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Filed: 8-27-84
By: Glenn R. Terry
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STATE OF TEXAS }
COUNTY OF DALLAS } EASEMENT
 } COLLIN
KNOW ALL MEN BY THESE PRESENTS:

That Folsom I Associates, a Texas Limited Partnership ("Grantor"), acting herein by and through Dallas Associates 2, General Partner, acting herein by and through Trammel S. Crow, General Partner, duly authorized to execute this instrument,

of the County of Dallas, and State of Texas, in consideration of the sum of One (\$1.00) Dollar

and in consideration of the special benefits to be derived by the property, have granted and conveyed unto the City of Dallas, a municipal corporation, and by these presents do grant and convey unto the City of Dallas, a municipal corporation, a right-of-way under, in and along the hereinafter described property for the purpose of constructing and maintaining a city water main or mains and appurtenances XXXX; said property described as follows, to-wit:

Being a strip of land 15 ft. wide over, under and across that certain lot, tract or parcel of land lying and being situated in the City of Dallas, County of Collin, Texas, being in the Coleman White Survey, Abstract No. 1085, said tract being Lot 2, Block 1/8738, Official City Numbers of the City of Dallas, being Hamilton's Mark I, an addition to the City of Dallas, as recorded in Cabinet D, Slot 172, Plat Records of Collin County, being that certain tract conveyed to Grantor by a deed recorded in Volume 1742 at Page 312 of the Deed Records of Collin County, Texas, said 15 ft. wide easement strip being more particularly described by metes and bounds as follows:

COMMENCING at the point of intersection of the south R.O.W. line of Haverwood Lane (a 64.0 ft. R.O.W.) with the east property line of said tract, same being the east line of said addition;

THENCE S. 00° 02' 56" W., along said west property line, a distance of 83.00 ft. to a point for angle;

THENCE S. 29° 09' 31" W., a distance of 293.61 ft. to a point for corner, said point also being the Point of Beginning;

THENCE departing said east line N. 60° 50' 29" W., a distance of 20.49 ft. to a point for corner;

THENCE S. 29° 09' 31" W., a distance of 15.00 ft. to a point for corner;

THENCE S. 60° 50' 29" E., a distance of 20.49 ft. to a point for corner;

THENCE N. 29° 09' 31" E., a distance of 15.00 ft., returning to the Point of Beginning and containing 307.35 sq. ft. or 0.0071 acre of land.

There is also granted to the City of Dallas, its successors or assigns, the temporary working space necessary for the construction and maintenance of said water main or mains and appurtenances.

Any and all trees which lie within this temporary working space may be trimmed of low limbs or removed by the City of Dallas or its contractor without liability to grantor if deemed essential to allow for the normal use and passage of construction equipment during the construction and maintenance of said water main/and appurtenances.

The City of Dallas shall have the right to remove and keep removed from the permanent easement herein granted, any and all trees, shrubs or other growths which may endanger or interfere with the construction, reconstruction, maintenance or operation of said water main or mains and appurtenances.

Grantor, its successors or assigns, shall not be permitted to plant trees of any kind within the boundaries of the herein described permanent easement.

Re: Plan 411Q-1982, Sh. 81, on file in the office of the Dallas Water Utilities Department.

To have and to hold the above described property unto the City of Dallas for the purposes hereinbefore provided, and said City of Dallas shall have the right to go upon the same for the purpose of repairing said water main or mains and appurtenances. ~~main~~. That all expenses in the construction and maintenance of said water main or mains and appurtenances ~~main~~ shall be at the expense of the said City of Dallas and in the construction of said water main or mains and appurtenances ~~main~~ should said City of Dallas find it needful to remove any improvements now on above described property that such removal and the replacing of same shall be wholly at the cost of said City of Dallas. Nothing in this easement shall be construed as a waiver by the City of Dallas of any connection charge, or other charges imposed by ordinance, or the Charter of the City of Dallas.

In Testimony Whereof, witness my hand, this the 24 day of August,

A. D. 1984
Approved

C. W. Smith
DIRECTOR

DALLAS WATER UTILITIES DEPARTMENT
Approved as to Engineering

John C. King
DALLAS WATER UTILITIES DEPARTMENT

FOLSOM I ASSOCIATES
A TEXAS LIMITED PARTNERSHIP

By: DALLAS ASSOCIATES 2, General Partner

By: *Trammel S. Crow*
Trammel S. Crow, General Partner

Approved as to form:
ANALESLIE MUNCY, City Attorney

By: *Lawrence S. Self*
Assistant City Attorney

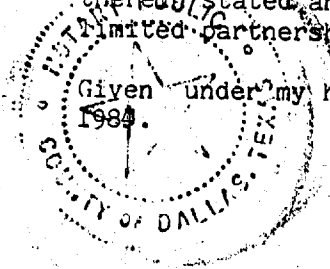
STATE OF TEXAS)

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COUNTY OF DALLAS)

BEFORE ME, the undersigned authority, on this day personally appeared
Trammel S. Crow, General Partner of Dallas Associates 2, General Partner
in Folsom I Associates, a Texas limited partnership,

a limited partnership, known to me to be the person whose name is subscribed
 to the foregoing instrument, and acknowledged to me that he executed the
 same for the purposes and consideration therein expressed, in the capacities
 therein stated, and as the act and deed of said Dallas Associates 2 and said
 limited partnership.



Given under my hand and seal of office on this 24 day of August,
 1984.

Kathryn N. Keiser
 Notary Public, State of Texas
 Notary's name printed:

KATHERYN N. KEISER
 My commission expires: 3/12/88

FILED FOR RECORD 6th DAY OF November A.D. 19 84 at 2:21 P.M.
 DULY RECORDED 7th DAY OF November A.D. 19 84
 BY: Carol Deschamps HELEN STARNES, County Clerk
 DEPUTY. Collin County, Texas