

TEXAS EASTERN TRANSMISSION, LP  
5400 Westheimer Court  
Houston, TX 77056-5310  
713 627.5400 main

Mailing Address:  
P.O. Box 1642  
Houston, TX 77251-1642



May 6, 2013

Hidalgo County, Texas  
1615 Closner Suite J  
Edinburg, Texas 78539

ATTN: Mr. Ramon Garcia

**TEXAS EASTERN TRANSMISSION INVOICES NO. PA-1304-610; WBS MC.000003.010;  
EXTEND EXISTING CASING 20' NORTH AND SOUTH OF EL GATO RD. W/ 36" SPLIT  
CASTING**

Dear Mr. Garcia:

Please find enclosed TETLP's Invoice No.PA-1310-605 May 1, 2013 in the amount of \$44,456.54, respectively for cost incurred in conjunction with the subject projects.

Please reference Invoice Number and WBS Number on your remittance advice and send the return copy of the invoice to:

Texas Eastern Transmission, L.P.  
P.O. Box 201210  
Houston, TX 77216-1210

Attn: Treasury – Cash Management

Should you have any questions, please contact me at 713-627-5646.

Sincerely,

A handwritten signature in black ink that reads "D.L. Berry". The signature is written in a cursive style with a long, sweeping underline that extends to the right.

D.L. Berry  
Manager, Fixed Assets Accounting

xc: L. Smore  
N. Sulcer

nt



ROUTE CODE: GTTEPA

TEXAS EASTERN TRANSMISSION, L.P.  
P. O. BOX 1642  
HOUSTON, TEXAS 77251-1642

TO: Hildalgo County Precinct 2  
300 West Hall Acres Rd, Suite G  
Pharr, TX 78577

ATTN: Commissioner Hector "Tito" Palacios

PAYMENT DUE 30 DAYS FROM INVOICE DATE

WORK ORDER	ACCOUNT NUMBER	VOUCHER REFERENCE	DATE	INVOICE NUMBER
MC.000003.010	1430002-10762805	ARBILL	5/1/2013	PA-1304-610

Interconnect to TETLP's Pipelines 10 & 15

Greene County, PA

Cost Detail	Total
COMPANY LABOR/BENEFITS & OVERHEADS	\$ 6,082.45
MATERIAL & SUPPLIES	\$ 13,164.91
COMPANY & EMPLOYEE EXPENSE	\$ 1,032.29
OUTSIDE SERVICES	\$ 49,176.89
<b>TOTAL COST INCURRED</b>	<b>\$ 69,456.54</b>
<b>LESS: PREPAYMENTS</b>	<b>\$ (25,000.00)</b>
<b>NET PROJECT COST</b>	<b>\$ 44,456.54</b>

Please return an invoice copy with your payment to:

Texas Eastern Transmission, L.P.  
P.O. Box 201210  
Houston, TX 77216-1210  
Attn: Treasury - Cash Management

PIPELINE ALTERATION AGREEMENT

STATE OF TEXAS

COUNTY OF HIDALGO

THIS PIPELINE ALTERATION AGREEMENT (the "Agreement") is made and entered into this 2<sup>nd</sup> day of August, 2011 by and between TEXAS EASTERN TRANSMISSION, LP, a Delaware limited partnership, having its principal office at 5400 Westheimer Court, Houston, Texas 77056 (hereinafter referred to as "TETLP"), and COUNTY OF HIDALGO, acting by and through its Commissioners' Court, duly authorized to do business in Hidalgo County, Texas, with its principal office at 1615 S. Closner, Suite J, Edinburg, Texas 78539 (hereinafter referred to as "COUNTY"), with a copy to: Hidalgo County Precinct No. 2, 300 W. Hall Acres, Suite G, Pharr, Texas 78577.

WITNESSETH:

WHEREAS, TETLP owns and operates a thirty-inch (30") diameter pipeline and appurtenances thereto (hereinafter referred to as the "Pipeline") located in Hidalgo County, Texas, pursuant to easements previously acquired by TETLP and recorded in Volume 866, Page 596, and Volume 868, Page 138 of the Deed Records of Hidalgo County, Texas (hereinafter referred to as "Easement"); and

WHEREAS, COUNTY plans to develop or make changes to certain real property in Hidalgo County, Texas (the "Property"), which is affected and covered by the Easement; and

WHEREAS, the development and/or construction plans of COUNTY will necessarily require adjustment, alteration, replacement and/or relocation of a portion of the Pipeline and COUNTY has requested TETLP to so adjust, alter, replace and/or relocate the Pipeline; and

WHEREAS, TETLP is willing to adjust, alter, replace and/or relocate the Pipeline, subject to the provisions and conditions expressed herein.

NOW, THEREFORE, in consideration of the premises and of the terms and conditions hereinafter set forth, the parties hereto agree, each with the other, as follows:

I  
PIPELINE ADJUSTMENT

COUNTY agrees to cooperate with TETLP in every way possible to make application for and obtain all necessary use and occupancy permits, licenses or grants of any nature whatsoever required or imposed by any governmental body or other party with respect to the Pipeline, including, but not limited to, executing appropriate consents and authorizations and supporting and/or joining in any and all applications for certificates and authorizations to operate the adjusted, altered, replaced and/or relocated Pipeline as may be filed by TETLP with any state, local or federal authority having regulatory or

PERMITS AND CERTIFICATES

III

It is agreed that TETLP, in performing the Pipeline Adjustment, will conduct such operations in a good and workmanlike manner and with such materials as will conform to all applicable pipeline construction requirements now imposed by applicable federal, state, and local regulations and ordinances relating to such construction. TETLP hereby agrees to hold COUNTY harmless against any and all claims, suits, judgments and damages arising out of or in connection with the Pipeline Adjustment attributable to the negligence of TETLP, its employees or agents.

PROSECUTION OF THE WORK

II

COUNTY agrees to reimburse TETLP for all direct and indirect costs (hereinafter referred to collectively as the "Cost") incurred by TETLP for the Pipeline Adjustment. Such Cost shall include, but shall not be limited to, all permits, consideration for new right of way grants, allowance for funds used during construction, materials, labor, licenses, fees and any and all other costs and expenses of any type or nature. Reimbursement of the Cost shall be made in accordance with Article IV of this Agreement.

TETLP does hereby agree that, subject to the terms and conditions of this Agreement, TETLP will extend the existing casing twenty (20') feet on the north and south side of El Gato Road with thirty six (36") inch split casing (hereinafter referred to as "Pipeline Adjustment") in accordance with that drawing attached hereto as Exhibit "A" and made a part hereof for all purposes herein. After this Pipeline Adjustment, TETLP shall be under no obligation to effect any further adjustment across the aforementioned Property.

supervisory jurisdiction over the Pipeline.

IV

PAYMENT REIMBURSEMENT

TETLP has estimated that the Cost of the Pipeline Adjustment will be approximately Eighty-Five Thousand Dollars (\$85,000.00). The Cost shall not be considered a maximum, minimum, or guarantee for the work associated with this Agreement and COUNTY agrees to reimburse the entire actual Cost, both direct and indirect, incurred by TETLP. Such cost shall include, but not be limited to, all permits, allowance for funds used during any associated construction, materials, labor, administrative overhead, services, licenses, fees, loss of gas, right of way grants, changes in scope or operation and any and all other costs, burdens and expenses of any type of nature. COUNTY further agrees to pay all reasonable attorney's fees should this Agreement be placed in the hands of an attorney for collection or should it be collected through any court. TETLP agrees to provide supporting invoices and/or documents for any amount requested from COUNTY as charges and/or reimbursement from said COUNTY.

COUNTY agrees to prepay Twenty-Five Thousand Dollars (\$25,000.00) to TETLP prior to the commencement of the Pipeline Adjustment. Within one hundred eighty (180) days after completion of the work contemplated in this Agreement, TETLP shall use reasonable efforts to deliver a final invoice for any outstanding cost incurred by pursuant to this Agreement including all termination costs. COUNTY agrees to reimburse TETLP for any amounts due within thirty (30) days of the invoice date. Any invoice reflecting credit balances due COUNTY will be accompanied by a check from TETLP for the credit amount.

Should COUNTY fail to pay part or all of the amount of any invoice for service provided when such amount is due, TETLP may charge interest on the unpaid portion of the invoice computed from such due date until the date of payment at the rate of interest and in the manner prescribed for pipeline refunds as set forth in Section 154.67 (c) of the Federal Regulatory Commission's Regulations under the Natural Gas Act.

For a period of one (1) year after completion of the work, COUNTY shall have the right to audit TETLP's books and records directly relating to the work. Should such audit reveal any errors or inaccuracies, a proper correction or adjustment shall be made as promptly as practicable thereafter. Any

such audit shall be conducted at TETLP's office in Houston, Texas during TETLP's business hours. The COUNTY's right to audit does not reduce the responsibility of the COUNTY to pay TETLP invoices in full within the thirty (30) day period required.

V

PRIOR EASEMENT

Except as provided for in Article I, nothing herein shall be deemed to alter, modify, or amend the terms, conditions, and provisions of the original Easement. This Agreement shall be binding upon, and shall accrue to the benefit of, the parties hereto, their successors, and assigns. This Agreement represents the full agreement of the parties and may only be altered by a written amendment executed by both parties.

VI

TEXAS LAW TO APPLY

This Agreement shall be construed under and in accordance with the laws of The State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. Parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

VII


COMMITMENT OF REVENUES ONLY

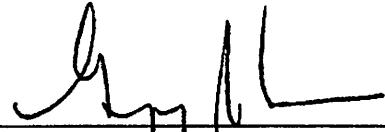
In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. 271.903. Should termination occur after Pipeline Adjustment has begun, TETLP shall be entitled to full compensation for all cost incurred of said Pipeline Adjustment work completed as of the termination date including any work deemed necessary by TETLP to return the pipeline to safe operation.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Agreement to be executed on the day and year first above written.

ATTEST:

TEXAS EASTERN TRANSMISSION, LP  
By: Spectra Energy Transmission Services, LLC  
Its General Partner

  
\_\_\_\_\_  
Roger Russell

By:   
\_\_\_\_\_  
Gregory P. Bilinski  
Vice President

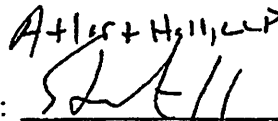
ATTEST:


COUNTY OF HILDAGO

\_\_\_\_\_  
Arturo Guajardo Jr., County Clerk

By:   
\_\_\_\_\_  
Ramon Garcia, County Judge

APPROVE AS TO FORM:

  
By: \_\_\_\_\_  
Steve L. Crain

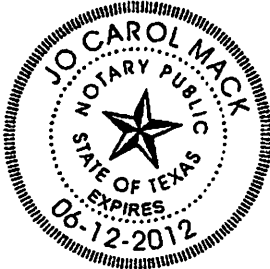
Approved by Commissioners' Court  
on 8-2-11 

Document Prepared by and Return to:  
SPECTRA ENERGY TRANSMISSION, LLC  
Land & Right of Way Dept.  
5400 Westheimer Court  
Houston, Texas 77056

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

On this 23rd of August, 2011 before me, the undersigned Officer, personally appeared Gregory P. Bilinski, known to me as the Vice President of Spectra Energy Transmission Services, LLC, a Delaware limited liability company, which is the general partner of Texas Eastern Transmission, LP, a Delaware limited partnership, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as such officer.

IN WITNESS WHEREOF, I hereunder set my hand and official seal.



Jo Carol Mack  
Notary Public of the State of Texas  
My commission expires: 06-12-2012

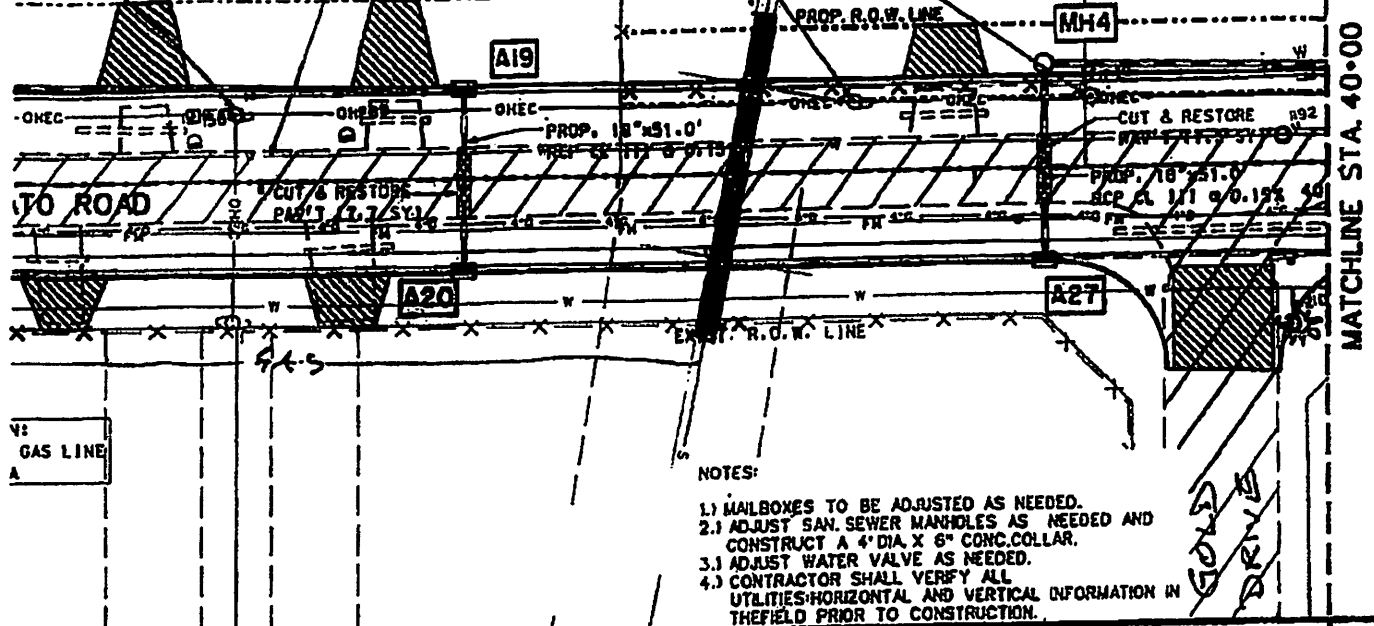
Exhibit 11

SCALE  
HORZ. 1"=50'  
VERT. 1"=5'

EXIST. POWER POLE  
TO BE ADJUSTED BY OTHERS  
(AEP)

EXIST. WATER LINE  
TO BE ADJUSTED  
BY OTHERS

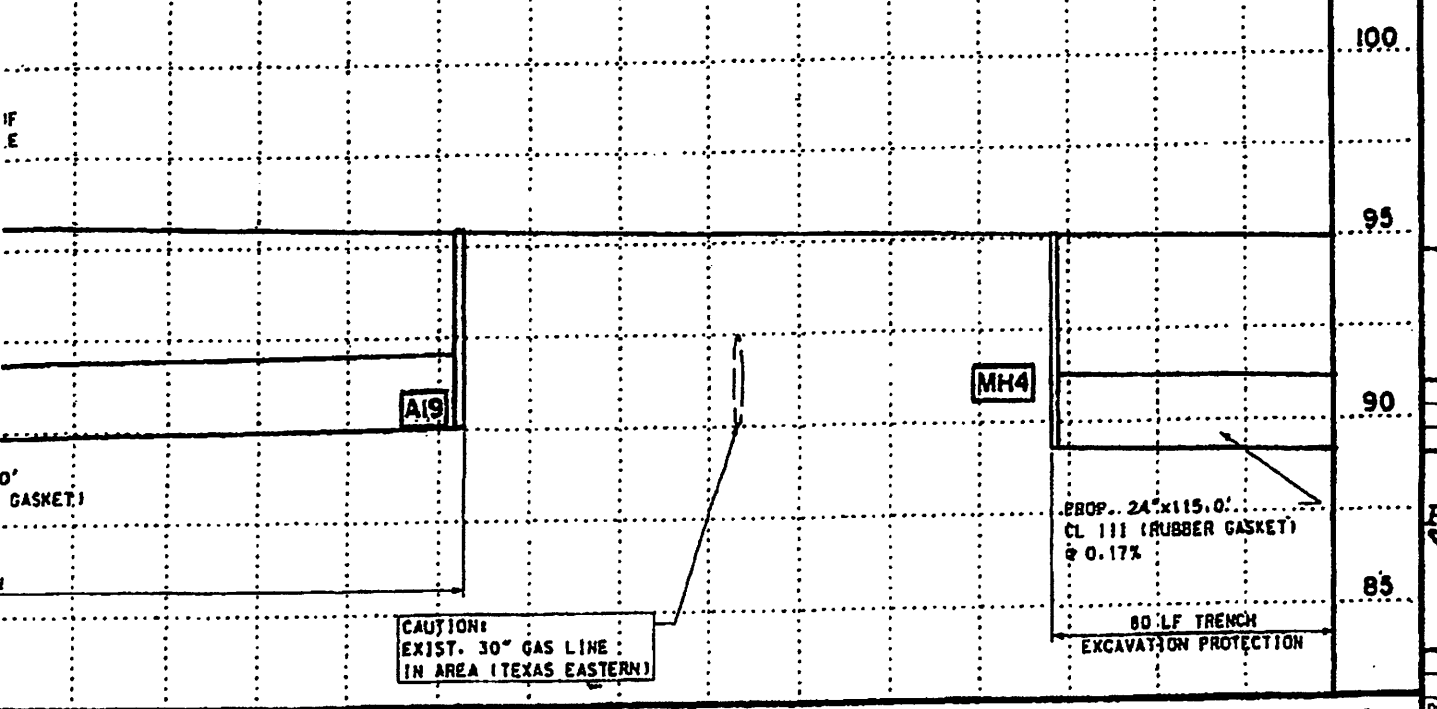
CAUTION:  
EXIST. GAS LINE  
IN AREA



NOTES:

- 1.) MAILBOXES TO BE ADJUSTED AS NEEDED.
- 2.) ADJUST SAN. SEWER MANHOLES AS NEEDED AND CONSTRUCT A 4" DIA. X 6" CONC. COLLAR.
- 3.) ADJUST WATER VALVE AS NEEDED.
- 4.) CONTRACTOR SHALL VERIFY ALL UTILITIES-HORIZONTAL AND VERTICAL INFORMATION IN THE FIELD PRIOR TO CONSTRUCTION.

PROP. FL OF PIPE (SOUTH)	PROP. FL OF PIPE (EAST)	PROP. FL OF PIPE (WEST)
90.07	-	90.07
-	-	-
-	-	-
90.00	89.62	89.62
89.30	89.30	-



CAUTION:  
EXIST. 30" GAS LINE  
IN AREA (TEXAS EASTERN)