

KNOW ALL MEN BY THESE PRESENTS:

STATE OF TEXAS
COUNTY OF ROCKWALL

31655

810092

That the City of Dallas, Texas, a Municipal Corporation, of the County of Dallas, State of Texas, Grantor, hereinafter referred to as "Dallas", acting herein by and through its City Manager, George R. Schrader, duly authorized to execute the herein conveyance by Resolution No. 81-0092, Approved JANUARY 7, 1991, for and in consideration of the sum of One Dollar (1.00) in hand paid, the receipt of which is hereby acknowledged, has granted, sold and conveyed and by those presents does hereby grant unto the City of Rockwall, Texas, a Municipal Corporation, of the County of Rockwall, State of Texas, Grantee, hereinafter referred to as "Grantee", an easement and right-of-way over, under and across the following described property for the purpose of constructing, operating, and maintaining storm water drainage facilities consisting of both pipeline and open drainage channel, said easement and right-of-way being more particularly described as follows, to wit:

Being three 15 ft. wide strips of land over, under and across a tract of land situated in the M. B. Jones Survey, Abstract No. 121, Rockwall County, Texas, and being the remaining portion of that certain 62.28 acre tract referred to as "Second Tract" in a deed from J. H. Cade to the City of Dallas dated March 18, 1964, and recorded in Volume 69 at Page 268 of the Deed Records of Rockwall County, Texas, said 15 ft. wide strips of land having centerlines more particularly described as follows:

Strip 1

Commencing at an angle point in the east property line of said tract, said point being the location of Lake Ray Hubbard Take-Line concrete Monument AA-16 located 1163.96 ft. southerly of the present northeast corner of said tract, which corner is at the south right-of-way line of State Highway 66 and is also the northwest corner of the proposed Stonebridge Meadows, Phase Five addition, said commencing point also being located N. 7° 47' 04" W., 346.93 ft. from the northwest corner of Lot 10, Block "A" of Stonebridge Meadows, Phase One, an addition to the City of Rockwall as recorded in Volume 4, Page 45 of the Map Records of Rockwall County, Texas;

Thence from said commencing point, N. 18° 22' 04" W., 53.50 ft. to the Point of Beginning;

Thence from the Point of Beginning, S. 71° 37' 56" W., a distance of 346.00 ft., to end.

Strip 2

Having the same Commencing Point as described above.

Thence from said Commencing Point, N. 18° 22' 04" W., a distance of 453.50 ft., to the Point of Beginning;

Thence from the Point of Beginning, S. 71° 37' 56" W., a distance of 338.00 ft., to end.

Strip 3

Having the same Commencing Point as described above.

Thence from said Commencing Point N. 18° 22' 04" W., a distance of 853.50 ft. to the Point of Beginning;

Thence from the Point of Beginning, S. 71° 37' 56" W., a distance of 367.00 ft., to end.

36

There is also granted to Grantee a 30 ft. wide temporary working space easement along each side of the above-described 15 ft. drainage easements.

This easement is granted subject to the following special conditions:

1. All expenses in the construction, maintenance, removal and replacement of the above-described facilities shall be at the expense of Grantee.
2. All work to be performed by Grantee in connection with such facilities and any reconstruction renewal or substitution of same, shall be subject to the approval of plans and specifications by the Director of the Dallas Water Utilities Department. Such approval must be obtained prior to the commencement of any such work, and such work must conform to said plans and specifications. All materials and installation procedures will comply with current City of Dallas general specifications.
3. Dallas reserves the right to flood or place water on the surface of the easement granted hereby, in connection with its dam and reservoir, without liability of any kind to Grantee for any damage which may occur as a result.
4. Grantee agrees to fully indemnify and hold Dallas harmless, and defend Dallas from and/or against all suits, actions or claims of any character or description brought for any account of any injuries or damages received or sustained by any person; persons or property on account of or in connection with the operations of Grantee in exercising its rights as granted herein; and Grantee agrees to pay any judgment, with costs, which may be obtained against Dallas and/or growing out of any such injury and/or damage.
5. Upon completion of construction, all surplus dirt, rock and debris resulting therefrom will be cleaned up and removed from Dallas's property, and Dallas's property will be restored to a sightly condition.
6. In the event that the easement granted hereby should at any time in the future cease to be used by Grantee for the purposes for which it is granted, all rights granted hereby shall revert to Dallas and Grantee shall remove any improvements from the easement strip and restore Dallas's property to its original contour.
7. This easement is granted subject to, and shall remain subservient to the rights of Dallas to use its property as it sees fit. If the proposed facilities to be constructed by Grantee shall, at any time in the future, hinder, obstruct or interfere with Dallas's use of its property, Grantee will, within 120 days after receipt of written notice, do whatever may be necessary to remedy such condition.
8. This agreement shall be binding upon the successors and assigns of the parties hereto, and the terms "Dallas" and "Grantee" shall include contractors, agents, officers and employees of the respective parties where appropriate.

Reference: Drainage Area Map, Stonebridge Meadows, Phase Five, Job 507-E, Sheet 1/5, Plate No. 8, Rockwall County, Texas, Threadgill-Dowdey and Associates, Consulting Engineers, Dallas, Texas.

TO HAVE AND TO HOLD the said easement and right-of-way to the extent herein granted unto said Grantee, its successors and assigns, so long as the same is used for the purpose for which it is granted.

Executed this 7th day of January, A.D., 1981, City of Dallas, Texas.

Attest:

CITY OF DALLAS
GEORGE R. SCHRADER, CITY MANAGER

[Signature]
Robert S. Sloan, City Secretary

By: [Signature]
Assistant City Manager

COUNTERSIGNED:

[Signature]
City Controller

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned, a Notary Public in and for Dallas County, Texas, on this day personally appeared Camille Barnett, Assistant City Manager, of the City of Dallas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed as the act and deed of the City of Dallas, Texas, and in the capacity therein stated, and that the corporate seal affixed to said instrument is the corporate seal of the City of Dallas.

Given under my hand and seal of office, this 14th day of February, A.D., 1981

[Signature]
Notary Public in and for Dallas County, Texas

Executed this 8th day of December, A.D., 1980, City of Rockwall, Texas.

Attest:

CITY OF ROCKWALL

[Signature]
City Secretary

By: [Signature]
MAYOR

STATE OF TEXAS
COUNTY OF ROCKWALL

BEFORE ME, the undersigned, a Notary Public in and for Rockwall County, Texas, on this day personally appeared Nancy F. Miller of the City of Rockwall, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed as the act and deed of the City of Rockwall, Texas, and that the corporate seal affixed to said instrument is the corporate seal of the City of Rockwall.

Given under my hand and seal of office, this 8 day of December, A.D., 1980.

[Signature]
Notary Public in and for Rockwall County, Texas

Approved as to form
LEE E. HOLT, City Attorney

By: [Signature]
Assistant City Attorney

Approved
[Signature]
DIRECTOR

DALLAS WATER UTILITIES DEPARTMENT

Approved as to substance
[Signature]

- 3 -

FILED: 2-5-81 DAY OF: January 1981 @ 9:25 P.M.
RECORDED: 2-5-81 DAY OF: January 1981 @ 3:00 P.M.
JUNE WIMPEE, COUNTY CLERK, ROCKWALL COUNTY, TEXAS
BY: [Signature] DEPUTY