

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL 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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

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

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (this “Agreement”) is made and entered into as of the ____ day of _____, 2025, by and between Comanche Cove Owners Association. (“Grantor”) and Atmos Energy Corporation, a Texas and Virginia corporation (“Atmos Energy”).

NOW, for and in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration, Grantor and Atmos Energy agree as follows:

1. Grant of Easement. Grantor does hereby grant unto Atmos Energy a temporary construction easement (the “Easement”) on, over, across, under and upon that certain tract of land more particularly described on Exhibit “A” attached hereto and made a part hereof (the “Easement Area”), for the following purposes related to Atmos Energy’s construction, maintenance, repair, replacement, inspection and operation of one or more natural gas pipelines and related appurtenances (collectively, the “Activities”): clearing, leveling and grading of the Easement Area; use as temporary construction workspace; boring activities; ingress and egress for equipment and machinery; staging and storage of materials, equipment, and machinery; and all other activities and uses reasonably related to the Activities.

2. Duration. The Easement shall automatically terminate on the earlier of: (a) the date on which Atmos Energy’s Activities are completed, or (b) twenty-four (24) months from the date hereof.

3. Rights and Obligations of Parties. Upon termination of the Easement, Atmos Energy shall return the Easement Area to Grantor in a condition as near as practicable to its prior condition, ordinary wear and tear excepted, Atmos Energy will repair or replace any and all damages caused by the construction of the pipeline. Atmos Energy and Grantor shall keep the Easement Area free and clear from any liens arising out of any work performed, materials furnished, or obligations incurred by Atmos Energy or Grantor.

4. Miscellaneous.

(a) This Agreement constitutes the entire agreement between Grantor and Atmos Energy with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral and written, between Grantor and Atmos Energy with respect to the subject matter hereof. This Agreement may only be amended by a written agreement executed by both parties.

(b) All notices related to this Agreement shall be in writing and shall be sufficient in all respects if delivered by hand or mailed by certified mail, postage prepaid, as follows:

If to Atmos Energy: Atmos Energy Corporation
PO Box 650206
Dallas, TX 75265-0205
Attn: Right of Way Department

If to Grantor: Comanche Cove Owners Association
3103 Parks Dr.
Granbury, TX 76048

Any notice given in any manner described above shall be deemed effective upon actual receipt by the party to whom such notice is sent. Addresses may be changed on notice to the other party.

(c) The Easement and obligations contained in this Agreement shall run with the land, are binding upon and inure to the benefit of Grantor, Atmos Energy, and their respective successors and assigns.

[Remainder of this page intentionally left blank. Signatures begin on following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

GRANTOR(S):

By: _____

Name: _____

Title: _____

Comanche Cove Owners Association

3103 Parks Dr.

Granbury, TX 76048

STATE OF TEXAS §

§

COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the _____ day of _____, 2025.

Notary Public in and for the State of Texas

My Commission Expires: _____

Print Name: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

GRANTEE:

ATMOS ENERGY CORPORATION,
a Texas and Virginia corporation

By: _____
Name: _____
Title: _____

STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ of Atmos Energy Corporation, a Texas and Virginia corporation, 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 _____, 2025.

Notary Public in and for the State of Texas

(Print Name of Notary Public Here)

My Commission Expires: _____

Exhibit "A"

Easement Area