

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.: 200900890 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: December _____, 2009.

GRANTOR: Denton Independent School District

GRANTOR'S MAILING ADDRESS (including county): 1307 North Locust, Denton, Texas 76201

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 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: GRANTEE shall not assign any of the rights, privileges and appurtenances contained in this instrument without the prior written consent of GRANTOR, except that GRANTEE may, without the consent of GRANTOR, assign such rights, privileges and appurtenances to a purchaser of all or substantially all of the assets of GRANTEE or a successor of GRANTEE by merger, consolidation or reorganization. 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.

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.

The foregoing Electric Line Easement and Right-of-Way 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 _____, 20____, at which _____ Trustees were present, by the following vote: ____ For, ____ Against, and ____ Abstaining.

GRANTOR:

DENTON INDEPENDENT SCHOOL DISTRICT

_____, President
Board of Trustees

ATTEST:

_____, Secretary

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on _____, 20____, by _____, in his/her capacity as President of the Board of Trustees, Denton Independent School District, on behalf of the School District.

Notary Public in and for the
State of Texas



Coleman & Assoc. Land Surveying

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

COSERV 15' UTILITY EASMENT

BEING a tract of land situated in the M. Jones Survey Abstract Number 662, Denton County Texas and being part of the called 20.682 acre tract described in the deed from MAW CROSS OAK RANCH, LP to Denton Independent School District recorded under Document Number 2009-17467 of the Real Property Records of Denton County, Texas; subject tract further being a 15-foot Coserv Easement centered on the electric line as constructed; the subject tract being more particularly described as follows; (Bearings basis is the South right-of-way line of Tumbleweed Drive as shown by the plat of Cross Oaks Ranch, Phase 2-Tract 6 recorded in Cabinet W, Page 159 of the Plat Records of Denton County, Texas):

COMMENCING at a 5/8 inch iron rod with a plastic cap stamped "C&B" found at the Southeast corner of the said 20.682 acre tract, same being the intersection of the West right-of-way line of Liberty Boulevard with the North right-of-way line of Tumbleweed Drive;

THENCE North 00°05'27" West with the said West right-of-way line of Liberty Boulevard and with the East line of said 20.682 acre tract for a distance of 865.21 feet to a 1/2 inch rod with a yellow cap stamped "COLEMAN RPLS 4001" found at the Northeast corner of said 20.682 acre tract;

THENCE North 88°06'16" West with the North line of said 20.682 acre tract for a distance of 284.57 feet to the POINT OF BEGINNING;

THENCE South 26°05'25" West departing said North line for a distance of 121.43 feet;

THENCE South 05°39'45" West for a distance of 92.83 feet;

THENCE North 84°20'15" West for a distance of 15.00 feet;

THENCE North 05°39'45" East for a distance of 95.53 feet;

THENCE North 26°05'25" East for a distance of 117.40 feet to the North line of said 20.682 acre tract;

THENCE South 88°06'16" East with said North line for a distance of 16.44 feet to the PLACE OF BEGINNING and enclosing 0.073 acres of land.



John N. Cordle
9-18-09

MAW CROSS OAK RANCH L.P.
CFN 2005-12767

20' ELEC. ESMT.
(NO RECORD FOUND)

1/2" IRF "COLEMAN
RPLS 4001"
CM

S88°06'16"E
16.44'

P.O.B.

N88°06'16"W 284.57'

S60°44'51"E
93.85'

N117°40'30"E
121.43'

S 59°34'40" E 151.78'

(PROPOSED 15' PUBLIC UTIL. ESMT.)

N26°05'25"E
95.53'

S05°39'45"W
92.83'

N05°39'45"E
95.53'

S05°39'45"W
92.83'

N26°05'25"E
95.53'

S26°05'25"W
92.83'

N05°39'45"E
95.53'

S05°39'45"W
92.83'

N26°05'25"E
95.53'

S26°05'25"W
92.83'

N05°39'45"E
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S05°39'45"W
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N26°05'25"E
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S26°05'25"W
92.83'

N05°39'45"E
95.53'

S05°39'45"W
92.83'

N26°05'25"E
95.53'

S26°05'25"W
92.83'

APPROX. FLOOD LIMITS PER
MAP PANEL NO. 48121C0405E
FEMA CASE NO. 04-06-1831P
EFFECTIVE NOVEMBER 9, 2004.

(PROPOSED 15' GAS ESMT.)

CALLED 20.682 AC. TR.
MAW CROSS OAK RANCH, LP
TO
DENTON INDEPENDENT SCHOOL DISTRICT
DOC. # 2009-17467

N84°20'15"W
15.00'

FUTURE
LOT 1, BLOCK A

(PROPOSED 15' PUBLIC UTIL. ESMT.)

LIBERTY BLVD. (90' R.O.W.)

(BASIS OF BEARING)

N 00°05'27" W 865.21'



POINT OF COMMENCING
5/8" IRF "C&B"
CM
TUMBLEWEED DR. (70' R.O.W.)

BEARING BASIS: EAST LINE OF CALLED
20.682 ACRE TRACT AS DESCRIBED IN THE
DEED TO DENTON INDEPENDENT SCHOOL
DISTRICT RECORDED IN DOCUMENT NO.
2009-17467 D.R.D.Co.Tx.

LEGEND

- CM CONTROLLING MONUMENT
- IRF IRON ROD FOUND
- IRS 1/2" IRON ROD SET W/
YELLOW PLASTIC CAP STAMPED
"COLEMAN RPLS 4001"
- PROPERTY LINE
- EASEMENT LINE

SEE ACCOMPANYING METES
& BOUNDS DESCRIPTION

COSERV 15-FT. UTIL. ESMT.

0.073 OF AN ACRE
M. JONES SY. A-662
CITY OF DENTON
DENTON COUNTY, TEXAS

DRAWN: MCK JOB #: 1587
CHECKED: JNC DATE: 9-17-09
REVISED: 12-08-09 SCALE: 1"=60'



John N. Cordle
12-08-09



**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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Miller, Mark C.

From: Gladys Stokes [gstokes@coserv.com]
Sent: Wednesday, December 09, 2009 10:47 AM
To: Miller, Mark C.
Cc: Watson, Bill M.
Subject: FW: Electric Easement - Denton ISD (WO#200900890)
Attachments: Electric Easement - Denton ISD (WO200900890).pdf; Electric Easement - Denton ISD (WO200900890)(Red vs 2007).pdf

Mr. Miller,

Please print out two originals and have them signed in front of a notary. Return both originals to me for recording, we will mail you a fully executed copy. Please see the comment below from our legal department. If you have any questions please call me.

Thanks

Gladys Stokes
Records Administrator
7701 South Stemmons
Corinth, Texas 76210-1842
Office - 940-321-7800 ext 7614
Fax 940-270-6850
gstokes@coserv.com



From: Sandi Ramos [mailto:sramos@millerhaney.com]
Sent: Tuesday, December 08, 2009 5:18 PM
To: Gladys Stokes
Subject: Electric Easement - Denton ISD (WO#200900890)

Gladys:

Attached is an execution copy of the referenced easement. Please note that I used the final agreed-upon form of easement the ISD signed in 2007, with the only changes being those applicable to the installation of underground facilities. For yours and the ISD's reference, I have attached a redlined copy of this 2009 easement showing the changes made from the 2007 form.

Please let me know if you have any questions.

Sandi Ramos, CP
Paralegal
Miller & Haney, L.L.P.
Direct: 940.321.7872
Fax: 940.270.7600

12/11/2009