



January 6, 2021

Fort Bend County, Texas  
Attn: KP George, County Judge  
401 Jackson Street  
Richmond, TX 77469

**RE: Letter of No Objection: PROPOSED INSTALLATION OF FACILITIES: ROCK RIP-RAP AS BANK STABILIZATION AT THE WILLOW FORK OF BUFFALO BAYOU OVER ENSTOR KATY STORAGE AND TRANSPORTATION, L.P.'S EXISTING EASEMENT CONTAINING A TWENTY INCH (20") DUAL HEADER PIPELINE SYSTEM & FIBER OPTIC LINE LOCATED IN KATY, TX, FORT BEND COUNTY**

Dear Judge George:

Enstor Katy Storage and Transportation, L.P. ("Enstor") has no objection to the proposed installation of rock rip-rap as bank stabilization at the Willow Fork of Buffalo Bayou ("Proposed Facilities") by Fort Bend County, Texas ("Facility Owner") which will be located over Enstor's existing easement containing a twenty inch (20") dual header pipeline system and fiber optic line ("Enstor's Pipeline and Telecommunications") in the manner shown in that certain Drawing No. TX-EN-0788 dated 11/19/2020, provided to Enstor by Facility Owner attached hereto as **Exhibit A**, and made a part hereof; provided, however, that this approval is subject to the terms and conditions set forth in this Letter of No Objection ("Agreement") and Facility Owner's agreement, evidenced by its execution below, to adhere to the following terms & conditions:

1. Facility Owner shall provide notice to the Enstor Representatives for all installation, excavation and matting activities within Enstor's Pipeline and Telecommunications easement and allow such Enstor representative(s), or a designated replacement, (each, an "Enstor Representative"), the opportunity to be present and observe all such activities. Facility Owner shall notify Enstor's Representatives at least seventy-two (72) hours prior to any work near Enstor's Pipeline and Telecommunications. Contacts for Enstor's Representatives are:

Eddie Bennett, Facility Manager: 970-520-4310 (mobile); 346-307-9357 (office)  
Nick Nicodemus, Director: 713-254-5752 (mobile); 281-374-3089 (office)

2. Facility Owner shall cause its contractor to perform all "One-Call" damage prevention notifications as may be required by local, state or federal regulations prior to any excavation on Enstor's easement.
3. Facility Owner must install the Proposed Facilities over Enstor's Pipeline and Telecommunications provided that a three foot (3') minimum solid vertical clearance is maintained between the top of Enstor's Pipeline & Telecommunications easement and the Proposed Facilities.
4. Facility Owner will install supports on the surface of Enstor's Pipeline and Telecommunications easement in the event that Enstor's Pipeline is exposed for more than forty (40) feet. An Enstor Representative must be present during any such work.
5. Excavation by mechanical means shall only be allowed over and alongside Enstor's Pipeline and Telecommunications to within twenty-four inches (24") of Enstor's Pipeline and Telecommunications. Excavation closer than twenty-four inches (24") to Enstor's Pipeline and Telecommunications shall be performed by hand or hydrovac.
6. Machine excavation over Enstor's Pipeline and Telecommunications shall only be done with a bucket that has smooth sides and mouth or has the digging teeth barred. All digging with a bucket shall be parallel with the Enstor's Pipeline and Telecommunications. Digging will not be performed across or perpendicular to Enstor's Pipeline and Telecommunications.

**Enstor Katy Gas and Transportation, L.P.**  
10375 Richmond Ave., Suite 1900, Houston, TX 77042  
Direct: 281.374.3050  
[www.enstorinc.com](http://www.enstorinc.com)

7. Facility Owner will install the Proposed Facilities in such a manner that any crossing of Enstor's Pipeline and Telecommunications will cross at a horizontal angle of ninety (90) degrees or as close thereto as possible. In no event will the Proposed Facilities be installed to cross Enstor's Pipeline and Telecommunications at a horizontal acute angle less than seventy (70) degrees, or a horizontal obtuse angle greater than one hundred ten (110) degrees.
8. Facility Owner expressly understands and agrees that Enstor's Pipeline has cathodic protection and that (a) Facility Owner will operate and maintain the Proposed Facilities in such a manner as not to interfere in any way with the cathodic protection of Enstor's Pipeline; and (b) Enstor shall have no liability to Facility Owner or to any third party as a result of any damages or other adverse effects which Enstor's cathodic protection may have on the Proposed Facilities or other property of third parties.
9. Facility Owner agrees to take all necessary precautions, as determined herein by Enstor's Representative, to prevent stress or damage to Enstor's Pipeline and Telecommunications. Such precautions or procedures may include, but are not limited to, the placement of mats over Enstor's Pipeline and Telecommunications easement. All equipment crossing Enstor's Pipeline and Telecommunications shall be done as close to ninety (90) degrees as possible and at specific locations, per Enstor's directions. In no event shall equipment cross Enstor's Pipeline and Telecommunications at a horizontal acute angle less than forty-five (45) degrees, or a horizontal obtuse angle greater than one hundred ten (110) degrees.
10. Roads and construction equipment crossings over Enstor's Pipeline and Telecommunications shall be evaluated using Enstor's stress calculation program or other suitable method for calculating stress for uncased pipelines by Enstor's Representative to determine the total stress on Enstor's Pipeline and Telecommunications. If the total stress exceeds recommended limits, a permanent protective structure should be considered. For pipelines constructed of material other than steel, Facility Owner should contact Enstor's Representative to determine requirements for the stress analysis.
11. In the event Enstor's Pipeline and Telecommunications is damaged during the Facility Owner's work, including any damage to the coating on Enstor's Pipeline and Telecommunications, Facility Owner will repair such damage, including repairing the coating to its original condition per Enstor's specifications.
12. No permanent structures (e.g. anchors, poles, fences, etc.) other than the Proposed Facilities are permitted on Enstor's Pipeline and Telecommunications easement and Facility Owner will be required to survey and mark Enstor's Pipeline and Telecommunications, if necessary.
13. All work and clean-up within Enstor's Pipeline and Telecommunications easement will be done to the reasonable satisfaction of Enstor's Representative.
14. The ground cover over Enstor's Pipeline and Telecommunications will not be reduced below the existing grade.
15. **TO THE FULLEST EXTENT ALLOWED BY LAW, FACILITY OWNER AGREES TO PROTECT, INDEMNIFY AND HOLD HARMLESS ENSTOR, ITS SUBSIDIARIES OR OTHER AFFILIATED COMPANIES, AND ITS AND THEIR AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, PARTNERS, MEMBER, MANAGERS, AND REPRESENTATIVES (COLLECTIVELY, "INDEMNITEES" AND EACH AN "INDEMNITEE") FROM AND AGAINST ALL CLAIMS, LOSSES, COSTS (INCLUDING, BUT NOT LIMITED TO, REASONABLE AND NECESSARY 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, THE NEGLIGENCE OF ANY INDEMNITEE), INCLUDING, WITHOUT LIMITATION, CLAIMS DUE TO ACTUAL OR ALLEGED BODILY INJURY OR DEATH OF ANY PERSON, ENVIRONMENTAL HARM, OR PROPERTY DAMAGE (COLLECTIVELY, "CLAIMS"), WHICH IN ANY WAY ARISE OUT OF OR ARE RELATED TO 1) FACILITY OWNER'S PRESENCE ON OR AROUND THE ENSTOR'S RIGHTS-OF-WAY OR EASEMENTS OR 2) FACILITY OWNER'S PERFORMANCE OR NON-PERFORMANCE OF THE OBLIGATIONS CONTAINED IN THIS AGREEMENT. THESE OBLIGATIONS SHALL NOT APPLY TO ANY INDEMNITEE WITH RESPECT TO ANY CLAIMS RESULTING FROM SUCH INDEMNITEE'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

16. In addition to the indemnities provided above, FACILITY OWNER AGREES TO BE RESPONSIBLE FOR AND ASSUME ALL LIABILITY FOR AND TO DEFEND, RELEASE, INDEMNIFY AND HOLD HARMLESS, TO THE FULLEST EXTENT ALLOWED BY LAW, THE INDEMNITEES FROM AND AGAINST ALL CLAIMS ARISING IN CONNECTION WITH DAMAGE TO OR THE LOSS OR DESTRUCTION OF PROPOSED FACILITIES AND, EXCEPT FOR THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNITEE, WITHOUT REGARD TO THE CAUSE, INCLUDING THE NEGLIGENCE OF AN INDEMNITEE, AND REGARDLESS OF WHETHER SUCH DAMAGE, LOSS, OR DESTRUCTION IS RELATED TO THE INSTALLATION, REPAIR OR REPLACEMENT OF ENSTOR'S PIPELINE AND TELECOMMUNICATIONS.
17. The Facility Owner shall maintain, during the course of construction and excavation, insurance of the type, in the amount and under the terms set forth in **Exhibit B** attached hereto and made a part thereof.

All references to Facility Owner herein shall include, but not be limited to, Facility Owner's employees, contractors or subcontractors, agents and assigns. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns. Please sign below indicating your acceptance and agreement to the foregoing terms and return one original by mail and by email scan to [trina.williquette@enstorinc.com](mailto:trina.williquette@enstorinc.com) prior to beginning work. If you require further assistance, please contact Trina Williquette at 832-925-4982.

Sincerely,

DocuSigned by:



69648BEE97CB4E5

Nick Nicodemus

Director, Land & Business Development

Agreed and accepted this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

**Fort Bend County, Texas**

Authorized Signature: \_\_\_\_\_

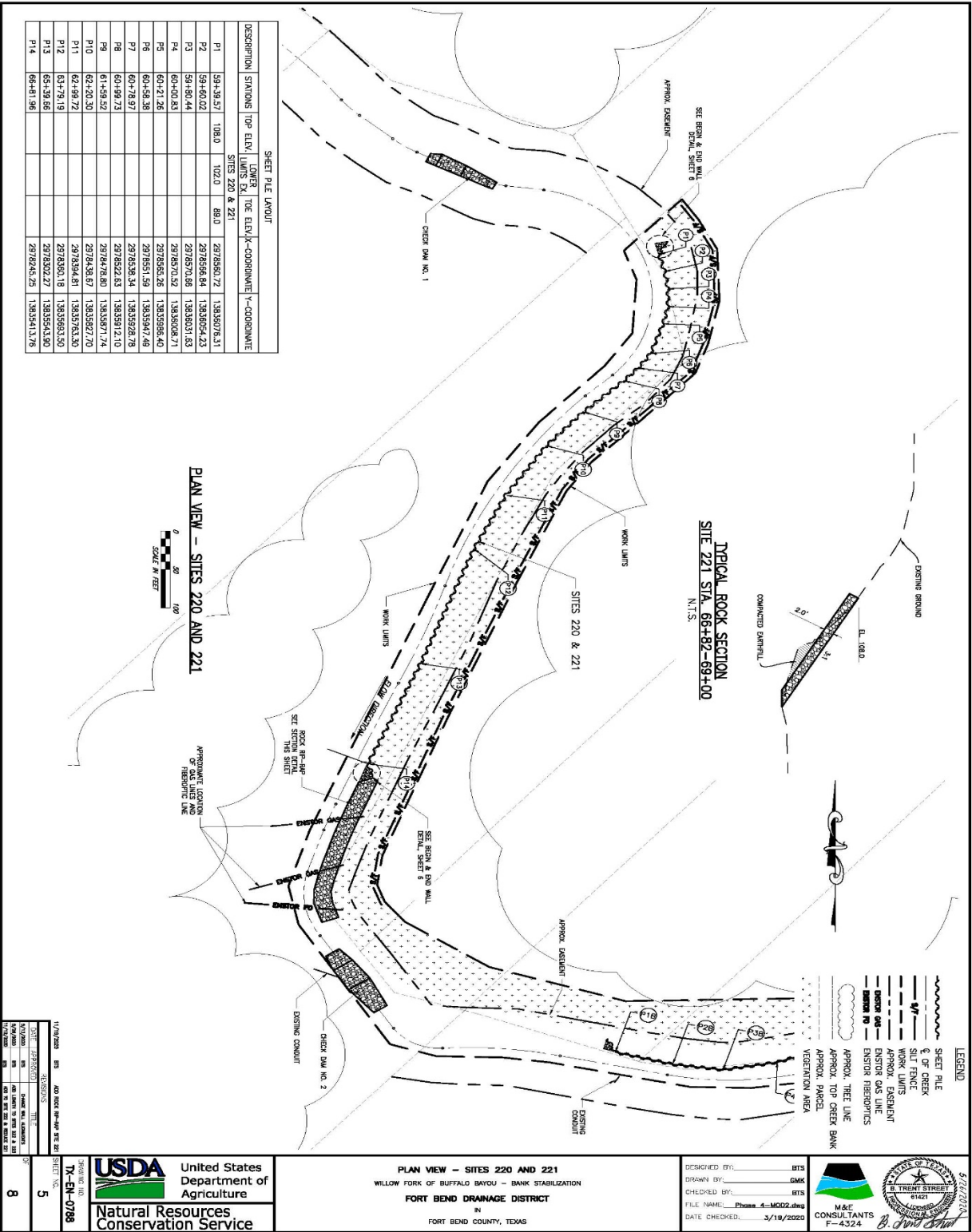
Name/Title: KP George, Fort Bend County Judge

ATTEST:

\_\_\_\_\_  
Laura Richard, Fort Bend County Clerk

EXHIBIT A

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## **EXHIBIT B**

### **Facility Owner Insurance Requirements**

(a) Insurance Coverage. Facility Owner shall at its own expense maintain, with a reputable insurance company(ies) authorized to do business in the state where the work is to be performed, insurance coverages of the kind and in the minimum amounts as follows:

(i) Commercial (or Comprehensive) General Liability Insurance with a self-insured retention (SIR) of no more than \$100,000 and excess coverage to the SIR with a combined limit of \$5,000,000.

(ii) Automobile Liability Insurance insuring owned, hired and non-owned vehicles used by Facility Owner, with limits of not less than \$1,000,000 combined single limit.

(iii) Workers' Compensation Insurance complying with all applicable Laws with limits of not less than \$1,000,000 per each accident, \$1,000,000 disease policy limit and \$1,000,000 per disease for each employee.

(iv) Facility Owner Property Damage Insurance with a full replacement cost basis and any deductible to be for the account of Facility Owner.

(b) Additional Requirements; Subrogation. To the extent permitted by applicable Laws, all required Facility Owner insurance policies shall: (i) be primary and non-contributory to any insurance or self-insurance maintained by either party; (ii) contain cross-liability coverage as provided under the standard ISO Forms' separation of insureds clause; (iii) provide for a waiver of all rights of subrogation which Facility Owner insurance carrier might exercise against Enstor; (iv) not require contribution from other Facility Owner policies prior to Excess or Umbrella liability coverage; (v) be maintained in full force and effect until completion of the work (or later if Claims are reasonably expected or anticipated to arise in accordance with Section 14 of the Agreement); and (vi) not be cancelled, altered or amended without thirty (30) days prior written notice to Enstor.

(c) Additional Insured. Facility Owner shall cause its underwriter to name Enstor as an additional insured, excepting Workers' Compensation coverage. ACORD certificates of insurance documenting all policies shall be furnished to Enstor prior to the time work is commenced.

(d) Subcontractors. Facility Owner shall require all subcontractors to obtain, maintain, and keep in force, during the time for which they are engaged in performing the work, insurance coverage of at least the same levels set forth in this **Exhibit B** and furnish Enstor acceptable evidence of such insurance upon request. All policies shall be endorsed to provide a waiver of subrogation in favor of Enstor.

(e) Failure to Carry Insurance. Notwithstanding any provision herein to the contrary, failure to secure or maintain the insurance coverage, failure to comply fully with any provision in this **Exhibit B**, including the failure to secure such endorsements on the policies as may be necessary to carry out the terms and provisions of this Agreement shall in no way act to relieve Facility Owner from the obligations of this Agreement and shall be considered a material breach of this Agreement and will constitute grounds for the immediate suspension or termination of this Agreement by Enstor (in addition to any other rights or remedies available to Enstor).

(f) Self-Insurance. Facility Owner shall not be permitted to self-insure any of the risks to which coverage is herein required except with the prior written consent of Enstor and provided that all self-insured retentions and deductibles related to any required insurance coverage shall be for the account of Facility Owner, such that all self-insurance shall respond in coverage as if it were an insurance policy maintained by Facility Owner with a third-party insurance carrier.

**Please mail or email certificate to:**

**Enstor Katy Storage and Transportation, L.P.**

**Attn: Land Dept**

10375 Richmond Ave., Suite 1900

Houston, Texas 77042

Phone: (832) 925-4982

Email: [trina.williquette@enstorinc.com](mailto:trina.williquette@enstorinc.com)