

RELEASE OF LIABILITY AGREEMENT

This Release of Liability Agreement (this “Release”) is entered into by SiEnergy Gas, LLC (“SiEnergy”) and the City of Manor (the “City”) and is effective as of _____, 2026.

WHEREAS, SiEnergy is a regulated natural gas utility serving customers throughout the State of Texas via the construction, installation, and operation of natural gas transmission and distribution lines and associated equipment and facilities (collectively, “Distribution Equipment”);

WHEREAS, to provide natural gas service to a given residential community, SiEnergy generally coordinates its construction and installation of the necessary Distribution Equipment with the construction and build-out process and schedule for such community;

WHEREAS, SiEnergy currently serves residential customers in communities within the City’s jurisdiction, and anticipates serving additional such customers in the future, such service to include customers in the Okra, New Haven, Monarch Ranch, Lagos and Carillon residential communities (collectively, the “Developments”);

WHEREAS, SiEnergy’s provision of natural gas service to customers within the City’s jurisdiction is subject to all applicable laws, rules, regulations, and requirements of the City, including without limitation all applicable permitting and other requirements of the City relating to SiEnergy’s construction and installation of Distribution Equipment;

WHEREAS, SiEnergy has, within the City’s jurisdiction and prior to the effective date hereof, constructed and installed certain underground Distribution Equipment (the “Subject Distribution Equipment”) in the Developments in accordance with SiEnergy’s standard construction and installation practices;

WHEREAS, the City has communicated to SiEnergy certain desires and requirements of the City with respect to the construction and installation of underground Distribution Equipment within the City’s jurisdiction (the “City’s Requirements”);

WHEREAS, SiEnergy was unaware of the City’s Requirements at the time the Subject Distribution Equipment was construction and installed in the Developments;

WHEREAS, while SiEnergy’s standard construction and installation practices are typical and conform with good industry practice and all state and federal standards and regulatory requirements, the City’s Requirements include additional requirements not encompassed by such standard practices, and as a result SiEnergy’s construction and installation of the Subject Distribution Equipment did not conform with the City’s Requirements; and

WHEREAS, in light of the foregoing, SiEnergy does by this Release wish to release the City from any and all liability with respect to the Subject Distribution Equipment.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby mutually agree as follows:

1. Incorporation of Recitals. The recitals set forth above are incorporated herein and made a part of this Release to the same extent as if set forth herein in full.
2. Release of Liability. With respect to any damage caused to the Subject Distribution Equipment due to or arising from any customary or routine maintenance or other operational activities (including without limitation any construction, installation, relocation, maintenance, repair and replacement activities) on City Infrastructure (defined herein), SiEnergy hereby forever releases, holds harmless, waives and discharges the City and all City Representatives (defined herein) of and from any and all claims, causes of action, suits, liabilities, costs, damages, judgments, and demands, of every kind and nature whatsoever, whether now known or unknown, arising out of or relating to such damage (collectively, “Claims”), including without limitation any damage caused by the sole or concurrent negligence of the City or any City Representatives. SiEnergy and the City hereby agree and acknowledge that the intent of this paragraph is to fully and forever settle and release the City and all City Representatives from any and all Claims of any kind or character whatsoever. As used in this paragraph, (i) “City Infrastructure” shall mean any underground water pipelines and associated underground infrastructure and other underground utility infrastructure that is located within a public utility easement in any of the Developments; and (ii) “City Representatives” shall mean any employees, representatives or agents of the City or any office, department or division thereof, including without limitation the Mayor, City Council, and any other elected official of the City of Manor.
3. Covenant Not to Sue and Waiver. SiEnergy hereby irrevocably and unconditionally covenants not to sue the City or any City Representative, and waives any right to challenge the validity or enforceability of the City’s Requirements as applied to the Distribution Equipment on the basis that such Requirements are more strict than general Texas law or that the Railroad Commission of Texas has exclusive jurisdiction over the field of gas pipeline safety and placement. SiEnergy further agrees that it is estopped from asserting that Texas law or Texas Railroad Commission regulations “occupy the field” or otherwise preempt the City’s authority to establish the safety and placement standards applicable to the Distribution Equipment within the Developments.
4. Governing Law. This Release shall be governed and construed under the laws of the State of Texas, and both parties hereto do hereby consent to the exclusive jurisdiction of the state and federal courts located in Travis County, Texas, with respect to any case or controversy arising out of or relating to this Release.

5. Miscellaneous. This Release constitutes the entire understanding between the parties hereto with respect to the subject matter hereof, and both parties hereto do hereby agree and acknowledge that neither party hereto is relying on any representations, oral or written, not contained herein. This Release may be executed via electronic signature and in multiple counterparts, and each counterpart will be considered as if it were an original. By execution of this Release, the parties hereto acknowledge that they have read and understood each provision, term and obligation contained herein.

[Signature Pages to Follow]

The parties hereto have caused this Release of Liability Agreement to be executed and delivered on the effective date specified above.

SIENERGY:

SiEnergy Gas, LLC

By: _____

Name: _____

Title: _____

[Signature page of Release of Liability Agreement.]

CITY:

City of Manor

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: Lluvia T. Almaraz

Title: City Secretary

[Signature page of Release of Liability Agreement.]