

**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:  
\_\_\_\_\_

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

**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 CF# 91001222800289

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

**SPECIAL WARRANTY DEED**

THE STATE OF TEXAS                    §  
  §  
COUNTY OF JOHNSON                   §

TOTALENERGIES E&P BARNETT USA, LLC, a Delaware limited liability company ("*Grantor*"), for and in consideration of the sum of \$10.00 and other good and valuable consideration Grantor paid by JOHNSON COUNTY, TEXAS, a political subdivision of the State of Texas ("*Grantee*"), the receipt and sufficiency of which are hereby acknowledged, and subject to the reservations and easements described below, has GRANTED, BARGAINED, SOLD and CONVEYED and by these presents does GRANT, BARGAIN, SELL and CONVEY unto Grantee the real property located in Johnson County, Texas, described on EXHIBIT A (the "*Property*"), together with Grantor's rights, title, and interest in all rights, privileges, and appurtenances pertaining thereto (the "*Ancillary Rights*"). The Ancillary Rights are conveyed without warranty of title, express or implied, including, without limitation, the implied warranties in Section 5.023 of the Texas Property Code.

This conveyance is made by Grantor and accepted by Grantee subject to the matters listed on EXHIBIT B attached hereto.

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, except, however, such waiver of Grantor's right of ingress and egress to and from the surface of the Property does not include, and Grantor expressly reserves the right to conduct, seismic activities on the Property. 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.

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 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.

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 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.

BY ITS ACCEPTANCE OF THIS SPECIAL WARRANTY DEED, GRANTEE REPRESENTS AND WARRANTS TO GRANTOR THAT GRANTEE IS A KNOWLEDGEABLE, EXPERIENCED AND SOPHISTICATED BUYER OF REAL ESTATE. GRANTEE ACKNOWLEDGES THAT, EXCEPT AS MAY BE PROVIDED IN A SEPARATE WRITTEN AGREEMENT BETWEEN GRANTOR AND GRANTEE PURSUANT TO WHICH THIS SPECIAL WARRANTY DEED IS EXECUTED AND DELIVERED, GRANTEE HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY STATEMENT OF GRANTOR OR ANY OF ITS 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.

WITHOUT IN ANY MANNER LIMITING THE PROVISIONS OF THE PRECEDING PARAGRAPH, AS A MATERIAL PART OF THE CONSIDERATION FOR THIS CONVEYANCE, 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 MAY BE PROVIDED IN A SEPARATE WRITTEN AGREEMENT BETWEEN GRANTOR AND GRANTEE PURSUANT TO WHICH THIS SPECIAL WARRANTY DEED IS EXECUTED AND DELIVERED AND 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 MAY BE PROVIDED IN A SEPARATE WRITTEN AGREEMENT BETWEEN GRANTOR AND GRANTEE PURSUANT TO WHICH THIS SPECIAL WARRANTY DEED IS EXECUTED AND DELIVERED AND 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 PARAGRAPHS, EXCEPT AS MAY BE PROVIDED IN A SEPARATE WRITTEN AGREEMENT BETWEEN GRANTOR AND GRANTEE PURSUANT TO WHICH THIS SPECIAL WARRANTY DEED IS EXECUTED AND DELIVERED, 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).

All taxes and other assessments assessed against the Property for the year 2023 have been prorated or otherwise settled between the parties, and Grantee assumes and agrees to pay such taxes and assessments in full. If this Special Warranty Deed or Grantee's use of the Property after the date hereof results in additional taxes or assessments for periods before the date hereof, such taxes and assessments shall be the obligation of and paid by Grantee.

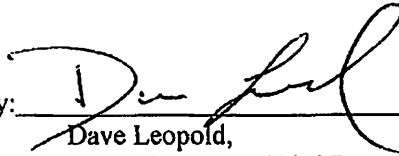
TO HAVE AND TO HOLD the Property, subject to the matters set forth above, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns forever; and Grantor does hereby bind Grantor and Grantor's heirs, successors, and assigns to WARRANT AND FOREVER DEFEND, all and singular, the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

For the same consideration, Grantor sells, transfers, and delivers to Grantee, all of Seller's right, title, and interest in all tables, desks, chairs, and other furniture owned by Grantor and located in or on the Property, to have and to hold such personal property to Grantee and Grantee's successors and assigns forever, without warranty of any kind whatsoever express or implied. By its acceptance of this deed, Grantee agrees it accepts such personal property in its current "as is" condition and that Grantor has not and does not make any representation or warranty as to the condition of such personal property or its fitness for any particular purpose.

IN WITNESS WHEREOF, this Special Warranty Deed has been executed by Grantor on the date of the acknowledgement set forth below.

GRANTOR:

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

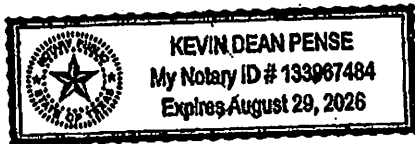
By:   
Dave Leopold,  
its President and Chief Executive Officer

STATE OF TEXAS

§  
§  
§

COUNTY OF Tarrant

This instrument was acknowledged before me on November 27, 2023, by Dave Leopold, President and Chief Executive Officer of TOTALENERGIES E&P BARNETT USA, LLC, a Delaware limited liability company, on behalf of said limited liability company.



Kevin Dean Pense  
Notary Public

My Commission Expires: 8/29/2026

Johnson County Texas  
2 North Main Street  
Cleburne, Texas 76033

**EXHIBIT A**

(Property)

Tract 1:

LOT 1R1, BLOCK TWO, MARTI-BENTLEY SUBDIVISION, AN ADDITION TO THE CITY OF CLEBURNE, TEXAS, JOHNSON COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 10, PAGE 102, SLIDE C-620 PLAT RECORDS, JOHNSON COUNTY, TEXAS.

Tract 2:

Non-Exclusive Easement Estate created by that certain Easement Agreement, dated December 30, 2019, executed by 421 BIO, LLC, a Texas limited liability company and TEP Barnett USA, LLC, a Delaware limited liability company f/k/a Total E&P USA Operating LLC, filed of record December 31, 2019, recorded under Clerk's File No(s). 2019-35476, Real Property Records, Johnson County, Texas.

Double click to edit

**EXHIBIT B**

(Permitted Exceptions)

1. The following restrictive of record:

under Clerk's File No(s). 2013-26908, Real Property Records, Johnson County, Texas. (Affects All Tracts)

under Clerk's File No(s). 2016-26833, Real Property Records, Johnson County, Texas. (Affects Tract 2)

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 (Affects Tract 1):

8' Utility Easement - North, East and West

15' Building Line - North

20' Utility Easement - South

3. Building setback lines, easements, and/or other matters as disclosed by Plat recorded in Volume 10, Page 768, Slide F, and Volume 10, Page 102, Slide C-620, Plat Records, Johnson County, Texas; and Volume 8, Page 209, Plat Records, Johnson County, Texas (Affects Tract 2).

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

Affects: All Tracts

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

Affects: All Tracts

6. 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

Affects: All Tracts

7. 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. (Affects All Tracts)

8. 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, which document contains the following language as stated therein. (Affects Tracts 2)
9. An unrecorded oil and gas lease for the term therein provided, with certain covenants, conditions and provisions, together with easements, if any, as set forth therein, disclosed by document

Entitled: Memorandum of Oil and Gas Lease

Dated: August 17, 2006

Lessor: George W. Marti

Lessee: Chesapeake Exploration Limited Partnership

Recording Date: August 30, 2006

Recording No.: Volume 3889, Page 799 Real Property Records, Johnson County, Texas

Affects: All Tracts

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, which document contains the following language as stated therein. (Affects Tracts 1 and 2)
11. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein

Dated: August 1, 2006

Lessor: Chesapeake Royalty, L.L.C.

Lessee: Chesapeake Exploration Limited Partnership

Recording Date: September 6, 2006

Recording No: Volume 3893, Page 629 Real Property Records, Johnson County, Texas; affected by Affidavit recorded Volume 4439, Page 68, Real Property Records, Johnson County, Texas

Affects: All Tracts

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

Affects: Tracts 2

13. Matters contained in that certain document

Entitled: Ordinance

Dated: August 14, 2012

Executed by: City of Cleburne

Recording Date: August 27, 2012

Recording No: under Clerk's File No. 2012-19966 Real Property Records , Johnson County, Texas

Affects: All Tracts



14. Easement(s), Covenants, Agreements and Matters contained in that certain document

Entitled: Declaration of Covenants and Easements

Dated: November 6, 2013

Executed by: Chesapeake Land Development Company, LLC, an Oklahoma limited liability company, Chesapeake Energy Corporation, an Oklahoma Corporation and Holt Texas, Ltd., a Texas limited partnership

Recording Date: November 6, 2013

Recording No: under Clerk's File No(s). 2013-26908, Real Property Records, Johnson County, Texas

Affects: All Tracts

15. 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

Affects: Tracts 2

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, Texas

Affects: All Tracts

17. Matters contained in that certain document

Entitled: Deed

Dated: November 1, 2016

Executed by: Chesapeake Energy Corporation, an Oklahoma Corporation and Chesapeake Land Development Company, L.L.C., an Oklahoma limited liability company and Total E&P USA Operating LLC, a Delaware limited liability company

Recording Date: November 14, 2016

Recording No: under Clerk's File No(s). 2016-27990, Real Property Records, Johnson County, Texas

Affects: Tract 1

18. Easement(s), Agreements and Matters contained in that certain document

Entitled: Easement and Right-of-Way

Dated: November 21, 2019

Executed by: TEP Barnett USA, LLC, a Delaware limited liability company and Oncor Electric Delivery Company LLC, a Delaware limited liability company

Recording Date: November 25, 2019

Recording No: under Clerk's File No. 2019-32128, Real Property Records, Johnson County, Texas

Affects: Tract 2

19. Matters contained in that certain document

Entitled: Special Warranty Deed

Dated: December 30, 2019

Executed by: TEP Barnett USA, LLC, a Delaware limited liability company f/k/a Total E&P USA Operating LLC and 421 BIO, LLC, a Texas limited liability company

Recording Date: December 31, 2019

Recording No: under Clerk's File No(s). 2019-35475, Real Property Records, Johnson County, Texas

Affects: Tract 2

20. Terms, Provisions, Conditions, Covenants and Easements contained in that certain document

Entitled: Easement Agreement

Dated: December 30, 2019

Executed by: 421 BIO, LLC, a Texas limited liability company and TEP Barnett USA, LLC, a Delaware limited liability company f/k/a Total E&P USA Operating LLC

Recording Date: December 31, 2019

Recording No: under Clerk's File No(s). 2019-35476, Real Property Records, Johnson County, Texas

Affects: Tracts 1 and 2

**Johnson County**  
**April Long**  
**Johnson County**  
**Clerk**

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**Instrument Number:** 2023 - 33605

eRecording - Real Property

Warranty Deed

Recorded On: December 05, 2023 01:29 PM

Number of Pages: 10

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**" Examined and Charged as Follows: "**

Total Recording: \$58.00

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**\*\*\*\*\* 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 - 33605  
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*