

WORK ASSIGNMENT SUPPLEMENT (Fortification)

WILLIAMSON COUNTY ANNEX - GEORGETOWN PROJECT 080.27647

This Work Assignment Supplement is entered into effective August 12, 2009, by and between H & T Utilities, P.O. Box 647, Manor, Texas 78653 ("CONTRACTOR"), Williamson County, 710 Main Street, Georgetown, Texas 78626 ("DEVELOPER"), and Atmos Energy Corporation ("COMPANY").

PERFORMANCE OF WORK - CONTRACTOR will perform the work identified herein (the "Work") as authorized by COMPANY, pursuant to the terms and conditions in the Assigned Task Agreement between COMPANY and CONTRACTOR, which Agreement is incorporated herein by reference. When and as expressly authorized by COMPANY, and notwithstanding any provision to the contrary in the above-referenced Assigned Task Agreement, DEVELOPER will pay CONTRACTOR the full and complete cost of the Work, as mutually agreed between CONTRACTOR and DEVELOPER, but COMPANY will, within 30 days after Final Acceptance of the Work, reimburse DEVELOPER \$ 4,917.00, for system fortification in the event of future growth on the system.

SCOPE OF WORK - CONTRACTOR will perform the Work in accordance with the Scope of Work Attachment and the drawings, specifications, and instructions, if any attached hereto, and identified in the List of Attachments set forth herein. DEVELOPER will have the right, at all times, to instruct CONTRACTOR to construct the Work in accordance with the Scope of Work Attachment, but DEVELOPER has no obligation to supervise CONTRACTOR in the performance of the Work.

CONTRACTOR will, in consultation with DEVELOPER, assume full responsibility for investigating conditions of any property or facilities at or with respect to which Work will be performed, for the purpose of evaluating and determining the existence and magnitude of any hazards resulting from such Work to such property, or to the property of DEVELOPER, or to the property or physical well-being of any of DEVELOPER's employees or agents, and CONTRACTOR and/or DEVELOPER, as appropriate, will ensure that DEVELOPER's and CONTRACTOR's employees and agents are advised of and fully understand the nature of such hazards and safety precautions that can be taken to eliminate or minimize the dangers relating to such hazards.

ACCEPTANCE OF WORK - Upon inspection and acceptance by COMPANY's inspector of the Work ("Final Acceptance"), DEVELOPER will execute and deliver to COMPANY a Bill of Sale and Assignment substantially in the form attached hereto and made a part hereof, conveying the Work to COMPANY. In addition, if the Work is not located under public rights-of-way or defined public utility easement, DEVELOPER will grant to COMPANY an easement over the Work, which easement will be substantially in the form of the easement attached hereto and made a part hereof. It is understood and agreed that the transfer of the Work installed pursuant to this Agreement, and the granting of any easements to COMPANY hereunder, will be at no cost to COMPANY whatsoever.

DEVELOPER must notify COMPANY's Project Manager at least five days prior to commencement of construction.

CONTRACTOR must return all required field construction documents to Atmos Energy including, but not limited to, as-built, test charts and print line data within 10 working days of completion.

INVOICES - All invoices will be sent to DEVELOPER at the following address:

Address: 710 Main Street, Georgetown, Texas 78626

LIST OF ATTACHMENTS - COMPANY, DEVELOPER, and CONTRACTOR agree that the following described attachments, if any, are incorporated herein in their entirety.

- | | |
|--------------------------------|--|
| 1. Scope of Work Attachment | 3. Form of Bill of Sale and Assignment |
| 2. Design Layout of Facilities | 4. Form of Easement (N/A) |

CONTRACTOR: H & T UTILITIES

By: James D. Reeves
Name: James D. Reeves
Title: manager

ATMOS ENERGY CORPORATION

By: _____
Name: _____
Title: _____

DEVELOPER: WILLIAMSON COUNTY

By: _____
Name: _____
Title: _____

WORK ASSIGNMENT SUPPLEMENT
SCOPE OF WORK ATTACHMENT

PROJECT # 080.27647

PROJECT NAME OR SUBDIVISION & PHASE: WILLIAMSON COUNTY ANNEX

NUMBER OF METERS: 01

DEVELOPER REQUIREMENTS: GAS MAIN EXTENSION

ALLEY DISTRIBUTION:

CONTRACTOR will install all gas main(s), service taps, and service line risers required, as part or in furtherance of the Work. CONTRACTOR will be responsible for installing facilities to COMPANY design drawings and specifications including, but not limited to, those pertaining to depth from final grade (minimum 30" for main and 24" for service line), tracer wire, test stations, etc. and Atmos Energy's Meter Specification Manual.

FRONT LOT DISTRIBUTION:

CONTRACTOR will install all gas main(s), service taps, and service stubs to 10 feet inside the property line of each lot or tract within the Scope of Work. Curb marker medallions and/or marker balls will be placed to mark all service stubs. CONTRACTOR will be responsible for installing facilities according to COMPANY design drawings and specifications including, but not limited to, those pertaining to depth from final grade (minimum 30" for main and 24" for service stub), tracer wire, test stations, etc. and Atmos Energy's Meter Specification Manual.

STORM WATER POLLUTION PREVENTION PLAN

If off-site project requires a SWPPP, COMPANY consultant will provide the plan to the DEVELOPER/CONTRACTOR and will submit NOI for the off-site project on behalf of all parties. DEVELOPER/CONTRACTOR will provide necessary sediment control measures screening, filters, etc. for installation and restabilization of the off-site project area.

CONTRACTOR will be responsible for providing gas mains of the number, dimensions, and footages specified below:

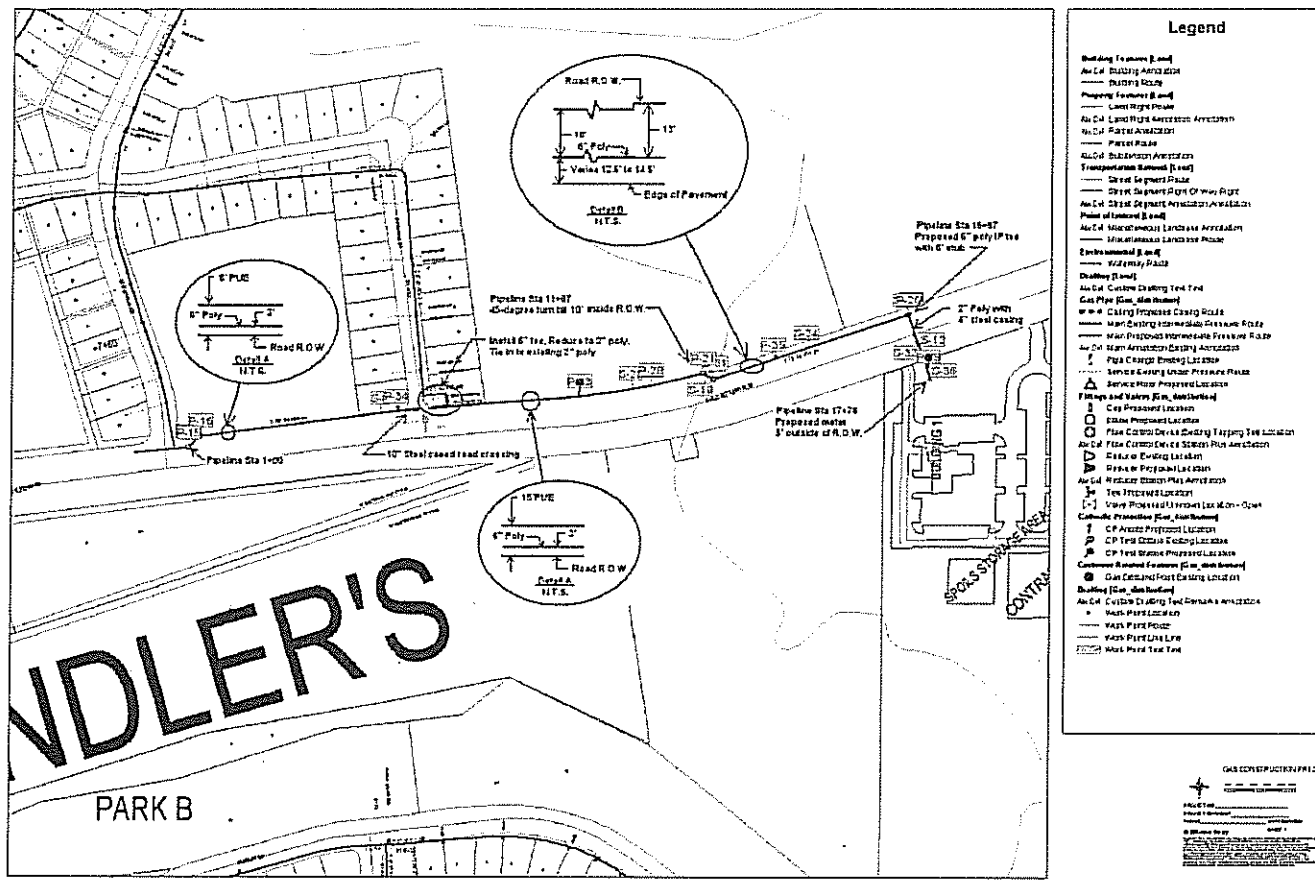
Install approximately 1775 linear ft. of 6-inch Poly II main, approximately 140 linear ft. of 10-inch steel casing, approximately 120 linear ft. of 2-inch Poly II svc. with flanged riser and poly valve and approximately 70 linear ft. of 4-inch steel casing to accommodate 1 lot. If staking is required, it is a Developer/Contractor financial responsibility. The Developer is also liable for costs associated with obtaining a certified engineered drawing for a bore permit from TXDOT or other governmental entities when applicable for work being performed in Right-of-Way. For alley sets, risers will be provided by the contractor. 5# anodes should be placed every 1000 feet and/or as shown on the design to protect the tracer wire. Excess Flow Valves are required on every residential service stub, along with the EFV medallion. Install gas mains in designated PUE adjacent to Right of Way. If design changes are required in the field – contact the FCC and Project Manager before proceeding. Test Leads required at 500 feet intervals and/or at protected locations and at all (main) Dead Ends.

COMPANY will be responsible for the following:

1. Inspecting all work performed by CONTRACTOR in a reasonably timely manner.
2. Notifying DEVELOPER within a reasonable time after Final Acceptance of the Work by COMPANY.
3. Installing service lines and risers for front lot distribution from service stub in accordance with Atmos Energy's Meter Specification Manual (available at Atmosenergy.com)

WORK ASSIGNMENT SUPPLEMENT

DESIGN LAYOUT OF FACILITIES



WORK ASSIGNMENT SUPPLEMENT
FORM OF BILL OF SALE AND ASSIGNMENT

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

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COUNTY OF WILLIAMSON

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THAT for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, WILLIAMSON COUNTY (hereinafter referred to as "Seller"), hereby grants, bargains, sells, assigns, transfers, and conveys unto Atmos Energy Corporation, 5420 LBJ Frwy, Suite 1800, Dallas, Texas 75240, a Texas and Virginia corporation (hereinafter referred to as "Buyer"), its successors and assigns, all of Seller's right, title, and interest to and in the following, all of which is collectively referred to hereafter as the "Property":

(a) that equipment and those facilities described in Attachment "1," located on that property described, configured and situated along the route described in Attachment "2," all such attachments being a part hereof; and

(b) all easements and permits related to the equipment and facilities set forth above, as described in Attachment "4," being a part hereof

Seller warrants that it is the lawful owner in every respect of the Property, and that the new pipeline is free and clear of all liens, security agreements, encumbrances, claims, demands, and charges of every kind whatsoever. Seller further warrants that it is not aware of any existing violations of any law, ordinance, or regulation relating to the Property, or of any latent or patent defects in the Property.

TO HAVE AND TO HOLD unto the said Buyer, its successors and assigns forever, to warrant and defend the title to the Property against every person whomsoever lawfully claiming the Property or any part of it.

Seller further agrees to execute and deliver any and all further conveyances, assignments, bills of sale, certificates, instruments of transfer, or other documents that may be necessary or appropriate to effectuate the terms hereof, and the terms of that certain Work Assignment Supplement between Buyer, Seller, and H & T UTILITIES dated August 12, 2009, and to vest in Buyer, its heirs, representatives, successors, and assigns, title to the Property.

IN WITNESS WHEREOF, this Bill of Sale and Assignment is executed on the _ day of _____, 2009.

WILLIAMSON COUNTY

Atmos Energy Corporation

By: _____

By: _____

Title: _____

Title: _____
