

State of Texas

County of Rockwall

**RIGHT-OF-WAY DEED
(Parcel No. 6B)**

Date: November 7, 2000

Grantor:

PRS Realty, II, L.P.
4229 Cochran Chapel Road
Dallas, Texas 75229

Grantee:

City of Rockwall, Texas
205 W. Rusk
Rockwall, Texas 75087

Consideration:

That, PRS Realty, ^{II, LP} 4229 Cochran Chapel Road, Dallas, Texas of the County of Dallas, State of Texas, hereinafter referred to as Grantor, whether one or more, represented by Trustees on behalf of Grantor, for \$10 and other good and valuable consideration to Grantors in hand paid by the State of Texas receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, by these presents does Grant, Sell, and Convey unto the State of Texas all that certain tract or parcel of land in Rockwall County, Texas, more particularly described in Exhibit "A" and shown on Exhibit "B" which are attached hereto and incorporated herein for any and all purposes. Benefits are to be derived by Grantor and its remaining property as a result of the proposed public improvements to be constructed and maintained at no cost to Grantors.

The City of Rockwall, 205 West Rusk, Rockwall, Texas of the County of Rockwall, State of Texas, hereinafter referred to as Grantee is in need of acquiring the necessary right of way from PRS Realty, II. L.P., 4229 Cochran Chapel Road, Dallas, Texas of the County of Dallas, State of Texas, hereinafter referred to as Grantor, for the construction of Ralph Hall Parkway over a portion of Developer's property as herein specifically described in the attached Exhibit "A" and shown on the attached Exhibit "B", and that the Rockwall City Council has approved the execution of a Developer's Agreement.

Property Description:

See Exhibit "A" attached hereto and all referenced made a part hereof.

Conveyance:

Grantor donates, grants, and conveys to Grantee in fee simple the Property described herein, TO HAVE AND TO HOLD, unto Grantee, its successors and assigns. Grantor, together with the Grantor's heirs, executors, administrators or successors, shall WARRANT AND FOREVER DEFEND all and singular the said Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof, except the Exceptions to Conveyance "by, through or under Grantor, but not otherwise."

Exceptions to Conveyance:

All presently recorded validly existing easements and rights-of-way, restrictions, reservations, conveyances, conditions, oil and gas leases, mineral severance's, and other instruments, other than liens and conveyances, that affect the Property.

Miscellaneous:

(a) Nothing in this instrument shall be construed as a waiver by Grantee of any utility connection charge or other charges imposed by ordinance by the City of Rockwall, Texas.

(b) The Property hereby conveyed may be used as a public right-of-way for the passage of vehicular and pedestrian traffic, including (without limitations) streets, roads, sidewalks, utilities, drainage, and other customary uses of public right-of-way. Improvements may be on such grade and according to such plans and specifications as will, in the opinion of Grantee, best serve the public purpose.

(c) The consideration described above shall be deemed full compensation for the conveyance of the Property, and for any diminution in value that may result to the remaining property of Grantor by virtue of Grantee's use of the Property.

(d) When the context requires it, singular nouns and pronouns include the plural.

(e) The conveyance is subject to the terms and conditions of the Developer's Agreement attached hereto as Exhibit C.

(f) Grantee and any of Grantee's agents or representatives shall not enter, trespass or encroach or cause any waste or nuisance upon Grantor's remaining property without the express written consent of Grantor. Grantee shall be liable for all damage or injury to any person or property resulting from the construction or maintenance of the

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EXHIBIT "A"
LEGAL DESCRIPTION
RIGHT-OF-WAY PARCEL No. 6B

BEING 3.010 acres of land located in the J.D. McFarland Survey, Abstract No. 145, Rockwall County, Texas, being a portion of that tract of land described in deed to PRS Realty II, LP as recorded in Volume 961, Page 55 of the Deed Records of Rockwall County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod set lying S 43°33'47"W, 291.20 feet and S 45°53'39"E, 19.21 feet from the Southeast corner of a tract of land described in deed to State of Texas as recorded in Volume 65, Page 591 of the Deed Records of Rockwall County, Texas and the South corner of an 8.44 acre tract of land described in deed to L & B Land and Cattle Co., recorded in Volume 1406, Page 120 of the Deed Records of Rockwall County, Texas;

THENCE N 44°06'21"E, 291.19 feet to a 1/2" iron rod set at the beginning of a curve to the Right;

THENCE NORTHEASTERLY, 398.29 feet along said curve to the Right having a radius of 1,242.50 feet, a central angle of 18°21'59" and a chord bearing N 53°17'21"E, 396.58 feet to a 1/2" iron rod set;

THENCE N 62°28'20"E, 852.42 feet to a 1/2" iron rod set in the Northeast boundary line of said PRS Realty tract and the Southwest boundary line of Lot 1, Block "C", Rockwall Business Park East, Phase Three, an addition to the City of Rockwall as shown by the plat recorded in Cabinet "B", Slide 291 of the Plat Records of Rockwall County, Texas;

THENCE S 46°00'55"E, along the Northeast boundary line of said PRS Realty tract, at 6.35 feet passing the South corner of said Lot 1 lying in the Northwest right-of-way line of Rockwall Parkway (a 60-foot right-of-way), at 66.35 feet passing the West corner of Lot 1, Block "B", Rockwall Business Park East, Phase Three, as shown by the plat mentioned above, continuing in all 89.56 feet to a 1/2" iron rod set at the beginning of a non-tangent curve to the Right in the Northeast boundary line of said PRS Realty tract and the Southwest boundary line of said Lot 1, Block "B";

THENCE SOUTHWESTERLY, 12.65 feet along said non-tangent curve to the Right, having a radius of 1,242.50 feet, a central angle of 00°35'00" and a chord bearing S 62°10'50"W, 12.65 feet to a 1/2" iron rod set;

THENCE S 62°28'20"W, 868.17 feet to a 1/2" iron rod set at the beginning of a curve to the Left;

THENCE SOUTHWESTERLY, 371.04 feet along said curve to the Left, having a radius of 1,157.50, a central angle of 18°21'59" and a chord bearing S 53°17'21"W, 369.45 feet to a 1/2" iron rod set;

THENCE S 44°06'21"W, 291.19 feet to a 1/2" iron rod set at a corner of Ralph Hall Parkway (an 85-foot right-of-way);

THENCE N 45°53'39"W along the Northeast boundary line of said Ralph Hall Parkway, 85.00 feet to the PLACE OF BEGINNING, containing 3.010 acres (131,111 square feet) of land.



020307

STATE OF TEXAS §
COUNTY OF ROCKWALL §
CITY OF ROCKWALL §

DEVELOPERS AGREEMENT

This Developers Agreement is entered into on the 18th day of October, 2000 by and between the City of Rockwall, Texas ("City") and PRS Realty II, L.P. ("Developer").

RECITALS

WHEREAS, the City is in need of acquiring the necessary right of way for the construction of Ralph Hall Parkway over a portion of Developer's property as herein specifically described by the hereto attached Exhibit A (the "Property"); and

WHEREAS, the parties have reached an agreement regarding said right of way value and assessable construction costs; and

WHEREAS, by a majority vote, the Rockwall City Council approved the execution of this Developer Agreement and Release on _____, 2000;

NOW, THEREFORE, for and in consideration of the mutual covenants and obligations set forth herein, the benefits to each of the parties hereto, and other good and valuable consideration, the City and Developer do hereby agree as follows:

Section 1. Incorporation of Premises. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. Public Improvements. That the Developer shall convey to the City the necessary right of way for Ralph Hall Parkway as described in Exhibit B attached hereto along with the necessary drainage and temporary construction easements. The drainage and temporary construction easements are to consist of the following:

- (a) Drainage easement Parcel No. 6B (1,576 sq. ft.)
- (b) Temporary drainage easement Parcel No. 6B (2,572 sq. ft.)
- (c) Temporary construction easement Parcel No. 6B-1 (5,825 sq. ft.)
- (d) Temporary construction easement Parcel No. 6B-2 (1,298 sq. ft.)
- (e) Temporary construction easement Parcel No. 6B-3 (6,544 sq. ft.)

Section 3. Developer has fulfilled its obligation to the City to enjoy use of and connection to the waterline being installed with the Ralph Hall Parkway project when the PRS property is developed. The normal provisions of the City's development and subdivision ordinances, regulators and standards shall apply, however, the City agrees:

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1. That there will be no special assessment or pro rata charges due on improvements made as a part of the Ralph Hall Parkway project;

2. That it will not use the area of the right-of-way dedicated to the City of Rockwall by PRS in calculation of water and sewer impact fees for the PRS property when development occurs;

3. The waterline installed with the Ralph Hall project is not an "impact fee line" and has not been used in development of the City's impact fee structure.

Section 4. Waiver of Assessments. In consideration for conveyance by Developer of the right of way and easements aforementioned and monetary consideration, the City agrees to waive any and all water and roadway pro rata fees or assessments for roadway, drainage, and water system improvements against Developer or Developer's property. Developer shall pay to the City the sum of Two Hundred Thousand Dollars (\$200,000.00), one-half to be paid at the time of final plat recordation for that portion of the Property north of Ralph Hall Parkway and one-half to be paid at the time of final plat recordation for that portion of the Property south of Ralph Hall Parkway. The Developer shall have the right to tap into, access and utilize the roadway, drainage and water system improvements constructed by the City. The Developer shall have no further obligation with regard to the said improvements, except that this waiver shall not effect water and/or sewer impact fees that may be due from said Property.

Section 5. General Waiver. The Developer expressly acknowledges that by entering into this Agreement, the Developer, its successors, assigns, vendors, grantees, and/or trustees, shall never construe this Agreement as waiving any of the requirements of the Zoning Ordinance or Subdivision Regulations or any other ordinance of the City, except as herein agreed upon.

Section 6. Notice. All payments, notices, demands, or requests from one party to the other shall be personally delivered or sent by United States mail certified, or registered, return receipt requested, postage prepaid, to the addresses stated in this Section:

City of Rockwall
205 W. Rusk
Rockwall, Texas 75087
Attn: City Manager

PRS Realty, II, L.P.
4229 Cochran Chapel Road
Dallas, Texas 75229
Attn: Richard Squires

Notice shall be deemed to have been given (i) if by hand delivery, at the time of delivery, or (ii) if mailed, seventy-two (72) hours after the deposit of same in any United States mail post office box in the State to which the notice is addressed or ninety-six (96) hours after the deposit in any such post office box in other than the State to which the notice is addressed, postage paid, addressed as set forth above. The addresses and addressees for the purpose of this Section may be changed by giving notice of such change in the manner herein provided for giving notice. Unless and until such written notice is received the last addresses and addressee stated by written notice, or provided herein if no written notice of change has been sent or received, shall be deemed to continue in effect for all purposes hereunder.

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Section 7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue shall be in Rockwall County, Texas.

Section 8. Legal Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Section 9. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the City and Developer. This Agreement may only be changed or modified with the written consent of Developer and of the City Council. Such modification may be requested by either party, but shall not, in any event, be effective unless and until approved by the City Council of the City.

Section 10. Covenant Running with the Land. This Agreement shall be considered as a covenant running with the land and shall be binding upon Developer, its successors and assigns, and shall be filed of record.

Section 11. Termination and Release. Upon the satisfactory completion by Developer and final acceptance by the City of all requirements of this Agreement, this Agreement shall terminate and the City will execute a release of covenant to Developer, its assigns, successors, grantees, trustees and/or representatives and the City shall file said release in the Rockwall County Deed Records.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its undersigned duly authorized representative as of the date hereinabove first mentioned.

CITY OF ROCKWALL, TEXAS

PRS REALTY II, L.P.

By: *Julie Couch*
Julie Couch, City Manager

By: _____
General Partner

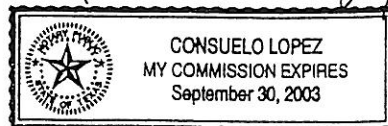
ATTEST:

By: *Richard Squires*
Richard Squires, Its President

By: *Belinda Page*
Belinda Page, City Secretary

I, Consuelo Lopez, Notary, do hereby certify that Richard D. Squires executed this document in front of me on this first day of June, 2000.

Consuelo Lopez



0200M 007-10

STATE OF TEXAS
VOL. 65, PG. 591
D.R.R.C.T.

L & B LAND
& CATTLE Co.
VOL. 1406, PG. 120
D.R.R.C.T.

PLACE OF
BEGINNING

291.20 S 43°33'47"W

N 44°06'21"E 291.19'

D=18°21'59"
R=1,242.50
L=398.29
CH=N 53°17'21"E
396.58

PROPOSED RALPH HALL PARKWAY

N 45°53'39"W 85.00'

56

350.54 N 44°06'21"E

57

58

PC1002
58+31.19

PROPOSED 85' R.O.W.

S 44°06'21"W 291.19'

J.D. McFARLAND SURVEY
(Abstract No. 145)

D=18°21'59"
R=1,157.50
L=371.04
CH=S 53°17'21"W
369.45

EXHIBIT "B"
RIGHT-OF-WAY
PARCEL
No. 6B
3.010 ACRES
(131,111 SQ. FT.)

LOCATED IN THE J.D. McFARLAND SURVEY
ABSTRACT No. 145 IN THE CITY OF
ROCKWALL, ROCKWALL COUNTY, TEXAS

SHEET 1 OF 5

02-10-2000
ROW6B1.dwg
WA# 97057

SCALE (feet)
0 30 60
SCALE: 1" = 30'

PRS REALTY II, LP
VOL. 961, PG. 55
D.R.R.C.T.



02-10-2000

WIA WIER & ASSOCIATES, INC.

MATCH LINE SEE SHEET No. 2

MATCH LINE SEE SHEET No. 2

0200M 00M11

PRS REALTY II, LP
VOL. 961, PG. 55
D.R.R.C.T.

D=18°21'59"
R=1,242.50
L=398.29
CH=N 53°17'21"E
396.58

PROPOSED 65' R.O.W.

PROPOSED RALPH HALL PARKWAY

60

61

MATCH LINE SEE SHEET No. 3

J.D. McFARLAND SURVEY
(Abstract No. 145)

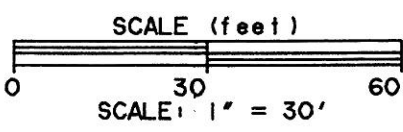
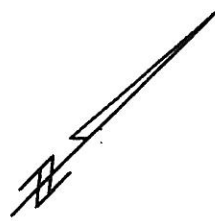
D=18°21'59"
R=1,157.50
L=371.04
CH=S 53°17'21"W
369.45

EXHIBIT "B"
RIGHT-OF-WAY
PARCEL
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3.010 ACRES
(131,111 SQ. FT.)

LOCATED IN THE J.D. McFARLAND SURVEY
ABSTRACT No. 145 IN THE CITY OF
ROCKWALL, ROCKWALL COUNTY, TEXAS

SHEET 2 OF 5

02-10-2000
ROW6B2.dwg
WA# 97057



PRS REALTY II, LP
VOL. 961, PG. 55
D.R.R.C.T.



WIA WIER & ASSOCIATES, INC.

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MATCH LINE SEE SHEET No. 2

D=18°21'59"
R=1,242.50
L=398.29
CH=N 53°17'21"E
396.58

PRS REALTY II, LP
VOL. 961, PG. 55
D.R.R.C.T.

N 62°28'20"E 852.42'

PROPOSED RALPH HALL PARKWAY

63

64

868.17 N 62°28'20"E

PT1002
62+15.85

PROPOSED 65' R.O.W.

S 62°28'20"W 868.17'

D=18°21'59"
R=1,157.50
L=371.04
CH=S 53°17'21"W
369.45

J.D. McFARLAND SURVEY
(Abstract No. 145)

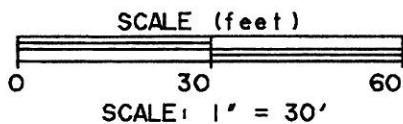
EXHIBIT "B"
RIGHT-OF-WAY
PARCEL
No. 6B
3.010 ACRES
(131,111 SQ. FT.)

LOCATED IN THE J.D. McFARLAND SURVEY
ABSTRACT No. 145 IN THE CITY OF
ROCKWALL, ROCKWALL COUNTY, TEXAS

SHEET 3 OF 5

02-10-2000
ROW6B3.dwg
WA# 97057

MATCH LINE SEE SHEET No. 4



PRS REALTY II, LP
VOL. 961, PG. 55
D.R.R.C.T.



02-10-2000

WIA WIER & ASSOCIATES, INC.

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PRS REALTY II, LP
VOL. 961, PG. 55
D.R.R.C.T.

N 62°28'20"E 852.42'

PROPOSED RALPH HALL PARKWAY

66 868.17 N 62°28'20"E 67

PROPOSED 85' R.O.W.

S 62°28'20"W 868.17'

MATCH LINE SEE SHEET No. 3

MATCH LINE SEE SHEET No. 5

PRS REALTY II, LP
VOL. 961, PG. 55
D.R.R.C.T.

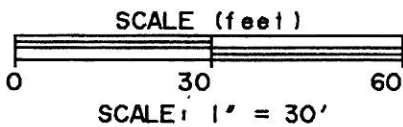
J.D. McFARLAND SURVEY
(Abstract No. 145)

EXHIBIT "B"
RIGHT-OF-WAY
PARCEL
No. 6B
3.010 ACRES
(131,111 SQ. FT.)

LOCATED IN THE J.D. McFARLAND SURVEY
ABSTRACT No. 145 IN THE CITY OF
ROCKWALL, ROCKWALL COUNTY, TEXAS

SHEET 4 OF 5

02-10-2000
ROW6B4.dwg
WA#97057



WAA WIER & ASSOCIATES, INC.

0228622

MATCH LINE SEE SHEET No. 4

PRS REALTY II, LP
VOL. 961, PG. 55
D.R.R.C.T.

PAUL MULCAHEY & BILLIE LOPEZ
LOT I, BLOCK C
ROCKWALL BUSINESS PARK EAST
PHASE THREE
CAB. B, SLIDE 291
P.R.R.C.T.

RIGHT-OF-WAY
PARCEL No. 8

N 62°28'20"E 852.42'

PROPOSED 65' R.O.W.

PROPOSED RALPH HALL PARKWAY

S 46°00'55"E
89.56'

ROCKWALL
PARKWAY

60' R.O.W.

D=00°35'00"
R=1242.50
L=12.65
CH=S 62°10'50"W
12.65

RIGHT-OF-WAY-
ABANDONMENT
No. 8

S 62°28'20"W 868.17'

RIGHT-OF-WAY
PARCEL No. 9

LOT I, BLOCK B
ROCKWALL BUSINESS PARK EAST
PHASE THREE
CAB. B, SLIDE 291
P.R.R.C.T.

J.D. McFARLAND SURVEY
(Abstract No. 145)

EXHIBIT "B"
RIGHT-OF-WAY
PARCEL
No. 6B

3.010 ACRES
(131,111 SQ. FT.)

LOCATED IN THE J.D. McFARLAND SURVEY
ABSTRACT No. 145 IN THE CITY OF
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PRS REALTY II, LP
VOL. 961, PG. 55
D.R.R.C.T.

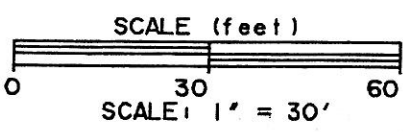
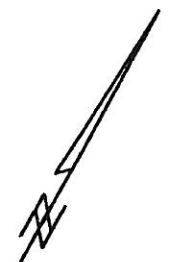


02-10-2000

SHEET 5 OF 5

02-10-2000
ROW6B5.dwg
WA# 97057

WIA WIER & ASSOCIATES, INC.



0228622

OR 02023 0315

Filed for Record in:
Rockwall County

On: Dec 11, 2000 at 03:11PM

As a
Recordings

Document Number: 0220622

Amount 35.00

Receipt Number - 50471
By,
Francine

STATE OF TEXAS

COUNTY OF ROCKWALL
I hereby certify that this instrument was
filed on the date and time stamped herein by me
and has duly recorded in the volume and page
of the named records of:
Rockwall County
as stamped herein by me.

Dec 11, 2000

Honorable Paulette Burks, County Clerk
Rockwall County

This Document has been received by this Office for
Recording into the Official Public Records. We do
hereby swear that we do not discriminate due to
Race, Creed, Color, Sex or National Origin.