

ORDINANCE NO. 25-_____

AN ORDINANCE OF THE CITY OF DENTON A TEXAS HOME-RULE MUNICIPAL CORPORATION, APPROVING A GAS PIPELINE ABANDONMENT AGREEMENT (“AGREEMENT”) BY AND BETWEEN THE CITY OF DENTON (“CITY”) AND EAGLERIDGE MIDSTREAM, LLC, EAGLERIDGE ENERGY II LLC, EAGLERIDGE OPERATING, LLC, USG PROPERTIES BARNETT II, LLC, AND MARUBENI SHALE INVESTMENT LLC (“OWNERS”), FOR THE ABANDONMENT OF OWNERS FACILITIES, WITHIN THE COUNTY AND CITY OF DENTON, TEXAS; AUTHORIZING THE CITY MANAGER, TO EXECUTE AND DELIVER THE AGREEMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS BASED ON COST ESTIMATES FOR PIPELINE AND WELL ABANDONMENT WORK IN A NOT-TO-EXCEED AMOUNT OF FIVE HUNDRED TEN THOUSAND DOLLARS AND ZERO CENTS (\$510,000.00); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City is presently designing and plans to undertake the Bonnie Brae Phase 6 Improvement Project (“Project”), constituting the construction of a four-lane divided urban section from University Drive (US 380) to North Elm Street (US 77); and

WHEREAS, the conflicting Owners Facilities are located in preexisting easements owned by EagleRidge, thus necessitating the cost for abandonment to be borne by the City; and

WHEREAS, the City and Owners desire to enter into an Agreement, attached hereto as Attachment 1, to provide for the abandonment of Owners Facilities and provide payment to Owners therefor; and

WHEREAS, the City and Owners have agreed to in a not-to-exceed amount of Five Hundred Ten Thousand Dollars and Zero Cents for the planned cost of abandonment of Owners Facilities; and

WHEREAS, the City Council of the City of Denton believes it to be in the best interest of the citizens of Denton and finds that it is in the public’s health and safety interest, and is of the opinion that it should approve the Agreement; **NOW, THEREFORE;**

THE COUNCIL OF THE CITY DENTON HEREBY ORDAINS:

SECTION 1. The findings and recitations contained in the preamble of this ordinance are incorporated herein by reference as true and as if fully set forth in the body of this ordinance.

SECTION 2. The City Manager, or their designee, is hereby authorized to execute the Agreement with Owners, for and on behalf of the City, all as referenced herein, and to perform any action made necessary or prescribed by the Agreement including, but not limited to, the expenditure of funds contemplated thereby.

SECTION 3. If any section, article, paragraph, sentence, phrase, clause, or word in this ordinance, or application thereof to any persons or circumstances, is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of

the remaining portions of this ordinance; the City Council declares that is would have ordained such remaining portion despite such invalidity, and such remaining portion shall remain in full force and effect.

SECTION 4. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by _____ and seconded by _____; the ordinance was passed and approved by the following vote [___ - ___]:

	Aye	Nay	Abstain	Absent
Gerard Hudspeth, Mayor:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Paul Meltzer, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2025.

GERARD HUDSPETH, MAYOR

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: DocuSigned by:
Marcella Gunn _____
4B070834E4AA438...

ATTACHMENT 1 to Ordinance

ABANDONMENT AGREEMENT

Between

City of Denton

And

EagleRidge Midstream, LLC, et al.

This Agreement (this "Agreement") is entered into as of the ____ day of March, 2025, by and between the CITY OF DENTON, a Texas home rule Municipality (the "City"), and EAGLERIDGE MIDSTREAM, LLC, EAGLERIDGE ENERGY II LLC, EAGLERIDGE OPERATING, LLC, USG PROPERTIES BARNETT II, LLC, AND MARUBENI SHALE INVESTMENT LLC (collectively referred to as the "Owners"), whose address is 3500 Maple Avenue, Suite 1400 Dallas, Texas 75219 ("Owners"), acting herein by and through their duly authorized officers (sometimes hereinafter collectively referred to as the "Parties").

WHEREAS, the City is in the process of constructing the Bonnie Brae Street Improvement Project-Phase 6 (the "Project"), constituting the construction of a four-lane divided urban section of roadway from W. University Drive (US 380) to N. Elm Street (US 77) in the City of Denton, Texas; and

WHEREAS, certain of the Owners are the owners of a 6.63-inch diameter line ("NORTH DENTON ML", TCEQ P5 Number 238445) denoted as gas pipeline G2 (Black Text) attached hereto as Exhibit "A" – KCI Technologies – Bonnie Brae Phase 6; and

WHEREAS, certain of the Owners are the holders of a ten (10) foot-wide pipeline easement (Vol. 5428, Page 4382, R.P.R.D.C.T.), as shown in Exhibit "B" – Gorrondona & Associates - City of Denton Right-Of-Way Map for Bonnie Brae Street ("Easement"), which the City has determined is in conflict with the newly proposed Bonnie Brae Street right-of-way (ROW) alignment; and

WHEREAS, the proposed ROW alignment will require Owners to partially abandon the North Denton ML and their other existing gas pipeline infrastructure, including ("Owners Improvements") within the new proposed Bonnie Brae Street right-of-way; and

WHEREAS, Owners have offered to partially abandon Owners Improvement and to execute and deliver to the City a release of the Easement in exchange for the City paying the costs for the abandonment of Owners Improvements as provided for in this Agreement; and

WHEREAS, Owners have also agreed to plug and abandon those certain oil and gas wells described on Exhibit "C" attached hereto ("Wells") in exchange for the City reimbursing Owners for the abandonment cost of the Wells; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Owners hereby agree as follows:

1. The declarations contained in the preamble to this Agreement are material and are hereby repeated and incorporated herein as a part of this Agreement as though they were fully set forth in this paragraph 1.

2. General.

2.01 Subject to the terms and conditions of this Agreement, Owners agree and consent to carry out, or cause to carry out (i) the abandonment of Owners Improvements within the new proposed Bonnie Brae Street right-of-way ("Pipeline Abandonment Work") and (ii) the plugging and abandonment of the Wells ("Well Abandonment Work"). The Pipeline Abandonment Work and Well Abandonment Work will be performed in accordance with all applicable laws and regulations as prescribed or permitted by the Railroad Commission of Texas.

2.02 Owners agree to commence the Pipeline Abandonment Work and the Well Abandonment Work within sixty (60) days of execution of this Agreement. Owners shall complete the Pipeline Abandonment Work within thirty (30) days after commencement of operations by Owners and the Well Abandonment Work within ninety (90) days after commencement of operations by Owners, subject to delays caused by Force Majeure Events or acts or omissions of any third party that is not under the control of Owners. As used herein, "Force Majeure Events" means: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; and (g) national or regional emergency.

2.03 Following completion of the Pipeline Abandonment Work and Well Abandonment Work, Owners will execute and deliver to the City an Abandonment and Release of Easement in the form attached hereto as Exhibit "D".

3. Costs, Billing, and Payment

3.01 The full execution of this Agreement by the parties hereto shall 1) obligate the City to pay to Owners, within twenty-one(21) days of execution of this Agreement and an invoice provided to the City, a

lump sum in the amount of one hundred and forty thousand dollars and zero cents (\$140,000.00) for the Abandonment and Release of the Easement and 2) obligate Owners to provide and deliver to the City a fully executed copy of the Abandonment and Release of Easement instrument attached hereto as Exhibit "D" following completion of the Pipeline Abandonment Work and Well Abandonment Work. In addition, within twenty-one (21) days of the Owners providing the City with notice of completion of the Pipeline Abandonment Work and Well Abandonment Work, the City shall reimburse Owners in an amount not to exceed \$510,000.00 for all costs and expenses incurred by Owners in connection with the Pipeline Abandonment Work and the Well Abandonment Work, including costs of material, labor, contracts, reporting, recording, inspection, and testing in accordance with all applicable laws and regulations of the Railroad Commission of Texas. City shall not be obligated to reimburse Owners until an itemized invoice has been provided to the City in writing for the Pipeline Abandonment Work.

- 3.02 The City will process for payment the authorized amount herein per this Agreement following City of Denton Procurement Policy. In the event of a conflict between the City of Denton Procurement Policy, this Agreement shall control except in the event of Texas state law requirements.
- 3.03 Once the City reimburses the Owners in accordance with this Agreement, the Owners agree that such reimbursement is the full satisfaction of any liability the City might have to the Owners related to the subject matter herein.

4. Term, Survival

- 4.01 This Agreement shall become effective as of the Effective Date and shall not expire prior to the satisfaction of each Party's obligations hereunder, including the City's full and complete payment to Owners in accordance with Sections 3.01 and 3.02.
- 4.02 Article 5 (Miscellaneous) shall survive the termination or expiration of this Agreement.

5. Miscellaneous.

- 5.01. **Notice.** Any notice provided for in this Agreement to be given by either party to the other, shall be in writing and shall be deemed given when personally delivered, or three (3) business days after

being deposited in the United States Mail, postage prepaid, certified, return receipt requested, or registered and addressed as follows:

To the City:

City of Denton
Attn: Sara Hensley, City Manager
215 East McKinney Street
Denton, Texas 76201

With a Copy to:

City of Denton
Attn: Brett Bourgeois, City Engineer
401 N. Elm Street
Denton, Texas 76201

To Owners:

EAGLERIDGE MIDSTREAM, LLC, et al.
ATTN: Mark Grawe, Executive Vice President
3500 Maple Ave, Suite 1400,
Dallas, Texas 75219
Telephone No.: 214-295-6704

Either party may change its address or facsimile number for notice by giving the other party written notice of same.

- 5.02. **Ownership.** All Owners' facilities are the property of Owners, and Owners will continue to own all their facilities located outside of the City's right-of-way upon completion of the Pipeline Abandonment Work and the Well Abandonment Work.
- 5.03. **Assignment.** No party shall assign all or any part of this Agreement without the prior written consent of the other parties, however, consent shall not be unreasonably withheld by any party.
- 5.04. **Amendment.** This Agreement may not be amended except in a written instrument specifically referring to this Agreement and signed by the Parties hereto and dated after the date of this Agreement is signed.
- 5.05. **Applicable Law Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. This Agreement is to be performed in whole or in part in Denton County, Texas. Sole venue for any proceeding to construe or enforce any of

the terms or conditions of this Agreement or seeking damages for its breach shall be Denton County, Texas.

- 5.06. **Number and Gender.** Words of any gender used in this Agreement shall be held and construed to include any other gender and words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise.
- 5.07. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- 5.08. **Sole Agreement.** This Agreement constitutes the sole agreement between the Parties respecting the subject matter and supersedes any prior understandings or written or oral agreements.
- 5.09. **Legal Construction.** In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions in this document and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 5.10 **Authority.** Each Party represents and warrants to the other that (a) it has authority to execute and perform this Agreement; (b) executing this Agreement does not constitute a material conflict with, breach, or default under any applicable law, its respective organizational documents, or any documents, agreements, contracts or instruments which are binding upon it; and (c) this Agreement creates valid, legal, and binding obligation enforceable against it, subject to applicable insolvency and bankruptcy laws. Breach of this warranty will be considered a material breach.

[signature page to follow]

EXECUTED by the Parties on the dates indicated with their signatures, but effective as of the date specified at the beginning of this Agreement (the "Effective Date"):

EAGLERIDGE MIDSTREAM, LLC

By: 
MARK GRAWE
EXECUTIVE VICE PRESIDENT

EAGLERIDGE ENERGY II LLC, AND
EAGLERIDGE OPERATING, LLC


MARK GRAWE
EXECUTIVE VICE PRESIDENT

USG BARNETT PROPERTIES II, LLC


BY: MARK GRAWE
TITLE: EXECUTIVE VICE PRESIDENT

MARUBENI SHALE INVESTMENT LLC


BY: KIRK KUYKENDALL
TITLE: VICE PRESIDENT

CITY OF DENTON

By: _____
Sara Hensley, City Manager

Date: _____

ATTEST:
LAUREN THODEN, CITY SECRETARY

By: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

By: _____

THIS AGREEMENT HAS BEEN BOTH
REVIEWED AND APPROVED AS TO
financial and operational obligations and
business terms.

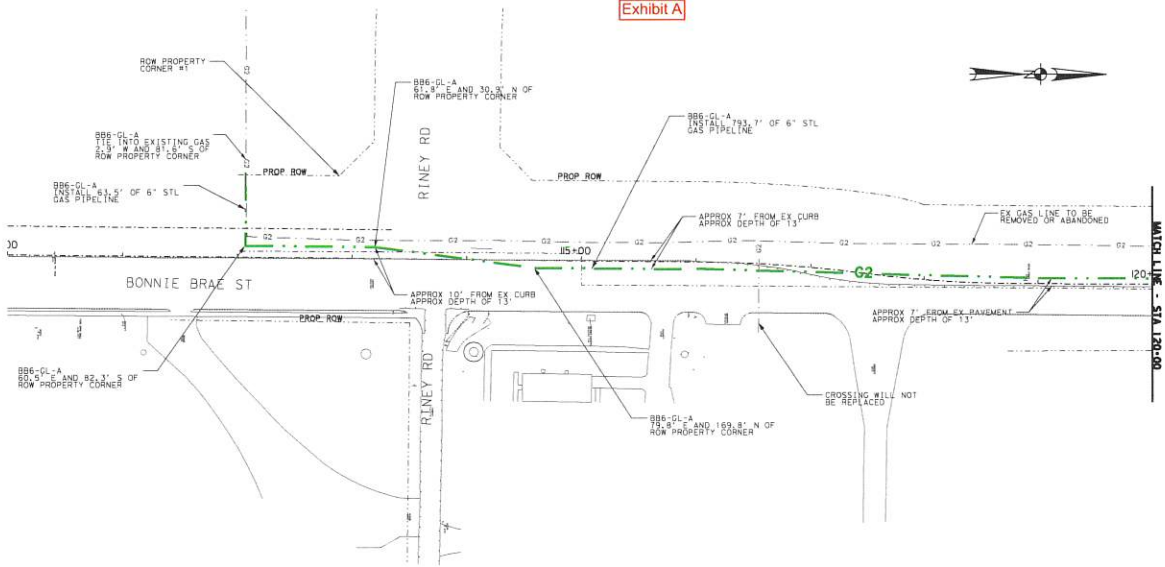
Signature

Title

Department

Date: _____

Exhibit A



KCI TECHNOLOGIES
 KCI UTILITIES PLANNING CONSULTING ENGINEERS ARCHITECTS
 5021 Lakawana Street
 Suite 501
 Dallas, TX 75247
 Tel: 972-957-3016 Firm #: 10573

NO.	DATE	REVISION	APPROV.

City of Denton

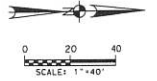
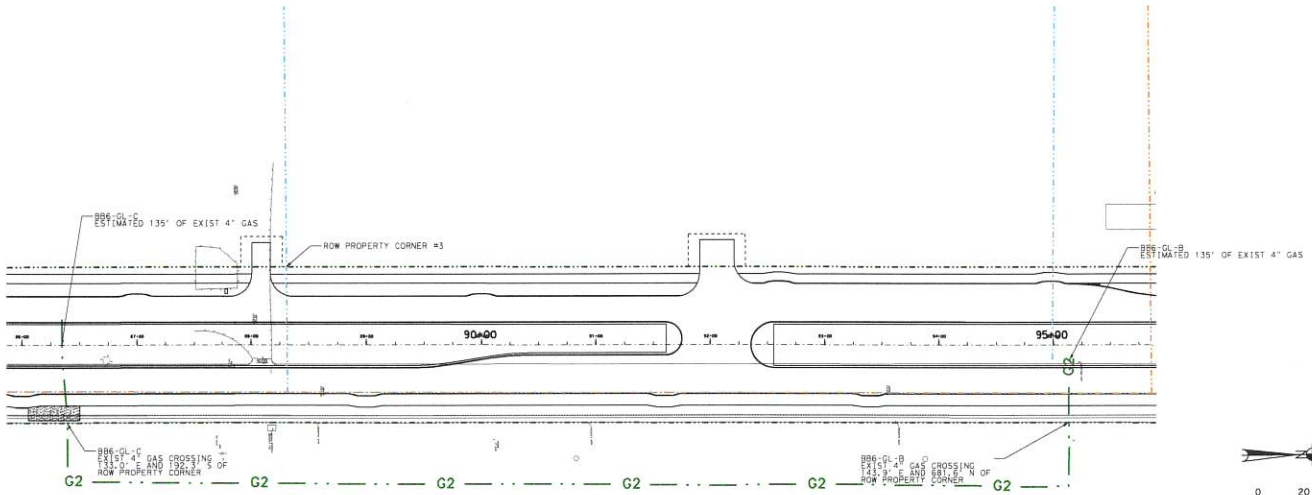
fps Texas PE Firm Reg. #F-929
 5810 Tennyson Parkway, Suite 280, Plano, Texas 75024
 T + 1 972 202 4242 E info@fpsgroup.com

BONNIE BRAE PHASE 6 ATTACHMENT A

EXHIBIT DOCUMENT IS NOT INTENDED FOR CONSTRUCTION OR BIDDING PURPOSES.

SHEET
1 OF 3

2/22/2021 11:29:46 PM
 C:\Users\jgordon\OneDrive\Documents\2018\03\18018086139 - Bonnie Brae\DWG\18018086139 - Bonnie Brae\BONNIEBRAE_ATTACH_A.DWG
 Gene Perrenon



KCI TECHNOLOGIES
 KCI ENGINEERS PLANNERS ARCHITECTS ENVIRONMENTALISTS
 5021 Lakawana Street
 Suite 501
 Dallas, TX 75247
 Tel: 972-957-3016 Firm #: 10573

NO.	DATE	REVISION	APPROV.

City of Denton

rps Texas PE Firm Reg. #F-929
 5810 Tennyson Parkway, Suite 280, Plano, Texas 75024
 T-1-972-302-4242 E-info@rpsgroup.com

BONNIE BRAE PHASE 6 ATTACHMENT A

EXHIBIT DOCUMENT IS NOT INTENDED FOR CONSTRUCTION OR BIDDING PURPOSES.

SHEET	3 OF 3
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7/22/2021 11:40:48 PM C:\Users\brs\OneDrive\Documents\2018\08\3\00888339 - Bonnie Brae\BONNIE BRAE PHASE 6 ATTACHMENT A.dwg
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Exhibit B

CITY OF DENTON RIGHT-OF-WAY MAP

FOR

BONNIE BRAE STREET

FROM: U.S. 380
TO: S.H. 77

CITY OFFICIALS

MAYOR:

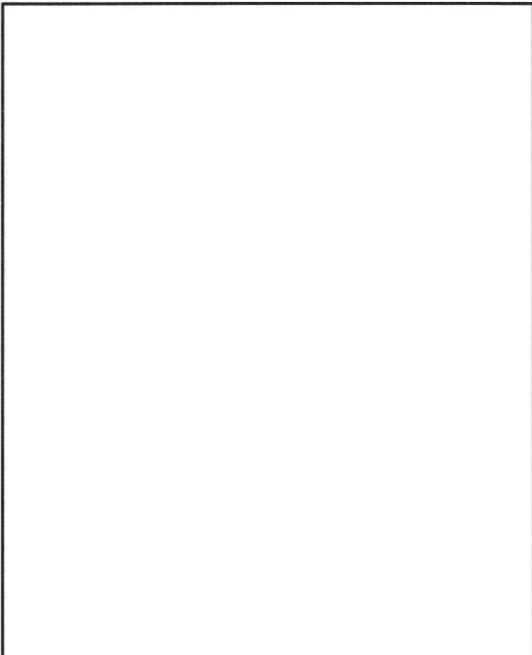
CHRIS WATTS

CITY COUNCIL:

GERARD HUDSPETH
KELLY G. BRIGGS
JESSE DAVIS
JOHN RYAN
DEB ARMINTOR
PAUL MELTZER

CITY ENGINEER:

TODD ESTES, P.E.

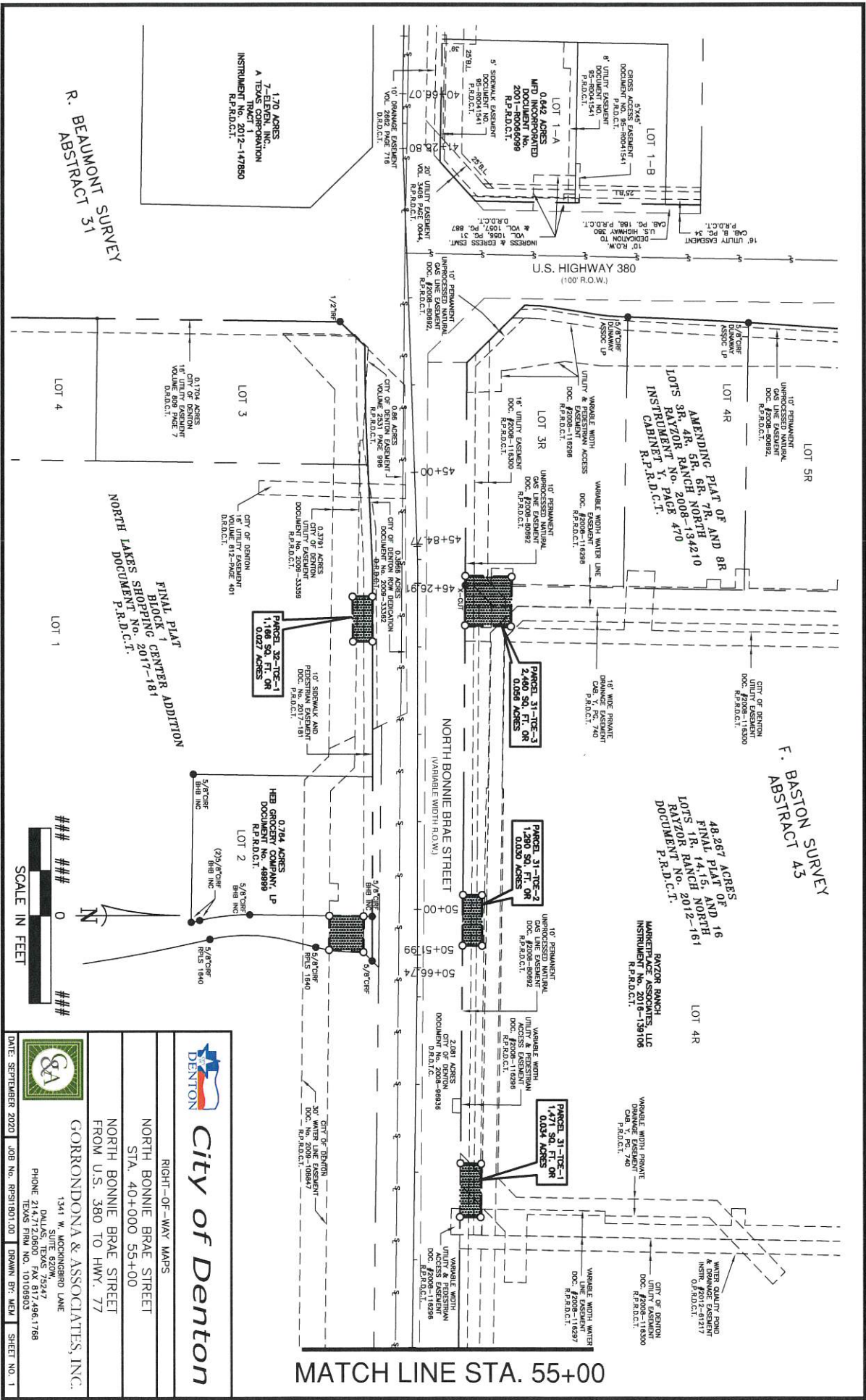


VICINITY MAP
N.T.S.

OCTOBER 2020



GORRONDONA & ASSOCIATES, INC.
1341 W. MCCOMB RD LANE
DULLES, TEXAS 75247
PHONE 214.414.4963
TEKAS FIRM NO. 10108903



R. BEAUMONT SURVEY
 ABSTRACT 31

LOT 4

LOT 3

LOT 1

FINAL PLAT
 BLOCK 1 CENTER ADDITION
 BLDG NG 2017-181
 NORTH LAKES SHOPPING No. 1
 DOCUMENT P.R.D.C.T.



DENTON City of Denton

RIGHT-OF-WAY MAPS
 NORTH BONNIE BRAE STREET
 STA. 40+00 TO 55+00
 NORTH BONNIE BRAE STREET
 FROM U.S. 380 TO HWY. 77
 GORRONDONA & ASSOCIATES, INC.
 1341 W. WICKENBURG LANE
 DALLAS, TEXAS 75247
 PHONE 214-712-0690 FAX 817-496-1768
 TEXAS FIRM NO. 10108903
 DATE: SEPTEMBER 2020 JOB NO. RSI91801.00 DRAWN BY: MEM SHEET NO. 1

MATCH LINE STA. 55+00

MATCH LINE STA. 55+00

48.267 ACRES
FINAL PLAT OF
LOTS 14, 15, NORTH
RAYZOR RANCH
DOCUMENT No. 2012-164
P.R.D.C.T.

RAYZOR RANCH
MARKETPLACE APARTMENTS, LLC
INSTRUMENT No. 2016-139106
P.R.D.C.T.

F. BASTON SURVEY
ABSTRACT 43

40,002 ACRES
RANCHHO DRILLERS APPTS, LLC
INSTRUMENT No. 2008-
P.R.D.C.T.

17.98 ACRES
THE ESTATE OF
JESS NEWTON RAYZOR, DECEASED
INSTRUMENT No. 2008-87420
P.R.D.C.T.

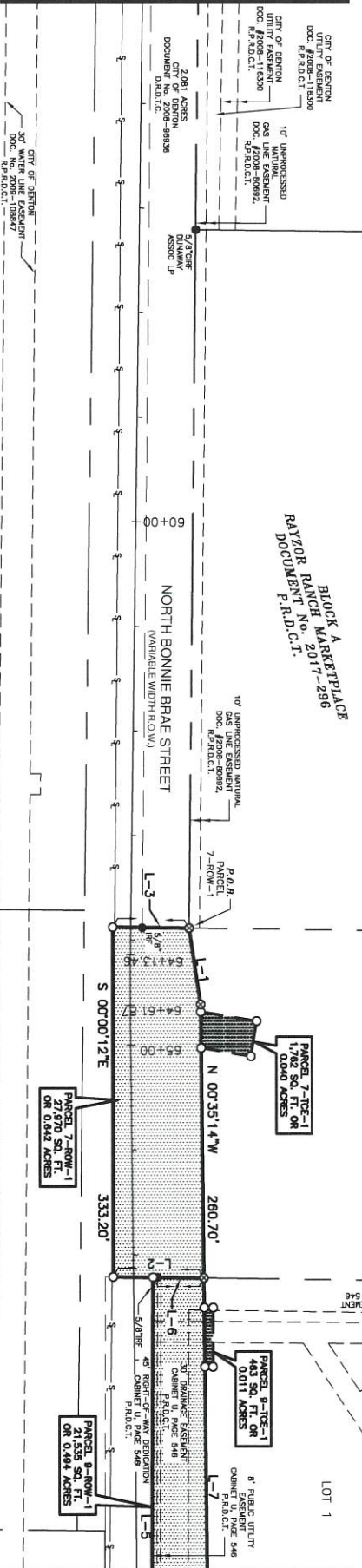
21,205 ACRES
JOSEPH P. DELANEY, BISHOP OF
THE CATHOLIC DIOCESE
OF FORT WORTH 411
VOLUME 594 PAGE 187
DOCUMENT No. 104684
P.R.D.C.T.

BLOCK A THE
CHURCH OF CONCEPTION
IMMACULATE I, PAGE 546
P.R.D.C.T.

LOT 4R

LOT 1

BLOCK A
RAYZOR RANCH MARKETPLACE
DOCUMENT No. 2017-296
P.R.D.C.T.

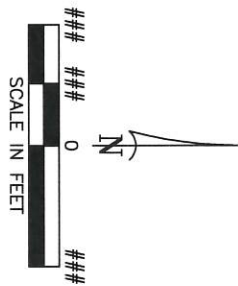


R. BEAUMONT SURVEY
ABSTRACT 31

REMAINDER OF
LOT 133 ACRES
CITY OF DENTON
VOLUME 647 PAGE 245
D.R.D.C.T.

20 ACRES
CITY OF DENTON
VOLUME 594 PAGE 187
D.R.D.C.T.

LINE	BEARING	DISTANCE
-1	N 08°31'17" W	73.581
-2	S 89°11'32" E	86.751
-3	N 89°14'25" W	73.119
-4	S 89°50'29" E	54.888
-5	S 00°14'10" W	415.251
-6	N 89°11'32" W	48.921
-7	N 00°35'14" W	414.731



City of Denton
RIGHT-OF-WAY MAPS
NORTH BONNIE BRAE STREET
STA. 55+00 TO 70+00
NORTH BONNIE BRAE STREET
FROM U.S. 380 TO HWY. 77
GARRONDONA & ASSOCIATES, INC.
1341 W. WOODRINGERBRO LANE
DALLAS, TEXAS 75247
PHONE 214.712.0600 FAX 817.496.1788
TELEX FIRM NO. 10108903

DATE: SEPTEMBER 2020 JOB No. RSI1801.00 DRAWN BY: MEK SHEET NO. 2

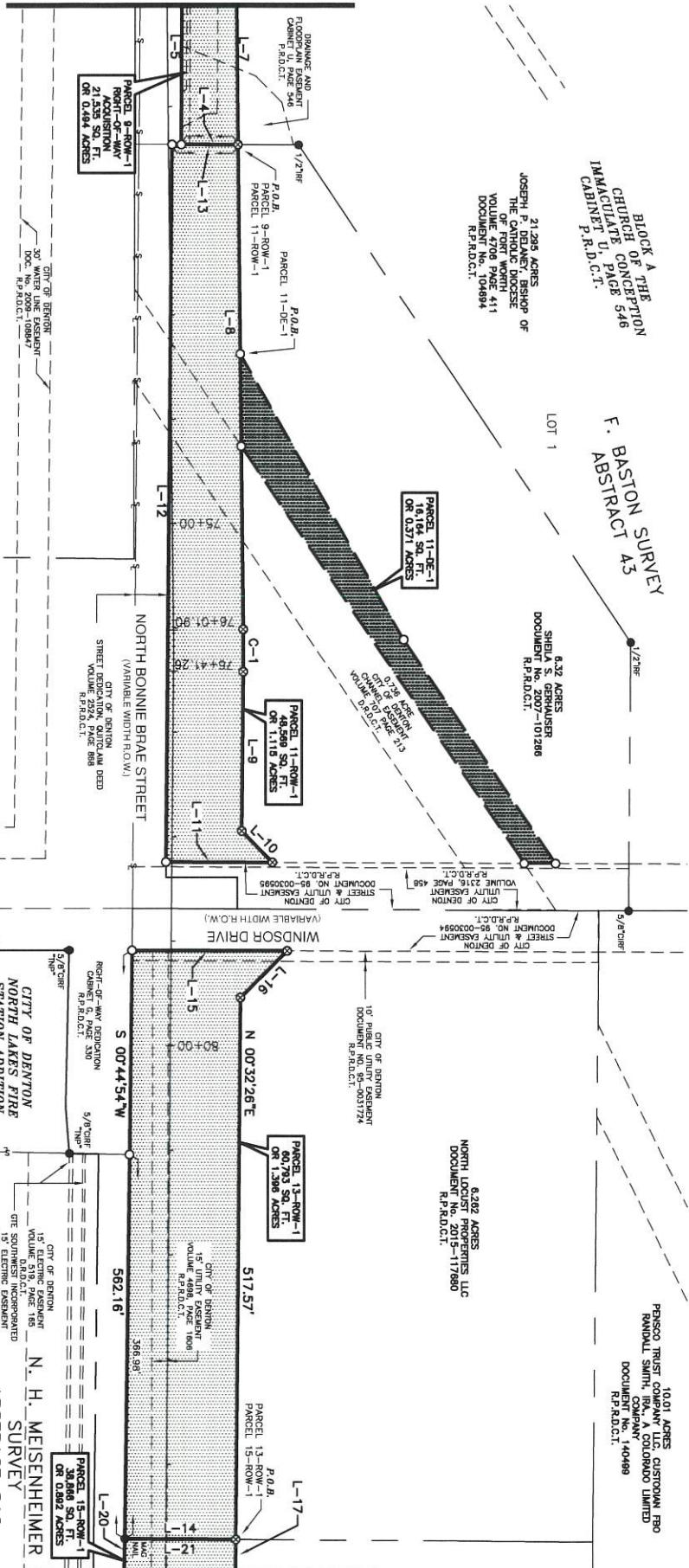
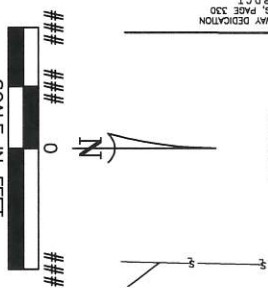
MATCH LINE STA. 70+00

MATCH LINE STA. 70+00

LINE	BEARING	DISTANCE
-4	S 89°50'29"E	54.88
-5	S 00°14'10"W	415.25
-7	N 00°35'14"W	414.75
-8	N 00°35'14"W	464.60
-9	N 00°32'26"E	152.76
-10	N 44°37'59"W	42.13
-11	S 89°46'47"E	103.08
-12	S 00°30'58"W	667.82
-13	N 89°50'29"W	63.93

LINE	BEARING	DISTANCE
-14	S 89°34'37"E	107.33
-15	N 89°46'12"W	150.31
-16	N 45°26'14"E	63.78
-17	N 00°32'26"E	314.67
-20	S 00°48'06"W	359.60
-21	N 89°34'37"W	107.33

LINE	BEARING	DISTANCE
-14	S 89°34'37"E	107.33
-15	N 89°46'12"W	150.31
-16	N 45°26'14"E	63.78
-17	N 00°32'26"E	314.67
-20	S 00°48'06"W	359.60
-21	N 89°34'37"W	107.33



City of Denton

RIGHT-OF-WAY MAPS

NORTH BONNIE BRAE STREET
STA. 70+00 TO 85+00

NORTH BONNIE BRAE STREET
FROM U.S. 380 TO HWY. 77

GORRONDONA & ASSOCIATES, INC.

1341 W. WACKINGBROD LANE
DALLAS, TEXAS 75201
PHONE 214.712.0600 FAX 817.496.1768
TEXAS FIRM NO. 10108903

DATE: SEPTEMBER 2020 JOB NO. RSI91801.00 DRAWN BY: MEM SHEET NO. 3

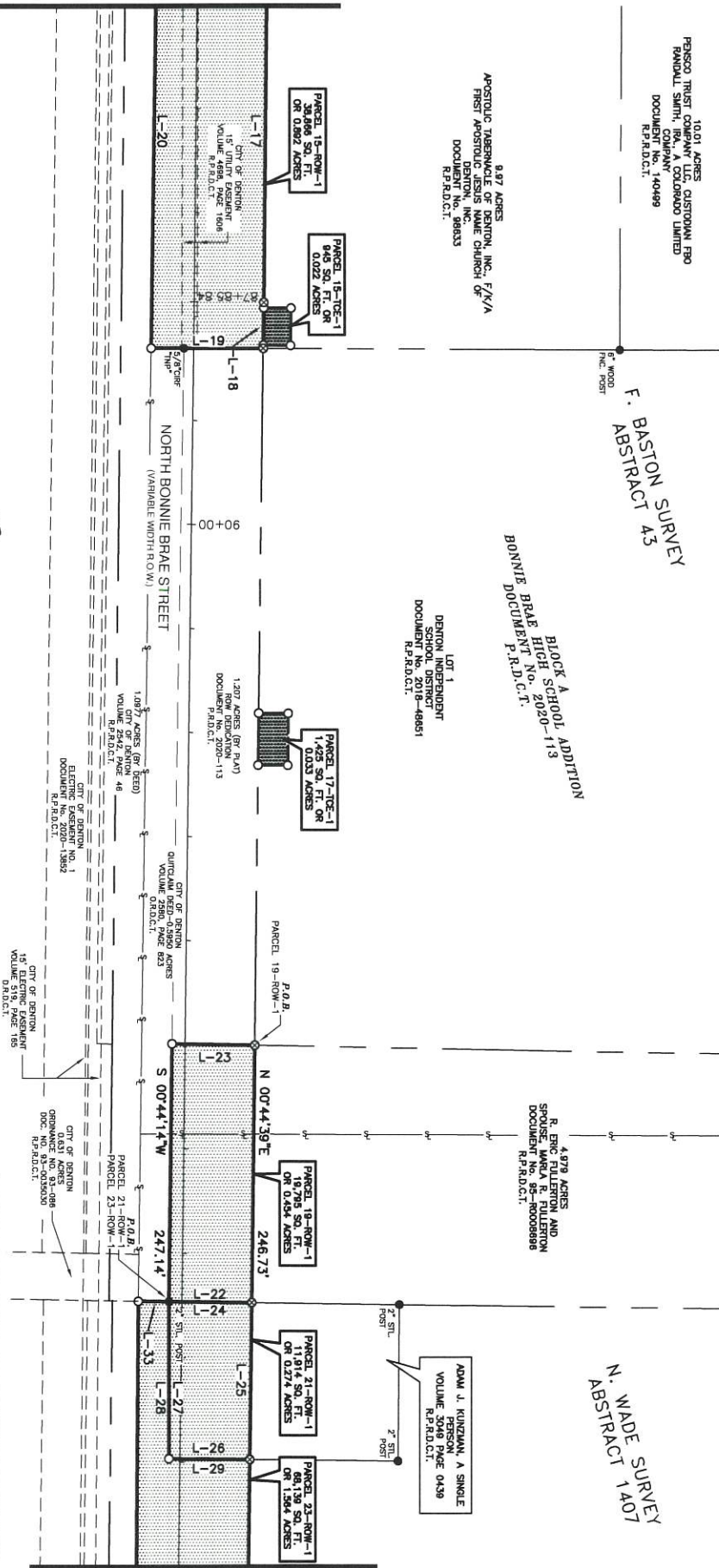
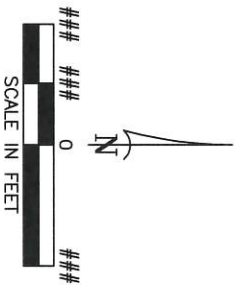
MATCH LINE STA. 85+00

MATCH LINE STA. 85+00

LINE	BEARING	DISTANCE
-17	N 00°32'26"E	314.97
-18	S 89°44'39"E	44.25
-19	S 89°46'34"E	108.81
-20	S 00°48'06"W	359.60
-22	S 89°13'09"E	80.15
-23	N 88°55'30"W	80.18
-24	N 89°13'09"W	80.15
-25	N 00°44'39"E	150.33
-26	S 89°22'48"E	78.25
-27	S 00°01'19"W	150.56
-28	N 00°01'19"E	150.56
-29	N 89°22'48"W	78.25
-33	N 89°18'41"W	29.59

N. H. WEISENHEIMER
ABSTRACT 810

REMAINDER OF 76.38 ACRES
(14.46 ACRES WITHIN BOUNDARY
SECTION 3 TRACT FOURTEEN
J NEWTON RAVZOR
VOLUME 1798 PAGE 801
R.P.D.C.T.



MATCH LINE STA. 100+00

DENTON

City of Denton

RIGHT-OF-WAY MAPS

NORTH BONNIE BRAE STREET
STA. 85+00 TO 100+00

NORTH BONNIE BRAE STREET
FROM U.S. 380 TO HWY. 77

GORRONDONA & ASSOCIATES, INC.

1341 W. MCKINBERD LANE
SUITE 620W
DALLAS, TEXAS 75247
PHONE 214.712.0600 FAX 817.966.1768
TEXAS FIRM NO. 10108903

DATE: SEPTEMBER 2020 JOB NO. R591801.00 DRAWN BY: MEM SHEET NO. 4

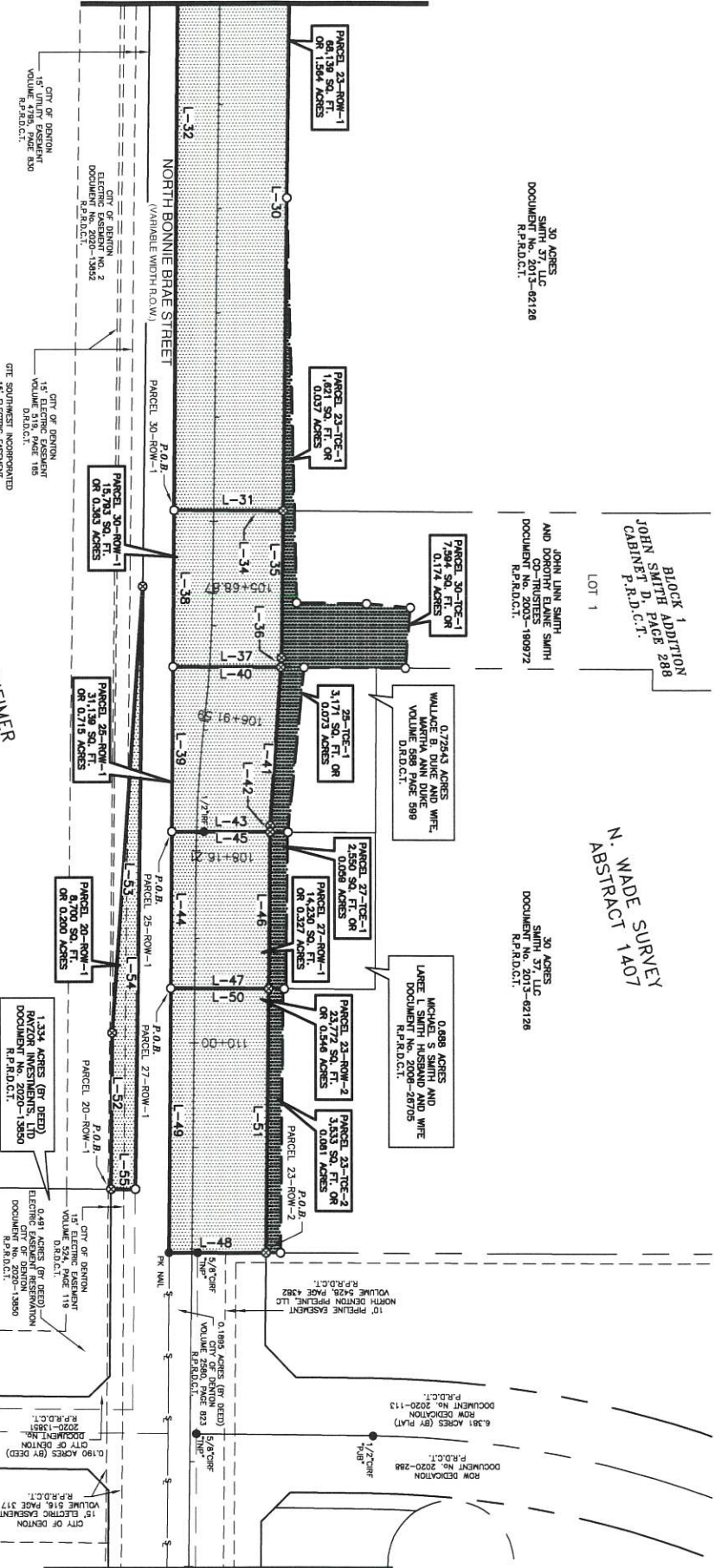
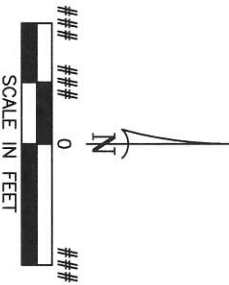
MATCH LINE STA. 100+00

LINE	BEARING	DISTANCE
-30	N 02°28'51"E	892.428
-31	S 80°56'51"W	103.728
-32	S 80°26'20"W	743.727
-33	N 89°39'51"E	140.897
-34	N 03°56'29"E	9.033
-36	S 89°36'51"E	104.48
-37	S 89°36'51"E	104.48
-38	S 00°26'24"W	158.00
-39	S 00°26'24"W	158.00
-40	N 89°36'51"W	152.43
-41	N 03°36'56"E	152.43
-42	N 00°39'00"E	6.16
-43	S 89°36'51"E	95.15

LINE	BEARING	DISTANCE
-44	S 80°26'20"W	150.00
-45	N 89°36'51"E	150.00
-46	N 00°29'51"E	149.99
-47	S 89°36'51"E	94.80
-48	S 89°36'51"E	94.80
-49	S 00°26'24"W	232.86
-50	N 89°36'51"E	232.86
-51	N 00°29'00"E	232.40
-52	S 00°27'13"W	148.36
-53	S 03°36'05"W	428.34
-54	N 00°44'37"E	577.19
-55	S 89°19'41"E	23.35

N. H. WEISENHEIMER
SURVEY
ABSTRACT 810

28.446 ACRES (BY DEED)
SECTION 3 TRACT THIRTEEN
JESS NEWTON RAYZOR,
RAYZOR INVESTMENTS, LTD
EUGENIA RAYZOR MENHUIS,
JUNE RAYZOR ELLIOTT
VOLUME 2020-13850
P.R.D.C.T.



MATCH LINE STA. 115+00

City of Denton

RIGHT-OF-WAY MAPS

NORTH BONNIE BRAE STREET
STA. 100+00 TO 115+00

NORTH BONNIE BRAE STREET
FROM U.S. 380 TO HWY. 77

GORRONDONA & ASSOCIATES, INC.

1341 W. MCKINNEY RD LANE
DALLAS, TEXAS 75247
PHONE 214-712-0600 FAX 817-996-1788
TELEX FIRN NO. 10108903

DATE: SEPTEMBER 2020 JOB No. RRS1901.00 DRAWN BY: MEM SHEET NO. 5

30 ACRES
SMITH 37, LLC
DOCUMENT No. 2013-02128
R.P.R.D.C.T.

JOHN LINA SMITH
AND DONORIT ERNE SMITH
DOCUMENT No. 2003-180972
R.P.R.D.C.T.

30 ACRES
SMITH 37, LLC
DOCUMENT No. 2013-02128
R.P.R.D.C.T.

BLOCK 1 ADDITION
JOHN SMITH PAGE 288
CABINET D.P.R.D.C.T.

N. WADE SURVEY
ABSTRACT 1407

15' ELECTRIC EASEMENT
D.R.D.C.T.
VOLUME 2020-13850
R.P.R.D.C.T.

15' ELECTRIC EASEMENT
D.R.D.C.T.
VOLUME 516 PAGE 317
R.P.R.D.C.T.

15' ELECTRIC EASEMENT
D.R.D.C.T.
VOLUME 119
R.P.R.D.C.T.

15' ELECTRIC EASEMENT
D.R.D.C.T.
VOLUME 119
R.P.R.D.C.T.

15' ELECTRIC EASEMENT
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VOLUME 119
R.P.R.D.C.T.

15' ELECTRIC EASEMENT
D.R.D.C.T.
VOLUME 119
R.P.R.D.C.T.

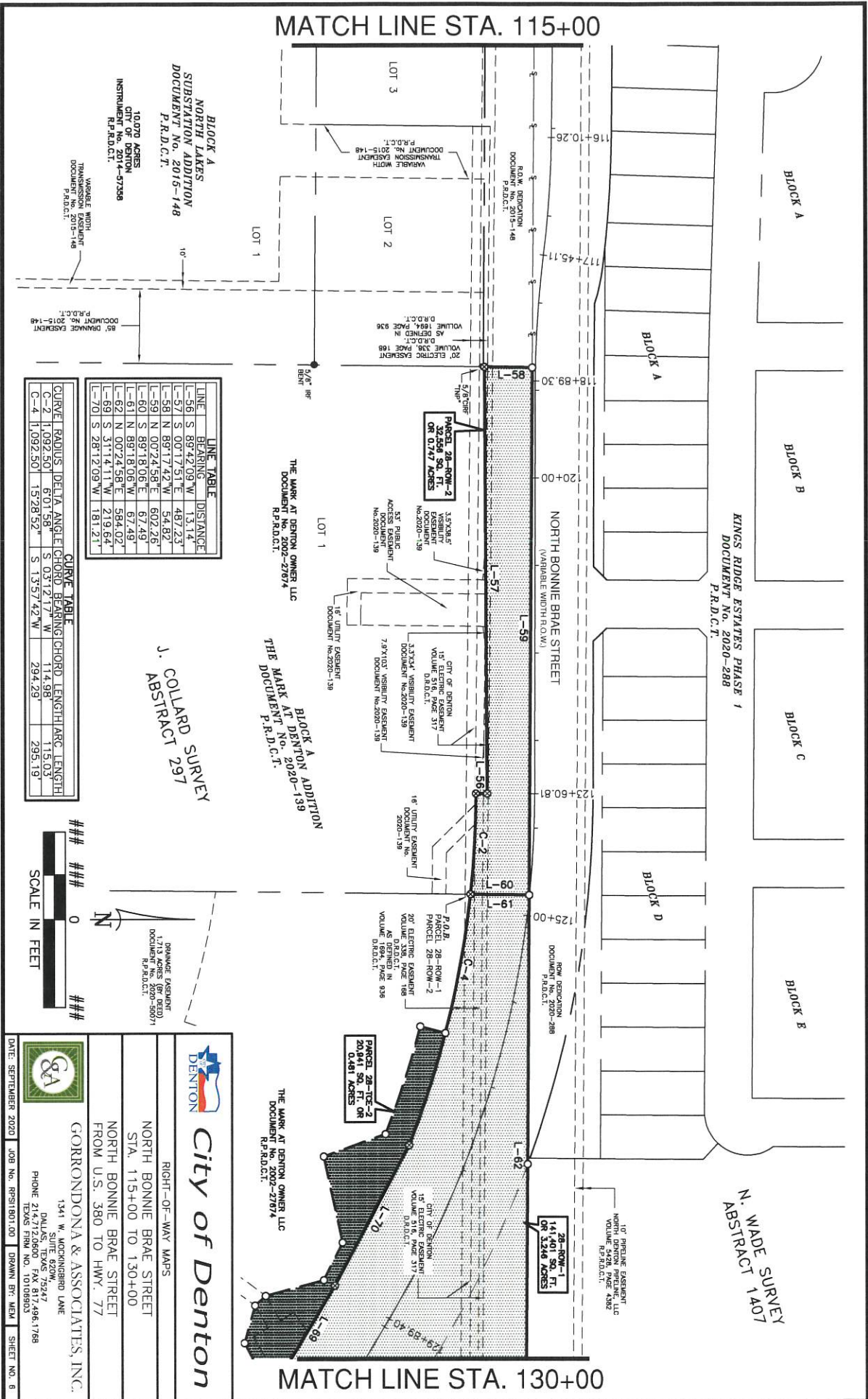
15' ELECTRIC EASEMENT
D.R.D.C.T.
VOLUME 119
R.P.R.D.C.T.

15' ELECTRIC EASEMENT
D.R.D.C.T.
VOLUME 119
R.P.R.D.C.T.

15' ELECTRIC EASEMENT
D.R.D.C.T.
VOLUME 119
R.P.R.D.C.T.

15' ELECTRIC EASEMENT
D.R.D.C.T.
VOLUME 119
R.P.R.D.C.T.

MATCH LINE STA. 115+00



MATCH LINE STA. 130+00

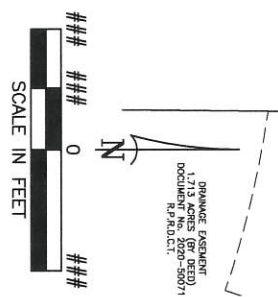
BLOCK A NORTH LAKES SUBSTITUTION ADDITION
 DOCUMENT No. 2016-148
 P.R.D.C.T.
 10.070 ACRES
 CITY OF DENTON
 INSTRUMENT No. 2014-57398
 R.F.D.C.T.
 VARIABLE WIDTH TRANSMISSION EASEMENT
 DOCUMENT No. 2015-148
 P.R.D.C.T.

LINE TABLE

LINE	BEARING	DISTANCE
-56	S 89°42'09" W	13.14
-57	S 00°17'51" E	487.23
-58	N 89°17'42" W	54.82
-59	N 00°24'58" E	602.26
-60	S 89°18'06" E	67.49
-61	N 89°18'06" W	67.49
-62	N 00°24'58" E	584.02
-69	S 31°14'11" W	219.64
-70	S 28°12'09" W	181.21

CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C-2	1,092.501	6°01'58"	S 03°12'17" W	114.98	115.03
C-4	1,092.501	15°28'52"	S 13°57'42" W	294.29	295.19



City of Denton

RIGHT-OF-WAY MAPS

NORTH BONNIE BRAE STREET
 STA. 115+00 TO 130+00

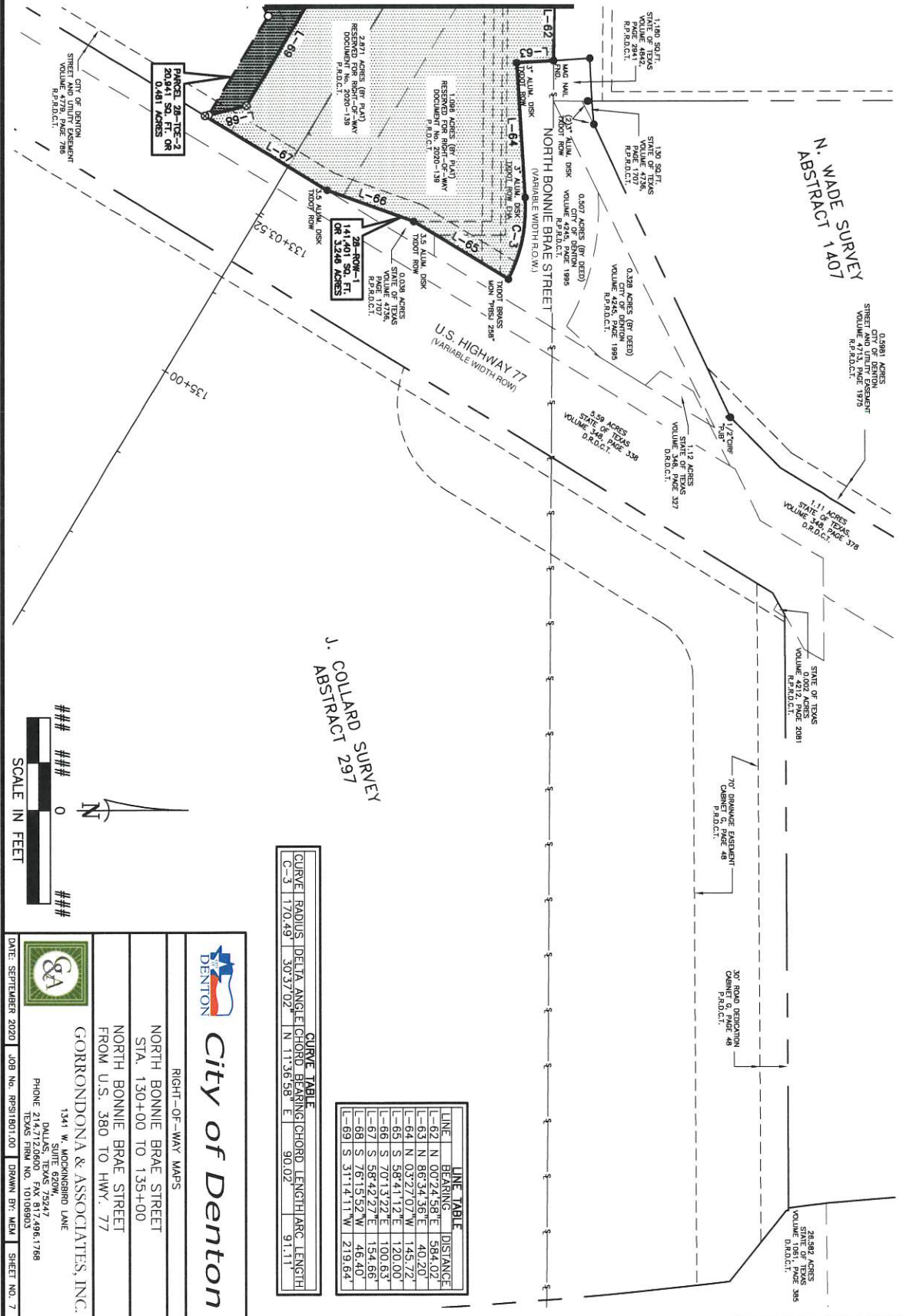
NORTH BONNIE BRAE STREET
 FROM U.S. 380 TO HWY. 77

GORRONDONA & ASSOCIATES, INC.

1341 W. AUCKENBROD LANE
 DALLAS, TEXAS 75247
 PHONE 214.712.0690 FAX 817.496.1788
 TEXAS FIRM NO. 10108903

DATE: SEPTEMBER 2020 JOB No. RPS1801.00 DRAWN BY: MEK SHEET NO. 8

MATCH LINE STA. 130+00



CURVE / RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C-3	170.49°	30°37'02" N	11°36'58" E	90.02'
				91.11'

LINE	BEARING	DISTANCE
-62	N 00°24'58"E	584.02'
-63	N 86°34'36"E	40.20'
-64	N 03°27'07"W	145.72'
-65	S 58°41'12"E	120.00'
-66	S 70°13'22"E	100.63'
-67	S 58°42'27"W	154.66'
-68	S 76°15'52"W	46.40'
-69	S 31°14'11"W	219.64'

City of Denton

RIGHT-OF-WAY MAPS

NORTH BONNIE BRAE STREET
STA. 130+00 TO 135+00

NORTH BONNIE BRAE STREET
FROM U.S. 380 TO HWY. 77

GORRONDONA & ASSOCIATES, INC.

1341 W. WOKKINGBIRD LANE
SUITE 620W, 9247
DALLAS, TX 75226-0600 FAX 817.966.1766
TELEPHONE 214.772.2660 TEXAS PERM. NO. 10106903

DATE: SEPTEMBER 2020 JOB NO. R291801.00 DRAWN BY: MCM SHEET NO. 7

Exhibit C

Well Name	API	County	State
Smith Braewood	4212131917	Denton	TX
Braewood	4212133083	Denton	TX
Parks	4212133026	Denton	TX
Parks	4212133062	Denton	TX
Smith Unit	4212131748	Denton	TX
Payne #1 (Sage Acq)	4212131878	Denton	TX
Payne #2 (Sage Acq)	4212132217	Denton	TX

EXHIBIT 'D'

THE STATE OF TEXAS

COUNTY OF DENTON

ABANDONMENT AND RELEASE OF EASEMENT

This Abandonment and Release and Easement (this "Release") is made by EAGLERIDGE MIDSTREAM LLC AND MARUBENI SHALE INVESTMENT LLC (collectively referred to as the "Owners") in favor of the City of Denton (the "City"), the address of which is _____ Denton, Texas _____.

WHEREAS, Owners (successors in interest to North Denton Pipeline, LLC) own certain easement rights by virtue of its interest in the following described instrument:

10' Pipeline Easement granted to North Denton Pipeline, LLC, recorded under Volume 5428, Page 4382. Real Property Records of Denton County, Texas. (the "Easement"); and

WHEREAS, Owners desire to abandon and release the Easement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the City and Owners hereby agree as follows:

Owners are the successors-in-interest to original Grantee of the Easement, and CITY is the successors-in-interest to Grantor of the Easement with respect to the surface of the land described in the Easement.

Owners hereby terminate and abandon the Easement and release and relinquish all interests in and under the Easement and in the land described in the Easement unto CITY, its successors and assigns.

FOR THE SAME CONSIDERATION, OWNERS SHALL INDEMNIFY AND HOLD HARMLESS CITY FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEY'S FEES, FOR INJURY TO, OR DEATH OF, ANY PERSON, OR FROM DAMAGE TO ANY PROPERTY ARISING OUT OF OWNERS' USE, OPERATION, AND OCCUPANCY OF THE LAND DESCRIBED IN THE EASEMENT OR THE EXERCISE OF ANY RIGHT OR PRIVILEGE UNDER THIS EASEMENT.

EXECUTED this the ____ day of _____, 2025.

EAGLERIDGE MIDSTREAM LLC

By: _____

Name: Mark Grawe
Title: EVP

MARUBENI SHALE INVESTMENT LLC

KIRK KUYKENDALL
TITLE: VICE PRESIDENT

THE STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on _____, 2025, by Mark Grawe as Executive Vice President of EagleRidge Midstream LLC, a Texas limited liability company, on behalf of the company.

Notary Public, State of Texas

THE STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on _____, 2025, by _____, as _____ of Marubeni Shale Investment LLC, a Delaware limited liability company, on behalf of the company.

Notary Public, State of Texas

Certificate Of Completion

Envelope Id: 08774FDD-E505-41FF-8A4C-7B99828B5947
Subject: Complete with Docusign: Abandonment Agreement with Exhibits.pdf
Source Envelope:
Document Pages: 21
Certificate Pages: 5
AutoNav: Enabled
Enveloped Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Sent

Envelope Originator:
Jazmyn Robles
901B Texas Street
Denton, TX 76209
jazmyn.robles@cityofdenton.com
IP Address: 69.39.47.110

Record Tracking

Status: Original
2/21/2025 6:20:57 AM

Holder: Jazmyn Robles
jazmyn.robles@cityofdenton.com

Location: DocuSign

Signer Events

Mark Grawe
MGrawe@eagleridgeenergy.com
EVP
Security Level: Email, Account Authentication
(None)

Signature

Timestamp

Sent: 2/21/2025 6:24:20 AM
Viewed: 2/21/2025 6:25:58 AM

Electronic Record and Signature Disclosure:
Accepted: 2/21/2025 6:25:58 AM
ID: 495738c3-1f56-48ef-87ee-4cac4e3c1eb5

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Seth Garcia
seth.garcia@cityofdenton.com
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Accepted: 2/13/2025 7:46:45 AM
ID: b180af0b-200f-416f-95d8-b5b3c36d9540

Jazmyn Robles
jazmyn.robles@cityofdenton.com
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

2/21/2025 6:24:20 AM

Envelope Summary Events**Status****Timestamps**

Certified Delivered

Security Checked

2/21/2025 6:25:58 AM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Denton (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Denton:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: purchasing@cityofdenton.com

To advise City of Denton of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Denton

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.