

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
(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 drainage 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").

TO HAVE AND TO HOLD the same perpetually to said City, its successors and assigns, together with the right and privilege at any and all time to enter upon said drainage easement for the purpose of construction or reconstruction on and maintenance of drainage facilities within the drainage easement; and Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators, and successors 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 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 easement property that are acting by, through or under the direction of Grantee.

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.

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: 

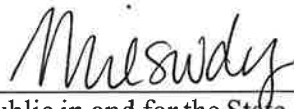
Name: Kailey Jordan

Title: Community Manager

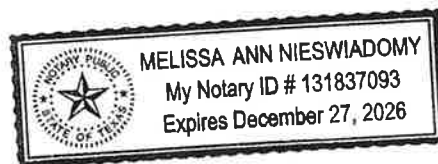
STATE OF TEXAS

COUNTY OF Tarrant

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"

"DRAINAGE EASEMENT"

BEING 1,314 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 42°31'12" E, passing over and across said Lot A, a distance of 15.99 feet to 1/2 inch iron rod set with cap stamped "TNP INC ESM1" (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, passing over and across a 15' Utility Easement, as filed in Instrument #D209232228, P.R.T.C.T., a distance of 18.93 feet to a 1/2 inch iron rod set;

N 61°25'19" W, continuing over and across said 15' Utility Easement, a distance of 35.29 feet to the west line of said Lot A, also being in the east line of Lot 24, Block A, Kingswood Forest Addition, Phase 1, an addition to the City of Grand Prairie, Tarrant County, Texas, as filed in Cabinet A, Slide 4340, P.R.T.C.T.;

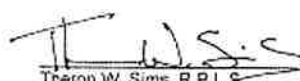
THENCE N 00°14'45" W, along the west line of said Lot A, and along the east line of said Lot 24, passing over and across said 15' Utility Easement, a distance of 22.83 feet;

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

S 61°25'19" E, continuing over and across said 15' Utility Easement, a distance of 50.84 feet to a 1/2 inch iron rod set;

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

S 62°28'47" W, passing over and across said 15' Utility Easement, a distance of 20.21 feet to the POINT OF BEGINNING and containing 1,314 square feet or 0.030 of an acre of land.


Theron W. Sims, R.P.L.S.
Texas Registration No. 5887
Sept. 23, 2024



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 Allstar Central's Continuously Operating Reference Stations (CORS) via Real Time Kinematic (RTK) methods. An average Combination Factor of 1.000138506 was used to scale grid coordinates and distances to surface.

2. Integral parts of this survey:
a. Legal Description
b. Sketch

Sheet 1 of 2
GPR 19468

EXHIBIT "B"

