

**FORT BEND COUNTY    FY 2009**  
**COMMISSIONERS COURT AGENDA REQUEST FORM**  
 Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

22A

Date Submitted: 07/14/2009	Submitted By: P.Batts
Court Agenda Date: 07/21/09	Department: Engineering
	Phone Number: 281 633 7507

**SUMMARY OF ITEM:** Take all appropriate action to approve Standard Utility Agreement between Fort Bend County, and Houston Pipeline Company, LP regarding Katy-Flewellen (from Gaston Road to Pin Oak Boulevard), County expenditure not to exceed \$344,576.00, Mobility Bond Project #734, Precinct 4. (Fund: Mobility Bonds)

**AGENDA ITEM**

RENEWAL AGREEMENT/APPOINTMENT	YES <input type="checkbox"/>	NO <input type="checkbox"/>		
REVIEWED BY COUNTY ATTORNEY'S OFFICE:	YES <input type="checkbox"/>	NO <input type="checkbox"/>		

**FINANCIAL SUMMARY:**

BUDGETED ITEM: YES  NO

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

DESCRIPTION OF LAWSOM ACCOUNT: \_\_\_\_\_

**COUNTY JUDGE  
RECEIVED**

JUL 15 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](mailto: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):

7-23-0A copy received

## STANDARD UTILITY AGREEMENT ACTUAL COST – FORT BEND COUNTY

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

Road: Katy-Flewellen  
Limits: From: Katy-Gaston Road  
To: Pin Oak Boulevard

This Agreement by and between Fort Bend County, Texas, (“**County**”), acting by and through its duly authorized official, and Houston Pipe Line Company LP, 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 Katy-Flewellen, 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 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: Houston Pipe Line Company will install approximately 37-feet of 36-inch casing on the east side and approximately 27-feet of 36-inch casing on the west side of Katy Flewellen to accommodate the widening of Katy Flewellen and Phase 1 of Greenbusch Road and such work is described in **Owner’s** Estimate (estimated at \$344,576.00), 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.

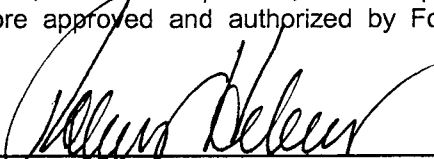
It is also expressly understood that the **Owner** conducts the adjustment, removal, or relocation at its own risk, and that the **Owner** agrees to indemnify and hold the **County** harmless for damage to existing facilities caused by the **Owner's** conduct.

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

**UTILITY**

**COUNTY**

<b>Owner: Houston Pipe Line Company LP</b>	
<input type="checkbox"/> Executed and approved by Houston Pipe Line Company LP for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by Houston Pipe Line Company LP, By HPL GP, LLC, it's general partner.	
By:	 Michael L. Spears
Title:	Senior Vice President of Operations
Date:	6/29/09

<b>Fort Bend County</b>	
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:	July 21, 2009

Fort Bend County Project: 734  
Utility: Houston Pipe Line Company  
Utility Project Number: AFE 19110787  
Roadway: Katy Flewellen  
Eligibility Ratio: 100%

## EXHIBIT A

### INCLUDES:

Scope of Work: Work Description: Houston Pipe Line Company will install approximately 37-feet of 36-inch casing on the east side and approximately 27-feet of 36-inch casing on the west side of Katy Flewellen to accommodate the widening of Katy Flewellen and Phase 1 of Greenbusch Road

Summary Estimate

Labor Estimate

Materials Estimate

Voucher Estimate (if applicable)

**HOUSTON PIPE LINE COMPANY, LP**

Est

**PROJECT COST ESTIMATE  
June 23, 2009**

**CUSTOMER COMPANY NAME:** HOUSTON PIPE LINE COMPANY, LP

**PROJECT NAME:** Fort Bend County Katy Flewellen Road - Casing Extension on the HPL 30" Pearland - Katy (3015) Line

**PIPELINE NAME:** HPL 30" Pearland - Katy (3015) Line

**AFE NUMBER:** 19110787

**ETC PROJECT MANAGER:** Wendy Rohrer

**PEGASUS PROJECT MANAGER:** Rodney Rogers

**PEGASUS PROJECT NO.:** 14095

**REVISION NUMBER:**

**Summary Page**

	Estimate	Contingencies	Estimate with Contingencies
<b>Material and Equipment Cost</b>	\$ 20,615		
<b>Field Direct Costs</b>	\$ 167,827		
<b>Project Support Costs</b>	\$ 85,903		
<b>Overhead</b>	\$ 70,232		
<b>Total</b>	<b>\$ 344,576</b>	<b>\$ -</b>	<b>\$ -</b>

**Project Scope**

This cost estimate captures the normal resources required to extend 36-inch O.D. Casing Pipe on ETC's existing 30-inch Pearland - Katy (3015) Pipeline at Fort Bend County's Katy Flewellen Road crossing in Katy, Texas (Fort Bend County). This casing extension is required to accommodate Fort Bend County's proposed widening of Katy Flewellen Road adjacent to Greenbusch Road. Approximately 37 feet of new 36-inch split casing pipe will be installed on the east side of Katy Flewellen Road and approximately 27 feet of new 36-inch split casing pipe will be installed on the west side of Katy Flewellen Road.

For the location of the existing ETC 30" Pearland - Katy (3015) Pipeline, see as-built alignment drawing HC-3015-23-H.

**MAOP:**

The existing ETC 30" Pearland - Katy (3015) Pipeline has a Maximum Allowable Operating Pressure (MAOP) of 740 psig.

**Design Code/Regulations:**

The pipelines and related facilities will be designed in accordance with 49 CFR 192.

HOUSTON PIPE LINE COMPANY, LP

Est

PROJECT COST ESTIMATE  
June 23, 2009

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**Gas Blow down Requirements:**

No blow down activities will be required. Therefore, no monies have been included in the cost estimate for gas loss.

**Continuous Natural Gas Requirements:**

No continuous gas service will be required, since the pipeline will not be blown down. Therefore, no monies have been included in the cost estimate for continuous gas service.

**Right-Of-Way:**

Temporary Work Space is required on the east and west sides of the Katy Flewellen Road crossing. The required temporary work space is as follows:

West Side of Katy Flewellen Road:

1. 20 feet wide x 84 feet long on North side of HPL ROW and 10 feet wide x 84 feet long on South side of HPL ROW

East Side of Katy Flewellen Road:

1. 30 feet wide x 75 feet long (excluding area with palm trees on HPL ROW)
2. Use Storage Company Property to off load equipment onto HPL's existing right of way

Ingress and Egress rights will need to be obtained off Katy Flewellen Road on both sides to access ETC's existing right of way.

**Exhibit "A" – Scope of Work**

**HOUSTON PIPE LINE COMPANY LP**

**HPL 30-INCH PEARLAND – KATY (3015) PIPELINE CASING PIPE EXTENSION  
ASSOCIATED WITH FORT BEND COUNTY'S KATY FLEWELLEN IMPROVEMENTS PROJECT**

**(June 23, 2009)**

**AFE No.: 19110787**

**PROJECT OVERVIEW:**

Fort Bend County has requested that Houston Pipe Line Company, LP (HPL) extend the existing 36" casing pipe on HPL's existing 30" Pearland – Katy (3015) Pipeline to accommodate their proposed Katy Flewellen Road Improvements Project in Fort Bend County, Texas. The physical location of the project is just southwest Houston, Texas. The location is depicted on drawing P1-1.

**THE SCOPE OF WORK FOR EXTENDING THE 36" CASING PIPE ON HPL'S 30-INCH PEARLAND – KATY (3015) PIPELINE IS AS FOLLOWS:**

The Contractor shall mobilize initially to the project, demobilize after the project is completed and furnish all labor, technical expertise, supervision, equipment and material; excluding that material which Company herein agrees to provide for the installation of approximately 64 feet of 36" split casing pipe (i.e. approximately 37 feet on the east side of Katy Flewellen and approximately 27 feet on the west side of Katy Flewellen) and related vent pipes, insulators, end seals, boots, etc. The above stated work shall include, but not be specifically limited to, providing temporary and permanent fencing and fence gaps/gates, clearing and grading the right-of-way, trenching including all rock removal, handling of ground water and rain water, loading and transporting and off-loading of all equipment and materials, pipe stringing, laying, welding and lowering-in, fabrication and installation, all civil work, sleeper pads, coating of all field joints and split weld seams using Protal 7200 via brush or roll application in accordance with manufacturer's specifications, inspect coating with Holiday Detector and repair damaged coating, install padding, fill, backfill, & crushed surface rock as required, sand blasting and painting, make final cleanup, re-seeding, return all unused material to HPL, and all other work necessary to construct and complete the work in accordance with this scope of work Exhibit "A", the bid drawings dated 6/30/2009 referenced in Exhibit "B", the Energy Transfer Construction Specifications referenced in Exhibit "B", and the Specific Requirements as follows:

**SPECIFIC REQUIREMENTS:**

1. It is anticipated that the Contractor will be released to begin work on 7/20/2009 and he shall perform the work at such a rate to achieve a final completion date of 8/1/2009. The Contractor shall base his proposal on a 6 day work week and a 10 hour/day work day.
2. The Contractor shall access the proposed job site by using HPL's existing right of way from Fort Bend County's existing Katy Flewellen right of way and adjacent access roads.

3. The available temporary work space is shown on drawings P4-1TEMP. The Contractor shall contain all of his construction activities within this temporary work space. Should the Contractor not have adequate space to stockpile the excavated spoil within the temporary work space he will be responsible for hauling and stockpiling the spoil elsewhere (at a site provided by the Contractor) until it is needed for backfill and cleanup. Should some spoil be lost due to this activity, the Contractor shall furnish and place new select backfill. The Contractor is responsible for disposing of any unused soil or spoil left over after the construction activities are complete at an approved disposal site.

4. The Contractor shall be responsible for furnishing and installing a temporary chain link fence with lockable gates around the proposed work area to totally enclose the landowner's property on each side of Katy Flewellen to prevent animals and people from entering the property and the proposed work area during none work hours. Upon completion of the construction activities, the Contractor shall be responsible for removing and disposing of the temporary fencing materials.

5. The Contractor shall be responsible for grading/furnishing/installing/compacting select fill, geotextile material, and 4" of crushed rock and/or paving, whichever is currently installed, in the disturbed areas on the existing access roads off the Katy Flewellen Road right of way.

6. The Contractor shall leave the existing HPL 30" Pearland – Katy (3015) Line in place and in-service while completing the casing extensions. The materials to be permanently removed are depicted on drawing P4-1 and P12-1.

7. The Contractor is reminded that this project is alongside Katy Flewellen and Greenbusch Roads, which have high volumes of traffic. The Contractor shall be responsible for all vehicular and pedestrian traffic control at the job site, including the traffic control plan. This means the appropriate flagman, barrels, flashing lights, road warning signs, safety netting around excavations, barricades (including concrete barricades if required), uniform officer(s), etc., are the responsibility of the Contractor. The traffic control plan shall comply with all Fort Bend's standards, specifications, and requirements. The Contractor shall also be responsible for obtaining permission and/or permits for any road closers, as required, to perform the work, from the applicable governing authorities.

**8. Materials:**

- a. The 80 feet of 36.000" O.D., 0.375" W.T. casing pipe for this project will be located at a Houston area coating yard.
- b. The 40 feet of 4.5" O.D. vent pipe for this project will be located at Houston area coating yard.
- c. The related casing materials for this project will be located at Energy Transfer's Pearland Operations Warehouse in Pearland, Texas.

The Contractor shall be responsible for hauling the pipe and casing materials from these locations to the job site. The Contractor shall be responsible for arranging the loading of the pipe with the coating vendor. ETC's Pearland Operations personnel will be responsible for loading the casing materials on the Contractor's haul trucks. Once the project is awarded to the Contractor, Pegasus will provide the Contractor with a Material Expediting and Tracking Report (METS) documenting the details of the materials.

Prior to picking up materials, the Contractor shall give 48 hours notice to both ETC's Chief Inspector, Operations and Procurement personnel and Pegasus Procurement personnel. The contact information for ETC's personnel is as follows:

ETC Pearland Operations – Kory Parton (281-850-1417, cell)  
ETC Victoria Procurement – Perry Roberts (361-648-6364, cell)  
Pegasus Procurement – Brooke Wooddell (281-605-4492, office)

At the completion of the project, the Contractor shall return all new surplus materials to ETC's Victoria Warehouse yard. All new surplus pipe greater than 15 feet is to be beveled by the Contractor, prior to returning it to the yard. The Contractor shall ensure that all paperwork related to the surplus materials goes with the shipment and the material documentation is noted on the materials. It is preferred that the Contractor does **NOT** stack the pipe in a pyramid arrangement on the haul trucks. ETC's Victoria Warehouse staff shall be responsible for off loading all returned new surplus materials from Contractor's trucks at the ETC's Victoria Warehouse yard. The Contractor shall give 48 hour notice to ETC's Victoria staff, prior delivering the new surplus materials.

At the completion of the project, the Contractor shall return all removed and junk materials to ETC's Pearland Operations Yard. ETC's Pearland Operations personal shall be responsible for off loading and stacking the removed and junk materials from Contractor's trucks at the ETC's Pearland Operations Yard. The Contractor shall give 48 hour notice to both ETC's Chief Inspector and Pearland Operations personnel, prior delivering the materials. The Contractor is responsible for disposing of all unusable existing materials such as barbed wire, fence posts, chain link fencing materials, etc. at an approved disposal site.

The Contractor shall furnish all labor and equipment to off load and load the materials at the Katy Flewellen Site job site.

9. Materials to be furnished by the Contractor are depicted on the material list by an asterisk "\*" in the CTR FUR Column. In addition, some of the Contractor furnished materials are noted on the bid drawings such as fencing materials, bollards, coating materials, paint, cement, etc.

10. The Contractor's bid proposal is to include all state and local taxes such as sales tax, use tax and gross receipt tax, etc.

11. The Contractor shall acquire and be responsible for all required state and local permits and licenses. Examples of this requirement are local building permits, traffic control plans, permits and notices to the Railroad Commission & State Health Department and the TNRCC for asbestos abatement.

12. The coating on the existing pipeline is considered to contain asbestos; therefore, the Contractor shall be responsible for providing trained asbestos abatement workers to remove and dispose of the coating per the applicable regulatory requirements. The Contractor shall provide paper documentation that the coating was properly removed and disposed of in accordance with applicable regulatory requirements. This is required for all coating removed by the Contractor on this project.

13. A staff manpower and equipment loading schedule is to be submitted by the Contractor with his bid proposal and a bar chart schedule of key work activities.

14. The Contractor is to conduct a safety meeting (tailgate) every morning with ETC's Chief Inspector to identify, discuss, and document the construction activities that will be performed

during the work day, to identify/discuss/mitigate potential risks, and to implement a safe work plan.

15. The Contractor is to submit with his bid proposal a copy of his current safety record (i.e. TRIR – Total Recordable Incident Rate).

16. This project is considered a D.O.T. project; therefore, the Contractor shall submit with his bid proposal and for Company approval, an “Anti-Drug Policy” and an “Anti-Drug Plan”.

17. The Contractor shall have written authorization from Company for all extra work, prior to commencing with extra work. The Contractor’s proposal shall include labor and equipment rate sheets to cover such approved extra work.

18. The Contractor shall furnish the Manufacture’s Material Safety Data Sheet for all Contractor furnished cleaning solvents to be used on this project and the product must be EPA approved.

19. The Contractor shall be responsible for notifying the Texas One Call System, Lone Star Notification Center, Common Ground Alliance (811), and the local water line and sewer line companies 48 hours prior to excavation. Also, Contractor shall locate all foreign lines and utilities and notify ETC’s Chief Inspector, before excavation or welding, of any conflicts or busts in drawings. The Contractor is responsible for field checking all sizes, dimensions, locations, and elevations and notifying ETC’s Chief Inspector of any discrepancies or conflicts, prior to construction.

20. The Contractor shall be responsible for excavating the pipeline at both ends of the existing casing pipe at the proposed work area, as required, to confirm the location (horizontal and vertical position) of the existing 30” pipeline and 36” casing pipe and to ensure that the proposed facilities are aligned and depicted correctly on the Released for Construction drawings. If minor adjustments are required to the proposed casing pipe such as mitering, this is considered part of the Contractor scope of work and shall not be considered an extra cost to the Company.

21. The Contractor shall submit, with his bid proposal, a list of sub-contractors to be utilized. ETC reserves the right to approve or disapprove the sub-contractor.

22. The Contractor shall perform a daily site cleanup of trash and dispose of same at an approved location.

23. The Contractor shall provide sanitary waste facilities for his personnel during construction. The Contractor shall have the sanitary waste facilities serviced on a frequent basis to maintain a clean environment.

24. The Contractor shall be responsible for the R-O-W cleanup and grade settling at the work area for twenty-four (24) months from its completion should it need repair.

25. The Contractor shall furnish, install, maintain, and remove silt screens around the entire work site, as necessary, to prevent silt runoff.

26. The proposed 36” casing pipe and 4” vent pipe will be provided to Contractor with FBE coating. The Contractor shall sandblast in accordance with the coating manufacturer’s specifications all below grade uncoated line pipe, casing pipe, vent pipe, fittings, field joints,

split weld seams, damaged coating areas, holidays and shall furnish and coat these items with Protal 7200 coating in accordance with manufacturer's coating standards.

27. The Contractor shall sandblast to "Near White" all above grade piping materials, furnish paint, and paint these facilities per ETC's painting standards. This includes the proposed vent pipes.

28. The Contractor is responsible for all dewatering (both ground and rain water) of the bell holes and work areas as required to perform the work. This work includes furnishing, installing, maintaining, and removing well points, if required.

29. The Contractor shall provide and install temporary mats, shoring materials, bore boxes, etc. as required, to perform the work, including mats to offload equipment to the job site.

**30. Hydrostatic Testing Activities:**

a. NO HYDROSTATIC TESTING WILL BE REQUIRED.

31. When excavating existing foreign lines to install the new facilities, the Contractor shall **NOT** be allowed to dig closer than the allowed Tolerance Zone per 16 TAC Chapter 18.9 and 18.10 (which is defined as half the width of the underground pipeline plus a minimum of eighteen inches (18") on either side of the outside edge of the underground pipeline on a horizontal plane. The tolerance zone shall not be less than twenty-four inches (24")) with the equipment. The Contractor shall complete the remaining distance by hand. Additionally, the side cutters shall be removed from the buckets and a piece of plate will be welded across the teeth, or the teeth are to be removed.

32. The Contractor's proposal shall include the cost to furnish its employees Flash Fire Protection "FFP" outer wearing apparel which will be made of either Nomex III, Kevlar or Fire Retardant Cotton. It will be either one piece coveralls or pants and shirt and it must be worn as the outer layer of clothing. The FFP shall be worn by employees when working in an area where ignition hazards are present or are likely to be present. This includes but is not limited to "Hot Tie-ins" and while working in or near an area with escaping gas or flammable gas.

**33. Welding:**

- NO X-RAY/RADIOGRAPHY WILL BE REQUIRED. However, all such welds shall be made by a welder qualified in accordance with the API 1104. Such welder qualification shall be in accordance with the API 1104 for Multiple Qualification using existing ETC's welding procedures as follows:
  - a. Butt (Bellhole) Weld - Per ETC's welding standards make one weld on 12.750" O.D. x 0.250"W.T. grade X60 using E6010 Fleetweld 5P+ for the root bead and E8010G Shield-Arc 70+ for the fillers and cap.
  - b. Branch (T) Weld - Per the ETC's welding standards make one 12" on 12" weld using 12.750" O.D. x 0.250"W.T. Grade X60. Use E8010G Shield-Arc 70+ all the way.
- ETC will furnish only the pipe for the welder test. All other material required for the welder tests, including the pulling machine, is to be furnished by the Contractor.

- All cracks and arc burns in welds shall be cut out. If pipe or fittings are arc burned, the Contractor shall cut out said arc burn and install new pipe or fittings which will be provided by ETC, but charged to the Contractor's account. The Contractor shall furnish and install non-flammable protective backing material between the casing longitudinal weld seam and the carrier pipe.

34. The Contractor will **NOT** be required to set up a temporary construction office at the project site.

35. Pegasus International will perform the initial construction staking for the existing pipeline centerline and the temporary work space corners, and will be on site towards the end of the project to perform as-built surveying, as deemed necessary by ETC. Contractor shall be responsible for off setting the construction stakes, as required, to allow the excavation and installation activities to proceed unencumbered, but still maintain reference points for proper alignment. The Contractor shall do all detailed staking, layout, and elevation survey work during the construction phase of the project.

36. ETC's Chief Inspector shall be responsible for performing the as-built activities such as material tracking, pipe tally, and red lining as-built drawings.

37. ETC's personnel will be responsible for furnishing and installing the proposed cathodic protection test stations. The Contractor shall be very careful during back fill activities to prevent damage to the test stations.

38. The Contractor shall be responsible for furnishing and installing the proposed pipeline marker poles. The marker poles shall be the same type that Energy Transfer normally uses.

39. The Contractor will **NOT** be required to have a designated safety person on the job site at all times.

40. The Contractor shall furnish and install sand bags under the existing 30" pipeline and the proposed/existing 36" casing pipe, as required, to support the piping.

41. The Contractor shall be responsible for compacting the backfill to normal pipeline industry specifications. Cement stabilized sand or compaction testing will **NOT** be required unless the area under the proposed roadways is disturbed. If the area under the proposed roadway is disturbed by the Contractor, the Contractor shall furnish and install cement stabilized sand in this area in accordance with Fort Bend County's requirements, specifications, and procedures.

42. ETC's Chief Inspector is the point of contact for the Contractor.

43. Following the clean-up activities, the Contractor shall disc, harrow, and rake clean the right of way and disturbed areas to a smooth service.

44. The Contractor shall perform all construction activities in accordance with Energy Transfer's Construction Specifications for Land Pipeline Construction and Meter Stations (dated May 27<sup>th</sup>, 2005) referenced in Exhibit "B", unless otherwise noted in this scope of work or related bid drawings. If conflict(s) exist between ETC Construction Specifications, this scope of work, and related bid drawings, the Contractor is note concerns in bid proposal and request for clarification from ETC. It should be noted that after the bid is awarded to the Contractor, ETC

will have the option to select the specification that they deem is the most practical if the Contractor does **NOT** note concerns or clarifications prior to receiving the bid award.

Fort Bend County Project: 734  
Utility: Houston Pipe Line Company  
Utility Project Number: AFE 19110787  
Roadway: Katy Flewellen  
Eligibility Ratio: 100%

## EXHIBIT B

### INCLUDES:

Plan of Adjustment Drawings

DESIGN SPECIFICATIONS

REPLACE EXISTING REQUIREMENTS

GENERAL NOTES

CONTRACTOR SHALL CONTACT THE FOLLOWING COMPANIES

CONTRACTOR SHALL RESTRICT ACCESS OF ALL EQUIPMENT AND WORK ACTIVITY ALONG THE PIPELINE ROUTE TO THE DESIGNATED TEMPORARY WORK SPACE AND RIGHT OF WAY.

- FOR RELATED CONSTRUCTION INFORMATION, CONTRACTOR SHALL REFER TO THE CONTRACT DOCUMENTS, EXISTING DRAWINGS, AND CONTRACT SPECIFICATIONS.
- CONTRACTOR SHALL BE RESPONSIBLE TO FIELD CHECK ALL SIZES, DIMENSIONS, LOCATIONS AND RELATIONS AND NOTIFY (E.C. OF ANY CONFLICTS, DISCREPANCIES, ETC. PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL EXISTING PIPELINES AND UTILITIES PRIOR TO EXCAVATION.
- CONTRACTOR TO SAND BLAST, FURNISH COATING MATERIAL (I.E. PROVAL 7000) FOR ALL PROPOSED BELOW GRADE COATED PIPE, FIELD Joints, VED BENCH, AND JOINTS FOR MANUFACTURER'S SPECIFICATIONS.
- APPROPRIATE BARRIERS OF NON-FLAMMABLE MATERIAL SHALL BE SUPPLIED BY CONTRACTOR TO PROTECT THE EXISTING 30" PIPE COATING FROM HELDING THE CHUNG SHIT SEAL.
- CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL EXISTING PIPELINES AND UTILITIES PRIOR TO EXCAVATION.
- CONTRACTOR SHALL RESTRICT ACCESS OF ALL EQUIPMENT AND WORK ACTIVITY ALONG THE PIPELINE ROUTE TO THE DESIGNATED TEMPORARY WORK SPACE AND RIGHT OF WAY.
- CONTRACTOR SHALL COMPLY WITH ALL CONDITIONS AS REQUIRED BY LOCAL, STATE AND FEDERAL REGULATIONS AND ORDINANCES.
- CONTRACTOR SHALL NOTIFY THE CONSTRUCTION ENGINEERS AND SUPERVISORS AS PROVIDED AS PART OF THIS CONTRACT FOR THE TYPICAL CONSTRUCTION.
- CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF ALL WORKING CONDITIONS, OBTAINING PERMITS FOR STREET ACCESS AND OCCUPANCY AND THE TRAFFIC CONTROL PER THE TEXAS DEPARTMENT OF TRANSPORTATION AND FORT BEND COUNTY SPECIFICATIONS.
- CONTRACTOR SHALL CONTACT THE FOLLOWING COMPANIES:
  - 48 HOURS (MIN) PRIOR TO ANY EXCAVATION:
    - TEXAS ELECTRIC TRANSMISSION SYSTEM (TETS)
    - TEXAS GAS TRANSMISSION SYSTEM (TETS)
    - LONG STAR NOTIFICATION CENTER (713-293-4971 IN HOUSTON)
    - LOCAL WATER LINE & SEWER LINE COMPANIES
    - COMMON CARRIER ALLOWANCE (C/A)
  - 12 HOURS PRIOR TO ANY EXCAVATION:
    - FORT BEND COUNTY CONTROL DATA (SURFACE)
    - FORT BEND COUNTY CONTROL DATA (UNDERGROUND)
    - TEXAS POWER CORPORATION (TPC)
    - TEXAS ELECTRIC TRANSMISSION SYSTEM (TETS)
    - TEXAS GAS TRANSMISSION SYSTEM (TETS)
    - TEXAS ELECTRIC TRANSMISSION SYSTEM (TETS)

DESIGN & DETAILS

MARK NO.	DESIGN FACTOR	SIZE	WALL	GRADE	PIPE	PIPE USE
P-101	N/A	36"	0.375"	0	N/A	COATING PIPE
P-102	N/A	4"	0.337"	0	N/A	VENT PIPE

CPY	X	Y	ELEVATION
1006	23772.144.45	138492.115.02	130.8
1007	23782.071.28	13841.842.80	130.28
1008	23782.071.18	13841.987.18	130.35

W.J. MORROW, P.E.

MAY 21, 2015

FOR AMENDMENT, SEE THE P12-IR, HC-3015-23-11

FOR AMENDMENT, SEE THE P12-IR, HC-3015-23-11

FOR AMENDMENT, SEE THE P12-IR, HC-3015-23-11

FOR AMENDMENT, SEE THE P12-IR, HC-3015-23-11

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FOR AMENDMENT, SEE THE P12-IR, HC-3015-23-11

FOR AMENDMENT, SEE THE P12-IR, HC-3015-23-11

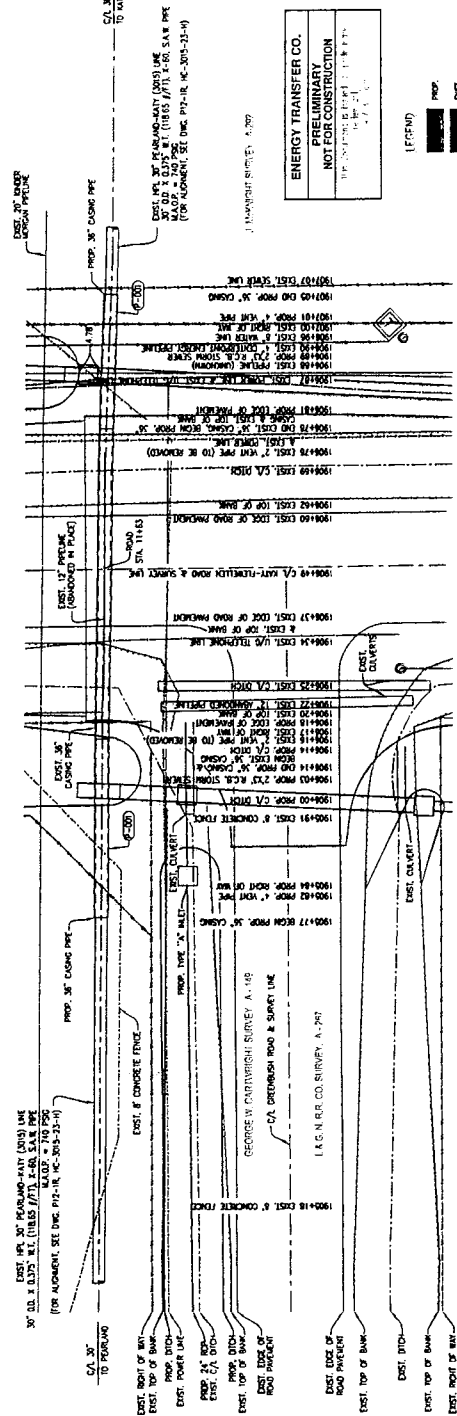
FOR AMENDMENT, SEE THE P12-IR, HC-3015-23-11

FOR AMENDMENT, SEE THE P12-IR, HC-3015-23-11

FOR AMENDMENT, SEE THE P12-IR, HC-3015-23-11

FOR AMENDMENT, SEE THE P12-IR, HC-3015-23-11

SHEET NO.	DRAWING INDEX
P1-1	INDEX, LOCATION MAP & GENERAL NOTES
P1-2	PLAN AND PROFILE DRAWING
P1-3	COATING DETAILS (SEE SHEET)
P1-4	TEMPORARY WORK SPACE DRAWING
P1-5	WARRANTY LETTER (SEE SHEET)
P1-6	MATERIAL LIST



ENERGY TRANSFER CO.  
PRELIMINARY  
NOT FOR CONSTRUCTION

FOR AMENDMENT, SEE THE P12-IR, HC-3015-23-11

FOR AMENDMENT, SEE THE P12-IR, HC-3015-23-11

FOR AMENDMENT, SEE THE P12-IR, HC-3015-23-11

FOR AMENDMENT, SEE THE P12-IR, HC-3015-23-11

FOR AMENDMENT, SEE THE P12-IR, HC-3015-23-11

FOR AMENDMENT, SEE THE P12-IR, HC-3015-23-11

FOR AMENDMENT, SEE THE P12-IR, HC-3015-23-11

FOR AMENDMENT, SEE THE P12-IR, HC-3015-23-11

FOR AMENDMENT, SEE THE P12-IR, HC-3015-23-11

LOCATION MAP  
NO SCALE

REFERENCE DRAWING TITLE

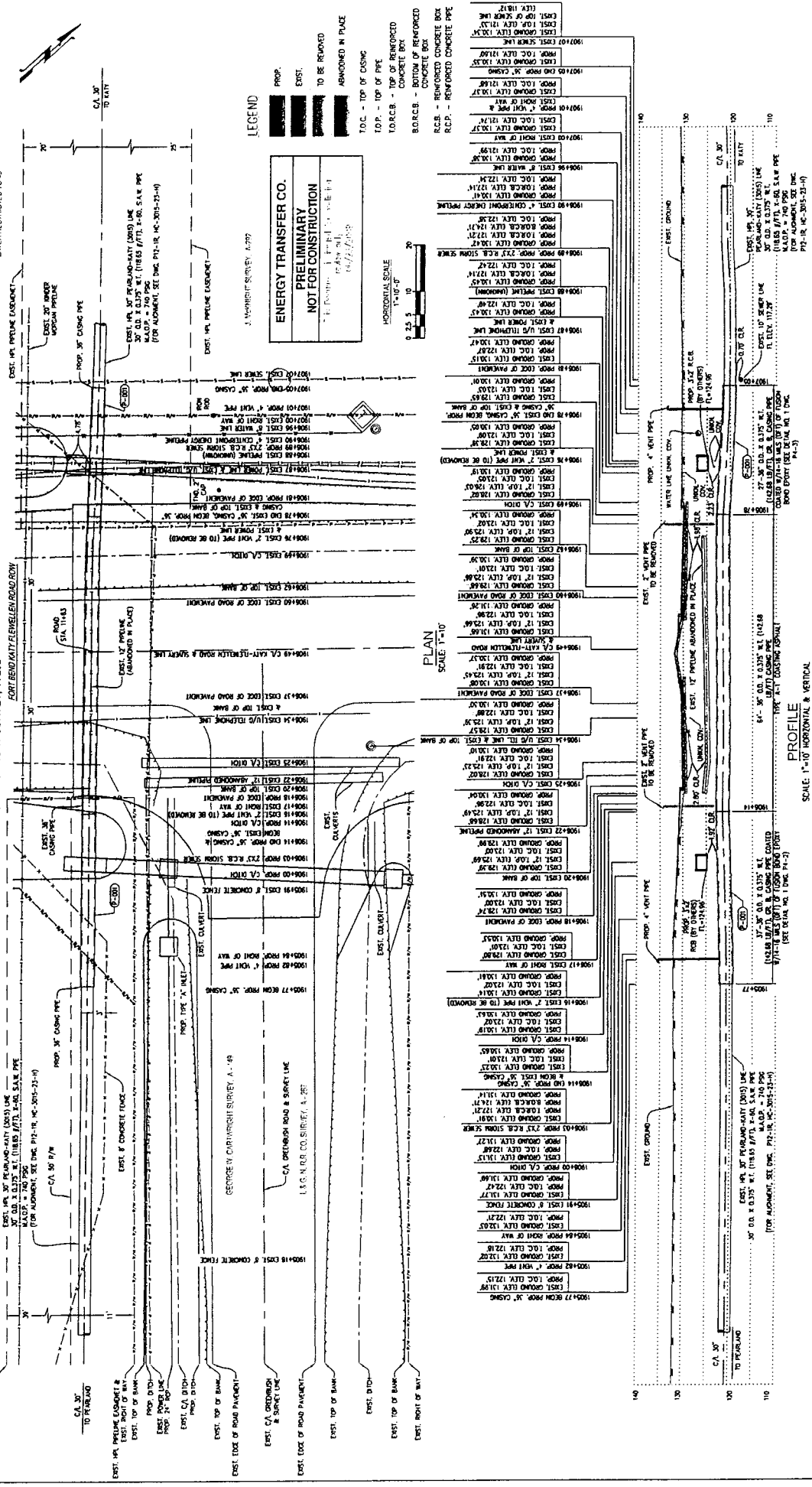
P12-1R	REFERENCE DRAWING (EXIST. ADDN. SHEET HC-3015-23-11)
P12-1T	TEMPORARY WORK SPACE DRAWING
P12-2	COATING DETAILS (EXIST. SHEET)
P12-3	PLAN AND PROFILE DRAWING

DATE: 10/23/09  
SCALE: AS SHOWN  
PROJECT: HPL 30" FEARLAND-KATY LINE CASING EXTENSION AT KATY FLEWELLEN RD.  
INDEX, GEN. NOTES, LOCATION MAP  
FORT BEND COUNTY, TEXAS

**FORT BEND COUNTY, TEXAS**  
**GEORGE W. CARTWRIGHT SURVEY A - 149**  
**& J. MCKNIGHT SURVEY, A-292**

MAY 2, 1956  
 LATER RESTRICTED TO 50'

MAY 2, 1956  
 LATER RESTRICTED TO 40'



**ENERGY TRANSFER CO.**  
**PRELIMINARY**  
**NOT FOR CONSTRUCTION**

**LEGEND**

- PROF. (Solid black)
- EXIST. (Dashed black)
- TO BE REMOVED (Dotted black)
- ABANDONED IN PLACE (Cross-hatched)

T.O.C. - TOP OF CURB  
 T.O.P. - TOP OF PIPE  
 T.O.R.C.B. - TOP OF REINFORCED CONCRETE BOX  
 B.O.R.C.B. - BOTTOM OF REINFORCED CONCRETE BOX  
 R.C.P. - REINFORCED CONCRETE PIPE

**PLAN**  
 SCALE 1"=10'

**PROFILE**  
 SCALE 1"=10' HORIZONTAL & VERTICAL

REFERENCE DRAWING (EXIST. ALIGH. SHEET MC-3012-23-1) TEMPORARY WORK SPACE DRAWING CASING DETAIL (WEST SIDE) CASING DETAIL (EAST SIDE) SHEET LOCATION MAP & GENERAL NOTES REFERENCED DRAWING TITLE	CHECKED BY: [Signature] APPROVED BY: [Signature] DATE: 11/17/77 CONSTRUCTION YEAR: 2009 DATE: 08/23/08 SCALE: 1"=10' SHEETS: 10 SHEET NO.: 14925/P4-1	HPL 30' PEARLAND-KATY LINE CASING EXTENSION AT KATY FLEWELLEN RD. PLAN & PROFILE FORT BEND COUNTY, TEXAS	PEGASUS ENGINEERS 14925/P4-1 SCALE 1"=10' SHEETS 10 SHEET NO. 14925/P4-1	P4-1 OF 1
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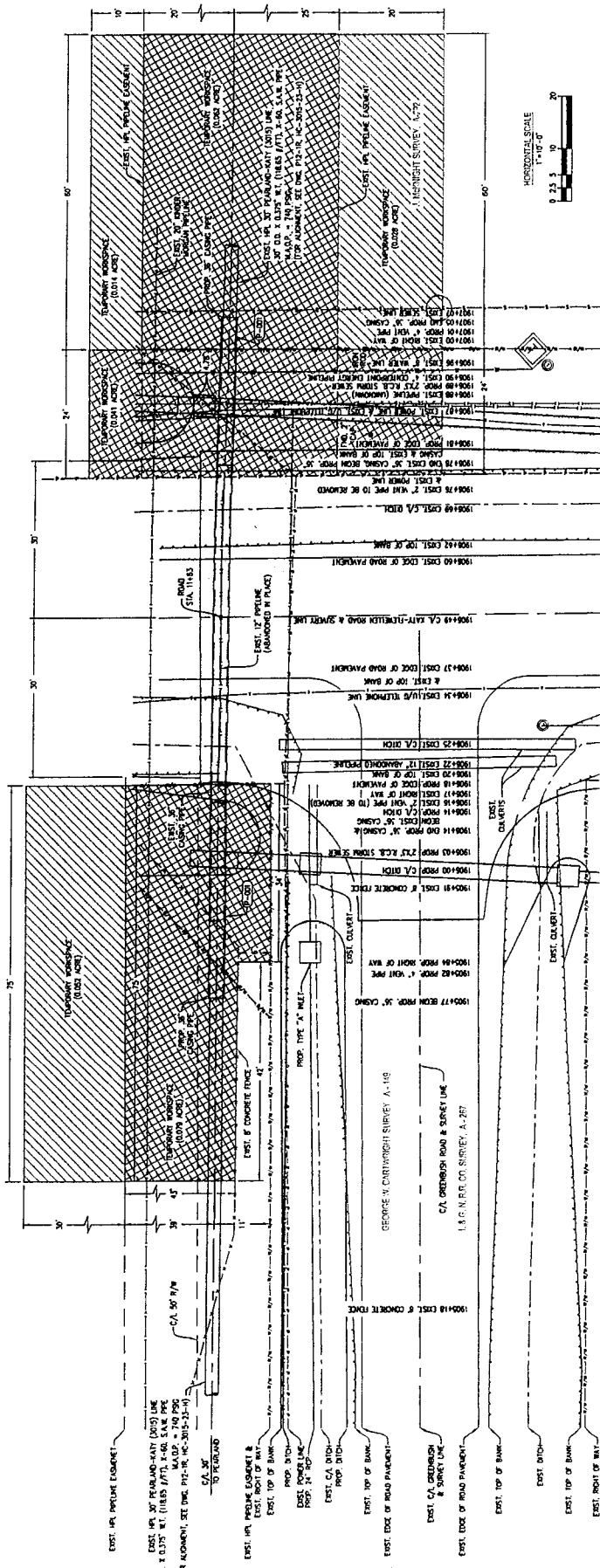


FORT BEND COUNTY, TEXAS  
 GEORGE W. CARTWRIGHT SURVEY, A-149  
 & J. MCKNIGHT SURVEY, A-292

(4) MAX. WASTE  
 LATER RESTRICTED TO 50'

(2) W.J. MORROW, P.E.  
 LATER RESTRICTED TO 45'

FORT BEND COUNTY FLEWELLEN ROAD ROW



- LEGEND**
- PROP. [Symbol]
  - EXIST. [Symbol]
  - TO BE REMOVED [Symbol]
  - TO BE ABANDONED IN PLACE [Symbol]
  - TEMP. WORK SPACE ON PRIVATE PROPERTY (0.094 ACRES) [Symbol]
  - TEMP. WORK SPACE ON HPL EASEMENT (0.141 ACRES) [Symbol]
  - TEMP. WORK SPACE ON FORT BEND COUNTY (0.641 ACRES) [Symbol]

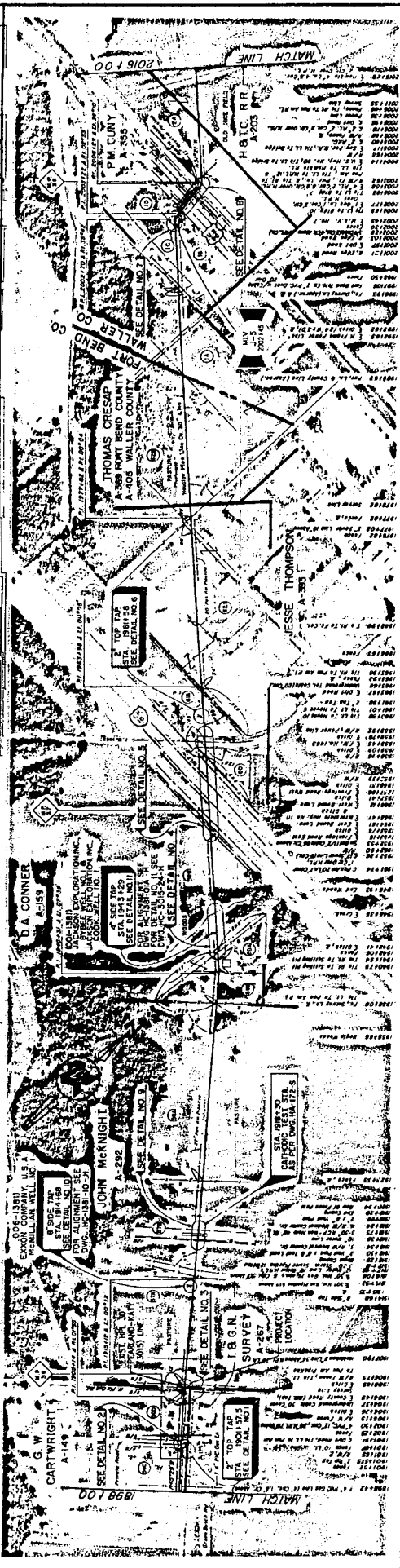
PLAN  
 SCALE: 1"=10'

**ENERGY TRANSFER CO.**  
**PRELIMINARY**  
**NOT FOR CONSTRUCTION**  
 This Contract is based on information furnished by the client.  
 08-27-2009

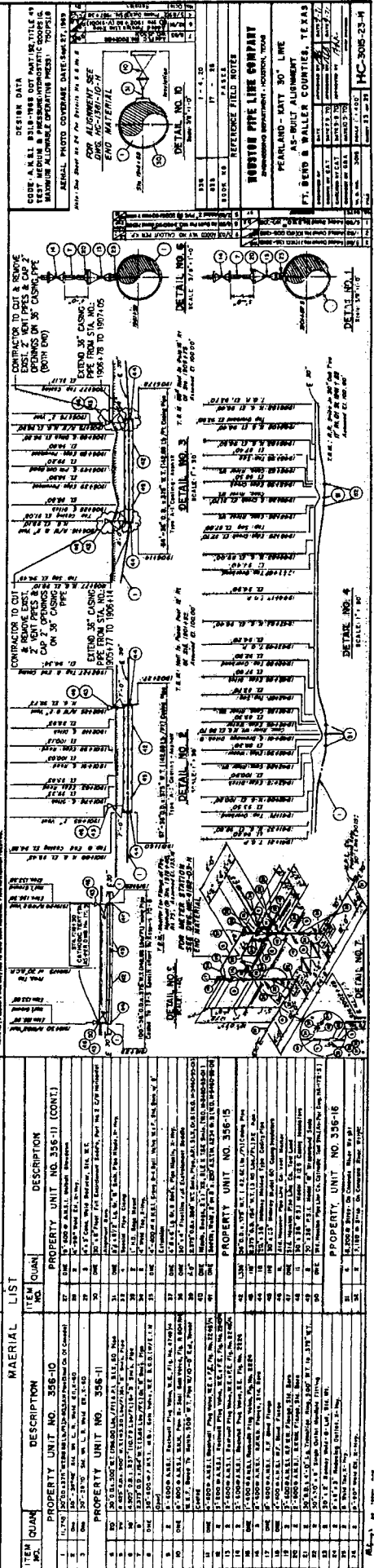
P12-1R	REFERENCE DRAWING (EXIST. ALON. SHEET HC-3015-23-A)	CHECKED BY: [ ] DATE: [ ]	APPROVED BY: [ ] DATE: [ ]	DATE: 3015
P4-3	CASING DETAIL (WEST SIDE)	PREP. BY: [ ]	DATE: 18110787	DATE: 18110787
P4-2	CASING DETAIL (EAST SIDE)	CONSTR. BY: [ ]	DATE: 06/23/08	DATE: 06/23/08
P4-1	PLAN AND PROFILE DRAWING	CONSTR. BY: [ ]	DATE: 06/23/08	DATE: 06/23/08
P1-1	INDEX, LOCATION MAP & GENERAL NOTES	CONSTR. BY: [ ]	DATE: 06/23/08	DATE: 06/23/08
FILE NO.	14095/P4-1 TEMP	SCALE	1"=10'	SCALE
HPL 30" PEARLAND-KATY LINE CASING EXTENSION AT KATY FLEWELLEN RD. TEMPORARY WORK SPACE DRAWING		FORT BEND COUNTY, TEXAS		

COUNTY & STATE: FORT BEND & WALLER COUNTIES TEXAS

OWNER	RODDAGE	22.12	3.64	23.94	3.64	52.12	41.36	89.59	61.15	55.70	3.45	0.82	24.24	04.24	109.82	30.18	0.73	9.64	6.24	62.93
TRACT NO.	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
ROAD	J. JOHNSON	J. JOHNSON	J. JOHNSON	J. JOHNSON	J. JOHNSON	J. JOHNSON	J. JOHNSON	J. JOHNSON	J. JOHNSON	J. JOHNSON	J. JOHNSON	J. JOHNSON	J. JOHNSON	J. JOHNSON	J. JOHNSON	J. JOHNSON	J. JOHNSON	J. JOHNSON	J. JOHNSON	J. JOHNSON
ROAD	22.12	3.64	23.94	3.64	52.12	41.36	89.59	61.15	55.70	3.45	0.82	24.24	04.24	109.82	30.18	0.73	9.64	6.24	62.93	
ROAD	22.12	3.64	23.94	3.64	52.12	41.36	89.59	61.15	55.70	3.45	0.82	24.24	04.24	109.82	30.18	0.73	9.64	6.24	62.93	



ITEM NO.	QUAN.	DESCRIPTION
1	1	PROPERTY UNIT NO. 356-10
2	1	PROPERTY UNIT NO. 356-11 (CONT.)
3	1	PROPERTY UNIT NO. 356-12
4	1	PROPERTY UNIT NO. 356-13
5	1	PROPERTY UNIT NO. 356-14
6	1	PROPERTY UNIT NO. 356-15
7	1	PROPERTY UNIT NO. 356-16
8	1	PROPERTY UNIT NO. 356-17
9	1	PROPERTY UNIT NO. 356-18
10	1	PROPERTY UNIT NO. 356-19
11	1	PROPERTY UNIT NO. 356-20
12	1	PROPERTY UNIT NO. 356-21
13	1	PROPERTY UNIT NO. 356-22
14	1	PROPERTY UNIT NO. 356-23
15	1	PROPERTY UNIT NO. 356-24
16	1	PROPERTY UNIT NO. 356-25
17	1	PROPERTY UNIT NO. 356-26
18	1	PROPERTY UNIT NO. 356-27
19	1	PROPERTY UNIT NO. 356-28
20	1	PROPERTY UNIT NO. 356-29
21	1	PROPERTY UNIT NO. 356-30
22	1	PROPERTY UNIT NO. 356-31
23	1	PROPERTY UNIT NO. 356-32
24	1	PROPERTY UNIT NO. 356-33
25	1	PROPERTY UNIT NO. 356-34
26	1	PROPERTY UNIT NO. 356-35
27	1	PROPERTY UNIT NO. 356-36
28	1	PROPERTY UNIT NO. 356-37
29	1	PROPERTY UNIT NO. 356-38
30	1	PROPERTY UNIT NO. 356-39
31	1	PROPERTY UNIT NO. 356-40
32	1	PROPERTY UNIT NO. 356-41
33	1	PROPERTY UNIT NO. 356-42
34	1	PROPERTY UNIT NO. 356-43
35	1	PROPERTY UNIT NO. 356-44
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41	1	PROPERTY UNIT NO. 356-50
42	1	PROPERTY UNIT NO. 356-51
43	1	PROPERTY UNIT NO. 356-52
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45	1	PROPERTY UNIT NO. 356-54
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47	1	PROPERTY UNIT NO. 356-56
48	1	PROPERTY UNIT NO. 356-57
49	1	PROPERTY UNIT NO. 356-58
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54	1	PROPERTY UNIT NO. 356-63
55	1	PROPERTY UNIT NO. 356-64
56	1	PROPERTY UNIT NO. 356-65
57	1	PROPERTY UNIT NO. 356-66
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63	1	PROPERTY UNIT NO. 356-72
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69	1	PROPERTY UNIT NO. 356-78
70	1	PROPERTY UNIT NO. 356-79
71	1	PROPERTY UNIT NO. 356-80
72	1	PROPERTY UNIT NO. 356-81
73	1	PROPERTY UNIT NO. 356-82
74	1	PROPERTY UNIT NO. 356-83
75	1	PROPERTY UNIT NO. 356-84
76	1	PROPERTY UNIT NO. 356-85
77	1	PROPERTY UNIT NO. 356-86
78	1	PROPERTY UNIT NO. 356-87
79	1	PROPERTY UNIT NO. 356-88
80	1	PROPERTY UNIT NO. 356-89
81	1	PROPERTY UNIT NO. 356-90
82	1	PROPERTY UNIT NO. 356-91
83	1	PROPERTY UNIT NO. 356-92
84	1	PROPERTY UNIT NO. 356-93
85	1	PROPERTY UNIT NO. 356-94
86	1	PROPERTY UNIT NO. 356-95
87	1	PROPERTY UNIT NO. 356-96
88	1	PROPERTY UNIT NO. 356-97
89	1	PROPERTY UNIT NO. 356-98
90	1	PROPERTY UNIT NO. 356-99
91	1	PROPERTY UNIT NO. 356-100



DESIGN DATA  
 CODE & ALL INFORMATION IN THIS TITLE IS  
 THE PROPERTY OF THE COMPANY AND IS TO BE  
 USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY  
 IDENTIFIED HEREIN. NO PART OF THIS TITLE IS TO BE  
 REPRODUCED OR TRANSMITTED IN ANY FORM OR BY  
 ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING  
 PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION  
 STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE  
 WRITTEN PERMISSION OF THE COMPANY.

GENERAL PHOTO COVERAGE DATE: 08-27-1989

FOR ALIGNMENT SEE  
 FIG. 10-1-10

SCALE: 1" = 100'

DETAIL NO. 1

DETAIL NO. 2

DETAIL NO. 3

DETAIL NO. 4

DETAIL NO. 5

DETAIL NO. 6

DETAIL NO. 7

DETAIL NO. 8

DETAIL NO. 9

DETAIL NO. 10

DETAIL NO. 11

DETAIL NO. 12

DETAIL NO. 13

DETAIL NO. 14

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DETAIL NO. 94

DETAIL NO. 95

DETAIL NO. 96

DETAIL NO. 97

DETAIL NO. 98

DETAIL NO. 99

DETAIL NO. 100

Fort Bend County Project: 734  
Utility: Houston Pipe Line Company  
Utility Project Number: AFE 19110787  
Roadway: Katy Flewellen  
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!

Being a right of way across the May H. Wise 60 $\frac{1}{2}$  acre tract of land in the North corner of the Geo. W. Cartwright Survey Abstract #149 Fort Bend County, Texas. The right of way is to extend from the Northwest property line of the above tract fifteen (15') feet inside of the Northeast line to the southeast line of said tract.

with the right of ingress and egress in, on, over and through said land for any and all purposes necessary and incident to the exercise by Grantee of the rights granted hereunder.

TO HAVE AND TO HOLD the said easement, rights and/or right-of-way unto the said Grantee, its successors and assigns, subject to the terms hereof.

(2) Grantee shall be liable to Grantor for all damages by reason of any injury or injuries to the growing crops or other property of Grantor on or about said land, the liability for such damages and the amount of such damages, in the event of disagreement between Grantor and Grantee, to be determined by a Board of Arbitration, consisting of three (3) persons, one of whom shall be selected by Grantor, and one of whom shall be selected by Grantee, and two (2) persons thus selected shall select the third person. A decision of such Board of Arbitration, or a majority thereof, given in writing, shall be final and binding upon the parties hereto.

(3) Should more than one (1) pipe line be laid at any time under this grant, an additional consideration equal to the consideration hereinabove recited shall be paid for each line so laid after the first line.

(4) All pipe lines laid and/or constructed hereunder shall be buried and kept buried so that the top of same shall be below plow depth. Grantor warrants that he as full right, title and authority to execute this agreement. Grantee has the right at any time to change the size of its pipes in any line laid or constructed hereunder.

(5) If, for a period of two years or longer, Grantee or its assignees uses none of the rights herein granted, then upon demand in writing by Grantor, the rights herein granted shall revert to Grantor. Provided, Grantee shall have six (6) months after the receipt of such demand in writing within which to either commence the use of any or all of the rights herein granted or to remove said pipe line or lines

(6) This agreement and all the terms and provisions hereof shall be binding upon all parties hereto, and/or their heirs, administrators, successors or assigns. The acceptance hereof by Grantee shall be sufficient evidence of the agreement by Grantee with all of the terms and provisions hereof.

WITNESS our hands, this the 29th day of April A.D. 1942.

May H. Wise, Grantor.

STATE OF TEXAS,  
HARRIS COUNTY.

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

GIVEN under my hand and seal of office this the 29th day of April A.D. 1942.

R. R. Zierlein, Notary Public,  
Harris County, Texas.

(L.S.)

Filed for record June 17, 1942 at 8:00 o'clock A.M.

Recorded June 30, 1942 at 11:20 o'clock A.M.

By Mildred Clay Deputy  
Ella Maccek, Clerk County Court,  
Fort Bend County, Texas.

right, title and authority to execute this agreement. Grantee has the right at any time to change the size of its pipes in any line laid or constructed hereunder.

(5) If, for a period of two years or longer, Grantee or its assignees uses none of the rights herein granted, then upon demand in writing by Grantor, the rights herein granted shall revert to Grantor. Provided, Grantee shall have six (6) months after the receipt of such demand in writing within which to either commence the use of any or all of the rights herein granted or to remove said pipe line or lines.

(6) This agreement and all the terms and provisions hereof shall be binding upon all parties hereto, and/or their heirs, administrators, successors or assigns. The acceptance hereof by Grantee shall be sufficient evidence of the agreement by Grantee with all of the terms and provisions hereof.

WITNESS our hands, this the 14th day of April A.D. 1942.

Charlie Whitehead, Grantor.

STATE OF TEXAS,  
HARRIS COUNTY.

BEFORE ME, the undersigned authority, on this day personally appeared Charlie Whitehead known to me to be the person whose name is subscribed to the foregoing instrument of writing 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 the 14 day of April A.D. 1942.

(Mrs) Elizabeth B. Crisler, Notary Public,  
Harris County, Texas.

(L.S.)

Filed for record June 27, 1942 at 8:00 o'clock A.M.

Recorded June 30, 1942 at 10:55 o'clock A.M.

Ella Maack, Clerk County Court,  
Fort Bend County, Texas.

By Milady Cloy Deputy

May H. Wise

To #40442

COMPARED

Pipe Line R/W

Dated April 29, 1942.

Houston Pipe Line Co.

STATE OF TEXAS,

FORT BEND COUNTY.

THIS AGREEMENT made and entered into by and between May H. Wise a feme sole of Harris County, Texas, hereinafter, whether one or more, known as "Grantor", and the Houston Pipe Line Company, a Texas corporation domiciled at Houston, Texas, hereinafter known as "Grantee"; WITNESSETH:

(1) In consideration of \$.50 cents per lineal rod paid Grantor by Grantee, the receipt of which is hereby acknowledged, and the mutual promises and covenants herein contained, Grantor does hereby Grant, Sell and Convey unto Grantee the right-of-way and right to lay, construct, maintain, inspect, operate, repair, substitute, replace and remove pipes and pipe lines for the transportation of oil, gas, the products or by-products of each of same, water and other similar commodities together with such structures, equipment and apparatus incident to the use and convenient operation of said pipe lines at a location and on a route to be selected by Grantee on, in, over and through the following described land in Fort Bend County, Texas, to-wit: