

WATER EASEMENT

EXHIBIT B

THE STATE OF TEXAS §
COUNTY OF DALLAS §

KNOW ALL PERSONS BY THESE PRESENTS:

That Industrial Manor, L.P., a Texas limited partnership (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 EIGHTEEN THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS (\$18,700.00) 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.

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 _____, 2022.

GRANTOR:

INDUSTRIAL MANOR, L.P.,
a Texas limited partnership

EXHIBIT B

By: INDUSTRIAL MANOR, INC.,
a Texas corporation, its general partner

By: _____
Stephen J. Rogers, President

* * * * *

STATE OF TEXAS
COUNTY OF DALLAS

This instrument was acknowledged before me on _____, 2022 by Stephen J. Rogers, President of Industrial Manor, Inc., a Texas corporation, sole general partner of Industrial Manor, L.P., a Texas limited partnership, on behalf of said limited partnership.

Notary Public, State of Texas

EXHIBIT B

* * * * *

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. 49407

Exhibit A

**10-FOOT BY 40-FOOT
WATER EASEMENT
400 SQUARE FEET (0.009 ACRES)
BLOCK 5717
MILES BENNETT SURVEY, ABSTRACT NO. 52
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

BEING a 400 Square Foot (0.009 Acres) tract of land out of the Miles Bennett Survey, Abstract No. 52, Dallas County, Texas, lying in Block 5717 (official City of Dallas Block Numbers), also being a portion of the tract of land conveyed to Industrial Investments I, LLC by Special Warranty Deed recorded in Instrument number 201400050756 of the Official Public Records of Dallas County, Texas (O.P.R.D.C.T.) and being more particularly described by metes and bounds as follows:

COMMENCING at a point (not monumented) on the most westerly corner of said Industrial Investments tract, also being the most northerly corner of the tract of land conveyed to Dallas Area Rapid Transit (D.A.R.T.) by Deed recorded in Volume 2001127, Page 5590 of the Deed Records of Dallas County, Texas (D.R.D.C.T.), and also being on the southeasterly right-of-way line of Manor Way (50-foot width right-of-way) (Volume 2729, Page 96, D.R.D.C.T.);

THENCE North 43°55'20" East, along the southeasterly right-of-way line of said Manor Way, a distance of 139.35 feet to a ½-inch iron rod set with yellow plastic cap stamped "LIM ASSOC" for the **POINT OF BEGINNING** of the herein described tract of land;

THENCE North 43°55'20" East, continuing along the southeasterly right-of-way line of said Manor Way, a distance of 10.00 feet to a ½-inch iron rod set with yellow plastic cap stamped "LIM ASSOC" for corner;

THENCE South 46°04'40" East, a distance of 40.00 feet to a ½-inch iron rod set with yellow plastic cap stamped "LIM ASSOC" for corner;

THENCE South 43°55'20" West, a distance of 10.00 feet to a ½-inch iron rod set with yellow plastic cap stamped "LIM ASSOC" for corner;

THENCE North 46°04'40" West, a distance of 40.00 feet to the **POINT OF BEGINNING**, containing 400 square feet, or 0.009 acres of land, more or less.

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



Daniel S. Lim
5-26-2021

Deed Book
FIELD NOTES APPROVED:
6/12/2021


Exhibit A

BLOCK 5718

SCENIC VALLEY, LTD.
VOL. 98113, PG. 2661
D.R.D.C.T.

MANOR WAY
(50-FOOT WIDTH R.O.W.)
(VOL. 2729, PG. 96, D.R.D.C.T.)

WATER EASEMENT
400 SQUARE FEET
(0.009 ACRES)

TEMPORARY WORKING SPACE
EASEMENT
(BY SEPARATE
INSTRUMENT)

BLOCK 5717

INDUSTRIAL INVESTMENTS I, LLC
INST. NO. 20140050756
O.P.R.D.C.T.

BLOCK 5717

PPA REALTY LTD
INST. NO. 20080019021
O.P.R.D.C.T.

DISK MON. FND.
(C.M.)

0 20' 40'
SCALE: 1"=40'

NOTE:

BASIS OF BEARING is the State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983.

LEGEND:

- C.M. - CONTROLLING MONUMENT
- I.R.S. - 1/2-INCH IRON ROD SET WITH YELLOW PLASTIC CAP STAMPED "LIM ASSOC"
- I.R.F. - IRON ROD FOUND
- X SET - CUT "X" SET
- D.R.D.C.T. - DEED RECORDS, DALLAS COUNTY, TEXAS
- O.P.R.D.C.T. - OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS



Daniel S. Lim
5-26-2021

**10-FOOT BY 40-FOOT
WATER EASEMENT
400 SQUARE FEET
(0.009 ACRES)
BLOCK 5717
OUT OF THE
MILES BENNETT SURVEY
ABSTRACT NO. 52
CITY OF DALLAS
DALLAS COUNTY, TEXAS**

LIM & ASSOCIATES, inc.
engineering & surveying consultants
TBPELS Surveying Firm 101236-00
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Dallas, Texas 75203
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