

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
DCP Intrastate Network Pipeline Adjustment
Project Description: Replace and lower 830 ft of 16 in dia steel natural gas 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 DCP Intrastate Network, LLC, ("**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 sixteen (16) calendar days after the Start Date unless otherwise provided herein;

and such work as described more specifically in **Owner's** Plans and Specifications, Construction Cost Estimate (total cost estimated at \$327,633.68) and Schedule of Work and Estimated Date of Completion, attached hereto as Exhibits A, B, and C, respectively. 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 the percentage of the eligible cost of the adjustment or relocation as shown in the Eligibility Ratio calculation in Exhibit B.

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 prescribed by the Eligibility Ratio calculation in Exhibit B, which shall be shown on 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** the amount given in the Eligibility Ratio calculation in Exhibit B, 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. Statement Covering Utility Construction Contract Work, TxDOT 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.

OWNER

Utility: Travis L. Hammons, Attorney-in-Fact,
DCP Intrastate Network, LLC
DCP Intrastate Network, LLC

By: 
Travis L. Hammons, Attorney-in-fact

Date: 9/21/18

EXECUTION RECOMMENDED:

COUNTY

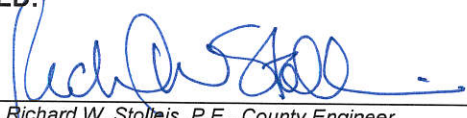
By: _____
Robert E. Hebert, County Judge

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

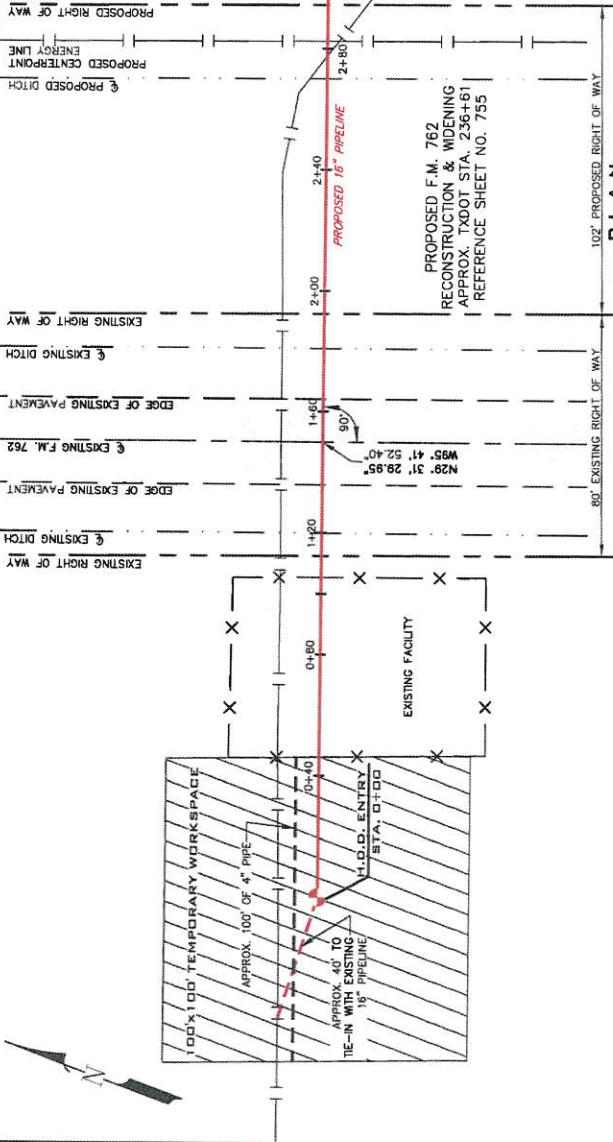
Plans and Specifications

NOTES:

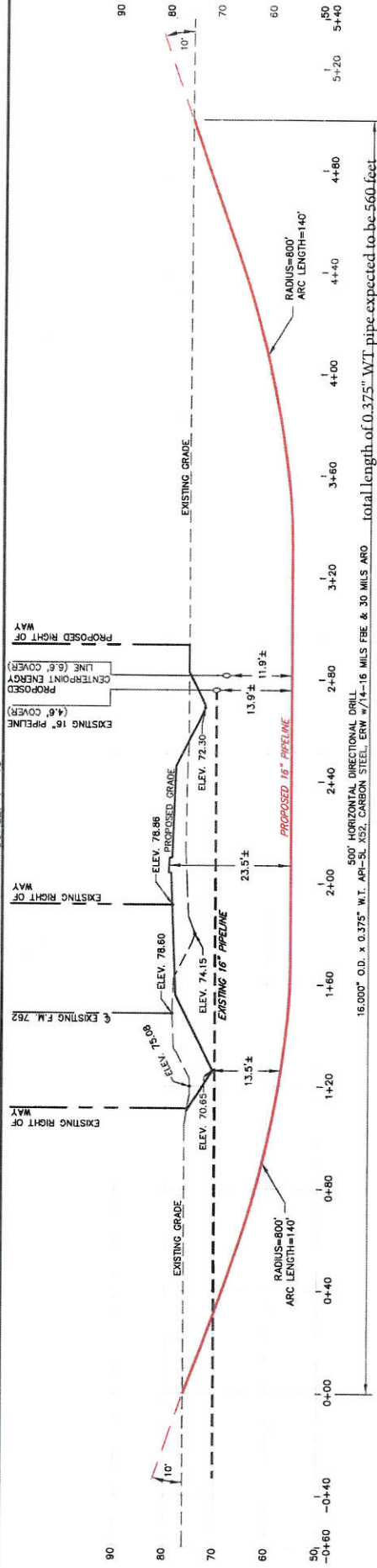
1. PIPE IS TO BE COATED WITH APPROVED EXTERNAL PROTECTIVE COATING, 14-16 MILS FBE & 30 MILS APO
2. PIPELINE MARKER TO BE INSTALLED AT EACH SIDE OF R.O.W.
3. CROSSING SHALL BE INSTALLED BY HORIZONTAL DIRECTIONAL DRILL
4. PRODUCT: NATURAL GAS
5. DESIGN PRESSURE: 808 PSIG
6. HEAVY WALL PIPE WILL EXTEND A MIN. OF 10' BEYOND EACH R.O.W.
7. CODE: DESIGN PER CFR 49 PART 192

Expected amounts of pipe to be used:

- 1) 560 ft. of 16", 0.375" WT
- 2) 130 ft. of 16", 0.312" WT
- 3) 100 ft. of 4", 0.237" WT



PLAN
SCALE: 1"=40'



PROFILE
SCALE: 1"=40'H, 1"=20'V



3100 S. GESSNER
HOUSTON, TX 77063
(713) 456-7880
www.ensiteusa.com



DATE	04/23/18
CHK'D	
DATE	
APP'D	
SCALE	AS SHOWN
JOB NO.	6814.0000

HDD CROSSING DETAIL

ROAD CROSSING DETAIL FOR
F.M. 762

FOR FORT BEND COUNTY, TEXAS
DWG NO. TX-FB-001.000RD HDD DETAIL
REV 0

EXHIBIT B

Construction Cost Estimate

DCP Midstream Cost Estimate

Crabb River Rd.

TxDOT CSJ 0543-03-067, etc.

Lower 16" gas line by directional bore

Materials

Updated 7-27-2018

Item Description	Quantity	Unit	Unit Price	Cost	Notes
16" x 0.375" X-52 ARO*	560	ft	\$ 71.11	\$ 39,821.60	Today's price not locked in for June. This wall thickness needed to withstand the added forces associated with horizontal directional drilling (HDD) installation. ARO - Abrasion Resistant Outer coating is needed to withstand possible abrasion during HDD installation.
16" x 0.312" X-52 FBE*	230	ft	\$ 38.50	\$ 8,855.00	Pipe up \$8.81 per foot from last CE. This wall thickness can be used for the portions of the project that is not bored, due to the lower forces associated with open-cut installation. FBE - Fusion Bonded Epoxy is the standard outer protective coating on the pipe used to prevent corrosion.
4.5" x 0.237" X-52 FBE*	100	ft	\$ 11.06	\$ 1,106.00	Up + \$2
Test leads pvc with 12-gauge wire	2	ea	\$ 45.00	\$ 90.00	
Coating	40	ea	\$ 101.50	\$ 4,060.00	
Fittings*	1	lot	\$ 13,258.00	\$ 13,258.00	All 3 R 90's, 45's, flanges, pipe coating, bolts and gaskets
Signs	2	ea	\$ 35.00	\$ 70.00	
Existing pipe fill (abandon)	157	ft	\$ 35.00	\$ 5,495.00	Concrete, pump truck, caps
			\$ -	\$ -	
Hydro water/ hauling	256	bbls	\$ 8.56	\$ 2,191.36	Frac tanks hauling, hauling of fresh water, tank rental, water
Hydro disposal/hauling	256	bbls	\$ 8.67	\$ 2,219.52	Frac tank cleaning, disposal of water and hauling of water
			Subtotal	\$ 77,166.48	
			Overhead	\$ -	
			Total	\$ 77,166.48	

* Material is certified Buy America-compliant; please see TxDOT Form 1818 for details (attached).

Labor

Item Description	Quantity	Unit	Unit Price	Cost	Notes
Installation of pipeline	830	ft	\$ 147.64	\$ 122,541.20	
Survey	2	days	\$ 4,000.00	\$ 8,000.00	
ROW agent	6	days	\$ 650.00	\$ 3,900.00	For bore profile and added ROW on George Ranch
ROW (RODS)	5.6	rods	\$ 750.00	\$ 4,200.00	New 4" line since the exist 16" is being replaced (4" pipe is the weel feed to the 16" line)
Meter run	0		\$ -	\$ -	
Inspection	14	days	\$ 914.00	\$ 12,796.00	
Misc. materials	0		\$ -	\$ -	
Valve setting	0		\$ -	\$ -	
Damages per acre	0.5	acre	\$ 5,000.00	\$ 2,500.00	
Environmental survey	0		\$ -	\$ -	
X-ray labor	4	days	\$ 2,100.00	\$ 8,400.00	Weld testing
Bore footage	500	ft	\$ 105.00	\$ 52,500.00	
Hydro test/tanks	4	ea	\$ 1,000.00	\$ 4,000.00	Frac tanks, hauling, water cost
Pothole	2	days	\$ 2,899.00	\$ 5,798.00	Pothole utility lines new
Paint / clean up	0		\$ -	\$ -	
County / State permits	0		\$ -	\$ -	
Freight	24	tons	\$ 68.00	\$ 1,632.00	Charge for pipe and fittings by logistics
Trucking			\$ -	\$ -	Trucking charge from storage by contractor moved to Const
FESCO flare gas	2	days	\$ 11,000.00	\$ 22,000.00	Labor, equipment to depressurize pipeline by flaring. FESCO is the flaring contractor.
Installation to existing line	0		\$ -	\$ -	
Regulator valve	0		\$ -	\$ -	
Launcher/receiver	0		\$ -	\$ -	
PMI	1	day	\$ 2,200.00	\$ 2,200.00	Positive Material Identification (PMI) - metallurgical for welding procedure due to age of pipe
			Subtotal	\$ 250,467.20	
			Overhead	\$ -	
			Total	\$ 250,467.20	

Materials	\$ 77,166.48
Labor	\$ 250,467.20
Grand Total	\$ 327,633.68

ELIGIBILITY RATIO

$$\begin{aligned}\text{Ratio} &= \frac{(\text{Width of DCP Midstream property interest across prop ROW} / \text{Width of full new ROW}) * 100\%}{(101.22 \text{ ft} / 181.43 \text{ ft}) * 100\%} \\ &= 56\% \text{ of actual, invoiced costs}\end{aligned}$$

Cost Distribution

Est cost for which Fort Bend Co. is responsible	=	56% * \$ 327,633.68
(to be reimbursed by TxDOT)	=	\$ 183,474.86
Est cost for which DCP Midstream is responsible	=	44% * \$ 327,633.68
	=	\$ 144,158.82

EXHIBIT C

Utility's Schedule of Work and Estimated Date of Completion

Estimated Start Date: 9/4/2018

Estimated Duration: 16 Calendar Days

Estimated Completion Date: 9/20/2018

EXHIBIT D

Supporting Documentation

Chain of Succession Documentation DCP Intrastate Network

Document Set	Pages
1. Survey of current DCP Midstream pipeline easement across George Ranch property	13-14
2. Easement from H.A. Meyer to Texas Eastern Transmission Corporation (1949)	15-17
3. Easement from George family to TETCO (1950)	18-21
4. Easement from Homecraft Enterprises Corp. to TETCO (1986)	22-29
5. Deed from TETCO to Texas Eastern Intrastate Pipeline Co (6/25/1987)	30-37
6. Corporate name change forms – Texas Eastern Intrastate Pipeline Co to Monument Intrastate Pipeline Co.	38-39
7. Corporate name change forms – Monument Intrastate Pipeline Co. to Centana Intrastate Pipeline Co.	40-42
8. Corporate merger form – Centana Intrastate Pipeline Co. into Centana Intrastate Pipeline, LLC	43
9. Corporate merger and name change forms – Teco Industrial Gas, LLC to San Jacinto Gas Transmission, LLC	44-54
10. Articles of merger for Teco Industrial Gas Co (Texas) & Teco Industrial Gas Co (Delaware) to Teco Industrial Gas, LLC	55-64
11. Articles of merger for San Jacinto Gas Transmission, LLC & DCP Intrastate Network, LLC to DCP Intrastate Network, LLC	65-79

EXHIBIT "A"

DCP MIDSTREAM
PROJECT 6814.0000
THE GEORGE FOUNDATION
FORT BEND COUNTY, TEXAS

DESCRIPTION OF A FIFTY (50) FOOT WIDE PERMANENT EASEMENT AND RIGHT OF WAY UPON THE PROPERTY OF THE GEORGE FOUNDATION

DESCRIPTION OF A FIFTY (50) FOOT WIDE PERMANENT EASEMENT AND RIGHT OF WAY SITUATED IN FORT BEND COUNTY, TEXAS, AND BEING UPON, OVER, THROUGH AND ACROSS THE RESIDUE OF A CALLED 2433 ACRES TRACT OF LAND, DESCRIBED AS TRACT 3 IN VOLUME 348, PAGE 633 OF THE FORT BEND COUNTY DEED RECORDS (F.B.C.D.R.), SAID FIFTY (50) FOOT WIDE PERMANENT EASEMENT AND RIGHT OF WAY BEING SITUATED TWENTY-FIVE (25) FEET ON EACH SIDE OF THE HEREIN DESCRIBED SURVEY LINE. THE SIDELINES OF SAID PERMANENT EASEMENT AND RIGHT OF WAY BEING LENGTHENED OR SHORTENED TO INTERSECT THE BOUNDARIES OF THE ABOVE REFERENCED TRACT OF LAND, SAID SURVEY LINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; WITH ALL BEARINGS AND DISTANCES HEREIN BEING GRID, BASED UPON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, NORTH AMERICAN DATUM (NAD) OF 1983, U.S. SURVEY FEET AS DERIVED FROM A GLOBAL POSITIONING SYSTEM (GPS) SURVEY.

PERMANENT EASEMENT (P.E.R.W.)

COMMENCING at a Texas Department of Transportation (TxDOT) Right of Way monument with a 3 inch aluminum cap on the Westerly line of Farm to Marked Road 762 (FM 762) and the Easterly line of said 2,433 acres residue;

THENCE North 20°35'55" West, a distance of 871.4 feet to a point on the Westerly line of Farm to Marked Road 762 (FM 762) and the Easterly line of said 2,433 acres residue, the same being the **POINT OF BEGINNING** of the herein described survey line;

THENCE across a portion of the above referenced tract of land, South 70°00'33" West, a distance of 173.8 feet to a point within said 2,433 acres residue, said point being the **POINT OF TERMINATION** of the herein described survey line, from which a TxDOT Right of Way monument with a 3 inch aluminum cap on the Westerly line of Farm to Marked Road 762 (FM 762) and the Easterly line of said 2,433 acres residue bears North 14°33'31" West, a distance of 1,651.8 feet, said survey line having a total length of 173.8 feet or 10.53 rods, said Permanent Easement and Right of Way containing 0.20 acres of land, more or less.

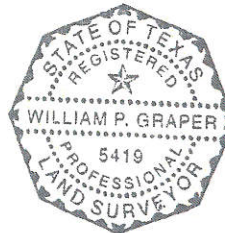
This survey based on record title instruments provided by representatives of DCP Midstream Partners, no additional research provided by the undersigned professional land surveyor.

If this description and accompanying drawing are not sealed with the raised embossing seal of the undersigned professional land surveyor, it should be considered a copy and not the original.

For reference and further information see EXHIBIT "B" of this document, prepared by EnSite USA, of same date.

William P. Graper 3-5-18
William P. Graper
Registered Professional Land Surveyor
Texas Registration No. 5419
Firm Registration No. 10193874, Expires 12/31/2018

DATE



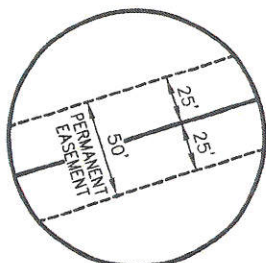
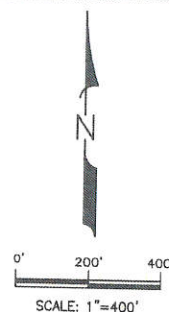
C:\6814 - DCP\THE GEORGE FOUNDATION.DOC

ALL RIGHTS RESERVED © ENSITE USA 2018

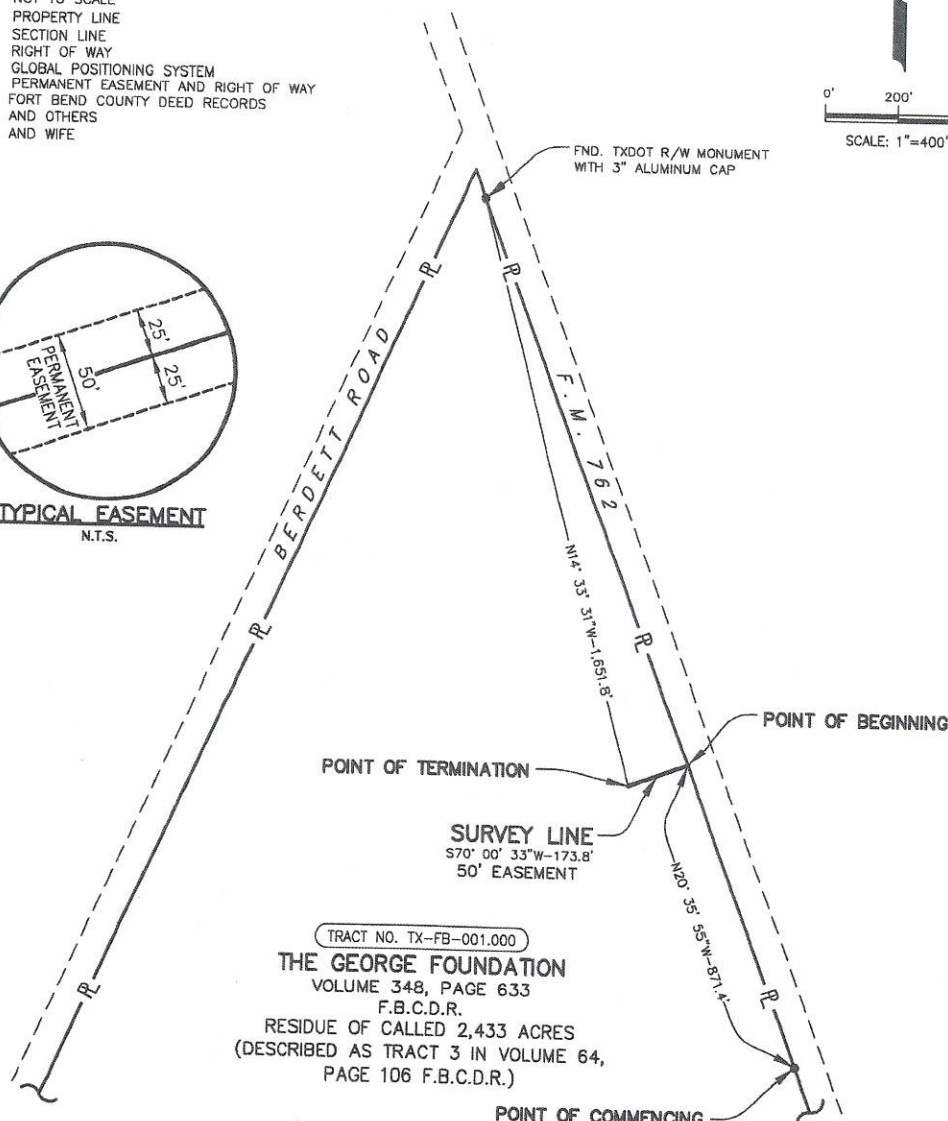
EXHIBIT "B"

FORT BEND COUNTY, TEXAS WILEY MARTIN SURVEY ABSTRACT NO. 56

LEGEND
BLK. BLOCK
BK BOOK
PG PAGE
DOC. DOCUMENT
FND. FOUND
PROP. PROPOSED
T TOWNSHIP
R RANGE
SEC. SECTION
N.T.S. NOT TO SCALE
—P— PROPERTY LINE
—S— SECTION LINE
R/W RIGHT OF WAY
GPS GLOBAL POSITIONING SYSTEM
P.E.R.W. PERMANENT EASEMENT AND RIGHT OF WAY
F.B.C.D.R. FORT BEND COUNTY DEED RECORDS
ET AL AND OTHERS
ET UX AND WIFE



TYPICAL EASEMENT
N.T.S.



TRACT NO. TX-FB-001.000

THE GEORGE FOUNDATION
VOLUME 348, PAGE 633
F.B.C.D.R.

RESIDUE OF CALLED 2,433 ACRES
(DESCRIBED AS TRACT 3 IN VOLUME 64,
PAGE 106 F.B.C.D.R.)

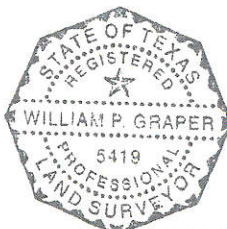
- NOTES:
1. THIS SURVEY BASED ON RECORD TITLE INSTRUMENTS PROVIDED BY REPRESENTATIVES OF DCP MIDSTREAM. NO ADDITIONAL RESEARCH PROVIDED BY THE UNDERSIGNED PROFESSIONAL LAND SURVEYOR.
 2. ALL BEARINGS AND DISTANCES CONTAINED HEREIN ARE GRID BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, NORTH AMERICAN DATUM (NAD) OF 1983, U.S. SURVEY FEET AS DERIVED FROM A GLOBAL POSITIONING SYSTEM (GPS) SURVEY.
 3. FOR REFERENCE AND FURTHER INFORMATION SEE EXHIBIT "A" OF THIS DOCUMENT, PREPARED BY ENSITEUSA, OF SAME DATE.

IF THIS EASEMENT SURVEY AND ACCOMPANYING DESCRIPTION ARE NOT SEALED WITH THE RAISED EMBOSSED SEAL OF THE REGISTERED PROFESSIONAL LAND SURVEYOR WHOSE SIGNATURE APPEARS BELOW, IT SHOULD BE CONSIDERED AS A COPY AND NOT THE ORIGINAL.

I, WILLIAM P. GRAPER, DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, THAT THIS RECORD OF SURVEY CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY.

William P. Graper 3-5-18
WILLIAM P. GRAPER DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5419

FIRM REGISTRATION NO. 10193874, EXPIRES 12/31/2018



THE GEORGE FOUNDATION
TOTAL DISTANCE ACROSS PROPERTY: 173.8'
TOTAL RODS ACROSS PROPERTY: 10.53 RODS
AREA OF PERMANENT EASEMENT 0.20 ACRES



3100 S. GESSNER
SUITE 400
HOUSTON, TX. 77063
(713) 456-7880
www.ensiteusa.com



DRAWN CGS	DATE 03/05/18
CHK'D IB	DATE 03/05/18
APP'D WPH	DATE 03/05/18
SCALE 1"=400'	JOB NO. 6814.0000

EASEMENT SURVEY

PERMANENT EASEMENT SURVEY
UPON THE PROPERTY OF
THE GEORGE FOUNDATION

FORT BEND	COUNTY,	TEXAS
SHEET 1 OF 1	DWG NO. TX-FB-001.000	REV 0

Tract No. 54
 Check No. 4230

STATE OF TEXAS

County of FORT BEND

ss.

KNOW ALL MEN BY THESE PRESENTS

 That for and in consideration of good and valuable consideration

(~~\$244.00--~~) Dollars to the undersigned (herein styled Grantor, whether one or more), paid, the receipt of which is hereby acknowledged, the said Grantor does hereby Grant and Convey unto Texas Eastern Transmission Corporation (herein styled Grantee), its successors and assigns, a right of way and easement to construct, maintain and operate pipe line and appurtenances thereto, ~~and to construct, maintain and operate~~ ~~any and all other structures, buildings, poles, wires, conduits, cables, lines and apparatus~~ ~~across, over, under, along, through, over and through the following described~~ ~~lands situated in~~ Fort Bend County, State of Texas, to-wit:

Tract One: Being 82.40 acres of land out of the Ernst Wamhof Subdivision.

Tract Two: Being 85.70 acres of land out of the Ernst Wamhof Subdivision.

Tract Three: Being 77.30 acres of land out of the Ernst Wamhof Subdivision.

H.A. Meyers Lot 3, 82.4 acres; Lot 5, 85.7 acres; Lot 6, 77.3 acres, Ernst Wamhof Subdivision, B.B.B. & C. RR Survey, Abstract 5, Fort Bend County, Texas

Beginning at a point in the Southwest line of the H.A. Meyers Lot 3, 82.4 acre tract, Ernst Wamhof Subdivision, B.B.B. & C. RR Survey, Abstract 5, Fort Bend County, Texas, the said point being a distance of 460 feet Northwest from the most Southerly corner of said Lot 3, and the most Westerly corner of Lot 5, Ernst Wamhof Subdivision;

Thence N.57° 15'E. 63 feet to an angle point;

Thence N.67° 15'E. 50 feet to an angle point;

Thence N.77° 15'E. 50 feet to an angle point;

Thence N.87° 15'E. 50 feet to an angle point;

Thence S.82° 45'E. 50 feet to an angle point;

Thence S.70° 45'E. at 334 feet cross the center line of a dirt road for the Southeast line of Lot 3 and the North line of Lot 5, the point of crossing being 375 feet Northeast from the most Southerly corner of Lot 3, and the most Westerly corner of Lot 5, and a total distance of 434 feet to an angle point;

Thence S.80° 45'E. 51 feet to an angle point;

Thence N.89° 15'E. 50 feet to an angle point;

Thence N.79° 15'E. 50 feet to an angle point;

Thence N.73° 24'E. at 1,464 feet cross the Northeast line of Lot 5 and the Southwest line of Lot 6, the point of crossing being a distance of 455 feet Northwest from a fence corner post in said dividing line between Lot 5 and Lot 6; and a total distance of 2,915 feet to an angle point;

Thence N.83° 24'E. 50 feet to an angle point;

Thence S.86° 36'E. 251 feet to a point in the East line of Lot 6, the said point being in the West right-of-way fence along a North - South gravel county road and a distance of 245 feet North from center line of a bridge on said road at Dry Creek.

TX1021613

Deed ~~with~~
more fully described in ~~book~~ from Ernest Wamhof, et ux
to Henry A. Meyer recorded in Volume 81, Page 419
~~DEED~~ Records of said County, to which reference is here made for further description.
~~1100~~

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, so long as the rights and easements herein granted, or any of them, shall be used by or useful to, Grantee for the purposes herein granted, with ingress to and egress from the premises, for the purposes of constructing, inspecting, repairing, maintaining, and replacing the property of Grantee herein described, and the removal of same at will, in whole or in part.

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 obstructions on or over, or that will interfere with the maintenance or operation of, any pipe line or appurtenances constructed hereunder, and will not change the grade over such pipe line. Grantee 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, ~~except for the purpose of the 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 the said pipe line be constructed on the land of the said Grantee, the said Grantor shall be liable for the cost of the pipe line and for the cost of the damages to the land of the said Grantee.~~

It is hereby understood that the 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 24 day of August, A. D. 1919.

WITNESSES:

J. R. MURPHY

JEAN E. JUNKER

EXECUTORS and TRUSTEES of the
estate of H. A. MEYER, Deceased.

Emma H. Meyer



FILE NO.	54
MAP NO.	20
W. S. NO.	1589
CHK.	4230
DATE	24.3.19

71-021613

STATE OF TEXAS,
County of FORT BEND

(Acknowledgment for Unmarried Person)

BEFORE ME, the undersigned authority, on this day personally appeared RAYMOND KNIPLING and J. E. JUNKER
Executors and Trustees of the Estate of H. A. MEYER, Deceased,
known to me to be the persons whose names are subscribed to the foregoing in-
strument, and acknowledged to me that they executed the same for the purposes and considerations therein expressed.
AND in the capacities herein stated.

GIVEN under my hand and seal of office, this 24th day of AUGUST, 1949.

My Commission Expires:

June 1, 1951

JEAN E. JUNKER
Notary Public in and for FORT BEND COUNTY, Texas

FORT BEND COUNTY, TEXAS County, Texas.

STATE OF TEXAS,

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF FORT BEND

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
EMMA W. MEYER, a widow,
known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to
me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24th day of AUGUST A.D. 19 49

My commission expires
June 1, (L.S.) 1951

JEAN E. JUNKER
Notary Public in and for FORT BEND County, Texas.

THE STATE OF TEXAS
COUNTY OF FORT BEND

I, Ella Macek, County Clerk in and for said County, do hereby certify that the foregoing instrument, with its
Certificate of Authentication, was filed for record in my office the 20 day of September
A. D. 19 49 at 10:00 o'clock A. M., and duly recorded the 29 day of September
A. D. 19 49 at 8:15 o'clock A. M., in the Deed Records of said County, in Vol. 266
on page 398

WITNESS my hand and the seal of the County Court of said County, at office in Richmond, Texas, the day and
year last above written.

By Jana Nell Cole Deputy.

ELLA MACEK, Clerk County Court,
Fort Bend County, Texas.

64028

RIGHT OF WAY GRANT

FROM W. A. Meyer
TO W. A. Meyer
TEXAS EASTERN TRANSMISSION CORPORATION
P. O. Box 1612
Shreveport, Louisiana

STATE OF TEXAS

County of FORT BEND

I hereby certify that this instrument was duly recorded

on the 24th day of AUGUST, 1949.

FILED FOR RECORD

SEP 20 1949

At Fort Bend County Court
County Clerk, Fort Bend Co., Texas
for W. A. Meyer

By W. A. Meyer Deputy.

175 160 24/11/11
24/11/12 Shreveport

THE STATE OF TEXAS
COUNTY OF FORT BEND

KNOW ALL MEN BY THESE PRESENTS:

THAT, for and in consideration of Three Hundred Forty Three
& No/100 Dollars (\$343.00) to the undersigned (herein
styled Grantor, whether one or more), paid, the receipt of which is hereby
acknowledged, the said Grantor does hereby grant and convey unto Texas
Eastern Transmission Corporation (herein styled Grantee), its successors
and assigns, a right of way and easement to construct, maintain and
operate a pipe line through the following described lands situated in Fort
Bend County, State of Texas, to-wit:

A tract of land thirty feet (30') in width, the center
line of which is described as follows:

BEGINNING at a point on a fence being the West boundary
of the Mamie George 1054.13 acre tract, B.B.B. & C.R.R.
Co. Survey #5, Abstract 129, Fort Bend County, Texas,
said fence being also the East Right of Way line of a
County gravel road and said point being 255 feet north
along said Right of Way line from intersection of said
Right of Way line with Dry Creek.,

Thence S. 86° 36' E. 374 feet.,
Thence N. 83° 24' E. 50 feet.,
Thence N. 73° 30' E. 1650 feet.,
Thence N. 63° 30' E. 50 feet.,
Thence N. 53° 30' E. 180 feet., to a point in a fence
being the East boundary of said 1054.13 acre tract and
also the West Right of Way line of a County gravel road.
said point being 610 feet N. 45° W. of the Southeast
corner of the B.B.B. & C.R.R.Co., Survey #5, the same
being located in a tract of 158.74 acres of land out of
the B.B.B. & C.R.R.Co. Survey, Abstract No. 5, more fully
described in a Will from T. W. Davis to Mamie George re-
corded in Vol. T, page 454, Deed Records of said County,
to which reference is here made for further description.

A tract of land thirty feet (30') in width, the center line
of which is described as follows:

BEGINNING at a point on a fence being the East Right of
Way line of a County gravel road and the West boundary
of the A. P. George, 2433 acre tract, said point being
S. 24° W., 2156 feet along said fence from the North
corner of said 2433 acre tract.,

R/W NO.	55-59
MAP NO.	21-22
W. O. NO.	1589
CHK.	2222
RODS	140-203

TX-021618

Thence S. 76° 45' E. 92 feet.,
Thence S. 86° 45' E. 50 feet.,
Thence N. 83° 15' E. 50 feet.,
Thence N. 72° 55' E. at 1281 feet the West Right of Way
line of County road (under construction) at 1360 Feet -
the East Right of Way line of said County road and con-
tinuing N. 72° 55' E. a total distance of 3234 feet to
a point on the Northeast line of said 2433 acre tract
said point being 306 feet N. 65° W. from an iron pipe
marking the most Northerly Northeast corner of said
tract, the same being located in a tract of 244.3 acres,
a part of the League granted to Wiley Martin by Patent
No. 1270, Vol. 5, Abstract No. 56, more fully described
in a deed from T. W. Davis to A. P. George and Mamie
George, recorded in Vol. 64, page 106, Deed Records of
said County, to which reference is here made for further
description.

During construction of said pipe line, Grantee shall have, and
it is hereby granted, the right to go upon and use for the purposes herein
specified, a tract or strip of land not more than fifty (50) feet in width
across the lands above referred to, such fifty (50) foot strip to include
within it the said thirty (30) foot right of way areas above described.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns,
so long as the rights and easements herein granted, or any of them, shall
be used by Grantee for the purposes herein granted, with ingress to and
egress from the premises, for the purposes of constructing, inspecting,
repairing, maintaining, and replacing the property of Grantee herein des-
cribed, and the removal of same at will, in whole or in part.

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 obstructions on or over any pipe line constructed hereunder.
Grantee hereby agrees to bury the pipe line to a sufficient depth so as not
to interfere with the reasonable use, or drainage or conservation of the soil,
and to pay any damages which may arise 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, all residents

R/W NO.	55-59
MAP NO.	21-20
W. O. NO.	1699
CHK.	52220
RODS.	140-203

of Fort Bend County, Texas, 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. It is agreed that said right of way shall not be fenced or enclosed in any manner without the written consent of the 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 be made or come against him by reason or in any way arising out of any defect, imperfection, operation, maintenance or construction of said pipe line.

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

1950. WITNESS the execution hereof on this 17 day of January.



WITNESSES:

A. M. Petty

THE STATE OF TEXAS
COUNTY OF FORT BEND

BEFORE ME, the undersigned authority, on this day personally appeared A. G. George and wife, Mamie E. George known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed. And the said Mamie E. George having been examined by me privily and apart from her husband and having the same fully explained to her by me, the said Mamie E. George acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

1950. GIVEN under my hand and seal of office this 17 day of January.

W. C. McManis
Notary Public in and for Fort Bend
County, Texas
N.W. No. 55
MAP NO. 21-22
W. O. NO. 1589
CHK. 5222
NOTES 142-213

THE STATE OF TEXAS
COUNTY OF FORT BEND

I, Ella Macek, County Clerk in and for said County, do hereby certify that the foregoing instrument, with its Certificate of Authentication, was filed for record in my office the 1st day of February A. D. 1950, at 4:00 o'clock P.M., and duly recorded the 6th of February A. D. 1950, at 1:45 o'clock P.M., in the Deed Records of said County, in Vol. 269 on page 268.

WITNESS my hand and the seal of the County Court of said County, at office in Richmond, Texas, the day and year last above written.

By Jim Bell Cole Deputy.

ELLA MACEK, Clerk County Court,
Fort Bend County, Texas.

65197

A. & George etx

Jo -

Texas Eastern Ins. Corp

COMPARED

FILED FOR RECORD THIS

FEB - 1 1950

Ella Macek
County Clerk, Fort Bend Co., Texas

175 Texas Eastern Ins. Corp.
P.O. Box 1612
Shreveport 94, La

1700
8628742R/W No. 54
Line No. 5

STATE OF TEXAS §
 § AMENDATORY AGREEMENT
COUNTY OF FORT BEND §

THIS AGREEMENT made and entered into as of the 14th day of
April, 1986, between HOMECRAFT ENTERPRISES CORPORATION, a Texas
corporation (hereinafter called "Owner"), and TEXAS EASTERN TRANSMISSION
CORPORATION (hereinafter called "TETCO");

R E C I T A L S:

By Right of Way Grant dated August 24, 1949, and recorded in
Volume 266, Page 398, of the Deed Records of Fort Bend County, Texas (the
"Grant"), Raymond Knipling and J. E. Junker, Executors and Trustees of the
Estate of H. A. Meyer, Deceased, and Emma W. Meyer conveyed to TETCO a right of
way and easement to construct, maintain and operate one pipe line and
appurtenances thereto over and through certain real property situated in Fort
Bend County, Texas, and described in the Grant as follows:

Tract One: Being 82.40 acres of land out of the
Ernest Wamhof Subdivision;

Tract Two: Being 85.70 acres of land out of the
Ernest Wamhof Subdivision; and

Tract Three: Being 77.30 acres of land out of the
Ernest Wamhof Subdivision;

all as more fully described in Deed from Ernest
Wamhof, et ux, to Henry A. Meyer, recorded in
Volume 81, Page 419, Deed Records of said County, to
which reference is here made for further description.

CENTERLINE DESCRIPTION

H. A. Meyer Lot 3, 82.4 acres; Lot 5,
85.7 acres, Lot 6, 77.3 acres, Ernest Wamhof
Subdivision, B.B.B. & C. R.R. Survey,
Abstract 5, Fort Bend County, Texas.

Beginning at a point in the Southwest line of the H.
A. Meyer Lot 3, 82.4 acre tract, Ernest Wamhof
Subdivision, B.B.B. & C. R.R. Survey, Abstract 5,
Fort Bend County, Texas, the said point being a
distance of 460 feet Northwest from the most Southerly
corner of said Lot 3, and the most Westerly corner of
Lot 5, Ernest Wamhof Subdivision;

Thence N. 57° 15' E. 63 feet to an angle point;

Return to:
Mr. J. G. Malven
Rights-of-way Division
Texas Eastern Transmission Corp.
P. O. Box 2521
Houston, Texas 77252

TX1021613

Thence N. 67° 15' E. 50 feet to an angle point;
 Thence N. 77° 15' E. 50 feet to an angle point;
 Thence N. 87° 15' E. 50 feet to an angle point;
 Thence S. 82° 45' E. 50 feet to an angle point;

Thence S. 70° 45' E. at 334 feet cross the center line of a dirt road for the Southeast line of Lot 3 and the North line of Lot 5, the point of crossing being 375 feet Northeast from the most Southerly corner of Lot 3, and the most Westerly corner of Lot 5, and a total distance of 434 feet to an angle point;

Thence S. 80° 45' E. 51 feet to an angle point;
 Thence N. 89° 15' E. 50 feet to an angle point;
 Thence N. 79° 15' E. 50 feet to an angle point;

Thence N. 73° 24' E. at 1,464 feet cross the Northeast line of Lot 5 and the Southwest line of Lot 6, the point of crossing being a distance of 455 feet Northwest from a fence corner post in said dividing line between Lot 5 and Lot 6; and a total distance of 2,915 feet to an angle point;

Thence N. 83° 24' E. 50 feet to an angle point;

Thence S. 86° 36' E. 251 feet to a point in the East line of Lot 6, the said point being in the West right-of-way fence along a North-South gravel county road and a distance of 245 feet North from center line of a bridge on said road at Dry Creek.

Pursuant to the Grant, TETCO has laid a pipeline across the above described property (the "Pipeline").

Subsequent to the above mentioned Grant, Owner acquired the above described land by virtue of a deed from Maree Shannon Hicks recorded in Volume 1344, Page 459, a deed from Emmet Shannon recorded in Volume 1344, Page 467, a deed from Dorothea Shannon Morehead recorded in Volume 1344, Page 483, a deed from Peggy Maree Holbrook recorded in Volume 1344, page 491, a deed from Patricia Lee Shannon Freedle recorded in Volume 1344, Page 499, a deed from Thomas L. Goodnight recorded in Volume 1344, Page 507, a deed from Charles J. Dickerson, Independent Executor of the Estate of Emma Lee Dickerson, Deceased, recorded in Volume 1344, Page 515, a deed from Richard F. Knippling, Independent Executor of the Estate of Raymond Knippling, Deceased, recorded in Volume 1344, Page 523, a deed from Leroy H. Haverlah recorded in Volume 1344, Page 531, a deed from Shannon Hicks recorded in Volume 1344, Page 539, a deed from Seldon B. Graham, Jr., recorded in Volume 1344, Page 547, a deed from Alda Belle Struwe Terbert recorded in Volume 1344, Page 555, a deed from Earl Lee Struwe recorded in Volume 1344, Page 563, a deed from Minnie Lee Windel Duwall recorded in Volume 1344, Page 571, a deed from Maurice Hilbert and wife, Bennie

Lou Haverlah Hilbert, recorded in Volume 1344, Page 475, a deed from Edmund W. Shannon recorded in Volume 1344, Page 579, a deed from Floyd H. Christian, Jr. recorded in Volume 1344, Page 587, a deed from Betsy Russell Johnson recorded in Volume 1344, Page 595, a deed from Vaughan B. Meyer recorded in Volume 1344, Page 605, a deed from Norma Junker recorded in Volume 1344, Page 613, a deed from Selma Esterak recorded in Volume 1344, Page 621, a deed from Robert M. Kiecke recorded in Volume 1344, Page 629, a deed from E. L. Bachelor, Independent Executor of the Estate of Lee T. Meyer, Deceased, recorded in Volume 1344, Page 637 and a deed from Baylor Medical Foundation recorded in Volume 1558, Page 015, all of the Official Records of Fort Bend County, Texas.

Owner, its successors or assigns, may desire to develop the above described property for certain purposes and, in connection therewith construct, use and maintain sidewalks, streets, roadways, electric power lines, water lines, gas lines, sanitary sewers, storm sewers, and other or similar improvements, conduits, utilities and necessary appurtenances thereto (hereinafter sometimes called the "Facilities") upon, over, under and across TETCO's right of way and easement.

Owner and TETCO now desire to amend the Grant as hereinafter provided.

A G R E E M E N T:

THEREFORE, in consideration of the mutual agreements hereinafter set forth and the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by Owner, the receipt and sufficiency of which is hereby acknowledged, Owner and TETCO do hereby agree as follows:

All of the rights, titles and privileges of TETCO granted to it under and by virtue of the Grant, except its right of ingress and egress (which is modified as hereinafter provided), are hereby restricted to an easement (hereinafter called the "Easement") described as follows:

That certain tract or parcel of land containing
4.6152 acres out of the B.B.B. & C. R.R. Co. Survey,

A-129, Fort Bend County, Texas, said 4.6152 acre tract of land being more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes.

Owner, in consideration of the restriction to the Easement of TETCO's rights under the Grant, does by these presents grant and convey unto TETCO all of the rights, titles and privileges described in the Grant along, over and across the Easement and the right to operate, maintain, alter, repair, replace and remove the Pipeline and the appurtenances thereto (including, without limitation, corrosion control equipment), on, over, across and under the Easement. The rights of TETCO hereunder shall be subject to the payment of damages as set out in the Grant.

TETCO hereby agrees to exercise rights of ingress and egress to and from the Easement only across existing public roadways where practical.

Owner shall not construct, plant or place nor authorize others to construct, plant or place any building, structure, trees or other obstruction of any kind, either above or below the surface of the Easement, nor change the grade thereof, nor cause or permit any water reservoir or artificial lake to be constructed or exist thereon, other than as hereinafter expressly permitted.

Owner shall have the right to construct, use and maintain sidewalks, streets, roadways, electric power lines, water lines, gas lines, sanitary sewers, storm sewers, and other similar conduits, utilities and necessary appurtenances thereto, upon, over, under and across but not along the Easement, subject to the following terms and provisions:

1. Any crossing above or below the surface of the Easement shall be constructed at an angle of not less than 30° to the longitudinal axis of the Easement.
2. Owner shall request from TETCO, in writing, at least sixty (60) days prior to the commencement of construction of any Facilities authorized herein upon, over, under, and across the Easement, approval of such construction, which approval shall not be unreasonably withheld or delayed.
3. In the event of construction of any Facilities upon, over, and across the Easement by Owner or anyone claiming by, through or under Owner, the reasonable cost of any adjustments whatsoever to the Pipeline, including, but not limited to,

raising, lowering, casing, modifying or otherwise altering the Pipeline, shall be borne by Owner.

4. TETCO agrees to use reasonable efforts to not disturb any of the Facilities in connection with the operation, maintenance, alteration, repair, replacement and removal of the Pipeline or the appurtenances thereto; however, TETCO shall not be required to restore nor be liable for restoration of or damage for the failure to restore any Facilities so constructed hereunder should such Facilities be disturbed by TETCO in the construction, operation, maintenance, alteration, repair, replacement or removal of its pipeline and appurtenances.
5. Owner, its employees, agents and invitees, shall exercise Owner's rights and privileges hereunder at Owner's sole risk, cost and expense, and Owner shall indemnify and hold TETCO harmless from and against any and all claims, demands, causes of action, costs, expenses and liabilities of any nature (including court costs, attorneys' fees and any expenses incurred in enforcing this provision) that may result from, arise out of or in any way be connected with the omissions or negligent exercise by Owner of its rights and privileges as herein provided or the breach, violation or nonperformance of any obligation of Owner required to be observed or performed by Owner hereunder; provided, however, that nothing herein shall be construed to require or obligate Owner to indemnify TETCO against or hold TETCO harmless from TETCO's own negligent acts or omissions.

The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Except as specifically herein provided to the contrary, all of the terms and conditions of the Grant shall remain in full force and effect, unchanged hereby, and the undersigned Owner, who represents and warrants that it owns the fee simple title in and to the Easement pursuant to the conveyances hereinabove mentioned, does hereby in all respects ratify and confirm the Grant and all of its terms and conditions, except as herein specifically modified, the same as if it had executed, acknowledged and delivered the Grant.

TETCO represents that it is the current owner of the rights, titles and privileges granted to it under and by virtue of the Grant and further represents that it has not assigned, transferred or conveyed all or any portion of its rights, titles and privileges under the Grant.

First South Savings Association ("Lender"), is the current owner and holder of a promissory note in the original principal amount of Four Million

Five Hundred Sixty-Nine Thousand and No/100 (\$4,569,000.00) Dollars, dated October 25, 1984 (the "Note"), executed and delivered by Owner to Lender, the Note being secured by, among other security instruments, (i) a Deed of Trust, Security Agreement and Assignment of Rents recorded in Volume 1558, at Page 088, of the Official Records of Fort Bend County, Texas and (ii) an Assignment of Rents, Leases and Revenues recorded in Volume 1558, at Page 115, of the Official Records of Fort Bend County, Texas, which liens encumber, among other property, the property covered by the Easement. Lender has joined in the execution hereof to evidence its consent to the matters contained herein and does hereby subordinate the liens securing the payment of the Note to the easements, rights-of-way and other rights granted herein, such that the liens securing payment of the Note shall be and remain inferior and subordinate in all respects to such easements, rights-of-way and other rights created herein.

IN WITNESS WHEREOF, this Agreement is executed effective the day and year first above written.

ATTEST:

HEMOCRAFT ENTERPRISES CORPORATION ✓

John O'Mahoney
Assistant Secretary

Christopher J. Hullman
Christopher J. Hullman
Vice President

ATTEST:

TEXAS EASTERN TRANSMISSION CORPORATION

James L. Malm
Assistant Secretary

H. D. Church
H. D. Church, Sr. Vice President
Texas Eastern Gas Pipeline Company,
a division of
Texas Eastern Transmission Corporation

ATTEST:

FIRST SOUTH SAVINGS ASSOCIATION

Deane Farley

John R. Markham
JOHN R. MARKHAM
SENIOR VICE PRESIDENT

THE STATE OF TEXAS §
 §
 COUNTY OF §

This instrument was acknowledged before me on April 14, 1986,
 by Christopher J. Nulman, Vice President of HOMECRAFT ENTERPRISES CORPORATION,
 a Texas corporation, on behalf of said corporation.

Sandra B. Scott
 Notary Public in and for
 the State of Texas
 Print or
 Type Name: SANDRA B. SCOTT
 My Commission Expires: 8-19-86

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

This instrument was acknowledged before me on June 3, 1986, by
Texas Eastern Gas Pipeline Co., a division of
 H. D. Church, Sr. Vice President of TEXAS EASTERN TRANSMISSION CORPORATION, a
 Texas corporation, on behalf of said corporation.

Kelly J. McDonald
 Notary Public in and for
 the State of Texas
 Print or
 Type Name: KELLY J. McDONALD
 My Commission Expires: June 22, 1988

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

This instrument was acknowledged before me on May 6, 1986,
 by JOHN R. MARKHAM SR. VICE PRESIDENT of FIRST SOUTH SAVINGS
 ASSOCIATION, a TEXAS savings and loan association, on behalf of said
 corporation.

Paulette Gerhart
 Notary Public in and for
 the State of Texas
 Print or
 Type Name: PAULETTE GERHART
 My Commission Expires: 9-28-86

EXHIBIT "A"

Being a 50 foot wide permanent pipeline easement and right-of-way located in the B.B.B. & C.R.R. Survey, Abstract No. 129, Fort Bend County, Texas, and being across that certain 695.019 acre tract conveyed to Homecraft Enterprises Corporation by instrument recorded in Volume 1558, Page 15 of the Deed Records of Fort Bend County, Texas, said 50 foot wide permanent pipeline easement and right-of-way being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod found marking the most southerly west corner of said 695.019 acre tract in the northerly right-of-way line of Koebelen Road;

THENCE South 48 deg. 39 min. 11 sec. East, along said northerly right-of-way line, a distance of 1395.17 feet to the PLACE OF BEGINNING and northwest corner of the herein described easement;

THENCE in an easterly direction along the northerly line of the herein described easement the following courses and distances:

North 54 deg. 24 min. 33 sec. East, a distance of 105.30 feet;
 North 69 deg. 04 min. 41 sec. East, a distance of 77.78 feet;
 North 82 deg. 20 min. 12 sec. East, a distance of 89.95 feet;
 South 76 deg. 08 min. 01 sec. East, a distance of 130.15 feet;
 South 71 deg. 51 min. 31 sec. East, a distance of 387.18 feet;
 North 85 deg. 33 min. 35 sec. East, a distance of 99.94 feet;
 North 70 deg. 55 min. 34 sec. East, a distance of 2926.25 feet;
 North 85 deg. 58 min. 57 sec. East, a distance of 226.71 feet

to the northeast corner of the herein described easement in the west right-of-way line of FM Highway No. 2977, same being in easterly line of said 695.019 acre tract at a point which bears South 02 deg. 35 min. 19 sec. West, 906.91 feet from a 5/8 inch iron rod found marking an angle point in said easterly line;

THENCE South 02 deg. 35 min. 19 sec. West, along said easterly line and said west right-of-way line, a distance of 50.33 feet to the southeast corner of the herein described easement;

THENCE in a westerly direction along the southerly line of the herein described easement the following courses and distances:

South 85 deg. 58 min. 57 sec. West, a distance of 214.31 feet;
 South 70 deg. 55 min. 34 sec. West, a distance of 2926.06 feet;
 South 85 deg. 33 min. 35 sec. West, a distance of 116.35 feet;
 North 71 deg. 51 min. 31 sec. West, a distance of 395.30 feet;
 North 76 deg. 08 min. 01 sec. West, a distance of 118.78 feet;
 South 82 deg. 20 min. 12 sec. West, a distance of 74.64 feet;
 South 69 deg. 04 min. 41 sec. West, a distance of 65.54 feet;
 South 54 deg. 24 min. 33 sec. West, a distance of 87.26 feet

to the southwest corner of the herein described easement in said northerly right-of-way line of Koebelen Road, being a southwesterly line of said 695.019 acre tract;

THENCE North 48 deg. 39 min. 11 sec. West, along said northerly right-of-way line, a distance of 51.33 feet to the PLACE OF BEGINNING and containing 4.6152 acres of land.

FILED

86 JUN 17 AM 127

Dianna Wilson
 COUNTY CLERK
 FORT BEND COUNTY, TEXAS

STATE OF TEXAS
 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 record records of Fort Bend
 County, Texas as stamped hereon by me on

JUN 19 1986



Dianna Wilson
 County Clerk, Fort Bend Co., Tex.

1959 1937

8740223

SPECIAL WARRANTY DEED
AND BILL OF SALE

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

KNOW ALL MEN BY THESE PRESENTS THAT:

FOR AND IN CONSIDERATION of the sum of Ten Dollars and No/100 (\$10.00) and other good and valuable consideration in hand paid by the Grantee hereinafter named, receipt of which is hereby acknowledged and confessed, TEXAS EASTERN TRANSMISSION CORPORATION, a Delaware corporation, and its division, TEXAS EASTERN PRODUCTS PIPELINE COMPANY (hereinafter both are collectively referred to as "Grantors"), each duly authorized and qualified to transact business within the State of Texas, have BARGAINED, SOLD, GRANTED AND CONVEYED and by these presents do hereby BARGAIN, SELL, GRANT AND CONVEY unto TEXAS EASTERN INTRASTATE PIPELINE COMPANY, a Delaware corporation (hereinafter referred to as "Grantee"), with its principal place of business at 1221 McKinney, Houston, Harris County, Texas 77010, all of that certain real property and improvements situated in Fort Bend County, Texas, more particularly described as follows:

All that certain property, premises and improvements described and conveyed in a Deed from Mamie E. George, as Grantor, unto Texas Eastern Transmission Corporation, as grantee, and recorded in Vol. 342 at Page 1 of the Deed Records of Fort Bend County, Texas, being more particularly described by metes and bounds on Exhibit A attached hereto and incorporated herein, and all subsequent improvements and appurtenances thereto and buildings and fixtures thereon owned by Grantor (herein referred to as the "Real Property");

1959 1938

TO HAVE AND TO HOLD the above-described interests in the Real Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, its successors and assigns forever, and the undersigned Grantors do hereby bind themselves, their successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the said Real Property unto the said Grantee against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantors, but not otherwise.

Part II

For the same consideration hereinabove recited, Grantors have BARGAINED, SOLD, AND DELIVERED and by these presents do BARGAIN, SELL, AND DELIVER, unto the said Grantee all personal property in Fort Bend County, Texas, described as follows:

All personal property including all piping, pipelines, compressors, engines, equipment, tools, spare parts, inventory, materials, consumables and other personal property of whatsoever nature maintained or situated on the Real Property, owned by Grantor and used or useful in connection with the pipeline and compressor station operations conducted on the Real Property (herein referred to as the "Personal Property");

and Grantors do hereby bind themselves, their successors and assigns, to WARRANT AND FOREVER DEFEND the title to the aforesaid interests in the Personal Property unto the said Grantee, its successors and assigns, against the lawful claim or claims of any and all persons whomsoever.

All personal Property, fixtures and improvements covered by this instrument are conveyed "AS IS, WHERE IS" WITH ALL FAULTS,

1959 1939

AND THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN, PERFORMANCE, CONDITION, CLASS, CERTIFICATE, MAINTENANCE OR SPECIFICATION, AND ALL OF SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED: PROVIDED, HOWEVER, THAT THIS DISCLAIMER DOES NOT DETRACT IN ANY WAY FROM THE WARRANTIES AS TO TITLE SET FORTH HEREIN.

Part III

This conveyance insofar as it covers the Real Property is expressly made subject to all taxes (except ad valorem taxes on the Real Property for prior years), restrictions, oil, gas and mineral leases, outstanding mineral interests, easements, permits and licenses (but only to the extent that such restrictions, mineral leases or interests, easements, permits, and licenses are of record in Fort Bend County, Texas), encroachments, boundary conflicts, and shortages in area, which affect or pertain to the Real Property; provided, however, that the foregoing matters do not, individually or in the aggregate, in any material respect impair or diminish the usefulness of the Real Property for the purposes for which it is presently being used.

All Ad valorem taxes applicable to the Real Property will be prorated between Grantors and Grantee, as of the execution date of this conveyance, and all taxes imposed upon this

1959 1940

conveyance or upon the transaction reflected herein are expressly assumed by Grantees.

Executed this 25th day of June, 1987.

GRANTORS:

TEXAS EASTERN TRANSMISSION
CORPORATION

By: James R. O'Hare
Vice President

James R. O'Hare

TEXAS EASTERN PRODUCTS PIPELINE
COMPANY

By: W. H. Oller
Vice President
W. H. Oller

ACCEPTED:

TEXAS EASTERN INTRASTATE
PIPELINE COMPANY

By: J. C. Forsman
J.C. Forsman
Vice President

Rel:
Texas Eastern Transmission Corp
PO Box 2521
Houston TX 77252-2521
ATTN Kim Sulzer

1959 1941

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on June 25, 1987, by James R. O'Hare, Vice President of Texas Eastern Transmission Corporation, a Delaware corporation, on behalf of said corporation.

Kim Sulzer

Notary Public

KIM SULZER

Notary Public, State of Texas

My Commission Expires October 26, 1987

My Commission Expires:

October 26, 1987

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on June 25, 1987, by W.H. Oller, Vice President of Texas Eastern Products Pipeline Company, a division of Texas Eastern Transmission Corporation, a Delaware corporation, on behalf of said corporation.

Kim Sulzer

Notary Public

My Commission Expires:

KIM SULZER

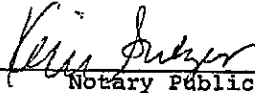
Notary Public, State of Texas

My Commission Expires October 26, 1987

1959 1942

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on June 25, 1987, by J.C. Forsman, Vice President of Texas Eastern Intrastate Pipeline Company, a Delaware corporation, on behalf of said corporation.


Notary Public

KIM SULZER

Notary Public, State of Texas

My Commission Expires October 26, 1987

My Commission Expires:

October 26, 1987

1959 1943

Exhibit A

All that certain tract or parcel of land situated in Fort Bend County, Texas, and being more particularly described as follows:

Being all that certain lot, tract or parcel of land, a part of the Wiley Martin League, Abstract No. 56, situated in Fort Bend County, Texas, and being more particularly described as follows:

Beginning at the Northeast corner of the Wiley Martin League, same being the Southeast corner of the Joseph Kuykendall Survey, Abstract No. 49, and on the West line of the Abner Kuykendall Survey, Abstract No. 48, a 1-1/2" iron pipe in a fence corner from which a 14" elm marked with an old x bears S 64° 15' W 53.6';

Thence along an old fence line used and recognized as the line between the aforesaid Wiley Martin League and the Joseph Kuykendall Survey, Abstract No. 49, N 65° 00' W 2887.33' to a 12"x12" creosoted post in the East line of F.M. Road No. 762, said post being the most northerly Northwest corner of the tract herein described;

Thence with an old fence line marking the said East right of way line for F.M. Road No. 762, S 18° 17' E 1979.58', set a 1"x1" angle iron from which a 12" twin Live Oak marked x bears S 33° 15' E 155.6';

Thence N 71° 43' E 2101.89' to the place of beginning and containing in all 47.76 acres of land, more or less.

1959 1944

FILED

'87 JUL -8 A8:26

Dianne Wilson
COUNTY CLERK
FORT BEND COUNTY, TEXAS

STATE OF TEXAS
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

COUNTY OF FORT BEND

JUL 10 1987



Dianne Wilson
County Clerk, Fort Bend Co., Tex.

FILED
In the Office of the
Secretary of State of Texas

AUG 08 1988

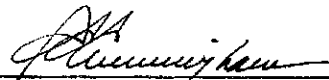
APPLICATION FOR AMENDED CERTIFICATE
OF AUTHORITY

Clerk II-G
Corporations Section

1. The name of the corporation as it currently appears on the records of the Secretary of State of Texas is TEXAS EASTERN INTRASTATE PIPELINE COMPANY.
2. (If the corporation's name was previously unavailable and has elected to use an assumed name in Texas, complete the following.) The assumed name of the corporation as it currently appears on the records of the Secretary of State is _____.
3. A Certificate of Authority was issued to the corporation on August 28, _____, 19 86.
4. The corporation's name has been changed to MONUMENT INTRASTATE PIPELINE COMPANY
(Note: If the corporate name has not been changed, insert "No change.")
5. The name which it elects to use hereafter in the State of Texas is MONUMENT INTRASTATE PIPELINE COMPANY.
6. It desires to pursue in Texas purposes other than, or in addition to, those authorized by its Certificate of Authority, as follows:

no change

7. It is authorized to pursue such purpose or purposes in the state or country under the laws of which it is incorporated.
8. It desires to change the statement(s) contained in item(s) number _____ of the original or amended certificate of authority to read as follows:


Its Secretary
(Title of Officer)
R.C. Cunningham



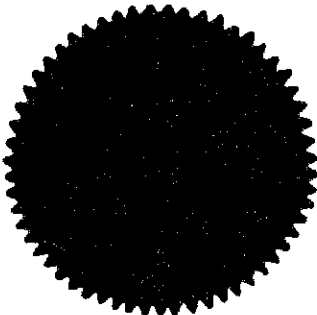
State of DELAWARE

Office of SECRETARY OF STATE

I, Michael Harkins, Secretary of State of the State of Delaware,
do hereby certify that the "TEXAS EASTERN INTRASTATE PIPELINE COMPANY" filed a Certificate
 of Amendment, changing its corporate title to "Monument Intrastate Pipeline Company", on
 the twenty-seventh day of July, A.D. 1988, at 10 o'clock A.M.

And I do hereby further certify that the aforesaid Corporation is duly incorporated
 under the laws of the State of Delaware and is in good standing and has a legal corporate
 existence so far as the records of this office show and is duly authorized to transact
 business.

In Testimony Whereof, *I have hereunto set my hand*
and official seal at Dover this twenty-seventh *day*
of July *in the year of our Lord*
one thousand nine hundred and eighty-eight.



Michael Harkins
 Michael Harkins, Secretary of State

APPLICATION FOR AMENDED
CERTIFICATE OF AUTHORITY

JUN 15 1994

Secretary of State of Texas
Corporations Section

1. The name of the corporation as it currently appears on the records of the secretary of state of Texas is Monument Intrastate Pipeline Company
2. (If the corporation's name was previously unavailable and the corporation elected to use an assumed name in Texas, complete the following.) The assumed name of the corporation as it currently appears on the records of the Secretary of State is _____
3. A Certificate of Authority was issued to the corporation on October 2
19 86.
4. The corporation name has been changed to Centana Intrastate Pipeline Company
(Note: If the corporate name has not changed, insert "no change.")
5. The name which it elects to use hereafter in the State of Texas is _____
6. It desires to pursue in Texas purposes other than, or in addition to, those authorized by its certificate of authority, as follows:
No Change
7. It is authorized to pursue such purpose or purposes in the state or country under the laws of which it is organized.
8. It desires to change the statement(s) contained in item(s) number of the original or amended certificate of authority to read as follows:

Centana Intrastate Pipeline Company
Name of Corporation

By Robert W. Reed
Robert W. Reed
Its Secretary
(Authorized Officer)



The State of Texas

Secretary of State

AMENDED CERTIFICATE OF AUTHORITY
OF
CENTANA INTRASTATE PIPELINE COMPANY
CHARTER NUMBER 00070180
FORMERLY
MONUMENT INTRASTATE PIPELINE COMPANY

THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS,
HEREBY CERTIFIES THAT THE ATTACHED APPLICATION BY 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.

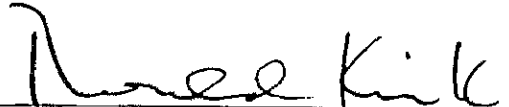
ACCORDINGLY THE UNDERSIGNED, AS SECRETARY OF STATE, AND BY VIRTUE
OF THE AUTHORITY VESTED IN THE SECRETARY BY LAW, HEREBY ISSUES THIS
AMENDED CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS IN THIS STATE
UNDER THE NAME OF

CENTANA INTRASTATE PIPELINE COMPANY

DATED JUNE 15, 1994

EFFECTIVE JUNE 15, 1994

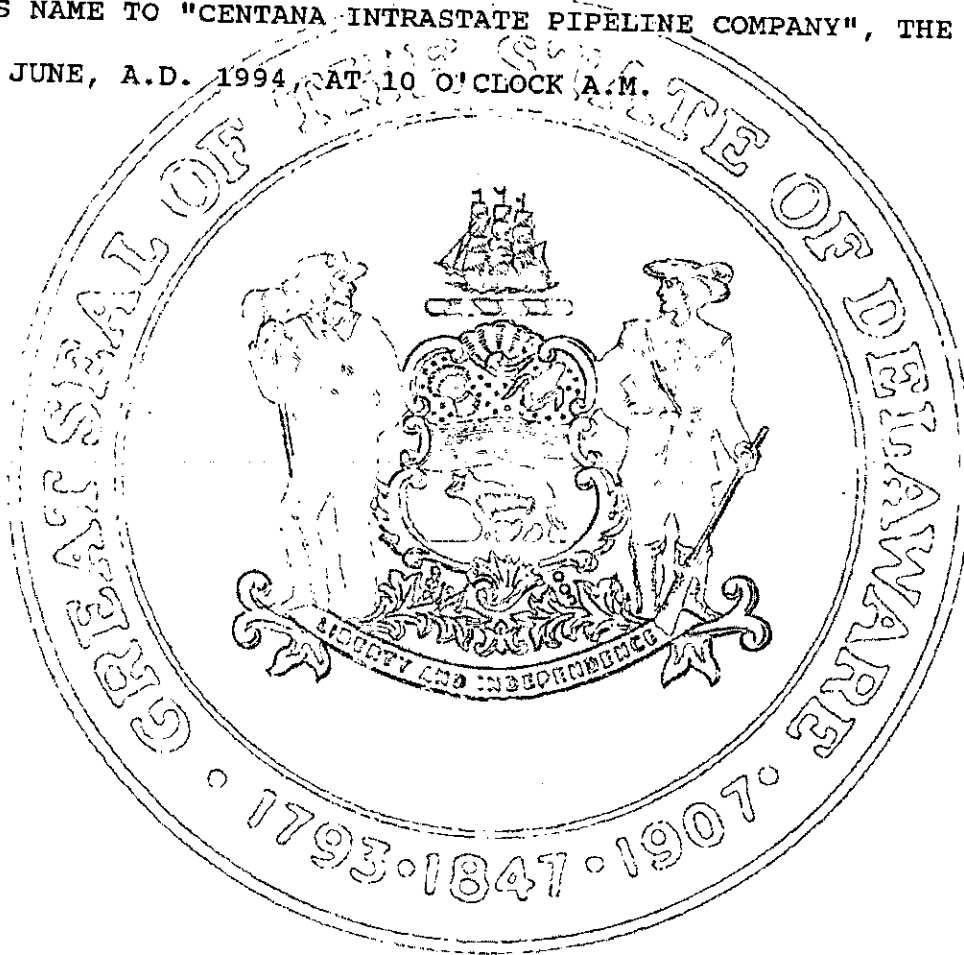



Secretary of State

State of Delaware

Office of the Secretary of State

I, WILLIAM T. QUILLEN, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT THE SAID "MONUMENT INTRASTATE PIPELINE COMPANY", FILED A CERTIFICATE OF AMENDMENT, CHANGING ITS NAME TO "CENTANA INTRASTATE PIPELINE COMPANY", THE SIXTH DAY OF JUNE, A.D. 1994, AT 10 O'CLOCK A.M.



William T. Quillen

William T. Quillen, Secretary of State

2094005 8320

AUTHENTICATION:

7144480

944103970

DATE:

06-09-94

State of Delaware
Office of the Secretary of State

PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE CERTIFICATE OF MERGER, WHICH MERGES:

"CENTANA INTRASTATE PIPELINE COMPANY", A DELAWARE CORPORATION,

WITH AND INTO "CENTANA INTRASTATE PIPELINE, LLC" UNDER THE NAME OF "CENTANA INTRASTATE PIPELINE, LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, WAS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-NINTH DAY OF DECEMBER, A.D. 1998, AT 2 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID LIMITED LIABILITY COMPANY SHALL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE.



Edward J. Freel, Secretary of State

2978449 8330

991445640

AUTHENTICATION:

0038015

DATE:

10-21-99

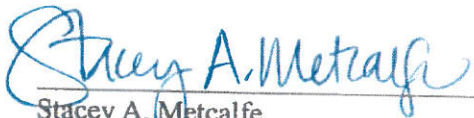
SAN JACINTO GAS TRANSMISSION, LLC

Assistant Secretary's Certificate

I, Stacey A. Metcalfe, the duly appointed Assistant Secretary of San Jacinto Gas Transmission, LLC, formerly known as DCP Industrial Gas, LLC, a Delaware limited liability company (the "Company"), do hereby certify as follows:

1. San Jacinto Gas Transmission Company was a Texas general partnership owned by Centana Intrastate Pipeline, LLC and the Company.
2. Effective August 1, 2010, Centana Intrastate Pipeline, LLC assigned its 50% partnership interest in San Jacinto Gas Transmission Company to the Company.
3. As a result of the assignment, San Jacinto Gas Transmission Company ceased to exist under Texas general partnership law as the Company now owns 100% of the interests in and assets of San Jacinto Gas Transmission Company.
4. Effective August 1, 2010, the Company changed its name to San Jacinto Gas Transmission, LLC. A copy of the name change is attached hereto as Exhibit A.

IN WITNESS WHEREOF, I have executed this Assistant Secretary's Certificate as of the 2nd day of August, 2010.


Stacey A. Metcalfe,
Assistant Secretary

JMA

EXHIBIT A

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "DCP INDUSTRIAL GAS, LLC", CHANGING ITS NAME FROM "DCP INDUSTRIAL GAS, LLC" TO "SAN JACINTO GAS TRANSMISSION, LLC", FILED IN THIS OFFICE ON THE THIRTIETH DAY OF JULY, A.D. 2010, AT 1:19 O'CLOCK P.M.


AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AMENDMENT IS THE FIRST DAY OF AUGUST, A.D. 2010, AT 12:01 O'CLOCK A.M.

2358184 8100

100788790

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 8144608

DATE: 07-30-10

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:41 PM 07/30/2010
FILED 01:19 PM 07/30/2010
SRV 100788790 - 2358184 FILE

**CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF FORMATION
OF
DCP INDUSTRIAL GAS, LLC**

DCP Industrial Gas, LLC, a limited liability company duly organized and existing under and by virtue of the Limited Liability Company Act of the State of Delaware (the "Company"), DOES HEREBY CERTIFY:

1. The name of the Company is DCP Industrial Gas, LLC.
2. The First Section of the Certificate of Formation of the Company is hereby amended in its entirety as follows:

"1. Name. The name of the Company is 'San Jacinto Gas Transmission, LLC'."
3. The effective time of the name change of the Company contemplated hereby is August 1, 2010 at 12:01 a.m. Eastern Standard Time.

IN WITNESS WHEREOF, the undersigned has executed this Amendment to the Certificate of Formation of DCP Industrial Gas, LLC on this 29th day of July, 2010.


Stacey A. Metcalfe
Assistant Secretary/Authorized Person

State of Delaware
Secretary of State
Division of Corporations
Delivered 08:37 PM 12/11/2006
FILED 07:22 PM 12/11/2006
SRV 061131623 - 2358184 FILE

STATE OF DELAWARE
AMENDMENT TO THE CERTIFICATE OF FORMATION
OF
DEFS INDUSTRIAL GAS, LLC

DEFS Industrial Gas, LLC, a limited liability company duly organized and existing under and by virtue of the Limited Liability Company Act of the State of Delaware (the "Company"), DOES HEREBY CERTIFY:

1. The name of the Company is DEFS Industrial Gas, LLC.
2. Article 13 of the Certificate of Formation of the Company is hereby amended in its entirety as follows:

"13. Name. The name of the Company is 'DCP Industrial Gas, LLC'."
3. The effective time of the name change of the Company contemplated hereby is January 1, 2007 at 12:01 a.m. Eastern Standard Time.

IN WITNESS WHEREOF, the undersigned has executed this Amendment to the Certificate of Formation of DEFS Industrial Gas, LLC on this 11th day of December, 2006.


Stacey A. Metcalfe
Assistant Secretary/Authorized Person

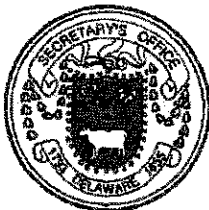
Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "DEFS INDUSTRIAL GAS, LLC", CHANGING ITS NAME FROM "DEFS INDUSTRIAL GAS, LLC" TO "DCP INDUSTRIAL GAS, LLC", FILED IN THIS OFFICE ON THE ELEVENTH DAY OF DECEMBER, A.D. 2006, AT 7:22 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AMENDMENT IS THE FIRST DAY OF JANUARY, A.D. 2007, AT 1:01 O'CLOCK A.M.



2358184 8100

061131623

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 5278923

DATE: 12-14-06

MAR-20-2001 18:28

CT CORPORATION

1 303 629 2525 P.02/02

**CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF FORMATION
OF
TECO INDUSTRIAL GAS COMPANY LLC**

Teco Industrial Gas Company LLC, a limited liability company duly organized and existing under and by virtue of the Limited Liability Company Act of the State of Delaware (the "Company"), DOES HEREBY CERTIFY:

1. The name of the Company is Teco Industrial Gas Company LLC.
2. Article 13 of the Certificate of Formation of the Company is hereby amended in its entirety as follows:

"13. Name: The name of the limited liability company is DEFS Industrial Gas, LLC."

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment of Certificate of Formation of Teco Industrial Gas Company LLC this 12th day of March, 2001.

mer

Jim W. Mogg,

Chairman of the Board, President and
Chief Executive Officer

State of Delaware
Office of the Secretary of State

PAGE 1

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "TECO INDUSTRIAL GAS COMPANY LLC", CHANGING ITS NAME FROM "TECO INDUSTRIAL GAS COMPANY LLC" TO "DEFS INDUSTRIAL GAS, LLC", FILED IN THIS OFFICE ON THE TWENTIETH DAY OF MARCH, A.D. 2001, AT 4:30 O'CLOCK P.M.



2358184 8100

010138837

Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 1036243

DATE: 03-21-01

Pursuant to
Section 266 of
General Corporation Law of the State of Delaware ("DGCL")

FEB 16 2004 12:11 PM FR DUKE ENERGY 0036032226 TO 31100210017
JAN 16 2001 11:00 AM FR DEPT LEGAL PROVISIONS SET 0000 TO 0000
FROM CORPORATION INC. WILMINGTON DEL. 110012 20 00 11:04/0. 11:02/NO. 000.002182 2 10

IN WITNESS WHEREOF, the undersigned has duly executed this
Certificate of Conversion to Limited Liability Company as of the day and year first above
written.

TECO INDUSTRIAL GAS COMPANY



Name: Alvin Suggs

Title: Vice President and Secretary

(110012 20 00 11:04/0. 11:02/NO. 000.002182 2 10)

DEC 26 2000 13:06 FR FRIED, FRANK & HARRIS 212 659 4220 TO 4505999006391322 F. 02/13

State of Delaware

PAGE 1

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A DELAWARE CORPORATION UNDER THE NAME OF "TECO INDUSTRIAL GAS COMPANY" TO A DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM "TECO INDUSTRIAL GAS COMPANY" TO "TECO INDUSTRIAL GAS COMPANY LLC", FILED IN THIS OFFICE ON THE TWENTY-SIXTH DAY OF DECEMBER, A.D. 2000, AT 1 O'CLOCK P.M.



2358184 8100V

001649046


Edward J. Freel, Secretary of State
AUTHENTICATION: 0878093

DATE: 12-26-00

FILED
In the Office of the
Secretary of State of Texas

FEB 03 1994

ARTICLES OF MERGER OF DOMESTIC AND FOREIGN CORPORATIONS

(TECO INDUSTRIAL GAS COMPANY)

Pursuant to the provisions of Article 5.04 of the Texas Business Corporation Act, the undersigned corporations adopt the following Articles of Merger for the purposes of merging them into one of such corporation:

1. The Agreement and Plan of Merger, which was approved by the shareholders of each of the undersigned corporations in the manner prescribed by the Texas Business Corporation Act and the General Corporation Law of Delaware, is set forth in the Agreement and Plan of Merger of Teco Industrial Gas Company, a Texas business corporation with and into Teco Industrial Gas Company, a Delaware close corporation, (the "Plan") which is attached hereto as Exhibit A and incorporated herein by reference.

2. As to each of the undersigned corporations, the number of shares outstanding entitled to vote as a class on such Plan are as follows:

NAME OF CORPORATION	NUMBER OF SHARES OUTSTANDING	ENTITLED TO VOTE AS A CLASS	
		DESIGNATION OF CLASS	NUMBER OF SHARES
Teco Industrial Gas Company	1000	Common	1000
Teco Industrial Gas Company	1000	Common	1000

3. As to each corporation, the number of shares voted for and against such Plan are as follows:

NAME OF CORPORATION	NUMBER OF SHARES		ENTITLED TO VOTE AS A CLASS		
	TOTAL VOTED FOR	TOTAL VOTED AGAINST	CLASS	VOTED FOR	VOTED AGAINST
Teco Industrial Gas Company	1000	-0-	Common	1000	-0-
Teco Industrial Gas Company	1000	-0-	Common	1000	-0-

4. The approval of the Plan by Teco Industrial Gas Company, a Delaware corporation, was duly authorized by all action required by the laws under which it was incorporated or organized and by its constituent documents

02/03/94 09 35


512 8895100

GTH&M

005/005

DATED December 31, 1993.

TECO INDUSTRIAL GAS COMPANY,
a Texas corporation

By: 
J. Craig New, President

TECO INDUSTRIAL GAS COMPANY,
a Delaware close corporation

By: 
J. Craig New, President

EXHIBIT A

AGREEMENT AND

PLAN OF MERGER

PROVIDING FOR THE MERGER OF TECO INDUSTRIAL GAS COMPANY,
WITH AND INTO TECO INDUSTRIAL GAS COMPANY

Pursuant to Article 5.01 of the Texas Business Corporation Act and Section 252 of the General Corporation Law of Delaware, the undersigned corporations adopt and enter into this Agreement and Plan of Merger as follows:

1 The name of each corporation that is a party to the merger is: (a) 'Teco Industrial Gas Company, a Texas business corporation (herein "Teco-Texas")' and (b) 'Teco Industrial Gas Company, a Delaware close corporation (herein "Teco-Delaware")'. 'Teco-Delaware' shall be the surviving corporation under the name, 'Teco Industrial Gas Company.

2 The terms and conditions of the merger are as follows.

a Teco-Texas shall be merged with and into Teco-Delaware, as the surviving corporation.

b. The merger shall become effective on the date on which Articles of Merger, providing for such merger, are filed with the office of the Secretary of State of Texas, and a Certificate of Merger, providing for such merger, is filed with the office of the Secretary of State of Delaware. Upon such effective date the separate existence of Teco-Texas shall cease, and Teco-Delaware shall succeed, without other transfer, to all rights and property, real and personal, of Teco-Texas, and shall be subject to all debts and liabilities of Teco-Texas, in the same manner as if Teco-Delaware had

itself incurred them. All rights of creditors and all liens upon the property of each constituent corporation shall be preserved unimpaired.

c. The shareholders of Teco-Texas will surrender all certificates representing their shares to be cancelled in the manner hereinafter set forth. The shares of Teco-Delaware will remain outstanding as the issued and outstanding shares of the surviving corporation.

3. The manner and basis of converting any of the shares or other evidences of ownership of each corporation that is a party to the merger into shares, obligations, evidences of ownership, rights to purchase securities or other securities of the surviving corporation, shall be as follows:

a. When the merger shall become effective, certificates representing outstanding shares of Teco-Texas shall be surrendered by its shareholders to Teco-Delaware as the surviving corporation and shall be cancelled.

b. When the merger shall become effective, the shares of the then issued and outstanding common capital stock of Teco-Delaware (each such share having a par value of one dollar [\$1.00]) shall remain outstanding as the issued and outstanding shares of the stock of the surviving corporation.

4. The Certificate of Incorporation of Teco-Delaware, on the effective date of the merger, shall be the Certificate of Incorporation of the surviving corporation, and shall continue in full force as the Certificate of Incorporation of the surviving

DIRECTORS' AND SHAREHOLDER'S CONSENT

TECO INDUSTRIAL GAS COMPANY

The undersigned, being all of the directors and the sole shareholder of Teco Industrial Gas Company, a Texas business corporation, acting in their respective capacities by written consent in lieu of a meeting pursuant to Article 9.10 of the Texas Business Corporation Act, hereby take the following actions and adopt the following resolutions:

WHEREAS, the undersigned directors and shareholder of Teco Industrial Gas Company (this "Corporation") have investigated and considered a possible merger of this Corporation with and into Teco Industrial Gas Company, a Delaware close corporation,

RESOLVED, that each of the undersigned directors deems it to be in the best interest of this Corporation and the shareholder of this Corporation that the Agreement and Plan of Merger of Teco Industrial Gas Company with and into Teco Industrial Gas Company, a Delaware close corporation, a copy of which is attached hereto as Exhibit A (the "Merger Agreement") be, and hereby is, approved by the undersigned directors and that Teco Industrial Gas Company, a Delaware close corporation and this Corporation be merged, and

RESOLVED, that the terms and conditions of the Merger Agreement and the mode of carrying those terms and condition into effect as well as the manner and basis of converting the shares of the constituent corporations into shares of the surviving corporation as set forth in the Merger Agreement be, and hereby are, approved by the undersigned directors and recommended to the shareholder of this Corporation for approval, and

RESOLVED, that the Merger Agreement be submitted to the shareholder of this Corporation for approval, and

RESOLVED, that the undersigned shareholder waive any call or notice of meeting; and

RESOLVED, that the Merger Agreement providing for a plan of merger of this Corporation with and into Teco Industrial Gas

Company, a Delaware close corporation, be, and hereby is, approved by the undersigned shareholder in the form submitted by the Board of Directors of this Corporation, and

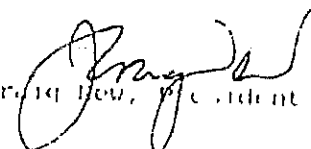
RESOLVED, that any one of the officers of this Corporation be, and hereby is, directed to execute the Merger Agreement in the name of and on behalf of this Corporation; and

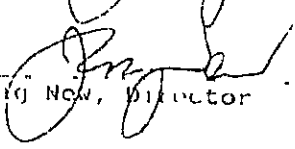
FURTHER RESOLVED, that the undersigned shareholder hereby authorizes the Board of Directors and the undersigned directors hereby authorize the officers of this Corporation to execute, acknowledge, and file such instruments and do such other acts in the name of and on behalf of this Corporation as may be necessary or proper, to fully perform the terms and conditions of the Merger Agreement

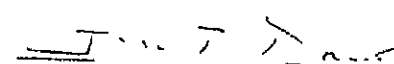
DATED: December 31, 1993

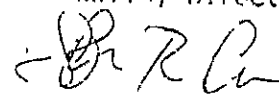
TECO PIPELINE COMPANY,
Sole Shareholder

By:


J. Craig New, President


J. Craig New, Director


John W. Davis, Director


Steven R. Cruse, Director

EXHIBIT

AGREEMENT AND
PLAN OF MERGER

PROVIDING FOR THE MERGER OF TECO INDUSTRIAL GAS COMPANY,
WITH AND INTO TECO INDUSTRIAL GAS COMPANY

Pursuant to Article 5.01 of the Texas Business Corporation Act and Section 252 of the General Corporation Law of Delaware, the undersigned corporations adopt and enter into this Agreement and Plan of Merger as follows

1. The name of each corporation that is a party to the merger is: (a) Teco Industrial Gas Company, a Texas business corporation (herein "Teco-Texas") and (b) Teco Industrial Gas Company, a Delaware close corporation (herein "Teco-Delaware") Teco-Delaware shall be the surviving corporation under the name, Teco Industrial Gas Company.

2. The terms and conditions of the merger are as follows

a. Teco-Texas shall be merged with and into Teco-Delaware, as the surviving corporation

b. The merger shall become effective on the date on which Articles of Merger, providing for such merger, are filed with the office of the Secretary of State of Texas, and a Certificate of Merger, providing for such merger, is filed with the office of the Secretary of State of Delaware. Upon such effective date the separate existence of Teco-Texas shall cease, and Teco-Delaware shall succeed, without other transfer, to all rights and property, real and personal, of Teco-Texas, and shall be subject to all debts and liabilities of Teco-Texas, in the same manner as if Teco-Delaware had

itself incurred them. All rights of creditors and all liens upon the property of each constituent corporation shall be preserved unimpaired.

c. The shareholders of Teco-Texas will surrender all certificates representing their shares to be cancelled in the manner hereinafter set forth. The shares of Teco-Delaware will remain outstanding as the issued and outstanding shares of the surviving corporation.

3. The manner and basis of converting any of the shares or other evidences of ownership of each corporation that is a party to the merger into shares, obligations, evidence of ownership, rights to purchase securities or other securities of the surviving corporation, shall be as follows:

a. When the merger shall become effective, certificates representing outstanding shares of Teco-Texas shall be surrendered by its shareholders to Teco-Delaware as the surviving corporation and shall be cancelled.

b. When the merger shall become effective, the shares of the then issued and outstanding common capital stock of Teco-Delaware (each such share having a par value of one dollar [\$1.00]) shall remain outstanding as the issued and outstanding shares of the stock of the surviving corporation.

4. The Certificate of Incorporation of Teco-Delaware, on the effective date of the merger, shall be the Certificate of Incorporation of the surviving corporation, and shall continue in full force as the Certificate of Incorporation of the surviving

corporation until altered, amended, or repealed as provided therein or as provided by law.

5. When the merger shall become effective, the bylaws of Teco-Delaware shall continue as the bylaws of the surviving corporation.

6. When the merger shall become effective, the directors and officers of Teco-Delaware shall continue as the directors and officers of the surviving corporation, and shall hold office until the next annual meeting of the shareholders and directors of Teco-Delaware or until such time as their respective successors shall have been duly elected or appointed and qualified.

DATED: _____, 1993

TECO INDUSTRIAL GAS COMPANY,
a Texas corporation

TECO INDUSTRIAL GAS COMPANY,
a Delaware close corporation

By: _____
J. Craig New, President

By: _____
J. Craig New, President



TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

JOHN SHARP • COMPTROLLER • AUSTIN, TEXAS 78774

CERTIFICATION OF ACCOUNT STATUS

THE STATE OF TEXAS

COUNTY OF TRAVIS

I, John Sharp, Comptroller of Public Accounts of the State of Texas, DO HEREBY CERTIFY that according to the current records of this office

TLCO INDUSTRIAL GAS CO

is out of business, that all required reports for taxes administered by the Comptroller have been filed and that the taxes due on those reports have been paid. This certificate may be used for the purpose of dissolution, merger or withdrawal.

This certificate is valid through 12-31-91

GIVEN UNDER MY HAND AND
SEAL OF OFFICE in the
City of Austin, this
31st day of January, 1994 A.D.

A handwritten signature of John Sharp in cursive script, written in dark ink.

JOHN SHARP
Comptroller of Public Accounts

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



Carlos H. Cascos
Secretary of State

Office of the Secretary of State

December 07, 2015

CT Corporation System
701 Brazos, Ste. 720
Austin, TX 78701 USA

RE: San Jacinto Gas Transmission, LLC
File Number: 708606223

It has been our pleasure to file the Termination of Foreign Entity for the referenced entity. Enclosed is the certificate evidencing filing. Payment of the filing fee is acknowledged by this letter.

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

Sincerely,

Corporations Section
Business & Public Filings Division
(512) 463-5555

Enclosure



Office of the Secretary of State

**CERTIFICATE OF FILING
OF**

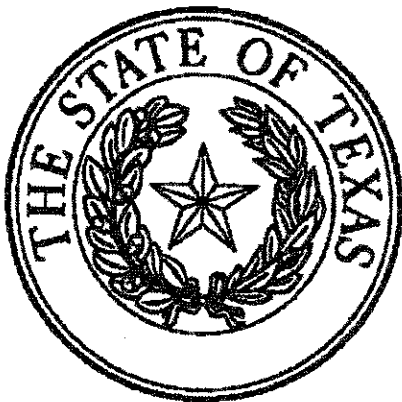
**San Jacinto Gas Transmission, LLC
File Number: 708606223**

The undersigned, as Secretary of State of Texas, hereby certifies that the Termination of Foreign Entity for the above named entity has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

Dated: 11/30/2015

Effective: 11/30/2015



A handwritten signature in black ink, appearing to read "C. Cascos", followed by a horizontal line.

Carlos H. Cascos
Secretary of State

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE CERTIFICATE OF MERGER WHICH MERGES:

"SAN JACINTO GAS TRANSMISSION, LLC", A DELAWARE LIMITED LIABILITY COMPANY,

WITH AND INTO "DCP INTRASTATE NETWORK, LLC" UNDER THE NAME OF "DCP INTRASTATE NETWORK, LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, WAS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-THIRD DAY OF NOVEMBER, A.D. 2015, AT 4:26 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID LIMITED LIABILITY COMPANY SHALL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTIETH DAY OF NOVEMBER, A.D. 2015 AT 11:59 O'CLOCK P.M.




Jeffrey W. Bullock, Secretary of State

2358184 8330
SR# 20151104789

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 10504521
Date: 11-30-15

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE CERTIFICATE OF MERGER WHICH MERGES:

"SAN JACINTO GAS TRANSMISSION, LLC", A DELAWARE LIMITED LIABILITY COMPANY,

WITH AND INTO "DCP INTRASTATE NETWORK, LLC" UNDER THE NAME OF "DCP INTRASTATE NETWORK, LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, WAS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-THIRD DAY OF NOVEMBER, A.D. 2015, AT 4:26 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID LIMITED LIABILITY COMPANY SHALL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTIETH DAY OF NOVEMBER, A.D. 2015 AT 11:59 O'CLOCK P.M.



2358184 8330
SR# 20151104789

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JB", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Jeffrey W. Bullock, Secretary of State

Authentication: 10504521
Date: 11-30-15

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"SAN JACINTO GAS TRANSMISSION, LLC", A DELAWARE LIMITED LIABILITY COMPANY,

WITH AND INTO "DCP INTRASTATE NETWORK, LLC" UNDER THE NAME OF "DCP INTRASTATE NETWORK, LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE ON THE TWENTY-THIRD DAY OF NOVEMBER, A.D. 2015, AT 4:26 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTIETH DAY OF NOVEMBER, A.D. 2015 AT 11:59 O'CLOCK P.M.



3021734 8100M
SR# 20151044858

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JB", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Jeffrey W. Bullock, Secretary of State

Authentication: 10499264
Date: 11-25-15

**CERTIFICATE OF MERGER
OF
SAN JACINTO GAS TRANSMISSION, LLC
INTO
DCP INTRASTATE NETWORK, LLC**

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:26 PM 11/23/2015
FILED 04:26 PM 11/23/2015
SR 20151044858 - File Number 3021734

Pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Act, the undersigned surviving limited liability company submits the following Certificate of Merger for filing and certifies that:


1. The name, type of entity and state of domicile of each of the constituent entities of the merger is as follows:

<u>Name</u>	<u>Type of Entity</u>	<u>State of Formation</u>
San Jacinto Gas Transmission, LLC	Limited Liability Company	Delaware
DCP Intrastate Network, LLC	Limited Liability Company	Delaware

2. An Agreement and Plan of Merger between the constituent entities has been approved, adopted, certified, executed and acknowledged by each of the constituent entities.
3. The name of the surviving entity is "DCP Intrastate Network, LLC", a Delaware limited liability company.
4. The merger shall become effective as of November 30, 2015, at 11:59 PM Eastern Time.
5. The Agreement and Plan of Merger is on file at the place of business of the surviving entity, the address of which is: 370 17th Street, Suite 2500, Denver, CO 80202.
6. A copy of the Agreement and Plan of Merger will be furnished by the surviving entity, on request and without cost, to any member of the constituent entities or any person holding an interest in any other business entity which is to merge.

IN WITNESS WHEREOF, this Certificate of Merger has been duly executed as of November 20, 2015.

DCP INTRASTATE NETWORK, LLC


Michael S. Richards
Authorized Person

**CERTIFICATE OF MERGER
OF
SAN JACINTO GAS TRANSMISSION, LLC
INTO
DCP INTRASTATE NETWORK, LLC**

Pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Act, the undersigned surviving limited liability company submits the following Certificate of Merger for filing and certifies that:


1. The name, type of entity and state of domicile of each of the constituent entities of the merger is as follows:

<u>Name</u>	<u>Type of Entity</u>	<u>State of Formation</u>
San Jacinto Gas Transmission, LLC	Limited Liability Company	Delaware
DCP Intrastate Network, LLC	Limited Liability Company	Delaware

2. An Agreement and Plan of Merger between the constituent entities has been approved, adopted, certified, executed and acknowledged by each of the constituent entities.
3. The name of the surviving entity is "DCP Intrastate Network, LLC", a Delaware limited liability company.
4. The merger shall become effective as of November 30, 2015, at 11:59 PM Eastern Time.
5. The Agreement and Plan of Merger is on file at the place of business of the surviving entity, the address of which is: 370 17th Street, Suite 2500, Denver, CO 80202.
6. A copy of the Agreement and Plan of Merger will be furnished by the surviving entity, on request and without cost, to any member of the constituent entities or any person holding an interest in any other business entity which is to merge.

IN WITNESS WHEREOF, this Certificate of Merger has been duly executed as of November 20, 2015.

DCP INTRASTATE NETWORK, LLC


Michael S. Richards
Authorized Person

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Plan"), dated as of November 20, 2015, by and between San Jacinto Gas Transmission, LLC ("San Jacinto"), a Delaware limited liability company, and DCP Intrastate Network, LLC ("Intrastate"), a Delaware limited liability company, such companies being hereinafter collectively referred to as the "Constituent Entities."

WITNESSETH

WHEREAS, the Constituent Entities desire to merge into a single entity upon the terms and conditions set forth herein (the "Merger");

WHEREAS, the Merger is permitted by the laws of the jurisdictions in which each of the Constituent Entities is organized;

WHEREAS, Intrastate is a limited liability company, which on the date hereof is owned of record by DCP South Central Texas LLC having a 100% sole member interest in Intrastate.

WHEREAS, San Jacinto is a limited liability company, which on the date hereof, is owned of record by DCP South Central Texas LLC having a 100% sole member interest in San Jacinto.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein contained and for the purposes of prescribing the terms and conditions of the Merger and the mode of carrying the same into effect and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I

Merger

At the Effective Time of the Merger (as defined in Article IV below), San Jacinto and Intrastate hereby merge into one another, with Intrastate being the surviving entity (hereinafter sometimes called the "Surviving Entity") and which shall continue its existence under the laws of the State of Delaware, with its registered office c/o The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801. The separate existence and corporate organization of San Jacinto shall cease at the Effective Time of the Merger, and the Surviving Entity shall succeed to and possess all the properties, rights, privileges, powers and franchises of a public as well as of a private nature and shall be subject to all the debts, liabilities, obligations, restrictions, disabilities and duties of San Jacinto, all without further act or deed. The membership interests in San Jacinto shall without further action be canceled.

ARTICLE II

Certificate of Formation; Operating Agreement; Directors and Officers

Section 2.01. Certificate of Formation. From and after the Effective Time of the Merger, the certificate of formation of Intrastate, as in effect immediately prior thereto, shall be and remain the certificate of formation of the Surviving Entity.

Section 2.02. Limited Liability Company Agreement. From and after the Effective Time of the Merger, the Limited Liability Company Agreement of Intrastate, as in effect immediately prior thereto, shall be and remain the Limited Liability Company Agreement of the Surviving Entity until amended, altered or repealed as provided therein or by law.

Section 2.03. Directors and Officers. From and after the Effective Time of the Merger, the directors and officers of Intrastate, in office immediately prior thereto, shall be the directors and officers, respectively, of the Surviving Entity until their successors are elected and qualified.

ARTICLE III

Termination

Notwithstanding approval of this Plan by the member(s), partners, and/or board of directors of any or all of the Constituent Entities, this Plan may be terminated by agreement of the member(s), partners, and/or board of directors of each Constituent Entity at any time prior to the filing of a Certificate of Merger with the Secretary of State of Delaware. Upon such termination, this Plan shall become void and of no force or effect whatsoever.

ARTICLE IV

Effective Time of the Merger

The Merger shall become effective on November 30, 2015, at 11:59 PM Eastern Time (herein called the "Effective Time of the Merger"), provided that this Plan has been executed, acknowledged and certified in accordance with Delaware law and that a Certificate of Merger has been filed with the Secretary of State of Delaware together with all other appropriate instruments, documents and other papers, as provided in the applicable provisions of Delaware law.

ARTICLE V

Miscellaneous

Section 5.01. Effect of Merger; Further Documentation. Upon the Merger becoming effective, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of San Jacinto shall be transferred to, vested in and devolve upon the Surviving Entity without further act or deed, and all property, rights, and every other interest of San Jacinto shall be as effectively the property of the Surviving Entity as they were of San Jacinto. San Jacinto hereby agrees from time to time, as and when requested by the Surviving Entity or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the Surviving Entity may deem necessary or desirable in order to vest in and confirm to the Surviving Entity title to and possession of any property of San Jacinto acquired or to be acquired by reason of or as a result of the Merger and otherwise to carry out the intent and purposes hereof; and the proper officers and directors of San Jacinto and the proper officers and directors of the Surviving Entity are fully authorized in the name of San Jacinto or otherwise to take any and all such action.

Section 5.02. Service of Process. Intrastate may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of San Jacinto, as well as for enforcement of any obligation of San Jacinto arising from the Merger; and it does hereby irrevocably appoint the Secretary of State of Delaware as its agent to accept service of process in any such suit or other proceeding. The address to which a copy of such process shall be mailed by the Secretary of State of Delaware is: 370 17th Street, Suite 2500, Denver, CO 80202, Attention: Secretary, until Intrastate shall have hereafter designated in writing to the said Secretary of State a different address for such purpose. Service of such process may be made by personally delivering to and leaving with the Secretary of State of Delaware duplicate copies of such process, one of which copies the Secretary of State of Delaware shall forthwith send by registered mail to Intrastate.

Section 5.03. Counterparts. For the convenience of the parties and to facilitate the filing or recording of this Plan, any number of counterparts hereof may be executed, and each such counterpart shall be deemed to be an original instrument and all such counterparts together shall be considered one instrument.

IN WITNESS WHEREOF, the parties hereto, pursuant to the approval and authority duly given by resolutions adopted by their member(s), partners, and/or Board of Directors, have caused this Plan to be executed by the authorized officers of each party hereto as the respective act, deed and agreement of each of the entities as of the date first above written.

SAN JACINTO GAS TRANSMISSION, LLC

A handwritten signature in blue ink, reading "Michael S. Richards", is written over a horizontal line.

Michael S. Richards

Vice President, General Counsel & Secretary

DCP INTRASTATE NETWORK, LLC

A handwritten signature in blue ink, reading "Michael S. Richards", is written over a horizontal line.

Michael S. Richards

Vice President, General Counsel & Secretary

**WRITTEN CONSENT OF THE SOLE MEMBER
OF
DCP INTRASTATE NETWORK, LLC**

November 20, 2015

The undersigned, being the sole member of all outstanding interests of DCP Intrastate Network, LLC, a Delaware limited liability company (the "Company") does hereby consent to and adopt the following resolutions and declare that the same shall be and constitute actions of the sole member of the Company in accordance with the Limited Liability law of the State of Delaware.

RESOLVED, that the terms and provisions of the proposed Agreement and Plan of Merger (the "Merger Agreement") between San Jacinto Gas Transmission, LLC ("San Jacinto") and the Company providing for the merger of San Jacinto with and into the Company, as a result of which the Company will be the surviving entity, as described in the Merger Agreement, is hereby approved and adopted, and the officers of the Company each are hereby authorized to execute and deliver such Merger Agreement, in substantially the form distributed to the parties, with such changes, deletions and additions thereto as officers shall deem necessary or appropriate, and the performance by the Company of its obligations under the Merger Agreement is hereby approved; and

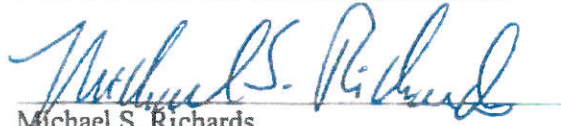
FURTHER RESOLVED, that all actions heretofore taken by the officers and representatives of the Company in connection with the negotiation and preparation of the Merger Agreement, and with respect to the transactions contemplated thereby, are hereby ratified, approved, and confirmed in all respects; and

FURTHER RESOLVED, that the officers of the Company are hereby authorized to do or cause to be done any and all such further acts and things (including, without limitation the execution and delivery of any and all documents, certificates, agreements and other instruments) which they may deem necessary or advisable in order to carry out the intent of the preceding resolutions.

[remainder of page left blank intentionally]

IN WITNESS WHEREOF, the sole member of the Company has executed this Consent as of the date first written above.

DCP SOUTH CENTRAL TEXAS LLC



Michael S. Richards

Vice President, General Counsel & Secretary

**WRITTEN CONSENT OF THE SOLE MEMBER
OF
SAN JACINTO GAS TRANSMISSION, LLC**

November 20, 2015

The undersigned, being the sole member of San Jacinto Gas Transmission, LLC, a Delaware limited liability company (the "Company") does hereby consent to and adopt the following resolutions and declare that the same shall be and constitute actions of the Company in accordance with the Limited Liability law of the State of Delaware.

RESOLVED, that the terms and provisions of the proposed Agreement and Plan of Merger (the "Merger Agreement") between DCP Intrastate Network, LLC ("Intrastate") and the Company providing for the merger of Company into and with Intrastate, as a result of which Intrastate will be the surviving entity, as described in the Merger Agreement, is hereby approved and adopted, and the officers of the Company each are hereby authorized to execute and deliver such Merger Agreement, in substantially the form distributed to the parties, with such changes, deletions and additions thereto as officers shall deem necessary or appropriate, and the performance by the Company of its obligations under the Merger Agreement is hereby approved; and

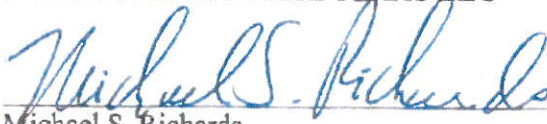
FURTHER RESOLVED, that all actions heretofore taken by the officers and representatives of the Company in connection with the negotiation and preparation of the Merger Agreement, and with respect to the transactions contemplated thereby, are hereby ratified, approved, and confirmed in all respects; and

FURTHER RESOLVED, that the officers of the Company are hereby authorized to do or cause to be done any and all such further acts and things (including, without limitation the execution and delivery of any and all documents, certificates, agreements and other instruments) which they may deem necessary or advisable in order to carry out the intent of the preceding resolutions.

[remainder of page left blank intentionally]

IN WITNESS WHEREOF, the sole member of the Company has executed this Consent as of the date first written above.

DCP SOUTH CENTRAL TEXAS LLC



Michael S. Richards

Vice President, General Counsel & Secretary

EXHIBIT E

Statement Covering Utility Construction Contract Work
TxDOT Form U-48



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

Form ROW-U-48
(Rev. 11/17)
Page 1 of 1

U-Number: U-15370

ROW CSJ Number: 0543-03-074

District: Houston

County: Fort Bend

Highway No.: FM 762

Federal Project No.: N/A

I, Travis L. Hammons, a duly authorized and qualified representative of DCP Intrastate Network, LLC, 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.
 - 2.
 - 3.
 - 4.
 - 5.
- ☐ 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. In the best interest of both the **State** and the **Utility**, the **Utility** requests the **State** to include the plans and specifications for this work in the general contract for construction of Highway FM 762 in this area, so that the work can be coordinated with the other construction operations; and the construction contract is to be awarded by the **State** to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed.

Signature

Date

Attorney-in-fact

Title