

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

County: Fort Bend  
Project No.: n/a  
Road Project Letting Date: August 2013

Road: Spur 10  
Limits: From: US 59 South  
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 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

##### 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: MARK T. BARDWELL  
Attorney-in-Fact

Date: JUL 30 2013

#### 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  
Robert Hebert

Title: Judge, Fort Bend County

Date: 10-8-2013

Approved by Comm. Court on 9-24-2013

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 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 |

|                  |           |                   |
|------------------|-----------|-------------------|
| <b>Labor</b>     | <b>\$</b> | <b>266,482.00</b> |
| <b>Materials</b> | <b>\$</b> | <b>17,072.00</b>  |

## 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:

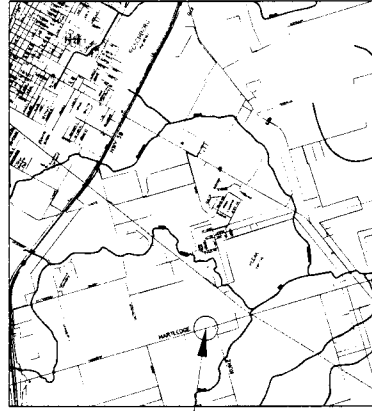
Plan of Adjustment Drawings

# 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



PROJECT  
LOCATION

## DRAWING INDEX:

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

|  |                  |   |                 |
|--|------------------|---|-----------------|
| DCP MIDSTREAM<br>5910 South Hwy 77<br>Ward, TX 78960 |                  | SIA ENGINEERING P.C.<br>468 North Meade Avenue<br>Cape Waco, TX 77745<br>512.211.1122 |                 |
| DATE: 11/13/13                                       | BY: J. H. HARRIS | SCALE: 1" = 40'   | PROJECT: 581 SW |
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This document is released for the purpose of mark-up and review under the  
authority of Fred West P.E. on May 13, 2013.  
It is not to be used for bidding or construction purposes.

3. EXISTING UTILITIES DATA IS PROVIDED FOR INFORMATION ONLY, ALTHOUGH THIS DATA IS SHOWN AS ACCURATELY AS POSSIBLE, THE CONTRACTOR IS CAUTIONED THAT THE OWNER AND THE ENGINEER NEITHER ASSUMES NOR IMPLIES ANY RESPONSIBILITY FOR THE ACCURACY OF THIS DATA.

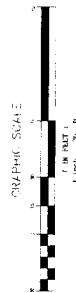
- [illegible]

1. WHILE WORKING WITHIN TxDOT RIGHT-OF-WAY THE CONTRACTOR WILL BE REQUIRED TO COORDINATE HIS INSTALLATION ACTIVITIES THROUGH TxDOT'S CONSTRUCTION INSPECTOR IN CHARGE OF UTILITIES, AT LEAST 48 HOURS PRIOR TO WORKING IN RIGHT-OF-WAY.

- [illegible]

1. PIPING SPECIFICATIONS:  
MFG: STEEL  
MATERIAL:  
MAX ID: 14"

1. DRINKING SPLICING-SCANS:
  - A. WPS, 1/2" STEEL
  - B. 1" DIA. 10' LONG
  - C. NO SIGNS TO BE INSTALLED IN STATE RIGHTS-OF-WAY
2. SPLICING CONNECTIONS TO BE ALL UTILITIES.
3. SPLICING CONNECTIONS TO BE ALL UTILITIES, BY 5 FEET.
4. SPLICING COVER TO BE 6" MINIMUM OF 1/2" DIA. 10' LONG
5. MARKER SIGNS REQUIRED AT ALL PROPERTY BOUNDARY LINES CROSSING
6. MARKER SIGNS REQUIRED AT EACH SIDE OF PAVING STREET OR ROAD RIGHTS-OF-WAY CROSSING
7. TOP OF MARKER SIGNS TO BE MINIMUM OF 4 FEET ABOVE THE GRADING LEVEL
8. MARKER SIGNS TO BE PAINTED YELLOW
9. MARKER SIGNS TO STATE "12' DIA. 10' LONG"
10. MARKER SIGNS TO STATE "DIP PIPELINE" AND A 24 HOUR LOCAL CONTACT NUMBER
11. PIPELINE TO BE INSTALLED WITH BURIED MARKER SIGNS



GRAPHIC. SUCHI =

DOF MDSTF-A  
5910 South HWY 7

STA ENGINEERING, F.L.C.  
156 North Merye Avenue  
Ocala, FL 32676  
919-222-7743

This document is released for the purpose of mark-up and review under the authority of Travis Weiser P.E. 107945 on May 13, 2013.  
It is not to be used for bidding or construction purposes.

NOTATION





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. 40  
Check No. 3934

STATE OF TEXAS

County of Fort Bend

} ss.

KNOW ALL MEN BY THESE PRESENTS

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-

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

more fully described in deed from A. E. Pleak

to E. G. Steglich recorded in Volume 67, Page 471  
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, 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 day of June, A. D. 1949.

WITNESSES:

E. G. Steglich  
Antonie Steglich

|           |             |
|-----------|-------------|
| FILE NO.  | <u>40</u>   |
| MAP NO.   | <u>19</u>   |
| W. O. NO. | <u>1589</u> |
| CHK.      | <u>1534</u> |
| BOOK      | <u>88</u>   |

TX-623752

STATE OF TEXAS,

County of \_\_\_\_\_

(Acknowledgment for Unmarried Person)

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

\_\_\_\_\_ known to me to be the person whose name \_\_\_\_\_ subscribed to the foregoing instrument, and acknowledged to me that \_\_\_\_\_ executed 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.

STATE OF TEXAS,

County of Williamson.

(Acknowledgment for Husband and Wife)

BEFORE ME, the undersigned authority, on this day personally appeared E. G. Steglich

and wife Antonie Steglich, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations therein expressed, and the said Antonie Steglich, wife of the said

E. G. Steglich, having been examined by me privily and apart from her

husband and having the same by me fully explained to her, she, the said Antonie Steglich

acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and considerations 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

My Commission Expires: \_\_\_\_\_

J. V. Morris  
Notary Public in and for Williamson, Texas.

County, Texas.

THE STATE OF TEXAS

COUNTY OF FORT BEND

I, Ella Macek, County Clerk in and for said County, do hereby certify that the foregoing instrument, with its Certificate of Authentication, was filed for record in my office the \_\_\_\_\_ day of July, A. D. 1949 at 11:30 o'clock A. M., and duly recorded the 21 day of July, A. D. 1949 at 2:45 o'clock P. M. in the Deed Records of said County, in Vol. 265 on page 77.

WITNESS my hand and the seal of the County Court of said County, at office in Richmond, Texas, the day and year last above written.

By Ellen Platte Deputy.

ELLA MACEK, Clerk County Court,  
Fort Bend County, Texas.

63415

RIGHT OF WAY GRANT

FROM

E. G. Steglich et al

TO

TEXAS EASTERN TRANSMISSION CORPORATION  
P. O. Box 1612  
Shreveport, Louisiana

STATE OF TEXAS

County of \_\_\_\_\_

I hereby certify that this instrument was duly recorded

on the 25th day of June, 1949.

at page \_\_\_\_\_ of Vol. \_\_\_\_\_ of the  
**FILED FOR RECORD THIS**  
Records of said County.

JUL - 1 1949

W. H. Myers  
County Clerk, Fort Bend County, Texas

By W. H. Myers Deputy.

W. H. Myers  
W. H. Myers

W. H. Myers

Tract No. 41  
Check No. 3564

STATE OF TEXAS

County of Fort Bend

ss.

KNOW ALL MEN BY THESE PRESENTS

That for and in consideration of

One Hundred Seventy Seven  
 6/24/49 (\$ 177.00) 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 described lands situated in

Fort Bend County, State of Texas, to-wit:

171.63 acres of land out of Section No. 10, Certificate No. 85  
 H. & T. C. Ry. Co. Survey

The above described property does not constitute any part of the  
 Grantors homestead.

More fully described in will from Annie Turicchi,  $\frac{1}{2}$  undivided interest to Ralph Turicchi, Sylvester Turicchi, Theodore Turicchi, Emma Holmes, recorded in Volume 15, Page 568, and more fully described in deed from Rosenberg State Bank,  $\frac{1}{2}$  undivided interest to Carl Turicchi, recorded in Volume 161, Page 44, Deed Records of said County, to which reference is here made for further description.

~~more fully described in deed from Annie Turicchi,  $\frac{1}{2}$  undivided interest to Ralph Turicchi, Sylvester Turicchi, Theodore Turicchi, Emma Holmes, recorded in Volume 15, Page 568, and more fully described in deed from Rosenberg State Bank,  $\frac{1}{2}$  undivided interest to Carl Turicchi, recorded in Volume 161, Page 44, 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, 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 9th day of June, A. D. 1949

WITNESSES:

Don Mirka  
 Don Mirka  
Mrs. Jack Forster  
 Mrs. Jack Forster

Carl Turicchi  
Sylvester Turicchi  
 Intervenor and as Independent Executor of  
 the Estate of Annie Turicchi, Deceased



|           |             |
|-----------|-------------|
| FILE NO.  | <u>W</u>    |
| MAP NO.   | <u>19</u>   |
| W. O. NO. | <u>1583</u> |
| CHE.      | <u>3564</u> |
| BOOK      | <u>172</u>  |

TXI-C-150

AGREEMENT dated AUGUST 24th, 1967, between  
DELMAR CALDWELL and CHARLOTTE CALDWELL, his wife, and V. F.  
RUNNELS and JEAN RUNNELS, his wife, all of Fort Bend  
County, Texas, and TEXAS EASTERN TRANSMISSION CORPORATION, a Delaware Corporation,  
(hereinafter called the "Corporation").

W I T N E S S E T H:

WHEREAS, Carl Turicchi, individually, and Syl Turicchi, individually  
and as Independent Executor of the Estate of Annie Turicchi, Deceased, granted  
to TEXAS EASTERN TRANSMISSION CORPORATION a right of way and easement for  
pipeline purposes dated June 9, 1949, recorded in Volume 264, 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 acres of land out of Section No. 10, Certificate No. 85  
E. & T. C. Ry. Co. Survey

The above described property does not constitute any part of  
the Grantors' homestead.

More fully described in will from Annie Turicchi,  $\frac{1}{2}$  undivided  
interest to Ralph Turicchi, Sylvester Turicchi, Theodore  
Turicchi, Emma Holmes, recorded in Volume 15, Page 568, and  
more fully described in deed from Rosenberg State Bank,  $\frac{1}{2}$   
undivided interest to Carl Turicchi, recorded in Volume 161,  
Page 44, Deed Records of said County, to which reference is  
here made for further description."

and

WHEREAS, through means conveyances the above described land is  
now owned by Delmar Caldwell and Charlotte Caldwell, his wife,  
and V. F. Runnels and Jean Runnels, his wife.

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

*Original recorded in  
Vol. 492, Page 144*

TX 1023750

R/W 41

All of the rights, titles and privileges of "Corporation" granted to it under and by virtue of the above described right of way grant are hereby restricted to an easement and right of way described as follows:

A permanent right of way over, across, and through the B. McCauley A-588, Fort Bend County, Texas, said right of way being Fifty (50) feet in width, being Twenty-five (25) feet in width on either side of the centerline of the existing 16" pipeline of the Grantee herein, said centerline being more particularly described as follows:

Commencing at the Southern most corner of said B. McCauley, A-588, said corner being at the intersection of the centerline of 2 roads, one along the Southwesterly side and one along the Southeasterly side of said property, Thence in a Northwesterly direction with the centerline of the said Southwesterly road, which is also the Southwesterly line of said B. McCauley A-588, 1919.8 feet to a point; Thence N 61° 13' E, 43 feet to a point in the Northwesterly right of way line of said road, the place of beginning of the right of way herein described, Thence the following courses and distances across subject property.

N 61° 13' E, 441 feet; N 68° 19' E, 43 feet;  
N 70° 42' E, 35 feet; N 85° 20' E, 1061 feet;  
N 88° 55' E, 118 feet to the Southwesterly right of way line of the T. & N. O. R.R.;

Thence resuming said pipeline right of way on the Northwesterly right of way line of said T. & N. O. R.R.; N 88° 55' E, 200 feet S 85° 15' E, 59 feet; S 72° 30' E, 48 feet; S 61° 33' E, 62 feet to the Northwesterly right of way line of aforementioned road which is on the Southwesterly side of said property, the termination of the right of way herein; Thence continuing S 61° 33' E, 20 feet more or less to the Southeasterly line of aforesaid B. McCauley A-588, which point is 373 feet more or less Southwesterly from the most Easterly corner thereof.

Containing 3.30 Acres of permanent R/W, 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 hereto 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 sixty (60) days from the date hereof, this agreement and release of rights shall thereupon become null and void without ever having become in any way effective or binding upon "Corporation".

EXCEPT as specifically herein provided, all of the terms and conditions of the above described right of way grant 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, acknowledged and delivered the said right of way grant.

IN WITNESS WHEREOF, this instrument is executed the day and year first above written.

WITNESSES:

TEXAS EASTERN TRANSMISSION CORPORATION

By:

George H. Ewing  
Vice President

ATTEST:

H. J. Pittman  
Assistant Secretary

Delmar Caldwell

V. F. Kunnels

STATE OF LOUISIANA }  
PARISH OF CALDO }

On this 24 day of August, 1967, before me appeared Geo. H. Ewing to me personally known, who, being by me duly sworn, did say that he is the \_\_\_\_\_ of TEXAS EASTERN TRANSMISSION CORPORATION, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

Sworn to and subscribed Before me this 24 day of August, A.D., 1967.

William C. Jones  
WILLIAM C. JONES  
Notary Public in and for Caldo Parish, La.  
My Commission is Commencing



STATE OF TEXAS }  
COUNTY OF FORT BEND }

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for  
Fort Bend County, Texas

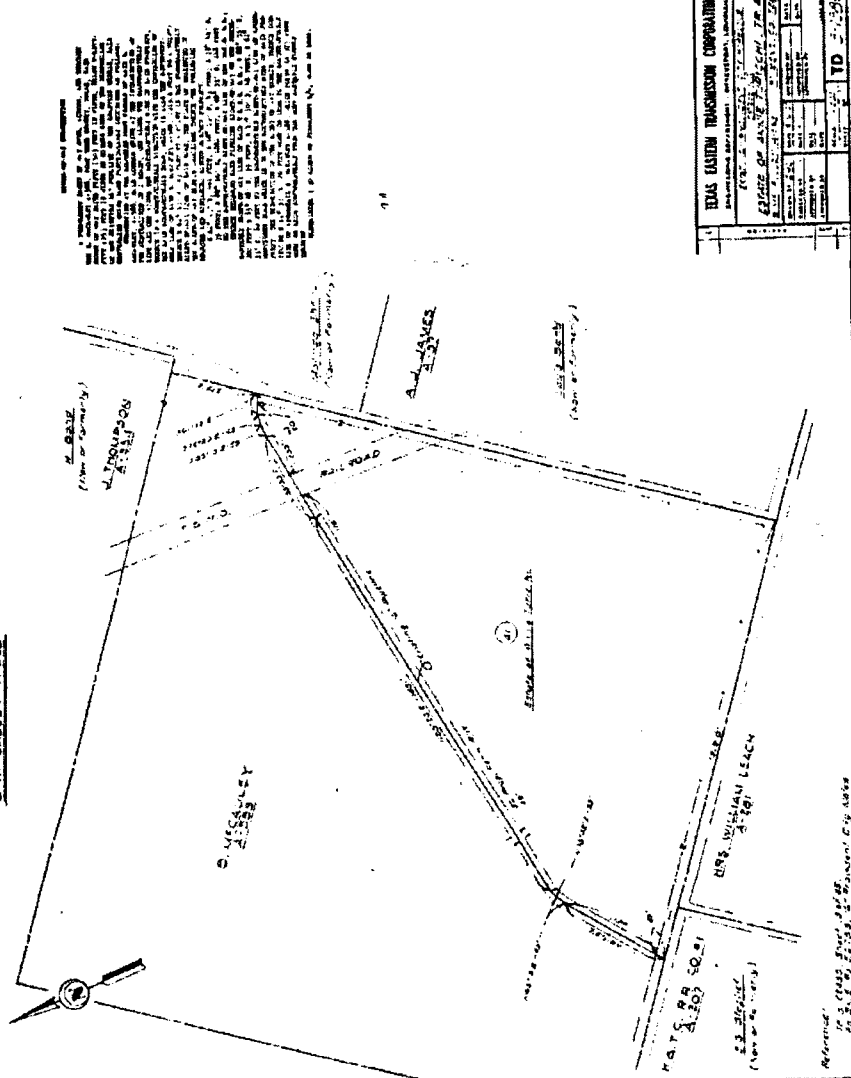
STATE OF TEXAS }  
COUNTY OF FORT BEND }

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for  
Fort Bend County, Texas

**FORT BEND COUNTY, TEXAS**  
**SECTION 35-01**



THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL SURVEY MAP AS FILED IN THE PUBLIC RECORDS OF FORT BEND COUNTY, TEXAS, ON MAY 10, 1960, AT 10:00 A.M. THE ORIGINAL SURVEY MAP WAS FILED IN THE PUBLIC RECORDS OF FORT BEND COUNTY, TEXAS, ON MAY 10, 1960, AT 10:00 A.M. THE ORIGINAL SURVEY MAP WAS FILED IN THE PUBLIC RECORDS OF FORT BEND COUNTY, TEXAS, ON MAY 10, 1960, AT 10:00 A.M.

|   |  |
|---|--|
| TEXAS EASTERN TRANSMISSION CORPORATION      |  |
| SUTHERLAND, TEXAS                           |  |
| SECTION 35-01, T. 22 N., R. 10 E., S. 10 E. |  |
| DATE OF SURVEY: MAY 10, 1960                |  |
| BY: J. L. BERRY                             |  |
| WITNESSES: J. L. BERRY, J. L. BERRY         |  |
| NOTARY PUBLIC: J. L. BERRY                  |  |
| COMMISSION EXPIRES: MAY 10, 1961            |  |
| TO: J. L. BERRY                             |  |

Reference: To a plat of land, part of Sec. 35-01, T. 22 N., R. 10 E., S. 10 E., Fort Bend County, Texas, as shown on the map of said land, filed in the Public Records of Fort Bend County, Texas, on May 10, 1960, at 10:00 A.M.