

## STANDARD UTILITY AGREEMENT ACTUAL COST – LOCAL GOVERNMENT

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

U-Number: **U11712**  
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 Monument Pipeline, 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 additional material and contractor costs needed to extend Monuments pipeline casing where additional ROW was purchased after the agreement was approved in court. This agreement replaces the original agreement approved by Fort Bend County on March 11, 2008 for \$94,088.81. and such work is shown in more detail in **Owner's** plans, specifications and costs (estimated at \$121,848.27), 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: \_\_\_\_\_

*Robert Hebert*

Title: Hon. Robert Hebert, County Judge

Date: January 25, 2011 *Approved 2-1-2011*

**OWNER**

Owner: \_\_\_\_\_

*[Signature]*

By: \_\_\_\_\_

*Monument Pipeline, LP*

Title: VP NET General Partners, LLC

Date: 1/17/11

**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.

**U11712**

**Monument Pipeline, L.P.**

**FM 1464: From FM 1093 to Shiloh Lake Dr**

**CSJ: 1415-02-030**

**ROW CSJ: 1415-02-037**

**Attachment A**

**Plans, Specifications, and Estimated Costs**



# MONUMENT PIPELINE, LP

Authorization for Expenditure      Measuring Regulation Station

System or Location	<input type="checkbox"/> Louisiana <input checked="" type="checkbox"/> Texas <input type="checkbox"/> Oklahoma	<input type="checkbox"/> Gathering	Work Order No.	
			Date: January 13, 2008; Rev. June 23, 2009; Rev. Dec 8, 2010	
			Budget:	
			Item No.:	
Work Order Title: Hwy FM 1464 20" Casting Extension				
Description: Install two sections of 20" Casting (Approx. 90' and 85') for FM 1464 expansion				
Total Cost: \$121,848.27				
County: Ft. Bend Texas				
Ward:				
Township:				
Range:				
Section:				
Corp. Limits: Yes				
Amount Chargable to Customer: 100%				
Name & Address of Customer: Ft. Bend County, Texas c/o Property Acquisitions Services, Inc. Attn: Chris Mayfield 19855 Southwest Freeway, Suite 200 Sugar Land, Texas 77479				

Acct.	Item Code	Quantity	Unit Cost	Total
365.2	<b>Rights of Way</b>			
	Prof. Services Survey	1	\$1,537.00	\$1,537.00 H
	<b>Total ACCT. 365.2</b>			<b>\$1,537.00</b>
369	<b>Measurement &amp; Pipeline Equipment</b>			
	<b>Equipment Materials</b>			
	Casing (steel) 0.250/0.312x20"	190 feet	\$42.28	\$8,041.66 A
	Delivery Charge			\$300.00 A
	Cut Charge			\$50.00 A
	Seals 20x16"	2	\$81.65	\$163.30 B
	Separators/Insulators	52	\$35.28	\$1,834.56 C
	Insulator Band	1	\$11.44	\$11.44 D
	Corrosion Protection Material			
	Wax	10	\$308.58	\$3,085.80 E
	Cloth	4	\$299.24	\$1,196.96 E
	Delivery Charges			\$225.00 F
300	Sales Tax (Consolidated Pipe & Wilson Invoices)			\$1,180.55 G
	<b>Subtotal Equipment Materials</b>			<b>\$16,089.27</b>
369	<b>Measurement &amp; Regulator Equipment</b>			
	<b>Construction:</b>			
	Contract Labor	1 unit	\$80,265.18	\$80,265.18 I
	Inspection Doug Moss	9 days	\$550.00	\$4,950.00 J
	Administrative Supervision			
	Mileage	1,990	\$0.49	\$978.82 K
	Porcherson Acq Services	25 days total		
	Christy Finelli	13.75	\$425.00	\$5,843.75 L
	Erin Pratt	0.75	\$425.00	\$318.75 M
	Doug Moss	10.5	\$425.00	\$4,462.50 N
	Copies			\$13.00 O
	<b>Subtotal Porcherson Acq Services</b>			<b>\$10,638.00</b>
	Monument Admin supervision	106 hours total		\$96,832.00
	Josh Bower	6	\$60.00	\$360.00
	Mike Blaschke	25	\$60.00	\$1,500.00
	David Tomchesson	60	\$60.00	\$3,600.00
	Joe Mills	10	\$148.00	\$1,480.00
	Teresa Torres	5	\$90.00	\$450.00
	<b>Subtotal Monument Admin supervision</b>			<b>\$7,390.00 P</b>
	<b>Subtotal Cont. Cost</b>			<b>\$104,222.00</b>
	<b>Total ACCT. ALL</b>			<b>\$121,848.27</b>
	<b>Subtotal</b>			
	Contingencies & Omissions 8%			\$0.00
	<b>Total Cost of Project</b>			<b>\$121,848.27</b>

Reimbursement By Customer: Ft. Bend County, Texas c/o Property Acquisitions Services, Inc.  
Total Expense: \$121,848.27  
Recommended By: *[Signature]*  
Approved By: *[Signature]* 12/9/12

LEGEND

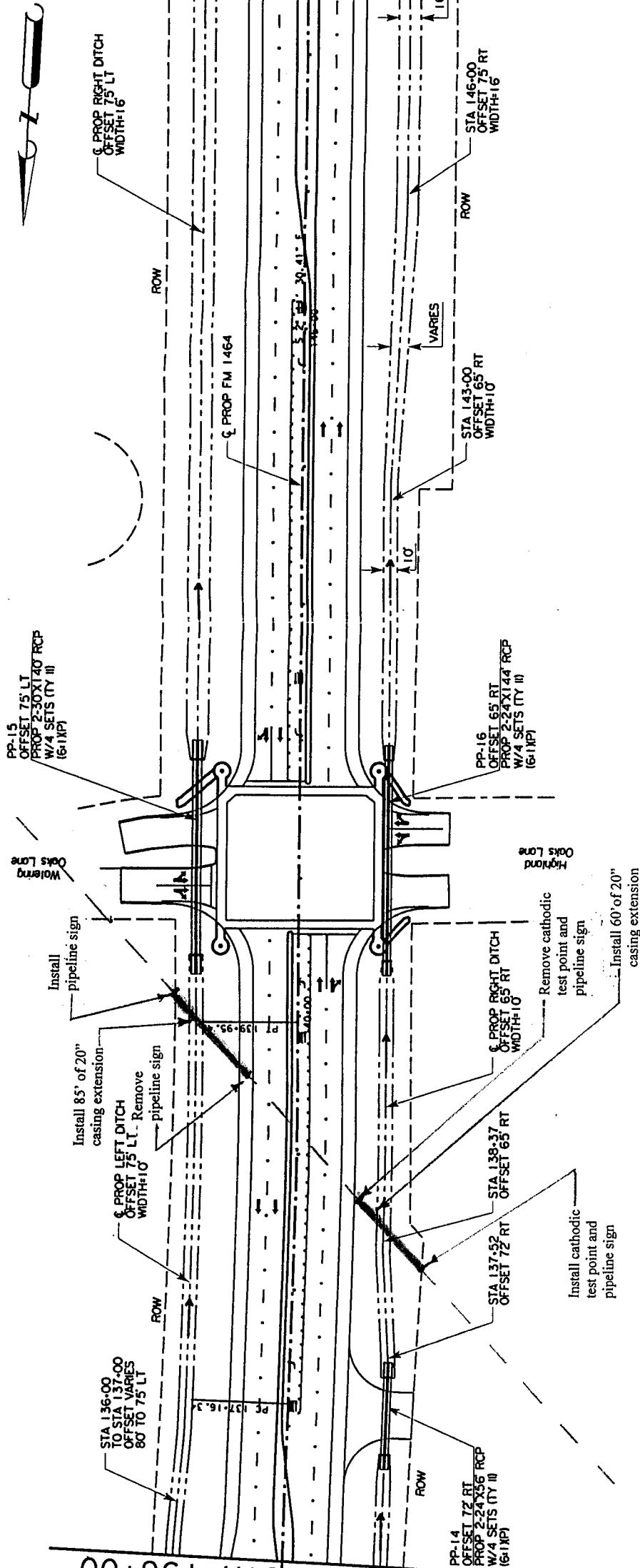
FLOW DIRECTION

NOTES

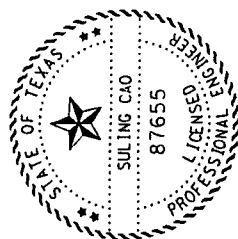
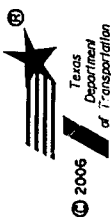
1. REFER TO "UTILITIES LAYOUT" SHEETS FOR UTILITY LOCATIONS.

MATCHLINE STA 148+00

MATCHLINE STA 136+00



SCALE: 1"=100'H, 1"=10'V



DRAINAGE LAYOUT

CSJ 1415-02-030  
CSJ 1415-02-029

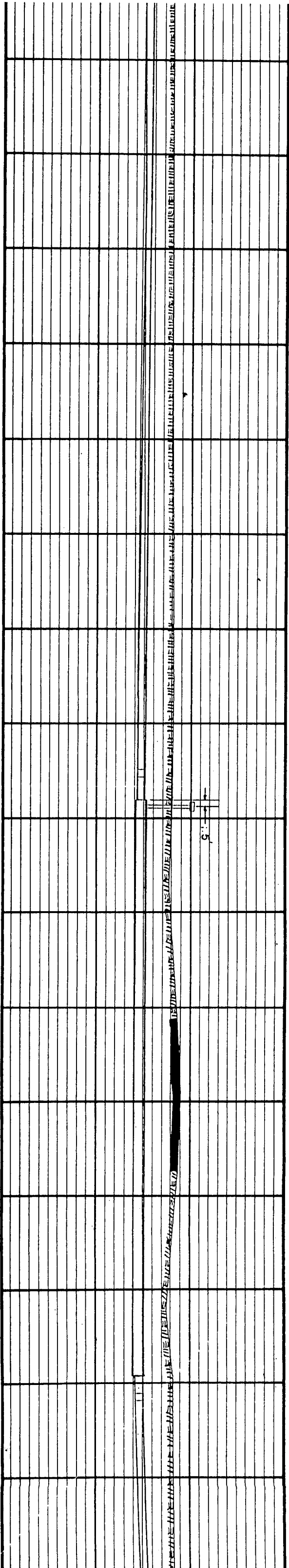
SHEET 5 OF 22

FED. RD. DIV. NO.	PROJECT NO.	SHEET NO.
6		356
STATE	DIST.	COUNTY
TEXAS	HOU	FORT BEND
CONTRACT	SECTION	JOB
1415	02	030, ETC FM 1464



SCALE  
VERTICAL: 1" = 20'  
HORIZONTAL: 1" = 20'

**629+49 Q.F.M. RD. # 1464**



628+82 Trans. Sleeve  
628+85 Begin Casing  
628+87 R/W & R. Fence, Vent & Line Marker

629+04 Q Ditch

629+33 Edge of Pavement

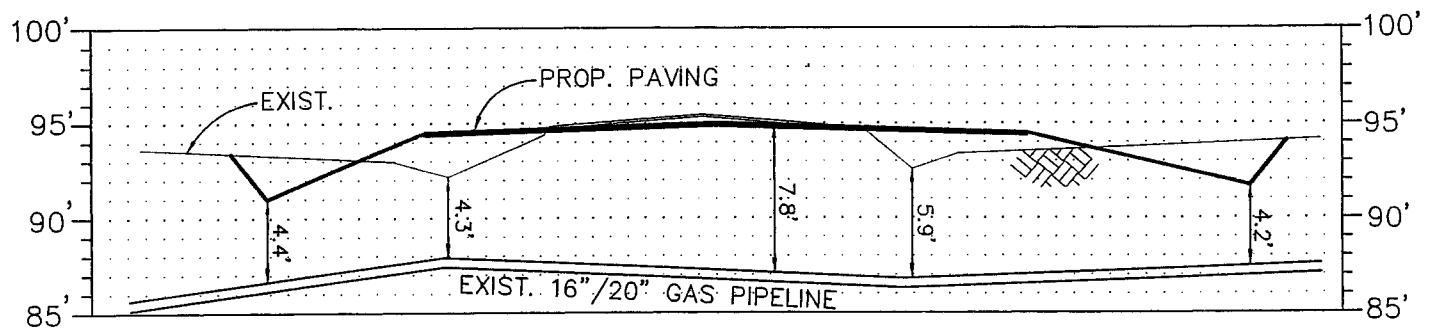
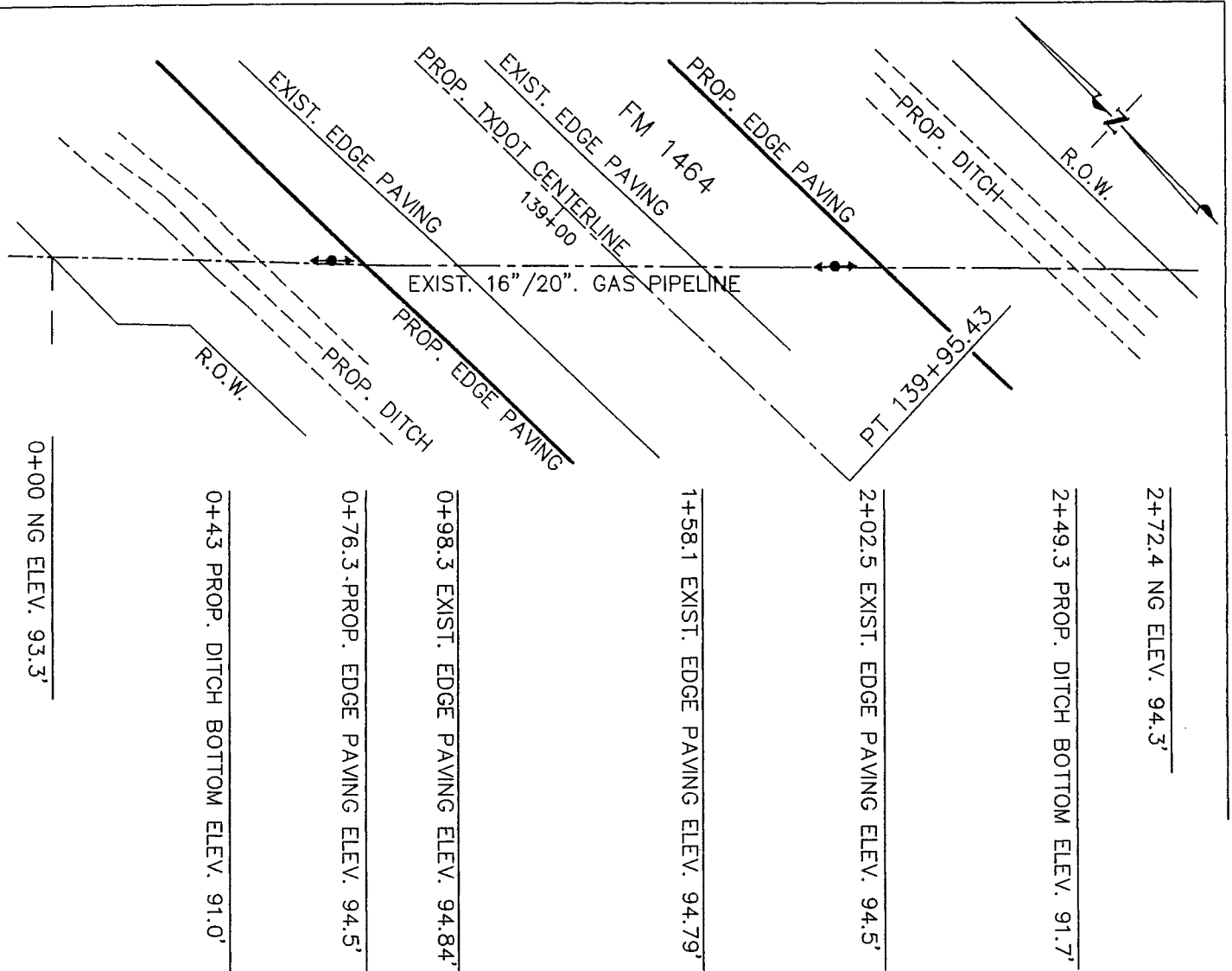
629+49 Q.F.M. Rd. # 1464 (Blacktop)

629+65 Edge of Pavement

629+95 Q Ditch

630+08 R/W & R. Fence  
630+09 End Casing  
630+12 Trans. Sleeve





MONUMENT PIPELINE L.P.  
EXISTING 16" CHOCOLATE BAYOU  
NATURAL GAS PIPELINE  
WITH 20" CASING  
CROSSING FM 1464  
FORT BEND COUNTY, TEXAS

**PERCHERON**  
SURVEYING, LLC

521 N. Sam Houston Pkwy E  
Suite 100  
Houston, Texas 77060  
(281) 272-6677

NOVEMBER 12, 2007

ELEVATIONS SHOWN ARE BASED ON  
TXDOT CONTROL MONUMENT DESIGNATION  
H-4, ELEV. 94.13', NAVD 88.

SCALE  
1"=40' HORIZONTAL  
1"=10' VERTICAL

**U11712**

**Monument Pipeline, L.P.**

**FM 1464: From FM 1093 to Shiloh Lake Dr**

**CSJ: 1415-02-030**

**ROW CSJ: 1415-02-037**

**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.

**U11712**

**Monument Pipeline, L.P.**

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**Attachment C**

**Utility's Schedule of Work and Estimated Date of Completion**

Construction is estimated to start 30 days from the date of receipt of a fully executed agreement. The actual construction is estimated to take 20 days to complete.

Assume:

15 days to receive executed agreement (March 15, 2008)

15 days to mobilize contractor April 1, 2008)

20 days to complete casing extension and demobilize (April 20, 2008)

**U11712**

**Monument Pipeline, L.P.**

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**ROW CSJ: 1415-02-037**

**Attachment D**

**Statement Covering Contract Work – ROW-U-48**



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

U-No. U11712

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

ROW CSJ No.: 1415-02-037  
Highway No.: FM 1464

I, Jerry Dearing, a duly authorized and qualified representative of Monument Pipeline, 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.
  - 2.
  - 3.
  - 4.
  - 5.
- ☒ 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.

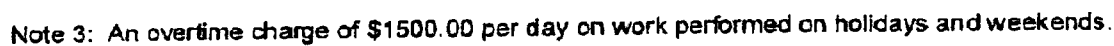
Signature

Date

Title

*Jerry Dearing*  
VP NET General Partners, LLC

*2/20/08*



**PRICE LIST****OILFIELD CONSTRUCTION**

P.O. BOX 1665

EL CAMPO, TEXAS 77437

PHONE: 979-543-3470

FAX: 979-543-3479

<b>PERSONNEL</b>		
<b>DESCRIPTION</b>	<b>UNIT (S)</b>	<b>RATE</b>
CONSTRUCTION SUPERINTENDENT	HOUR	\$ 45.00
OPERATOR with PICK-UP	HOUR	\$ 35.00
PER DIEM - SUPERVISOR	DAY	\$ 125.00
PER DIEM - CREW MEMBER	DAY	\$ 125.00
OPERATOR ONLY	HOUR	\$ 27.00
<b>REGULAR TIME</b>		
LEASE FOREMAN	HOUR	\$ 35.00
LEASE LABORER	HOUR	\$ 25.00
CREW TRUCK & TOOLS	HOUR	\$ 20.00
WELDERS	HOUR	\$ 75.00
<b>OVERTIME</b>		
LEASE FOREMAN	HOUR	\$ 42.00
LEASE LABORER	HOUR	\$ 30.00
CREW TRUCK & TOOLS	HOUR	\$ 35.00

<b>TRUCKS</b>		
<b>DESCRIPTION</b>	<b>UNIT (S)</b>	<b>STANDARD RATE</b>
CREW TRUCK and TOOLS	HOUR	\$ 35.00
TRUCK with TANDEM FLOAT/ DRIVER	HOUR	\$ 103.00
TRUCK with TANDEM LOWBOY / DRIVER	HOUR	\$ 103.00

OPERATED HEAVY EQUIPMENT		
DESCRIPTION	UNIT (S)	STANDARD RATE
BACKHOE ( 400 SERIES )	HOUR	\$ 65.00
TRACKHOE ( 320 C ) - ( 320CL )	HOUR	\$ 135.00
FORKLIFT ( 900 SERIES )	HOUR	\$ 95.00
DOZER ( D5N- XL SERIES )	HOUR	\$ 95.00
DOZER ( D5N- LGP SERIES )	HOUR	\$ 95.00
DOZER ( D - 6LGP )	HOUR	\$ 135.00
FRONT - END LOADER ( 900 SERIES )	HOUR	\$ 95.00
MAINTAINER ( 12H )	HOUR	\$ 95.00
TRACTOR / SHREDDER -6'	HOUR	\$ 65.00
PNEUMATIC ROLLER	HOUR	\$ 85.00
SHEEP FOOT ROLLER	HOUR	\$ 85.00

EQUIPMENT AND TOOLS		
DESCRIPTION	UNIT (S)	STANDARD RATE
MUD BOAT	DAY	\$ 130.00
PORTABLE GENERATOR	DAY	\$ 60.00
AIR COMPRESSOR	DAY	\$ 150.00
POWER SAW	DAY	\$ 20.00
ELECTRIC DRILL	DAY	\$ 15.00
PUSH LAWNMOWER	DAY	\$ 30.00
WEEDEATER	DAY	\$ 25.00
20-FOOT UTILITY TRAILER	DAY	\$ 75.00
2" CENTRIFICAL PUMP	DAY	\$ 60.00
3" CENTRIFICAL PUMP	DAY	\$ 65.00
6" TRASH PUMP	DAY	\$ 150.00
TRAILER MOUNTED PRESSURE WASHER	DAY	\$ 200.00

BOARD ROAD AND LOCATION MATS		
DESCRIPTION	UNIT (S)	STANDARD RATE
MATS- 3 - ply	SQ.FT.	\$12.00/DAY or Bid Price
MATS- 2 - ply	SQ.FT.	\$12.00/DAY or Bid Price
FABRIC ( RENTAL PERIOD OF 60 DAYS)	SQ.FT.	\$ 0.09



**ANNULAR INJECTION**

DESCRIPTION	UNIT (S)	STANDARD RATE
DOWN HOLE PUMP (NATIONAL 550)	HOUR	\$ 165.00
SUBMERSIBLE 6" HYDRAULIC PUMP	DAY	\$ 350.00
TRACTOR AND CAMEL BACK PUMP	DAY	\$ 350.00

**PERSONNEL**

DESCRIPTION	UNIT (S)	STANDARD RATE
INJECTION CREW FOREMAN	HOUR	\$ 35.00
INJECTION ROUSTABOUT	HOUR	\$ 25.00

**OTHER**

DESCRIPTION	UNIT (S)	STANDARD RATE
PERMITS	MOVE	\$ 150.00

**U11712**

**Monument Pipeline, L.P.**

**FM 1464: From FM 1093 to Shiloh Lake Dr**

**CSJ: 1415-02-030**

**ROW CSJ: 1415-02-037**

**Attachment E**

**Joint-Use Acknowledgement – ROW-U-JUA**

**Attached Separately**

**U11712**

**Monument Pipeline, L.P.**

**FM 1464: From FM 1093 to Shiloh Lake Dr**

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**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 and State participation. Pursuant to current state law, county participation is 100% of all eligible costs.**

**Monument Pipeline will extend casing to the new ROW line. All work to complete adjustment will take place in the proposed ROW; therefore, under State law, Monument Pipeline is entitled to be reimbursed 100% of all eligible costs.**

**Total Feet in Proposed ROW = 262  
Feet in Existing ROW = 117 (0% Eligibility)  
Feet in Proposed ROW = 145 (100% Eligibility)  
Work Done in Existing ROW = 0 ft  
Work Done in Proposed ROW = 145 ft**

**$262 \text{ ft} - 117 \text{ ft} = 145 \text{ ft} = 100\% \text{ Eligible}$**

**Upon completion of said adjustment, State will reimburse Fort Bend County 90% of all eligible costs associated with the adjustment of Monument's pipeline.**

**U11712**

**Monument Pipeline, L.P.**

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**Attachment G**

**Betterment Calculation and Estimates**

**Betterment does not exist in this agreement.**

**U11712**

**Monument Pipeline, L.P.**

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**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.**



**AFFIDAVIT**  
(for Utility Owner)

U-No.U11712

**THE STATE OF TEXAS**

§  
§  
§

District: Houston

County: Fort Bend

**COUNTY OF FORT BEND**

Federal Project No.: N/A

ROW CSJ No.: 1415-02-037

Highway No.: FM 1464  
(To be filled in by State)

**BEFORE ME, THE UNDERSIGNED AUTHORITY**, on this day personally appeared Jerry Dearing of the Monument Pipeline, L.P., ("Utility") who after being by me duly sworn upon his/her oath deposes and says as follows:

"I, Jerry Dearing am over the age of 18 years and am fully competent to testify to the matters set forth in this Affidavit. I have personal knowledge of all facts and swear that such facts are true and correct.

1. See attached Easements: Volume 394, Page 489 dated July 16, 1959 and Volume 414, Page 63 dated February 23, 1961 both recorded in Fort Bend County, Texas Deed Records:and Conveyance, Assignment, Bill of Sale and Assumption Agreement, dated January 31, 2006 between San Jacinto Gas Transmission Company and Monument Pipeline, LP;

[legal description of land]

2. n/a;

[facts indicating affiant's familiarity with subject land, including inspection and surveys]

3. n/a;

[facts attesting to ownership, including claims through deeds, etc.]

4. n/a;

[facts showing use of property]

5. n/a;

[facts showing nature and state of repair of enclosures or fencing]

6. n/a;

[facts showing continuous possession for statutory period].

Further affiant sayeth not."

Signature

VP NET General Partners, LLC

Title

Monument Pipeline, L.P.  
Company

Corporate Acknowledgment

State of Texas

County of

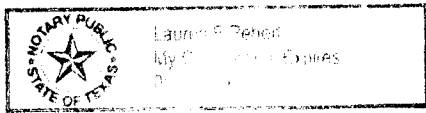
This instrument was acknowledged before me on

*Vice President*

, a

*February 20, 2008* by *Terry Dearing*  
of *NET General Partners, LLC*

corporation, on behalf of said corporation.



Notary Public's Signature *Lauren Ribert*

## **CONVEYANCE, ASSIGNMENT, BILL OF SALE AND ASSUMPTION AGREEMENT**

This CONVEYANCE, ASSIGNMENT, BILL OF SALE AND ASSUMPTION AGREEMENT, (together with the exhibits and schedules hereto, the "Conveyance") is executed effective as of the Effective Time (as defined below) and is between SAN JACINTO GAS TRANSMISSION COMPANY, a Texas general partnership ("SANJAC"), having as its address 370 - 17th Street, Suite 2500, Denver, Colorado 80202 and Monument Pipeline, LP a Texas limited partnership ("GRANTEE"), having as its address 5847 San Felipe, Suite 1910, Houston Texas, 77057. SANJAC and GRANTEE each may be referred to in this Conveyance individually as a "Party" and collectively as the "Parties."

### **BACKGROUND**

Pursuant to that certain Purchase and Sale Agreement dated November 30, 2005, as amended by instrument dated January 31, 2006, (the "PSA") between the Parties, SANJAC has agreed to grant, bargain, sell, assign, convey, transfer and deliver the Assigned Property (as defined below) unto GRANTEE and its successors and assigns forever, and GRANTEE has agreed to purchase and acquire the Assigned Property from SANJAC, all as more fully described in the PSA.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

#### **I.**

### **GRANT, HABENDUM, RESERVATION AND WARRANTY**

1.1. Grant; Habendum. SANJAC has granted, transferred, bargained, sold, conveyed, and assigned, and does hereby grant, transfer, bargain, sell, convey, and assign to GRANTEE and its successors and assigns forever, for all purposes at and as of 9:00 A.M. Subject Time on January 31, 2006 (the "Effective Time"), all of the properties and assets described on the attached Schedule 2.1(a) (Real Property Interests), Schedule 2.1(b) (Facilities and Certain Personal Property), Schedule 2.1(c) (Assigned Contracts), and Schedule 2.1(d) (Permits) (collectively, the "Assigned Property"); TO HAVE AND TO HOLD unto GRANTEE and unto its successors and assigns forever, subject to the terms, exceptions and other provisions of this Conveyance, the PSA and the instruments through which the Assigned Property is derived.

1.2 Reservation. The Assigned Property specifically excludes, and SANJAC hereby reserves, the Excluded Assets, including those Excluded Assets more particularly described in the attached Schedule 2.2.

1.3 Warranty. Subject to the PSA, the Partial Easement is granted, transferred, bargained, sold, conveyed, and assigned without warranty of title, express or implied



## II. ASSUMPTION OF LIABILITIES

2.1 GRANTEE hereby assumes and agrees to pay, discharge and perform when due all liabilities and obligations constituting the Assumed Obligations, as defined in the PSA. The Assumed Obligations specifically exclude, and SANJAC hereby retains and agrees to pay, discharge and perform when due all of the Retained Liabilities, as defined in the PSA.

## III. MISCELLANEOUS

3.1 Governing Agreement. This Conveyance is expressly made subject to the terms and provisions of the PSA. The delivery of this Conveyance shall not affect, enlarge, diminish, or otherwise impair any of the representations, warranties, covenants, conditions, indemnities, terms, or provisions of the PSA, and all of the representations, warranties, covenants, conditions, indemnities, terms, and provisions contained in the PSA shall survive the delivery of this Conveyance to the extent, and in the manner, set forth in the PSA. In the event of a conflict between the terms and provisions of this Conveyance and the terms and provisions of the PSA, the terms and provisions of the PSA shall govern and control. Nothing in this Conveyance shall, or shall be construed to, prejudice the rights of GRANTEE to contest any claim or demand of any Third Person as fully as SANJAC might have done.

3.2 Successors and Assigns. The provisions of this Conveyance shall bind and inure to the benefit of SANJAC and GRANTEE and their respective successors and assigns.

**3.3 GOVERNING LAW. THIS CONVEYANCE AND THE LEGAL RELATIONS BETWEEN SANJAC AND GRANTEE HEREUNDER SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICTS OF LAW RULE OR PRINCIPLE THAT MIGHT REFER CONSTRUCTION OF SUCH PROVISIONS TO THE LAWS OF ANOTHER JURISDICTION.**

3.4 Exhibits and Schedules. All exhibits and schedules attached hereto are hereby made a part hereof and incorporated herein by this reference. References in such exhibits and schedules to instruments on file in the public records are notice of such instruments for all purposes. Unless provided otherwise, all recording references in such exhibits and schedules are to the appropriate records of the counties in which the Assigned Property is located. For recording purposes, portions of the exhibits and schedules may contain only that portion of the Assigned Property that is real property that is located in the county in which this Conveyance is filed.

3.5 Defined Terms. Any capitalized term not otherwise defined in this Conveyance shall have the meaning set forth for such term in the PSA.

3.6 Captions. The captions and article and section numbers in this Conveyance are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Conveyance.

3.7 Counterparts. This Conveyance may be executed in one or more originals, but all of which together shall constitute one and the same instrument.

This Conveyance is executed to be effective for all purposes as of the Effective Time.

**MONUMENT PIPELINE, LP**

By: MV Pipeline GP, LLC, its general partner

By: [Signature]  
Name: Terry C. Dearing  
Title: Member

**SAN JACINTO GAS TRANSMISSION**

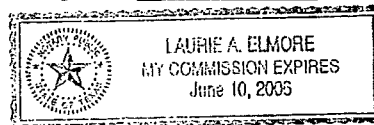
By: DEFS INDUSTRIAL GAS, LLC, its general partner

By: [Signature]  
David F. Garrett  
Vice President

THE STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS         §

This instrument was acknowledged before me on this 31<sup>st</sup> day of January, 2006, by David F. Garrett, as the Vice President of DEFS Industrial Gas, LLC, on behalf of said entity in its capacity as General Partner for San Jacinto Gas Transmission Company.

[Signature]  
Laurie A. Elmore  
Notary Public, State of Texas  
My commission expires: \_\_\_\_\_



THE STATE OF TEXAS

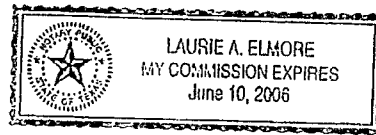
§  
§  
§

COUNTY OF HARRIS

This instrument was acknowledged before me on this 31<sup>st</sup> day of January, 2006, by Jerry C. Dearing, **Member of MV Pipeline GP, LLC, on behalf of said entity in its capacity as General Partner** of Monument Pipeline, LP, a Texas limited partnership, on behalf of said entity.

*Laurie A. Elmore*

Notary Public, State of Texas  
My commission expires:



**Schedule 2.1(b)**  
**to**  
**Conveyance, Assignment, Bill of Sale and Assumption Agreement dated January 31, 2006**  
**from**  
**San Jacinto Gas Transmission Company to Monument Pipeline, LP**

**Schedule 2.1(b)**  
**Facilities and Certain Personal Property**

Line Number	Line Description	Pipeline Status	Pipe Size	Pipe Length in Feet
CB-1	Chocolate Bayou (30A-100)	Active	16.000	64,045.3
CB-1-1	CB1-1	Active	16.000	1,170.9
CB-1-10	Phillips Chocolate Bayou (30A-200)	Active	10.750	10,788.0
CB-1-11	CB-1-11	Active	4.500	588.0
CB-1-12	CB-1-12	Active	4.500	1,377.5
CB-1-13	CB-1-13	Active	4.500	1,440.0
CB-1-14	Phillips Chocolate Bayou (30A-500)	Active	10.750	9,767.0
CB-1-14-1	Phillips Chocolate Bayou (30A-2600)	Active	6.625	4,711.3
CB-1-14-1-1	CB-1-14-1-1	Active	3.500	7,657.7
CB-1-14-2	CB-1-14-2	Active	10.750	797.6
CB-1-15	Phillips Chocolate Bayou (30A-100)	Active	8.625	12,201.0
CB-1-15-1	CB-1-15-1	Active	6.625	1,605.9
CB-1-15-2	CB-1-15-2	Active	6.625	6,574.0
CB-1-15-2-1	CB-1-15-2-1	Active	6.625	1,148.4
CB-1-15-3	CB-1-15-3	Active	6.625	1,313.1
CB-1-4	CB-1-4	Active	16.000	1,266.2
CB-1-5	CB-1-5	Active	16.000	860.4
CB-1-6	CB-1-6	Active	16.000	585.9
CB-1-7	CB-1-7	Active	16.000	1,125.5
CB-1-8	CB-1-8	Active	16.000	1,587.4
CB-1-9	CB-1-9	Active	10.000	2,191.5
CB-1-EXT	Chocolate Bayou (30A-100)	Active	16.000	58,782.0
CB-1-EXT-2	Chocolate Bayou (30A-100)	Active	16.000	50,854.0
CB-1-EXT-3	Chocolate Bayou (30A-100)	Active	16.000	35,608.0
CB-1-EXT-4	Chocolate Bayou (30A-100)	Active	16.000	40,476.0
CB-1-EXT-4	Chocolate Bayou (30A-100)	Active	4.500	12,389.0
CB-1-EXT-5	Chocolate Bayou (30A-100)	Active	4.500	33,809.0
CB-1-EXT-6	Chocolate Bayou (30A-100)	Active	4.500	26,098.0
CB-1-RR	Chocolate Bayou (30A-100)	Active	16.000	5,632.3
CB-2	Sarah White Lateral - (Line 16-W)	Active	4.500	96,908.0
CB-2-1	CB-2-1	Active	4.500	651.9
CB-2-2	CB-2-2	Active	4.500	516.8
CB-2-3	Marshall Lateral - (Line 16-W-2)	Active	4.500	11,302.0
CB-2-5	CB-2-5	Active	4.500	15,713.0
CB-2-5-1	CB-2-5-1	Active	4.500	1,591.2
CB-2-6	Alta Loma Lateral (Line 16W-1)	Active	3.500	4,520.0
SJ-1	Provident City to Hastings Station - (Line 5)	Active	16.000	104,416.6
SJ-1-12	Ship Channel Line - (800-1)		12.750	3,532.0
SJ-1-12	Ship Channel Line - (800-1)		8.625	24,917.0
SJ-1-12	Ship Channel Line - (800-1)		14.000	8,819.0
SJ-1-12-1	Crown Central Lateral - (800-1)		4.500	5,712.5
SJ-1-12-2	Hastings Lateral (Line 2-A-1)		8.625	46,984.7
SJ-1-12-3	IGS TO Lyondell (Line 12)		10.750	900.0
SJ-1-12-3-1	Lyondell (Line 11)		6.625	406.0
SJ-1-12-3-1-1	Phibro (Line 17)		6.625	411.0
SJ-1-13	Clear Lake Extension (Line 5CL)		16.000	26,164.8
SJ-1-13-1	Ensearch - Clear Lake - (Line 9)		8.625	27,814.0
SJ-1-14	Line 18		10.750	300.0
Feet				778,031.4
Miles				147.4

**Schedule 2.1(b)**  
**Facilities and Certain Personal Property**

**Measurement Stations**

<b>Meter Number</b>	<b>Meter Description</b>
41555	Ocean Energy M/M
41589	Texas Independent
41598	Noble/Waller
41599	LGDC/Burns
41600	Petrocorp
41602	Noble/Rainwater
41603	Noble/Roberts
41604	Davis Clear Lake
41607	Cokinos Henck
41608	Davis - Allar #1
41609	Lapis - Moore #1
41618	Aspect/Ratliff
41523	Phillips Chocolate Bayou
41620	Elliott Oil & Gas Tacquard #1
41595	Chocolate Bayou
41601	Chilton
72837	Telco - Clear Lake

**The Following Radio and Communications Equipment**

- 1 FCC license WPUR320 which includes simplex frequency at 956.33125 Mhz
- 2 The VSAT at the Clear Lake Compressor site 330-0928
- 3 The VSAT at the Alvin Tower 330-0842
- 4 The data equipment associated with the field telemetry

(VSAT service is provided by Stratos / Nova-Net in Denver. 303.397.7580 Dick Byrd

**Schedule 2.1(b)**  
**Facilities and Certain Personal Property**  
All San Jac systems use Wonderware as the software application. Wonderware communicates through the Totalflow TDS32 drivers to the licensed radio system

**MISC**

- |   |  |
|---|--|
| 1 | All tools and miscellaneous equipment located on the 2 leased vehicles |
| 2 | Avenue C1/2 Dehydrator   |
| 3 | South Chocolate Bayou Dehydrator (ConocoPhillips yard)                 |
| 4 | Clear Lake Station Separator   |

State of Texas

County of Harris

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared

W. W. Moore Attorney-in-Fact

of Texaco Inc., known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he executed the same as the act and deed of the said Texaco Inc., for the purposes and considerations and in the capacity therein expressed.

Given under my hand and seal of office this 12th day

of March 19 61.

A. L. Humphrey  
Notary Public in and for

Harris County, Texas

A. L. Humphrey

Filed for Record on the 6 day of April A. D. 19 61, at 4 o'clock P. M.

Duly Recorded this the 10 day of April A. D. 19 61, at 4:30 o'clock P. M.

ELLA STUBBLEFIELD, County Clerk,

Fort Bend County, Texas

COMPARED

By Doris Wolf Deputy

ELIZABETH M. O'BRYAN, ET AL  
TO # 126279  
TRUNKLINE GAS CO.

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

THAT, the undersigned, Thomas J. O'Brien, Elizabeth M. O'Brien, a feme sole, Lillian M. Tuffly and husband, Joseph B. Tuffly, Anna Mae Dwyer and husband, Robert H. Dwyer, all of Harris County, Texas, and Anna Rosalie Woodhead and husband, Ben S. Woodhead, of Jefferson County, Texas, (hereinafter called Grantors) for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby GRANT, BARGAIN, SELL, CONVEY and WARRANT unto TRUNKLINE GAS COMPANY, a Delaware Corporation, its successors and assigns, (hereinafter called Grantee), a right of way and easement to construct, lay, maintain, operate, alter, repair, remove, change the size of, and replace one, and only one, pipeline and appurtenances thereto along the right-of-way and easement hereinafter described, for the transportation of oil, gas, petroleum products and any other liquids, gases or substances which can be transported through a pipeline, through, under and across



the lands hereafter mentioned which the undersigned as their interests are vested own, situated in the County of Fort Bend, State of Texas, said easement right-of-way covered hereby being described as follows:

TRACT 1.

A right-of-way easement of an aggregate width of Thirty (30) feet over, through and across that certain tract of land containing 208.2 acres, more or less, out of the Benjamin Osburne Survey, Abst. 390, and the Day Land

and Cattle Co. Survey, Abst. 451, in Fort Bend County, Texas, and being more fully described as Tract 1 in an oil, gas and mineral lease from Elizabeth M. O'Brien et al to O. J. Marten, dated April 8, 1952, recorded in Volume 299, pages 48-51, of the Fort Bend County Deed Records, the limits of said right-of-way easement being more particularly defined as extending Fifteen (15) feet on either side of and parallel to the following line and course.

BEGINNING at a point in the North property line of the above described TRACT 1, said point being 1660 feet East of the Northwest corner of said tract; THENCE South 42 deg. 00 min. East 580 feet to a point; THENCE South 42 deg. 48 min. East 2163 feet to a point in the South property line, said point being 811 feet West of the Southeast corner of said tract.

TRACT 2.

A right-of-way easement of an aggregate width of Thirty (30) feet over, through and across that certain tract of land containing Forty (40) acres, more or less, out of the Benjamin Osburne Survey, Abst. 390, in Fort Bend County, Texas, and being the same property conveyed by Special Warranty Deed from Joe Ternus to Batt O'Brien, dated November 22, 1918, recorded in Volume 79, pages 62-63, of the Deed Records of Fort Bend County, Texas, the limits of said right of way easement being more particularly defined as extending Fifteen (15) feet on either side of and parallel to the following line and course.

BEGINNING at a point in the West property line of said Forty (40) acre TRACT 2, said point being 844.2 feet North of the Southwest corner thereof; THENCE South 42 deg. 48 min. East 1123.4 feet to a point in the South property line, said point being 759 feet East of the Southwest corner of said tract.

The Grantee, its successors and assigns, is hereby expressly given and granted the right to assign said right-of-way and easement herein granted and conveyed, or any interest therein. The same shall be divisible among two or more owners as to any right

or rights granted hereunder, so that each assignee or owner shall have the rights and privileges herein granted, to be owned and enjoyed either in common or in severalty.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, with ingress to and egress from the easement along the right-of-way only, for the purposes herein granted, so long as said rights and easement are used by or are useful to Grantee, in whole or in part.

Grantors reserve unto themselves, their heirs, assigns and permittees, and are here given the right to use the said easement strip for any and all purposes, including farming, ranching or otherwise, provided that no houses, building improvements and structures, lakes, ponds or other pipelines along the right-of-way here authorized, shall be by Grantors or under their authority, placed or constructed on the easement, except that Grantors or those authorized by them, shall have the right to construct and maintain fences, roads, surface drains, and, in case of subdivisional development of Grantors' lands or parts thereof, paved streets, power lines, telephone and telegraph lines, water lines, sewer lines, gas lines and other utilities and appurtenances, across said Thirty (30) foot wide easement right-of-way (as distinguished from running along said easement), provided that Grantors will give the Grantee (which also serves as agent for any assignee) notice by registered mail at least ten (10) days in advance of any such paved street or utility crossings of the right-of-way, indicating the type, manner and place of the same, in order to permit Grantee to supervise the construction of such crossing and to case or otherwise protect its pipeline at such

crossing, if in Grantee's judgment such protection is necessary, but Grantee is not obligated either to lower and/or case its pipeline or otherwise change the grade thereof to permit or accommodate any such crossing, use or development of the adjoining property of Grantors. In the event Grantee should decline to lower and/or case the pipeline where same is required in Grantors' judgment to allow any such crossing, Grantors may as they elect accomplish such crossing in case of paved streets

by bridging or mounding at the place of crossing and in case of utility crossings by tunneling under the pipeline. Grantee is given the right to cut and remove all trees, undergrowth and brush on or encroaching upon the easement that may endanger or interfere with Grantee's operations hereunder provided that should damage result therefrom to Grantors, their heirs, assigns or tenants, in any instance where authorized use of the easement strip is here given, Grantee shall make compensation to the parties as their interests appear for the damages so inflicted. No trees, brush or matter cleared from the right-of-way shall be burned, but same shall be removed from the premises.

Grantee shall make compensation unto Grantors, their heirs, assigns, permittees and tenants, as their interests are vested, for any damage or injury to the easement strip, or property thereon under the authorized usage, as set forth in the paragraph just preceding, or land and property thereon adjoining said right-of-way, which may, among other causes, arise from the operation, maintenance, inspection and repair of said pipeline, and from altering, removing, changing the size of and replacing such pipeline and damage due to blowouts or escaping gas or other substances transported through such pipeline. Grantee covenants that it has buried said pipeline (and shall bury any replacement pipeline) so that no portion thereof lay closer than 30 inches to the ground level as existing before the laying of the line; upon completion of any operations upon the easement strip, Grantee shall restore the surface of the land as near as possible to the condition existing before such operations. Grantee will conduct its operations in such manner that no diversion of natural drainage of waters shall be accomplished and so that no impounding of surface waters shall result therefrom.

Grantee shall never have the right to fence off the easement strip so as to separate it from the adjoining land of Grantors. Where passage through fenced areas is required, the Grantee agrees to conduct its operations in such manner that livestock may be contained. No authority is here given Grantee to place, construct or maintain any structure on or above the surface of the right-of-way, except that Grantee may place pipe-

line markers and/or vents on the easement strip along outside fence or property lines and in case of subdivisional development, pipeline markers at street crossings of the easement, and, further, that Grantee is hereby authorized to place and maintain on the easement described in TRACT 2 above the over-ground valve structure now located thereon, together with any modifications or replacements thereof, which may be enclosed by Grantee's fence, provided that any such modifications or replacements of said valve structure shall be limited to the area now occupied thereby. No right to hunt, fish or trap is here conferred upon Grantee, and no firearms shall be brought upon

the easement by Grantee or its representatives.

Notwithstanding that only an easement is here given, Grantors reserve unto themselves, their heirs and assigns, all oil, gas, sulphur and any and all other minerals, similar or dissimilar, in place in and under and that may be produced from the land included in said easement right-of-way, with the right to prospect for, explore and procure any mineral therefrom, individually or through mineral leases or mineral development contracts, provided that no well or mine for the production of any mineral shall be located on said easement right-of-way by the Grantors or under authority given by them after July 30, 1959.

The Grantee's right of ingress and egress during all operations hereafter shall be limited to said easement strip, and no authority is here given to allow use by Grantee of the adjoining lands of Grantors. The Grantee may at no time avoid or be relieved of any obligation imposed under this instrument for the reason that any acts or omissions concerned therewith were performed by or may be attributable to an independent contractor, or an agent of the Grantee, employee, servant, successor or assignee.

Grantee shall indemnify and hold Grantors, their heirs and assigns, harmless from any and all claims, liabilities or damages of whatever kind or character which may arise from or be connected with the operations of Grantee, its successors or

assigns, or any of its acts or omissions concerned therewith upon, along or in the area of said easement right-of-way, and, if suit is brought against Grantors or any of them upon such

claims, liabilities or damages, Grantors and each of them agree to forward immediately to Grantee, by registered mail, every demand, notice, summons or process received by Grantors or any of them. In case of permanent abandonment by the Grantee, its successors and assigns, of this easement for the purposes covered hereby, said easement and right-of-way here authorized shall revert and pass to the Grantors, their heirs and assigns.

This agreement shall be binding upon all parties hereto, their heirs, legal representatives, successors or assigns, as the case may be, and all of the rights, estates, benefits or duties hereof shall pass or inure to and be obligations of such heirs, legal representatives, successors, assigns or partial assigns. The acceptance hereof by Grantee shall be adequate evidence of its agreement to and assumption of all obligations imposed upon it as herein provided.

The warranty here made by Grantors shall be in all things subject to the following to the extent of any conflict: Any mineral lease existing as of July 30, 1959, and continuing in effect to this time, and any drainage or pipeline easement in effect as of said date and now of binding force.

IN WITNESS WHEREOF, we have hereunto set our hands as of the 23rd day of February, 1961, in duplicate originals, the executed acknowledged carbon copy having the same force, effect and dignity as the original.

Elizabeth M. O'Brien  
ELIZABETH M. O'BRIEN

Thomas J. O'Brien  
THOMAS J. O'BRIEN

Joseph B. Tuffly  
JOSEPH B. TUFFLY

Lillian M. Tuffly  
LILLIAN M. TUFFLY

Robert H. Dwyer  
ROBERT H. DWYER

Anna Mae Dwyer  
ANNA MAE DWYER

Ben S. Woodhead  
BEN S. WOODHEAD

Anna Rosalie Woodhead  
ANNA ROSALIE WOODHEAD

THE STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Thomas J. O'Brien, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office, this the 3 day of March, A. D. 1961.

Ernest D. Roberts  
ERNEST D. ROBERTS  
Notary Public in and for  
Harris County, Texas

THE STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Elizabeth M. O'Brien, a feme sole, known to me to be the person whose name is subscribed to the foregoing instrument, 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 4th day of March, A. D. 1961.

Chas E. Raymond  
Notary Public in and for  
Harris County, Texas  
Notary Public in and for Harris County, Texas

THE STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Joseph B. Tuffly and wife, Lillian M. Tuffly, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed; and the said Lillian M. Tuffly, wife of the said Joseph B. Tuffly, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Lillian M. Tuffly, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN under my hand and seal of office, this the 4th  
day of March, A. D. 1961.

Chas. E. Raymond  
Notary Public in and for  
Harris County, Texas

CHAS. E. RAYMOND  
Notary Public in and for Harris County, Texas

THE STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Robert H. Dwyer and wife, Anna Mae Dwyer, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed; and the said Anna Mae Dwyer, wife of the said Robert H. Dwyer, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Anna Mae Dwyer, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN under my hand and seal of office, this the 7th  
day of March, A. D. 1961.

Cynthia Bernison  
Notary Public in and for  
Harris County, Texas

CYNTHIA BERNISON  
Notary Public, in and for Harris County, Texas

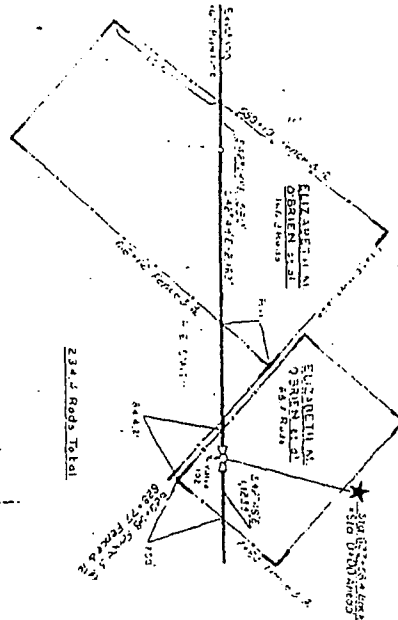
THE STATE OF TEXAS  
COUNTY OF JEFFERSON

BEFORE ME, the undersigned authority, on this day personally appeared Ben S. Woodhead and wife, Anna Rosalie Woodhead, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed; and the said Anna Rosalie Woodhead, wife of the said Ben S. Woodhead, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Anna Rosalie Woodhead, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN under my hand and seal of office, this the 1st  
day of March, A. D. 1961.

E. M. [Signature]  
Notary Public in and for  
Jefferson County, Texas

**FT. BEND COUNTY, TEXAS**  
 GEN'L OFFICE, A-350  
 DAY LANCER CO. A-231 (Fort Bend Co.)  
 T. H. R. A-222



234.2 Rods	Alignment Sheet
61-30-10-22	Alignment Sheet
TRUNKLINE GAS COMPANY	REFERENCE BEARING A-1
SHOWING PROPOSED PIPELINE	
CROSSING ELIZABETH M. O'BRIEN ET AL. PROPERTY	
FOOT BEND COUNTY, TEXAS	
DATE 1-1-1950	BY J. H. R.
CHECKED BY J. H. R.	DATE 1-1-1950
APPROVED BY J. H. R.	DATE 1-1-1950
FILED IN 1-1-1950	PP-304-10-1-1



Filed for Record on the 7 day of April A. D. 1961, at 8 o'clock AM.  
 Duly Recorded this the 10 day of April A. D. 1961, at 4:30 o'clock PM.

ELLA STUBBLEFIELD, County Clerk,  
 Fort Bend County, Texas

COMPARED

By Louis Zusef Deputy

GEORGE S. GAYLE, ET UX  
 TO # 126280  
 TRUNKLINE GAS CO.

THE STATE OF TEXAS )  
 )  
 COUNTY OF FORT BEND )

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned, George S. Gayle and wife, Jane Colley Gayle, of Harris County, Texas, (hereinafter called Grantors), for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby GRANT, BAROAIN, SELL, CONVEY and WARRANT unto TRUNKLINE GAS COMPANY, a Delaware Corporation, its successors and assigns, (hereinafter called Grantee), a right-of-way and easement to construct, lay, maintain, operate, alter, repair, remove, change the size of, and replace one, and only one, pipeline and appurtenances thereto along the right-of-way and easement hereinafter described, for the transportation of oil, gas, petroleum products and any other liquids, gases or substances which can be transported through a pipeline, through, under and across the lands hereafter mentioned which the undersigned as their interests are vested own, situated in the County of Fort Bend, State of Texas, said easement right-of-way covered hereby being described as follows:

A right-of-way and easement forty feet (40') in width over and through a tract of land containing 462.77 acres, more or less, out of the John McDonald Survey, A-291, Fort Bend County, Texas, and being the same property conveyed by deed dated September 10, 1952, recorded in Volume 303, Pages 125-128 of the Deed Records of Fort Bend County, Texas, to George S. Gayle and wife, Jane Colley Gayle, the limits of said right-of-way being twenty five feet (25') Northeasterly and fifteen feet (15') Southwesterly from and parallel to the following described reference line:

BEGINNING at a point in the North property line of the above described tract, said point being 759 feet East of the Northwest corner thereof;

considerations therein expressed. GIVEN UNDER MY HAND and SEAL  
OF OFFICE this the 20 day of July, 1959.

Andrew C. Brown  
NOTARY PUBLIC in and for  
Harris County, Texas

Filed for Record on the 5 day of August A. D. 1959, at 4:45 o'clock P.M.  
Duly Recorded this the 11 day of August A. D. 1959, at 4:26 o'clock P.M.

ELLA STUBBLEFIELD, County Clerk,  
Fort Bend County, Texas

By Doris G. Wolf Deputy

### COMPARED

R. E. SMITH  
TO #117983  
TRUNKLINE GAS CO.

### RIGHT-OF-WAY AGREEMENT

THE STATE OF TEXAS  
COUNTY OF FORT BEND } ss.

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, \_\_\_\_\_

R. E. Smith

(hereinafter called GRANTOR, whether one or more), for and in consideration of One Dollar in hand paid, receipt of which is hereby acknowledged, and the further consideration of One Dollar (\$1.00) per linear rod to be paid before the first pipe line is laid, does hereby grant, bargain, sell, convey, and warrant unto TRUNKLINE GAS COMPANY (a Natural Gas Company under the Act of Congress of June 21, 1938, 15 U.S.C.A. 717) a Delaware corporation, its successors and assigns (hereinafter called GRANTEE), a right-of-way and easement to construct, lay, maintain, operate, alter, repair, remove, change the size of, and replace pipe lines and appurtenances thereto (including without limitation Cathodic Protection equipment) for the transportation of oil, gas, petroleum products or any other liquids, ~~gases or substances which can be transported through pipe lines, the Grantee to have the right to select, change, or alter the route under, upon, over, and through lands which the undersigned owns or in which the undersigned has an interest,~~ situated in the County of Fort Bend State of Texas, described as follows:

**FIRST TRACT:** That certain tract of land conveyed by Warranty Deed by Batt O'Brien to R. G. Lohr and G. A. Wittman, October 21, 1911, recorded in the Deed Book No. 62, page 557, Fort Bend County Deed Records to which reference is hereby made, and made a part hereof and containing 180.3 acres of land, and by field note as follows:

**BEGINNING** at an iron stake set in the West line of the Clodine Public Road 30 feet West of its center line and on the South line of the 335 acre tract purchased by Batt O'Brien from H. F. Ring;

**THENCE** West following a fence line erected on the South line of said tract, 4233 feet to this SW corner

**THENCE** North 0° and 51' West following the fence erected on the west line of said tract 1849.2 feet to an iron stake for corner;

**THENCE** East 4259 feet to an iron stake set in the West line of the Clodine Public Road for a corner;

**THENCE** South along the West line of said road being parallel with and 30 feet West of its center line 1849.2 feet to the place of beginning, and containing in all 180.3 acres of land.

**SECOND TRACT:** All that certain tract or parcel of land described in Warranty Deed from H. F. Ring to R. G. Lohr and G. A. Wittman, dated December 8, 1902, recorded in the Deed Book No. 24, page 662, Fort Bend County Deed Records, save and excepting that portion described in the above mentioned deed which was conveyed by Warranty Deed to Batt O'Brien by R. G. Lohr and Mary Lohr and G. A. Wittman, under date of October 14, 1911, said amounts being conveyed in this deed to Batt O'Brien being 180.3 acres leaving out of the 400 acres conveyed in this deed to R. G. Lohr and G. A. Wittman by H. F. Ring a balance of 219.7 acres and being the amount described in this second tract. The said 219.7 acres being more particularly described as follows:

**COMMENCING** at the SE corner of the 180.3 acres first described in this deed, said starting point being 30 feet West of the center of Public Road;

**THENCE** South 2227.9 feet to the SE corner;

**THENCE** West 4161 feet for the SW corner;

**THENCE** North 0° and 50° West 2227.9 feet for the NW corner;

**THENCE** East 4233 feet to the Place of Beginning, containing 219.7 acres,

being the same 2 tracts of land described in that certain warranty Deed from City Investment Company to Leslie E. Hall dated September 26, 1936, recorded in Vol. 192, Page 430, Deed Records of Fort Bend County, Texas

Said right-of-way shall be 50 feet in width during the period of construction and shall revert to 30 feet thereafter, being 15 feet on either side of the pipe line as constructed. The 50 foot right-of-way shall be 15 feet on the NE side and 35 feet on the SW side of the following described line:

Beginning at a point in the North property line of the R. E. Smith 400 acre tract more fully described in Vol. 192, page 430 of the Fort Bend County Deed Records, said point being 810.8 feet west of the NE corner, thence S 42° 55' East 1212 feet to a point in the east property line 889.0 feet south of the NE corner of said tract. Said line is shown on attached plat "Exhibit A" which is made a part of this agreement.

more fully described in deed \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_  
recorded in Volumes 321, Page 203-207, Deed Records of said County and State, to which reference is here made.

~~By the terms of this agreement, Grantee has the right to lay, construct, maintain, operate, alter, repair, remove, change the size of, and replace at any time or from time to time one or more additional lines of pipe and appurtenances therein, said additional lines not to necessarily parallel any existing line laid under the terms of this agreement. Provided, however, that for each additional line laid after the first line is laid hereunder, Grantee shall pay Grantor, his heirs or assigns, One Dollar (\$1.00) per linear rod of additional pipe line laid under, upon, over or through said hereinafore described property.~~

The Grantee, its successors and assigns, is hereby expressly given and granted the right to assign said right-of-way and easement herein granted and conveyed, or any part thereof, or interest therein. The same shall be divisible among two or more owners as to any right or rights granted hereunder so that each assignee or owner shall have the rights and privileges herein granted, to be owned and enjoyed either in common or in severally.

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns, with ingress to and egress from the premises for the purposes herein granted.

The said Grantor is to fully use and enjoy said premises except for the purposes herein granted to the said Grantee and provided the said Grantor shall not construct or permit to be constructed any house, structures or obstructions on or over or that will interfere with the construction, maintenance or operation of any pipe line or appurtenances constructed hereunder and will not change the grade of such pipe line.

Grantee hereby agrees to bury all pipes to a sufficient depth so as not to interfere with cultivation of the soil and agrees to pay for any damage to growing crops and fences which may arise from the construction, maintenance and operation of said lines. Said damage, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons, one thereof to be appointed by said Grantor, one to be appointed by the Grantee, its successors or assigns, and the third to be chosen by the two persons appointed as aforesaid. The written award of such three persons shall be final and conclusive.

It is mutually understood and agreed that this agreement as written covers all the agreements and stipulations between the parties and that no representations or statements, oral or written, have been made modifying, adding to, or changing the terms hereof.

All payments hereunder may be made by check or draft of Grantee direct or by mail to Grantor at \_\_\_\_\_

\_\_\_\_\_ or to \_\_\_\_\_  
at \_\_\_\_\_, who is hereby appointed agent and is authorized to receive and receipt for the same; or, at the option of Grantee, such payments may be made by depositing the same in \_\_\_\_\_ Bank, at \_\_\_\_\_

IN WITNESS WHEREOF, the Grantors herein have executed this conveyance this \_\_\_\_\_ day of \_\_\_\_\_, 1957.

WITNESSES

*Mr. Peggy R. Jr.*

*L. E. Smith*

THE STATE OF TEXAS }  
COUNTY OF HARRIS }

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

*R. E. Smith*  
known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this 16 day of July, 1957.

FLORIANE M. McNEILL

Notary Public, in and for Harris County, Texas  
My Commission Expires June 1, 1961

*Floriane M. McNeill*  
Notary Public in and for Harris County, Texas

# FT. BEND COUNTY, TEXAS

BENJ. OSBURN A-390

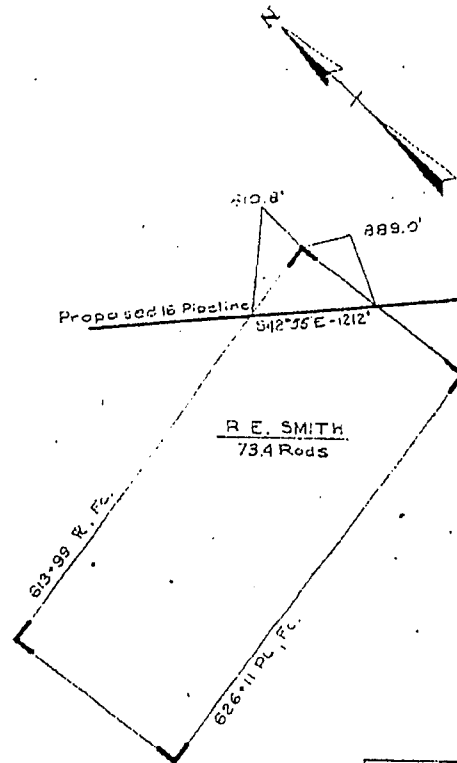


EXHIBIT A

CU-30A-101-2	Alignment Sheet
DWG. NO.	REFERENCE DRAWING
TRUNKLINE GAS COMPANY ENGINEERING DEPARTMENT HOUSTON, TEXAS	
PROPERTY PLAT SHOWING PROPOSED PIPELINE CROSSING R. E. SMITH PROP. FT. BEND CO., TEXAS	
SCALE 1"=100'	APPD. CH. DR.
DRAWN V.E.S.	APPD. ENGR 71
CHECKED C.W.	APPD. CHENGR
W.O. NO.	FIELD BOOK NO.
350 P. 3	PP-30A-101-2

Filed for Record on the 6 day of August A. D. 1957, at 8 o'clock A. M.  
Duly Recorded this the 11 day of August A. D. 1957, at 4:30 o'clock P. M.

ELLA STUBBLEFIELD, County Clerk,  
Fort Bend County, Texas

By Louis H. May Deputy