

TEMPORARY CONSTRUCTION EASEMENT

**STATE OF TEXAS §
 §
COUNTY OF TARRANT §**

KNOW ALL MEN BY THESE PRESENTS:

That we, the Keller Independent School District (Grantor), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, have granted, sold, and conveyed, and by these presents do grant, sell, and convey to BBC Meadows, L.P., (Grantee) a temporary construction easement for the purpose of installing, preparing, maintaining, altering, replacing, repairing, modifying, and operating drainage improvements and facilities in, into, upon, over, across, or under that land in Tarrant County, Texas described as follows, to-wit:

SEE EXHIBITS "A" AND "B" ATTACHED HERETO

Grantor covenants and agrees that Grantee shall have the right to enter upon the easement property for the purposes of installing, preparing, maintaining, altering, replacing, repairing, modifying, and operating the drainage improvements and facilities that are shown and reflected in the attached Exhibit "C," which is incorporated herein by reference, and for only such purposes. Save and except for such purposes, Grantee shall have no other right, privilege, permission, or easement to enter upon said property.

The term of this easement shall extend until completion of construction and installation of the drainage improvements and facilities shown in Exhibit "C," but shall not exceed 180 days from the date of this agreement.

The drainage improvements and facilities to be constructed by BBC Meadows, L.P. under this Temporary Construction Easement are to be reviewed by the City of Fort Worth upon completion. Upon acceptance of the drainage improvements and facilities by the City of Fort Worth,

Grantor shall execute a permanent flood plain easement to the City of Fort Worth. The form of such easement is attached hereto as Exhibit "D." The City of Fort Worth is a third-party beneficiary of this Temporary Construction Easement and has accepted that status, as reflected by its signature on Exhibit "E," which is attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the above described easement for the term stated herein, together with all and singular, the rights and appurtenances thereto, anywise belonging unto Grantee, its successors, and assigns; and we do hereby bind ourselves, our heirs and assigns, to warrant and to forever defend all and singular the premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim to same or any part thereof.

EXECUTED this the _____ day of _____, 2004.

Richard Walker, President
Keller Independent School District
Board of Trustees

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority in and for said Tarrant County, Texas, on this day personally appeared RICHARD WALKER, President of Keller Independent School District Board of Trustees, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2004.

My Commission Expires:

177481

Notary Public in and for the State of Texas

Type or Print Notary's Name

EXHIBIT A

PROPERTY DESCRIPTION

BEING a portion of a tract of land situated in the Jesse Billingsley Survey, Abstract No. 70, Tarrant County, Texas, and being a portion of a tract of land described in a deed to Keller Independent School District recorded in Volume 8402, Page 35, Deed Records Tarrant County, Texas, said tract of land being more particularly described by metes and bounds as follows;

BEGINNING at a P.K. Nail with shiner set in asphalt (control monument) in the centerline of County Road 4033 (Keller-Hicks Road) being the Northeast corner of said School tract and being the most Northerly Northwest corner of a tract of land described in a deed to Guy C. Browning and wife Minnie L. Browning recorded in Volume 6249, Page 859, Deed Records, Tarrant County, Texas;

THENCE South 00 degrees 01 minutes 05 seconds East along the East line of said School tract and a Westerly line of said Browning tract a distance of 800.00 feet to a one (1) inch steel rod found (control monument) for the Southeast corner of said Keller I.S.D. tract;

THENCE West (reference bearing per said Keller I.S.D. deed) along the South line of said Keller I.S.D. tract, a distance of 381.69 feet to a point for corner;

THENCE North 00 degrees 01 minutes 05 seconds West a distance of 482.14 feet to a point for corner;

THENCE North 26 degrees 41 minutes 15 seconds West, a distance of 67.52 feet to a point for corner;

THENCE North 00 degrees 01 minutes 05 seconds West a distance of 257.54 feet to a point for corner in the centerline of said County Road 4033 (Keller-Hicks Road) being on the North line of said School tract;

THENCE East along the North line of said School tract and the centerline of said Road a distance of 412.00 feet to the POINT OF BEGINNING and containing 7.210 Acres of Land.

SURVEYOR'S CERTIFICATION

To the best of my knowledge, information, and belief, the plat hereon is a correct representation of the property as determined by a survey made on the ground October 18, 2002, the lines and dimensions of said property being as indicated by the plat. The distance to permanent monuments is as shown on said plat.

By: Huitt-Zollars, Inc.



Darren G. Williams
Registered Professional Land Surveyor
No. 5608

Dated: 04-30-04



DATE: 04-30-04
DRAWN BY: K.D.E.
CHECKED BY: D.G.W.
PROJ. NO. 03-0789.04
FILES NAMES:
0879TCEDE7.DGN
0879TCEDE7S.DGN

TEMPORARY CONSTRUCTION
EASEMENT

SHEET: 1 of 2

HUITT-ZOLLARS

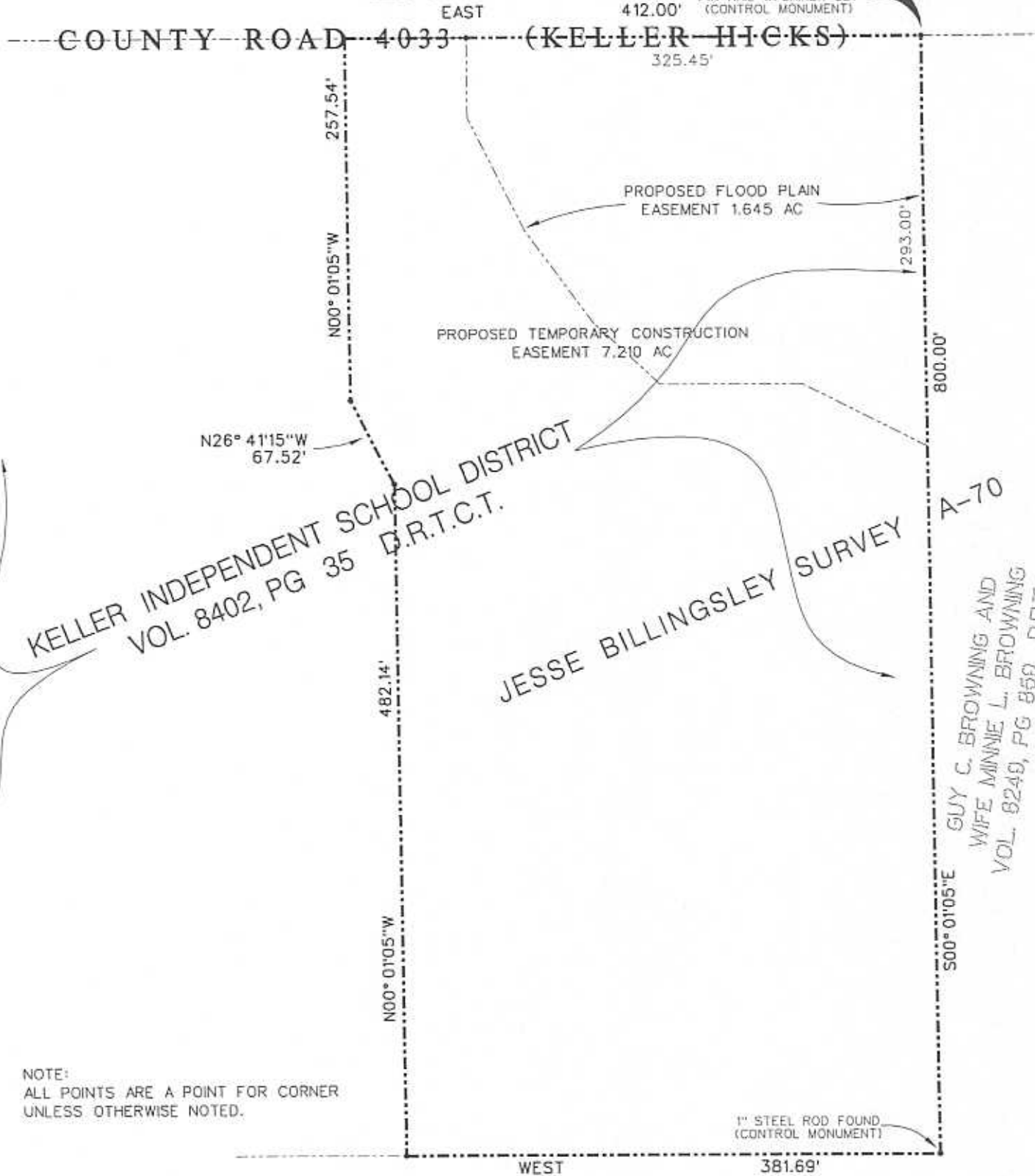
Huitt-Zollars, Inc. Engineering/Architecture
500 W. 7th St., Unit No. 23 Fort Worth, Texas 76102
Phone (817) 335-9000 Fax (817) 335-1025

NO.	REVISION	DATE
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EXHIBIT B

POINT OF BEGINNING
P.K. NAIL W/SHINER SET
(CONTROL MONUMENT)



NOTE:
ALL POINTS ARE A POINT FOR CORNER
UNLESS OTHERWISE NOTED.



DATE: 04-30-04
SCALE: 1=100'

DATE: 04-30-04
DRAWN BY: K.D.E.
CHECKED BY: D.G.W.
PROJ. NO. 03-0789.04
FILES NAMES:
0879TCEDE7.DGN
0879TCEDE7S.DGN

TEMPORARY CONSTRUCTION
EASEMENT

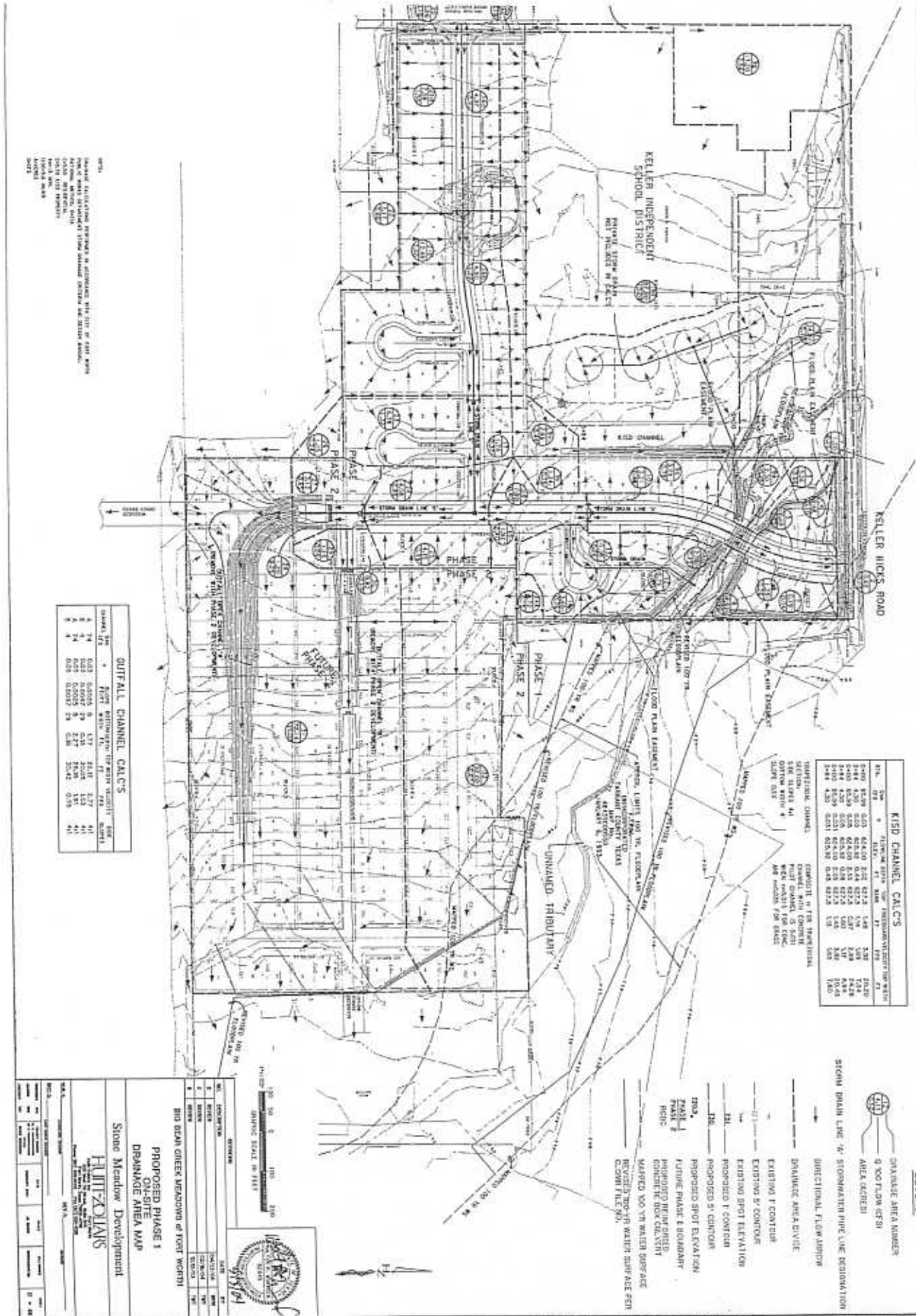
SHEET: 2 of 2

HUETT-ZOLLARS

Huett-Zollars, Inc. Engineering/Architecture
500 W. 7th St., Unit No. 23 Fort Worth, Texas 76102
Phone (817)335-3000 Fax (817)335-1025

NO.	REVISION	DATE

Exhibit "C"



OUTFALL CHANNEL CALC'S

CHANNEL SIZE	FLOW	VELOCITY	DEPTH	WATER SURFACE ELEVATION	CHANNEL BOTTOM ELEVATION	CHANNEL SLOPE	CHANNEL LENGTH	CHANNEL AREA	CHANNEL PERIMETER	CHANNEL VELOCITY	CHANNEL FLOW
36"	0.03	0.0000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
42"	0.03	0.0000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
48"	0.03	0.0000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
54"	0.03	0.0000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60"	0.03	0.0000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
66"	0.03	0.0000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
72"	0.03	0.0000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
78"	0.03	0.0000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
84"	0.03	0.0000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
90"	0.03	0.0000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
96"	0.03	0.0000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
102"	0.03	0.0000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
108"	0.03	0.0000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
114"	0.03	0.0000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
120"	0.03	0.0000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

KISSO CHANNEL CALC'S

SECTION	LENGTH	AREA	PERIMETER	VELOCITY	FLOW
100	100	100	100	100	100
101	100	100	100	100	100
102	100	100	100	100	100
103	100	100	100	100	100
104	100	100	100	100	100
105	100	100	100	100	100
106	100	100	100	100	100
107	100	100	100	100	100
108	100	100	100	100	100
109	100	100	100	100	100
110	100	100	100	100	100
111	100	100	100	100	100
112	100	100	100	100	100
113	100	100	100	100	100
114	100	100	100	100	100
115	100	100	100	100	100
116	100	100	100	100	100
117	100	100	100	100	100
118	100	100	100	100	100
119	100	100	100	100	100
120	100	100	100	100	100

PROPOSED PHASE 1 ON-SITE DRAINAGE AREA MAP

Stone Meadows Development

HUNTZMANN

11111 W. HUNTZMANN DRIVE, SUITE 100, FORT WORTH, TEXAS 76116

PH: 817.339.1111 FAX: 817.339.1112

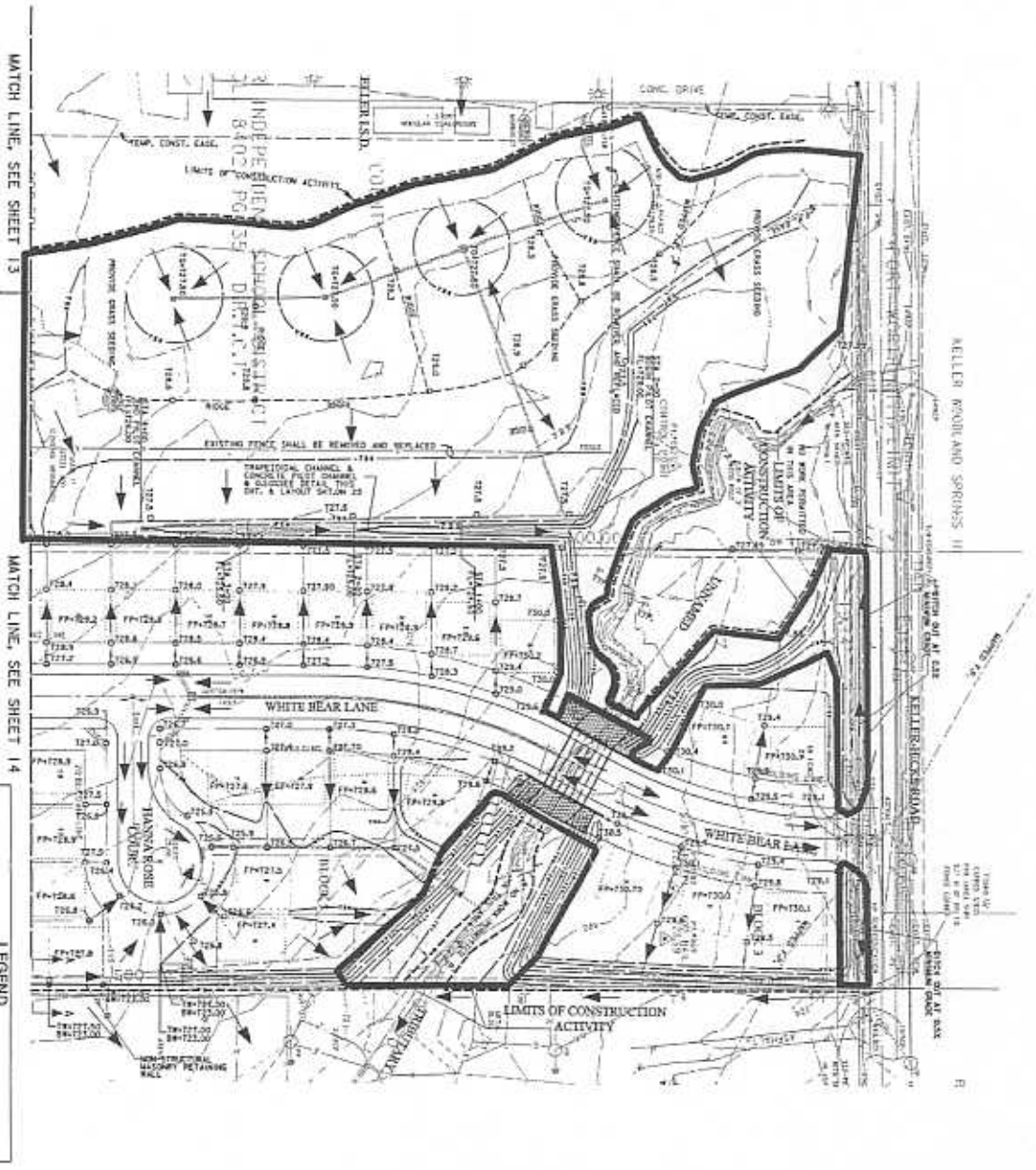
WWW.HUNTZMANN.COM

DATE: 01/11/2011

SCALE: AS SHOWN

PROJECT NO: WL - P163-06016301529

SS - P173-070173013131



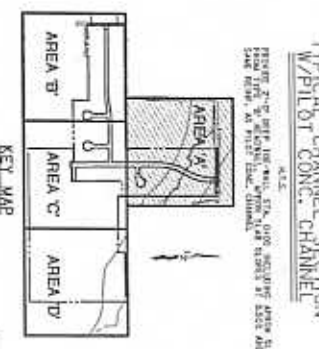
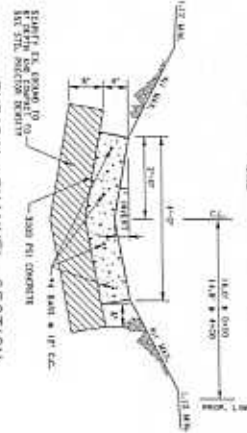
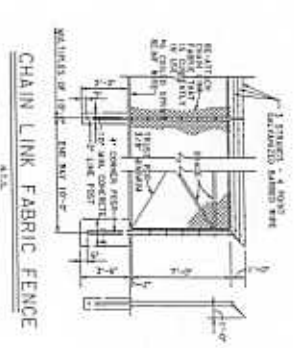
1. BEFORE CONSTRUCTION AND CONSTRUCTION ACTIVITIES ARE BEGUN, THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING THE ADJACENT PROPERTY OWNERS AND THE CITY OF FORT WORTH OF THE PLANNED CONSTRUCTION AND THE NEARBY PROPERTY OWNERS SHALL BE RESPONSIBLE FOR NOTIFYING THE ADJACENT PROPERTY OWNERS OF THE CONSTRUCTION ACTIVITIES. THIS NOTIFICATION SHALL BE IN WRITING AND SHALL BE DELIVERED AT THE LIMIT LINE.
2. SCOPE EMPLOYMENT AT EACH MAXIMUM.

MATCH LINE, SEE SHEET 13

MATCH LINE, SEE SHEET 14

SYMBOL	DESCRIPTION	PROPOSED
---	LINE AND CURVE	TL
---	PROPERTY LINE	PL
---	ADJACENT PROPERTY LINE	APL
---	ADJACENT PROPERTY LINE	APL
---	ADJACENT PROPERTY LINE	APL
---	ADJACENT PROPERTY LINE	APL
---	ADJACENT PROPERTY LINE	APL
---	ADJACENT PROPERTY LINE	APL

- GENERAL NOTES
1. HANNASBROE AND CONSTRUCTION ACTIVITIES ARE BEGUN, THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING THE ADJACENT PROPERTY OWNERS AND THE CITY OF FORT WORTH OF THE PLANNED CONSTRUCTION AND THE NEARBY PROPERTY OWNERS SHALL BE RESPONSIBLE FOR NOTIFYING THE ADJACENT PROPERTY OWNERS OF THE CONSTRUCTION ACTIVITIES. THIS NOTIFICATION SHALL BE IN WRITING AND SHALL BE DELIVERED AT THE LIMIT LINE.
 2. SCOPE EMPLOYMENT AT EACH MAXIMUM.
 3. BEFORE CONSTRUCTION AND CONSTRUCTION ACTIVITIES ARE BEGUN, THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING THE ADJACENT PROPERTY OWNERS AND THE CITY OF FORT WORTH OF THE PLANNED CONSTRUCTION AND THE NEARBY PROPERTY OWNERS SHALL BE RESPONSIBLE FOR NOTIFYING THE ADJACENT PROPERTY OWNERS OF THE CONSTRUCTION ACTIVITIES. THIS NOTIFICATION SHALL BE IN WRITING AND SHALL BE DELIVERED AT THE LIMIT LINE.
 4. BEFORE CONSTRUCTION AND CONSTRUCTION ACTIVITIES ARE BEGUN, THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING THE ADJACENT PROPERTY OWNERS AND THE CITY OF FORT WORTH OF THE PLANNED CONSTRUCTION AND THE NEARBY PROPERTY OWNERS SHALL BE RESPONSIBLE FOR NOTIFYING THE ADJACENT PROPERTY OWNERS OF THE CONSTRUCTION ACTIVITIES. THIS NOTIFICATION SHALL BE IN WRITING AND SHALL BE DELIVERED AT THE LIMIT LINE.
 5. BEFORE CONSTRUCTION AND CONSTRUCTION ACTIVITIES ARE BEGUN, THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING THE ADJACENT PROPERTY OWNERS AND THE CITY OF FORT WORTH OF THE PLANNED CONSTRUCTION AND THE NEARBY PROPERTY OWNERS SHALL BE RESPONSIBLE FOR NOTIFYING THE ADJACENT PROPERTY OWNERS OF THE CONSTRUCTION ACTIVITIES. THIS NOTIFICATION SHALL BE IN WRITING AND SHALL BE DELIVERED AT THE LIMIT LINE.



GRADING PLAN
(INCLUDING MIBD)

Stout Meadows Development
HUNTZMANS

PROJECT NO. WL - F163-060163015129
SS - P173-070173013131

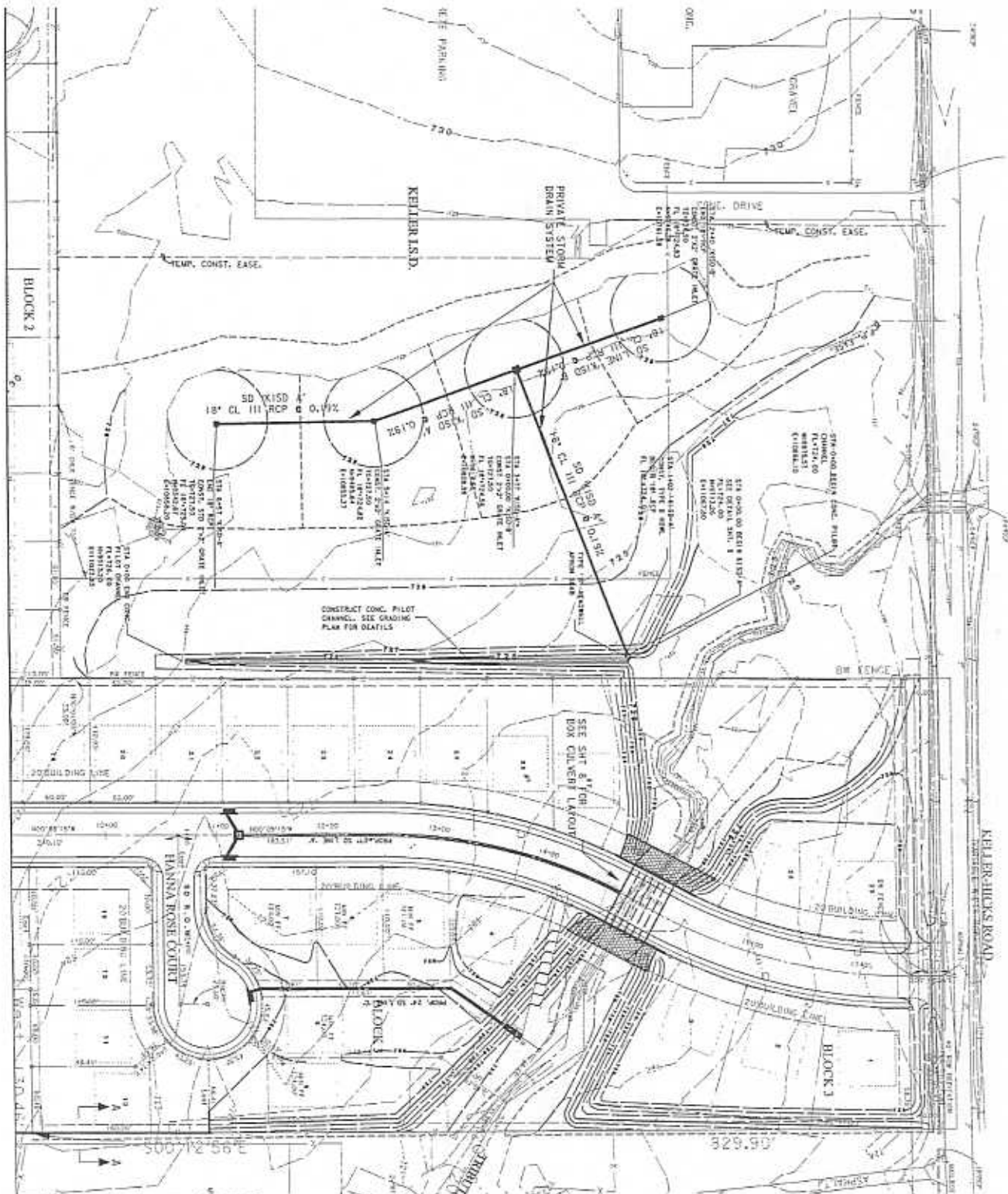
DATE: 10/15/2009

SCALE: 1" = 40'

Big Bear Creek Meadows of Fort Worth

PROJECT NO: WL - F163-060163015129
SS - P173-070173013131

DOE No. 4207
FILE No. W-1304



REVISION		DATE	BY
1	CONSTRUCTION		
2	OWNER		
3	DATE		

BID DRAIN CREEK MEADOWS OF FORT WORTH
 STORM DRAIN PLAN
 LINES M15D-A AND M15D-B

Stone Meadow Development
HITZIGLIANS
 ENGINEERS, ARCHITECTS & PLANNERS
 1000 W. 10TH STREET, SUITE 1000
 FORT WORTH, TEXAS 76102



GENERAL NOTES

- THE DRAIN PLAN ON THE SUBMITTER'S SITE SHALL BE ORDERED BY THE OWNER. THE DRAIN PLAN SHALL BE ORDERED BY THE OWNER. THE DRAIN PLAN SHALL BE ORDERED BY THE OWNER. THE DRAIN PLAN SHALL BE ORDERED BY THE OWNER.
- STORM DRAIN LINES ON THE SUBMITTER'S SITE SHALL BE ORDERED BY THE OWNER. THE DRAIN PLAN SHALL BE ORDERED BY THE OWNER. THE DRAIN PLAN SHALL BE ORDERED BY THE OWNER.

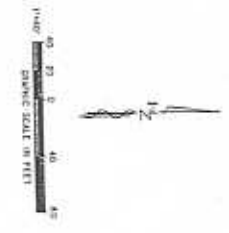


Exhibit "D"

FLOOD PLAIN EASEMENT

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

That We, KELLER INDEPENDENT SCHOOL DISTRICT ("Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, have granted, sold and conveyed, and by these presents do grant, sell and convey to the City of Fort Worth (Grantee") a permanent, exclusive and perpetual easement for the purpose of installing, repairing, maintaining, altering, replacing, or operating drainage facilities in, into, upon, over, across, or under that land in Tarrant County, Texas, described as follows, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO (FIELD NOTES OF THE SUBJECT EASEMENT PROPERTY) AND EXHIBIT "B" (SURVEY) HEREIN AFTER REFERRED TO AS "PROPERTY".

The further covenant, consideration, and condition is that the following restrictions shall in all things be observed, followed, and complied with:

- (a) The above-described realty, or any part thereof, shall not be used in the operation of, or in the conjunction with, any school or other institution of learning, study or instruction which discriminates against any person because of race, color, or national origin,

regardless of whether such discrimination be effected by design or otherwise.

- (b) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school nor other institution of learning, study or instruction which creates, maintains reinforces, renews, or encourages, or which tends to create, maintain, reinforce, renew or encourage a dual school system. These restrictions and conditions shall be binding upon Grantee, its successors and assigns, for a period of fifty (50) years from the date hereof.

The foregoing restrictions and other covenants hereafter set out are covenants running with the land, and each and every parcel thereof, and shall be fully binding upon any person, firm, partnership, corporation, trust, church, club, governmental body, or other organization or entity whatever (whether private or governmental in nature), without limitation, hereafter acquiring any estate, title, interest or property in said land, whether by descent, devise, purchase or otherwise; and no act or omission upon the part of Grantor herein, its successors and assigns, shall be a waiver of the operation or enforcement of such restrictions; but neither restriction shall be construed to be a condition subsequent or special limitation on the estate thereby conveyed.

It is further covenanted, that third party beneficiaries of the restrictions set forth above shall be as follows:

- (1) As to the restrictions set out in (a) above, any person prejudiced by its violation:
- (2) As to the restrictions set out in (b) above, any public school District or any person prejudiced by its violation; and
- (3) As to either or both of the restrictions set out in (a) and (b) above, the United States of America, as plaintiff, and the American G.I. Forum, the League of United Latin American Citizens (LULAC), and the National Associations for the Advancement of Colored People (NAACP), as intervenors, in U.S. v. Texas, Civil Action No. 5281, Tyler Division, U.S. District Court, Eastern District of Texas; reported in U.S. v. Texas, 321 F. Supp. 1043 (E.D. Tex. 1970); U.S. v. Texas, 330 F. Supp. 235 (E.D. Tex. 1971); aff'd with modifications sub nom. U.S. v. State of Texas and J.W. Edgar, et al, 447 F.2d 441 (5th Cir. 1971); stay den. sub nom, Edgar v. U.S., 404 U.S. 1206 (1971); cert den. 404 U.S. 1016 (1972).

It is further covenanted, that in case of a violation of either or both of the above restrictions, any of the third party beneficiaries above alluded to is authorized and empowered to prosecute proceedings at law or in equity against any person, firm, partnership, corporation, trust, church, club, governmental body

or other organization or entity whatever (whether private or governmental in nature), without limitation;

- (A) To enforce either or both of such restrictions relating to the use of the above-described property;
- (B) To abate or prevent violations of either or both of such restrictions; and
- (C) To recover damages for a breach of either or both of such restrictions.

It is further covenanted, that if any third party beneficiary referred to above shall prosecute proceedings at law or in equity for the aforesaid purposes, such third party beneficiary may recover reasonable attorney's fees from the violator or violators of either or both of such restrictions, if the Court finds that the proceedings were necessary to bring about compliance therewith.

TO HAVE AND TO HOLD the above described easement forever, together with all and singular, the rights and appurtenances thereto, anywise belonging unto Grantee, its successors and assigns; and Grantor does hereby bind itself, its heirs and assigns, to warrant and to forever defend all and singular the Property unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim to same or any part thereof.

TO HAVE AND TO HOLD the privileges aforesaid to Grantee its successors and assigns forever, together with the right, privilege, and obligation at any and all times to enter said Property or any part thereof, for the purpose of constructing, reconstructing, and perpetually maintaining said drainage facilities together with necessary appurtenances inside said permanent easement and for making connections therewith; all upon the condition that the Grantee will at all times, after entering upon said Property and/or doing any work in connection with the construction, reconstruction or repair of said drainage facility, repair any damages to the drainage facility and restore the ground cover on the surface of the easement; and further upon the condition that in the use of the aforesaid rights and privileges herein granted, Grantee will not create a nuisance or do any act that will be detrimental to said premises and that said tract will not be used by Grantee for any other purpose under this grant, except herein provided.

Executed this _____ day of _____, 2004

Grantor, Keller Independent School District
By: _____

Title: _____

THE STATE OF TEXAS §
§

COUNTY OF TARRANT §

BEFORE ME, the undersigned, a Notary Public in and for Tarrant County, Texas, on this day personally appeared _____, President of Keller Independent School District, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (he)(she) executed the same in the capacity indicated, as the act and deed of said corporation, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2004.

Notary Public—State of Texas

EXHIBIT A

PROPERTY DESCRIPTION

BEING a portion of a tract of land situated in the Jesse Billingsley Survey, Abstract No. 70, Tarrant County, Texas, and being a portion of a tract of land described in a deed to Keller Independent School District recorded in Volume 8402, Page 35, Deed Records Tarrant County, Texas, said tract of land being more particularly described by metes and bounds as follows;

BEGINNING at a P.K. Nail with shiner set in asphalt (control monument) in the centerline of County Road 4033 (Keller-Hicks Road) being the Northeast corner of said School tract and being the most Northerly Northwest corner of a tract of land described in a deed to Guy C. Browning and wife Minnie L. Browning recorded in Volume 6249, Page 859, Deed Records, Tarrant County, Texas;

THENCE South 00 degrees 01 minutes 05 seconds East along the East line of said School tract and a Westerly line of said Browning tract a distance of 293.00 feet to a point for corner from which a 1 inch steel rod found (control monument) being the Southeast corner of said School tract and a Northwesterly ell corner of said Browning tract bears South 00 degrees 01 minutes 05 seconds East, a distance of 507.00 feet;

THENCE North 62 degrees 57 minutes 19 seconds West, a distance of 100.48 feet to a point for corner;

THENCE South 89 degrees 58 minutes 54 seconds West, a distance of 100.22 feet to a point for corner;

THENCE North 46 degrees 39 minutes 36 seconds West, a distance of 63.85 feet to a point for corner;

THENCE North 36 degrees 25 minutes 21 seconds West, a distance of 82.04 feet to a point for corner;

THENCE North 26 degrees 42 minutes 00 seconds West, a distance of 90.54 feet to a point for corner;

THENCE North, a distance of 56.62 feet to a point for corner in the centerline of said Road;

THENCE East along the North line of said School tract and the centerline of said Road a distance of 325.45 feet to the POINT OF BEGINNING and containing 71,675 square feet, or 1.645 acres of land.

Basis of bearing is deed recorded in Volume 8402, Page 35, Deed Records, Tarrant County, Texas.

SURVEYOR'S CERTIFICATION

To the best of my knowledge, information, and belief, the plat hereon is a correct representation of the property as determined by a survey made on the ground October 18, 2002, the lines and dimensions of said property being as indicated by the plat. The distance to permanent monuments is as shown on said plat.

By: Huitt-Zollars, Inc.



Darren G. Williams
Registered Professional Land Surveyor
No. 5608



Dated: 02-17-04

DATE: 07-29-03
DRAWN BY: K.D.M.
CHECKED BY: D.G.W.
PROJ. NO. 03-0789.04
FILES NAMES:
0879ESMTDE7.DGN
0879ESMTDE7S.DGN

PROPOSED FLOOD PLAIN
EASEMENT

SHEET: 1 of 2

HUITT-ZOLLARS

Huitt-Zollars, Inc. Engineering/Architecture
500 W. 7th St., Unit No. 23 Fort Worth, Texas 76102
Phone (817)335-3000 Fax (817)335-1025

NO.	REVISION	DATE
1	REVISED EASEMENT	02-02-04
2	REVISED EASEMENT TYPE	02-17-04

EXHIBIT B

COUNTY ROAD 4033 (KELLER-HICKS)

POINT OF BEGINNING
P.K. NAIL W/SHINER FOUND
(CONTROL MONUMENT)

NORTH 56.62'
346.15'

EAST

325.45'

S00° 01'05"E

N26° 42'00"W
90.54'

PROPOSED FLOOD PLAIN
EASEMENT 1.645 AC

N36° 25'21"W
82.04'

N46° 39'36"W
63.85'

100.22'

S89° 58'54"W

100.48'

N62° 57'19"W

293.00'

KELLER INDEPENDENT SCHOOL DISTRICT
VOL. 8402, PG 35 D.R.T.C.T.

JESSE BILLINGSLEY SURVEY

A-70

GUY C. BROWNING AND
WIFE MINNIE L. BROWNING
VOL. 6240, PG 85D D.R.T.C.T.

S00° 01'05"E

507.00'

1" STEEL ROD FOUND
(CONTROL MONUMENT)



NOTE:
ALL POINTS ARE A POINT FOR CORNER
UNLESS OTHERWISE NOTED.

DATE: 07-29-03

SCALE: 1"=100'



GRAPHIC SCALE IN FEET

DATE: 07-29-03
DRAWN BY: K.D.M.
CHECKED BY: D.G.W.
PROJ. NO. 03-0789.04
FILE NAMES:
0879ESMTDE7.DGN
0879ESMTDE7S.DGN

PROPOSED FLOOD PLAIN
EASEMENT

SHEET: 2 of 2

HUITT-ZOLLARS

Hutt-Zollars, Inc. Engineering/Architecture
500 W. 7th St., Unit No.23 Fort Worth, Texas 76102
Phone (817)335-3000 Fax (817)335-1025

NO.	REVISION	DATE
1	REVISED EASEMENT	02-02-04
2	REVISED EASEMENT TYPE	02-17-04

EXHIBIT "E"

ACCEPTANCE BY THIRD-PARTY BENEFICIARY

The City of Fort Worth accepts the benefits due to it under the terms of that certain Temporary Construction Easement Agreement between Keller Independent School District and BBC Meadows, L.P. attached hereto, and approves the form and terms thereof, as well as the form and terms of the Flood Plain Easement attached thereto.

City of Fort Worth
Marc A. Ott
Assistant City Manager

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

BEFORE ME, a Notary Public in and for the State of Texas, on this day personally appeared Marc A. Ott, Assistant City Manager of the City of Fort Worth, Tarrant County, Texas, and acknowledged to me that he executed the same in the capacity herein and on behalf of said City.

My Commission Expires:

Notary Public in and for State of Texas

Type or Print Notary's Name

FLOOD PLAIN EASEMENT

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

That We, KELLER INDEPENDENT SCHOOL DISTRICT ("Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, have granted, sold and conveyed, and by these presents do grant, sell and convey to the City of Fort Worth (Grantee") a permanent, exclusive and perpetual easement for the purpose of installing, repairing, maintaining, altering, replacing, or operating drainage facilities in, into, upon, over, across, or under that land in Tarrant County, Texas, described as follows, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO (FIELD NOTES OF THE SUBJECT EASEMENT PROPERTY) AND EXHIBIT "B" (SURVEY) HEREIN AFTER REFERRED TO AS "PROPERTY".

The further covenant, consideration, and condition is that the following restrictions shall in all things be observed, followed, and complied with:

- (a) The above-described realty, or any part thereof, shall not be used in the operation of, or in the conjunction with, any school or other institution of learning, study or instruction which discriminates against any person because of race, color, or national origin,

regardless of whether such discrimination be effected by design or otherwise.

- (b) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school nor other institution of learning, study or instruction which creates, maintains reinforces, renews, or encourages, or which tends to create, maintain, reinforce, renew or encourage a dual school system. These restrictions and conditions shall be binding upon Grantee, its successors and assigns, for a period of fifty (50) years from the date hereof.

The foregoing restrictions and other covenants hereafter set out are covenants running with the land, and each and every parcel thereof, and shall be fully binding upon any person, firm, partnership, corporation, trust, church, club, governmental body, or other organization or entity whatever (whether private or governmental in nature), without limitation, hereafter acquiring any estate, title, interest or property in said land, whether by descent, devise, purchase or otherwise; and no act or omission upon the part of Grantor herein, its successors and assigns, shall be a waiver of the operation or enforcement of such restrictions; but neither restriction shall be construed to be a condition subsequent or special limitation on the estate thereby conveyed.

It is further covenanted, that third party beneficiaries of the restrictions set forth above shall be as follows:

- (1) As to the restrictions set out in (a) above, any person prejudiced by its violation:
- (2) As to the restrictions set out in (b) above, any public school District or any person prejudiced by its violation; and
- (3) As to either or both of the restrictions set out in (a) and (b) above, the United States of America, as plaintiff, and the American G.I. Forum, the League of United Latin American Citizens (LULAC), and the National Associations for the Advancement of Colored People (NAACP), as intervenors, in U.S. v. Texas, Civil Action No. 5281, Tyler Division, U.S. District Court, Eastern District of Texas; reported in U.S. v. Texas, 321 F. Supp. 1043 (E.D. Tex. 1970); U.S. v. Texas, 330 F. Supp. 235 (E.D. Tex. 1971); aff'd with modifications sub nom. U.S. v. State of Texas and J.W. Edgar, et al, 447 F.2d 441 (5th Cir. 1971); stay den. sub nom, Edgar v. U.S., 404 U.S. 1206 (1971); cert den. 404 U.S. 1016 (1972).

It is further covenanted, that in case of a violation of either or both of the above restrictions, any of the third party beneficiaries above alluded to is authorized and empowered to prosecute proceedings at law or in equity against any person, firm, partnership, corporation, trust, church, club, governmental body

or other organization or entity whatever (whether private or governmental in nature), without limitation;

- (A) To enforce either or both of such restrictions relating to the use of the above-described property;
- (B) To abate or prevent violations of either or both of such restrictions; and
- (C) To recover damages for a breach of either or both of such restrictions.

It is further covenanted, that if any third party beneficiary referred to above shall prosecute proceedings at law or in equity for the aforesaid purposes, such third party beneficiary may recover reasonable attorney's fees from the violator or violators of either or both of such restrictions, if the Court finds that the proceedings were necessary to bring about compliance therewith.

TO HAVE AND TO HOLD the above described easement forever, together with all and singular, the rights and appurtenances thereto, anywise belonging unto Grantee, its successors and assigns; and Grantor does hereby bind itself, its heirs and assigns, to warrant and to forever defend all and singular the Property unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim to same or any part thereof.

TO HAVE AND TO HOLD the privileges aforesaid to Grantee its successors and assigns forever, together with the right, privilege, and obligation at any and all times to enter said Property or any part thereof, for the purpose of constructing, reconstructing, and perpetually maintaining said drainage facilities together with necessary appurtenances inside said permanent easement and for making connections therewith; all upon the condition that the Grantee will at all times, after entering upon said Property and/or doing any work in connection with the construction, reconstruction or repair of said drainage facility, repair any damages to the drainage facility and restore the ground cover on the surface of the easement; and further upon the condition that in the use of the aforesaid rights and privileges herein granted, Grantee will not create a nuisance or do any act that will be detrimental to said premises and that said tract will not be used by Grantee for any other purpose under this grant, except herein provided.

Executed this _____ day of _____, 2004

Grantor, Keller Independent School District

By: _____

Title: _____

THE STATE OF TEXAS §
§

COUNTY OF TARRANT §

BEFORE ME, the undersigned, a Notary Public in and for Tarrant County, Texas, on this day personally appeared _____, President of Keller Independent School District, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (he)(she) executed the same in the capacity indicated, as the act and deed of said corporation, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2004.

Notary Public—State of Texas

EXHIBIT A

PROPERTY DESCRIPTION

BEING a portion of a tract of land situated in the Jesse Billingsley Survey, Abstract No. 70, Tarrant County, Texas, and being a portion of a tract of land described in a deed to Keller Independent School District recorded in Volume 8402, Page 35, Deed Records Tarrant County, Texas, said tract of land being more particularly described by metes and bounds as follows;

BEGINNING at a P.K. Nail with shiner set in asphalt (control monument) in the centerline of County Road 4033 (Keller-Hicks Road) being the Northeast corner of said School tract and being the most Northerly Northwest corner of a tract of land described in a deed to Guy C. Browning and wife Minnie L. Browning recorded in Volume 6249, Page 859, Deed Records, Tarrant County, Texas;

THENCE South 00 degrees 01 minutes 05 seconds East along the East line of said School tract and a Westerly line of said Browning tract a distance of 293.00 feet to a point for corner from which a 1 inch steel rod found (control monument) being the Southeast corner of said School tract and a Northwesterly ell corner of said Browning tract bears South 00 degrees 01 minutes 05 seconds East, a distance of 507.00 feet;

THENCE North 62 degrees 57 minutes 19 seconds West, a distance of 100.48 feet to a point for corner;

THENCE South 89 degrees 58 minutes 54 seconds West, a distance of 100.22 feet to a point for corner;

THENCE North 46 degrees 39 minutes 36 seconds West, a distance of 63.85 feet to a point for corner;

THENCE North 36 degrees 25 minutes 21 seconds West, a distance of 82.04 feet to a point for corner;

THENCE North 26 degrees 42 minutes 00 seconds West, a distance of 90.54 feet to a point for corner;

THENCE North, a distance of 56.62 feet to a point for corner in the centerline of said Road;

THENCE East along the North line of said School tract and the centerline of said Road a distance of 325.45 feet to the POINT OF BEGINNING and containing 71,675 square feet, or 1.645 acres of land.

Basis of bearing is deed recorded in Volume 8402, Page 35, Deed Records, Tarrant County, Texas.

SURVEYOR'S CERTIFICATION

To the best of my knowledge, information, and belief, the plat hereon is a correct representation of the property as determined by a survey made on the ground October 18, 2002, the lines and dimensions of said property being as indicated by the plat. The distance to permanent monuments is as shown on said plat.

By: Huitt-Zollars, Inc.



Darren G. Williams
Registered Professional Land Surveyor
No. 5608



Dated: 02-17-04

DATE: 07-29-03
DRAWN BY: K.D.M.
CHECKED BY: D.G.W.
PROJ. NO. 03-0789.04
FILES NAMES:
0879ESMTDE7.DGN
0879ESMTDE7S.DGN

PROPOSED FLOOD PLAN
EASEMENT

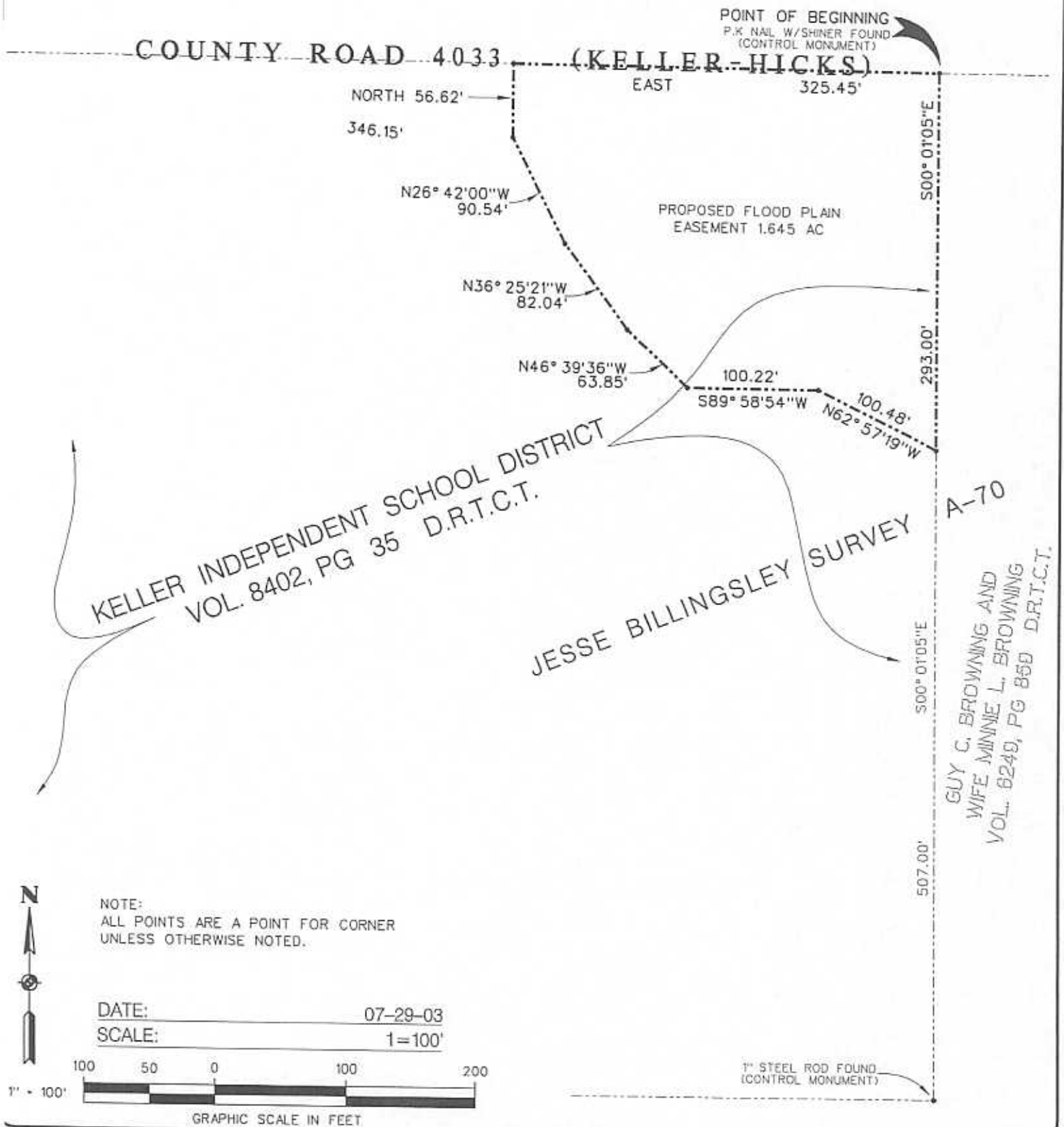
SHEET: 1 of 2

HUITT-ZOLIARS

Huitt-Zollars, Inc. Engineering/Architecture
500 W. 7th St., Unit No. 23 Fort Worth, Texas 76102
Phone (817)335-3000 Fax (817)335-1025

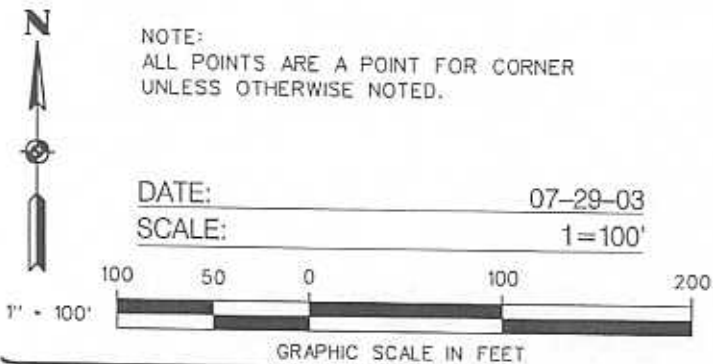
NO.	REVISION	DATE
1	REVISED EASEMENT	02-02-04
2	REVISED EASEMENT TYPE	02-17-04

EXHIBIT B



NOTE:
ALL POINTS ARE A POINT FOR CORNER
UNLESS OTHERWISE NOTED.

DATE: 07-29-03
SCALE: 1" = 100'



1" STEEL ROD FOUND
(CONTROL MONUMENT)

DATE: 07-29-03
DRAWN BY: K.D.M.
CHECKED BY: D.G.W.
PROJ. NO. 03-0789.04
FILE NAMES:
0879ESMTDE7.DGN
0879ESMTDE7S.DGN

PROPOSED FLOOD PLAIN
EASEMENT

SHEET: 2 of 2

HUITT-ZOLLARS		Huitt-Zollars, Inc. 500 W. 7th St., Unit No.23 Phone (817)335-3000	Engineering/Architecture Fort Worth, Texas 76102 Fax (817)335-1025
NO.	REVISION	DATE	
1	REVISED EASEMENT	02-02-04	
2	REVISED EASEMENT TYPE	02-17-04	

Brackett & Ellis

A Professional Corporation

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Carter L. Ferguson
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Anna Evans Piel

Scot Pierce
Heather R. Raiden
Tom B. Renfro
April F. Robbins
Robert T. Sherwin
Richard U. Simon,
Jr.
Coby D. Smith
Paul J. Vitanza
James M. Whitton
Eric C. Wood

May 3, 2004

Mr. Steve McKeever
BBC Meadows, L.P.
417 N. Saginaw Blvd.
Fort Worth, Texas 76179

Via e-mail: sdmckeex@aol.com
ellercomm@charter.net

Re: Letter Agreement between BBC Meadows, L.P. and the Keller Independent
School District

Dear Mr. McKeever:

This letter agreement will set forth the agreements which have been entered into by BBC Meadows, L.P. and the Keller Independent School District to constitute consideration for the granting by the School District of a Temporary Construction Easement to BBC Meadows, L.P. and a permanent Flood Plain Easement to the City of Fort Worth.

BBC Meadows, L.P. agrees to the following:

1. BBC Meadows, L.P. agrees to construct on-site drainage systems as shown on the plans dated May 3, 2004 by Huitt Zollars, Project No. WL-P163-060163015129, SS-P173-070173013131, DOE No. 4207, File No. W-1304, as approved by Teague Nall & Perkins, engineers for the Keller Independent School District.

SM

Mr. Steve McKeever
May 3, 2004
Page 2

2. BBC Meadows, L.P. agrees to provide on-site grading and fill, as shown on the plans referenced in No. 1 above and as approved by Teague Nall & Perkins.
3. BBC Meadows, L.P. agrees to erect screening fencing between the Big Bear Creek Meadows subdivision and the District property to be mutually agreed to by the parties.
4. BBC Meadows, L.P. agrees that lot sizes for the Big Bear Creek Meadows subdivision will be 6,000 square feet minimum.
5. BBC Meadows, L.P. agrees to reimburse the District its actual legal and engineering costs for work associated with the granting of a Temporary Construction Easement and a permanent Flood Plain Easement as referenced above in this letter. The amount of those fees is currently estimated and will not exceed \$5,000. The District will provide appropriate supporting documentation to BBC Meadows, L.P. to support the actual costs incurred by the District.

If these items correctly state the agreement between BBC Meadows, L.P. and the District, please sign in the space provided below and return to me by fax at your earliest convenience. Our fax number is 817/870-2265. Thank you for your attention to this matter. Please contact me should you have any questions concerning them.

Very truly yours,

Thomas E. Myers

TEM/kt

AGREED TO:

BBC MEADOWS, L.P.

By: STONE MEADOWS MANAGEMENT, L.L.C.,
General Partner

By: 
Steve McKeever, President