

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY DOCUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**Line: WE-2
R/W#: 013**

PIPELINE EASEMENT

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

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") to the undersigned, 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, a pipeline or pipelines and the appurtenances thereto, including the right to install additional pipelines and appurtenances in the future as may be necessary or convenient for Grantee, for the transportation of oil, gas, lignite and other fluids or substances, or any of them, and the products thereof, together with such above ground drips, valves, fittings, meters, pressure relief facilities, aerial markers, graphite and steel anodes, rectifier poles and other devices for the control of pipeline corrosion, and other appurtenances as may be necessary or convenient in the operation of said lines, over, across, under and upon the area described on Exhibit "A" attached hereto and made a part hereof.

Grantee shall also be entitled to use an additional twenty-five feet (25') of Grantor's adjacent lands as reasonably necessary for Grantee's activities in relation to each of the rights granted herein. Such additional twenty-five feet (25') shall be intermittent in use and shall be able to be utilized on either side of the easement at the discretion of Grantee, but in no event shall the total additional width on either side of the easement exceed twenty-five feet (25') when added together.

It is further agreed as follows:

1. Grantee shall have the right to select the exact location of said pipelines and any future additional pipelines within said strip, 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 strip.
2. Grantor further agrees not to change the grade, remove dirt from the surface of the easement or impound water over the easement without the prior written approval of Grantee.
3. The aforesaid consideration includes any and all damages that may be sustained by the original construction of said lines, including without limitation, cutting trees and damages to land, trees, buildings, fences, growing crops and grasses; however, after the original construction Grantee will pay to the owner of the land and, if leased, to his tenant, as they may be respectively entitled, actual damages done to fences and growing crops by reason of entry to repair, maintain and remove said pipelines, or for any future construction, including but not limited to the laying of additional future pipelines. Should the amount of such damages contemplated by this paragraph not be agreed upon by Grantor and Grantee, then the amount of such damages shall be determined by final and binding arbitration before three disinterested arbitrators, with one arbitrator being appointed by Grantor, one arbitrator being appointed by Grantee, and the third arbitrator being appointed by the two other arbitrators. If not unanimous, the award may be determined by any two of the three arbitrators and shall be in writing and shall be non-appealable. A judgment upon any award rendered by the arbitrators may be entered by any state or federal court having jurisdiction thereof. Further, the aforesaid consideration includes the right of Grantee to install additional, future pipelines and appurtenances as Grantee, in its sole discretion, may determine to be necessary or convenient.
4. Grantee has the right to trim, cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee as may be necessary to prevent possible present or future interference with the convenient operation or convenient inspection of said lines and to remove possible present or future hazard to such lines, and the right to remove or prevent the construction of any and all buildings, structures, reservoirs, or other obstructions on said strip and to prevent activities on said strip any of which, in the sole judgment of the Grantee may presently or in the future endanger or interfere with the efficiency, safety, convenient operation or convenient inspection of said lines and appurtenances.
5. 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.

6. Grantor and Grantee agree that the failure to assert any right under this Pipeline 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 Pipeline 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.
7. Both Grantor and Grantee hereby represent and warrant that they have read and have fully understood the terms of this Pipeline Easement, that they have had the opportunity to have same reviewed by an attorney, and that in entering into this Pipeline Easement they are relying solely upon their independent review and the advice of their respective counsel. Further, Grantor and Grantee acknowledge that this Pipeline Easement has been negotiated by the parties, and this Pipeline 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 pages to follow>

EXECUTED this 23RD day of August, 2021.

GRANTOR(S):


MONTAGUE COUNTY

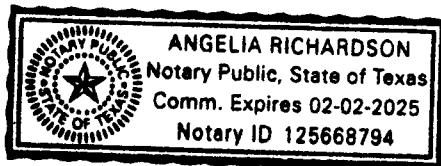
Kevin Benton
Montague County Judge
PO Box 475
Montague, Texas 76251

STATE OF TEXAS §
 §
COUNTY OF MONTAGUE §

BEFORE ME, the undersigned authority, on this day personally appeared **Kevin Benton**, 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 23rd day of August, 2021.


Notary Public in and for the State of Texas



(Print Name of Notary Public Here)

My Commission Expires: _____



EXHIBIT "A"
Page 1 of 4

ATMOS ENERGY CORPORATION
TRACT WE2-013
Z. WESTMORELAND SURVEY, A-858
MONTAGUE COUNTY, TEXAS

Being a metes and bounds description for a 75 foot wide, 2.241 Acre (97599 square foot), Permanent Easement, a 25 foot wide, 0.639 Acre (27835 square foot) Temporary Workspace 1, and a 25 foot wide, 0.029 Acre (1276 square foot) Temporary Workspace 2, situated in Z. Westmoreland Survey, A-858, Montague County, Texas, and being a portion of a called 320 acre tract conveyed to County of Montague by an instrument recorded in Volume 52, Page 310, Deed Records Montague County Texas, (DRMCT), and being more particularly described by metes and bounds as follows:

DESCRIPTION OF 2.241 ACRE (97599 SQUARE FOOT) 75' WIDE PERMANENT EASEMENT

BEGINNING at a 5/8" iron rod found in the west boundary line of said 320 acre tract, same being the northeast corner of a called 40.00 acre tract conveyed to Clyde T Back, et ux by an instrument recorded in Volume 135, Page 797, Official Public Records Montague County Texas, (OPRMCT), and having Texas State Plane Coordinate System (NAD83) North Central Zone coordinates of N=7284858.79, and E=2193045.60;

THENCE N 00° 34' 47" E, along said west boundary line, a distance of 12.88 feet to a point;

THENCE S 15° 26' 04" E, a distance of 519.79 feet to a point;

THENCE S 00° 42' 52" W, a distance of 578.49 feet to a point;

THENCE S 09° 15' 21" E, a distance of 194.41 feet to a point;

THENCE S 54° 16' 40" E, a distance of 87.45 feet to a point;

THENCE S 11° 28' 27" E, a distance of 62.00 feet to the point of intersection with the south boundary line of said 320 acre tract, same being the north boundary line of a called 35.474 acre tract conveyed to Clyde T Back, et ux by an instrument recorded in Volume 129, Page 665, OPRMCT, from which a 1/2" iron rod found at the east corner of said 35.474 acre tract bears S 89°56'15"E, a distance of 241.48 feet;

THENCE N 89° 56' 15" W, along said south boundary line, a distance of 76.55 feet to a point;

THENCE N 11° 28' 27" W, a distance of 17.30 feet to a point;

THENCE N 54° 16' 40" W, a distance of 89.14 feet to a point;

THENCE N 09° 15' 21" W, a distance of 232.03 feet to a point;

THENCE N 00° 42' 52" E, a distance of 574.39 feet to a point;

THENCE N 15° 26' 04" W, a distance of 247.63 feet to the point of intersection with the west boundary line of the aforementioned 320 acre tract;

EXHIBIT "A"
Page 2 of 4

THENCE N 00° 34' 01" E, along said west boundary line, a distance of 259.19 feet to the **PLACE OF BEGINNING** and containing 2.241 Acres (97599 square feet) of land, more or less.

DESCRIPTION OF 0.639 ACRE (27835 SQUARE FOOT) 25' WIDE TEMPORARY WORKSPACE 1

COMMENCING FOR REFERENCE at a 5/8" iron rod found in the west boundary line of the aforementioned 320 acre tract, same being the northeast corner of the aforementioned 40.00 acre tract and having Texas State Plane Coordinate System (NAD83) North Central Zone coordinates of N=7284858.79, and E=2193045.60;

THENCE S 00° 34' 01" W, along said west boundary line, a distance of 259.19 feet to the **PLACE OF BEGINNING** of the herein described tract;

THENCE S 15° 26' 04" E, a distance of 247.63 feet to a point;

THENCE S 00° 42' 52" W, a distance of 574.39 feet to a point;

THENCE S 09° 15' 21" E, a distance of 232.03 feet to a point;

THENCE S 54° 16' 40" E, a distance of 89.14 feet to a point;

THENCE S 11° 28' 27" E, a distance of 17.30 feet to the point of intersection with the south boundary line of said 320 acre tract;

THENCE N 89° 56' 15" W, along said south boundary line, a distance of 22.72 feet to a point;

THENCE N 54° 16' 40" W, a distance of 93.73 feet to a point;

THENCE N 09° 15' 21" W, a distance of 244.57 feet to a point;

THENCE N 00° 42' 52" E, a distance of 573.03 feet to a point;

THENCE N 15° 26' 04" W, a distance of 156.90 feet to the point of intersection with the west boundary line of the aforementioned 320 acre tract;

THENCE N 00° 34' 01" E, along said west boundary line, a distance of 90.69 feet to the **PLACE OF BEGINNING** and containing 0.639 Acres (27835 square feet) of land, more or less.

DESCRIPTION OF 0.029 ACRE (1276 SQUARE FOOT) 25' WIDE TEMPORARY WORKSPACE 2

BEGINNING at a point in the south boundary line of the aforementioned 320 acre tract, same being the north boundary line the aforementioned 35.474 acre tract, from which a 1/2" iron rod found at the east corner of said 35.474 acre tract bears S 89°56'15"E, a distance of 215.96 feet;

THENCE N 89° 56' 15" W, along said south boundary line, a distance of 25.52 feet to a point;

EXHIBIT "A"
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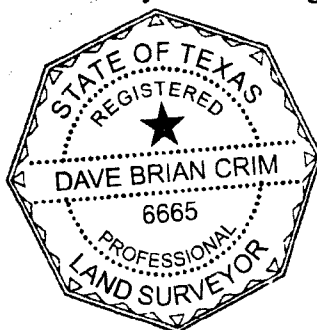
THENCE N 11° 28' 27" W, a distance of 62.00 feet to a point;

THENCE S 54° 16' 40" E, a distance of 36.79 feet to a point;

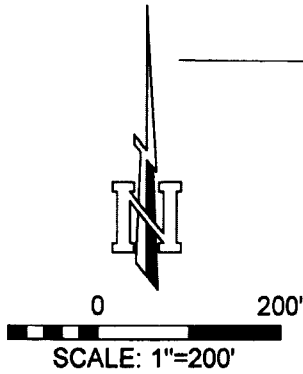
THENCE S 11° 28' 27" E, a distance of 40.11 feet to the PLACE OF BEGINNING and containing 0.029 Acres (1276 square feet) of land, more or less.

The bearings recited herein are based on the Texas State Plane Coordinate System, (NAD83) North Central Zone. This description and corresponding plat were prepared from a survey made on the ground under my supervision.

Dave B. Crim 15-July-2021
Dave Brian Crim Date
Registered Professional Land Surveyor
Texas Registration No. 6665



Parcel Line Table		
Line #	Length	Direction
L1	12.88	N0° 34' 47"E
L2	519.79	S15° 26' 04"E
L3	578.49	S0° 42' 52"W
L4	194.41	S9° 15' 21"E
L5	87.45	S54° 16' 40"E
L6	62.00	S11° 28' 27"E
L7	76.55	N89° 56' 15"W
L8	17.30	N11° 28' 27"W
L9	89.14	N54° 16' 40"W
L10	232.03	N9° 15' 21"W
L11	574.39	N0° 42' 52"E
L12	247.63	N15° 26' 04"W
L13	259.19	N0° 34' 01"E
L14	22.72	N89° 56' 15"W
L15	93.73	N54° 16' 40"W
L16	244.57	N9° 15' 21"W
L17	573.03	N0° 42' 52"E
L18	156.90	N15° 26' 04"W
L19	90.69	N0° 34' 01"E
L20	36.79	S54° 16' 40"E
L21	40.11	S11° 28' 27"E
L22	25.52	N89° 56' 15"W



40.00 Acres
Clyde T Back, et ux
Vol 135, Pg 797
OPRMCT

320 Acres
County of Montague
Vol 52, Pg 310
DRMCT

C. MILNE SURVEY
A-485

25' Wide
27835 sq. ft.
0.639 Acres
TEMPORARY WORKSPACE 1

75' Wide
97599 sq. ft.
2.241 Acres
PERMANENT EASEMENT

25' Wide
1276 sq. ft.
0.029 Acres
TEMPORARY WORKSPACE 2

N.S. USSERY SURVEY
A-824

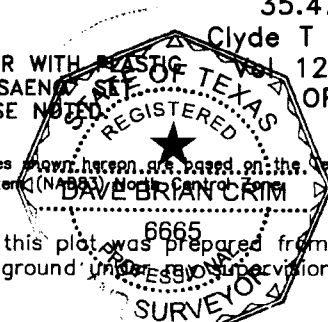
35.474 Acres
Clyde T Back, et ux
Vol 129, Pg 665
OPRMCT

o INDICATES 1/2" IR WITH PLASTIC CAP STAMPED "KSAEN" UNLESS OTHERWISE NOTED

The bearings and coordinates shown hereon are based on the Texas State Plane Coordinate System (NAD83)

I hereby certify that this plat was prepared from a survey made on the ground under my supervision.

Dave B. Crim 15-July-2021
Dave Brian Crim Date
Registered Professional Land Surveyor
Texas Registration No. 6665



P.O.B. TEMPORARY WORKSPACE 2
N: 7283488.46
E: 2193316.96

KSA
140 E. Tyler St., Suite 600 Longview, Texas 75601
T. 903-236-7700 F. 903-236-7779
www.ksaeng.com
TBPLS FIRM REG. NO. 1011500



WE2-013	COUNTY OF MONTAGUE	SHT 40F4
ATMOS ENERGY CORPORATION EXHIBIT PLAT SHOWING 75' WIDE - 2.241 ACRE (97599 sq.ft.) PERMANENT EASEMENT 25' WIDE - 0.639 ACRE (27835 sq.ft.) TEMPORARY WORKSPACE 1 25' WIDE - 0.029 ACRE (1276 sq.ft.) TEMPORARY WORKSPACE 2 Z. WESTMORELAND SURVEY, A-858 MONTAGUE COUNTY, TEXAS		
DRAWN BY: DBC		DATE: 07-15-2021
SCALE: 1"=200'		DWG. NO.