



LETTER OF NO OBJECTION

Expires: July 17, 2019

January 17, 2019

Cody Bathe
RPS Klotz Associates
1160 Dairy Ashford, Suite 500
Houston, TX, 77079

**RE: REQUEST FOR ENCROACHMENT ACROSS THE ORIGIN STATION TO MT. BELVIEU
SHOUP TO MONT BELVIEU; LID #SM100; TRACT #FB286; DB #9012
LETTER OF NO OBJECTION – FORT BENT COUNTY, TEXAS**

Dear Mr. Bathe:

This letter is to memorialize our understanding regarding your request on behalf of Fort Bend County ("FORT BEND") regarding FORT BEND'S proposed construction of a road as per plans and/or specifications from Zarinkelk Engineering Services, Inc. dated March of 2017, a copy of which are attached hereto as Exhibit A (collectively referred to as the "ENCROACHMENT") crossing the Origin Station to Mt. Belvieu (the "PIPELINE") of Enterprise GC LLC ("COMPANY") located within the right-of-way/easement as depicted on the GIS map attached hereto as Exhibit B.

COMPANY is committed to protecting the environment and the health and safety of our employees, contractors, customers and the public by conducting its business in a safe and environmentally responsible manner. Activity that may disturb the PIPELINE, its appurtenant assets or its support structure can pose a threat to the environment, persons and public safety. Consequently, we request that FORT BEND adhere to this same commitment to the environment and safety when undertaking construction of the ENCROACHMENT in and around the EASEMENT. At this time, COMPANY will not make an objection to the proposed ENCROACHMENT, conditioned upon FORT BEND'S understanding of the following:

1. A minimum of 48 hours (excluding weekends and holidays) prior to commencing construction activities relating to the Encroachment, FORT BEND will (i) confirm that the local One-Call has been notified of the construction activities (FORT BEND or its agents may contact One-Call by dialing 811) and (ii) contact COMPANY'S Operations representative Gilbert Cavazos at 281-756-4202, so that Mr. Cavazos or his designated representative can be present during any approved construction operations.
2. COMPANY'S designated representative in the field ("COMPANY'S REPRESENTATIVE") will have the right to observe the construction of the ENCROACHMENT. FORT BEND understands that COMPANY'S REPRESENTATIVE may suspend any work activities on the ENCROACHMENT if COMPANY'S REPRESENTATIVE, in his sole and absolute discretion, determines that such activities are in violation of any applicable law, ordinance or regulation or pose an imminent risk of bodily injury or death to persons, a threat to the environment or damage to the PIPELINE.
3. The following language must be conspicuously displayed on all drawings depicting the PIPELINE:

WARNING! HIGH PRESSURE PIPELINE

Excavation and/or Construction Prohibited without Prior Written Permission From
Enterprise GC LLC

4. FORT BEND'S crossing(s) will be as close to ninety (90) degrees as possible to the PIPELINE, but not less than forty (40) degrees. COMPANY will require physical verification of the PIPELINE depth of cover and alignment, at FORT BEND'S expense, prior to work being performed near the PIPELINE. Physical verification may be via hydro-excavation or any other method approved by COMPANY'S REPRESENTATIVE. If the PIPELINE is not at the anticipated alignment or depth, FORT BEND shall adjust accordingly at no expense to COMPANY or its affiliates.
5. FORT BEND'S aforementioned Chimney Rock roadway crossing(s) will be installed in such a way that a minimum vertical separation of seven feet (7') is maintained between the top of the PIPELINE and the top of the paved surface(s). This roadway should consist of ten inch (10") thick concrete over eight inch (8") lime treated subgrade plus five feet (5') wide sidewalks. FORT BEND will maintain a minimum vertical separation of five and five tenths feet (5.5') between the top of the PIPELINE and the bottom of the five foot (5') wide swale on one side of the road and the ten foot (10') swale on the other side of the road. ENTITY shall be responsible for all future damages to the concrete roadway with curb, median, five feet (5') wide sidewalks, swales and appurtenances including their replacements or restoration in the event that ENTERPRISE, or its designee, must access the EASEMENT to perform routine or emergency maintenance.
6. FORT BEND understands that moving heavy construction equipment across the PIPELINE and/or the EASEMENT can damage the PIPELINE, thereby posing a threat to the environment and the safety of persons in the vicinity and the public. At the COMPANY'S REPRESENTATIVE'S discretion, wherever FORT BEND is intending to cross the PIPELINE and/or the EASEMENT with heavy equipment, FORT BEND will place eight inch (8") matting or other suitable material over the PIPELINE. NOTE: It is the responsibility of FORT BEND to confirm that eight inch (8") matting is constructed in a manner that will sustain proposed heavy equipment. No medium to large vibratory compaction equipment is allowed within minimum ten feet (10') from the PIPELINE, only walk-behind vibratory rollers/compactors are allowed. FORT BEND will maintain a minimum of five feet (5') of stable soil cover over the top of the PIPELINE at locations where construction or maintenance activities will take place over the PIPELINE.
7. FORT BEND may place excavated material inside the EASEMENT, but may not place such material over the PIPELINE unless approved by COMPANY'S REPRESENTATIVE. No equipment will be allowed to work over the PIPELINE unless approved by COMPANY'S REPRESENTATIVE. COMPANY requires hand excavation to be performed within eighteen-inches (18") plus half the diameter of the PIPELINE; however, at no point should mechanical excavation be performed less than two feet (2') from the PIPELINE. All mechanical digging equipment must have the teeth removed or barred with a plate welded across the teeth. No excavation or removal of cover will be permitted within the EASEMENT without prior approval.
8. FORT BEND will not place large landscaping with a mature untrimmed height greater than eighteen inches (18") on the EASEMENT. No trees will be permitted on the EASEMENT and COMPANY reserves the right to trim the canopy of any trees adjacent to the EASEMENT to prevent overhang onto the EASEMENT. No permanent structures will be permitted on the EASEMENT.
9. Any and all use of the EASEMENT for temporary workspace and any and all crossings of the PIPELINE must be approved by COMPANY'S REPRESENTATIVE, provided, however, that such approval shall not be unreasonably withheld. FORT BEND agrees to clean up and repair all damages to the EASEMENT resulting from any FORT BEND'S use of, or work on or across, the EASEMENT. Any and all damage repairs and cleanup of the EASEMENT will be subject to COMPANY'S acceptance.
10. FORT BEND may place and maintain utility markers on either edge of the EASEMENT, unless said markers interfere with landowner's or tenant's land use.

11. The existence of the ENCROACHMENT does not modify or constitute a waiver of COMPANY'S rights under the EASEMENT or any other rights which may be implied by law or equity; and COMPANY expressly reserves all such rights.
12. FORT BEND understands that COMPANY'S issuance of this letter of no objection was based on many factors, including the circumstances of the COMPANY, the EASEMENT, the PIPELINE and COMPANY'S business at the time issued and in the future these factors and circumstances can change. COMPANY'S issue of no objection to the construction of the ENCROACHMENT will **expire six (6) months from the date of this letter**, unless FORT BEND has commenced and diligently continued construction of the ENCROACHMENT. If FORT BEND is unable to commence construction of the ENCROACHMENT within six (6) months after the date of this letter or, if after timely commencement of construction of the ENCROACHMENT, suspends construction thereof for a period greater than six (6) months, and FORT BEND still intends to construct and/or complete construction of the ENCROACHMENT, FORT BEND must resubmit the construction plans for the ENCROACHMENT, whether or not such plans have changed, for review by COMPANY and COMPANY, in its sole and absolute discretion, will determine whether it will have no objection at that time to such plans as resubmitted.

If you believe anything set forth in this letter misstates our understanding or if you require more information or clarification of any matters set forth herein, please contact the undersigned at your soonest convenience. The undersigned can be contacted via e-mail at gmize@eprod.com.

Regards,



Garrett Mize
Contract Land Representative

cc: Paul Lair
Gilbert Cavazos
Ed Sangel

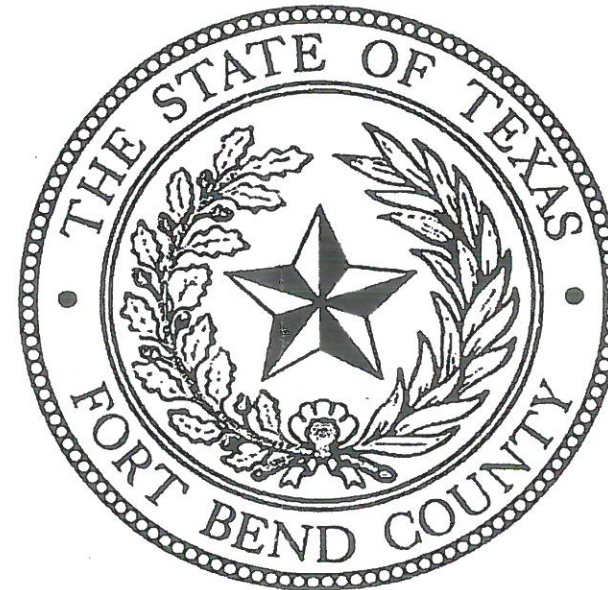
CONSTRUCTION PLANS
 FOR
CHIMNEY ROCK ROAD CONSTRUCTION
 FROM TABOR MILLS DRIVE TO McHARD ROAD
 (MOBILITY PROJECT No. 13203)
 PAVING AND DRAINAGE IMPROVEMENTS
 70% SUBMITTAL
 PRECINCT 2
 COUNTY OF FORT BEND, TEXAS

FORT BEND COUNTY COMMISSIONERS COURT

ROBERT HEBERT - COUNTY JUDGE
 VINCENT MORALES - PRECINCT #1
 GRADY PRESTAGE - PRECINCT #2
 ANDY MEYERS - PRECINCT #3
 JAMES PATTERSON - PRECINCT #4

FORT BEND COUNTY ENGINEER

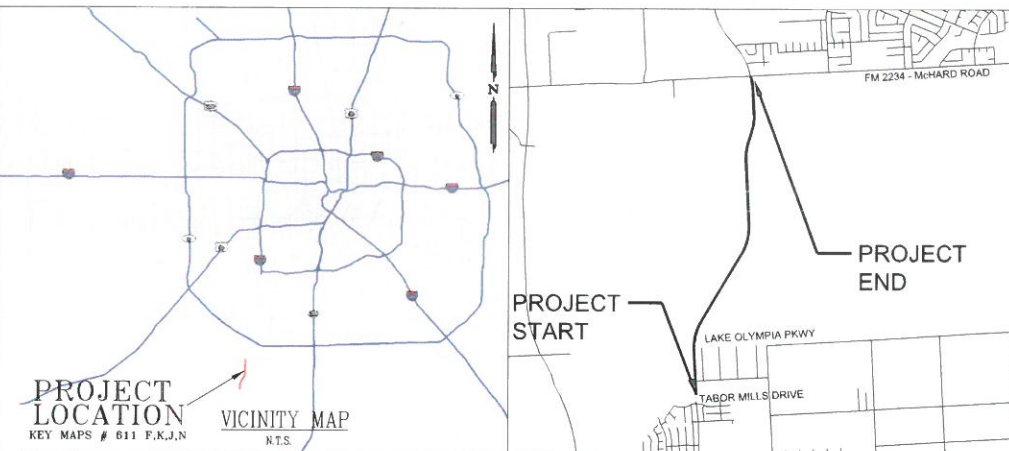
RICHARD W. STOLLEIS, P.E. - COUNTY ENGINEER DATE



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James Galtbart

DATE: 3/10/2017 4:55:38 PM
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ENGINEERING AND SURVEYOR
ZARINKEL ENGINEERING SERVICES, INC.
 CONSULTING ENGINEERS AND SURVEYORS
 ENGINEERING FIRM No. F-004270
 SURVEYING FIRM No. ?????????
 617 Caroline St.
 Houston, Texas 77002
 Ph: 832.242.2426
 Fax: 832.242.2445

MARCH, 2017

Exhibit A

