

EASEMENT AND RIGHT OF WAY

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

That Keller Independent School District, hereinafter called "Grantor," for and in consideration of Ten and No/100 Dollars (\$10.00) and other valuable consideration to Grantor in hand paid by **Atmos Energy Corporation**, a Texas corporation, 5420 LBJ Freeway, suite 1800, Dallas, Texas 75240, hereinafter referred to as "Grantee", has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, their successors and assigns, an easement and right-of-way for gas supply, supporting structures, surface mounted equipment, conduits, underground gas pipelines, cathodic protection equipment, aerial markers, and all necessary or desirable appurtenances over, under, through, across, and upon Grantees land described as follows:

See Exhibit "A" attached hereto and made a part hereof for all purposes ("the Property").

Grantor recognizes that the general course of said pipelines, or the metes and bounds as described above, is based on preliminary surveys only, and Grantor hereby agrees that the easement and right-of-way and its general dimensions hereby granted shall apply to the actual location of said lines when constructed.

Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of and with the right to construct, inspect, maintain, operate, repair, remove, replace, reconstruct, abandon in place, and to change the size and capacity of said pipelines; the right to relocate along the same general direction of said pipelines; the right to relocate said pipelines in the same relative position to any adjacent road if and as such road is widened in the future; the right to prevent excavation within the easement area; the right to prevent construction of, within the easement area, any and all buildings, structures or other obstructions which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said pipelines and their appurtenances, and the right to trim or remove trees or shrubbery within, but limited to, said easement area, to the extent in the sole judgment of Grantee, as may be necessary to prevent possible interference with the operation of pipelines or to remove possible hazard thereto. Grantor shall not make changes in grade, elevation or contour of the land or impound water within the easement area as described above without prior written consent of Grantee. Grantee shall repair all facilities constructed within the Property in the event that such facilities create or become a hazard or risk to persons or property adjacent to the Property.

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not, in the sole judgment of Grantee, interfere with the exercise by Grantee of the rights hereby granted.

Grantee shall expressly permit Grantor to use the surface of the Property for the purposes of constructing or maintaining sidewalks, driveways, or entries into Grantor's property across the easement and Grantee agrees to repair or replace such sidewalks, driveways, or entries (or landscaping) which may be damaged, destroyed, removed, or altered by Grantee during its use of the Property as permitted by this easement. Grantor will provide to Grantee any and all engineering plans and drawings of such sidewalks, driveways or entries into the property so that a review may be done to protect the integrity of Grantee's pipeline(s).

TO HAVE AND TO HOLD the above described easement and right-of-way unto the said Grantee, its successors and assigns, until all of such pipelines shall be abandoned and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's successors, legal representatives and assigns; and Grantor hereby binds itself, its successors; legal representative and assigns, to warrant and forever defend the above described easement and right-of-way unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this _____ day of _____, A.D. 2007.

GRANTOR (LANDOWNER): _____
Robert L. Apetz
President, Board of Trustees
Keller Independent School District

GRANTEE: _____
Printed Name: _____
Title: _____
Atmos Energy Corporation

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Robert L. Apetz known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of Keller Independent School District as the President of the Board of Trustees thereof, and for the purposes and consideration therein expressed and in the capacity therein stated, that he was authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the ____ day of _____ A.D. 2007.

Notary in and for the State of Texas
My Commission Expires: _____
Print Name: _____

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of Atmos Energy Corporation as the _____ thereof, and for the purposes and consideration therein expressed and in the capacity therein stated, that he was authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ A.D. 2007.

Notary Public in and for the State of Texas
My Commission Expires: _____
Print Name: _____

EXHIBIT "A"

Lying and situated in Tarrant County, Texas, the Jesse Billingsley Surrey, Abstract No. 70 and being a part of that certain tract of land described in a Warranty Deed to Keller Independent School District recorded in Volume 8402, page 35, Deed Records of Tarrant County (D.R.T.C.T.) and being more particularly described as follows:

COMMENCING at a P.K. nail with a shiner found in the west line of the above mentioned tract far the southwest corner of a proposed 0.579 acre right of way easement for Keller-Hicks Road said nail being 42.20 feet, SOUTH along said west line from the northwest corner of said tract, and 606.84 feet, S 89° 53' 29" W along the south line of said proposed easement from a 518-inch iron rod with a yellow "TNP" cap found, Thence N 89 ° 53' 29" E, along said south line, 52.05 feet to the POINT OF BEGINNING;

THENCE N 89° 53' 29" E, along said south line, 10.00 feet;

THENCE in a southerly direction, with a non-tangent curve to the right, having a radius of 1240.00 feet, a central angle of 20° 02' 04", and a chord that bears S 08° 16' 15" W, 431.38 feet an arc distance of 433.59 feet to a point on the west line of said tract;

THENCE NORTH, along said west line, 33.15 feet to the beginning of a non-tangent curve to the left having a radius of 1230.00 feet, a central angle of 18° 34' 63", and a chord that bears N 07° 31' 51" E 397.15 feet;

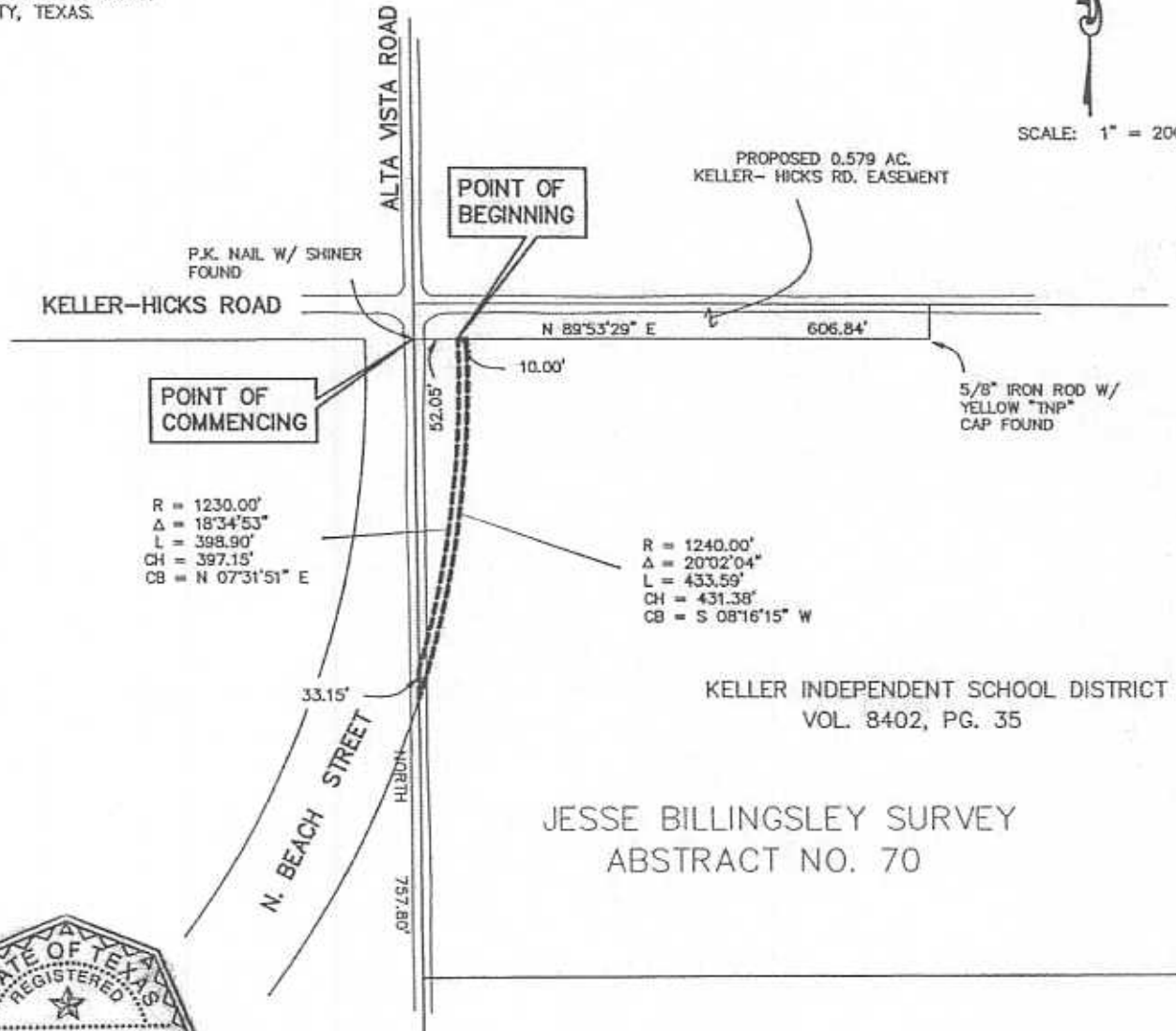
THENCE in a northerly direction, departing said west line, an arc distance of 398.90 feet to the Point of Beginning and containing 4,164.57 square feet of land, more or less.

BEARING BASIS:

THE WEST LINE OF THE
KELLER INDEPENDENT SCHOOL
DISTRICT TRACT RECORDED IN
VOL. 8402, PG. 35 DEED
RECORDS OF TARRANT
COUNTY, TEXAS.



SCALE: 1" = 200'



KNOW ALL MEN BY THESE PRESENTS:

THAT I WILLIAM S. WARD, REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY DECLARE THAT THIS PLAT IS THE RESULT OF A SURVEY MADE ON THE GROUND UNDER MY PERSONAL SUPERVISION ON JUNE 5, 2007 AND ALL DIMENSIONS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.


WILLIAM S. WARD, R.P.L.S. NO. 4238

EXHIBIT "A"
ATMOS ENERGY
EASEMENT
PAGE 2 OF 2

EXHIBIT "B"

The following restrictions shall in all things be observed, followed, and complied with:

(a) The Property, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which discriminates against any person because of his race, color, or national origin, regardless of whether such discrimination be effected by design or otherwise.

(b) The Property, or any part thereof, shall not be used in the operation of, or in conjunction with, any school nor other institution of learning, study or instruction which creates, maintains, reinforces, renews, or encourages, or which tends to create, maintain, reinforce, renew or encourage a dual school system.

(c) These restrictions and conditions shall be binding upon GRANTEE; its successors and assigns for a period of fifty (50) years from the date GRANTEE acquires the Property.

(d) The foregoing restrictions and other covenants hereafter set out are covenants running with the land, and each and every parcel thereof, and shall be fully binding upon any person, firm, partnership, corporation, trust, church, club, governmental body, or other organization or entity whatever (whether private or governmental in nature), without limitation, hereafter acquiring any estate, title, interest or property in the Property, whether by descent, devise, purchase or otherwise; and no act or omission upon the part of the District or any purchaser, their successors and assigns, shall be a waiver of the operation or enforcement of such restrictions; but neither restriction shall be construed to be a condition subsequent or special limitation on the estate thereby conveyed.

(e) It is further covenanted, that third party beneficiaries of the restrictions set forth above shall be as follows:

- (1) As to the restrictions set out in (a) above, any person prejudiced by its violation;
- (2) As to the restriction set out in (b) above, any public school district or any person prejudiced by its violation; and
- (3) As to either or both of the restrictions set out in (a) and (b) above, the United States of America, as plaintiff; and the American G.I. Forum, the League of United Latin American Citizens (LULAC), and the National Association for the Advancement of Colored People (NAACP), as intervenors, in U.S. v. Texas, Civil Action No. 5281, Tyler Division, U.S. District Court, Eastern District of Texas; reported in U.S. v. Texas, 321 F. Supp. 1043 (E.D. Tex., 1970); U.S. v. Texas, 330 F. Supp. 235 (E.D. Tex. 1971); *aff'd* with modifications sub nom, U.S. v. State of Texas and J.W. Edgar, et al., 447 F.2d 441 (5th Cir. 1971); stay den. sub nom, Edgar v. U.S., 404 U.S. 1206 (1971), cert den. 404 U.S. 1016 (1972).

(f) It is further covenanted, that in case of a violation of either or both of the above restrictions, any of the third party beneficiaries above alluded to is authorized and empowered to prosecute proceedings at law or in equity against any person, firm, partnership, corporation, trust, church, club, governmental body or either organization or entity whatever (whether private or governmental in nature), without limitation:

- (1) To enforce either or both of such restrictions relating to the use of the above-described property;
- (2) To abate or prevent violations of either or both of such restrictions; and
- (3) To recover damages for a breach of either or both of such restrictions.

(g) It is further covenanted, that if any third party beneficiary referred to above shall prosecute proceedings at law or in equity for the aforesaid purposes, such third party beneficiary may recover reasonable attorney's fees from the violator or violators of either or both of such restrictions, if the Court finds that the proceedings were necessary to bring about compliance therewith.