EXHIBIT "B"

WASTEWATER EASEMENT

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

That Alessandro Attura, a single man (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 SIXTY NINE THOUSAND FIFTY EIGHT AND 00/100 DOLLARS ($69,058.00) 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 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: This conveyance is made and accepted subject to the reservations provided in Exhibit B which is attached hereto and incorporated herein for all purposes. Owner retains the right to construct and maintain a perimeter security fence, subject to the stipulations in the existing floodway easement on the property.

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 _____, _____.

_____

Alessandro Attura

* * * * * * * * * * * * * * * * * * * *

STATE OF TEXAS '

COUNTY OF DALLAS '

This instrument was acknowledged before me on by Alessandro Attura, on _____ _____.

_____

Notary Public, State of TEXAS

* * * * * * * * * * * * * * * * * * * *

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: Christian Roman

APPROVED AS TO FORM:
TAMMY L. PALOMINO, Interim City Attorney
By: _____
Assistant City Attorney

Wastewater Easement Log No. 49963

WASTEWATER EASEMENT **EXHIBIT "A"**
Bent Tree North No. 1, Section 3
Lot 1, Block 1/8757
Eli Shepherd Survey, Abstract No. 1113
Eli Shepherd Survey, Abstract No. 1361
City of Dallas, Dallas and Collin County, Texas

THENCE, North 39 degrees, 08 minutes, 37 seconds West, departing the said north line of Bent Tree Country Club tract; along the east line of said Lot 14 and the west line of said Lot 1, a distance of 176.85 feet to a 5/8- inch iron rod with "PACHECO KOCH" cap set;

THENCE, departing the said east line of Lot 14 and the west line of Lot 1, over across said Lot 1, the following two (2) calls:

North 71 degrees, 37 minutes, 04 seconds East, a distance of 2.71 feet to a 5/8- inch iron rod with "PACHECO KOCH" cap set for corner;

North 18 degrees, 22 minutes, 56 seconds West, a distance of 10.00 feet to a 5/8- inch iron rod with "PACHECO KOCH" cap set for corner in the said south line of Harbor Town Drive and the north line of said Lot 1;

THENCE, North 71 degrees, 37 minutes, 04 seconds East, along the said south line of Harbor Town Drive and the north line of said Lot 1, a distance of 26 11 feet to a 5/8- inch iron rod with "PACHECO KOCH" cap set for corner;

THENCE, departing the said south line of Harbor Town Drive and the said north line of Lot 1, over and across said Lot 1, the following three (3) calls:

South 32 degrees, 20 minutes, 52 seconds East, a distance of 20.34 feet to a 5/8- inch iron rod with "PACHECO KOCH" cap set for corner;

North 58 degrees, 39 minutes, 54 seconds East, a distance of 48.50 feet to a 5/8- inch iron rod with "PACHECO KOCH" cap set for corner;

North 10 degrees, 36 minutes, 51 seconds East, a distance of 9.08 feet to a 5/8- inch iron rod with "PACHECO KOCH" cap set in the said north line of Harbor Town Drive and the said north line of Lot1; said point being the beginning of a non-tangent curve to the right;

THENCE, in an easterly direction, along said curve to the right, having a central angle of 02 degrees, 15 minutes, 59 seconds, a radius of 275.00 feet, a chord bearing and distance of North 77 degrees, 26 minutes, 39 seconds East, 10.88 feet, an arc distance of 10.88 feet to the **POINT OF BEGINNING**;

CONTAINING: 4,410 square feet or 0.101 acres of land, more or less.

(A survey plat of even survey date herewith accompanies this description.)

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the easement tract described.

09-01-2020
Jonathan E. Cooper Date
Registered Professional Land Surveyor No. 5369
Pacheco Koch Consulting Engineers, Inc.
7557 Rambler Road, Suite 1400, Dallas TX 75231
(972) 235-3031
TX Reg. Surveying Firm LS-100080-00

STATE OF TEXAS REGISTERED JONATHAN E. COOPER 5369 PROFESSIONAL LAND SURVEYOR

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