

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 forgoing, 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 _____, 2017, 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 §
 §
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 _____, 2017.

Notary Public, State of Texas

Notary's Printed Name

My Commission Expires: _____

After Recording, Return to:

Steve Donosky
HSM Adkisson Ranch, LTD.
1401 Dallas Parkway, 11th Floor
Dallas, Texas 75240

**EXHIBIT A
LEGAL DESCRIPTION
DRAINAGE EASEMENT**

BEING a tract of land situated in the W.D. DURHAM SURVEY, ABSTRACT NO. 330, Town of Shady Shores, Denton County, Texas, 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 document field of record in Cabinet Y, Slide 18, Plat Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at a PK nail found in the approximate centerline of North Garza Road, same being the southeast corner of that tract of land described as HSM Adkisson Ranch, LTD., as recorded in Document No. 2014-102130, Deed Records, Denton County;

THENCE North 87° 32' 30" West, with the south line of said HSM tract, a distance of 42.20 feet to the northeast corner of above mentioned ADKISSON RANCH SCHOOL ADDITION;

THENCE South 02° 04' 29" West, with the east line of said ADKISSON RANCH SCHOOL ADDITION, same being common with the west line of above mentioned North Garza Road, a distance of 15.77 feet to a point for corner;

THENCE South 01° 14' 55" West, with said common line, a distance of 687.06 feet to the **POINT OF BEGINNING** of the tract of land described herein;

THENCE South 01° 14' 55" West, with said common line, a distance of 25.02 feet to a point for corner;

THENCE South 54° 19' 09" West, leaving said common line, a distance of 24.34 feet to a point for corner;

THENCE North 35° 40' 51" West, a distance of 20.00 feet to a point for corner from which a 5/8 inch iron rod found for the southwest corner of that tract of land conveyed to July Linett and Michael Linett, according to the document filed of record in Document No. 2014-93402, Deed Records, Denton County, Texas, same being the southeast corner of that tract of land conveyed to July Linett and Michael Linett, according to the document filed of record in Document No. 2012-72351, Deed Records, Denton County, Texas, bears North 46° 06' 32" West, a distance of 1,098.60 feet;

THENCE North 54° 19' 09" East, a distance of 39.37 feet to the **POINT OF BEGINNING** and containing 0.015 acres of land, more or less.

JULY LINETT AND
MICHAEL LINETT
DOCUMENT NO.
2012-72351
D.R.D.C.T.

JULY LINETT AND
MICHAEL LINETT
DOCUMENT NO.
2014-93402
D.R.D.C.T.

ADKISSON RANCH, L.P.
DOCUMENT NO. 2007-39084
D.R.D.C.T.

HSM ADKISSON
RANCH, LTD.,
DOCUMENT NO.
2014-102130
D.R.D.C.T.



VICINITY MAP



SCALE IN FEET

LEGEND

- PR.D.C.T. = PLAT RECORDS, DENTON COUNTY, TEXAS
- D.R.D.C.T. = DEED RECORDS, DENTON COUNTY, TEXAS
- <CM> = CONTROL MONUMENT
- ⊙ = PK NAIL FOUND (UNLESS OTHERWISE NOTED)
- = POINT FOR CORNER

NOTE: BASIS OF BEARINGS DERIVED FROM THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD83, TEXAS NORTH CENTRAL ZONE (4202). DIRECTION FOR CONTROL ESTABLISHED THROUGH <CM1> AND <CM2> HAVING A BEARING AND DISTANCE OF N 87°32'30" W, 882.21'.

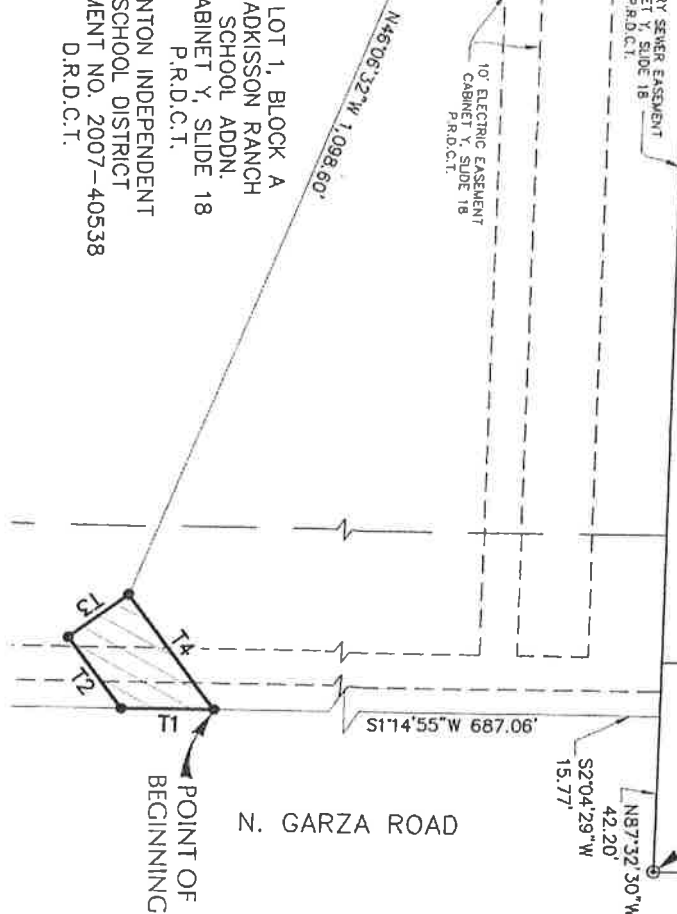
LINE	BEARING	LENGTH
T1	S1°14'55"W	25.02'
T2	S54°19'09"W	24.34'
T3	N35°40'51"W	20.00'
T4	NS4°19'09"E	39.37'

LOT 1, BLOCK A
ADKISSON RANCH
SCHOOL ADDN.
CABINET Y, SLIDE 18
P.R.D.C.T.

DENTON INDEPENDENT
SCHOOL DISTRICT
DOCUMENT NO. 2007-40538
D.R.D.C.T.

DRAINAGE EASEMENT

637 SQUARE FEET OR 0.015 ACRES
W.D. DURHAM SURVEY, ABSTRACT NO. 330
TOWN OF SHADY SHORES, DENTON COUNTY, TEXAS



N. GARZA ROAD



DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694

STATE REGISTRATION NUMBER 1329
SUNSHINE PLAN REGISTRATION NUMBER 10077800

2016-12-14

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Sean Patton
Registered Professional Land Surveyor
No. 5660

