

GAS FACILITY RELOCATION AGREEMENT

This Agreement, entered into this **13th** day of **January, 2016**, by and between **Brunswick Glynn Joint Water & Sewer Commission**, hereinafter referred to as OWNER, and Atlanta Gas Light Company, hereinafter referred to as Company,

WITNESSETH:

WHEREAS, the Company owns natural gas facilities located in road Right-of-Way (ROW) in Brunswick, Glynn County, Georgia and;

WHEREAS, OWNER desires to contract with the Company for the relocation of the Company's natural gas facilities;

NOW THEREFORE, in consideration of the mutual benefits to be derived therefrom, it is mutually covenanted and agreed that the Company is will relocate its natural gas facilities in accordance with the terms and conditions of this Agreement.

1. The Company agrees to relocate, at OWNER's sole cost and expense, approximately **2000 feet of its 2-inch, 45 psig steel natural gas pipeline** located in Glynn County ROW along Canal Road in Glynn County, Georgia, as shown as the existing gas facilities (Existing Gas Facilities) on the plat labeled Attachment A, which is attached hereto and incorporated herein (the Work). The Company will install its new gas facilities within Glynn County road ROW as shown as the new gas facilities (Proposed Gas Facilities).

2. After the completion of the Proposed Gas Facilities, the Existing Gas Facilities will be abandoned by the Company in place. OWNER understands and agrees that the Company will not remove the Existing Gas Facilities. The Proposed Gas Facilities shall be the exclusive property of the Company.

3. OWNER agrees to pay to Company the total estimated cost of the Work in full and in advance of the Company's ordering materials or commencing the Work. The total cost of the Work is estimated to be **\$43,200.00**.

4. In the event that the actual total cost of the Work exceeds the estimated cost referred to above, OWNER agrees to pay the Company all such additional cost within 10 days of receipt of the Company's invoice. Should the actual total cost amount to less than the estimated cost, the Company shall refund the difference between the actual and estimated cost to OWNER within 45 days of the completion of the project.

5. The Company will order materials and commence the Work upon (1) receipt of OWNER's payment, and (2) the receipt of this executed agreement. The Company will proceed with the Work on a schedule determined by the Company, in its sole discretion.

6. To the fullest extent permitted by law, OWNER shall defend, indemnify and hold harmless the Company, its successors and assigns, and its employees, against any and all, and all manner of losses, costs, expenses, damages, and fines or penalties, including, without limitation, reasonable attorneys' fees, which the Company, its successors and assigns, and its employees, suffer or incur as a result of any claim, demand, suit, action, cause of action, investigation, or judgment made or obtained by any individual, person, firm, corporation, OWNER employee, or governmental agency in connection with, arising from, or in any manner related to the Work. OWNER further agrees to indemnify, defend and hold harmless the Company from any loss, cost or damage incurred by OWNER as a result of the Work.

Provided, however, that OWNER shall not be responsible to defend, indemnify or hold harmless the Company for losses or damages caused by or resulting from the sole negligence of the Company, its agents or employees.

7. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal, unenforceable, or in conflict with any law of the State where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

8. This Agreement shall be interpreted, construed and governed by and in accordance with the laws of the State of Georgia.

9. This Agreement shall not be assigned, in whole or in part, without the prior written consent of the Company. The duties, obligations, rights and remedies under this Agreement are in addition to and not in limitation of those otherwise imposed or available by law.

10. The parties hereto agree that the obligations, warranties and representations pursuant to paragraphs 4 and 6 shall survive the termination of this Agreement for any reason.

11. This Agreement constitutes the entire understanding and agreement between the parties and no variations or substitutions shall be made except in writing by the parties or their duly authorized representatives.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement, by having the same signed by their duly authorized representatives, the day and year first above written.

ATLANTA GAS LIGHT COMPANY

BY: Jesse Killings
VP, Operations – AGLC & CGC

WITNESS

OWNER

BY: _____

NAME: _____

TITLE: _____

[Corporate Seal]

WITNESS
