

**After Recording, Return to:**

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

<b><u>For CoServ Use Only:</u></b>	
MAP GRID: _____	
WO NO.: _____	SO NO.: _____
EASEMENT NO.: _____	

**ELECTRIC LINE EASEMENT**

**STATE OF TEXAS**

§

**KNOW ALL MEN BY THESE PRESENTS:**

§

**COUNTY OF DENTON**

§

EFFECTIVE DATE: \_\_\_\_\_, 2016.

GRANTOR: CITY OF FRISCO, TEXAS

GRANTOR'S MAILING ADDRESS (including county):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Facsimile: \_\_\_\_\_

Attention: \_\_\_\_\_

GRANTEE: DENTON COUNTY ELECTRIC COOPERATIVE, INC., d/b/a COSERV ELECTRIC  
7701 South Stemmons  
Corinth, Denton County, Texas 76210  
Facsimile: (940) 270-7600  
Attention: Senior Vice President – Energy Services

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, poles, towers, 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, anchorages 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 in, upon, and across the EASEMENT PROPERTY, together with all and singular the rights, privileges and appurtenances thereto in any wise belonging, to have and hold it to GRANTEE and GRANTEE's successors and assigns forever (the foregoing being hereinafter collectively referred to as the "EASEMENT").

PURPOSE: The EASEMENT 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, and to undertake the same for any of the other joint uses authorized herein. The PURPOSE shall also include use of the EASEMENT 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 use such portions of the property along and adjacent to the EASEMENT PROPERTY 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; provided, however, that no portion of the PROJECT shall be installed outside of 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. GRANTEE shall have the right to use such portions of the property along and adjacent to the EASEMENT PROPERTY as may be reasonably necessary in connection with the construction, reconstruction, repair or other PURPOSE stated above relating to the PROJECT(s), or any part thereof.

**TERM:** The EASEMENT 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 for a continuous period of 5 years. In the event the EASEMENT is so abandoned, GRANTOR may provide to GRANTEE a written request that GRANTEE remove, at GRANTEE's sole cost and expense, the PROJECT from the EASEMENT PROPERTY. Any portion of the PROJECT not removed from the EASEMENT PROPERTY within ninety (90) days after GRANTEE's receipt of such written request 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:**

(a) GRANTEE shall have the right to cut, trim, chemically treat with herbicides, and/or remove trees, shrubs, bushes, brush and vegetation located within or overhanging the EASEMENT PROPERTY to realize the PURPOSE herein stated.

(b) GRANTEE shall also have the right to cut, trim, chemically treat with herbicides, and/or remove trees, shrubs, bushes, brush and vegetation located on GRANTOR's adjacent property but not overhanging the EASEMENT PROPERTY to the extent consistent with GRANTEE's standard vegetation control practices; provided, however, that GRANTEE shall use reasonable efforts to minimize the trimming and/or removal of such trees, shrubs, bushes, brush and vegetation.

**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, irrigation equipment 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 contained in this instrument and any damages to the EASEMENT PROPERTY arising out of GRANTEE's lawful exercise of any PURPOSE to the extent that such damages do not result or arise out of any intentionally wrongful, negligent or grossly negligent act or omission of GRANTEE. GRANTEE shall not be liable for damages caused by keeping the EASEMENT PROPERTY clear of trees, undergrowth, brush, and obstructions, save and except any of GRANTEE's payment obligations under the "STRUCTURES" paragraph above and save and except for any damages caused by, resulting from or arising out of any intentionally wrongful, negligent or grossly negligent act or omission of GRANTEE. Notwithstanding the foregoing, GRANTEE shall repair and/or restore the surface of the EASEMENT PROPERTY and 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 and 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 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, but subject to GRANTEE's repair obligations under the "DAMAGES" paragraph above.

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.

NOTICE: Any notice under this instrument is to be in writing and shall be delivered by (a) United States certified first class mail, postage prepaid, return receipt requested, (b) personal delivery, (c) facsimile with printed confirmation; or (d) nationally recognized overnight carrier, to the appropriate party using the respective addresses set forth above or such other address as a party may specify to the other party by notice given in accordance with this paragraph. Notice will be deemed given forty-eight (48) hours after deposit into the United States Mail if sent by certified mail; when received if delivered personally or by facsimile; or twenty-four (24) hours after deposit if sent by nationally recognized overnight carrier.

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.

*{Remainder of page intentionally left blank.}*

EXECUTED as of the EFFECTIVE DATE.

**GRANTOR:**

**CITY OF FRISCO, TEXAS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**GRANTEE:**

**DENTON COUNTY ELECTRIC COOPERATIVE, INC.,  
d/b/a COSERV ELECTRIC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE STATE OF TEXAS                    §  
  §  
COUNTY OF \_\_\_\_\_               §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2016,  
by \_\_\_\_\_,  
of the City of Frisco, Texas, a municipality organized under the laws of the State of Texas, on behalf of said municipality.

\_\_\_\_\_  
NOTARY PUBLIC

THE STATE OF TEXAS                    §  
  §  
COUNTY OF DENTON                   §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2016,  
by \_\_\_\_\_,  
of Denton County Electric Cooperative, Inc., d/b/a CoServ Electric, a Texas electric cooperative corporation, on behalf of said corporation.

\_\_\_\_\_  
NOTARY PUBLIC

**10' COSERV EASEMENT  
EXHIBIT "A"**

BEING a 10' wide COSERV easement situated in the David Lawhorn Survey, Abstract No. 727, City of Frisco, Denton County, Texas, and being in a tract of land conveyed to the City of Frisco as recorded in County Clerks File No. 2009-18560 in the real property records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at point in the south line of Stonebrook Parkway (a 126' R.O.W. at this point), said point being S89°14'45"W, 8.00 feet from a ½" capped iron rod found at the northwest corner of Lot 1, Block A, Pearson Middle School, an addition to the City of Frisco as recorded in Document No. 2015-232 in the plat records of Denton County, Texas;

THENCE S00°55'15"E, leaving Stonebrook Parkway, a distance of 510.93 to a point;

THENCE N89°04'45"E, a distance of 8.00 to a point in the west line of the aforementioned Pearson Middle School Addition;

THENCE S00°55'15"E, with the west line of said Pearson Middle School Addition, a distance of 15.00 to a point;

THENCE S89°04'45"W, leaving the west line of said Pearson Middle School Addition, a distance of 18.00 feet to a point;

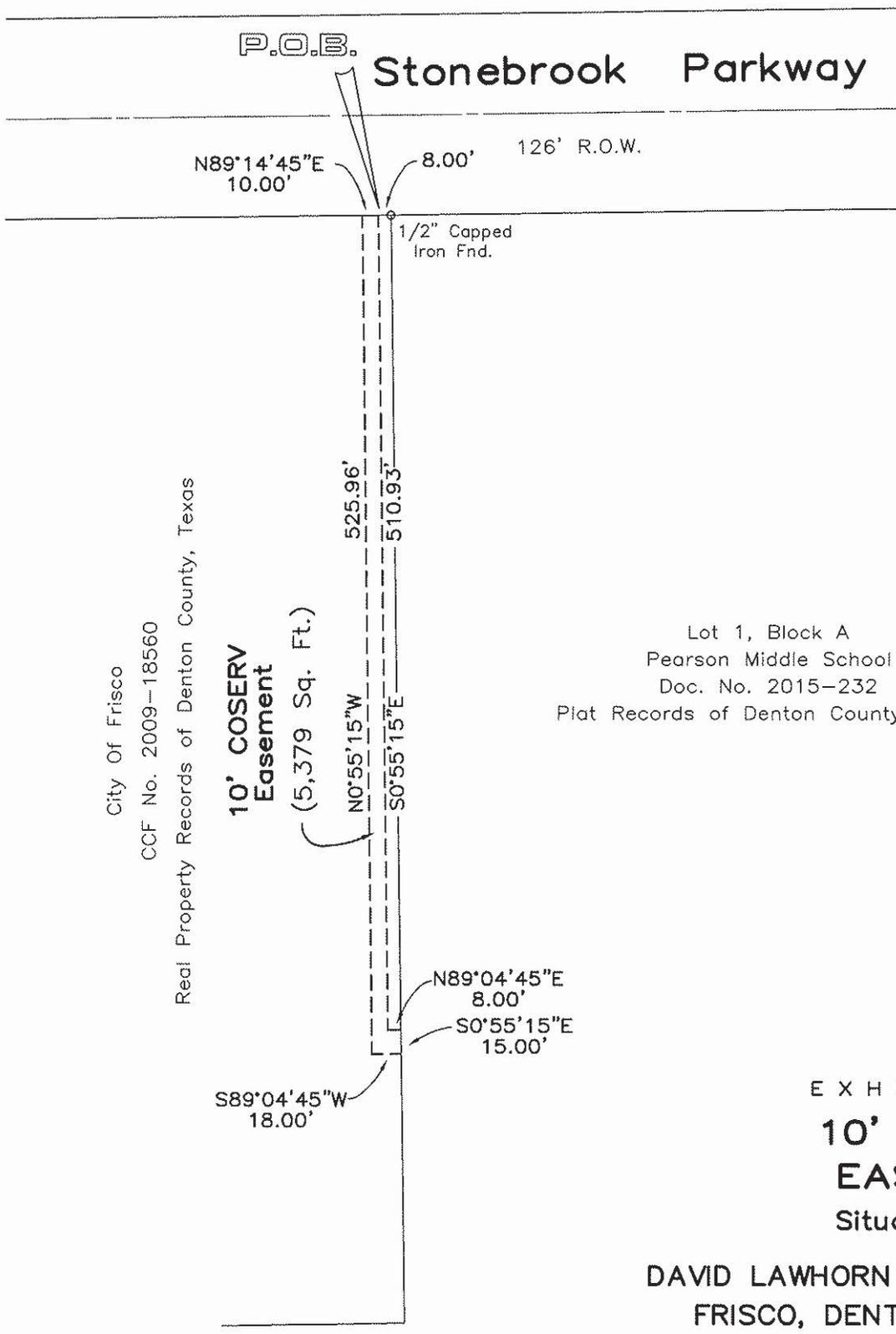
THENCE N00°55'15"W, a distance of 525.96 feet to a point in the aforementioned south line of Stonebrook Parkway;

THENCE N89°14'45"E, with the south line of Stonebrook Parkway, a distance of 10.00 feet to the POINT OF BEGINNING and CONTAINING 5,379 square feet of land;

*Mackie Klingbeil*

Mackie Klingbeil  
R.P.L.S. No. 3957





City Of Frisco  
 CCF No. 2009-18560  
 Real Property Records of Denton County, Texas

**10' COSERV Easement**  
 (5,379 Sq. Ft.)

Lot 1, Block A  
 Pearson Middle School  
 Doc. No. 2015-232  
 Plat Records of Denton County, Texas

EXHIBIT "A"  
**10' COSERV EASEMENT**  
 Situated In The  
**DAVID LAWHORN SURVEY ~ ABST. 727**  
**FRISCO, DENTON COUNTY, TEXAS**

Surveyor  
 RLK Engineering, Inc.  
 111 West Main Street  
 Allen, Texas 75013  
 Telephone 972 359-1733

**BASIS OF BEARINGS:**

The bearings are based on the Conveyance Plat of Timber Ridge Plaza, as recorded in Cabinet W, Page 660, Plat Records of Denton County, Texas.