

RELOCATION AND REIMBURSEMENT AGREEMENT

THIS RELOCATION AND REIMBURSEMENT AGREEMENT (the "Agreement"), is made and entered into this day of October 14, 2019 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 December 27, 1972, July 8, 1975 and April 14, 1982 described and recorded at Books 880, 1059 and 1752 Pages 359, 842, 297 and 299 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 NE and SE quarter of Section 3, 14S, 23E and the NW and SW quarter of 2, 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 Lone Elm Road (Old 56 Hwy to 151st Street) (the "**Improvements**") located in part of the Northeast Quarter of Section the and Southeast quarter of Section 3, 14S, 23E and the Northwest and Southwest quarter of 2, 14S, 23E 1, 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 770' of plastic main and service and relocating with approximately 270' 6" high pressure HDPE main 380' of 2" HDPE main and 120' of 1 1/4" HDPE service line, 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 (\$ 130,161.00) (one hundred thirty thousand, one hundred sixty-one 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 58.4 % 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 May 2020.
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]

IN WITNESS WHEREOF, we hereunto set our hands and deals on the day and year below
our signatures indicated.

CITY OF OLATHE, KANSAS

By: _____
Michael Copeland

Title: Mayor

State of Kansas)
) SS
County of Johnson)

Corporate Acknowledgment

Before me, the undersigned, a Notary Public duly commissioned in and for the county and state aforesaid, on the _____ day of _____, 2019, personally appeared _____, who being duly sworn, did say the he/she is _____ for The City of Olathe, Kansas, a municipal corporation duly organized in accordance with the laws of the state of Kansas, and said instrument was signed on behalf of _____ and _____ acknowledged said instrument to be the free act and deed of said municipality.

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: _____

ATMOS ENERGY CORPORATION

By: Bart Armstrong
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 8th day of NOVEMBER, 2019, 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 BART ARMSTRONG 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.

Kevin D. Jones
Notary Public
My Commission Expires: 1/7/2022

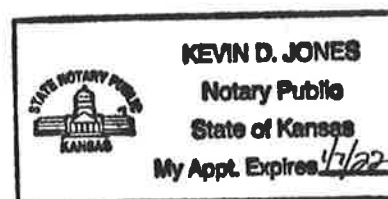


EXHIBIT A
ATMOS ENERGY CORPORATION EASEMENT
AND AREA TO PERFORM WORK ALONG THE IMPROVEMENTS

Plan and Profile View

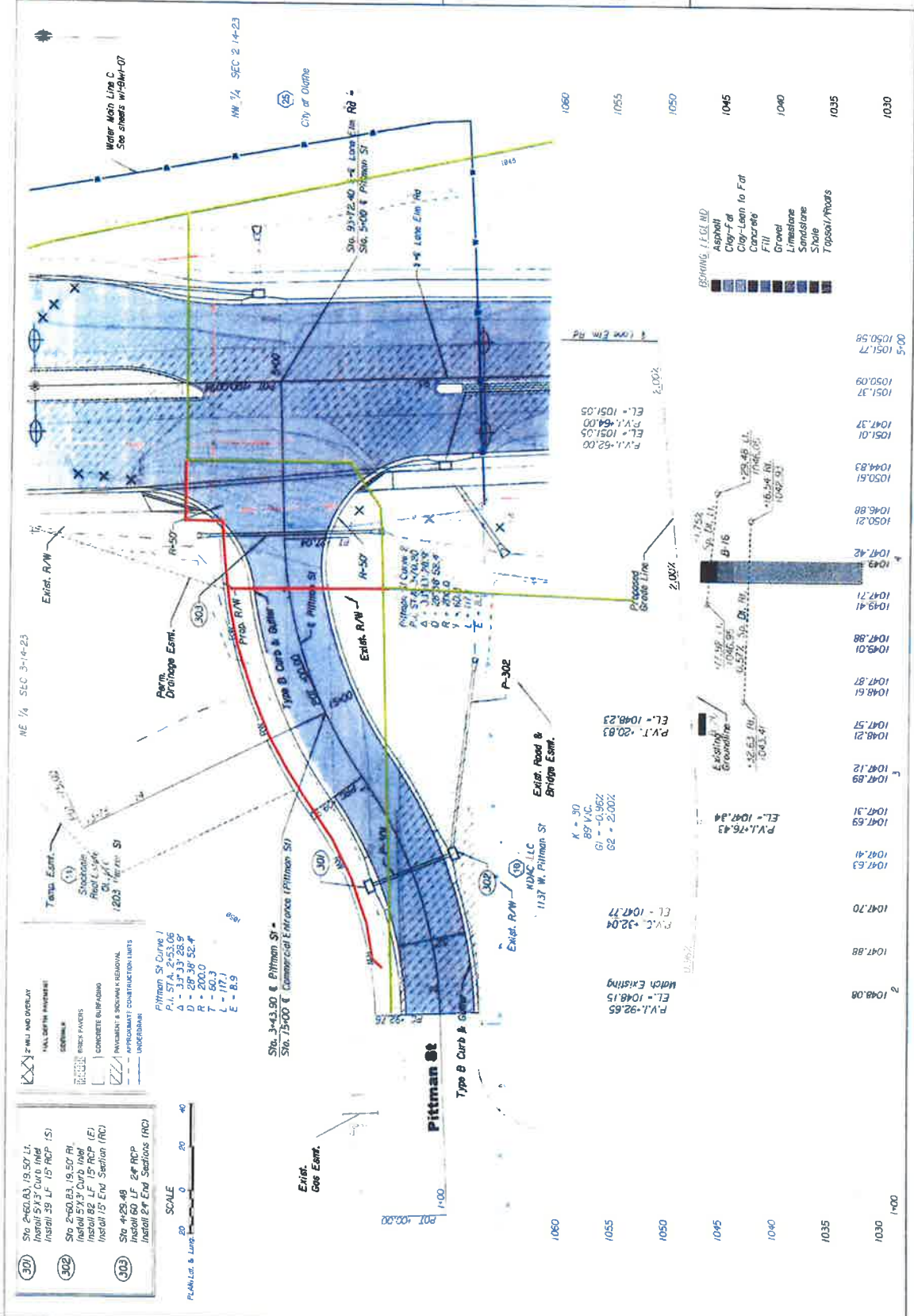


Exhibit A

U.S. Form 104-A

1361056
RIGHT OF WAY CONTRACT

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR to us in hand paid, receipt of which is hereby acknowledged, and other valuable considerations WAREHOUSE HOLDING CO., a limited
partnership % Ed Scharf

2222 Avenue of the Stars #1005
Los Angeles, California 90067

do
does hereby grant to Union Gas System, Inc., Independence, Kansas, successors or assigns, the right of way to install, maintain, protect, alter, repair, operate, remove and replace pipe lines, meters, regulators and other equipment necessary for the transportation, regulation and measurement of gases on, over and through certain lands, situated in Johnson County, State of Kansas
described as follows:

An easement 2 Rods (33 feet) in width East of and adjacent to the West property line
(East right-of-way line, Lone Elm Road) of the following described tract:

The West 825 feet of the Southwest 1/4 of Section 2, Township 14, Range 23,
in the City of Olathe, Johnson County, Kansas.

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 20th

day of August, A. D., 19 81 Edward Scharf (SEAL)

Warehouse Holding Co.

Signed, Sealed and Delivered in the presence of STATE OF KANSAS } SS (SEAL)

NOTARY PUBLIC } (SEAL)

22 APR 14 PM 12 58 0 (SEAL)

1 RUG 288-81

RECORDED
BY DEP.

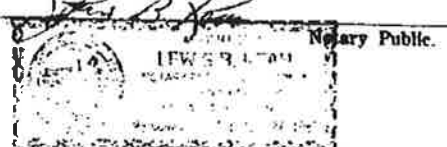
[VOL 1752 PAGE 299]

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES } ss.

On this 20th day of August, 1981, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Edward Scharf, to me known to be the General Partner of Warehouse Holding Co., a limited partnership,
to me known to be the identical
person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal this 20th day of August, 19 81

My commission expires _____



U.S.A. Form 104

337495 ✓ RIGHT OF WAY CONTRACT

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR to us in hand paid, receipt of which is hereby acknowledged, ~~AND WHEREBY THE GRANTOR HEREBY GRANTS~~ ~~FOR WHICH HE RECEIVES THE SUM OF ONE DOLLAR TO US IN HAND PAID, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED~~

I. Robert Carlton, unmarried

Address _____ do
~~HEREBY~~ 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 liquids and/or gases and if necessary erect, maintain and operate telegraph or telephone lines on, over, and through certain lands, situate in _____
 Johnson County, State of Kansas described
 as follows:

A strip of land two (2) rods in width running north and south along the west property line of the west 825 feet of the SW 1/4 of Section 2, Township 14 South, Range 23 East, now in the city of Olathe, Johnson County, Kansas.

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

day of December, A. D., 1972. *J. Robert Carlton* (SEAL)

Signed, Sealed and Delivered in the presence of _____ (SEAL)

 (SEAL)

 (SEAL)

STATE OF Missouri
COUNTY OF Richmond

On this 15th day of December, 1972, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared J. Robert Cullen

_____ to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal this 15th day of December, 1972

My commission expires 3-4-76 _____ Notary Public.

STR _____
Line _____
Township _____
County _____

Right of Way
FROM

TO

STATE OF KANSAS }
COUNTY OF JOHNSON } SS
FILED FOR RECORD

1972 DEC 27 PM 3 41 8

Marguerite M. Brenner
MARGUERITE M. BRENNER
REGISTER OF DEEDS

No. _____
By _____ DEP

VOL 880 PAGE 360

U.S. Form 104-A

1361055

RIGHT OF WAY CONTRACT

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR to us in hand paid, receipt of which is hereby acknowledged, and other valuable considerations CLAIRE L. WALLINGFORD

480 East CedarOlathe, Kansas 66061

do hereby grant to Union Gas System, Inc., Independence, Kansas, successors or assigns, the right of way to install, maintain, protect, alter, repair, operate, remove and replace pipe lines, meters, regulators and other equipment necessary for the transportation, regulation and measurement of gases on, over and

through certain lands, situated in Johnson County, State of Kansas, described as follows: An easement 1 rods (16 feet) in width, East of and adjacent to the West property line (East right-of-way line, Lone Elm Road), of the South 15 acres of the following described tract of land:

All of the Northwest 1/4 of Section 2, Township 14, Range 23, Johnson County, Kansas, that lies north of the Northerly right-of-way line of the Atchison, Topeka and Santa Fe Railroad and South of the Southerly right-of-way line of U.S. Highway No. 50, now known as U.S. Highway No. 56, as now located, and West of the following described line: Beginning at a point on the Northerly right-of-way line of said railroad and 811 feet East of the West line of said Section 2; thence Northerly to a point on the Southerly right-of-way of said highway and 815.6 feet East of the West line of said Section 2.

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 13th

day of April, A. D. 19 72, Claire L. Wallingford (SEAL)

Signed, Sealed and Delivered in the presence of

Claire L. Wallingford (SEAL)

APR 14 PM 12 57 6

702

RECORD SECTION

RY DEP.

ERUG 288-81

1752 PAGE 297

STATE OF Kansas } ss.
COUNTY OF LeFlore

On this 13 day of April, 1912, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared John W. Hollister, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal this 17 day of April, 1912

Charles J. Jones
Notary Public.
My commission expires Oct. 4, 1913

1030728 ✓

U.G.S. Form 104-A

RIGHT OF WAY CONTRACT

STATE OF KANSAS
COUNTY OF JOHNSON } SS
FILED FOR RECORD

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR to us in hand paid, receipt of which is hereby acknowledged, and other valuable considerations _____

1975 SEP 8 PM 5 03.6

Pitman Construction Co., Inc. Box 620 Olath, Kansas

Margaret M. Brauner
MARGARET M. BRAUNER
REGISTER OF DEEDS

BY _____ DEP.

do hereby grant to Union Gas System, Inc., Independence, Kansas, successors or assigns, the right of way to install, maintain, protect, alter, repair, operate, remove and replace pipe lines, meters, regulators and other equipment necessary for the transportation, regulation and measurement of gases on, over and through certain lands, situated in _____ County, State of Kansas described as follows:

one rod along the south property line in the Olath Industrial Tracts

Lot 3, in the SE ¼ of NE ¼ of 3-14-23

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 4th

day of September, A. D., 1975. S.A. Stockdale (SEAL)

S.A. Stockdale President (SEAL)

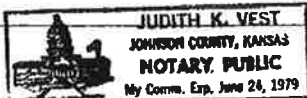
Signed, Sealed and Delivered in the presence of

Judith K. Vest

(SEAL)

(SEAL)

(SEAL)



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STATE OF Kansas
COUNTY OF Johnson } ss.

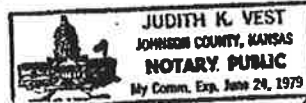
On this 4th day of September, 1975, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared J. R. Stockdale

_____ to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as a free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal this 4th day of September, 1975.

Judith K. Vest
Notary Public.

My commission expires June 24, 1979



VOL 1059 PAGE 843



October 14, 2019

Exhibit "B"

CITY PROJECT

Lone Elm Road

(Old 56 Hwy to 151st Street)

City of Olathe Project No.3-C-084-17

Atmos Project NO. 060.44331

Contractor Labor:	\$70,100.00
Material:	\$ 10,000.00
Company Labor:	\$ 7,200.00
Indirect company labor, with overheads and benefits:	\$ 42,861.00
Total Cost:	\$ 130,161.00
Reimbursement @ 58.4%:	\$ 76,014.00
Atmos Responsibility 41.6%	\$ 54,147.00

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.



June 19, 2019

City of Olathe, Kansas
100 E. Santa Fe Street
P.O. Box 768
Olathe, KS 66051-0768

RE: Self-Insurance General Liability

To Whom It May Concern:

Please be advised that Atmos Energy is insured for general liability in excess of \$1,000,000. The first \$1,000,000 is administered through a self-insured risk management program.

The self-insured risk management program will apply and respond to claims pursuant to Section 10 (Indemnification/Hold Harmless) of the Relocation and Reimbursement Agreement between the City of Olathe, KS and Atmos Energy Corporation.

Please contact the undersigned if there are questions concerning this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jeannette Almanza", with a stylized flourish at the end.

Jeannette Almanza
Lead Risk Management Analyst
(972) 855-9774
jeannette.almanza@atmosenergy.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/30/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MCGRIFF, SEIBELS & WILLIAMS, INC.
P.O. Box 10265
Birmingham, AL 35202

CONTACT
NAME:
PHONE
(A/C, No, Ext): 800-476-2211
E-MAIL
ADDRESS:

FAX
(A/C, No):

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A :Associated Electric & Gas Insurance Services Limited

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED
Atmos Energy Corporation
Attn: Jeannette Almanza
5430 LBJ Freeway, Suite 160
Dallas, TX 75240

COVERAGES

CERTIFICATE NUMBER: N9L8JPSZ

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						\$
A	UMBRELLA LIAB			XL5036609P	10/01/2019	10/01/2020	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 2,000,000
	<input type="checkbox"/> OCCUR						\$
	<input checked="" type="checkbox"/> CLAIMS-MADE						\$
	DED <input checked="" type="checkbox"/> RETENTION \$1,000,000						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
							\$
							\$
							\$
							\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Olathe, Kansas
100 E. Santa Fe Street
P.O. Box 768
Olathe, KS 66051-0768

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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)