

Tarrant County
Permanent Drainage Easement

DATE: _____, 2024

GRANTOR: **WALSH RANCHES LIMITED PARTNERSHIP**, a Texas limited partnership

GRANTOR'S MAILING ADDRESS:

155 Walsh Drive
Aledo, TX 76008

GRANTEE: **TARRANT COUNTY, TEXAS**

GRANTEE'S MAILING ADDRESS:

100 E. Weatherford, Suite 401
Fort Worth, TX 76196-0601

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

PROPERTY: Being a tract of land located in Tarrant County, Texas, and being more particularly described on Exhibit "A" attached hereto and incorporated herein for all purposes.

1. Grantor, for the consideration paid to Grantor and other good and valuable consideration, hereby grants, sells, and conveys to Grantee, its successors and assigns, a non-exclusive, perpetual easement ("Easement") over and across the Property for the construction, operation, maintenance, replacement, upgrade, and repair of a Permanent Drainage Facility, hereafter referred to as "Facility". The Facility includes all reasonable and customary incidental underground and aboveground attachments, equipment and appurtenances, including, but not limited to manholes, inlets, headwalls, rip-rap, channels (lined or earthen), pipelines, junction boxes in, upon, under and across the Property, 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. This grant and conveyance is made subject to all matters of record affecting the Property.

2. Grantor reserves and retains the right to grant other rights and easements across, over or under the Property to such other persons as Grantor deems proper, provided such other grants do not unreasonably interfere with the use of the Easement by Grantee for the purpose set forth herein. Notwithstanding anything to the contrary, Grantor and any future owners of the fee title to the Property and their designees shall retain the following rights with respect to the Property:

(a) to build fences, one or more roads, driveways, alleys, and to construct underground utilities across, over and under the Property; and

- (b) to landscape the Property.

Grantor and any future owner of the fee title to the Property shall locate any such fences, roads, alleys, or utilities crossing the Facility within the Property at an angle of approximately 90 degrees; provided, however, the crossing angle of such improvements with the Facility may be reduced to no less than 60 degrees to the extent such reduction is deemed appropriate or desirable by Grantor or such future owners of the Property in their sole discretion, but in no event shall such fences, roads, alleys, or utilities cross the Facility within the Property at less than a 60 degree angle without the prior consent of Grantee. The horizontal and vertical location of all fences, roads, alleys, or utilities or landscaping improvements within the Property shall be subject to reasonable minimum horizontal and vertical clearance requirements of the Grantee. The right of Grantor and any future owners of the Property to landscape the surface of the Property as set forth above shall not give Grantor and any future owners of the Property the right to place hardscape (such as fountains, walls and retaining walls) on the surface of the Property without the written consent of Grantee if the construction of such hardscape requires a building permit. In the event the construction of such hardscape does require a building permit, Grantor and any future owners must obtain, from Grantee or Grantee's Director of the Transportation and Public Works Department, written consent of the construction. Further, Grantor, at its expense, shall have the right to relocate any Facility installed pursuant to this Easement provided that the level of service provided by such Facility at the new location will not be impaired or disrupted in any respect either in the process of such relocation or after the completion thereof.

3. Grantee shall repair any damage to improvements on the Property or surrounding property and restore the surface of the Property and surrounding property from damage resulting from Grantee's use of the Property. Grantee shall have no right to use any property of Grantor (other than the Property) without the prior written consent of Grantor.

4. Grantee shall not use the Property, or permit use of the Property by any other person, in a manner that violates applicable laws or regulations or constitutes a hazard to the health, safety and/or welfare of the public. Except for the normal use of fuels, lubricants, chemicals required to install said public utilities and their normal byproducts of use, the Grantee shall not, and shall not permit any of its employees, agents, contractors, subcontractors, suppliers or invitees to generate, manufacture or dispose of on or about the Property any hazardous substance. If Grantor in good faith believes that a hazardous substance may have been generated, manufactured or disposed of on or about the Property by the Grantee or any of its employees, agents, contractors, subcontractors, suppliers or invitees, Grantor may have environmental studies of the Property conducted as it deems appropriate. In the event such studies reveal that a hazardous substance has been generated, manufactured or disposed of on or about the Property, except as noted above, the cost of such studies shall be paid by Grantee.

5. Except with regard to those arising from the gross negligence or willful act or omission of Grantor, Grantor shall not be responsible for any claims, suits, losses, liability, costs and expenses from a User's use of the Property. A "User" is defined to include any person, other than the Grantee, providing materials or service in connection with the design and construction of the Facility.

6. This Easement is not assignable by Grantee to any party other than the City of Fort Worth, Texas, without the prior written consent of Grantor.

7. As a part of the grant hereby made it is agreed between the parties hereto that any stone, earth, gravel or caliche which may be excavated in the opening, construction or maintenance of said channel or drainage easement may be removed from said Property by Grantee and utilized in the construction and maintenance of the project.

8. All notices required or permitted hereby shall be in writing and become effective after being deposited in the U.S. mail, certified or registered with appropriate postage prepaid or, if delivered by some other manner, when actually received. Notices to the parties shall be addressed as follows:

To Grantor:

Walsh Ranches Limited Partnership
155 Walsh Drive
Aledo, Texas 76008
Attn: Ryan B. Dickerson

To Grantee:

Tarrant County, Texas
100 E. Weatherford Street, Suite 404
Fort Worth, TX 76196
Attention: Miriam Salazar

From time to time a party may designate a new address for the purpose of receiving notices hereunder by giving notice of its new address to the other party in the manner provided above.

TO HAVE AND TO HOLD the above-described Easement, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging, unto Grantee, its successors and assigns, forever; and Grantor hereby binds itself and its successors or assigns to Warrant and Forever Defend all and singular, the said Easement unto Grantee, 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.

[signatures on following page(s)]

IN WITNESS WHEREOF, this instrument is executed to be effective as of the _____ day of _____, 2024.

Grantor:

WALSH RANCHES LIMITED PARTNERSHIP,
a Texas limited partnership

By: Walsh North Star Company, LLC,
a Delaware limited liability company,
its general partner

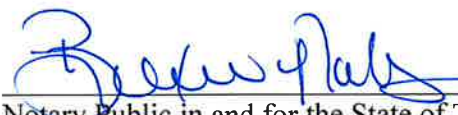
By: 
Ryan B. Dickerson, Vice President

ACKNOWLEDGEMENT

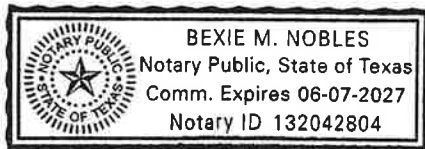
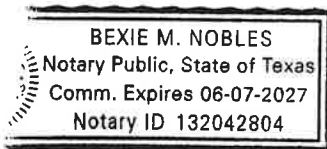
STATE OF TEXAS §
 §
COUNTY OF PARKER §

This instrument was acknowledged before me on this 18 day of January 2024, by Ryan B. Dickerson, as Vice President of Walsh North Star Company, LLC, a Delaware limited liability company, as general partner of Walsh Ranches Limited Partnership, a Texas limited partnership, on behalf of said limited liability company and limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this date of Jan. 18, 2024.


Notary Public in and for the State of Texas

[seal]



**ACCEPTED ON THE TERMS,
CONDITIONS AND RESERVATIONS
CONTAINED HEREIN:**

Grantee:

Tarrant County, Texas,
a political subdivision of the State of Texas

By: _____
The Honorable Tim O'Hare
County Judge

APPROVED AS TO FORM:

Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2024, by _____, the _____ of Tarrant County, Texas, a political subdivision of the State of Texas, on behalf of Tarrant County, Texas.

[seal]

Notary Public, State of Texas

GRANTEE'S ADDRESS:

Tarrant County, Texas
100 E. Weatherford Street, Suite 404
Fort Worth, Texas 76196
Attention: Miriam Salazar

AFTER RECORDING, RETURN TO:

Tarrant County, Texas
100 E. Weatherford Street, Suite 404
Fort Worth, Texas 76196
Attention: Miriam Salazar

WITH COPY TO:

Walsh Ranches Limited Partnership
155 Walsh Drive
Aledo, Texas 76008
Attention: Ryan Dickerson

Exhibit “A”

Property

[see following pages]

Description of a Drainage Easement

BEING a tract of land situated in the William Robinson Survey, Abstract Number 1274, Tarrant County, Texas, and being a portion of that (remainder) tract of land described by deed to Walsh Ranch Limited Partnership recorded in Volume 12624, Page 92, County Records, Tarrant County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod with cap stamped "Dunaway", found at the northeast corner of a tract of land described by deed to Tarrant County, Texas in Instrument Number D222256547, said County Records, being the northwest corner of said remainder tract, and being in the south right-of-way line of Interstate Highway 20 (a variable width right-of-way);

THENCE S 82°09'43" W, 43.73 feet, with said south right-of-way line and the north line of said Tarrant County tract, to a 5/8 inch iron rod with cap stamped "Peloton" set;

THENCE N 83°24'17" W, 89.09 feet, with said common line, to 5/8 inch iron rod with cap stamped "Peloton", set at the northwest corner of said Tarrant County tract, being a northeast corner of said remainder tract;

THENCE S 00°00'03" W, 146.59 feet, departing said common line, to a 5/8 inch iron rod with cap stamped "Peloton", set in the east line of said remainder tract, being the west line of said Tarrant County tract;

THENCE S 02°12'35" W, 760.23 feet, continuing with said common line, to a 5/8 inch iron rod with cap stamped "Peloton", set at the beginning of a curve to the left;

THENCE with said common line and curve to the left, an arc distance of 15.98 feet, through a central angle of 00°52'04", having a radius of 1055.14 feet, the long chord which bears S 01°46'30" W, 15.98 feet, to the **POINT OF BEGINNING**;

THENCE continuing with said common line and said curve to the left, an arc distance of 42.58 feet, through a central angle of 02°18'43", having a radius of 1055.14 feet, the long chord which bears S 00°11'07" W, 42.57 feet, to a 5/8 inch iron rod with cap stamped "Peloton" set;

THENCE S 00°58'06" E, 112.51 feet;

THENCE S 89°01'54" W, 62.69 feet, departing said common line over and across said remainder tract;

THENCE N 00°58'06" W, 155.08 feet;

THENCE N 89°01'54" E, 63.55 feet to the **Point of Beginning** and containing 9,735 square feet or 0.223 acres of land more or less.

"Integral parts of this document"

1. Description
2. Exhibit

Peloton Job No. CON22001

Tarrant

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January 11, 2024

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EA02_MP_CHK.out
Parcel Closure Report: EA2_MP_CHK

1 $
2 $ - - - - -
3 $ Start Coordinates, North: 6981296.544 East: 2294870.104 Name:
214
4 $ Curve: Rad.: 1055.140 Delta: 2^ 18' 43.00" lft. Arc: 42.576
5 $ Degree: 5^ 25' 48.57" Tan.: 21.291 Mid Ord.: 0.215 Ext.
0.215
6 $ Chord Bearing: S 0^ 11' 7.00" W Chord Dist.: 42.573
7 $ Line: S 0^ 58' 6.00" E Dist.: 112.510
8 $ Line: S 89^ 01' 54.00" W Dist.: 62.690
9 $ Line: N 0^ 58' 6.00" W Dist.: 155.080
10 $ Line: N 89^ 01' 54.00" E Dist.: 63.550
11 $ End Coordinates, North: 6981296.550 East: 2294870.106
12 $ Error North: 0.006 Error East: 0.003
13 $ Error Direction: S 26^ 34' 20.24" W Total Distance Error: 0.006
14 $ Error of Closure: 1/70122.139
15 $ Perimeter: 436.406
16 $ Area: sq. Feet: 9734.117 Acres: 0.223

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