

AN ORDINANCE GRANTING EASEMENTS TO ATMOS ENERGY CORPORATION FOR APPROXIMATELY .202 ACRE OUT OF LOT 16, BLOCK 1, HUNTER'S CHASE SUBDIVISION; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Atmos Energy Corporation has presented to the City of Killeen, a request for a temporary construction easement being .202 acre out of Lot 16, Block 1, Hunter's Chase Subdivision, for property being locally known as 2301 Hunt Drive, Killeen, Texas;

WHEREAS, the City Council, after three readings at three separate Council meetings, duly considered said request and the evidence in support thereof, and the City Council being of the majority opinion that the Atmos Energy's easement request should be approved;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KILLEEN:

THIS TEMPORARY CONSTRUCTION EASEMENT is granted as of the 24th day of August, 2021, by CITY OF KILLEEN ("Grantor") to 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) eighteen (18) months 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 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.

4. Miscellaneous.

(a) This Ordinance 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.

(b) All notices related to this Ordinance 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: City of
Killeen
PO Box
1329
Killeen, TX 76540-1329
Phone 254-501-7700

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 Ordinance shall run with the land, are binding upon and inure to the benefit of Grantor, Atmos Energy, and their respective successors and assigns;

SECTION II. That should any section or part of this ordinance be declared unconstitutional or invalid for any reason, it shall not invalidate or impair the validity, force, or effect of any other section or parts of this ordinance.

SECTION III. That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION IV. That this ordinance shall take effect immediately upon passage of the ordinance.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this 24th day of August 2021, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, §551.001 et seq.

APPROVED:

Jose L. Segarra, MAYOR

ATTEST:

Lucy C. Aldrich, CITY SECRETARY

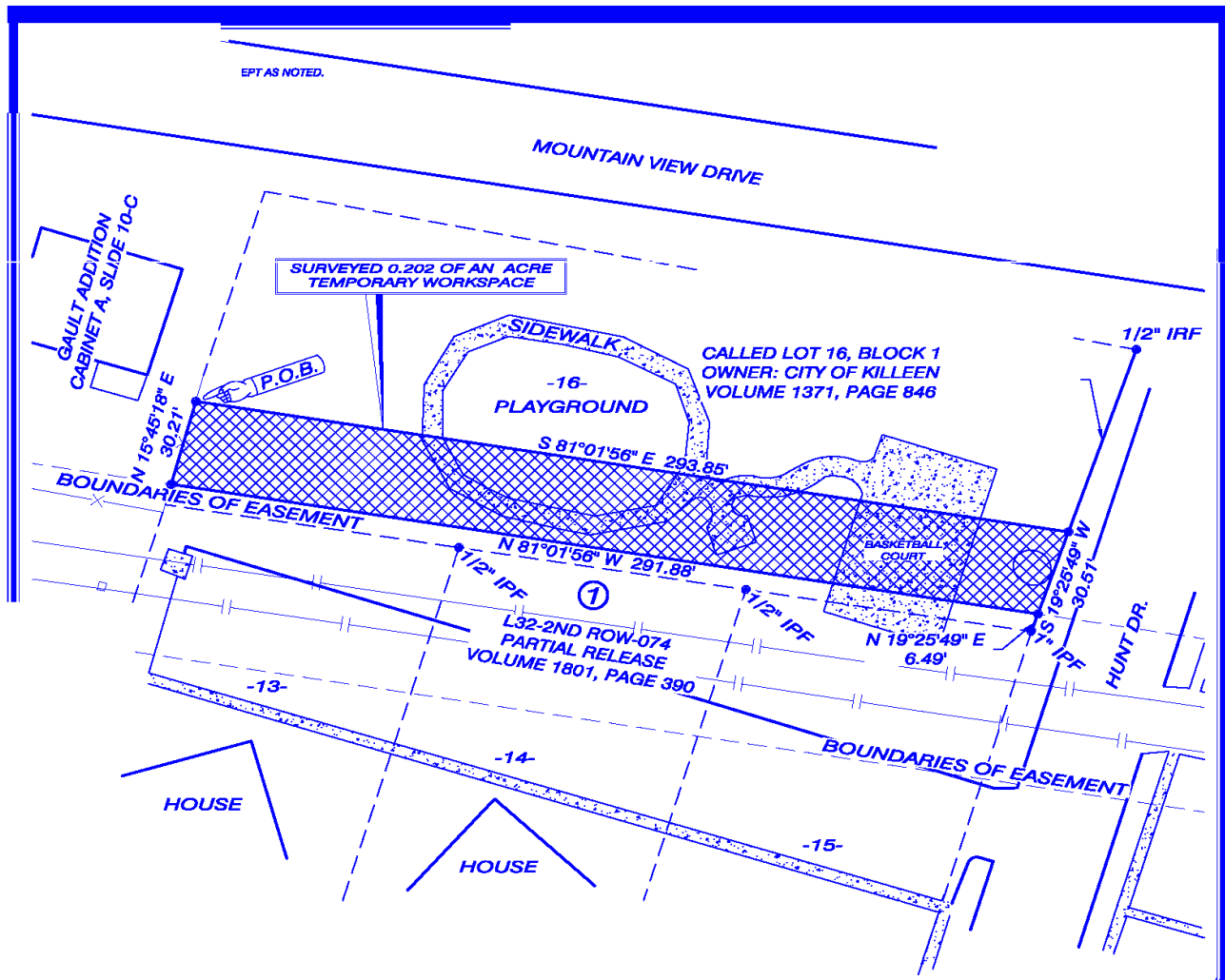
APPROVED AS TO FORM



Traci S. Briggs, CITY ATTORNEY

Case #21-02AB

Ord. #21-____

Exhibit “A



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