

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, APPROVING THE EASEMENT FOR OVERHEAD AND/OR UNDERGROUND ELECTRIC SUPPLY AND COMMUNICATIONS FACILITIES ASSOCIATED WITH THE GALAXY FBO DEVELOPMENT PROJECT BETWEEN THE TOWN OF ADDISON AND ONCOR ELECTRIC DELIVERY COMPANY LLC.

BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS,

SECTION 1. The Easement between the Town of Addison and Oncor Electric Delivery Company LLC to support the electrical supply lines servicing the Galaxy FBO. A copy of which is attached to the Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the agreement.

SECTION 2. This Resolution shall take effect from and after its date of adoption.

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, this the **13th** day of **February** 2020.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Parker, City Secretary

Brenda N. McDonald, City Attorney

EXHIBIT A

PT #: 2019-4402
District: McKinney
WR #: 3461873
ER # _____

EASEMENT

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

That **Town of Addison, Texas**, a 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, an easement 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)

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 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 said easement 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 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 area; the right to prevent construction of, within the easement area, any and all buildings, structures or other obstructions which, in the sole 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 area, 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 area as described above without prior written consent of Grantee.

EXHIBIT A

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not, in the sole judgment of Grantee, interfere with the exercise by Grantee of the rights hereby granted.

TO HAVE AND TO HOLD the above described easement 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 shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns, and legal representatives, 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 by through or under Grantor, but not otherwise.

EXECUTED this _____ day of _____, 2020.

Town of Addison, Texas

By: _____
Wesley S. Pierson, City Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A.D. 2020.

Notary Public in and for the State of Texas

EXHIBIT A

Page 1 of 2
Job No. 17639

**ONCOR Electric Delivery Company, LLC
EASEMENT**

BEING a tract of land situated in the Edward Cook Survey, Abstract No. 326, Dallas County, Texas, and being a part of the Final Plat of Addison Airport, an addition to the Town of Addison, Texas, according to the plat thereof recorded in Volume 2005131, Page 82 of the Map Records of Dallas County, Texas (MRDCT), and being more particularly described as follows:

BEGINNING at a point in the west line of Addison Road (variable width right-of-way), from which a 5/8-inch iron rod set with plastic cap stamped 'Sparr Surveys' at the easterly southeast corner of said Addison Airport and, the northeast corner of the remainder portion of a tract of land as described in deed to the White Rock Masonic Lodge #234 recorded in Volume 3981, Page 416 in the Deed Records of Dallas County, Texas, bears South 00 degrees 52 minutes 49 seconds East, 948.66 feet;

THENCE South 89 degrees 07 minutes 11 seconds West, departing the west line of said Addison Road, 50.81 feet;

THENCE South 68 degrees 50 minutes 38 seconds West, 25.32 feet;

THENCE South 21 degrees 09 minutes 22 seconds East, 5.00 feet;

THENCE South 68 degrees 50 minutes 38 seconds West, 26.00 feet;

THENCE North 21 degrees 09 minutes 22 seconds West, 20.00 feet;

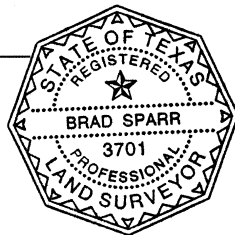
THENCE North 68 degrees 50 minutes 38 seconds East, 54.00 feet;

THENCE North 89 degrees 07 minutes 11 seconds East, 53.50 feet to a point in the west line of said Addison Road;

THENCE South 00 degrees 52 minutes 49 seconds East, along the west line of said Addison Road, 15.00 feet to the **POINT of BEGINNING** and **CONTAINING** 0.039 acre of land.



Brad Sparr
Registered Professional
Land Surveyor No. 3701



Sparr Surveys
2553 C.R. 722
McKinney, Texas 75069
(214) 544-2297

EXHIBIT A

Addison Airport
Vol. 2005131, Pg. 82
MRDCT

White Rock Masonic
Lodge #234
Vol. 3981, Pg. 416
DRDCT

Proposed
Lease Area

ONCOR Electric
Delivery Company
Easement

11' Roadway Esmt.
Vol. 2005131, Pg. 82
MRDCT

D.A.R.T.

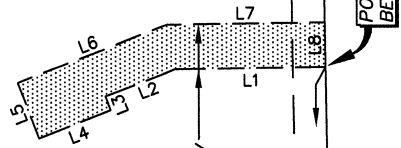
FIR 1/2" S 01°09'29" E 378.49'

S 00°52'49" E 990.63'

SIR

SET MAG NAIL

N 89°07'11" E 126.44'



ADDISON ROAD
(60' R.O.W.)

LINE TABLE		
No.	BEARING	DIST.
L1	S 89°07'11" W	50.81'
L2	S 68°50'38" W	25.32'
L3	S 21°09'22" E	5.00'
L4	S 68°50'38" W	26.00'
L5	N 21°09'22" W	20.00'
L6	N 68°50'38" E	54.00'
L7	N 89°07'11" E	53.50'
L8	S 00°52'49" E	15.00'

NOTES:

- 1) BEARINGS ARE BASED ON THE ADDISON AIRPORT CONTROL NETWORK.
- 2) FIR DENOTES A FOUND IRON ROD.
- 3) SIR DENOTES A 5/8" IRON ROD SET WITH PLASTIC CAP STAMPED 'SPARR SURVEYS'.
- 4) SET MAG NAIL DENOTES A MAGNETIC NAIL SET WITH FLASHER STAMPED 'RPLS 3701'.

Scale 1" = 50'

Date 11-01-2019

JOB No.: 17639 PAGE 2 OF 2

Sparr Surveys
2553 C.R. 722
McKinney, Texas 75069
(214) 544-2297

TBPLS FIRM No. 10059300