REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("Agreement") is made and entered into and effective the 8th__ day of __October__, 2018, by and between __Atmos Energy__ (hereinafter referred to as "Utility"), and Williamson County, Texas, (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, Utility is the owner of certain 2" IP Poly pipeline near the intersection of Paloma Drive and N. Mays Street (herein called Facilities).

WHEREAS, County desires to construct proposed North Mays Extension Phase 1. (hereinafter called “Project”) and make improvements to Project as shown on plans submitted to Utility;

WHEREAS, to accommodate the Project, County desires Utility to perform certain facility modification/relocation work herein referred to as the "Work" and described as follows:

- Atmos Energy relocation consist of: Installation of approximately 324 linear feet of 2' HDPE pipeline and approximately 10 linear feet of ¾’’ HDPE service line to accommodate Williamson County Road Improvement Project.
- Upon completion of Project, Contractor will provide an as-built drawing of the relocation to the Utility and County.

WHEREAS, Utility, under the terms hereinafter stated, has evaluated the Project and is willing to perform Work to its Facilities to accommodate the Project, provided the County reimburses Utility for 100% of its eligible costs for labor and materials to do the Work.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, Utility agrees to perform the Work and permit the Project subject to the following terms and provisions:

1. County agrees that the description of the Work listed above contains a complete representation of the Work requested of Utility to accommodate the Project.

2. County shall, at its own expense, inspect the Work by Utility hereunder, to assure itself that the Work is being performed in compliance with the standards of County.

3. Though this agreement is based on the proposed "Good Faith Estimate" herein referred to as the "Estimate" listed below: (See Attachment “A” for detailed estimate)

   Estimated ___334 total ft. (Linear Foot) line along with apparatus defined as Work = $138,435.28 total cost.
County agrees to bear 100% of the eligible costs incurred by Utility relating to the Work. Final eligible costs may be more or less than the Estimate, which shall not be construed as a limitation of costs for such Work. County recognizes that Utility may use one or more contractors to perform the Work. Should the County delay or cancel the Project for any reason, County agrees to reimburse Utility for all associated costs, including but not limited to preliminary design, engineering, survey, material purchasing, contract labor, etc.

4. Upon completion of said Work, Utility shall make an accounting of final costs and provide County an invoice of the same. The final eligible cost may be greater or less than the Estimate and County shall be liable to Utility for 100% of the eligible final cost. After receipt and approval of invoice, County shall pay the full amount within 30 days.

5. County shall perform all operations and construction activities below or adjacent to the Facilities in a workmanlike and safe manner and in conformance with all applicable industry and governmental standards and conditions that may be imposed by Utility from time to time. No construction activity by County shall be performed under, across, or adjacent to the Facilities until the Work of Utility has been completed.

6. Notice shall be given to Utility by County, at least 48 hours in advance of commencement of any construction activity on or adjacent to the Facilities, excepting only cases of emergency. Said notice shall be given to Texas One-Call: 1-800-245-4545. In the event County breaches any of the terms, covenants or provisions of this Agreement and Utility commences litigation to enforce any provisions of this Agreement, the cost of attorneys' fees, interest and the attendant expenses will be payable to Utility by County upon demand.

7. To the fullest extent permitted by law, the County shall indemnify, save, hold harmless, and at Utility's option, defend Utility and its affiliated companies and their directors, officers, employees and agents from any and all claims, demands, cost (including reasonable attorney and expert witness fees and court costs), expenses, losses, causes of action (whether at law or in equity), fines, civil penalties, and administrative proceedings for injury or death to persons or damage to property or other business losses, including those made or incurred by Utility or its directors, officers, employees, or agents and including environmental damage in any way arising from or connected with the existence, construction, operation, maintenance, removal or other operations arising out of the Work as described in this Agreement and the construction, operation and/or use of the Project by County, except those arising from Utility's sole negligence.

8. This Agreement supersedes every antecedent or concurrent oral and/or written declaration and/or understanding pertaining to the Work or construction activity by and between Utility and County.

9. As soon as possible after the document is prepared, Utility and County shall sign a Utility Joint Use Agreement and make a part hereof.
Unless an item below is stricken and initialed by the County and Utility, this agreement in its entirety consists of the following:

1. Utility Agreement - Wilco –U-35 – 100% County – Off System
2. Plans, Specification, and Estimated Costs (Attachment “A”)
3. Utility’s Schedule of Work and Estimated Date of Completion (Attachment “B”)
4. Eligibility Ratio (Attachment “C”)
5. Betterment Calculation and Estimates (Attachment “D”)
6. Proof of Property Interest – ROW-U-1A (Attachment “E”)

IN WITNESS WHEREOF, we have hereunto set our hands on the day and year below.

**UTILITY**

Utility: Atmos Energy  
Name of Utility

By: [Signature]  
Authorized Signature

Jeffrey S. Knights  
Print or Type Name

Title: VP Operations Mid-Tex Division  

Date: 10/19/18  

**WILLIAMSON COUNTY**

By: [Signature]  
Authorized Signature

Dan A. Gattis  
Print or Type Name

Title: Williamson County Judge  

Date: 

North Mays Street – Utility Reimbursement Agreement
Attachment A

Plans, Specifications, and Estimated Costs
CONTRACTOR SHALL INSTALL APPROVED TRACERS ALONG THE ENTIRE LENGTH AND ADJOIN TO POLYURETHANE PIPE. TRACERS TO BE INSTALLED IN A DOUBLE LAYER ELEVATION AS PIPE TRACERS SHALL BE INSTALLED ALONG WITH POLYURETHANE PIPE IN A DOUBLE LAYER ELEVATION AS PIPE TRACERS WERE TESTED APPROPRIATELY EVERY 500 FEET AS DIRECTED BY THE OFF-SITE ATOMS ENERGY REPRESENTATIVE.

CONTRACTOR SHALL INSTALL ATOMS ENERGY SUPPLIED PIPELINE MARKERS (7" POST WITH BOLT ON TOP) APPROXIMATELY EVERY 400 FEET AS DIRECTED BY THE ON-SITE ATOMS ENERGY REPRESENTATIVE.

CONTRACTOR TO COORDINATE WITH THE ON-SITE ATOMS ENERGY REPRESENTATIVE FOR IMPLEMENTATION OF THE REQUIREMENTS OF THIS SECTION.

ALL DRAWINGS ARE FOR REFERENCE ONLY. GAS LINES LOCATIONS AND OTHER MEASUREMENTS DEPICTED ON THESE DRAWINGS ARE APPROXIMATE. THE CONTRACTOR IS NOT TO RELY ON THIS INFORMATION OR ANY MEASUREMENTS TO DETERMINE THE LOCATION OR ACCURACY OF THE Receiver's OWNERSHIP.

IF POLES ARE DISCOVERED, DREDGING SHOULD BE INITIATED AND CONTACT ATOMS ENERGY REPRESENTATIVE (MARY JONES). 1-245-245-245, CELL 1-245-245-245 TO PERFORM AN INVESTIGATION OF THE VESSELS GENERAL NOTES / PIPE DATA

SCALE: HOMER / SHEET 1 OF 1

REV

1. CONTRACTOR SHALL INSTALL APPROVED TRACERS ALONG THE ENTIRE LENGTH AND ADJOIN TO POLYURETHANE PIPE. TRACERS TO BE INSTALLED IN A DOUBLE LAYER ELEVATION AS PIPE TRACERS SHALL BE INSTALLED ALONG WITH POLYURETHANE PIPE IN A DOUBLE LAYER ELEVATION AS PIPE TRACERS WERE TESTED APPROPRIATELY EVERY 500 FEET AS DIRECTED BY THE ON-SITE ATOMS ENERGY REPRESENTATIVE.

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SCALE: HOMER / SHEET 1 OF 1

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SCALE: HOMER / SHEET 1 OF 1

REV
## Materials with Stores (Items Ordered Through McJunkin or On ATMOS POS)

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>SIZE</th>
<th>QTY</th>
<th>PRICE (UNIT)</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>PIPE POLY 2 PE 3408/PE 4710 SDR11</td>
<td>2</td>
<td>324'</td>
<td>1.08 FT</td>
<td>$349.32</td>
</tr>
<tr>
<td>PIPE POLY 3/4 PE 3408/PE 4710 YUW STRPE SDR11 500FT</td>
<td>2</td>
<td>10'</td>
<td>0.26 FT</td>
<td>$2.60</td>
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<tr>
<td>ELL EF 2 90 DEG PE 3408 SGL PIN TRI FUSION TR0475</td>
<td>2</td>
<td>3</td>
<td>24.54 FT</td>
<td>$73.62</td>
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<tr>
<td>ELL EF 2 45 DEG PE 3408 SGL PIN TRI FUSION TR0426</td>
<td>2</td>
<td>2'</td>
<td>29.52 FT</td>
<td>$59.04</td>
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<tr>
<td>TEE EF 2 PE 3408 SGL PIN TRI FUSION TR03821</td>
<td>2</td>
<td>2</td>
<td>43.26 FT</td>
<td>$86.52</td>
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<td>CAP EF 2 PE 3408 SGL PIN GCP S766331</td>
<td>2</td>
<td>1</td>
<td>8.77 FT</td>
<td>$8.77</td>
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<tr>
<td>TEE TAP SOL EF 2 X 3/4 3408/4710 RF OUT 1800 FTNV W/STRAP GCP 10014815</td>
<td>2</td>
<td>1</td>
<td>22.97 EA</td>
<td>$52.97</td>
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<tr>
<td>WIRE 1/2 CU YLW SOLID THHN</td>
<td>334</td>
<td>0.11 EA</td>
<td>$60.74</td>
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<tr>
<td>TEST STATION CF 2-1/2-Pipe 2 Term YLW 1ID 187 FT P28200NGT</td>
<td>1</td>
<td>25.45 EA</td>
<td>$76</td>
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<tr>
<td>EY9 STICK 3/4 X 18 CS SCH 40 SERIES 1800 UMAC 40002</td>
<td>1</td>
<td>58.96 EA</td>
<td>$59</td>
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<tr>
<td>ANODE SL 30FT LEAD</td>
<td>1</td>
<td>18.55 EA</td>
<td>$37</td>
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<tr>
<td>MARKER TRIVIEW 66 IP ATMOS</td>
<td>1</td>
<td>13.91 EA</td>
<td>$83</td>
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**Materials with Stores Subtotal:** $405.97

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>PRICE (UNIT)</th>
<th>COST</th>
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<tbody>
<tr>
<td>TAX (2.5%)</td>
<td>1</td>
<td>1</td>
<td>$74.74</td>
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<tr>
<td>FREIGHT (2.5%)</td>
<td>1</td>
<td>1</td>
<td>$27.65</td>
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**Materials with Stores Total:** $1,003.36

## Company Labor (Total Direct Capital Labor)

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>PRICE (UNIT)</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>ENGINEERING / PROJECT MANAGEMENT</td>
<td>30</td>
<td>65 HR</td>
<td>$1,200</td>
</tr>
<tr>
<td>CONSTRUCTION MANAGEMENT</td>
<td>20</td>
<td>70 HR</td>
<td>$1,400</td>
</tr>
<tr>
<td>ENVIRONMENTAL</td>
<td>20</td>
<td>35 HR</td>
<td>$700</td>
</tr>
<tr>
<td>RIGHT OF WAY</td>
<td>40</td>
<td>35 HR</td>
<td>$1,400</td>
</tr>
<tr>
<td>FIELD CONSTRUCTION COORDINATOR (FCC)</td>
<td>30</td>
<td>50 HR</td>
<td>$1,500</td>
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<tr>
<td>MEASUREMENT GROUP - METER CHECK-OUT</td>
<td>15</td>
<td>70 HR</td>
<td>$1,050</td>
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**Company Labor Total:** $8,000

## Contract Labor

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>PRICE (UNIT)</th>
<th>COST</th>
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</thead>
<tbody>
<tr>
<td>CONTRACT ENGINEERING</td>
<td>317</td>
<td>112 HR</td>
<td>$39,984.00</td>
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<tr>
<td>ROW AGENT (3RD PARTY)</td>
<td>0</td>
<td>- HR</td>
<td>$0.00</td>
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<tr>
<td>FLARE SERVICE (ANALYST)</td>
<td>0</td>
<td>- DAY</td>
<td>$0.00</td>
</tr>
<tr>
<td>ENVIRONMENTAL INSPECTION DURING CONSTRUCTION</td>
<td>0</td>
<td>- EA</td>
<td>$0.00</td>
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<tr>
<td>ENVIRONMENTAL (PERMIT PREPARATION, CONSULTING, ETC)</td>
<td>0</td>
<td>- EA</td>
<td>$0.00</td>
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<tr>
<td>ENVIRONMENTAL REVIEW (3RD PARTY)</td>
<td>0</td>
<td>- HR</td>
<td>$0.00</td>
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<tr>
<td>SURVEY CREW</td>
<td>1</td>
<td>12,800 EA</td>
<td>$12,800.00</td>
</tr>
<tr>
<td>HOT TAP FABRICATION &amp; INSTALLATION</td>
<td>0</td>
<td>- DAY</td>
<td>$0.00</td>
</tr>
<tr>
<td>TOW HOT TAP CREW</td>
<td>0</td>
<td>- DAY</td>
<td>$0.00</td>
</tr>
<tr>
<td>DRS SKID INSTALLATION AND PIPING(HOOK-UP)</td>
<td>1</td>
<td>41,809 TOTAL</td>
<td>$41,809.33</td>
</tr>
<tr>
<td>PANTING (SAND/BLAST, PRIME, AND FINISH)</td>
<td>0</td>
<td>- DAY</td>
<td>$0.00</td>
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<tr>
<td>FENCE &amp; VEHICLE BARRIERS</td>
<td>0</td>
<td>- DAY</td>
<td>$0.00</td>
</tr>
<tr>
<td>GRAVEL SITE AERIAL INSTALLATION</td>
<td>0</td>
<td>- DAY</td>
<td>$0.00</td>
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<tr>
<td>CONSTRUCTION INSPECTOR (3RD PARTY)</td>
<td>8</td>
<td>630 DAY</td>
<td>$5,040.00</td>
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<tr>
<td>NOT COMPANY (X-RAY)</td>
<td>0</td>
<td>- DAY</td>
<td>$0.00</td>
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<tr>
<td>CROSS BORE INSPECTION</td>
<td>100</td>
<td>7 FT</td>
<td>$2,100.00</td>
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**Contract Labor Total:** $101,783.33

## Direct Cost Overheads

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>COST</th>
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<tbody>
<tr>
<td>BENEFITS OVERHEADS (85.0% OF COMPANY LABOR)</td>
<td>$3,440.00</td>
</tr>
<tr>
<td>STORES OVERHEADS (20.0% OF MATERIALS W/STORES)</td>
<td>$20.07</td>
</tr>
</tbody>
</table>

**Direct Overheads Total:** $3,460.07

**Total Direct Costs:** $114,196.76

## Indirect Costs

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>PHUNDS (22.0% OF COMPANY LABOR + 2.0% OF CONTRACTOR (ABOR))</td>
<td>$3,794.67</td>
</tr>
<tr>
<td>AFUC DEBT (0.0-200% OF DIRECT AND INDIRECT TOTALS EXCLUDING AFUC)</td>
<td>$345.23</td>
</tr>
<tr>
<td>DIVISION OVERHEADS (11.6% OF DIRECT COSTS)</td>
<td>$13,246.82</td>
</tr>
<tr>
<td>CORPORATE OVERHEADS (COP., A&amp;B, BU, A&amp;P, etc.)</td>
<td>$6,851.81</td>
</tr>
</tbody>
</table>

**Total Indirect Costs:** $24,238.52

**Total Direct and Indirect Costs:** $138,435.28

**Notes:**
- Construction cost provided by ATMOS Construction Services.
- One general contractor (McJunkin) is performing construction and priced contingent on availability of contractor at time of award.
- Estimate does not include costs for holding schedule in extreme-winter conditions.
- Construction estimate does not include costs associated with "sharp permissioning.
- Corporate overhead rate varies at time of item cost.
- Environmental costs are based on previous ATMOS Energy projects with a similar scope of work.
- Construction management provided by ATMOS Energy.
Attachment B

Utility’s Schedule of Work and Estimated Date of Completion

Estimated Start Date: 10/15/2018
Estimated Completion Date: 11/15/2018
See Attachment “H” for proof of property interest, which is established at 67.66% eligible.
August 24, 2018

ELIGIBILITY RATIO SUMMARY
Atmos Energy

<table>
<thead>
<tr>
<th>SHEET No. &amp; Sta. Limits</th>
<th>LF Non-Eligible</th>
<th>LF Eligible</th>
<th>LF Outside of Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>UEI-080.22149-23656-1303</td>
<td>108.00</td>
<td>226.00</td>
<td>0</td>
</tr>
</tbody>
</table>

**TOTAL =**

108
226
0

Eligible = 226.00
Non-Eligible = 108.00
GRAND TOTAL = 334

ELIGIBILITY RATIO = 67.66%
Attachment D

Betterment Calculation and Estimates

Betterment does not exist in this agreement.
Attachment E

Proof of Property Interest
Attachment F

City of Round Rock Permit
and Utility Joint Use Agreement
Utility Joint Use Agreement 80A  
Agreement No. WC-JUA-UTILITY-North Mays St. – Atmos

THE STATE OF TEXAS}  
COUNTY OF WILLIAMSON}

WHEREAS, Williamson County, hereinafter called the County, proposes to make certain roadway improvements on that section of the above indicated roadway; and

WHEREAS, Atmos Energy, hereinafter called the Owner, proposes to relocate certain of its facilities on, along or across, and within or over such limits of the roadway right of way as indicated on the plans attached, executed by Owner on the 4th day of September, 2018, or on location sketches attached hereto except as provided below;

NOW, THEREFORE, it is hereby mutually agreed that joint use for both roadway and utility purposes will be made of the area within the right of way limits as such area is defined and to the extent indicated on the aforementioned plans or sketches. Where Owner by reason of ownership within the area described above of an easement or fee title has the right to alter, modify or add to facilities presently located within the area described or construct additional facilities therein, such right is hereby retained, provided, however, if existing facilities are to be altered or modified or new facilities constructed within said area the Owner agrees to notify the County prior thereto, to furnish necessary sketches showing location, type of construction and methods to be used for protection of traffic, and if, in the sole opinion of the County, such alteration, modification or new construction will injure the roadway or endanger the traveling public using said roadway, the County shall have the right, after receipt of such notice, to prescribe such regulations and rules for the work proposed by Owner as the County deems necessary for the protection of the roadway facility and the traveling public using said roadway; provided further, however, that such regulations and rules shall not extend to the requiring of the placement of intended overhead lines underground or the routing of any lines outside of the area of joint usage above described.

In the event of an emergency, it being evident that immediate action is necessary for protection of the public health and safety and to minimize property damage and loss of investment, either party hereto may at their own responsibility and risk make necessary emergency repairs, notifying the other party hereto of this action as soon as is practical.

Participation in actual costs incurred by the Owner for any future adjustment, removal or relocation of utility facilities required by roadway construction shall be in accordance with this Agreement and the laws of the State of Texas. Except as expressly provided herein, (1) the Owner's rights of access to the through-traffic roadways and/or ramps shall be subject to the same rules and regulations as apply to the general public, and (2) the Owner and the County, by execution of this agreement, do not waive or relinquish any right which they may have under the law or Constitution of this State.

In the event the Owner fails to comply with the requirements as set out herein, the County may take such action, as it deems appropriate to compel compliance.
IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

Owner  Atmos Energy

Utility Name

By ____________________________

Authorized Signature

Title: VP Operations Mid-Tex Division

Date: 10/18/18

Williamson County

By ____________________________

Authorized Signature

Title: Williamson County Judge

Date: ____________________________
LETTER OF TRANSMITTAL

To: HNTB
101 East Old Settlers Blvd., Suite 100
Round Rock, Texas 78664

Date: November 5, 2018
CobbFendley Job: 1703-011-03-06
Re: North Mays Extension Phase 1 – Atmos Energy

Utility Agreements

ATTENTION: Eddie Church 512-527-6723

WE ARE SENDING YOU THE FOLLOWING VIA: Hand Delivered
☐ Prints ☒ Originals ☐ Other __________________________

<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>North Mays Extension Phase 1 – Atmos Energy Agreements</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

PURPOSE OF TRANSMITTAL:

☒ For Approval ☐ For Your Use
☐ As Requested ☐ For Review & Comment

Mr. Church:
Please see the attached Atmos Energy Agreements for the above project.

If you have any questions, please let me know.

Thank you,

Copy To
File

Received By: __________________________ SIGNED __________________________
Date & Time: __________________________

Michael Andrews, Utility Specialist