

23A

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: 05/19/2009	Submitted By: P.Batts
Court Agenda Date: 05/26/09	Department: Engineering Phone Number: 281 633 7507

SUMMARY OF ITEM: Take all appropriate action on Standard Utility Agreement between Fort Bend County, the State of Texas, and Netco Pipeline, LLC regarding Harlem Road widening project, Grand Parkway (SH99) to Stone Mission Lane, County expenditure not to exceed \$184,244.15, Precincts 3&4. (Funds: Right of Way)

FINANCIAL SUMMARY:

BUDGETED ITEM: YES NO

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

DESCRIPTION OF LAWSOM ACCOUNT: _____

COUNTY JUDGE
RECEIVED
MAY 19 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):

5-28-09 2 orig's. ret. to Paulette at Engineering



NETCO PIPELINE, L.L.C.

April 27, 2009

Chris Mayfield
Utility Coordinator
Property Acquisition Services, Inc.
19855 Southwest Freeway, Suite 200
Sugarland, Texas 77479

RE: NETCO Pipeline Utility Agreement
Fort Bend County Project
Harlem Road Widening
Grand Parkway (SH 99) to Stone Mission Lane

Chris,

Attached please find the Utility Agreement for the subject project.

Note that Exhibit C includes your email to NETCO as basis of the 100% eligibility entries I put into the various forms. Also note that, as with the last project on FM 1464, our pipeline rerouting effects some limited footage outside the new ROW as a necessity in order to connect to the slightly lower, offset new routing (see drawing in Exhibit B). If this requires any additional explanation, just contact me and I can provide additional details.

One last point of interest is the close vertical proximity of the new NETCO crossing pipeline to an existing 6" HPL gas line shown directly under the current west drainage ditch. Since that HPL line would be under the new pavement, we assume it will be relocated and that its new elevation should be determined by NETCO's new location. Please advise whether you have information on their proposed new location and elevation.

Please advise when approved as we are prepared to begin work quickly. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "P.D. Leonard". The signature is fluid and cursive, written over a horizontal line.

P.D. Leonard
Operations Manager

Attachment: Utility Agreement

STANDARD UTILITY AGREEMENT ACTUAL COST – FORT BEND COUNTY

County: Fort Bend
Project No.: n/a
Road Project Letting Date: 5/2009

Road: Harlem Road
Limits: From: Grand Parkway (S.H. 99)
To: Mission Boulevard

This Agreement by and between Fort Bend County, Texas, (“**County**”), acting by and through its duly authorized official, and NetCo, 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 Harlem Road, which said changes are generally described as follows: expansion of the existing two-lane asphalt roadway with open ditches into a four-lane divided asphalt roadway section with open ditches and raised median

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: This work, requires the removal of approximately 220 feet (less approximately 69 feet directly under existing pavement) of existing line pipe now across Harlem Road's new ROW to ROW. Existing 69 feet left in place will be sealed with steel plate and filled with concrete grout. Not less than 220 feet of new pipe, 14"OD x .375"WT, Gr. X42, with mill applied 12 to 14 mills of fusion bonded epoxy coating will then be installed (approximately 80 feet by boring and the remainder by open ditch) five feet offset to the south from the existing line with top of pipe elevation not above 87 feet as identified on construction drawing, Exhibit "B". All pipe welds that are involved (externally stressed to any degree) on both sides of the above 220 feet of heavy wall pipe will be cut out and new welds made. 100% X-ray will be made of all new welds. Entire 220 foot section plus pipe and welds involved in offset will be hydro tested to not less than 1,127 psig for not less than 8 hours. Deadweight pressure readings will be recorded. Pipe will be supported in road ROW using stabilization sand. All old line reinstalled will have old unbonded coating removed and recoated with primer and tape. All coating will be jeeped before backfill. Pipeline makers, cathodic anodes and cathodic test stations will be installed; and such work is described in **Owner's** Estimate (estimated at \$184,244.15), 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: NetCo


Executed and approved by NetCo for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by NetCo.

By: 
P.D. Leonard
Title: Operations Manager, NETCO Pipeline, LLC
Date: 4-24-09

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
County
Title: Judge, Fort Bend County
Date: 5/26/09

Fort Bend County Project: Harlem Road Widening
Utility: NETCO Pipeline, LLC
Utility Project Number: from Grand Parkway (SH 99) to Stone Mission Lane
Roadway: Harlem Road
Eligibility Ratio: 100%

EXHIBIT A

INCLUDES:

Scope of Work: Work Description: This work, requires the removal of approximately 220 feet (less approximately 69 feet directly under existing pavement) of existing line pipe now across Harlem Road's new ROW to ROW. Existing 69 feet left in place will be sealed with steel plate and filled with concrete grout. Not less than 220 feet of new pipe, 14"OD x .375"WT, Gr. X42, with mill applied 12 to 14 mills of fusion bonded epoxy coating will then be installed (approximately 80 feet by boring and the remainder by open ditch) five feet offset to the south from the existing line with top of pipe elevation not above 87 feet as identified on construction drawing, Exhibit "B". All pipe welds that are involved (externally stressed to any degree) on both sides of the above 220 feet of heavy wall pipe will be cut out and new welds made. 100% X-ray will be made of all new welds. Entire 220 foot section plus pipe and welds involved in offset will be hydro tested to not less than 1,127 psig for not less than 8 hours. Deadweight pressure readings will be recorded. Pipe will be supported in road ROW using stabilization sand. All old line reinstalled will have old unbonded coating removed and recoated with primer and tape. All coating will be jeepped before backfill. Pipeline makers, cathodic anodes and cathodic test stations will be installed.

Summary Estimate

Labor Estimate

Materials Estimate

Voucher Estimate (if applicable)

NETCO 079 / Harlem Road Crossing

NETCO Project # 079
VB # 240, 241

a/o 4.27.09

Job Cost Analysis

Item	Description	Quantity	Unit cost	Total
<u>MATERIALS</u>				
Pipe	14"OD ,.375 WT, X42, ERW, DRLS, MYS 2250 psig, Mill Coated w/14-16M FBE, Freight to coating mill and job site	240 ft	\$35.00 \$/ft	\$8,400.00
Other	Coating and Wrapping	1 lot	\$2,000.00	\$2,000.00
	Anodes	4 ea	\$150.00	\$600.00
	2-Bag Ready Mix Grout	3 cy	\$100.00	\$300.00
	Stabilization Sand for Backfill	100 cy	\$27.00	\$2,700.00
	Misc Materials: Cathodic Test Sta., PL Markers, etc.	1 lot	\$700.00	\$700.00
Gas Loss (fill line to 10psig)	Evacuation, Purge and Load 10psig	50 mcf	\$10.00 /mcf	\$500.00
Taxes on materials		8.25%	\$1,254.00	\$1,254.00
Materials Subtotal				\$16,454.00
<u>OTHER PROJECT COSTS - Labor</u>				
Right of Way verification, Norm Winter			\$2,000.00	\$2,000.00
Engineering and Project Operations & Management	H& H Diversified Services		\$17,000.00	\$17,000.00
for prelim eng, meetings, design,	Fowler Energy Company		\$7,000.00	\$7,000.00
field mgmt, inspection, etc.	Weisser Engineering		\$7,000.00	\$7,000.00
Pipeline Construction Contractor Cost - includes boring, hydrotest & x-ray			\$68,500.00	\$68,500.00
Labor Subtotal				\$101,500.00
SUBTOTAL - Materials + Labor				\$117,954.00
Company Overhead Charge			42%	\$49,540.68
Basic Estimated Job Cost				\$167,494.68
Contingency (for estimate and p o only)			10%	\$16,749.47
Total Estimated Cost				\$184,244.15

EXHIBIT A

Fort Bend County Project: Harlem Road Widening
Utility: NETCO Pipeline, LLC
Utility Project Number: from Grand Parkway (SH 99) to Stone Mission Lane
Roadway: Harlem Road
Eligibility Ratio: 100%

EXHIBIT B

INCLUDES:

Plan of Adjustment Drawings

Fort Bend County Project: Harlem Road Widening
 Utility: NETCO Pipeline, LLC
 Utility Project Number: from Grand Parkway (SH 99) to Stone Mission Lane
 Roadway: Harlem Road
 Eligibility Ratio: 100%

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:	220'	
Length of Line in Proposed County Road Right of Way:	220'	
Percent Eligible:	100%	

RE: Fort Bend - NETCO Pipeline at Harlem Rd - senior ROW establ...

Subject: RE: Fort Bend - NETCO Pipeline at Harlem Rd - senior ROW establishment (NETCO 079)
From: "Chris Mayfield" <CMayfield@pascorp.net>
Date: Mon, 6 Apr 2009 12:45:31 -0700
To: <PD@FowlerEnergy.com>, "Mark Davis" <MDavis@pascorp.net>
CC: "Dickhinessr" <Dickhinessr@aol.com>, "Norm Winter" <n.winter@comcast.net>, "Don Fowler" <don@FowlerEnergy.com>

PD,

I apologize if I didn't, but I thought Mark and/or I had responded that we acknowledged the pipeline did in fact predate Harlem Road. According to Texas law, the pipeline adjustment will be considered 100% eligible for all necessary and required adjustments. Just in case I forgot to send you the agreement forms, I have attached them to this email.

Please let me know if there is any additional information I can get for you at this time. I look forward to receiving your agreement package shortly.

Thank you,

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

Direct: 936.521.7124
Office: 281.343.7171
Mobile: 713.516.8420
cmayfield@pascorp.net

-----Original Message-----

From: PD Leonard [<mailto:PD@FowlerEnergy.com>]
Sent: Monday, April 06, 2009 2:15 PM
To: Mark Davis
Cc: Dickhinessr; Norm Winter; Don Fowler; Chris Mayfield
Subject: Fort Bend - NETCO Pipeline at Harlem Rd - senior ROW establishment (NETCO 079)

Mark,

I received a "Notice to Proceed" letter today from Chris stating that this project is moving along and that we should have already sent in our reimbursable utility agreement and received a return copy. We have not yet done that, but are working with Weisser Engineering on the drawings as well as looking for your response on the reimbursement eligibility based on the 1941 ROW documents which I provided on March 4. Can you tell me the status of that review?

PD Leonard
Operations Manager
NETCO Pipeline, LLC
(512) 502-0101

Mark,

Per our conversation this afternoon, I am providing the attached 1941 ROW documents for the two properties in question where NETCO Pipeline crosses under Harlem Rd north of Morton Rd. Apparently there have been

RE: Fort Bend- NETCO Pipeline at Harlem Rd - senior ROW establ...

no partial releases or amendments to these documents and therefore indicate senior rights of NETCO (as successor to Magnolia Petroleum Company). The document marked VB-240 is for property including Harlem Rd westward, while VB-241 is for property east of Harlem Rd.

We believe that this should establish full reimbursement eligibility for the project at hand.

Please advise when your review is completed.

PD Leonard
Operations Manager
NETCO Pipeline, LLC
4520 Spicewood Springs Rd.
Austin, TX 78759
(512) 502-0101

Harlem Utility Agreement - NetCo.doc	Content-Description: Harlem Utility Agreement - NetCo.doc Content-Type: application/msword Content-Encoding: base64
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Utility Agreement Exhibits.doc	Content-Description: Utility Agreement Exhibits.doc Content-Type: application/msword Content-Encoding: base64
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VB-240

THE STATE OF TEXAS

County of Ft. Bend

KNOW ALL MEN BY THESE PRESENTS: THAT

FOR AND IN CONSIDERATION OF Eighty-eight and 50/100 DOLLARS to us paid, the receipt of which is hereby acknowledged, W. C. Bula and Dora Bula, his wife

do hereby grant and convey to MAGNOLIA PETROLEUM COMPANY, a corporation organized under the laws of the State of Texas, with its principal office at Dallas, Texas, its successors and assigns, the right of way, easement and privilege, to lay, repair, maintain, operate and remove pipe lines and replace existing lines with other lines, for the transportation of oil and gas, and the products thereof, water, or any other fluid or substance, and erect, maintain and operate in connection therewith a telegraph line and a telephone line if the same be found necessary, over and through our lands; described herein, to-wit:

Said lands lying within Ft. Bend County, Texas, and bounded and described as follows:

On the north by the lands of Brazos Valley Irrigation Company
On the east by the lands of Claud H. Koon
On the south by the lands of Texas Prison Farm
On the west by the lands of B. W. Baker
Containing 231 acres in S. G. N. R. R. survey ABST 367 and more fully described in deed from

recorded in Vol. _____, Page _____, Deed Records of _____ County, Texas, _____

with ingress and egress to and from the same.

TO HAVE AND TO HOLD unto said Magnolia Petroleum Company, its successors and assigns, so long as such line or lines shall be maintained for the purpose of constructing, inspecting, repairing, operating and maintaining the same and the removal of such at will, in whole or in part. The said Grantor shall have the right fully to use and enjoy the said premises, except for the purposes hereinbefore granted to said Magnolia Petroleum Company which hereby agrees to pay any damages which may arise to crops or fences from the laying, erecting, maintaining and operating of said pipe, ~~telegraph and telephone~~ lines; 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, S., THEIR heirs or assigns; one by Magnolia Petroleum Company, or its assigns; and the third by the two so appointed as aforesaid, and the written award of such three persons, shall be final and conclusive. Should more than one pipe line be laid under this grant at any time, ~~Twenty~~ Five Cents per rod shall be paid for each additional line so laid, besides the damage above provided for. It is further agreed that said pipes shall be buried to a sufficient depth so as not to interfere with cultivation of soil.

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

Witness our hands, this 28th day of June, 1941.

Signed and delivered in the presence of the undersigned witnesses:

Witnesses:

Laura Taylor, Jr.

W. C. Bula
Dora Bula

By Mildred Gray Deputy
BILLA MACCEK, Clerk County Court,
Fort Bend County, Texas.

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.

on Page 401
A. D. 1941, at 1:35 o'clock P M., in the Deed Records of said County, in Vol. 198
A. D. 1941, at 9:00 o'clock A M., and duly recorded the 15 day of Aug
I, Ella Maccek, 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 15 day of Aug

THE STATE OF TEXAS
County of Fort Bend

37767
FORT BEND COUNTY, TEXAS.
No. V B 240

RIGHT OF WAY

W. C. BUIS, ET UX.

TO
COMPANIES
Magnolia Petroleum Co.

Vanderbilt-Beaumont Gas Line

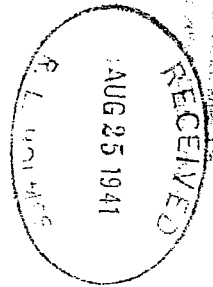
Rods

FILED FOR RECORD this

AUG 8 1941

At 8 o'clock A M.

Ella Maccek
County Clerk, Fort Bend Co., Texas
Estimero Gray



THE STATE OF TEXAS

County of Fort Bend

in and for said County and State, on this day personally appeared W.C. Buis and

Wife Vera Buis
known to me, (or proved to me on the oath of _____) to be the

persons whose name S. Buis subscribed to the foregoing instrument, and acknowledged to me that

They executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 28 day of July A. D. 1941
H.B. Bunker
Notary Public H.B. Bunker

(L. S.)

THE STATE OF TEXAS

County of Fort Bend

of the County of Fort Bend in the State of Texas, on this day personally appeared

Vera Buis and Vera Buis his wife,
both known to me (or proved to me on the oath of _____) 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 Vera Buis

wife of the said W.C. Buis having been examined by me privily and apart
from her husband, and having the same fully explained to her, she, the said Vera Buis

acknowledged such instrument to be her act and deed, and declared that she had willingly signed the
same for purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 28 day of June A. D. 1941
H.B. Bunker
Notary Public H.B. Bunker

(L. S.)

VB-241

THE STATE OF TEXAS
County of FORT BEND

KNOW ALL MEN BY THESE PRESENTS: THAT

FOR AND IN CONSIDERATION OF SIXTY-TWO & 50/100 DOLLARS
to US paid, the receipt of which is hereby acknowledged, WE, MABLE KOON AND HUSBAND,
CLAUDE H. KOON, Box 712, Iowa Falls, Iowa

do hereby grant and convey to MAGNOLIA PETROLEUM COMPANY, a corporation organized under the laws of the State of Texas, with its principal office at Dallas, Texas, its successors and assigns, the right of way, easement and privilege, to lay, repair, maintain, operate and remove pipe lines and replace existing lines with other lines, for the transportation of oil and gas, and the products thereof, water, or any other fluid or substance, and erect, maintain and operate in connection therewith a telegraph line and a telephone line if the same be found necessary, over and through our lands; described herein, to-wit:

Said lands lying within FORT BEND County, Texas, and bounded and described as follows:

On the north by the lands of I. Burknapp Survey & H. Rogers Survey Abst. 309
On the east by the lands of A. M. Clonner Survey, Abst.
On the south by the lands of Lewis J. Marsh, Jim Pivetz & J. W. Madden
On the west by the lands of I. & G. N. Survey, Abst. 367
Containing 465 acres in A. M. Clonner #151 survey and more fully described in deed from

to
recorded in Vol. , Page , Deed Records of
County, Texas,

with ingress and egress to and from the same.

TO HAVE AND TO HOLD unto said Magnolia Petroleum Company, its successors and assigns, so long as such line or lines shall be maintained for the purpose of constructing, inspecting, repairing, operating and maintaining the same and the removal of such at will, in whole or in part. The said Grantor shall have the right fully to use and enjoy the said premises, except for the purposes hereinbefore granted to said Magnolia Petroleum Company which hereby agrees to pay any damages which may arise to crops or fences from the laying, erecting, maintaining and operating of said pipe, telegraph and telephone lines; 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, their heirs or assigns; one by Magnolia Petroleum Company, or its assigns; and the third by the two so appointed as aforesaid, and the written award of such three persons, shall be final and conclusive. Should more than one pipe line be laid under this grant at any time, Twenty-five Cents per rod shall be paid for each additional line so laid, besides the damage above provided for. It is further agreed that said pipes shall be buried to a sufficient depth so as not to interfere with cultivation of soil.

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

Witness our hands, this 10th day of JULY, 1941

Signed and delivered in the presence of the undersigned witnesses:

Witnesses:

Mable J. Koon
Claude H. Koon

00113-00001-00231A

345827

FT. BEND, COUNTY, TEXAS

No. V B 241

RIGHT OF WAY

COMPARED

MABLE KOON ET VIR

TO

Magnolia Petroleum Co.

Line Vanderbilt-Beaumont Gas Line

Rods _____

FILED FOR RECORD this

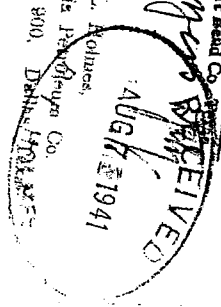
JUL 19 1941

At 9 o'clock AM

County Clerk Fort Bend Co.

Ella Macek

Return to R. L. Rollins,
O/e Magnolia Petroleum Co.
Box 800, Dallas, 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 19 day of July A. D. 1941, at 9:00 o'clock a M., and duly recorded the 1 day of July A. D. 1941, at 9:45 o'clock a M., in the Deed Records of said County, in Vol. 1980 on Page 124

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 Mildred Clay Deputy.

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

County of Hardin)
of the County of Hardin in the State of Iowa on this day personally appeared Claude H. Koon and Mabel E. Koon his wife, both known to me (or proved to me on the oath of _____) 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 Mabel E. Koon wife of the said Claude H. Koon having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Mabel E. Koon acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 10th day of July A. D. 1941.
(L. S.) [Signature]