ORDINANCE NO.	
---------------	--

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:

<u>SECTION 1</u>. 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.

<u>SECTION 2</u>. 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,

<u>SECTION 3</u>. 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.

<u>SECTION 5</u>. This ordinance shall become effective immediately upon its passage and approval.

[signatures to appear on the following page.]

			and			
seconded byby the following vote []:			ordinanc	e was passed a	and app	proved
	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	e c	lay of _			, 2024.	
	-	 GERAl	RD HUD	SPETH, MAY	/OR	_
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)
- 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").
- 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.

Land referenced he respecting the subje	erein and super	sedes any prior und n.					
Executed this	day of	, 2024, by (	City, signing by	and through i	ts City Manage	r, duly authorized	to
executed same by	Denton City Co	ouncil approved on		•		r, acting through i	
duly authorized office	cials.	- · · · ·	.,			,	

This LETTER AGREEMENT constitutes the sole and only agreement of the parties in respect to the

[The Balance of this Page Has Been Intentionally Left Blank – Signature Pages Follow]

9

#### OWNER SIGNATURE PAGE LETTER AGREEMENT

RAYZOR INVESTMENTS, LTD.,

a Texas limited partnership

By: The R

The Rayzor Company, a Texas corporation,

its sole member

By:

Philip A. Baker, Vice President

Date:

## 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 OBLIGATIONS AND BUSINESS TERMS.	O AND APPROVED AS TO FINANCIAL AND OPERATIONAL
Signature	
Title	
Department Date:	

## <u>Title Company Signature Page</u> <u>Agreement of Land Donation</u>

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:	

#### **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;

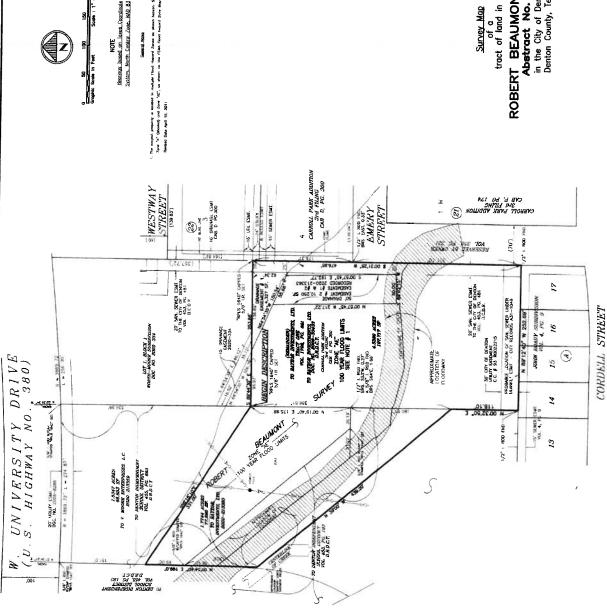
THENCE South 56 degrees, 16 minutes, 10 seconds East with the common line of said V. Moore Enterprises tract, and Rayzor Investments tract, 331.0 feet to the PLACE OF BEGINNING, and containing 197,717 square feet (4.5390 acres).

Letter Agreement Hinkle Drainage Tract Attachment 1

#### **ATTACHMENT 2**

**Survey Drawing** 

See Attached



The state of the s FORES WEST CONTINUENCY AND WINDERS SEE OF MINISTER, DES REACCORES DE MANAGEMENT DE MANAGEMENT DE MANAGEMENT DE THE MANAGEMENT DE MANAGEMENT DE MANAGEMENT DE MANAGEMENT DE MANAGEMENT DE MANAGEMENT DE MANAGEMENT. THE MANAGEMENT DE MANAGEMENT DE MANAGEMENT DE MANAGEMENT DE MANAGEMENT DE MANAGEMENT DE MANAGEMENT. THERE HORS SOURCE, IN COMMEND, AN HEIDER HORS DR. CHARLES HOR HOUSE AND THE COMMEND HOUSE AND THE COMMEND HEID WING THE MINISTREE HORSE SOURCE HEIDER CHARLES HELD CHARLES HE SOURCE HOUSE AND THE STATEMENT METHOD IN CHARLES. NOTE O SQUERGE, ST BROTHER, NA ROCKHE SING, AL 12R4 POR palmong a common trapic potent to analyzonem 121 back an The count hast commonly to traver SAO back, destroade to Walen SAO, have also if the blood sharely, and common THE SAO AND the walebrest trates of table 1 found (the proof said has perfectly current and haste metalogical section.) Pičiuž isodo Si dapera, iš strieta, ži mooso čas esi be cannos tre ci auž v Hoor časupspe ma; md Rapos kretsperij mai, 111 Ofriz si de PLAG SI Bičiošos, ma costanaj 1977) spere mai (1978 zem).

FEM Anarcan Title Kausmice Complety Controllment for Title Insurance issued 29 August, 2022, and other Companies for 100-5705/SATT, with an Effective Date of 15 August, 2022, was unkned the systematics of the survey Rapp and description hereon.

10g NOT A SURVEY MATTER 128 The savey map benear is provided. The survey greep hemoer is prevented to AVITER.

Og Essentant is City of Lovien, recentad in Clauts File No. 93-10072215, Real Property Record A Lerkon County, Teats, AFFECTS 34.08.ECT PROPERTY as movem on the survey map Seeson III. Easumann Ib City of Ornino, recorded an Valuma. 453, IMGE 451, Real Provelly Records o enton County, Taxas, AFECTS SAISAECT FROPERTY as obsert to pre-survey map between M. Creanage Ensurem Agreement to V. Moove Enterpress, LLC and St. L. H. Properties, Ltd., recorded an Carlot File. No. 2020-211853. Res Preparty Records of Detecn County, Facus. MFECTS 84:66-67 DROMPRETY as strong on the surey map hereon.

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



#### **ATTACHMENT 3**

#### 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 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

		GRANT	OR:
			R INESTMENTS, LTD. Ilimited partnership
		Ву:	The Rayzor Company, a Texas corporation, its sole member
			By: Philip A. Baker, Vice President
THE STATE OF TEXAS	§ §		
COUNTY OF DENTON	§ 2		
Baker, Vice President of 1		cas corpo	ne day of 2024, by Philip A. pration, the sole general partner of Rayzor Investments, hership.
			Notary Public, State of Texas

Letter Agreement Hinkle Drainage Tract Attachment 3

# 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 <a href="Exhibit "A"</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

		GRANT	OR:	
			R INESTMENTS, LTD. s limited partnership	
		Ву:	The Rayzor Company, a Texas corporation, its sole member	
			By: Philip A. E	
THE STATE OF TEXAS	§			
COUNTY OF DENTON	§ §			
Baker, Vice President of		xas corpo	ne day of oration, the sole general partr nership.	
			Notary Public, State of T	exas

#### 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:

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).

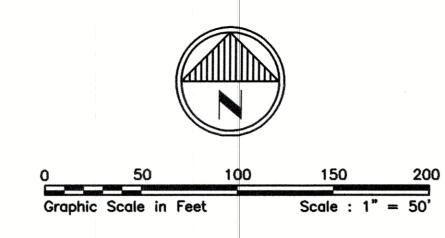
W. UNIVERSITY DRIVE (U.S. HIGHWAY NO. 380) 5/8" I. ROD W/CAP STAMPED "RPLS 1640" SET 20' UTILITY ESMT. ----R = 3869.72DOC. NO. 2008-8286 L = 256.00R = 3869.72' L = 274.87' 5/8" I. ROD— W/CAP STAMPED "RPLS 1640" SET 1.5347 ACRES 66,853 SF. TO V. MOORE ENTERPRISES, L.C. 2020-213359 TO DENTON INDEPENDENT SCHOOL DISTRICT LOT 1, BLOCK 1 VOL. 455, PG. 663 WORTH-MOORE SUBDIVISION D.R.D.C.T.DOC. NO. 2020-334 STREET (139.83')20' SAN. SEWER ESMT. ---5/8" I. ROD W/CAPPED STAMP TO THE CITY OF DENTON "RPLS 1640" SE VOL. 453, PG. 481 D.C.D.R. — 10' BLDG. LINE 1.7744 ACRES 77,295 SF. ---16' DRAINAGE ESMT TO RAYZOR, CAB. D. PG.300 INVESTMENTS, LTD. -15' DRAINAGE 2020-213360 EASEMENT 2020-334 "RPLS 1640" CAPPED+ 5/8" I.R. SET -16' UTIL ESMT. \_24' UTILITY N64.54 EASEMENT # 1. & ACCESS ESMI BEGIN DESCRIPTION —16' SEWER ESMT. "RPLS 1640" CAPPED 5/8" I.R. SET (REMAINDER) TO RAYZÒR INVESTMENTS, LTD. TRACT ONE VOL. 1796, PG. 601 TO RAYZOR INVESTMENTS, LTD.
DOC. NO. 2006-33433
D.R.D.C.T. CARROLL PARK ADDITION 3rd FILING TO DENTON INDEPENDEN CONC. CAB. D, PG. 300 SCHOOL DISTRICT CARROLL PARK ADDITION VOL. 453, PG. 193 D.R.D.C.T.CAB. D, PG. 300 ZONE "AE" 100 YEAR FLOOD LIMITS SEE NOTE # 1 (139.04') -1/2" I. ROD FND、 1/2" I. ROD FND. BRS. S53\*W, 0.27 BRS. EAST, 0.33' A 5/8" I. ROD FND. **EMERY** BRS. S64°E, 1.68° 4.5389 ACRES STREET **APPROXIMATE** LOCATION OF **FLOODWAY** 20' SAN. SEWER ESMT. TO THE CITY OF DENTON VOL. 453, PG. 481 D.C.D.R. - 30' CITY OF DENTON UTILITY EASEMENT C.C. # 93-R0022215 1/2" I. ROD FND.— PROBABLE LOCATION OF SAN. SEWER UNDER (70') BLANKET ESMT. - CITY RECORDS A31-1049 N 89'12'40" W 252.69' /2" I. ROD FND. JOHN ROADY SUBDIVISION -15' SEWER ESMT. VOL. 4, PG. 9 VQL. 4, PG. 9 CORDELL STREET

NOTE: All originally signed documents produced by the surveyin organization identified hereon will contain an impressed seal. An

document appearing with this company's identification block and

surveyor's signature without that impressed seal should be considered a copy not produced under the surveyor's supervision, and may have

been altered without the surveyor's knowledge and consent.



Bearings based on Texas Coordinate System, North Central Zone, NAD 83

General Notes

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

### 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

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 in Instrument No. 2020-213360, the following courses and distances: North 39 degrees, 00 minut West, 439.20 feet to an angle point in said Rayzor Investments

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

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).

First American Title Insurance Company Commitment for Title Insurance Issued 29 August, 2022, under Commitment No. 1003-370535-RTT, with an Effective Date of 15 August, 2022, was utilized in the preparation of the survey map and description hereon.

Comments on Schedule B, Item 10, of Title Commitment mentioned above.

10a. NOT A SURVEY MATTER.

10b. The survey map hereon is provided for determination of the effect of this item.

10c. The survey map hereon is provided for determination of the effect of this item.

10d. NOT A SURVEY MATTER.

10e. NOT A SURVEY MATTER

10f. NOT A SURVEY MATTER

10g. Easement to City of Denton, recorded in Clerk's File No. 93-R0022215, Real Property Records of Denton County, Texas, AFFECTS SUBJECT PROPERTY as shown on the survey map hereon.

10h. Easement to City of Denton, recorded in Volume 453, PAGE 481, Real Property Records of Denton County, Texas, AFFECTS SUBJECT PROPERTY as shown on the survey map hereon.

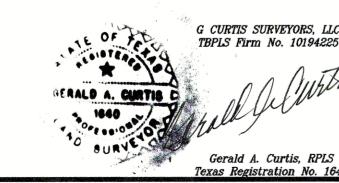
10i. Drainage Easement Agreement to V. Moore Enterprises, LLC and Bl & VH Properties, Ltd., recorded in Clerk's File No. 2020-213363, Real Property Records of Denton County, Texas, AFFECTS SUBJECT PROPERTY as shown on the survey map hereon.

Survey Map tract of land in the

## ROBERT BEAUMONT SURVEY, Abstract No. 31

in the City of Denton, Denton County, Texas.

> I hereby certify to Rayzor Investments, Ltd., to the City of Denton, and to First American Title Insurance Company and Republic Title of Texas that the survey map and description hereon depicts and describes the results of surveys made on the ground, under my supervision, and that improvements that may exist on the subjec property are not shown at direction of the seller, that visible easements and those made known to us affecting the subject property are shown or denoted, and that visible intrusions and protrusions across boundary lines are depicted as detected by



COMPILED

SCRINGER'S EDRORS CORRELATO 28 HOUZORS LANC

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

C:\Carlson Projects\RIL 05729-B2rev\RIL 05729-B2 rev 2023.dwg