

EXHIBIT B

WASTEWATER EASEMENT

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF DALLAS §

That Angela Hickman Scott, Alvin'a Scott, Alvin Scott Jr. and Andrew Scott (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 EIGHT THOUSAND NINE HUNDRED AND NO/100 DOLLARS (\$8,900.00) 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 purpose of laying, constructing, maintaining, repairing and replacing a City wastewater main or mains and appurtenances and such additional main or mains and appurtenances as are needed in the future in, under, through, across and along all that certain lot, tract or parcel of land 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 laying, constructing, maintaining, repairing and replacing a City wastewater main or mains and appurtenances, and such additional main or mains and appurtenances as are needed in the future, according to such plans and specifications as will, in City's opinion, best serve the public purpose. The payment of the purchase price shall be considered full and adequate compensation for the easement rights herein granted.

Should one or more of the Grantors 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 so sign and there shall be no necessity for a seal or attestation.

The City shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the same to, the right of ingress and egress over and across said property to and from said easement for the purpose of constructing, reconstructing, maintaining, inspecting or repairing said main or mains and appurtenances.

The City shall have the right to remove and keep removed from the permanent easement herein granted any and all structures, fences, trees, shrubs, growths or other obstructions which may endanger or interfere with the construction, reconstruction, maintenance, repair or operation of the said main or mains. (Grantor, its successors or assigns, shall not place or store any material upon, or cover, bury, pave over or otherwise obstruct any cleanout, valve, meter or manhole located within the herein described permanent easement.)

Grantor, its successors or assigns, shall not be permitted to plant trees or shrubs of any

EXHIBIT B

kind within the boundaries of the herein described permanent easement.

All expenses in the construction and maintenance of said main or mains and appurtenances shall be borne by the City. In the construction of said main or mains and appurtenances, should the City find it necessary to remove any improvements now on the above-described property, all of those expenses shall also be borne by the City. Upon completion of construction, all surplus excavation, debris, trash or litter resulting from construction shall be cleaned up and hauled off the premises, and the easement property, including any fences disturbed, shall be restored to its original contour and condition.

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".

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 City, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

EXECUTED this _____ day of _____, _____.

Angela Hickman Scott

Alvin'a Scott

Alvin Scott Jr.

Andrew Scott

EXHIBIT B

* * * * *

STATE OF TEXAS :
COUNTY OF DALLAS :

This instrument was acknowledged before me on _____
by Angela Hickman Scott.

Notary Public, State of TEXAS

* * * * *

STATE OF TEXAS :
COUNTY OF DALLAS :

This instrument was acknowledged before me on _____
by Alvin'a Scott.

Notary Public, State of TEXAS

* * * * *

STATE OF TEXAS :
COUNTY OF DALLAS :

This instrument was acknowledged before me on _____
by Alvin Scott Jr.

Notary Public, State of TEXAS

* * * * *

STATE OF TEXAS :
COUNTY OF DALLAS :

This instrument was acknowledged before me on _____
by Andrew Scott.

Notary Public, State of TEXAS

* * * * * **EXHIBIT B** * *

After recording return to:
City of Dallas
Department of Sustainable Development and Construction
Real Estate Division
320 East Jefferson Boulevard, Room 203
Dallas, Texas 75203
Attn: Lisa Junge

Wastewater Easement Log No. **49722**

Exhibit A

11,826 SQUARE FEET (0.2715 AC.) OF LAND BEING PART OF BLOCK 6629, TO BE ACQUIRED BY THE CITY OF DALLAS FROM ANGELA HICKMAN SCOTT ET AL FOR WASTEWATER EASEMENT

All that certain lot, tract, or parcel of land lying and being located in Dallas County, Texas:

Being an 11,826 square foot (0.2715 acre) tract of land out of the Morris Ferris Survey, Abstract Number 460, and being part of Lot 5 of the Partition of a portion of said Survey among the heirs of Francis R. Daniel according to a decree entered in Volume 2, Page 1, Minutes of the County Court of Dallas County, Texas and being part of Block 6629, Official City of Dallas Block number same also being part of a tract of land conveyed to Angela Hickman Scott, Alvin'a Scott, Alvin Scott JR and Andrew Scott by SPECIAL WARRANTY DEED, recorded in Instrument Number 200600179841 of the Official Public Records, Dallas County, Texas and being more particularly described by metes and bounds as follows;

Commencing at a 1/2 inch iron rod found at the common southeast corner of Lot 4 and the northeast corner of said Lot 5 of the abovementioned Estate of Francis R. Daniel, same being along the west line of University Hills Boulevard, a variable width right of way;

Thence S 88° 58' 36" W, departing said west line of University Hills Boulevard and along the common line of said Lots 4 and 5, a distance of 789.10 feet to a 5/8 inch iron rod with pink cap stamped BDS TECH set for the **POINT OF BEGINNING**;

Thence, over and across said Lot 5 the following courses;

S 05° 31' 14" E, a distance of 344.72 feet to a 5/8 inch iron rod with pink cap stamped BDS TECH set;

S 10° 39' 15" E, a distance of 49.44 feet to a 5/8 inch iron rod with pink cap stamped BDS TECH set along the common south line of said Lot 5 and the north line of a tract of land conveyed to JACQUELINE A FORD HARRIS according to a SPECIAL WARRANTY DEED recorded in Volume 2000141, Page 5297 of the Deed Records, Dallas County, Texas;

Thence S 88° 58' 36" W, with the last mentioned common line a distance of 30.44 feet to a 5/8 inch iron rod with pink cap stamped BDS TECH set;

Thence over and across said Lot 5 the following courses;

N 10° 39' 15" W, a distance of 45.65 feet to a 5/8 inch iron rod with pink cap stamped BDS TECH set;

N 05° 31' 14" W, a distance of 348.42 feet to a 5/8 inch iron rod with pink cap stamped BDS TECH set along the aforementioned common line of Lots 4 and 5;



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11,826 SQUARE FEET (0.2715 AC.) OF LAND BEING PART OF BLOCK 6629, TO BE ACQUIRED BY THE CITY OF DALLAS FROM ANGELA HICKMAN SCOTT ET AL FOR WASTEWATER EASEMENT

Thence N 88° 58' 36" E, with said common line a distance of 30.09 feet to the **POINT OF BEGINNING** and containing approximately 11,826 square feet (0.2715 acre) of land within the metes recited.

Bearings are based on the Texas State Plane Coordinates System, North Central Zone 4202, North American Datum of 1983.

CERTIFICATION

I, Seth Ephraim Osabutey, R.P.L.S. number 6063 do hereby certify that the legal description hereon and the accompanying survey drawing represent an actual survey made on the ground under my supervision.



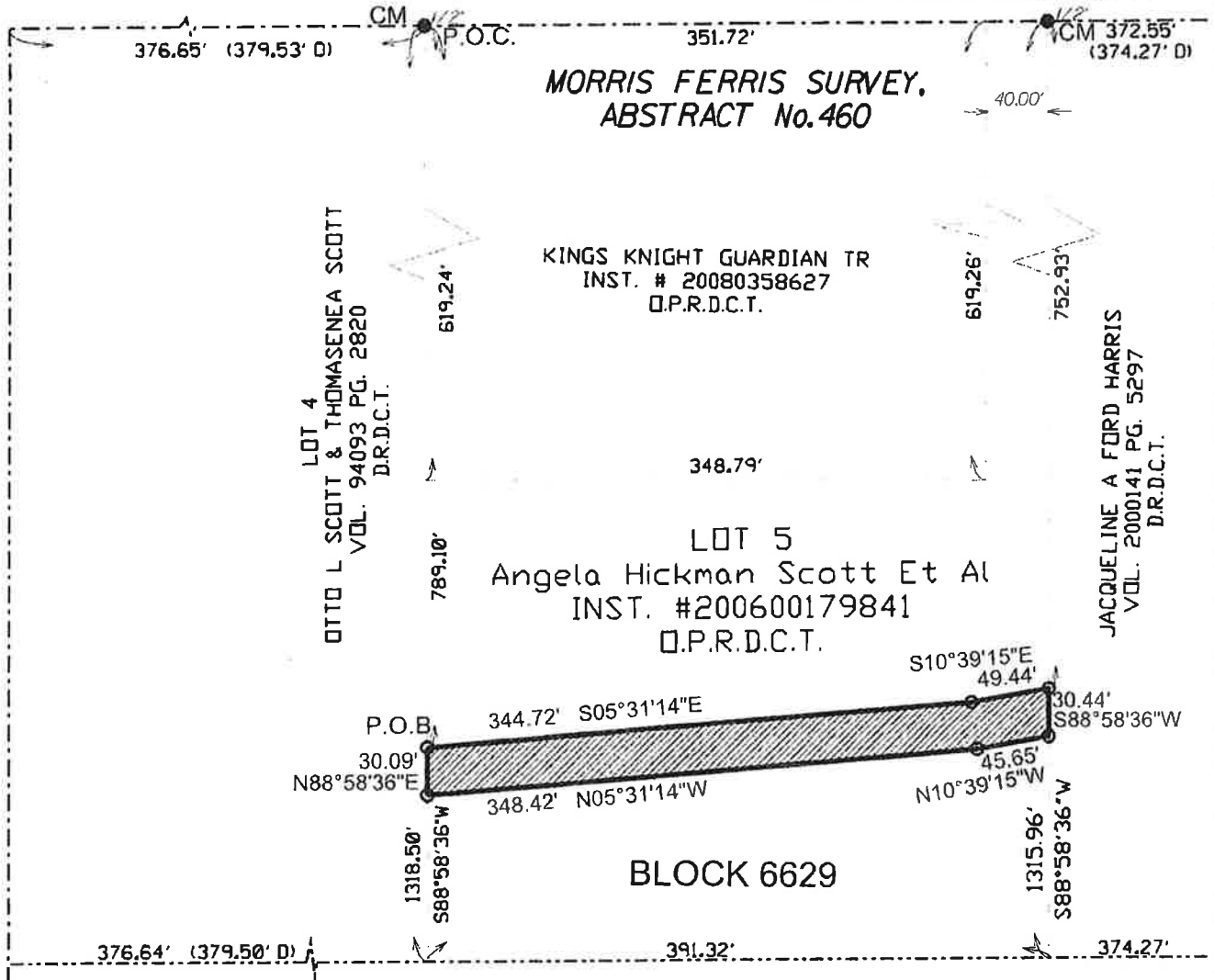
Seth Osabutey
08/28/2020

11,826 SQ. FT. (0.2715 AC) OF LAND BEING PART OF BLOCK 6629,
TO BE ACQUIRED FROM ANGELA HICKMAN SCOTT ET AL BY THE
CITY OF DALLAS FOR WASTEWATER EASEMENT

3
3

ZEDEKIAH RICKETTS SURVEY ABST. NO. 1203
 CAMP WISDOM RD
 MORRIS FERRIS SURVEY ABST. NO. 460
 Volume 2219, Page 7 D.R.D.C.T.
 100' WIDE ROW


UNIVERSITY HILLS BLVD.
 VARIABLE WIDTH ROW
 PETER B. STOUT SURVEY ABST. NO. 1306
 MORRIS FERRIS SURVEY ABST. NO. 460




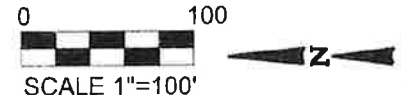
BASIS OF BEARING: Bearings are based on the Texas State Plane Coordinate System, North Central Zone 4202, North American Datum of 1983.


CERTIFICATION

I, S. Ephraim Osabutey, R.P.L.S. number 6063 do hereby certify that the survey drawing hereon and the accompanying legal description represent an actual survey made on the ground under my supervision.


 08/28/2020





LEGEND	
P.O.C.	POINT OF COMMENCING
P.O.B.	POINT OF BEGINNING
CM	CONTROLLING MONUMENT
○	5 / 8 inch Iron Rod Set W/ yellow cap stamped "BDS"
●	Iron Rod End (Size As Noted)
-----	ABSTRACT LINE
- - - - -	Ex. Easement line
---	PROPERTY LINE
----	RIGHT OF WAY LINE
.....	SUBDIVISION LINE
	TO BE ACQUIRED