

After Recording, Return to:

Kevin W. Haney
McGinnis Lochridge
c/o 7701 South Stemmons
Corinth, Texas 76210

For CoServ Use Only:

MAP GRID: _____
WO NO.: 1012988 SO NO.: _____
EASEMENT NO.: _____

ELECTRIC LINE EASEMENT AND RIGHT-OF-WAY

STATE OF TEXAS

§

COUNTY OF COOKE

§

§

KNOW ALL MEN BY THESE PRESENTS:

EFFECTIVE DATE: _____, 2019.

GRANTOR: JEFFREY STEVENS, JAMES EATON, JEFF BROWN, TODD REITER, JENNIFER HUNTER, K.D. WEAVER and CHAD GREER, Trustees of the ERA CONSOLIDATED 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 to GRANTEE's electric system. 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.

AUTHORITY: GRANTOR represents and warrants to GRANTEE that GRANTOR has the full right, power, and authority to execute and deliver this Electric Line Easement and Right-of-Way, that this Electric Line Easement and Right-of-Way does not violate the terms or provisions of any other agreement to which GRANTOR is a party (including from any mortgage) or to which the EASEMENT PROPERTY is subject, that each person signing this Electric Line Easement and Right-of-Way on behalf of GRANTOR is authorized to do so, and that GRANTOR has obtained any and all third party consents (including from any mortgagee) necessary for the execution and delivery of this Electric Line Easement and Right-of-Way.

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.}

EXECUTED as of the EFFECTIVE DATE.

GRANTOR:

ERA CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

By: _____
Jeffrey Stevens, Trustee

By: _____
James Eaton, Trustee

By: _____
Jeff Brown, Trustee

By: _____
Todd Reiter, Trustee

By: _____
Jennifer Hunter, Trustee

By: _____
K.D. Weaver, Trustee

By: _____
Chad Greer, Trustee

THE STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 20____, by Jeffrey Stevens, Trustee of the Era Consolidated Independent School District, on behalf of said entity.

NOTARY PUBLIC

THE STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 20____, by James Eaton, Trustee of the Era Consolidated Independent School District, on behalf of said entity.

NOTARY PUBLIC

THE STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 20____, by Jeff Brown, Trustee of the Era Consolidated Independent School District, on behalf of said entity.

NOTARY PUBLIC

THE STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 20____, by Todd Reiter, Trustee of the Era Consolidated Independent School District, on behalf of said entity.

NOTARY PUBLIC

THE STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 20____, by Jennifer Hunter, Trustee of the Era Consolidated Independent School District, on behalf of said entity.

NOTARY PUBLIC

THE STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 20____, by K.D. Weaver, Trustee of the Era Consolidated Independent School District, on behalf of said entity.

NOTARY PUBLIC

THE STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 20____, by Chad Greer, Trustee of the Era Consolidated Independent School District, on behalf of said entity.

NOTARY PUBLIC

EXHIBIT "A"
VARIABLE WIDTH COSERV EASEMENT

BEING a 0.051 acre tract of land in the Thomas Cook Survey, Abstract Number 258, situated in the Town of Era, Cooke County, Texas, and being a portion of that certain tract of land described in deed to Trustees of the Era Consolidated I.S.D., recorded in Volume Number 446, Page 566, Deed Records, Cooke County, Texas. The bearings for this description are based on the bearings as they appear in Volume Number 242, Page 436, Deed Records, Cooke County, Texas. Said 0.051 acre tract of land being described by metes and bounds as follows:

COMMENCING at a 1/2" iron rod found at the northeast corner of that certain tract of land described in deed to Teresa D. Dunn, recorded in Volume 1623, Page 709, Deed Records, Cooke County, Texas and being in the south line of that certain tract of land described in deed to John and Kristen Roller, recorded in Volume 1912, Page 390, Deed Records, Cooke County, Texas;

THENCE South 89°14'21" East, along the south line of said Roller tract, a distance of 15.00 Feet to the northwest corner of said Trustees of the Era Consolidated I.S.D. tract for the **POINT OF BEGINNING**;

THENCE continuing over and across said Trustees of the Era Consolidated I.S.D. tract, the following courses and distances;

South 88°34'33" East, a distance of 107.04 Feet;

South 38°54'33" East, a distance of 77.68 Feet;

North 51°05'27" East, a distance of 2.50 Feet;

South 38°54'33" East, a distance of 15.00 Feet;

South 51°05'27" West, a distance of 15.00 Feet;

North 38°54'33" West, a distance of 15.00 Feet;

North 51°05'27" East, a distance of 2.50 Feet;

North 38°54'33" West, a distance of 73.05 Feet;

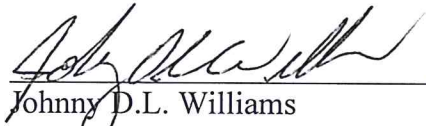
North 88°34'33" West, a distance of 92.16 Feet;

South 00°00'00" East, a distance of 19.19 Feet;

South 90°00'00" West, a distance of 10.00 Feet to the west line of said Trustees of the Era Consolidated I.S.D. tract;

THENCE North 00°00'00" East, along said west line, a distance of 29.44 Feet to the **POINT OF BEGINNING** and containing a computed area of 0.051 Acres, more or less.

Compiled from field ties and record data on November 14, 2019 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

LEGEND

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



0 40
SCALE 1"=40'

JOHN & KRISTEN ROLLER
VOL. 1912, PG. 390
D.R.C.C.T.

POINT OF
COMMENCING

POINT OF
BEGINNING

S 89°14'21" E 115.24'

TERESA D. DUNN
VOL. 1623 PG. 709
D.R.C.C.T.

APPROXIMATE CENTERLINE
HARGROVE STREET
VARIABLE WIDTH ROW

N 00°00'00" W

N 00°00'00" E 129.00'

LINE TABLE		
Id	Bearing	Distance
L1	S 89°14'21" E	15.00'
L2	N 51°05'27" E	2.50'
L3	S 38°54'33" E	15.00'
L4	S 51°05'27" W	15.00'
L5	N 38°54'33" W	15.00'
L6	N 51°05'27" E	2.50'
L7	S 00°00'00" E	19.19'
L8	S 90°00'00" W	10.00'

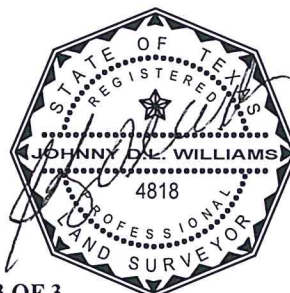
CHURCH OF CHRIST
VOL. 92, PG. 108
D.R.C.C.T.

S.A. ANDERSON
VOL. 150, PG. 101
D.R.C.C.T.

TRUSTEES OF THE ERA SCHOOL
DISTRICT OF COOKE COUNTY, TEXAS
VOL 207 PG 60
D.R.C.C.T.

NOTES:

1. THE BEARINGS FOR THIS SURVEY ARE BASED ON THE BEARINGS AS THEY APPEAR IN VOLUME 242, PAGE 436, DEED RECORDS, COOKE 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.



PAGE 3 OF 3

NOVEMBER 14, 2019

WHITFIELD - HALL SURVEYORS

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

TBPLS FIRM REG. NO. 10138500 JOB NO. 19-088

PCS 2019/19-088 THOMAS COOK SURVEY COSERV/19-088 ESMT NEW.PCS