

DRAINAGE EASEMENT AND RIGHT-OF-WAY

STATE OF TEXAS

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KNOW ALL MEN THESE PRESENTS:

COUNTY OF DENTON

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EFFECTIVE DATE: January ____, 2016.

GRANTOR: Denton Independent School District

GRANTOR'S MAILING ADDRESS (including County): SUPERINTENDENT
1307 North Locust Street
Denton, Denton County, Texas 76201

GRANTEE: HSM Adkisson Ranch, LTD.
14001 Dallas Parkway, 11th Floor
Dallas, Dallas County, Texas 75240

CONSIDERATION: The provision for drainage improvements and other benefits inuring to the GRANTOR and Ten and No/100's dollars (\$10.00) and other goods and valuable consideration, the receipt and sufficiency of which is deemed valuable to GRANTOR being hereby expressly acknowledged and accepted by GRANTOR.

EASEMENT PROPERTY: The EASEMENT PROPERTY is that certain tract of land more particularly described in the attached Exhibit A, incorporated herein by this reference for all purposes, together with the subsurface below and air space above the tract of land.

PROJECT: The PROJECT means improvements for drainage channels, drainage pipe, drainage conveyance structures, with all associated culverts, structures, and other appurtenances, facilities, and equipment.

GRANT: GRANTOR, for the CONSIDERATION received by GRANTOR, and pursuant to Texas Local Government Code, Chapter 272, does hereby grant, sell, and convey to GRANTEE an EASEMENT appurtenant and Right-of-Way in, upon, and across the EASEMENT PROPERTY, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold, to the GRANTEE and GRANTEE's successors and assigns forever.

PURPOSE: The EASEMENT, right-of-way, rights, and privileges herein granted shall be used for the purpose of constructing drainage improvements, installing, operating, using, maintaining, repairing, modifying, upgrading, monitoring, inspecting, patrolling, replacing, making connections with, removing, and decommissioning the PROJECT or any part of the PROJECT.

ACCESS: GRANTEE shall have the right of pedestrian, equipment, and vehicular ingress and egress at all times upon and across the EASEMENT PROPERTY for the above stated PURPOSE; but such ingress and egress shall be from and to GRANTEE's property, and not GRANTOR'S property.

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 any of the purposes or obligations are not fulfilled by GRANTEE or GRANTEE's licensees and/or permittees, if any, for a continuous period of two (2) years.

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 the 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 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 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 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 drainage pipe, drainage conveyance structures, appurtenances, facilities, and equipment installed upon the EASEMENT PROPERTY 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 therein, or the extent to which removal of such items may damage such items or the EASEMENT PROPERTY or improvements located thereon. Notwithstanding the foregoing, upon GRANTEE's removal of any of its personal property from the EASEMENT PROPERTY, GRANTEE shall repair and 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 the removal of GRANTEE's personal property.

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.

WARRANTY: GRANTOR warrants and shall forever defend the EASEMENT to GRANTEE against anyone lawfully claiming or to claim the EASEMENT or any part thereof.

The foregoing Drainage Easement and Right-Of-Way was offered for approval on motion made by _____, seconded by _____, and after discussion was adopted by the Board of Trustees of the Denton Independent School District at a regularly scheduled meeting called, posted, and held in Denton, Denton County, Texas, on January 12, 2016, at which ____ Trustees were present, by the following vote: ____ For, ____ Against, and ____ Abstaining.

DENTON INDEPENDENT SCHOOL DISTRICT

By: _____

President, Board of Trustees

ATTEST:

By: _____

Secretary, Board of Trustees

ACKNOWLEDGEMENT

STATE OF TEXAS §
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COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared, BARBARA BURNS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she, in her capacity as President of the Denton Independent School District Board of Trustees, executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this _____ day of January, 2016.

Notary Public, State of Texas

Notary's Printed Name

My Commission Expires: _____

After Recording, Return to:
Don Plunk
HSM Adkisson Ranch, LTD.
14001 Dallas Parkway, 11th Floor
Dallas, Texas 75240

EXHIBIT A

LEGAL DESCRIPTION VARIABLE WIDTH DRAINAGE EASEMENT 13,393 SQ FT or 0.307 ACRES

BEING a tract of land situated in the W.D. DURHAM SURVEY, ABSTRACT NO. 330, Town of Shady Shores, Denton County, Texas and being part of Lot 1, Block A of ADKISSON RANCH SCHOOL ADDITION, an Addition to the Town of Shady Shores, Denton County, Texas, according to the Plat filed for record in Cabinet Y, Slide A, Plat Records, Denton County, Texas and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod found in the north line of said ADKISSON RANCH SCHOOL ADDITION, for the common southeast corner of a tract of land conveyed to July Linett and Michael Linett, according to the document filed of record in Document Number 2012-72351, Deed Records, Denton County, Texas and southwest corner of a tract of land conveyed to July Linett and Michael Linett, according to the document filed of record in Document Number 2014-93402, Deed Records, Denton County, Texas;

THENCE South 87° 32' 30" East, leaving said common corner and with said north line, a distance of 141.05 feet to a point for corner in the common north line of said Addition and south line of a tract of land conveyed to Adkisson Ranch, L.P., according to the document filed for record in Document Number 2007-39084, Deed Records, Denton County, Texas, said point being at the beginning of a non-tangent curve to the right having a central angle of 61° 43' 33", a radius of 95.00 feet and a chord bearing and distance of South 61° 35' 42" West, 97.47 feet;

THENCE Leaving said common line, over and across said Addition, the following four (4) courses and distances:

With said curve to the right, an arc distance of 102.35 feet to a point for corner;

North 87° 32' 30" West, a distance of 189.24 feet to a point for corner;

South 83° 43' 29" West, a distance of 19.04 feet to a point for corner;

North 02° 27' 30" East, a distance of 50.62 feet to a point for corner in the common north line of the above mentioned Addition and south line of the above mentioned Linnett tract recorded in Document Number 2012-72351;

THENCE North 83° 43' 29" East, with said common line, a distance of 14.94 feet to a point for corner;

THENCE South 87° 32' 30" East, continuing with said common line, a distance of 135.92 feet to the **POINT OF BEGINNING** and containing 13,393 square feet or 0.0 acres of land, more or less.

