

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 DRIVER'S LICENSE NUMBER.

**LAKE CITIES MUNICIPAL UTILITY AUTHORITY
PUBLIC SANITARY SEWER FACILITY EASEMENT**

**THE STATE OF TEXAS
COUNTY OF DENTON**

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§
§

KNOW ALL MEN BY THESE PRESENTS:

That We, the Denton Independent School District ("Grantor"), for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged and confessed, have granted, sold and conveyed, and by these presents do grant, sell and convey to the LAKE CITIES MUNICIPAL UTILITY AUTHORITY ("Grantee") of Denton County, Texas, a permanent and perpetual easement for the purpose of constructing, installing, repairing, maintaining, altering, replacing, improving, relocating, rebuilding, removing, and operating sanitary sewer facilities and all associated lines, pipes, conduits and other facilities, equipment, improvements, and appurtenances in, into, upon, over, across, under and through that land in Denton County, Texas, described as follows, to-wit:

An exclusive 20 foot wide permanent Public Sanitary Sewer Facility Easement as more particularly described on Exhibit "A" attached hereto and depicted on Exhibit "B" attached hereto, together with the right of ingress, egress, and regress as necessary for such purposes.

Grantor, their heirs, successors and assigns, covenants and agrees that Grantee, its successors and assigns, shall have the right to construct, maintain, operate, repair, replace, change and/or remove any and all public sanitary sewer facilities, including incidental equipment, appurtenances and attachments, in, on, over, through, under and across that certain land as described on Exhibit "A" and depicted on Exhibit "B" attached hereto. Grantee also shall have the right to excavate and fill upon said permanent easement and to remove from said permanent easement, any fences, buildings or other obstructions as may now or hereafter be found upon, under or across said permanent easement. Any and all necessary removal and/or

replacement of existing roads, alleys, parking lots, utility lines and fences within the easement shall be done at the expense or liability of Grantee

Grantor, their heirs, successors and assigns may fully use and enjoy said premises encumbered by said easement, except that such use and enjoyment shall not hinder, conflict or interfere with the exercise of the Grantee's rights hereunder and no building, public or private utility, structure or reservoir shall be constructed upon, under or across the easement herein granted, without Grantee's written consent, which shall not be unreasonably withheld; provided further, Grantor, their heirs, successors and assigns, may construct, dedicate and maintain across said easement such roads, alleys, parking lots, utility lines and fences as will not interfere with the use by the Grantee of said easement for the purposes aforesaid. Any and all necessary removal and/or replacement of roads, alleys, parking lots, utility lines and fences constructed with Grantee's written consent within the easement shall be done at no expense or liability to Grantee.

TO HAVE AND TO HOLD the above-described permanent easement forever and the above described temporary easement for the period stated above, together with all and singular, the rights and appurtenances thereto, anywise belonging unto Grantee, its successors and assigns; and We do hereby bind ourselves, our heirs and assigns, to warrant and to forever defend all and singular the premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim same or any part thereof.

IN WITNESS WHEREOF the foregoing Public Water Facility Easement 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 May ____, 2013, at which _____ Trustees were present, by the following vote: ____ For, ____ Against, and ____ Abstaining.

DENTON INDEPENDENT SCHOOL DISTRICT

Mia Price, President
Board of Trustees

ATTEST:

Rudy Rodriguez, Ed.D. Secretary

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest and real property conveyed by this dedication instrument dated the ____ day of _____, 20____ to the Lake Cities Municipal Utility Authority (LCMUA), has been duly accepted by the LCMUA subject to all terms and conditions contained therein.

Mike Fairfield, General Manager, LCMUA

After recording, please return this instrument to:

General Manger
Lake Cities Municipal Utility Authority
501 N. Shady Shores Dr.

Lake Dallas, Texas 75065

ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF DENTON §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Mia Price, who, in her capacity as President of the Board of Trustees of the Denton Independent School District, acknowledged to me that she, on behalf of the Denton Independent School District and an authorized by the Board of Trustees, executed the same for the purposes and consideration therein expressed.

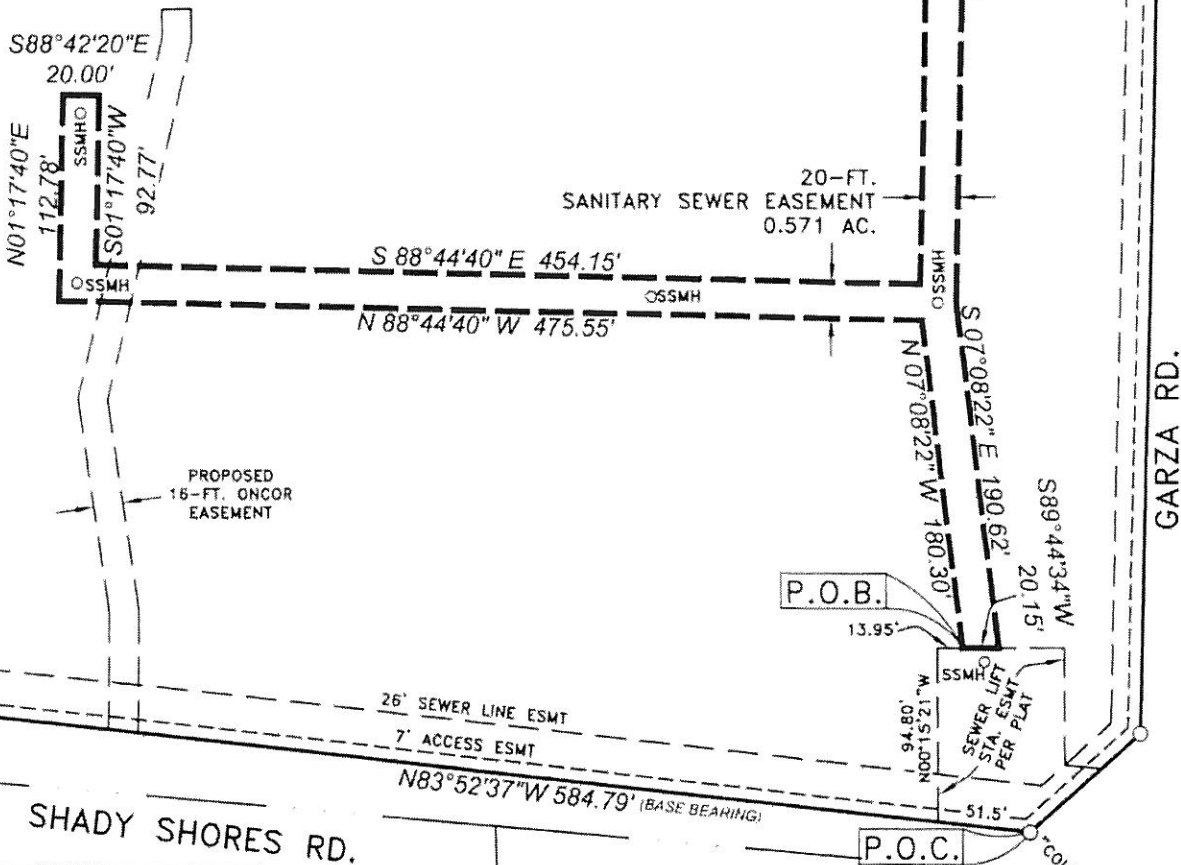
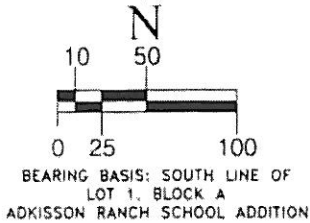
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of May, 2013.

<Notary Seal>

Notary Public in and for the State of Texas

EXHIBIT "A"

LOT 1, BLOCK A,
ADKISSON RANCH SCHOOL ADDITION
CAB. X, P. 62
P.R.D.Co.Tx.



REMAINDER OF
CALLED 136.81 AC. TR.
KEVIN ADKISSON
TO
ADKISSON RANCH, L.P.
CFN 2007-39084

1/2" IRF
CM
"COLEMAN RPLS 4001"

PROPOSED
16-FT. ONCOR
EASEMENT

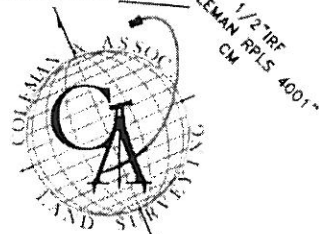
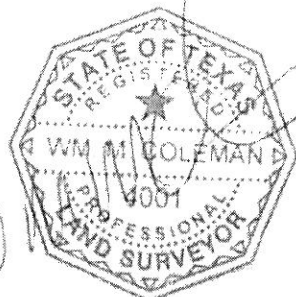
P.O.B.
13.95'

SEWER LIFT
STA. ESMT
PER PLAT

LEGEND

- CM CONTROLLING MONUMENT
- ESMT EASEMENT
- IRF IRON ROD FOUND
- POB POINT OF BEGINNING
- POC POINT OF COMMENCING
- SSMH SANITARY SEWER MANHOLE

SEE ACCOMPANYING METES &
BOUNDS DESCRIPTION



**Coleman & Associates
Land Surveying**

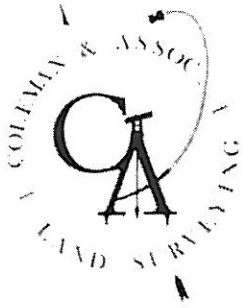
P. O. BOX 686 DENTON, TEXAS 76202
PH(940)565-8215.FAX (940)565-9800,
WWW.COLEMANSURVEYING.COM

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EASEMENT EXHIBIT

20-FT. SANITARY SEWER EASEMENT ACROSS
LOT 1, BLOCK A, ADKISSON RANCH SCHOOL ADDITION
TOWN OF SHADY SHORES
DENTON COUNTY, TEXAS

DRAWN: JMM JOB #: 12-1798
CHECKED: MGD DATE: 19 JUL 12
REVISED: 30 JUL 12 SCALE: 1"=100'



Coleman & Assoc. Land Surveying

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

20-Ft. Sanitary Sewer Easement 0.571 of an acre of land

FIELD NOTES to all that certain tract of land situated in the W. D. Durham Survey Abstract Number 330, Town of Shady Shores, Denton County, Texas and being a part of Lot 1, Block A, Adkisson Ranch School Addition as shown by the plat thereof recorded in Cabinet Y, Page 18 and 19 of the Plat Records of Denton County, Texas; the subject easement being more particularly described as follows based on the construction of the sewer line:

COMMENCING 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 North right-of-way line of Shady Shores Road and the Southerly Southeast corner of a Sewer Lift Station Easement as shown on the said Plat of Lot 1, Block A.

THENCE North 83 Degrees 52 Minutes 37 Seconds West (Base Bearing) with the said North right-of-way line and the South line of the Sewer Lift Station Easement a distance of 51.5 feet to the Southwest corner thereof;

THENCE North 00 Degrees 15 Minutes 21 Seconds West with the West line of the Sewer Lift Station Easement a distance of 94.80 feet to the Northwest corner thereof;

THENCE North 89 Degrees 44 Minutes 24 Seconds East with the North line of the Sewer Lift Station Easement a distance of 15.96 feet to the PLACE OF BEGINNING;

THENCE Northerly then Southerly across the said Lot 1, Block A the following 10 calls:

1. North 07 Degrees 08 Minutes 22 Seconds West a distance of 180.30 feet;
2. North 88 Degrees 44 Minutes 40 Seconds West a distance of 475.55 feet;
3. North 01 Degrees 17 Minutes 40 Seconds East a distance of 112.78 feet;
4. South 88 Degrees 42 Minutes 20 Seconds East passing 10.0 feet North of a sanitary sewer manhole and continuing a distance of 20.00 feet;
5. South 01 Degrees 17 Minutes 40 Seconds West a distance of 92.77 feet;
6. South 88 Degrees 44 Minutes 40 Seconds East a distance of 454.15 feet;
7. North 01 Degrees 09 Minutes 36 Seconds East a distance of 476.51 feet;
8. South 88 Degrees 50 Minutes 24 Seconds East a distance of 20.00 feet;
9. South 01 Degrees 09 Minutes 36 Seconds West a distance of 485.80 feet;
10. South 07 Degrees 08 Minutes 22 Seconds East a distance of 190.62 feet to the North line of the said Sewer Lift Station Easement;

THENCE South 89 Degrees 44 Minutes 34 Seconds West with the North line of the Sewer Lift Station Easement a distance of 20.15 feet to the Place of Beginning and enclosing 0.571 of an acre of land.

See accompanying Easement Exhibit

