

# EXHIBIT

## "A"

### REIMBURSEMENT AGREEMENT

Atmos Energy Corporation, ("Company") and the City of Round Rock ("Applicant"), whose address is 221 East Main Street, Round Rock, Texas 78664, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. Company will extend gas service as identified in "Exhibit A," attached and made a part hereof (the "Project").
2. Upon execution of this Agreement, Applicant will deposit with Company \$518,344 which is equal to the preliminary Ballpark Estimate ("Exhibit B") for the Project. Within 120 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 initial Ballpark Estimate of up to a cap of 120% ( $20\% \times \$518,344 = \$103,669$ ) of the Ballpark Estimate, then Applicant will, within 30 days after receipt of such statement, reimburse Company for all such additional costs not to exceed \$622,013. If the statement establishes that the actual costs for the Project were less than the Ballpark Estimate, then Company will, together with the statement, refund to Applicant the difference between the actual costs for the Project and the Ballpark 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 working easement and access to easement in order to design & construct 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 will be responsible for any landscape restoration work required after Company has completed the Project, unless specifically stated in the project scope. To the extent allowed by Texas Law, 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 will 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 will 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 Letter Agreement.
10. This Agreement constitutes the final expression of agreement between the parties and parol 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 will be returned for your file.

City of Round Rock, a Texas Home Ruled  
Municipal Corporation

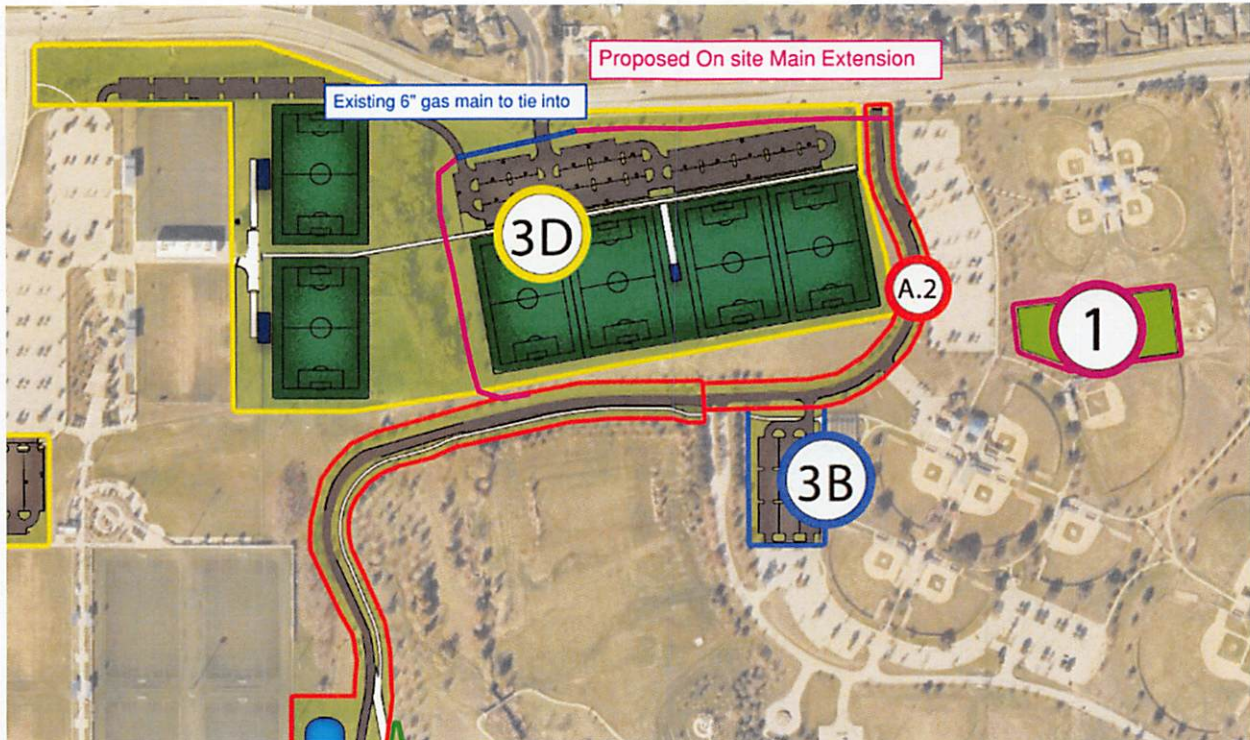
Atmos Energy Corporation

By: \_\_\_\_\_  
Printed Name: Craig Morgan  
Title: Mayor  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: Marco Delira  
Title: Manager Engineering Services  
Date: \_\_\_\_\_

## Exhibit "A"

Project Description – Install approximately 1,520 linear feet of 6" IP HDPE gas main along the south side of East Old Settler's Boulevard from Harrell Parkway to the subject property. Scope also includes one (1) road bore across Harrell Parkway to serve future Developments by the City of Round Rock.



# Exhibit "B"

**CORR Old Settlers Park - West Offsite**

**09/18/2024**

**Project No. 080.87109 / 2778635322**

**Williamson County, TX**

## EXECUTIVE SUMMARY

Item	Description	Estimated Cost
<b>1</b>	<b>Materials (Direct Quote from Material Supplier)</b>	<b>\$62,965</b>
<b>2</b>	<b>Contractor Labor (Itemized Below)</b>	<b>\$430,439</b>
	Pipeline Contractor (Construction, Traffic Control, Workspace, Restoration)	\$232,787
	Third-Party Engineering (C/E)	\$131,175
	Third-Party R.O.W.	\$0
	Third-Party Environmental	\$3,700
	Third-Party Inspection	\$29,331
	Surveying, Construction Staking	\$31,000
<b>3</b>	<b>Company Labor</b>	<b>\$24,940</b>
<b>4</b>	<b>Corporate Overheads (Removed from Estimate)</b>	<b>\$0</b>
<b>5</b>	<b>Interest Carrying Costs (Removed from Estimate)</b>	<b>\$0</b>
<b>6</b>	<b>Franchise Fee (Removed from Estimate)</b>	<b>\$0</b>
<b>ESTIMATED PROJECT TOTAL COST</b>		<b>\$518,344</b>

Estimation Assumptions:	
<b>1</b>	<b>MATERIALS</b> 6" HDPE Pipe, Tie-In Material, and Miscellaneous Fittings
<b>2</b>	<b>CONTRACTOR LABOR</b> Includes Contract Engineering, Pipeline Construction Contractor, Third-Party ROW, Third-Party Environmental, and Third-Party Inspection Costs
<b>3</b>	<b>COMPANY LABOR</b> Includes Project Management, Construction Management, and FCC Inspection