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Line: L20  
R/W#: \_\_\_\_\_

### **ABOVEGROUND FACILITIES EASEMENT**

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

That for and in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration paid by Atmos Energy Corporation, a Texas and Virginia corporation with its principal office at 5420 LBJ Freeway, Suite 1800, Dallas, Texas 75240, together with its successors and assigns (said entity and its successors and assigns are herein collectively called "Grantee"), the receipt of which is hereby acknowledged, the undersigned (herein called "Grantor" whether one or more), hereby grants, sells and conveys unto Grantee, a free and unobstructed right of way and exclusive easement for the purpose of:

laying, constructing, operating, maintaining, inspecting, repairing, replacing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, aboveground and underground pipeline or pipelines, which shall not exceed eight inches (8") in nominal diameter excluding any protective coating or wrapping at the time of initial installation (with the right to increase or decrease the diameter during any subsequent replacement), and up to two (2) additional pipelines which shall not exceed forty-two inches (42") in nominal diameter each, excluding any protective coating or wrapping, following the installation of the initial pipeline, and the appurtenances thereto, for the transportation of oil, natural gas (including renewable/biogas), carbon dioxide, synthetic liquid or gaseous fuels, and any refined or blended products of the same (including the constituent elements thereof), together with water, cleansers, and other products necessary for the testing, inspection, maintenance, and operation of the pipeline(s), and with such above or below ground Facilities Piping (defined below), drips, valves, fittings, metering facilities, taps, saddles, pressure relief facilities, pigging facilities, pressure regulating facilities, electrical service, anodes, rectifier poles, and other devices for the control of corrosion, communication facilities, odorization equipment, barricades and fencing, the right to construct and install gravel, asphalt or concrete upon the surface of the Easement Area (as defined herein), aerial and pipeline markers, and other appurtenance as may be necessary or desirable in the operation of said facilities (collectively, the "Aboveground Facilities"), over, across, under and upon the lands more particularly described on, and depicted as the "Surface Site" in Exhibit "A" attached hereto and made a part hereof for all purposes (the "Facilities Easement Area"). "Facilities Piping" refers to additional segments of above or below ground piping which

may be required for the safe and/or convenient operation of said Facilities within the Easement Area and to effectuate the purposes permitted herein. All pipes and/or pipelines (other than the Facilities Piping) shall be initially installed at a minimum depth of thirty-two inches (32”).

Grantee’s Aboveground Facilities and any improvements are collectively referred to as Grantee’s “Easement Facilities.” The areas comprising the Facilities Easement Area is referred to as the “Easement Area.”

Grantee shall also be entitled to use temporary workspace as described in Exhibit “A” (the “Temporary Workspace”) to carry out the initial construction of the Facilities, which rights shall include, but not be limited to, boring activities, clearing, leveling, temporary storage, and staging equipment and materials. Grantee’s right to utilize this Temporary Workspace will terminate and cease on the date on which initial construction of the Facilities has been completed and the same are placed into service.

It is further agreed as follows:

1. Grantee shall have the right to select the location of said Aboveground Facilities within the Facilities Easement Area, and to do whatever may be requisite for the use and enjoyment of the rights herein granted, including the right of ingress and egress over Grantor’s adjacent or additional lands to or from said Facilities Easement Area in the event Grantee cannot, within its sole discretion, reasonably access the Facilities Easement Area by staying within the boundaries of the Easement Area. Further if Grantee determines it is necessary to use Grantor’s adjacent or additional lands for access, then Grantee shall exercise such ingress and egress rights as follows:
  - a. Grantee shall first use those existing interior roadways as designated by Grantor which provide reasonable access from a public right-of-way to the Facilities Easement Area;
  - b. If no such interior roadways exist, Grantee shall use such route as is most reasonably direct to get from a public right-of-way to the Facilities Easement Area, taking into account Grantor’s existing uses of the adjacent or additional lands and avoiding damages to such existing uses to the extent reasonably possible;
  - c. In the event there is an impediment to access which requires Grantee to get onto Grantor’s adjacent or additional lands in order to get around such impediment to access, then Grantee shall only use such portion of Grantor’s adjacent or additional lands as is reasonably necessary to get around such impediment and back onto the Facilities Easement Area as soon as is reasonably practical.

A width of twenty feet (20’) shall be considered reasonable for any routes of ingress and egress unless a greater width is necessary to accommodate turning radiuses of Grantee’s construction equipment and vehicles.

2. Grantor shall have no access rights on, under, or over the Facilities Easement Area.

3. The aforesaid consideration includes any and all damages that may be sustained by the construction and installation of each pipeline and appurtenance permitted under this Aboveground Facilities Easement, as well as damages arising from the repair, maintenance, inspection, replacement, operation, or removal of the Easement Facilities to be installed under the instrument, including without limitation, cutting trees and damages to land, trees, buildings, growing crops and grasses. Grantee shall, at its option, repair or replace any damage caused to gates and fences by Grantee's removal, cutting, or use thereof. Grantee agrees that after it completes the original installation of each pipeline and appurtenance permitted under this Aboveground Facilities Easement, it will restore the original contour of the surface of the Temporary Workspace and any remaining property used for construction that is not part of the Easement Area, as nearly as practicable, to its pre-construction condition within a reasonable period of time reflective of and dependent upon the construction and property's characteristics, including but not limited to seasonal growing periods and weather patterns. Grantee will also maintain the Easement Area in a manner consistent with the purposes stated herein. Grantee shall have the right to remove, cut, and use any gates or fences crossing the Easement Area, including the right to install gates in such fences within the Easement Area. Grantor shall have the right to install and maintain fences provided that such use does not interfere with Grantee's permitted use of the Easement Area, the Easement Facilities, or the Temporary Workspace and Grantee shall at all times have access through any such fence by means of a gate.
4. Grantor shall not construct, and Grantee shall have the right to prevent and/or remove, any improvements, structures, buildings, reservoirs, or obstructions within the Easement Area (and the Temporary Workspace while in effect). Further, Grantee has the right to trim, cut down, or eliminate trees or shrubbery, and to prevent or remove possible present or future hazards and/or activities, any of which, in the sole judgment of the Grantee may presently or in the future endanger or interfere with the efficient, safe, and/or convenient exercise of Grantee's rights hereunder within the Easement Area (and the Temporary Workspace while in effect). Further, in addition to the rights stated herein, Grantor specifically acknowledges and agrees that pursuant to this paragraph Grantee has the right to remove any type of tree, including pecan, olive, or other crop-bearing tree, from, and to prevent any future encumbrance over, said Easement Area (and the Temporary Workspace while in effect) by any tree or any other crop interfering with the construction, maintenance, and/or operation of the pipelines permitted under this Aboveground Facilities Easement without any compensation whatsoever to Grantor or its successors and assigns, which rights are included in the aforesaid consideration. .
5. Grantee does not intend to employ a "double ditch" method.
6. If a complete assignment of this Aboveground Facilities Easement occurs outside of an assignment to an affiliate or to a successor thorough merger, consolidation, or other sale or transfer of all or substantially all of its assets and businesses, Grantee shall provide written notice to the property owner at the last known address of the person in whose name the property is listed on the most recent tax roll of any taxing unit authorized to levy property taxes against the property. Provided however that such notice shall not have any effect on the validity or legal effect on the assignment.

7. Grantee shall only grant third-party access to the Easement Area for: (a) a purpose that is related to the construction, safety, repair, maintenance, inspection, replacement, operation, or removal of each pipeline or appurtenances installed under this Aboveground Facilities Easement, or (b) another natural gas corporation or natural gas utility as defined by Texas law.
8. If Grantee should abandon the rights granted herein and if such abandonment should continue for a continuous period of ten years, all rights of Grantee herein shall ipso facto terminate and revert to Grantor, his heirs, legal representatives, and assigns.
9. Grantor and Grantee agree that the failure to assert any right under this Aboveground Facilities Easement shall not constitute a waiver of any other right hereunder. Further, it is hereby agreed that any delay by Grantee in asserting any right granted it in this Aboveground Facilities Easement, regardless of the length of any such delay, shall not prevent Grantee from later asserting or otherwise enforcing that same right, including but not limited to the right to prevent or remove any encroachments within the Easement Area as provided in paragraph 4 above.
10. This Aboveground Facilities Easement shall not be construed as a written agreement between Grantor and Grantee for purposes of Section 756.123 of the Texas Health and Safety Code (or any successor statute). Further, as used within this easement agreement, the word “structure” is intended to be interpreted broadly so as to include all manner of man-made items of any type, including but not limited to paving, parking lots, and terracing.
11. Except for the rights conveyed by this instrument, Grantee may not exercise any right over Grantor’s property without express written consent from Grantor. However, the preceding sentence is not intended to and does not alter, modify, restrict, amend, or otherwise diminish any right Grantee has to use Grantor’s property independent of this agreement, whether through a separate agreement, by law, or otherwise.
12. Both Grantor and Grantee hereby represent and warrant that they have read and have fully understood the terms of this Aboveground Facilities Easement, that they have had the opportunity to have same reviewed by an attorney, and that in entering into this Aboveground Facilities Easement they are relying solely upon their independent review and the advice of their respective counsel. Further, Grantor and Grantee acknowledge that this Aboveground Facilities Easement has been negotiated by the parties, and this Aboveground Facilities Easement shall be construed as one prepared by the joint efforts of Grantor and Grantee and shall not be construed against either party as the drafter.

TO HAVE AND TO HOLD the above-described easements and rights unto the said Grantee, and Grantee’s successors and assigns, until abandoned as provided for herein.

This instrument and covenants and agreements herein contained shall constitute covenants running with the land, binding upon Grantor, his heirs, legal representatives, successors and assigns, for the benefit of Grantee, and Grantee’s successors and assigns.

Grantor hereby binds himself, his heirs, legal representatives and assigns to warrant and forever defend all and singular the above-described easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

It is hereby understood that the party securing this grant on behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

**<Signature page to follow>**

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

**GRANTOR(S):**

Williamson County, Texas

3101 SE Inner Loop  
Georgetown, TX 78626

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(NAME)

Title: As presiding officer of the Williamson  
County Commissioners Court

STATE OF TEXAS

COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, as presiding officer of the Williamson County Commissioners Court, on behalf of **Williamson County, Texas** known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

\_\_\_\_\_  
(Print Name of Notary Public Here)

My Commission Expires: \_\_\_\_\_

## **Exhibit A**