

vehicular ingress and egress over the adjacent property of GRANTOR along any route that is reasonable and appropriate under the circumstances then existing in order to obtain access.

TERM: The EASEMENT, right-of-way, rights, other privileges and access rights granted herein, as well as the covenants made herein, shall be perpetual and appurtenant to the land, unless expressly abandoned by GRANTEE and each of GRANTEE's licensees and/or permittees, if any, for a continuous period of 10 years. In the event the EASEMENT is so abandoned, GRANTEE shall remove, at GRANTEE's sole cost and expense, from the EASEMENT PROPERTY those portions of the PROJECT that are located above ground. Any portion of the PROJECT not so removed from the EASEMENT PROPERTY shall be deemed to have been abandoned by GRANTEE. GRANTOR agrees that GRANTEE shall have no further obligations related to any portion of the PROJECT that is deemed to be abandoned pursuant to this paragraph, and GRANTEE waives any and all rights, title and/or interest in and/or any claim for damages to said portion of the PROJECT so abandoned as described herein.

TREES: GRANTEE shall have the right to cut, trim, chemically treat with herbicides, and/or remove trees, shrubs, bushes, brush and vegetation within or adjacent to the EASEMENT PROPERTY or otherwise necessary to realize the PURPOSE herein stated.

STRUCTURES: GRANTOR shall not construct or locate on the EASEMENT PROPERTY any structure, obstruction or improvement, except that GRANTOR shall be permitted to place within the EASEMENT PROPERTY paved driveways, paved parking areas, paved sidewalks, paved walkways, concrete curbing, and landscaping that does not unreasonably restrict or prevent GRANTEE from utilizing the EASEMENT PROPERTY for the stated PURPOSE (collectively, the "PERMITTED IMPROVEMENTS"). Upon the request of GRANTEE, GRANTOR promptly shall remove from the EASEMENT PROPERTY any structure, improvement, or obstruction that GRANTEE determines in its reasonable discretion must be removed in connection with its use of the EASEMENT PROPERTY for the stated PURPOSE; provided, however, if such structure, improvement or obstruction requested to be removed by GRANTEE is a PERMITTED IMPROVEMENT, the cost of removal and the cost to restore and/or replace such PERMITTED IMPROVEMENT shall be borne by GRANTEE. In all other events, the cost of removal of any structures, improvements or obstructions shall be borne by GRANTOR. Additionally, if GRANTOR fails to promptly remove the item requested by GRANTEE, GRANTEE shall have the right to remove same from the EASEMENT PROPERTY with the cost of removal and the cost of any subsequent restoration and/or replacement to be borne by the applicable of GRANTOR or GRANTEE as provided above in this paragraph.

DAMAGES: It is understood and agreed that the CONSIDERATION received by GRANTOR includes adequate compensation for the grant of the easement, right-of-way and other rights, privileges and appurtenances contained in this instrument and any damages arising out of GRANTEE's lawful exercise of any PURPOSE. GRANTEE shall not be liable for damages caused by keeping the EASEMENT PROPERTY clear of trees, undergrowth, brush, and obstructions. Notwithstanding the foregoing, GRANTEE shall repair and/or restore the surface of the EASEMENT PROPERTY and the surface of GRANTOR's adjacent property to substantially the same condition as existed immediately prior to any damage thereto that is directly caused by GRANTEE's exercise of its rights hereunder; provided, however, that in no event shall GRANTEE have any obligation or liability to repair and/or restore any structure, obstruction or improvement located on the EASEMENT PROPERTY that is not permitted to be located thereon in this instrument.

MINERALS: GRANTOR expressly reserves all oil, gas, and other minerals owned by GRANTOR in, on, and under the EASEMENT PROPERTY, provided that GRANTOR shall not be permitted to, and shall not allow any party to, drill or excavate for minerals on or from the surface of the EASEMENT PROPERTY, but GRANTOR may extract oil, gas, or other minerals from and under the EASEMENT PROPERTY by directional drilling or other means which do not interfere with or disturb GRANTEE's use of the EASEMENT PROPERTY. GRANTOR agrees to consult with GRANTEE concerning the location of GRANTEE's facilities in the EASEMENT PROPERTY prior to exercising GRANTOR's rights under this paragraph. GRANTOR, to the extent permitted by law and without waiving any governmental immunities or rights, indemnifies and agrees to hold GRANTEE harmless for and against all losses, costs, expenses, and other claims that may be suffered by, or otherwise claimed against GRANTEE in whole or in part due to GRANTOR's exercise of its rights under this paragraph.

OWNERSHIP: GRANTOR agrees that all poles, wires, cables, circuits, appurtenances, facilities, appliances and equipment installed upon the EASEMENT PROPERTY, and not so abandoned as set forth herein, shall at all times remain the property of the GRANTEE and are removable at the option of the GRANTEE, regardless of the extent to which such items are attached or affiliated to the EASEMENT PROPERTY or any improvements thereon, or the extent to which removal of such items may damage such items or the EASEMENT PROPERTY or improvements located thereon.

AUTHORITY: GRANTOR represents and warrants to GRANTEE that GRANTOR has the full right, power, and authority to execute and deliver this Electric Line Easement and Right-of-Way, that this Electric Line Easement and Right-of-Way does not violate the terms or provisions of any other agreement to which GRANTOR is a party (including from any mortgage) or to which the EASEMENT PROPERTY is subject, that each person signing this Electric Line Easement and Right-of-Way on behalf of GRANTOR is authorized to do so, and that GRANTOR has obtained any and all third party consents (including from any mortgagee) necessary for the execution and delivery of this Electric Line Easement and Right-of-Way.

ASSIGNMENT AND MISCELLANEOUS: This instrument, and the terms and conditions contained herein, shall inure to the benefit of and be binding upon GRANTEE and GRANTOR, and their respective heirs, personal and legal representatives, successors, and assigns, and shall be covenants running with the land for the benefit of GRANTEE. When the context requires, singular nouns and pronouns include the plural. When appropriate, the term "GRANTEE" includes the employees, authorized agents, licensees and permittees of GRANTEE. GRANTEE shall have the right to assign this instrument, and the rights and privileges hereunder in favor of GRANTEE, in whole or in part.

MULTIPLE COUNTERPARTS: This Electric Line Easement and Right-of-Way may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed collectively to be one and the same instrument.

WARRANTY: GRANTOR warrants and shall forever defend the EASEMENT to GRANTEE against anyone lawfully claiming or to claim the EASEMENT or any part thereof, by, through or under GRANTOR, but not otherwise, subject to those matters set forth in instruments recorded in the Real Property Records of Denton County, Texas, to the extent such matters are in full force and effect and actually affect the EASEMENT PROPERTY.

EXECUTED as of the EFFECTIVE DATE.

GRANTOR:

DENTON INDEPENDENT SCHOOL DISTRICT

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on this _____ day of _____, 2021,
by _____, _____ of
Denton Independent School District, on behalf of said district.

NOTARY PUBLIC

EXHIBIT A

Legal Description of the Easement Property

[See the following 5 pages.]



Coleman & Assoc. Land Surveying

P. O. Box 686
Denton, Texas 76202
Phone (940)565-8215 Fax (940)565-9800
REGISTRATION #10095100

10-Ft. Coserv Easement #2
0.127 of an Acre of Land

FIELD NOTES to all that certain tract of land situated in the T. Navo Survey Abstract Number 964, Town of Little Elm, Denton County, Texas and being a part of Lot 1, Block A, Navo High School Addition as shown by the plat thereof recorded in Document 2016-2165 of the Plat Records of Denton County, Texas; the subject easement being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod with a yellow plastic cap stamped "COLEMAN RPLS 4001" set for the Northeast corner of the said Lot 1 on the South right-of-way line of U. S. Highway 380;

THENCE South 01 Degrees 24 Minutes 19 Seconds West with the East line of Lot 1 a distance of 20.00 feet to the South line of a 20-Ft. Water Easement recorded in said Document Number 2016-2165;

THENCE North 87 Degrees 44 Minutes 07 Seconds West with the said South line of the Water Easement a distance of 302.94 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "COLEMAN RPLS 4001" set at the PLACE OF BEGINNING for the Northeast corner of the easement being described herein;

THENCE Southwesterly across Lot 1 the following eight calls:

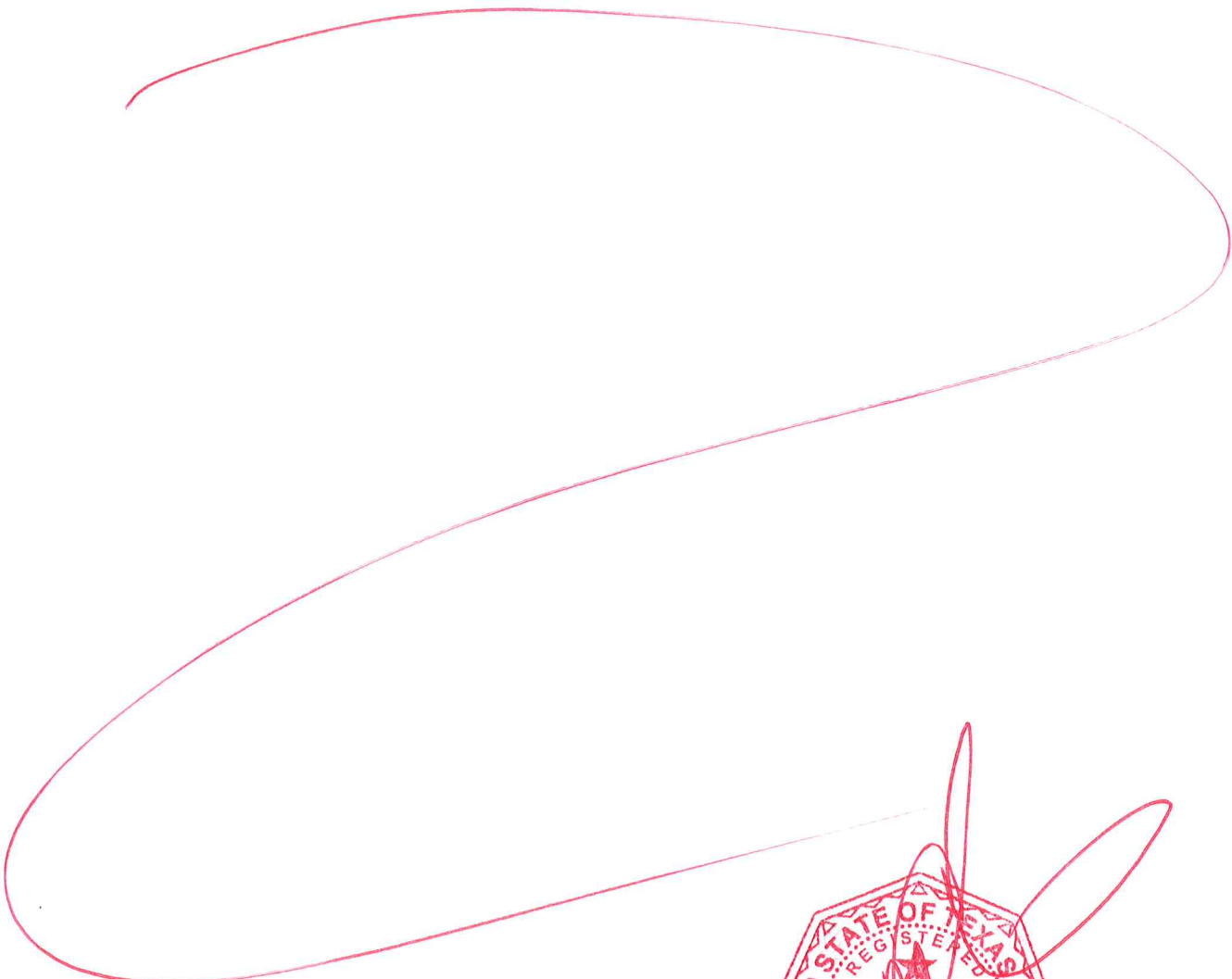
1. South 02 Degrees 15 Minutes 53 Seconds West a distance of 73.85 feet to a 5/8 inch iron rod with a red plastic cap stamped "COLEMAN RPLS 4001" set (hereinafter referred to as 5/8IRS);
2. South 22 Degrees 36 Minutes 10 Seconds West a distance of 53.08 feet to a 5/8IRS;
3. South 88 Degrees 10 Minutes 50 Seconds East a distance of 2.15 feet;
4. South 01 Degrees 49 Minutes 10 Seconds West a distance of 15.00 feet;
5. North 88 Degrees 10 Minutes 50 Seconds West a distance of 2.50 feet;
6. South 01 Degrees 49 Minutes 10 Seconds West a distance of 379.95 feet;
7. South 88 Degrees 10 Minutes 40 Seconds East a distance of 2.50 feet;
8. South 01 Degrees 49 Minutes 10 Seconds West a distance of 15.00 feet to a 5/8IRS at the Southeast corner of the herein described easement;

THENCE North 88 Degrees 10 Minutes 50 Seconds West across Lot 1 a distance of 15.00 feet to a 5/8IRS for the Southwest corner of the herein described easement;

THENCE Northeasterly across Lot 1 the following eight calls:

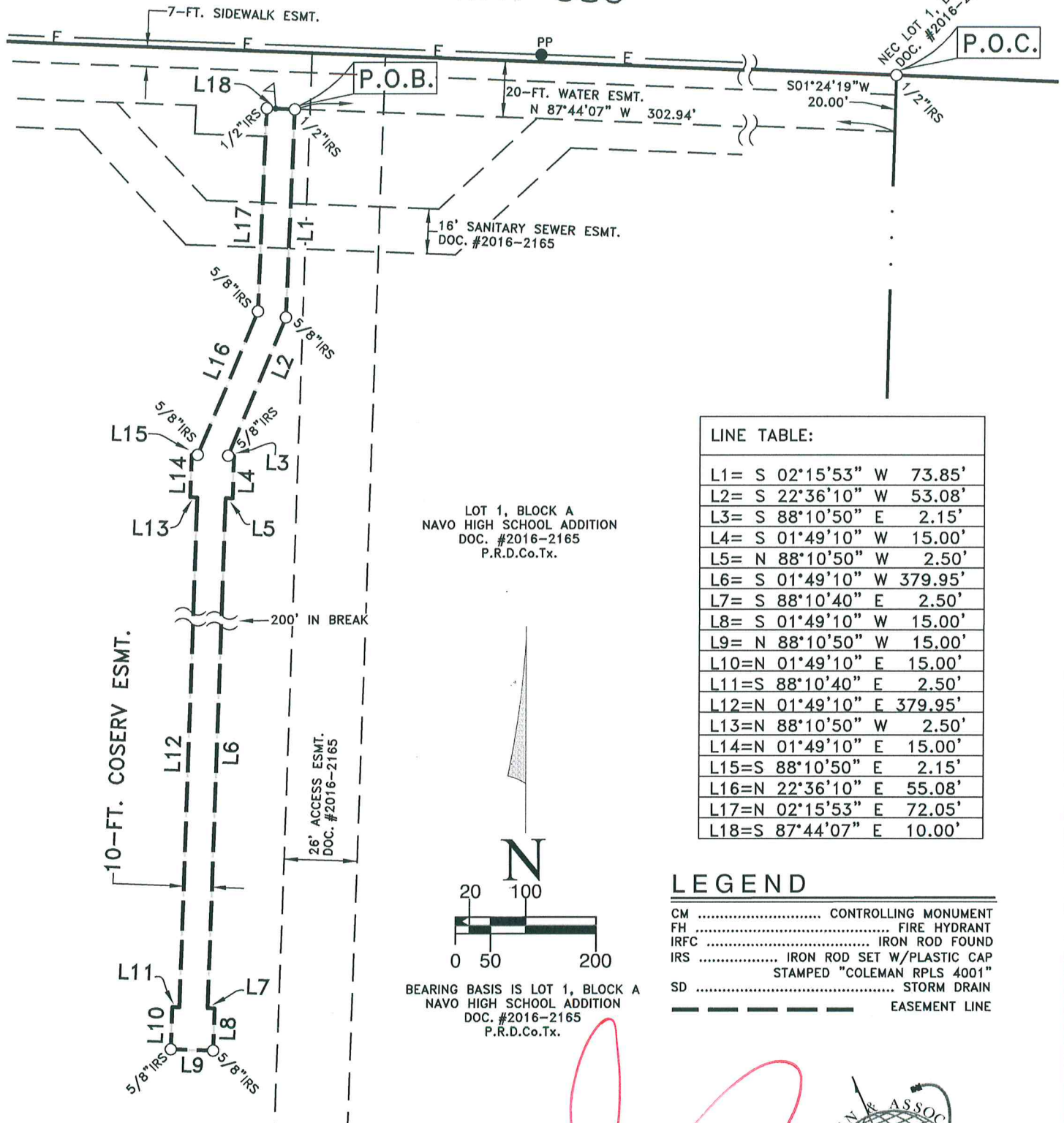
1. North 01 Degrees 49 Minutes 10 Seconds East a distance of 15.00 feet;
2. South 88 Degrees 10 Minutes 40 Seconds East a distance of 2.50 feet;
3. North 01 Degrees 49 Minutes 10 Seconds East a distance of 379.95 feet;
4. North 88 Degrees 10 Minutes 50 Seconds West a distance of 2.50 feet;
5. North 01 Degrees 49 Minutes 10 Seconds East a distance of 15.00 feet;
6. South 88 Degrees 10 Minutes 50 Seconds East a distance of 2.15 feet to a 5/8IRS;
7. North 22 Degrees 36 Minutes 10 Seconds East a distance of 55.08 feet;
8. North 02 Degrees 15 Minutes 53 Seconds East a distance of 72.05 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "COLEMAN RPLS 4001" set on the South line of the said 20-Ft. Water Easement;

THENCE South 87 Degree 44 Minutes 07 Seconds East with the South line of the 20-Ft. Water Easement a distance of 10.00 feet to the PLACE OF BEGINNING and enclosing 0.127 of an acre of land.



1 NOV '21

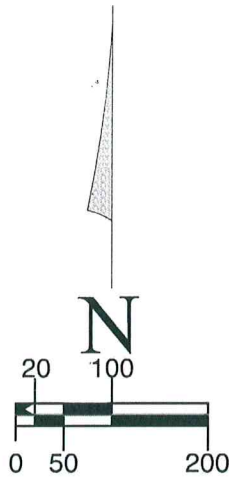
U.S. HIGHWAY 380



LOT 1, BLOCK A
NAVO HIGH SCHOOL ADDITION
DOC. #2016-2165
P.R.D.Co.Tx.

LINE TABLE:

L1=	S 02°15'53" W	73.85'
L2=	S 22°36'10" W	53.08'
L3=	S 88°10'50" E	2.15'
L4=	S 01°49'10" W	15.00'
L5=	N 88°10'50" W	2.50'
L6=	S 01°49'10" W	379.95'
L7=	S 88°10'40" E	2.50'
L8=	S 01°49'10" W	15.00'
L9=	N 88°10'50" W	15.00'
L10=	N 01°49'10" E	15.00'
L11=	S 88°10'40" E	2.50'
L12=	N 01°49'10" E	379.95'
L13=	N 88°10'50" W	2.50'
L14=	N 01°49'10" E	15.00'
L15=	S 88°10'50" E	2.15'
L16=	N 22°36'10" E	55.08'
L17=	N 02°15'53" E	72.05'
L18=	S 87°44'07" E	10.00'



BEARING BASIS IS LOT 1, BLOCK A
NAVO HIGH SCHOOL ADDITION
DOC. #2016-2165
P.R.D.Co.Tx.

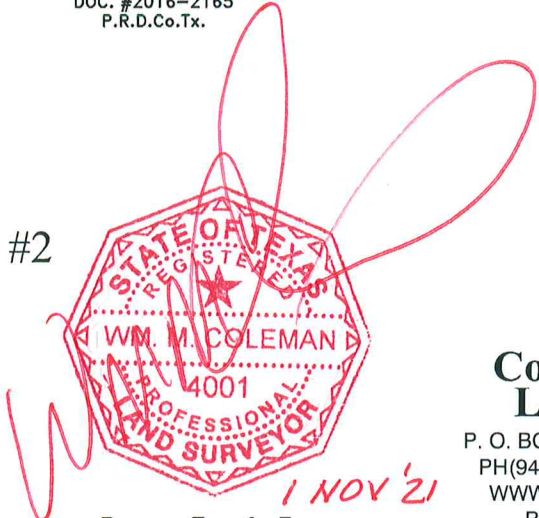
LEGEND

- CM CONTROLLING MONUMENT
- FH FIRE HYDRANT
- IRFC IRON ROD FOUND
- IRS IRON ROD SET W/PLASTIC CAP
STAMPED "COLEMAN RPLS 4001"
- SD STORM DRAIN
- EASEMENT LINE

10-FT. COSERV ELEC. ESMT. #2
0.127 OF AN ACRE
NAVO HIGH SCHOOL ADDITION

IN THE T. NAVO SY. A-964
LITTLE ELM, DENTON COUNTY, TEXAS

DRAWN: MGD JOB #: 21-2324
CHECKED: WMC DATE: 09-30-21
REVISED: 10-28-21 SCALE: 1"=200'



**Coleman & Assoc.
Land Surveying**

P. O. BOX 686 DENTON, TEXAS 76202
PH(940)565-8215, FAX (940)565-9800,
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REGISTRATION #10095100
© 2021 COLEMAN & ASSOC. LAND SURVEYING



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P. O. Box 686
Denton, Texas 76202
Phone (940)565-8215 Fax (940)565-9800
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10-Ft. Coserv Easement #1
0.079 of an Acre of Land

FIELD NOTES to all that certain tract of land situated in the T. Navo Survey Abstract Number 964, Town of Little Elm, Denton County, Texas and being a part of Lot 1, Block A, Navo High School Addition as shown by the plat thereof recorded in Document 2016-2165 of the Plat Records of Denton County, Texas; the subject easement being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod with a yellow plastic cap stamped "COLEMAN RPLS 4001" set (hereinafter referred to as 1/2IRS) for the Northeast corner of the said Lot 1 on the South right-of-way line of U. S. Highway 380;

THENCE South 01 Degrees 24 Minutes 19 Seconds West with the East line of Lot 1 a distance of 20.00 feet to the South line of a 20-Ft. Water Easement recorded in said Document Number 2016-2165;

THENCE North 87 Degrees 44 Minutes 07 Seconds West with the said South line of the Water Easement a distance of 898.10 feet to a 1/2IRS at the PLACE OF BEGINNING for the Northeast corner of the easement being described herein;

THENCE Southeasterly and Northwesterly across Lot 1 the following 13 calls:

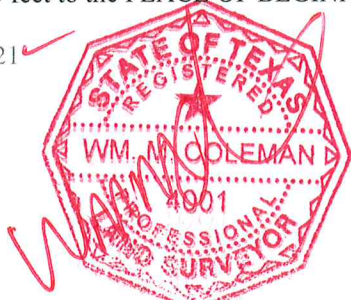
1. South 01 Degrees 49 Minutes 10 Seconds West a distance of 62.03 feet to a 1/2IRS;
2. South 01 Degrees 10 Minutes 57 Seconds East a distance of 193.10 feet to a 1/2IRS;
3. South 51 Degrees 12 Minutes 30 Seconds East a distance of 27.22 feet to a 1/2IRS;
4. South 87 Degrees 37 Minutes 45 Seconds East a distance of 33.41 feet;
5. North 02 Degrees 25 Minutes 15 Seconds East a distance of 2.50 feet;
6. South 87 Degrees 37 Minutes 45 Seconds East a distance of 15.00 feet to a 1/2IRS;
7. South 02 Degrees 22 Minutes 15 Seconds West a distance of 15.00 feet to a 1/2IRS;
8. North 87 Degrees 37 Minutes 45 Seconds West a distance of 15.00 feet;
9. North 02 Degrees 22 Minutes 15 Seconds East a distance of 2.50 feet;
10. North 87 Degrees 37 Minutes 45 Seconds West a distance of 36.70 feet to a 1/2IRS;
11. North 51 Degrees 12 Minutes 30 Seconds West a distance of 35.17 feet to a 1/2IRS;
12. North 01 Degrees 10 Minutes 57 Seconds West a distance of 198.02 feet to a 1/2IRS;
13. North 01 Degrees 49 Minutes 10 Seconds East a distance of 52.37 feet to the South line of the 20-Ft. Water Easement;

THENCE South 87 Degree 44 Minutes 07 Seconds East with the South line of the 20-Ft. Water Easement a distance of 3.35 feet to a salient corner thereof;

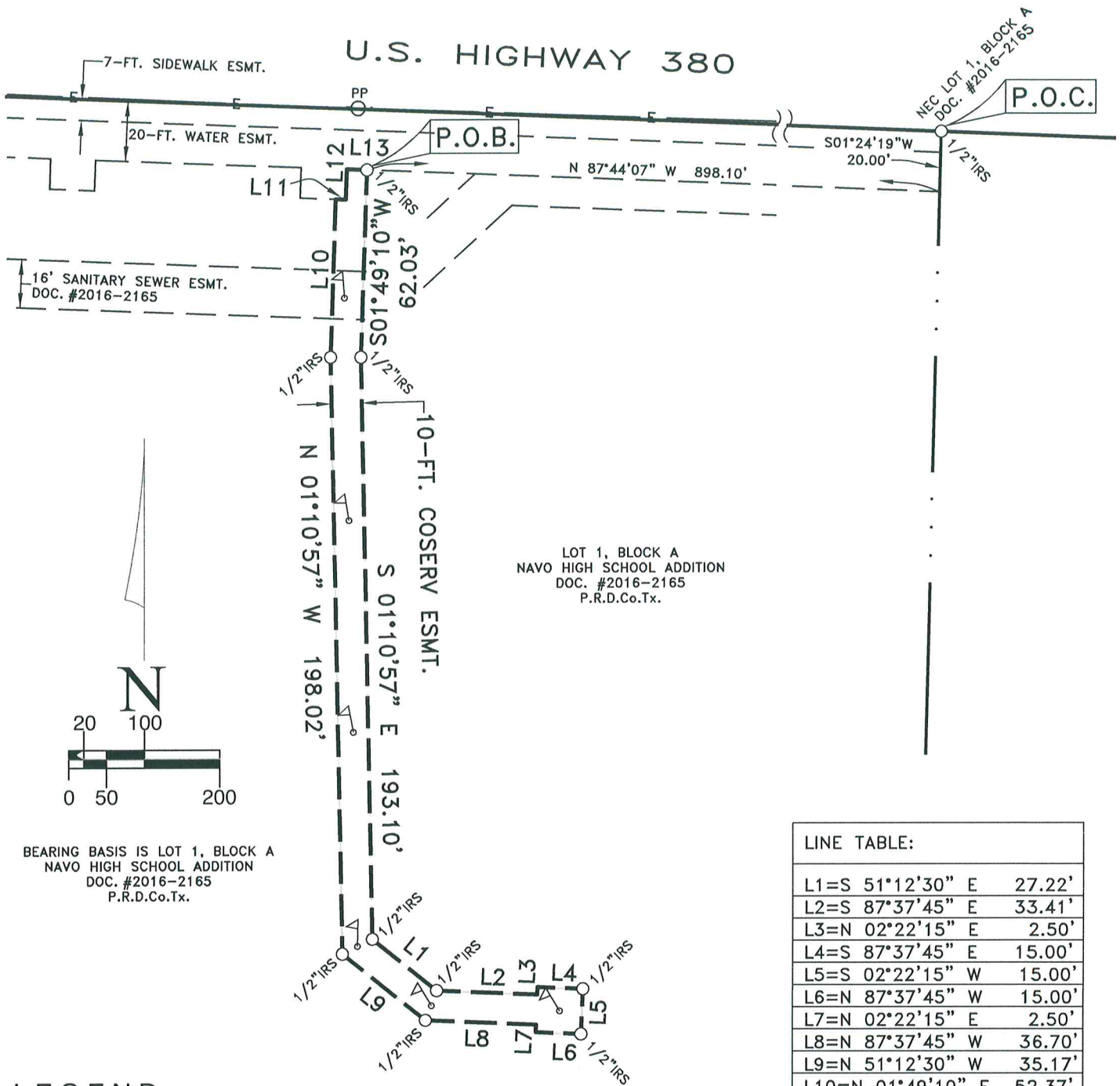
THENCE North 01 Degrees 49 Minutes 10 Seconds East continuing with the South line of the 20-Ft. Water Easement a distance of 10.00 feet to a reentrant corner thereof;

THENCE South 87 Degree 44 Minutes 07 Seconds East continuing with the South line of the 20-Ft. Water Easement a distance of 6.65 feet to the PLACE OF BEGINNING and enclosing 0.079 of an acre of land.

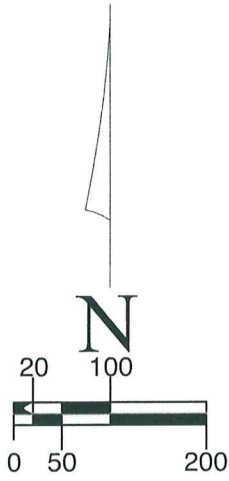
Revised: 11-04-21



U.S. HIGHWAY 380



LOT 1, BLOCK A
NAVO HIGH SCHOOL ADDITION
DOC. #2016-2165
P.R.D.Co.Tx.



BEARING BASIS IS LOT 1, BLOCK A
NAVO HIGH SCHOOL ADDITION
DOC. #2016-2165
P.R.D.Co.Tx.

LINE TABLE:		
L1	=S 51°12'30" E	27.22'
L2	=S 87°37'45" E	33.41'
L3	=N 02°22'15" E	2.50'
L4	=S 87°37'45" E	15.00'
L5	=S 02°22'15" W	15.00'
L6	=N 87°37'45" W	15.00'
L7	=N 02°22'15" E	2.50'
L8	=N 87°37'45" W	36.70'
L9	=N 51°12'30" W	35.17'
L10	=N 01°49'10" E	52.37'
L11	=S 87°44'07" E	3.35'
L12	=N 01°49'10" E	10.00'
L13	=S 87°44'07" E	6.65'

LEGEND

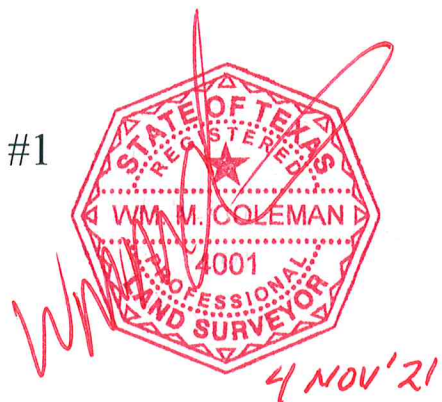
- CM CONTROLLING MONUMENT
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