

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

County: Fort Bend  
Project No.: 719  
Road Project Letting Date: 3/2012

Road: Burney Road  
Limits: From: Voss Road  
To: Florence Road

This Agreement by and between Fort Bend County, Texas, (“**County**”), acting by and through its duly authorized official, and Houston Pipe Line Company LP, acting by and through its duly authorized representative, (“**Owner**”), shall be effective on the date of approval and execution by and on behalf of the **County**.

**WHEREAS**, the **County** has determined that it is necessary to make certain improvements to Burney 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: HPL will and such work is described in **Owner’s** Estimate (estimated at \$561,802), which is attached hereto and made a part hereof, and which is prepared in form and manner required by 23 CFR 645, Subpart A, and amendments thereto; and

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

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

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

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

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

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

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

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

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

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

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

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

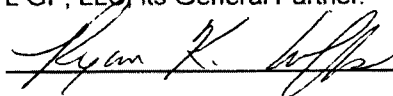
The County Auditor may conduct an audit or investigation of any entity receiving funds from the County directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as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


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

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

**UTILITY**

**COUNTY**

<b>Owner: Houston Pipeline Company, LP</b>	
Executed and approved by Houston Pipeline Company, LP for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by Houston Pipeline Company, LP	
By: HPL GP, LLC, its General Partner.	
By:	
Title:	<u>EVP. Operations</u>
Date:	<u>5/24/12</u>

<b>Fort Bend County</b>	
Executed and approved by Fort Bend County for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by Fort Bend County.	
By:	
Title:	<u>Judge, Fort Bend County</u>
Date:	<u>June 26, 2012</u>

Fort Bend County Project: 719  
Utility: Houston Pipeline Company, LP  
Utility Project Number: 19112226  
Roadway: Burney Road  
Eligibility Ratio: 100%

## EXHIBIT A

### INCLUDES:

Scope of Work: HPL plans to utilize the normal resources required to design, procure & handle materials, construct, and install 36" split casing around 30" pipeline, and 26" split casing around 20" pipeline, each approximately 40 ft, on the West side of Burney Road, including related vent pipes, insulators, link seals, and wrap around boots. In addition, the existing vents on each casing will be replaced and relocated with 3" vent pipes to extend vents approximately 10 ft to a location 3 ft outside the Burney Road ROW on the East side to preclude interference with proposed road improvements, and a concrete protective cap will be installed over the existing 36" casing at proposed concrete box culvert crossing. This work is to accommodate Burney Road Extension project by Fort Bend County, Sta. 118+50 to Sta. 123+00, Sheet 25 of 191.

Summary Estimate

Labor Estimate

Materials Estimate

Voucher Estimate (if applicable)

**Exhibit "A" – Scope of Work**

**HOUSTON PIPE LINE COMPANY LP**

**PEARLAND-KATY 30" & HOUSTON WEST LOOP 20" PIPELINE CASING PIPE EXTENSIONS  
ASSOCIATED WITH FORT BEND COUNTY'S BURNEY ROAD WIDENING IMPROVEMENT  
PROJECT**

**May 23, 2012**

**AFE No.: 19112226**

**PROJECT OVERVIEW:**

Fort Bend County has requested that Houston Pipe Line Company, LP (HPL) extend the existing 36" and 26" casing pipes on HPL's existing PEARLAND-KATY 30" & HOUSTON WEST LOOP 20" pipelines to accommodate their proposed Burney Road Widening Project in Fort Bend County, Texas. The physical location of the project is at Burney Road approximately 300 ft South of W. Airport Blvd, Sugar Land, Texas. The location is depicted on drawing P1-1.

**THE SCOPE OF WORK FOR EXTENDING THE 36" AND 26" CASINGS AND VENTS IS AS FOLLOWS:**

The Contractor shall mobilize initially to the project, demobilize after the project is completed and furnish all labor, technical expertise, supervision, equipment and material; excluding that material which Company herein agrees to provide for the installation of 36" split casing around 30" pipeline, and 40' of 26" split casing around 20" pipeline, each approximately 40 ft, on the West side of Burney Road, including related vent pipes, insulators, link seals, and wrap around boots. In addition, the existing vents on each casing will be replaced and relocated with 3" vent pipes to extend vents approximately 10 ft to a location 3 ft outside the Burney Road ROW on the East side, and a concrete protective cap will be installed over the existing 36" casing at proposed Fort Bend concrete box culvert crossing. The above stated work shall include, but not be specifically limited to, providing temporary and permanent fencing and fence gaps/gates, clearing and grading the right-of-way, trenching including all rock removal, handling of ground water and rain water, loading, transporting and off-loading of all equipment and materials, pipe stringing, laying, and drying, welding and lowering-in, fabrication and installation, all civil work, sleeper pads, coating of all field joints and split weld seams using Protal 7200 via brush or roll application in accordance with manufacturer's specifications, inspection of coating with Holiday Detector and repairing damaged coating, notifying Terry Cobbs (281) 850-1426 of HPL's Cathodic Protection Department 24 hours prior to excavation so he may perform a CP Test to insure no shorts exist, installing padding, fill, backfill and crushed surface rock as required, sand blasting and painting, making final cleanup, furnishing and installing sod, returning all unused and junk materials to HPL, and all other work necessary to construct and complete the work in accordance with this scope of work Exhibit "A", the bid drawings dated 06/11/12 referenced in Exhibit "B", the Energy Transfer Construction Specifications referenced in Exhibit "B", and the Specific Requirements as follows:

### **SPECIFIC REQUIREMENTS:**

1. It is anticipated that the Contractor will be released to begin work on 25 June 2012 and he shall perform the work at such a rate to achieve a final completion date of 16 July 2012. The Contractor shall base his proposal on a 6 day work week and a 10 hour/day work day.
2. The Contractor shall access the proposed job site by using HPL's existing right of way from Fort Bend County's existing Burney Road right of way. The Contractor is responsible for permitting, construction and removal of temporary driveways while maintaining existing road drainage.
3. The available temporary work space is shown on drawings P4-1 TEMP. The Contractor shall contain all of his construction activities within this temporary work space. Should the Contractor not have adequate space to stockpile the excavated spoil within the temporary work space he will be responsible for hauling and stockpiling the spoil elsewhere (at a site provided by the Contractor) until it is needed for backfill and cleanup. Should some spoil be lost due to this activity, the Contractor shall furnish and place new select backfill. The Contractor is responsible for disposing of any unused soil or spoil left over after the construction activities are complete at an approved disposal site.
4. The Contractor is reminded that all necessary precautions shall be taken to locate and protect buried utilities adjacent to Burney Road, such as use of hydro-excavation, hand digging, and board mats.
5. The Contractor shall be responsible for furnishing and installing temporary safety and security fencing with lockable gates around the proposed work area to totally enclose open holes and prevent animals and people from entering the proposed work area. In particular, the existing HPL station fence will need to be temporarily dismantled for workspace and staging, and adequate temporary fencing must be installed along the perimeter of workspace to prevent ingress/egress of people and animals. During non-work hours the Contractor shall provide night security at the job site at all times. Upon completion of the construction activities, the Contractor shall be responsible for removing and disposing of the temporary fencing materials, and rebuilding existing fence to preconstruction condition.
6. The Contractor is reminded that this project is on Burney Road and it has high volumes of traffic. The Contractor shall be responsible for all vehicular and pedestrian traffic control at the job site, including the traffic control plan. This means the appropriate flagman, barrels, flashing lights, road warning signs, safety netting around excavations, barricades (including concrete barricades if required) are the responsibility of the Contractor. The traffic control plan shall comply with all Fort Bend County standards, specifications, and requirements. The Contractor shall also be responsible for obtaining permission and/or permits for any road closures, as required, to perform the work, from the applicable governing authorities. The Contractor shall provide a uniformed officer to direct traffic during work hours. During non-work hours the Contractor shall provide night security at the job site at all times.
7. The Contractor is reminded that this project may require additional shoring and other measures to maintain existing road drainage while keeping the excavation dewatered during inclement weather.

8. The existing PEARLAND-KATY 30" & HOUSTON WEST LOOP 20" natural gas pipelines are currently in an active state and have a MAOP of 750 and 811 PSIG, respectively. The materials to be permanently removed are depicted on drawing and P12-1R.

**9. Materials:**

- a. The 43 feet of 36" O.D. x 0.375" W.T. and 40 feet of 26" O.D. x 0.375" W.T. casing pipe will be located at a Houston area coating yard,
- b. The 80 feet of 3" STD vent pipe will be located at Houston area coating yard or pipe yard.
- c. The related casing materials for this project will be located at the vendor's yard in Houston, TX.

The Contractor shall be responsible for hauling the pipe and casing materials from these locations to the job site. The Contractor shall be responsible for arranging the loading of the pipe with the coating vendor. Once the project is awarded to the Contractor, HPL will provide the Contractor with a Material Expediting and Tracking Report (METS) documenting the details of the materials.

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

HPL Pearland Operations – Johnny Martinez (281)-850-1462, cell  
HPL Procurement – Jesse Cavazos (281) 404-7678 work  
HPL Construction Manager – Merl Vanek (713) 483-4305 work

At the completion of the project, the Contractor shall make arrangements to dispose of or sell excess materials off the ROW. The Contractor shall ensure that all paperwork related to the surplus materials goes with the shipment and the material documentation is noted on the materials.

At the completion of the project, the Contractor shall dispose of or sell all removed and junk materials off the ROW. The Contractor is responsible for disposing of all unusable existing materials such as wire, fence posts, chain link fencing materials, boards, culverts, concrete, rocks, at an approved disposal site.

The Contractor shall furnish all labor and equipment to off load and load the materials at the Burney Road job site.

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

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

12. The coating on the existing pipeline is considered to contain asbestos; therefore, the Contractor shall be responsible for providing trained asbestos abatement workers to remove and dispose of the coating per the applicable regulatory requirements. The Contractor shall provide

paper documentation that the coating was properly removed and disposed of in accordance with applicable regulatory requirements. This is required for all coating removed by the Contractor on this project.

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

14. The Contractor is to conduct a safety meeting (tailgate) every morning with HPL's Chief Inspector to identify, discuss, and document the operations that will be performed during the work day, to identify/discuss/mitigate potential risks, and to implement a safe work plan.

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

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

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

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

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

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

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

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

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

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

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

26. The proposed casing pipe and vent pipe will be provided to Contractor with FBE coating. The Contractor shall sandblast in accordance with the coating manufacturer's specifications all below grade uncoated line pipe, casing pipe, vent pipe, fittings, field joints, split weld seams, damaged coating areas, holidays and shall furnish and coat these items with Protal 7200 coating in accordance with manufacturer's coating standards.

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

28. The Contractor is responsible for all dewatering (both ground and rain water) of the bell holes and work areas as required to perform the work.

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

30. The Contractor shall furnish and install wooden, iron, and steel fences, if damaged, along Burney Road right of way. The fencing materials and replacement are to be in accordance with existing materials.

**31. Hydrostatic Testing Activities:**

- N/A

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

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

**34. Welding:**

- The welds on the proposed casing pipe will NOT be x-rayed.

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

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

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

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

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

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

41. The Contractor shall furnish and install sand bags under the existing 30" and 20" pipelines and the proposed/existing 36" and 26" casing pipes, as required, to support the piping. The bottom of the trench should be prepared to provide the pipe and casing with uniform bedding to prevent detrimental settlement. In addition to being properly compactable, padding and backfill must be of appropriate quality to prevent damage to pipeline and/or casing coatings.

42. The Contractor shall be responsible for backfilling in 12" lifts to a 95% compaction density of ASTM D 1557 (Modified Proctor) with moisture of +/- 3% of optimum under the proposed roadway. The Contractor shall be responsible for backfilling in 12" lifts to a 90% compaction density of STM D 698 (Standard Proctor) or to a 85% compaction density of ASTM D 1557 (Modified Proctor) with a moisture +/- 3% outside of the proposed roadway area. The compaction density may be obtained using cement stabilized sand (1 sk/CY). The cement stabilized sand shall NOT be poured around the existing or proposed casing pipe. Adequate soil cover shall be installed around the casing pipe. The Contractor shall be responsible for coordinating an approved Fort Bend County laboratory to complete the compaction density tests and for the testing costs.

43. "Double Ditching" is required to segregate topsoil, rocks, debris and vegetation in separate spoil pile to be used for final backfill. Pipeline backfill shall be free of rocks and debris. Following the clean-up activities, the Contractor shall disc and hand raking the disturbed areas to a smooth service, fertilize and re-sod the disturbed areas with similar existing grass. It is the Contractor's responsibility to furnish and install sand and top soil in the disturbed grass areas prior to installing the sod and also continue to water the sod after installation at adequate intervals to ensure sod does not die.

44. HPL's Chief Inspector is the point of contact for the Contractor.

**45. Blow Down and Tie-In Activities:**

N/A

46. The Contractor shall perform all construction activities in accordance with Houston Pipe Lines Construction Specifications for Land Pipeline Construction and Meter Stations (dated May 27<sup>th</sup>, 2005) referenced in Exhibit "B", unless otherwise noted in this scope of work or related bid drawings. If conflict(s) exist between HPL Construction Specifications, this scope of work, and related bid drawings, the Contractor is note concerns in bid proposal and request for clarification from HPL. It should be noted that after the bid is awarded to the Contractor, HPL will have the option to select the specification that they deem is the most practical if the Contractor does **NOT** note concerns or clarifications prior to receiving the bid award.

**HOUSTON PIPE LINE COMPANY, L.P.**

\$ **561,802** Est

**PROJECT COST ESTIMATE  
May 23, 2012**

**CUSTOMER COMPANY NAME:** Houston Pipe Line Company, L.P.  
**PROJECT NAME:** Burney Road Casing Extensions  
**PIPELINE NAME:** PEARLAND-KATY 30" & HOUSTON WEST LOOP 20"  
**AFE NUMBER:** 19112226  
**HPL PROJECT MANAGER:** Celeste Waterwall  
**REVISION NUMBER:** 0  
**AUDUBON PROJECT MANAGER:** George Dimeier

**Summary Page**

	<b>Estimate</b>		<b>Total Estimate</b>
<b>Material and Equipment Cost</b>	\$ 25,458		\$ 25,458
<b>Field Direct Costs</b>	\$ 309,990		\$ 309,990
<b>Project Support Costs</b>	\$ 101,650		\$ 101,650
<b>Other (Overhead)</b>	\$ 124,704		\$ 124,704
<b>Total</b>	<b>\$ 561,802</b>		<b>\$ 561,802</b>

*Does Not Include Any Amount for Income Tax Gross Up*

**Project Scope**

This cost estimate captures the normal resources required to design, procure & handle materials, construct, and install 36" split casing around 30" pipeline, and 26" split casing around 20" pipeline, each approximately 40 ft, on the West side of Burney Road, including related vent pipes, insulators, link seals, and wrap around boots. In addition, the existing vents on each casing will be replaced and relocated with 3" vent pipes to extend vents outside the Burney Road ROW on the East side to preclude interference with proposed road improvements, and a concrete protective cap will be installed over the existing 36" casing at proposed concrete box culvert crossing. This work is to accommodate Burney Road Extension project by Fort Bend County, Sta. 118+50 to Sta. 123+00, Sheet 25 of 191.

**MAOP:**

The existing PEARLAND-KATY 30" is currently in an active state and has a MAOP of 750 PSIG Natural Gas.

The existing HOUSTON WEST LOOP 20" Line is currently in an active state and has a MAOP of 811 PSIG Natural Gas.

**Design Code/Regulations:**

The pipelines and related facilities will be designed in accordance with 49 CFR 192 (Natural Gas).

In addition, the proposed casing extensions will meet all requirements and recommended practices of ASME B31.8 and API RP 1102.

**Gas Blowdown Requirements:**

Not Applicable.

**Right-Of-Way:**

New right of way will NOT be required for the proposed new casing extensions. It is proposed that the new casing extensions will be installed within HPL's existing easement outside previous Fort Bend County ROW limits.

Temporary work space will be required for proposed casing installation work.

HOUSTON PIPE LINE COMPANY, L.P.

PROJECT COST ESTIMATE  
May 23, 2012

**CUSTOMER COMPANY NAME:** Houston Pipe Line Company, L.P.  
**PROJECT NAME:** Burney Road Casing Extension:  
**PIPELINE NAME** PEARLAND-KATY 30" & HOUSTON WEST LOOP 20"  
**AFE NUMBER:** 19112226  
**HPL PROJECT MANAGER:** Celeste Waterwall  
**REVISION NUMBER:** 0  
**AUDUBON PROJECT MANAGER:** George Dirmeier

Notes and Assumptions

1. Ingress and egress can be obtained at all locations at minimum costs. (A)
2. Temporary work space can be obtained at all required locations at minimum costs. (A)
3. Job duration is estimated at 3 weeks (mobilization to clean-up), weather permitting. (N)
4. Per requester, cost estimate accuracy is order of magnitude (+ or - 20%). (N)
5. Cost estimate is based on completing the proposed work in the summer DRY months (i.e. dry lay). (N)
6. Materials can be obtained without expediting or hot shotting services. (A)
7. No major road closing will be required. (A)
8. Cost estimate is based on minimum site preparation (i.e. stable soil conditions). (N)
9. Cost estimate is based on no clearing of timber and brush in the permanent ROW and disposing off-site. (N)
10. Base lay price for pipe assumes Contractor will pick-up the pipe at a local pipe distributor in the Houston area. (A)
11. Cost estimate assumes purchasing and expediting work will be completed by ETC staff. (A)
12. Cost estimate assumes construction management will be completed by ETC staff. (A)
13. Base lay price assumes the pipe will be coated with FBE and come in random (40') lengths. (A)
14. Shoring and de-watering for work in deep trenches is included. (N)
15. Cost estimate contains costs for 28.53% overhead. (N)
16. Cost estimate does NOT include any type of ditch bank stabilization (i.e. concrete apron, rock, ercon matting, grass blanket, etc.). (N)
17. Cost estimate does NOT include costs for any contingencies. (N)
18. All other permits needed will be obtained by Contractor (A)
19. Cost estimate includes tax on materials .(N).

(A) - Assumption

(N) - Note

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**HOUSTON PIPE LINE COMPANY, L.P.**

**PROJECT COST ESTIMATE  
May 23, 2012**

**CUSTOMER COMPANY NAME:** Houston Pipe Line Company, L.P.  
**PROJECT NAME:** Burney Road Casing Extensions  
**PIPELINE NAME:** PEARLAND-KATY 30" & HOUSTON WEST LOOP 20"  
**AFE NUMBER:** 19112226  
**HPL PROJECT MANAGER:** Celeste Waterwall  
**REVISION NUMBER:** 0  
**MUSTANG PROJECT ENGINEER :** George Dirmeier

**FIELD DIRECT COSTS**

	Est. Quantity	Est. Unit	A.F.E. Unit Cost	A.F.E. COST ESTIMATE	A.F.E. CONTINGENCY ESTIMATE 10%	A.F.E. CONTINGENCY EXPLANATION
<b>CONSTRUCTION SUPPORT:</b>						
HPL Construction Coordinator (To be performed by HPL)	0	Days	\$500.00	\$ -		
HPL Project Manager	0	Days	\$920.00	\$ -		
<b>CONSTRUCTION SUPPORT SUB TOTAL</b>				<b>\$ -</b>	<b>\$ -</b>	
<b>SURVEY (Preliminary and As-Built)</b>						
Preliminary Survey for Pipeline (Includes 4 man crew, GPS unit, Pipe Locator, Mileage, Survey Tech, RPLS Support)	4	Day	\$2,600.00	\$ 10,400.00		
Hydrovac Services to verify locations of pipelines during preliminary survey	1	Day	\$6,500.00	\$ 6,500.00		
Construction Survey - 2 Man	1	Day	\$1,500.00	\$ 1,500.00		
As-Built Survey - 2 Man	0	Day		\$ -		
Survey Supervisor	0	Day		\$ -		
Survey Manager/RPLS	24	Hrs	\$155.00	\$ 3,720.00		
<b>SURVEY SUB TOTAL</b>				<b>\$ 22,120.00</b>	<b>\$ -</b>	
<b>X-RAY</b>						
X-Ray Pipe (approx. 7 welds - 2 welds/hr)	0	Days	\$1,500.00	\$ -		
X-Ray Fabrication and Tie-In Piping	0	Days	\$1,500.00	\$ -		
Film Charge & Misc Expense	0	EA	\$3.50	\$ -		
<b>X-RAY SUB TOTAL</b>				<b>\$ -</b>	<b>\$ -</b>	
<b>FIELD INSPECTION:</b>						
Construction - 1 Chief Inspector	28	Days	\$750.00	\$ 21,000.00		
Construction - Pipe Mill Load Out & Receiving	0	Days	\$420.00	\$ -		
Construction - 1 Material Clerk	0	Days	\$420.00	\$ -		
Construction - Welding Inspector	0	Days	\$600.00	\$ -		
Construction - Cost Tracking and Scheduling - 1 Inspector	0	Days	\$420.00	\$ -		
Construction - 1 Craft Utility Inspector	0	Days	\$450.00	\$ -		
Pipe Mill QA Inspection - 1 Inspector	0	Days	\$550.00	\$ -		
Pipe Coating QA Inspection - 1 Inspector	0	Days	\$550.00	\$ -		
Heat Induction Bend QA Inspection - 1 Inspector	0	Days	\$420.00	\$ -		
<b>FIELD INSPECTION SUB TOTAL</b>				<b>\$ 21,000.00</b>	<b>\$ -</b>	
<b>CONTRACT INSTALLATION:</b>						
Install 36" split casing around 30" pipeline, and 26" split casing around 20" pipeline, each approximately 40 feet, on the West side of Burney Road, including related vent pipes, insulators, link seals, and wrap around boots. (This work includes: Clearing, Disposing of debris and junk materials offsite, Hauling and Handling Materials, Cutting and Fitting of Casing, Coating, Dewatering, Digging, Shoring, Furnishing and Installing sand bags and 95% compaction under the existing pipeline and new casing pipes, Clean-Up, Final Grade and Restoration of Work Site to pre-construction condition)	1	LS	\$163,385.00	\$ 163,385.00		

Install 18' x 9' Concrete Protective Slab over 36" casing pipe on the East side of Burney Road.	1	LS	\$30,533.00	\$ 30,533.00		
Install 3" Buried Vent Pipes (Min. 3' Cover) to replace and relocate existing vents approximately 10' East for both 26" and 36" Casings on the East side of Burney Road, including new vent caps 5' Above Grade.	1	LS	\$5,775.00	\$ 5,775.00		
Install Temporary Driveways on East and West side of Burney Road, as needed for equipment access, while maintaining roadside drainage.	1	LS	\$7,833.00	\$ 7,833.00		
Install adequate shoring and dewatering measures to safely work in excavations during incimate weather, and protect adjacent pipelines, while maintaining roadside drainage.	1	LS	\$10,638.00	\$ 10,638.00		
Dismantle existing HPL Station Fence as needed, and restore to original condition after completion of work. This includes installation of temporary fencing for security of HPL Station during construction.	1	LS	\$4,666.00	\$ 4,666.00		
Provide matting (or other means) to adequately protect all nearby buried pipelines and utilities from construction equipment loads.	1	LS	\$6,000.00	\$ 6,000.00		
Work Delays (Stand-by)	1	Day	\$8,750.00	\$ 8,750.00		
Move In/ Move Out	1	LS	\$10,667.00	\$ 10,667.00		
Hydroexcavate	1	Day	\$3,283.00	\$ 3,283.00		
Traffic Control	1	LS	\$5,000.00	\$ 5,000.00		
Security	20	Day	\$517.00	\$ 10,340.00		
<b>CONTRACT INSTALLATION SUB TOTAL</b>				<b>\$ 266,870.00</b>	<b>\$ -</b>	
<b>FIELD DIRECT SUB TOTAL</b>				<b>\$ 309,990.00</b>	<b>\$ -</b>	
<b>TOTAL INSTALLED COST (Labor + Material)</b>				<b>\$ 335,448.33</b>		

**HOUSTON PIPE LINE COMPANY, L.P.**

**PROJECT COST ESTIMATE  
May 23, 2012**

**CUSTOMER COMPANY NAME:** Houston Pipe Line Company, L.P.  
**PROJECT NAME:** Burney Road Casing Extensions  
**PIPELINE NAME:** PEARLAND-KATY 30" & HOUSTON WEST LOOP 20"  
**AFE NUMBER:** 19112226  
**HPL PROJECT MANAGER:** Celeste Waterwall  
**REVISION NUMBER:** 0  
**AUDUBON PROJECT MANAGER:** George Dirmeier

**PROJECT SUPPORT COSTS**

	Est. Quantity	Est. Unit	A.F.E. Unit Cost	A.F.E. COST ESTIMATE	A.F.E. CONTINGENCY ESTIMATE 10%	A.F.E. CONTINGENCY EXPLANATION
<b>ENVIRONMENTAL</b>						
Environmental Manager	0	Hrs	\$92.00	\$ -		
Senior Environmental Permitting Specialist	0	Hrs	\$92.00	\$ -		
Wetlands Delineation	0	Days	\$1,000.00	\$ -		
Wetlands Report	0	EA	\$1,500.00	\$ -		
SWPPP Preparation	0	EA	\$3,500.00	\$ -		
Mark-ups (10%)				\$ -		
<b>ENVIRONMENTAL SUB TOTAL</b>				<b>\$ -</b>	<b>\$ -</b>	
<b>RIGHT OF WAY</b>						
Right of Way Labor	4	Days	\$800.00	\$ 3,200.00		
Permits	0	Lot		\$ -		
ROW Easement Acquisition Costs	0	Lot		\$ -		
ROW Damages and Temporary Work Space adjoining property owner	2.00	Lot	\$1,000.00	\$ 2,000.00		
ROW Damages and Temporary Work Space for HCPID	0.0	Lot	\$0.00	\$ -		
Misc Expense	1	Lot	\$1,000.00	\$ 1,000.00		
<b>RIGHT OF WAY SUB TOTAL</b>				<b>\$ 6,200.00</b>	<b>\$ -</b>	
<b>DISTRICT LABOR</b>						
Operations Support to Construction	64	Hrs	\$90.00	\$ 5,760.00		
As-Built Survey, Drawings & Job Books (To Be Performed and Managed by HPL)	2	Lot	\$2,500.00	\$ 5,000.00		
				\$ -		
<b>DISTRICT/FIELD OPERATIONS LABOR</b>				<b>\$ 10,760.00</b>	<b>\$ -</b>	
<b>ENGINEERING</b>						
ENGINEERING - COMPANY	0	Hrs	\$120.00	\$ -		
ENGINEERING - CONTRACT	80	Hrs	\$150.00	\$ 12,000.00		
Project Management	80	Hrs	\$150.00	\$ 12,000.00		
Pipeline Engineering	160	Hrs	\$120.00	\$ 19,200.00		
Secretarial	20	Hrs	\$60.00	\$ 1,200.00		
Drafting-Supervisor	15	Hrs	\$120.00	\$ 1,800.00		
Drafting - Senior Designer	100	Hrs	\$100.00	\$ 10,000.00		
Designer - Piping	100	Hrs	\$100.00	\$ 10,000.00		
Drafting - Plan and Profile	120	Hrs	\$100.00	\$ 12,000.00		
Drafting - Details	120	Hrs	\$100.00	\$ 12,000.00		
Drafting - Property Plats/Permit Drawings	0	Hrs	\$100.00	\$ -		
Drafting - Temporary Work Space Drawing	16	Hrs	\$100.00	\$ 1,600.00		
Drafting - Removal Drawing	5	Hrs	\$100.00	\$ 500.00		
Material Purchasing	0	Hrs	\$101.00	\$ -		
Material Expediting and Tracking	0	Hrs	\$0.00	\$ -		
Cathodic Protection Design and Installation	0	Hrs	\$0.00	\$ -		
AC Mitigation Design	0	Hrs	\$0.00	\$ -		
Aerial Photography	0	Hrs	\$0.00	\$ -		
Cost Tracking	5	Hrs	\$60.00	\$ 300.00		
Schedule preparation/tracking/reporting	0	Hrs	\$100.00	\$ -		
Outside Services (Soil Boring for directional drills)	0	EA	\$0.00	\$ -		

**HOUSTON PIPE LINE COMPANY, L.P.**

**PROJECT COST ESTIMATE  
May 23, 2012**

**CUSTOMER COMPANY NAME:** Houston Pipe Line Company, L.P.  
**PROJECT NAME:** Burney Road Casing Extensions  
**PIPELINE NAME:** PEARLAND-KATY 30" & HOUSTON WEST LOOP 20"  
**AFE NUMBER:** 19112226  
**HPL PROJECT MANAGER:** Celeste Waterwall  
**REVISION NUMBER:** 0  
**AUDUBON PROJECT MANAGER:** George Dirmeier

**PROJECT SUPPORT COSTS**

	Est. Quantity	Est. Unit	A.F.E. Unit Cost	A.F.E. COST ESTIMATE	A.F.E. CONTINGENCY ESTIMATE 10%	A.F.E. CONTINGENCY EXPLANATION
As-Builts Drawings & Job Books (To Be Performed and Managed by HPL)	0	Hrs	\$45.00	\$ -		
Printing	15	Sets	\$5.00	\$ 75.00		
Reprographics	15	Sets	\$10.00	\$ 150.00		
FedEx	10	Pkg	\$25.00	\$ 250.00		
CAD Software Expense	241	Hrs	\$15.00	\$ 3,615.00		
<b>ENGINEERING SUB TOTAL</b>				<b>\$ 84,690.00</b>	<b>\$ -</b>	
<b>GAS LOSS (Blowdown , Purge, &amp; Pack)</b>						
Not Applicable	0	mmbtu	\$8.00	\$ -		
<b>GAS LOSS SUB TOTAL</b>				<b>\$ -</b>	<b>\$ -</b>	
<b>PROJECT SUPPORT SUB TOTAL BEFORE "OTHER" CATEGORIES</b>				<b>\$ 101,650.00</b>	<b>\$ -</b>	
Income Tax Gross-Up Charge (NOT INCLUDED)	0		\$0.00			
Overhead (28.53%)				\$ 124,704.15		
AFUDC (NOT INCLUDED)      Number of Days = 0	0		\$0.00			
<b>OTHER SUB TOTAL</b>				<b>\$ 124,704.15</b>	<b>\$ -</b>	
<b>PROJECT SUPPORT SUB TOTAL</b>				<b>\$ 226,354.15</b>	<b>\$ -</b>	
<b>TOTAL ESTIMATED COST FOR ENTIRE WORK ORDER</b>				<b>\$ 561,802.48</b>		

C:\Audubon\PL\Burney Road\Fort Bend\_Submittal\Burney Road Cost Estimate 5-23-12.xlsx#D Costs

**HOUSTON PIPE LINE COMPANY, L.P.**

**PROJECT COST ESTIMATE  
May 23, 2012**

**CUSTOMER COMPANY NAME:** Houston Pipe Line Company, L.P.  
**PROJECT NAME:** Burney Road Casing Extensions  
**PIPELINE NAME:** PEARLAND-KATY 30" & HOUSTON WEST LOOP 20"  
**AFE NUMBER:** 0  
**HPL PROJECT MANAGER:** Celeste Waterwall  
**REVISION NUMBER:**  
**AUDUBON PROJECT MANAGER:** George Dirmeier

**RISK FACTORS**

1. Weather delays.
2. Right of Way and Access problems.
3. Material hot shot and expediting requirements.
4. Potential damage to buried utilities
5. The excavated work area may require flood control measures depending on rain fall.
6. The pipelines may have to be excavated further to help eliminate sag bends.
7. Select fill may be required on final compaction.

**HOUSTON PIPE LINE COMPANY, L.P.**

**PROJECT COST ESTIMATE  
May 23, 2012**

**CUSTOMER COMPANY NAME:** Houston Pipe Line Company, L.P.  
**PROJECT NAME:** Burney Road Casing Extensions  
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**AFE NUMBER:** 19112226  
**HPL PROJECT MANAGER:** Celeste Waterwall  
**REVISION NUMBER:**  
**AUDUBON PROJECT MANAGER:** George Dirmeier

**PROJECT CONTACT LIST**

<b>Name</b>	<b>Title</b>	<b>Office</b>	<b>Pager</b>	<b>Cell</b>
Celeste Waterwall	ETC Right-of-Way Manager	832-668-1222	N/A	832-693-6468
Johnny Martinez	ETC Line Patrolman	281-850-1462	N/A	N/A
Jesse Cavazos	Venado Project Services LLC	281-404-7678	N/A	N/A
Merl Vanek	ETC Manager of Construction	713-483-4305	N/A	N/A
Terry Cobbs	ETC Corrosion Tech	281-652-2206	N/A	N/A
George Dirmeier	Audubon Project Manager / Engineer	713-580-4309	N/A	281-881-1881
Bill Cash	Audubon Survey Manager	713-580-4348	N/A	713-253-8307

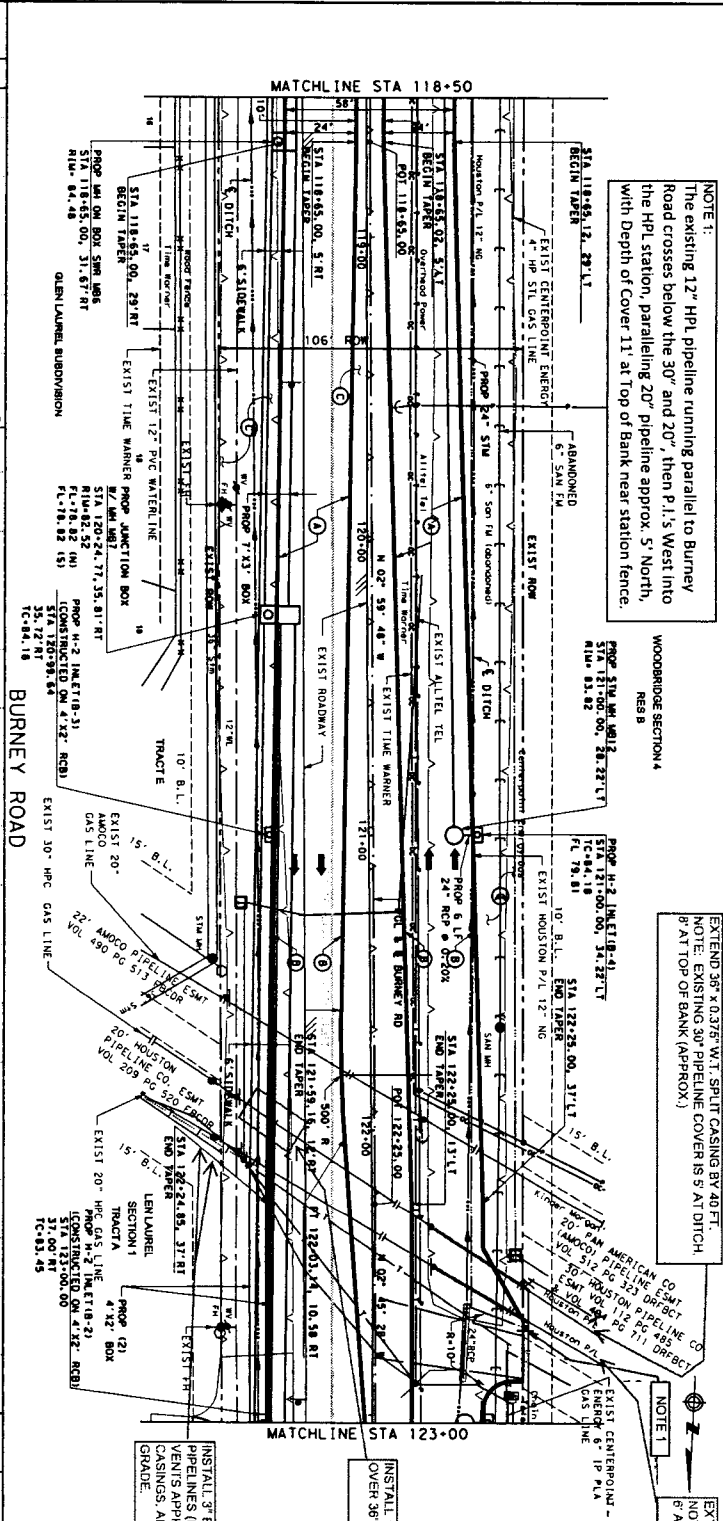
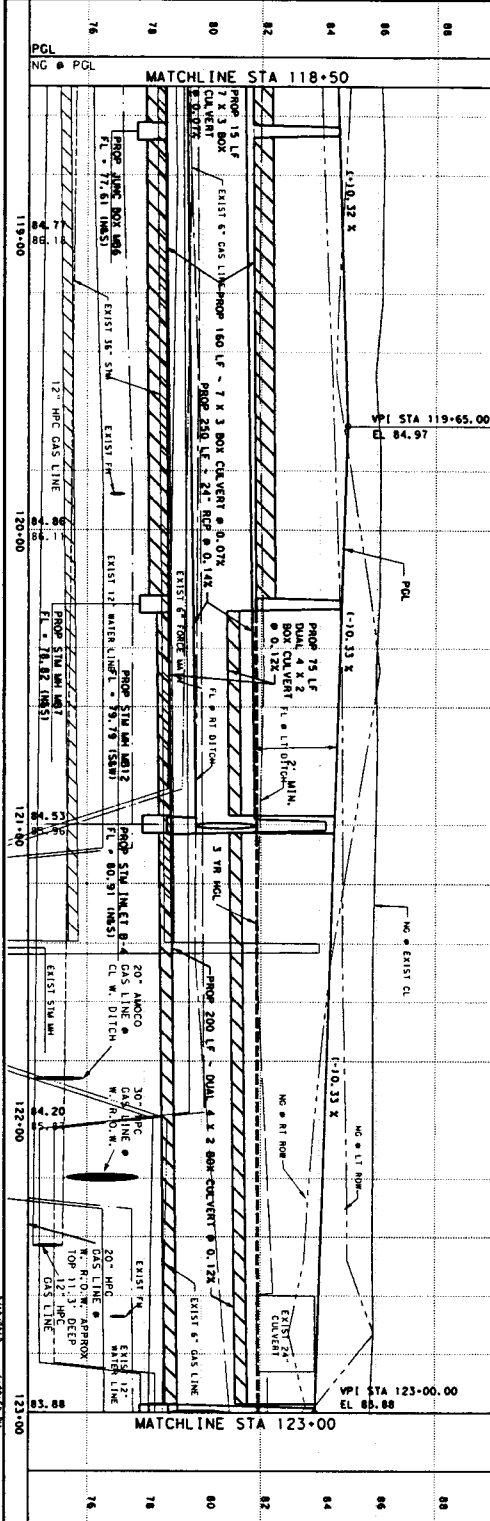
C:\Audubon\HPL\Burney Road\Fort Bend Submittal\Re-Submittal\Burney Road Cost Estimate 5-25-12.xlsx>Contact List

Fort Bend County Project: 719  
Utility: Houston Pipeline Company, LP  
Utility Project Number: 19112226  
Roadway: Burney Road  
Eligibility Ratio: 100%

## EXHIBIT B

### INCLUDES:

Plan of Adjustment Drawings



NOTE 1:  
 The existing 12" HPL pipeline running parallel to Burney Road crosses below the 30" and 20" then P.I.'s West into the HPL station, paralleling 20" pipeline approx. 5' North, with Depth of Cover 11' at Top of Bank near station fence.

WOODBRIDGE SECTION 4  
 RES B

EXTEND 36" x 0.375" W.T. SPLIT CASING BY 40 FT.  
 NOTE: EXISTING 30" PIPELINE COVER IS 5' AT DITCH, 8' AT TOP OF BANK (APPROX.)

EXTEND 28" x 0.250" W.T. SPLIT CASING BY 40 FT.  
 NOTE: EXISTING 20" PIPELINE COVER IS 8' AT DITCH, 9' AT TOP OF BANK (APPROX.)

- NOTE 1:
- 1) LOCATION OF UNDERGROUND UTILITIES ARE APPROXIMATE.
  - 2) ALL CURB DIMENSIONS ARE TO THE FACE OF CURB.
  - 3) ADJUST ALL VALVE BOXES AND ACCORDINGLY SIZED GORE STD. DRAWINGS.
- INSTALL 18" X 9" CONCRETE PROTECTIVE SLAB OVER 36" CASING PER TYPICAL DRAWING.
- NOTE:
- 1) CUBH RIGHT OF WAY
  - 2) CUBH DIMENSIONS PER TYPICAL SECTION
  - 3) CUBH NAMES (TYPICAL 1' 7")
  - 4) SOO/SEED PER TYPICAL SECTION
  - 5) EXIST CENTERPOINT
  - 6) EXIST TRAFFIC FLOW
  - 7) PROPOSED TRAFFIC FLOW
  - 8) CURB NUMBER
  - 9) DRIVEWAY
  - 10) SOIL BORING
  - 11) BRICK PAVERS
  - 12) COLORED CONCRETE MEDIUM
  - 13) 9" BLACK BASE
  - 14) 4" TYPE 0 FILL

**CITY OF SUGAR LAND**  
 TEXAS

**CITY OF SUGAR LAND**  
 TEXAS

**CLR, Inc.**  
 Engineers • Surveyors • GIS

TEL. REGISTRATION NO. 275  
 (713) 462-0993

**BURNEY ROAD  
 EXTENSION  
 ROADWAY  
 PLAN & PROFILE  
 STA 118+50 TO STA 123+00**

SHEET 25 OF 191



SCALE: 1" = 20'  
 1" = 2'



Fort Bend County Project: 719  
Utility: Houston Pipeline Company, LP  
Utility Project Number: 19112226  
Roadway: Burney Road  
Eligibility Ratio: 100%

## EXHIBIT C

### INCLUDES:

Easement or Fee Title Documents  
Eligibility Calculation

### ELIGIBILITY CALCULATION:

- 1) 20" Casing Extension at STA 122+35
  - a. Length of line in existing public road right-of-way: 0.00-FT
  - b. Length of line in private easement: 40.00-FT
  - c. Total length of line in proposed road right-of-way: 40.00-FT
  - d. Percent eligible (=C/B) 100%
  
- 2) 30" Casing Extension at STA 122+20
  - a. Length of line in existing public road right-of-way: 0.00-FT
  - b. Length of line in private easement: 43.00-FT
  - c. Total length of line in proposed road right-of-way: 43.00-FT
  - d. Percent eligible (=C/B) 100%





AS PER ORIGINAL

250/Ed  
7/27/60

DEED VOL 525 PAGE 50

Houston Pipe Line Co.

To: Rel. R. W.

W. K. King et al

(3015)  
TR # 18+25

TRAC 18 + 25  
TEXAS PRISON SYSTEM  
Returned to Katy 12'

29+89A ENCUMBRANCE

182300

THE STATE OF TEXAS )  
COUNTY OF FORT BEND )

KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of One Dollar (\$1.00) and other good and valuable consideration to HOUSTON PIPE LINE COMPANY in hand paid by W. K. King and America Southwest Corporation, the receipt and sufficiency of which is hereby acknowledged, Houston Pipe Line Company does hereby release and relinquish from the operation of its right-of-way and easement covering same, all that certain 294.88 acre tract of land, more or less, situated in Hicks Shropshire survey, Abstract 313 and Edward Drew Survey, Abstract 163, in Fort Bend County, Texas, as more particularly described in Patent from State of Texas to Alvin S. Moody and W. K. King of record in Volume 5900, Page 1 of the Deed Records of Harris County, Texas, and being Tract No. 13 of the subdivision Texas Department of Correction Blue Ridge Farm in Harris and Fort Bend Counties, Texas, SAVE AND EXCEPT the right-of-way and easement which is more particularly defined as follows:

A right-of-way and easement thirty feet (30') in width extending over, through, along and across that certain 294.88 acre tract of land, more or less, which is situated in Hicks Shropshire Survey, Abstract 313 and Edward Drew Survey, Abstract 163 in Fort Bend County, Texas. Said 294.88 acre tract being Tract No. 13 of Subdivision Texas Department of Correction Blue Ridge Farm in Harris and Fort Bend Counties, Texas and said 294.88 acre tract being more particularly described in Field Notes taken from Patent from State of Texas to Alvin S. Moody and W. K. King of record in Volume 5900, Page 1 of the Deed Records of Harris County, Texas.

The center line of said thirty foot (30') right-of-way and easement is described as follows:

Beginning at a stake in the north right-of-way line of Farm to Market Road No. 2234 said stake being south 88 degrees 18 minutes west 31 feet from the intersection of the north right-of-way of Farm to Market Road No. 2234 with the most southerly east line of said 294.88 acre tract:

Thence north 1 degree 33 minutes west 15 feet to a stake,

Thence south 86 degrees 13 minutes west 251.3 feet to a stake,

Thence north 65 degrees 46 minutes west 420.5 feet to a stake,

Thence north 66 degrees 06 minutes west 1746.5 feet to a stake in the west line of said 294.88 acre tract, said stake being north 2 degrees 00 minutes west 946 feet from the intersection of the west line of said 294.88 acre tract with the north right-of-way line of Farm to Market Road No. 2234.

As to which last above particularly described land, Houston Pipe Line Company shall have the right-of-way and right to lay, construct, maintain, inspect, operate, repair, substitute, change the size of, replace and remove a pipeline for the transportation of natural gas, together with such equipment and apparatus incident to the use and convenient operation of said pipeline, with the right of ingress and egress as to said described land for all purposes necessary and incident to the exercise by Houston Pipe Line Company of the rights granted.

This agreement and all of the terms and provisions hereof shall be binding upon all parties hereto, their heirs, administrators, successors or assigns, and shall constitute covenants running with the land.

WITNESS THE EXECUTION HEREOF this 29<sup>th</sup> day of July, 1965.

ATTEST:

HOUSTON PIPE LINE COMPANY

R. Longmire  
Assistant Secretary

By H. Katonouchi  
Vice President *HL*  
*R. D.*

AS PER ORIGINAL

325 52

THE STATE OF TEXAS )  
COUNTY OF HARRIS )

BEFORE ME, the undersigned authority, on this day personally appeared [Signature], [Signature], of HOUSTON PIPE LINE COMPANY, a Texas corporation, 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 set forth, and as the act and deed of said corporation.

GIVEN under my hand and seal of office this the 12 day of February, 1965.

[Signature]  
NOTARY PUBLIC in and for  
Harris County, T e x a s

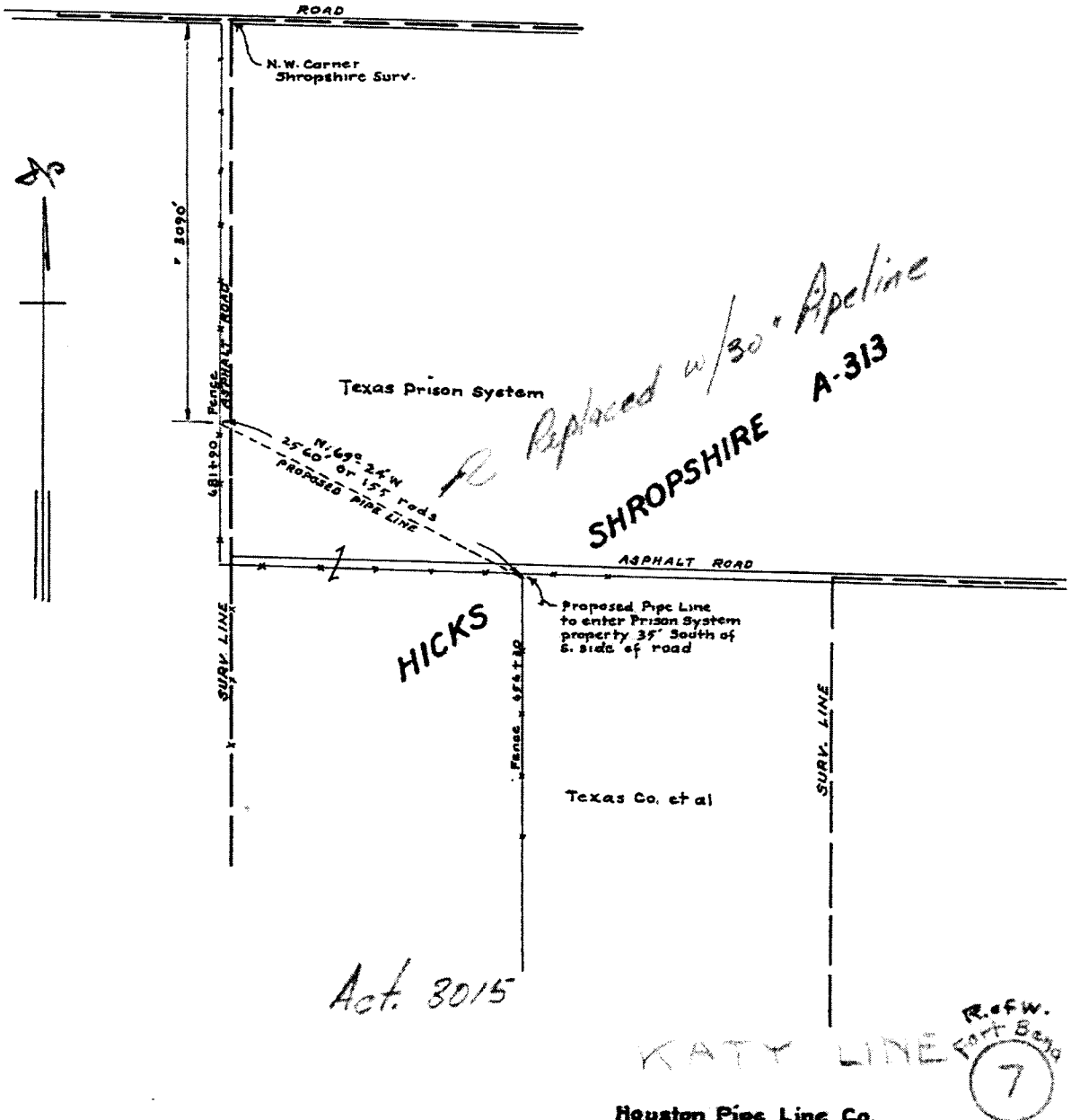
FILED FOR RECORD

AT 4 O'CLOCK P.M.

FEB 12 1970

Ella Maeck

County Clerk, Fort Bend, Co., Tex.



Houston Pipe Line Co.  
 Sketch Showing Proposed Nat. Gas Pipe Line  
 Across Property of Texas Prison System  
 Hicks Shropshire Survey  
 Fort Bend Co., Texas  
 Scale ~ 1" = 1000'



NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the Texas Prison Board, hereinafter called Board, by and through S. M. Lister, M. D., its Chairman, hereby grants to the Houston Pipe Line Company, hereinafter called Company, a license to cross said Blue Ridge State Farm and the said Imperial State Farm with a natural gas pipeline under the following terms and conditions:

First. The Board does not purport to grant to the Company any right, claim, title or easement in or upon said Farms, except the bare license herein granted.

Second. All rights and privileges granted hereunder are revocable at will by the Board; and the Board may, at any time, require and compel said pipeline to be removed from said Farms. All expenses of such removal are to be borne exclusively by the Company and the Board is to be in no way liable for any expenses or damages incidental to such removal.

Third. The Company expressly agrees that upon request of the Board it will without delay and at its own expense remove said pipeline from said Farms or to such other points within said Farms as may not be objected to by the Board.

Fourth. The Company agrees to construct its said pipeline across the portions of said Farms designated upon the plat and field notes heretofore furnished to the Board, same being hereto attached and made part of this agreement; and the Company expressly agrees that no pipelines will be constructed upon said Farms except such as are shown upon said plat and by said field notes.

Fifth. The Company expressly agrees to bury all pipeline below plow depth and to restore the surface as nearly as possible to the condition existing before its entry thereon.

Sixth. The Company expressly agrees to pay all damages resulting from construction and/or removal of said pipeline.

Seventh. The Company expressly agrees to abide by all regulations and requirements of the Board with regard to entry and egress of the Company's employees upon said farms for the purpose of laying and maintaining and/or removing said pipeline.

WITNESS our hands this the 19<sup>th</sup> day of May, A.D. 1942.

TEXAS PRISON BOARD

BY

S. M. Lister, M. D.,  
Chairman

HOUSTON PIPELINE COMPANY

BY

W. F. ...  
Gen. Mgr.

THE STATE OF TEXAS    |  
                              |  
COUNTY OF HARRIS    |

BEFORE ME, the undersigned Notary Public on this day personally appeared S. M. Lister, M. D., known to me to be the person whose name is subscribed to the foregoing

instrument as Chairman of the Texas Prison Board, and having been by me duly sworn, acknowledged to me that he executed the same as the act and deed of said Texas Prison Board for the purposes and consideration, and in the capacity therein expressed.

Witness my hand and seal of office this the 19th day of May, A. D. 1942.

Ocie Rae McDonald  
Ocie Rae McDonald  
Notary Public in and for  
Harris County, T e x a s.

THE STATE OF TEXAS     |  
                                  |  
COUNTY OF HARRIS     |

BEFORE ME, the undersigned Notary Public, on this day personally appeared C. Lee Ward known to me to be the person whose name is subscribed to the foregoing instrument as ~~the President~~ <sup>General Manager</sup> of the Houston Pipe Line Company, and having been by me duly sworn, acknowledged to me that he executed the same as the act and deed of said Houston Pipe Line Company for the purposes and consideration, and in the capacity therein expressed.

Given under my hand and seal of office this 19th day of May, A.D. 1942.

Ruth Hunter  
RUTH HUNTER  
Notary Public in and for  
Harris County, T e x a s.



AS PER ORIGINAL

2.

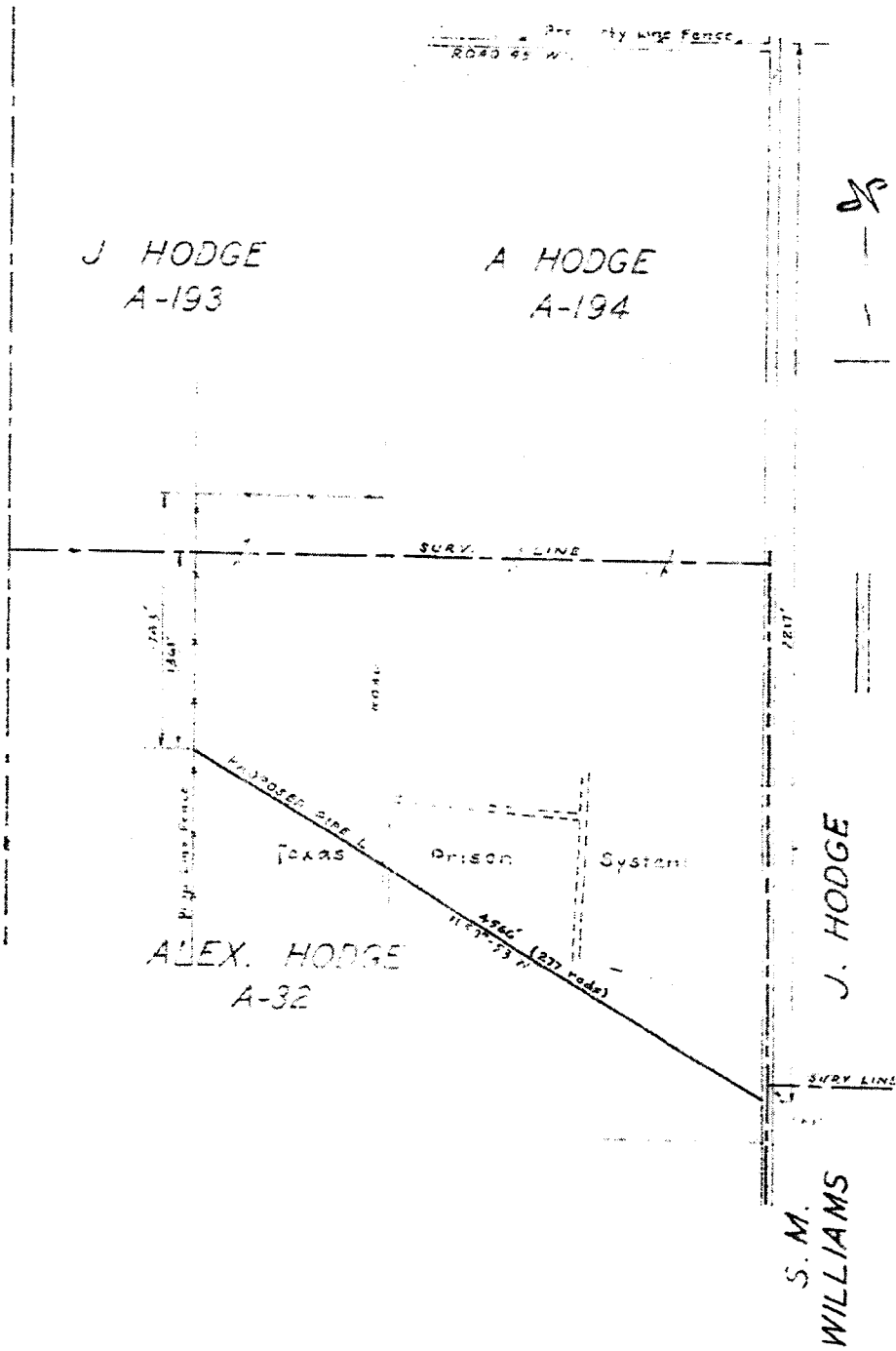
Attached hereto is a map or plat of the proposed line across both the Imperial State Farm and the Blue Ridge State Farm. We shall appreciate a favorable reply in regards to this request.

Respectfully yours,

C. Lee Wood, General Manager.

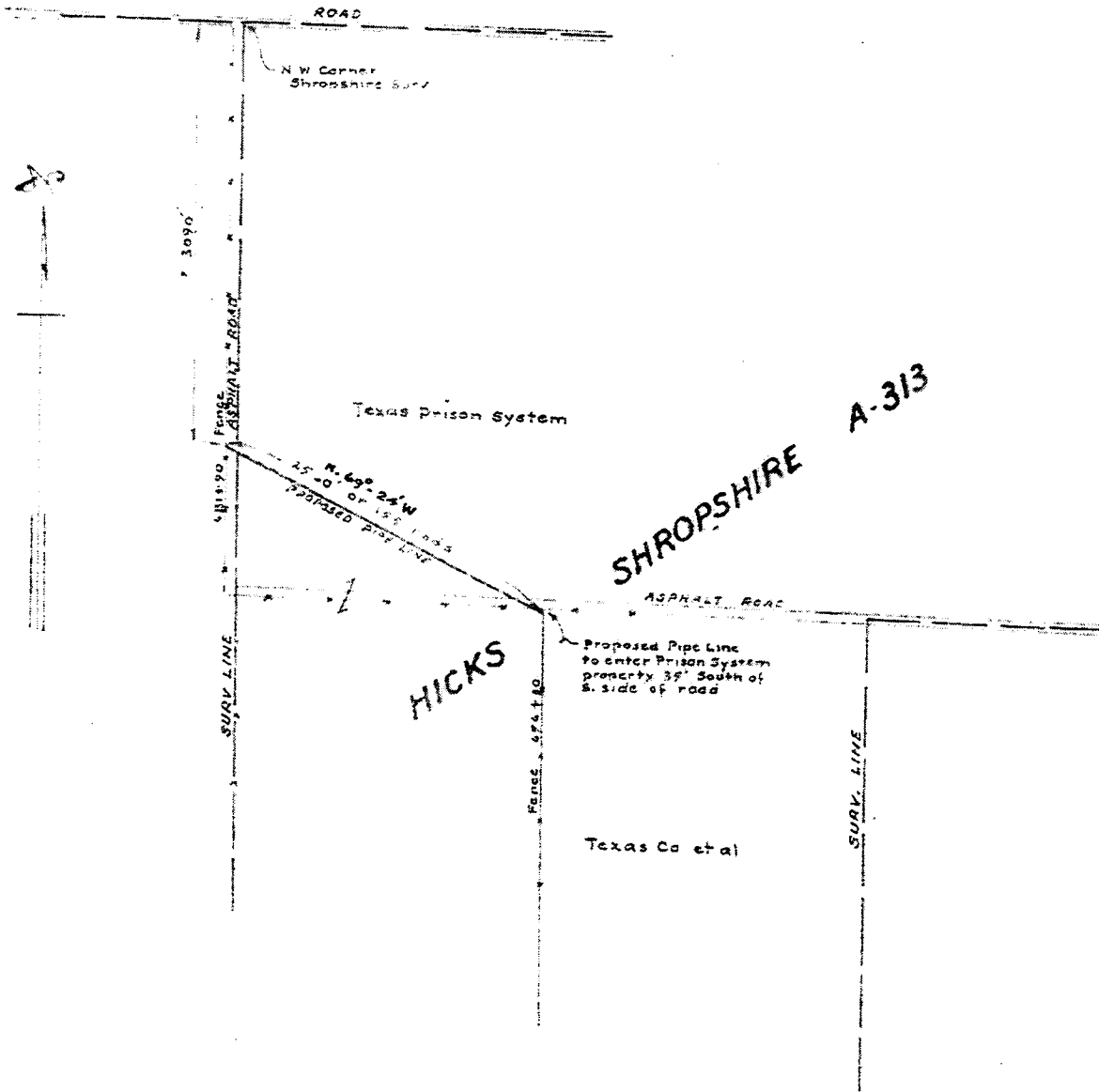
CLF:R

AS PER ORIGINAL



Houston Pipe Line Co.  
 Submitting Proposal Nat. Gas Pipe Line  
 Across Property of Texas Prison System  
 Alex. Hodge Survey  
 Fort Bend Co., Texas  
 Section 19, 1000'

AS PER ORIGINAL



Houston Pipe Line Co.  
Sketch Showing Proposed Nat. Gas Pipe Line  
Across Property of Texas Prison System,  
Hicks Shropshire Survey  
Fort Bend Co., Texas  
Scale ~ 1/2"=100'

E3 (3015)  
TR #24

249

FB. 28 D. L. Aug 64.

HPL 56

LIMITED TITLE CERTIFICATE

TR #24  
Deakland - Katy 30

TRACT No. 52-E - Note: This is a part of Exception No. 10 out of the Sugarland Industries properties

APPARENT FEE OWNERS AND ADDRESSES:

Janie Gonzalis Tijerina and  
First City National Bank of Houston,  
Texas as Trustee for the Estate of  
Felix Tijerina, deceased

Assessed:  
Tijerina, Felix Est. A/C 1906  
of First City Natl. Bank  
Houston, Texas 77001

LEGAL DESCRIPTION OF LAND.

50 ACRES, S. M. Williams SURVEY, ABSTRACT NO. 97  
LOT \_\_\_\_\_, BLOCK \_\_\_\_\_, \_\_\_\_\_ SUBDIVISION;

FURNISH PLAT IF SUBDIVISION, OR METES & BOUNDS IF ACREAGE:

50 acres, more or less, in the S. M. Williams Survey, Abstract No. 97, as particularly described by metes and bounds in that certain Deed dated October 26, 1953, from Ralph V. Ford, et ux, to Felix Tijerina, recorded in Deed Book 317, Page 74, under Data Registry No. 90599, records of Fort Bend County, Texas

We find nothing of record in the Clerk's Office of Fort Bend County, Texas, relative to the Estate of Felix Tijerina, deceased;

BY DEED OF RECORD FROM Ralph V. Ford a/k/a Ralph Vernon Ford, M. D. and TO Minnie Grace Ford  
Felix Tijerina  
904 Westheimer, Houston, Texas DATED October 26, 1953, RECORDED IN DR# 90599  
VOL. 317 PAGE 74, OF THE DEED RECORDS OF Fort Bend  
COUNTY, TEXAS.

(A) OUTSTANDING LIENS AS FOLLOWS:  
not checked

(B) AGRICULTURAL, GRAZING, GRAVEL, OR CALICHE LEASES OF RECORD:  
none reflected during period of record search

NOTE: MINERAL TITLE NOT CHECKED. Note: Copy of Deed as recorded in Deed Book 275 Page 222 (DR#67851) hereto attached for descriptive purposes.

WE CERTIFY THAT THE ABOVE INFORMATION REPRESENTS A CAREFUL SEARCH OF THE RECORDS IN THE OFFICES OF THE COUNTY CLERK AND THE DISTRICT CLERK OF Fort Bend COUNTY, TEXAS.

WITNESS OUR HAND AT.

811 Dallas Street, Houston, Texas

Records checked thru  
January 15, 1970.

M. A. Randall  
M. A. Randall - Right of Way Agent for  
Gulf Interstate Engineering Company

AS PER ORIGINAL

24T

HPL 56

LIMITED TITLE CERTIFICATE

TRACT No. 58-B - Note: This is a part of Exception No. 10 out of the Sugarland Industries properties

APPARENT FEE OWNERS AND ADDRESSES:

Janie Gonzalis Tijerina and First City National Bank of Houston, Texas as Trustee for the Estate of Felix Tijerina, deceased

deceased: Janie Gonzalis Tijerina (no address given)

See LTD No. 58-B address is shown as:

1 First City Natl. Bank Houston, Texas 77001

address given as

Mr. Tijerina formerly ~~resided~~ at 904 Westheimer, Houston, Texas  
LEGAL DESCRIPTION OF LAND.

25.495 ACRES, S. M. Williams SURVEY, ABSTRACT No. 97

LOT \_\_\_\_\_, BLOCK \_\_\_\_\_, \_\_\_\_\_ SUBDIVISION;

FURNISH PLAT IF SUBDIVISION, OR METES & BOUNDS IF ACREAGE:

25.495 acres, more or less, in the S. M. Williams Survey, Abstract No. 97, as particularly described by metes and bounds in that certain Deed dated September 29, 1966, from M. W. Lee, Trustee, to Janie Gonzalis Tijerina and the Estate of Felix Tijerina, deceased, recorded in Deed Book 487, Page 244, under Date Registry No. 163423, records of Fort Bend County, Texas;

BY DEED OF RECORD FROM M. W. Lee, Trustee TO Janie Gonzalis Tijerina and the Estate of Felix Tijerina, deceased,  
DATED Sept. 29, 1966, RECORDED IN 163423  
VOL. 487 PAGE 244, OF THE DEED RECORDS OF Fort Bend

COUNTY, TEXAS.

(A) OUTSTANDING LIENS AS FOLLOWS:  
not checked

(B) AGRICULTURAL, GRAZING, GRAVEL, OR CALICHE LEASES OF RECORD:  
none reflected during period of record search

NOTE: MINERAL TITLE NOT CHECKED. Note: Copy of Deed as recorded in Deed Book 487, Page 244 (163423) hereto attached for descriptive purposes.

WE CERTIFY THAT THE ABOVE INFORMATION REPRESENTS A CAREFUL SEARCH OF THE RECORDS IN THE OFFICES OF THE COUNTY CLERK AND THE DISTRICT CLERK OF Fort Bend COUNTY, TEXAS.

WITNESS OUR HAND AT. 211 Dallas Street, Houston, Texas

Records checked thru January 15, 1970

W. A. Kendall - Night of Day Agent for Gulf Interstate Engineering Company

TEXAS PIPE LINE CO.  
Franklin Kay 30"  
TR # 245

ES (3015)  
TR # 245

25 D + 25' of Right-of-Way

THE STATE OF TEXAS  
COUNTY OF FORT BEND

WHEREAS, by Right-of-Way Agreement dated May 26, 1942, recorded in Volume 209, Page 520 of the Deed Records of Fort Bend County, Texas, reference to said instrument being here made for all purposes, HOUSTON PIPE LINE COMPANY, a Texas corporation, its successors and assigns, was granted a right-of-way and easement over, through, across and upon the tracts of land described in the said right-of-way agreement, and

WHEREAS, HOUSTON PIPE LINE COMPANY has been requested to define the width and location of its right-of-way and easement across a certain portion of said lands and to release and relinquish that portion outside of the hereinafter described twenty foot (20') wide easement unto THE SUGARLAND INDUSTRIES, and its successors and assigns, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained and the sum of One Dollar (\$1.00) cash to it in hand paid, Houston Pipe Line Company does hereby RELEASE and RELINQUISH from the operation of the aforesaid Right-of-Way Agreement the following tract of land unto The Sugarland Industries, and its successors and assigns, to-wit:

A 25.495 acre tract of land in the S. W. Williams League, Abstract 97, Fort Bend County, Texas, more particularly described in V. 481, P. 183 of the Deed Records of Fort Bend County, Texas.

AND AND ACCEPT the following described land, to-wit:

A right-of-way and easement twenty feet (20') in width extending over, through, along and across that certain 25.495 acre tract of land in the S. W. Williams League, Abstract No. 97 in Fort Bend County, Texas. Said 25.495 acre tract of land being described in Volume 481 Page 183 of the Deed Records of Fort Bend County, Texas to which reference is hereby made for all purposes.

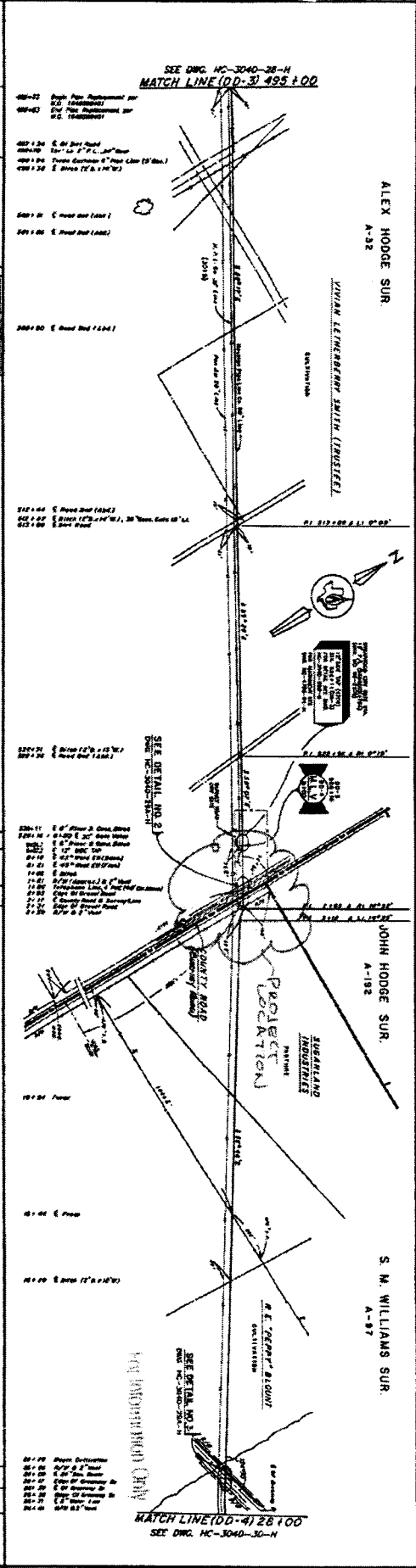
The centerline of said right-of-way and easement is described as follows:

Begin at a point in the north line of said 25.495 acre tract of land, said chain being South 89



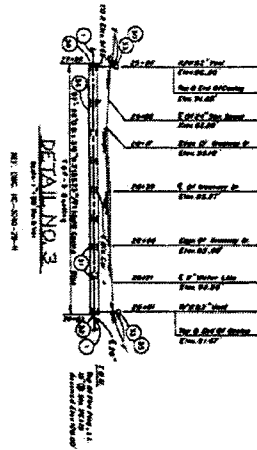
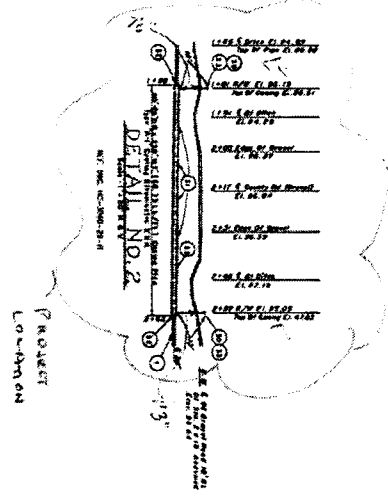
AS PER ORIGINAL

COUNTY & STATE	FORT BEND COUNTY, TEXAS	
TERRAIN	FLAT	
OWNERSHIP	VIVIAN LETHBRERRY SMITH (TRUSTEE)	
TRACT & NO.	179-22	
RODDAGE	179-22	
	SECTION	SOIL
	179-22	SANDY
	179-22	SHARPE SITE
	179-22	CONTRACT
	179-22	COUNTY ROAD
	179-22	INDUSTRIES
	179-22	R. E. "PEPPY" BLOUNT



MATERIAL LIST		MATERIAL LIST (CONT.)	
ITEM NO.	DESCRIPTION	ITEM NO.	DESCRIPTION
1	PROPERTY UNIT NO. 356-10	1	PROPERTY UNIT NO. 358-11 (CONT.)
2	PROPERTY UNIT NO. 356-11	2	MATERIAL LIST (P.O. 1848088401)
3	PROPERTY UNIT NO. 356-15	3	MATERIAL LIST (P.O. 1848088401)
4	PROPERTY UNIT NO. 356-16	4	MATERIAL LIST (P.O. 1848088401)
5	PROPERTY UNIT NO. 356-17	5	MATERIAL LIST (P.O. 1848088401)
6	PROPERTY UNIT NO. 356-18	6	MATERIAL LIST (P.O. 1848088401)
7	PROPERTY UNIT NO. 356-19	7	MATERIAL LIST (P.O. 1848088401)
8	PROPERTY UNIT NO. 356-20	8	MATERIAL LIST (P.O. 1848088401)
9	PROPERTY UNIT NO. 356-21	9	MATERIAL LIST (P.O. 1848088401)
10	PROPERTY UNIT NO. 356-22	10	MATERIAL LIST (P.O. 1848088401)
11	PROPERTY UNIT NO. 356-23	11	MATERIAL LIST (P.O. 1848088401)
12	PROPERTY UNIT NO. 356-24	12	MATERIAL LIST (P.O. 1848088401)
13	PROPERTY UNIT NO. 356-25	13	MATERIAL LIST (P.O. 1848088401)
14	PROPERTY UNIT NO. 356-26	14	MATERIAL LIST (P.O. 1848088401)
15	PROPERTY UNIT NO. 356-27	15	MATERIAL LIST (P.O. 1848088401)
16	PROPERTY UNIT NO. 356-28	16	MATERIAL LIST (P.O. 1848088401)
17	PROPERTY UNIT NO. 356-29	17	MATERIAL LIST (P.O. 1848088401)
18	PROPERTY UNIT NO. 356-30	18	MATERIAL LIST (P.O. 1848088401)
19	PROPERTY UNIT NO. 356-31	19	MATERIAL LIST (P.O. 1848088401)
20	PROPERTY UNIT NO. 356-32	20	MATERIAL LIST (P.O. 1848088401)
21	PROPERTY UNIT NO. 356-33	21	MATERIAL LIST (P.O. 1848088401)
22	PROPERTY UNIT NO. 356-34	22	MATERIAL LIST (P.O. 1848088401)
23	PROPERTY UNIT NO. 356-35	23	MATERIAL LIST (P.O. 1848088401)
24	PROPERTY UNIT NO. 356-36	24	MATERIAL LIST (P.O. 1848088401)
25	PROPERTY UNIT NO. 356-37	25	MATERIAL LIST (P.O. 1848088401)
26	PROPERTY UNIT NO. 356-38	26	MATERIAL LIST (P.O. 1848088401)
27	PROPERTY UNIT NO. 356-39	27	MATERIAL LIST (P.O. 1848088401)
28	PROPERTY UNIT NO. 356-40	28	MATERIAL LIST (P.O. 1848088401)
29	PROPERTY UNIT NO. 356-41	29	MATERIAL LIST (P.O. 1848088401)
30	PROPERTY UNIT NO. 356-42	30	MATERIAL LIST (P.O. 1848088401)
31	PROPERTY UNIT NO. 356-43	31	MATERIAL LIST (P.O. 1848088401)
32	PROPERTY UNIT NO. 356-44	32	MATERIAL LIST (P.O. 1848088401)
33	PROPERTY UNIT NO. 356-45	33	MATERIAL LIST (P.O. 1848088401)
34	PROPERTY UNIT NO. 356-46	34	MATERIAL LIST (P.O. 1848088401)
35	PROPERTY UNIT NO. 356-47	35	MATERIAL LIST (P.O. 1848088401)
36	PROPERTY UNIT NO. 356-48	36	MATERIAL LIST (P.O. 1848088401)
37	PROPERTY UNIT NO. 356-49	37	MATERIAL LIST (P.O. 1848088401)
38	PROPERTY UNIT NO. 356-50	38	MATERIAL LIST (P.O. 1848088401)
39	PROPERTY UNIT NO. 356-51	39	MATERIAL LIST (P.O. 1848088401)
40	PROPERTY UNIT NO. 356-52	40	MATERIAL LIST (P.O. 1848088401)
41	PROPERTY UNIT NO. 356-53	41	MATERIAL LIST (P.O. 1848088401)
42	PROPERTY UNIT NO. 356-54	42	MATERIAL LIST (P.O. 1848088401)
43	PROPERTY UNIT NO. 356-55	43	MATERIAL LIST (P.O. 1848088401)
44	PROPERTY UNIT NO. 356-56	44	MATERIAL LIST (P.O. 1848088401)
45	PROPERTY UNIT NO. 356-57	45	MATERIAL LIST (P.O. 1848088401)
46	PROPERTY UNIT NO. 356-58	46	MATERIAL LIST (P.O. 1848088401)
47	PROPERTY UNIT NO. 356-59	47	MATERIAL LIST (P.O. 1848088401)
48	PROPERTY UNIT NO. 356-60	48	MATERIAL LIST (P.O. 1848088401)
49	PROPERTY UNIT NO. 356-61	49	MATERIAL LIST (P.O. 1848088401)
50	PROPERTY UNIT NO. 356-62	50	MATERIAL LIST (P.O. 1848088401)
51	PROPERTY UNIT NO. 356-63	51	MATERIAL LIST (P.O. 1848088401)
52	PROPERTY UNIT NO. 356-64	52	MATERIAL LIST (P.O. 1848088401)
53	PROPERTY UNIT NO. 356-65	53	MATERIAL LIST (P.O. 1848088401)
54	PROPERTY UNIT NO. 356-66	54	MATERIAL LIST (P.O. 1848088401)
55	PROPERTY UNIT NO. 356-67	55	MATERIAL LIST (P.O. 1848088401)
56	PROPERTY UNIT NO. 356-68	56	MATERIAL LIST (P.O. 1848088401)
57	PROPERTY UNIT NO. 356-69	57	MATERIAL LIST (P.O. 1848088401)
58	PROPERTY UNIT NO. 356-70	58	MATERIAL LIST (P.O. 1848088401)
59	PROPERTY UNIT NO. 356-71	59	MATERIAL LIST (P.O. 1848088401)
60	PROPERTY UNIT NO. 356-72	60	MATERIAL LIST (P.O. 1848088401)
61	PROPERTY UNIT NO. 356-73	61	MATERIAL LIST (P.O. 1848088401)
62	PROPERTY UNIT NO. 356-74	62	MATERIAL LIST (P.O. 1848088401)
63	PROPERTY UNIT NO. 356-75	63	MATERIAL LIST (P.O. 1848088401)
64	PROPERTY UNIT NO. 356-76	64	MATERIAL LIST (P.O. 1848088401)
65	PROPERTY UNIT NO. 356-77	65	MATERIAL LIST (P.O. 1848088401)
66	PROPERTY UNIT NO. 356-78	66	MATERIAL LIST (P.O. 1848088401)
67	PROPERTY UNIT NO. 356-79	67	MATERIAL LIST (P.O. 1848088401)
68	PROPERTY UNIT NO. 356-80	68	MATERIAL LIST (P.O. 1848088401)
69	PROPERTY UNIT NO. 356-81	69	MATERIAL LIST (P.O. 1848088401)
70	PROPERTY UNIT NO. 356-82	70	MATERIAL LIST (P.O. 1848088401)
71	PROPERTY UNIT NO. 356-83	71	MATERIAL LIST (P.O. 1848088401)
72	PROPERTY UNIT NO. 356-84	72	MATERIAL LIST (P.O. 1848088401)
73	PROPERTY UNIT NO. 356-85	73	MATERIAL LIST (P.O. 1848088401)
74	PROPERTY UNIT NO. 356-86	74	MATERIAL LIST (P.O. 1848088401)
75	PROPERTY UNIT NO. 356-87	75	MATERIAL LIST (P.O. 1848088401)
76	PROPERTY UNIT NO. 356-88	76	MATERIAL LIST (P.O. 1848088401)
77	PROPERTY UNIT NO. 356-89	77	MATERIAL LIST (P.O. 1848088401)
78	PROPERTY UNIT NO. 356-90	78	MATERIAL LIST (P.O. 1848088401)
79	PROPERTY UNIT NO. 356-91	79	MATERIAL LIST (P.O. 1848088401)
80	PROPERTY UNIT NO. 356-92	80	MATERIAL LIST (P.O. 1848088401)
81	PROPERTY UNIT NO. 356-93	81	MATERIAL LIST (P.O. 1848088401)
82	PROPERTY UNIT NO. 356-94	82	MATERIAL LIST (P.O. 1848088401)
83	PROPERTY UNIT NO. 356-95	83	MATERIAL LIST (P.O. 1848088401)
84	PROPERTY UNIT NO. 356-96	84	MATERIAL LIST (P.O. 1848088401)
85	PROPERTY UNIT NO. 356-97	85	MATERIAL LIST (P.O. 1848088401)
86	PROPERTY UNIT NO. 356-98	86	MATERIAL LIST (P.O. 1848088401)
87	PROPERTY UNIT NO. 356-99	87	MATERIAL LIST (P.O. 1848088401)
88	PROPERTY UNIT NO. 356-100	88	MATERIAL LIST (P.O. 1848088401)

2025 AUG 16



NO.	REVISION	DATE	BY	CHKD.	APP'D.	DESCRIPTION
1						ISSUED FOR CONSTRUCTION
2						REVISION TO ADD 1/2\"/>
3						REVISION TO ADD 1/2\"/>
4						REVISION TO ADD 1/2\"/>
5						REVISION TO ADD 1/2\"/>
6						REVISION TO ADD 1/2\"/>
7						REVISION TO ADD 1/2\"/>
8						REVISION TO ADD 1/2\"/>
9						REVISION TO ADD 1/2\"/>
10						REVISION TO ADD 1/2\"/>

Houston Pipe Line Company  
 Houston, Texas  
 HOUSTON WEST LOOP 217 PIPELINE  
 AS-BUILT DETAILS  
 FROM BEND COUNTY, TEXAS



ATLANTA, GEORGIA  
 2000 1000 1000  
 2000 1000 1000

AS PER ORIGINAL

Houston Pipe Line Co.  
Vivian Leatherberry Smith  
To: George Leatherberry Smith, Tr.

1944 711

THE STATE OF TEXAS  
COUNTY OF FORT BEND

166873  
TR #2

(3040)  
TR #2

20" HOUSTON WEST LOOP

WHEREAS, in the year 1942 HOUSTON PIPE LINE COMPANY, a Texas corporation, laid and constructed a natural gas pipeline on its right-of-way and easement extending over, through, and upon a certain tract of land situated in and a portion of the Alexander Hodge Survey, Abstract 32, Fort Bend County, Texas; and

WHEREAS, Houston Pipe Line Company has been requested to define the width and location of its right-of-way and easement across said lands and to release and relinquish that portion of the lands covered thereby outside of the hereinafter described thirty foot (30') wide easement unto VIVIAN LEATHERBERRY SMITH, TRUSTEE, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained and the sum of One Dollar (\$1.00) cash to it in hand paid, Houston Pipe Line Company (hereinafter called Houston) does hereby RELEASE and RELINQUISH all of its rights, titles and interest unto Vivian Leatherberry Smith, Trustee (hereinafter called Grantee), her heirs, representatives and assigns, as to the tract of land described above, SAVE and EXCEPT the following described land, to-wit:

A right-of-way and easement thirty feet (30') in width extending over, through, along and across that certain tract of land situated in and a portion of the Alexander Hodge Survey, Abstract 32, Fort Bend County, Texas; said tract of land being more particularly described and recorded in Volume 468, Page 295 of the Deed Records of Fort Bend County, Texas, to which reference is hereby made for all purposes.

The centerline of said thirty foot (30') wide right-of-way and easement is described as follows:

BEGINNING at a stake in a fence for the West line of this tract; said stake being South 00° 15' East, 1735.0 feet along said fence from a 4" x 4" concrete marker set for the Northwest corner of this tract;

THENCE South 60° 20' East, 974.0 feet to a stake in a fence for the Westerly right-of-way line of F.M. Highway 1960;

437 712

THENCE continuing South 60° 20' East, 187.0 feet to a stake for the Easterly right-of-way line of said F.M. Highway 1960; said stake being in State Highway Station 1155 + 44.4;

THENCE South 60° 20' East, 3434 feet to a stake in the West right-of-way line of a County Road.

As to which last above particularly described land, Houston shall have the right-of-way and right to lay, construct, maintain, inspect, operate, repair, substitute, change the size of, replace and remove a pipeline for the transportation of natural gas, together with such equipment and apparatus incident to the use and convenient operation of said pipeline, with the right of ingress and egress as to said described land for all purposes necessary and incident to the exercise by Houston of the rights granted.

This agreement and all of the terms and provisions hereof shall be binding upon all parties hereto, their heirs, administrators, successors or assigns, and shall constitute covenants running with the land. The acceptance hereof by Grantee shall be sufficient evidence of the agreement by Grantee with all of the terms and provisions hereof.

WITNESS THE EXECUTION HEREOF this 2nd day of August, 1967.

ATTEST:  
[Signature]  
Assistant Secretary

HOUSTON PIPE LINE COMPANY  
By [Signature]  
Vice President

THE STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared [Signature], Vice President, of Houston Pipe Line Company, a Texas corporation, 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 set forth, and as the act and deed of said corporation.

GIVEN under my hand and seal of office this the 2nd day of August, 1967.

FILED FOR RECORD  
TIME  
DEC 6 1967



[Signature]  
NOTARY PUBLIC in and for Harris County, Texas

AS PER ORIGINAL

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



DEC 8 1967

*Ella Maeek*

COUNTY CLERK, Fort Bend  
County, Texas

(3040)  
TR # 24

SUGARLAND INDUSTRIES  
TRAC 24.

[Faint, mostly illegible text, likely a document or report]

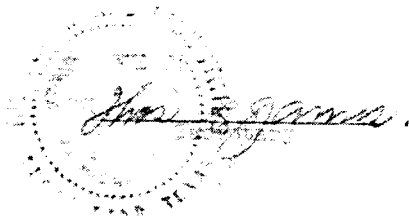
AS PER ORIGINAL

AS PER ORIGINAL

AS PER ORIGINAL

28<sup>th</sup> May

*[Faint handwritten signature]*



May

28<sup>th</sup>

*E. R. Mantz*

*[Small handwritten text]*