

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: Canutillo Independent School District
Name
7965 Artcraft
mailing address
El Paso Texas 79932
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 and 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 El Paso, State of Texas, to-wit:

Parcel 1: All of Tract 7, and a portion of Tract 6, Block 11, Upper Valley Surveys, in the City of El Paso, El Paso County, Texas; AND Parcel 2: A portion of Tract 6, Block 11, Upper Valley Surveys, in the City of El Paso, El Paso County, Texas, being tracts described in a Special Warranty Deed recorded in Document No. 20240083070, in the Office of the County Clerk of the afore-mentioned County and State (the "Property").

Grantor further grants to Grantee the rights of ingress and egress in, over and across the Easement and where the same intersects any public road or public right-of-way or other easement to which Grantee has the right to access and along any roads or routes designated by Grantor, as necessary to accomplish the purposes described below. In case of emergency, Grantee shall have the further rights of ingress and egress over and across the surface of the remaining Property and Grantor's adjacent lands, provided that Grantee shall provide verbal notification of such entry to Grantor as soon as reasonably practicable.

2. Easement Description. The Easement shall be ten feet (10') in width. Following completion of the construction of Grantee's Facilities (as defined herein), Grantee may amend this Agreement to include an updated exhibit that reflects the location of the Facilities as built and record the amended Agreement, and any such amended description shall be included within and constitute the Easement granted by Grantor herein.

3. Temporary Easement. Upon prior written approval of Grantor, Grantee shall have the right to use an additional twenty-five feet (25') as workspace alongside, adjacent to and parallel with the Easement and as much of the surface of the adjacent land as may be reasonably necessary during the construction and installation of the Facilities on the Property. Grantee shall be responsible for any damages caused by Grantee on such workspace in accordance with the terms of this Agreement, if and when the use of such workspace is consented to by Grantor.

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 expressly limited to, vent pipes, valves, markers, pumps, meters, regulators, 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, 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.

6. Consideration. Subject to Paragraph 13 (Restoration), the consideration for the Easement includes full and final payment for any and all damages occurring to the land, pasturage, vegetation (grass, crops, trees, 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, and in the event of default by Grantor, Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien on said Property and thereupon be subrogated to such lien and rights incident thereto. 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 exclusive. Grantor represents and warrants that it has not and will not in the future convey any other easement or conflicting rights in the Easement area covered by this grant. Except for the Permitted Encroachments (defined below), 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, which shall not be unreasonably withheld. Consistent with the foregoing, Grantor may, with the express written consent of Grantee, lay, construct and maintain, or grant or convey the right to any other person or legal entity to lay, construct and maintain, a pipeline or pipelines, driveways, streets, fences or any desired utility over and/or through and across the Easement; provided, however, any such crossing (i) does not materially impair or interfere with Grantee's right to use said Easement or impact the safety of the Facilities and (ii) satisfies Grantee's required and applicable spacing, including depth and separation limits, and other protective requirements. Notwithstanding anything contained herein to the contrary, Grantor and Grantee acknowledge that Grantor may encroach over and/or through and across the Easement as more particularly described in the plans attached hereto as Exhibit B and made a part of this Agreement (collectively, the "Permitted Encroachments") and Grantee's consent to the Permitted Encroachments shall be deemed given under this Agreement. 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 violation at the sole expense of Grantor.

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. The majority of the pipeline will be installed at a depth between 4 and 5 feet of cover or as needed to clear crossings or conflicts with other utilities and agreed upon proposed plans in Exhibit B. 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. 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 either by piling and burning in the Easement (subject to fire or air pollution laws and regulations) or by loading and hauling away from the Property. Any trees or shrubbery planted by Grantor on the southern side of the Easement shall be located at least 7 feet from the southern boundary of the Easement.

12. Existing Environmental Conditions. Grantor represents and warrants that 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.

13. 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 Grantor's remaining property, if any, used by Grantee to as near to original condition as reasonably practicable, or, in the event Grantee does not restore the Easement and Grantor's remaining property, if any, 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 Grantor's remaining property, if any, caused by Grantee. Upon the termination of this Agreement, Grantee shall either (i) remove the Facilities and restore the Easement and any Property used by Grantee 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 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.

14. Gates and Fences. Grantee shall have the right to use at any time and to repair 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.

15. Insurance. Grantee shall maintain at all times while it uses the Easement, including during construction and operations on the Easement, commercial liability insurance, issued by an insurer authorized to issue liability insurance in this State, or self-insurance, insuring the Grantor 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.

16. Entire Agreement. This Agreement contains the entire agreement between the parties relating to its subject matter. Except as otherwise provided in Paragraph 2 (Easement Description), 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.

17. 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.

18. Assignability and Binding Effect. This Easement shall be assignable in whole or in part. Grantee shall provide written notice to the property owner at the last known address of the person in whose name the Property is listed on the most recent tax roll of any taxing unit authorized to levy property taxes against the Property if and when Grantee assigns the interest under this Agreement to another entity, provided that such notice is not required if the assignment is to an affiliate or to a successor through merger, consolidation or other sale or transfer of all or substantially all of Grantee's assets and businesses. 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: Canutillo Independent School District

By: _____

Printed Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____ §

§

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this _____ day of _____, 2026, 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 Canutillo Independent School District for the purposes and consideration therein expressed.

(seal)

Signature: _____

Typed Name: _____

Notary Public in and for the State of _____

My commission expires: _____

GRANTEE: Texas Gas Service, a Division of One Gas, Inc., an Oklahoma Corporation

By: *Alejandro Limon*

Printed Name: Alejandro Limon

Title: Vice President - Operations

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF EIPASO §

BEFORE ME, the undersigned authority, on this 8 day of JANUARY, 2026, personally appeared Alejandro Limon, 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 Vice President - Operations of Texas Gas Service, a Division of One Gas, Inc., an Oklahoma Corporation for the purposes and consideration therein expressed.

(seal)



Signature: *Maria Guadalupe Arreola*
Typed Name: MARIA G. ARREOLA
Notary Public in and for the State of TEXAS
My commission expires: FEBRUARY 14, 2028

After recording, return to:

Texas Gas Service
Attn: Billi Cottier
9228 Tuscanv Way
Austin, Texas 78754

EXHIBIT A
SURVEY PLAT

Barragan & Associates Inc.

10950 Pellicano Dr., Building "F", El Paso, Texas 79935 Ph. (915) 591-5709 Fax (915) 591-5706

DESCRIPTION (TGS EASEMENT)

Description of an easement within Tracts 6 and 7, Block 11, Upper Valley Surveys, City of El Paso, El Paso County, Texas, filed for record in Instrument No. 20240083070, Plat Records of El Paso County, Texas, and being more particularly described as follows:

COMMENCING, at a found iron on the intersection of Borderland Road and Upper Valley Road; **WHENCE**, a found iron bolt on the center intersection of Borderland Road and Doniphan Drive bears S 86°55'45"E, a distance of 4335.75 feet; **THENCE**, S 01°39'15" W (S 01°36'00" E), along the centerline of Upper Valley Road, a distance of 4039.23 feet; **THENCE**, S 88°20'45" E, a distance of 140.00 feet to a found 5/8 iron with cap stamped "Landmark" for the southwesterly corner of Tract 7, Block 11, Upper Valley Surveys as described in Instrument No. 20240083070; **THENCE**, S 86° 41' 28" E (N 89°56'43" W), a distance of 10.00 feet to the easterly right-of-way line of Nemexas Drain, 80 feet east from existing centerline canal as per Deed in Volume 316, Page 588, Real Property Records of El Paso County Texas, to a point being the **POINT OF BEGINNING** of this easement;

THENCE, N 01° 39' 15" E (N 01°29'15" W), along the easterly right-of-way line of Nemexas Drain, a distance of 10.00 feet to a point for corner;

THENCE, S 86° 41' 28" E, a distance of 1313.94 feet to a point on the westerly right-of-way line of Strahan Road (40 feet R.O.W.);

THENCE, S 02° 59' 15" W (S 00°16'00" E), along said westerly right-of-way line of Strahan Road, a distance of 10.00 feet to a point on the southerly corner of Tract 6 (Instrument No. 20240083070);

THENCE, N 86° 41' 28" W (N 89°56'43" W), leaving the said westerly right-of-way line of Strahan Road and along the southerly line of said property in Instrument No. 20240083070, a distance of 1313.71 feet to the **POINT OF BEGINNING** of this easement and containing in all 0.30 acres more or less.

NOTES:

1. This property may be subject to easements whether of record or not. No Additional Research was performed by B&A Inc. for any reservations, restrictions, building lines, and or easements which may or may not affect this parcel.
2. Bearings shown are grid bearings derived from RTK Observations to the Texas CO-OP Network. Referred to the Texas Coordinate System (NAD 83) Central Zone. Distances are ground and may be converted to grid dividing by 1.000231.
3. This description is not intended to be a subdivision process which may be required by the local or state code, and it is the client's/owner's responsibility to comply with this code if required.
4. This description was done without the benefit of a title report.
5. Nemexas Drain documented under Instrument No. 20240083070 and El Paso County Plat for Block 11, Upper Valley Surveys called for a width of 120 feet, however, a document in a Deed from El Canutillo Townsite and Land Company to El Paso County Water Improvement District #1, calls for a width of 130 feet, 50 feet west and 80 feet east from existing centerline.
6. A sketch of even date accompanies this description.



Benito Barragan L.S. 5615,
Barragan and Associates Inc.
Texas Surveying Firm # 10151200
December 08, 2025
Job No. 251126-05-05

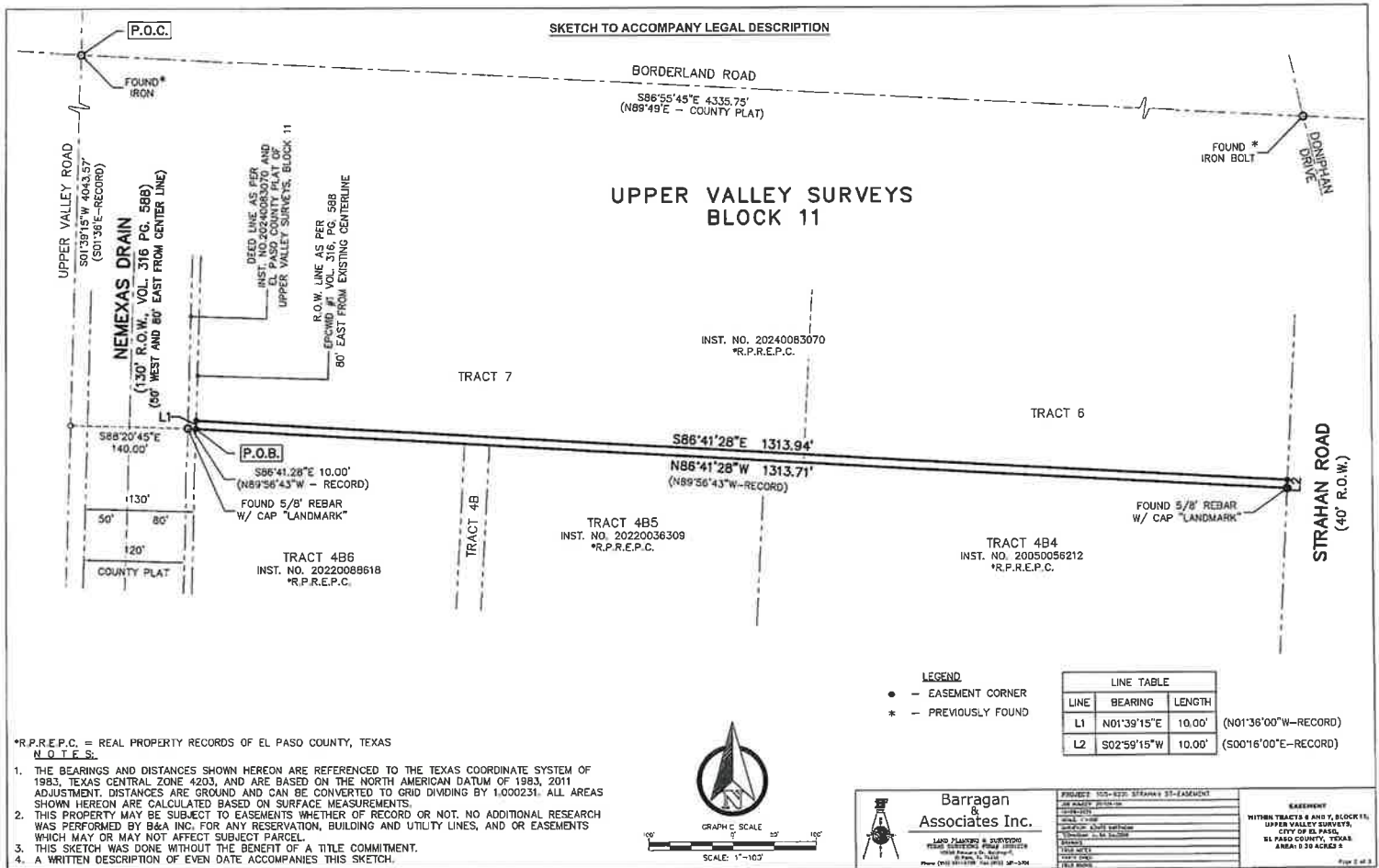


EXHIBIT B

PERMITTED ENCROACHMENTS

