

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**

Fidelity National GF# 9001222300287

SPECIAL WARRANTY DEED

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.

Date: October 30, 2023.

Grantor: TOTALENERGIES E&P BARNETT USA, LLC,
a Delaware limited liability company
f/k/a TEP Barnett USA, LLC

Grantor's Mailing Address: 301 Commerce Street, Suite 3701
Fort Worth, Texas 76102

Grantee: CITY OF CLEBURNE, TEXAS, a Texas home-rule
municipal corporation located in Johnson County, Texas.

Grantee's Mailing Address: P.O. Box 677, Cleburne, Texas, 76033

Consideration: \$10.00 and other good and valuable consideration, including
the maintenance of the property by the City of Cleburne

Property (including any improvements):

Approximately 1.3952 acres of land out of the A. McAnier Survey, Abstract No. 537, situated in Johnson County, Texas, and being more particularly described in Exhibit "A" attached hereto and incorporated herein.

Reservations and Exceptions to Conveyance and Warranty:

(a) For Grantor and Grantor's heirs, successors, and assigns forever, a reservation is hereby made of all oil, gas, and other minerals in and under and that may be produced from the Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from it. Grantor waives and conveys to Grantee the right of ingress and egress to and from the surface of the Property relating to the portion of the mineral estate owned by Grantor. Nothing herein, however, restricts or prohibits the pooling or unitization of the portion of the mineral estate owned by Grantor with land other than the Property; or the exploration or production of the oil, gas, and other minerals by means of wells that are drilled or mines that open on land other than the Property but enter or bottom under the surface of the Property at depths of and below five hundred feet (500').

(b) For Grantor and Grantor's heirs, successors, and assigns forever, a reservation is hereby made of a perpetual subsurface easement under and through the Property at depths of and below five hundred feet (500') for the placement of an unlimited number of well bores from oil or gas wells the surface locations of which are situated on tracts of land other than the Property, for the purpose of developing oil, gas and other minerals in and under the Property and/or any other lands, regardless of whether such other lands are pooled with or located near the Property.

(c) For Grantor and Grantor's heirs, successors, and assigns forever, a reservation is hereby made for the rights to use subsurface reservoirs and pore space in which to inject, dispose, sequester and/or store oil, gas and other minerals located in, on or under the Property at depths of and below five hundred feet (500') but only to the extent, in each case that any such use, injection, disposal, storage, sequestration or storage must be accomplished without disturbing the surface of the Property or any improvements now or hereafter situated thereon and in compliance with all applicable laws.

(d) The conveyance and warranty herein is subject to all matters evident on the ground, shown on any survey provided to or obtained by Grantee, or which would have been shown by a current ALTA Land Title Survey, including, without limitation, any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements; and all documents and instruments of record in the real property records of Johnson County, Texas.

Grantor, for the Consideration and subject to the Reservations and Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto and improvements thereon in any way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise.

BY ITS ACCEPTANCE OF THIS SPECIAL WARRANTY DEED, GRANTEE AGREES THAT GRANTEE IS TAKING THE PROPERTY "AS IS," "WHERE IS" AND "WITH ALL FAULTS" AND WITH ANY AND ALL LATENT AND PATENT DEFECTS, AND THAT THERE IS NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE (INCLUDING, WITHOUT LIMITATION, WARRANTIES WITH RESPECT TO HABITABILITY, MARKETABILITY, USE OR FITNESS FOR A PARTICULAR PURPOSE) MADE BY GRANTOR WITH RESPECT TO THE PROPERTY (EXCEPT AS PROVIDED IN THIS SPECIAL WARRANTY DEED), ALL OTHER REPRESENTATIONS AND WARRANTIES, BOTH EXPRESS AND IMPLIED, ARE HEREBY EXPRESSLY DISCLAIMED AND DENIED. BY ITS ACCEPTANCE OF THIS SPECIAL WARRANTY DEED, GRANTEE ACKNOWLEDGES THAT IT HAS BEEN GIVEN ADEQUATE TIME TO CONDUCT WHATEVER EXAMINATION, EVALUATIONS, INSPECTIONS, REVIEWS, STUDIES OR TESTS OF THE PROPERTY AND ITS CONDITION AS GRANTEE MAY DESIRE OR DETERMINE WARRANTED, AND THAT

GRANTEE IS NOT RELYING ON ANY REPRESENTATION, WARRANTY, STATEMENT OR OTHER ASSERTION WITH RESPECT TO THE PROPERTY OR ITS CONDITION BY GRANTOR (EXCEPT AS PROVIDED IN THIS SPECIAL WARRANTY DEED) OR ANY OF GRANTOR'S AFFILIATES OR ANY MEMBER, OFFICER, DIRECTOR, TRUSTEE, AGENT, EMPLOYEE OR OTHER PERSON ACTING OR PURPORTING TO ACT ON BEHALF OF GRANTOR OR ANY OF ITS AFFILIATES, BUT GRANTEE IS RELYING SOLELY ON ITS OWN EXAMINATION, EVALUATIONS, INSPECTIONS, REVIEWS, STUDIES OR TESTS OF THE PROPERTY.

WITHOUT LIMITING THE PROVISIONS OF PRECEDING PARAGRAPH, BY ITS ACCEPTANCE OF THIS SPECIAL WARRANTY DEED, GRANTEE EXPRESSLY RELEASES AND DISCHARGES GRANTOR AND ITS AFFILIATES, MEMBERS, PARTNERS, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, ATTORNEYS, AGENTS, BROKERS AND CONTRACTORS FROM ANY AND ALL OBLIGATIONS, CLAIMS, ADMINISTRATIVE PROCEEDINGS, JUDGMENTS, DAMAGES, FINES, COSTS, AND LIABILITIES ARISING OUT OF OR RELATING TO THE PHYSICAL CONDITION OF THE PROPERTY OR ANY PORTION THEREOF (COLLECTIVELY, THE "CLAIMS") (WHETHER KNOWN OR UNKNOWN, AND WHETHER CONTINGENT OR LIQUIDATED), INCLUDING, BUT NOT LIMITED TO, THE ENVIRONMENTAL CONDITION WHICH SHALL INCLUDE, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGICAL CONDITION OF, AND ANY ENVIRONMENTAL RISK RELATING TO, THE PROPERTY, WHETHER THE SAME ARE A RESULT OF NEGLIGENCE OR OTHERWISE. The release set forth in this paragraph specifically includes any Claims under any Environmental Laws or with respect to any Environmental Risk. "Environmental Laws" means all applicable legal requirements regarding health, safety or the environment and includes, but is not limited to, the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§ 9601 et seq.), the Emergency Planning and Community Right to Know Act (42 U.S.C. §§ 11001 et seq.), the Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Clean Water Act (33 U.S.C. §§ 1251 et seq.), the Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 et seq.), the Occupational Safety and Health Act (29 U.S.C. §§ 651 et seq.), the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §§ 136 et seq.), and the Safe Drinking Water Act (42 U.S.C. §§ 300f et seq.), as any of the same may be amended from time to time, and any other state or local law dealing with environmental matters, and any regulations, orders, rules, procedures, guidelines and the like promulgated in connection therewith, regardless of whether the same are in existence on the date of this Special Warranty Deed. IT IS SPECIFICALLY INTENDED BY GRANTOR AND GRANTEE THAT THE RELEASE CONTAINED HEREIN BE WITHOUT LIMIT, IRRESPECTIVE OF THE CAUSE OR CAUSES OF ANY SUCH CLAIMS (INCLUDING, WITHOUT LIMITATION, PRE EXISTING CONDITIONS, STRICT LIABILITY OR THE NEGLIGENCE OF ANY PARTY OR PARTIES [INCLUDING GRANTOR], WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE). An "Environmental Risk" consists of (a) the presence of any asbestos or asbestos containing materials, (b) the presence, Release, threatened Release, discharge, or threatened discharge of any radioactive materials or "hazardous substance" or "hazardous waste"

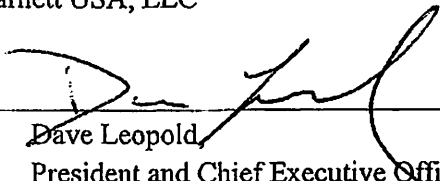
(as defined by any Environmental Laws), or (c) the presence, Release, threatened Release, discharge, or threatened discharge of any oil or other substance containing polychlorinated biphenyl (as defined in 40 CFR 761.3). "Release" shall mean, without limitation, any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment (including the abandonment or discarding of barrels, containers and other closed receptacles).

When the context requires, singular nouns and pronouns include the plural.

EXECUTED AND DELIVERED on this the 30 day of October, 2023.


GRANTOR:

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

By: 
Dave Leopold,
President and Chief Executive Officer

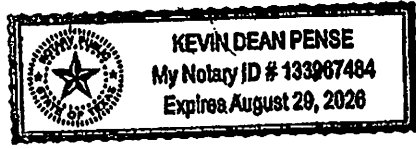
STATE OF TEXAS §
 §
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me on October 30, 2023, by Dave Leopold, President and Chief Executive Officer of **TOTALENERGIES E&P BARNETT USA, LLC**, a Delaware limited liability company, on behalf of **TOTALENERGIES E&P BARNETT USA, LLC**, a Delaware limited liability company.


Notary Public, the State of Texas

Kevin Dean Pense
Type or Print Notary's Name

My Commission Expires: 8/29/2026



AFTER RECORDING RETURN TO:
Taylor, Olson, Adkins, Sralla & Elam, LLP
Attn: Ashley D. Dierker
6000 Western Place, Suite 200
Fort Worth, Texas 76107

Exhibit A

Continued on Next Pages

LEGAL DESCRIPTION

BEING a 1.3952 acre (60,774 square foot) tract of land situated in the A. McAnier Survey, Abstract No. 537, City of Cleburne, Johnson County, Texas, and being all of Marti Drive (Bentley Drive), a previously dedicated right-of-way as shown on the plat of The Marti-Bentley Subdivision, an addition to the City of Cleburne according to the plat recorded in Volume 8, Page 209, Plat Records, Johnson County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found for the northeast corner of Lot 1R2, Block 2, Marti-Bentley Subdivision, an addition to the City of Cleburne according to the plat recorded in Volume 10, Page 102, said Plat Records, and being at the intersection of the south line of said Marti Drive, and the west right-of-way line of Pipeline Road, a 60-foot right-of-way, from which a 1/2-inch iron rod with cap stamped "SPRY RPLS 5647" found for the southeast corner of said Lot 1R2 bears South 0°02'08" East, a distance of 239.53 feet;


THENCE South 89°39'36" West, along the north line of said Lot 1R2, Block 2, at a distance of 153.31 feet passing a 1/2-inch iron rod with cap stamped "SPRY RPLS 5647" found for the northwest corner of said Lot 1R2, and continuing along the north line of said Block 2, at a distance of 969.90 feet passing an "+" cut found for the northeast corner of Lot 3, Block 1, Marti-Bentley Addition, an addition to the City of Cleburne according to the plat recorded in Volume 10, Page 768, said Plat Records, and continuing in all a total distance of 979.58 feet to a point for corner, being at the beginning of a non-tangent curve to the right with a radius of 60.00 feet, a central angle of 310°24'10", and a chord bearing and distance of North 00°20'49" West, 50.33 feet, from which a 5/8-inch iron rod with cap stamped "RPLS 4838" found bears South 41°34'26" East, a distance of 0.28 feet;

THENCE along the north line of said Lot 3, with said non-tangent curve to the right, at an arc distance of 162.59 feet passing an "+" cut found for the southeast corner of Lot 2, Block 1, Marti-Bentley Addition, an addition to the City of Cleburne according to the plat recorded in Volume 10, Page 768, said Plat Records, and at an arc distance of 187.97 feet passing an "+" cut found for the easternmost corner of said Lot 2, and being on the south line of Lot 1, Block 1, Holt Cat Addition, an addition to the City of Cleburne according to the plat recorded in Volume 10, Page 620, said Plat Records, and continuing along the south line of said Lot 1, a total arc distance of 325.05 feet to a point for corner, from which a 5/8-inch iron rod found bears North 2°33'50" East, a distance of 0.24 feet;

THENCE North 89°36'47" East, continuing along the said south line, at a distance of 369.05 feet passing a 5/8-inch iron rod found for the southwest corner of Lot 1R, Block 1, said Marti-Bentley Addition (Volume 10, Page 768), and continuing along the south line of said Lot 1R, at a distance of 952.74 feet passing a 5/8-inch iron rod with cap stamped "RPLS 4838" found for the southernmost southeast corner of said Lot 1R, and continuing in all a total distance of 977.73 feet to a 1/2-inch iron rod found for corner at the intersection of the aforementioned north line of Marti Drive, and the aforementioned west right-of-way line of Pipeline Road, from which a 5/8-inch iron rod with cap stamped "RPLS 4838" found bears North 0°36'37" West, a distance of 24.99 feet;

(CONTINUED ON SHEET 2)

MARTI DRIVE EXHIBIT
 A. MCANIER SURVEY
 ABSTRACT NO. 537
 CITY OF CLEBURNE
 JOHNSON COUNTY, TEXAS

		801 Cherry Street, Unit 11, # 1300 Fort Worth, Texas 76102		FIRM # 10184040		Tel. No. (817) 335-6511 www.kimley-horn.com	
		Scale N/A	Drawn by DMD	Checked by JDW	Date 6/9/2023	Project No. 064536303	Sheet No. 1 OF 4

THENCE South 00°36'37" East, along the said west right-of-way line, a distance of 25.79 feet to a point for corner, being in the approximate centerline of said Marti Drive;

THENCE North 89°38'16" East, along the said approximate centerline, a distance of 1.87 feet to a point for corner;

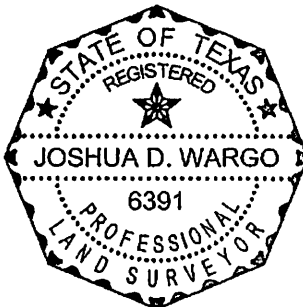
THENCE South 00°02'08" East, along the said west right-of-way line, a distance of 25.34 feet to the **POINT OF BEGINNING** and containing 60,774 square feet or 1.3952 acres of land, more or less.

NOTES:

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202). A survey plat of even survey date herewith accompanies this metes and bounds description.

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the surveyed tract.

Joshua D. Wargo
 JOSHUA D. WARGO
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 6391
 801 CHERRY STREET,
 UNIT 11 SUITE 1300
 FORT WORTH, TEXAS 76102
 PH. 817-335-6511
 josh.wargo@kimley-horn.com



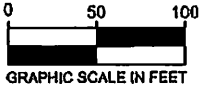
MARTI DRIVE EXHIBIT
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 CITY OF CLEBURNE
 JOHNSON COUNTY, TEXAS

Kimley»Horn

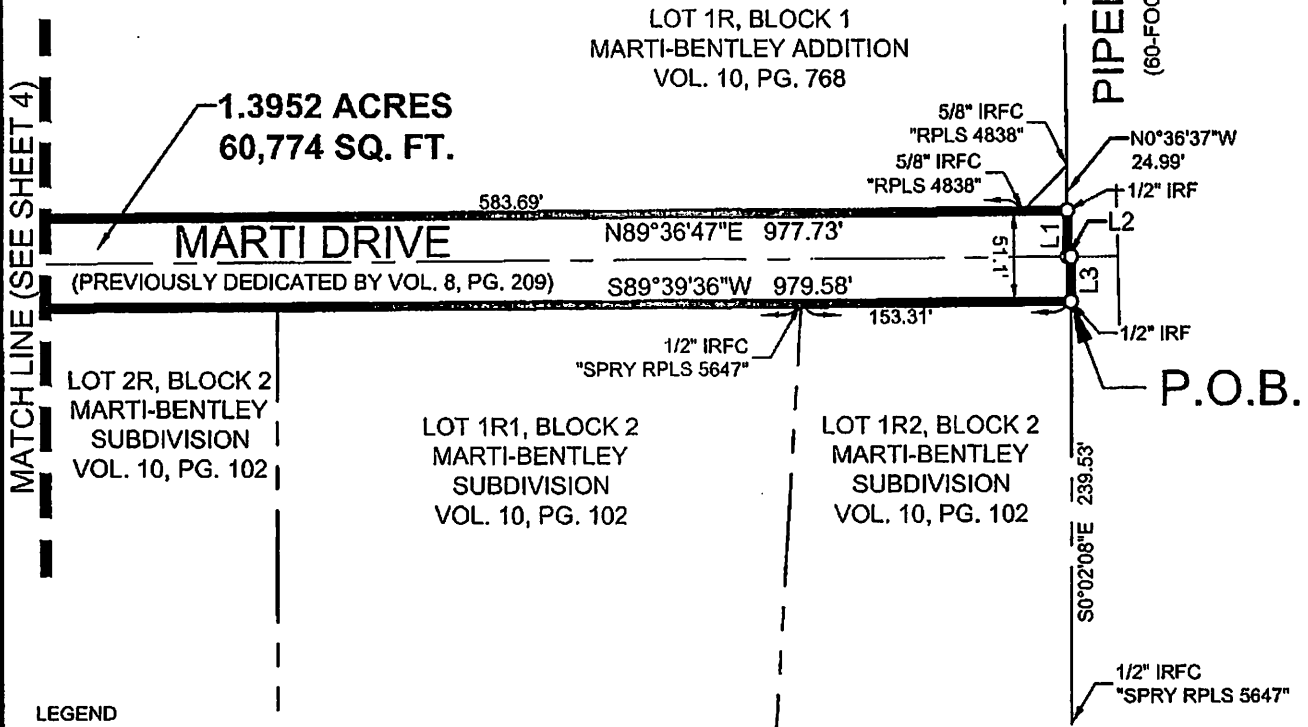
801 Cherry Street, Unit 11, # 1300
 Fort Worth, Texas 76102 FIRM # 10194040

Tel. No. (817) 335-6511
 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	DMD	JDW	6/9/2023	064538303	2 OF 4



LINE TABLE		
NO.	BEARING	LENGTH
L1	S00°36'37"E	25.79'
L2	N89°38'16"E	1.87'
L3	S00°02'08"E	25.34'



LEGEND

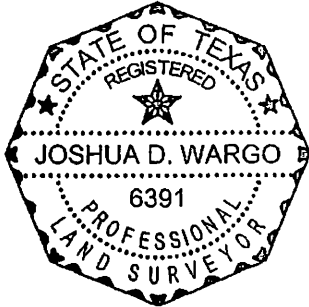
Δ = CENTRAL ANGLE
 P.O.B. = POINT OF BEGINNING
 IRFC = IRON ROD W/CAP FOUND
 IRF = IRON ROD FOUND
 XF = "+" CUT FOUND

NOTES:

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202). A metes and bounds description of even survey date herewith accompanies this survey plat.

The undersigned, Registered Professional Land Surveyor, hereby certifies that this survey plat accurately sets out the metes and bounds of the surveyed tract.

Joshua D. Wargo
JOSHUA D. WARGO
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 6391
 801 CHERRY STREET,
 UNIT 11 SUITE 1300
 FORT WORTH, TEXAS 76102
 PH. 817-335-6511
 josh.wargo@kimley-horn.com

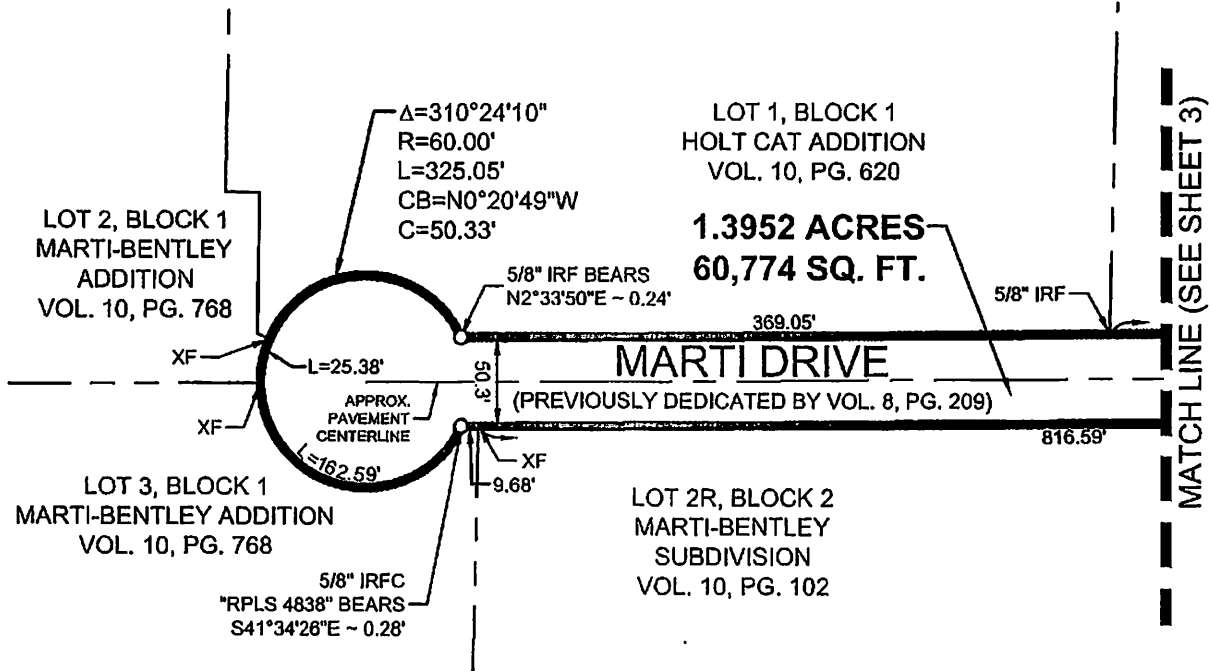
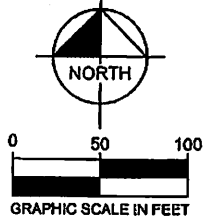


**MARTI DRIVE EXHIBIT
 A. MCANIER SURVEY
 ABSTRACT NO. 537
 CITY OF CLEBURNE
 JOHNSON COUNTY, TEXAS**

Kimley»Horn

801 Cherry Street, Unit 11, # 1300
 Fort Worth, Texas 76102 FIRM# 10184040 Tel. No. (817) 335-6511
 www.kimley-horn.com

Scale 1" = 100'	Drawn by DMD	Checked by JDW	Date 6/9/2023	Project No. 064536303	Sheet No. 3 OF 4
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LEGEND

- Δ = CENTRAL ANGLE
- P.O.B. = POINT OF BEGINNING
- IRFC = IRON ROD W/CAP FOUND
- IRF = IRON ROD FOUND
- XF = "+'" CUT FOUND

MARTI DRIVE EXHIBIT
 A. MCANIER SURVEY
 ABSTRACT NO. 537
 CITY OF CLEBURNE
 JOHNSON COUNTY, TEXAS

Kimley»Horn

801 Cherry Street, Unit 11, # 1300
 Fort Worth, Texas 76102 FIRM # 10194040

Tel. No. (817) 335-8511
 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	DMD	JDW	6/9/2023	084536303	4 OF 4

**Johnson County
April Long
Johnson County
Clerk**

Instrument Number: 2023 - 33604

eRecording - Real Property

Warranty Deed

Recorded On: December 05, 2023 01:29 PM

Number of Pages: 11

" Examined and Charged as Follows: "

Total Recording: \$62.00

******* 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 - 33604
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