

RELOCATION AND REIMBURSEMENT AGREEMENT

THIS RELOCATION AND REIMBURSEMENT AGREEMENT (the “Agreement”), is made and entered into this day of March 31, 2020 by and between the **CITY OF OLATHE, KANSAS**, a Kansas Municipality, hereinafter referred to as “City” whose mailing address is 100 E. Santa Fe Street, P.O. Box 768, Olathe, Kansas 66051-0768, and **ATMOS ENERGY CORPORATION**, a Texas Corporation authorized to conduct business in the State of Kansas, successor in interest to United Cities Gas Company, Inc., and Union Gas Corporation, Inc.), hereinafter referred to as “Company”, whose mailing address is P.O. Box 650205, Dallas, TX 75265-0205 (collectively, the “Parties” and each individually, a “Party”).

WITNESSETH:

WHEREAS, Company is the owner of a Natural Gas Pipeline (the “Pipeline”), located in easements obtained by Union Gas Corporation, Inc. (predecessor in interest to the Company) dated January 21, 1987 and August 2, 1966 described and recorded at Books 65 and 167 Pages 12 and 387 respectively in the Register of Deeds Office, Johnson County, Kansas, (the “Easement”) being more particularly identified on **Exhibit A, attached hereto and made a part hereof**; and

WHEREAS, City owns a public road right-of-way lying in the SW quarter of Section 12, 14S, 23E by virtue of Improve System of Road Papers recorded in Book XX Page XX in the Register of Deeds Office, Johnson County, Kansas; and

WHEREAS, City desires that the Pipeline be relocated in connection with improvements being made by the City to UPPER CEDAR CREEK 169 HWY TO MAHAFFIE STORMWATER IMPROVEMENT PROJECT (the “Improvements”) located in part of the Southwest Quarter of Section 12, 14S, 23E in Johnson County, Kansas; and

WHEREAS, under the terms of this Agreement, Company is willing to relocate the Pipeline (install new pipeline and purge, cap and abandon the old pipeline in place) to accommodate the Improvements;

NOW, THEREFORE, for and in consideration of the premises and the mutual promises of the Parties herein contained, Company and City hereby agree as follows:

1. Company will relocate, adjust, and/or protect the Pipeline by abandoning approximately 300’ of plastic main and service and relocating with approximately 300’ of 2” HDPE , to clear the proposed roadway improvements as shown on **Exhibits A and B, attached hereto and made a part hereof**, (the “Work”) located within the Easement and the public road right-of-way for the Improvements, as shown on **Exhibit A**. Company further agrees to furnish or subcontract all labor, tools, materials and equipment necessary for the Work, PROVIDED CITY AGREES TO PAY ITS PROPORTIONATE SHARE OF ALL COSTS ATTRIBUTABLE THERETO.

2. The costs for the Work are estimated to be (\$ 99,096.00) (ninety-nine thousand, ninety-six and 00 cents) (hereinafter referred to as the “Estimated Costs”) as shown on **Exhibit B attached hereto and made a part hereof**. The Company will – account for the Actual Costs of the construction, relocation and inspection by using actual and related costs accumulated in accordance with standard work order accounting procedures, and the Company shall keep a detailed and accurate account of all labor, materials, supplies, incidentals, administrative, engineering, inspection, and other necessary cost involved in such work. The City, or any other authorized agent of the City shall have access at all reasonable times to such Company records. It is understood that these Company records are kept at the Company's divisional office located in Denver, CO and all costs incurred by the City related to the inspection of the project records shall be borne by the City.
3. For purposes of this Agreement, “Actual Costs” shall include all fees and expenses incurred by Company both before and after execution of this Agreement for engineering, operations, land, attorneys, appraisers, and other experts, in connection with the negotiation of this and other Agreements with the City pertaining to the Work, the negotiation and acquisition of easements whether through negotiated settlements or condemnation, other legal and appraisal costs, and the handling of encroachment work in connection with the project, but limited to the Scope, Assumptions, and Amount set forth in **Exhibit B**.
4. City agrees to reimburse Company its Actual Costs for the Work (the “Reimbursement”). An itemized invoice shall be sent to the City by Company reflecting the amount equal to 100 % of the estimated costs incurred by Company for the Work. This percentage will reimburse and pay to the Company all of the Company’s cost of construction, relocation and/or inspection of those parts of the Pipeline located within private easement areas in accordance with **Exhibit A**. Within thirty (30) days after the receipt of an invoice from Company, City shall pay the Reimbursement to Company at the following address:

ATMOS ENERGY CORPORATION

P.O. Box 841425

Dallas, TX 75284-1425

5. In the event the Actual Costs for the Work estimated by Company exceed the Reimbursement, the Parties agree to adjust the payment due Company from City by execution of a Supplemental Agreement in substantially the form of **EXHIBIT C attached hereto and made a part hereof**. Company reserves the right to adjust hourly rates and equipment charges to the effective current year hourly rates and charges for services provided under future supplemental agreements. If the Company anticipates costs will exceed the reimbursement, it will inform the City in writing and work with the City to mitigate such cost increases.
6. In the event that the Actual Costs for the Work are less than the Reimbursement payable herein, Company shall return to City the balance of the Reimbursement advanced within thirty (30) days of the date that Company issues a Certificate of Full Completion (as defined herein) for the Work and provides such Certificate to City. “Full Completion”

shall mean that the Company shall have completed all of the Work. The Certificate of Full Completion shall be in substantially the form attached hereto as **Exhibit E, attached hereto and made a part hereof**. The City shall, within ten (10) days following delivery of the Certificate of Full Completion, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Full Completion, and, if satisfied, shall promptly notify Company in writing. Such notice to Company shall constitute City's acceptance of the Work and full satisfaction of the Company's obligations hereunder.

7. In the event the City fails to pay the Reimbursement as required by this Agreement (and as described in Paragraph 4, above), Company shall have the right to stop the Work, without obligation or liability, and the Pipeline shall remain in place as it exists on the date of this Agreement and/or Company, at its election, shall have the right to take whatever actions are deemed necessary by Company in its sole discretion to protect the Pipeline.
8. In the event City, for whatever reason, requires additional work to be done or materials to be used by Company not contemplated by or in Company's estimate of the Work, as shown on **Exhibit C**, City agrees to pay Company all additional Actual Costs incurred by Company to satisfy such additional requirements made by City. Company further reserves the right, upon written demand, to secure additional advances from City in the event City alters its plans in any manner or changes the scope of the Work. Any such advances shall be agreed upon in writing by Company and City under a Supplemental Agreement as set forth in Paragraph 5 above and **Exhibit C**.
9. Subject to natural gas commitments and other delays caused by force majeure, Company will endeavor with all due diligence to complete the Work before June 2020 (if not restricted by regulations concerning the CONVID 19 pandemic).
10. The Company agrees to indemnify and hold harmless the City against and from any and all liability, loss and expense and shall defend all claims resulting from loss of life or damage or injury to persons or property where causation is directly resulting from the work performed by the Company, except said indemnification shall not apply to those claims resulting from the negligent acts of agents or employees of the City. To the extent permitted by law, and subject to the provisions of the Kansas Tort Claims Act, City agrees to indemnify and hold Company, its employees, agents independent contractors and consultants (collectively, the "City Indemnified Parties") harmless from and against any and all suits, claims, damages, injuries, liabilities, judgments, costs and/or expenses, including court costs and reasonable attorneys' fees, resulting from, arising out of, or in any way connected with:
 - a. the negligence or willful misconduct of City its employees, agents, independent contractors and consultants in connection with the performance of the work performed on the Improvements; and
 - b. any delay or expense resulting from any litigation filed against the City.

The City's indemnification of the Company shall not apply to claims resulting from the willful misconduct or negligence acts of Company or its employees, agents, contractors and consultants.

This section includes, but is not limited to, any repair, cleanup, remediation, detoxification, or preparation and implementation of any removal, remediation, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance or hazardous wastes including petroleum and its fractions as defined in (i) the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"; 42 U.S.C. Section 9601, et seq.), (ii) the Resource Conservation and Recovery Act ("RCRA"; 42 U.S.C. Section 6901 et seq.) and (iii) Article 34, Chapter 65, K.S.A. and all amendments thereto, at any place where Company is permitted to conduct any of Company's activities under this Agreement. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107 (e) of CERCLA to assure, protect, hold harmless and indemnify City from liability. The right to indemnification set forth in this Agreement shall survive the termination of this Agreement.

11. At all times while this Agreement is in effect, Company shall maintain insurance as required by **Exhibit D, attached hereto and made a part hereof**. In compliance with the provisions contained in Exhibit D, Company has provided the City a Self-Insurance Letter referencing the project relating to the improvement; a Revised Certificate of Liability Insurance evidencing excess liability and automobile liability referencing the project relating to the Improvement and a Certificate of Liability Insurance evidencing workers' compensation and referencing the project relating to the Improvement.
12. Company, for itself, its successors and assigns, and any third party with whom Company has contracted for the performance of the Work, agrees that in performance of the Work the Company shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, marital status, disability, national origin or ancestry.
13. Nothing in this Agreement shall in any way modify, waive or abandon any right, title or interest Company has in and to the above described easement.
14. The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications, as may be reasonably necessary or appropriate to carry out the terms, provisions and intent of this Agreement and to reasonably aid and assist each other in carrying out said terms, provisions and intent.
15. This Agreement shall be construed and enforced in accordance with the laws of the State of Kansas, including, but not limited to, the Kansas Cash Basis law. The unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement shall be deemed invalid or unenforceable in whole or

in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision(s) , or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable. In the event it shall become necessary for either Party to commence litigation to enforce any provisions of this Agreement, in addition to any other relief awarded, the prevailing Party shall be entitled to recover its costs of suit, including its reasonable attorney's fees. Any legal actions related to or arising out of this Agreement must be instituted in the District Court of Johnson County, Kansas, or, if federal jurisdiction exists, in the United States District Court for the District of Kansas.

16. The terms of this Agreement shall constitute covenants running with the land and shall be binding on and inure to the benefit of the Parties hereto and their respective successors and assigns. The obligations of the Parties herein shall survive the termination of this Agreement, unless otherwise provided. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the Parties.
17. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement. The transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.
18. This Agreement may be amended only by the mutual consent of the Parties and by the execution of said amendment by the Parties or their successors in interest in writing.
19. Time is of the essence of this Agreement. The Parties hereto will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.
20. Pursuant to Article V of City Ordinance No. 10-64, the City grants the Company the right to construct relocated pipelines and facilities within the new road right-of-way, including any modifications and/or improvements to those relocated pipelines and facilities after they have been constructed. In the event Company is required to subsequently relocate the pipeline and facilities being relocated as a result of this Agreement, the City shall be required to reimburse Company for the cost associated with the subsequent relocation since those pipeline facilities were originally located in a private easement.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Notary Public
My Commission Expires:_____

ATMOS ENERGY CORPORATION

By: _____
Bart Armstrong

Title: Vice President, Operations

State of Kansas)
)
County of Johnson) SS

Corporate Acknowledgment

Before me, the undersigned, a Notary Public duly commissioned in and for the county and state aforesaid, on the _____ day of _____, 2020, personally appeared **Bart Armstrong**, who being duly sworn, did say the he is Vice President, Operations for the Colorado Kansas Division of Atmos Energy Corporation, a Texas Corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and _____ acknowledged said instrument to be the free act and deed of said corporation.

In Testimony whereof, I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year written above.

Notary Public
My Commission Expires: _____

EXHIBIT A
ATMOS ENERGY CORPORATION EASEMENT
AND AREA TO PERFORM WORK ALONG THE IMPROVEMENTS

Exhibit A

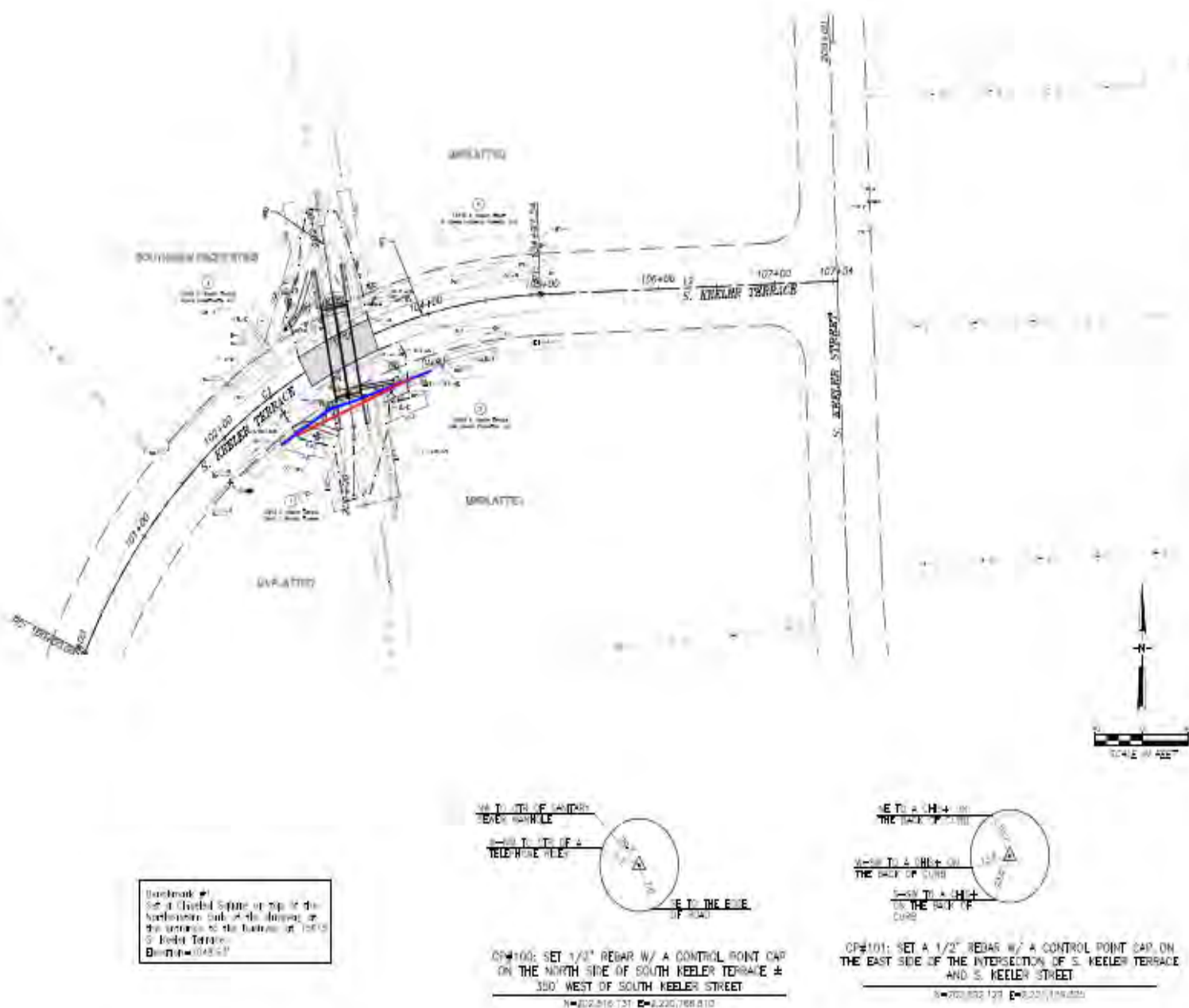
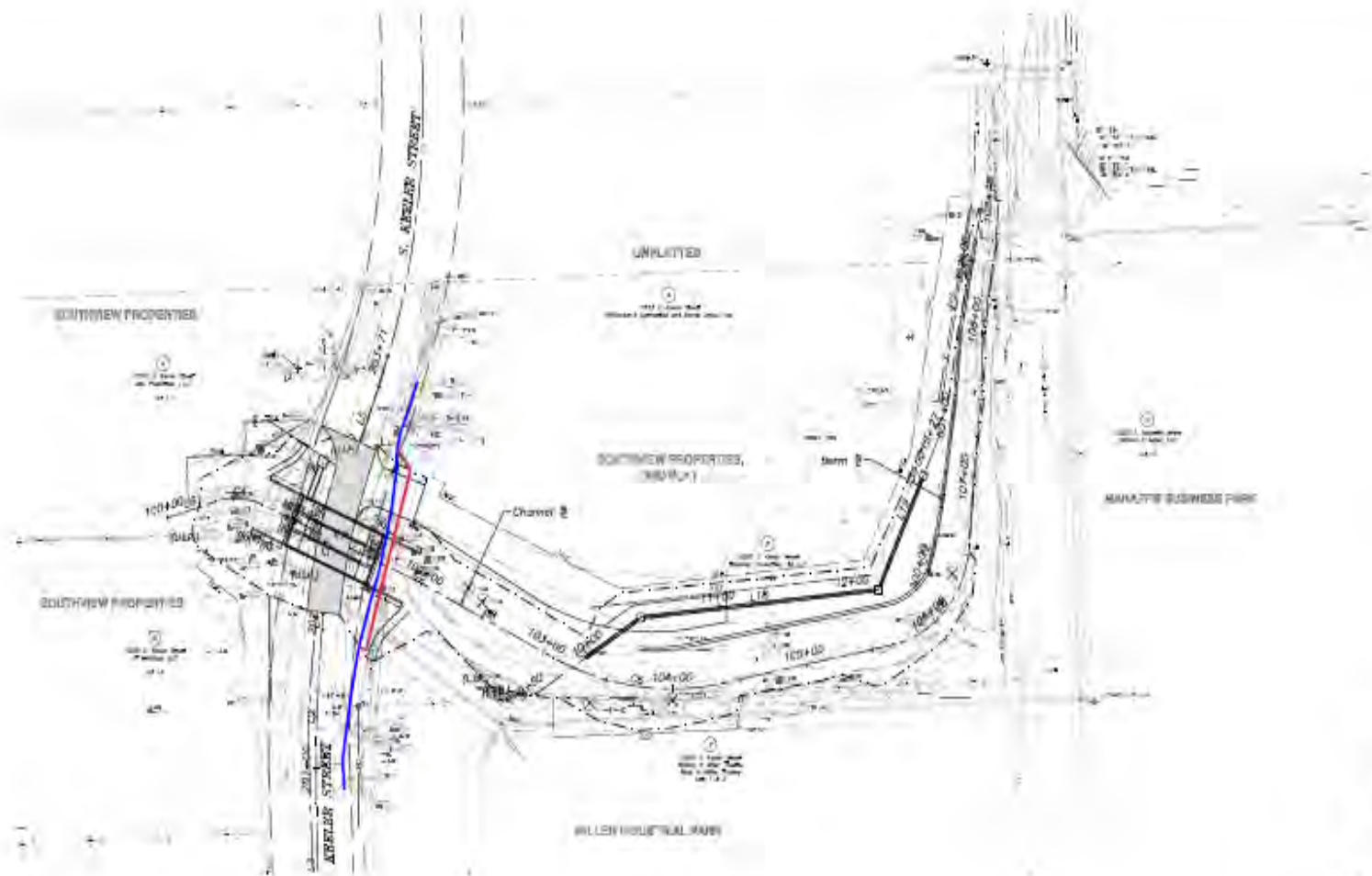
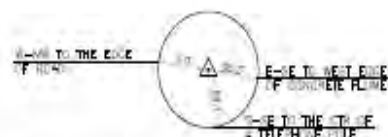


Exhibit A



Benchmark #2
Set a Chained Square on the east intersection at the southeast corner of the Eastern parking lot at 15515 S. Keeler Street.
Elevation=1043.18

Benchmark #3
Set a Chained Square on top of the Northeast corner of a concrete wall near the Southeast corner of the lot at 15515 S. Keeler Street.
Elevation=1040.99



CP#102 SET A 1/2" REBAR W/ A CONTROL POINT CAP ON THE EAST SIDE OF SOUTH KEELER STREET 350± NORTH OF SOUTH KEELER TERRACE

N=201,019.915 E=2,271,180.568



CP#103 SET A 1/2" REBAR W/ A CONTROL POINT CAP 100± SOUTHEAST OF THE NORTHEAST CORNER OF THE LOT AT 15525 SOUTH KEELER STREET

N=203,038.436 E=2,271,017.795



CP#104 SET A 1/2" REBAR W/ A CONTROL POINT CAP 40± EAST OF THE NORTHEAST CORNER OF THE LOT AT 5515 SOUTH KEELER STREET

N=203,136.064 E=2,271,705.756

18' High of Survey
P.O. Box 1111
Kendallville, PA 15901
www.affinis.com

Affinis
ENGINEERS & SURVEYORS

CITY OF FLATWATER, KANSAS
UPPER CEDAR CREEK STORMWATER IMPROVEMENTS
PN 2-C-UTS-18
KEELER STREET
SURVEY REFERENCE

Exhibit A

762378 RIGHT OF WAY CONTRACT

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR to me in hand paid, receipt of which is hereby acknowledged, and the further consideration of Two Dollars (\$2.00) per rod for each line to be paid when such grant shall be used or accepted Andy F. Barthol and Josephine F. Barthol, known-solo persons,

Address Route #1, Mathe, Kansas do hereby grant to UNION GAS SYSTEM, INC., of Independence, Kansas, successors or assigns, the right of way to lay, maintain, protect, alter, repair, operate, remove and relay pipe lines for the transportation of gas on, over, and through certain lands, situate in Johnson County, State of Kansas described as follows:

All that part of the Northwest 1/4 and all that part of the North 1/2 of the Southwest 1/4 and all that part of the North 1/2 of the South 1/2 of the Southwest 1/4 lying east of the Frisco Railroad in Section 12, Township 14, Range 23, Johnson County, Kansas, subject to covenants, restrictions, reservations and easements of record thereon, if any.

The pipe lines to be laid across the north part of the above described land within one rod of the public road right of way line.

together with right of unimpaired access to said pipe line and the rights of ingress and egress on, over and through said land for any and all purposes necessary and incident to the exercise by said grantee of the rights granted hereunder.

The said grantors shall have the right to fully use and enjoy the said premises except as the same may be necessary for the purposes herein granted to the said grantee. Grantors agree not to build, create or construct, any obstruction, engineering works, or other structure over said pipe line or lines, nor permit same to be done by others. Grantee agrees to pay any damages which may arise to crops and fences by reason of its operations on this land.

As a part of the consideration hereinabove set forth Grantors hereby grant to Grantee the right to construct and operate an additional pipe line or pipe lines alongside said first pipe line through said land on the payment of the roddage consideration above mentioned.

The terms, conditions and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto and the contract may be assigned by either party. It is agreed that all statements and representations made by the parties or their agents in negotiating this agreement are merged herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 2nd

day of August, A. D., 19 66

Andy F. Barthol (SEAL)
Andy F. Barthol

Signed, Sealed and Delivered in the presence of

Josephine F. Barthol (SEAL)
Josephine F. Barthol

Edwin P. Trout
Edwin P. Trout

STATE OF Kansas } ss.
COUNTY OF Johnson

On this 2nd day of August 1966 before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Andy F. Barthol and Josephine F. Barthol, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal this 2nd day of August 1966.

My commission expires Sept 18-1966

Harold F. Varnes

Harold F. Varnes Notary Public.
STATE OF KANSAS } ss.
COUNTY OF JOHNSON
FILED FOR RECORD

1966 AUG 12 AM 8 56 .1

Marguerite M. Broun
MARGUERITE M. BROUN
NOTARY PUBLIC

Line
Township
County

SOUTHVIEW PROPERTIES 3RD PLAT

1676772
STATE OF KANSAS
COUNTY OF JOHNSON
FILED FOR RECORD

1987 FEB -5 P 2:44 8
10.00
20.00
AUBIE M. SCOTT
REGISTER OF DEEDS
Blk 65 Pg 12 DEP

This is a survey and plat of part of the Southwest 1/4 of Section 12, T14S, R23E, now in the City of Olathe, Johnson County, Kansas, being more particularly described as follows: Beginning at the Northeast corner of the Southwest 1/4 of Section 12, T14S, R23E; thence S 00°06'54" E along the East line of said Southwest 1/4 a distance of 90.67 feet to the TRUE POINT OF BEGINNING; thence continuing S 00°06'54" E along said East line a distance of 177.13 feet; thence N 89°53'09" W parallel with the North line of said Southwest 1/4 a distance of 498.40 feet to a point on the Easterly right-of-way line of Keeler Street as platted; thence Northeasterly along said right-of-way line along a curve to the right having a radius of 470 feet and an initial tangent bearing of N 04°36'40" E for a distance of 171.69 feet; thence N 25°32'28" E continuing along said right-of-way line a distance of 4.45 feet; thence Northeasterly continuing along said right-of-way line along a curve to the left having a radius of 530 feet for a distance of 9.00 feet; thence S 89°53'09" E parallel with the North line of said Southwest 1/4 a distance of 447.91 feet to the TRUE POINT OF BEGINNING, containing 1.949 acres, more or less.

The undersigned proprietor has caused the name to be platted in the manor shown on the accompanying plat, which subdivision and plat shall hereafter be known as "SOUTHVIEW PROPERTIES, 3RD PLAT".

An easement or license is hereby granted to the City of Olathe and all public utility companies to enter upon, construct, and maintain utilities upon, over, and under those areas outlined and designated on the plat as "Utility Easement" or "U/E".

An easement or license is hereby granted to the City of Olathe, Johnson County, Kansas, to enter upon, locate construct and maintain or authorize the location, construction or maintenance and use of conduits, sewer pipes, surface drainage facilities, etc., upon, over, and under these areas outlined and designated on this plat as "Drainage Easement" or "D/E".

The Streets shown on this plat and not heretofore dedicated are hereby so dedicated.

IN TESTIMONY WHEREOF, the undersigned proprietor, ROSE CONSTRUCTION CO., INC., has caused these presents to be signed this 21st day of January, 1987.

ROSE CONSTRUCTION CO., INC.

Ned F. Rose President
Ned F. Rose

STATE OF KANSAS
COUNTY OF JOHNSON SS BE IT REMEMBERED, that on this 21st day of January, 1987, before me a Notary Public in and for said County and State, came NED F. ROSE, President of ROSE CONSTRUCTION CO., INC., who is personally known to me to be the same person who executed the foregoing instrument of writing on behalf of said Corporation and he duly acknowledges the execution of the same to be the act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last written above.

John B. Ray My commission expires July 7, 1990
Notary Public

APPROVED by the Planning Commission of Olathe, Kansas, this 24 day of NOVEMBER, 1986.

BY Yvonne L. Bous Chairman

APPROVED by the Governing Body of the City of Olathe, Kansas, this 16 day of DECEMBER, 1986.

Maryellen Swartley ATTEST Wendell
Mayor City Clerk

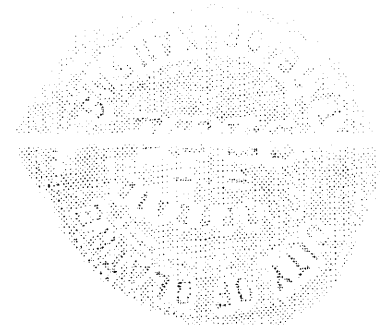
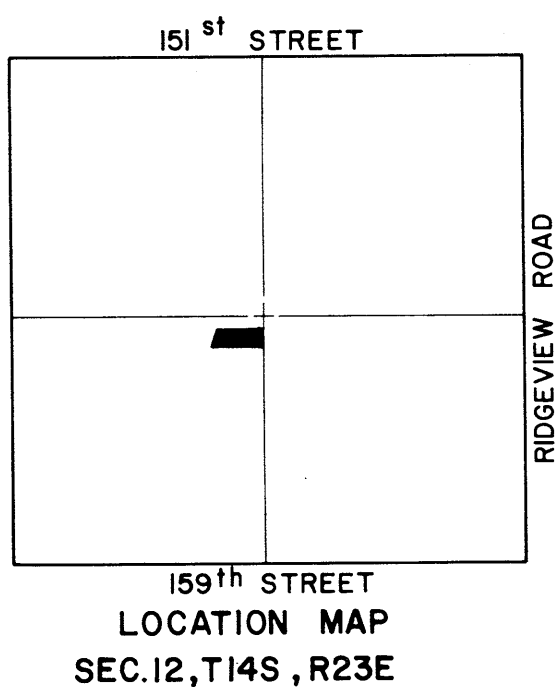
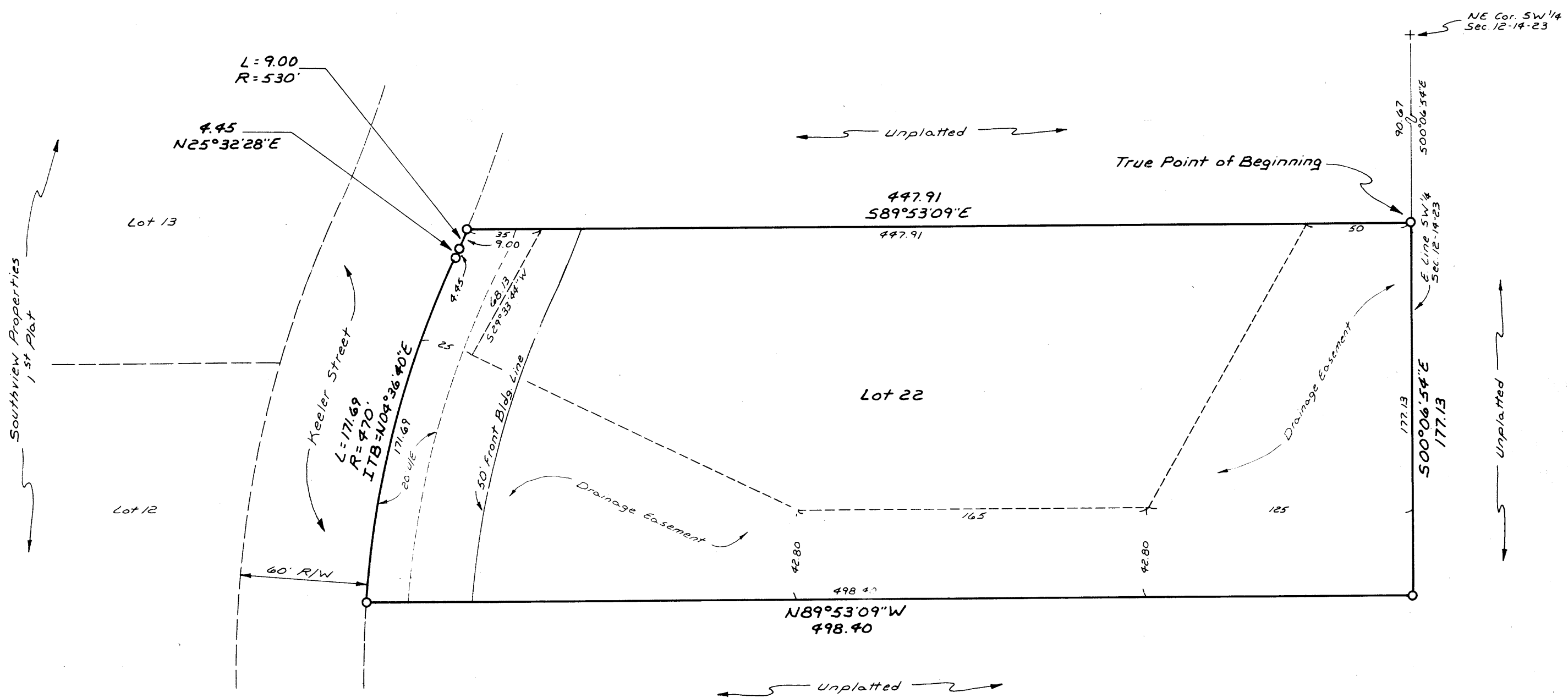
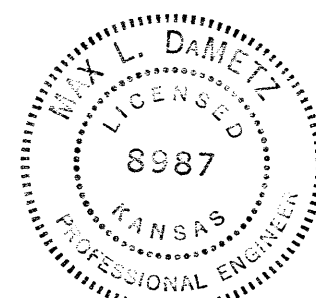


Exhibit A



Max L. Dametz
MAX L. DAMETZ
KANSAS P.E. NO. 8987



PAYNE & BROCKWAY
ENGINEERS
OLATHE, KANSAS



April 3, 2020

Exhibit "B"
CITY PROJECT

**Upper Cedar Creek 169 HWY To Mahaffie
Stormwater Improvement Project
(Keeler and Keeler Terr. RCB'S)
City of Olathe Project No. 2-C-013-19
SMAC Project No. CC-09-019
Atmos Project NO. 060.**

Contractor Labor:	\$ 62,000.00
Material:	\$ 3,000.00
Company Labor:	\$ 3,600.00
Indirect company labor, with overheads and benefits:	\$ 30,495.89
Total Cost:	\$ 99,095.89
Reimbursement @ 100%:	\$ 99,095.89

EXHIBIT C

SUPPLEMENTAL AGREEMENT NO. ____ TO RELOCATION AND REIMBURSEMENT AGREEMENT CITY OF OLATHE, KS

THIS SUPPLEMENTAL AGREEMENT (the “Supplemental Agreement”), is made and entered into this _____ day of _____, 20__, by and between the **CITY OF OLATHE, KANSAS**, a Kansas Municipality hereinafter referred to as “**City**” whose mailing address is 100 E. Santa Fe Street, P.O. Box 768, Olathe, Kansas 66051-0768, and **ATMOS ENERGY CORPORATION**, a Texas Corporation authorized to conduct business in the State of Kansas, successor in interest to United Cities Gas Company, Inc., and Union Gas Corporation, Inc.), hereinafter referred to as “**Company**”, whose mailing address is P.O. Box 650205, Dallas, TX 75265-0205 (collectively, the “Parties” and each individually, a “Party”)
WITNESSETH:

WHEREAS, City and Company have previously entered into that certain Relocation and Reimbursement Agreement, dated (“the Agreement”), pursuant to which, in connection with the Improvements, the City agreed to pay the Actual Costs incurred by Company in performing the Work hereinafter referred to as the “Project”; and

WHEREAS, the Agreement provides that the Reimbursement to be paid to Company by City may be adjusted by a Supplemental Agreement; and

WHEREAS, this Supplemental Agreement No. 1 is to provide reimbursement for up to 100% of the additional estimated costs of the Work as outlined in **Exhibit F** to this Supplemental Agreement No. 1; and

WHEREAS, Company has incurred certain additional costs associated with the Work; and

WHEREAS, the City is authorized and empowered to contract with the Company for the necessary additional costs related to the Work under the Agreement, and necessary funds for the payment of said costs are available.

NOW THEREFORE, for and in consideration set forth in the Agreement, the forgoing recitations and the promises and covenants contained herein, the Parties hereby agree as follows:

- A. That the Compensation under the Agreement be amended by adding the fees as indicated in **Exhibit G** attached hereto and made a part hereof, which shall be in addition to the fees provided in the Agreement. City agrees to pay Company an amount not to exceed (), including reimbursable. This Supplemental Agreement No. 1 raises the total estimated cost of the Project to \$, and the maximum Actual Costs paid by City to Company to \$ for the Work. This is the total of the original fee of \$ for the Agreement, plus \$ for this Supplemental Agreement. Any compensation for additional costs related to the Work

incurred by Company and owed by City shall be agreed upon in a subsequent Supplemental Agreement.

- B. That **Exhibit C** of the Agreement is hereby amended to include the costs and scope of work as outlined in **Exhibit F** attached hereto and made a part thereof.

IN ALL OTHER RESPECTS, the terms and conditions of the Agreement shall remain in full force and effect, except as specifically modified by this Supplemental Agreement 1, including all policies of insurance which shall cover the Work authorized by this Supplemental Agreement 1.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement No. 1 to be executed as of the day and year first above written.

CITY OF OLATHE, KANSAS

By: _____
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

ATMOS ENERGY CORPORATION

By: _____
Bart Armstrong
Vice President, Operations

EXHIBIT D

INSURANCE REQUIREMENTS

A. Company shall procure, and maintain as required, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the project. The cost of such insurance shall be included in the Company's bid.

B. Company shall maintain the following coverages and minimum limits.

1. Commercial General Liability: [ISO "occurrence" form or its equivalent] \$1,000,000 per occurrence limit and products - completed operations limit including explosion, collapse and underground. Any general aggregate limit should be at least \$2 million. Policy must include Hazardous Materials endorsement CG2278 or equivalent.
2. Business Auto Coverage: (*Owned and non-owned autos*) \$1,000,000 per occurrence limit.
3. Workers Compensation and Employers Liability: Workers compensation limits as required by the statutes of the state of Kansas and employers liability limits of \$500,000/\$500,000/\$500,000. When workers compensation insurance policy is applicable "other states" coverage is required.
4. Umbrella Liability: minimum limit of \$1,000,000 excess of Commercial General Liability and Automobile Liability.
5. Coverage Limits. Coverage limits for General and Auto Liability exposures may be met by a combination of primary and umbrella policy limits.
6. Exposure Limits: The above are minimum acceptable coverage limits and do not infer or place a limit on the liability of the Company nor has the CITY assessed the risk that may be applicable to Company. Company shall assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverages. The Company's insurance shall be primary and any insurance or self-insurance maintained by the City shall be excess and not contribute with the coverage maintained by Company.

C. Additional Insured. The City shall be listed by ISO endorsement or its equivalent as additional insureds for the project. Any and all coverage available to the named insured is applicable to the additional insured. The Company's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

D. Verification of Coverage.

1. A certificate of insurance accompanied by an additional insured ISO form endorsement (CG 20 10; and CG 20 37) or equivalent effecting the coverage required by the City which includes products and completed operations.
2. The insurance coverages are to be provided by Kansas admitted insurance companies with a Best's rating of at least A:-VII. Those not admitted must be approved by City.
3. Any self-insurance or self-insured retentions must be specified on the certificate of insurance. In addition, when self-insured the name, address, and telephone number of the claims office must be indicated on the certificate or separate attached document. Any and all deductibles or self-insurance in the above describes coverages shall be the responsibility and at the sole risk of the Company.
4. The commercial general liability policy shall not contain an endorsement excluding contractual or completed operations liability.
5. When any of the foregoing insurance coverages are required to remain in force after final payment, additional certificates with appropriate endorsements evidencing continuation of such coverage shall be submitted along with the application for final payment.
6. Any coverage provided by a Claims-Made form policy must contain a three year tail option, extended reporting period, or must be maintained for three years post contract.

E. Cancellation. Each insurance policy required shall not be suspended, voided, or canceled; except after thirty (30) days' advance written notice has been given to the City.

F. Subcontractors. All coverages for subcontractors shall be subject to all of the requirements stated herein.

EXHIBIT E
CERTIFICATE OF FULL COMPLETION

*Pursuant to **Paragraph 6** of the Agreement, the City shall, within ten (10) days following delivery of this Certificate, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in this Certificate.*

CERTIFICATE OF FULL COMPLETION

The undersigned, **ATMOS ENERGY CORPORATION** (the “**Company**”), pursuant to that certain Agreement dated as of _____, 2014, between the **City of Olathe, Kansas** (the “**City**”) and the Company (the “**Agreement**”), hereby certifies to the City as follows:

1. That as of _____, 20____, the relocation of the Pipeline (as such term is defined in the Agreement) has been substantially completed in accordance with the Agreement.
2. The Project has been completed in a workmanlike manner and in accordance with the Construction Plans (as those terms are defined in the Agreement).
3. Lien waivers for applicable portions of the Project have been obtained, or, to the extent that a good faith dispute exists with respect to the payment of any construction cost with respect to relocation of the Pipeline, Company has provided the City with a bond or other security reasonably acceptable to the City.
4. This Certificate of Full Completion is being issued by the Company to the City in accordance with the Agreement to evidence the Company’s satisfaction of all obligations and covenants with respect to the Project.
6. The City’s acceptance of this Certificate shall evidence the satisfaction of the Company’s agreements and covenants to relocate the Pipeline.

This Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this ____ day of _____, 20____.

ATMOS ENERGY CORPORATION

By: _____

Name: _____

Title: _____

ACCEPTED:
CITY OF OLATHE, KANSAS

By: _____Name: ____

Title: _____

(Insert Notary Form(s) and Legal Description)