

9-9-04

**SPECIAL WARRANTY DEED
AND
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS**

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

ROBSON DENTON DEVELOPMENT, LP, an Arizona limited partnership (“Grantor”), for and in consideration of the sum of \$10.00 and other valuable consideration paid to Grantor by the City of Denton, Texas, a home rule municipal corporation (“Grantee”), has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, to Grantee all of that certain approximate 16. ___ acre tract or parcel of real property, together with appurtenances thereon and improvements thereto, including all right, title and interest in all adjacent public streets and rights-of-way, more particularly described as Lot __, Block __, of the Robson Ranch Conveyance Plat, according to the plat thereof recorded in cabinet __, page __ of the Map and Plat Records of Denton County, Texas (the “Property” or “Conveyance Plat”).

Grantor hereby reserves to itself and its successors and assigns all oil, gas and other minerals in or under the Property or that may be produced from the Property, except however, such reservation does not include the right to enter upon or use the surface of the Property (the “Mineral Reservation”).

THIS CONVEYANCE IS MADE SUBJECT TO all of the following (the “Permitted Encumbrances”): (a) all covenants, conditions, restrictions, easements and other matters that appear of record in the Real Property Records of Denton County, Texas, except for debts and liens which Grantor expressly covenants to Grantee that the Property is being conveyed free and clear of; (b) all matters that are apparent by an inspection or survey of the Property; (c) the covenants, restrictions, and easements set forth below (collectively, the “Restrictions”); and (d) the Mineral Reservation.

This conveyance is made subject to the following Restrictions, each of which is for, and shall inure to the benefit of, Grantor, as developer of the Robson Ranch Resort Community and shall pass with and be binding upon the Property, the Grantee, its successors and assigns:

1. The Property shall be used for Park and Recreation purposes.
2. No above ground improvements, including but not limited to tennis courts or basketball courts shall be placed on the Property within fifty feet of the south and west boundaries of the Property.
3. There is hereby reserved to Grantor an easement for drainage, water retention and water detention purposes at the southeasterly corner of the

Property as more particularly described on the Conveyance Plat (the "Drainage Easement").

4. There is hereby reserved to Grantor a slope and grading easement within twenty five feet of the south and west boundaries of the Property as more particularly described on the Conveyance Plat (the "Slope Easement").
5. Before entering upon the Drainage Easement and Slope Easement to perform any work Grantor shall notify Grantee in writing and submit to Grantee all written plans for such work, which are subject to approval of Grantee, which approval will not be unreasonably withheld.

The purpose of the foregoing Restrictions is to ensure the quality, development, and use of the Robson Ranch property and other residential areas owned or developed by Grantor in the vicinity of the Property, and to enhance and protect the value, desirability and attractiveness of such properties.

TO HAVE AND TO HOLD the Property unto Grantee, its successors and assigns forever, and Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND title to the Property unto Grantee, its successors and assigns against every person whomsoever claim by, through or under Grantor, but not otherwise, subject to the Permitted Encumbrances.

IN WITNESS WHEREOF, Grantor has executed this instrument as of the ____ day of _____, 2004.

ROBSON DENTON DEVELOPMENT, LP,
An Arizona limited partnership

By: **Denton Property Management Company,**
an Arizona corporation, doing business in
Texas as Robson Denton Management
Company, its sole general partner

By: _____
Name:
Title:

ACCEPTANCE

The City of Denton, Texas, Grantee, hereby accepts the foregoing conveyance and agrees to be bound by the covenants, restrictions, reservations and easements set forth therein.

IN WITNESS WHEREOF, Grantee has executed this instrument as of the ____ day of _____, 2004.

THE CITY OF DENTON, TEXAS

By: _____
Michael A. Conduff, City Manager

ATTEST:
JENNIFER WALTERS, CITY SECRETARY

By: _____

APPROVED AS TO LEGAL FORM:
HERBERT L. PROUTY, CITY ATTORNEY

By: _____

ACKNOWLEDGEMENTS

STATE OF ARIZONA §
 §
COUNTY OF MARICOPA §

This instrument was acknowledged before me on the ___ day of _____, 2004, by _____, the _____ of Denton Property Management Company, an Arizona corporation doing business in Texas as Robson Denton Management Company, the sole general partner of Robson Denton Development. LP, and Arizona limited partnership, on behalf of said limited partnership.

Notary Public, State of Arizona

My commission expires:

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on the ___ day of _____, 2004, by Michael A. Conduff, the City Manager of the City of Denton, Texas, a home rule municipal corporation, on behalf of said municipality.

Notary Public, State of Texas

My commission expires: