

City Project: Westgate Drive Reconstruction Project

City Project Number: 7599-011

Parcel Number: 61

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.

DRAINAGE EASEMENT

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

THAT **Denton Independent School District** ("Grantor"), of Denton County, whose mailing address is 1307 N. Locust St., Denton, TX in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by the City of Denton, receipt of which is hereby acknowledged, has GRANTED, BARGAINED, SOLD and CONVEYED and does by these presents GRANT, BARGAIN, SELL and CONVEY unto the City of Denton ("Grantee") a 0.0743 acre drainage easement, in, along, upon, under, and across the following described property (the "Property Interest"), owned by Grantor, and situated in Denton County, Texas, located in Francis Batson Survey, Abstract Number 43:

**PROPERTY AREAS DESCRIBED AND DEPICTED IN EXHIBIT A,
ATTACHED HERETO AND MADE A PART HEREOF**

For the following purposes:

Constructing, reconstructing, installing, repairing, relocating, operating, and perpetually maintaining drainage and all drainage related facilities and appurtenances, respectively, in, along, upon, under, and across said Property Interest, including without limitation, the free and uninterrupted use, liberty, passage, ingress, egress and regress, at all times in, along, upon, under, and across the Property Interest to Grantee herein, its agents, employees, contractors, workmen, and representatives, for the purposes set forth herein, including without limitation, the making additions to, improvements on and repairs to said facilities or any part thereof.

This Easement is subject to the following:

1. Structures. No buildings, fences, structures, signs, facilities, improvements or obstructions of any kind, or portions thereof, shall be constructed, erected, reconstructed or placed in, along, upon, under, or across the Property Interest. Further, Grantor stipulates and acknowledges that the Grantee, in consideration of the benefits above set out, may remove from

the Property Interest, such buildings, fences, structures, signs, facilities, improvements and other obstructions as may now or hereafter be found upon said Property Interest and dispose of any such buildings, fences, structures, signs, facilities, improvements or obstructions in any manner it deems appropriate without liability to Grantee.

2. Maintenance of Lateral Slope. No activity, of any kind, shall be conducted on the Property by Grantor that may impair, damage or destroy the lateral slope established for drainage, including without limitation, excavation or movement of soil or other material.

3. Access. For the purpose of exercising and enjoying the rights granted herein, the Grantee shall have access to the Property Interest by way of existing public property or right-of-way.

4. Trees and Landscaping. No shrub or tree shall be planted upon the Property Interest or that may encroach upon the Property Interest. Grantee may cut, trim, or remove any shrubs or trees, or portions of shrubs or trees now or hereafter located within or that may overhang upon the Property Interest without liability to Grantee, including without limitation, the obligation to make further payment to Grantor.

5. Grantor's Rights. Grantor shall have the right, subject to the restrictions contained herein, to make use of the Property Interest for any purpose that does not interfere with the City's rights granted to it herein for the purposes granted.

6. Successors and Assigns. This grant and the provisions contained herein shall constitute covenants running with the land and shall be binding upon the Grantor and Grantee, and their heirs, successors and assigns.

Upon completion of construction, all surplus excavation, debris, trash or litter resulting from construction shall be cleaned up and hauled off the premises, and the easement property, including any fences disturbed, shall be restored to its original contour and condition.

TO HAVE AND TO HOLD unto the said City of Denton as aforesaid for the purposes aforesaid the premise above described.

Witness its hand, this the _____ day of _____, 2025.

**GRANTOR: Denton Independent School
District:**

By: _____
Dr. Susannah Holbert O'Bara, Superintendent

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on _____, 2025, by
Dr. Susannah Holbert O'Bara as Superintendent of Denton Independent School District, on behalf
of said entity.

Notary Public, in and for the State of Texas

My commission expires: _____

Upon Filing Return To:
City of Denton-Real Estate
401 N. Elm St.
Denton, TX 76201

EXHIBIT "A"
PARCEL 61 – DRAINAGE EASEMENT

3,237 Square Feet or 0.0743 Acres
situated in the Francis Batson Survey, Abstract Number 43
City of Denton, Denton County, Texas

BEING a tract of land situated in the Francis Batson Survey, Abstract No. 43, in the City of Denton, Denton County, Texas, being a portion of Lot 1, Block A, Bonnie Brae High School Addition, recorded in Document Number 2020-113 Official Records of Denton County, Texas (O.R.D.C.T.), and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rod with a cap stamped "KERN INC" found for the northeast intersection corner of Westgate Drive (variable width right-of-way) and Coffey Drive (50-foot right-of-way), common to the southwest corner of Lot 1, Block A, Westgate Hills North Phase III, recorded in Cabinet P, Page 43 O.R.D.C.T., from which a 1/2-inch iron rod found for the southeast corner of said Lot 1, Block A, Westgate Hills North Phase III, bears South 89 degrees 41 minutes 53 seconds East, with the north right-of-way line of said Coffey Drive, a distance of 81.00 feet;

THENCE North 00 degrees 09 minutes 26 seconds West with the common line of said Westgate Drive and Lot 1, Block A, Westgate Hills North Phase III, a distance of 141.91 feet to the northwest corner of Lot 1, Block A, Westgate Hills North Phase III, from which a Mag Nail found in Westgate Drive for the southwest right-of-way dedication corner by said Bonnie Brae High School Addition bears North 89 degrees 36 minutes 04 seconds West, a distance of 31.15 feet;

THENCE South 89 degrees 36 minutes 04 seconds East with the north line of Lot 1, Block A, Westgate Hills North Phase III and south line of said right-of-way dedication by Bonnie Brae High School Addition, a distance of 1.35 feet to the southwest corner of said Lot 1, Block A, Bonnie Brae High School Addition for the **POINT OF BEGINNING** and the southwest corner of the herein described tract;

THENCE North 00 degrees 00 minutes 27 seconds East, with the common line of Westgate Drive and Lot 1, Block A, Bonnie Brae High School Addition, a distance of 119.80 feet to the northwest corner of the herein described tract;

THENCE over and across Lot 1, Block A, Bonnie Brae High School Addition the courses as follows:

South 89 degrees 59 minutes 33 seconds East, a distance of 27.00 feet to the northeast corner of the herein described tract;

South 00 degrees 00 minutes 27 seconds West, a distance of 119.98 feet to the common line of Lot 1, Block A, Bonnie Brae High School Addition and Lot 1, Block A of Westgate Hills North Phase III for the southeast corner of the herein described tract;

THENCE North 89 degrees 36 minutes 04 seconds West, with the common line of Lot 1, Block A, Bonnie Brae High School Addition and Lot 1, Block A, Westgate Hills North Phase III a distance of 27.00 feet returning to the **POINT OF BEGINNING** and containing 3,237 square feet or 0.0743 acres of land, more or less.

This metes and bounds description is issued in conjunction with a survey of even date.

Basis of bearing is the North American Datum of 1983(2011) Epoch 2010.00 based on the Texas Coordinate System of 1983, North Central Zone (TXNC-4202). Distances shown hereon are U.S. Survey feet displayed in surface values.

Field work completed on May 20, 2024; Issued Date: October 11, 2024.
Updated October 16, 2024.

Half Associates, Inc. • 2601 Meacham Blvd., Suite 600, TX 76137
Tel. (817) 847-1422 • TBPELS Surveying Firm No. 10029605

