

AGENDA PLACEMENT FORM

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

Date: _____

Meeting Date: 12/21/2023

Submitted By: County Judge's Office

Department: _____

Signature of Elected Official/Department Head:

Court Decision: <small>This section to be completed by County Judge's Office</small>
COMMISSIONERS COURT
DEC 21 2023
Acknowledged

Description:

Acknowledgement of Recorded Closing Documents for 411 Marti Dr., Cleburne, Texas 76031 Including Special Warranty Deed to Johnson County, Special Warranty Deed to City of Cleburne (for Road Portion), Agreement to Terminate Declaration of Covenants and Easements, City of Cleburne Ordinance 2023-79 Accepting Marti Dr. into City Maintenance, and Correction of Easement Agreement-County Judge's Office

(May attach additional sheets if necessary)

Person to Present: _____

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) PUBLIC CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: _____ minutes

Session Requested: (check one)

Action Item Consent Workshop Executive Other _____

Check All Departments That Have Been Notified:

County Attorney IT Purchasing Auditor

Personnel Public Works Facilities Management

Other Department/Official (list) _____

**Please List All External Persons Who Need a Copy of Signed Documents
In Your Submission Email**

NOTICE OF CONFIDENTIALITY RIGHTS: IF ~~Fidelity National Of~~ ⁹⁰⁰⁽²²²³⁰⁵²⁸⁹ ~~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.

CORRECTION EASEMENT AGREEMENT

Reference is made to that certain Easement Agreement dated December 30, 2019, executed by the Grantor and Grantee identified herein below and recorded as Clerk's File No. 2019-35476, in the Official Public Records of Johnson County, Texas (the "**Original Easement Agreement**").

Grantor and Grantee hereby execute and record this instrument to correct an inadvertant error in the Original Easement Agreement, such inadvertant error being the omission of EXHIBIT E in the Original Easement Agreement. The parties executing this instrument have personal knowledge of facts relevant to the correction of the Original Easement Agreement, the basis of which is such parties' agreement to the Original Easement Agreement.

Date: December 30, 2019

Grantor: 421 BIO, LLC

Grantor's Mailing Address: 425 Houston Street, Suite 550, Fort Worth, Texas 76102

Grantee: TEP BARNETT USA, LLC

Grantee's Mailing Address: 1201 Louisiana Street, Suite 1800, Houston, Texas 77002

Consideration: \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor.

1. **Grant of Easements:**

a. **Tower Easement.** Grantor, for the Consideration and subject to the terms and provisions of this Easement Agreement (this "**Agreement**"), grants, sells, and conveys to Grantee and Grantee's successors and assigns a private, exclusive easement over, above, under, on, and across that certain area (the "**Tower Easement Area**") described and depicted on EXHIBIT A of this Agreement for the purpose (the "**Tower Easement Purpose**") of installing, repairing, maintaining, replacing, and operating one cell tower, and for no other purpose, and for the benefit of that certain property (the "**Grantee's Property**") described on EXHIBIT D of this Agreement, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "**Tower Easement**"). The Tower Easement shall be for a fixed term of fifty (50) years, commencing on the Date of this Agreement and expiring on the fiftieth (50th) anniversary of the Date of this Agreement. Grantee shall not be permitted to allow third-party operators to use the Tower Easement for commercial purposes unrelated to serving Grantee or affiliated entities of Grantee. Grantor shall give Grantee at least thirty (30) days' prior written notice of any vertical

improvements to be constructed or installed on Grantor's property that will be greater than twenty-four feet (24') in height from the surface of such property.

b. Access Easement. Grantor, for the Consideration and subject to the terms and provisions of this Agreement, grants, sells, and conveys to Grantee and Grantee's successors and assigns a private, non-exclusive easement over, under, on, and across that certain area (the "**Access Easement Area**") described on EXHIBIT B of this Agreement and depicted in EXHIBIT A of this Agreement for the purpose (the "**Access Easement Purpose**") of providing free and unobstructed vehicular and pedestrian access to the Tower Easement Area from Marti Drive (a/k/a Bentley Drive), together with the right of installing, repairing, maintaining, replacing, and operating a driveway thereon with controlled access to the Tower Easement Area, and for the benefit of Grantee's Property, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "**Access Easement**"). The Access Easement shall be coterminous with the Tower Easement, being a fixed term of fifty (50) years, commencing on the Date of this Agreement and expiring on the fiftieth (50th) anniversary of the Date of this Agreement.

c. Vault Easement. Grantor, for the Consideration and subject to the terms and provisions of this Agreement, grants, sells, and conveys to Grantee and Grantee's successors and assigns a private, exclusive easement over, above, under, on, and across two areas within the Buried Cable Easement Area (defined below), each depicted as "Vault" in EXHIBIT C of this Agreement, for the purpose (the "**Vault Easement Purpose**") of installing, repairing, maintaining, replacing, and operating one vault within and for no other purpose, and for the benefit of Grantee's Property, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "**Vault Easement**"). Grantee shall not be permitted to allow third-party operators to use the Vault Easement for commercial purposes unrelated to serving Grantee or affiliated entities of Grantee.

d. Buried Cable Easement. Grantor, for the Consideration and subject to the terms and provisions of this Agreement, grants, sells, and conveys to Grantee and Grantee's successors and assigns a private, non-exclusive easement over, under, on, and across that certain area (the "**Buried Cable Easement Area**") described on EXHIBIT C of this Agreement for the purpose (the "**Buried Cable Easement Purpose**") of installing, repairing, maintaining, replacing, and operating buried cable and related conduit to and from each said "Vault" to serve Grantee's Property, and for the benefit of Grantee's Property, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "**Buried Cable Easement**").

e. Collective Definitions. The Tower Easement, the Access Easement, the Vault Easement, and the Buried Cable Easement are collectively the "**Easements**". The Tower Easement Area, the Access Easement Area, and the Buried Cable Easement Area are collectively the "**Easement Areas**". The Tower Easement Purpose, the Access Easement Purpose, the Vault Easement Purpose, and the Buried Cable Easement Purpose are collectively the "**Easement Purposes**".

f. Habendum; Special Warranty; Exceptions to Warranty. Grantor grants the Easements to Grantee to have and to hold the Easements to Grantee and Grantee's successors and assigns forever, subject to the terms and provisions of this Agreement. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend the title to the Easements in

Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the Easements or any part thereof, except as to the matters listed on EXHIBIT E of this Agreement, to the extent that such claim arises by, through, or under Grantor but not otherwise.

2. **Terms and Conditions:** The following terms and conditions apply to the Easements granted by this Agreement:

a. **Character of Easements.** The Easements are appurtenant to and run with all or any portion of the Grantee's Property, whether or not the Easements are referenced or described in any conveyance of all or such portion of the Grantee's Property. The Easements are irrevocable. The Easements are for the benefit of Grantee and Grantee's successors and assigns who at any time own the Grantee's Property, and part thereof, or any interest in the Grantee's Property (as applicable, each a "***Holder***").

b. **Reservation of Rights.** Grantor reserves for Grantor and Grantor's successors and assigns the right to continue to use and enjoy the surface of the Access Easement Area and Buried Cable Easement Area (the "***Non-Exclusive Easement Areas***") for all purposes that do not interfere with or interrupt the use or enjoyment of the Access Easement and the Buried Cable Easement by Holder for the Access Easement Purpose and the Buried Cable Easement Purpose. Grantor reserves for Grantor and Grantor's successors and assigns the right to use all or part of the Non-Exclusive Easement Areas in conjunction with Holder and the right to convey to others the right to use all or part of the Non-Exclusive Easement Areas in conjunction with Holder, as long as such further conveyance is subject to the terms of this Agreement. Neither Grantor nor Grantor's successor and assigns shall interfere with or interrupt the use or enjoyment of the Easement Areas by Holder for the Easement Purposes.

c. **Improvement and Maintenance of Easement Area.** Improvement and maintenance of the Tower Easement Area and the Access Easement Area will be at the sole expense of Holder. Holder has the right to eliminate any encroachments into the Tower Easement Area and the Access Easement Area. Holder must maintain Tower Easement Area and the Access Easement Area in a neat and clean condition.

d. **Equitable Rights of Enforcement.** The Easements may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this Agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

e. **Attorney's Fees.** If Grantor, Grantee, or any Holder retains an attorney to enforce this Agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

f. **Binding Effect.** This Agreement binds, benefits, and may be enforced by the parties and their respective heirs, successors, and permitted assigns.

g. Choice of Law. This Agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easements Area is located.

h. Counterparts. This Agreement may be executed in multiple counterparts. All counterparts taken together constitute this Agreement.

i. Waiver of Default. A default is not waived if the non-defaulting party fails to declare default immediately or delays in taking any action with respect to the default. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by law.

j. Further Assurances. Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this Agreement and all transactions contemplated by this Agreement.

k. Indemnity. Each party agrees to indemnify, defend, and hold harmless the other party from any loss, attorney's fees, expenses, or claims attributable to breach or default of any provision of this Agreement by the indemnifying party. The obligations of the parties under this provision will survive termination of this Agreement.

l. Survival. The obligations of the parties in this Agreement that cannot be or were not performed before termination of this Agreement survive termination of this Agreement.

m. Entire Agreement. This Agreement and any exhibits are the entire agreement of the parties concerning the Easements and the grant of the Easements by Grantor to Grantee. There are no representations, agreements, warranties, or promises, and neither party is relying on any statements or representations of the other party or any agent of the other party, that are not in this Agreement and any exhibits.

n. Legal Construction. If any provision in this Agreement is unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. This Agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

o. Notices. Any notice required or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be given (whether received or not) the earlier of receipt or three business days after being deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, or e-mail and will be effective when received. Any address for notice may be changed by written notice given as provided herein.

END OF PAGE – SIGNATURE PAGE FOLLOWS

GRANTOR:

421 BIO, LLC
a Texas limited liability company

By: [Signature]
Name: Cody Harbrough
Title: Managing Member

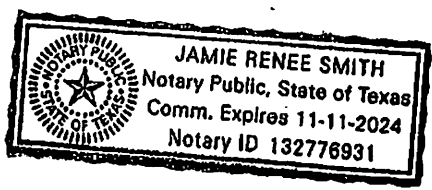
STATE OF TEXAS §
 §
COUNTY OF Johnson §

The foregoing instrument was acknowledged before me this 4th day of August, 2023, by Cody Harbrough ^{managing} ~~member~~ of 421 Bio, LLC, a Texas limited liability company, on behalf of 421 BIO, LLC, a Texas limited liability company.

[Signature]
Notary Public, State of Texas

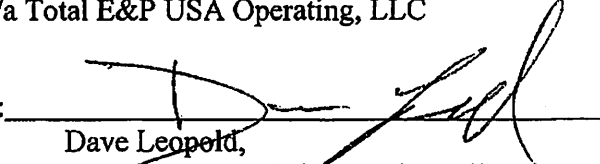
My Commission Expires: November 11, 2024

Seal:




GRANTEE:

TEP BARNETT USA, LLC,
a Delaware limited liability company
f/k/a Total E&P USA Operating, LLC

By: 
Dave Leopold,
President and Chief Executive Officer

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 27 day of ~~April~~ ^{November}, 2023, by Dave Leopold, President and Chief Executive Officer of TEP BARNETT USA, LLC, a Delaware limited liability company, on behalf of TEP BARNETT USA, LLC, a Delaware limited liability company.


Notary Public, State of Texas

My Commission Expires: 8/29/2026

Seal:

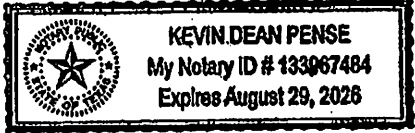


EXHIBIT A

TOWER EASEMENT AREA

Description of a proposed easement tract, lying and being situated in the City of Cleburne, Johnson County, Texas in the A. McAnier Survey, A-537, being part of Lot 3, Block 1 of Marti-Bentley Subdivision recorded in Volume 10, Page 768, Slide F, Plat Records and called 9.898 acres in a deed to Total E & P USA Operating, LLC, being of record in File #27990, Official Records of Johnson County, Texas, said easement being more particularly described, as follows:

BEGINNING at a chain link fence corner for the south corner of this easement tract, a "X" found in concrete at the northeast corner of Lot 3, Block 1, bears North 51 degrees 38 minutes 43 seconds East, 304.71 feet;

THENCE along the southwest line of this easement tract, North 60 degrees 11 minutes 04 seconds West, 51.00 feet to a chain link fence corner for the west corner of this easement tract;

THENCE along the northwest line of this easement tract, North 35 degrees 18 minutes 43 seconds East, 50.91 feet to a chain link fence corner for the north corner of this easement tract;

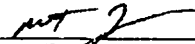
THENCE along the northeast line of this easement tract, South 59 degrees 43 minutes 45 seconds East, at 18.54 feet pass the west corner of a 20' wide access easement surveyed this date out of said original tract and continuing for a total distance of 49.92 feet to a chain link fence corner for the east corner of this easement tract;

THENCE along the southeast line of this easement tract, South 34 degrees 08 minutes 15 seconds West, 50.42 feet to the PLACE OF BEGINNING, containing 0.06 acre of land, more or less.

Reference is hereby made to a separate plat bearing even date herewith.
Bearings are based on the Texas Coordinate System of 1927, North Central Zone 4202, as obtained by GPS observations.

Prepared by Lampe Surveying, Inc for Total E&P USA Operating, LLC from an on the ground survey.

Dated this the 8th day of November, 2019.


Matt D. Lampe
R.P.L.S. No. 5429
Lampe Surveying, Inc



2422-19
2422 Tower Easement

EXHIBIT A CONTINUED ON NEXT PAGE

EXHIBIT B

ACCESS EASEMENT AREA

Description of a proposed access easement, lying and being situated in the City of Cleburne, Johnson County, Texas in the A. McAnier Survey, A-537, being part of Lot 3, Block 1 of Marti-Bentley Subdivision recorded in Volume 10, Page 768, Slide F, Plat Records and called 9.898 acres in a deed to Total E & P USA Operating, LLC, being of record in File #27990, Official Records of Johnson County, Texas, said easement being more particularly described, as follows:

BEGINNING at the northeast corner of this access easement tract, being in a south margin of Marti Drive, a "X" found in concrete at the northeast corner of Lot 3, Block 1, bears North 58 degrees 59 minutes 22 seconds East, 66.40 feet;

THENCE along the southeast lines of this access easement tract, as follows:
South 11 degrees 13 minutes 35 seconds West, 33.79 feet;
South 30 degrees 35 minutes 21 seconds West, 40.48 feet;
South 66 degrees 26 minutes 17 seconds West, 31.12 feet;
South 77 degrees 58 minutes 39 seconds West, 64.51 feet; and
South 68 degrees 02 minutes 25 seconds West, 43.35 feet to the south corner of this access easement tract;

THENCE along the south line of this access easement tract, North 59 degrees 43 minutes 45 seconds West, 25.30 feet to the west corner of this access easement tract, the north corner of a 0.06 acre tower easement surveyed this date out of said original tract, bears North 59 degrees 43 minutes 45 seconds West, 18.54 feet;


THENCE along the northwest lines of this access easement tract, as follows:
North 68 degrees 02 minutes 25 seconds East, 60.59 feet;
North 77 degrees 58 minutes 39 seconds East, 64.23 feet;
North 66 degrees 26 minutes 17 seconds East, 22.63 feet;
North 30 degrees 35 minutes 21 seconds East, 30.59 feet; and
North 11 degrees 13 minutes 35 seconds East, 27.43 feet to the northwest corner of this access easement tract, being in a south margin of Marti Drive;

THENCE along the north line of this access easement tract, being in a counterclockwise curve of said Marti Drive, having a radius of 60.00 feet, an arc length of 20.31 feet, and a chord of South 87 degrees 08 minutes 49 seconds East, 20.22 feet to the PLACE OF BEGINNING, containing 0.10 acre of land, more or less.

Reference is hereby made to a separate plat bearing even date herewith.
Bearings are based on the Texas Coordinate System of 1927, North Central Zone 4202, as obtained by GPS observations.

Prepared by Lampe Surveying, Inc for Total E&P USA Operating, LLC from an on the ground survey.

Dated this the 8th day of November, 2019.


Matt D. Lampe
R.P.L.S. No. 5429
Lampe Surveying, Inc

2422-19
2422 Access Easement



EXHIBIT C

BURIED CABLE EASEMENT AREA

Description of a proposed 10' wide utility easement, lying and being situated in the City of Cleburne, Johnson County, Texas in the A. McAnier Survey, A-537, being part of Lot 2R, Block 2 of Marti Bentley Subdivision recorded in Volume 10, Page 102, Slide C-620, Plat Records and in a deed to Total E & P USA Operating, L.L.C, being of record in File #27990, Official Records of Johnson County, Texas, said easement being more particularly described, as follows:

BEGINNING at the upper northeast corner of this easement tract, being on the south line of an existing 8' utility easement, a 1/2" iron rod found at the northeast corner of said Lot 2R, bears North 86 degrees 52 minutes 07 seconds East, 137.20 feet;

THENCE along northeasterly lines of this easement tract, as follows:
South 00 degrees 31 minutes 22 seconds East, 4.71 feet;
South 31 degrees 55 minutes 08 seconds West, 39.50 feet;
South 44 degrees 15 minutes 49 seconds East, 202.56 feet; and
North 87 degrees 49 minutes 52 seconds East, 6.72 feet to the lower northeast corner of this easement tract on the west line of an existing 8' utility easement;

THENCE along the east line of this easement tract, South 00 degrees 31 minutes 23 seconds West, 10.01 feet to the southeast corner of this easement tract;

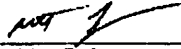
THENCE along the southwesterly lines of this easement tract, as follows:
South 87 degrees 49 minutes 52 seconds West, 10.69 feet;
North 44 degrees 15 minutes 49 seconds West, 214.84 feet;
North 31 degrees 55 minutes 08 seconds East, 44.43 feet; and
North 00 degrees 31 minutes 22 seconds West, 1.92 feet to the northwest corner of this easement tract;

THENCE along the north line of this easement tract, South 89 degrees 47 minutes 20 seconds East, 10.00 feet to the PLACE OF BEGINNING, containing 0.06 acre or 2,627 square feet of land, more or less.

Reference is hereby made to a separate plat bearing even date herewith.
Bearings are based on the Texas Coordinate System of 1927, North Central Zone 4202, as obtained by GPS observations.

Prepared by Lampe Surveying, Inc for Total E&P USA Operating, LLC from an on the ground survey.

Dated this the 8th day of November, 2019.



Matt D. Lampe
R.P.L.S. No. 5429
Lampe Surveying, Inc



2422-19
Utility Easement

EXHIBIT C CONTINUED ON NEXT PAGE

EXHIBIT D

GRANTEE'S PROPERTY

Lot 1R1 and 1R2, Block Two, of the Minor Plat Lots 2R, 1R1 and 1R2, Block Two, Marti-Bentley Subdivision, recorded in Volume 10, Page 102, Slide C-620 in the Official Public Records, Johnson County, Texas; and

Lot 1R, Block One, of the Replat showing Lots 1R-3, Block 1, Marti-Bentley Subdivision, recorded in Volume 10, Page 768, Slide F in the Plat Records of Johnson County, Texas.

EXHIBIT E

PERMITTED EXCEPTIONS

1. The following restrictive covenants of record itemized below:
 - a. under Clerk's File No(s). 2013-26908, Real Property Records, Johnson County, Texas.
 - b. under Clerk's File No(s). 2016-26833, Real Property Records, Johnson County, Texas.
 - c. Volume 4477, Page 543, Real Property Records, Johnson County, Texas.
 - d. Omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
2. Building setback lines, easements, and/or other matters as disclosed by Plat recorded in Volume 10, Page 102, Slide C-620, Plat Records, Johnson County, Texas, including, but not limited to, as follows:
 - a. 1.15' Building Line - North
 - b. 8' Utility Easements - North, East and West
 - c. 20' Utility Easement - South
 - d. Shown and Noted on Survey dated December 05, 2019, by Trans Texas Surveying and Mapping, prepared by Robert L. Young Registered Professional Land Surveyor #5400, Job: 20190127
3. Building setback lines, easements, and/or other matters as disclosed by Plat recorded in Volume 10, Page 768, Slide F, Plat Records, Johnson County, Texas, as follows:
 - a. 8' Utility Easements
 - b. 50' City Drainage and Utility Easement
 - c. 10' Utility Easements
 - d. 10' Building Line and Utility Easement
 - e. 20' Utility Easement
 - f. 10' Drainage Easement

g. Shown and Noted on Survey dated December 05, 2019, by Trans Texas Surveying and Mapping, prepared by Robert L. Young Registered Professional Land Surveyor #5400, Job: 20190127

4. Easement(s) and rights incidental thereto, as granted in a document:

Granted to: City of Cleburne
Purpose: As provided in said document
Recording Date: March 12, 1973
Recording No: Volume 601, Page 207, Deed Records, Johnson County, Texas

Shown and Noted on Survey dated December 05, 2019, by Trans Texas Surveying and Mapping, prepared by Robert L. Young Registered Professional Land Surveyor #5400, Job: 20190127

5. Easement(s) and rights incidental thereto, as granted in a document:

Granted to: Leon Greer and wife, Dorothy Greer
Purpose: As provided in said document
Recording Date: May 14, 1984
Recording No: Volume 1010, Page 713, Real Property Records, Johnson County, Texas

Shown and Noted on Survey dated December 05, 2019, by Trans Texas Surveying and Mapping, prepared by Robert L. Young Registered Professional Land Surveyor #5400, Job: 20190127

6. Terms, conditions and stipulations as contained in that certain Controlled Access Highway Facility Deed filed of record February 27, 1991, recorded in Volume 1534, Page 942, Real Records, Johnson County, Texas.

Shown and Noted on Survey dated December 05, 2019, by Trans Texas Surveying and Mapping, prepared by Robert L. Young Registered Professional Land Surveyor #5400, Job: 20190127

7. Easement(s) and rights incidental thereto, as granted in a document:

Granted to: Texas Utilities Electric Company
Purpose: As provided in said document
Recording Date: April 2, 1996 Recording No: Volume 1951, Page 977, Real Property Records, Johnson County, Texas

Shown and Noted on Survey dated December 05, 2019, by Trans Texas Surveying and Mapping, prepared by Robert L. Young Registered Professional Land Surveyor #5400, Job: 20190127

8. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated March 30, 2004, by and between L.O. Bentley, as Lessor, and Hallwood Energy Corporation, as Lessee, recorded April 27, 2004 at Volume 3277, Page 1 of the Official Records of Johnson County, Texas.

9. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument dated July 19, 2006, recorded July 21, 2006 at Volume 3857, Page 435 of the Official Records of Johnson County, Texas.

10. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument dated July 31, 2006, recorded September 6, 2006 at Volume 3893, Page 625 of the Official Records of Johnson County, Texas.
11. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated August 1, 2006, by and between Chesapeake Royalty, LLC, as Lessor, and Chesapeake Exploration, limited partnership, as Lessee, recorded September 6, 2006 at Volume 3893, Page 629 of the Official Records of Johnson County, Texas.
12. Easement(s) and Matters contained in that certain document

Entitled: Easement and Right-of-Way Agreement
Executed by: Chesapeake Energy Corporation to Texas Midstream Gas Services, LLC
Recording Date: October 28, 2008
Recording No: Volume 4477, Page 543, Real Property Records, Johnson County, Texas, shown on Plat recorded in Volume 10, Page 768, Slide F, Plat Records, Johnson County, Texas.

Reference is hereby made to said document for full particulars.

Shown and Noted on Survey dated December 05, 2019, by Trans Texas Surveying and Mapping, prepared by Robert L. Young Registered Professional Land Surveyor #5400, Job: 20190127

13. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument dated December 28, 2010, recorded December 29, 2010 at under Clerk's File No(s). 2010-36663 of the Official Records of Johnson County, Texas.
14. Easement(s) and rights incidental thereto, as reserved in a document;

Reserved by: City of Cleburne
Purpose: As provided in said document
Recording Date: August 27, 2012
Recording No: under Clerk's File No(s). 2012-19966, Real Property Records, Johnson County, Texas

Shown and Noted on Survey dated December 05, 2019, by Trans Texas Surveying and Mapping, prepared by Robert L. Young Registered Professional Land Surveyor #5400, Job: 20190127

15. Easement(s) and Matters contained in that certain document

Entitled: Declaration of Covenants and Easements
Dated: November 6, 2013
Executed by: Chesapeake Land Development Company, LLC, Chesapeake Land, LLC, and HOLT Texas, Ltd.
Recording Date: November 6, 2013
Recording No: under Clerk's File No(s). 2013-26908, Real Property Records, Johnson County, Texas

Reference is hereby made to said document for full particulars.

Noted on Survey dated December 05, 2019, by Trans Texas Surveying and Mapping, prepared by

Robert L. Young Registered Professional Land Surveyor #5400, Job: 20190127

16. Matters contained in that certain document

Entitled: Assignment, Bill of Sale and Conveyance
Dated: November 1, 2016
Executed by: Chesapeake Exploration, LLC, MC Mineral Company, LLC, Chesapeake Land Development Company, LLC, Chesapeake Operating, LLC, Chesapeake Royalty, LLC, and Midcon Compression, LLC to Total E&P USA Operating, LLC, a Delaware limited liability company .
Recording Date: November 14, 2016
Recording No: under Clerk's File No(s). 2016-27988, Real Property Records, Johnson County,

Reference is hereby made to said document for full particulars.

Noted on Survey dated December 05, 2019, by Trans Texas Surveying and Mapping, prepared by Robert L. Young Registered Professional Land Surveyor #5400, Job: 20190127

17. Easements, Covenants, Conditions and Restrictions contained in that certain document

Entitled: Declaration of Easements and Covenants
Dated: October 31, 2016
Executed by: Chesapeake Land Development Company, LLC, an Oklahoma limited liability company
Recording Date: October 31, 2016
Recording No: under Clerk's File No(s). 2016-26833, Real Property Records, Johnson County, Texas

Reference is hereby made to said document for full particulars.

Noted on Survey dated December 05, 2019, by Trans Texas Surveying and Mapping, prepared by Robert L. Young Registered Professional Land Surveyor #5400, Job: 20190127

18. Any adverse claim based upon the assertion that:

- a. Said Land or any part thereof is now or at any time has been below the highest of the high watermarks of West Fork Buffalo Creek, in the event the boundary of said West Fork Buffalo Creek has been artificially raised or is now or at any time has been below the high watermark, if said West Fork Buffalo Creek is in its natural state.
- b. Some portion of said Land has been created by artificial means or has accreted to such portion so created.
- c. Some portion of said Land has been brought within the boundaries thereof by an avulsive movement of West Fork Buffalo Creek, or has been formed by accretion to any such portion.

19. Easement(s) and rights incidental thereto, as granted in a document:

Granted to: TEP Barnett USA, LLC, a Delaware limited liability company
Purpose: As provided in said document
Recording Date: November 25, 2019
Recording No: under Clerk's File No. 2019-32128, Real Property Records, Johnson County, Texas

Shown and Noted on Survey dated December 05, 2019, by Trans Texas Surveying and Mapping, prepared by Robert L. Young Registered Professional Land Surveyor #5400, Job: 20190127

20. Easement(s) and rights incidental thereto, as granted in a document:

Granted to: Oncor Electric Delivery Company LLC., a Delaware limited liability company
Purpose: As provided in said document
Recording Date: November 25, 2019
Recording No: under Clerk's File No. 2019-32128, Real Property Records, Johnson County, Texas

**Johnson County
April Long
Johnson County
Clerk**

Instrument Number: 2023 - 33601

eRecording - Real Property

Correction

Recorded On: December 05, 2023 01:29 PM

Number of Pages: 19

" Examined and Charged as Follows: "

Total Recording: \$94.00

******* THIS PAGE IS PART OF THE INSTRUMENT *******

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2023 - 33601
Receipt Number: 20231205000096
Recorded Date/Time: December 05, 2023 01:29 PM
User: Leslie S
Station: ccl83

Record and Return To:

Corporation Service Company



**STATE OF TEXAS
COUNTY OF JOHNSON**

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Johnson County, Texas.

April Long
Johnson County Clerk
Johnson County, TX

April Long