

27C

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 04/21/2009	Submitted By: P.Batts
Court Agenda Date: 04/28/09	Department: Engineering
	Phone Number: 281 633 7507

SUMMARY OF ITEM: Take all appropriate action on Standard Utility Agreement between Fort Bend County and Kinder Morgan Tejas Pipeline LLC (202-600-0022,24,27) regarding improvements to Greenbusch Road and Katy-Flewellen Road and which includes realignment of Greenbusch and widening and installation of storm sewers at Katy-Flewellen in an amount not to exceed \$408,131.00, Precinct 3. (Fund: Right of Way)

RENEWAL AGREEMENT/APPOINTMENT YES NO
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES NO

FINANCIAL SUMMARY:

BUDGETED ITEM: YES NO

FUNDNG SOURCE: Accounting Unit: _____ Account Number: _____
Activity (If Applicable): _____

DESCRIPTION OF LAWSON ACCOUNT: _____

COUNTY JUDGE
RECEIVED
APR 22 2009

Instructions to submit Agenda Request Form:

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

DISTRIBUTION:
Original Form Submitted with back up to County Judge's Office (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609

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

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

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

4-30-09 copy received



April 3, 2009

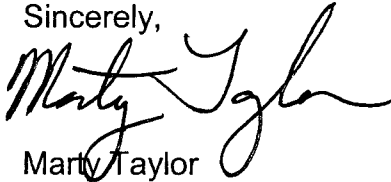
Mr. Chris Mayfield
Utility Coordinator
Property Acquisition Services
19855 Southwest Freeway, Suite 200
Sugar Land, Texas 77479

Re: Standard Utility Agreement
KM Tejas 202-600-0022, 24, 27,
Greenbusch and Katy-Flewellen
Roads, Fort Bend County, Texas

Dear Chris:

Attached please find three originals of the referenced agreement which have been executed by Kinder Morgan Tejas Pipeline LLC. If you find acceptable please have the agreements executed on behalf of fort Bend County, Texas and return one fully executed original to me. As soon as it is received the work will be scheduled.

If you have any questions you may contact me at 713-369-8873 or at fred_taylor@kindermorgan.com.

Sincerely,

Marty Taylor
Sr. Right-of-Way Agent

Attachments

Cc: Jim Ephraim
File

**STANDARD UTILITY AGREEMENT
ACTUAL COST – FORT BEND COUNTY**

County: Fort Bend
Project No.: n/a
Road Project Letting Date: 2/2009

Road: Greenbusch and Katy-Flewellen Roads
Limits: From: Pin Oak Lane
To: Falcon Landing

This Agreement by and between Fort Bend County, Texas, (“**County**”), acting by and through its duly authorized official, and Kinder Morgan Tejas Pipeline LLC, acting by and through its duly authorized representative, (“**Owner**”), shall be effective on the date of approval and execution by and on behalf of the **County**.

WHEREAS, the **County** has determined that it is necessary to make certain improvements to Greenbusch Road and Katy-Flewellen Road, which said changes are generally described as follows: Realignment of GreenBusch and Widening and Installation of Storm Sewers at Katy-Flewellen.

WHEREAS, these proposed roadway improvements will necessitate the adjustment, removal, and/or relocation of certain facilities of **Owner** as indicated in the following statement of work: Extend Casing and Install Concrete Protective Cap and such work is described in **Owner’s** Estimate (estimated at \$408,131.00), which is attached hereto and made a part hereof, and which is prepared in form and manner required by 23 CFR 645, Subpart A, and amendments thereto; and

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

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

The **County will pay for** reasonable and necessary eligible costs incurred in the adjustment or relocation of **Owner’s** facilities to the extent authorized under Title 23, Code of Federal Regulations, Part 645, Subpart A. The **County’s** participation shall consist of One Hundred percent (100%) of the cost of the adjustment or relocation.

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

- (1) Actual direct and related indirect eligible costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
- (2) Actual direct and related indirect eligible costs accumulated in accordance with an established accounting procedure developed by the **Owner** and approved by the **County**.

Subject to the participation percentage as set out above, the **County** will, upon satisfactory completion of the adjustment or relocation, and upon receipt of a final billing prepared in the form and manner prescribed by Federal regulations, make payment in the amount of [One Hundred] percent (100%) of the eligible costs as shown in the final billing.

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

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 by all parties, 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. Such plans are attached as Exhibit "B". **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 Part 645, Subpart A.

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

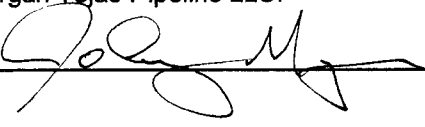
This agreement is subject to cancellation by the **County** at any time up to the date that work under this agreement has been authorized. **County** shall reimburse **Owner** 100% of all reasonable and necessary cost incurred by **Owner** up to the date of receipt of Notice of Cancellation.

The **County** Auditor may conduct an audit or investigation of any entity receiving funds from the **County** directly under 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 **County** Auditor, to conduct an audit or investigation in connection with those funds.

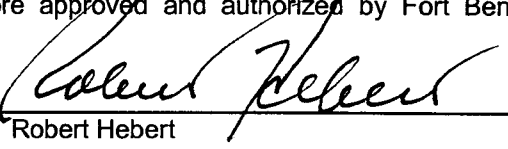
It is also expressly understood that the **Owner** conducts the adjustment, removal, or relocation at its own risk, and that the **Owner** agrees to indemnify and hold the **County** harmless for damage to existing facilities caused by the **Owner's** conduct.

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

UTILITY

Owner: Kinder Morgan Tejas Pipeline LLC	
<input type="checkbox"/> Executed and approved by Kinder Morgan Tejas Pipeline LLC for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by Kinder Morgan Tejas Pipeline LLC.	
By:	
Title:	_____
Date:	_____

COUNTY

Fort Bend County	
Executed and approved by Fort Bend County for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by Fort Bend County.	
By:	 Robert Hebert
Title:	Judge, Fort Bend County
Date:	4-28-09

Fort Bend County Project:

Utility:

Utility Project Number:

Roadway: Greenbusch and Katy-Flewellen

Eligibility Ratio: %

EXHIBIT A

INCLUDES:

Scope of Work: Work Description: Extend Casing at Katy-Flewellen Road and Install Concrete Protective Slab at Greenbusch Road.

Summary Estimate

Labor Estimate

Materials Estimate

Voucher Estimate (if applicable)

**Kinder Morgan Tejas Pipeline LLC
202-0600 20"**

**Extend Casing & Install Concrete Protective Cap @ Greenbush - Katy-Flewellen
Fort Bend Co., Texas
Cost Estimate E080811**

Description	Casing Quantity	Cap Quantity	Unit	Unit Price	Casing Total	Cap Total
24" Pipe Std. Wall Gr. B FBE Coated for Split Casing	40	0	Feet	\$ 139	\$ 5,560	\$ -
Freight	1	0	\$	\$ 1,250	\$ 1,250	\$ -
20" x 24" Insulators	4	0	\$ / ea.	\$ 75	\$ 300	\$ -
20" x 24" Link Seal	2	0	\$ / ea.	\$ 760	\$ 1,520	\$ -
20" x 24" Casing End Seal	2	0	\$ / ea.	\$ 265	\$ 530	\$ -
Casing Vent Allowance	2	0	\$ / ea.	\$ 635	\$ 1,270	\$ -
Cathodic Test Station	2	0	\$ / ea.	\$ 100	\$ 200	\$ -
Contractor Labor and Equipment to extend Casing @ Katy-Flewellen	1	0	ls	\$ 145,480	\$ 145,480	\$ -
Concrete Protective Cap Installation at Xing @ Greenbush	0	1	ls	\$ 115,567	\$ -	\$115,567
Shoring			\$ / ea.	\$ 9,526	\$ -	\$ -
Stabilized Sand	150		\$ / Ton	\$ 70	\$ 10,500	\$ -
Construction Inspection Services	14	14	\$ / Day	\$ 750	\$ 10,500	\$ 10,500
Radiographic Services			\$ / Day	\$ 2,100	\$ -	
R-O-W Contractor	2	1	\$ / Day	\$ 650	\$ 1,300	\$ 650
Survey and Drafting Contractor	2	1	\$ / Day	\$ 2,500	\$ 5,000	\$ 2,500
Sales Tax	0	0		8.25%	\$ -	\$ -
Contract Engineering / Drafting	160	12	\$ / Hr.	\$ 110	\$ 17,600	\$ 1,320
Company Labor	160	70	\$ / Hr.	\$ 50	\$ 8,000	\$ 3,500
Employee Benefits	1	1	% of Labor	46%	\$ 3,680	\$ 1,610
Employee Travel Expense & phone	0		ls	\$ 1,000	\$ -	
Company Vehicle Expense	1	1	ls	\$ 500	\$ 500	\$ 500
R-O-W & Work Space Damages	1	1	\$ / ea.	\$ 1,250	\$ 1,250	\$ 1,250
Environmental Permits	0		\$	\$ -	\$ -	\$ -
Gas Purge and Pack (___ Mi. 20" @ ___ psi)	0	0	MCF	\$ 7	\$ -	\$ -
Estimate Expense Sub Total					\$ 214,440	\$137,397
Company Overhead	1	1	% of Project	16.00%	\$ 34,310	\$ 21,984
Project Capital Requirement Estimates					\$ 248,750	\$159,381
Total Project AFE Request					\$ 408,131	
Mike Diamantini Jim Ephraim April 9, 2009						

Fort Bend County Project:

Utility:

Utility Project Number:

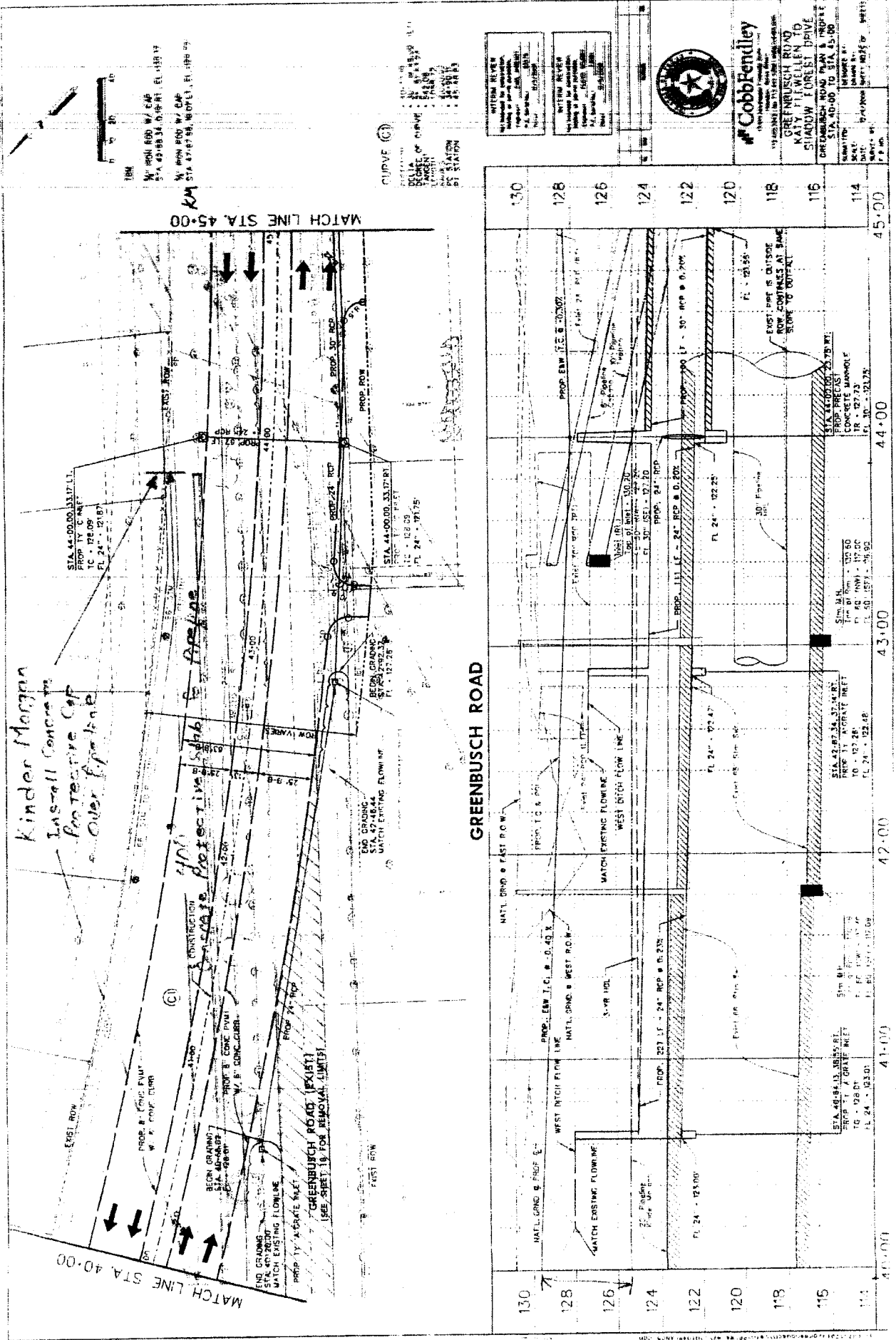
Roadway: Greenbusch and Katy-Flewellen

Eligibility Ratio: %

EXHIBIT B

INCLUDES:

Plan of Adjustment Drawings



M. IRON RBD W/ CAP STA. 43+88.34 TO 44+00.00, EL. 118.17
 M. IRON RBD W/ CAP STA. 43+87.84 TO 44+00.00, EL. 118.25
 KM

CURVE (C)
 DELTA OF CURVE: 111.11°
 RADIUS: 100.00'
 LENGTH: 100.00'
 PC STATION: 43+88.34
 PT STATION: 44+00.00

WATER REVER
 Material to be installed: 12" x 12" x 12" concrete
 Proposed by: [Name]
 Checked by: [Name]
 Date: [Date]

WATER REVER
 Material to be installed: 12" x 12" x 12" concrete
 Proposed by: [Name]
 Checked by: [Name]
 Date: [Date]

Cobbendley
 11000 Greenbush Road, Suite 100
 Greenbush, NY 12041
 Phone: (518) 537-1100
 Fax: (518) 537-1101
 Email: info@cobbendley.com
 Website: www.cobbendley.com

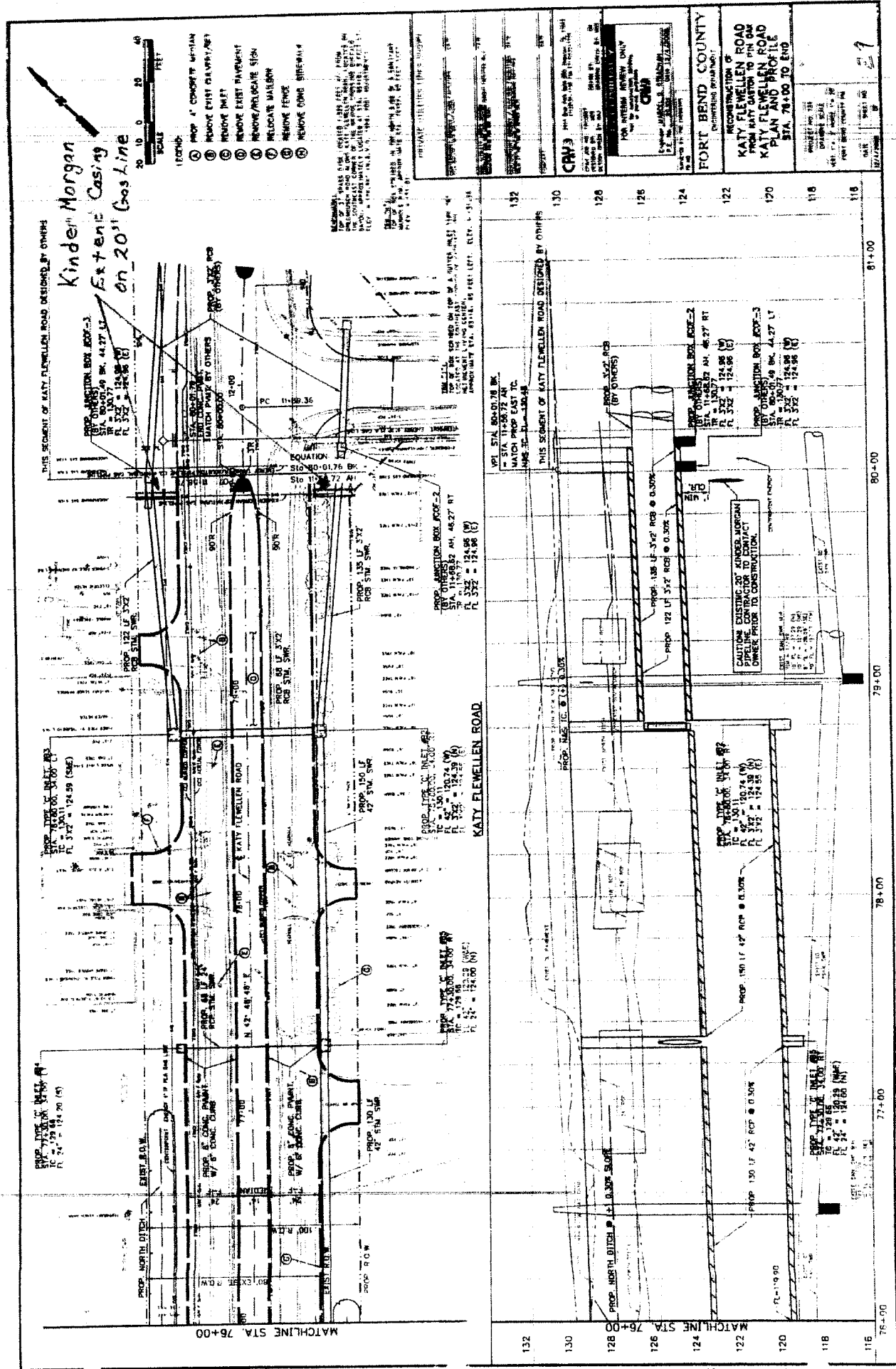
PROJECT: GREENBUSCH ROAD
 DRAWING: KATY F. WILLEN
 SHADOW FOREST DRIVE
 GREENBUSCH ROAD PLAN & PROFILE
 STA. 40+00 TO STA. 45+00

Scale: 1" = 40'-00"
 Date: 10/15/10
 Author: [Name]
 Checker: [Name]
 Title: [Title]

GREENBUSCH ROAD

130
 128
 126
 124
 122
 120
 118
 116
 114

40+00
 41+00
 42+00
 43+00
 44+00
 45+00



Kindergarten Morgan
Extensive Casing
on 20' Gas Line

- LEGEND:
- ① PROP. 4" CONCRETE MANHOLE
 - ② REMOVE EXIST. CONCRETE MANHOLE
 - ③ REMOVE EXIST. MANHOLE
 - ④ REMOVE EXIST. PAVEMENT
 - ⑤ REMOVE EXIST. SIGN
 - ⑥ REMOVE EXIST. MAILBOX
 - ⑦ REMOVE EXIST. SIGN
 - ⑧ REMOVE EXIST. SIGN
 - ⑨ REMOVE EXIST. SIGN
 - ⑩ REMOVE EXIST. SIGN

NOTES:
 1. ALL UTILITIES TO BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE A.S.T.M. AND A.S.T.M. STANDARDS.
 2. ALL UTILITIES TO BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE A.S.T.M. AND A.S.T.M. STANDARDS.
 3. ALL UTILITIES TO BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE A.S.T.M. AND A.S.T.M. STANDARDS.
 4. ALL UTILITIES TO BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE A.S.T.M. AND A.S.T.M. STANDARDS.
 5. ALL UTILITIES TO BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE A.S.T.M. AND A.S.T.M. STANDARDS.

FOR INTERNAL REVIEW ONLY
 CIVIL ENGINEER
 FORT BEND COUNTY
 KATY FLEWELLEN ROAD
 FROM KATY GATION TO PIN OAK
 PLAN AND PROFILE
 STA. 76+00 TO 82+00

DATE: 11/11/11
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

Fort Bend County Project:
Utility:
Utility Project Number:
Roadway: Greenbusch and Katy-Flewellen
Eligibility Ratio: %

EXHIBIT C

INCLUDES:

Easement or Fee Title Documents

Eligibility Calculation

ELIGIBILITY CALCULATION:

Length of Line in County Road Right of Way Width at Time of Installation:

Length of Line in Proposed County Road Right of Way:

Percent Eligible:

#DIV/0!

164100

RIGHT-OF-WAY AGREEMENT

Ramona Morrow Janes

To: Pan American Gas Co.

THE STATE OF TEXAS }
COUNTY OF FORT BEND }

COMPARED

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned, hereinafter styled "Grantor", (whether one or more), for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration cash in hand paid by PAN AMERICAN GAS COMPANY, a Delaware Corporation, having an office in Houston, Texas, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the said PAN AMERICAN GAS COMPANY (hereinafter called "Grantee"), the right-of-way to lay, maintain, replace, operate and remove a pipeline or pipelines, including necessary appurtenances, for the transportation of oil, gas, water or other fluids and substances, together with the right of ingress and egress, for the purposes aforesaid, on, over, and through the land owned by the Grantor or in which the Grantor has an interest situated in the County of Ft. Bend, State of Texas, described as follows:



All that certain tract or parcel of land lying and situated in Fort Bend County, Texas, and more particularly described in Deed dated December 17, 1945, Vol. 234, Page 404, recorded in Fort Bend County, Texas.

The easement hereby granted shall be ^{twenty (20) R.M.S.} thirty (30) feet in width and the centerline of the easement hereby granted is described as follows, to-wit:

Beginning at a point in the Northerly line of the above referred to 62 1/2 acre tract of land, said point being 30 feet perpendicular and Westerly along said line from an existing pipeline presently operated by the Houston Pipeline Company;
THENCE South 44 Degrees 32 Minutes East a distance of 740 feet to a point of angle to the left;
THENCE South 45 Degrees 11 Minutes East a distance of 66 feet to a point in the Southerly line of said property, said point being 30 feet perpendicular and Westerly along said line from said existing pipeline.

Grantee shall have the right during initial construction to use temporary additional lands thirty-five (35') feet in width on the Southwesterly side and ten (10') feet on the Northeasterly side of and adjacent to the above described easement throughout.

It is also agreed that on each side of any road crossing Grantee shall have use of temporary additional lands one hundred (100') feet in breadth and one hundred fifty (150') feet in depth on the Northerly side of Pinoak Road - during construction. R.M.S.

EXECUTED THIS 1 day of June, 1967.

Ramona Morrow Janes
Ramona Morrow Janes

ACKNOWLEDGMENTS

RECORDED

THE STATE OF Ramona Morrow Janes
COUNTY OF Fort Bend

BEFORE ME, the undersigned authority, on this day personally appeared _____

Ramona Morrow Janes
known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that he (she) (they) executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 21 day of June, 1967.

Filed for Record at 10:35 AM 6-21 1967 Ella Macek

James W. Carney
Notary Public in and for
GILBERT COUNTY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 24, 1972

Clerk Co. Court, Fort Bend Co., Texas By _____ Deputy
~~THE STATE OF~~

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



JUN 23 1967

Ella Macek
COUNTY CLERK, Fort Bend
County, Texas

_____ and _____
; instrument, and acknowledged
therein expressed, and the said
_____, wife of the
_____, having
me fully explained to her, she,
_____, acknowledged
signed the same for the purposes
_____, 19____.

blic in and for
ounty, _____

BEFORE ME, the undersigned authority, on this day personally appeared _____

_____ known to me to be the person who executed the foregoing instrument as
_____ of (for)
and acknowledged to me that he (she) executed the same for the purposes and considerations therein expressed,
in the capacity therein stated, and as the act and deed of said _____

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____.

Notary Public in and for
County, _____

RIGHT-OF-WAY AGREEMENT
Ramona Morrow Janes
To
PAN AMERICAN GAS COMPANY
2.00
When Recorded Return to:
PAN AMERICAN GAS COMPANY
P.O. Box 20443, Houston, Texas 77025

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TENANTS CONSENT

The undersigned lessee and/or tenant, for the consideration of _____
TEN AND NO/100 _____ Dollars (\$ 10.00), does
hereby grant his consent and approval for PAN AMERICAN GAS COMPANY,
under easement from the owner, to fully use and exercise all rights over,
under and across the lands described as follows:

All that certain tract or parcel of land lying and situated
in Fort Bend County, Texas, and more particularly described
in Deed dated December 17, 1945, Vol. 234, Page 404, recorded
in Fort Bend County, Texas.

(Ramona Janes Morrow property)

It is agreed that PAN AMERICAN GAS COMPANY shall pay the undersigned
their proportionate share of any and all damages sustained to crops or
other property as a result of the exercising of said rights under said
consent.

Executed the 6th day of July, 19 67.

Billy Morgan
Billy Morgan

Tract # 20

WITNESSED:
Edgar B. Henderson, Sr.

RIGHT-OF-WAY AGREEMENT

Jessie A. Tucker, et al

To:

Pan American Gas Co.

163224

THE STATE OF TEXAS }
COUNTY OF FORT BEND }

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned, hereinafter styled "Grantor", (whether one or more), for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration cash in hand paid by PAN AMERICAN GAS COMPANY, a Delaware Corporation, having an office in Houston, Texas, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the said PAN AMERICAN GAS COMPANY (hereinafter called "Grantee"), the right-of-way to lay, maintain, replace, operate and remove a pipeline or pipelines, including necessary appurtenances, for the transportation of oil, gas, water or other fluids and substances, together with the right of ingress and egress, for the purposes aforesaid, on, over, and through the land owned by the Grantor or in which the Grantor has an interest situated in the County of Ft. Bend, State of Texas, described as follows:



TRACT NO. 1

A parcel or tract of land containing 15 acres, more or less, about 13 miles North 15 Degrees West from Richmond, Texas, and 1 1/2 miles South 15 Degrees East from Katy, Texas, and being situated in the Geo. W. Cartwright Survey A-149, and more particularly described in Deed dated 12/16/60, recorded in Vol. 410, Page 577 of the Deed Records of Fort Bend County, Texas. (Less and Except 6.3 acres conveyed by Deed dated 2/6/64, recorded in Vol. 455, Page 196 of the Deed Records of Fort Bend County, Texas.

TRACT NO. 2

All that certain tract or parcel of land in Fort Bend County, Texas, and being a part of Survey No. 2, made by virtue of Cert. No. 596, issued to the I & G N RR Company and patented to the said Company, June 23, 1893, by patent No. 3, Vol. 112, and more particularly described in Deed dated December 16, 1960, Vol. 410, Page 577, recorded in the Deed Records of Fort Bend County, Texas.

The easement hereby granted shall be twenty (20) feet in width and the approximate centerline of the easement hereby granted is described as follows, to-wit:

Tract No. 1

Beginning at a point in the Northerly line of the 15 acre tract of land referred to above, said point being 56 feet West along said line from the center line intersection of the Flewellan-Katy and Green-Busch roads;
THENCE South 46 Degrees 00 Minutes East a distance of 759 feet to a point in the Southerly line of said property, said point being 56 feet West along said line from the centerline of the aforementioned County Road.

Tract No. 2

Beginning at a point in the Northerly line of the above referred to property, said point being 17.5 feet, more or less, East along said line from the Northwest corner;
THENCE South 46 Degrees 00 Minutes East a distance of 3671 feet to a point in the Southerly line of said property, said point being 17.5 feet, more or less, East along said line from the Southwest corner.

Tract 1

Grantee shall have the right during initial construction to use temporary additional lands forty-five (45') feet in width on the Westerly side and ten (10') feet on the Easterly side of and adjacent to the above described easement throughout.

Tract No. 2

Grantee shall have the right during initial construction to use temporary additional lands forty-five (45) feet in width on the Easterly side and ten (10) feet on the Westerly side of and adjacent to the above described easement throughout.

It is also agreed that Grantee shall have use of temporary additional lands one hundred (100') feet in breadth and one hundred fifty (150') feet in depth on each side of drainage ditches and roads.

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BOOK VOL 486 PAGE 609

Grantor shall have the right to use and enjoy the above described premises, provided, however, Grantor shall not exercise such use and enjoyment in a manner that will impair or interfere with the exercise by Grantee of any of the rights herein granted. Grantor agrees not to build, create, construct, or permit to be built, created or constructed, any obstruction, building, lake, engineering works, or other structure over or on the right-of-way herein granted.

Upon completion of construction Grantee shall clean up said pipeline right-of-way. Brush, trees, and trimmings shall be collected and burned at a location that will not endanger timber, crops, or improvements. Remaining debris shall be removed from the right-of-way and the surface shall be restored to its original contour and condition as well as reasonably possible.

The consideration paid by Grantee and received by Grantor includes full and final payment for any and all damages to growing crops, pasturage, timber, fences, buildings, or other improvements of Grantor resulting from the exercise of the rights herein granted during initial construction and no other damages, rights or remedies shall be enforceable, collectible or available to Grantor and Grantor hereby accepts said consideration as full liquidated damages and relief and hereby releases Grantee of and from any and all such damages and waives the right to collect any further or additional damages in any way arising or resulting from the exercise of the rights herein granted during initial construction. Grantee does agree however, to pay for actual damages to growing crops, pasturage, timber, fences, buildings or other improvements of Grantor resulting from the reconstruction, replacement or repair of such pipelines after its initial construction except Grantee shall not be liable for damages resulting from keeping the right-of-way clean of trees, undergrowth, and brush to the extent Grantee deems necessary in the exercise of the rights herein granted.

It is agreed that any payment due hereunder may be made direct to said Grantor or any one of them. The terms, conditions, and provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, administrators, successors, assigns, and legal representatives. The right-of-way herein granted may be leased or assigned in whole or in part.

It is further agreed and understood that in the event said easement is totally abandoned and no longer used for the purposes herein granted for a continuous period of one year then said easement shall automatically terminate and all rights herein granted shall revert to Grantors, their heirs and assigns.

EXECUTED this 17 day of APRIL, 1967.

Jessie G. Tucker
By: [Signature]
[Signature]

TRACT NUMBER 22429
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