

GENERAL RELEASE AND SETTLEMENT AGREEMENT

("AGREEMENT")

1. **Parties.** The parties (the "Parties" herein) to this Agreement are THE CITY OF DENTON, TEXAS, a Texas home rule municipality ("DENTON" herein) and TIMBER LINKS APARTMENTS, LLC ("TIMBER LINKS" herein).

2. **Recitals.**

WHEREAS, DENTON filed suit against TIMBER LINKS under Cause No. PR-2017-00009, In the Probate Court of Denton County, Texas (the "Lawsuit" herein), as an action to condemn an easement to construct an electric transmission line described in Exhibit A attached hereto (hereinafter, "the Property"). DENTON took the matter to hearing before three court appointed special commissioners who rendered an award in the amount of NINETY-THREE THOUSAND SIXTY and NO/100s DOLLARS (\$93,060.00). TIMBER LINKS duly and timely filed an objection and exception to the *Award of Special Commissioners* and caused all parties to be cited accordingly.

NOW THEREFORE, the Parties, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, to avoid protracted and the uncertainty of vexatious litigation and in order to resolve and settle finally, fully and completely all claims and matters of dispute that now or may exist between them arising out of or relating to the facts in the Lawsuit, agree as follows:

3. **Release of Claims.** In consideration of the payments and promises contained in this Agreement, DENTON releases and discharges TIMBER LINKS from any and all claims, demands or suits, whether civil or criminal, at law or in equity, known or unknown, fixed or contingent, liquidated or unliquidated, whether or not asserted, arising

or existing on or at any time prior to the effective date of this Agreement arising out of or relating to the facts in the Lawsuit. This release includes, but is not limited to, all claims by DENTON against TIMBER LINKS arising out of or relating to the facts in the Lawsuit.

Likewise, in consideration of the promises contained in this Agreement, TIMBER LINKS releases and discharges DENTON from any and all claims, demands or suits, whether civil or criminal, at law or in equity, known or unknown, fixed or contingent, liquidated or unliquidated, whether or not asserted, arising or existing on or at any time prior to the effective date of this Agreement arising out of or relating to the facts in the Lawsuit. This release includes, but is not limited to, all claims by TIMBER LINKS against DENTON arising out of or relating to the facts in the Lawsuit. Obligations of the Parties pursuant to the Easement Purchase Agreement and Electric Utility Easement attached to this Agreement as Exhibit "A" shall survive the closing of this transaction.

The releases set forth above shall extend and inure to the benefit of all attorneys representing the Parties in this cause.

4. **No Admission of Liability.** This Agreement shall not in any way be construed as an admission of any allegation of liability or facts of wrongdoing, breach of contract or violation of any statute, law or legal right. Rather, the Parties all specifically deny and disclaim that they have any liability for any of the acts and claims against each other, but the Parties are willing to make the promises and covenants described herein above at this time to definitively resolve once and forever this matter and avoid the costs, expense, and delay of litigation.

5. **Knowing, Voluntary Agreement.** The Parties represent and agree that they have thoroughly discussed all aspects of this Agreement and the effect of same with their respective attorneys, that they have had a reasonable time to review the Agreement, that they fully understand all the provisions and ramifications of the Agreement and are voluntarily entering into this Agreement.

6. **No Assignment of Claims/Indemnity.** The Parties mutually represent that they have not transferred or assigned, to any person or entity, any claims herein released including any claims arising out of the facts of the Lawsuit or any portion thereof, or interest therein, and that they are the sole owner of the claims that they herein released. Should any third party raise claims by, through, or under any party herein, or should any party assist a third party in raising any claims, the party against whom such claims were raised shall be indemnified by the other to the fullest extent by law, both as to damages and defense.

7. **Special Terms and Conditions as Consideration of this Agreement.**

(A) DENTON (or its, successors and assigns) shall:

- (1) Pay to TIMBER LINKS, the sum of ONE HUNDRED THIRTY THOUSAND and NO/100s DOLLARS (\$130,000.00) at the closing specified in the terms of the Easement Purchase Agreement attached herein as Exhibit "A";
- (2) Complete the construction of its new transmission and distribution power lines and other facilities described in the attached Exhibit "A" on the property described in the attached Exhibit "A" no later than December 31, 2018;

- (3) Take no longer than 120 days to complete the construction of its new facilities described in the attached Exhibit "A" from the start of construction;
 - (4) Provide 48 hours' notice to TIMBER LINKS, or its designated representative, before entering the property described in Exhibit "A" to begin initial construction;
 - (5) Execute an agreed order of dismissal upon TIMBER LINKS' full performance under this Agreement;
- (B) TIMBER LINKS (or their heirs, successors, assigns, executors or administrators) further shall:
 - (1) Execute the form of Easement Purchase Agreement and Electric Utility Easement attached to this Agreement as Exhibit "A" the terms of which shall survive closing of this transaction;
 - (2) Obtain subordination agreement(s) or releases of liens from any of its lien holders which affect the property described in Exhibit "A". The receipt of all such required subordination agreements from lien holders shall be a condition of payment from DENTON;
 - (3) Execute an Agreed Order of Dismissal with prejudice, the form of which is attached herein at Exhibit "B", upon performance of all the terms and conditions of paragraphs 8.A.(1) through 8.B.(2) herein;
 - (4) Provide the name and contact information of its representative for notice purposes of construction issues.

8. **Binding Effect of Agreement.** This Agreement shall be binding upon and inure to the benefit of the Parties and upon their respective heirs, administrators, personal representatives, attorneys, executors, successors and assigns.

9. **Costs.** Part of this agreement requires the dismissal of the pending Lawsuit. The Parties agree that all costs incurred by them shall be borne by the party incurring the same.

10. **Controlling Law.** This Agreement is made and entered into within the State of Texas and shall in all respects be interpreted, enforced, and governed under the laws of the State of Texas. This agreement has been executed and is performable in Denton County, Texas.

11. **Severability.** Should any provision of this agreement be declared or determined to be illegal or invalid by any government agency or court of competent jurisdiction, the validity of the remaining parts, terms or provisions of this Agreement shall not be affected and such provisions shall remain in full force and effect.

12. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties, and fully supersedes any and all prior agreements, understandings, negotiations or representations between the Parties pertaining to the subject matter of this Agreement.

13. **Construction.** This Agreement is drafted through collaboration of all parties and their respective counsel.

14. **Originals and Duplicate Copies.** In order to facilitate execution, it is anticipated that duplicate originals and copies will be signed, and signatures collected by facsimile and/or electronic imaging. Digital or non-original signatures shall be considered as

effective as original signatures. This agreement is effective upon application of signatures by parties.

15. **Effective Date.** This Agreement is effective as of last date of the Parties to sign in their respective spaces provided below.

CITY OF DENTON, TEXAS

By: _____
TODD HILEMAN,
CITY MANAGER

Date: _____, 2017

ATTEST:
JENNIFER WALTERS, CITY SECRETARY

BY: _____

Date: _____, 2017

APPROVED AS TO LEGAL FORM:
AARON LEAL, INTERIM CITY ATTORNEY

BY: _____

Date: _____, 2017

TIMBER LINKS APARTMENTS, LLC,
a Delaware limited liability company

By: The Bascom Group, LLC
its Governing Person

By: _____
Jerome A. Pink,
Director and Member

Easement Purchase Agreement

NOTICE

YOU, AS OWNER OF THE EASEMENT LANDS (AS DEFINED BELOW), HAVE THE RIGHT TO: (1) DISCUSS ANY OFFER OR AGREEMENT REGARDING THE CITY OF DENTON'S ACQUISITION OF THE EASEMENT WITH OTHERS; OR (2) KEEP THE OFFER OR AGREEMENT CONFIDENTIAL, UNLESS THE OFFER OR AGREEMENT IS SUBJECT TO CHAPTER 552, GOVERNMENT CODE.

THIS EASEMENT PURCHASE AGREEMENT ("Agreement") is dated the _____ day of _____, 2017, between Timber Links Apartments, LLC, a Delaware limited liability company (the "Owner") and the City of Denton, Texas ("City").

WITNESSETH:

WHEREAS, Timber Links Apartments, LLC, a Delaware limited liability company, is the Owner of a tract of land (the "Land") in the Gideon Walker Survey, Abstract No. A-1330, Denton County, Texas being affected by the public improvement Project called the Spencer to Pockrus Transmission Line Project ("Project"); and

WHEREAS, City is in need of certain easements in, along, over, upon, under and across the tract of land described above related to the Project; and

WHEREAS, it is desirous of both parties to stipulate and agree to the terms and conditions associated with the purchase of the necessary easements for the Project;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. At Closing, the Owner shall grant, execute, and deliver to the City an easement in, along, over, upon, under and across the tract of land being described in Exhibit “A”, and depicted in Exhibit “B”, respectively (the “Easement Lands”), to that certain Electric Utility Easement attached hereto as Attachment 1 and made part hereof, for electric utility purposes, as more particularly described therein (the “Easement”). The Easement shall be in the form as attached hereto and incorporated herein as “Attachment 1”.
2. As consideration for the granting of the Easement, the City shall pay to Owner at Closing the sum of ONE HUNDRED THIRTY THOUSAND and no/100 DOLLARS (\$130,000.00) as compensation for the Easement. The monetary compensation prescribed in this Section 2 is herein referred to as the “Total Monetary Compensation”.
3. Owner stipulates that the Total Monetary Compensation payment constitutes and includes all compensation due Owner by City related to the Project, including without limitation, any damage to or diminution in the value of the remainder of Owner’s property caused by, incident to, or related to the Project, damage to and/or costs of repair, replacement and/or relocation of any improvements, turf, landscape, vegetation, or any other structure or facility of any kind located within the Easement Lands related to activities conducted pursuant to the Easement, interference with Owner’s activities on the Easement Lands or other property interests of Owner caused by or related to the Project and/or activities related to the Easement, whether accruing now or hereafter, and Owner hereby releases for itself, its successors and assigns, City, it’s officers, employees, elected officials, agents and contractors from and against any and all claims they may have now or in the future, related to the herein described matters, events and/or damages.

4. The Closing (herein so called) shall occur in and through the office of Reunion Title, 2745 Wind River Lane, Denton, Texas 76210 ("Title Company"), with said Title Company acting as escrow agent, on the date which is 60 days after the Effective Date, unless the Owner and the City mutually agree, in writing, to an earlier or later date ("Closing Date"). The Owner shall convey the Easement free and clear of all debts, liens and encumbrances. The Owner shall assist and support satisfaction of all closing requirements in relation to solicitation of release or subordination of liens and encumbrances and other curative efforts affecting the Easement, if necessary in the discretion of the City.

5. The stipulated Total Monetary Compensation amount shall be paid by the City at Closing to the Owner through the Title Company. All other typical customary and standard closing costs associated with this transaction shall be paid specifically by the City, except for Owner's attorney's fees, if any, which shall be paid by Owner.

6. The date on which this Agreement is executed by the City shall be the "Effective Date" of this Agreement.

7. In the event Owner shall default in the performance of any covenant or term provided herein, and such default shall be continuing after ten (10) days written notice of such default and opportunity to cure, City may exercise any right or remedy available to it by law, contract, equity or otherwise, including without limitation, the remedy of specific performance or termination of this Agreement.

8. In the event City shall default in the performance of any covenant or term provided herein, and such default shall be continuing after ten (10) days written notice of default and opportunity to cure, Owner may, as its sole and exclusive remedy, either (i) terminate this Agreement prior to

Closing by written notice of such election to City; or (ii) enforce specific performance of this Agreement.

9. THE LAWS OF THE STATE OF TEXAS SHALL CONTROL AND APPLY TO THIS AGREEMENT FOR ALL PURPOSES. THIS AGREEMENT IS PERFORMABLE IN DENTON COUNTY, TEXAS. VENUE FOR ANY ACTION ARISING HEREUNDER SHALL LIE SOLELY IN THE COURTS OF COMPETENT JURISDICTION OF DENTON COUNTY, TEXAS.

10. From and after the date of execution of this Agreement by Owner to the date of Closing, Owner shall not (i) convey or lease any interest in the Easement Lands; or (ii) enter into any Agreement that will be binding upon the Easement Lands or upon the Owner with respect to the Easement Lands after the date of Closing.

11. Any notices prescribed or allowed hereunder to Owner and/or City shall be in writing and, except as otherwise provided herein, shall be delivered by telephonic facsimile, hand delivery or by United States Mail, as described herein, and shall be deemed delivered upon the earlier to occur of (a) the date provided if hand delivered or delivered by telephonic facsimile; and (b) on the date of deposit of, in a regularly maintained receptacle for the United States Mail, registered or certified, return receipt requested, postage prepaid, addressed as follows:

OWNER:

26 Corporate Park Drive, #200
Fruing, CA 92606

Phone 949-955-0888

CITY:

City of Denton
Paul Williamson
Real Estate and Capital Support
901-A Texas Street
Denton, Texas 76209
Telecopy: (940) 349-8951

Copies to:

For Owner:

Bascom Group
26 Corporate Park Drive, #200
Irvine, CA 92606

Telecopy: 949-955-0188

Phone 949-955-0888

For City:

Scott Hickey, Attorney at Law
Kelsey, Kelsey & Hickey, PLLC
P.O. Box 918
Denton, Texas 76202
Telecopy: (940) 387-9553

City of Denton
City Attorney's Office
215 E. McKinney St.
Denton, Texas 76201
Telecopy: (940) 349-8325

12. This Agreement constitutes the sole and only Agreement of the parties and supersedes any prior understandings or written or oral Agreements between the parties with respect to the subject matter of this Agreement.

13. The representations, warranties, agreements and covenants contained herein shall survive the Closing and shall not merge with the Easement.

14. Authority to take any actions that are to be, or may be, taken by Buyer under this Agreement, including without limitation, adjustment of the Closing Date, are hereby delegated by Buyer, pursuant to action by the City Council of Denton, Texas, to Todd Hileman, City Manager, or his designee.

15. In the event prior to the Closing Date, condemnation or eminent domain proceedings are threatened or initiated by any entity other than the City that might result in the taking of any portion of the Easement Lands, City may, at its election, terminate this Agreement at any time prior to Closing.

16. If the Closing Date or day of performance of any act required or permitted hereunder falls on a Saturday, Sunday or legal holiday, then the Closing Date or day of performance, as the case may be, shall be the next following regular business day.

CITY OF DENTON, TEXAS

By: _____
TODD HILEMAN,
CITY MANAGER

Date: _____, 2017

ATTEST:
JENNIFER WALTERS, CITY SECRETARY

BY: _____

Date: _____, 2017

APPROVED AS TO LEGAL FORM:
AARON LEAL, INTERIM CITY ATTORNEY

BY: _____

Date: _____, 2017

Owner:

TIMBER LINKS APARTMENTS, LLC,
a Delaware limited liability company

By: The Bascom Group, LLC
its Governing Person

By:



Jerome A. Fink,
Director and Member
Date: July 19, 2017

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

THE STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DENTON	§	

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, 2nd Floor
Denton, Texas 76209
Attn: Paul Williamson

RECEIPT OF AGREEMENT BY TITLE COMPANY

By its execution below, Title Company acknowledges receipt of one (1) executed copy of this Agreement. Title Company agrees to comply with, and be bound by, the terms and provisions of this Agreement and to perform its duties pursuant to the provisions of this Agreement and comply with Section 6045(e) of the Internal Revenue Code of 1986, as amended from time to time, and as further set forth in any regulations or forms promulgated thereunder.

TITLE COMPANY:

Reunion Title

Attn: Rebecca Arnold

2745 Wind River Lane

Denton, Texas 76210

Telephone: (940) 382-3030

Telecopy: (940) 382-3377

By: _____

Printed Name: _____

Title: _____

Contract receipt date: _____, 2017

EXHIBIT "A"

ELECTRIC EASEMENT Timber Links Apartments, LLC Tract

BEING a 2.168 acre tract of land situated in the Gideon Walker Survey, Abstract No. 1330, City of Denton, Denton County, Texas, and being part of a called 19.132 acre tract of land described as Tract II in a Deed to Timber Links Apartments, LLC, as recorded in Document No. 2015-9810 of the Official Records of Denton County, Texas, and being more particularly described as follows:

COMMENCING at a PK nail found for the Southwest corner of the above 19.132 acre tract, and being in the North line of Edwards Road, per the Final Plat of The Timbers at Denton, as recorded in Cabinet V, Page 412 of the Plat Records of Denton County, Texas, from which the Southwest corner of Lot 2 per said Final Plat bears South 87°25'28" East a distance of 157.07 feet;

THENCE North 11°39'28" West departing the North line of said Edwards Road, and along the most Southerly West line of said 19.132 acre tract, for a distance of 97.60 feet to a 5/8 inch iron rod with cap stamped "TNP INC ESMT" set for corner at the **POINT OF BEGINNING** for the herein described easement;

THENCE North 11°39'28" West continuing along the most Southerly West line of said 19.132 acre tract, for a distance of 319.26 feet to a 5/8 inch iron rod with cap stamped "TNP INC ESMT" set for corner, from which a 1/2 inch iron rod with cap stamped "Alliance" found for reference bears North 11°39'28" West a distance of 46.68 feet;

THENCE North 01°55'45" East departing the most Southerly West line of said 19.132 acre tract, for a distance of 198.09 feet to a 5/8 inch iron rod with cap stamped "TNP INC ESMT" set for corner at an angle point;

THENCE North 01°41'08" East for a distance of 899.02 feet to a 5/8 inch iron rod with cap stamped "TNP INC ESMT" set for corner at an angle point;

THENCE North 00°31'19" West for a distance of 6.65 feet to a 5/8 inch iron rod with cap stamped "TNP INC ESMT" set for corner in the most Westerly North line of said 19.132 acre tract and the South line of a called 1.440 acre tract of land per City Ordinance No. 2002-087, as recorded in Document No. 2002-124546 of the Real Property Records of Denton County, Texas;

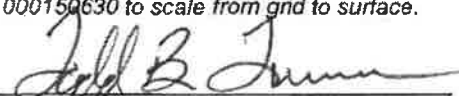
THENCE South 88°13'23" East along the most Westerly North line of said 19.132 acre tract and the South line of said 1.440 acre tract, passing a 1/2 inch iron rod found for the Southeast corner of said 1.440 acre tract and the Southwest corner of a called 1.822 acre tract of land described in a Lis Pendens Notice, No. ED-96-00723-C, as recorded in Document No. 96-081818 of the Real Property Records of Denton County, Texas at a distance of 18.71 feet, and continuing along said line for a total distance of 75.06 feet to a 5/8 inch iron rod with cap stamped "TNP INC ESMT" set for corner, from which a 1/2 inch iron rod with cap stamped "COLEMAN RPLS 4001" found for the Southeast corner of said 1.822 acre tract and an interior ell corner of said 19.132 acre tract bears South 88°13'23" East a distance of 125.19 feet;

THENCE South 00°31'19" East for a distance of 5.08 feet to a 5/8 inch iron rod with cap stamped "TNP INC ESMT" set for corner at an angle point;

THENCE South 01°41'08" West departing the South line of said 1.822 acre tract and the most Westerly North line of said 19.132 acre tract, for a distance of 900.63 feet to a 5/8 inch iron rod with cap stamped "TNP INC ESMT" set for corner at an angle point;

THENCE South 01°55'45" West for a distance of 508.58 feet to the **POINT OF BEGINNING**, and containing 2.168 acres of land, more or less.

NOTE: Bearings are referenced to grid north of the Texas Coordinate System of 1983 (North Central Zone; NAD83 (2011) Epoch 2010) as derived locally from Western Data Systems Continuously Operating Reference Stations (CORS) via Real Time Kinematic (RTK) survey methods. Distances represent surface values utilizing an average combination scale factor of 1.000150630 to scale from grid to surface.


Todd B. Turner, R.P.L.S. No. 4859
Teague Nall & Perkins
1517 Centre Place Drive, Suite 320
Denton, Texas 76205
940-383-4177
TBPLS Firm No. 10011601
Date: March 3, 2016
Date of Revision: June 28, 2016
Date of 2nd Revision: August 26, 2016 (Address Title Commitment Schedule B items).



MATCHLINE SEE PG. 3

ELECTRIC EASEMENT

2.168 ACRES

TIMBER LINKS
APARTMENTS, LLC
TRACT II
CALLED 19.132 ACRES
DOC. NO. 2015-9810
O.R.D.C.T.

APPROX. LOCATION OF
28' CITY OF DENTON
SANITARY SEWER EASEMENT
VOL. 464, PG. 197
(item 10i)

**G. WALKER SURVEY
ABSTRACT NO. 1330**

SLP-MURPHY GP, LLC
CALLED 22.918 ACRES
DOC. NO. 2014-17157
O.R.D.C.T.

(ROW DEED)
CITY OF DENTON
VOL. 4905, PG. 1317
R.P.R.D.C.T.

(ROW DEED)
CITY OF DENTON
PARCEL 3
VOL. 4936, PG. 1841
R.P.R.D.C.T.

(ROW DEED)
CITY OF DENTON
PARCEL 4
VOL. 4936, PG. 1841
R.P.R.D.C.T.

LOT 1, BLOCK A
FLOWERS FOOD ADDITION
CAB. W, PG. 333
P.R.D.C.T.

LOT 3, BLOCK A
FLOWERS FOOD ADDITION
CAB. W, PG. 335
P.R.D.C.T.

**POINT OF
BEGINNING**

**POINT OF
COMMENCING**
PK NAIL FND. (CM)

PERMANENT
DRAINAGE EASEMENT
CITY OF DENTON
VOL. 4969, PG. 1784
R.P.R.D.C.T.
(item m)

LOT 2
THE TIMBERS AT DENTON
CAB. V, PG. 412
P.R.D.C.T.

(ROW DEED)
CITY OF DENTON
PARCEL 5
VOL. 4936, PG. 1841
R.P.R.D.C.T.

EDWARDS ROAD
(VARIABLE WIDTH RIGHT-OF-WAY)



EXHIBIT "B"
ELECTRIC EASEMENT

BEING A 2.168 ACRE TRACT OF LAND SITUATED IN
THE GIDEON WALKER SURVEY, ABSTRACT NO. 1330
CITY OF DENTON
DENTON COUNTY, TEXAS

NOTE: SEE SHEET 6 OF 6
FOR LEGEND AND NOTES.

DME13222

PAGE 2 OF 6



teague nail & perkins

1517 Centre Place Drive, Suite 330
Denton, Texas 76205
940.383.4177 ph 940.383.8026 fx
TBPLS Firm No. 10011601
www.tnpsc.com

PECAN CREEK, LLC
CALLED 35.716 ACRES
DOC. NO. 2012-92016
O.R.D.C.T.

LOT 1, BLOCK 1
ALLAN ESTATES MOBILE HOME PARK
CAB. E, PG. 187
P.R.D.C.T.

30' R.O.W. DEDICATION
CAB. C, PG. 383
P.R.D.C.T.

N 01°41'08" E
899.02'

16' UTILITY ESMT.
(CAB. E, PG. 187)

APPROXIMATE LOCATION
BRAZOS RIVER TRANSMISSION ELECTRIC
COOPERATIVE, INC. EASEMENT
VOL. 354, PG. 383
D.R.D.C.T.
(BLANKET EASEMENT WIDTH UNDEFINED)

SLP-MURPHY GP, LLC
CALLED 22.918 ACRES
DOC. NO. 2014-17157
O.R.D.C.T.

G. WALKER SURVEY
ABSTRACT NO. 1330

N 11°39'28" W
46.68'

1/2 CIRF (CM)
"ALLIANCE"

CITY OF DENTON, TEXAS
CALLED 0.257 ACRES
DOC. NO. 2008-123998
O.R.D.C.T.

teague nall & perkins
1317 Centre Place Drive, Suite 320
Denton, Texas 76205
940.393.4177 ph 940.383.8026 fx
TRPLS Firm No. 10011601
www.tnpsc.com

MATCHLINE SEE PG. 4

1/2 IRF
CHAINLINK FENCE

N 01°55'45" E 198.09'

SSMH

75'

S 01°55'45" W 508.58'

**ELECTRIC
EASEMENT**
2.168 ACRES

N GOLF CART PATH

1/2 CIRF
"KAZ 5312"
(CM)

N 11°39'28" W 319.26'

MATCHLINE SEE PG. 2

S 01°41'08" W
900.63'

APPROX. LOCATION OF
20' CITY OF DENTON
SEWER LINE & WATER EASEMENT
VOL. 1113, PG. 907
(Item 10k)

APPROX. LOCATION OF
26' CITY OF DENTON
SANITARY SEWER EASEMENT
VOL. 464, PG. 197
(Item 10l)

50' DRAINAGE EASEMENT
CAB. V, PG. 412
P.R.D.C.T.

TIMBERLINKS
APARTMENTS, LLC
TRACT II
CALLED 19.132 ACRES
DOC. NO. 2015-9810
O.R.D.C.T.

50' DRAINAGE EASEMENT
CAB. V, PG. 412
P.R.D.C.T.

APPROXIMATE LOCATION OF
60' ELECTRIC EASEMENT
CAUSE NO. 4023
(Item 10g)
(AS SHOWN ON THE FINAL PLAT
OF THE TIMBERLINKS AT DENTON,
CAB. V, PG. 272)

0 60 120
SCALE: 1" = 60'



NOTE: SEE SHEET 6 OF 6
FOR LEGEND AND NOTES.



EXHIBIT "B"
ELECTRIC EASEMENT

BEING A 2.168 ACRE TRACT OF LAND SITUATED IN
THE GIDEON WALKER SURVEY, ABSTRACT NO. 1330
CITY OF DENTON
DENTON COUNTY, TEXAS



MATCHLINE SEE PG. 5

0 60 120



SCALE: 1" = 60'

LOT 1, BLOCK 1
ALLAN ESTATES
MOBILE HOME PARK
CAB. E, PG. 187
P.R.D.C.T.

APPROX. LOCATION OF
28' CITY OF DENTON
SANITARY SEWER EASEMENT
VOL. 464, PG. 197
(Item 10i)

APPROX. LOCATION OF
20' CITY OF DENTON
SEWER LINE & WATER EASEMENT
VOL. 1113, PG. 907
(Item 10k)

**G. WALKER SURVEY
ABSTRACT NO. 1330**

UTILITY EASEMENT
(CAB. E, PG. 187)

DRAINAGE AND UTILITY
EASEMENT
(CAB. E, PG. 187)

30' R.O.W. DEDICATION
CAB. C, PG. 383
P.R.D.C.T.

PECAN CREEK, LLC
CALLED 35.716 ACRES
DOC. NO. 2012-92016
O.R.D.C.T.

LOT 1, BLOCK 1
ALLAN ESTATES
MOBILE HOME PARK
CAB. E, PG. 187
P.R.D.C.T.

8' UTILITY ESMT.
(CAB. E, PG. 187)

N 01°41'08" E 899.02'

S 01°41'08" W 900.63'

**ELECTRIC
EASEMENT**
2.168 ACRES

TIMBERLINKS
APARTMENTS, LLC
TRACT II
CALLED 19.132 ACRES
DOC. NO. 2015-9810
O.R.D.C.T.

50' DRAINAGE
EASEMENT
CAB. V, PG. 412
P.R.D.C.T.



NOTE: SEE SHEET 6 OF 6
FOR LEGEND AND NOTES.

EXHIBIT "B"
ELECTRIC EASEMENT

BEING A 2.168 ACRE TRACT OF LAND SITUATED IN
THE GIDEON WALKER SURVEY, ABSTRACT NO. 1330
CITY OF DENTON
DENTON COUNTY, TEXAS



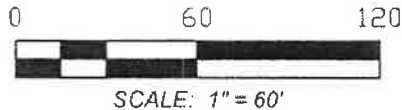
teague nail & perkins

1517 Centre Place Drive, Suite 330
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940.363.4177 ph 940.363.8026 fx
TBPLS Firm No. 10011601
www.tnpinc.com

CITY OF DENTON
(ORDINANCE NO. 2002-087)
CALLED 1.440 ACRES
DOC. NO. 2002-124546
R.P.R.D.C.T.

LIS PENDENS NOTICE
ED-96-00723-C
CALLED 1.822 ACRES
DOC. NO. 96-081818
R.P.R.D.C.T.

APPROX. LOCATION OF
26' CITY OF DENTON
SANITARY SEWER EASEMENT
VOL. 464, PG. 197
(Item 10i)



PASS 1/2" IRF
AT 18.71'

S 88°13'23" E
75.06'

CHAINLINK FENCE

SSMH

1/2 CIRF
"COLEMAN RPLS 4001"
(CM)

N 00°31'19" W
6.65'

S 88°13'23" E 125.19'
S 00°31'19" E
5.08'

G. WALKER SURVEY
ABSTRACT NO. 1330

APPROX. LOCATION OF
20' CITY OF DENTON
SEWER LINE & WATER EASEMENT
VOL. 1113, PG. 907
(Item 10k)



16' UTILITY ESMT.
(CAB. E, PG. 187)

**ELECTRIC
EASEMENT**
2.168 ACRES

PUTTING GREEN

SAND
TRAP

TIMBERLINKS
APARTMENTS, LLC
TRACT II
CALLED 19.132 ACRES
DOC. NO. 2015-9810
O.R.D.C.T.

LOT 1, BLOCK 1
ALLAN ESTATES
MOBILE HOME PARK
CAB. E, PG. 187
P.R.D.C.T.

PECAN CREEK, LLC
CALLED 35.716 ACRES
DOC. NO. 2012-92016
O.R.D.C.T.

8' UTILITY ESMT.
(CAB. E, PG. 187)

N 01°41'08" E 899.02'

S 01°41'08" W 900.63'

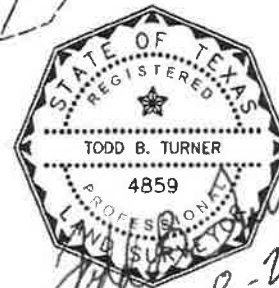
75'

PUTTING GREEN

30' R.O.W. DEDICATION
CAB. C, PG. 383
P.R.D.C.T.

16' UTILITY ESMT.
(CAB. E, PG. 187)

NOTE: SEE SHEET 6 OF 6
FOR LEGEND AND NOTES.



teague nall & perkins

MATCHLINE SEE PG. 4



1517 Centre Place Drive, Suite 320
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940.383.4177 ph 940.383.8026 fx
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EXHIBIT "B"
ELECTRIC EASEMENT
BEING A 2.168 ACRE TRACT OF LAND SITUATED IN
THE GIDEON WALKER SURVEY, ABSTRACT NO. 1330
CITY OF DENTON
DENTON COUNTY, TEXAS

SURVEY NOTES:

1. Bearings of lines shown hereon are referenced to Grid North of the Texas Coordinate System of 1983 (North Central Zone; NAD83(2011) Epoch 2010) as derived locally from Western Data Systems Continuously Operating Reference Stations (CORS) via Real Time Kinematic (RTK) methods. The distances shown hereon represent surface values utilizing a combined scale factor of 1.000150630 to scale from grid to surface.
2. This Exhibit was prepared with benefit of that certain Title Commitment GF No. 165105, with effective date January 14, 2016, issued by Title Resources Guaranty Company. For easements, rights-of-way and/or other matters of record that may affect this tract, the Surveyor relied solely on said Title Commitment.

THIS TRACT IS SUBJECT TO THE FOLLOWING SCHEDULE B ITEMS:

- (10g) Right-of-Way Easement awarded to the Brazos River Transmission Electric Cooperative Inc., by Judgement dated July 30, 1947, recorded under District Court Case Number 4023, District Clerk Records, Denton County, Texas as mentioned in Warranty Deed filed January 16, 1985, recorded in Vol. 1556, Pg. 400, D.R.D.C.T., (as shown).
- (10i) Easement to City of Denton, Texas, as recorded in Vol. 464, Pg. 197, D.R.D.C.T., (as shown).
- (10k) Easement to City of Denton, Texas, as recorded in Vol. 1113, Pg. 907, D.R.D.C.T., (as shown).

THE FOLLOWING SCHEDULE B ITEMS DO NOT LIE ON THIS TRACT:

- (10f) Easement to Lone Star Gas Company, as recorded in Vol. 199, Pg. 625, D.R.D.C.T.
- (10h) Easement to Lone Star Gas Company, as recorded in Vol. 410, Pg. 168, D.R.D.C.T.
- (10j) Easement to Texas Power & Light Company, as recorded in Vol. 489, Pg. 12, D.R.D.C.T.
- (10l) Easement to City of Denton, Texas, as recorded in Vol. 4969, Pg. 1779, D.R.D.C.T., (terminated).
- (10m) Easement to City of Denton, Texas, as recorded in Vol. 4969, Pg. 1784, D.R.D.C.T., (as shown).
- (10n) Easement and Memorandum Agreement to Capitol Infrastructure, LLC, as recorded in Doc. No. 2008-81055, O.R.D.C.T., (blanket easement).

3. A Legal Description of even date herewith accompanies this exhibit. See Page 1.
4. Field work was performed in June 2016.

LEGEND	
●	1/2 IRON ROD FOUND (UNLESS OTHERWISE NOTED)
⊗	5/8 IRON ROD STAMPED "TNP INC. ESMT" SET
△	CALCULATED POINT
⊖	PK NAIL FOUND
(CM)	CONTROLLING MONUMENT
⊕	FIRE HYDRANT (FH)
⊗	POWER POLE (PP)
⊕	SANITARY SEWER MANHOLE (SSMH)
⊕	STORM DRAIN MANHOLE (SDMH)
q	SIGN
—	EASEMENT BOUNDARY LINE
—	PROPERTY LINE
— x —	EXISTING FENCE LINE
— OHE —	OVERHEAD ELECTRIC LINE
—	EDGE OF ASPHALT
R.P.R.D.C.T.	REAL PROPERTY RECORDS DENTON COUNTY TEXAS
D.R.D.C.T.	DEED RECORDS DENTON COUNTY TEXAS
O.R.D.C.T.	OFFICIAL RECORDS DENTON COUNTY TEXAS
P.R.D.C.T.	PLAT RECORDS DENTON COUNTY TEXAS



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EXHIBIT "B" **ELECTRIC EASEMENT**

BEING A 2.168 ACRE TRACT OF LAND SITUATED IN
THE GIDEON WALKER SURVEY, ABSTRACT NO. 1330
CITY OF DENTON
DENTON COUNTY, TEXAS

Exhibit B

CAUSE NO. PR-2017-00009

CITY OF DENTON, TEXAS,
Condemnor

VS.

TIMBER LINKS APARTMENTS, LLC,
A DELAWARE LIMITED LIABILITY
COMPANY,
Condemnee(s)

§
§
§
§
§
§
§
§

**EMINENT DOMAIN
PROCEEDINGS**

IN THE PROBATE COURT OF

DENTON COUNTY, TEXAS

AGREED ORDER OF DISMISSAL WITH PREJUDICE

ON THIS DAY CAME ON TO BE HEARD, the above referenced parties' AGREED ORDER OF DISMISSAL WITH PREJUDICE announcing this matter has been settled. Having considered the ORDER, the Court ORDERS, ADJUDGES, and DECREES that all claims asserted or that could have been asserted by and between the each of the parties against the others regarding the subject matter of this lawsuit are dismissed with prejudice. All costs incurred herein are taxed against the party or parties incurring same. This ORDER is final and appealable.

IT IS SO ORDERED.

Dated this _____ day of _____, 2017.

JUDGE PRESIDING

Agreed:

Scott W. Hickey
Kelsey, Kelsey & Hickey, P.L.L.C.
P.O. Box 918
Denton, Texas 76202-0918
Telephone: (940) 387-9551
Metro: (940) 243-2888
Facsimile: (940) 387-9553
State Bar No. 00789371
SHickey@dentontexaslawyers.com

ATTORNEYS FOR CONDEMNOR,
THE CITY OF DENTON, TEXAS

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3710 Rawlins St., Ste. 1200
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State Bar No. 20503000
evassallo@vslawyers.com

ATTORNEYS FOR CONDEMNEE,
TIMBER LINKS APARTMENTS, LLC