

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 _____ (herein called "Grantee"), whose mailing address is _____, 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 _____ (the "Easement") in, along, upon, under, over, and across the Property, situated in Denton County, Texas, as described and depicted on Exhibit "A" and Exhibit "B," respectively (the "Easement Property").

Grantor herein grants and 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:

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 _____, 2018 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:

Paul Williamson, Real Estate Manager
City of Denton
901-A Texas Street
Denton, TX 76209