

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 permittees, 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 permittees 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 EFFECTIVE DATE.

The foregoing Electric Line 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 December 11, 2007, at which _____ Trustees were present, by the following vote: ____ For, ____ Against, and ____ Abstaining.

GRANTOR:

DENTON INDEPENDENT SCHOOL DISTRICT

Charles Stafford, President
Board of Trustees

ATTEST:

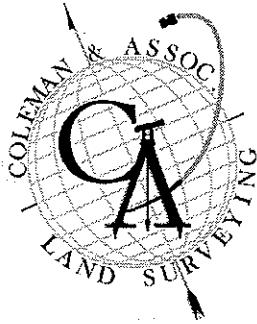
Jeanetta Smith, Secretary

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on December _____, 2007 by Charles Stafford, in his capacity as President of the Board of Trustees, Denton Independent School District, on behalf of the School District.

Notary Public in and for the
State of Texas



Coleman & Assoc. Land Surveying

P.O. Box 686

Denton, Texas 76202

Phone (940)565-8215 Fax (940)565-9800

EXHIBIT "A" (Page 1 of 2)

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 Stacey 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.

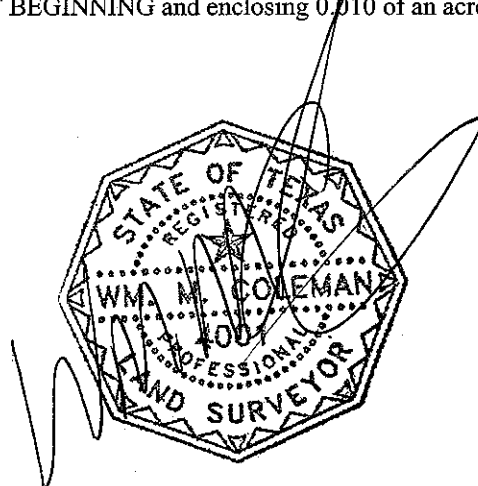
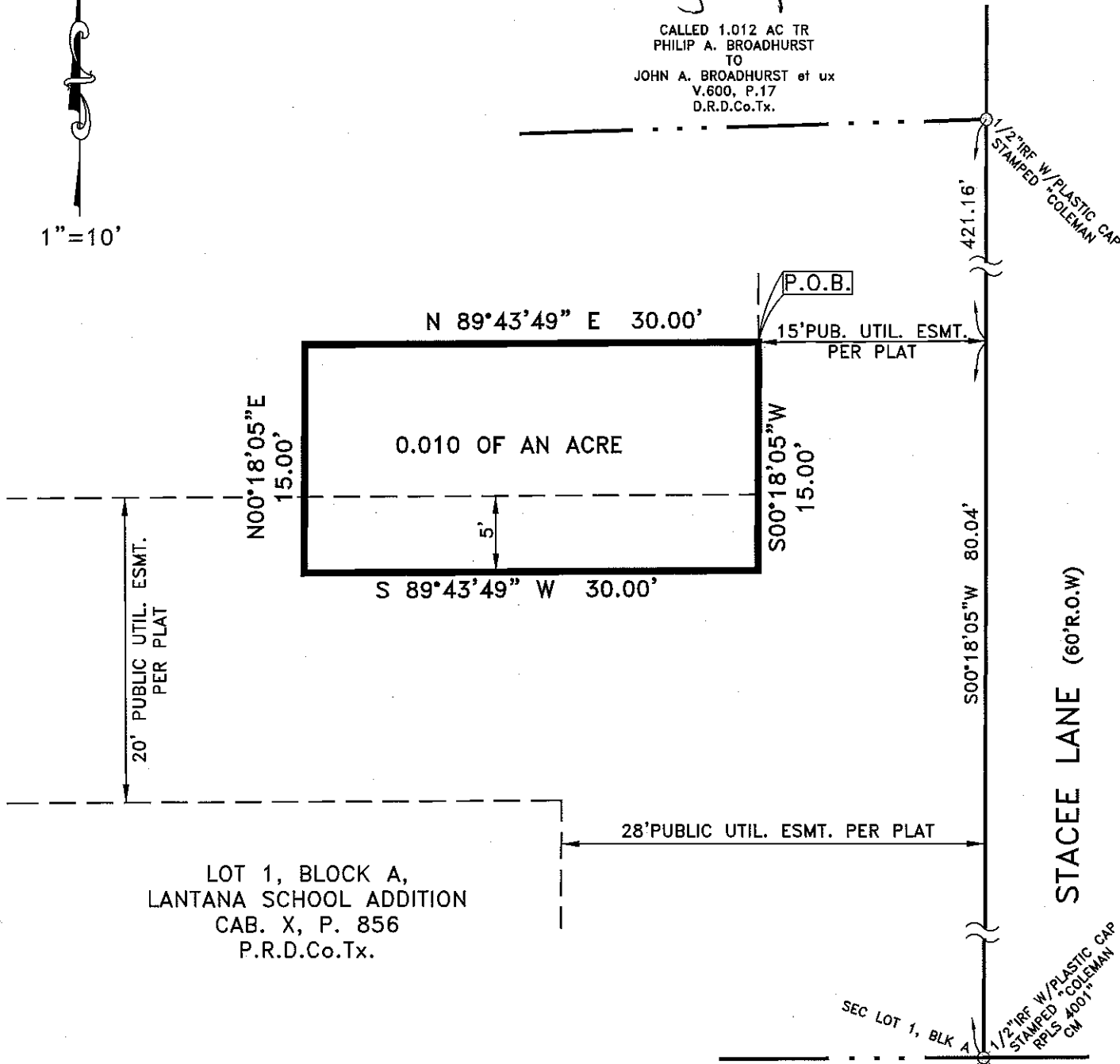


EXHIBIT A (Byc 2 of 2)

CALLED 1.012 AC TR
 PHILIP A. BROADHURST
 TO
 JOHN A. BROADHURST et ux
 V.600, P.17
 D.R.D.Co.Tx.

1"=10'



LOT 1, BLOCK A,
 LANTANA SCHOOL ADDITION
 CAB. X, P. 856
 P.R.D.Co.Tx.

ADDITIONAL UTILITY EASEMENT
 ENCUMBERING THE PLATTED 20-FT.
 PUBLIC UTILITY EASEMENT.

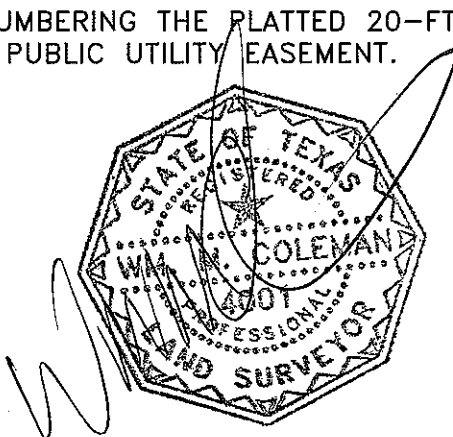
UTILITY EASEMENT

0.010 OF AN ACRE

NEAR THE SOUTHEAST CORNER OF
 LOT 1, BLOCK A, LANTANA SCHOOL SITE

DENTON COUNTY, TEXAS

DRAWN: MGD JOB #: 1293
 CHECKED: WMC DATE: 10-09-07
 REVISED: SCALE: 1"=10'



Coleman & Associates
 Land Surveying

P. O. BOX 686 DENTON, TEXAS 76202
 PH(940)565-8215, FAX (940)565-9800,
 WWW.COLEMANSURVEYING.COM
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