

RELOCATION AND REIMBURSEMENT AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 2020, by and between **ONEOK NGL PIPELINE, L.L.C.**, a Delaware limited liability company (“ONEOK”), and the **CITY OF MCKINNEY, TEXAS** (“CITY”).

WHEREAS, ONEOK is the successor and current owner of all rights, title and interest in and to that certain Pipeline Easement, which was filed on August 20, 1981, and recorded in Volume 1421 at Page 685 of the records of the County Clerk of Collin County, Texas; and

WHEREAS, ONEOK is the successor and current owner of all rights, title and interest in and to that certain Easement Deed for an easement and right-of-way for a pipeline, which was filed on August 24, 1987, and recorded in Volume 2694 at Page 250 of the records of the County Clerk of Collin County, Texas (collectively, the “Easements”); and

WHEREAS, ONEOK is operating a six-inch (6”) diameter natural gas liquids pipeline (the “Pipeline”) over and through a portion of the Easements on certain property that CITY owns and upon which City intends to construct a roadway which is more specifically described on Exhibit A attached hereto and made a part hereof (the “Property”); and

WHEREAS, CITY has requested ONEOK to relocate the Pipeline to reduce the area of the Easements covered by pavement and ONEOK has agreed to relocate the Pipeline provided that CITY shall reimburse ONEOK the costs of such relocation.

NOW, THEREFORE, in consideration of the premises and of the terms, covenants and conditions hereinafter set forth, it is agreed by and among the parties hereto as follows:

1. ONEOK agrees to relocate the Pipeline to a new site on the Property more specifically shown and described on Exhibit B attached hereto and made a part hereof (the “Pipeline Relocation Area”), the design and specifications for which shall be subject to ONEOK’s

discretion and approval. ONEOK's estimated cost to accomplish such relocation is \$443,700.00 (the "Initial Payment") as outlined on the summary set forth on Exhibit C attached hereto. ONEOK shall have no obligation to proceed with such relocation until CITY delivers the Initial Payment to ONEOK in the form of a wire transfer along with any other documents required herein. Notwithstanding such Initial Payment, CITY agrees to pay and shall be responsible for reimbursing ONEOK the total cost to relocate the Pipeline (including but not limited to the actual cost to ONEOK for materials, labor, reasonable overhead, legal fees, insurance, incidentals, and all other costs and expenses relating to the relocation of the Pipeline) up to an amount not to exceed \$443,700.00 (the "Final Cost"). In the event the Initial Payment is less than the Final Cost, CITY shall pay to ONEOK the difference between such amounts within thirty (30) days from written demand therefore, provided such demand shall be accompanied with such invoices, purchase orders or other documentation to reasonably evidence such Final Cost. In the event the Initial Payment is more than the Final Cost, ONEOK shall reimburse CITY for such difference within thirty (30) days following the final reconciliation of the completion and final accounting of the Pipeline relocation.

2. ONEOK agrees to complete such relocation work in compliance with the applicable statutes, rules and regulations of all federal, state and local governmental entities having jurisdiction, provided that no encroachment permit from the CITY shall be required for the project. ONEOK will use reasonable efforts to keep CITY informed regarding the progress and status of the relocation work. Subject to adequate weather conditions, availability of materials and events of force majeure, ONEOK shall commence the project within approximately thirty (30) days following receipt of the Initial Payment and receipt of the Replacement Easement, defined below. ONEOK shall use reasonable efforts to coordinate the work for the relocation project with CITY

in an effort to minimize disruption to any on-going construction by CITY on and about the Property.

3. CITY hereby authorizes ONEOK and its contractors and representatives to enter upon the Property for the purpose of performing all work and construction activities necessary to move and relocate the Pipeline as contemplated by this Agreement. However, this authorization does not relieve ONEOK of the obligation to obtain any permits and inspections necessary to the removal and relocation of the Pipeline.

4. Prior to the relocation of the Pipeline, CITY shall execute Easements, or otherwise obtain easements, in favor of ONEOK covering a portion of the Pipeline Relocation Area (the "Relocation Easements"), which shall be free and clear of all liens and encumbrances, except for the permitted title exceptions approved in writing by ONEOK. The Relocation Easements are attached hereto as Exhibit D-1 and Exhibit D-2 and made a part hereof. CITY agrees to deliver the executed Relocation Easements to ONEOK and for ONEOK to record the same in the records of the County Clerk of Collin County, Texas, prior to ONEOK delivering the Partial Release (as defined below) to CITY. CITY represents and warrants to ONEOK that the Relocation Easement is free and clear of any other liens or encumbrances.

5. Following the complete relocation of the Pipeline to the Pipeline Relocation Area, ONEOK agrees to partially release the Easements as to the prior location of the Pipeline on the Property that is no longer needed for the use of the relocated Pipeline to the Pipeline Relocation Area (the "Partial Release"). The Parties agree that ONEOK will remove the portion of the existing Pipeline from the Easements that is not needed as part of the Pipeline Relocation Area at the CITY's expense. The form of the Partial Release that ONEOK will record is attached hereto as Exhibit E.

6. This Agreement is not intended and shall not be construed to create the relationship of prime contractor, agent, servant, employee, partnership, joint venture or association as between ONEOK and CITY nor between any officer, employee, contractor or representative of ONEOK or CITY. No joint employment is intended or created by this Agreement for any purpose. ONEOK and CITY agree to so inform their respective employees, agents, contractors and subcontractors, who are involved in the implementation of or construction under this Agreement.

7. If any party defaults in the performance of any provision contained herein, the non-defaulting party shall have all remedies available at law or equity, including, without limitation, the remedy of specific performance, to the extent available. No remedy shall exclude any other remedy. All remedies shall be cumulative.

8. All notices and communications required or permitted to be given hereunder shall be in writing and mailed by certified or registered mail, postage prepaid, or by Federal Express, Airborne Express or similar overnight delivery service, addressed as follows:

If to ONEOK:

ONEOK NGL Pipeline, L.L.C.
2001 South Highway 81
Medford, OK 73759
Attn: ONEOK NGL - Engineering Services

with a copy to:

ONEOK NGL Pipeline, L.L.C.
100 West Fifth Street
Tulsa, OK 74103
Attn: General Counsel

If to CITY:

City of McKinney
221 North Tennessee Street
McKinney, TX 75069
Attn: City Manager

with a copy to:

Brown & Hofmeister, LLP
740 E. Campbell Road, Suite 800
Richardson, Texas 75082
Attn: Mark S. Houser

Notice shall be deemed to have been given upon receipt or refusal thereof by the party to which such notice is addressed.

9. Each party represents to the other that this Agreement and all documents to be executed in connection herewith, have been duly authorized, and each party has the corporate power necessary for, the execution and delivery of each of such documents and the performance of their respective terms and the individuals executing this Agreement and all other documents to be delivered hereto on behalf of the applicable party hereto have been duly appointed and authorized to do so.

10. This Agreement shall be construed under the laws of the State of Texas, and venue for any action hereunder shall be Collin County, Texas.

11. This Agreement (including exhibits hereto) constitutes the entire agreement between the parties relating to the subject matter hereof.

12. This Agreement may be executed in multiple counterparts, each of which for all purposes shall be deemed an original, and all of which shall constitute collectively one agreement.

13. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

14. ONEOK hereby assumes all liability and responsibility for and agrees to fully indemnify, hold harmless and defend the City and its officers, agents, servants and employees from and against all claims, suits, judgments, demands, damages, losses and expenses, including but not limited to attorney's fees, for injury to or death of a person or damage to the Property, arising out, directly or indirectly, ONEOK's negligence or intentional misconduct in connection with ONEOK's use of the Property for the relocation of the Pipeline specifically including but not limited to the construction, maintenance, operation and use of the Pipeline in, upon, under, and across the Property. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

15. For purposes of compliance with the requirements of Texas Government Code § 2252.908, ONEOK hereby avers that ONEOK is a wholly owned subsidiary of a publicly traded business entity.

16. In accordance with Chapter 2270, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Chapter 2270 does not apply to (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless ONEOK is not subject to Chapter 2270 for the reasons stated herein, the signatory executing this contract on behalf of the ONEOK verifies by its signature on this Contract that the ONEOK does not boycott Israel and will not boycott Israel during the term of this contract.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

ONEOK:

ONEOK NGL PIPELINE, L.L.C.,
a Delaware limited liability company

By: _____
Name: Walter L. Allen
Title: Vice President

CITY:

CITY OF MCKINNEY, TEXAS

By: _____
Name: Paul G. Grimes
Title: City Manager

Date: _____, 2020

ATTEST:

EMPRESS DRANE
City Secretary

APPROVED AS TO FORM:

MARK S. HOUSER
City Attorney

STATE OF TEXAS §
COUNTY OF COLLIN §

This instrument was acknowledged before me on _____ day of _____, 2020, by PAUL G. GRIMES, City Manager of the CITY OF MCKINNEY, a Texas home-rule municipal corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

EXHIBIT A

Property Description

DRAFT

EXHIBIT B

Pipeline Relocation Area

A 0.25 acre tract of land out of Abstract A0911, same being the William B. Tucker Survey, Tract 15, and Abstract A0371, Meredith Hart Survey, Sheet 4, Tract 127, Collin County, Texas, being described by metes and bounds as follows:

POINT OF BEGINNING is the intersection of the East line of said 0.25 acre easement and the proposed ONEOK Pipeline, whence the Northeast Corner of said William B. Tucker Survey bears N 0°14'11" W - 131.0';

THENCE S 82°01'54" W - 33.17' along the proposed ONEOK Pipeline;

THENCE N 33°11'40" W - 70.09' on the westerly line of said 0.25 acre easement;

THENCE S 89°38'12" W - 114.08' on the southerly line of said 0.25 acre easement;

THENCE S 23°08'37" W - 93.69' on a southeasterly line of said 0.25 acre easement;

THENCE S 80°43'11" W - 35.54' along the proposed ONEOK Pipeline;

THENCE N 23°08'37" E - 132.41' on the westerly line of said 0.25 acre easement;

THENCE N 89°38'12" E - 150.09' on the northerly line of said 0.25 acre easement;

THENCE S 33°11'40" E - 100.58' to the POINT OF BEGINNING;

Said tract is a calculated 0.25 acre tract for an easement being 30' in width as measured 15' parallel and perpendicular to either side of a proposed ONEOK Pipeline.

EXHIBIT C

Estimate of Cost

EXECUTIVE SUMMARY ENGINEERING +15%/-15% Accuracy Range

	ESTIMATED 09-Oct-20 COST
I. ENG. ,PROJ. MGMT., & CONST. MGMT.	
A. Project Management, Engineering & Construction Support	\$54,300
B. Mapping/Drafting	\$5,000
C. FEED Study	\$14,400
Total I.	\$73,700
II. ENVIRONMENTAL & ENVIR. PERMITTING	
A. Desktop Review	\$2,200
B. BMP Plan	\$2,200
C. Permit Applications	\$1,100
D. Field Investigation	\$2,700
Total II.	\$8,200
III. SURVEY	
A. Survey - Preliminary, Construction Staking, As-Built (8 days)	\$21,500
B. Geotechnical Survey	\$0
Total III.	\$21,500
VI. PIPELINE MATERIAL	
A. 6", 0.280", X-42, FBE (480 ft)	\$7,800
B. 6" 90 Degree Segmentable 3R Bend (1ea)	\$400
C. 6" 45 Degree Segmentable 3R Bends (3ea)	\$900
D. Line Stop Materials (1 Stop)	\$11,700
E. Line Drying/Pigging Materials	\$1,500
F. Freight (5%)	\$1,100
Total VI.	\$23,400
VII. PIPELINE INSTALLATION	
A. Line Pipe Installation	\$182,500
B. X-Ray	\$2,500
C. Water Hauling	\$2,000
D. Frac Tank Rental	\$2,300
E. Line Stop Labor (1 Stop)	\$22,400
F. Remove 325' of 6" Pipe	\$12,400
Total VII.	\$224,100
VIII. CONSTRUCTION INSPECTION	
A. Chief Inspector (4 weeks)	\$24,000
Total VIII.	\$24,000
IX. COMMISSIONING & START-UP	
A. Nitrogen Purge	\$5,000
B. Pipeline Integrity Tool	\$0
Total IX.	\$5,000
X. SALES TAX on PIPELINE MATERIALS (8.25%)	\$1,800
Total Direct Pipeline Costs	\$381,700
XI. CONTINGENCY (15%)	\$57,300
XII. COMPANY G & A (Overheads)	\$4,700
Grand Total	\$443,700

EXHIBIT D-1
Relocation Easement – Bates – Parcel 1



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RIGHT-OF-WAY AGREEMENT

Return To: **ONEOK, Inc., Real Estate Services, 2738 M&K Lane, El Reno, OK 73036**

AFE: _____
LINE: _____ TR. _____ Agent: _____

STATE OF TEXAS
COUNTY OF COLLIN

For and in consideration of Ten Dollars (\$10.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned landowner SHERYL LYNN BATES, INDIVIDUALLY AND AS INDEPENDENT EXECUTRIX OF THE ESTATE OF RENE BATES, DECEASED (hereinafter called GRANTOR, whether one or more), does hereby GRANT, BARGAIN, SELL and CONVEY to ONEOK NGL Pipeline, L.L.C., a Delaware limited liability company, its successors and assigns (hereinafter called GRANTEE), a right-of-way and easement along a route, the location of which has been agreed to by the parties herein (the location of the pipeline, as constructed, to evidence such agreed route), to construct, maintain, operate, repair, replace, abandon in place, change the size of, inspect, reconstruct, relocate remove and any and all related uses thereto (the "Permitted Uses") pipeline(s) and necessary and incident facilities, equipment and appurtenances, including but not limited to valves and markers (the "Facilities") for the transportation of oil, gas, petroleum products, and/or any other liquids, gases, or substances which can be transported through pipelines, across under and upon the lands of GRANTOR in the County of Collin , State of Texas, To wit:

A permanent easement Fifty (50') feet in width and a temporary construction easement of an additional Twenty-five (25') feet in width across the following tract(s) of land:

BEING 6,515 square feet or 0.150 acres of land situated in the W.B. Tucker Survey, Abstract No. 911, and being a portion of a remainder of a 101.666 acre tract conveyed to René Bates as recorded in Instrument No. 19991222001532920 of the Official Public Records of Collin County, Texas;

And as generally described on the attached Exhibit "A" and depicted on the attached Exhibit "B" (the "Easement").

During construction, GRANTEE shall have the right to use an additional work space of up to one hundred fifty feet by one hundred fifty feet (150' x 150'), or equivalent square footage, along the easement area at the crossing of road, railroads, stream, terraces and uneven terrain.

The GRANTEE shall have all of the rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including but without limiting the same to the free right of ingress and egress over and across said lands to and from said Easement, the right to use all roads over and across said lands, and the right from time to time to cut all trees and undergrowth and remove other obstructions that may injure, endanger or interfere with the use of said Facilities. GRANTOR may continue to use the surface of the Easement for agricultural, pasturage, or other purposes which will not interfere with the use of the Easement by GRANTEE or any of the rights herein granted (the "Retained Rights"); provided, however, that GRANTOR shall not impound water upon the Easement, change the ground elevation or grade of the Easement, or construct or permit to be constructed any building, structure, improvement or obstruction, or plant any trees or shrubs upon the Easement which would interfere with GRANTEE'S exercise of the rights hereby

conveyed, including access to the Easement, and the safe operation of the Facilities. The GRANTEE shall have the absolute right to assign, sell, lease or otherwise transfer this Easement in whole or in part.

TO HAVE AND TO HOLD unto the said GRANTEE, its successors and assigns, for so long as said Easement is used by GRANTEE or useful to GRANTEE, with ingress to and egress from said premises for the Permitted Uses. However, GRANTEE shall have the right to abandon and terminate all or any part of the rights granted herein, by filing a release of same in the county records. The undersigned hereby bind themselves, their heirs, executors, administrators and assigns, to warrant and forever defend all and singular said premises unto GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The GRANTEE agrees to pay for any physical damage to growing crops, timber, fences, or other structural improvements located outside the above-described Easement which are caused by the Permitted Uses. Furthermore, GRANTEE shall compensate GRANTOR for damages to the right-of-way surface, including damages for growing crops, which may be occasioned upon said Easement by the Permitted Uses.

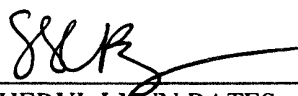
Grantee agrees to protect, indemnify, and hold harmless Grantor for any claims, damages, and/or liabilities, including but not limited to claims for damage to property and personal injury (including bodily injury and death), to the extent arising out of Grantee's negligent acts or omissions, intentional misconduct, or illegal acts, in the construction, operation, maintenance, and removal of Grantee's pipeline.

No failure to comply with any covenant on the part of GRANTEE shall be construed as a breach of this agreement unless and until written notice has first been given to GRANTEE that GRANTOR believes GRANTEE has failed to comply with such covenant, setting out the grounds therefor, and GRANTEE has then failed to correct such failure within thirty (30) days after receipt of such notice or has failed to correct such failure within thirty (30) days after final determination, by agreement or by litigation in a court of competent jurisdiction, that a breach, in fact, exists.

It is agreed that this grant covers all the agreements between the parties and that no representation or statements, verbal or written, have been made modifying, adding to or changing the terms of this Agreement.

14 IN TESTIMONY WHEREOF, the GRANTORS herein have executed this conveyance this day of July, 2020.

LANDOWNER'S SIGNATURE

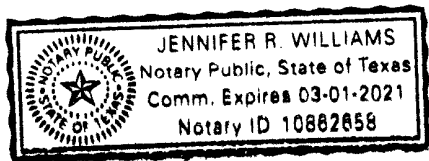
By: 
SHERYL LYNN BATES,
INDIVIDUALLY AND AS
INDEPENDENT EXECUTRIX
OF THE ESTATE OF RENE
BATES, DECEASED

ACKNOWLEDGEMENTS

THE STATE OF TEXAS,
COUNTY OF COLLIN

This instrument was acknowledged before me on the 14 day of July, 2020, by SHERYL LYNN BATES, INDIVIDUALLY AND AS INDEPENDENT EXECUTRIX OF THE ESTATE OF RENE BATES, DECEASED, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the benefits and purposes set forth in the foregoing document.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 14 DAY OF July, 2020.



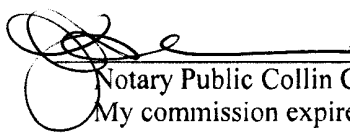

Notary Public Collin County, Texas
My commission expires 03/01/21

EXHIBIT "A"
ONEOK ENERGY
BLOOMDALE ROAD EXTENSION

PARCEL NO. 1
OWNER: RENE BATES
GAS LINE EASEMENT ACQUISITION
W.B. TUCKER SURVEY, ABSTRACT NO. 911
COLLIN COUNTY, TEXAS

Being a 0.150 acre tract of land situated in the W.B. Tucker Survey, Abstract No. 911, Collin County, Texas, said 0.150 acre tract of land being a portion of a remainder of a 101.666 acre tract of land (by deed) conveyed to Rene Bates as recorded in County Clerk's File No. 19991222001532920 of the Official Public Records of Collin County, Texas, said 0.150 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod with cap stamped "GORRONDONA & ASSOCIATES" found (controlling monument) in the east line of said remainder of the 101.666 acre tract of land, said 5/8 inch iron rod with cap stamped "GORRONDONA & ASSOCIATES" found being in the east line of said Abstract No. 911, said 5/8 inch iron rod with cap stamped "GORRONDONA & ASSOCIATES" found being in the west line of the remainder of a 51.70 acre tract of land (by deed) conveyed to BORNEO 6SJ as recorded in County Clerk's File No. 19950814000581220 of said Official Public Records of Collin County, Texas, said 5/8 inch iron rod with cap stamped "GORRONDONA & ASSOCIATES" found being in the west line of the M. Hart Survey, Abstract No. 371, said 5/8 inch iron rod with cap stamped "GORRONDONA & ASSOCIATES" found also being in the proposed north right-of-way line of Bloomdale Road (a 60' right-of-way), from which a 5/8 inch iron rod with cap stamped "GORRONDONA & ASSOCIATES" found (controlling monument) for the southeast corner of said remainder of the 101.666 acre tract of land bears South 01 degrees 43 minutes 56 seconds West, a distance of 71.72 feet, said 5/8 inch iron rod with cap stamped "GORRONDONA & ASSOCIATES" found being the southwest corner of said remainder of the 51.70 acre tract of land, said 5/8 inch iron rod with cap stamped "GORRONDONA & ASSOCIATES" found being in the north line of a 196.7 acre tract of land (by deed) conveyed to Timber Creek Properties, LLC as recorded in County Clerk's File No. 20080904001073680 of said Official Public Records of Collin County, Texas, said 5/8 inch iron rod with cap stamped "GORRONDONA & ASSOCIATES" found also being in the proposed south right-of-way line of said Bloomdale Road; THENCE North 01 degrees 43 minutes 56 seconds East, with the east line of said remainder of the 101.666 acre tract of land, with the east line of said Abstract No. 911, with the west line of the said remainder of the 51.70 acre tract of land and with the west line of said Abstract No. 371, a distance of 58.59 feet to the **POINT OF BEGINNING**, said point being the beginning of a non-tangent curve to the left having a radius of 1,160.00 feet, a central angle of 02 degrees 50 minutes 52 seconds, and whose chord bears North 59 degrees 02 minutes 38 seconds West, a chord distance of 57.65 feet;

THENCE Northwesterly, with said non-tangent curve to the left, an arc length of 57.66 feet to a point for corner;

THENCE South 88 degrees 57 minutes 50 seconds West, a distance of 43.10 feet to a point for corner;

- THENCE** South 52 degrees 25 minutes 39 seconds West, a distance of 98.56 feet to a point for corner in the southerly line of said remainder of the 101.666 acre tract of land, said point being the beginning of a non-tangent curve to the left having a radius of 1,050.00 feet, a central angle of 01 degrees 51 minutes 11 seconds, and whose chord bears North 65 degrees 30 minutes 56 seconds West, a chord distance of 33.96 feet, said point being in the northerly line of said 196.7 acre tract of land and in the proposed south right-of-way line of said Bloomdale Road,;
- THENCE** Northwesterly, with said non-tangent curve to the left, with the southerly line of said remainder of the 101.666 acre tract of land, with the northerly line of said 196.7 acre tract of land and with the proposed south right-of-way line of said Bloomdale Road, an arc length of 33.96 feet to a point for corner;
- THENCE** North 52 degrees 25 minutes 39 seconds East, a distance of 124.38 feet to a point for corner;
- THENCE** North 88 degrees 57 minutes 50 seconds East, a distance of 61.15 feet to a point for the beginning of a non-tangent curve to the right having a radius of 1190.00 feet, a central angle of 02 degrees 23 minutes 34 seconds, and whose chord bears South 59 degrees 40 minutes 07 seconds East, a chord distance of 49.69 feet;
- THENCE** Southeasterly, with said non-tangent curve to the right, an arc length of 49.70 feet to a point for corner in the east line of said remainder of the 101.666 acre tract of land, said point being in the east line of said Abstract No. 911, said point being in the west line of said remainder of the 51.70 acre tract of land, said point also being in the west line of said Abstract No. 371, from which a 5/8 inch iron rod found (controlling monument) in the east line of said remainder of the 101.666 acre tract of land and in the west line of said remainder of the 51.70 acre tract of land, bears North 01 degrees 43 minutes 56 seconds East, a distance of 43.94 feet;
- THENCE** South 01 degrees 43 minutes 56 seconds West, with the east line of said remainder of the 101.666 acre tract of land, with the east line of said Abstract No. 911, with the west line of the said remainder of the 51.70 acre tract of land and with the west line of said Abstract No. 371, a distance of 34.72 feet to the **POINT OF BEGINNING** and containing a total of 6,515 square feet or 0.150 acres of land (2,023 square feet or 0.047 acres of land in proposed Bloomdale Road), more or less.

NOTES:

1. A plat of same date herewith accompanies this legal description.
2. All bearings and coordinates are based on the Texas State Plane Coordinate System, NAD-83 (2011), the North Central Zone (4202) and adjusted to surface values using a Surface Adjustment Factor for Collin County of 1.00152710. Distances and areas shown are surface values and in U.S. Survey Feet.
3. This survey was performed without the benefit of a Title Report, there may be easements and/or covenants affecting this property not shown hereon.

SURVEYOR'S CERTIFICATE *

TO ALL PARTIES INTERESTED IN TITLE TO THE PREMISES SURVEYED, I DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED FROM PUBLIC RECORDS AND FROM AN ACTUAL AND ACCURATE SURVEY UPON THE GROUND AND THAT SAME IS TRUE AND CORRECT.

April 11, 2019

By: _____

Lyndon M. Hodgins
Registered Professional Land Surveyor
Texas No. 4584
Gorronдона & Associates, Inc
Texas Firm No. 10106903

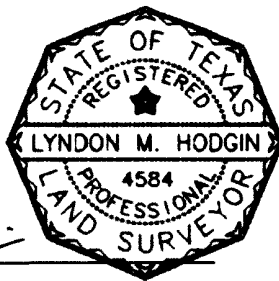


EXHIBIT "B"

PARCEL No. 1

134.631 ACRES (BY DEED)
MAC TMK, LP
C.C.F. No. 20060526000719840
O.P.R.C.C.T.

**GAS LINE EASEMENT
ACQUISITION AREA
IN PROPOSED
BLOOMDALE ROAD
2,023 SQ. FT. OR
0.047 ACRES**

**GAS LINE EASEMENT
ACQUISITION AREA
4,492 SQ. FT. OR
0.103 ACRES**

REMAINDER OF 51.70
ACRES (BY DEED)
BORNEO 6SJ
C.C.F. No. 19950814000581220
O.P.R.C.C.T.

COUNTY ROAD 164

BLOOMDALE ROAD
(PROPOSED 60' RIGHT-OF-WAY)

W. B. TUCKER SURVEY
ABSTRACT No. 911

APPROXIMATE LOCATION
30' KOCH PIPELINE EASEMENT
INSTRUMENT NO. 92-0062592
VOLUME 2694, PAGE 250
D.R.C.C.T.

50' ROW
ENERGY TRANSFER
BI-STONE FUEL COMPANY
VOLUME 5688, PAGE 993
VOLUME 608, PAGE 118
D.R.C.C.T.

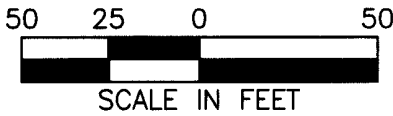
**M. HART SURVEY
ABSTRACT No. 371**

196.7 ACRES (BY DEED)
TIMBER CREEK PROPERTIES LLC
C.C.F. No. 20080904001073680
O.P.R.C.C.T.

P.O.C.
FND 5/8" IRON ROD
W/CAP STAMPED
"GORRONDONA &
ASSOCIATES (CM)

FND 5/8" IRON ROD
W/CAP STAMPED
"GORRONDONA &
ASSOCIATES (CM)

ABSTRACT NO. 911
ABSTRACT NO. 371



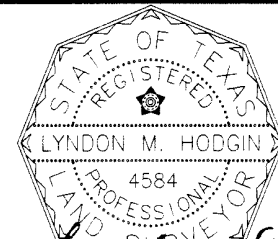
Oneok Energy

NATURAL GAS LIQUIDS COMPANY

ONEOK PLAZA 100 WEST FIFTH STREET TULSA, OKLAHOMA 74103

BLOOMDALE ROAD EXTENSION

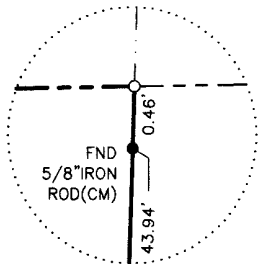
PARCEL NO. 1	PROJECT CIP NO. 4227
GAS LINE EASEMENT ACQUISITION	
OWNER: RENE BATES	
SURVEY: W.B. TUCKER SURVEY, ABSTRACT NO. 911	
LOCATION: CITY OF MCKINNEY, COLLIN COUNTY, TEXAS	
ACQUISITION AREA: 6,515 SQUARE FEET OR 0.150 ACRES	
WHOLE PROPERTY ACREAGE: REMAINDER OF 101.666 ACRES (BY DEED)	



LYNDON M. HODGIN
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 4584 TEXAS FIRM No. 10106903

EXHIBIT "B"

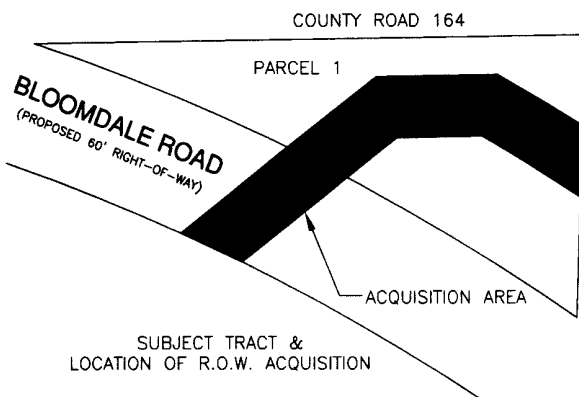
PARCEL No. 1



DETAIL "B"
NOT TO SCALE

CURVE TABLE					
CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C-1	1,160.00'	02°50'52"	N 59°02'38"W	57.65'	57.66'
C-2	1,050.00'	01°51'11"	N 65°30'56"W	33.96'	33.96'
C-3	1,190.00'	02°23'34"	S 59°40'07"E	49.69'	49.70'

LINE TABLE		
LINE	BEARING	DISTANCE
L-1	S 88°57'50"W	43.10'
L-2	N 88°57'50"E	61.15'
L-3	S 01°43'56"W	34.72'



SUBJECT TRACT &
LOCATION OF R.O.W. ACQUISITION

LEGEND	
●	IRON ROD FOUND (AS NOTED)
○	CALCULATED POINT
⊗	SET 5/8" IRON ROD W/CAP STAMPED "GORRONDONA & ASSOC."
---	PROPERTY LINE (AS NOTED)
---	SURVEY LINE
---	PROPOSED R.O.W. LINE
(CM)	CONTROLLING MONUMENT
D.R.C.C.T.	DEED RECORDS COLLIN COUNTY TEXAS
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS COLLIN COUNTY TEXAS
	PROPOSED RIGHT-OF-WAY ACQUISITION AREA

NOTES:

1. A LEGAL DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT.
2. ALL BEARINGS AND COORDINATES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD-83, THE NORTH CENTRAL ZONE 4202, AND ADJUSTED TO SURFACE VALUES USING A SURFACE ADJUSTMENT FACTOR FOR COLLIN COUNTY OF 1.00152710. DISTANCES AND AREAS SHOWN ARE SURFACE VALUES AND IN U.S. SURVEY FEET.
3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT, THERE MAY BE EASEMENTS AND/OR COVENANTS AFFECTING THIS PROPERTY NOT SHOWN HEREON.



Oneok Energy

NATURAL GAS LIQUIDS COMPANY

ONEOK PLAZA 100 WEST FIFTH STREET TULSA, OKLAHOMA 74103

BLOOMDALE ROAD EXTENSION

PARCEL NO. 1 PROJECT CIP NO. 4227

GAS LINE EASEMENT ACQUISITION

OWNER: RENE BATES

SURVEY: W.B. TUCKER SURVEY, ABSTRACT NO. 911

LOCATION: CITY OF MCKINNEY, COLLIN COUNTY, TEXAS

ACQUISITION AREA: 6,515 SQUARE FEET OR 0.150 ACRES

WHOLE PROPERTY ACREAGE: REMAINDER OF 101.666 ACRES (BY DEED)

JOB No. BMDC1702.00

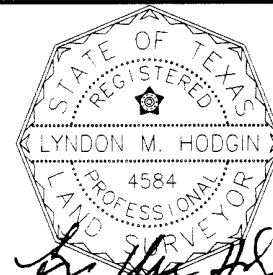
DRAWN BY: JDR

CAD FILE: PARCEL 1 GAS-30.DWG

DATE: APRIL 11, 2019

EXHIBIT B PAGE 5 OF 5

SCALE: 1" = 50'



LYNDON M. HODGIN
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 4584 TEXAS FIRM No. 10106903

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
07/16/2020 01:52:39 PM
\$58.00 NPRECCELLA
20200716001108290



Stacey Kemp

EXHIBIT D-2
Relocation Easement - Borneo 6SJ – Parcel 2



20200716001108240 07/16/2020 01:52:34 PM AG 1/9

RIGHT-OF-WAY AGREEMENT

Return To: **ONEOK, Inc., Real Estate Services, 2738 M&K Lane, El Reno, OK 73036**

A/E: _____
LINE: _____ TR. _____ Agent: _____

STATE OF TEXAS
COUNTY OF COLLIN

For and in consideration of Ten Dollars (\$10.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned landowner **SHERYL LYNN BATES, INDIVIDUALLY AND AS INDEPENDENT EXECUTRIX OF THE ESTATE OF RENE BATES, DECEASED, DBA BORNEO 6SJ** (hereinafter called GRANTOR, whether one or more), does hereby GRANT, BARGAIN, SELL and CONVEY to **ONEOK NGL Pipeline, L.L.C.**, a Delaware limited liability company, its successors and assigns (hereinafter called GRANTEE), a right-of-way and easement along a route, the location of which has been agreed to by the parties herein (the location of the pipeline, as constructed, to evidence such agreed route), to construct, maintain, operate, repair, replace, abandon in place, change the size of, inspect, reconstruct, relocate remove and any and all related uses thereto (the "Permitted Uses") pipeline(s) and necessary and incident facilities, equipment and appurtenances, including but not limited to valves and markers (the "Facilities") for the transportation of oil, gas, petroleum products, and/or any other liquids, gases, or substances which can be transported through pipelines, across under and upon the lands of GRANTOR in the County of Collin , State of Texas, To wit:

A permanent easement Fifty (50') feet in width and a temporary construction easement of an additional Twenty-five (25') feet in width across the following tract(s) of land:

BEING 2,324 square feet or 0.053 acres of land situated in the Meredith Hart Survey, Abstract No. 371, and being a portion of a remainder of a 51.70 acre tract conveyed to Borneo 6SJ as recorded in Instrument No. 19950814000581220 of the Official Public Records of Collin County, Texas;

And as generally described on the attached Exhibit "A" and depicted on the attached Exhibit "B" (the "Easement").

During construction, GRANTEE shall have the right to use an additional work space of up to one hundred fifty feet by one hundred fifty feet (150' x 150'), or equivalent square footage, along the easement area at the crossing of road, railroads, stream, terraces and uneven terrain.

The GRANTEE shall have all of the rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including but without limiting the same to the free right of ingress and egress over and across said lands to and from said Easement, the right to use all roads over and across said lands, and the right from time to time to cut all trees and undergrowth and remove other obstructions that may injure, endanger or interfere with the use of said Facilities. GRANTOR may continue to use the surface of the Easement for agricultural, pasturage, or other purposes which will not interfere with the use of the Easement by GRANTEE or any of the rights herein granted (the "Retained Rights"); provided, however, that GRANTOR shall not impound water upon the Easement, change the ground elevation or grade of the Easement, or construct or permit to be constructed any building, structure, improvement or obstruction, or plant any trees or

shrubs upon the Easement which would interfere with GRANTEE'S exercise of the rights hereby conveyed, including access to the Easement, and the safe operation of the Facilities. The GRANTEE shall have the absolute right to assign, sell, lease or otherwise transfer this Easement in whole or in part.

TO HAVE AND TO HOLD unto the said GRANTEE, its successors and assigns, for so long as said Easement is used by GRANTEE or useful to GRANTEE, with ingress to and egress from said premises for the Permitted Uses. However, GRANTEE shall have the right to abandon and terminate all or any part of the rights granted herein, by filing a release of same in the county records. The undersigned hereby bind themselves, their heirs, executors, administrators and assigns, to warrant and forever defend all and singular said premises unto GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The GRANTEE agrees to pay for any physical damage to growing crops, timber, fences, or other structural improvements located outside the above-described Easement which are caused by the Permitted Uses. Furthermore, GRANTEE shall compensate GRANTOR for damages to the right-of-way surface, including damages for growing crops, which may be occasioned upon said Easement by the Permitted Uses.


Grantee agrees to protect, indemnify, and hold harmless Grantor for any claims, damages, and/or liabilities, including but not limited to claims for damage to property and personal injury (including bodily injury and death), to the extent arising out of Grantee's negligent acts or omissions, intentional misconduct, or illegal acts, in the construction, operation, maintenance, and removal of Grantee's pipeline.

No failure to comply with any covenant on the part of GRANTEE shall be construed as a breach of this agreement unless and until written notice has first been given to GRANTEE that GRANTOR believes GRANTEE has failed to comply with such covenant, setting out the grounds therefor, and GRANTEE has then failed to correct such failure within thirty (30) days after receipt of such notice or has failed to correct such failure within thirty (30) days after final determination, by agreement or by litigation in a court of competent jurisdiction, that a breach, in fact, exists.

It is agreed that this grant covers all the agreements between the parties and that no representation or statements, verbal or written, have been made modifying, adding to or changing the terms of this Agreement.

IN TESTIMONY WHEREOF, the GRANTORS herein have executed this conveyance this 14 day of July, 2020.

LANDOWNER'S SIGNATURE

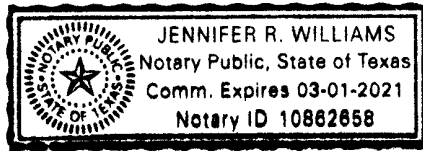
By: 
**SHERYL LYNN BATES,
INDIVIDUALLY AND AS
INDEPENDENT EXECUTRIX
OF THE ESTATE OF RENE
BATES, DECEASED, DBA BORNEO
6SJ**

ACKNOWLEDGMENTS

THE STATE OF TEXAS,
COUNTY OF COLLIN

This instrument was acknowledged before me on the 14 day of July, 2020, by SHERYL LYNN BATES, INDIVIDUALLY AND AS INDEPDENDENT EXECUTRIX OF THE ESTATE OF RENE BATES, DECEASED, DBA **BORNEO 6SJ**, a proprietorship, 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 on behalf of and as the act of **BORNEO 6SJ**.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 14 DAY OF July, 2020.



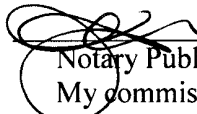

Notary Public Collin County, Texas
My commission expires 03/01/21

EXHIBIT "A"
ONEOK ENERGY
BLOOMDALE ROAD EXTENSION

PARCEL NO. 2
OWNER: BORNEO 6SJ
GAS LINE EASEMENT ACQUISITION
MEREDITH HART SURVEY, ABSTRACT NO. 371
COLLIN COUNTY, TEXAS

Being a 0.053 acre tract of land situated in the Meredith Hart Survey, Abstract No. 371, Collin County, Texas, said 0.053 acre tract of land being a portion of a remainder of a 51.70 acre tract of land (by deed) conveyed to Borneo 6SJ as recorded in County Clerk's File No. 19950814000581220 of the Official Public Records of Collin County, Texas, said 0.053 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod with cap stamped "GORRONDONA & ASSOCIATES" found (controlling monument) in the west line of said remainder of the 51.70 acre tract of land, said 5/8 inch iron rod with cap stamped "GORRONDONA & ASSOCIATES" found being in the west line of said Meredith Hart Survey, Abstract No. 371, said 5/8 inch iron rod with cap stamped "GORRONDONA & ASSOCIATES" found being in the east line of a remainder of a 101.666 acre tract of land (by deed) conveyed to Rene Bates as recorded in County Clerk's File No. 19991222001532920 of said Official Public Records of Collin County, Texas, said 5/8 inch iron rod with cap stamped "GORRONDONA & ASSOCIATES" found being in the east line of said Abstract No. 911, said 5/8 inch iron rod with cap stamped "GORRONDONA & ASSOCIATES" found also being in the proposed north right-of-way line of Bloomdale Road (a 60' right-of-way), from which a 5/8 inch iron rod with cap stamped "GORRONDONA & ASSOCIATES" found (controlling monument) for the southwest corner of said remainder of the 51.70 acre tract of land bears South 01 degrees 43 minutes 56 seconds West, a distance of 71.72 feet, said 5/8 inch iron rod with cap stamped "GORRONDONA & ASSOCIATES" found being the southeast corner of said remainder of the 101.666 acre tract of land, said 5/8 inch iron rod with cap stamped "GORRONDONA & ASSOCIATES" found being in the north line of a 196.7 acre tract of land (by deed) conveyed to Timber Creek Properties, LLC as recorded in County Clerk's File No. 20080904001073680 of said Official Public Records of Collin County, Texas, said 5/8 inch iron rod with cap stamped "GORRONDONA & ASSOCIATES" found being in proposed south right-of-way line of said Bloomdale Road; THENCE North 01 degrees 43 minutes 56 seconds East, with the west line of the said remainder of the 51.70 acre tract of land, with the west line of said Abstract No. 371, with the east line of said remainder of the 101.666 acre tract of land and with the east line of said Abstract No. 911, a distance of 58.59 feet to the **POINT OF BEGINNING** of the herein described 0.053 acre tract of land;

THENCE North 01 degrees 43 minutes 56 seconds East, with the west line of the said remainder of the 51.70 acre tract of land, with the west line of said Abstract No. 371, with the east line of said remainder of the 101.666 acre tract of land and with the east line of said Abstract No. 911, a distance of 34.72 feet to a point for corner, said point being the beginning of a non-tangent curve to the right having a radius of 1,190.00 feet, a central angle of 04 degrees 55 minutes 13 seconds, and whose chord bears South 56 degrees 00 minutes 43 seconds East, a chord distance of 102.16 feet, from which a 5/8 inch iron rod (controlling monument) found in the west line of said remainder of the 51.70 acre tract of land and in the east line of

said remainder of the 101.666 acre tract of land, bears North 01 degrees 43 minutes 56 seconds East, a distance of 43.94 feet;

THENCE Southeasterly, with said non-tangent curve to the right, an arc length of 102.19 feet to a point for corner in the north line of a 30 foot easement conveyed to Koch Pipeline as recorded in Instrument No. 19920914000625920 of said Official Public Records of Collin County, Texas;

THENCE South 80 degrees 53 minutes 39 seconds West, with the north line of said 30 foot easement, a distance of 42.56 feet to a point being the beginning of a non-tangent curve to the left having a radius of 1,160.00 feet, a central angle of 02 degrees 35 minutes 46 seconds, and whose chord bears North 56 degrees 19 minutes 19 seconds West, a chord distance of 52.56 feet;

THENCE Northwesterly, with said non-tangent curve to the left, an arc length of 52.56 feet to the **POINT OF BEGINNING** and containing 2,324 square feet or 0.053 acres of land, more or less.

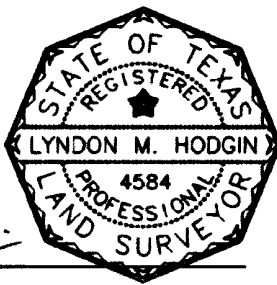
NOTES:

1. A plat of same date herewith accompanies this legal description.
2. All bearings and coordinates are based on the Texas State Plane Coordinate System, NAD-83 (2011), the North Central Zone (4202) and adjusted to surface values using a Surface Adjustment Factor for Collin County of 1.00152710. Distances and areas shown are surface values and in U.S. Survey Feet.
3. This survey was performed without the benefit of a Title Report, there may be easements and/or covenants affecting this property not shown hereon.

SURVEYOR'S CERTIFICATE *

TO ALL PARTIES INTERESTED IN TITLE TO THE PREMISES SURVEYED, I DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED FROM PUBLIC RECORDS AND FROM AN ACTUAL AND ACCURATE SURVEY UPON THE GROUND AND THAT SAME IS TRUE AND CORRECT.

March 20, 2019



By: _____

Lyndon M. Hodgins
Registered Professional Land Surveyor
Texas No. 4584
Gorronдона & Associates, Inc
Texas Firm No. 10106903

EXHIBIT "B"

PARCEL No. 2

COUNTY ROAD 164

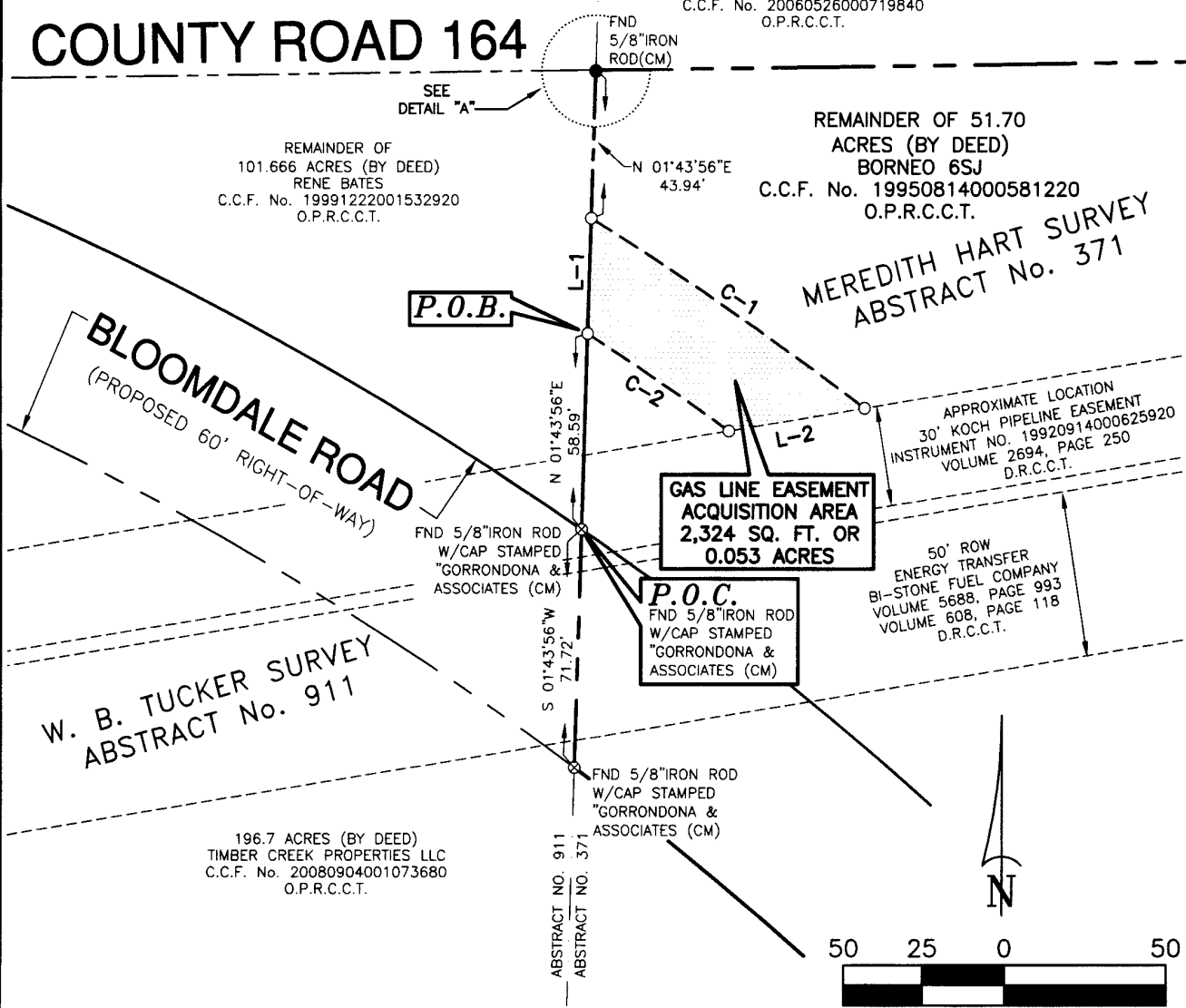
134.631 ACRES (BY DEED)
 MAC TMK, LP
 C.C.F. No. 20060526000719840
 O.P.R.C.C.T.

REMAINDER OF
 101.666 ACRES (BY DEED)
 RENE BATES
 C.C.F. No. 19991222001532920
 O.P.R.C.C.T.

REMAINDER OF 51.70
 ACRES (BY DEED)
 BORNEO 6SJ
 C.C.F. No. 19950814000581220
 O.P.R.C.C.T.

APPROXIMATE LOCATION
 30' KOCH PIPELINE EASEMENT
 INSTRUMENT NO. 19920914000625920
 VOLUME 2694, PAGE 250
 D.R.C.C.T.

50' ROW
 ENERGY TRANSFER
 BI-STONE FUEL COMPANY
 VOLUME 5688, PAGE 993
 VOLUME 608, PAGE 118
 D.R.C.C.T.



Oneok Energy

NATURAL GAS LIQUIDS COMPANY
 ONEOK PLAZA 100 WEST FIFTH STREET TULSA, OKLAHOMA 74103

BLOOMDALE ROAD EXTENSION

PARCEL NO. 2	PROJECT CIP NO. 4227
GAS LINE EASEMENT ACQUISITION	
OWNER: BORNEO 6SJ	
SURVEY: MEREDITH HART SURVEY, ABSTRACT NO. 371	
LOCATION: CITY OF MCKINNEY, COLLIN COUNTY, TEXAS	
ACQUISITION AREA: 2,324 SQUARE FEET OR 0.053 ACRES	
WHOLE PROPERTY ACREAGE: REMAINDER OF 51.70 ACRES (BY DEED)	
JOB No. BMDC1702.00	DRAWN BY: JDR
DATE: APRIL 12, 2019 (REV)	EXHIBIT B PAGE 4 OF 5
CAD FILE: PARCEL 2 30' GAS.DWG	SCALE: 1" = 50'



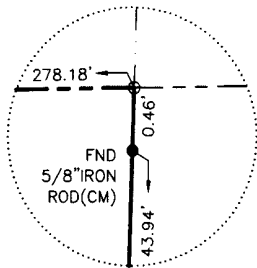
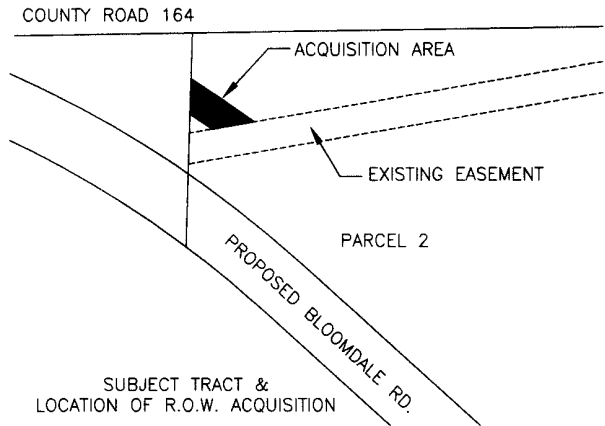
LYNDON M. HODGIN
 REGISTERED PROFESSIONAL LAND SURVEYOR
 NO. 4584 TEXAS FIRM No. 10106903

EXHIBIT "B"

PARCEL No. 2

CURVE TABLE					
CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C-1	1190.00'	04°55'13"	S 56°00'43"E	102.16'	102.19'
C-2	1,160.00'	02°35'46"	N 56°19'19"W	52.56'	52.56'

LINE TABLE		
LINE	BEARING	DISTANCE
L-1	N 01°43'56"E	34.72'
L-2	S 80°53'39"W	42.56'



DETAIL "B"
NOT TO SCALE

LEGEND	
●	IRON ROD FOUND (AS NOTED)
○	CALCULATED POINT
⊗	SET 5/8" IRON ROD W/CAP STAMPED "GORRONDONA & ASSOC."
---	PROPERTY LINE (AS NOTED)
---	SURVEY LINE
---	PROPOSED EASEMENT LINE
(CM)	CONTROLLING MONUMENT
D.R.C.C.T.	DEED RECORDS COLLIN COUNTY TEXAS
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS COLLIN COUNTY TEXAS
□	PROPOSED EASEMENT ACQUISITION AREA

- NOTES:**
- A LEGAL DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT.
 - ALL BEARINGS AND COORDINATES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD-83, THE NORTH CENTRAL ZONE 4202, AND ADJUSTED TO SURFACE VALUES USING A SURFACE ADJUSTMENT FACTOR FOR COLLIN COUNTY OF 1.00152710. DISTANCES AND AREAS SHOWN ARE SURFACE VALUES AND IN U.S. SURVEY FEET.
 - THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT, THERE MAY BE EASEMENTS AND/OR COVENANTS AFFECTING THIS PROPERTY NOT SHOWN HEREON.



Oneok Energy

NATURAL GAS LIQUIDS COMPANY

ONEOK PLAZA 100 WEST FIFTH STREET TULSA, OKLAHOMA 74103

BLOOMDALE ROAD EXTENSION

PARCEL NO. 2	PROJECT CIP NO. 4227
GAS LINE EASEMENT ACQUISITION	
OWNER: BORNEO 6SJ	
SURVEY: MEREDITH HART SURVEY, ABSTRACT NO. 371	
LOCATION: CITY OF MCKINNEY, COLLIN COUNTY, TEXAS	
ACQUISITION AREA: 2,324 SQUARE FEET OR 0.053 ACRES	
WHOLE PROPERTY ACREAGE: REMAINDER OF 51.70 ACRES (BY DEED)	



JOB No. BMDC1702.00	DRAWN BY: JDR	CAD FILE: PARCEL 2 30' GAS.DWG
DATE: APRIL 12, 2019 (REV)	EXHIBIT B PAGE 5 OF 5	SCALE: N/A

LYNDON M. HODGIN
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 4584 TEXAS FIRM No. 10106903

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
07/16/2020 01:52:34 PM
\$58.00 NPRECELLA
20200716001108240



Stacey Kemp

EXHIBIT E

Partial Release of Easement

STATE OF TEXAS)
)
COUNTY OF COLLIN)

PARTIAL RELEASE OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Robert Housley and Etna V. Housley granted Matador Pipelines, Inc. a pipeline easement to construct, maintain, and operate a pipeline and appurtenances thereto on, over and through the following described lands situated in Collin County, State of Texas, to-wit:

Being a 162.32 acre tract of land in the William B. Tucker Survey (Abstract 911) and Meredith Hart Survey (Abstract 371) and being more particularly described in Volume 509, Pages 380-81, and Volume 588, Pages 171-72, of the Collin County Deed Records,

pursuant to that certain Pipeline Easement dated July 21, 1981, which was recorded on August 21, 1981, in Volume 1421 at Page 685 of the records of the County Clerk of Collin County, Texas.

WHEREAS, Lewis E. MacNaughton granted Matador Pipelines, Inc. an easement and right-of-way to construct, maintain, and operate a pipeline and appurtenances thereto over and across the following described lands situated in Collin County, State of Texas, to-wit:

Being a strip of land 30 feet in width for a permanent easement, lying 15 feet either side of a survey line situated in a 65.1 acre tract of land in the William B. Tucker Survey (Abstract 911) and being more particularly described in Volume 763, Page 693, of the Collin County Deed Records; with a 20 foot wide temporary work space adjacent to the North side of the permanent easement, said survey line is more particularly described as follows:

Beginning at a point on the East boundary line, said point being 113 feet South of the Northeast corner; thence S80°27'W, for a distance of 4 feet; thence S80°33'W, for a distance of 949 feet; thence S83°40'W, for a distance of 179 feet; and ending at a point on the West boundary line, said point being 261 feet South of the Northwest corner, as shown on plat.

pursuant to that certain Easement Deed dated July 14, 1987, which was recorded on August 25, 1987, in Volume 2694 at Page 250 of the records of the County Clerk of Collin County, Texas (collectively, the "Easements").

WHEREAS, ONEOK NGL Pipeline, L.L.C., a Delaware limited liability company (“ONEOK”), as successor-in-interest to Matador Pipelines, Inc., is the current owner and holder of the above described Easements; and

WHEREAS, ONEOK has agreed to partially release the Easements and release any rights it may have obtained in and to the property more particularly described on Exhibit E-1 attached hereto (the “Released Property”);

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ONEOK hereby: (i) releases, relinquishes, surrenders and terminates the Easements with respect to the Released Property, and (ii) quit-claims to the record owners all right, title and interest it may have acquired in and to the Released Property by virtue of the Easements; provided however, ONEOK specifically retains all interest in and to the Easements except as specifically released herein.

Executed this _____ day of _____, 2020.

ONEOK NGL Pipeline, L.L.C.

By: _____

Walter L. Allen
Vice President

STATE OF OKLAHOMA)
)
COUNTY OF TULSA)

This instrument was acknowledged before me on the _____ day of _____, 2020, by Walter L. Allen, as Vice President of ONEOK NGL Pipeline, L.L.C., a Delaware limited liability company.

My commission expires:

Notary Public

My Commission No. _____

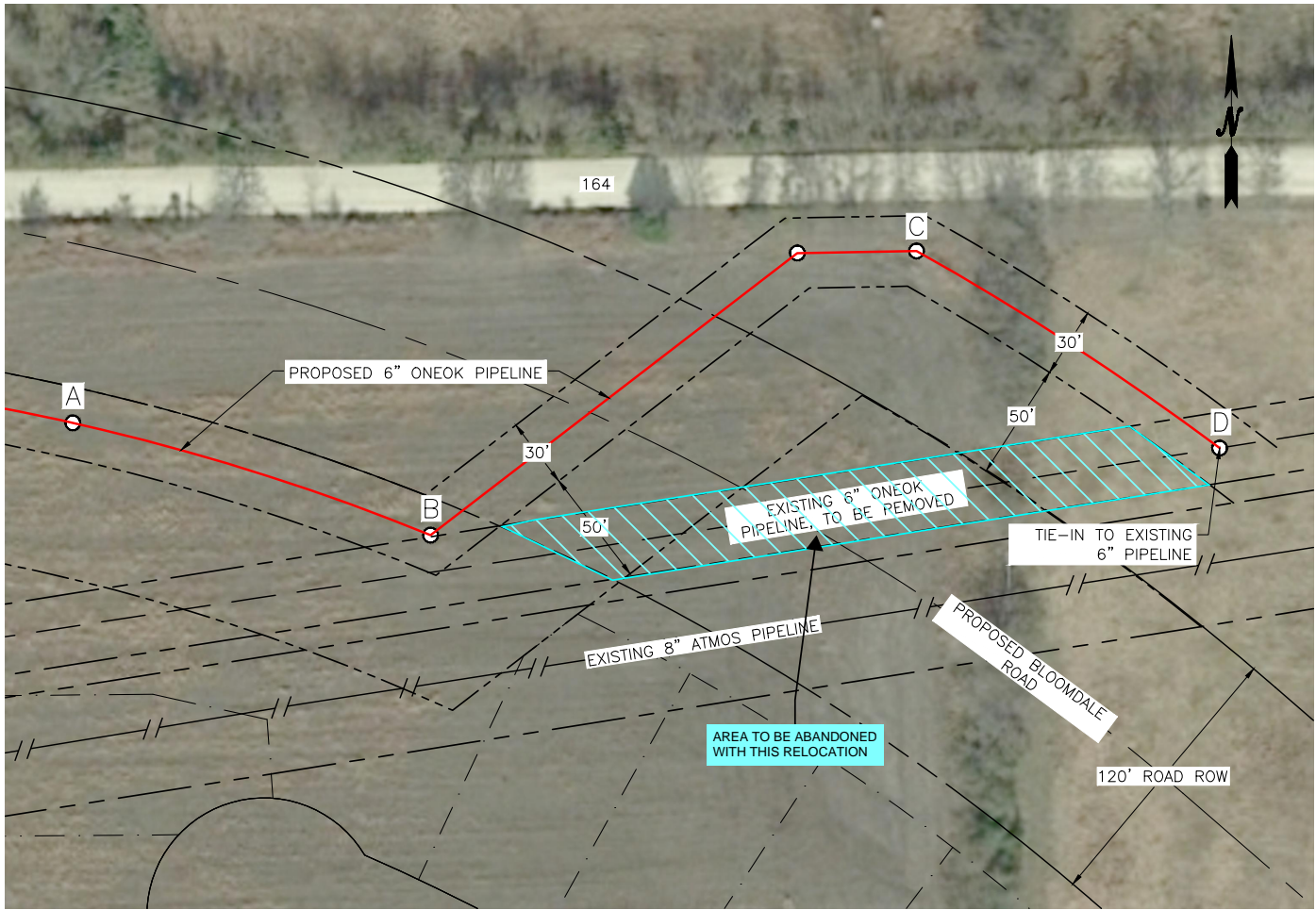
After Recording, Return To:

ONEOK NGL Pipeline, L.L.C.
100 West Fifth Street
Tulsa, OK 74103
Attn: Real Estate Services

Exhibit E-1

Released Property

COLLIN COUNTY, TEXAS
CITY OF MCKINNEY, BLOOMDALE ROAD CROSSING



NOTES:

A = TIE-IN (PROJECT BREAK WITH TIMBER CREEK PROJECT).

A TO B = 160' TRANSITION FROM 4' TOP OF PIPE DEPTH TO 10' TOP OF PIPE DEPTH.

B TO C = 250' OF INSTALL AT 10' TOP OF PIPE DEPTH.

C TO D = 155' TRANSITION FROM 10' TOP OF PIPE DEPTH TO 4' TOP OF PIPE DEPTH.

D = TIE-IN TO EXISTING ONEOK 6" PIPELINE.

TOTAL FOOTAGE = 565'

MATERIAL

NUM	DESCRIPTION	QTY
1	6.625" OD X 0.280" WT API-5L, X-42, ERW, PSL2, 14-16 MILS FBE	565'
2	6.625" OD X 0.280" WT Y42, 3R SEGMENTABLE 90° ELBOW	1
3	6.625" OD X 0.280" WT Y42, 3R SEGMENTABLE 45° ELBOW	3

audubon
Fluor Daniel
 9920 E. 42nd St.
 Tulsa, Oklahoma 74146
 (918) 514-5800

				PROPOSED ONEOK 6" PIPELINE RELOCATION CITY OF MCKINNEY, TEXAS BLOOMDALE ROAD CROSSING			
				BLOOMDALE 01			
A	ISSUED FOR REVIEW	TJH	2/28/19	KB	KB	SCALE	1"=50'
REV	DESCRIPTION	BY	DATE	CHK'D	APPR.	DATE	2/28/19
						REVISION	A
						SHEET	1 OF 1