

24C

**STANDARD UTILITY AGREEMENT
ACTUAL COST – FORT BEND COUNTY**

County: Fort Bend
Project No.: 729
Road Project Letting Date: 3/2012

Road: Old Richmond Road
Limits: From: Boss Gaston
To: West Airport

This Agreement by and between Fort Bend County, Texas, ("**County**"), acting by and through its duly authorized official, and Kinder Morgan Tejas Pipeline, LLC, acting by and through its duly authorized representative, ("**Owner**"), shall be effective on the date of approval and execution by and on behalf of the **County**.

WHEREAS, the **County** has determined that it is necessary to make certain improvements to Old Richmond Road, which said changes are generally described as follows: rehab existing 2-lane rural roadway and add shoulders.

WHEREAS, these proposed roadway improvements will necessitate the adjustment, removal, and/or relocation of certain facilities of **Owner** as indicated in the following statement of work: Kinder Morgan will remove 13 degree bend and install straight pipe and two 45 degree bends to be able to install approximately 25 feet of 24" casing pipe and such work is described in **Owner's** Estimate (estimated at \$241,000.00), which is attached hereto and made a part hereof, and which is prepared in form and manner required by 23 CFR 645, Subpart A, and amendments thereto; and

WHEREAS, the **Owner**, has provided sufficient legal authority to the **County** to establish an interest in properties affected by the abovementioned roadway improvements. Said facilities are located upon such properties as indicated in the statement of work as described in Exhibit "A".

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

The **County will pay** for reasonable and necessary eligible costs incurred in the adjustment or relocation of **Owner's** facilities to the extent authorized under Title 23, Code of Federal Regulations, Part 645, Subpart A. The **County's** participation shall consist of one hundred percent (100%) of the cost of the adjustment or relocation.

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

- (1) Actual direct and related indirect eligible costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
- (2) Actual direct and related indirect eligible costs accumulated in accordance with an established accounting procedure developed by the **Owner** and approved by the **County**.

Subject to the participation percentage as set out above, the **County** will, upon satisfactory completion of the adjustment or relocation, and upon receipt of a final billing prepared in the form and manner prescribed by Federal regulations, make payment in the amount of one hundred percent (100%) of the eligible costs as shown in the final billing.

Reasonable and necessary bills for work completed herein shall be submitted to the **County** not later than ninety (90) days after completion of the work. Upon receipt of the final billing and conclusion of the audit, the **County** agrees to pay **Owner** one hundred (100%) of the eligible cost as indicated. The **County** shall make payment within 45 days of acceptance of the final billing.

5-24-12 copy received

In the event there is a substantial change for the statement of work contained in Exhibit "A", reimbursement is limited to the amount approved pursuant to this agreement and its attached exhibits unless written approval is obtained from the **County**. All changes shall be documented on the **Owner's** "as-built" plans supplied to the **County**. **County** shall reimburse **Owner** for any additional cost or expense resulting from any delays waiting for **County's** written approval.

Upon execution of this agreement by all parties, the **County** will, by written notice, authorize the **Owner** to proceed with the necessary adjustment or relocation, and the **Owner** agrees to prosecute such work diligently in accordance with the **Owner's** plans. Such plans are attached as Exhibit "B". **Owner** shall provide the **County** with forty-eight (48) hours written notice prior to proceeding with the adjustment or relocation and agrees to proceed in such a manner that will not result in avoidable delay or interference with the **County's roadway** construction. Should **Owner** by its actions cause interference or delay resulting in the imposition of damages upon the **County** by a third party, **Owner** agrees to be responsible for said damages. Such authorization to proceed shall constitute notice on the part of the **County** that the relocation has been included in an approved program as an item of right of way acquisition, that a project agreement which includes the work has or will be executed, and that the utility relocation or adjustment will be required by the final approved project agreement and plans.

The **Owner** will retain records of such eligible costs in accordance with the provisions of 23 CFR Part 645, Subpart A.

The **Owner**, by execution of this agreement, does not waive any rights to which **Owner** may legally have within the limits of the law.

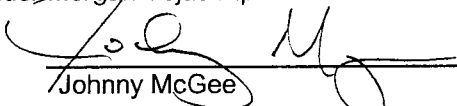
This agreement is subject to cancellation by the **County** at any time up to the date that work under this agreement has been authorized. **County** shall reimburse **Owner** 100% of all reasonable and necessary cost incurred by **Owner** up to the date of receipt of Notice of Cancellation.

The **County Auditor** may conduct an audit or investigation of any entity receiving funds from the **County** directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the **County Auditor**, to conduct an audit or investigation in connection with those funds.

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

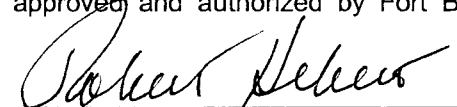
The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

UTILITY

Owner: Kinder Morgan Tejas Pipeline LLC	
<input type="checkbox"/> Executed and approved by Kinder Morgan Tejas Pipeline LLC for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by Kinder Morgan Tejas Pipeline LLC.	
By:	
	Johnny McGee
Title:	Attorney-in-Fact
Date:	5/14/12

Handwritten initials

COUNTY

Fort Bend County	
Executed and approved by Fort Bend County for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by Fort Bend County.	
By:	
	Robert Hebert
Title:	County Judge, Fort Bend County
Date:	5-22-2012

Fort Bend County Project: #729
Utility: Kinder Morgan Tejas Pipeline, LLC
Utility Project Number:
Roadway: Old Richmond Road
Eligibility Ratio: 100%

EXHIBIT A

INCLUDES:

Scope of Work: Work Description: Remove 13 degree bend and install straight pipe and two 45 degree bends to be able to install approximately 25 feet of 24" casing pipe

Summary Estimate

Labor Estimate

Materials Estimate

Voucher Estimate (if applicable)

KINDER MORGAN							
PROJECT NAME				COMPANY NO.	544		
COMPANY NAME	TEJAS			PREPARED BY	Burrel Thomas		
REQUESTED BY	Burrel Thomas			ORIGINAL EST. DATE	04/30/12		
ESTIMATE NO.	CE100			CONSTRUCTION CONTINGENCY	10.0%		
REVISION NO.	-			OVERHEAD	10.0%		
REVISION DATE	-			AFUDC	7.50%		
PROJECT MANAGER	Burrel Thomas			TAX GROSS UP	24.0%		
Casing Extension SCOPE:	Remove 13 degree bend and install straight pipe and two 45 degree bends to be able to install approximately 25 feet of 24" casing pipe						
	Scope 2						
	Scope 3						
	Scope 4						
	Scope 5						
ASSET CAPABILITIES:	Volumes @ ### psi			Pressure			
	Minimum	Maximum	MMCFD	Minimum	MAOP	Normal Operating	psig
			MMCFD			Delivery Pressure	psig
Metrics	Dia	24					
	Miles	10					
	Contractor Cost =	\$	2.38 /FT				
	Total Cost =	\$	4.66 /FT				
		\$	912.92 /Dia inch/mile				
ESTIMATE SUMMARY							
	Casing Extension	TAB 2	TAB 3	TAB 4	TAB 5	TOTAL	
MATERIAL (INCL SALES TAX)	\$ 23,900					\$ 23,900	
TOTAL COMPANY COST	\$ 12,800					\$ 12,800	
PRIMARY CONSTRUCTION CONTRACTOR	\$ 125,900					\$ 125,900	
SECONDARY CONTRACTOR	\$ -					\$ -	
PROFESSIONAL ENGINEERING	\$ 3,800					\$ 3,800	
INSPECTION SERVICES	\$ 28,600					\$ 28,600	
RADIOGRAPHY SERVICES	\$ -					\$ -	
ENVIRONMENTAL CONTRACTOR	\$ -					\$ -	
ELECTRICAL & INSTRUMENTATION	\$ -					\$ -	
RIGHT OF WAY CONTRACTOR	\$ -					\$ -	
SURVEY CONTRACTOR	\$ -					\$ -	
OUTSIDE LEGAL SERVICES	\$ -					\$ -	
ROW & DAMAGES	\$ 2,200					\$ 2,200	
PERMIT FEES	\$ 2,000					\$ 2,000	
GAS LOSS	\$ -					\$ -	
SUBTOTAL	\$ 199,200					\$ 199,200	
CONSTRUCTION CONTINGENCY	\$ 19,900					\$ 19,900	
AFUDC	\$ 5,200					\$ 5,200	
SUBTOTAL	\$ 224,300					\$ 224,300	
CAPITALIZED OVERHEAD (BURDEN)	\$ 21,900					\$ 21,900	
TAX GROSS UP	\$ -					\$ -	
GROSS ESTIMATED COST	\$ 246,200					\$ 246,200	
PRELIMINARY							
Do not remove until final							
ASSUMPTIONS							
Include (Yes/No)	Assumptions						
Yes	See Assumptions Tab						
Revision	Date	Notes			Approval	Name	Date
					PM		
					Director		
					VP		
AUTHORITY LEVELS:							
< \$100,000 PROJECT MANAGER							
\$100,000 to \$5,000,000 DIRECTOR & LARRY GARNER							
> \$5,000,000 DIRECTOR AND VP							
Rev:	#REF!						

241,000.00
518

Fort Bend County Project: #729
Utility: Kinder Morgan Tejas Pipeline, LLC
Utility Project Number:
Roadway: Old Richmond Road
Eligibility Ratio: 100%

EXHIBIT B

INCLUDES:

Plan of Adjustment Drawings

Fort Bend County Project: #729
Utility: Kinder Morgan Tejas Pipeline, LLC
Utility Project Number:
Roadway: Old Richmond Road
Eligibility Ratio: 100%

EXHIBIT C

INCLUDES:

Easement or Fee Title Documents
Eligibility Calculation

ELIGIBILITY CALCULATION:

- 1) 24" Split steel casing over exist 20" line
 - a. 100% of this installation takes place in new or proposed right-of-way; therefore, the adjustment is considered 100% reimbursable for all eligible and reasonable costs.

Perry Abernathy
To: Pan American Gas Co.

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RIGHT OF WAY AGREEMENT

THE STATE OF TEXAS
COUNTY OF FORT BEND

KNOW ALL MEN BY THESE PRESENTS:

joined herein by his wife, TOMMIE M. ABERNATHY,
That PERRY ABERNATHY, of Fort Bend County, Texas, hereinafter called Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration cash in hand paid, receipt of which is hereby acknowledged, does hereby grant, sell and convey unto PAN AMERICAN GAS COMPANY, a corporation, its successors and assigns, hereinafter called Grantee, a right-of-way and easement to lay, construct, maintain, operate, replace, change, and remove a pipeline for the transportation of oil, gas, water, petroleum products, or any other liquids, gases, or substances which can be transported through a pipeline, with all incidental equipment, said right-of-way and easement being situated in the county of Fort Bend, State of Texas, and described as follows:

PA 2ma
A right-of-way and easement 30 feet in width across 109.31 acres of land, more or less, out of the M. M. Battle Survey, Abstract No. A-9, in Fort Bend County, said 109.31 acre tract being the same land conveyed by Mrs. Hazel Abernathy to Perry Abernathy by deed dated March 14, 1960, recorded Volume 402, page 291, Fort Bend County Deed Records, said right-of-way being 30 feet in width and being 10 feet in width on each side of a center line described as follows:

PA 2ma
BEGINNING at a point in the most northerly North line of the above referred to 109.31 acre tract of land, said point being 41.5 feet West along said line from the most northerly Northeast corner; THENCE, South 49 deg. 17 min. East a distance of 54 feet to a point of exit, said point being 33.3 feet South of the most northerly Northeast corner, then re-entering said 109.31 acre tract of land at a point in the most easterly North line of said property, said point being 847.5 feet West along said line from the most easterly Northeast corner; THENCE, South 49 deg. 17 min. East a distance of 1118 feet to a point in the East line of said property, said point being 698.6 feet South along said line from the most easterly Northeast corner of said 109.31 acre tract of land.



The permanent right-of-way is 30 feet in width, and in addition thereto, during initial construction of the pipeline, Grantee shall have the right to use an additional 15 feet adjoining said permanent right-of-way. *PA 2ma*

TO HAVE AND TO HOLD said right-of-way and easement unto the said Grantee, its successors and assigns, for the purposes herein granted.

GRANTOR expressly reserves the right to himself, his heirs and assigns to extend, lay out and improve drives, streets, roads, and utility easements, across (as distinguished from along) the easement herein granted.

If any railroad, highway or other similar facility is constructed across said right-of-way by third parties (other than Grantor or his successor in title as owner of the land), and it thereby becomes necessary to encase or otherwise protect Grantee's pipeline, such encasement or other protective work shall be installed and performed by Grantee, at no expense to Grantor, provided, however, Grantee does not hereby surrender or waive any legal rights it may have at any time to claim against and collect from parties other than Grantor, or his successor in title as owner of the land.

Grantor shall have the right to use and enjoy the above described premises, provided, however, Grantor shall not exercise such use and enjoyment in a manner that will impair or interfere with the exercise by Grantee of any of the rights herein granted. Grantor agrees not to build, create, construct or

or permit to be built, created or constructed, any obstruction, building, lake, engineering works, or other structure over or on the right-of-way herein granted, with the exception of drives, streets, roads and utility easements as above provided.

Grantee agrees that during the period of construction of the pipeline hereunder, or any subsequent altering, removing, or replacing of any such pipeline, it will, if requested to do so, leave or arrange for reasonable crossings over said right-of-way for the cattle and livestock of Grantor and his tenants and lessees.

Grantee agrees that where its pipeline crosses any existing drainage ditch, the pipeline shall be buried at the place of crossing such ditch to such a depth that the top of said pipe shall be at least 24 inches below the lowest point of the channel of such drainage ditch at the point of crossing. Grantee further agrees not to dam, block, or obstruct any existing drainage ditches or creeks located on said land, and also agrees to repair or replace any fences, levees or banks disturbed or damaged by Grantee's operations on said land.

Grantee hereby agrees to pay any damages which may result from its acts and/or omissions in laying, maintaining, operating, replacing, changing or removing said pipeline, said damage, if any, if not mutually agreed upon to be ascertained and determined by three disinterested persons, one of whom shall be appointed by the owner of said lands, his heirs or assigns, one by Grantee, its successors and assigns, and the third by the two so appointed, as aforesaid; and the award of such three persons shall be final and conclusive.

It is agreed that any payment due hereunder may be made direct to said Grantor or any one of them. The terms, conditions and provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, administrators, successors, assigns and legal representatives. The right-of-way herein granted may be leased or assigned in whole or in part.

It is specifically agreed that the easement herein granted does not include the right to maintain any above-ground installation.

This right-of-way and easement is made and accepted subject to the existing right-of-way of Houston Pipe Line Company.

EXECUTED this 21st day of July, 1967.

Tommie M. Abernathy
TOMMIE M. ABERNATHY

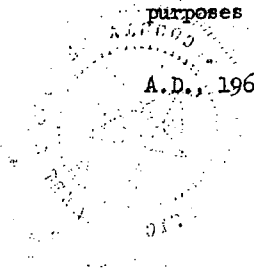
Perry Abernathy
PERRY ABERNATHY

STATE OF TEXAS
COUNTY OF Harris

BEFORE ME, the undersigned authority, on this day personally appeared PERRY ABERNATHY, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21st day of July, A.D., 1967.

Emory T. Carl
Notary Public in and for
Harris County, Texas.



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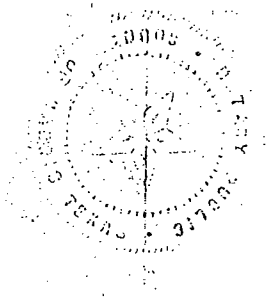
THE STATE OF TEXAS
COUNTY OF Harris

BEFORE ME, the undersigned authority, on this day personally appeared TOMMIE M. ABERNATHY, wife of PERRY ABERNATHY, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said TOMMIE M. ABERNATHY, 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 21st day of July, A.D., 1967.

Emory T. Carl
Notary Public in and for
Harris County, Texas.

EMORY T. CARL
Notary Public in and for Harris County, Texas



FILED FOR RECORD
NO. _____ TIME: 3:45 PM

AUG 9 1967

Ella Macek
COUNTY CLERK, Fort Bend County, Texas

STATE OF TEXAS COUNTY OF FORT BEND
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of Fort Bend County, Texas as stamped hereon by me. on



AUG 11 1967

Ella Macek
COUNTY CLERK, Fort Bend
County, Texas