

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

Temporary Construction Easement

THE STATE OF TEXAS §
KNOW ALL BY THESE PRESENTS:
COUNTY OF NUECES §

THAT THE **CITY OF CORPUS CHRISTI (“GRANTOR)**, a Texas home-rule municipal corporation, P.O. Box 9277, Corpus Christi, Texas 78469-9277, acting by its duly authorized City Manager, or designee, (“City Manager”) in consideration of the sum of Ten Dollars (\$10.00) to it in hand paid by **DCP SAND HILLS PIPELINE, LLC (“GRANTEE”)**, a Delaware limited liability partnership, whose address is 5718 Westheimer Rd., Suite 1900, Houston, Texas 77057, the receipt of which is hereby acknowledged, has granted and conveyed, and does hereby grant and convey unto DCP Sand Hills Pipeline, LLC, its successors and legal representatives, the free and uninterrupted use, liberty, privilege, and temporary construction easement of going in, on, over, under and along a certain tracts of land situated in San Patricio County, Texas and Nueces County, Texas, and being described as follows:

The property descriptions and maps showing the locations of the Temporary Construction Easement is attached and incorporated as "Exhibit A" (pages 1-8).

Together with the free ingress, egress and regress to and for the City of Corpus Christi, Texas, for the purpose of constructing a pipeline along the Premises.

SPECIAL PROVISIONS:

1. Upon completion of the project Grantee’s contractor will restore the land to its original condition.
2. All other structures, improvements, and fencing that are to be moved during construction will be placed back to their original locations and condition.
3. During the construction period, free ingress and egress will be maintained to the property described above.
4. Grantee’s contractor will use “double ditch” method of farm soil removal and replacement.

TO HAVE AND TO HOLD, ALL AND SINGULAR, the rights and privileges aforesaid to the City of Corpus Christi, Texas, its successors and legal representatives, for use as a Temporary Construction Easement and Right-of-Way for the period of one hundred and eighty (180) working

days beginning upon the start-up of construction.

Grantor:

CITY OF CORPUS CHRISTI, TEXAS
P. O. Box 9277
Capital Programs, City Hall, 1201 Leopard, Third Floor
Property and Land Acquisition Division
Corpus Christi, Texas 78469-9277

VALERIE H. GRAY, P.E.,
Executive Director of Public Works

THE STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on _____, 20____
by Valerie H. Gray, P.E., as Executive Director of Public Works Services of the City of Corpus
Christi, a Texas municipal corporation, on behalf of said corporation.

Notary Public in and for the State of Texas

[Seal]

APPROVED AS TO LEGAL FORM THIS _____ DAY OF _____, 20____.

FOR THE CITY ATTORNEY

Janet Kellogg, Assistant City Attorney
CITY LEGAL DEPARTMENT

The person signing this easement as Grantee, or signing on behalf of the Grantee, represents, warrants, and guarantees that they are the Grantee or have the authority to act on behalf of the Grantee for the purpose and consideration stated.

GRANTEE

BY: _____

PRINTED NAME: _____

TITLE: _____

THE STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on _____ day of _____, 20____
by _____.

Notary Public in and for the State of _____

[Seal]

ACCEPTED for the City of Corpus Christi, a municipal corporation and body politic under the laws
of the State of Texas on _____, 20____.