AGREEMENT FOR LICENSE ADJACENT TO OR CROSSING COUNTY ROADS

STATE OF TEXAS §

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. ATTOS 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

 2390, 2400, 2380, 2410 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:

The transport route (beginning and end):	RICHLAND TO WORTHAM	
The transport route (beginning and end).		

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 <u>b</u> feet underneath the lowest part of the **County's** bar ditches and/or road surfaces.

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.

- III. In consideration of the granting of this license (pipeline, utility line, gas or sewer 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.
- 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.

1

In case any one or more of the provisions contained in this Agreement shall for any reason be IX. 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.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right X. 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 July , 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



LEGEND

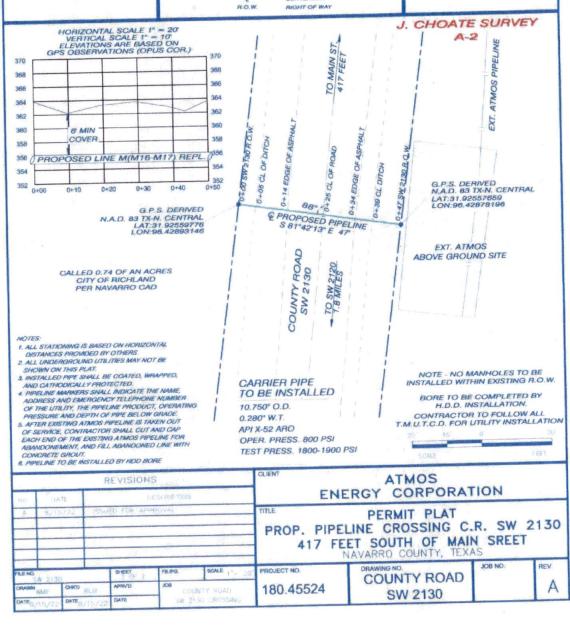
CL OF DITCH CL OF ROAD EDGE OF ROAD

R.O.W. EXISTING PIPELINE

CENTERLINE



COORDINATE SYSTEM NAD 1983 FEET TX-N. CENTRAL



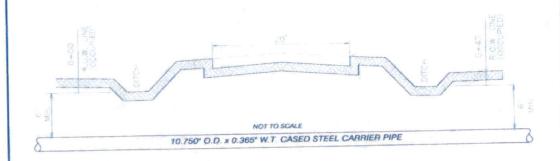


13621 HWY110 S TYLER, TX. 75707 (903) 939-8660 FIRM I.D. 10122800

LINE M16-M17 NAVARRO COUNTY, TEXAS



PIPE	SPEC	IFICAT	IONS		DESIGN DATA TESTING						The second section	COATING	
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C	10.750	0.365	X-52	1	1.5	3531	800	1200	22.7	1800	8	100%	30 MIL ARO



- NOTES:

 1. ALL STATRONING 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 PREJIME PRODUCT, OFFRATING
 PRESSIRE AND DEPTH OF PIPE BELOW GRADE.
 5. AFTER EXISTING ATMOS PIPELINE IS TAKEN OUT
 OF SERVICE, CONTRACTOR SHALL CUT AND CAP
 EACH END OF THE EXISTING ATMOS PIPELINE FOR
 ABANDONEMENT, AND FILL ABANDONED LINE WITH
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 8. PIPELINE TO BE INSTALLED BY HIDD BORE.

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FILE NO.	YOU'F	CHICD RLM	APRIVO DATE		SCALE NOME ENT'S ROAD 130 CROSSING	180.45524	COUNTY ROAD SW 2130	JOB NO.	A A



LEGEND

CL OF DITCH

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EDGE OF ROAD

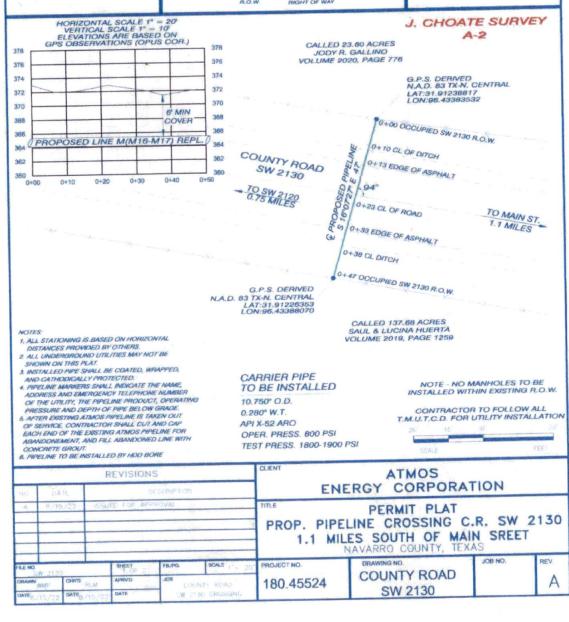
FENCE

EXISTING PIPELINE

R.O.W. RIGHT OF WAY



COORDINATE SYSTEM
NAD 1983 FEET TX-N. CENTRAL



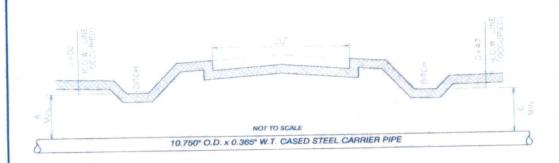


13821 HWY110 S TYLER, TX. 75707 (903) 939-8860 FIRM I.D. 10122800

LINE M16-M17 NAVARRO COUNTY, TEXAS



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LEGEND

OVER HEAD POWER CL OF BOAD EDGE OF ROAD FENCE

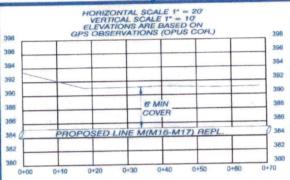
EXISTING PIPELINE

CENTERLINE RIGHT OF WAY



COORDINATE SYSTEM NAD 1983 FEET TX-N. CENTRAL

> G.P.S. DERIVED N.A.D. 83 TX-N. CENTRAL LAT:31.88396456 LON:96.42393757



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

M. BOREN SURVEY A-56

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

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 6. PIPELINE TO BE INSTALLED BY HIDD BORE

CARRIER PIPE TO BE INSTALLED

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

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

ATMOS REVISIONS ENERGY CORPORATION PERMIT PLAT PROP. PIPELINE CROSSING C.R. 2390 0.37 MILES SOUTH WEST OF C.R. 2344
NAVARRO COUNTY, TEXAS DRAWING NO. JOB NO REV PROJECT NO

180.45524

COUNTY ROAD 2390

PROPOSED PIPELINE S 08°00'25" W 89'

Ox73 EDGE OF

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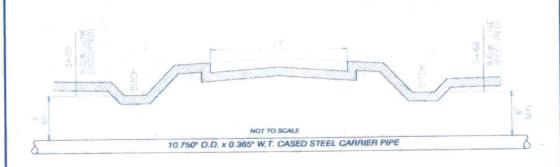
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ELEVATION VIEW OF PIPELINE **CROSSING ROADWAY**



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MARK	0.0.	WALL THICK	PEPE	CLASS 100	DESIGN	P.810.6	EXISTING	DESIGN PRESSURE	HOOP STRS	PRESIDE	TEST EXPLATION HOURS	X-RAY	SPECIFICATIONS
C	10.750	0.365	X-52	1	1.5	3531	800	1200	22.7	1800	8	100%	30 MIL ARO



NOTES:

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

 3. INSTALLED PIPE SHALL BE COATED, WRAPPED, AND CATHODICALLY PROTOGRETED.

 4. PREFUNE MARKERS SHALL INDICATE THE NAME, ADDRESS AND EMERGENCY TELEPHONE MUNICER OF THE UTILITY. THE PREFUNE PRODUCT, OFFERTING PRESSURE AND DEPTH OF PIPE BELOW GRADE.

 5. AFTER EXISTING ATMOS PIPELINE IS TAKEN OUT OF SERVICE, CONTRACTOR SHALL CUT AND CAPERADIO OF THE EXISTING ATMOS PIPELINE FOR ADMINIONMENT, AND FILL ABANDONED LINE WITH CONCRETE GROUT.

 6. PIPELINE TO BE INSTALLED BY HIDD BORE

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A	8/15/21	759a	ED FOR ADI	PROVAL		PROPOSED REPL.	CROSSING C.R	. 2390)
			*				ET N.W. OF C. NAVARRO COUNTY, TEXA	R. 239	,3
FILE MO	G.R. 2390		SHEET	FB./PG.	SCALE NUMBER				REV



LEGEND

OVER HEAD POWER

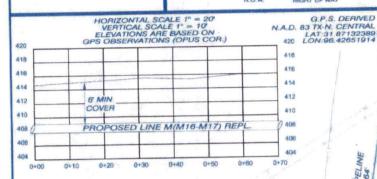
CL OF HOAD

EDGE OF BOAD

EXISTING PIPELINE CENTERLINE BOW BIGHT OF WAY



COORDINATE SYSTEM NAD 1983 FEET TX-N. CENTRAL



CALLED 105.60 ACRES CHEROKEE CAPITAL INVESTORS, LTD. VOLUME 1279, PAGE 330

M. BOREN SURVEY A-56

COUNTY ROAD

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 6. PIPELINE TO BE WISTALLED BY HOD BORE

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

0x03 OVER HEAD POWER O+19 EDGE OF ASPHALT S OR 31'26" W 84" 0+32 OL OF ROAD OF ASPHALT O+84 OCCUPIED 2400 R.O.W.

0.400 OCCUPIED 2400 ROW

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:96.42655395

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

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

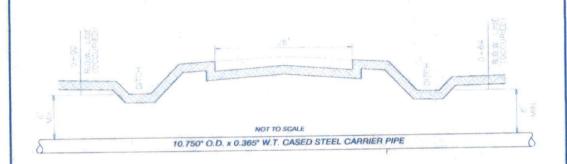


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ń.	8/15	797 1990	ED FOR APP	ROVAL		PROP. P	PERMIT PLAT IPELINE CROSSING ES NORTH EAST OF NAVARRO COUNTY, TEX	F C.R. 24	100 410
FILE NO.	MWE,	CHICO RLM	SHEET 2 APRIVO	manufacture of the same	SCALE 1"- 20" UNITY BOAD	PROJECT NO. 180.45524	COUNTY ROAD 2400	JOB NO.	REV.





PIPE	SPEC	IFICAT	IONS			DESI	GN DA	ATA		TES	TINO	3	COATING
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WAS CITY	10.750	NO SE	X-52	4	1.5	3531	800	1200	22.7	1800	8	100%	30 MIL ARO



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 6. PIPELINE TO BE WISTALLED BY HIDD BORE

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LEGEND

OVER HEAD POWER

CL OF ROAD EDGE OF ROAD

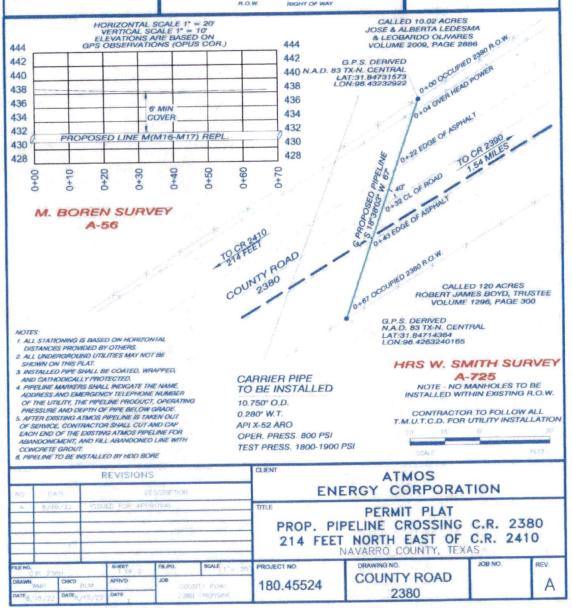
EXISTING PIPELINE

EDGE OF ROA

© CENTERLINE R.O.W. RIGHT OF WAY



COORDINATE SYSTEM NAD 1983 FEET TX-N. CENTRAL





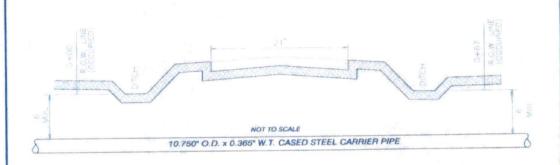
13621 HWY110 S 17LER, TX. 75707 (903) 939-8860 FIRM I.D. 10122800

LINE M16-M17 NAVARRO COUNTY, TEXAS

ELEVATION VIEW OF PIPELINE CROSSING ROADWAY



PIPE	SPEC	IFICAT	IONS				GN DA			William Avenues St. Service St. Co.	STINC	Control of the last	COATING
and the Party of t	O.B.	WALL THICK:	PER	CLASS LOC.	DEBIGN FACTOR	P.S.I.G. (S. 100% S.M.Y.	EXISTING MACIP PRIC	DESIGN PRESOLING P.E.L.O.	HOOP STIES	PRESSURE PSIG	DURATION HOURS	X-RAY %	SPECIFICATIONS
С	10.750	0.365	X-52	1	1.5	3531	800	1200	22.7	1800	8	100%	30 MIL ARO



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REVISIONS						ATMOS ENERGY						
146)	EA.	n l		HESCRIPTION		CORPORATION						
A	8/15	y22 ISSI	ED FOR APP	PROVAC		REPL. 1.54 MI	PROPOSED LINE M16-M17 PIPELINE REPL. CROSSING C.R. 2380					
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LEGEND

CL OF ROAD

EDGE OF ROAD

FENCE

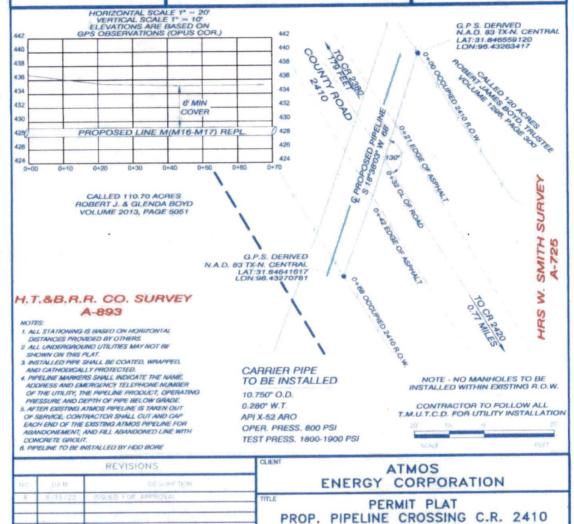
EXISTING PIPELINE

CENTERLINE

R.O.W. RIGHT OF WAY



NAD 1983 FEET TX-N. CENTRAL



PROJECT NO.

180.45524

179 FEET SOUTH EAST OF C.R. 2380 NAVARRO COUNTY, TEXAS

COUNTY ROAD

2410

REV

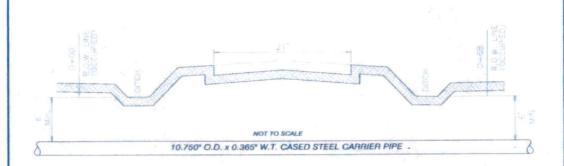
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DRAWING NO.





PIPE SPECIFICATIONS					DESIGN DATA						TINC	9	COATING	
MARK	O.O. BRCHES	WALL THICK. INCHES	PAPE GRADE	CLASS LOC	DESIGN FACTOR	P.S.LG & 100% S.M.Y.	EXCETENG MACIP PSIG	DESKIM PRESSUPE P.S.LG.	HOOP STAR	PALO.	DURATION HOURS	X-RAY %	SPECIFICATIONS	
C	10.750		X-52	1	1.5	3531	800		THE RESERVE OF THE PERSON NAMED IN	1800	8	100%	30 MIL ARO	



- MOTES:

 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 CATHODICALL LY PROTECTED.

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

 5. AFTER EISTING ATMOS PIPELINE IS TAMEN OUT OF SERVICE, CONTRACTOR SHALL CUT AND CAPEACH END OF THE EDISTING ATMOS PIPELINE TO ARBADIONEMENT, AND FILL ABANDONED LINE WITH CONCRETE GROUT.

 6. PIPELINE TO BE WISTALLED BY HOD BORE

REVISIONS						ATMOS ENERGY						
MO.	DIA	理		DESCRIPTURA		CORPORATION						
A	4 8/45/22 ISSUED FOR APPROVAL					PROPOSED LINE M16-M17 PIPELINE REPL. CROSSING C.R. 2410 0.77 MILES N.W. OF C.R. 2420 NAVARRO COUNTY, TEXAS						
FILE NO.	R 2410		SHEET	FB,PG.	SCALE NOME	PROJECT NO.	DRAWING NO.	JOB NO.	REV.			
36041		DATE 3/10/2	APRVD		UNTY ROAD O CROSSING	180.45524	COUNTY ROAD 2410		Α			