

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON PROVIDING FOR THE ABANDONMENT, RELINQUISHMENT, AND QUITCLAIM A PUBLIC UTILITY AND SLOPE EASEMENT BEING APPROXIMATELY 0.151-ACRE, SITUATED IN THE M.E.P. & P.R.R. SURVEY, ABSTRACT NUMBER 1469, RECORDED BY COUNTY CLERK DOCUMENT NUMBER 2014-128542, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS GRANTED TO THE CITY OF DENTON BY HABIB PYARALI ARAB; PROVIDING FOR THE QUITCLAIM THEREOF TO VELOCIS DENTON SOUTH JV, LP, A DELAWARE LIMITED PARTNERSHIP; PROVIDING FOR THE TERMS AND CONDITIONS OF THE ABANDONMENT, RELINQUISHMENT, AND QUITCLAIM MADE HEREIN; PROVIDING FOR THE CONVEYANCE OF A EASEMENT AND/OR FACILITIES TO THE CITY OF DENTON; PROVIDING FOR THE INDEMNIFICATION OF THE CITY OF DENTON AGAINST DAMAGES ARISING OUT OF THE ABANDONMENT HEREIN; PROVIDING FOR CONSIDERATION TO BE PAID TO THE CITY OF DENTON AND PROVIDING FOR A SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Denton (“City”) is the holder of a 0.151 acre Public Slope and Utility Easement granted by Habib Pyarali Arab, recorded by County Clerk File No. 2014-128542, Real Property Records of Denton County, Texas (the “Subject Easement”); and

WHEREAS, Velocis Denton South JV, LP, a Delaware limited partnership (“Grantee”), is the record abutting owner of the property subject to the Subject Easements, General Warranty Deed recorded by County Clerk File Number 2022-49250, Real Property Records, Denton County, Texas, General Warranty Deed recorded by County Clerk File Number 2022-49251, Real Property Records, Denton County, Texas, General Warranty Deed recorded by County Clerk File Number 2023-58587, Real Property Records, Denton County, Texas; and

WHEREAS, the Grantee has requested the City to abandon, relinquish, and quitclaim the 0.151-acre Slope and Utility Easement (“Abandonment Tract”), as the Abandonment Tract encumber areas of the Mayhill 380 Business Park Addition, County Clerk File Number 2023-247, Plat Records, Denton County, Texas and encumbers certain Lots from being developed for its slated Light Industrial use; and

WHEREAS, site grading and public utilities have been installed by Grantee and accepted by City Staff eliminating the need for the Abandonment Tract; and

WHEREAS, the Grantee, as required by the Denton Development Code, has constructed public utility infrastructure improvements, and graded the site to provide the necessary public improvements for the development and has conveyed public easements by Plat for which the new public improvements are located within; and

WHEREAS, City Staff reviewed the request of the Grantee and determined that the Abandonment Tract is no longer necessary for any current or future slope and utility project which will allow for the area to be developed with permitted improvements, and City Staff recommends the Abandonment Tracts be released, abandoned, and quitclaimed in its entirety as specified herein; and

WHEREAS, the City Engineer and Public Works staff have confirmed that the property has been developed in such a manner that the Abandonment Tract is no longer necessary to address previous public concerns on the property or for any current or future public drainage projects; and

WHEREAS, Section 272.001 (b)(2) of the Texas Local Government Code provides an applicable exception to the notice and bidding requirements where land and interests to be abandoned are used by easement, fair market value has been determined, and the exchange transaction is with an adjacent landowner; and

WHEREAS, Section 272.001 also provides that the land and those interests may be conveyed, sold, or exchanged for less than the fair market value if exchanged with an abutting property owner who owns the underlying fee simple; and

WHEREAS, an independent appraisal of the Abandonment Tract was provided by the Grantee, and it lists the fair market value at Nineteen Thousand Eighty-two Dollars and 00/100 Dollars (\$19,082.00); and

WHEREAS, the initial purchase of the Subject Easement and a Fee Simple tract was approved by Ordinance 2014-308. Said Ordinance approved the negotiated settlement amount of Two Hundred Eighty-Seven Thousand Nine Hundred Dollars (\$287,900.00) for the Fee Simple tract and Subject Easement. Said amount was paid to Habib Pyarali Arab, who was a previous Property Owner. Closing records of the transaction show the settlement amount of the Subject Easement to be Nineteen Thousand Four Hundred Ninety-three Dollars (\$19,493.00). An appraisal of the Subject Easement was made for the benefit of the 2014 transaction and valued the Subject Easement at Fifteen Thousand Five Hundred Ninety-four Dollars (\$15,594.00); and

WHEREAS, Staff recommends releasing the Abandonment Tract at a cost of Nineteen Thousand Four Hundred Ninety-three Dollars and 00/100 Dollars (\$19,493.00); to the Grantee as the City acquired the easement at this amount, and has no identified current or future use for the Subject Easement; and

WHEREAS, the City Council of the City of Denton, acting pursuant to law and upon the request and petition of the Grantee is of the opinion that the best interest and welfare of the City will be served by abandoning, relinquishing and quitclaiming the City of Denton's right, title and interest in and to the Subject Easements to the Grantee, and is of the opinion that, subject to the terms and conditions hereinafter provided, Subject Easements are no longer needed for municipal use, and same should be abandoned, relinquished and quitclaimed to the Grantee as hereinafter provided, for consideration hereinafter stated; NOW, THEREFORE,

WHEREAS, the City Council of the City of Denton is of the opinion that the best interest and welfare of the City will be served by abandoning, relinquishing and quitclaiming the Abandonment Tract to the Grantee for the consideration and subject to the terms and conditions hereinafter more fully set forth; Now, Therefore,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The recitations and finding set forth above are incorporated herein by

reference.

SECTION 2. That the City of Denton hereby abandons, relinquishes and quitclaims all of its right, title and interest in and to the tract of land described in Exhibit A, attached hereto and made apart hereof; subject to the conditions hereinafter more fully set out.

SECTION 3. That for and in monetary consideration of the sum of Nineteen Thousand Four Hundred Ninety-three Dollars and 00/100 Dollars (\$19,493.00) paid by Velocis Denton South JV, LP, a Delaware limited partnership, and the further consideration described in Sections 4, 7 and 9, the City of Denton does by these presents **FOREVER QUITCLAIM** unto the said **Grantee**, subject to the conditions, reservations, and exceptions hereinafter made and with the restrictions and upon the covenants below stated, all its right, title in and to the certain tract(s) or parcel(s) of land hereinabove described in Exhibit A. **TO HAVE AND TO HOLD** all of such right, title and interest in and to the property and premises, subject aforesaid, together with all and singular the rights, privileges, hereditaments and appurtenances thereto in any manner belonging unto the said **Grantee** forever may be abandoned, released, and vacated.

SECTION 4. That the abandonment, relinquishment and quitclaim provided for herein are made subject to all present zoning and deed restrictions, if the latter exist, and are subject to all existing easement rights of others, if any, whether apparent or non-apparent, aerial, surface, underground or otherwise, if any, whether apparent or non-apparent, aerial, surface, underground or otherwise.

SECTION 5. That the terms and conditions contained in this ordinance shall be binding upon the Grantee, its heirs, successors and assigns.

SECTION 6. That the abandonment, relinquishment and quitclaim provided for herein shall extend only to that interest the Governing Body of the City of Denton may legally and lawfully abandon, relinquish and quitclaim.

SECTION 7. **THAT AS A CONDITION OF THIS ABANDONMENT AND AS A PART OF THE CONSIDERATION FOR THE QUITCLAIM TO THE GRANTEE, ITS HEIRS, SUCCESSORS AND ASSIGNS, AGREE TO INDEMNIFY, DEFEND, RELEASE AND HOLD HARMLESS THE CITY OF DENTON TO ANY AND ALL CLAIMS FOR DAMAGES, FINES, PENALTIES, COSTS OR EXPENSES TO PERSONS OR PROPERTY THAT MAY ARISE OUT OF, OR BE OCCASIONED BY OR FROM: (I) THE USE AND OCCUPANCY OF THE AREA DESCRIBED IN EXHIBIT A BY THE GRANTEE, ITS HEIRS, SUCCESSORS AND ASSIGNS; (II) THE PRESENCE, GENERATION, SPILLAGE, DISCHARGE, RELEASE, TREATMENT OR DISPOSITION OF ANY HAZARDOUS SUBSTANCE ON OR AFFECTING THE AREA SET OUT IN EXHIBIT A; (III) ALL CORRECTIVE ACTIONS CONCERNING ANY DISCOVERED HAZARDOUS SUBSTANCES ON OR AFFECTING THE AREA DESCRIBED IN EXHIBIT A, WHICH THE GRANTEE, ITS HEIRS, SUCCESSORS AND ASSIGNS, AGREE TO UNDERTAKE AND COMPLETE IN ACCORDANCE WITH APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS; AND (IV) THE ABANDONMENT, CLOSING, VACATION AND RELEASE BY THE CITY OF DENTON OF THE AREA SET OUT IN EXHIBIT A. THE GRANTEE, ITS HEIRS, SUCCESSORS AND ASSIGNS, HEREBY**

AGREE TO DEFEND ANY AND ALL SUITS, CLAIMS, OR CAUSES OF ACTION BROUGHT AGAINST THE CITY OF DENTON ON ACCOUNT OF SAME, AND DISCHARGE ANY JUDGMENT OR JUDGMENTS THAT MAY BE RENDERED AGAINST THE CITY OF DENTON IN CONNECTION THEREWITH. FOR PURPOSES HEREOF, "HAZARDOUS SUBSTANCE" MEANS THE FOLLOWING: (A) ANY "HAZARDOUS SUBSTANCES" UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, 42 U.S.C. SECTION 9601 ET SEQ., AS AMENDED; (B) ANY "HAZARDOUS SUBSTANCE" UNDER THE TEXAS HAZARDOUS SUBSTANCES SPILL PREVENTION AND CONTROL ACT, TEX. WATER CODE, SECTION 26.261 ET SEQ., AS AMENDED; (C) PETROLEUM OR PETROLEUM-BASED PRODUCTS (OR ANY DERIVATIVE OR HAZARDOUS CONSTITUENTS THEREOF OR ADDITIVES THERETO), INCLUDING WITHOUT LIMITATION, FUEL AND LUBRICATING OILS; (D) ANY "HAZARDOUS CHEMICALS" OR "TOXIC CHEMICALS" UNDER THE OCCUPATIONAL SAFETY AND HEALTH ACT, 29 U.S.C. SECTION 651 ET SEQ., AS AMENDED; (E) ANY "HAZARDOUS WASTE" UNDER THE RESOURCE CONSERVATION AND RECOVERY ACT, 42U.S.C. SECTION 6901 ET SEQ., AS AMENDED; AND (F) ANY "CHEMICAL SUBSTANCE" UNDER THE TOXIC SUBSTANCE CONTROL ACT, 15 U.S.C. SECTION 2601 ET SEQ., AS AMENDED. REFERENCES TO PARTICULAR ACTS OR CODIFICATIONS IN THIS DEFINITION INCLUDE ALL PAST AND FUTURE AMENDMENTS THERETO, AS WELL AS APPLICABLE RULES AND REGULATIONS AS NOW OR HEREAFTER PROMULGATED THEREUNDER.

SECTION 8. That this abandonment, relinquishment and quitclaim of the City's right, title and interest in and to Subject Easement shall not become effective until and unless: Grantee files with the Denton County Clerk an amended plat that (i) removes the depiction of the Abandonment Tract, (ii) references this ordinance in the plat notes, and (iii) clearly sets forth the 0.504 acre Public Utility Easement previously dedicated by Grantee via plat. Such amended plat must be filed within 90 days of the date of this ordinance; provided, however, that the Director of Development Services, or designee, may extend such timeline in the reasonable discretion of the Director of Development Services, or designee.

SECTION 9. Upon evidence showing satisfaction of the above requirements, the City Manager, or designee, is authorized to execute a quitclaim deed document evidencing the abandonment of the Abandonment Tract, suitable for recordation in the Real Property Records of Denton County, Texas.

SECTION 10. That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the Deed Records of Denton County, Texas, which certified copy shall be delivered to the Director of Development Services, or designee.

SECTION 11. Notwithstanding anything to the contrary contained in this ordinance, the City of Denton retains and reserves any and all easements, rights of way, and any other rights or interests, other than the Subject Easements abandoned, relinquished and quitclaimed in Section 2 above, whether acquired, obtained, owned, or claimed by the City of Denton or public, by, through, or under conveyance, dedication by plat, or other express dedication, implied dedication,

prescription, or by any other manner or means, in or to lands in which the Subject Easements may cover, encumber, include, cross, or overlap.

SECTION 12. The provisions of this ordinance are severable, and the invalidity of any phrase, clause, or part of this ordinance shall not affect the validity or effectiveness of the remainder of the ordinance.

SECTION 13. 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

ORDINANCE NO. _____

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WHEREAS, the Grantee has requested the City to abandon, relinquish, and quitclaim the 0.151-acre Slope and Utility Easement (“Abandonment Tract”), as the Abandonment Tract encumber areas of the Mayhill 380 Business Park Addition, County Clerk File Number 2023-247, Plat Records, Denton County, Texas and encumbers certain Lots from being developed for its slated Light Industrial use; and

WHEREAS, site grading and public utilities have been installed by Grantee and accepted by City Staff eliminating the need for the Abandonment Tract; and

WHEREAS, the Grantee, as required by the Denton Development Code, has constructed public utility infrastructure improvements, and graded the site to provide the necessary public improvements for the development and has conveyed public easements by Plat for which the new public improvements are located within; and

WHEREAS, City Staff reviewed the request of the Grantee and determined that the Abandonment Tract is no longer necessary for any current or future slope and utility project which will allow for the area to be developed with permitted improvements, and City Staff recommends the Abandonment Tracts be released, abandoned, and quitclaimed in its entirety as specified herein; and

WHEREAS, the City Engineer and Public Works staff have confirmed that the property has been developed in such a manner that the Abandonment Tract is no longer necessary to address previous public concerns on the property or for any current or future public drainage projects; and

WHEREAS, Section 272.001 (b)(2) of the Texas Local Government Code provides an applicable exception to the notice and bidding requirements where land and interests to be abandoned are used by easement, fair market value has been determined, and the exchange transaction is with an adjacent landowner; and

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WHEREAS, Staff recommends releasing the Abandonment Tract at a cost of Nineteen Thousand Four Hundred Ninety-three Dollars and 00/100 Dollars (\$19,493.00); to the Grantee as the City acquired the easement at this amount, and has no identified current or future use for the Subject Easement; and

WHEREAS, the City Council of the City of Denton, acting pursuant to law and upon the request and petition of the Grantee is of the opinion that the best interest and welfare of the City will be served by abandoning, relinquishing and quitclaiming the City of Denton's right, title and interest in and to the Subject Easements to the Grantee, and is of the opinion that, subject to the terms and conditions hereinafter provided, Subject Easements are no longer needed for municipal use, and same should be abandoned, relinquished and quitclaimed to the Grantee as hereinafter provided, for consideration hereinafter stated; NOW, THEREFORE,

WHEREAS, the City Council of the City of Denton is of the opinion that the best interest and welfare of the City will be served by abandoning, relinquishing and quitclaiming the Abandonment Tract to the Grantee for the consideration and subject to the terms and conditions hereinafter more fully set forth; Now, Therefore,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The recitations and finding set forth above are incorporated herein by

reference.

SECTION 2. That the City of Denton hereby abandons, relinquishes and quitclaims all of its right, title and interest in and to the tract of land described in Exhibit A, attached hereto and made apart hereof; subject to the conditions hereinafter more fully set out.

SECTION 3. That for and in monetary consideration of the sum of Nineteen Thousand Four Hundred Ninety-three Dollars and 00/100 Dollars (\$19,493.00) paid by Velocis Denton South JV, LP, a Delaware limited partnership, and the further consideration described in Sections 4, 7 and 9, the City of Denton does by these presents **FOREVER QUITCLAIM** unto the said **Grantee**, subject to the conditions, reservations, and exceptions hereinafter made and with the restrictions and upon the covenants below stated, all its right, title in and to the certain tract(s) or parcel(s) of land hereinabove described in Exhibit A. **TO HAVE AND TO HOLD** all of such right, title and interest in and to the property and premises, subject aforesaid, together with all and singular the rights, privileges, hereditaments and appurtenances thereto in any manner belonging unto the said **Grantee** forever may be abandoned, released, and vacated.

SECTION 4. That the abandonment, relinquishment and quitclaim provided for herein are made subject to all present zoning and deed restrictions, if the latter exist, and are subject to all existing easement rights of others, if any, whether apparent or non-apparent, aerial, surface, underground or otherwise, if any, whether apparent or non-apparent, aerial, surface, underground or otherwise.

SECTION 5. That the terms and conditions contained in this ordinance shall be binding upon the Grantee, its heirs, successors and assigns.

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AGREE TO DEFEND ANY AND ALL SUITS, CLAIMS, OR CAUSES OF ACTION BROUGHT AGAINST THE CITY OF DENTON ON ACCOUNT OF SAME, AND DISCHARGE ANY JUDGMENT OR JUDGMENTS THAT MAY BE RENDERED AGAINST THE CITY OF DENTON IN CONNECTION THEREWITH. FOR PURPOSES HEREOF, "HAZARDOUS SUBSTANCE" MEANS THE FOLLOWING: (A) ANY "HAZARDOUS SUBSTANCES" UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, 42 U.S.C. SECTION 9601 ET SEQ., AS AMENDED; (B) ANY "HAZARDOUS SUBSTANCE" UNDER THE TEXAS HAZARDOUS SUBSTANCES SPILL PREVENTION AND CONTROL ACT, TEX. WATER CODE, SECTION 26.261 ET SEQ., AS AMENDED; (C) PETROLEUM OR PETROLEUM-BASED PRODUCTS (OR ANY DERIVATIVE OR HAZARDOUS CONSTITUENTS THEREOF OR ADDITIVES THERETO), INCLUDING WITHOUT LIMITATION, FUEL AND LUBRICATING OILS; (D) ANY "HAZARDOUS CHEMICALS" OR "TOXIC CHEMICALS" UNDER THE OCCUPATIONAL SAFETY AND HEALTH ACT, 29 U.S.C. SECTION 651 ET SEQ., AS AMENDED; (E) ANY "HAZARDOUS WASTE" UNDER THE RESOURCE CONSERVATION AND RECOVERY ACT, 42U.S.C. SECTION 6901 ET SEQ., AS AMENDED; AND (F) ANY "CHEMICAL SUBSTANCE" UNDER THE TOXIC SUBSTANCE CONTROL ACT, 15 U.S.C. SECTION 2601 ET SEQ., AS AMENDED. REFERENCES TO PARTICULAR ACTS OR CODIFICATIONS IN THIS DEFINITION INCLUDE ALL PAST AND FUTURE AMENDMENTS THERETO, AS WELL AS APPLICABLE RULES AND REGULATIONS AS NOW OR HEREAFTER PROMULGATED THEREUNDER.

SECTION 8. That this abandonment, relinquishment and quitclaim of the City's right, title and interest in and to Subject Easement shall not become effective until and unless: (i) the existing installations and facilities are relocated, at Grantee's expense, to the new easement, to be provided by Grantee and acceptable to the Director of Development Services, as is hereinafter provided; and (ii) plans for the construction and relocation of installations within the new easement are approved by the Director of Development Services; and (iii) said construction and relocation of installations are completed, approved and accepted in writing by the Director of Development Services. Grantee will grant the new easement at no cost consideration to the City and all work shall be done at the sole cost of Grantee and to the satisfaction of the Director of Development Services. Failure to relocate to the new easement in accordance with the terms of this section shall render this ordinance null and void and of no further effect. Grantee will also file an amended plat that (i) removes the depiction of the Abandonment Tract, (ii) references this ordinance in the plat notes, and (iii) clearly sets forth the 0.504 acre Public Utility Easement dedicated by Grantee via plat. Such amended plat must be filed within 90 days of the date of this ordinance.

SECTION 9. Upon evidence showing satisfaction of the above requirements, the City Manager, or designee, is authorized to execute a quitclaim deed document evidencing the abandonment of the Abandonment Tract, suitable for recordation in the Real Property Records of Denton County, Texas.

SECTION 10. That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the Deed Records of Denton County, Texas, which certified

copy shall be delivered to the Director of Development Services, or designee.

SECTION 11. Notwithstanding anything to the contrary contained in this ordinance, the City of Denton retains and reserves any and all easements, rights of way, and any other rights or interests, other than the Subject Easements abandoned, relinquished and quitclaimed in Section 2 above, whether acquired, obtained, owned, or claimed by the City of Denton or public, by, through, or under conveyance, dedication by plat, or other express dedication, implied dedication, prescription, or by any other manner or means, in or to lands in which the Subject Easements may cover, encumber, include, cross, or overlap.

SECTION 12. The provisions of this ordinance are severable, and the invalidity of any phrase, clause, or part of this ordinance shall not affect the validity or effectiveness of the remainder of the ordinance.

SECTION 13. 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

Denton County
Cynthia Mitchell
County Clerk
Denton, TX 76202



70 2014 00128542

Instrument Number: 2014-128542

Recorded On: December 19, 2014

As
Easement

Parties: ARAB HABIB PYRALI

To

Billable Pages: 7

Number of Pages: 7

Comment:

(Parties listed above are for Clerks reference only)

**** THIS IS NOT A BILL ****

Easement	50.00
Total Recording:	50.00

***** **DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT** *****

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

File Information:

Document Number: 2014-128542
Receipt Number: 1235919
Recorded Date/Time: December 19, 2014 04:06:16P

Record and Return To:

TITLE RESOURCES
WILL CALL
DENTON TX 76202

User / Station: D Kitzmiller - Cash Station 2



THE STATE OF TEXAS }
COUNTY OF DENTON }

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

Cynthia Mitchell

County Clerk
Denton County, Texas

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.

UTILITY AND SLOPE EASEMENT

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

THAT Habib Pyarali Arab ("Grantor"), in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by the City of Denton, Texas, receipt and sufficiency of which is hereby acknowledged, has GRANTED, BARGAINED, SOLD and CONVEYED and does by these presents GRANT, BARGAIN, SELL and CONVEY unto the City of Denton, Texas ("Grantee") a perpetual utility and slope easement in, along, upon, under, over and across the following described property (the "Property"), owned by Grantor, and situated in Denton County, Texas, located in the M.E.P. and P.R.R. Company Survey, Abstract No. 1469, in the City of Denton, Denton County, Texas, to wit:

PROPERTY DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B",

ATTACHED HERETO AND MADE A PART HEREOF

For the following purposes:

Constructing, reconstructing, installing, repairing, relocating, operating, and perpetually maintaining utilities and lateral slope, and related facilities and appurtenances, in, along, upon, under, over and across said Property, including without limitation, the free and uninterrupted use, liberty, passage, ingress, egress and regress, at all times in, along, upon, under, over and across the Property to Grantee herein, its agents, employees, contractors, workmen and representatives, for the purposes set forth herein, including without limitation, the making additions to, improvements on and repairs to said facilities and/or lateral slope features or grade, or any part thereof.

EXHIBIT A

This Easement is subject to the following covenants and agreements:

1. **Structures.** No buildings, fences, structures, signs, facilities, improvements or obstructions of any kind, or portions thereof, shall be constructed, erected, reconstructed or placed in, along, upon, under, over or across the Property by Grantor. Further, Grantor stipulates and acknowledges that the Grantee, in consideration of the benefits above set out, may alter the grade of the Property and may remove from the Property, such buildings, fences, structures, signs, facilities, improvements and other obstructions as may now or hereafter be found upon said Property and dispose of any such buildings, fences, structures, signs, facilities, improvements or obstructions in any manner it deems appropriate without liability to Grantee.

2. **Maintenance of Lateral Slope.** No activity, of any kind, shall be conducted on the Property by Grantor that may impair, damage or destroy the lateral slope, including without limitation, excavation or movement of soil or other material.

3. **Access.** For the purpose of exercising and enjoying the rights granted herein, the Grantee shall have access to the Property by way of existing public property or right-of-way.

4. **Trees and Landscaping.** No shrub or tree shall be planted upon the Property or that may encroach upon the Property. Grantee may cut, trim, or remove any shrubs or trees, or portions of shrubs or trees now or hereafter located within or that may encroach or overhang upon the Property without liability to Grantee, including without limitation, the obligation to make further payment to Grantor.

5. **Grantor's Rights.** Grantor shall have the right, subject to the covenants and restrictions contained herein, to make use of the Property for any purpose that does not interfere with Grantee's rights granted to it herein for the purposes granted.

6. **Successors and Assigns.** This grant and the provisions contained herein shall constitute covenants running with the land and shall be binding upon the Grantor and Grantee, and their heirs, devisees, successors and assigns.

EXHIBIT A

TO HAVE AND TO HOLD unto the said City of Denton, Texas as aforesaid for the purposes aforesaid the premise above described.

Witness our hand, this the 19 day of Dec, 2014.

Grantor:

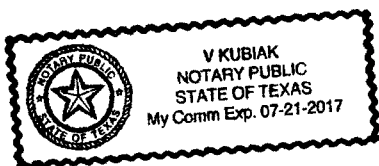

HABIB PYARALI ARAB

ACKNOWLEDGMENT

THE STATE OF TEXAS §

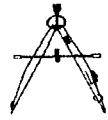
COUNTY OF DENTON §

This instrument was acknowledged before me on Dec 19, 2014 by of Habib Pyarali Arab.




Notary Public, State of Texas
My commission expires: _____

AFTER RECORDING RETURN TO:
City of Denton – Engineering Department
901-A Texas Street
Denton, Texas 76209
Attn: Paul Williamson



Arthur Surveying Co., Inc.
Professional Land Surveyors

P.O. Box 54 ~ Lewisville, Texas 75067
 Office: (972) 221-9439 ~ Fax: (972) 221-4675

EXHIBIT "A"
SLOPE EASEMENT
0.151 Acres
City of Denton, Denton County, Texas

BEING all that certain lot, tract or parcel of land situated in the M.E.P. & P.R.R. Co. Survey, Abstract Number 1469, City of Denton, Denton County, Texas, and being part of that certain tract of land described by deed to Habib Pyarali Arab, recorded Volume 4634, Page 2260, Deed Records, Denton County, Texas (D.R.D.C.T.), and being more particularly described as follows:

COMMENCING at a "PK" Nail set in Mayhill Road for the most easterly northeast corner of said Arab tract and the southeast corner of a tract of land described by deed to Earl Edwards and wife, Ruth Edwards, recorded in Volume 1546, Page 775, D.R.D.C.T.;

THENCE South 02 degrees 40 minutes 25 seconds West, with the east line of said Arab tract and with Mayhill Road, a distance of 35.49 feet to a point for corner;

THENCE South 80 degrees 14 minutes 47 seconds West, over and across said Arab tract, a distance of 76.78 feet to the **POINT OF BEGINNING**, same point being the beginning of a non-tangent curve to the right, having a radius of 1132.50 feet;

THENCE over and across said Arab tract, with said curve to the right, through a central angle of 00 degrees 03 minutes 20 seconds, whose chord bears South 10 degrees 15 minutes 27 seconds West at 1.10 feet, an arc length of 1.10 feet to a 1/2 inch iron rod with yellow cap stamped "Arthur Surveying Company" (ASC) set for corner;

THENCE South 10 degrees 17 minutes 07 seconds West, over and across said Arab tract, a distance of 232.48 feet to a 1/2 inch iron rod with yellow cap stamped "ASC" set for the beginning of a curve to the left, having a radius of 1267.50 feet;

THENCE over and across said Arab tract, with said curve to the left, through a central angle of 06 degrees 54 minutes 12 seconds, whose chord bears South 06 degrees 50 minutes 00 seconds West at 152.62 feet, an arc length of 152.72 feet to a 1/2 inch iron rod with yellow cap stamped "ASC" set for corner;

THENCE South 03 degrees 22 minutes 54 seconds West, over and across said Arab tract, a distance of 166.98 feet to a 1/2 inch iron rod with yellow cap stamped "ASC" set for corner in the south line of said Arab tract and the north line of a tract of land described by deed to Ken Hodge and Associates, recorded in Volume 2321, Page 939, D.R.D.C.T.;

THENCE North 88 degrees 39 minutes 45 seconds West, with the south line of said Arab tract and the north line of said Hodge tract, a distance of 15.01 feet to a point for corner;

THENCE North 03 degrees 22 minutes 54 seconds East, over and across said Arab tract, a distance of 167.51 feet to the beginning of a curve to the right, having a radius of 1282.50 feet;

(continued)

EXHIBIT A



Arthur Surveying Co., Inc.
Professional Land Surveyors

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THENCE over and across said Arab tract, with said curve to the right, through a central angle of 03 degrees 52 minutes 02 seconds, whose chord bears North 05 degrees 18 minutes 55 seconds East at 86.54 feet, an arc length of 86.56 feet to a point for corner;

THENCE North 11 degrees 51 minutes 09 seconds East, over and across said Arab tract, a distance of 299.80 feet to a point for corner;

THENCE North 80 degrees 14 minutes 47 seconds East, over and across said Arab tract, a distance of 5.32 feet to the **POINT OF BEGINNING** and containing 0.151 acre of land.

J. L. Russell
10.18.2012



EXHIBIT A

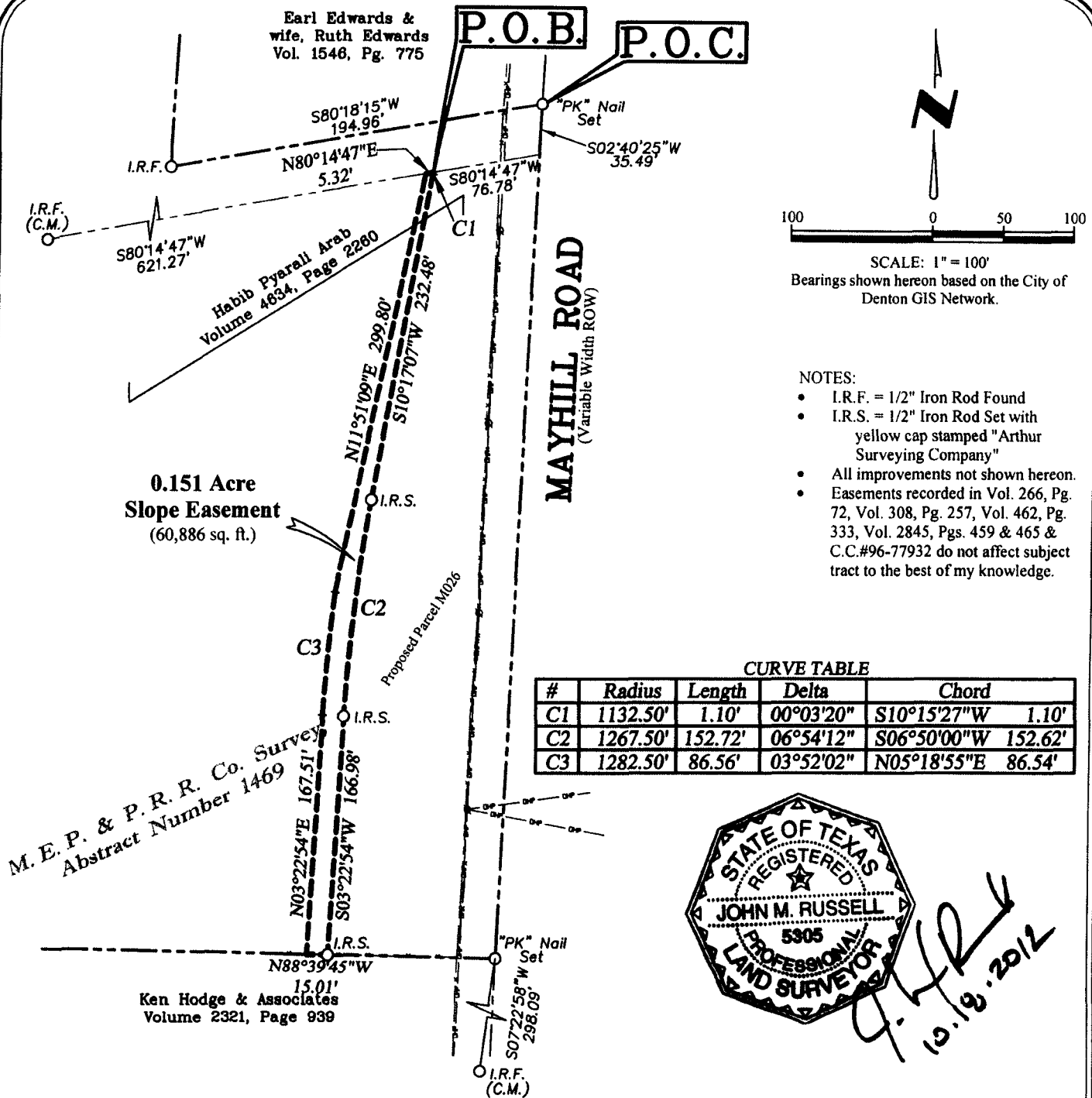


EXHIBIT "B" Slope Easement

0.151 Acre

M.E.P. & P.R.R. Co. Survey,
Abstract Number 1469

City of Denton
Denton County, Texas

-- 2012 --

SURVEYORS CERTIFICATION:

The undersigned does hereby certify to Title Resources (G.F. No. 102399 & 102401) that this survey was this day made on the ground of the property legally described hereon and is correct, and to the best of my knowledge, there are no visible discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or rights of way that I have been advised of except as shown hereon.



Arthur Surveying Co., Inc.
Professional Land Surveyors

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Office: (972) 221-9439 Fax: (972) 221-4675
Established 1986