



## Hello Neighbor

Atmos Energy welcomes the opportunity to work with landowners, developers, government agencies, political subdivisions and contractors on projects and activities planned in the vicinity of Atmos Energy's easements and rights-of-way. Please understand, however, that any plans or activities affecting Atmos Energy's facilities, easements or rights-of-way must be compatible with our obligations to comply with federal and state pipeline safety regulations in addition to providing reliable and cost effective service to our customers. The most effective way for Atmos Energy to ensure safe and effective operation of our pipelines is to keep our easements and rights-of-way free of obstructions. Conflicts between Atmos Energy's facilities, easements or rights-of-way and your plans may require adjustment of your plans or relocation of Atmos Energy's facilities. Atmos Energy's foremost consideration in evaluating your plans and activities is the safety of the public and compliance with federal and state pipeline safety regulations which have become significantly more stringent since 2002.

It should be noted that any plans involving excavation are subject to the requirements of your State's One-Call Law. Please call the following numbers if your plans involve excavation:

Colorado - 1-800-922-1987;	Georgia - 1-800-292-7411;	Illinois - 1-800-892-0123;
Iowa - 1-800-292-8989;	Kansas - 1-800-344-7233;	Kentucky - 1-800-752-6007;
Louisiana - 1-800-272-3020;	Mississippi - 1-800-227-6477;	Missouri - 1-800-344-7483;
Tennessee - 1-800-351-1111;	Texas - 1-800-344-8377 or 1-800-545-6005;	
Virginia - 1-800-552-7001		

After contacting the One-Call system, Atmos Energy will mark the approximate location of any facilities it has in the vicinity of your excavation activity.

In addition, many of the states where Atmos Energy operates have laws requiring a person performing construction across, on, over or under a pipeline easement or right-of-way to notify the pipeline operator so that the activity can be evaluated to ensure the safety of the public and the pipeline facility. Please contact your local Atmos Energy office to discuss any plans in proximity to an Atmos Energy facility, easement or right-of-way.

The guidelines on the following pages are offered to help you understand the types of activities and construction that may be accommodated. It is important that you follow these guidelines and that you contact Atmos Energy before building, constructing, excavating, planting, or storing anything on the easement not specifically allowed under the guidelines. Your planned activities may impact the safe operation and maintenance of the pipelines on the easement. At Atmos Energy our goal is to provide natural gas service in a safe and reliable manner and working cooperatively with our neighbors we can accomplish this goal.

We look forward to working with you!!

Atmos Energy Corporation

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**Agriculture** – see “Crops”.

**Air Strips** – see “Roads”.

**Alleys** – see “Roads”.

**Anchors, Guy** – may not be placed within the easement or right-of-way.

**Barns** – may not be constructed or placed within the easement or right-of-way. This includes pole barns.

**Basketball Courts** – see “Recreation Courts”.

**Bike Trails** – bike trails, jogging trails, and sidewalks within the easement or right-of-way are subject to Atmos Energy’s review. If permitted and an encroachment agreement is executed, sidewalks up to 48 inches wide and bike or jogging trails up to 72 inches wide of concrete or asphalt construction may cross easements or rights-of-way at near 90-degree angles. In no case may trails or sidewalks be located substantially along or over the top of Atmos Energy’s facilities. Consideration may be given, however, to trails or sidewalks within a proposed subdivision to lie within and along the easement or right-of-way if the area is designated as a “greenbelt” with no lots placed within the easement or right-of-way. Sidewalks lying within the easement or right-of-way must be constructed with fiber mesh in lieu of steel reinforcement. Trails or sidewalks of concrete construction must incorporate expansion joints at the easement boundaries and at 10 foot intervals within the easement. At no time may any cover be removed from the easement or right-of-way without the prior written approval from Atmos Energy and in no case may cover over Atmos Energy’s facilities be reduced to less than 36 inches (top of sidewalk or trail surface to top of pipe). Atmos Energy may require that an Atmos Energy representative be on site during excavation and construction of the crossing. Any excavation performed by a third party within 36 inches horizontally of Atmos Energy’s facilities must be performed using hand tools or other methods approved by on-site Atmos Energy personnel.

**Blasting** – is not permitted within the easement or right-of-way. Blasting outside of the easement or right-of-way but within 660 feet of Atmos Energy’s facilities must be evaluated by Atmos Energy to determine the effect on Atmos Energy’s facilities prior to initiating blasting activities.

**Boat Docks** – may not be constructed or placed within the easement or right-of-way.

**Bridges** – bridges crossing an easement or right-of-way are subject to review by Atmos Energy and may require an encroachment agreement. If permitted and an encroachment agreement is executed, bridges may cross the easement or right-of-way at near 90-degree angles. In no case may bridges be constructed substantially parallel to and within the easement or right-of-way. In no case may a bridge structure cross an easement within a horizontal distance of 25 feet to any relief or blowdown valve. Bridge crossings must maintain a minimum vertical clearance of 25 feet above grade across the easement. At no time may any cover be removed from the easement or right-of-way without the prior written approval of Atmos Energy and in no case may cover over Atmos Energy’s facilities be reduced to less than 36 inches. Atmos Energy may require that an Atmos Energy representative be on site during excavation and construction of the crossing. Any excavation performed by a third party within 36 inches horizontally of Atmos Energy’s facilities must be performed using hand tools or other methods approved by on-site Atmos Energy personnel. Bridge supports (piers, etc.) must not be placed within the easement or right-of-way. Electrical devices associated with or connected to the bridge structure must comply with the National Electric Code requirements.

**Buildings** – may not be constructed or placed within the easement or right-of-way. This includes yard buildings, sheds and portable buildings.

**Building Materials** – may not be placed or stored within the easement or right-of-way.

**Burning** – burning of trash or vegetation within the easement or right-of-way is not permitted.

**Bushes** – see “Landscaping”.

**Campers** – see “Mobile Homes”.

**Campgrounds** – Tents, trailers, campers and recreational vehicles may not be placed or parked within the easement or right-of-way.

**Cables, Telephone, Television and Communication** – see “Utility Lines”.

**Canals** – see “Drainage Ditches”.

**Car Ports** – may not be constructed within the easement or right-of-way.

**Casings** – see “Pipelines”.

**Cattle Pens** – see “Livestock Pens”.

**Cemeteries** – may not be constructed or placed within the easement or right-of-way. Burial of livestock is likewise prohibited.

**Cess Pools** – see “Septic Systems”.

**Communication Lines** – see “Utility Lines”.

**Corrals** – see “Livestock Pens”.

**Coring** – may not be performed within the easement or right-of-way.

**Crops** – unless otherwise limited within the easement document, annual crops are permitted.

**Culverts** – see “Drainage Ditches”.

**Dams (Earthen, Concrete or of Other Material)** – no portion of a dam or dike may be constructed over the easement or right-of-way. No cover or overburden may be removed from the easement or right-of-way in the construction of a dike or dam.

**Debris** – may not be placed or stored within the easement or right-of-way.

**Decks** – may not be constructed or placed within the easement.

**Detention Ponds** – see “Water Impoundments”.

**Dikes** – see “Dams”.

**Ditches, Open** – see “Drainage Ditches”.

**Ditches, Closed** – see “Septic Systems”.

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**Drain Tile** – see “Septic Systems”.

**Drainage Ditches** – drainage ditches within the easement or right-of-way are subject to Atmos Energy’s review. If permitted and an encroachment agreement is executed, drainage ditches may cross easements or rights-of-way at near 90-degree angles. In no case may a drainage ditch be located substantially along or over the top of Atmos Energy’s facilities. Ditch design must provide adequate protection to prevent erosion. A minimum of 48 inches of cover over Atmos Energy’s facilities (bottom of ditch to top of pipe) must be provided during and maintained after construction of earthen ditches. The encroaching party will be responsible for maintenance of the ditch so to prevent erosion within the easement. Ditches of reinforced concrete construction must provide a minimum 30 inches of cover over Atmos Energy facilities (bottom of concrete structure to top of pipe) during construction and after completion. Atmos Energy may require that an Atmos Energy representative be on site during excavation and construction of the crossing. Any excavation performed by a third party within 36 inches horizontally of Atmos Energy’s facilities must be performed using hand tools or other methods approved by on site Atmos Energy personnel. Equipment crossing the easement or right-of-way during construction must be evaluated by Atmos Energy for external loads to determine if sufficient cover is available to protect Atmos Energy facilities. Atmos Energy shall not be responsible for any damage to ditches within the easement or right-of-way as a result of operation, maintenance or construction of Atmos Energy’s facilities. Ditches that parallel the easement or right-of-way shall be located outside the easement or right-of-way and must not affect the lateral support of Atmos Energy’s facilities or cause erosion within the easement or right-of-way area.

**Drains** – see “Pipelines”.

**Dredging** – dredging may not be performed within the easement or right-of-way. Dredging outside of an easement or right-of-way that may contribute to erosion or loss of lateral support and impact the integrity of Atmos Energy’s facilities must be evaluated by Atmos Energy to ensure that its facilities will not be adversely affected.

**Drilling** – is not permitted within the easement or right-of-way.

**Driveways** – driveways crossing the easement or right-of-way are subject to Atmos Energy’s review. If permitted and an encroachment agreement is executed, driveways may be permitted to cross easements or rights-of-ways at near 90-degree angles. At no time may any cover be removed from the easement or right-of-way without the prior written approval of Atmos Energy and in no case may the cover over Atmos Energy’s facilities be reduced to less than 36 inches (top of driveway surface to top of pipe). Atmos Energy may require that an Atmos Energy representative be on site during excavation and construction of the crossing. Any excavation performed by a third party within 36 inches horizontally of Atmos Energy’s facilities must be performed using hand tools or other methods approved by on-site Atmos Energy personnel. The design of driveways subject to traffic other than passenger cars and light trucks may require additional cover. Driveways of concrete construction must be constructed with fiber mesh in lieu of steel reinforcement and incorporate expansion joints at 10-foot intervals across the easement or right-of-way. Driveways of concrete or asphalt construction must be provided with vent holes as specified by Atmos Energy. Atmos Energy shall not be responsible for damage to driveways or vehicles parked within the easement or right-of-way as a result of operation, maintenance or construction of Atmos Energy facilities.

**Earthwork** – at no time may any cover be removed from the easement or right-of-way without the prior written approval of Atmos Energy and in no case shall cover over Atmos Energy’s facilities be reduced to less than 36 inches. Atmos Energy may require that an Atmos Energy representative be on site during excavation and construction of the crossing. Any excavation performed by a third party within 36 inches horizontally of Atmos Energy’s facilities must be performed using hand tools or other methods approved by on-site Atmos Energy personnel. Placement of additional cover over the easement or right-of-way is permitted as long as total cover over Atmos Energy’s facilities does not exceed 72 inches. Any cover placed over Atmos Energy’s facilities must be clean and free of foreign debris such as rocks larger than one-half inch (in any dimension), waste concrete chunks and metal scraps. Use of construction or heavy equipment over Atmos Energy facilities shall be evaluated by Atmos Energy prior to use to determine if additional cover or other protective measures over Atmos Energy’s facilities is required. No excavation or other construction is permitted adjacent to the easement or right-of-way or near Atmos facilities that would threaten the integrity of the facilities, including producing or contributing to the loss of lateral support. See also “Erosion”.

**Electric Lines** – see “Utility Lines”.

**Equipment** – equipment that obstructs access to Atmos Energy’s facilities may not be placed or parked within the easement or right-of-way.

**Erosion** – earthwork or other construction within the easement or right-of-way that may contribute to erosion and impact the integrity of Atmos Energy’s facilities is not permitted. Earthwork or other construction outside of an easement or right-of-way that may contribute to erosion and impact the integrity of Atmos Energy’s facilities must be evaluated by Atmos Energy prior to initiating such earthwork or other construction to ensure that Atmos Energy’s facilities will not be adversely affected.

**Excavation** – see “Earthwork”.

**Explosives** – see “Blasting”.

**Farming** – see “Crops”.

**Feed Storage** – storage of agricultural feed (hay, stack lots, etc.), which obstructs access to Atmos Energy’s facilities is not permitted within the easement or right-of-way.

**Fences** – chain link, wood picket, barbed wire and other wire fabric fencing having a maximum height of 96 inches above grade are permitted to cross the easement or right-of-way at near 90-degree angles. In no case may fences be constructed substantially parallel to and within the easement or right-of-way. Except for setting of fence posts, cover may not be removed from or added to the easement or right-of-way without the prior written approval from Atmos Energy. Posts for fencing may not be closer than 36 inches to Atmos Energy’s facilities (horizontal distance tangent of pipe to tangent of post) and may not be set at a depth of more than 24 inches. Posts for fencing must be either wood or steel. Concrete piers may not be placed within the easement or right-of-

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ways when available. GRANTOR shall not construct or permit to be constructed any permanent structure upon the easement strip 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 bury all pipe to a sufficient depth so as not to interfere with cultivation of soil and to pay any damages which may arise to growing crops and fences from the construction, maintenance and operation of pipelines and related 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 its appurtenances. Should more than one pipeline be constructed under this grant at any time, the sum of two dollars per lineal rod for each additional line shall be paid, besides the damages provided above.

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.

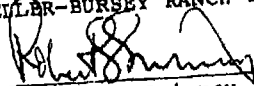
WITNESS THE EXECUTION HEREOF, on this the 14 day of

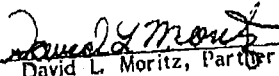
JUNE

, A. D. 1984.

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BURSEY RANCH PARTNERSHIP

  
Robert S. Swinney  
General Partner

  
David L. Moritz, Partner

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BY: .....

Subject: Fw: Fwd: Dann from Keller  
From: Frank Rozzell (frankrozzell@yahoo.com)  
To: kimfoyd@prodigy.net;  
Date: Thursday, August 7, 2014 2:23 PM

I am forwarding this. I need a full print out that I can read. It will not print out a full clear page for me.

----- Forwarded Message -----  
From: Frank Rozzell <frankrozzell@yahoo.com>  
To: Home <frankrozzell@yahoo.com>  
Sent: Thursday, August 7, 2014 2:20 PM  
Subject: Fw: Fwd: Dann from Keller

----- Forwarded Message -----  
From: David Hawkins <dthawkins@cityofkeller.com>  
To: Frank Rozzell <frankrozzell@yahoo.com>  
Sent: Thursday, August 7, 2014 1:10 PM  
Subject: Fwd: Dann from Keller

Mr. Rozell,

I took the liberty of asking Atmos if there would be any concerns or issues with a masonry screening wall running parallel and within the gas easement. Their response is below.

Please note that there still a requirement in the UDC to provide a screening wall that runs parallel with the residential properties to the east. The wall would be located 40 feet away outside of the gas easement. You do have the option of requesting a waiver of this requirement based on this discussion and input from Atmos. When the time comes, you may to get something more formalized from Atmos confirming this information before P & Z and City Council considers your case.

Thanks.

Sent from my iPhone

Begin forwarded message:

From: "Campos, Anibal" <Anibal.Campos@atmosenergy.com>  
Date: August 7, 2014 11:33:19 AM CDT  
To: David Hawkins <dthawkins@cityofkeller.com>  
Subject: Re: Dann from Keller

David,

This also becomes an issue. We do not like anything inside or especially running parallel within our easement. We have to look at it from a maintenance prospective when excavating. Such walls will become obstacles that we would have to endure if and when we excavate our facility. I do apologize for this, but we are trying our hardest to keep our Right-Of-Ways clear. Thank you.

Atmos Energy  
Anibal (Omar) Campos  
Project Manager  
2000 Reliance Pkwy  
Bedford, TX 76021  
Office: 817-359-1313

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