Rev. 4/2008 Page 1 of 2

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

County: Fort Bend

Road: Spur 10

Project No.: n/a

Limits:

From: US 59 South

Road Project Letting Date: August 2013

To: SH 36

This Agreement by and between Fort Bend County, Texas, ("County"), acting by and through its duly authorized official, and DCP Midstream, 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 Spur 10, which said changes are generally described as follows: [SP 10]

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: [The lowering of (1) 16" pipeline] and such work is described in Owner's Estimate (estimated at \$283,554.93), 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 <a href="Exhibit">Exhibit "A"</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.

# Owner: Utility Executed and approved by Utility for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by Utility. By: MARK T. BARDWELL Title: Attorney-In-Fact Date: 700 30 2013

**UTILITY** 

### **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:

10-8-2013

Approved by Comm. Court on 9-24-2013

Fort Bend County Project

Road Project Letting Date:

Utility:

DCP Midstream August 2013

Roadway:

Spur 10; From: US 59 South, To: SH 36

Eligibility Ratio:

100%

### **EXHIBIT A**

### **INCLUDES:**

Scope of Work: Work Description: Replace and lower (1) 16" pipeline for the Spur 10 road widening project

Summary Estimate - \$283,554.93

Labor Estimate - \$266,482.00

Materials Estimate - \$17,072.00

Voucher Estimate (if applicable)

### **Scope of Work for Spur 10**

Operations will shut in production, block in section of 16" and de-pressured approx. 21 miles of pipeline for construction. Construction will mob in and clear r-o-w. 16" pipe will be strung, welded, x-ray and hydro tested. Construction will start excavating existing 16" pipeline during de-pressuring of pipeline. Construction will cut and remove approx. 140 of existing 16" after de-pressuring has been completed by operation. Installation of approx. 140 of 16" .375 x-52 ARO ERW pipe and two offset 16" 45° fittings will be welded in place of existing 16" .281 x-46 ERW. All tie-in welds will be x-ray and apply coating (Protol) to new welds. Survey will then survey in new section of pipe. Construction will start backfilling of new section compacting dirt as they backfill. Construction completes clean up and mob out.

### 16" Relocation for Spur 10 Widening

Item Description	UOM	Unit Price	Cost
16" x .375 x-52 ARO	160	\$53.85	\$8,616.00
lay cost	140	\$629.60	\$88,144.00
survey	1	\$12,000.00	\$12,000.00
ROW agent	21	\$650.00	\$13,650.00
ROW (RODS)	0	\$0.00	\$0.00
meter run	0	\$0.00	\$0.00
inspection	7	\$914.00	\$6,398.00
misc. materials	0	\$0.00	\$0.00
valve setting	0	\$0.00	\$0.00
damages per acre	10	\$2,500.00	\$25,000.00
environmental survey	0	\$0.00	\$0.00
x-ray	3	\$1,800.00	\$5,400.00
bore footage	0	\$0.00	\$0.00
hydro test/water&tanks	1	\$10,100.00	\$10,100.00
valve site	0	\$0.00	\$0.00
paint / clean up	0	\$0.00	\$0.00
county / state permits	0	\$0.00	\$0.00
freight	0	\$0.00	\$0.00
trucking	1	\$2,200.00	\$2,200.00
test leads	2	\$200.00	\$400.00
Depressure line	1	\$16,616.00	\$16,616.00
coating (protol)	40	\$39.00	\$1,560.00
fittings	1	\$4,200.00	\$4,200.00
installation to existing line	1	\$33,215.50	\$33,215.50
regulator valve	0	\$0.00	\$0.00
fencing/ gate	0	\$0.00	\$0.00
signs	2	\$35.00	\$70.00
launcher/reciever	0	\$0.00	\$0.00
Existing pipe fill(abandon)	0	\$0.00	\$0.00
Flaring		\$1.00	\$19,000.00
		Subtotal	\$246,569.50
		Contingency 15%	\$36,985.43
		Grand Total	\$283,554.93

Labor	\$ 266,482.00
Materials	\$ 17,072.00

### Fort Bend County Project

Utility:

DCP Midstream

Road Project Letting Date:

August 2013

Roadway:

Spur 10; From: US 59 South, To: SH 36

Eligibility Ratio:

100%

### **EXHIBIT B**

**INCLUDES:** 

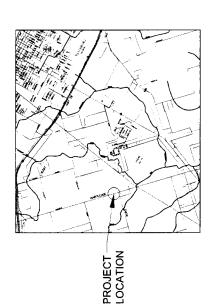
Plan of Adjustment Drawings

# GAS UTILITY LOCATION PLAN

GAS PIPELINE RELOCATION
PROPOSED 16" STEEL PIPELINE
HARTLEDGE ROAD
FORT BEND COUNTY, TX



OWNER: DCP MIDSTREAM 5910 SOUTH HIGHWAY 77 WARDA, TX 78960



DRAWING INDEX:

1.) COVER SHEET
2.) GENERAL HOTES
3.) PLAN AND PROFILE 16" RELOCATION

This document is referred for the purpose of mork-up and review under the outbroad of ince when Ye 1. UND 3 2013.
It is not to be used if a building or construction purposes.

# GENERAL NOTES:

1, EQSTMC UTLITES DATA IS PROVIDED FOR INFORMATION DNLY, ALTHOUGH IND DATA IS STOWN AS ACCURATELY AS POSSIBLE, THE CONFRICTION IS CAUTIONED THAT THE OWNER AND THE ENGINEER METHER ASSUMES HOR MAPLES ANY RESPONSIBILITY FOR THE ACCURACY OF THIS DATA.

2. CONTRACTOR IS TO WHEN LOCATION AND ELEVATION OF EXISTING INTELLINES PROOF TO CONSTRUCTION, AND SHALL SASJAK RESPONSIBILITY FOR RITHES DANAGED BY CONTRACTOR'S ACTIVITIES. 3. CONTRACTOR SHALL CCORDINATE INSTALLATION OF UTILITIES IN SUCH A MAINTER AS TO AVOID CONFLICTS AND TO ASSURE PROPER DEPTHS ARE ARCHYED.

\*\* PREMICE AUGUSTATION OF THE CONSTRUCTION COMPACTOR TO SHARING A PROMOTE AUGUSTATION OF THE CONSTRUCTION COMPACTOR THE PROMOTE AUGUSTATION OF THE CONSTRUCTION ACTIVITYS—PER TRACKS ACKESS BILL 1569. THE CONSTRUCTION ACTIVITYS—PER TRACKS ACKESS BILL 1569. THE CONSTRUCTION OF THE COMPACTOR AUGUSTATION ACTIVITY OF THE COMPACTOR ACTIVITY OF THE COMPACT ACTIVITY OF THE COMPACTOR ACTIVITY OF THE COMPACTOR ACTIVITY OF THE COMPACTOR ACTIVITY OF THE COMPACTOR ACTIVITY OF THE COMPACT ACTIVITY OF THE COMPACTOR ACTIVITY OF THE COMPACTOR ACTIVITY OF THE COMPACTOR ACTIVITY OF THE COMPACTOR ACTIVITY OF THE COMPACT ACTIVITY OF THE COMPACTOR ACTIVITY OF THE COMPACT ACTIVITY OF THE COMPA

5. GEAN- UP FOR FINAL ACCEPTANCE: THE CONTRACTOR SHALL MAKE. A FINAL CALLAN-LOF AT THE CONTRACTOR WAS RETORDED AT THE CONTRACT OF THE CONTRACT

5. FROTECTION OF EXSTING UTILITIES AND IMPROVAMENTS. THE CONTRACTOR SHALL THE ALGORIES TO PROUGE TALL ENSTING STRUCTURES.

WHINDRAMENTS AND UTILITIES WHICH MAY BE ENCOMMERED.

A PROPERTY LINES AND MONUMENTS. THE CONTRACTOR SHALL PROTEST AN INFOCATION OWNERS, AND YOUNG MAKENS, AND WENN AND YOUR WAS AN UNKNOWN THE WORKEN OWNERS OF MONUMENTS AND TO STUNGED OF STATE THE PROPERTY WETER PROPERTY AND TO STUNGED SHALL BE RESET AT THE EXPRESS OF THE CONTRACTOR.

8. ALL WORK REQUIRED UNDER THIS CONTRACT SHALL COMPLY WITH ALL COUNDEMENTS OF LAW, RECOLATION, DEFAULT OF LIGHES. IF THE CONTRACTOR FINDS THAT THERE IS A VARIANCE, HE SHALL IMMEDIATELY REPORT THIS TO THE DEVELOWER FOR RESOLUTION.

9 COMMINGE WITH NAME THE CONTESTION SALE FALL YOUNG YANTS ALL LOCAL, STIFF AND TERRISCHOPS AND ALL COCK, STIFF AND TERRISCHOORS TO SECURISCHOOL TO THE WART DOOR THERWARD ALL STORMACT AND RECEIVED AND ALL CONTESTION OF ALL CONTES

LO ETRING LUTURES, ARE LOCATION DAMAGINGS goined in He LANS RELAYIN OF SECTING JULIURS ARE BASED ON THE BEST IN GREAT LOCATION AND ALL CONTROLLED ON THE BEST SECTION AND ALL CONTROLLED ON THE LAND AND ALL CONTROLLED ON THE LICE. SECTION ALL CONTROLLED ON ADJUSTMENT AND ALL CONTROLLED ON THE LICE. SECTION ALL CONTROLLED ON ADJUSTMENT AND ALL CONTROLLED ON THE LICE. CONTROLLED ON ADJUSTMENT AND ALL CONTROLLED ON THE ALL CONTROLLED ON THE CONTROLLED ON THE SECURIOR FOR ALL CONTROLLED ON THE RESURFACE FOR ALL CONTROLLED ON THE PROPERTY OF THE PRO

11. ALL PIPELINES SHALL BE INSTALLED WITH A MINIMUM COVER OF 36 INCHES.

12. THESE PLANS ARE MEANT TO ESTABLISH THE HORIZONTAL AND WERTROLA, HOUNGWIN OF THE PEPFLUK GOVEN'S POETS. DERENGEMEN ARTISS, CORRESSION CONTROL, AND CONSTRUCTION METHODS ARE NOT PART OF THIS CONTRACT AND WILL BE ENGINEERED BY OTHERS.

## TXDOT NOTES:

I, WHILE WORNING WITHIN TXDOT RICH-OF-WAY THE CONTRACTOR WILL BE ENOUSED TO GOODRINAE HIS MISTALLATION ACTIVES THROUGH TXDOT'S CONSTRUCTION INSPECTOR IN CHARGE OF UTILITES, AT LEAST 48 HOURS PPIOR TO WORKLIG IN RIGHT-OF MAY.

2. THE UNITY CHEMAN AND CHEM IS COMPACTORY BY AND THE TESTING THE CHEMAN AND THE SHARE AND THE SHARE AND THE SHARE AND THE SHARE AND THAT THE CHEMAN AND THE WERE AND THAT THE CHEMAN AND THAT THE WERE AND THAT THE CHEMAN AND THAT AND THAT

3 UTLUTY COMPANES AND/OR THER CONTRACTORS CAN WORK WITHIN THE WOODAY LINENG DATLICH HOUSE STYFEN IS 5.00 AM AND 7.00 PM OCODAY LINENG FALLOWED WITHOUTH WORK WITHIN THE ROW OUTSING OF THOSE TIME HILL BE ALLOWED WITHOUT WRITTEN PERMISSION.

4. TRAFFIC CONTROL MUST COMFORM TO TODOT REQUIREMENTS AND RECOMMENDATIONS, AND SHOULD WEET OR EXCEED THE "TEXAS MANUAL ON CHIFORM TRAFFIC CONTROL DENIGES"

6. LANE CLOSURE WILL ONLY BE ALLOWED BETWEEN 9:00 AM AND 4:00 PM UNGGAY THRU FRIDAY. A 48 HOUR NOTHICATION PRIOR TO SET UP IS PROUNED. 6 LANE DLOSSIRES ARE NOT ALLOWED IN INCLEMENT WEATHER OR IF THE PAYEMENTS WET OR ICY.

7. THE UTLITY COMPANY OR ITS CONTRACTOR WILL BE HELD RESPONSIB. PER KEEPING THE STATE ROADWAY FREE OF WID, ROCKS, AND GENERAL PERMIT

6 NO CONSTRUCTION EQUIPMENT LEFT REFAITVE 10 A UTILITY LINE STANDALANDW MILE BE ALLOWED ON THE RODDMAY OR SHOULDER, UNLESS SPECERCULT, AUTHORIZED BY TOOT, EXCAVATE MATERIAL SHALL BE REPT OFF THE PAYEMENT AT ALL TIMES

WORK CREWS AND EQUIPMENT SHALL BE CONFINED TO AREA OUTSIDE OF THE ROADWAY SOULDER AND OFF THE EDGE OF PAYEMENT. THIS INCLUDES FIELD CREW MEHICLES.

10. CONSTRUCTION EQUIPMENT LETT OMENICAT IN THE RIGHT OF-MAY MINST BE ESCHORED OF WHY AGANGE GASTO MESS. FERENCE, AND BE PLACED AT LEAST 50. OFF THE EDGE OF PANILATIL, EQUIPMENT, LOCATION CLOSER PANILATIL, EQUIPMENT, LOCATION ON THE THAT OF THE EDGE OF PANILATIL, EDIPMENT, LOCATION ON THE PANILATION ON THE PROPERTIES ON CONCRETE TRAFFIC BARRIERS.

In "ALL Sear Land CONDETT EMPRESS COLOR WHEN HE STAT RIGHT OF HAVE HE BERED. AN EXCEPTION OF THE STALL MILE MILE MAN LESS THE STATE OF THE STANLING WALLING DISPOSE THE CONTRACT OF THE STANLING WALLING DISPOSE THE STANLING WALLING DISPOSE THE STANLING WALLING THE CHARTER AND PRESENT HE CHARTER AND PRESENT OF THE CHARTER WALLING THE CHARTER AND PRESENT OF THE CHARTER WALLING THE CHARTER AND PRESENT OF THE CHARTER WALLING WALLING

DOSE PISS LOCKLING WHINN IF YOUR THE EDGE PREMIER WAS IN HER HER WASHING HOUSE. HE TO THE COSTING PROMINE THE THE TOTAL PROMINE WERE THE TOTAL PROMINE WERE THE TOTAL PROMINE WERE THE TOTAL PROMINE WERE THE TOTAL PROMINE WERE TOTAL PROMINE TO STATE THE TOTAL PROMINE THE TOTAL PROMIN

THE PREMIT HOUSE WILL BE FEARINGTO THE GROUND TO THE GROUND TO SEGMENT TO RESIDENCE THE GROUND TO GROUND WILL BE FEARING TOWN TO WHICH THE WAS OF PROMISHING OR CONCENTION FOR A CONCENTION FOR CONCENTION FOR THE SEGMENTANCE CONCENTRY TO A LUSSIN TOWN TO THE SEGMENTANCE CANNOT FOR THE SEGMENTANCE TO THE SEGMENTANCE FRACE TO THE LITTLY PRICE TRAINED TO SEGMENT TO MAN WHICH THE THE CONSTRUCTION HIS THE SEGMENTANCE OF REPROVEDING THE SEGMENTANCE THE SEGMENTANCE THE SEGMENTANCE THE SEGMENT SHOW THE SEGMENT SHOWN THE SEGMENT SHOW THE

1. PIPING SPECIFICATIONS: MFG: STEEL

4. PIPELINES TO CLEAR LOWEST LOWEST UTILITY BY 5 FEET. 3. PIPELINE CROSSING TO BE ALL UTILITIES, 2. NO SEAMS TO BE INSTALLED IN STATE RIGHTS-OF-WAY

7. MARKER SIGNS REQUIRED AT EACH SIDE OF PUBLIC STREET OR ROAD RIGHTS—OF—WAY CROSSING. 5. PIPELINE COVER TO BE A MINIMUM OF 36 INCHES BEYON EXISTING GROUND LEVEL. 8. 10P OF MARKER SIGNS TO BE MINIMUM OF 4 FEET ABOVE THE GROUND LEVEL. 6. MARKER SIGNS REQUIRED AT ALL PROPERTY BOUNDARY LINES CROSSING.

10. MARKER SIGNS TO BE MINIMUM 12"X12". 1. MARKER SIGNS TO STATE "DOP PIPELINE" AND A 24 HOUR LOCAL CONTACT NUMBER 9. MARKER SIGNS TO BE PAINTED YELLOW.

2. PIPELINES TO BE INSTALLED WITH BURIED AFTAL WIRE AND MATALL'S FLAG TAPE.

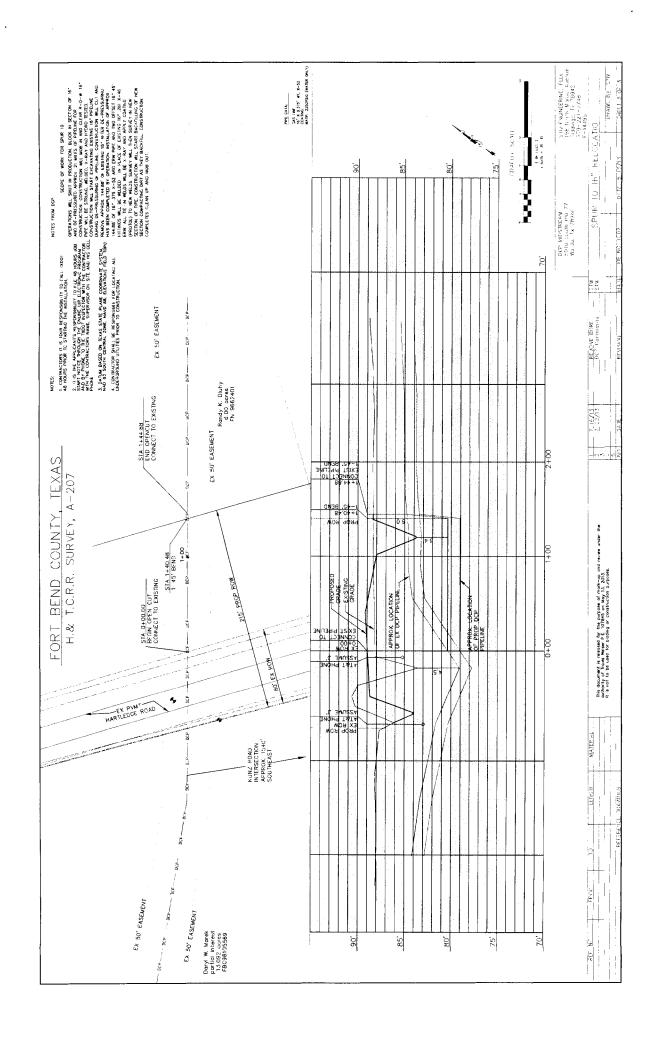
CRAPHIC SCALE 

STA ENCINEERING, FLLC 196 North Merse Avriue 5 Johnson X 95 IV 9 Johnson X 95 IV DR-M 91 STW R.LOCATION SPLR 10 .6" 5910 South HW 77 78rdo, Tx 13560 %1.5 3.TW REMOVE SORE 7/10,13

RIAL	This document is red	authority of Travis W	1 15 1101 to 15 15 15 15 15 15 15 15 15 15 15 15 15	
7.4 TE				
H. N. H.			!	TIP AVVINGE
0		1		LLLLEGE
- FH-107		i		-
P.F. N.	1			

	This document is released for the	authority of Travis Weiser P.E. 10	It is not to be used for bioding	
		-		
			ļ	LICENSE LA LIBRORITO
				LLUCKION
İ		T .		

the purpose of mark-up and review under the 07845 on May 13, 2013. Or construction parameter



Fort Bend County Project

**Utility:** 

DCP Midstream

Road Project Letting Date:

August 2013

Roadway:

Spur 10; From: US 59 South, To: SH 36

Eligibility Ratio:

100%

### **EXHIBIT C**

### **INCLUDES:**

**Easement or Fee Title Documents** 

**Eligibility Calculation** 

### **ELIGIBILITY CALCULATION:**

Length of Line in Road Right of Way at Time of Installation: Length of Total Line in Proposed Road Right of Way: Length of Line Eligible for Full Reimbursement: Percent Eligible of Total Costs: -FT 140-FT 140-FT 100.00%

Tract No. Check No. STATE OF TEXAS KNOW ALL MEN BY THESE PRESENTS \_\_Fort Bend County of..... That for and in consideration of\_\_\_ Eighty-Eight (\$88.00) Dollars to the undersigned (herein styled Grantor, whether one or more), paid, the receipt of which is hereby acknowledged, the said Grantor does hereby Grant and Convey unto Texas Eastern Transmission Corporation (herein styled Grantee), its successors and assigns, a right of way and easement to construct, maintain and operate pipe lines and appurtenances thereto, and to construct, maintain and operate, in connection with the conduct of its business, telegraph, telephone and power lines and appurtenances thereto, including the necessary poles, guy wires and anchors, over and through the following de-(\$ 88.00 scribed lands situated in... Fort Bend \_\_County, State of Texas, to-wit: 80 acres of land out of Section 1, H & T C Ry. Co. Survey A. E. Pleak more fully described in deed \_\_\_\_from\_ E. G. Steglich \_recorded in Volume\_\_ 67 471 .. Page\_ Deed Records of said County, to which reference is here made for further description. TO HAVE AND TO HOLD unto Grantee, its successors and assigns, so long as the rights and easements herein granted, or any of them, shall be used by or useful to, Grantee for the purposes herein granted, with ingress to and egress from the premises, for the purposes of constructing, inspecting, repairing, maintaining, and replacing the property of Grantee herein described, and the removal of same at will, in whole or in part. The said Grantor is to fully use and enjoy the said premises, except for the purposes herein granted to the said Grantee and provided the said Grantor shall not construct nor permit to be constructed any house, structures or obstructions on or over, or that will interfere with the maintenance or operation of, any pipe line or appurtenances constructed hereunder, and will not change the grade over such pipe line. Grantee hereby agrees to bury all pipes to a sufficient depth so as not to interfere with cultivation of soil, Grantee hereby agrees to bury all pipes to a sufficient depth so as not to interfere with cultivation of soil, and to pay any damages which may arise to growing crops or fences from the construction, maintenance and operation of said pipe, telegraph, telephone and power lines; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantor, one by the said Grantee, and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive. Should more than one pipe line be laid under this grant at any time, the sum of one dollar per lineal rod for each additional line shall be paid, besides the damages above provided for. It is hereby understood that the party securing this grant in behalf of Grantee is without authority to make any covenant or agreement not herein expressed. WITNESS the execution hereof on this the 25th. WITNESSES:

7x1-623752

STATE OF TEXAS,	(Acknowledgment for Unmarried Person)
County of	
\	personally appeared
	be the person. whose name subscribed to the foregoing in-
\	cented the same for the purposes and considerations therein expressed.
GIVEN under my hand and seal of office, this	day of 194
My Commission Expires:	Notary Public in and for
	County, Texas.
County of Williamson.	(Acknowledgment for Husband and Wife)
BEFORE ME, the undersigned authority, on this day (	personally appeared E. G. Steglich
nd wife Antonie Steglich	both known to me to be the persons whose names are sub- ne that they executed the same for the purposes and considerations
nerein expressed, and the said	Staglich , wife of the said
K. G. Steglich.	
	the, the said Antonie Steglich
	declared that she had willingly signed the same for the purposes and
ensiderations therein expressed, and that she did not wish	to retract it.
GIVEN under my hand and seal of office, this. 25th	day of June, 1949
	V. Mossia
y Commission Expires:	Manage Turk to the season for the Table and the season of the
y Commission Expires:	Notary Paper in and for williamson, Texas.
•	Notace Public in and for williamson, Texas.
y Commission Expres:	Gowin Taxas
THE STATE OF TEXAS COUNTY OF FORT BEND	Govern, Taxae
THE STATE OF TEXAS COUNTY OF FORT BEND  I, Ella Macek, County Clerk in and for said Cou	unty, to hereby certify that the foregoing instrument, with its
THE STATE OF TEXAS COUNTY OF FORT BEND  I. Ella Macek, County Clerk in and for said Cou Certificate of Authentication, was filed for record in my	unty, in hereby certify that the foregoing instrument, with its
THE STATE OF TEXAS COUNTY OF FORT BEND  I, Ella Macek, County Clerk in and for said Cou Certificate of Authentication, was filed for record in my A. D. 19 J. at	unty, in hereby certify that the foregoing instrument, with its y office the
THE STATE OF TEXAS COUNTY OF FORT BEND  I. Ella Macek, County Clerk in and for said County Certificate of Authentication, was filed for record in my A. D. 19 19 at 30 o'clock  A. D. 19 19 at 0 o'clock	unty, in hereby certify that the foregoing instrument, with its
THE STATE OF TEXAS COUNTY OF FORT BEND  I. Ella Macek, County Clerk in and for said County Certificate of Authentication, was filed for record in my A. D. 19 4 at 30 o'clock A.  A. D. 19 4 at 2 45 o'clock P.  on page 77	unty, in hereby certify that the foregoing instrument, with its y office the
THE STATE OF TEXAS COUNTY OF FORT BEND  I, Ella Macek, County Clerk in and for said County Certificate of Authentication, was filed for record in my A. D. 19 4, at	unty, in hereby certify that the foregoing instrument, with its y office the
THE STATE OF TEXAS  COUNTY OF FORT BEND  I. Ella Macek, County Clerk in and for said County  Certificate of Authentication, was filed for record in my  A. D. 19 19 19 at 2 11 30 o'clock  A. D. 19 19 19 at 0 o'clock  WITNESS my hand and the seal of the County	unty, to hereby certify that the foregoing instrument, with its y office the
THE STATE OF TEXAS  COUNTY OF FORT BEND  I, Ella Macek, County Clerk in and for said Cou  Certificate of Authentication, was filed for record in my  A. D. 19 19 at 30 o'clock  A. D. 19 49, at 2 45 o'clock  On page 77  WITNESS my hand and the seal of the County	unty, in hereby certify that the foregoing instrument, with its y office the
THE STATE OF TEXAS  COUNTY OF FORT BEND  I, Ella Macek, County Clerk in and for said Cou  Certificate of Authentication, was filed for record in my  A. D. 19 19 at 2 45 o'clock  A. D. 19 49 at 2 45 o'clock  WITNESS my hand and the seal of the County	unty, the hereby certify that the foregoing instrument, with its y office the
THE STATE OF TEXAS  COUNTY OF FORT BEND  I, Ella Macek, County Clerk in and for said County  Certificate of Authentication, was filed for record in my  A. D. 19 19, at	unty, in hereby certify that the foregoing instrument, with its y office the
THE STATE OF TEXAS COUNTY OF FORT BEND  I, Ella Macek, County Clerk in and for said Cou Certificate of Authentication, was filed for record in my A. D. 19 1/2, at 30 s'clock 1/2  A. D. 19 1/2, at 2 4/3 o'clock 1/2  on page 1/2  WITNESS my hand and the seal of the County year last above written.  By Latte Deputy.	unty, in hereby certify that the foregoing instrument, with its y office the
THE STATE OF TEXAS COUNTY OF FORT BEND  I, Ella Macek, County Clerk in and for said Cou Certificate of Authentication, was filed for record in my A. D. 19 1/2, at 30 s'clock 1/2  A. D. 19 1/2, at 2 4/3 o'clock 1/2  on page 1/2  WITNESS my hand and the seal of the County year last above written.  By Latte Deputy.	unty, in hereby certify that the foregoing instrument, with its y office the
THE STATE OF TEXAS COUNTY OF FORT BEND  I, Ella Macek, County Clerk in and for said Cou Certificate of Authentication, was filed for record in my A. D. 19 1/2, at 30 s'clock 1/2  A. D. 19 1/2, at 2 4/3 o'clock 1/2  on page 1/2  WITNESS my hand and the seal of the County year last above written.  By Latte Deputy.	unty, in hereby certify that the foregoing instrument, with its y office the
THE STATE OF TEXAS COUNTY OF FORT BEND  I, Ella Macek, County Clerk in and for said Cou Certificate of Authentication, was filed for record in my A. D. 19 1/2, at 30 o'clock A. D. 19 1/2, at 0 o'clock on page WITNESS my hand and the seal of the County year last above written.  By Last Deputy.	unty, in hereby certify that the foregoing instrument, with its y office the
THE STATE OF TEXAS COUNTY OF FORT BEND  I, Ella Macek, County Clerk in and for said Cou Certificate of Authentication, was filed for record in my A. D. 19 1/2, at 30 o'clock A. D. 19 1/2, at 0 o'clock on page WITNESS my hand and the seal of the County year last above written.  By Last Deputy.	unty, in hereby certify that the foregoing instrument, with its y office the
THE STATE OF TEXAS COUNTY OF FORT BEND  I, Ella Macek, County Clerk in and for said Cou Certificate of Authentication, was filed for record in my A. D. 19 1/2, at 30 o'clock A. D. 19 1/2, at 0 o'clock on page WITNESS my hand and the seal of the County year last above written.  By Last Deputy.	unty, in hereby certify that the foregoing instrument, with its y office the
THE STATE OF TEXAS COUNTY OF FORT BEND  I, Ella Macek, County Clerk in and for said Cou Certificate of Authentication, was filed for record in my A. D. 19 1/2, at 30 o'clock A. D. 19 1/2, at 0 o'clock on page WITNESS my hand and the seal of the County year last above written.  By Last Deputy.	unty, in hereby certify that the foregoing instrument, with its y office the
THE STATE OF TEXAS COUNTY OF FORT BEND  I, Ella Macek, County Clerk in and for said Cou Certificate of Authentication, was filed for record in my A. D. 19 1/2, at 30 s'clock 1/2  A. D. 19 1/2, at 2 4/3 o'clock 1/2  on page 1/2  WITNESS my hand and the seal of the County year last above written.  By Latte Deputy.	unty, in hereby certify that the foregoing instrument, with its y office the
THE STATE OF TEXAS COUNTY OF FORT BEND  I. Ella Macek, County Clerk in and for said County Certificate of Authentication, was filed for record in my A. D. 19 12, at 30 o'clock A. D. 19 12, at 0'clock on page WITNESS my hand and the seal of the County year last above written.  By Last Deputy.	unty, in hereby certify that the foregoing instrument, with its y office the
THE STATE OF TEXAS  COUNTY OF FORT BEND  I. Ella Macek, County Clerk in and for said County  Certificate of Authentication, was filed for record in my  A. D. 19 // at	unty, to hereby certify that the foregoing instrument, with its y office the

- E-15

Tract No. 41 Check No. 3564

19

									Oneca	.10.22
•	STATE OF	TEXAS		} 38.	KNO	OW AL	L MEN	ву тн	ese pre	SENTS A
	County of	Fort Bend		<b>3</b>						
	That f	or and in consider	ation of	ne 1	YUM	ar	ed	Les	ouc	4 foren
824/h	ceipt of which to construct, operate, in	Dollars to the his hereby acknown Corporation (her maintain and oper connection with the reto, including the	wledged, the ein styled ( rate pipe lin e conduct o	e said Grantee), es and ap l'its busi	antor de ita succ ppurten ness, te	pes here cessors a ances t legraph	by Gra ud ass hereto, . telep	nt and C igns, a r and to hone and	onvey un ght of w construct power	ay and easement it, maintain and lines and appur-
	scribed land	s situated in	For	: Bend	distinction on a segment of the owner.		. FINESE TIME: NATIONAL AND A	_County	. State of	f Texas, to-wit:
		171.63 acres of H. & T. C. Ry.	Co. Surve	7						
		The above descri Grantors homest		erty doe	s not	consti	tute a	ny part	of the	
ı		More fully desc to Ralph Turico								
		recorded in Vol Rosenberg State in Volume 161,	ume 15, Pr Bank, 2 t Page 44, I	ige 568, mdivide Seed Rec	and m d inter ords o	ore ful rest to	ly de Carl	scribed Turice	in deed	from rded
		is here made fo	r further	descrip	tion.					
;	ranges da libyadi	neckation (subco	acceptance of		, marca	2000000	000000	0000000	0000000	***************************************
;		enderside Country d								-
	TO HA	VE AND TO HOL granted, or any of ess to and egress f and replacing the	D unto Gra f them, shall rom the pre	ntee, its : l be used mises, fo	successo by or u	ors and useful to urposes	assigns , Gran	s, so long tee for ti natructir	r as the he purpos ig, inspec	ses herein grant- cting, repairing,
	the said Grahouse, struct pipe line or Grantee here and to pay an operation of be ascertaint Grantor, one this grant at	d Grantor is to full nice and provided ures or obstruction appurtenances co by agrees to bury y damages which said pipe, telegrayed and determined by the said Grant three persons shany time, the sum over provided for.	the said G s on or over nstructed h all pipes to may arise to oh, telephon by three di ee, and the	rantor ships or that ereunder a sufficient growing e and posintereste third by the and conciliation of the	hall not will into year dept crops of wer line ed pers the two lusive.	construction of the constr	the the shang not to sfrom damage there pointed more	r permi- mainter e the gr interfer the const es, if not of to be I as afo than one	to be ance or cade over with curuction, to mutually appoint resaid, to pipe lin	constructed any operation of, any such pipe line. Illivation of soil, maintenance and agreed upon to ted by the said and the written so be laid under
	It is he make any co	reby understood thovenant or agreem	at the party ent not her	securing ein expr	this greased.	ant in 1	- This	of Grant	e is with	out authority to
	WITN	ESS the execution	hereof on th	nis the	97	h	ay of	Jun	<u>e</u>	, A. D. 19≠£
	WITNESSES	Don Mir Dank Hra. Jack	fard Forster	es les	3	ndevi-	113	and as	Indepen	dent Executor of
						12				PAP NO 19

71-0-150

ACREMENT dated AUGUST V4 ft., 19 67, between

BEIMAR CALDWELL and CHARLOTTE CALDWELL, his wife, and V. F.

ROMENELS and JEAN NUMBELS, his wife, all of Fort Bend

County, Texas, and TEXAS EASTERN TRANSMISSION CONFORATION, a Delaware Corporation,

(hereinafter called the "Corporation").

### WITESSETT:

WHEREAS, Carl Turischi, individually, and Syl Turischi, individually and as Independent Executor of the Estate of Annie Turischi, Decessed, granted to TEXAS RASTRIN TRANSMISSION CORPORATION a right of way and easement for pipeline purposes dated June 9, 19k9, recorded in Volume 26k, Page 555 of the Deed Records of Fort Bend County, Texas, reference being here made to said right of way grant and the record thereof, which land was more particularly described therein as follows:

"Lands situated in Fort Bend County, State of Texas, to-wit:"
171.63 scree of land out of Section No. 10, Certificate No. 85
H. & T. C. Ry. Co. Survey

The above described property does not constitute may part of the Grantors homesteed.

More fully described in will from Annie Turicehi, & undivided interest to Bulyh Turicehi, Sylvester Turicehi, Theodore Turicehi, Emm Holmes, recorded in Volume 15, Page 568, and more fully described in deed from Recemberg State Bank, & undivided interest to Carl Turicehi, recorded in Volume 161, Page hh, Deed Records of said County, to which reference is here unde for further description."

and

WEREAS, through means conveyances the above described land is now owned by Delmar Caldwell and Campacte Caldwell , his wife, and V. F. Eunnels and Jean Runnels , his vife.

NOW TERREPORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by Dolmar Caldwell and Charlotte Caldwell his vife, and V. F. Runnels and Jean Runnels , his vife, receipt whereof is acknowledged and in consideration of the mutual agreement hereinafter set forth, THE PARTIES MERETO AGREE THAT SAID RIGHT OF WAY CHART SHALL BE AMENDED AS FOLLOWS with respect to their mutual rights and liabilities to the aforesaid right of way hereinabove described.

Original recorded in

All of the rights, titles and privileges of "Corporation" greated to it under end by virtue of the above described right of way great are hereby restricted to an essencet and right of way described as follows:

> A personent right of way over, serves, and through the B. Heckeley A-556, Pert Bend County, Texms, said right of way being Fifty (50) fact in width, being Twenty-five (25) fact in width on either side of the conterlineoff the existing 16° pipeline of the Grantees herein, said centerline being more particularly described as follow:

Commoning at the Southern most corner of said 3. McGualey, A-500, said corner being at the intersection of the centerlines of 2 reads, one along the Southeesterly side of said property, side and one along the Southeesterly side of said property, Themse in a Northeesterly direction with the centerline of the anid Southeesterly read, which is also the Southeesterly line of said B. McGualey A-505, 1919.8 feet to a point; Themse H Gl<sup>0</sup> 13' E, b3 feet to a point in the Bortheesterly right of way line of said road, the place of beginning of the right of way herein described, Themse the following courses and distances across subject property.

H 61° 13' H, hal feet; H 68° 19' H, h3 feet; H 76° h2' H, 35 feet; H 86° 20' H, 1861 feet; H 86° 55' H, 118 feet to the Southwesterly right of way line of the T. h H. O. R.R.;

These recurring said physline right of way on the Horthonsterly right of way line of said T. & H. O. H.R.; H 88°55' H, 200 feet S 85° 18' H, 59 feet; S 72° 30' H, 48 feet; S 61° 33' H, 62 feet to the Serthwesterly right of way line of alternanticsed read which is on the Southessterly side of said property, the termination of the right of way herein; These continuing S 61° 33' H, 20 feet more or less to the Southessterly line of aforesaid B. McCouley A-585, which point is 575 feet more or less Southessterly from the most Ensterly corner thereof.

Containing 3.30 Acres of permanent R/V, more or less.

This agreement and release of rights by the "Corporation" shall not become effective until recorded in the Office of the Recorder of Deeds of Fort Bend County, Texas, and it is specifically agreed between the parties beseto that the filing for record of this instrument is a condition precedent to the effectiveness of this agreement and release of rights, and further, in the event this agreement and release of rights is not filed for record with the said Recorder of Deeds within cirty (60) days from the date barred, this agreement and release of rights shall thereupon become null and void without ever having become in any way effective or binding upon "Corporation".

MCMFT as specifically herein provided, all of the terms and conditions of the above described right of way great shall remain in full force and effect.

unchanged hereby, and the undersigned, the present owners of said land do hereby in all respects ratify and confirm the above described right of way grant in all of its terms and conditions, except as herein specifically provided, the same as if each had executed, admovledged and delivered the said right of way grant.

IN WITHERS WEREBON, this instrument is executed the day and year

first above written.

WITHERS:

THAS MASTERY TRANSMISSION COMPONATION

By: Lacrap H. Luving

Vice President

Absistant Secretary

Delmar Caldwell

V. F. Rudnels

STATE OF LOUISIANA )
PARISH OF CADDO

Sworn to and subscribed Before me this 24 day of hufust.

Notary Public in and her Caddo Parkle, La.

ITATE OF TEXAS	<b>\$</b>
COUNTY OF PORT BAND	<b>)</b>
refore he,	the undersigned authority, on this day personally appeared
SIMAR CAIDWILL and	his wife, both known
s me to be the pers	one whose names are subscribed to the foregoing instrument,
nd acknowledged to	me that they each expected the same for the purposes and
emeideration thereis	a expressed; and the said
ife of the said Deli	mar Galdwell, having been examined by me privily and apart
rom her bushend, and	d having the same fully explained to her, she, the said
	salmovledged such instrument to be her
et and doed, and she	s declared that she had willingly signed the same for the
uryones and equaldes	ration therein expressed, and that she did not wish to
struct it.	
CIVER DECEMBER	R MY BAND AND SEAL OF OFFICE this theday of
	Notary Public in and for
	Tout Dand Country Borns
	Fort Bend County, Texas
PATE OF THIS	Fort Bend County, Texas
	Fort Bend County, Texas
CANTI OF PORT BAND	
DUNTI OF PORT MEND	the undersigned mathematy, on this day personally expected
DURTE OF PORT MEND SEPORE ME,	the undersigned authority, on this day personally appeared, his wife, both known
REPORT ME.  THE CONTROL OF THE CONTR	the undersigned authority, on this day personally appeared , his wife, both known ms whose masss are subscribed to the foregoing instrument,
PRIVATE OF PORT BERD  REPORT ME,  P. RUMERIS and  Do no to be the person  A asknowledged to a	the undersigned mathematy, on this day personally expected , his wife, both known ma whose means are subscribed to the foregoing instrument, so that they each executed the same for the purposes and
REPORT OF PORT REND REPORT ME,  P. ROMERIS and  Description the personal asknowledged to a  maideration therein	the undersigned authority, on this day personally expected , his wife, both known man whose means are subscribed to the foregoing instrument, so that they each exceuted the same for the purposes and a expressed; and the said
DEFINITION FOR MEND  REPORT ME,  P. RUMERLS and  Description the person  description therein  if of the sqi4 V. F	the undersigned authority, on this day personally appeared, his wife, both known man whose means are subscribed to the foregoing instrument, so that they each executed the same for the purposes and a expressed; and the said.  Thunnels, having been examined by me privily and apart.
THE OF POST BEED  THE OF POST BEED  THE OF THE POST BEED  THE OF THE SAID V. From her husband, and	the undersigned authority, on this day personally expected  , his wife, both known  ms whose means are subscribed to the foregoing instrument,  so that they each executed the same for the purposes and  a expressed; and the said  T. Runnels, having been essuined by ms privily and spart  having the same fully explained to her, she, the said
THE OF POST BEST THE PROPERTY OF POST BEST OF THE POST BEST BEST OF THE POST BEST BEST BEST BEST BEST BEST BEST BE	the undersigned authority, on this day personally expected  , his wife, both known  man whose means are subscribed to the foregoing instrument,  so that they each executed the same for the purposes and  a expressed; and the said  7. Russels, having been essuined by se privily and apart  having the same fully explained to her, she, the said  , seknowledged such instrument to be her act of
REPORT ME,  F. RUMERLS and  o me to be the person ad asknowledged to a  maideration therein life of the skid V. F  row her husband, and  med, and she declare	the undersigned authority, on this day personally expected  , his wife, both known  ms whose means are subscribed to the foregoing instrument,  so that they each executed the same for the purposes and  a expressed; and the said  7. Runnels, having been essuined by me privily and apart  having the same fully explained to her, she, the said  , schmowledged such instrument to be her act of  d that she had willingly signed the same for the purposes
. F. RUMERIS and	the undersigned authority, on this day personally expected  , his wife, both known  man whose means are subscribed to the foregoing instrument,  so that they each executed the same for the purposes and  a expressed; and the said  7. Russels, having been essuized by se privily and apart  having the same fully explained to her, she, the said  , seknowledged such instrument to be her act of

Fort Bond Commy, Texas

