

## STANDARD UTILITY AGREEMENT

U-0027B: Enterprise Crude Pipeline LLC  
 County: Fort Bend  
 Highway: FM 1093 Westpark Extension Phase II

This Agreement by and between the County of Fort Bend, Texas, ("**County**"), and Enterprise Crude Pipeline LLC, ("**Utility**"), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the **County**.

**WHEREAS**, the **County** has deemed it necessary to make certain highway improvements as designated by the **County** and approved by the Federal Highway Administration within the limits of the highway as indicated above;

**WHEREAS**, the proposed highway improvements will necessitate the adjustment, removal, and/or relocation of certain facilities of **Utility** as indicated in the following statement of work: The scope of this project is to relocate by open trench and bore method approx. 660 ft. of 36" Teppco South Texas Crude Lines, Sealy to ECHO, LID #C116. The relocation will take place from Sta. 1108+48 to Sta. 1115+52 in the new 20 ft. easement to be provided by Fort Bend Co. It requires minimum 3 days of line shut down to displace the products and complete the tie-in. This is to accommodate the proposed Westpark Tollway Extension Phase II project by Fort Bend Co.; and more specifically shown in **Utility's** Plans and Specifications, Estimated Costs, and Schedule which are attached hereto as Exhibits "A," "B" and "C."

**WHEREAS**, Subchapter E of Chapter 203 of the Texas Transportation Code regarding the relocation of utilities does not apply to this Project, but the County wishes to negotiate in good faith and enter into agreements with all affected utility companies for the participation in the costs of the adjustment, removal, and/or relocation of certain facilities as authorized under such subchapter.

**WHEREAS**, the **County**, upon receipt of evidence it deems sufficient, acknowledges **Utility's** interest in certain lands and/or facilities and determined it is appropriate to enter an agreement with **Utility** to govern the terms for participation in the costs of the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work above.

### NOW, THEREFORE, BE IT AGREED:

The **County** will pay to **Utility** one hundred percent (100%) of the documented actual costs incurred for relocation of the utility in adjustment, removal, and/or relocation of **Utility's** facilities up to the amount said costs may be eligible for **County** participation.

All conduct under this agreement, including but not limited to the adjustment, removal and relocation of the facility, the development and reimbursement of costs, any environmental requirements, and retention of records will be in accordance with all applicable federal and state laws, rules and regulations, including, without limitation, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §§ 4601, et seq., the National Environmental Policy Act, 42 U.S.C. §§ 4231, et seq., the Utility Relocations, Adjustments, and Reimbursements provisions of 23 CFR 645, Subpart A, and with the Utility Accommodation provisions of 23 CFR 645, Subpart B. **Utility** shall supply, upon request by the **County**, proof of compliance with the aforementioned laws, rules and regulations prior to the commencement of construction.

The **Utility** agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by **County**, or may, with the **County's** approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by **Utility**. Bills for work hereunder will be submitted to **County** not later than 90 days after completion of the work.

When requested, the **County** will make intermediate payments at not less than monthly intervals to **Utility** when properly billed and such payments will not exceed 90 percent (90%) of the eligible cost as shown in each such

  
Initial

3/28/17  
Date

Fort Bend County

  
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Date

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billing. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

Upon execution of this agreement by both parties hereto, the **County** will, by written notice, authorize the **Utility** to perform such work diligently, and to conclude said adjustment, removal, or relocation by the stated completion date. The completion date shall be extended for delays caused by events outside **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **County** or any other party with **Utility's** ability to proceed with the relocation, or any other event in which **Utility** has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of **Utility**.

The **County** will, upon satisfactory completion of the relocation or adjustment and upon receipt of final billing prepared in an approved form and manner, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for **County** reimbursement.

Unless an item below is stricken and initialed by the **County** and **Utility**, this agreement in its entirety consists of the following:

1. Standard Utility Agreement;
2. Plans & Specifications (Attachment "A");
3. Utility Construction Cost Estimate (Attachment "B");
4. Utility's Schedule of Work and Estimated Date of Completion (Attachment "C").

All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefore shall be limited to costs covered by a modification or amendment of this agreement or a written change or extra work order approved by the **County and Utility**.

This agreement is subject to cancellation by the **County** at any time up to the date that work under this agreement has been authorized and that such cancellation will not create any liability on the part of the **County**. However, the **County** will review and reimburse the **Utility** for eligible costs incurred by the **Utility** in preparation of this Agreement.

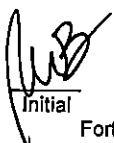
The State Auditor may conduct an audit or investigation of any entity receiving funds from the **County** directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

The **Utility** by execution of this agreement does not waive any of the rights which **Utility** may have within the limits of the law.

It is expressly understood that the **Utility** conducts the adjustment, removal, or relocation at its own risk, and that Fort Bend County, Texas makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

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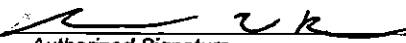
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**UTILITY**

Utility: Enterprise Crude Pipeline LLC  
*Name of Utility*

By:   
*Authorized Signature*

Graham Bacon  
*Print or Type Name*

Title: Executive Vice President, Operations & Engineering, Operations Management

Date: 3/16/17

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***SIGNATURES CONTAINED ON NEXT PAGE***

  
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EXECUTION RECOMMENDED:

COUNTY

By:

Robert E. Hebert  
Robert E. Hebert, County Judge

Date:

4-4-2017

ATTEST:

By:

Laura Richard  
Laura Richard, County Clerk



APPROVED:

By:

Richard W. Stolleis  
Richard W. Stolleis, P.E., County Engineer

APPROVED AS TO LEGAL FORM:

By:

Marcus D. Spencer  
Marcus D. Spencer, First Assistant County Attorney

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 1,490,449<sup>00</sup> to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant, County Auditor

Robert Ed Sturdivant

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3/28/17  
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3/16/17  
Date

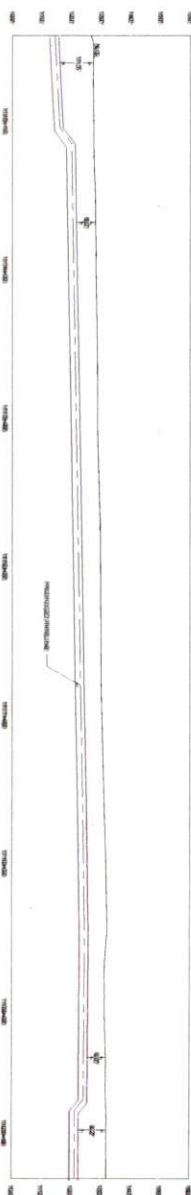
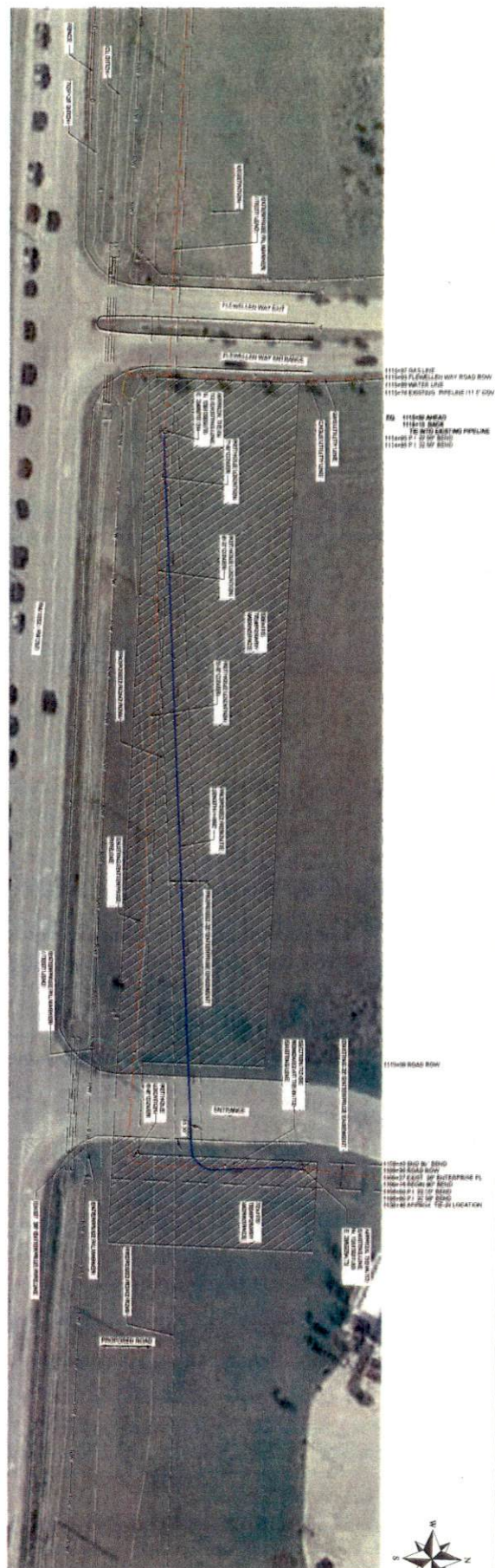
# Exhibit A

## Plans & Specifications

(1 Page that Follow)

  
Initial Date  
Fort Bend County

  
Initial Date  
Enterprise Products



<b>IMA Engineering, Inc.</b> 3225 West Loop Suite 800 Houston, Texas 77042 Phone 770.555.5555 Telex 7415 FPN F.1386										<b>Profile Plan</b> CTS PIPELINE WESTERN COLUMBIAN PIPELINE WESTERN COLUMBIAN PROJECT #									
<b>Customer</b> WESTERN COLUMBIAN 10000 West Loop Houston, Texas 77042 Project #										<b>Contract</b> CONTRACT # CONTRACT DATE CONTRACT VALUE CONTRACT TYPE CONTRACT #									
<b>Design</b> DESIGNER DESIGN NO. DESIGN DATE DESIGN SCALE DESIGN STATUS										<b>Drawings</b> DRAWING NO. DRAWING DATE DRAWING SCALE DRAWING STATUS									
<b>Material</b> MATERIAL MATERIAL NO. MATERIAL DATE MATERIAL SCALE MATERIAL STATUS										<b>Equipment</b> EQUIPMENT EQUIPMENT NO. EQUIPMENT DATE EQUIPMENT SCALE EQUIPMENT STATUS									
<b>Notes</b> NOTES NOTES NO. NOTES DATE NOTES SCALE NOTES STATUS										<b>Other</b> OTHER OTHER NO. OTHER DATE OTHER SCALE OTHER STATUS									

# **Exhibit B**

## **Construction Cost Estimate**

**(2 Pages That Follow)**

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Initial                      Date  
Fort Bend County

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Initial                      Date  
Enterprise Products

Exhibit B.1

## Encroachment Project - Budget Estimate

**Project Title:** Fort Bend Co., Westpark Tollway Ph. 2 - 36" LID #C116 Relocation

**Proj. ID:** DB #10452

**Location:** Fort Bend Co., TX

**AFE No.:**

**Scope:** The scope of this project is to relocate by open trench and bore method approx. 660 ft. of 36" Teppco South Texas Crude Lines, Sealy to ECHO, LID #C116. The relocation will take place from Sta. 1108+48 to Sta. 1115+52 in the new 20 ft. easement to be provided by Fort Bend Co. It requires minimum 3 days of line shut down to displace the products and complete the tie-in. This is to accommodate the proposed Westpark Tollway Extension Phase II project by Fort Bend Co.

**Date:** 1/30/2016

**Revised:**

**Owner:** Enterprise Crude Pipeline LLC  
**Operator:** Enterprise Crude Pipeline LLC

**By:** J. Sibal  
**Checked:** E. Choong

CODE	DESCRIPTION	QUANTITY	UNIT	UNIT COST	AMOUNT	SUB- TOTAL
905	<b>ENGINEERING/SURVEY COST</b>					
	Outside Engineering					<b>\$73,300</b>
	Encroachment Engr. Review	24	hours	\$150	\$3,600	
	Project Engineer	100	hrs.	165	\$16,500	
	Designer/Technician	80	hrs.	100	\$8,000	
	Project Services	80	hrs.	75	\$6,000	
	Survey Services	1	ea.	35,000	\$35,000	
	Welding Engineer	8	hrs.	150	\$1,200	
	Hydrostatic Test Engineer	1	ea.	3,000	\$3,000	
907	<b>INSPECTION COST</b>					
	Inspection-misc.					<b>\$59,400</b>
	Site Chief Inspector	30	days	\$1,100	\$33,000	
	Site Inspector - COR	24	days	\$1,100	\$26,400	
	In-Service Welding Insp.	0	days	\$1,100	\$0	
	NDE Inspection	0	ea.	\$0	\$0	<b>\$0</b>
	Environmental Inspection					
934 935	<b>GENERAL EQUIPMENT &amp; MATERIALS</b>					
	Protective Coating - misc.					
	Line Pipe					<b>\$161,600</b>
	36" x 0.750" W.T. API 5L, X70, FBE	640	ft.	\$235	\$150,400	
	36" x 0.750" W.T. API 5L, X70, FBE, ARO	40	ft.	\$280	\$11,200	
	Piping Bends					<b>\$94,500</b>
	90 Deg. 6D Bends, Segmentable with 2' Tangent, 36" x 0.750" W.T. API 5L, X70, FBE	1	ea.	\$11,000	\$11,000	
	22.5 Deg. 6D Bends Segmentable, with 2' Tangent, - 36" x 0.750" W.T. API 5L, X70, FBE	4	ea.	\$11,000	\$44,000	
	12.5 Deg. 6D Bends with 2' Tangent -36" x 0.750" W.T. API 5L, X70, FBE	2	ea.	\$11,000	\$22,000	
	Qualification Bend Test on X-70 Pipe	1	ea.	\$17,500	\$17,500	
	Valves					
	Fittings					
	Freight	1	ea.	\$5,000	\$5,000	<b>\$5,000</b>
	Taxes (8.25%)	1	%	\$8.25	\$21,541	<b>\$21,541</b>
951  953 964 965 971	<b>PROFESSIONAL SERVICES, LAND, PERMITS, LEGAL &amp; EHS</b>					
	Land Costs					<b>\$95,000</b>
	P/L ROW Costs					
	ROW Purchase Cost	40	rods	\$2,000	\$80,000	
	Land Damages -					
	Temp. Work Space / Access	1	ls	\$15,000	\$15,000	
	ROW Acquisition Services					
	Legal & Prof Services	16	hours	\$450	\$7,200	<b>\$7,200</b>
	Environmental Mitigation			\$0		
	Insurance Premiums			\$0		



# Exhibit B.2

## Encroachment Project - Budget Estimate

Project Title: Fort Bend Co., Westpark Tollway Ph. 2 - 36" LID #C116 Relocation

Proj. ID: DB #10452

Location: Fort Bend Co., TX

AFE No.:

**Scope:** The scope of this project is to relocate by open trench and bore method approx. 660 ft. of 36" Teppco South Texas Crude Lines, Sealy to ECHO, LID #C116. The relocation will take place from Sta. 1108+48 to Sta. 1115+52 in the new 20 ft. easement to be provided by Fort Bend Co. It requires minimum 3 days of line shut down to displace the products and complete the tie-in. This is to accommodate the proposed Westpark Tollway Extension Phase II project by Fort Bend Co.

Date: 1/30/2016

Revised:

Owner: Enterprise Crude Pipeline LLC

By: J. Sibal

Operator: Enterprise Crude Pipeline LLC

Checked: E. Choong

CODE	DESCRIPTION	QUANTITY	UNIT	UNIT COST	AMOUNT	SUB- TOTAL
<b>INTERNAL COST</b>						
908	Salaries & Wages - ST					\$45,440
	Project Manager	240	hours	\$140	\$33,600	
	Manager	0	hours	\$170	\$0	
	Safety Coordinator	16	hours	\$90	\$1,440	
	Environmental Scientist	1	ea.	\$5,000	\$5,000	
	Sr. Land Representative	60	hours	\$90	\$5,400	
983	Maint/Opr Dept. Assistance					\$6,240
	O&M Supervisor	16	hours	\$100	\$1,600	
	Corrosion Tech.	16	hours	\$65	\$1,040	
	Pipeline Tech.	40	hours	\$90	\$3,600	
985	Office Costs & Travel					\$1,000
	Travel and Office Expenses	1	ls	\$1,000	\$1,000	
<b>CONST CONTRACTS COST</b>						
987	Construction contracts-misc.					\$608,000
	Relocate approx. 660 ft. section of 36" Crude P/L, LID #C116. Weld X-ray and hydrostaic test are included.	1	ea.	\$435,000	\$435,000	
	Timber Mats	120	ea.	\$275	\$33,000	
	Line displacement - include tooling, pigging, nitrogen and support to Operations.	1	ea.	\$140,000	\$140,000	
	<b>SUB - TOTAL</b>					\$1,178,221
988	CONTINGENCY (Allowed by Fort Bend Co.)	10%				\$117,822
990	CONSTS. OVERHEAD	15%				\$194,406
<b>Grand Total</b>						\$1,490,449

Notes: Estimate is based on the following:

1. Fair to good weather without contingency for weather delays and unforeseen condition under the ground.
2. Assumed that the pipeline can be shut down in June 2017. Schedule may change depends on business need. Cost will increase if double by-pass with stopple is needed for tie-in.
3. Buy America requirement does not apply to this project per direction of Fort Bend - Michael Kaspar on Feb. 6, 2017.
4. Contractor stand-by time due to any nature or reason is not included in this estimate.
5. Land cost (Code 951) is estimate only. Final amount is to be upon agreement with land owner.

Cost Sharing		
Enterprise Crude P/L, LLC	0.0%	\$0
Fort Bend Co.	100.0%	\$1,490,449
<b>Total</b>	<b>100.0%</b>	<b>\$1,490,449</b>

# Exhibit C

## Schedule of Work and Estimated Dates of Completion.

(As Shown Below)

### **Construction Schedule:**

Begin Construction: June 1, 2017

Complete Construction: July 8, 2017

This schedule is forecasted in the assumption that the Standard Utility Agreement will be executed by Fort Bend Co. on or before March 30, 2017.

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Initial Date  
Fort Bend County

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Initial Date  
Enterprise Products

# ORIGINAL EASEMENT

(8 Pages)



Project: Rancho Pipeline Expansion  
Tract #: TX-FB-0029.00000, TX-FB-0034.10000  
TX-FB-0035.10000, TX-FB-0039.10000  
Fort Bend County, Texas

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S NUMBER.

RECORDING MEMORANDUM OF PERMANENT EASEMENT AGREEMENT  
(the "Recording Memorandum")

STATE OF TEXAS

§  
§  
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

THAT LANDMARK INDUSTRIES, whose mailing address is 11111 Wilcrest Green, Suite 100, Houston, Texas 77042, herein referred to as "Grantor", its successors and assigns, for good and valuable consideration, has entered into a Permanent Easement Agreement, herein referred to as the "Easement," with ENTERPRISE CRUDE PIPELINE LLC, a Texas limited liability company, whose mailing address is P.O. Box 4324, Attn: Land Dept, Houston, Texas 77210-4324 and with offices at 1100 Louisiana, Suite 1000, Houston, Texas 77002, herein referred to as "Grantee," its successors and assigns, granting and conveying to Grantee those certain easements, which are more particularly described and depicted in the attached Exhibits "A" and "B," which are incorporated herein for all intents and purposes on, in, over, through, across, under and along land owned by the Grantor.

This Recording Memorandum may be executed in several counterparts, each of which shall be an original of this Recording Memorandum but all of which, taken together, shall constitute one and the same Recording Memorandum and be binding upon the parties who executed any counterpart, regardless of whether it is executed by all parties named herein.

All prospective assignees, mortgagees or other parties claiming some interest or acquiring some interest by, through, or under any of the above mentioned parties are put on notice of the Easement.

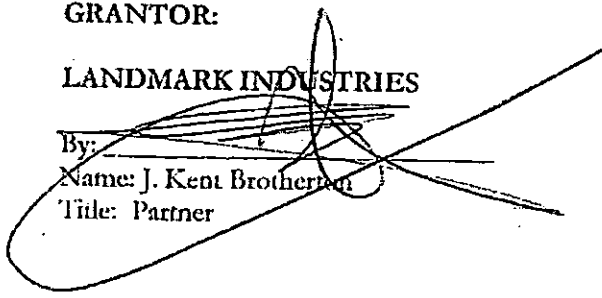
The Easement contains terms, conditions and other provisions which limit and restrict the rights of the parties in relation to their specific interests in and to the property covered by the Easement.

[INTENTIONALLY LEFT BLANK]

EXECUTED this 20<sup>th</sup> day of November 2014.

GRANTOR:

LANDMARK INDUSTRIES

By:   
Name: J. Kent Brotherton  
Title: Partner

ACKNOWLEDGEMENT

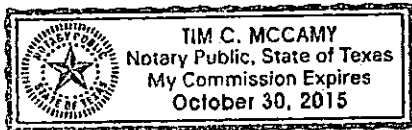
STATE OF TEXAS

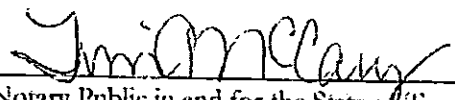
COUNTY OF Harris

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This instrument was acknowledged before me on the 20<sup>th</sup> day of November 2014, by J. Kent Brotherton, Partner of Landmark Industries.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20<sup>th</sup> day of November 2014.



  
Notary Public in and for the State of Texas

Tim C McCamy  
(Print Name of Notary Public Here)

PLEASE RETURN RECORDED ORIGINAL TO:  
Enterprise Texas Pipeline LLC  
ATTN: DOC SPECIALISTS  
4655 Sweetwater Blvd., Suite 600  
Sugar Land, TX 77479

Enterprise Crude Pipeline LLC  
Rancho Pipeline Expansion  
TX-FB-0029.00000  
TX-FB-0034.10000  
TX-FB-0035.10000  
TX-FB-0039.10000  
Revision B  
Fort Bend County, Texas

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**EXHIBIT "A"**

**DESCRIPTION FOR A PERMANENT EASEMENT  
LANDMARK INDUSTRIES, A TEXAS GENERAL PARTNERSHIP**

A CENTERLINE DESCRIPTION FOR A TWENTY FOOT (20') WIDE PERMANENT EASEMENT, LOCATED IN THE M & C SURVEY, ABSTRACT NO. 421, THE R.H. KUYKENDALL SURVEY, ABSTRACT NO. 274, THE J.C. McDONALD SURVEY ABSTRACT NO. 280 FORT BEND COUNTY, TEXAS, AND BEING WITHIN A REMAINDER OF A 41.78 ACRE TRACT (TRACT 1) DESCRIBED IN DOCUMENT NO. 2013073162, OFFICIAL PUBLIC RECORDS, FORT BEND COUNTY, TEXAS, A 0.3906 ACRE TRACT (UNRESTRICTED RESERVE B) DESCRIBED IN DOCUMENT NO. 20120043, OFFICIAL PUBLIC RECORDS, FORT BEND COUNTY, AND A REMAINDER OF A 22.962 ACRE TRACT (TRACT 2) DESCRIBED IN DOCUMENT NO. 2013073162, OFFICIAL PUBLIC RECORDS, FORT BEND COUNTY, TEXAS, ALL CONVEYED TO LANDMARK INDUSTRIES, A TEXAS GENERAL PARTNERSHIP, SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point on the north line of said remainder of a 41.78 acre tract (Tract 1), same being the south line of a 31 acre tract described in Document No. 2003101892, Official Public Records, Fort Bend County, Texas, for the POINT OF BEGINNING;

THENCE, across said remainder of a 41.78 acre tract (Tract 1) and said 0.3906 acre tract (Unrestricted Reserve B) the following four (4) courses and distances;

- 1) South 02°08'43" East, a distance of 1,355.63 feet to a calculated point;
- 2) South 11°00'46" West, a distance of 281.68 feet to a calculated point;
- 3) South 07°02'09" East, a distance of 739.32 feet to a calculated point;
- 4) South 82°59'23" West, a distance of 814.68 feet to a calculated point on a west line of said remainder of a 41.78 acre tract (Tract 1), same being the east margin of Flowellen Way, for the POINT OF EXIT.

THENCE South 82°59'23" West, a distance of 883.72 feet to a calculated point on the east line of said remainder of a 22.962 acre tract (Tract 2), for the POINT OF RE-ENTRY;

THENCE South 82°59'23" West, across said remainder of a 22.962 acre tract (Tract 2), a distance of 785.32 feet to a calculated point on a west line of said remainder of a 22.962 acre tract (Tract 2), same being east margin of Flowellen Place Lane, for the POINT OF EXIT;

THENCE South 82°59'23" West, across Flowellen Place Lane, a distance of 69.52 feet to a calculated point on the west margin of Flowellen Place Lane, same being an east line of said remainder of 22.962 acre tract (Tract 2), for the POINT OF RE-ENTRY;

Enterprise Crude Pipeline LLC  
Rancho Pipeline Expansion  
TX-FB-0029.00000  
TX-FB-0034.10000  
TX-FB-0035.10000  
TX-FB-0039.10000  
Revision B  
Fort Bend County, Texas

Page 2 of 2

THENCE South 82°59'23" West, across said remainder of a 22.962 acre tract (Tract 2), a distance of 1,101.47 feet to a calculated point for the west line of said remainder of a 22.962 acre tract (Tract 2), being the east line of a 30.000 acre tract (Tract 1) described in Document No. 2002036918, Official Public Records, Fort Bend County, Texas, for the POINT OF TERMINATION;

#### TEMPORARY WORK SPACE

Being additional variable width strips of land to be used during the construction of the pipeline. The variable width strips of land will be on the north, south, east and west sides, parallel to and coincident with the above described 20 foot wide permanent easement as shown on Exhibit "B". In addition, adjacent to and across any and all highways, roads, streets, railroads, canals, ditches, streams or other waterways and pipelines and where the bearing of the easement changes, grantee shall have the right to use additional temporary work space as shown on Exhibit "B" for the construction of the pipeline and appurtenant facilities.

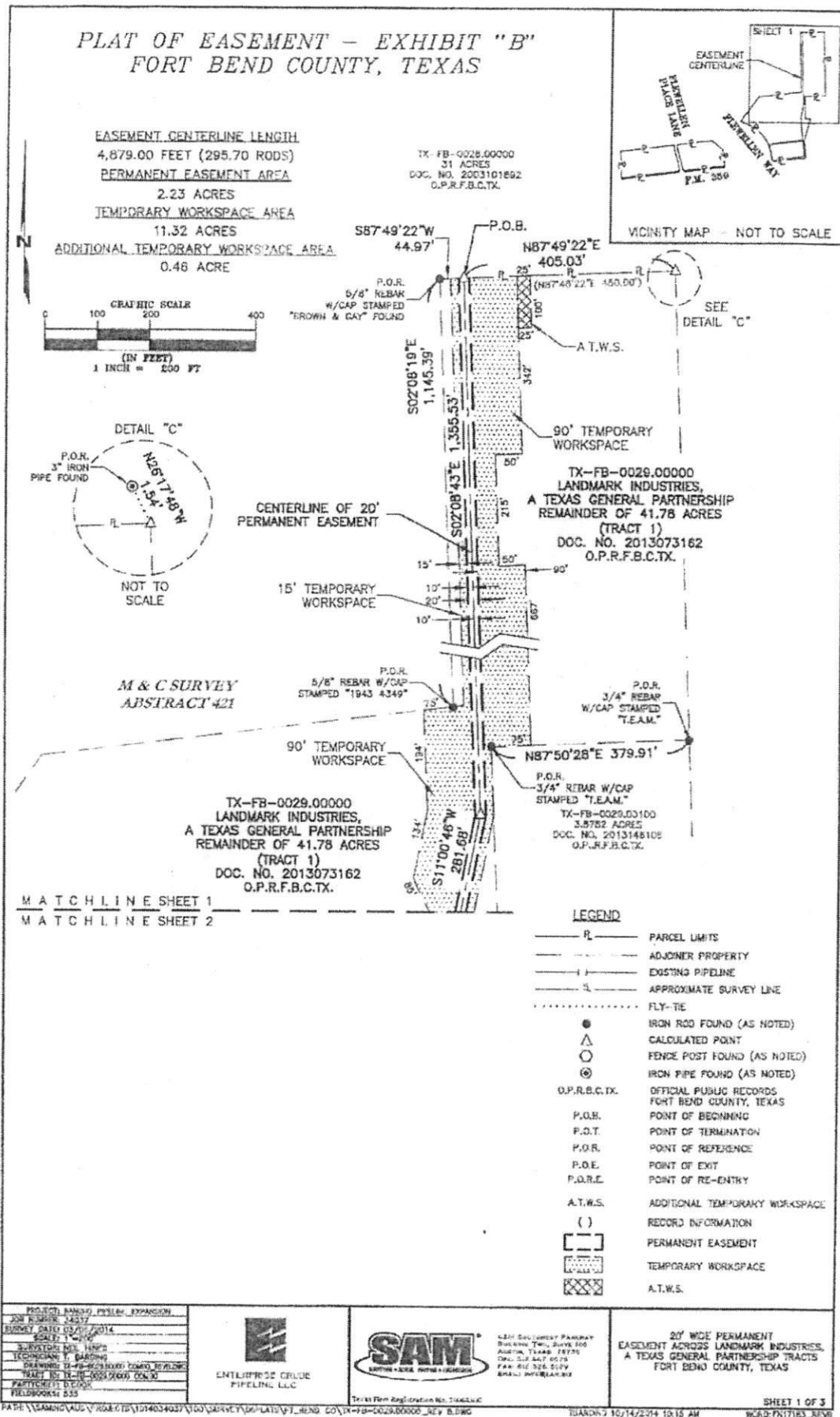
#### Notes:

- 1) All bearings are grid bearings and are based on Texas Coordinate System, South Central Zone (4204), NAD83(2007). All distances are represented in grid values, measured in U.S. Survey Feet, and are based on said Horizontal Datum.
- 2) Record information shown herein is based upon a public records search performed by Summit Resources, LLC.
- 3) For additional information, see attached plat of easement (Exhibit "B") made in conjunction with and considered an integral part of this description.

Surveying And Mapping, LLC (SAM)  
4801 Southwest Parkway  
Parkway Two, Suite 100  
Austin, Texas 78735  
Texas Firm Registration No. 10064300

*Neil Hines* 14 October 2014  
Neil Hines  
Registered Professional Land Surveyor  
No. 5842, State of Texas

RECORDER'S MEMORANDUM  
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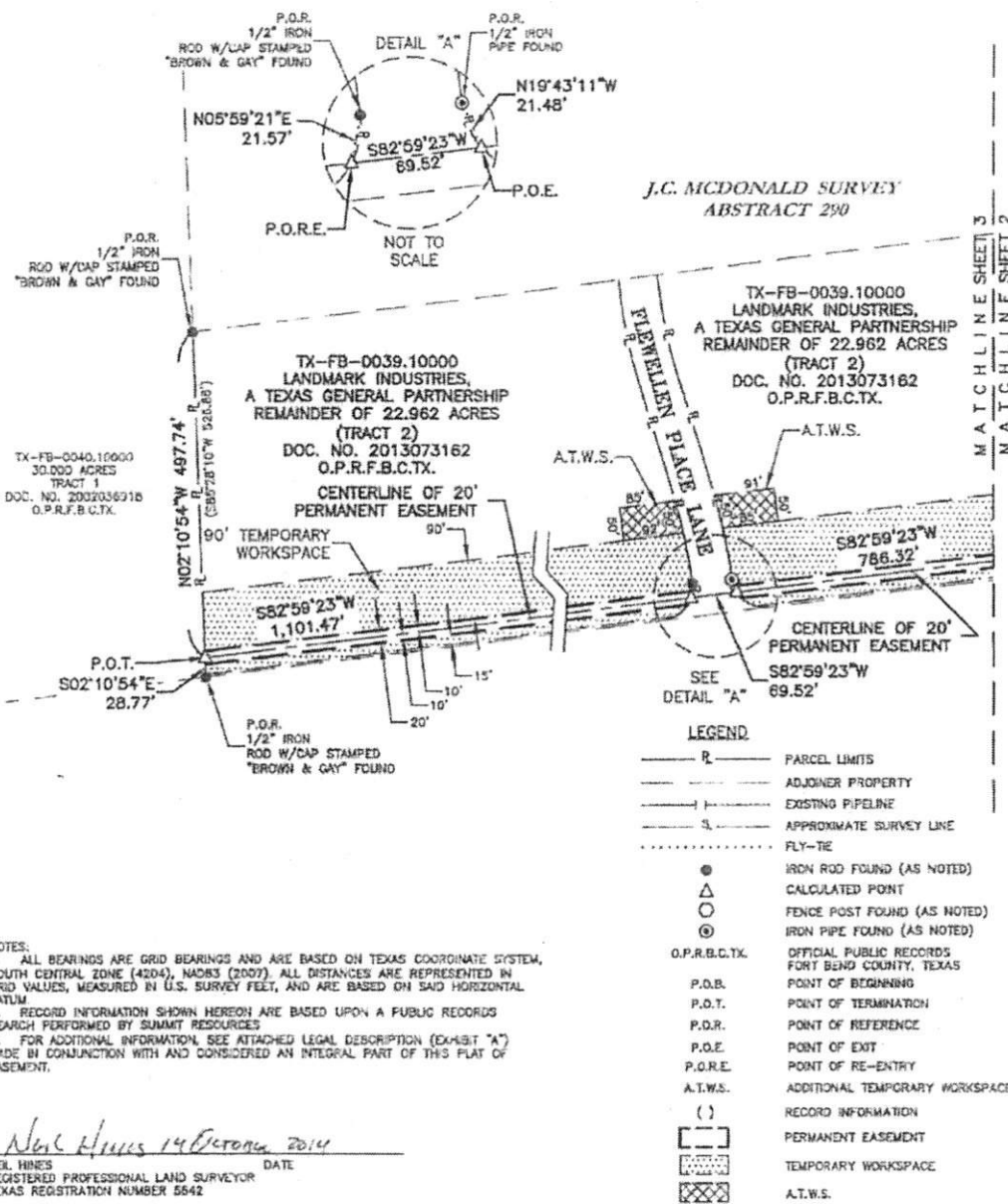
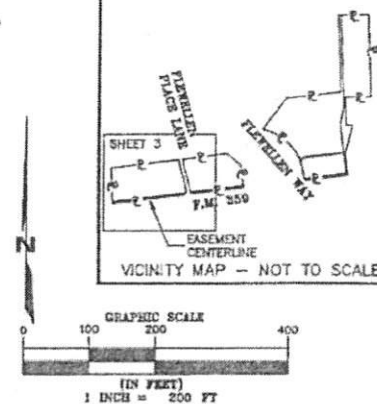


# RECORDER'S MEMORANDUM

This page is not satisfactory for photographic recordation due to carbon or photo copy, discolored paper, etc. All block-out, additions and changes were presented at time instrument was filed and recorded.

## PLAT OF EASEMENT - EXHIBIT "B" FORT BEND COUNTY, TEXAS

EASEMENT CENTERLINE LENGTH  
4,879.00 FEET (295.70 RODS)  
PERMANENT EASEMENT AREA  
2.23 ACRES  
TEMPORARY WORKSPACE AREA  
11.32 ACRES  
ADDITIONAL TEMPORARY WORKSPACE AREA  
0.46 ACRE



NOTES:  
1. ALL BEARINGS ARE GRID BEARINGS AND ARE BASED ON TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD83 (2007). ALL DISTANCES ARE REPRESENTED IN GRID VALUES, MEASURED IN U.S. SURVEY FEET, AND ARE BASED ON SAID HORIZONTAL DATUM.  
2. RECORD INFORMATION SHOWN HEREON ARE BASED UPON A PUBLIC RECORDS SEARCH PERFORMED BY SUMMIT RESOURCES.  
3. FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTION (EXHIBIT "A") MADE IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT OF EASEMENT.

NEIL HINES  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REGISTRATION NUMBER 5642  
DATE

PROJECT: RANCHO PUEBLO EXPANSION
JOB NUMBER: 34557
SURVEY DATE: 03/05/2014
REVISION: 1
SURVEYOR: NEIL HINES
TECHNICIAN: J. RAYMOND
EXAMINER: D. J. O'LEARY, CEMO, 509,307
TRACT: TX-FB-0039.10000 COMMO
PARTY(ES): D. O'LEARY
FILE/BOOK: 535



20' WIDE PERMANENT  
EASEMENT ACROSS LANDMARK INDUSTRIES,  
A TEXAS GENERAL PARTNERSHIP TRACTS  
FORT BEND COUNTY, TEXAS

RETURNED AT COUNTER TO:

Seth Knipp for Enterprise Grade Pipeline LLC  
4655 Sweetwater Blvd, Ste 600  
Sugar Land, TX 77479

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

*Dianne Wilson*

Dianne Wilson, County Clerk  
Fort Bend County, Texas

December 01, 2014 02:36:38 PM

FEE: \$50.00 MAM  
EASEMENT

2014130423



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2017-180341

Date Filed:  
03/20/2017

Date Acknowledged:

**1** Name of business entity filing form, and the city, state and country of the business entity's place of business.

Enterprise Crude Pipeline LLC  
Houston, TX United States

**2** Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County, Texas

**3** Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

23381-3/20/17

Utility relocation regarding FM 1093/Westpark, Mobility Bond Project No. 748

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	See Exhibit A	Houston, TX United States	X	

**5** Check only if there is NO Interested Party. ☐

### 6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Wendi S. Bickett

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Wendi S. Bickett, this the 20<sup>th</sup> day of March, 20 17, to certify which, witness my hand and seal of office.

Catherine DeLeonardis

Signature of officer administering oath

C. DeLeonardis

Printed name of officer administering oath

Legal Assistant

Title of officer administering oath

**CERTIFICATE OF INTERESTED PARTIES****FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

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Certificate Number:  
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03/20/2017

**2** Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County, Texas

Date Acknowledged:  
04/04/2017

**3** Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

23381-3/20/17  
Utility relocation regarding FM 1093/Westpark, Mobility Bond Project No. 748

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	See Exhibit A	Houston, TX United States	X	

**5** Check only if there is NO Interested Party.

☐**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
Signature of officer administering oath

\_\_\_\_\_  
Printed name of officer administering oath

\_\_\_\_\_  
Title of officer administering oath

## **EXHIBIT A**

*Enterprise Products Partners L.P. is a publicly traded Delaware limited partnership, the common units of which are listed on the New York Stock Exchange ("NYSE") under the ticker symbol EPD.*

- Enterprise Crude Pipeline LLC is 99.99% owned by TCTM, L.P. and .01% owned by Enterprise Crude GP LLC (its Sole Manager);
- TCTM, L.P. is 99.999% owned by Enterprise TE Partners L.P. and .001% owned by Enterprise GP LLC (its General Partner);
- Enterprise TE Partners L.P. is 98% owned by Enterprise Products Operating LLC and 2% owned by Enterprise Products Pipeline Company LLC (its General Partner);
- Enterprise Products Operating LLC is 99.999% owned by Enterprise Products Partners L.P. and 0.001% owned by Enterprise Products OLPGP, Inc. (its Sole Manager);
- Enterprise Products OLPGP, Inc. is 100% owned by Enterprise Products Partners L.P.