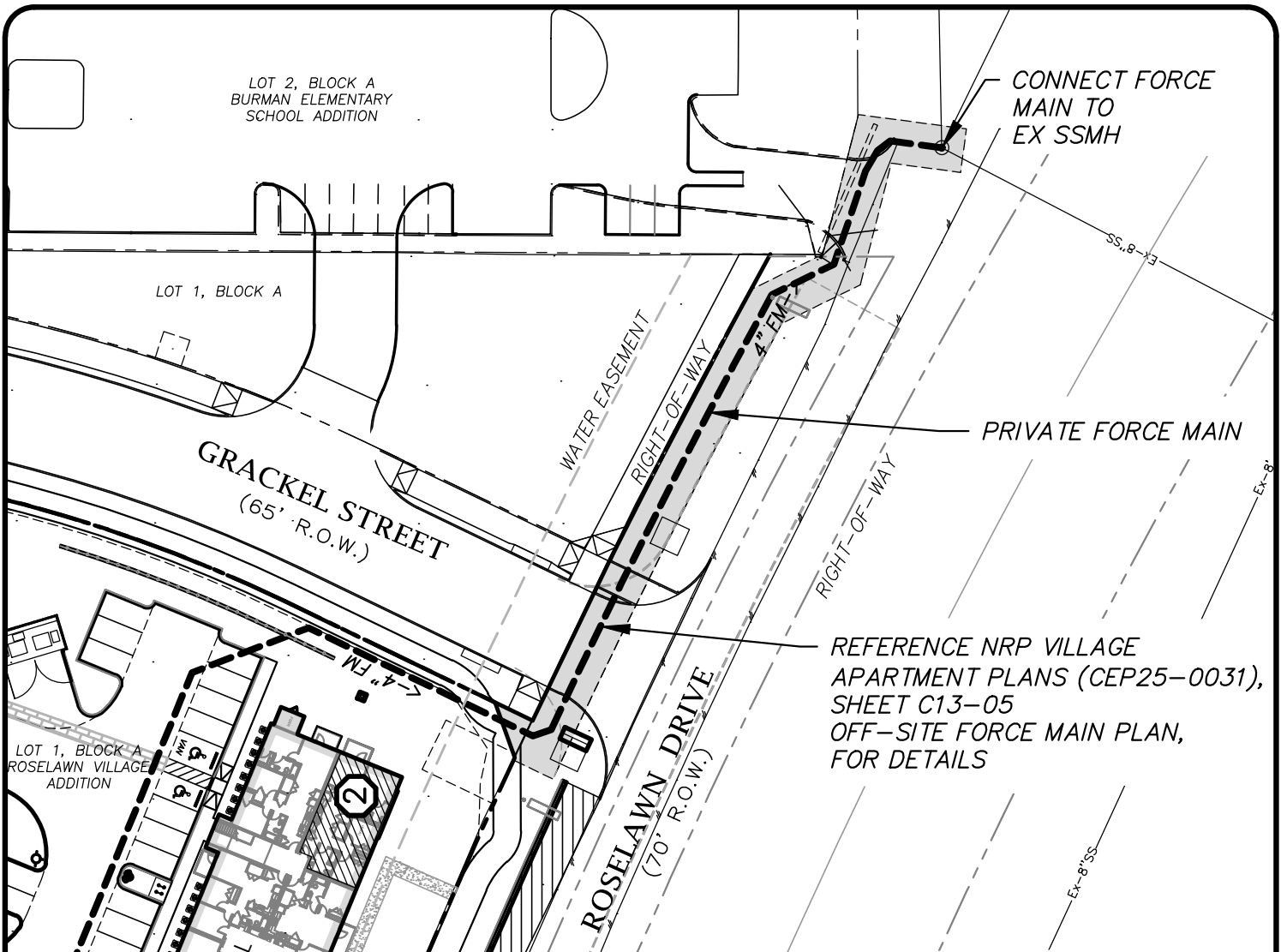
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EXHIBIT A

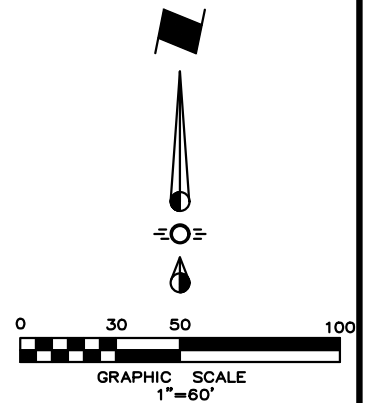
PAGE 4 OF 4

**16' WIDE STREET
 RIGHT-OF-WAY USE
 AGREEMENT**
4,905 Sq. Ft./0.113 Acres
 situated in
Asa Hickman Survey, A-521
City of Denton, Denton County, Texas

RINGLEY & ASSOCIATES, INC.		
SURVEYING • MAPPING • PLANNING Texas Firm Registration No. 10061300 701 S. Tennessee - McKinney, Texas 75069 (972) 542-1266		
Drawn by	Date	Scale
<i>Mark Haab</i>	06/14/2025	1" = 100'
Job	Title	Sheet
2023-035	2023-035-EX-DET.DWG	4 of 4



 STREET ROW USE AGREEMENT AREA



ROW AGREEMENT EXHIBIT

ROSELAWN VILLAGE DENTON

NRP VILLAGE APARTMENTS ADDITION
LOT 1, BLOCK A

JUNE 17, 2025



CROSS

ENGINEERING CONSULTANTS

1720 W. Virginia Street
972.562.4409

McKinney, Texas 75069
Texas P.E. Firm No. F-5935