10/22/2026

The City of Burleson
Attn: **Tommy Ludwig**
135 W Ellison St, Suite 109
Burleson, TX 76028

Re: Line **Line XT25**
295 E Hidden Creek Pkwy, Burleson, TX 76028 Johnson County

Dear **Mr. Ludwig**:

It is Atmos Energy Corporation's (Atmos Energy) understanding that the **City of Burleson** is proposing to demo the Hidden Creek Softball Complex at 295 E Hidden Creek Pkwy Burleson, TX 76028, including the removal of fencing, lighting, landscaping, and sidewalk panels. Following demolition, the site will undergo smooth grading and hydroseeded to restore site. This is in accordance with the design file named **"ATMOS EASEMENT CROSSING LOCATIONS.pdf"**. Atmos' XT25 pipeline and easement are situated approximately as shown in the attached design file.

Atmos Energy has determined that the demo of the softball complex will not present a significant conflict based on the given design criteria / information and will not object to the construction of the proposed project, provided that this letter is executed and returned prior to the commencement of the construction and the following additional criteria are followed:

- An Atmos Energy representative must be present during any and all work within Atmos Energy's easement. Such Atmos Energy representative must be notified at least 3 days (72 hours) in advance of any activities within the vicinity of Atmos Energy facilities to avoid any delays in field activities. It is the operator's responsibility to be familiar with 811 One Call laws and have a valid locate number prior to excavation.

- Atmos Energy's facilities have been potholed with vacuum excavation or some other nonmechanized method, and figures are shown on Exhibit A.

- Once Atmos Energy's pipe is visually identified through the potholing referenced above, mechanized excavation may be utilized up to 3 feet of any direction of the circumference of the pipe.

- Mechanical excavation (and/or compaction), is not allowed within three (3) feet horizontally or vertically from Atmos Energy's facilities.

- Excavation (and / or compaction) closer than three (3) feet horizontally or vertically from Atmos Energy's facilities must be done by vacuum excavation or by hand.

- Heavy equipment crossings shall be evaluated and approved by Atmos Energy engineering to determine if crossings are safe. Developer shall request approval for heavy equipment crossings and provide equipment details such as type (wheeled or tracked), operating weight, make and model. Any equipment crossing which may cause rutting or reduce cover in the easement by any other means shall only cross with appropriate timber matting.

- At no time may cover be removed from the easement or right-of-way without the prior written approval of an authorized representative of Atmos Energy.

- There shall be a minimum of 8 feet from top of grade to top of pipe at designated matted temporary construction crossings.

- Atmos Energy's easement will be protected from washing and erosion during construction and/or repairs.

- Equipment, materials, or excess dirt will not be stored on Atmos Energy's easement during construction without the prior written approval of an authorized representative of Atmos Energy.

- Atmos Energy shall not be liable for any damage to the Improvement as a result of Atmos Energy's use or enjoyment of its easement.

- Atmos Energy reserves the right for future uses of this easement, including but not limited to, ingress and egress, reconstructing, removing, relocating, maintaining, operating, etc., of any of its facilities.

- Impact/conflict analysis was based on and is limited to drawings and documents submitted to Atmos Energy, as provided on Exhibit A. Any change in scope of work contained in these drawings is subject to the approval of Atmos Energy in its sole discretion.

- **The City of Burleson** and its successors and assigns will indemnify and hold harmless Atmos Energy for any and all claims, demands, causes of action, loss, damage, liabilities and cost and expenses (including reasonable attorney's fees and court costs) arising out of or in connection with acts and omissions of **The City of Burleson**, including its contractors, subcontractors, and agents, relating to the construction of the project identified in Exhibit A.

- In the event of any inconsistency, conflict, or ambiguity as to the rights and obligations of the parties under this Agreement and the design plans attached herein as Exhibit A, the expressed terms outlined in this Letter of No Objection shall control and supersede any inconsistency, conflict, or ambiguity with Exhibit A.

- Notwithstanding the above, the **City of Burleson** is not required to incur debt in violation of Article XI, Section 5 of the Texas Constitution nor is it required to create a sinking fund to fund any obligations contained herein.

You are not authorized to commence work until we have received a signed copy of this letter.

For further assistance please call **Cameron Tyler-Vann** at **817-965-0782**.

Sincerely,

Saul Balcazar

Engineering Manager
Atmos Energy Corporation
901 Altamesa Blvd
Fort Worth, TX 76134

cc: **Cameron Tyler-Vann**

Signature: _____

Name: Tommy Ludwig

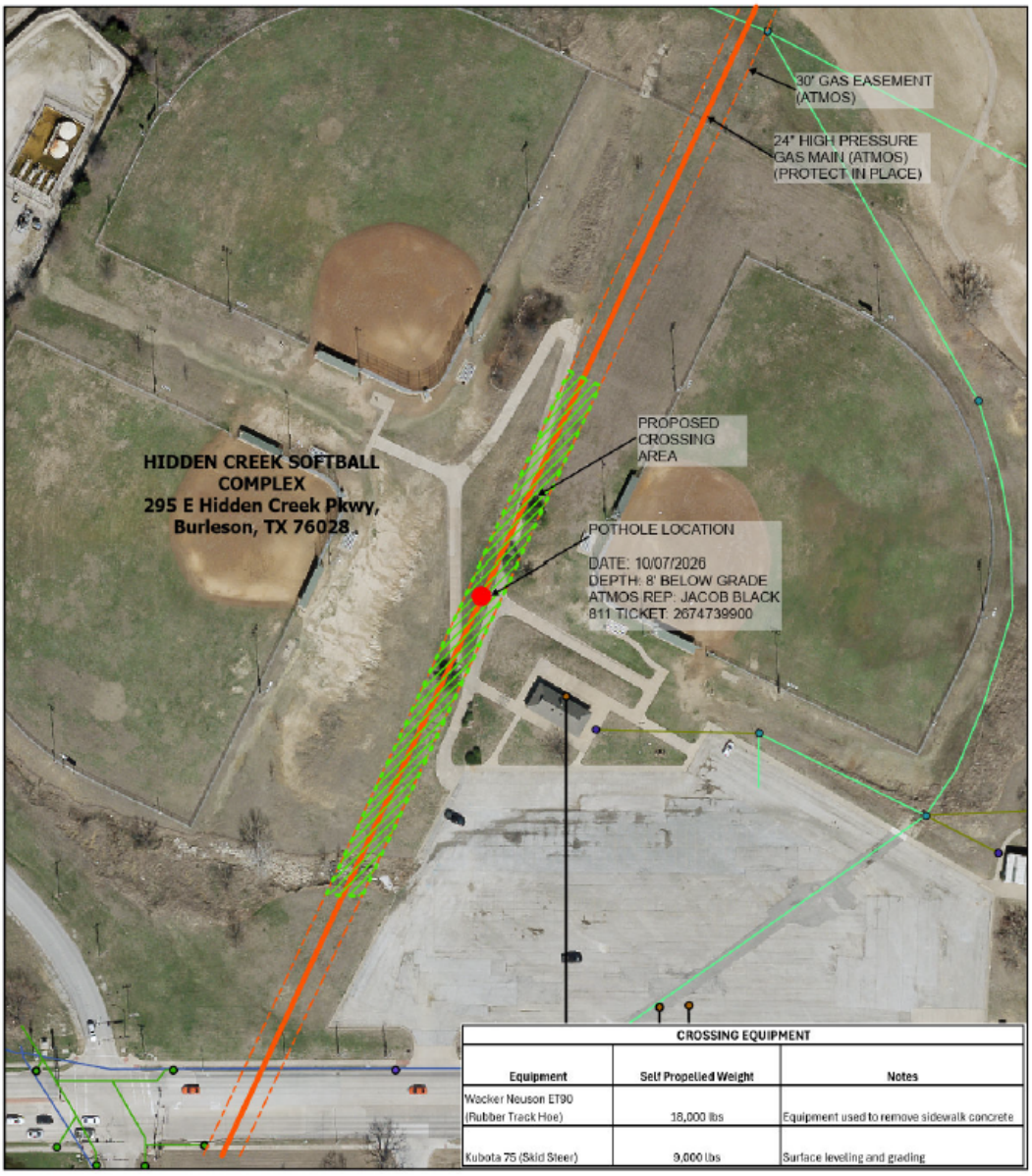
Company: The City of Burleson

Title: City Manager

Date: _____

HIDDEN CREEK SOFTBALL COMPLEX DEMOLITION
Project No. PC2605

ATMOS EASEMENT CROSSING LOCATIONS



CROSSING EQUIPMENT		
Equipment	Self Propelled Weight	Notes
Wacker Neuson ET90 (Rubber Track Hoe)	18,000 lbs	Equipment used to remove sidewalk concrete
Kubota 75 (Skid Steer)	9,000 lbs	Surface leveling and grading