

## ORDINANCE NO. 2018 - \_\_\_\_\_

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION ("CITY") APPROVING A REAL ESTATE EXCHANGE AND ABANDONMENT AGREEMENT ("AGREEMENT") BETWEEN THE CITY OF DENTON AND MARSAM ENTERPRISES, INC., A TEXAS CORPORATION ("MARSAM"), FOR THE CONVEYANCE TO MARSAM OF (I) A 0.098 ACRE FEE TRACT, WITH A DRAINAGE AND UTILITY EASEMENT RESERVED BY THE CITY THEREIN, AND (II) A 0.016 ACRE TRACT, WITH A DRAINAGE AND UTILITY EASEMENT RESERVED BY THE CITY THEREIN; THE ABANDONMENT AND RELEASE BY THE CITY OF (I) A 0.063 ACRE DRAINAGE EASEMENT, AND (II) A 285 SQUARE FEET DRAINAGE EASEMENT, AND THE PAYMENT BY THE CITY TO MARSAM OF \$5,000.00, ALL IN EXCHANGE FOR THE CONVEYANCE TO THE CITY OF (I) A 0.031 ACRE FEE TRACT, AND (II) A 0.047 ACRE DRAINAGE EASEMENT, ALL CITED TRACTS SITUATED IN THE W. LOVING SURVEY, ABSTRACT NO. 759, CITY OF DENTON, DENTON COUNTY, TEXAS, GENERALLY LOCATED AT THE NORTHEAST CORNER OF MYRTLE STREET AND EAGLE DRIVE; AUTHORIZING THE CITY MANAGER IN ACCORDANCE WITH LOCAL GOVERNMENT CODE 272.001(B)(3) TO EXECUTE THE AGREEMENT; AUTHORIZING THE EXPENDITURE OF FUNDS THEREFORE; AND PROVIDING AND EFFECTIVE DATE. (EAGLE DRIVE DRAINAGE PROJECT – PHASE II – MARSAM TRACT (BRISCOE TIRE))

WHEREAS, the City of Denton is presently undertaking the Eagle Drive Drainage - Phase II public works improvement project, consisting of the upsizing and relocation of a segment of a drainage tributary to provide for underground storm water drainage improvements in the southern limits of Downtown Denton, Eagle Drive and Myrtle Street area (the "Project"); and

WHEREAS, the City requires necessary land rights out of the Marsam property tract in order to construct, operate, and maintain underground storm water drainage improvements upon, over, and across an alternative drainage system alignment, further encumbering the Marsam property tract (the "Alternative Alignment"); and

WHEREAS, the City has existing drainage easement rights encumbering the Marsam property tract as (i) a 0.063 acre tract, being a portion of a drainage easement dedicated and depicted upon Lot 1A, Block 2, per the replat of the Sanger Bros. Addition, an addition to the City of Denton, recorded in Cabinet E, Page 166 of the Plat Records of Denton County, Texas, and (ii) a 285 square foot tract evidenced by the conveyance of a drainage easement from J. H. Briscoe to the City of Denton, recorded in Volume 821, Page 326 of the Deed Records of Denton County, Texas (the "Abandonment Tracts"); and

WHEREAS, by the nature of the design of the planned underground storm water drainage system improvements required by the Project across the Marsam property tract for the Alternative Alignment, the drainage easements encumbering the Abandonment Tracts will no longer be necessary, post-Project construction, as the storm water drainage flows will be redirected to the planned improvements; and

WHEREAS, the City and Marsam agree that the interests of the parties are served by mutual agreement to the terms set forth in the "Agreement," attached hereto as Exhibit "A" and made a part hereof for all purposes; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The City Manager, or his designee, is authorized to (i) execute on behalf of the City the Agreement, between the City and Marsam, in the form attached hereto and made a part of this ordinance as Exhibit "A," and any other documents related to closing the transactions contemplated by the Agreement, including without limitation, the Release of the Abandonment Tracts; 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. Notwithstanding anything to the contrary contained in this ordinance, the City of Denton retains and reserves any and all easements, rights of way, and any other rights or interests, other than easements which will be released, abandoned, vacated in the ordinance above, whether acquired, obtained, owned, or claimed by the City of Denton or public, by, through or under conveyance, dedication by plat or other express dedication, implied dedication, prescription, or by any other manner or means, in or to lands in which the Drainage Easements cited for abandonment and release in the caption above may cover, encumber, include, cross, or overlap.

SECTION 5. This ordinance shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_ 2018.

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

ATTEST:  
JENNIFER WALTERS, CITY SECRETARY

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

APPROVED AS TO LEGAL FORM:  
AARON LEAL, CITY ATTORNEY

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

**REAL ESTATE EXCHANGE AND ABANDONMENT AGREEMENT**

This Exchange and Abandonment Agreement (the "AGREEMENT") is dated \_\_\_\_\_, 2018 between Marsam Enterprises, Inc., a Texas corporation ("OWNER"), and the City of Denton, Texas ("CITY"), a Texas Home-Rule Municipality. WITNESSETH:

WHEREAS, Marsam Enterprises, Inc., is the owner of a tract of real property described in a Warranty Deed to Marsam Enterprises, Inc., recorded under Document #2013-72384, on June 13, 2013 in the Real Property Records of Denton County, Texas ("PROPERTY"), being affected by the public improvement project called the EAGLE DRIVE DRAINAGE PHASE II ("PROJECT");

WHEREAS, CITY is in need of: (i) a certain 0.047 acre drainage easement for storm water conveyance purposes ("DE-1"), in, along, over, upon, under, and across a portion of the PROPERTY related to the PROJECT and (ii) a certain 0.031 acre fee tract for street purposes ("ROW") (hereinafter DE-1 and ROW are collectively referred to as the "Conveyance Tracts");

WHEREAS, Marsam Enterprises, Inc. desires ownership of (I) a certain 0.098 acre tract of land being part of a 0.107 acre tract conveyed to the CITY by special warranty deed recorded under Document Number: 2016-62253, May 31, 2016, in the Real Property Records of Denton County, Texas, and (II) a certain 0.016 acre tract described in an affidavit recorded under Document Number: 2017-141687, November 16, 2017, in the Real Property Records of Denton County, Texas, both tracts hereinafter collectively referred to as the "807 Myrtle Property" and the City is amenable to granting the 807 Myrtle Property tracts, but with a reservation of drainage and utility easement therein, as partial consideration for the rights to the Conveyance Tracts as described above;

WHEREAS, the CITY is amenable, upon the terms, provisions and conditions set forth herein, to partially abandon the following existing easement as a component of the consideration to OWNER for the Conveyance Tracts, to-wit:

- a. A partial abandonment of that certain drainage easement, dedicated by plat on or about June 18, 1985, from Jack Briscoe, to the City of Denton, Texas, recorded on June 28, 1985 in Cabinet E, Page 166, Plat Records, Denton County, Texas, (the "Briscoe Easement"); specifically that portion of said Briscoe Easement tract described and depicted in Exhibit "A" and Exhibit "B" respectively and being attached hereto as Attachment "1" and made a part hereof ("Partial Abandonment Tract").

WHEREAS, the CITY is amenable, upon the terms, provisions and conditions set forth herein, to completely abandon the following easement as a component of the consideration to OWNER for the Conveyance Tracts, to-wit:



- a. That certain drainage easement, from J. H. Briscoe to the City of Denton, Texas, recorded on February 3, 1977 in Volume 821, Page 326, Deed Records, Denton County, Texas, (the "Abandonment Tract"); and

WHEREAS, both parties desire to stipulate and agree to the terms, conditions, conveyances, and abandonments associated with the installation of storm water improvements for the PROJECT, including (i) the conveyance by the OWNER of a drainage easement to the CITY; (ii) the conveyance by the OWNER of a fee simple tract to the CITY; (iii) the conveyance by the CITY of the 807 Myrtle Property tracts, reserving a drainage and utility easement therein, (iv) the partial abandonment by the CITY of the Partial Abandonment Tract; and (v) the abandonment by the CITY of the Abandonment Tract;

NOW, THEREFORE, the parties agree as follows:

1. At Closing, the OWNER shall grant, execute, and deliver to the CITY (i) an easement in, along, under, and across those tracts of land being described and depicted in attachments Exhibit "A" and Exhibit "B" respectively, attached to that certain Drainage Easement, being attached hereto as Attachment "2" and made part hereof; and (ii) a Special Warranty Deed to the tract of land being described and depicted in Exhibit "A" and Exhibit "B" respectively attached to that certain Special Warranty Deed, being attached hereto as Attachment "3" and made part hereof.
2. At Closing the CITY shall grant, execute, and deliver to the OWNER (i) a Special Warranty Deed to the tract of land being described and depicted in Exhibit "A" and Exhibit "B" respectively attached to that certain Special Warranty Deed, reserving a drainage and utility easement therein, being attached hereto as Attachment "4" and made a part hereof, and (ii) a Deed Without Warranty to the tract of land being described and depicted in Exhibit "A" and Exhibit "B" respectively attached to that certain Deed Without Warranty, reserving a drainage and utility easement therein, being attached hereto as Attachment "5" and made a part hereof.
3. As partial consideration for the conveyance by the OWNER of the Conveyance Tracts the CITY shall (i) execute and deliver to the OWNER, within the time period prescribed below, the Release (the "Release") of the Partial Abandonment Tract and the Abandonment Tract. The CITY, by and through the City Manager, or his designee, shall execute and deliver to OWNER the Release, upon the completion, and acceptance by the CITY, of the installation of the storm sewer improvements contemplated by the Project. OWNER stipulates and agrees that CITY is in need of the Partial Abandonment Tract and the Abandonment Tract until CITY completes the installation of the storm water system improvements contemplated by the Project. The Existing open Drainage structure (on the West side of the building) in the Partial Abandonment Tract shall be filled with material that shall be compacted and suitable for construction. In addition the open



Drainage structure (on the North side of the building) shall be filled in the same manner after the enclosed storm drain structures are installed in the City's Drainage Easement.

4. As partial consideration for the exchange of tracts and abandonments contemplated herein, the CITY shall pay OWNER the sum of Five Thousand and No/100 Dollars (\$5,000.<sup>00</sup>). OWNER has two (2) truck trailers for storage purposes (both 36' long enclosed box trailers) that presently exist across the Partial Abandonment Easement tract (the "Trailers"). As part of the terms of this AGREEMENT, OWNER shall remove from the Partial Abandonment Easement tract the Trailers on or before sixty (60) days after the Closing (the "Trailer Removal Period"). To secure the obligations of OWNER related to the timely removal of the Trailers (the "Removal of Trailers Work") from the Partial Abandonment Easement tract, the CITY shall retain the Five Thousand and No/100 Dollars (\$5,000.<sup>00</sup>) partial consideration payment, (the "Retained Amount"), at Closing. Upon -(i) the timely completion of the Removal of Trailers Work; and (ii) written notice to CITY that the contemplated the Removal of Trailers work has been completed, the Retained Amount shall be promptly disbursed to the OWNER. In the event that the OWNER defaults in its obligations to remove the Trailers from the Partial Abandonment Easement tract within the Trailer Removal Period, CITY shall be entitled to retain the Retained Amount and thereafter the two (2) Trailers within the Partial Abandonment Easement Lands shall be deemed abandoned by OWNER and the CITY and or CITY's contractor shall remove all trailers found within the Partial Abandonment Easement tract without liability of any kind to CITY and without any further payment of consideration to OWNER or any other party ("Trailers Abandonment"). If the Trailers Abandonment event occurs, then OWNER hereby grants the CITY and or CITY's contractor a Right-of-Entry upon OWNER's property tract to remove those Trailers situated partially inside and partially outside of the Partial Abandonment Easement tract, without liability of any kind to CITY and without any further payment of consideration to OWNER or any other party for the removal and disposal of the Trailers in their entirety.

5. The Closing (herein so called) shall occur in and through the office of Reunion Title, 2745 Wind River Lane, Denton, Texas, 76210 ("Title Company"), with said Title Company acting as escrow agent, on the date which is 30 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. The OWNER shall convey the Conveyance Tracts free and clear of all debts, liens, and encumbrances (the "Encumbrances"). The OWNER shall assist and support satisfaction of all closing requirements in relation to solicitation of release or subordination of liens and encumbrances and other curative efforts affecting the Easements, 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. The Retained Amount as referenced in Paragraph 4 above shall be paid by CITY outside of Closing, if applicable.

6. 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.

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

8. In the event a party shall default in the performance of any covenant or term provided herein, and such default shall be continuing after ten (10) days written notice delivered to:

OWNER:

Marsam Enterprises, Incorporated  
Attention: Dwayne Waters  
822 S. Elm St.  
Denton, TX 76205-7678  
Phone 940-382-1331

CITY:

City of Denton  
Paul Williamson  
Real Estate Division  
901-A Texas Street  
Denton, Texas 76209  
Telecopy: (940) 349-8951

CITY:

City of Denton  
Trey Lansford, Deputy City Attorney  
City Attorney's Office  
215 E. McKinney  
Denton, Texas 76201  
Telecopy: (940) 382-7923

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

9. Each party represents and warrants that it has taken all actions necessary to authorize the person executing this Agreement to bind it, in all respects, to all terms and provisions of this Agreement,



that such person possesses the authority to execute this Agreement and bind its party hereto, and that this Agreement is binding and enforceable upon it in accordance with the terms hereof.

10. 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.

CITY OF DENTON, TEXAS

By: \_\_\_\_\_  
TODD HILEMAN, CITY MANAGER

Date: \_\_\_\_\_, 2018

ATTEST:  
JENNIFER WALTERS, CITY SECRETARY

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

Date: \_\_\_\_\_, 2018

APPROVED AS TO LEGAL FORM:  
AARON LEAL, CITY ATTORNEY

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

Date: \_\_\_\_\_, 2018

OWNER:

Marsam Enterprises, Inc., a Texas corporation

By:  \_\_\_\_\_  
DWAYNE WATERS, PRESIDENT

Date: 12-29-17, 2017



# ATTACHMENT "1" to Agreement

## EXHIBIT "A"

### PARTIAL DRAINAGE EASEMENT ABANDONMENT

(Lot 1A, Block 2 – Sanger Brothers Addition)

**BEING** a 0.063 acre tract of land situated in the William Loving Survey, Abstract No. 759, City of Denton, Denton County, Texas, and being a part of Lot 1A, Block 2, per the Replat of the Sanger Brothers Addition, as recorded in Cabinet E, Page 166 of the Plat Records of Denton County, Texas, and being more particularly described as follows:

**COMMENCING** at a 5/8 inch iron rod with cap stamped "TNP" found for the Southwest corner of a called 0.107 acre tract of land described in a Deed to the City of Denton, Texas, as recorded in Document No. 2016-62253 of the Official Records of Denton County, Texas, and being in the East line of Myrtle Street, a variable width right-of-way, from which a 5/8 inch iron rod with cap stamped "TNP" found for the Northwest corner of said 0.107 acre tract bears North 00°00'00" East a distance of 50.00 feet;

**THENCE** South 88°57'22" East departing the East line of said Myrtle Street, and along the South line of said 0.107 acre tract, for a distance of 68.56 feet to a 5/8 inch iron rod with cap stamped "TNP" found for the most Southerly Southeast corner of said 0.107 acre tract, said point being in the West line of the above cited Lot 1A and the West line of an existing Drainage Easement as shown on said Replat of the Sanger Brothers Addition, said point also being the **POINT OF BEGINNING** for the herein described tract, from which the Northwest corner of said Lot 1A, bears North 00°53'33" West a distance of 29.61 feet;

**THENCE** South 88°57'22" East departing the most Southerly Southeast corner of said 0.107 acre tract and the West line of said Lot 1A, for a distance of 28.26 feet to a point for corner in the East line of said Drainage Easement;

**THENCE** in a Southwesterly direction, along the East line of said Drainage Easement, and along a non-tangent curve to the left having a central angle of 27°23'02", a radius of 24.01 feet, a chord bearing of South 15°06'25" West, a chord distance of 11.37 feet and an arc length of 11.48 feet to a point for corner;

**THENCE** South 01°25'08" West continuing along the East line of said Drainage Easement, for a distance of 80.20 feet to a point for corner;

**THENCE** North 88°34'52" West continuing along the East line of said Drainage Easement, for a distance of 2.68 feet to a point for corner;

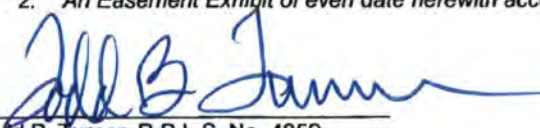
**THENCE** South 01°25'08" West continuing along the East line of said Drainage Easement, for a distance of 29.99 feet to a point for corner in the North line of Eagle Drive, a variable width right-of-way, and the South line of said Lot 1A;

**THENCE** North 89°25'16" West along the North line of said Eagle Drive and the South line of said Lot 1A, for a distance of 18.00 feet to a point for the Southwest corner of said Lot 1A;

**THENCE** North 00°53'33" West departing the North line of said Eagle Drive, and along the West line of said Lot 1A and said Drainage Easement, for a distance of 121.41 feet to the **POINT OF BEGINNING**, and containing 0.063 acres of land, more or less.

#### NOTES:

1. Bearings are referenced to Grid North of the Texas Coordinate System of 1983, North Central Zone No. 4202.
2. An Easement Exhibit of even date herewith accompanies this Legal Description. See Page 2.

  
Todd B. Turner, R.P.L.S. No. 4859  
Teague Nall & Perkins  
1517 Centre Place Drive, Suite 320  
Denton, Texas 76205  
940-383-4177  
Date: March 15, 2017





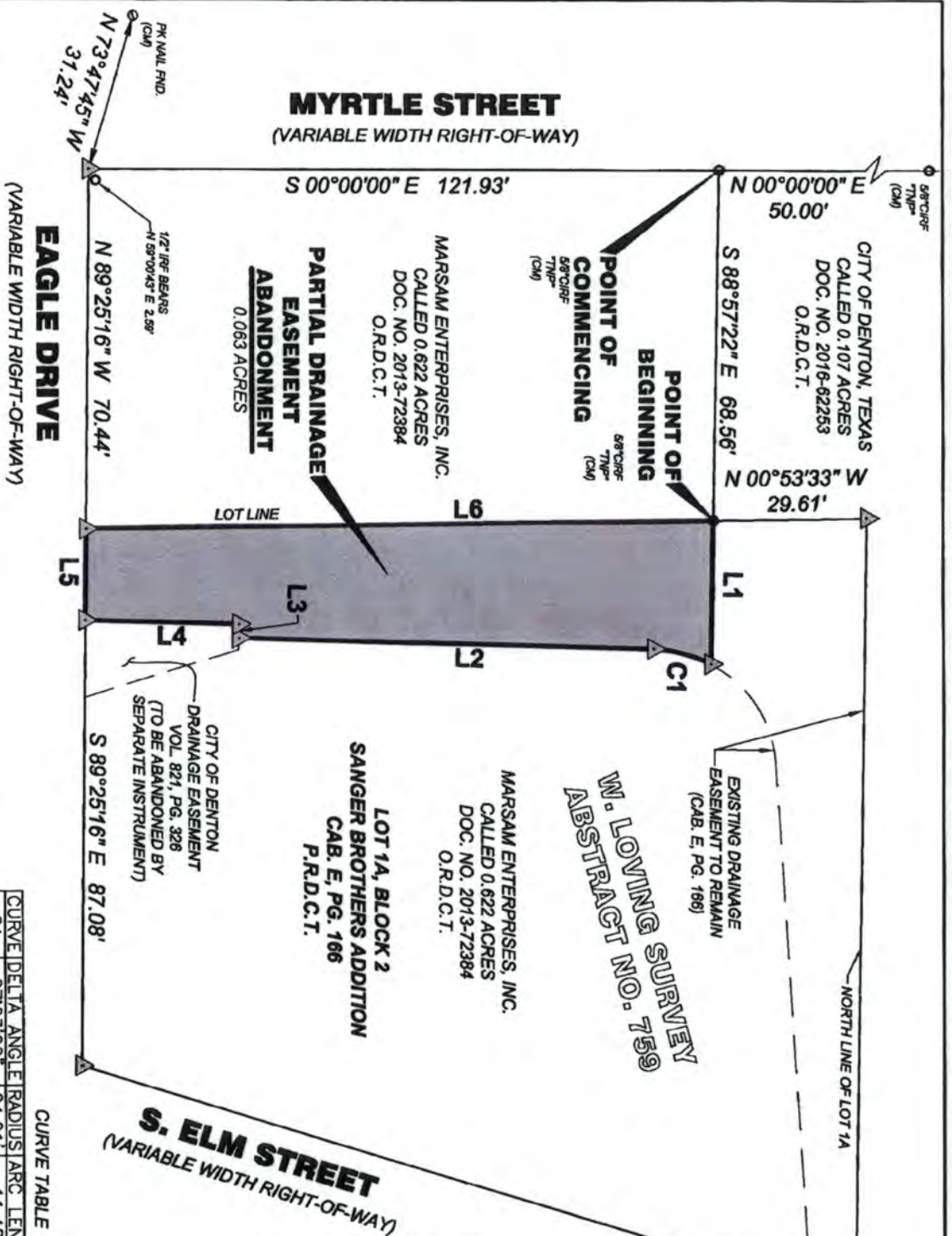


**teague nall & perkins**

1517 Centre Place Drive, Suite 320  
Denton, Texas 76205  
940.383.4177 ph 940.383.8026 fx  
www.tnpinc.com



- NOTES:**
1. Bearings of lines shown hereon are referenced to Grid North of the Texas Coordinate System of 1983, North Central Zone No. 4202.
  2. This Exhibit was prepared without the benefit of a current title commitment. Additional easements, rights-of-way and/or other matters of record may affect this tract that are not shown hereon.
  3. Field work performed 11-02-15.



CURVE	DELTA	ANGLE	RADIUS	ARC	LENGTH	CHORD	BEARING	CHORD	LENGTH
C1	27°23'02"	24.01'	11.48'	S 15°06'25" W	11.37'				

**CURVE TABLE**

LINE	BEARING	DISTANCE
L1	S 88°57'22" E	28.26'
L2	S 01°25'08" W	80.20'
L3	N 88°34'52" W	2.68'
L4	S 01°25'08" W	29.99'
L5	N 89°25'16" W	18.00'
L6	N 00°53'33" W	121.41'

**LINE TABLE**

LEGEND	
▲	CALCULATED POINT
○	1/2" IRON ROD FOUND (UNLESS NOTED OTHERWISE)
●	PK NAIL FOUND
—	CONTROLLING MONUMENT
---	EASEMENT BOUNDARY
---	PROPERTY LINE
---	EASEMENT LINE
P.R.D.C.T.	PLAT RECORDS, DENTON COUNTY, TEXAS
O.R.D.C.T.	OFFICIAL RECORDS DENTON COUNTY, TEXAS
D.R.D.C.T.	DEED RECORDS DENTON COUNTY, TEXAS

## **PARTIAL DRAINAGE** **EASEMENT ABANDONMENT**

BEING 0.063 ACRES OF LAND SITUATED IN  
THE W. LOVING SURVEY, ABSTRACT NO. 759  
CITY OF DENTON, DENTON COUNTY, TEXAS

**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.**

**DRAINAGE EASEMENT**

**THE STATE OF TEXAS,                   §**  
  §           **KNOW ALL MEN BY THESE PRESENTS:**  
**COUNTY OF DENTON                   §**

THAT Marsam Enterprises, Inc., a Texas corporation ("Grantor"), of Denton County, 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 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 0.047 acre drainage easement, in, along, upon, under, and across the following described property (the "Property"), owned by Grantor, and situated in Denton County, Texas, located in the William Loving Survey, Abstract Number 759 to wit:

**PROPERTY AREAS DESCRIBED AND DEPICTED IN EXHIBITS A & B,  
ALL ATTACHED HERETO AND MADE A PART HEREOF**

For the following purposes:

Constructing, reconstructing, installing, repairing, relocating, operating, and perpetually maintaining storm drains and all related facilities and appurtenances, respectively, in, along, upon, under, 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, 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 or any part thereof.

This Easement is subject to the following:

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, or across the Property. Further, Grantor stipulates and acknowledges that



the Grantee, in consideration of the benefits above set out, 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. 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.

3. 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 overhang upon the Property without liability to Grantee, including without limitation, the obligation to make further payment to Grantor.

4. Grantor's Rights. Grantor shall have the right, subject to the restrictions contained herein, to make use of the Property for any purpose that does not interfere with the City's rights granted to it herein for the purposes granted. Notwithstanding anything to the contrary herein, (a) the Easement Property may be improved with paving and parking areas; and (b) Grantee may erect fences on the Easement Property, provided such fences so erected shall be of a type that could easily be removed should maintenance of the Drainage Facilities be required (stone, brick, or concrete fences are examples of types that are not permitted). Furthermore, any fencing erected shall not materially interfere with the overland conveyance of storm water run-off.

5. 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, 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 its hand, this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Marsam Enterprises, Inc.,  
a Texas corporation

\_\_\_\_\_  
Dwayne Waters, President

ACKNOWLEDGMENT

THE STATE OF TEXAS                   §

COUNTY OF DENTON                   §

This instrument was acknowledged before me on \_\_\_\_\_, 2018, by  
Dwayne Waters for Marsam Enterprises, Inc., as its President.

\_\_\_\_\_  
Notary Public, in and for the State of \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**After Recording, Return to:**  
**City of Denton**  
**Capital Improvement Projects**  
**901-A Texas Street**  
**Denton, Texas 76209**  
**Attention: Paul Williamson**

**Send Tax Billing Statements To:**  
**The City of Denton**  
**Attn: Finance Department**  
**215 East McKinney Street**  
**Denton, Texas 76201**

**EXHIBIT "A"**

**DRAINAGE EASEMENT**  
*(Marsam Enterprises Tract)*

**BEING** a 0.047 acre tract of land situated in the William Loving Survey, Abstract No. 759, City of Denton, Denton County, Texas, and being part of a called 0.622 acre tract of land described in a Deed to Marsam Enterprises, Inc., as recorded in Document No. 2013-72384 of the Official Records of Denton County, Texas (O.R.D.C.T.), and being more particularly described as follows:

**COMMENCING** at a point for corner at the intersection of the existing East right of way line of Myrtle Street (variable width R.O.W.), with the existing North right of way line of Eagle Drive (variable width R.O.W.), same being the Southwest corner of said 0.622 acre tract, from which point a 1/2 inch iron found for reference bears North 59°00'43" East a distance of 2.59 feet, and a PK nail found for the Southeast corner of a called 0.231 acre tract of land described in a Deed to 518 Acme, Ltd., as recorded in Document No. 2008-52615 of the (O.R.D.C.T.), bears North 73°47'45" West a distance of 31.24 feet;

**THENCE** South 89°25'16" East, along the common South line of said 0.622 acre tract and the existing North right of way line of said Eagle Drive, a distance of 27.72 feet to an "X" Cut set for corner;

**THENCE** North 00°00'38" West, departing the last stated common line, a distance of 17.20 feet to an "X" Cut set for the **POINT OF BEGINNING**;

**THENCE** South 89°50'51" West, a distance of 5.29 feet to an "X" Cut set for corner;

**THENCE** North 45°04'35" West, a distance of 21.18 feet to an "X" Cut set for corner;

**THENCE** North 00°00'00" East, a distance of 89.93 feet to a 5/8 inch iron rod with cap stamped "TNP" set at the intersection with the common North line of said 0.622 acre tract and the South line of a called 0.107 acre tract of land described in a Deed to the City of Denton, Texas, as recorded in Document No. 2016-62253 (O.R.D.C.T.);

**THENCE** South 88°57'22" East, along the last stated common line, a distance of 31.01 feet to a 5/8 inch iron rod with cap stamped "TNP INC ESMT" set for the beginning of a non-tangent curve to the left having a central angle of 15°29'42", a central radius of 54.00 feet, a chord bearing and distance of South 47°30'57" West, 14.56 feet;

**THENCE** in a southwesterly direction, departing said common line, and along said curve to the left, an arc distance of 14.60 feet to a 5/8 inch iron rod with cap stamped "TNP INC ESMT" set for the end of said curve;

**THENCE** South 00°00'38" East, a distance of 94.48 feet to the **POINT OF BEGINNING**, and containing 0.047 acres of land, more or less.

**NOTES:**

1. Bearings are referenced to Grid North of the Texas Coordinate System of 1983, North Central Zone No. 4202.
2. An Easement Exhibit of even date herewith accompanies this Legal Description. See Page 2.

*Marvin King* 9/29/17  
Marvin King, R.P.L.S. No. 5581  
Teague Nall & Perkins  
1517 Centre Place Drive, Suite 320  
Denton, Texas 76205  
940-383-4177  
Date: September 29, 2017





CURVE DELTA	ANGLE	RADIUS	ARC LENGTH	CHORD	BEARING	CHORD LENGTH
C1	15°29'42"	34.00'	14.60'	S 47°30'57" W	14.56'	

CURVE TABLE

LINE	BEARING	DISTANCE
L1	S 89°50'51" W	5.29'
L2	N 45°04'35" W	21.18'
L3	N 00°00'00" E	89.93'
L4	S 88°57'22" E	31.01'
L5	S 00°00'38" E	94.48'
L6	S 89°25'16" E	27.72'
L7	N 00°00'38" W	17.20'
L8	S 88°57'22" E	7.43'
L9	S 88°57'22" E	30.12'

WILLIAM LOVING SURVEY  
ABSTRACT NO. 759

AMENDING PLAT  
LOT 1-A, BLOCK A  
ACCESS FIRST CAPITAL ADDITION  
DOC. NO. 2009-206  
P.R.D.C.T.

518 ACRES, LTD.  
CALLED 0.231 ACRES  
DOC. NO. 2008-52615  
O.R.D.C.T.

18" PUBLIC UTILITY ESMNT.  
DOC. NO. 2008-87791  
O.R.D.C.T.

1/2" IRON ROD  
BENT  
(C.M.)

EAGLE DRIVE  
(VARIABLE WIDTH RIGHT-OF-WAY)

1. Bearings of lines shown hereon are referenced to Grid North of the Texas Coordinate System of 1983 North Central Zone No. 4202.

2. A Legal Description of even date herewith accompanies this Easement Exhibit. See Page 1.

3. Field work performed 9-25-17.

4. This Exhibit was prepared with benefit of that certain Title Commitment GF No. 2027-228822-RU, with effective date of June 08, 2017, provided by Reunion Title. For easements, rights-of-way and/or other matters of record that may affect this tract the surveyor relied solely on said title commitment.



teague nail & perkins  
1317 Centre Place Drive, Suite 320  
Denton, Texas 76205  
940.383.4177 ph 940.383.8026 fx  
www.tnpinc.com



DEV 16242

PAGE 2 OF 2

EXISTING RIGHT-OF-WAY  
PER DOC. NO. 2009-206

EXISTING CURBLINE

MYRTLE STREET  
(VARIABLE WIDTH RIGHT-OF-WAY)

N 00°00'00" W  
50.00'

5/8" IRON ROD  
BENT  
(C.M.)

CITY OF DENTON, TEXAS  
CALLED 0.107 ACRES  
DOC. NO. 2016-82253  
O.R.D.C.T.

SOUTH LINE 0.107 AC. TR.  
NO RECORD INFO FND.  
NORTH LINE LOT 1A

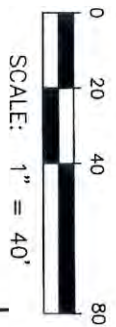
MARSAM ENTERPRISES, INC.  
CALLED 0.622 ACRES  
DOC. NO. 2013-72384  
O.R.D.C.T.

LOT 1A, BLOCK 2  
SANGER BROTHERS ADDITION  
CAB. E, PG. 166  
P.R.D.C.T.

DRAINAGE  
EASEMENT  
0.047 ACRES

POINT OF  
BEGINNING

EXISTING RIGHT-OF-WAY



LEGEND

▲	CALCULATED POINT
○	1/2" IRON ROD FOUND (UNLESS NOTED OTHERWISE)
⊙	1/4" NAIL FOUND (UNLESS NOTED OTHERWISE)
⊗	5/8" IRON ROD WITH CAP STAMPED "TNP" SET
⊕	5/8" IRON ROD WITH CAP STAMPED "TNP ESMNT" SET
⊗	"X" CUT SET IN CONC. (UNLESS NOTED OTHERWISE)
(C.M.)	CONTROLLING MONUMENT
---	EASEMENT BOUNDARY
---	PROPERTY LINE
---	EXISTING RIGHT-OF-WAY
---	EXISTING EASEMENT
---	EXISTING CURBLINE
P.R.D.C.T.	PLAT RECORDS, DENTON COUNTY, TEXAS
O.R.D.C.T.	OFFICIAL RECORDS, DENTON COUNTY, TEXAS
D.R.D.C.T.	DEED RECORDS, DENTON COUNTY, TEXAS

EXHIBIT "B"

**DRAINAGE EASEMENT**  
BEING A 0.047 ACRES TRACT  
SITUATED IN THE WILLIAM LOVING SURVEY  
ABSTRACT NO. 759  
CITY OF DENTON, DENTON COUNTY, TEXAS

ACKNOWLEDGMENT

THE STATE OF TEXAS           §

COUNTY OF DENTON           §

This instrument was acknowledged before me on \_\_\_\_\_, 2018, by  
Dwayne Waters for Marsam Enterprises, Inc., as its President.

\_\_\_\_\_  
Notary Public, in and for the State of \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**After Recording, Return to:**  
**City of Denton**  
**Capital Improvement Projects**  
**901-A Texas Street**  
**Denton, Texas 76209**  
**Attention: Paul Williamson**

**Send Tax Billing Statements To:**  
**The City of Denton**  
**Attn: Finance Department**  
**215 East McKinney Street**  
**Denton, Texas 76201**



## ATTACHMENT "3" to Agreement

### SPECIAL WARRANTY 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.**

THE STATE OF TEXAS,

COUNTY OF DENTON

§  
§  
§

KNOW ALL MEN BY THESE PRESENTS

THAT **Marsam Enterprises, Inc.**, a Texas corporation, (hereinafter referred to as "**Grantor**"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to it in hand paid by **City of Denton, Texas, a home rule municipality** (hereinafter referred to as "**Grantee**"), the receipt and sufficiency of which is hereby acknowledged and confessed, has **GRANTED, SOLD AND CONVEYED**, and by these presents does hereby **GRANT, SELL, AND CONVEY** unto the said Grantee, the real property containing approximately 0.031 acres of land more particularly described in Exhibit "A" and depicted in Exhibit "B" attached hereto and made a part hereof, together with all improvements, rights, appurtenances, and hereditaments located thereon or pertaining thereto, including all rights, title and interest of Grantor in and to adjacent streets, alleys, and rights-of-way (all of which foregoing are collectively referred to as the "**Property**").

Grantor hereby retains and reserves, for Grantor and its successors and assigns forever, all of the oil, gas and other liquid or gaseous hydrocarbons in, under, or that may be produced from the Property. However, such reservation does not include any right to ingress or egress to the property by Grantor, its successors and/or assigns, or the right to use any portion of the surface of the property to develop or produce the reserved estate.

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



Executed the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**Marsam Enterprises, Inc.**

By \_\_\_\_\_  
**Dwayne Waters, President**

**ACKNOWLEDGMENTS**

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

This instrument is acknowledged before me, on this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by Dwayne Waters, of Marsam Enterprises, Inc. its President.

\_\_\_\_\_  
Notary Public in and for  
State of Texas

**After Recording, Return to:**  
**Capital Improvement Projects**  
**901-A Texas Street**  
**Denton, Texas 76209**  
**Attention: Paul Williamson**

**Send Tax Billing Statements To:**  
**The City of Denton**  
**Attn: Finance Department**  
**215 East McKinney Street**  
**Denton, Texas 76201**

**EXHIBIT "A"**

**RIGHT OF WAY**

(Marsam Enterprises Tract)

**BEING** a 0.031 acre tract of land situated in the William Loving Survey, Abstract No. 759, City of Denton, Denton County, Texas, and being part of a called 0.622 acre tract of land described in a Deed to Marsam Enterprises, Inc., as recorded in Document No. 2013-72384 of the Official Records of Denton County, Texas (O.R.D.C.T.), and being more particularly described as follows:

**BEGINNING** at a point for corner at the intersection of the existing East right of way line of Myrtle Street (variable width R.O.W.), with the existing North right of way line of Eagle Drive (variable width R.O.W.), same being the Southwest corner of said 0.622 acre tract, from which point a 1/2 inch iron found for reference bears North 59°00'43" East a distance of 2.59 feet, and a PK nail found for the Southeast corner of a called 0.231 acre tract of land described in a Deed to 518 Acme, Ltd., as recorded in Document No. 2008-52615 (O.R.D.C.T.), bears North 73°47'45" West a distance of 31.24 feet;

**THENCE** North 00°00'00" West, departing the existing North right of way line of said Eagle Drive, and along the existing East right of way line of said Myrtle Street, a distance of 121.93 feet to a 5/8 inch iron rod with cap stamped "TNP" found at the most Westerly Northwest corner of said 0.622 acre tract, common with the Southwest corner of a called 0.107 acre tract of land described in a Deed to the City of Denton, Texas, as recorded in Document No. 2016-62253 (O.R.D.C.T.);

**THENCE** South 88°57'22" East, departing the existing East right of way line of said Myrtle Street and along the common South line of said 0.107 acre tract and the most Westerly North line of said 0.622 acre tract, a distance of 7.43 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

**THENCE** South 00°00'00" West, departing the last stated common line, a distance of 89.93 feet to an "X" Cut set for corner;

**THENCE** South 45°04'35" East, a distance of 21.18 feet to an "X" Cut set for corner;

**THENCE** North 89°50'51" East, a distance of 5.29 feet to an "X" Cut set for corner;

**THENCE** South 00°00'38" East, a distance of 17.20 feet to an "X" Cut set at the intersection with the common South line of said 0.622 acre tract and the existing North right of way line of said Eagle Drive;

**THENCE** North 89°25'16" West, along the last stated common line, a distance of 27.72 feet to the **POINT OF BEGINNING**, and containing 0.031 acres of land, more or less.

**NOTES:**

1. Bearings are referenced to Grid North of the Texas Coordinate System of 1983, North Central Zone No. 4202.
2. An Easement Exhibit of even date herewith accompanies this Legal Description. See Page 2.

*Marvin King 10/10/17*  
Marvin King, R.P.L.S. No. 5581  
Teague Nall & Perkins  
1517 Centre Place Drive, Suite 320  
Denton, Texas 76205  
940-383-4177  
Date: October 10, 2017





LINE	BEARING	DISTANCE
L1	N 00°00'00" W	121.93'
L2	S 88°57'22" E	7.43'
L3	S 00°00'00" W	89.93'
L4	S 45°04'35" E	21.18'
L5	N 89°50'51" E	5.29'
L6	S 00°00'38" E	17.20'
L7	N 89°25'16" W	27.72'

LINE TABLE

WILLIAM LOVING SURVEY  
ABSTRACT NO. 759

AMENDING PLAT  
LOT 1A, BLOCK A  
ACCESS FIRST CAPITAL ADDITION  
DOC. NO. 2009-206  
P.R.D.C.T.

518 ACME, LTD.  
CALLED 0.231 ACRES  
DOC. NO. 2008-62815  
O.R.D.C.T.

18" PUBLIC UTILITY ESMT.  
DOC. NO. 2008-67791  
O.R.D.C.T.

EAGLE DRIVE  
(VARIABLE WIDTH RIGHT-OF-WAY)

1/2" IRF  
BENT  
(CM)

EXISTING  
CURBLINE

N 73°47'45" W  
31.24'

POINT OF  
BEGINNING

- NOTES:
- Bearings of lines shown hereon are referenced to Grid North of the Texas Coordinate System of 1983 North Central Zone No. 4202.
  - A Legal Description of even date herewith accompanies this Easement Exhibit. See Page 1.
  - Field work performed 9-25-17.
  - This Exhibit was prepared with benefit of that certain Title Commitment GF No. 2027-228828-RU, with effective date of June 08, 2017, provided by Reunion Title. For easements, rights-of-way and/or other matters of record that may affect this tract the surveyor relied solely on said title commitment.

EXISTING RIGHT-OF-WAY  
PER DOC. NO. 2009-206

EXISTING  
CURBLINE

MYRTLE STREET  
(VARIABLE WIDTH RIGHT-OF-WAY)

N 00°00'00" W  
50.00'

CITY OF DENTON, TEXAS  
CALLED 0.107 ACRES  
DOC. NO. 2016-62253  
O.R.D.C.T.

SOUTH LINE 0.107 AC. TR.  
NO RECORD INFO FND.

NORTH LINE LOT 1A

MARSAM ENTERPRISES, INC.  
CALLED 0.622 ACRES  
DOC. NO. 2013-72384  
O.R.D.C.T.

LOT 1A, BLOCK 2  
SANGER BROTHERS ADDITION  
CAB. E. PG. 166  
P.R.D.C.T.

RIGHT-OF-WAY  
0.031 ACRES

DRAINAGE EASEMENT  
(BY SEPARATE INSTRUMENT)

LOT LINE

EXISTING RIGHT-OF-WAY

EXISTING  
CURBLINE



LEGEND

△	CALCULATED POINT
○	1/2" IRON ROD FOUND (UNLESS NOTED OTHERWISE)
●	PK NAIL FOUND (UNLESS NOTED OTHERWISE)
⊙	5/8" IRON ROD WITH CAP STAMPED "TNP" SET
⊙	7/8" CUT SET IN CONC. (UNLESS NOTED OTHERWISE)
⊙	CONTROLLING MONUMENT
—	R.O.W. DEDICATION LINE
—	PROPERTY LINE
—	EXISTING RIGHT-OF-WAY
—	EXISTING EASEMENT
—	EXISTING CURBLINE
—	P.L.D.C.T. PLAT RECORDS, DENTON COUNTY, TEXAS
—	O.R.D.C.T. OFFICIAL RECORDS DENTON COUNTY, TEXAS
—	D.R.D.C.T. DEED RECORDS DENTON COUNTY, TEXAS



teague nail & perkins

1317 Centre Place Drive, Suite 320  
Denton, Texas 76205  
940.383.4177 ph. 940.383.8026 fx  
www.tnpinc.com



RIGHT-OF-WAY

BEING A 0.031 ACRE TRACT  
SITUATED IN THE WILLIAM LOVING SURVEY  
ABSTRACT NO. 759  
CITY OF DENTON, DENTON COUNTY, TEXAS

DEN 16242

PAGE 2 OF 2





## ATTACHMENT "4" to 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

THE STATE OF TEXAS,           §  
  §     KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF DENTON           §

THAT City of Denton, Texas, a home rule municipality, (hereinafter referred to as "**Grantor**"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to it in hand paid by **Marsam Enterprises, Inc., a Texas corporation**, (hereinafter referred to as "**Grantee**"), whose address is 822 S. Elm St., Denton, TX 76201, the receipt and sufficiency of which is hereby acknowledged and confessed, has **GRANTED, SOLD AND CONVEYED**, and by these presents does hereby **GRANT, SELL, AND CONVEY** unto the said Grantee, the real property containing approximately 0.098 acres of land more particularly described in Exhibit "A" and depicted in Exhibit "B" attached hereto and made a part hereof (the "**Property**"), reserving unto Grantor a perpetual drainage easement (the "**Easement**") in, along, upon, under, over and across the Property, situated in Denton County, Texas, located in the William Loving Survey, Abstract No. 759, as more fully depicted on Exhibit "B" (the "**Easement Property**").

The Easement is reserved for the following purposes:

Constructing, reconstructing, installing, repairing, relocating, operating, and perpetually maintaining drainage, and related drainage facilities and appurtenances, in, along, upon, under, over and across said Easement Property, including without limitation, the free and interrupted use, liberty, passage, ingress, egress and regress, at all times in, along, upon, under, over and across the Easement 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 or any part thereof.

This reserved Easement is subject to the following:

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 Easement Property. Further, Grantor stipulates and acknowledges that the Grantee, in consideration of the benefits above set out, may remove from the Easement Property, such buildings, fences, structures, signs, facilities, improvements and other obstructions as may now or hereafter be found upon said Easement 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. Access. For the purpose of exercising and enjoying the rights granted herein, the Grantee shall have access to the Easement Property by way of existing public property or right-of-way.

3. Trees and Landscaping. No shrub or tree shall be planted upon the Easement 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 overhang upon the Easement Property without liability to Grantee, including without limitation, the obligation to make further payment to Grantor.

4. Grantor's Rights. Grantor shall have the right, subject to the restrictions contained herein, to make use of the Easement Property for any purpose that does not interfere with the City's rights granted to it herein for the purposes granted. Notwithstanding anything to the contrary herein, (a) the Easement Property may be improved with paving and parking areas; and (b) Grantee may erect fences on the Easement Property, provided such fences so erected shall be of a type that could easily be removed should maintenance of the Drainage Facilities be required, (stone, brick, or concrete fences are examples of types that are not permitted). Furthermore, any fence erected shall not materially interfere with overland conveyance of storm water run-off.

5. 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, successors and assigns. Notwithstanding anything to the contrary herein, (a) the Easement Property may be improved with paving and parking areas; and (b) Grantee may erect fences on the Easement Property, provided such fences so erected shall be of a type that could easily be removed should maintenance of the Drainage Facilities be required (stone, brick, or concrete fences are examples of types that are not permitted). Furthermore, any fencing erected shall not materially interfere with the overland conveyance of storm water run-off.

Grantor conveys all improvements, rights, appurtenances, and hereditaments located thereon or pertaining thereto, including all rights, title and interest, of Grantor in and to



the Property (all of which foregoing are collectively referred to as the "Property") SAVE AND EXCEPT the above-mentioned reserved Easement.

Grantor hereby retains and reserves, for Grantor and its successors and assigns forever, all of the oil, gas and other liquid or gaseous hydrocarbons in, under, or that may be produced from the Property.

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

Executed the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**City of Denton**

By \_\_\_\_\_  
**Todd Hileman, City Manager**

#### **ACKNOWLEDGMENTS**

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

This instrument is acknowledged before me, on this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by Todd Hileman, City Manager, City of Denton.

\_\_\_\_\_  
Notary Public in and for  
State of Texas

ATTEST:

Jennifer Walters, City Secretary

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

**After Recording, Return to:**  
**Marsam Enterprises, Inc.**  
**822 South Elm St.**  
**Denton, Texas 76205-7678**  
**Attention: Dwayne Waters**



APPPROVED AS TO LEGAL FORM:  
Aaron Leal, City Attorney

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

## EXHIBIT "A"

### **LEGAL DESCRIPTION**

*(City of Denton, Texas, 807 Myrtle Street)*

**BEING** a 0.098 acre tract of land situated in the William Loving Survey, Abstract No. 759, City of Denton, Denton County, Texas, and being part of a called 0.107 acre tract of land, as described in Deed to the City of Denton, Texas, recorded in Document No. 2016-62253 of the Official Records of Denton County, Texas (O.R.D.C.T.), and being more particularly described as follows:

**BEGINNING** at a 5/8 inch iron rod with cap stamped "TNP" found at the most Southerly Southeast corner of said 0.107 acre tract, and located in the West line of Lot 1A in Block 2 of the Sanger Brothers Addition, as recorded in Cabinet E, Page 166 of the Plat Records of Denton County, Texas (P.R.D.C.T.), same being a North line of a called 0.622 acre tract of land, as described in Deed to the Marsam Enterprises, Inc., and recorded in Document No. 2013-72384 (O.R.D.C.T.);

**THENCE** North 88°57'22" West, departing the West line of said Lot 1A, and along the common South line of said 0.107 acre tract and the North line of said 0.622 acre tract, a distance of 61.13 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

**THENCE** North 00°00'00" West, departing the north line of said 0.622 acre tract, a distance of 50.03 feet to a 5/8 inch iron rod with cap stamped "TNP" set at the intersection with the common most Northerly line of said 0.107 acre tract and the South line of Lot 1 in Block A of Elm Street Apartments Addition, as recorded in Document No. 2015-423 (P.R.D.C.T.), same being the South line of a tract of land described in Deed to Eagle Elm Partners, L.L.C., and recorded in Document No. 2015-148513 (O.R.D.C.T.);

**THENCE** South 89°12'52" East, along the last stated common line, a distance of 154.72 feet to a 5/8 inch iron rod with cap stamped "TNP" set for the Northeast corner of said 0.107 acre tract, and located at an interior ell corner of said Elm Street Apartments Addition;

**THENCE** South 01°56'17" West, along the most Northerly East line of said 0.107 acre tract and the most Southerly West line of said Elm Street Apartments Addition, a distance of 13.32 feet to a 5/8 inch iron rod with cap stamped "TNP" found for the most Easterly Southeast corner of said 0.107 acre tract;

**THENCE** North 89°12'52" West, departing the West line of said Elm Street Apartments Addition, and along the most Easterly South line of said 0.107 acre tract, for a distance of 93.73 feet to a 5/8 inch iron rod with cap stamped "TNP" set for an interior ell corner of said 0.107 acre tract;

**THENCE** South 00°53'33" East, along the most Southerly East line of said 0.107 acre tract, passing the Northwest corner of Lot 1A, Block 2 in said Sanger Brothers Addition at a distance of 7.39 feet, and continuing along the most Southerly East line of said 0.107 acre tract and the West line of said Lot 1A, for a total distance of 37.00 feet to the **POINT OF BEGINNING**, and containing 0.098 acres of land, more or less.

#### NOTES:

1. Bearings are referenced to Grid North of the Texas Coordinate System of 1983, North Central Zone No. 4202.
2. An Easement Exhibit of even date herewith accompanies this Legal Description. See Exhibit "B".

*Marvin King 10/10/17*  
Marvin King, R.P.L.S. No. 5581  
Teague Nall & Perkins  
1517 Centre Place Drive, Suite 320  
Denton, Texas 76205  
940-383-4177  
Date: October 10, 2017







**teague nall & perkins**

1517 Centre Place Drive, Suite 320  
Denton, Texas 76205  
940.383.4177 ph 940.383.8026 fx  
www.tnpsc.com  
T.R.P.L.S. Firm No. 10011601

LINE	BEARING	DISTANCE
L1	S 89°12'52" E	7.43'
L2	S 00°00'00" E	50.03'
L3	N 88°57'22" W	7.43'

**LINE TABLE**

SEE PAGE PAGE 4 OF 4  
FOR LEGEND & NOTES

**0.098 ACRE TRACT**  
**807 MYRTLE STREET**

BEING SITUATED IN THE  
WILLIAM LOVING SURVEY ABSTRACT NO. 759  
CITY OF DENTON, DENTON COUNTY, TEXAS

OCTOBER 2017

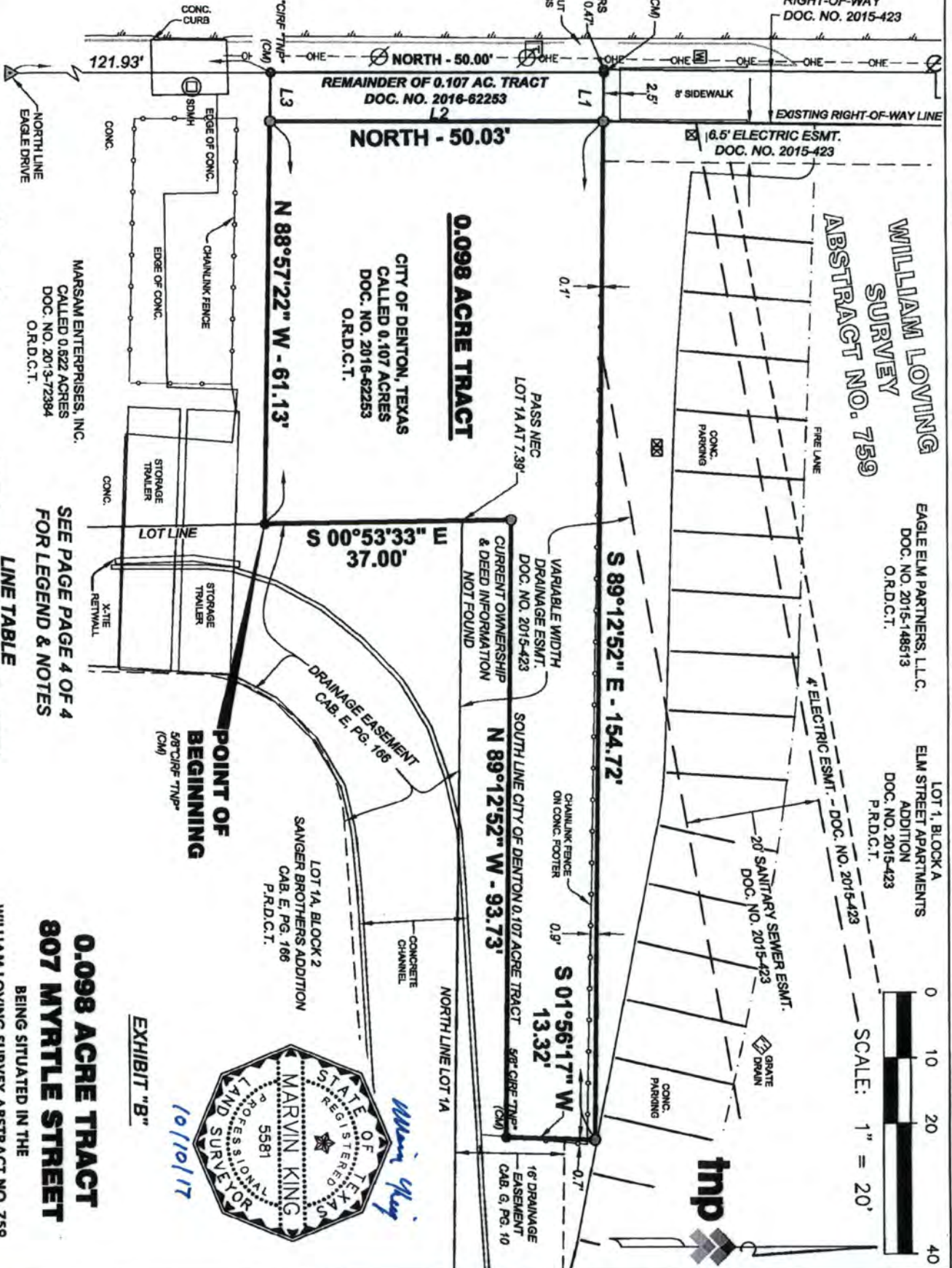
PAGE 2 OF 3

**MYRTLE STREET**

(VARIABLE WIDTH RIGHT-OF-WAY)

ASPHALT PAVING

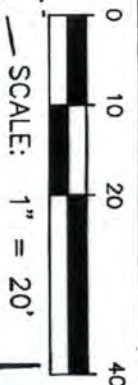
0.030 ACRE  
RIGHT-OF-WAY  
DOC. NO. 2015-423



**WILLIAM LOVING**  
**SURVEY**  
**ABSTRACT NO. 759**

EAGLE ELM PARTNERS, L.L.C.  
DOC. NO. 2015-148513  
O.R.D.C.T.

LOT 1, BLOCK A  
ELM STREET APARTMENTS  
ADDITION  
DOC. NO. 2015-423  
P.R.D.C.T.



**EXHIBIT "B"**

10/10/17

*William King*



**NOTES:**

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2. A legal description of even date herewith accompanies this Easement Exhibit. See Exhibit "A".
3. This Exhibit was prepared without the benefit of a current Title Commitment, or Encumbrance Report. Additional easements, rights-of-way and/or other matters of record may affect this tract that are not shown hereon.

**LEGEND**

	CALCULATED POINT
	5/8" IRON ROD WITH CAP STAMPED "TNP" FOUND (UNLESS NOTED OTHERWISE)
	5/8" IRON ROD WITH CAP STAMPED "TNP" SET
	ICM CONTROLLING MONUMENT
	IRRIGATION CONTROL VALVE
	POWER POLE
	STORM DRAIN MANHOLE (SDMH)
	TELEPHONE UTILITY
	WATER METER
	PROPERTY BOUNDARY
	ADJOINER PROPERTY LINE
	RIGHT-OF-WAY LINE
	EXISTING EASEMENT
	OVERHEAD ELECTRIC LINE
	P.R.D.C.T. PLAT RECORDS, DENTON COUNTY, TEXAS
	O.R.D.C.T. OFFICIAL RECORDS DENTON COUNTY, TEXAS



*Marvin King*

*10/10/17*

**EXHIBIT "B"**

**0.098 ACRE TRACT  
807 MYRTLE STREET**

BEING SITUATED IN THE  
WILLIAM LOVING SURVEY ABSTRACT NO. 759  
CITY OF DENTON, DENTON COUNTY, TEXAS

OCTOBER 2017

PAGE 3 OF 3



**teague nail & perkins**  
1517 Centre Place Drive, Suite 320  
Denton, Texas 76205  
940.383.4177 ph 940.383.8026 fx  
www.tnpinc.com  
T.B.P.L.S. Firm No. 10011601

## **ATTACHMENT "5" to 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.**

### **DEED WITHOUT WARRANTY**

STATE OF TEXAS       §  
                                  §  
COUNTY OF DENTON   §

**KNOW ALL MEN BY THESE PRESENTS:**

That City Of Denton, Texas, a Texas Home-Rule Municipal Corporation (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 Marsam Enterprises, Inc., a Texas corporation (herein called "Grantee"), at 822 S. Elm St., 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, without warranty, unto Grantee all the real property in Denton County, Texas being particularly depicted and described on Exhibit "A" and Exhibit "B," all attached hereto and made a part hereof for all purposes, and being located in Denton County, Texas, together with all and singular the improvements and fixtures thereon and all other rights and appurtenances thereto (collectively, the "Property") reserving unto Grantor a perpetual drainage and utility easement (the "Easement") in, along, upon, under, over, and across the entirety of the Property, situated in Denton County, Texas, located in the William Loving Survey, Abstract No. 759, as described and depicted on Exhibit "A" and Exhibit "B," respectively (the "Easement Property").

Grantee specifically accepts the Property "AS-IS, WHERE IS, AND WITH ALL FAULTS." Grantor provides no representations or warranties as to the condition or title of the Property and all such representations and/or warranties are specifically disclaimed.

The Easement is reserved for the following purposes:

Constructing, reconstructing, installing, repairing, relocating, operating, and perpetually maintaining drainage, utilities, related drainage and utility facilities and appurtenances, in, along, upon, under, over, and across said Easement Property, including without limitation, the free and interrupted use, liberty, passage, ingress, egress, and regress, at all times in, along, upon, under, over, and across the Easement 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 or any part thereof.

This reserved Easement is subject to the following covenants and restrictions:

1. Structures. No buildings, 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 Easement Property by Grantee. Further, Grantee stipulates and acknowledges that the City, in consideration of the restrictions above set out, may alter the grade of the Easement Property and may remove from the Easement Property, such buildings, structures, signs, facilities, improvements, and other obstructions as may now or hereafter be found upon said Easement Property and dispose of any such buildings, structures, signs, facilities, improvements, or obstructions in any manner it deems appropriate without liability to City.

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

3. Trees and Landscaping. No shrub or tree shall be planted upon the Easement Property or that may encroach upon the Easement Property. City 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 Easement Property without liability to Grantee.

4. Grantee's Rights. Grantee shall have the right, subject to the covenants and restrictions contained herein, to make use of the Easement Property for any purpose that does not interfere with the City's rights retained herein for the purposes reserved. Notwithstanding anything to the contrary herein, (a) the Easement Property may be improved with paving and parking areas; and (b) Grantee may erect fences on the Easement Property, provided such fences so erected shall be of a type that could easily be removed should maintenance of the Drainage Facilities be required (stone, brick, or concrete fences are examples of types that are not permitted). Furthermore, any fencing erected shall not materially interfere with the overland conveyance of storm water run-off.

5. Successors and Assigns. This easement reservation and the covenants and restrictions contained herein shall constitute covenants running with the land and shall be binding upon the City and Grantee, and their heirs, successors, and assigns.

Grantor conveys, without warranty, all improvements, rights, appurtenances, and hereditaments located thereon or pertaining thereto, including all rights, title, and interest, of Grantor in and to the Property SAVE AND EXCEPT the above-mentioned reserved Easement.

**TO HAVE AND TO HOLD** the Property, without warranty by Grantor, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee and Grantee's successors and assigns forever, save and except the reserved Easement.

EXECUTED the \_\_\_\_\_ day of \_\_\_\_\_, 2018.



City of Denton

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

**ACKNOWLEDGMENT**

THE STATE OF TEXAS    §  
                                      §  
COUNTY OF DENTON    §

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

\_\_\_\_\_  
Notary Public in and for  
State of Texas

ATTEST:

Jennifer Walters, City Secretary

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

APPROVED AS TO LEGAL FORM:  
Aaron Leal, City Attorney

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

**After Recording, Return to:**  
**Marsam Enterprises, Incorporated**  
**822 South Elm St.**  
**Denton, TX 76205-7678**  
**Attention: Dwayne Waters**

## EXHIBIT "A"

### LEGAL DESCRIPTION

**BEING** a 0.016 acre tract of land situated in the William Loving Survey, Abstract No. 759, City of Denton, Denton County, Texas, and being more particularly described as follows:

**BEGINNING** at the Northwest corner of Lot 1A in Block 2 of the Sanger Brothers Addition, as recorded in Cabinet E, Page 166 of the Plat Records of Denton County, Texas (P.R.D.C.T.), same being the most Northerly Northwest corner of a called 0.622 acre tract of land, as described in Deed to Marsam Enterprises, Inc., and recorded in Document No. 2013-72384 of the Official Records of Denton County, Texas (O.R.D.C.T.), and located in the most Southerly East line of a called 0.107 acre tract of land, described in Deed to the City of Denton, Texas, as recorded in Document No. 2016-62253 (O.R.D.C.T.), from which point a 5/8 inch iron rod with cap stamped "TNP" found at an interior ell corner of said 0.107 acre tract bears South 00°53'33" East, a distance of 29.61;

**THENCE** North 00°53'33" West, departing the Northwest corner of said Lot 1A, and along the most Southerly East line of said 0.107 acre tract, a distance of 7.39 feet to a 5/8 inch iron rod with cap stamped "TNP" found at an interior ell corner of said 0.107 acre tract of land;

**THENCE** South 89°12'52" East, along the most Easterly South line of said 0.107 acre tract, a distance of 93.73 feet to a 5/8 inch iron rod with cap stamped "TNP" found at the most Easterly Southeast corner of said 0.107 acre tract, and located at the intersection with the most Southerly West line of Lot 1 in Block A of the Elm Street Apartments Addition, as recorded in Document No. 2015-423 (P.R.D.C.T.);

**THENCE** South 01°56'17" West, along the most Northerly East line of said 0.107 acre tract and the most Southerly West line of said Elm Street Apartments Addition, a distance of 7.66 feet to an "X" Cut found at the intersection with the North line of said Lot 1A;

**THENCE** North 89°02'49" West, departing the West line of said Elm Street Apartments Addition, and along the North line of said Lot 1A, same being the most Northerly line of said 0.622 acre tract, a distance of 93.36 feet to the **POINT OF BEGINNING**, and containing 0.016 acres of land, more or less.

#### NOTES:

1. Bearings are referenced to Grid North of the Texas Coordinate System of 1983, North Central Zone No. 4202.
2. An Easement Exhibit of even date herewith accompanies this Legal Description. See Exhibit "B".

*Marvin King 11/3/17*  
Marvin King, R.P.L.S. No. 5581  
Teague Nall & Perkins  
1517 Centre Place Drive, Suite 320  
Denton, Texas 76205  
940-383-4177  
Date: November 3, 2017





# MYRTLE STREET (VARIABLE WIDTH RIGHT-OF-WAY)

ASPHALT PAVING

0.030 ACRE  
RIGHT-OF-WAY  
DOC. NO. 2015-423

WILLIAM LOVING  
SURVEY  
ABSTRACT NO. 759

EAGLE ELM PARTNERS, L.L.C.  
DOC. NO. 2015-148513  
O.R.D.C.T.

LOT 1, BLOCK A  
ELM STREET APARTMENTS  
ADDITION  
DOC. NO. 2015-423  
P.R.D.C.T.

SCALE: 1" = 20'



5/8" IRF BEARS  
N 89°12'52" W - 0.41'

CURB CUT  
ACCESS

2.5'

8' SIDEWALK

6.5' ELECTRIC ESMT.  
DOC. NO. 2015-423

FIRE LANE

CONC.  
PARKING

20' SANITARY SEWER ESMT.  
DOC. NO. 2015-423

VARIABLE WIDTH  
DRAINAGE ESMT.  
DOC. NO. 2015-423

5/8" CIRCF 7"NP (CM)

0.7'

0.016 ACRE  
TRACT

SOUTH LINE CITY OF DENTON 0.107 ACRE TRACT

5/8" CIRCF 7"NP (CM)

0.7'

POINT OF  
BEGINNING

CURRENT OWNERSHIP  
& DEED INFORMATION  
NOT FOUND

L2

NORTH LINE LOT 1A

3" CUT FOUND (CM)

CONCRETE  
CHANNEL

L6

WEST LINE LOT 1A

DRAINAGE EASEMENT  
CAB. E. PG. 166

LOT 1A, BLOCK 2

SANGER BROTHERS ADDITION  
CAB. E. PG. 166  
P.R.D.C.T.

MARSAM ENTERPRISES, INC.  
CALLED 0.622 ACRES  
DOC. NO. 2013-72384  
O.R.D.C.T.



01/3/17

CONC. CURB  
EDGE OF CONC.  
CHAIN LINK FENCE  
EDGE OF CONC.  
STORAGE TRAILER  
CONC.  
X-TIE  
RETAIN WALL

NORTH LINE  
EAGLE DRIVE

MARSAM ENTERPRISES, INC.  
CALLED 0.622 ACRES  
DOC. NO. 2013-72384  
O.R.D.C.T.

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 00°53'33" W	7.39'
L2	S 89°12'52" E	93.73'
L3	S 01°56'17" W	7.66'
L4	N 89°02'49" W	93.36'
L5	N 01°56'17" E	13.32'
L6	S 00°53'33" E	29.61'

SEE PAGE 4 OF 4  
FOR LEGEND & NOTES

EXHIBIT "B"

0.016 ACRE TRACT

SITUATED IN THE  
WILLIAM LOVING SURVEY ABSTRACT NO. 759  
CITY OF DENTON, DENTON COUNTY, TEXAS

NOVEMBER 2017

PAGE 2 OF 3



teague nail & perkins

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Denton, Texas 76205  
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	POWER POLE
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*Marvin King*

11/3/17

## 0.016 ACRE TRACT

BEING SITUATED IN THE  
WILLIAM LOVING SURVEY ABSTRACT NO. 759  
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### EXHIBIT "B"

NOVEMBER 2017

PAGE 3 OF 3



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