After Recording, Return to:

Kevin W. Haney Miller & Haney, L.L.P. c/o 7701 South Stemmons Corinth, Texas 76210

For CoServ U	se Only:						
WO NO.:	273117	SO NO.:					
EASEMENT NO.:							
	<u>-</u>						

ELECTRIC LINE EASEMENT AND RIGHT-OF-WAY

STATE OF TEXAS	§	TANONIA I I MEN DI MINEGE DI POPULITA
COUNTY OF DENTON	§ §	KNOW ALL MEN BY THESE PRESENTS:

EFFECTIVE DATE: December _______, 2007.

GRANTOR: Denton Independent School District

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

GRANTEE: DENTON COUNTY ELECTRIC COOPERATIVE, INC., d/b/a COSERV ELECTRIC

7701 South Stemmons

Corinth, Denton County, Texas 76210

CONSIDERATION: The provision of electrical service and/or other benefits inuring to GRANTOR and/or Ten and No/100's dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of some consideration deemed valuable to GRANTOR being hereby expressly acknowledged and accepted by GRANTOR.

EASEMENT PROPERTY: The EASEMENT PROPERTY is that certain tract or tracts 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(s) of land.

PROJECT: The PROJECT(s) means electric transmission and/or electric distribution line or lines, consisting of a variable number and sizes of wires, cables, poles, towers, and circuits, and all necessary or desirable appurtenances, appliances, facilities and equipment (including but not limited to supporting structures, insulators, transformers, guy wires, anchorages and other facilities whether made of wood, metal or other materials).

GRANTOR, for the CONSIDERATION received by GRANTOR, hereby grants, sells, and conveys 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 it to GRANTEE and GRANTEE'S successors and assigns forever. GRANTOR also grants to GRANTEE the right and authority to license, permit or otherwise agree to the joint use or occupancy of the EASEMENT PROPERTY, PROJECT, line system, or facilities by any other person or entity for the purposes of electrification, telephone, telegraph, television, natural gas or other similar purposes. The parties agree that the foregoing does not waive any obligation for such person or entity to obtain any consents and/or permits from GRANTOR and/or any applicable regulatory body required for such joint use or occupancy.

PURPOSE: The EASEMENT, right-of-way, rights, and privileges herein granted shall be used for the purpose of providing electric utility service, constructing, placing, operating, maintaining, reconstructing, replacing, relocating, reconstituting, changing the size or nature of, rebuilding, upgrading, expanding, removing, inspecting, patrolling, and/or repairing the PROJECT(s) or any part of the PROJECT(s), and making connections therewith, and to undertake the same for any of the other joint uses authorized herein. The PURPOSE shall also include use of the EASEMENT, right-of-way, rights and privileges granted herein for (a) any use directly related to the PROJECT(s) or financing of the PROJECT(s), including but not limited to performing archeological, historical, environmental, or other studies, and (b) any use by GRANTEE's licensees or permitees for electrification, telephone, telegraph, television, natural gas or other similar purposes. GRANTEE shall have the right to place temporary poles, towers, anchorages, guys, and supporting structures for use in erecting or repairing the PROJECT(s). GRANTEE shall have the right to temporarily use such portions of the property along and adjacent to the EASEMENT PROPERTY and right-of-way as may be reasonably necessary in connection with the PURPOSE stated, or any one or more of them relating to the PROJECT(s), or any part thereof.

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. GRANTEE shall also have the right of pedestrian, equipment, and vehicular ingress and egress over existing roads across the adjacent or remainder property of GRANTOR for the purpose of obtaining access. In the event that access is not reasonably available over existing roads, GRANTEE shall have the right of reasonable pedestrian,

equipment, and vehicular ingress and egress over the adjacent property of GRANTOR along any route that is reasonable and appropriate under the circumstances then existing in order to obtain access. GRANTEE shall have the right to use such portions of the property along and adjacent to the EASEMENT PROPERTY and right-of-way as may be reasonably necessary in connection with the construction, reconstruction, repair or other PURPOSE stated above relating to the PROJECT(s), or any part thereof.

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 expressly abandoned by GRANTEE and each of GRANTEE's licensees and/or permitees, if any, for a continuous period of 10 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. Upon the request of GRANTEE, GRANTOR promptly shall remove from the EASEMENT PROPERTY any structure, improvement, or obstruction at no cost to GRANTEE. Additionally, GRANTEE shall have the right to remove from the EASEMENT PROPERTY any structure, improvement, or obstruction and GRANTOR agrees to pay GRANTEE the reasonable cost of such removal.

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/or restore the surface of the EASEMENT 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/or 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 poles, wires, cables, circuits, appurtenances, facilities, appliances 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 thereon, or the extent to which removal of such items may damage such items or the EASEMENT PROPERTY or improvements located thereon.

ASSIGNMENT AND MISCELLANEOUS: GRANTEE shall not assign any of the rights, privileges and appurtenances contained in this instrument without the prior written consent of GRANTOR, except that GRANTEE may, without the consent of GRANTOR, assign such rights, privileges and appurtenances to a purchaser of all or substantially all of the assets of GRANTEE or a successor of GRANTEE by merger, consolidation or reorganization. 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 permitees of GRANTEE.

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

{Remainder of page intentionally left blank.}

EXECUTED as of the EFFE	ECTIVE DATE.			
The foregoing Electric Lin seconded by	e Easement and Right-of-Way was o , and after t at a regularly scheduled meeting calle	ffered for approval or r discussion was adop	n motion made by the Board of	f Trustees of the Dentor
Independent School District 11, 2007, at which	t at a regularly scheduled meeting calle _ Trustees were present, by the follow.	d, posted, and held in ing vote: For,	Denton, Denton Cou Against, and	nty, Texas, on Decembe Abstaining.
<u>GRANTOR</u> :				
DENTON INDEPENDENT	SCHOOL DISTRICT			
Charles Stafford, F Board of Trustees	President			
ATTEST:				
Jeanetta Smith, Secretary				
	ACKNOWI	.EDGEMENT		
THE STATE OF TEXAS §				
COUNTY OF DENTON §				
	wledged before me on December Independent School District, on behalf			pacity as President of the
		Notary Public in State of		



Coleman & Assoc. Land Surveying

P.O. Box 686 Denton, Texas 76202 Phone (940)565-8215 Fax (940)565-9800

EXHIBIT "A" (Par 1 92)

UTILITY EASEMENT 0.010 of an acre

All that certain tract of land situated in the T.&P.R.R.Co. Survey Abstract Number 1536, Denton County, Texas and being a part of Lot 1, Block A, Lantana School Site as shown by the plat thereof recorded in Cabinet X, Page 856 of the Plat Records of Denton County, Texas; the subject tract being more particularly described based on Texas Coordinate System of 1983, North Central Zone (4202) as follows:

BEGINNING for the Northeast corner of the tract being described herein on the West line of a 15-foot Public Utility Easement as shown on the said plat from which a 1/2 inch iron rod with a yellow plastic cap stamped "COLEMAN RPLS 4001" found at the Southeast corner of the said Lot 1, Block A on the dedicated West right-of-way line of Stacee Lane bears North 89 Degrees 43 Minutes 49 Seconds East a distance of 15.0 feet and South 00 Degrees 18 Minutes 05 Seconds West a distance of 80.04 feet;

THENCE South 00 Degrees 18 Minutes 05 Seconds West with the West line of the said easement passing at a distance of 10.0 feet the intersection of the West line thereof with the North line of a 20-foot Public Utility Easement as shown on the said plat and continuing, in all, a total distance of 15.0 feet to the Southeast corner of the herein described tract;

THENCE South 89 Degrees 43 Minutes 49 Seconds West across Lot 1, Block A, 5-feet South of and parallel with the 20-foot Public Utility Easement, a distance of 30.0 feet to the Southwest corner of the herein described tract;

THENCE North 00 Degrees 18 Minutes 05 Seconds East across Lot 1, Block A passing at a distance of 5 feet the North line of the 20-foot Public Utility Easement and continuing, in all, a total distance of 15.0 feet to the Northwest corner of the herein described tract;

THENCE North 89 Degrees 43 Minutes 49 Seconds East across Lot 1, Block A, 10-feet North of and parallel with the North line of the 20-foot Public Utility Easement and continuing, in all, a total distance of 30.0 feet to the PLACE OF BEGINNING and enclosing 0.010 of an acre of land, more or less.

