

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.

**BILL OF SALE AND
ASSIGNMENT OF EASEMENTS**

**STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF BRAZOS §**

That the City of Denton, Texas, the City of Garland, Texas, and the City of Greenville, Texas ("Grantors"), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, have sold, transferred and delivered, and by these presents do sell, transfer and deliver unto the City of Bryan, Texas, ("Grantee") the following:

Those certain electric facilities, in place, known as the Gibbons Creek-Greens Prairie 138kV Transmission Line, between the Gibbons Creek Steam Electric Station in Grimes County, Texas, and the City of College Station, Texas, extending from the dead-end structure in the Gibbons Creek Switchyard owned by TMPA in Grimes County, Texas, to the dead-end structure in the Greens Prairie substation owned by the City of Bryan, Texas, a home-rule municipal corporation which owns and operates a municipal electric utility known as "Bryan Texas Utilities", hereinafter referred to as "City" or "BTU", in Brazos County, Texas, consisting of (i) one circuit of a double circuit line for 7.4 miles on a combination of wood H-frame and single pole concrete structures (the "7.4 Mile Portion"), (ii) 4.1 miles of single circuit on steel and concrete single pole structures (the "4.1 Mile Portion"), and (iii) within the 4.1 Mile Portion, 1.5 miles of double circuit (the "1.5 Mile Portion") on steel single pole structures with the second circuit (conductor and insulators) being owned by the City of College Station, and being foundations, steel and concrete structures, cross-arms, insulators, static wire, associated hardware and electric conductors (hereinafter, the "Transmission Facilities"). "Transmission Facilities" conveyed herein shall include the steel and concrete towers located in the 4.1 Mile Portion but shall not include towers located in the 7.4 Mile Portion (which are owned by TMPA).

For the same consideration, Grantee, its successors, and assigns shall have the right and a license to operate, maintain, repair, and reconstruct the single circuit hereby conveyed on the 7.4 Mile Portion.

For the same consideration, Grantors have sold, assigned and transferred, and by these presents do sell, assign and transfer unto Grantee the transmission line easements described on Exhibit "A" attached hereto (hereinafter, the "Transmission Easements").

There is excepted from this conveyance and warranty the following:

- a. The H-frames and single pole concrete structures, owned by TMPA, on the 7.4 Mile Portion.
- b. The second circuit (conductor and insulators), owned by the City of College Station, Texas, on the 1.5 Mile Portion.

This conveyance is subject to: (i) any and all visible and apparent easements and encroachments, whether of record or not; (ii) any and all covenants, conditions, reservations, restrictions, exceptions, easements, rights-of-way, mineral interests, mineral leases, or other instruments of record applicable to the Transmission Facilities, the Transmission Easements, or any part thereof; and (iii) standby fees, taxes and assessments - if any - by any taxing authority for the year 2013 and subsequent years and subsequent taxes and assessments by any taxing authority for prior years due to changes in land usage or ownership, the payment of which Grantee hereby assumes.

THIS CONVEYANCE IS MADE WITHOUT WARRANTY, EXPRESS OR IMPLIED, AND GRANTORS EXPRESSLY DISCLAIM, EXCEPT AND EXCLUDE ANY AND ALL WARRANTIES OF TITLE OR OTHERWISE FROM THIS CONVEYANCE, INCLUDING-WITHOUT LIMITATION - ANY WARRANTIES ARISING UNDER COMMON LAW OR UNDER SECTION 5.023 OF THE TEXAS PROPERTY CODE OR OTHER STATUTE. As a material part of the consideration for the conveyances made herein, Grantors and Grantee agree that Grantee is taking the Property **“AS IS, WHERE IS, WITH ALL FAULTS.”**

TO HAVE AND TO HOLD the Transmission Facilities, the Transmission Easements, together with all and singular the rights and appurtenances thereto and in anywise belonging unto Grantee, its successors and assigns forever; **WITHOUT WARRANTY AND SUBJECT IN ALL RESPECTS TO THE DISCLAIMERS SET FORTH ABOVE.**

EXECUTED this ____ day of _____, 2013.

CITY OF DENTON, TEXAS

By: _____
Mayor

STATE OF TEXAS §
COUNTY OF DENTON §

This instrument was acknowledged before me on _____, 2013, by Mark Burroughs, Mayor of the City of Denton, Texas, on behalf of the municipality.

Notary Public in and for the
State of Texas

Typed or Printed Name of Notary

My commission expires: _____

CITY OF GARLAND, TEXAS

By: _____
Mayor

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 2013, by Ronald Jones, Mayor of the City of Garland, Texas, on behalf of the municipality.

Notary Public in and for the
State of Texas

Typed or Printed Name of Notary

My commission expires: _____

CITY OF GREENVILLE, TEXAS

By: _____
Mayor

STATE OF TEXAS §
 §
COUNTY OF HUNT §

This instrument was acknowledged before me on _____, 2013, by Steve Reid, Mayor of the City of Greenville, Texas, on behalf of the municipality.

Notary Public in and for the
State of Texas

Typed or Printed Name of Notary

My commission expires: _____

EXHIBIT A
TRANSMISSION EASEMENTS

The following easements conveyed to the Texas Municipal Power Agency as recorded in the Real Property Records of Brazos County, Texas:

1. Grantor: Lillian Weaver
Volume 1230, Page 823
2. Grantor: Travelers Insurance Company
Volume 1233, Page 108
3. Grantor: Anderson/Stephen
Volume 1251, Page 663
4. Grantor: First National Bank of Bryan
Volume 1244, Page 346
5. Grantor: Dolly Olden
Volume 1231, Page 5
6. Grantor: James Creagor
Volume 1231, Page 10
7. Grantor: Jerry Windham and Frank Thurmond
Volume 1231, page 15
8. Grantor: Louise Marsh Reeves
Volume 1231, Page 20
9. Grantor: Esterline Smith
Volume 1230, Page 816
10. Grantor: Jonnie Mae Allen
Volume 1230, Page 830
11. Grantor: Vivian Duran et al
Volume 1230, Page 845
12. Grantor: Shaila Ford et al
Volume 1230, Page 837
13. Grantor: Delores Payne et al
Volume 1230, Page 1

After recording, return to:

City Attorney
City of Bryan
300 S. Texas Avenue
Bryan, TX 77803-3937

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.

**BILL OF SALE AND
ASSIGNMENT OF EASEMENTS**

**STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF GRIMES §**

That the City of Denton, Texas, the City of Garland, Texas, and the City of Greenville, Texas ("Grantors"), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, have sold, transferred and delivered, and by these presents do sell, transfer and deliver unto the City of Bryan, Texas ("Grantee") the following:

Those certain electric facilities, in place, known as the Gibbons Creek-Greens Prairie 138kV Transmission Line, between the Gibbons Creek Steam Electric Station in Grimes County, Texas, and the City of College Station, Texas, extending from the dead-end structure in the Gibbons Creek Switchyard owned by TMPA in Grimes County, Texas, to the dead-end structure in the Greens Prairie substation owned by the City of Bryan, Texas, a home-rule municipal corporation which owns and operates a municipal electric utility known as "Bryan Texas Utilities", hereinafter referred to as "City" or BTU", in Brazos County, Texas, consisting of (i) one circuit of a double circuit line for 7.4 miles on a combination of wood H-frame and single pole concrete structures (the "7.4 Mile Portion"), (ii) 4.1 miles of single circuit on steel and concrete single pole structures (the "4.1 Mile Portion"), and (iii) within the 4.1 Mile Portion, 1.5 miles of double circuit (the "1.5 Mile Portion") on steel single pole structures with the second circuit (conductor and insulators) being owned by the City of College Station, and being foundations, steel and concrete structures, cross-arms, insulators, static wire, associated hardware and electric conductors (hereinafter, the "Transmission Facilities"). "Transmission Facilities" conveyed herein shall include the steel and concrete towers located in the 4.1 Mile Portion but shall not include towers located in the 7.4 Mile Portion (which are owned by TMPA).

For the same consideration, Grantee, its successors, and assigns shall have the right and a license to operate, maintain, repair, and reconstruct the single circuit hereby conveyed on the 7.4 Mile Portion.

For the same consideration, Grantors have sold, assigned and transferred, and by these presents do sell, assign and transfer unto Grantee the transmission line easements described on Exhibit "A" attached hereto (hereinafter, the "Transmission Easements").

There is excepted from this conveyance and warranty the following:

a. The H-frames and single pole concrete structures, owned by TMPA, on the 7.4 Mile Portion.

b. The second circuit (conductor and insulators), owned by the City of College Station, Texas, on the 1.5 Mile Portion.

This conveyance is subject to: (i) any and all visible and apparent easements and encroachments, whether of record or not; (ii) any and all covenants, conditions, reservations, restrictions, exceptions, easements, rights-of-way, mineral interests, mineral leases, or other instruments of record applicable to the Transmission Facilities, the Transmission Easements, or any part thereof; and (iii) standby fees, taxes and assessments - if any - by any taxing authority for the year 2013 and subsequent years and subsequent taxes and assessments by any taxing authority for prior years due to changes in land usage or ownership, the payment of which Grantee hereby assumes.

THIS CONVEYANCE IS MADE WITHOUT WARRANTY, EXPRESS OR IMPLIED, AND GRANTORS EXPRESSLY DISCLAIM, EXCEPT AND EXCLUDE ANY AND ALL WARRANTIES OF TITLE OR OTHERWISE FROM THIS CONVEYANCE, INCLUDING - WITHOUT LIMITATION - ANY WARRANTIES ARISING UNDER COMMON LAW OR UNDER SECTION 5.023 OF THE TEXAS PROPERTY CODE OR OTHER STATUTE. As a material part of the consideration for the conveyances made herein, Grantors and Grantee agree that Grantee is taking the Property "AS IS, WHERE IS, WITH ALL FAULTS."

TO HAVE AND TO HOLD the Transmission Facilities, the Transmission Easements, together with all and singular the rights and appurtenances thereto and in anywise belonging unto Grantee, its successors and assigns forever; **WITHOUT WARRANTY AND SUBJECT IN ALL RESPECTS TO THE DISCLAIMERS SET FORTH ABOVE.**

EXECUTED this ____ day of _____, 2013.

CITY OF DENTON, TEXAS

By: _____
Mayor

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on _____, 2013, by Mark Burroughs, Mayor of the City of Denton, Texas, on behalf of the municipality.

Notary Public in and for the
State of Texas

Typed or Printed Name of Notary
My commission expires: _____

CITY OF GARLAND, TEXAS

By: _____
Mayor

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 2013, by Ronald Jones, Mayor of the City of Garland, Texas, on behalf of the municipality.

Notary Public in and for the
State of Texas

Typed or Printed Name of Notary
My commission expires: _____

CITY OF GREENVILLE, TEXAS

By: _____
Mayor

STATE OF TEXAS §
 §
COUNTY OF HUNT §

This instrument was acknowledged before me on _____, 2013, by Steve Reid, Mayor of the City of Greenville, Texas, on behalf of the municipality.

Notary Public in and for the
State of Texas

Typed or Printed Name of Notary

My commission expires: _____

EXHIBIT A
TRANSMISSION EASEMENTS

The following easements conveyed to the Texas Municipal Power Agency as recorded in the Real Property Records of Brazos County, Texas:

1. Grantor: Lillian Weaver
Volume 1230, Page 823
2. Grantor: Travelers Insurance Company
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Volume 1231, Page 5
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Volume 1231, page 15
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Volume 1230, Page 816
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12. Grantor: Shaila Ford et al
Volume 1230, Page 837
13. Grantor: Delores Payne et al
Volume 1230, Page 1

After recording, return to:

City Attorney
City of Bryan
300 S. Texas Avenue
Bryan, TX 77803-3937

EXHIBIT "B"

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.

**BILL OF SALE AND
ASSIGNMENT OF EASEMENTS AND QUITCLAIM**

**STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF MONTAGUE §**

That the City of Bryan, Texas, the City of Denton, Texas, the City of Garland, Texas, and the City of Greenville, Texas (“Grantors”), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, has sold, transferred and delivered, and by these presents does sell, transfer and deliver unto the Brazos Electric Power Cooperative, Inc. (“Grantee”) the following:

Those certain electric facilities, in place, known as the Patterson St. (Bowie)-Brazos Tap 138 kV Line, in Montague County, Texas, extending 2.05 miles from a tap structure owned by TMPA to the dead-end structures in the Bowie Patterson Street substation owned by the City of Bowie, Texas (“Transmission Line”) consisting of a double circuit on steel single pole structures, and being foundations, steel structures, cross-arms, insulators, static wire, associated hardware and electric conductors, including but not limited to the equipment described in Exhibit “A” (hereinafter, the “Transmission Facilities”).

For the same consideration, Grantors have sold, assigned and transferred, and by these presents does sell, assign and transfer unto Grantees the transmission line easements and license agreements described on Exhibit “B” attached hereto (hereinafter, the “Transmission Easements”).

For the same consideration, Grantors quitclaim to Grantee all of Grantors’ right title and interest in and to the communications tower, equipment shelter, microwave dish antenna, and associated SCADA equipment (the “Communications Facilities”) located in the Bowie Patterson Street substation owned by the City of Bowie, Texas, to have and to hold it to Grantee and Grantee’s successors and assigns forever. Neither Grantors or Grantors’ successors or assigns will have, claim, or demand any right or title to the Communications Facilities or any part of it.

This conveyance is subject to: (i) any and all visible and apparent easements and encroachments, whether of record or not; (ii) any and all covenants, conditions, reservations, restrictions, exceptions, easements, rights-of-way, mineral interests, mineral leases, or other instruments of record applicable to the Transmission Facilities, the Transmission Easements, the Transmission Line or any part

thereof; and (iii) standby fees, taxes and assessments - if any - by any taxing authority for the year 2013 and subsequent years and subsequent taxes and assessments by any taxing authority for prior years due to changes in land usage or ownership, the payment of which Grantee hereby assumes.

THIS CONVEYANCE IS MADE WITHOUT WARRANTY, EXPRESS OR IMPLIED, AND GRANTORS EXPRESSLY DISCLAIM, EXCEPT AND EXCLUDE ANY AND ALL WARRANTIES OF TITLE OR OTHERWISE FROM THIS CONVEYANCE, INCLUDING-WITHOUT LIMITATION - ANY WARRANTIES ARISING UNDER COMMON LAW OR UNDER SECTION 5.023 OF THE TEXAS PROPERTY CODE OR OTHER STATUTE. As a material part of the consideration for the conveyances made herein, Grantors and Grantee agree that Grantee is taking the Property **“AS IS, WHERE IS, WITH ALL FAULTS.”**

TO HAVE AND TO HOLD the Transmission Facilities, the Transmission Easements, the Transmission Line, together with all and singular the rights and appurtenances thereto and in anywise belonging unto Grantee, its successors and assigns forever; **WITHOUT WARRANTY AND SUBJECT IN ALL RESPECTS TO THE DISCLAIMERS SET FORTH ABOVE.**

EXECUTED this ____ day of _____, 2013.

CITY OF BRYAN, TEXAS

By: _____
Mayor

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

This instrument was acknowledged before me on _____, 2013, by Jason Bienski, Mayor of the City of Bryan, on behalf of said municipality.

Notary Public in and for the
State of Texas

Typed or Printed Name of Notary

My commission expires: _____

CITY OF DENTON, TEXAS

By: _____
Mayor

STATE OF TEXAS §
COUNTY OF DENTON §

This instrument was acknowledged before me on _____, 2013, by Mark Burroughs,
Mayor of the City of Denton, Texas, on behalf of said Agency.

Notary Public in and for the
State of Texas

Typed or Printed Name of Notary

My commission expires: _____

CITY OF GARLAND, TEXAS

By: _____
Mayor

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 2013, by Ronald Jones,
Mayor of the City of Garland, Texas, on behalf of said municipality.

Notary Public in and for the
State of Texas

Typed or Printed Name of Notary

My commission expires: _____

CITY OF GREENVILLE, TEXAS

By: _____
Mayor

STATE OF TEXAS §
 §
COUNTY OF HUNT §

This instrument was acknowledged before me on _____, 2013, by Steve Reid, Mayor of the City of Greenville, Texas, on behalf of said municipality.

Notary Public in and for the
State of Texas

Typed or Printed Name of Notary

My commission expires: _____

EXHIBIT "A"
TRANSMISSION EQUIPMENT

1. The 138kV buses and associated facilities in the City of Bowie's Patterson Street Substation (the "Substation") including supports, insulators, connectors, hardware, concrete, and static protection.
2. The 138kV dead-end structure in the Substation to terminate the Transmission Line.
3. The take-off structure located at the point of interconnection where the Transmission Line and the transmission line of the Brazos Electric Power Cooperative, Inc. ("BEPC") terminate.
4. One set of three-phase 138kV metering accuracy potential devices located in the Substation.
5. Two 138kV breakers (1805 and 1815) including disconnect switches and bus work between such breakers and the Transmission Line.
6. The metering accuracy bushing current transformers in both 138kV breakers (1805 and 1815) in the Substation.
7. The metering facilities in the Substation for the point of interconnection with BEPC.
8. The protective relaying facilities necessary at the Substation to protect the Substation's 138kV bus, the Transmission Line, and the BEPC transmission line, including cables and conduit.

EXHIBIT B
TRANSMISSION EASEMENTS

The following easements conveyed to the Texas Municipal Power Agency as recorded in the Real Property Records of Montague County, Texas:

1. Grantor: Barbara Egenbacher Estate
Volume 945, Page 597
2. Grantor: E.L. Edgin, Jr. et ux
Volume 945, Page 601
3. Grantor : Kirk Walker
Volume 945, Page 605
4. Grantor : La Anna RodrigsKallenbach
Volume 945, Page 609
5. Grantor: F.E. Arnold, et ux
Volume 945, Page 614
6. Grantor : Forrest Bend Terry, et ux
Volume 945, Page 618
7. Grantor : GeorgeHoeldtke, et al
Volume 945, Page 622
8. The unrecorded License Agreement relating to Encroachment on Easement dated July 16, 2008, between Texas Municipal Power Agency and Pecan Pipeline Company regarding one underground 12" gas pipeline and two underground 8" gas pipelines, a copy of which is attached hereto.

**LICENSE AGREEMENT RELATING TO
ENCROACHMENT ON EASEMENT**

Date: July 17, 2008

File Code: T22 M16; Bowie 138 kV Transmission Line

Re: Pecan Pipeline Company
Proposed one 12" & two 8" Pipelines
Montague County

Dear Sir:

Pecan Pipeline Company (hereinafter referred to as User) has requested the Texas Municipal Power Agency ("TMPA") permission to use the area within the boundaries of TMPA's electric power line easement, recorded in volume 945, page 601, of the Real Property Records of Montague County, for the operation of one underground 12" and two underground 8" gas pipelines in a 50' easement (hereinafter, the "encroaching facility").

TMPA is agreeable to the construction of the encroaching facility, if the encroaching facility is located and described as shown on the attached drawing, marked Exhibit "A" and incorporated herein, and subject to the following terms and conditions:

1. It is understood and agreed that TMPA holds easement rights on the property involved; therefore, User will be required to obtain whatever rights and permission, other than TMPA's, that are necessary. This letter agreement shall extend to and be binding upon User and its heirs, successors, and assigns, and is not to be interpreted as a waiver of any rights held by TMPA under its easement.
2. User shall defend, indemnify and hold harmless TMPA, its employees and agents from and against any and all claims, expenses, (including attorney fees), damages, losses and judgments whether for bodily injury or damage to property **REGARDLESS IF CAUSED BY THE CONCURRENT NEGLIGENCE (BUT NOT THE SOLE NEGLIGENCE) OF TMPA OR ANY OTHER PARTY INDEMNIFIED HEREUNDER** arising out of or incident to the presence, construction, operation and maintenance of the encroaching facility.
3. Use of draglines or other boom-type equipment in connection with any work to be performed on the TMPA easement by User, its employees, agents, representatives or contractors must comply with Chapter 752, Texas Health and Safety Code, the National Electrical Safety Code and any other applicable safety or clearance requirements. Notwithstanding anything to the contrary herein, in no event shall any equipment be within fifteen feet of the TMPA power lines situated on the aforesaid property. User must notify the Supervisor

of Transmission, Tom Chambers, at (936) 873-1125 or Cell phone (979) 255-8614, 48 hours prior to the use of any boom-type equipment on the TMPA easement.

4. If in the future the encroaching facility, in the reasonable judgment of TMPA, does interfere with the use or enjoyment of its easement rights, TMPA shall notify User in writing that, within 90 days, the encroaching facility must be removed at User's sole cost. If at the end of the 90 day period the encroaching facility has not been removed, TMPA shall remove it at User's expense. TMPA will not be responsible nor will compensation be paid for damages incurred by such removal. However, in an emergency, TMPA shall have the right to immediately remove the encroaching facility. If the encroaching facility is removed, TMPA will not unreasonably withhold consent for User to relocate the encroaching facility within the easement.
5. It is expressly understood and agreed that if the property has transmission or distribution facilities located thereon, User shall not, except for the encroaching facility, place upon the premises any improvements including but not limited to, building, light standards, fences, shrubs, trees or signs unless approved in writing by TMPA.
6. It is agreed that no trash dumpsters, toxic substances or flammable material will be allowed on the easement.
7. TMPA will not be responsible for any costs of construction, operation and maintenance of User's encroaching facility. It is further agreed that TMPA shall not be liable for any damage to the encroaching facility herein agreed to as a result of TMPA's use pursuant to its easement, **REGARDLESS IF THE DAMAGE TO THE ENCROACHING FACILITY IS CAUSED BY TMPA'S NEGLIGENCE**. Any TMPA property damaged or destroyed by User or its agents and contractors shall be repaired or replaced by TMPA at User's expense and payment is due upon User's receipt of an invoice from TMPA.
8. Blasting is not permitted on the TMPA right of way.
9. Grading shall be done in order to leave the right of way in as nearly as possible to present condition. Spoil dirt and all trash shall be removed from the right of way. Slopes shall be graded so that TMPA vehicles may transit the right of way when required to maintain TMPA's facilities.
10. Shoring shall be required where approved excavation is within 10 feet of a structure and shall extend 20 feet each side of the centerline of the structure. Shoring shall be sufficient to withstand the added load of the structure and its footing. Ditches shall not be left open for extended periods of time. Shoring shall be removed and ditches properly backfilled as soon as practical. Backfill shall be thoroughly tamped. Water tamping shall not be permitted within this

area.

11. The TMPA right of way shall be protected from washing and erosion by a method approved by TMPA.
12. Construction equipment and materials shall not be stored on the right of way during construction.
13. It is understood and agreed that, in case of default by User or its agents in any of the terms and conditions herein stated and such default continues for a period of ten (10) days after TMPA notifies User of such default, TMPA may at its election forthwith terminate this agreement and upon such termination all of User's rights hereunder shall cease and come to an end. This agreement shall also terminate upon the abandonment of the encroaching facility.

If the foregoing terms and conditions are acceptable to Pecan Pipeline Company, please have the original and a copy of this letter agreement signed and returned to me at Texas Municipal Power Agency, P.O. Box 7000, Bryan, Texas 77805 within 30 days for final approval by TMPA. This letter agreement shall be effective only after final approval by TMPA.

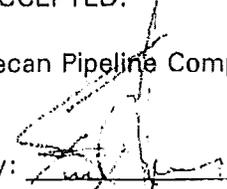
Yours very truly,



Hubert Nelson
Contract Land Specialist

ACCEPTED:

Pecan Pipeline Company

By:  _____

Title: Row Rep.

Date: 7-23-08

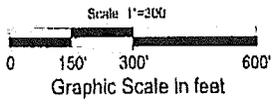
APPROVED:

Texas Municipal Power Agency


By: Gary Parsons

Title: General Manager

Date: 7/24/08



NOTE

1. Actual bearings shown hereon are correlated to the Texas Coordinate System, North Central Zone, based upon the North American Datum of 1983.

2. Surveyor has made no investigation or independent search for easements, or encumbrances of record.

LEGEND

DRMTC = Deed Records of Montague County, Texas

UU = Iron Rod Found

POB = Point of Beginning

POT = Point of Termination

PP = Power Pole

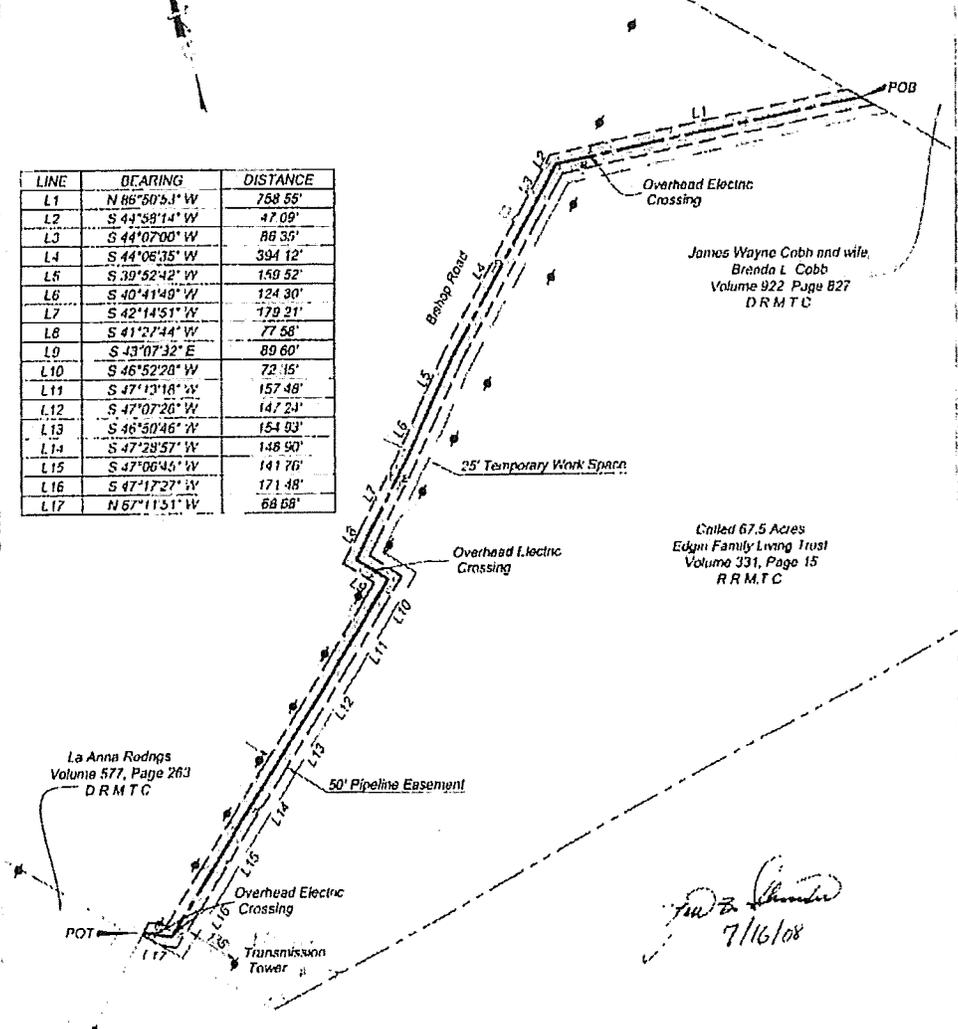
(P.A.S.) = Record Date

• = Birth wire found

• = Overhead Electric Line

EXHIBIT "A"

LINE	BEARING	DISTANCE
L1	N 86°50'53" W	758.55'
L2	S 44°58'14" W	47.09'
L3	S 44°07'00" W	88.35'
L4	S 44°06'35" W	394.12'
L5	S 39°52'42" W	150.52'
L6	S 40°41'49" W	124.30'
L7	S 42°14'51" W	179.21'
L8	S 41°27'44" W	77.58'
L9	S 43°07'32" E	89.60'
L10	S 46°52'20" W	72.15'
L11	S 47°13'18" W	157.48'
L12	S 47°07'26" W	147.24'
L13	S 46°50'46" W	154.93'
L14	S 47°28'57" W	148.90'
L15	S 47°06'45" W	141.76'
L16	S 47°17'27" W	171.48'
L17	N 67°11'51" W	68.68'



John E. Shumaker
7/16/08

REVISED:
Centerline Length
2879.13 Feet 180.55 Rods

**Pecan Pipeline
50' Pipeline Easement**
Crossing the
Edgin Family Living Trust Tract
Hill County School Land Survey
Abstract No. 319, Block 66
Montague County
Texas

JCA / JH *HydroTech*
Surveyors • Engineers • Planners • Hydrologists
8825 Manhattan Boulevard Suite 100
Fort Worth, Texas 70120
ph (817) 451-9000 fax (817) 451-9003
web: jca-hydro.com email: jca-hydro@jca-hydro.com

Preliminary

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

**BILL OF SALE
ASSIGNMENT OF EASEMENTS
AND DEED WITHOUT WARRANTIES**

STATE OF TEXAS §
 § **KNOW ALL BY THESE PRESENTS:**
COUNTY OF WISE §

That the City of Bryan, Texas, the City of Denton, Texas, the City of Garland, Texas, and the City of Greenville, Texas ("Grantors"), home rule municipalities, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, have sold, transferred and delivered, and by these presents do sell, transfer and deliver unto Brazos Electric Power Cooperative, Inc. ("Grantee") the following:

Those certain electric facilities, in place, known as the Bridgeport-Brazos Tap 138 kV Line, in Wise County, Texas, extending 7.7 miles from a tap structure at the Bridgeport East switching station owned by TMPA, to the dead-end structure in the East Bridgeport substation owned by Brazos Electric Power Cooperative, Inc., and the Bridgeport-Oncor Tap 138 kV Line, extending 0.4 miles from a tap structure owned by TXU Electric Delivery to the dead-end structure in the East Bridgeport Substation owned by Brazos Electric Power Cooperative, Inc., each line consisting of a single circuit on single pole wood structures, and being foundations, wood structures, cross-arms, insulators, static wire, associated hardware and electric conductors, including the transmission equipment described in Exhibit "A" (hereinafter, the "Transmission Facilities").

For the same consideration, Grantors have sold, assigned and transferred, and by these presents does sell, assign and transfer unto Grantee the transmission line easements described on Exhibit "B" attached hereto (hereinafter, the "Transmission Easements").

For the same consideration, Grantors have sold, assigned and transferred, and by these presents does sell, assign and transfer unto Grantee that certain tract of land conveyed to TMPA by warranty deed, dated November 5, 1991, executed by Edward Dill and wife, Thelma Dill as grantors, and recorded in Volume 423, Page 521, of the Real Property Records of Wise County, Texas (hereinafter, the "Transmission Tract").

This conveyance is subject to: (i) any and all visible and apparent easements and encroachments, whether of record or not; (ii) any and all covenants, conditions, reservations, restrictions, exceptions, easements, rights-of-way, mineral interests, mineral leases, or other instruments of record applicable to the Transmission Facilities, the Transmission Easements, the Transmission

Tract or any part thereof; and (iii) standby fees, taxes and assessments - if any - by any taxing authority for the year 2013 and subsequent years and subsequent taxes and assessments by any taxing authority for prior years due to changes in land usage or ownership, the payment of which Grantee hereby assumes.

THIS CONVEYANCE IS MADE WITHOUT WARRANTY, EXPRESS OR IMPLIED, AND GRANTORS EXPRESSLY DISCLAIM, EXCEPT AND EXCLUDE ANY AND ALL WARRANTIES OF TITLE OR OTHERWISE FROM THIS CONVEYANCE, INCLUDING - WITHOUT LIMITATION - ANY WARRANTIES ARISING UNDER COMMON LAW OR UNDER SECTION 5.023 OF THE TEXAS PROPERTY CODE OR OTHER STATUTE. As a material part of the consideration for the conveyances made herein, Grantors and Grantee agree that Grantee is taking the Property **“AS IS, WHERE IS, WITH ALL FAULTS.”**

TO HAVE AND TO HOLD the Transmission Facilities, the Transmission Easements, the Transmission Tract, together with all and singular the rights and appurtenances thereto and in anywise belonging unto Grantee, its successors and assigns forever; **WITHOUT WARRANTY AND SUBJECT IN ALL RESPECTS TO THE DISCLAIMERS SET FORTH ABOVE.**

EXECUTED this ____ day of _____, 2013.

CITY OF BRYAN, TEXAS

By: _____
Mayor

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

This instrument was acknowledged before me on _____, 2013, by Jason Bienski, Mayor of the City of Bryan, on behalf of the municipality.

Notary Public in and for the
State of Texas

Typed or Printed Name of Notary

My commission expires: _____

CITY OF DENTON, TEXAS

By: _____
Mayor

STATE OF TEXAS §
§
COUNTY OF DENTON §

This instrument was acknowledged before me on _____, 2013, by Mark Burroughs, Mayor of the City of Denton, Texas, on behalf of the municipality.

Notary Public in and for the
State of Texas

Typed or Printed Name of Notary

My commission expires: _____

CITY OF GARLAND, TEXAS

By: _____
Mayor

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 2013, by Ronald Jones, Mayor of the City of Garland, Texas, on behalf of the municipality.

Notary Public in and for the
State of Texas

Typed or Printed Name of Notary

My commission expires: _____

After recording, return to:

City of Garland, Texas
Attn: Electric Department Director
P.O. Box 469002
Garland, Texas 75046-9002

CITY OF GREENVILLE, TEXAS

By: _____
Mayor

STATE OF TEXAS §
 §
COUNTY OF HUNT §

This instrument was acknowledged before me on _____, 2013, by Steve Reid,
Mayor of the City of Greenville, Texas, on behalf of the municipality.

Notary Public in and for the
State of Texas

Typed or Printed Name of Notary

My commission expires: _____

EXHIBIT "A"
TRANSMISSION EQUIPMENT

1. Bridgeport East Switching Station, including 3 sets of three-phase disconnect switches and the transmission pole to which the switches are attached, located approximately 3 miles west of the City of Decatur and in-line with the Brazos Electric Power Cooperative, Inc. ("BEPC") Decatur to Greenwood 138kV transmission line section.

2. Communication circuits external to BEPC's microwave system to provide communications from SCADA ports at the Substation.

EXHIBIT B
TRANSMISSION EASEMENTS

The following easements conveyed to the Texas Municipal Power Agency as recorded in the Real Property Records of Wise County, Texas:.

1. Grantor: Glenn S. Pike
Volume 434, Page 102
2. Grantor: Edward Dill
Volume 780, Page 809
3. Grantor: Glenn S. Pike
Volume 423, Page 691
4. Grantor: Jimmy C. Wright
Volume 462, Page 565
5. Grantor : Ewing Watkins, et ux
Volume 423, Page 693
6. Grantor : Floyd Galloway
Volume 434, Page 110
7. Grantor : Chester Upham, Jr.
Volume 436, Page 340
8. Grantor : Buddy Johnson, et ux
Volume 434, Page 108
9. Grantor : James Isom
Volume 434, Page 104
10. Grantor : R.J. Coursey
Volume 434, Page 106
11. Grantor : Juanita Sue Green Lewis
Volume 434, Page 92
12. Grantor : Leta M. Coursey
Volume 424, Page 402
13. Grantor : Jimmy Carroll Green, et ux
Volume 423, Page 687

14. Grantor: Gaylord Lee Cato
Volume 424, Page 398
15. Grantor: Calvin Woolaver, et ux
Volume 425, Page 49
16. Grantor: Faith Temple of Wise Co.
Volume 423, Page 682
17. Grantor: Gloria Ann Busey Welch
Volume 423, Page 677
18. Grantor: Hollis Jones
Volume 424, Page 400
19. Grantor: Eddie L. Warren, et al
Volume 425, Page 613
20. Grantor: Troy Lutenbaker, et ux
Volume 435, Page 162
21. Grantor: Billie Ruth Peavy
Volume 423, Page 672
22. Grantor: Bruce Smith
Volume 441, Page 555
23. Grantor: Gary Shelton, et ux
Volume 435, Page 167
24. Grantor: Tommie Lee Reid
Volume 434, Page 389
25. Grantor: Bailey Stevens, et al
Volume 432, Page 78
26. Grantor : Addie Ruth Green
Volume 423, Page 687
27. Grantor : Bruce Smith
Volume 426, Page 218
28. Grantor : Melba Sue Harbaugh
Volume 432, Page 78