

Golden Triangle Boulevard from I-35W to U.S. Highway No. 377
Parcel No. 31 – Part II
Doe # 5773
4115 Golden Triangle Boulevard
Tract 12A, William McCowan Survey, Abstract No. 999

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

CITY OF FORT WORTH
PERMANENT DRAINAGE FACILITY EASEMENT (Earthen Channel)

DATE:

GRANTOR: Keller Independent School District

GRANTOR'S MAILING ADDRESS: 350 Keller Pkwy., 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: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

PROPERTY: Being a 0.098 acre tract of land out of the William McCowan Survey, Abstract No. 999, City of Fort Worth, Tarrant County, Texas, as recorded in Volume 13567, Page 310, Deed Records, Tarrant County, Texas, and being more particularly described in 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 not limited to manholes, pipelines, junction boxes, headwalls, slope pavement, drop structures, access ramps, 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 with the unrestricted flow of water within the channel 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 whether or not they require a building permit. In addition, in no event shall Grantor plant or maintain any landscape material in the Property other than grasses within the drainage channel. Grantee shall be obligated to restore any grasses on the surface of the Property at Grantee's sole cost and expense 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.

There is reserved from this conveyance and retained by Grantor all of the oil, gas, sulphur and other gaseous minerals in, on or under the Property but Grantor waives all rights of ingress and egress to or from the surface of the Property for the purposes of exploring, developing, mining or drilling therefor, it being specifically agreed that no operations relating to such reservation will be conducted on the surface of the Property without Grantee's prior written permission.

This grant is made on the condition that the following restrictions shall in all things be observed, followed, and complied with:

(a) The Property, 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 Property, 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.

TO HAVE AND TO HOLD the above described Property, together with, all and singular, the rights and appurtenances thereto in anywise belonging, unto the said City of Fort Worth, its successors and assigns, forever. Grantor does hereby bind itself, its heirs, successor and assigns, to warrant and forever defend, all and singular, the said premises until the said City of Fort Worth, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by through and under Grantor, but not otherwise.

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

See Addendum attached hereto and incorporated herein by reference. In the event of a conflict between the Addendum and this easement, the provisions of the Addendum shall control.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

GRANTOR(S): Keller Independent School District

Robert L. Apetz, President
Keller Independent School District Board of Trustees

APPROVED AS TO FORM AND
LEGALITY:

CITY OF FORT WORTH

Assistant City Attorney

Fernando Costa
Acting Assistant City Manager

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF TARRANT §

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 _____ day of

_____, 20____.

Notary Public in and for the State of Texas

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Fernando Costa, Acting 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 _____ day of

_____, 20____.

Notary Public in and for the State of Texas

ADDENDUM

This Addendum to the foregoing City of Fort Worth Permanent Drainage Facility Easement (the "Easement") modifies the Easement as follows:

Notwithstanding any provision in the Easement to the contrary:

The City of Fort Worth agrees to require the contractor to return your property to as near its original condition as possible. This includes sidewalks, courtyards, paving stones, masonry, wood or chain link fencing, and garage floors, but only to the extent of the actual damages caused by the work of the contractor. Also, in the event that the ground surface is subject to digging, the City will restore the ground surface to its original level and, if necessary, re-seed the area in which the digging occurred.

GRANTOR(S): Keller Independent School District

Robert L. Apetz, President
Keller Independent School District Board of Trustees

APPROVED AS TO FORM AND
LEGALITY:

CITY OF FORT WORTH

Assistant City Attorney

Fernando Costa
Acting Assistant City Manager

Exhibit "A"

Being a 0.098 acre tract of land out of the William McCowan Survey, Abstract No. 999, City of Fort Worth, Tarrant County, Texas and being portion of a 177.283 acre tract of land (by deed) being deeded to the Keller Independent School District as recorded in Volume 13567, Page 310 of the Deed Records of Tarrant County, Texas, said 0.098 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod with cap stamped "C&B" found for the southeast corner of said 177.283 acre tract of land, said 5/8 inch iron rod with cap found being the southwest corner of a 10.540 acre tract of land (by deed) deeded to Lighthouse Assembly of God, Inc. as recorded in Volume 13437, Page 63 of said Deed Records of Tarrant County, Texas, said 5/8 inch iron rod with cap found being in the existing northeasterly right-of-way line of Golden Triangle Boulevard (a 120' right-of-way); **THENCE** North 00 degrees 01 minutes 16 seconds East, with the east line of said 177.283 acre tract of land and with the west line of said 10.540 acre tract of land, a distance of 0.38 feet to a 5/8 inch iron rod with cap stamped "Gorrondona" set in the proposed northeasterly right-of-way line of Golden Triangle Boulevard; **THENCE** North 70 degrees 21 minutes 53 seconds West, with the proposed northeasterly right-of-way line of said Golden Triangle Boulevard, a distance of 62.06 feet to the **POINT OF BEGINNING** of the herein described 0.098 acre tract of land;

THENCE North 70 degrees 21 minutes 53 seconds West, with the proposed northeasterly right-of-way line of said Golden Triangle Boulevard, a distance of 89.85 feet to a point for corner;


THENCE North 12 degrees 01 minutes 45 seconds East, a distance of 35.80 feet to a point for corner;

THENCE North 86 degrees 57 minutes 39 seconds East, a distance of 77.35 feet to a point for corner;

THENCE South 00 degrees 03 minutes 53 seconds West, a distance of 69.31 feet to the **POINT OF BEGINNING**, and containing 4,271 square feet or 0.098 acres of land, more or less.

- (1) A plat of even survey date herewith accompanies this legal description.
- (2) All Bearings are referenced to the Texas Coordinate System, NAD-83, The North Central Zone, with a surface factor for this project of 1.00012. All bearings referenced here are grid, distances and areas shown are surface.

Surveyed on the Ground: January 9, 2006



Jon L. Cooper
Registered Professional Land Surveyor
Texas No. 5254



EXHIBIT "B"

PARCEL No. 31

WILLIAM McCOWAN SURVEY
ABSTRACT No. 999

177.283 ACRE (BY DEED)
KELLER INDEPENDENT SCHOOL DISTRICT
VOLUME 13567, PAGE 310
D.R.T.C.T.

0.387 ACRES
LAND BANKERS CORP.
VOL. 8764, PG. 60
D.R.T.C.T.

PERMANENT DRAINAGE
FACILITY EASEMENT
4,271 SQ.FT. OR
0.098 AC.

EXISTING RIGHT-OF-WAY

PROPOSED
RIGHT-OF-WAY

5/8" IRON
ROD END

GOLDEN TRIANGLE BLVD.
(A 120' RIGHT-OF-WAY)

EXISTING
RIGHT-OF-WAY

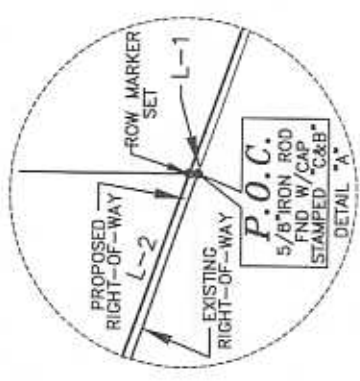
LINE	BEARING	DISTANCE
L-1	N 00°01'16"E	0.38'
L-2	N 70°21'53"W	62.06'
L-3	N 70°21'53"W	89.85'
L-4	N 12°01'45"E	35.80'
L-5	N 86°57'39"E	77.35'
L-6	S 00°03'53"W	69.31'

P.O.B.

DETAIL "A"

P.O.C.
5/8" IRON ROD
END W/CAP
STAMPED "C&B"

10.540 ACRES (BY DEED)
LIGHTHOUSE ASSEMBLY OF GOD, INC.
VOLUME 13437, PAGE 63
D.R.T.C.T.



NOTE: ALL BEARINGS AND COORDINATES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD-83, THE NORTH CENTRAL ZONE, WITH A SURFACE FACTOR FOR THIS PROJECT OF 1.00012. ALL BEARINGS SHOWN ARE GRID, DISTANCES AND AREAS SHOWN ARE SURFACE.



City of Fort Worth

1000 THROCKMORTON STREET • FORT WORTH, TEXAS 76102

NOTE: ROW MARKERS ARE 5/8" IRON ROD SET WITH BLUE CAP STAMPED "GORRONDONA"

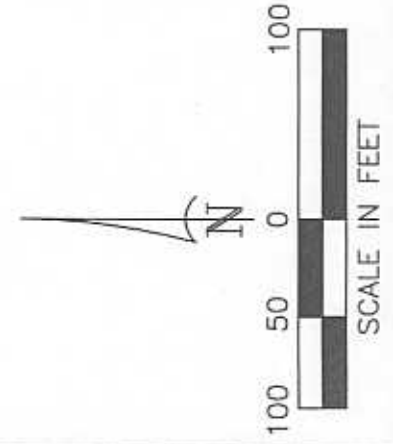


EXHIBIT SHOWING

PERMANENT DRAINAGE FACILITY EASEMENT (EARTHEN CHANNEL)
OUT OF A

177.283 ACRE TRACT OF LAND
SITUATED IN THE
WILLIAM McCOWAN SURVEY, ABSTRACT NO. 999
CITY OF FORT WORTH, TARRANT COUNTY, TEXAS
AS RECORDED IN
DEED RECORDS OF TARRANT COUNTY, TEXAS
VOLUME 13567, PAGE 310

PROJECT: GOLDEN TRIANGLE BLVD. FROM IH-35W TO US HWY 377
EASEMENT ACQUISITION AREA: 4,271 SQUARE FEET OR 0.098 ACRES
JOB NO. 0510-1863
DATE: JANUARY 21, 2008
DRAWN BY: JLC
CADD FILE: 1693-ROW.DWG
SCALE: 1" = 100'



JON L. COOPER
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5254

GORRONDONA & ASSOCIATES, INC. • 6707 BRENTWOOD STAIR ROAD, SUITE 50 FORT WORTH, TX, 76112 • 817-496-1424 FAX 817-496-1768