

**AN ORDINANCE OF THE CITY OF DENTON AUTHORIZING THE CITY MANAGER, TO 1) EXECUTE A LETTER AGREEMENT FOR REAL PROPERTY PURCHASE AND 2) ACCEPT THE DEDICATION OF A FEE SIMPLE INTEREST IN APPROXIMATELY 4.5390 ACRES OF LAND LOCATED IN THE ROBERT BEAUMONT SURVEY, ABSTRACT NO. 31, AND BEING A PORTION SOUTH OF THAT CERTAIN TRACT DESCRIBED AS SECTION 1, TRACT ONE IN THE DEED TO RAYZOR INVESTMENTS, LTD. RECORDED IN VOLUME 1796, PAGE 601 IN THE CITY AND COUNTY OF DENTON, TEXAS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

WHEREAS, Rayzor Investments, Ltd., a Texas limited partnership has offered to dedicate to the City of Denton ("City") an approximately 4.5390-acre tract of land located in the Robert Beaumont Survey, Abstract No. 31, a portion of south of that certain tract Section 1, Tract One in the City and County of Denton, Texas; and

WHEREAS, the City has conducted its due diligence to determine the environmental condition of the property and desires to accept fee simple title to the property for future public uses including but not limited to a regional detention pond as outlined in the 2021 Pecan Creek and North Pecan Creek Watershed Study; and

WHEREAS, the City Council hereby finds that accepting the fee simple dedication will benefit and serve the public; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The findings set forth in the preamble of this Ordinance are incorporated by reference into the body of this Ordinance as if fully set forth herein.

SECTION 2. The City Manager, or designee, is authorized 1) to execute a letter agreement for real property purchase, attached hereto as Exhibit A., and 2) accept on behalf of the City of Denton, the dedication of a fee simple interest in an approximately **4.5390**-acre tract of land via a Special Warranty Deed attached hereto as Exhibit B,

SECTION 3. The City Manager is further authorized to carry out all duties and obligations to accept the dedication and complete the title transfer.

SECTION 4. If any section, article, paragraph, sentence, phrase, clause, or word in this ordinance, or application thereof to any persons or circumstances, is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance; the City Council declares that it would have ordained such remaining portion despite such invalidity, and such remaining portion shall remain in full force and effect.

SECTION 5. 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
Gerard Hudspeth, Mayor:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Paul Meltzer, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Chris Watts, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
GERARD HUDSPETH, MAYOR

ATTEST:  
JESUS SALAZAR, CITY SECRETARY

By: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

By: \_\_\_\_\_

**EXHIBIT A**  
**(Letter Agreement)**

**LETTER AGREEMENT  
(REAL PROPERTY PURCHASE)**

February 8, 2024

City of Denton  
215 E. McKinney Street  
Denton, Texas 76201  
Attn: Deanna Cody, Director of Real Estate

Dear Ms. Cody:

This LETTER AGREEMENT is made by and between **Rayzor Investments, Ltd.**, a Texas limited partnership ("**OWNER**"), and the **City of Denton**, a Texas home rule municipal corporation ("**CITY**"). The date written above shall be the "**Effective Date**" of this LETTER AGREEMENT.

WHEREAS, OWNER is the owner of a certain tract of land in the Robert Beaumont Survey, Abstract 31, Denton County, Texas as more particularly described below; and OWNER desires to convey, and CITY desires to acquire such land as described herein; and

WHEREAS, it is desirous of both parties to stipulate and agree to the terms and conditions associated with the CITY'S purchase from OWNER such land.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. OWNER agrees to sell and convey to CITY and CITY agrees to acquire from OWNER, on the terms and conditions herein, the land legally described on ATTACHMENT 1 attached hereto and incorporated herein by reference ("**Legal Description**"), and depicted in the compiled survey drawing attached hereto as ATTACHMENT 2 and incorporated herein by reference ("**Survey Drawing**") (such described land being the "**Land**" hereunder)

2. At Closing, the OWNER shall grant, execute and deliver to the CITY a deed conveying fee simple title to the Land, subject to the terms and conditions in the Deed (defined below), together with OWNER's rights and interest, if any, in and to all rights and easements belonging or appurtenant to the Land (provided, however, OWNER shall give no warranty of title or any other warranty or assurance with respect thereto) (the Land, together with all other above-described property interests, subject to the exclusions provided below, is referred to herein as the "**Property**"). The form of deed for the conveyance of the Property is attached hereto as ATTACHMENT 3 and shall be executed by the parties and delivered on or before Closing, with the Legal Description attached thereto as Exhibit "A" (the "**Deed**").

3. OWNER has previously sold and conveyed to RIL Mineral Holdings, LP, a Texas limited partnership ("**RILMH**") all of OWNER's right, title and interest in the Minerals in, under and/or that may be produced from the Land and all associated rights with respect thereto, and accordingly, no Minerals are included in the conveyance hereunder. "**Minerals**" shall refer to all oil, crude oil, natural gas, casing-head gas, other gas, other gaseous or liquid hydrocarbon minerals or substances, condensate, coal, ores, sulfur and other minerals of every kind and nature, or any rights under mineral agreements, rights, title, and interest with respect thereto. OWNER has previously obtained and recorded surface use waiver agreements from RILMH which will be provided to the City. Neither OWNER nor RILMH make any representations or warranties as to the extent of RILMH's ownership of or title to any of the Minerals, and it shall be City's responsibility to satisfy itself as to the status of title to Minerals and the effect of the existing surface waivers mentioned above, along with all other title matters affecting the Property as further discussed below.

4. At Closing, the CITY shall pay OWNER, Ten Dollars and No Cents (\$10.00) as payment for the Property as "**Total Compensation**". The Total Compensation payment represents full and adequate consideration for the Property contemplated herein, any improvements therein or appurtenant rights thereto.

5. The "**Closing**" shall be in and through the office of Republic Title of Texas, 201 Main St., Suite 1400, Fort Worth, TX 76102 (Monica Hooks as Escrow Officer) ("**Title Company**"), with said Title Company acting as escrow agent, within 21 days of execution of this Letter Agreement, unless the OWNER and the CITY mutually agree, in writing, to an earlier or later date ("**Closing Date**"). The OWNER shall convey the Property free and clear of all debts and liens incurred by, through, or under OWNER, but otherwise subject to all exclusions provided herein and all Permitted Encumbrances (as defined in the Deed).

6. The stipulated Total Compensation amount shall be paid by the CITY at closing to the OWNER through the Title Company. The OWNER shall be responsible for the costs incurred in connection with obtaining the Legal Description and the associated Survey Drawing. All other typical closing costs associated with this transaction shall be paid specifically by the CITY, except for OWNER's attorney's fees.

7. The CITY expressly acknowledges that the Property is being conveyed and accepted **AS-IS, WHERE-IS WITH ALL FAULTS**, and OWNER makes no representations or warranties, express or implied, with respect to the physical condition or any other aspect of the Property. Any information about the Property provided by OWNER, including any survey or title materials, is delivered as an accommodation only, without warranty or representation as to the completeness or accuracy thereof. CITY, at its sole cost and expense, must evaluate the condition of the Property and determine whether CITY is satisfied with such condition. If CITY is not satisfied with the condition of the Property, CITY's sole and exclusive remedy shall be to terminate this Agreement on or before the Closing.

8. CITY, at its sole cost and expense, must obtain whatever title commitments and owner policy of title insurance coverages it may deem desirable from Title Company or otherwise. OWNER shall have no obligation to cure any title matters or issues disclosed in any title commitment and/or any surveys or other information. If CITY is not satisfied with the status of title to the Property, CITY's sole and exclusive remedy shall be to terminate this Agreement on or before the Closing.

9. This LETTER AGREEMENT constitutes the sole and only agreement of the parties in respect to the Land referenced herein and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter within.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by City, signing by and through its City Manager, duly authorized to executed same by Denton City Council approved on \_\_\_\_\_, and by Owner, acting through its duly authorized officials.


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**OWNER SIGNATURE PAGE**  
**LETTER AGREEMENT**

**RAYZOR INVESTMENTS, LTD.,**  
a Texas limited partnership

By: The Rayzor Company,  
a Texas corporation,  
its sole member

By:

  
Philip A. Baker, Vice President

Date:

  
February 8, 2024

**CITY SIGNATURE PAGE**  
**LETTER AGREEMENT**

**CITY OF DENTON,**  
a Texas home rule municipal corporation

By: \_\_\_\_\_,  
\_\_\_\_\_, CITY MANAGER

Date: \_\_\_\_\_

ATTEST:  
JESUS SALAZAR, CITY SECRETARY

BY: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:  
\_\_\_\_\_, CITY ATTORNEY

BY: \_\_\_\_\_

THIS AGREEMENT HAS BEEN BOTH REVIEWED AND APPROVED AS TO FINANCIAL AND OPERATIONAL  
OBLIGATIONS AND BUSINESS TERMS.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Department

Date: \_\_\_\_\_

**Title Company Signature Page**  
**Agreement of Land Donation**

By its execution below, Title Company acknowledges that it has received a Counterpart Delivery of this Letter Agreement from each of Owner and City. Title Company agrees to (i) to receive and hold all funds contemplated under the Letter Agreement to be delivered to and held by Title Company in accordance with the provisions of the Letter Agreement and (ii) otherwise perform the duties of Title Company as contemplated under the Letter Agreement.

**TITLE COMPANY:**

REPUBLIC TITLE OF TEXAS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date of Execution by Title Company: \_\_\_\_\_, 2024



### DESCRIPTION OF PROPERTY SURVEYED

SITUATED in the City of Denton, Denton County, Texas, and being a tract of land in the ROBERT BEAUMONT SURVEY, Abstract No. 31, and being a portion of that certain tract described as Section 1, Tract One in deed to Rayzor Investments, Ltd. recorded in Volume 1796, Page 601, of the Denton County Deed Records, and said portion being more fully described as follows:

BEGINNING at an "RPLS 1640" capped 5/8" iron rod found in place for the southwest corner of Lot 1, Block 1, Worth-Moore Subdivision, as shown on plat thereof recorded as County Clerk's Document Number 2020-334, in the west line of said Tract One, and being also the southeast corner of that certain tract conveyed to V. Moore Enterprises, L.C., by deed recorded as Clerk's Instrument No. 2020-213359;

THENCE South 89 degrees, 44 minutes, 30 seconds East, crossing said Tract One with the south line of said Lot 1, 253.86 feet to an "RPLS 1640" capped 5/8" iron rod set for the southeast corner of said Lot 1, in the east line of said Tract One and the west line of Lot 3, Block 22, Carroll Park Addition, 3rd Filing, as shown on plat thereof recorded in Cabinet D, Page 300, of said Plat Records;

THENCE South 0 degrees, 31 minutes, 25 seconds West with said east line of Tract One, and with said west line of Lot 3, and continuing with the west line of Lot 4, in said Block 22, passing the southwest corner of said Lot 4, and the northwest corner of Emery Street, from which corner a 1/2" iron rod bears East 0.33 foot, and continuing with a strip of land shown on plats as "Reserved by Owner per Volume 350, Page 321, of the Denton County Deed Records", in all 476.95 feet to a 1/2" iron rod found in place for the southeast corner of said Tract One, and the northeast corner of Lot 17, Block A, John Roady Subdivision as shown on plat thereof recorded in Volume 4, Page 9, of the Denton County Plat Records;

THENCE North 89 degrees, 12 minutes, 40 seconds West with the common line between said Tract One and said

Block A, John Roady Subdivision, 252.69 feet to a 1/2" iron rod found in place for the common south corner of said Tract One and that certain tract conveyed to the Denton Independent School District (ISD) by deed recorded in Volume 453, Page 193, of said Deed Records;

THENCE North 0 degrees, 32 minutes, 50 seconds East with the common line between said Tract One and said Denton ISD tract, 118.10 feet to the south corner of that certain tract conveyed to Rayzor Investments, Ltd. By instrument recorded as Clerk's Instrument No. 2020-213360;

THENCE with southwesterly and westerly lines of said Rayzor Investments tract described in Instrument No. 2020-213360, the following courses and distances:

North 39 degrees, 00 minutes West, 439.20 feet to an angle point in said Rayzor Investments tract;  
and,

North 0 degrees, 54 minutes, 40 seconds East, at 130.0 feet passing a common angle point in said Denton ISD tract and that certain tract conveyed to Denton ISD tract, described in Volume 455, Page 663, of said Deed Records, and continuing in all 199.0 feet to the southwest corner of said V. Moore Enterprises tract and the northwesterly corner of said Razor Investments tract;

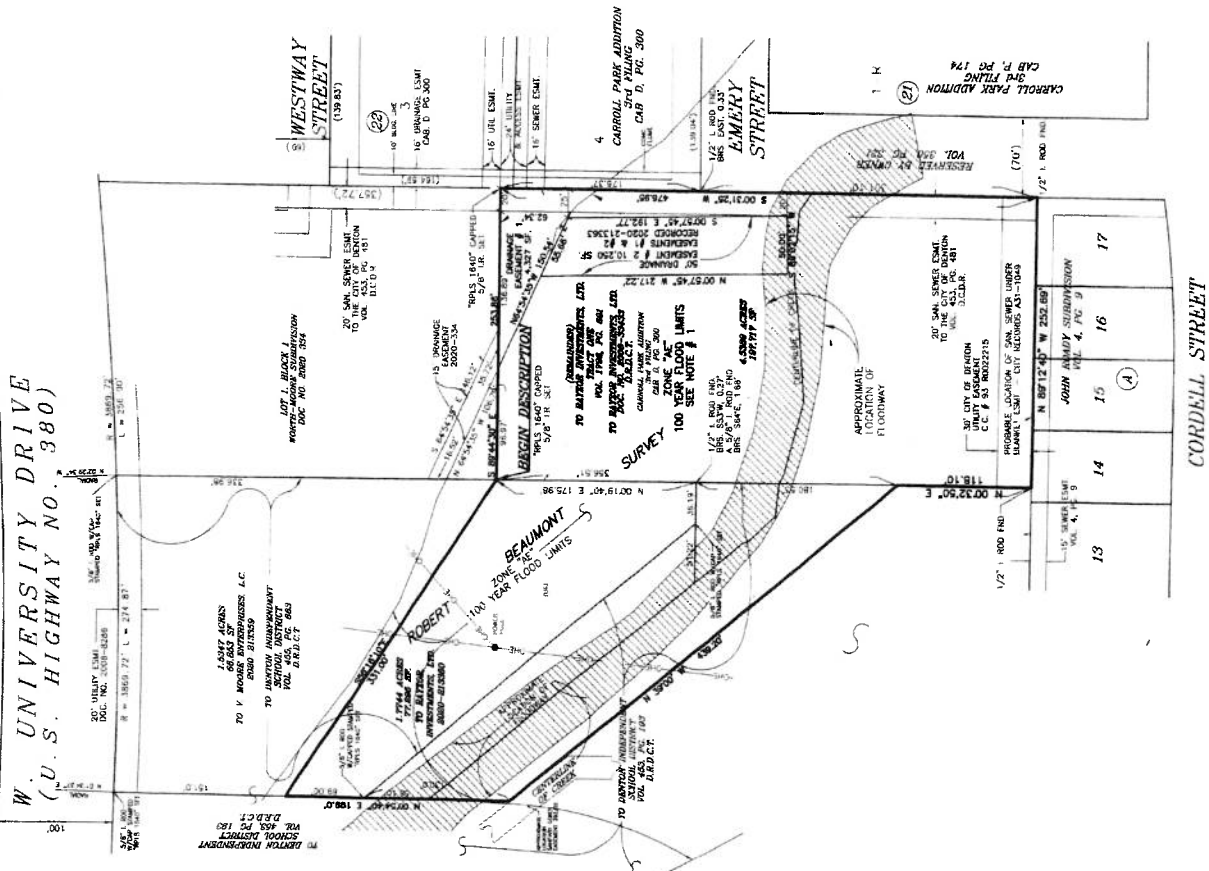
THENCE South 56 degrees, 16 minutes, 10 seconds East with the common line of said V. Moore Enterprises tract, and Rayzor Investments tract, 331.0 feet to the PLACE OF BEGINNING, and containing 197,717 square feet (4.5390 acres).

**ATTACHMENT 2**

**Survey Drawing**

See Attached

W. UNIVERSITY DRIVE  
(U.S. HIGHWAY NO. 380)



Graphic Scale in Feet  
0 50 100 150 200  
Scale: 1" = 50'

NOTE

Beaumont Survey, Abstract No. 31, is located in the City of Denton, Texas, and is subject to the provisions of the Texas Survey Act, Chapter 131, of the Texas Civil Statutes, as amended.

General Notes

1. The Beaumont Survey, Abstract No. 31, is located in the City of Denton, Texas, and is subject to the provisions of the Texas Survey Act, Chapter 131, of the Texas Civil Statutes, as amended.

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Survey Map  
of a  
tract of land in the  
**ROBERT BEAUMONT SURVEY,**  
**Abstract No. 31**  
in the City of Denton,  
Denton County, Texas.

1. The Beaumont Survey, Abstract No. 31, is located in the City of Denton, Texas, and is subject to the provisions of the Texas Survey Act, Chapter 131, of the Texas Civil Statutes, as amended.

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**ATTACHMENT 3**

**SPECIAL WARRANTY DEED**

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

**RAYZOR INVESTMENTS, LTD.**, a Texas limited partnership, whose mailing address is P.O. Box 336, Denton, Texas 76202 (hereinafter called "**Grantor**"), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by the **CITY OF DENTON, TEXAS**, a home rule municipal corporation, whose mailing address is 215 E. McKinney Street, Denton, Texas 76201 (hereinafter called "**Grantee**"), the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, express or implied, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto the Grantee that certain area of land situated in the City of Denton, Denton County, Texas, as more particularly described in **Exhibit "A"** attached hereto and made a part hereof for all purposes, together with all improvements situated thereon and all and singularly the rights and appurtenances appertaining thereto and any and all right, title, and interest of Grantor in and to any adjacent streets, alleys or rights-of-way (herein collectively called the "**Property**").

Grantor hereby agrees that it has been fully compensated by Grantee for the property interests conveyed to Grantee hereunder, including without limitation, the right or claim to severance damages, or any damages to, or diminution in value of, other lands belonging to Grantor that may be claimed or asserted by virtue of such acquisition of the Property by Grantee.

This Deed is given and accepted subject to any and all restrictions, reservations, covenants, conditions, rights-of-way, easements, and encumbrances of record affecting the herein-described Property. (collectively, the "**Permitted Encumbrances**").

TO HAVE AND TO HOLD all of Grantor's right, title and interest in and to the Property unto the Grantee, its successors and assigns forever, subject to the Permitted Encumbrances, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise.

EXECUTED by Grantor on the date set forth in the acknowledgement below, to be effective, however, as of the \_\_\_\_ day of \_\_\_\_\_, 2024.

[Signature Page Follows]

**Grantor Signature Page**  
**Deed**

**GRANTOR:**

RAYZOR INESTMENTS, LTD.  
a Texas limited partnership

By:     The Rayzor Company,  
          a Texas corporation,  
          its sole member

By:     \_\_\_\_\_  
          Philip A. Baker, Vice President

THE STATE OF TEXAS   §  
                                  §  
COUNTY OF DENTON    §

      This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_ 2024, by Philip A. Baker, Vice President of The Rayzor Company, a Texas corporation, the sole general partner of Rayzor Investments, Ltd., a Texas limited partnership, on behalf of said limited partnership.

\_\_\_\_\_  
Notary Public, State of Texas

**EXHIBIT B**  
**(Special Warranty Deed)**

## SPECIAL WARRANTY DEED

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

**RAYZOR INVESTMENTS, LTD.**, a Texas limited partnership, whose mailing address is P.O. Box 336, Denton, Texas 76202 (hereinafter called "**Grantor**"), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by the **CITY OF DENTON, TEXAS**, a home rule municipal corporation, whose mailing address is 215 E. McKinney Street, Denton, Texas 76201 (hereinafter called "**Grantee**"), the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, express or implied, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto the Grantee that certain area of land situated in the City of Denton, Denton County, Texas, as more particularly described in **Exhibit "A"** attached hereto and made a part hereof for all purposes, together with all improvements situated thereon and all and singularly the rights and appurtenances appertaining thereto and any and all right, title, and interest of Grantor in and to any adjacent streets, alleys or rights-of-way (herein collectively called the "**Property**").

Grantor hereby agrees that it has been fully compensated by Grantee for the property interests conveyed to Grantee hereunder, including without limitation, the right or claim to severance damages, or any damages to, or diminution in value of, other lands belonging to Grantor that may be claimed or asserted by virtue of such acquisition of the Property by Grantee.

This Deed is given and accepted subject to any and all restrictions, reservations, covenants, conditions, rights-of-way, easements, and encumbrances of record affecting the herein-described Property. (collectively, the "**Permitted Encumbrances**").

TO HAVE AND TO HOLD all of Grantor's right, title and interest in and to the Property unto the Grantee, its successors and assigns forever, subject to the Permitted Encumbrances, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise..

EXECUTED by Grantor and Grantee on the dates set forth in their respective acknowledgements below, to be effective, however, as of the \_\_\_\_ day of \_\_\_\_\_, 2024.

*[Signature Page Follows]*

**Grantor Signature Page**  
**Deed**

**GRANTOR:**

RAYZOR INESTMENTS, LTD.  
a Texas limited partnership

By:     The Rayzor Company,  
          a Texas corporation,  
          its sole member

By:     \_\_\_\_\_  
          Philip A. Baker,  
          Vice President

THE STATE OF TEXAS   §  
                                  §  
COUNTY OF DENTON    §

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\_\_\_\_\_  
Notary Public, State of Texas



## **EXHIBIT "A"**

### **Description of Land**

SITUATED in the City of Denton, Denton County, Texas, and being a tract of land in the ROBERT BEAUMONT SURVEY, Abstract No. 31, and being a portion of that certain tract described as Section 1, Tract One in deed to Rayzor Investments, Ltd. recorded in [Volume 1796, Page 601](#), of the Denton County Deed Records, and said portion being more fully described as follows:

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THENCE South 89 degrees, 44 minutes, 30 seconds East, crossing said Tract One with the south line of said Lot 1, 253.86 feet to an "RPLS 1640" capped 5/8" iron rod set for the southeast corner of said Lot 1, in the east line of said Tract One and the west line of Lot 3, Block 22, Carroll Park Addition, 3rd Filing, as shown on plat thereof recorded in [Cabinet D, Page 300](#), of said Plat Records;

THENCE South 0 degrees, 31 minutes, 25 seconds West with said east line of Tract One, and with said west line of Lot 3, and continuing with the west line of Lot 4, in said Block 22, passing the southwest corner of said Lot 4, and the northwest corner of Emery Street, from which corner a 1/2" iron rod bears East 0.33 foot, and continuing with a strip of land shown on plats as "Reserved by Owner per [Volume 350, Page 321](#), of the Denton County Deed Records", in all 476.95 feet to a 1/2" iron rod found in place for the southeast corner of said Tract One, and the northeast corner of Lot 17, Block A, John Rody Subdivision as shown on plat thereof recorded in Volume 4, Page 9, of the Denton County Plat Records;

THENCE North 89 degrees, 12 minutes, 40 seconds West with the common line between said Tract One and said Block A, John Rody Subdivision, 252.69 feet to a 1/2" iron rod found in place for the common south corner of said Tract One and that certain tract conveyed to the Denton Independent School District (ISD) by deed recorded in Volume 453, Page 193, of said Deed Records;

THENCE North 0 degrees, 32 minutes, 50 seconds East with the common line between said Tract One and said Denton ISD tract, 118.10 feet to the south corner of that certain tract conveyed to Rayzor Investments, Ltd. By instrument recorded as Clerk's Instrument No. [2020-213360](#);

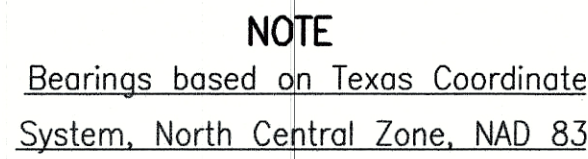
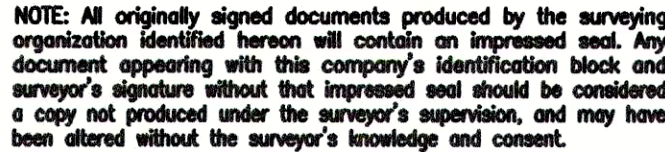
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THENCE South 56 degrees, 16 minutes, 10 seconds East with the common line of said V. Moore Enterprises tract, and Rayzor Investments tract, 331.0 feet to the PLACE OF BEGINNING, and containing 197,717 square feet (4.5390 acres).





1. The subject property is located in multiple Flood Hazard Zones as shown hereon. Said zones are Zone "X" (unshaded), Zone "X" (shaded) and Zone "AE", as shown on the FEMA Flood Hazard Zone Map Community Panel No. 48121C0360G.

Revised Date April 18, 2011.

**G CURTIS SURVEYORS, LLC**  
T.B.P.L.S. Surveying Firm No.10194225  
P.O. Box 471787 817/334-0381  
Fort Worth, Texas 76147-1408