

STREET OR ROAD and UTILITY RIGHT OF WAY EASEMENT

STATE OF TEXAS §

\$ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DALLAS §

That, Oncor Electric Delivery Company LLC, a Delaware limited liability company, whether one or more, hereinafter called "Grantor", for and in consideration of the sum of Twelve Thousand Four Hundred Seventy-Seven and no/100 dollars (\$12,477.00), and other valuable consideration to it in hand paid by the City of Dallas, whether one or more, hereinafter called "Grantee", whose address is 320 E Jefferson Blvd, Room 203, Dallas, Texas 75203, the receipt and sufficiency of which are hereby acknowledged, has GRANTED AND CONVEYED, and by these presents does hereby GRANT AND CONVEY unto said Grantee its successors and assigns, for so long as the hereinafter described property is used for street or road and utility purposes, and subject to the reservations hereinafter set forth, a RIGHT OF WAY EASEMENT for street or road and utility crossing purposes, (the "Easement") on all that tract or parcel of land situated in the Thomas Lagow Survey, Abstract No. 759, Dallas County and more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes.

SUBJECT TO (a) all presently recorded easements, rights-of-way and prescriptive rights, pertaining to any portion of the Easement; (b) all presently recorded and validly existing oil, gas, and mineral interests, rights of development or leases, royalty reservations, and/or other oil, gas and other mineral interest severances of any kind; (c) all presently recorded covenants, terms, conditions, contracts, provisions, zoning ordinances or other items, to the extent that same are effective as to the Easement; (d) all presently recorded instruments (other than liens and conveyances by, through or under Grantor) that affect the Property; and (e) any conditions that would be revealed by a physical inspection and/or survey of the Property.

Grantor reserves the right to use the Easement for one or more electric power lines and communication lines, each consisting of a variable number of wires, and all necessary and desirable appurtenances and attachments, including poles, H-frames, metal towers, guy wires, and guy anchorages, over, across, under and upon the land herein conveyed, together with the right of ingress and egress over and along such land for the purposes of constructing, operating, improving, reconstructing, repairing, relocating, inspecting, patrolling, maintaining, and removing such electric power and communication lines as Grantor may from time to time find necessary, convenient or desirable to erect thereon, provided such use does not unreasonably interfere with Grantee's use of the Easement for street or road and utility purposes.

Grantor shall have the right to trim and cut down trees and shrubbery to the extent that, in the sole judgment of the Grantor, is necessary to prevent possible interference with the operation of any of said lines or to remove possible hazards thereto; and the right to remove or prevent the construction on such land of any or all buildings, structures, and obstructions, other than a street. If any such buildings, structures, or obstructions are



constructed or permitted by Grantee to exist on the land without prior written consent of Grantor, then the Grantor shall have the right to remove same and Grantee agrees to pay to Grantor the reasonable cost of such removal.

This easement, subject to all liens of record, is granted upon the conditions that the street or road and utilities to be constructed shall be maintained and operated by Grantee at no expense to Grantor, and Grantor shall not be responsible for any cost of construction, reconstruction, operation, maintenance, or removal of the road or street and utilities. Grantee agrees that Grantor will not be assessed for any costs of paving said street or road. Grantee further agrees that should Grantor be required to remove, relocate, or reconstruct any towers, poles, electric lines, or other facilities situated on the herein described land as a result of this conveyance, paving, or other improvements thereon and thereto by Grantee, Grantee shall bear the cost of such relocation, removal, or reconstruction.

TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns, for so long as the above-described property is used for street or road and utility purposes. When such property ceases to be used for street or road and utility purposes, it shall immediately revert to and vest in Grantor, its successors and assigns; AND Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the above-described premises unto 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.

Signatures on the following pages:

EXECUTED this the	day of _	, 20
		Grantor:
		Oncor Electric Delivery Company LLC
		By:
		Name:
		Title:
STATE OF TEXAS COUNTY OF TARRANT	an an an	
	, Attor	I authority, on this day personally appeared ney in Fact of Oncor Electric Delivery Company
and acknowledged to me tha	t he execute for the purp	se name is subscribed to the foregoing instrument ed the same as the act and deed of Oncor Electric oses and consideration therein expressed and in was authorized to do so.
GIVEN UNDER MY H	IAND AND	SEAL OF OFFICE this day of, A.D.20
		Notary Public in and for the State of Texas

EXHIBIT B

Page 4

EXECUTED this the	day of	, 20
		GRANTEE:
		CITY OF DALLAS
		Ву:
		Name:
		Title:
STATE OF TEXAS	999	
COUNTY OF DALLAS	§ 8	
be the person whose na	_, as ame is subscribed :	authority, on this day personally appeared of the, known to me to to the foregoing instrument and acknowledged to act and deed of the
and for the purposes a stated, and that he/she	and consideration was authorized to	act and deed of the, therein expressed and in the capacity therein o do so.
GIVEN UNDER	MY HAND AND S	SEAL OF OFFICE this day of, A.D.20
After Recording Return		Notary Public in and for the State of Texas
	_	

STREET OR ROAD DEDICATION DEED

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FIELD NOTES DESCRIBING A 2,162 SQUARE FOOT (0.050 ACRE) RIGHT-OF-WAY EASEMENT TO BE ACQUIRED BY THE CITY OF DALLAS THOMAS LAGOW SURVEY, ABSTRACT NO. 759 DALLAS COUNTY, TEXAS FROM ONCOR ELECTRIC TRANSMISSION COMPANY

BEING, a 2,162 square foot (0.050 acre) tract of land situated in the Thomas Lagow Survey, Abstract No. 759, Dallas County, Texas; said tract being part of that certain tract of land described in Deed to Dallas Power & Light Company (current ownership is the Oncor Electric Transmission Company) recorded in Volume 4216, Page 446 of the Deed Records of Dallas County, Texas; said 2,162 square foot tract being more particularly described as follows:

BEGINNING, at an "+" cut in concrete set for corner in the west line of Dolphin Road, (a variable width right-of-way); said point being in the south line of said Dallas Power & Light Company tract and the northeast corner of Lot 10, City Block D/2627, of White Rock Heights 2nd Addition an addition to the City of Dallas, Dallas County, Texas recorded in Volume 3, Page 125, of the Map Records of Dallas County, Texas;

THENCE, South 88 degrees, 17 minutes, 22 seconds West, departing the said west line of said Dolphin Road, along the south line of said Dallas Power & Light Company tract and the north line of said Lot 10, a distance of 36.02 feet to a 5/8-inch iron rod with "PACHECO KOCH" cap set for corner;

THENCE, North 00 degrees, 29 minutes, 21 seconds East, departing the said south line of Dallas Power & Light Company tract and the said north line of Lot 10, a distance of 60.05 feet to a 5/8-inch iron rod with "PACHECO KOCH" caps set for corner in the north line of said Dallas Power & Light tract and the south line of Lot 11, Block C/2626 of said White Rock Heights 2nd Addition;

THENCE, North 88 degrees, 17 minutes, 22 seconds East, along the said north line of Dallas Power & Light Company tract and the said south line of Lot 11 a distance of 36.02 feet to an "+" cut in concrete set for corner in the west line of Dolphin Road; said point also being the northeast corner of said Dallas Power & Light Company and the southeast corner of said Lot 11;



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FIELD NOTES DESCRIBING A 2,162 SQUARE FOOT (0.050 ACRE) RIGHT-OF-WAY EASEMENT TO BE ACQUIRED BY THE CITY OF DALLAS THOMAS LAGOW SURVEY, ABSTRACT NO. 759 DALLAS COUNTY, TEXAS FROM ONCOR ELECTRIC TRANSMISSION COMPANY

THENCE, South 00 degrees, 29 minutes, 04 seconds West, along the said west line of Dolphin Road and the east line of said Dallas Power & Light Company, a distance of 60.05 feet to the **POINT OF BEGINNING**;

CONTAINING: 2,162 square feet or 0.050 acre of land, more or less.

Bearing system for this survey is based on the State Plane Coordinate System, North American Datum of 1983 (2011), Texas North Central Zone 4202. Distances shown have been scaled by applying the TxDOT surface adjustment factor of 1.000136506.

(A survey plat of even survey date herewith accompanies this description.)

Justin W. Waldrip

Date '

Registered Professional Land Surveyor No. 6179

Pacheco Koch Consulting Engineers, Inc.

7557 Rambler Road, #1400, Dallas, TX 75231

(972) 235-3031

TX Reg. Surveying Firm LS-100080-00

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