

**The Villages of Woodland Springs West**  
**Parcel #**  
**Doe # 4795**

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

**CITY OF FORT WORTH**  
**PERMANENT DRAINAGE EASEMENT (Pipe)**

**DATE:** \_\_\_\_\_, 2006

**GRANTOR:   Keller Independent School District**

**GRANTOR'S MAILING ADDRESS (including County):       350 Keller Parkway, Keller, Tarrant**  
**County, Texas 76248**

**GRANTEE:   CITY OF FORT WORTH**

**GRANTEE'S MAILING ADDRESS (including County):**

**1000 THROCKMORTON ST.**  
**FORT WORTH, TARRANT COUNTY, TX 76102**

**CONSIDERATION:** One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

**PROPERTY:   Legal Description**  
**(See attached Exhibits "A" and "B")**

Grantor, for the consideration paid to Grantor and other good and valuable consideration, hereby grants, sells, and conveys to Grantee, its successors and assigns, an exclusive, perpetual easement for the construction, operation, maintenance, replacement, upgrade, and repair of a Permanent

Drainage Facility, hereafter referred to as "Facility". The Facility includes all incidental underground and aboveground attachments, equipment and appurtenances, including, but limited to manholes, pipelines, junction boxes, inlets, flumes, headwalls, wingwalls, slope pavement, gabions, rock rip-rap and other erosion control measures in, upon, under and across a portion of the Property and more fully described in Exhibit "A" attached hereto and incorporated herein for all pertinent purposes, together with the right and privilege at any and all times to enter Property, or any part thereof, for the purpose of constructing, operating, maintaining, replacing, upgrading, and repairing said Facility. In no event shall Grantor (i) use the Property in any manner which interferes in any material way or is inconsistent with the rights granted hereunder, or (II) erect or permit to be erected within the easement property a permanent structure or building, including, but not limited to, monument sign, pole sign, billboard, brick or masonry fences or walls or other structures that require a building permit, or any structure not requiring a building permit but which may threaten the structural integrity or capacity of the storm drain and its appurtenances. However, Grantor shall be permitted to install and maintain driveways and parking lots across the easement. Grantee shall be obligated to restore the surface of the Property at Grantee's sole cost and expense, including the restoration of any sidewalks, landscaping, driveways, or similar surface improvements located upon or adjacent to the Easement which may have been removed, relocated, altered, damaged, or destroyed as a result of the Grantee's use of the easement granted hereunder; provided, however, that Grantee shall not be obligated to restore or replace irrigation systems or other improvements installed in violation of the provisions and intended use of this Easement.

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

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 conjunction with, any school or other institution of learning, study or instruction which discriminates against any person because of his 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 restriction 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 Association 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.

When the context requires, singular nouns and pronouns include the plural

**GRANTOR:** Keller Independent School District

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Printed Name: \_\_\_\_\_

Title: President, KISD Board of Trustees

**GRANTEE:** City of Fort Worth

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Marc Ott, Assistant City Manager

### ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of \_\_\_\_\_ and that he/she executed the same as the act of said \_\_\_\_\_ for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

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GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF**  
**A 80' X 80' DRAINAGE EASEMENT**

**BEING** a tract of land situated in the Francisco Cuella Survey, Abstract Number 266, Tarrant County and being a portion of that tract of land as described by deed to Keller Independent School District and recorded in Volume 14000, Page 117, County Records, Tarrant County, Texas and being more particularly described by metes and bounds as follows:

**COMMENCING** at a 5/8 inch iron rod with cap stamped "Carter Burgess" found at the northwest corner of Lot 23, Block 100, Phase VI, Section 1, The Villages of Woodland Springs West, as filed in Cabinet A, Slide 9773, Plat Records, Tarrant County, Texas and said point being in the easterly line of said Keller Independent School District tract;

**THENCE** N00°25'33"E, 115.28 feet along the easterly line of said Keller Independent School District tract;

**THENCE** N33°34'11"W, 345.09 feet continuing along the easterly line of said Keller Independent School District tract to the **POINT OF BEGINNING**;

**THENCE** S56°25'49"W, 80.00 feet;

**THENCE** N33°34'11"W, 82.05 feet to a point in the southerly right-of-way line of Timberland Boulevard (a 120 foot right-of-way) as filed in Cabinet A, Slide 8457, said Plat Records, the beginning of a non-tangent curve to the left;

**THENCE** with said curve to the left and along said southerly right-of-way line, an arc distance of 80.04 feet, through a central angle of 02°56'22", having a radius of 1560.00 feet, the long chord of which bears N57°53'59"E, 80.03 feet to the northerly northeast corner of said Keller Independent School District tract;

**THENCE** S33°34'11"E, 80.00 feet along the aforementioned easterly line to the **POINT OF BEGINNING** and containing 0.148 acres of land, more or less.

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