

EASEMENT AND RIGHT OF WAY

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

That **ONCOR ELECTRIC DELIVERY COMPANY LLC**, a Delaware limited liability company, hereinafter referred to as Grantor, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration to it in hand paid by the **City of Benbrook**, a Texas Municipal Corporation, hereinafter referred to as Grantee, has granted, sold and conveyed and by these presents does hereby grant, sell and convey unto said Grantee a nonexclusive one-hundred foot (**100'**) wide drainage easement and right of way hereinafter referred to as Grantee's Facility, in, over, under, across and along the property described and shown on the attached **Exhibit "A"**

SEE ATTACHED EXHIBITS

There is also granted to Grantee, its successors or assigns, a nonexclusive easement to use only so much of Grantor's adjoining land, during temporary periods, as may be necessary for the construction, maintenance, and repair of said Grantee's Facility. Such use shall not interfere with Grantor's use of such property in the operation of its business and Grantee shall properly maintain such property during construction and at the conclusion of such construction remove all construction debris and other materials from such property and restore such property to the same condition it was in prior to the commencement of Grantee's construction thereon or in proximity thereto. Additional general construction limitations on easement are described and listed, but not limited to, in **Exhibit "B"**, attached hereto and by reference made a part hereof. Use of draglines or other boom-type equipment in connection with any work to be performed on Grantor's property by the Grantee, its employees, agents, representatives or contractors must comply with Chapter 752, Texas Health and Safety Code, the National Electrical Safety Code and any other clearance requirements. Notwithstanding anything to the contrary herein, in no event shall any equipment be within fifteen (15) feet of the Oncor 138,000 volt or less power lines or within twenty (20) feet of the Oncor 345,000 volt power lines situated on the aforesaid property. Grantee must notify Fort Worth Transmission, (**817-496-2746**) at least 48 hours prior to the use of any boom-type equipment on Grantor's property except in an emergency. Grantor reserves the right to refuse Grantee permission to use boom-type equipment.

Grantee shall locate its Facility within the easement so as not to interfere with any of Grantor's facilities. Grantee shall not place its facility within 25 feet of any pole or tower leg. Grantee shall reimburse Grantor for any and all costs and expenses incurred by Grantor for any relocation or alteration of its facilities located on or near the easement that Grantor, in its sole discretion, determines are subject to interference from the said Grantee's Facility or from the exercise by Grantee of any of its rights hereunder.

This easement is granted upon the conditions that Grantee's Facility to be constructed shall be maintained and operated by Grantee at no expense to Grantor and Grantor shall not be responsible for any costs of construction, reconstruction, operation, maintenance or removal of Grantee's Facility.

To the extent permitted by law, Grantee agrees to defend, indemnify and hold Grantor, its officers, agents and employees, harmless against any and all claims, lawsuits, judgements, costs, and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons that may arise out of, or be occasioned, by any negligent act or omission of Grantee, its officers, agents, associates, employees or subconsultants; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of Grantor, its officers, agents, or employees or separate contractors, and in the event of joint and concurrent negligence of both Grantor and Grantee, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity or other defenses available to the parties under Texas Law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Grantee shall, at its own cost and expense comply with all applicable laws, including but not limited to existing zoning ordinances, governmental rules and regulations enacted or promulgated by any governmental authority and shall promptly execute and fulfill all orders and requirements imposed by such governmental authorities for the correction, prevention and abatement of nuisances in or upon or connected with said premises because of Grantee's use thereof.

This easement, subject to all liens of record, shall continue only so long as Grantee shall use this right of way for the purpose herein described and the same shall immediately lapse and terminate upon cessation of such use.

TO HAVE AND TO HOLD the above described easement and rights unto the Grantee, its successors and assigns, for the purposes aforesaid and upon the conditions herein stated until the same shall be abandoned for use by the Grantee for the purpose herein stated, then and thereupon this conveyance shall be null and void and the use of said land and premises shall absolutely revert to Grantor herein, its successors and assigns, and no act or omission on the part of them shall be construed as a waiver of the enforcement of such condition.

AND Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the above described easement and rights unto the Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor but not otherwise.

EXECUTED as of this _____ day of _____, 2020.

GRANTOR:

ONCOR ELECTRIC DELIVERY COMPANY LLC

By: _____

Jill L. Alvarez P.E.
Attorney-in-Fact

GRANTEE:

CITY OF BENBROOK

By: _____

Name: _____

Title: _____

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared _____, as the _____ of the **City of Benbrook**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and he/she is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A. D. 2020.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Jill L. Alvarez, as the Attorney-In-Fact of **Oncor Electric Delivery Company LLC**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and he is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A. D. 2020.

Notary Public in and for the State of Texas

EXHIBIT "A"
DESCRIPTION OF A
DRAINAGE EASEMENT

BEING a tract of land situated in the E. Taylor Survey, Abstract Number 1560, City of Benbrook, Tarrant County, Texas and being a portion of that tract of land described by deed to Texas Electric Service Company, recorded in Volume 5428, Page 543, County Records, Tarrant County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found at the southeast corner of the remainder of that tract of land described by deed to SJ Rolling Hills Development, L.P., recorded in Instrument Number D203176403, being the southwest corner of Lot 1, Block 1, Rolling Hills Park Addition, an addition to the City of Benbrook, Texas, recorded in Instrument Number D211233055, said County Records, and being in the north line of said Texas Electric Service tract;

THENCE S 60°48'21"W, 177.45 feet, with said north line, to the **POINT OF BEGINNING**

THENCE S 29°11'39"E, 146.11 feet, departing said north line, to the beginning of a curve to the left;

THENCE with said curve to the left, an arc distance of 117.92 feet, through a central angle of 45°02'33", having a radius of 150.00 feet, the long chord which bears S 51°30'23"E, 114.91 feet;

THENCE S 74°01'39"E, 67.10 feet, to the south line of said Texas Electric Service tract and the north line of Lot 6, Block 3, Whitestone Ranch Phase 4, an addition to the City of Benbrook, Texas, recorded in Instrument Number D214229457, said County Records;

THENCE S 60°48'21"W, 138.38 feet, to the beginning of a non-tangent curve to the right, in said south line and the north line of Lot 2, Block A, Whitestone Golf Course Addition, an addition to said City of Benbrook, recorded in Cabinet A, Slide 5082, said County Records;

THENCE with said non-tangent curve to the right, an arc distance of 165.78 feet, through a central angle of 37°59'40", having a radius of 250.00 feet, the long chord which bears N 48°01'46"W, 162.76 feet;

THENCE N 29°11'39"W, 145.95 feet, to the aforementioned north line of said Texas Electric Service tract and the south line of the aforementioned SJ Rolling Hills Development remainder tract, from which a 1/2 inch iron rod found at the southwest corner of said remainder tract bears S 60°48'21"W, 562.15 feet;

THENCE N 60°48'21"E, 100.00 feet to the **Point of Beginning** and containing 32,075 square feet or 0.736 acres of land more or less.

"Integral Parts of this Document"

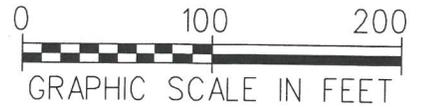
1. Description
2. Exhibit

Peloton Job No. HCH18004
Ft. Worth

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Basis of Bearing is the Texas Coordinate System
North Central Zone 4202, NAD 83

IRF = Iron Rod Found



"Integral Parts of this Document"
1. Description
2. Exhibit

SJ Rolling Hills
Development, L.P. (Remainder)
Inst.* D203176403
C.R.T.C.T.

Lot 1, Block 1
Rolling Hills Park Addition
Inst.* D211233055
C.R.T.C.T.

Point of
Beginning

Point of
Commencing

Texas Electric Service Company
Vol. 5428, Pg. 543
C.R.T.C.T.

0.736
Acres

E. TAYLOR SURVEY
ABSTRACT No. 1560

Prestwick Terrace
(50' ROW)

Whitestone Ranch Ph. 4
Inst.* D214229457
C.R.T.C.T.

Lot 2, Block A
Whitestone Golf Course Addition
Cab. A, Sld. 5082
C.R.T.C.T.

C1	45° 02' 33"	150.00'	117.92'	S51° 30' 23" E	114.91'
C2	37° 59' 40"	250.00'	165.78'	N48° 01' 46" W	162.76'



Todd A. Bridges
8-4-2020

Exhibit "A"

EXHIBIT OF A

Drainage Easement

SITUATED IN THE E. TAYLOR SURVEY, ABSTRACT NUMBER 1560,
CITY OF BENBROOK, TARRANT COUNTY, TEXAS.

PELOTON
LAND SOLUTIONS
9800 HILLWOOD PARKWAY, SUITE 250
FORT WORTH, TEXAS 76177 PH.# 817-562-3350

JOB # HWA18004	DRAWN BY: TBR	CHECKED BY: TAB	DATE: 03-19-2020	PAGE # 2 of 2
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CONSTRUCTION LIMITATIONS ON
Oncor ELECTRIC DELIVERY COMPANY RIGHT OF WAY
EXHIBIT "B"

1. You are notified, and should advise your employees, representatives, agents, and contractors, who enter the property that they will be working in the vicinity of high voltage electrical facilities and should take proper precautions, included but not limited to the following stipulations and in compliance, at all times, with Chapter 752, V.T.C.A., Health & Safety Code.
2. Blasting is not to be permitted on Oncor right-of-way or under Oncor lines.
3. Construction on electric transmission line easements acquired by Oncor after January 1, 2003 shall comply with the requirements of Public Utility Commission Substantive Rules §25.101, as amended from time to time.
4. No crossing less than 45 degrees to the centerline of the right-of-way.
5. Grading will be done in order to leave the right-of-way as near as possible to present condition. Spoil dirt will be removed from the right-of-way and no trash is to be left on right-of-way. Slopes shall be graded so that trucks can go down the right-of-way when required and such that the slopes can be mechanically maintained.
6. Equipment and materials will not be stored on the right-of-way during construction without written approval of the Supervisor of Regional Transmission.
7. Street or road crossings are to be based on drawings submitted. Any change in alignment or elevation will be resubmitted for approval.
8. No signs, lights or guard lights will be permitted on the right-of-way.
9. Power line safety equipment operations: hazard assessment and precautions inside the work zone area must be performed and in compliance with OSHA Standard §1926.1408 at all times. Equipment shall not be placed within fifteen (15) feet of the Oncor 138,000 volt or less power lines or within twenty (20) feet of the Oncor 345,000 volt power lines.

10. Any pre-approved fencing will not exceed eight (8) feet in height, and if metal in nature, will be grounded, at ten (10) feet intervals, with an appropriate driven ground. Gates should be at least sixteen (16) feet in width to allow Oncor access to the right-of-way.
11. No dumpsters will be allowed on Oncor right-of-way or fee owned property.
12. Draglines will not be used under the line or on Oncor right-of-way.
13. The existing grade shall not be disturbed, excavated or filled within 25 feet of the nearest edge of any Oncor transmission structure (tower, pole, guy wire, etc...).
14. Right-of-way will be protected from washing and erosion by Oncor approved method before any permits are granted. No discharging of water will be allowed within any portion of the right of way. Drainage facilitation will not be allowed to discharge into/onto Oncor right-of-way.
15. No obstruction shall be installed on the right-of-way that would interfere with access to Oncor structures or prevent mechanical maintenance.
16. Before any work is done under Oncor lines or by Oncor structures notify the Region Transmission Department, **817-496-2746**.
17. No hazardous materials will be stored on the right of way.
18. For purposes of this document, "Hazardous Materials" means and includes those substances, including, without limitation, asbestos-containing material containing more than one percent (1%) asbestos by weight, or the group of organic compounds known as polychlorinated biphenyls, flammable explosives, radioactive materials, chemicals known to cause cancer or reproductive toxicity and includes any items included in the definition of hazardous or toxic waste, materials or substances under any Hazardous Material Law. "Hazardous Material Laws" collectively means and includes any present and future local, state and federal law relating to the environment and environmental conditions including, without limitation, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. §6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980, ("CERCLA"), 42 U.S.C. §§9601-9657, as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Hazardous Material Transportation Act, 49 U.S.C. §6901 et seq., the Federal

Water Pollution Control Act, 33 U.S.C. §1251, et seq., the Clean Air Act, 42 U.S.C. §741 et seq., the Clean Water Act, 33 U.S.C. §7401 et seq., the Toxic Substances Control Act, 15 U.S.C. §§2601-2629, the Safe Drinking Water Act, 42 U.S.C. §§300f-330j, and all the regulations, orders, and decrees now or hereafter promulgated thereunder.

19. Brush and cut timber is not to be piled or stacked on Oncor right-of-way nor is it allowed to be burned upon or in close proximity to the conductors or towers.
20. No structures or obstructions, such as buildings, garages, barns, sheds, swimming pools, playground equipment, guard houses, etc., will be permitted on the right-of-way.
21. Landscaping on Oncor right-of-way is permitted when Oncor approves landscaping plans in writing. No lighting or sprinkler systems are allowed on the right-of-way.
22. No park or park designation will be permitted on the right-of-way.
23. Gas Pipeline Protective Barrier; Grantee, at Grantee's sole expense, shall provide one of the following protective barriers; **1)** a concrete protective barrier between the surface and the pipe that is a minimum of one (1) foot thick by one (1) foot wide, if pipe is wider than one (1) foot, then width of pipe, with the top of the concrete barrier to be at least one (1) foot below the surface or final grade, **2)** construct the gas pipeline inside of a proper protective steel casing, **3)** where electric facilities are located above ground, install the pipeline a minimum of ten (10) feet below the ground surface, or **4)** where electric facilities are located below ground, install the pipeline at a depth that provides for a minimum of a ten (10) foot clearance between the pipeline and the underground electric facilities.
24. No fire hydrants or manholes will be permitted within the right-of-way.
25. Any drainage feature that allows water to pond, causes erosion, directs stormwater toward the right-of-way or limits access to or around Oncor's facilities is prohibited. Drainage facilitation will not be allowed to discharge into/onto Oncor right-of-way.
26. No boring pits or other type of pits will be permitted within the right-of-way.