

**PERMIT FOR USE OF FORT BEND COUNTY TOLL ROAD**  
**AUTHORITY RIGHT-OF-WAY**

THAT FORT BEND COUNTY TOLL ROAD AUTHORITY, a local government corporation created by Fort Bend County, Texas ("Authority"), hereby authorizes Tennessee Gas Pipeline Company, L.L.C. ("Permittee"), to enter upon the Authority's property in Fort Bend County, Texas, the location of which is more specifically shown on **Exhibit A** attached hereto and incorporated herein for all purposes (the "ROW"), for the following purposes (collectively, the "Permitted Use"):

One (1) 30-inch (30") Natural Gas Pipe Line

1. This permit is subject to the standard terms and conditions set forth in **Exhibit B** attached hereto and incorporated herein for all purposes.

2. Permittee agrees to reimburse the Authority \$500.00 per year for expenses associated with granting and administering the Permit. Permittee agrees to send this reimbursement to the Authority on January 1<sup>st</sup> of every year, at the following address: Fort Bend County Toll Road Authority, c/o Mike Stone and Associates, 1950 Lockwood Bypass, Richmond, TX 77469, Attn: Megan Browne

3. All notices given or required under this Permit shall be given in writing and shall be given either by hand delivery or by depositing such notice in the United States first-class mail, postage prepaid, by certified or registered mail, return receipt requested, enclosed in an envelope addressed to the party to be notified at the following address, or at such other address as any such party shall from time to time designate in writing.

<p>If to Authority:</p> <p>Fort Bend County Toll Road Authority c/o The Muller Law Group, PLLC 202 Century Square Blvd. Sugar Land, Texas 77478 Attn: Mr. Richard Muller</p>	<p>If to Permittee:</p> <p>Tennessee Gas Pipeline Company, L.L.C. c/o Kinder Morgan 1001 Louisiana Street, Suite 1000 Houston, Texas 77002</p>
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Notice delivered in accordance with this paragraph shall be deemed delivered upon delivery, if delivered by hand, and three (3) business days after deposit in a domestic United States depository box, if delivered by mail.

4. This Permit embodies the entire agreement between the parties and supersedes all prior agreements and understandings, if any, relating to this Permit, and may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

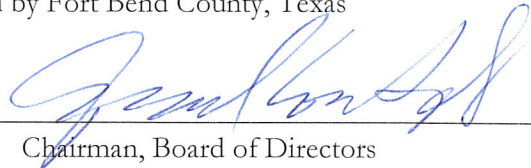
[EXECUTION PAGE FOLLOWS]

EXECUTED on November 28, 2018.

AUTHORITY:

FORT BEND COUNTY TOLL ROAD  
AUTHORITY, a local government corporation  
created by Fort Bend County, Texas

By: \_\_\_\_\_

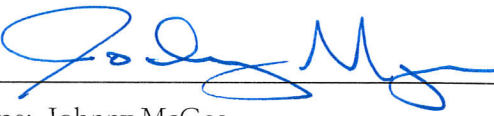


Chairman, Board of Directors

AGREED TO AND ACCEPTED this 24 day of OCTOBER, 2018

PERMITTEE:

Tennessee Gas Pipeline Company, L.L.C.

By:   
Name: Johnny McGee  
Title: Vice President

**EFFECTIVE DATE**

THIS AGREEMENT IS EFFECTIVE ON THE DATE IT IS APPROVED BY THE FORT BEND COUNTY COMMISSIONERS COURT, AND IF NOT SO APPROVED SHALL BE NULL AND VOID.

DATE OF COMMISSIONERS COURT APPROVAL: \_\_\_\_\_

**AGENDA ITEM NO.:** \_\_\_\_\_

Exhibit A

Location of ROW

(see attached)

THIS AGREEMENT, entered into by and between TEXAS AND NEW ORLEANS RAILROAD COMPANY, called "First Party," and TENNESSEE GAS TRANSMISSION COMPANY called "Second Party".

WITNESSETH:

That for the consideration and under the terms and conditions hereinafter stated the First Party hereby grants the Second Party the right and permission to construct and maintain a 30 inch natural gas pipe line upon and across the property of the First Party at Simonton, Texas as indicated by a red line upon the blue print hereto attached and made a part hereof, and is more particularly described as follows:

Said pipe line to cross First Party's property and under its track at an angle of 50° in the southwest angle of intersection, 1192 feet westerly from Mile Post 39.

FIRST. The right and permission herein granted shall be and continue in force for a period of one (1) year from date hereof, provided, however, that either party hereto shall have the right to terminate this agreement by giving to the other party thirty (30) days written notice.

SECOND. The Second Party agrees and promises to pay to First Party as rental for the use of said property the sum of One and No/100 (\$1.00) Dollars, annually in advance at Houston, Texas.

THIRD. The said pipe line shall be laid beneath the surface of the ground and at least four (4) feet below top of ties in any track under which said pipe line may be laid and shall at all times be maintained so as not to interfere with the use of the tracks or other improvements of the First Party or obstruct the drainage of its tracks or property.

Said pipe line to be laid for the full width of First Party's property in accordance with its standard plan and specifications R/W D Standard Drawing No. 1 dated February 10, 1921, revised August 14, 1924, heretofore furnished Second Party.

FOURTH. The Second Party agrees to construct and maintain said pipe line and appurtenances in such condition that the escape of gas shall be prevented, but should gas escape from any cause whatsoever, and property of any person, firm or corporation whomsoever, is injured or destroyed thereby, the Second Party agrees to pay for all damages resulting therefrom, and to hold the First Party harmless and indemnify it for all losses, claims, demands and suits for damages, including court costs and attorneys' fees incident to or resulting from the making of this contract or the use of the property herein described.

FIFTH. Second Party further covenants and agrees that the First Party shall, under no circumstances, be held liable for any damages to property of Second Party situated upon the leased premises, whether due to negligence of First Party, or otherwise; and in no event shall Second Party make any claim against First Party for damages to its property resulting from any cause whatsoever.

SIXTH. Upon the termination of this agreement the Second Party shall remove said pipe line and deliver immediate possession of the land occupied by it to the First Party. Should the Second Party fail to remove the said pipe and restore the property of the First Party to the same condition as it was at the time of the execution of this agreement, within ten (10) days after the termination thereof, the First Party shall have the right to remove the said pipe and all other material of the Second Party and restore the property in good condition; the Second Party agrees and promises to pay to the First Party all expenses incurred by it in the removal of such pipe and the restoration of the property. The First Party shall not be held liable for any damages growing out of or incident to the removal of such pipe or the value thereof.

SEVENTH. The Second Party shall not transfer, sub-let or assign this agreement or any interest therein without the written consent of the First Party.

EIGHTH. This agreement is conditioned upon the performance of all the terms, conditions and obligations herein agreed to be kept and performed by the Second Party, upon the happening of a breach of any one or all of such conditions, terms and obligations, or at any time thereafter, the First Party shall have the right to terminate this agreement upon five days written notice to the Second Party and upon the expiration of said five (5) days the rights, privileges and easement herein granted the Second Party shall cease and determine.

The Second Party shall provide, install and maintain at its expense, suitable markers indicating location of pipe line, said markers to be set on First Party's property line.

Executed in duplicate by the parties hereto and this the 3rd day of August A. D. 1948.

Approved as to form:

*Barbara J. ...*  
General Counsel for First Party.

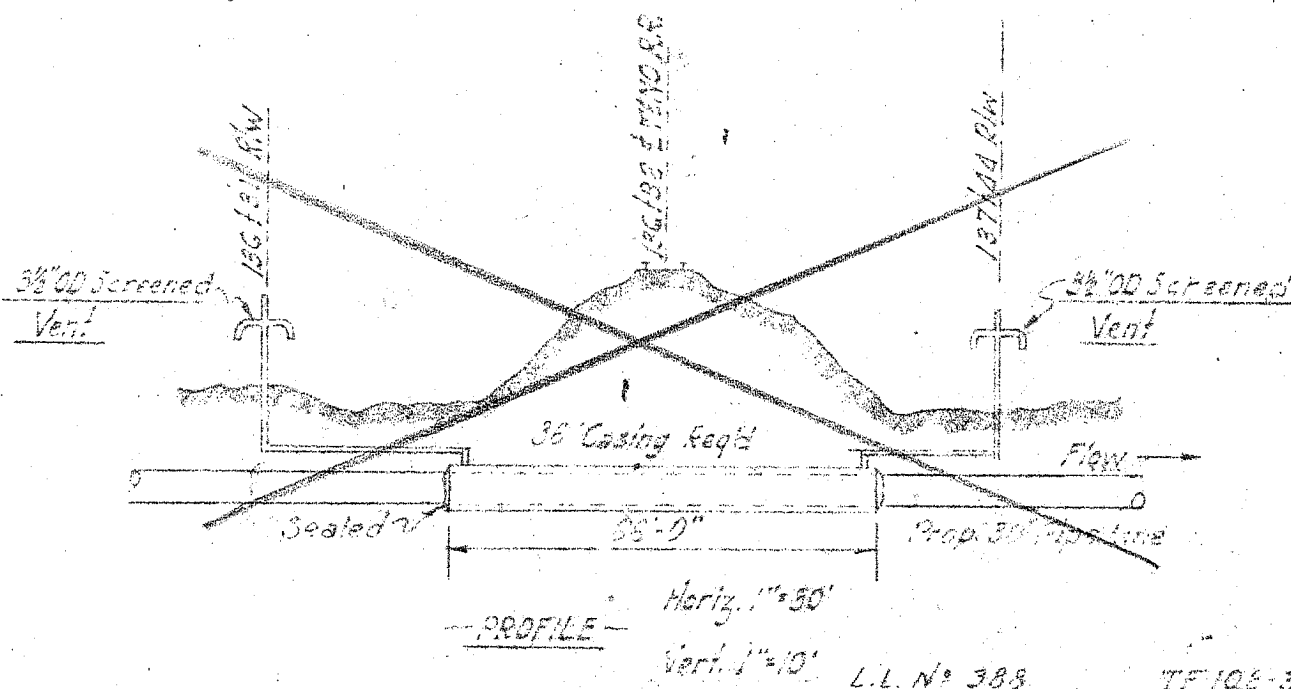
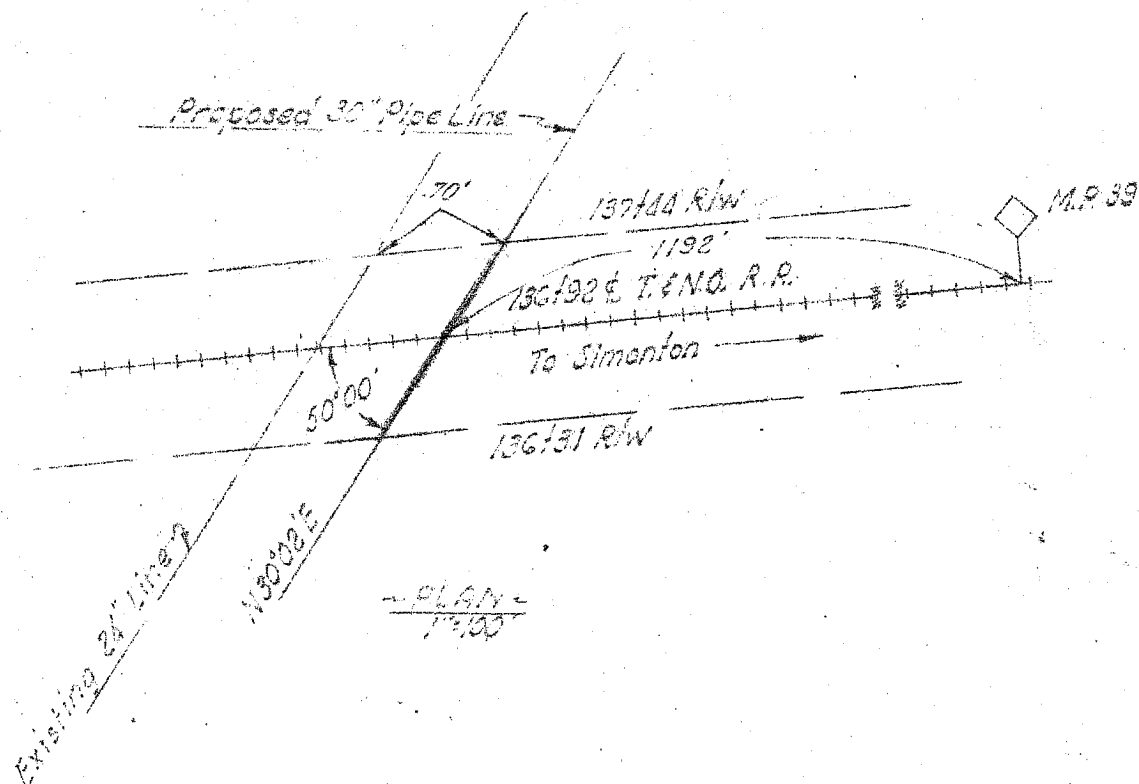
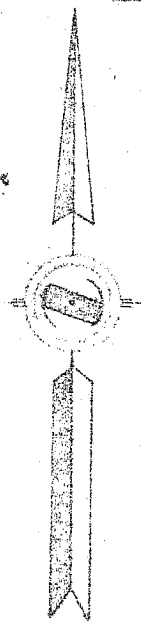
TEXAS AND NEW ORLEANS RAILROAD COMPANY,

By *[Signature]* General Manager.

TENNESSEE GAS TRANSMISSION COMPANY

By *[Signature]*  
Its Vice-President.

# FORT BEND CO. TEXAS



## SPECIFICATIONS

### PIPE LINE

30" O.D.  $\times$  3/8" W.T.  $\times$  150'  
Wt. per ft. 118.85"  
Material: Grade B steel  
Type Joint: Welded  
Method of Install: Boring

### COVER

Base of rail to top of casing - 2'-6" min.  
Bottom of borrow pit to top of casing - 3' min.

### CASING

36" O.D.  $\times$  3/8" W.T.  
Wt. per ft. 120"

<b>TENNESSEE GAS TRANSMISSION CO.</b> ENGINEERING DEPARTMENT      HOUSTON, TEXAS <b>PROPOSED 30" NATURAL GAS PIPE LINE</b> <b>CROSSING T&amp;NO RAILROAD</b> <b>FORT BEND CO. TEXAS</b>			
DESIGNED BY	DATE	CORRECT BY	DATE
DRAWN BY HKD	DATE 2-3-48	APPROVED BY	DATE
CHECKED BY G.H.	DATE 7-11-48	APPROVED BY	DATE
TRACED BY HKD	DATE 2-1-48	CHIEF ENGINEER	
C.O. NO. 2518	SCALE As Shown	TA 102-1751	
SHEET		OF	

## Exhibit B

### Standard Terms and Conditions

1. This Permit is solely for the purpose of the Permitted Use and for no other purpose.

2. Subject to the limitations set forth in this Permit, Permittee may have such access to the ROW and may enter upon the ROW to engage in such activities as may be necessary, requisite, convenient, or appropriate in connection with the Permit. Permittee's rights shall include the right to bring and operate such equipment thereupon as may be necessary, requisite, convenient, or appropriate to effectuate the purposes for which this Permit is granted. Permittee will, at all times and at its own cost, after doing any work in connection with the Permit hereby conveyed, restore the premises to its condition prior to the undertaking of such work. Permittee shall limit the use of the ROW as much as possible, and all of Permittee's activities on Authority's property shall be limited to the ROW. Parking of vehicles within the ROW shall not be permitted, and all equipment shall be removed from the ROW during non-working hours.

3. Permittee further acknowledges: (a) that Authority's rights to use the ROW are superior to the rights granted to Permittee hereunder ("Authority's Superior Rights"); and (b) that Permittee's activities within the ROW are performed at Permittee's sole risk, as further described in paragraph 17 below.

4. Permittee shall not commence any work upon the ROW until the plans and specifications for such work have been reviewed and approved in writing by Authority's Engineer and Authority's Operator. Authority's Engineer and Authority's Operator shall be notified at least five (5) business days prior to commencement of any Permitted Use within the ROW by Permittee, its contractors, or other representatives. Call (832) 735-7385 to obtain contact information for the Authority's current Engineer and Operator.

5. Permittee agrees to reimburse the Authority \$500.00 per year for expenses associated with granting and administering the Permit.

6. Further, Permittee agrees (1) to repair any damage caused by Permittee's or its contractors' use of the ROW and all areas of FM 1093 disturbed by the Permitted Use to Authority's satisfaction; (2) after doing any work in connection with the Permit hereby conveyed, to restore the ROW and all areas of FM 1093 disturbed by the Permitted Use to its condition prior to the undertaking of such work; (3) to maintain the 30" natural gas pipe line and keep [it] in good working order, with all maintenance subject to pre-approval by the Authority's Engineer and the Authority's Operator; [(4) to comply with Fort Bend County's current policy related to signage along toll road corridors; (5) to only install utility facilities in a generally perpendicular fashion to any roadway improvements and in such locations and manner as reviewed and approved by the Texas Department of Transportation to be in compliance with Title 43 of the Texas Administrative Code and all applicable local, City, County, State and federal rules and regulations]; (6) to pay all costs associated with the Permitted Use, even if any such cost is made necessary as a result of any action by the Authority, including, but not limited to, the Authority's maintenance or construction of FM 1093, which conflicts with the Permitted Use; (7) to keep the ROW mowed and free and clear of weeds and other debris or rubbish; (8) pay all ad valorem taxes, assessments, penalties, or fines which may be levied or assessed against any of the Authority's property, including, but not limited to, the ROW, by reason of Permittee's use of the ROW; (9) pay any and all costs associated with the supply of electricity and other utilities that may be used in connection with Permittee's use of the ROW; and (10) to obtain and conform with the TxDOT permit for connection to FM 1093 and comply with the Fort Bend County Policies and Procedures Relating to Access along the Fort Bend Westpark Tollway/FM 1093]. Permittee shall not place, nor allow to be placed, any kind of trash, waste, contaminants, or hazardous or toxic materials, wastes, or

substances on or about the ROW.

7. If Permittee fails to repair or restore the ROW to its condition prior to the undertaking of the Permitted Use, to the satisfaction of the Authority, within thirty (30) days of the completion of any such Permitted Use, the Authority may elect to complete such repair or restoration and charge Permittee for the same. Similarly, if Permittee fails to maintain, repair, or remove the 30" natural gas pipe line as required pursuant to this Permit, and to the satisfaction of the Authority, within thirty (30) days of the Authority's request for same, the Authority may elect to complete such maintenance, repair, or removal and charge Permittee for the same.

8. Notwithstanding anything in this Permit to the contrary, the Authority reserves the right to revoke the Permit at any time, without cause, upon thirty (30) days written notice to Permittee (the "Revocation Notice"). Immediately upon receipt of the Revocation Notice, Permittee must remove any improvements related to the Permitted Use and restore the ROW to its condition prior to the undertaking of the Permitted Use, to the satisfaction of the Authority. If Permittee fails to restore the ROW as required within thirty (30) days of Permittee's receipt of the Revocation Notice, Permittee will be charged \$1000 for each day thereafter, until the ROW has been restored. In addition, the Authority may elect to complete such restoration and charge Permittee for the same. No termination of the Permit shall release Permittee from any liability which may have attached or accrued prior to the time of such termination, nor from any obligation or other indemnity contained in this Permit.

9. Permittee shall maintain general liability insurance in an amount not less than \$1,000,000 per occurrence.

10. This permit is subject to any restrictions, covenants, permits, rights-of-way, encumbrances, and mineral or royalty reservations or interests affecting the ROW and appearing of record in the Official Records of Fort Bend County, Texas.

11. Permittee shall make application for, and secure from, any and all federal, state, and local governmental authorities having jurisdiction thereof, and during the term of this Permit shall maintain in effect and comply with, all permits, licenses, and other authorizations required for the purposes of the Permit. Permittee shall pay for all such permits, licenses, and other authorizations and for all renewals thereof required during the term of this Permit.

12. Permittee shall keep the ROW free and clear of any and all liens and encumbrances resulting from any work or act done by Permittee, or on its behalf, pursuant to this Permit.

13. This Permit is personal to Permittee. Permittee shall not assign or transfer the Permit, in whole or in part, to any person for any purpose, including the Permitted Use. Any attempted assignment, pledge, or transfer in violation of this paragraph shall be void.

14. The Permit granted herein is non-exclusive. The Authority shall have the right to grant other permits, licenses, easements, leases, options, contracts for sale, liens, encumbrances, and any other interests in real property as to the ROW as the Authority deems appropriate in its sole discretion. The Authority shall continue to possess and enjoy all ownership rights in and to the ROW and shall have the right to enter upon the ROW at all times, and for any reason.

15. No waiver by the Authority of any provision of this Permit shall be effective unless in writing, and no such waiver shall constitute a waiver of any other provision or a subsequent breach



of the same provision.

16. PERMITTEE SHALL RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY THE AUTHORITY AND ANY OTHER PERMITTEE OF THE AUTHORITY TO THE ROW, AND THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, AND CONTRACTORS OF THE AUTHORITY OR SUCH OTHER PERMITTEES (COLLECTIVELY, THE "INDEMNIFIED PARTIES") FROM AND AGAINST ALL CLAIMS, SUITS, LIABILITIES, DAMAGES, PENALTIES, LOSSES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) FOR ANY BODILY INJURY TO OR DEATH OF PERSONS OR DAMAGE TO PROPERTY (INCLUDING, BUT NOT LIMITED TO, THE PROPERTY OF ANY INDEMNIFIED PARTY) ARISING DIRECTLY OR INDIRECTLY OUT OF THE ENTRY UPON, USE, OR MAINTENANCE OF, THE ROW BY PERMITTEE OR ANY INVITEE, EMPLOYEE, CONTRACTOR, AGENT, REPRESENTATIVE, OR OTHER PERSON ACTING BY, THROUGH, OR UNDER PERMITTEE, OR OUT OF PERMITTEE'S BREACH OF ANY TERM OR PROVISION OF THIS PERMIT. IN CONNECTION WITH ANY SUCH LITIGATION IN WHICH ANY INDEMNIFIED PARTY IS NAMED AS A PARTY, THE AUTHORITY SHALL, IN ITS SOLE DISCRETION, BE ENTITLED TO SELECT COUNSEL OF ITS CHOICE TO REPRESENT THE INTERESTS OF ANY SUCH INDEMNIFIED PARTY. PERMITTEE'S OBLIGATIONS UNDER THIS SECTION SHALL BECOME EFFECTIVE UPON THE EARLIER OF (1) THE EFFECTIVE DATE OF THIS PERMIT OR (2) ANY ENTRY UPON THE ROW BY PERMITTEE OR ANY INVITEE, EMPLOYEE, CONTRACTOR, AGENT, REPRESENTATIVE, OR OTHER PERSON ACTING BY, THROUGH, OR UNDER PERMITTEE. PERMITTEE AGREES TO INDEMNIFY THE AUTHORITY FOR ANY AND ALL DAMAGES ARISING FROM NEGLIGENCE, INCLUDING THE AUTHORITY'S OWN NEGLIGENCE, NEGLIGENT ACTS, OR OMISSIONS.

17. WITHOUT LIMITING ANYTHING CONTAINED IN THIS PERMIT, PERMITTEE KNOWINGLY AND VOLUNTARILY ASSUMES ANY AND ALL RISKS, KNOWN AND UNKNOWN, WHICH MAY ARISE DIRECTLY OR INDIRECTLY FROM ITS USE OF THE ROW. PERMITTEE SPECIFICALLY AGREES THAT IT WILL NOT SEEK REIMBURSEMENT, DAMAGES, OR ANY OTHER KIND OF COMPENSATION FROM THE AUTHORITY, NOR MAKE ANY CLAIMS WHATSOEVER AGAINST THE AUTHORITY, AND THE AUTHORITY SHALL HAVE NO LIABILITY TO PERMITTEE OR ANY PERSON ENTERING THE ROW BY, THROUGH, OR UNDER PERMITTEE'S RIGHTS HEREUNDER, FOR ANY LOSS, COST, DAMAGES, BODILY INJURIES, OR DEATH. THE AUTHORITY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE ROW, AND PERMITTEE ACCEPTS THE PERMIT TO USE THE ROW "AS IS, WHEREIS" AND WITH ALL FAULTS.

18. If any provision of this Permit shall, for any reason, be held violative of any applicable law and/or unenforceable, then the invalidity of such specified provision herein shall not be held to invalidate any other provision herein, all of which such other provisions shall remain in full force and effect.

19. This is not a conveyance of the real estate or property included within the ROW or of any interest in the oil, gas, and other minerals in, on, or under the real estate covered hereby, but is a grant solely of the Permit, as described above.

20. Nothing in this Permit shall prohibit or in any manner restrict the right of the Authority to develop the premises for oil, gas, and other minerals.

21. This Permit is being executed and delivered and is intended to be performed in the State of Texas, and the laws of such State shall govern the validity, construction, enforcement, and interpretation of this Permit, unless otherwise specified herein.