

WHEREAS, Atmos Energy is willing to partially release the Property from the Easement as set out below, 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 Landowner agree to certain covenants and restrictions; and

WHEREAS, the Landowner is agreeable to the covenants and restrictions set forth below.

AGREEMENT

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

1. Partial Release. Atmos Energy does hereby partially release the Property from the Easement, SAVE AND EXCEPT:

- a. A strip of land variable in width described in metes and bounds as shown on the plat attached hereto as Exhibit "A" (the "Defined Easement Area") and incorporated herein by reference for all purposes.
- b. The right of ingress to, and egress from, the Defined Easement Area on, over, and across the Property.

It is expressly understood and agreed that this partial release is limited to the Property. The Easement shall remain in full force and effect with respect to the remainder of the land covered by the Easement, as though this partial release had not been executed. This partial release shall also not in any way affect, alter or diminish the right of Atmos Energy (or any subsequent successor or assign) to exercise its rights under the Easement to the fullest extent possible within the Defined Easement Area.

2. Covenants and Restrictions. Landowner agrees that the Defined Easement Area shall remain free and unobstructed, and that Atmos Energy has the right to: (i) clear, trim, cut down, remove and prevent trees, shrubbery and other vegetation within the Defined Easement Area; (ii) remove or prevent possible present or future hazards within the Defined Easement Area; (iii) remove, or prevent the construction of, any and all temporary or permanent obstructions or improvements, including, by way of example and without limitation, buildings, structures, sheds, barns, dwellings, car ports, garages, cemeteries, reservoirs, ditches, drainage features, livestock pens, fences, walls, signs, improved playgrounds, pools, decks, towers, utility lines, pipelines, poles, salvage or storage yards, septic systems, paving, or parking; and (iv) prevent activities (including, without limitation, blasting, seismic testing, drilling, excavation, earthwork, and grading); any of which, in the sole judgment of Atmos Energy may presently, or possibly in the future, endanger or interfere with the efficient, safe, or convenient construction, operation, maintenance, inspection, repair or replacement of its pipeline(s) and/or appurtenances.

3. Breach of Covenants and Restrictions. Any violation by Landowner of the forgoing restrictions without the express written approval of Atmos Energy shall give rise to the immediate right of Atmos Energy to remove some, all or portions of the encroachments, at any time, without notice, at Landowner's sole cost. Atmos Energy shall have no liability for any damage caused to the encroachments or the Property as a result of such removal. In addition to the foregoing, Atmos Energy shall also have the right to seek injunctive relief to remedy or prevent such violation, with all attorney's fees and legal costs to be borne by Landowner. This paragraph shall not limit Atmos Energy's ability to seek other legal remedies.

4. Subdivision. Unless approved in advance by Atmos Energy in writing, any future subdivision plat for the Property shall show the Defined Easement Area as open green space, and no public or private easements shall be dedicated within the Defined Easement Area by such plat. Residential lot lines crossing the Defined Easement Area are not permitted. No fences may be built within the Defined Easement Area except for commonly accepted agricultural and ranching fences (such as barbed wire) that cross the easement at an angle between 45 – 90 degrees. Atmos shall retain the right to install gates into any such fences if necessary to access the Easement Area.

5. Texas Health and Safety Code. This Partial Release shall not be construed as a written agreement between Atmos Energy and Landowner for purposes of Section 756.122 of the Texas Health and Safety Code (or any successor statute).

6. Binding on Successor and Assigns. This Partial Release shall constitute covenants running with the land, binding upon Landowner, and all Landowner's heirs, legal representatives, successors and assigns.

7. No Waiver. The failure by Atmos Energy to assert any right under the Easement or this Partial Release shall not constitute a waiver. Further, any delay by Atmos Energy in asserting any right under the Easement or this Partial Release, regardless of the length of any such delay, shall not prevent Atmos Energy from later asserting or otherwise enforcing that same right, including but not limited to the right to prevent or remove any encroachments within the Defined Easement Area as provided above.

[Signature Page Follows]

EXECUTED this 22 day of January, 2024

LANDOWNER (S):

[Signature]
(SIGNATURE)

(SIGNATURE)

Vijay Borra
(NAME)

(NAME)

828 MANGO CT
(ADDRESS)

(ADDRESS)

COFFELL - TX - 75019

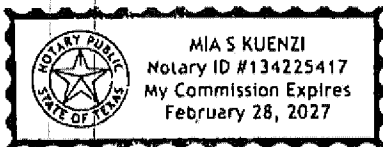
STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared Vijay Borra, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22 day of January, 2024

[Signature]
Notary Public in and for the State of Texas



Mia Kuenzi
(Print Name of Notary Public Here)

My Commission Expires: 2/28/27

EXECUTED this 26th day of January, 2024

ATMOS ENERGY CORPORATION

By: *Robert R Cook*
Name: ROBERT R COOK

Title: Vice President Operations

Mid-Tex Division

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Robert R Cook, **VICE PRESIDENT OPERATIONS, MID-TEX DIVISION, OF ATMOS ENERGY CORPORATION**, a Texas and Virginia corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he 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, this the 26th day of January, 2024

Tyler R Skaggs
Notary Public in and for the State of Texas

Tyler R Skaggs
(Print Name of Notary Public Here)

My Commission Expires: 3/28/27

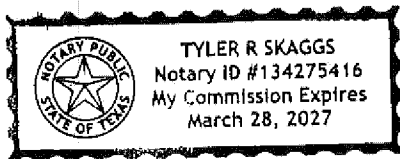


EXHIBIT A

Page 1 of 3

**A VARIABLE WIDTH
ATMOS GAS EASEMENT
44,001 Sq. Ft./1.010 Acres
Part of Lots 3, 4, 14 and 15 of
COPPELL HEIGHTS ADDITION
McKinney & Williams Survey, A-1054
City of Coppell, Dallas County, Texas**

EXHIBIT A

BEING a 1.010 acre strip of land, situated in the City of Coppell, in the McKinney & Williams Survey, Abstract No. 1054 and being part of Lots 3, 4, 14 and 15 of Coppell Heights Addition, an addition to the City of Coppell, Texas, according to the plat thereof, recorded in Volume 32, Page 229. Map Records, Dallas, County, Texas (M.R.D.C.T.) and as further described in a deed to Coppell Lake Breeze. LLC, recorded in Instrument No. 201400133829, Official Public Records, Dallas County, Texas (O.P.R.D.C.T.) and said strip of land being more particularly described by metes & bounds as follows:

BEGINNING at a 5/8 inch iron rod, topped with a yellow plastic cap, stamped "JDJR", found on the east right-of-way line of S. Beltline Road (120' wide right-of-way) for the southwest corner of the above described Lot 3 and same being the northwest corner of Lot 2 as described in a deed to First Security Bank And Trust, recorded in Volume 81064, Page 2032, Deed Records, Dallas County, Texas (D.R.D.C.T.);

THENCE: North 00 deg. 37 min. 44 sec. West, along the east right-of-way line of said S. Beltline Road and the west line of said Lot 3, a distance of 63.06 feet to a 1/2 inch iron rod, topped with a yellow plastic cap, stamped "Easement Corner", set for the northwest corner of this hereinafter described strip of land;

THENCE: North 80 deg. 38 min. 32 sec. East, departing from said S. Beltline Road, over and across said Lots 3, 4 and 14, a distance of 485.62 feet to a 1/2 inch iron rod, topped with a yellow plastic cap, stamped "Easement Corner", set for the northeast corner of this strip of land, on the east line of said Lot 14 and the west right-of-way line of Sanders Loop (60' wide right-of-way);

THENCE: South 00 deg. 37 min. 44 sec. East, along the west right-of-way line of said Sanders Loop and the east line of said Lots 14 and 15, a distance of 101.17 feet to a 1/2 inch iron rod, topped with a yellow plastic cap, stamped "Easement Corner", set for the southeast corner of this strip of land;

THENCE: South 80 deg. 38 min. 32 sec. West, departing from said Sanders Loop, over and across said Lot 15, a distance of 243.56 feet to a 1/2 inch iron rod, topped with a yellow plastic cap, stamped "Easement Corner", set for an angle corner on the south line of said Lot 3 and the north line of the above described Lot 2 and said point bears South 89 deg. 42 min. 06 sec. West - 0.59 feet from a 5/8 inch iron rod, topped with a yellow plastic cap, stamped "JDJR", found for the southwest corner of said Lot 15 and the southeast corner of said Lot 3;

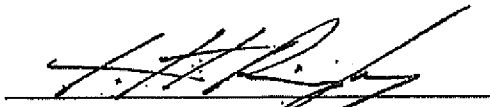
THENCE: South 89 deg. 42 min. 06 sec. West, along the common line of said Lots 2 and 3, a distance of 239.26 feet to the **POINT OF BEGINNING** and containing 44,001 square feet or 1.010 acres of land.

Note:

The bearings shown hereon are geodetic derived from GPS observations and measurements utilizing the StarNET RTK Network and also referenced to City of Coppell Monuments No. 13 and No. 17, NAD83, Texas State Plane Coordinates, North Central Zone (4202).

An Easement Exhibit of equal date accompanies this metes & bounds description.

Prepared Under My Hand & Seal,
This 1st Day of September 2023.



Lawrence H. Ringley, R.P.L.S.
State of Texas, No. 4701

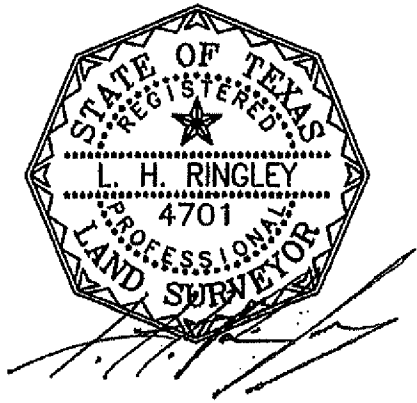
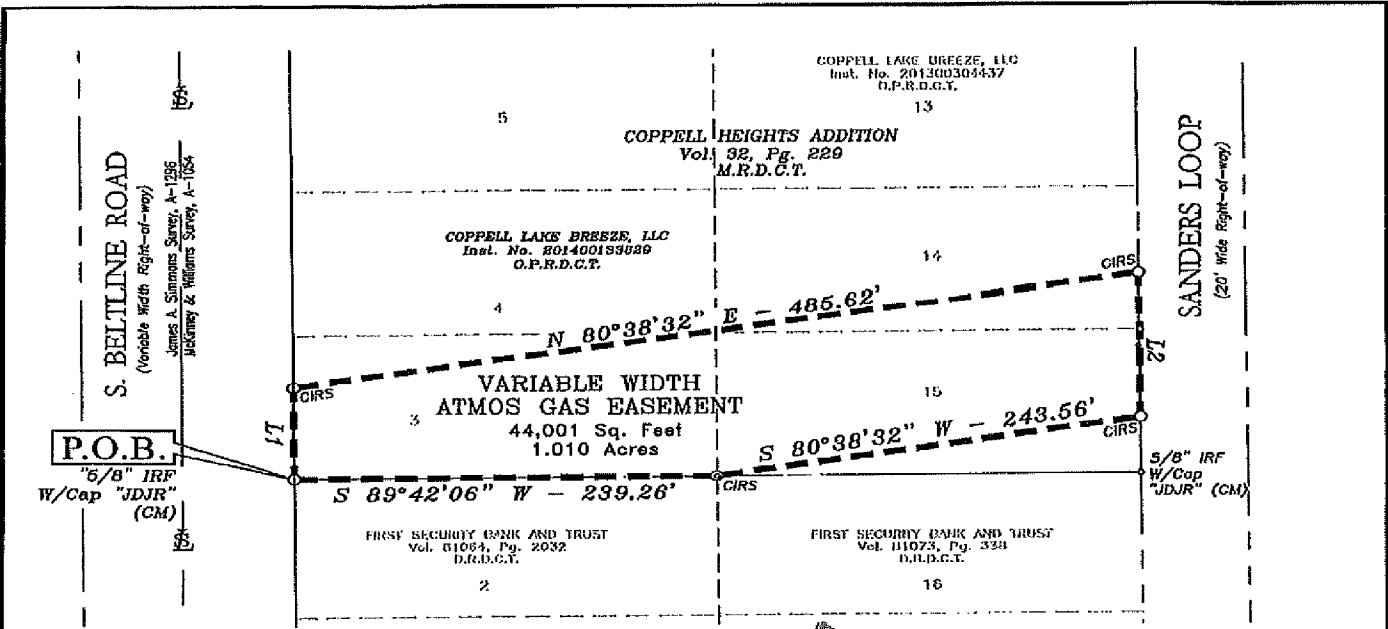


EXHIBIT A



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 00°37'44" W	63.06'
L2	S 00°37'44" E	101.17'

EXHIBIT A



Scale: 1"=100'



LEGEND

- P.O.B. = POINT OF BEGINNING
- Inst. = Instrument
- Vol. = Volume
- Pg. = Page
- M.R.D.C.T. = Map Records, Dallas County, Texas
- D.R.D.C.T. = Deed Records, Dallas County, Texas
- O.P.R.D.C.T. = Official Public Records, Dallas County, Texas
- IRF = Iron Rod Found
- CIRS = 1/2" Iron Rod Set with yellow plastic cap, stamped "Easement Corner"
- CM = Controlling Monument

EXHIBIT A


PAGE 3 OF 3

**A VARIABLE WIDTH
ATMOS GAS EASEMENT
44,001 Sq. Ft./1.010 Acres
LOTS 3,4,14 and 15
COPPELL HEIGHTS ADDITION
situated in
McKinney & Williams Survey, A-1054
City of Coppel, Dallas County, Texas**

REFERENCE BEARING

The bearings shown hereon are geodetic derived from GPS observations and measurements utilizing the StarNET RTK Network and also referenced to City of Coppel Monuments No. 13 and No. 17, NAD83, Texas State Plane Coordinates, North Central Zone (4202).

A metes & bounds description of equal date accompanies this Easement Exhibit.

 RINGLEY & ASSOCIATES, INC. SURVEYING · MAPPING · PLANNING Texas Firm Registration No. 10001300 701 S. Tennessee - McKinney, Texas 75069 (972) 542-1288		
Drawn by	Date	Scale
Mark Staab	09/01/2023	1" = 100'
Job	Title	Sheet
2023-049	2023-049-EX-GAS.DWG	3 of 3

**Dallas County
John F. Warren
Dallas County Clerk**

Instrument Number: 202400016371

eRecording - Real Property

Recorded On: January 26, 2024 10:58 AM

Number of Pages: 9

" Examined and Charged as Follows: "

Total Recording: \$53.00

******* THIS PAGE IS PART OF THE INSTRUMENT *******

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

File Information:

Document Number: 202400016371
Receipt Number: 20240126000310
Recorded Date/Time: January 26, 2024 10:58 AM
User: Lynn G
Station: Cc147

Record and Return To:

Simplifile



**STATE OF TEXAS
COUNTY OF DALLAS**

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

John F. Warren
Dallas County Clerk
Dallas County, TX

A handwritten signature in black ink, appearing to be "JFW", is written over the printed name of John F. Warren.