

**“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 DRIVERS’ LICENSE NUMBER.”**

AFTER RECORDING, RETURN TO:

Town of Prosper  
Attn: Town Secretary  
250 W. First Street  
P.O. Box 307  
Prosper, TX 75078

**WATER EASEMENT & TEMP. CONSTRUCTION EASEMENT**

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STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DENTON

That Denton Independent School District (“Grantor”), whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand to Grantor paid by the **TOWN OF PROSPER, TEXAS**, a Texas home-rule municipality, (“Grantee”) the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, SELL AND CONVEY unto Grantee the easement and right to construct, reconstruct, operate, repair, re-build, replace, relocate, alter, remove and perpetually maintain water line facilities (“Facilities”), together with all incidental improvements, and all necessary laterals in, upon and across certain real property owned by Grantor and located in the Town of Prosper, Denton County, Texas, as more particularly described in and depicted on Exhibit “A”, attached hereto and incorporated herein for all purposes (“Easement Property”). Notwithstanding the foregoing, it is agreed that the Facilities shall not be constructed above the surface of the Easement Property, except other than as needed for blow-offs, valves or fire hydrants at a level even with the natural surface grade of the Easement Property. Furthermore, in installing, maintaining and operating the Facilities, Grantee shall not change the direction or flow of surface drainage of storm water over the Easement Property.

This conveyance also includes a temporary construction easement on such property as described on Exhibit “B” attached hereto and incorporated herein for all purposes (“Temporary Construction Easement Property”) for the purpose of excavation, construction and laying of the Facilities within the Easement Property described herein (the “Temporary Construction Easement”). The Temporary Construction Easement granted herein will terminate and cease upon the earlier of (a) completion of construction of the Facilities and acceptance of the Facilities by the Town of Prosper, or (b) eighteen (18) months from the date Grantor has signed this instrument. As part of the grant hereby made, it is agreed between the parties hereto that any stone, earth, gravel or caliche which may be excavated in the opening, construction or maintenance of said easement may be removed from said premises by Grantee.

TO HAVE AND TO HOLD the same perpetually unto the Grantee, its successors and assigns, together with the right and privilege at all times to enter the Easement Property and/or Temporary Construction Easement Property (but only during the term of the Temporary Construction Easement), or any part of either thereof, for the purpose of constructing, reconstructing, altering, operating, relocating and maintaining the Facilities, and all incidental improvements and for making connections therewith.

Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Easement Property and Temporary Construction Easement Property (but only during the term thereof) 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.

Grantee, its successors and assigns, shall have the right to construct, reconstruct and perpetually maintain Facilities at all times in the future within the Easement Property. If Grantee for any reason is unable to access the Easement Property, then Grantor shall allow Grantee access to the Easement Property over Grantor's adjacent property as may be reasonably necessary for Grantee to access the Easement Property.

Grantee will at all times after doing any work in connection with the construction, operation or repair of the Facilities, restore the surface of the Easement Property and/or Temporary Construction Easement Property as close to the condition in which it was found before such work was undertaken as is reasonably practicable, except for trees, shrubs and structures within the Easement Property and/or Temporary Construction Easement Property that were removed as a result of such work.

There are no liens, attachments, or other monetary encumbrances which will affect the title or right of the Grantor to convey this easement to the Grantee for the purposes as described herein. If such condition does exist, a signature with acknowledgment shall be included and made a part of this document conveying the rights and privileges contained herein.

The easement rights and privileges granted herein are non-exclusive, but Grantor covenants that Grantor will not convey any other easement or conflicting rights within the area covered by this grant which unreasonably interfere with Grantee's rights granted herein and provided all such other grants comply with all applicable local, state and federal laws, ordinances, rules, regulations and/or requirements, as they exist, may be amended or in the future arising. Grantee will not unreasonably deny a request to encroach on the Easement Property.

Further, Grantor shall not place any improvement or take any action, permanent or temporary, which may cause damage or jeopardize the integrity of the Facilities and/or which will affect and/or interfere, in any way, with the rights granted herein. Grantee, may, due to the necessity of repair and maintenance of the Facilities, remove and keep removed any and all improvements to the extent necessary to make repairs; however, any improvement beyond or outside the Easement which is removed shall be replaced at the sole cost of the Grantee.

North Texas Annual Conference of the United Methodist Church, Inc. (the "NTC") may construct the water line as if it were the Grantee of this easement. NTC and Leidecker Properties, Ltd. (and their successors and assigns) may tie into said water line on their own property provided they comply with all requirements of the City of Prosper and applicable local, state and federal laws, ordinances, rules regulations and/or requirements, as they exist, may be amended or in the future arising.

This instrument shall be binding upon, and inure to the benefit of, Grantee and Grantor, and their respective successors or assigns.

This instrument may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

EXECUTED on the dates appearing in the acknowledgements below, however, to be effective on this \_\_\_\_\_ day of July, 2022.

**GRANTOR:**

**Denton Independent School District,**  
a governmental subdivision of the State of Texas

By: \_\_\_\_\_  
Name: Mia Price  
Title: President, Board of Trustees

AGREED AND ACCEPTED:  
***TOWN OF PROSPER, TEXAS***

By: \_\_\_\_\_  
Harlan Jefferson, Town Manager

THE STATE OF TEXAS     §  
  §  
COUNTY OF DENTON     §

BEFORE ME, the undersigned authority, on this day personally appeared Mia Price, in her capacity as President of the Board of Trustees of the Denton Independent School District, known to me; she acknowledged to me she executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said Denton Independent School District.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of July, 2022.

\_\_\_\_\_  
Notary Public in and for the State of Texas  
My Commission Expires:\_\_\_\_\_

THE STATE OF TEXAS     §  
  §  
COUNTY OF COLLIN     §

BEFORE ME, the undersigned authority, on this day personally appeared **Harlan Jefferson, Town Manager** for and on behalf of the **TOWN OF PROSPER, TEXAS**, a Texas home-rule municipal corporation; he acknowledged to me he is the duly authorized representative of the Town of Prosper, Texas and that he executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of July, 2022.

\_\_\_\_\_  
Notary Public in and for the State of Texas  
My Commission Expires:\_\_\_\_\_

***EXHIBIT "A"***  
***Legal Description and Depiction of the Easement Property***

See two pages attached hereto.

***EXHIBIT "B"***

***Legal Description and Depiction of Temporary Construction Easement Property***

The portion of Grantor's property north of the subject easement and south of Noles Road.