

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY DOCUMENT 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.

Line: F2-1/9
Collin County
JHS 11/26/19

ENCROACHMENT AGREEMENT

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

This Encroachment Agreement ("**Agreement**") is entered into as of this ____ day of January, 2020 (the "**Effective Date**") by and between ATMOS ENERGY CORPORATION, a Texas and Virginia corporation ("**Atmos Energy**") and COLLIN COUNTY TOLL ROAD AUTHORITY ("**Owner**").

BACKGROUND:

WHEREAS, Atmos Energy is the successor-in interest to the "grantee" under that certain easement recorded in Volume 243, Page 133 of the Deed Records of Collin County, Texas ("**Easement**");

WHEREAS, Owner owns certain real property ("**Property**") encumbered by the Easement, such Property being more particularly described on Exhibit "A" attached hereto;

WHEREAS, Atmos Energy currently maintains a natural gas pipeline and/or pipelines and the appurtenances thereto across the Property;

WHEREAS, Owner desires permission to construct, operate and maintain a roadway and pier as specifically described and shown on the attached drawing, marked Exhibit "B". (the "**Encroaching Facility**") within the boundaries of the Easement ("**Easement Area**"); and

WHEREAS, Atmos Energy is willing to permit Owner to construct, operate, and maintain the Encroaching Facility but in order to ensure Atmos Energy can continue to safely and efficiently carry out the purposes of the Easement, Atmos Energy has requested that Owner agree to the terms set forth below; and

WHEREAS, the Owner is agreeable to such terms.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Atmos Energy and Owner agree as follows:

1. Construction and Location of Encroaching Facility. Owner may construct and locate the Encroaching Facility in the Easement Area only as described and shown on the attached drawing, marked Exhibit "B" and in the specific location shown thereon. Owner shall comply with all conditions and requirements of Atmos Energy for the construction of the Encroaching Facility, including those set forth on that certain "no objection" letter dated 12/16/19 addressed to Mr. Chris Hill from Ed Ostrovich of Atmos Energy.

2. Maintenance of Encroaching Facility. Owner may not relocate the Encroaching Facility within the Easement Area, nor may Owner modify, enlarge or otherwise redesign the Encroaching Facility (such relocation, modification, enlargement, or redesign being an "**Alteration**") without the prior written consent of Atmos Energy, which consent shall be granted or withheld in Atmos' sole and absolute discretion. However, ordinary maintenance and repairs may be made to the Encroaching Facility without the consent of Atmos Energy so long as such maintenance and repairs: (i) are performed in such a manner as to maintain the Encroaching Facility as shown on Exhibit "B" hereto; (ii) do not involve excavation within the Easement Area; and (iii) do not require crossing of the pipeline by construction equipment (such ordinary maintenance or repairs which meet the foregoing conditions being "**Routine Maintenance**"). The foregoing notwithstanding, Atmos Energy shall not require the removal of the Encroaching Facility, or any part thereof, so long as the Encroaching Facility is constructed and located consistent with the drawing attached hereto as Exhibit "B", and in compliance with the criteria set forth in the "no objection" letter referenced in Paragraph 1 above. In the event of a conflict between the terms and provisions of this Agreement and the terms and provisions set forth in the "no objection" letter, the terms and provisions of the "no objection" letter shall control.

3. No Other Encroachments Permitted. Except as expressly permitted in the preceding paragraph, no other encroachments shall be permitted within the Easement Area. The provisions of Section 756.123 of the Texas Health and Safety Code (as amended or replaced) shall continue to govern any and all unapproved encroachments.

4. Notice. Owner must provide five (5) business days' written notice to Atmos Energy prior to commencing the initial installation of the Encroaching Facility, any subsequently approved Alteration, or any maintenance and repairs that do not qualify as Routine Maintenance. Any such notice shall be deemed received by Atmos Energy only upon physical receipt by Atmos Energy at the following address:

Atmos Energy Corporation
P.O. Box 650205
Dallas, TX 75265-0205
Attn: Right of Way Department

5. Restrictions on Use of Easement Area. Owner shall use only so much of the Easement Area as may be necessary to construct, maintain and repair the Encroaching Facility. Owner shall, at its own cost and expense, comply with all applicable laws, including but not limited to existing zoning ordinances, governmental rules and regulations enacted or promulgated by any governmental authority and shall promptly execute and fulfill all orders and requirements imposed by such governmental authorities for the correction, prevention and abatement of nuisances in or upon or connected with said Encroaching Facility. At the conclusion of any construction, Owner shall remove all debris and other materials from the Easement Area, excluding the Encroaching Facility itself, and restore the Easement Area to the same condition it was in prior to the commencement of Owner's construction thereon or in proximity thereto. Owner shall not place upon the Easement Area any improvements, including but not limited to, buildings, paving, parking, light standards, shrubs, trees or signs unless approved in advance in writing by Atmos Energy.

6. Maintenance of Encroaching Facility. Owner, at Owner's sole expense, shall maintain and operate the Encroaching Facility, and Atmos Energy will not be responsible for any costs of construction, reconstruction, operation, maintenance or removal of the Encroaching Facility.

7. Risk and Liability. Owner assume all risks and liability resulting or arising from or relating to Owner's use, the existing condition or location, or existing state of maintenance, repair or operation of the Easement Area. It is further agreed that Atmos Energy shall not be liable for any damage to the Encroaching Facility or interruption to Owner's business as a result of Atmos Energy's use or enjoyment of its Easement. Any Atmos Energy property damaged or destroyed by Owner or its agents, employees, invitees, contractors or subcontractors, or as a result of the presence of the Encroaching Facility within the Easement Area may, at Atmos Energy's option, be repaired or replaced by Atmos Energy at Owner's expense. Payment is due upon Owner's receipt of an invoice from Atmos Energy.

8. Removal by Atmos Energy. If at any time in the future, the Encroaching Facility, in the reasonable judgment of Atmos Energy, interferes with Atmos Energy's use or enjoyment of its easement rights, Atmos Energy shall have the right to require the removal of the Encroaching Facility. Atmos Energy shall notify Owner in writing that within 30 days the Encroaching Facility must be removed at Owner's sole cost. If at the end of the 30-day period the Encroaching Facility has not been removed, Atmos Energy may remove it, at Owner's expense. Atmos Energy will not be responsible nor will compensation be paid for damages incurred by such removal, including, but not limited to, damages for loss of use of the Encroaching Facility or business interruption. Additionally, in an emergency, Atmos Energy shall have the right to immediately remove the Encroaching Facility at Owner's sole expense. If the Encroaching Facility is removed, Atmos Energy will not unreasonably withhold consent for Owners to relocate the Encroaching Facility within the Easement Area.

9. Indemnification. Owner, ^{* TO THE EXTENT ALLOWED BY LAW,} as well as its successors and assigns, agrees to defend, indemnify and hold harmless Atmos Energy, its officers, agents and employees from and against any and all claims, demands, causes of action, loss, damage, liabilities, costs and expenses (including attorney's fees and court costs) of any and every kind or character, known or unknown, fixed or contingent, for personal injury (including death), property damage or

other harm for which recovery of damages is sought or suffered by any person or persons, including claims based on strict liability, arising out of or in connection with: (i) Owner's actions or omissions, or the actions or omissions of its officers, agents, associates, employees, contractors or subcontractors, within the Easement Area, or (ii) the existence of the Encroaching Facility; **REGARDLESS OF WHETHER OR NOT SUCH CLAIMS ARE FOUNDED IN WHOLE OR IN PART UPON ACTS OR OMISSIONS BY OR THE SOLE OR COMPARATIVE NEGLIGENCE OF ATMOS, ITS OFFICERS, AGENTS, REPRESENTATIVES, ASSOCIATES, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS.**

10. Default and Termination. It is understood and agreed that if Owner fails to comply with any of the terms and conditions contained herein for a period of five (5) days after Atmos Energy notifies Owner of such default, then Atmos Energy may at its election immediately terminate this Agreement, and upon such termination all of Owner's rights hereunder shall cease and come to an end. This Agreement shall also terminate upon the abandonment of the Encroaching Facility. Upon termination of this Agreement for any reason, the covenants and agreements herein shall immediately cease to run with the land and shall no longer be binding upon and for the benefit of the Property, Atmos Energy and Owner, and their respective successors, heirs and assigns.

11. Entire Agreement. This written Agreement contains the entire agreement of the parties hereto (other than any conditions and requirements relating to construction as described in Section 1) and there are no oral or other representations upon which the parties have relied upon in entering into this Agreement. This Agreement and the obligations and rights arising hereunder may not be modified nor waived except by written agreement signed by all parties.

12. Governing Law. The parties expressly agree that this Agreement is governed by and will be construed and enforced in accordance with Texas law without respect to Texas' choice of law rules.

13. Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall constitute the same instrument.

14. No Waiver. A waiver by Atmos Energy of a breach of this Agreement, or the failure of Atmos Energy to enforce any of the articles or other provisions of this Agreement will not in any way affect, limit or waive Atmos Energy's right to enforce and compel strict compliance with the same or other articles or provisions.

[Signature Pages Follow]

ATMOS ENERGY CORPORATION

By: _____

Name: KYLE SLAUGHTER

Title: VICE PRESIDENT OF OPERATIONS, MID-TEX DIVISION

Date: _____

STATE OF TEXAS §

 §

COUNTY OF _____ §

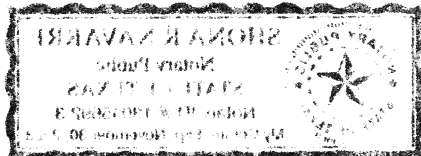
BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared, _____, the _____ of Atmos Energy Corporation, a Texas Corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the _____ day of _____, 2020.

Notary Public in and for the State of Texas

My Commission Expires: _____

Print Name: _____



OWNER

COLLIN COUNTY TOLL ROAD AUTHORITY

By: _____

Name: CHRIS HILL

Title: COUNTY JUDGE

Date: 4 FEB 2020

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared, CHRIS HILL, the COUNTY JUDGE of COLLIN COUNTY, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that s/he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said entity.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 4th day FEBRUARY, 2020.

Shona Navarre

Notary Public in and for the State of Texas

My Commission Expires: 11/30/23

Print Name: SHONA NAVARRE

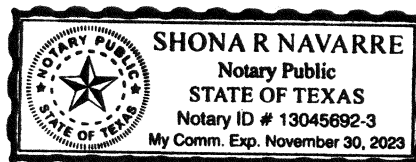


EXHIBIT A

20171013001370520 10/13/2017 09:04:40 AM D1 1/11

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.

When Recorded, Return To:
 Collin County Special Projects
 4690 Community Avenue, Ste. 200
 McKinney, Texas 75071
 Attn: Jeff Durham.

**COLLIN COUNTY TOLL ROAD AUTHORITY
 SPECIAL WARRANTY DEED
 (Parcel 13)**

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

THAT, **EQUITY TRUST COMPANY**, Custodian FBO Rex Glendenning, as shown in Special Warranty Deed recorded under cc# 20160621000778660, Real Property Records, Collin County, Texas ("**Grantor**"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by **COLLIN COUNTY TOLL ROAD AUTHORITY**, a political subdivision of the State of Texas ("**Grantee**"), the receipt and sufficiency of which is hereby acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto Grantee all of that certain lot, tract or parcel of land situated in Collin County, Texas, together with all improvements situated thereon and all rights, privileges and appurtenances thereto belonging (the "**Property**"), said lot, tract or parcel of land being more particularly described and/or depicted in Exhibit "A" attached hereto and made a part hereof.

This conveyance, however, is made and accepted subject to standby fees, taxes and assessments by any taxing authority for the year 2017, and subsequent years and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership and all validly existing encumbrances (other than mechanics' liens, mortgages, deeds of trust and other monetary liens), conditions and restrictions, relating to the Property as now reflected by the records of the County Clerk of Collin County, Texas (collectively, the "**Exceptions to Conveyance and Warranty**").

It is acknowledged and agreed that Grantee is acquiring the Property for the potential construction, maintenance, repair and operation thereon of a "**Project**" (as such term is defined in Section 284.001 of the Texas Transportation Code), proposed to be constructed and operated by Grantee, said Project to include the construction of turnpike lanes, service and frontage roads, approaches, interchanges, ramps, toll facilities, bridges, and buildings, all as defined in, permitted

by, and in accordance with the provisions of Chapter 284 of the Texas Transportation Code, to all terms of which Chapter reference is hereby made. The plans, specifications, and grade of any such Project shall be determined by the Grantee at its sole discretion, provided that the Project must include a service or frontage road abutting the Remaining Land (hereinafter defined) that is constructed at a reasonable elevation and otherwise so as to not create unreasonable access, visibility, marketability, or similar issues for the Remaining Land. The consideration exchanged between the parties hereto for the property interests acquired hereunder by Grantee shall be considered full compensation for such interests and for any severance damages, or any damages in the nature of damages to the remainder, or diminution in the value of, other lands belonging to Grantor, that may be claimed or asserted by virtue of such acquisition and use of the Property by Grantee, its successors or assigns. This provision shall not be construed as any restraint on the right of Grantee to convey fee simple title to the Property. Notwithstanding the area and the shape of the Property, this Special Warranty Deed shall be construed as conveying all rights and appurtenances incident to an ordinary conveyance of land.

If the Project is constructed on all or any portion of the Property, Grantor shall have no greater right to use, or right of access to, the Project than that of the general public, and shall have no direct access to the Project from Grantor's Remaining Land except as provided herein. Grantor shall have access to adjacent frontage roads, streets or other rights-of-way as determined by the appropriate entity exercising jurisdiction or control over said rights-of-way. Additionally, Grantee, by its acceptance of this Special Warranty Deed, acknowledges and agrees that Grantee is committed to providing (or causing to be provided) the maximum permissible access (and in all events, adequate access) from the Project to the balance of the property owned and retained by Grantor ("Remaining Land"), and said access commitment constitutes an essential element of consideration received by Grantee from Grantor for this conveyance; and that in satisfaction thereof, at least one (1) point of access for vehicular ingress and egress of a width acceptable to Grantor shall be granted along the future north right-of-way line of the Project, to be located at any point along said future north right-of-way line along the boundary of the Remaining Land (collectively, the "Access Point"). In connection with such Access Point, a development plan approved by the City of Celina for the affected area shall be required prior to issuance of a driveway permit, and, provided Grantor receives the committed access described above, driveway location and construction shall conform with Grantee's design standards.

Grantor shall have the right to reacquire the Property as set forth and subject to the provisions of Texas Property Code Section 21.101, and Texas Local Government Code Section 263.002.

Grantor reserves unto itself, its successors and assigns, a temporary access easement across the Property to provide necessary access to and from the Remaining Land to any public road or other property, which temporary access easement shall immediately terminate upon commencement of any construction activities on the Property for the Project.

Grantee shall not permit the Property to be used, in violation of any applicable laws, codes and/or regulations dealing with the environment.

TO HAVE AND TO HOLD the Property, together with all and singular the rights, privileges, and appurtenances thereto in anywise belonging, unto Grantee, its successors or assigns, forever; and Grantor does hereby bind itself, its successors or assigns, to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors or assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise and except for the Exceptions to Conveyance and Warranty.

Notwithstanding anything contained herein to the contrary, it is expressly understood and agreed that Grantor reserves and excepts from this conveyance, for Grantor and Grantor's successors and assigns, any and all oil, gas, and other minerals of every type and kind that are located on, in and under the Property.

GRANTEE ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR THE LIMITED WARRANTY OF TITLE IN THIS SPECIAL WARRANTY DEED, GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, EITHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO: (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, SUITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, (H) COMPLIANCE WITH ANY ENVIRONMENTAL LAWS (HEREINAFTER DEFINED) OR PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PROPERTY OF HAZARDOUS SUBSTANCES, (I) ANY INFORMATION RELATED TO THE PROPERTY, OR (J) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. GRANTEE ACKNOWLEDGES THAT NO PERSON HAS MADE ANY REPRESENTATION, AGREEMENT, STATEMENT, WARRANTY, GUARANTY OR PROMISE REGARDING THE PROPERTY; AND NO SUCH REPRESENTATION, WARRANTY, AGREEMENT, GUARANTY, STATEMENT OR PROMISE, IF ANY, MADE BY ANY PERSON ACTING ON BEHALF OF GRANTOR SHALL BE VALID OR BINDING UPON GRANTOR. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT IT HAS BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, AND GRANTEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR OR ITS AGENTS, AND GRANTEE ACCEPTS THE PROPERTY AND WAIVES AND RELEASES ALL OBJECTIONS, SUITS, CAUSES OF ACTION, DAMAGES, LIABILITIES, LOSSES, DEMANDS, PROCEEDINGS, EXPENSES AND CLAIMS (COLLECTIVELY, "CLAIMS") AGAINST GRANTOR (INCLUDING, BUT NOT LIMITED TO, ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY OR TO ANY HAZARDOUS SUBSTANCES ON THE PROPERTY. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT

**PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS
MADE "AS IS, WHERE IS AND WITH ALL FAULTS" AND WITHOUT ANY
REPRESENTATION OR WARRANTY BY GRANTOR EXCEPT THE LIMITED WARRANTY
OF TITLE CONTAINED IN THIS SPECIAL WARRANTY DEED.**

[SIGNATURES TO FOLLOW ON NEXT PAGE]

EXECUTED this 10 day of October, 2017.

GRANTOR:

EQUITY TRUST COMPANY,
Custodian FBO Rex Glendenning,
as shown in Special Warranty Deed
recorded under cc# 20160621000778660,
Real Property Records, Collin County,
Texas

By: Matthew Collier
Name: MATTHEW COLLIER
Title: Corporate Alternate Signer

THE STATE OF Ohio §
COUNTY OF Cuyahoga §

This instrument was acknowledged before me on October 10, 2017, by
Matthew Collier, the CORP ALT SIGNER of
EQUITY TRUST COMPANY, Custodian FBO Rex Glendenning, as shown in Special Warranty
Deed recorded under cc# 20160621000778660, Real Property Records, Collin County, Texas.



JENNIFER GIBBONS
NOTARY PUBLIC
FOR THE
STATE OF OHIO
My Commission Expires
May 4, 2022

Jennifer Gibbons
Notary Public in and for
the State of Ohio

My Commission Expires:

Jennifer Gibbons
Printed Name of Notary

EXHIBIT "A"

COUNTY: COLLIN
HIGHWAY: COLLIN COUNTY OUTER LOOP
SEGMENT 3n
PAGE 1 OF 4
DATE: MARCH 7, 2016
REVISION 3 DATE: SEPTEMBER 5, 2017
DESCRIPTION FOR PARCEL 13

BEING A 5.293 ACRE TRACT OF LAND, MORE OR LESS, IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 167, COLLIN COUNTY, TEXAS, AND BEING A PART OF THAT TRACT OF LAND DESCRIBED IN DEED TO EQUITY TRUST COMPANY, CUSTODIAN FBO REX GLENDENING, ACCOUNT #200068344 RECORDED IN INSTRUMENT NO. 20160621000778660 OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS (O.P.R.C.C.T.), SAID 5.293 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" CAPPED IRON ROD FOUND (CIRF) STAMPED "WISDOM RPLS 3646" IN A SOUTHERLY LINE OF SAID EQUITY TRUST COMPANY TRACT, SAME BEING THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO ENSERCH CORPORATION ATMOS ENERGY/MID-TEX DIVISION RECORDED IN VOLUME 467, PAGE 189 O.P.R.C.C.T., ALSO BEING THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO ATMOS ENERGY CORPORATION RECORDED IN INSTRUMENT NO. 20170208000174940 O.P.R.C.C.T., HAVING A COORDINATE OF NORTH 7,159,100.83, EAST 2,490,787.91;

- 1) THENCE SOUTH 89 DEGREES 16 MINUTES 46 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID EQUITY TRUST COMPANY TRACT AND THE NORTHERLY LINE OF SAID ENSERCH CORPORATION TRACT, PASSING A 1/2" CAPPED IRON ROD FOUND (CIRF) STAMPED "WISDOM RPLS 3646" AT A DISTANCE OF 49.93 FEET, CONTINUING A TOTAL DISTANCE OF 50.22 FEET TO THE NORTHWEST CORNER OF SAID ENSERCH CORPORATION TRACT, SAME BEING IN THE EASTERLY RIGHT-OF-WAY (ROW) LINE OF A TRACT OF LAND TO BNSF RAILROAD WITH A 100 FOOT ROW (NO RECORDED INFORMATION FOUND);
- 2) THENCE NORTH 11 DEGREES 20 MINUTES 27 SECONDS EAST ALONG THE WESTERLY LINE OF SAID EQUITY TRUST COMPANY TRACT, SAME BEING THE COMMON EASTERLY LINE OF SAID BNSF RAILROAD TRACT, A DISTANCE OF 503.87 FEET TO A 5/8" CAPPED IRON ROD SET STAMPED "LAMB-STAR" (CIRS) IN THE NORTHERLY PROPOSED ROW LINE OF COLLIN COUNTY OUTER LOOP (CCOL), SAME BEING A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 4250.00 FEET AND A RADIAL BEARING OF SOUTH 02 DEGREES 39 MINUTES 53 SECONDS EAST;
- 3) THENCE OVER AND ACROSS SAID EQUITY TRUST COMPANY TRACT AND ALONG SAID NORTHERLY ROW OF CCOL AND WITH SAID CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 03 DEGREE 58 MINUTES 08 SECONDS, AN ARC LENGTH OF 294.39 FEET, A CHORD BEARING OF NORTH 89 DEGREES 19 MINUTES 11 SECONDS EAST, AND A CHORD LENGTH OF 294.33 FEET TO A CIRS IN THE EASTERLY LINE OF SAID EQUITY TRUST COMPANY TRACT, SAME BEING THE COMMON WESTERLY LINE OF A TRACT OF LAND DESCRIBED IN DEED TO AYALA METRO PARK PROPERTIES, LTD. RECORDED IN VOLUME 5431, PAGE 6738 O.P.R.C.C.T.;

EXHIBIT "A"

COUNTY: COLLIN
HIGHWAY: COLLIN COUNTY OUTER LOOP
SEGMENT 3a
PAGE 2 OF 4
DATE: MARCH 7, 2016
REVISION 3 DATE: SEPTEMBER 5, 2017
DESCRIPTION FOR PARCEL 13

- 4) THENCE SOUTH 01 DEGREES 18 MINUTES 18 SECONDS EAST ALONG SAID COMMON LINE, A DISTANCE OF 667.28 FEET TO A CIRC AT THE SOUTHEAST CORNER OF SAID EQUITY TRUST COMPANY TRACT, SAME BEING THE SOUTHWEST CORNER OF SAID AYALA METRO PARK PROPERTIES TRACT, ALSO BEING IN THE NORTH LINE OF A CALLED 0.5683 ACRE TRACT OF LAND DESCRIBED IN DEED TO THE CITY OF CELINA, TEXAS RECORDED IN VOLUME 5573, PAGE 1507 O.P.R.C.C.T., AND FURTHER BEING IN THE APPROXIMATE CENTERLINE OF COUNTY ROAD 53 (CR53);
- 5) THENCE SOUTH 89 DEGREES 21 MINUTES 33 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID EQUITY TRUST COMPANY TRACT, AND THE COMMON NORTHERLY LINE OF SAID 0.8583 ACRE CITY OF CELINA TRACT, AND THE APPROXIMATE CENTERLINE OF CR53, A DISTANCE OF 393.61 FEET TO A MAG NAIL SET AT THE SOUTHWEST CORNER OF SAID EQUITY TRUST COMPANY TRACT, SAME BEING THE SOUTHEAST CORNER OF SAID ENSERCH CORPORATION TRACT;
- 6) THENCE NORTH 11 DEGREES 24 MINUTES 02 SECONDS EAST ALONG THE WESTERLY LINE OF SAID EQUITY TRUST COMPANY TRACT, SAME BEING THE COMMON EASTERLY LINE OF SAID ENSERCH CORPORATION TRACT, PASSING AN "X" CUT FOUND AT A DISTANCE OF 23.20 FEET, CONTINUING A TOTAL DISTANCE OF 28.13 FEET TO THE SOUTHWEST CORNER OF SAID ATMOS ENERGY CORPORATION TRACT, SAME BEING THE NORTHERLY PRESCRIPTIVE ROW LINE OF CR53;
- 7) THENCE NORTH 89 DEGREES 47 MINUTES 00 SECONDS EAST ALONG THE COMMON SOUTHERLY LINE OF SAID ATMOS ENERGY CORPORATION TRACT AND THE NORTHERLY PRESCRIPTIVE ROW LINE OF CR53, A DISTANCE OF 50.05 FEET TO A 1/2" ALUMINUM CIRC STAMPED "FRN:100465-00" AT THE SOUTHEAST CORNER OF SAID ATMOS ENERGY CORPORATION TRACT;
- 8) THENCE NORTH 11 DEGREES 22 MINUTES 23 SECONDS EAST ALONG THE EASTERLY LINE OF SAID ATMOS ENERGY CORPORATION TRACT, A DISTANCE OF 150.06 FEET TO A 1/2" ALUMINUM CIRC STAMPED "FRN:100465-00" AT THE NORTHEAST CORNER OF SAID ATMOS ENERGY CORPORATION TRACT;
- 9) THENCE SOUTH 89 DEGREES 42 MINUTES 13 SECONDS WEST ALONG THE NORTHERLY LINE OF SAID ATMOS ENERGY CORPORATION TRACT, A DISTANCE OF 49.99 FEET TO THE POINT OF BEGINNING AND CONTAINING 5.293 ACRES (230,574 SQUARE FEET) OF LAND, MORE OR LESS.

EXHIBIT "A"

COUNTY: COLLIN
HIGHWAY: COLLIN COUNTY OUTER LOOP
SEGMENT 3a
PAGE 3 OF 4
DATE: MARCH 7, 2016
REVISION 3 DATE: SEPTEMBER 5, 2017
DESCRIPTION FOR PARCEL 13

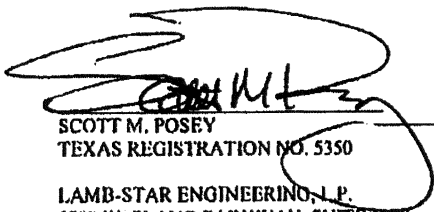
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE FROM AN ON THE GROUND SURVEY PERFORMED BY LAMB-STAR ENGINEERING FROM JULY TO NOVEMBER OF 2013 AND JUNE TO JULY OF 2015, WITH THE SET ROW MONUMENTATION COMPLETED ON MARCH 7, 2016 UNDER MY DIRECT SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

BASIS OF BEARING: TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH CENTRAL ZONE (4202), ALL DISTANCES AND COORDINATES SHOWN ARE SCALED USING A SURFACE ADJUSTMENT FACTOR OF 1.00015271.

COORDINATE VALUES DERIVED USING THE WESTERN DATA SYSTEM VRS NETWORK.

RESEARCH FOR PROPERTY RECORDING INFORMATION SHOWN HEREON WAS PERFORMED BY LAMB-STAR ENGINEERING IN JUNE OF 2015.

A PLAT OF EVEN SURVEY DATE HERewith ACCOMPANIES THIS DESCRIPTION.


SCOTT M. POSEY
TEXAS REGISTRATION NO. 5350

LAMB-STAR ENGINEERING, L.P.
5700 W. PLANO PARKWAY, SUITE 1000
PLANO, TEXAS 75093
PH. (214) 440-3600
FIRM REGISTRATION CERTIFICATE NO. 10048300
SEPTEMBER 5, 2017





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Stacey Kemp, County Clerk
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