

REARRANGEMENT AND ABANDONMENT AGREEMENT
Between
THE CITY OF DENTON
And
EAGLERIDGE ENERGY II LLC, ET AL.

This Agreement (this “Agreement”) is entered into as of the ____ day of _____, 2025, by and between the CITY OF DENTON, a Texas Home Rule Municipal Corporation of Denton County, Texas (the “City”), and EagleRidge Energy II, LLC, USG Properties Barnett II LLC, Marubeni Shale Investment LLC, whose address is 3500 Maple Avenue, Suite 1400, Dallas, TX 75219 (collectively, “Pipeline Owners”), acting herein by and through their duly authorized officers (sometimes hereinafter collectively referred to as the “Parties” and each individually as a “Party”).

WHEREAS, the City is in the process of constructing the Hickory Creek Phase Three Project (the “Project”) in the City of Denton, Texas; and

WHEREAS, construction of the Project makes necessary the relocation, adjustment and lowering of Cardwell Sater Relocation collectively, (“Existing Pipeline Owner Facilities”), as shown on the relocation plans prepared by Pipeline Owners, attached hereto as Exhibit “A” (the “Pipeline Relocation Work”) and the Cost Estimates prepared by Pipeline Owners, attached hereto as Exhibit “B” (“Cost Estimates”); and

WHEREAS, Pipeline Owners are the holders of an easement (“Existing Easement”), attached hereto as Exhibit “C”, that is in direct conflict with the Project; and

WHEREAS, the Project requires the City to acquire the Existing Easement and relocate the pipeline into the City right-of-way as further set forth in the License, as defined below, (the “City ROW”); and

WHEREAS, this City’s acquisition of the Existing Easement will require Pipeline Owners to relocate the Existing Pipeline Owner Facilities; and

WHEREAS there is not an existing alternate easement for Pipeline Owners to use or amend that would meet their relocation needs; and

WHEREAS, there is no available relocation route that avoids use of City ROW; and

WHEREAS, the relocation route proposed by Pipeline Owners is the shortest route in total length and uses the least amount of City ROW; and

WHEREAS, Pipeline Owners have agreed to dedicate the Existing Easement area to the City in exchange for the consideration provided by the City herein, including the City’s grant of a license, for the use of right-of-way for placement of the Existing Pipeline Owner Facilities, in the form attached hereto as Exhibit “D” (the “License”), to accommodate the Existing Pipeline Owner Facilities; and

WHEREAS, the cost of all such rearrangement and/or relocation of the Existing Pipeline Owner Facilities shall be paid by the City;

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

1. The recitals 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. Definitions. As used in this Agreement, the following terms shall have the meaning as defined:

2.01 “Written Notice” shall mean a document, acceptable in form and substance to Pipeline Owners and the City, which the City will issue to Pipeline Owners to authorize the performance of the Pipeline Relocation Work under the terms of this Agreement.

3. General.

3.01 Prior to the initiation of the Pipeline Relocation Work, and as a condition to Pipeline Owners’ obligations hereunder, the City shall: (i) grant to Pipelines Owners a Right of Way License to Use Right of Way in the form attached hereto as the License; and (ii) grant the permit application that will be submitted by Pipeline Owners under Section 1 of the License. In the event of a conflict between the terms of the License and the terms of this Agreement, the terms of this Agreement shall prevail.

3.02 Pipeline Owners’ receipt of all property rights and permit approvals necessary for completion of the Pipeline Relocation Work is a condition precedent to Pipeline Owners’ obligations hereunder. Pipeline Owners will use good faith efforts to acquire property rights necessary from third persons for the Pipeline Relocation Work, if any. If Pipeline Owners are unable to obtain any necessary property rights and permit approvals within one hundred eighty (180) days following full execution of this Agreement, then Pipeline Owners shall so notify the City, in which event, Pipeline Owners’ obligations hereunder shall immediately terminate.

3.03 Subject to the terms and conditions of this Agreement, Pipeline Owners agree and consent to carry out, or cause to carry out, the Pipeline Relocation Work. The Pipeline Relocation Work will be performed in accordance with applicable laws and regulations.

3.04 Pipeline Owners agree to commence the Pipeline Relocation Work within thirty (30) days after the later of (i) Pipeline Owners’ receipt of the Written Notice or (ii) satisfaction of all conditions to Pipeline Owners’ obligations hereunder, subject to delays caused by Force Majeure Events or acts or omissions of any third party. 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.

- 3.05 Following completion of the Pipeline Relocation Work, Pipeline Owners will execute and deliver to the City an Abandonment and Release of Easement in the form attached hereto as Exhibit "E".

4. Costs, Billing, and Payment

- 4.01 The full execution of this Agreement by the parties hereto shall obligate the City and Pipeline Owners to execute the License.
- 4.02 The full execution of this Agreement by the Parties hereto shall obligate the City to make payment to Pipeline Owners, within twenty-one (21) days of receipt of an invoice provided to the City, an amount equal to 50% of the estimated total cost of the Pipeline Relocation Work reflected on the Exhibit B. After completion of the Pipeline Relocation Work, or earlier termination of this Agreement for any reason, and after any and all pertinent third party invoices are received and accounted for by Pipeline Owners, Pipeline Owners will furnish to the City a final statement ("Statement") setting forth the total actual costs incurred by Pipeline Owners for the Pipeline Relocation Work, including, but not limited to, the design, material procurement and/or restocking fees, overhead charges, and/or relocation, construction, and installation of the Existing Pipeline Owner Facilities (the "Total Cost") and pay the balance of the cost of the Pipeline Relocation Work (the difference between the Total Cost and the 50% payment previously paid by the City).

5. Term and Termination

- 5.01 Subject to Section 3.02, this Agreement shall become effective as of the Effective Date and shall not expire prior to the satisfaction of each Party's obligations hereunder. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated in a writing executed by authorized representatives of the City and all Pipeline Owners.
- 5.02 This Section 5.02, and Article 6 (Miscellaneous) shall survive the termination or expiration of this Agreement.

6. Miscellaneous.

- 6.01 Notice. Any notice provided for in this Agreement to be given by any Party to the other Parties, 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:

Sara Hensley
City Manager
215 East McKinney Street
Denton, Texas 76201
Phone: 940-349-7100

With a copy to:

City of Denton
Attn: Seth Garcia, Interim Director
Capital Improvement Projects/City Engineer
215 East McKinney Street
Denton, Texas 76205

To Pipeline Owners:

EagleRidge Energy II LLC
3500 Maple Avenue, Suite 1400
Dallas, Texas 75219
Phone: 214-295-6704
Email: mgrawe@eagleridgenergy.com

With a copy to:

Marubeni Shale Investment LLC
Attn: Kirk Kuykendall
945 Bunker Hill, Suite 700
Houston, Texas 77024

Any Party may change its address or facsimile number for notice by giving the other Parties written notice of same.

- 6.02 Ownership. All Existing Pipeline Owner Facilities are the property of Pipeline Owners, and Pipeline Owners will continue to own all Existing Pipeline Owner Facilities upon completion of the Pipeline Relocation Work.
- 6.03 Assignment. Pipeline Owners shall not sell, assign, transfer or their interest or rights in the Agreement, or any claim or cause of action related thereto in whole or in part, without the prior written consent of the City, which consent shall not be unreasonably withheld. As an express condition of consent to any assignment, Pipeline Owners shall remain liable for completion of the Pipeline Rearrangement Work in the event of default by the assignee.
- 6.04 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.

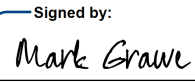
- 6.05 Applicable Law Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. This Agreement is to be performed in whole or in part in Denton County, Texas. Sole venue for any proceeding to construe or enforce any of the terms or conditions of this Agreement, or seeking damages for its breach shall be Denton County, Texas.
- 6.06 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.
- 6.07 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.
- 6.08 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.
- 6.09 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.

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 ENERGY II LLC, AND
EAGLERIDGE OPERATING, LLC

THE CITY:

CITY OF DENTON

Signed by:

50987AE317E3495...
MARK GRAWE
EXECUTIVE VICE PRESIDENT

By: _____
Sara Hensley, City Manager

Date

USG BARNETT PROPERTIES II, LLC

Signed by:

59287AE317E3495...
BY: MARK GRAWE
TITLE: EXECUTIVE VICE

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

Signature

MARUBENI SHALE INVESTMENT LLC

DocuSigned by:

C2416110FEF74C4...
BY: KIRK KUYKENDALL
TITLE: VICE PRESIDENT

Title

Department

11/10/2025

Date

Date

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

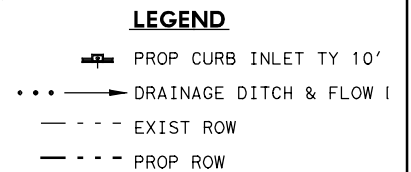
BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

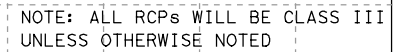
BY: _____

EXHIBIT A

“Pipeline Relocation Work”



PLOT DRIVER: TxDOT_PDF_BW.plt
PENITABLE: I:\58947.tbl
USER: BVERMIST DATE: 12/8/2021 TIME: 5:05:48 PM SCALE: 1:00
FILE: pw:\pwork\user01\HDR_US_Central_ON\Documents\5773\I58947\6.0_CAD_BIM\6.2_WIP\6.2.2_Contract_Files\Sheet_Files\Drawings\HCKDP05.dgn



CITY OF
DENTON
ENGINEERING SERVICES

SHEET 5 OF 8

HDR

A circular professional engineer seal for the State of Texas. The outer ring contains the text "STATE OF TEXAS" at the top and "PROFESSIONAL ENGINEER" at the bottom, separated by two stars on each side. Inside this ring is a five-pointed star. Below the star, the text "RODRIGO VIZCAINO" is written, followed by the license number "95939". At the bottom of the inner circle, the word "LICENSED" is written. The seal is stamped over a document that includes a signature and the name "Rodrigo Vizcaino" in the bottom right corner.

EXHIBIT B
“Cost Estimates”

Harold Hablik

Pipeline superintendent

801 Airway Dr., Suite A, Fort Worth, TX

76106.

817-487-6871



Prepared by: Harold Hablik Date : 5/27/2025

3" Pipeline Relocate Cardwell Sater Cost Estimate

Specs					
Pipe Type	Diameter	Total Footage	Bore Footage	Percent Rock	Construction Duration
ARO " .216 WALL X52 ERW	3"	1100	1000	10%	10 DAYS
# of	# of	# of Meters	# of Valve Sites	Windy or Dry/ Other	
Project Scope	Total Cost	Cost/Ft	\$/Inch Mile	\$/Inch Mile No Fab	% of Total Cost
ROW clearing tress and haul off	\$0.00				
Survey	\$15,000.00				
Production down time	\$2,600.00				
Materials	\$19,507.68				
Construction	\$180,346.40				
Allocated Labor	\$5,000.00				
Inspection	\$4,350.00				
Risk Items	\$34,020.61				
Total Cost	\$260,824.69	0	0	0	100.00%

Well Connect Detailed Cost Summary

ROW					
Expenses	Unit	Days	Quantity	Price Per Unit	Total Cost
ROW Contract Work	Day				
Title	Lot				
Acquistion	Lot				
Road Crossing Permits	Lot				
Total		0	0	0	\$0.00

Survey					
Expenses	Unit	Days	Quantity	Price Per Unit	Total Cost
Survey, Plats, Alignment Sheets	Feet				\$11,000.00
As Builts	Lot				\$4,000.00
Total		0	0	0	\$15,000.00

Inspection					
Expenses	Unit	Days	Quantity	Price Per Unit	Total Cost
X-Ray		3			\$4,350.00

Chief Inspector					
Total		3	0	0	\$4,350.00
Materials					
Expenses	Unit	Days	Quantity	Price Per Unit	Total Cost
FBE Line Pipe		N/A			
ARO Line Pipe		N/A	1100	14.26	\$15,687.59
Pipe Freight		N/A			
Misc. PV&F		N/A			\$3,820.09
Total		0	1100	14.26	\$19,507.68
Construction					
Expenses	Unit	Days	Quantity	Price Per Unit	Total Cost
Base Lay	Feet	10	1,100		\$180,346.40
Double Ditch	LF	N/A		N/A	
Rock Ditch	LF	N/A			
Extra Depth Rock	LF	N/A			
Rock Shield for Rock Ditch	LF	N/A			
Sand Bags	EACH	N/A			
Install Test Leads/Anodes	EACH	N/A			
Move Arouds	EACH	N/A			
Foreign Line Crossings- Rock	EACH	N/A			
Uncased Dirt HDD/Bores	LF	N/A			
Uncased Rock HDD/Bores	LF	N/A			
Fire Watch	DAY	N/A			
Hydro Vac	DAY	N/A			
Abandonments	EACH	N/A			
Hydrotest	EACH	N/A			
Traffic Control	EACH	N/A			
Total		10	1100	0	\$180,346.40
Allocated Labor					
Expenses	Unit	Days	Quantity	Price Per Unit	Total Cost
Project Manager	DAY	10		500	\$5,000.00
Operations Personnel	DAY				
Land	DAY	N/A			
Total		10	0	500	\$5,000.00
Risk Items					
Expenses	Unit	Days	Quantity	Price Per Unit	Total Cost
Mats	EACH	N/A			
15% mark-up (Construction Fees)	LOT	N/A			\$34,020.61
Construction Contingency	LOT	N/A			

Total		0	0	0	\$34,020.61
Production Downtime					
Expenses	Unit	Days	Quantity	Price Per Unit	Total Cost
Company Downtime	EACH	N/A			\$0.00
Contract Downtime	EACH	N/A			\$2,600.00
Total		0	0	0	\$2,600.00

EXHIBIT C

“Existing Easement”

PIPELINE RIGHT-OF-WAY EASEMENT

STATE OF TEXAS

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COUNTY OF DENTON

For and in consideration of Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, hereinafter referred to as Grantor, whether one or more, does hereby grant, bargain, sell and convey to: **CROSSTEX CCNG TRANSMISSION LTD.**, 2501 Cedar Springs, Suite 600, Dallas, Texas 75201, its successors and assigns, hereinafter referred to as Grantee, a perpetual and exclusive right-of-way and easement along a route ten (10.0) feet on either side of the centerline of a pipeline, as constructed, to evidence the center of such route, for the purpose of laying, constructing, maintaining, operating, repairing, replacing, protecting, inspecting, and removing or abandoning in place a pipeline and appurtenances, including but not limited to block valves, vents, meters, cathodic protection, aerial markers, appliances and data communication equipment, for the transportation of oil, gas, petroleum products or any other liquids, gases or other substances which can be transported through pipelines over, under, upon, through and across the following described lands owned by Grantor in Denton County, State of Texas, to wit:

A said 4.4647 acres of land more or less, lying and being situated in the County of Denton, State of Texas, being part of the M. Rogers Survey, Abstract No. 1080, being more fully described in deed to Connie A. Cardwell, dated July 31, 1992, in Vol. 3318 Page 908 recorded in the Public Records of said County and State, to which reference is made for further description,

together with all of the rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but not limited to the free right of ingress and egress over and across the above described lands to and from the above described easement and right-of-way, and the right from time to time to prevent construction or impounding of water and the right to cut all trees, undergrowth and remove other obstructions that may interfere with the use of the pipeline or easement.

For only so long as may be absolutely necessary to construct, maintain, repair or replace any pipeline laid hereunder, Grantor hereby grants Grantee a temporary easement to use an additional strip of land twenty (20) feet in width at the current pad site of an oil and gas well on the above described property being connected to this pipeline (for a total working right-of-way forty (40) feet in width). In addition, in the event that any pipeline should cross any levees, highways, roads, streets, railroads, canals, ditches, bayous, streams or other waterways and pipelines and where the bearing of the easement and right-of-way changes, whatever width is needed by Grantee for the construction and laying of the pipeline and appurtenant facilities, Grantor hereby grants Grantee for the laying, construction, maintaining, operating, repairing, replacing, protecting, inspecting, and removing or abandoning in place of the pipeline(s) an additional temporary easement to use so much of the above described lands adjacent to the easement and right-of-way as is absolutely necessary. The contingent rights to use such lands if necessary shall impose no restriction whatsoever on Grantor's rights to use such lands and the contingent rights granted herein are subject to the rights of Grantor to use such lands for any other purpose whatsoever and Grantee shall not damage any buildings, structures or other improvements made to such lands. Immediately upon the cessation of the use of such lands in connection with a particular operation, Grantee shall restore the surface of such lands to as near its original condition as is reasonably practical and repair or pay for any damages thereto. Grantee agrees to remove from the land described herein or on Grantor's land adjacent hereto all rocks brought to the surface by its operations or construction that are baseball sized or bigger. All spoil from the pipeline construction shall be leveled to a grade even with the adjacent land. Grantee agrees to take into consideration that the replaced soil in the pipeline trench may settle and require additional leveling to be on grade with the adjacent lands. Grantee agrees to replace any fencing removed during its construction with a well built and tightly strung barbed wire fence containing six (6) strands in all.

CROSSTEX CCNG TRANSMISSION, LTD
2501 CEDAR SPRINGS, SUITE 600
DALLAS, TEXAS 75201

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, so long as the right-of-way and easement herein granted is used or useful to Grantee for the purpose herein granted, with ingress to and egress from the easement and right-of-way, and the undersigned hereby binds itself, its heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular said lands unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantor agrees that any payment made for this easement and right-of-way includes full payment for construction damages of the first pipeline constructed. Grantee shall bury all pipelines so that the top will be at least thirty-six inches (36") below the existing ground level. Grantee shall pay for any physical damage to growing crops or fences only caused by the construction, maintenance, operation, repairing, replacement, protecting, inspecting, or removal of the first and subsequent pipeline(s) and appurtenant facilities. Grantor shall not change the grade over any such pipeline or permit any party other than Grantee to change such grade. Before Grantor allows any party other than Grantee to change the grade over the pipeline, Grantor shall (1) point out the exact location of the pipeline to such party, and (2) tell such party about this requirement that the grade over the pipeline is not to be changed. Grantor further agrees not to erect any structures, including but not limited to, any paved roads, buildings, sheds, barns, garages, ponds, pools, or wells, other than fences on the permanent easement. Fences, roadways and pipelines that cross this easement shall run at no less than a 45° angle to the pipeline. Grantor agrees to notify Grantee of any construction of roadways to occur that would effect the Grantee's pipeline.

This Pipeline Right-of-Way Grant shall be binding upon and shall be for the benefit of the heirs, successors, representatives and assigns of Grantor and Grantee, whether assigned, devised, or otherwise transferred in whole or in part by either, and the agreements herein contained shall be covenants running with the lands. No failure to comply with any covenant on the part of Grantee shall be construed as a breach of this grant unless and until written notice has first been given to Grantee that Grantor believes Grantee has failed to comply with such covenant, setting out the grounds therefore, and Grantee has failed to correct such failure within thirty (30) days after receipt of such notice or has failed to correct such failure within thirty (30) days after final determination, by agreement or by litigation in a court of competent jurisdiction, that a breach, in fact, exists.

Grantor has the right to fully use and enjoy said lands except for the purposes herein granted to Grantee, provided such use does not unreasonably interfere with the pipeline(s) and appurtenances thereto. It is agreed that this grant covers all the agreements between the parties and that no representation or statements, verbal or written, have been made modifying, adding to or changing the terms of this Pipeline Right-of-Way Grant.

This instrument may be executed in multiple counterparts with each separate counterpart consisting of a valid and binding conveyance. Each of the undersigned agree that for recording purposes their respective signature pages and acknowledgments may be removed for their respective counterpart and attached to a single original of this instrument.

IN WITNESS WHEREOF, Grantor has executed this Pipeline Right-of-Way Grant this 2 day of April, 2004.

GRANTOR

Connie A. Cardwell
Connie A. Cardwell

CROSSTEX CCNG TRANSMISSION, LTD
2501 CEDAR SPRINGS, SUITE 600
DALLAS, TEXAS 75201



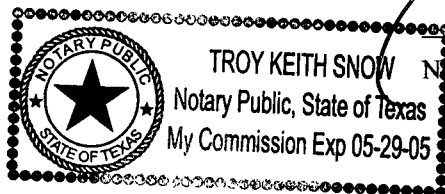
STATE OF TEXAS

COUNTY OF DENTON

BEFORE ME, the undersigned authority, on this day personally appeared Connie A. Cardwell, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 2 day of April, 2004.

Seal



Troy Keith Snow
Notary Public, State of Texas

TENANT'S CONSENT

The undersigned tenant and/or holder of a surface lease on the above described lands does hereby grant his consent and approval to the above described grant, and the full use and exercise thereof, subject to the condition that any and all damages sustained to his crops and other property on the lands, as a result of the exercise of the rights under this consent, shall be paid to him.

Executed this the ____ day of _____, 200__.

CROSSTEX CCNG TRANSMISSION, LTD.
2501 CEDAR SPRINGS, SUITE 600
DALLAS, TEXAS 75201



PIPELINE RIGHT-OF-WAY EASEMENT

STATE OF TEXAS

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COUNTY OF DENTON

For and in consideration of Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, hereinafter referred to as Grantor, whether one or more, does hereby grant, bargain, sell and convey to: **CROSSTEX CCNG TRANSMISSION LTD.,** 2501 Cedar Springs, Suite 600, Dallas, Texas 75201, its successors and assigns, hereinafter referred to as Grantee, a perpetual and exclusive right-of-way and easement along a route ten (10.0) feet on either side of the centerline of a pipeline, as constructed, to evidence the center of such route, for the purpose of laying, constructing, maintaining, operating, repairing, replacing, protecting, inspecting, and removing or abandoning in place a pipeline and appurtenances limited to meters, cathodic protection, and aerial markers for the transportation of oil, gas, petroleum products or any other liquids, gases or other substances which can be transported through pipelines over, under, upon, through and across the following described lands owned by Grantor in Denton County, State of Texas, to wit:

A said 2.61 acres of land more or less, lying and being situated in the County of Denton, State of Texas, being part of the M. Rogers Survey, Abstract No. 1080, being more fully described in deed to E. D. Calvert Jr. and William Thomas Calvert, dated September 28, 1984, in Vol. 1496 Page 921 recorded in the Public Records of said County and State, to which reference is made for further description,

together with all of the rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but not limited to the free right of ingress and egress over and across the above described lands to and from the above described easement and right-of-way, and the right from time to time to prevent construction or impounding of water and the right to cut all trees, undergrowth and remove other obstructions that may interfere with the use of the pipeline or easement.

For only so long as may be absolutely necessary to construct, maintain, repair or replace any pipeline laid hereunder, Grantor hereby grants Grantee a temporary easement to use an additional strip of land twenty (20) feet in width at the current pad site of an oil and gas well on the above described property being connected to this pipeline (for a total working right-of-way forty (40) feet in width). In addition, in the event that any pipeline should cross any levees, highways, roads, streets, railroads, canals, ditches, bayous, streams or other waterways and pipelines and where the bearing of the easement and right-of-way changes, whatever width is needed by Grantee for the construction and laying of the pipeline and appurtenant facilities, Grantor hereby grants Grantee for the laying, construction, maintaining, operating, repairing, replacing, protecting, inspecting, and removing or abandoning in place of the pipeline(s) an additional temporary easement to use so much of the above described lands adjacent to the easement and right-of-way as is absolutely necessary. The contingent rights to use such lands if necessary shall impose no restriction whatsoever on Grantor's rights to use such lands and the contingent rights granted herein are subject to the rights of Grantor to use such lands for any other purpose whatsoever and Grantee shall not damage any buildings, structures or other improvements made to such lands. Immediately upon the cessation of the use of such lands in connection with a particular operation, Grantee shall restore the surface of such lands to as near its original condition as is reasonably practical and repair or pay for any damages thereto. Grantee agrees to remove from the land described herein or on Grantor's land adjacent hereto all rocks brought to the surface by its operations or construction that are baseball sized or bigger. All spoil from the pipeline construction shall be leveled to a grade even with the adjacent land. Grantee agrees to take into consideration that the replaced soil in the pipeline trench may settle and require additional leveling to be on grade with the adjacent lands. Grantee agrees to replace any fencing removed during its construction with a well built and tightly strung barbed wire fence containing six (6) strands in all.

CROSSTEX CCNG TRANSMISSION, LTD.
2501 CEDAR SPRINGS, SUITE 600
DALLAS, TEXAS 75201



TO HAVE AND TO HOLD unto Grantee, its successors and assigns, so long as the right-of-way and easement herein granted is used or useful to Grantee for the purpose herein granted, with ingress to and egress from the easement and right-of-way, and the undersigned hereby binds itself, its heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular said lands unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantor agrees that any payment made for this easement and right-of-way includes full payment for construction damages of the first pipeline constructed. Grantee shall bury all pipelines so that the top will be at least thirty-six inches (36") below the existing ground level. Grantee shall pay for any physical damage to growing crops or fences only caused by the construction, maintenance, operation, repairing, replacement, protecting, inspecting, or removal of the first and subsequent pipeline(s) and appurtenant facilities. Grantor shall not change the grade over any such pipeline or permit any party other than Grantee to change such grade. Before Grantor allows any party other than Grantee to change the grade over the pipeline, Grantor shall (1) point out the exact location of the pipeline to such party, and (2) tell such party about this requirement that the grade over the pipeline is not to be changed. Grantor further agrees not to erect any structures, including but not limited to, any paved roads, buildings, sheds, barns, garages, ponds, pools, or wells, other than fences on the permanent easement. Fences, roadways and pipelines that cross this easement shall run at no less than a 45° angle to the pipeline. Grantor agrees to notify Grantee of any construction of roadways to occur that would effect the Grantee's pipeline.

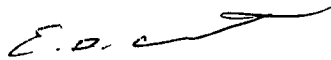
This Pipeline Right-of-Way Grant shall be binding upon and shall be for the benefit of the heirs, successors, representatives and assigns of Grantor and Grantee, whether assigned, devised, or otherwise transferred in whole or in part by either, and the agreements herein contained shall be covenants running with the lands. No failure to comply with any covenant on the part of Grantee shall be construed as a breach of this grant unless and until written notice has first been given to Grantee that Grantor believes Grantee has failed to comply with such covenant, setting out the grounds therefore, and Grantee has failed to correct such failure within thirty (30) days after receipt of such notice or has failed to correct such failure within thirty (30) days after final determination, by agreement or by litigation in a court of competent jurisdiction, that a breach, in fact, exists.

Grantor has the right to fully use and enjoy said lands except for the purposes herein granted to Grantee, provided such use does not unreasonably interfere with the pipeline(s) and appurtenances thereto. It is agreed that this grant covers all the agreements between the parties and that no representation or statements, verbal or written, have been made modifying, adding to or changing the terms of this Pipeline Right-of-Way Grant.

This instrument may be executed in multiple counterparts with each separate counterpart consisting of a valid and binding conveyance. Each of the undersigned agree that for recording purposes their respective signature pages and acknowledgments may be removed for their respective counterpart and attached to a single original of this instrument.

IN WITNESS WHEREOF, Grantor has executed this Pipeline Right-of-Way Grant this 31st day of March, 2004.

GRANTOR



E.D. Calvert Jr.



William Thomas Calvert

CROSSTEX CCNG TRANSMISSION, LTD.
2501 CEDAR SPRINGS, SUITE 600
DALLAS, TEXAS 75201

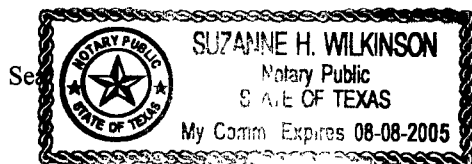


STATE OF TEXAS

COUNTY OF DENTON

BEFORE ME, the undersigned authority, on this day personally appeared E. D. CALVERT, JR.,
_____, known to me to be the person whose name is subscribed to the foregoing
instrument, and acknowledged to me that he/she executed the same for the purposes and consideration
therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 31st day of MARCH, 2004.



Suzanne H. Wilkinson
Notary Public, State of TEXAS

EXHIBIT D

“License”

RIGHT OF WAY/RELOCATION AND LICENSE TO USE CERTAIN CITY

PROPERTY FOR PLACEMENT OF GAS PIPELINES

THE STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DENTON	§	

THAT the City of Denton, Texas, a home rule municipal corporation (“Licensor” or “City”), acting by and through its duly authorized City Manager, or their designee, for the consideration set out below, the receipt and sufficiency of which is hereby acknowledged, does hereby grant unto, EagleRidge Operating LLC, EagleRidge Energy II, LLC, USG Properties Barnett II LLC, Marubeni Shale Investment, LLC, whose address is 3500 Maple Avenue, Suite 1400, Dallas, TX 75219 (collectively “Licensees”), and their respective successors and assigns, the right to enter upon, construct, operate, maintain, repair, replace and expand natural gas pipelines in certain parcels of land or easements owned by the City of Denton in Denton County, Texas, and to cross roads, streets and easements under the jurisdiction of Licensor as described in attached Exhibit “A”, attached hereto and incorporated herein by reference (“Licensed Premises”), all pursuant to the terms and conditions of this agreement (“License”).

Section 1- Right-of-Way Permit Application.

In association with the grant of this License, Licensees shall submit a complete online Right-of-Way Permit application (“Permit”) <https://www.cityofdenton.com/937/Right-of-Way-Permits>, pursuant to Code of Ordinances Chapter 25, Division 3 – Right-of-Way Construction Management, for this License, comprising of plans accurately showing the proposed location, course and alignment of the proposed pipeline(s); a written application, which application shall show the time, manner, means and method of the proposed construction, the particular commodity proposed to be transported through the pipelines and the maximum pressure and maximum temperature under which the same may be pumped or otherwise caused or permitted to flow through any and all of the particular portions of the pipelines. The Permit application includes, but not limited to:

- a. Maps or schematic drawings, in a format to be approved by City showing the route within the City of each pipeline including its location and elevation in every street;
- b. The diameter, normal operating pressure range and the maximum allowable operating pressure of each existing pipeline, other than a gathering system, within the City;

- c. The materials transported by each existing pipeline within the City;
- d. The location of shutoff valves for every segment of a pipeline in a street;
- e. The business address and telephone number of the person responsible for the operation of each existing pipeline;
- f. The business address and telephone number of the owner of each existing pipeline;
- g. The telephone number of at least one emergency contact available on a 24-hour basis; and,
- h. Certificates of insurance for the coverages set forth in this License; and;
- i. The name, address, and telephone number of Licensees.
- j. Such other information as the City shall reasonably request that relates to placement of the pipelines in the streets.

Said plans shall consist not only of the plan but also of a suitable profile, accurately showing the location of all cutoff valves relative to the location of all streets or alleys across or along which the proposed pipelines shall be laid. No construction shall begin until such plans have been reviewed and approved by the office of the City Engineer. The Permit application is incorporated herein. Additional bonds will not be required as long as the Licensees already have bonds on file with the City. In the event that the bonds on file lapse, Licensees agree to comply with the then current bonding requirements as set forth in the Right of Way Ordinance.

Section 2. Terms and Conditions.

For and in consideration of the execution of this License and the mutual promises and covenants of the parties hereto, it is mutually promised, understood, and agreed as follows, to wit:

- 1. Term.** This License shall be for a term of twenty (20) years unless terminated earlier as provided hereafter.
- 2. Material transported.** Licensees may operate pipelines authorized under this License for the purpose of transporting the material or materials indicated in the application or in accordance with any notice filed with the City Engineer pursuant to subsection 3. below. If Licensees change the material transported in a pipeline, the Licensees shall notify the City Engineer in accordance with subsection 3. below.
- 3. Updating information.** Licensees shall provide final plans within 30 days after changes occur. Licensees shall not transport in a pipeline any material materials other than gas and associated byproducts or operate pipelines in excess of their maximum operating pressure or disable any shutoff valve, without notifying the City Engineer of

such change ten days or more prior to such change. Upon request by the City Engineer, made no more frequently than annually, Licensees shall certify in writing to the City Engineer that Licensees' information filed with the City is true, correct, and complete. For the purpose updating information or notice by Licensees to City Engineer, the mailing address is as follows: Attn: City Engineer, 401 North Elm Street, Denton, Texas, 76201-4137.

4. Option to Terminate. Licensees shall have the option to terminate this License at any time upon giving the Licensors written notice sixty (60) days in advance of such termination.

5. Option to Terminate. Licensors shall have the option to cancel and terminate this License for failure of Licensees to comply with any provisions or requirements contained in this License after one-hundred-twenty (120) days written notice. However, Licensees shall have the right to remedy or correct any such failure, after the notice of failure is received. In the event such failure is cured within the notice period, this License shall not terminate. In the event Licensors elects to terminate under this section due to another rearrangement or relocation, Licensors and Licensees shall enter into a rearrangement agreement whereby Licensors agrees to cover the costs of such relocation consistent with current City of Denton ordinances and policies.

6. Condition Upon Termination. In the event a pipeline that is permitted by this License becomes an abandoned pipeline; Licensees shall notify the City Engineer as soon as practicable. Upon termination of this License, at Licensees' option, Licensees shall abandon the Licensed Premises by either physically retiring the gas pipelines or abandoning the gas pipeline in place, as per applicable Railroad Commission of Texas standards.

7. Abandoned pipeline. Subject to all federal, state, and local requirements, in the event a pipeline that is permitted by this License becomes an abandoned pipeline; Licensees shall notify the City Engineer as soon as practicable. The City may request the Licensees to remove such abandoned pipeline from the street, at City's expense following a similar process as laid out in Section 5, (and if objected to by Licensees, only if City Council so directs), and in such instance, Licensees shall obtain a separate Right-of-Way Permit for such pipeline removal work and effect such removal within 120 days of Right-of-Way Permit approval by the City. Licensees shall not be required to pay any fees under this License for an abandoned pipeline following the date of its abandonment; however, Licensees shall not be allowed any credit or rebate for any fees previously paid for an abandoned pipeline.

8. City Inspection. The City retains the right to make visual, non-invasive inspections of the pipeline and on request of the City from time to time, to require Licensees to provide available records or data to demonstrate their current compliance with the terms of this License.

9. Consideration. Aside from any requisite fees associated with the Right-of-Way

Permit referenced herein, the usual and customary street right-of-way use fees shall be suspended and waived for this License as long as Licensees comply with the Rearrangement Agreement with the Licensor. This License is being issued to allow the Licensees to relocate their pipelines to an available location and to accommodate conflicts brought about by the City's public improvement projects. In addition, the City will reimburse Licensees for all costs associated with relocation of this existing pipeline and any future requests to relocate this pipeline and right-of-way within thirty (30) days of receipt of the detailed costs by Licensees.

10. Renewal. This License and easement shall automatically renew and extend the term of this License for (a) two additional terms of twenty (20) years upon notice by Licensees or (b) as long as Licensees are flowing gas through the pipeline; provided, however, this License shall automatically terminate at the earlier of the occurrence of (a) or (b).

11. Construction Upon Execution. Licensees shall have the right to begin construction of gas pipeline upon the execution of this License by all parties hereto and issuance of the Permit as referenced in Section 1 above. The placement of the gas pipelines shall interfere as little as practicable with the use of the streets, sidewalks, alleys, easements, or private property and shall be in accordance with the directives of the City Engineer of the City of Denton. Licensees shall provide "as built drawings" to the office of the City Engineer upon construction of the gas pipelines depicted in Exhibit "A".

12. Insurance. Licensees shall provide or cause to be provided to the City any and all requisite documentation pursuant to Code of Ordinances Chapter 25, Division 3 – Right-of-Way Construction Management, Section 25-83 (Insurance) and Section 25-85 (Bonds), as further articulated below:

- Insurance requirements.

(A) Franchise utility or utility applying for a permit shall obtain, maintain, and provide proof of each of the following types of insurance and coverage limits:

(1) Commercial general liability on an occurrence form with minimum limits of five million dollars (\$5,000,000.00) per occurrence and ten million dollars (\$10,000,000.00) aggregate. Limits can be certified by a combination of General Liability and Umbrella/Excess policies. This coverage shall include the following:

- a. Products/completed operations to be maintained for one (1) year.
- b. Personal and advertising injury.
- c.
- d. Explosion, collapse, or underground (XCU) hazards.
- e. Contractual liability.

(2) Automobile liability coverage with a minimum policy limits of one million dollars (\$1,000,000) combined single limit. This coverage shall include all owned, hired, and non-owned automobiles.

(3) Workers' compensation and employer's liability coverage. Statutory coverage limits for Coverage A and five hundred thousand dollars (\$500,000) Coverage B employers' liability is required.

(4) Pollution liability insurance which provides coverage for sudden and accidental environmental contamination with minimum limits of liability of five million dollars (\$5,000,000).

(B) Right-of-way users, other than franchise utilities or utilities, applying for a permit shall obtain, maintain, and provide proof of insurance for the same types of insurance coverages outlined in subsection (a) above; however, the policy limits under the general liability insurance shall be one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate. All other coverage provisions outlined in subsection (a) above shall apply.

(C) The method for proof of insurance is a certified copy of the insurance policy. The franchise utility and utility shall obtain and maintain insurance throughout the time it has facilities in the right-of-way.

(D) Pursuant to V.T.C.A. Utilities Code § 53.064 and for purposes of this subsection, the City will accept certificates of self-insurance issued by the State of Texas or letters written by the franchise utility or utility in those instances where the state does not issue such letters, which provide the same coverage as required herein. However, certificates of self-insurance must be approved in advance by the City Risk Manager.

(E) The right-of-way user shall furnish, at no cost to the City, copies of certificates of insurance evidencing the coverage required by this section to the City. If the City requests a deletion, revision or modification, the right-of-way user shall exercise reasonable efforts to pay for and accomplish the change.

(F) The right-of-way user shall file and maintain proof of insurance with the City Engineer. An insurance certificate obtained in compliance with this section is subject to City approval, through the City Risk Manager. The City may require the certificate to be changed to reflect changing liability limits. A right-of-way user shall immediately advise the City Attorney of actual or potential litigation that may develop which may affect an existing carrier's obligation to defend and indemnify the City.

(1) Such insurance shall be kept in full force and effect during the period for which a permit. The required insurance policies shall protect the agency or public infrastructure contractor and include the City as an additional insured. The insurance shall be primary coverage for losses covered by the policies.

13. LIABILITY

TO THE EXTENT ALLOWED BY LAW, LICENSEES SHALL BE LIABLE TO THE CITY FOR ANY DAMAGE OR LOSS OCCASIONED BY ANY ACT AND/OR OMISSION BY LICENSEES OCCURRING IN CONNECTION WITH THEIR CONSTRUCTION, AND SUBJECT TO STATE LAW, LICENSEES SHALL FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS COUNCILMEMBERS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES AND VOLUNTEERS FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, JUDGMENTS, LOSSES, COSTS, DEMANDS, CLAIMS, EXPENSES (INCLUDING ATTORNEY'S FEES), DAMAGES, AND LIABILITIES OF EVERY KIND TO WHICH THE CITY, ITS

COUNCILMEMBERS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES AND VOLUNTEERS MAY BE SUBJECTED FOR INJURY OF ANY TYPE, DEATH OR PROPERTY DAMAGE ARISING FROM OR CONNECTED WITH ANY SUCH ACT AND/OR OMISSION. THE CITY SHALL PROMPTLY NOTIFY LICENSEES, AT THE ADDRESS SET FORTH HEREIN, OR LAST KNOWN ADDRESS, OF ANY CLAIM, SUIT OR DEMAND SERVED UPON THE CITY AND ALLEGING NEGLIGENT OR WRONGFUL CONDUCT BY LICENSEES IN CONNECTION WITH THEIR CONSTRUCTION.

14. INDEMNIFICATION.

(A) TO THE EXTENT AUTHORIZED BY LAW, LICENSEES HEREBY INDEMNIFY, AND HOLD THE CITY AND ITS OFFICERS AND EMPLOYEES HARMLESS FROM AND AGAINST ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS, LIENS, LOSSES, EXPENSES, FEES (INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS OF DEFENSE), PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY, AND SUITS OF ANY KIND AND NATURE, INCLUDING PERSONAL OR BODILY INJURY (INCLUDING DEATH), PROPERTY DAMAGE, OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT THAT IS FOUND BY A COURT OF COMPETENT JURISDICTION TO BE CAUSED SOLELY BY THE NEGLIGENT ACT, ERROR, OR OMISSION OF LICENSEES OR ANY LICENSEE AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, AFFILIATE, OR SUBCONTRACTOR, WHILE INSTALLING, REPAIRING, OR MAINTAINING LICENSEES' FACILITIES IN THE RIGHT-OF-WAY.

(B) THE INDEMNITY PROVIDED BY THIS SUBSECTION DOES NOT APPLY TO ANY LIABILITY RESULTING FROM THE NEGLIGENCE OF THE CITY, ITS OFFICERS, EMPLOYEES, CONTRACTORS, OR SUBCONTRACTORS. IF LICENSEE AND THE CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF STATE WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER STATE LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER STATE LAW.

(C) THIS SECTION IS SOLELY FOR THE BENEFIT OF THE CITY AND LICENSEES AND DOES NOT CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON.

15. Subordination. This License is subordinate to the Licensor's interests in the Licensed Premises. Licensor reserves the right to use the Licensed Premises and the airspace above the Licensed Premises for any public purpose allowed by law and to do and permit to be done, any work in connection therewith which may be deemed necessary or proper by the Licensor on, across, along, under or over said Licensed Premises. In this instance of License grant, the reasonable and customary costs for any physical relocation required of Licensees' gas pipeline facilities within the Licensed

Premises, that are deemed by the City Engineer to be in conflict with any future City public works improvement initiative, then such gas pipeline relocation costs shall be reimbursable to Licensees by Licensors, subject to Licensors' review and approval of a cost estimate provided by Licensees, prior to commencement of that gas pipeline relocation work activity.

16. Performance Bond. Licensees may add additional gas pipelines and the Director of Engineering shall determine the amount of the performance bond for additional gas pipelines as approved by the Licensors in accordance with this License. In any event the amount of the performance bond shall not exceed fifty thousand dollars \$50,000. The performance bond shall be executed by a surety company authorized to do business in the State of Texas in accordance with Chapter 2253 of the Texas Government Code.

17. Conflicts. In the event of any conflict between the parties hereto such that either party brings or commences any legal action or proceeding related to this agreement, including, but not limited to any action pursuant the provisions of the Texas Uniform Declaratory Judgments Act (Tex. Civ. Prac. & Rem. Code §37.001, et. seq.), the parties hereto agree to waive any and all rights to attorneys fees to which the prevailing party might otherwise be entitled.

18. Notice. Any notice or communication required in the administration of this License shall be sent to the Licensors as follows:

City Manager of the City of Denton
215 E. McKinney
Denton, Texas 76201

Any notice or communication required in the administration of this License shall be sent to the Licensees as follows:

EAGLERIDGE ENERGY II LLC
ATTN: Mark Grawe, Executive Vice President
3300 Oak Lawn Ave., Suite 500,
Dallas, Texas 75219
Telephone No.: 214-295-6704

19. Police Powers. Licensees are subject to all police powers of the City of Denton in the placement and maintenance of their gas pipelines, as well as all other ordinances as currently exist and as may be amended in the future of the City of Denton. The City of Denton retains regulatory authority over all health, welfare and safety issues that may arise in regard to the transport of gas in the pipelines, except to the extent preempted by State or Federal law. Licensors shall have the right to inspect Licensors' safety reports and to require the physical inspection or review of the gas pipelines by the City Engineer, or their designee, of the City of Denton. In this instance of License grant, the reasonable and customary costs for any physical inspection or review of the gas pipelines required by the City Engineer will be reimbursable by Licensors, subject to

Licensor's review and approval of an estimate provided by Licensees, prior to that work activity.

20. Transferrable. The rights granted by this License inure to the benefit of the Licensor. Unless otherwise consented to by Licensor evidenced by a writing executed by both parties, the rights granted by the License to the Licensees may only be transferred in the event of a sale of all or substantially all of the assets of Licensees upon written notice to Licensor.

21. Transfer or Partial Assignment. Except as otherwise provided herein, or except as may be hereafter determined by the parties, no party to this License may sell, assign, partially assign or transfer its interest in this License, or any of its right, duties, or obligations hereunder, without the prior written consent of the other party. Whenever the consent or the approval of a party is required, such party shall not unreasonably withhold, delay, or deny such consent or approval.

22. Waiver. No waiver or modification of this License or of any covenant, condition, limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith. No evidence of any waiver or modification shall be offered or received in evidence in any proceeding arising between the parties hereto out of or affecting this License, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing, duly executed. The parties further agree that the provisions of this Article will not be waived unless as herein set forth

23. Unenforceable Provisions. In the event that any one or more of the provisions hereof contained in this License shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the License shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this License.

24. Entire Agreement. This License and the exhibits attached thereto, constitute the entire agreement among the parties hereto with respect to the subject matter hereof, and supersede any prior understandings or written or oral agreements between the parties with respect to the subject matter of this License. No amendment, modification, cancellation, or alteration of the terms of this Agreement shall be binding on any party hereto unless the same is in writing, dated subsequent to the date hereof, and is duly authorized and executed by the parties hereto.

25. No Waiver for Failure to Enforce. The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this License shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

26. Captions. The captions contained in this License are for informational purposes only and shall not in any way affect the substantive terms or conditions of this License.

27. Laws of Texas. This License shall be governed by and construed in accordance with the laws of the State of Texas.

[remainder of the page intentionally blank. signatures to follow.]

IN WITNESS WHEREOF, the parties hereto have executed this License on this
_____ day of _____ 2025.

LICENSOR:
CITY OF DENTON

By _____
Sara Hensley,
City Manager

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____

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

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DENTON §

On this day personally appeared Sara Hensley, City Manager of the City of Denton, Texas, known to me; to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed that instrument for the purposes and consideration therein expressed.

Given under my hand and seal of office this ____ day of _____,2025.

Notary Public

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on _____, 2025, by Kirk Kuydendall, Vice President of Marubeni Shale Investment LLC, a Delaware limited liability company, on behalf of said entity.

Notary Public, State of _____

ACKNOWLEDGMENT

STATE OF TEXAS §

§

COUNTY OF DALLAS §

§

This instrument was acknowledged before me on _____, 2025, by Mark Grawe, as Executive Vice President of EagleRidge Energy II LLC, and EagleRidge Operating LLC, are limited liability companies, on behalf of said entities.

Notary Public, State of _____

ACKNOWLEDGMENT

STATE OF TEXAS §

§

COUNTY OF DALLAS §

§

This instrument was acknowledged before me on _____, 2025, by Mark Grawe, as Executive Vice President of USG Properties Barnett II LLC, a Delaware limited liability company, on behalf of said entity.

Notary Public, State of _____