

B/174
Tarrant County
07.01.19 BD

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

BACKGROUND

WHEREAS, the Landowner is agreeable to the covenants and restrictions set forth below.

AGREEMENT

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

1. Partial Release. Atmos Energy does hereby partially release the Property from the Easement, SAVE AND EXCEPT:

- a. A strip of land 100' Feet in width (25' West and 75' East of the pipeline) described by metes and bounds and shown on the plat attached hereto as Exhibit "A" (the "Defined Easement Area") and incorporated herein by reference for all purposes.
- b. The right of ingress to, and egress from, the Defined Easement Area on, over, and across the Property ("Access Area").

It is expressly understood and agreed that this partial release is limited to the Property. The Easement shall remain in full force and effect with respect to the remainder of the land covered by the Easement, as though this partial release had not been executed. This partial release shall also not in any way affect, alter or diminish the right of Atmos Energy (or any subsequent successor or assign) to exercise its rights under the Easement to the fullest extent possible within the Defined Easement Area.

2. Covenants and Restrictions. Landowner agrees that the Defined Easement Area shall remain free and unobstructed, and that Atmos Energy has the right to: (i) clear, trim, cut down, remove and prevent trees, shrubbery and other vegetation within the Defined Easement Area; (ii) remove or prevent possible present or future hazards within the Defined Easement Area; (iii) remove, or prevent the construction of, any and all temporary or permanent obstructions, including, by way of example and without limitation, buildings, structures, sheds, barns, dwellings, car ports, garages, cemeteries, reservoirs, ditches, drainage features, livestock pens, fences, walls, signs, improved playgrounds, pools, decks, towers, utility lines, pipelines, poles, salvage or storage yards, septic systems, paving, or parking; and (iv) prevent activities (including, without limitation, blasting, seismic testing, drilling, excavation, earthwork, and grading); any of which, in the sole judgment of Atmos Energy may presently, or possibly in the future, endanger or interfere with the efficient, safe, or convenient construction, operation, maintenance, inspection, repair or replacement of its pipeline(s) and/or appurtenances.

3. Breach of Covenants and Restrictions. Any violation by Landowner of the forgoing restrictions without the express written approval of Atmos Energy shall give rise to the immediate right of Atmos Energy to remove some, all or portions of the encroachments, at any time, without notice, at Landowner's sole cost. Atmos Energy shall have no liability for any damage caused to the encroachments or the Property as a result of such removal. In addition to the foregoing, Atmos Energy shall also have the right to seek injunctive relief to remedy or prevent such violation, with all attorney's fees and legal costs to be borne by Landowner. This paragraph shall not limit Atmos Energy's ability to seek other legal remedies.

4. Subdivision. Unless approved in advance by Atmos Energy in writing, any future subdivision plat for the Property shall show the Defined Easement Area as open green space, and no public or private easements shall be dedicated within the Easement Area by such plat. Residential lot lines crossing the Defined Easement Area are not permitted, and no fences may be built within the Defined Easement Area.

5. Binding on Successor and Assigns. This Partial Release shall constitute covenants running with the land, binding upon Landowner, and all Landowner's heirs, legal representatives, successors and assigns.

6. No Waiver. The failure by Atmos Energy to assert any right under the Easement or this Partial Release shall not constitute a waiver. Further, any delay by Atmos Energy in asserting any right under the Easement or this Partial Release, regardless of the length of any such delay, shall not prevent Atmos Energy from later asserting or otherwise enforcing that same right, including but not limited to the right to prevent or remove any encroachments within the Defined Easement Area as provided above.

EXECUTED this _____ day of _____, 2019.

LANDOWNER (S):

CITY OF SAGINAW

By: _____

Name: Gabe Reaume

Title: City Manager

333 West McLeroy Blvd.

Saginaw, Texas 76179

STATE OF TEXAS §

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COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, 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 _____ day of _____, ____, 2019.

Notary Public in and for the State of Texas

(Print Name of Notary Public Here)

My Commission Expires: _____

EXECUTED this _____ day of _____, 2019.

ATMOS ENERGY CORPORATION

By: _____

Name: Rad Cook

Title: Vice President, Operations
Mid-Tex Division

STATE OF TEXAS §
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COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared RAD COOK, VICE PRESIDENT, OPERATIONS, MID-TEX DIVISION OF ATMOS ENERGY CORPORATION, a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2019.

Notary Public in and for the State of Texas

(Print Name of Notary Public Here)

My Commission Expires: _____

EXHIBIT A

(Defined Easement Area)