

**ORDINANCE NO. 2022-0407E**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILMER, TEXAS, DEDICATING A DRAINAGE EASEMENT (0.0138 ACRES) BEING A TRACT OF LAND SITUATED IN THE ROBERT SLOAN SURVEY ABSTRACT NO. 1271, CITY OF WILMER ETJ, DALLAS COUNTY, TEXAS, AND BEING PORTION OF THAT CERTAIN 364.0853 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO WILMER PLEASANT RUN LP, RECORDED IN VOLUME NO. 2005147, PAGE 1190 OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS; AUTHORIZING THE MAYOR TO EXECUTE A DEED WITHOUT WARRANTY RELEASING THE PUBLIC OWNERSHIP INTEREST AND CONTROL IN THE PROPERTY; AUTHORIZING THE CITY SECRETARY TO FILE THE DEED WITHOUT WARRANTY DEED IN THE DEED RECORDS OF DALLAS COUNTY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Wilmer is a Type A general law city acting under Article XI, of the Texas Constitution and Chapter 22 of the Local Government Code; and

**WHEREAS**, WILMER PLEASANT RUN LP, the sole and current owners of a tract of land situated in the Robert Sloan Survey Abstract No. 1271 in the City of Wilmer, Dallas County, Texas; and

**WHEREAS**, WILMER PLEASANT RUN LP, have requested the City of Wilmer to dedicate all rights, title, and interest to the each drainage easement located across the property ("Drainage Easement") which burdens the Property; and

**WHEREAS**, the City Council has determined that the Drainage Easement is useful or convenient to the public in general, that it therefore constitutes a public charge with a corresponding public benefit, and that the public would be better served and benefitted by its dedication and

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WILMER, TEXAS, THAT:**

**SECTION 1** The City does hereby dedicate all of the rights, title, and interest of the City and the public in the said Drainage Easements that is located across the Property, as depicted in **Exhibit "E"** which exhibits is attached hereto and incorporated herein by reference for all purposes.

**SECTION 2** The Mayor of the City of Wilmer is hereby authorized and empowered to execute, on behalf of the City, a deed without warranty releasing title to the owners of title to the Property, all claims to title, ownership or control of the Drainage Easement described in Section 1 of this Ordinance ("Deed Without Warranty").

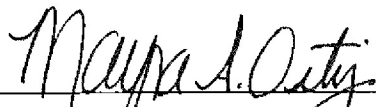
**SECTION 3** The City Secretary is directed to file an original of the Deed Without Warranty in the Deed Records of Dallas County, Texas.

**SECTION 4** If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance; and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.


**SECTION 5** This Ordinance shall be in full force and effect from and after the date of its passage and publication as required by law, and it is so ordained.

**DULY PASSED** and approved by the City Council of the City of Wilmer, Dallas County, Texas, on this the 7th day of April, 2022.


**ATTEST:**

  
\_\_\_\_\_  
Mayra A. Ortiz, City Secretary

**APPROVED:**

  
\_\_\_\_\_  
Sheila Petta, Mayor

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Michael B. Halla, City Attorney

**After recording, return to:**

### DRAINAGE EASEMENT

This Drainage Easement (this "Easement") is made as of April 7, 2022, by and between Wilmer Pleasant Run LP., a Texas limited partnership ("Grantor"), and the City of Wilmer, Texas ("Grantee").

### RECITALS:

Whereas, Grantor is the fee simple owner of that certain 0.0138 of an acre tract (600 square feet), located in Dallas County, Texas, all of which is more particularly described by metes and bounds and outlined on **Exhibit "E"** attached hereto (collectively, the "Easement Property"); and

Whereas, Grantee has requested Grantor to grant to Grantee a specific-use easement over and across the Easement Property and Grantor has agreed to grant to Grantee such easement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. **Easement.** Grantor hereby grants and conveys to Grantee, its successors and assigns, a non-exclusive easement in, over and across the Easement Property for the sole purposes of construction, maintenance (provided, however, Grantee shall not have the obligation to maintain the Easement Property, as hereinabove defined) and operation of (a) drainage facilities, including, without limitation, drainage pipes, swales and concrete headwalls (collectively, "Drainage Facilities"), and (b) improvements to prevent soil erosion (including, without limitation, the installation of rip rap, silt fences, rock, grass and/or mulch); and drainage purposes. The Easement granted herein shall include the right to access the Easement Property. Grantee covenants and agrees to repair, replace and reinstall any vegetation, landscaping and/or improvements damaged by Grantee. Grantee further covenants and agrees to protect, indemnify, and hold harmless Grantor from any claims, demands, expenses, losses, damages or injuries (including death) to persons or property to the extent caused by Grantee's negligence or willful misconduct in the construction, operation and maintenance or use of the Easement.

2. **Grantor's Use of Easement Property.** Grantor hereby reserves the right to use and enjoy the Easement Property for any and all purposes Grantor desires, subject only to the limitation that such use and enjoyment will not damage or unreasonably interfere with Grantee's permitted uses. Grantor reserves specifically, but without limitation to the broad reservation above, the right to construct gravel, asphalt or concrete driveways, roadways and streets, parking areas, groundcover and landscaping of all sorts.

3. **Attorneys' Fees and Costs.** If any legal or other proceeding is instituted to enforce any term of this Easement, the party prevailing in any such proceeding shall be paid all of the legal costs, expenses and fees including attorneys' fees by the other party, and if any

judgment is secured by such prevailing party all such legal costs, expenses and fees shall be included in any such judgment.

4. **Title and Authority.** The Granter hereby represents that it has the legal authority to enter into and execute this Easement and to perform all of the obligations and duties herein.

5. **Lienholder Consent and Subordination.** ~~NONE, a Texas corporation, as holder of a lien on the Easement Property, consents to this Easement including the terms and conditions set forth herein and subordinates its lien to the terms and conditions set forth herein by its execution of the Consent of Lienholder instrument attached hereto and made a part hereof for all purposes.~~

6. **Governing Law.** This Easement shall be governed and interpreted in accordance with the laws of the State of Texas.

7. **Headings.** The headings contained in this Easement are for reference purposes only and will not in any way affect the meaning or interpretation hereof.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGES]**

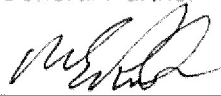
IN WITNESS WHEREOF, the parties have executed this Easement on the respective dates set forth in the respective acknowledgments below, to be effective as of the date appearing in the acknowledgment below of the last party to sign this Easement.

**GRANTOR:**

**Wilmer Pleasant Run LP.,**  
a Texas limited partnership

By: Prime Rail LLC , a Texas limited liability company


Its: General Partner

By:   
Michael Rader,  
Manager

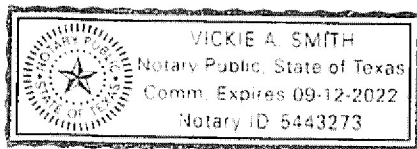
Date: March 29, 2022

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS     §

This instrument was acknowledged before me on March 29, 2022, by Michael Rader (personally known to me or proved to me through Texas Drivers License as identification), Manager of Prime Rail LLC, a Texas limited liability company, on behalf of said limited liability company, and executed this instrument as the general partner on behalf of Wilmer Pleasant Run LP, a Texas limited partnership.

  
Notary Public, State of Texas  
Vickie A Smith  
Printed/Typed Name

My Commission Expires: 9-12-2022



IN WITNESS WHEREOF, the parties have executed this Easement on the respective dates set forth in the respective acknowledgments below, to be effective as of the date appearing in the acknowledgment below of the last party to sign this Easement.

**GRANTEE:**

City of Wilmer, Texas

By: *Rona Stringfellow*

Name: Rona Stringfellow, City Administrator

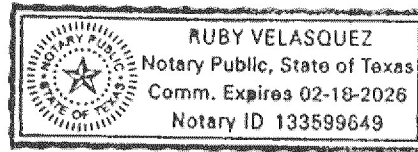
Date April 7, 2022

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on April 7, 2022, by Rona Stringfellow (personally known to me or proved to me through personally known as identification), City Administrator of the City of Wilmer, Texas a municipality in the State of Texas, for and on behalf of said municipality.

*Ruby Velasquez*  
Notary Public, State of Texas  
Ruby Velasquez  
Printed/Typed Name

My Commission Expires:  
02-18-2026



ACCEPTED ON THE TERMS AND CONDITIONS CONTAINED HEREIN:

**GRANTEE:**

**CITY OF WILMER,**  
a Texas municipal corporation

By: *Rona Stringfellow*  
Name: Rona Stringfellow  
Title: City Administrator

**ATTEST:**

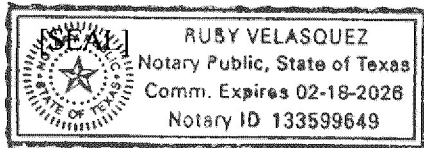
*Mayra A. Ortiz*  
Mayra A. Ortiz, City Secretary

**APPROVED AS TO LEGAL FORM:**

*Michael B. Halla*  
Michael B. Halla, City Attorney

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS     §

This instrument was acknowledged before me, the undersigned authority, on the 7th day of April, 2022, by Rona Stringfellow as City Administrator of City of Wilmer, a Texas municipal corporation, on behalf of said municipal corporation.



*Ruby Velasquez*  
Notary Public, State of Texas

**GRANTEE'S ADDRESS:**

City of Wilmer  
c/o City Administrator  
128 N. Dallas Avenue  
Dallas, Texas 75172  
Phone: (972) 441-6373

**AFTER RECORDING, RETURN TO:**

City of Wilmer  
c/o City Secretary  
128 N. Dallas Avenue  
Dallas, Texas 75172  
Phone: (972) 441-6373

# EXHIBIT "E"

**METES AND BOUNDS DESCRIPTION  
0.0138 ACRE PARCEL  
PROPOSED DRAINAGE EASEMENT  
WILMER PLEASANT RUN PROPERTY  
ROBERT SLOAN SURVEY, ABSTRACT NUMBER 1271  
CITY OF WILMER, ETJ, DALLAS COUNTY, TEXAS**

BEING A 0.0138 ACRE PARCEL OF LAND SITUATED IN THE ROBERT SLOAN SURVEY, ABSTRACT NUMBER 1271, IN THE CITY OF WILMER, ETJ, DALLAS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN 364.0853 ACRE TRACT OF LAND DESCRIBED IN DEED TO VERDE MONTE 32 PARTNERS, A CALIFORNIA GENERAL PARTNERSHIP ("VERDE MONTE"), CACTUS 5.5, LLC, A LIMITED LIABILITY COMPANY ("CACTUS 5.5"), RONALD AND CARRIE PADILLA, HUSBAND AND WIFE (COLLECTIVELY "PADILLA") AND WILMER PLEASANT RUN, L.P. A TEXAS LIMITED PARTNERSHIP (WILMER PLEASANT RUN), AND RECORDED IN VOLUME 2005147, PAGE 1190 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** AT A 5/8" IRON ROD SET FOR CORNER IN THE CENTERLINE OF PLEASANT RUN ROAD (UNDEDICATED PUBLICLY RECOGNIZED RIGHT-OF-WAY), SAID POINT BEING THE NORTHEAST CORNER OF THAT CERTAIN 1.00 ACRE TRACT OF LAND DESCRIBED IN DEED TO MICHAEL E. RADER AND RECORDED IN VOLUME 20050356, PAGE 3957 OF THE OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS;

**THENCE** SOUTH 30° 27' 14" EAST DEPARTING THE CENTERLINE OF SAID PLEASANT RUN ROAD AND FOLLOWING ALONG THE NORTHERLY LINE OF SAID 1.00 ACRE MICHAEL E. RADER TRACT, FOR A DISTANCE OF 39.00 FEET TO A POINT FOR THE SOUTHEAST CORNER OF A PROPOSED RIGHT-OF-WAY DEDICATION BY SEPARATE INSTRUMENT;

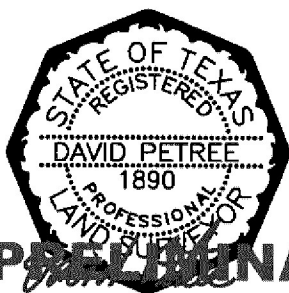
**THENCE** SOUTH 59° 28' 05" WEST AND FOLLOWING ALONG THE SOUTHWEST LINE OF THE SAID PROPOSED RIGHT-OF-WAY DEDICATION BY SEPARATE INSTRUMENT FOR A DISTANCE OF 3,202.17 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

**THENCE** SOUTH 30° 31' 55" EAST AND DEPARTING THE SOUTHWEST LINE OF THE SAID PROPOSED RIGHT-OF-WAY DEDICATION BY SEPARATE INSTRUMENT FOR A DISTANCE OF 40.00 FEET TO A POINT FOR CORNER;

**THENCE** SOUTH 59° 28' 05" WEST FOR A DISTANCE OF 15.00 FEET TO A POINT FOR CORNER;

**THENCE** NORTH 30° 31' 55" WEST FOR A DISTANCE OF 40.00 FEET TO A POINT FOR CORNER ON THE SOUTHWEST LINE OF THE SAID PROPOSED RIGHT-OF-WAY DEDICATION BY SEPARATE INSTRUMENT;

**THENCE** NORTH 59° 28' 05" EAST AND FOLLOWING ALONG THE SOUTHWEST LINE OF THE SAID PROPOSED RIGHT-OF-WAY DEDICATION BY SEPARATE INSTRUMENT FOR A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.0138 ACRES OR 600 SQUARE FEET OF LAND, MORE OR LESS.



**PRELIMINARY**

DAVID PETREE  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 1890

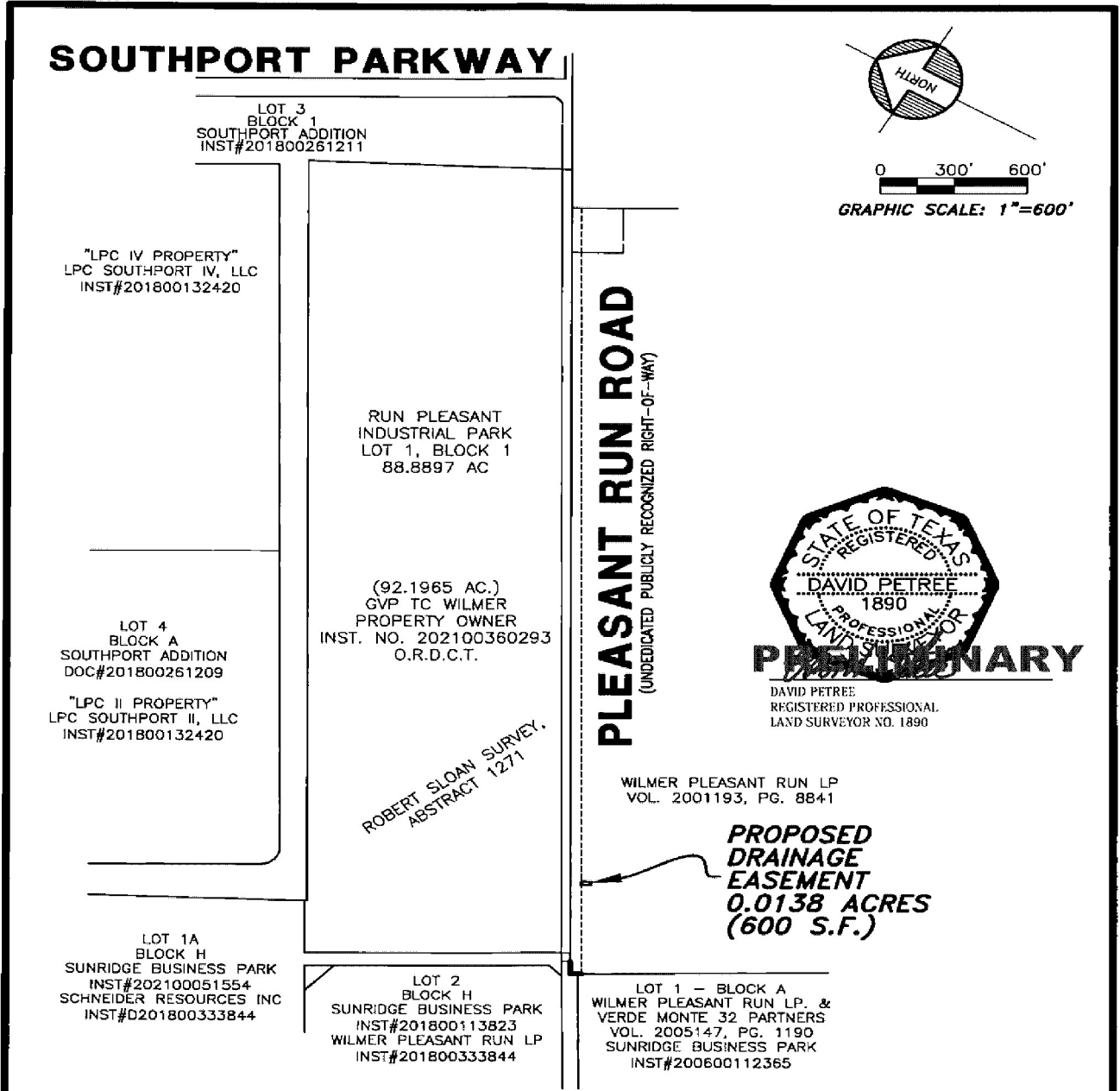


BLUE SKY SURVEYING  
& MAPPING, CORPORATION  
11015 MIDWAY ROAD  
DALLAS, TEXAS 75229  
PHONE: (214) 358-4500  
FAX: (214) 358-4600  
DRPETREE@BLUESKYSURVEYING.COM  
TBPLS REGISTRATION No. 10105700

**PROPOSED DRAINAGE EASEMENT  
WILMER PLEASANT RUN LP  
ROBERT SLOAN SURVEY, ABSTRACT 1271  
CITY OF WILMER, ETJ, DALLAS COUNTY, TEXAS**

DATE: FEBRUARY 22, 2022 PleasanrunPostOak-Drainage Esmt5 EXBT 2022.dwg

EXHIBIT "E" CONTINUED

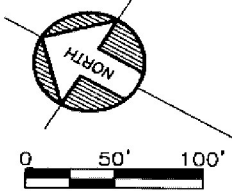


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TBPLS REGISTRATION No. 10105700

**PROPOSED DRAINAGE EASEMENT**  
WILMER PLEASANT RUN LP  
ROBERT SLOAN SURVEY, ABSTRACT 1271  
CITY OF WILMER, ETJ, DALLAS COUNTY, TEXAS

DATE: FEBRUARY 22, 2022 PleasanrunPostOak-Drainage Esmt5 EXBT 2022.dwg

# EXHIBIT "E" CONTINUED



GRAPHIC SCALE: 1"=100'

(92.1965 AC.)  
GVP TC WILMER  
PROPERTY OWNER  
INST. NO. 202100360293  
O.R.D.C.T.

RUN PLEASANT INDUSTRIAL PARK  
LOT 1, BLOCK 1: 88.8897 AC (3,872,037 SF)  
TOTAL AREA: 92.1965 AC (4,016,080 SF)

**PLEASANT RUN ROAD**  
(UNDEDICATED PUBLICLY RECOGNIZED RIGHT-OF-WAY)

**POINT OF COMMENCING**

CITY OF DALLAS  
VOL. 86073, PG. 4709

(CALLED 1.00 AC.)  
MICHAEL RADER  
VOL. 2005356, PG. 3957

26.5' DP&L ESMT  
VOL. 89040, PG 2800  
D.R.D.C.T.

PROP. R.O.W.  
(BY SEP. INST.)

ROBERT SLOAN SURVEY, ABSTRACT 1271

~ LINE TABLE ~		
NO.	BEARING	DISTANCE
L1	S30°27'14"E	39.00'
L2	S59°28'05"W	3202.17'
L3	S30°31'55"E	40.00'
L4	S59°28'05"W	15.00'
L5	N30°31'55"W	40.00'
L6	N59°28'05"E	15.00'

RUN PLEASANT INDUSTRIAL PARK  
LOT 1, BLOCK 1

(92.1965 AC.)  
GVP TC WILMER  
PROPERTY OWNER  
INST. NO. 202100360293  
O.R.D.C.T.

**POINT OF BEGINNING**

**PROPOSED DRAINAGE ESMT.**  
**0.0138 ACRES**  
**(600 S.F.)**

WILMER PLEASANT RUN LP  
VOL. 2005147, PG. 1190



DAVID PETREE  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 1890



BLUE SKY SURVEYING  
& MAPPING, CORPORATION  
11015 MIDWAY ROAD  
DALLAS, TEXAS 75229  
PHONE: (214) 358-4500  
FAX: (214) 358-4600  
DRPETREE@BLUESKYSURVEYING.COM  
TBPLS REGISTRATION No. 10105700

**PROPOSED DRAINAGE EASEMENT**  
WILMER PLEASANT RUN LP  
ROBERT SLOAN SURVEY, ABSTRACT 1271  
CITY OF WILMER, ETJ, DALLAS COUNTY, TEXAS

DATE: FEBRUARY 22, 2022 PleasanrunPostOak-Drainage Esmt5 EXBT 2022.dwg

**Dallas County  
John F. Warren  
Dallas County Clerk**

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**Instrument Number:** 202200104590

eRecording - Real Property

Recorded On: April 14, 2022 10:17 AM

Number of Pages: 11

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**" Examined and Charged as Follows: "**

Total Recording: \$62.00

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**\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\***

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 202200104590  
Receipt Number: 20220414000094  
Recorded Date/Time: April 14, 2022 10:17 AM  
User: Kamesha W  
Station: CC33

**Record and Return To:**

Simplifile



**STATE OF TEXAS  
COUNTY OF DALLAS**

**I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Dallas County, Texas.**

John F. Warren  
Dallas County Clerk  
Dallas County, TX

A handwritten signature in black ink, appearing to be "JFW".