

Woodland Springs
Parcel # 3
Doe # 4987
WM. McCowan Survey, Abstract No. 999

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

CITY OF FORT WORTH
PERMANENT SEWER LINE EASEMENT
AND TEMPORARY CONSTRUCTION EASEMENT

DATE: _____, 2006

GRANTOR: **KELLER INDEPENDENT SCHOOL DISTRICT**

GRANTOR'S MAILING ADDRESS (including County):

**350 KELLER PARKWAY
KELLER, TARRANT COUNTY, TX 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
PERMANENT SANITARY SEWER EASEMENT

BEING a tract of land situated in the William McCowan Survey, Abstract Number 999, and being a portion of that certain tract of land described by deed to Keller Independent School District as

recorded in Volume 13567, Page 310, Deed Records, Tarrant County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found at the southeast corner of said Keller ISD tract, said iron rod also being the southwest corner of that certain tract of land described by deed to Lighthouse Assembly of God, Inc., as recorded in Volume 13437, Page 63, Deed Records, Tarrant County, Texas, and being in the north right-of-way line of Golden Triangle Boulevard;

THENCE N 69°56'18"W, 26.52 feet along said north right-of-way line of Golden Triangle Boulevard;

THENCE N 00°34'02"E, 2327.54 feet, departing said north right-of-way line of Golden Triangle Boulevard;

THENCE N 89°38'57"W, 312.80 feet;

THENCE N 00°10'17"E, 211.13 feet to a point in the north line of said Keller ISD tract, said point also being in the south right-of-way line of Keller-Hicks Road;

THENCE S 89°46'11"E, 25.00 feet along said north line of the Keller ISD tract and said south line of Keller-Hicks Road to a 1/2 inch iron rod found at the most northerly northeast corner of said Keller ISD tract, said iron rod also being in the west line of that certain tract of land described by deed to William and Ella Roberts as recorded in Volume 5167, Page 550, Deed Records, Tarrant County, Texas;

THENCE S 00°10'17"W, 186.19 feet along the common line of said Keller ISD tract and said Roberts tract to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found at a northern corner of said Keller ISD tract, said point also being the southwest corner of said Roberts tract;

THENCE S 89°38'57"E, 312.97 feet, continuing along said common line of the Keller ISD tract and the Roberts tract, and along the common line of the Keller ISD tract and that certain tract of land described by deed to Agustin Cano as recorded in Clerk's File Number D204344771, Deed Records, Tarrant County, Texas, and along the common line of the said Keller ISD tract and that certain tract of land described by deed to Amber Biggs and Peter Agustin as recorded in Volume 12289, Page 1375, Deed Records, Tarrant County, Texas to a 1/2 inch rod found at the most easterly northeast corner of said Keller ISD tract, said iron rod also being the southeast corner of said Biggs tract, and being in the west line of that certain tract of land described by deed to Lewisville 7 Partners, Ltd. as recorded in Volume 12680, Page 773, Deed Records, Tarrant County, Texas;

THENCE S 00°34'02"W, 2361.49 feet along the common line of said Keller ISD tract and said Lewisville 7 tract, and along the common line of said Keller ISD tract and Lot 1, Block 1, Lexington Place, an addition to the City of Fort Worth as recorded in Cabinet A, Slide 4588, Plat Records,

Tarrant County, Texas, and along the common line of said Keller ISD tract and the aforementioned Assembly of God tract to the **POINT OF BEGINNING**, and containing 1.639 acres of land.

**LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT**

BEING a tract of land situated in the William McCowan Survey, Abstract Number 999, and being a portion of that certain tract of land described by deed to Keller Independent School District as recorded in Volume 13567, Page 310, Deed Records, Tarrant County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found in the north line of said Keller ISD tract, said iron rod also being in the east line of that certain tract of land described by deed to Donald Starkey as recorded in volume 10747, Page 1155, Deed Records, Tarrant County, Texas, and being in the south right-of-way line of Keller-Hicks Road;

THENCE S 89°46'11"E, 35.00 feet along said north line of the Keller ISD tract and said south right-of-way line of Keller-Hicks Road;

THENCE S 00°10'17"W, 211.13 feet, departing the said north line of the Keller ISD tract and said south right-of-way line of Keller-Hicks Road;

THENCE S 89°38'57"E, 312.80 feet;

THENCE S 00°34'02"W, 2327.54 feet to a point in the south line of said Keller ISD tract, said point also being in the north right-of-way line of Golden Triangle Boulevard;

THENCE N 69°56'18"W, 53.04 feet along said south line of the Keller ISD tract and said north right-of-way line of Golden Triangle Boulevard;

THENCE N 00°34'02"E, 2259.65 feet departing said south line of the Keller ISD tract and said north right-of-way line of Golden Triangle Boulevard;

THENCE N 89°38'57"W, 297.45 feet;

THENCE N 00°10'17"E, 261.06 feet to the **POINT OF BEGINNING**, and containing 3.173 acres of land, more or less.

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 Sewer Line Facility, hereafter referred to as "Facility". The Facility includes all incidental underground and

aboveground attachments, equipment and appurtenances, including, but not limited to manholes, manhole vents, lateral line connections, pipelines, junction boxes 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; and a temporary construction easement, as described in Exhibit "B", attached hereto and made a part hereof, to use in connection with the construction of said Facility, said temporary construction easement to expire upon completion of construction and acceptance by Grantee of 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. However, Grantor shall be permitted to maintain any existing concrete driveway or road on the Property. 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 or may be 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 permanent 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.

TO HAVE AND TO HOLD the above-described temporary construction easement, together with, all and singular, the rights and appurtenances thereto in anyway belonging unto Grantee, and Grantee's successors and assigns until the completion of construction and acceptance by Grantee. Grantor hereby bind themselves, their heirs, successors, and assigns, to warrant and defend, all and singular, said easement unto Grantee, its successors 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

Printed Name: _____

Title: President, KISD Board of Trustees

GRANTEE: City of Fort Worth

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

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

S89° 46' 11" E 1/2" IRF KELLER-HICKS ROAD

25.00'

S00° 10' 17" W

SHRYEN & SANDRA WILLIAMS VOL. 1282, PG. 531
HELOISE & HELEN WILSON VOL. 1132, PG. 268
KENNETH O' BRIEN VOL. 1014, PG. 455
CONRAD STARNER VOL. 1014, PG. 1155
WILLIAM & WELLS WILSON VOL. 1132, PG. 552
JUSTIN CARO VOL. 1132, PG. 1318
DAVID ALICE PETER AUGUSTINE VOL. 1132, PG. 1318

N00° 10' 17" E
211.15'

N89° 38' 57" W
312.80'

5/8" IRF
"CARTER & BURGESS"

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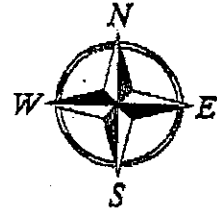
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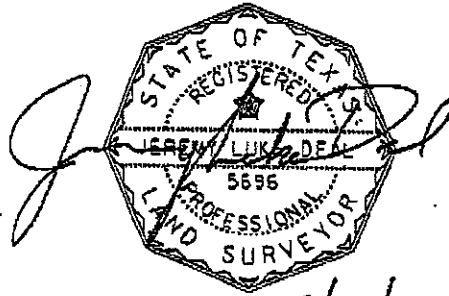


1" = 300'

KELLER 1SD
VOL. 13567, PG. 310

LOT 1, BLOCK 1
LEXINGTON PLACE
CAB. A, SLIDE 4588

N00° 34' 02" E 2327.54'
S00° 34' 02" W 2361.49'



07/21/2005

AN EXHIBIT SHOWING
**PERMANENT SANITARY
SEWER EASEMENT**

SITUATED IN THE WM. MCCOWAN SURVEY,
ABSTRACT NO. 999, TARRANT COUNTY, TEXAS

GOLDEN TRIANGLE BOULEVARD

LIGHTHOUSE ASSEMBLY
OF GOD, INC.
VOL. 13437, PG. 63

FILE: J:\JOB\ 01369601\ SURV 3696 EAI.DGN
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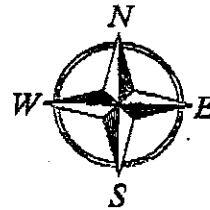
CARTER & BURGESS, INC.
772 MAIN STREET
FORT WORTH, TX 76102
(817) 735-6000

JOB # 013696.010.1.9447 DATE: 06-13-2005 DRAWN: J.L.D. CHECKED: J.L.D.

SHT. NO.

KELLER-HICKS ROAD

USAYWA & SANDRA TUGERZ VOL. 63812, PG. 531	WILLIAM & ANDREW MEYERS VOL. 5148, PG. 568	RONALD STORNEY VOL. 1247, PG. 1133	WILLIAM & ELLA ROBERTS VOL. 5144, PG. 559	AGATHA C. CUNDY VOL. 1228, PG. 1375	WALTER BRIDGE & PETER BRIDGEMAN VOL. 1228, PG. 1375
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1" = 300'

N00° 10' 17" E
261.06'

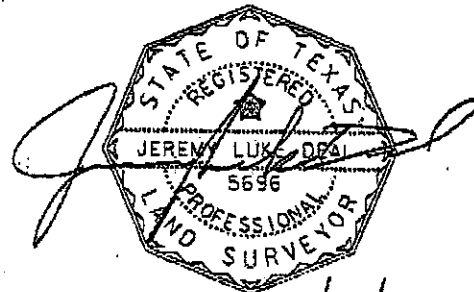
N89° 38' 57" W
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S00° 34' 02" W 2327.54'

KELLER 1SD
VOL. 13567, PG. 310

LOT 1, BLOCK 1
LEXINGTON PLACE
CAB. A, SLIDE 4588



07/21/2005

N69° 56' 18" W
53.04'

GOLDEN TRIANGLE BOULEVARD

LIGHTHOUSE ASSEMBLY OF GOD, INC. VOL. 13437, PG. 63

AN EXHIBIT SHOWING
**TEMPORARY CONSTRUCTION
EASEMENT**

SITUATED IN THE WM. MCCOWAN SURVEY,
ABSTRACT NO. 999, TARRANT COUNTY, TEXAS

FILE: J:\JOHN_013696\1\ SURV 3696E10.DGN
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CARTER & BURGESS, INC.
777 MAIN STREET
FORT WORTH, TX 76102
(817) 735 - 6000

JOB # 013696.010.1.9447

DATE: 07-21-2005

DRAWN: J.L.D.

CHECKED: J.L.D.

SHT. NO.