

EXHIBIT B

WATER AND WASTEWATER EASEMENT

THE STATE OF TEXAS §

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF DALLAS §

That **R.K.C.J., LLC, a Texas 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 TWENTY ONE THOUSAND FOUR HUNDRED THIRTY-SIX AND NO /100 DOLLARS (\$21,436.00) 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 water and 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 water and 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.)

EXHIBIT B

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.

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 _____, _____.

R.K.C.J., LLC,
a Texas limited liability company

By: _____
Robert J. Pitre, President

* * * * *

STATE OF TEXAS '
COUNTY OF DALLAS '

This instrument was acknowledged before me on _____
by Robert J. Pitre, President of R.K.C.J., LLC, a Texas limited liability company on behalf of
said limited liability company.

Notary Public, State of Texas

* * * * *

EXHIBIT B

After recording return to:

City of Dallas
Department of Public Works
Real Estate Division
320 East Jefferson Boulevard, Room 203
Dallas, Texas 75203
Attn: LISA JUNG

Water and Wastewater Easement Log No. 50671

**53,357 SQUARE FEET (1.2249 AC.) OF LAND BEING PART OF BLOCK
7605, TO BE ACQUIRED BY THE CITY OF DALLAS FROM
R.K.C.J., LLC. FOR WATER AND WASTEWATER EASEMENT**

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

Being a 53,357 square foot (1.2249 acres) tract of land out of the S. C. Atterbury Survey, Abstract Number 14 and being part of Block 7605, Official City of Dallas Block number, same also being part of a tract of land conveyed to R.K.C.J., LLC, by GENERAL WARRANTY DEED, recorded in Volume 96066, Page 7234, Deed 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 southeasterly corner of Lot 17 same being the southwesterly corner of Lot 18 both of OAK CLIFF PLANTATIONS ADD'N, an addition to the City of Dallas recorded in Volume 17, Page 185, Map Records, Dallas County, Texas, same also being along the northwesterly right of way line of Wasco Lane, a 60 foot wide right of way;

Thence N 59° 01' 55" E, with said northwesterly right of way line a distance of 440.00 feet to the southeasterly corner of Lot 21 of said addition and from which a 1 inch iron pipe found bears S 05° 01' 08" W, a distance of 4.54 feet, same being along the southwesterly line of said R.K.C.J., LLC. tract (State Plane Coordinates N: 6924959.1556, E: 2491440.8064) for the **POINT OF BEGINNING**;

Thence N 59° 01' 55" E, departing the last mentioned southwesterly line and crossing said R.K.C.J., LLC, tract, a distance of 50.00 feet to a 5/8 inch iron rod with pink cap stamped BDS TECH set at an angle point;

Thence S 30° 59' 02" E, a distance of 1070.38 feet to a 5/8 inch iron rod with pink cap stamped BDS TECH set along the northeasterly line of a proposed 35 foot wastewater easement;

Thence S 66° 19' 28" W, with the last mentioned northeasterly line, a distance of 50.41 feet to a 5/8 inch iron rod with pink cap stamped BDS TECH set at the intersection of said proposed northeasterly wastewater easement line and the aforementioned southwesterly line of R.K.C.J., LLC. tract, same being the northeasterly line of Lot 15 of the OAK CLIFF PLANTATIONS addition, an addition to the City of Dallas recorded in Volume 8, Page 263 of said Map Records;

Thence N 30° 59' 02" W, with said southwesterly line, and the northeasterly line of said Lot 15 a distance of 1063.99 feet to the **POINT OF BEGINNING** and containing approximately 53,357 square feet (1.2249 acres) of land within the metes recited.

Exhibit A

**53,357 SQUARE FEET (1.2249 AC.) OF LAND BEING PART OF BLOCK
7605, TO BE ACQUIRED BY THE CITY OF DALLAS FROM
R.K.C.J., LLC. FOR WATER AND WASTEWATER EASEMENT**

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



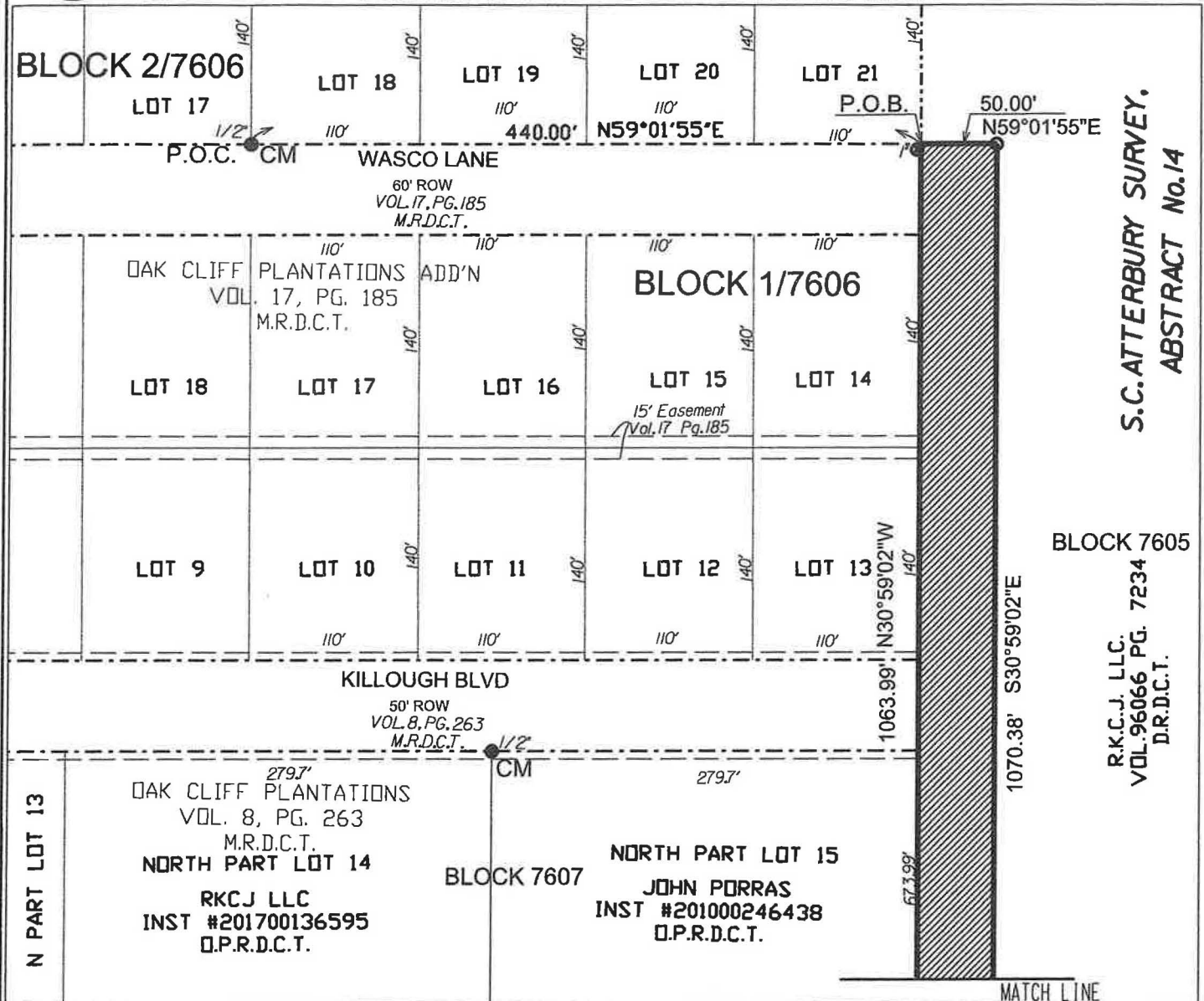
A handwritten signature in cursive script, appearing to read "S. Osabutey".

S. EPHRAIM OSABUTEY 06/30/2021

Exhibit A

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53,357 SQUARE FEET (1.2249 AC.) OF LAND BEING PART OF BLOCK 7605, TO BE ACQUIRED BY THE CITY OF DALLAS FROM R.K.C.J., LLC. FOR WATER AND WASTEWATER EASEMENT



S.C.ATTERBURY SURVEY.
ABSTRACT No.14

BLOCK 7605

R.K.C.J. LLC.
VOL.96066 PG. 7234
D.R.D.C.T.

0 100



SCALE 1"=100'

LEGEND

- P.O.C. POINT OF COMMENCING
- P.O.B. POINT OF BEGINNING
- CM CONTROLLING MONUMENT
- 5/8" Iron Rod w/BDS cap set
- Iron Rod Fnd (Size As Noted)
- Iron Pipe Fnd (Size As Noted)
- Ex. Easement line
- PROPERTY LINE
- RIGHT OF WAY LINE
- SUBDIVISION LINE
- TO BE ACQUIRED

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

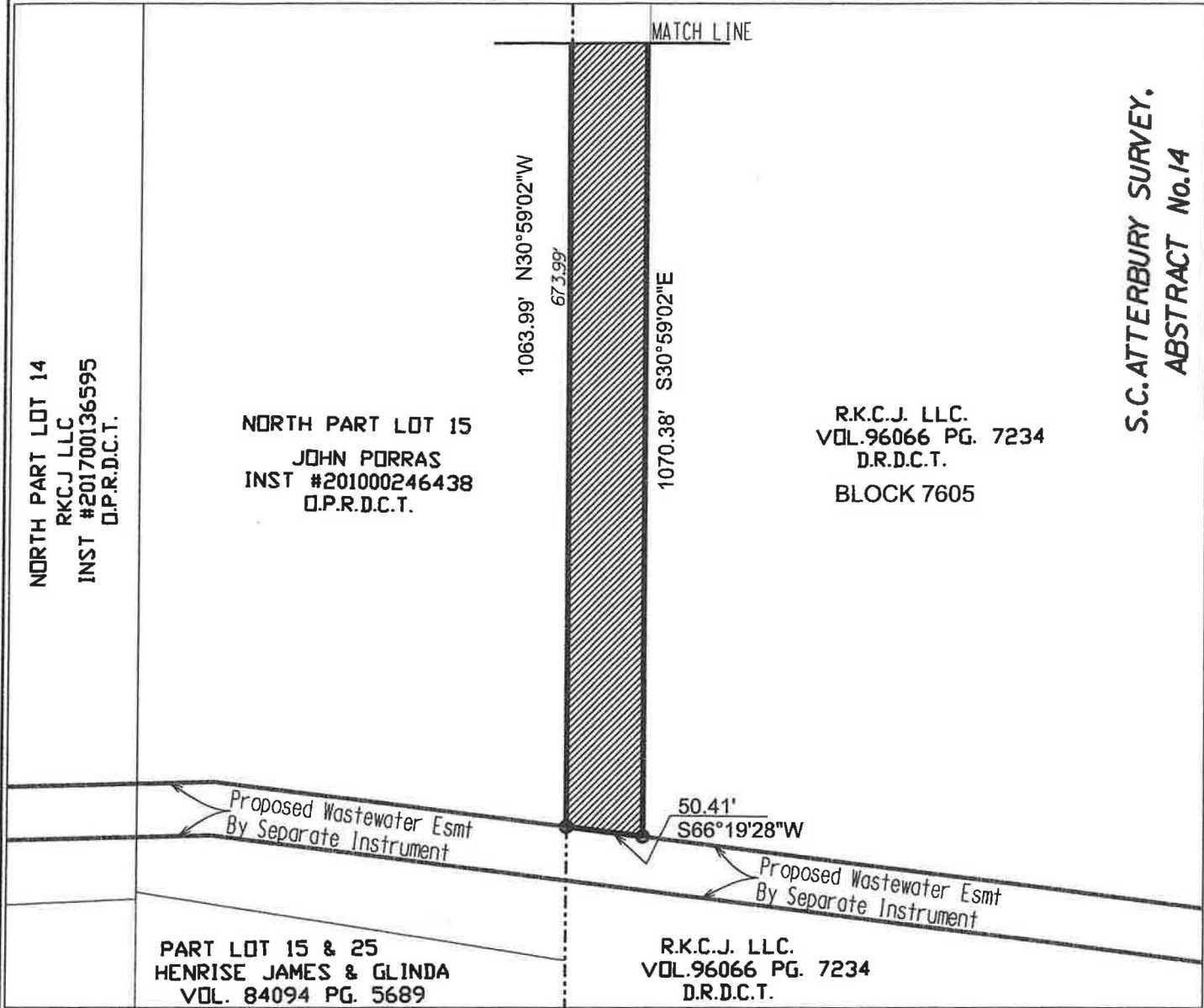
S. Ephraim Osabutey

S. EPHRAIM OSABUTEY 06/30/2021



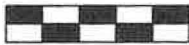
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53,357 SQUARE FEET (1.2249 AC.) OF LAND BEING PART OF BLOCK 7605, TO BE ACQUIRED BY THE CITY OF DALLAS FROM R.K.C.J., LLC. FOR WATER AND WASTEWATER EASEMENT



S.C. ATTERBURY SURVEY,
ABSTRACT No. 14

0 100



SCALE 1"=100'

LEGEND

- P.O.C. POINT OF COMMENCING
- P.O.B. POINT OF BEGINNING
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BASIS OF BEARING: Bearings are based on the Texas State Plane Coordinate System, North Central Zone 4202, North American Datum of 1983.

S. Ephraim Osabutey
S. EPHRAIM OSABUTEY

06/30/2021

