

After Recording, Return to:

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

For CoServ Use Only:

MAP GRID: _____
WO NO.: 201404945 SO NO.: _____
EASEMENT NO.: _____

ELECTRIC LINE EASEMENT AND RIGHT-OF-WAY

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

§

COUNTY OF DENTON

§

EFFECTIVE DATE: _____, 2015.

GRANTOR: Denton Independent School District

GRANTOR'S MAILING ADDRESS (including county): _____

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 underground-type electric transmission and/or electric distribution line or lines, consisting of a variable number and sizes of wires, cables, and circuits, and all necessary or desirable appurtenances, appliances, facilities and equipment (including but not limited to supporting structures, insulators, above-ground padmounted transformers and equipment, and other facilities whether made of wood, metal or other materials).

GRANT: 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.

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. The PURPOSE shall also include use of the EASEMENT, right-of-way, rights and privileges granted herein for 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. 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, from time to time; provided, however, that no portion of the PROJECT(s) shall be installed outside the EASEMENT PROPERTY.

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.

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, except that GRANTOR shall be permitted to place within the EASEMENT PROPERTY paved driveways, paved parking areas, paved sidewalks, paved walkways, concrete curbing, and landscaping that does not unreasonably restrict or prevent GRANTEE from utilizing the EASEMENT PROPERTY for the stated PURPOSE (collectively, the "PERMITTED IMPROVEMENTS"). Upon the request of GRANTEE, GRANTOR promptly shall remove from the EASEMENT PROPERTY any structure, improvement, or obstruction that GRANTEE determines in its reasonable discretion must be removed in connection with its use of the EASEMENT PROPERTY for the stated PURPOSE; provided, however, if such structure, improvement or obstruction requested to be removed by GRANTEE is a PERMITTED IMPROVEMENT, the cost of removal and the cost to restore and/or replace such PERMITTED IMPROVEMENT shall be borne by GRANTEE. In all other events, the cost of removal of any structures, improvements or obstructions shall be borne by GRANTOR. Additionally, if GRANTOR fails to promptly remove the item requested by GRANTEE, GRANTEE shall have the right to remove same from the EASEMENT PROPERTY with the cost of removal and the cost of any subsequent restoration and/or replacement to be borne by the applicable of GRANTOR or GRANTEE as provided above in this paragraph.

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 and the surface of GRANTOR's adjacent 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: 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. GRANTEE shall have the right to assign this instrument, and the rights and privileges hereunder in favor of GRANTEE, in whole or in part.

MULTIPLE COUNTERPARTS: This Electric Line Easement and Right-of-Way may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed collectively to be one and the same instrument.

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.}

South 62°58'24" West, a distance of 55.92 Feet;

North 26°48'02" West, a distance of 15.00 Feet;

North 62°58'24" East, a distance of 15.00 Feet;

South 26°48'02" East, a distance of 5.00 Feet;

North 62°58'24" East, a distance of 36.93 Feet;

North 19°50'45" East, a distance of 174.09 Feet;

North 01°48'10" East, a distance of 722.38 Feet;

North 88°08'04" West, a distance of 305.78 Feet;

North 01°54'29" East, a distance of 30.00 Feet;

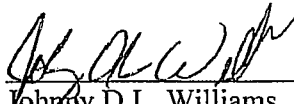
South 88°08'04" East, a distance of 30.00 Feet;

South 01°54'29" West, a distance of 19.88 Feet;

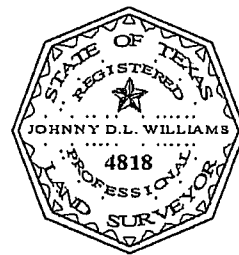
South 88°08'04" East, a distance of 275.76 Feet;

North 01°48'10" East, a distance of 445.39 Feet to the POINT OF BEGINNING; and containing a computed area of 0.456 Acres, more or less.

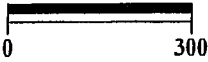
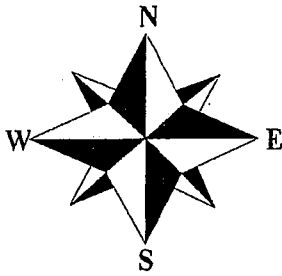
Compiled from field ties and record data on January 13, 2015 by Whitfield-Hall Surveyors. A survey exhibit of even survey date accompanies this description.



Johnny D.L. Williams
Registered Professional Land Surveyor
Texas Registration No. 4818
TBPLS Firm Reg. No. 10138500



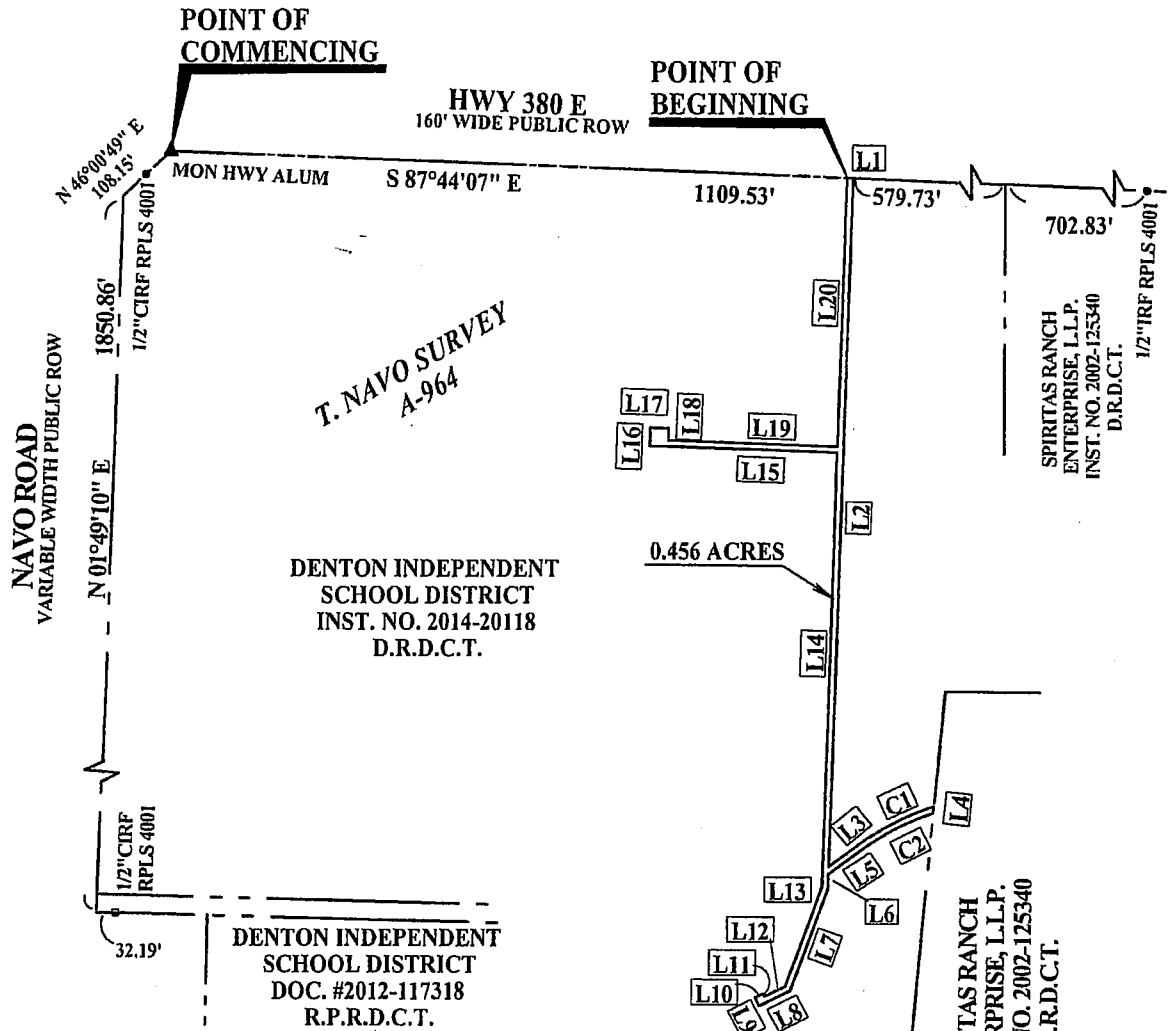
**EXHIBIT "A"
VARIABLE WIDTH
COSERV EASEMENT**



SCALE: 1" = 300'

LEGEND

○	CAPPED I.R. SET
△	CONTROLLING MON.
□	FENCE CORNER
●	IRON ROD FND.
×	"X" IN CONC



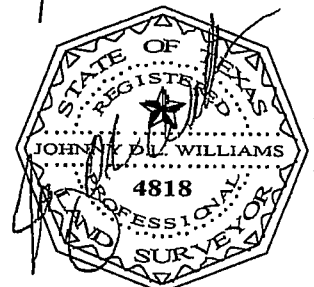
LINE TABLE		
Id	Bearing	Distance
L1	S 87°44'07" E	10.00'
L2	S 01°48'10" W	1142.42'
L3	N 53°13'36" E	50.42'
L4	S 05°14'35" W	10.93'
L5	S 53°13'26" W	58.62'
L6	S 01°48'10" W	24.19'
L7	S 19°50'45" W	179.63'
L8	S 62°58'24" W	55.92'
L9	N 26°48'02" W	15.00'
L10	N 62°58'24" E	15.00'

LINE TABLE		
Id	Bearing	Distance
L11	S 26°48'02" E	5.00'
L12	N 62°58'24" E	36.93'
L13	N 19°50'45" E	174.09'
L14	N 01°48'10" E	722.38'
L15	N 88°08'04" W	305.78'
L16	N 01°54'29" E	30.00'
L17	S 88°08'04" E	30.00'
L18	S 01°54'29" W	19.88'
L19	S 88°08'04" E	275.76'
L20	N 01°48'10" E	445.39'

CURVE TABLE					
Id	Delta	Radius	Arc Length	Chord	Ch Bear
C1	19°43'56"	436.50'	150.33'	149.59'	N 61°49'16" E
C2	19°08'43"	426.50'	142.51'	141.85'	S 61°31'39" W

NOTES:

1. THE BEARINGS FOR THIS SURVEY ARE BASED ON THE BEARINGS AS THEY APPEAR IN INSTRUMENT NUMBER 2014-20118, DEED RECORDS, DENTON COUNTY, TEXAS.
2. A PROPERTY DESCRIPTION OF EVEN SURVEY DATE ACCOMPANIES THIS SKETCH.
3. THE MONUMENTS FOUND OR SET FOR THIS SURVEY ARE SUFFICIENT TO RETRACE THE BOUNDARY OF THE DEPICTED EASEMENT ON THE PLAT OF SURVEY.



01-13-2015

WHITFIELD - HALL SURVEYORS
 REGISTERED PROFESSIONAL LAND SURVEYORS
 3559 WILLIAMS ROAD, SUITE 107
 FORT WORTH, TEXAS 76116
 (817) 560-2916

EXHIBIT "A"
VARIABLE WIDTH COSERV EASEMENT

BEING a 0.456 acre tract of land in the T. Navo Survey, Abstract No. 964, situated in Denton County, Texas, and being a portion of a certain tract of land described in deed to Denton Independent School District, recorded in Instrument Number 2014-20118, Deed Records, Denton County, Texas. The bearings for this description are based on the bearings as they appear in Instrument Number 2014-20118, Deed Records, Denton County, Texas. Said 0.456 acre tract of land being described by metes and bounds as follows:

COMMENCING at an aluminum highway monument found at the most northerly northwest corner of said Denton Independent School District tract, same being the northeasterly end of a corner clip of Highway 380 East, a 160' wide public right of way and Navo Road, a variable width public right of way;

THENCE South 87°44'07" East, along the common line of the south line of said Highway 380 and the north line of said Denton Independent School District tract, a distance of 1109.53 Feet to the POINT OF BEGINNING;

THENCE South 87°44'07" East, continuing along said common line, a distance of 10.00 Feet;

THENCE departing the said common line, and continuing over and across said Denton Independent School District tract, the following courses and distances:

South 01°48'10" West, a distance of 1142.42 Feet;

North 53°13'36" East, a distance of 50.42 Feet to the point of curvature of a non-tangent curve, concave to the southeast, having a radius of 436.50 Feet a central angle of 19°43'56", and a chord of 149.59 Feet bearing North 61°49'16" East;

Northeasterly along said curve, a distance of 150.33 Feet to an easterly line of said Denton Independent School District tract;

South 05°14'35" West, along said easterly line, a distance of 10.93 Feet to the point of curvature of a non-tangent curve, concave to the southeast, having a radius of 426.50 Feet a central angle of 19°08'43", and a chord of 141.85 Feet bearing South 61°31'39" West;

THENCE departing the said easterly line, and continuing over and across said Denton Independent School District tract, the following courses and distances:

Westerly along said curve, a distance of 142.51 Feet;

South 53°13'26" West, a distance of 58.62 Feet;

South 01°48'10" West, a distance of 24.19 Feet;

South 19°50'45" West, a distance of 179.63 Feet;

South 62°58'24" West, a distance of 55.92 Feet;

North 26°48'02" West, a distance of 15.00 Feet;

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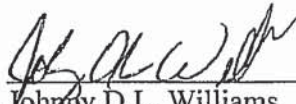
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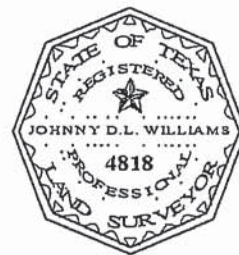
South 88°08'04" East, a distance of 275.76 Feet;

North 01°48'10" East, a distance of 445.39 Feet to the POINT OF BEGINNING; and containing a computed area of 0.456 Acres, more or less.

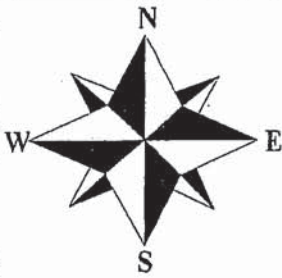
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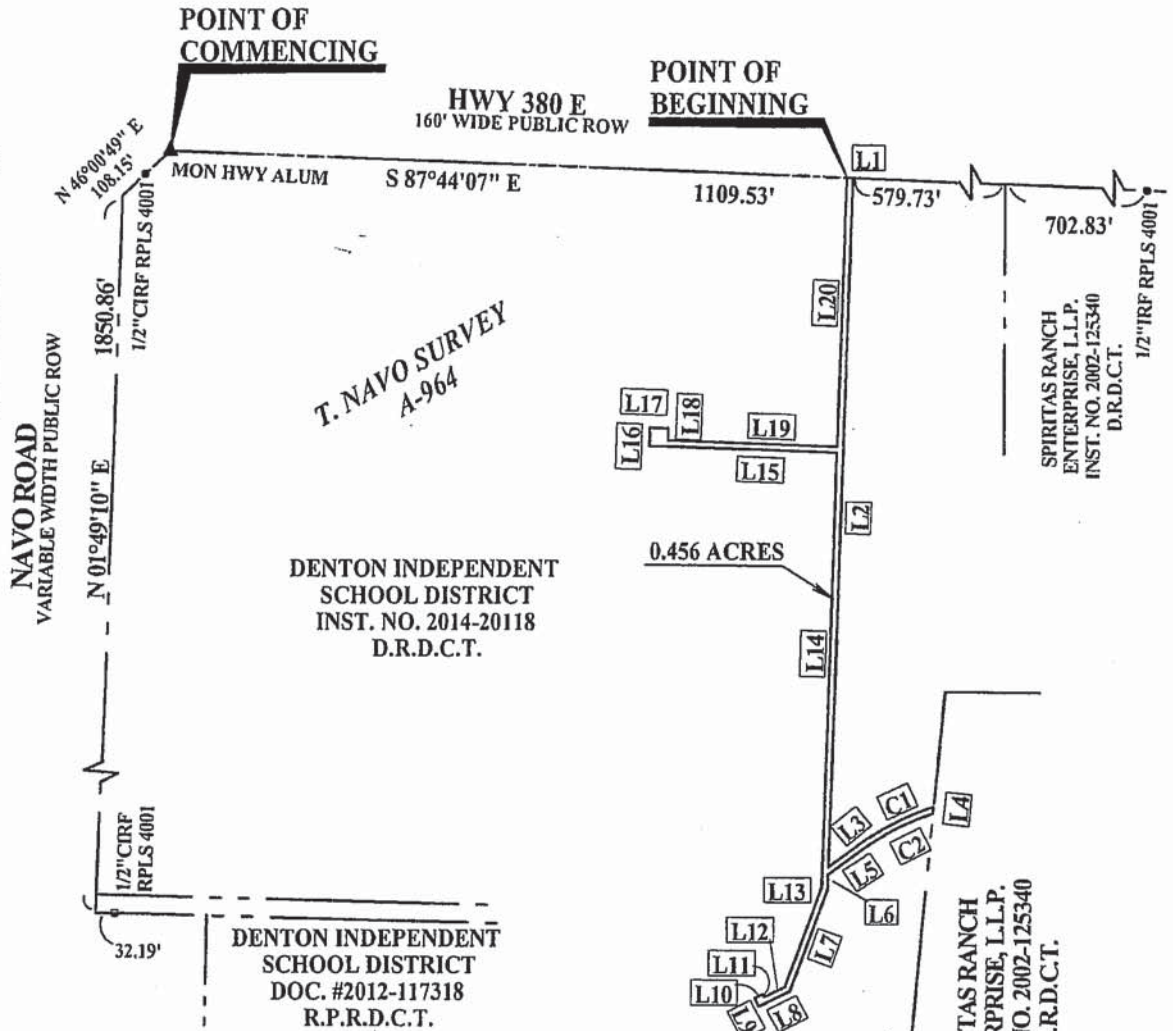
**EXHIBIT "A"
VARIABLE WIDTH
COSERV EASEMENT**



SCALE: 1" = 300'

LEGEND

○	CAPPED I.R. SET
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□	FENCE CORNER
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×	"X" IN CONC



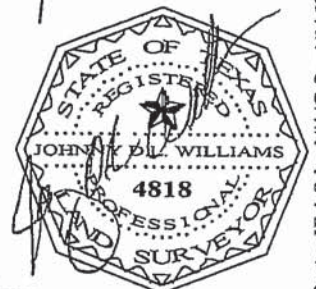
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L9	N 26°48'02" W	15.00'
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C2	19°08'43"	426.50'	142.51'	141.85'	S 61°31'39" W

NOTES:

1. THE BEARINGS FOR THIS SURVEY ARE BASED ON THE BEARINGS AS THEY APPEAR IN INSTRUMENT NUMBER 2014-20118, DEED RECORDS, DENTON COUNTY, TEXAS.
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(817) 560-2916

TBPLS FIRM REG. NO. 10138500 JOB NO. 14-230

PCS 20143/14-230 Denton High School #4 (CoSerr)/14-230 ESMT WEST.PCS

EXHIBIT "A"
VARIABLE WIDTH COSERV EASEMENT

BEING a 0.567 acre tract of land in the T. Navo Survey, Abstract No. 964, situated in Denton County, Texas, and being a portion of a certain tract of land described in deed to Spiritas Ranch Enterprise, L.L.P., recorded in Instrument Number 2002-125340, Deed Records, Denton County, Texas. The bearings for this description are based on the bearings as they appear in Instrument Number 2002-125340, Deed Records, Denton County, Texas. Said 0.567 acre tract of land being described by metes and bounds as follows:

COMMENCING at an aluminum highway monument found at the most northerly northwest corner of a tract of land described in deed to Denton Independent School District, recorded in Instrument Number 2014-20118, Deed Records, Denton County, Texas same being the northeasterly end of a corner clip of Highway 380 East, a 160' wide public right of way and Navo Road, a variable width public right of way;

THENCE South 87°44'07" East, along the common line of the south line of said Highway 380 and the north line of said Denton Independent School District tract, a distance of 1699.26 Feet to the northeast corner of said Denton Independent School District tract and the most northerly northwest corner of said Spiritas Ranch Enterprise, L.L.P. tract;

THENCE South 87°41'35" East, departing said common line and along the common line of said south line of Highway 380 and the north line of said Spiritas Ranch Enterprise, L.L.P. tract, a distance of 578.17 Feet to the POINT OF BEGINNING;

THENCE South 87°41'35" East, continuing along said common line, a distance of 15.00 Feet;

THENCE departing the said common line, and continuing over and across said Spiritas Ranch Enterprise, L.L.P. tract, the following courses and distances:

South 01°58'01" West, a distance of 919.83 Feet;

North 87°56'27" West, a distance of 333.84 Feet;

South 01°55'20" West, a distance of 2.50 Feet;

North 87°56'27" West, a distance of 2.50 Feet;

South 02°00'44" West, a distance of 88.83 Feet;

North 88°12'15" West, a distance of 514.32 Feet to the point of curvature of a non-tangent curve, concave to the south, having a radius of 426.50 Feet a central angle of 20°43'10", and a chord of 153.39 Feet bearing South 81°27'35" West;

Westerly along said curve, a distance of 154.23 Feet to a westerly line of said Spiritas Ranch Enterprise, L.L.P. tract;

North 05°14'35" East, along the said westerly line, a distance of 10.93 Feet to the point of curvature of a non-tangent curve, concave to the south, having a radius of 436.50 Feet a central angle of 20°07'56", and a chord of 152.59 Feet bearing North 81°45'12" East;

THENCE departing the said westerly line, and continuing over and across said Spiritas Ranch Enterprise, L.L.P. tract, the following courses and distances:

Easterly along said curve, a distance of 153.38 Feet;

South 88°12'15" East, a distance of 504.36 Feet;

North 02°00'44" East, a distance of 78.87 Feet;

North 87°56'27" West, a distance of 2.50 Feet;

North 01°55'20" East, a distance of 15.00 Feet;

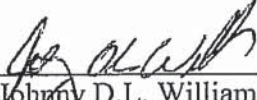
South 87°56'27" East, a distance of 15.00 Feet;

South 01°55'20" West, a distance of 2.50 Feet;

South 87°56'27" East, a distance of 318.85 Feet;

North 01°58'01" East, a distance of 909.89 Feet to the POINT OF BEGINNING and containing a computed area of 0.567 Acres, more or less.

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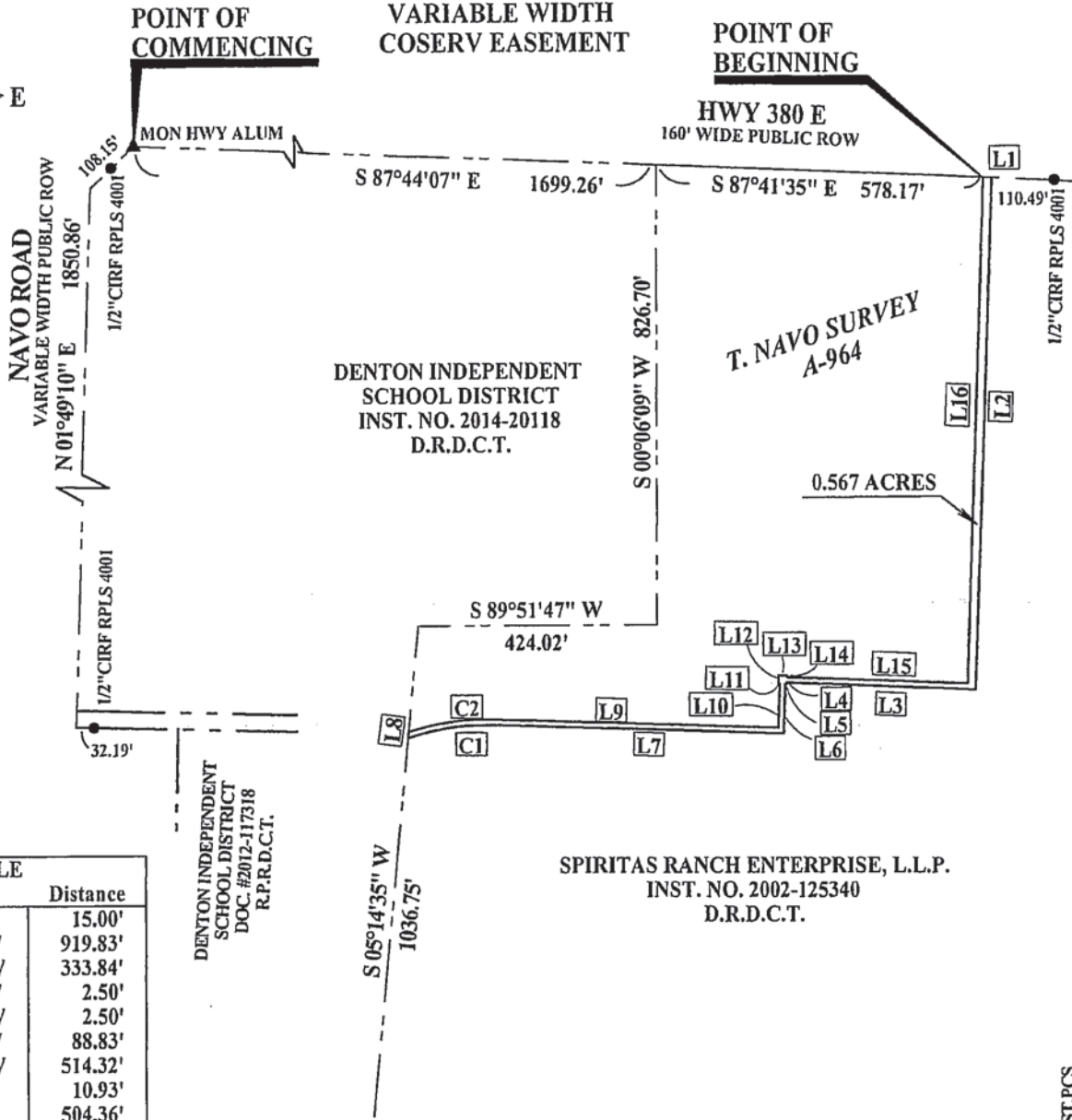


0 300
SCALE: 1" = 300'

LEGEND

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△	CONTROLLING MON.
□	FENCE CORNER
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×	"X" IN CONC

**EXHIBIT "A"
VARIABLE WIDTH
COSERV EASEMENT**



LINE TABLE		
Id	Bearing	Distance
L1	S 87°41'35" E	15.00'
L2	S 01°58'01" W	919.83'
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L7	N 88°12'15" W	514.32'
L8	N 05°14'35" E	10.93'
L9	S 88°12'15" E	504.36'
L10	N 02°00'44" E	78.87'
L11	N 87°56'27" W	2.50'
L12	N 01°55'20" E	15.00'
L13	S 87°56'27" E	15.00'
L14	S 01°55'20" W	2.50'
L15	S 87°56'27" E	318.85'
L16	N 01°58'01" E	909.89'

CURVE TABLE					
Id	Delta	Radius	Arc Length	Chord	Ch Bear
C1	20°43'10"	426.50'	154.23'	153.39'	S 81°27'35" W
C2	20°07'56"	436.50'	153.38'	152.59'	N 81°45'12" E

NOTES:

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