

This Instrument prepared by & after recording return to:

Mike Ray
Southern Natural Gas Company, L.L.C.
Land & Right of Way Department
Brookwood Village, Suite 600
Birmingham, Alabama 35209

ENCROACHMENT AGREEMENT TB2506015

Line: Line 30 Fitzgerald Line

Tract: BH-4

County: Ben Hill

State: GA

THIS AGREEMENT (this "Agreement") is made and entered into as of the _____ day of _____, 2025 by and between Southern Natural Gas Company L.L.C., a Delaware limited liability company whose address is Land Department, 1001 Louisiana Street, Suite 1000, Houston, Texas 77002 (the "Company"), and Ben Hill County BOC, whose address is 204 East Pine Street, Fitzgerald, GA. 31750 (the "Owner"). Company and Owner may be individually referred to in this Agreement as a "Party" and collectively referred to in this Agreement as the "Parties".

WHEREAS, Southern Natural Gas Company entered into a certain Right of Way Agreement (the "Company Easement") executed on July 30, 1959 and recorded on August 9, 1959 at Book 92 & Page 478 of the records of the Ben Hill County Recorder; and **WHEREAS**, Company is successor to Southern Natural Gas Company and to the above-referenced Right of Way Agreement; and **WHEREAS**, Company operates certain pipelines and pipeline-related facilities, (the "Company Facilities") under, upon, over, through and across the Company Easement; and

WHEREAS, Owner owns all or a portion of the property (the "Parcel"), which is subject to the Company Easement, described as follows:

All that tract or parcel of land lying and being in Land Lot 61 of the 3rd District of Ben Hill County, Georgia, also known as PID 7 9 10C.

WHEREAS, Company is hereby willing, at the request of Owner, to allow Owner to construct, own, operate, maintain, use and remove at Owner's sole risk and expense asphalt or concrete driveway, curbs, utilities & drainage controls (the "Encroachment") on the Parcel within the Company Easement at the location or locations designated in Exhibit "A1" and Exhibit "A2" attached hereto and made a part hereof.

NOW, THEREFORE in consideration of the mutual covenants herein stated, Company and Owner agree as follows:

1. Company agrees to allow the Owner to construct, maintain, operate, inspect, repair, replace and remove the Encroachment within the Company Easement, but only insofar as the Encroachment affects the Company Easement within the Parcel. The permission granted herein is limited exclusively to the Encroachment.
2. Owner shall construct, own, operate, maintain, use, modify, replace, and remove the Encroachment in accordance with Company's Procedure which is attached hereto as Exhibit "B", (the "Guidelines") and made a part hereof. **A Company representative shall be on-site to monitor any construction activities within twenty-five feet (25') of Company Facilities. Owner shall notify Company at (800)510-5678 at least seventy-two (72) hours prior to commencing any construction activities (exclusive of Saturdays, Sundays, and legal holidays).** Company's representative will confirm clearances, as applicable, and may suspend any work or activity not being performed in accordance with this Agreement and the Guidelines or any activity or work that, in his/her reasonable opinion endangers the public safety, operations, or otherwise interferes in any way with Company's rights under the Company Easement, until such time as corrective action is taken. Company will not be liable to Owner for any costs or expenses caused by Company's on-site representative's suspension of any work or activity while such corrective action is being taken by Owner.
3. After initial construction of the Encroachment, Owner shall own, operate, maintain, use, modify, replace, and remove the Encroachment in accordance with the Guidelines, as may be updated from time to time. Except for routine operational and maintenance activities that do not involve excavation or blasting, Owner shall provide Company at least three (3) business days' advance notice prior to commencing any construction (including excavation or blasting), maintenance, operation, inspection, repair, replacement, and removal of the Encroachment and resolve any location, grade or other encroachment-related problems.
4. All digging and excavation within the Company Easement shall be conducted solely by a Company-approved mechanical excavation method or as otherwise agreed upon in writing by Company, up to and within twenty-three inches (23") of the Company Facilities, at which point all excavation shall be conducted solely by a Company-approved soft-digging method.
5. Company requires that each contractor or subcontractor associated with the Encroachment, submit a One Call (8-1-1) Ticket(s) for each different phase of the Encroachment that involves earth disturbance (grading, excavating, trenching, digging, etc.), as required by One Call (8-1-1) and applicable laws.
6. Company shall not permit the parking of any heavy equipment or vehicles on the Company Easement. Heavy equipment shall only be allowed to cross Company Facilities at locations designated by Company during construction of the Encroachment. Owner shall comply with all precautionary measures required by Company to protect Company Facilities and the Company Easement.
7. Owner shall not (i) store or stockpile equipment, material, fill, or spoil on the Company Easement, (ii) construct any permanent structure, building(s) or obstructions (including power poles, light standards, or any other improvements or appurtenances) within the Company Easement, other than the Encroachment in accordance with the Exhibit "A", (iii) plant or install any landscaping, including shrubs or trees, within the Company Easement, or (iv) burn trash, brush, etc. within the Company Easement.
8. Owner shall not perform or permit to be performed excavation or grading which could result in erosion or which could render the Company Easement inaccessible unless approved in advance by Company. No water impoundments shall be permitted on the Company Easement. Owner agrees, at its expense to restore the Company Easement to as near as its original condition as it existed immediately prior to such work as possible and provide reasonable protection to the Company Facilities.
9. Owner shall not reduce the depth of cover on, or permit such alteration anywhere on, or alter the drainage of the Company Easement without Company's prior written consent, which Company may withhold or condition in its sole discretion. Owner shall be solely responsible for, and shall bear the

expense of repairs attributable to any loss of subjacent or lateral support to the Company Easement and/or Company Facilities caused by the Encroachment.

10. Owner shall be entitled to modify and replace the Encroachment, subject to Company's written approval, such approval not to be unreasonably withheld, and as long as any such modification and replacement does not adversely affect the Company Facilities and so long as such modification adheres to the Guidelines. Owner shall submit plans for proposed modifications to Company not less than thirty (30) days before construction of such modification or replacement begins, at which point Company shall approve such plans or suggest plan changes that will be acceptable to the Company and all provisions of this Agreement shall be complied with, as applicable, with respect to such modifications or replacement.
11. Should Company's construction, reconstruction, operation, maintenance, alteration, repair, replacement, removal, addition, or changing the size of any of its Company Facilities within the Company Easement (individually, a "Company Activity") in any way, shape, manner, or form affect or damage the Encroachment, or any portion thereof, Owner agrees to bear all costs to repair or replace the Encroachment, including any costs and expenses associated with the loss of the use of the Encroachment as a result of the Company Activity, and Owner hereby releases and holds harmless Company, Company's affiliates, subsidiaries and parent companies, and their respective directors, officers, agents, representatives, contractors, and subcontractors from any and all damages resulting from such Company Activity.
12. During the term of this Agreement, Owner shall carry and maintain, and shall cause its contractors to carry and maintain the following insurance from carriers with an A.M. Best rating of not less than A-VII:
 - a. Statutory Coverage Workers' Compensation Insurance (including Occupational Disease Coverage) in accordance with the laws of the states where the work is to be performed.
 - b. Employer's Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$1,000,000 per disease/each employee.
 - c. Commercial General Liability Insurance insuring the indemnity provisions set forth in this Agreement with a combined single limit of not less than \$5,000,000 per occurrence and \$5,000,000 in the aggregate. All policies shall remove any exclusion for explosion, collapse and underground operations (XCU), sudden and accidental pollution and include coverage for blanket contractual liability assumed hereunder.
 - d. Comprehensive Automobile Liability Insurance covering liability arising out of any auto (owned, hired and non-owned); with a combined single limit of not less than \$1,000,000.
 - e. Umbrella/Excess Liability Insurance with a minimum limit of not less than \$5,000,000 per occurrence. Such umbrella policy shall follow the form of the Employer's Liability Insurance, Commercial General Liability Insurance and Business Automobile Liability Insurance set out above, be in excess of those underlying policies without gaps in limits and provide coverage as broad as those underlying policies.

All insurance policies of Owner shall include a waiver of subrogation in favor of Company and each of its respective subsidiary or affiliated companies and entities, and shall name Company and each of its respective subsidiary or affiliated companies and entities, and their respective directors, officers, agents and employees as additional insureds (except for Workers' Compensation). All such insurance coverages required of Owner shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to or maintained by or for the benefit of Company. Prior to beginning

any operations under this Agreement, Owner shall furnish Company with certificates of insurance evidencing insurance coverage and provisions provided for in this Agreement. Notwithstanding the foregoing, Owner may self-insure to meet the insurance requirements of this Section. If Owner elects to self-insure any of the requirements above, Owner's self-insurance program shall respond in the same manner as commercial insurance with regard to additional insured and waiver of subrogation.

13. Owner hereby agrees to maintain a minimum of two feet (2') of separation underneath Company's Facilities.
14. If required by Company's inspector, Owner will install Company-approved air-bridges over all Company Facilities associated with the proposed pipeline installation within the Company Easement. Owner will maintain or, if applicable, reinstall approved wood air-bridges at all times while same is being utilized by Owner for any and all equipment or loads in excess of 10,000 pounds per vehicle load limit. Company reserves the right to require Owner to furnish and install temporary matting, earthen fill and/or air-bridging over the Company Facilities for protection from heavy loading during temporary crossing activities. Removal of air-bridges, if required, will be at the direction of Company's inspector.
15. Where applicable and required, it is agreed and understood that the only way to protect the Company Pipelines is to install the cathodic protection system and AC mitigation measures defined and more accurately described below. No bonds will be allowed to the Company Facilities. Owner hereby agrees and accepts liability for any and all costs associated with the following corrosion protection and or remediation measures that are required by Company for a period of three years from the in service date of the new facilities; this requirement applies to, but is not limited to, all foreign pipelines crossings and parallel installations. Owner will test the Company Pipelines at the completion of its construction to obtain a base-line for future testing, as further set forth below:
 - a. Owner will provide materials for the installation of (2) two test-leads on the Company Pipelines at the crossing point, as well as materials for test leads and pipeline marker posts at the Company Easement boundaries. Owner will be responsible for the installation of the test-leads on the proposed Owner buried facilities and Company will install test leads on the Company Pipelines. Owner test leads will be white and Company test leads will be black in color.
 - b. Owner will supply and install (2) two reference cell electrodes at each buried facility crossing location; one dedicated for Company and one dedicated to Owner. The placement, installation and wiring will be guided and overseen by Company field support during construction.
 - c. Owner agrees to assume all costs for testing, surveys and remediation if it becomes necessary to investigate for interference issues, cathodic, foreign bonding or AC.
 - d. Owner will compact backfill at crossings so the sheer load will be limited as soil settles.
16. Should Owner remove the Encroachment, in its entirety, from the Company Easement for a term of one hundred twenty (120) consecutive days, this Agreement shall be deemed null and void. Should Owner fail to commence construction of the Encroachment within three hundred sixty-five (365) days from the Effective Date of this Agreement (herein defined below), this Agreement shall be null and void.
17. Owner shall be solely responsible for the construction, operation, maintenance, use, and removal of the Encroachment. Owner agrees to indemnify, defend and hold harmless Company, its parent, affiliates, and each of their respective officers, directors, agents, representatives, employees, contractors, and subcontractors and their respective successors and assigns (individually and collectively, "Company Indemnitees"), against and from any and all claims, actions, causes of actions, suits, demands, damages, losses, costs, expenses or liability whatsoever, including but not limited to reasonable attorney and expert fees and investigation costs (collectively, "Claims"), to the extent arising out of, incidental to, or otherwise related in any way to (1) the existence of the Encroachment, or (2)

Owner's exercise of its rights under this Agreement, to the extent such Claims arising from Owner's exercise of its rights under this agreement are caused by or arise from Owner's negligence, gross negligence and/or willful misconduct of Owner. Owner's employees, contractors, representatives, agents, successors and assigns, whether such Claims are brought during or after the term of this Agreement.

18. If any part, term or provision of this Agreement is, by a court of competent jurisdiction or regulatory authority having jurisdiction over the Company Easement, held to be illegal, void or unenforceable, or to be in conflict with the law of the state which the Company Easement lies, the validity of the remaining provisions or portion hereof shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be invalid.
19. Notwithstanding anything herein to the contrary, all rights and obligations under the Easement Agreement (defined above) shall remain in effect, including, but not limited to, all rights regarding ingress and egress to the Company Easement, which shall not be otherwise hindered by this Agreement.
20. 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, personal representatives, successors, and assigns. This Agreement shall become effective only upon execution by all Parties hereto and delivery of a fully executed counterpart to each Party (the "Effective Date").
21. The terms and conditions of this Agreement shall be binding on the Parties hereto, their heirs, successors and assigns.

IN WITNESS WHEREOF, the Parties hereunto subscribed their names as of the date first above written.

WITNESS:

By:

[Handwritten signature]

OWNER:

Ben Hill County BOC

Print Name:

Hampton Braderson

By:

[Handwritten signature]

Title: Chairman

Hal Wiley

STATE OF Georgia)
COUNTY OF Ben Hill)

SS

PERSONALLY appeared before me, the undersigned authority, a Notary Public in and for said County and State, Hal Wiley, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged him/herself to be Chairman of the Ben Hill County BOC, the within named bargainor, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as such officer.

WITNESS my hand and official seal at office this 20 day of August, 2025.

Christine S Cook
Notary Public



My Commission Expires: 5/29/2028

WITNESS:

COMPANY:

By: _____

SOUTHERN NATURAL GAS COMPANY, L.L.C.
a Delaware limited liability company
By: Kinder Morgan SNG Operator LLC, its operator

Printed Name: _____

By: _____
David Bowers
Title: Attorney-in-Fact

STATE OF ALABAMA)
)
COUNTY OF JEFFERSON) SS

PERSONALLY appeared before me, the undersigned authority, a Notary Public in and for said County and State, David Bowers, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged him/herself to be the Attorney-in-Fact of Kinder Morgan SNG Operator LLC, the within named bargainer, and that he/she as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by him/herself as such officer.

WITNESS my hand and official seal at office this _____ day of _____, 2025.

Notary Public

My Commission Expires: _____

This Instrument prepared by & after recording return to:

Mike Ray
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Land & Right of Way Department
Brookwood Village, Suite 600
Birmingham, Alabama 35209