

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 MCLENNAN §

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (this "Agreement") is made and entered into as of the ____ day of _____, 2025, by and between **Midway Independent School District, a Political Subdivision of the State of Texas** ("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) one (1) year 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, except that Atmos Energy shall not be required to restore shrubs or any vegetation cleared from the surface of the Easement Area, and Grantor acknowledges that the consideration paid for the Easement includes any and all damages to trees, shrubs, growing crops and grasses within the Easement Area. 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: Midway Independent School District
13885 Woodway Dr.
Woodway, TX 76712-7621

Phone: _____

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:

Midway Independent School District, a Political Subdivision of the State of Texas
13885 Woodway Dr.
Woodway, TX 76712-7621

(BY)

(NAME)

(TITLE)

STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____, as _____ for **Midway Independent School District, a Political Subdivision of the State of Texas**, 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

BEARINGS, DISTANCES, AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983. DATA WAS DERIVED FROM GPS OBSERVATIONS USING THE LEICA GNSS NETWORK AND FROM OPUS SOLUTIONS. THE VALUES WERE COLLECTED IN NAD 83 (2011 GEOID 12B).

**ELIZABETH BULLOCK SURVEY
A-103**

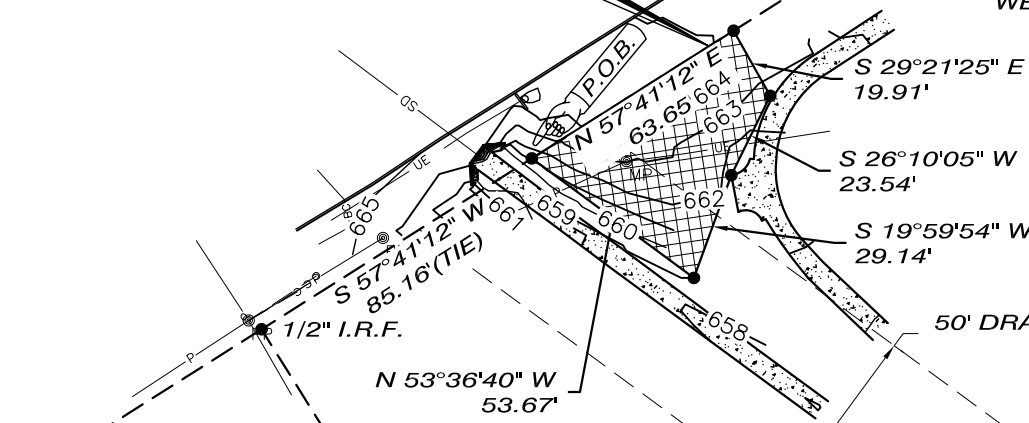
CHAPEL ROAD

1/2" I.R.F.

SURVEYED 0.045 OF AN ACRE
TEMPORARY WORK SPACE

LOT 1, BLOCK 13
WESTERN RIDGE ESTATES ADDITION
VOLUME 1765, PAGE 317

APN: 142686
OWNER: MIDWAY ISD
VOLUME 1749, PAGE 328



LOT 3, BLOCK 3
CHAPEL ACRES SOUTH
ADDITION
DOC. No. 2024006033
CABINET C, SLEEVE 114

APN: 417556
OWNER: WESTDALE CHAPEL LLC
RECORD: 2023033490

50' DRAINAGE EASEMENT
1765/317

TEMPORARY WORK SPACE:
1,968 SQ. FEET
0.045 OF AN ACRE

● - DENOTES 60D NAIL (SET), EXCEPT AS NOTED.
SEE NOTES PREPARED EVEN DATE.

BC	BURIED CABLE	TS	TEMPORARY WORK SPACE
OH	OVER HEAD ELECTRIC	GA	GUY WIRE ANCHOR
SD	STORM SEWER	PP	POWER POLE
UE	UNDERGROUND ELECTRIC	MP	METER POLE
TR	TRACT BOUNDARY	MP	TRAFFIC SIGN
		PLAT	LEGEND



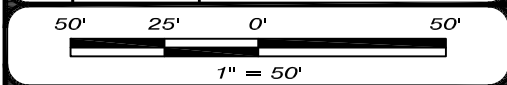
RMC
SURVETING
13621 HWY. 110 S.
TYLER, TX. 75707
(903) 939-8860
FIRM ID 10122800

I, the undersigned, do hereby certify that this plat is true and correct to the best of my knowledge and belief.

BY: *R.L. McCrary* JUNE 11, 2025

REVISIONS

NO.	DATE	DESCRIPTION
A	6/11/2025	ISSUED FOR REVIEW



DRAWING FILE NAME	MIDWAY ISD
SURVEY DATE	JUNE 11, 2025
PLAT COMPLETION DATE	JUNE 11, 2025

ACREAGE

TEMPORARY WORKSPACE	1,968 SQ. FEET
	0.045 OF AN ACRE
TOTAL ACREAGE	0.045 OF AN ACRE

ATMOS ENERGY CORPORATION
EXHIBIT PLAT
SHOWING
BEING CALLED 0.045 OF AN ACRE
TEMPORARY WORK SPACE
ELIZABETH BULLOCK SURVEY, A-103
MCLENNAN COUNTY, TEXAS

OWNER
MIDWAY INDEPENDENT SCHOOL DISTRICT

REV. **A**