

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON MAKING A FINDING, PURSUANT TO THE REQUIREMENTS OF CHAPTER 26 OF THE TEXAS PARKS AND WILDLIFE CODE, THAT (1) THERE ARE NO FEASIBLE AND PRUDENT ALTERNATIVES TO THE CHANGE IN USE OF APPROXIMATELY 4.3689 ACRES OF CITY PARK LAND FOR A PUBLIC UTILITY EASEMENT, LOCATED WITHIN A PORTION OF VINTAGE PARK AND TAMARACK PARK IN THE CITY OF DENTON, DENTON COUNTY, TEXAS, FOR THE PURPOSE OF INSTALLING AND MAINTAINING AN UNDERGROUND SANITARY SEWER LINE THAT SERVES THE SOUTHWEST SIDE OF DENTON, AND (2) FINDING THAT ALL REASONABLE PLANNING HAS BEEN DONE TO MINIMIZE HARM TO THE LAND AS A PARK, AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Chapter 26 of the Texas Parks and Wildlife Code provides that a municipality may not approve of any program or project that requires the use or taking of any public land designated and used as a park unless the municipality determines and finds that, after notice and hearing, 1) there is no feasible and prudent alternative to the use or taking of such land for the proposed project and 2) the program or project includes all reasonable planning to minimize harm to the park resulting from such use or taking; and

WHEREAS, the City of Denton ("City") is the owner of approximately 40.36 acres of unimproved park land named Vintage Park, granted to the City by recorded instrument 2005-60563 in the Real Property Records, Denton County, Texas, situated along Roark Branch, the description of which is set forth on Exhibit "A" attached hereto; and

WHEREAS, the City is the owner of approximately 25.41 acres of unimproved park land, granted to the City by recorded instrument 2022-152125 in the Real Property Records, Denton County, Texas, situated along Roark Branch, the description of which is set forth on Exhibit "B" attached hereto (collectively with Exhibit A, the "City Park Land"); and

WHEREAS, City Park Land is protected land under Chapter 26 of the Texas Parks and Wildlife Code and operates as such, serving as natural open space with plans for future trails and other related park amenities; and

WHEREAS, Landmark by Hillwood Communities (the "Developer"), on behalf of the City of Denton, is requesting public utility easements (a non-park use) through Vintage Park and Tamarack Park for the installation and maintenance of a regional sewer line (Roark Branch Sewer CEP23-0057) that will serve the southwest side of Denton ("Sanitary Sewer Easement") to serve the future residents of the Landmark Development and the general public ("Project") attached as "Exhibit "C"; and

WHEREAS, the Sanitary Sewer Easement will be constructed by Developer and dedicated to the City to be maintained in perpetuity by the City of Denton Water Utilities Department; and

WHEREAS, based on Developer's and City's review following an analysis of potential sites and options performed by Developer's consultant, Kimley Horn Associates, for the Project,

there are no feasible and prudent alternatives available for the location and construction of the Project; and

WHEREAS, the Roark Branch Sanitary Sewer is identified as a 5-year CIP Project in the City of Denton's Wastewater Master Plan Capital Improvement Plan and is necessary to serve the southwest portion of the City of Denton.

WHEREAS, the proposed alignment generally follows Roark Branch and is consistent with that shown in the Wastewater Master Plan which shows the alignment crossing the park property, and

WHEREAS, Environmental Sensitive Areas ("ESA") have been assessed along the alignment of the Roark Branch Sewer project, which exist with the park boundaries. The assessment was reviewed and approved by the City of Denton as project number ESA24-0001. The sewer alignment has been determined to minimize encroachments into water related and riparian buffer ESAs. The line will be directionally bored where encroachments cannot be avoided, and

WHEREAS, the Project will replace an existing sewer line located in an existing easement within the Vintage Park property. The proposed sewer line follows the alignment of the existing sewer line. Additional easement area is required to accommodate current requirements of the City of Denton Utility Department.

WHEREAS, the proposed alignment runs along the north edge of Tamarack Park and utilizes an existing 8-foot-wide public utility easement adjacent to Edge Way allowing for the sewer easement width to be reduced in this area and to be immediately adjacent to the already built environment that is Vintage Village Phase 1.

WHEREAS, Developer will return any disturbed areas of the City Park Land back to its original condition prior to the Project or better; and

WHEREAS, the City provided notice in the Denton Record-Chronicle on April 23, 2025, April 30, 2025, and May 7, 2025, of a Public Hearing to be held on May 20, 2025, in the Council Chambers to consider the Project in City Park Land; and

WHEREAS, the City Council finds that the Project does not fall within the purview of Section 253.001 of the Texas Local Government Code; and

WHEREAS, the City Council finds that there are no feasible and prudent alternatives to the non-park use or taking of the City Park Land and that the installation and maintenance of a sanitary sewer line includes all reasonable planning to minimize harm to the City Park Land as a result of the Project; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. That the findings set forth in the recitals of this ordinance are found true and correct and are hereby adopted as the findings of the City Council.

SECTION 2. In accordance with Chapter 26, Texas Parks and Wildlife Code, the City Council finds that: (i) the Project requires the use or taking of the 4.3689 acres of the City Park Land; (ii) there is no feasible and prudent alternative to the change in use of approximately 1.054 acres of City Park Land located within the City Park Land from a public park use to sanitary sewer use; (iii) and that the sanitary sewer easement includes all reasonable planning to minimize harm to the land, as a park, resulting from the Project use.

SECTION 3. The rights and benefits set forth in this ordinance may not be assigned without the express written consent of the City.

SECTION 4. This ordinance shall become effective immediately upon its passage and approval.

[signatures to appear on the following page.]

The motion to approve this ordinance was made by _____ and seconded 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:	_____	_____	_____	_____
Paul Meltzer, 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:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Marcella Lunn

EXHIBIT A
(City Park Land Depiction)



70 2005 00060563

Denton County
Cynthia Mitchell
County Clerk
Denton, TX 76202

Instrument Number: 2005-60563

Recorded On: May 23, 2005

As
Deed

Parties: DENTON CJW PARTNERS LTD

To

Billable Pages: 16

Number of Pages: 16

Comment:

**** Examined and Charged as Follows: ****

Deed	44 00
Total Recording:	44.00

***** 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

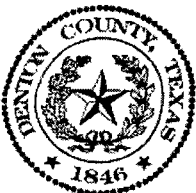
File Information:

Document Number: 2005-60563
Receipt Number: 195533
Recorded Date/Time: May 23, 2005 09:14A

User / Station: P Sallee - Cash Station 4

Record and Return To:

CITY OF DENTON
ENGINEERING DEPT
601 E HICKORY SUITE B
DENTON TX 76205



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

C. Mitchell

County Clerk
Denton County, Texas

ALAMO TITLE COMPANY
GF 1107565

After Recording, Return to:
City of Denton
Engineering Department
601 E. Hickory
Suite B
Denton, Texas 76205
Attention: Pamela England

DONATION DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS,
COUNTY OF DENTON

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KNOW ALL MEN BY THESE PRESENTS

THAT the undersigned, Denton-CJW Partners, Ltd., a Texas limited partnership (hereinafter referred to as "Grantor", whether one or more for good and valuable consideration to it in hand paid by City of Denton, Texas, a home rule municipality (hereinafter referred to as "Grantee"), has GRANTED, GIVEN AND CONVEYED, and by these presents does hereby GRANT, GIVE, AND CONVEY unto the said Grantee, for park and recreation purposes, the real property containing approximately 40.355 acres of land more particularly described on Exhibit "A" and illustrated in Exhibit "B" attached hereto and made a part hereof, together with all improvements, rights, appurtenances, and hereditaments located thereon or pertaining thereto, including all rights, title and interest of Grantor in and to adjacent streets, alleys, and rights-of-way (all of which foregoing are collectively referred to as the "Property").

The consideration for this instrument includes Grantor's intention to make a gift as a charitable contribution under applicable income tax laws and regulations. Grantee hereby represents and warrants that the Property will be used for no purposes other than "public purposes", as required by Section 170(c)(1) of the Internal Revenue Code of 1986, as amended (the "Code"). It is expressly understood that the public purpose usage for the Property will be the operation of a public park. Grantor and Grantee hereby agree to execute, acknowledge and deliver such additional documents, and take such further actions, as are reasonably necessary in order to effectuate this charitable contribution, including, but not limited to, an IRS Form 8283 "Noncash Charitable Contributions" and a contemporaneous written acknowledgment of the contribution of the Property, as required by Section 170(f)(8) of the Code and the regulations promulgated thereunder.

This conveyance is expressly made by Grantor and accepted by Grantee subject to those exceptions affecting the Property that are set forth in Exhibit "C" attached hereto and made a part hereof by reference (the "Permitted Exceptions").

Grantor hereby retains and reserves, for Grantor and its successors and assigns forever, all of the oil, gas and other minerals in and under and that may be produced from the Property, except that the Grantor, its successors and assigns, shall not have the right to enter upon or use the Property to access, extract or produce such oil, gas and minerals ("Reserved Minerals"). This reservation specifically includes, without limitation, the Oil and Gas Lease between Grantor and Lynx Oil Co. referenced on Exhibit "C" and all production and benefits from it.

Nothing herein, however, restricts or prohibits the pooling or unitization of the portion of the mineral estate owned by Grantor with land other than the Property; or the exploration or production of the oil, gas, and other minerals by means of wells that are drilled or mines that open on land other than the Property but enter or bottom under the Property, provided that these operations in no manner interfere with the surface or subsurface support of any improvements constructed or to be constructed on the Property.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever; and Grantor does hereby bind itself, its successors and assignees to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, it's successors and assigns, against every person whomsoever claiming or to claim the same or any part thereof, by, through, or under, Grantor, but not otherwise, subject to the Permitted Exceptions and the Reserved Minerals.

AS IS. EXCEPT AS IS EXPRESSLY PROVIDED FOR IN THE REAL ESTATE CONTRACT BETWEEN GRANTOR AND GRANTEE DATED EFFECTIVE AS OF NOVEMBER 16, 2004, AS AMENDED, GRANTEE IS ACQUIRING THE PROPERTY "AS IS" AND "WITH ALL FAULTS" AND WITHOUT WARRANTIES, REPRESENTATIONS, OR GUARANTEES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY INCLUDING WITHOUT LIMITATION (1) THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY; (2) THE MANNER OR QUALITY OF THE CONSTRUCTION OF THE IMPROVEMENTS OR MATERIALS INCORPORATED INTO THE PROPERTY; AND (3) THE MANNER OF REPAIR OF THE PROPERTY.

NO REPRESENTATIONS. GRANTEE HEREBY EXPRESSLY ACKNOWLEDGES THAT GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AS TO THE PHYSICAL CONDITION OF THE PROPERTY OR ANY OTHER MATTER AFFECTING OR RELATING TO THE HEREIN DESCRIBED PROPERTY (OTHER THAN THE WARRANTY OF TITLE ACCORDING TO THIS DEED) AND THAT GRANTEE HAS BEEN AFFORDED AN ADEQUATE OPPORTUNITY TO INSPECT AND EVALUATE THE CONDITION OF THE PROPERTY. GRANTEE HEREBY EXPRESSLY ACKNOWLEDGES THAT NO SUCH REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE AND GRANTEE AGREES TO ACCEPT THE HEREIN DESCRIBED PROPERTY "AS IS"


AND "WHERE IS" AND WITHOUT WARRANTY, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OF THE PROPERTY OR OF ITS FITNESS FOR ANY PARTICULAR USE OR PURPOSE. NO REPRESENTATIONS, CLAIMS, STATEMENTS, ADVERTISING OR PROMOTIONAL ACTIVITIES MADE OR CONDUCTED BY GRANTOR OR GRANTOR'S AGENTS OR REPRESENTATIVES SHALL BE BINDING UPON GRANTOR.

NO RELIANCE. GRANTEE HAS NOT RELIED UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY GRANTOR AND/OR ANY AGENT OF GRANTOR IN ITS DECISION TO ACQUIRE THE PROPERTY.

SOLE RELIANCE. GRANTEE FURTHER AGREES THAT IT HAS RELIED SOLELY ON ITS INSPECTIONS OR INSPECTIONS MADE BY ITS AGENTS IN MAKING ITS DECISION TO ACQUIRE THE PROPERTY PERTAINING TO WHETHER THE PROPERTY IS PHYSICALLY SUITED FOR GRANTEE'S INTENDED USES.

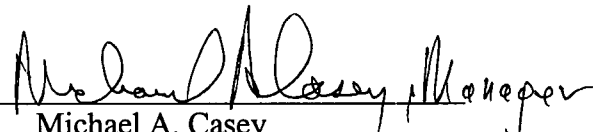
CONDITION PRECEDENT. GRANTEE ACKNOWLEDGES THAT BUT FOR THE ACCEPTANCE OF THE PROPERTY "AS IS", GRANTOR WOULD NOT HAVE EXECUTED THIS DEED.

SURVIVAL. THE PROVISIONS OF THIS "CONDITION OF PROPERTY" PARAGRAPH SHALL SURVIVE CLOSING.

Executed to be effective as of the ^{9th day of May} ~~29th day of April~~, 2005. 

Denton CJW Partners Ltd.

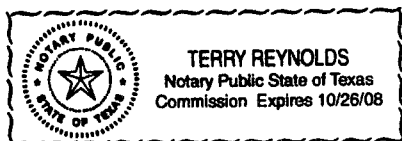
By

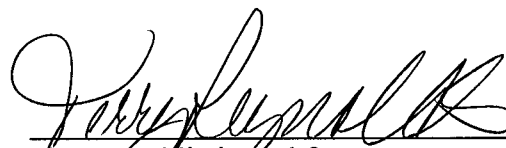

Michael A. Casey
Manager, Denton-CJW Partners Ltd.
Its General Partner

ACKNOWLEDGMENTS

STATE OF TEXAS §
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COUNTY OF TARRANT §

This instrument is acknowledged before me, on this 2th day of May, 2005 by Michael Casey, Manager of Denton-CJW, L.L.C., general partner of Denton CJW Partners, Ltd, a Texas limited partnership, on behalf of said limited partnership





Notary Public in and for
State of Texas

Exhibit "A"
40.355 Acre

PROPERTY DESCRIPTION

Being a 40.355 acre tract of land situated in the James Edmonson Survey, Abstract No. 401, in the City of Denton, Denton County, Texas, and being a portion of a certain tract of land described as Parcel No. 1, in deed to Denton-CJW Partners, Ltd., recorded in Clerk's Document No. 98-R0036601, County Clerk's Records, Denton County, Texas. The bearings for this survey are based on the east line of said Parcel No. 1, recorded in Clerk's Document No. 98-R0036601, County Clerk's Records, Denton County, Texas. Said 40.355 acre tract of land described by metes and bounds as follows:

Commencing at a 5/8" iron rod found in the center of Bonnie Brae Road, an undedicated public right-of-way, and being in the east line of said Parcel No. 1, also being the intersection of said east line and the south right-of-way line of Vintage Boulevard, a 120' right-of-way, as dedicated in Clerk's Document No. 2001-R0013040, Deed Records, Denton County, Texas;

Thence South 0°07'20" West, departing the south right-of-way line of Vintage Boulevard, along the east line of said Parcel No. 1 and generally along the center of Bonnie Brae Road, a distance of 1903.15 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" found for the POINT OF BEGINNING;

Thence South 0°07'20" West, continuing along the east line of said Parcel No. 1 and generally along the center of Bonnie Brae Road, a distance of 701.21 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set;

Thence departing the center of Bonnie Brae Road and the east line of said Parcel No. 1 and over and across said Parcel No. 1, the following courses and distances:

North 83°23'11" West, a distance of 14.29 Feet;

South 57°32'54" West, a distance of 10.56 Feet;

South 18°26'46" West, a distance of 30.72 Feet;

South 42°21'28" West, a distance of 24.64 Feet;

South 88°45'13" West, a distance of 18.63 Feet;

South 52°00'19" West, a distance of 34.14 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set;

North 81°56'40" West, a distance of 87.30 Feet;

North 58°10'42" West, a distance of 59.10 Feet;

North 56°31'25" West, a distance of 99.05 Feet;

North 49°32'28" West, a distance of 123.48 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set;

North 55°18'11" West, a distance of 118.59 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set;

North 35°54'41" West, a distance of 75.95 Feet;

North 16°17'25" West, a distance of 131.41 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set;

North 43°55'29" West, a distance of 258.51 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set;

North 63°50'08" West, a distance of 189.07 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set;

North 52°21'13" West, a distance of 116.61 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set;

North 86°56'31" West, a distance of 125.68 Feet;

South 86°43'40" West, a distance of 102.78 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set;

South 74°04'01" West, a distance of 175.28 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set;

South 61°30'57" West, a distance of 256.66 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set;

North 87°56'01" West, a distance of 112.25 Feet;

North 87°49'37" West, a distance of 32.02 Feet;

North 53°38'09" West, a distance of 47.78 Feet;

North 82°50'13" West, a distance of 72.46 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set;

South 47°30'39" West, a distance of 19.77 Feet;

North 38°10'39" West, a distance of 14.41 Feet;

South 52°29'42" West, a distance of 63.81 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set;

North 18°47'24" West, a distance of 21.37 Feet;

North 60°34'27" West, a distance of 133.44 Feet;

North 63°37'47" West, a distance of 58.31 Feet;

North 68°03'35" West, a distance of 63.70 Feet;

South 67°10'54" West, a distance of 16.70 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set;

South 13°11'58" West, a distance of 53.21 Feet;

South 41°22'05" West, a distance of 53.92 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set;

North 12°44'55" East, a distance of 47.72 Feet;

North 10°50'55" West, a distance of 19.37 Feet;

North 68°04'34" West, a distance of 31.43 Feet;

North 89°00'45" West, a distance of 23.49 Feet;

South 75°16'52" West, a distance of 81.23 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set;

North 81°12'00" West, a distance of 73.62 Feet;

North 73°58'17" West, a distance of 70.84 Feet;

South 73°49'16" West, a distance of 26.14 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set;

South 34°03'54" West, a distance of 36.15 Feet;

South 66°58'28" West, a distance of 67.06 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set in the west line of said Parcel No. 1;

Thence North 0°34'36" East, along the west line of said Parcel No. 1, a distance of 687.33 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set;

Thence departing the west line of said Parcel No. 1 and over and across said Parcel No. 1 the following courses and distances:

South 3°47'40" East, a distance of 36.00 Feet;

South 43°21'56" East, a distance of 26.21 Feet;

North 63°27'04" East, a distance of 26.26 Feet;

North 22°29'38" East, a distance of 38.11 Feet;

North 60°09'29" East, a distance of 30.96 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set;

South 51°54'22" East, a distance of 59.69 Feet;

South 59°51'27" East, a distance of 34.65 Feet;

South 70°15'58" East, a distance of 16.78 Feet;

South 81°13'09" East, a distance of 79.71 Feet;

South 74°42'25" East, a distance of 65.33 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set;

South 75°21'45" East, a distance of 48.72 Feet;

South 62°09'08" East, a distance of 77.52 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set;

South 62°35'35" East, a distance of 27.71 Feet;

South 73°16'33" East, a distance of 75.15 Feet;

South 69°27'26" East, a distance of 31.14 Feet;

South 59°15'18" East, a distance of 19.79 Feet;

South 72°06'27" East, a distance of 27.66 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set;

South 88°00'00" East, a distance of 42.01 Feet;

South 81°15'20" East, a distance of 49.91 Feet;

North 77°58'40" East, a distance of 25.26 Feet;

South 32°17'38" East, a distance of 18.19 Feet;

South 78°09'58" East, a distance of 51.31 Feet;

South 89°11'37" East, a distance of 57.51 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set;

North 77°51'42" East, a distance of 97.96 Feet;

North 82°17'46" East, a distance of 39.23 Feet;

North 88°19'44" East, a distance of 41.73 Feet;

South 88°58'51" East, a distance of 18.80 Feet;

South 74°28'59" East, a distance of 16.41 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set;

North 60°00'23" East, a distance of 75.28 Feet;

North 48°23'12" East, a distance of 29.25 Feet;

North 24°36'03" East, a distance of 39.03 Feet;

North 6°20'41" East, a distance of 25.65 Feet;

North 70°01'48" East, a distance of 4.74 Feet;

South 72°17'45" East, a distance of 30.61 Feet;

North 2°05'48" West, a distance of 33.21 Feet;

North 1°54'38" East, a distance of 12.15 Feet;

North 26°01'30" East, a distance of 1.72 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set;

North 26°01'30" East, a distance of 20.35 Feet;

North 20°33'58" East, a distance of 50.24 Feet;

South 87°08'23" East, a distance of 24.33 Feet;

North 67°50'51" East, a distance of 25.76 Feet;

North 40°31'37" East, a distance of 36.20 Feet;
North 19°43'54" East, a distance of 26.45 Feet;
North 28°01'17" East, a distance of 27.51 Feet;
North 12°09'09" West, a distance of 32.70 Feet;
North 40°17'31" West, a distance of 38.20 Feet;
North 13°45'01" East, a distance of 12.08 Feet;
North 23°01'24" West, a distance of 32.10 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set;
South 35°43'33" East, a distance of 79.76 Feet;
South 31°48'36" East, a distance of 31.43 Feet;
South 2°35'48" East, a distance of 10.70 Feet;
South 11°11'12" West, a distance of 85.39 Feet;
South 41°28'39" West, a distance of 83.36 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set;
South 0°00'00" East, a distance of 10.12 Feet;
South 51°43'46" East, a distance of 9.80 Feet;
South 88°45'24" East, a distance of 37.30 Feet;
South 45°01'13" East, a distance of 6.87 Feet;
South 14°35'03" East, a distance of 20.91 Feet;
South 43°48'05" East, a distance of 26.91 Feet;
South 75°04'43" East, a distance of 18.86 Feet;
North 11°27'14" East, a distance of 18.17 Feet;
North 36°18'31" East, a distance of 13.06 Feet;
North 69°27'26" East, a distance of 51.90 Feet;

North 31°01'08" East, a distance of 58.08 Feet;

North 43°51'57" East, a distance of 12.91 Feet;

North 70°28'33" East, a distance of 20.59 Feet;

North 84°55'26" East, a distance of 18.30 Feet;

South 67°48'41" East, a distance of 19.93 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set;

North 89°02'57" East, a distance of 217.01 Feet;

North 81°21'48" East, a distance of 100.36 Feet;

South 79°07'19" East, a distance of 63.05 Feet;

South 66°50'43" East, a distance of 28.42 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set;

South 66°48'58" East, a distance of 26.02 Feet;

South 54°53'05" East, a distance of 26.20 Feet;

South 52°47'15" East, a distance of 43.71 Feet;

South 63°21'33" East, a distance of 45.95 Feet;

South 77°12'06" East, a distance of 45.90 Feet;

South 66°54'26" East, a distance of 36.77 Feet;

South 64°04'44" East, a distance of 58.21 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set;

South 74°33'40" East, a distance of 20.62 Feet;

South 63°47'58" East, a distance of 61.08 Feet;

South 49°55'08" East, a distance of 78.84 Feet;

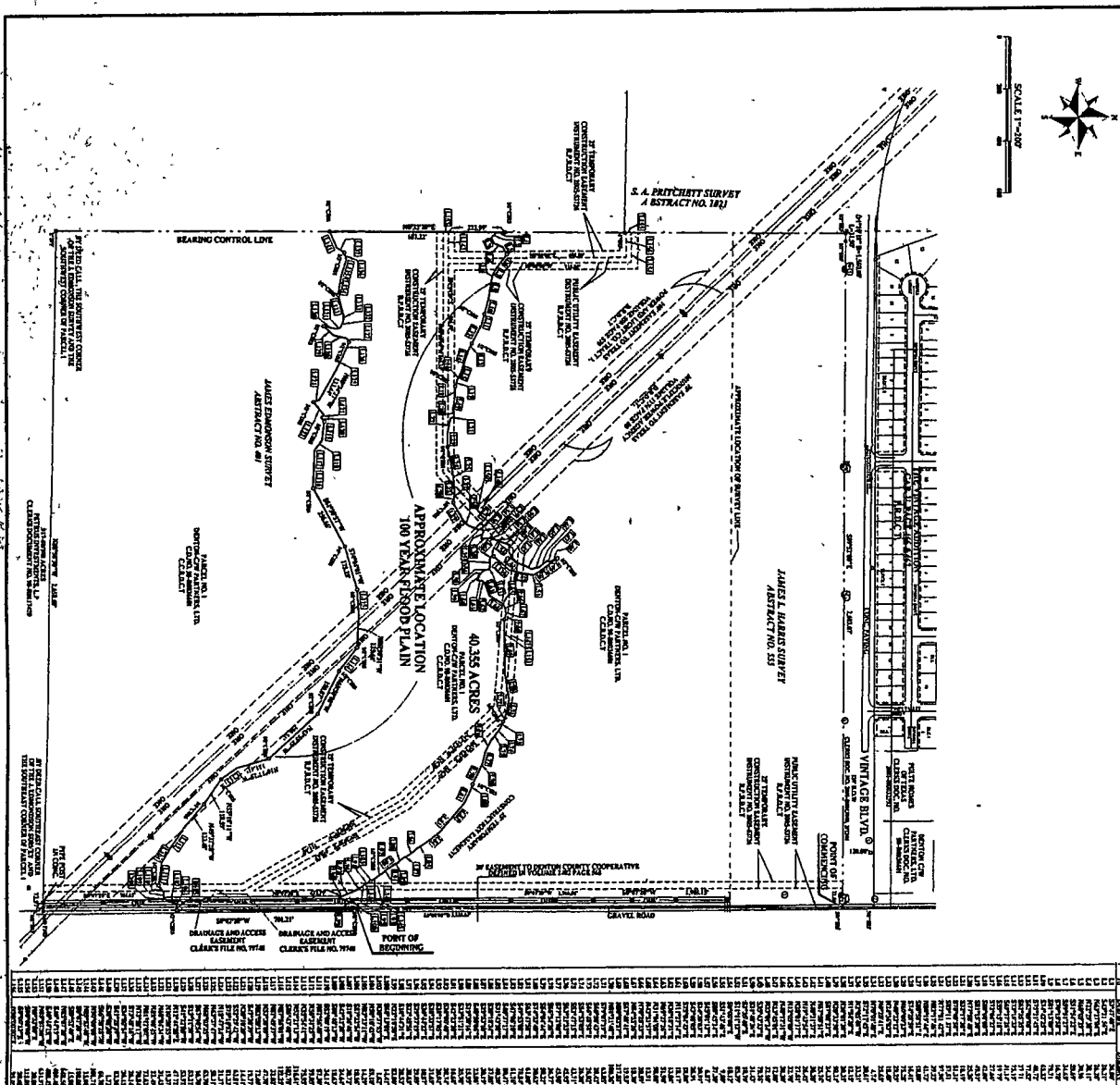
South 47°06'10" East, a distance of 61.76 Feet;

South 40°37'17" East, a distance of 80.47 Feet;

South 31°43'58" East, a distance of 40.20 Feet;

South 38°18'34" East, a distance of 37.05 Feet;
South 29°53'18" East, a distance of 30.19 Feet;
South 40°50'06" East, a distance of 23.06 Feet;
South 19°30'16" East, a distance of 15.99 Feet;
South 33°51'21" East, a distance of 35.78 Feet;
South 42°22'20" East, a distance of 16.68 Feet;
South 35°00'40" East, a distance of 38.74 Feet;
South 28°17'05" East, a distance of 20.04 Feet;
South 30°37'55" East, a distance of 1.62 Feet to a 1/2" iron rod with plastic cap stamped
"RPLS 4818" set;
South 28°32'57" East, a distance of 31.69 Feet;
South 36°44'22" East, a distance of 10.87 Feet;
South 29°37'19" East, a distance of 29.09 Feet;
South 22°45'56" East, a distance of 38.65 Feet;
South 18°44'31" East, a distance of 28.53 Feet;
North 22°10'50" East, a distance of 83.80 Feet;
South 68°13'01" East, a distance of 14.41 Feet to the POINT OF BEGINNING and
containing a computed area of 40.355 Acres, more or less.

EXHIBIT "B"



SECTION	ACRES	OWNER	REMARKS
1	40.355	JAMES L. HARRIS	...
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40.355 ACRES
JAMES L. HARRIS SURVEY
SECTION 1, T. 10 N., R. 10 E., S. 10 E., DEKALB COUNTY, TEXAS

EXHIBIT "C"

PERMITTED EXCEPTIONS

(To be recited from final Schedule B of Title Commitment)

1. Electric lines and guy wire easements as granted to Denton County Electric Cooperative, Inc., dated April 17, 1946, filed October 29, 1953 in Volume 402, page 408, Deed Records, Denton County, Texas, and as affected by instrument recorded June 28, 1989, in Volume 2402, Page 568, Deed Records, Denton County, Texas, as shown on survey dated January 28, 2005, prepared by Johnny D. L. Williams, of Whitfield-Hall Surveyors, RPLS No. 4818.
2. 100-foot wide electric and telephone line easement as granted to Texas Power & Light Company, dated November 28, 1967, filed December 4, 1967 in Volume 559, Page 570, Deed Records, Denton County, Texas, as shown on survey dated January 28, 2005, prepared by Johnny D. L. Williams, of Whitfield-Hall Surveyors, RPLS No. 4818.
3. Easement created in instrument executed by Henry S. Miller Co., Trustee, to Texas Municipal Power Agency for 75 foot wide electric power and/or communication line, dated November 1, 1982, filed November 3, 1982, recorded in Volume 1174, Page 80, Deed Records, Denton County, Texas, as shown on survey dated January 28, 2005, prepared by Johnny D. L. Williams, of Whitfield-Hall Surveyors, RPLS No. 4818.
4. Drainage and access easement executed by Denton CJW, Ltd. to Denton County, Texas, dated May 26, 2004, recorded June 17, 2004 under Clerk's File No. 79748, as shown on survey dated January 28, 2005, prepared by Johnny D. L. Williams, of Whitfield-Hall Surveyors, RPLS No. 4818.
5. Mineral and/or royalty reservation, the royalties, bonuses, rentals and all other rights described in partition deed dated February 10, 1965, recorded in Volume 519, Page 518, Deed Records, Tarrant County, Texas.
6. An undivided interest in and to the oil, gas and other minerals of any kind as set forth in Mineral Deed executed by Denton-CJW Partners, Ltd. to Casey Realty Advisors, Inc., Charles Jowell, Formitx and James C. Welch, dated October 1, 2003, recorded May 26, 2004 under Clerk's File No. 68554, subject to Surface Use Restriction Agreement dated May 9, 2005, by and between Denton CJW Partners, Ltd., the City of Denton, Texas, Casey Realty Advisors, Inc., Charles Jowell, Formitx, Ltd. and James C. Welch to be recorded simultaneously with the filing of this Deed.
7. Oil and Gas Lease dated July 26, 2001, executed by James E. Callahan, executor for the Lotta E. Callahan Estate and the Felix W. Callahan Estate, as Lessor and Lynx Oil Co., Inc. as Lessee, recorded in Volume 4887, Page 2162, Real Property Records of Denton County, Texas, and as affected by Pooling Agreements recorded in Volume 5254, Page 1716, and Volume 5548, Page 712, Real Property Records of Denton County, Texas, subject to Surface Use Restriction Agreement dated May 9, 2005, by and between Denton CJW Partners, Ltd., the City of Denton,

Texas, Casey Realty Advisors, Inc., Charles Jowell, Formitx, Ltd. and James C. Welch to be recorded simultaneously with the filing of this Deed.

8. Memorandum of Oil and Gas Lease dated March 15, 2002, executed by Denton CJW Partners, Ltd., as Lessor, and Lynx Oil Corp., Inc., as Lessee, recorded in Volume 5055, Page 2157, Real Property Records of Denton County, Texas, subject to Surface Use Restriction Agreement dated May 9, 2005, by and between Denton CJW Partners, Ltd., the City of Denton, Texas, Casey Realty Advisors, Inc., Charles Jowell, Formitx, Ltd. and James C. Welch to be recorded simultaneously with the filing of this Deed.

9. Memorandum of Oil and Gas Lease dated February 1, 2004, executed by Denton CJW Partners, Ltd., as Lessor, and Lynx Oil Corp., Inc., as Lessee, recorded February 3, 2004, under Clerk's File No. 13659, Real Property Records of Denton County, Texas, subject to Surface Use Restriction Agreement dated May 9, 2005, by and between Denton CJW Partners, Ltd., the City of Denton, Texas, Casey Realty Advisors, Inc., Charles Jowell, Formitx, Ltd. and James C. Welch to be recorded simultaneously with the filing of this Deed.

10. Easement from Denton CJW Partners, Ltd. to the City of Denton, filed for record May 6, 2005, recorded under County Clerk's File No. 2005-537626, Real Property Records, Denton County, Texas, as shown on survey dated January 28, 2005, prepared by Johnny D. L. Williams, of Whitfield-Hall Surveyors, RPLS No. 4818.

EXHIBIT B
(City Park Land Depiction)

**Denton County
Juli Luke
County Clerk**

Instrument Number: 152125

ERecordings-RP

DEED

Recorded On: October 28, 2022 01:58 PM

Number of Pages: 4

" Examined and Charged as Follows: "

Total Recording: \$38.00

******* 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: 152125
Receipt Number: 20221028000445
Recorded Date/Time: October 28, 2022 01:58 PM
User: Cheyenne H
Station: Station 43

Record and Return To:

Simplifile



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.

Juli Luke
County Clerk
Denton County, TX

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.

SPECIAL WARRANTY DEED

STATE OF TEXAS §

COUNTY OF DENTON § KNOW ALL MEN BY THESE PRESENTS

That VV52 Denton LP, (herein called "Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration to Grantor in hand paid by the City of Denton, a Texas Home Rule Municipal Corporation (herein called "Grantee"), 215 E. McKinney, Denton, Texas 76201, the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY, unto Grantee all of that certain approximate 25.414 acre tract or parcel of real property, together with appurtenances thereon and improvements thereto, including all right, title and interest in all adjacent public streets and public rights-of-way (if any), more particularly described as:

Lot 1X, Block A, of the Vintage Village Addition, according to the final plat thereof recorded as Document No. 2022-366, Plat Records of Denton County, Texas (the "Property").

Grantor, subject to the limitation of such reservation made herein, reserves, for themselves, their heirs, devisees, successors, and assigns all oil, gas, and other minerals in, on, and under and that may be produced from the Property. Grantor, their heirs, devisees, successors, and assigns shall not have the right to use or access the surface of the Property, in any way, manner, or form, in connection with or related to the reserved oil, gas, and other minerals, and/or related to exploration and/or production of the oil, gas and other minerals reserved herein, including without limitation, use or access of the surface of the Property for the location of any well or drill sites, well bores, whether vertical or any deviation from vertical, water wells, pit areas, seismic activities, tanks or tank batteries, pipelines, roads, electricity or other utility infrastructure, and/or for subjacent or lateral support for any surface facilities or well bores, or any other infrastructure or improvement of any kind or type in connection with or related to the reserved oil, gas, and other minerals, and/or related to the exploration or production of same.

As used herein, the term "other minerals" shall include oil, gas, and all associated hydrocarbons and shall exclude (i) all substances that any reasonable extraction, mining, or other exploration and/or production method, operation, process, or procedure would consume, deplete, or destroy the surface of the Property; and (ii) all substances which are

at or near the surface of the Property. The intent of the parties hereto is that the meaning of the term "other minerals" as utilized herein, shall be in accordance with that set forth in *Reed v. Wylie*, 597 S.W.2d 743 (Tex. 1980).

As used herein, the term "surface of the Property" shall include the area from the surface of the earth to a depth of five hundred feet (500') below the surface of the earth and all areas above the surface of the earth.

Grantor hereby assigns to Grantee, without recourse or representation, any and all claims and causes of action that Grantor may have for or related to any defects in, or injury to, the Property.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee and Grantee's successors and assigns forever; and Grantor does hereby bind Grantor and Grantor's successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise.

EXECUTED the 28th day of September, 2022.

VV52 DENTON LP

BY: [Signature] Vintage General LLC, its General Partner

[Signature]
Robert J. Betancur, Vice President

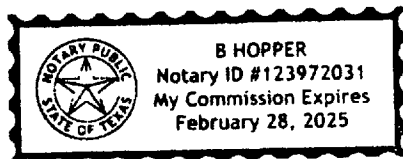
ACKNOWLEDGMENT

THE STATE OF Texas §

COUNTY OF Tarrant §

This instrument was acknowledged before me on September 28th, 2022 by

Robert J. Betancur

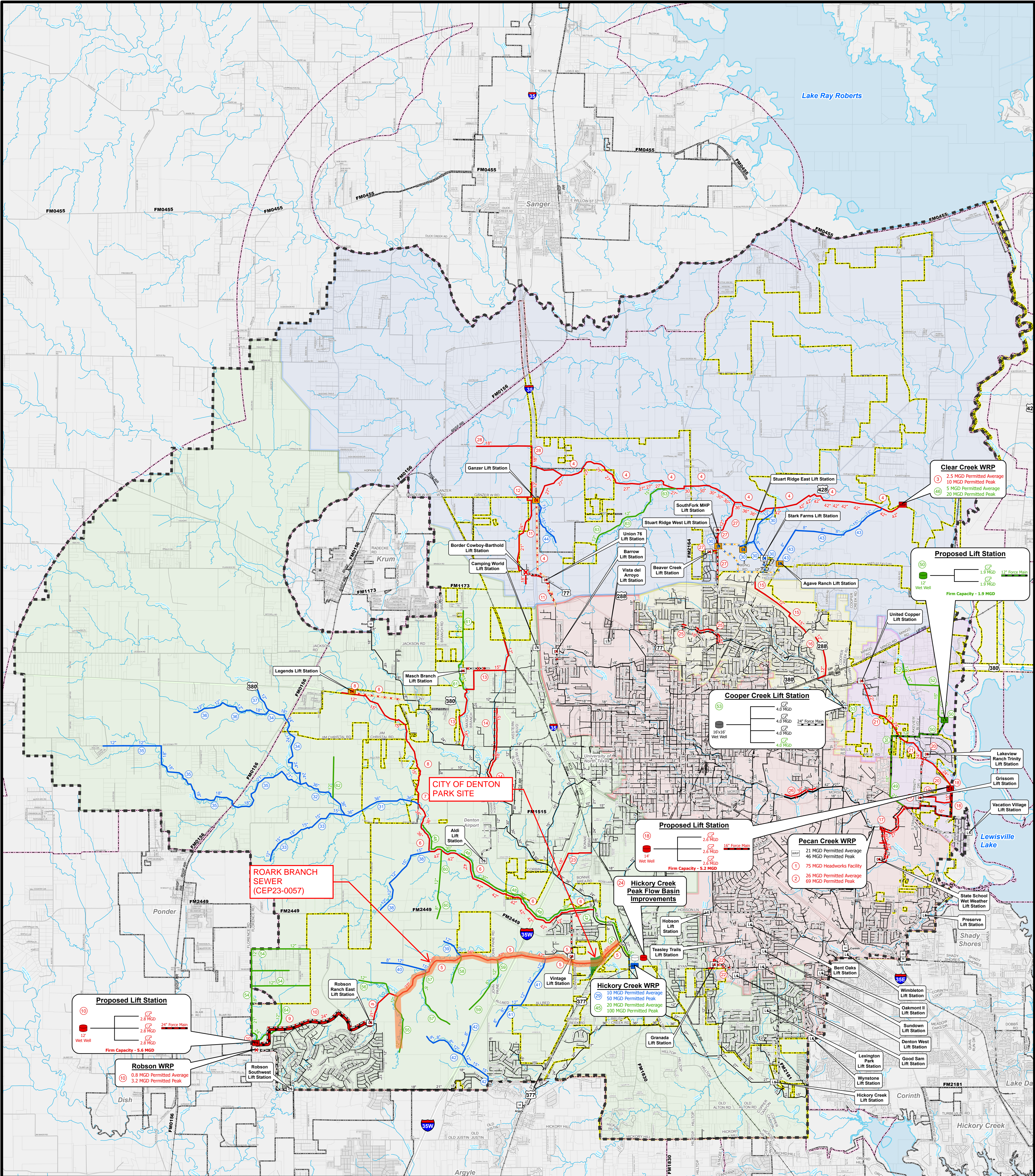


[Signature]
Notary Public, State of Texas
My commission expires: 9/28/2025

Upon Filing Return To:
City of Denton
Development Services – Real Estate
401 N. Elm St.
Denton, TX 76201

Property Tax Bills To:
City of Denton Finance Department
215 E. McKinney Street
Denton, Texas 76201

EXHIBIT C



LEGEND

Background Data

- Road
- Railroad
- Creek
- Lake
- City Limit
- Other City Limit
- ETJ Boundary
- Master Plan Study Boundary
- Clear Creek
- Cooper Creek
- Hickory Creek
- Lakeview Ranch
- Pecan Creek

Existing Infrastructure

- WRP
- LS
- Ground Storage Tank
- Force Main
- ≤10-inch Wastewater Main
- ≥12-inch Wastewater Main
- Wholesale Revenue Meters

10-Year CIP Projects

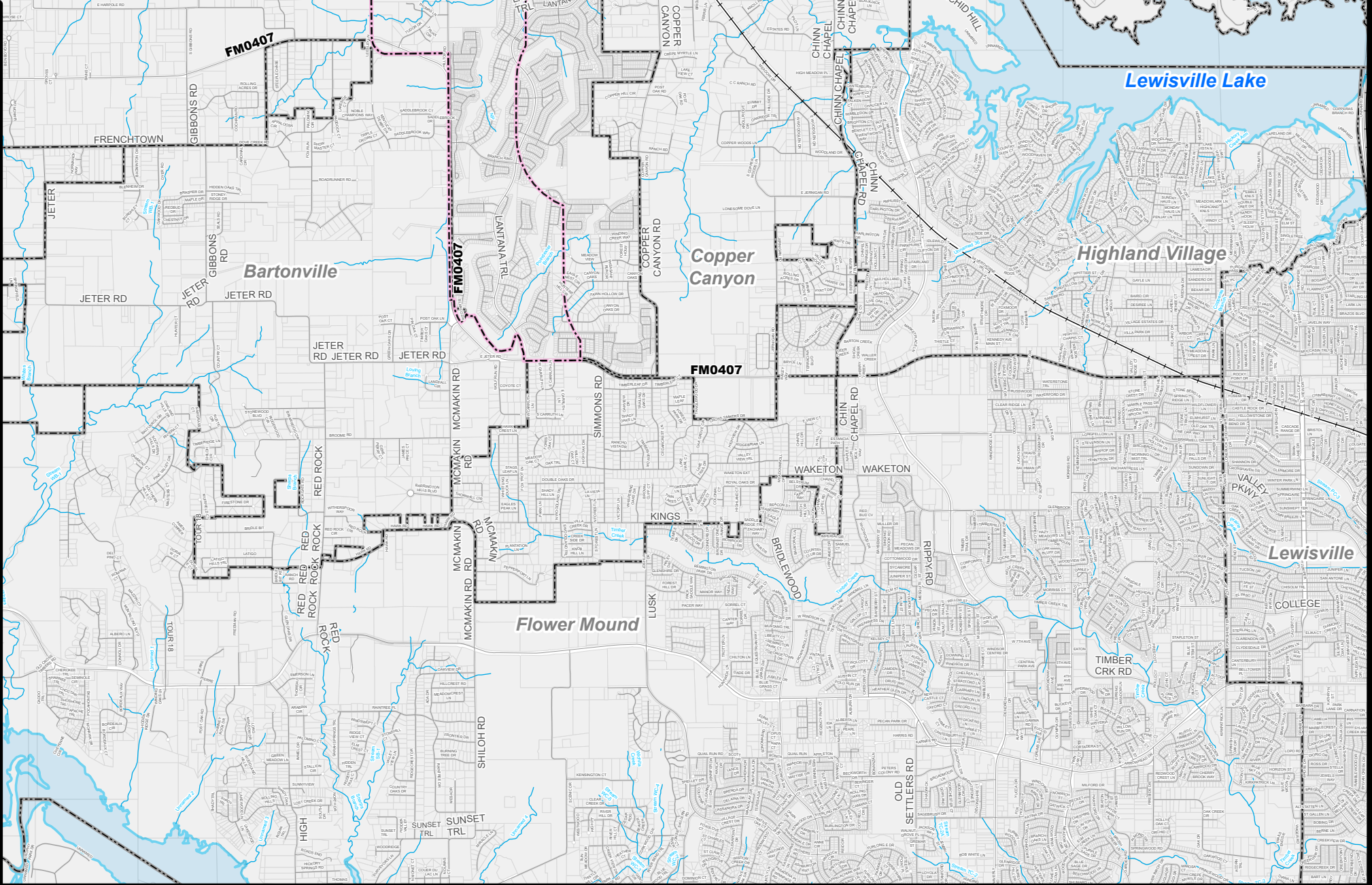
- Proposed Sewer Line
- Ex. Sewer Line to be Abandoned
- Proposed Lift Station
- Ex. Lift Station to be Abandoned
- Proposed Force Main
- Ex. Force Main to be Abandoned
- Under Design Lift Station to be Abandoned
- Under Design Force Main to be Abandoned
- Proposed Water Reclamation Plant (WRP)

5-Year CIP Projects

- Proposed Ground Storage Tank
- Proposed Sewer Line
- Ex. Sewer Line to be Abandoned
- Proposed Lift Station
- Ex. Lift Station to be Abandoned
- Proposed Force Main
- Ex. Force Main to be Abandoned
- Under Design Lift Station to be Abandoned
- Under Design Force Main to be Abandoned
- Proposed Water Reclamation Plant (WRP)
- Ex. Water Reclamation Plant (WRP) to be Abandoned

25-Year CIP Projects

- Proposed Sewer Line
- Ex. Sewer Line to be Abandoned
- Proposed Lift Station
- Ex. Lift Station to be Abandoned
- Proposed Force Main
- Ex. Force Main to be Abandoned



**CITY OF DENTON
WASTEWATER MASTER PLAN
CAPITAL IMPROVEMENT PLAN**

1" = 4,500 FEET
November 2023

Kimley»Horn

This map product is for information purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

