

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

EASEMENT AGREEMENT

Grantor: City of Pflugerville, Texas, a Texas home-rule municipality
Name
PO Box 589
mailing address
Pflugerville Texas 78691
city state zip

Grantee: **Texas Gas Service, a division of ONE Gas, Inc.**
9228 Tuscany Way
Austin, Texas 78754

Effective Date: _____

1. Grant of Easement. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor grants to Grantee a permanent easement and right-of-way, as depicted and further described in the survey plat attached hereto as Exhibit A heretofore made a part of this Agreement (the "Easement"), on, in, across, along, over, through and under the certain real property situated in the County of Travis, State of Texas, to-wit:

Tract 2, A 1.09 acre tract of land located in the James Burleson Survey No. 19, A-4, Travis County, Texas, being a tract described in a Warranty Deed recorded in Document No. 2003174330, in the Official Public Records of the afore-mentioned County and State (the "Property").

Grantor further grants to Grantee the rights of ingress and egress, including the right to use existing roads on the Property to accomplish the purposes described below and to protect Grantor's property in case of emergency.

2. Easement Description. The Easement shall be a maximum width not to exceed ten feet (10') in width, consisting of five feet (5') on each side of the location of the centerline of the pipeline as actually laid, constructed, or installed upon its initial construction.

3. Temporary Easement. Grantee shall have the right to surface use of an additional twenty-five feet (25') as workspace alongside, adjacent to and parallel with the Easement, on one side of the Easement only, as may be reasonably necessary during the construction and installation of the Facilities in the Easement (the "Temporary Easement").

4. Purpose of Easement. The Easement shall be used for the purpose of surveying, placing, establishing, laying, constructing, installing, realigning, modifying, operating, repairing, maintaining, inspecting, patrolling (by surface and air), protecting, rebuilding, replacing, relocating, adding, substituting, improving, accessing, abandoning in place and removing a maximum of one (1) pipeline up to a maximum diameter, as initially installed and excluding protective coating and wrapping, not to exceed four inches (4") (with the exception of replacement of the existing pipeline, which would temporarily result in two pipelines within the Easement, only one of which shall be in service at a time), together with the right to install certain pipeline-related appurtenances, including, and as expressly limited by Paragraph 11, vent pipes, valves, markers, pumps, meters, regulators, rectifiers, cathodic corrosion control devices and alternating current mitigation equipment and facilities (generally including cathodic protection test leads, gradient control matting, grounding systems, rectifiers, electric meters, junction boxes, power supplies, anodes, decouplers, wires, ribbons, poles, and below ground beds), electric facilities, communication facilities and any other related appurtenances and equipment that may be necessary or desirable in connection with said pipeline, both above and below ground (together the "Facilities") for the purpose of transporting and/or distributing natural gas. Grantee shall also have the right (i) to fence and enclose the area where the aboveground appurtenances are located, (ii) to enclose any of the appurtenances in separate enclosures, (iii) to grade, place and maintain pavement, gravel, or caliche within the fenced area to inhibit the growth of grasses and weeds, and (iv) to install markers and other above ground appurtenances as required by applicable laws or regulations. Grantee's right to grant a third-party access to the Easement shall be limited to purposes related to the surveying, placement, construction, installation, operation, safety, repair, maintenance, inspection, patrol, protection, rebuilding, replacement, relocation, abandonment, or removal of the Facilities. Grantee shall not use the Easement for purposes other than hereinabove granted without the express written consent of Grantor.

5. Duration of Easement. This Easement shall be perpetual. **Except for events of force majeure, if Grantee or any of its successors or assigns fails to use or maintain the Facilities or Easement for a period of two (2) consecutive years, then Grantee's rights hereunder shall cease and terminate upon receipt of written notice from Grantor of Grantor's election to so terminate.**

6. Consideration. Subject to Paragraph 14 (Restoration), the consideration for the Easement includes full and final payment for any and all damages occurring to the land, pasturage, vegetation (grass, crops, tree, shrubs, *etc.*) timber, gates, fences, irrigation systems, buildings or other improvements of Grantor on the Property resulting from Grantee's exercise of the rights herein granted, including any monetary damages arising from the construction and installation of the Facilities and any income loss from disruption of existing agricultural production or existing leases based on verifiable loss or lease payments.

7. Warranty of Title. Grantor represents and warrants that it is the owner in fee simple of the Property, subject only to outstanding mortgages, if any, now of record. Grantor and Grantor's successors and assigns are and shall be bound to warrant and forever defend the rights conveyed in this Agreement to Grantee and Grantee's successors and assigns, against every person lawfully claiming or to claim all or any part of the interest in the Property.

8. Exclusiveness of Easement. The Easement granted to Grantee hereunder is non-exclusive. Grantor represents and warrants that it will not in the future convey any other easement or conflicting rights in the Easement covered by this grant without Grantee's approval, such approval not to be unreasonably withheld or delayed. Grantor covenants not to, nor permit others to, impound water, or construct any building or other permanent structure, including without limitation gates, fences, trees, engineering works, power poles, light poles, roadways, driveways and sidewalks ("Encroachment"), nor to alter the surface grade of the Property within the boundaries of the Easement or so close thereto as to prevent proper maintenance, repair or removal of the Facilities without Grantee's prior written consent; except that Grantor shall have the right to construct and maintain utility lines within and across the Easement, provided that during and after construction, such lines meet, at Grantor's expense, all of Grantee's required and applicable spacing, including depth separation limits, and other protective requirements. In the event the terms of this Paragraph are violated, Grantor shall immediately eliminate such violation upon receipt of written notice from Grantee, or Grantee shall have the immediate right to correct or eliminate the Encroachment at the sole expense of Grantor. If Grantee agrees in the future to relocate all or part of the Facilities to accommodate construction or surface regrading by Grantor, then Grantor shall reimburse Grantee for all costs associated with such relocation.

9. Pipeline Depth. The pipeline to be constructed and installed by Grantee shall, at the time of initial construction thereof, be buried to a minimum depth of thirty-six inches (36") below the surface of the ground. At those locations where rock is encountered so as to make burying the pipeline to such depth impractical, the pipeline may be buried at a minimum depth of twenty-four inches (24") below the surface of the ground.

10. Double Ditching. Grantee shall not double ditch areas of the Easement where the pipeline is not installed by boring or horizontal drilling.

11. Aboveground Appurtenances. Except for vent pipes, markers and test leads at public roads, fence lines and waterways or as otherwise required by applicable laws, rules or regulations or Grantee's safety requirements, Grantee shall not install any aboveground appurtenances on the Easement.

12. Encroachments. Grantee shall have the right to mow the Easement, cut and trim trees or shrubbery and to correct or eliminate any other Encroachment upon the Easement. Grantee shall dispose of all cuttings and trimmings by loading and hauling away from the Property.

13. Existing Environmental Conditions. Grantor represents and warrants that, to the best of Grantor's knowledge, as of the effective date of this Agreement, (i) the Property complies in all material respects with any applicable federal or state environmental laws and regulations; (ii) Grantor has not (and has no knowledge of any other person or entity which has) caused any production, use, release, threatened release or disposal of any hazardous materials at the Property in any material quantity; and (iii) Grantor has no notice or knowledge of any actual, pending or threatened environmental claims against the Property.

14. Restoration. During the term of this Agreement, Grantee shall maintain the Easement in a manner consistent with the purposes for which the Easement will be used by Grantee hereunder. Grantee will restore the Easement and Temporary Easement, when applicable, used by

Grantee to as near to original condition as reasonably practicable, or, in the event Grantee does not restore the Easement and Temporary Easement used by Grantee, Grantee shall, in addition to the consideration paid for this Agreement, pay Grantor for actual monetary damages incurred by Grantor that arise from the damage to the Easement and/or Temporary Easement caused by Grantee. Upon the termination of this Agreement, Grantee shall either (i) remove the Facilities and restore the Easement and Temporary Easement, when applicable, as nearly as reasonably practicable to as good a condition as existed at the time of commencement of Grantee's operations hereunder or (ii) abandon the underground Facilities and remove all above ground appurtenances on and restore the surface of the Easement in accordance with applicable law, rules, and regulations. Grantor has the right to actual monetary damages arising from the repair maintenance, inspection, replacement, operation, or removal of the Facilities after initial construction and installation of the Facilities. The requirements and rights of this provision shall survive termination or expiration of the Agreement.

15. Gates and Fences. Grantee shall have the right to remove, cut, use, repair, and replace any gates or fences that cross the Easement. In the event Grantee does not repair and/or restore the fences or gates, Grantee shall, in addition to the consideration paid for this Agreement, pay Grantor for any damage caused by Grantee to the gates and fences.

16. Insurance. Grantee shall maintain at all times while it uses the Easement, including during construction and operations on the Easement, commercial general liability insurance in the amount of \$1,000,000 per occurrence, \$2,000,000 in the aggregate, issued by an insurer authorized to issue liability insurance in this State, or self-insurance, insuring against liability for personal injuries and property damage sustained by any person to the extent caused by the negligence of the Grantee or Grantee's agents or contractors.

17. Entire Agreement. This Agreement contains the entire agreement between the parties relating to its subject matter. Any amendment or modification must be in writing and executed by both parties. If there are conflicts between any exhibit and the body of this Agreement, the body of this Agreement will control.

18. Dispute Expenses and Attorneys' Fees. If any controversy, claim, or dispute arises relating to this Agreement or its breach, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorneys' fees, and costs.

19. Assignability and Binding Effect. This Easement shall be assignable in whole or in part. Grantee or its assignee shall provide written notice to the Grantor, if and when Grantee assigns any interest under this Agreement to another entity, within sixty (60) days of the effective date of the assignment. This Agreement and all the rights, terms, provisions, and obligations granted herein are covenants running with the Property and shall bind and inure to the benefit of Grantee and Grantee's successors and assigns and to the benefit of Grantor and Grantor's heirs, successors, and assigns.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, Grantor has executed this Agreement to be effective on the date first written above.

GRANTOR: City of Pflugerville, Texas, a Texas home-rule municipality

By: _____

Printed Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____ §

§

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this _____ day of _____, 2024, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same in the capacity _____ of City of Pflugerville, Texas, a Texas home-rule municipality for the purposes and consideration therein expressed.

(seal)

Signature: _____

Typed Name: _____

Notary Public in and for the State of _____

My commission expires: _____

After recording, return to:

Texas Gas Service

Attn: Billi Cottier

9228 Tuscanv Way

Austin, Texas 78754