

EASEMENT

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

KNOW ALL PERSONS BY THESE PRESENTS:

That UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, successor in title to the Texas and Pacific Railway Company, (hereinafter called "Grantor" whether one or more natural persons or legal entities) of the County of Dallas, State of Texas, for and in consideration of the sum of SEVENTY ONE THOUSAND SEVEN HUNDRED SEVENTY-SIX AND NO/100 (\$71,776.00) to the undersigned in hand paid by the **City of Dallas, 1500 Marilla Street, Dallas, Texas, 75201**, a Texas municipal corporation (hereinafter called "City"), the receipt of which is hereby acknowledged and confessed, and the further benefits to be derived by the remaining property as a result of projected public improvements, has granted, sold and conveyed and does hereby grant, sell and convey unto City, its successors and assigns, an easement for the passage of vehicular and pedestrian traffic, together with the customary uses attendant thereto, including sidewalks, retaining walls, drainage and utilities, over, under, through, across and along all that certain lot, tract or parcel of land with and upper elevation limit of 418 feet, National Geodetic Vertical Datum 1929, Mean Sea Level, described in Exhibit "A", attached hereto and made a part hereof by reference for all purposes.

The City is acquiring this property for the purpose of erecting thereon a public trafficway for the passage of vehicular and pedestrian traffic, including the right to make the improvements on such grade and according to such plans and specifications as will, in its opinion, best serve the public purpose. The payment of the purchase price for the property herein conveyed shall be considered full compensation for same and for any diminution in value that may result to Grantor's remaining property by virtue of project proximity thereto, grade alignment, utility installation, or the alteration of drainage patterns and facilities.

Should one or more of the Grantor(s) herein be natural persons and not joined by their respective spouse, it is conclusively presumed that the land herein conveyed is not the residence or business homestead of such Grantor(s). Should one or more of the Grantors herein be a legal entity other than a natural person, it shall be conclusively presumed that the person signing on behalf of such a party has been duly and legally authorized to sign and there shall be no necessity for a seal or attestation.

The City and/or its contractor shall have the right to grade or fill a slope at three to one across Grantor's abutting property in conjunction with the presently projected public improvements.

Nothing in this easement shall be construed as a waiver by the City of any connection charge or charges imposed by ordinance or Charter of the City of Dallas.

SPECIAL PROVISIONS: "None"

Exhibit B

TO HAVE AND TO HOLD the above described easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto City, its successors and assigns forever, and Grantor binds Grantor and Grantor's heirs, executors, administrators or successors, to Warrant and Forever Defend all and singular the said easement unto the City of Dallas, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

EXECUTED this _____ day of _____, _____.

UNION PACIFIC RAILROAD COMPANY, a Delaware corporation

By: _____

* * * * *

STATE OF NEBRASKA '
COUNTY OF DOUGLAS '

This instrument was acknowledged before me on _____

by _____ of UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, on behalf of said corporation.

Notary Public, State of NEBRASKA

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After recording return to:
Ijaz Haq
Dallas Water Utilities
1500 Marilla St, Room 4AN
Dallas, Texas 75201

Easement Log No. TWM613