



RESOLUTION NO. 2014-042

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, AUTHORIZING ACCEPTANCE OF A PUBLIC TRAIL AND PEDESTRIAN EASEMENT FROM DAVID AND JUSTINA WARD RELATED TO THE CITY'S HIKE AND BIKE TRAIL SYSTEM; PROVIDING AN EFFECTIVE DATE

WHEREAS, David and Justina Ward, the owners of property addressed as 13802 Wooded Creek Drive located adjacent to the bridge in the northbound lane of Marsh Lane at its crossing of Farmers Branch Creek, have agreed to donate to the City of Farmers Branch an easement needed for the expansion of the City's hike and bike trail system along Marsh Lane; and

WHEREAS, the City Council of the City of Farmers Branch, Texas, finds it to be in the public interest to accept said easement over the property described herein;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS THAT:

SECTION 1. The City Manager is hereby authorized to accept, on behalf of the City of Farmers Branch, the public trail and pedestrian easement set forth in Attachment "A," inclusive, attached hereto and incorporated herein by reference, and record said easement in the Official Public Records of Dallas County, Texas.

SECTION 2. This resolution shall become effective immediately upon final passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, THIS THE 20TH DAY OF MAY, 2014.

ATTEST:

APPROVED:

Angela Kelly, City Secretary

William P. Glancy, Mayor

APPROVED AS TO FORM:

Peter G. Smith, City Attorney
(kbl:5/12/14:66120)

**RESOLUTION NO. 2014-042
ATTACHMENT "A"**

After Recording, Return to:
Kevin B. Laughlin
Nichols, Jackson, Dillard, Hager & Smith, LLP
500 N. Akard, Suite 1800
Dallas, Texas 75201

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

**PUBLIC TRAIL AND PEDESTRIAN EASEMENT
(with Temporary Construction Easement)**

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

That **David A. Ward and wife, Justina C. Ward** (collectively hereafter "Grantor"), whose address is 13802 Wooded Creek Drive, Farmers Branch, Dallas County, Texas 75244, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid by the **City of Farmers Branch, Texas**, ("Grantee"), a Texas home rule municipality, whose mailing address is 13000 William Dodson Parkway, Farmers Branch, Dallas County, Texas 75234, the receipt and sufficiency of which is hereby acknowledged, has dedicated, granted, sold and conveyed, and by these presents does dedicate, grant, sell and convey unto Grantee, its successors and assigns, a public trail and pedestrian easement over, along, across and under the following described property located in Dallas County, Texas, to wit:

Being an approximately 1,144.47 square foot parcel of land situated in the Noah Good Survey, Abstract No. 520, in the City of Farmers Branch, Dallas County, Texas, and being part of Lot 43, Block B, Wooded Creek Estates, an addition to the City of Farmers Branch, Texas, according to the plat thereof recorded in Volume 76088, Page 0804, Map Records, Dallas County Texas, and being a portion of the land conveyed to David A. Ward and Justina C. Ward by general warranty deed recorded in Volume 90085, Page 0141, Official Public Records, Dallas County, Texas, and being more particularly described in Exhibit "A" and depicted in Exhibit "B," respectively, attached hereto and incorporated herein by reference,

("the Easement Property") including the right of ingress, egress, and regress therein, to erect, construct, reconstruct, install, replace, repair, operate, use, inspect, modify, remove and maintain a public sidewalk and/or trail and appurtenances, inclusive of a pedestrian bridge and related appurtenances over Farmers Branch Creek ("the Easement Purposes") together with all concrete, curbs, structural supports, and other facilities and appurtenances used in connection with said

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ATTACHMENT "A" (cont.)

public trail, sidewalk, and bridge as deemed necessary thereto by Grantee, over, along, across, under, into and through the Easement Property and along with the right of the public to travel by non-motorized means along the Easement Property. Grantor further agrees that Grantee shall have the right to remove any existing fences, buildings, landscaping, trees, shrubs, concrete structures, and any other physical obstructions or improvements as may now or in the future be located within the Easement Property and are determined by Grantee to interfere with the use of the Easement Property for the Easement Purposes by the Grantee or the public. This Easement and Grantee's use of the Easement Property is made subject to all presently recorded and validly existing easements, rights-of-way, and other existing instruments that affect the Easement Property.


Grantor further grants to Grantee the right (the "Temporary Easement") to use a five foot wide area of the surface of Grantor's property that is adjacent to the Easement Property ("Adjacent Property") as may be reasonably necessary to install and maintain the Grantee's improvements within the Easement Property that are reasonably suited for the Easement Purpose, provided the Secondary Easement shall not exceed the boundaries shown on Exhibit "B" hereto.

Grantor shall not be liable to Grantee for any loss or damage to property or any injuries to or death of any person occurring as a result of use of the Easement Property by Grantee or the public, unless directly caused by the gross negligence or willful misconduct of Grantor. Grantee, by acceptance of this Easement, agrees to release Grantor from any liabilities, actions, claims, losses or damages suffered by Grantor or any member of the public in connection with the use of the Easement Property.

TO HAVE AND TO HOLD the Easement Property for the Easement Purposes together with all and singular the usual rights thereto in anywise belonging, unto the said Grantee, its successors and assigns, forever, and Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, the said premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

SIGNED this 12th day of May 2014.

GRANTOR:



David A. Ward



Justina C. Ward

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ATTACHMENT "A" (cont.)**

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me, the undersigned authority, on the 12
day of May, 2014 by David A. Ward and Justina C. Ward.

Stacy Henderson
Notary Public, State of Texas

My Commission expires: 9-10-2015



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ATTACHMENT "A" (cont.)

EXHIBIT "A"
Description of Easement Property

Being an approximately 1,144.47 square foot parcel of land situated in the Noah Good Survey, Abstract No. 520, in the City of Farmers Branch, Dallas County, Texas, and being part of Lot 43, Block B, Wooded Creek Estates, an addition to the City of Farmers Branch, Texas, according to the plat thereof recorded in Volume 76088, Page 0804, Map Records, Dallas County Texas, and being a portion of the land conveyed to David A. Ward and Justina C. Ward by general warranty deed recorded in Volume 90085, Page 0141, Official Public Records, Dallas County, Texas, and being more particularly described as follows:

Commencing at a point at the northwest corner of said Lot 43, said commencing point also being located at the intersection of the south right of way line of Wooded Creek Drive, a 50 foot wide right of way, with the east right of way line of Marsh Lane, a 130 foot wide right of way;
Thence, South, along said east right of way line of Marsh Lane, same being along the west line of Lot 43, and along the west side of an existing 10 foot wide utility easement, a distance of 224.45 feet to the POINT OF BEGINNING;

Thence, East, departing said east right of way of Marsh Lane and the west line of Lot 43 and said 10 foot wide utility easement, a distance of 10.00 feet to a point for corner in the east line of said existing utility easement;

Thence, South, parallel to said east right of way line of Marsh Lane and west line of Lot 43, along the east line of said utility easement, a distance of 108.89 feet to a point for corner in the creek channel of Farmers Branch Creek, said corner point also being in the southeast line of Lot 43 and said utility easement;

Thence, South 42 degrees 00 seconds West, along said southeast line of Lot 43 and said utility easement, a distance of 14.94 feet to a point for corner, said point being the most southerly corner of Lot 43 and said utility easement, same point being in the east right of way line of said Marsh Lane;

Thence, North, departing said southeast corner of Lot 43, along said east right of way line of Marsh Lane and the west line of Lot 43 and said utility easement, a distance of 120.00 feet to the POINT OF BEGINNING, and containing 1,144.47 square feet of land, more or less.

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ATTACHMENT "A" (cont.)

EXHIBIT "B"
Depiction of Easement Property

