ROAD USE AGREEMENT, CONTRACT, AND PERMIT

Watkins Release

THE STATE OF TEXAS §

COUNTY OF FREESTONE §

The undersigned, Applicant, by and through its duly authorized agent, enters into and makes this agreement with the Commissioner's Court of Freestone County, Texas, pursuant to Article 623.018 of the Texas Transportation Code which gives the County authority to require a permit to use county roads and bridges in Freestone County, Texas for vehicle and combination of vehicles having a gross weight greater than thirty thousand (30,000) pounds or a greater weight than ten thousand (10,000) pounds carried on any one axle.

1.

DEFINITION:

Vehicles means any vehicle, tractor, or combination of vehicles, with or without loads, having a gross weight greater than thirty thousand (30,000) pounds or a greater weight than ten thousand (10,000) pounds carried on any one axle and includes any such vehicles operated by Applicant or its agents, employees, or Applicant's independent subcontractors in the course of Applicant's business.

2.

Applicant agrees to use its vehicles only on those sections of the county roads which are evidenced by and indicated in ink on the attached county map which is made a part of this agreement and is incorporated herein by reference for all purposes. If the Applicant proposes that one or more additional county roads be added to the list of Designated Roads, the County shall not unreasonably withhold its consent to add such roads, however, the bond may be adjusted as needed.

Applicant may not widen or change the course of any County road without the consent of the County and any affected property owners, provided however, if needed, the Applicant at its sole cost and with the consent and approval of the County, may prepare any roads in advance of heavy or wide loads to sustain

heavy or wide loads where necessary in advance to prepare access points from County Roads.

Any roads constructed upon private property by the Applicant shall not hereafter become the responsibility of the County.

It is understood that the provisions of Paragraph Nos. 3 and 4 apply to Applicant's vehicles operating on any Freestone County road whether with or without a permit.

It is expressly understood that Applicant and not Freestone County shall be responsible for any damage of whatever nature including property damage and personal injury that may result from the movement of Applicant's vehicles or any vehicle or equipment operated by an individual under supervision and control of Applicant or an independent contractor under contract with Applicant over any Freestone County road whether described in this permit or not and agrees to indemnify Freestone County for any liability so incurred.

Applicant hereby agrees to accept all responsibility and liability for damages of whatever nature to the road bed, road surface, bridges, culverts, signs, structures, fences, right of ways, etc., that may result from the movement of vehicles or equipment by the Applicant, employees or independent subcontractors of the Applicant's over the roads described in this permit or any other Freestone County road.

Applicant also agrees to report any such damage immediately to the County Commissioner of the precinct where the damage occurred and to immediately repair any such damage to the satisfaction of said commissioner, and to keep such damaged road open to the traveling public at all times. If applicant shall fail to repair such damages in the manner as above described upon five (5) days written notice to Applicant at the address shown on this agreement, Applicant shall reimburse Freestone County for the cost of repairing any damages as specified by the County Commissioner in whose precinct the damage occurred.

It is understood that the failure of the Applicant to either repair such damage or pay the cost of reimbursement as above described within thirty (30) days after billing to Applicant's address as shown on this application, shall be grounds for the Freestone County Commissioner's Court to immediately suspend Applicant's permit and immediately file suit for such damages.

4.

Once a permit has been suspended or if Applicant or its agents, employees, servants or Applicant's independent subcontractors are operating vehicles on county roads without a permit, Applicant agrees that damages are not an adequate remedy at law for the enforcement of Freestone County's rights and that Freestone County may maintain an action for injunctive relief to prohibit Applicant's vehicles from using any Freestone County road without a permit. It is further agreed that Freestone County shall be held harmless for any actual, incidental, consequential, or any other damages Applicant might suffer as a result of any action by Freestone County involving any such injunctive relief. No legal action by Freestone County shall be considered an election and Freestone County is free to seek all remedies available at law or by equity to enforce the terms of

5.

Applicant agrees to post a surety in the amount of $ 250,000.00 to the Freestone County Commissioner's Court to ensure performance of this agreement. All bonds shall be submitted to the Freestone County Attorney for his approval and no permit shall be issued if a bond is required until said bond has been approved. This Agreement will terminate in 2 years unless the Applicant submits a letter acknowledging which roads are still being covered by the bond. If the updated acknowledgement is submitted timely the original surety bond will continue in place if requested by the Applicant.

6.

Nothing herein shall be construed as a waiver by the Commissioner of the authority granted by him by Article 251.153 and Article 251.157 of the Texas Transportation Code but the rights and authority granted the Commissioner by terms of Article 251.153 and Article 251.157 of the Texas Transportation Code are

expressly reserved by the Commissioner in the event Applicant fails to abide by the conditions above set forth.

WITNESS our hands this the 3rd day of July, 2024.

ATMOS Energy

Watkins Construction

Applicant

Applicant's address

3229 S. 15th

Corsicana TX 75151

Phone no. 903-654-8349

KAREN ELIZABETH MOORE
NOTARY PUBLIC
STATE OF TEXAS
ID # 134807529
My Comm. Expires 03-14-2028

County Judge

Commissioner, Pct. #1

Commissioner, Pct. #2

Commissioner, Pct. #3

Commissioner, Pct. #4

CR 210, PR 215 & FM 1124 crossings

ROAD USE IN THIS AREA: CR 210, CR 1124



FM 488 & CR 221 crossings

ROAD USE IN THIS AREA: Cr 221, FM 488



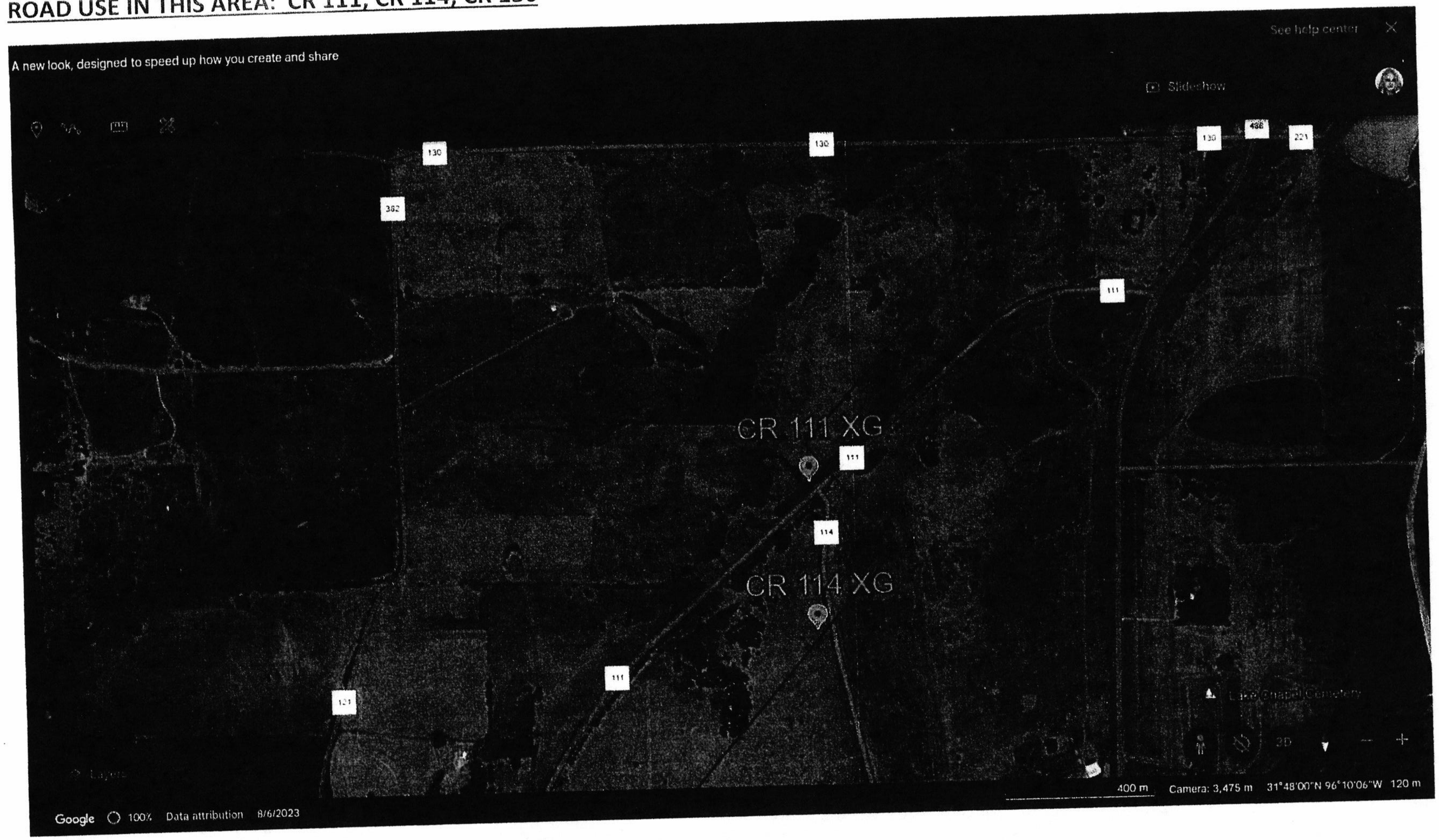
FM 833 & CR 130 crossings

ROAD USE IN THIS AREA: FM 833, CR 130, CR 221, FM 488



CR 111 & CR 114 crossings

ROAD USE IN THIS AREA: CR 111, CR 114, CR 130



CR 111 (2nd time) & CR 100 crossings

ROAD USE IN THIS AREA: CR 111, CR116, CR 100, CR 114, CR121/382



CR 2547 & SH 75 crossings

ROAD USE IN THIS AREA: CR 2547, CR 1080, SH 75



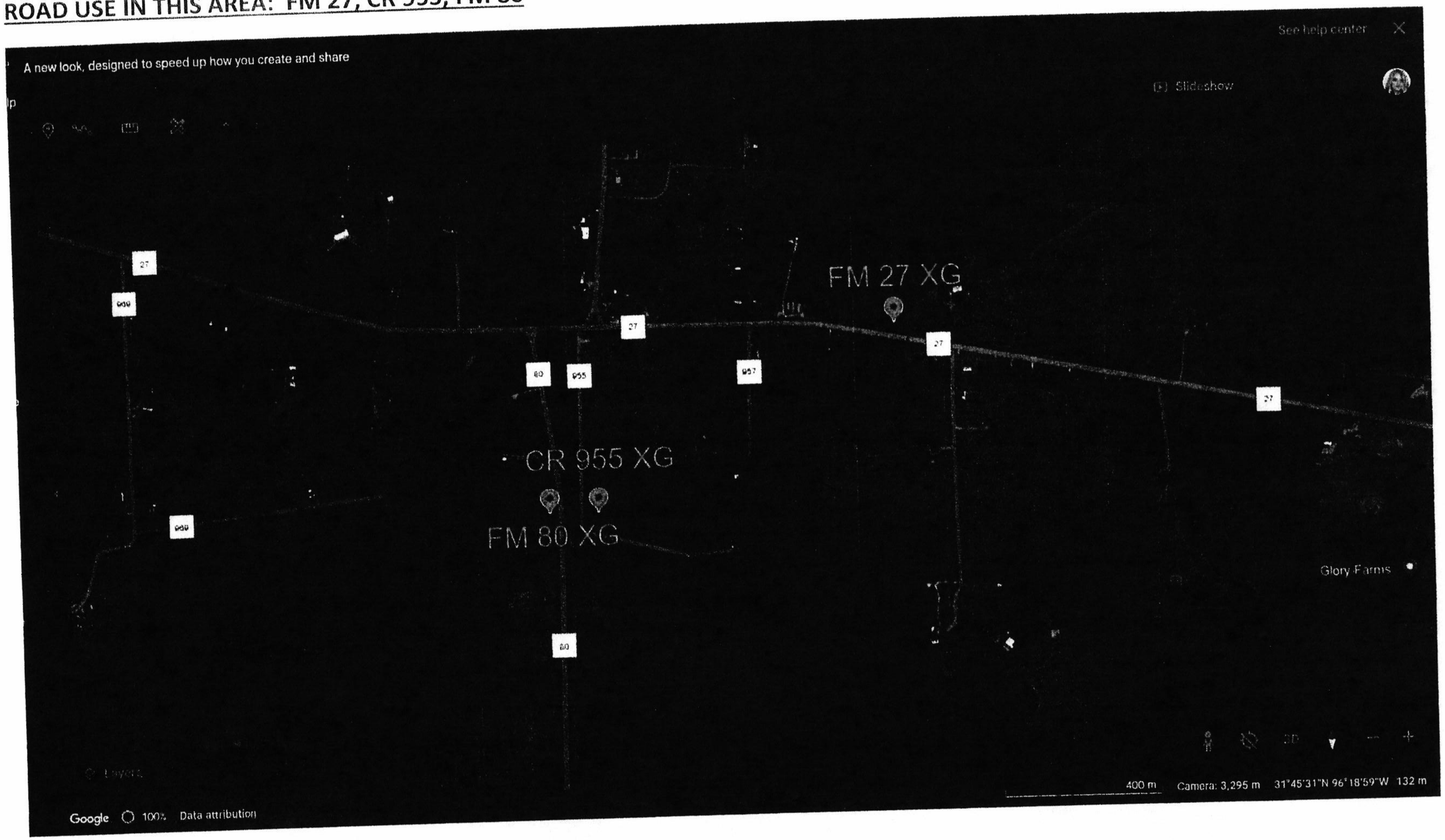
I-45 crossing

ROAD USE IN THIS AREA: CR 1080, CR 1140, North and Southbound service roads



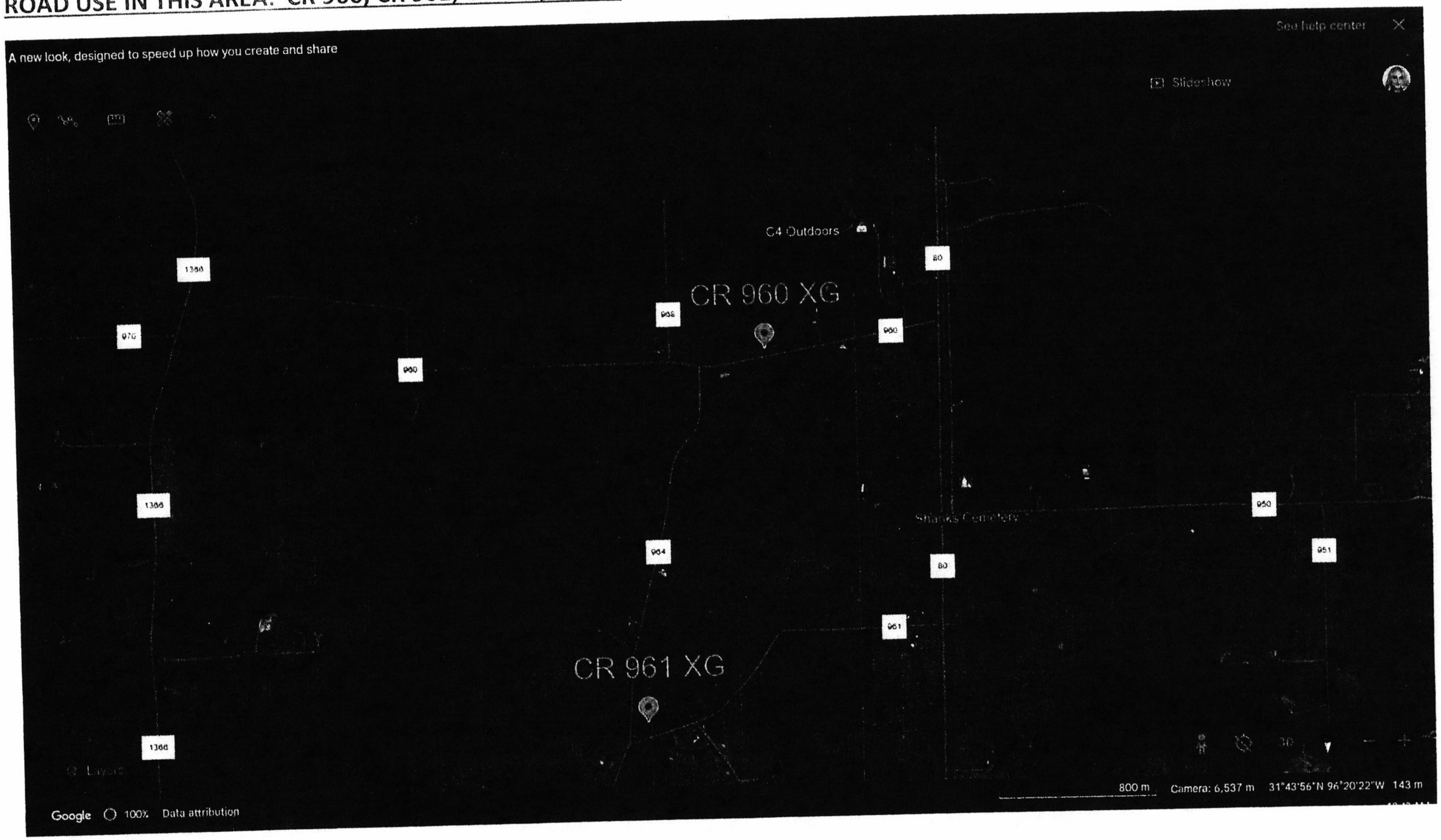
FM 27, CR 955 & FM 80 crossings

ROAD USE IN THIS AREA: FM 27, CR 955, FM 80



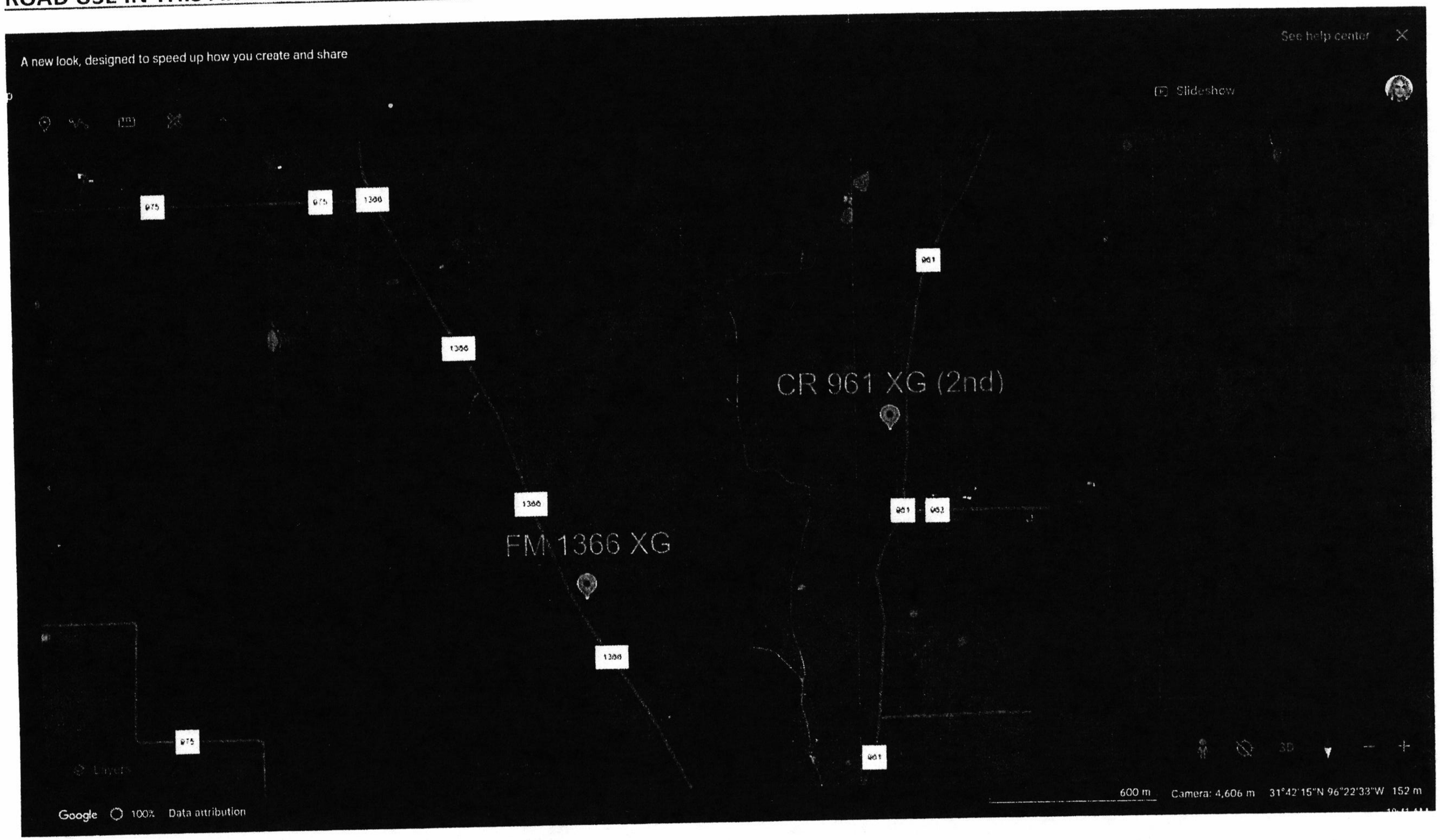
CR 960 & CR 961 crossings

ROAD USE IN THIS AREA: CR 960, CR 961, CR 964, FM 80



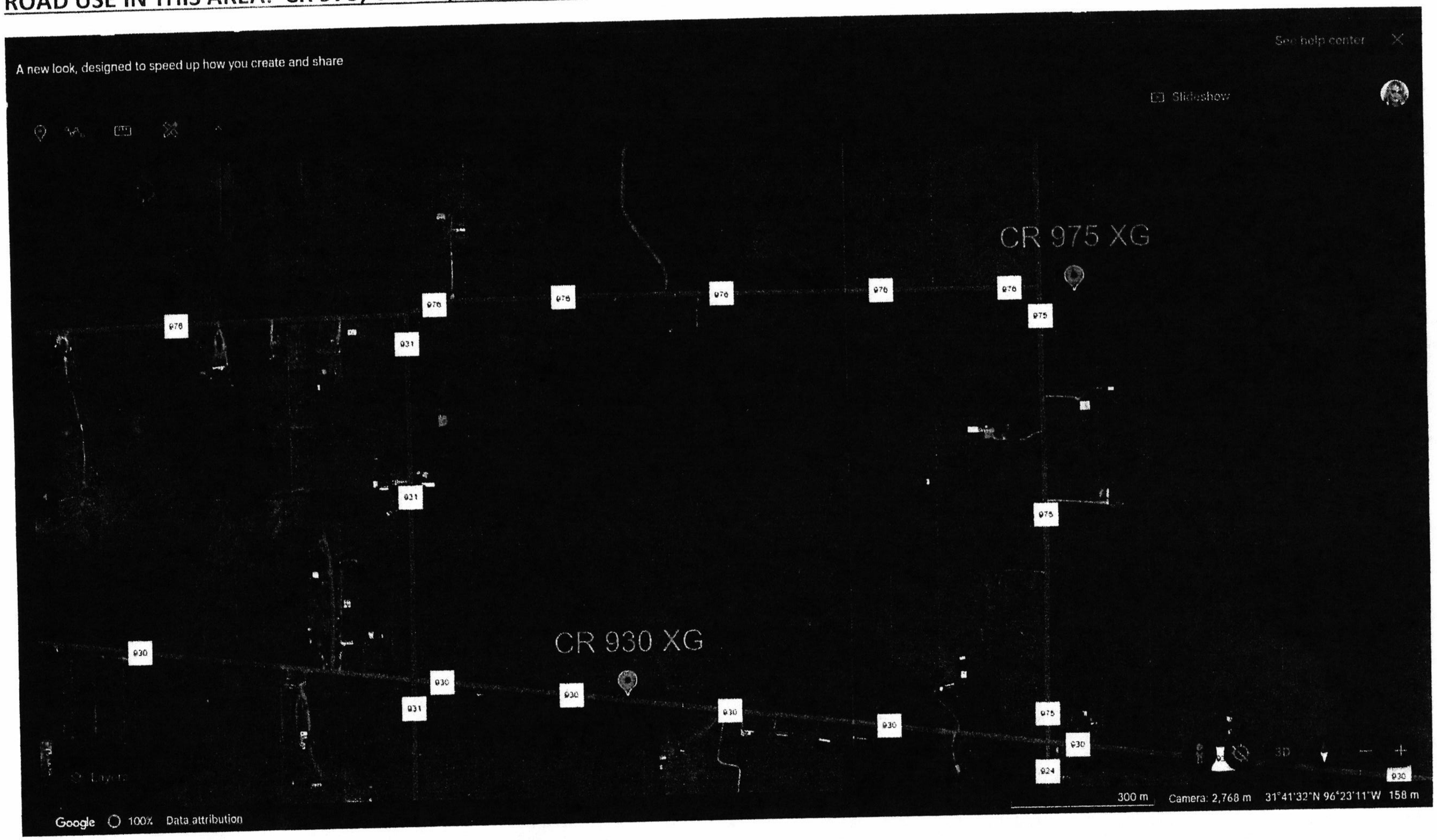
CR 961 (2nd) & FM 1366 crossings

ROAD USE IN THIS AREA: CR 961, FM 1366



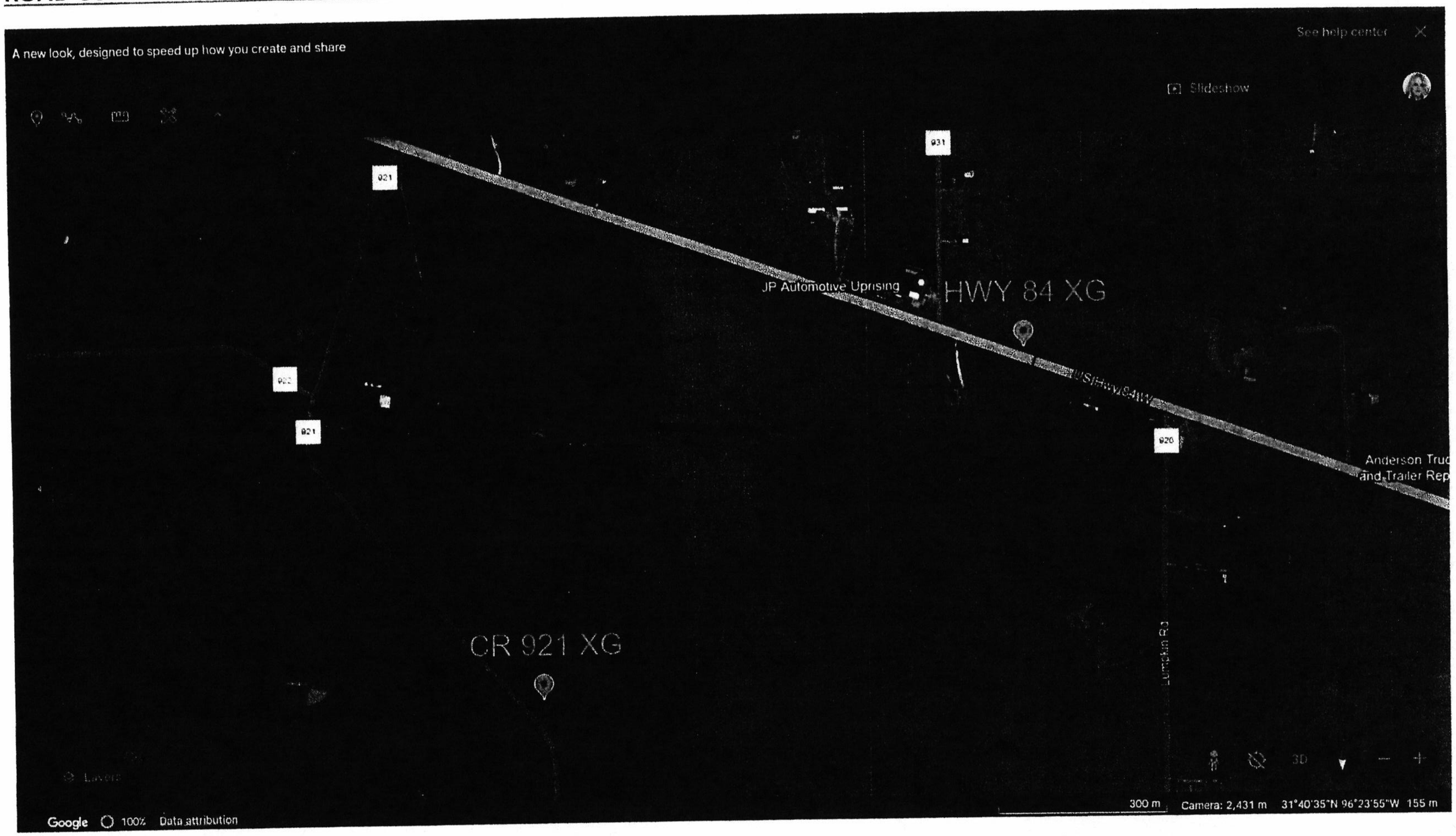
CR 975 & CR 930 crossings

ROAD USE IN THIS AREA: CR 975, CR 930, CR 976, CR 931



HW 84 & CR 921 crossings

ROAD USE IN THIS AREA: SH 84, CR 921, CR 922, CR 506



Release

Over Axle and Over Gross Weight Tolerance Permit Bond

Bond Number 6022049157

THE STATE OF TEXAS KNOW ALL MEN BY THESE PRESENTS:

County of Tarrant

That we, Watkins Construction Company, LLC as Principal, whose address is

P. O. Box 570 (Street or Box Number) Corsicana (City) TX 75151 (State, Zip Code) and

United States Fire Insurance Company as Surety,

being a surety company authorized to do business in the state of Texas, are held and firmly bound unto the counties of this state in the penal sum of $200,000 (Two-hundred thousand dollars and no cents), to the payment of which, will and truly be made, we bind ourselves, our heirs, executors, administrators, and assigns.

The conditions of the above obligations are such that:

NOW, THEREFORE, the above-named Principal will make payment to the counties of this state for any and all damages that may be sustained to any highway under the jurisdiction of the County Commissioners Court of any county by virtue of the operation of any equipment of the Principal for which a permit is issued to operate under the provisions of Transportation Code, Section 623.011.

This bond shall remain in full force and effect, subject to the following conditions:

It is agreed that as of July 11, 2024, this bond shall be in full force and effect indefinitely and that a continuation or renewal certificate is unnecessary.

The Surety may at any time cancel this bond by giving thirty days written notice to the Texas Department of Motor Vehicles, however, remaining liable for any defaults under this bond committed prior to the expiration of such thirty-day period.

PROVIDED, HOWEVER, the Surety shall notify the Department and the Principal in writing promptly after any payment is made by the Surety in respect to this bond and regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above.

Any revisions of the bond amount shall not be cumulative.

IN WITNESS WHEREOF said Principal and Surety have executed this bond and the effective date to begin on the 11th day of July, 2024.

Watkins Construction Company, LLC

BY: _____
Principal Signature

_____
Title

BY: United States Fire Insurance Company
Surety

BY: Helen Jones
Attorney-in-Fact Helen Jones

COMMISSIONERS COURT FREESTONE COUNTY

FILED FOR RECORD
At 9 o'clock A M

JUL 03 2024

RENEE GREGORY
Clerk, County Court, Freestone County, Texas
By Jacky Jones

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CRUM & FORSTER

TEXAS COMPLAINT NOTICE
AVISO DE QUEJA DE TEXAS

IMPORTANT NOTICE

To obtain Information or make a complaint:

You may call Crum & Forster's toll-free number for information or to make a complaint at:

1-888-890-1500

You may write to Crum & Forster at:

Crum & Forster
305 Madison Avenue
Morristown, NJ 07962

Web: www.cfins.com
E-mail: info@cfins.com

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

PO Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007

Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.tx.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de Crum & Forster's para obtener información o para presentar una queja al:

1-888-890-1500

Usted también puede escribir a Crum & Forster:

Crum & Forster
305 Madison Avenue
Morristown, NJ 07962

Sitio web: www.cfins.com
E-mail: info@cfins.com

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007

Sitio web: www.tdi.texas.gov
E-mail: ConsumerProtection@ tdi.tx.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con el agente primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU PÓLIZA: Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

MERCHANTS BONDING COMPANY

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Edward Ryan Bowles; Helen Jones

their true and lawful Attorney(s)-In-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-In-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of May , 2024 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003 — MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of May 2024 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

(Expiration of notary's commission does not invalidate this instrument)

Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 11th day of July . 2024.

MERCHANTS NATIONAL BONDING, INC. -o- 2003 — MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/24)