

After Recording, Return to:

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

For CoServ Use Only:
MAP GRID: _____
WO NO.: 1032740 SO NO.: _____
EASEMENT NO.: _____

ELECTRIC LINE EASEMENT AND RIGHT-OF-WAY

STATE OF TEXAS §
§
COUNTY OF DENTON §

KNOW ALL MEN BY THESE PRESENTS:

EFFECTIVE DATE: _____, 2021.

GRANTOR: DENTON INDEPENDENT SCHOOL DISTRICT

GRANTOR'S MAILING ADDRESS (including county): Denton Independent School District

Attention: _____
E-Mail: _____

GRANTEE: DENTON COUNTY ELECTRIC COOPERATIVE, INC., d/b/a COSERV ELECTRIC
7701 South Stemmons Freeway
Corinth, Denton County, Texas 76210
Attention: President
E-Mail: legalnotices@coserv.com

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. In the event the EASEMENT is so abandoned, GRANTEE shall remove, at GRANTEE's sole cost and expense, from the EASEMENT PROPERTY those portions of the PROJECT that are located above ground. Any portion of the PROJECT not so removed from the EASEMENT PROPERTY shall be deemed to have been abandoned by GRANTEE. GRANTOR agrees that GRANTEE shall have no further obligations related to any portion of the PROJECT that is deemed to be abandoned pursuant to this paragraph, and GRANTEE waives any and all rights, title and/or interest in and/or any claim for damages to said portion of the PROJECT so abandoned as described herein.

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, to the extent permitted by law and without waiving any governmental immunities or rights, 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, and not so abandoned as set forth herein, 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, by, through or under GRANTOR, but not otherwise, subject to those matters set forth in instruments recorded in the Real Property Records of Denton County, Texas, to the extent such matters are in full force and effect and actually affect the EASEMENT PROPERTY.

EXECUTED as of the EFFECTIVE DATE.

GRANTOR:

DENTON INDEPENDENT SCHOOL DISTRICT

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on this _____ day of _____, 2021,
by _____, _____ of
Denton Independent School District, on behalf of said district.

NOTARY PUBLIC

EXHIBIT A



Coleman & Assoc. Land Surveying

P. O. Box 686

Denton, Texas 76202

Phone (940)565-8215 Fax (940)565-9800

REGISTRATION #10095100

10-Ft. Coserv Easement
0.216 of an Acre

All that certain tract of land situated in the J. Morton Survey Abstract Number 793, Denton County, Texas and being a part of the called 65.133 acre tract described in the deed from Benny Galen Noles et ux to Denton Independent School District reordered in Document Number 2017-65208 of the Real Property Records of Denton County, Texas; the subject easement being more particularly described as follows by Bearings relative to the Texas Coordinate System of 1983 North Central Zone (4202) based on GPS ties to Geodetic Control:

COMMENCING at a 1/2 inch iron rod found at a reentrant corner of the said 65.133 acre tract and the Northeast corner of the called 0.070 acre Tract 2 described in the deed to Denton Independent School District recorded in Document Number 2021-114016 of the said Real Property Records and being in the center of Noles Road (proposed to be Denton Way);

THENCE South 00 Degrees 20 Minutes 08 Seconds East with the East line of the 65.133 acre tract and the West line of the said 0.070 acre Tract 2 a distance of 30.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "COLEMAN RPLS 4001" found at the Southeast corner thereof and the Northwest corner of the proposed Lot 1, Block A, Middle School #9 Addition on the proposed South right-of-way line of Denton Way;

THENCE Easterly with the North line of the said Lot 1 and the proposed South right-of-way line of Denton Way along the arc of a curve to the right having a radius of 470.00 feet, an arc length of 15.00 feet (chord bearing South 89 Degrees 09 Minutes 38 Seconds East a distance of 15.00 feet) to a 60D nail set (hereinafter referred to as NLS) at the PLACE OF BEGINNING at the Northwest corner of the herein described easement;

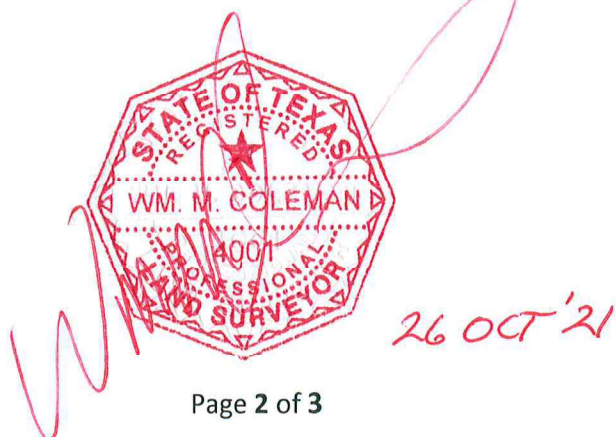
THENCE Continuing Easterly with the North line of the said Lot 1 and the proposed South right-of-way line of Denton Way along the arc of a curve to the right having a radius of 470.00 feet, an arc length of 10.00 feet (chord bearing South 87 Degrees 38 Minutes 09 Seconds East a distance of 10.00 feet) to a NLS for the Northeast corner of the herein described easement;

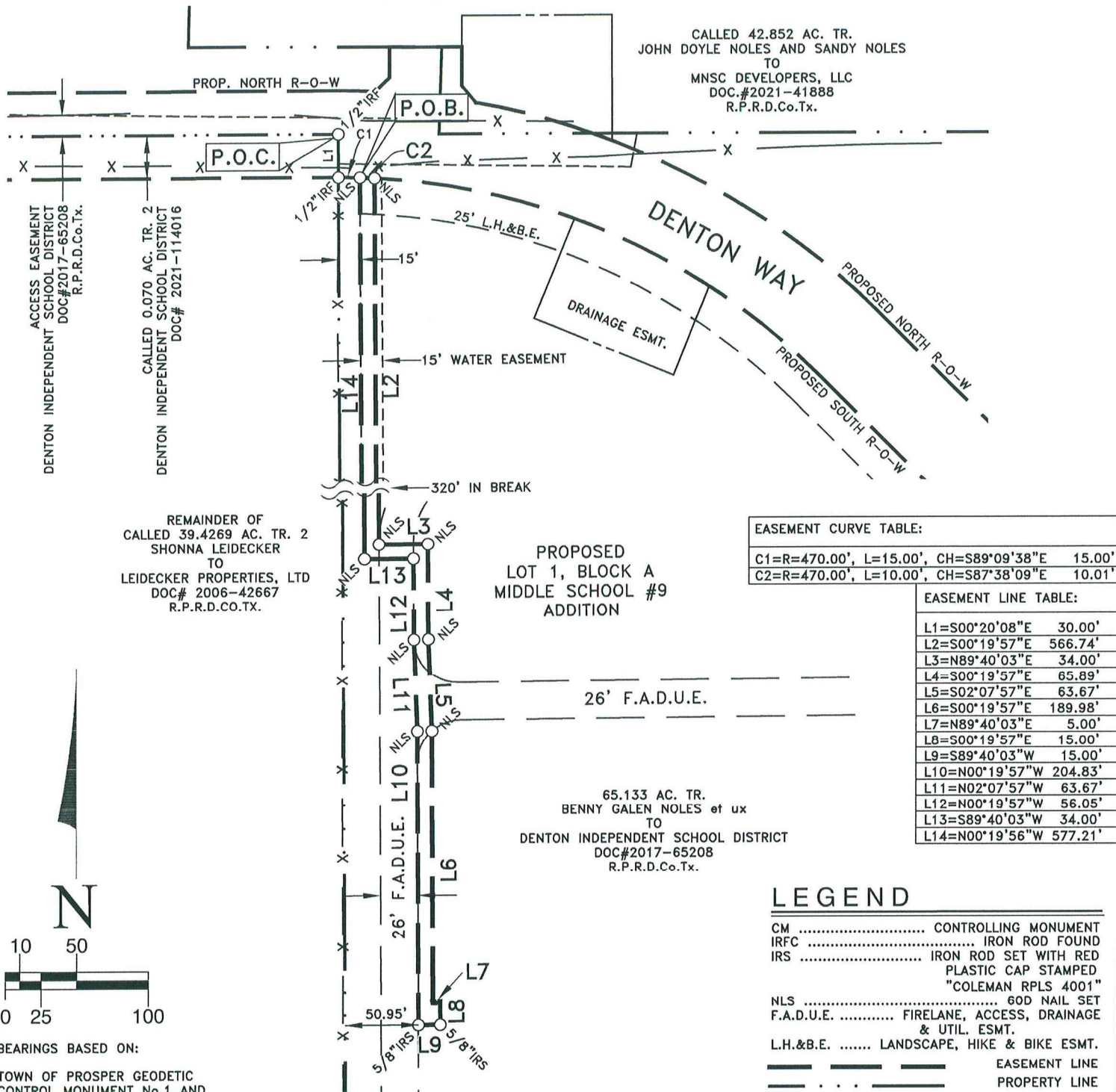
THENCE Southerly across the 65.133 acre tract and Lot 1 the following eight calls:

1. South 00 degrees 19 Minutes 57 Seconds East a distance of 566.74 feet to a NLS;
2. North 89 Degrees 40 Minutes 03 Seconds East a distance of 34.00 feet to a NLS;
3. South 00 Degrees 19 Minutes 57 Seconds East a distance of 65.89 feet to a NLS;
4. South 02 Degrees 07 Minutes 57 Seconds East a distance of 63.67 feet to a NLS;
5. South 00 degrees 19 Minutes 57 Seconds East a distance of 189.98 feet to a NLS;
6. North 89 Degrees 40 Minutes 03 Seconds East a distance of 5.00 feet to a NLS;
7. South 00 degrees 19 Minutes 57 Seconds East a distance of 15.00 feet to a 5/8 inch iron rod with a red plastic cap stamped "COLEMAN RPLS 4001" set for the Southeast corner of the herein described easement;
8. South 89 Degrees 40 Minutes 03 Seconds West a distance of 15.00 feet to a 5/8 inch iron rod with a red plastic cap stamped "COLEMAN RPLS 4001" set for for the Southwest corner of the herein described easement;

THENCE Northerly across the 65.133 acre tract and Lot 1 the following five calls:

1. North 00 Degrees 19 Minutes 57 Seconds West a distance of 204.83 feet to a NLS;
2. North 02 Degrees 07 Minutes 57 Seconds West a distance of 63.67 feet to a NLS;
3. North 00 Degrees 19 Minutes 57 Seconds West a distance of 56.05 feet to a NLS;
4. South 89 Degrees 40 Minutes 03 Seconds West a distance of 34.00 feet to a NLS;
5. North 00 Degrees 19 Minutes 56 Seconds West a distance of 577.21 feet to the PLACE OF BEGINNING and enclosing 0.216 of an acre of land.





BEARINGS BASED ON:
TOWN OF PROSPER GEODETIC CONTROL MONUMENT No.1 AND MONUMENT No.2

EASEMENT CURVE TABLE:			
C1=R=470.00'	L=15.00'	CH=S89°09'38"E	15.00'
C2=R=470.00'	L=10.00'	CH=S87°38'09"E	10.01'

EASEMENT LINE TABLE:	
L1=S00°20'08"E	30.00'
L2=S00°19'57"E	566.74'
L3=N89°40'03"E	34.00'
L4=S00°19'57"E	65.89'
L5=S02°07'57"E	63.67'
L6=S00°19'57"E	189.98'
L7=N89°40'03"E	5.00'
L8=S00°19'57"E	15.00'
L9=S89°40'03"W	15.00'
L10=N00°19'57"W	204.83'
L11=N02°07'57"W	63.67'
L12=N00°19'57"W	56.05'
L13=S89°40'03"W	34.00'
L14=N00°19'56"W	577.21'

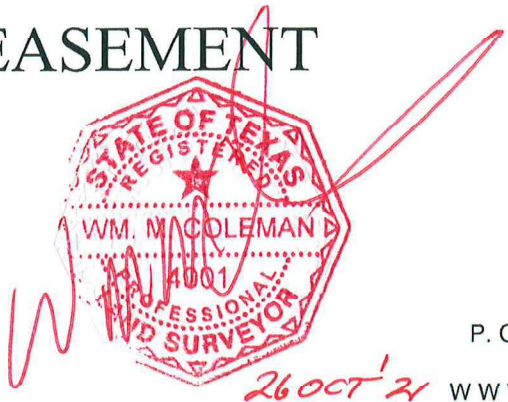
LEGEND	
CM	CONTROLLING MONUMENT
IRFC	IRON ROD FOUND
IRS	IRON ROD SET WITH RED PLASTIC CAP STAMPED "COLEMAN RPLS 4001"
NLS	60D NAIL SET
F.A.D.U.E.	FIRELANE, ACCESS, DRAINAGE & UTIL. ESMT.
L.H.&B.E.	LANDSCAPE, HIKE & BIKE ESMT.
---	EASEMENT LINE
---	PROPERTY LINE

10-FT. COSERV EASEMENT

0.216 OF AN ACRE
IN THE J. MORTON SY. A-793

CITY OF PROSPER
DENTON COUNTY, TEXAS

DRAWN: MGD JOB #: 2096
CHECKED: WMC DATE: 03-01-21
REVISED: SCALE: 1"=60'



Coleman & Assoc. Land Surveying

P. O. BOX 686 · DENTON, TEXAS 76202
PH(940)565-8215, FAX (940)565-9800,
WWW.COLEMANSURVEYING.COM
REGISTRATION # 10095100
©2021 COLEMAN & ASSOC. LAND SURVEYING

Z:\000-209917-1061 J MORTON SY A-11 (DSD)PROSPER SCHOOL SITE\CALSON209-SURFACELng_10/26/21 8:21:12 AM