

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
TEMPORARY DRAINAGE EASEMENT

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 Exhibit "A")

Grantor, for the consideration paid to Grantor and other good and valuable consideration, hereby grants, sells, and conveys to Grantee, its successors and assigns, the use and passage in, over, across, below and along the following parcel or tract of land situated in Tarrant County, Texas, in accordance with the plat hereto attached, to wit:

See Exhibit "A"

It is further agreed and understood that the City of Fort Worth will be permitted the use of the above described strip of land for the purpose of the construction and maintenance of Storm Drain facilities, until such time as the future improvements are constructed on the premises in accordance with the City of Fort Worth drainage criteria and construction standards and upon a Permanent Drainage Easement being recorded in the deed records of Tarrant County, Texas.

It is intended by these presents to convey a Temporary Drainage Easement to the said City of Fort Worth to maintain, construct and repair the above-described improvements, with the usual rights of ingress and egress in the necessary use of such Temporary Drainage Easement, in and along said premises.

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.

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 _____, Assistant City Manager of the City of Fort Worth, 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 the City of Fort Worth and that he/she executed the same as the act of the City of Fort Worth 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

EXHIBIT "A"
LEGAL DESCRIPTION OF
A 30' TEMPORARY 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:

BEGINNING 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;

THENCE S00°25'33"W, 40.18 feet along the westerly line of said Phase VI, Section 1, The Villages of Woodland Springs West addition and the easterly line of said Keller Independent School District tract;

THENCE N89°34'27"W, 30.00 feet;

THENCE N00°25'33"E, 146.28 feet;

THENCE N33°34'11"W, 335.92 feet;

THENCE N56°25'49"E, 30.00 feet to a point in the easterly line of said Keller Independent School District tract;

THENCE S33°34'11"E, 345.09 feet along said easterly line;

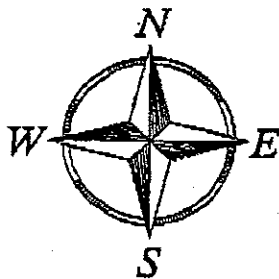
THENCE S00°25'33"W, 115.28 feet continuing along said easterly line to the **POINT OF BEGINNING** and containing 0.338 acres of land, more or less.

TIMBERLAND BOULEVARD
CAB A, SLIDE 8457
1120' RIGHT-OF-WAY

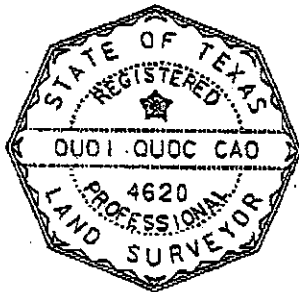
FRANSISCO CUELLA SURVEY
ABSTRACT NO. 266

ONE PRAIRIE MEADOWS, LTD.
VOL. 14705, PG. 520
(TRACT 1)

KELLER INDEPENDENT
SCHOOL DISTRICT
VOL. 14000, PG. 117



SCALE:
1 INCH = 100 FEET



Quor Q. Cao

DATE: 04.20.05

POINT OF BEGINNING
5/8 INCH IRON ROD W/ CAP FOUND
S00° 25' 33" W 115.28'
S00° 25' 33" W 40.18'
N89° 34' 27" W 30.00'
N00° 25' 33" E 146.28'

PHASE VI, SECTION 1
THE VILLAGES OF
WOODLAND SPRINGS WEST
CAB. A. SLIDE 9773

NOTE: BASIS OF BEARING IS THE PLAT OF PHASE VI, SECTION 1, THE VILLAGES OF WOODLAND SPRINGS WEST, AND ADDITION TO THE CITY OF FORT WORTH AS RECORDED IN CABINET A, SLIDE 9773, PLAT RECORDS, TARRANT COUNTY, TEXAS.

EXHIBIT "B"

AN EXHIBIT SHOWING

A 30' TEMPORARY DRAINAGE EASEMENT

SITUATED IN THE FRANCISCO CUELLA SURVEY, ABSTRACT NUMBER 266,
TARRANT COUNTY, TEXAS

CARTER & BURGESS, INC.
777 MAIN STREET
FORT WORTH, TX 76102
(817) 725 - 6000

JOB # 013891.010.1.0449

DATE: 4-19-2005

DRAWN: C. SEARCY

CHECKED: Q. CAO

SHT. NO.

FILE: J:\JOB\01389101\SUR\3891_EA2.dgn
DATE: 19-Apr-05 12:51