

STATE OF TEXAS
COUNTY OF TARRANT

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KNOW ALL MEN BY THESE PRESENTS

CITY OF FORT WORTH
PERMANENT DRAINAGE EASMENT (Earthen Channel)

DATE: **APRIL 24, 2006**

GRANTOR: **KELLER INDEPENDENT SCHOOL DISTRICT**

GRANTOR'S MAILING ADDRESS (including County):

**350 KELLER PARKWAY
KELLER, 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 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 the 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.

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.

(c) These restrictions and conditions shall be binding upon GRANTEE, its successors and assigns for a period of fifty (50) years from the date GRANTEE acquires the Property.

(d) 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 the Property, whether by descent, devise, purchase or otherwise; and no act or omission upon the part of the District or any purchaser, their 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.

(e) 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).

(f) 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:

- (1) To enforce either or both of such restrictions relating to the use of the above-described property;
- (2) To abate or prevent violations of either or both of such restrictions; and
- (3) To recover damages for a breach of either or both of such restrictions.

(g) 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 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.

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

GRANTOR:

GRANTEE: City of Fort Worth

Marc Ott, Assistant City Manager

ACKNOWLEDGMENT

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 _____ 2006.

Notary Public in and for the State of Texas

ACKNOWLEDGMENT

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 _____ 2006.

Notary Public in and for the State of Texas

EXHIBIT A

A strip of land, being a portion of Lots 1 and 2, Block 1, Keller Hicks Middle School Addition, shown by plat recorded in Cabinet A, Slide 10642, Plat Records of Tarrant County, Texas, conveyed to the Keller Independent School District by deed recorded in Volume 14000, page 117, Deed Records of Tarrant County, Texas, said strip of land being more particularly described by metes and bounds as follows:

Beginning at the northeast corner of a platted 62 feet wide drainage easement, said point being N 89°47'54" E, a distance of 6.00 feet from a 5/8 inch capped iron rod (TNP) set at the northeast corner of said Lot 2;

Thence N 89°47'54" E, a distance of 40.47 feet to a point for corner;

Thence S 00°12'06" E, a distance of 32.50 feet to a point at the beginning of a curve to the right, having a radius of 246.42 feet and a chord bearing and distance of S 22°02'47" W, 80.80 feet;

Thence southwesterly along said curve, through a central angle of 18°52'20", an arc distance of 81.17 feet to a point for corner;

Thence S 31°49'41" W, a distance of 84.43 feet to a point at the beginning of a curve to the left, having a radius of 169.00 feet and a chord bearing and distance of S 28°48'11" W, 17.84 feet;

Thence southwesterly along said curve, through a central angle of 6°03'00", an arc distance of 17.85 feet to a point at the beginning of a non tangent curve to the left, having a radius of 431.00 feet and a chord bearing and distance of N 12°47'18" E, 193.76 feet, said point being on the east line of said platted 62 feet wide drainage easement;;

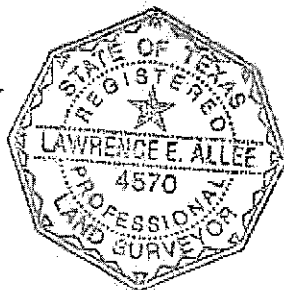
Thence northeasterly along said curve and said easement, through a central angle of 25°58'46", an arc distance of 195.43 feet to a point at the end of said curve;

Thence N 00°12'06" W, a distance of 5.67 feet to a point on the **Place of Beginning** and containing 0.104 acre of land, more or less.

Bearings are based on the Texas State Plane Coordinate System, North Central Zone (NAD83).



Lawrence E. Allee RPLS No. 4570
Teague Nall and Perkins, Inc.
March 24, 2006



0 50 100 200



SCALE: 1" = 100'

EXHIBIT B

KELLER INDEPENDENT SCHOOL DISTRICT
VOL. 14000, PG. 117
D.R.T.C.T.

KELLER HICKS MIDDLE SCHOOL ADDITION
CAB. A, SLD. 10642, P.R.T.C.T.

LOT 1
BLOCK 1



$\Delta=25^{\circ}58'46''$
 $R=431.00$
 $L=193.43$
 $CL=193.78$
 $CB=N12^{\circ}47'18''E$

0.104 ACRE
DRAINAGE EASEMENT

32.50'
S00^{\circ}12'06''E

$\Delta=18^{\circ}52'20''$
 $R=246.42$
 $L=81.17$
 $CL=80.80$
 $CB=S22^{\circ}02'47''W$

N89^{\circ}47'54''E

P.O.B.
40.47'

5.67'
N00^{\circ}12'06''W
5/8" CIRC (TNP)

6.00'

82' DRAINAGE EASEMENT
(PER PLAT)

84.43'
S31^{\circ}49'41''W

$\Delta=6^{\circ}03'00''$
 $R=169.00$
 $L=17.85$
 $CL=17.84$
 $CB=S28^{\circ}48'11''W$

5/8" CIRC
(TNP)

LOT 2
BLOCK 1

(125' RIGHT OF WAY)
NORTH BEACH STREET

CALLED 51.631 ACRES
REALTY CAPITAL GOLDEN BEACH, LTD.
VOL. 17406, PG. 145
D.R.T.C.T.

NOTES:

- Bearings are based on the Texas State Plane Coordinate System, North Central Zone (NAD83).
- Integral parts of this survey:
 - Legal Description
 - Sketch

0.104 ACRE DRAINAGE EASEMENT

A Portion of Lots 1 and 2, Block 1
KELLER HICKS MIDDLE SCHOOL ADDITION
City of Fort Worth, Tarrant County, Texas

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Lawrence E. Allee
Lawrence E. Allee

March 24, 2006



TEAGUE NALL AND PERKINS

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