

RELOCATION AGREEMENT

Project# 080.66312

Atmos Energy Corporation, (“Company”) and the City of Pflugerville (“Applicant”), whose address is 100 East Main St, Pflugerville, TX 78691, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. Company will relocate approximately 375 feet of an existing 8” poly gas main that is in TxDOT ROW, due to a City of Pflugerville Wastewater Line installation project. The proposed wastewater line will be in conflict with the existing 8” poly gas main at WWL Station 23+80, per City of Pflugerville SH 45 Water and Wastewater Extensions WWL-A Plan and Profile Sta. 20+00 to 25+00 drawing, requiring the gas main to be lowered to an elevation approximately 14 feet below existing grade. (the “Project”). A description of the relocation is shown on Exhibit “A,” attached and made a part hereof.
2. Upon execution of this Agreement, Company will start the process of construction of the project.
3. Upon execution of this Agreement, Applicant will deposit with Company \$55,631.36. Exhibit “B” sets forth Company’s good faith estimate (the “Good Faith Estimate”) for the Project. Within 90 days after the completion of the Project, Company will forward a statement to Applicant setting forth the total of the actual costs incurred by Company for the Project. If said actual costs are in excess of said Good Faith Estimate, then Applicant will, within 15 days after receipt of such statement, reimburse Company for all such additional costs in an amount not to exceed \$69,539.20. If the statement establishes that the actual costs for the Project were less than the Good Faith Estimate, then Company will, together with the statement, refund to Applicant the difference between the actual costs for the Project and the Good Faith Estimate.
4. Company’s obligation to undertake the Project is subject to applicable laws, rules, and regulations of governmental authorities and to any delay occasioned by force majeure or events or conditions of whatever nature, which are reasonably beyond Company’s control. Applicant understands that Company will not be obligated or required to undertake the Project prior to the construction of projects covered by contracts and authorizations that were entered into by Company prior to the date of execution of this Agreement by Company (the “Effective Date”), the construction of projects required to be constructed by the provisions of Company’s franchise, or construction or repair required to maintain existing service.
5. Applicant will be responsible for any landscape restoration work required after Company has completed the Project, unless specifically stated in the project scope. Applicant agrees to hold Company harmless from any and all claims, demands, or judgments by other parties as a result of such restoration.
6. Title to the Project, including appurtenances, connections thereto, and extensions thereof, and including the right to use, operate, and maintain the same, will forever be and remain exclusively and unconditionally vested in Company, its successors and assigns.

7. THIS AGREEMENT WILL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, IRRESPECTIVE OF ANY CONFLICT OF LAWS PROVISIONS.
8. In no event will any Party be liable to any other Party or any third party for any incidental, special, indirect, consequential, punitive, or exemplary damages that might occur as a result of, relating to, or arising out of the Party's obligations under this Letter Agreement.
9. This Agreement constitutes the final expression of agreement between the parties and parol or extrinsic evidence is inadmissible to explain, vary, or contradict the express terms of this Agreement.

If the foregoing terms are acceptable to Applicant, please indicate by signing two (2) copies of this Relocation Agreement in the spaces provided below and return both to this office for execution by Atmos Energy. It is understood and agreed that this Relocation Agreement is conditioned on the approval of Atmos Energy's management as evidenced by Atmos Energy's execution in the space provided below. Following Atmos Energy's execution, one (1) fully executed original of this Letter Agreement will be returned for your file.

City of Pflugerville

Atmos Energy Corporation

By: _____

By:  _____

Printed Name: _____

Printed Name: Kimberly Winn

Title: _____

Title: Director of Engineering

Date: _____

Date: 1/28/20

Exhibit "A"

Project Description:

Company will relocate approximately 375 feet of an existing 8" poly gas main that is in TxDOT ROW, due to a City of Pflugerville Wastewater Line installation project. The proposed wastewater line will be in conflict with the existing 8" poly gas main at WWL Station 23+80, per City of Pflugerville SH 45 Water and Wastewater Extensions WWL-A Plan and Profile Sta. 20+00 to 25+00 drawing, requiring the gas main to be lowered to an elevation approximately 14 feet below existing grade.

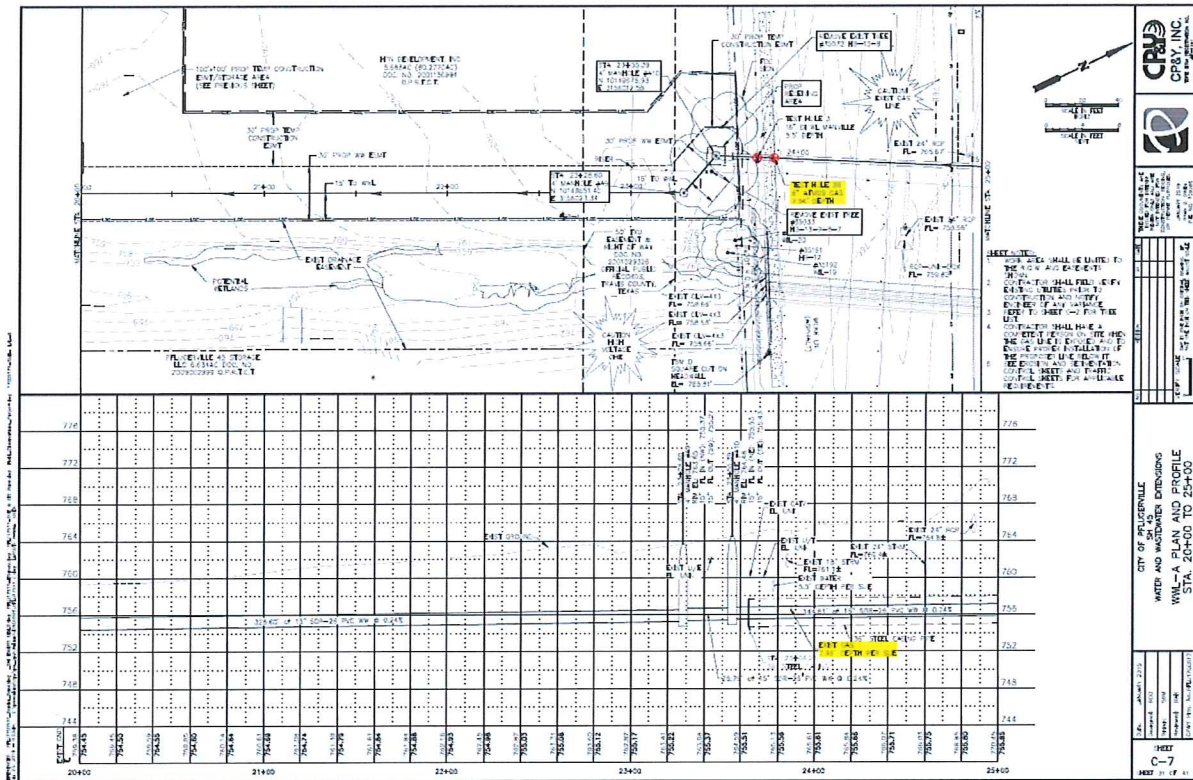


Exhibit "B"



COST ANALYSIS SHEET

Project: 77677075
 Description: SH 45 WWL Lowering
 Eligibility Ratio: 100.00%
 Agreement ID:
 Invoice No:
 As of Date: 30-Sep-19

	Actual	Estimated
<u>New Construction Cost</u>		
Install Contractor	\$0.00	\$32,618.75
Post Bore Inspection Costs	\$0.00	\$2,000.00
Survey Costs	\$0.00	\$1,000.00
Stopples & Hot Tap Costs	\$0.00	\$0.00
Environmental Expense	\$0.00	\$1,500.00
Other Contract Expense (Inspection, Engineering, Lab)	\$0.00	\$0.00
Contractor Expense	\$0.00	\$37,118.75
Labor-Company	\$0.00	\$2,500.00
Materials	\$0.00	\$5,292.38
Transportation-Company	\$0.00	\$0.00
Miscellaneous Company Expense	\$0.00	\$0.00
<u>Total New Construction Cost</u>	\$0.00	\$44,911.13
Indirect Construction Overhead	\$0.00	\$10,720.23
Overheads	\$0.00	\$10,720.23
Sub-Total	\$0.00	\$55,631.36
Total CWIP Charges In Project	\$0.00	\$55,631.36
Interest Carrying Cost	\$0.00	\$0.00
Franchise Fee	\$0.00	\$0.00
Total Cost of Project	\$0.00	\$55,631.36
Less Previous CWIP Payment	\$0.00	
Less Interest Carrying Cost Payment	\$0.00	
Less Franchise Fee Payment	\$0.00	
Total Remaining Amount Due	\$0.00	