

**AGREEMENT FOR GAS INSTALLATION
BY TEXAS GAS SERVICE COMPANY**

This Agreement is made effective as of _____, 20____ (the "Effective Date"), by and between Texas Gas Service Company, a division of ONE Gas, Inc., an Oklahoma corporation ("TGS"), and the following named "Applicant:"

Applicant's Name:	Hidalgo County
Applicant's Address:	300 W Hall Acres Rd, Suite G, Pharr, Tx, 78577
Service Site/Extension Area:	Hidalgo County Pct. 2- Gilmore Kitchen, 301 E Hackberry Ave., McAllen, Texas, 78501
Facilities Requested:	The installation of 120 feet of service pipe to serve 1 commercial meters. Owner to remove and repair concrete sidewalk next to building Maximo WO # 2018-1001405739

Description	Applicant's Cost
Materials, Construction, Design & Inspection	\$2,552.00
Total	\$2,552.00

WHEREAS, Applicant desires that TGS provide natural gas utility service to the Service Site or Extension Area(as described above); and

WHEREAS, the provision of gas service to the Service Site or Extension Area will require the installation of the "Facilities Requested" (as described above) within public utility rights of way and/or private rights of way, along with service stubs at each delivery site within the Service Site or Extension Area as further described on the Design Plans attached hereto as Exhibit A and incorporated herein by reference (gas service lines, main lines, meter loops and service stubs described above are collectively referred to as the "Facilities");

NOW, THEREFORE, in order to induce TGS to extend natural gas utility service to the Service Site or Extension Area, it is agreed as follows.

1. Payment of Extension Expenses; Commencement Date. Applicant agrees to pay to TGS the total "Applicant's Cost" price set forth above prior to commencement of the installation by TGS. After receipt of payment of the Applicant's Cost, installation,

relocation, or replacement of the Facilities shall be commenced and completed as soon as is practicable.

2. Delays in Construction; Termination. TGS shall not be responsible for delays in construction or installation of any Facilities caused by TGS' inability to obtain access or rights of way, inclement weather, strikes, government actions or any other cause beyond TGS' reasonable control.

In the event the payment described at paragraph 1 above has not been made within 30 days from the date TGS executes this Agreement, or if for any reason beyond TGS' control TGS has not commenced construction of the gas service facilities within 60 days after TGS' execution hereof, TGS may at its sole option: (1) cancel this Agreement by giving Applicant 15 days' notice; or (2) redetermine the cost of the facility installation and adjust the amount of payment to be made by Applicant in accordance with such cost; or (3) install the Facilities pursuant to the terms and conditions set forth herein. In the event TGS cancels this Agreement pursuant to this paragraph, TGS shall immediately refund to Applicant all funds paid to TGS pursuant to this Agreement.

3. Ownership of Gas Lines and Equipment. All Facilities constructed and/or installed by TGS pursuant to this Agreement shall be the sole property of TGS, and Applicant shall have no lien or other property interest therein. The Facilities constructed and/or installed by Applicant and inspected and accepted by TGS pursuant to this Agreement shall be the sole property of TGS, and Applicant shall have no lien or other property interest therein.

4. Additional Terms and Conditions. This Agreement shall contain the terms and conditions set forth in the following attachments, which are incorporated herein by reference:

Exhibit A: Design Plans
Addendum 1: Construction
Addendum 2: Refunds

5. PIC Construction. If Applicant desires to cause the Facilities to be constructed by a third party (as indicated by circling "Yes" below), then (i) the PIC Construction Guidelines are attached hereto as Addendum [4] and are incorporated herein by reference and (2) the PIC insurance requirements are attached hereto as Addendum [5] and are incorporated herein by reference.

PIC Construction Applicable? No

6. Miscellaneous. The parties further agree as follows:

6.1 No Waiver by Failure to Act. Neither any failure nor any delay on the part of TGS in exercising any right hereunder shall operate as a waiver thereof; nor shall any

single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right by TGS. Payment of any sum by TGS to Applicant with or without knowledge of a breach shall not be deemed a waiver of the breach or any other breach.

6.2 Assignment. Applicant shall not assign this Agreement, or any part hereof, without the written consent of TGS' Manager of Regional Engineering, or subcontract any part of the work except in accordance with the terms of this Agreement. This Agreement shall be binding upon the respective successors, legal representatives and assigns of the parties.

6.3 Entire Agreement. This Agreement, together with the Addenda and Exhibits attached hereto, constitutes the entire agreement between the parties and supersedes all previous agreements, promises, and representations, whether written or oral, between the parties with respect to the subject matter of the Agreement. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties unless made in writing and duly signed by authorized representatives of both parties. TGS EXPRESSLY DISCLAIMS ANY REPRESENTATIONS, AGREEMENTS OR WARRANTIES NOT EXPRESSLY SET FORTH HEREIN.

6.4 Severability. If any paragraph or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then, to the extent permitted by law, such provision shall be replaced by similar terms deemed legal, valid and enforceable. If any illegal, invalid or unenforceable paragraph or provision of this Agreement cannot be so cured, that paragraph or provision shall be severed from the remaining portion of this Agreement, which shall otherwise remain legal, valid and enforceable.

6.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding any conflicts of law rule or principle that would otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction.

6.7 Attorneys' Fees. In the event either TGS or Applicant institutes an action or other proceeding to enforce any rights arising under this Agreement, the prevailing party shall be paid all reasonable costs and attorneys' fees by the other party, such fees to be set by Court and not by jury.

6.8 Headings; Interpretation. The headings used herein are for convenience and reference only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement. When used in this Agreement, the term "including" shall mean without limitation by reason of enumeration.

6.9 Counterparts. This Agreement may be executed in counterparts, each of which for all purposes shall be deemed an original, and all of which shall constitute

collectively one agreement. Delivery of an executed counterpart to this Agreement by telecopy, e-mail or other electronic means (e.g., "pdf" or "rtf") shall be effective as an original.

6.10 Waiver of Consumer Rights Under Texas' Deceptive Trade Practices Act: APPLICANT HEREBY WAIVES ITS RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ., BUSINESS AND COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF APPLICANT'S OWN SELECTION, APPLICANT VOLUNTARILY CONSENTS TO THIS WAIVER. **To the extent permitted under the Constitution and laws of the State of Texas.**

6.11 Authority to Execute Agreement. Each party warrants that it has the full right and authority to enter into this Agreement. All necessary approvals and authority to enter into this Agreement have been obtained and the person executing this Agreement on behalf of each party has the express authority to do so and in so doing, to bind such party hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the date first written above, notwithstanding any later dates of execution appearing below.

**TEXAS GAS SERVICE COMPANY,
a division of ONE Gas, Inc.**

By: _____

Printed name Title

Date Signed: _____

Hidalgo County

By: _____

Authorized Signatory

Ramon Garcia County Judge

Printed name Title

Date Signed: _____

ADDENDUM 1

CONSTRUCTION

1. Coordination of Construction Activities - Applicant. Applicant shall perform or cause to be performed the following acts prior to installation of the Facilities Requested, and shall provide evidence of completion to TGS as requested by TGS:

1.1 Property Rights/Access. Applicant shall provide a suitable right of way or easement for placement of the natural gas line and appurtenances. The right of way or easement shall be free from known environmental conditions and of sufficient width and rights of ingress and egress for the natural gas facilities.

1.2 Notice. Execution of this Agreement by Applicant and payment of the Applicant Cost shall serve as notice that Applicant desires to have TGS commence installation of the gas distribution facilities described in Facilities Requested. Notwithstanding the foregoing, Applicant must notify TGS when it believes it has achieved Site Readiness (defined below). TGS will confirm Site Readiness within 15 calendar days from such notice by Applicant.

1.3 Site Readiness: TGS cannot construct facilities until "Site Readiness" is achieved. A construction site for a new facility (i.e. new building) is ready when: Site development permit with limits of construction inclusive of gas installation per the Plans is obtained from appropriate agency, grading and staking are complete, water and wastewater systems have been installed, and area for gas installation per the Plans is clear and accessible, A construction site for an existing facility that requires relocation, replacement, or a new service is ready when: staking is complete, area for the gas installation per the Plans is clear and accessible, owner has notified tenants of work, and traffic control has been coordinated if applicable. If applicable for commercial sites, the external plumbing kick out must be installed and desired riser location marked per the attached diagram below in Section 6.

1.4 Plans. Applicant has provided to TGS a site plan of the subject Service Site reflecting the location of any structures thereon, along with the location at which the yard line is to be connected to the internal piping of such structures (the "Design Plans"), a copy of which is attached hereto as Exhibit A and incorporated hereby reference. Applicant acknowledges that TGS designed the Facilities based on the Design Plans provided by Applicant.

1.5 Grading and Staking. Prior to commencement of installation of the Facilities Requested, Applicant shall grade to subgrade \pm .50 feet (6 inches) all streets, alleys, roadways or easements in which the services shall be installed.

In the event that the Applicant must grade after the installation of gas infrastructure, TGS must be notified to ensure minimum cover is maintained. If grading activities after gas installation cause the installation to not meet standards, Applicant is fully responsible for all costs associated with lowering and/or relocation required.

1.6 Water/Wastewater Systems. Applicant shall ensure that all water, wastewater and sewer construction has been completed and tested prior to commencement of work on the Requested Facilities by TGS.

1.7 Other Installations. Applicant shall not permit the installation of any underground electrical, telephone, cable television or other wiring or conduit systems within the area to be used for the Facilities Requested until the Facilities Requested have been installed and tested.

1.8 Coordination of Trenching. All required pre-blasting of utility trenches, including natural gas trenches, shall be coordinated by Applicant prior to the commencement of installation of any underground utility systems.

1.9 Soil Density. Applicant shall be responsible for all testing of soil densities and required compactions.

1.10 Pavement Repairs. Applicant shall be responsible for the replacement or repair of asphalt and concrete removed by TGS on private property.

1.11 Additional Depth. Cover in excess of the amounts set forth below may be required. Applicant is responsible for costs associated with extra depth, if necessary, to achieve proper cover.

2. Depth of Installations. Installation of natural gas facilities shall conform to the following depth requirements:

2.1 Mains. Unless otherwise provided in the Special Conditions, the ditch shall be cut to sufficient depth to provide a minimum cover of thirty-six inches (36") from the top of the pipe. Depth of cover shall be measured from the lowest of the ditch sides. When the pipeline ditch is located parallel to and less than five feet (5') from, or crosses a burrow or drainage ditch, the depth of cover shall be measured to the bottom of the burrow or drainage ditch. In areas to be graded after installation of the pipeline, the depth of cover shall be thirty-six inches (36") from the finish grade. If the line traverses rock, the ditch shall be cut to sufficient depth to provide a minimum cover of thirty-six inches (36") from the top of the pipe. If the line traverses shifting sand or sand dunes, the ditch shall be cut to a sufficient depth to provide a minimum cover of sixty inches (60") from the top of the pipe.

2.2 Service Lines. Each service line shall be installed with a minimum depth of cover of twenty-four inches (24") from the main to the property line and twenty-four inches (24") from the property line to the structure, and thirty inches (30") in alleys, easements, streets and roads. Should the meter location be at the property line, minimum cover shall be twenty-four inches (24"). In all circumstances, when mandated by governmental agencies, additional cover will be required. Service lines shall be graded uniformly so that any liquids will drain toward the main. Each service line shall be properly supported on undisturbed or well-compacted soil. Sags or pockets are not permitted.

2.3 Additional Depth. When mandated by governmental agencies, additional cover may be required. Additional cover requested by Applicant shall be provided at additional cost.

3. Move In/Move Out. In the event TGS is required to remove its equipment and crews from the work site after commencement of work and prior to completion thereof due to no fault of TGS, Applicant shall reimburse TGS the sum of \$1,500.00 for the expenses of same. This fee shall be paid by Applicant for each additional move in/move out required of TGS.

4. Additional Costs/Changes. Applicant shall be liable for any expenses incurred by TGS for the performance of any of the acts required of Applicant pursuant to this Addendum and for any additional design services or inspections necessitated by deviations from the construction plans or facilities described in Facilities Requested.

5. Initiation of Gas Service. TGS may refuse to initiate gas service to the Service Site until Applicant has reimbursed TGS for any additional expenses as set forth in Section 3 and 4 above.

6. Riser/Meter Location Requirements. A diagram of the riser/meter location requirements are attached hereto and incorporated herein.

ADDENDUM 2

REFUNDS

1. **Refunds to Applicant.**

Refunds to Applicant. Up to and including the third anniversary of the effective date of this Agreement, Applicant shall be entitled to a refund of **\$42.53** per Mcf of natural gas measured at the Service Site utilizing the Requested Facilities, not to exceed the sum of **\$2,552.00**

Refund contact _____ Phone _____

email _____ Street address _____

City _____ State _____ Zip _____

2. **Procedure for Refund; Audits.** To obtain the refunds described above, Applicant shall supply to TexasGasRefunds@txgas.com a request for refund including the following information: Service Site address or designation and legal description, including subdivision name and phase; description of improvements on such Service Site, and description of all gas-burning appliances installed including manufacturer information and product identification numbers.

TGS shall have the right to audit Applicant's books and records during business hours to verify the accuracy of any representations made in any refund request. In the event that TGS makes any refund based on any intentional or unintentional misrepresentation by Applicant, TGS shall be entitled to collect the refund amount from Applicant or to offset same against any other refunds due to Applicant.

Applicant must submit any and all requests and information required for refunds to TGS no later than 6 months after the fifth anniversary of the effective date of this Agreement. All funds not subject to a timely refund request may be forfeited by Applicant and may be deemed a contribution in aid of construction on the date 6 calendar months following the fifth anniversary hereof. If no refund is requested by Applicant, TGS may, but is not required to, issue a refund check to the Applicant at the address listed in the Agreement. If any such refund checks are returned and not claimed or are not cashed within 6 months from the date of issuance, the refund may be submitted by TGS to the Unclaimed Property Division of the Texas Comptroller.

In no event shall the total of refunds requested, granted or paid by TGS exceed the estimated installation costs as set forth herein.

3. **Assignment of Refunds.** Applicant may, by proper instrument, transfer its interest in any applicable refunds to any other entity or individual. TGS shall have no obligation to honor such assignment until duly notified by a writing signed by Applicant.



EMPLOYEE INFORMATION

Date:

Name:

Phone:

OKE:

Mainline Extension Agreement Setup Form

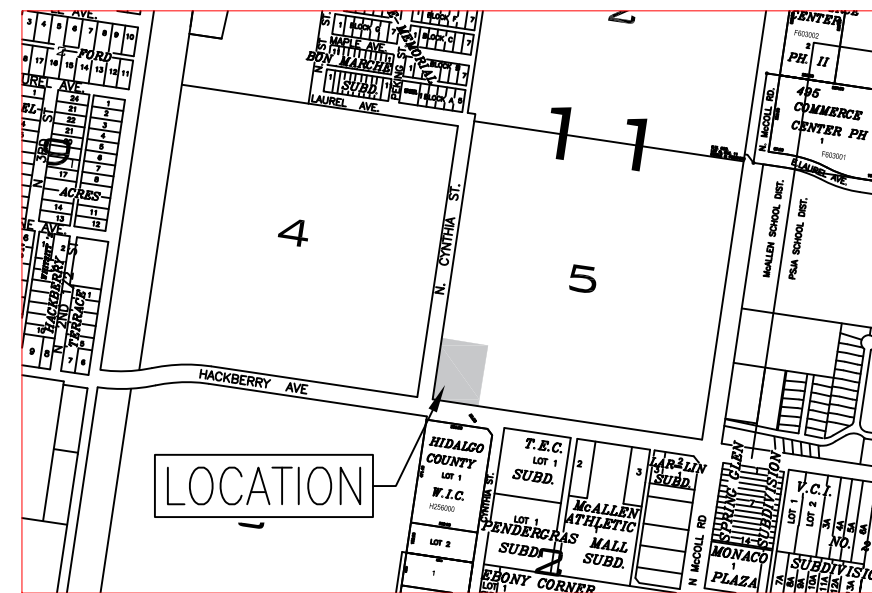
INSTRUCTIONS: Please print the following information. If a question does not apply, please indicate "N/A" (not applicable) in the field. Every effort will be made to ensure that accurate, completed, and signed forms are processed within two business days. Incomplete forms will delay the setup process. Processing is handled on a first-in, first-out basis based on the date of receipt. If you need assistance completing this form, please email OGSvendorrequest@onegas.com.

COMPANY INFORMATION (All fields in this section are required):	
COMPANY LEGAL NAME (AS SHOWN ON FEDERAL TAX RETURN)	
DOING BUSINESS AS (If Applicable)	
ADDRESS	
CITY, STATE, ZIP	
FEDERAL TAX ID NUMBER (For Companies)	SOCIAL SECURITY NUMBER (For Individuals)
<input type="checkbox"/> C-Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Other <input type="checkbox"/> S-Corporation <input type="checkbox"/> Limited liability company <input type="checkbox"/> Trust/Estate <input type="checkbox"/> Exempt payee (see below) Enter the tax classification (C=C Corp, S=S Corp, P=Partnership) > _____	
Exemptions: Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____	
SELECT PAYMENT METHOD	
<input type="checkbox"/> CHECK <input type="checkbox"/> ELECTRONIC (ACH/EFT) - Payments are received in immediately available funds on the due date with advance email notification of the payment amount. Eliminates delays associated with mail time, lost mail, and deposit floats. It is the responsibility of the business or individual to notify ONE Gas of any changes pertinent to electronic payments, such as changes in banking information or email address. Routing Number: _____ Account Number: _____	
SUBSTITUTE W-9	
Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) that IRS has notified me that I am no longer subject to backup withholding, 3. I am a U.S. Citizen or other U.S. person, and 4. The FATCA code entered on this form (if any) indicating that the payee is exempt from FATCA reporting is correct.	
SIGNATURE OF U.S. PERSON & DATE	

PLEASE NOTE:

ONE Gas, Inc. will provide a reasonable and good faith effort to extend opportunities to small, minority and disadvantaged business entities. Providing your diversity classification information helps ONE Gas, Inc. to evaluate and strengthen our core value of Inclusion and Diversity. You are NOT required to provide this information. ONE Gas, Inc. compiles diversity information for reporting to local, state and federal authorities as requested.

DIVERSITY INFORMATION - CLASSIFICATION					
<input type="checkbox"/> Small Business	<input type="checkbox"/> Service-Disabled Veteran-Owned Small Business	<input type="checkbox"/> Small Disadvantaged Business	<input type="checkbox"/> Minority (Please see below)		
<input type="checkbox"/> Woman-Owned Small Business	<input type="checkbox"/> Hub Zone Small Business	<input type="checkbox"/> Large Business			
<input type="checkbox"/> Veteran-Owned Small Business	<input type="checkbox"/> Small Certified Disadvantaged Business	<input type="checkbox"/> Foreign Business			
DIVERSITY INFORMATION - MINORITY REPORTING					
<input type="checkbox"/> Asian-Indian	<input type="checkbox"/> Asian-Pacific	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Black	<input type="checkbox"/> Native American	<input type="checkbox"/> Undisclosed



LOCATION MAP N.T.S.

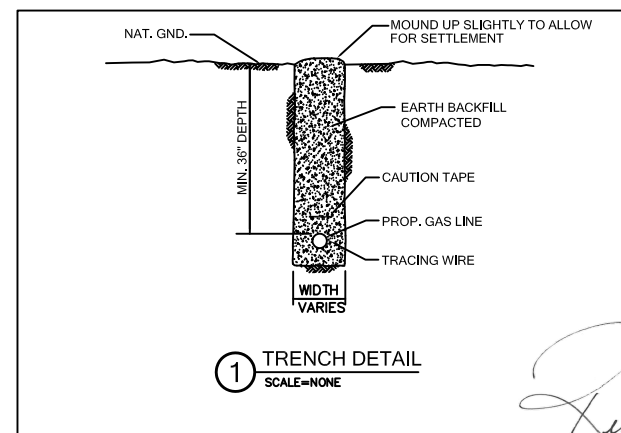
SERVICES				
WO# 2018-1001187083				
SIZE	LENGTH	MATERIAL	R.O.W.	PRIVATE
1"	120'	PE	5	115'

SERVICE INSTALL METHOD			
TRENCH	BORE	INSERT	DEVELOPER OPENS TRENCH
105	15	0	0

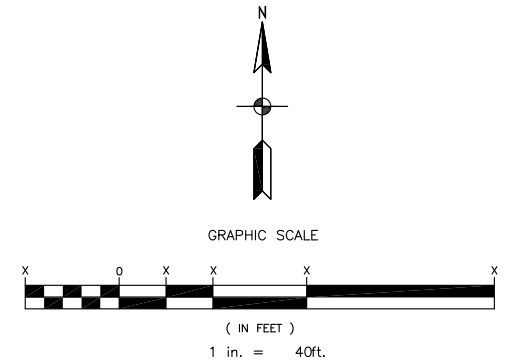
SERVICE FITTINGS		
QUANTITY	SIZE	TYPE
1	1"	STL TAP & VALVE
1	1"	PE EFV 700 SERIES

TOTAL SERVICES = 1

CAUTION!
CONTRACTOR SHALL EXERCISE CAUTION AS THE EXISTING UTILITIES ARE WITHIN CLOSE PROXIMITY OF THE PROPOSED CROSSING. ANY DAMAGES TO ANY EXISTING UTILITIES SHALL BE PAID BY THE CONTRACTOR AT HIS/HER OWN EXPENSE.



1 TRENCH DETAIL
SCALE=NONE



LEGEND

- NEW GAS MAIN
- - - NEW SERVICE LINE
- - - TO BE ABANDONED
- - - PROPERTY LINE
- - - PROJECT LOCATION
- HP2PE — EXIST. HIGH PRESSURE GAS
- LP2PE — EXIST. LOW PRESSURE GAS
- ABAND — ABANDONED GAS LINE
- WL — EXIST. WATER LINE
- WW — EXIST. WASTE WATER
- SS — EXIST. STORM SEWER
- OE — EXIST. OVERHEAD ELECTRIC
- UE — EXIST. UNDERGROUND ELECTRIC
- OT — EXIST. OVERHEAD TELEPHONE

NOTES

1. PRIOR TO THE INSTALLATION OF T.G.S. OWNED GAS LINES, IT IS THE CUSTOMERS RESPONSIBILITY TO GRADE ALL STREETS, ALLEYS, ROADWAYS OR EASEMENTS TO SUBGRADE, ± .50 FEET (6 INCHES).
2. ALL SURFACE REPAIRS MADE ON PRIVATE PROPERTY BY TEXAS GAS SERVICE OR ITS AFFILIATES, WILL BE TEMPORARY. ALL PERMANENT REPAIRS ARE THE OWNERS RESPONSIBILITY.
3. CONTRACTOR TO CONTACT T.G.S. ENG. DEPT. PRIOR TO CONSTRUCTION TO VERIFY ASSIGNMENTS OF MAINS & SERVICES WHEN APPLICABLE.
4. DETERMINATION OF GRADE FOR GAS MAINS AT STORM SEWER CROSSINGS TO BE DONE IN THE FIELD IN CONJUNCTION WITH PROFILE SHEETS WHEN APPLICABLE.
5. ALL SPOIL SHALL BE REMOVED FROM JOB SITE UPON COMPLETION OF GAS LINE INSTALLATION.
6. #14 COPPER TRACER WIRE TO BE PLACED IN BOTTOM OF TRENCH PARALLEL TO MAINS & SERVICES. ALL WIRE JOINTS SHALL BE IN ACCORDANCE WITH T.G.S. STANDARDS. TRACER WIRE TO BE ONE CONTINUOUS UNIT.
7. MARKER TAPE TO BE INSTALLED 1 FOOT BELOW SUBGRADE & PARALLEL TO MAINS & SERVICES.
8. COMPACTION OF TRENCHES IN ALL ROADWAYS SHALL BE DONE IN ACCORDANCE WITH TEXAS GAS SERVICE STANDARDS.
9. CONTRACTOR IS RESPONSIBLE FOR FIELD LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. ANY DAMAGE TO EXISTING FACILITIES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
10. ANODE TO BE INSTALLED TO TRACER WIRE. TRACER WIRE WILL NOT BE TIED TO WRAPPED STEEL MAIN.
11. ALL BORES WILL BE DIRECTIONAL UNLESS OTHERWISE SPECIFIED.

ISSUE FOR CONSTRUCTION

R. Casares

DRAWN BY EMPERATRIZ GARZA	DATE 9/12/2018
CHECKED BY R. CASARES	DATE 9/12/2018
SCALE NOTED	

NOTE: THIS DRAWING IS THE PROPERTY OF TEXAS GAS SERVICE CORPORATION AND SHALL NOT BE TRACED, PHOTOGRAPHED, OR REPRODUCED IN ANY MANNER, NOR USED FOR ANY PURPOSE WHATSOEVER EXCEPT BY WRITTEN PERMISSION OF TGS. NOT VALID FOR CONSTRUCTION UNLESS CERTIFIED.

THE RAILROAD COMMISSION OF TEXAS IS REQUIRING GAS UTILITIES TO RECORD THE LOCATION OF ALL PLASTIC PIPE BY PRINT. AS A RESULT OF THIS NEW CONSTRAINT, THE CONTRACTOR WILL BE REQUIRED TO DOCUMENT CERTAIN SPECIFICATIONS ASSOCIATED WITH THE PIPE INSTALLED IN YOUR SUBDIVISION.

APPROXIMATE LOCATION OF EXISTING GAS LINES. NO BLASTING WITHIN 10 FEET OF GAS LINES. CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO THE GAS LINES. CONTACT TEXAS 811 FOR LOCATIONS AT LEAST 48 HOURS PRIOR TO EXCAVATING.

Harlingen, Texas

A Division of ONE Gas

HIDALGO COUNTY PCT 2 GILMORE KITCHEN 301 E HACKBERRY AVE MCALLEN, TEXAS			
MWO NO. 2018-1001405739	CUE NO.	MAP GRID NO.	REV. A