

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COPPELL, TEXAS, GRANTING A UTILITY EASEMENT TO ONCOR ELECTRIC DELIVERY COMPANY, LLC, FOR THE PURPOSE OF LOCATION, CONSTRUCTION, RECONSTRUCTION AND MAINTENANCE OF ELECTRIC UTILITIES; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Oncor Electric Delivery Company, LLC (hereinafter referred to as “Grantee”) has submitted a request to the City of Coppel for a utility easement over property owned by the City for the site of the location, construction, reconstruction and maintenance of electrical utilities; and

**WHEREAS**, the City Council of the City of Coppel, Texas, finds it to be in the public interest grant such request;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COPPELL, TEXAS:**

**SECTION 1.** That the City of Coppel hereby grants a utility easement to Oncor Electric Delivery Company, LLC, authorizing an easement for the purpose of location, construction, reconstruction and maintenance of electric utility over City property, the terms of which document shall be substantially as set forth in Exhibit “A,” attached hereto and incorporated herein by reference.

**SECTION 2.** Should any part of this resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

**SECTION 3.** That this Resolution shall become effective immediately from and after its passage.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Coppel, Texas, on this the \_\_\_ day of \_\_\_\_\_, 2017.

**CITY OF COPPELL, TEXAS**

\_\_\_\_\_  
KAREN SELBO HUNT, MAYOR

**ATTEST:**

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CHRISTEL PETTINOS, CITY SECRETARY

**APPROVED AS TO FORM:**

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ROBERT E. HAGER, CITY ATTORNEY

## Exhibit “A”

## EASEMENT AND RIGHT OF WAY

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

That **City of Coppell, Inc., a Texas municipal corporation**, hereinafter called "Grantor," whether one or more, for and in consideration of Ten and No/100 Dollars (\$10.00) and other valuable consideration to Grantor in hand paid by **Oncor Electric Delivery Company LLC**, a Delaware limited liability company, located at 1616 Woodall Rodgers Freeway, Dallas, Texas, 75202-1234, hereinafter referred to as "Grantee", has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, their successors and assigns, an easement and right-of-way for underground electric supply and communications facilities, consisting of a variable number of guys, anchors, wires and cables, supporting structures, surface mounted equipment, transformers, switchgears, auto-transformers, conduits, manholes, vaults, and all necessary or desirable appurtenances under, through, across, and upon Grantor's land described as follows:

**SEE EXHIBIT "B" ATTACHED**

Grantor recognizes that the general course of said lines, or the metes and bounds as above described, is based on preliminary surveys only, and Grantor hereby agrees that the easement and right-of way and its general dimensions hereby granted shall apply to the actual location of said lines when constructed.

Together with the right of ingress and egress along and upon said easement and right-of-way and across Grantor's adjoining properties for the purpose of and with the right to construct, maintain, operate, repair, remove, replace, reconstruct, abandon in place, and to change the size and capacity of said facilities; the right to relocate said facilities in the same relative direction of said facilities; the right to relocate said facilities in the same relative position to any adjacent road if and as such road is widened in the future; the right to lease wire space for the purpose of permitting others to string or lay wire or cable along said facilities; the right to prevent excavation within the easement area; the right to prevent construction of, within the easement area, any and all buildings, structures or other obstructions which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said facilities and their appurtenances, and the right to trim or remove trees or shrubbery within, but not limited to, said easement area, including by use of herbicides or other similar chemicals approved by the U. S. Environmental Protection Agency, to the extent in the sole judgment of Grantee, as may be necessary to prevent possible interference with the operation of said facilities or to remove possible hazard thereto. Grantor shall not make changes in grade, elevation or contour of the land or impound water within the easement area as described above without prior written consent of Grantee.

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not, in the sole judgment of the Grantee, interfere with the exercise by the Grantee of the rights hereby granted.

TO HAVE AND TO HOLD the above described easement and right-of-way unto the said Grantee, its successors and assigns, until all of said electric lines and facilities shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns; and Grantor hereby binds Grantor and Grantor's heirs, successors, assigns, and legal representatives, to warrant and forever defend the above described easement and right-of-way unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

GRANTOR: City of Coppell, Texas

By: \_\_\_\_\_  
Karen Selbo Hunt (Mayor)

STATE OF TEXAS                    §  
   §  
COUNTY OF DALLAS            §

BEFORE ME, the undersigned authority, on this day personally appeared **Karen Selbo Hunt**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same as the act and deed of **City of Coppell, Inc., a Texas municipality**, as the **Mayor** thereof, for the purposes and consideration therein expressed, in the capacity therein stated and she is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 2017.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**EXHIBIT "B"**  
**DESCRIPTION OF EASEMENT PROPERTY**

**BEING** a tract of land situated in the G.W. Laws Survey, Abstract No. 843, City of Dallas Block 8463, Dallas County, Texas; being part of a tract of land described as "Storage Tract A" in Special Warranty Deed with Reserved Right of First Refusal and Restrictive Covenants to the City of Coppell recorded in Instrument No. 20080370218, Official Public Records of Dallas County, Texas; and being more particularly described as follows:

**COMMENCING** at a 5/8" iron rod with 3-1/2" aluminum disk stamped "Cypress Waters No. 6 Addition, KHA" found at the intersection of the north right-of-way line of Olympus Boulevard (a variable width right-of-way) with the east right-of-way line of Belt Line Road (a variable width right-of-way) and being the northernmost corner of Cypress Waters No. 6 Addition, an addition to the City, of Dallas, Texas according to the plat recorded in Instrument No. 201600150636 of said Official Public Records;

**THENCE** with said north right-of-way line, the following courses and distances:

South 45°17'28" East, a distance of 14.21 feet to a 5/8" iron rod with 3-1/2" aluminum disk stamped "Cypress Waters No. 6 Addition, KHA" found for corner;

North 90°00'00" East, a distance of 475.14 feet to a 5/8" iron rod with 3-1/2" aluminum disk stamped "Cypress Waters No. 6 Addition, KHA" found at the beginning of a tangent curve to the right having a central angle of 29°19'55", a radius of 655.00 feet, a chord bearing and distance of South 75°20'02" East, 331.67 feet;

In a southeasterly direction, with said curve to the right, an arc distance of 335.32 feet to a point in a northerly line of a tract of land described as "Tract 2" in Special Warranty Deed to the Cypress Waters Land A, Ltd., Cypress Waters Land B, Ltd., and Cypress Waters Land C., Ltd., recorded in Instrument No. 201600106000 of said Official Public Records, for the **POINT OF BEGINNING**;

**THENCE** departing said north right-of-way line of Olympus Boulevard and with said northerly line, North 28°39'29" East, a distance of 15.00 feet to the beginning of a non-tangent curve to the right having a central angle of 2°23'18", a radius of 670.00 feet, a chord bearing and distance of South 59°29'20" East, 27.93 feet;

**THENCE** departing said northerly line, the following courses and distances:

In a southeasterly direction, with said curve to the right, an arc distance of 27.93 feet to a point for corner;  
South 58°17'41" East, a distance of 151.70 feet to a point for corner in said northerly line;

**THENCE** with said northerly line, South 59°06'35" West, a distance of 16.90 feet to a point for corner in said north right-of-way line of Olympus Boulevard;

**THENCE** departing said northerly line and with said north right-of-way line, the following courses and distances:

North 58°17'41" West, a distance of 143.92 feet to the beginning of a tangent curve to the left having a central angle of 2°22'24", a radius of 655.00 feet, a chord bearing and distance of North 59°28'53" West, 27.13 feet;

In a northwesterly direction with said curve to the left, an arc distance of 27.13 feet to the **POINT OF BEGINNING** and containing 2,630 square feet or 0.0604 acres of land.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

**EXHIBIT "B"**  
**DEPICTION OF EASEMENT PROPERTY**

