EXHIBIT "A"

ASSIGNMENT, ASSUMPTION AND AMENDMENT TO PIPELINE LICENSE AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into to be effective as of the day of 2014 (the "Effective Date"), by and between Texas Energy Midstream, a Texas limited partnership ("Assignor"), the City of Mansfield, a Texas Home Rule municipality ("City") and DFW Midstream Services, LLC, a Delaware limited liability corporation ("Assignee").

WITNESSETH:

WHEREAS, Commerce Midstream, LLC ("Commerce") and City, entered into the Pipeline License Agreement described in the attached and incorporated Exhibit "A" attached hereto (the "License") dated <u>November</u> <u>25</u> <u>7008</u>, covering that certain property located in the City of Mansfield, Texas, as more particularly described in the License ("Premises");

WHEREAS, the License was previously assigned to Assignor by Commerce effective May 29, 2014 ("Prior Assignment");

WHEREAS, Commerce is an affiliated entity of Assignor, but does not meet the definition of "Affiliate" as defined in the License, and Commerce did not receive consent from City prior to the assignment the License to Assignor;

WHEREAS, Assignor seeks consent from City for the Prior Assignment and now desires to assign its rights and interest in the License to Assignee;

WHEREAS, Assignee agrees to assume Assignor's obligations and liabilities under the License; and

WHEREAS, City desires to approve the assignment subject to the terms and conditions set forth herein.

AGREEMENTS:

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements, Premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereto hereby agree as follows:

1. <u>Defined Terms</u>. Unless otherwise provided herein, all capitalized and/or defined terms shall have the same meaning given to such capitalized and/or defined terms in the License.

2. <u>Intent to Assign</u>. Assignor hereby represents and warrants to City that Assignor intends to assign and convey to Assignee all of its rights, title, and interest under the License on or about <u>OCTOBER I</u>, 2014 ("Assignment Date").

3. <u>Assumption</u>. Assignee hereby agrees to assume and perform all obligations, liabilities, responsibilities, undertakings, covenants and agreements of Assignor under the License, which accrue from and after the Assignment Date as fully and completely as if Assignee had executed the License in its own name.

4. <u>Assignor's Continued Liability</u>. Assignor shall remain fully liable to City under the License for any defaults of the License occurring prior to the Assignment Date, including for any default occurring as a result of any action or inaction by its affiliate, Commerce.

5. <u>Representations and Warranties</u>. Assignor hereby represents and warrants to City that the License is in full force and effect in accordance with its terms and that there are no known defaults, or events which, with the giving of notice or passage of time, would constitute defaults, on the part of Assignor, other than the lack of prior consent from City for the Prior Assignment; provided, however, that the foregoing representations and warranties, whether or not true, shall not affect Assignor's liability to City pursuant to Section 4, hereof.

6. <u>Consent of City</u>. City hereby consents to the Prior Assignment and the assignment of the License from Assignor to Assignee as of the Assignment Date pursuant to, and subject to, the conditions of this Agreement. This consent to assignment shall not constitute consent for future assignment of the License.

7. <u>Change In Name</u>. As of the Assignment Date, the term "Lessee" in the License is amended to mean "DFW Midstream Services, LLC."

8. <u>Insurance</u>. City's consent to assignment is conditioned upon Assignee's demonstrated compliance with the insurance requirements of the License.

9. <u>Counterparts and Facsimile Signatures</u>. This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but together shall constitute one and the same instrument. The signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents. Counterparts of this Agreement may be exchanged via electronic facsimile machines. Any electronic facsimile of any party's signature shall be deemed to be an original signature for all purposes.

10. <u>Controlling Provisions</u>. Except as amended hereby, all of the terms and provisions of the License are hereby reaffirmed and remain in full force and effect. In the event there is a conflict between the terms and provisions of the License and the terms and provisions of this Agreement, the terms and provisions of this Agreement shall control.

11. <u>Severability</u>. If any term or provision of this Agreement, or the application hereof to any person or circumstance is, to any extent, unenforceable, invalid or illegal under present or future law, then the remainder of this Agreement, or the application of said term or provision to persons or circumstances other than those as to which it is held invalid, unenforceable or illegal, will not be affected thereby, and to the extent that any term or provision is held unenforceable, invalid or illegal in its application to persons or circumstances, a term or provision as similar in nature to said invalid, unenforceable or illegal term or provision as may be possible and be legal, valid and enforceable will be added to this Agreement automatically.

Executed on the date first written above.

City: City of Mansfield

By:

City Manager

Assignor: Texas Energy Midstream, a Texas limited partnership By: 21 TUAD TFR DFW Midstream Services, LLC Assignee; By:

EXHIBIT "A"

LICENSE AGREEMENT

This License Agreement ("Agreement") is hereby made and entered into by and between the City of Mansfield, a Texas Home Rule municipal City (the "City"), and Texas Energy Midstream LLC, a Texas Limited Liability Company ("Licensee").

WHEREAS, the City owns the real property designated as Tract D205375620, H. McGhee Abstract Number 998 (the "Property"), located in the City of Mansfield, Texas, which is further described in the attached Exhibit "A" hereto; and

WHEREAS, Licensee desires, at its sole cost and expense to construct, operate and maintain a meter station site for gas delivery consisting of an above-ground metering device intended to measure the volume of gas passing through the device ("Meter Station") and further described and depicted in Exhibit "B" hereto; and

WHEREAS, under the conditions and restrictions hereinafter set forth, the exercise by Licensee of the rights granted herein will not be incompatible with the requirements of the City, more specifically set forth herein, for the use, operation and maintenance of the Property; and

WHEREAS, the granting of such license to Licensee shall be subject to the use of the Property for all municipal purposes.

NOW THEREFORE, the parties hereto agree as follows:

1. Grant of License.

The City, to the extent of its interest therein, hereby grants to Licensee a license to construct, operate and maintain one above-ground meter station site for gas delivery consisting of either an eight or a ten inch diameter above ground metering device intended to measure the volume of gas passing through the device at the location shown on Exhibit "A," which is attached hereto and made a part hereof by reference (the "License").

a. <u>Term</u>. This License shall be effective from the date hereof, and shall remain in force and effect for an initial term of ten (10) years from the first day of the first full month of operation of Licensee's Meter Station. Except in the event of a material breach of this Agreement by Licensee which remains uncured at the time of renewal, this License shall renew and extend for successive 10-year periods, upon payment by Licensee to the City of the amount set forth in Section 5 hereunder for each succeeding 10-year period. The City shall provide Licensee written notice of the next ensuing renewal payment ninety (90) days prior to its due date.

b. <u>Use By Third Parties</u>. The license granted herein shall be nonexclusive and the City reserves the right to grant other rights and licenses across, over, under and along the Property to such other persons that the City deems proper; provided, however, no use of the Property shall be permitted which would impair, interfere, or violate the safety, physical condition, installation, use or maintenance of the Meter Station facilities, or the rights granted herein to Licensee.

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(1) The City shall require any party seeking to use a portion of the Property for any purpose other than the Meter Station to provide Licensee with a drawing indicating the location and depth of any improvement, fixture, or facility such party wishes to install across the Property, such drawing to be submitted in reasonably sufficient time for Licensee to review and respond to the proposed use prior to its commencement.

(2) The City agrees not to allow any party other than Licensee to use any portion of the Property unless such third party provides Licensee insurance, as set forth in Section 10.3, and written indemnification, as set forth in Section 11.2.

(3) Licensee will secure the Property with a security fence and a locked gate. City agrees to provide Licensee with at least 30 days advance written notice of City's intent to grant access to the Property to a third party. Such access shall not violate the limitations regarding the use of the Property established in Section 1 b., above.

Except for the license granted hereby, it is expressly understood that the City does not purport, by this Agreement, to grant any further right, title, claim or easement in or upon the property shown on Exhibit "A".

2. Revocation of Agreement; Remedies.

Without limiting any other rights and remedies to which City may be entitled by common law, statutory law, or as elsewhere provided in this License, if Licensee breaches any provision of this License, City shall have the right, in its sole and absolute discretion, to pursue an injunction from a court of competent jurisdiction seeking specific performance of that provision by Licensee, if Licensee defaults in the performance of any of Licensee's covenants, and continues the default for 30 days after receipt of written notice from the Director of Public Works of the City of the default.

3. Permit.

Other than the work authorized by this License, Licensee shall not initiate any kind of construction, installation, maintenance, repairs or other work that requires the excavation, closure, or other physical use of the Property unless the Licensee first obtains the written consent of the Director of Public Works of the City.

4. Plans and Specifications.

a. Construction of the Meter Station shall be in accordance with plans and specifications which are to be furnished to the City Engineer and the Director of Public Works for the City of Mansfield. Construction shall not be commenced, however, until the City Engineer and the Director of Public Works have approved such plans and specifications by written notification to Licensee, which approval shall not be unreasonably withheld or delayed. Such plans and specifications when furnished and approved, shall by this reference be incorporated herein and made a part hereof.

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b. Construction plans must depict all proposed operations related to the installation and operation of the Meter Station, including, but not limited to, the size, scale, location and orientation of all surface improvements.

5. <u>Fees.</u>

a. On or prior to the date of the execution of this Agreement, Licensee shall pay the City, as compensation for its use of the Property and the rights herein granted, the sum of Five Thousand Dollars \$5,000 (the "License Fee").

6. Time of Construction.

Construction shall be accomplished by Licensee at such time or times as will not unduly interfere with the use of the Property as reasonably determined by the City's Director of Public Works prior to commencement of construction.

7. <u>Bond</u>.

Prior to-commencement of any work in the Property that requires a cut, opening or other excavation, Licensee shall deliver, or cause to be delivered, to the City a bond executed by a corporate surety authorized to do business in the State of Texas and acceptable to the City in the amount of Ten Thousand Dollars (\$10,000), or which amount is mutually agreed upon by the Director of Public Works of the City and by Licensee as sufficient guarantee that Licensee will restore the Property affected by the Licensee's meter station installation as near as reasonably possible to the condition of the Property prior to Licensee's activities, including rebuilding of any fences removed and reseeding of grasses. The City agrees to return the bond to Licensee promptly upon completion of the above-described restoration.

7.5 <u>As-Built Plans and Drawings</u>. Licensee shall provide the City Engineer and the Director of Public Works with as-built plans and drawings of Licensee's Meter Station within sixty (60) calendar days following the completion of construction. As-built plans and drawings shall be new drawings or redlined changes to drawings previously provided to the City Engineer and the Director of Public Works.

8. Use of Property.

a. Minimal Interference.

Licensee's Meter Station shall be installed and maintained in a manner that causes minimal interference with the rights or reasonable convenience of the occupants of property that adjoins the Property.

b. Repairs.

Licensee shall repair any damage to the Property (including any improvements located thereon) and Property roads and surrounding property resulting from the Licensee's use of the Property.

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c. Prohibited Substances.

Licensee shall not use the Property in any manner that violates any federal, state or local law, regulation, rule or ordinance or that constitutes a public or private nuisance. Other than the natural gas to be transported through the Meter Station, Licensee shall not locate, place, generate, store, manufacture, use or dispose of, on or about such right of way any chemical, pollutant, toxic substance, hazardous material, waste or other substance that is the subject of any federal, state or local law, regulation, rule or ordinance pertaining to public health, safety or to the protection and conservation of the environment.

d. Removal of Waste.

Licensee shall remove all waste caused by the construction of the Meter Station within a reasonable time, as determined by the Director of Public Works for the City.

e. Operation of Meter Station.

All Meter Station operations shall be conducted in accordance with the practices of a reasonable and prudent operator in the State of Texas and with state and/or federal laws, regulations, rules and requirements. All laws, regulations, rules and requirements regarding protection of the public health, water supply and natural resources shall be strictly followed.

f. Drainage.

Licensee shall plan and execute construction of Licensee's Meter Station so that no flood conditions are created or worsened on the surrounding land.

g. <u>Revegetation</u>.

In order to minimize erosion and sedimentation resulting from the proposed Meter Station installation, the excavated portion of the Property shall be revegetated in accordance with Exhibit "C" which specifies the appropriate grass seed mix to be used.

h. Discontinuation of Meter Station Use.

Within three (3) months of the termination of use of the Meter Station, the Meter Station shall be dismantled and removed from the Property.

10. Insurance.

10.1 Required of Licensee.

Licensee shall provide the City's Director of Public Works with proof that Licensee has insurance of the following types and limits in effect:

Commercial General Liability	\$ 5,000,000 per occurrence
Property Damage Liability Page 4 of 9	\$ 1,000,000 per occurrence

Automobile Liability

\$ 1,000,000 per accident including, but not limited to, all owner, hired or non-owned motor vehicles used in conjunction Licensee's use of the Property

Licensee's insurance shall be underwritten by entities authorized to do business in the State of Texas and who are acceptable to the City in terms of solvency and financial strength. Licensee's insurance policy or policies shall name the City as an additional insured and cover all public risks related to Licensee's use of the aforesaid portion of the Property. Deductible or self-insured retention limits of any line of coverage required herein shall not exceed \$25,000 in the annual aggregate unless the limit per occurrence or per line of coverage, or aggregate is otherwise approved by the City. Such policies shall provide that the amount of coverage cannot be reduced, or the coverage canceled, without thirty (30) days prior written notice to the City.

10.2 Required of Licensee's Contractors.

Licensee shall require any contractors who undertake construction, installation, maintenance, repairs or work that requires the excavation or other physical use of the Property to maintain insurance of the same types and limits and on the same conditions as provided by Section 10.1 of this Agreement.

10.3 Required of Any Party Other Than Licensee.

The City shall provide that any third party using the Property other than Licensee, as well as any Contractors of any such third party, shall maintain insurance of the same types and limits and on the same conditions as that required of Licensee in Sections 10.1 and 10.2 above, and Licensee shall be named as additional insured under such insurance.

11. Indemnity.

LICENSEE SHALL INDEMNIFY AND HOLD THE CITY, THE CITY AND 11.1 THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS, LIENS, LOSSES, EXPENSES, FEES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS OF DEFENSE), PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING PERSONAL OR BODILY INJURY (INCLUDING DEATH), PROPERTY DAMAGE, OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT THAT IS FOUND BY A COURT OF COMPETENT JURISDICTION TO BE CAUSED BY THE NEGLIGENT ACT, ERROR, OR OMISSION OF LICENSEE OR ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, AFFILIATE OR SUBCONTRACTOR OF LICENSEE, OR THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS OR REPRESENTATIVES, WHILE INSTALLING, REPAIRING, OR MAINTAINING THE METER STATION OR FACILITIES RELATING THERETO IN THE PROPERTY. THE INDEMNITY PROVIDED UNDER THIS SECTION DOES NOT APPLY TO ANY LIABILITY RESULTING FROM THE NEGLIGENCE OF THE CITY OR CITY, THEIR RESPECTIVE OFFICERS, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS. IF

LICENSEE AND THE CITY (AND/OR CITY) ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY OR CITY UNDER TEXAS LAW AND WITHOUT WAVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THIS SECTION 11 IS SOLELY FOR THE BENEFIT OF THE CITY, THE CITY AND THE LICENSEE AND DOES NOT CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. LICENSEE AND THE CITY SHALL PROMPTLY ADVISE EACH OTHER IN WRITING OF ANY KNOWN CLAIM OR DEMAND AGAINST LICENSEE OR THE CITY OR CITY RELATED TO OR ARISING OUT OF LICENSEE'S ACTIVITIES IN THE PROPERTY.

11.2 The City shall require that any third party using any portion of the Property shall provide Licensee with a written indemnification using terms and provisions which are identical to those set forth in Section 11.1.

12. Licensee as Independent Contractor.

It is expressly agreed and understood that Licensee shall operate as an independent contractor as to all rights and privileges granted by this Agreement, and not as an agent, representative or employee of the City. Licensee acknowledges that the doctrine of *respondeat superior* shall not apply as between the City and Licensee, its officers, agents, employees, contractors and subcontractors. Licensee further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between the City and the Licensee.

13. Notices.

Any notices required pursuant to the provisions of this Agreement or provided by the City or Licensee to the other shall be (i) hand-delivered to the other party, or (ii) mailed through the United States Postal Service, postage prepaid, return receipt requested, addressed as follows:

To the City:

City of Mansfield, Texas Attn: Director of Public Works 1200 E. Broad Street Mansfield, Texas 76063

To Licensee:

Texas Energy Midstream, LP Attn: Bill Willhoite / Stan Archibald 5910 North Central Expressway, Suite 1300 Dallas, Texas 75206

14. Licensee Operations

Licensee is actively engaged in natural gas marketing, storage, gathering, processing and treating, including the intrastate transportation of natural gas. The City is concerned about the unregulated proliferation of natural gas lines throughout the City. In consideration for the rights conveyed to Licensee under this License, Licensee, for itself and its successors and assigns, hereby covenants and agrees to the following:

1. Prior to easement acquisition or installing Licensee's pipeline infrastructure across any land within the territorial limits of the City of Mansfield, Texas, Licensee shall confer with and Page 6 of 9 seek the written approval of the City's Director of Public Works and Director of Planning that the proposed route is not conflict with the City's thoroughfare, drainage, parks, and utility master plans, as such plans exist on the day Licensee seeks the written approval of its proposed route from the City. Should the City's Director of Public Works and Director of Planning conclude that Licensee's proposed route is in conflict with the City's thoroughfare, drainage, parks, and utility master plans, Licensee shall be required to either abandon its proposed route or relocate its pipeline infrastructure in such a manner that it no longer creates a conflict with the City's master plans.

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2. All new or relocated pipelines within territorial limits of the City of Mansfield, Texas, shall be located within existing pipeline corridors within the City, or if Licensee and the Director of Public Works and Director of Planning agree that it is not feasible for a new or relocated pipeline to be located within an established pipeline corridor within the City of Mansfield, the pipeline must:

i For platted property, be located within mandatory front, side yard or rear setbacks;

ii. For un-platted property, be contiguous and adjacent to the property boundaries of fee parcels or existing easements to avoid unnecessary fragmentation of land and avoid diagonal routes that would create unusable slivers of land; and

iii. Not cross areas of unique recreational or aesthetic importance, environmentally sensitive areas and areas of historical or cultural significance, as identified by the Mansfield City Council; and

iv. Avoid conflict with the location and opening of planned future streets and laying of planned water lines, sanitary sewer lines, and storm sewer and drainage routes incident to future private development, as determined by the City's Director of Public Works.

The requirements of this subsection 2 shall not apply to property owned in fee simple by Licensee or where Licensee must deviate from these requirements on a single tract or platted lot containing a gas well that is intended to be connected to and serviced by Licensee's pipeline, or to facilities for the interconnection of a new pipeline into an already existing pipeline.

3. Licensee agrees to comply with the requirements of Ordinance No. 1220, the Natural Resources Management Ordinance of the City of Mansfield, Texas, with respect to Licensee's operations within the City of Mansfield, Texas.

4. Licensee agrees to enclose all of Licensee's above-ground equipment with security fencing and screening vegetation.

5. Licensee agrees that all existing and proposed Licensee-owned, operated or planned compressor stations, gathering stations, metering stations or natural gas separators or other surface appurtenances intended to serve Licensee's pipelines are depicted in the attached and incorporated Exhibit "D" to this Agreement. Should Licensee elect to construct or operate any compressor station, gathering station, metering station or natural gas separator not depicted in Exhibit "E," Licensee must first seek the written approval of the City's Director of Public Works and Director of Planning.

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15. Compliance with Laws.

Licensee agrees to comply with all federal, state and local law; all ordinances, rules and regulations of the City; and all rules and regulations established by the Director of Public Works in order to protect the public health, safety and welfare.

16. No Waiver.

The failure of the City to insist upon the performance of any term or provision of this Agreement or to exercise any rights that the City may have, either under this Agreement or the law, shall not constitute a waiver of the City's right to insist upon appropriate performance or to assert any such right on any future occasion.

17. Governing Law and Venue.

This Agreement shall be construed pursuant to and in accordance with the laws of the State of Texas. Venue for any action, whether real or asserted, at law or in equity, that arises out of the terms of this Agreement shall lie exclusively in state courts located in Tarrant County, Texas.

18. Conferences.

At the request of either the City or Licensee, the City and Licensee shall meet at reasonable times and upon reasonable notice to discuss any aspect of this Agreement or Licensee's use of the Property.

19. Assignment.

The Licensee shall not convey, transfer, pledge, encumber or assign any of its rights under this Agreement without the prior written consent of the City. Notwithstanding the foregoing, the City hereby consents to a one-time transfer and assignment of this license from Licensee to Energy Transfer Fuel, LP, who shall design, install, construct, inspect, test, operate, own and maintain the meter station. This one-time assignment shall not relieve Licensee of the covenants set forth in Section 14 of this Agreement, which shall continue to be binding on Licensee after the date of assignment to Energy Transfer Fuel, LP. Any violation of by Licensee or any approved successor or assign of the requirements set forth in Section 14 hereof shall constitute a material breach of this Agreement.

20. Severability.

If any provision of this Agreement is held to be invalid, illegal or unenforceable by a final order entered by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired. For purposes of this Agreement, a court order shall be final only to the extent that all available legal rights and remedies pertaining to such order, including without limitation all available appeals, have been exhausted.

21. Headings Not Controlling.

Headings and titles that are used in this Agreement are for reference purposes only and shall Page 8 of 9

not be deemed a part of this Agreement.

22. Parties Bound.

The rights, duties and obligations created by this Agreement shall be binding upon and inure to the benefit of the City, Licensee, and their successors and permitted assignees.

23. Entirety of Agreement.

This Agreement contains the entire understanding and agreement between the City and the Licensee as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with the terms and conditions of this Agreement. This Agreement shall not be amended unless agreed to in writing by both parties.

24. Recording of Agreement.

It is agreed and understood that this Agreement shall not be recorded as a public record in the real property records of Tarrant County.

Executed this <u>25th</u> day of <u>November</u>, 2008.

ATTEST:

ATTEST:

CITY OF MANSFIELD, TEXAS

Clayton Chandler, City Manager

TEXAS ENERGY MIDSTREAM LP by its General Partner, Texas Energy Midstream Partners, LLC

chibald, Manager

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Coleman & Assoc. Land Surveying

P.O. Box 686 Denton, Texas 76202 Phone (940)565-8215 Fax (940)565-9800

City Of Mansfield

FIELD NOTES to all that certain tract of land situated in H. McGhee Abstract Number 998, City of Mansfield, Tarrant County, Texas and being a part of the tract of land described in the deed from Jackie D. Dalton to the City of Mansfield recorded under Clerk's File Number D205375620 of the Official Records of Tarrant County, Texas; the subject tract being a 20-foot wide Gas Pipeline Easement being more particularly described by bearings relative to Texas Coordinate System of 1983, North Central Zone (4202) as follows;

BEGINNING at the Southwest corner of the tract being described herein on the South line of the said City of Mansfield tract, North 64 Degrees 31 Minutes 16 Seconds East a distance of 31.0 feet from a ½ inch iron rod found at the Southwest corner thereof and the Northwest corner of the called 3.664 acre tract described in the deed from Paul Jenkins Fox to John W. Newbern recorded in Volume 7509, Page 314 of the said Official Records;

THENCE North 27 Degrees 32 Minutes 01 Seconds West a distance of 8.2 feet;

THENCE North 28 Degrees 26 Minutes 35 Seconds West a distance of 50.0 feet;

THENCE North 61 Degrees 27 Minutes 35 Seconds East a distance of 50.0 feet;

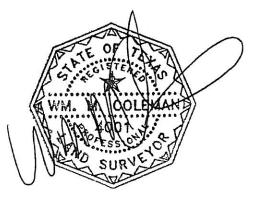
THENCE South 28 Degrees 26 Minutes 35 Seconds East a distance of 50.0 feet;

THENCE South 61 Degrees 39 Minutes 29 Seconds West a distance of 30.0 feet;

THENCE South 27 Degrees 32 Minutes 01 Seconds East a distance of 9.4 feet to the South line of the City of Mansfield tract and the North line of the called 3.664 acre tract;

THENCE South 64 Degrees 31 Minutes 16 Seconds West a distance of 20.0 feet to the PLACE OF BEGINNING and enclosing 0.061 of an acre of land.

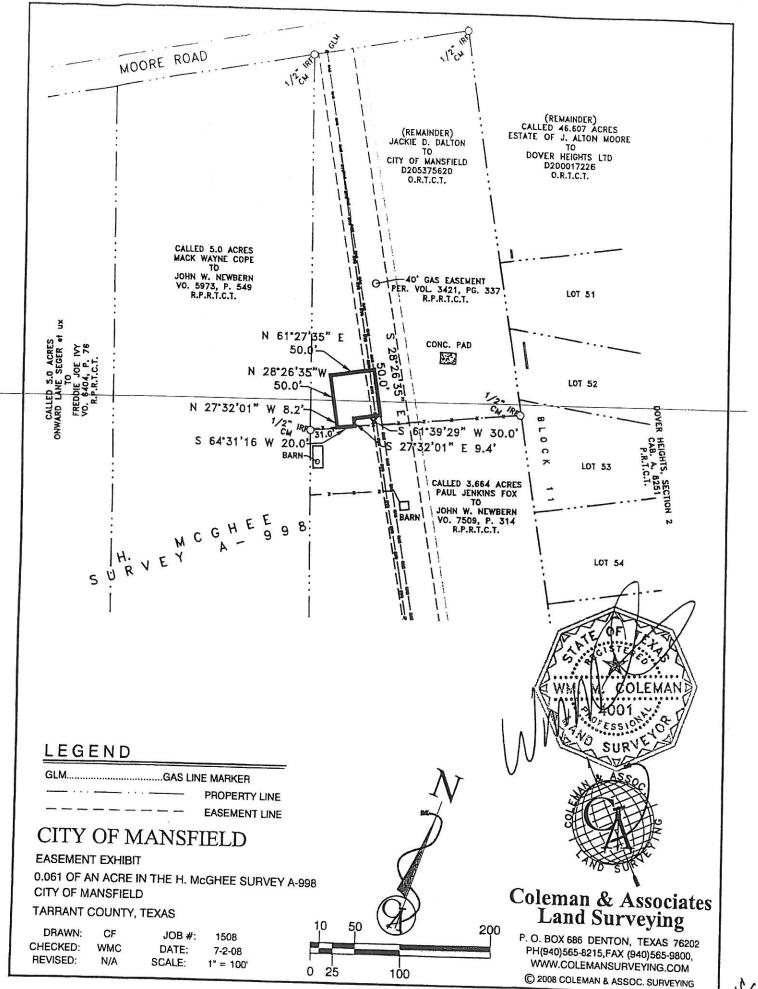
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