

**FORT BEND COUNTY    FY 2010**  
**COMMISSIONERS COURT AGENDA REQUEST FORM**  
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 12/29/2009

Submitted By: P. Batts

Department: Engineering

Phone Number: 281 633 7507

Court Agenda Date: 01/05/2010

24A  
AGENDA ITEM

**SUMMARY OF ITEM:** Take all appropriate action on Standard Utility Agreement between Fort Bend County, the State of Texas, and Atmos Energy Company regarding Highway Fm1464 (from Shiloh Lake Drive to SH99 ) County expenditure not to exceed \$749,872.53, Precinct 4. (Fund: Right of Way)

**RENEWAL AGREEMENT/APPOINTMENT**

YES

☐

NO

☐

**REVIEWED BY COUNTY ATTORNEY'S OFFICE:**

YES

☐

NO

☐

**List Supporting Documents Attached:**

**Instructions to submit Agenda Request Form:**

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

**DISTRIBUTION:**

Original Form Submitted with back up to County Judge's Office ☐ (✓ when completed)

If by E-Mail to [ospindon@co.fort-bend.tx.us](mailto:ospindon@co.fort-bend.tx.us)

If by Fax to (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

<input type="checkbox"/> Auditor	(281-341-3774)	<input type="checkbox"/> Comm. Pct. 1	(281-342-0587)
<input type="checkbox"/> Budget Officer	(281-344-3954)	<input type="checkbox"/> Comm. Pct. 2	(281-403-8009)
<input type="checkbox"/> Facilities/Planning	(281-633-7022)	<input type="checkbox"/> Comm. Pct. 3	(281-242-9060)
<input type="checkbox"/> Purchasing Agent	(281-341-8642)	<input type="checkbox"/> Comm. Pct. 4	(281-980-9077)
<input type="checkbox"/> Information Technology	(281-341-4526)	<input type="checkbox"/> County Clerk	(281-341-8697)
<input type="checkbox"/> Other:		<input type="checkbox"/> County Atty	(281-341-4557)

**RECOMMENDATION / ACTION REQUESTED:**

**Special Handling Requested (specify):**

1-710      3 origs. ret. to Pantette at Engineering



# Property Acquisition Services, Inc.

19855 Southwest Freeway, Suite 200, Sugar Land, Texas 77479

## LETTER OF TRANSMITTAL

To: Fort Bend County Engineering  
1124 Blume Road  
Rosenberg, Texas 77471

Date: December 17, 2009  
RE: Utility Agreement  
FM 1464: From Shiloh Lake Dr.  
to SH 99

Attention: Paulette Batts, Executive Assistant

WE ARE SENDING YOU: ☒ ATTACHED ☐ UNDER SEPARATE COVER

THE FOLLOWING ITEMS: ☒ UTILITY AGREEMENT ☐ UTILITY REIMBURSEMENT ☐ SPECIFICATIONS ☐ OTHER: \_\_\_\_\_

VIA: ☐ OVERNIGHT EXPRESS ☒ OUR MESSENGER ☐ OTHER: \_\_\_\_\_

COPIES		SHEET NO. / DESCRIPTION
QTY.	TYPE	
3	Original(s)	Atmos Energy Corporation - Utility Agreement; TxDOT U#-not yet assigned

### THESE ARE TRANSMITTED AS CHECKED BELOW:

☒ FOR APPROVAL ☐ REVIEWED AS SUBMITTED ☐ FOR REVIEW AND COMMENT  
☐ FOR YOUR USE ☐ REVIEWED AS NOTED ☐ ISSUED FOR CONSTRUCTION  
☐ AS REQUESTED ☐ REVISE AND RESUBMIT ☐ OTHER:

### REMARKS:

Attached for your review and further handling are the following forms and supporting documents as submitted by Atmos Energy Company (Atmos) based on the Actual Cost Basis. The total estimated cost is set at \$749,872.53. The widening of FM 1464 will require ?????? Atmos to lower approximately 240 LF of 18" pipeline crossing the proposed ROW limits of FM 1464. Atmos' normal policy when required to lower any of their pipelines is to lower the line while adjusting the line so that it crosses at 90-degrees to the ROW which will require Atmos to install approximately 720-LF of 18" pipe. This policy is accepted by TxDOT and enforced by various TxDOT District offices in Texas. In this case, Atmos will only be eligible for the amount of existing pipe that will be affected within the proposed ROW taking which has been calculated to be 121-ft out of a total 240-ft. This adjustment's eligibility has been set at 50.4% eligible for all reasonable and eligible costs.

We recommend approval as submitted.

IF ENCLOSURES ARE NOT AS NOTED, KINDLY NOTIFY US AT ONCE. TELEPHONE: 281-343-7171.

  
Chris Mayfield  
Utility Coordinator



## STANDARD UTILITY AGREEMENT ACTUAL COST – LOCAL GOVERNMENT

U-Number:

District: Houston  
Federal Project No.: n/a  
ROW CSJ: 1415-02-041  
Highway Project Letting Date: Feb 2010

County: Fort Bend  
Highway: FM 1464  
From: Shiloh Lake Dr.  
To: SH 99

This Agreement by and between the State of Texas, acting by and through the Texas Transportation Commission, ("**State**"), and Fort Bend County, Texas, acting by and through its duly authorized official, ("**Local Government**"), and Atmos Energy Corporation, acting by and through its duly authorized representative, ("**Owner**"), shall be effective on the date of approval and execution by and on behalf of the **State**.

**WHEREAS**, the **State** has determined that it is necessary to make certain highway improvements in the state highway system, which said changes are generally described as follows: WIDEN 2 LANES UNDIVIDED TO 4 LANES DIVIDED ON EXISTING LOCATION; BASE REPAIR, OVERLAY AND REALIGNMENT AND DETENTION PONDS

**WHEREAS**, these proposed highway improvements will necessitate the adjustment, removal, and/or relocation of certain facilities of **Owner** as indicated in the following statement of work: Atmos Energy Corporation will install approximately 730 feet of 18-Inch steel pipe crossing at approximate hwy sta 462+15 and abandon approximately 540 feet of existing 18-inch steel pipe to accommodate improvement on FM 1464 in Fort Bend County, Texas... and such work is shown in more detail in **Owner's** plans, specifications and costs (estimated at \$749,872.53), which are attached hereto and made a part hereof, and which are prepared in form and manner required by 23 CFR 645, Subpart A, and amendments thereto; and

**WHEREAS**, the **State** and the **Local Government** have previous to this date entered into an agreement, said agreement being attached as Exhibit "B" and incorporated for all purposes herein, to accept responsibility for the adjustment, removal, or relocation of certain utility facilities required by highway improvements on the hereinabove designated project.

**WHEREAS**, the **Owner**, has provided sufficient legal authority to the **Local Government** to establish an interest in properties affected by the abovementioned highway improvements. Said facilities are located upon such properties as indicated in the statement of work as described in Exhibit "A".

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

The **State** will administer federal funds in payment of the costs incurred in the adjustment or relocation of **Owner's** facilities to the extent authorized under Title 23, Code of Federal Regulations, Part 645, Subpart A. The State's participation will not exceed Ninety percent (90%) of the total cost of authorized expenses after receipt of a final billing prepared in accordance with the abovementioned federal regulations. The **Local Government's** participation shall consist of the remaining Ten percent (10%) of the cost of the adjustment or relocation.

The **Owner** has determined that the method to be used in developing the adjustment or relocation costs shall be as specified for the method checked and described hereinafter:

- ☒ (1) Actual direct and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.

- ☐ (2) Actual direct and related indirect costs accumulated in accordance with an established accounting procedure developed by the **Owner** and approved by the **Local Government** and **State**.

Subject to the participation percentage as set out above, the **Local Government** will, upon satisfactory completion of the adjustment or relocation, and upon receipt of a final billing prepared in the form and manner prescribed by Federal regulations, make payment in the amount of ninety percent (90%) of the eligible costs as shown in the final billing. The **Local Government** will reimburse the remaining ten percent (10%) after its audit of the final billing. Unless a variance is discovered, the total payments will equal the amount found eligible for reimbursement by the final audit.

When requested, the **Local Government** will make intermediate payments at not less than monthly intervals to **Owner** when properly billed. Such payments will not exceed eighty percent (80%) of the eligible cost as shown in each such billing. Intermediate payments shall not be considered final payment for any listed items. Bills for work completed herein shall be submitted to the **Local Government** not later than ninety (90) days after completion of the work. The **State** will reimburse the **Local Government** in an amount equal to the payment by the **Local Government** to the **Owner** upon receipt of **Owner's** billing statement, and certification by the **Local Government** that payment in the requested amount has been made to the **Owner**. Upon receipt of the final billing and conclusion of the audit, the **Local Government** agrees to pay **Owner** any eligible outstanding retainage, and promptly request final reimbursement from the **State**.

In the event there is a substantial change for the statement of work contained in Exhibit "A", reimbursement is limited to the amount approved pursuant to this agreement and its attached exhibits unless written approval is obtained from the **Local Government** and the **State**. All changes shall be documented on the **Owner's** "as-built" plans supplied to the **State**. In no event can the **Local Government** bind the **State** for additional costs incurred due to the adjustment or relocation.

Upon execution of this agreement by all parties, the **Local Government** will, by written notice, authorize the **Owner** to proceed with the necessary adjustment or relocation, and the **Owner** agrees to prosecute such work diligently in accordance with the **Owner's** plans. Such plans are attached as Exhibit "C". **Owner** agrees to proceed in such a manner that will not result in avoidable delay or interference with the **State's** highway construction. Should **Owner** by its actions cause interference or delay resulting in the imposition of damages upon the **State** by a third party, **Owner** agrees to be responsible for said damages. Such authorization to proceed shall constitute notice on the part of the **State** that the relocation has been included in an approved program as an item of right of way acquisition, that a project agreement which includes the work has or will be executed, and that the utility relocation or adjustment will be required by the final approved project agreement and plans.

The **Owner** will retain records of such costs in accordance with the provisions of 23 CFR Part 645, Subpart A.

The **Owner**, by execution of this agreement, does not waive any rights to which **Owner** may legally have within the limits of the law.

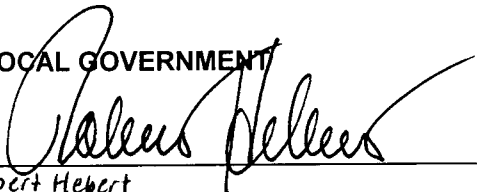
This agreement is subject to cancellation by either the **State** or the **Local Government** at any time up to the date that work under this agreement has been authorized. Such cancellation will not create any liability on either the part of the **State** or the **Local Government**.

The State Auditor may conduct an audit or investigation of any entity receiving funds from the **State** directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds.

It is also expressly understood that the **Owner** conducts the adjustment, removal, or relocation at its own risk, and that the **Owner** agrees to indemnify and hold the **State** harmless for damage to existing facilities caused by the **Owner's** conduct.

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

**THE LOCAL GOVERNMENT**

By:   
Robert Hebert  
Title: Fort Bend County Judge

Date: 1-5-2010

**OWNER**

Owner: Atmos Energy Corporation

By: 

Title: Patti Richards  
Vice President, Technical Services  
Mid Tex Division  
Date:

**EXECUTION RECOMMENDED:**

\_\_\_\_\_, Houston District \*

**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: \_\_\_\_\_

\*\*

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

\* For locally-executed agreements, ROW Administrator recommends execution; otherwise District Engineer (or designee) .

\*\* For locally-executed agreements, District Engineer (or designee) approves and executes; otherwise ROW Division Director.

BU  
1/11

**U**

**Atmos Energy Corporation**

**FM 1464: From Shiloh Lake Dr to SH 99**

**CSJ: 1415-02-040**

**ROW CSJ: 1415-02-041**

**Attachment A**

**Plans, Specifications, and Estimated Costs**

# GAS UTILITY LOCATION PLAN

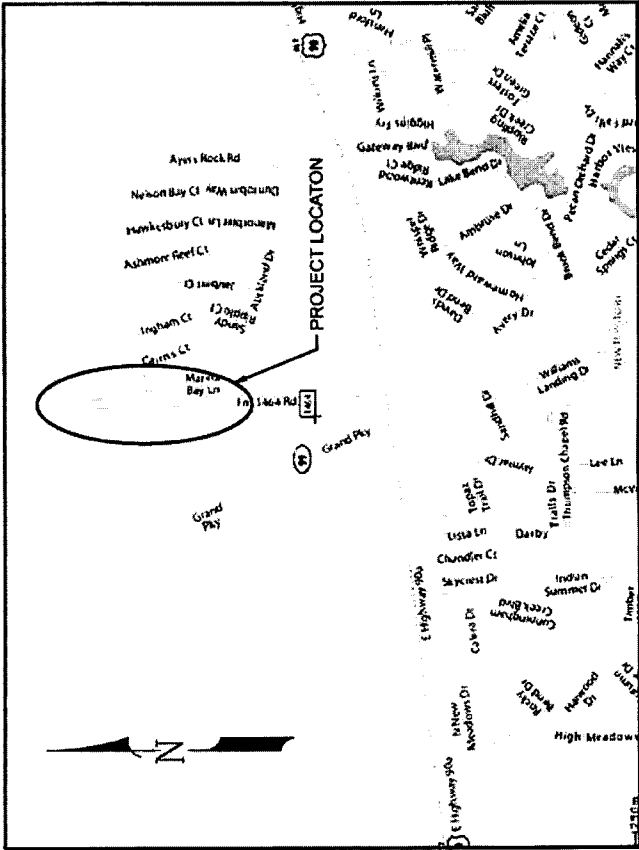
GAS PIPELINE RELOCATION  
PROPOSED 18" STEEL PIPELINE  
FM 1464, LINE V4  
FORT BEND COUNTY, TEXAS



OWNER: ATMOS ENERGY  
5420 LBJ FREEWAY  
DALLAS, TEXAS 75240

ISSUED FOR BID

THESE DOCUMENTS ARE RELEASED FOR THE PURPOSE OF CLIENT BID ONLY AND ARE NOT TO BE USED FOR CONSTRUCTION.  
JOHN R. ANDRUS, P.E.  
NO. 43068  
DATE: 10/26/09




JOHN R. ANDRUS  
TEXAS P. E. NO. 43068

DATE

I, JOHN R. ANDRUS, A PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE CIVIL AND MECHANICAL DESIGN OF THE PIPELINE AND RELATED ASSEMBLIES MEETS OR EXCEEDS THE REQUIREMENTS OF THE TEXAS PIPELINE ACT, CHAPTER 1301, AND THE REQUIREMENTS OF THE NATURAL AND OTHER GAS BY PIPELINE LATEST EDITION. THIS CERTIFICATION MAKES NO GUARANTEE THAT THIS DRAWING CONTAINS COMPLETE OR CONCLUSIVE INFORMATION. THE CONSULTANT'S RESPONSIBILITY IS LIMITED TO THE DESIGN OF THE PIPELINE SYSTEM PRIOR TO ANY EXCAVATION.

REV. NO.	DRAWING INDEX
A	UEI-815857-11326-1101 COVER SHEET / INDEX
A	UEI-815857-11326-1202 GENERAL NOTES / PIPE DATA
A	UEI-815857-11326-1303 PLAN AND PROFILE
A	UEI-815857-11326-1304 PLAN AND PROFILE

CONSULTANT:



UNIVERSAL  
UNIVERSAL ENG'G, INC.  
Houston, Texas  
www.uei-houston.com

GAS UTILITY RELOCATION  
PROPOSED 18" STEEL PIPELINE  
FM 1464 LINE V4  
COVER SHEET / INDEX



CONFIG.	815857	PROJ. MGR.	KIMBERLY MINN
DRAWN	AWD	CHECKED	ANB
SHEET	1 OF 4	DATE	05/12/09
		SCALE	AS NOTED
DRAWING NO.	UEI-815857-11326-1101	REV.	B

TEXAS

FORT BEND COUNTY

REFERENCE DRAWINGS		NO.	DATE	REVISION		BY	CHKD.	APPRD
UEI-815857-11326-1304 PLAN AND PROFILE								
UEI-815857-11326-1303 PLAN AND PROFILE								
UEI-815857-11326-1202 GENERAL NOTES / PIPE DATA		B	10/26/09	ISSUED FOR BID		AWD	JSW	G-JH
DRAWING NO.				ISSUED FOR CLIENT REVIEW		AWD	ANB	G-JH

STEEL NOTES:

1. CONSTRUCT IN ACCORDANCE WITH CFR TITLE 49, PART 192 AND COMPANY'S GENERAL SPECIFICATIONS AND PROCEDURES.

2. CROSSINGS AT PUBLIC ROADS AND HIGHWAYS WILL MEET REQUIREMENTS OF TxDOT UAP/UAR (IF APPLICABLE)

3. MINIMUM COVER REQUIREMENTS TO TOP OF PIPE: 4'

STEEL  
RIGHT-OF-WAY: 60" NORMAL SOIL --- 24" CONSOLIDATED ROCK  
HIGHWAY CROSSING: 60" PAVEMENT 48" BAR DITCHES  
RAIL ROAD CROSSING: 11' TRACKS: 2' BAR DITCHES.

RIVER/CREEK

CROSSING: --- CHANNEL: ---" BANK AREAS.

OTHER: --- LEASE ROADS: --- FABRICATED ASSEMBLIES.

• UNLESS OTHERWISE SPECIFIED ---

4. CATHODIC PROTECTION:  
☐ ANODES: INSTALL --- 17 LB. ANODES PER DWG. STD.  
☐ RECTIFIER TO BE INSTALLED AFTER PROJECT COMPLETION. PG DRY  
☐ EXISTING CATHODIC PROTECTION TO BE USED.  
☐ RECTIFIER TO BE INSTALLED AS PART OF CONSTRUCTION PROJECT.  
☐ POLY SYSTEM, CATHODIC PROTECTION NOT REQUIRED.

5. ALL DISTANCES SHOWN ARE HORIZONTAL SURFACE DISTANCES.

6. PROPOSED AND KNOWN EXISTING PIPELINES ALONG WITH ALL KNOWN UNDERGROUND OBSTRUCTIONS TO BE STAKED PRIOR TO CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PREVIOUSLY UNDISCOVERED UNDERGROUND OBSTRUCTIONS.

CONTRACTORS SHALL MAINTAIN A MINIMUM OF 18" OPEN CUT/ 48" BORE OR HORIZONTAL DIRECTIONAL DRILL (HDD) CLEARANCE BETWEEN PIPELINE AND ALL UNDERGROUND OBSTRUCTIONS. IF ALL UNDERGROUND UTILITIES CAN BE LOCATED BY POT HOLEING, THEN BORE OR HDD MAY BE WAIVED TO 18" MINIMUM CLEARANCE BY THE ON-SITE ATMOS ENERGY REPRESENTATIVE.

8. NO DISTURBANCE WITHIN 3 FEET HORIZONTALLY OF EXISTING OR FUTURE ATMOS ENERGY PIPELINES WITHOUT PRIOR APPROVAL BY ATMOS ENERGY. AN ATMOS ENERGY REPRESENTATIVE MUST BE PRESENT DURING ANY CONSTRUCTION ACTIVITIES AROUND OR OVER ATMOS ENERGY PIPELINES.

9. UNIVERSAL ENSCO, INC. MAKES NO WARRANTY (EXPRESS OR IMPLIED OR OTHERWISE) THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE OR COMPLETE AS TO ANY AND ALL SUBSURFACE CONDITIONS AND INFORMATION. ANY RELIANCE CONTRACTOR PLACES ON THE INFORMATION CONTAINED HEREIN AS TO SUCH CONDITIONS IS DONE SO AT ITS OWN RISK AND EXPENSE. IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT THE STATE "ONE CALL" SYSTEM PRIOR TO ANY EXCAVATION.

10. ATMOS ENERGY ELEVATIONS ARE ± 4' AT FOREIGN UTILITY CROSSINGS DEPENDING ON ACCURACY OF UTILITY ELEVATIONS.

11. THE CONTRACTOR SHALL CONTACT ATMOS ENERGY REPRESENTATIVE LOUIS MOYA (OFFICE: 281--371--4004) AT LEAST 72 HOURS (3 BUSINESS DAYS) BEFORE COMMENCING WORK THAT WOULD AFFECT ANY UNDERGROUND UTILITIES. THE CONTRACTOR SHALL NOTIFY THE CITY FOR LOCATION OF WATER AND SANITARY SERVICES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE LOCATION OF ALL UNDERGROUND UTILITIES.

12. THE CONTRACTOR SHALL CONTACT THE STATE ONE CALL SYSTEM AT 1--800--545--6005 AND DIG TESTS AT 1--800--344--6377 LEAST 48 HOURS (2 BUSINESS DAYS) BEFORE COMMENCING WORK THAT WOULD AFFECT ANY UNDERGROUND UTILITIES.

13. CONTRACTOR TO BUILD TO ELEVATIONS NOT DEPTH OF COVER.

14. CONTRACTOR TO GATHER AND DELIVER X-Y-Z AS-BUILT DIMENSIONS FOR ALL POINTS OF INFLECTION AND TIE-INS INCLUDING GPS DATA COLLECTIONS.

15. CONTRACTOR SHALL INSTALL ATMOS ENERGY SUPPLIED PIPELINE MARKERS (1--POST WITH BOLT ON SIGNS) APPROXIMATELY EVERY 400 FEET AS DIRECTED BY THE ON-SITE ATMOS ENERGY REPRESENTATIVE.

16. CONTRACTOR TO COORDINATE WITH THE ON-SITE ATMOS ENERGY REPRESENTATIVE FOR IMPLEMENTATION OF THE SHPPP (IF REQUIRED).

17. THESE DRAWINGS ARE FOR REFERENCE ONLY. GAS LINE LOCATIONS AND OTHER MEASUREMENTS SHOWN ON THESE MAPS ARE APPROXIMATE. ATMOS ENERGY DOES NOT GUARANTEE THE ACCURACY OF THESE MAPS NOR DOES ATMOS ENERGY ASSUME ANY RESPONSIBILITY OR LIABILITY FOR RELIANCE THEREON. ANY RELIANCE ON THIS INFORMATION IS DONE AT YOUR OWN RISK.

18. UNIVERSAL ENSCO, INC. ADDED THE PROPOSED ATMOS ENERGY PIPELINE TO THE EXISTING DRAWINGS PROVIDED BY FORT BEND COUNTY TxDOT OFFICE.

TxDOT NOTES:

1. WHILE WORKING WITHIN THE RIGHT-OF-WAY OF FM 1464 THE CONTRACTOR WILL BE REQUIRED TO COORDINATE HIS INSTALLATION ACTIVITIES THROUGH TxDOT'S CONSTRUCTION INSPECTOR IN CHARGE OF UTILITIES. [name listed on permit] ( [ph. no. listed on permit]; AT LEAST 48 HOURS PRIOR TO WORKING IN RIGHT-OF-WAY.

2. THE UTILITY COMPANY AND / OR ITS CONTRACTOR MUST LOCATE EXISTING UTILITY LINES PRIOR TO DOING ANY GROUND WORK LIKE BORING, DIGGING, TRENCHING OR DRILLING WITHIN THE RIGHT-OF-WAY TO INSURE THAT THE LOCATION IS NOT ALREADY OCCUPIED BY ANOTHER UTILITY AND THAT NO DAMAGE WILL BE DONE TO EXISTING UTILITIES. IF THERE ARE TRAFFIC SIGNALS OR STREET LIGHTING WITHIN 1000' OF UTILITY COMPANY'S APPROVED ASSIGNMENT THE CONTRACTOR WILL NEED TO NOTIFY THE TxDOT TRAFFIC SIGNAL DEPT. AT 817--370--8500 TO LOCATE UTILITY LINES OWNED AND MAINTAINED BY TxDOT.

3. UTILITY COMPANIES AND / OR THEIR CONTRACTORS CAN WORK WITHIN THE RIGHT-OF-WAY (ROW) DURING DAYLIGHT HOURS BETWEEN 6:00 AM AND 7:00 PM MONDAY THRU FRIDAY. NO CONSTRUCTION WORK WITHIN THE ROW OUTSIDE OF THOSE TIMES WILL BE ALLOWED WITHOUT WRITTEN PERMISSION.

4. TRAFFIC CONTROL MUST CONFORM TO TxDOT REQUIREMENTS AND RECOMMENDATIONS, AND SHOULD MEET OR EXCEED THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES".

5. LANE CLOSURES ARE NOT ALLOWED IN INCLEMENT WEATHER OR IF THE PAVEMENT IS WET OR ICY.

6. LANE CLOSURES WILL ONLY BE ALLOWED BETWEEN 9:00 AM AND 4:00 PM MONDAY THRU FRIDAY. A 48 HOUR NOTIFICATION PRIOR TO SET UP IS REQUIRED.

7. THE UTILITY COMPANY OR ITS CONTRACTOR WILL BE HELD RESPONSIBLE FOR KEEPING THE STATE ROADWAY FREE OF MUD, ROCKS, AND GENERAL DEBRIS.

8. NO CONSTRUCTION EQUIPMENT RELATIVE TO A UTILITY LINE INSTALLATION WILL BE ALLOWED ON THE ROADWAY OR SHOULDER, UNLESS SPECIFICALLY AUTHORIZED BY TxDOT. EXCAVATED MATERIALS SHALL BE KEPT OFF THE PAVEMENT AT ALL TIMES.

9. WORK CREWS AND EQUIPMENT SHALL BE CONFINED TO AREAS OUTSIDE OF THE ROADWAY SHOULDER AND OFF THE EDGE OF PAVEMENT. THIS INCLUDES FIELD CREW VEHICLES.

10. CONSTRUCTION EQUIPMENT LEFT OVERNIGHT IN THE RIGHT-OF-WAY MUST BE SECTIONED OFF WITH ORANGE PLASTIC MESH FENCING, AND BE PLACED AT LEAST 30' OFF THE EDGE OF PAVEMENT. EQUIPMENT LOCATED CLOSER THAN 30' MUST BE PROTECTED BY CONCRETE TRAFFIC BARRIERS (CTB).

11. ALL ASPHALT AND CONCRETE DRIVEWAYS LOCATED WITHIN THE STATE RIGHT-OF-WAY MUST BE BORED. AN EXCEPTION TO THIS RULE WILL BE ALLOWED, ONLY IF THE OWNER OF THE DRIVEWAY IS WILLING TO PROVIDE TxDOT A LETTER GRANTING THE CONTRACTOR PERMISSION TO OPEN CUT THEIR DRIVEWAY. THE LETTER MUST BE SIGNED AND REFLECT THE PROPERTY OWNER'S NAME, ADDRESS, AND PHONE NUMBER. TxDOT MAY CONTACT OWNER TO VERIFY THE LETTER'S ACCURACY.

12. BORE PITS LOCATED WITHIN 10' FROM THE EDGE OF PAVEMENT MUST BE REINFORCED WITH WOOD OR STEEL TO INSURE THAT THE EXISTING ROADWAY OR PIT WALLS DON'T COLLAPSE. REINFORCED WALL SHORING AND / OR TRENCH BOX PROTECTION IS REQUIRED FOR ALL HOLES, PITS, AND TRENCHES DEEPER THAN 5'. BORE PITS LOCATED CLOSER THAN 30' FROM THE EDGE OF PAVEMENT SHOULD BE PROTECTED BY CONCRETE TRAFFIC BARRIERS. OPEN PITS MUST BE SEALED OFF BY ORANGE PLASTIC MESH FENCING, CONES, AND DRUMS.

13. THE PERMIT HOLDER WILL BE REQUIRED TO RESTORE THE GROUND TO ITS ORIGINAL LINES, GRADES, AND CONTOURS BY TAMING DOWN BACKFILLED AREAS BY MEANS OF POUNDING OR COMPACTING IN 6" HORIZONTAL LAYERS TO A DENSITY EQUAL TO THAT OF THE SURROUNDING SOIL. SHAPING AND REVEGETATING ALL DISTURBED AREAS TO THE EXTENT PRACTICABLE. DAMAGED AREAS ON WHICH UTILITY CONSTRUCTION HAS CEASED TEMPORARILY OR PERMANENTLY SHALL BE REVEGETATED WITHIN 14 DAYS UNLESS CONSTRUCTION IS SCHEDULED TO RESUME WITHIN 21 DAYS.

STEEL PIPE TABLE

PIPE SPECIFICATIONS				DESIGN DATA					TESTING REQUIREMENTS				COATING SPEC.	FIELD JOINT COATING	PIPE LENGTH FEET	
MARK	O.D. INCHES	WALL THKNS. INCHES	PIPE GRADE	CLASS. LOC.	DESIGN FACTOR	P.S.I.G. 100% S.M.Y.S.	EXISTING MAOP PSIG	DESIGN PRESS. P.S.I.G.	PIPE SEAM	INTERNAL HOOP STRS. % S.M.Y.S.	MIN. TEST PRESS. P.S.I.G.	MAX. TEST DUR. HOURS				X-RAY %
A	18.00	0.500	X-60	1	0.6	3333	1200	1200	SMLS	36%	2250	2500	8	100	POWERCRETE J (30-40 MILS)	370
B	18.00	0.375	X-60	1	0.72	2500	1200	1200	SMLS	48%	2250	2500	8	100	POWERCRETE J (30-40 MILS)	360
C	18.00	0.375	X-60	1	0.6	2500	1200	1200	SMLS	N/A	N/A	N/A	N/A		N/A	
WELDING SPECIFICATION: ATMOS ENERGY STANDARD														ATMOS WPS - S62GA		

PRINCIPAL DESIGN EQUATION (BARLOW'S) FOR 18" STEEL PIPE

$P = [(2) (60,000 \text{ LB}/\text{IN}^2) (0.375 \text{ IN})/18 \text{ IN}] \times 0.72 \times 1 \times 1 \times 1$

$P = 1800 \text{ LB}/\text{IN}^2$  ALLOWABLE WITH CLASS 1 LOCATION (PSIG)

MAOP = 48% SMYS

$P = [(2) (60,000 \text{ LB}/\text{IN}^2) (0.375 \text{ IN})/18 \text{ IN}] \times 0.60 \times 1 \times 1 \times 1$

$P = 1500 \text{ LB}/\text{IN}^2$  ALLOWABLE WITH CLASS 1 LOCATION (PSIG)

MAOP = 48% SMYS

PRINCIPAL DESIGN EQUATION (BARLOW'S)

$P = (2 \text{ St}/D) \times F \times E \times T$

P= DESIGN PRESSURE, PSIG (LB/IN<sup>2</sup>)

S= YIELD STRENGTH (PSI)

D= OUTSIDE DIAMETER (IN.)

t= WALL THICKNESS (IN.)

F= DESIGN FACTOR = 0.50

E= LONGITUDINAL JOINT FACTOR = 1.0 (ELONGATION FACTOR)

T= TEMPERATURE FACTOR = 1.0


ISSUED FOR BID

THESE DOCUMENTS ARE RELEASED FOR THE PURPOSE OF OBTAINED ONLY AND ARE NOT TO BE USED FOR CONSTRUCTION.  
NOTED: 10/26/09  
NO. 43668  
DATE 10/26/09

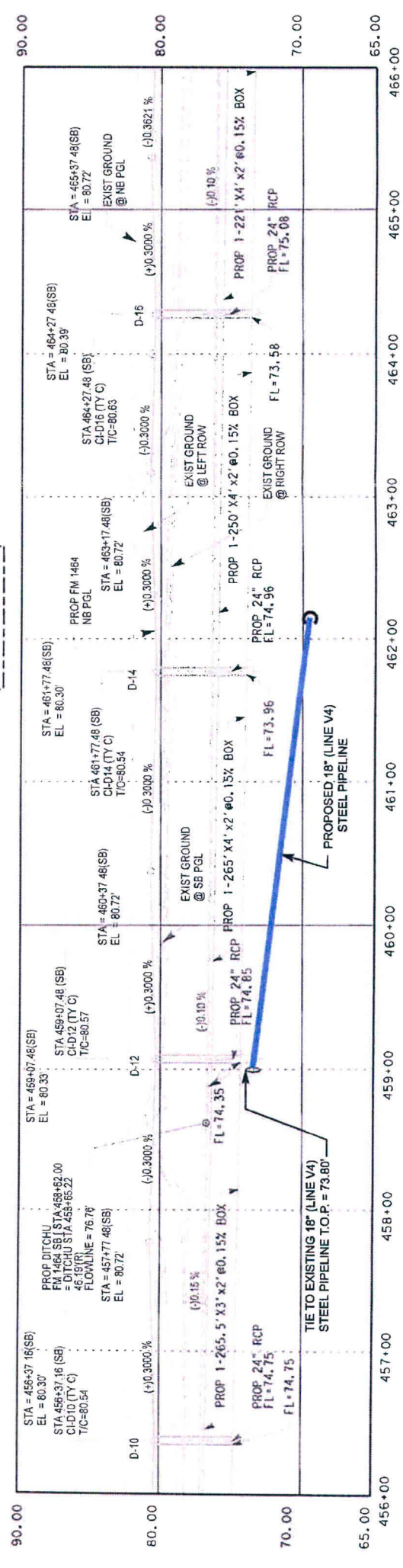
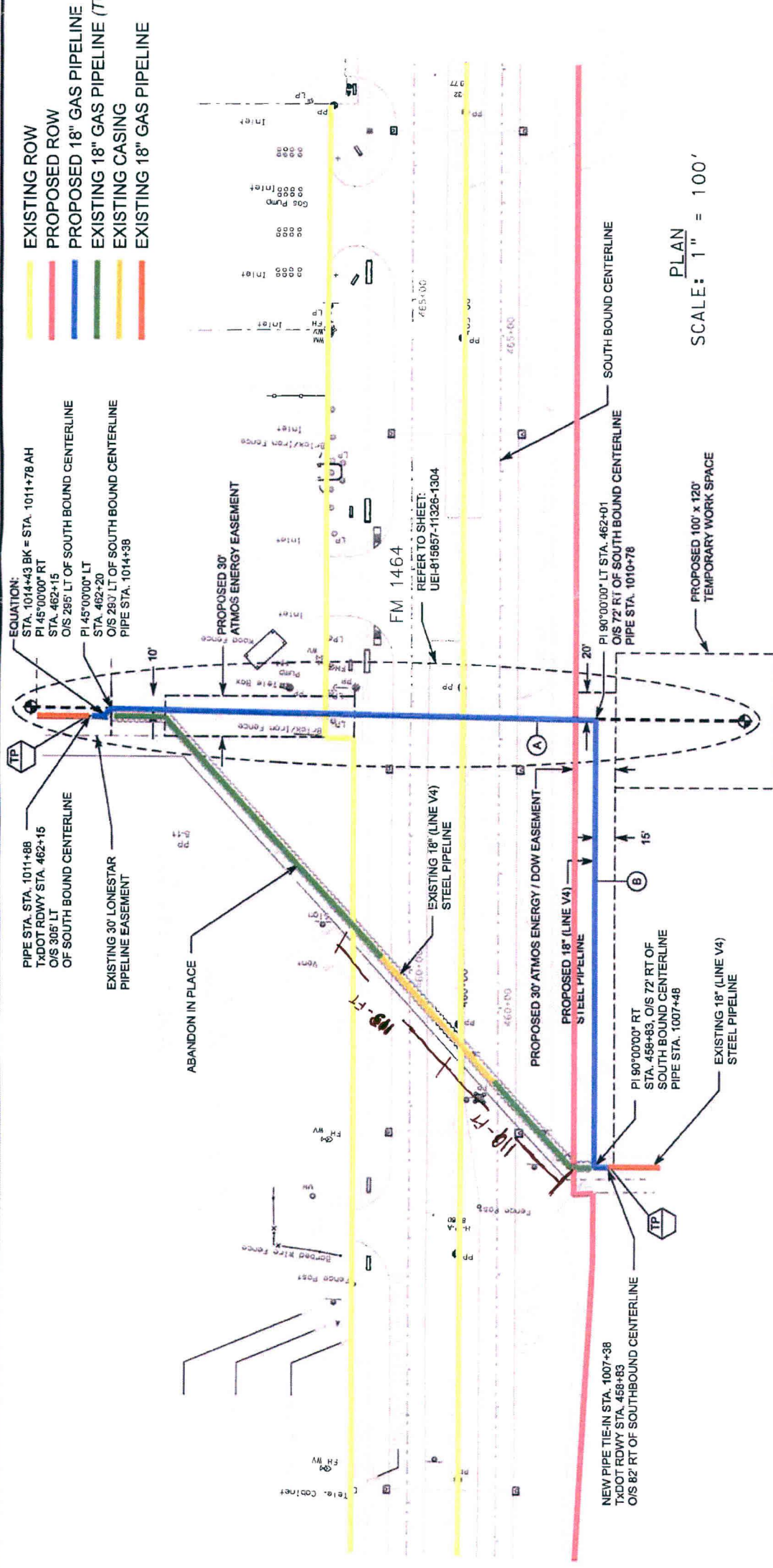
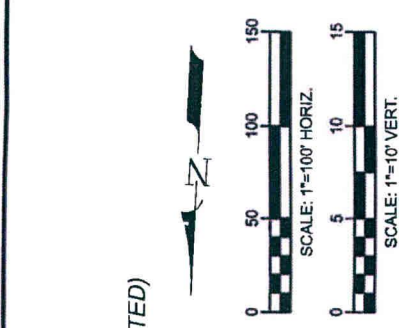
LARRY R. ANDRUS, A PROFESSIONAL ENGINEER IN THE STATE OF TEXAS,  
HEREBY CERTIFY THAT THE CIVIL AND MECHANICAL DESIGN OF THE PIPELINE  
AND RELATED ASSEMBLIES WELLS OF EXCEEDS THE REQUIREMENTS FOR THE  
DESIGN AND CONSTRUCTION OF THE PIPELINE AND RELATED ASSEMBLIES FOR THE  
NATURAL AND OTHER GAS BY PIPELINE LATEST EDITION THIS CERTIFICATION  
MAKES NO GUARANTEE THAT THE DRAWING CONTAINS COMPLETE OF COMPLETE  
CONSTRUCTION OF THE PROJECT. ANY CHANGES OR MODIFICATIONS TO THE  
PIPELINE SYSTEM MUST BE IN CONTACT WITH THE STATE

JOHN P. ANDRUS  
TEXAS REG. NO. 50298

DATE

CONSULTANT:		GAS UTILITY RELOCATION PROPOSED 18" STEEL PIPELINE FM 1464 LINE V4 GENERAL NOTES / PIPE DATA		ATMOS energy	
				PROJ. MGR. KIMBERLY WNN	
				CHECKED ANB APPROVED GJH	
				SHEET 2 OF 4 DATE 05/12/09 SCALE AS NOTED	
				DRAWING NO. UET-815857-11326-1202 TEXAS	
				REV. B	

CONFIG. 815857		KIMBERLY WNN	
DRAWN AWD		APPROVED GJH	
SHEET 2 OF 4		DATE 05/12/09 SCALE AS NOTED	
DRAWING NO. UET-815857-11326-1202		REV. B	



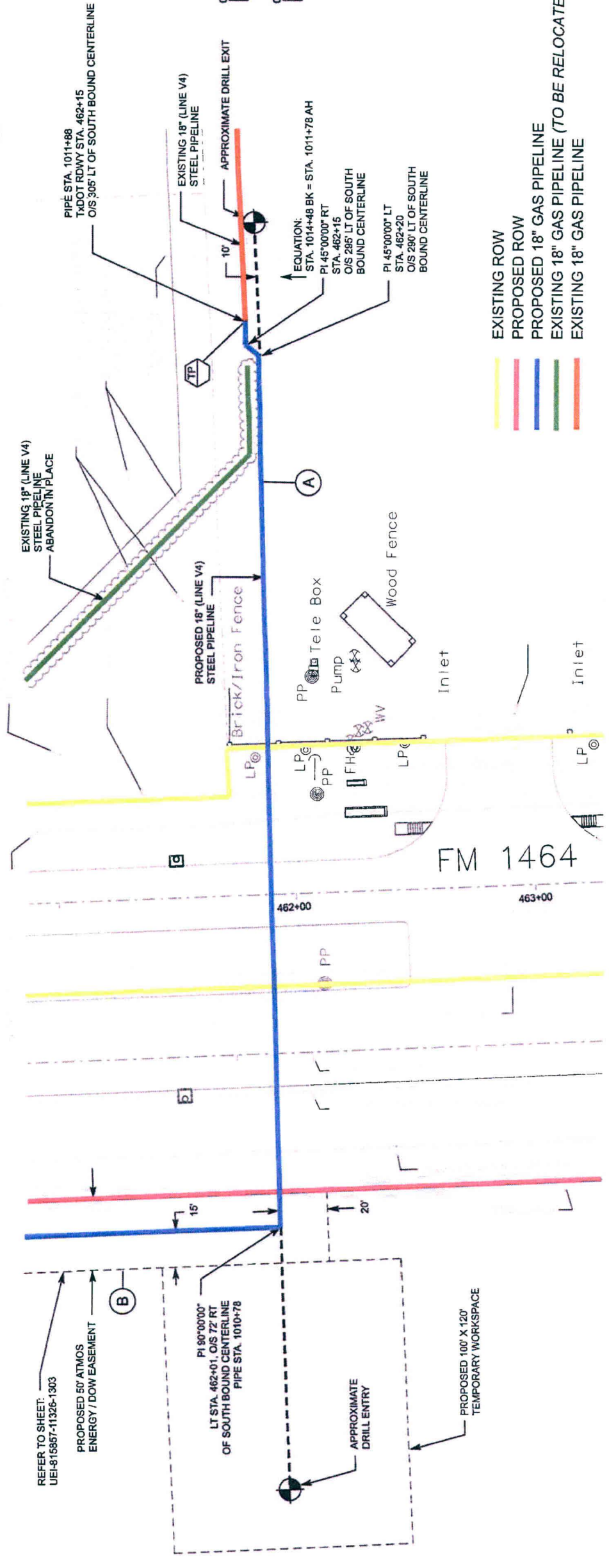
**ISSUED FOR BID**

THESE DOCUMENTS ARE RELEASED FOR THE PURPOSE OF CLIENT BID ONLY AND ARE  
NOT TO BE USED FOR CONSTRUCTION  
JOHN R. ANDRUS, PE  
NO. 43065  
DATE: 10/25/09

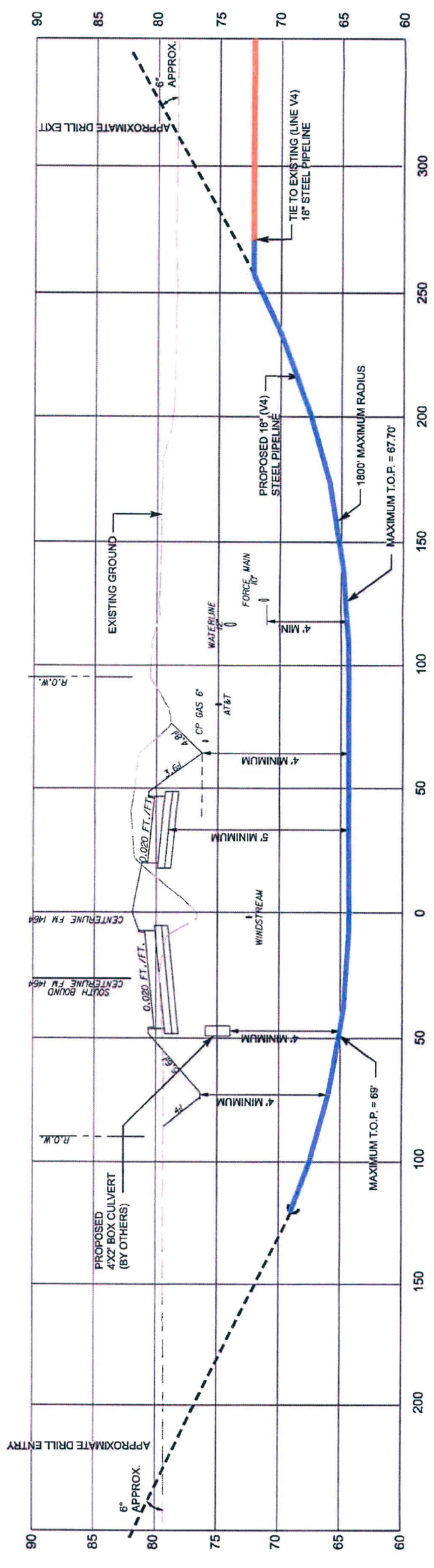
I, JOHN R. ANDRUS, A PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE CIVIL AND MECHANICAL DESIGN OF THE PIPELINE SHOWN ON THIS DRAWING COMPLIES WITH THE REQUIREMENTS OF THE CODE OF FEDERAL REGULATIONS, TITLE 49, PART 192, WHICH GOVERNS THE DESIGN AND CONSTRUCTION OF PIPELINES FOR THE TRANSPORTATION OF NATURAL GAS AND OTHER GASES BY PIPELINE. LATEST EDITION. THIS CERTIFICATION MAKES NO GUARANTEE THAT THIS DRAWING CONTAINS COMPLETE OR CONCLUSIVE INFORMATION. THE CONSTRUCTION CONTRACTOR MUST CONTACT THE STATE "ONE CALL" SYSTEM PRIOR TO ANY EXCAVATION.

JOHN R. ANDRUS  
TEXAS P.E. NO. 43068

[illegible]



PLAN  
SCALE: 1" = 50'



ISSUED FOR BID

THESE DOCUMENTS ARE RELEASED FOR THE PURPOSE OF CLIENT BID ONLY AND ARE NOT TO BE USED FOR CONSTRUCTION.  
JOHN R. ANDRUS, P.E.  
DATE: 10/26/09

I, JOHN R. ANDRUS, A PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE CIVIL AND MECHANICAL DESIGN OF THE PROPOSED 18\"/>

JOHN R. ANDRUS  
TEXAS P.E. NO. 43068  
DATE

ATMOS energy		PROJ. MGR. KIMBERLY WINN	
CONFIG. 815857		CHECKED ANB	APPROVED GJH
DRAWN AWD		DATE 05/12/09	SCALE AS NOTED
SHEET 4 OF 4		DATE 05/12/09	SCALE AS NOTED
DRAWING NO. UEI-815857-11326-1304		REV. B	

GAS UTILITY RELOCATION PROPOSED 18" STEEL PIPELINE FM 1464 LINE V4 PLAN AND PROFILE		TEXAS	
CONSULTANT: UNIVERSAL ENSCO, INC. Houston, Texas www.uei-houston.com		FORT BEND COUNTY	
UEI-815857-11326-1303	PLAN AND PROFILE	NO.	DATE
UEI-815857-11326-1202	GENERAL NOTES / PIPE DATA	BY	CHKD. APPVD
UEI-815857-11326-1101	COVER SHEET / INDEX	AWD	JSW
DRAWING NO.	DESCRIPTION	AWD	GJH
REFERENCE DRAWINGS		REVISION	

**PRELIMINARY PROJECT COST ESTIMATE**  
**FM 1464- 18" Steel Relocation - Line V4**  
**Richmond, TX (Ft Bend County)**  
**Completed by: J. Watts (UEI)**  
**November 17, 2009**

**Complete Project**  
**Ballpark Estimate Basis**  
**Prior to Construction Bids**

**MATERIAL**

<u>Qty</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Cost</u>	
360	Foot	PIPE ERW 18 X .375W CS FBE (14-16 MILS) BEV DRL X60	\$ 100.00 /lf	\$36,000.00
370	Foot	PIPE ERW 18 X .5W CS FBE (14-16 MILS) BEV DRL X60 ARO (30-40 MILS)	\$ 118.00 /lf	\$43,660.00
48	Each	POWERCREETE 2LB J EPOXY W/O APPLICATOR KIT	\$ 36.59	\$1,756.32
2	Each	ELL WLD 18 X .375W STD 90 DEG LR CS Y60	\$ 1,500.00	\$3,000.00
2	Each	ELL WLD 18 X .375W STD 45 DEG LR CS Y60	\$ 1,300.00	\$2,600.00
		Miscellaneous (Cathodic Protection, P/L Markers, etc)	5%	\$4,350.82
		Stores Loading	1%	\$913.67
		Shipping/Transportation	17%	\$15,532.41
		State Sales Tax	7.50%	\$6,852.54
		<b>TOTAL MATERIAL COSTS</b>		<b>\$114,665.76</b>

**COMPANY LABOR**

40 hours	Operations	\$ 85.00 /hour	\$3,400.00
80 hours	Engineering/Construction Management	\$ 85.00 /hour	\$6,800.00
60 hours	Right-of-Way	\$ 85.00 /hour	\$5,100.00
5 hours	Environmental - Review and Mgt.	\$ 85.00 /hour	\$425.00
	<b>TOTAL COMPANY LABOR COSTS</b>		<b>\$15,725.00</b>

**RIGHT-OF-WAY**

13,500 sq ft	30' wide easement	\$ 5.00 /sf	\$67,500.00
	<b>TOTAL R-O-W COSTS (payments to landowners)</b>		<b>\$67,500.00</b>

**CONSTRUCTION**

740 ft	Open Trench Installation and Directional Drill	\$ 292.00 /ft	\$215,080.00
	<b>TOTAL CONSTRUCTION COSTS (per scope of work)</b>		<b>\$216,080.00</b>

**CONTRACT EXPENSE**

300 hours	Engineering Upfront/ Desgin	\$ 100.00 /hour	\$30,000.00
170 hours	Project & Construction Management	\$ 100.00 /hour	\$17,000.00
18 day	Construction Inspection	\$ 900.00 /day	\$16,200.00
3 day	X-Ray	\$ 1,500.00 /day	\$4,500.00
2 day	Survey	\$ 2,000.00 /day	\$4,000.00
	<b>TOTAL CONTRACT EXPENSE COSTS</b>		<b>\$71,700.00</b>

**GAS LOSS**

6940.76 MCF	Gas Loss	\$ 4.608 /MCF	\$31,983.02
-------------	----------	---------------	-------------

**RHUTTS**

Rent, Heavy Equipment, Utilities, Telecom, Transportation	17.00%	\$51,595.85
(17% of Contract Labor, Construction and Atmos Labor)		
<b>TOTAL DIRECT COSTS</b>		<b>\$569,249.63</b>

**Indirect**

General overhead (applied to direct costs)	31.73%	\$180,622.91
<b>TOTAL INDIRECT COSTS</b>		<b>\$180,622.91</b>

<b>TOTAL ESTIMATED PROJECT COSTS</b>	<b>\$749,872.53</b>
--------------------------------------	---------------------

**Assumptions/Comments**

- 1) MATERIALS - Source of costs is based on McJunkin Price List, June 2009.
- 2) ENVIRONMENTAL - Environmental assumed not to be needed due to less than 1 acre of disturbance.
- 3) ROW - 30' easement will be purchased along the western boundary for relocated Atmos pipeline.
- 4) CONSTRUCTION - One contractor from inception to completion.
- 5) CONSTRUCTION - Costs based on information provided by Atmos Construction Management.
- 6) GAS LOSS - Costs based on www.nymex.com on 11/16/09

Barlow Equation		$t = (p \cdot od) / (2 \cdot y \cdot df)$
-----------------	--	---

Pipe Data						
Pipe OD. >>	18.000 In.	inputs				
Pipe Grade >>	60000 Psi					
Design Factor >>	0.50					
	ANSI 150	ANSI 300	ANSI 600	ANSI 900	ANSI 1500	PIPE
	285 Psi	720 Psi	1440 Psi	2160 Psi	2600 Psi	1200 Psi
Computed min. -> wall thick.	0.0855 In.	0.2160 In.	0.4320 In.	0.6480 In.	0.7800 In.	0.3600 In.

			$s = pd / 2t$
OD >>	18.000 In.	internal hoop stress calc.	
Int. Press >>	1200 Psi		
wall thickness >>	0.5000 In.		
Hoop Stress	21600 Psi		
% SMYS	36.00%	21600 Psi divide by 60000 Psi	

			$P = 2Sy t / d$
design factor >>	0.50	maximum pressure allowable	
yield str. >>	60000 Psi		
wall thickness >>	0.5000 In.		
OD >>	18.000		
	3,333.33	100 % design pressure	
Maximum press	1667 Psi	<- computed pressure	

			$Sy = PD / 2tDf$
design factor >>	0.50	required yield strength	
wall thickness >>	0.5000 In.		
OD >	18.000		
Internal Pressure >>	1200 Psi		
REQ'D yield	43200 Psi	<- computed minimum yield	

# Volumetric Gas Loss for Pipeline Blowdown

**Client :** Atmos Energy

**Date:** 11/16/2009

**Job # :** 11326

**Calculated by:** J. Watts

**Project :** Line V4 (18") - FM 1464

**Checked by:**

## Blowdown Gas Loss

**Pipe input data:**

**O.D. = 18.000 inches**

**W.T. = 0.375 inch**

**I.D.(d) = 17.250 inches**

**P = 850 psig**

**L = 57,182 feet**

**P<sub>b</sub> = 14.696 psia**

**T<sub>b</sub> = 520 degree R**

**T = 60 degree F**

**Z = 0.8117 Comp.Factor**

**Z<sub>b</sub> = 1.0 Comp.Factor**

### *Unit Conversion*

Feet	→	Miles
1,000		0.189

Miles	→	Feet
1.00		5,280

**Pipe Volume = 92,803.62 ft<sup>3</sup>**  
**Purge Volume = 2.30**      **Pipe segment volumes**

**Output:**

**V<sub>b</sub> = 6,727,310 ft<sup>3</sup> of gas lost**

6,727 Mcf

6.727 MMcf

**Plus** →

**Output:**

**V = 213,448 ft<sup>3</sup> of gas required for line purge**

213.448 Mcf

0.213 MMcf



6,940.758 Mcf

**1,000** MBtu per 1,000 cf

**\$4.61** Cost per MMBtu

**\$31,983.01 Total Cost of Lost Gas**

$$* V_b = \frac{(\pi)(d^2)(L)(P+P_b)(T_b)(Z_b)}{(4)(144)(P_b)(T+460)(Z)}$$

**Where :**    V<sub>b</sub> = Volume at P<sub>b</sub> and T<sub>b</sub> (SCF)

d = Internal Pipe Diameter (inches)

P<sub>b</sub> = Atmospheric Pressure (14.69595 psia)

L = Length (Feet)

T<sub>b</sub> = 520° R = base temperature

T = Temperature of gas prior to blowdown (°F)

P = Internal Pressure Prior to blowdown (psig)

Z = Gas Compressibility at conditions P and T (see Engineering Data Table sheet for chart)

Z<sub>b</sub> = 1 = Gas compressibility at base conditions

\* Per AEP Engineering Standard 5402, the above formula is used to calculate blowdown gas loss based on application of the Ideal Gas Law adjusted for gas compressibility.

U

**Atmos Energy Corporation**

**FM 1464: From Shiloh Lake Dr**

**CSJ: 1415-02-040**

**ROW CSJ: 1415-02-041**

**Attachment B**

**Utility's Accounting Method**

- ☒ **Actual Cost Method of Accounting**  
The utility accumulates cost under a work order accounting procedure prescribed by the Federal or State regulatory body; and  
The utility proposes to request reimbursement for actual direct and related indirect costs,
- ☐ **Lump Sum Method of Accounting**  
Utility proposed to request reimbursement based on an agreed lump sum amount supported by a detailed cost analysis.
- ☐ **Alternative Method of Accounting**  
The utility accumulates costs under an accounting procedure (Chart of Accounts) developed by the utility and approved by the State; and,  
The utility proposes to request reimbursement for actual direct and indirect costs; and  
The utility owner is a municipality.

U

**Atmos Energy Corporation**

**FM 1464: From Shiloh Lake Dr to SH 99**

**CSJ: 1415-02-040  
ROW CSJ: 1415-02-041**

**Attachment C**

**Utility's Schedule of Work and Estimated Date of Completion**

Construction is estimated to start within 4 weeks from the date of receipt of a fully executed agreement or Atmos will notify the utility coordinator if any unforeseen delays are anticipated. The actual construction is estimated to take 35 days to complete.  
(weather permitting)

**Atmos assumes:**

<b>Start Date for Adjustment:</b>	<b>February 16, 2010 (allowing 60 days for TxDOT Approval, 2 weeks for bids, 2 weeks for material delivery)</b>
<b>Duration of Adjustment:</b>	<b>35 days</b>
<b>End Date of Adjustment:</b>	<b>March 25, 2010</b>

**U**

**Atmos Energy Corporation**

**FM 1464: From Shiloh Lake Dr to SH 99**

**CSJ: 1415-02-040**

**ROW CSJ: 1415-02-041**

**Attachment D**

**Statement Covering Contract Work – ROW-U-48**



**STATEMENT COVERING UTILITY CONSTRUCTION CONTRACT WORK**  
(AS APPEARING IN ESTIMATE)

U-No.

District: Houston  
County: Fort Bend  
Federal Project No.: n/a

ROW CSJ No.: 1415-02-041  
Highway No.: FM 1464


I, Patti Richards, a duly authorized and qualified representative of Atmos Energy Corporation, hereinafter referred to as **Owner**, am fully cognizant of the facts and make the following statements in respect to work which will or may be done on a contract basis as appears in the estimate to which this statement is attached.

It is more economical and/or expedient for **Owner** to contract this adjustment, or **Owner** is not adequately staffed or equipped to perform the necessary work on this project with its own forces to the extent as indicate on the estimate.

Procedure to be Used in Contracting Work

- ☐ A. Solicitation for bids is to be accomplished through open advertising and contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed.
- ☒ B. Solicitation for bids is to be accomplished by circulating to a list of pre-qualified contractors or known qualified contractors and such contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. Such presently known contractors are listed below:
1. Capco Constructors, 3120 Preston Road Hwy 359 N, Henderson, Texas 75652
  2. Driver Pipeline Company, 2019 Ruder St., Dallas, Texas 75212
  3. Holloman Construction Company, 1001 W. Euless Blvd., Suite 240, Euless, Texas 76040
  4. Semtana Construction, P.O. Box 794, Temple, Texas 76033
  5. Quanta Utility Services, 3229 North Main, Cleburne, Texas 76033
  6. Watkins Constriction Co. Inc., P. O. Box 570, Corsicana, Texas 75171
- ☐ C. The work is to be performed under an existing continuing contract under which certain work is regularly performed for **Owner** and under which the lowest available costs are developed. (If only part of the contract work is to be done under an existing contract, give detailed information by attachment hereto.)
- ☐ D. The utility proposes to contract outside the foregoing requirements and therefore evidence in support of its proposal is attached to the estimate in order to obtain the concurrence of the State, and the Federal Highway Administration Division Engineer where applicable, prior to taking action thereon (approval of the agreement shall be considered as approval of such proposal).
- ☐ E. The utility plans and specifications, with the consent of the State, will be included in the construction contract awarded by the State.

Signature

  
Patti Richards  
Vice President, Technical Services  
Mid Tex Division

Date

12/7/09

Title

Bu  
m

**U**

**Atmos Energy Corporation**

**FM 1464: From Shiloh Lake Dr to SH 99**

**CSJ: 1415-02-040**

**ROW CSJ: 1415-02-041**

**Attachment E**

**Joint-Use Acknowledgement – ROW-U-JUA**

**Separate attachment.**

**U**

**Atmos Energy Corporation**

**FM 1464: From Shiloh Lake Dr to SH 99**

**CSJ: 1415-02-040**

**ROW CSJ: 1415-02-041**

**Attachment F**

**Eligibility Ratio**

**On State highway facilities, Texas Transportation Code Section 203.092 provides that utility reimbursement for facility relocation is dependent upon whether the relocation costs are eligible for county and State participation. Pursuant to current state law, county participation is based on all reasonable and eligible costs for the existing portion of line that is within a private easement or similar.**

**The widening of FM 1464 will require Atmos to lower approximately 240 LF of 18" pipeline crossing the proposed ROW limits of FM 1464. Atmos' normal policy when required to lower any of their pipelines is to relocate at 90-degrees to the ROW which will require Atmos to install approximately 720-LF of 18" pipe. This policy is accepted by TxDOT and enforced by various TxDOT District offices in Texas. In this case, Atmos will only be eligible for the amount of existing pipe that will be affected within the proposed ROW taking which has been calculated to be 121-ft out of a total 240-ft. This adjustment's eligibility has been set at 50.4% eligible for all reasonable and eligible costs.**

**Total Feet in New ROW = 240-ft  
Feet in Existing ROW = 119-ft (0% Eligibility)  
Feet in Proposed ROW = 121-ft (100% Eligibility)  
Work Done in Existing ROW = 0 ft  
Work Done in Proposed ROW = 121 ft**

**$121' / 240' = 50.4\%$  Eligible**

**Upon completion of said adjustment, State will reimburse Fort Bend County 90% of all eligible costs associated with the adjustment of Atmos' adjustment.**

**U**

**Atmos Energy Corporation**

**FM 1464: From Shiloh Lake Dr to SH 99**

**CSJ: 1415-02-040**

**ROW CSJ: 1415-02-041**

**Attachment G**

**Betterment Calculation and Estimates**

**Betterment does not exist in this agreement.**

**U**

**Atmos Energy Corporation**

**FM 1464: From Shiloh Lake Dr to SH 99**

**CSJ: 1415-02-040**

**ROW CSJ: 1415-02-041**

**Attachment H**

**Proof of Property Interest**

**On State highway facilities, Texas Transportation Code Section 203.092 provides that if relocation of a utility facility is required by improvement of any segment of the state highway system and the utility has a compensable property interest in the land occupied by the facility to be relocated, the utility is reimbursable for all eligible costs.**



**AFFIDAVIT**  
(for Utility Owner)

U-No.

**THE STATE OF TEXAS**

§

District: Houston

§

County: Fort Bend

**COUNTY OF FORT BEND**

§

Federal Project No.: NA

ROW CSJ No.: 1415-02-041

Highway No.: FM 1464

(To be filled in by State)

**BEFORE ME, THE UNDERSIGNED AUTHORITY**, on this day personally appeared Patti Richards, Vice President – Technical Services, Mid Tex Division of the Atmos Energy Corporation, ("Utility") who after being by me duly sworn upon his/her oath deposes and says as follows:

"I, Patti Richards am over the age of 18 years and am fully competent to testify to the matters set forth in this Affidavit. I have personal knowledge of all facts and swear that such facts are true and correct.

1. Easement dated April 26, 1973 executed by Vivian Leatherberry Smith, Trustee in favor of Lone Star Gas Company covering Tract 24: 52.13 acres, more or less, and Tract 25: 76.59 acres, more or less, out of the J. H. Cartwright Survey, Abstract No. 16 Fort Bend County, Texas recorded in Volume 590, Page 466, Deed Records of said County and State;


Easement dated April 9, 1973 executed by Robert Schumann in favor of Lone Star Gas Company covering 100.00 acres and 179 1/2 acres of land out of the J. H. Cartwright Survey, Abstract No. 16, Fort Bend County, Texas recorded in Volume 589, Page 1, Deed Records, said County and State

[legal description of land]

2. Regular inspection with RR Commission Regulators;  
[facts indicating affiant's familiarity with subject land, including inspection and surveys]
3. Certificate of Name Change from Lone Star Gas Company to ENSERCH Corporation;  
  
Certificate of Name Change from ENSERCH Corporation to TXU Gas Company;  
  
Certificate of Conversion from TXU Gas Company to TXU Gas Company LP;  
  
Certificate of Merger of TXU Gas Company LP and LSG Acquisition Corporation;  
  
Certificate of Merger of LSG Acquisition Corporation into Atmos Energy Corporation;  
[facts attesting to ownership, including claims through deeds, etc.]
4. Underground natural gas pipeline;  
[facts showing use of property]
5. None;  
[facts showing nature and state of repair of enclosures or fencing]

6. Continuous operation since original construction;  
[facts showing continuous possession for statutory period].

Further affiant sayeth not."

*BK*  
*72*  
  
\_\_\_\_\_  
Signature Patti Richards  
Title Vice President – Technical Services  
Mid Tex Division  
Company: Atmos Energy Corporation

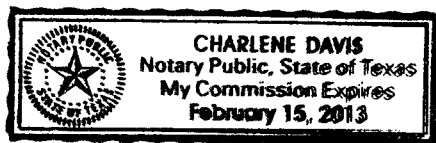
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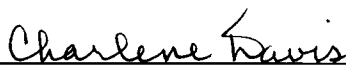
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Corporate Acknowledgment

State of Texas  
County of Dallas

This instrument was acknowledged before me on December 7, 2009 by Patti Richards, Vice President,  
Technical Services, Mid Tex Division of Atmos Energy Corporation, a Texas corporation, on behalf of  
said corporation.



  
\_\_\_\_\_  
Notary Public's Signature

Vivian Leatherberry Smith, Tr.

To: Right of Way  
Lone Star Gas Co.

Form 279-T-Rev. 5-68

225811

COMPARED

VOL

590

PAGE

466

V4/42

THE STATE OF TEXAS

COUNTY OF FORT BEND

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of Ten Dollars & Other Good & Valuable Consideration.  
Dollars (\$ 10.00 ) to the undersigned, Vivian Leatherberry Smith, Trustee

(herein styled Grantor, whether one or more) paid, the receipt of which is hereby acknowledged, the said

Grantor does hereby GRANT, SELL and CONVEY unto LONE STAR GAS COMPANY COMPANY, a Corporation (herein styled Grantee), its successors and assigns, the right of way and easement to construct, inspect, maintain, repair, operate, replace, relocate and remove at will, in whole or in part, pipe lines, and appurtenances thereto over and through the following described land, situated in

Fort Bend County, State of Texas, to-wit:

Tract No. 24; 52.12 acres, more or less, and Tract No. 25: 76.89 acres, more or less, being out of the J. H. Cartwright Survey, Abstract No. 16,

more fully described in deed from R. E. Smith to Vivian Leatherberry Smith, Trustee recorded in Volume 468, Page 298, Deed Records of said County, to which reference is here made for further description.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such lines and appurtenances thereto shall be maintained, with ingress to and egress from the premises, for the purposes of this grant.

The said Grantor is to fully use and enjoy the said premises, except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes to a sufficient depth so as not to interfere with cultivation of soil, and to pay any damages which may arise to growing crops or fences from the construction, maintenance and operation of said pipe line; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantor, one by the said Grantee and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive. ~~Should more than one pipe be laid down on the land, the said Grantor shall pay for the same at the rate of one dollar per lineal foot for each additional line which he lays, besides the damages herein provided for.~~

This Right of Way Agreement is subject to the addendum hereby known as Exhibit "A", and made a part hereof for all purposes.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

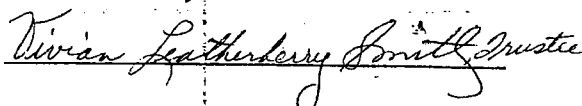
It is hereby understood that party securing this grant in behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

Witness the execution hereof on this the 26<sup>th</sup> day of April, A. D. 1973

Signed and delivered in the presence of the undersigned witnesses:



R. E. Smith  
Right of Way Agent



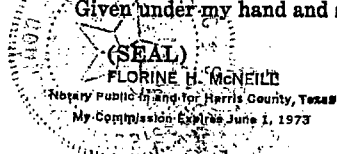
THE STATE OF TEXAS  
COUNTY OF Harris

DEED VOL. 590 PAGE 467

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Vivian Leatherberry Smith, Trustee

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 25th day of April, A. D. 1973



Florine H. McNeill

Notary Public in and for

Harris County, Texas.

THE STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared \_\_\_\_\_

known to me to be the person whose name \_\_\_\_\_ subscribed to the foregoing instrument, and acknowledged to me that \_\_\_\_\_ he \_\_\_\_\_ executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_\_\_

(SEAL)

Notary Public in and for

\_\_\_\_\_  
County, Texas.

Line _____	No. _____	County, Texas.	P. O. Address _____	to _____	301 South Harwood Street Dallas, Texas 75201.	Approved: _____	Attorney _____	Approved: _____	Engineer _____	Indexed _____
------------	-----------	----------------	---------------------	----------	--	-----------------	----------------	-----------------	----------------	---------------

The right of way and easement herein granted shall consist of a strip of land twenty feet in width, with right of ingress and egress thereon, the centerline of said twenty foot width strip described as follows, to wit:

BEGINNING at a point in the West right of way line of FM Hwy. No. 1464 along the East line of said Smith tract, said point being a distance of 108 feet - S<sup>0</sup>55'E along said right of way line from its intersection with the North line of said Smith tract and the South line of the Harlem State Farm;

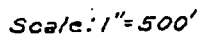
THENCE N41<sup>0</sup>26'W a distance of 93 feet to an angle point;

THENCE S88<sup>0</sup>28'W a distance of 3,000 feet to an angle point;

THENCE N25<sup>0</sup>07'W a distance of 44 feet to a point in the North line of said Smith tract and the South line of the Harlem State Farm, said point being a distance of 320 feet - N88<sup>0</sup>28'W along said North line of said Smith tract from a fence corner at the junction of said North line of said Smith tract with the West line of said J. H. Cartwright Survey and the East line of the Janes Wilkins Survey, Abstract No. 96, said point being the end of the route herein described.

It is understood and agreed that Grantee may use an additional 30 foot width strip for the initial construction only, and after said initial construction the use of this additional working space shall be of no force or effect.

This grant provides for one pipe line only (with the necessary fittings, appliances and corrosion control equipment.)



NO.                      TIME: 11:30 AM

Ellen Mack

COUNTY CLERK, Fort Bend County, Texas

PROPOSED ROUTE OF  
LONE STAR GAS COMPANY  
PIPELINE ACROSS VIVIAN  
LEATHERBERRY SMITH PROPERTY  
FT. BEND COUNTY, TEXAS

Line 74

R/W# 41

Fort Bend County, Texas

Vivian Leatherberry Smith,  
Trustee

Suite 1900  
2000 West Loop South  
Houston, Texas 77027

to

*Re:* LONE STAR GAS COMPANY  
301 South Harwood St.  
Dallas, Texas 75201

Approved:

Attorney

Approved:

Engineer

Indexed

4.50

STATE OF TEXAS

COUNTY OF FORT BEND

I hereby certify that this instrument was filed on the  
date and time stamped hereon by me and was duly recorded  
in the volume and page of the named records of Fort Bend  
County, Texas as stamped hereon by me. on



MAY 17 1973

*Ella Maeek*  
COUNTY CLERK, Fort Bend  
County, Texas

COMPARED

DEED VOL. 589 PAGE 21

Robert Schumann

To:

Lone Star Gas Company

224765

PIPELINE EASEMENT

V4/44

THE STATE OF TEXAS    §

COUNTY OF FORT BEND   §

KNOW ALL MEN BY THESE PRESENTS:

THAT I, ROBERT SCHUMANN, of Fort Bend County, Texas, hereinafter called GRANTOR, for and in consideration of TEN (\$10.00) DOLLARS cash in hand paid, and other valuable and adequate considerations, receipt of which is acknowledged, do hereby GRANT, SELL and CONVEY unto LONE STAR GAS COMPANY, a TEXAS corporation, hereinafter called GRANTEE, its successors and assigns, a right of way easement to construct, lay, operate, repair, replace with a line of the same or smaller size, and remove, one (1) pipeline not to exceed thirty (30") inches in diameter and necessary underground appurtenances (including without limitation cathodic testing stations, corrosion control equipment, vents and adequate centerline "markers") thereto, for the transportation of oil, gas, petroleum products or any other liquids or gases which can be transported through a pipeline under, through and across the following described tract of land situated in Fort Bend County, Texas, to-wit:

All that certain tract or parcel of land and being situated in the J. H. Cartwright Survey, Abst. #16, being the North 100.00 acres, out of the First Tract as described in the deed from Sugarland Industries to P. E. Schumann as recorded in vol. 136, page 503 of the Deed Records of Fort Bend County, Texas, being the tract of 179½ acres of land, out of the J. H. Cartwright Survey, Abst. #16, being more fully described in deed from Paul E. Schumann to Robert Schumann recorded in Volume 507, Page 281, Deed Records of said County, to which reference is here made for further description.

The right of way easement herein granted shall have an aggregate width of fifty feet (50'), during the construction period of said pipeline only, and in no event shall said construction period exceed one year from this date, and thereafter the right of way easement herein granted shall be reduced to an aggregate width of thirty feet (30'), being fifteen feet (15'), extending at right angles, on each side of the centerline and course across said above tract of land, which said centerline is shown on Lone Star Gas Company's Exhibit "A" attached hereto and made a part hereof for description purposes.

Grantee's right of ingress to and egress from the premises is limited and confined to the Right of Way Easement herein granted, unless further written consent is obtained.

Grantee shall have the right to cut, trim and remove, now or hereafter, bushes, trees and all other obstructions on the Right of Way Easement which may interfere with the rights herein granted; however, all existing fences, roads, ditches, canals, laterals and levees now situated upon, or later placed in a manner not to interfere with Grantee's pipeline and facilities upon the Right of Way Easement by Grantor for ranching and farming purposes, shall not be considered obstructions, and shall not be altered or removed.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, for all of said purposes above granted.

Grantor shall have the right fully to use and enjoy the said premises covered by the Right of Way Easement herein, except for the rights and purposes specifically herein granted to Grantee, its successors and assigns.

There shall be no surface installations or fences placed on the Right of Way Easement herein granted by the Grantee, except cathodic testing stations, corrosion control equipment and vents which may be installed at intersecting fence lines, roads, canals and property lines only, and adequate centerline

"markers", which shall be installed by Grantee at intersecting fence lines, roads, canals, drainage ditches, streams and property lines only. Also, centerline "marker", seven feet in height, shall be placed at points of deflection.

The pipeline to be constructed shall be buried forty-eight inches (48") from the normal surface of the ground to the top of the pipe. Grantee shall excavate the surface soil and sub-soil in such manner in digging the trench in which to bury said pipeline so that when the line is buried and the trench backfilled, the sub-soil shall be returned first and the surface soil last for restoration and conservation purposes.

Grantee shall remove all timbers, skids and other materials which may be placed on the Right of Way during construction and adequately back-fill and smooth out all ruts and swags caused as a result from construction operations, and maintain same so as not to interfere with the reasonable use, drainage or conservation of the soil and thereby generally restore and maintain the surface of the land to as nearly its original condition and contour as is practicable.

Grantee must keep all fences crossing the Right of Way herein granted, in good repair at all times at its expense when said fences have been damaged by its operations and said fences shall be immediately restored in a good workmanlike manner.

If requested by Grantor, the Grantee, during the construction period, shall leave unexcavated crossings or provide necessary bridges over the Right of Way for the transportation of automotive and farm equipment, and shall at all times keep private roads open and passable or provide temporary bridges around such construction.

Grantee agrees to pay for any damages which may arise from the construction, repairing, operation, replacement, removal and maintenances of said pipeline. The receipt of advance

payment \$100.00 <sup>crop</sup> for reasonable/damages, for the year of 1973 for the construction of the pipeline is hereby acknowledged by Grantor.

Grantee covenants and agrees to indemnify and forever hold harmless the Grantor against each and every claim, demand or cause of action that may arise from any defect, imperfection, explosion, operation, pollution, construction or maintenance of said pipeline unless such condition be caused by Grantor's negligence.

Grantor hereby reserves unto himself, his heirs, successors and assigns, the right to deepen and enlarge hereafter, for drainage or irrigation purposes, any existing ditch, slough, canal or lateral extending across said easement herein granted.

Grantor hereby further reserves the right to place across, but not along and within, the permanent right of way and easement as many roads, streets, sidewalks, passageways, railroad tracks, drainage ditches, pipelines, fences, electric light and power lines, sewer lines, water lines, gas lines, telephone lines, poles and cables as Grantor desires and none of the same shall be considered as obstructions hereunder, PROVIDED, HOWEVER, the installation, maintenance and operation of said facilities does not endanger or interfere with the facilities of Grantee as herein provided.

The easement herein granted shall be subject to any easements, rights of ways, reservations or other rights now outstanding in third parties. Without limiting the generality of the foregoing, this easement, and all rights, privileges and authority hereby granted by Grantor to Grantee, shall be subject; more particularly, to the following;

(a) All rights of tenants of Grantor's with respect to occupying and farming said land and the cultivation and harvesting of crops planted thereon;

(b) All easements and grants for roads, drainage ditches and irrigation canals;

(c) All easements and grants given or granted by Grantor to others for oil and gas pipelines; and

(d) All easements and grants given or granted by Grantor to others for electric lines or power lines, poles and appurtenances.

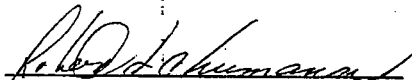
Should the pipeline be abandoned for a period of two (2) years, the Right of Way Easement herein granted shall terminate and revert back to Grantor, provided, however, that Grantee shall have the right within such two (2) year period to remove said pipeline and its underground appurtenances, thereby obligating itself to re-level and restore the land as nearly as practicable to its original condition after the final removal of same.

This easement is given with the understanding that it will not interfere with the development of the property for oil and gas.

All rights of Grantor reserved in this agreement are also for the benefit of the heirs, executors and administrators and the rights of both Grantor and Grantee may be assigned in whole or in part.

It is mutually understood and agreed that this agreement as written covers all the agreements and stipulations between the parties and that no representations, oral or written have been made modifying, adding to or changing the terms hereof.

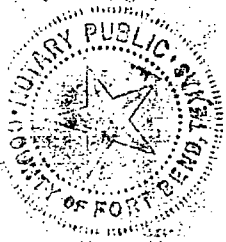
IN WITNESS WHEREOF, the Grantor has executed this conveyance the 9 day of April, 1973.



THE STATE OF TEXAS                    §  
COUNTY OF FORT BEND                    §

BEFORE ME, the undersigned authority, on this day  
personally appeared Robert Schumann known to me  
to be the person whose name is subscribed to the foregoing  
instrument and acknowledge to me that he executed the same  
for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 9th  
day of April A. D. 1973.



J. R. Brown  
Notary Public in and for Fort Bend  
County, Texas.

My Commission Expires:  
Jan. 1, 1973

EXHIBIT "A"

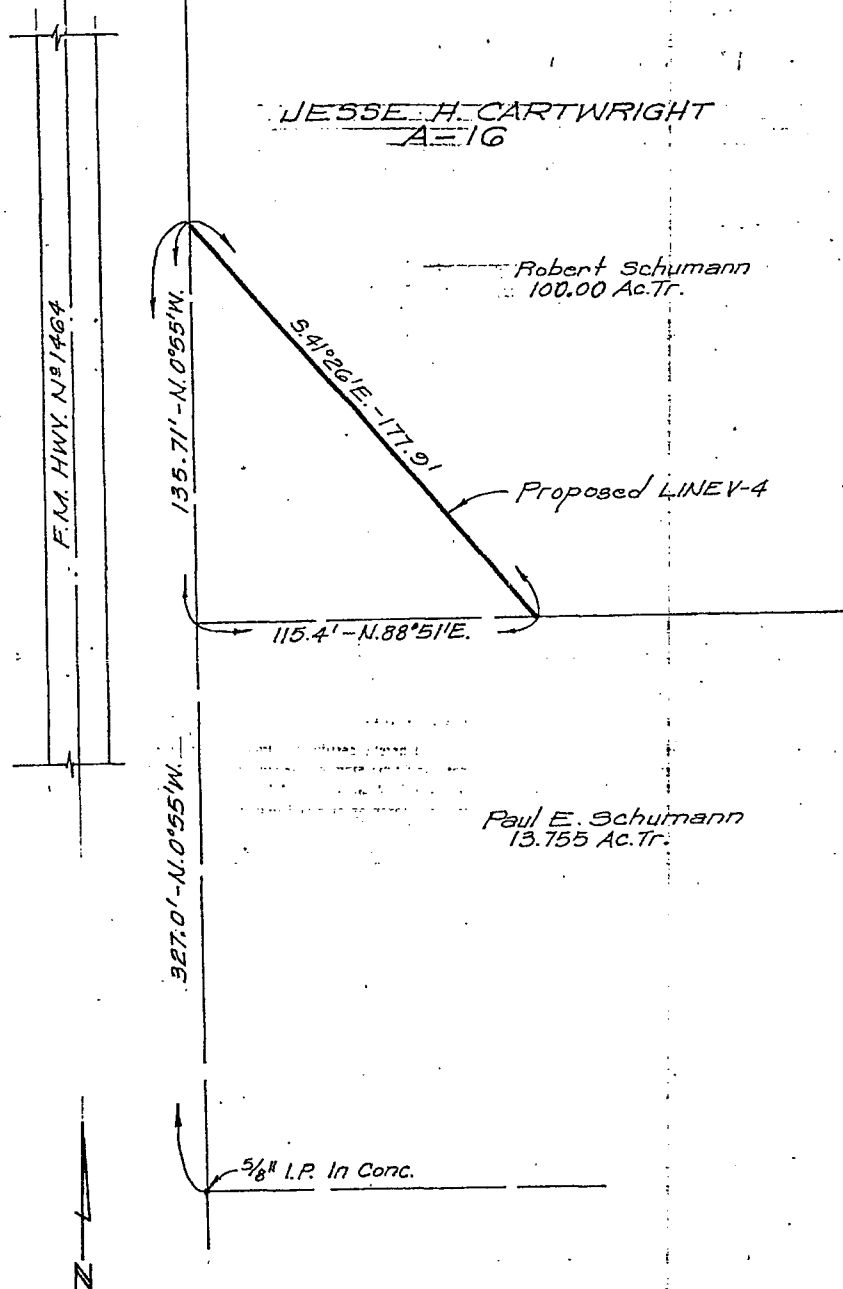
The Right of Way and Easement herein granted shall consist of a strip of land thirty (30') feet in width, with right of ingress and egress, the center line of said thirty foot width strip described as follows, to wit: solely over the easement

BEGINNING at a point in the East right of way line of F. M. Hwy. No. 1464 along the West line of said 100.00 acre Robert Schumann tract, said point being a distance of 135.71 feet - N0°55'W along and with said right of way line from its intersection with the South line of said 100.00 acre tract;

THENCE S41°26'E a distance of 177.9 feet to a point in the South line of said 100.00 acre tract and the North line of the 13.755 Paul E. Schumann tract, said point being a distance of 115.4 feet - N88°51'E along and with said South line of said 100.00 acre tract from its intersection with the North right of way line of F. M. Hwy. No. 1464 along the West line of said 100.00 acre tract, said point being the end of the route herein described.

Grantee may use an additional twenty (20') foot width strip for the initial construction of the pipe line, and to use so much of Grantor's adjacent land immediately southerly of F. M. Hwy. No. 1464 as shall be reasonably necessary to complete the bore of said Highway. The use of this working area shall be limited to the initial construction only, and the privilege of it's use after the construction shall be of no force or effect.

This Grant provides for one pipe line only (with the necessary fittings, appliances, and corrosion control equipment.)



JESSE H. CARTWRIGHT  
A=16

Robert Schumann  
100.00 Ac. Tr.

Proposed LINE V-4

Paul E. Schumann  
13.755 Ac. Tr.

5/8" I.P. In Conc.

Scale: 1" = 50'

FILED FOR RECORD  
AT 2:30 O'CLOCK P.M.

APR 24 1973

Elmer Masek  
County Clerk, Fort Bend, Co., Tex.

PROPOSED ROUTE OF  
LONE STAR GAS COMPANY  
PIPELINE ACROSS  
ROBERT SCHUMANN PROPERTY  
FORT BEND COUNTY, TEXAS

Line V4  
R/W# 43

Fort Bend County, Texas

Robert Schumann  
5003 Hwy. No. 59  
Sugarland, Texas

to

LONE STAR GAS COMPANY  
301 South Harwood St.  
Dallas, Texas 75201

Approved:

Attorney

Approved:

Engineer

Indexed

8.50

*Carol M. ...*  
COUNTY CLERK, Fort Bend  
County, Texas

APR 26 1973



STATE OF TEXAS  
COUNTY OF FORT BEND  
I hereby certify that this instrument was filed on the  
date and time stamped hereon by me and was duly recorded  
in the volume and page of the named records of Fort Bend  
County, Texas as stamped hereon by me. on



# The State of Texas

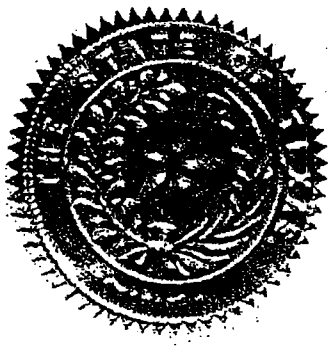
## SECRETARY OF STATE

I, MARK WHITE, Secretary of State of the State of Texas, DO HEREBY CERTIFY that the attached is a true and correct copy of the following described instruments on file in this office:

ENSERCH CORPORATION

Amendment

October 10, 1975



IN TESTIMONY WHEREOF, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in the City of Austin, this

10th day of October, A D 19 75.

*Mark White*  
Secretary of State

ARTICLES OF AMENDMENT  
BY  
THE SHAREHOLDERS  
OF THE  
RESTATED ARTICLES OF INCORPORATION  
OF  
LONE STAR GAS COMPANY

FILED  
In the Office of the  
Secretary of State of Texas

OCT 10 1975

*James B. Chote*  
Deputy Director, Corporation Division

Pursuant to the provisions of Article 4.04 of the Texas Business Corporation Act, the undersigned corporation adopts the following Articles of Amendment to its Restated Articles of Incorporation which change the name of the corporation to ENSERCH CORPORATION.

ARTICLE ONE. The name of the corporation is Lone Star Gas Company.

ARTICLE TWO. The following amendment to the Restated Articles of Incorporation was adopted by the Shareholders of the corporation on October 8, 1975:

Article One of the Restated Articles of Incorporation is amended so that the same shall be deleted in its entirety and so that a new Article One which reads as follows shall be inserted in lieu thereof:

ARTICLE ONE  
The name of the corporation is ENSERCH CORPORATION.

ARTICLE THREE. The number of shares of the Corporation outstanding at the time of such adoption was 15,342,578, of which 14,942,578 were shares of common stock and 400,000 were shares of preferred stock. All outstanding shares of common stock were entitled to vote on the amendment. The outstanding shares of preferred stock were not entitled to vote on the amendment.

ARTICLE FOUR. 11,780,444 shares of common stock voted in favor of the adoption of the amendment and 454,955 shares of common stock voted against such amendment.

Dated October 8, 1975

LONE STAR GAS COMPANY

By *W. C. McCord*  
Its President

By *Michael G. Tarrals*  
Its Secretary

STATE OF TEXAS

COUNTY OF DALLAS

I, Charles Whaley, a Notary Public, do hereby certify that on this 8th day of October, 1975, personally appeared before me W. C. McCord who declared he is President of the corporation executing the foregoing document, and being first duly sworn, acknowledged that he signed the foregoing document in the capacity therein set forth and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.

*Charles C. Whaley*  
Notary Public



# The State of Texas

## SECRETARY OF STATE

### CERTIFICATE OF AMENDMENT OF

TXU GAS COMPANY  
FORMERLY  
ENSERCH CORPORATION

The undersigned, as Secretary of State of Texas, hereby certifies that the attached Articles of Amendment for the above named entity have been received in this office and are found to conform to law.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Amendment.

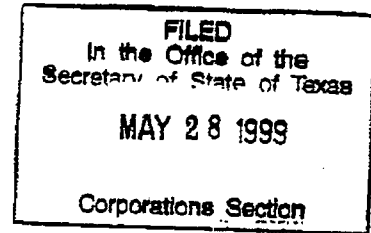
Dated: May 28, 1999

Effective: June 14, 1999

  
LCS

Elton Bomer  
Secretary of State

**ARTICLES OF AMENDMENT  
TO THE  
ARTICLES OF INCORPORATION  
OF  
ENSERCH CORPORATION**



Pursuant to the provisions of Articles 4.04 and 10.03 of the Texas Business Corporation Act, the undersigned corporation adopts the following articles of amendment to its amended and restated articles of incorporation to be effective as set forth herein

**ARTICLE ONE**

The name of the corporation is ENSERCH Corporation

**ARTICLE TWO**

The following amendment to the amended and restated articles of incorporation was adopted by the sole shareholder of the corporation on May 14, 1999. The amended and ~~restated~~ articles of incorporation are amended to change the name of the corporation.

The amendment alters or changes Article One of the amended and restated articles of incorporation and the full text of each provision of Article One is amended to read as follows:

**"ARTICLE ONE**

The name of the Corporation is TXU Gas Company "

**ARTICLE THREE**

The number of shares of the corporation outstanding at the time of such adoption was 201,000; and the number entitled to vote thereon was 201,000

**ARTICLE FOUR**

The holder of all of the shares outstanding and entitled to vote on said amendment has signed a consent in writing pursuant to Article 9.10 adopting said amendment and any written notice required by Article 9.10 has been given.

**ARTICLE FIVE**

This amendment does not necessitate an exchange, reclassification or cancellation of issued shares.

Corporations Section  
P O Box 13697  
Austin, Texas 78711-3697



2  
Geoffrey S. Connor  
Secretary of State

## Office of the Secretary of State

October 04, 2004

Capitol Services Inc  
P O Box 1831  
Austin, TX 78767 USA

RE: TXU Gas Company LP  
File Number: 800397130

It has been our pleasure to approve and place on record your articles of conversion. The appropriate evidence is attached for your files. Payment of the filing fee is acknowledged by this letter.

If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section  
Statutory Filings Division  
(512) 463-5555

Enclosure

PHONE(512) 463-5555  
Prepared by: Lisa Sartin

Come visit us on the internet at <http://www.sos.state.tx.us/>  
FAX(512) 463-5709

TTY7-1-1

Corporations Section  
P O Box 13697  
Austin, Texas 78711-3697



Geoffrey S. Connor  
Secretary of State

## Office of the Secretary of State

### CERTIFICATE OF FILING OF

TXU Gas Company LP  
Filing Number: 800397130

The undersigned, as Secretary of State of Texas, hereby certifies that a certificate of limited partnership for the above named limited partnership has been received in this office and filed as provided by law on the date shown below

Accordingly, the undersigned, as Secretary of State hereby issues this Certificate evidencing the filing in this office.

Dated: 10/01/2004

Effective: 10/01/2004



A handwritten signature in black ink, appearing to read "G. Connor".

Geoffrey S. Connor  
Secretary of State

PHONE(512) 463-5555  
Prepared by: Lisa Sartin

Come visit us on the internet at <http://www.sos.state.tx.us/>  
FAX(512) 463-5709

TTY7-1-1

Corporations Section  
P.O. Box 13697  
Austin, Texas 78711-3697



Geoffrey S. Connor  
Secretary of State

## Office of the Secretary of State

### CERTIFICATE OF CONVERSION

The undersigned, as Secretary of State of Texas, hereby certifies that the attached Articles of Conversion

for

TXU GAS COMPANY  
Filing Number: 8212400

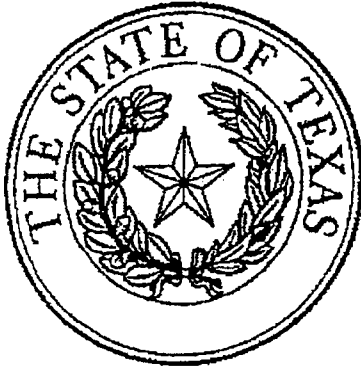
Converting it to

TXU Gas Company LP  
Filing Number: 800397130

have been received in this office and have been found to conform to law. ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Conversion

Dated: 10/01/2004

Effective: 10/01/2004



A handwritten signature in black ink, appearing to read "G. Connor".

Geoffrey S. Connor  
Secretary of State

PHONE(512) 463-5555  
Prepared by: Lisa Sartin

Come visit us on the internet at <http://www.sos.state.tx.us/>  
FAX(512) 463-5709

ITY7-1-1

ARTICLES OF CONVERSION  
OF  
TXU GAS COMPANY  
INTO  
TXU GAS COMPANY LP

FILED  
In the Office of the  
Secretary of State of Texas  
OCT 01 2004  
Corporations Section

Pursuant to the provisions of Article 5.18 of the Texas Business Corporation Act and Section 2.15 of the Texas Revised Limited Partnership Act, the undersigned converting entity hereby adopts the following Articles of Conversion for the purpose of effecting a conversion in accordance with the provisions of the Texas Business Corporation Act and the Texas Revised Limited Partnership Act.

1. The name of the converting entity is TXU Gas Company, a Texas corporation.
2. A Plan of Conversion was approved and adopted in accordance with the provisions of Article 5.17 of the Texas Business Corporation Act and Section 2.15 of the Texas Revised Limited Partnership Act providing for the conversion of TXU Gas Company, a corporation organized under the Texas Business Corporation Act, to TXU Gas Company LP, a limited partnership organized under the Texas Revised Limited Partnership Act.
3. An executed Plan of Conversion is on file at the principal place of business of TXU Gas Company at Energy Plaza, 1601 Bryan Street, Dallas, Texas 75201, and, from and after the conversion, an executed Plan of Conversion will be on file at the principal place of business of TXU Gas Company LP at Energy Plaza, 1601 Bryan Street, Dallas, Texas 75201.
4. A copy of the Plan of Conversion will be furnished by TXU Gas Company (prior to the conversion) or by TXU Gas Company LP (after the conversion) on written request and without cost to any shareholder of TXU Gas Company or any partner of TXU Gas Company LP.
5. The number of shares entitled to vote for and against the Plan of Conversion are as follows:

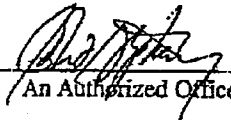
Number of Shares Outstanding	Total Voted For	Total Voted Against	Class or Series	Number of Shares Entitled to Vote as a Class or Series	
				<i>Voted For</i>	<i>Voted Against</i>
437,111	437,111	0	Common	N/A	N/A

6. The approval of the Plan of Conversion was duly authorized by all action required by the laws of the State of Texas and by the constituent documents of TXU Gas Company.

- 7 TXU Gas Company LP will be responsible for the payment of all fees and franchise taxes and will be obligated to pay such fees and franchise taxes if the same are not timely paid.
8. The Certificate of Limited Partnership of TXU Gas Company LP, which is to be created pursuant to the Plan of Conversion, is attached hereby as Exhibit A.

[Signature page follows.]

TXU GAS COMPANY

By:   
An Authorized Officer

**EXHIBIT A**

**FILED**  
In the Office of the  
Secretary of State of Texas

**CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
TXU GAS COMPANY LP**

**OCT 01 2004  
Corporations Section**

TXU Gas Management Company LLC, General Partner of TXU Gas Company LP, hereby executes this Certificate of Limited Partnership, which is being filed with the Secretary of State in accordance with Section 2.01 and Section 2.15 of the Texas Revised Limited Partnership Act (the "Act").

1. The name of the Limited Partnership is TXU Gas Company LP (the "Limited Partnership") The Limited Partnership is being formed pursuant to a Plan of Conversion.
2. The name of the entity that is party to the Plan of Conversion, its address, the form of such entity, the date of incorporation and jurisdiction are as follows:

<u>Name</u>	<u>Address</u>	<u>Form and Date</u>
TXU Gas Company	Energy Plaza 1601 Bryan Street Dallas, Texas 75201-3411	Texas corporation, incorporated December 11, 1942

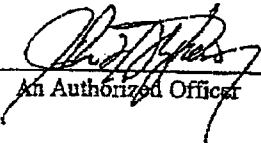
3. The address of the registered office of the Limited Partnership in the State of Texas is Energy Plaza, 1601 Bryan Street, Dallas, Texas 75201-3411, and the name of the registered agent for service of process on the Limited Partnership in the State of Texas at such address is TXU Business Services Company (Office of the Corporate Secretary).
4. The address of the principal office of the Limited Partnership in the United States where its partnership records are to be kept or made available under Section 1.07 of the Act is:  
  
Energy Plaza  
1601 Bryan Street  
Dallas, Texas 75201.
5. The name and the mailing and street address of the principal place of business of the General Partner are as follows:

TXU Gas Management Company LLC  
Energy Plaza  
1601 Bryan Street  
Dallas, Texas 75201

[Signature page follows.]

GENERAL PARTNER:

TXU GAS MANAGEMENT  
COMPANY LLC

By:   
An Authorized Officer

**ARTICLES AND CERTIFICATE OF MERGER  
OF  
TXU GAS COMPANY LP  
AND  
LSG ACQUISITION CORPORATION**

Pursuant to the provisions of Article 5.04 of the Texas Business Corporation Act and Section 2.11 of the Texas Revised Limited Partnership Act, the undersigned entities hereby adopt the following Articles and Certificate of Merger for the purpose of merging TXU Gas Company LP with LSG Acquisition Corporation, in accordance with the provisions of the Texas Business Corporation Act and the Texas Revised Limited Partnership Act, with TXU Gas and LSG being the surviving entities.

**ARTICLE 1**

The names and states of organization of each entity that is a party to the Agreement and Plan of Merger (as hereinafter defined) are:

<u>Name</u>	<u>Type of Entity</u>	<u>State</u>
TXU Gas Company LP	Limited Partnership	Texas
LSG Acquisition Corporation	Corporation	Texas

**ARTICLE 2**

An Agreement and Plan of Merger, dated June 17, 2004, as amended by Amendment No. 1 to Merger Agreement, dated September 30, 2004 (the "Agreement and Plan of Merger"), was approved in accordance with the provisions of Article 5.03 of the Texas Business Corporation Act and Section 2.11 of the Texas Revised Limited Partnership Act providing for the merger of TXU Gas Company LP ("TXU Gas") and LSG Acquisition Corporation ("LSG"), with TXU Gas and LSG being the surviving entities.

**ARTICLE 3**

No amendments to the certificate of limited partnership of TXU Gas or the articles of incorporation of LSG are desired to be effected by the merger.

**ARTICLE 4**

Executed copies of the Agreement and Plan of Merger are on file at the principal place of business of each of TXU Gas, Energy Plaza, 1601 Bryan Street, Dallas, Texas 75201, and LSG, Three Lincoln Centre, Suite 1800, Dallas, Texas 75201.

**ARTICLE 5**

TXU Gas has complied with the provisions of its limited partnership agreement regarding furnishing partners copies or summaries of the Agreement and Plan of Merger or notices

regarding the merger. A copy of the Agreement and Plan of Merger will be furnished by LSG and TXU Gas, on written request and without cost, to any shareholder of LSG, and to any creditor or obligee of TXU Gas or LSG at the time of the merger if such obligation is then outstanding.

#### ARTICLE 6

As to LSG, the approval of whose shareholders is required, the number of shares outstanding is 1,000. No shares of any class or series are entitled to vote, as a class or series, on the merger.

As to LSG, the approval of whose shareholders is required, the number of shares, not entitled to vote only as a class, voted for and against the Agreement and Plan of Merger, respectively, and, if the shares of any class or series are entitled to vote as a class, the number of shares of each such class or series voted for or against the Agreement and Plan of Merger are as follows:

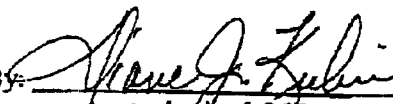
Total Voted For	Total Voted Against	Class or Series	Number of Shares Entitled to Vote as a Class or Series	
			<i>Voted For</i>	<i>Voted Against</i>
1,000	0	Common	N/A	N/A

#### ARTICLE 7

The Agreement and Plan of Merger and the performance of its terms were duly authorized by all action required by the laws of the State of Texas and by the constituent documents of each of the parties thereto.

TXU GAS COMPANY LP

By: TXU GAS MANAGEMENT  
COMPANY LLC, its General Partner

By:   
An Authorized Officer

LSG ACQUISITION CORPORATION

By: \_\_\_\_\_  
An Authorized Officer

regarding the merger. A copy of the Agreement and Plan of Merger will be furnished by LSG and TXU Gas, on written request and without cost, to any shareholder of LSG, and to any creditor or obligee of TXU Gas or LSG at the time of the merger if such obligation is then outstanding.

#### ARTICLE 6

As to LSG, the approval of whose shareholders is required, the number of shares outstanding is 1,000. No shares of any class or series are entitled to vote, as a class or series, on the merger.

As to LSG, the approval of whose shareholders is required, the number of shares, not entitled to vote only as a class, voted for and against the Agreement and Plan of Merger, respectively, and, if the shares of any class or series are entitled to vote as a class, the number of shares of each such class or series voted for or against the Agreement and Plan of Merger are as follows:

Total Voted For	Total Voted Against	Class or Series	Number of Shares Entitled to Vote as a Class or Series	
			<i>Voted For</i>	<i>Voted Against</i>
1,000	0	Common	N/A	N/A

#### ARTICLE 7

The Agreement and Plan of Merger and the performance of its terms were duly authorized by all action required by the laws of the State of Texas and by the constituent documents of each of the parties thereto.

TXU GAS COMPANY LP

By: TXU GAS MANAGEMENT  
COMPANY LLC, its General Partner

By: \_\_\_\_\_  
An Authorized Officer

LSG ACQUISITION CORPORATION

By: *Louis P. Grey*  
An Authorized Officer

Corporations Section  
P.O. Box 13697  
Austin, Texas 78711-3697



Roger Williams  
Secretary of State

## Office of the Secretary of State

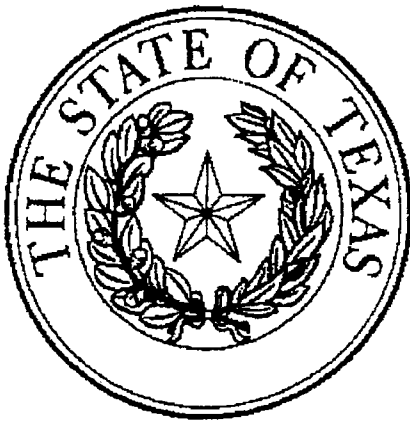
The undersigned, as Secretary of State of Texas, does hereby certify that the attached is a true and correct copy of each document on file in this office as described below:

ATMOS ENERGY CORPORATION  
Filing Number: 54895300

Articles of Merger

October 01, 2004

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on September 09, 2005.



A handwritten signature in black ink that reads "Roger Williams".

Roger Williams  
Secretary of State

**ARTICLES OF MERGER  
OF  
LSG ACQUISITION CORPORATION  
and  
ATMOS ENERGY CORPORATION**

FILED  
In the Office of the  
Secretary of State of Texas

OCT 01 2004.

Corporations Section

Pursuant to the provisions of Article 5.16 of the Texas Business Corporation Act, the undersigned corporation, Atmos Energy Corporation ("Atmos Energy") hereby adopts the following Articles of Merger for the purpose of merging LSG Acquisition Corporation ("LSG"), a wholly-owned subsidiary of Atmos Energy with and into Atmos Energy, in accordance with the provisions of the Texas Business Corporation Act, with Atmos Energy being the surviving entity.

**ARTICLE 1**

The name, type of entity and state of organization of each entity that is a party to the merger are:

<u>Name</u>	<u>Type of Entity</u>	<u>State</u>
Atmos Energy Corporation	Corporation	Texas
LSG Acquisition Corporation	Corporation	Texas

**ARTICLE 2**

Atmos Energy owns 100% of the outstanding shares of common stock of LSG, which is the only class of shares authorized under LSG's Articles of Incorporation.

**ARTICLE 3**

Pursuant to resolutions duly adopted in accordance with the Texas Business Corporation Act and the constituent documents of Atmos Energy, the Board of Directors of Atmos Energy (the "Board"), by the Unanimous Written Consent of the Board dated September 17, 2004, and filed with the minutes of the Board, authorized and approved the merger of LSG with and into Atmos Energy (the "Merger"). Such resolutions have not been modified or rescinded and are in full force and effect as of the date hereof. A true and correct copy of such resolutions is attached hereto as EXHIBIT A.

**ARTICLE 4**

The merger will become effective upon the issuance of the certificate of merger by the Secretary of State of the State of Texas in accordance with the provisions of Article 5.05 of the Texas Business Corporation Act. Atmos Energy, as the surviving entity in the Merger, will be responsible for the payment of all fees and franchise taxes due to the State of Texas from LSG and will pay to the State of Texas any such fees and taxes if not timely paid by LSG.

Dated: October 1, 2004

ATMOS ENERGY CORPORATION

By: Robert W. Best  
Robert W. Best  
Chairman, President and Chief  
Executive Officer

## **EXHIBIT A**

**BE IT RESOLVED**, that the Company, being the holder of 100% of the issued and outstanding shares of common stock of LSG Acquisition Corporation, a Texas corporation ("LSG"), hereby approves and authorizes the merger of LSG with and into the Company (the "Merger") immediately after the merger of TXU Gas Company or its successor entity and LSG, pursuant to that certain Agreement and Plan of Merger by and between TXU Gas Company and LSG dated June 17, 2004, in accordance with and pursuant to Article 5.16 of the Texas Business Corporation Act and Section 13.1-719 of the Virginia Stock Corporation Act and any other applicable provisions of such Acts, with such merger to be effective upon the filing of Articles of Merger with the Secretary of State of both the State of Texas and the Commonwealth of Virginia; and

**FURTHER RESOLVED**, that the existing Articles of Incorporation of the Company shall be the Articles of Incorporation of the Company as of the effective date of the Merger; and

**FURTHER RESOLVED**, that the appropriate officers of the Company be, and each of them hereby is, authorized to execute all such documents and instruments as they or any of them deem necessary or appropriate to effectuate the purposes of the foregoing resolutions.

**U**

**Atmos Energy Corporation**

**FM 1464: From Shiloh Lake Dr to SH 99**

**CSJ: 1415-02-040**

**ROW CSJ: 1415-02-041**

**Attachment I**

**Inclusion in Highway Construction Contract**

**N/A**