

## JOINT USE AGREEMENT

U-Number: \_\_\_\_\_ Utility ID: \_\_\_\_\_  
ROW CSJ: \_\_\_\_\_ County: Fort Bend  
District: \_\_\_\_\_ From: \_\_\_\_\_ To: \_\_\_\_\_  
Federal Project No.: \_\_\_\_\_  
Projected Highway Letting Date: \_\_\_\_\_

**WHEREAS**, Fort Bend County, Texas, ("**County**"), a political subdivision of the state of Texas, proposes to make certain highway improvements on that section of the above-indicated highway; and

**WHEREAS**, Atmos Energy Corporation, a Texas and Virginia corporation ("**Utility**"), proposes to adjust or relocate certain of its facilities, so the County can construct its highway improvements and retain title to any property rights it may have on, along or across, and within or over such limits of the highway right of way as indicated by the location map attached hereto.

**NOW, THEREFORE**, in consideration of the covenants and acknowledgements herein contained, the parties mutually agree as follows:

It is agreed that joint usage for both highway and utility purposes will be made of the area within the highway right of way limits as such area is defined and to the extent indicated on the aforementioned plans or sketches attached and described as the "20' Utility Easement" on **Exhibit A**. Nothing in this Agreement shall serve to modify or extinguish any compensable property interest vested in the **Utility** within the above described area. If the facilities shown in the aforementioned plans need to be altered or modified or new facilities constructed to either accommodate the proposed highway improvements or as part of **Utility's** future proposed changes to its own facilities, **Utility** agrees to notify the **County** at least 30 days prior thereto, and to furnish necessary plans showing location and type of construction, unless an emergency situation occurs and immediate action is required. If an emergency situation occurs and immediate action is required, **Utility** agrees to notify the **County** promptly. If such alteration, modification or new construction is in conflict with the current highway or planned future highway improvements, or could endanger the traveling public using said highway, the **County** shall have the right, after receipt of such notice, to prescribe such regulations as necessary for the protection of the highway facility and the traveling public using said highway. Such regulations shall not extend, however, to requiring the placement of intended overhead lines underground or the routing of any lines outside of the area of joint usage above described.

If **Utility's** facilities are located along a controlled access highway, **Utility** agrees that ingress and egress for servicing its facilities will be limited to frontage roads where provided, nearby or adjacent public roads and streets, or trails along or near the highway right of way lines which only connect to an intersecting road. Entry may be made to the outer portion of the highway right of way from any one or all access points. Where supports, manholes or other appurtenances of the **Utility's** facilities are located in medians or interchange areas, access from the through-traffic roadways or ramps will be allowed by permit issued by the **County** to the **Utility** setting forth the conditions for policing and other controls to protect highway users. In an emergency situation, if the means of access or service operations as herein

provided will not permit emergency repairs as required for the safety and welfare of the public, the **Utility** shall have a temporary right of access to and from the through-traffic roadways and ramps as necessary to accomplish the required repairs, provided the **County** is notified immediately when such repairs are initiated and adequate provision is made by **Utility** for the convenience and safety of highway traffic. Except as expressly provided herein, the **Utility's** rights of access to the through-traffic roadways and/or ramps shall be subject to the same rules and regulations as apply to the general public.

If **Utility's** facilities are located along a non-controlled access highway, the **Utility's** rights of ingress and egress to the through-traffic roadways and/or ramps are subject to the same rules and regulations as apply to the general public.

**Utility Estimates** that the costs it will incur for the work provided under this Agreement is \$2,000,000.00. The Parties understand and agree that such estimated costs may be higher or lower than the cost estimate. In any event, participation in actual costs incurred by the Utility for any adjustment, removal or relocation of utility facilities required under this agreement shall be fully reimbursed by the **County**. Within thirty (30) days of the completion date of the work provided by Utility under this Agreement, Utility shall submit to [enginvoices@fbctx.gov](mailto:enginvoices@fbctx.gov), one (1) electronic (pdf) copy of the invoice showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward the same to the County Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days.

**Utility** will, by written notice, advise the **County** of the beginning and completion dates of the adjustment, removal, or relocation, and, thereafter, agrees to perform such work diligently, and to conclude said adjustment, removal, or relocation by the stated completion date. The completion date shall be extended for delays caused by events outside **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **State** or any other party with **Utility's** ability to proceed with the relocation, or any other event in which **Utility** has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of **Utility**.

It is expressly understood that Utility conducts the new installation, adjustment, removal, and/or relocation at its own risk, and that the **County** makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

Upon written request by **County**, Utility shall furnish County 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 County. Utility shall maintain such insurance coverage from the time services commence under this Agreement until services are completed and provided replacement certificates, policies, and/or endorsements for any such insurance expiring prior to completion of Services. Utility shall obtain such insurance written on an Occurrence form from such companies having Bests 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:

- (a) Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
- (b) 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.
- (c) 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.
- (d) Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

County shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of Utility shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

If required coverage is written on a claims-made basis, Utility warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two years beginning from the time that work under the Agreement is completed.

**Neither the execution of this Agreement** nor any other conduct of either Party relating to this Agreement shall be considered a waiver or surrender by County of its governmental powers or immunity under the Texas Constitution or the laws of the state of Texas.

**This Agreement shall be construed** in accordance with the laws of the State of Texas and exclusive venue of any claim or legal action arising out of or relating to the subject matter of this Agreement shall lie in a court of competent jurisdiction of Fort Bend County, Texas.

**The contents of this Section are required by Texas law** and are included by County regardless of content For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Utility hereby verifies that Utility and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

- (a) 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.
- (b) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Utility 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.

- (c) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Utility 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.
- (d) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Utility does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.

**BY ACCEPTANCE OF THIS AGREEMENT, UTILITY 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.**

The **Utility** and the **County**, by execution of this Agreement, do not waive or relinquish any right that they may have under the law.

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

**IN WITNESS WHEREOF**, the parties hereto have affixed their signatures.

[Signature Page Follows]

**UTILITY**

**ATMOST ENERGY CORPORATION**

By:   
Authorized Signature  
Name: ROBERT R. COOK  
Title: VP operations  
Date: 1/27/2025

**EXECUTION RECOMMENDED:**

**THE STATE OF TEXAS**

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: \_\_\_\_\_  
Director of TP&D

District: \_\_\_\_\_

Date: \_\_\_\_\_

**COUNTY**

**FORT BEND COUNTY, TEXAS**

By: \_\_\_\_\_  
KP George, County Judge

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Laura Richard, County Clerk

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.



**NOTES:**

-North Orientation is based on rotating the southeast line of the residue of a Called 46,846.8 Acre Tract in the Official Public Records of Fort Bend County, Texas [O.P.R.F.B.C.] under Clerk's File No. 2022029161 to GRID North NAD83 Texas State Plane South Central Zone.

-This survey was done without the benefit of a title commitment

-Baseline did not engage in any easement research.

-All Bearings and Distances are Call and Actual unless otherwise shown

-All existing easements, improvements, and/or utilities may not be shown on this plat.

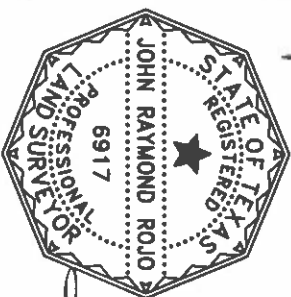
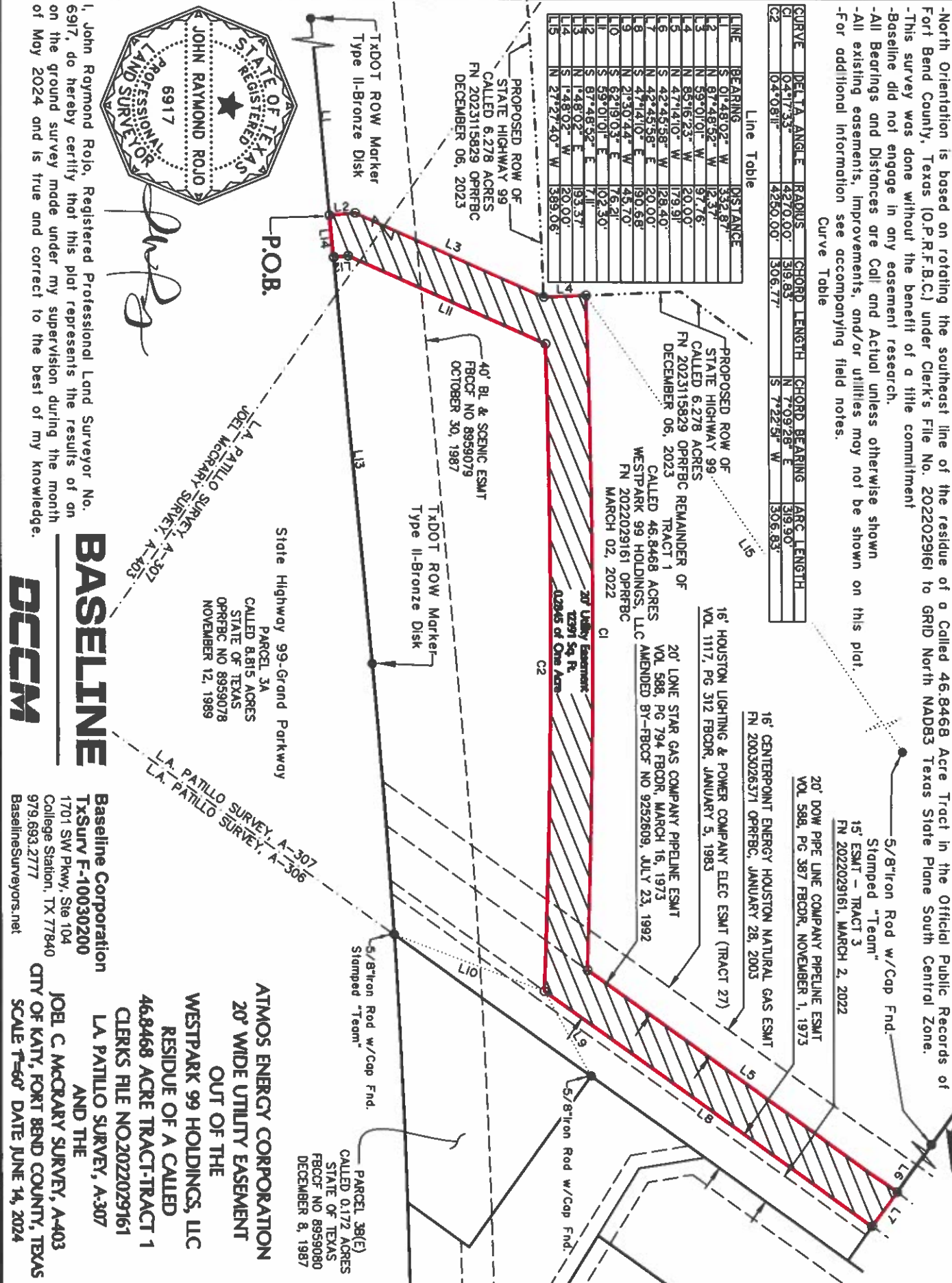
-For additional information see accompanying field notes.

Curve Table

CURVE	DELTA ANGLE	RADIUS	CHORD BEARING	ARC LENGTH
C1	0°47'33"	420.00'	N 39°53' E	39.90'
C2	0°47'33"	420.00'	S 72°23' W	39.90'

Line Table

LINE	BEARING	DISTANCE
1	S 01°48'02" W	332.87'
2	N 87°46'52" W	12.37'
3	N 89°01'01" W	97.76'
4	N 85°16'23" W	20.00'
5	N 47°14'10" W	179.91'
6	S 42°45'38" W	128.40'
7	S 42°45'38" E	20.00'
8	S 47°14'10" E	130.58'
9	N 21°30'44" W	45.70'
10	S 62°19'03" E	76.21'
11	S 59°01'01" E	102.30'
12	S 87°46'52" E	71.11'
13	N 1°48'02" E	193.37'
14	N 1°48'02" W	20.00'
15	N 21°27'40" W	389.06'



*John Raymond Rojo*

I, John Raymond Rojo, Registered Professional Land Surveyor No. 6917, do hereby certify that this plat represents the results of an on the ground survey made under my supervision during the month of May 2024 and is true and correct to the best of my knowledge.

**BASELINE**

**DCCM**

Baseline Corporation  
TxSurv F-10030200  
1701 SW Pkwy, Ste 104  
College Station, TX 77840  
979.693.2777  
BaselineSurveyors.net

ATMOS ENERGY CORPORATION  
20' WIDE UTILITY EASEMENT  
OUT OF THE  
RESIDUE OF A CALLED  
46,846.8 ACRE TRACT-TRACT 1  
CLERKS FILE NO.2022029161  
LA PATILLO SURVEY, A-307  
AND THE  
JOEL C. MCCRARY SURVEY, A-403  
CITY OF KATY, FORT BEND COUNTY, TEXAS  
SCALE T=60' DATE JUNE 14, 2024

State Highway 99-Grand Parkway  
PARCEL 3A  
CALLED 8,815 ACRES  
STATE OF TEXAS  
OPRFBC NO 8959078  
NOVEMBER 12, 1989

LA PATILLO SURVEY, A-307  
LA PATILLO SURVEY, A-306

PARCEL 3B(E)  
CALLED 0.172 ACRES  
STATE OF TEXAS  
FBCCF NO 8959080  
DECEMBER 8, 1987