

GRANTOR:

UTILITY EASEMENT

THE STATE OF TEXAS }
 } KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TARRANT }

EXCHANGE:
LOC. CODE:
ORDER NO.:

That Keller Independents School District of the County of Tarrant and State aforesaid, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to us in hand paid by GTE Southwest Incorporated d/b/a Verizon Southwest, convey unto GTE Southwest Incorporated d/b/a Verizon Southwest, its successors and assigns, a non-exclusive utility easement to construct, place, operate, inspect, maintain, repair, replace and remove such communication cables and wires, poles and all other necessary and desirable appurtenances of every kind and nature as Grantee may from time to time require, consisting of cables, wires, poles and necessary fixtures and appurtenances across, under and upon the following described property situated in Tarrant County, State of Texas, to wit:

See attached Exhibits A and B for legal description.

Grantor covenants for itself, its successors, and assigns, not to place or maintain any building or structure on said easement.

Grantor grants to the Grantee the right of ingress and egress to or from said right of way for the purpose of inspecting, maintaining, constructing, reconstructing, operating and removing its buried communication equipment, facilities and associated appurtenances under, across and upon the above described property, and the right to place markers and other devices to support or mark said construction where necessary. Grantee agrees to provide reasonable notice to Grantor of intent to enter and perform work on the Easement and to not unreasonably interfere with Grantor's normal use of the property for operation of education facilities thereon.

Should Grantee or its agents or employees, have occasion to enter upon the premises to install or perform maintenance on such facilities, Grantee agrees to pay Grantor the actual cash value of that portion of grass, landscaping, or paving damaged or destroyed in the course of performance of such maintenance, and Grantor agrees to receive such amount in full discharge of any claim for damages which might have been advanced.

TO HAVE AND TO HOLD the above described easement and rights unto the said Grantee, its successors and assigns, until said line shall be abandoned. Such easement is further subject to the terms and conditions set forth in Exhibit C attached hereto and incorporated herein by reference.

Grantor hereby binds itself to warrant and forever defend, all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Upon abandonment by Grantee of the aforementioned property for the usage of providing telecommunication services, it is hereby expressly agreed that the property will be released from encumbrances and returned to the Grantor.

EXECUTED this ____ day of _____, 2007.

KELLER INDEPENDENT SCHOOL DISTRICT

By: _____

Printed Name: _____

Title: _____

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF TARRANT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledge to me that the same was the act of the said Keller Independent School District, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, A.D. 2007.

(Signature) _____

(Print Name) _____

Notary Public, State of Texas _____

My Commission expires: _____

EXHIBIT A

A strip of land, being a portion of Lot 1, Block 1, Keller Hicks Middle School Addition, shown by plat recorded in Cabinet A, Slide 10642, Plat Records of Tarrant County, Texas, conveyed to the Keller Independent School District by deed recorded in Volume 14000, page 117, Deed Records of Tarrant County, Texas, said strip of land being more particularly described by metes and bounds as follows:

Beginning at a 5/8 inch iron rod with a plastic cap stamped "TNP" found at the northwest corner of said Lot 1, on the south right-of-way line of Keller Hicks Road;

Thence N 89°47'55" E, with said right-of-way line, a distance of 2400.17 feet to a found 5/8 inch iron rod with a plastic cap stamped "TNP" at the most northerly northeast corner of said Lot 1;

Thence S 45°11'50" E, with the east line of said Lot 1, a distance of 14.14 feet; to a found 5/8 inch iron rod with a plastic cap stamped "TNP";

Thence S 00°11'37" E, continuing with said line, a distance of 5.00 feet;

Thence S 89°47'55" W, a distance of 2410.17 feet to a point on the west line of said Lot 1;

Thence N 00°12'07" W, a distance of 15.00 feet to the **Point of Beginning** and containing 0.829 acre of land, more or less.

Bearings are based on the Texas State Plane Coordinate System, North Central Zone (NAD83).

See Exhibit B for sketch.

0 50 100 200



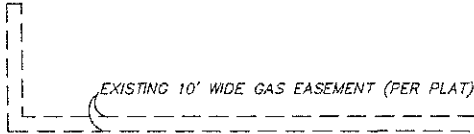
SCALE: 1" = 100'

THE EDITH REITH
REVOCABLE LIVING TRUST
INST.# D205198442, D.R.T.C.T.

5/8" CIRCF
(TNP)

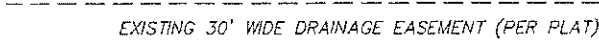
N 00°12'07" W 15.00'
N.W. CORNER LOT 1

P.O.B.

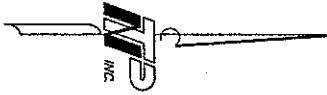


EXISTING 10' WIDE GAS EASEMENT (PER PLAT)

15' UTILITY EASEMENT
0.829 ACRE



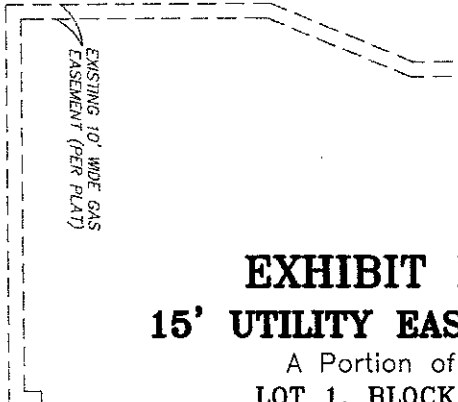
EXISTING 30' WIDE DRAINAGE EASEMENT (PER PLAT)



LOT 1, BLOCK 1
KELLER HICKS MIDDLE SCHOOL ADDITION
CAB. A. S.D. 10642, P.R.I.C.T.

EXISTING 10' UTILITY EASEMENT
EASEMENT (PER PLAT)

KELLER-HICKS ROAD
(COUNTY ROAD NO. 4033) VARIABLE WIDTH ROW
N 89°47'55" E 2400.17'
S 89°47'55" W 2410.17'
EXISTING 20' x 25' UTILITY
EASEMENT (PER PLAT)



EXISTING 10' WIDE GAS
EASEMENT (PER PLAT)

EXHIBIT B 15' UTILITY EASEMENT

A Portion of
LOT 1, BLOCK 1
KELLER HICKS MIDDLE SCHOOL ADDITION
City of Fort Worth, Tarrant County, Texas

S 45°11'50" E 14.14'
MOST NORTHERLY N.E. CORNER LOT 1

NORTH BEACH STREET

5/8" CIRCF
(TNP)
S 00°11'37" E 5.00'

NOTES:

- Bearings are based on the Texas State Plane Coordinate System, North Central Zone (NAD83).
- Integral parts of this survey:
 - Legal Description
 - Sketch

LAND SURVEYING

2/22/07 REVISED DRAWING PAGE

Lawrence E. Allee
Lawrence E. Allee

September 20, 2006

Date:



TEAGUE NALL AND PERKINS
CONSULTING ENGINEERS

1100 Macon Street
Fort Worth, Texas 76102
(817) 336-5773

JOB NO. KSD 04212

EXHIBIT C

The following restrictions shall in all things be observed, followed, and complied with:

(a) The Easement Area, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which discriminates against any person because of his race, color, or national origin, regardless of whether such discrimination be effected by design or otherwise.

(b) The Easement Area, or any part thereof, shall not be used in the operation of, or in conjunction with, any school nor other institution of learning, study or instruction which creates, maintains, reinforces, renews, or encourages, or which tends to create, maintain, reinforce, renew or encourage a dual school system.

(c) These restrictions and conditions shall be binding upon Grantee, its successors and assigns for a period of fifty (50) years from the date Grantee acquires the Easement Area.

(d) The foregoing restrictions and other covenants hereafter set out are covenants running with the land, and each and every parcel thereof, and shall be fully binding upon any person, firm, partnership, corporation, trust, church, club, governmental body, or other organization or entity whatever (whether private or governmental in nature), without limitation, hereafter acquiring any estate, title, interest or property in the leased premises, whether by descent, devise, purchase or otherwise; and no act or omission upon the part of the Grantor or any purchaser, their successors and assigns, shall be a waiver of the operation or enforcement of such restrictions; but neither restriction shall be construed to be a condition subsequent or special limitation on the estate thereby conveyed.

(e) It is further covenanted, that third party beneficiaries of the restrictions set forth above shall be as follows:

- (1) As to the restrictions set out in (a) above, any person prejudiced by its violation;
- (2) As to the restriction set out in (b) above, any public school district or any person prejudiced by its violation; and
- (3) As to either or both of the restrictions set out in (a) and (b) above, the United States of America, as plaintiff, and the American G.I. Forum, the League of United Latin American Citizens (LULAC), and the National Association for the Advancement of Colored People (NAACP), as intervenors, in U.S. v. Texas, Civil Action No. 5281, Tyler Division, U.S. District Court, Eastern District of Texas; reported in U.S. v. Texas, 321 F. Supp. 1043 (E.D. Tex. 1970); U.S. v. Texas, 330 F.Supp. 235 (E.D. Tex. 1971); aff'd with modifications sub nom, U.S. v. State of Texas and J.W. Edgar, et al., 447 F.2d 441 (5th Cir. 1971); stay den. sub nom, Edgar v. U.S., 404 U.S. 1206 (1971); cert den. 404 U.S. 1016 (1972).

(f) It is further covenanted, that in case of a violation of either or both of the above restrictions, any of the third party beneficiaries above alluded to is authorized and empowered to prosecute proceedings at law or in equity against any person, firm, partnership, corporation, trust, church, club, governmental body or other organization or entity whatever (whether private or governmental in nature), without limitation:

- (1) To enforce either or both of such restrictions relating to the use of the above-described property;
- (2) To abate or prevent violations of either or both of such restrictions; and
- (3) To recover damages for a breach of either or both of such restrictions.

(g) It is further covenanted, that if any third party beneficiary referred to above shall prosecute proceedings at law or in equity for the aforesaid purposes, such third party beneficiary may recover reasonable attorney's fees from the violator or violators of either or both of such restrictions, if the Court finds that the proceedings were necessary to bring about compliance therewith.