

RELOCATION AGREEMENT - D9-2 Gee RD. Crossing

Atmos Energy Corporation, (“Company”) and \_\_\_\_\_ (“Applicant”), whose address is \_\_\_\_\_, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. The company shall abandon 650 linear feet of Company’s Line D 9-2 6-inch Steel High Pressure Gas Pipeline Crossing Gee Road and relocate approximately 650 linear feet of 6" Steel Gas Pipeline in Prosper, Texas (the “Project”). A description of the relocation is shown on Exhibit “A,” attached and made a part hereof.
2. Upon execution of this Agreement, Applicant shall deposit with Company \$866,140.61, which is equal to the preliminary 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 preliminary estimate, Applicant shall, within fifteen (15) days after receipt of such statement, reimburse Company for all such additional costs. If the statement establishes that the actual costs for the Project are less than the preliminary estimate, Company shall, together with the statement, refund to Applicant the difference between the actual costs for the Project and the preliminary 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 access and construction easements to allow Company to design and construct the 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 shall be responsible for any landscape restoration work required after Company has completed the Project, unless otherwise 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. Applicant shall 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 shall 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 Relocation Agreement.
10. This Agreement constitutes the final expression of agreement between the parties and parole, 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 shall be returned for your file.

Town of Prosper

Atmos Energy Corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: Marc Rothbauer

Title: \_\_\_\_\_

Title: Director of Engineering

Date: \_\_\_\_\_

Date: \_\_\_\_\_



Exhibit "B"

EASEMENTS if required



<b>Materials</b>	<b>PS/Eng</b>	<b>CA</b>	<b>CA/ROW</b>
AC Mitigation Material	X		
Actuated Valves	X		
Flowable		X	
Measurement	X		
Odorizer	X		
Regulator/Relief	X		
TDW Stopping/Hot Tapping	X		
Telemetry	X		
Test Stations / Magnets	X		
Fittings	X		
Pipe	X		
Valves	X		
Misc.	X		
TDW Fittings	x		
Storage Fee	X		

**Company Labor**

Eng/PS	X		
Environmental	X		
FCC	X		
Operations	X		
MIC	X		
ROW	X		

**Contract Labor**

SUE	X		
AC Mitigation - Consulting	X		
Carbon Filter		X	
Contract Electrical Construction	X		
Contract Electrical Engineering	X		
Contract Engineering	X		
Contract Engineering Design	X		
Crossbore		X	
Environmental		X	
Environmental Restoration		X	
Fencing		X	
Flare		X	
ILI Baseline	X		
Inspection		X	
Painting		X	
Paving		X	
Pipe Contractor		X	
Plumbing		X	
Potholing	X		
Rock		X	
ROW Agent		X	
ROW Clearing		X	
Security		X	
Shop Fabrication		X	
Engineer Survey	X		
Tax	X		

TDW Stoppling/Hot Tapping		X	
Xray		X	
Construction Survey	X		
Construction Permitting	X		

**Land Cost**

Permitting	X		
Damages		X	
Legal Costs		X	
Easement Acquisition (Lease)		X	
Easement Acquisition (En Fee)			X

**Construction Contractor Labor:**

Carbon Filter		x	
Crossbore		x	
Environmental		x	
Environmental Restoration		x	
Fencing/Gates		x	
Painting		x	
Paving		x	
Pipe Contractor		x	
Plumbing		x	
Rock/gravel		x	
Security		x	
Shop Fabrication		x	
Flowable		x	