25

AGREEMENT FOR LICENSE ADJACENT TO OR CROSSING COUNTY ROADS

STATE OF TEXAS §

COUNTY OF NAVARRO §

KNOW ALL MEN BY THESE PRESENTS:
ATMOS ENERLY Owner of a (pipeline, utility line, gas or sewer line) hereby
contracts and covenants with Navarro County ("the County") as follows:
I. ATMOS ENERBY , 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)
0025,0020,0050, 0080 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
Type of Pipeline: NATURAL GAS
The transport route (beginning and end): ANGUS TO RICHLAND
(A detailed construction plan must be submitted with application)
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 before 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

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

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.

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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.

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

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 5 day of MAY, 2021.

OWNER

By: , its RIGHT OF WAY AGENT

Company Name: ATMOS ENERGY, CORPORATION

Address: 5430 LBJ FREEWAY, DALLAS, TX 75240

Phone Number: 888 - 286 - 6700

NAVARRO COUNTY

County Aud

Commissioner Precinct



LINE M-M15-M16 NAVARRO COUNTY, TEXAS

LEGEND

OVER HEAD ELECTRIC **EXISTING ATMOS PIPELINE**



CALLED 14.00 ACRES L6 CATTLE COMPANY TO

Oxoo Englicit

OX20 C.A. OQA

SOUTH DOWNS HOLDING COMPANY LLC INST. No. 201600003508

G.P.S. DERIVED N.A.D. 83 TX-N. CENTRAL LAT:32.00380808 LON:96.43899223

TRACT 3 CALLED 10.02 ACRES L6 CATTLE COMPANY TO

*ST OCCUPIED SOUTH DOWNS HOLDING COMPANY LLC INST. No. 201600000828

ENOCH FRIER SURVEY

A-3

G.P.S. DERIVED N.A.D. 83 TX-N. CENTRAL LAT:32.00373546 LON:96.43907560

G.P.S. DERIVED N.A.D. 83 TX-N. CENTRAL

CARRIER PIPE TO BE INSTALLED

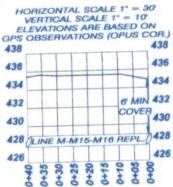
10.750" O.D. 0.365* W.T. API 5LX-52 ARO OPER. PRESS. 800 PSI TEST PRESS. 1,800-1,900 PSI

NOTES:

- 1. ALL STATIONING IS BASED ON HORIZONTAL DISTANCES PROVIDED BY OTHERS.
- 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 CUT AND CAP EACH END OF THE EXISTING ATMOS PIPELINE FOR ABANDONEMENT, AND FILL ABANDONED LINE WITH CONCRETE GROUT.





JOHN MONEAL SURVEY A-8

NOTE - NO MANHOLES TO BE INSTALLED WITHIN EXISTING R.O.W. CONTRACTOR TO FOLLOW ALL T.M.U.T.C.D. FOR UTILITY INSTALLATION

CLIENT

	KEAIZIONZ		
	DESCRIPTION	DATE	NO.
TITLE	ISSUED FOR PEVIEW	5/4/2021	À

DEVICIONS

ATMOS ENERGY CORPORATION

PERMIT PLAT PIPELINE CROSSING CO. ROAD 0025 INTERSECTION COUNTY ROAD 0020

NAVARRO COUNTY, TEXAS

DRAWING NO.

SCALE 1"= 50 CHK'D WMP JOB C.R. 0025 DATE PLAN DATE /4/2

180,44357

PROJECT NO.

C.R. 0025

COST CENTER:

9670

REV.

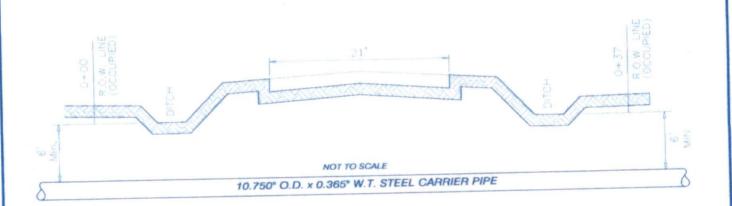


10" STEEL PIPE
P= 2 x 52000 x 0.365 x 0.50 / 10.750
P= 1,766 PSIG ALLOWABLE BY CALCULATION
P= 800 PSIG ACTUAL DESIGN MAOP
PRINCIPAL DESIGN EQUATION
(BARLOW'S) FOR STEEL PIPE
P= 2 x F x S x T / D
P= DESIGN PRESSURE, PSIG

P= DESIGN PRESSURE, PSIG F= CLASS LOCATION FACTOR S= MIN. YIELD STRENGTH, PSI D= NOMINAL OUTSIDE DIAMETER, IN.

T= NOMINAL WALL THICKNESS, OF PIPE (IN.)
MAOP= MAXIMUM ALLOWABLE OPERATING PRESSURE (PSIG)

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C	10.750	0.365	X-52	3	0.50	3,531	800	1,766	33.9%	1,800-1,900	L	10076					



NOTES:

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 OF SERVICE, CONTRACTOR SHALL CUT AND CAP
 EACH END OF THE DUSTING ATMOS PIPELINE FOR
 ABANDONEMENT, AND FILL ABANDONED LINE WITH
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DATE		DATE	4/21	DATE		PROFILE				I



LINE M-M15-M16 NAVARRO COUNTY, TEXAS

LEGEND





ENOCH FRIER SURVEY A-3

TRACT 3 CALLED 10.02 ACRES L6 CATTLE COMPANY TO SOUTH DOWNS HOLDING COMPANY LLC INST. No. 201600000828

> G.P.S. DERIVED N.A.D. 83 TX-N. CENTRAL LAT:32.00349749 LON:96.43922762 Orto Country R.O.M.

JOHNY ROAD DOZO DICKY J. BROWN, ELLEN E. SANDERS, ALFRED M. BROWN, KENNETH W. BROWN, & JOAN BROWN WARNER TO PATRICK L. BROWN

LAT:32.00336328

LON:96.43918614

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LINE

NOTES:

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

2. ALL UNIDERGROUND UTILITIES MAY NOT P.

SHOWN ON THIS PLAT.

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- AND AN HORIZONTAL ON THE PHELINE PRODUCT, OPERATION OF THE EXISTING ATMOS PIPELINE IS OF SERVICE, CONTRACTOR SYNONCOP

Over OCUPIED ROW. EABANDONED CALLED 97.16 ACRES L6 CATTLE COMPANY

SOUTH DOWNS HOLDING COMPANY, LLC INST. No. 201800004375

HORIZONTAL SCALE 1" = 30' VERTICAL SCALE 1" = 10" ELEVATIONS ARE BASED ON GPS OBSERVATIONS (OPUS COR.) G.P.S. DERIVED GH N.A.D. 83 TX-N. CENTRAL 436 436 434 434 432 432 6' MIN 430 430 COVER 428 428 426 426 0+50 0+45 0+46 0+36 0+26 0+26 424 424

CALLED 5 ACRES

JOHN MCNEAL SURVEY

A-8

NOTE - NO MANHOLES TO BE INSTALLED WITHIN EXISTING R.O.W. CONTRACTOR TO FOLLOW ALL T.M.U.T.C.D. FOR UTILITY INSTALLATION

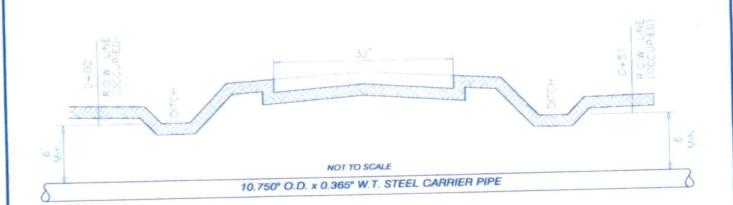
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10" STEEL PIPE P= 2 x 52000 x 0.365 x 0.50 / 10.750
P= 1,766 PSIG ALLOWABLE BY CALCULATION P= 800 PSIG ACTUAL DESIGN MAOP PRINCIPAL DESIGN EQUATION (BARLOW'S) FOR STEEL PIPE P=2xFxSxT/D P= DESIGN PRESSURE, PSIG F= CLASS LOCATION FACTOR S= MIN. YIELD STRENGTH, PSI

D= NOMINAL OUTSIDE DIAMETER, IN. T= NOMINAL WALL THICKNESS, OF PIPE (IN.) MAOP= MAXIMUM ALLOWABLE OPERATING PRESSURE (PSIG)

DIDE	PIPE SPECIFICATIONS					DESIGN DA				TES	TING		COATING
STREET, SQUARE,	SCHOOL SECTION AND PERSONS ASSESSED.	WALL THICK.	PIPE GRADE	CLASS	DESIGN	P.S.I.G. @	EXISTING MAQP	DESIGN PRESSURE	INTERNAL HOOP STRS. % S.M.Y.	PRESSURE PSIG	TEST DURATION HOURS	X-RAY N	SPECIFICATIONS
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С	10.750	0.365	X-52	3	0.50	3,531	800	1,766	33.9%	1,800-1,900	0	10075	



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DATE		DATE /4/21	DATE		PROFILE				

FULL SULLING

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

LINE M-M15-M16 NAVARRO COUNTY, TEXAS

LEGEND

POWER POLE

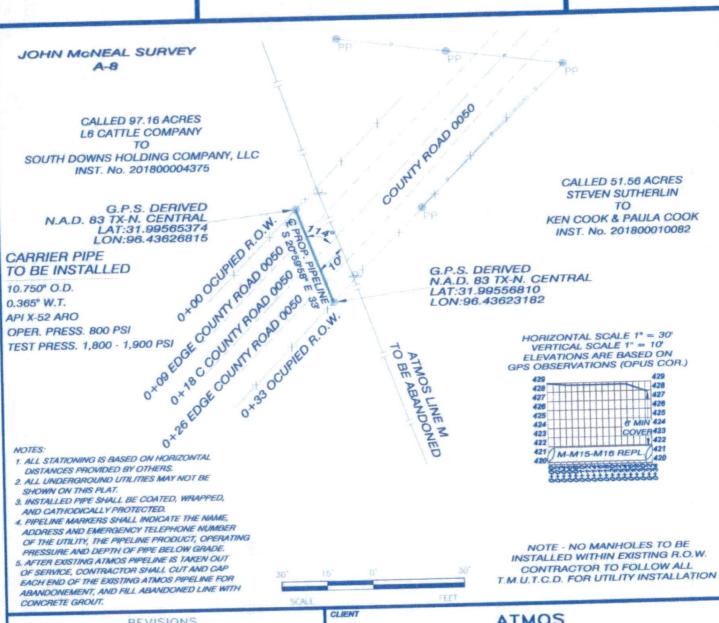
SIGN

FENCE

EXISTING ATMOS PIPELINE

OVER HEAD ELECTRIC





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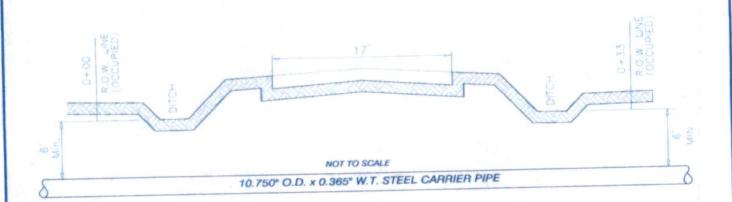
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-	10.750	0.365	X-52	3	0.50	3,531	800	1,766	33.9%	1,800-1,900	0	10076	



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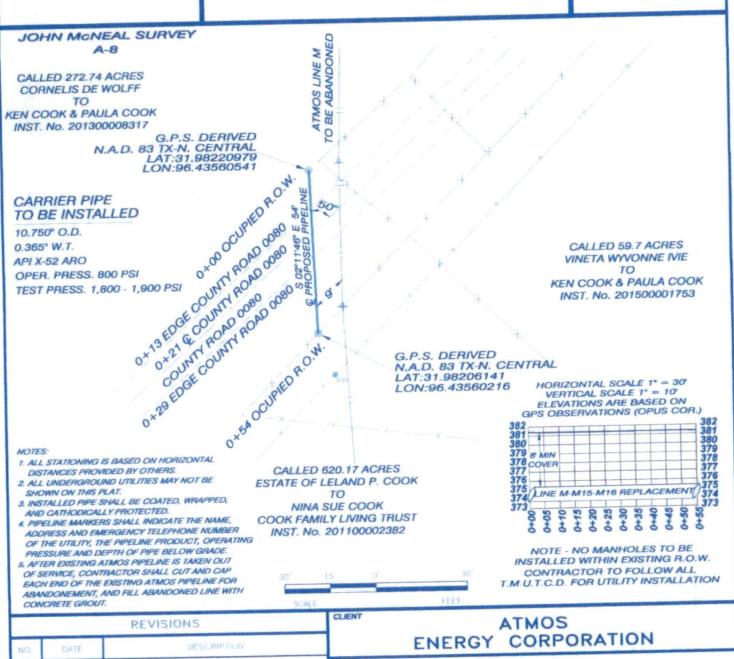


LINE M-M15-M16 NAVARRO COUNTY, TEXAS

LEGEND







SUED FOR REVIEW TITLE PERMIT PLAT PIPELINE CROSSING CO. ROAD 0080 0.5 MILES S.W. OF CO. ROAD 0060 NAVARRO COUNTY, TEXAS COST CENTER: REV. DRAWING NO. SCALE PROJECT NO. A JOE C.R. 0080 9670 APRVD CHKD 180.44357 WMF C.R 0080 PLAN DATE /4/2 DATE



10" STEEL PIPE

P= 2 x 52000 x 0.385 x 0.50 / 10.750

P= 1,766 PSIG ALLOWABLE BY CALCULATION

P= 800 PSIG ACTUAL DESIGN MAOP

PRINCIPAL DESIGN EQUATION

(BARLOW'S) FOR STEEL PIPE

P= 2 x F x S x T / D

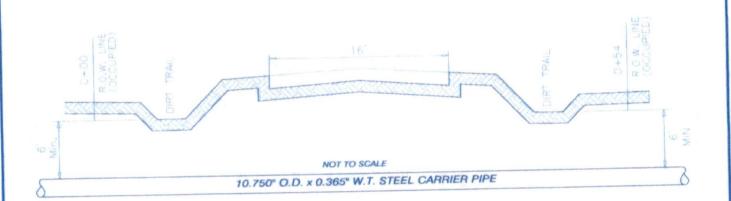
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T= NOMINAL WALL THICKNESS, OF PIPE (IN.)
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C	10.750	0.365	X-52	3	0.50	3,531	800	1,766	33.8%	1,000-1,000		-		



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-	A WAY TO A SHARE	F	REVISIONS			ATMOS ENERGY						
NO.	DAT	E	DE	SCRIPTION			CORPORATION					
A	5/4	/21 ISSU	ED FOR REVIE	W		PIPELINE CI	-M15-M16 PI ROSSING CO. I S.W. OF CO. AVARRO COUNTY, TEXA	ROAD O	080 060			
FILE NO.	R 008	O PROFILE	SHEET 2 OF 2	FB./PG.	SCALE HOME	PROJECT NO. 180.44357	C.R. 0080	9670	REV.			
DATES	MAINIL	DATE /4/21	DATE		PROFILE	100.44337	U.N. 0000					