

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS**
COUNTY OF TARRANT §

CITY OF SAGINAW
WATER-SEWER FACILITY EASEMENT

DATE:

GRANTOR: **Saginaw Spring Creek Property Partnership, L.P.**

GRANTOR'S MAILING ADDRESS (including County):
 1800 Valley View Lane #300
 Farmers Branch, Dallas COUNTY, TX 75234

GRANTEE: **CITY OF SAGINAW**

GRANTEE'S MAILING ADDRESS (including County):
 333 W. MCLEROY BLVD.
 SAGINAW, TARRANT COUNTY, TX 76179

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

PROPERTY: **Being more particularly described in Exhibit "A"**

Grantor, for the Consideration paid to Grantor and other good and valuable consideration, hereby grants, sells, and conveys to Grantee, its successors and assigns, an exclusive, perpetual easement for the construction, operation, maintenance, replacement, upgrade, and repair of a Permanent Water-Sewer Facility, hereafter referred to as "Facility". The Facility includes all incidental underground and aboveground attachments, equipment and appurtenances, including, but not limited to manholes, manhole vents, lateral line connections, valves, pipelines, water meters, junction boxes in, upon, under and across a portion of the Easement Property and more fully described in Exhibit "A" attached hereto and incorporated herein for all pertinent purposes, together with the right and privilege at any and all times to enter Easement Property, or any part thereof, for the purpose of constructing, operating, maintaining, replacing, upgrading, and repairing said Facility.

In no event shall Grantor (I) use the Easement Property in any manner which interferes in any material way or is inconsistent with the rights granted hereunder, or (II) erect or permit to be erected within the Easement Property a permanent structure or building, including, but not limited to, monument sign, pole sign, billboard, brick or masonry fences or walls or other structures that require a building permit. However, Grantor shall be permitted to install and

maintain a concrete, asphalt or gravel driveway, road or parking lot across the Easement Property. Grantee shall be obligated to restore the surface of the Easement Property at Grantee's sole cost and expense, including the restoration of any sidewalks, driveways, or similar surface improvements located upon or adjacent to the Easement Property which may have been removed, relocated, altered, damaged, or destroyed as a result of the Grantee's use of the Easement Property granted hereunder. Provided, however, that Grantee shall not be obligated to restore or replace irrigation systems or other improvements installed in violation of the provisions and intended use of this Easement Property.

TO HAVE AND TO HOLD the above-described Easement Property, together with all and singular the rights and appurtenances thereto in anyway belonging unto Grantee, and Grantee's successors and assigns forever; and Grantor does hereby bind itself and its successor and assigns to warrant and forever defend all and singular the easement unto Grantee, its successor and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

When the context requires, singular nouns and pronouns include the plural.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

GRANTOR: Saginaw Spring Creek Property Partnership, L.P.,
a Texas limited partnership

By: Pars Investments, Inc.,
a Texas corporation
its General Partner

By: Mehrdad Moayed
Mehrdad Moayed, President

GRANTEE: City of Saginaw

By (Signature): _____

(Print Name) _____, Title _____

APPROVED AS TO FORM AND LEGALITY

(Signature) _____

(Print Name) _____, Title _____

THE STATE OF TEXAS §

§

COUNTY OF DALLAS §

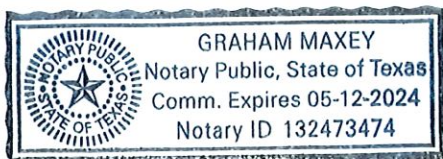
ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Mehrdad Moayed, known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of Grantor and that he/she executed the same as the act of said Grantor the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 13th day of

September, 2021.

Graham Maxey
Notary Public in and for the State of Texas



ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas,
on this day personally appeared _____,
_____ of the City of Saginaw, known to me to be the same person
whose name is subscribed to the foregoing instrument, and acknowledged to me that the same
was the act of the City of Saginaw and that he/she executed the same as the act of the City of
Saginaw for the purposes and consideration therein expressed and in the capacity therein
stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of
_____, 20____.

Notary Public in and for the State of Texas

EXHIBIT "A"

PROPERTY DESCRIPTION

STATE OF TEXAS:
COUNTY OF TARRANT:

BEING a tract of land situated in the the J. Biles Survey, Abstract No. 119, City of Saginaw, Tarrant County, Texas, being a portion of that tract of land as described in deed to Centurion American Construction Enterprises, LLC, recorded in D214018413, Official Public Records, Tarrant County, Texas, being a portion of Lot 1X, Block 7 of the final plat of Spring Creek, an addition to the City of Saginaw, Tarrant County, Texas as recorded in Cabinet A, Slide 11376, Plat Records, Tarrant County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8" rebar capped Carter & Burgess found at the most northerly corner of said Lot 1X, Block 7;

THENCE South 42 degrees 55 minutes 37 seconds East, along the northeasterly line of said Lot 1X, Block 7, a distance of 64.00 feet to a 5/8" rebar capped Carter & Burgess found at an easterly corner of said Lot 1X, Block 7, said point lying in the northwesterly line of Lot 1X, Block 1 of said Spring Creek addition;

THENCE South 47 degrees 04 minutes 23 seconds West, along an easterly line of said Lot 1X, Block 7 and the northwesterly line of said Lot 1X, Block 1, a distance of 16.00 feet;

THENCE North 42 degrees 55 minutes 37 seconds West, departing the northwesterly line of said Lot 1X, Block 1, across said Lot 1X, Block 7, a distance of 64.00 feet to a point in the northwesterly line of said Lot 1X, Block 7;

THENCE North 47 degrees 04 minutes 23 seconds East, along the northwesterly line of said Lot 1X, Block 7, a distance of 16.00 feet to the POINT OF BEGINNING and containing 1,024 square feet or 0.024 acre of land;

NOTE:

Bearings are referenced to the final plat of Spring Creek as recorded in Cabinet A, Slide 11376, Plat Records, Tarrant County, Texas,

GOODWIN AND
MARSHALL INC

CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS

2405 Mustang Drive, Grapevine, Texas 76051
(817) 329-4373

TxEng Firm # F-2044 -- TxSurv Firm # 10021700

Job No.: 10937

Scale: NONE

Sheet

Drafted: T.J.M.

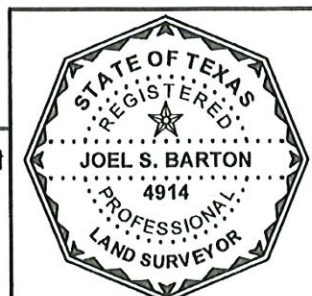
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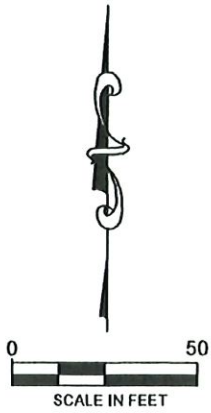
Date Prepared: 8/26/2021

2



Joel S. Barton

EXHIBIT "A"



J. BILES SURVEY
ABSTRACT No. 119

P.O.B.

5/8" R.C.F.

N 47°04'23" E
16.00'

CENTURION AMERICAN
CONSTRUCTION ENTERPRISES, LLC
D214018413, O.P.R.T.C.T.

16' UTILITY EASEMENT
1,024 SQ. FT.
0.024 AC.

N 42°55'37" W
64.00'

S 42°55'37" E
64.00'

5/8" R.C.F.

S 47°04'23" W
16.00'

LOT 1X, BLOCK 1
PRIVATE PARK

16' U.E.
(PER PLAT)

LOT 1X, BLOCK 7
PRIVATE OPEN SPACE

SPRING CREEK
CAB. A, SL. 11376
P.R.T.C.T.

BLOCK
7

29

28

27

26

**SPRING HOLLOW
DRIVE**
(VARIABLE WIDTH R.O.W.)
CAB. A, SL. 11376, P.R.T.C.T.

**GOODWIN &
MARSHALL INC.**

CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS

2405 Mustang Drive, Grapevine, Texas 76051
(817) 329-4373

TxEng Firm # F-2944 ~ TxSurv Firm # 10021700

Job No.: 10937

Scale: 1"=50'

Sheet

Drafted: T.J.M.

Checked: J.S.B.

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of

2

Date Prepared: 8/26/2021



Joel S. Barton