

RESOLUTION NO. 4198

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS, AUTHORIZING THE DONATION OF 428 E. WOODARD TO HABITAT FOR HUMANITY OF GRAYSON COUNTY FOR THE PUBLIC PURPOSE OF AFFORDABLE HOUSING AND CONTAINING A REVERTER CLAUSE IN FAVOR OF THE CITY IF THE PUBLIC PURPOSE IS NOT TIMELY FULFILLED; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Denison wishes to donate a lot, located at 428 E. Woodard, Denison, Texas to Habitat for Humanity of Grayson County; and

WHEREAS, the donation deed for the lot requires the public purpose of affordable housing to be fulfilled by Habitat for Humanity of Grayson County and ensure protection of the public property by ownership reverting back to the City if the public purpose is not timely achieved; and

WHEREAS, the City Council of the City of Denison finds the donation of the lot to serve a public purpose and to be of benefit to the City of Denison and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS:

Section 1. The above findings are incorporated as legislative findings as if fully set forth herein. The City of Denison is authorized to donate the lot, located at 428 E. Woodard, Denison, Texas to Habitat for Humanity of Grayson County, and such donation serves a public purpose.

Section 2. City Council hereby authorizes the Interim City Manager to execute the Special Warranty Donation Deed with a reversion to protect the public purpose, attached hereto as **Exhibit A**, and to execute all documents at closing necessary to complete the transfer of the property to Habitat for Humanity of Grayson County . All closing costs shall be paid by Habitat for Humanity of Grayson County.

Section 3. That this Resolution takes effect immediately upon its adoption.

PASSED AND APPROVED on this the 21st day of April 2025.



ROBERT CRAWLEY, Mayor

ATTEST:



Christine Wallentine, City Clerk



EXHIBIT A—FORM OF DONATION 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.

AFTER RECORDING RETURN TO:

City of Denison
Attn: City Clerk
300 W. Main St.
Denison, Texas 75020

**CITY OF DENISON
SPECIAL WARRANTY DONATION DEED**

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

That City of Denison, a Texas limited liability company (hereinafter called "**Grantor**"), for the consideration more specifically described hereinbelow, has **GRANTED, GIVEN and CONVEYED** and by these presents does **GRANT, GIVE and CONVEY**, unto the Habitat for Humanity of Grayson County (hereinafter called "**Grantee**"), whose mailing address is 901 N. Grand Ave., Sherman, TX 75090, and its successors and assigns, that certain tract or parcel of land situated in the County of Grayson, State of Texas, described as follows, to wit (the "**Property**"), the real property as described in **Exhibit A**, attached hereto and incorporated herein for all purposes.

CONSIDERATION. This conveyance is a donation from Grantor to Grantee in consideration of Grantor's desire for Grantee to develop the property, use, and convey the Property for the specific public purpose of reducing homelessness and enabling Denison residents to achieve financial independence and obtain housing or achieve homestead-based home ownership.

This conveyance is made by Grantor and accepted by Grantee subject to: (a) all easements, whether expressed or implied, restrictions, covenants, agreements, encumbrances, encroachments and other matters that are either of public record or are otherwise disclosed by any such matters of record, to the extent the same are validly existing and applicable to the Property on or about the date of this Deed; (b) all matters that would be disclosed by a current and accurate ALTA/ACSM Land Title survey of the Property, prepared and certified on or about the date of this Deed, (c) the rights of adjoining owners in any walls and fences situated on a common boundary, if any; any discrepancies, conflicts or shortages in area or boundary lines; any encroachments, protrusions or overlapping of improvements, if any, affecting the Property; any building set back lines affecting the Property; and (d) and any zoning laws and regulations and ordinances of municipal and other governmental authorities, if any, affecting the Property (the "**Permitted Exceptions**").

The above conveyance is made subject to a right of reversion [which right of reversion shall expire on the date forty-two (42) months from the date hereof unless otherwise earlier expiring by its terms], and Grantor may elect to exercise the right of reversion in accordance with this instrument upon the failure or cessation of any of the following conditions (individually, a "**Reversion Condition**", collectively, the "**Reversion Conditions**"): (a) the Grantee fails to obtain a building permit from the City of Denison to construct a single-family home with a one-car (or larger) garage on the Property (hereinafter the "**Residence**") within twenty-four (24) months of the date this deed is executed by Grantor; and/or (b) the Grantee fails to complete the construction of the Residence and convey ownership of the Residence to a person qualified to receive the Residence under Grantee's policies and such qualified person is residing in the Residence within thirty-six (36) month of the date this deed is executed by Grantor. This limitation shall be binding upon and is to be observed by Grantee, its successors and assigns, and shall run in favor of and be enforceable by Grantor and its successors and assigns until its expiration hereunder. If the Reversion Conditions are timely met, Grantor shall record a release of the Reversion Conditions in the land records of Grayson County upon request of Grantee/Owner.

If any of the Reversion Conditions cease to be timely met, or Grantee, as the owner of the Property or its successors or assigns ("**Grantee/Owner**"), is planning or desires to cease compliance with the Reversion Conditions, Grantee/Owner shall immediately deliver written notice to Grantor at the address set forth below of the specific facts causing such Reversion Conditions to no longer be met or an explanation for the plan or desire to cease compliance with the Reversion Conditions, and Grantor shall be entitled to take immediate possession of the Property and all improvements thereon and record in the real property records of Grayson County, Texas, an instrument confirming that title to the Property has reverted to Grantor or its successors and assigns. After recordation of the required instrument in the property records of Grayson County, Texas, Grantor shall have title to the Property and the right to re-take possession of the Property and all improvements thereon free and clear of any claims whatsoever of Grantee/Owner to the Property and all improvements thereon, without the need of any court action. Grantee/Owner agrees, upon demand, to execute, acknowledge and deliver to Grantor any and all instruments requested by Grantor to confirm or evidence the reversion of the Property and all improvements thereon to Grantor.

If any of the Reversion Conditions cease to be timely met and Grantee/Owner does not send written notice to Grantor, then Grantor shall provide written notice to Owner of its intent to exercise its right of reversion ("**Notice**") and Grantor shall be entitled to take immediate possession of the Property and all improvements thereon, subject to Grantee/Owner's notice of contest received by Grantor within fourteen (14) days of the date of Grantee's Notice, and to record in the property records of Grayson County, Texas, an instrument confirming that title to the Property has reverted to Grantor. Until and unless such instrument is so recorded, Grantor shall be deemed not to have elected to exercise its right of reverter hereunder. After recordation of the required instrument in the property records of Grayson County, Texas, Grantor shall have title to the Property and all improvements thereon and the right to re-take possession of the Property free and clear of any claims whatsoever of Grantee/Owner to the Property and all improvements thereon, without the need of any court action. Grantee/Owner agrees, upon demand, to execute, acknowledge and deliver to Grantor any and all instruments requested by Grantor to confirm or evidence the reversion of the Property and all improvements thereon to

Grantor; provided, however, that Grantee/Owner will have 14 days after the date of Notice as set forth herein to contest Grantor's right to exercise the right of reverter.

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, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property, unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise, subject however to the Permitted Exceptions.

GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR HAS NOT MADE, AND GRANTOR HEREBY SPECIFICALLY DISCLAIMS, ANY REPRESENTATION OR WARRANTY OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, WITH RESPECT TO THE PROPERTY TO BE CONVEYED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE EXCEPT FOR AND OTHER THAN THE SPECIAL WARRANTY OF TITLE CONTAINED IN THIS DEED (IF ANY), ZONING, PHYSICAL OR ENVIRONMENTAL CONDITION, UTILITIES, VALUATION, THE COMPLIANCE OF THE PROPERTY WITH GOVERNMENTAL LAWS, OR ANY OTHER MATTER OR THING REGARDING THE PROPERTY. GRANTEE AGREES TO ACCEPT THE PROPERTY AND ACKNOWLEDGES THAT THE CONVEYANCE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE BY GRANTOR ON AN "AS IS, WHERE IS, AND WITH ALL FAULTS" BASIS. GRANTEE ACKNOWLEDGES THAT GRANTEE HAS MADE ITS OWN INDEPENDENT INVESTIGATION OF THE PROPERTY. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE EXECUTION HEREOF BY GRANTOR AND THE RECORDATION HEREOF IN THE OFFICIAL PUBLIC RECORDS OF GRAYSON COUNTY, TEXAS.

GRANTEE'S AGREEMENT TO, AND ACKNOWLEDGMENT OF, THE VARIOUS MATTERS SPECIFIED IN THIS SPECIAL WARRANTY DONATION DEED INCLUDING, WITHOUT LIMITATION, THE OWNERSHIP AND MAINTENANCE OF THE PROPERTY BY THE UNDERSIGNED, SHALL BE CONCLUSIVELY EVIDENCED BY GRANTEE'S ACCEPTANCE HEREOF.

[The remainder of this page is intentionally left blank]

EXECUTED, this the _____ day of _____, 2025.

GRANTOR:

City of Denison,

By: _____
Bobby Atteberry, Interim City Manager

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

This Instrument was acknowledged before me on the _____ day of _____, 2025, by _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity as _____ of Habitat for Humanity of Grayson County, a Texas non-profit corporation, on behalf of said company, for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this ___ day of _____, 2025.

Notary Public Signature

[Grantee acceptance on following page]

ACCEPTANCE BY GRANTEE

Grantee hereby joins in the execution of this Special Warranty Deed to evidence its acceptance of the terms and conditions set forth above, including but not limited to the right of reverter.

Habitat for Humanity of Grayson County, a Texas nonprofit agency

By: _____

Print Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF GRAYSON §

This instrument was acknowledged before me on the __ day of _____, 2025 by _____, _____, Habitat for Humanity of Grayson County as its duly authorized representative.

Notary Public for the State of Texas

My Commission Expires: _____

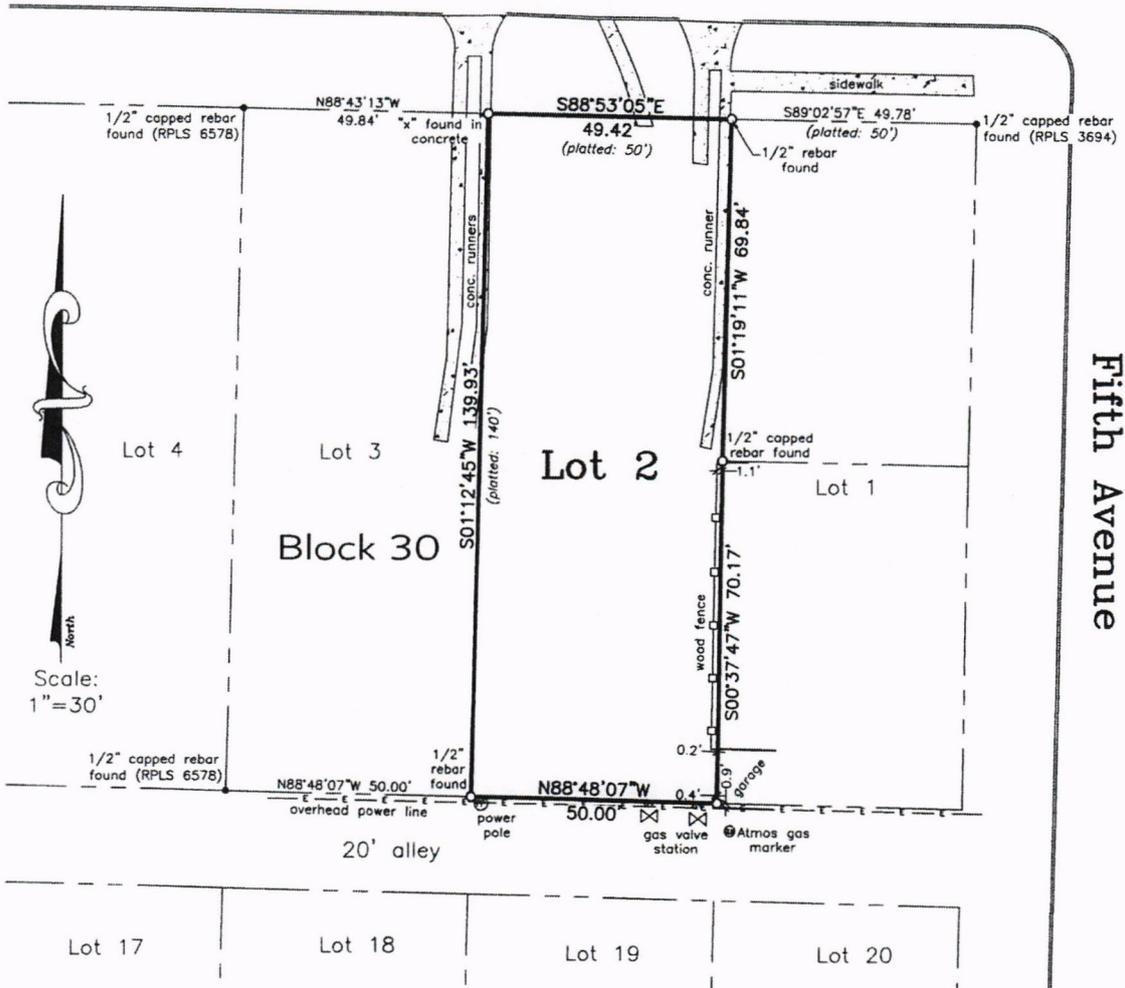
Exhibit A

Lot 2, Block 30, Perry's First Addition to the City of Denison, Texas, as per plat of record in Volume 149, Page 112, Deed Records, Grayson County, Texas.

Bearing Base: State Plane Coordinate System of NAD83, North Central Texas Central Zone per GPS observations. All distances are in grid distances.

Woodard Street

a public street - asphalt paving



Scale: 1"=30'

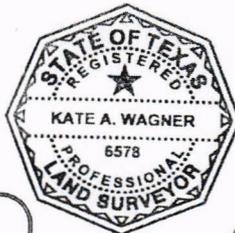
Owner: City of Denison
 Address: 428 E. Woodard Street
 Denison, Texas

This survey is for the sole benefit of the Owners stated hereon and is null and void for any other transaction. Any unauthorized use of this survey without the sole consent of the undersigned surveyor will infringe upon state and federal copyright statutes. Any violation of said statutes will be aggressively pursued.

I, Kate A. Wagner, Registered Professional Land Surveyor, do hereby certify that a survey was performed on the ground of the property shown hereinabove and that this survey complies with the current Texas Society of Professional Surveyors Manual of Practice for a Category 1A, Condition 3, TSPS Land Title Survey and is a true and correct representation of the property shown hereon to the best of my knowledge and belief.

Legal Description is as follows: Lot 2, Block 30, Perry's First Addition to the City of Denison, Texas, as per plat of record in Volume 149, Page 112, Deed Records, Grayson County, Texas.

The subject property shown hereon does not lie within the limits of any designated 100-year Flood Hazard Areas, as shown on the "FEMA" Flood Insurance Rate Map for Grayson County, Texas, Map No. 48181C0170 F, Revised Date: September 29, 2010.



Job No. AGD671024

Helvey-Wagner Surveying, Inc.
 222 W. Main St., Denison, Texas 75020
 Phone (903) 463-6191
 Email: kate@helveywagnersurveying.net
 TBPELS Firm Registration No. 10088100

Kate A. Wagner
 Kate A. Wagner, R. P. L. S. No. 6578
 Copyright Date: October 23, 2024