



## STATE OF TEXAS §

surfaces

## COUNTY OF NAVARRO §

## KNOW ALL MEN BY THESE PRESENTS:

ATMOS ENERGY CORPORATION Owner of a (pipeline, utility line, gas or sewer line) hereby contracts and covenants with Navarro County ("the County") as follows:

- I. AMOS ENERGY (ORPORATION), desires to construct and maintain a pipeline, utility line, or gas or sewer line in Navarro County, Texas and it is necessary to cross certain county road(s) SW CR 2130 located in Precinct # 3, more fully described on the map attached hereto as Exhibit A and incorporated herein by reference. The license granted herein shall extend 5 feet on either side of the pipeline as it crosses the county road.
  - II. In consideration for **the County** granting permission through the issuance of a permit to lay a pipeline, utility line, or gas or sewer line adjacent to or crossing said county roads above described in Navarro County, Texas, the **Owner** hereby warrants, agrees and covenants that any crossing shall be constructed as follows:

All county road crossings shall be bored unless a variance is granted by Navarro County Commissioners Court, and lines underneath such roads shall be cased or otherwise constructed to provide maximum protection against damage or leaks. Owner may not block the county road during construction and must provide for at least one lane of traffic. The points where the pipeline crosses the road shall be clearly marked and the line shall be placed at a depth of no less than \_\_\_\_\_\_ feet underneath the lowest part of the County's bar ditches and/or road surfaces.

- (h - sinning and and):	RICHLAND TO WORTHAM	
The transport route (beginning and end):	RICH C.	

Pipelines which run adjacent to a county road and which are within a county road easement shall be placed at a depth of no less than \_\_\_\_\_ feet underneath the lowest part of the County's bar ditches and/or road

The pipeline shall be constructed in a safe and prudent manner and shall consist of only acceptable commercial pipeline materials. The **Owner** shall be responsible for maintaining the pipeline and the license area. In the event the pipeline is ever abandoned or ceases be used for more than 6 consecutive months, this

license shall terminate and revert to the **County**. In addition, if the pipeline is ever abandoned or ceases to be used for more than 6 consecutive months, the **Owner** shall, at the **County**'s request, remove the pipeline from the license area and restore the property to its original condition.

# SEE ATTACHMENT "A" IF THIS IS FOR A PETROLEUM PIPELINE.

- Line) adjacent to or across the **County's** roads, the **Owner** warrants and covenants that any damages which may be caused to County or adjacent property as a result of the construction, maintenance or operation of a pipeline shall be the sole responsibility of the **Owner** and the **Owner** warrants and covenants that the area where the construction takes place shall be repaired and put back in the same condition as it originally was before such construction took place.
- IV. The **County** and **Owner** hereby covenant and agree that for each violation of this License agreement, **Owner** shall pay to **the County** liquidated damages in the amount of One Thousand Dollars (\$1,000.00) per day, per violation, until such violation have been corrected and the County's requirements complied with. Such compliance shall be determined by the County Commissioner in whose precinct the work occurs.
- V. **Owner**, at its own expense, shall maintain a general liability insurance policy in an amount sufficient to insure against loss or damages caused by the construction, maintenance and operation of the pipeline. The general liability insurance requirement may be met by a combination of self-insurance, primary and excess insurance policies. **Owner** shall also, at its own expense, carry worker's compensation insurance as required by law.
- VI. Owner, its successors and assigns agree to release, defend, indemnify, and hold harmless the County its respective commissioners, agents and employees (collectively, the "Indemnified Parties"), from any and all costs, losses, claims, judgments, settlements, and damages of every kind and character to real property, personal property or persons (including, without limitation, claims involving environmental laws and regulations, pollution, contamination of ground waters, personal injury and death), lawsuits and/or causes of action (including reasonable attorneys' fees, expert fees and court costs) (collectively "Claims"), which may

\*

grow out of, arise from, or in any manner be connected with the activities of **Owner's** agents, invitees, guests, contractors, servants and employees, on the license area, or any adjacent property, including, without limitation, any Claims arising from loss of subsurface support of any County road and any Claims arising from the production or transportation of materials through any pipeline. For purposes of this license, environmental laws and regulations include, without limitation, the federal Oil Pollution Act (OPA), the federal Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the federal Resource Conservation and Recovery Act (RCRA), the federal Clean Water Act, the Texas Solid Waste Disposal Act (TSWDA), the Texas Water Code (TWC), and the federal, state and local rules, regulations, ordinances, orders and governmental directives implementing such statutes.

As used in this license, the term "Hazardous Materials" means any substance or material defined or identified as hazardous, extra-hazardous, toxic or radioactive or subject to regulation as a solid waste or pollutant under any applicable federal, state, or local statute or regulation including, without limitation, the environmental laws and regulations referenced herein. "Remedial Work" is defined as any site investigation or monitoring, any cleanup, containment, remediation, removal, or restoration work performed in response to any federal, state or local government authority or private party action ("action"), or pursuant to any federal, state or local statute, rule, regulation, ordinance, order, governmental directive or other laws ("law"). Owner agrees, for the benefit of the County and any adjacent surface owner, (1) to remove from the license area, if, as and when required by any action or law, any Hazardous Materials placed or released thereon by Owner (including its contractors), (2) to perform Remedial Work where the need therefore arises in connection with Owner's (including its contractors) operations or activities on the license area or any adjacent property, and (3) to comply in all respects with all laws governing operations by Owner (including its contractors) and Remedial Work on or associated with the license area and any adjacent property. Remedial Work shall be performed by one or more contractors selected by Owner under the supervision of an engineer selected by Owner. All costs and expenses of Remedial Work resulting from Owner's (including its drillers' and other contactors') operations shall be paid by Owner, including, without limitation, the charges of such contractors and/or the consulting engineer and the County's reasonable attorneys' fees and costs incurred in connection with the monitoring or

review of Remedial Work. If Owner shall fail to timely commence or cause to be commenced, or fail to diligently prosecute to completion, such Remedial Work, the County may (but shall not be required to), after first giving Owner thirty (30) days notice of its failure and Owner's continued failure to perform, cause such Remedial Work to be performed and Owner will reimburse all reasonable costs of same on demand. The provisions of this Article shall not constitute approval or obligate The County or the surface owner to consent to the imposition of any engineering or institutional control that would restrict or limit future use of the License area for any purpose including, without limitation, any deed restriction or limitation on the use of groundwater or use of the property for residential purposes. Owner will notify the County and surface owner of any claim or other action by any governmental agency or any third party involving the actual or alleged existence of Hazardous Materials on the License area or any adjoining property and provide the County and surface owner with copies of (1) any notice of any actual or threatened release of Hazardous Materials given by Owner pursuant to any law and (2) any report of and response to any such release including all Remedial Work Owner, its successors and assigns, in accordance with the provisions of Article 8, will release, indemnify, pay and protect, defend and save the Indemnified Parties harmless from all claims, liabilities, fees and expenses of any kind (including reasonable attorneys' fees, expert fees and costs) that arise from the actual or alleged presence or release of any Hazardous Materials in connection with the operations of Owner and Owner's agents, invitees, guests, contractors, servants and employees on the License area or any adjacent property. Such indemnification shall include, without limitation, costs in connection with any Remedial Work performed by the County, surface owner, or any third party in response to any federal, state or governmental authority, laws or regulations, due and payable upon demand by the County or adjacent surface owner. Owner's obligations herein shall survive the termination of this License.

VII. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

VIII. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this Agreement are performable in Navarro County, Texas.

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

X. The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. The rights and remedies provided in this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

EXECUTED this 10th day of AUGUST, 2021.

OWNER

By: JASON M. FUGATE, its SR. RIGHT OF WAY AGENT

Company Name: ATMOS ENERGY CORPORATION

Address: 5420 LBJ FREEWAY, SUITE 1700 DALLAS, TX 75240

Phone Number: 469 - 879 - 3974

NAVARRO COUNTY

County Inde

Commissioner, Precinct 3

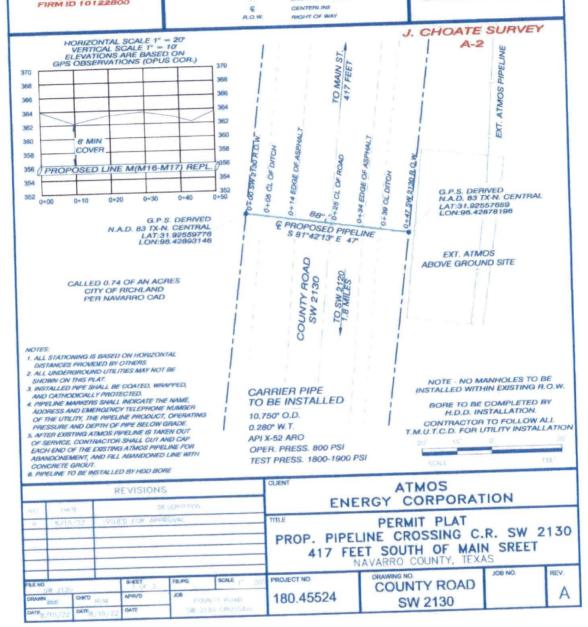
## SURVEYING 13621 HWY110 S TYLER, TX. 75707 (903) 939-8860 FIRM ID 10122800

### LINE M16-M17 NAVARRO COUNTY, TEXAS

### LEGEND

CL OF DITCH
CL OF ROAD
EDGE OF ROAD
RO.W.
EDGSTING PIPELIN

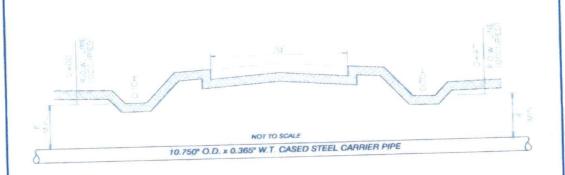








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PIPE	SPECI	FIGAT	IONO		ductions	P.3.10 (2)	EXISTING WACE	DEBIGN	HOOP STREET	PROFESSIONE P.S.L.G.	DURATION	XHAY	SPECIFICATIONS
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	Bellings				1.5	3531	800	1200	22.7	1800	8	100%	30 MIL ARO
C	10.750	0.365	X-52	,	1.0	3331	000		1		and other particular p	NAME OF TAXABLE PARTY.	South Marie Control



- NOTES:

  1. ALL STATIONING IS BASED ON HORIZONTAL DISTANCES PROVIDED BY OTHERS.
  2. ALL UNDERGROUND UTILITIES MAY NOT BE SHOWN ON THIS PLAT.
  3. INSTALLED PIPE SHALL BE COATED, WRAPPED, AND CATHODICALLY PROTECTED.
  4. PIPELINE MARKERS SHALL INDICATE THE NAME.
  ADDRESS AND EMERGENCY TELEPHONE NUMBER OF THE UTILITY, THE PIPELINE PRODUCT, OPERATING PRESSURE AND DEPTH OF PIPE BELOW GRADE.
  5. AFTER EXISTING ATMOS PIPELINE IS TAKEN OUT OF SERVICE CONTRACTOR SHALL CULTAND CAPEACH END OF THE EXISTING ATMOS PIPELINE FOR ADMOSPMENT, AND FILL ADMODISED LINE WITH COMCRETE GROUT.
  8. PIPELINE TO BE INSTALLED BY HOD BORE

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PILE NO.	SW 2430	RLM	SHEET 2	FB./PG.	SCALE NORE	PROJECT NO. 180.45524	COUNTY ROAD SW 2130	JOB NO.	REV.



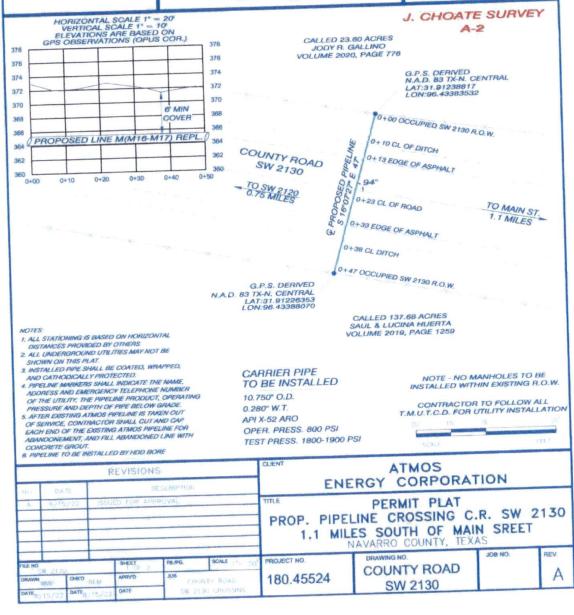
### LEGEND

CL OF BITCH CL OF ROAD EDGE OF ROAD

FENCE

© CENTERLINE
R.O.W. RIGHT OF WAY

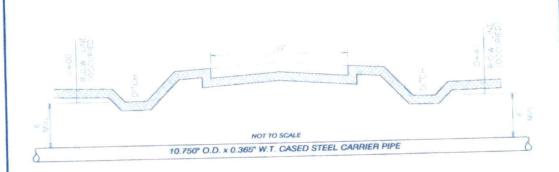








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  8. PIPELINE TO BE INSTALLED BY HOD BORE

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M(C)	DATE		DESCRIPTION			CORPORATION		
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A.E. NO	y 31,30	SHEET	F8./PG.	SCALE MORAL	PROJECT NO. 180.45524	COUNTY ROAD	JOB NO.	REV.



### LEGEND

OVER HEAD POWER

OL OF ROAD EDGE OF ROAD

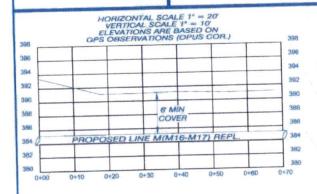
FENCE

EXISTING PIPELINE CENTERLINE

RO.W. RIGHT OF WAY



COORDINATE SYSTEM NAD 1983 FEET TX-N. CENTRAL



CALLED 81.50 ACRES REESE A. BROWN FAMILY LIMITED PARTNERSHIP VOLUME 1404, PAGE 172

M. BOREN SURVEY A-56

- 1. ALL STATIONING IS BASED ON HORIZONTAL

- I. ALL STATIONING IS BASED ON HORIZONTAL DISTANCES PROVIDED BY OTHERS.

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  6. PIPELINE TO BE INSTALLED BY HIDD BORE

REVISIONS

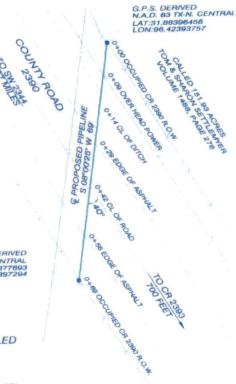
G.P.S. DERIVED N.A.D. 83 TX-N. CENTRAL LAT:31.88377693 LON:96.42397294

### CARRIER PIPE TO BE INSTALLED

10.750° O.D. 0.280° W.T. API X-52 ARO OPER. PRESS. 800 PSI TEST PRESS. 1800-1900 PSI

NOTE - NO MANHOLES TO BE INSTALLED WITHIN EXISTING R.O.W.

CLIENT



CONTRACTOR TO FOLLOW ALL T.M.U.T.C.D. FOR UTILITY INSTALLATION

ATMOS

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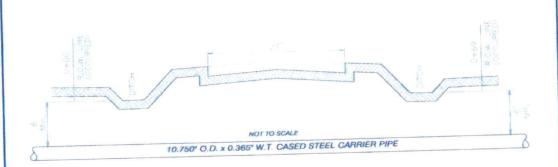


13621 HWY110 S 17LER, TX. 75707 (903) 939-8860 FIRM I.D. 10122800

### LINE M16-M17 NAVARRO COUNTY, TEXAS



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MARK	NONES .	PICHES 0.385	X-52	1	1.5	3531	800	1200	22.7	1800	8	100%	30 MIL ARO



- NOTES:

  1. ALL STATIONING IS BASED ON HORIZONTAL DISTANCES PROVIDED BY OTHERS.

  2. ALL UNDERGROUND UTILITIES MAY NOT BE SHOWN ON THIS PLAT.

  3. INSTALLED PIPE SHALL BE CONTED, WRAPPED, AND CATHODICALLY PROTECTED.

  4. PIPELINE MARKERS SHALL INDICATE THE NAME. ADDRESS AND EMERGENCY TELEPHONE MUMBER OF THE UTILITY, THE PREJUME PRODUCT, OPERATING PRESSURE AND DEPTH OF PIPE BELOW GRADE.

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  6. PIPELINE TO BE INSTALLED BY HOD BORE

		REVISION	S		CLIENT	ATMOS ENERGY	,	
tac.	O.A.IF	9	ESCAINT TION			CORPORATION		
A 8,	/ (5./22) 155	UEO FOR AFF	PROVAL		PROPOSED REPL. 700 FE	CROSSING C.R.	R. 2390	
FILE NO.	2390	SHEET	FB./PG.	SCALE NORE	PROJECT NO. 180.45524	COUNTY ROAD	JOB NO.	REV.

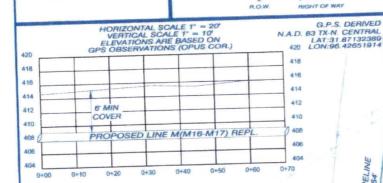


### LEGEND

OVER HEAD POWER CL OF ROAD FDGE OF ROAD FENCE EXISTING PIPELINE CENTERLINE



COORDINATE SYSTEM NAD 1983 FEET TX-N. CENTRAL



CALLED 105.60 ACRES CHEROKEE CAPITAL INVESTORS, LTD. VOLUME 1279, PAGE 390

### M. BOREN SURVEY A-56

COUNTY ROAD

0+00 OCCUPIED 2400 ROW Toxos OVER HEAD POWER O+19 EDGE OF ASPHALT PROPOSED PIPELINE S 08°37"26" W 64' OF SECL OF ROAD Oxas EDGE OF ASPRALT O YOU OCCUPIED 2400 PLO IN

CALLED 219.19 ACRES WELLS INTEREST, INC VOLUME 2009, PAGE 1

G.P.S. DERIVED N.A.D. 83 TX-N. CENTRAL LAT:31.87114927 LON:96.42855395

- NOTES

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  OF THE UTILITY, THE PREJUNE PRODUCT, OPERATING
  PRESSURE AND DEPTH OF PIPE BLE ON GRADE.
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10.750" O.D. 0.280° W.T. API X-52 ARO OPER. PRESS. 800 PSI TEST PRESS. 1800-1900 PSI NOTE - NO MANHOLES TO BE INSTALLED WITHIN EXISTING R.O.W.

CONTRACTOR TO FOLLOW ALL T.M.U.T.C.D. FOR UTILITY INSTALLATION

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FRE NO.	CIR. 2400 LWMF GHICT	SLM	SHEET 1 OF 2 APRVD DATE		egunty 2400 CF	PROJECT NO. 180.45524	COUNTY ROA 2400		JOB NO.	REV.

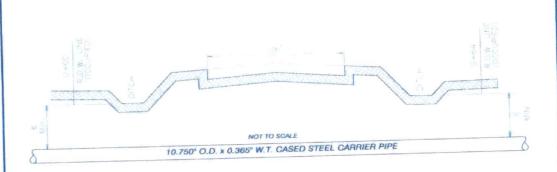


13521 HWY110 S TYLER, TX. 75707 (903) 939-860 FIRM I.D. 10122800

## LINE M16-M17 NAVARRO COUNTY, TEXAS



PIPE	2050	FICAT	IONS		DESCRIPTIONS	DESI	GN DA	ATA		TES	TING		COATING
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MARK	10.750	0.365	X-52	1	1.5	3531	800	1200	22.7	1800	8	100%	30 MIL ARO



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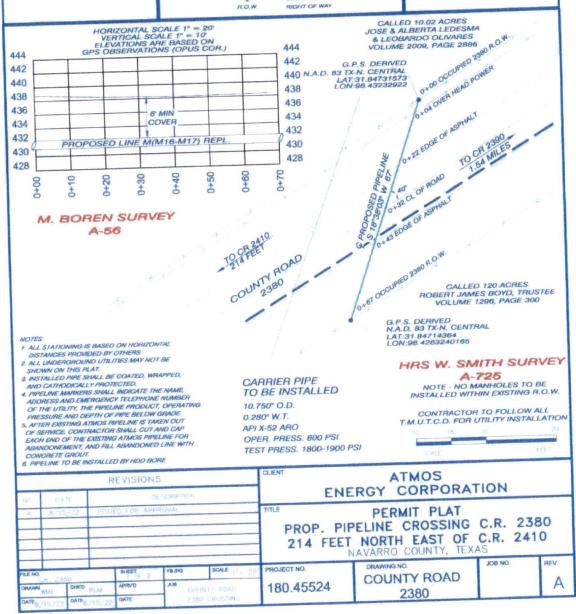
			R	EVISIONS	S		CLIENT	ATMOS ENERG	Y	
hjiću.	(iai)	E		DH	ESCRIPTION			CORPORATION	4	March Street or
Δ.	8/15	/221	1550E	D FOB APP	ROVAL		PROPOSED REPL. 0.40 MI	LINE M16-M CROSSING C.I LES S.W. OF NAVARRO COUNTY, TE	C.R. 23	)
ELE NO	R -241	00		SHEET 2	FB.FG.	SCALE NOTE		COUNTY ROAD	JOB NO.	REV.
DRAWN	WANT	DATE	.M.	APRVD DATE		UNITY ROAD BO OROSSING	180.45524	2400		A



### LEGEND LEGEND

OVER HEAD POWER
CL OF ROAD
EDGE OF ROAD
FENGE
EXISTING PIPELINE
CONTERLINE

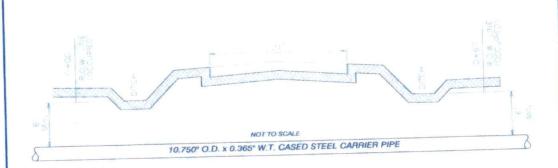








PIPE	DDEC	EICAT	IONS	SECTION AND		DESI	GN DA	ATA	entended of the	TES			COATING
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MARK	10.7E0	0.365	X-52	1	1.5	3531	800	1200	22.7	1800	8	100%	30 MIL ARO



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N H HISTONIA		RE	VISIONS	S		ATMOS ENERGY					
NO BATE DESCRIPTION						CORPORATION					
А	8/15/22	ISSUET	FOR APP	ROVAL		PROPOSED LINE M16-M17 PIPELINE REPL. CROSSING C.R. 2380 1.54 MILES S.W. OF C.R. 2390 NAVARRO COUNTY, TEXAS					
						1 54 MII	FS S.W. OF	C.R. 23	90		



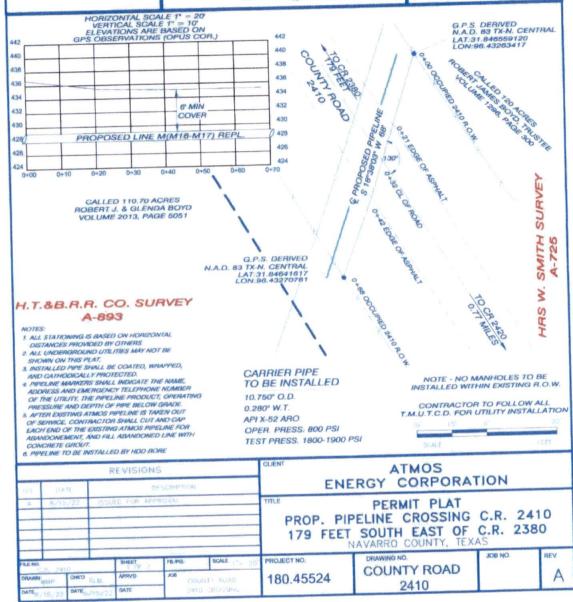
### LEGEND

CL OF ROAD

FDGE OF ROAD
FENCE
EXISTING PIPELINE

C CENTERLINE
D.W. RIGHT OF WAY





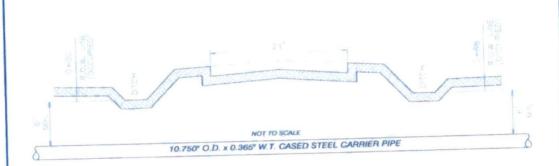


13621 HWY110 S 1YLER, TX. 75707 (903) 939-8860 FIRM I.D. 10122800

### LINE M16-M17 NAVARRO COUNTY, TEXAS



ļ	A DOCUMENT OF THE PARTY OF THE		FIGAT	IONE	-	PROFESSION OF	DESI	GN DA	TA	SECTION SECTION	TES			COATING
l	PIPE SPECIFICATIONS			CLASS DESIGN P.S.I.G. & EXSTEND MACP LOC. FACTOR 100% S.M.Y. PSIG			DESKIN INTERNAL PRESIDENCE PETER PETER SAMY.		PRESSURE PSIG	TEST X-RAY DURATION %		SPECIFICATIONS		
ı	MARK	O II	BICHES	BINDE	LOG:	FACTOR	100 8 0.3.	PORU	E-district		1800	B	100%	30 MIL ARO
ı		10.750	0.365	X-52	1	1.5	3531	800	1200	22.7	1000		-	



- NOTES:

  1. ALL STATIONING IS BASED ON HORIZONTAL DISTANCES PROVIDED BY OTHERS.
  2. ALL UNDERGROUND UTILITIES MAY NOT BE SHOWN ON THIS PLAT.
  3. INSTALLED PIPE SHALL BE COATED, WHAPPED, AND CATHODICALLY PROTECTED.
  4. PIPELINE MARKERS SHALL INDICATE THE NAME. ADDRESS AND EMERGENCY TELEPHONE NUMBER OF THE UTILITY, THE PIPELINE PRODUCT, OPERATING PRESSURE AND DEPTH OF PIPE BELOW GRADE.
  5. AFER BUSTING ATMOS PIPELINE IS TAKEN OUT OF SERVICE. CONTRACTOR SHALL CUIT AND CAPEACH END OF THE EXISTING ATMOS PIPELINE TO PRODUCT OF SERVICE. CONTRACTOR SHALL CUIT AND CAPEACH END OF THE EXISTING ATMOS PIPELINE FOR ABMNOONEMENT, AND FILL ABANDONED LINE WITH CONCRETE GROUT.
  6. PIPELINE TO BE INSTALLED BY HOD BORE.

Oranie salek		F	REVISION	8		ATMOS ENERGY					
NO	DA	E	0	Y SCRIPTION		CORPORATION					
a 6/15/		/22 (550	ED FOR APP	PROVAL		PROPOSED LINE M16-M17 PIPELINE REPL. CROSSING C.R. 2410 0.77 MILES N.W. OF C.R. 2420 NAVARRO COUNTY, TEXAS					
		CHKO REM	APRIVO DATE		SCALE NONE	180.45524	COUNTY ROAD 2410	JOB NO.	REV.		