

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**TEMPORARY ACCESS AGREEMENT BETWEEN THE CITY OF FORT WORTH AND
TOTAL E&P USA BARNETT, LLC**

THE STATE OF TEXAS	§
	§
COUNTY OF TARRANT	§

This Temporary Access Agreement ("Agreement") is entered into as of _____, 2021 (the "Effective Date") by and between the **CITY OF FORT WORTH**, a home-rule municipal corporation of the State of Texas ("City"), and **TOTAL E&P USA BARNETT, LLC** ("Total"), a Delaware limited liability company, acting by and through its duly authorized representative.

RECITALS

WHEREAS the City acquired from Total certain real property located in Fort Worth, Tarrant County, Texas consisting of approximately 0.961 acres in fee and approximately 0.218 acres of permanent access easement, said property being more particularly described on **EXHIBIT A** attached as a part hereof (the "Property"); and

WHEREAS the Property will be used by the City in order to construct and maintain the Clear Fork Lift Station; and

WHEREAS the Property is located immediately to the north of an active gas well and facility pad site owned and operated by Total (the "Pad Site"); and

WHEREAS, in order to continue its operations on the Pad Site, Total requires occasional and limited access through the Property for the circulation of vehicular traffic; and

WHEREAS the City agrees to grant Total non-exclusive and occasional use of the Property in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the covenants and agreement contained herein, City and Total agree as follows:

AGREEMENT

**I.
Term**

a. **Term.** This Temporary Access Agreement shall be effective on the Effective Date and shall remain in full force and effect until the sooner of (1) the date the Pad Site is Abandoned; or (2) termination of the Agreement as provided herein (the "Term"). The Pad Site shall be deemed "Abandoned" when the party or parties conducting the operations thereon provide written notice to the City affirmatively stating that the

operations on the Pad Site have permanently ceased as evidenced by the plugging and abandonment of any and all wells in existence as of that time and the restoration of the well sites, as well as the submission or filing of all required documents with any governmental authorities having jurisdiction over such matters, and the final approval by the gas inspector thereof following restoration of the drill site accomplished in conformity with all applicable governmental requirements.

b. Access. No use of or access to the Property shall be allowed outside of the designated Term. Total's rights in and to the Property hereunder shall be strictly limited and shall fully and absolutely terminate and be of no further force and effect at the conclusion of the Term. After the Term ends, all rights of Total in and to the Property shall, automatically and without the need for any further documentation, fully and unconditionally terminate, whereupon Total shall have no right of entry or use of the Property whatsoever.

c. Termination. This Agreement may be terminated by written agreement of both Parties.

II. Consideration

a. Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged. Total shall not be obligated to pay any additional consideration for the duration of this Agreement.

III. Premises

a. Subject to the terms and conditions set forth in this Agreement and the City Charter and ordinances, for and in consideration of the covenants and promises expressed herein, the City does hereby grant and convey to Total an easement on the Property during the Term for the use of the Property for the purposes stated herein for the benefit of the Pad Site and of Total and Total's successors and assigns who at any time own rights and interests in and to the Pad Site:

1. A portion of the Property, the description, location, and boundaries of which are depicted in **EXHIBIT B**, attached as a part hereof (the "Traffic Circulation Area"), for purposes of occasional circulation of vehicular traffic during Total's larger Pad Site operations.

2. In accessing and using the Traffic Circulation Area, Total shall comply with all of its obligations and responsibilities under this Agreement and under any and all applicable federal, state, or local law, rule, or ordinance.

3. Total shall notify the City's Project Manager forty-eight (48) hours prior to initiating any access of the Traffic Circulation Area; provided, however, no such notice is required in the case of an emergency as determined by Total in its reasonable judgment. City reserves the right to designate a new Project Manager with written notice to Total.

4. Except as provided in Section VI.b below with regard to fencing, Total shall do all work and furnish all labor, equipment, and materials necessary to fully allow its access as provided for in this Agreement. City shall not be responsible for any costs associated with this Agreement, including, but not limited to, any costs for construction, labor, equipment, or materials.

IV.
Acceptance of Premises

a. Total takes all portions of the Traffic Circulation Area in "AS IS" condition without any express or implied warranty on the part of the City. Total accepts the Traffic Circulation Area in its present condition, finds it suitable for the purposes intended, and further acknowledges that Total is thoroughly familiar with such condition by reason of personal inspection and does not rely on any representations by the City as to the condition of the Traffic Circulation Area or its suitability for the purposes intended. Total accepts the Traffic Circulation Area subject to any and all previously recorded easements that may have been granted on, along, over, under, or across said property, and releases the City from any and all damages, claims for damages, loss, or liabilities that may be caused to invitees, licensees, contractors, or trespassers by reason of the exercise of such rights or privileges granted in said easements. Total's taking possession of the Traffic Circulation Area shall be conclusive evidence that: (a) the Traffic Circulation Area is suitable for the purposes and uses for which same are granted; and (b) Total waives any and all defects in and to the Traffic Circulation Area. **The City shall not be liable to Total, its agents, employees, contractors, subcontractors, invitees, licensees, or guests for any damage to any person or property due to the acts or omissions of Total, its agents, employees, contractors, or subcontractors, unless, and to the extent, such damage is caused by the gross negligence or willful misconduct of City or its agents, employees, separate contractors, or subcontractors.**

V.
Use Not Exclusive

a. This Agreement and all rights granted to Total herein are strictly non-exclusive. The City reserves the right to enter into and grant other and future licenses, leases, and other authorizations for use of the Property and the Traffic Circulation Area to other persons and entities as the City deems appropriate in accordance with applicable law; provided, however, any such subsequent licenses, leases, and other authorizations shall be subject to this Agreement and that in granting subsequent authorization for use, the City will not allow a use that will unreasonably interfere with the Total's use of the Traffic Circulation Area as provided herein. This Agreement does not establish any priority for the use of the Traffic Circulation Area by Total or by any present or future licensees or other permit holders. In the event of any dispute as to the priority of use of the Traffic Circulation Area, the first priority shall be to the City in the performance of its various functions necessary for the operation of the Clear Fork Lift Station, and thereafter, as between licensees and other permit holders, as determined by the City in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Texas.

VI.
Public Safety

a. Total shall be solely responsible for initiating, maintaining, and supervising all safety and security precautions and programs, including those required by the Texas Commission on Environmental Quality, in connection with Total's use of the Traffic Circulation Area.

b. City shall at City's cost erect a controlled-access entry in the Property's perimeter fencing in the form of a chain link fence. The chain link fence shall be either six (6) feet tall with three strands of barbed wire or eight (8) feet tall without barbed wire. The bottom of the fence must be close enough to the surface grade to prevent human access. The fencing shall be kept secure when not in use. At no time shall any fenced area be left open unless staffed by Total or City personnel. Total shall be allowed to temporarily remove any such fencing in connection with Total's use of the Traffic Circulation Area; provided, however,

Total shall re-install such fencing thereafter. Any removal and re-installation of such fencing by Total shall be at Total's cost and expense.

VII. **Protection of the Environment**

a. Total shall not knowingly, nor permit any third party using the Traffic Circulation Area with the express permission of Total to, use, handle, or store any Hazardous Materials on, under, over, or about the Traffic Circulation Area in violation of any applicable laws. Total shall not handle or store any Hazardous Materials on the Traffic Circulation Area, except that the Total may, in compliance with applicable environmental laws and the terms of this paragraph, use and store Hazardous Materials in such amounts and types that are commonly used in connection with the uses permitted herein, provided, however, that Total specifically agrees to remove any and all such Hazardous Materials on or before the final day of the Term. Total shall not introduce, use, generate, store, accept, or dispose of on, under, or about, transport across, the Traffic Circulation Area any "treatment, storage or disposal facility" or "underground storage tank," as those terms are defined under applicable environmental laws. For purposes of this Agreement, "Hazardous Materials" shall mean potentially dangerous hazardous wastes, toxic substances, or related materials, including, but not limited to, pollutants; asbestos; polychlorinated biphenyl (PCB); petroleum or other fuels (including crude oil or any fraction or derivative thereof); underground storage tanks, and substances considered hazardous, toxic, or the equivalent pursuant to applicable laws. Any Hazardous Materials used by the Total on the Traffic Circulation Area shall be posted on site and a list shall be given to City.

b. Total shall take commercially reasonable steps to avoid creating or aggravating any condition at the Traffic Circulation Area that could present a threat to human health or to the environment.

VIII. **Minimizing Impact to Vegetation and Utilities**

a. Total shall not cut or remove any trees on the Traffic Circulation Area unless otherwise specifically permitted by the City.

a. Prior to conducting any work on the Traffic Circulation Area, Total shall use its best efforts to locate and physically mark all utilities (including, but not limited to, electric lines, waterlines, sewer lines, storm drains and lines, and gas lines) within the Traffic Circulation Area, which shall include but not be limited to, conducting a dig test. With regard to all known water and electric utilities, the City's Project Manager will work with Total to locate and physically mark all such utilities within the Traffic Circulation Area.

b. If Total encounters any utility infrastructure (including, but not limited to, electric lines, waterlines, sewer lines, storm drains and lines, or gas lines) in the course of or in connection with Total's use of the Traffic Circulation Area, Total covenants and agrees to cease operations and install protective matting or other protective measures over or around such utilities in compliance with specifications approved by the City's Project Manager. Following installation of any required protective measures, Total shall contact the City's Project Manager to arrange for inspection and approval by appropriate City personnel.

IX.

Restoration and Repairs of Improvements

a. To the extent any road, curb, gutter, irrigation system, water line, electrical line, utility line, barricade, fence, or other improvement is destroyed, damaged, removed, or altered in connection with Total's activities under this Agreement, Total shall cease all access through the Traffic Circulation Area and immediately contact the City's Project Manager so that the City may assess any such issues. Total shall be responsible and liable for reconstructing, repairing, and restoring any such damage caused by Total's activities under this Agreement in a good and workmanlike manner to a condition that is equal to or better than the one in which such improvement existed prior to such damage. Any restoration required under this section must be completed by Total and inspected and approved by the Project Manager prior to the expiration of the Agreement. Any certifications or licenses required to perform the work set forth in this paragraph must be provided to the City's Project Manager prior to the commencement of such work.

X.

Restoration of Surface and Subsurface of Premises

a. To the extent any portion of the surface or subsurface of the Traffic Circulation Area is damaged or disturbed in connection with Total's activities under this Agreement, Total shall restore the surface or subsurface of the Traffic Circulation Area in a good and workmanlike manner to a condition that is equal to or better than the one in which such improvement existed prior to such damage or disturbance.

XI.

Liability; INDEMNIFICATION.

a. Total agrees to pay City for all damages suffered or incurred by City as a direct result of any of operations on or from the Traffic Circulation Area conducted for or by Total, its agents, employees or representatives, including, but not limited to, all damage or injury to buildings, fences, equipment, and all other property, whether real or personal.

b. **TOTAL AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS CITY, CITY'S MEMBERS, DIRECTORS, OFFICERS, PARTNERS, EMPLOYEES, AGENTS, LEGAL REPRESENTATIVES, AFFILIATES, SUCCESSORS AND ASSIGNS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL SUITS, CLAIMS, DEMANDS, AND CAUSES OF ACTION BROUGHT AGAINST CITY BY A THIRD PARTY AND ANY RESULTING LIABILITIES, LIENS, DAMAGES, LOSSES, REMEDIATION, REMOVAL OR CLEAN-UP OBLIGATIONS, FINES, PENALTIES, JUDGMENTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, COURT COSTS, COSTS OF INVESTIGATION AND ATTORNEYS' FEES) OF ANY NATURE, KIND OR DESCRIPTION WHATSOEVER FOR ANY LOSS OF OR DAMAGE TO PROPERTY OR INJURY TO OR DEATH OF ANY PERSON INCIDENT TO, CAUSED BY, RESULTING FROM OR ARISING OUT OF (A) TOTAL'S EXERCISE OF THE RIGHTS GRANTED HEREIN, OR (B) ANY ACT OR OMISSION OF TOTAL, ANY CONSULTANT, CONTRACTOR, SUBCONTRACTOR, OR AGENT OF TOTAL, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, "CLAIMS").**

THE INDEMNITEES WILL NOT BE LIABLE IN ANY MANNER TO TOTAL OR TO ANY OTHER PARTY AS A RESULT OF THE ACTS OR OMISSIONS OF TOTAL OR ITS CONSULTANTS, AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, OR OTHERS IN OR ON THE PROPERTY OR TRAFFIC CIRCULATION AREA WITH THE EXPRESS PERMISSION OF TOTAL. ALL PERSONAL PROPERTY (INCLUDING WITHOUT

LIMITATION ALL MOTOR VEHICLES) UPON THE PROPERTY OR TRAFFIC CIRCULATION AREA WILL BE AT THE RISK OF TOTAL, AND THE INDEMNITEES WILL NOT BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, EVEN IF SUCH DAMAGE OR THEFT IS DUE IN PART TO THE NEGLIGENCE OF AN INDEMNITEE. NO PARTY WILL HAVE ANY RIGHT OR CLAIM AGAINST ANY INDEMNITEE FOR ANY PROPERTY DAMAGE (WHETHER CAUSED BY NEGLIGENCE OR THE CONDITION OF ALL OR PARTY OF THE PROPERTY) BY WAY OF SUBROGATION OR ASSIGNMENT, TOTAL HEREBY WAIVING AND RELINQUISHING ANY SUCH RIGHT. THE OBLIGATIONS OF TOTAL SET FORTH HEREIN SHALL SURVIVE ANY EXPIRATION OF THIS AGREEMENT.

c. Total covenants and agrees that City shall in no way or under any circumstances be responsible for any property belonging to Total, its members, employees, agents, contractors, subcontractors, invitees, licensees, or trespassers that may be stolen, destroyed, or in any way damaged, and Total **HEREBY INDEMNIFIES AND HOLDS HARMLESS CITY FROM ANY AND ALL SUCH CLAIMS.**

d. Total agrees that City shall not be liable for any loss, injury or damage whatsoever suffered or incurred by Total or Total's agents, employees or representatives while on the Traffic Circulation Area.

XII. **Insurance**

a. Duty to Acquire and Maintain

1. Total shall ensure that a policy or policies of insurance are procured and maintained at all times, in full force and effect, to provide coverages of the types and amounts specified herein, naming the City as an additional insured and covering all public risks related to the use, occupancy, condition, maintenance, existence, or location of the Traffic Circulation Area. The insurance required hereunder may be met by a combination of self-insurance and primary and excess policies. Total shall provide proof of all requirements stated herein to the City prior to accessing the Traffic Circulation Area.

b. Types and Amounts of Coverage Required

1. Commercial General Liability:

- i. \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate, including coverage for the following: (i) Premises Liability; (ii) independent contractors; (iii) products/completed operations; (iv) personal injury; (v) contractual liability; (vi) explosion, collapse, and underground property damage

2. Property Damage Liability:

- i. \$1,000,000.00 per occurrence

3. Umbrella Policy

- i. \$5,000,000.00

4. Intentionally Omitted

5. **Automobile Liability:**

- i. \$1,000,000.00 per accident, including, but not limited to, all owned, leased, hired, or non-owned motor vehicles used in conjunction with the rights granted under this Permit

6. **Worker's Compensation:**

- i. As required by law

7. **Employer's Liability:**

- i. \$1,000,000.00 per accident

c. **Required Coverage**

1. Policies shall not have exclusions that nullify or alter the required lines of coverage, or decrease the limits of said coverages required by this Agreement, unless such endorsements are approved in writing by the City. The policy or policies of insurance shall be endorsed to provide that no material changes in coverage, including, but not limited to, cancellation, termination, non-renewal, or amendment, shall be made without thirty (30) days' prior written notice to the City.

d. **Underwriters and Certificates**

1. Total shall procure and maintain its insurance with underwriters who are authorized to do business in the State of Texas. Within ten (10) business days following execution of this Agreement, Total shall furnish the City with certificates of insurance signed by the respective companies as proof that it has obtained the types and amounts of insurance coverage required herein. In addition, Total shall, on demand, provide the City with evidence that it has maintained such coverage in full force and effect.

e. **Intentionally Omitted**

f. **Waiver of Subrogation**

1. If available, Total shall require any of its contractors' worker's compensation policies to contain a waiver of subrogation endorsement in favor of the City.

g. **No Limitation of Liability**

1. The insurance requirements set forth in this section and any recovery by the City of any sum by reason of any insurance policy required under this Permit shall in no way be construed or affected to limit or in any way affect Total liability to the City or other persons as provided by this Permit or law.

XIII.
Prohibition Against Liens

a. Total shall not do any act or make any contract that may be purported to create or be the foundation of any lien on or any interest in the Property. Any such act, contract, or lien attempted to be created shall

be void. Should any purported lien on the Property be created or filed, Total shall, at its sole expense, liquidate and discharge same within 30 (30) business days after notice from the City to do so.

XIV.
Notices

a. All notices required under this Agreement shall be conclusively determined to have been delivered when (i) hand-delivered to the other party, its agent, employee, servant, or representative, or (ii) received by the other party by reliable overnight courier or United States Mail, postage prepaid, return receipt requested, at the address stated below or to such other address as one party may from time to time notify the other in writing.

To THE CITY:

Leon Wilson
Project Manager
City of Fort Worth Water Department
200 Texas Street
Fort Worth, Texas 76102
(817) 392-2387

With a copy to:

Matthew A. Murray
City Attorney's Office
City of Fort Worth
200 Texas Street
Fort Worth, Texas 76102
(817) 392-8864

TOTAL:

Julie Jones, P.E.
Manager – Regulatory & Real Estate
TEP Barnett USA, LLC
301 Commerce Street, Suite 3701
Fort Worth, TX 76102
Office: (817) 720-1126

With a copy to:

Rich Frazier
Managing Counsel
Total American Services
1201 Louisiana Street, Suite 1800
Houston, TX 77002, USA
Office: (1) 713-647-3566

XV.
Independent Contractor

a. It is expressly understood and agreed that Total shall operate as independent entity in each and every respect hereunder and not as an agent, representative, or employee of the City. Total shall have the exclusive control and the exclusive right to control all details and day-to-day operations and activities relative to operation of its Pad Site and any associated infrastructure and shall be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors, subcontractors, licensees, and invitees. Total acknowledges that the doctrine of *respondent superior* shall not apply as between the City and Total, its officers, agents, servants, employees, contractors, subcontractors, licenses, and invitees. Nothing contained in this Agreement shall be construed as the creation of a partnership or joint enterprise between the City and Total.

XVI.
Prohibition Against Assignment

a. Subject to Article III above, Total may not sell, assign, or otherwise transfer any of its rights or obligations under this Agreement without the prior, written consent of the City; provided, however, this Agreement is appurtenant to and runs with all or any portion of the Property and Pad Site, whether or not this Agreement is referenced or described in any conveyance of all or any portion the Property and Pad Site. Any such attempted assignment without the City's consent shall be void.

XVII.

Compliance with Laws and Regulations

a. In operating under this Agreement, Total agrees to comply with all applicable federal, state, and local laws, regulations, and ordinances, including all City ordinances, charter provisions, and rules, regulations, and requirements of the City's Police, Fire, Code Compliance, Transportation and Public Works, and Health Departments.

b. Total will not knowingly do or suffer to be done anything on said Property during the term of this Agreement in violation of the laws, statutes, ordinances, rules, regulations, charter provisions, directives or other requirements. If the City calls the attention of Total to any such violation on the part of Total or any person employed by or admitted to said Property by Total, Total will immediately (or otherwise as soon as reasonably possible) desist from and correct such violation and/or vacate the Traffic Circulation Area.

XVIII.

Third Parties

a. Nothing in this Agreement shall be construed in any manner to create a cause of action for the benefit of any person not a party to this Agreement, or to create any rights not otherwise existing at law for the benefit of any person not a party to this Agreement. Nothing in this Agreement shall be deemed to constitute a waiver of any immunity or affirmative defense that may be asserted by Total or the City as to any claim of any third party.

XIX.

Force Majeure; Homeland Security

a. If either party is unable, either in whole or part, to fulfill its obligations under this Agreement due to acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies; wars; blockades; insurrections; riots; epidemics; public health crises; earthquakes; fires; floods; restraints or prohibitions by any court, board, department, commission, or agency of the United States or of any state; declaration of a state of disaster or of emergency by the federal, state, county, or City government in accordance with applicable law; issuance of an Imminent Threat Alert or Elevated Threat Alert by the United States Department of Homeland Security or any equivalent alert system that may be instituted by any agency of the United States; any arrests and restraints; civil disturbances; or explosions; or some other reason beyond the party's reasonable control (collectively, "Force Majeure Event"), the obligations so affected by such Force Majeure Event will be suspended only during the continuance of such event. If a Force Majeure Event occurs, the City may, in its sole discretion, close or postpone the opening of its City-owned and operated properties and facilities in the interest of public safety and operate them as the City sees fit.

XX.

Miscellaneous

a. The section headings contained herein are solely for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

b. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action shall lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas - Fort Worth Division.

c. It is understood and agreed that by execution of this Agreement, City does not waive or surrender any of its governmental powers or immunities.

d. By executing this Agreement, Total's agent affirms that he or she is authorized by Total to execute this Agreement and that all representations made herein with regard to Total's identity, address and legal status (corporation, partnership, individual, etc.) are true and correct.

e. This instrument (including all attachments, schedules, and exhibits attached hereto) constitutes the entire understanding and agreement of the City and Total as to use of the Traffic Circulation Area. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with the terms and conditions of this Agreement. This Agreement shall not be amended unless agreed to in writing by both parties.

[signature page follows]

CITY:

TOTAL:

TOTAL E&P USA BARNETT, LLC

By: _____
Dana Burghdoff
Assistant City Manager

By: _____
Name: _____
Title: _____

Date: _____, 2021

Date: _____, 2021

APPROVAL RECOMMENDED:

By: _____
Chris Harder
Water Department Director

APPROVED AS TO FORM AND LEGALITY:

By: _____
Matthew A. Murray
Assistant City Attorney

ATTEST:

By: _____
Mary Kayser
City Secretary

Form 1295: _____

Contract Authorization:

M&C:

Date:

CONTRACT COMPLIANCE MANAGER:

By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.

Leon Wilson, Senior Professional Engineer

EXHIBIT A
THE PROPERTY

EXHIBIT A

THE PROPERTY

**CLEAR FORK LIFT STATION AND FOR
CITY PROJECT NO. 100996
1630 ROGERS ROAD
WILLIAM D. CONNER SURVEY, ABSTRACT NO. 288**

Being a 0.961 acre tract of land situated in the William D. Conner Survey, Abstract No. 288, City of Fort Worth, Tarrant County, Texas, said 0.961 acre tract of land being a portion of an 8.3258 acre tract of land (by deed) and being further described as Tract M 68 deeded to Total E&P USA Barnett, LLC as recorded in County Clerk's File No. D216266568 of the Deed Records of Tarrant County, Texas, said 0.961 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod w/cap stamped "Gorrondona & Associates" set in the northerly line of said 8.3258 acre tract of land, from which a 1/2 inch iron rod found for an angle point in the northerly line of said 8.3258 acre tract of land bears South 71 degrees 32 minutes 37 seconds West, a distance of 83.03 feet;

THENCE North 71 degrees 32 minutes 37 seconds East, with the northerly line of said 8.3258 acre tract of land, a distance of 217.55 feet to a 1/2 inch iron with cap stamped "Votex RPLS 4813" found for the most northerly corner of said 8.3258 acre tract of land;

THENCE South 76 degrees 49 minutes 37 seconds East, with the northerly line of said 8.3258 acre tract of land, a distance of 268.80 feet to a 5/8 inch iron rod w/cap stamped "Gorrondona & Associates" set for corner, from which a 1/2 inch iron with cap stamped "Votex RPLS 4813" found for the most northerly northeast corner of said 8.3258 acre tract of land bears South 76 degrees 49 minutes 37 seconds East, a distance of 221.47 feet;

THENCE South 13 degrees 23 minutes 01 seconds West, a distance of 109.23 feet to a 5/8 inch iron rod w/cap stamped "Gorrondona & Associates" set for corner;

THENCE North 77 degrees 02 minutes 01 seconds West, a distance of 344.36 feet to a 5/8 inch iron rod w/cap stamped "Gorrondona & Associates" set for corner;

THENCE South 71 degrees 28 minutes 06 seconds West, a distance of 84.16 feet to a point for corner;

THENCE North 29 degrees 40 minutes 34 seconds West, a distance of 55.40 feet to the **POINT OF BEGINNING** and containing 0.961 acres or 41,839 square feet of land, more or less.

PROPERTY DESCRIPTION

Being a 0.961 acre tract of land situated in the William D. Conner Survey, Abstract 288, in the County of Tarrant, State of Texas, containing 0.961 acres of land, more or less, being a portion of an 8.3248 acre tract of land (by deed) and being further described as follows: To-wit: The 0.961 acre tract of land, more or less, as recorded in the Public Records of Tarrant County, Texas, File No. 018026048 of the said Records, and being further described as follows: A tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod w/loop stamped "Corrondona & Associates" set in the southerly line of said 8.3248 acre tract of land, from which a 1/2 inch iron rod is set, containing 0.961 acres of land, more or less, as recorded in the Public Records of Tarrant County, Texas, File No. 018026048 of the said Records; and

South 71 degrees 31 minutes 37 seconds East, a distance of 803.03 feet;

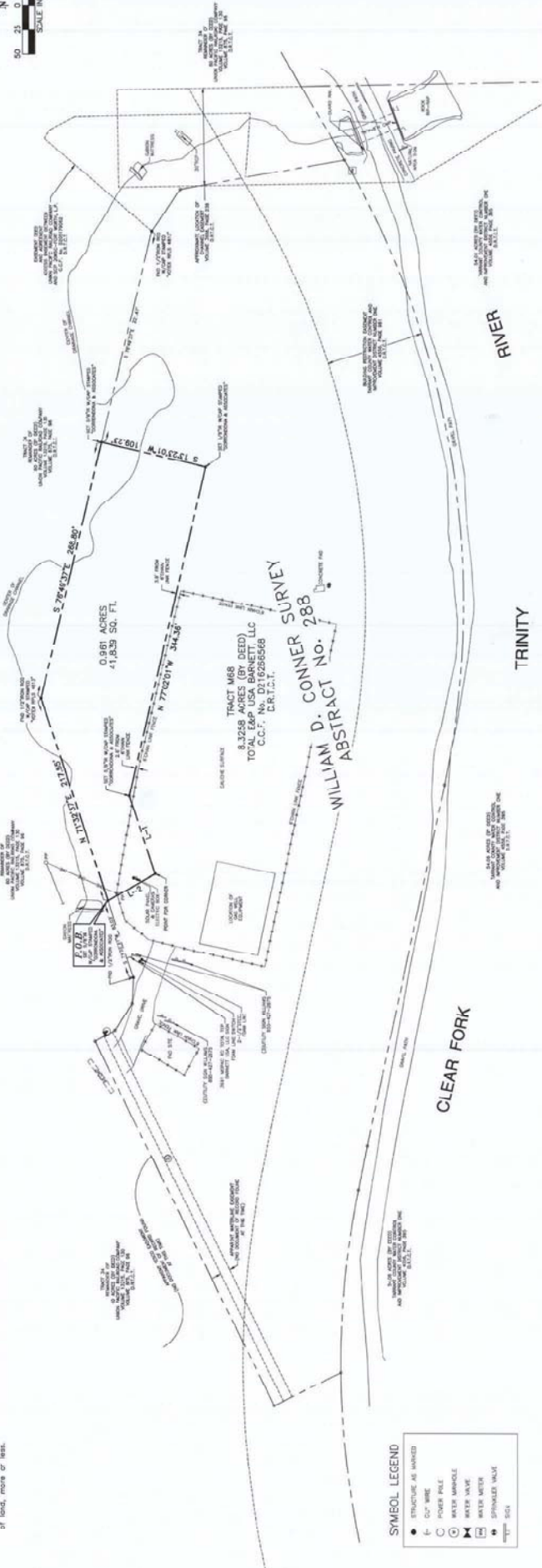
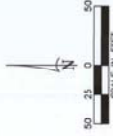
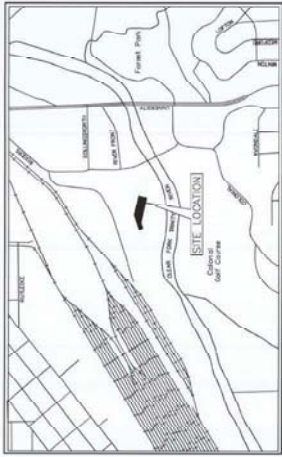
THENCE North 71 degrees 31 minutes 37 seconds East, with the westerly line of said 8.3248 acre tract of land, a distance of 217.55 feet to a 1/2 inch iron rod set in the southerly line of said 8.3248 acre tract of land, from which a 1/2 inch iron rod is set, containing 0.961 acres of land, more or less, as recorded in the Public Records of Tarrant County, Texas, File No. 018026048 of the said Records; and

South 78 degrees 48 minutes 01 seconds West, a distance of 189.23 feet;

THENCE North 77 degrees 02 minutes 01 seconds West, a distance of 344.36 feet to a 5/8 inch iron rod w/loop stamped "Corrondona & Associates" set for corner;

South 71 degrees 26 minutes 56 seconds West, a distance of 84.16 feet to a point for corner;

THENCE North 29 degrees 40 minutes 24 seconds West, a distance of 55.02 feet to a point for corner and containing 0.961 acres of land, more or less, as recorded in the Public Records of Tarrant County, Texas, File No. 018026048 of the said Records.



SYMBOL LEGEND

- STRUCTURE AS MARKED
- 1/2" IRON ROD
- 5/8" IRON ROD
- POWER POLE
- WATER MANDREL
- WATER VALVE
- WATER METER
- SPRINKLER VALVE
- WATER SICK

LINE	BEARING	DISTANCE
L-1	S 71°29'56"	84.16'
L-2	N 29°40'24"W	55.02'

NOTES:

- THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT OR SURVEY CORRECTIONS AND CORRECTIONS MAY BE MADE THAT ARE NOT SHOWN HEREON.
- BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, 2011 (EPOCH 2010.00), NORTH CENTRAL ZONE (4302), ALL BOUNDARIES AND MEASUREMENTS SHOWN ARE 380°FAL.
- SUBMITTED IN THE ORIGINAL MAP 31, 2019



Date: May 20, 2021

William D. Conner
 William D. Conner
 Registered Professional Land Surveyor
 No. 5454
 Texas Firm No. 10106900

BOUNDARY SURVEY
 ON
0.961 ACRE TRACT OF LAND
 WILLIAM D. CONNER SURVEY
 ABSTRACT No. 288
 IN
 TARRANT COUNTY, TEXAS

CITY OF FORT WORTH
 200 TEXAS STREET
 FORT WORTH, TEXAS 76102
 PHONE (817)392-1234

CORRONDONA & ASSOCIATES, INC.
 2800 W. NORTH STREET, SUITE 600
 FORT WORTH, TEXAS 76107
 PHONE (817)498-1424 FAX (817)498-1768

JOS NO. KWA-181600 DATE: MAY 20, 2021 CHK BY: RCS DWG BY: JPH

**CLEAR FORK LIFT STATION AND FORCE MAIN
CITY PROJECT NO. 100996
PARCEL NO. 1 PAE
1630 ROGERS ROAD
WILLIAM D. CONNER SURVEY, ABSTRACT NO. 288**

EXHIBIT "A"

Being a permanent access easement situated in the William D. Conner Survey, Abstract No. 288, City of Fort Worth, Tarrant County, Texas, said permanent access easement being a portion of a 8.3258 acre tract of land (by deed) and being further described as Tract M 68 deeded to Total E&P USA Barnett, LLC as recorded in County Clerk's File No. D216266568 of the Deed Records of Tarrant County, Texas, said permanent access easement being more particularly described by metes and bound as follows:

BEGINNING at a 1/2 inch iron rod with cap stamped "Votex RPLS 4813" found for the most westerly north corner of said 8.3258 acre tract of land;

THENCE South 29 degrees 22 minutes 32 seconds East, with the northerly line of said 8.3258 acre tract of land, a distance of 23.31 feet to a 1/2 inch iron rod found for corner;

THENCE South 57 degrees 31 minutes 41 seconds East, with the northerly line of said 8.3258 acre tract of land, a distance of 32.59 feet to a 5/8 inch iron rod with cap stamped "Gorrondona & Associates" set for corner;

THENCE South 87 degrees 54 minutes 26 seconds East, with the northerly line of said 8.3258 acre tract of land, a distance of 26.23 feet to a 1/2 inch iron rod found for corner;

THENCE North 71 degrees 32 minutes 37 seconds East, with the northerly line of said 8.3258 acre tract of land, a distance of 83.03 feet to a 5/8 inch iron rod with cap stamped "Gorrondona & Associates" set for the northwest corner of a proposed 0.977 acre tract of land;

THENCE South 30 degrees 01 minutes 06 seconds East, with the westerly line of said proposed 0.977 acre tract of land, a distance of 55.89 feet to a railroad spike set for the southwest corner of said proposed 0.977 acre tract of land;

THENCE South 69 degrees 52 minutes 56 seconds West, a distance of 8.46 feet to a point for corner

THENCE South 12 degrees 21 minutes 50 seconds West, a distance of 32.87 feet to a point for corner;

THENCE North 77 degrees 37 minutes 21 seconds West, a distance of 118.09 feet to a point for corner;

THENCE North 65 degrees 29 minutes 59 seconds West, a distance of 56.33 feet to a point for the beginning of a curve to the right having a radius of 96.87 feet, a central angle of 25 degrees 22 minutes 20 seconds, and whose chord bears North 53 degrees 12 minutes 54 seconds West, a distance of 42.55 feet;

THENCE with said curve to the right an arc length of 42.90 feet to a point for corner in the northwesterly line of said 8.3258 acre tract of land, from which a 1/2 inch iron rod with cap stamped "Votex RPLS 4813" found for the most westerly corner of said 8.3258 acre tract of land bears South 53 degrees 35 minutes 53 seconds West, a distance of 365.14 feet;

THENCE North 63 degrees 35 minutes 53 seconds East, with the northwesterly line of said 8.3258 acre tract of land, a distance of 48.90 feet to the **POINT OF BEGINNING** and containing 9,481 square feet or 0.218 acres of land, more or less.

Notes:

- (1) A plat of even survey date herewith accompanies this legal description.
- (2) All bearings and coordinates are referenced to the Texas Coordinate System, NAD-83, The North Central Zone 4202, all distances and areas shown are surface.

Date: January 08, 2020



Curtis Smith
Registered Professional Land Surveyor
No. 5494
Texas Firm No. 10106900

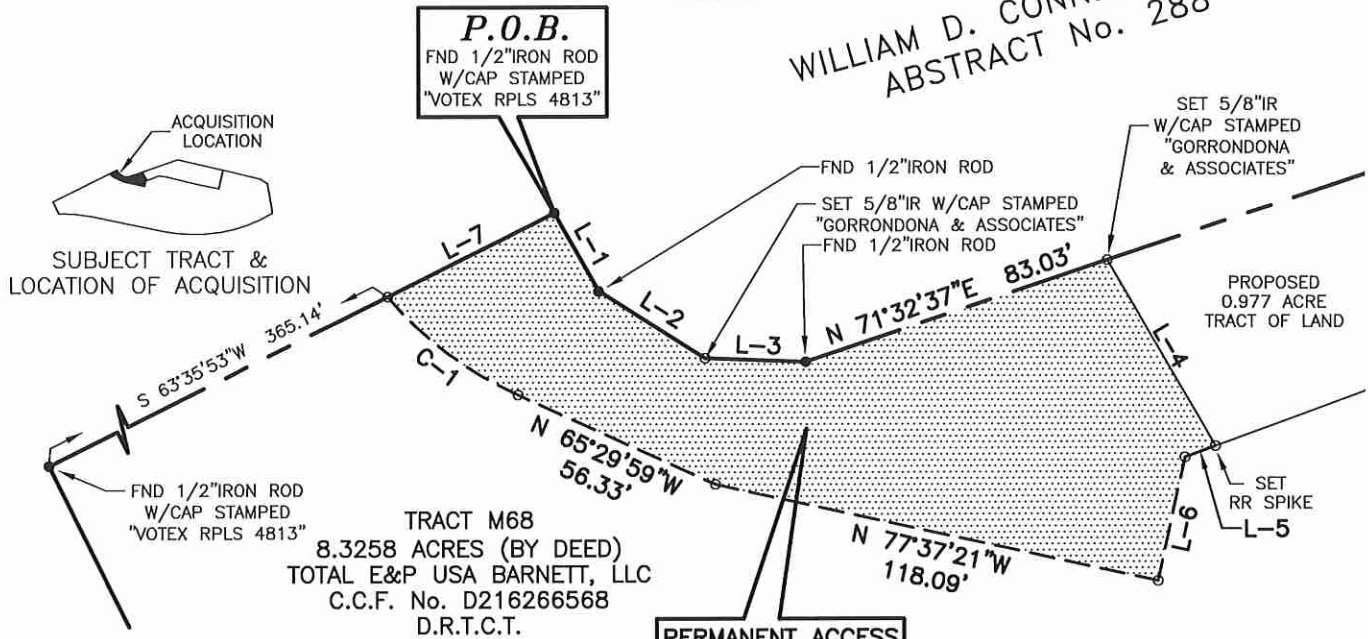


EXHIBIT "B"

PARCEL No. 1 PAE

TRACT 34
REMAINDER OF
60 ACRES (BY DEED)
UNION PACIFIC RAILROAD COMPANY
VOLUME 13215, PAGE 130
VOLUME 875, PAGE 96
D.R.T.C.T.

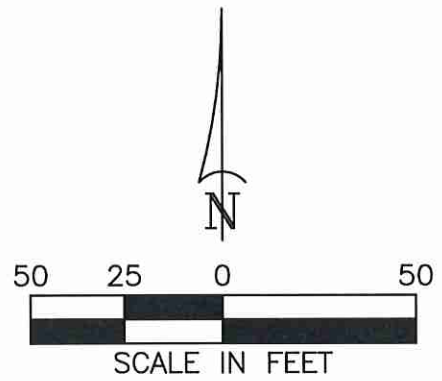
WILLIAM D. CONNER SURVEY
ABSTRACT No. 288



LINE TABLE		
LINE	BEARING	DISTANCE
L-1	S 29°22'32"E	23.31'
L-2	S 57°31'41"E	32.59'
L-3	S 87°54'26"E	26.23'
L-4	S 30°01'06"E	55.89'
L-5	S 69°52'56"W	8.46'
L-6	S 12°21'50"W	32.87'
L-7	N 63°35'53"E	48.90'

CURVE TABLE					
CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C-1	96.87'	25°22'20"	N 53°12'54"W	42.55'	42.90'

NOTES:
1. A LEGAL DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT.
2. BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, 2011 (EPOCH 2010.00), NORTH CENTRAL ZONE (4202). ALL DISTANCES AND AREAS SHOWN ARE SURFACE.

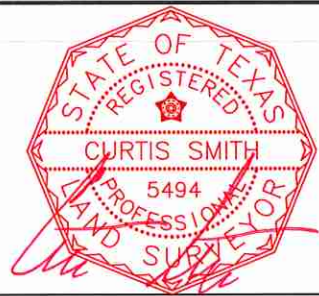


City of Fort Worth

200 TEXAS STREET • FORT WORTH, TEXAS 76102

CLEAR FORK LIFT STATION AND FORCE MAIN

PARCEL NO. 1 PAE	CITY PROJ. NO. 100996
PERMANENT ACCESS EASEMENT	
OWNER: TOTAL E&P USA BARNETT, LLC	
SURVEY: WILLIAM D. CONNER SURVEY, ABSTRACT NO. 288	
LOCATION: CITY OF FORT WORTH, TARRANT COUNTY, TEXAS	
ACQUISITION AREA: 9,481 SQUARE FEET OR 0.218 ACRES	
WHOLE PROPERTY ACREAGE: 8.3258 ACRES (BY DEED)	



CURTIS SMITH
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5494 TEXAS FIRM No. 10106900

JOB No. KHA_1816.00	DRAWN BY: JPH	CAD FILE: PARCEL 1PAE.DWG
DATE: JANUARY 08, 2020	EXHIBIT B PAGE 1 OF 1	SCALE: 1" = 50'

EXHIBIT B
TRAFFIC CIRCULATION AREA

