

## **EXHIBIT "3" - ATTACHMENT TO AIS**

ORDINANCE NO. 2017 - \_\_\_\_\_

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME RULE MUNICIPAL CORPORATION ("CITY"), APPROVING THE EXCHANGE OF A 4.936 ACRE TRACT OWNED BY THE CITY LOCATED IN THE DAVID HOUGH SURVEY, ABSTRACT NO. 646, DENTON, DENTON COUNTY, TEXAS ("CITY PROPERTY"), TO KEVIN NELMS AND RICHARD GREB AND WIFE, NANCY GREB ("NELMS-GREB"), FOR A 3.457 ACRE TRACT, ALSO LOCATED IN THE DAVID HOUGH SURVEY (NELMS-GREB PROPERTY), BOTH TRACTS HAVING COMPARABLE VALUES OF \$537,530.00 (CITY PROPERTY) AND \$527,054.00 (NELMS-GREB PROPERTY); AUTHORIZING THE CITY MANAGER IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE 272.001(B)(3) TO EXECUTE A REAL ESTATE EXCHANGE AGREEMENT WITH NELMS-GREB, TOGETHER WITH ANY OTHER DOCUMENTS NECESSARY TO EXCHANGE THE CITY PROPERTY FOR NELMS-GREB PROPERTY; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Denton has acquired numerous property interests on Mayhill Road between US Highway 380 and Colorado Boulevard for the Mayhill Road Widening and Improvements project (the "Project"); and

WHEREAS, in March of 2014 the City purchased a 7.628 acre tract and a 1.05 acre tract from Nelms-Greb, generally situated in the 2100 Block of South Mayhill Road, in the David Hough Survey, Abstract No. 646, Denton, Denton County, Texas for the Project; and

WHEREAS, a redesign of the Project has now made a 4.936 acre portion of the combined 7.628 acre and 1.05 acre original tracts to become excess right-of-way (the "City Property"); and

WHEREAS, the City no longer needs the City Property for its original intended purpose; and

WHEREAS, the City needs additional property on the west side of South Mayhill Road, north of the City Property, being a 3.457 acre tract owned by Nelms-Greb (the "Nelms-Greb Property") for public use regarding road contractor staging and storage purposes for the Project; and

WHEREAS, the City and Nelms-Greb are amenable to an exchange of their respective property tracts; and

WHEREAS, the respective property tracts are of comparable value; and

WHEREAS, Texas Local Government Code § 272.001(b)(3) allows the exchange of land that was originally acquired for streets, right-of-way, or easements for other land to be used for streets or other public purposes without the notice provisions of §272.001(a); NOW, THEREFORE

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. Pursuant to Texas Local Government Code § 272.001(b)(3), the City Manager, or his designee, is authorized to (i) execute on behalf of the City the Real Estate Exchange Agreement (the "Agreement"), between the City and Nelms-Greb, in the form attached as Exhibit "A", and any other documents required by the title company to close the transaction; and, (ii) make expenditures in accordance with the terms of the Agreement.

SECTION 2. The matters set forth in the preamble of this ordinance are incorporated into the body of this ordinance as findings by the City Council.

SECTION 3. 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 4. This ordinance shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
CHRIS WATTS, MAYOR

ATTEST:  
JENNIFER WALTERS, CITY SECRETARY

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

APPROVED AS TO LEGAL FORM:  
AARON LEAL, INTERIM CITY ATTORNEY

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

## **EXHIBIT "A" - Attachment to the ordinance**

### **REAL ESTATE EXCHANGE AGREEMENT**

**THIS AGREEMENT** is made by and between Kevin Nelms and Richard Greb and wife, Nancy Greb (hereinafter collectively referred to as "Nelms-Greb") and the City of Denton, a home rule municipal corporation located in Denton County, Texas, (hereinafter referred to as "City"), upon the terms and conditions set forth herein.

Whereas, Nelms-Greb are the owners of that certain tract or parcel of land in the City of Denton, Texas which is more particularly described in Exhibit "A" attached hereto and made a part hereof by reference (the "Nelms-Greb Tract") which is needed for municipal street construction contractor staging area purposes; and

Whereas, the City is the owner of that certain tract or parcel of land in the City of Denton, Texas which is more particularly described in Exhibit "B" attached hereto and made a part hereof by reference (the "City Tract") which was originally acquired by the City for street right-of-way purposes; and

Whereas, the Parties desire to exchange the City Tract for the Nelms-Greb Tract upon the terms and conditions contained in this agreement; and

Whereas, in compliance with Chapter 272 of the Texas Local Government Code, based on an appraisal obtained by the City, the fair market value of the Nelms-Greb Tract is equal to the fair market value of the City Tract;

Now, therefore, for good and valuable consideration, including the covenants contained herein, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

#### **A. EXCHANGE OF TRACTS.**

1. At Closing, and subject to the terms and conditions contained herein, Nelms-Greb shall convey to the City the Nelms-Greb Tract with all rights and appurtenances pertaining to the Nelms-Greb Tract, including any right, title, and interest of Nelms-Greb in and to adjacent streets, alleys, or rights-of-way, and together with any improvements fixtures, and personal property situated on and attached to the Nelms-Greb Tract (hereinafter called the "Nelms-Greb Property"). The Nelms-Greb Property shall be conveyed by a "Special Warranty Deed" in substantially the same form as the Special Warranty Deed attached hereto and made a part hereof as Exhibit "C" (the "Nelms-Greb Deed"). Nelms-Greb's sole consideration for the conveyance of the Nelms-Greb Property to the City is the City's conveying of the City Tract to Nelms-Greb.

2. At Closing, and subject to the terms and conditions contained herein, the City shall convey all of its right, title and interest to Nelms-Greb in the City Tract with all rights and appurtenances pertaining to the City Tract, together with any improvements fixtures, and personal property situated on and attached to the City Tract (hereinafter called the "City Property"). The City Property shall be granted by a "Special Warranty Deed" in substantially the same form as the City Deed attached hereto and made a part hereof as Exhibit "D" (the "City

Deed"). The City's sole consideration for the conveyance of the City Property to Nelms-Greb is the conveyance of the Nelms-Greb Property to the City.

**B. CONDITIONS PRECEDENT TO CLOSING**

1. On or before fifteen days after the Effective Date of this agreement, Nelms-Greb at their expense shall obtain a current commitment for title insurance hereinafter called the ("Nelms-Greb Title Commitment") for the Nelms-Greb Property for the issuance of an Owner's Policy of Title Insurance from the Title Company, together with legible copies of all documents constituting exceptions to title as reflected in the Nelms-Greb Title Commitment.

2. City shall have a period of ten days following the receipt of the Nelms-Greb Title Commitment, and legible copies of title exception documents to review such items and to deliver to Nelms-Greb in writing such objections as the City may have to anything set forth in the Nelms-Greb Title Commitment. Any items to which the City does not object within the ten day period shall be deemed to be "Permitted Exceptions." In the event the City timely objects to any matter in the Nelms-Greb Title Commitment, Nelms-Greb shall have the right, but not the obligation, for a period of thirty days to cure any such matters objected to by the City, to the City's satisfaction. Should Nelms-Greb fail to cure such matters to the satisfaction of the City, the City in its sole discretion, by a written notice to Nelms-Greb within fifteen days following the expiration of the thirty day period either (a) terminate this agreement and the parties hereto shall have no further obligation one to the other, or (b) City may waive any such defects and consummate this agreement with such uncured objections being deemed additional Permitted Exceptions.

3. On or before fifteen days after the Effective Date of this agreement, the City at its expense shall obtain a current commitment for title insurance hereinafter called the ("City Title Commitment") for the City Property for the issuance of an Owner's Policy of Title Insurance from the Title Company, together with legible copies of all documents constituting exceptions to title as reflected in the City Title Commitment.

4. Nelms-Greb shall have a period of ten days following the receipt of the City Title Commitment, and legible copies of title exception documents to review such items and to deliver to City in writing such objections as Nelms-Greb may have to anything set forth in the City Title Commitment. Any items to which Nelms-Greb does not object within the ten day period shall be deemed to be "Permitted Exceptions." In the event Nelms-Greb timely objects to any matter in the City Title Commitment, the City shall have the right, but not the obligation, for a period of thirty days to cure any such matters objected to by Nelms-Greb, to Nelms-Greb's satisfaction. Should the City fail to cure such matters to the satisfaction of Nelms-Greb, Nelms-Greb in its sole discretion, by a written notice to the City within fifteen days following the expiration of the thirty day period either (a) terminate this agreement and the parties hereto shall have no further obligation one to the other, or (b) Nelms-Greb may waive any such defects and consummate this agreement with such uncured objections being deemed additional Permitted Exceptions.

5. Should either Party choose to obtain a title insurance policy for the exchange tracts contemplated herein, it shall do so at its own expense.

### **C. CLOSING**

1. The closing shall be held at the office of Title Resources, 525 S. Loop 288, Suite 125, Denton, Texas 76205 on or before April 7th, 2017, or within ten days after the title cure period provided above, whichever occurs first, or at such time, date, and place as the Nelms-Greb and City may mutually agree upon (which is herein referred to as the "Closing").
2. At Closing, Nelms-Greb shall deliver the Nelms-Greb Deed to the City and the City shall deliver the City Deed to Nelms-Greb.
3. Nelms-Greb and the City agree to pay closing costs as outlined below:
  - a. Nelms-Greb and the City will bear the cost of their respective expenses other than those outlined herein and directly incurred by each, including their own attorney's fees, if any.
  - b. The Escrow Fees, Document Preparation Fees, and other typical related fees charged by the Title Company to complete this transaction will be paid by the City of Denton.
  - c. Ad valorem taxes relating to the Nelms-Greb Property for the calendar year in which the Closing shall occur shall be prorated and submitted by Nelms-Greb to the Denton County Tax Assessor as of the Closing Date. Ad valorem tax for the calendar year in which the Closing shall occur shall be tendered under *Texas Property Tax Code Section 26.11*. If the actual amount of taxes for the calendar year in which the Closing shall occur is not known as of the Closing Date, the proration at Closing shall be based on the amount of taxes due and payable with respect to the Property for the preceding calendar year. Nelms-Greb 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 date of Closing) and the City shall pay for those taxes attributable to the period of time commencing with the Closing Date.

### **D. REAL ESTATE COMMISSION**

Nelms-Greb and the City represent and warrant to each other that neither has retained a broker for this transaction and that there are no broker or real estate fees due as a result of the consummation of this contract.

### **E. BREACH**

a. **Nelms-Greb Defaults.** Nelms-Greb is in default under this Contract on the occurrence of any one or more of the following events:

- (i) Any of Nelms-Greb's warranties or representations contained in this Contract are untrue on the Closing Date; or
- (ii) Nelms-Greb fails to meet, comply with, or perform any covenant, agreement, condition precedent or obligation on Nelms-Greb's part required within the time limits and in the manner required in this Contract; or
- (iii) Nelms-Greb fails to deliver at Closing the items specified above for any reason other than a default of the City or termination of this Contract by the City pursuant to the terms hereof prior to Closing.

b. **City's Remedies.** If Nelms-Greb is in default under this Contract, the City as City's remedies for the default, may, at City's sole option, do any of the following:

- (i) Terminate this Contract by written notice delivered to Nelms-Greb in which the parties hereto shall have no further obligation one to the other; or
- (ii) Enforce specific performance of this Contract against Nelms-Greb, requiring Nelms-Greb to convey the Nelms-Greb Property to the City subject to no liens, encumbrances, exceptions, or conditions other than those shown on the Nelms-Greb Title Commitment, whereupon the City shall waive title objections, if any, and accept such title without reduction in purchase value on account of title defects and shall be entitled to assert any rights for damages based on Nelms-Greb's representations, warranties, and obligations that are not waived by the City by its acceptance of Nelms-Greb's title.

c. **City's Default.** The City is in default under this Contract on the occurrence of any one or more of the following events:

- (i) Any of the City's warranties or representations contained in this Contract are untrue on the Closing Date; or
- (ii) the City fails to meet, comply with, or perform any covenant, agreement, condition precedent or obligation on the City's part required within the time limits and in the manner required in this Contract; or
- (iii) the City fails to deliver at Closing the items specified above for any reason other than a default of Nelms-Greb or termination of this Contract by Nelms-Greb pursuant to the terms hereof prior to Closing.

d. **Nelms-Greb's Remedy.** If the City is in default under this Contract, Nelms-Greb as Nelms-Greb's remedies for the default, may, at Nelms-Greb's sole option, do any of the following:

- (i) Terminate this Contract by written notice delivered to the City in which the parties hereto shall have no further obligation one to the other; or
- (ii) Enforce specific performance of this Contract against the City, requiring the City to convey the City Property to Nelms-Greb subject to no liens, encumbrances, exceptions, or conditions other than those shown on the City Title Commitment, whereupon Nelms-Greb shall waive title objections, if any, and accept such title without reduction in purchase value on account of title defects and shall be entitled to assert any rights for damages based on the City's representations,

warranties, and obligations that are not waived by the City by its acceptance of the City's title.

## **F. MISCELLANEOUS**

a. Assignment of Agreement. This agreement may not be assigned without the written consent of the other party.

b. Survival of Covenants. Any of the representations, warranties, covenants, and agreements of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the closing of the transactions contemplated hereby shall survive the closing and shall not be merged therein.

c. Sole Agreement. This agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

d. Notice. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Nelms-Greb or City, as the case may be, at the address set forth below or when sent via fax to the fax number set forth below.

To Nelms-Greb:

Richard Greb & Nancy Greb  
801 Cresthill Lane  
Davey, Nebraska 68336

Kevin Nelms  
2100 S. Mayhill Road  
Denton, Texas 76208

To City:

Paul Williamson, Real Estate Manager  
City of Denton  
901-A Texas Street  
Denton, Texas 76209  
Fax No. 940.349.8951

Trey Lansford, Deputy City Attorney  
City of Denton  
215 E. McKinney  
Denton, Texas 76201  
Fax No. 940.382.7923

e. Texas Law to Apply. This Agreement is being executed and delivered and is intended to be performed in the State of Texas. The laws of Texas governing the validity, construction, enforcement, and interpretation of this Contract shall apply. THIS CONTRACT IS PERFORMABLE IN, AND THE EXCLUSIVE VENUE FOR ANY ACTION BROUGHT WITH RESPECT HERETO SHALL LIE IN, DENTON COUNTY, TEXAS.

f. Parties Bound. This agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this agreement.

g. Legal Construction. In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, said invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

h. Time of Essence. Time is of the essence in this agreement.


i. Gender. Words of any gender used in this agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

j. Compliance. In accordance with the requirements of the Texas Real Estate License Act, each party advises the other that it should obtain a policy of title insurance or have the abstract covering the property examined by an attorney of its own selection.

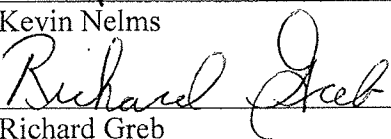
k. Effective Date. The term "Effective Date" means the latter of the dates on which this agreement is signed by either Nelms-Greb or the City, as indicated by their signature below. If the last party to execute this agreement fails to complete the date of execution below that party's signature, the date the Title Company acknowledges receipt of a copy of this fully executed contract is the Effective Date.

l. Contract as Offer. The execution of this Contract by Nelms-Greb constitutes an offer to exchange the Properties contemplated above. Unless within sixty (60) days after the date of execution of this Agreement by Nelms-Greb, this Agreement is accepted by the City by signing the offer and delivering a fully executed copy to Nelms-Greb, the offer of this Agreement will be deemed automatically withdrawn.

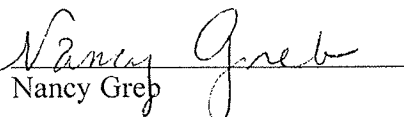
IN WITNESS WHEREOF, the parties have executed this agreement as follows:

  
\_\_\_\_\_  
Kevin Nelms

Date: 02-27-2017

  
\_\_\_\_\_  
Richard Greb

Date: 02/25/2017

  
\_\_\_\_\_  
Nancy Greb

Date: 2-25-2017

CITY OF DENTON, TEXAS

BY: \_\_\_\_\_  
Todd Hileman, City Manager

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

ATTEST:  
JENNIFER WALTERS, CITY SECRETARY

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

APPROVED AS TO LEGAL FORM:  
AARON LEAL, INTERIM CITY ATTORNEY

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

TITLE COMPANY ACCEPTANCE AND ACKNOWLEDGEMENT

By its execution below, the Title Company acknowledges receipt of the fully executed Agreement on \_\_\_ day of \_\_\_\_\_, 2017. Title Company agrees to comply with, and be bound by, the terms and provisions of this Contract to perform its duties pursuant to the provisions of this Contract 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.

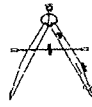
TITLE COMPANY:

Name: Title Resources  
Address: 525 S. Loop 288, Suite 125  
Denton, Texas 76205  
Telephone: 940-381-1006

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

EXHIBIT "A" ATTACHMENT TO THE EXCHANGE AGREEMENT

(Nelms-Greb Tract)



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

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

**EXHIBIT "A"**

**3.457 Acres**

**City of Denton, Denton County, Texas**

**BEING** all that certain lot, tract or parcel of land situated in the David Hough Survey, Abstract Number 646, City of Denton, Denton County, Texas, and being part of Tract II as described by deed to Kevin Nelms, Recorded in Volume 3432, Page 911, Deed Records, Denton County, Texas (D.R.D.C.T.), and being more particularly described as follows:

**BEGINNING** at a 1/2 inch iron rod with yellow cap stamped "Arthur Surveying Company" (ASC) set for corner being in the north line of said Nelms tract and being the northwest corner of a tract of land described by deed to the City of Denton, recorded under Instrument Number 2014-26435, Official Public Records, Denton County, Texas (O.P.R.D.C.T.), same point being in the south line of a tract of land described by deed to Mason A. Haggard and wife, Wilma Haggard, recorded in Volume 337, Page 430, D.R.D.C.T.;

**THENCE** South 02 degrees 52 minutes 33 seconds West, with the west line of said City of Denton tract, a distance of 324.81 feet to a 1/2 inch iron rod with yellow cap stamped "ASC" set for corner being an ell corner of said City of Denton tract;

**THENCE** South 87 degrees 51 minutes 47 seconds West, with the north line of a Tract I, described by deed to Kevin Nelms, recorded in Volume 3432, Page 911, D.R.D.C.T., a distance of 455.41 feet to a 1/2 inch iron rod with yellow cap stamped "ASC" set for corner being in the south line of said Haggard tract and the north line of said Nelms Tract I;

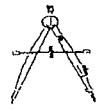
**THENCE** North 01 degrees 32 minutes 41 seconds East, a distance of 333.01 feet to a 1/2 inch iron rod with yellow cap stamped "ASC" set for corner being the northwest corner of said Nelms Tract II;

**THENCE** North 88 degrees 56 minutes 53 seconds East, a distance of 462.49 feet to the **POINT OF BEGINNING** and containing 3.457 acres of land, more or less.

*Douglas L. Arthur*  
9.13.16

EXHIBIT "B" ATTACHMENT TO THE EXCHANGE AGREEMENT

(City Tract)



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

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

**4.936 Acres**  
**City of Denton, Denton County, Texas**

**BEING** all that certain lot, tract or parcel of land situated in the David Hough Survey, Abstract Number 646, City of Denton, Denton County, Texas, and being part of that certain tract of land described by deed to the City of Denton, recorded under Instrument Number 2014-26435, Official Public Records, Denton County, Texas (O.P.R.D.C.T.), and being part of that certain tract of land known as the Eastern Remainder Tract in deed to the City of Denton, recorded under Instrument Number 2014-26436, O.P.R.D.C.T., and being more particularly described as follows:

**COMMENCING** at a "PK" nail set in Mayhill Road for the most easterly southeast corner of said City of Denton tract (2014-26435) and the northeast corner of a right-of-way dedication as shown on Providence Place II, an addition to the City of Denton, Denton County, Texas, according to the plat thereof recorded in Cabinet X, Page 905, Plat Records, Denton County, Texas;

**THENCE** South 88 degrees 01 minutes 21 seconds West, with the south line of said City of Denton tract (2014-26435) and the north line of said right-of-way dedication, a distance of 28.98 feet to a 1/2 inch iron rod with yellow cap stamped "Arthur Surveying Company" (ASC) set for the beginning of a non-tangent curve to the left, having a radius of 355.00 feet;

**THENCE** with said curve to the left, through a central angle of 27 degrees 05 minutes 13 seconds, whose chord bears North 16 degrees 37 minutes 15 seconds West at 166.27 feet, having an arc length of 167.83 feet to a 1/2 inch iron rod with yellow cap stamped "ASC" set for the **POINT OF BEGINNING**;

**THENCE** continuing with said curve to the left, through a central angle of 17 degrees 15 minutes 16 seconds, whose chord bears North 38 degrees 47 minutes 29 seconds West at 106.50 feet, having an arc length of 106.91 feet to a point for corner;

**THENCE** North 57 degrees 27 minutes 27 seconds West, a distance of 197.21 feet to a point for corner;

**THENCE** South 37 degrees 43 minutes 36 seconds West, a distance of 307.97 feet to the beginning of a curve to the left, having a radius of 905.00 feet;

**THENCE** with said curve to the left, through a central angle of 09 degrees 21 minutes 40 seconds, whose chord bears South 33 degrees 02 minutes 46 seconds West at 147.70 feet, having an arc length of 147.86 feet to a southerly corner of said City of Denton Tract (2014-26435) being in the north line of said Providence Place II;

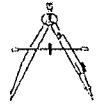
**THENCE** South 88 degrees 01 minutes 21 seconds West, with the north line of said Providence Place II, a distance of 286.96 feet to a point for corner;

**THENCE** North 01 degrees 58 minutes 58 seconds West, a distance of 8.87 feet to the beginning of a non-tangent curve to the left, having a radius of 125.00 feet;

(continued)

EXHIBIT "B" ATTACHMENT TO THE EXCHANGE AGREEMENT

(City Tract)



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

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

THENCE with said curve to the left, through a central angle of 43 degrees 33 minutes 22 seconds, whose chord bears North 66 degrees 14 minutes 21 seconds East at 92.75 feet, having an arc length of 95.02 feet to the beginning of a non-tangent curve to the right, having a radius of 1106.00 feet;

THENCE with said curve to the right, through a central angle of 13 degrees 34 minutes 20 seconds, whose chord bears North 30 degrees 56 minutes 26 seconds East at 261.38 feet, having an arc length of 261.99 feet to a point for corner;

THENCE North 37 degrees 43 minutes 36 seconds East, a distance of 160.39 feet to the beginning of a non-tangent curve to the left, having a radius of 109.42 feet;

THENCE with said curve to the left, through a central angle of 38 degrees 56 minutes 51 seconds, whose chord bears North 18 degrees 15 minutes 10 seconds East at 72.96 feet, having an arc length of 74.38 feet to the beginning of a curve to the right, having a radius of 129.21 feet;

THENCE with said curve to the right, through a central angle of 38 degrees 33 minutes 48 seconds, whose chord bears North 18 degrees 26 minutes 43 seconds East at 85.33 feet, having an arc length of 86.97 feet to the beginning of a curve to the left, having a radius of 10.00 feet;

THENCE with said curve to the left, through a central angle of 90 degrees 05 minutes 58 seconds, whose chord bears North 07 degrees 19 minutes 26 seconds West at 14.15 feet, having an arc length of 15.73 feet to point for corner;

THENCE North 52 degrees 22 minutes 26 seconds West, a distance of 20.00 feet to a point for corner;

THENCE North 37 degrees 37 minutes 34 seconds East, a distance of 70.00 feet to a point for corner;

THENCE South 52 degrees 22 minutes 26 seconds East, a distance of 20.00 feet to the beginning of a curve to the left, having a radius of 10.00 feet;

THENCE with said curve to the left, through a central angle of 89 degrees 53 minutes 58 seconds, whose chord bears North 82 degrees 40 minutes 35 seconds East at 14.13 feet, having an arc length of 15.69 feet to a point for corner;

THENCE North 37 degrees 43 minutes 36 seconds East, a distance of 20.00 feet to a point for corner;

THENCE South 52 degrees 16 minutes 24 seconds East, a distance of 77.91 feet to the beginning of a non-tangent curve to the left, having a radius of 920.00 feet;

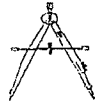
THENCE with said curve to the left, through a central angle of 32 degrees 32 minutes 30 seconds, whose chord bears North 19 degrees 08 minutes 48 seconds East at 515.53 feet, having an arc length of 522.52 feet to a point for corner;

THENCE South 02 degrees 52 minutes 33 seconds West, a distance of 214.72 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 800.00 feet;

(continued)

EXHIBIT "B" ATTACHMENT TO THE EXCHANGE AGREEMENT

(City Tract)



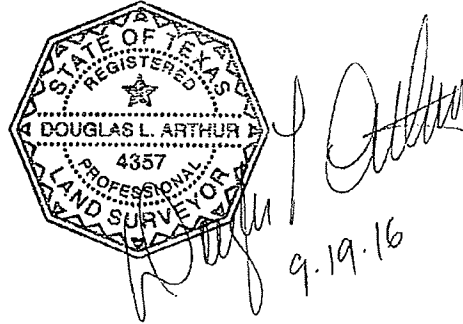
Arthur Surveying Co., Inc.  
*Professional Land Surveyors*

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

**THENCE** with said curve to the left, through a central angle of 18 degrees 08 minutes 35 seconds, whose chord bears South 06 degrees 11 minutes 44 seconds East at 252.27 feet, having an arc length of 253.33 feet to a 1/2 inch iron rod with yellow cap stamped "ASC" set for corner;

**THENCE** South 15 degrees 16 minutes 02 seconds East, a distance of 411.47 feet to a 1/2 inch iron rod with yellow cap stamped "ASC" set for corner;

**THENCE** South 02 degrees 12 minutes 08 seconds West, a distance of 23.57 feet to the **POINT OF BEGINNING** and containing 4.936 acres of land, more or less.



**EXHIBIT "C" ATTACHMENT TO THE EXCHANGE AGREEMENT**

**SPECIAL WARRANTY DEED**

**STATE OF TEXAS       §  
                                  §  
COUNTY OF DENTON   §**


**KNOW ALL MEN BY THESE PRESENTS:**

**THAT** Kevin Nelms and Richard Greb and wife, Nancy Greb, hereinafter called "Grantors," for and in consideration of the sum of **TEN DOLLARS (\$10.00)** and other good and valuable consideration to Grantors in hand paid by the **CITY OF DENTON, TEXAS**, a Texas home rule municipal corporation, hereinafter called "Grantee," whose mailing address is 215 E. McKinney Street, Denton, Texas 76201, the receipt and sufficiency of which are hereby acknowledged and confessed, and for which no lien is retained, express or implied, do hereby **GRANT, BARGAIN, SELL and CONVEY** unto the Grantee all of that certain tract or parcel of land containing approximately 3.457 acres of land, situated in the City of Denton, Denton County, Texas, as more particularly described in Exhibit "A" and as illustrated in Exhibit "B", both of which are attached hereto and made a part hereof for all purposes, together with all improvements situated thereon and all singularly the rights and appurtenances thereto and any and all right, title and interest of Grantors in and to any adjacent streets, alleys or rights-of-way, less and except and expressly excluding, the mineral estate pertaining thereto (including all oil, gas, hydrocarbon substances and other minerals, and all rights privileges and appurtenances, pertaining to the mineral estate, and all proceeds and royalties payable from production thereof), which mineral estate was previously severed pursuant to a prior recorded instrument or instruments, hereinafter collectively called the "Property." Grantor, their devisees, heirs, 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 mineral estate 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 wells or drill sites, well bores, whether vertical or horizontal, 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 mineral estate or the exploration or production of same. Nothing herein shall be construed to prohibit the production and/or pooling of the reserved mineral estate with other lands, so long as all surface operations are located entirely on lands other than the Property.

**TO HAVE AND TO HOLD** the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto said Grantee, its successors and assigns, forever. Grantors do hereby bind Grantors and Grantor's heirs, successors, executors and assigns, to warrant and forever defend, all and singular the Property unto the 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 Grantors, but not otherwise.

**SIGNED** this 25<sup>th</sup> day of February, 2017.

  
\_\_\_\_\_  
Kevin Nelms

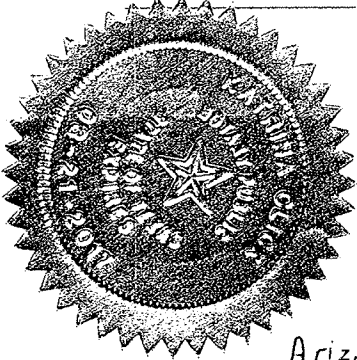
  
\_\_\_\_\_  
Richard Greb

  
\_\_\_\_\_  
Nancy Greb

ACKNOWLEDGMENT

STATE OF TEXAS §  
§  
COUNTY OF DENTON §

This instrument was acknowledged before me this 27th day of February, 2017, by Kevin Nelms.



Katrina Click  
Notary Public, State of Texas  
Print Name: Katrina Click  
My commission expires 3/21/2017

ACKNOWLEDGMENT

Arizona  
STATE OF ~~TEXAS~~ §  
Maricopa §  
COUNTY OF ~~DENTON~~ §

This instrument was acknowledged before me this 25th day of February, 2017, by Richard Greb.



Ashley Sanders  
Notary Public, State of Arizona  
Print Name: Ashley Sanders  
My commission expires 2-4-20

ACKNOWLEDGMENT

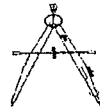
Arizona  
STATE OF ~~TEXAS~~ §  
Maricopa §  
COUNTY OF ~~DENTON~~ §

This instrument was acknowledged before me this 25th day of February, 2017, by Nancy Greb.



Ashley Sanders  
Notary Public, State of Arizona  
Print Name: Ashley Sanders  
My commission expires 2-4-20

EXHIBIT "A" TO SPECIAL WARRANTY DEED



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

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

**EXHIBIT "A"**  
**3.457 Acres**  
**City of Denton, Denton County, Texas**

**BEING** all that certain lot, tract or parcel of land situated in the David Hough Survey, Abstract Number 646, City of Denton, Denton County, Texas, and being part of Tract II as described by deed to Kevin Nelms, Recorded in Volume 3432, Page 911, Deed Records, Denton County, Texas (D.R.D.C.T.), and being more particularly described as follows:

**BEGINNING** at a 1/2 inch iron rod with yellow cap stamped "Arthur Surveying Company" (ASC) set for corner being in the north line of said Nelms tract and being the northwest corner of a tract of land described by deed to the City of Denton, recorded under Instrument Number 2014-26435, Official Public Records, Denton County, Texas (O.P.R.D.C.T.), same point being in the south line of a tract of land described by deed to Mason A. Haggard and wife, Wilma Haggard, recorded in Volume 337, Page 430, D.R.D.C.T.;

**THENCE** South 02 degrees 52 minutes 33 seconds West, with the west line of said City of Denton tract, a distance of 324.81 feet to a 1/2 inch iron rod with yellow cap stamped "ASC" set for corner being an ell corner of said City of Denton tract;

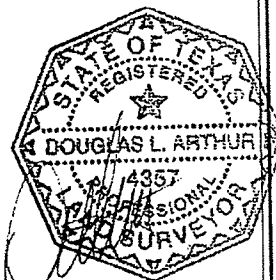
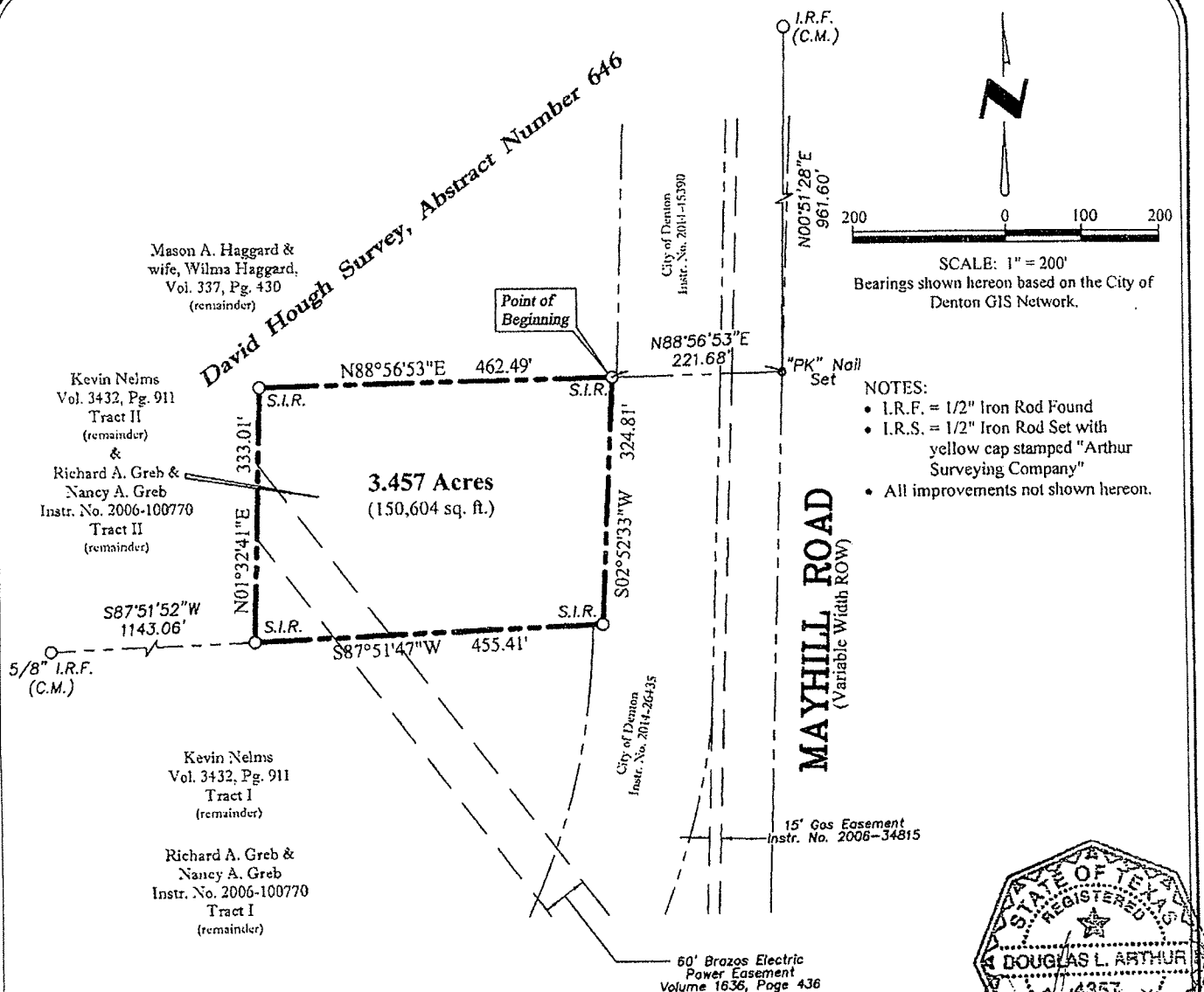
**THENCE** South 87 degrees 51 minutes 47 seconds West, with the north line of a Tract I, described by deed to Kevin Nelms, recorded in Volume 3432, Page 911, D.R.D.C.T., a distance of 455.41 feet to a 1/2 inch iron rod with yellow cap stamped "ASC" set for corner being in the south line of said Haggard tract and the north line of said Nelms Tract I;

**THENCE** North 01 degrees 32 minutes 41 seconds East, a distance of 333.01 feet to a 1/2 inch iron rod with yellow cap stamped "ASC" set for corner being the northwest corner of said Nelms Tract II;

**THENCE** North 88 degrees 56 minutes 53 seconds East, a distance of 462.49 feet to the **POINT OF BEGINNING** and containing 3.457 acres of land, more or less.

*Douglas L. Arthur*  
9.13.16

A diagram showing a horizontal line segment representing a survey line. Above the line, the bearing is given as  $N88^{\circ}56'53''E$  and the distance as 462.49'. A callout box labeled "Point of Beginning" points to the right end of the line segment. A dashed vertical line extends upwards from the right end of the line segment. A diagonal line labeled "David Hough Survey, Abstract Number 646" runs from the bottom left towards the top right, crossing the horizontal line segment.



9.13.16

3.457 Acres  
David Hough Survey,  
Abstract Number 646  
City of Denton  
Denton County, Texas



220 Elm St., # 200 - Lewisville, TX 75057  
Ph. 972.221.9439 - TFRN# 10063800  
arthursurveying.com      Established 1986

**EXHIBIT "D" ATTACHMENT TO THE EXCHANGE AGREEMENT**

**THE CITY DEED**

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

**SPECIAL WARRANTY DEED**

**STATE OF TEXAS           §  
                                     §  
COUNTY OF DENTON    §**

**KNOW ALL MEN BY THESE PRESENTS:**

That the City of Denton, Texas, a Texas home rule municipal corporation, in of the County of Denton, State of Texas (the "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 Kevin Nelms, whose mailing address is 2100 S. Mayhill Road, Denton, Texas 76208, and Richard Greb and wife, Nancy Greb, whose mailing address is 801 Cresthill Lane, Davey, Nebraska 68336 (herein collectively called "Grantee"), 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, less and except and expressly excluding, however, the mineral estate pertaining thereto (including all oil, gas hydrocarbon substances and other minerals, and all rights, privileges, and appurtenances pertaining to the mineral estate, and all

proceeds and royalties payable from production thereof), which mineral estate was previously severed pursuant to a prior recorded instrument or instruments (collectively, the "Property").

Exceptions to conveyance and warranty:

*[PERMITTED EXEPTIONS, IF ANY, TO BE INSERTED HERE]*

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 said Grantee, its successors and assigns, forever. Grantors do hereby bind Grantors and Grantor's heirs, successors, executors and assigns, to warrant and forever defend, all and singular the Property unto the 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 Grantors, but not otherwise.

EXECUTED the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

CITY OF DENTON, TEXAS

By: \_\_\_\_\_  
Todd Hileman  
City Manager

ACKNOWLEDGMENT

THE STATE OF TEXAS     §  
COUNTY OF DENTON     §

This instrument was acknowledged before me on \_\_\_\_\_, 2017 by  
Todd Hileman, City Manager, City of Denton.

\_\_\_\_\_  
Notary Public, in and for the State of Texas.  
My Commission Expires: \_\_\_\_\_

ATTEST:

JENNIFER WALTERS, CITY SECRETARY

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

APPROVED AS TO LEGAL FORM:

AARON LEAL, INTERIM CITY ATTORNEY

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

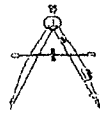
Upon Filing Return To:

Kevin Nelms

2100 S. Mayhill Road

Denton, Texas

EXHIBIT "A" TO THE SPECIAL WARRANTY DEED



Arthur Surveying Co., Inc.

*Professional Land Surveyors*

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

**EXHIBIT "A"**

**4.936 Acres**

**City of Denton, Denton County, Texas**

**BEING** all that certain lot, tract or parcel of land situated in the David Hough Survey, Abstract Number 646, City of Denton, Denton County, Texas, and being part of that certain tract of land described by deed to the City of Denton, recorded under Instrument Number 2014-26435, Official Public Records, Denton County, Texas (O.P.R.D.C.T.), and being part of that certain tract of land known as the Eastern Remainder Tract in deed to the City of Denton, recorded under Instrument Number 2014-26436, O.P.R.D.C.T., and being more particularly described as follows:

**COMMENCING** at a "PK" nail set in Mayhill Road for the most easterly southeast corner of said City of Denton tract (2014-26435) and the northeast corner of a right-of-way dedication as shown on Providence Place II, an addition to the City of Denton, Denton County, Texas, according to the plat thereof recorded in Cabinet X, Page 905, Plat Records, Denton County, Texas;

**THENCE** South 88 degrees 01 minutes 21 seconds West, with the south line of said City of Denton tract (2014-26435) and the north line of said right-of-way dedication, a distance of 28.98 feet to a 1/2 inch iron rod with yellow cap stamped "Arthur Surveying Company" (ASC) set for the beginning of a non-tangent curve to the left, having a radius of 355.00 feet;

**THENCE** with said curve to the left, through a central angle of 27 degrees 05 minutes 13 seconds, whose chord bears North 16 degrees 37 minutes 15 seconds West at 166.27 feet, having an arc length of 167.83 feet to a 1/2 inch iron rod with yellow cap stamped "ASC" set for the **POINT OF BEGINNING**;

**THENCE** continuing with said curve to the left, through a central angle of 17 degrees 15 minutes 16 seconds, whose chord bears North 38 degrees 47 minutes 29 seconds West at 106.50 feet, having an arc length of 106.91 feet to a point for corner;

**THENCE** North 57 degrees 27 minutes 27 seconds West, a distance of 197.21 feet to a point for corner;

**THENCE** South 37 degrees 43 minutes 36 seconds West, a distance of 307.97 feet to the beginning of a curve to the left, having a radius of 905.00 feet;

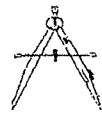
**THENCE** with said curve to the left, through a central angle of 09 degrees 21 minutes 40 seconds, whose chord bears South 33 degrees 02 minutes 46 seconds West at 147.70 feet, having an arc length of 147.86 feet to a southerly corner of said City of Denton Tract (2014-26435) being in the north line of said Providence Place II;

**THENCE** South 88 degrees 01 minutes 21 seconds West, with the north line of said Providence Place II, a distance of 286.96 feet to a point for corner;

**THENCE** North 01 degrees 58 minutes 58 seconds West, a distance of 8.87 feet to the beginning of a non-tangent curve to the left, having a radius of 125.00 feet;

(continued)

## EXHIBIT "A" TO THE SPECIAL WARRANTY DEED



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

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

**THENCE** with said curve to the left, through a central angle of 43 degrees 33 minutes 22 seconds, whose chord bears North 66 degrees 14 minutes 21 seconds East at 92.75 feet, having an arc length of 95.02 feet to the beginning of a non-tangent curve to the right, having a radius of 1106.00 feet;

**THENCE** with said curve to the right, through a central angle of 13 degrees 34 minutes 20 seconds, whose chord bears North 30 degrees 56 minutes 26 seconds East at 261.38 feet, having an arc length of 261.99 feet to a point for corner;

**THENCE** North 37 degrees 43 minutes 36 seconds East, a distance of 160.39 feet to the beginning of a non-tangent curve to the left, having a radius of 109.42 feet;

**THENCE** with said curve to the left, through a central angle of 38 degrees 56 minutes 51 seconds, whose chord bears North 18 degrees 15 minutes 10 seconds East at 72.96 feet, having an arc length of 74.38 feet to the beginning of a curve to the right, having a radius of 129.21 feet;

**THENCE** with said curve to the right, through a central angle of 38 degrees 33 minutes 48 seconds, whose chord bears North 18 degrees 26 minutes 43 seconds East at 85.33 feet, having an arc length of 86.97 feet to the beginning of a curve to the left, having a radius of 10.00 feet;

**THENCE** with said curve to the left, through a central angle of 90 degrees 05 minutes 58 seconds, whose chord bears North 07 degrees 19 minutes 26 seconds West at 14.15 feet, having an arc length of 15.73 feet to point for corner;

**THENCE** North 52 degrees 22 minutes 26 seconds West, a distance of 20.00 feet to a point for corner;

**THENCE** North 37 degrees 37 minutes 34 seconds East, a distance of 70.00 feet to a point for corner;

**THENCE** South 52 degrees 22 minutes 26 seconds East, a distance of 20.00 feet to the beginning of a curve to the left, having a radius of 10.00 feet;

**THENCE** with said curve to the left, through a central angle of 89 degrees 53 minutes 58 seconds, whose chord bears North 82 degrees 40 minutes 35 seconds East at 14.13 feet, having an arc length of 15.69 feet to a point for corner;

**THENCE** North 37 degrees 43 minutes 36 seconds East, a distance of 20.00 feet to a point for corner;

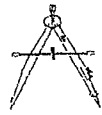
**THENCE** South 52 degrees 16 minutes 24 seconds East, a distance of 77.91 feet to the beginning of a non-tangent curve to the left, having a radius of 920.00 feet;

**THENCE** with said curve to the left, through a central angle of 32 degrees 32 minutes 30 seconds, whose chord bears North 19 degrees 08 minutes 48 seconds East at 515.53 feet, having an arc length of 522.52 feet to a point for corner;

**THENCE** South 02 degrees 52 minutes 33 seconds West, a distance of 214.72 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 800.00 feet;

(continued)

EXHIBIT "A" TO THE SPECIAL WARRANTY DEED



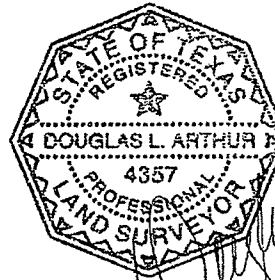
Arthur Surveying Co., Inc.  
*Professional Land Surveyors*

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

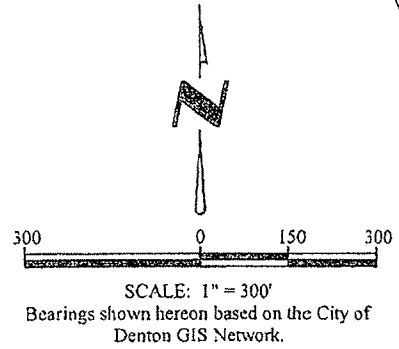
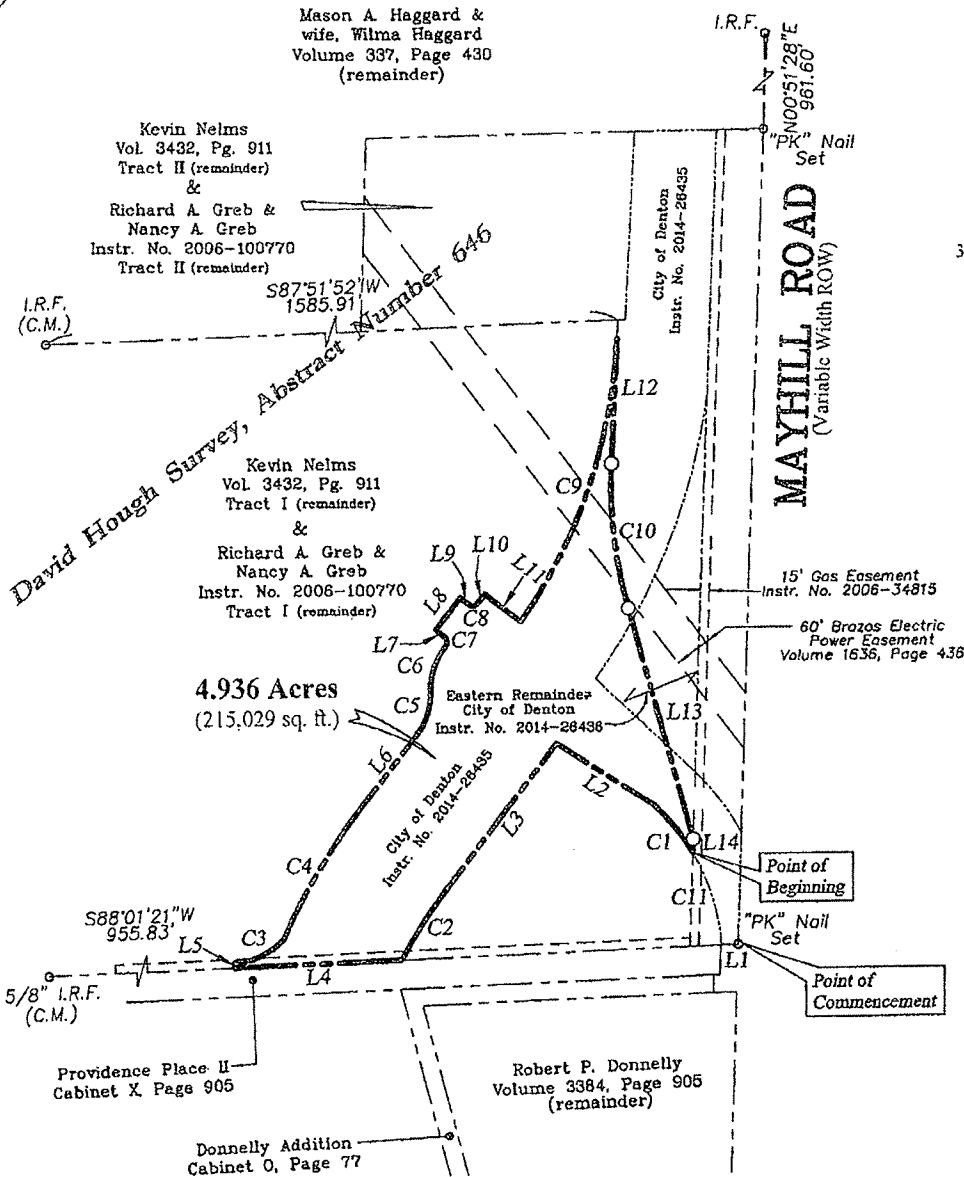
**THENCE** with said curve to the left, through a central angle of 18 degrees 08 minutes 35 seconds, whose chord bears South 06 degrees 11 minutes 44 seconds East at 252.27 feet, having an arc length of 253.33 feet to a 1/2 inch iron rod with yellow cap stamped "ASC" set for corner;

**THENCE** South 15 degrees 16 minutes 02 seconds East, a distance of 411.47 feet to a 1/2 inch iron rod with yellow cap stamped "ASC" set for corner;

**THENCE** South 02 degrees 12 minutes 08 seconds West, a distance of 23.57 feet to the **POINT OF BEGINNING** and containing 4.936 acres of land, more or less.

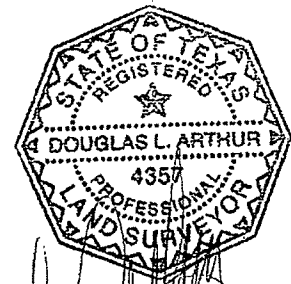


# EXHIBIT "B" TO THE SPECIAL WARRANTY DEED



## NOTES:

- O = I.R.S.
- 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.



*Raymond L. Arthur*  
9.19.16

## EXHIBIT "B"

4.936 Acres  
David Hough Survey,  
Abstract Number 646

City of Denton  
Denton County, Texas

-- 2016 --

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

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

Page 1 of 2

# EXHIBIT "B" TO THE SPECIAL WARRANTY DEED

LINE TABLE

L1	S88°01'21"W	28.98'
L2	N57°27'27"W	197.21'
L3	S37°43'36"W	307.97'
L4	S88°01'21"W	286.96'
L5	N01°58'58"W	8.87'
L6	N37°43'36"E	160.39'
L7	N52°22'26"W	20.00'
L8	N37°37'34"E	70.00'
L9	S52°22'26"E	20.00'
L10	N37°43'36"E	20.00'
L11	S52°16'24"E	77.91'
L12	S02°52'33"W	214.72'
L13	S15°16'02"E	411.47'
L14	S02°12'08"E	23.57'

CURVE TABLE

#	Radius	Length	Delta	Chord
C1	355.00'	106.91'	17°15'16"	N38°47'29"W 106.50'
C2	905.00'	147.86'	09°21'40"	S33°02'46"W 147.70'
C3	125.00'	95.02'	43°33'22"	N66°14'21"E 92.75'
C4	1106.00'	261.99'	13°34'20"	N30°56'26"E 261.38'
C5	109.42'	74.38'	38°56'51"	N18°15'10"E 72.96'
C6	129.21'	86.97'	38°33'48"	N18°26'43"E 85.33'
C7	10.00'	15.73'	90°05'58"	N07°19'26"W 14.15'
C8	10.00'	15.69'	89°53'58"	N82°40'35"E 14.13'
C9	920.00'	522.52'	32°32'30"	N19°08'48"E 515.53'
C10	800.00'	253.33'	18°08'35"	S06°11'44"E 252.27'

## EXHIBIT "B"

4.936 Acres  
David Hough Survey,  
Abstract Number 646

City of Denton  
Denton County, Texas

-- 2016 --

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

P.O. Box 54 - Lewisville, Texas 75067  
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Established 1986

Page 2 of 2