

PT #: 2026-5934-01
District: Benbrook
WO #: 31807706
E#: _____

EASEMENT AND RIGHT OF WAY

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

That **City of Burleson, Texas**, a Texas home rule municipal corporation, 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 **Oncor Electric Delivery Company LLC, a Delaware limited liability company**, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202-1234, 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 overhead and/or underground electric supply and communications facilities, consisting of a variable number of wires and cables, supporting structures, surface mounted equipment, conduits and all necessary or desirable appurtenances over, under, through, across and upon Grantor's land described as follows:

SEE EXHIBIT "A" (ATTACHED)

Grantor recognizes that the general course of said lines, or the metes and bounds as described above, 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, repair, remove, replace, reconstruct, abandon in place, and to change the size and capacity of said facilities; the right to relocate said facilities in the same relative direction of said facilities; the right to relocate said facilities in the same relative position to any adjacent road if and as such 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 facilities; the right to prevent excavation within the easement area; the right to prevent construction of, within the easement area, 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 facilities and their appurtenances and the right to trim or remove trees or shrubbery within, but not limited to, said easement area, including by use of herbicides or other similar chemicals approved by the U.S. Environmental Protection Agency, to the extent in the sole judgment of Grantee, as may be necessary to prevent possible interference with the operation of said facilities or to remove possible hazard thereto. Grantor shall not make changes in grade, elevation or contour of the land or impound water 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 judgment of Grantee, interfere with the exercise by Grantee of the rights hereby granted.

Following the conclusion of any construction, maintenance, or repair, Grantee shall remove all construction debris and other materials caused by Grantee from such property and restore such property to a condition that is at least as good as the condition in which such property existed immediately prior to the commencement of Grantee's construction, maintenance, or repair thereon or in proximity thereto as is reasonably practicable.

Grantee agrees to and shall defend, protect, indemnify and hold harmless Grantor from and against all claims, losses, expenses, damages, demands, judgments, causes of action, suits, and liability in tort, contract, or any other basis and of every kind and character whatsoever, for personal injury, death, or property damage ("Claims"), which arise out of Grantee's use of the easement when such Claims result from Grantee's negligence or willful misconduct. Grantor and Grantee each agree that if any claim or liability shall arise from the joint or concurring negligence of both parties hereto, it shall be borne by them in proportion to their negligence. It is understood that it is not the intention of the parties hereto to create liability for the benefit of third parties but that this agreement shall be solely for the benefit of the parties hereto.

As between Grantor and Grantee, Grantor shall not be responsible for Grantee's compliance or non-compliance with any applicable laws, rules or regulations related to construction, operation or maintenance of Grantee's facilities.

TO HAVE AND TO HOLD the above described easement and right-of-way unto the said Grantee, its successors and assigns, until all of said electric lines and facilities 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 legal representatives, and Grantor hereby binds Grantor and Grantor's heirs, successors, assigns, and legal representatives, to warrant and forever defend the above described easement and right-of-way unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

[Remainder of Page Left Intentionally Blank – Signature Page to Follow]

EXECUTED this _____ day of _____, 2026.

Grantor: City of Burleson, Texas, a Texas home rule
municipal corporation

By: _____

Printed Name: _____

Title: _____

Acknowledgement

STATE OF _____ §

§

COUNTY OF _____ §

BEFORE ME, the undersigned authority, 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/she executed the same as the act and deed of **City of Burleson, Texas**, a Texas home rule municipal corporation, as the _____ thereof, for the purposes and consideration therein expressed, in the capacity therein stated and that he/she is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A.D. 2026.

Notary Public in and for the State of _____

SUBORDINATION TO EASEMENT AND RIGHT OF WAY

Grantor has granted onto itself (as Grantor and Grantee) that certain Permanent Grading Easement dated _____, 2026, and recorded in the Official Public Records of Johnson County, Texas, under Instrument Number _____ (the "Grading Easement"), and Grantor hereby subordinates any and all rights which Grantor may now have or hereafter acquire under the Grading Easement in the property burdened by the Easement and Right-of-Way to the rights, title and interests of Grantee established pursuant to the Easement and Right-of-Way.

Signed this day of , 2026.

City of Burleson, Texas, a Texas home rule
municipal corporation

By: _____
Print Name: _____
Title: _____

Acknowledgement

STATE OF _____ §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, 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/she executed the same as the act and deed of **City of Burleson, Texas**, a Texas home rule municipal corporation, as the _____ thereof, for the purposes and consideration therein expressed, in the capacity therein stated and that he/she is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A.D. 2026.

Notary Public in and for the State of

“EXHIBIT A”

Lying and situated in the H.G. Catlett Survey, Abstract No. 186, Johnson County, Texas and being a part of that certain tract of land called 3.555 acres in a deed to the City of Burleson by a deed recorded in Instrument No. 2022-25699, Official Public Records of Johnson County, Texas (O.P.R.J.C.T.) and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with a “Gorrondona” cap found for the north corner of the above described 3.555 acre tract and being the west corner of a tract of land called 0.612 acres in a deed to the City of Burleson recorded in Instrument No. 2015-3966, (O.P.R.J.C.T.) from which a 5/8-inch iron rod with a “Gorrondona” cap bears S 45° 14' 10" E, along the common line of said tracts, a distance of 177.69 feet;

THENCE S 45° 14' 10" E, along said common line, a distance of 18.18 feet to the proposed westerly right of way line of Alsbury Road;

THENCE S 29° 26' 24" W, along said westerly line, a distance of 6.16 feet;

THENCE S 44° 45' 50" W, departing said proposed right of way line, a distance of 14.06 feet;

THENCE N 45° 14' 10" W, a distance of 20.00 feet to the northwest line of the herein above described 3.555 acre tract;

THENCE N 45° 18' 53" E, along said northwest line, a distance of 20.00 feet to the POINT OF BEGINNING and containing 393.24 square feet of land, more or less.

BEARING BASIS:
THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH CENTRAL
ZONE 4202, GRID.
CM = CONTROLLING MONUMENT

CADET VENTURES, LLC
2019-12892
O.P.R.J.C.T.

S. W. HULEN STREET

SCALE: 1" = 50'

5/8" IRON ROD
W/BUE "GORRONDONA"
CAP FOUND (CM)

POINT OF
BEGINNING

CALLED 0.612 ACRES
CITY OF BURLESON
INST. NO. 2015-3966
O.P.R.J.C.T.

S 45°18'53" W 826.36'
TO 3/8" IRON ROD FOUND

S 45°14'10" E 177.69'

PROPOSED ALSBURY ROAD

CALLLED 3.555 ACRES
CITY OF BURLESON
INST. NO. 2022-25699
O.P.R.J.C.T.

5/8" IRON ROD
W/BUE "GORRONDONA"
CAP FOUND (CM)

H. G. CATLETT SURVEY
ABSTRACT NO. 186

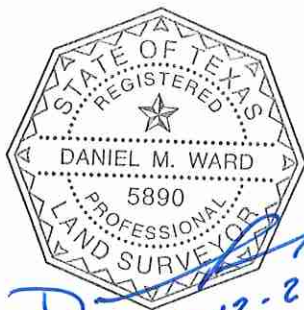


EXHIBIT "A"
ONCOR ELECTRIC DELIVERY CO.
EASEMENT
IN THE CITY OF BURLESON
JOHNSON COUNTY, TEXAS

CORNERSTONE SURVEYING, INC

200 WEST MARSHALL

P.O BOX 699, PALMER, TEXAS 75152

TEL. (972) 845-2505 ~ FAX. (972) 845-2455

FIRM NO. 100215-00

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LINE	BEARING	DISTANCE
T1	S 45°14'10" E	18.18'
T2	S 29°26'24" W	6.16'
T3	S 44°45'50" W	14.06'
T4	N 45°14'10" W	20.00'
T5	N 45°18'53" E	20.00'