

EXHIBIT 2 Attachment to AIS

ORDINANCE NO. 2014-\_\_\_\_\_

AN ORDINANCE AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE A PURCHASE AGREEMENT BETWEEN THE CITY OF DENTON, TEXAS ("CITY"), AS BUYER, AND HABIB PYARALI ARAB ("OWNER"), AS SELLER, TO ACQUIRE (I) FEE SIMPLE TITLE TO A 1.398 ACRE TRACT; AND (II) A SLOPE EASEMENT ENCUMBERING A 0.151 ACRE TRACT, BOTH TRACTS LOCATED IN THE M.E.P. & P.R.R. SURVEY, ABSTRACT NO. 1469, CITY OF DENTON, DENTON COUNTY, TEXAS, AND BEING GENERALLY LOCATED IN THE 1500 BLOCK OF NORTH MAYHILL ROAD (THE "PROPERTY INTEREST") FOR THE PURCHASE PRICE OF TWO HUNDRED EIGHTY SEVEN THOUSAND NINE HUNDRED DOLLARS AND NO CENTS (\$287,900.00), AND OTHER CONSIDERATION, AS PRESCRIBED IN THE PURCHASE AGREEMENT (THE "AGREEMENT"); AUTHORIZING THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Denton ("City") made a bona fide offer to the Owner to purchase the Property Interests;

WHEREAS, Owner has made a counteroffer to the Final Offer of City;

WHEREAS, City is amenable to the counteroffer, and finds that it is in the best interest to agree to same; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The City Manager, or his designee, is authorized (a) to execute on behalf of the City (i) the Purchase Agreement, between the City and Owner, in the form attached hereto and made a part hereof as Exhibit "A", with a purchase price of \$287,900.00 and other consideration, plus costs and expenses, all as prescribed in the Purchase Agreement; and (ii) any other documents necessary for closing the transaction contemplated by the Purchase Agreement; and (b) to make expenditures in accordance with the terms of the Purchase Agreement.

SECTION 2. 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 3. This ordinance shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

---

CHRIS WATTS, MAYOR

ATTEST:  
JENNIFER WALTERS, CITY SECRETARY

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

APPROVED AS TO LEGAL FORM:  
ANITA BURGESS, CITY ATTORNEY

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

## **PURCHASE AGREEMENT**

### **NOTICE**

**YOU, AS OWNER OF THE PROPERTY (AS DEFINED BELOW), HAVE THE RIGHT TO: (1) DISCUSS ANY OFFER OR AGREEMENT REGARDING THE CITY OF DENTON'S ACQUISITION OF THE PROPERTY WITH OTHERS; OR (2) KEEP THE OFFER OR AGREEMENT CONFIDENTIAL, UNLESS THE OFFER OR AGREEMENT IS SUBJECT TO CHAPTER 552, GOVERNMENT CODE.**

**THIS PURCHASE AGREEMENT** (the "Agreement") is dated \_\_\_\_\_, 2014, but effective as of the date provided below, between Habib Pyarali Arab (referred to collectively herein as "Owner") and the City of Denton, Texas ("City").

### **WITNESSETH:**

**WHEREAS**, Habib Pyarali Arab is the Owner of a tract of land (the "Land") in the M.E.P. and P.R.R. Company Survey, Abstract No. 1469 in the City of Denton, Denton County, Texas, being affected by the Mayhill Road Widening and Improvements Project ("Mayhill Project") referred to herein as the "Project");

**WHEREAS**, City is in need of certain (i) fee simple lands, being a part of the Land; and (ii) easements, being a part of and encumbering the Land, related to the Project; and

**WHEREAS**, it is desirous of both parties to stipulate and agree to the terms and conditions associated with the purchase of the necessary real property interests for the Project;

**NOW, THEREFORE**, for Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. A. At Closing, the Owner shall grant, execute, and deliver to the City (i) a Special Warranty Deed (herein so called) conveying to the City, subject to the reservations described below, the tract of land being described in Exhibit “A” and depicted in Exhibit “B” to that certain Special Warranty Deed, and other interests as prescribed therein (the “Fee Lands”), the Special Warranty Deed being attached hereto as Attachment 1 and made a part hereof, and (ii) a Utility and Slope Easement (the “Easement”), in, along, upon, under, over and across the tracts of land being described in Exhibit “A” and depicted in Exhibit “B”, to that certain Utility and Slope Easement, the Easement being attached hereto as Attachment 2 and made a part hereof, for utility and slope purposes, as more particularly described therein, related to the Project (and referred to herein collectively as the “Easement Lands”),

The (i) Special Warranty Deed shall be in the form and upon the terms as attached hereto and incorporated herein as “Attachment 1”, and (ii) the Utility and Slope Easement shall be in the form and upon the terms as attached hereto and incorporated herein as “Attachment 2” (the Fee Lands and the Easement Lands are collectively referred to herein as the “Property”).

B. Owner, subject to the limitation of such reservation made herein, shall reserve, 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 Fee Lands. Owner, their heirs, devisees, successors and assigns, shall not have the right to use or access the surface of the Fee Lands, 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 Fee Lands 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 Fee Lands; and (ii) all substances which are at or near the surface of the Fee Lands. 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 Fee Lands" 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.

HB  
281,500.00  
281,500.00  
2. As consideration for the granting and conveying of the Property to the City, the City shall pay to Owner at Closing the sum of ~~Two Hundred Thirty Thousand Three Hundred Twenty and No/100~~ <sup>Two Hundred Eighty Seven Thousand Nine Hundred</sup> Dollars (~~\$230,320.00~~). The monetary compensation prescribed in this Section 2 is herein referred to as the "Total Monetary Compensation".



3. The Owner shall convey and grant to the City the Property free and clear of all debts, liens and other encumbrances (the "Encumbrances"). The Owner shall assist and support satisfaction of all closing requirements of the City in relation to solicitation of releases or subordinations of the Encumbrances and other curative efforts affecting the Property, if necessary in the discretion of the City. In the event that all Encumbrances are not cured to the satisfaction of City prior to Closing, such shall not be a default hereunder, although Owner may otherwise be in default under Section 10, below. However, if the Encumbrances are not cured as provided herein, City has the option of either (i) waiving the defects related to the remaining Encumbrances by notice in writing to Owner on or prior to the Closing Date, upon which the remaining Encumbrances shall become Permitted Exceptions (herein so called), and proceed to close the transaction contemplated by this Agreement; or (ii) terminating this Agreement by notice in writing to Owner, in which latter event Owner and City shall have no further obligations under this Agreement.

4. Owner stipulates that the Total Monetary Compensation payment constitutes and includes all compensation due Owner by City related to the Project, including without limitation, any damage to or diminution in the value of the remainder of Owner's property caused by, incident to, or related to

the Project and/or the transactions contemplated by this Agreement, value of, damage to and/or costs of repair, replacement and/or relocation of any improvements, turf, landscape, vegetation, or any other structure or facility of any kind within the Easement Lands, interference with Owner's activities on the Easement Lands or other property interests of Owner caused by or related to activities on the Fee Lands related to the Project and/or activities within the scope of the rights granted by the Easement, whether accruing now or hereafter, and Owner hereby releases for themselves, their heirs, devisees, successors and assigns, the City, its officers, employees, elected officials, agents and contractors from and against any and all claims they may have now or in the future, related to the herein described matters, events and/or damages.

5. The Closing (herein so called) shall occur in and through the office of Title Resources, LLC, 525 South Loop 288, Suite 125, Denton, Texas, 76205 ("Title Company"), with said Title Company acting as escrow agent, on the date which is 180 days after the Effective Date, unless the Owner and the City mutually agree, in writing, to an earlier or later date ("Closing Date"). In the event the Closing Date, as described above, occurs on a Saturday, Sunday or Denton County holiday, the Closing Date shall be the next resulting business day.

6. The stipulated Total Monetary Compensation amount shall be paid by the City at Closing to the Owner through the Title Company. Ad valorem taxes relating to the Fee Lands for the calendar year in which Closing shall occur shall be prorated between Owner and City as of the Closing Date. If the actual amount of taxes for the calendar year in which Closing shall occur is not known as of the Closing Date, the proration shall be based on the amount of taxes due and payable with respect to the Fee Lands for the preceding calendar year, and shall be readjusted in cash as soon as the amount of taxes levied against the Fee Lands for the calendar year in which Closing shall occur is known. The result of such proration is that the Owner shall pay for those taxes attributable to the period of time prior to the Closing Date (including, but not limited to, subsequent assessments for prior years due to change of land usage or ownership occurring prior to the Closing Date) and City shall pay for those taxes attributable to the period commencing as of the Closing Date. All other typical, customary and standard closing costs associated with this transaction shall be paid specifically by the City, except for Owner's attorney's fees, if any, which shall be paid by Owner.

City  

7. The date on which this Agreement is executed by the ~~Owner~~ shall be the "Effective Date" of this Agreement.

8.A. In the event Owner shall default in the performance of any covenant or term provided herein, and such default shall be continuing after ten (10) days written notice of default and opportunity to cure, City may exercise any right or remedy available to it by law, contract, equity or otherwise, including without limitation, the remedy of specific performance.

B. In the event City shall default in the performance of any covenant or term provided herein, and such default shall be continuing after ten (10) days written notice of default and opportunity to cure, Owner may, as its sole and exclusive remedy, either (i) terminate this Agreement prior to Closing by written notice of such election to City; or (ii) enforce specific performance of this Agreement.

9. THE LAWS OF THE STATE OF TEXAS SHALL CONTROL AND APPLY TO THIS AGREEMENT FOR ALL PURPOSES. THIS AGREEMENT IS PERFORMABLE IN DENTON COUNTY, TEXAS. VENUE FOR ANY ACTION ARISING HEREUNDER SHALL LIE SOLELY IN THE COURTS OF COMPETENT JURISDICTION OF DENTON COUNTY, TEXAS.

10. From and after the Effective Date of this Agreement, through and including the Closing Date, Owner shall not (i) convey or lease any interest in the Fee Lands or Easement Lands; or (ii) enter into any Agreement that will be binding upon the Fee Lands or the Easement Lands, or upon the Owner with respect to the Fee Lands or the Easement Lands, after the date of Closing.

11. Any notices prescribed or allowed hereunder to Owner or City shall be in writing and shall be delivered by telephonic facsimile, hand delivery or by United States Mail, as described herein, and shall be deemed delivered and received upon the earlier to occur of (a) the date provided if hand delivered or delivered by telephonic facsimile; and (b) on the date of deposit of, in a regularly maintained receptacle for the United States Mail, registered or certified, return receipt requested, postage prepaid, addressed as follows:

OWNER:

Habib Pyarali Arab

\_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_

Telecopy: \_\_\_\_\_

CITY:

City of Denton

Paul Williamson

Real Estate and Capital Support

901-A Texas Street

Denton, Texas 76209

Telecopy: (940) 349-8951

Copies to:

For Owner:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telecopy: \_\_\_\_\_

For City:

Anita Burgess, City Attorney

City Attorney's Office

215 E. McKinney

Denton, Texas 76201

Telecopy: (940) 382-7923

12. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter of this Agreement. Time is of the essence with respect to this Agreement.

13. Owner represents and warrants to the City that (i) it has taken all actions necessary to authorize the party executing this Agreement for and on behalf of Owner to bind, in all respects, Owner to all terms and provisions hereof; and (ii) this Agreement is binding and enforceable, in all respects, against the Owner.

14. The representations, warranties, agreements and covenants contained herein shall survive the Closing and shall not merge with the Special Warranty Deeds or Easement.

15. In the event prior to the Closing Date, condemnation or eminent domain proceedings are threatened or initiated by any entity or party other than the City that might result in the taking of any portion of the Fee Lands and/or Easement Lands, City may, at its election, terminate this Agreement at any time prior to Closing.



**CITY OF DENTON, TEXAS**

By: \_\_\_\_\_  
GEORGE C. CAMPBELL,  
CITY MANAGER

Date: \_\_\_\_\_, 2014

**ATTEST:**  
**JENNIFER WALTERS, CITY SECRETARY**

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

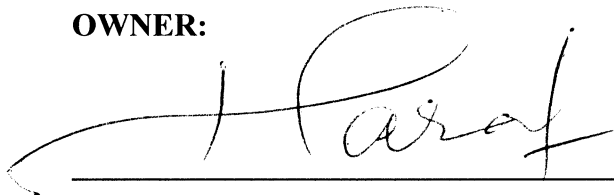
Date: \_\_\_\_\_, 2014

**APPROVED AS TO LEGAL FORM:**  
**ANITA BURGESS, CITY ATTORNEY**

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

Date: \_\_\_\_\_, 2014

**OWNER:**

A handwritten signature in black ink, appearing to read 'Habib Pyarali Arab', written over a horizontal line.

**HABIB PYARALI ARAB**

Date: Sept 04, 2014

## RECEIPT OF AGREEMENT BY TITLE COMPANY

By its execution below, Title Company acknowledges receipt of one (1) executed copy of this Agreement. Title Company agrees to comply with, and be bound by, the terms and provisions of this Agreement to perform its duties pursuant to the provisions of this Agreement and comply with Section 6045(e) of the Internal Revenue Code of 1986, as amended from time to time, and as further set forth in any regulations or forms promulgated thereunder.

TITLE COMPANY:

Title Resources, LLC  
525 South Loop 288, Suite 125  
Denton, Texas 76205  
Telephone: (940) 381-1006  
Telecopy: (940) 898-0121

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Contract receipt date: \_\_\_\_\_, 2014

**ATTACHMENT 1  
TO  
PURCHASE AGREEMENT**

**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**

|                         |          |                                        |
|-------------------------|----------|----------------------------------------|
| <b>STATE OF TEXAS</b>   | <b>§</b> |                                        |
|                         | <b>§</b> | <b>KNOW ALL MEN BY THESE PRESENTS:</b> |
| <b>COUNTY OF DENTON</b> | <b>§</b> |                                        |

That Habib Pyarali Arab (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, TEXAS, 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 the real property in Denton County, Texas being particularly described in Exhibit "A" and depicted in Exhibit "B", attached hereto and made a part hereof for all purposes, and being located in Denton County, Texas, together with any and all rights or interests of Grantor in and to adjacent streets, alleys and rights of way and together with all and singular the improvements and fixtures thereon and all other rights and appurtenances thereto (collectively, 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.

Exceptions to conveyance and warranty:

[Insert Permitted Exceptions]

Grantor hereby assigns, without recourse or representation, to Grantee, 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 heirs, devisees,

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, by, through or under Grantor, but not otherwise.

EXECUTED the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
HABIB PYRALI ARAB

#### ACKNOWLEDGMENT

THE STATE OF TEXAS     §

COUNTY OF DENTON     §

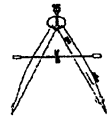
This instrument was acknowledged before me on \_\_\_\_\_, 2014 by Habib Pyrali Arab.

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

My commission expires: \_\_\_\_\_

Upon Filing Return To:  
The City of Denton-Engineering  
Attn: Paul Williamson  
901-A Texas Street  
Denton, Texas 76209

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



**Arthur Surveying Co., Inc.**  
**Professional Land Surveyors**

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

**EXHIBIT "A"**  
**MAYHILL ROAD**  
**PARCEL M026**  
**1.398 Acres**  
**City of Denton, Denton County, Texas**

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

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

**THENCE** South 02 degrees 40 minutes 25 seconds West, with the east line of said Arab tract and with Mayhill Road, a distance of 599.94 feet to a "PK" Nail set for the southeast corner of said Arab tract and the northeast corner of a tract of land described by deed to Ken Hodge and Associates, recorded in Volume 2321, Page 939, D.R.D.C.T.;

**THENCE** North 88 degrees 39 minutes 45 seconds West, with the south line of said Arab tract and the north line of said Hodge tract, a distance of 119.09 feet to a 1/2 inch iron rod with yellow cap stamped "Arthur Surveying Company" (ASC) set for corner;

**THENCE** North 03 degrees 22 minutes 54 seconds East, over and across said Arab tract, a distance of 166.98 feet to a 1/2 inch iron rod with yellow cap stamped "ASC" set for the beginning of a curve to the right, having a radius of 1267.50 feet;

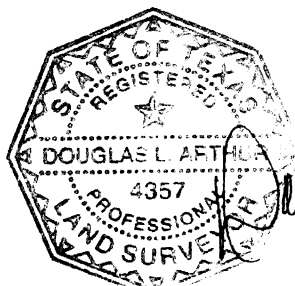
**THENCE** over and across said Arab tract, with said curve to the right, through a central angle of 06 degrees 54 minutes 12 seconds, whose chord bears North 06 degrees 50 minutes 00 seconds East at 152.62 feet, an arc length of 152.72 feet to a 1/2 inch iron rod with yellow cap stamped "ASC" set for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

**THENCE** North 10 degrees 17 minutes 07 seconds East, over and across said Arab tract, a distance of 232.48 feet to a 1/2 inch iron rod with yellow cap stamped "ASC" set for the beginning of a curve to the left, having a radius of 1132.50 feet;

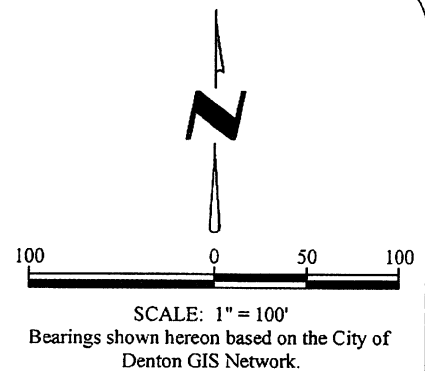
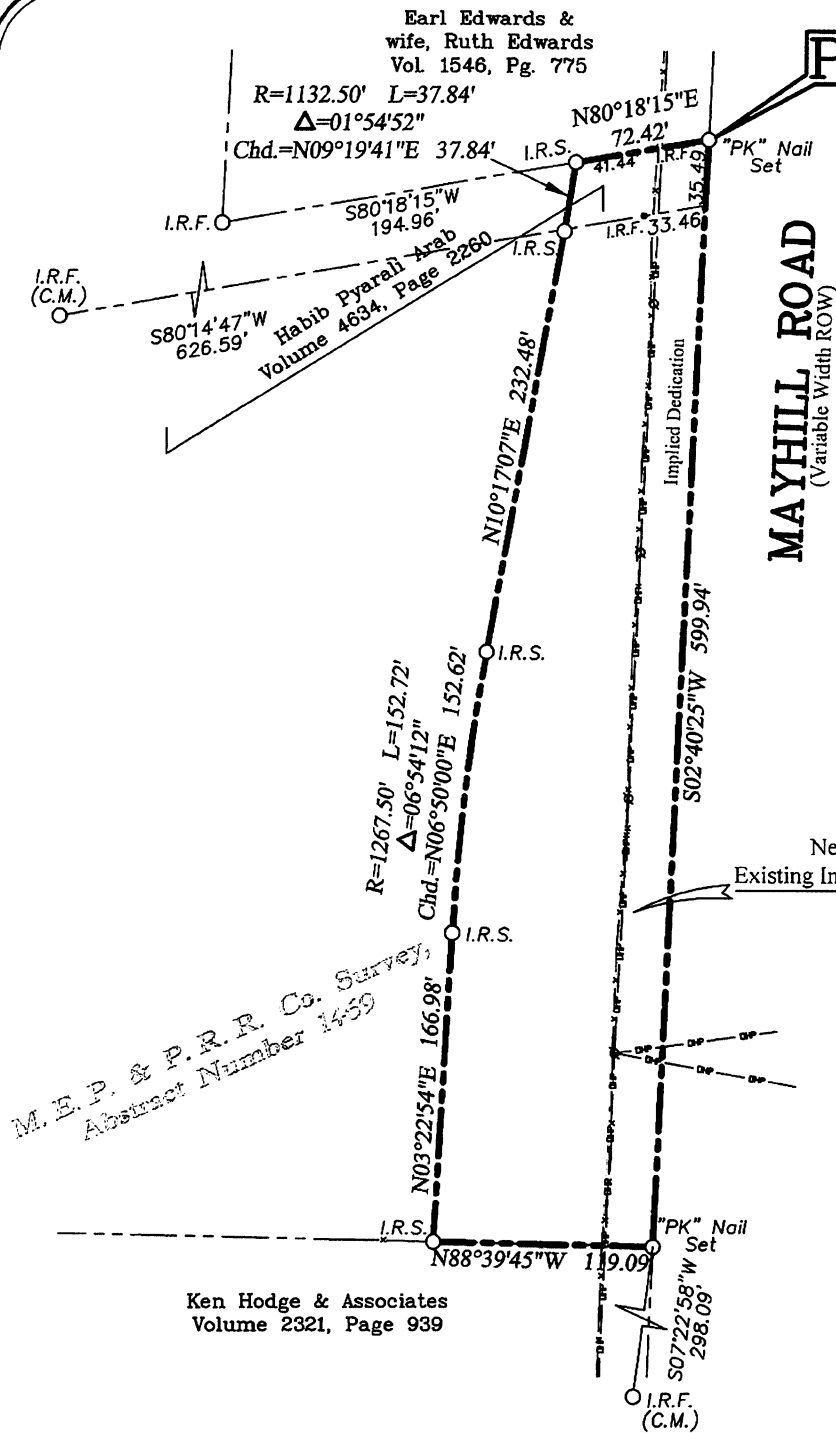
**THENCE** over and across said Arab tract, with said curve to the left, through a central angle of 01 degrees 54 minutes 52 seconds, whose chord bears North 09 degrees 19 minutes 41 seconds East at 37.84 feet, an arc length of 37.84 feet to a 1/2 inch iron rod with yellow cap stamped "ASC" set for corner in a north line of said Arab tract and the south line of said Edwards tract;

**THENCE** North 80 degrees 18 minutes 15 seconds East, with a north line of said Arab tract and the south line of said Edwards tract, passing a 1/2 inch iron rod found at 41.44 feet, continuing on for a total distance of 72.42 feet to the **POINT OF BEGINNING** and containing 1.398 acres of land, of which 0.364 acre lies within existing Mayhill Road.

C1107131-45  
Parcel M026



*[Handwritten signature]*  
10-1-13

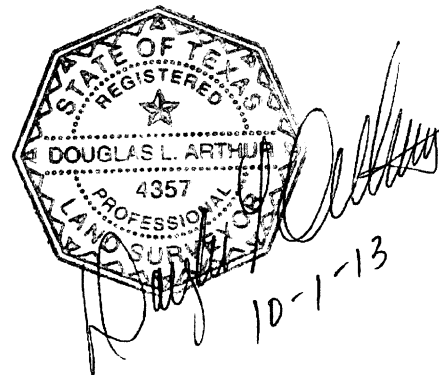


#### NOTES:

- I.R.F. = 1/2" Iron Rod Found
- I.R.S. = 1/2" Iron Rod Set with yellow cap stamped "Arthur Surveying Company"
- All improvements not shown hereon.
- Easements recorded in Vol. 266, Pg. 72, Vol. 308, Pg. 257, Vol. 462, Pg. 333, Vol. 2845, Pgs. 459 & 465 & C.C.#96-77932 do not affect subject tract to the best of my knowledge.

New Right-of-way 1.034 ac. (45,047)  
Existing Implied Dedication 0.364 ac. (15,839 sq. ft.)

**1.398 Acres** (60,886 sq. ft.)  
**Parcel M026**



## EXHIBIT "B"

### Mayhill Road Parcel M026

1.398 Acres

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

City of Denton  
Denton County, Texas

-- 2012 --

#### SURVEYORS CERTIFICATION:

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



**Arthur Surveying Co., Inc.**  
**Professional Land Surveyors**

P.O.Box 54 - Lewisville, Texas 75067  
Office: (972) 221-9439 Fax: (972) 221-4675  
Established 1986

**ATTACHMENT 2  
TO  
PURCHASE AGREEMENT**

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

**UTILITY AND SLOPE EASEMENT**

|                           |          |                                        |
|---------------------------|----------|----------------------------------------|
| <b>THE STATE OF TEXAS</b> | <b>§</b> |                                        |
|                           | <b>§</b> | <b>KNOW ALL MEN BY THESE PRESENTS:</b> |
| <b>COUNTY OF DENTON</b>   | <b>§</b> |                                        |

THAT Habib Pyarali Arab ("Grantor"), in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by the City of Denton, Texas, receipt and sufficiency of which is hereby acknowledged, has GRANTED, BARGAINED, SOLD and CONVEYED and does by these presents GRANT, BARGAIN, SELL and CONVEY unto the City of Denton, Texas ("Grantee") a perpetual utility and slope easement in, along, upon, under, over and across the following described property (the "Property"), owned by Grantor, and situated in Denton County, Texas, located in the M.E.P. and P.R.R. Company Survey, Abstract No. 1489, in the City of Denton, Denton County, Texas, to wit:

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

**ATTACHED HERETO AND MADE A PART HEREOF**

For the following purposes:

Constructing, reconstructing, installing, repairing, relocating, operating, and perpetually maintaining utilities and lateral slope, and related facilities and appurtenances, in, along, upon, under, over and across said Property, including without limitation, the free and uninterrupted use, liberty, passage, ingress, egress and regress, at all times in, along, upon, under, over and across the Property to Grantee herein, its agents, employees, contractors, workmen and representatives,



for the purposes set forth herein, including without limitation, the making additions to, improvements on and repairs to said facilities and/or lateral slope features or grade, or any part thereof.

This Easement is subject to the following covenants and agreements:

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

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

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

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

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

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

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

Witness our hand, this the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Grantor:

\_\_\_\_\_  
HABIB PYARALI ARAB

ACKNOWLEDGMENT

THE STATE OF TEXAS     §

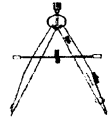
COUNTY OF DENTON     §

This instrument was acknowledged before me on \_\_\_\_\_, 2014 by of Habib Pyarali Arab.

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

My commission expires: \_\_\_\_\_

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



**Arthur Surveying Co., Inc.**  
**Professional Land Surveyors**

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

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

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

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

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

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

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

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

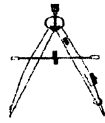
**THENCE** over and across said Arab tract, with said curve to the left, through a central angle of 06 degrees 54 minutes 12 seconds, whose chord bears South 06 degrees 50 minutes 00 seconds West at 152.62 feet, an arc length of 152.72 feet to a 1/2 inch iron rod with yellow cap stamped "ASC" set for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

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

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

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

(continued)



**Arthur Surveying Co., Inc.**  
***Professional Land Surveyors***

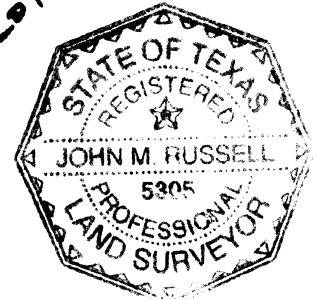
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Office: (972) 221-9439 ~ Fax: (972) 221-4675

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

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

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

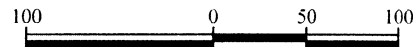
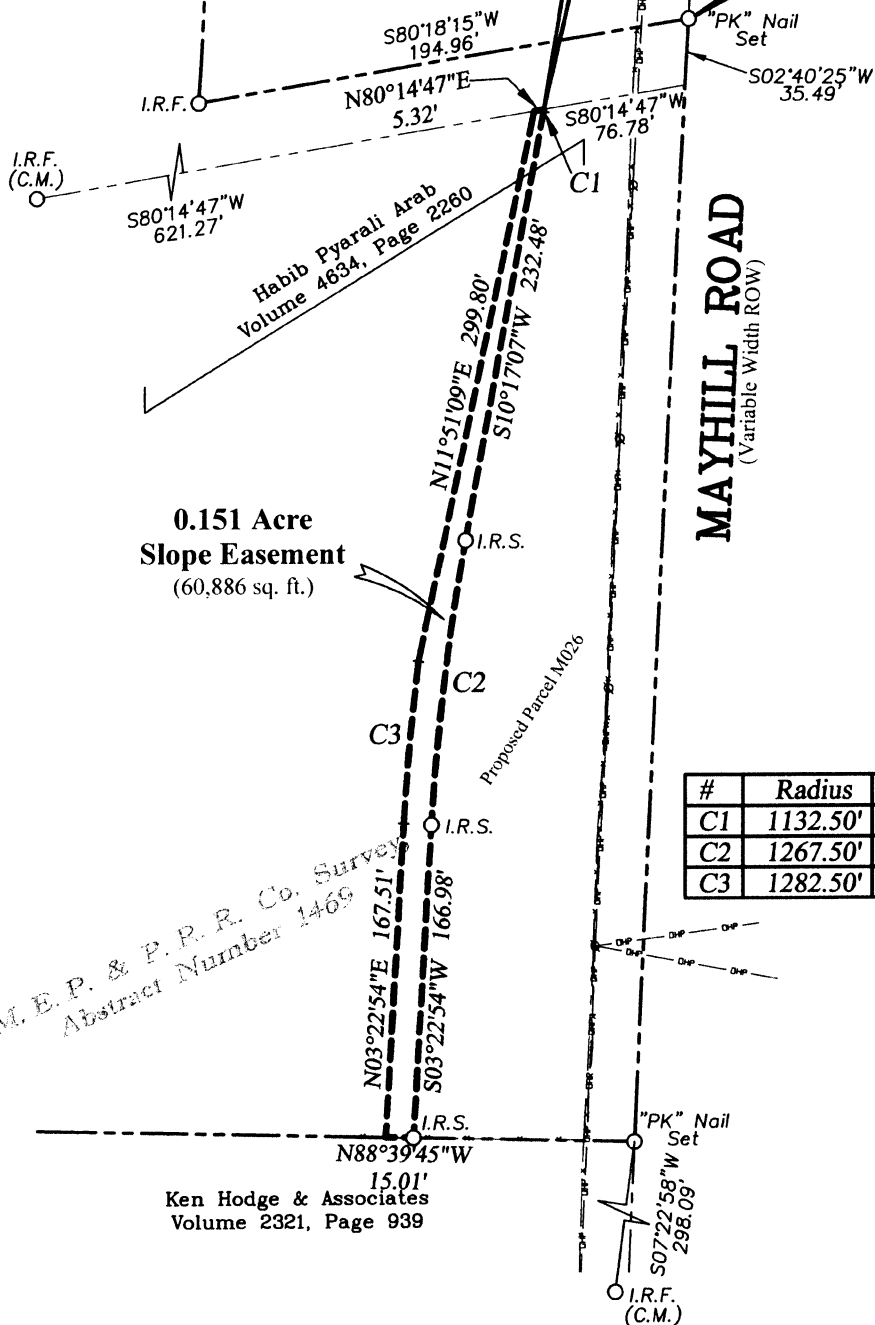
*J. L. Russell*  
*10.18.2012*



Earl Edwards &  
wife, Ruth Edwards  
Vol. 1546, Pg. 775

P.O.B.

P.O.C.



SCALE: 1" = 100'

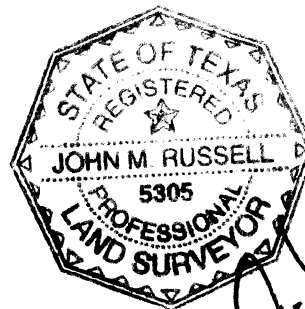
Bearings shown hereon based on the City of  
Denton GIS Network.

#### NOTES:

- I.R.F. = 1/2" Iron Rod Found
- I.R.S. = 1/2" Iron Rod Set with  
yellow cap stamped "Arthur  
Surveying Company"
- All improvements not shown hereon.
- Easements recorded in Vol. 266, Pg.  
72, Vol. 308, Pg. 257, Vol. 462, Pg.  
333, Vol. 2845, Pgs. 459 & 465 &  
C.C.#96-77932 do not affect subject  
tract to the best of my knowledge.

#### CURVE TABLE

| #  | Radius   | Length  | Delta     | Chord               |
|----|----------|---------|-----------|---------------------|
| C1 | 1132.50' | 1.10'   | 00°03'20" | S10°15'27"W 1.10'   |
| C2 | 1267.50' | 152.72' | 06°54'12" | S06°50'00"W 152.62' |
| C3 | 1282.50' | 86.56'  | 03°52'02" | N05°18'55"E 86.54'  |



*Handwritten signature and date: 10.12.2012*

## EXHIBIT "B" Slope Easement

0.151 Acre

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

City of Denton  
Denton County, Texas

-- 2012 --

#### SURVEYORS CERTIFICATION:

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



**Arthur Surveying Co., Inc.**  
Professional Land Surveyors

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