

Project: 180.54892

REIMBURSEMENT AGREEMENT FOR ADJUSTMENT OF UTILITIES

This Reimbursement Agreement for Adjustment of Utilities (this "Agreement"), by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas (hereafter the "Developer") and Atmos Energy Corporation (hereafter "Atmos Energy"), is dated as of this 29th day of July, 2025.

BACKGROUND

WHEREAS, Developer has determined that it is necessary to make certain changes to Access road on Hwy 99 Grand Parkway described in and shown on Exhibit "B" which is fully incorporated for all purposes. This tract is property owned by Developer (the "Developer Property"), and Developer proposes to expand the roadway over a portion of the Developer Property (the "Improvements"); and

WHEREAS, Atmos Energy owns and maintains a natural gas transmission pipeline and related facilities (collectively, the "Facilities") on and under an easement agreement recorded in Real Property Records of Ft. Bend County, Texas (the "Existing Easement"). The Existing Easement is located on the Developer's Property and is located within the limits of the Improvements; and

WHEREAS, Atmos Energy and Developer have agreed that, in order to facilitate the construction of the Improvements while retaining natural gas service, Developer will bear the cost for Atmos Energy to perform certain work (collectively, the "Work") to relocate its Facilities to another location within the Developer Property, as further set forth in this Agreement.

AGREEMENT

Now therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Reimbursement of Cost and Expenses. Atmos Energy shall undertake the Work, and the Developer shall reimburse Atmos Energy's cost thereof. A brief statement of the scope of the Work and the estimated cost of the Work are set forth on Exhibit "A" attached hereto. Costs to be reimbursed by Developer include direct costs, such as the cost of all engineering, field surveys, additional right-of-way, materials and construction, and indirect costs, such as overheads incurred by Atmos Energy that are required to complete the Work.

2. Payments to Atmos Energy. The Developer agrees to pay all direct and indirect costs for the Work (such amount being referred to as the "Reimbursement Amount"). The current estimate of the Reimbursement Amount is set forth on the invoice attached hereto as Exhibit "A". Developer agrees to pay the estimated Reimbursement Amount to Atmos Energy within thirty (30) days of the date of this Agreement.

3. Timing of Completion of Work. Atmos Energy shall not be obligated to begin any pre-construction activity (e.g., engineering work or ordering materials) prior to the execution of this Agreement and receipt of (a) the executed Joint Use Agreement on a form approved by Atmos Energy and Developer for the relocated pipeline (the "Use Agreement"), if required by Atmos Energy and (b) payment in full of the estimated Reimbursement Amount. Upon Atmos Energy's receipt of the executed Agreement, the Use Agreement, if required, and the Reimbursement Amount, Atmos Energy shall promptly commence and thereafter diligently pursue completion of the Work. Atmos Energy does not make any guarantees regarding the completion of the Work by a date certain. Developer agrees that no excavation or construction of Improvements will take place over the existing Facilities until Atmos Energy has completed the Work and given written notice to Developer that natural gas is no longer flowing through the Facilities within the Existing Easement area. Following completion of the Work and at such time as the replacement pipeline is in service with natural gas flowing through Atmos Energy's facilities in the joint use location, Atmos Energy will relinquish its existing Facilities located within the limits of the Existing Easement affected by the Improvements. The existing Facilities shall be abandoned in place.

4. Final Payment. No later than ninety (90) days following final completion of the Work, Atmos Energy agrees to undertake a final review of the cost of the Work and the amount previously paid by the Developer. If the review discloses that the amount previously paid by the Developer is more or less than the actual cost of the Work, then the parties agree to correct such error by the Developer making a supplemental payment to Atmos Energy, and amending this Agreement to include a revised Auditor's Certificate, or Atmos Energy remitting to the Developer the amount of any overpayment, as applicable. Such payment or remittance shall be made within ninety (90) days of a party's receipt of the results of the review indicating an amount is due by such party. The Developer shall have the right to review invoices and other documentation related to the Work necessary to confirm the accuracy of the cost of the Work. If the Developer disputes costs related to the Final Payment, Developer will notify Atmos Energy within thirty (30) days after the date the Developer receives the aforementioned invoices or other documentation related to confirming the costs of the Work.

5. Miscellaneous.

A. Atmos Energy by execution of this Agreement does not waive any of the rights which Atmos Energy may have within the limits of the law.

B. Any and all notices required under this Agreement shall be sent via certified or registered mail, postage prepaid, return receipt requested, or by reputable overnight delivery service (such as Federal Express or Airborne), addressed to the party being notified as follows:

Developer: Fort Bend County Engineering
Attention: County Engineer
301 Jackson Street
Richmond, Texas 77469
Phone: 281-633-7500
Fax: _____
Attn: _____

Email: Stacy.Slawinski@fbctx.gov

With a copy to:

Fort Bend County
Attention: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

Atmos Energy: Atmos Energy Corporation
5420 LBJ Freeway, Suite 1700
Dallas, TX 75240
Phone: 214-532-6396
Attn: Sonny Ithipathachai
Email: Sonny.ithipathachai@atmosenergy.com

C. The signatories to this Agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

D. Neither party to this Agreement may assign its rights or obligations under this Agreement to any person without the prior written consent of the other party to this Agreement. The provisions of this Agreement do not impart any rights enforceable by any person, firm, or organization not a party or an assignee of a party to this Agreement.

E. Any interpretation of this Agreement or any controversy related to this Agreement is governed by the laws of the State of Texas. The parties agree that the Developer has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

F. No waiver by either party of any one or more defaults by the other party in the performance of any provision of this Agreement operates as a waiver of any future default or defaults, whether of a like or different character.

G. This Agreement represents the entire agreement of the parties concerning the subject matter contained in this Agreement. No amendment or modification of this Agreement will be effective unless evidenced in writing signed by both parties to this Agreement.

H. This Agreement is subject to cancellation by the Developer at any time up to the date prior to the execution of the New Easement and payment of the Reimbursement Amount, and such cancellation will not create any liability on part of the Developer.

I. Severability. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

J. BY ACCEPTANCE OF CONTRACT, ATMOS ENERGY ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND

THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

K. Atmos Energy maintains insurance in types and amounts required of a natural gas company operating in Fort Bend County, Texas. Prior to commencement of the Work, Atmos Energy's contractor shall furnish Developer with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to Developer. Atmos Energy's contractor shall provide certified copies of insurance endorsements and/or policies if requested by Developer. Atmos Energy's contractor shall maintain such insurance coverage from the time the Work commences until the Work is completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of the Work. Atmos Energy's contractor shall obtain such insurance written on an Occurrence form from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
2. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
3. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
5. Professional Liability insurance with limits not less than \$1,000,000.

Developer shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Atmos Energy shall contain a waiver of subrogation in favor of Developer.

If required coverage is written on a claims-made basis, Atmos Energy's contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Agreement and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the Work under this Agreement is completed.

Atmos Energy's contractor shall not commence any portion of the Work under this Agreement until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Developer.

No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to Developer.

Approval of the insurance by Developer shall not relieve or decrease the liability of the Atmos Energy.

N. The contents of this Section are required by Texas Law and are included by Developer regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Atmos Energy hereby verifies that Atmos Energy and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

1. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
2. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Atmos Energy does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
3. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Atmos Energy does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date below above.

Developer:

Fort Bend County

By: *KP George*
Name: KP George
Title: County Judge

Atmos Energy:

ATMOS ENERGY CORPORATION

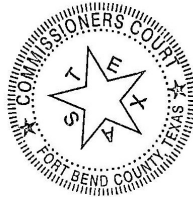
DocuSigned by:
Travis Cooper
Name: TRAVIS COOPER
Title: APT President

Date: August 12, 2025

Date: July 29, 2025 | 12:18 PM CDT

ATTEST:

Laura Richard
Laura Richard, County Clerk



APPROVED:

[Signature]
Fort Bend County Engineering Department

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 245,104.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant
Robert Ed Sturdivant, Fort Bend County Auditor

EXHIBIT A

Scope of Work, Cost Estimate and Reimbursement Amount

V4 Relocation at Grand Parkway Hwy 99
7/23/2025

***Ballpark Project Estimate V4 Relocation at
Hwy 99 Grand Parkway 180.54892***

Scope: Installation of approximately 450' of 18" steel transmission line.

Ballpark Estimate:

Materials	\$572,111
Land Rights	\$0
Company Labor	\$45,400
Contractor Labor	\$1,286,343
Indirect Costs	\$245,104

Total: \$2,448,393

EXHIBIT B

Hwy 99, Grand Parkway Description

Atmos Energy Corporation
 20' Wide Utility Easement
 Out of The
 Westpark 99 Holdings, LLC
 Residue of a Called 46.8468 Acre Tract-Tract 1
 Clerks File No.2022029161
 L.A. Patillo Survey, A-307
 Joel C. McCrary Survey, A-403
 City of Katy, Fort Bend County, Texas
 June 2024

All of that certain tract or parcel of land being 0.2845 of One Acre situated in the L.A. PATILLO SURVEY, A-307 and the JOEL C. McCRARY SURVEY, A-403, in the City of Katy, Fort Bend County, Texas, being a 20 foot wide strip of land across a part of a Called 6.278 acre Proposed Right of Way of State Highway 99 according to the Right of Entry and Possession Agreement dated September 12, 2023 of record in Clerk File No.2023115829, Official Public Records of Fort Bend County, Texas (OPRFBC), same being a part of that certain residue of a Called 46.8468 acre tract -Tract 1 to Westpark 99 Holdings, LLC as described in Clerks File No.2022029161, Official Public Records of Fort Bend County, Texas (OPRFBC), said 0.2845 of One Acre tract being more particularly described as follows:

BEGINNING at a point in the west right of way line of State Highway 99 (Grand Parkway) as described in Clerk's File No.8959078, OPRFBC, Texas and the southeast line of the residue of a said Called 46.8468 acre tract for a southeasterly corner, a TxDOT right of way marker Type II-Bronze Disk found for the point of beginning of a curve of the residue of a said Called 46.8468 acre tract bears S 01°48'02" W a distance of 332.87 feet;

THENCE through the interior of the residue of a said Called 46.8468 acre tract for the following calls:

N 87°48'52" W a distance of 12.37 feet to a point for angle corner,
 N 59°01'01" W a distance of 97.76 feet to a point for angle corner,
 N 85°16'23" W a distance of 20.00 feet to a point for a southwesterly corner, said corner also being the beginning of a curve, a 5/8" Iron Rod with Cap Stamped "Team" Found for the end of a curve of the residue of a said Called 46.8468 acre tract bears
 N 27°27'40" W a distance of 389.06 feet,
 Around said curve to the right, same having a radius of 4270.00 feet, a delta angle of 4°17'33", an arc length of 319.90 feet, and a chord length of 319.83 feet that bears
 N 07°09'28" E to a point in the southwest line of a Called 20 foot wide Lone Star Gas Company Pipeline Easement as described in Volume 588, Page 794, Fort Bend County Deed Records (FBCDR), Texas for angle corner,
 N 47°14'10" W along the southwest line of said Called 20 foot wide easement a distance of 179.91 feet to a point located on the northwest line of the residue of a said Called 46.8468 acre tract for a northwesterly corner, a 5/8" Iron Rod with Cap Stamped "Team" found for the end of a curve of the residue of a said Called 46.8468 acre tract bears
 S 42°45'58" W a distance of 128.40 feet;

THENCE N 42°45'58" E along the northwest line of the residue of a said Called 46.8468 acre tract and through the interior of said Called 20 foot wide easement a distance of 20.00 feet to a point for the most northerly corner;

THENCE through the interior of said Called 46.8468 acre tract the following calls:

S 47°14'10" E along the northeast line of said Called 20 foot wide easement a distance of 190.68 feet to a point for a northeasterly corner, said corner also being the beginning of a curve to the left, a 5/8" Iron Rod with Cap found for reference bears N 21°30'44" W a distance of 45.70 feet, and a 5/8" Iron Rod with Cap Stamped "TEAM" found for a northeasterly corner of the residue of a said Called 46.8468 acre tract bears S 62°19'03" E a distance of 76.21 feet,

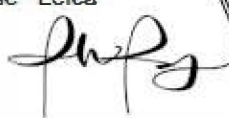
Around said curve to the left, same having a radius of 4250.00 feet, a delta angle of 04°08'11", an arc length of 306.83 feet, and a chord length of 306.77 feet that bears S 07°22'51" W to a point for angle corner,

S 59°01'01" E a distance of 102.30 feet to a point for angle corner,

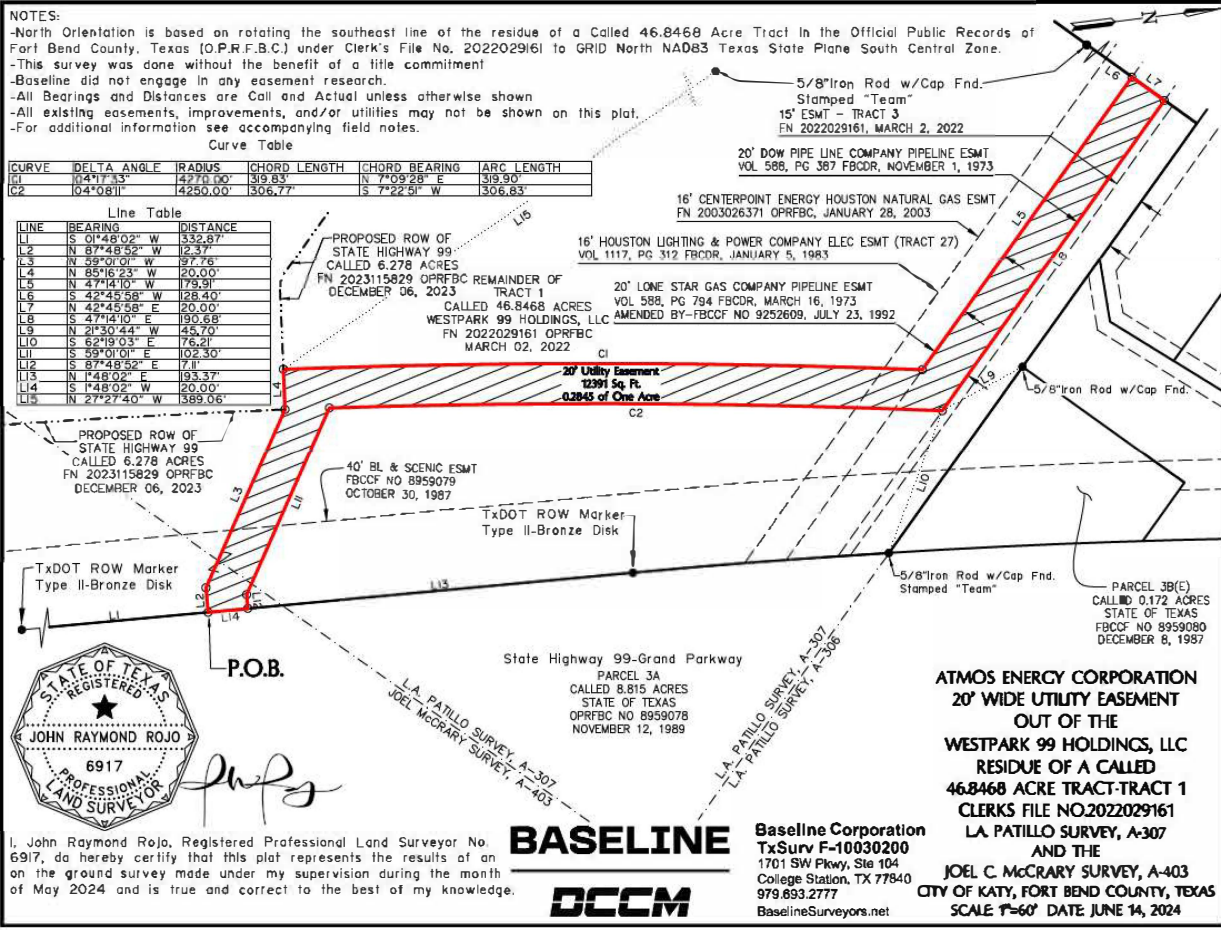
S 87°48'52" E a distance of 7.11 feet to a point in the west right of way line of said State Highway 99 (Grand Parkway) for a northeasterly corner, said corner also being in the southeast line of the residue of a said Called 46.8468 acre tract, a TxDOT right of way marker Type II-Bronze Disk found for the point of beginning of a curve of the residue of a said Called 46.8468 acre tract bears N 01°48'02" E a distance of 193.37 feet;

THENCE S 01°48'02" W along the west right of way line of said State Highway 99 (Grand Parkway) and the southeast line of the residue of a said Called 46.8468 acre tract a distance of 20.00 feet to the PLACE OF BEGINNING AND CONTAINING AN AREA OF 0.2845 OF ONE ACRE (12391 SQ. FT.) MORE OR LESS according to a survey performed on the ground on May 2024 under the supervision of John Raymond Rojo, Registered Professional Land Surveyor No. 6917.

North Orientation is based on rotating the southeast line of the residue of a said Called 46.8468 acre tract to GRID North NAD83, Texas State Plane, South Central Zone, based on GPS observations referenced to the Leica SmartNet RTK Network in May 2024.



For additional information see accompanying plat.



Certificate Of Completion

Envelope Id: E4E80314-B0A2-427C-9B7C-31BC2A2AF258	Status: Completed
Subject: Complete with Docusign: Reimbursement Agreement 180.54892.pdf	
Source Envelope:	
Document Pages: 14	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Korey LeMond
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	5420 LBJ Freeway, Suite 1600
	Dallas, TX 75240
	Korey.LeMond@atmosenergy.com
	IP Address: 163.116.253.43

Record Tracking

Status: Original	Holder: Korey LeMond	Location: DocuSign
7/29/2025 8:41:33 AM	Korey.LeMond@atmosenergy.com	

Signer Events

TRAVIS COOPER
 Travis.Cooper@atmosenergy.com
 APT President
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 57585842B2DA477...
 Signature Adoption: Drawn on Device
 Using IP Address: 2600:387:f:93::4
 Signed using mobile

Timestamp

Sent: 7/29/2025 8:47:08 AM
 Viewed: 7/29/2025 10:17:05 AM
 Signed: 7/29/2025 10:18:52 AM

Electronic Record and Signature Disclosure:

Accepted: 7/29/2025 10:17:05 AM
 ID: d9f03099-fc69-4323-9752-9fc22b50b7b5

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Korey LeMond
 korey.lemond@atmosenergy.com
 Project Manager
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 7/29/2025 10:18:53 AM
 Resent: 7/29/2025 10:18:56 AM
 Viewed: 7/29/2025 10:20:28 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

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Certified Delivered	Security Checked	7/29/2025 10:17:05 AM
Signing Complete	Security Checked	7/29/2025 10:18:52 AM
Completed	Security Checked	7/29/2025 10:18:53 AM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Atmos Energy Corporation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Atmos Energy Corporation:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: it.service.desk@atmosenergy.com

To advise Atmos Energy Corporation of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at it.service.desk@atmosenergy.com and in the body of such request you must state: your previous email address, your new email address. A change of email address must be to a verified company email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Atmos Energy Corporation

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to it.service.desk@atmosenergy.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Atmos Energy Corporation

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to it.service.desk@atmosenergy.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Atmos Energy Corporation as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Atmos Energy Corporation during the course of your relationship with Atmos Energy Corporation.