

# **AGREEMENT FOR USE OF LAND OWNED OR CONTROLLED BY THE CITY OF GRAND PRAIRIE**

**WHEREAS, ATMOS ENERGY CORPORATION** (hereinafter known as **PERMITEE**) desires to do certain work on land owned or controlled by the **CITY OF GRAND PRAIRIE, TEXAS** (hereinafter **CITY**) as shown on the map marked “**EXHIBIT A**” and STATEMENT OF WORK TO BE PERFORMED AS “**EXHIBIT B**” attached hereto; and

**WHEREAS,** the proposed work may damage the adjacent street facilities; the surface of drainage easements or rights of way; or other improvements of any utility that might be in such property or easement; and

**WHEREAS, CITY** desires that **PERMITEE** be responsible for any damage caused by its activities in, on, or around the above-described area;

**NOW, THEREFORE,** for and in consideration of the promises set out herein, and the issuance of the permit for construction, **PERMITEE** and **CITY** agree as follows:

**SECTION 1. PERMITEE** covenants and agrees to and does indemnify, hold harmless and defend **CITY**, its officers, agents, servants, and employees, from and against any and all claims or suits for property damage or loss, including damage or loss to **PERMITEE'S** property, and/or personal injury, including death, to any and all persons, of whatsoever kind or character, whether real or asserted, arising out of or in connection with the activity of **PERMITEE**, or **PERMITEE'S** contractors, employees, and **PERMITEE** hereby assumes all liability and responsibility of **CITY**, its officers, agents, servants, and employees for such claims and suits.

**SECTION 2. PERMITEE** shall assume and does assume all responsibility, and agrees to pay **CITY** for any and all injury or damage to **CITY'S** property, easements, or improvements, including those of any utility, and specifically including all streets, curbs, and the surface of the easements and drainage right-of-way areas, arising out of or in connection with any and all acts or omissions of **PERMITEE**, its agents, servants, employees, contractors, subcontractors, licensees, or invitees.

**SECTION 3. CITY** shall in no way, nor under any circumstances, be responsible for any property belonging to **PERMITEE**, its, agents, servants, employees, contractors, subcontractors, licensees, or invitees, which may be stolen, destroyed, or in any way damaged, except for actual damage or destruction done to property caused by negligent actions of **CITY**, its officers, agents, or employees, which negligence would give rise to a cause of action under the Texas Tort Claims Act, and which damages shall be limited to actual damages, and not include damage or loss to **PERMITEE'S** business and resulting lost profits or revenues. **CITY** is not responsible for theft or damage to **PERMITEE'S** property caused by vandals or third persons under any circumstances.

**SECTION 3A. CITY** shall remove the portions of the Airport perimeter fence to provide **PERMITEE** access to work site. Airport Operations shall perform the fence removal and replacement work. **PERMITEE** shall, upon completion of the Statement of Work, lay sod on any

airport property or right of way adjacent to the work site that was disturbed during the work performed. **PERMITEE** shall water the sod sufficiently until which time the sod has taken root and can sustain on its own. Watering shall be once per day for the first month and then weekly for a minimum of two (2) months.

**SECTION 4. PERMITEE** acknowledges that the use of the heavy equipment might cause damage to the street, curb, or any improvement or structure in the street, drainage easements or rights of way, and specifically by this instrument agrees to be responsible for any damages to **CITY** property or items for which **CITY** is responsible for maintenance or repair, and for any damage to utilities or landscaping in such properties, easements or rights of way. **PERMITEE** agrees that it will take action to make claim against its insurance coverage in the event of such damage. Said insurance coverage shall name **CITY** as an additional insured and shall provide for a waiver of subrogation for any and all claims against **CITY**, its officers, agents, or employees. **PERMITEE** agrees that it shall properly regrade the surface of any area affected by its activities to the satisfaction of **CITY'S** Floodplain Administrator and that it will re-establish any grass damaged or destroyed during the activities.

**SIGNED** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**PERMITEE:**

BY: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGED AND RECEIVED BY:  
THE CITY OF GRAND PRAIRIE, TEXAS**

BY: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FROM:

BY: \_\_\_\_\_  
City Attorney