

EASEMENT AND RIGHT OF WAY

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

That **City of Farmers Branch, a Texas home rule municipality**, hereinafter called "Grantor", whether one or more, for and in consideration of Ten 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, a non-exclusive easement and right-of-way for overhead and/or underground electric supply and communications facilities, consisting of a variable number of wires and cables, supporting structures, surface mounted equipment, conduits and all necessary or desirable appurtenances over, under, through, across and upon Grantor's land described as follows:

SEE EXHIBIT "A" (ATTACHED)

("the Easement Property"),

Grantor recognizes that the general course of said lines, or the metes and bounds as described above, is based on preliminary surveys only, and Grantor hereby agrees that the easement and right-of-way and its general dimensions hereby granted shall apply to the actual location of said lines when constructed.

Together with the right of ingress and egress along and upon the Easement Property and over and across Grantor's adjoining properties for the purpose of and with the right to construct, maintain, operate, repair, remove, replace, reconstruct, abandon in place, and to change the size and capacity of said facilities; the right to relocate within the Easement Property said facilities in the same relative direction of said facilities; the right to relocate said facilities in the same relative position to any adjacent road if and as such is widened in the future; the right to lease wire space for the purpose of permitting others to string or lay wire or cable along said facilities; the right to prevent excavation within the Easement Property without prior notice and approval of Grantee, which shall not be unreasonably withheld or delayed; the right to prevent construction of, within the Easement Property, any and all buildings, structures or other obstructions which, in the reasonable judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said facilities and their appurtenances and the right to trim or remove trees or shrubbery within, but not limited to, said Easement Property, including by use of herbicides or other similar chemicals approved by the U.S. Environmental Protection Agency, to the extent in the sole judgment of Grantee, as may be necessary to prevent possible interference with the operation of said facilities or to remove possible hazard thereto. Grantor shall not make changes in grade, elevation or contour of the land or impound water within the Easement Property as described above without prior written consent of Grantee, which shall not be unreasonably withheld or delayed.

Grantor reserves the right to use the Easement Property for purposes not inconsistent with Grantee's use of such property, provided such use shall not, in the reasonable judgment of Grantee, interfere with the exercise by Grantee of the rights hereby granted.

TO HAVE AND TO HOLD the Easement Property unto the said Grantee, its successors and assigns, until all of said electric lines and 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 successors or assigns, and legal representatives, to warrant and forever defend the above described Easement Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same by, through, or under Grantor, but not otherwise.

EXECUTED this _____ day of _____, 2018.

City of Farmers Branch,
a Texas home rule municipality

By: _____
Charles S. Cox, City Manager

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The foregoing instrument was acknowledged before me on this _____ day of _____, 2018, by Charles S. Cox, City Manager of the City of Farmers Branch, Texas, a Texas home rule municipality, for and on behalf of said municipality.

Notary Public, State of Texas

Commission Expires: _____

EXHIBIT "A"
DESCRIPTION OF EASEMENT PROPERTY