

24B

FORT BEND COUNTY FY 2010
COMMISSIONERS COURT AGENDA REQUEST FORM
 Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 12/30/2009	Submitted By: P. Batts
Court Agenda Date: 01/05/2010	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 Copano NGL Services, L.P. (TxDOT) U#-U11729) regarding roadway changes for Highway FM1464 (from FM1093 to SH99) not to exceed \$108,760.00 to the original estimate of \$125,900.00 (approved in Commissioner Court on July 22, 2008) making a grand total not to exceed expenditure of \$234,660.00 Precinct 4. (Fund: Right of Way)

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

List Supporting Documents Attached:

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

Special Handling Requested (specify):

1-7-10 3 origs. ret. to Paulette at Engineering



STANDARD UTILITY AGREEMENT ACTUAL COST – LOCAL GOVERNMENT

District: Houston
Federal Project No.: n/a
ROW CSJ: 1415-02-037
Highway Project Letting Date: July 2007

U-Number: U11729
County: Fort Bend
Highway: FM 1464
From: FM 1093
To: SH 99

This Agreement by and between the State of Texas, acting by and through the Texas Transportation Commission, (“**State**”), and Fort Bend County, Texas, acting by and through its duly authorized official, (“**Local Government**”), and Copano NGL Services, L.P., 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 **State**.

WHEREAS, the **State** has determined that it is necessary to make certain highway improvements in the state highway system, which said changes are generally described as follows: CONSTRUCT 4 LANE RURAL DIVIDED ROADWAY ON NEW LOCATION; WIDEN 2 LANES UNDIVIDED TO 4 LANES DIVIDED; BASE REPAIR, OVERLAY AND REALIGNMENT AND DETENTION PONDS

WHEREAS, these proposed highway improvements will necessitate the adjustment, removal, and/or relocation of certain facilities of **Owner** as indicated in the following statement of work: This agreement has been revised to include changes in bore length and a rectifier relocation. This agreement replaces the original agreement approved by Fort Bend County on July 22, 2008. The revised cost estimate of \$234,660.00 adds \$108,760.00 to the original estimate total of \$125,900.00 for which Copano NGL Services, L.P. has directional drilled 580-ft of new 6 5/8 inch O.D. pipe and has relocated one (1) existing rectifier and one (1) valve to outside the proposed ROW to accommodate the widening of FM 1464; and such work is shown in more detail in **Owner’s** plans, specifications and costs (estimated at \$234,660.00), which are attached hereto and made a part hereof, and which are prepared in form and manner required by 23 CFR 645, Subpart A, and amendments thereto; and

WHEREAS, the **State** and the **Local Government** have previous to this date entered into an agreement, said agreement being attached as Exhibit “B” and incorporated for all purposes herein, to accept responsibility for the adjustment, removal, or relocation of certain utility facilities required by highway improvements on the hereinabove designated project.

WHEREAS, the **Owner**, has provided sufficient legal authority to the **Local Government** to establish an interest in properties affected by the abovementioned highway 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 **State** will administer federal funds in payment of the 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 State’s participation will not exceed Ninety percent (90%) of the total cost of authorized expenses after receipt of a final billing prepared in accordance with the abovementioned federal regulations. The **Local Government’s** participation shall consist of the remaining Ten percent (10%) of the cost of the adjustment or relocation.

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

- (1) Actual direct and related indirect 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 costs accumulated in accordance with an established accounting procedure developed by the **Owner** and approved by the **Local Government** and **State**.

Subject to the participation percentage as set out above, the **Local Government** 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 ninety percent (90%) of the eligible costs as shown in the final billing. The **Local Government** will reimburse the remaining ten percent (10%) after its audit of the final billing. Unless a variance is discovered, the total payments will equal the amount found eligible for reimbursement by the final audit.

When requested, the **Local Government** will make intermediate payments at not less than monthly intervals to **Owner** when properly billed. Such payments will not exceed eighty percent (80%) of the eligible cost as shown in each such billing. Intermediate payments shall not be considered final payment for any listed items. Bills for work completed herein shall be submitted to the **Local Government** not later than ninety (90) days after completion of the work. The **State** will reimburse the **Local Government** in an amount equal to the payment by the **Local Government** to the **Owner** upon receipt of **Owner's** billing statement, and certification by the **Local Government** that payment in the requested amount has been made to the **Owner**. Upon receipt of the final billing and conclusion of the audit, the **Local Government** agrees to pay **Owner** any eligible outstanding retainage, and promptly request final reimbursement from the **State**.

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 **Local Government** and the **State**. All changes shall be documented on the **Owner's** "as-built" plans supplied to the **State**. In no event can the **Local Government** bind the **State** for additional costs incurred due to the adjustment or relocation.

Upon execution of this agreement by all parties, the **Local Government** 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 "C". **Owner** agrees to proceed in such a manner that will not result in avoidable delay or interference with the **State's** highway construction. Should **Owner** by its actions cause interference or delay resulting in the imposition of damages upon the **State** by a third party, **Owner** agrees to be responsible for said damages. Such authorization to proceed shall constitute notice on the part of the **State** 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 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 either the **State** or the **Local Government** at any time up to the date that work under this agreement has been authorized. Such cancellation will not create any liability on either the part of the **State** or the **Local Government**.

The State Auditor may conduct an audit or investigation of any entity receiving funds from the **State** 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 State Auditor, under the direction of the Legislative Audit Committee, 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 **State** 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.

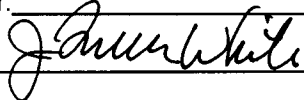
THE LOCAL GOVERNMENT

By: 

Title: The Honorable Robert Hebert
County Judge

Date: 1-7-10

OWNER COPANO NGL SERVICES, L.P.
BY COPANO NGL SERVICES, GP, L.L.C.
Owner: IT'S MANAGING GENERAL PARTNER

By: 

Title: J. Terrell White
V.P. Operations

Date: 12/4/2009

EXECUTION RECOMMENDED:

Frances Willison, P.E., Houston District *

THE STATE OF TEXAS

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

By: _____

**

Date: _____

* For locally-executed agreements, ROW Administrator recommends execution; otherwise District Engineer (or designee) .

** For locally-executed agreements, District Engineer (or designee) approves and executes; otherwise ROW Division Director.

Copano

FM 1464: From FM 1093 to SH 99

CSJ: 1415-02-040

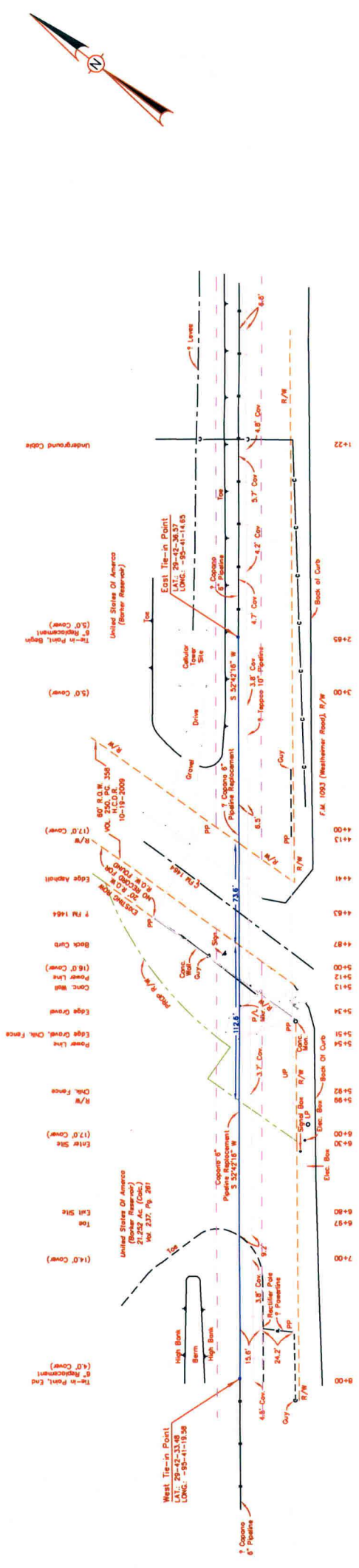
Attachment A

Plans, Specifications, and Estimated Costs

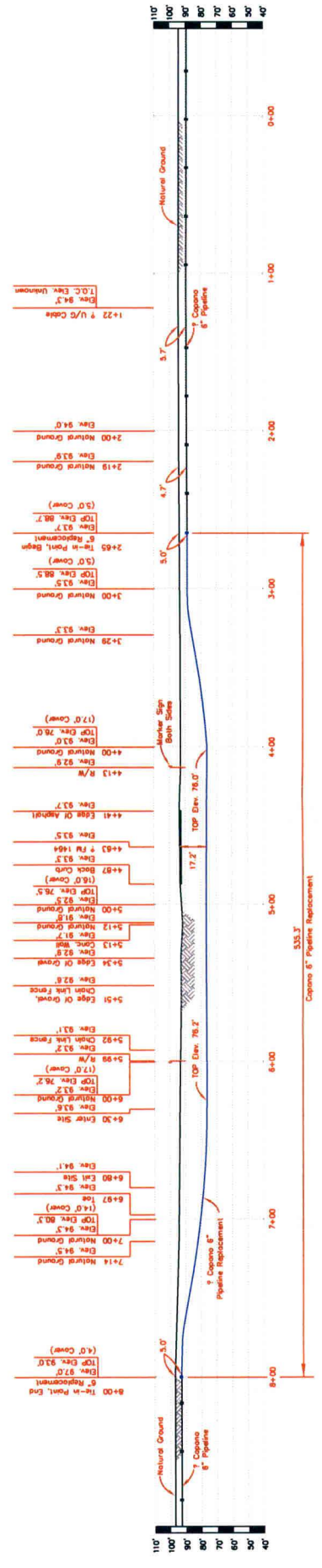
COPANO NGL SERVICES, L.P.
Sheridan 6 Inch FM 1464 Relocation
OPINION OF PROBABLE COST

Item	Quantity	Unit	Description	Unit Price	Total Price
LINE LOWERING COSTS			60.47% Reimbursable		
320	580	ft	Directional Drill Pipe; 6 5/8"; 0.280 wt; API 5L Grade B; ERW; PEB; DRL; 12-14 mil FBE coating; 15-20 mil Naprock coating; FOB Magnolia (Total price includes 10% freight)	\$ 35.00	\$ 20,300.00
350	1	ea	Misc. Pipe Valves and Fittings (Total price includes 10% freight)	\$ 1,500.00	\$ 1,500.00
360	1	ea	Tracking Pig	\$ 1,500.00	\$ 1,500.00
410	580	per foot	Base Lay	\$ 45.00	\$ 26,100.00
420	580	per foot	Directional Drills and Bores	\$ 52.00	\$ 30,160.00
430	5	days	Prepare Johnsue Station for Nitrogen Purge	\$ 4,000.00	\$ 20,000.00
430	1	lot	Nitrogen Purge	\$ 25,000.00	\$ 25,000.00
440	1	days	Tie-Ins (assumes no stopple work required)	\$ 6,500.00	\$ 6,500.00
450	2	days	Compactions (includes stabilized sand)	\$ 2,500.00	\$ 5,000.00
460	3	days	Demolition (removal and grouting of casing)	\$ 4,000.00	\$ 12,000.00
520	5	days	Surveying	\$ 1,400.00	\$ 7,000.00
530	1	days	Right of Way	\$ 400.00	\$ 400.00
540	3	days	Inspection	\$ 400.00	\$ 1,200.00
550	4	days	Non Destructive Testing	\$ 1,500.00	\$ 6,000.00
560	10	days	Company Field Allocation Costs	\$ 500.00	\$ 5,000.00
			Total		\$ 167,660.00
VALVE & RECTIFIER RELOCATION			100 % Reimbursable		
600	1	ea	Replace Existing Rectifier at FM 1464	\$ 27,000.00	\$ 27,000.00
610	10	days	Relocate FM 1464 Valve Site (Excavate, Fabricate, Hydrotest, Tie-ins, paint, site work)	\$ 4,000.00	\$ 40,000.00
			Total		\$ 67,000.00
TOTAL PROJECT COST					\$ 234,660.00
TOTAL PROJECT COST REIMBURSABLE					\$ 168,384.00

FORT BEND COUNTY, TEXAS
DAY LAND & CATTLE CO. SURVEY, A-451



FM 1464, R/W
SCALE: 1"=40'



PROFILE
SCALE: 1"=40' HORIZ. & VERT.

- NOTE:
- 1) Bearing And Coordinates Are Based On The Texas Coordinate System, South Central Zone.
 - 2) Derived From 1900 Survey Control Monuments "N-1A", "N-1B", & "N-1C".
 - 3) Piping Stations Are Assumed Only For Mapping Purposes.
 - 4) No Alignment Sheets Provided.
 - 5) Some Pipeline Easements Are Shown, Abstracting Provided By Gullett & Associates.
 - 6) Elevations Are Based On An Elevation Of 83.58' (from Road With Aluminum Disk).
 - 7) As-built Profile Shown From Client. As-built Data (from Road With Aluminum Disk) Provided By Client. No As-built Surveying Performed On The Ground.

ELIGIBILITY RATIO:
TOTAL FT IN PROP ROW = 186.2'
FEET IN EXISTING ROW = 73.6'
FEET IN PROP ROW = 112.6'
112.6' / 186.2' = 60.47%

- EXIST ROW
- PROP ROW
- EXIST PIPELINE
- PROP PIPELINE
- EASEMENT PIPELINE

COPANO ENERGY, LLC HOUSTON, TEXAS	
AS-BUILT 6" PIPELINE REPLACEMENT UNDER F.M. 1464, R/W FORT BEND COUNTY, TEXAS	
CONSTRUCTION DRAWING	
DRAWN BY: JCA	DATE: 2/19/07
CHECKED BY: GBA	DATE: 2/27/07
APPROVED BY: [Signature]	SCALE: 1"=40'
NO. DATE	REVISIONS
1 1/07	Revised ROW Using Forces
2 6/07	Revised Dwg
3 6/07	ADDED PROPOSED 30'x40' SITE
4 2/09	REVISED PER AS-BUILT
F.S. 4025, Pgs. 28-30	
CAL. FILE: 282403D	SHEET 1 OF 1
CD-2923-401	REVISION 4

PIPE SPECIFICATIONS
CARRIER PIPE: 6.625" O.D. x 0.280" T.I.
APPLIC. 34.2 LBS PER FOOT
MIN. WALL THICKNESS: 0.280" T.I.
MAX. OPER. PRESSURE: 1450 PSIG
MIN. YIELD STRENGTH: 42,000 PSI

COPANO NGL SERVICES, L.P.
SHERIDAN 6-INCH NGL
TWO PROPOSED MAIN LINE VALVES
FORT BEND COUNTY, TEXAS

SCOPE OF WORK

General Description of Facilities:

Two main line valves (MLV's) are proposed on the Sheridan 6" NGL pipeline. The location of the valves are in the vicinity of Cinco Ranch. See attached **Exhibit A-1** showing the proposed MLV locations. The new valve designations are the Barker Dam MLV and the Katy-Flewellyn MLV. **New chain link fencing with a gate is required at both locations. Crushed rock is NOT required at the valve sites.**

This work will be performed while the line is purged with nitrogen for the FM 1464 Relocation project.

General Description of Work:

Barker Dam MLV

- Install new MLV. Typical sketch is shown on **Exhibit A-2**.
- Install new 30'x50' chain link fenced area with gate. Fence shall be 6' tall with 1' barbed wire (3 strands) topping.
- **Provide 4" crushed rock base in fenced area—Crushed rock NOT required.**
- Provide fill dirt to raise elevation of 30'x50' valve site by 1'.
- Provide sack concrete as required to support pipe and fittings
- Provide two 12" dia concrete bases for pipe supports. Sonotubes shall be to a depth of undisturbed stable soil.

Katy-Flewellyn MLV

- Clear the existing fenced area. See photos below.
- Install new MLV. Typical sketch is shown on **Exhibit A-2**.
- Install new 30'x50' chain link fenced area with gate. Existing fence (approx. 24'x30') may be reused, yet the layout will change.
- Grade area to drain.
- Provide sack concrete as required to support pipe and fittings
- Provide two 12" dia concrete bases for pipe supports. Sonotubes shall be to a depth of undisturbed stable soil.

Miscellaneous

- Project is expected to be performed in early November
- Working hours will be 6 days a week, 10 hours a day
- Flag men and traffic signs will be needed at times during equipment transport
- Extreme care must be taken to prevent tracking mud onto local streets
- Welding to be in accordance with API 1104; latest addition
- Contractor will provide as-built of the new installation

- Prior to mobilizing to the site, Contractor will be required to submit Operator Qualification (OQ) records for his personnel.
- Contractor will be required to use welders that have successfully passed Copano's welder qualification. Laboratory costs will be paid by Copano. Welder's time will be paid by Contractor. The test will be performed in LaPorte, Texas.

Materials

- Copano will provide nitrogen for purging the line
- Copano will provide the temporary pig trap
- Copano will be responsible for procurement of all pipe and valves
- Copano will provide radiography
- Copano will provide new valves and pipe
- Contractor will provide all other material including pigs
- Contractor will provide water for testing of the new 6-inch pipe
- Contractor to provide water disposal services

Photos

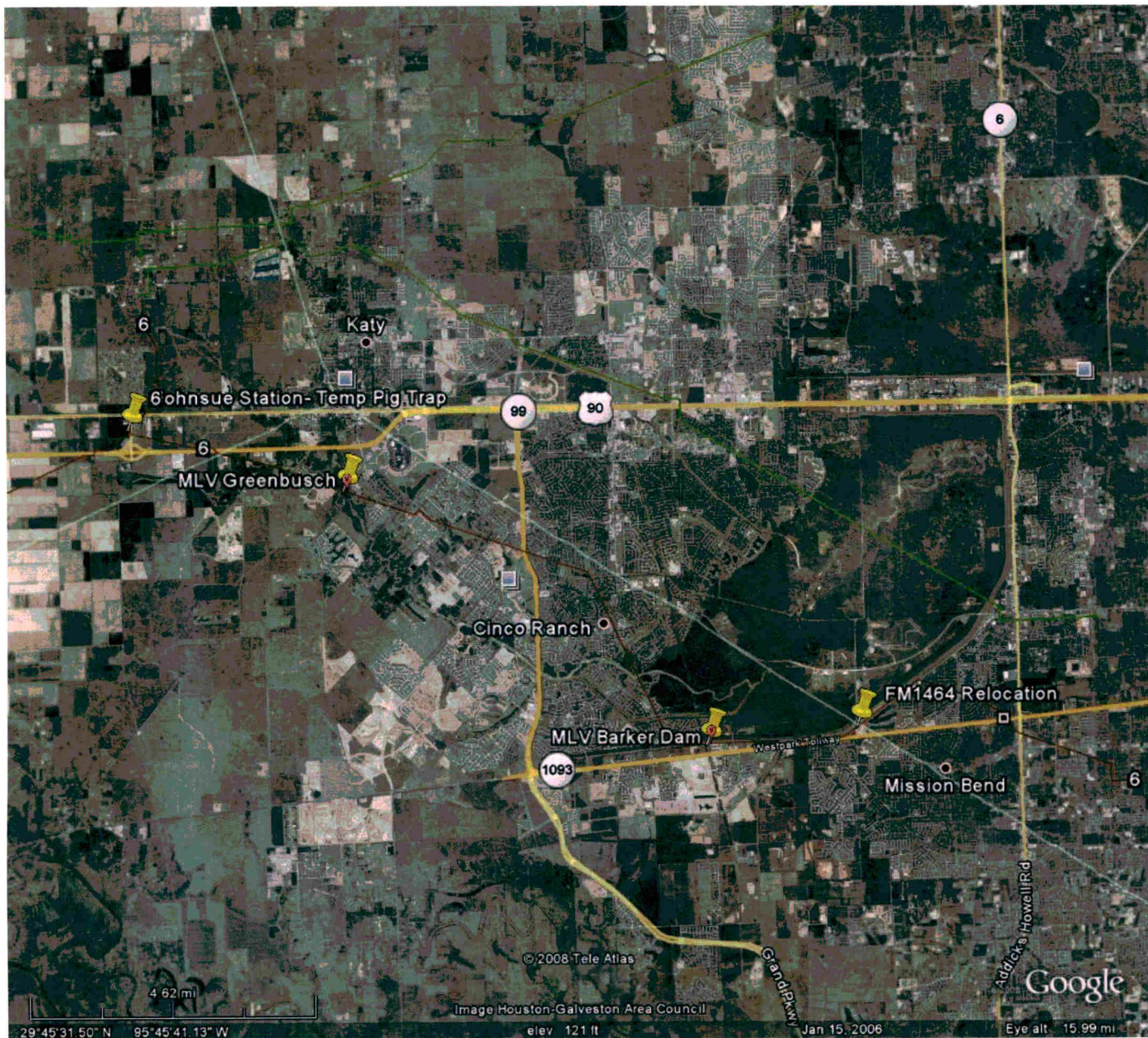


Photo 1
Proposed Barker Dam MLV Site

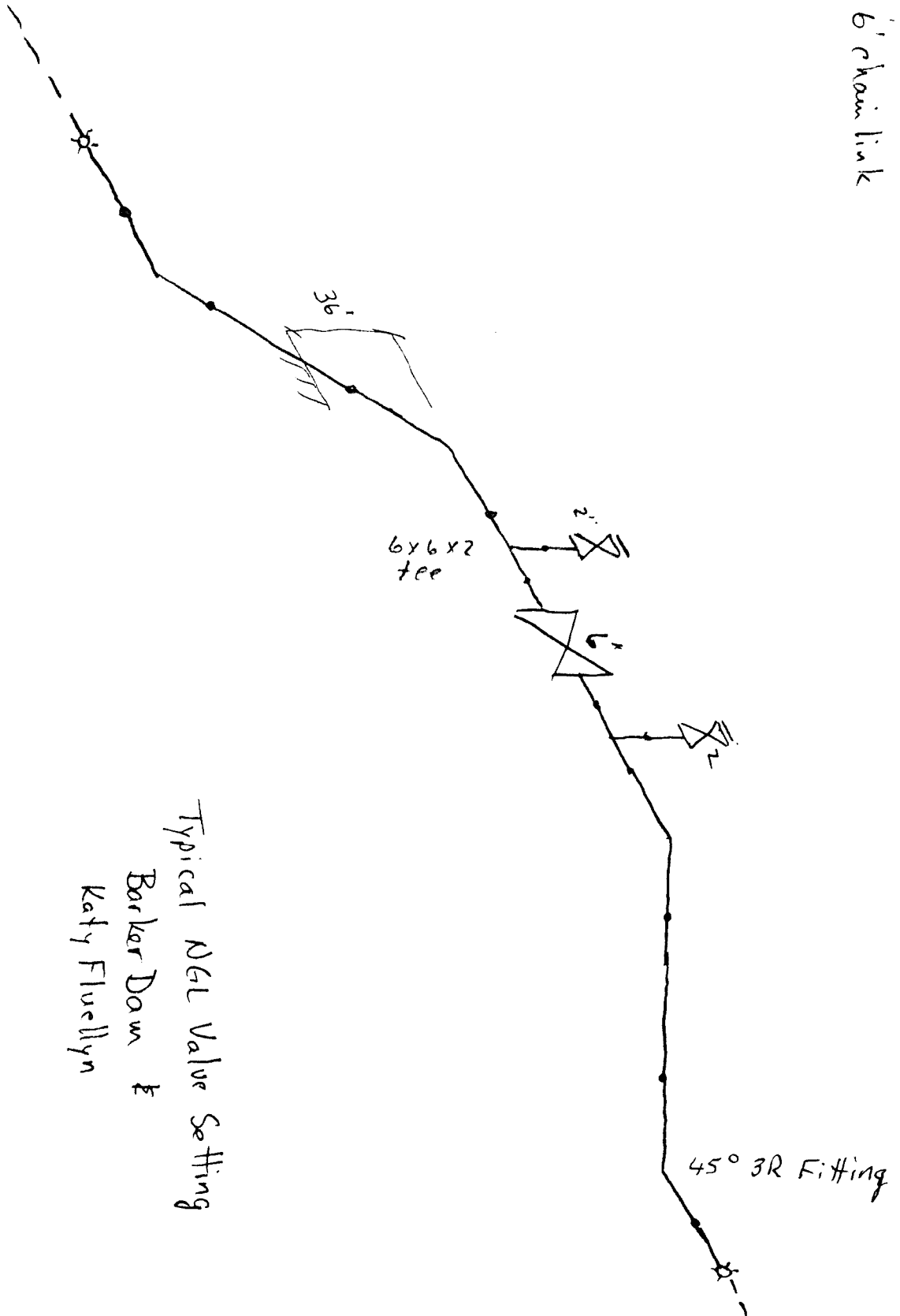
Revision 2
Date: 10/17/08



Photo 2
Proposed Katy-Flewellyn MLV site (Existing Fence to Remain. Temporary removal)



install pipe,
build fence 6' chain link
paint



Typical NGL Valve Setting
Barker Dam &
Katy Fluelllyn

10/10/08
JRD

Copano

FM 1464: From FM 1093 to SH 99

CSJ: 1415-02-040

Attachment B

Utility's Accounting Method

- Actual Cost Method of Accounting**
The utility accumulates cost under a work order accounting procedure prescribed by the Federal or State regulatory body; and
The utility proposes to request reimbursement for actual direct and related indirect costs,
- Lump Sum Method of Accounting**
Utility proposed to request reimbursement based on an agreed lump sum amount supported by a detailed cost analysis.
- Alternative Method of Accounting**
The utility accumulates costs under an accounting procedure (Chart of Accounts) developed by the utility and approved by the State; and,
The utility proposes to request reimbursement for actual direct and indirect costs; and
The utility owner is a municipality.

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FM 1464: From FM 1093 to SH 99

CSJ: 1415-02-040

Attachment C

Utility's Schedule of Work and Estimated Date of Completion

Construction is expected to start 30 to 45 days from receipt of a fully executed agreement. The actual construction is expected to take 10 days.

Assume:

10 days to receive an executed agreement (May 29, 2008)

30 to 45 days to bid and mobilize contractor (June 29, 2008)

10 days to complete direction drill, testing, tie-ins and de-mobilize (July 9, 2008)

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FM 1464: From FM 1093 to SH 99

CSJ: 1415-02-040

Attachment D

Statement Covering Contract Work – ROW-U-48



STATEMENT COVERING UTILITY CONSTRUCTION CONTRACT WORK
 (AS APPEARING IN ESTIMATE)

U-No. U11729

District: Houston
 County: Fort Bend
 Federal Project No.: n/a

ROW CSJ No.: 1415-02-040
 Highway No.: FM 1464

I, J. Terrell White, a duly authorized and qualified representative of COPANO NGL SERVICES, L.P., hereinafter referred to as **Owner**, am fully cognizant of the facts and make the following statements in respect to work which will or may be done on a contract basis as appears in the estimate to which this statement is attached.

It is more economical and/or expedient for **Owner** to contract this adjustment, or **Owner** is not adequately staffed or equipped to perform the necessary work on this project with its own forces to the extent as indicate on the estimate.

Procedure to be Used in Contracting Work

- A. Solicitation for bids is to be accomplished through open advertising and contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed.
- B. Solicitation for bids is to be accomplished by circulating to a list of pre-qualified contractors or known qualified contractors and such contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. Such presently known contractors are listed below:
 1. Calfee Welding
 2. Coastal Right-of-Way
 3. Sprint Pipeline Construction
 4. Lott Contractors
 5. Benson Pipeline
- C. The work is to be performed under an existing continuing contract under which certain work is regularly performed for **Owner** and under which the lowest available costs are developed. (If only part of the contract work is to be done under an existing contract, give detailed information by attachment hereto.)
- D. The utility proposes to contract outside the foregoing requirements and therefore evidence in support of its proposal is attached to the estimate in order to obtain the concurrence of the State, and the Federal Highway Administration Division Engineer where applicable, prior to taking action thereon (approval of the agreement shall be considered as approval of such proposal).
- E. The utility plans and specifications, with the consent of the State, will be included in the construction contract awarded by the State.

Signature J. Terrell White
 Title V.P. Operations

Date 12/4/2009

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FM 1464: From FM 1093 to SH 99

CSJ: 1415-02-040

Attachment E

Joint-Use Acknowledgement – ROW-U-JUA



UTILITY JOINT USE ACKNOWLEDGEMENT REIMBURSABLE UTILITY ADJUSTMENT

U-Number: **U11729**

District: Houston
Federal Project No.: n/a
ROW CSJ: 1415-02-040
Projected Highway Letting Date: 7/1/2007

County: Fort Bend
Highway: FM 1464
From: FM 1093
To: SH 99

WHEREAS, the State of Texas, ("**State**"), acting by and through the Texas Department of Transportation ("**TxDOT**"), proposes to make certain highway improvements on that section of the above-indicated highway; and

WHEREAS, the COPANO NGL SERVICES, L.P., ("**Utility**"), proposes to adjust or relocate certain of its facilities, if applicable, and retain title to any property rights it may have on, along or across, and within or over such limits of the highway right of way as indicated by the location map attached hereto.

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

It is agreed that joint usage for both highway and utility purposes will be made of the area within the highway right of way limits as such area is defined and to the extent indicated on the aforementioned plans or sketches. Nothing in this Acknowledgement shall serve to modify or extinguish any compensable property interest vested in the **Utility** within the above described area. If the facilities shown in the aforementioned plans need to be altered or modified or new facilities constructed to either accommodate the proposed highway improvements or as part of **Utility's** future proposed changes to its own facilities, **Utility** agrees to notify **TxDOT** at least 30 days prior thereto, and to furnish necessary plans showing location and type of construction, unless an emergency situation occurs and immediate action is required. If an emergency situation occurs and immediate action is required, **Utility** agrees to notify **TxDOT** promptly. If such alteration, modification or new construction is in conflict with the current highway or planned future highway improvements, or could endanger the traveling public using said highway, **TxDOT** shall have the right, after receipt of such notice, to prescribe such regulations as necessary for the protection of the highway facility and the traveling public using said highway. Such regulations shall not extend, however, to requiring the placement of intended overhead lines underground or the routing of any lines outside of the area of joint usage above described.

If **Utility's** facilities are located along a controlled access highway, **Utility** agrees that ingress and egress for servicing its facilities will be limited to frontage roads where provided, nearby or adjacent public roads and streets, or trails along or near the highway right of way lines which only connect to an intersecting road. Entry may be made to the outer portion of the highway right of way from any one or all access points. Where supports, manholes or other appurtenances of the **Utility's** facilities are located in medians or interchange areas, access from the through-traffic roadways or ramps will be allowed by permit issued by the **State** to the **Utility** setting forth the conditions for policing and other controls to protect highway users. In an emergency situation, if the means of access or service operations as herein provided will not permit emergency repairs as required for the safety and welfare of the public, the **Utility** shall have a temporary right of access to and from the through-traffic roadways and ramps as necessary to accomplish the required repairs, provided **TxDOT** is notified immediately when such repairs are initiated and adequate provision is made by **Utility** for the convenience and safety of highway traffic. Except as expressly provided herein, the **Utility's** rights of access to the through-traffic roadways and/or ramps shall be subject to the same rules and regulations as apply to the general public.

If **Utility's** facilities are located along a non-controlled access highway, the **Utility's** rights of ingress and egress to the through-traffic roadways and/or ramps are subject to the same rules and regulations as apply to the general public.

Initial Date

Participation in actual costs incurred by the **Utility** for any future adjustment, removal or relocation of utility facilities required by highway construction shall be in accordance with applicable laws of the State of Texas.

Utility will, by written notice, advise **TxDOT** of the beginning and completion dates of the adjustment, removal, or relocation, and, thereafter, agrees to perform such work diligently, and to conclude said adjustment, removal, or relocation by the stated completion date. The completion date shall be extended for delays caused by events outside **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **State** or any other party with **Utility's** ability to proceed with the relocation, or any other event in which **Utility** has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of **Utility**.

It is expressly understood that **Utility** conducts the new installation, adjustment, removal, and/or relocation at its own risk, and that **TxDOT** makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

The **Utility** and the **State**, by execution of this Acknowledgement, do not waive or relinquish any right that they may have under the law.

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

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

UTILITY

COPANO NGL SERVICES, L.P.
BY COPANO NGL SERVICES, GP, L.L.C
Utility: IT'S MANAGING GENERAL PARTNER
Name of Utility

By: 
Authorized Signature

J. TERRELL WHITE
Print or Type Name

Title: V.P. OPERATIONS

Date: 12/4/2009

EXECUTION RECOMMENDED:

District Engineer, Houston District

THE STATE OF TEXAS
Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.
By: _____
Director, Right of Way Division
Date: _____

Copano

FM 1464: From FM 1093 to SH 99

CSJ: 1415-02-040

Attachment F

Eligibility Ratio

On State highway facilities, Texas Transportation Code Section 203.092 provides that utility reimbursement for facility relocation is dependent upon whether the relocation costs are eligible for county participation. Pursuant to current state law, county participation is 60.47% of eligible costs to relocate pipeline, and 100% of eligible costs to relocate valve and rectifier.

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FM 1464: From FM 1093 to SH 99

CSJ: 1415-02-040

Attachment G

Betterment Calculation and Estimates

No Betterment exists in this agreement.

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FM 1464: From FM 1093 to SH 99

CSJ: 1415-02-040

Attachment H

Proof of Property Interest

On State highway facilities, Texas Transportation Code Section 203.092 provides that if relocation of a utility facility is required by improvement of any segment of the state highway system and the utility has a compensable property interest in the land occupied by the facility to be relocated, the utility is reimbursable for all eligible costs.



EASEMENT ADMENDMENT

STATE OF TEXAS
COUNTY OF FORT BEND &
WALLER

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT made this 16 day of June, 2005, between REALTY INCOME TEXAS PROPERTIES, L.P., a Delaware limited partnership, whose address is 220 W. Crest Street, Escondido, CA 92025, hereinafter referred to as "OWNER," TEPPCO Crude Pipeline, L.P., whose mailing address is 210 Park Avenue, Suite 1600, Oklahoma City, OK 73102, hereinafter referred to as "TEPPCO," and Copano NGL Services, L. P., whose mailing address is 2727 Allen Parkway, Suite 1200, Houston, Texas 77019, hereinafter referred to as "COPANO":

WITNESSETH

WHEREAS, on the 7th day of February, 1929, John Cope executed in favor of the Shell Pipe Line Company, the right to way (from time to time to lay, construct, reconstruct, replace, renew, maintain, repair, change the size of, and remove pipe 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 my land situated in the situated in the County of Fort Bend and Waller, in the State of Texas, to-wit;

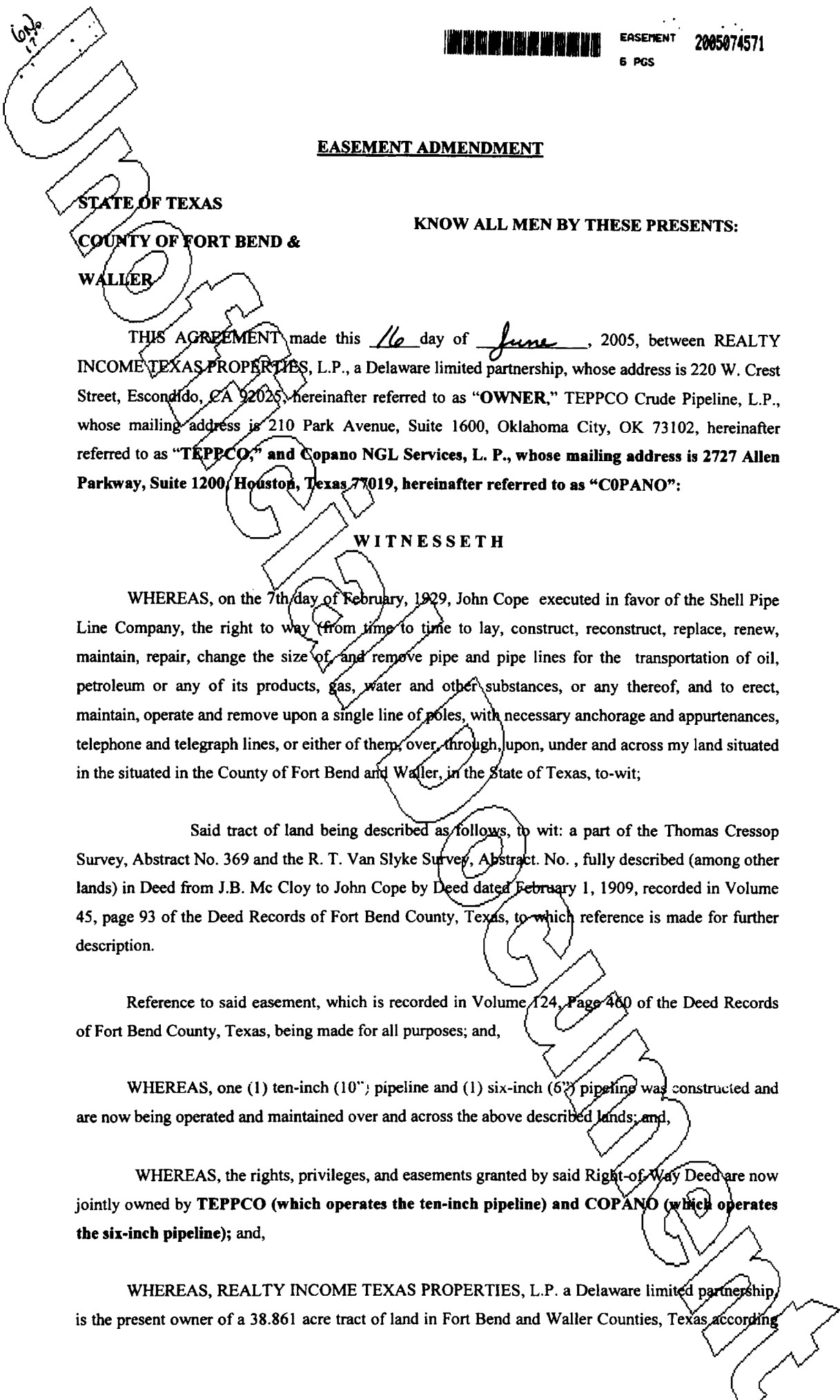
Said tract of land being described as follows, to wit: a part of the Thomas Cressop Survey, Abstract No. 369 and the R. T. Van Slyke Survey, Abstract No. , fully described (among other lands) in Deed from J.B. Mc Cloy to John Cope by Deed dated February 1, 1909, recorded in Volume 45, page 93 of the Deed Records of Fort Bend County, Texas, to which reference is made for further description.

Reference to said easement, which is recorded in Volume 124, Page 460 of the Deed Records of Fort Bend County, Texas, being made for all purposes; and,

WHEREAS, one (1) ten-inch (10") pipeline and (1) six-inch (6") pipeline was constructed and are now being operated and maintained over and across the above described lands; and,

WHEREAS, the rights, privileges, and easements granted by said Right-of-Way Deed are now jointly owned by TEPPCO (which operates the ten-inch pipeline) and COPANO (which operates the six-inch pipeline); and,

WHEREAS, REALTY INCOME TEXAS PROPERTIES, L.P. a Delaware limited partnership is the present owner of a 38.861 acre tract of land in Fort Bend and Waller Counties, Texas according



to the Special Warranty Deed from HOUSTON TREE FARMS, Inc. a Texas corporation, dated January 24, 2005 and filed under County Clerk's File Number 2005010861 of the Official Public Records of Fort Bend County, Texas, being a tract of land out of the above-mentioned Right-of-Way Agreement, and Southwest RV Centers, LLC, a Minnesota limited liability company ("Southwest RV") is the Tenant of the Land under a Land and Building Lease Agreement dated January 21, 2005, which Lease is evidenced by a Memorandum of Lease dated January 23, 2005, recorded among the records of Fort Bend County on February 3, 2005 as Document No. 2005014086. Southwest RV joins in this Easement Amendment for the purpose of consenting to the amendment of the easement interests herein and to agree that the Lease shall be in all respects subject and subordinate to the terms of this Easement Amendment.

WHEREAS, OWNER has requested TEPPCO and COPANO to restrict and define the width of the aforesaid easement insofar and only insofar as it crosses the said 38.861 acre tract of land, and TEPPCO and COPANO are willing to restrict and define the width of said easement in accordance with the terms and provisions hereinafter set forth,

NOW, THEREFORE, in consideration of the premises and the mutual benefits accruing to each of the parties hereto, it is agreed by and between the OWNER, TEPPCO and COPANO as follows:

- (1) The right-of-way and easement across said 38.861 acre tract of land shall be restricted to a strip of land sixty-feet (60') extending over, through, along and across said 38.861 acre tract, said survey being more particularly described by a Metes and Bounds description in Exhibit "A" and shown by plat in Exhibit "B", both attached hereto.
- (2) Without prior written consent of TEPPCO and COPANO, having been first obtained, no improvements of any kind, either permanent or temporary, including but not by way of limitation, ornamental trees, shrubby, and/or plants, houses, buildings, trailer houses, mobile homes, construction shacks or sheds, streets, parking areas, railways, alleys, sidewalks, water or sewer lines, poles and/or guy wires, shall be constructed or placed, or permitted to be constructed or placed, within any portion of the above described easement area either on or beneath the surface thereof.
- (3) The terms and conditions of this agreement shall be a covenant running with the land and shall inure to be benefit of and be binding upon the heirs, successors and assigns of the parties hereto. This amended right of way agreement may be assigned in whole or in part.
- (4) Said Right-of-Way Agreement dated February 7, 1929 referred to above, shall remain in full force and effect except as amended herein.

(5) In the event of any conflict of this Easement Amendment and the original Right-of-Way Agreement as referenced above, the original Right-of-Way Agreement, dated February 7, 1929, shall govern and control.

IN WITNESS WHEREOF, the parties hereto affix their signatures the day and date first above-mentioned.

Approved As To Form
Legal Department

OWNER:
REALTY INCOME TEXAS PROPERTIES, L.P.
A Delaware limited partnership

TEPPCO Crude Pipeline, L P.
By: TEPPCO Crude GP, LLC,
Its General Partner.

By: [Signature]
Michael R. Pfeiffer
Executive Vice President &
General Counsel

By: [Signature]
Stephen W. Russell
Vice President, Support Services

TENANT:
SOUTHWEST RV CENTERS, LLC,
a Minnesota limited liability company

COPANO NGL SERVICES, L.P.
By: Copano NGL Services GP, L.L.C.
Its Managing General Partner

By: [Signature]
Printed Name: Maail Meyer
Title: President
BRENDA L. DERMODY
Notary Public in and for the State of New York
County of Harris
My C. expires on January 22

By: [Signature]
J. Terrell White
Vice President, Operations

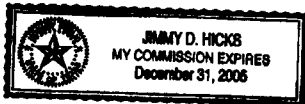
ALL SIGNATURES AND SEALS
APPEAR ON THE ORIGINAL***

ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on the 22nd of June, 2005, by Stephan W. Russell, as Vice President, Support Services of TEPPCO Crude, GP, LLC, a Delaware limited liability company, general partner of TEPPCO Crude Pipeline, L.P., a Delaware limited partnership, for the purposes and consideration therein expressed, and in the capacity stated.

Given under my hand and seal of office this the 22nd day of June, 2005.



MY COMMISSION EXPIRES:

December 31, 2005

[Signature]
NOTARY PUBLIC

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF HARRIS §

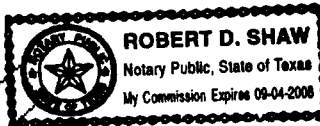
The foregoing instrument was acknowledged before me on the 24th of June, 2005, by J. Terrell White, Vice President, Operations, of Copano NGL Services GP, L. L. C., a Texas limited liability company, as managing general partner of Copano NGL Services, L.P., a Texas limited partnership, for the purposes and consideration therein expressed, and in the capacity stated.

Given under my hand and seal of office this the 24th day of June, 2005.

Robert D. Shaw
NOTARY PUBLIC

MY COMMISSION EXPIRES:

09-04-08



ACKNOWLEDGEMENT

STATE OF CALIFORNIA §

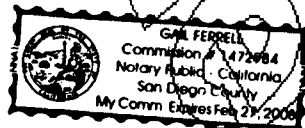
COUNTY OF *San Diego* §

The foregoing instrument was acknowledged before me on the 16th of June, 2005, by Michael R. Pfeiffer, Executive Vice President & General Counsel for REALTY INCOME TEXAS PROPERTIES, L.P., a Delaware limited partnership, for the purposes and consideration therein expressed, and in the capacity stated.

Given under my hand and seal of office this the 16th day of June, 2005.

Gail Ferrell
NOTARY PUBLIC

MY COMMISSION EXPIRES:



MUTUAL 60 FOOT GAS LINE EASEMENT
TO SERVE TEPPCO CRUDE PIPELINE, L.P. AND
BUCKEYE GULF COAST PIPE LINE, L.P.

BEING a tract of land situated in the Thomas Cresap Survey Abstract No. 369, Robert T. Van Slyke Survey, Abstract No. 395 of Fort Bend County, Texas and Thomas Cresap Survey, Abstract No. 405, Rober T. Van Slyke Survey, Abstract No. 407 of Waller County, Texas and being part of that certain tract of land conveyed to Houston Tree Farms, Inc., a Texas Corporation, as evidenced by deed recorded in Volume 793, Page 125 of the Deed Records of Fort Bend County, Texas once a part of that certain 76.038 acre tract of land conveyed to Karen Kay Bartlett Middleman, trustee, et al as evidenced by deed recorded in County Clerk File No. 1999109469 of the Deed Records of Fort Bend County, Texas and Volume 523, Page 662 of the Deed Records of Waller County, Texas being more particularly described as follows:

COMMENCING at a 5/8-inch iron rod found in the south line of Interstate Highway 10 for the common northwest corner of above mentioned Houston Tree Farms tract, the above mentioned Middleman tract and the northeast corner of that certain tract of land conveyed to I-10 Properties Joint Venture as evidenced by deed recorded in Volume 2356, Page 1154 of the Deed Records of Fort Bend County, Texas;

THENCE, South 00 degrees 01 minutes 51 seconds East, departing the said south line of Interstate Highway 10, and along the common line between said Houston Tree Farms tract and I-10 Joint Venture tract a distance of 81.68 feet to the POINT OF BEGINNING;

THENCE, South 75 degrees 39 minutes 47 seconds East, departing the said common line between said Houston Tree Farms tract and said I-10 Joint Venture tract a distance of 1120.78 feet to the east line of said Houston Tree Farms tract and the west line of said Middleman tract;

THENCE, South 00 degrees 01 minutes 51 seconds East, along the common line between said Houston Tree Farms tract and said Middleman tract a distance of 61.94 feet;

THENCE, North 75 degrees 39 minutes 47 seconds West, departing the said common line between said Houston Tree Farms tract and said Middleman tract a distance of 1120.78 feet to the above mentioned common line between said Houston Tree Farms tract and said I-10 Properties tract;

THENCE, North 00 degrees 01 minutes 51 seconds West, along the said common line between said Houston Tree Farms tract and said I-10 Joint Venture tract a distance of 61.94 feet to the POINT OF BEGINNING;

Said property contains a computed area of 67,247 square feet or 1.544 acres of land, more or less.

Signed on this 25th day of May, 2005.

Bob O. Brown
Bob O. Brown
Registered Professional Land Surveyor
License No. 1744
State of Texas



EXHIBIT A



REV-0
67,247 SQUARE FEET OR 1.544 ACRE TRACT
SITUATED IN THE CITY OF KATY, WALLER COUNTY,
BEND COUNTY, TEXAS

60' GAS LINE
EASEMENT

EXHIBIT A
1 OF 2

Filed for record February 10, 1948, at 9:00 o'clock A.M.

Recorded March 29, 1948, at 9:30 o'clock A.M.

Ella Macek, Clerk County Court

Fort Bend County, Texas

BY Christ Flath DEPUTY

United States of America

To # 58636

Right-of-Way Easement

Dated - January 14, 1947

Shell Pipe Line Corporation

KNOW ALL MEN BY THESE PRESENTS

414270

That the United States of America, hereinafter referred to as the Grantor, acting by and through the Secretary of War under and by virtue of authority vested in him by the Act of Congress approved June 20, 1938 (535, Sec. 2, 52 Stat., 804; 33 U.S.C.A., 558b); by Act of Congress approved August 11, 1939, (699, Sec. 3, 53 Stat., 1414; 33 U.S.C.A. 558b-1); and by Act of Congress approved August 18, 1941, (6377, Sec. 6, 55 Stat., 650; 33 U.S.C.A. 701c-2), and in consideration of the exchange of property to be conveyed by deed to the United States of America by the Shell Pipe Line Corporation, a body corporate, duly organized and existing under the laws of the State of Maryland, with an office and principal place of business in Houston, Harris County, Texas, hereinafter referred to as the Grantee, and the mutual promises and obligations to be kept and performed by the Grantor and Grantee under the terms of a certain contract numbered W-41-243-eng-649, dated the 18th day of July, 1944, as amended by Supplemental Agreement No. 1, dated 29 August 1945, and Supplemental Agreement No. 2, dated 12 February 1946, entered into by the Grantor and Grantee, does hereby grant without covenant or warranty unto the said Grantee, its successors and assigns, an easement for a right of way for laying, constructing, operating, inspecting, maintaining, replacing, repairing, and removing pipes, pipe lines, rectifiers, ground beds and all incidental equipment to be used in the transportation of oil and other liquid substances, over, across, in and upon a tract or strip of land 33 feet in width in Broocks and Burlison Survey (A-145), W. Stanley Survey (A-599), E. D. Brown Survey (A-406) John Brock Survey (A-110), Day Land and Cattle Company Survey (A-431), said surveys being in Fort Bend County, Texas, and John P. Cockrell Survey (A-1438), Day and Land Cattle Company Survey (A-1440), and Elias Herrera Survey, (A-321) in Harris County, Texas, said strip being within the limits of the Barker Reservoir, a feature of the Buffalo Bayou, Texas, Flood Control Project, but being outside the lands of said Reservoir subject to flooding, the center line of said strip being described as follows, all coordinates and bearings being referred to the Texas Plane Coordinate System, South-Central Zone, as established by the U. S. Coast and Geodetic Survey in 1934;

Beginning at a point (X = 3, 035,429.8; Y = 695,633.5) on the northerly boundary line of Barker Dam site, said point being south 48° 43' west, 383.3 feet from the most easterly corner of Broocks and Burlison Survey (A-145) in Fort Bend County, Texas;

Thence South 26° 03' east, 444.3 feet to a point, said point being 79.5 feet northerly of the southerly right-of-way line for said Barker Dam site;

Thence North 82° 50' east, parallel to and 79.5 feet northerly of said southerly right-of-way line for Barker Dam site, 3308.7 feet to a point on the westerly boundary line of the John Brock Survey (A-110) in Fort Bend County, Texas, said point being 16.5 feet northerly of the northwest corner of lot 17, Prairie View Farms Subdivision, John Brock Survey (A-110);

Thence north 87° 43' east parallel to and 16.5 feet northerly of said southerly

right-of-way line for Barker Dam site 3725.3 feet to a point, said point being on the easterly boundary line of the Prairie View Farms Subdivision in John Brook Survey (A-110);

Thence south $86^{\circ} 36'$ east, 2721.9 feet to a point, said point being 16.5 feet northerly of said southerly right-of-way line for Barker Dam site;

Thence north $83^{\circ} 03'$ east, parallel to and 16.5 feet northerly of said southerly right-of-way line, 4941.2 feet to a point;

Thence north $52^{\circ} 13'$ east, generally parallel to and 26.5 feet northwesterly of the southeasterly right-of-way line for Barker Dam site, at 8000.4 feet intersecting the center line of the present location of the Shell Pipe Line, in all 8020.4 feet to a point on the north line of the said pipe line right-of-way, ($X = 3,056,591.0$; $Y = 701,146.0$), said point being south $78^{\circ} 15'$ West, 60.4 feet from the easterly corner of Tract No. ER-41, also being south $34^{\circ} 24'$ east, 3186.4 feet from the northeast corner of John H. Walton Survey (A-866), in Harris County, Texas;

and over, across in and upon the following described tract of land in the Elias Herrera Survey (A-321) Harris County, Texas, to-wit:

Beginning at a point having coordinates as follows: $X = 3,056,591.0$ and $Y = 701,146.0$, said point being south $78^{\circ} 15'$ west, 60.4 feet from the easterly corner of tract No. ER-41;

Thence South $72^{\circ} 07'$ east a distance of 32.1 feet to the southeasterly right-of-way line of said Barker Dam site;

Thence South $52^{\circ} 13'$ West, with said right-of-way line a distance of 40 feet to a point;

Thence North $72^{\circ} 07'$ west a distance of 12.1 feet to a point on the southeasterly right-of-way line of the above described 33 foot wide strip;

Thence north $52^{\circ} 13'$ east with said southeasterly right-of-way line a distance of 28.7 feet to the extreme east corner of the above described 33 foot wide strip;

Thence North $37^{\circ} 47'$ west a distance of 16.5 feet to the point of beginning;

together with the right of ingress and egress from said right-of-way; provided, however, that out of the above-described land, the Shell Pipe Line Corporation is granted the concurrent use with the Magnolia Petroleum Company for said right-of-way and easement over the following described strip of land which is also being used by the Magnolia Petroleum Company for a telephone line right-of way; however, the right of way of the Magnolia Petroleum Company is to be subordinate to the right of way of the Shell Pipe Line Corporation to-wit:

A tract of land situated in the County of Harris, State of Texas, being part of the Elias Herrera Survey (A-321) and being more particularly described as follows, all coordinates and bearings being referred to the Texas Plane Coordinate System, South Central Zone, as established by the U. S. Coast and Geodetic Survey in 1934;

Beginning at a point on the southeasterly line of the U. S. Government Tract No. ER-41 (Barker Reservoir), said point being south $52^{\circ} 13'$ west, 36.1 feet from the most easterly corner of said Tract No. ER-41 ($X = 3,056,650.1$ feet, $Y = 701,258.3$ feet);

Thence North $72^{\circ} 07'$ West, 12.1 feet to a point;

Thence south $52^{\circ} 13'$ West, 40.0 feet to a point;

Thence South $72^{\circ} 07'$ east, 12.1 feet to a point on the aforesaid southeasterly line of said Tract No. ER-41;

Thence North $52^{\circ} 13'$ east, 40.0 feet along said southeasterly line to the point of beginning, containing 0.009 acre, more or less.

