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 San Jacinto Gas Transmission, LLC, acting by and through its duly authorized representative, ("Owner"), shall be effective on the date of approval and execution by and on behalf of the County.

WHEREAS, the County has determined that it is necessary to make certain improvements to Spur 10, which said changes are generally described as follows: SP 10 Road Widening]

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 relocation of (1) 16" pipeline and such work is described in **Owner's** Estimate (estimated at \$283,554), 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 sixty-four point eighty-one percent (64.81%) 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 Sixty-Four point eighty-one] percent (64.81]%) 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 Attorney-In-Fact Date: 1/7//4

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:

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 and x-ray. Construction will bore from West side of TxDOT r-o-w to East side of r-o-w approx. 301' total bore footage and 12' deep under TxDOT r-o-w. Construction will then pull 16" .375 x-52 ARO ERW pipe, hydro pipe and run drying swabs while operation are de-pressuring. Construction will make tie-in to existing DCP 16" pipe after operations have made it safe to cut pipe. 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 remove section of 16" pipe on east side for TxDOT new ditch. Construction will start backfilling of new section compacting dirt as they backfill. Construction will fill old pipe with a drilling mud/cement mixture and cap pipe.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
		Omission 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:

COVER SHEET

GENERAL NOTES
PLAN AND PROFILE 16" RELOCATION

This document is released for the purpose of mark-up and review authority of Travis Weiser P.E. 107845 on May 13, 2013. It is not to be used for bidding or construction purposes.

DRAWN BY: STW

GENERAL NOTES

1. 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.

CONTRACTOR IS TO VERIFY LOCATION AND ELEVATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION, AND SHALL ASSUME RESPONSIBILITY FOR REPAIRS TO EXISTING FACILITIES DAMAGED BY CONTRACTOR'S ACTIVITIES.

CONTRACTOR SHALL COORDINATE INSTALLATION OF UTILITIES IN SUCH ANNER AS TO AVOID CONFLICTS AND TO ASSURE PROPER DEPTHS ARE

4. TRENCH SAFETY:
4. TRENCH SAFETY:
17 SHALL BE THE RESPONSIBILITY OF THE CONSTRUCTION CONTRACTOR TO PROVIDED AND MAINTAIN A VIABLE TRENCH SAFETY SYSTEM AT ALL TIMES DURING CONSTRUCTION ACTIVIES—PER TEXAS HOUSE BILL 1569. THE CONTRACTOR IS DIRECTED TO BECOME KNOWLEDGEABLE AND FAMILIAR WITH THE STANDARDS AS SET BY THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) FOR TRENCH SAFETY THAT WILL BE IN EFFECT DURING THE PERIOD OF CONSTRUCTION OF THE PROJECT.

5. CLEAN—UP FOR FINAL ACCEPTANCE: THE CONTRACTOR SHALL MAKE A FINAL CLEAN—UP OF ALL PARTS OF THE WORK BEFORE ACCEPTANCE BY THE OWNER OR HIS REPRESENTATIVE. THIS CLEAN—UP SHALL INCLUDE REMOVAL OF ALL OBJECTIONABLE MATERIALS AND , IN GENERAL, PREPARING THE SITE OF THE WORK IN AN ORDERLY MANNER OF APPEARANCE.

6. PROTECTION OF EXISTING UTILITIES AND IMPROVEMENTS: THE CONTRACTOR SHALL TAKE ADEQUATE MEASURES TO PROTECT ALL EXISTING STRUCTURES, IMPROVEMENTS AND UTILITIES WHICH MAY BE ENCOUNTERED.

7. PROPERTY LINES AND MONUMENTS: THE CONTRACTOR SHALL PROTECT ALL PROPERTY CORNER MARKERS, AND WHEN ANY SUCH MARKERS OR MONUMENTS ARE IN DANGER OF BEING DISTURBED, THEY SHALL BE PROPERLY REFERENCED AND IF DISTURBED SHALL BE RESET AT THE EXPENSE OF THE CONTRACTOR.

8. ALL WORK REQUIRED UNDER THIS CONTRACT SHALL COMPLY WITH ALL REQUIREMENTS OF LAW, REGULATION, PERMIT OR LICENSE. HE THE CONTRACTOR FINDS THAT THERE IS A VARIANCE, HE SHALL IMMEDIATELY REPORT THIS TO THE DEVELOPER FOR RESOLUTION.

9. COMPLIANCE WITH LAWS: THE CONTRACTOR SHALL FULLY COMPLY WITH ALL LOCAL, STATE, AND FEDERAL LAWS, INCLUDING ALL CODES, ORDINANCE AND REGULATIONS APPLICABLE TO THIS CONTRACT AND THE WORK TO BE DONE THEREUNDER, WHICH EXIST OR WHICH WAY BE ENACIED LATER BY COVERNMENTAL BODIES HANNG JURISDICTION OR AUTHORITY FOR SUCH ENACTMENT. WHEREVER THE WORK UNDER THIS CONTRACT REQUIRES THE BY CONTRACT REQUIRES THE BY THE CONTRACT REQUIRES OF SUCH PERMITS FROM PUBLIC AUTHORITIES, DUPLICATE COPIES OF SUCH PERMITS FROM PUBLIC AUTHORITIES SHALL BE FURNISHED TO THE ENGINEER BY THE CONTRACTOR HEREUNDER BEFORE THE WORK COVERED THEREBY IS STARTED. NO WORK WILL BE ALLOWED TO PROCEED BEFORE SUCH PERMITS ARE OBTAINED.

10. EXITING UTILITIES: THE LOCATION AND DIMENSIONS SHOWN ON THE PLANS RELATIVE TO EXISTING UTILITIES ARE BASED ON THE BEST INFORMATION AVAILABLE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY LOCATIONS OF ADJACENT AND/OR CONFLICTING UTILITIES SUFFICIENTLY IN ADVANCE OF CONSTRUCTION IN ORDER THAT HE MAY NEGOTIATE SUCH LOCAL ADJUSTMENTS AS NEGESSARY IN THE CONSTRUCTION PROCESS TO PROVIDE ADEQUATE CLEARANCES. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS IN ORDER TO PROTECT ALL SERVICES ENCOUNTERED. ANY DAMAGE TO UTILITY RESULTING FROM THE CONTRACTOR'S OPERATIONS SHALL BE RESTORED AT THERE EXPENSE.

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

12. THESE PLANS ARE MEANT TO ESTABLISH THE HORIZONTAL AND VERTICAL ALIGNMENT OF THE PIPELINE ONLY. PIPE MATERIAL, PRESSURE ANALYSIS, CORROSION CONTROL. AND CONSTRUCTION METHODS ARE NOT PART OF THIS CONTRACT AND WILL BE ENGINEERED BY OTHERS.

TXDOT NOTES

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

2. THE UTILITY COMPANY AND/OR ITS CONTRACTOR MUST LOCATE EXISTING UTILITY LINES PRIOR TO DOING ANY GROUND WORK LIKE BORNIG, DIGGING, TERNCHING OR DRILLING MITHIN THE RIGHT-OF-WAY TO INSURE THAT THE LOCATION IS NOT ALREADY OCCUPIED BY ANOTHER UTILITY AND THAT NO DAMAGE MIL BE DONE TO EXISTING UTILITIES, IF THERE ARE TRAFFIC SIGNALS OR STREET LIGHTING MITHIN 1000' OF UTILITY COMPANY'S APPROVED ALIGNMENT THE CONTRACTOR MILL NEED TO NOTIFY THE TXDOT SIGNAL DEPT TO LOCATE UTILITY LINES OWNED AND MAINTAINED BY TXDOT.

3. UTILITY COMPANIES AND/OR THEIR CONTRACTORS CAN WORK WITHIN THE RIGHT-OF-WAY DURING DAYLIGHT HOURS BETWEEN 6:00 AM AND 7:00 PM MONDAY THRU FRIDAY. NO CONSTRUCTION WORK WITHIN THE ROW OUTSIDE OF THOSE TIME WILL BE ALLOWED WITHOUT WRITTEN PERMISSION.

4. TRAFFIC CONTROL MUST CONFORM TO TXDOT REQUIREMENTS AND RECOMMENDATIONS, AND SHOULD MEET OR EXCEED THE "TEXAS MANUAL UNIFORM TRAFFIC CONTROL DEVICES".

LANE CLOSURES ARE NOT ALLOWED IN INCLEMENT WEATHER OR IF THE PAVEMENT IS WET OR ICY.

6. LANE CLOSURE WILL ONLY BE ALLOWED BETWEEN 9:00 AM AND 4:00 MONDAY THRU FRIDAY. A 48 HOUR NOTIFICATION PRIOR TO SET UP IS PM

7. THE UTILITY COMPANY OR ITS CONTRACTOR WILL BE HELD RESPONSIBLE FOR KEEPING THE STATE ROADWAY FREE OF MUD, ROCKS, AND GENERAL DEBRIS.

8. NO CONSTRUCTION EQUIPMENT LEFT RELATIVE TO A UTILITY LINE INSTALLATION WILL BE ALLOWED ON THE ROADWAY OR SHOULDER, UNLESS SPECIFICALLY AUTHORIZED BY TXDOT. EXCAVATE MATERIAL SHALL BE KEPT OFF THE PAVEMENT AT ALL TIMES.

9. WORK CREWS AND EQUIPMENT SHALL THE ROADWAY SHOULDER AND OFF THE FIELD CREW VEHICLES. BE CONFINED TO AREA OUTSIDE OF EDGE OF PAVEMENT. THIS INCLUDES

10. CONSTRUCTION EQUIPMENT LEFT OVERWIGHT IN THE RIGHT-OF-WAY MUST BE SECTIONED OFF WITH ORANGE PLASTIC MESH FENCING, AND BE PLACED AT LEAST 30° OFF THE EDGE OF PAYEMENT. EQUIPMENT LOCATED CLOSER THAN 30° MUST BE PROTECTED BY CONCRETE TRAFFIC BARRIERS.

11. ALL ASPHALT AND CONCRETE DRIVEWAYS LOCATED WITHIN THE STATE RIGHT-OF-WAY MUST BE BORED. AN EXCEPTION TO THIS RULE WILL BE ALLOWED ONLY IF THE OWNER OF THE DRIVEWAY IS WILLING TO PROVIDE THOOLY A LETTER GRANTING THE CONTRACTOR PERMISSION TO OPEN CUTTHEIR DRIVEWAY. THE LETTER MUST BE SIGNED AND REFLECT THE PROPERTY OWNER'S NAME, ADDERS, AND PHONE NUMBER. TXDOT MAY CONTACT OWNER TO VERIFY THE LETTER'S ACCURACY.

12. BORE PITS LOCATED WITHIN 10' FROM THE EDGE OF PAVEMENT MUST BE REINFORCED WITH WOOD OR STEEL TO INSURE THAT THE EXISTING ROADWAY OR PIT WALL DON'T COLLAPSE. REINFORCED WALL SHORING AND/OR TRENCH BOX PROTECTION IS REQUIRED FOR ALL HOLES, PITS, AND TRENCH DEEPER THAN 5'. BORE PITS LOCATED CLOSER THAN 30' FROM THE EDGE OF PAVEMENT SHOULD BE PROTECTED BY CONCRETE TRAFFIC BARRIERS, OPEN PITS MUST BE SEALED OF BY ORANGE PLASTIC MESH FENCING, CONES, AND DRUMS.

13. THE PERMIT HOLDER WILL BE REQUIRED TO RESTORE THE GROUND TO IT'S ORIGINAL LINES, GRADES, AND CONTOURS BY TAMPING DOWN BACKFILLED AREAS BY MEANS OF POUNDING OR COMPACTING IN 6' HORIZONTAL, LAYERS TO A DENSITY EQUAL TO THAT OF THE SURROUNDING SOIL, SHAPING AND REVEGETATED ALL DISTURBED ARES TO THE EXTENT PRACTICABLE. DAMAGE AREA ON WHICH UTILITY CONSTRUCTION HAS CEASED TEMPORABILY OR PERMANENTLY SHALL BE REVEGETATED WITHIN 14 DAYS UNLESS CONSTRUCTION IS SCHEDULED TO RESUME WITHIN 21 DAYS.

1. PIPING SPECIFICATIONS: MFG: STEEL MATERIAL: MAX ID: 16" NOTES:

2. NO SEAMS TO BE INSTALLED IN STATE RIGHTS-OF-WAY

3. PIPELINE CROSSING TO BE ALL UTILITIES.

4. PIPELINES TO CLEAR LOWEST LOWEST UTILITY BY 5 FEET.

5. PIPELINE COVER TO BE A MINIMUM OF 36 INCHES BELOW EXISTING GROUND LEVEL.

7. MARKER SIGNS REQUIRED AT EACH SIDE OF PUBLIC STREET OR ROAD RIGHTS-OF-WAY CROSSING. 6. MARKER SIGNS REQUIRED AT ALL PROPERTY BOUNDARY LINES CROSSING.

8. TOP OF MARKER OF 4 FEET BAOVE 1 THE GROUND LEVEL.

9. MARKER

10. MARKER SIGNS SIGNS TO TO BE MINIMUM BE PAINTED YELLOW. 12"X12".

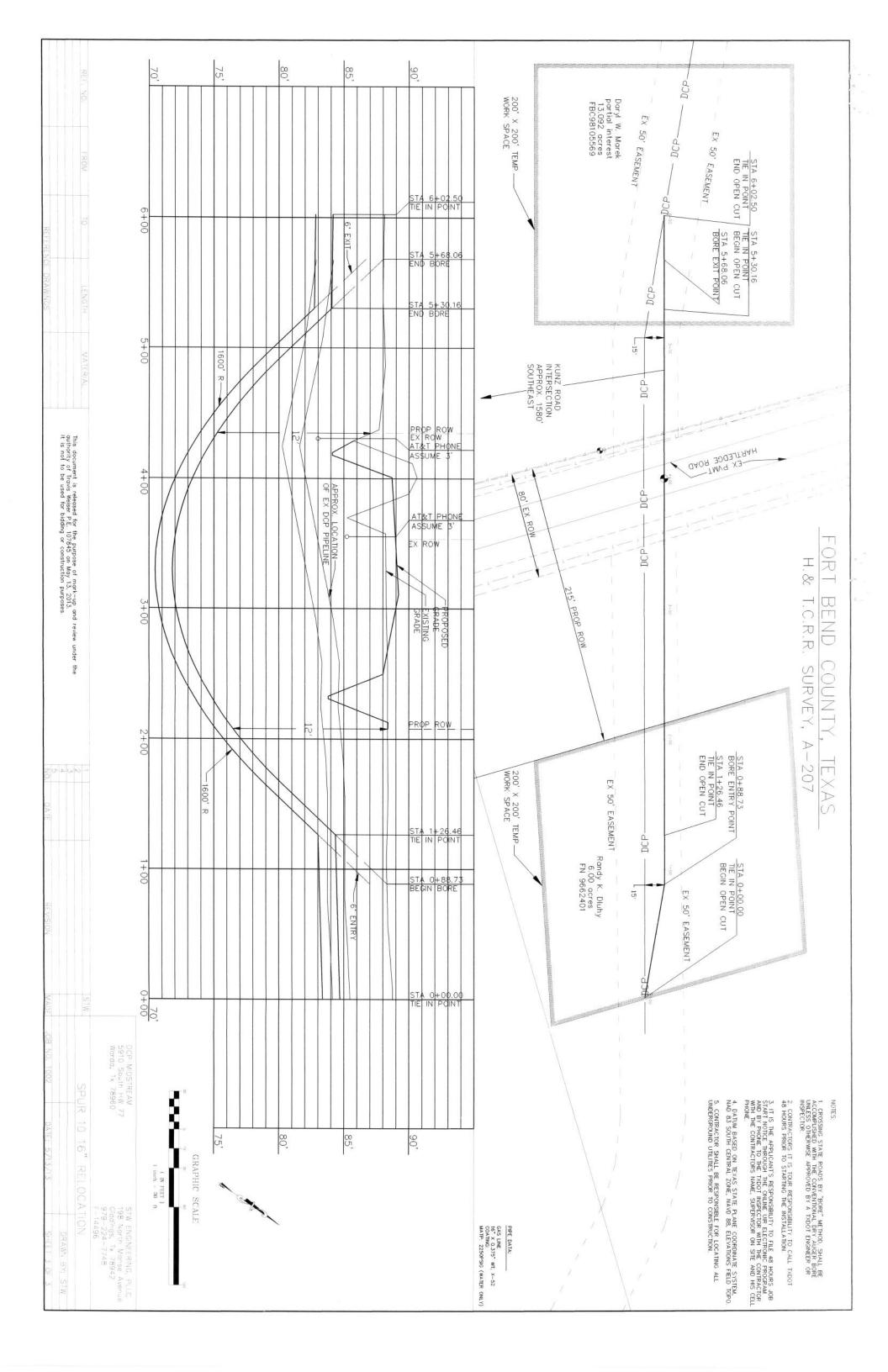
 MARKER SIGNS TO STATE "DCP PIPELINE"
 AND A 24 HOUR LOCAL CONTACT NUMBER. 12. PIPELINES TO BE INSTALLED WITH BURIED METAL WIRE AND MATALLIC FLAG TAPE.

GRAPHIC SCALE (IN FEET inch = 30

the purpose of mark-up a 107845 on May 13, 2013. ng or construction purposes

This document is released for to authority of Travis Weiser P.E. 1 It is not to be used for bidding and

the



Check No STATE OF TEXAS KNOW ALL MEN BY THESE PRESENTS County of____ Fort Band 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 eastern to construct, maintain and operate pips 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 more fully described in deed ____from____ A. E. Pleak recorded in Volume_ 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 ease-ments herein granted, or any of them, shall be used by or useful to, Grantee for the purposes herein grant-ed, 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 Granter 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 Granter, 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:

7×1-623752

MAP NO. 17 W. G. NO. 1539 GMA. 1535

STATE OF YEXAS.	
County of	(Acknowledgment for Unmarried Person)
	y personally appeared
1	s be the person. whose name subscribed to the foregoing in-
	secuted the same for the purposes and considerations therein expressed.
1	day of 194
\	194
My Commission Expires:	Notary Public in and for
	Социту, Техая.
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 Antonia Steglich	hoth brown to make had a larger
store to the land some unstrained and sexuoaledised to t	me that they executed the same for the purposes and considerations
	5 Steglich , wife of she said
E. G. Steglich,	having been examined by me privily and spart from her
	she, the said Antonie Steglich
cknowledged such instrument to be her act and deed and	declared that she had willingly signed the same for the purposes and
onsiderations 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. Morris
y Commission Expires:	Notar Public in and for Williamson, Texas.
The state of the s	County Texas
THE STATE OF TEXAS	
COUNTY OF FORT BEND	
I, Ella Macek, County Clerk in and for said Cor	unty, so hereby certify that the foregoing instrument, with its
Certificate of Authentication, was filed for second in my	y office the
	M., and duly recorded the 2/ day of July
	0 - 1
on page 77	M. in the Deed Records of said County, in Vol. 263-
- //	•
ear last above written.	cy Court of said County, at office in Richmond, Texas, the day and
y least latte many	ELLA MACEK, Clerk County Court, Fort Bend County, Texas.
Lipaty.	Fort Bend County, Texas.
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RIGHT OF WAY GRAHT FROM TEXAS EASTER/TRANSMISSION CORFORATION P. O. Bear 1611 Shervepan, Locipius TATE OF TEXAS	COMPARED INS FIE FOR FEORED INIS JULI - 1 1949 AND PRODUCTOR OF THE COUNTY COMPARED INIS COMPARED INIS MANAGEMENT COUNTY To Sautham Sham Sham Compared Inis Compa
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Form 5-17

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Tract No. 41 Check No. 3564

2000	STATE OF TEXAS AS. KNOW ALL MEN BY THESE PRESENTS /)
	County of FOEG Dead
	That for and in consideration of One Hundred Seventy fences
822910	(\$
	scribed 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, ½ undivided interest to Ralph Turicchi, Sylvaster Turicchi, Theodore Turicchi, Emma Holmes, recorded in Volume 15, Page 568, and more fully described in deed from Rosenberg State Bank, ½ 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.
X	
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	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 constitute and provided the said Grantor shall not constitute to be constructed any house, structures or obstructions on or over, or that will interfere at the maintenance or operation of, any properties of the properties of said properties of the properties of said pipe, telegraph, telephone and power lines, and damages, if not mutually agreed upon, to be ascertained and determined by three disinterested porsons, 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 tward 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 a left of Grantee is without authority to make any covenant or agreement not herein expressed
	WITNESS the execution hereof on this the 9 th was June A. D. 1949
	WITNESSES:
	WITNESSES:
	Don Mirabs Interior lly and as Independent Executor of
	Mrs. Jack Jarolles
	Unra. Jack Forstor
	T. W
	PAP NO
	10. 10. 10. 10. 10. 10. 10. 10. 10. 10.
	7X1-1 20

AGREEMENT dated AUGUST 1944, 1967, between

BRIMAR CALDWELL and CHARLOTTE CALDWELL, his wife, and V. P.

ROWSHELD and JEAN ROWSELS, his wife, all of Fort Bond

County, Texas, and TEXAS RESTREE TRANSMISSION CONFORMATION, a Delevery Corporation,

(hereinafter called the "Corporation").

UITEBBBETH:

WHENEAS, Carl Teriochi, individually, and Syl Turicehi, individually and as Independent Executor of the Estate of Annie Turicohi, Deceased, granted to TELAS EASTERN EMBERSHOE COMPORATION 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 Band 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:

"Immds eitunted in Fort Bend County, State of Texms, to-wit:"
171.63 sores of land out of Sewilon No. 10, Cartificate No. 85
E. & T. C. Ry. Co. Survey

The above described property does not constitute any part of the Graitors buinstead.

More fully described in will from Annie Turicchi, g undivided interest to Balph Turicchi, Sylvester Turicchi, Theodore Turicchi, Runn Holmes, recorded in Volume 15, Page 568, and more fully described in deed from Resemberg State Bank, g undivided interest to Carl Turicchi, recorded in Volume 161, Page hb, Doed Records of said County, to which reference is here made for further description.

and

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

NOW TERRITORS, in consideration of One Dollar (\$1.00) and other good and valuable consideration gaid by Dolmar Caldwell and Charlotte Caldwell his wife, and V. F. Runcels and Jean Runnels , his wife, receipt whereof is admovledged and in consideration of the mutual agreement hereimafter set forth, THE PARTIES MEMORY AGREE THAT SAID RIGHT OF WAY GRANT SHALL BE AMENDED AS FOLICHE with respect to their mutual rights and liabilities to the aforesaid right of way hereimabove described.

Original vessabilin

TX1023750

Rlw 41

All of the rights, titles and privileges of "Comperation" 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, seroes, and through the B. McCauley A-568, 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 centerlineout the existing 16" pipeline of the Grantees herein, said centerline being more particularly described as follows:

Commencing at the Southern most sorner of said 3. McCauley, A-500, said sorner being at the intersection of the senterlines of 2 reads, one along the Southeasterly side and one along the Southeasterly side and sent said property. These in a Borthwesterly direction with the senterline of the said Southeasterly road, which is also the Southeasterly line of said B. McCauley A-500, 1919.0 feet to a point; Thence H 610 13' E, b3 feet to a point in the Sorthwesterly right of way line of said road, the place of beginning of the right of way herein described, Thomse the following courses and distances meroes subject preparty.

H 61° 13' H, 441 feet; H 68° 19' H, 43 feet; H 78° 42' E, 35 feet; H 88° 20' E, 1881 feet; H 88° 55' E, 118 feet to the Sentkwesterly right of way line of the T. & N. O. R.M.;

Themes resuming said pipeline right of way on the Horthessterly right of way line of said T. a H. O. H.R.; H 88°55' H, 200 feet 8 87° 18' H, 39 feet; 8 72° 30' H, h5 feet; 8 61° 33' H, 62 feet to the Hertheesterly right of way line of aforesentioned road which is on the Southeessterly side of said property, the termination of the easterly side of said property, the termination of the right of way herein; Themes continuing 8 61° 33' H, 20 feet more or lass to the Southeesterly line of aforesaid B. McCaulsy A-386, which point is 375 feet more or less Southwesterly from the most Easterly 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 bereto 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 Beeds within sixty (60) days from the data 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 great 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 great.

THE WITHERS WHEREOF, this instrument is empouted the day and pear
first above written.

WITHERSES:

THEAS EASTERN TRANSMISSION COMPLEATION

By: Acaras H. Curum

Vice President

Absistant Secretary

Delmar Galdwell

V. F. Runnels

STATE OF LOUISLANA

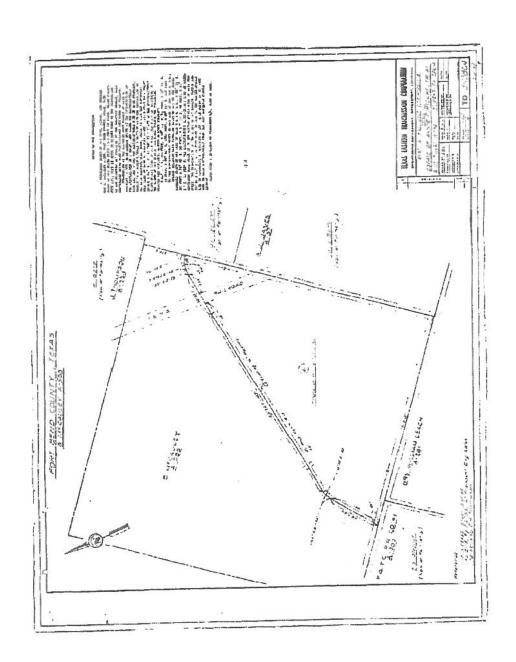
Swarm to and subscribed Sefore se this 2+ day of Cuffics.
A.D., 1967

WILLIAM C. JONES
Motary Public in end for Carles Parks. La.
My Commission in Carlinous

STATE OF TELLS COUNTY OF PORT BANK) BEFURE ME, the undersigned authority, on this day personally appeared , his wife, both known to me to be the pursums whose masses are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the puryocces and consideration therein expressed; and the said ____ wife of the said Belmar Galdwell, having been emmained by me privily and apart free her heshend, and having the same fully explained to her, she, the shid , submoviedged such instrument to be her act and doed, and she declared that she had villingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it. CITES UNDER MY MAID AND REAL OF COTICE this the _____ day of Notary Public in and for Fort Bend County, Texas STATE OF TELAS COUNTY OF PORT BEEN REPOSE ME, the undersigned authority, on this day personally appeared V. F. RUFFELS and ___ , his wife, both happy to us to be the persons whose manus are subscribed to the foregoing instrument, and asknowledged to us that they each executed the same for the purposes and ecusideration therein expressed; and the said wife of the shid V. F. Rusnels, having been essained by me privily and apart from her husband, and having the same fully explained to her, she, the said , saknowledged 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. GIVES UNDER HY MAND AND SEAL OF OFFICE this the _____ day of Motary Public to and for

.bo

Fort Bond Ct. 'Y, Tough



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: 76-FT 216-FT 140-FT

64.81%