

Exhibit B

PT #: 2026 - 6143

District: DSW

WR#: 20402087

ER#: _____

EASEMENT AND RIGHT OF WAY

THE STATE OF TEXAS §

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DALLAS §

That the **CITY OF DALLAS**, a Municipal Corporation of the County of Dallas, State of Texas, acting herein by and through its City Manager, hereto duly authorized to execute the herein conveyance by Council Resolution No. _____ approved the ____ day of ____ 2026, hereinafter termed "Grantor," for and in consideration of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration to it in hand paid by **Oncor Electric Delivery Company LLC, a Delaware limited liability company**, has granted, sold and conveyed and by these presents does hereby grant unto Oncor Electric Delivery Company LLC, a Delaware limited liability company, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202-1234, its successors and assigns, hereinafter referred to as "Grantee", a nonexclusive easement or right of way in, under, over and across the following described property:

Lying and situated in the City and County of Dallas, Texas, and being more particularly described on **Exhibit "A"** attached hereto and made a part hereof for all intent and purposes

1. Construction of Facilities. This easement and right of way, together with all rights and privileges hereby granted may be used by Grantee, its successors and assigns, for the location, construction, reconstruction, relocation, alteration, maintenance, inspection, operation and removal of electric transmission or distribution systems and/or Grantee's communication systems, or part or parts thereof, and all necessary or desirable appurtenances thereto, including but not limited to, poles, wires, guys, cross arms, transformers, switches, manholes, conduits, and cables; and Grantee shall, at all times, have the right of ingress and egress over the above described property to and from said right of way. Grantee shall properly maintain such property during construction and at the conclusion of such construction remove all construction debris and other materials from such property and restore such property to the same condition it was in prior to the commencement of Grantee's construction thereon or in proximity thereto. Grantee shall contact the Manager-Chief Engineer of Utilities Management Section at least two (2) working days prior to commencing any work on Grantor's right of way.

2. Liability for Damages. Grantor shall not be liable to Grantee for any damage to said easement or Grantee's facilities or the contents thereof, except when caused by the willful misconduct of Grantor, its agents, servants or employees. 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.

3. Compliance with Laws. Grantee shall at its own cost and expense, comply with all applicable laws, rules, regulations, and orders issued by any governmental authority relating to Grantee's installation, operation and maintenance of Grantee's facilities, provided that Grantor shall not adopt any such law, rule or regulation that would repudiate Grantee's rights under this easement. Grantee agrees to be responsible for and indemnify and hold Grantor harmless from and against any and all claims, demands, penalties, fines, liabilities (including attorney's fees), incurred relating to any violation or alleged violation of such laws, rules, regulations or orders resulting from Grantee's acts or omissions, as well as for any and all damages or expenses incurred as a result of Grantee's installation, operation or maintenance of said facilities on Grantor's hereinabove described property.

4. Termination of Easement. This easement shall continue only so long as Grantee shall use this right of way for the purpose herein described and the same shall immediately lapse and terminate upon cessation of such use. Upon termination of this easement or right of way for any reason, Grantee shall restore the property hereinabove described to the same condition that such property was in at the beginning of the term of this agreement, ordinary wear and tear for the purpose herein authorized excepted.

5. Nonwaiver of Franchise. This easement is granted subject to the terms, conditions and provisions of Grantee's franchise with the City of Dallas. In no event, shall the terms, conditions and provisions herein contained alter, modify, amend or revoke any of the terms, conditions and provisions of the franchise.

6. Relocation of Facilities. Whenever by reason of Grantor's use of its hereinabove described property, for any purpose whatsoever, it shall be deemed necessary by Grantor to remove, alter, change, adapt, or conform the facilities of Grantee, such alteration or changes shall be made as soon as practicable by Grantee when ordered in writing by Grantor, without claim for reimbursement or material financial hardship upon Grantee, the Grantee shall have the right to present alternative proposals for Grantor's consideration. Grantor shall not require Grantee to remove its facilities entirely from the hereinabove described easement unless suitable alternatives are available for relocation at reasonable cost, but in any event Grantee shall be required to relocate such facilities within the hereinabove described easement so that such facilities do not impair the use of such property by Grantor in the operation of its business.

7. Location of Facilities. Grantee shall locate its facilities within the easement so as not to interfere with any of Grantor's facilities. Grantee shall reimburse Grantor for any and all cost and expenses incurred by Grantor for any relocation or alterations of its property or facilities located on or near the easement that Grantor in its reasonable discretion determines are subject to physical interference for Grantee's facilities or from the exercise by Grantee of any of its rights hereunder.

8. Use of Easement. Subject to Grantor's right to cause relocation of facilities under the circumstances set forth in paragraph 6 above, and unless such relocation is required pursuant thereto, Grantor shall not (without the prior written consent of Grantee) construct or place with the above described right of way any building, fence, tree, shrub, or any other structure, improvement or growth which may endanger or in any way interfere with the construction, efficiency or convenient operation and maintenance of said system or systems, and Grantee shall, at all times, after notice to, and in consultation with, Grantor (As may be reasonable under the circumstances) have their right to remove, and keep removed, all or parts of any building, fence, tree, shrub, or other structure, improvement or growth of any character which, in the judgment of Grantee, may endanger or in any way interfere with the construction, efficiency or convenient operation and maintenance of said system or systems.

9. Restrictions and Limitations. This conveyance is made subject and subordinate to all matters herein stated.

10. Headings. Headings used in this instrument are for the conveniences of the parties only and shall not be considered in construing any provisions hereof.

TO HAVE AND TO HOLD the above described easement and rights unto Oncor Electric Delivery Company LLC and its successors and assigns, for the purposes aforesaid and upon conditions herein stated, until all of the system or systems covered by this easement be abandoned for use by Oncor Electric Delivery Company LLC, for the purpose herein stated, then and there upon this conveyance shall be null and void and the use of said land and premises shall absolutely revert to Grantor herein, its successors and assigns, and no act or omission on the part of them shall be construed as a waiver of the enforcement of such condition.

AND it hereby binds itself, its successors, legal representatives and assigns, to WARRANT AND FOREVER DEFEND all and singular the above described easement and rights unto Oncor Electric Delivery Company LLC, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through or under it but not otherwise.

Executed this _____ day of _____, 2026.

City of Dallas, a Texas Municipal Corporation

Kimberly Bizer Tolbert, City Manager

ATTEST:

By: _____
Assistant City Manager

Biliera Johnson, City Secretary

APPROVED AS TO FORM:
Bertram Vandenberg, Interim City Attorney

By: _____
Assistant City Attorney

Oncor Electric Delivery Company LLC,
a Delaware limited liability company

By: _____
Raquel DiMaria, Attorney In Fact

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, Assistant City Manager of the **City of Dallas**, 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 the said City of Dallas, for the purposes and consideration therein expressed and in the capacity therein set forth.

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

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared **Raquel DiMaria, Attorney in Fact for Oncor Electric Delivery Company LLC, a Delaware limited liability company**, 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 the said Oncor Electric Delivery Company LLC, for the purposes and consideration therein expressed and in the capacity therein set forth.

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

Notary Public in and for the State of Texas

EXHIBIT A

Field Notes Describing a 4,120 Square Foot (0.095 Acre)
Easement in City Block 27/3008
To Be Conveyed to the
Oncor Electric Delivery Company

Being a 4,120 Square Foot (0.095 Acre) tract of unplatted land lying in the City of Dallas, Dallas County, Texas, being a part of Block 3420, and a part of the Elizabeth Robertson Survey, Abstract No. 1211, and being a part of that tract of land conveyed to the City of Dallas by deed recorded in Instrument Number 202300003500 of the Official Public Records of Dallas County, Texas, and being more particularly described as follows:

All coordinates shown a State Plan Coordinate System, North American Datum of 1983, Texas North Central Zone 4202, Adjustment Realization of 2011, No Scale, No Projection.

COMMENCING at a ½-inch diameter iron rod (Controlling Monument) (N=6964209.40; E=2487150.81) found on the East Right-of-Way line of Jefferson Boulevard (a 100-foot-wide public street), at the Northwest corner of said City of Dallas tract of land, being a common corner with a tract of land conveyed to the City of Dallas by Deed recorded in Volume 74029, Page 777 of the Deed Records of Dallas County, Texas:

THENCE Southerly, with the said East line of Jefferson Boulevard and along a Curve to the Left having a Radius of 1,382.69 feet, a Central Angle of 09°43'03", an Arc Length of 234.51 feet and a Chord which bears South 04°24'51" West a distance of 234.23 feet to the most Westerly Northwest corner and **POINT OF BEGINNING** of the herein described tract of land (not monumented):

NOTE: None of the corners of this easement are monumented.

THENCE departing the last said East line of Jefferson Boulevard, over and across a portion of said City of Dallas tract the following courses and distances:

North 88°59'30" East a distance of 42.31 feet to an inside corner of the herein described tract of land:

North 18°08'26" East a distance of 41.20 feet to an outside corner of the herein described tract of land:

South 70°02'09" East a distance of 71.34 feet to an outside corner of the herein described tract of land:

South 19°56'08" West a distance of 25.04 feet to an outside corner of the herein described tract of land:

Field Notes Describing a 4,120 Square Foot (0.095 Acre)
Easement in City Block 27/3008
To Be Conveyed to the
Oncor Electric Delivery Company

South 88°59'30" West a distance of 32.53 feet to an inside corner of the herein described tract of land:

South 00°06'51" East a distance of 28.97 feet to an outside corner of the herein described tract of land:

South 89°26'03" West a distance of 80.34 feet to the intersection with the above said East line of Jefferson Boulevard, being also an outside corner of the herein described tract of land:

Northerly with the said East line of Jefferson Boulevard and along a Curve to the Right having a Radius of 1.382.69 feet, a Central Angle of 00°24'53", an Arc Length of 10.00 feet and Chord which bears North 00°49'35" West a distance of 10.00 feet to an outside corner of the herein described tract of land:

North 89°25'46" East, over and across a portion of said City of Dallas tract a distance of 70.64 feet to an inside corner of the herein described tract of land:

North 00°06'51" West a distance of 18.88 feet to an inside corner of the herein described tract of land:

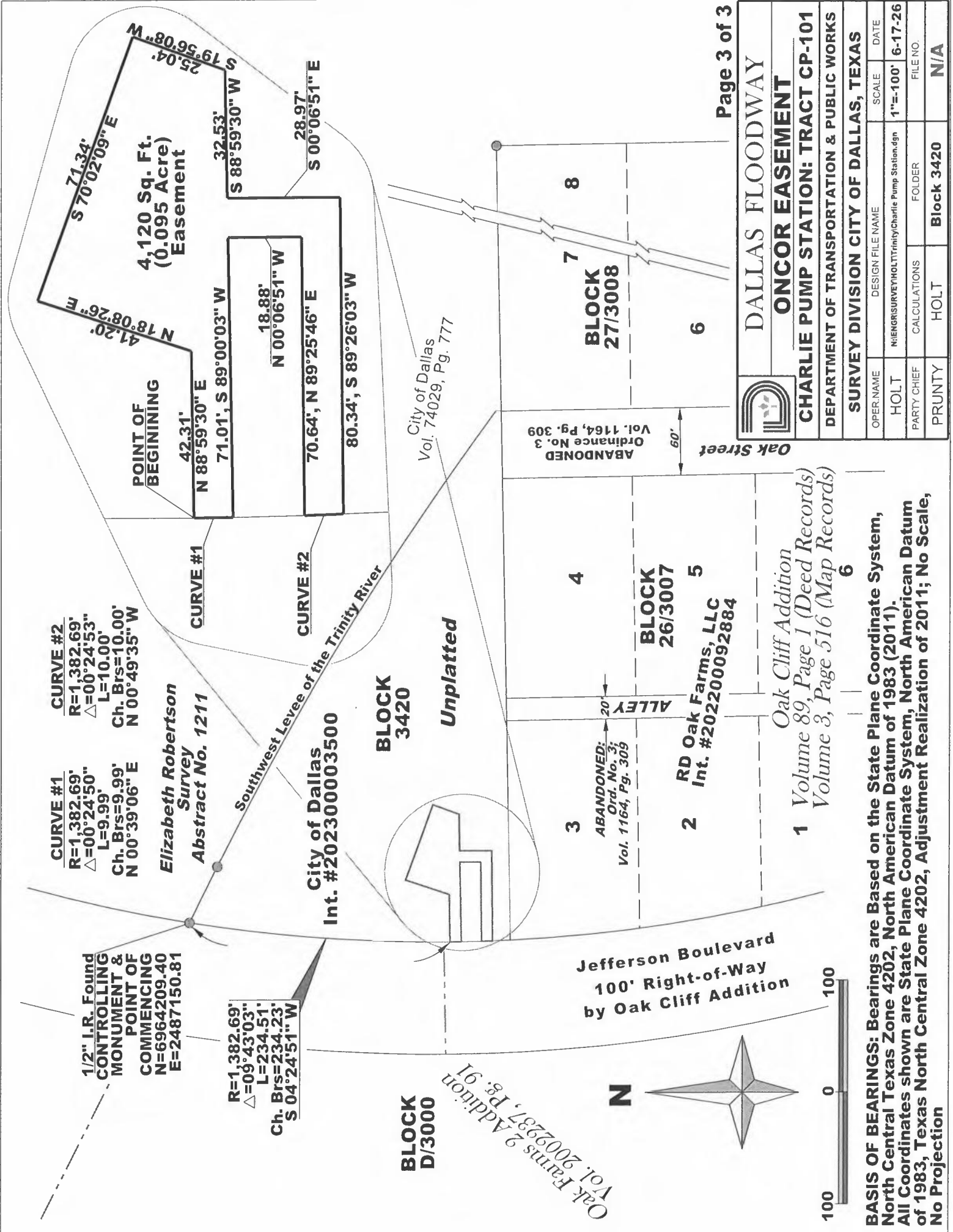
South 89°00'03" West a distance of 71.01 feet to the intersection with the above said East line of Jefferson Boulevard, being also an outside corner of the herein described tract of land:

THENCE Northerly with the said East line of Jefferson Boulevard and along a Curve to the Right, having a Radius of 1,382.69 feet, a Central Angle of 00°24'50", an Arc Length of 9.99 feet and a Chord which bears North 00°39'06" East a distance of 9.99 feet to the **POINT OF BEGINNING**, containing 4,120 Square Feet, or 0.095 Acres of land.

BASIS OF BEARINGS: Bearings are based on the State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983 (Realization of 2011).

Scott Holt
6/18/2026





		DALLAS FLOODWAY	
ONCOR EASEMENT		SCALE	
CHARLIE PUMP STATION: TRACT CP-101		DATE	
DEPARTMENT OF TRANSPORTATION & PUBLIC WORKS		1"=100'	
SURVEY DIVISION CITY OF DALLAS, TEXAS		FILE NO.	
OPER. NAME		HOLT	
DESIGN FILE NAME		N:\ENR\SURVEY\HOLT\Trinity\Charlie Pump Station.dgn	
PARTY CHIEF		PRUNTY	
CALCULATIONS		HOLT	
FOLDER		Block 3420	
FILE NO.		N/A	

BASIS OF BEARINGS: Bearings are Based on the State Plane Coordinate System, North Central Texas Zone 4202, North American Datum of 1983 (2011). All Coordinates shown are State Plane Coordinate System, North American Datum of 1983, Texas North Central Zone 4202, Adjustment Realization of 2011; No Scale, No Projection

- 1 Volume 89, Page 1 (Deed Records)
- Volume 3, Page 516 (Map Records)

Oak Cliff Addition

Jefferson Boulevard
100' Right-of-Way
by Oak Cliff Addition

Oak Farms 2 Addition
Vol. 2002937, Pg. 91

ABANDONED
Ordinance No. 3
Vol. 1164, Pg. 309

ALLEY

2 RD Oak Farms, LLC
Int. #202200092884

BLOCK
26/3007

4

3

ABANDONED:
Ord. No. 3,
Vol. 1164, Pg. 309

8

BLOCK
27/3008

6

7

BLOCK
3420

Unplatted

City of Dallas
Int. #202300003500

R=1,382.69'
Δ=09°43'03"
L=234.51'
Ch. Brs=234.23'
S 04°24'51" W

Elizabeth Robertson
Survey
Abstract No. 1211

CURVE #1
R=1,382.69'
Δ=00°24'50"
L=9.99'
Ch. Brs=9.99'
N 00°39'06" E

CURVE #2
R=1,382.69'
Δ=00°24'53"
L=10.00'
Ch. Brs=10.00'
N 00°49'35" W

POINT OF
BEGINNING

4,120 Sq. Ft.
(0.095 Acre)
Easement

41.20'
N 18°08'26" E

71.34'
S 70°02'09" E

25.04'
S 19°56'08" W

32.53'

S 88°59'30" W

28.97'
S 00°06'51" E

18.88'
N 00°06'51" W

71.01', S 89°00'03" W

N 88°59'30" E

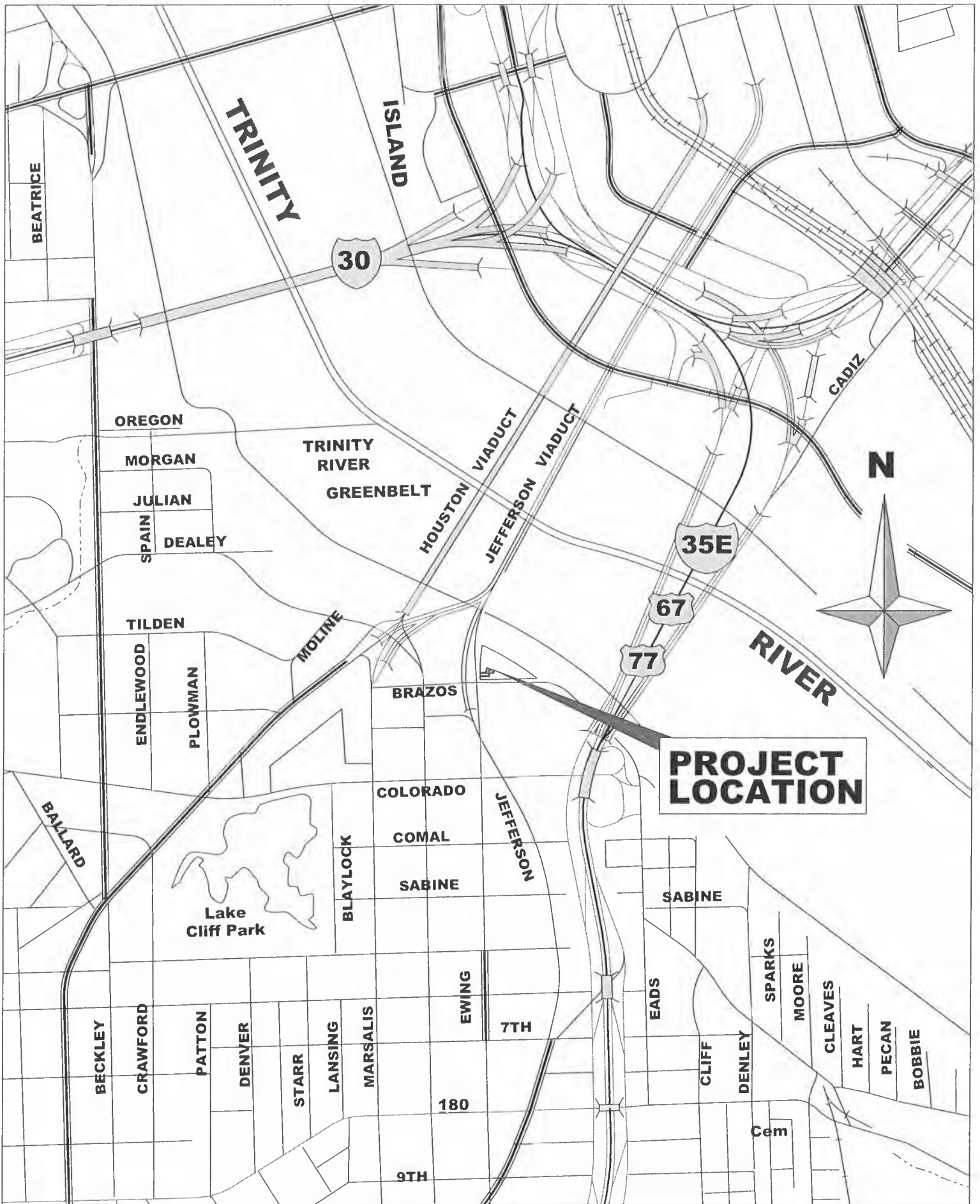
70.64', N 89°25'46" E

80.34', S 89°26'03" W

CURVE #1

CURVE #2

Southwest Levee of the Trinity River



LOCATOR MAP - ONCOR ELECTRIC DELIVERY CO. EASEMENT