

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# ~~9001222309287~~

AGREEMENT TO TERMINATE DECLARATION OF COVENANTS AND EASEMENTS

This Agreement to Terminate Declaration of Covenants and Easements ("*Agreement*") is between TOTALENERGIES E&P BARNETT USA, LLC, a Delaware limited liability company, f/k/a TEP BARNETT USA, LLC, f/k/a TOTAL E&P USA OPERATING, LLC ("*TotalEnergies*"), HOLT TEXAS, LTD., a Texas limited partnership ("*Holt*"), 421 BIO, LLC, a Texas limited liability company ("*421 Bio*"), CDE GLOBAL, INC., a Delaware corporation ("*CDE Global*"), and CALVIN B. FINCHER, an individual ("*Fincher*"). TotalEnergies, Holt, 421 Bio, CDE Global, and Fincher are sometimes referred to herein individually as a "*Party*" and collectively as the "*Parties*".

A. Reference is made to that certain Declaration of Covenants and Easements ("*Declaration*") dated November 6, 2013, and recorded in the real property records of Johnson County, Texas, as Document No. 201300026908.

B. Reference is made to that certain "*Shared Access Drive*" as defined and described in the Declaration. The Shared Access Drive is the same private street established by Ordinance No. OR08-2012-31 of the City of Cleburne recorded in the real property records of Johnson County, Texas, as Document No. 201200019966. The Shared Access Drive is commonly known as Marti Drive f/k/a Bentley Drive. The Shared Access Drive is more particularly described on Exhibit A attached hereto.

C. The Parties own all of parcels of real property now subject to the Declaration.

D. Subject to the terms and conditions of this Agreement, the Parties desire to terminate the Agreement in order for the Shared Access Drive to be ultimately conveyed to the City of Cleburne, Texas, as a public road.

NOW, THEREFORE, in consideration of the foregoing and the mutual benefits to each Party, the Parties agree as follows:

1. Termination of the Declaration. Subject to the Condition described herein below, the Parties hereby terminate the Declaration and the easements thereunder.

2. Shared Access Drive. The portion of the Shared Access Drive abutting, adjoining, or adjacent to each Party's respective property is herein referred to as each Party's "*Adjoining Portion*".

a. Holt's Adjoining Portion. Subject to the Condition described herein below, Holt hereby grants, sells, and conveys to TotalEnergies all of Holt's right, title, and interest in and to Holt's Adjoining Portion, to have and to hold it to TotalEnergies and TotalEnergies successors and assigns forever.

b. 421 Bio's Adjoining Portion. Subject to the Condition described herein below, 421 Bio hereby grants, sells, and conveys to TotalEnergies all of 421 Bio's right, title, and interest in and to 421 Bio's Adjoining Portion, to have and to hold it to TotalEnergies and TotalEnergies successors and assigns forever.

c. *CDE Global's Adjoining Portion*. Subject to the Condition described herein below, CDE Global hereby grants, sells, and conveys to TotalEnergies all of CDE Global's right, title, and interest in and to CDE Global's Adjoining Portion, to have and to hold it to TotalEnergies and TotalEnergies successors and assigns forever.

d. *Fincher's Adjoining Portion*. Subject to the Condition described herein below, Fincher hereby grants, sells, and conveys to TotalEnergies all of Fincher's right, title, and interest in and to Fincher's Adjoining Portion, to have and to hold it to TotalEnergies and TotalEnergies successors and assigns forever.

3. **Condition; Conveyance to City of Cleburne**. The termination of the Declaration and the conveyances hereunder are conditioned upon the subsequent conveyance of the Shared Access Drive by TotalEnergies to City of Cleburne, Texas, a Texas home-rule municipality (the "**Condition**"), at which time the termination of the Declaration and the conveyances hereunder will become absolute. If the Condition is not satisfied on or prior to February 1, 2024, then (a) this Agreement shall be of no force or effect and (b) the Declaration shall continue in full force and effect.

[END OF PAGE – CONTINUED ON NEXT PAGE]

Exhibit A

CONTINUED ON NEXT PAGE

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 # 10194040		Tel. No. (817) 335-6311 www.kimley-horn.com	
		Scale N/A	Drawn by DMD	Checked by JDW	Date 6/9/2023	Project No. 084536303	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;

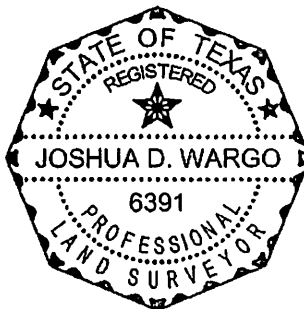
THENCE South 00°02'08" East, along the said west right-of-way line, a distance of 25.34 feet to the **POINT OF BEGINNING** and containing 60,774 square feet or 1.3952 acres of land, more or less.

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
 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) 335-6511
 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	DMD	JDW	6/9/2023	064536303	2 OF 4

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



Scale	1" = 100'
Drawn by	DMD
Checked by	JDW
Date	6/9/2023
Project No.	064536303
Sheet No.	3 OF 4
801 Cherry Street, Unit 11, # 1300 Fort Worth, Texas 76102 FRM # 10194040 www.kimley-horn.com Tel. No. (817) 335-6511	

Kimley»Horn

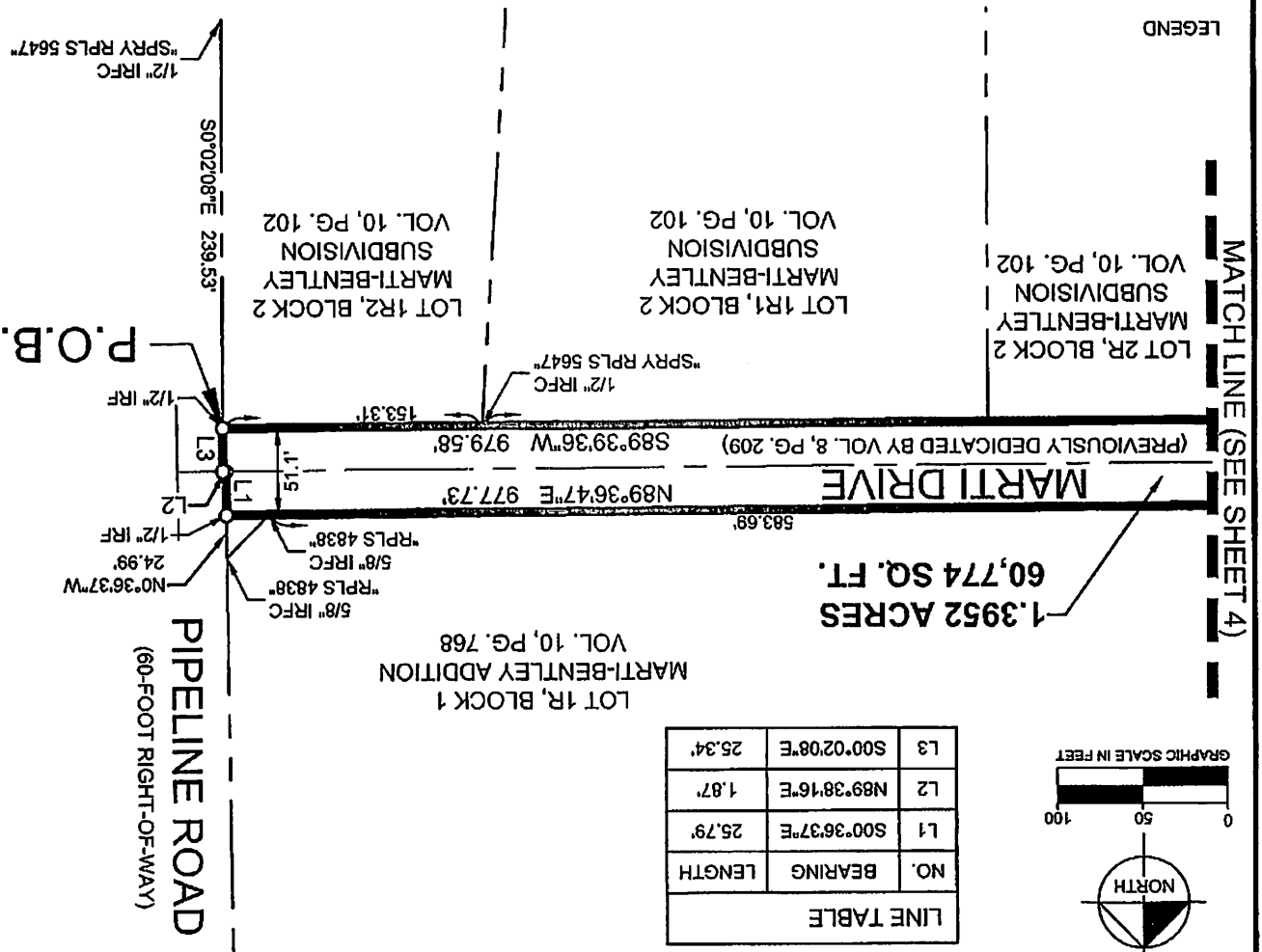
MARTI DRIVE EXHIBIT
 A. MCANIER SURVEY
 ABSTRACT NO. 537
 CITY OF CLEBURNE
 JOHNSON COUNTY, TEXAS

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 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.

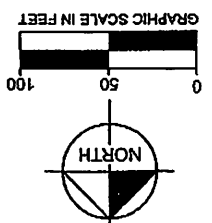
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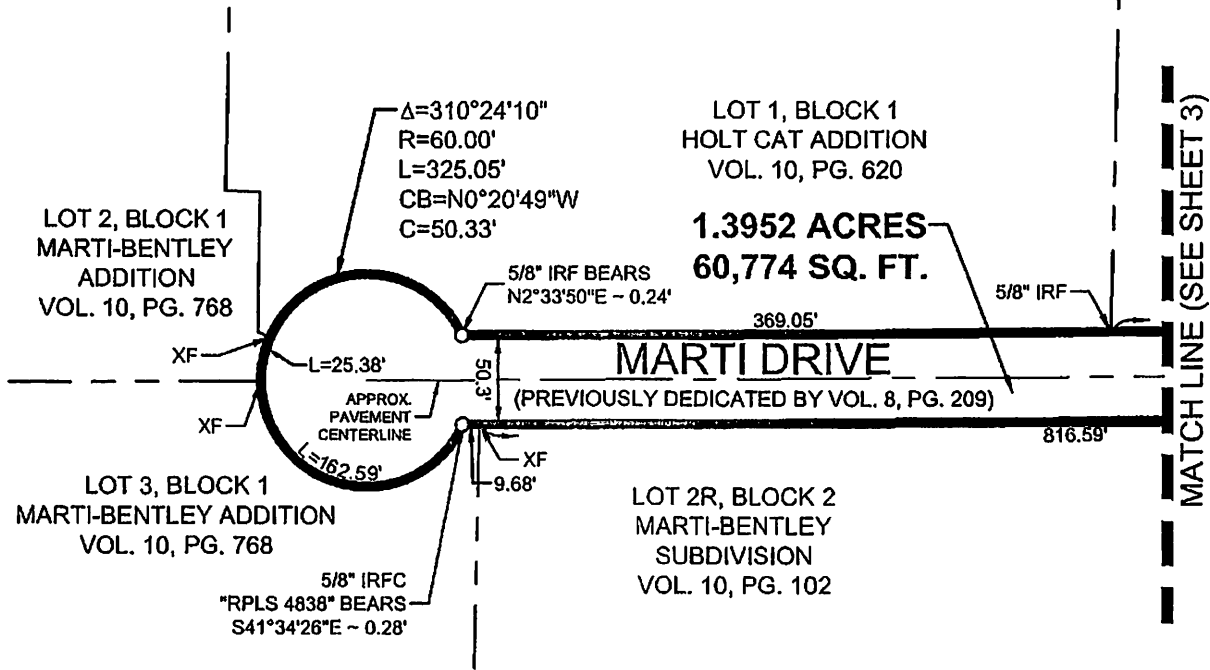
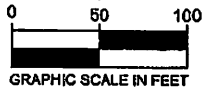
- Δ = CENTRAL ANGLE
- P.O.B. = POINT OF BEGINNING
- IRFC = IRON ROD W/CAP FOUND
- IRF = IRON ROD FOUND
- XF = "++" CUT FOUND

LEGEND



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
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- 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	064536303	4 OF 4

Johnson County
April Long
Johnson County
Clerk

Instrument Number: 2023 - 33602

eRecording - Real Property
Agreement

Recorded On: December 05, 2023 01:29 PM

Number of Pages: 13

" Examined and Charged as Follows: "

Total Recording: \$70.00

******* 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 - 33602
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

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)

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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 #~~ ⁹⁰⁰⁶²²²³⁰⁰²⁸⁹ ~~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

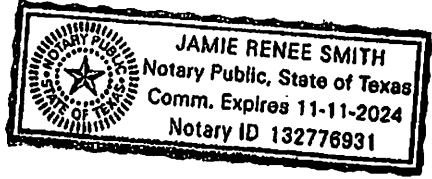
By: [Signature]
Name: Cody Harbrough
Title: Managing Member

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.

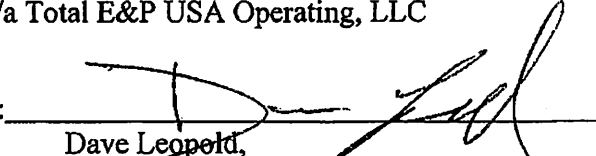
[Signature]
Notary Public, State of Texas

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 ^{November} ~~April~~ day of ~~April~~, 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:

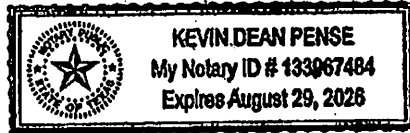


EXHIBIT A

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;

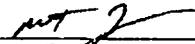
THENCE along the northeast line of this easement tract, South 59 degrees 43 minutes 45 seconds East, at 18.54 feet pass the west corner of a 20' wide access easement surveyed this date out of said original tract and continuing for a total distance of 49.92 feet to a chain link fence corner for the east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

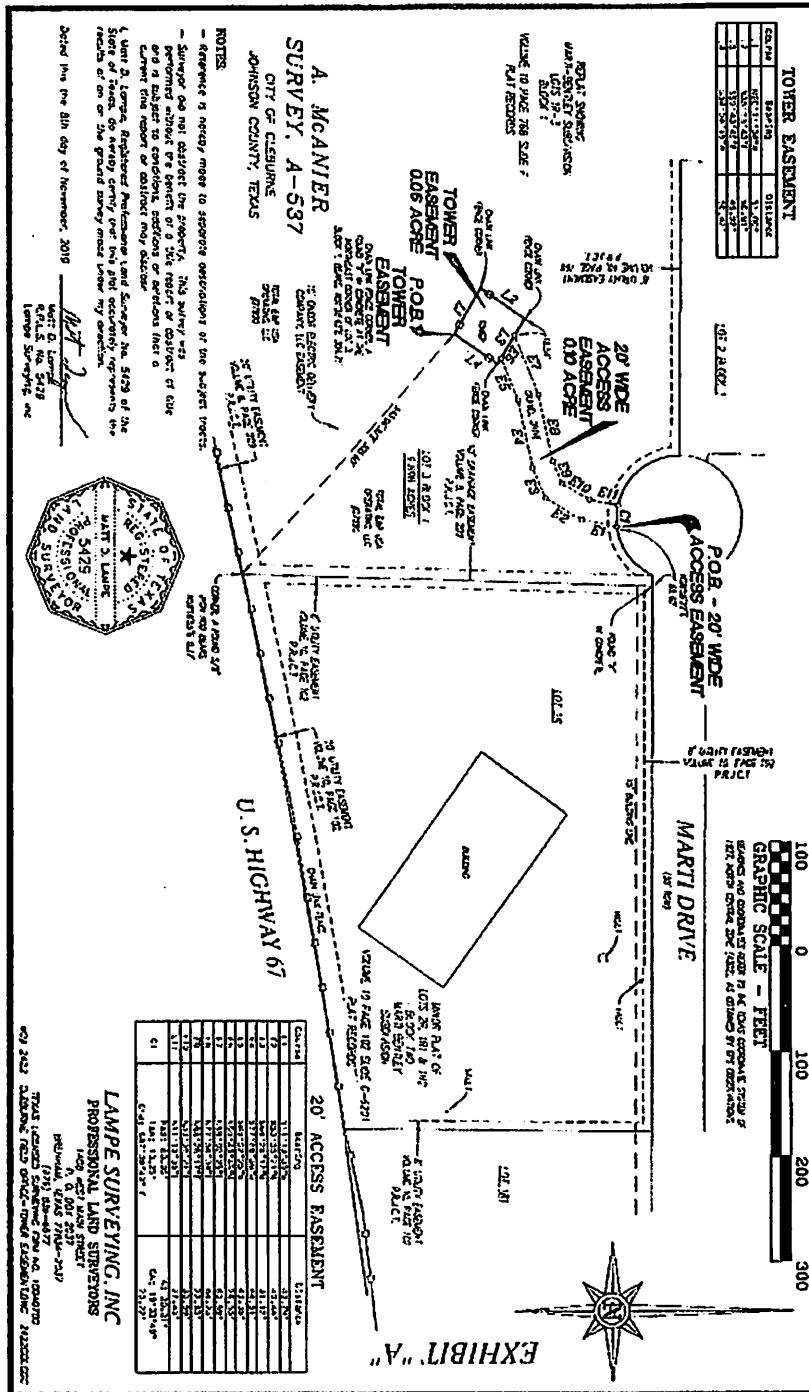


EXHIBIT B

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;

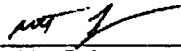
THENCE along the southwesterly lines of this easement tract, as follows:
South 87 degrees 49 minutes 52 seconds West, 10.69 feet;
North 44 degrees 15 minutes 49 seconds West, 214.84 feet;
North 31 degrees 55 minutes 08 seconds East, 44.43 feet; and
North 00 degrees 31 minutes 22 seconds West, 1.92 feet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

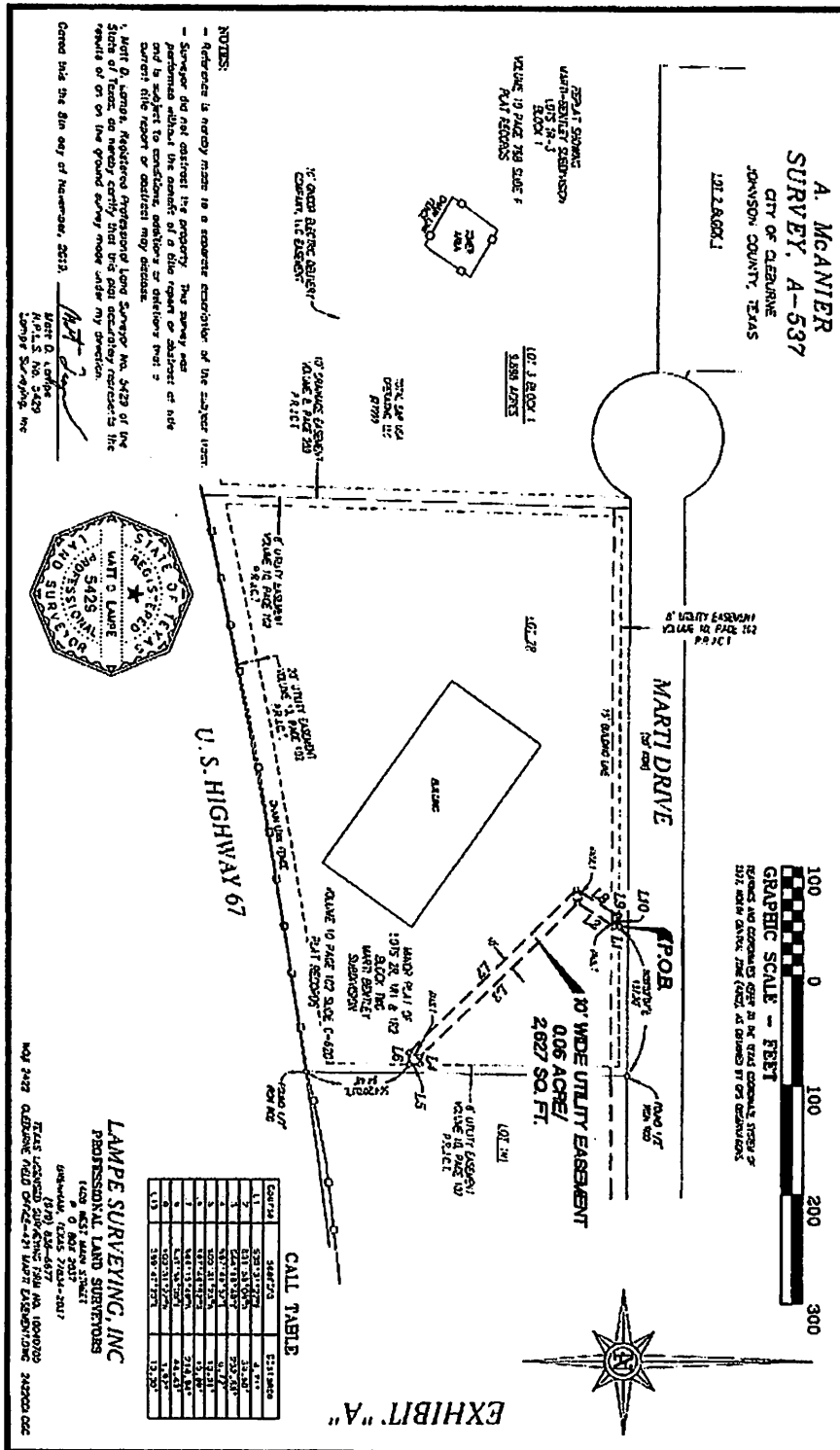


EXHIBIT D

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

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**

ORDINANCE

NO. OR11-2023-78 Fidelity National GF# 9001222500289

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLEBURNE, TEXAS, ACCEPTING THE DEDICATION OF A 1.3952 ACRE TRACT OF LAND COMMONLY KNOWN AS BENTLEY DRIVE, ALSO KNOWN AS MARTI DRIVE, BY TOTAL ENERGIES E&P BARNETT USA, LLC; AUTHORIZING THE CITY SECRETARY TO FILE THIS ORDINANCE WITH THE OFFICE OF THE JOHNSON COUNTY CLERK; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A CUMULATIVE CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Cleburne, Texas (the "City"), is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, Bentley Drive, also known as Marti Drive, ("the Road") was initially developed as a public street as shown on the final plat of the Marti-Bentley Subdivision as recorded in Volume 8, Page 209 of the plat records of Johnson County; and

WHEREAS, on August 14, 2012, the City passed Ordinance OR08-2012-31 closing, vacating, and abandoning the entire right-of-way of the Road; and

WHEREAS, Total Energies E&P Barnett USA, LLC, owns the Road and has requested the City consider accepting the existing roadway as a public street, regaining public ownership, interest, and control of the Road and right-of-way; and

WHEREAS, Total Energies E&P Barnett USA, LLC, has provided to the City the special warranty deed attached hereto as **Exhibit A**, that includes a metes and bounds description and a depiction of the Road; and

WHEREAS, the City believes it is in the best interest of the City to regain public ownership, interest, and control of the Road.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CLEBURNE, TEXAS, THAT:

SECTION ONE. The following property is hereby accepted as public property:

BEING ALL OF BENTLEY DRIVE, AKA MARTI DRIVE, AS RECORDED IN VOLUME 8, PAGE 209 OF THE PLAT RECORDS OF JOHNSON COUNTY, TEXAS AND SHOWN IN EXHIBITS A AND B, ATTACHED HERETO.

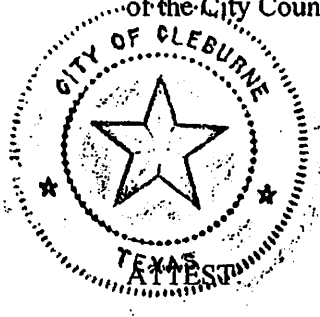
SECTION TWO. The City Secretary is hereby authorized to file this Ordinance and the Special Warranty Deed attached hereto as Exhibit A in the real property records in the Office of the Johnson County Clerk.

SECTION THREE. If any provision or any section of this Ordinance shall be held to be void or unconstitutional, such holding shall in no way affect the validity of the remaining provisions or sections of this Ordinance, which shall remain in full force and effect.


SECTION FOUR. This Ordinance shall be cumulative of all provisions of ordinances of the City of Cleburne, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION FIVE. This Ordinance shall be in full force and effect from and after its date of passage, and it is so ordained.

PASSED AND APPROVED this the 14th day of November, 2023, at a Regular Meeting of the City Council of the City of Cleburne, Texas.



CITY OF CLEBURNE

BY: 

Scott Cain, Mayor



Ivy Peterson, City Secretary

Johnson County
April Long
Johnson County
Clerk

Instrument Number: 2023 - 33603

eRecording - Real Property

Ordinance

Recorded On: December 05, 2023 01:29 PM

Number of Pages: 3

" Examined and Charged as Follows: "

Total Recording: \$30.00

******* 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 - 33603
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

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"

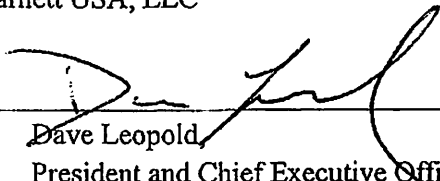
(as defined by any Environmental Laws), or (c) the presence, Release, threatened Release, discharge, or threatened discharge of any oil or other substance containing polychlorinated biphenyl (as defined in 40 CFR 761.3). "Release" shall mean, without limitation, any spilling, leaking, pumping, pouring, 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

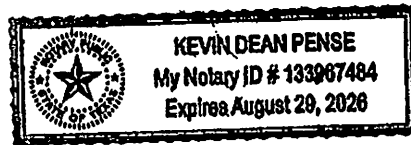
STATE OF TEXAS §
 §
COUNTY OF TARRANT §

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;

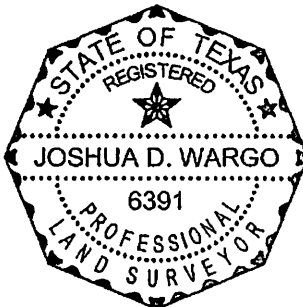
THENCE South 00°02'08" East, along the said west right-of-way line, a distance of 25.34 feet to the POINT OF BEGINNING and containing 60,774 square feet or 1.3952 acres of land, more or less.

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



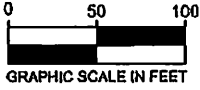
MARTI DRIVE EXHIBIT
 A. MCANIER SURVEY
 ABSTRACT NO. 537
 CITY OF CLEBURNE
 JOHNSON COUNTY, TEXAS

Kimley»Horn

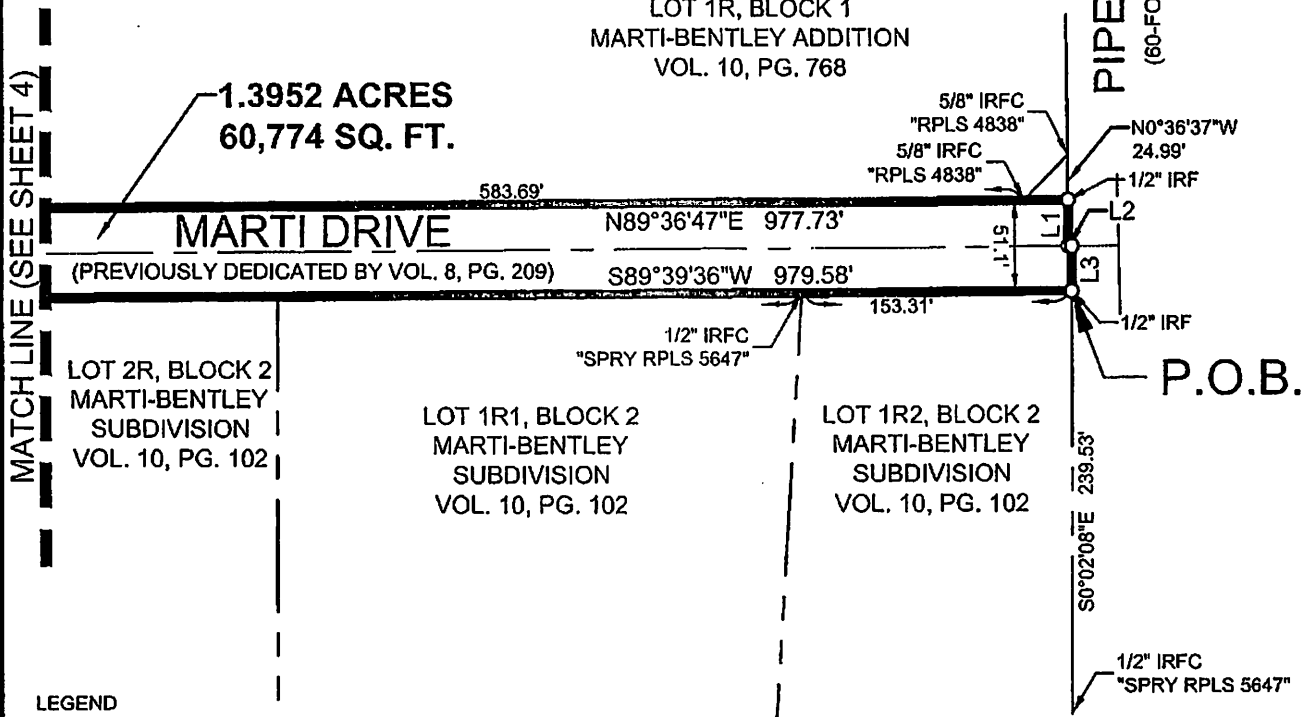
801 Cherry Street, Unit 11, # 1300
 Fort Worth, Texas 76102 FIRM # 10194040

Tel. No. (817) 335-6511
 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

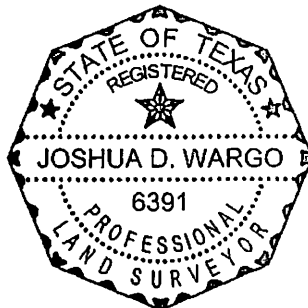
- Δ = CENTRAL ANGLE
- P.O.B. = POINT OF BEGINNING
- IRFC = IRON ROD W/CAP FOUND
- IRF = IRON ROD FOUND
- XF = "+" CUT FOUND

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
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 UNIT 11 SUITE 1300
 FORT WORTH, TEXAS 76102
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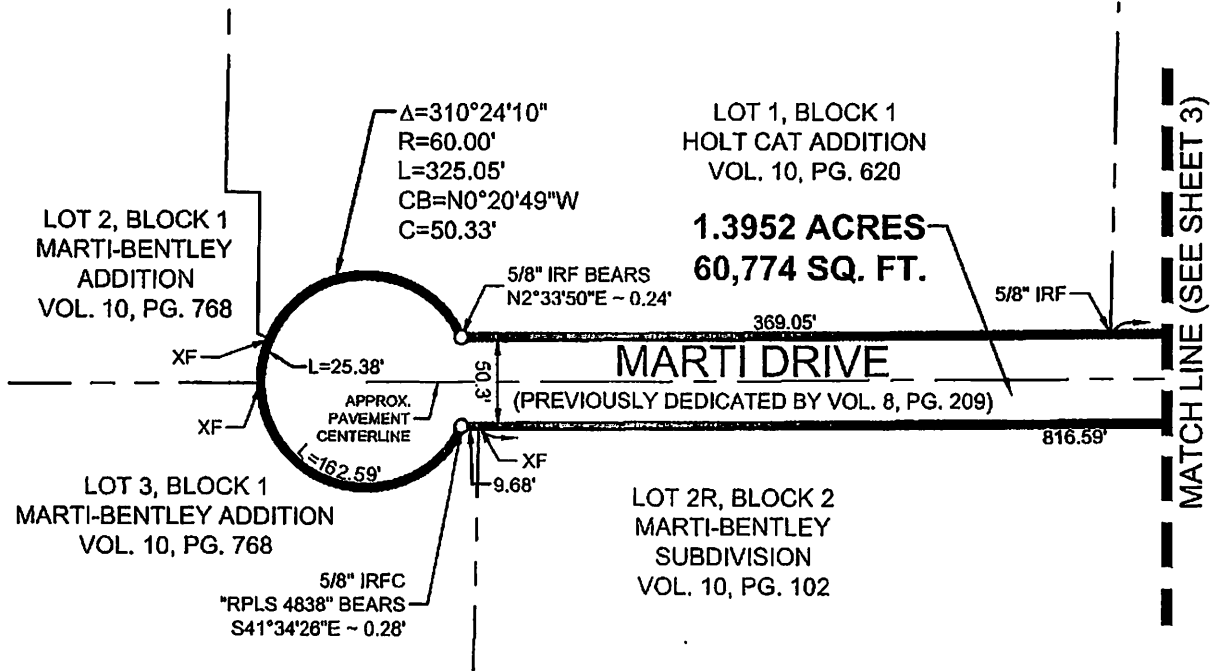
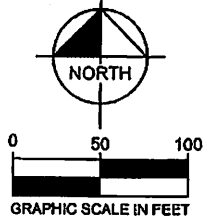


MARTI DRIVE EXHIBIT
 A. MCANIER SURVEY
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 CITY OF CLEBURNE
 JOHNSON COUNTY, TEXAS

Kimley»Horn

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

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



LEGEND

- Δ = CENTRAL ANGLE
- P.O.B. = POINT OF BEGINNING
- IRFC = IRON ROD W/CAP FOUND
- IRF = IRON ROD FOUND
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MARTI DRIVE EXHIBIT
 A. MCANIER SURVEY
 ABSTRACT NO. 537
 CITY OF CLEBURNE
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	DMD	JDW	6/9/2023	084636303	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

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# 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.

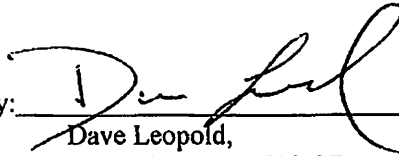
TO HAVE AND TO HOLD the Property, subject to the matters set forth above, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns forever; and Grantor does hereby bind Grantor and Grantor's heirs, successors, and assigns to WARRANT 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

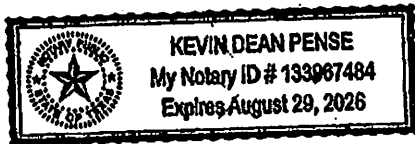
By: 
Dave Leopold,
its President and Chief Executive Officer

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

Instrument Number: 2023 - 33605

eRecording - Real Property

Warranty Deed

Recorded On: December 05, 2023 01:29 PM

Number of Pages: 10

" Examined and Charged as Follows: "

Total Recording: \$58.00

******* 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 - 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