

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

County: Fort Bend  
Project No.: 741  
Road Project Letting Date: 10/2012

Road: West Belfort (Phase 2)  
Limits: From: SH 99  
To: Harlem Road

This Agreement by and between Fort Bend County, Texas, ("**County**"), acting by and through its duly authorized official, and Dow Pipeline Company, 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 West Belfort, which said changes are generally described as follows: widen from 2 lanes to a 4-lane boulevard section.

**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: Dow Pipeline Company and such work is described in **Owner's** Estimate (estimated at \$32,100.00), 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 100 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

##### **Owner: Dow Pipeline Company**

Executed and approved by Dow Pipeline Company for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by Dow Pipeline Company.

By:   
Chris Blanks

Title: Manager, Land and Right of Way

Date: 11-20-12

#### 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: Judge, Fort Bend County

Date: 12-4-2012

Fort Bend County Project: #741  
Utility: Dow Pipeline Company  
Utility Project Number:  
Roadway: West Bellfort (Phase 2)  
Eligibility Ratio: 100%

## EXHIBIT A

### INCLUDES:

Scope of Work: Work Description: Attached

Summary Estimate

Labor Estimate

Materials Estimate

Voucher Estimate (if applicable)

# **The Dow Chemical Company**

## **Gulf Coast Pipeline**

### **30 Inch DT vent pipe relocations on the south side of West Bellfort Road**

## **SCOPE OF WORK**

**September 2012**

Authored By: Jeff Hooks

## **I. DESCRIPTION OF PROJECT**

Dow will need to relocate a vent pipe on the 30"DT gas pipeline due to the Fort Bend County Road project #741 at West Bellfort Road. Dow will need to extent the existing vent pipe on the south side of West Bellfort road approximately 60 feet.

## **II. SCOPE OF WORK AND SCHEDULE**

D&W will survey the profile and R-O-W for relocations of vent pipe. Driver Pipeline will excavate and weld new vent pipe into place.

30 inch DT Vent Pipe Relocation

1-Survey center line And Profile	3days
2- install relocated vent pipe	2 Days
<b>Total Days</b>	<b>5</b>

Cost Estimate for Pipeline Adjustment

Contract Labor & Materials

	Qty	Units	Cost	Unit	Total Cost
<b>Surveying and Engineering</b>					
2 man survey crew	5	days	\$ 1,500.00	/day	\$ 7,500.00
Drafting	3	days	\$ 1,000.00	/day	\$ 3,000.00
Engineering		days		/day	-
<b>Materials</b>					
Carrier Pipe		feet		/foot	-
Casing Pipe	0	feet	\$ 50.00	/foot	-
Vent Pipe	80	feet	\$ 5.00	/foot	\$ 400.00
Directional Drill		feet	\$ 200.00	/foot	-
Fabricated Bends		pieces		/pc	-
Tape/Primer	1	cases	\$ 600.00	/case	\$ 600.00
Valves, fittings		pieces		/pc	-
Bolts, gasket, insulator kits		pieces		/pc	-
Casing Isolaters		pieces	\$ 20.00	/pc	-
End Seals		pieces	\$ 200.00	/pc	-
Nitrogen		trucks	\$ 5,000.00	/truck	-
Flared/lost product		lbs./brls.		/lb./brl.	-
<b>Labor and Equipment</b>					
Mobilization, De-Mobilization	2	sites	\$ 1,000.00	/site	\$ 2,000.00
Excavation					
Track-hoe (1 1/2 yd.)	2	days	\$ 1,250.00	/day	\$ 2,500.00
Back-hoe		days	\$ 280.00	/day	-
Side-boom (HD21)		days	\$ 480.00	/day	-
Dozer (D-6)		days	\$ 520.00	/day	-
Equipment Operator	20	manhours	\$ 45.00	/manhour	\$ 900.00
General construction labor	80	manhours	\$ 35.00	/manhour	\$ 2,800.00
Pipe hauling, stringing		trucks		/truck	-
Welding crew	1	days	\$ 1,000.00	/day	\$ 1,000.00
X-Ray crew		days		/day	-
Field re-coat crew		days		/day	-

Fire Blanket	days		\$	-
Hydrotect and dry	lot	/lot	\$	-
Casing Gell-Fill / Wax	lot	/lot	\$	-
Asbestos abatement crew	days	/day	\$	-
Cleanup	1 days	/day	\$	5,000.00
<b>Total Contractor Costs</b>			\$	25,700.00

## Company Labor

<b>Labor &amp; Expenses</b>				
Inspection Labor	2 days	500.00 /day	\$	1,000.00
Inspection Expense	2 days	150.00 /day	\$	300.00
Engineering & drawing updates	hrs.	50.00 /hr.	\$	-
Pipeline tech. - decommission/comm.	40 hrs.	40.00 /hr.	\$	1,600.00
ROW easement acquisition/amend	sites	/site	\$	-
ROW Damages	1 sites	1500 /site	\$	1,500.00
ROW Processing & Landowner Notifications	40 hrs.	50 /hr.	\$	2,000.00
Permit Fees	lot	/lot	\$	-
<b>Total Company Costs</b>			\$	6,400.00

## Total

<b>Project Subtotal</b>			\$	32,100.00
<b>Project Total</b>			\$	32,100.00

Fort Bend County Project: #741  
Utility: Dow Pipeline Company  
Utility Project Number:  
Roadway: West Bellfort (Phase 2)  
Eligibility Ratio: 100%

## EXHIBIT B

### INCLUDES:

Plan of Adjustment Drawings



FORT BEND COUNTY  
TEXAS

OXFORD CHASE TRAIL

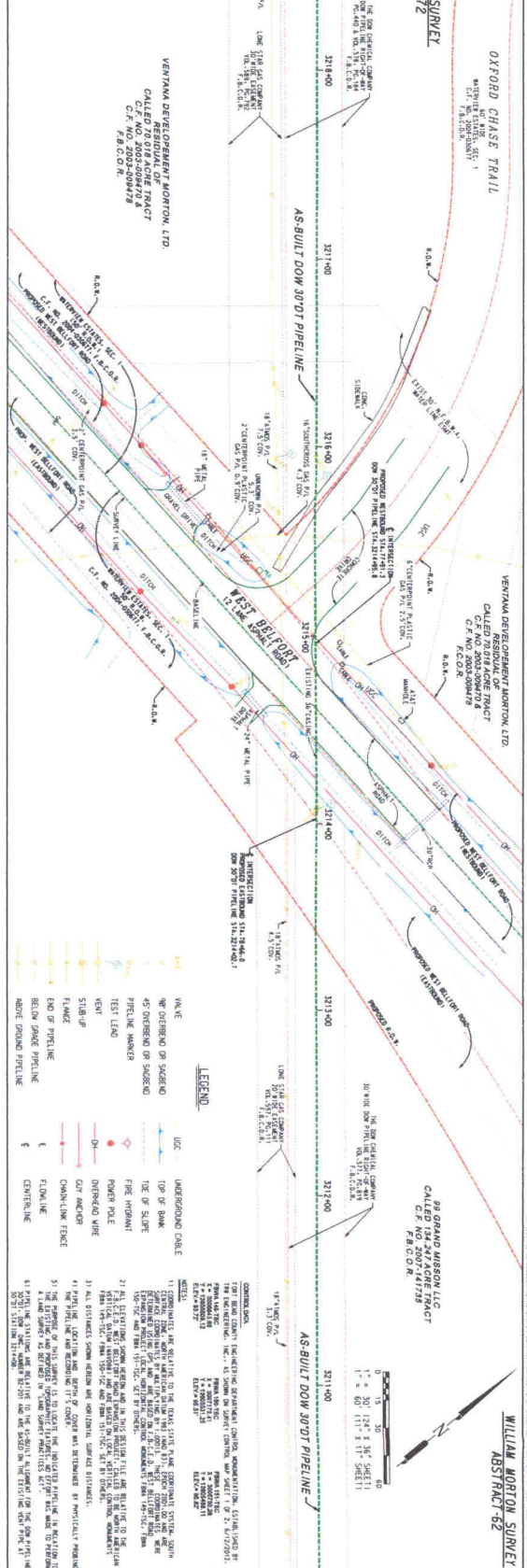
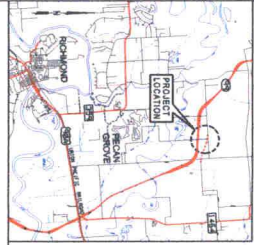
JOHN FREDRICK SURVEY  
ABSTRACT - 172

WATERING TROUGH, 35'-1"  
C.D. NO. 2003-008473  
F.A.C.O.R.

VENUM DEVELOPMENT NORTH, LTD.  
RESIDUAL OF TRACT  
C.F. NO. 2003-008473  
F.A.C.O.R.

WILLIAM MORTON SURVEY  
ABSTRACT - 62

THE GRAND MARSH LTD.  
CALLED TO OXFORD TRACT  
C.F. NO. 2007-041738  
F.A.C.O.R.



- CONSTRUCTION NOTES:
- 1) THE PROPOSED 30" WATER MAIN ALIGNMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS, TEXAS EDITION, 2005, LATEST EDITION, AND THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS, TEXAS EDITION, 2005, LATEST EDITION, AND THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS, TEXAS EDITION, 2005, LATEST EDITION.
  - 2) THE PROPOSED 30" WATER MAIN SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS, TEXAS EDITION, 2005, LATEST EDITION, AND THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS, TEXAS EDITION, 2005, LATEST EDITION.
  - 3) THE PROPOSED 30" WATER MAIN SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS, TEXAS EDITION, 2005, LATEST EDITION, AND THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS, TEXAS EDITION, 2005, LATEST EDITION.
  - 4) THE PROPOSED 30" WATER MAIN SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS, TEXAS EDITION, 2005, LATEST EDITION, AND THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS, TEXAS EDITION, 2005, LATEST EDITION.
  - 5) THE PROPOSED 30" WATER MAIN SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS, TEXAS EDITION, 2005, LATEST EDITION, AND THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS, TEXAS EDITION, 2005, LATEST EDITION.

**Doyle & MacIntyre Inc.**  
SURVEYING AND MAPPING CONSULTANTS  
11000 WEST 11TH STREET, SUITE 100  
FORT WORTH, TEXAS 76116  
TEL: 817-335-1111  
WWW.DOYLEMACINTYRE.COM

REVISION: 11/15/12

NO.	DESCRIPTION	DATE	BY	CHKD.
1	ISSUED FOR PERMIT	11/15/12	JD	JD

PROF. LIE A-A LOOKING NORTHEAST  
1" = 30' HORIZONTAL  
1" = 5' VERTICAL  
124" X 36" SHEET  
11/15/12

NO.	DESCRIPTION	DATE	BY	CHKD.
1	ISSUED FOR PERMIT	11/15/12	JD	JD

THE DOW CHEMICAL COMPANY  
TECHNICAL SERVICES  
10000 WEST 11TH STREET, SUITE 100  
FORT WORTH, TEXAS 76116  
TEL: 817-335-1111  
WWW.DOWCHEMICAL.COM

REVISION: 11/15/12

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NO.	DESCRIPTION	DATE	BY	CHKD.
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Fort Bend County Project: #741  
Utility: Dow Pipeline Company  
Utility Project Number:  
Roadway: West Bellfort (Phase 2)  
Eligibility Ratio: 100%

## EXHIBIT C

### INCLUDES:

Easement or Fee Title Documents

Eligibility Calculation

### ELIGIBILITY CALCULATION:

1)

a.

To: Easement

COMPARED

DEED VOL. 577 PAGE 819

The Dow Chemical Co.

217317

STATE OF TEXAS I

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WALKER I

1. THAT the Texas Board of Corrections, hereinafter called Board, acting herein by its duly authorized Chairman, in behalf of the State of Texas, by virtue of the authority granted by Acts 1943, 48th Leg., Page 381, Ch 177 (Art. 6203d, Vernon's Civil Statutes, and by and with the consent of the Governor and Attorney General of the State of Texas, as evidenced by their signatures affixed hereto, and for and in consideration of these presents, hereby grants unto THE DOW CHEMICAL COMPANY, a Delaware corporation, duly qualified to do business in the State of Texas, with offices at 3636 Richmond Avenue, Houston, Texas 77027, hereinafter called Grantee, its successors, or assigns, a right of way easement covering a strip thirty feet (30') in width in part and sixteen and one-half feet (16.5') in width in part across the hereinafter described land for the following kind of facility, to-wit:

One thirty inch (30") in diameter pipeline and two block valves for transportation of Oil, Gas or their products with the right to construct and erect such facility and to maintain, repair, operate, replace and rebuild such facility on and across the following described land, owned by the State of Texas, in Fort Bend County, Texas, to-wit:

TRACT NO. I: HARLEM STATE FARM

That certain tract of land as described in the field notes recorded in Volume 152 at page 423 of Deed Records of Fort Bend County, Texas, LESS AND EXCEPT: all that portion of said land conveyed to R. E. Smith from The State of Texas in Patent dated May 17, 1965, recorded in Volume 465 at Page 447 of the Deed Records of Fort Bend County, Texas, being Tracts No. 25 and 26 of said Patent.

The easement across Tract No. I shall be thirty feet (30') in width along the most Northwesterly segment shown on Drawing No. A3-33-32370 the centerline of which is shown on said drawing. For the remainder of the route shown on said drawing, the right of way shall be sixteen and one-half feet (16.5') inwidth being fifteen feet (15') Southwesterly and one and one-half feet (1.5') Northwesterly of the route shown on said drawing.

TRACT NO. II: CENTRAL PRISON FARM

That certain tract of land as described in the field notes recorded in Volume 152 at Page 425, of the Deed Records of Fort Bend County, Texas.

The easement across Tract No. II shall be thirty feet (30') in width, the centerline of which is shown on Drawing No. A3-36-32370.

2. This grant is executed in consideration of the sum of \$96,719.24 in hand paid by Grantee and the further consideration of the obligations of the said Grantee hereinafter set out, which consideration is deemed fair and adequate. All money now or hereafter due to the State of Texas or its agents under the terms of this agreement shall be delivered to the Board at Huntsville, Texas, and shall be payable to the Texas Board of Corrections and shall be deposited with the Treasurer of the State of Texas, at Austin, Texas, for the benefit of the Texas Department of Corrections Special Mineral Lease Fund as authorized by Senate Bill No. 47, Acts of the 58th Legislature.

3. Plats of said lands, showing the area owned by the State of Texas and showing the location of the Grantee's right of way is attached hereto and made a part of this agreement.

4. In the event the Grantee fails to pay any money due under the terms of this agreement when the same becomes due, the State of Texas has the right, at its option, to cancel this agreement and to re-enter upon and take possession of said premises, without prejudice to any claim of payments due.

5. It is agreed that when the facility intended by this instrument is placed on said land, the location of the right of way shall thereby become fixed

R/W 33 +  
3/6

at the location of said facility and the course and location of said right of way shall not be changed, except by agreement with the proper official of the State of Texas as authorized by law.

6. The Grantee is hereby granted the right of ingress and egress to and from right of way for the purpose of constructing, erecting, maintaining, repairing, replacing, and rebuilding said facility and such right is not granted for any other purpose. The Grantee agrees to occupy the land only to the extent and for the length of time necessary when constructing, erecting, maintaining, repairing, replacing and rebuilding said facility.

7. The Grantee agrees to bury all pipelines provided for in this agreement below plow depth, which, in any event, shall be to a depth below thirty-six inches (36") or more, and to construct the same and maintain the same at said depth and in such a way so as not to interfere with the use of the land for the grazing of livestock or for farming in the usual manner; and the Grantee agrees to erect all electric lines provided for in this agreement, if any, so as not to interfere with the use of the land for the grazing of livestock or for farming in the usual manner, except that it is understood that the ordinary and usual poles and towers and necessary guy wires may be erected; and the Grantee agrees to maintain all irrigation canals, laterals, flumes and ditches provided for in this agreement, if any, so as not to interfere with or damage by overflow or otherwise the use of the land for grazing of livestock or for farming in the usual manner.

8. It is understood that the Grantee cannot construct, erect or maintain any facility or permit the construction, erection, or maintenance of any facility in, along, upon or across said land, unless the same is specifically provided for in the first paragraph of this agreement, or unless the same is otherwise permitted by the laws of the State of Texas. However, if this grant is for pipeline purposes, the Grantee is entitled to replace said pipeline with a larger or smaller pipe, or pipe of the same size, but it cannot build another pipeline along side of its first pipeline or at another location without having an agreement from the proper official of the State of Texas as authorized by law; and if this grant is for an electric line, the Grantee is entitled to replace poles, towers and guy wires at their original location, and attach additional wires on the poles and towers, but it cannot erect additional poles, towers and guy wires after it has erected the original line without having an agreement from the proper officials of the State of Texas as authorized by law.

9. It is agreed that if the Grantee damages or destroys any fences, bridges, buildings, or other structures on said land (other than the structures constructed by the Grantee) that said Grantee will within a reasonable time rebuild and repair the same to the extent that they will be in as good condition as they were before the Grantee damaged or destroyed them.

10. The Grantee agrees to pay to the Board the amount of actual damage done to fences, bridges, buildings, timber, growing crops and livestock (other than property belonging to the Grantee) by reason of the constructing, erecting, maintaining, repairing, replacing and rebuilding of said facility; provided, that damages repaired by the Grantee as prescribed in the preceding paragraph shall not be included.

11. The Grantee shall have the right, subject to the guarantees made in paragraph 13 hereof, to remove any of its own property from said right of way provided all payments under this agreement due at the time of such removal are paid in full. If the Grantee removes any pipes, poles or other equipment or structures, or abandons any canals, laterals, flumes or ditches, it (he) will fix and level as required by the Board the land affected thereby so that said land will be as nearly as possible in the same condition it was before the Grantee entered thereon.

12. It is further agreed that Grantee shall pay all costs of any improvements at any time made necessary in crossing the right of way herein granted. Said "costs of any improvements" shall include, among others, the costs of crossing the right of way herein granted by the constructing of public highways, roads

and streets, and drainage ditches, in, on and along other right of way easements granted at any time by virtue of Article 6203d, Vernon's Civil Statutes.

13. Grantee hereby guarantees to the Board, or other State agency having jurisdiction of the land, the use of the substance or commodity conveyed along, across, or over the right of way granted hereby at such times and in such amounts as said Board may require and on fair and reasonable terms as provided in Article 6203d, Vernon's Civil Statutes. It is agreed and understood, however, that delivery shall be made only at either of two valves to be located on sites described in Paragraph 15 herein below and shall be for the Board's own consumption and not for resale. It is further understood and agreed that any deliveries hereunder shall be limited by delivery capacity of said line available in excess of that required for use of Grantee and Grantee's other customers, and availability of the product transported.

14. It is specifically understood and agreed that this grant is a grant of right of way easement only, and does not grant the fee or any interests in the minerals, in and to the land affected hereby.

15. For the consideration above stated, said the Board grants unto Grantee exclusive easements on two valve sites to be located as shown on Drawings A3-33-32370 and A3-36-32370 attached hereto and made a part hereof, with the right to construct, maintain, operate, alter, repair, replace and remove block valve installations, and other fittings, appliances and equipment and with the right to enclose same within a fence.

16. This agreement granting the right of way easement above described and each covenant and condition contained herein shall be covenants running with the land, shall be binding on the Board and the State of Texas, their successors, and assigns, and on Grantee, its (or his) heirs, successors and assigns, and shall extend until Grantee shall cease to use the easement for the purpose for which this grant is made.

EXECUTED this 24<sup>th</sup> day of July, 1972.

TEXAS BOARD OF CORRECTIONS

By W. H. Cropper  
Chairman

GRANTOR

APPROVED AS TO LOCATION:

[Signature]  
Director, Texas Dept. of Corrections

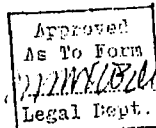
APPROVED AND CONSENTED TO:

[Signature]  
Governor of Texas

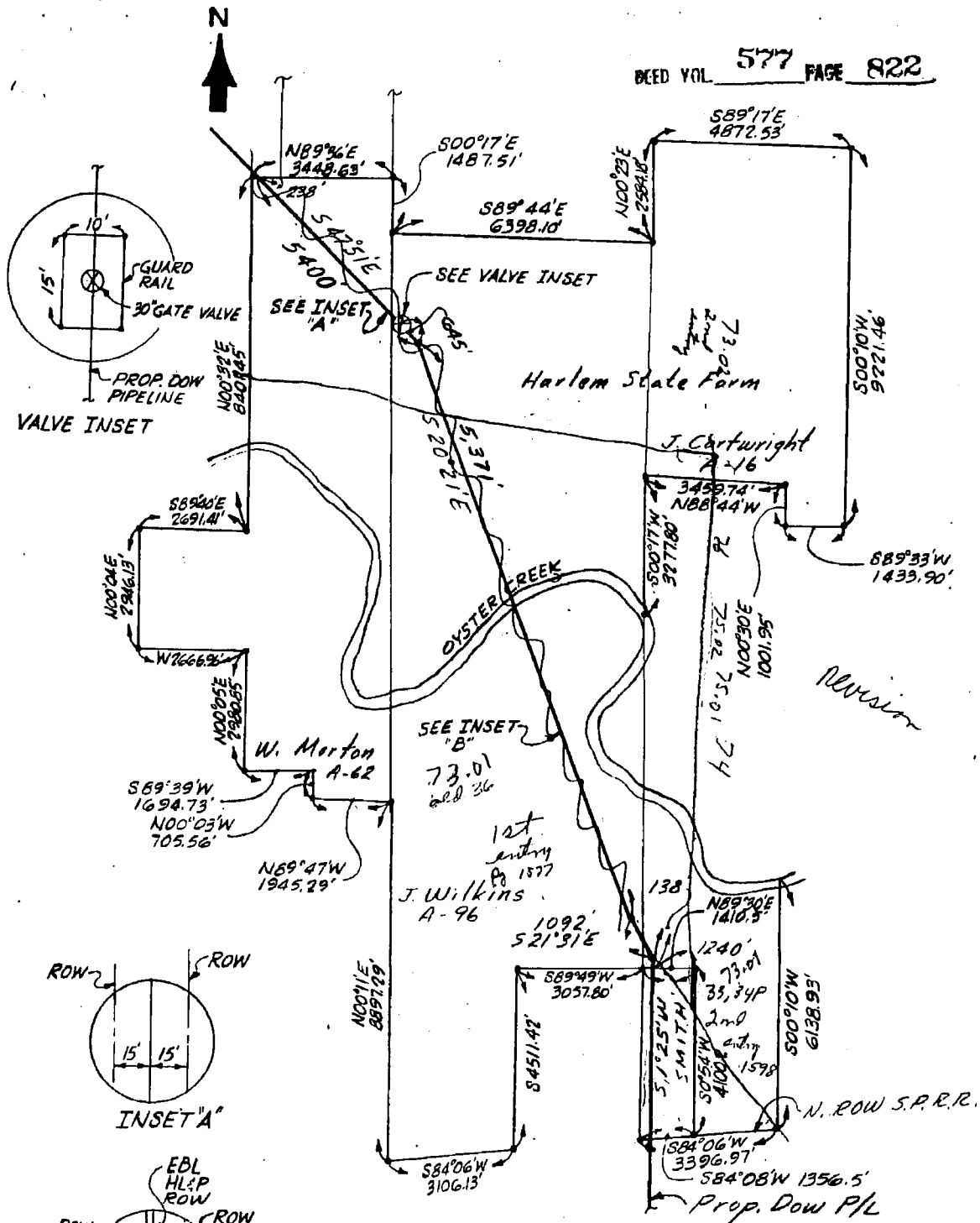
THE DOW CHEMICAL COMPANY

By D. L. Rooke  
D. L. Rooke, Attorney-in-Fact

GRANTEE



ASST. Attorney General of Texas [Signature]

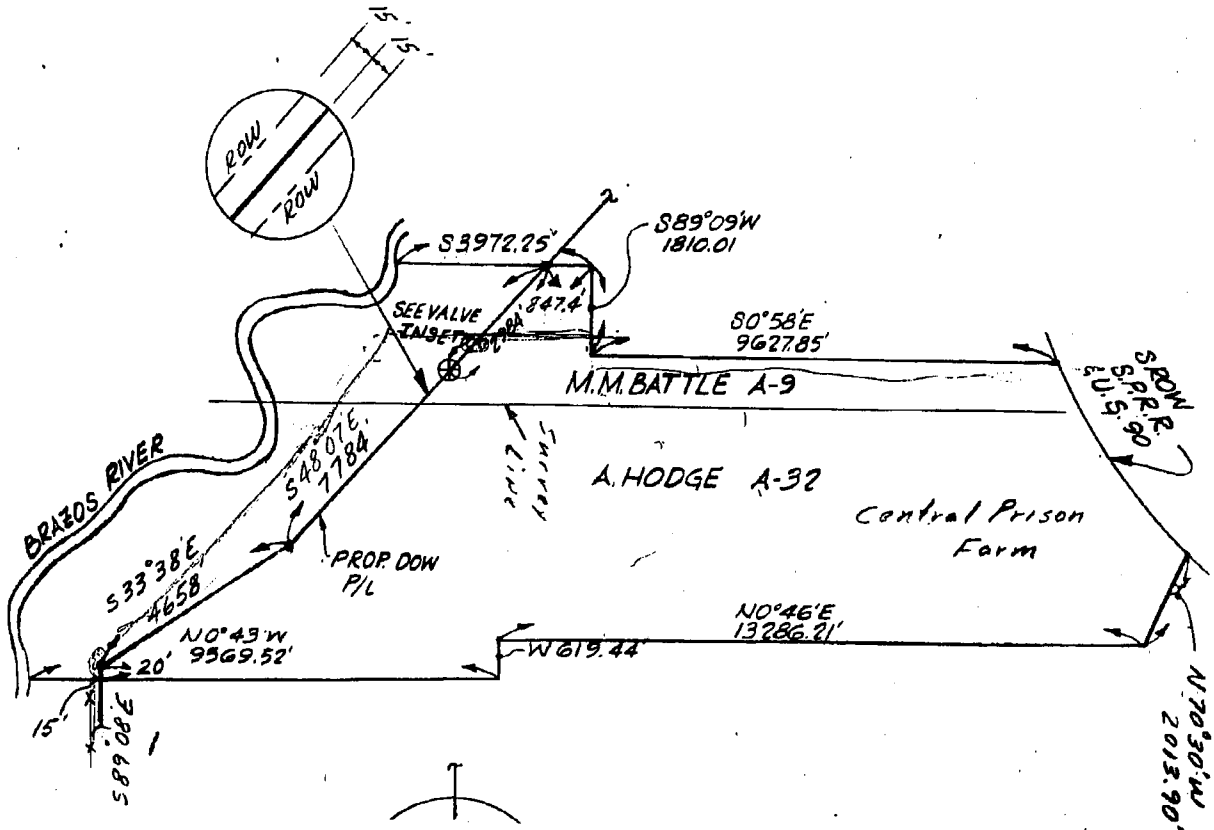


P 1598  
 call 33  
 new  
 Harlan Prison

THE DOW CHEMICAL COMPANY		
TEXAS DIVISION		
FREEPORT, TEXAS		
PLAT SHOWING		
Proposed Dow Chemical Co. Pipe Line Across the Texas Dept. of Corrections 5656.65 AC in the William Morton A-62, Jane Wilkins A-96 & the J.H. Cartwright A-16 survey in Fort Bend Co. Texas		
DRAWN R. SMITH	CHECK GAX	DRAWING NO. A3-33-32370
DATE 5-24-72	SCALE 1" = 3000'	



DEED VOL. 577 PAGE 823



See revision

Central Prison  
171-02  
old 3/4  
# 1578

THE DOW CHEMICAL COMPANY TEXAS DIVISION FREEPORT, TEXAS		
PLAT SHOWING Proposed Dow Chemical Co. Pipe Line Across the Texas Dept. of Corrections 5202.88 Ac. Tr. In the A. Hodge A-32 & M.M. Battle A-9 survey in Fort Bend Co. Texas		
DRAWN RSMITH DATE 5-31-72	CHECK GAK SCALE 1" = 3000'	DRAWING NO. A3-36-32370 33

STATE OF TEXAS     I  
COUNTY OF BRAZORIA   I

DEED VOL. 577 PAGE 824

BEFORE ME, the undersigned authority, on this day personally appeared D. L. ROOKE, known to me to be the person whose name is subscribed to the foregoing instrument as Attorney-in-Fact for THE DOW CHEMICAL COMPANY, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of THE DOW CHEMICAL COMPANY.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 24<sup>th</sup> day of

July, 1972.



Nancy L. Prince  
Notary Public in and for Brazoria County,  
Texas.

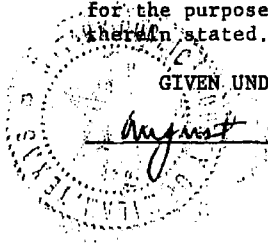
My Commission Expires  
January 1, 1973  
Notary Public in and for Brazoria County, Texas  
My Commission Expires June 1, 1973

STATE OF TEXAS  
COUNTY OF Milam     I

BEFORE ME, the undersigned authority, a Notary Public, in and for Milam County, Texas, on this day personally appeared John H. Coffield, Chairman of the Texas Board of Corrections, 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, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 2nd day of

August, 1972.



Joise Palmer  
Notary Public in and for Milam  
County, Texas.

My Commission Expires

June 1, 1973

FILED FOR RECORD  
AT 8 O'CLOCK AM

NOV 14 1972

Ella Macek  
County Clerk, Fort Bend, Co., Tex.

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



NOV 16 1972

Ella Macek  
COUNTY CLERK, Fort Bend  
County, Texas