

EXHIBIT B WATER EASEMENT

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

KNOW ALL PERSONS BY THESE PRESENTS:

That WENDY'S PROPERTIES, LLC, a Delaware limited liability 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 TWELVE THOUSAND SIX HUNDRED AND FIFTEEN AND NO/100 DOLLARS (\$12,615.00) 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, a non-exclusive easement for the purpose of laying, constructing, maintaining, repairing and replacing a City water 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 easement for the purpose of laying, constructing, maintaining, repairing and replacing a City water main or mains and appurtenances, and such additional main or mains and appurtenances within such easement 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 within such easement that are reasonably 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 within such easement.

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 kind within the boundaries of the herein described permanent easement.

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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 within the easement area granted herein, 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, without warranty of any kind, subject to all matters of record.

EXECUTED this _____ day of _____, 2023.

GRANTOR:

Wendy's Properties, LLC,
a Delaware limited liability company

By: _____
Stephen Piacentini, Vice President – Restaurant Development

EXHIBIT B

* * * * *

STATE OF OHIO
COUNTY OF FRANKLIN

This instrument was acknowledged before me on _____, 2023 by Stephen Piacentini, Vice President – Restaurant Development of Wendy’s Properties, LLC, a Delaware limited liability company, on behalf of the limited liability company.

Notary Public, State of Texas

* * * * *

After recording return to:
City of Dallas
Real Estate Division
320 East Jefferson Boulevard, Room 203
Dallas, Texas 75203
attn: Maria Lopez
Water Easement Log No. 51281

EXHIBIT A

**FIELD NOTES DESCRIBING A 2,320 SQUARE FOOT (0.0533 ACRE TRACT)
WATER LINE EASEMENT TO BE ACQUIRED
FOR CITY BLOCK D/8043
HENSON C. DAVIS SURVEY, ABSTRACT NUMBER 409
CITY OF DALLAS, DALLAS COUNTY, TEXAS
FROM WENDY'S PROPERTIES, LLC**

BEING a 2,320 square foot (0.0533 acre) tract of land situated in City Block 8043 and the Henson C. Davis Survey, Abstract Number 409, City of Dallas, Dallas County, Texas, said tract being part of Lot 1, Block 1 of Wendy's Northwest Addition No. 1, an addition to the City of Dallas, as recorded in Volume 94003, Page 5766 of the Deed Records of Dallas County, Texas (D.R.D.C.T.), also being part of that certain called 0.944 acre tract of land conveyed to Wendy's Properties, LLC by General Warranty Deed as recorded in Instrument Number 201500283381 of the Official Public Records of Dallas County, Texas (O.P.R.D.C.T.), said 2,320 square foot tract being more particularly described as follows:

COMMENCING at a X cut (controlling monument) found for the northwest corner of Lot 6, Block D/8043 of Whataburger of Mesquite - Northwest Highway, an addition to the City of Dallas, as recorded in Volume 97112, Page 1097, D.R.D.C.T., same being that certain called 0.9992 acre tract of land conveyed to Whataburger of Mesquite, Inc. as recorded in Volume 97115, Page 3354, D.R.D.C.T., the southwest corner of that certain called 3.4166 acre tract of land conveyed to City of Dallas as recorded in Instrument Number 201900259566, O.P.R.D.C.T. and also being in the existing easterly right of way line of Executive Drive (variable width right of way), from which a 5/8 inch iron rod with red cap stamped "City of Dallas" (controlling monument) found bears North 89 degrees 16 minutes 29 seconds East, a distance of 284.89 feet for the northeast corner of said Lot 6 and an interior ell corner of said 3.4166 acre City of Dallas tract;

THENCE, South 00 degrees 43 minutes 24 seconds East, along the west line of said Lot 6 and the existing easterly right of way line of said Executive Drive, a distance of 25.00 feet to the northwest corner of said Lot 1 and an exterior ell corner of said Lot 6;

THENCE, North 89 degrees 16 minutes 28 seconds East, departing the west line of said Lot 6 and the existing easterly right of way line of said Executive Drive, along the common line of said Lot 1 and said Lot 6, a distance of 155.01 feet to the northeast corner of said Lot 1 and an interior ell corner of said Lot 6;

THENCE, South 00 degrees 43 minutes 32 seconds East, along the common line of said Lot 1 and said Lot 6, a distance of 259.97 feet to a X cut on concrete set for the **POINT OF BEGINNING**;

