

Pipeline System: ETNG 3220A-100
Tract Number: TN-BL-033.01
Blount, County, TN

TEMPORARY WORKSPACE AGREEMENT

This Temporary Work Space Agreement (“Agreement”), dated _____, 2025, (“Effective Date”) is between, **Blount County**, with an address of 341 Court Street, Maryville, TN 37801 (hereinafter “Grantor”, whether one or more), and **East Tennessee Natural Gas, LLC**, (“ETNG”) a Tennessee limited partnership fka **East Tennessee Natural Gas Company**. (“ETNG”), whose address is 915 North Eldridge Parkway, Suite 1100, Houston, TX 77079, and its successors and assigns (collectively referred to as the “Grantee”). For the consideration of TEN AND No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby give, grant and convey unto Grantee, its successors and assigns, subject to the limitations and reservations herein stated, the right to enter upon, use and occupy temporary workspace (“Temporary Workspace”) located on certain property owned by Grantor (“Property”), as further described and depicted on the attached **Exhibit A**. Notwithstanding the foregoing, Grantee may install dewatering structures or devices and environmental erosion and sedimentation control devices outside of the Temporary Workspace as may be necessary to comply with applicable laws and regulations.

It is further agreed as follows:

1. Grantor’s granting of the Temporary Workspace to Grantee shall be on an exclusive basis during the full term of one year from the start of Grantee’s activities on the Property. Grantor shall grant no third party any right to use the Temporary Workspace prior to the expiration of Grantee’s exclusive term to use the Temporary Workspace.
2. Grantor and Grantee agree that the consideration for this Temporary Workspace includes payment for the value of the rights granted to Grantee by Grantor, and all damages of every kind and character including damages to fences, growing crops and timber, and the reestablishment of growing crops and timber. In the event the Property or any part of the Property is subject to an existing surface lease, any and all damages sustained by the existing surface tenant to crops, timber or other property belonging to the surface lease tenant as a result of the Grantee’s use of this Temporary Workspace, shall, following payment from Grantee to Grantor hereunder, be promptly remitted to the surface tenant by Grantor.
3. Grantee will restore, as nearly as practicable, to the same condition as existed prior to its activities the ground disturbed by the Grantee’s use of the Temporary Workspace. Grantee shall have the right to install, maintain, and use gates in all fences which now cross or shall cross the Temporary Workspace or which provide access to Grantor’s Property. Grantor shall allow Grantee to install its own lock if Grantee so chooses.

4. There shall be no hunting, fishing, loitering, camping, or similar activities on the Temporary Workspace by Grantee, its officers, agents, employees, contractors, invitees, guests or representatives at any time.

5. Grantee shall have the right to discharge water from excavations and other work areas on the Temporary Workspace onto the Property during Grantee's use of the Temporary Workspace. Water discharges will be performed in conformance with applicable governmental laws and regulations, and in a manner intended to minimize adverse impacts on the Property, and the crops and improvements on the Property. To the extent reasonably possible, without impacting the cost and timing of Grantee's work, Grantee shall coordinate with Grantor regarding locations of the discharge sites and locations of discharge filter devices.

6. Grantee may elect to record this Agreement or a memorandum thereof. If Grantee does make this election, then Grantor will execute and return to Grantee any and all documents necessary to effectuate such recording. Upon sale of any portion of the Property affected by the Temporary Workspace, Grantor shall fully disclose to the buyer the existence of this Agreement.

7. The rights, title and privileges herein granted may, in whole or in part, be sold, leased, and assigned, and shall be appurtenant to and run with the land and be binding upon and inure to the benefit of the Grantee and its successors, assigns, heirs and legal representatives.

8. The undersigned warrant that they are the owner(s) of the Property herein described and have authority to execute this Agreement on behalf of the parties to this Agreement. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon their respective heirs, representatives, successors and assigns.

9. Grantor and Grantee agree that this Agreement is the product of their joint negotiation efforts and as such no provision in the Agreement shall be construed to the disadvantage of either Party. This Agreement states the entire agreement between the parties regarding its subject matter, and no representations or statements, verbal or written, have been made that would modify, add to, or change the terms of this Agreement.

10. The failure of Grantee to exercise or any delay of Grantee in exercising any rights herein conveyed in any single instance or from time to time shall not be considered or construed as a waiver of such right or rights and shall not bar Grantee from exercising such right or rights, or, if necessary, seeking an appropriate remedy in conjunction with the exercise or violation of such right or rights from time to time.

11. Grantor understands and agrees that the person securing this grant on behalf of the Grantee is without authority from Grantee to make any agreement in respect of the subject matter hereof not herein expressed.

12. Any and all written notices to which the parties shall be entitled hereunder or under any law, statute, rule, regulation, order, ordinance or policy of any governmental agency or entity

having jurisdiction of the subject matter for which this Temporary Workspace is granted, shall be deemed delivered when the same has been placed in the U.S. Mail in a properly stamped envelope or other appropriate mail container, addressed to the addresses shown below, bearing the adequate amount of postage to result in delivery of same to the address shown thereon, and sent by certified mail, return receipt requested, to the party to whom such notice is given. In the alternative, either party may give such notice by United Parcel Service (UPS), Federal Express or other similar national expedited mail service guaranteeing not later than two (2) day delivery of any such letter or notice to the addresses provided for herein.

a. Grantor and Grantee designate the following persons and addresses for all notices and information to be delivered hereunder:

Grantor: **Blount County**
 c/o Blount County, Tennessee
 341 Court Street
 Maryville, TN 37801

Grantee: **East Tennessee Natural Gas, LLC**
 Attn: Right of Way Department
 915 North Eldridge Parkway, Suite 1100, Houston, TX 77079

b. Such persons, addresses may be changed by the respective party by delivering written notice of such change to the other party.

IN WITNESS WHEREOF, the GRANTOR herein has duly executed this Agreement as of the Effective Date. If more than one grantor executes this Agreement, each grantor shall be deemed to have executed this Agreement as of the Effective Date.

WITNESS:

GRANTOR:

Blount County , Tennessee

By: _____

Its: _____

EXHIBIT A

Temporary Workspace Drawing and Grantor's Property Legal Description
(to be attached)

Being a portion of the lands located in Civil District 19 of Blount County, Tennessee,
being tract 6R-IR as recorded in Deed Book 94, Page 271 dated January 11, 1924 in the Blount
County, TN Registry of Deeds.