

Denton County
Cynthia Mitchell
County Clerk
Denton, Tx 76202



70 2011 00071752

Instrument Number: 2011-71752

As

Easement

Recorded On: August 03, 2011

Parties: SADDLE OAKS HOA

To

Billable Pages: 6

Number of Pages: 6

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Easement	31.00
Total Recording:	31.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2011-71752

Receipt Number: 815518

Recorded Date/Time: August 03, 2011 10:14:44A

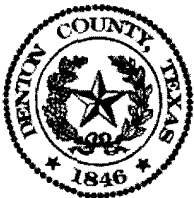
User / Station: D Kitzmiller - Cash Station 2

Record and Return To:

MILLER & HANEY LLP

C/O 7701 SOUTH STEMMONS

CORINTH TX 76210



THE STATE OF TEXAS }
COUNTY OF DENTON }

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

C Mitchell

County Clerk
Denton County, Texas

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.: _____ SO NO.: _____
EASEMENT NO.: _____

NATURAL GAS DISTRIBUTION SYSTEM EASEMENT AND RIGHT-OF-WAY

STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DENTON

EFFECTIVE DATE: 7-27-, 2011.

GRANTOR: Saddle Oaks Homeowners Association, a Texas nonprofit corporation.

GRANTOR'S MAILING ADDRESS (including county):

4508 PACE R WAY
FLOWER MOUND, TX 75028
DENTON COUNTY

GRANTEE: COSERV GAS, LTD.
7701 South Stemmons
Corinth, Denton County, Texas 76210

CONSIDERATION: The provision of natural gas 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 natural gas distribution system(s) and/or pipeline(s), consisting of a variable number and sizes of pipelines, pipes, tubes, laterals, mains, service and yard lines, measurement facilities, regulation equipment, meters, regulators, valves, other fittings, and all necessary or desirable appurtenances, appliances, facilities and equipment (including but not limited to supporting structures, 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 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. GRANTOR also grants to GRANTEE the right and authority to license, permit or otherwise agree to the joint use or occupancy of the EASEMENT PROPERTY, PROJECT, line system, or facilities by any other person or entity for the purposes of electrification, telephone, telegraph, television, natural gas or other similar purposes.

PURPOSE: The EASEMENT, right-of-way, rights, and privileges herein granted shall be used for the purpose of providing natural gas 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, right-of-way, rights and privileges granted herein for (a) 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, and (b) any use by GRANTEE's licensees or permittees for electrification, telephone, telegraph, television, natural gas or other similar purposes. GRANTEE shall have the right to place temporary equipment, including above ground padmounted equipment, 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 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.

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 and right-of-way 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, 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. Upon the request of GRANTEE, GRANTOR promptly shall remove from the EASEMENT PROPERTY any structure, improvement, or obstruction at no cost to GRANTEE. Additionally, GRANTEE shall have the right to remove from the EASEMENT PROPERTY any structure, improvement, or obstruction and GRANTOR agrees to pay GRANTEE the reasonable cost of such removal.

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 pipelines, pipes, tubes, laterals, mains, service and yard lines, measurement facilities, regulation equipment, meters, regulators, valves, other fittings, and all necessary or desirable 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: 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.

WARRANTY: GRANTOR warrants and shall forever defend the EASEMENT to GRANTEE against anyone lawfully claiming or to claim the EASEMENT or any part thereof.

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EXECUTED as of the EFFECTIVE DATE.

GRANTOR:

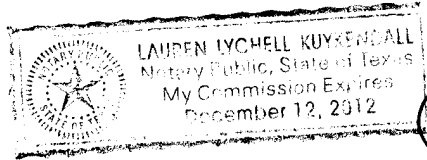
SADDLE OAKS HOMEOWNERS ASSOCIATION

By: Wayne Edgerton
Name: WAYNE EDGERTON
Title: V. PRESIDENT

THE STATE OF TEXAS §
 §
COUNTY OF Denton §

This instrument was acknowledged before me on this 27th day of July, 2011, by

of Saddle Oaks Homeowners Association, a Texas nonprofit corporation, on behalf of said corporation.



Lauren Lynell Kuykendall
NOTARY PUBLIC

EXHIBIT 'A'
PAGE 1 OF 2

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE JOHN W. MALONE SURVEY ABSTRACT 857 AND BEING A PART OF LOT 23X, BLOCK 3, SADDLE OAKS ADDITION, AN ADDITION TO THE TOWN OF FLOWER MOUND, TEXAS, AS SHOWN BY THE PLAT THEREOF RECORDED IN CABINET R, PAGE 2, PLAT RECORDS OF DENTON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON PIN FOUND IN THE NORTH RIGHT-OF-WAY OF F.M. ROAD 1171 AT THE SOUTHWEST CORNER OF LOT 23X, BLOCK 3, SADDLE OAKS ADDITION AND BEING IN THE EAST LINE OF LOT 1, BLOCK A, STUCKI ADDITION, RECORDED IN CABINET W, PAGE 124 PLAT RECORDS OF DENTON COUNTY, TEXAS:

THENCE NORTH 01 DEGREES 18 MINUTES 12 SECONDS WEST WITH THE WEST LINE OF SAID LOT 23X AND THE EAST LINE OF SAID LOT 1, BLOCK A, STUCKI ADDITION, A DISTANCE OF 65.93 FEET TO A 1/2 INCH IRON PIN FOUND AT THE NORTHWEST CORNER OF SAID LOT 23X AND THE SOUTHWEST CORNER OF LOT 1, BLOCK 3, SADDLE OAKS ADDITION:

THENCE SOUTH 50 DEGREES 37 MINUTES 23 SECONDS EAST WITH THE NORTH LINE OF SAID LOT 23X AND THE SOUTH LINE OF SAID LOT 1, BLOCK 3, SADDLE OAKS ADDITION, A DISTANCE OF 21.54 FEET TO A 1/2 INCH IRON PIN SET WITH A YELLOW PLASTIC CAP STAMPED METROPLEX 1849 FOR CORNER:

THENCE SOUTH 39 DEGREES 22 MINUTES 37 SECONDS WEST A DISTANCE OF 9.72 FEET TO A 1/2 INCH IRON PIN SET WITH A YELLOW PLASTIC CAP STAMPED METROPLEX 1849 FOR CORNER:

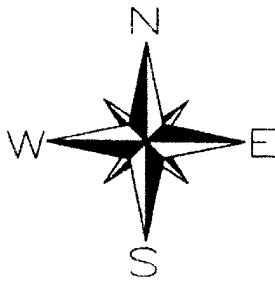
THENCE SOUTH 01 DEGREES 18 MINUTES 12 SECONDS EAST A DISTANCE OF 53.12 FEET TO A 1/2 INCH IRON PIN SET WITH A YELLOW PLASTIC CAP STAMPED METROPLEX 1849 FOR CORNER IN THE NORTH RIGHT-OF-WAY OF F.M. ROAD 1171.

THENCE NORTH 50 DEGREES 37 MINUTES 23 SECONDS WEST WITH THE NORTH RIGHT-OF-WAY OF F.M. ROAD 1171, A DISTANCE OF 13.19 FEET TO THE POINT OF BEGINNING AND CONTAINING IN ALL 0.016 ACRE OF LAND.



EXHIBIT 'A'

PAGE 2 OF 2



LOT 1, BLOCK A
STUCKI ADDITION
CABINET W, PAGE 124
PR

LOT 1, BLOCK 3
SADDLE OAKS ADDITION
CABINET R, PAGE 2
PR

LOT 23X, BLOCK 3
SADDLE OAKS ADDITION
CABINET R, PAGE 2
PR

N 50°37'23" W
13.19'

FOUND 1/2" IRON PIN

FOUND 1/2" IRON PIN

10' UTILITY EASEMENT

10' UTILITY EASEMENT

10' UTILITY EASEMENT

N 01°18'12" W 65.93'

0.016 ACRES

SET 1/2" IRON PIN

SET 1/2" IRON PIN

S 50°37'23" E

21.54'

SET 1/2" IRON PIN

S 39°22'37" W
9.72'

SET 1/2" IRON PIN

F.M. 1171
(CROSS TIMBERS ROAD)

0 20 40 60



SCALE IN FEET



Metroplex Surveying, Inc.

940-387-0506 223 W. HICKORY, DENTON, TEXAS 76201 info@metroplexsurveying.com

DWN.	JRH	CKD.	GWH	SCALE 1"=20'	DATE 04/27/11	JOB NO. 36669
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