



1300 Main Street
Houston, Texas 77002
Energytransfer.com

April 26, 2021

Attention: Mr. Cody Bathe

Reference: Fort Bend County Proposed Chimney Road Improvements over ET's 30-inch Pearland-Katy Pipeline, within Fort Bend County Texas.

Dear Mr. Bathe:

Energy Transfer (ET) received your plans on August 13, 2020 for the subject project. At the subject location, ET does own, operate and maintain a 30-inch, steel, high-pressure, natural gas pipeline (ET's Facilities). ET has determined that the proposed improvements will not at this time cause any adjustments to be made to ET's Facilities and is agreeable to the proposed project conditioned upon and subject to the acceptance of and adherence to the following conditions by **FORT BEND COUNTY** and their contractor(s):

- (1) No construction or excavation shall take place on or near ET's Facilities until this letter agreement has been signed and returned to ET.
- (2) An ET representative must have the opportunity to be present and be notified at least forty-eight (48) hours prior to any work (excavation or operation of heavy equipment) at or near the pipeline. The planning, scheduling, and performance of this work is to be coordinated with the following ET Representative:

<u>Name</u>	<u>Location</u>	<u>Telephone</u>
Mr. Kory Parton Line Patrolman		(281) 850-1417

- (3) ET's agreement to the subject project is based upon your plans attached hereto as Exhibit "A". Should your design change, you must submit to ET one (1) set of revised drawings for review and approval prior to commencing any of the work.
- (4) In the event **FORT BEND COUNTY** or their contractor(s) need to cross over or along ET's Facilities with heavy construction equipment, ET reserves the right to require the contractor(s) to furnish and install temporary matting, air bridge and/or earthen fill over the pipeline in order to protect the pipeline from heavy equipment loads.
- (5) ET's Facilities shall be positively located before the Encroachments are constructed or installed near ET's Facilities. Longitudinal occupancy of ETC's right-of-way will not be permitted. Soil compaction activities over ET's Facilities require eight inch lifts of backfill material compacted to a minimum proctor density of 95%. Soil backfill shall be compacted to the satisfaction of ET's onsite inspector so that settling does not occur.

Subject: Fort Bend County

Page: 2 of 3

Date: April 26, 2021

All foreign lines shall fully cross ET's Pipeline Facility preferably at ninety degrees (90) or at an angle of not less than forty-five degrees (45°), or as near as possible thereto. Less than 90 degree installations need to be approved by Operations. Buried utility lines must be identified with permanent above-ground markers where lines enter and exit ET's right-of-way, which rights to install and maintain the markers, shall be the responsibility of the foreign line owner. Longitudinal occupancy of ET's Pipeline Facility will not be permitted.

- (6) ET requires the pipeline easement to remain clear of any temporary or permanent structures, such as buildings, lighting structures, fencing, anchors, etc. in order that proper maintenance and operation of its facilities can proceed unobstructed, except as agreed to in this agreement as shown on Exhibit "A".
- (7) **FORT BEND COUNTY** or their contractor(s) agree to alter, modify or halt any construction activity, which in the opinion of ET's onsite inspector, threatens or endangers ET's Facilities.
- (8) If it becomes necessary for ET to excavate its subject pipeline for inspection, repair or replacement, ET will not be responsible for any damages to your facilities within ET's easement area, except to the extent such is caused by ET's gross negligence or willful misconduct.
- (9) **FORT BEND COUNTY** further agrees that the construction, operation, maintenance, use or presence of your facilities shall not impair the construction, operation, maintenance, use or presence of the ET Facilities and its easement area (including, without limitation, ET's right to subjacent and sublateral support for its pipeline) and you shall be responsible for any impairment thereto caused by the activities of you, your employee(s), contractor(s), agent(s), invitee(s) or licensee(s), except to the extent any such loss or impairment is proximately caused by the gross negligence of ET, its employee(s) or designated agent(s).

If the foregoing is in accordance with your understanding of our agreement, please have a duly authorized officer of the **FORT BEND COUNTY** print out one copy execute in the space provided, e-mail it back to me, and I will execute it and send a copy back to you.

Should you have any questions, please feel free to contact me at (713) 989-2833 or e-mail me at john.stevenson@energytransfer.com.

ENERGY TRANSFER

Subject: Fort Bend County

Page: 2 of 3

Date: April 26, 2021

John Stevenson
Project Manager

FORT BEND COUNTY

ACCEPTED AND AGREED TO this

_____ day of _____, 20____

Signature: _____

Title: _____

Project No. 15465