

**PREPARED BY: Atmos Energy Corporation
105 McCormick Parkway
Canon City, CO 81212**

Line *

ROW No. *

RIGHT-OF-WAY AND EASEMENT

STATE OF COLORADO

§

KNOW ALL MEN BY THESE PRESENTS:

§

COUNTY OF FREMONT

§

THAT, Fremont County, Colorado, in care of the Fremont County Commissioners, whose legal address is 615 Macon Ave, Suite 105, Canon City, CO, 81212, hereinafter called GRANTOR (whether one or more), for and in consideration of the sum of Ten and NO/100 (\$10.00) DOLLARS, and other good and valuable consideration in hand paid by Atmos Energy Corporation, a Texas and Virginia corporation, whose address is PO BOX 650205, Dallas, TX, 75265-650205, hereinafter called Grantee, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey, unto the said Grantee, its successors and assigns, a perpetual right-of-way and easement, subject to the pre-existing rights of Black Hills Energy for an electric service to feed structure on this parcel, if any, in, across, under, over and through the following described property in Fremont County, State of Colorado (hereinafter the "Property"), and described as follows, to wit:

6655 CO HWY 115, Florence, CO, 81226 (please see *Exhibit B* for complete legal description. Legal Description pulled from Fremont County Assessor's Office, as no recorded legal description of the parcel was located during search in the Fremont County Recorder's Office)

Distribution Pipeline Easement

Fifteen (15) feet in width, to install, construct, reconstruct, inspect, operate, maintain, alter, repair, change the size of, replace and remove, abandon in place and/or remove at will, in whole or in part, relocate along the same general direction, relocate in the same relative position to any adjacent road if and as such road is widened in the future, one or more gas pipelines, service laterals and extensions thereto, together with meters, regulators, cathodic protection equipment and aerial markers, and all other facilities, equipment and other appurtenances thereto, over and through the Property, necessary or convenient to Grantee in the use of said pipeline(s) (collectively, unless the context indicates otherwise, the "Pipeline"),

as depicted on the plat attached hereto as Exhibit A (2 pages) and made a part hereof.

This grant shall carry with it the rights of ingress and egress to and from said Property, including the right to temporarily utilize adjoining property of Grantor during construction, repair and maintenance of the Pipeline with the right to use existing roads for the purpose of constructing, operating, inspecting, repairing, and maintaining the Pipeline, and the right of removal or replacement of the same with either like or different size or type pipe, facilities or equipment, whether larger or smaller, or other construction at will, either in whole or in part.

TO HAVE AND TO HOLD the above-described rights and easements, together with any other rights necessary to operate and maintain the Pipeline over and across the above described property unto the said Grantee, its successors and assigns.

Grantor shall have the right to fully use and enjoy the surface of the easement area except for the purposes herein granted provided that such use and enjoyment shall not, in the sole judgment of Grantee, hinder, conflict or interfere with the exercise of the Grantee's rights hereunder. No permanent building, house, well, reservoir, structure or obstruction shall be constructed upon, under or across the easements or rights-of-way herein granted without the Grantee's written consent. Further, Grantor shall not fence the easement area or change the grade of the easement area or excavate within the easement area without the written permission of Grantee. 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 shall have the right to install at its expense, permanent gates in any existing fence to permit ingress and egress along the easement or right-of-way herein granted. Grantee agrees to pay for damages to growing crops and other property of Grantor, or any tenant or lessee of Grantor, as their respective interests may appear, arising out of the construction, operation, repair, inspection, maintenance or replacement of the Pipeline maintained hereunder unless caused by the negligence of Grantor or of Grantor's agents, employees, representatives or assigns. Grantee agrees to hold Grantor harmless from all damages, injuries or claims by third parties resulting from the construction, operation or maintenance of any pipeline(s), facilities and/or appurtenances thereto constructed by Grantee under this easement.

The Grantee shall bury the Pipeline, if applicable, to a depth not less than that required by applicable law or regulation. All construction, maintenance and repairs which shall be made to the Pipeline shall be done at times suitable to Grantee and, if possible, at such times as will least interfere with the agricultural use of the Property. Grantee shall have the full right, at its sole option, to clear, and keep clear, the right-of-way and easement herein granted, and all timber, trees, undergrowth, and other obstructions which might interfere with the construction, operation, inspection, repairing or maintenance of the Pipeline, or endanger same. Grantee shall have the right to select the exact location of said Pipeline(s) and any future Pipeline(s) within said easement, and to do whatever may be requisite for the use and enjoyment of the rights herein granted. Grantee agrees to restore the Property to as close to the original condition as is reasonable.

Grantor represents that Grantor is the owner in fee simple of the land above described, free and clear of any unstated liens, encumbrances, or imperfections, and warrants the title to the Property, subject to outstanding mortgages, if any, now on record in said County.

Grantor shall retain all oil, gas and other mineral rights in, on and under the right of way and easement granted herein.

This right-of-way and easement shall run with the Property and inure to the benefit of, and be binding upon, the successors in interest of Grantor, in and to the Property.

Grantee shall have the right to assign this easement in whole or in part of one or more assignees.

This contract is binding upon any subsequent owner or owners of said land, and it is hereby expressly understood that the parties securing this grant in behalf of Grantee are without authority

EXHIBIT A

Page 1 of 2

PROPERTY DESCRIPTION *Distribution Pipeline Easement*

A Distribution Pipeline Easement located in a portion of the Southeast Quarter of Section 7, and the South half of Section 8, Township 19 South, Range 69 West of the 6th Principal Meridian, in Fremont County, Colorado to wit:

Commencing at the Southeast corner of said Section 7 N00°01'03"W, a distance of 793.43 feet to the North line of State Highway 115 and the Point of Beginning; Thence N76°11'54"W along the northerly right of way of Colorado State Highway 115, a distance of 276.00 feet; Thence N13°48'06"E, a distance of 15.00 feet; Thence the following eight (8) courses being 15 feet distant and parallel with Colorado State Highway 115 (1) S76°11'54"E, a distance of 276.00 feet; (2) On a curve to the right with a radius of 983.52 feet and arc length of 175.63 feet; (3) S65°58'31"E, a distance of 127.96 feet; (4) S61°38'53"E, a distance of 232.55 feet; (5) S59°19'39"E, a distance of 163.23 feet; (6) On a curve to the right with a radius of 675.00 feet and an arc length of 170.82 feet; (7) S44°49'39"E, a distance of 225.28 feet; (8) S33°39'38"E, a distance of 97.84 feet; Thence S06°00'35"W, a distance of 23.50 feet to a point on the North right of way line of State Highway 115; Thence along said North line of Highway 115 the following seven (7) courses (1) N33°39'38"W, a distance of 114.46 feet; (2) N44°49'39"W, a distance of 223.81 feet; (3) On a curve to the left with a radius of 660.00 feet and an arc length of 167.03 feet; (4) N59°19'39"W, a distance of 162.93 feet; (5) N61°38'53"W, a distance of 231.68 feet; (6) N65°58'31"W, a distance of 127.39 feet; (7) On a curve to the left with a radius of 968.52 feet and an arc length of 172.95 feet to the Point of Beginning.

Said described parcel of land contains 22,091 Square Feet more or less (\pm), and is subject to any existing easements or rights-of-way.

SURVEYOR'S STATEMENT

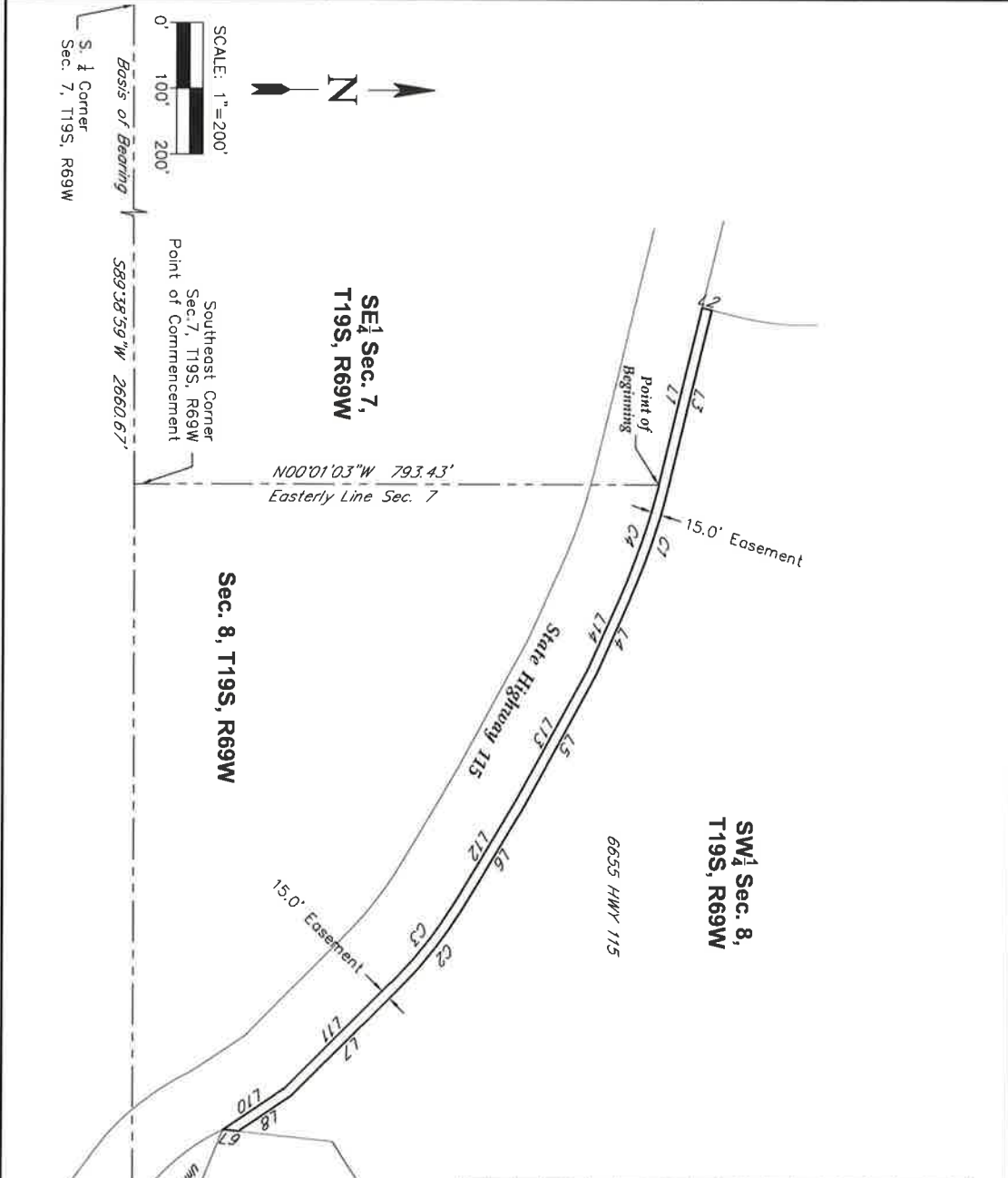
I, Julie N. Troutt, a Colorado Licensed Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking and that it is true and correct to the best of my knowledge and belief.



Julie N. Troutt – on behalf of Southern Colorado Land Surveying, Inc.
Colorado Licensed Professional
Land Surveyor #38529



Southern Colorado Land Surveying, Inc.
184 S. Tiffany Dr., Unit 106
Pueblo West, CO 81007 719-542-9169



Parcel Line and Curve Table				
Line #/Curve #	Length	Bearing	Radius	
L1	276.00'	N76°11'54"W		
L2	15.00'	N13°48'06"E		
L3	276.00'	S76°11'54"E		
C1	175.63'		983.52'	
L4	127.96'	S65°58'31"E		
L5	232.55'	S61°38'53"E		
L6	163.23'	S59°19'39"E		
C2	170.82'		675.00'	
L7	225.28'	S44°49'39"E		
L8	97.94'	S33°39'38"E		
L9	23.50'	S06°00'35"W		
L10	114.46'	N33°39'38"W		
L11	223.81'	N44°49'39"W		
C3	167.03'		660.00'	
L12	162.93'	N59°19'39"W		
L13	231.68'	N61°38'53"W		
L14	127.39'	N65°58'31"W		
C4	172.95'		968.52'	



Southern Colorado Land Surveying, Inc.
 184 S. Tiffany Drive, Ste. 106
 Pueblo West, CO 81007
 Phone: (719) 542-9169 Fax: (719) 542-9183

Project: S21-43
 Date: 6/14/2021
 Client: ATMOS Energy
 Dwn: KDU Checked: DLB

A tract of land located in the Southeast one-quarter (SE¼) of Section 7 and the South half (S½) of Section 8, Township 19 South, Range 69 West of the 6th Principal Meridian, County of Fremont, State of Colorado, bounded and described as follows:

Commence at the Southeast corner of said Section 7 from which the South one-quarter (S¼) corner bears South 89° 38' 59" West a distance of 2660.67 feet; thence North 00° 01' 03" West along the easterly line of said SE¼ Section 7, a distance of 793.43 feet to a point on the northerly right-of-way line of State Highway 115, said point being the **Principle Point of Beginning**; thence along said State Highway 115 northerly right-of-way line, N 76° 11' 54" W, a distance of 276.00 feet; thence N 13° 48' 06" E, a distance of 60.00 feet;

thence along a curve to the left, having a radius of 410.00 feet and a central angle of 31° 00' 00", for an arc length of 221.83 feet; thence N 17° 11' 54" W, a distance of 187.03 feet; thence N 12° 46' 40" E, a distance of 369.21 feet; thence N 52° 46' 40" E, a distance of 78.08 feet; thence along a curve to the right, having a radius of 300.00 feet and a central angle of 50° 00' 00", for an arc length of 261.80 feet; thence S 77° 13' 20" E, a distance of 500.00 feet; thence along a curve to the right, having a radius of 300.00 feet and a central angle of 73° 00' 00", for an arc length of 382.23 feet; thence S 04° acres more or less.

13' 20" E, a distance of 65.00 feet; thence S 81° 39' 54" E, a distance of 202.18 feet; thence S 78° 45' 00" E, a distance of 300.00 feet; thence along a curve to the right, having a radius of 150.00 feet and a central angle of 78° 45' 00", for an arc length of 206.17 feet; thence S 00° 00' 00" W, a distance of 103.50 feet; thence along a curve to the left, having a radius of 160.00 feet and a central angle of 111° 20' 00", for an arc length of 310.90 feet; thence N 68° 40' 00" E, a distance of 291.54 feet; thence S 69° 50' 41" E, a distance of 159.30 feet; thence S 70° 48' 57" E, a distance of 197.70 feet; thence S 74° 52' 16" E, a distance of 195.33 feet; thence S 65° 04' 56" E, a distance of 122.63 feet; thence S 58° 11' 24" E, a distance of 110.25 feet; thence S 82° 43' 01" E, a distance of 126.81 feet; thence S 70° 16' 48" E, a distance of 303.99 feet; thence S 62° 45' 49" E, a distance of 101.14 feet; thence S 20° 28' 00" W, a distance of 257.42 feet to a point on the northerly right-of-way line of the Pueblo & Arkansas Valley Railroad; thence N 68° 21' 02" W, along said northerly P&AVRR right-of-way line, a distance of 431.46 feet to it's intersection with the easterly line of the SE¼SW¼ said Section 8; thence S 00° 04' 09" E, along said easterly line, a distance of 53.82 feet to its intersection with the centerline of said P&AVRR right-of-way; thence along the centerline of said right-of-way, the following three courses: (1) N 68° 21' 02" W, for a distance of 612.73 feet; (2) thence along a curve to the left, having a radius of 2864.93 feet and a central angle of 10° 31' 46", for an arc length of 526.50 feet; (3) N 78° 52' 48" W, for a distance of 252.25 feet to it's intersection with the easterly line of the SW¼SW¼ said Section 8; thence S 00° 07' 05" W, along said easterly line, a distance of 378.83 feet; thence partially along the perimeter of a tract described at Book 535, Page 326, Fremont County Records, the following three courses: (1) N 76° 12' 24" W, for a distance of 119.19 feet; (2) S 57° 32' 45" W, for a distance of 254.56 feet; (3) S 06° 00' 35" W, for a distance of 168.38 feet to a point on the northerly right-of-way line of State Highway 115; thence along said State Highway 115 northerly right-of-way line, the following seven courses: (1) N 33° 39' 38" W, for a distance of 114.46 feet; (2) N 44° 49' 39" W, for a distance of 223.81 feet; (3) thence along a curve to the left, having a radius of 660.00 feet and a central angle of 14° 30' 00", for an arc length of 167.03 feet;

(4) N 59° 19' 39" W, for a distance of 162.93 feet; (5) N 61° 38' 53" W, for a distance of 231.68 feet; (6) N 65° 58' 31" W, for a distance of 127.26 feet; (7) thence along a curve to the left, having a radius of 970.00 feet and a central angle of 10° 13' 23", for an arc length of 173.07 feet, to the **Point of Beginning** and containing 47.5574 acres more or less.