

**BEFORE THE TENNESSEE PUBLIC UTILITY COMMISSION
NASHVILLE, TENNESSEE**

IN RE:

**PETITION OF ATMOS ENERGY
CORPORATION FOR APPROVAL
OF NEGOTIATED FRANCHISE
AGREEMENT WITH THE COUNTY OF
WILLIAMSON, TENNESSEE**

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Docket No. 18- 00089

**PETITION FOR APPROVAL OF FRANCHISE
AGREEMENT WITH THE COUNTY OF WILLIAMSON, TENNESSEE**

Pursuant to Tennessee Code Annotated § 65-4-107, Atmos Energy Corporation (“Atmos Energy” or “Company”) respectfully requests that the Tennessee Public Utility Commission (“Commission”) approve a negotiated franchise agreement between Atmos Energy and the County of Williamson, Tennessee.

In support of this Petition, Atmos respectfully submits the following:

1. Full name and address of the principal place of business of the company are:

Atmos Energy Corporation
5430 LBJ Freeway S 1800
Dallas, TX 75240

2. All correspondence and communications with respect to this Petition should be sent to the following:

Mark A. Martin
Vice President, Rates & Regulatory Affairs
KY/Mid-States Division
Atmos Energy Corporation
3275 Highland Pointe Dr.
Owensboro, KY 42303
(270) 685-8052 – Facsimile

A. Scott Ross, Esq.
Neal & Harwell, PLC
1201 Demonbreun Street, Ste. 1000
Nashville, TN 37203
(615) 244-1713 – Telephone
(615) 726-0573 – Facsimile

Douglas C. Walther, Esq.
Associate General Counsel
Atmos Energy Corporation
P. O. Box 650205
Dallas, TX 75265-0205
(972) 855-3080 – Facsimile

3. Atmos Energy serves approximately 132,000 residential, commercial, and industrial customers in Tennessee. Among the areas served is Williamson County, Tennessee.

4. Atmos Energy currently provides natural gas service to the unincorporated areas of Williamson County pursuant to a franchise agreement approved by this Commission in Docket No. 03-00520.

5. That franchise agreement expired by its terms on June 4, 2018.

6. In anticipation of the expiration of the existing franchise agreement, the Company began negotiations with Williamson County for renewal of the franchise authority in the spring of 2018. These negotiations recently concluded and a new Resolution, Resolution 7-18-31, expressing the intent to enter into a franchise agreement was passed by the Board of Commissioners on July 9, 2018. Atmos Energy and Williamson County then entered into the franchise agreement on July 31, 2018. A true and correct copy of this Resolution authorizing the franchise agreement, and the franchise agreement, is attached hereto as Exhibit 1.

7. The franchise agreement will become effective upon final approval by the Tennessee Public Utility Commission.

8. The franchise agreement with Williamson County is necessary and proper for the public convenience and properly conserves the public interest. Pursuant to Tennessee Code Annotated § 65-4-105(e), the franchise fee will, insofar as practicable, be billed pro rata to the utility customers receiving service within the municipality.

WHEREFORE, Atmos respectfully requests that the Commission approve the franchise agreement with Williamson County attached hereto as Exhibit 1 pursuant to Tennessee Code Annotated § 65-4-107.

Respectfully submitted,

NEAL & HARWELL, PLC

By: 

A. Scott Ross, #15634
1201 Demonbreun Street, Suite 1000
Nashville, TN 37203
(615) 244-1713 – Telephone
(615) 726-0573 – Facsimile

Counsel for Atmos Energy Corporation

EXHIBIT 1

Resolution No. 7-18-31
Requested by: Mayor's Office

6/25/18
11:55 a.m.
JW

**A RESOLUTION GRANTING A FRANCHISE TO ATMOS ENERGY
CORPORATION A LICENSE TO PROVIDE THE COUNTY OF WILLIAMSON,
TENNESSEE, WITH NATURAL GAS SERVICE**

WHEREAS, Tennessee State Law (T.C.A. § 65-4-105) allows local governing authorities limited ability to control and regulate service utilities operations in and the use of public rights of way and easements; and,

WHEREAS, the authority granted to Williamson County includes the assessment of a franchise fee to be made by the operating utility for the use of right-of-ways, streets, alleys, or other similar public places, and to help defray other expenses resulting from the operation of said utilities within Williamson County; and

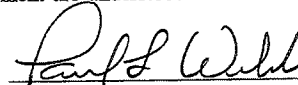
WHEREAS, Atmos Energy Corporation is a corporation organized under the laws of the State of Texas, and the Commonwealth of Virginia, and authorized to do business in Tennessee; and

WHEREAS, the Board of County Commissioners previously approved a Resolution No. 3-18-30 to grant Atmos Energy Corporation, its successors, and assigns a nonexclusive license to use easements and right-of-ways, and other similar public roads owned or operated by Williamson County for the purposes of continuing operating, maintaining, and constructing a system of gas mains and service pipes for the transmission and distribution of natural gas to Williamson County residents; and

WHEREAS, subsequent to the approval of Resolution No. 3-18-30, Atmos has requested revisions to the agreement:

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Williamson County, meeting in regular session on this the 9th day of July 2018, hereby authorizes the Williamson County Mayor to execute the franchise license agreement including any subsequent amendments and related documents which do not materially alter the contract terms, with Atmos Energy Corporation for the nonexclusive use, easements, and right-of-ways related to the provision of natural gas, pursuant to the provisions of the license agreement, which is incorporated herein and attached herewith.

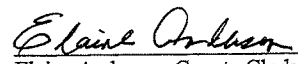
AND, LET IT FURTHER BE RESOLVED, the license agreement shall be deemed effective upon certification to Williamson County that all the provisions of the specified resolutions as well as the license agreement are understood and will be strictly adhered to.

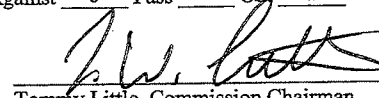

Commissioner


Committee Referred to & Action Taken:

Budget Committee	For 5	Against 0
Highway Commission	For 4	Against 0

Commission Action Taken: For 22 Against 0 Pass Out 1


Elaine Anderson, County Clerk


Tommy Little, Commission Chairman,
Pro Tempore


Rogers Anderson, Williamson County Mayor

7-24-18
Date

STATE OF TENNESSEE, WILLIAMSON COUNTY

I, Elaine Anderson, County Clerk of Williamson County, do hereby certify that the foregoing is a true and perfect copy of: Resolution Granting a Franchise to Atmos Energy Corporation a License to Provide the County of Williamson, Tennessee, with Natural Gas Service.

as the same appears of record in Minute Book No. 29 Page on file in my office at Franklin.

Witness my hand and seal, at office, this 24th day of July, 2018.

Elaine Anderson , Clerk
By Jeff Whaley , D.C.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made on the 31 day of July, 2018, by and between the COUNTY OF WILLIAMSON, TENNESSEE (hereinafter "Grantor") and ATMOS ENERGY CORPORATION, a Texas and Virginia corporation (hereinafter "Grantee").

1. Definitions: As used in this Agreement, the following words and phrases shall have the following meanings:

1.1. "Agency" refers to and is the Tennessee Public Utility Commission the state utility regulatory agency having jurisdiction over the rates, services and operations of Grantee within the State of Tennessee or other administrative or regulatory authority succeeding to the regulatory powers of the Agency.

1.2. "Board" refers to and is the governing body of the County of Williamson, Tennessee.

1.3. "County" refers to and is the unincorporated areas of the County of Williamson, Tennessee, and includes territory as currently is or may in the future be included within the boundaries of the County of Williamson.

1.4. "Grantee" shall mean Atmos Energy Corporation.

1.5. "Grantor" shall mean Williamson County, Tennessee.

1.6. "Public Right-of-Way" shall mean the surface, the airspace above the surface, and area below the surface of any street, highway, alley, avenue, boulevard, sidewalk, pedestrian/bicycle lane or trail, driveway, bridge, utility easement, or any other public ways, owned, dedicated by plat, occupied, or used by the public and within the unincorporated areas of the Grantor's geographical limits or boundaries established by applicable law.

1.7. "Revenues" refer to and are those amounts of money which the Grantee receives from its customers within the unincorporated areas of Grantor's geographical limits or boundaries for the retail sale of gas under rates, temporary or permanent, authorized by the Agency and represents amounts billed under such rates as adjusted for refunds, the net write-off of uncollectible accounts, corrections, or other regulatory adjustments. Revenues do not include miscellaneous service charges, including but not limited to turn-ons, meter sets, non-sufficient funds, late fees, and interest, which are related to but are not a part of the actual retail sale of gas.

1.8. "System" shall mean the system of works, pipes, pipelines, facilities, fixtures, apparatus, lines, machinery, equipment, structures, appliances, appurtenances or other infrastructure reasonably necessary for the storage, transportation, distribution or sale of natural, artificial or mixed gas to residential and commercial customers and the public generally, within the unincorporated areas of the geographical limits or boundaries of the Grantor.

2. **Grant.** Grantor, in consideration of the payments to be made by Grantee to Grantor hereunder, of the covenants and agreements made by Grantee herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant to Grantee, its successors, and assigns, to the degree it has authority, a non-exclusive license, right, authority, privilege, and franchise to provide natural gas service to Grantor, and in the providing of such natural gas service, to construct, maintain, and operate System for the distribution of gas, in, upon, under, along, across and over Public Right-of-Way owned or controlled by Grantor, in the present or futures limits of Williamson County, for the supplying and selling of gas and gas by-products to Grantor and the inhabitants, institutions, and businesses in Williamson County, and for such other purposes to construct, lay down, maintain, and operate all necessary gas mains, service pipes, and other appliances, fixtures, and facilities as may be necessary for the transmission, distribution, and sale of such to said County and the inhabitants thereof for domestic, commercial, industrial, and institutional uses, and other purposes for which it is or may hereafter be used.

3. **Term.** The term of this License Agreement shall be for a period of fifteen (15) years from and after the last date of execution hereof by either party hereto. No execution of this License Agreement by Grantor shall be effective unless and until this License Agreement, together with authorization for execution hereof on behalf of Grantor, has been approved and ratified by resolution, duly adopted, and passed in accordance with applicable law by Grantor's Board.

4. **Construction of Facilities.**

4.1. All gas mains, service pipes, fixtures, and other appliances so laid, constructed, and maintained by virtue of this License Agreement shall be so laid, constructed, and maintained in accordance with Grantor's regulations governing construction permits, surety requirements, licensing of contractors, cutting public roads, construction requirements, and subdivision regulations, and all applicable engineering codes adopted or approved by the natural gas distribution industry and/or engineering profession and in accordance with any applicable statutes of the State of Tennessee governmental regulatory commission, board, or agencies having jurisdiction over Grantee.

4.2. All gas mains, service pipes, fixtures, and other appliances shall be constructed as not to interfere with the drainage of Grantor or unreasonably interfere with or injure any sewer or any other improvement which Grantor has heretofore made or allowed to be made, or may hereafter make or allow in, upon, or along any county road, utility easement, parkway, or other public ground, or unnecessarily impede or obstruct Public Right-of-Way of Williamson County, and shall conform to the grade as then or thereafter established.

4.3. No construction of gas mains, service pipes, fixtures, and other appliances shall interfere with or injure any Williamson County road.

4.4. In the event that Grantor or any other entity acting on behalf of Grantor requests or demands that Grantee remove, move, modify, relocate, reconstruct or adjust any part of the system from their then-current locations within the Public Right-of-Way of Grantor in connection with a public project or improvement, then Grantee shall relocate, at its expense, the system facilities affected by such project or improvement unless such project or improvement is primarily for beautification or the benefit of a private third party. Notwithstanding the foregoing provisions of this paragraph, Grantee shall not be obligated to relocate, at its expense, any of the following: (i) system facilities that are located on private property at the time relocation is requested or demanded; (ii) system facilities that are relocated in connection with sidewalk improvements (unless such sidewalk improvements are related to or associated with road widening's, the creation of new turn lanes, or the addition of acceleration/deceleration lanes); or (iii) streetscape projects or other projects undertaken primarily for aesthetic purposes or (iv) system facilities that are required by the state or local government to be converted from an overhead configuration or installation to an underground configuration or installation.

4.5. Grantor and Grantee recognize that both parties benefit from economic development within the boundaries of Grantor. Accordingly, when it is necessary to relocate any of Grantee's facilities in the Public Right-of-Way, Grantor and Grantee shall work cooperatively to minimize costs, delays, and inconvenience to both parties while ensuring compliance with applicable laws and regulations. In addition, Grantor and Grantee shall communicate in a timely fashion to coordinate projects included in Grantor's five-year capital improvement plan, Grantor's short-term work program, or Grantor's annual budget in an effort to minimize relocation of Grantee's facilities. Such communication may include, but is not limited to, (i) both parties' participation in a local utilities coordinating council (or any successor organization) and (ii) both parties' use of the National Joint Utility Notification System (or any alternative comparable systems or successor to such system mutually acceptable to both parties).

4.6. At the request of Grantor, Grantee will mark the location of the gas pipes or other appliances.

4.7. Grantee agrees to utilize existing public or private right-of-ways whenever practical before resorting to the right of condemnation to which Grantee may be entitled to utilize by law.

5. **Fee.** In consideration for the grant of the rights and privileges herein contained in this License Agreement, Grantee shall, during the term hereof, pay to Grantor, five percent (5 %) of the annual Revenues received by Grantee from the sale of natural gas to all customers of Grantee who are located within the unincorporated areas of Williamson County, hereinafter referred to as the "Fee". Notwithstanding anything herein to the contrary, the total amount of the Fee shall never exceed five percent (5%) of Grantee's Revenues received from the sale of natural gas to all customers of Grantee who are located within the unincorporated areas of Williamson County. The obligation of Grantee to pay the Fee shall continue as of the effective date of this License Agreement. The payment of the Fee shall be due on a quarterly basis and the first payment shall be made by Grantee within thirty (30) days after the first full calendar quarter during which the Fee is payable. Thereafter, payment shall be due on the last day of the month following each calendar quarter. Grantee shall furnish to Grantor an annual report showing the amount of its sales within the unincorporated

areas of the Grantor. Grantor shall have access at all reasonable times to the appropriate books and records of Grantee for the purpose of ascertaining the amount due to Grantor under this paragraph. It is understood that the rates and charges fixed by Grantee for natural gas sold in Williamson County and all other services rendered and to be rendered and the conditions thereof for such service shall be in accordance with the requirements of and subject to the approval of the TRA or its successors. Pursuant to T.C.A. §65-4-105, Grantee shall pass the Fee through as a line item charge on the bills of Grantee's customers served by Grantee in the unincorporated areas of the County. Grantee shall not be liable for the Fee, or any portion thereof, if the customer in the unincorporated area of the County fails to pay its bill provided by Grantee.

6. **Bond.** During the term hereof, Grantee shall continuously maintain a surety bond to the Grantor Highway Commission in a minimum amount of Five Thousand and No/100 Dollars (\$5,000.00). The surety bond must be issued by a surety reasonably acceptable to Grantor and able to do business in the State of Tennessee. In the alternative to a surety bond, Grantee may present Grantor with a letter of credit or certified check in an equivalent amount and either of which must be issued by a financial institution reasonably acceptable to Grantor and having within fifty (50) miles of Franklin, Tennessee, an office or branch authorized to accept a demand or "call" on the securing document.

7. **Street Safety.** When any County Public Right-of-Way is opened by Grantee during construction, or any other opening is made by Grantee within the County, whether the same be made for the purpose of laying, constructing, replacing, or repairing the mains, pipes, and other appliances and fixtures of Grantee, Grantee shall place and maintain necessary safety devices, barriers, lights, warnings, and/or other control measures (such as flag men) to properly notify third parties of any dangers resulting from such openings, and Grantee shall comply with all applicable safety regulations required by federal, state and local laws.

8. **Approval of Grantor.** Whenever Grantee wishes to enter upon any County Public Right-of-Way for the purpose of constructing, replacing, or repairing any gas mains, pipes, or other appliances, it will notify Grantor, obtain any appropriate permissions or permits, and file with the appropriate department of Grantor, a plan or map of the proposed work.

8.1. No such work shall commence until approval is received from the Grantor's Highway Superintendent or designated representative. Whenever any County Public Right-of-Way shall be entered, dug up, or disturbed by Grantee, Grantee shall, at its expense and as soon as possible after the work is completed, restore such County Public Right-of-Way in as good condition as existed before the work was done and to the reasonable satisfaction of Grantor. Should any damage whatsoever occur to any County road by Grantee, it shall be Grantee's sole responsibility to repair/replace the damaged section in accordance with County standards.

8.2. In the event Grantee shall fail to fulfill its obligation under this paragraph, Grantor, after giving Grantee thirty (30) days written notice and failure of Grantee thereafter to make such repairs or restoration, may make the necessary restoration or repairs itself and Grantee shall be liable for the cost of same. Should Grantee fail to reimburse County for such repair/replacement then that shall be a material breach of this License Agreement and County shall have the right to terminate this License Agreement immediately. Such termination shall not relieve Grantee of any liability to County for damages sustained by virtue of any breach by Grantee. Should County take legal action to enforce this provision of the License Agreement and prevail, Grantee shall pay all expenses of such action including County's attorney fees and costs at all stages of the litigation.

8.3 The provisions of this section shall not be applied or interpreted in such a way as to prevent or delay Grantee from performing work that may be required as a result of any emergency, leak, or other immediate hazard or danger. Likewise, the provisions of this paragraph anticipate that Grantee shall not be unreasonably denied permission to perform necessary work. The fact that any work done by Grantee may be considered an emergency shall in no way release Grantee from its responsibility to repair/replace any damage to any County Public Right-of-Way or reimburse County should the repair/replacement be unsatisfactory.

9. **Maps.** A map of Grantee's existing distribution system within the County shall be provided to the County Engineer within thirty (30) days of the execution of this License Agreement. Grantee shall provide the

County Engineer with updated maps on an annual basis. Construction plans shall be filed with the County Engineer at least ten (10) days prior to commencing initial construction or any major additions to said distribution system. Grantee shall file a complete "as built" system map with Grantor within a reasonable time of such request, but no less frequently than every twelve (12) months, and not more frequently than twice in any twelve (12) month period, showing the location of Grantee's facilities within the County.

10. **Easements.** Nothing herein contained shall be construed as preventing Grantee from installing, placing, replacing, taking up, repairing, or removing gas pipes, mains, service pipes, or other devices for furnishing gas services, from using any easements for gas service which are shown on any plats or any portion of the County heretofore or hereafter platted or recorded or any such easement which may hereafter be created, granted, or dedicated for any such utility purposes by any person, firm, or corporation whatsoever subject to Section 8 of this License Agreement.

11. **Local Office or Agent.** a. During the term of this License Agreement, Grantee shall maintain within the County a business office or agent for the purpose of receiving and resolving any complaints regarding the quality of Grantee's service, new service equipment malfunction and similar matters. A local office or agency maintained by Grantee within any municipality situated within the County shall suffice for purposes of this paragraph. Said office shall be open to receive inquiries or complaints from subscribers during normal business hours (but in no event less than 9:00 a.m. to 4:00 p.m.) Monday through Friday, excluding holidays when Grantee's offices are customarily closed for business. Any complaints from subscribers may be made orally or in writing and shall be investigated and acted upon as soon as possible, but at least within ten (10) calendar days of their receipt.

11.1. Grantee shall keep a maintenance service log which will indicate the nature of each service complaint, a date and time it was received, the disposition of said complaint, and the date and time of such disposition. This log shall be made available for inspection by Grantor at any time during regular business hours. Grantee shall also provide a telephone number at which subscribers may contact Grantee or an agent of Grantee on a twenty-four (24) hour basis in the event of emergencies, and Grantee shall list such number in the city telephone directory and Grantee shall notify its subscribers of such service. The procedure for reporting and resolving complaints shall be stated in writing by Grantee to each subscriber.

11.2. Grantee shall maintain the staff and facilities needed to handle property system maintenance and complaints or malfunctions at other than normal business hours.

12. **Force Majeure.** Notwithstanding anything expressly or impliedly to the contrary contained herein, in the event Grantee is prevented, wholly or partially, from complying with any obligation or undertaking contained herein by reason of any event of force majeure, then, while so prevented, compliance with such obligations or undertakings shall be suspended. The term force majeure, as used herein, shall mean any cause not reasonably within Grantee's control and includes, but is not limited to, acts of God, strikes, lock-outs, wars, riots, orders, or decrees of any lawfully constituted federal, state or local body, contagions or contaminations hazardous to human life or health, fires, storms, floods, wash-outs, explosions, breakages, or accidents to machinery or lines of pipe, inability to obtain or the delay in obtaining right-of-ways, materials, supplies or labor permits, temporary failures of gas supply, or necessary repair, maintenance, or replacement of facilities used in the performance of the obligations hereunder.

13. **Indemnity.** Grantee shall at all times indemnify and hold harmless Grantor from and against any and all lawful claims for injury to any person or property by reason of Grantee or its employees' failure to exercise due care and diligence in and about the installing and maintenance of Grantee's natural gas system within the County, guarding trenches and excavation while said system is being installed or subsequent extensions, repairs, or alterations are being made or generally in the operation and maintenance of said system, provided Grantee shall have been notified in writing of any claim against Grantor, and shall have been afforded the opportunity to defend same.

14. **Rules and Regulations.** This License Agreement may from time to time be subject to rules and regulations adopted by any regulatory body having jurisdiction thereof during the term of this License Agreement and may also be subject to all rules and regulations adopted and approved by the Agency or, Grantor. If considered appropriate by Grantor, such rules and regulations may become a part of this License

Agreement by resolution duly adopted and approved by the governing body of Grantor in accordance with applicable law. Notwithstanding anything herein contained to the contrary, Grantee shall not be obligated or required to make any extension of distribution mains or service lines except in accordance with the provisions relating thereto adopted or approved by the Agency during the term of this License Agreement.

15. **Agency Approval.** The parties hereto acknowledge that this License Agreement is subject to approval by the Agency. Grantee shall be responsible for seeking such approval and shall pursue the approval hereof through all administrative and appellate levels.

16. **Invalidity.** If any term, provision, or condition of this License Agreement shall hereafter be declared or determined by any court of competent authority to be invalid or is not approved by the Agency, the parties, at their election, may ratify or conform the remaining provisions, terms, or conditions hereof and, upon such ratification or confirmation, the remaining portions of this License Agreement shall remain in full force and effect. If the price for the License Agreement, or any portion thereof, is not approved by the Agency or declared by any court of competent jurisdiction to be declared to be invalid or uncollectible by Grantor, then the parties agree to amend this License Agreement to provide an alternative measure of compensation to Grantor which yields an equivalent or approximate equivalent amount of compensation to Grantor.

17. **Law Governing.** This License Agreement shall be exclusively interpreted and construed in accordance with the laws of the State of Tennessee.

18. **Compliance with Laws.** Grantee agrees to comply with any and all applicable federal, state and local laws and regulations. Grantee shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal, or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

19. **Maintenance of Records.** The books, records, and documents of Grantee, insofar as they relate to work performed or money received under this License Agreement, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by County or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.

20. **Modification of License Agreement.** This License Agreement may be modified only by written amendment executed by all parties and their signatories hereto.

21. **Partnership/Joint Venture.** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.

22. **Waiver.** No waiver of any provision of this License Agreement shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

23. **Insurance.** During the term of this License Agreement, Grantee shall, at its own cost and expense, maintain Comprehensive General Liability Insurance. A certificate of insurance, in a form satisfactory to County, evidencing said coverage shall be provided to County prior to commencement of performance of this License Agreement. Such policy or policies shall be in the minimum amount of Two Million Dollars (\$2,000,000.00) for bodily injury or death to one person, and Two Million Dollars (\$2,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, Two Million Dollars (\$2,000,000.00) for property damage resulting from one accident, Two Million Dollars (\$2,000,000.00) for excess commercial liability, and Two Million Dollars (\$2,000,000.00) for workers' compensation employer liability. Grantee shall provide any additional workers' compensation coverage in accordance with applicable

law. Such policies shall be non-cancelable except upon thirty (30) days prior written notice to the County. Throughout the term of this License Agreement, Grantee shall provide an updated certificate of insurance upon expiration of the current certificate. All insurance provided by Grantee in compliance with this Agreement shall be primary as to any other insurance or self-insured program afforded to or maintained by the Grantor.

24. **Attorney Fees.** Grantee agrees that, in the event Grantor deems it necessary to take legal action to enforce any provision of this License Agreement, and in the event County prevails, Grantee shall pay all expenses of such action including County's attorney fees and costs at all stages of the litigation.

25. **Assignment-Consent Required.** The provisions of this License Agreement shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Neither this License Agreement nor any of the rights and obligations of Grantee hereunder shall be assigned or transferred in whole or in part without the prior written consent of County. Any such assignment or transfer shall not release Grantee from its obligations hereunder.

26. **Venue.** Any action between the parties arising from this License Agreement shall be maintained exclusively in the courts of Williamson County, Tennessee.

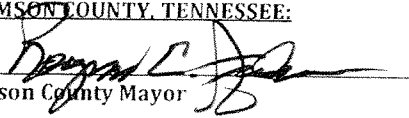
27. **Effective Date.** This License Agreement shall not be binding upon the parties until it has been signed first by Grantee and then by the authorized representatives of the Grantor and has been filed in the office of the Williamson County Mayor. When it has been so signed and filed, and approved by the Agency, this License Agreement shall be effective as of the date first written above.

28. **Entire Agreement.** This License Agreement reflects the complete agreement between the parties and supersedes all prior oral and written understandings with respect to the subject matter hereof. This License Agreement may only be amended or modified in writing, signed by both parties hereto, and approved and ratified by the governing body of Williamson County.

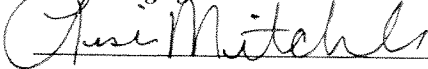
29. **Successors and Assigns.** All the privileges given and obligations created by this License Agreement shall be binding upon the successors and assigns of Grantee.

LAST ITEM ON PAGE
SIGNATURE PAGE FOLLOWS

WILLIAMSON COUNTY, TENNESSEE:


Williamson County Mayor

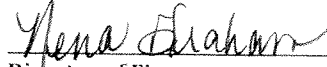
Purchasing Agent:



RECOMMENDED:
Department Head


Department:

APPROVED AS TO AVAILABILITY OF FUNDS:


Director of Finance

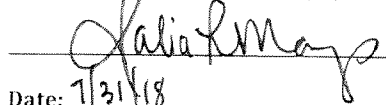
APPROVED AS TO INSURANCE:


Department of Risk Management

APPROVED AS TO FORM AND LEGALITY:

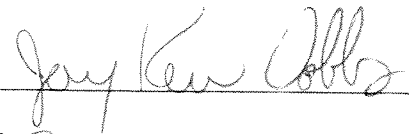

Williamson County Attorney

FILED IN THE OFFICE OF THE
WILLIAMSON COUNTY MAYOR:


Date: 7/31/18

By:

Title:

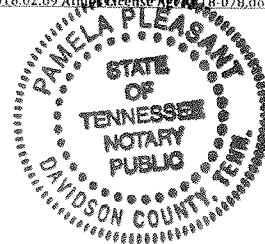

PRESIDENT KMD

Sworn to and subscribed to before me, a
Notary Public, this 26th day of July,
2018, by Jay Kevin Dobbs, the
President KMD of Atmos and duly authorized
to execute this instrument on Atmos's behalf.


Notary Public

My Commission Expires: MARCH 3, 2020

H:\Williamson County\Agreements\Real Property Agreements\Atmos Energy
Corporation\2018\2018.02.09 Atmos License Agt KH18-078.docx



H:\Williamson County\Agreements\Parks and Rec\Atmos Energy\2018.06.21 Atmos
License Agt KH18-078.docx

ATMOS ENERGY CORPORATION: