

STANDARD UTILITY AGREEMENT

County: Fort Bend
Project No.: TxDOT CSJs 1415-03-010 & 0543-03-067
Project Title: Crabb River Rd from Rabbs Bayou to just S of LCISD Complex
ExxonMobil Pipeline Company Pipeline Adjustment
Project Description: Extend 24" steel casing around existing 8" gasoline pipeline crossing the existing and proposed Crabb River Road (FM 762)

This Agreement by and between Fort Bend County, Texas, ("**County**"), acting by and through its Commissioners Court and duly authorized official and ExxonMobil Pipeline Company, ("**Owner**"), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the **County**.

WHEREAS, the **County** and the **State of Texas** have determined that it is necessary to make certain improvements to Crabb River Road, which said changes are generally described as follows: Roadway Improvements; and which will be subject to the approval of the Federal Highway Administration; and,

WHEREAS, the proposed Roadway Improvements will necessitate the adjustment, removal, replacement and/or relocation of certain facilities of **Owner** as indicated in the following statement of work: casing extension for existing gasoline pipeline, according to the following schedule:

Start Date: work shall commence within thirty (30) calendar days after the execution of this Agreement by both parties;

Completion Date: work shall be completed within fifteen (15) working days after the Start Date unless otherwise provided herein;

and such work as described more specifically in Exhibit A, **Owner's** Plans and Specifications; Exhibit B, Construction Cost Estimate (estimated at \$482,660.86), and Exhibit C, Schedule of Work and Estimated Date of Completion, all of which are hereto attached and incorporated herein for all purposes; and,

WHEREAS, the **Owner**, has provided sufficient legal authority to the **County** to establish an interest in properties affected by the above-mentioned Roadway Improvements. Said facilities are located upon such properties as indicated in Exhibit A; and,

WHEREAS, the **County**, upon receipt of evidence it deems sufficient, acknowledges **Owner's** interest in certain lands and/or facilities and determined it is appropriate to enter into an Agreement with **Owner** to govern the terms for participation in the costs of the adjustment, removal, replacement and/or relocation of certain of its facilities located upon the lands as indicated in Exhibit A, as well as documentation of **Owner's** interest in such lands shown in Exhibit D.

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

The **County** will pay for reasonable and necessary eligible costs incurred in the adjustment or relocation of **Owner's** facilities to the extent authorized under 23 CFR Part 645, Subpart A. The **County's** participation shall consist of 100% of the adjustment or relocation costs, to be reimbursed by the **State of Texas** at 90% of said costs.

The **Owner** agrees that the method to be used to develop the adjustment or eligible relocation costs shall be the actual direct and related indirect eligible costs accumulated in accordance with an established accounting procedure developed by the **Owner** and approved by the **County**.

Subject to the participation percentage as set out above, the **County** 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 one hundred percent (100%) of the eligible costs as shown in the final billing.

Reasonable and necessary bills for work completed herein shall be submitted to the **County** not later than ninety (90) days after completion of the work. Upon receipt of the final billing and conclusion of the audit, the **County** agrees to pay **Owner** one hundred percent (100%) of the eligible costs as indicated. The **County** shall make payment within forty-five (45) days of acceptance of the final billing.

Unless an item below is stricken and initialed by the **County** and **Owner**, this Agreement in its entirety consists of the following:

1. Standard Utility Agreement;
2. Plans and Specifications (Exhibit A);
3. Construction Cost Estimate (Exhibit B);
4. Schedule of Work and Estimated Date of Completion (Exhibit C);
5. Supporting Documentation (Exhibit D).
6. TxDOT Statement Covering Utility Construction Contract Work Form U-48 (Exhibit E).

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 **County**. All changes shall be documented on the **Owner's** "as-built" plans supplied to the **County**. **County** shall reimburse **Owner** for any additional cost or expense resulting from any delays waiting for **County's** written approval.

Upon execution of this Agreement, the **County** 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. **Owner** shall provide the **County** with forty-eight (48) hours written notice prior to proceeding with the adjustment or relocation and agrees to proceed in such a manner that will not result in avoidable delay or interference with the **County's** roadway construction. Should **Owner** by its actions cause interference or delay resulting in the imposition of damages upon the **County** by a third party, **Owner** agrees to be responsible for said damages. Such authorization to proceed shall constitute notice on the part of the **County** 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 eligible costs in accordance with the provisions of 23 CFR 645, Subpart A.

The **Owner** acknowledges to and for the benefit of the **County** and **State of Texas** that it understands the project under this Agreement is eligible for Federal-aid highway funds, and as such, requires that all of the iron, steel, and manufactured goods used in the project be produced in the United States ("Buy America Requirements"), including iron, steel, and manufactured goods provided by the **Owner** pursuant to this Agreement.

The State Auditor may conduct an audit or investigation of any entity receiving funds from the **County** 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. An entity that is the subject of an audit or investigation must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.

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 the **County** and any time up to the date that work under this Agreement has been authorized. **County** shall reimburse **Owner** one hundred percent (100%) of all reasonable and necessary cost incurred by **Owner** up to the date of receipt of Notice of Cancellation.

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

It is expressly understood that the **Owner** conducts the adjustment, removal, replacement and/or relocation at its own risk, and that the **Owner** agrees to indemnify and hold the **County** 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.

SM
OWNER

Utility:

Exxon Mobil Pipeline Company
ExxonMobil Pipeline Company

By:

[Signature]
Christopher Hinson, ROW Manager

Date:

8/31/18

EXECUTION RECOMMENDED:

COUNTY

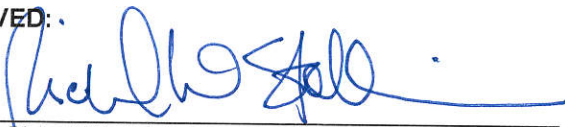
By: _____
Robert E. Hebert, County Judge

Date: _____

ATTEST:

By: _____
Laura Richard, County Clerk

APPROVED:

By: 

Richard W. Stolleis, P.E., County Engineer

APPROVED AS TO LEGAL FORM:

By: _____
Marcus D. Spencer, First Assistant County Attorney

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ _____ to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant, County Auditor

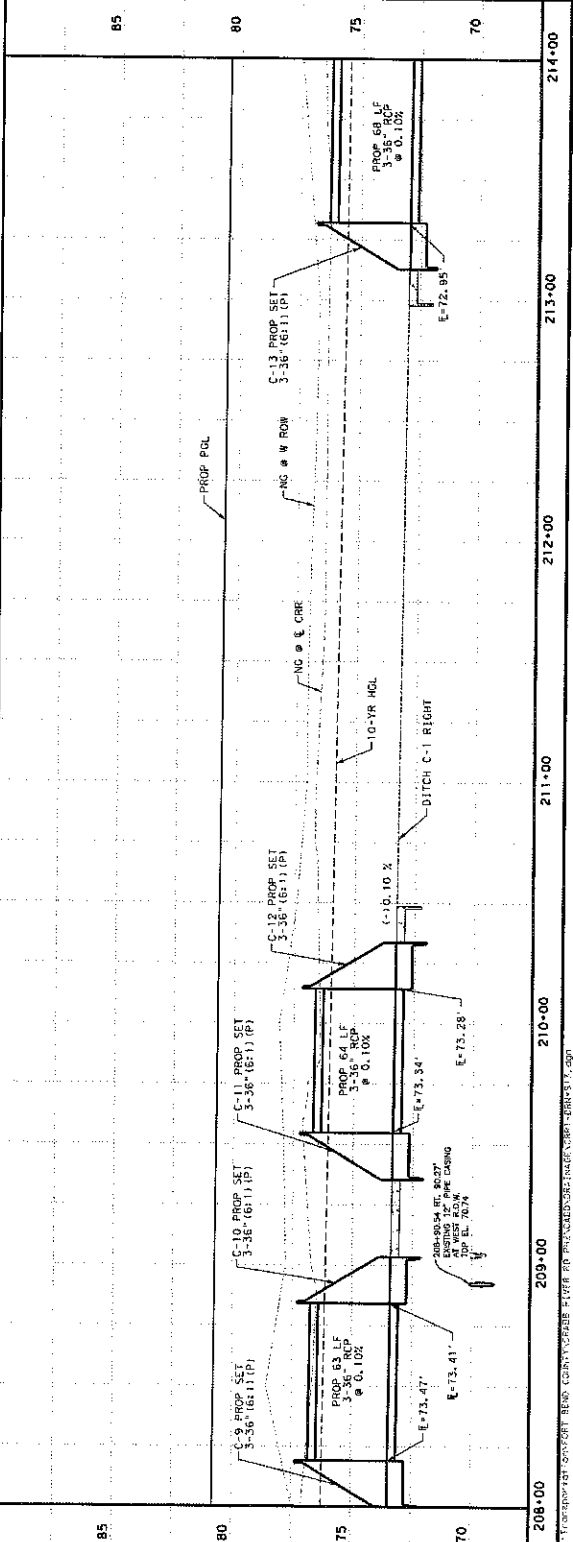
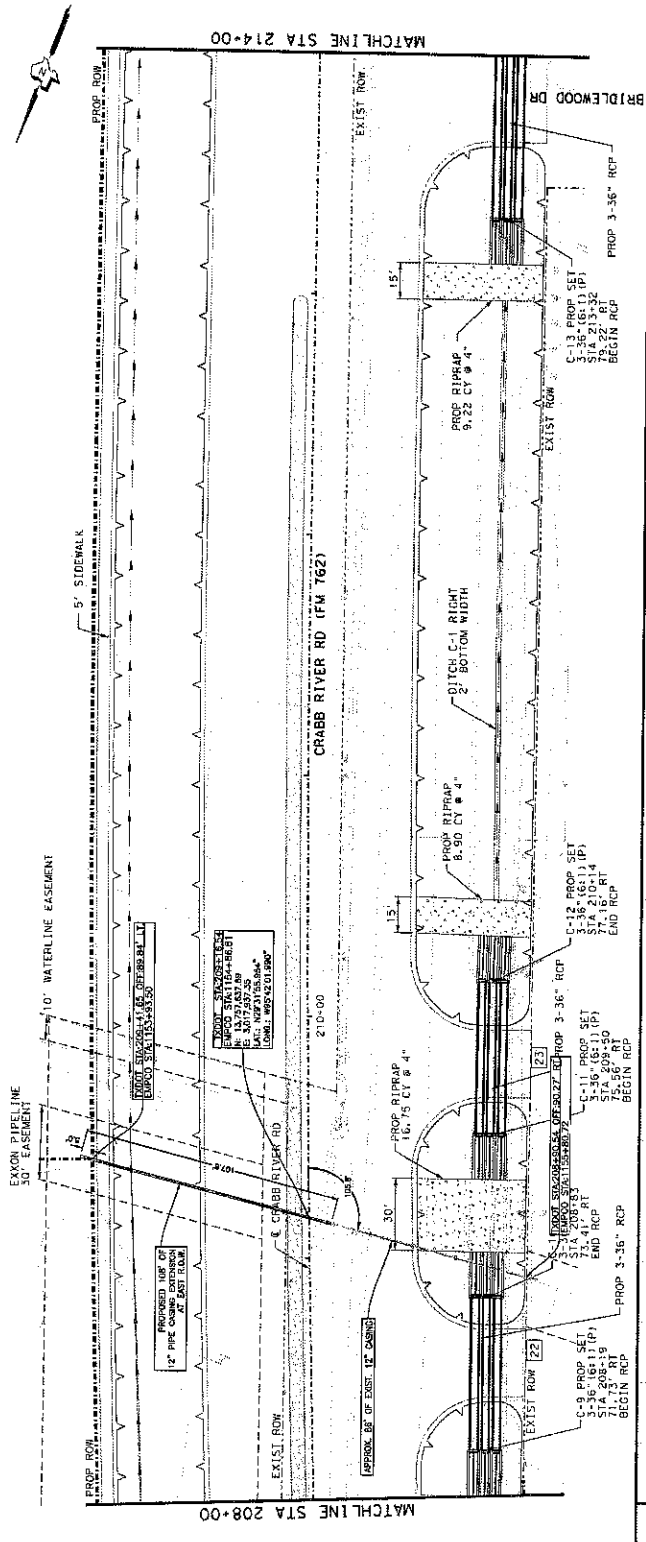
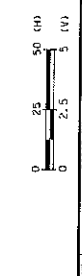
EXHIBIT A

Plans and Specifications

LEGEND

- CURB INLET W/ EXTENSION
- GRATE INLET
- MANHOLE
- SAFETY END TREATMENT (SET)
- STORM SEWER PIPE
- DITCH FLOWLINE
- DITCH TOE
- DITCH HIGHBANK
- 10-YR HCL
- XX DRIVEWAY NUMBER

- NOTES:**
1. ALL STATIONING IS TO THE S. CRABB RIVER ROAD UNLESS OTHERWISE NOTATED.
 2. ALL PIPE LENGTHS ARE ACTUAL LENGTHS.
 3. REFER TO UTILITY SHEETS FOR UTILITY LEGEND.



S. Oliver & Associates, L.P.
 Surveying & Engineering - Mapping
 10000 Katy Freeway, Suite 1000, Houston, TX 77058
 (713) 865-1000
 www.soliverandassociates.com

ExxonMobil Pipeline Company
 ENGINEERING SPECIALISTS HOUSTON, TEXAS

EMPCO 12" EXISTING CASING
 AT
 TXDOT STA. 208+90.54

CRABB RIVER ROAD
 EMPCO PIPELINE CROSSING SOUTHBOUND
 PLAN AND PROFILE
 208+00 TO 214+00

SHEET 2 OF 2

CR
 TEXAS
 FTD 0543 03 1067, ETC

208+00 209+00 210+00 211+00 212+00 213+00 214+00

85 80 75 70

EXHIBIT B

Construction Cost Estimate

EXXONMOBIL PIPELINE COMPANY
ESTIMATE OF EXPENDITURES CHARGEABLE TO OTHERS
Q277 AND 3RD PARTY DAMAGE REIMBURSABLE PROJECT

DATE: 5/27/18		APP NO:	
LOCATION OF WORK: FM 762 Roadway Reconstruction			
COMPLETE DESCRIPTION OF WORK TO BE PERFORMED & REASON: Excavate 1-8" pipeline. Remove existing casing, vent, and end seals. Inspect and repair pipe coating. Install spacers and extend the casing on the pipeline (approximately 106' on the east side of FM 762 in Ft Bend County). Install new end caps and vent pipes and link seals. Pump casing with Indrawax 8070. Install new test stations on pipeline. Backfill all excavations to 95% compaction. This work is for TxDOT's reconstruction and widening of FM 762 (Crabb River Rd) in Fort Bend County, TX			
EXPENSES REIMBURSED BY:			
THIS ESTIMATE GOOD FOR 90 DAYS.			
QUANTITY	COMPANY LABOR	AMOUNT	TOTAL
	DESCRIPTION # DAYS DAY RATE		
	Engineer Tech C 15 \$528.24	\$7,923.60	
			\$7,923.60
	PERSONAL EXPENSES OF COMPANY EMPLOYEES		
	OUT-OF-TOWN EXPENSES OTHER: # DAYS DAY RATE		
			\$0.00
	COMPANY VEHICLE AND EQUIPMENT EXPENSE		
	Engineer Tech Vehicle # DAYS DAY RATE		
	15 \$50.00	\$350.00	
			\$350.00
	MATERIALS		
	PIPE (INCLUDING FREIGHT) PER FOOT		
220	12.750" ID x .375 Wall x 10 Ft. Long half sole * American Made *	\$52.58	\$11,567.60
1	2" STD weld Cap * American Made *	\$20.00	\$20.00
2	8"x12" end seals * American Made *	\$118.09	\$236.18
12	8"x12" spacers * American Made *	\$22.25	\$267.00
			\$12,090.78
			\$0.00

QUANTITY	CONTRACT LABOR AND EQUIPMENT	AMOUNT	TOTAL
	ITEM # DAYS RATE		
	Labor Cost 6	\$86,854.00	
	Per Diem 6	\$0.00	
	Eqpt Cost 6	\$50,808.00	
	Misc. Tools 6	\$18,468.00	
	Sub-Contract 6	\$189,805.00	
	Material 6	\$6,050.00	
			\$351,785.00
	CONTRACT HAULING		
	TRIPS RATE		
			\$0.00
	MISCELLANEOUS ITEMS		
	American Piping Inspection This is to check the pipes integrity prior to installing the casing	\$7,958.25	
	Sunland Construction This is to gel fill the casing	\$17,730.00	
	RIGHT OF WAY EXPENSES		\$25,886.25
	PROPERTY DAMAGE EXPENSE		\$4,381.75
	PAYROLL BURDEN & WELFARE EXPENSE (\$5.3% OF COMPANY LABOR)	\$4,381.751	\$402,217.38
	ADMINISTRATIVE OVERHEAD (20% of SUB-TOTAL)	\$80,443.48	
			\$80,443.48
	SUB-TOTAL		\$482,660.86
	CONTINGENCY 0 % OF SUB-TOTAL		\$0.00
	TOTAL ESTIMATED EXPENDITURES		\$482,660.86
	PREPARED BY: Ray Lambeth	100 % REIMBURSABLE	\$482,660.86

BID PROPOSAL

Don Leonard
713-254-1740



Office
281-482-6200

607 CR 129D
Alvin Texas 77511

Fax
281-482-0648

Company: Exxon/Mobil
Job Name: Crabb River Rd.
Location: Rosenberg

DATE: 5/10/18

Estimated Start Date _____
Estimated Finish Date _____
Estimated No of Days to Complete 12

Labor Cost	\$86,854
Per Diem	\$0
Eqpt Cost	\$50,608
Misc. Tools	\$18,468
Sub-Contract	\$189,805
Material	\$6,050
TOTAL	\$351,785

LABOR

QTY	RATE	DESCRIPTION	1	2	3	4	5	6	7	8	9	
1	\$64.04	Superintendent S.T.	8	8	8	8	8	8	8	8	40	\$6,148
1	\$79.56	Superintendent O.T.	6	6	6	6	6	6	6	30		\$5,728
	\$52.47	Painter Foreman S. T										\$0
	\$64.36	Painter Foreman O. T.										\$0
	\$30.63	Painter/ Sandblaster S.T.										\$0
	\$35.64	Painter/ Sandblaster O.T.										\$0
1	\$38.34	Foreman S.T.	8	8	8	8	8	8	8	40		\$3,681
1	\$45.78	Foreman O.T.	6	6	6	6	6	6	6	30		\$3,296
4	\$29.35	Laborer S.T.	8	8	8	8	8	8	8	40		\$11,270
4	\$33.95	Laborer O.T.	6	6	6	6	6	6	6	30		\$9,778
1	\$29.35	Truck Driver S. T.	8	8	8	8	8					\$1,174
1	\$33.95	Truck Driver O. T.										\$0
2	\$38.34	Eqpt Operator S.T	8	8	8	8	8	8	8	40		\$7,361
2	\$45.78	Eqpt Operator O.T.	6	6	6	6	6	6	6	30		\$6,592
2	\$57.61	Welder S.T.	8	8	8	8	8	8	8	40		\$11,061
2	\$71.11	Welder O. T.	6	6	6	6	6	6	6	30		\$10,240
2	\$29.35	Welder Helper S. T.	8	8	8	8	8	8	8	40		\$5,635
2	\$33.95	Welder Helper O. T.	6	6	6	6	6	6	6	30		\$4,889
	\$74.96	Safety Supervisor S.T										\$0
	\$93.91	Safety Supervisor O.T										\$0
		TOTAL										\$86,854
	\$130.00	Per Diem										\$0

EQUIPMENT

QTY	HOURLY RATE	DESCRIPTION	1	2	3	4	5	6	7	8	9	
	\$74.00	312 Trackhoe										\$0
	\$84.00	320 Track hoe										\$0
1	\$102.00	325 Cat Trackhoe	72	72								\$14,688
1	\$44.00	Rubber Tire Case 580 4WD or Rubber Track	72	72								\$6,336
	\$81.00	D-5 Dozer /w Winch										\$0
	\$19.00	1/2 Ton Pickup (Transport Operators & Fuel)										\$0
1	\$70.00	Haul Truck w/ Lowboy Trailer	40									\$2,800
1	\$38.00	Gang Truck/w Tools	72	72								\$5,472
1	\$30.00	Superintendent Truck	72	72								\$4,320

1	\$20.00	Operators Truck	72	72																\$2,880	
	\$26.00	Maintenance Truck w/Tools																		\$0	
	\$16.00	16' Bumper Pull Trailer																		\$0	
	\$17.00	20' Double Axle Trailer Trailer																		\$0	
	\$17.00	24' Gooseneck Trailer																		\$0	
	\$22.00	40' Gooseneck Trailer																		\$0	
	\$13.00	185 CFM Air Compressor																		\$0	
2	\$42.00	200 Amp Welding Rig for smaller Than 12"	84	84																\$14,112	
																				\$0	
																				TOTAL	\$50,608

MISCELLANEOUS TOOLS

QTY	DAILY RATE	DESCRIPTION	1	2	3	4	5	6	7	8	9			
1	\$600.00	Cargo Trailer 16' w/tools	12										\$6,000	
	\$127.00	Jeep / Holiday Delector											\$0	
	\$4.00	Skids											\$0	
40	\$19.00	8 x 16 Dragline Matts	12										\$9,120	
	\$54.00	Portable Air Compressor											\$0	
1	\$59.00	3" Water Pump	12										\$708	
	\$51.00	2" Water Pump											\$0	
	\$46.00	Weed Eater											\$0	
	\$10.00	Baricades											\$0	
	\$52.00	Chain Saw											\$0	
	\$15.00	Line Up Clamps to 12"											\$0	
	\$84.00	Reed Pipe Cutter 10" to 20"											\$0	
	\$97.00	Reep Pipe Cutters 24" to 26"											\$0	
	\$54.00	1" Impact											\$0	
	\$23.00	Gas Burners											\$0	
	\$28.00	Beveling Machine to 12"											\$0	
	\$43.00	Beveling Machine 14" - 20"											\$0	
	\$79.00	Spray Paint Equipment											\$0	
	\$79.00	Sand Blaster											\$0	
12	\$10.00	Flame Retardant Clothing (FRC's)	12										\$1,440	
	\$33.00	Pipe Stringing Cable & Dogs											\$0	
2	\$50.00	Gas Monitor	12										\$1,200	
													TOTAL	\$18,468

Sub-Contract:

Company Name	Job	Amount
1 PCI	Hydro Ex.	\$168,550.00
2 JMR	Hual Truck	\$4,000.00
3		\$0.00
4		\$0.00
5		\$0.00
6		\$0.00
7		\$0.00

Total Sub Contract \$172,550.00
 10% Third Party Handling \$17,255.00
 Total Sub Contract + 10% \$189,805.00

Materials:

Vendor	Material	Amount
1 Baytown Sand Select Fill		\$4,000.00
2 NTS	Shoring	\$1,500.00
3		\$0.00
4		\$0.00

Total Material \$5,500.00
 10% Third Party Handling \$550.00
 Total Material + 10% \$6,050.00

EXHIBIT C

Utility's Schedule of Work and Estimated Date of Completion

Estimated Start Date: 9/17/2018

Estimated Duration: 15 Calendar Days

Estimated Completion Date: 10/5/2018

EXHIBIT D

Supporting Documentation

Page Count _____

Document _____

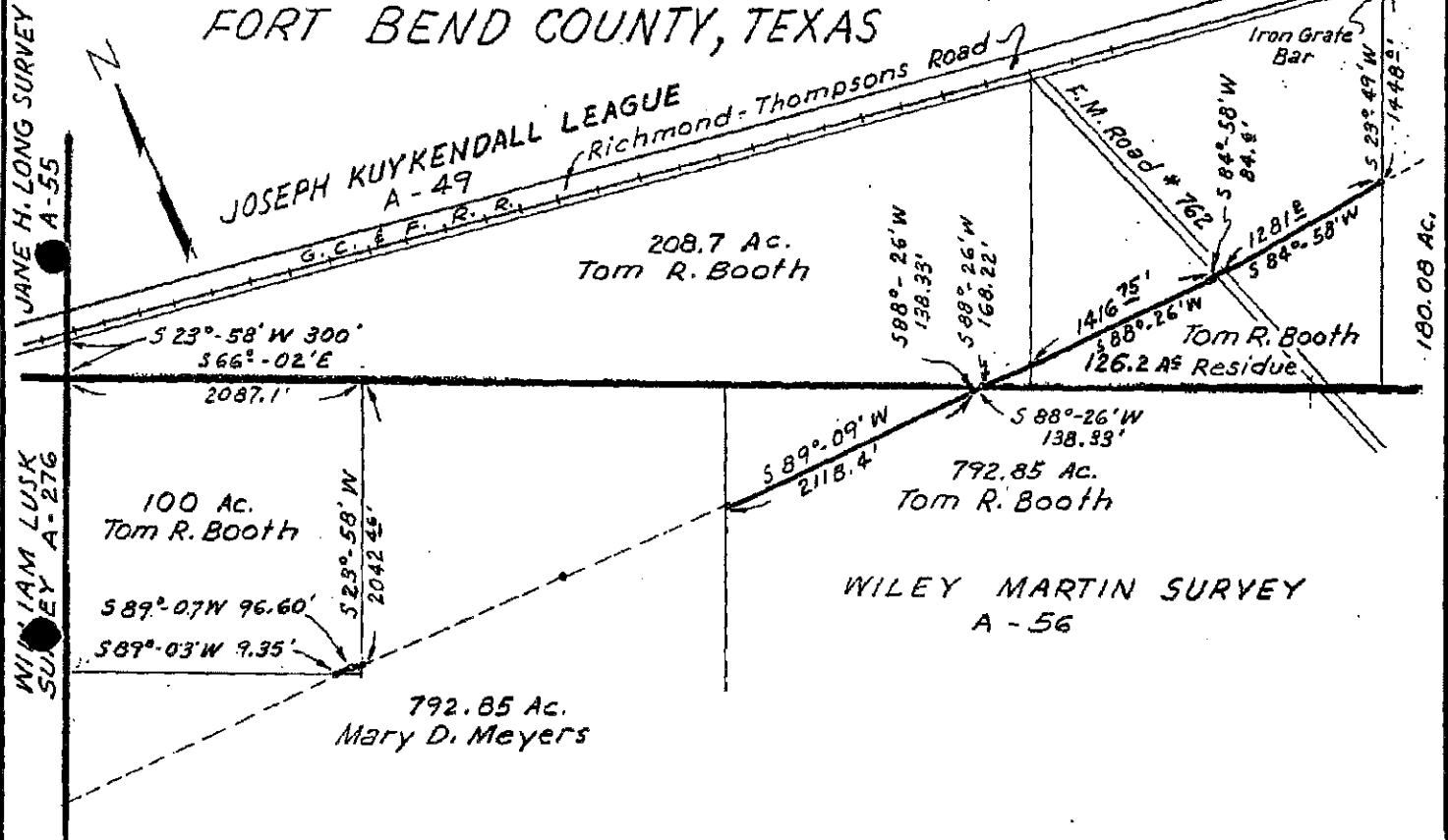
Date _____

PLT



PLATS

FORT BEND COUNTY, TEXAS



REVISED	DATE	DESCRIPTION	DRAWN	CHECK'D	APPROVED
		07/19	T.M.G		

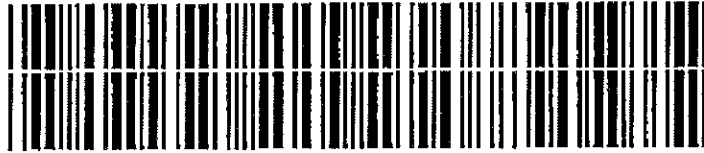
EXXON PIPELINE COMPANY
 ENGINEERING DEPARTMENT HOUSTON, TEXAS
 BAYTOWN - SAN ANTONIO
 AUSTIN PRODUCTS LINE
 ACROSS TOM R. BOOTH
 TRACTS
 FORT BEND COUNTY, TEXAS
SCALE 1/4"=1000' DATE 11-27-71 A 11572

Page Count _____

Document _____

Date _____

EM



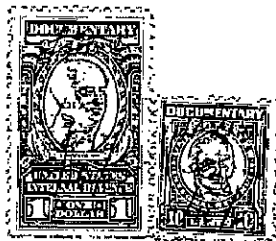
EASEMENT

EST. OF TOM R. BOOTH
TO # 131177 R.W.E.
HUMBLE PIPE LINE CO.

RIGHT OF WAY EASEMENT

THE STATE OF TEXAS
COUNTY OF FORT BEND

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of Ten Dollars (\$10.00) and other valuable and adequate considerations in hand paid, receipt of which is acknowledged, and the provisions hereinafter set forth, undersigned grantor (whether one or more), does hereby GRANT, SELL, CONVEY AND WARRANT unto HUMBLE PIPE LINE COMPANY, a Delaware Corporation, its successors and assigns, the right of way, easement and privilege to lay, construct, install, maintain, operate, protect, repair, inspect, alter, renew, replace, remove, change the size of, (but not to increase the size of) at will and in whole or in part, one pipeline and appurtenances, (all of which shall be underground) for the transportation of oil, gas and water and their products under, across and through the following described land in Fort Bend County, Texas:



P. J. Luling #116

Tract I: A thirty (30) foot right of way strip, the centerline description of said pipe line easement across Tom R. Booth, 126.2 acre (Residue) and 208.7 acre tracts located in Joseph Kuykendall League A-49, and 792.85 acre tract located in Wiley Martin Survey A-56, Fort Bend County, Texas, is described as follows:

Beginning at an iron grate bar set at the intersection of G. C. & S. F. R. R. Company's South right of way line and the East line of Tom R. Booth Residue of 126.2 acre tract located in Joseph Kuykendall League A-49, Fort Bend County, Texas, and being more fully described in deed executed by Mary Lancaster et vir to Thomas R. Booth dated June 14, 1906, recorded in Volume 32, Page 542, Deed Records, Fort Bend County, Texas.

THENCE South 23 deg. 49 min. West 1448.0 feet along said East line to a point for the place of beginning of hereinafter described centerline of said pipe line.

THENCE South 84 deg. 58 min. West 1281.2 feet to a point in the Northeast right of way line of F.M. Road No. 762.

THENCE continuing South 84 deg. 58 min. West 84.6 feet to a point in the Southwest right of way line of said F.M. Road No. 762.

THENCE continuing South 84 deg. 58 min West 34.7 feet to a point.

THENCE South 83 deg. 26 min. West 1416.75 feet to a point in the West line of said Booth Residue of 126.2 acre tract being also the East line of Thomas R. Booth 208.7 acre tract, being more fully described in deed executed by W. R. Booth to Tom R. Booth, dated June 7, 1899, recorded in Volume 15, Page 239, Deed Records, Fort Bend County, Texas.

THENCE continuing South 83 deg. 26 min. West 168.22 feet to a point in the South line of said Booth 208.7 acre tract, and Joseph Kuykendall League A-49; being also the North line of Wiley Martin Survey A-56 and the North line of Tom R. Booth 792.85 acre tract more fully described in partition deed executed by Mary D. Myers et al to Tom R. Booth et al, dated March 28, 1932; recorded in Volume 137, Page 553, Deed Records, Fort Bend County, Texas.

THENCE continuing South 83 deg. 26 min West 138.33 feet to a point.

THENCE South 89 deg. 09 min West 2118.4 feet to a point in the West line of said 792.85 acre tract being, also the East line of Mary D. Myers 792.85 acre tract being, also the East line of Mary D. Myers 792.85 Acre tract, crossing Tom R. Booth et al Tract I a total distance of 5157.6 feet or 312.58 rods.

ABR
278

Tract II: A thirty (30) foot right of way strip, the centerline description of said pipe line easement across Tom R. Booth 100.00 acre tract of land located in the Northwest corner of Wiley Martin Survey A-56, Fort Bend County, Texas.

Beginning at the intersection of G. C. & S. F. R. R. Company's South right of way line with the West line of Joseph Kuykendall League A-49, said West line being also the East line of Jane H. Long Survey A-55.

THENCE South 23 deg. 58 min. West 300.00 feet to a point for the Northwest corner of said 100.00 acre tract and the common corner of Jane H. Long Survey A-55, Joseph Kuykendall League A-49, William Lusk Survey A-276, and Wiley Martin Survey A-56.

THENCE South 66 deg. 02 min. East 2087.10 feet along the North line of Wiley Martin Survey A-56 and said 100 acre tract, being also the South line of Joseph Kuykendall League A-49 and Tom R. Booth 208.7 acre tract, to a point for the Northeast corner of said Tom R. Booth 100.00 acre tract.

THENCE South 23 deg. 58 min. West 2042.46 feet along the East line of said 100.00 acre tract to a point for the place of beginning of hereinafter described centerline of said pipe line.

THENCE South 89 deg. 07 min. West 96.60 feet to a point.

THENCE South 89 deg. 03 min. West 9.35 feet to a point in the South line of said 100.00 acre tract, crossing Tom R. Booth 100.00 acre tract II a total distance of 105.95 feet or 6.42 rods.

Crossing Tom R. Booth 126.2 acre (Residue) 208.7 acre, 792.85 acre, and 100 acre tracts a total distance of 5263.55 feet or 319.0 rods.

5157.6
105.95

5263.55

TOGETHER WITH the right of ingress and egress
in, upon and along said right of way strip for
the purpose of laying, constructing, installing,
maintaining, operating, protecting, repairing,
inspecting, altering, removing, renewing and replacing
said pipeline, and together with the right to cut,
trim and remove, now or hereafter, bushes, trees
and all other obstructions which may interfere
with the rights herein granted; provided however
that Grantor has some nice trees along said right
of way strip, and Grantee agrees to remove only
the trees that are necessary to be moved in the
laying of said line, and to leave as many of said
trees standing as is reasonably possible, but per-
mitting Grantee to lay, maintain and operate its
said pipeline. Such right of way shall be along
the above described right of way strip, and shall
be limited to fifty (50) feet in width, during con-
struction, and limited after construction to the
above described specific thirty (30) foot right of
way strips.

TO HAVE AND TO HOLD unto Grantee, its suc-
cessors and assigns, so long as the rights and
easement herein granted shall be used by Grantee,
its successors or assigns, for the purposes here-
in granted.

Grantee shall be liable to Grantor for all
damages by reason of any injury or injuries to the
growing crops, (~~excepting only~~ _____
_____) pasturage, fences, ro-
ads, or other property of Grantor on or about said
land, the liability for such damages and the amount
of said damages, in the event of disagreement bet-

BBB
KBB

ween Grantor and Grantee, to be determined by a Board of Arbitration, consisting of three (3) persons, (residents of Fort Bend County, Texas) one of whom shall be selected by Grantor, and one of whom shall be selected by Grantee, and the two (2) persons thus selected shall select the third person. A decision of such Board of Arbitration, or a majority thereof, given in writing, shall be final and binding upon the parties hereto.

The easement herein granted is without the right on the part of the Grantee to construct and maintain any fences separating the lands covered by such easement from other lands of the Grantor, and that none of the valves or pipe or appurtenances to said pipe line shall be located on the surface of said land, (except as hereinafter permitted) and such easement is granted upon the condition that upon any abandonment of the use of said easement right of way for the purposes herein granted, or complete cessation of such use thereof and maintenance or operation of said pipeline for a continuous period of Twelve (12) months, said easement shall terminate and all rights herein granted shall thereupon revert to the Grantor, their heirs or assigns.

The said Grantor is to fully use and enjoy the said premises, except for the purposes herein granted to the said Grantee, and provided the said Grantor shall not construct nor permit to be constructed any house, structures or such obstructions on or over, or that will interfere with the maintenance or operation of the pipe line constructed hereunder, and will not change the grade over

such pipe line. The Grantee obligates itself to bury its pipe line along the route of the easement herein granted, so as not to interfere with any use made ^{By GRANTOR} of the surface of said lands, subject to Grantee's pipe line operations, and so as not to interfere with the surface drainage of said lands; and in this connection, the Grantee hereby obligates itself to pay any damages occurring or resulting to the Grantor, as well as any tenants of the Grantor, from the constructing, laying, maintaining, operating and removing of said pipe line, excepting that advance construction damages have been paid to Grantor for the laying of said line.

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Grantee agrees and obligates itself at the point where the right of way crosses and fences of Grantor, to properly brace said fences, both ways, before cutting the wires, with two eight (8") ince top vertical posts placed and braced as will be shown on sketch hereto attached marked "Requirements of T. W. Booth for corner post and bracing of fences"; so as not to slack the wires in said fences, and also agrees to repair and replace any fence line upon lands of the Grantor, the removal of which might become necessary in constructing of said pipe line, and to re-install a good barbed wire fence, and hog wire fence, (at the places where hog-wire fence now is) as before entry by Grantee, at the place where said right of way crosses Grantor's fence line, and to keep and maintain such portion of said fences in repair after any entrance is made along said ease-

ment right of way by employees and agents of the Grantee, its successors and assigns, at any time during the existence of said easement.

Grantor, his heirs and assigns, reserve the right to extend irrigation canals, drainage ditches, railroad spur tracks, and roads or streets, across the right of way strip, and also reserve the right to extend public utilities on said roads and streets; all of same, however, to be so located as not to interfere with the construction, maintenance, operation, repair, alteration, replacement or removal of said pipe line by Grantee.

The consideration recited in the first paragraph of this right of way agreement has been paid to Grantor, and accepted by them, as payment for the right of way herein conveyed, and severance damages. It is agreed and understood that the Grantee has not paid to Grantor, and Grantee hereby agrees to pay to Grantor, at Richmond, in Fort Bend County, Texas, within sixty (60) days after said pipe line has been constructed the following items of damage or payments, and agrees also to do and to perform the following things:

- (1) Grantee agrees to reasonably level said right of way strip in such a manner that surface or rain water may pass, and flow undisturbed and unimpeded from Grantor's field or pasture on one side of said right of way strip to the other side of said right of way strip; and Grantee agrees to restore all drains, levees and laterals, field roads and fences to their original condition, and where said pipe line cross major drain ditches or

bayous, to reasonably level the surface so that drain or rain water may flow unimpeded along said right of way and into said major drain ditches or bayous, and to use and continue to use such reasonable measures thereafter to prevent erosion and washing in the areas on either side of said major drain ditches or bayous.

(2) Grantee shall also pay to Grantor any damages to any other property of Grantor, outside of the easement strip, caused by Grantee, its agents, servants, employees or sub-contractors.

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(3) Grantee agrees to bury its pipe line so that the top thereof is at least thirty (30") inches below the surface of the land and at least the same depth below drainage ditches, bayous and roads. Where the width or depth of existing ditches or bayous renders it impracticable to bury the line at the minimum depth above provided, Grantee shall construct its pipe line a sufficient distance under such ditches or bayous so as not to obstruct the same. After completion of construction operations, the surface over the pipe line will be filled, graded and restored as near as practicable to its original level.

(4) Upon Completion of its construction operations across the above described tract, Grantee is permitted to place a colored post or marker at all points where its pipe line crosses and existing road or fence line, but is not permitted to have any of its pipes, appurtenances, valves or appliances on the surface of said land; except for venting requirements, at public roads, as required by law.

(5) Grantee has no rights of ingress and egress on Grantor's property, except as above permitted.

(6) In the event Grantee contracts for the construction, replacing, removal or repair of said pipe line, the Grantee shall nevertheless remain primarily liable for the fulfillment of its obligations as herein stated.

(7) After the construction of said pipe line, in event that Grantee shall hereafter repair, reconstruct, maintain, alter, remove, or replace said pipe line, that in so doing it shall be liable to Grantor (or any tenant of Grantor) for any damages caused to livestock, crops or any other property of Grantor located on said right of way, and also for any damages to any land or property of Grantor, located off of the right of way strip, caused by Grantee, its agents, servants, employees, or sub-contractors, if any.

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(8) Grantee agrees to use all reasonable efforts to return said land to its original condition, as nearly as reasonably possible, as before entry by Grantee. A provision has been made by Grantee and agreed upon by Grantors, for the mowing and shredding of grass and vegetation, under which there is no obligation on Grantee to mow or shred.

(9) Grantor has, over a period of years, preserved and protected deer and wild game and the lands in this area reea a virtual game preserve, deer and wild game abounding in great numbers; and it is therefore agreed, and here now provided, that neither Grantee, its agents, servants, employees,

or sub-contractors, or any agents, servants, employees or sub-contractors of any of them shall at any time bear, or have in their possession, or carry within any truck or vehicle, anywhere upon the lands of Grantor, any pistol, shotgun, rifle, or firearms of any kind; and said persons shall not, and they are hereby expressly forbidden to hunt or kill deer or wild game in and along said right of way strip or on Grantor's lands; and it is here now especially agreed and provided that any such person or persons in violation hereof shall be considered trespassers and subject to such fines, penalties and forfeitures as the law permits, ~~and~~ ~~provisions~~ and the Grantee herein, its agents, servants, employees or sub-contractors agree to cooperate with Grantor in the arrest and prosecution of any person or persons in violation of the terms hereof.

(10) Without in any manner agreeing to the acquisition by Grantee, its successors or assigns, hereafter of any additional right of way strip across Grantor's land, however, it is specified, and in the event that Grantee, its successors or assigns, should hereafter seek to acquire an additional right of way strip across Grantor's land, that the consideration to be paid for said additional right of way strip, and damages shall in no event be less than the consideration, and damages paid for this easement.

This agreement and all the terms and provisions hereof shall be binding upon all parties hereto, their heirs, administrators, successors and assigns; the acceptance hereof by Grantee shall be sufficient evidence of the agreement by Grantee with all the terms and provisions hereof, and is executed in duplicate originals this 12 day of FEBRUARY, 1962.

ESTATE OF TOM R. BOOTH

BY Thomas W. Booth
Thomas W. Booth

BY Fredman I. Booth
Fredman I. Booth

BY Joe C. Wessendorf
JOE C. WESSENDORF
INDEPENDENT EXECUTORS
AND TRUSTEES OF TOM R.
BOOTH, DECEASED

HUMBLE PIPE LINE COMPANY,
GRANTEE
BY H. J. Davis FORM APPROVED
Vice-President or BY KER
Authorized Officer



CERTIFICATE OF AMENDMENT

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OF

CERTIFICATE OF INCORPORATION

Humble Pipe Line Company, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

FIRST: That at a meeting of the Board of Directors of Humble Pipe Line Company resolutions were duly adopted setting forth a proposed amendment to the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and calling a meeting of the stockholders of said corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that effective January 1, 1973, at 12:01 a.m. the Certificate of Incorporation of this Corporation be amended by changing the Article thereof numbered "FIRST" so that as amended said Article shall be and read as follows:

"The name of the Corporation is:
EXXON PIPELINE COMPANY"

BE IT FURTHER RESOLVED, that a special meeting of the stockholders of this corporation be and it hereby is called to be held at the office of the corporation at 800 Bell Avenue, Houston, Texas, on the 13th day of November, 1972, at 10:00 o'clock in the morning, to take action upon the said resolution and that ten (10) days' written notice of the said meeting be given personally to the stockholders by the Secretary of the Corporation.

SECOND: That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of said corporation was duly called and held, upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

THIRD: That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

FOURTH: That this Certificate of Amendment of the Certificate of Incorporation shall be effective on January 1, 1973.

IN WITNESS WHEREOF, said Humble Pipe Line Company has caused this certificate to be signed by S. Brown, its Vice President, and attested by Frank R. Clark, Jr., its Secretary, this 13th day of November, 1972.

HUMBLE PIPE LINE COMPANY

By S. Brown
Vice President

ATTEST:

By Frank R. Clark, Jr.
Secretary

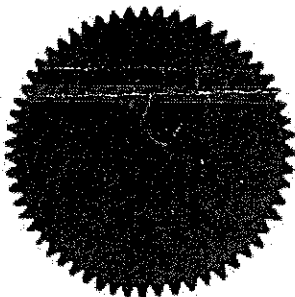
State of Delaware



Office of Secretary of State

J. Walton H. Simpson, Secretary of State of the State of Delaware,
do hereby certify that the above and foregoing is a true and correct copy of
Certificate of Amendment of the "HUMBLE PIPE LINE COMPANY", as received and filed
in this office the eighteenth day of December, A.D. 1972, at 11 o'clock A.M.

In Testimony Whereof, I have hereunto set my hand
and official seal at Dover this eighteenth day
of December in the year of our Lord
one thousand nine hundred and seventy-two.



Walton H Simpson

Secretary of State

R N Edwell

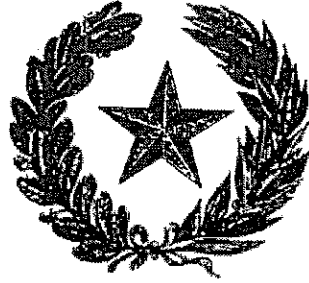
Att's Secretary of State

REC'D FOR RECORD

12-18

1972

LEO J DUGAN, Jr. Recorder



The State of Texas

SECRETARY OF STATE
AMENDED CERTIFICATE OF AUTHORITY
OF

EXXONMOBIL PIPELINE COMPANY
FORMERLY: EXXON PIPELINE COMPANY

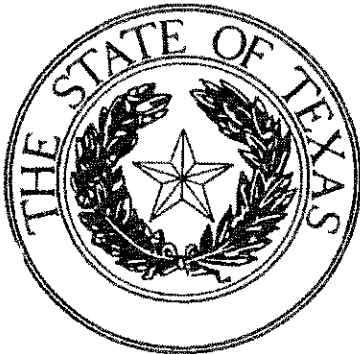
The undersigned, as Secretary of State of Texas, hereby certifies that an application of the above named entity for an Amended Certificate of Authority to transact business in this state, has been received in this office and is found to conform to law.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Amended Certificate of Authority to transact business in this state under the name of

EXXONMOBIL PIPELINE COMPANY

and attaches hereto a copy of the Application for such Amended Certificate.

Dated: January 12, 2000
Effective: January 12, 2000



Elton Bomer
Secretary of State

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
EXXON PIPELINE COMPANY

EXXON PIPELINE COMPANY, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of said corporation, at a meeting duly convened and held, adopted the following resolution:

RESOLVED that the Board of Directors deems and hereby declares it advisable that the corporation's Certificate of Incorporation be amended by changing the Article thereof numbered "FIRST" so that, as amended, said Article shall be and read as follows:

FIRST: The name of the corporation is ExxonMobil Pipeline Company.

SECOND: That the said amendment had been consented to and authorized by the holders of a majority of the issued and outstanding stock entitled to vote by written consent given in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware.

FOURTH: That the effective date of the aforesaid amendment is January 1, 2000.

IN WITNESS WHEREOF, said corporation has caused this Certificate to be signed by R. A. Rabinow, President, this 17 day of December, 1999.



R. A. Rabinow
President

EXHIBIT E

Statement Covering Utility Construction Contract Work
TxDOT Form U-48



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

U-Number: U-15371

ROW CSJ Number: 0543-03-074 District: Houston
County: Fort Bend Highway No.: FM 762
Federal Project No.: N/A

I, Christopher Hinson, a duly authorized and qualified representative of ExxonMobil Pipeline Company, 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...
B. Solicitation for bids is to be accomplished by circulating to a list of pre-qualified contractors...
C. The work is to be performed under an existing continuing contract...
D. The utility proposes to contract outside the foregoing requirements...
E. The utility plans and specifications, with the consent of the State, will be included in the construction contract...



4/10

Signature [Handwritten Signature]
ROW Manager
Title

Date 6/7/18

Contact/Help