

STATE OF TEXAS §
 § **UTILITY EASEMENT**
COUNTY OF DENTON §

Grantor: **Denton Independent School District**

Grantor's Address: **Post Office Box 2387**
 Denton, TX 76202-2387

Grantee: **UPPER TRINITY REGIONAL WATER DISTRICT**

Address: PO BOX 305, Lewisville, Texas 75067

Consideration: Ten Dollars and other good and valuable consideration all paid in cash, receipt of which in full is acknowledged by Grantor.

Easement Property: The tract of land described in Exhibit A attached hereto and incorporated herein by reference for all purposes.

Easement Purpose: For the sole purpose(s) of surveying and engineering, installing, maintaining, testing, repairing, removing or replacing underground sanitary sewer lines, and augmenting by adding parallel line or lines. However, no such improvements shall include overhead utilities, facilities, lines, wiring or appurtenances.

Grant of Easement: Grantor, for the Consideration hereof, GRANTS, BARGAINS, SELLS AND CONVEYS to Grantee, its successors, and assigns a permanent and perpetual easement over, on, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's, successors, and assigns forever. Grantee shall hold a dominant and superior right of use and easement in the Easement Property, as follows:

1. To the extent that Grantee does not have reasonable access to the Easement Property from a dedicated street or thoroughfare, Grantee shall have the right of ingress and egress over Grantor's adjacent land to and from the Easement Property in connection with the exercise of Grantee's rights hereunder, which ingress and egress right shall be exercised by Grantee in a reasonable manner.
2. The minimum depth of all pipes installed within the Easement Property shall be three (3) feet from the top of the pipe to the surface of the Easement Property. Grantor shall make no changes affecting the depth of cover over the pipeline installed by Grantee within the Easement Property by more than one (1) foot without the expressed written approval of the Grantee.
3. Grantor shall have the right and privilege to use the Easement Property, subject to the dominant right of Grantee to prevent any such use by Grantor, which would unreasonably interfere with the nature, purposes, scope, and intent of this,

and any subsequent project including, but not limited to, drilling or excavating activities and permanent structures including fencing within the easement boundaries. Specifically and without limitation on the foregoing, Grantor shall have the right to put or place any non-commercial recreational facilities, paving, utility lines, playground equipment, roads and streets upon or within the Easement Property. Provided, however, all roads, streets and utility lines installed or permitted by Grantor must cross the Easement Property at an angle of at least 45 degrees or more to the center line of the easement property. Provided, however, Grantor shall not have the right to use the Easement Property for any purpose which would cause the continuing utility operations of Grantee to be in violation of any state, federal, or municipal law, ordinance, or regulation. Grantee specially covenants that any desired or prospective use by Grantor may, with substantially correct and accurate information, be submitted in writing by Grantor to Grantee. If Grantee does not notify Grantor in writing within 60 days of such submission by Grantor that such proposed use would be in conflict with the Easement then Grantee shall be deemed to have consented to such use. It is the intent and purposes of this easement to facilitate the maximum use by Grantor of Grantor's residual rights and uses, subject only to the rights of the Grantee in the Easement.

4. Any improvements placed on the Easement Property by Grantor may, at Grantee's expense, be removed or destroyed by Grantee to the extent that it is reasonably necessary for Grantee's installing, maintaining, removing or replacing any of the water line, storm sewer, sanitary sewer or related facilities, but only, except in cases of emergencies, after prior written notice to Grantor. Grantee may, for example, remove fencing placed on the Easement Property by Grantor in order to use the Easement and may place gates at the boundary entry and exit points to and from the Easement Property.
5. Grantee covenants and agrees to restore the natural surface of the Easement Property and any adjacent lands disturbed by Grantee, to a condition comparable to that which existed prior to the entry and construction, demolition, removal or other disturbance. All existing paving, fencing, and gates on such property shall be restored by Grantee to their original condition as found before construction, demolition or removal by Grantee. Except as noted herein, Grantee shall have no right to control or duty to supervise, evaluate or maintain any of the acts or improvements of Grantor as the same pertains to this Easement.
6. Grantee is also hereby granted, bargained, sold and conveyed, temporary construction easements (the "Construction Easement") over the tract of land which are variable in width and which are contiguous to the boundary lines of the Easement Property (the "Construction Easement Area") as described in the attached Exhibit "A". The Construction Easement shall be solely for the purposes of storing construction supplies, equipment, appurtenances, facilities, and pipe and related construction activity in connection with the initial construction of underground sanitary sewer lines by Grantee within the Easement Property. Upon the completion of such initial construction the Construction Easement shall automatically terminate. Within 30 days after the termination of the Construction Easement, Grantee agrees to and shall (i) remove

all supplies, equipment appurtenances, facilities, pipe and other matters placed on or in the Construction Easement by Grantor, and (ii) restore the surface of the Construction Easement Area to its condition prior to entry by Grantee including, without limitation, restoration and replacement of paving, grasses and sod with the same general quality as existed immediately prior to the entry and use of such land by Grantee. In addition, upon termination of the Construction easement Area shall be restored by Grantee to their original condition as found before construction; provided, however, Grantee shall not be required to replace any landscaping, trees or shrubs other than grasses and sod, and Grantee shall not be responsible for the maintenance or replacement of any paving, grasses, or sod once the original restoration of the Construction Easement Area has been completed by Grantee.

7. Except as noted herein, Grantee shall have no right of control or duty to supervise, evaluate, or maintain any of the acts or improvements of Grantor as the same pertains to the Easement.
8. Grantor represents that (a) Grantor has full and unencumbered fee simple title to and in the easement estates herein granted; subject and limited as aforesaid, (b) Grantor has the right to execute this instrument, and (c) there are no liens existing against the Easement Property and the Construction Easement Area.
9. Any notice required or permitted under this instrument must be in writing. Any notice required by this instrument will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this instrument. Notice may also be given by regular mail, personal delivery, courier deliver, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.
10. The term "Grantor" as used herein means all and singular and include Grantor's successors and assigns. The term "Grantee" as used herein means all and singular writing simultaneously with any assignment by Grantee of this instrument or any interest herein, and each successor and assign of Grantee shall assume all of Grantee's obligations under this instrument, including, without limitation the foregoing notice obligation. Any assignment of this instrument, or any interest herein, by Grantee, its successors and/or assigns shall not release the assigning party from any then existing obligation or liability hereunder.
11. This instrument and the easement and rights granted herein shall be effective upon acceptance hereof by Grantee, which shall be evidenced by Grantee's execution hereof, and payment to Grantor of the agreed upon consideration.

SIGNED this _____ day of _____, 2015.

GRANTOR:

DENTON INDEPENDENT SCHOOL DISTRICT

By: _____

By: _____

STATE OF TEXAS §
 §
COUNTY OF §

This instrument was acknowledged before me on _____, of the
_____ on this the _____ day of _____, 2015,
and in the capacity therein stated on behalf of said entity.

[Personalized Seal]

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF §

This instrument was acknowledged before me on _____, of the
_____ on this the _____ day of _____, 2015,
and in the capacity therein stated on behalf of said entity.

[Personalized Seal]

Notary Public, State of Texas

ACCEPTED this _____ day of _____, 2015.

GRANTEE:

UPPER TRINITY REGIONAL WATER DISTRICT

By: _____

Name: Thomas E. Taylor

Its: Executive Director

STATE OF TEXAS §

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COUNTY OF DENTON §

This instrument was acknowledged before me by _____, of the Upper Trinity Regional Water District on this the _____ day of _____, 2015, and in the capacity therein stated on behalf of said entity.

[Personalized Seal]

Notary Public, State of Texas

AFTER RECORDING, RETURN TO:
Upper Trinity Regional Water District
P.O. Drawer 305
Lewisville, Texas 75067

EXHIBIT "A"

FIELD NOTE DESCRIPTION PERMANENT SANITARY SEWER LINE EASEMENT

Being a strip of land for a permanent Sanitary Sewer Easement variable in width and being under, over and across a called 16.719 acre tract of land located in the Thomas Navo Survey, Abstract No. 0964, Denton County, Texas, conveyed to Denton I.S.D. by deed recorded in Document Number 2006-73696 of the Deed Records of Denton County Texas (D.R.D.C.T.), said strip of land being more particularly described as follows;

BEGINING at a 1/2" iron rod found on the southwest property line of said 16.719 acre Denton I.S.D. tract and on the north property line of a called 4.2537 acre tract of land conveyed to Paloma Creek HOA in deed recorded in Cabinet V, Page 479 of the D.R.D.C.T., said point being N 14°08'02" E, a distance of 104.75 feet from a 3" U.S. Corp of Engineers Monument found near the north property line of said 4.2537 acre Paloma Creek tract;

THENCE, N 04°03'14" E, departing said common property line, along the west property line of said 16.719 acre Denton I.S.D. tract, passing through an existing 100-foot easement conveyed to Brazos electric by deed recorded in Volume 982, Page 695 of the D.R.D.C.T., a distance of 178.22 feet to a point for corner, said point being a 3" U.S. Corp of Engineers Monument found on the west property line of said 16.719 acre Denton I.S.D. tract;

THENCE, N 21°48'18" E, continuing along said property line, a distance of 592.58 feet to a point for corner, said point being a 3" U.S. Corp of Engineers Monument found on the west property line of said 16.719 acre Denton I.S.D. tract;

THENCE, N 74°54'03" E, passing a 3" U.S. Corp of Engineers Monument on the north property line of said 16.719 acre Denton I.S.D. tract, a distance of 303.64 feet to a point for corner, said point being on the north property line of said 16.719 acre Denton I.S.D. tract and on the south property line of part of a called 249.256 acre tract of land conveyed to Denton 380 Associates, LP by deed recorded in Volume 4761, Page 01612 of the D.R.D.C.T.;

THENCE, S 88°52'26" E, along said common property line, a distance of 247.82 feet to a point for corner, said point being on the west future right-of-way line of Navo Road (under apparent public use);

THENCE, S 01°34'31" W, departing said common property line, along the west future right-of-way line of said Navo Road, a distance of 16.72 feet to a point for corner;

THENCE, S 35°44'23" W, departing said future right-of-way line, a distance of 16.13 feet to a point for corner;

THENCE, the following calls for bearing and distance, being a 30-foot perpendicular distance from and parallel with the west property line of said 16.719 acre Denton I.S.D. tract;

N 88°52'26" W, a distance of 234.25 feet to a point for corner;

S 74°54'03" W, a distance of 284.37 feet to a point for corner;

S 21°48'18" W, a distance of 572.91 feet to a point for corner;

S 04°03'14" W, a distance of 54.76 feet to a point for corner;

EXHIBIT "A"

THENCE, S 60°10'21" E, a distance of 29.25 feet to a point for corner;

THENCE, S 16°53'02" W, passing through said 100-foot Brazos Electrical Easement, a distance of 123.13 feet to a point for corner, said point being on the south property line of said 16.719 acre Denton I.S.D. tract and on the north property line of said 4.2537 acre Paloma Creek tract;

THENCE, N 60°10'21" W, along the said common property line, a distance of 32.20 feet to the POINT OF BEGINING, said permanent Sanitary Sewer Easement containing 0.936 acres (40,790 square feet) of land, more or less.

Also, a 20-foot Temporary Construction Easement being immediately adjacent to and parallel with the south and east legs of the above described permanent water and sanitary sewer line easement and containing 0.597 acres (26,007 square feet) of land, more or less.

Notes:

1. Bearings and distances cited in this field note description are based on the Texas State Plane Coordinate System, NAD-83, Texas North Central Zone 4202.
2. Field survey concluded on 02/26/2016.
3. An Easement Plat of even date herewith accompanies this Field Note Description.

Gary C. Hendricks, P.E., R.P.L.S.
Texas Registration No. 5073
Birkhoff, Hendricks & Carter, L.L.P.
TBPLS Firm No. 100318-00
11910 Greenville Ave., Suite 600
Dallas, Texas 75243



[Handwritten signature]
05/09/2016

LEGEND	
I.R.F.	IRON ROD FOUND
R.O.W.	RIGHT OF WAY
D.R.D.C.T.	DEED RECORDS DENTON COUNTY TEXAS
U.S. MON	USA CORP OF ENGINEERS MONUMENT
P.F.	PIPE FOUND
⊕	CENTER LINE
ℙ	PROPERTY LINE

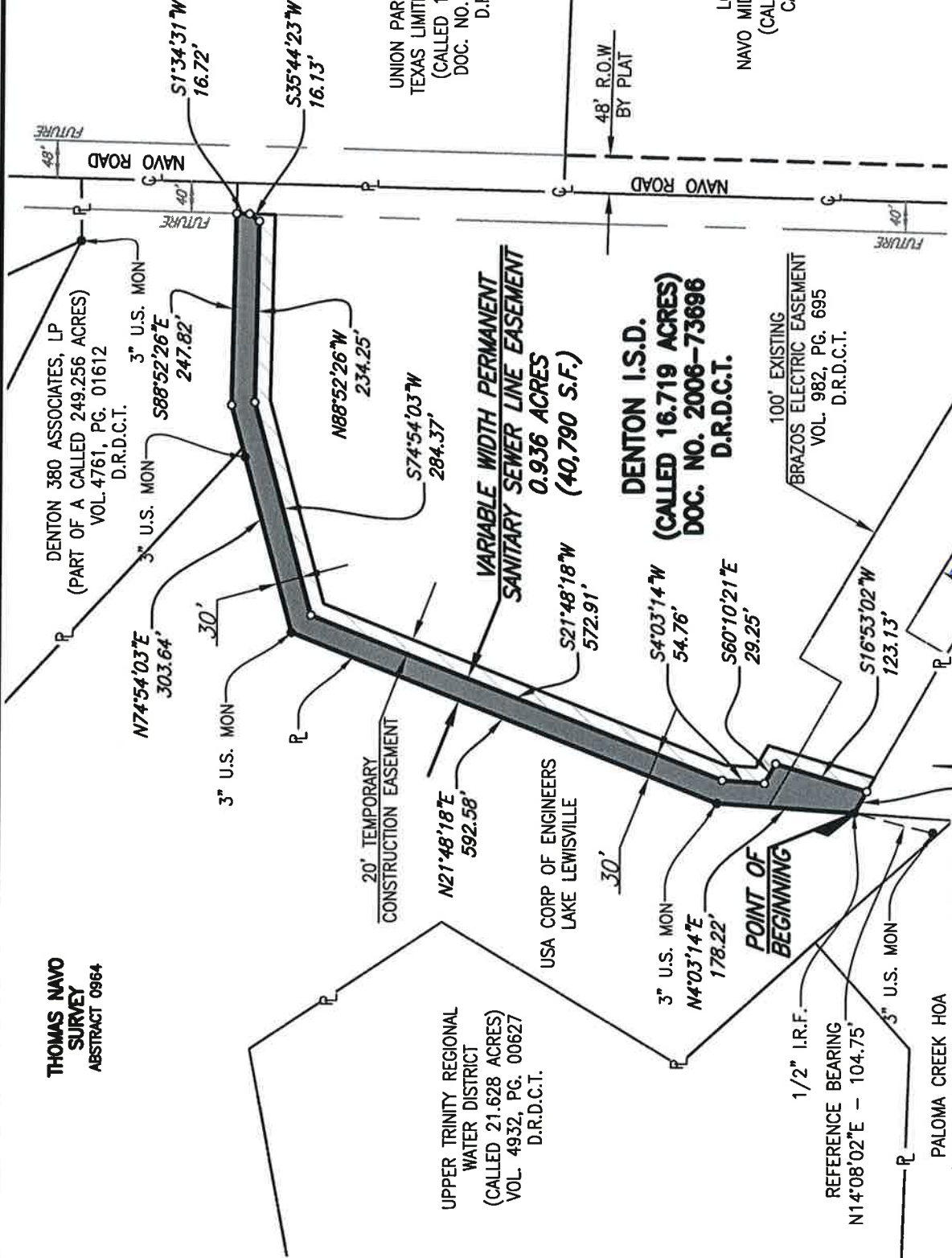
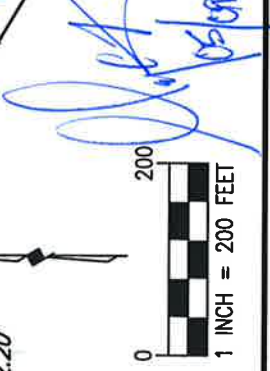


EXHIBIT "A"
PARCEL NO. 04

UPPER TRINITY REGIONAL WATER DISTRICT
DENTON I.S.D.
**VARIABLE WIDTH
PERMANENT SANITARY EASEMENT**
BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
TBPE Firm No. 526; TBPLS Firm No. 10031800
1910 Greenville Ave., Suite 600 Dallas, Texas 75243 (214) 361-7900

May
2016



- NOTES:
- BEARINGS AND DISTANCES CITED IN THIS PLAT DESCRIPTION ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD-83, TEXAS NORTH CENTRAL ZONE 4202.
 - FIELD SURVEYS CONCLUDED ON 02/26/2016.
 - A FIELD NOTE DESCRIPTION OF EVEN DATE HERewith ACCOMPANIES THIS EXHIBIT.