

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: 06/19/2009	Submitted By: P.Batts
Court Agenda Date: 06/23/09	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 Kinder Morgan Tejas Pipeline, LLC regarding roadway improvements for West Bellfort Road (from Martinez Street to FM1464), County expenditure not to exceed \$181,584.00, Precinct 4. (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 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):

63009 3 orig. ret. to Pantette at Engineering

STANDARD UTILITY AGREEMENT ACTUAL COST – FORT BEND COUNTY

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

Road: West Belfort Road
Limits: From: Martinez Road
To: FM 1464

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 West Belfort Road, which said changes are generally described as follows: the expansion of the existing two-lane asphalt roadway with open ditches into a four-lane concrete boulevard street with curbs and underground storm sewer.]

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: Install approximately 80 feet of 24" casing, end seals, casing spacers, casing vents and test station. Relocate both the cathodic protection groundbed and rectifier pole] and such work is described in **Owner’s** Estimate (estimated at \$181,584.00), 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.

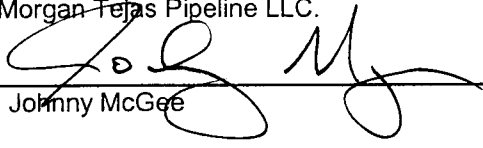
This agreement is subject to cancellation by the **County** at any time up to the date that work under this agreement has been authorized. **County** shall reimburse **Owner** 100% of all reasonable and necessary cost incurred by **Owner** up to the date of receipt of Notice of Cancellation.

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.

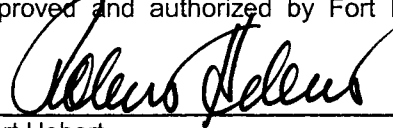
It is also expressly understood that the **Owner** conducts the adjustment, removal, or relocation at its own risk, and that the **Owner** agrees to indemnify and hold the **County** harmless for damage to existing facilities caused by the **Owner's** conduct.

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:	 Johnny McGee
Title:	Attorney in Fact
Date:	June 18, 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:	Judge, Fort Bend County
Date:	June 23, 2009

Fort Bend County Project: 741
Utility:
Utility Project Number:
Roadway: West Belfort
Eligibility Ratio: %

EXHIBIT A

INCLUDES:

Scope of Work: Work Description: [Insert Statement of Work]

Summary Estimate

Labor Estimate

Materials Estimate

Voucher Estimate (if applicable)

Kinder Morgan, Inc. / 80

\$ 181,584	Tab Total
\$ 181,584	AFE Total

Estimate Form
Revision
#BETA 3.5
07.17.03

TITLE: Extend 24" casing on Tejas 202-600 20" for the proposed expa
SCOPE: Install approximately 400 feet of 24" casing, end seals, casing spacers, casing vent and test station. Inspection services for the proposed West Belfort (Boss Gaston) road extension over Tejas 202-600, 20" pipeline

Requested By: Burrel Thomas
Estimate #: 1
Date:
Prepared By: Burrel Thomas
Project Manager: Burrel Thomas

Size	Description	Quantity	Units	Unit Cost	Cost	Total	Tax Total
THREE INCH LINE PIPE							
3.500	0.188 42 Pipe, c/w 14-16 mil FBE	10	ft	12.50	125		
TWENTY-FOUR INCH LINE PIPE							
24.000	0.250 Gr B 42 52 60 Pipe, c/w 14-16 mil FBE	90	ft	100.00	9,000		
				PIPE (330)		9,125	9,878
				VALVES (331)		-	-
MISCELLANEOUS							
3 inch	Casing Vent Caps	2	ea	30.00	60		
Casing Spacers, Link Seals and Wrap Around End Seals		1	lot	1,600.00	1,600		
				FITTINGS (332)		1,660	1,797
				MEASUREMENT EQUIPMENT (333)		-	-
				EFM & SCADA (334)		-	-
				COMPRESSION EQUIPMENT (335)		-	-
				PRESSURE VESSELS (336)		-	-
				DIRECT FIRED HEATERS (337)		-	-
				HEAT EXCHANGERS (338)		-	-
				TANKS (339)		-	-
				PLC HARDWARE & SOFTWARE (385)		-	-
				MISCELLANEOUS MATERIALS (300)		-	-
				TOTAL MATERIALS AND SUPPLIES		10,785	11,675
COMPANY LABOR							
	Engineering	40	hr	50.00	2,000		
	Operators	24	hr	20.00	480		
	Corrosion Technician	40	hr	30.00	1,200		
				COMPANY LABOR (100)		3,680	3,680
	Payroll Burden	1	ls	36%	1324.8		
				COMPANY BENEFITS (190)		1,325	1,325
				EMPLOYEE EXPENSE (200)		-	-
	Company Vehicle Expense	1	ls	500.00	500		
				VEHICLE EXPENSE (500)		500	500
				TOTAL COMPANY COST		5,505	5,505
PRIMARY CONSTRUCTION CONTRACTOR							
MECHANICAL							
	Mob/Demob	1	ls	4,400.00	4,400	5.0%	
	Pipeline Fabrications (split 24" pipe, install hinges and reweld pipe)	1	ls	41,731.00	51,920	59.0%	
	Excavate, inspect pipe and repair, Install Casing Spacers, Link Seals and Wrap Around End Seals	1	lot	13,331.00	31,680	36.0%	
MISCELLANEOUS							
	Stablize Sand	1	ls	1,000	1,000		
				Individual Item SubTotal - \$89,000			
				PRIMARY CONSTRUCTION CONTRACTOR (451)		89,000	96,343
SECONDARY CONSTRUCTION CONTRACTOR							
MECHANICAL							
Estimated cost to relocate both groundbed and rectifier pole							
	Labor	1	ls	11,612.00	11,612		
	Materials	1	ls	8,861.00	8,861		
	Mob/Demob	1	ls	200.00	200		
				Individual Item SubTotal - \$20,673			
				SECONDARY CONSTRUCTION CONTRACTOR (452 or 453)		20,673	22,379
THIRD PARTY CONSULTING / ENGINEERING (454)							
	Inspection Construction	10	day	500.00	5,000		
				INSPECTION SERVICES (455)		5,000	5,413
				RADIOGRAPHY SERVICES (456)		-	-
				ENVIRONMENTAL CONTRACTOR (457)		-	-
				ELECTRICAL & INSTRUMENTATION (458)		-	-
				RIGHT OF WAY CONTRACTOR (459)		-	-
	Drafting Services	4	mn-hr	60.00	240		
				SURVEY & DRAFTING CONTRACTOR (460)		240	260
				OUTSIDE LEGAL SERVICES (406)		-	-
				TOTAL OUTSIDE SERVICES		114,913	124,393
				ROW RENTAL (610)		-	-
				RIGHT OF WAY - LAND (921)		-	-
				RIGHT OF WAY - DAMAGES (922)		-	-
				TOTAL RIGHT OF WAY AND DAMAGES		-	-
				PERMITTING (800)		-	-
				PURGE AND PACK GAS (924)		-	-
	Contingency	1	ls	10.00%	14,157		
				TOTAL OTHER (900)		14,157	14,157
	Administrative & General	1	ls	16.00%	24,917		
				CAPITALIZED OVERHEAD (993)		24,917	24,917
	Capitalized Interest (AFUDC)	4	Months	2.50%	937		
				AFUDC (991)		937	937

Kinder Morgan, Inc. 80

Estimate Form
Revision
#BETA 3.5
07.17.03

TITLE: Extend 24" casing on Tejas 202-600 20" for the proposed expa
SCOPE: Install approximately ~~100~~ feet of 24" casing, end seals, casing spacers, casing vent and test station. Inspection services for the proposed West Belfort (Boss Gaston) road extension over Tejas 202-600, 20" pipeline

\$ 181,584	Tab Total
\$ 181,584	AFE Total

Requested By: Burrel Thomas
 Estimate #: 1
 Date: _____
 Prepared By: Burrel Thomas
 Project Manger: Burrel Thomas

Size	Description	Quantity	Units	Unit Cost	Cost	Total	Tax Total
	Tax Gross Up	0	ls	24.00%	-		
TAX GROSS UP						-	-
TOTAL TAB						171,214	181,584

Fort Bend County Project: 741
Utility:
Utility Project Number:
Roadway: West Belfort
Eligibility Ratio: %

EXHIBIT B

INCLUDES:

Plan of Adjustment Drawings

Fort Bend County Project: 741
Utility:
Utility Project Number:
Roadway: W. Belfort
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!

RIGHT-OF-WAY AGREEMENT

Lois Reed, et ux

To:

Pan American Gas Co.

057

162721

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 Fort Bend, State of Texas, described as follows:

All that certain tract or parcel of land lying and being situated in Fort Bend County, Texas, and being 32 acres of land, more or less, out of the D. A. Connor Survey, A-158, and more particularly described in Deed dated November , 1949, Book 297, Page 479.

The easement hereby granted shall be thirty (30) feet in width and the approximate centerline of the easement hereby granted is described as follows, to-wit:



Beginning at a point in the West line of the above referred to tract of land, said point being 30 feet perpendicular and Southwest along said line from an existing twelve (12") inch pipeline presently operated by the Houston Pipeline Company;
THENCE South 50 Degrees 38 Minutes East a distance of 1170 feet to a point in the East line of said property, said point being 30 feet perpendicular and Southwest 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 in width 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.

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 Grantee, subject to the same rights and conditions, may lay, maintain and operate an additional pipeline or pipelines alongside of the first line as herein provided, upon payment to Grantor his pro rata share of \$ 710.00 for each additional line when laid.

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.

Tract # 57

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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, pipeline, 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 Grantee, subject to the same rights and conditions, may lay, maintain and operate an additional pipeline or pipelines alongside of the first line as herein provided, upon payment to Grantor his pro rata share of \$ 710.00 for each additional line when laid.

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 27 day of March, 1967.

Lois Reed
Lois Reed
Alberta Reed
Alberta Reed

STATE OF _____

COUNTY OF _____

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

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 _____ day of _____, 19____.

Notary Public in and for

County, _____

STATE OF TEXAS
COUNTY OF FORT-BEND

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

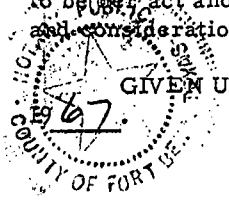
Lois Reed and

wife, Alberta Reed, both 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 considerations therein expressed, and the said Alberta Reed wife of

the said Lois Reed, having been examined by me privily and apart from her husband and having the same by me fully explained to her, she, the said _____, acknowledged such instrument

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 27 day of March.



FILED FOR RECORD
AT 12:15 O'CLOCK a.M.

APR 3 - 1967

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

Franklin A. Lubojasky
Notary Public in and for
FORT BEND County, TEXAS

FRANKLIN A. LUBOJASKY
Notary Public, in and for Fort Bend County, Texas

BOOK OF RECORDS

DEED

VOL. 1251 PAGE 988

12984 RIGHT-OF-WAY AGREEMENT AMENDMENT

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

HERETOFORE, by instrument dated the 27th day of March, 1967, LOIS REED and wife, ALBERTA REED, executed and delivered to Pan American Gas Company (now AMOCO GAS COMPANY), as Grantee, a Right-of-Way Agreement across 32 acres of land out of the D. A. Connor Survey, A-158, which Right-of-Way Agreement was recorded in Vol. 485, page 548 of the Deed Records of Fort Bend County, Texas; and,

WHEREAS, it is desired to amend said agreement to provide for the crossing of said easement and placing of facilities across the same; and,

WHEREAS, the undersigned WILLIAM B. FRY, JR., Trustee, has succeeded to all of the right, title and interest of LOIS REED and wife, ALBERTA REED.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration cash in hand paid by WILLIAM B. FRY, JR., Trustee, to AMOCO GAS COMPANY, a Delaware corporation, the receipt and sufficiency of which are hereby acknowledged and confessed, said Right-of-Way Agreement is hereby amended by adding to the same the following:

"Notwithstanding anything herein contained to the contrary, it is agreed that Grantor, his heirs, executors, administrators, successors, assigns and legal representatives shall have the right to lay out, dedicate, construct and maintain roads, streets, alleys, railroad tracks, underground communication conduits, and gas, water, and sewer pipelines, as well as all other kinds and types of utilities over and across the easement area; provided, however, that if the same are placed along as distinguished from across said easement, they shall not be placed over the pipelines of Grantee heretofore and hereafter installed under the provisions of said easement; and further provided that such use by Grantor shall only be exercised in a manner that will not impair or interfere with the exercise by Grantee of any of the rights herein granted."

As herein amended, said Right-of-Way Agreement of March 27, 1967, is hereby in all things ratified and confirmed.

EXECUTED this 27th day of May, 1975.

William B. Fry, Jr. Trustee WILLIAM B. FRY, JR., TRUSTEE

AMOCO GAS COMPANY

By B.E. Mitchell, Jr. Vice President

THE STATE OF TEXAS §
COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared WILLIAM B. FRY, JR., TRUSTEE, 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 and in the capacity stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th day of May, 1975.



Velma J. Trammell
Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared B. E. MITCHELL, JR., known to me to be the person who executed the foregoing instrument as Vice President of AMOCO GAS COMPANY, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation, and in the capacity stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th day of May, 1975.



Mary B. Hitchcock
Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS
COUNTY OF BRAZORIA

H. R. Stevens, Jr., Clerk of the County Court in and for Brazoria County, Texas, do hereby certify that this instrument was FILED FOR RECORD and RECORDED in the public and page of the annual record and at the same and date as stamped herein by me.



H. R. Stevens, Jr.
Clerk of County Court

FILED FOR RECORD
AT 8:20 O'CLOCK A.M.

JUL 2 1975

H. R. STEVENS, JR.
CLERK COUNTY COURT, BRAZORIA CO., TEXAS
BY J. T. Fisher DEPUTY

Please Return To:

Amoco Production Company
Attention: Mr. D. E. Jacobs
P. O. Box 3092
Houston, Texas 77001

Row

12984

*Amoco
2.50
2/5/69*

RIGHT-OF-WAY AGREEMENT
Willie Odell Lillie, et ux To: Pan American Gas Co. 59

162637

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 Fort Bend, State of Texas, described as follows:

Being 12.57 acres of land, being Lot 6 of a partition of the Alice and John McDonald land in the D. A. Connor Survey, Jesse Cartwright League, A-16, and I & G N R R Company Survey; said Lot 6 being in the D. A. Connor Survey, Abs. 158, Fort Bend County, Texas, and being more particularly described in Deed dated January 22, 1959, Book 387, Page 422, recorded in the Deed Records of Fort Bend County, Texas.



This easement hereby granted shall be thirty (30) feet in width and the approximate centerline of the easement hereby granted is described as follows, to-wit:

Beginning at a point in the North line of said property, being 12.57 acres as referred to above, said point being 103 feet East along said line from the confluence of the Northwest corner of said 12.57 acre tract of land, the Southerly right-of-way line of a county road and the East line of now or formerly the Rich White property; THENCE South 50 Degrees 38 Minutes East a distance of 503 feet to a point in the East line of said property, said point being 317 feet South along said line from the confluence of the Northeast corner of said 12.57 acre tract of land and the West right-of-way line of a county road. *W.C.R.*

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.

The centerline of the easement described herein shall be thirty (30') feet from and approximately parallel to the existing twelve (12") inch pipeline operated by the Houston Pipeline Company.

maintain and operate an additional pipeline or pipelines alongside of the first line as herein provided, upon payment to Grantor his pro rata share of \$ 4/10.00 for each additional line when laid.

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.

Tract # 59 Instrument No. 45

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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, pipeline, 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 Grantee, subject to the same rights and conditions, may lay, maintain and operate an additional pipeline or pipelines alongside of the first line as herein provided, upon payment to Grantor his pro rata share of \$ 410.00 for each additional line when laid.

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.

Leaf # 59 *Instrument No. 45*

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 24th day of March, 1967.

Willie Odell Lillie
Willie Odell Lillie

Belma Jean Lillie
Belma Jean Lillie

STATE OF TEXAS

COUNTY OF HARRIS

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

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 ___ day of _____, 19__.

Notary Public in and for

County, _____

STATE OF TEXAS

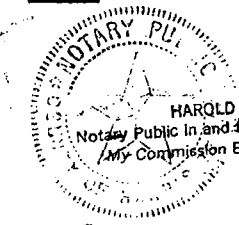
COUNTY OF HARRIS

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

Willie Odell Lillie and
wife, Belma Jean Lillie, both 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 considerations therein expressed, and the said Belma Jean Lillie wife of

the said Willie Odell Lillie, having been examined by me privily and apart from her husband and having the same by me fully explained to her, she, the said Belma Jean Lillie, acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and considerations therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 24th day of March, 1967.



Harold M. Moore
Notary Public in and for
Harris County, Texas

EXHIBIT "A"

Being 12.57 acres of land, being Lot 6 of a partition of the Alice and John McDonald land in the D. A. Conner Survey, Jesse Cartwright League, A-16 and I & G N R R Company Survey; said Lot 6 being in the D. A. Conner, Survey, Abs.158, Fort Bend County, Texas, and being more particularly described in Deed dated January 22, 1959, Book 387, Page 422, as recorded in Deed Records of Fort Bend County, Texas.

This easement hereby granted shall be 2 feet in width and the approximate center-line of the easement hereby granted is described as follows, to wit:

Beginning at a point in the north line of said 12.57 ac. tract same being south right-of-way line of Boss Gaston Road, with said point being 160 feet east of the northwest corner of said tract.

THENCE, 1 foot south to an angle point,

THENCE, east a distance of 175 feet to end of easement end point being 155.4 feet west of east boundary line of said 12.57 ac. tract.

Grantee shall have the right during initial construction to use additional lands as is reasonably necessary to construct said cathodic protection ground bed and install rectifier.