



Chris Blanks
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Dow Pipeline Company
A Subsidiary of the Dow Chemical Company
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Houston, TX 77210-4286
1254 Enclave Parkway
Houston, TX 77077-1607

October 3, 2012

Fort Bend Grand Parkway Toll Road Authority
c/o Brown & Gay Engineers, Inc
10777 Westheimer, Suite 400
Houston, TX 77042
Attn: Eric Liu

Sent VIA Email: eliu@browngav.com

RE: Fort Bend Grand Parkway Toll Road Authority's Three Proposed Pavement Crossings Over Dow Pipeline Company's Existing 30" DT" Pipeline in Fort Bend County, TX.

Dear Eric:

Dow Pipeline Company ("Company") has no objection to the proposed installation of the three Grand Parkway (SH 99) pavement crossings by Fort Bend Grand Parkway Toll Road Authority ("Fort Bend GPTRA") which will cross over the Company's existing 30" DT pipeline from the limits of US 59 to just north of Westpark Tollway in Fort Bend County, as indicated on LJA Engineering, Inc.'s Drawing Nos. CSJ: 3510-04-045 Sheet 3 of 3; CSJ: 3510-04-047, Sheets 4 & 5 of 10; and CSJ: 3510-04-051 Sheet 4 of 4; PROVIDED that said approval and this Letter of No Objection is issued subject to and upon the express condition that Fort Bend GPTRA agrees and adheres to the following conditions:

1. Fort Bend GPTRA will notify Company's Field Technician at least seventy- two (72) hours prior to any work near Company's pipeline(s). Contact for Company is:

Robby Carr , Field Tech.– 713-654-3627 (office); 979-292-9027 (mobile)

2. Fort Bend GPTRA will perform all "One-Call" damage prevention notifications as may be required by local, state or federal regulations prior to any excavation on Company's easement.
3. Fort Bend GPTRA may install the three proposed pavements over Company's existing pipeline.
4. This letter of no objection does not grant permission for the crossing of the Company's existing 30" DT pipeline with any drainage structures, because we have not received any detailed design for such structures.

5. Fort Bend GPTRA agrees to take all necessary precautions, as determined by Company's on-site representative, to prevent stress or damage to Company's existing pipeline(s). Such precautions or procedures may include, but are not limited to the placement of mats over Company's right-of-way.
6. Double Layer Matting will be required when crossing Company's pipeline and right-of-way with extreme loads and equipment. Company's on-site representative will determine if load or equipment is extreme.
7. All work and clean-up within Company's existing easements will be done to the satisfaction of Company's on-site representative.
8. The ground cover over Company's pipeline(s) will not be reduced below the existing grade.
9. **TO THE EXTENT OF THE LAW, FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY AGREES TO PROTECT, INDEMNIFY AND HOLD HARMLESS DOW PIPELINE COMPANY, ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, REPRESENTATIVES, INSURERS, SUBSIDIARIES, AND OTHER AFFILIATED COMPANIES (COLLECTIVELY, "INDEMNITEES" AND EACH AN "INDEMNITEE") FROM AND AGAINST ALL CLAIMS, LOSSES, COSTS (INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES AND COURT COSTS AND OTHER COSTS OF SUIT), DEMANDS, DAMAGES, JUDGMENTS, PENALTIES, LIABILITIES, DEBTS, EXPENSES, AND CAUSES OF ACTION OF WHATEVER NATURE OR CHARACTER, AND WHETHER ARISING OUT OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTY, PRODUCTS LIABILITY, PREMISES LIABILITY, MISREPRESENTATION, VIOLATION OF APPLICABLE LAW, ACT OR OMISSION, AND/OR ANY CAUSE WHATSOEVER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF, INCLUDING, WITHOUT LIMITATION, CLAIMS DUE TO ACTUAL OR ALLEGED BODILY INJURY, DEATH, ENVIRONMENTAL HARM, OR PROPERTY DAMAGE (COLLECTIVELY, "CLAIMS"), WHICH IN ANY WAY ARISE OUT OF OR ARE RELATED TO 1) FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY'S PRESENCE ON OR AROUND THE RIGHT-OF-WAY EASEMENT AND 2) FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY'S PERFORMANCE OR NON-PERFORMANCE OF THE OBLIGATIONS CONTAINED IN THIS DOCUMENT. THESE OBLIGATIONS SHALL APPLY TO ANY CLAIMS WHICH ARE ASSERTED BY OR ARISE IN FAVOR OF FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY, ITS CONTRACTORS OR SUBCONTRACTORS, AGENTS, REPRESENTATIVES, EMPLOYEES, INVITEES, INSURERS, SPOUSES, RELATIVES, OR ANY THIRD PARTY, AND ANY ONE OR MORE OF THEM. THESE OBLIGATIONS SHALL NOT APPLY TO ANY INDEMNITEE WITH RESPECT TO ANY CLAIM, LOSS, DAMAGE OR DEMAND RESULTING FROM SUCH INDEMNITEE'S SOLE NEGLIGENCE (OTHER THAN IMPUTED NEGLIGENCE), UNMIXED WITH THE FAULT OR NEGLIGENCE OF ANY OTHER PERSON OR ENTITY.**

All references to Fort Bend Grand Parkway Toll Road Authority herein shall include, but not be limited to, Fort Bend Grand Parkway Toll Road Authority's employees, contractors, agents and assigns.

Please sign below indicating your acceptance and agreement to the foregoing terms and return to me by e-mail, fax or mail prior to beginning work. Please also provide a copy for your construction inspector to retain on site during performance of the crossing. If I can be of further assistance, please let me know.

Sincerely,

Chris Blanks

Manager, Land & Right of Way

xc: Robby Carr
Christopher White

Agreed and Accepted:

Fort Bend Grand Parkway Toll Road Authority

Name: James D. Condrey

Signature: 

Title: President, Board of Directors

Date: 10/17/2012