

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

UTILITY EASEMENT AND RIGHT-OF-WAY

THE STATE OF TEXAS

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF ELLIS

That the CITY OF GRAND PRAIRIE, TEXAS a Texas home rule municipality, whose address is 300 West Main Street, Grand Prairie, Texas 75050, in the County of Dallas, State of Texas, hereinafter called "Grantor" (whether one or more), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, transfer, assign and convey unto UNITED ELECTRIC COOPERATIVE SERVICES, INC., a Texas corporation having its principal office at 2601 S. Burleson Blvd., Burleson, Texas, 76028, and to its successors and/or assigns, hereinafter called "United," a perpetual continuous easement and right-of-way (the "Easement") for the purpose of placing, constructing, installing, inspecting, improving, operating, reconstructing, repairing, maintaining, replacing, relocating, changing the configuration of, modifying in size, number, operating capacity or otherwise and removing utilities and utility services (including but not limited to electric distribution and data communications) and any and all related equipment, devices, appliances, and other property (including but not limited to poles, transmission, distribution, and other facilities and equipment, variable numbers of wires, lines, cables, surface mounted equipment, meters, conduits, manholes, vaults, transformers, switches, and sectionalizing devices) as they now exist or shall be hereinafter installed, including all appurtenances, attachments, and related acts deemed by United to be necessary and/or desirable for its operation, over, under, across and upon Grantor's land, said land being situated in the Joseph Lawrence Survey, Abstract No. 616, Ellis County, Texas, and being approximately 2,702 square feet/0.062 acres of land and part of that certain called 1.000 acre tract of land described in a deed to the City of Grand Prairie, Texas, recorded in Instrument Number 2246210, of the Deed of Records of Ellis County, Texas, that certain tract or parcel of land being described in EXHIBIT A, attached hereto and made a part hereof for all purposes.

When the said equipment, devices, appliances and other property is/are installed as designated by United, the Easement herein granted shall be limited to a strip of land as described in Exhibit A. Notwithstanding any other provision to the contrary, in addition to the strip of land as specified in this paragraph, United shall have the right as part of the Easement to use at any time as much of the surface of the land of Grantor immediately adjacent to such strip as may be reasonably necessary for United to enjoy the benefits of the Easement and/or to exercise its rights with respect to the Easement.

United (and its designees) is hereby granted as part of the Easement, (a) the right of pedestrian and vehicular ingress and egress over, across and upon said Easement for the purpose of placing, constructing, installing, inspecting, improving, operating, reconstructing, repairing, maintaining, replacing, changing the configuration of, modifying in size, number, operating capacity or otherwise and removing the said utility(ies) and/or utility service(s) and

related equipment, devices, appliances, and other property, as well as reading any meter and performing any act related to the utility(ies) and/or the utility service(s); (b) the right (but not the obligation) to trim, remove, or chemically treat with herbicide any trees and other foliage located thereon which might, in the judgment of United, damage or interfere with the operation of any permitted utility(ies), utility service(s) or related equipment, device, appliance and/or other property or otherwise be preferable; and (c) the right (but not the obligation) to prevent the construction or placement within the Easement herein granted of any buildings, materials, structures or other obstructions which may, in the sole judgment of United, endanger or interfere with United's use of this Easement or the efficiency, safety or convenient operation of said utility(ies), utility service(s), or related equipment, devices, appliances and other property now or at any time in the future. If such buildings, materials, structures, or other obstructions are constructed or otherwise placed within the Easement by Grantor or any other party, without the prior written consent of United, then United shall have the right to remove same from such space and the Grantor agrees to pay United the reasonable cost of such removal. Grantor shall not make changes in grade, elevation or contour of the land within the Easement without prior written consent of United. This agreement, easement and right-of-way, together with all other provisions of this grant, shall constitute a covenant burdening the land and is an easement in gross for the benefit of United, its successors and assigns.

The Grantor expressly reserves for Grantor, and Grantor's successors and assigns, all rights to use the land with respect to which this Easement is herein granted for purposes which do not, in the reasonable judgment of United, interfere with the exercise by United of the rights hereby granted. The rights hereby granted to United may be assigned (and/or licensed) by United in whole or in part. The Grantor agrees that all equipment, devices, appliances and other property, installed over, under, across, and upon the above-described lands, shall remain the property of the installing party, removable at the option of United. Grantor further covenants that Grantor, Grantor's heirs, successors and assigns shall facilitate and assist United in exercising its rights herein described. Grantor further covenants that Grantor, Grantor's heirs, successors and assigns shall not, individually, or in combination with others, interfere directly or indirectly with United's use of this Easement now or at any time in the future, or with the efficiency, safety, or convenient operation of the utility(ies), utility service(s), related equipment, devices, appliances, and/or other property.

This Utility Easement and Right-Of-Way contains all covenants and terms between Grantor and United related to the Easement. Any oral representations or modifications concerning this Utility Easement and Right-Of-Way shall be of no force and effect. Any subsequent amendment or modification to this Utility Easement and Right-Of-Way must be in writing and agreed to by the Grantor and United. No waiver by United of any default or breach of any covenant, condition, or stipulation herein contained, or delay by United in the utilization of any right herein granted, shall be treated as a waiver of any subsequent default or breach of the same or any other covenant condition or stipulation, or as a waiver of any right of United or of the ability of United to utilize any such right at a future date.

Grantor shall not be liable for any property damage and/or bodily injury caused by Grantee, its employees, contractors, invitees or other persons entering upon and utilizing the

easement property that are acting by, through or under the direction of Grantee.

TO HAVE AND TO HOLD the Easement unto said United, its successors and assigns, forever, and Grantor hereby binds Grantor, and Grantor's successors, assigns, and heirs to warrant and forever defend said Easement unto United, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through and under Grantor, but not otherwise.

[Signature Page Follows]

EXECUTED the _____ day of _____, 2025.

GRANTOR:

City of Grand Prairie, Texas

By: _____
Name: William A. Hills
Title: City Manager

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on the ____ day of _____ 2025, by William A. Hills, City Manager for the City of Grand Prairie, Texas, and acknowledged to me that he executed said instrument for the purpose and considerations therein expressed, and as the act of said municipality.

Notary Public in and for the State of Texas

EXHIBIT A

Page 1 of 3

**10' WIDE
UNITED COOPERATIVE
ELECTRIC EASEMENT**

2,702 Sq. Ft./0.062 Acres

Joseph Lawrence Survey, Abstract No. 616

City of Grand Prairie, Ellis County, Texas

BEING a 2,702 square foot strip of land situated in the City of Grand Prairie, in the Joseph Lawrence Survey, Abstract No. 616 of Ellis County, Texas and being part of that certain called 1.000 acre tract of land described in a deed to the City of Grand Prairie, Texas, recorded in Instrument No. 2246210, Deed Records, Ellis County, Texas (D.R.E.C.T.) and said strip of land being more particularly described by metes & bounds as follows:

COMMENCING at a mag nail found near the center of Davis Road (a variable width prescriptive right-of-way) for the most westerly corner of the above described 1.000 acre tract and same being a southwest corner of a called 76.960 acre tract of land described in a deed to Davis RD Development LLC, recorded in Instrument No. 2011127, D.R.E.C.T. and said commencing point being on the westerly line of a proposed 6,710 square foot strip of land for future right-of-way dedication;

THENCE: North 75 deg. 00 min. 57 sec. East, departing from said Davis Road, along the common line of said 1.000 acre tract and said Davis RD Development tract, a distance of 32.59 feet to a point on the easterly line of said proposed right-of-way dedication;

THENCE: South 29 deg. 45 min. 33 sec. East, departing from said common line, over & across said 1.000 acre tract and along the easterly line of said right-of-way dedication, a distance of 2.07 feet to the **POINT OF BEGINNING**;

THENCE: Departing from the east line of said right-of-way dedication, continuing across said 1.000 acre tract as follows:

North 75 deg. 00 min. 57 sec. East, a distance of 191.49 feet to a point for corner;
 South 30 deg. 55 min. 26 sec. East, a distance of 65.48 feet to a point for corner;
 North 36 deg. 30 min. 48 sec. East, a distance of 6.06 feet to a point for corner;
 South 53 deg. 29 min. 12 sec. East, a distance of 10.00 feet to a point for corner;
 South 36 deg. 30 min. 48 sec. West, a distance of 20.00 feet to a point for corner;
 North 53 deg. 29 min. 12 sec. West, a distance of 10.00 feet to a point for corner;
 North 36 deg. 30 min. 48 sec. East, a distance of 3.11 feet to a point for corner;
 North 30 deg. 55 min. 26 sec. West, a distance of 62.09 feet to a point for corner;
 South 75 deg. 00 min. 57 sec. West, a distance of 181.31 feet to a point for corner on the easterly line of the above described proposed right-of-way dedication;

EXHIBIT A

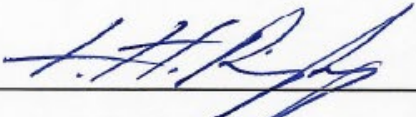
THENCE: North 29 deg. 45 min. 33 sec. West, along the easterly line of said right-of-way dedication, a distance of 10.34 feet to the **POINT OF BEGINNING** and containing **2702 square feet or 0.062 acres of land.**

Note:

The bearings shown hereon are geodetic and were derived from GPS observations and measurements from City of Grand Prairie Control Monument "G.P. 68" and referenced to the Texas State Plane Coordinate System, NAD 83, North Central Zone (4202).

A Survey Plat of equal date accompanies this metes & bounds description.

Prepared Under My Hand & Seal,
This 11th Day of February, 2025.



Lawrence H. Ringley, R.P.L.S.
State of Texas, No. 4701



Prepared By:

RINGLEY & ASSOCIATES, INC.
Texas Firm Registration No. 10061300
701 S. Tennessee Street
McKinney, Texas 75069
972-542-1266

EXHIBIT A

