

Tariff for Retail Delivery Service Oncor Electric Delivery Company LLC

6.3 Agreements and Forms

Applicable: Entire Certified Service Area
Effective Date: August 19, 2019

Page 1 of 4
Revision: Original

6.3.4 Discretionary Service Agreement

This Discretionary Service Agreement ("Agreement") is made and entered into August 23, 2022, by **Oncor Electric Delivery Company LLC** ("Company"), a Delaware limited liability company, and **The City of Fort Worth, Texas** ("Customer"), each hereinafter referred to individually as "Party" or both referred to collectively as the "Parties". In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. Discretionary Services to be Provided: Company agrees to provide, and Customer agrees to pay for the following discretionary services in accordance with this Agreement.

Company agrees to remove and replace its existing lattice tower #11/2 in the Benbrook - Forest Hill 138 kV Transmission Line, located on the western side of the intersection of McCart Ave. and Altamesa Blvd. in South Fort Worth, with an estimated 100' tall above ground line tubular steel monopole 138 kV transmission structure. The new steel pole will be located on the western side/face of the existing lattice tower. The 4 existing piers of the lattice tower will be removed to a depth of 3' below the existing ground line. The cost of the replacement is estimated to be **\$398,600.00**. Company requests that Customer commit per this agreement to install guard rails along the south side of its proposed north bound turn lane during construction for the protection of the existing lattice tower and new steel pole structure, and Customer agrees to do so. Additionally, Company reserves the right to install steel pipe bollards for the new pole's protection, if Company so desires.

Customer agrees that it will purchase from Company, two parcels of land in fee title, with Tract One containing approximately 0.795 acre and Tract Two containing approximately 0.786 acre for a total of 1.581 acres of land, both situated in the J. M. B Smith Survey, Abstract 1412, City of Fort Worth, Tarrant County, Texas and more specifically shown and described by metes and bounds on **Exhibits "A" & "B"** attached hereto and incorporated herein (the "Property"). The special warranty deed conveying the Property will be substantially in the form attached as **Exhibit "C"** and incorporated herein. Customer shall close on the purchase of the Property no later than October 6, 2022 ("Closing Date"), and the purchase price of the Property shall be **\$52,000.00**. At the closing of the Property on the Closing Date, Customer agrees to execute a transmission easement to Company in substantially the form attached as **Exhibit "D"** and incorporated herein.

Customer and Company understand that Customer has the Project, defined below, that needs to start construction prior to the Discretionary Services being provided in accordance with this Agreement and the Closing Date. Company agrees that it will license the Property to Customer to allow Customer's Project, defined below, to move forward. Thus, upon execution of this Agreement, Customer, and the Texas Department of Transportation as Customer's contractor and only to the extent necessary, shall have a license for the right to use the Property to complete Customer's construction project generally described as follows: Roadway intersection safety improvements including relocation of the westbound and eastbound left turn lanes crossing Property, (the "Project"), until the Closing Date, after which the license becomes void. However, if Customer has not purchased the Property on or before the Closing Date, Customer agrees that it will promptly remove all materials and appurtenances and restore the Property to its original condition. During the Project, Customer agrees to allow Company any access it needs to the Property to maintain Company's facilities located on the Property or perform any Discretionary Services associated with this Agreement.

2. Nature of Service and Company's Retail Delivery Service Tariff -- Any discretionary services covered by this Agreement will be provided by Company, and accepted by Customer, in accordance with applicable Public Utility Commission of Texas ("PUC") Substantive Rules and Company's Tariff for Retail Delivery Service (including the Service Regulations contained therein), as it may from time to time be fixed and approved by the PUC ("Company's Retail Delivery Tariff"). During the term of this Agreement, Company is entitled to discontinue service, interrupt service, or refuse service initiation requests under this Agreement in accordance with applicable PUC Substantive Rules and Company's Retail Delivery Tariff. Company's Retail Delivery Tariff is part of this Agreement to the same extent as if fully set out herein. Unless otherwise expressly stated in this Agreement, the terms used herein have the meanings ascribed thereto in Company's Retail Delivery Tariff.

3. Discretionary Service Charges -- Charges for any discretionary services covered by this Agreement are determined in accordance with Company's Retail Delivery Tariff. Company and Customer agree to comply with PUC or court orders concerning discretionary service charges.

4. Term and Termination -- This Agreement becomes effective on execution by both parties and continues in effect until completion of discretionary services. Termination of this Agreement does not relieve Company or Customer of any obligation accrued or accruing prior to termination.

5. No Other Obligations -- This Agreement does not obligate Company to provide, or entitle Customer to receive, any service not expressly provided for herein. Customer is responsible for making the arrangements necessary for it to receive any further services that it may desire from Company or any third party.

**Tariff for Retail Delivery Service
Oncor Electric Delivery Company LLC**

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Page 2 of 4
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6. Governing Law and Regulatory Authority -- This Agreement was executed in the State of Texas and must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof. This Agreement is subject to all valid, applicable federal, state, and local laws, ordinances, and rules and regulations of duly constituted regulatory authorities having jurisdiction.

7. Amendment --This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced to writing and executed by the Parties. But changes to applicable PUCT Substantive Rules and Company's Retail Delivery Tariff are applicable to this Agreement upon their effective date and do not require an amendment of this Agreement.

8. Entirety of Agreement and Prior Agreements Superseded -- This Agreement, including all attached Exhibits, which are expressly made a part hereof for all purposes, constitutes the entire agreement and understanding between the Parties with regard to the service(s) expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein. This Agreement replaces all prior agreements and undertakings, oral or written, between the Parties with regard to the subject matter hereof, and all such agreements and undertakings are agreed by the Parties to no longer be of any force or effect. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein, which agreements are unaffected by this Agreement.

9. Notices -- Notices given under this Agreement are deemed to have been duly delivered if hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, to:

(a) If to Company:

Oncor Electric Delivery Company LLC
Attn: Wayne Wright, SR/WA
777 Main Street
Suite 707-1334
Ft. Worth, Texas 76102
Wayne.wright@oncor.com
817-948-5970

With copy to:

Jessica Sangsvang
Legal Department
Oncor Electric Delivery
777 Main Street
Suite 707-749
Ft. Worth Texas 76102
Jessica.sangsvang@oncor.com
817-215-5563

(b) If to Customer:

The City Fort Worth
Attn: _____
Address
Fort Worth, TX 76102

The above-listed names, titles, and addresses of either Party may be changed by written notification to the other.

10. Invoicing and Payment – Invoices for any discretionary services covered by this Agreement will be mailed by Company to the following address (or such other address directed in writing by Customer), unless Customer is capable of receiving electronic invoicing from Company, in which case Company is entitled to transmit electronic invoices to Customer.

The City Fort Worth
Attn: _____
City Address
Fort Worth, TX 76102

Tariff for Retail Delivery Service Oncor Electric Delivery Company LLC

6.3 Agreements and Forms

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Page 3 of 4

Revision: Original

If Company transmits electronic invoices to Customer, Customer must make payment to Company by electronic funds transfer. Electronic invoicing and payment by electronic funds transfer will be conducted in accordance with Company's standard procedures. Company must receive payment by the due date specified on the invoice. If payment is not received by the Company by the due date shown on the invoice, a late fee will be calculated and added to the unpaid balance until the entire invoice is paid. The late fee will be 5% of the unpaid balance per invoice period.

11. **No Waiver** -- The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties.

12. **Taxes** -- All present or future federal, state, municipal, or other lawful taxes (other than federal income taxes) applicable by reason of any service performed by Company, or any compensation paid to Company, hereunder must be paid by Customer.

13. **Headings** -- The descriptive headings of the various articles and sections of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.

14. **Multiple Counterparts** -- This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

15. **Other Terms and Conditions** -- NOTWITHSTANDING ANYTHING ELSE CONTAINED IN THIS AGREEMENT TO THE CONTRARY, THE PARTIES HEREBY AGREE THAT:

15.1 Relocation Costs.

(a) Customer shall pay to Company the Total Costs incurred by Company in connection with providing the discretionary services. The term "Total Costs" shall include reasonable material costs, labor costs, taxes and tax treatment (including income, sales, or other), design, and construction contractor costs, transportation costs, overheads, purchasing and storage expenses as well as reasonable costs, including attorney's fees, if applicable, which may be incurred in the process of obtaining final unappeasable Public Utility Commission of Texas ("PUCT") approval for relocation of a portion of the Existing Line, and reasonable surveying costs. Company reserves the right to reasonably adjust and modify the Total Costs from time to time after the effective date of this Agreement by providing written notice to Customer of the same, and Customer agrees to accept and acknowledge any resulting adjustments and modifications to the Total Costs;

(b) The Total Costs under this Agreement are estimated to be **\$398,600.00** ("Estimated Costs"). The Estimated Costs are subject to adjustment by Company pursuant to Section 15.1(a). The Total Costs may be more or less than the Estimated Costs; and

(c) For the purposes of securing the performance of Customer under the terms and provisions of this Agreement, Customer shall deliver to Company, upon the execution of this Agreement by all parties, an amount equal to 100% of the Estimated Costs in order to engineer, secure materials and construct. Within Thirty (30) days after completion of the discretionary services or after all associated relocation project costs have been received, Company shall deliver to Customer a statement of the Total Costs. In the event that the sum of the Payment exceeds the Total Costs as shown on the statement, Company shall refund, without interest, said balance along with the final statement; and

(d) Customer shall provide all necessary easements and easement modifications on a form acceptable to Company a minimum one month prior to the commencement of the construction described hereunder. Company shall have no obligation to commence performance of the Discretionary Services, other than the Design Work, until Company has received all such easements and easement modifications. After completion of Discretionary Services, Company will release portion or portions of the existing easement across Customer property no longer required to operate and maintain the transmission line.

15.2 Completion Date. Customer acknowledges and agrees that certain work to be performed hereunder will require the Company to temporarily remove equipment from service in order to perform relocation activities for Customer. Such activities will require the Company to request a Planned Outage. Customer acknowledges that ERCOT has sole authority for scheduling such Planned Outage. Further, Customer acknowledges that the approval or issuance of any such Planned Outage is subject to the authority of ERCOT to cancel or reschedule such Planned Outages and to the Company's regulatory obligations and service responsibilities as an electric utility.

**Tariff for Retail Delivery Service
Oncor Electric Delivery Company LLC**

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Company intends to begin the Project during the fall of 2023, and Company shall in good faith attempt to complete the services as soon as reasonably possible thereafter, but does not commit to a date certain for such completion.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be sign by their respective duly authorized representatives.

Company:

Oncor Electric Delivery Company LLC

BY: _____

Name: Matthew Ponce

Title: Senior Director - Transmission Engineering

Date: _____

Customer:

City of Fort Worth

BY: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "A"

VARIABLE WIDTH RIGHT-OF-WAY EASEMENT

34,615 SQFT OR 0.795 ACRES OF LAND

J.M.B. SMITH SURVEY, ABSTRACT 1412

CITY OF FORT WORTH, TARRANT COUNTY TEXAS

LOT 5R, BLOCK 202
WEDGWOOD ADDITION
VOL. 388-134, PG. 02
P.R.T.C.T.

LOT 6D2, BLOCK 202
WEDGWOOD ADDITION
INST. NO. D213235062
O.P.R.T.C.T.

LOT 6A, BLOCK 202
WEDGWOOD ADDITION
VOL. 388-164, PG. 52
P.R.T.C.T.

LOT 1, BLOCK 202
WEDGWOOD ADDITION
VOL. 388-54, PG. 11&12
P.R.T.C.T.

ALTA MESA BLVD.
(VARIABLE WIDTH ROW)
S 84°18'15" E 487.00'

RIGHT-OF-WAY
EASEMENT
34,615 SQUARE FEET
OR 0.795 ACRES

McCART AVE.
(120' RIGHT-OF-WAY)

S 39°35'59" W
90.31'

7-41/100 ACRE TRACT
TEXAS ELECTRIC SERVICE COMPANY
VOL. 2917, PG. 22
(INST. No. D155066835)
D.R.T.C.T.

POB

N: 6921222.31
E: 2316610.01

POC

N: 6921156.56
E: 2316749.89

TRACT B-2-R-1,
BLOCK 295
WEDGWOOD ADDITION
VOL. 388-152, PG. 07
P.R.T.C.T.

TRACT B-1, BLOCK 293
WEDGWOOD ADDITION
VOL. 388-104, PG. 905
P.R.T.C.T.

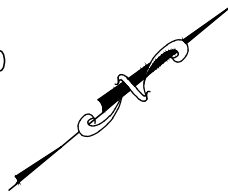
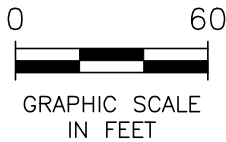
J.M.B. SMITH SURVEY
ABSTRACT No. 1412

LEGEND:

- POB POINT OF BEGINNING
- POC POINT OF COMMENCING
- IRF IRON ROD FOUND
- CM CONTROLLING MONUMENT

NOTES:

1. LEGAL DESCRIPTION OF EVEN DATE ACCOMPANIES THIS EASEMENT DRAWING.
2. BEARINGS REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE, NAD '83, VERTICAL DATUM NAVD 88. HAVING A COMBINED SCALE FACTOR OF 0.9998650767 AND CONVERGENCE ANGLE OF 0°37'02" FROM THE POINT OF COMMENCING.



SHIELD
ENGINEERING GROUP

TBPE FIRM #F-11039 - TBPLS FIRM #10193890

1600 West 7th Street, Suite 200, Fort Worth, TX 76102 • 817.810.0696

Robert P. Allen

ROBERT P. ALLEN
R.P.L.S. No. 6495
DATED: 06-10-2021

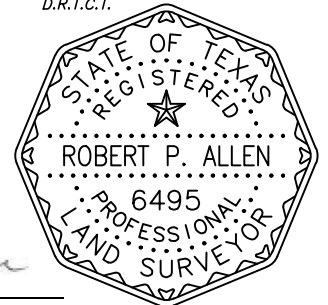


EXHIBIT "B"

VARIABLE WIDTH RIGHT-OF-WAY EASEMENT

34,615 SQFT OR 0.795 ACRES OF LAND

J.M.B. SMITH SURVEY, ABSTRACT 1412

CITY OF FORT WORTH, TARRANT COUNTY TEXAS

BEING A TRACT OF LAND SITUATED IN THE J.M.B. SMITH SURVEY, ABSTRACT NUMBER 1412, CITY OF FORT WORTH, TARRANT COUNTY COUNTY, TEXAS, AND BEING A PORTION OF A CERTAIN TRACT OF LAND DESCRIBED BY DEED TO TEXAS ELECTRIC SERVICE COMPANY (HEREIN CALLED TESCO TRACT) AS RECORDED IN VOLUME 2656, PAGE 501, DEED RECORDS, TARRANT COUNTY, TEXAS, (D.R.T.C.T.) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 1/2 INCH IRON ROD FOUND BEING IN THE SOUTH RIGHT-OF-WAY LINE OF ALTA MESA BOULEVARD (A VARIABLE WIDTH RIGHT-OF-WAY) AND BEING THE COMMON NORTHWEST CORNER OF TRACT B-1, BLOCK 239, WEDGEWOOD ADDITION, AN ADDITION TO THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, AS SHOWN ON THE PLAT THEREOF AND RECORDED IN VOLUME 388-104, PAGE 905, PLAT RECORDS, TARRANT COUNTY, TEXAS, (P.R.T.C.T.) AND THE COMMON WITH THE NORTHEAST CORNER OF TRACT B-2-R-1, BLOCK 293, WEDGEWOOD ADDITION, AN ADDITION TO THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, AS SHOWN ON THE PLAT THEREOF AND RECORDED IN VOLUME 388-152, PAGE 07, P.R.T.C.T.;

THENCE NORTH 64°49'37" WEST, A DISTANCE OF 154.57 FEET TO THE POINT OF BEGINNING BEING IN THE SOUTH LINE OF SAID TESCO TRACT;

THENCE NORTH 05°41'45" EAST, OVER AND ACROSS THE SAID TESCO TRACT, A DISTANCE OF 74.95 FEET TO A POINT FOR CORNER IN THE NORTH LINE OF THE SAID TESCO TRACT;

THENCE SOUTH 84°18'15" EAST, WITH THE NORTH LINE OF SAID TESCO TRACT A DISTANCE OF 487.00 FEET TO THE NORTHEAST CORNER OF THE SAID TESCO TRACT AND BEING IN COMMON WITH THE NORTHWEST CORNER OF A CALLED 7-41/100 ACRE TRACT OF LAND AS DESCRIBED BY DEED TO TEXAS ELECTRIC SERVICE COMPANY AND RECORDED IN VOLUME 2917, PAGE 22, (D.R.T.C.T.);

THENCE SOUTH 39°35'59" WEST, WITH THE EAST LINE OF THE AFORESAID TESCO TRACT AND BEING WITH THE WEST LINE OF THE SAID 7-41/100 ACRE TRACT, A DISTANCE OF 90.31 FEET TO THE SOUTHEAST CORNER OF THE AFOREMENTIONED TESCO TRACT AND BEING IN COMMON WITH THE SOUTHWEST CORNER OF THE SAID 7-41/100 ACRE TRACT, FROM WHICH A 1/2 INCH IRON ROD FOUND BEARS SOUTH 76°01'43" WEST, A DISTANCE OF 153.12 FEET;

THENCE NORTH 84°18'13" WEST, WITH THE SOUTH LINE OF SAID TESCO TRACT A DISTANCE OF 436.62 FEET TO THE POINT OF BEGINNING, AND CONTAINING 34,615 SQUARE FEET OR 0.795 ACRES OF LAND MORE OR LESS.

NOTES:

1. EASEMENT DRAWING OF EVEN DATE ACCOMPANIES THIS LEGAL DESCRIPTION.
2. BEARINGS REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE, NAD '83, VERTICAL DATUM NAVD 88. HAVING A COMBINED SCALE FACTOR OF 0.9998650767 AND CONVERGENCE ANGLE OF 0'37'02" FROM THE POINT OF COMMENCING.

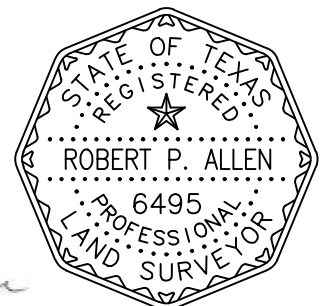


SHIELD
ENGINEERING GROUP

TBPE FIRM #F-11039 - TBPLS FIRM #10193890

1600 West 7th Street, Suite 200, Fort Worth, TX 76102 • 817.810.0696

ROBERT P. ALLEN
R.P.L.S. No. 6495
DATED: 06-10-2021



DRAWING: S:\PROJECTS\2018039.02 ALTA MESA AND MCCART INTERSECTION\01 DRAWINGS\EASEMENT\1803902 E-2 (EAST ROW).DWG SAVED BY: CODY.WATSON DATE: 06/10/2021

2-38/100 ACRE TRACT
TEXAS ELECTRIC SERVICE COMPANY
VOL. 2656, PG. 501
(INST. No. D154000682)
D.R.T.C.T.

EXHIBIT "A"

VARIABLE WIDTH RIGHT-OF-WAY EASEMENT

34,219 SQFT OR 0.786 ACRES OF LAND

J.M.B. SMITH SURVEY, ABSTRACT 1412

CITY OF FORT WORTH, TARRANT COUNTY TEXAS

N 39°35'59" E
90.31'

N 78°18'33" E
145.23'

J.M.B. SMITH SURVEY
ABSTRACT No. 1412

McCART AVE.
(120' RIGHT-OF-WAY)

LOT 5R, BLOCK A
WOODMONT PLAZA ADDITION
INST. NO. D204033270
O.P.R.T.C.T.

LOT 2R2, BLOCK 1
ALTA MESA VILLAGE
ADDITION
INST. NO. D214052737
O.P.R.T.C.T.

RIGHT-OF-WAY
EASEMENT
34,219 SQUARE FEET
OR 0.786 ACRES

ALTA MESA BLVD.
(VARIABLE WIDTH ROW)
S 84°18'15" E 431.32'

N 84°18'13" W 481.69'

1/2 IRF (CM)

POC
N: 6921262.50
E: 2317393.91

LOT 1R-1

LOT 1R-2

LOT 6, BLOCK A
WOODMONT
PLAZA ADDITION
VOL. 388-138,
PG. 94
P.R.T.C.T.

BLOCK 1
ALTA MESA VILLAGE ADDITION
VOL 388-182, PG. 65
P.R.T.C.T.

TEXAS ELECTRIC SERVICE COMPANY
(INST. VOL. 2617, PG. 22
D.R.T.C.T. 0155068655)

S 67°32'46" E
148.58'

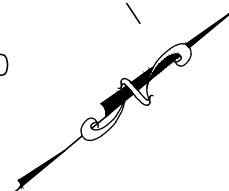
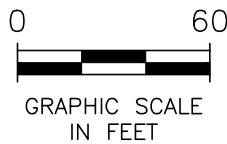
POB
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E: 2317531.23

LEGEND:

- POB POINT OF BEGINNING
- POC POINT OF COMMENCING
- IRF IRON ROD FOUND
- CM CONTROLLING MONUMENT

NOTES:

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2. BEARINGS REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE, NAD '83, VERTICAL DATUM NAVD 88, HAVING A COMBINED SCALE FACTOR OF 0.9998658880 AND CONVERGENCE ANGLE OF 0°37'06" FROM THE POINT OF COMMENCING.



SHIELD

ENGINEERING GROUP

TBPE FIRM #F-11039 - TBPLS FIRM #10193890

1600 West 7th Street, Suite 200, Fort Worth, TX 76102 • 817.810.0696

ROBERT P. ALLEN
R.P.L.S. No. 6495
DATED: 06-10-2021

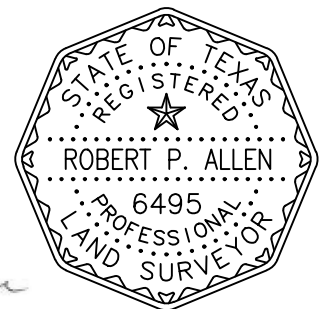


EXHIBIT "B"

VARIABLE WIDTH RIGHT-OF-WAY EASEMENT

34,219 SQFT OR 0.786 ACRES OF LAND

J.M.B. SMITH SURVEY, ABSTRACT 1412

CITY OF FORT WORTH, TARRANT COUNTY TEXAS

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COMMENCING AT A 1/2 INCH IRON ROD FOUND BEING IN THE NORTH RIGHT-OF-WAY LINE OF ALTA MESA BOULEVARD (A VARIABLE WIDTH RIGHT-OF-WAY) AND BEING THE COMMON SOUTHWEST CORNER OF LOT 6, BLOCK A WOODMONT PLAZA ADDITION, AN ADDITION TO THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, AS SHOWN ON THE PLAT THEREOF AND RECORDED IN VOLUME 388-138, PAGE 94, PLAT RECORDS, TARRANT COUNTY, TEXAS (P.R.T.C.T.) AND THE COMMON SOUTHEAST CORNER OF LOT 5R, BLOCK A WOODMONT PLAZA ADDITION, AN ADDITION TO THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, AS SHOWN ON THE PLAT THEREOF AND RECORDED IN INSTRUMENT No. D204033270, OFFICIAL PUBLIC RECORDS, TARRANT COUNTY, TEXAS, (O.P.R.T.C.T.);

THENCE SOUTH 67°32'46" EAST, A DISTANCE OF 148.58 FEET TO THE POINT OF BEGINNING BEING IN THE NORTH LINE OF SAID TESCO TRACT;

THENCE SOUTH 05°41'47" WEST, OVER AND ACROSS THE SAID TESCO TRACT, A DISTANCE OF 74.96 FEET TO A POINT FOR CORNER IN THE SOUTH LINE OF THE SAID TESCO TRACT;

THENCE NORTH 84°18'13" WEST, WITH THE SOUTH LINE OF SAID TESCO TRACT A DISTANCE OF 481.69 FEET TO THE SOUTHWEST CORNER OF THE SAID TESCO TRACT AND BEING COMMON WITH THE SOUTHEAST CORNER OF A CALLED 2-38/100 ACRE TRACT OF LAND AS DESCRIBED BY DEED TO TEXAS ELECTRIC SERVICE COMPANY AND RECORDED IN VOLUME 2656, PAGE 501, (D.R.T.C.T.);

THENCE NORTH 39°35'59" EAST, WITH THE WEST LINE OF THE AFORESAID TESCO TRACT AND BEING WITH THE EAST LINE OF THE SAID 2-3/100 ACRE TRACT, A DISTANCE OF 90.31 FEET TO THE NORTHWEST CORNER OF THE AFOREMENTIONED TESCO TRACT AND BEING COMMON WITH NORTHEAST CORNER OF THE SAID 2-38/100 ACRE TRACT, FROM WHICH A 5/8-INCH IRON ROD FOUND FOR THE EASTERLY SOUTHWEST CORNER OF THE SAID LOT 5R BEARS NORTH 78°18'33" EAST, A DISTANCE OF 145.23 FEET;

THENCE SOUTH 84°18'15" EAST, WITH THE NORTH LINE OF SAID TESCO TRACT A DISTANCE OF 431.32 FEET TO THE POINT OF BEGINNING, AND CONTAINING 34,219 SQUARE FEET OR 0.786 ACRES OF LAND MORE OR LESS.

NOTES:

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2. BEARINGS REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE, NAD '83, VERTICAL DATUM NAVD 88, HAVING A COMBINED SCALE FACTOR OF 0.9998658880 AND CONVERGENCE ANGLE OF 0°37'06" FROM THE POINT OF COMMENCING

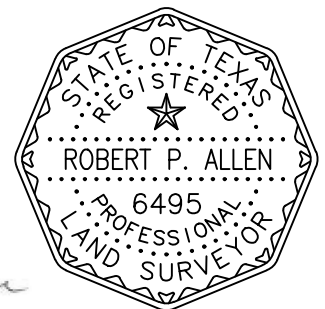


SHIELD
ENGINEERING GROUP

TBPE FIRM #F-11039 - TBPLS FIRM #10193890

1600 West 7th Street, Suite 200, Fort Worth, TX 76102 • 817.810.0696

ROBERT P. ALLEN
R.P.L.S. No. 6495
DATED: 06-10-2021



SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF TARRANT §

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

That **Oncor Electric Delivery Company LLC**, a Delaware limited liability company, ("Grantor"), for and in consideration of the sum of Ten and no/100 dollars (\$10.00), and other valuable consideration to it in hand paid by **The City of Fort Worth, Texas**, ("Grantee"), whose address is _____, the receipt and sufficiency of which are hereby acknowledged, has Granted, Sold and Conveyed, and by these presents does Grant, Sell and Convey unto said Grantee all that certain tract or parcel of land (the "Property") situated in _____ County, Texas, more particularly described in **Exhibits "A" & "B"** attached hereto and made a part hereof for all purposes. Grantor does not own the mineral estate and therefore all of the oil, gas and other minerals in and under the Property are not included in this conveyance; provided, however, to the extent that Grantor does own any interest in such oil, gas or other minerals, it waives all rights of ingress and egress to the surface of the Property for the purpose of exploring, developing, mining or drilling for same.

THIS CONVEYANCE IS EXPRESSLY MADE SUBJECT TO THE FOLLOWING: Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements.

SAVE and EXCEPT, HOWEVER, it is expressly understood and agreed that Grantors are retaining title to the following improvements located on the property described in said Exhibit "A", to wit:

All of those specific electric utility facilities, fixtures, and appurtenances located either upon and/or over the property described in Exhibit "A", with said retained improvements more specifically described an electric transmission power line facility with various attachments and appurtenances, with said improvements to remain in place in accordance with the easement provisions set out in a separate document entitled "Easement and Right of Way" executed by Grantee for the benefit of Grantor

General real estate taxes for 2022 having been prorated to the date of conveyance, Grantee assumes the responsibility for general real estate taxes and special assessments for 2022 and subsequent years not yet due and payable, and any subsequent tax assessment due to a change in land usage or ownership or both.

Grantee hereby expressly acknowledges and agrees that Grantee has thoroughly inspected and examined the property to the extent deemed necessary by Grantee in order to enable Grantee to evaluate the purchase of the Property. Grantee hereby further acknowledges and agrees that Grantee is relying solely upon the inspection, examination, and evaluation of the Property by Grantee, and that Grantee is purchasing the Property on an "AS IS and WITHOUT FAULTS" basis, without representations, warranties or covenants, express or implied, of any kind or nature.

Grantor, for the consideration and subject to the above stated exceptions and reservations from conveyance, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's successors and assigns, to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the above stated exceptions, when the claim is by, through, or under Grantor but not otherwise.

Executed this ___ day of _____, 20__ to be effective the ___ day of _____, 20__

Oncor Electric Delivery Company LLC a Delaware limited liability company

By: _____

Attorney-in-Fact

THE STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF _____

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BEFORE ME, the undersigned authority, a Notary public in and for the State of Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said Oncor Electric Delivery Company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ___ day of _____, 2022

Notary Public in and for the State of Texas

After Recording, Return to:

EXHIBIT "A"
Metes & Bounds Description

EXHIBIT "B"
Survey Plat

EASEMENT AND RIGHT OF WAY

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TARRANT

That, **City of Fort Worth, Texas**, hereinafter called "Grantor," whether one or more, 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 for electric power and communications lines, each consisting of variable number of wires and cables, and all necessary or desirable appurtenances including supporting structures, foundations, guy wires and guy anchorages (the "Facilities") over, under, across and upon all that certain tract(s) of land located in the J. M. B. Smith Survey, Abstract No. 1412, Tarrant County, Texas, more particularly described in Exhibit(s) "A" and "B", attached hereto and made part hereof.

Together with: (1) the right of ingress and egress over and along the easement and right-of-way and over Grantor's adjacent lands to or from the easement and right-of-way, for the purpose of and with the right to construct, operate, improve, reconstruct, replace repair, inspect, patrol, maintain and add or remove such electric power and communications lines or other Facilities as the Grantee may from time to time find necessary, convenient or desirable to erect thereon during the initial construction of the Facilities or at any time thereafter; (2) the right to install gates in all existing and future fences crossing the easement and right-of-way, provided such gates will be installed in a manner that will not weaken such fences; (3) the right to relocate its facilities along the same general direction of said lines; (4) the right to trim and cut down trees and shrubbery on the easement and right-of-way, 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 the Grantee, necessary to prevent possible interference with the operation of said lines or to remove possible hazard thereto; and (5) the right to remove at Grantor's expense or to prevent the construction on the easement and right-of-way of any or all buildings, structures and obstructions.

Should Grantee initially install and construct and operate one circuit of the electric transmission line permitted under the terms of this Easement and Right of Way, it is understood that Grantee shall have the right to install, construct, and operate additional circuits, including additional structures or other Facilities if necessary, of the electric transmission line where Grantee determines, in its sole discretion, that demand for electricity or the efficient operation of the line requires such additional circuits.

Grantor shall not make or cause any changes in grade, elevation, or contour of the land (except those activities, excluding terracing, associated with normal agricultural

activities) within the easement and right-of-way described herein without first providing advance notice and obtaining prior written consent to do so from Grantee. If written consent is not obtained prior to any action by Grantor that causes any changes in grade, elevation, or contour of the land within the easement and right-of-way, Grantor shall, upon demand from Grantee, at Grantor's expense, restore the easement and right-of-way to its previously existing condition, or reimburse Grantee fully for the cost of adjusting its Facilities as necessary to accommodate the change in grade, elevation, or contour of the land within the easement and right-of-way in the event Grantor fails to promptly restore the grade, elevation, or contour to its previously existing condition.

Grantor shall not perform any excavations, trenching, or other soil disturbing activities (except those activities, excluding terracing, associated with normal agricultural activities) that, in the sole judgment of Grantee, will endanger the integrity of the supporting structures and/or foundations or other Facilities, as applicable, or perform any other activities that may, in the sole judgment of Grantee, remove, reduce, or adversely affect or impact the lateral support of the supporting structures and/or foundations or other Facilities, as applicable, without first providing advance notice and obtaining prior written consent to do so from Grantee. If prior written consent is not obtained by Grantor prior to performing any excavation, trenching or other soil disturbing activity that endangers the integrity of the supporting structures or foundations or other Facilities, as applicable, Grantor shall, upon demand from Grantee, at Grantor's expense, restore the easement and right-of-way to its previously existing condition, or reimburse Grantee fully for the cost of adjusting its Facilities as necessary to accommodate the excavation, trenching, or soil disturbing activity in the event Grantor fails to promptly restore the easement and right-of-way to its previously existing condition or cannot do so.

Grantor reserves the right to use the easement and right of way area provided such use shall not include the growing of trees thereon or any other use that might, in the sole judgment of the Grantee, interfere with the exercise by the Grantee of the rights hereby granted. Grantor further reserves the right to lay out, dedicate, construct, maintain and use across said strip such roads, streets, alleys, railroad tracks, underground telephone cables and conduits and gas, water and sewer pipe lines as will not interfere with Grantee's use of said land for the purpose aforesaid, provided all such facilities shall be located at angles of not less than 45 degrees to any of Grantee's lines, and shall be so constructed as to provide with respect to Grantee's Facilities the minimum clearances provided by law and recognized as standard in the electrical industry, as same may change from time to time. Grantor also reserves the right to erect fences not more than 8 feet high across said land, provided all such fences shall have gates, openings, or removable sections at least 16 feet wide which will permit Grantee reasonable access to all parts of said land. Should Grantee later determine that a width greater than 16 feet is necessary, then Grantee shall have the right granted above to install additional or wider gates at its sole discretion, but the installation of such additional or wider gates shall be at the sole expense of Grantee.

Grantor retains all right, title, and interest in and to all oil, gas, and other minerals (whether by law classified as part of the mineral estate or the surface estate) and groundwater in, on, and under the strip or land described herein; provided, however, that

Grantor shall not be permitted to drill for oil, gas, and other minerals, and groundwater from and under said strip of land but Grantor may extract oil, gas, and other minerals, and groundwater from and under said strip of land by directional drilling, mining, or other means, so long as Grantee's use of said strip is not disturbed, which use shall include the right of Grantee to physical and/or lateral support for the Facilities, as well as the right that the Facilities shall not be endangered, obstructed, or interfered with by such operations.

In addition to the consideration above recited for the easement and right-of-way hereby granted, the Grantee will pay to the owner of the land, and, if leased, to his tenant, as they may be respectively entitled for actual damages to fences and growing crops and improvements located on the easement and right-of-way caused by reason of the construction, maintenance, addition or removal of said lines; provided, however, that no such payment will be made for trimming or removal of trees growing on the easement and right-of-way, nor for removal of buildings, structures, or obstructions erected upon the easement and right-of-way after granting of this easement and right-of-way.

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 lines and other 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 heirs, successors or assigns; and Grantor hereby binds Grantor and Grantor's heirs, successors, assigns, and legal representatives, to warrant and forever defend the above described easement and right-of-way unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. This easement may be assigned in whole or in part.

Remainder of Page Intentionally Blank:

EXECUTED this ___ day of _____, 2022 to be effective on the ____ day of _____, 2022

(Corporate Acknowledgment)

STATE OF TEXAS §

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COUNTY OF _____ §

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BEFORE ME, the undersigned authority, on this day personally appeared _____, as the _____ of _____, 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 for the purposes and consideration therein expressed, in the capacity therein stated and he/she is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ___ day of _____, 2022

Notary Public in and for the State of Texas

After recording, return to:

Laura De La Paz
Right of Way Land Records
Oncor Electric Delivery Company
777 Main Street, Suite 707-1311
Fort Worth, Texas 76102