

02539

DRAINAGE EASEMENT

THE STATE OF TEXAS §
 COUNTY OF ROCKWALL §

KNOW ALL PERSONS BY THESE PRESENTS:

That the City of Dallas (hereinafter called "Grantor" whether one or more natural persons or legal entities) of the County of Dallas, State of Texas, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS to the undersigned in hand paid by the **City of Rockwall, 108 Washington Street, Rockwall, Texas, 75087**, a Texas municipal corporation (hereinafter called "Grantee"), the receipt of which is hereby acknowledged and confessed, and the further benefits to be derived by the remaining property as a result of projected public improvements, has granted, sold and conveyed and does hereby grant, sell and convey unto Grantee, its successors and assigns, an easement for the purpose of constructing, maintaining and using storm water drainage facilities in, under, over through, across and along all that certain lot, tract or parcel of land described in Exhibit A, attached hereto and made a part hereof by reference for all purposes (the "Property").

Grantee is acquiring the Property for the purpose of constructing, maintaining and using storm water drainage improvements including right to make the improvements on such grade and according to such plans and specifications as will, in its opinion, best serve the public purpose. The payment of the purchase price for the property herein conveyed shall be considered full compensation for same and for any diminution in value that may result to remaining property by virtue of project proximity thereto, grade alignment, utility installation, or the alteration of drainage patterns and facilities.

Grantee agrees to make efforts to minimize the introduction of trash, litter, garbage and debris into Lake Ray Hubbard from areas outside its jurisdiction. These efforts include identifying sources of trash, garbage, litter and debris, and establishment of a strategy to request other jurisdictions to institute control measures. Grantee will institute methods in its jurisdiction for controlling the entry of litter, debris, garbage and trash in Lake Ray Hubbard from storm water conveyances or from persons or entities littering or dumping trash, garbage or debris within its jurisdiction.

Should one or more of the Grantor(s) herein be natural persons and not joined by their respective spouse, it is conclusively presumed that the land herein conveyed is not the residence or business homestead of such Grantor(s). Should one or more of the Grantors herein be a legal entity other than a natural person, it shall be conclusively presumed that the person signing on behalf of such a party has been duly and legally authorized to so sign and there shall be no necessity for a seal or attestation.

Grantee shall have the right to remove and keep removed from the permanent easement herein granted any and all structures, fences, trees, shrubs, growths or other obstructions which may endanger or interfere with the construction, reconstruction, maintenance or proper function of said stormwater drainage facilities.

This conveyance and the warranty of title herein provided is subject to (1) all easements, rights-of-way and prescriptive rights, whether of record or not, pertaining to any portion of the Property; (2) all presently recorded and valid oil, gas and/or other mineral exceptions, rights of development or leases, royalty reservations and/or other instruments constituting oil, gas or other mineral interest severances of any kind; (3) all presently recorded restrictive covenants, terms, conditions, contracts, provisions, zoning ordinances and other items, but only to the extent that same are still effective; (4) all presently recorded instruments (other than encumbrances and conveyances by, through or under Grantor) that affect the Property; (5) standby fees and taxes for the current year and subsequent years, the payment of which Grantee assumes; and subsequent assessments for this and prior years due to change(s) in land usage, ownership, or both, the payment of which Grantee assumes; and (6) any conditions that would be revealed by a physical inspection and survey of the Property.

As a material part of the consideration for this easement, Grantor and Grantee agree that Grantee is taking the Property "**AS IS**" with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Grantee's examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties except for the limited warranty of title set forth in this easement instrument.

Grantee's rights to use the Property is nonexclusive, and Grantor reserves for Grantor and Grantor's successors and assigns the right to use all or part of the Property in conjunction with Grantee as long as such use by Grantor and its successors and assigns does not interfere with the use of the Property by Grantee for the easement purpose and the right to convey to others the right to use all or part of the Property in conjunction with Grantee, as long as such further conveyance is subject to the terms of this easement instrument.

Upon termination of this easement for any reason, Grantee shall remove at its expense any improvements installed on the Property by it and return the Property to its condition existing before this easement and any improvements by Grantee if so directed by Grantor. Grantor may elect to leave the improvements in place, in which event they shall become Grantor's property.

To the extent allowed by Texas law, Grantee agrees to defend, indemnify and hold Grantor, Grantor's affiliated entities and their respective officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which

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recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by negligent act or omission of Grantee, its officers, agents or employees, in the use of the easement or the operation or maintenance of the storm water drainage facilities. The indemnity provided for in this paragraph shall not apply to any liability resulting solely from the negligence or fault of Grantor, Grantor's affiliated entities and their respective officers, agents, employees or separate contractors. In the event of joint or concurred negligence of both Grantee and Grantor, responsibility and indemnity, if any, shall be apportioned in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity available to the Grantee under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

TO HAVE AND TO HOLD the above described easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto City of Rockwall, its successors and assigns forever, and Grantor binds Grantor and Grantor's heirs, executors, administrators or successors, to Warrant and Forever Defend all and singular the said easement unto City of Rockwall, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof, by, through or under Grantor but not otherwise, except as to the reservations from and exceptions to conveyance and warranty.

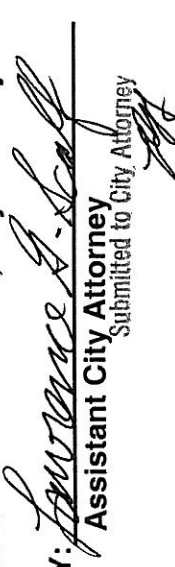

EXECUTED this 2nd day of May, 2002.

ATTEST:

Shirley Aoy, City Secretary

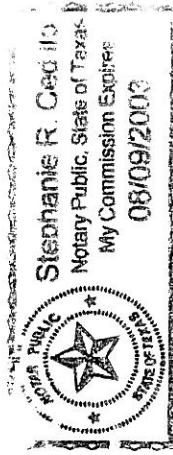
CITY OF DALLAS
TEODORO J. BENAVIDES, City Manager
BY: 
Assistant City Manager



APPROVED AS TO FORM:
Madeleine B. Johnson, City Attorney
BY: 
Assistant City Attorney
Submitted to City Attorney 

This instrument was acknowledged before me on May 2, 2002, by Ryan S. Evans, Assistant City Manager of the City of Dallas, a Texas municipal corporation, on behalf of the City of Dallas.


Notary Public, State of Texas



Gay DeHoff
Property Management Director
By: 
Assistant Director

20' DRAINAGE EASEMENT
7,501 SQUARE FEET

Being a 7,501 square feet tract of land situated in the Thomas Dean Survey, Abstract No. 69, Rockwall County, Texas, being a portion of the 75.53 acre tract conveyed to the City of Dallas according to the deed recorded in Volume 63, Page 89 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2" iron rod set, being the Northwest corner of a tract of land described in deed to D.R. Horton-Texas, Ltd., as recorded in Volume 2171, Page 286, Deed Records, Rockwall County, Texas, said point also being the Northeastly corner of said City of Dallas tract;

THENCE South 06°24'17" West, along the West line of said Horton tract and the Easterly line of said City of Dallas tract, a distance of 68.71 feet to a 3/8" iron rod found;

THENCE South 00°40'03" East, continuing along said West line of Horton tract, a distance of 148.74 feet to a 1/2" iron rod set, being the POINT OF BEGINNING;

THENCE, South 00°40'03" East, a distance of 20.00 feet to a 1/2" iron rod set;

THENCE, over and across said City of Dallas tract, the following:

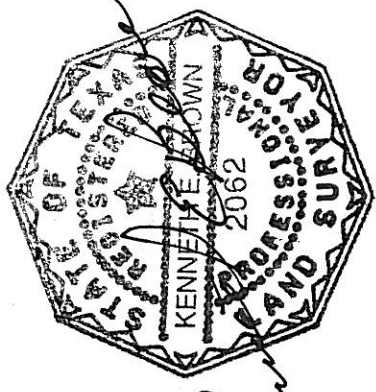
South 89°19'57" West, a distance of 335.07 feet to a 1/2" iron rod set for reference, continuing a total distance of 375.07 feet to a point in Lake Ray Hubbard;

North 00°40'03" West, a distance of 20.00 feet to a point in Lake Ray Hubbard;

North 89°19'57" East, a distance of 40.00 feet to a 1/2" iron rod set for reference, continuing a total distance 375.07 feet to the POINT OF BEGINNING and containing 7,501 square feet of land. *DMW*

REVIEWED BY *Charles F. Leibel* 3/1/02

SHEET 1 OF 2
SEE SHEET 2 OF 2 FOR DETAIL



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LAKE RAY HUBBARD



1" = 50'

CITY OF DALLAS
VOLUME 63, PAGE 89
D.R.R.C.T.

20' DRAINAGE EASEMENT
7,501 SQ. FT.
OR 0.172 AC.

POINT OF BEGINNING

POINT OF COMMENCING

REFERENCE BEARING PER
CITY OF ROCKWALL
MONUMENTATION SYSTEM

1/2" IRS DALTON ROAD

3/8" IRF

LOT LINE

LOT 1

"TAKE-LINE"
148.74'

Ⓐ

LOT 2

1/2" IRS

N00°40'03"W
20.00'

APPROX. LOCATION
EDGE OF WATER

1/2" IRS
(REFERENCE)

1/2" IRS
(REFERENCE)

N89°19'57"E
375.07'

S89°19'57"W
335.07'

375.07'

375.07'

(REFERENCE BEARING)
S00°40'03"E
20.00'

CITY OF DALLAS
CONC. MARKER
CC-11-5

S19°07'06"W
438.15'

1/2" IRS

S02°31'09"W
562.36'

CITY OF DALLAS
CONC. MARKER
CC-11-4

LOT LINE

LOT 4

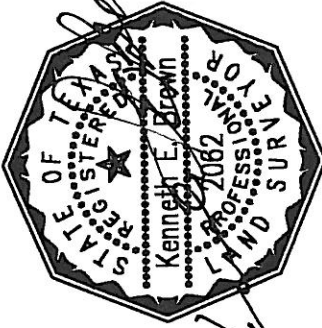
LOT 3

PROMENADE HARBOR ADDITION
D.R. HORTON-TEXAS, L.T.D.
VOL. 2171, PG. 286
D.R.R.C.T.

SHEET 2 OF 2
SEE SHEET 1 OF 2
FOR LEGAL DESC.

JANUARY 10, 2002

0050EXH2



DOUPHRATE & ASSOCIATES, INC.

ENGINEERING • CONSTRUCTION MANAGEMENT • SURVEYING

2236 EDGE RD. # 200 ROCKWALL, TEXAS 75087
PHONE: (972)771-9004 FAX: (972)771-9005

20' DRAINAGE EASEMENT
CITY OF ROCKWALL
ROCKWALL COUNTY, TEXAS

REVIEWED BY Charles K. Walker 3/1/02

0256626



CITY OF DALLAS

RECEIVED
MAY 13 2002

00079

May 9, 2002

Chuck Todd, P.E.
Director of Public Works/City Engineer
City of Rockwall
108 E. Washington
Rockwall, TX 75087

Re: Drainage Easement
Promenade Harbor
Lake Ray Hubbard

Dear Mr. Todd:

The Dallas City Council has approved the conveyance of a drainage easement to the City of Rockwall on land owned by the City of Dallas near Lake Ray Hubbard for the benefit of the Promenade Harbor housing development. Please have the enclosed executed easement recorded and returned to me with volume and page number at your earliest convenience.

Also enclosed is a letter requesting the acknowledged receipt of a "Statement of Position for Suburban Cities" concerning low-income housing. Please forward the statement to the appropriate City official for execution.

Please call me at 214 948 4159 if you have any questions.

Sincerely,

A handwritten signature in dark ink, appearing to read "Orlando Alameda".

Orlando Alameda
Senior Real Estate Specialist

encl.

0256626

OR

0256626

00070

Filed For Record in:
Rockwall County

On: May 22, 2002 at 02:58PM

As a
Recordings

Document Number: 0256626

Amount 19.00

Receipt Number - 77464

By:
Francine

STATE OF TEXAS

COUNTY OF ROCKWALL

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

May 22, 2002

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 ascertinate due to Race, Creed, Color, Sex or National Origin.