

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  
TEMPORARY CONSTRUCTION EASEMENT  
(2598 Kingwood Blvd., Tarrant County, Texas)**

**STATE OF TEXAS**

**KNOW ALL PERSONS BY THESE PRESENTS**

**COUNTY OF TARRANT**

That **Lake Parks North Homeowners Association**, a Texas non-profit corporation, whose address is 12700 Park Central Drive, Suite 600, Dallas, Texas 75251, hereinafter referred to as "Grantor", for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by the City of Grand Prairie, Texas, 300 W. Main Street, Grand Prairie, Texas 75050, hereinafter referred to as "City", the receipt and sufficiency of which is hereby acknowledged and confessed, does hereby grant to City a temporary construction easement on, over and across all that certain tract or parcel of land shown as **EXHIBIT "A" and EXHIBIT "B"** attached hereto and made a part hereof for all purposes (hereinafter, the "Easement Property").

This temporary construction easement shall be used by the City in connection with its Fish Creek Bank Stabilization Improvements project, W.O. #620.97 and #620.113.

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

**NOTWITHSTANDING** any other right or privilege granted herein, this temporary construction easement shall be effective as of the last date of execution hereto and automatically terminate, expire, and be of no further force or effect without any further action by the City or Grantor upon the earlier to occur of (i) completion of construction of the Improvements, and (ii) two (2) years after the date hereof. No later than the expiration of the term of this temporary construction easement, the City, in connection with construction of the Improvements, shall restore and replace the Easement Property to a condition substantially similar to its condition prior to construction, including the restoration of grass with similar grass wherever grass has been removed during construction.

Grantor represents and warrants to City that Grantor is the sole owner of the fee simple title to the Easement Property. Grantor does hereby represent and warrant that there are no liens, attachments or other encumbrances which will affect the title or right of the Grantor to convey this deed and this easement to the City for the purposes as described herein. If such condition does exist, a signature with acknowledgment shall be included and made a part of this document conveying the rights and privileges contained herein and subordinating any such lien to the deed and the easement granted herein.

Grantor covenants that 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.

Further, during the term of the temporary construction easement, Grantor shall not place any improvement or take any action, permanent or temporary, on the Easement Property which may affect or interfere with, in any way, the rights granted herein. City may remove and keep removed any and all improvements to the extent necessary to make repairs to the Improvements. City will not be responsible for loss of improvements due its exercise of the rights granted herein.

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 Follow]*

EXECUTED this 8 day of January, 2025.

**GRANTOR:**

**Lake Parks North Homeowners Association,**  
a Texas non-profit corporation

By: \_\_\_\_\_

Name: Kailey Jordan

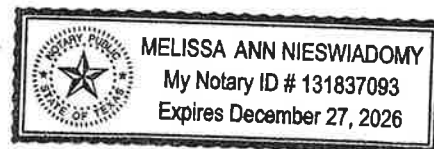
Title: Community Manager

**STATE OF TEXAS**

**COUNTY OF \_\_\_\_\_**

This instrument was acknowledged before me on the 8 day of January, 2025, by Kailey Jordan, Community Manager for Lake Parks North Homeowners Association, a Texas non-profit 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 Public in and for the 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"**

**"TEMPORARY CONSTRUCTION EASEMENT"**

BEING 4,841 square feet of land situated in and being a portion of Lot A, Block 1, Lake Parks North, an addition to the City of Grand Prairie, Tarrant County, Texas, as filed in Instrument #D209232228, Plat Records of Tarrant County, Texas (P.R.T.C.T.), and being a portion of a tract of land described in deed to Lake Parks North Homeowners Association, according to the deed filed in Instrument #D215153552, Deed Records of Tarrant County, Texas (D.R.T.C.T.); and being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod with cap stamped "A.N.A.", found in the most westerly south line of said Lot A, also being the northeast corner of Lot 8, and the northwest corner of Lot 9, of said Block 1, Lake Parks North;

THENCE S 89°53'13" W, along the most westerly south line of said Lot A, and along the north line of said Lot 8, a distance of 172.38 feet to a mag nail found at the northwest corner of said Lot 8, also being the northeast corner of Lot 7, of said Block 1, Lake Parks North;

THENCE N 53°40'36" E, passing over and across said Lot A, a distance of 35.66 feet to 1/2 inch iron rod set with cap stamped "TNP INC ESMT" (hereinafter all 1/2 inch iron rods set are marked the same) for the POINT OF BEGINNING of the hereinafter described tract of land;

THENCE continuing over and across said Lot A, the following courses, and distances;

N 35°49'51" W, a distance of 26.39 feet to a 1/2 inch iron rod set;

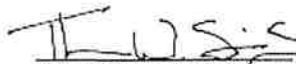
N 61°25'19" W, passing over and across a 15' Utility Easement, as filed in Instrument #D209232228, P.R.T.C.T., a distance of 50.84 feet to the west line of said Lot A, also being in the east line of Lot 24, Block A, Kingswood Forest Addition, Phase I, an addition to the City of Grand Prairie, Tarrant County, Texas, as filed in Cabinet A, Slide 4340, P.R.T.C.T.;

THENCE N 00°14'45" W, along the west line of said Lot A, and along the east line of said Lot 24, continuing over and across said 15' Utility Easement, a distance of 49.02 feet;

THENCE over and across said Lot A, the following courses, and distances;

S 61°25'19" E, a distance of 134.79 feet;

S 62°28'47" W, a distance of 65.48 feet to the POINT OF BEGINNING and containing 4,841 square feet or 0.111 of an acre of land.

  
Theron W. Sims, R.P.L.S.  
Texas Registration No. 5887



Surveyed on the ground Sept. 12, 2024

1. Bearings of lines shown hereon refer to Grid North of the Texas Coordinate System of 1983 (North Central Zone; NAD83(2011) 2010.00) as derived locally from Allmarra Central's Continuously Operating Reference Stations (CORS) via Real Time Kinematic (RTK) methods. An average Combination Factor of 1.000136508 was used to scale grid coordinates and distances to surface.

2. Integral parts of this survey:
- Legal Description
  - Sketch

Sheet 1 of 2  
GPR 19468

# EXHIBIT "B"

