

PIPELINE CROSSING AND ENCROACHMENT AGREEMENT

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF FORT BEND §

This Pipeline Crossing and Encroachment Agreement (the "Agreement"), is made and entered into by and between Fort Bend County, whose address is 301 Jackson Street, Richmond, TX 77469 ("County") and Hilcorp Energy I, L.P. ("Hilcorp"), whose address is 1111 Travis, Houston, TX 77002.

WHEREAS, Hilcorp owns an interest in oil and gas leases covering lands in the J. Burditt Survey A-383, and the C. W. Schrimpf Survey A-412, Fort Bend County, Texas which produce oil and gas from the Katy (Wilcox Cons) Field designated by the Texas Railroad Commission (the "Subject Leases"); and

WHEREAS, As part of its operation of the Katy (Wilcox Cons) Field, Hilcorp owns an interest in and operates one or more oil and gas pipelines located on the Subject Leases (the "Pipelines"); and

WHEREAS, County is developing a portion of the lands covered by the Subject Leases and, in connection therewith, wishes to construct, use and maintain drainage and paving facilities and other improvements thereto upon, over, and across lands covered by the Subject Leases as depicted on the attached Exhibit "A";

NOW, THEREFORE, for and in consideration of compliance with the following terms and conditions and for other good and valuable consideration, the receipt of which is hereby acknowledged, Hilcorp grants County permission to construct, use and maintain, drainage and paving facilities in, over, and or crossing a portion of the lands covered by the Subject Leases as shown on Exhibit "A" (collectively, the "Permitted Encroachments"), subject to the following terms and conditions:

1. Hilcorp hereby consents to County's construction and installation of the Permitted Encroachments described above subject to full compliance with Hilcorp's technical specifications and protective requirements for County's construction and installation. County's construction and installation procedures shall comply with all attached exhibits. Should County's construction and/or installation methods fail to conform to such specifications, Hilcorp shall give written notice of such failure to County ("Default Notice"). County shall cure such failure within ninety (90) days after the date of such Default Notice. In the event County fails to cure the failure within ninety (90) days,

Hilcorp, in its sole discretion, shall have the right to require County to modify or remove all or a portion of its facilities constructed or installed immediately at County's sole expense. County shall defend and hold Hilcorp harmless from any damages, costs, causes of action, liability, claims (threatened or actual) incurred, arising out of, or associated with the construction of the Permitted Encroachments and its appurtenances, including the maintenance of the Permitted Encroachments or the failure of County to comply with Hilcorp's specifications and protective requirements.

2. County agrees that any future changes, including but not limited to additions, expansions, replacement, and/or reconstruction of the Permitted Encroachments shall not be done without Hilcorp's written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Hilcorp reserves the right to deny any modification to this Agreement if the proposed additions, expansions, replacements and/or reconstruction of the Permitted Encroachments would interfere with Hilcorp's ability to safely, economically, or effectively maintain and operate the Pipelines or facilities associated therewith.
3. County shall comply with Texas's "One Call" 1-800-245-4545, notice procedure 48 hours prior to commencing construction on the Permitted Encroachments or when conducting any other digging, construction, or other activity near the Pipelines.
4. County's construction and installation of the Permitted Encroachments shall not restrict or impair Hilcorp's access to its facilities, weaken the integrity of its facilities, or otherwise interfere with Hilcorp's use of the Pipelines or facilities associated therewith.
5. County shall, at County's sole expense, provide reasonably necessary work space and safety requirements requested by Hilcorp in order to perform any repair, maintenance, or replacement of the Pipelines or associated facilities due to Hilcorp's operational needs.
6. County shall comply with any and all applicable governmental regulations pertaining to the rights granted herein.
7. The limited purpose of this Agreement is to provide consent to County's Permitted Encroachments provided that the Permitted Encroachments are completed and maintained in accordance with the terms and conditions of this Agreement. County shall secure any other rights of way, easements, and/or permits from any parties holding interests necessary for County's construction, installation, operation, and maintenance of County's Permitted Encroachments. Except as provided herein, nothing contained herein shall be construed as impairing any rights or privileges of Hilcorp under its Easement described above.
8. This Agreement in no way grants consent for encroachment by or construction or installation of additional facilities on or under the Pipeline or within the Easement granted to Hilcorp pursuant to the various instruments described above.
9. County acknowledges that the Pipelines may contain volatile and, in some instances,

hazardous and toxic substances, which if released can result in fire or explosions. County further acknowledges that Hilcorp makes no representation as to the fitness of the Pipelines or the necessity, advisability, or safety of constructing and installing facilities and/or parking lots over or under the Pipelines.

10. Except as herein provided, County will not at any time erect, construct, or create any buildings, improvements, structures, or obstructions of any kind either on, above, or below the Pipelines or cause or permit these things to be done by third parties, without the express written consent of Hilcorp.
11. County will be required to install matting or padding over the Pipelines to move equipment from both sides of the right of way during construction.
12. County shall defend and hold Hilcorp harmless, its parent, subsidiaries, affiliates, partners, co-owners, and joint ventures and its and their respective officers, directors, agents, employees, invitees, successors, and assigns (collectively "Hilcorp Harmless Parties") from and against all loss, liability, damages, claims, suits, demands, costs, and expenses, including, reasonable attorney fees and court costs, and consequential damages incurred by Hilcorp or the Hilcorp Harmless Parties or any third parties for (a) injury (including death) to the contractors, subcontractors, employees, invitees, and/or guests of County arising out of or resulting from the construction, installation, maintenance, repair, operation, replacement, or removal of County's Permitted Encroachments, except in the case of the gross negligence or willful misconduct of Hilcorp or any Hilcorp Harmless Parties, or (b) loss of or damage to County's Permitted Encroachments arising out of or resulting from the maintenance, repair, replacement, operation, or removal of the Pipelines or facilities associated therewith.
13. Unless otherwise specified in the Agreement, any notice, request, instruction, or other document to be given pursuant to this Agreement by either party to the other shall be in writing (a) delivered personally and acknowledged, (b) by facsimile, (c) by commercial courier, or (c) by certified mail, postage prepaid, return receipt requested, as follows:

If to County, addressed to: 301 Jackson, Richmond, TX 77479

If to Hilcorp, addressed to: 1111 Travis Houston, TX 77002

Either party may change its representative or the address to which notice shall be directed by any form of written notice to the other party as specified above. Such change shall become effective ten (10) business days after receipt of such notice.

This Agreement and the terms and conditions hereof shall be binding upon and inure to the benefit of Hilcorp and County and their respective affiliates, successors, beneficiaries, representatives, and assigns and shall run with the land subject hereto unless otherwise terminated as provided herein or unless County voluntarily surrenders its rights hereunder by giving written notice of such surrender to Hilcorp.

IN WITNESS WHEREOF, the parties have executed this Encroachment Agreement this _____ day of _____, 2016.

FORT BEND COUNTY

By: Fort Bend County

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the _____ day of _____, 2016, by _____, _____ of, Fort Bend County, a body corporate and politic under the laws of the State of Texas on behalf of said body.

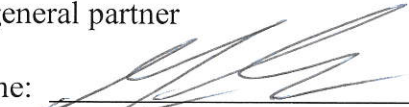
My Commission Expires

Notary Public

HILCORP

Hilcorp Energy I, LP, a Texas limited partnership

By: Hilcorp Energy Company, a Texas corporation,
its general partner

Name: 

Greg Lalicker

Title: _____ President _____

gls BKR

Date of Execution: September 30, 2016

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 30th day of September, 2016, by Gregg Lalicker, as President of Hilcorp Energy Company, a Texas corporation, the General Partner of HILCORP ENERGY I, LP., a Texas limited partnership, on behalf of said corporation and said limited partnership.

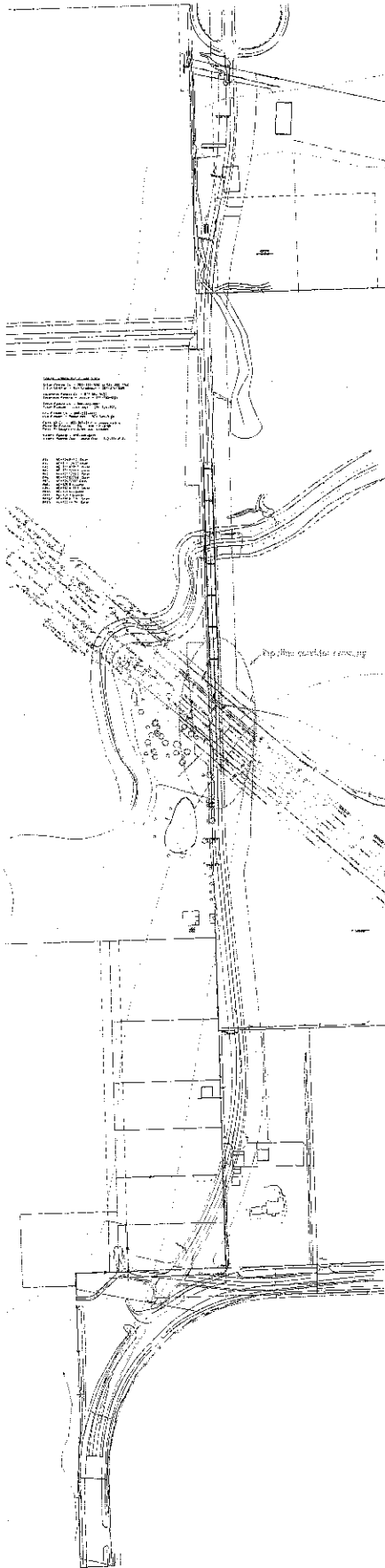
January 27, 2019
My Commission Expires

Jordan Cobian
Notary Public



EXHIBIT "A"

60 scale
N



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**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Hilcorp Energy I, L.P.
 Houston, TX United States

Certificate Number:
 2016-124377

Date Filed:
 10/14/2016

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

Date Acknowledged:

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.
 Cane Island Parkway
 Pipeline Crossing Agreement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

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.



Donald H. Spicer

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Donald H. Spicer, this the 14th day of October, 2016, to certify which, witness my hand and seal of office.

Kristine Mayhall Kristine Mayhall Texas Notary
 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath