

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That, the Town of Addison, Texas, hereinafter called "Grantor," 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 to construct, operate, maintain, repair, reconstruct, modify and remove underground electric supply and communications lines, consisting of a variable number of wires and cables, surface mounted equipment (all equipment and materials extending above the surface shall be included within a switch gear housing box that shall not extend more than 80 inches in height above the surface), conduits, manholes, vaults, transformers, switches, protection, sectionalizing devices and all necessary or desirable underground appurtenances (the "Facilities") upon and under that certain tract of land located in the Town of Addison, Dallas County, Texas, more particularly described as follows and sometimes referred to herein as the "easement area":

SEE EXHIBIT "A" (ATTACHED)

Together with the right of ingress and egress over, across, throughout and along the easement area for the purpose of and with the right to construct, operate, maintain, repair, reconstruct, modify and to remove such Facilities from such easement area prior to or upon termination of such easement.

Further, Grantee shall have the right to remove or thereafter prevent the growth of trees, limbs, branches or surface brush or vegetation as may in any way or to any extent interfere with the efficiency, safety and/or convenient operation of said Facilities; and Grantee shall have the right to prevent the construction or maintenance of any structures, houses or permanent installations of any kind within the easement area and shall have the right to fence and enclose the easement area and to have exclusive possession of the surface thereof.

It is understood that by this grant of easement and right of way Grantee is granted exclusive right to use the easement area described above for the above described purpose noted, and Grantor, by these presents and for the consideration stated, relinquishes any right to grant to others any easements, licenses, leases or other rights hereafter with respect to the easement area, without first obtaining the express written consent of Grantee.

Grantee shall, subject to the terms of this easement, have the rights of ingress and egress across the surface of Grantor's lands immediately adjacent to the easement area (the "adjacent area") as may be reasonably necessary for the purposes noted herein with regard to the Facilities.

In addition to the consideration above recited for the easement hereby granted, Grantee shall repair and replace at Grantee's sole cost and expense, all paving, curbing, fencing, walls, improvements, shrubbery, trees and landscaping located on or within the easement area and the adjacent area to the extent that any of the same is damaged or destroyed by Grantee's use of the easement area; provided, however, Grantee shall not be required to pay for trimming or removal of vegetation and removal of any improvements located within the easement area, or any trees, limbs, branches or surface brush and vegetation as may in any way or to any extent interfere with the efficiency, safety and/or convenient operation of said Facilities.

Grantee shall use commercially reasonable efforts to conduct all construction and maintenance activities within the easement area in such manner as will avoid any unnecessary interruption of use of the adjacent area by Grantor and all other persons or entities with right of use of the adjacent area.

This Easement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue for all matters, suits, claims, or proceedings hereunder shall lie exclusively in Dallas County, Texas.

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 Facilities shall be removed or upon Grantee's written notification to Grantor that the easement is terminated (in which event all of said Facilities shall be removed by Grantee, which obligation shall survive termination of this easement), and in that event said easement shall cease and all rights herein granted shall cease and revert to Grantor or Grantor's heirs, successors or assigns; and Grantor hereby binds Grantor, its successors, assigns, to warrant and forever defend the above described easement unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as and subject to all easements, rights-of-way, restrictions, reservations, covenants, conditions, leases, discrepancies, conflicts, or shortages in the attached Exhibit A, to the extent that such claim arises by, through, or under Grantor but not otherwise.

EXECUTED this _____ day of _____, 2014.

Town of Addison, Texas

By: _____
Lea Dunn, City Manager

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BEFORE ME, the undersigned authority, on this day personally appeared Lea Dunn, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same as the act and deed of the Town of Addison, as the City Manager thereof, and for the purposes and consideration therein expressed and in the capacity therein stated, and that she was authorized to do so.

Given under my hand and seal of office this _____ day of _____, 2014.

By: _____
Notary Public, the State of Texas

EXHIBIT "A"

Lying and situated in the Town of Addison, Dallas County, Texas, and being a part of Lot 1, Block F of Addison Circle Phase II, an addition to and dedicated to the Town of Addison, according to the map or plat thereof recorded in Volume 97217, page 3056, Deed Records of Dallas County, Texas (D.R.D.C.T.), and being more particularly described as follows:

COMMENCING at a ½" iron rod found in the northwest line of the Dallas Area Rapid Transit (DART) right of way for the southwest corner of the above described Lot 1 and being 1201.67 feet, S 66° 45' 01" W along said right of way line from an "X" in the concrete found at its intersection with the east right of way line of Spectrum Drive; Thence N 66° 45' 01" E, along the northeast right of way line, 442.74 feet to the west right of way line of Quorum Drive; Thence N 00° 08' 00" E, along said west right of way line, 16.34 feet to the POINT OF BEGINNING;

THENCE S 66° 45' 01" W, departing said right of way line and along the northwest line of a 20-foot wide Underground Drainage & Utility Easement recorded in Volume 90241, page 2799 D.R.D.C.T., a distance of 10.89 feet;

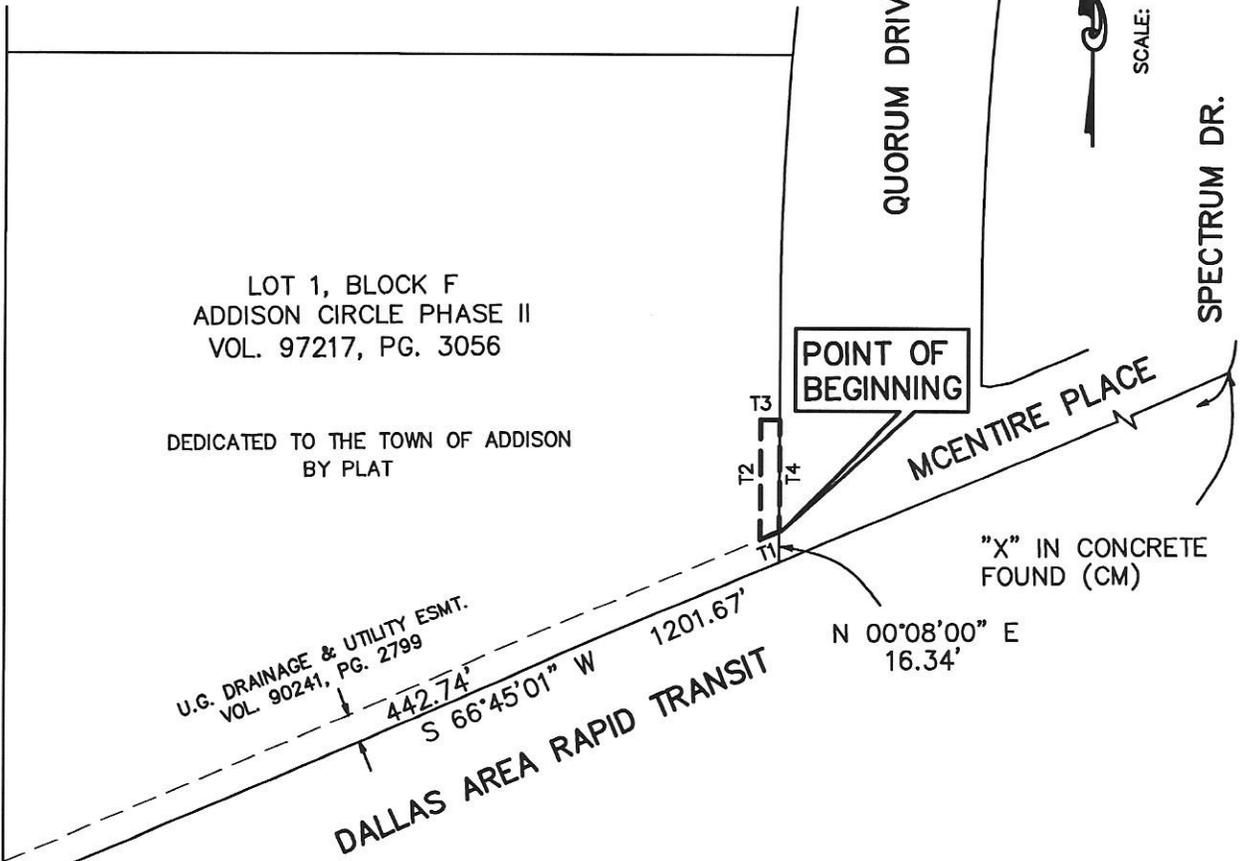
THENCE N 00° 08' 00" E, departing said easement line, 64.32 feet;

THENCE S 89°52' 00" E, 10.00 feet to the west right of way line of Quorum Drive;

THENCE S 00° 08' 00" W, along said right of way line, 60.00 feet to the POINT OF BEGINNING and containing 621.62 square feet of land more or less.

WR#3209664-2DALLASCOTOWNOFADDISONDART

BEARING BASIS:
 THE SOUTHEAST LINE OF LOT 1, BLOCK F OF ADDISON CIRCLE PHASE II, PER PLAT RECORDED IN VOL. 97217, PG. 3056, D.R.D.C.T..



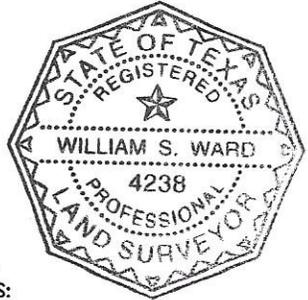
POINT OF COMMENCING

1/2" IRON ROD FOUND (CM)

POINT OF BEGINNING

"X" IN CONCRETE FOUND (CM)

CM = CONTROLLING MONUMENT



TANGENT	BEARING	LENGTH
T1	S 66°45'01" W	10.89'
T2	N 00°08'00" E	64.32'
T3	S 89°52'00" E	10.00'
T4	S 00°08'00" W	60.00'

KNOW ALL MEN BY THESE PRESENTS:

THAT I WILLIAM S. WARD, REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY DECLARE THAT THIS PLAT IS THE RESULT OF A SURVEY MADE ON THE GROUND UNDER MY PERSONAL SUPERVISION ON AUGUST 1, 2014 AND ALL DIMENSIONS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

William S. Ward
 WILLIAM S. WARD, R.P.L.S. NO. 4238

EXHIBIT "A"
ONCOR ELECTRIC DELIVERY CO.
EASEMENT

CORNERSTONE SURVEYING, INC
 200 WEST MARSHALL
 P.O. BOX 699, PALMER, TEXAS 75152
 TEL. (972) 845-2505 ~ FAX. (972) 845-2455
 FIRM NO. 100215-00