

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

238

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

Date Submitted: 05/20/2009	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 Texas, the State of Texas, and Teppco Crude Pipeline, LLC regarding Greenbusch (from Pin Oak to Falcon Landing) widening project and storm sewer, County expenditure not to exceed \$67,583.88, Precinct 3.
(Fund: Right of Way)

AGENDA ITEM

FINANCIAL SUMMARY:

BUDGETED ITEM: YES NO

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

DESCRIPTION OF LAWSOM ACCOUNT: _____

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):

COUNTY JUDGE
RECEIVED
MAY 20 2009

5-28-09 3 orig's. ret. to Paulette at Engineering

STANDARD UTILITY AGREEMENT ACTUAL COST – FORT BEND COUNTY

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

Road: Greenbusch
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 TEPPCO Crude 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, which said changes are generally described as follows: [expansion of the existing two-lane asphalt roadway with open ditches into a four-lane concrete boulevard street with curbs and underground storm sewers]

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: In general the scope of work is to remove approximately one-hundred-thirty feet (130') of the of the existing idle ten-inch (10") crude pipeline with some casing (approximately 110' on the north side of Greenbusch Road and approximately 10' on the south side of Greenbusch Road] and such work is described in **Owner's** Estimate (estimated at \$67,583.88), 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.

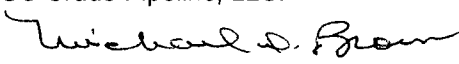
This agreement is subject to cancellation by the County at any time up to the date that work under this agreement has been authorized. County shall reimburse Owner 100% of all reasonable and necessary cost incurred by Owner up to the date of receipt of Notice of Cancellation.

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.

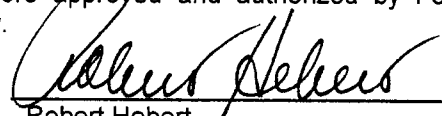
It is also expressly understood that the Owner conducts the adjustment, removal, or relocation at its own risk, and that the Owner agrees to indemnify and hold the County harmless for damage to existing facilities caused by the Owner's conduct.

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

UTILITY

Owner: TEPPCo	
<input type="checkbox"/> Executed and approved by TEPPCO Crude 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 TEPPCO Crude Pipeline, LLC.	
By:	 Michael D. Brown
Title:	Agent & Attorney-in-Fact
Date:	4-30-2009

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:	Co. Judge, Judge, Fort Bend County
Date:	5-26-09

Fort Bend County Project:

Utility:

Utility Project Number:

Roadway:

Eligibility Ratio: %

EXHIBIT A

INCLUDES:

Scope of Work: Work Description: [In general the scope of work is to remove approximately 130' of the existing idle 10" crude pipeline with some casing (approximately 110' on the north side of Greenbush Road & approximately 10' on the south side of Greenbusch Road)]

Summary Estimate

Labor Estimate

Materials Estimate

Voucher Estimate (if applicable)

ATTACHMENT "A"

TEPPCO Crude Pipeline, L.P.

SEALY TO CULLEN 10" CRUDE PIPELINE
 GREENBUSH RD SOUTH OF I-10 AT PIN OAK EXIT
 130' CUT / CAP / REMOVE

HOUSTON, HARRIS COUNTY, TEXAS HARRIS COUNTY KEY MAP PAGE 484, GRID G

DESCRIPTION	UOM	QUANTITY	UNIT PRICE	TOTAL
10" WELD CAP. CS. STD. WT., WPB	EACH	2	\$ 179.13	\$ 358.26
1" 2000# CS THREAD-O-LET, WPB	EACH	2	\$ 10.38	\$ 20.76
2" 2000# CS THREAD-O-LET, WPB	EACH	2	\$ 18.74	\$ 37.48
1" X 3" CS XS THREADED NIPPLE	EACH	2	\$ 2.17	\$ 4.34
1" THREADED BALL VALVE	EACH	2	\$ 97.00	\$ 194.00
1" CS THREADED HEX HEAD PLUG	EACH	2	\$ 6.28	\$ 12.56
2" CS THREADED HEX HEAD PLUG	EACH	2	\$ 13.22	\$ 26.44
SPECIALTY POLYMER COATING SP-2888 RG	FT	0	\$ 25.00	\$ -
POLYGARD RD-6 TAPE & PRIMER (PIPE COATING MATERIAL)	CASE	1	\$ 350.00	\$ 350.00
1/2 SACK STABILIZED SAND	CU. YD.	50	\$ 29.00	\$ 1,450.00
SACKRETE BAGS	EACH	40	\$ 5.00	\$ 200.00
TAX				\$ 53.26
				8.25%
TOTAL MATERIAL ESTIMATE				\$ 2,707.10

CONTRACTORS:

PRICE				
\$900	/DAY @	1	DAYS	\$ 34,000.00
\$800	/DAY @	1	DAYS	\$ 900.00
\$110	/HR @	6	HR	\$ 800.00
\$600	/DAY @	7	DAYS	\$ 660.00
\$500	/DAY @	7	DAYS	\$ 4,200.00
\$400	/DAY @	2	DAYS	\$ 3,500.00
				\$ 800.00
\$650	/DAY @	10	DAYS	\$ -
TOTAL CONTRACTORS LABOR & EQUIPMENT ESTIMATE				\$ 6,500.00
TOTAL MATERIAL & CONTRACTOR ESTIMATE				\$ 51,360.00
OVERHEAD @ 25% (SEE ATTACHMENT "B")				\$ 13,516.78
TOTAL PROJECT COST				\$ 67,583.88

ATTACHMENT "B"



SEALY TO CULLEN 10" CRUDE PIPELINE
 130' CUT / CAP / REMOVE
 #REF!
 HOUSTON, HARRIS COUNTY, TEXAS

PROJECT OVERHEAD @ 25%

\$ 13,516.78

TOTAL OPERATING, GENERAL & ADMINISTRATIVE EXPENSES

FACILITY SERVICES:	PERCENT	DOLLAR VALUE
OFFICE SUPPLIES & EXPENSES	0.0368	\$ 497.42
INSURANCE	0.0009	\$ 12.17
OUTSIDE SERVICES / CONTRACT LABOR	0.0316	\$ 427.13
OFFICE RENTALS	0.0657	\$ 888.05
EQUIPMENT RENTALS	0.0053	\$ 71.64
TOTAL FACILITY SERVICES	0.1403	\$ 1,896.40

SHARED SERVICES:

SHARED SERVICES:	PERCENT	DOLLAR VALUE
FINANCE	0.0695	\$ 939.42
OPERATIONS	0.1352	\$ 1,827.47
LEGAL	0.0678	\$ 916.44
CORPORATE DEVELOPMENT	0.0059	\$ 79.75
HUMAN RESOURCES	0.1057	\$ 1,428.72
PURCHASING	0.0014	\$ 18.92
ROW	0.0187	\$ 252.76
FIXED ASSETS	0.0075	\$ 101.38
AP & PAYROLL	0.0194	\$ 262.23
REVENUE ACCOUNTING	0.0003	\$ 40.55
MIS	0.235	\$ 3,176.44
ENVIRONMENTAL, HEALTH & SAFETY	0.1906	\$ 2,576.30
TOTAL SHARED SERVICES	0.8597	\$ 11,620.37

COMBINED TOTAL 100% \$ 13,516.78

Fort Bend County Project:

Utility:

Utility Project Number:

Roadway:

Eligibility Ratio: 100%

EXHIBIT B

INCLUDES:

Plan of Adjustment Drawings

Fort Bend County Project:
Utility:
Utility Project Number:
Roadway:
Eligibility Ratio: 100%

EXHIBIT C

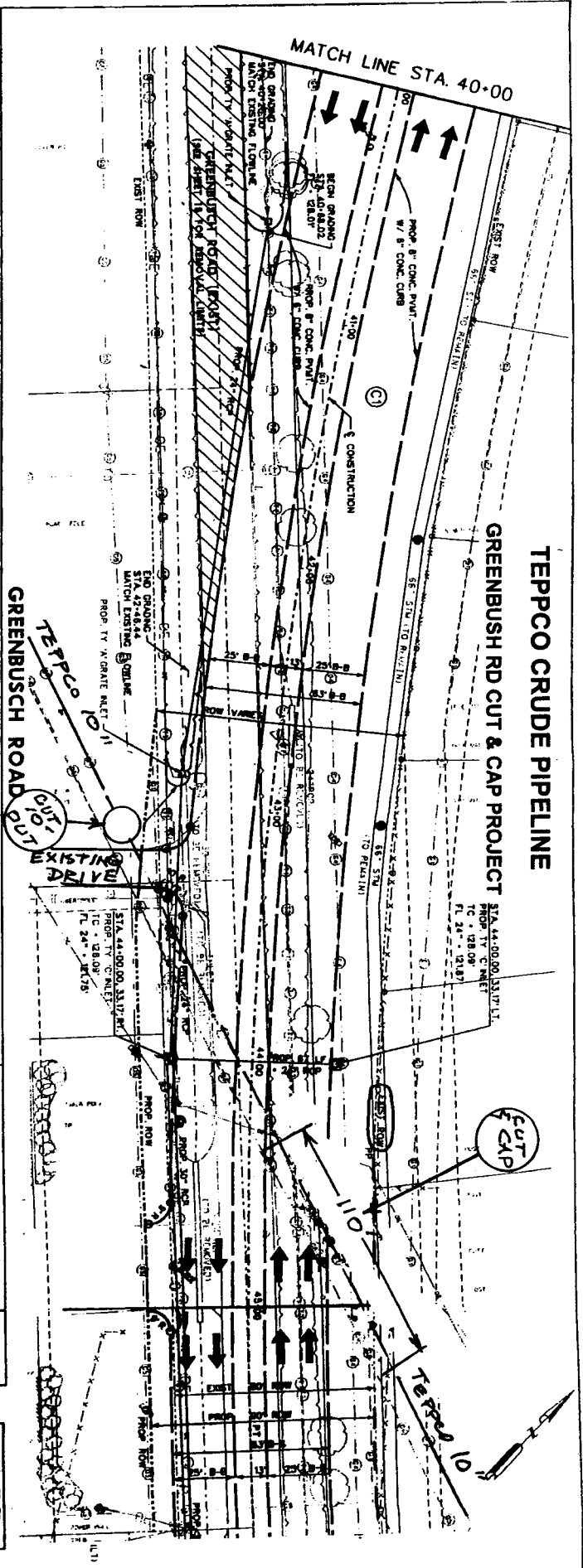
INCLUDES:

Easement or Fee Title Documents
Eligibility Calculation

ELIGIBILITY CALCULATION:

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

#DIV/0!



130	MATCH LINE STA. 40+00	41+00	42+00	43+00	44+00	45+00
128	MATCH EXISTING FLOWLINE					
126	MATCH EXISTING FLOWLINE					
124	MATCH EXISTING FLOWLINE					
122	MATCH EXISTING FLOWLINE					
120	MATCH EXISTING FLOWLINE					
118	MATCH EXISTING FLOWLINE					
116	MATCH EXISTING FLOWLINE					
114	MATCH EXISTING FLOWLINE					

GREENBUSH ROAD
 MATCH LINE STA. 40+00
 MATCH LINE STA. 45+00

TEPPCO CRUDE PIPELINE
 MATCH LINE STA. 40+00
 MATCH LINE STA. 45+00

130
128
126
124
122
120
118
116
114

130
128
126
124
122
120
118
116
114

CobbFendley
 2000 Peachtree Dunwoody Ave., Suite 100
 Atlanta, GA 30328
 Phone: 404.251.1100
 Fax: 404.251.1101
 www.cobb-fendley.com

GREENBUSH ROAD
 MATCH LINE STA. 40+00
 MATCH LINE STA. 45+00

TEPPCO CRUDE PIPELINE
 MATCH LINE STA. 40+00
 MATCH LINE STA. 45+00

U-11104

STATE OF TEXAS,
COUNTY OF FORT BEND } SS.

HA-259

N/S of Green
Busch

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, F. C. Humphrey

(hereinafter styled "Grantor..."), for and in consideration of the sum of Five & 00/100 Dollars

(\$5.00), in hand paid by the Shell Pipe Line Corporation, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the Shell Pipe Line Corporation, a corporation, organized under the laws of the State of Maryland (hereinafter called "Grantee"), its successors and assigns, the right of way from time to time to lay, construct, reconstruct, replace, renew, maintain, repair, change the size of, and remove pipes and pipe lines for the transportation of oil, petroleum or any of its products, gas, water and other substances, or any thereof, and to erect, maintain, operate and remove upon a single line of poles, with necessary anchorage and appurtenances, telephone and telegraph lines, or either of them, over, through, upon, under and across his land situated in the County of Fort Bend, State of Texas, said tract of land being described as follows, to-wit:

Being 90 acres of land out of the I. & G. N. Railway Company Survey No. 1, Abstract No. 267 and being the same land more fully described in deed from L. R. Shreve to F. C. Humphrey in Volume 111 at Page 42 of the Deed Records of Fort Bend County, Texas, to which reference is made for further description.

The above described land constitutes no part of a homestead.

Together with rights of ingress and egress to and from said line or lines, or any of them, for the purpose aforesaid. The Grantor... reserves the right to use and fully enjoy the above described premises, except as to the rights hereinbefore granted and the Grantee hereby agrees to pay any damages which may arise to crops, timber, fences or buildings of said Grantor... from the exercise of the rights herein granted, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one to be appointed by the Grantor..., one by the Grantee, and the third by the two so appointed, and the award of such three persons or any two of them shall be final and conclusive.

Should more than one pipe line be laid under this grant, at any time, an additional consideration equal to the consideration hereinabove recited, shall be paid for each line so laid after the first line.

All pipe laid under this grant shall be laid upon a route selected by the Grantee, its successors or assigns, and shall be buried to such depth as not to interfere with the ordinary cultivation of said land, and any line laid after the first line shall be laid parallel with and adjacent to said first line.

TO HAVE AND TO HOLD said easement, rights and rights of way unto the said Shell Pipe Line Corporation, its successors and assigns.

This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

This instrument embodies the entire agreement between the parties hereto, including the consideration paid or to be paid therefor.

IN WITNESS WHEREOF, the Grantor... has hereunto set his hand... and seal... on this, the 6th day of April, 1929.

F. C. Humphrey (SEAL)
(SEAL)

In presence of
R. Barry Cox

INSTR. NO. 017001
ENTRY NO. 01
COUNTERPART NO. 01

Vol. 125, pg 544
Deed Records
R/W
594

(ACKNOWLEDGMENT BY INDIVIDUALS)

STATE OF TEXAS,
COUNTY OF Harris } SS.

Before me, the undersigned authority, on this day personally appeared F.C. Humphrey

known to me to be the person, whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 2th day of April A. D. 1929.

J. M. Pittman

Notary Public in and for Harris County, Texas.

THE STATE OF TEXAS, }
County of Fort Bend, }

I, IMOGENE MULLINAX CHANCE, 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 3 day of May A. D. 1929, at 8:30 o'clock 2 M., and duly recorded the 6 day of May A. D. 1929, at 9:30 o'clock 2 M., in the Deed Records of said County, in Vol. 128 on Page 344

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 *Judi De Blane* Deputy,

Imogene M. Chance
Clerk County Court, Fort Bend County, Texas.

PROOF READ
TEXAS-PLAND T.L.

R/W No. 594

Line McCamery-Houston 10th

RIGHT OF WAY GRANT

FROM

F. C. Humphrey

FILED FOR RECORD IN

the 3 day of May 1929

At 8:30 o'clock P. M.

Imogene M. Chance
COUNTY CLERK, FORT BEND CO., TEXAS
SHELL PIPE LINE CORPORATION

Address of Grantor:
Houston, Texas.

When recorded, return to
SHELL PIPE LINE CORPORATION
Right of Way and Claims Dept.
Drawer D15, St. Louis, Mo.

Notary Public in and for _____ County, Texas.

GIVEN under my hand and seal of office this _____ day of _____ A. D. 192_____

and wife _____ 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 _____ wife of said _____ having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said _____ acknowledged said 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.

STATE OF TEXAS, }
COUNTY OF _____ } SS.

Shell Pipe Line Cor

To:

Elfleta Humphrey, et al

539 376

HH-250
N/S of Green
Buck

PARTIAL RELEASE OF EASEMENTS

190214

STATE OF TEXAS

COUNTY OF FORT BEND

WITNESSETH: THAT

WHEREAS, Shell Pipe Line Corporation, a Maryland corporation, hereinafter called "Shell" has or holds the following-described easements and right of way grants, hereinafter called "Said Grants", covering lands in Fort Bend County, Texas.

1. Easement dated April 6, 1929, from F. C. Humphrey, as grantor, to Shell Pipe Line Corporation, as grantee, recorded in Volume 125, at Page 544, of the Deed Records of Fort Bend County, Texas, as amended by Partial Release dated August 11, 1955, executed by Shell Pipe Line Corporation, and recorded in Volume 338, at Page 144, of the Deed Records of Fort Bend County, Texas.
2. Easement dated January 11, 1929, from L. R. Shreve, as grantor, to Shell Pipe Line Corporation, as grantee, recorded in Volume 125, at Page 292, of the Deed Records of Fort Bend County, Texas.

WHEREAS, Elfleta Humphrey, L. H. Humphrey, Hallie R. Fagan, and James W. Gustafson, Trustee, hereinafter called "Owners", represent that they are the present owners of the following-described property, herein called "Said Land", subject to Said Grants:

125 acres, more or less, out of the I&GN RR Company Survey No. 1, A-267, Fort Bend County, Texas, described as follows:

Beginning at an iron fish plate at the west corner of Survey No. 2, I&GN Railway Company on the northeast line of the G. W. Cartwright Survey;

Thence, north 45-1/4 degrees west 1480 varas to an iron pipe set on the southeast line of the John McKnight Survey, water tank on the M.K.&T. Railway bears north 1-1/4 degrees west point of timber; north 13-1/2 degrees west;

Thence, north 44-3/4 degrees east, along the southeast line of said McKnight Survey at 270 varas center of road 686-1/2 varas to a point;

Thence, south 45-1/4 degrees east 1480 varas to point in northwest line in No. 2, I&GN Railway;

Thence, south 44-3/4 degrees west 686-1/2 varas to beginning, containing 180 acres of land, and being the same land described in the deed dated March 6, 1908, from Edmund Gaul et ux, as grantors, to L. R. Shreve, as grantee, recorded in Volume 42, at Page 180, of the Deed Records of Fort Bend County, Texas, SAVE AND EXCEPT the 45-acre tract described as follows: Beginning at the west corner of Survey No. 2 of the I&GN Railway Company, on the northeast line of the Cartwright Survey;

INSTR. NO. 017007
ENTRY NO. 05
COUNTERPART NO. 01

RIW
594
RIW 594
594 1/2

Thence, north 45-1/2 degrees west along the boundary line of the county road a distance of 370 varas to corner;

Thence, at right angles north 44-3/4 degrees east a distance of 696.5 varas to the northeast boundary line of the 90-acre tract previously held in common between Elfa Humphrey and R. M. Shreve for corner;

Thence, south 45-1/4 degrees east 370 varas to the south line of I&GN Railway Company Survey No. 1, and the north line of the I&GN Railway Company Survey No. 2, for corner;

Thence, south 44-3/4 degrees west 686.5 varas to beginning corner, and containing 45 acres of land, more or less, and being the same 45-acre tract of land described in the Deed of Partition dated June 19, 1936, executed by Elfa Humphrey and R. M. Shreve, recorded in Volume 161, at Page 383, of the Deed Records of Fort Bend County, Texas, and also SAVE AND EXCEPT a 10-acre tract of land out of the I&GN Survey No. 1, Abstract 267, being out of the west corner of that certain 90 acres described in the deed from L. R. Shreve to F. C. Humphrey et ux, dated May 20, 1925, recorded in Volume 111, Page 42, Deed Records of Fort Bend County, Texas, which 10 acres is more particularly described by metes and bounds as follows: Beginning at the intersection of the southeast line of the county road and the northeast line of a gravel road at a fence corner;

Thence, north 44 degrees 45 minutes east along such fence at 630 feet passing an iron pipe, continuing to 660 feet for the north corner of this ten (10) acres;

Thence, south 45 degrees 15 minutes east 660 feet to the east corner of this ten (10) acres;

Thence, south 44 degrees 15 minutes west 660 feet to a corner in the fence along the gravel road;

Thence, north 44 degrees 45 minutes west at 30 feet pass an iron stake, continuing 630 feet to the place of beginning, and being the same 10-acre tract described in the Warranty Deed dated June 27, 1955, from Mrs. F. C. Humphrey, as grantor, to Cecil R. Goynes et ux, as grantees, recorded in Volume 338, at Page 143, of the Deed Records of Fort Bend County, Texas.

Said 125 acres, more or less, being out of and a part of the 135-acre tract described by metes and bounds in the Deed of Partition dated June 19, 1936, executed by Elfa Humphrey and R. M. Shreve, recorded in Volume 161, at Page 383, of the Deed Records of Fort Bend County, Texas.

WHEREAS, Owners desire to have Said Grants restricted to the herein-after-described 50-foot-wide strip of land, on which Shell's McCamey-Houston 10-inch and Sheridan-Houston 6-inch pipelines are located, and, in consideration of such restriction, agree and covenant as hereinafter provided;

NOW THEREFORE, in consideration of the premises, it is hereby agreed as follows:

I

In consideration of the covenants set out in Section II below, Shell hereby quitclaims unto the grantors in Said Grants, their respective heirs, successors, and assigns, all of the right, title, and interest which Shell presently has or holds under and through Said Grants insofar and only insofar as Said Grants cover and apply to Said Land, save and except as to the following-described 50-foot-wide strip of land, hereinafter called "Said Strip", which crosses Said Land, and upon which Shell's McCamey-Houston 10-inch and Sheridan-Houston 6-inch pipelines are located pursuant to and in accordance with all of the terms of Said Grants:

A strip of land 50 feet in width out of, and a part of, Said Land, said 50-foot strip lying along and 25 feet on each side of a line more particularly described as follows:

Beginning at a point on the southwest line of I&GN RR Company Survey No. 1, Abstract 267, said point being N 45° 15' 00" W along said southwest line a distance of 2,161.91 feet from the south corner of said I&GN RR Company Survey No. 1, being also the west corner of I&GN RR Company Survey No. 2, Abstract 268, and said point being N 45° 15' 00" W along said southwest line a distance of 8.15 feet from the intersection of said southwest line with the center line of Shell's 6-inch diameter pipeline, and said point being S 45° 15' 00" E a distance of 8.15 feet along said southwest line from the intersection of said southwest line with the center line of Shell's 10-inch diameter pipeline;

Thence, S 70° 25' 43" E midway between the two said pipelines, passing at 70.2 feet the fence along the northeast edge of a county road 60 feet wide, and continuing for a total distance of 1,253.13 feet to a point midway between the two said pipelines, on the southeast line of Said Land, said point being N 44° 45' 00" E a distance of 502.97 feet from the intersection of said southeast line with the northeast line of said county road 60 feet wide, said point being the end of the herein described line.

II

In consideration of the provisions of Section I above, Owners hereby adopt, ratify and confirm each of Said Grants insofar as same cover all or any part of Said Strip. Owners hereby grant and convey to Shell, its successors and assigns, a right of way and easement for the purposes, from time to time, of laying, constructing, operating, inspecting, maintaining, repairing, renewing, substituting, changing the size of and removing pipes and pipelines over, through, upon, under, and across Said Strip for the purposes aforesaid. Owners, for themselves, their successors and assigns, covenant and agree with Shell, its successors and assigns, (a) that no buildings or structures will be erected or permitted on Said Strip, (b) that no improvements of any kind, dirt, paving, asphalt, or other material or property, shall be placed or permitted on Said Strip, and no construction, excavation, or grading activities shall be

conducted or permitted on Said Strip without the advance written consent of Shell, (c) that Shell shall have the right, without any obligation to repair or resurface same, to cut any street or roadway now or hereafter located across Said Strip for the purpose of exercising any of the rights granted under Said Grants, (d) that no excavations shall be made on land adjacent to Said Strip which will in any way impair or withdraw the lateral support of, or which will cause any subsidence or other injury or damage to, Said Strip and/or any of Shell's facilities located thereon, and (e) that said covenants shall run with the land. Owners hereby grant and convey unto Shell, its successors and assigns, the right to use, for the purpose of ingress and egress to and from Said Strip, any roadways or streets which presently exist or which may at any time be constructed on, over, and across Said Land. Owners also covenant that they are the owners of Said Strip, subject to Said Grants and have the right, title, and capacity to enter into the foregoing covenants and agreements.

The provisions hereof shall extend to and be binding on the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, This instrument is executed as of the 28th day of October, 1970.

SHELL PIPE LINE CORPORATION

By W. J. Williamson
W. J. Williamson, Attorney in Fact

(OWNERS)

Elfeta Humphrey
Elfeta Humphrey a/k/a Elfa Humphrey

L. H. Humphrey
L. H. Humphrey

Hallie R. Fagan
Hallie R. Fagan

James W. Gustafson, Trustee
James W. Gustafson, Trustee

STATE OF TEXAS

COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared W. J. Williamson, Attorney in Fact, known to me to be the person who executed the foregoing instrument in behalf of Shell Pipe Line Corporation, a corporation, who acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this the 25th day of January, 1970.

Billie Jo Brewer
Notary Public in and for
Harris County, Texas

STATE OF Texas

COUNTY OF Harris

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Elleta Humphrey, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this the 25th day of November, 1970.

Paula S. Austin
Notary Public in and for
Harris County, Texas

STATE OF Texas

COUNTY OF Harris

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared L. H. Humphrey, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

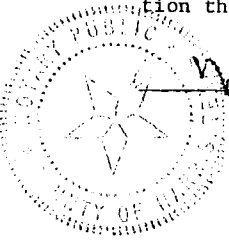
Given under my hand and seal of office, this the 25th day of November, 1970.

Paula S. Austin
Notary Public in and for
Harris County, Texas

STATE OF Texas
COUNTY OF Harris

REC. VOL. 539 PAGE 381

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Hallie R. Fagan, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

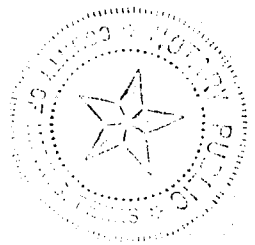


Given under my hand and seal of office, this the 25th day of November, 1970.

Charles A. Just
Notary Public in and for
Harris County, Texas

STATE OF Texas
COUNTY OF Harris

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared James W. Gustafson, Trustee, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.



Given under my hand and seal of office, this the 28th day of October, 1970.

Pamela Sue Peck
Notary Public in and for
Harris County, Texas

FILED FOR RECORD
AT 8 O'CLOCK A.M.

FEB 8 - 1971

Ella Macek
County Clerk, Fort Bend, Co., Tex.

AS PER ORIGINAL

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



FEB 9 1971

Ella Mae
COUNTY CLERK, Fort Bend
County, Texas

Handwritten initials and name: *W. J. Owen Busch*

Handwritten number: *HH. 256*

Instrument--Right of Way Grant
 May H. Wise a widow
 Dated--Jan. 7th, 1929
 To
 Filed--Feb. 18th, 1929
 Shell Pipe Line Corporation
 Deed Record "124" page 197

STATE OF TEXAS
 COUNTY OF FORT BEND. KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned May H. Wise, a widow, (hereinafter styled "Grantor") for and in consideration of the sum of thirty three dollars (\$33.00) in hand paid by the Shell Pipe Line Corporation, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the Shell Pipe Line Corporation, a corporation, organized under the laws of the State of Maryland (hereinafter called "Grantee") its successors and assigns the right of way from time to time to lay, construct, reconstruct, replace, renew, maintain, repair, change the size of and remove pipes and pipe lines for the transportation of oil, petroleum or any of its products, gas, water and other substances or any thereof and to erect, maintain, operate and remove upon a single line of poles with necessary anchorage and appurtenances, telephons and telegraph lines or either of them, over, through, upon under and across my land situated in the County of Fort Bend, State of Texas, said tract of land being described as follows, to wit:

Being tracts of lands as follows, out of the George W. Cartwright survey, abstract No. 149, 102 acre tract, of land and 68 acre tract of land and being the same land fully described in deed from H. K. Herman to John W. Wise, recorded in volume No. 46, page No. 629, and 7.1 acre tract being the same land more fully described in deed from J. T. Mulsher to John W. Wise, recorded in volume No. 50, page No. 636, of the Deed Records of Fort Bend County, Texas, to which reference is made for further description.

Together with rights of ingress and egress to and from said line or lines or any of them for the purpose aforesaid, the Grantor reserve the right to use and fully enjoy the above described premises, except as to the rights hereinbefore granted and the Grantee hereby agrees to pay any damages which may arise to crops, timber, fences or buildings of said Grantor from the exercise of the rights herein granted, said damages if not mutually agreed upon to be ascertained and determined by three disinterested persons one to be appointed by the Grantor one by the Grantee, and the third by the two so appointed and the award of such three persons or any two of them shall be final and conclusive.

cont'd.

Handwritten signature: *W. J. Owen Busch*
Handwritten number: *220-6161*

Deed Record "124" page 197, cont'd.

--2--

Should more than one pipe line be laid under this grant at any time an additional consideration equal to the consideration hereinabove recited shall be paid for each line so laid after the first line.

All pipe laid under this grant shall be laid upon a route selected by the Grantee, its successors or assigns and shall be buried to such depth as not to interfere with the ordinary cultivation of said land and any line laid after the first line shall be laid parallel with and adjacent to said first line.

TO HAVE AND TO HOLD, said easement rights and rights of way unto the said Shell Pipe Line Corporation, its successors and assigns. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the grantor has hereunto set her hand and seal on this the 7th day of January, 1929.

Book #9815

May H. Wise

In presence of G. W. Burroughs.

STATE OF TEXAS,
COUNTY OF HOUSTON.

BEFORE ME, the undersigned authority, on this day personally appeared May H. Wise, a widow known to me to be the person whose name she subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office, this 8th day of January A. D. 1929.

I. M. Pittman, Notary Public in
and for Harris County, Texas.

(SEAL)

PARTIAL RELEASE OF EASEMENTHH-236
S/S of Green
Busch

STATE OF TEXAS

COUNTY OF FORT BEND

For valuable consideration received, Shell Pipe Line Corporation, a Maryland corporation, hereinafter called "Shell", as owner and holder of the following-described easement and right of way grant, hereinafter called "Said Grant":

Right of way grant dated January 7, 1929, from May H. Wise, a widow, as grantor, to Shell, as grantee, recorded in Volume 124, Page 197, of the Deed Records of Fort Bend County, Texas, covering a certain tract of land situated in Fort Bend County, Texas, as described in Said Grant;

hereby releases and quitclaims unto the grantor named therein, her respective heirs and assigns, all of the right, title and interest of Shell in and under said grant insofar, and only insofar, as Said Grant covers and applies to the following-described land situated in Fort Bend County, Texas, to-wit:

All that certain tract or parcel of land lying and being situated in the George W. Cartwright Survey, Abstract 149, in Fort Bend County, Texas, and being more particularly described as follows, to-wit:

Eight acres of land off of the Southeast side of the Andrew Stewart 30 acre tract (said 30 acre tract being described in deed of record in Volume 194, Page 36 of the Deed Records of Fort Bend County, Texas) in the George W. Cartwright Survey, Abstract 149, in Fort Bend County, Texas.

For connection and place of beginning for this 8.00 acre tract, commence at the East corner of said 30 acre tract, said corner being the North corner of the John Roesner Tract and on the centerline of Busch Road (60 feet wide) and being Southeasterly 3836 feet by deed call from the North corner of the George Cartwright Survey;

Thence, South 44 degrees 15' West, along the Southeast line of said 30 acres and the Northwest line of the John Roesner Tract, at 30 feet pass an iron pipe in the Southwest line of said road, at 46.5 feet pass a pipeline, at 1042 feet pass a power line, at 2234.8 feet the fence ends, at 2492.8 feet pass an iron pipe set, in all 2542.8 feet to a point on the centerline of Buffalo Bayou for the South corner of this 8.00 acre tract;

Thence, North 45 degrees 45' West, 137.05 feet to a point in said Bayou for the West corner of this tract;

Thence, North 44 degrees 15' East, at 50 feet pass an iron pipe, at 2496.3 feet pass a pipeline, at 2512.8 feet pass an iron pipe in the Southwest line of Busch Road, in all 2542.8 feet to a point on the centerline of said road for the North corner of this tract;

Thence, South 45 degrees 45' East 137.05 feet to the place of beginning and containing 8.00 acres of land, and being part of that same land described in deed from May H. Wise to Andrew Stewart and wife, Nora Stewart, dated November 1st, 1940, and appearing of record in Volume 194, Page 36 of the Deed Records of Fort Bend County, Texas.

INSTR. NO. 017005
 INDEX NO. 051
 COUNTY CLERK 014

Said grant shall continue in full force and effect as to all lands covered thereby, save and except the above-described 8.00 acres of land herein released.

Executed this 3rd day of November, 1976.

SHELL PIPE LINE CORPORATION

By R. G. Ryman
R. G. Ryman, Attorney in Fact

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, Donna L. Hull, a Notary Public in and for said County and State, on this 3rd day of NOVEMBER, 1976, personally appeared R. G. Ryman, personally known to me and known to me to be, and to be the same person who signed the foregoing instrument as Attorney in Fact of Shell Pipe Line Corporation, a Maryland corporation, and acknowledged to me that he signed the same in the name and behalf of said corporation, that he was thereunto duly authorized by said corporation's Board of Directors, and that said instrument is his free and voluntary act and the free and voluntary act of said corporation, for the uses and purposes therein set forth.

WITNESS my hand and official seal.

Donna L. Hull

Notary Public in and for Harris County, Texas

DONNA L. HULL

Notary Public In And For Harris County, Texas

My Commission Expires June 1, 1977

My Commission expires

FILED FOR RECORD

AT 8 O'CLOCK a M.

NOV 15 1976

Pearl Elllett

County Clerk, Fort Bend Co., Tex.

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



NOV 17 1976

Pearl Elllett

COUNTY CLERK, Fort Bend
County, Texas