



Houston • Tulsa • Bakersfield

January 20, 2023

Fort Bend County  
Attn: Stacy Slawinski  
301 Jackson St., 4<sup>th</sup> Floor  
Richmond, TX 77469

Re: Proposed Crossing Enerfin Field Services LLC Existing 10 inch Pipeline(s) in Fort Bend County, Texas.

Dear Stacy:

This letter is to memorialize that Enerfin Field Services LLC ("EFSLLC") has been notified by Fort Bend County, ("FBC") of FBC's plans to cross EFSLLC's pipelines (the "Pipelines") located in Fort Bend County, Texas as shown on the attached Exhibit A Location and Plans of Project Area, with the reconstruction of the existing south bound entrance ramp for Fort Bend County and Fort Bend County Toll Road Authority.

EFSLLC has no objection to FBC's proposed reconstruction of the south bound entrance ramp over the Pipelines provided that appropriate surface owner(s) agreements have been secured by FBC and that said approval and this letter of no objections is issued subject to and upon the express conditions, terms and requirements as set forth in the Right-of-Way Encroachment Guidelines attached hereto and made a part hereof.

We understand and agree that any handling or manipulation of the Pipelines required by this letter of no objection, including, without limitation, any wrapping, encasing, removal, repair, replacement or burial, shall be at FBC's sole cost and expense. Any disruptions to EFSLLC 's Pipelines resulting from FBC's operations shall be resolved by FBC to EFSLLC 's reasonable satisfaction within forty-eight (48) hours of any such disruption. The parties' contact information for notifications is as follows:

Enerfin Field Services LLC	Fort Bend County
Attn: Chris Russell, Operations Manager P.O. Box 1165 Woodsboro, TX 78393 Phone: 361-543-4866 Cell: 361-543-0477 Fax: 361-543-4864	Attn: Stacy Slawinski 301 Jackson St., 4 <sup>th</sup> Floor Richmond, TX 77469 Phone: 281-633-7500

To the extent of the law, FBC agrees to protect, indemnify and hold EFSLLC, (including its affiliates, contractors, subcontractors, agents, officers, directors, employees, representatives, successors, and assigns) harmless from and against all claims, losses, demands, causes of action, suit, and liability of every kind, type, and character arising out of or associated with the construction, existence, maintenance, repair, and any damages to the Pipelines that result from EFSLLC's crossings and all future operations by FBC within the right-of-way for the Pipelines. The crossings described in this letter of no objection shall endure until the later of: (a) that date FBC ceases the construction, maintenance or operation on the above-described property in Fort Bend County, Texas; or (b) that date that FBC notifies EFSLLC that the crossings described in this letter of no objection will no longer be used by FBC.

If you are in agreement with the above-described arrangement for crossing the Pipelines, please indicate your approval by signing the space provided below.

Sincerely,

Brent Warton  
Director – Midstream Operations

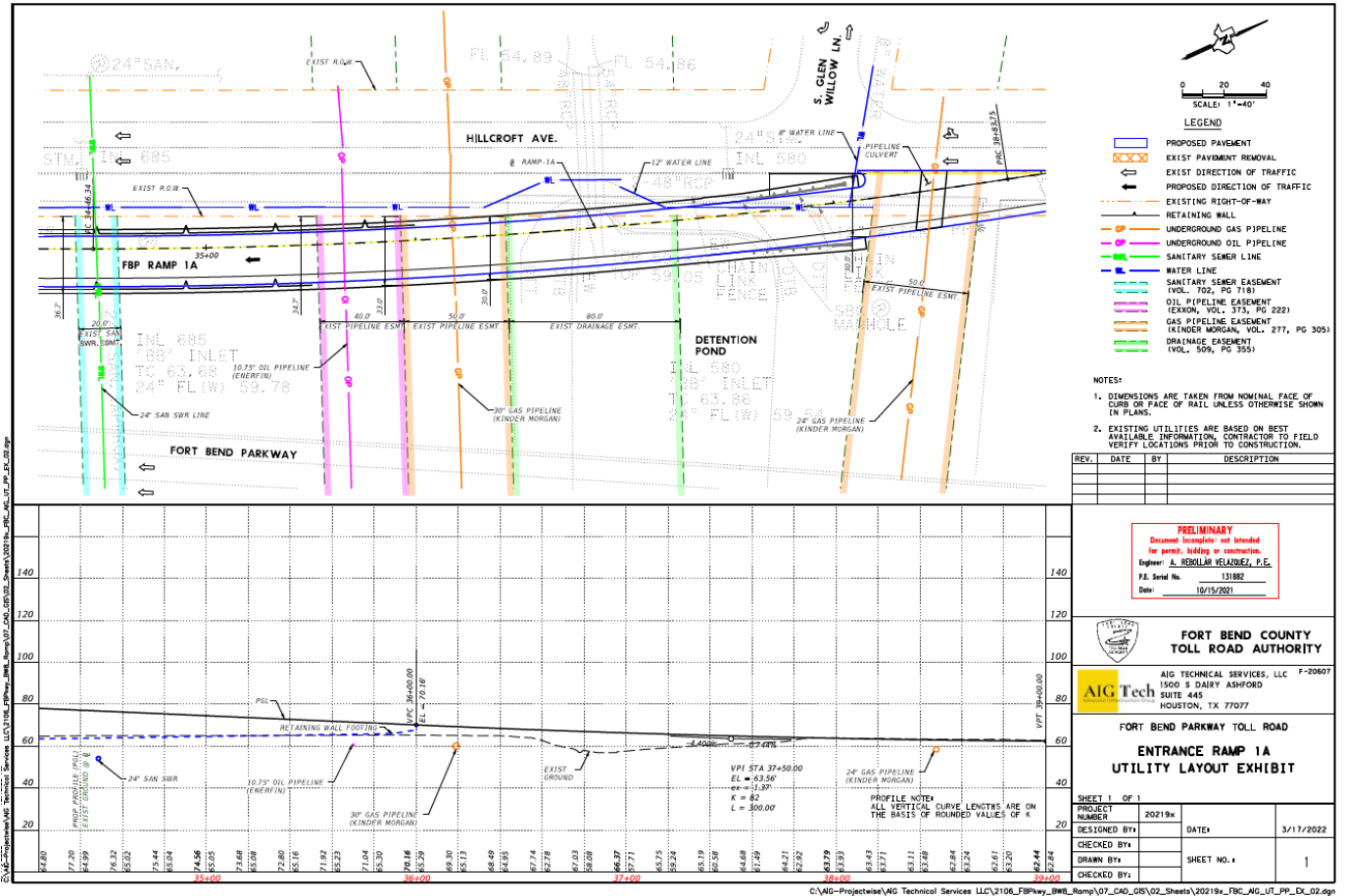
Agreed and Accepted this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

Fort Bend County

By: \_\_\_\_\_  
Name: KP George  
Title: Fort Bend County Judge  
Date: \_\_\_\_\_

# EXHIBIT A

## Location and Plans of Project Area





## Right-of-Way Encroachment Guidelines

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In a continuing effort to provide a safe environment for persons working on or near pipelines operated by **Enerfin Field Services LLC** (Enerfin), the following Right-of-Way restrictions will apply to all work. Deviations from these restrictions will not be allowed without the express written consent of Enerfin. Enerfin operates its pipelines in accordance with the regulations of the U.S. Department of Transportation and other state and local agencies and will enforce any restrictions necessary to protect the pipelines, properties, and safety of the public.

Detailed plans (plan and profile) for proposed construction in the vicinity of the Enerfin pipelines must be submitted to Enerfin for review and approval to determine to what extent, if any, the pipeline right-of-way will be affected by the proposed construction or development. See submission address below.

### GENERAL RESTRICTIONS

1. In accordance with State and Federal laws, contractors must contact the appropriate One Call system(s) at least forty-eight (48) hours prior to beginning any work at the subject site. Please dial 811 to make the One Call notification.
2. No work may commence in or around Enerfin's right-of-way until an Enerfin representative has authorized it to begin. Notice of desired work start date should be given at least forty-eight (48) hours in advance.
3. If it is determined that your project impacts Enerfin's facilities, requiring that investigative and/or protective work be performed on Enerfin's pipelines or appurtenances, a non-refundable advance fee may be required to conduct preliminary engineering design work. Any work performed by Enerfin to remedy such impacts will be entirely at the requestor's expense, which may first require the full execution of our standard Reimbursement Agreement and a deposit with Enerfin of our estimated costs for such work. Any necessary inspection, protection, lowering, adjustment, casing, re-coating, and/or relocation of the pipelines will not be scheduled until: (a) all prerequisite data are compiled; (b) the appropriate agreements are executed; and (c) sufficient funds are received. It is Enerfin's minimum practice to inspect and recondition the pipeline(s) at proposed street and driveway crossings, the costs for which will be borne by the developer or owner.
4. The earth cover over the pipeline shall be maintained and never change in any manner without written consent from Enerfin.
5. No storage area or spoil will be placed on Enerfin's pipeline or right-of-way without authorization from Enerfin. No encroachments of any kind including but in no way limited to signs, monuments, buildings, parking lots (unless approved in advance), structures, trees, shrubs taller than four (4) feet, manholes, swimming pools, wells, leach beds, cesspools, sewer systems or impoundments shall be located within the pipeline right-of-way. The intention of this restriction is to maintain an unobstructed right-of-way. No holes are to be bored or excavated within the boundaries of the right-of-way without the prior approval of Enerfin.
  - a. Directionally drilled injection wells, for the purpose of groundwater contamination remediation activities, will be evaluated on an individual basis upon submittal of a proposal, in writing, to Enerfin. Upon approval by Enerfin, these wells may extend into the subsurface below the pipeline ROW as long as the wellhead assemblies do not project into the surface within the pipeline ROW, and in no instance should the well trajectory be allowed under the pipeline corridor within ten (10) feet of the surface of the ROW. All such wells are to be directionally drilled from outside of the surface ROW.

- b. Injection of chemicals into these groundwater wells will only be allowed following approval of a written proposal submitted to Enerfin detailing the proposed chemical makeup of the injection stream and a satisfactory review of said injection chemicals by Enerfin's engineering staff.
- 6. Construction of any roads, highways, or streets which requires blasting within three hundred (300) feet of the pipeline will require an approved blasting plan in advance.
- 7. A driveway or roadway may be allowed to cross the right-of-way in as close as possible to a perpendicular orientation, subject to written approval.
- 8. All underground facilities crossing the right-of-way must be installed UNDER the Enerfin pipelines at an angle greater than forty-five (45) degrees with a minimum vertical separation of twenty-four (24) inches between the structure and Enerfin's pipeline in a manner acceptable to Enerfin's on-site representative.
- 9. Vehicular travel along an Enerfin easement is prohibited except on roads, highways and streets or by Enerfin personnel and contractors performing pipeline maintenance.
- 10. Logging operations parallel to an Enerfin pipeline may be granted temporary access exceptions by Enerfin personnel allowing debris removal from the logging operation area.
- 11. Any crossings of Enerfin's pipelines with trucks or heavy equipment should be noted in the drawing as crossing may require ramping, matting or air bridging at Enerfin's discretion.
  - a. Heavy equipment will be deemed as any vehicle or powered equipment larger than a standard pickup truck.
  - b. Locations for crossing the pipeline with heavy equipment may be granted at designated areas, but only after a depth survey has been performed and verification of pipeline depth has been established.
  - c. No crossing of the pipeline by heavy equipment will be granted without a minimum depth of five (5) feet cover on the pipeline. Enerfin will decide the necessary protection to protect the pipeline(s). An Enerfin inspector must be present when temporary materials are installed and removed.
- 12. Any permanent structures approved for encroachment upon a right-of-way shall be subject to an amendment to the right-of-way agreement between the subject parties prior to construction.
- 13. The constructor shall assume full liability for any damages to Enerfin facilities due to construction/excavation activities.
- 14. Be advised that our pipeline is cathodically protected and said protection current may have an effect on utility lines that are made of electrically conductive material. You may wish to contact Enerfin concerning measures you can take to protect your metallic pipe from the effects of our cathodic protection system. If your utility line is made of plastic pipe, it will not be affected by our cathodic protection system.
- 15. Restoration of the surface after project completion requires seed with fertilizer and mulching cover to restore ground cover and prevent erosion. Seed blankets, seed mats and sodding are preferred to seeding.

#### **ELECTRICAL, FIBER OPTIC AND COMMUNICATION CABLE CROSSINGS**

- 16. When approved by Enerfin, all electrical, fiber optic and communication cables crossing below (preferred) an Enerfin pipeline should be encased in a High Density Polyethylene (HDPE) casing, which will be large enough to encase all collection system high voltage wires, each in a protective conduit, and any required fiber optic cables, in their individual conduits. The bore under the pipeline will be a minimum of twenty-four (24) inches from the bottom of the pipeline to the top of the HDPE casing and large enough in diameter to install one HDPE casing per circuit. The casing will extend the entire width of the right-of-way.
- 17. When approved by Enerfin, all electrical, fiber optic, and communications cables crossing above an

Enerfin pipeline should be cased across the width of Enerfin's right-of-way and covered with concrete six (6) inches to eight (8) inches thick and a minimum width of six (6) inches on each side and above the conduit.

#### **PIPELINE CROSSINGS**

18. Permanent aboveground markers identifying the crossing pipeline or utility shall be installed and maintained at the limits of Enerfin's right-of-way and/or at the crossing.
19. If it is impractical to install and maintain aboveground markers due to the crossing location, plastic marker tape shall be installed below cultivation level and over Enerfin's pipeline, extending the width of the right-of-way.
20. An approved crossing ABOVE an Enerfin pipeline will need to clear Enerfin's pipeline by twenty-four (24) inches and require a crossing agreement to be executed between the parties.

#### **BORE CROSSINGS**

21. Bored crossings with a clearance of ten (10) feet or less will require the installation of peepholes on both sides of Enerfin's pipeline or a window, two (2) feet below the deepest Enerfin pipeline, at the point of intersection so as to view the drill stem clearance prior to crossing the Enerfin pipeline.

#### **HYDRO-VAC EXCAVATION**

22. Hydro-Evacuation (Hydro-Vac) may be required in some situations to reduce the risk of damage to a pipeline if so deemed by Enerfin.
23. Grounding of the vacuum truck and wand is required and should be tested. Downwind venting of the vacuum truck is required.
24. The water wand tip is to be an oscillation type (circular pattern) to prevent a concentrated water stream; stream nozzles are not allowed.
25. The vacuum wand tip must have a neoprene or equivalent tip to prevent damage to the pipeline coating and surrounding structures.
26. If the excavation site is suspected to contain hydrocarbon-impacted soil, a plan must be developed upfront by the excavator for testing and disposal of soil/water slurry (e.g., lined roll-off bin).
27. Other affected utility and pipeline companies should be informed in advance of intent to use Hydro-Vac to identify any limitations.

#### **FENCE POST/UTILITY POLES**

28. Fence posts, where permitted by Enerfin, shall not be placed within four (4) feet of the pipeline(s). Utility poles and guy wires shall not be placed within Enerfin's right-of-way or within eight (8) feet of Enerfin's pipeline(s).

#### **GENERAL GUIDELINES**

29. All heavy equipment will have a spotter with it at all times while working in Enerfin's right-of-way.
30. Mechanical excavation will cease once the earth has been removed to within eighteen (18) inches of Enerfin's pipeline. The tolerance zone will increase to twenty-four (24) inches at known appurtenances and at all valve/stopples until the appurtenance is exposed. If Enerfin deems it necessary, the excavator shall install a bar across the teeth of the bucket during excavation.
31. Shovels will be used to manually clean the area above and below the line. After the line has been

initially located, the line shall be kept visible to the equipment operator during the excavation process. Mechanical digging will not be allowed closer than six (6) inches from the side and bottom of the pipeline after the line has been exposed per the above procedure.

32. Excavation to initially expose the pipeline shall be parallel with the pipeline unless there are no other options.
33. No excavations shall be made on land adjacent to the pipeline that will in anyway impair or withdraw the lateral support and cause any subsidence or damage to the pipeline. Sheet piling may be required.
34. Crossings shall allow Enerfin's pipeline(s) to be lowered in the future to obtain recommended depth for new construction. Any change in the surface grade or elevation over or along the pipeline(s) and right-of-way must be approved in advance.
35. Temporary crossings for logging activities will be limited to thirty-two (32) feet in width and as near perpendicular as possible.
  - a. Orange temporary construction fencing on T posts shall be installed parallel and adjacent to said pipeline to discourage driving around designated crossings.
  - b. Designated crossings will be a minimum of five (5) feet of cover across the pipeline ROW and will include temporary fencing.
  - c. Installation of temporary fences will be coordinated with Enerfin personnel. No fencing shall be installed until post locations are identified and approved by Enerfin.
36. All backfill on Enerfin's right-of-way shall be mechanically compacted to the top of the pipeline(s) after removal of water and trash. Geo-grids and/or Geo-blankets are to be considered on fill material that will not hold firm compaction.
37. If Enerfin's line is exposed during the excavation, the excavation will be made safe for entry and left open until Enerfin installs test leads.
38. Constructor shall operate equipment that is in good working condition, conducive to a safe working environment, while working on or near Enerfin's facilities. Enerfin's representative shall have the authority to reject the use of equipment to excavate Enerfin's facilities if, in their opinion the equipment is unsuitable to perform the excavation in a safe and prudent manner.

#### **SUBMISSION ADDRESS**

39. Notices, inquiries and detailed construction plans will be submitted to:  
Enerfin Resources Company  
Attn: Contract Management and Administration  
1001 South Dairy Ashford Road, Suite 220  
Houston, TX 77077  
Phone: 713-888-8600  
Fax: 713-888-8629  
Email: [ContractManagement@enerfin.com](mailto:ContractManagement@enerfin.com)