

**EASEMENT**

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

That for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to the undersigned, (herein styled GRANTOR, whether one or more) paid, the receipt of which is hereby acknowledged, the said GRANTOR does hereby GRANT, SELL and CONVEY unto, **ATMOS ENERGY CORPORATION**, a Texas corporation with offices located at 5420 LBJ Freeway, Suite 1800, Dallas, Texas 75240, (herein styled GRANTEE), its successors and assigns, a right of way and easement Fifteen Feet (15') in width and a Twenty-Five feet by Twenty- Five feet (25' X 25') above ground regulator site to construct, inspect, maintain, repair, rock or gravel the surface of the easement, operate, replace, relocate, change the size of, all within the easement herein described, and remove at will, in whole or in part, an aboveground pipeline and appurtenances thereto, including valves, metering facilities, regulating facilities, cathodic protection equipment and aerial markers ("Easement Facilities") over and through the following described land situated in the State of Texas, County of Brazos, to-wit:

Being out of a 44.545 acres more or less out of the Thomas Caruthers League, Abstract # 9 being more fully described in deed from Dolly Dymple Creagor Olden, a single person to COLLEGE STATION INDEPENDENT SCHOOL DISTRICT recorded in Volume 8413, Page 291 of the Official Public Records of Brazos County, Texas, & more fully described in Final Plat of CSISD Transportation Center Subdivision, recorded in Volume 11471, Page 279 of the official public records of Brazos County, Texas ("Property").

The right of way and easement herein conveyed is further described and shown on the Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD unto said GRANTEE, its successors and assigns, so long as such pipeline and Easement Facilities shall be maintained by GRANTEE, with ingress to and egress from the premises across the adjacent lands of GRANTOR, for the purpose of this grant. GRANTOR shall not construct or permit to be constructed any permanent structure upon the easement herein conveyed which would interfere with the exercise of GRANTEE'S rights and GRANTOR further agrees not to change the grade, remove dirt from the surface of the easement or impound water over the easement without prior approval of GRANTEE.

GRANTEE hereby agrees to pay any damages that may arise from the construction, maintenance and operation of the pipeline and Easement Facilities constructed under the terms of this grant. The consideration received for this easement includes payment for the normal damages caused by the initial construction of the pipeline and Easement Facilities.

GRANTEE shall operate, maintain, repair and upgrade the pipeline and Easement Facilities from time to time as needed to serve the recited purpose of the easement, all at GRANTEE's sole expense. GRANTEE shall maintain the easement property in a neat and clean condition. Upon termination of the easement for any reason, GRANTEE shall remove the Easement Facilities and shall return the easement property to its original condition, to the extent reasonably practicable.

Notwithstanding anything contained herein, if all or any portion of the pipeline or

Easement Facilities are abandoned by Grantee, or shall cease to be used for a period of eighteen (18) consecutive months, this easement shall automatically cease and revert to, and re-vest in, Grantor or Grantor's successors or assigns, or the future owners of Grantor's Property, as fully and completely as if this document had not been executed and such portion shall hereafter be released of any easement, rights and privileges hereby granted.

GRANTEE, its successors and assigns agree to hold GRANTOR, his (its, their) successors and assigns harmless from all damages and claims to persons or property that may arise out of the exercise of the rights herein granted and to indemnify GRANTOR from all damages, claims and suits arising from the exercise of the rights herein granted.

Grantee understands and agrees that Grantor is a "Governmental Unit" as that term is defined in Section 101.001(3)(B) of the Texas Civil Practices and Remedies Code. Grantee further understands and agrees that Grantor is entitled to the rights, protections and limitations which Title 5 of the Texas Civil Practices and Remedies Code provides for Governmental Unites, including the protections and limitations afforded under Chapter 101 f the Texas Civil Practices and Remedies Code. Grantee agrees to indemnify and hold Grantor and its officers, trustees, directors, employees, and agents harmless from claims, demands, causes of action, suits, damages, costs and attorneys fees, in favor of any third party.

The consideration first above recited as being paid to GRANTOR by GRANTEE is in full satisfaction of every right hereby granted, all covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives,

successors and assigns of the parties hereto and is further assignable in whole or in part.

It is hereby understood that the party securing this grant in behalf of GRANTEE is without authority to make any covenant or agreement not herein expressed.

\_\_\_\_\_  
COLLEGE STATION I. S. D.  
VALERIE JOCHEN, PRESIDENT,  
COLLEGE STATION ISD, BOARD OF TRUSTEES

STATE OF TEXAS           §  
   §  
COUNTY OF BRAZOS      §

BEFORE ME, the undersigned authority, on this day personally appeared **VALERIE JOCHEN**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of **COLLEGE STATION I. S. D. BOARD OF TRUSTEES**, as the **PRESIDENT**, thereof, and for the purposes and consideration therein expressed and in the capacity therein stated, and that she was authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2013.

\_\_\_\_\_  
Notary Public in and for the State of Texas  
My Commission Expires: \_\_\_\_\_

Return To:  
Atmos Energy Corp.  
Attn: Right of Way Department  
Lincoln Centre II  
5420 LBJ Freeway, Suite 1800  
Dallas, TX 75240