

**WORK ASSIGNMENT SUPPLEMENT – Project #080.58772
WILCO ANNEX**

This Work Assignment Supplement is entered into effective January 4, 2018, by and between Fuquay, Inc., 3000 CR 175, Leander, Texas 78641 ("CONTRACTOR"), Williamson County, 710 Main St., Georgetown, TX 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 Master Services Agreement No S 0394479 ("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 Agreement, DEVELOPER will pay CONTRACTOR the full and complete cost of the Work, as mutually agreed between CONTRACTOR and DEVELOPER.

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.

All field changes must be approved in advance by the CONTRACTOR, DEVELOPER and COMPANY by email or letter.

ACQUISITION OF EASEMENT RIGHTS - If any additional real property rights must be acquired in order to connect with completed Work with COMPANY's existing facilities located outside of DEVELOPER's property, then COMPANY's acceptance of the Work shall be conditioned upon DEVELOPER having acquired for COMPANY all real property rights which COMPANY deems necessary for the installation of facilities which are sufficient to connect to the completed Work.

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 St., Georgetown, TX 78626

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

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|--------------------------------|--|
| 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: FUQUAY, INC.

By: 

Name: Raymond Gonzalez

Title: Div. Mgr.

DEVELOPER: WILLIAMSON COUNTY

By: 

Name: Dan A. Carter

Title: County Judge

ATMOS ENERGY CORPORATION

By: 

Name: Mark A. Free

Title: Project Specialist

WORK ASSIGNMENT SUPPLEMENT
SCOPE OF WORK ATTACHMENT

PROJECT # 080.58772

PROJECT NAME OR SUBDIVISION & PHASE: WILCO ANNEX

NUMBER OF METERS: 1

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. DEVELOPER'S plumber will install customer gas line on same side of building as COMPANY installed service riser.

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. Marker balls and curb marker medallions 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. DEVELOPER's plumber will install customer service stub on same side of building as COMPANY installed service stub.

STORM WATER POLLUTION PREVENTION PLAN

If project requires a SWPPP, COMPANY consultant will develop and will be responsible for the plan and will also submit NOI for the project. DEVELOPER/CONTRACTOR will provide necessary sediment control measures screening, filters, etc. for installation and restabilization of the project area.

DEVELOPER INITIALS:



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

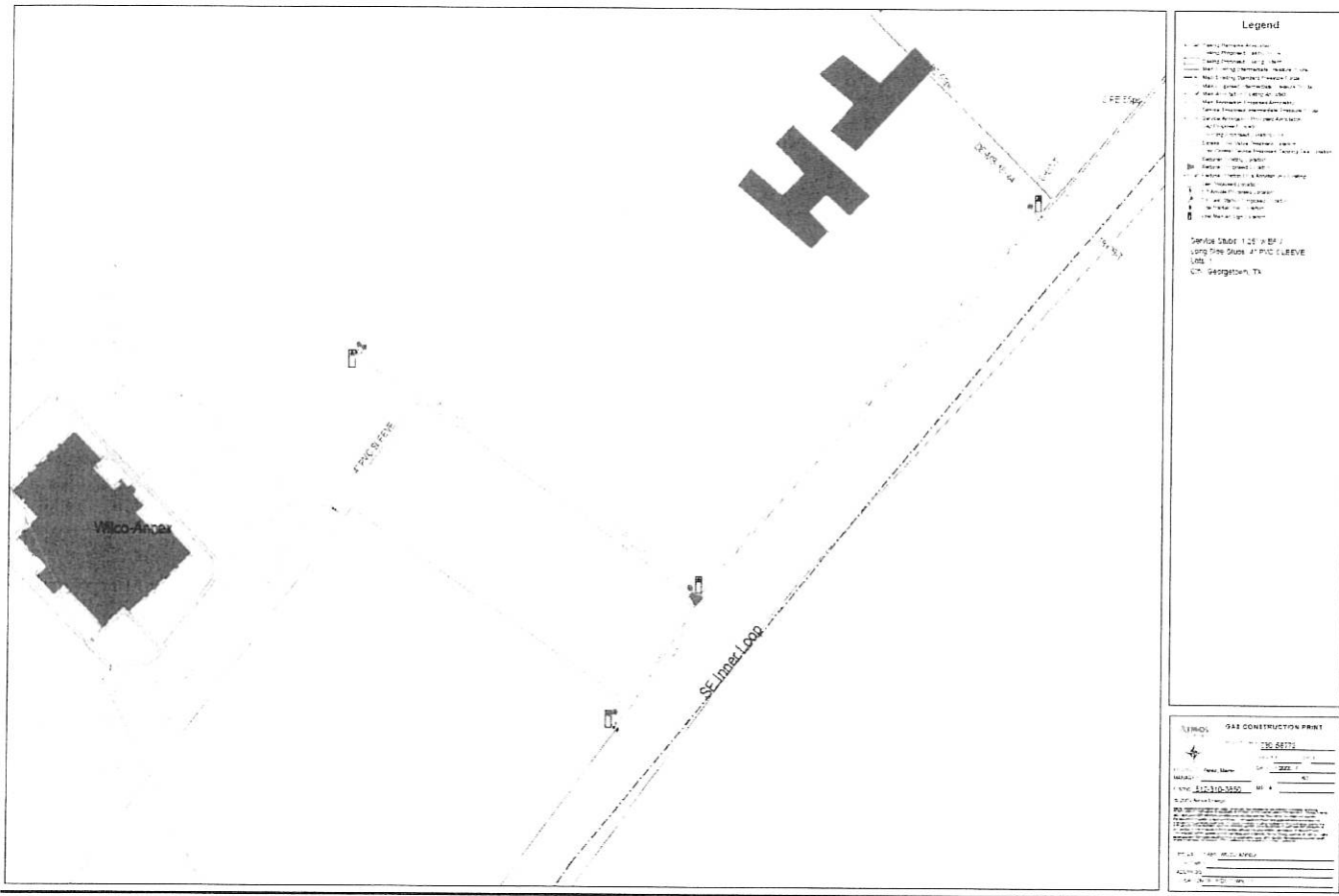
City of Georgetown, County of Williamson, State of Texas, SE Inner Loop East of 1460. Install approximately 557 LF of 4 inch HDPE main and 887 LF of 6 inch HDPE main to serve commercial development known as Wilco Annex. This will be a WAS agreement between Atmos Energy and Williamson County. Recommended by System Planning, approved by Investment Strategy and Operations Region Manager. The Project Manager is Martin Perez and the Field Construction Coordinator is Doug Knauth. If staking is required, it is a Developer/Contractor financial responsibility. 5# anodes should be placed every 1000 feet and/or as shown on the design to protect the tracer wire. Test Leads required at 500 feet intervals and/or at protected locations and at all (main) Dead Ends. Excess Flow Valves are required on every residential service stub, along with the EFV medallion. Install gas mains in designated PUE. If design changes are required in the field – contact the FCC and Project Manager before proceeding.

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:

COUNTY OF WILLIAMSON

THAT for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Williamson County, 710 Main St., Georgetown, TX 78626, a _____ corporation (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 Fuquay, Inc. January 4, 2018, 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 19 day of Oct., 2018

Williamson County

By: _____

Title: County Clerk

Atmos Energy Corporation,

By: _____

Title: Project Specialist