



## **RESOLUTION NO. 2016-092**

### **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, AUTHORIZING RELEASE OF EASEMENTS AFFECTING PROPERTY GENERALLY LOCATED AT 14065 DENNIS LANE AND ADJACENT CITY-OWNED PROPERTY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to (1) an agreement between Valwood Investment Company and Joe. A Stalcup dated February 22, 1964 and recorded May 14, 1964 as Volume 314, Page 1061 in the real property records of Dallas County. ("Easement 1") and (2) an agreement between Harry C. Silver, Sam W. Laughlin and C. Grady Cates and J. Curtis Sanford, undated in the original and recorded September 7, 1960 as Volume 5405, Page 96 in the real property records of Dallas County. (the "Easement 2"), certain easements for the benefit of certain property now owned by the City were established that affect the property now commonly known and addressed as 14065 Dennis Lane ("the Property"); and

**WHEREAS**, the current owner of the underlying fee title to the Property burdened by Easement 1 and Easement 2 has requested the City vacate, abandon, or otherwise quitclaim any interest the City may have in one of the tracts of land described in Easement 1 and Easement 2; and

**WHEREAS**, Easement 1 and Easement 2 also create certain burdens and obligations on the City-owned property located adjacent to the Property; and

**WHEREAS**, City staff has reviewed Easement 1 and Easement 2 and determined that (1) the purposes for which said easements were originally granted no longer exist or provide any benefit to the City, and (2) the City will benefit from the release of any rights or restrictions that may affect the City's property, if any, pursuant to the terms of said easements;

**WHEREAS**, the City Council of the City of Farmers Branch, Texas, finds it to be in the public interest to agree to a mutual release of Easement 1 and Easement 2;

**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 sign on behalf of the City and file in the Official Public Records of Dallas County, Texas, a release of easement releasing and abandoning the City's interest in the property generally located at 14065 Dennis Lane, such release to be substantially in the form set forth in Exhibit "A" attached hereto and incorporated herein by reference.

**SECTION 2.** This Resolution shall be effective immediately upon final passage.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMERS  
BRANCH, TEXAS, THIS 3<sup>RD</sup> DAY OF OCTOBER, 2016.**

ATTEST:

APPROVED:

\_\_\_\_\_  
Amy Piukana, City Secretary

\_\_\_\_\_  
Bob Phelps, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Peter G. Smith, City Attorney  
(kbl:9/23/16:79540)

**Resolution No. 2016-\_\_\_\_**  
**Exhibit “A” – Form of Release of Easements**

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS       §

**RELEASE OF EASEMENTS**

This **Release of Easements** (hereinafter referred to as the “Agreement”) is entered into by and among **Gerald Pendery, DVM** (“Owner 1”), **Julia Pendery** (together with Gerald Pendery, “Owner 2”), and **City of Farmers Branch** (“Owner 3”). Owner 1, Owner 2 and Owner 3 are hereinafter sometimes referred to individually as a “Party” and collectively as the “Parties.”

**P R E M I S E S:**

**WHEREAS**, Owner 1 and Owner 2 are the owners of two parcels of land commonly known as 14065 Dennis Lane, Farmers Branch, Texas 75234, as more particularly described on Exhibit A attached hereto, that is situated in Dallas County, Texas (the “Subject Parcels”);

**WHEREAS**, Owner 3 is the owner of certain neighboring; and

**WHEREAS**, the Parties, as all of the successors in interest to the parties to those certain Easements (as defined below), desire to waive any prior default thereunder and release the parcels subject to the Easements from the restrictions and covenants contained therein from and after the date hereof.

**A G R E E M E N T:**

**NOW, THEREFORE**, in consideration of the foregoing premises, the mutual covenants, agreements and obligations set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged and confirmed, the Parties hereby agree as follows:

1.     **Easements.** The following shall constitute the “Easements”
  - A.     That certain Agreement by and between Valwood Investment Company, a partnership composed of C. Grady Cates, Jr., Harry C. Silver and Sam W. Laughlin, and Joe. A Stalcup, dated as of February 22, 1964 and recorded May 14, 1964 as Volume 314, Page 1061 in the real property records of Dallas County. (“Easement 1”)
  - B.     That certain Contract by and between Harry C. Silver, Sam W. Laughlin and C. Grady Cates and J. Curtis Sanford, undated in the original and recorded September 7, 1960 as Volume 5405, Page 96 in the real property records of Dallas County. (“Easement 2”)
2.     **Release.** As all of the successors of the parties to the Easements and owners of the property subject to such Easements, hereby, on behalf of each Party’s successors and assigns, forever release each other and the subject properties from all restrictions, covenants, rights of access and easements in the Easements and waive any default or breach of the Easements by the other Party, or any person to whom a Party is a successor in interest, under each of the Easements, including without limitation Covenants 1, 2, 3 and 5 in Easement 2.

3. **Recording.** This Agreement shall be recorded in the Official Public Records of Dallas County and shall terminate the covenants running with the land contained in the Easements.

4. **Further Assurances.** Each Party from time to time, at another party's request, will execute, acknowledge and deliver to the requesting party such other instruments and will take such other actions and execute and deliver such other documents, certifications and further assurances as the requesting party may reasonably require. Each of the Parties agree to cooperate with the others and execute and deliver to the other Parties such other instruments and documents and take such other actions as may be reasonably requested from time to time by any other Party as necessary to carry out, evidence and confirm the intended purposes of this Agreement. Such covenant shall be binding upon the successors and assigns of each Party.

5. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the Parties and delivered to each of the Parties. The exchange of copies of this Agreement and any other documents contemplated by this Agreement and of their respective signature pages by facsimile or electronic transmission shall constitute effective execution and delivery of each such document as to the Parties and may be used in lieu of the original document for all purposes except for recording in the Official Public Records of Dallas County. Signature of the Parties delivered by facsimile or electronic transmission shall be deemed their original signatures for all purposes.

6. **Miscellaneous.** This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective heirs, successors and assigns. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING THE CONFLICT OF LAWS PRINCIPLES THEREOF. This Agreement may be amended only by a written instrument duly executed by each of the Parties.

7. **Signatures and Authority.** Each Party has the relevant power and authority necessary to execute and deliver this Agreement and has taken all action necessary, if any, to consummate the matters contemplated by this Agreement. This Agreement constitutes the valid and binding obligations of the Parties and is enforceable in accordance with its terms. The Parties acknowledge that Gerald Pendery has taken title to the Subject Parcels as Dr. Gerald V. Pendery and Gerald Vernon Pendery, who is the same individual signing below as "Gerald V. Pendery, DVM."

[Signatures Follow on Next Page]

SIGNED AND AGREED this \_\_\_\_ day of \_\_\_\_\_, 2016.

Owner 1 and Owner 2

\_\_\_\_\_  
Gerald V. Pendery, DVM

Owner 2:

\_\_\_\_\_  
Julia Fields Pendery

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

Acknowledged before me, the undersigned authority, this \_\_\_\_ day of \_\_\_\_\_,  
2016, by Gerald V. Pendery, DVM.

\_\_\_\_\_  
Notary Public, State of Texas

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

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

Acknowledged before me, the undersigned authority, this \_\_\_\_ day of \_\_\_\_\_,  
2016, by Julia Fields Pendery

\_\_\_\_\_  
Notary Public, State of Texas

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

Owner 3:

City of Farmers Branch

By: \_\_\_\_\_  
Charles Cox, City Manager

STATE OF TEXAS           §  
                                     §  
COUNTY OF DALLAS    §

Acknowledged before me, the undersigned authority, this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by Charles Cox, City Manager of the City of Farmers Branch, a Texas home rule municipality, for and on behalf of said municipality.

\_\_\_\_\_  
Notary Public, State of Texas

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

**Exhibit A**  
**Subject Parcels Property Description**

**TRACT 1:**

Description of a 0.111 acre tract of land situated in the R. J. West Survey, Abstract No. 1576, Dallas County, Texas; said 0.111 acre tract being all of that tract conveyed to Dr. Gerald V. Pendery by deed recorded in Volume 80196, Page 69, Deed Records, Dallas County, Texas; said 0.111 acre tract being more particularly described by metes and bounds as follows;

COMMENCING, at a 1/2-inch iron rod found at the intersection of the south right-of-way line of Valwood Parkway (100 feet wide) and the west right-of-way line of Dennis Lane (80 feet wide); said point also being the northeast corner of a tract of land conveyed to the City of Farmers Branch by deed recorded in Clerk's Instrument No. 200600102108, Official Public Records, Dallas County, Texas;

THENCE, South 00 degrees 00 minutes 00 seconds East, with said west right-of-way line of Dennis Lane, a distance of 177.31 feet to a "+" cut in concrete found at the beginning of a circular curve to the right having a radius of 784.24 feet;

THENCE, Southwesterly, with said curve to the right through a central angle of 01 degree 52 minutes 34 seconds, an arc distance of 25.68 feet (chord bears South 00 degrees 56 minutes 17 seconds West, 25.68 feet) to a point at the POINT OF BEGINNING;

THENCE, Southwesterly, continuing with said curve to the right through a central angle of 05 degrees 55 minutes 42 seconds, an arc distance of 81.14 feet (chord bears South 04 degrees 50 minutes 25 seconds West, 81.11 feet) to a "+" cut in concrete found at the southeast corner of said 0.111 acre tract; said point also being the eastern most northeast corner of a tract of land conveyed to the City of Farmers Branch by deed recorded in Volume 94152, Page 2653, Deed Records, Dallas County, Texas;

THENCE, with the common line of said 0.111 acre tract and said City of Farmers Branch tract, the following metes and bounds;

North 90 degrees 00 minutes 00 seconds West, leaving said west right-of-way line, a distance of 55.75 feet to a 5/8-inch iron rod with plastic cap stamped "RPLS 5133" found at the southwest corner of said 0.111 acre tract;

North 00 degrees 00 minutes 00 seconds West, a distance of 80.80 feet to a 5/8-inch iron rod with plastic cap stamped "RPLS 5133" found at the northwest corner of said 0.111 acre tract; said point also being an interior corner of said City of Farmers Branch tract; said point also being on the south line of a tract of land conveyed to Gerald Vernon Pendery and Julia Fields Pendery by deed recorded in Volume 93045, Page 4862, Deed Records, Dallas County, Texas;

THENCE, South 90 degrees 00 minutes 00 seconds East, with the north line of said 0.111 acre tract, a distance of 62.60 feet to the POINT OF BEGINNING;

CONTAINING, 4,838 square feet or 0.111 acres of land, more or less.

## **TRACT 2:**

Description of a 0.225 acre tract of land situated in the R. J. West Survey, Abstract No. 1576, Dallas County, Texas; said 0.225 acre tract being all of that tract conveyed to Gerald Vernon Pendery and Julia Fields Pendery by deed recorded in Volume 93045, Page 4862, Deed Records, Dallas County, Texas; said 0.225 acre tract being more particularly described by metes and bounds as follows;

BEGINNING, at a 1/2-inch iron rod found at the northeast corner of said 0.225 acre tract; said point also being the southeast corner of a tract of land conveyed to the City of Farmers Branch by deed recorded in Clerk's Instrument No. 200600102108, Official Public Records, Dallas County, Texas; said point also being South 00 degrees 00 minutes 00 seconds East, 150.00 feet from a 1/2-inch iron rod found at the intersection of the south right-of-way line of Valwood Parkway (100 feet wide) and the west right-of-way line of Dennis Lane (80 feet wide);

THENCE, South 00 degrees 00 minutes 00 seconds East, with said west right-of-way line of Dennis Lane, a distance of 27.31 feet to a "+" cut in concrete found at the beginning of a circular curve to the right having a radius of 784.24 feet;

THENCE, Southwesterly, with said curve to the right through a central angle of 01 degree 52 minutes 34 seconds, an arc distance of 25.68 feet (chord bears South 00 degrees 56 minutes 17 seconds West, 25.68 feet) to a point at the southeast corner of said 0.225 acre tract; said point also being the northeast corner of a tract of land conveyed to Dr. Gerald V. Pendery by deed recorded in Volume 80196, Page 69, Deed Records, Dallas County, Texas;

THENCE, North 90 degrees 00 minutes 00 seconds West, leaving said west right-of-way line, passing at a distance of 62.60 feet a 5/8-inch iron rod with plastic cap stamped "RPLS 5133" found at the northwest corner of said Dr. Gerald V. Pendery tract; said point also being an interior corner of a tract conveyed to the City of Farmers Branch by deed recorded in Volume 94152, Page 2653, Deed Records, Dallas County, Texas; continuing, in all, a total distance of 184.70 feet to a 5/8-inch iron rod with plastic cap stamped "RPLS 5133" found at the southwest corner of said 0.225 acre tract; said point also being an interior corner of said City of Farmers Branch tract;

THENCE, North 00 degrees 00 minutes 00 seconds West, a distance of 53.00 feet to a 5/8-inch iron rod with plastic cap stamped "RPLS 5133" found at the northwest corner of said 0.225 acre tract;

THENCE, South 90 degrees 00 degrees 00 seconds East, with the north line of said 0.225 acre tract, a distance of 185.12 feet to the POINT OF BEGINNING;

CONTAINING, 9,808 square feet or 0.225 acres of land, more or less.