



**DCP Intrastate Network, LLC**  
2107 CityWest Boulevard, Suite 600  
Houston, TX 77042

**713-735-5653**

March 30, 2021

Fort Bend Drainage District  
1124 Blume Road  
Rosenberg, TX 77471

*sent via email to: Bob Rogers, NBG Constructors, Inc.*

**RE: Encroachment of DCP Intrastate Network, LLC (formerly San Jacinto Transmission, LLC) 16" Natural Gas Pipeline at Oyster Creek, Fort Bend County, Texas**

To whom this may concern,

DCP Intrastate Network, LLC ("DCP") has no objection to Fort Bend Drainage District's ("Facility Owner") proposed construction plans for installation of rock riprap ("Facility") which will be constructed/installed over DCP's existing sixteen inch (16") natural gas pipeline at Oyster Creek, Rosenberg, Texas, as shown on M&E Consultant's plans referred to as Oyster Creek – Bank Stabilization on Drawing No. TX-EN-0791 and dated 1/25/2021 ("Plans"), provided that Facility Owner agrees and adheres to the following conditions:

1. DCP does not assume any liability for the design or proper location of the Facility, both of which shall be the sole responsibility of Facility Owner. It shall be Facility Owner's responsibility to design, construct, and operate the Facilities and conduct all other activities under this Letter of No Objection in a safe and prudent manner and in compliance with all applicable governmental and regulatory requirements.
2. That this consent shall not in any way alter the rights of DCP under its real property rights, including easements and rights-of-way. Nothing in the Letter of No Objection shall prohibit DCP from operating, repairing or replacing its pipelines or appurtenances at any time at DCP's sole discretion. Further, none of the foregoing activities shall require DCP to provide notice to or seek consent from Facility Owner.
3. DCP shall have the right to cut and remove any encroachment structures now or hereafter located over or across the pipeline, without any obligations to repair, replace or resurface same, for the purpose of operating the DCP pipeline(s) or appurtenances and/or exercising any rights owned by or granted to DCP.
4. Facility Owner will notify DCP's Field Technician at least seventy- two (72) hours prior to any work near DCP's pipeline(s).

Any plans and/or correspondence regarding the Facilities and associated work shall be provided to DCP's representatives for review and approval prior to commencing any of the work contemplated by this Letter of No Objection. DCP's Field Technician is:

Steven Koehne  
Pipeline Supervisor  
Wilcox/San Jac/Wharton Field Operations  
404 Private Road 1045  
Hallettsville, Texas 77964  
361-579-4621 – Office

5. Facility Owner will perform all “One-Call” damage prevention notifications as may be required by local, state or federal regulations prior to any excavation on or near DCP’s pipeline(s).
6. Facility Owner may install proposed Facility over DCP’s pipeline, provided that a solid vertical clearance is maintained between the top of DCP’s pipeline and the bottom of the Facility. All care must be taken to minimize vibrations over DCP’s pipeline.
7. Facility Owner will install the Facility in such a manner that any crossing of DCP’s existing pipeline(s) will cross at a horizontal angle of 90 degrees or as close thereto as possible. If the proposed Facility to be installed will cross DCP’s existing pipeline(s) at a horizontal acute angle less than 70 degrees, or a horizontal obtuse angle greater than 110 degrees, then the solid vertical clearance requirement noted in Condition 6, above, will be increased to four feet (4’).
8. Excavation by mechanical means shall only be allowed over and alongside DCP’s pipeline(s) to within 24” of DCP’s pipeline(s). Excavation closer than 24” to DCP’s pipeline(s) shall be performed by hand.
9. Machine excavation over DCP’s pipeline(s) 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 pipeline(s). Digging will not be performed across or perpendicular to DCP’s pipeline(s).
10. Facility Owner expressly understands and agrees that DCP’s pipeline(s) are cathodically protected and that (a) Facility Owner will operate and maintain the Facility in such a manner as not to interfere in any way with the cathodic protection of DCP’s pipeline(s); and (b) DCP shall have no liability to Facility Owner or to any third party as a result of any damages or other adverse effects which DCP’s cathodic protection may have on the Facility or property of third parties. Cathodic test lead stations shall be installed on the Facility and on DCP’s pipeline where it is practical and as required by DCP.
11. Facility Owner shall take all necessary precautions, as determined by DCP’s on-site representative, to prevent stress or damage to DCP’s existing pipeline(s). Such precautions or procedures may include, but are not limited to the placement of mats over DCP’s right-of-way. Double layer matting will be required when crossing DCP’s pipeline and right-of-way with extreme loads and equipment. DCP’s on-site representative will determine if load or equipment is extreme.
12. All work and clean-up within DCP’s right-of-way will be done to the satisfaction of DCP’s on-site representative.
13. The ground cover over DCP’s pipeline(s) will not be reduced below the existing grade.

**14. INTENTIONALLY DELETED**

15. If construction of the Facility does not commence within 180 days of the date of this Letter of No Objection, this Letter of No Objection shall automatically expire. However, this Letter of No Objection may be extended by mutual written agreement of the parties.
16. By providing this Letter of No Objection, DCP is not granting a license, easement or any other right or grant involving real property interests. DCP may terminate the Letter of No Objection immediately if there are any deviations from the Plans, or if Facility Owner fails to comply with any of the requirements contained herein.
17. All references to Facility Owner herein shall include, but not be limited to, Facility Owner's employees, contractors, agents and assigns.

Please sign below indicating your acceptance and agreement to the foregoing terms and return to me by e-mail, fax or mail prior to beginning work. Please also provide a copy for your construction inspector to retain on site during performance of the crossing. Please let me know if I can be of further assistance.

Sincerely,



Travis L. Hammons  
Manager, Land and Right of Way

xc: Steven Koehne

**Agreed and Accepted:**

***Fort Bend Drainage District***

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

Date: \_\_\_\_\_