

## 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 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.

#### 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: 1/7/14

#### 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: 3-25-14

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

<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  
5910 South HW 77  
Warda, Tx 78960

STW ENGINEERING, PLLC  
198 North Morse Avenue  
Caddo Co, Tx 78942  
979-224-7748  
F-14496

SPUR 10 16" RELOCATION

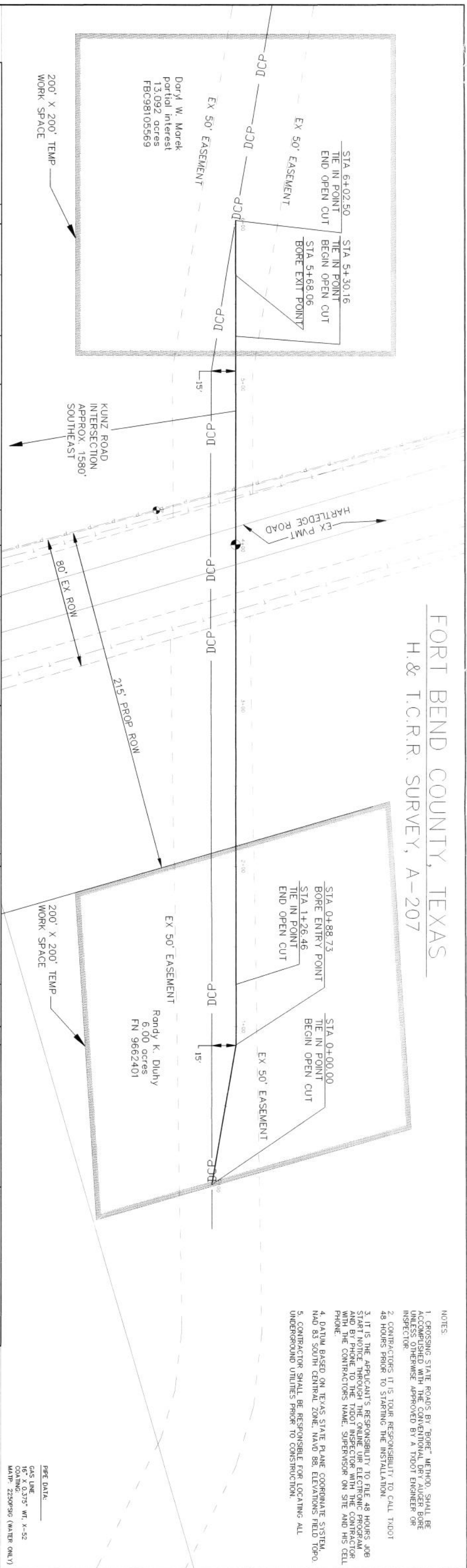
DRAWN BY: STW

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



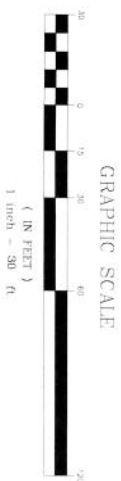
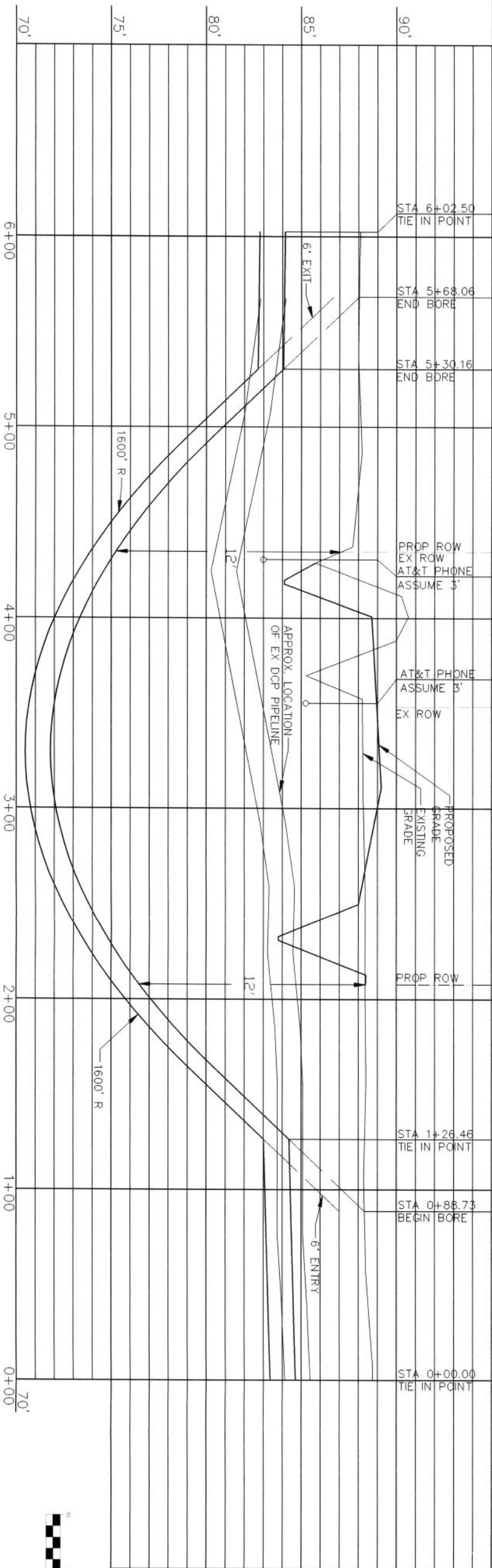


FORT BEND COUNTY, TEXAS  
H. & T.C.R.R. SURVEY, A-207



- NOTES:
1. CROSSING STATE ROADS BY "BORE" METHOD, SHALL BE ACCOMPLISHED WITH THE CONVENTIONAL DRY AUGER BORE UNLESS OTHERWISE APPROVED BY A TxDOT ENGINEER OR INSPECTOR.
  2. CONTRACTORS, IT IS YOUR RESPONSIBILITY TO CALL TxDOT 48 HOURS PRIOR TO STARTING THE INSTALLATION.
  3. IT IS THE APPLICANT'S RESPONSIBILITY TO FILE 48 HOURS JOB START NOTICE THROUGH THE ONLINE UIR ELECTRONIC PROGRAM AND BY PHONE TO THE TxDOT INSPECTOR WITH THE CONTRACTOR WITH THE CONTRACTOR'S NAME, SUPERVISOR ON SITE AND HIS CELL PHONE.
  4. DATUM BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83 SOUTH CENTRAL ZONE, NAVD 88, ELEVATIONS FIELD TOPO.
  5. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.

PIPE DATE: \_\_\_\_\_  
GAS LINE  
3" POLYETHYLENE GLASS REINFORCED  
COATING  
MAP: 2250PSIG (WATER ONLY)



DCP MIDSTREAM  
5910 South HW 77  
Waco, TX 76760

STW ENGINEERING, PLLC  
198 North Morse Avenue  
Giddings, TX 78942  
979-224-7748  
F-14496

SPUR 10' 16" RELOCATION

REF. NO.	FROM	TO	LENGTH	NATURAL
1				
2				
3				
4				
5				
NO.	DATE	REVISION	MADE	JOB NO. 1002
DATE: 5/3/13				
SHEET 3 OF 3				

This document is released for the purpose of mark-up and review under the authority of Travis Weiser P.E. 10/8/45 on May 13, 2013.  
It is not to be used for bidding or construction purposes.

Tract No. 10Check No. 2937

STATE OF TEXAS

County of Fort Bend

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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 described 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. Stiglich 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.

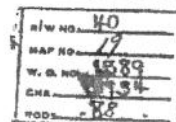
The said Grantor is to fully use and enjoy the said premises, except for the purposes herein granted to the said Grantee and provided the said Grantor shall not construct nor permit to be constructed any house, structures or obstructions on or over, or that will interfere with the maintenance or operation 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. Stiglich ✓  
Antonie Stiglich ✓  
Antonie Stiglich



781-623752

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 in-  
strument, 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 sub-  
scribed 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. Morrison  
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 Ella Macek Deputy.

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

63415

RIGHT OF WAY GRANT

FROM

E. G. Steglich

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 \_\_\_\_\_ of the \_\_\_\_\_

FILED FOR RECORD THIS

Records of said County.

JUL - 1 1949

Notary Public in and for \_\_\_\_\_

County Clerk, Fort Bend County, Texas

By Ed. Myers

Deputy.

102 163 Centrum Shreveport

Pat 16/12

Tract No. 41  
 Check No. 3564

STATE OF TEXAS

County of Fort Bend

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KNOW ALL MEN BY THESE PRESENTS

That for and in consideration of One Hundred Seventy Seven

\$2290 (\$ 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  
 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.

~~More fully described in deed from Carl 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 consent 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 Miralles  
 Don Miralles  
Mrs. Jack Forster  
 Mrs. Jack Forster

Carl Turicchi  
Independent Executor of  
the Estate of Annie Turicchi, Deceased



FILE NO.	<u>41</u>
PAR NO.	<u>19</u>
W. C. NO.	<u>1589</u>
CHE.	<u>3564</u>
BOOK	<u>177</u>

TX1-1 150

AGREEMENT dated AUGUST 24th, 1947, between  
DELMAR CALDWELL and CHARLOTTE CALDWELL, his wife, and V. F.  
RUNKELS and JEAN RUNKELS, 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 353 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:

"Land 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 968, 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. Runkels and Jean Runkels, 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. Runkels and Jean Runkels, 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*

TX1023750

R/W 4/1

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 Grantees 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 centerlines 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 78° 42' E, 35 feet; N 88° 20' E, 1881 feet;  
N 88° 53' E, 116 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° 18' E, 59 feet; S 72° 30' E, 45 feet; S 61° 33' E, 62 feet to the Northwesterly right of way line of aforementioned road which is on the Southeasterly 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 375 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:

A. L. Pittman  
Assistant Secretary

Delmar Caldwell

V. F. Runnels

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 Continuous

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. RUMMELS 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. Rummels, 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 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%