

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON APPROVING AN EASEMENT AND RIGHT OF WAY AGREEMENT GRANTING AN 0.857 ACRE EASEMENT TO ONCOR ELECTRIC DELIVERY COMPANY, LLC, LOCATED IN THE MOREAU FORREST SURVEY, ABSTRACT NO. 417, IN DENTON COUNTY, TEXAS FOR THE PURCHASE PRICE OF FORTY-NINE THOUSAND SIX HUNDRED THIRTY DOLLARS AND NO/100 (\$49,630.00) AND PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, Oncor Electric Delivery Company, LLC (“Grantee”) has requested that the City enter into an Easement and Right of Way Agreement, a copy of which is attached hereto and made a part hereof by reference (the “Easement Agreement”) to install electric power and communications lines, including supporting structures, foundations, guy wires, and guy anchorages; and

WHEREAS, Grantee has agreed to pay City the price of Forty-Nine Thousand Six Hundred Thirty Dollars and no/100 (\$49,630.00) for the easement; and

WHEREAS, the City Council finds that the Easement and Right of Way Agreement is in the public interest and the consideration being paid by Grantee constitutes fair market value for the Easement and Right of Way Agreement; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The findings and recitations contained in the preamble of this ordinance are true and correct and are incorporated herein by reference.

SECTION 2. The Easement and Right of Way Agreement is hereby approved. Upon payment by Grantee, the City Manager or his designee is hereby authorized to execute the Easement and Right of Way Agreement on behalf of the City, and all adjoining documents to effect the closing and intent of the parties.

SECTION 3. If any section, article, paragraph, sentence, phrase, clause or word in this ordinance, or application thereof to any persons or circumstances, 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; the City Council declares that it would have ordained such remaining portion despite such invalidity, and such remaining portion shall remain in full force and effect.

SECTION 4. This ordinance shall become effective immediately upon its passage and approval.

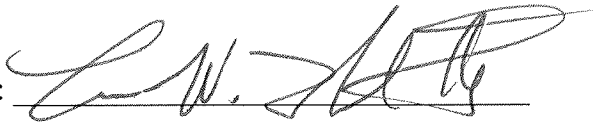
PASSED AND APPROVED this the _____ day of _____, 2018.

CHRIS WATTS, MAYOR

ATTEST:
JENNIFER WALTERS, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
AARON LEAL, CITY ATTORNEY

BY:  _____

EASEMENT AND RIGHT OF WAY

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DENTON

That, **The City of Denton**, hereinafter called "Grantor," whether one or more, for and in consideration of Ten and no/100 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 electric power and communications lines, each consisting of variable number of wires and cables, and all necessary or desirable appurtenances including supporting structures, foundations, guy wires and guy anchorages (the "Facilities") over, under, across and upon all that certain tract(s) of land located in Moreau Forrest Survey, Abstract No. 417, Denton County, Texas, more particularly described in **Exhibits "A" and "B"**, attached hereto and made part hereof.

Together with: (1) the right of ingress and egress over and along the easement and right-of-way and over Grantor's adjacent lands to or from the easement and right-of-way, for the purpose of and with the right to construct, operate, improve, reconstruct, replace repair, inspect, patrol, maintain and add or remove such electric power and communications lines or other Facilities as the Grantee may from time to time find necessary, convenient or desirable to erect thereon during the initial construction of the Facilities or at any time thereafter; (2) the right to install gates in all existing and future fences crossing the easement and right-of-way, provided such gates will be installed in a manner that will not weaken such fences; (3) the right, upon written approval of Grantor, such approval to not be unreasonably withheld or delayed, to relocate its facilities along the same general direction of said lines to the extent that said relocation does not interfere with any existing or future improvements by Grantor; (4) the right to trim and cut down trees and shrubbery on the easement and right-of-way, including use of herbicides or other similar chemicals approved by the U. S. Environmental Protection Agency, to the extent, in the sole judgment of the Grantee, necessary to prevent possible interference with the operation of said lines or to remove possible hazard thereto; and (5) the right to remove at Grantor's expense or to prevent the construction on the easement and right-of-way of any or all buildings, structures, and obstructions; provided, however, that Grantee specifically acknowledges there is an existing de-energized underground electrical distribution line and duct bank within the easement area which is to be relocated and rebuilt prior to energizing and until such time it may remain in its current location. Grantee further acknowledges that Grantor may place pad mount switches and/or transformers within the easement area at locations not to interfere with Grantee's Facilities or access thereto and subject to engineering review and approval by Grantee prior to installation, such approval not to be

Krugerville - Arco 138 kV T Line

WA-_____ ER-_____

unreasonably withheld, conditioned, or delayed.

Grantor shall not make or cause any changes in grade, elevation, or contour of the land (except those activities that maintain the minimum clearances to Grantee's Facilities and subjacent support provided by law and recognized as standard in the electrical industry) within the easement and right-of-way described herein without first providing advance notice and obtaining prior written consent to do so from Grantee, which consent shall not be unreasonably withheld, conditioned or delayed. If written consent is not obtained prior to any action by Grantor that causes any changes in grade, elevation, or contour of the land within the easement and right-of-way, Grantor shall, upon demand from Grantee, at Grantor's expense, restore the easement and right-of-way to its previously existing condition, or reimburse Grantee fully for the cost of adjusting its Facilities as necessary to accommodate the change in grade, elevation, or contour of the land within the easement and right-of-way in the event Grantor fails to promptly restore the grade, elevation, or contour to its previously existing condition.

Grantor shall not perform any excavations, trenching, or other soil disturbing activities (except those activities that maintain the minimum clearances to Grantee's Facilities and subjacent support provided by law and recognized as standard in the electrical industry) that, in the reasonable judgment of Grantee, will endanger the integrity of the supporting structures and/or foundations or other Facilities, as applicable, or perform any other activities that may, in the reasonable judgment of Grantee, remove, reduce, or adversely affect or impact the lateral support of the supporting structures and/or foundations or other Facilities, as applicable, without first providing advance notice and obtaining prior written consent to do so from Grantee, which consent shall not be unreasonably withheld, conditioned or delayed. If prior written consent is not obtained by Grantor prior to performing any excavation, trenching or other soil disturbing activity that endangers the integrity of the supporting structures or foundations or other Facilities, as applicable, Grantor shall, upon demand from Grantee, at Grantor's expense, restore the easement and right-of-way to its previously existing condition, or reimburse Grantee fully for the cost of adjusting its Facilities as necessary to accommodate the excavation, trenching, or soil disturbing activity in the event Grantor fails to promptly restore the easement and right-of-way to its previously existing condition or cannot do so.

Grantor reserves the right to use the easement and right of way area provided such use shall not include the growing of trees thereon or any other use that might, in the reasonable judgment of the Grantee, interfere with the exercise by the Grantee of the rights hereby granted. Grantor further reserves the right to lay out, dedicate, construct, maintain and use across said strip such roads, streets, alleys, railroad tracks, underground telephone cables and conduits, underground distribution facilities and associated pad-mounted devices, and gas, water and sewer pipe lines as will not interfere with Grantee's use of said land for the purpose aforesaid, provided all such facilities, other than those existing electric distribution facilities described in the preceding paragraph, shall be located at angles of not less than 45 degrees to any of Grantee's lines without prior written consent of Grantee, such consent to not be unreasonably withheld or delayed, and shall be so

constructed as to provide with respect to Grantee's Facilities the minimum clearances provided by law and recognized as standard in the electrical industry, as same may change from time to time. Grantor also reserves the right to erect fences not more than 8 feet high across said land, provided all such fences shall have gates, openings, or removable sections at least 16 feet wide which will permit Grantee reasonable access to all parts of said land. Should Grantee later determine that a width greater than 16 feet is necessary, then Grantee shall have the right granted above to install additional or wider gates at its reasonable discretion, but the installation of such additional or wider gates shall be at the sole expense of Grantee.

Grantor retains all right, title, and interest in and to all oil, gas, and other minerals (whether by law classified as part of the mineral estate or the surface estate) and groundwater in, on, and under the strip or land described herein; provided, however, that Grantor shall not be permitted to drill for oil, gas, and other minerals, and groundwater from and under said strip of land but Grantor may extract oil, gas, and other minerals, and groundwater from and under said strip of land by directional drilling, mining, or other means, so long as Grantee's use of said strip is not disturbed, which use shall include the right of Grantee to physical and/or lateral support for the Facilities, as well as the right that the Facilities shall not be endangered, obstructed, or interfered with by such operations.

In addition to the consideration above recited for the easement and right-of-way hereby granted, the Grantee will pay to the owner of the land, and, if leased, to his tenant, as they may be respectively entitled for actual damages to fences and growing crops and improvements located on the easement and right-of-way caused by reason of the construction, maintenance, addition or removal of said lines; provided, however, that no such payment will be made for trimming or removal of trees growing on the easement and right-of-way, nor for removal of buildings, structures, or obstructions erected upon the easement and right-of-way after granting of this easement and right-of-way and not expressly allowed and acknowledged by Grantee above.

This Agreement, along with the Letter Agreement executed contemporaneously herewith, embody the entire agreement between the Parties hereto with respect to the Easements and supersedes any and all agreements, representations, warranties, or statements which may have been made between the Parties prior to the date hereof, whether express, implied, written, or verbal, concerning the subject matter hereof. Neither this Agreement, nor the Letter Agreement executed contemporaneously herewith, shall be modified or amended except by written instrument executed by each Party hereto.

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 lines and other 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 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 through Grantor but not

otherwise. This easement may be assigned in whole or in part with the prior written consent of the non-assigning Party, such consent not to be unreasonably withheld or delayed. Notwithstanding the foregoing, Grantee may assign this Easement and Right of Way, without the consent of Grantor, to any (i) entity that, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control of, Grantee, (ii) entity to whom Grantee has assigned all or substantially all of its assets or (iii) bank, financing institution or other lender, or groups thereof, pursuant to the terms of any financing agreements.

ACCEPTED AND EXECUTED this ____ day of _____, A.D. 2017

Grantee:
Oncor Electric Delivery Company LLC a
Delaware limited liability company

By: _____
Jill L. Alvarez
Attorney-in-Fact

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

BEFORE ME, the undersigned authority, a Notary public in and for the State of Texas, on this day personally appeared Jill L. Alvarez, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said Oncor Electric Delivery Company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2017

Notary Public in and for the State of Texas

EXECUTED this ___ day of _____, A.D. 2017

GRANTOR:
The City of Denton

Todd Hileman
City Manager

ATTEST:
Jennifer Walters, City Secretary

By: _____

APPROVED AS TO LEGAL FORM:
AARON LEAL, CITY ATTORNEY

By:  _____

STATE OF TEXAS §
 §
COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared Todd Hileman, as the City Manager of the City of Denton, a Texas home rule municipal corporation, 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 _____, 2017

Notary Public in and for the State of Texas

After recording, return to:

Laura De La Paz
Oncor Electric Delivery Company
115 W 7th Street – Suite 505
Fort Worth, Texas 76102

EXHIBIT "A"

Oncor Electric Delivery Company
Line Name: Arco – Krugerville 138 kV
Owner: City of Denton
Denton County, Texas
Easement No.:

May 25, 2016
Page 1 of 2

Being a 0.857 acre tract of land out of Moreau Forrest Survey, Abstract No. 417, in Denton County, Texas, said 0.857 acre tract of land being a portion of Lot 1, Block A, ARCO Substation Addition, recorded in Document No. 2015-103 of the Plat Records of Denton County, Texas, said 0.857 acre tract of land being a part of a 10.372 acre tract of land (by deed) deeded to the City of Denton, as recorded in Document No. 2014-95862 of the Official Records of Denton County, Texas, said 0.857 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod with cap stamped "TNP" found for the southeast corner of said Lot 1 and for the southeast corner of said 10.372 acre tract of land, said 5/8 inch iron rod with cap stamped "TNP" also being the northeast corner of a 3.02 acre tract of land (by deed) deeded to Texas Municipal Power Agency, as recorded in Volume 1149, Page 494 of the Deed Records of Denton County, Texas, from which a 1/2 iron rod found in the north line of a 2.430 acre tract of land (by deed) deeded to Texas Power & Light Company, as recorded in Volume 1027, Page 163 of the Deed Records of Denton County, Texas and for the most easterly southeast corner of said 3.02 acre tract bears, South 48 degrees 08 minutes 22 seconds West, a distance of 45.04 feet; **THENCE** North 88 degrees 05 minutes 41 seconds West, with the south line of said Lot 1, with the south line of said 10.372 acre tract of land, and with an interior line of said 3.02 acre tract of land, a distance of 3.80 feet to a calculated point for the **POINT OF BEGINNING**, and having Grid Coordinates of N=7,133,270.92 and E=2,405,488.32;

- 1) **THENCE** North 88 degrees 05 minutes 41 seconds West, with the south line of said Lot 1, with the south line of said 10.372 acre tract of land, and with an interior line of said 3.02 acre tract of land, a distance 101.30 feet to a calculated point for corner, from which a 5/8 inch iron rod with cap stamped "TNP" found for the most southerly southwest corner of said Lot 1 and for the most southerly southwest corner of said 10.372 acre tract of land bears, North 88 degrees 05 minutes 41 seconds West, a distance of 444.36 feet, said 5/8 inch iron rod with cap stamped "TNP" also being an interior ell corner of said 3.02 acre tract of land;
- 2) **THENCE** North 07 degrees 18 minutes 03 seconds West, a distance 213.38 feet to a calculated point for corner in a proposed fence line and in an interior line of an electric easement as shown on said ARCO Substation Addition plat;
- 3) **THENCE** North 01 degree 56 minutes 28 seconds East, with a proposed fence line and with an interior line of said electric easement, a distance of 185.10 feet to a calculated point for corner;
- 4) **THENCE** South 88 degrees 25 minutes 35 seconds East, a distance of 71.12 feet to a calculated point for corner;

EXHIBIT "A"

Oncor Electric Delivery Company
Line Name: Arco – Krugerville 138 kV
Owner: City of Denton
Denton County, Texas
Easement No.:

May 25, 2016
Page 2 of 2

- 5) **THENCE** South 07 degrees 18 minutes 03 seconds East, a distance of 401.31 feet to the **POINT OF BEGINNING** and containing 0.857 acre or 37,316 square feet of land, more or less.

Notes:

All distances and areas shown herein are surface values and in U. S. Survey Feet. To compute grid distances, multiply by CSF of 0.99985240.

All coordinates shown herein are grid coordinates, to compute to surface multiply by a combined factor of 1.00014762.

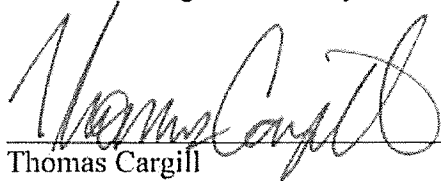
Basis of bearing is the Texas State Plane Coordinate System, North Central Zone 4202, with horizontal datum of NAD83/NSRS2007.

Controlling monuments referenced herein are as found on the date of the on-the-ground survey.

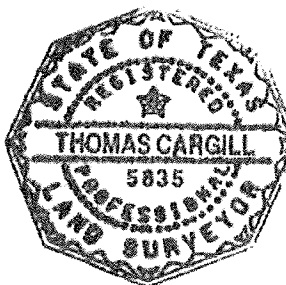
This legal description (Exhibit "A") is accompanied by a plat (Exhibit "B") of even survey date.

This survey was performed without the benefit of a title report. There may be easements and/or covenants affecting this property not shown hereon.

I, Thomas Cargill, Registered Professional Land Surveyor No. 5835, licensed in the State of Texas, do hereby certify that this legal description is true and correct and was produced from an actual on-the-ground survey under my direct supervision.



Thomas Cargill
Registered Professional Land Surveyor No. 5835
TBPLS Firm No. 10106900
Gorron dona and Associates, Inc.
4201 W. Parmer Lane, Building B, Suite 100
Austin, Texas 78727
(512) 719-9933



100 50 0 100

SCALE IN FEET

EXHIBIT "B"

LINE	BEARING	DISTANCE
L-1	S 48°08'22"W	45.04'
L-2	N 88°05'41"W	101.30'
L-3	S 88°25'35"E	71.12'

ELECTRIC EASEMENT
0.857 ACRE
37,316 SQ. FT.

LOT 1, BLOCK A
ARCO SUBSTATION ADDITION
DOCUMENT No. 2015-103
P.R.D.C.T.

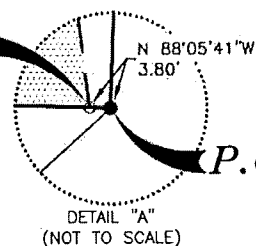
10.372 ACRES (BY DEED)
CITY OF DENTON
DOCUMENT No. 2014-95862
O.R.D.C.T.

REMAINDER OF
97.277 ACRES (BY DEED)
JOHN POWELL WALKER
DOCUMENT No. 93-0034125
O.R.D.C.T.

MOREAU FORREST
SURVEY
ABSTRACT No. 417

P.O.B.

ONCOR EASEMENT
AND RIGHT-OF-WAY
GRID COORDINATE
N=7,133,270.92
E=2,405,488.32

**P.O.C.**

PROPOSED FENCE

ELECTRIC EASEMENT
DOCUMENT No. 2015-103
P.R.D.C.T.
N 88°05'41"W 444.36'

FOUND
5/8" IRON ROD
WITH CAP
STAMPED "TNP"

3.02 ACRES (BY DEED)
TEXAS MUNICIPAL POWER AGENCY
VOLUME 1149, PAGE 494
D.R.D.C.T.

0.4053 ACRES (BY DEED)
CITY OF DENTON
VOLUME 3278, PAGE 878
D.R.D.C.T.

2.430 ACRES (BY DEED)
TEXAS POWER & LIGHT COMPANY
VOLUME 1027, PAGE 163
D.R.D.C.T.

FOUND
1/2" IRON ROD

ONCOR EASEMENT
AND RIGHT-OF-WAY
GRID COORDINATE
N=7,133,270.92
E=2,405,488.32

P.O.B.SEE
DETAIL
"A"**P.O.C.**

FOUND
5/8" IRON ROD
WITH CAP
STAMPED "TNP"

0.857
ACRE
TRACT

NOTES:

- (1) ALL DISTANCES AND AREAS SHOWN HEREON ARE SURFACE VALUES AND IN U. S. SURVEY FEET. TO COMPUTE GRID DISTANCES, MULTIPLY BY CSF OF 0.99985240.
- (2) ALL COORDINATES SHOWN HEREON ARE GRID, TO COMPUTE TO SURFACE MULTIPLY BY A COMBINED FACTOR OF 1.00014762.
- (3) BASIS OF BEARING IS THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE 4202, WITH HORIZONTAL DATUM OF NAD83/NSRS2007.
- (4) CONTROLLING MONUMENTS ARE SHOWN HEREON AND REFERENCED AS FOUND ON THE DATE OF THE ON-THE-GROUND SURVEY.
- (5) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS AND/OR COVENANTS AFFECTING THIS PROPERTY NOT SHOWN HEREON.
- (6) I, THOMAS CARGILL, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5835, LICENSED IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL ON-THE-GROUND SURVEY UNDER MY DIRECT SUPERVISION.

LEGEND

○	CALCULATED POINT
●	FOUND IRON ROD (SIZE NOTED)
---	PROPERTY LINE
---	EASEMENT LINE
D.R.D.C.T.	DEED RECORDS OF DENTON COUNTY, TEXAS
O.R.D.C.T.	OFFICIAL RECORDS OF DENTON COUNTY, TEXAS
P.R.D.C.T.	PLAT RECORDS OF DENTON COUNTY, TEXAS

SUBJECT PROPERTY MAP AND
LOCATION OF TRACT

ONCOR ELECTRIC DELIVERY COMPANY

115 WEST 7th STREET • FORT WORTH, TEXAS • 76102-7033

ARCO - KRUGERVILLE 138 kV

ONCOR EASEMENT No.:

OWNER: CITY OF DENTON

SURVEY: MOREAU FORREST SURVEY, ABSTRACT No. 417

COUNTY: DENTON COUNTY, TEXAS

SUBJECT PROPERTY ACREAGE: 10.372 ACRES (BY DEED)

EASEMENT ACREAGE: 0.857 ACRE OR 37,316 SQ. FT.

JOB NO. ONCR1411.00

DRAWN BY: RDE

CHECK BY: TEC

CADD FILE: ARCO-ESMT.DWG

DATE: MAY 25, 2016

EXHIBIT B PAGE 1 OF 1

SCALE: 1" = 100'

GORRONDONA & ASSOCIATES, INC. • 4201 W. PARKER LANE, BUILDING B, SUITE 100, AUSTIN, TX. 78727 • 512-719-9933 FAX 512-719-9944



THOMAS CARGILL
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5835
TEXAS BOARD OF PROFESSIONAL LAND SURVEYING
FIRM No. 10106900