

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**CITY OF GRAND PRAIRIE
DRAINAGE EASEMENT**

STATE OF TEXAS

KNOW ALL PERSONS BY THESE PRESENTS

COUNTY OF ELLIS

That **Prairie Ridge Capital Corp.**, a Texas corporation, formerly known as PRA Prairie Ridge Development Corp., with an address of 10210 N. Central Expressway, Suite 300, Dallas Texas, 75231, hereinafter referred to as "Grantor", for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by the City of Grand Prairie, Texas, 300 West Main Street, Grand Prairie, Texas 75050, hereinafter referred to as "City" or "Grantee", the receipt and sufficiency of which is hereby acknowledged and confessed, subject to the provisions, conditions and limitations in this Drainage Easement (this "Easement"), has GRANTED, SOLD and CONVEYED, and does by these presents GRANT, SELL and CONVEY unto City, a drainage easement for surface flows, on, over and across all that certain tract or parcel of land described in **EXHIBITS "A" and "B"** attached hereto and made a part hereof for all purposes (the "Easement Property").

TO HAVE AND TO HOLD the same perpetually to said City, its successors and assigns, subject to all matters of record in the real property records of Ellis County, Texas to the extent same exist and actually affect the Easement Property (the "Matters of Record"), together with the right and privilege at any and all reasonable times to enter upon the Easement Property for the sole purpose of directing surface flows on, over and across the Easement Property; and, subject to the Matters of Record, Grantor does hereby bind Grantor and its successors and assigns to **WARRANT AND FOREVER DEFEND** all and singular the said premises unto City, 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.

This permanent easement shall be used by the City in connection with its **Lakeview 2.0 MG Elevated Storage Tank, W.O. #02410201.**

Grantor shall not be liable for any property damage and/or bodily injury caused by one or more of Grantee, its employees, contractors, invitees or other persons entering upon and utilizing the Easement Property that are acting by, through or under the direction of Grantee.

The City, in connection with any work it conducts within the Easement Area, shall restore the Easement Property (and any improvements or landscaping therein) to substantially the same condition as immediately prior to construction, including (a) the restoration of grass with similar grass wherever grass has been removed or damaged during construction, and (b) clean up and removal of all trash and debris caused by Grantee's use of the Easement Property, within a reasonable time after completion of such use by Grantee or the cessation of on-site work within the Easement Area for more than 30 days. Grantee shall also restore the surface of the Easement Property to a smooth contour (including regrading, if necessary) prior to restoration of grass following said installation or use of the Easement Property, including the restoration of

existing topsoil or removal of soils by Grantee within the same time period.

Grantor represents and warrants to City that, to Grantor's actual knowledge, Grantor is the sole owner of the fee simple title to the Easement Property, subject to the Matters of Record, and has the right and authority to executed this Easement.

To the extent within Grantor's reasonable control, Grantor will not convey any other easement or conflicting rights within the Easement Property which unreasonably interfere with City's rights granted herein and provided that all such other conveyances comply with all applicable local, state and federal laws, ordinances, rules, regulations and/or requirements, as they exist, may be amended or in the future arising.

Grantor shall not place any improvement or take any action, permanent or temporary, on the Easement Property which would unreasonably interfere with, in any material way, the rights granted herein; provided, however, Grantor may fully use and enjoy the Easement Property, which includes the right to place landscaping, sprinkler systems, ornamental trees, and similar improvements within the Easement Property. With respect to improvements installed within the Easement Area after the date hereof, and subject to the Matters of Record, the City may remove and keep removed any and all improvements to the extent reasonably necessary to exercise the easement rights granted to it herein. City will not be responsible for loss of improvements due its exercise of the rights granted herein.

It is expressly understood that all rights, conveyances or covenants are herein written, and no unwritten agreements of any kind shall be binding or recognized or in any way modify this instrument of conveyance.

Grantee, only to the extent allowed by law, shall indemnify, defend, assume all liability for, and hold harmless the Grantor, its successors and assigns, from all actions, claims, suits, penalties, obligations, liabilities, and/or injuries and/or death to persons that may be caused by Grantee's activities pursuant to this instrument, or arising out of or in connection with such activities. Nothing in this indemnity provision shall be read to extend indemnification to Grantor for Grantor's own negligence, gross negligence, or intentional tortious acts.

This Easement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. Unless set forth in this instrument, no representations, warranties, covenants, agreements or conditions shall be binding upon the parties hereto or shall affect or be effective to interpret, change or restrict the provisions of this instrument. This Easement, and the rights and privileges granted herein shall terminate when, or at such time, as (a) the purposes hereof cease to exist, are abandoned by Grantee, or become impossible of performance or (b) the holder of fee title to the Easement Property has recorded one or more final plats with Ellis County against the Easement Property that have been approved by Grantee and provide for the dedication of permanent easements for the purposes set forth herein in favor of Grantee (each a "Final Plat"). Upon recordation of a Final Plat, this Easement, rights to use the Easement Property hereunder and rights appurtenant thereto shall cease and terminate and revert to Grantor with respect to the portion of the Easement Property subject to such Final Plat.

The individuals executing this instrument on behalf of Grantor represents that all appropriate and necessary actions have been taken to authorize the individual who is executing this instrument to do so for and on behalf of Grantor, that there are no other parties or entities required to execute this instrument in order for the same to be an authorized and binding agreement on Grantor and that the individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

This instrument shall be binding on, and inure to the benefit of, City and Grantor and their respective successors or assigns.

[Signature Pages to Follow]

DRAFT

EXECUTED as of the date in the notary block below.

Prairie Ridge Capital Corp.,
a Texas corporation

By: _____
Name: _____
Title: _____

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on _____, 202__ by _____, _____ for Prairie Ridge Capital Corp., a Texas corporation, and acknowledged to me that he executed said instrument for the purposes and considerations therein expressed, and as the act of said corporation.

[NOTARY SEAL]

Notary Public - State of Texas

EXECUTED this ____ day of _____, 202__.

AGREED AND ACCEPTED:

City of Grand Prairie, Texas

By: _____

Name: William A. Hills

Title: City Manager

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on the _____ day of _____, 202__, by William A. Hills, City Manager for the City of Grand Prairie, Texas, and acknowledged to me that he executed said instrument for the purpose and considerations therein expressed, and as the act of said municipality.

EXHIBIT "A"

EXHIBIT "A" LEGAL DESCRIPTION OUTFALL EASEMENT

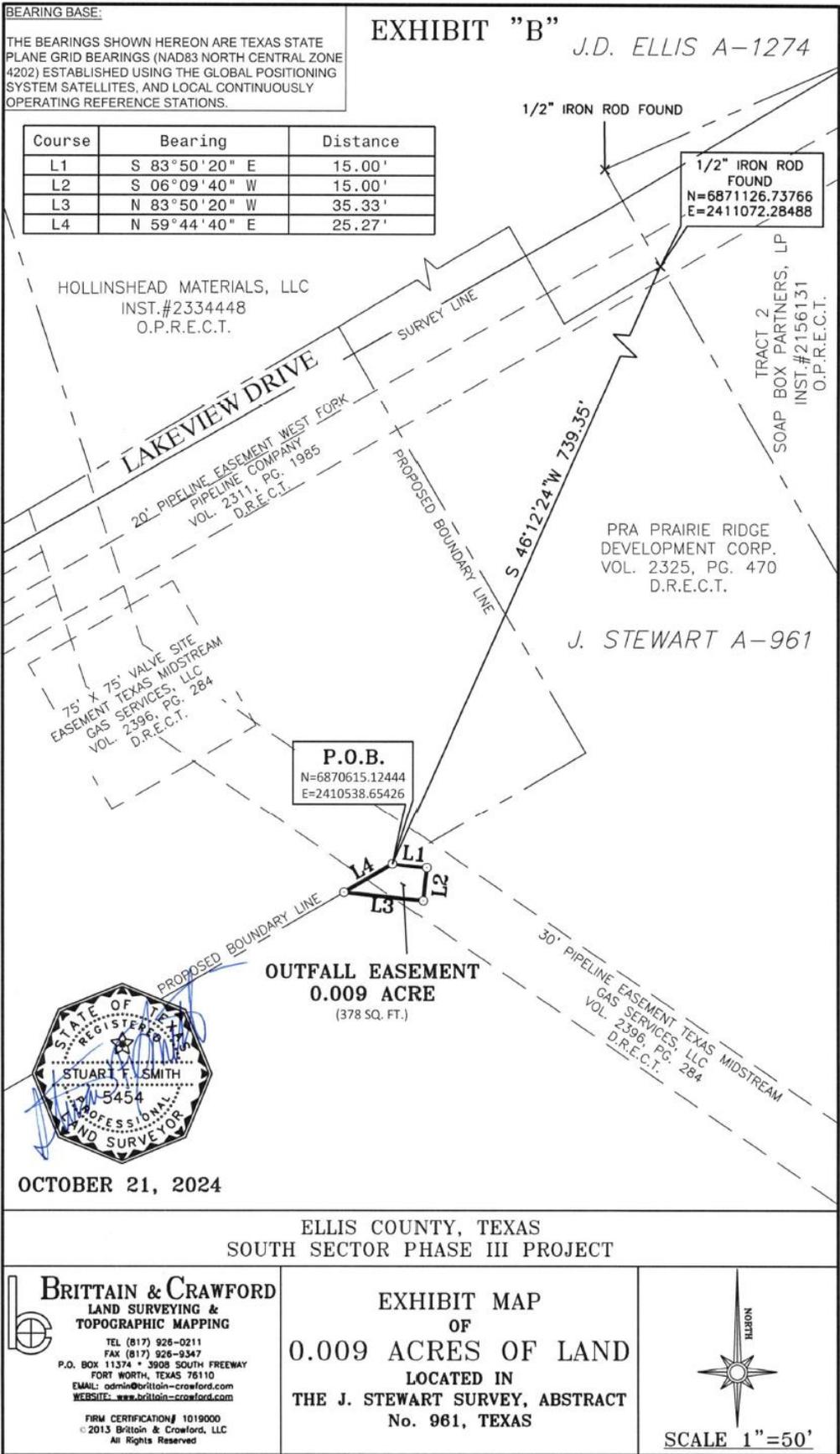
BEING 0.009 acre of land located in the JOSEPH STEWART SURVEY, Abstract No. 961, Ellis County, Texas, and being a portion of the tract of land conveyed to PRA Prairie Ridge Development Corp., by the deed recorded in Volume 2325, Page 470, of the Deed Records of Ellis County, Texas. Said 0.009 acre of land being more particularly described by metes and bounds as follows:

BEGINNING at a point lying within said PRA Prairie Ridge Development Corp. Tract, being located S 46° 12' 24" W 739.35 feet, from a ½" iron rod found in the most Easterly North corner of said PRA Prairie Ridge Development Corp. Tract, and said POINT OF BEGINNING having a Texas Grid Coordinate N: 6,870,615.12444 and E: 2,410,538.65426;

THENCE S 83° 50' 20" E 15.00 feet, to a point;
THENCE S 06° 09' 40" W 15.00 feet, to a point;
THENCE N 83° 50' 20" W 35.33 feet, to a point;
THENCE N 59° 44' 40" E 25.27 feet, to the POINT OF BEGINNING containing 0.009 acre (378 square feet) of land.



EXHIBIT "B"



(JEFF)...PROJECTS\FN\GRAND PRAIRIE\SOUTH SECTOR PHASE III\South Sector Easements\OUTFALL ESMT PRAIRIE RIDGE.dwg