

## EASEMENT AND RIGHT OF WAY

WA #205X489

PJ #5209159

13  
THE STATE OF TEXAS  
COUNTY OF TARRANT

KNOW ALL MEN BY THESE PRESENTS:

ER-236858

That Centennial Homes, Inc., a Texas Corporation of Dallas County, hereinafter called "Grantor," whether one or more, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration to Grantor in hand paid by Texas Utilities Electric Company, a Texas Corporation, 1601 Bryan Street, Energy Plaza, Dallas, Texas 75201, hereinafter referred to as "Grantee", has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, its successors and assigns, an easement and right-of-way for underground electric supply and communications lines, consisting of a variable number of wires and cables, surface mounted equipment, conduits, manholes, vaults, transformers, switches, protection, sectionalizing devices and all necessary or desirable appurtenances over, under, across and upon Grantor's land described as follows:

Being Lots 1-8, 12, 16-19, Block 1, and Lots 1-10, 14, 20, Block 2 of Wimbledon on The Creek Phase 1, an Addition to the City of Arlington, Tarrant County, Texas as recorded in Cabinet A, Slide 1919, Plat Records, Tarrant County, Texas.

A 5.0 / 10.0 foot wide easement for electrical distribution facilities as shown on Exhibit "A" attached hereto and made a part of this instrument.

Grantor recognizes that the general course of said lines, or the metes and bounds as above described, is based on preliminary surveys only, and Grantor hereby agrees that the easement and right-of-way and its general dimensions hereby granted shall apply to the actual location of said lines when constructed.

Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of and with the right to construct, maintain, operate, remove and reconstruct said lines; the right to relocate along the same general direction of said lines; the right to relocate said lines in the same relative position to any adjacent road if and as such road is widened in the future; the right to lease wire space for the purpose of permitting others to string or lay wire or cable along said lines; the right to prevent excavation within the easement area or for a distance of 2.5 / 5.0 feet on each side of the actual center of said lines; the right to prevent construction of, within the easement area or for a distance of 2.5 / 5.0 feet on each side of the actual center of said lines, any and all buildings, structures or other obstructions which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said lines and their appurtenances and the right to trim or remove trees or shrubbery within, but not limited to, said 5.0 / 10.0 foot space, to the extent in the sole judgment of Grantee, as may be necessary to prevent possible interference with the operation of said lines or to remove possible hazard thereto. Grantor shall not make changes in grade, elevation or contour of the land within the easement area as described above without prior written consent of Grantee.

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not, in the sole judgement of Grantee, interfere with the exercise by Grantee of the rights hereby granted.

TO HAVE AND TO HOLD the above described easement and rights unto the said Grantee, its successors and assigns, until all of said lines shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns.

And I do hereby bind myself, my heirs and legal representatives, to warrant and forever defend all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS my hand(s) this 14 day of February, 1995.

TU Employee or  
Agent Securing  
Easement

Terry D. Mayo

CENTENNIAL HOMES, INC.

By: Joel M. Marshall

Title: Joel M. Marshall, Vice President

11950 0365

29  
THE STATE OF TEXAS    I  
COUNTY OF TARRANT    I

1100  
2900  
EASEMENT USE AGREEMENT

RIGHT-OF-WAY :

That the City of Arlington, herein after referred to as "City", and its franchised Utility Companies, herein referred to as "UTILITIES", do consent and agree to permit Beazer Homes Texas L.P. herein after referred to as "Applicant", to use an easement/right-of-way dedicated to City, such easement/right-of-way being described in Exhibit No. 1 of the attached, to be used for the purposes of Construction & Maintenance of Screening upon the following conditions. Fence & Landscaping.

I.

That APPLICANT, his successors or assigns shall maintain and keep in slightly condition all of the easement area and the improvements situated thereon; and that CITY and UTILITIES shall not become responsible for such maintenance at any time in the future.

II.

That APPLICANT shall and does hereby agree to indemnify and hold harmless CITY and UTILITIES from any and all damages, loss or liability of any kind whatsoever by reason of injury to property or third person occasioned by its use of the easement/right-of-way or act of omission, neglect or wrong doing of APPLICANT, his officers, agents, employees, invitees or other persons, with regard to the improvements and maintenance of such improvements; and the APPLICANT shall, at his own cost and expense, defend and protect CITY and UTILITIES against any and all such claims and demands.

III.

That APPLICANT shall arrange for all activities and improvements in the easements to be discontinued and/or removed, at the direction of CITY, within thirty (30) days of notification by CITY, that the City Council has directed the use of the easement by the APPLICANT be discontinued; and the cost associated with the discontinuing of such activities, and the removal of such improvements, as well as property adjacent to the easement/right-of-way necessitated by such discontinuation of the easement/right-of-way use, shall be borne by the APPLICANT.

IV.

That APPLICANT, his successors or assigns shall not seek compensation from CITY or UTILITIES for loss of the value of the improvements made hereunder when such improvements are required to be removed by APPLICANT.

V.

This Agreement shall be filed of record in the Deed Records of Tarrant County, Texas, and shall bind all future owners of this lot and shall for all purposes be considered a covenant running with the land,

IN TESTIMONY WHEREOF, APPLICANT executes this Easement/Right-of-Way

Use Agreement on this day 6<sup>th</sup> day of October,

19 98.

CITY OF ARLINGTON

BY Charles R. Kauf  
DEPUTY CITY MANAGER

Beazer Homes Texas L.P.  
BY Bill Hammer  
APPLICANT



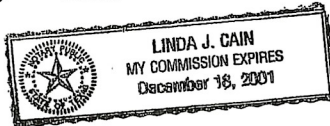
THE STATE OF TEXAS I

Corporate Acknowledgment

COUNTY OF Dallas I  
~~TARRANT~~

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Bill Hammerley, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that same was the act of said Beazworth Texas, L.P., a corporation, and that he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 6<sup>th</sup> day of October, 1998.



Linda Cain  
Notary Public in and for  
the State of Texas

My Commission Expires: \_\_\_\_\_

THE STATE OF TEXAS I

Individual Acknowledgment

COUNTY OF TARRANT I

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for  
The State of Texas

My Commission Expires: \_\_\_\_\_

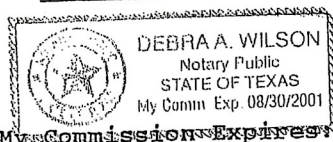
THE STATE OF TEXAS I

Corporate Acknowledgment

COUNTY OF TARRANT I

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Charles R. Kiefer, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that same was the act of said City of Arlington, a municipal corporation, and that he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 17<sup>th</sup> day of November, 1998.



Debra A. Wilson  
Notary Public in and for  
the State of Texas

My Commission Expires: \_\_\_\_\_

## LEGAL DESCRIPTION

## 2 LANDSCAPING &amp; UTILITY EASEMENTS

**BEING** 2 easements of variable width situated in the A. J. Stephens Survey, Abstract No. 1427, City of Arlington, Tarrant County, Texas and being a portion of those Blocks 2 and 1 of Wimbledon On The Creek, Phase 2, an addition to the City of Arlington as recorded in Cabinet A, Slide No. 2933, Plat Records of Tarrant County, Texas, said easements being described individually by metes and bounds as follows :

**NORTH EASEMENT**

**BEGINNING** at the northeast corner of Lot 21, Block 2 of said Wimbledon On The Creek, Phase 2 addition, said point being in the westerly right-of-way line of Mansfield Road (70' right-of-way), and being the beginning of a curve to the left;

**THENCE** 360.12 feet along the arc of said curve to the left and along said westerly right-of-way line through a central angle of  $11^{\circ}14'39''$ , a radius of 1835.00 feet and a long chord of  $S 10^{\circ}04'08''E$ , 359.54 feet;

**THENCE**  $S 15^{\circ}41'28''E$ , 75.00 feet to the intersection of said westerly right-of-way line with the northerly right-of-way line of Tudor Court (50' right-of-way), the beginning of a non-tangent curve to the right;

**THENCE** 140.79 feet along the arc of said non-tangent curve to the right and along the northerly right-of-way line of said Tudor Court through a central angle of  $02^{\circ}53'43''$ , a radius of 2785.97 feet and a long chord of  $S 75^{\circ}45'24''W$ , 140.77 feet to the intersection of said northerly right-of-way line with the easterly right-of-way line of Coventry Lane (50' right-of-way);

**THENCE**  $N 15^{\circ}42'56''W$ , 10.01 feet along said easterly right-of-way line of Coventry Lane to the beginning of a non-tangent curve to the left;

**THENCE** 120.79 feet along the arc of said non-tangent curve to the left through a central angle of  $02^{\circ}29'35''$ , a radius of 2775.97 feet and a long chord of  $N 75^{\circ}58'06''E$ , 120.78 feet;

**THENCE**  $N 15^{\circ}41'28''W$ , 65.43 feet;

**THENCE**  $N 75^{\circ}45'27''E$ , 10.00 feet to the beginning of a non-tangent curve to the right;

**THENCE** 278.46 feet along the arc of said non-tangent curve to the right through a central angle of  $08^{\circ}38'51''$ , a radius of 1845.00 feet and a long chord of  $N 11^{\circ}21'34''W$ , 278.20 feet;

**THENCE**  $S 75^{\circ}45'27''W$ , 5.04 feet to the beginning of a non-tangent curve to the right;

**THENCE** 79.94 feet along the arc of said non-tangent curve to the right through a central angle of  $02^{\circ}28'33''$ , a radius of 1850.00 feet and a long chord of  $N 05^{\circ}49'03''W$ , 79.94 feet to a point in the northerly line of the aforementioned Block 2;

**THENCE**  $N 69^{\circ}37'02''E$ , 15.59 feet along said northerly line to the **POINT OF BEGINNING** and containing 6,709 square feet or 0.154 acres of land, more or less.

**SOUTH EASEMENT**

**BEGINNING** at the northeast corner of Lot 38, Block 1 of said Wimbledon On The Creek, Phase 2 addition, being the intersection of the westerly right-of-way line of Mansfield Road (70' right-of-way) with the southerly right-of-way line of Tudor Court (50' right-of-way);



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**THENCE** S 15°41'28"E, 75.00 feet to the beginning of a curve to the right;

**THENCE** 435.47 feet along the arc of said curve to the right through a central angle of 44°09'38", a radius of 565.00 feet and a long chord of S 06°23'21"W, 424.77 feet to the southeast corner of Lot 33 of said Block 1;

**THENCE** N 87°32'58"W, 16.75 feet along the southerly line of said Lot 33, Block 1 to the beginning of a non-tangent curve to the left;

**THENCE** 260.19 feet along the arc of said non-tangent curve to the left through a central angle of 27°06'20", a radius of 550.00 feet and a long chord of N 15°40'55"E, 257.78 feet;

**THENCE** S 88°55'54"E, 5.00 feet to the beginning of a non-tangent curve to the left;

**THENCE** 172.52 feet along the arc of said non-tangent curve to the left through a central angle of 17°48'37", a radius of 555.00 feet and a long chord of N 06°47'08"W, 171.83 feet;

**THENCE** S 74°17'04"W, 10.00 feet;

**THENCE** N 15°41'28"W, 65.09 feet to the beginning of a non-tangent curve to the right;

**THENCE** 120.76 feet along the arc of said non-tangent curve to the right through a central angle of 02°25'52", a radius of 2845.97 feet and a long chord of S 75°55'38"W, 120.75 feet to a point in the easterly right-of-way line of Coventry Lane (50' right-of-way);

**THENCE** N 15°42'56"W, 10.01 feet along said easterly right-of-way line of Coventry Lane to its intersection with the southerly right-of-way line of Tudor Court, the beginning of a non-tangent curve to the left;

**THENCE** 140.76 feet along the arc of said non-tangent curve to the left and along the southerly right-of-way line of said Tudor Court through a central angle of 02°50'38", a radius of 2835.97 feet and a long chord of N 75°43'51"E, 140.75 feet to the **POINT OF BEGINNING** and containing 8,350 square feet or 0.192 acres of land, more or less.

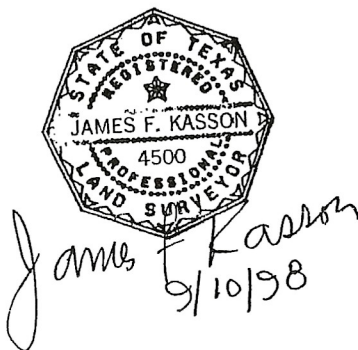
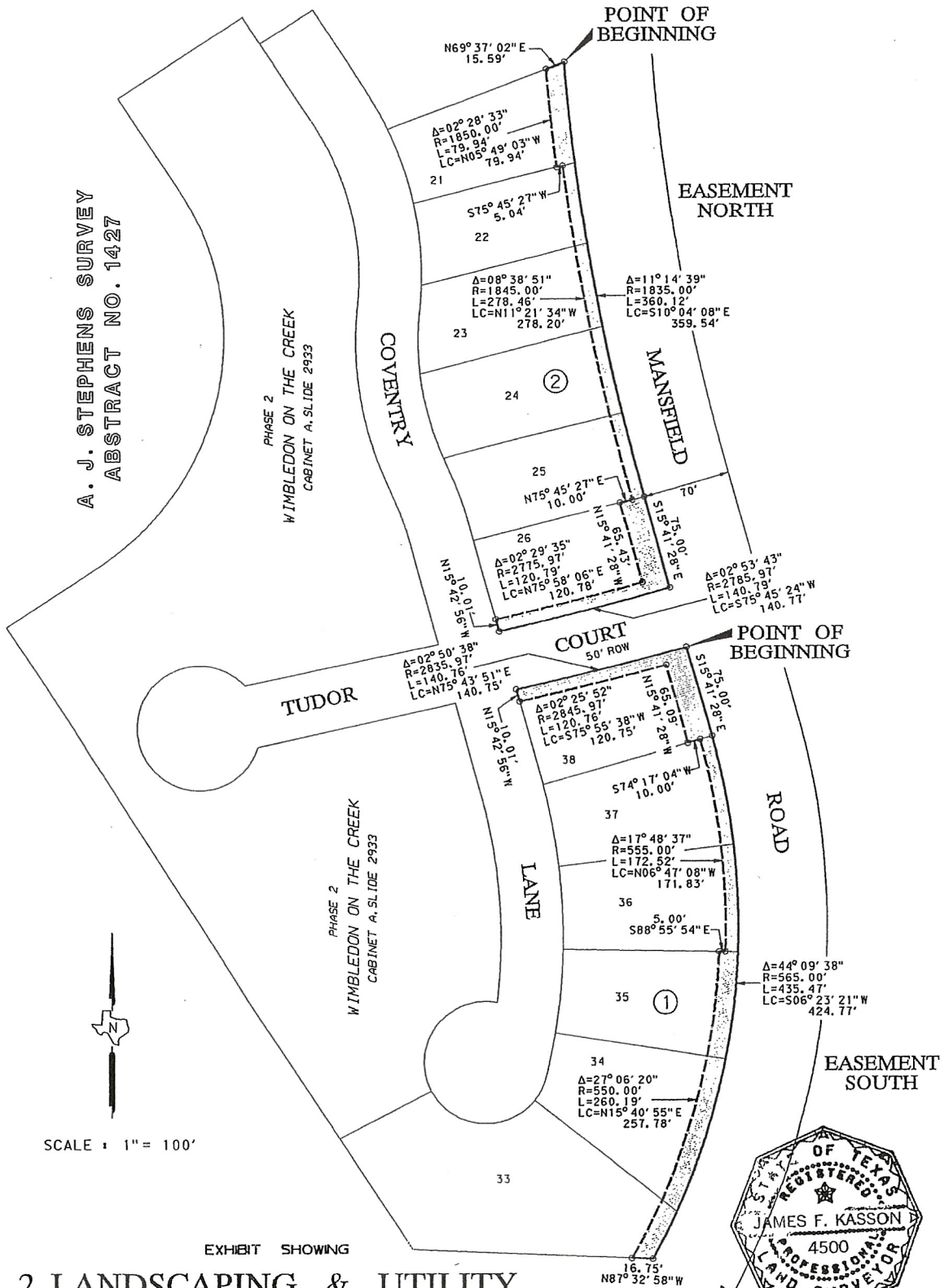


EXHIBIT NO. 2

The following is a plat or sketch of the utility easement/drainage easement/right of way to be subject of the joint use agreement in the above numbered application showing the surrounding area to the nearest streets in all directions, abutting lots, the block or blocks in which the portion of the utility easement/drainage easement/right of way sought to be the subject of joint use is situated, and the addition or additions in which the portion of the utility easement/drainage easement/right of way sought to be joint use is situated.



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*James F. Kasson*  
9/10/98

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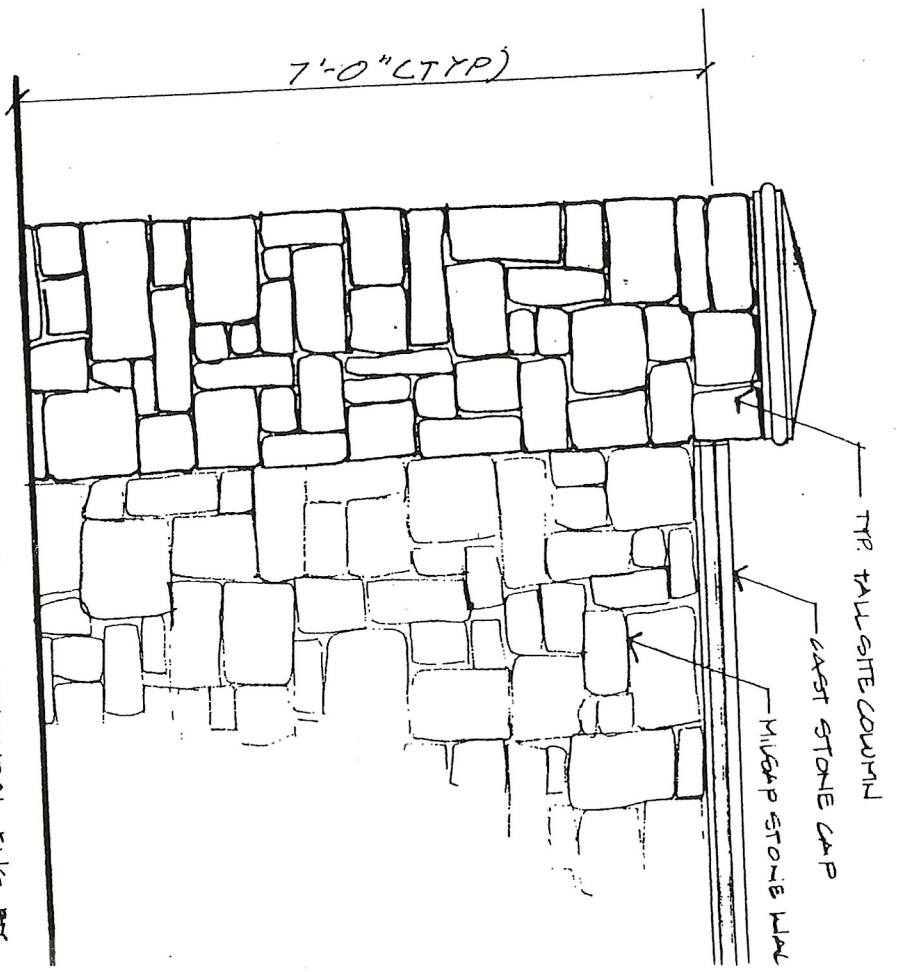
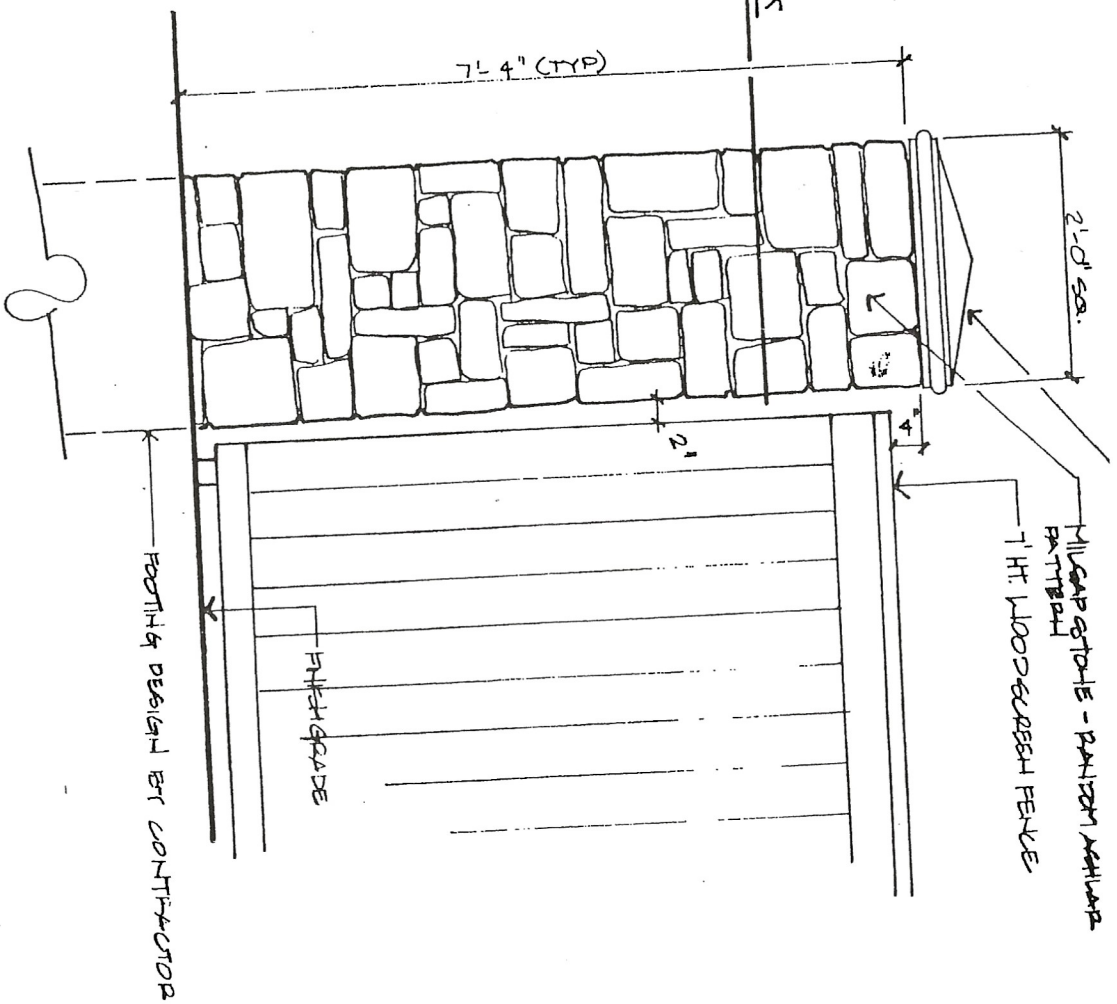
 <b>Carter &amp; Burgess</b>  <small>CARTER &amp; BURGESS, INC. 3680 HULEN STREET FORT WORTH, TX 76107-7254 (817) 735 - 6000</small>	JOB NO. 933220-03D	DATE 09-09-98 DRAWN Q.C. DESIGNED CHECKED J.F.K.	SHT. NO.
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Exhibit 2A

The following is a detail and/or cross section drawing of the improvement(s) in the utility easement/drainage easement/right-of-way to be subject fo the joint use agreement in the above numbered application.



Exhibit 2 N Sheet 1 of 2



STONE COLUMN/WOOD FENCE :LEV.

TYP. 2' SQ. COLUMN AND 7' HT. STONE  
3/4" = 1'0"

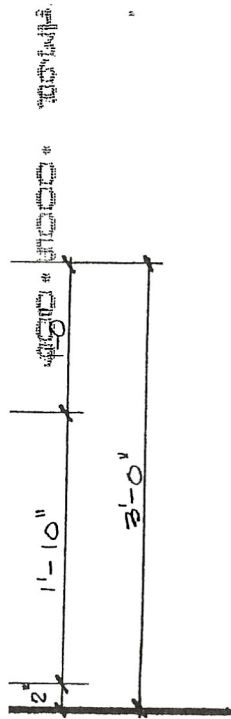
\* WALL STRUCTURAL ENGR. BY CONTRACTOR

## NOTES

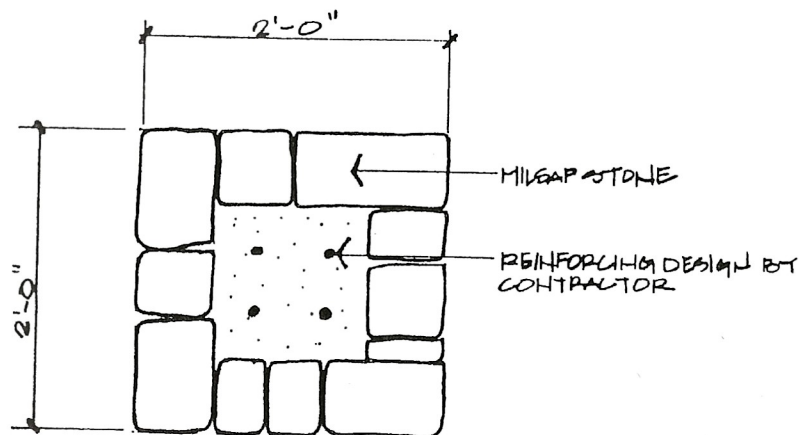
1. WRITTEN DIMENSIONS SHALL GOVERN OVER SCALED DIMENSIONS.
2. ALL STRUCTURAL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 2000 PSI AT 7 DAYS AND 3000 PSI AT 28 DAYS.
3. ALL STEEL REINFORCING BARS SHALL BE DEFORMED STEEL AND SHALL MEET ASTM A615 GRADE 60.
4. ALL MASONRY REINFORCING WIRE SHALL MEET ASTM REQUIREMENTS AND SHALL BE HOT DIP GALV.
5. ALL MORTAR SHALL MEET ASTM C-270 TYPES, 1 PART PORTLAND CEMENT, 1/2 PART HYDRATED LIME, AND 1/2 PART SAND BY VOLUME. SUBMIT COLOR SAMPLE TO THE LA FOR APPROVAL.
6. STONE SHALL BE MILSAP SANDSTONE LAID IN A RANDOM ASHLAR PATTERN
7. ALL IMPROVEMENTS SHALL BE STAKED IN FIELD BY THE CONTRACTOR AND APPROVED BY THE OWNER PRIOR TO INSTALLATION.
8. CAST STONE COLOR TO BE SELECTED BY THE OWNER
9. CONTRACTOR SHALL VERIFY ALL SETBACK LINES, R.O.W. LINES, EASEMENT LINES, ETC. PRIOR TO CONSTRUCTION.
10. ALL APPEARANCE WOOD SHALL BE PATIO GRADE WESTERN RED CEDAR, CLEAR 3 SIDES.
11. ALL STRUCTURAL WOOD SHALL BE NO.1 GRADE SOUTHERN YELLOW PINE-WOLMANIZED.
12. ALL FASTENERS SHALL BE HOT DIP GALVANIZED.

\* NOTE:

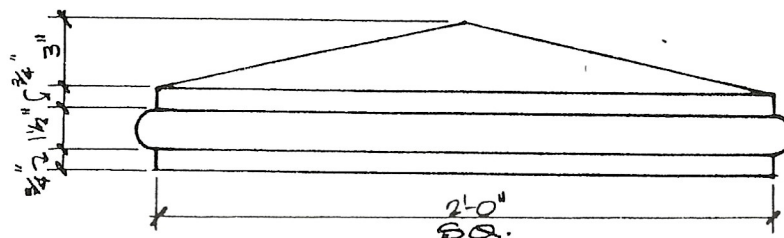
DETAILS ARE SHOWN TO DESCRIBE ARCHITECTURAL INTENT ONLY. CONTRACTOR TO FURNISH OWNER SELED STRUCTURAL ENGINEERING DRAWINGS OF ALL SITE FEATURES PRIOR TO CONSTRUCTION.



LEE A POLYURETHANE  
 SEMI-GLOSS PAINT EQUAL  
 TO "SERIES 73 ENCUA-  
 COLOR: DARK BRONZE



### TYP. STONE COLUMN SECTION

$$1'' = 1'0''$$


**TYP. CAST STONE CAP**

 $1\frac{1}{2}'' = 10''$

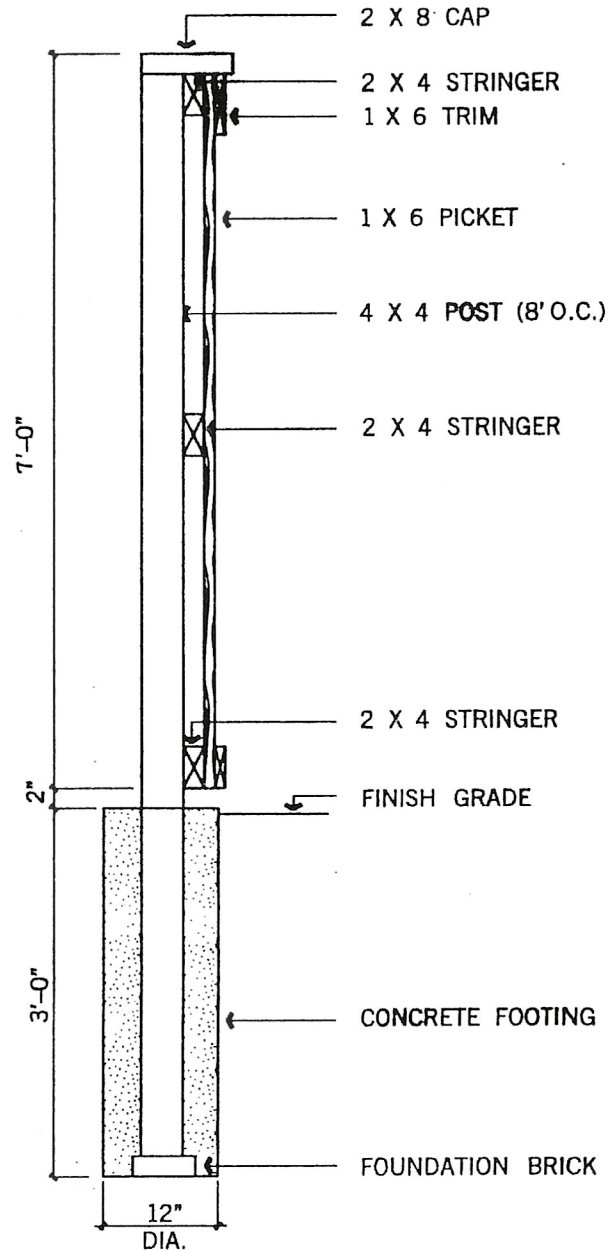


Sheet 1000

NOTE: ON SLOPING TERRAIN, KEEP TOP AND BOTTOM TRIM LEVEL. STEP FENCE AS REQUIRED UP OR DOWN 6"-12" MAX.

ALL STRUCTURAL WOOD SHALL BE SOUTHERN YELLOW PINE

ALL APPEARANCE WOOD SHALL BE WESTERN RED CEDAR, ROUGH SAWN. (CLEAR ONE SIDE, TIGHT KNOTS ALLOWED) CONTRACTOR SHALL SUBMIT SAMPLE FOR APPROVAL PRIOR TO INSTALLATION



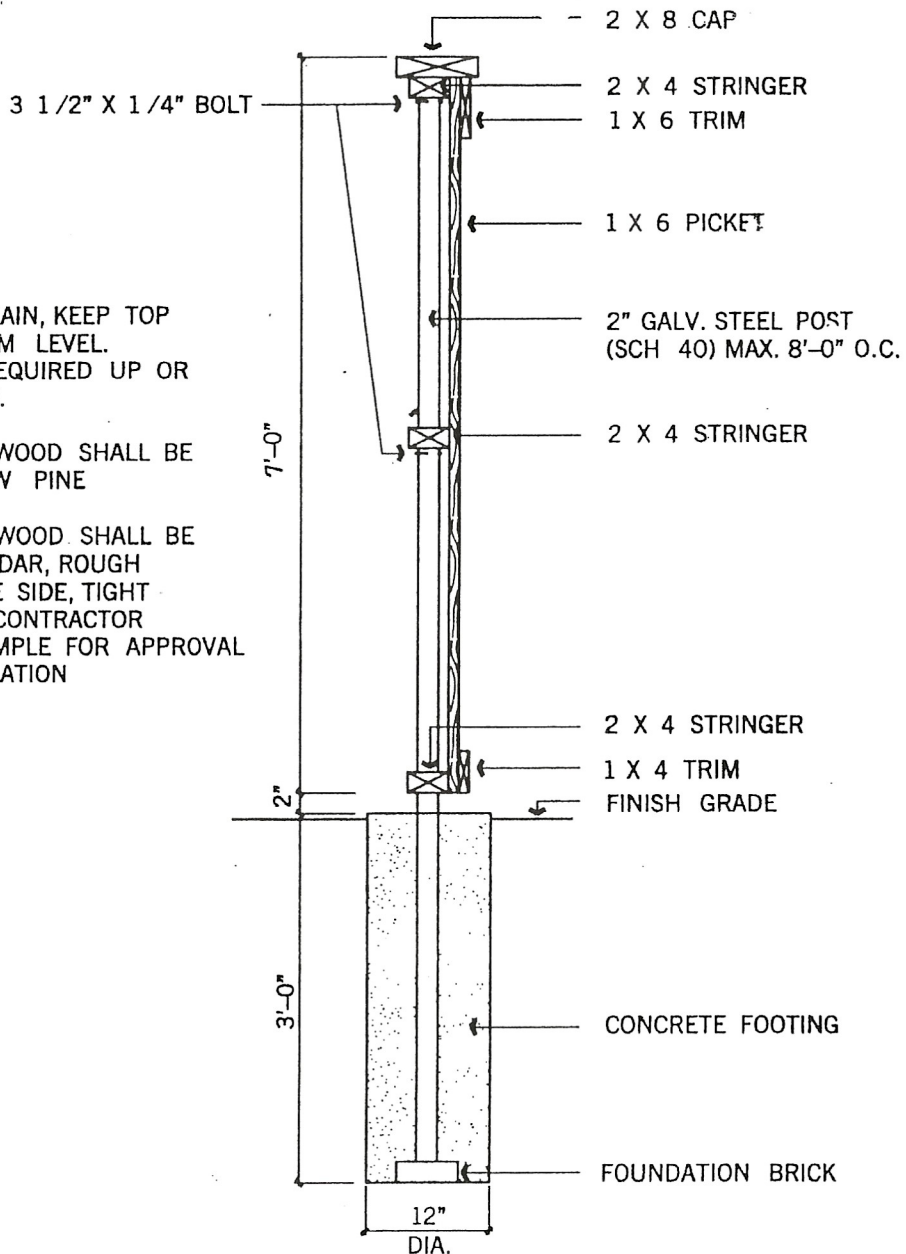
## LOT SCREEN FENCE ALT.-B

1'-10"

NOTE: ON SLOPING TERRAIN, KEEP TOP AND BOTTOM TRIM LEVEL. STEP FENCE AS REQUIRED UP OR DOWN 6"-12" MAX.

ALL STRUCTURAL WOOD SHALL BE SOUTHERN YELLOW PINE

ALL APPEARANCE WOOD SHALL BE WESTERN RED CEDAR, ROUGH SAWN. (CLEAR ONE SIDE, TIGHT KNOTS ALLOWED) CONTRACTOR SHALL SUBMIT SAMPLE FOR APPROVAL PRIOR TO INSTALLATION



## LOT SCREEN FENCE ALT.-A

1"=10'

