

**Exhibit A**

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**ELECTRIC UTILITY EASEMENT**

<b>THE STATE OF TEXAS</b>	§	
	§	<b>KNOW ALL MEN BY THESE PRESENTS:</b>
<b>COUNTY OF DENTON</b>	§	

THAT, **Timber Links Apartments, LLC**, a Delaware limited liability company (the “**GRANTOR**”), for and in consideration of Ten Dollars (\$10.00), and other good and valuable consideration, to GRANTOR in hand paid by the CITY OF DENTON, a Texas home rule municipal corporation, which is located in Denton County, Texas, and whose mailing address is 215 E. McKinney, Denton, Texas 76201 (“**GRANTEE**”) has granted, sold, and conveyed and by these presents does grant, sell and convey unto the GRANTEE perpetual, exclusive and unobstructed easements and rights of way (collectively, the “**EASEMENT**”) for the purposes of erecting, operating, maintaining and servicing thereon one or more underground and/or above ground electric transmission and electric distribution power and/or communication lines, not to exceed 138-kv, each consisting of a variable number of wires and cables, along with all necessary, convenient or desirable appurtenances, attachments and supporting structures, including without limitation, foundations, guy wires and guy anchorages, and structural components (collectively referred to herein as the “**FACILITIES**”), in, on, over, under and across that certain real property situated in Denton County, Texas, being approximately 2.168 acres and being more particularly described in Exhibit “**A**” and illustrated in Exhibit “**B**” attached hereto and incorporated into this document by reference (the “**EASEMENT PROPERTY**”).

GRANTEE shall have the right of ingress, egress and regress in, on, over, under and across the EASEMENT PROPERTY for the purposes of and right to construct, maintain, operate, improve,

reconstruct, reduce the size and capacity, repair, relocate, inspect, patrol, maintain, remove or replace such FACILITIES within the EASEMENT PROPERTY as GRANTEE may from time to time find necessary, convenient or desirable, along with all rights necessary or convenient for full use and enjoyment of the above grant. GRANTEE shall have the right, at GRANTEE'S sole cost and expense, to trim or remove trees or shrubbery within said EASEMENT PROPERTY, to the extent, in the sole judgment of GRANTEE, necessary or desirable to prevent possible interference with the efficiency, safety and/or convenient operation of the FACILITIES or to remove possible efficiency, safety or operational hazards thereto. GRANTEE may further, at GRANTEE'S sole cost and expense, install gates in existing fences within such EASEMENT PROPERTY. GRANTOR shall not make changes in grade, elevation or contour of the EASEMENT PROPERTY or impound water within, over and/or across the EASEMENT PROPERTY without prior written consent of GRANTEE. In the event the surface of any of the EASEMENT PROPERTY is disturbed by Grantee's exercise of any of its easement rights under this agreement, such area shall be restored, as is reasonably practicable, to the condition in which it existed at the commencement of said activities.

GRANTOR, for itself, its successors and assigns, subject to the terms herein and detailed below, expressly reserves the right to occupy and use the EASEMENT PROPERTY for all other purposes that will not interfere with the GRANTEE'S full enjoyment of the EASEMENT and/or the exercise of GRANTEE's rights hereunder. GRANTOR shall not construct, and GRANTEE shall have the right to prevent the construction of buildings, structures, signs, or other obstructions of any kind ("UNPERMITTED STRUCTURES") on the EASEMENT PROPERTY. If any UNPERMITTED STRUCTURES are hereafter constructed or permitted by GRANTOR to exist within the EASEMENT PROPERTY without prior written consent of GRANTEE, then GRANTEE shall have the right to remove the same and GRANTOR agrees to pay to GRANTEE the reasonable actual costs of such removal. GRANTOR may, following written consent by GRANTEE, construct buildings, structures,

or other facilities within the EASEMENT PROPERTY, where GRANTEE determines, in its sole discretion, such construction will not interfere with the safety or operation of the FACILITIES.

GRANTEE acknowledges the EASEMENT granted herein is non-exclusive, subject to the rights herein granted. However, GRANTOR agrees not to assign further easement rights within the EASEMENT PROPERTY to any other utility providers without the prior, written consent of GRANTEE. Upon written consent of GRANTEE, such consent to be exercised at the sole discretion of GRANTEE, other utility providers may be permitted by GRANTEE under separate grant from GRANTOR to construct, operate, maintain, repair, replace and remove their respective utilities in, on, over, under, and across the EASEMENT PROPERTY perpendicularly or as otherwise may be permitted by GRANTEE in writing. Nothing herein shall be construed to require GRANTEE to allow such use or grant, and such use or grant shall be at the sole and absolute discretion of GRANTEE.

The EASEMENT shall constitute a covenant running with the land and shall bind and inure to the benefit of GRANTOR and GRANTEE, and their respective successors and assigns.

TO HAVE AND TO HOLD the above EASEMENT unto GRANTEE, its successors and assigns, forever, and GRANTOR hereby warrants and forever agrees to defend the above described EASEMENT unto GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part hereof, by, through, or under GRANTOR, and not otherwise.

WITNESS THE EXECUTION HEREOF on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**GRANTOR:**  
**TIMBER LINKS APARTMENTS, LLC,**  
a Delaware limited liability company

By: The Bascom Group, LLC  
its Governing Person

By: \_\_\_\_\_  
Jerome A. Fink,  
Director and Member

THE STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2017, by **Jerome A. Fink** as Director and Member of The Bascom Group, LLC, the Governing Person of **TIMBER LINKS APARTMENTS, LLC**, a Delaware limited liability company, and acknowledged to me that his signature is the act of the said company and that he executed the same on behalf of the said company and in the capacity therein stated.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**AFTER RECORDING RETURN TO:**  
City of Denton – Engineering Department  
Real Estate and Capital Support  
901-A Texas Street, 2<sup>nd</sup> Floor  
Denton, Texas 76209  
Attn: Paul Williamson