

THE CITY OF
BURLESON
TEXAS

Release from Extraterritorial Jurisdiction (ETJ) Petition

APPLICANT / OWNER

Applicant or Authorized Agent	Owner
Name: <u>BRUCE BASTEN</u>	Name:
Company: <u>RENERO STREET HOLDING LTD.</u>	Company: <u>SAME AS AGENT</u>
Address: <u>445 E. RENERO ST.</u> <u>BURLESON, TX 76028</u>	Address:
Telephone: <u>817 991-5009</u>	Telephone:
Email: <u>BRUCE@BASTENSTEEL.COM</u>	Email:
Signature: <u><i>Bruce Basten</i></u>	Signature:

SITE INFORMATION

Number of properties within the area to be released:	<u>2</u>
General location or address of area to be released:	<u>1700 TARVER RD.</u>
Total Acres to be released: <u>27</u>	
County of Request <u>JOHNSON</u>	

REQUIRED ITEMS FOR PETITION (Applicant must initial next to each item)

<u>BB</u>	Completed Application
<u>BB</u>	Exact Property description in the form of: 1) Metes and Bounds, or 2) Identification of the property (Lot and Block) on a Recorded Plat
<u>BB</u>	Signed "Release from ETJ Petition" (see next page)
<u>BB</u>	50% of all owners within the area to be released must provide a NOTARIZED signature
<u>BB</u>	If property is owned by an entity, estate, trust, etc. – provide proof of authority to sign on behalf of the entity, estate, trust, etc.
<u>BB</u>	If current ownership differs from data available on the Appraisal District website provide deed(s) as proof of ownership
	Owner of the property acknowledges that with the submittal of this petition, that they may no longer assume they will have the ability to receive City of Burleson utility or emergency services for the property being removed for the extraterritorial jurisdiction (ETJ) of the City of Burleson. This petition may also trigger CCN discountenance efforts by the City of Burleson. Owners signature required: <u><i>Bruce Basten</i></u>

Received by
City Secretary's Office

MAR 25 2025



Abby Lindsey

CITY OF BURLESON RELEASE FROM ETJ PETITION

By signing this petition, I hereby request to be removed from the City of Burleson Extraterritorial Jurisdiction (ETJ). I hereby affirm that I am the legal owner of the property identified below (attach additional pages as required).

Tax ID # and Physical Address	Property Owners Signature	Notary
Property ID R.000123669 Geo ID 126,0468.00396 1700 TAEVER ROAD		State of _____ County of _____ The instrument was signed or acknowledged before me on _____ By _____ Print name of signer(s) _____ _____ Notary Signature
		State of _____ County of _____ The instrument was signed or acknowledged before me on _____ By _____ Print name of signer(s) _____ _____ Notary Signature

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

SPECIAL WARRANTY DEED

Effective Date: March 25, 2025

Grantor: **Barnett Gathering LLC**, a Texas limited liability company

Grantor's Mailing Address:

N2.5B
22777 Springwoods Village Parkway
Spring, TX 77389

Grantee: **Renfro Street Holdings Ltd.**, a Texas limited partnership

Grantee's Mailing Address:

645 E. Renfro
Burleson, TX 76028

Consideration: \$10.00 cash and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property: The surface estate of all that certain tract or parcel of land totaling approximately 55.997 acres, more or less, located in the city of Burleson, county of Johnson, state of Texas, being more particularly described on **Appendix "1"** attached hereto and incorporated herein, together with all improvements, structures, and fixtures, if any, located in, on, or under the Property, and with all of Grantor's rights, titles, licenses, privileges, hereditaments, and appurtenances, if any, inuring to the benefit of the land including, without limitation, all right, title, and interest of Grantor in and to adjacent streets, alleys, or rights-of-way, strips and gores, as well as all easements, if any, benefiting and/or burdening the land, subject to the Reservations from and Exceptions to Conveyance and Warranty herein (collectively, the "Property").

Reservations from and Exceptions to Conveyance and Warranty:

1. **Disclosure and Acknowledgment of Prior Use and Certain Site Conditions.** Grantee specifically acknowledges and understands that Grantor has informed Grantee of the following: (i) all or a portion of the Property has been used,

without limitation, for the exploration, development, production, storage, transfer, and distribution of oil and gas, including crude oil, natural gas and/or derivative products containing hydrocarbons; (ii) the soil and sub-soil of the Property and the soil, air, land, drainage ditches, groundwater and water on, under, near or adjacent thereto, and pipes, drainage ditches, water courses and water tables at, on, under or in the vicinity of the Property may contain or have been contaminated or impacted by petroleum, petroleum-based products and other chemicals or other contamination; (iii) the Property may, in various locations contain, without limitation, active or abandoned pipelines, (iv) all or a portion of the Property may contain wetlands, as well as threatened or endangered species or their habitats, and (v) Texas law may require an oil and gas well operator to re-enter a plugged and abandoned well and should the governmental authority with jurisdiction over such wells require any well re-entry, the operator of record would require access and sufficient space to bring in equipment to conduct re-entry activities. Such activities may require the removal of structures and pavement around the well.

2. **Permitted Encumbrances.** Any and all (i) valid and subsisting easements, rights-of-way, conditions, covenants, restrictions, reservations, exceptions, and other encumbrances of record; (ii) all building and land use ordinances, laws, regulations, and restrictions by municipal or other governmental authority applicable to the Property; and (iii) any other rights in or encumbrances on the Property which are evident by a physical inspection of the Property.

3. **Taxes.** Taxes and assessments for the current year are prorated as of the Effective Date above, and Grantee assumes the payment of all taxes and assessments after the Effective Date, including, but not limited to, all subsequent assessments for prior years due to a change in ownership, zoning, or land usage.

4. **Survey.** Any and all matters shown on that plat of survey dated December 23, 2024, completed by John G. Margotta, RLS #5956, of Baird, Hampton & Brown.

Any and all matters shown on that plat of survey dated December 6, 2024, completed by John G. Margotta, RLS #5956, of Baird, Hampton & Brown.

5. **Activity and Use Restrictions; Use of Groundwater.** The following Activity and Use Restrictions (defined below) are established and shall permanently apply to the Property.

A. **Use of Groundwater.** Before using groundwater in or under the surface of the Property for potable use (defined as for human consumption), Grantee or subsequent owner will comply with each of the following:

- i. any water well drilled on the Property is drilled by a licensed water well driller pursuant to 16 TAC 76 et. seq. and all other applicable federal, state, and local laws and regulations;
- ii. any potable use of the groundwater in or under the surface of the Property complies with applicable standards and requirements under federal, state, and local laws and regulations;

- iii. a professional engineer certifies that the groundwater and any treatment to be used for potable purposes meets all drinking water standards under federal, state and local laws and regulations; and
- iv. it is recommended that prior to use and on a reasonable interval thereafter, the water well be sampled and confirmed to meet drinking water standards via analysis at a state-certified laboratory.

The restrictions, prohibitions, and limitations contained in this Subsection 5.A are referred to as the **"Activity and Use Restrictions."**

B. Activity and Use Restrictions Run with the Land. The Activity and Use Restrictions shall run with the land, are binding on Grantor and Grantee and all their successors and assigns, as well as all future occupants and owners of the Property, and shall be recognized in, and survive, all subsequent sales, transfers, leases, assignments, or other conveyances, in whole or part, of the Property. The Activity and Use Restrictions shall be included in all deeds or other instruments associated with any subsequent sale, transfer, lease, assignment, or other conveyance, in whole or in part, of the Property, and the failure to include the Activity and Use Restrictions in any future deeds or instruments shall in no way limit or impair the validity of the Activity and Use Restrictions. The Activity and Use Restrictions will remain effective and in force permanently unless and until waived in writing by Grantor, in its sole discretion.

6. **Oil, Gas, and Other Mineral Reservation; Waiver of Surface Use; Reservation of Subsurface Drilling Rights.** Grantor excepts herefrom and reserves unto itself, its affiliates, their successors and assigns, and predecessors in title in accordance with its or their respective interests of record, all oil, gas, and other minerals of every character in, on, or under the Property, but Grantor on behalf of itself, its successors and assigns, and its predecessors in title, to the extent Grantor has the right to bind such predecessors, and in exercise of its executive leasing rights does hereby forever release and relinquish its right to enter upon and use the surface of said Property for exploring and drilling for and producing and mining such oil, gas, and other minerals; provided that Grantor shall have and hereby reserves on its behalf and its affiliates, successors and assigns the right to drill under and through the subsurface of the Property below the depth of one hundred feet (100') from the surface thereof by a well or wells located on the surface of land outside the boundaries of the Property conveyed hereby, and the right to pool and combine such Property, in whole or in part, with other land for the purpose of exploring and drilling for and producing and mining such minerals by virtue of operations conducted on such other lands, but not the Property conveyed hereby

7. **"AS-IS" Conveyance; No Warranties.** As a material part of the Consideration for this Special Warranty Deed, Grantor and Grantee acknowledge and agree that Grantee is taking the Property **"AS-IS, WHERE-IS, AND WITH ALL FAULTS,"** with any and all latent and patent defects, and that there is **NO WARRANTY OR REPRESENTATION BY GRANTOR (OTHER THAN THE WARRANTY OF TITLE), AND GRANTOR HEREBY EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE,**

SUITABILITY, HABITABILITY, NON-INFRINGEMENT, AND FINANCIAL VALUE. **FURTHER, GRANTEE WAIVES ANY AND ALL CLAIMS (AS DEFINED IN SECTION 9 BELOW) ARISING FROM OR RELATED TO THE AS-IS CONDITION OF THE PROPERTY.** Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, agreement, inducement, or other assertion with respect to the condition of the Property (to include, without limitation, the environmental or physical condition), but is relying solely on Grantee's examination of the Property. Further, Grantee acknowledges and stipulates that it has had access to the Property to conduct its own investigation and assessment, and is well aware of the condition of the Property.

8. **Release, Covenant Not to Sue, and Indemnity.** Grantee, for itself and its successors and assigns (i) agrees and **covenants not to sue** Grantor Related Parties (as defined in Section 10) for any and all Claims (as defined in Section 10), and (ii) agrees to **acquit, release, and forever discharge and to indemnify, defend, and hold harmless** Grantor Related Parties from any and all Claims, in both cases (i) and (ii), that arise out of or relate to, in any way, the condition, ownership, use, maintenance, or operation of the Property at any time, whether before, on, or after the Effective Date, no matter how or when caused, whether known or unknown, that are asserted or made by any person or entity, whether public or private, under any Law (as defined in Section 10). Any and all Claims not herein released or discharged by Grantee are hereby **irrevocably and without recourse assigned and transferred in full** to Grantor.

9. **Assumption of Responsibility.** Grantee, for itself and its successors and assigns, assumes, undertakes, and accepts any and all responsibilities, obligations, risks, and liabilities, if any, for (i) the environmental and/or physical condition of the Property whether existing, created, or set in place before, on, or after the Effective Date, whether known or unknown, no matter how or when caused, whether based on past, present, or future conditions, operations, activities, or events arising under or related to any Law; and (ii) the assessment, characterization, remediation, removal, transportation, disposal, treatment, or other disposition of any and all pollutants, contaminants, wastes, materials, and substances in, on, or under the Property or which are related to or arising from the Property at any time, whether before, on, or after the Effective Date, whether hazardous or not, that is or may be required under any Law; and (iii) without in any way limiting the breadth or scope of the foregoing sub-clauses (i) and (ii), those prior uses and site conditions identified in Section 1 above.

10. **Definitions.** As used herein, the following terms have the meanings described below:

"Grantor Related Parties" means, collectively, Grantor, and each of its respective parents, affiliates, subsidiaries, employees, officers, directors, and agents, and all their respective representatives, successors, and assigns.

"Claims" means any and all losses, damages, claims, demands, liabilities, suits, causes of action, cross-claims, or counterclaims; any and all rights of contribution, subrogation, indemnity, or reimbursement; any and all liens, payments, penalties or fines (civil or criminal), or taxes; and any and all expenses, costs, or fees, to

include without limitation and by way of example only, attorneys' and expert witness fees and court costs, civil or criminal penalties or fines, taxes, and any other charges of any kind or nature whatsoever.

"Law" means any statute, law, rule, regulation, or ordinance, whether federal, state, or local, whether at law or equity, whether by statute, common law, administrative, or regulatory proceeding or otherwise, whether based on the negligence, gross negligence, strict liability, willful misconduct, or other conduct of any party hereto or otherwise, to include without limitation and by way of example only, the Comprehensive Environmental Response, Compensation, and Liability Act, the Resource Conservation and Recovery Act, the Clean Air Act, the Safe Drinking Water Act, and the Clean Water Act, or similar or counterpart state statutes.

11. The release and indemnity and assumption of responsibility obligations, as set forth in Sections 8 and 9 above are hereinafter referred collectively as "Grantee Obligations."

Grantor, for the Consideration and subject to the Reservations from and Exceptions to Conveyance and Warranty, and subject to and conditioned upon Grantee's acceptance and agreement to undertake the Grantee Obligations as set forth above, grants, bargains, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and its successors and assigns forever. Grantor binds Grantor and its successors and assigns to warrant and forever defend title to the Property unto Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, subject to (i) the Reservations from and Exceptions to Conveyance and Warranty, and (ii) Grantee Obligations, when the claim is by, through, or under Grantor but not otherwise.

The parties acknowledge and agree that (i) the recitals set forth above are incorporated herein for all purposes, (ii) the captions beside the numbered paragraphs of this instrument are for convenience only and will not limit, enlarge, modify, or otherwise affect this Special Warranty Deed, and (iii) when the context requires, singular nouns and pronouns include the plural.

Grantee and Grantor acknowledge and agree that the reservations, covenants, restrictions, and obligations contained in the Reservations from and Exceptions to Conveyance and Warranty, the Use Restrictions, and Grantee Obligations, as set forth in this Special Warranty Deed (i) are reasonable in their purpose, (ii) touch and concern the Property, (iii) are covenants running with the land making up the Property, and (iv) shall be binding on Grantee, and its successors-in-interest, successors-in-title, and assigns, forever.

For purposes of this Special Warranty Deed, the Effective Date hereof will be the date and time this Deed has been executed by both parties ("Effective Date").

[Special Warranty Deed signature page 1 of 2]

GRANTOR:

BARNETT GATHERING, LLC
a Texas limited liability company

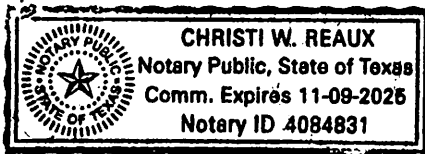
By: Nadiya O. Nichols
Nadiya O. Nichols, Agent and Attorney-in-Fact

STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

This instrument was acknowledged before me on March 21, 2025, by Nadiya O. Nichols, as Agent and Attorney-in-Fact of Barnett Gathering, LLC, a Texas limited liability company on behalf of said limited liability company.



Christi W. Reaux
Notary Public, State of Texas
My commission expires: 11/9/25

[Signature pages continue.]

[Special Warranty Deed signature page 2 of 2]

Grantee joins in the execution hereof to evidence that it acknowledges and agrees to be bound by the Grantee Obligations set forth herein, all of which will be binding upon Grantee, its successors or assigns.

GRANTEE:

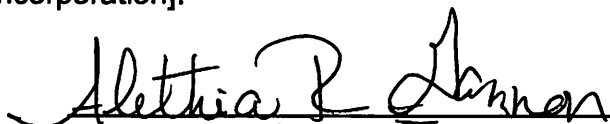
RENFRO STREET HOLDINGS, LTD.
a Texas limited partnership

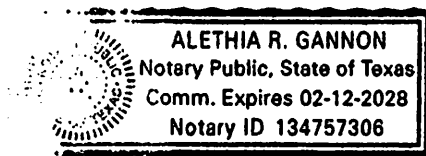
By: 
Name: _____
Title: _____
**Bruce Basden, President
Basden Management, LLC
General Partner of
Renfro Street Holdings, Ltd**

STATE OF Texas
COUNTY OF Tarrant

§
§
§

This instrument was acknowledged before me on March 21st, 2025, by Bruce Basden [name], as President [title] of Basden Management LLC [company name], a General Partner Tx [state and type of incorporation], on behalf of said Renfro Street Holdings [type of incorporation].


Notary Public, State of Texas
My commission expires: 02-12-2028



APPENDIX "1"

To Special Warranty Deed, from
BARNETT GATHERING, LLC, as Grantor, to
RENFRO STREET HOLDINGS, LTD., as Grantee

PROPERTY DESCRIPTION

BEING a tract of land situated in the Thomas Jones Survey, Abstract Number 468, Johnson County, Texas, same being a portion tract of land as described by deed to Barnett Gathering, LP as recorded in Volume 4262, Page 610, Deed Records, Johnson County, Texas (D.R.J.C.T.), and being more particularly described by metes and bounds as follows: (Reference bearing basis being U.S. State Plane Grid - Texas North Central Zone (4202) NAD83 as established using the Allterra RTKNet Cooperative Network. Reference frame is NAD83(2011) Epoch 2010.0000. Distances shown are U.S. Survey feet displayed in surface values).

BEGINNING found 5/8-inch capped iron rod marked "BHB INC" (CIRF) for the northwest corner of the herein described tract, same being in the west right-of-way line of Tarver Road (County Road 805, a variable width public right-of-way) having a US State Plane Coordinate - Texas North Central Zone (4202) NAD83 (Grid) of Northing 6,869,763.97 feet, Easting 2,335,378.74 feet, from which the northeast corner of the said Barnett Gathering tract bears North 00°36'34" West, a distance of 592.62 feet;

THENCE South 00°36'34" East with the common line between said Barnett Gathering tract and the said Tarver Road, a distance of 622.63 feet to a point, from which a found PK Nail with washer bears South 04°07'43" East, a distance of 0.83 feet;

THENCE departing the said common line and over and across the said Barnett Gathering tract the following courses and distances:

North 89°53'09" West, a distance of 733.24 feet to a CIRF;

North 00°21'19" West, a distance of 616.61 feet to a CIRF having a US State Plane Coordinate - Texas North Central Zone (4202) NAD83 (Grid) of Northing 6,869,759.45 feet, Easting 2,334,648.38 feet;

North 89°38'41" East, distance of 730.45 feet to the **POINT OF BEGINNING** and containing 453,451 Square Feet or 10.410 acres of land more or less.

And

BEING a tract of land situated in the Thomas Jones Survey, Abstract Number 468, Johnson County, Texas, same being a portion tract of land as described by deed to

Barnett Gathering, LP, Volume 4262, Page 610, Deed Records, Johnson County, Texas (D.R.J.C.T.) and being more particularly described by metes and bounds as follows: (Reference bearing basis being U.S. State Plane Grid - Texas North Central Zone (4202) NAD83 as established using the Allterra RTKNet Cooperative Network. Reference frame is NAD83(2011) Epoch 2010.0000. Distances shown are U.S. Survey feet displayed in surface values).

BEGINNING at a found PK Nail in asphalt for the southeast corner of said Barnett Gathering tract same being in the approximate center of the intersection of Tarver Road, (County Road 805, a variable width public right-of-way), and Ward Lane, (County Road 713, a 60-foot public right-of-way), from which a found 1/2-inch capped iron rod marked "GSI SURVEYING" for the northeast corner of Briarwood Country Estates, an addition in Johnson County, Texas as shown on plat recorded in Volume 1, page 387, Plat Records, Johnson County, Texas (P.R.J.C.T.) bears South 37°06'15" West, a distance of 34.03 feet;

THENCE South 89°38'41" West, with the approximate centerline of said Ward Lane, a distance of 1986.86 feet to a found PK Nail, same being in the east right-of-way line of a Union Pacific Railroad Company (U.P.R.R.) tract (No Recording Information Found);

THENCE North 05°49'19" West with the common line between the said Barnett Gathering tract and the said east right-of-way line, a distance of 989.52 feet to a found 5/8-inch capped iron rod marked "BHB INC" (CIRF), from which a found 3/8-inch iron rod for the northwest corner of the said Barnett Gathering tract bears North 05°49'19" West, a distance of 1174.28 feet;

THENCE South 89°53'09" East, departing the said east right-of-way line and over and across the said Barnett Gathering tract, a distance of 2081.19 feet to a found PK Nail, same being in the approximate centerline of the aforementioned Tarver Road;

THENCE South 00°21'19" East with the common line between the said Barnett Gathering tract and said Tarver Road, a distance of 967.96 feet to the **POINT OF BEGINNING** and containing 1,985,768 Square Feet or 45.587 acres of land more or less.

TAX PARCEL ID No. 126-0468-00396

Commonly known as 1700 Tarver Rd. Burleson, TX 76028