

EXHIBIT B

WASTEWATER EASEMENT

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

That Savannah Property Company 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 TEN THOUSAND THREE HUNDRED FIFTY-EIGHT AND NO/100 DOLLARS (\$10,358.00) 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.)

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 _____, _____.

Savannah Property Company LLC, a Texas limited liability company

By: _____
Pettis B. Norman, Director

EXHIBIT B

* * * * *

STATE OF TEXAS
COUNTY OF DALLAS

This instrument was acknowledged before me on _____
by Pettis B. Norman, Director of Savannah Property Company LLC, a Texas limited
liability company on behalf of said limited liability company.

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: Lisa Junge

Wastewater Easement Log No. **49727**

Exhibit A

15,111 SQUARE FEET (0.3469 AC.) OF LAND BEING PART OF BLOCK 6903, TO BE ACQUIRED BY THE CITY OF DALLAS FROM SAVANNAH PROPERTY COMPANY LLC. FOR WASTEWATER EASEMENT

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

Being a 15,111 square foot (0.3469 acre) tract of land out of the Zedekiah Ricketts Survey, Abstract Number 1203 and being part of Block 6903, Official City of Dallas Block number same also being part of a tract of land conveyed to SAVANNAH PROPERTY COMPANY LLC., by SPECIAL WARRANTY DEED, recorded in Volume 2002030, Page 3423 of the Deed Records, Dallas County, Texas and being more particularly described by metes and bounds as follows;

Commencing at a 3/8" iron rod found at the northernmost southwest corner of said SAVANNAH PROPERTY COMPANY tract, same being the northeast corner of a tract of land conveyed to Laurel Land Memorial Park, Inc. by Deed recorded in Volume 4296, Page 164 of said Deed records;

Thence S 00° 22' 59" E, a distance of 794.45 feet to the southwest corner of said SAVANNAH PROPERTY COMPANY tract, same being the southeast corner of said Laurel Land Memorial Park tract, same point also being along the north right of way line of Camp Wisdom Road, a right of way width of 100 feet;

Thence N 88° 46' 23" E, along said north line of Camp Wisdom Road same being the south line of said SAVANNAH PROPERTY COMPANY tract a distance of 47.91 feet to a 5/8 inch iron rod with pink cap stamped BDS TECH set (State Plane Coordinates N: 6928142.5843, E: 2488562.6286) for the **POINT OF BEGINNING**;

Thence N 00° 49' 38" W, departing said north line of Camp Wisdom Road and crossing said SAVANNAH PROPERTY COMPANY tract a distance of 16.26 feet to a 5/8" iron rod with pink cap stamped BDS TECH set;

Thence N 16° 08' 19" E, a distance of 197.42 feet to a 5/8 inch iron rod with pink cap stamped BDS TECH set;

Thence N 54° 15' 02" E, a distance of 110.21 feet to a 5/8 inch iron rod with pink cap stamped BDS TECH set;

Thence N 17° 53' 26" E, a distance of 184.45 feet to a 5/8 inch iron rod with pink cap stamped BDS TECH set;

Thence S 74° 30' 18" E, a distance of 30.00 feet to a 5/8 inch iron rod with pink cap stamped BDS TECH set;

Thence S 17° 53' 26" W, a distance of 195.60 feet to a 5/8 inch iron rod with pink cap stamped BDS TECH set;



Exhibit A

**15,111 SQUARE FEET (0.3469 AC.) OF LAND BEING PART OF BLOCK
6903, TO BE ACQUIRED BY THE CITY OF DALLAS FROM SAVANNAH
PROPERTY COMPANY LLC. FOR WASTEWATER EASEMENT**

Thence S 54° 15' 02" W, a distance of 109.66 feet to a 5/8 inch iron rod with pink cap stamped BDS TECH set;

Thence S 16° 08' 19" W, a distance of 182.58 feet to a 5/8 inch iron rod with pink cap stamped BDS TECH set;

Thence S 00° 49' 38" E, a distance of 11.58 feet to a 5/8 inch iron rod with pink cap stamped BDS TECH set along the aforementioned north line of E Camp Wisdom Road;

Thence S 88° 46' 23" W, with said north line a distance of 30.00 feet to the **POINT OF BEGINNING** and containing approximately 15,111 square feet (0.3469 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.




06/22/2020

3
3

15,111 SQ. FT. (0.3469 AC) OF LAND BEING PART OF BLOCK 6903,
TO BE ACQUIRED FROM SAVANNAH PROPERTY COMPANY LLC, BY THE
CITY OF DALLAS FOR WASTEWATER EASEMENT

REBECCA BRIGGS SURVEY ABST. NO. 127

UNIVERSITY HILLS BLVD.

ZEDEKIAH RICKETTS SURVEY ABST. NO. 1203

Volume 2033, Page 597
D.R.D.C.T.

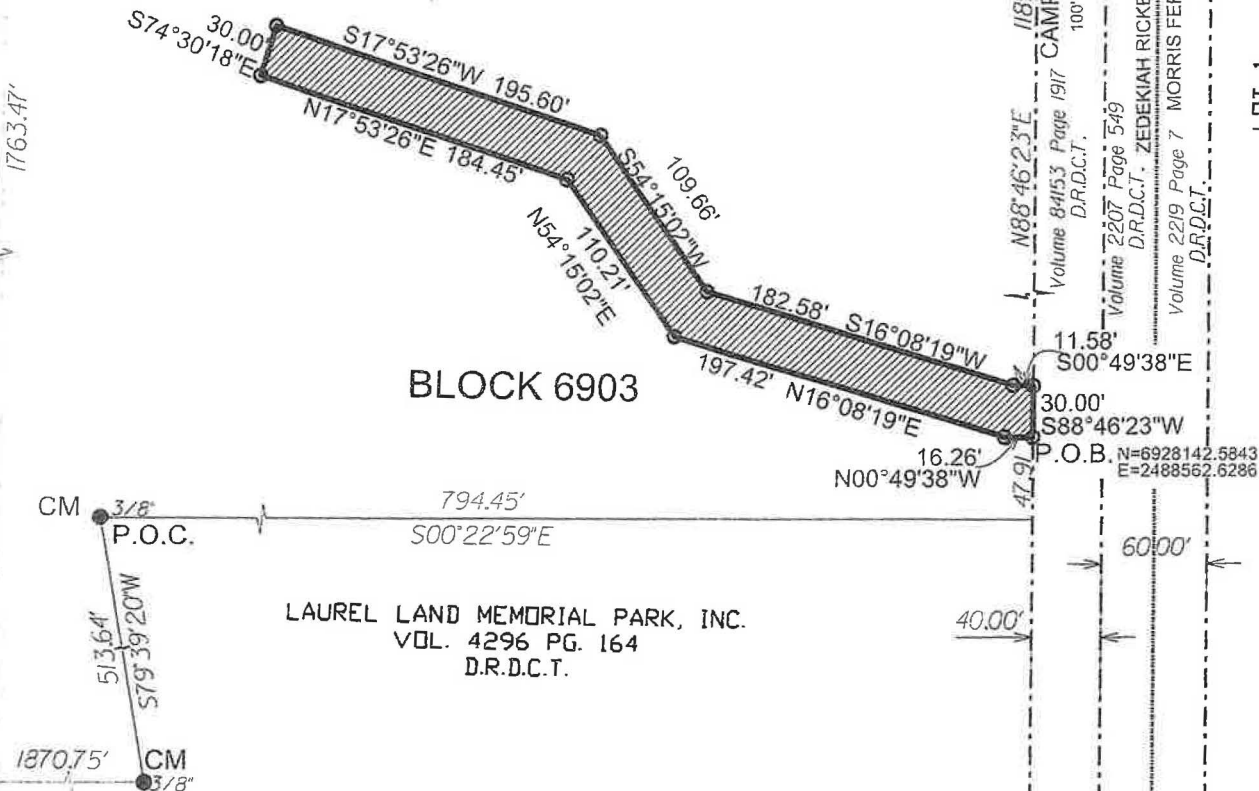
VARIABLE WIDTH ROW

PETER B. STOUT SURVEY
ABST. NO. 1306

MORRIS FERRIS SURVEY
ABST. NO. 460

**ZEDEKIAH RICKETTS SURVEY,
ABSTRACT No. 1203**

SAVANNAH PROPERTY COMPANY LLC
VOL. 2002030 PG. 3423
D.R.D.C.T.

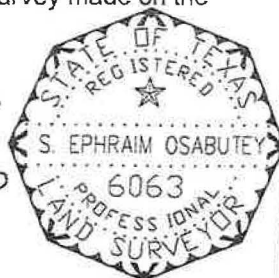


BASIS OF BEARING: Bearings are based on the Texas State Plane Coordinate System, North Central Zone 4202, North American Datum of 1983.

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.

[Signature]
06/22/2020



LEGEND

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

