

GAS MAIN EXTENSION AGREEMENT 080.78089

Atmos Energy Corporation (“Company”) and Pflugerville Community Development Corporation (“Applicant”), whose address is 3801 Helios Way, Suite 130, Pflugerville, TX 78660, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. Company will extend gas service as identified in “Exhibit A,” attached and made a part hereof (the “Project”).
2. Upon execution of this Agreement, Applicant will deposit with Company \$163,924.07, which is equal to the preliminary Ballpark Estimate for the Project. Within 120 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 ballpark estimate, then the PCDC Board will review the expenses at the next monthly meeting and approve the expenditures at that time. If the statement establishes that the actual costs for the Project were less than the Ballpark Estimate, then Company will, together with the statement, refund to Applicant the difference between the actual costs for the Project and the Ballpark Estimate.
3. If easements are required, Applicant will provide Company two executed and notarized originals of the easement. Applicant will provide Easement exhibits in the form of a certified (Texas Registered Professional Land Surveyor) plat and metes/bounds description of the new easement. In addition, Applicant agrees to provide Company necessary temporary working easement and access to easement in order to design & construct Project.
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. To the extent allowed by Texas Law, 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. Applicant will be responsible for any additional costs incurred by Company because of Applicant’s failure to perform any of the obligations required of Applicant under this Agreement.

8. THIS AGREEMENT WILL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, IRRESPECTIVE OF ANY CONFLICT OF LAWS PROVISIONS.
9. 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.
10. 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.

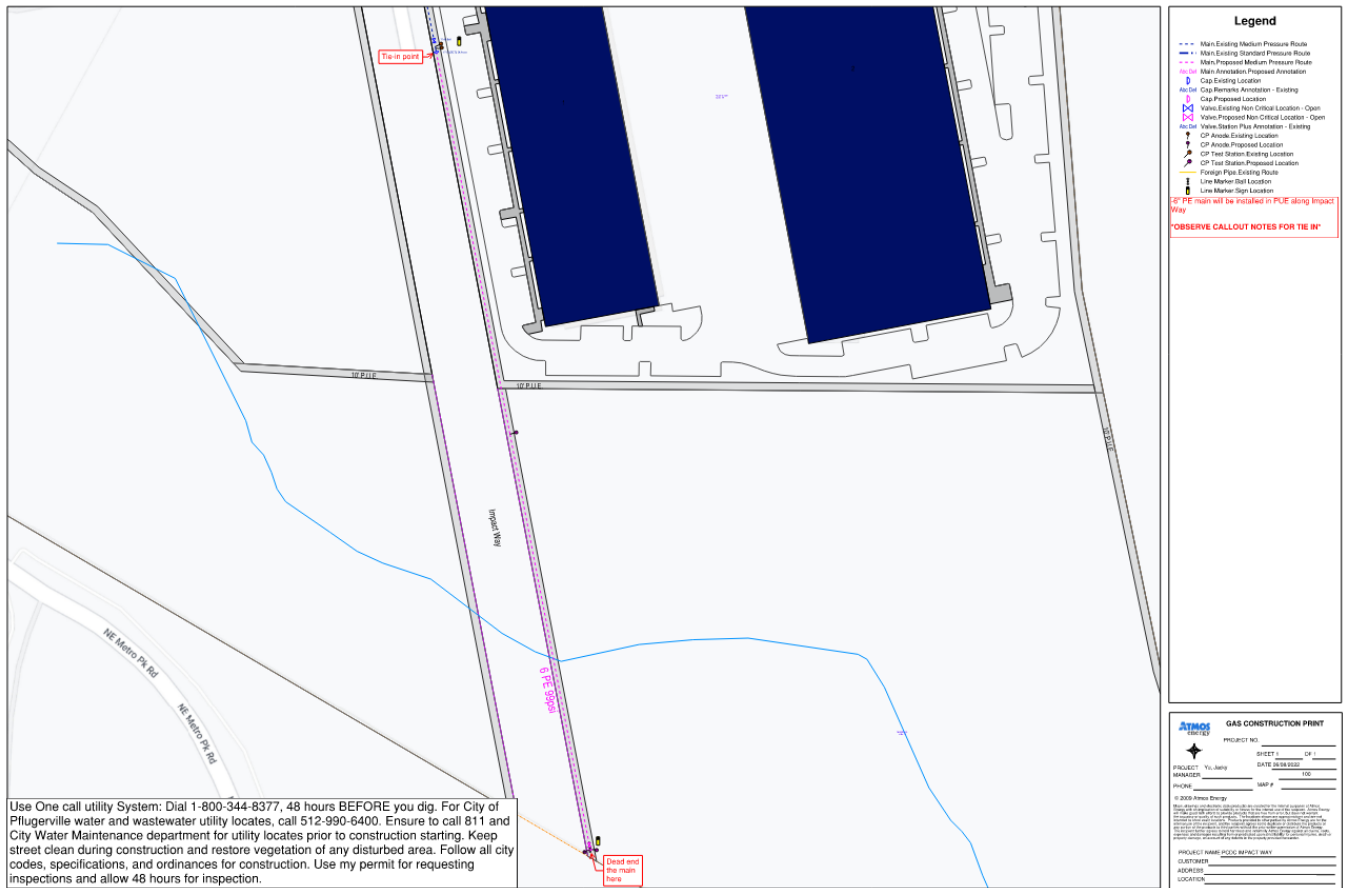
Pflugerville Community Development Corporation    Atmos Energy Corporation

By: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

# Exhibit "A"

Project Description – CITY OF PFLUGERVILLE, COUNTY OF TRAVIS, STATE OF TEXAS. INSTALL APPROXIMATELY 1050 LF OF 6 INCH IP PE OFFSITE MAIN ALONG IMPACT WAY TO SERVE COMMERCIAL CUSTOMER PFLUGERVILLE COMMUNITY DEVELOPMENT CORPORATION. THIS WILL BE AN AGREEMENT BETWEEN ATMOS ENERGY AND PFLUGERVILLE COMMUNITY DEVELOPMENT CORPORATION. RECOMMENDED BY SYSTEM PLANNING, APPROVED BY INVESTMENT STRATEGY AND OPERATIONS REGION MANAGER. THE PROJECT MANAGER IS JACKY YU AND THE FIELD CONSTRUCTION COORDINATOR IS HENRY FABIAN.



# Exhibit "B"

Pflugerville Community Development Corporation  
080.78089

8/10/2022

Travis County, TX

## EXECUTIVE SUMMARY

Item	Description	Estimated Cost
1	Materials	\$11,185.62
2	Contractor Labor	\$152,738.45
3	Company Labor	\$0.00
	Corporate Overheads	\$0.00
	Interest Carrying Costs	\$0.00
	Franchise Fee	\$0.00
<b>ESTIMATED PROJECT TOTAL COST</b>		<b>\$163,924.07</b>

Estimation Assumptions:	
1	<b>MATERIALS</b> 6" HDPE, Misc. Fittings
2	<b>CONSTRUCTION</b> Facilities include the installation of 1050 linear feet of 6 inch IP PE Main to service Pflugerville Community Development Corporation.
3	<b>Company Labor</b> Estimated company labor to construct and inspect offsite installation.