

AFTER RECORDING RETURN TO:
Mustang Special Utility District
7985 FM 2931
Aubrey, TX 76227

EASEMENT AND RIGHT-OF-WAY
(Including Temporary Easement for Construction)

STATE OF TEXAS

§

§

COUNTY OF DENTON

§

KNOW ALL MEN BY THESE PRESENTS

That Braswell High School (DISD High School #4) (“Grantor”), for and in consideration of TEN DOLLARS AND NO/100 (\$10.00) and other good and valuable consideration paid to Grantor by Mustang Special Utility District (“Grantee”), the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto Grantee, its successors and assigns, a twenty foot (20’) permanent easement and right-of-way (the “Easement”) to erect, construct, install, and lay and thereafter access and use, operate, inspect, repair, alter, protect, maintain, replace, upgrade, parallel, add and remove water distribution lines and wastewater collection lines, if applicable, (the pipelines) and appurtenances, and any other facilities necessary to serve Grantor’s property as well as Grantee’s current and future system-wide customers, (collectively, the “Improvements”) under and across 0.655 acres of land, more particularly depicted and described in Exhibit A attached hereto and made a part hereof by reference as if fully set forth herein (the “Easement Property”).

Grantor also grants and conveys unto Grantee a ten foot (10’) wide temporary construction easement, parallel to and immediately adjacent of the Easement Property for use in connection with the initial installation of the Improvements by Grantee, within the Easement Property and for the storage of excavation material resulting from such construction (the “Temporary Construction Easement”). The Temporary Construction Easement will expire upon completion of construction and acceptance of the Improvements by Grantee.

Grantee shall have such other rights and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation: the reasonable right from time-to-time to remove any and all paving, trees and undergrowth, and other obstructions that injure the Improvements.

Grantor, its successors and assigns, may fully use and enjoy the Easement Property, except that such use and enjoyment shall not hinder conflict or interfere with the exercise of Grantee’s rights hereunder and no building, structure or reservoir shall be constructed upon, over or across the Easement Property without Grantee’s written consent; provided further that Grantor, its successors and assigns, may construct, dedicate and maintain over and across the Easement Property such driveways, aerial utility lines and fences as will not interfere with Grantee’s use of the Easement for the permitted purposes. The installation of subsurface utility lines across the Easement are subject to Mustang’s prior written consent.

Grantee shall clean up and remove all trash and debris caused by the installation of the Improvements hereunder or Grantee’s use of the Easement Property, and shall repair all damages caused by the installation of the Improvement or Grantee’s use of the Easement Property within a reasonable time not to exceed forty-five (45) days following completion and acceptance of the Improvements by Grantee. Grantee shall also restore the surface of the land to a smooth contour following said installation or use of

the Easement Property, including the restoration of existing top soil or removal of soils created during construction by Grantee within a reasonable time not to exceed forty-five (45) days completion and acceptance of the Improvements by Grantee. During construction, Grantee shall install such fences, barricades or safety barriers as may be reasonably required to protect the public, livestock or adjacent property.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation of the Improvements referred to herein, and Grantee will maintain the Easement Property in a state of good repair and efficiency so that no damages will result from its use to Grantor's premises. This agreement together with other provisions of this grant shall be perpetual and shall constitute a covenant running with the land for the benefit of Grantee, its successors and assigns. Grantee's rights hereunder may be assigned in whole or in part to one or more assignees.

TO HAVE AND TO HOLD the Easement and rights appurtenant thereto unto Grantee, its successors and assigns, until the Improvements are declared permanently abandoned by Grantee, in which event the Easement Property and rights appurtenant thereto shall cease and terminate and revert to Grantor.

Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Easement and rights appurtenant thereto herein granted to Grantee, or Grantee's successors and assigns, against every person whomsoever claiming, or to claim, the same or any part thereof.

It is expressly understood that all rights, conveyances or covenants are herein written, and no verbal agreements of any kind shall be binding or recognized or in any way modify this instrument of conveyance.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED this _____ day of _____, 2022.

GRANTOR:

By: _____

Name: _____

Title: _____

Date: _____

THE STATE OF TEXAS §

COUNTY OF §

This instrument was acknowledged before on _____, 2022, by _____
the _____ of _____, on behalf of and with authority
of said entity.

Notary Public, State of Texas

Exhibit A



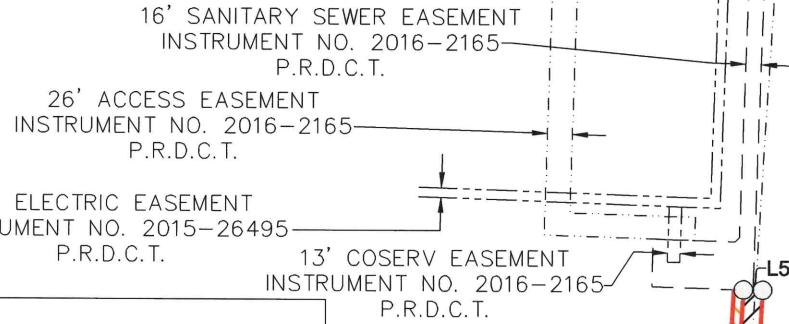
0' 200' 400' 600'

PLAT OF SURVEY

Line Table		
Line No.	Bearing	Distance
L1	N88°43'26"W	20.01'
L2	N00°18'10"W	115.82'
L3	N89°32'49"E	517.97'
L4	N03°26'26"E	684.08'
L5	S88°11'11"E	20.01'
L6	S03°26'26"W	685.04'
L7	S89°32'49"W	498.48'
L8	S00°18'10"E	96.43'

**THOMAS NAVO SURVEY
A-964**

Curve Table					
Curve #	Radius	Arc Length	Chord Length	Chord Bearing	Delta Angle
C1	80.58	113.80	104.57	N46° 17' 50"E	80° 55' 08"
C2	100.58	143.00	131.25	S46° 19' 04"W	81° 27' 48"



1" = 200'

NOTE: "O" DENOTES POINT FOR CORNER UNLESS OTHERWISE NOTED.

NOTE: FIELD NOTES TO ACCOMPANY THIS PLAT.

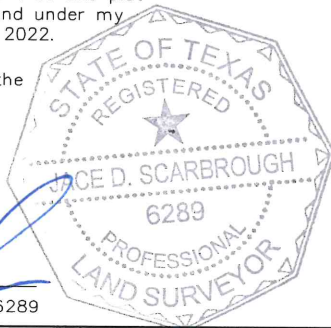
NOTE: NO ATTEMPT WAS MADE TO LOCATE UNDERGROUND PIPELINES OR UTILITIES.

NOTE: THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD NOT SHOWN.

The bearings hereon were oriented to agree with Grid North and were derived by the use of G.P.S. equipment. (TX North Central Zone - NAD 83)

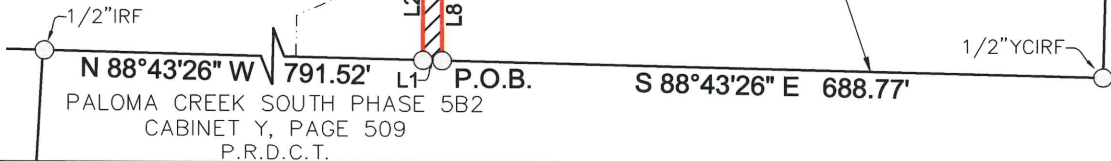
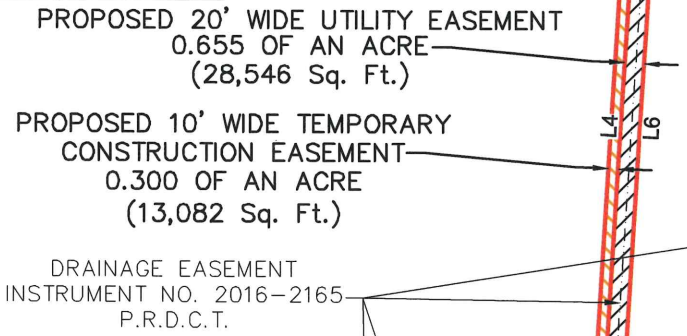
I, Jace D. Scarbrough, do hereby state that this plat represents a survey made on the ground under my supervision during the month of April, 2022.

GIVEN UNDER MY HAND & SEAL, this the 2nd day of May, 2022.



JACE D. SCARBROUGH - R.P.L.S. No. 6289

CALLLED 108.920 ACRES
LOT 1, BLOCK A
NAVO HIGH SCHOOL ADDITION
INSTRUMENT NO. 2016-2165
P.R.D.C.T.



SPIRITAS RANCH ENTERPRISE, LLP
VOLUME 2737, PAGE 135
R.P.R.D.C.T.

JDS SURVEYING, INC.
WWW.JDSSURVEY.COM
PROFESSIONAL SURVEYING & MAPPING
T.B.P.E.L.S. Firm Registration No. 10194118
159 W. Main, Van, TX 75790 - Phone: (903) 963-2333

**PLAT SHOWING
20' WIDE UTILITY EASEMENT LOCATED IN THE
THOMAS NAVO SURVEY, ABSTRACT NO. 964
DENTON COUNTY, TEXAS**

LEGEND	
YCIRF	IRON ROD W/YELLOW CAP
IRF	IRON ROD FOUND
R.P.R.D.C.T.	REAL PROPERTY RECORDS DENTON COUNTY, TEXAS
P.R.D.C.T.	PLAT RECORDS DENTON COUNTY, TEXAS
	20' WIDE UTILITY EASEMENT

SCALE: 1" = 200'	DRAWN BY: GH
DATE: 05-02-2022	FILE No. 1922-NHS FM

JDS SURVEYING, INC.

T.B.P.E.L.S. Firm Registration No. 10194118

159 W. MAIN - VAN, TX 75790 – Phone: (903) 963-2333

PROPOSED 20' WIDE UTILITY EASEMENT 0.655 AC. (28,546 S.F.)

All that certain lot, tract or parcel of land located within the Thomas Navo Survey, Abstract No. 964 of Denton County, Texas, and being a portion of a called 108.920 acre tract, being Lot 1, Block A of the Navo High School Addition, according to a plat recorded in Instrument No. 2016-2165 of the Plat Records of Denton County, Texas, and this 0.655 acre tract being more fully described as follows:

BEGINNING at a Point in the common line of said called 108.920 acre tract and Paloma Creek South Addition, Phase 5B2, according to a plat recorded in Cabinet Y, Page 509 of the Plat Records of Denton County, Texas, from which a 1/2" Iron Rod Found with yellow cap at the Southeast corner of said 108.920 acre tract bears South 88 deg. 43 min. 26 sec. East, a distance of 688.77 feet;

THENCE North 88 deg. 43 min. 26 sec. West, with said common line, a distance of 20.01 feet to a Point for Corner;

THENCE across said 108.920 acre tract, the following nine (9) courses and distances:

North 00 deg. 18 min. 10 sec. West, a distance of 115.82 feet to a Point for Corner;

North 89 deg. 32 min. 49 sec. East, a distance of 517.97 feet to a Point for Corner at the beginning of a curve to the left, having a central angle of 80 deg. 55 min. 08 sec., a radius of 80.58 feet and a chord bearing and length of North 46 deg. 17 min. 50 sec. East, 104.57 feet;

With said curve to the left, an arc length of 113.80 feet to a Point for Corner;

North 03 deg. 26 min. 26 sec. East, a distance of 684.08 feet to a Point for Corner;

South 88 deg. 11 min. 11 sec. East, a distance of 20.01 feet to a Point for Corner;

South 03 deg. 26 min. 26 sec. West, a distance of 685.04 feet to a Point for Corner at the beginning of a curve to the right, having a central angle of 81 deg. 27 min. 48 sec., a radius of 100.58 feet and a chord bearing and length of South 46 deg. 19 min. 04 sec. West, 131.25 feet;

**PROPOSED 20' WIDE UTILITY EASEMENT
0.655 AC. (28,546 S.F.)**

With said curve to the right, an arc length of 143.00 feet to a Point for Corner;

South 89 deg. 32 min. 49 sec. West, a distance of 498.48 feet to a Point for Corner;

South 00 deg. 18 min. 10 sec. East, a distance of 96.43 feet to the POINT OF BEGINNING AND CONTAINING 0.655 OF AN ACRE (28,546 SQUARE FEET) OF LAND. See Map No. 1922-NHS FM prepared in conjunction with these field notes. The bearings hereon were oriented to agree with Grid North and were derived through the use of G.P.S. equipment (Texas North Central Zone – NAD 83). I, Jace D. Scarbrough, do hereby state that the field notes hereon were prepared from a survey made on the ground under my supervision during the month of April, 2022.

GIVEN UNDER MY HAND & SEAL, this the 2nd day of May, 2022.


Jace D. Scarbrough
Registered Professional Land Surveyor
State of Texas No. 6289

