

"NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS' LICENSE NUMBER."

FIBER OPTIC LINE EASEMENT

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

KNOW ALL MEN BY THESE PRESENTS:

THAT, ELM RIDGE WATER CONTROL AND IMPROVEMENT DISTRICT OF DENTON COUNTY (hereinafter called "Grantor," whether one or more), for the sum of Ten Dollars (\$10.00) and the granting of a water line easement to Elm Ridge Water Control and Improvement District of Denton County, and other good and valuable consideration paid by the **DENTON INDEPENDENT SCHOOL DISTRICT** (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged by Grantor, does hereby GRANT, SELL AND CONVEY unto Grantee, its successors and assigns, a fiber optic line easement under and across that property situated in Denton County, Texas described and depicted on **Exhibit "A"** attached hereto and incorporated herein for all purposes (the "Easement Property") for the Easement Purpose (as hereinafter defined), together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"). The said Easement may be used for the purpose of constructing, installing, improving, operating, using, inspecting, repairing, perpetually maintaining, reconstructing, replacing, relocating and removing a fiber optic line and all necessary appurtenances thereto (the "Facilities") in, over, across, through, and under the Easement Property (the "Easement Purpose"). Grantee, its officers, employees, agents, representatives, contractors, subcontractors, licensees, successors and assigns shall at all times have the right and privilege to access the Easement Property for the Easement Purpose.

1. Grantee has, together with the Easement and for the consideration set forth herein, the right of ingress and egress upon, over and across as much of Grantor's adjacent lands, as well as land Grantor has subsequently sold to other Owners, as may be reasonably

necessary for the purpose of constructing, installing, improving, operating, using, inspecting, repairing, maintaining, reconstructing, replacing, relocating, and removing such fiber optic line and all appurtenances, facilities, equipment and attachments thereto; the right to prevent possible interference with the operation of said fiber optic line and to remove possible hazards thereto; and the right to prevent the construction within the Easement Property of any building, structure or other obstruction or encroachment which may endanger or interfere with the efficiency, safety and convenient operation of said fiber optic line and the appurtenances, facilities, equipment and attachments thereto.

2. The right is hereby reserved to Grantor, its successors and assigns, to use the Easement Property to landscape and build and construct fences, sidewalks, driveways, and parking lots over or across the Easement. Grantor agrees, for the consideration set forth herein, not to construct or place within the Easement Property any buildings, structures, property, or other improvements of any nature whatsoever, or otherwise interfere with the Easement, without the prior written consent of Grantee. Grantee has the right to eliminate any encroachments into the Easement Property not permitted herein, or that Grantee has not consented to. Grantee acknowledges that any improvements existing at the time of the execution of this Easement document do not interfere in any manner with the Easement or constitute an encroachment and Grantee consents to such existing improvements. As part of the grant hereby made, it is agreed between the parties hereto that any stone, earth, gravel, or caliche which may be excavated in the opening, construction, or maintenance of said easement may be removed from the Easement Property by Grantee. Grantee shall not be held liable for any damages of any nature resulting from the failure of any improvements erected or installed by Grantor within the Easement Property, and **Grantor hereby agrees to hold harmless Grantee from any such damages, and injuries.**
3. In the event that either Grantor or Grantee determines that constructing, installing, improving, repairing, maintaining, reconstructing, replacing, relocating, or removing their respective utility line, and all appurtenances, facilities, equipment and attachments thereto is necessary such determination shall be made known to the other Party to ensure that maximum caution is taken during such operation and no harm or damage is caused to the other Party's utility line.
4. The Easement and the rights and privileges herein granted are and shall be perpetual, irrevocable to Grantee, its successors and assigns. Grantee, subject to prior notification to Grantor, may assign, transfer, or otherwise convey this Easement in whole or in part.

5. Grantor represents and warrants to Grantee that Grantor is the dedicatee of the Easement Property. Grantor warrants that there are no liens, attachments, or other encumbrances that affect the title or right of Grantor to convey this Easement to Grantee for the purposes described herein except for those with a signature and acknowledgment included in and made a part of this document conveying the rights and privileges contained herein, and subordinating any such lien or encumbrance to the Easement granted herein.
6. This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference and will be obtainable only by the parties to or those benefited by this instrument; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law, in equity, or otherwise. This instrument will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.
7. Grantee will at all times after doing any work in connection with the construction, operation, maintenance or repair of such fiber optic line, restore the surface of the Easement Property as close to the condition in which it was found before such work was undertaken as is reasonably practicable, including existing trees, shrubs and structures that were removed as a result of such work. Grantee shall restore, in as close to the condition in which it was found before such work was undertaken as is reasonably practicable, any sidewalk, trails, driveways, trees, shrubs, irrigation, or berms installed by the Grantor.

TO HAVE AND TO HOLD the Easement, together with all and singular the rights, privileges and appurtenances thereto in anywise belonging to Grantee and Grantee's successors, and assigns forever. Grantor does hereby bind Grantor and Grantor's heirs, successors and assigns to WARRANT AND FOREVER DEFEND the title to the Easement or any part of the Easement and in Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement.

[SIGNATURES TO FOLLOW ON NEXT PAGES]

IN WITNESS WHEREOF, this instrument is executed this ____ day of _____, 2026.

GRANTOR:

**ELM RIDGE WATER CONTROL AND
IMPROVEMENT DISTRICT OF DENTON
COUNTY**

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

COUNTY OF DENTON §

BEFORE ME, the undersigned authority on this day personally appeared _____, who was proved to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and easement of Elm Ridge Water Control and Improvement District, for the purposes and consideration therein expressed and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2026.

Notary Public, State of Texas

Notary's Printed Name: _____

My Commission Expires: _____

ACCEPTED AND APPROVED:

GRANTEE:

**DENTON INDEPENDENT SCHOOL
DISTRICT**

Signature: _____

Title: Board President

Date Signed: July 28, 2026

STATE OF TEXAS §

COUNTY OF DENTON §

BEFORE ME, the undersigned authority on this day personally appeared Barbara K. Burns who is known to me, and in their capacity as President of the Board of Trustees of the Denton Independent School District, acknowledged that signed the foregoing instrument for and as the act and granting of an easement by the Denton Independent School District, as owner thereof, and for the purposes and consideration therein expressed and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 28th day of July, 2026.

Notary Public, State of Texas

Notary's Printed Name: _____

My Commission Expires: _____