

NOW THEREFORE, in consideration of the premises and the mutuality hereof it is agreed by and between the parties hereto as follows:

1. The recitals set forth above are incorporated into and are made a part of this Agreement.
2. Except as hereinafter provided, County and/or THPID shall not construct nor permit others to construct any buildings, engineering works or other improvements, nor change the grade, within TGC's right of way and easement.
3. TGC hereby consents and agrees, insofar as it has the lawful right to do so, to County and THPID maintaining of said Improvements as limited and described herein and in accordance with TGC's Engineering and Construction Guidelines, dated 11/1/2018, attached herein as Exhibit "B". Any deviation, change, or revision to the proposed Improvements is strictly prohibited without the express written consent and approval of TGC.
4. If in TGC's reasonable opinion, it deems it necessary to remove any portion of said Improvements to gain access to its pipeline for repair or maintenance, or in the exercising any rights granted to it by the above-described Right of Way Agreement, TGC may, after notice first being given, except in cases of emergency, to County and/or THPID, and working with the County and/or THPID, to the extent reasonably possible, for appropriate detour plans and road closure approvals, work with the County and/or THPID to remove all or any portion of said Improvements; and, after TGC has completed the work for which said Improvements were removed, County and/or THPID agrees to replace same at its sole cost and expense. TGC shall not be responsible or liable to Owner for any damage caused to said Improvements in the performance of the work above-described or for the placing of barricades and sealing off of Owner's land from the public use.
5. County and/or THPID, its agents, contractors, successor and assigns shall give TGC seventy-two (72) hours notice prior to any proposed excavation, grading or construction over or near TGC's pipeline and right of way in accordance with state law by contacting the National Call Before You Dig Hotline at 811.
6. It is understood and agreed that any rights acquired under the above-described Right of Way Agreement shall remain in full force and effect.
7. County and/or THPID agree to immediately contact TGC's offices in the event of any incident involving, or potentially involving, the Pipeline Facilities.
8. The terms and conditions of this Agreement shall constitute covenants running with the land and shall be binding upon the parties hereto, their respective heirs, representatives, successors and assigns.
9. This Agreement is subject to the existing easement rights of TGC, and the permission herein granted by TGC is limited to its interest and authority in the subject land; County and/or THPID acknowledge the possible obligation to obtain the required permission from other parties of interest or the Government.
10. To the extent allowed by law, County and THPID, jointly and severally, agree to indemnify, protect, and hold harmless TGC, its parent, affiliates, subsidiaries, and their directors, officers, employees, representatives, and agents (hereinafter "TGC Entities") from and against any and all actions or causes of action, claims, demands, liabilities, loss, damage,

injury, suit, proceeding, judgment, cost or expense of whatever kind or nature, including but not limited to reasonable attorneys' fees, caused by, or arising out of, or resulting from, or in any way associated with the installation, construction, use, maintenance, repair or replacement of the Improvements, or from the operation, maintenance, use or presence of TGC's Pipeline Facilities upon or in the vicinity of the easement area except where such loss, cost, liability, or expense was proximately caused solely by the gross negligence of TGC or its employees.

In addition, to the extent allowed by law, County and THPID, jointly and severally, agree to indemnify, defend and hold harmless TGC and the TGC Entities from and against any liability, damage, claims, loss, cause of action, suit, proceeding, judgment, cost (including the cost or expense of environmental response, removal or remediation activities), fees or expense, including reasonable attorney's fees, arising from: (a) non-compliance with any laws, regulations and orders applicable to the ownership or the operation and maintenance of the Improvements on the Premises and the easement area described herein, and (b) any incidents, acts, releases, negligence, transactions or omissions, or conditions on or affecting the easement area caused by, or arising out of, or resulting from, or in any way associated with the installation, construction, use, maintenance, repair or replacement of the Improvements that would (i) contribute to or constitute a violation of any local, state or federal environmental rule, regulation, law or judicial order, (ii) result, in whole or in part, in any requirement to clean up or otherwise remedy or remediate a condition, (iii) give rise to any lien, liability, injunction, order, restriction, claim, expense, damage, fine or penalty, (iv) adversely affect human health or the environment at or near the easement area, or (v) constitute a violation of the terms of this Agreement.

11. County and THPID, each, shall be jointly and severally liable for the obligations under this Agreement.

[signatures follow]

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

Trunkline Gas Company, LLC

Name: Kevin Taliaferro

Title: Senior Director, Land & Right of Way

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

**TEXAS HERITAGE PARKWAY
IMPROVEMENT DISTRICT**


Name: James L. Fatheree, Jr.
Title: President, Board of Directors

FORT BEND COUNTY

KP George, County Judge

STATE OF TEXAS

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COUNTY OF

On this _____ day of _____ 20__, before me, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____, of TRUNKLINE GAS COMPANY, LLC, and further acknowledged that he, as such Vice President, Land and Right of Way, being authorized to do so, executed the foregoing instrument as the act and deed of such company for the purposes therein contained by signing the name of such company.

Notary Public in and for the State of Texas

ACKNOWLEDGEMENTS

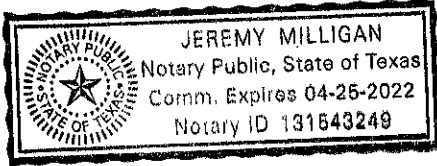
STATE OF TEXAS

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COUNTY/PARISH OF FORT BEND

This instrument was acknowledged before me by James L. Fatheree, Jr., President of Texas Heritage Parkway Improvement District, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 14th day of September, 2020.



[Signature]
Notary Public in and for the State of Texas

ACKNOWLEDGEMENTS

STATE OF _____

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COUNTY/PARISH OF _____

This instrument was acknowledged before me by _____, _____ of _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20____.

Notary Public in and for the State of _____

EXHIBIT "A"

Attached hereto and made a part hereof of that Encroachment Agreement dated _____ day of _____, 2020

Portions of H & TC RR 105 and Portions of H & TC RR 106, Fort Bend County, Texas; being more particularly described in Volume 102, Page 509; in Volume 252, Page 465; in Volume 208, Page 635; and in Volume 27, Page 38 all of the County Clerk records of Fort Bend County, State of Texas

EXHIBIT "B"

Attached hereto and made a part hereof of that Encroachment Agreement dated _____ day of _____, 2020

Appendix B: Engineering and Construction Guidelines

1. Contractors, developers, landowners and others, prior to any installation, construction, and excavation or demolition activities on or near company right-of-way, shall make notifications to appropriate ONE CALL or 811 centers. A company representative must be on-site during any encroachment/activity within company right-of-way. The company representative on-site will have the authority to stop work by contractors, developers, landowners or others if the encroachment/activity is determined to be unsafe. The company representative will be invited to participate in all construction safety meeting(s).
2. A minimum of 36 inches of cover is to be maintained over below ground company pipeline facilities across the entire company right-of-way.
3. No structure, construct or venue of any kind, including but not limited to any air strip, athletic field, berm/terrace, building, campground, cemetery, chattel, dam/dike, drain, earthwork, garage, geothermal system, house/mobile home, lake/pond/reservoir, landfill, logging operation, material storage, mine/quarry, poles/signage, septic system, soil boring, swimming pool, tower, vehicle parking/equipment parking, wells, wetland or other improvements including any facility causing the permanent or temporary retention of water, shall be permitted, placed or erected within, above or below company right-of-way including all associated appurtenances, foundations, guys/anchors, junction boxes or supports.
4. Where consent for fencing has been granted, the owner must install and maintain a vehicle access gate (at least 12 feet in width) or walkovers where required.
 - Shall cross at or near right angles
 - No fence post excavations shall be directly over company pipeline facilities
 - Fence posts shall be placed with adequate spacing from company pipeline facilities.
 - Chain link, hurricane wire, stone, brick, concrete, privacy, decorative, or similar style fences or barriers are prohibited within company right-of-way.
 - If a gate is locked, the owner shall provide the company with a key or allow a company lock to be installed in series, to enable access.
5. Planting of trees, bushes, shrubs, vines and/or any other landscape planting within company right-of-way is prohibited. Vegetation shall not obstruct company patrol/inspection or identification markers.

6. Where consent for sidewalks, paths or trails have been granted, the width shall not exceed 120 inches.
7. Open ditches or waterways where consent has been granted must cross company right-of-way with at least 48 inches of cover remaining at the lowest point of the ditch or waterway.
8. Contractors, developers, landowners and others shall provide and install temporary construction fencing along company right-of-way to protect company pipeline facilities. The fencing must be maintained for the duration of the encroachment activities. Barriers adequate to prevent vehicular damage to any excavated and exposed company pipeline facilities shall be installed and maintained at all times.
9. For temporary vehicle and/or construction equipment crossing company pipeline facilities, each crossing location will be reviewed on a site specific basis, which will include a wheel/track load calculation to be completed and approved on every vehicle and/or construction equipment crossing company pipeline facilities.
 - Crossings shall be at or near right angles.
 - A minimum 36 inches cover is required.
 - Air bridging, matting or other suitable material may be required to be installed to achieve the necessary support for each crossing.
 - Crossing supports shall span a minimum of 10 feet either side of company pipeline facilities.
10. Excavation equipment shall be equipped with a barred tooth bucket and side cutters removed when digging or excavating within company right-of-way. All excavation within 18 inches of the top or 36 inches from the side or bottom of any company pipeline facility shall be completed by hand. After the top is exposed excavation up to 24 inches from the side or bottom of the exposed company pipeline facilities may proceed by mechanical means only if approved by a company representative.
11. No foreign line, appurtenance, structure or related fittings are to be constructed parallel to and/or allowed within company right-of-way. Foreign easements are prohibited from encroaching into company right-of-way when proposed foreign construction is parallel to and outside of company right-of-way.
12. For a new or modified road, railroad, or driveway crossing company pipeline facilities, each crossing location will be reviewed and approved on a site specific basis. The review will include, but not limited to, a wheel load calculation for superimposed loading due to traffic (DOT maximum axle load 20,000 lbs. per axle), imposed conditions caused by soil overburden and determination of the need for alterations to company pipeline facilities to comply with Federal and State regulations.
 - A minimum 36 inches of undisturbed or compacted soil shall be maintained from the bottom of the road or drive to the top of company pipeline facilities.

Additional cover may be required as prescribed in individual state regulations i.e. Texas requires 48 inches of cover.

- Permanent air bridging requires drawings signed and approved by a Professional Engineer (P.E.) provided to the company.
- If a concrete pad is to be used as the method to minimize load, the crossing shall be built with load bearing footers spanning a minimum 10 feet either side of company pipeline facilities.

13. Open cut foreign line crossings, if approved, require a minimum 24 inches of separation below company pipeline facilities the entire width of company right-of-way. A compaction plan with a description of how fill will be compacted under company pipeline facilities to prevent settling will need to be reviewed and approved prior to the proposed crossing. Contractors, developers, landowners and others will be responsible for repairing any settling due to encroachment activities occurring on company right-of-way.

- Open cut crossings shall cross at or near right angles.
- Communication Cables (Fiber Optic, Telephone, and TV) shall be placed in non-metallic conduit with bags of concrete mix placed directly above and below the conduit with warning burial tape installed 18 inches directly above the conduit across the entire width of company right-of-way.
- All metallic foreign line crossings shall have insulation methods installed (e.g., Micarta board) where required between company pipeline facilities and the foreign line to prevent interference with cathodic protection.
- Sand and/or clean fill, free of rocks and debris, shall be installed around company pipeline facilities.
- Where permissible foreign crossings should be clearly and permanently marked on each side of company right-of-way.

14. Auger bore (dry) foreign line crossings, if approved, require a minimum 36 inches of separation below company pipeline facilities the entire width of company right-of-way. Pothole excavations must be dug to observe the boring and pulling process does not damage company pipeline facilities and spacing is maintained.

- Auger bore (dry) crossings shall cross at or near right angles.
- An auger bore plan shall be provided for the proposed crossing showing the relationship of the auger hole to the bottom of company pipeline facilities and include bore pit locations.
- Potholes shall be excavated on the approach side of the bore. The depth of the pothole shall be to a minimum 24 inches below the bottom of company pipeline facilities and in the direct path of the approaching auger to visually confirm it does not impact the pipeline.

15. Directionally drilled foreign line crossings, if approved, require a minimum 36 inches, 60 inches for large diameter foreign line crossings (12 inches diameter or greater), of separation below company pipeline facilities the entire width of company right-of-way. Pothole excavations must be dug to observe the drilling and pulling process does not damage company pipeline facilities. Boring equipment, if required, shall incorporate a mechanism for real time positioning and controlling

bore bit/auger to ensure the required clearance is maintained throughout the boring process.

- Directionally drilled crossings shall cross at or near right angles.
- A directional drill plan shall be provided for the proposed crossing showing the relationship of the bore hole to the bottom of company pipeline facilities.
- Potholes shall be excavated on the approach side of the drill. The depth of the pothole shall be to a minimum 24 inches below the bottom of company pipeline facilities and in the direct path of the approaching drill tool to visually confirm it does not impact company pipeline facilities.

16. Temporary storage of spoils, material, equipment, or vehicles within company right-of-way, must be approved by Operations Management; at no time will storage be allowed directly over company pipeline facilities.
17. Equipment used in earthwork (e.g., excavation, contouring, precision leveling) must be approved on a site specific basis. This will include wheel/track load calculation to be completed on every vehicle and/or equipment crossing company pipeline facilities.
 - A minimum 36 inches of cover is required.
 - Depth of cover should not exceed 7 feet.
18. Seismographic activity within 300 feet of company pipeline facilities without company approval is prohibited.
19. No roto-mixing or vibrating machinery is allowed within company right-of-way.
20. All pile driving operations 20 feet adjacent to company right-of-way will be required to pre-drill or auger all pilings to 36 inches below the bottom elevation of company pipeline facilities.
21. Foreign crossing excavations exposing company pipeline facilities shall be sloped and/or shored to allow a company representative the ability to inspect and make coating repairs where required.
22. No more than one company pipeline is to be exposed and/or unsupported at one time and no more than 20 feet of company pipeline shall be unsupported at any given time. Engineering stress calculations must be performed and approved prior to allowing more than 20 feet of unsupported pipe.
23. Cathodic protection test stations and line markers shall be protected from damage by encroachment activities.
24. Additional requirements for approved power lines energized to 600 volts or more shall include a minimum 36 inches of separation below company pipeline facilities the entire width of company right-of-way.
 - Shall cross at or near right angles
 - Be installed in rigid non-metallic conduit
 - For an open cut crossing method include

- i. Bags of concrete-mix placed directly above and below the conduit the entire width of company right-of-way.
 - ii. Red burial tape placed 18 inches directly above the conduit.
 - Have external, spiral wound, neutrals grounded on each side of company right-of-way.
 - Where permissible the cable crossing should be clearly and permanently marked on each side of company right-of-way.
25. Power/Communication Lines (overhead) shall be constructed above the easement area with a minimum of twenty five feet (25') clearance to grade.
- Power lines shall not be constructed over existing blow-offs or relief valves.
 - Power lines shall cross at or near right angles
 - Power line towers shall not straddle the company right-of-way
 - Power line tower footings shall not encroach within company right-of-way
26. Placement of wind turbine and communication towers with a height of 50 feet or more (e.g., cell, radio, and microwave) must be placed a minimum distance of 1500 feet from company pipeline facilities.
27. Should modifications to company pipeline facilities be required, the company will be reimbursed for all costs, including overtime costs, incurred to complete any company pipeline facility modification (e.g., coupling/weld reinforcement) including but not limited to: engineering, surveying, contract labor, materials, inspections, gas loss, administrative expenses and any other costs reasonably incurred directly or indirectly with respect to the work to be performed. Company lead times for competitively bidding, permitting and material procurement (estimated at 120 days) will commence only after the company receives a fully executed reimbursable agreement. Seasonal demands for natural gas can preclude the company from having outages of company pipeline facilities during any unscheduled timeframe in any given year.
28. Should any encroachment activity by the contractors, developers, landowners and others result in damage to any company pipeline facilities the total cost of the repairs will be the sole responsibility of the damaging party.

EXHIBIT "C"

Attached hereto and made a part hereof of that Encroachment Agreement dated _____
day of _____, 2020

PLAN OF THE PARKWAY TO BE INSERTED