

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.

STREET DEED

**THE STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF DENTON §**

For and in consideration of the sum of \$10.00 and other good and valuable consideration, the sufficiency and receipt of which is acknowledged, AUBREY INDEPENDENT SCHOOL DISTRICT, (hereinafter called "Grantor"), as a dedication, donation and gift to the CITY OF AUBREY, TEXAS, a municipal corporation (hereinafter called "Grantee"), whose address is 107 S. Main Street, Denton County, Texas 76227, has DEDICATED and CONVEYED, and by these presents does hereby DEDICATE and CONVEY forever unto Grantee for public use, a certain 0.74 acre tract of land and a certain .17 acre tract of land, also known as Pine Ridge Lane, situated in the F. Trevino Survey, Abstract No. 1243, Tracts 148a and 149a, in the City of Aubrey, Denton County, Texas and being a part of that called tract of land described by deed to Aubrey ISD, as recorded under Document No(s). 97-0057860 and 97-0057861 of the Official Public Records, Denton County, Texas, said tracts being more particularly described on Exhibit A attached hereto and made a part hereof for all purposes (the "Property");

THIS DEDICATION AND CONVEYANCE IS MADE BY GRANTOR ACCEPTED BY GRANTEE subject to the terms, conditions and provisions hereof and further subject to any valid and effective encumbrances, whether of record or not, affecting the hereinabove described property, including, but not limited to liens; restrictive covenants; easements; rights of way; leases; mineral and/or royalty reservations previously reserved to any predecessor in title or heretofore transferred or assigned; and/or oil and gas leases; and to zoning and regulatory ordinances outstanding and affecting the hereinabove described property.

RESTRICTIVE CONVENANTS: The Property is currently maintained as a street that provides access to educational facilities owned and operated by Grantor. It is the intent of the restrictions in this Street Deed to reduce or eliminate the risk of limiting such access. GRANTOR deems it desirable and in the best interest of all present and future owners of the Property that the Property be held subject to certain restrictions and changes, all of which are more particularly hereinafter set forth. GRANTEE, AS PART OF THE CONSIDERATION, COVENANTS AND AGREES TO AND WITH GRANTOR, AND THIS CONVEYANCE IS MADE SUBJECT TO THE RESTRICTIVE COVENANTS. GRANTOR hereby imposes on the Property the following restrictions:

- a. The Property shall be used as a public roadway and maintained in a manner that provides access to a certain 48.376 acre tract of land, also known as 510 Spring Hill Road, situated in the F. Trevino, Survey, Abstract No. 1243, Tracts 156a, 161, and 162, in the City of Aubrey, Denton County, Texas. Removal or modification of this deed restriction is prohibited without prior written approval from the predecessor owner, Aubrey ISD.
- b. For the purpose of monitoring the restrictions contained herein, Grantor or its respective successors and assigns shall have site access to the Property at reasonable times and with reasonable notice to Grantee and its successors and assigns.
- c. It is the intention of Grantor that the restriction contained in this Street Deed shall touch and concern the Property, run with the land and with the title to the Property, and shall apply to and be binding upon and inure to the benefit of the successors and assigns of Grantee, its successors and assigns, and to any and all parties hereafter having any right, title or interest in the Property or any party thereof. Grantor and its

successor and assigns may enforce the terms and conditions of this Street Deed by injunctive relief and other appropriate available legal remedies. Any forbearance of Grantor to exercise its right in the event of the failure of Grantee and its successors and assigns to comply with the provisions of this Street Deed shall not be deemed or construed to be a waiver of Grantor's rights hereunder. These restrictive covenants shall continue in perpetuity, unless otherwise modified in writing by Grantor, its successors and assigns. These restrictions may also be enforced in a court of competent jurisdiction by any other person, firm, corporation, or governmental agency that is substantially benefited by this restriction.

- d. If the Property ceases to be used by Grantee in the manner described herein, then Grantor, its successors and assigns, have the right to re-enter the Property and upon exercise of such re-entry, all right, title and interest of Grantee in the above described premises shall cease and revert immediately to Grantor, its successors and assigns.
- e. If any provision of this Restrictive Covenant is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect the validity of any other provisions thereof. All such other provisions shall continue unimpaired in full force and effect.

GRANTOR covenants and represents that on the date of execution of this Declaration that GRANTOR is seized of the Property in fee simple and has good right to create, establish, and impose this restrictive covenant on the use of the Property. GRANTOR also covenants and warrants that the Property is free and clear of any and all liens, mortgages, or encumbrances that could impair GRANTOR's rights to impose the restrictive covenant described in this Declaration or that would be superior to the restrictive covenant described in this Declaration.

TO HAVE AND TO HOLD the Property in fee simple title, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns FOREVER, Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Executed on the _____ day of _____, 20__.

Printed name

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

Before me the undersigned, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 20__.

Notary Public in and for the State of Texas