

REAL ESTATE SALES CONTRACT

STATE OF TEXAS

COUNTY OF COLLIN

THIS REAL ESTATE SALES CONTRACT (this "Contract") is made by and between the **CITY OF FRISCO, TEXAS**, a home-rule municipality, 6101 Frisco Square Boulevard, Frisco, Texas 75034 ("Seller"), and **ONCOR ELECTRIC DELIVERY COMPANY LLC**, a Delaware limited liability company, 115 W. 7th Street, Suite 505, Fort Worth, Texas 76102 ("Purchaser"), upon the terms and conditions set forth herein.

ARTICLE I.

1.01. Seller hereby sells and agrees to convey by Special Warranty Deed (the "Deed"), and Purchaser hereby purchases and agrees to pay for, that certain tract of real estate, and any improvements located thereon, being approximately 5.85 acres situated in the City of Frisco, Collin County, Texas, as more particularly described on the attached Exhibit A (the "Real Property").

Seller also sells and agrees to convey, and Purchaser hereby agrees to pay for, all and singular, the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, roads, alleys or rights-of-way, together with all improvements, fixtures, and personal property situated on and attached to the property (all of such Real Property, rights, and appurtenances being hereinafter collectively referred to as the "Property"), for the consideration and upon the terms and conditions hereinafter set forth.

**ARTICLE II.
PURCHASE PRICE**

Amount of Purchase Price

2.01. The purchase price (herein called the "Purchase Price") for said Property shall be ONE HUNDRED THOUSAND AND NO/100s DOLLARS (\$100,000.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in all cash at closing.

**ARTICLE III.
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

3.01. The obligation of Purchaser hereunder to consummate the transaction contemplated hereby is subject to the satisfaction of each of the following conditions (any of which may be waived in writing in whole or in part by Purchaser at or prior to the closing).

Preliminary Title Commitment

3.02. Within twenty (20) days after the execution date of this Contract, Purchaser, at Purchaser's sole cost and expense, shall have caused Reunion Title Company, 1700 Redbud Blvd., Suite 300, McKinney, Texas 75069, Attn: Deanna Dean (the "Title Company") to issue a preliminary title commitment (the "Title Commitment"), accompanied by true, correct and legible copies of all recorded documents relating to easements, rights-of-way, and any instruments referred to in the Title Commitment as constituting exceptions or restrictions upon the title of Seller.

Survey

3.03. Within two (2) days after the execution of this Contract, Seller shall cause to be delivered to Purchaser a copy of Seller's existing survey ("Survey") of the Property, if such

Survey exists. In the event Purchaser shall determine that a new survey shall be required (the "New Survey"), Purchase may obtain, at Purchaser's sole cost and expense, a New Survey of the Property.

Review Period

3.04. Purchaser shall have ten (10) days (the "Review Period") after Purchaser's receipt of the later of the New Survey, Title Commitment and Title Documents to review same and to deliver in writing to Seller such objections as Purchaser may have to anything contained in them (the "Objection Notice"), and in the event Purchaser states that the condition is not satisfactory, Seller may, but shall not be obligated to, undertake to eliminate or modify all such unacceptable matters to the reasonable satisfaction of Purchaser. Seller shall be under no obligation to incur any cost in so doing. Purchaser hereby agrees that zoning ordinances and any items not objected to timely by Purchaser shall hereinafter be deemed to be permitted exceptions (the "Permitted Exceptions") and Purchaser shall not be entitled to object to the status of title, the survey or avoid the Closing on account of such Permitted Exceptions. In the event Seller is unable or unwilling to cure any objections contained in the Objection Notice within ten (10) days after receipt of same, Purchaser may, by written notice delivered within five (5) days thereafter, terminate this Contract and the Escrow Deposit shall be forthwith returned by the Title Company to Purchaser. Notwithstanding anything in this Contract to the contrary, in no event shall any mortgage, deed of trust, judgment lien, mechanic's or materialman's lien, or other lien or encumbrance securing indebtedness or removable by payment of a liquidated sum of money, or any new lien, encumbrance or other matter that is not reflected by the initial Title Commitment delivered to Purchaser or the New Survey but is reflected by an updated title commitment or the New Survey (collectively, the "Mandatory Cure Items") be a Permitted Exception and Seller

shall, in all instances, be obligated to remove, cure or insure around all Mandatory Cure Items at or prior to Closing.

City Council Approval

3.05. The Purchaser's obligations under this Contract are further contingent upon the approval of the City Council of the City of Frisco of the following items: 1) Purchaser's Application for a Special Use Permit to construct and operate an electrical substation and associated equipment on the Real Property and 2) a Chapter 380 Agreement executed by Seller, in form and substance acceptable to Purchaser and Seller. If either item 1) or 2) listed above do not occur by December 31, 2016, Purchaser is relieved of all obligations under this agreement and entitled to the return of any and all payments to Seller of any form related to the bid, purchase and sale of the Real Property. Notwithstanding anything in this Contract to the contrary, Seller's obligations under this Contract are contingent upon Purchaser's approval of a Chapter 380 Agreement executed and delivered by Purchaser, in form and substance acceptable to Purchaser and Seller, by December 31, 2016; if Purchaser does not execute and deliver a mutually acceptable Chapter 380 Agreement, Seller is relieved of all obligations under this Contract and shall return any and all payments to Purchaser of any form related to the bid, purchase and sale of the Real Property. Notwithstanding anything in this Contract to the contrary, Purchaser acknowledges and agrees that nothing in this Contract or in any other agreement between the parties guarantees or constitutes a covenant regarding the future zoning or other land use approval for the Real Property and that Seller has not made any representations or guarantees regarding the same.

**ARTICLE IV.
CLOSING**

4.01. The Closing shall be at the offices of the Title Company on or before the 10th day after Seller provides written notice to Purchaser of Seller's completion of removal of City-owned sewer facilities existing on the Real Property as of the execution date of this Contract (which date is herein referred to as the "Closing Date").

4.02. At the closing, Seller shall:

(a) Deliver to Purchaser a duly executed and acknowledged Special Warranty Deed, which shall include reversionary language that if an electrical substation facility is not constructed and in service on the Property on or before July 1, 2018 (as such date may be extended by force majeure, specifically including the Seller's failure to remove or delay in removal beyond January 30, 2017 of City-owned sewer facilities existing on the Real Property as of the execution date of this Contract), this conveyance shall be voidable by Seller, in Seller's sole discretion, by providing written notice thereof to Purchaser, in which event the Property will revert to Seller upon payment by Seller to Purchaser of a sum equal to the Purchase Price. The Special Warranty Deed shall convey good and indefeasible title in fee simple to all of the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, and restrictions, except for the following:

1. Any exceptions approved or waived by Purchaser pursuant to this Contract; and

2. Any exceptions approved by Purchaser in writing.

(b) Deliver to Purchaser, at Purchaser's sole cost and expense, a Texas Owner's Title Policy issued by the Title Company, in Purchaser's favor in the full amount of the Purchase Price, insuring Purchaser's fee simple title to the Property, subject only to those title exceptions

listed in this Contract, such other exceptions as may be approved in writing by Purchaser or waived by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy containing a survey exception deletion, at the expense of the Purchaser, except as to shortages in area.

(c) Deliver to Purchaser possession of the Property.

4.03. At the Closing, the Escrow Deposit shall be released to Seller and no other compensation will be paid.

4.04. No state, county, or municipal taxes will be collected or prorated at Closing since the Seller is a tax exempt entity. Seller shall be solely responsible for the payment of any agricultural exemption tax rollback, change of use or ownership or similar assessments, charges, taxes or fees which are or may become due against the Property that relate to periods before the Closing Date (collectively, "rollback taxes"). At the Closing, Purchaser shall receive a credit (which shall constitute payment by Seller per the previous sentence) against the Purchase Price in an amount equal to the estimated rollback taxes which would be due and owing by Seller if the rollback taxes were paid effective as of the Closing Date. Prorations for the tax year in which the Closing occurs shall be calculated as if the use of the Property will change to commercial uses immediately upon Closing, such that the proration of ad valorem taxes for the entire year of Closing shall be based on the value of the Property without any agricultural exemption. Thereafter, the payment of rollback taxes will be subject to re-proration as provided above when the rollback taxes actually become due and payable. Notwithstanding anything in this Contract to the contrary, Seller does not waive any exemption or other exception it or the Property may have from rollback taxes pursuant to Texas Tax Code § 23.55(f) or other applicable law. The provisions of this section shall survive the Closing.

4.05. Each party shall pay any attorney's fees incurred by such party. All other costs and expenses of closing the sale and purchase shall be borne and paid as provided in this Contract, or if the Contract is silent, as is customary in the jurisdiction in which the Property is located.

**ARTICLE V.
REAL ESTATE COMMISSIONS**

5.01. It is expressly understood and agreed that no broker has been involved in the negotiation and/or consummation of this Contract. Purchaser and Seller hereby agree to indemnify, defend, and hold harmless the other party from any and all claims for any commissions, brokerage fees or finder's fees brought by any person asserting a claim against Purchaser or Seller.

**ARTICLE VI.
ESCROW DEPOSIT**

6.01. Within two (2) business days after the full execution of this Contract and for the purpose of securing the performance of Purchaser under the terms and provisions of this Contract, Purchaser shall deliver to Title Company, a wire transfer, cashier's check or other same day certified funds in the amount of ONE HUNDRED THOUSAND AND NO/100s DOLLARS (\$100,000.00) as the escrow deposit which shall apply towards the Purchase Price at Closing (the "Escrow Deposit"). Purchaser agrees that \$100.00 of the Escrow Deposit is given as consideration for the Contract ("Independent Consideration"), which Independent Consideration shall be applied to the Purchase Price at Closing, but shall not be returned to Purchaser in the event the Escrow Deposit is otherwise returned to Purchaser pursuant to the terms of this Contract. In the event Purchaser fails to timely deliver the Escrow Deposit to the Title

Company, this Contract shall automatically terminate and be of no further force or effect and Seller shall be relieved from all liabilities or obligations hereunder.

ARTICLE VII. CASUALTY

7.01. All risks of loss to the Property shall remain upon Seller prior to the Closing. If, prior to the Closing, any improvement or improvements on the Property shall be damaged or destroyed by fire or other casualty, Purchaser may either terminate this Contract by written notice to Seller or close. If Purchaser elects to close, despite said damage or destruction, there shall be no reduction in the Purchase Price, and Purchaser shall receive a credit at Closing for any deductible amount under such insurance policies and Seller shall assign to Purchaser Seller's right, title and interest in and to all insurance proceeds, if any, resulting or to result from said damage or destruction.

ARTICLE VIII. REPRESENTATIONS

8.01. As a material inducement to the Seller and Purchaser to execute and perform its obligations under this Contract, the Seller hereby represents and warrants to the Purchaser as of the date of the execution of this Contract, and through the date of the Closing, as follows:

- (a) Seller is the owner in fee simple of the Property;
- (b) The Property is not in a water district.
- (c) There are no existing or pending litigation, claims, condemnations, or sales in lieu thereof, contracts of sale, options to purchase or rights of first refusal with respect to any aspect of the Property, nor have any such actions, suits, proceedings, claims or other such other matters been threatened or asserted.

(d) Seller shall not transfer, convey, mortgage, encumber, lease or otherwise assign or dispose of the Property, nor any interest therein, without the express written consent of the Purchaser, which may be given or withheld in Purchaser's reasonable discretion, nor shall Seller cause, create or allow any lien, claim or encumbrance, of any kind or character, voluntarily or involuntarily, to be placed upon the Property, or any interest therein.

(e) Seller is not a "foreign person" as that term is defined in Section 1445 of the Internal Revenue Code, as Amended, and any applicable regulations promulgated thereunder.

(f) Seller has authority to enter into this Agreement.

(g) Seller has no current actual knowledge of any hazardous materials in, on or under the Property or of any on-site environmental contamination resulting from activities on the Property.

(h) There are no leases, occupancy agreements or service contracts affecting the Property.

(i) **IT IS UNDERSTOOD AND AGREED THAT, EXCEPT AS OTHERWISE PROVIDED IN THIS CONTRACT, AND EXCEPT FOR THE WARRANTY OF TITLE CONTAINED IN THE DEED (COLLECTIVELY, "SELLER'S WARRANTIES"), (A) THE PROPERTY IS SOLD BY SELLER AND PURCHASED AND ACCEPTED BY PURCHASER ON AN "AS IS," "WHERE IS" AND "WITH ALL FAULTS" BASIS, SUBJECT TO ANY CONDITION WHICH MAY EXIST, AND WITHOUT THE EXISTENCE OF AND WITHOUT RELIANCE UPON ANY REPRESENTATION, WARRANTY, AGREEMENT, OR STATEMENT BY SELLER, OR ANYONE ACTING ON BEHALF OF SELLER, INCLUDING, WITHOUT LIMITATION, ANY BROKER, ENGINEER, ARCHITECT, ATTORNEY, SURVEYOR, APPRAISER, OR ENVIRONMENTAL CONSULTANT; (B) PURCHASER HAS OR WILL HAVE, PRIOR TO THE CLOSING, THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY PURCHASER IN ORDER TO ENABLE PURCHASER TO EVALUATE THE PURCHASE OF THE PROPERTY ON THE FOREGOING BASIS; (C) PURCHASER IS RELYING SOLELY UPON SUCH INSPECTIONS, EXAMINATION, AND EVALUATION OF THE PROPERTY BY PURCHASER IN PURCHASING THE PROPERTY ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" BASIS, WITHOUT REPRESENTATION, WARRANTY, AGREEMENT OR STATEMENT BY SELLER OR ANYONE ACTING ON BEHALF OF SELLER, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, OTHER THAN THE WARRANTY OF TITLE CONTAINED IN THE DEED; AND (D) PURCHASER**

HEREBY ASSUMES THE RISK THAT ENVIRONMENTAL CONDITIONS (AS DEFINED HEREIN) MAY EXIST ON THE PROPERTY AND HEREBY RELEASES SELLER OF AND FROM ANY AND ALL CLAIMS, ACTIONS, DEMANDS, RIGHTS, DAMAGES, COSTS OR EXPENSES (COLLECTIVELY THE "CLAIMS") WHICH MIGHT ARISE OUT OF OR IN CONNECTION WITH THE ENVIRONMENTAL CONDITION OF THE PROPERTY. AS USED HEREIN, THE TERM "ENVIRONMENTAL CONDITION" SHALL MEAN ANY CONDITION WITH RESPECT TO THE PROPERTY WHICH COULD OR DOES RESULT IN ANY CLAIM AGAINST THE OWNER OF THE PROPERTY BY ANY THIRD PARTY (INCLUDING ANY GOVERNMENTAL ENTITY) UNDER (1) THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, 42 U.S.C. § 9601 ET SEQ., (2) THE RESOURCE CONSERVATION AND RECOVERY ACT, 42 U.S.C. § 6901 ET SEQ., (3) THE FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. § 2601 ET SEQ., (4) THE OIL POLLUTION ACT, 33 U.S.C. § 2701 ET SEQ., (5) THE TOXIC SUBSTANCES CONTROL ACT, 15 U.S.C. § 2601 ET SEQ., (6) THE CLEAN WATER ACT, 33 U.S.C. § 1251 ET SEQ., (7) THE CLEAN AIR ACT, 42 U.S.C. § 7401 ET SEQ., (8) THE HAZARDOUS MATERIALS TRANSPORTATION ACT, 49 U.S.C. § 1801 ET SEQ., (9) THE OCCUPATIONAL SAFETY AND HEALTH ACT, 29 U.S.C. § 651 ET SEQ., (10) THE TEXAS SOLID WASTE DISPOSAL ACT, TEX. HEALTH & SAFETY CODE ANN. §361, ET SEQ., AND/OR (11) SIMILAR STATE AND LOCAL LAWS, NOW OR HEREAFTER EXISTING, ALL AS AMENDED FROM TIME TO TIME, AND ALL REGULATIONS, RULES AND GUIDANCE ISSUED PURSUANT THERETO, INCLUDING, WITHOUT LIMITATION, ANY CONDITION RESULTING FROM OPERATIONS CONDUCTED ON THE PROPERTY OR ON PROPERTY ADJACENT THERETO. SUBJECT TO SELLER'S WARRANTIES, SELLER SHALL NOT HAVE (AND PURCHASER WAIVES) ANY OBLIGATION TO DISCLOSE FACTS REGARDING THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY ENVIRONMENTAL CONDITION AFFECTING THE PROPERTY), REGARDLESS OF WHETHER SUCH FACTS ARE DISCOVERABLE BY THE PURCHASER. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE CLOSING OR ANY TERMINATION HEREOF AND SHALL BE CONTAINED IN THE DEED.

**ARTICLE IX.
BREACH BY SELLER**

9.01. In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default beyond any applicable notice and cure period, Purchaser may cancel this Contract upon giving written notice to Seller and Title Company, in which event Purchaser will be entitled to obtain the return of the Escrow Deposit (plus any interest thereon) as liquidated damages, or pursue specific performance, as its sole and exclusive remedies.

**ARTICLE X.
BREACH BY PURCHASER**

10.01. In the event Purchaser shall fail to fully and timely perform any of its obligations hereunder, and such failure is not cured within two (2) business days following receipt of written notice thereof from Seller, or shall fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in this Contract having been satisfied, and Purchaser being in default and Seller not being in default hereunder, Seller may cancel this Contract upon giving written notice to Purchaser and Title Company in which event Seller will be entitled to retain the Escrow Deposit as liquidated damages as its sole and exclusive remedy.

**ARTICLE XI.
MISCELLANEOUS**

Survival of Covenants

11.01. Any of the representations, warranties, covenants and agreements of the parties, as well as any rights and benefits of the parties, shall survive the Closing and shall not be merged therein.

Notice

11.02. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, or by overnight delivery using a nationally recognized overnight courier, addressed to the Seller or the Purchaser, as the case may be, at the address set forth herein above.

Texas Law to Apply

11.03. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Collin County, Texas.

Parties Bound

11.04. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Nondisclosure

11.05. Subject to the requirements of the Texas Public Information Act, neither party shall disclose to any person or entity, other than its consultants, attorneys and agents, the terms of this Agreement or the identity of the parties and shall not issue any press or other informational releases without the express written consent of each party.

Legal Construction

11.06. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Integration

11.07. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter. This Contract cannot be modified or changed except by the written consent of all of the parties.

Time of Essence

11.08. Time is of the essence of this Contract.

Attorney's Fees

11.09. Any party to this Contract which is the prevailing party in any legal proceeding against any other party to this Contract brought under or with relation to this Contract or transaction shall be, to the extent permitted by law, additionally entitled to recover court costs and reasonable attorneys' fees from the non-prevailing party.

Gender and Number

11.010. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Compliance

11.011. In accordance with the requirements of Section 28 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance.

Effective Date of Contract

11.012. The term "effective date" of this Contract as used herein shall mean the date on which this Contract is fully signed by Seller and Purchaser, and the Escrow Deposit is deposited with the Title Company.

Counterparts/Facsimile

11.013. This Agreement may be executed by original or facsimile signatures in multiple counterparts, each of which shall constitute an original and together constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

Executed on the dates set forth at the signatures of the parties hereto.

SELLER:

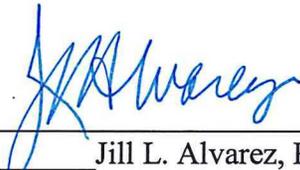
CITY OF FRISCO.
a home-rule municipality

By: _____
Name: _____
Title: _____

Date Executed: _____

PURCHASER:

ONCOR ELECTRIC DELIVERY COMPANY
LLC,
a Delaware limited liability company

By:  _____
Name: Jill L. Alvarez, P.E. _____
Title: Attorney-In-Fact _____

Date Executed: November 10th, 2016

PREPARED IN THE LAW OFFICE OF:
Abernathy, Roeder, Boyd & Hullett, P.C.
1700 Redbud, Suite 300
McKinney, Texas 75069
214-544-4000 (phone)
214-544-4044 (fax)

TITLE COMPANY ACCEPTANCE:

The Title Company acknowledges receipt of the executed Contract and Escrow Deposit on _____, 2016 (the "Effective Date"), at _____ (a.m./p.m.) and has accepted the Escrow Deposit subject to the terms and conditions set forth in this Contract.

TITLE COMPANY:

REUNION TITLE COMPANY

BY: _____
PRINTED NAME: _____
TITLE: Escrow Officer
ADDRESS: 1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
EMAIL: lboddy@reuniontitle.com
Telephone: 214-544-4000 Fax: 214-544-4044

EXHIBIT A

PROPERTY DESCRIPTION

BEING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND CONTAINING 5.8580 ACRES OF SITUATED IN THE J. OGDEN SURVEY, ABSTRACT NUMBER 980 AND THE S. COLLINS SURVEY, ABSTRACT NUMBER 286 IN THE CITY OF FRISCO, DENTON COUNTY, TEXAS AND BEING PART OF A CALLED 63.8521 ACRE TRACT OF LAND DESCRIBED IN DEED TO THE CITY OF FRISCO AS RECORDED UNDER DOCUMENT NUMBER 99-118326 OF THE OFFICIAL RECORDS OF DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8" IRON ROD SET WITH YELLOW CAP STAMPED RPLS 1890 FOR CORNER IN THE EAST RIGHT-OF-WAY LINE OF 4TH ARMY MEMORIAL DRIVE (45' RIGHT-OF-WAY), RIGHT-OF-WAY DEDICATED AS RECORDED IN COUNTY CLERK'S FILE NUMBER 2015-29552 OF THE REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS, SAID POINT BEING THE SOUTHWEST CORNER OF LOT 1 IN BLOCK A OF 4TH ARMY SUBSTATION ADDITION, AN ADDITION TO THE CITY OF FRISCO, DENTON COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET "S", SLIDE 295 OF THE PLAT RECORDS OF DENTON COUNTY, TEXAS;

THENCE NORTH 89° 48' 04" EAST (BASIS OF BEARINGS PER PLAT RECORDED IN CABINET S, SLIDE 295 P.R.D.C.T.) AND DEPARTING THE EAST RIGHT-OF-WAY LINE OF SAID 4TH ARMY MEMORIAL DRIVE AND FOLLOWING ALONG THE SOUTH LINE OF SAID LOT 1, FOR A DISTANCE OF 347.80 FEET TO A 5/8" IRON ROD SET WITH YELLOW CAP STAMPED RPLS 1890 FOR THE SOUTHEAST CORNER OF SAID LOT 1;

THENCE NORTH 00° 11' 56" WEST AND FOLLOWING ALONG THE EAST LINE OF SAID LOT 1 FOR A DISTANCE OF 311.21 FEET TO A 5/8" IRON ROD SET WITH YELLOW CAP STAMPED RPLS 1890 FOR CORNER, SAID POINT BEING ON THE SOUTH LINE OF A 250 FOOT EASEMENT & R.O.W. TO TEXAS POWER & LIGHT COMPANY, AS RECORDED IN VOLUME 1973, PAGE 716 OF THE DEED RECORDS OF DENTON COUNTY, TEXAS;

THENCE NORTH 89° 19' 16" EAST, AND FOLLOWING ALONG SAID 250 FOOT EASEMENT FOR A DISTANCE OF 304.02 FEET TO A 5/8" IRON ROD SET WITH YELLOW CAP STAMPED RPLS 1890 FOR CORNER;

THENCE SOUTH 20° 35' 28" WEST FOR A DISTANCE OF 500.33 FEET TO A 5/8" IRON ROD SET WITH YELLOW CAP STAMPED RPLS 1890 FOR CORNER;

THENCE SOUTH 89° 48' 04" WEST FOR A DISTANCE OF 53.48 FEET TO A 5/8" IRON ROD SET WITH YELLOW CAP STAMPED RPLS 1890 FOR CORNER;

THENCE SOUTH 20° 35' 28" WEST FOR A DISTANCE OF 95.19 FEET TO A 5/8" IRON ROD SET WITH YELLOW CAP STAMPED RPLS 1890 FOR CORNER;

THENCE SOUTH 89° 48' 01" WEST FOR A DISTANCE OF 47.75 FEET TO A 5/8" IRON ROD SET WITH YELLOW CAP STAMPED RPLS 1890 FOR CORNER, SAID POINT BEING ON THE EAST LINE OF A 75 FOOT ATMOS ENERGY EASEMENT AS RECORDED IN VOLUME 410, PAGE 487, OF THE OFFICIAL PUBLIC RECORDS OF DENTON COUNTY, TEXAS;

THENCE SOUTH 15° 39' 00" WEST, AND FOLLOWING ALONG SAID 75 FOOT EASEMENT FOR A DISTANCE OF 141.55 FEET TO A 5/8" IRON ROD SET WITH YELLOW CAP STAMPED RPLS 1890 FOR CORNER;

THENCE SOUTH 13° 23' 17" WEST, CONTINUING ALONG SAID 75 FOOT EASEMENT FOR A DISTANCE OF 79.38 FEET TO A 5/8" IRON ROD SET WITH YELLOW CAP STAMPED RPLS 1890 FOR CORNER, SAID POINT BEING THE MOST SOUTHEAST CORNER OF THE PROPERTY BEING DESCRIBED HEREIN;

THENCE SOUTH 89° 48' 04" WEST AND DEPARTING THE EAST LINE OF SAID 75 FOOT EASEMENT FOR A DISTANCE OF 279.15 FEET TO A 5/8" IRON ROD SET WITH YELLOW CAP STAMPED RPLS 1890 FOR CORNER IN THE EAST RIGHT-OF-WAY LINE OF AFORESAID 4TH ARMY MEMORIAL DRIVE;

THENCE NORTH 00° 32' 40" WEST AND FOLLOWING ALONG THE EAST RIGHT-OF-WAY LINE OF AFORESAID 4TH ARMY MEMORIAL DRIVE FOR A DISTANCE OF 456.32 FEET TO THE **POINT OF BEGINNING AND CONTAINING 5.8580 ACRES OF LAND**, MORE OR LESS.