

Damage Prevention Reimbursement Agreement

THIS DAMAGE PREVENTION REIMBURSEMENT AGREEMENT ("Agreement") is made and entered into as of this _____ day of _____, 2024, by and between **Kinder Morgan Crude & Condensate LLC**, a Delaware limited liability company ("Company" or "KMCC"), with an office at 1001 Louisiana Street, Suite 1000, Houston, Texas 77002, and **Fort Bend County, Texas** ("Fort Bend County") whose address 301 Jackson Street, Richmond, TX 77469.

WHEREAS, Fort Bend County desires to build a 50' wide, two lane road with supporting site appurtenances near Hillcroft Avenue and S Glenn Willow Lane in Fort Bend County, as more specifically depicted on Exhibit "A" (the "Project");

WHEREAS, Kinder Morgan Crude & Condensate LLC owns and operates a 24" pipeline in Fort Bend County, (the "Pipeline");

WHEREAS, Fort Bend County will install the concrete barriers over Company's Pipeline to accommodate the proposed Project in a manner that will be sufficient for both Company and Fort Bend County, as depicted in in the drawing attached hereto as Exhibit A, all hereinafter referred to as (the "Work").

WHEREAS, Fort Bend County has agreed to reimburse Company for One Hundred percent (100%) of the total cost for an onsite Damage Prevention Inspector during construction.

NOW THEREFORE, for and in consideration of the premises and the mutual benefits to all parties, and intending hereby to be legally bound, it is understood and agreed as follows:

1. Fort Bend County shall pay Company for One Hundred percent (100%) of the actual costs and expenses incurred by Company to perform damage prevention inspection ("Reimbursement Expenses").
2. Fort Bend County shall prepay Company for Company's estimated Reimbursement Expenses. Company estimates that the Reimbursement Expenses to be incurred by Company and paid by Fort Bend County are **\$20,588.00** ("Estimated Amount"), as described in Exhibit B attached hereto. Such Estimated Amount is a budgetary estimate only, and neither it nor any of the other estimated cost figures herein shall in any way constitute a limit upon the amount of the total actual cost of the Work, including overheads and taxes, incurred by Company, for which Fort Bend County shall be liable to pay hereunder. Such cost estimate is based on the costs of labor current at the time of preparation of the estimate and is subject to revision by and at the discretion of Company to reflect any changes in such cost that may occur prior to the completion of the Work. Such cost estimate makes no provision of encountering unforeseen rock, water, bad weather, or any other unforeseen contingencies in connection with the Work and such contingencies will be included and accounted for in the total actual cost of the Work, for which Fort Bend County agrees to reimburse Company in full.
3. Upon execution of this Agreement, Fort Bend County shall pay Company the Estimated Amount within thirty (30) days of receipt of invoice from Company. Company shall be under no obligation to commence any activities relative to the Work until Fort Bend County has paid Company the Estimated Amount and all authorizations and permits, if any, necessary to complete the Work have been received. Upon receipt of the Estimated Amount,

Company will make arrangements to begin the Work as soon thereafter as reasonably possible. All payments due hereunder shall be in the form of a check made out to Company at the following address:

JPMORGAN CHASE (TX1-0029)
ATTN: Kinder Morgan Crude & Condensate LLC
C/O Kinder Morgan Operating LP A & #734029
14800 FRYE ROAD, 2ND FLOOR
FT WORTH, TX 76155

4. As promptly as reasonably possible, but no sooner than ninety (90) days following completion of the Work, Company shall provide Fort Bend County an accounting for any variance between the Estimated Amount and the total Reimbursement Expenses ("Final Accounting"); provided, however, that Fort Bend County shall be obligated to pay Company for the total Reimbursement Expenses regardless of whether the Reimbursement Expenses are more or less than the Estimated Amount. In the event Fort Bend County owes the Company additional payment to cover the Reimbursement Expenses, the Company will provide a final invoice to Fort Bend County within thirty (30) days after the Final Accounting. Should Fort Bend County fail to make payment of such invoice within (60) days after its receipt of the Final Accounting, Company shall be entitled to collect from Fort Bend County the amount of said invoice together with interest at a rate assessed in accordance with Section 2251.025 of the Texas Government Code. Such interest shall accrue on unpaid amounts, including unpaid interest, compounded monthly, beginning on the payment due date of Company's invoice to Fort Bend County and terminating when such invoice is paid. If the Company owes Fort Bend County a refund of amounts paid, Company agrees to make that refund to Fort Bend County within sixty (60) days after providing the Final Accounting to Fort Bend County.
5. Fort Bend County agrees to perform the Work in accordance with the drawings for the Project as provided to Company and in effect on the date this Agreement is executed and will not make any changes to the Work where the Pipeline is involved without prior written notification to Company. If changes to the Work are made or future changes are made to Fort Bend County's development that affect the Pipeline such that additional adjustments are necessary within Company's currently existing right of way or otherwise affect the property interests of Company, then Company will make said adjustments at the expense of Fort Bend County.
6. From time-to-time Company or its contractor(s) may perform maintenance or construction operations on its Pipeline. During these times, it may be necessary to excavate and expose its Pipeline to make the necessary repairs or for other necessary maintenance or construction activities. It is therefore understood, agreed, and accepted by Fort Bend County that Company shall have the right to maintain and operate the Pipeline, which may include cutting or excavating the Project within Company's right of way, with all costs associated with repairs to the Project as a result of any such operation and maintenance to be at the expense of Fort Bend County. Company, by agreeing to the construction of the Project, does not relinquish any of its rights, titles, or interest in or to its existing right of way.

7. Company will keep all cost records pertaining to the Work in order to have them readily available for Fort Bend County to audit, should they desire to do so. Fort Bend County has the right to audit the records during the regular office hours of Company for a period of two years from the date the Work is completed.
8. Company and Fort Bend County acknowledge and agree that nothing in this Agreement shall operate or be construed as a representation or guarantee that the activities of Company shall result in the Work being successful or completed, or that such activities will be completed by any specific or anticipated date, and Company shall have no liability whatsoever to Fort Bend County for the failure to complete the Work, provided however, while recognizing this is an accommodation without financial incentive to Company, Company will undertake the Work in its normal course of business. The Work undertaken by Company herein shall be provided with NO WARRANTY, EXPRESS OR IMPLIED, AS IS, WHERE IS, WITH ALL FAULTS, AND COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO ITS ACTIVITIES OR ANY MATTER HEREUNDER, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR CONFORMANCE TO MODELS OR SAMPLES OF MATERIAL. To the extent allowed by law, in no event shall Company be liable to with respect to Company's Work or for any losses, costs, liabilities, obligations, or damages arising out of or in connection with such Work, whether arising in contract, tort, (including, but not limited to, negligence or strict liability) or otherwise. IT IS SPECIFICALLY AGREED THAT COMPANY SHALL HAVE NO OBLIGATION WHATSOEVER FOR, AND FORT BEND COUNTY, TO THE EXTENT ALLOWED BY LAW, EXPRESSLY WAIVES, ANY LOST PROFITS, CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, DELAY DAMAGES WITH RESPECT TO THE WORK, OR THIS AGREEMENT, REGARDLESS OF HOW CAUSED.
9. By granting its consent to the Project in conjunction with the performance of the Work, it is understood that Company does not assume any additional responsibility for the protection, operation, and maintenance of the Pipeline because of the Project. In consideration of such consent, Fort Bend County, to the extent allowed by law, agrees to protect, indemnify, and hold harmless Company, its officers, employees, representatives, agents, contractors, and subcontractors from and against any and all claims, demands, actions, expenses (including court costs and attorneys' fees), losses, damages, causes of action, and liability whether with respect to the parties hereto or third parties, for damage to property or injury to or death of persons arising out of or in connection with the performance of either the Work or the Project, except to the extent said claims, demands, actions, expenses, losses, damages, causes of action, and liabilities are caused by the negligence or willful misconduct of Company or its employees or contractors.
10. Fort Bend County shall carry, and cause its contractors and subcontractors to carry, at its and their own expense, in reliable insurance companies satisfactory to Company, insurance to cover its obligations and liabilities under this Agreement, including, but not limited to Worker's Compensation Insurance with Employer's Liability coverage, General Liability Insurance with Contractual Liability coverage, and Automobile Liability Insurance. Fort Bend County further agrees that all policies of insurance that are intended to cover any liabilities, expenses, losses, claims, costs (including attorneys' fees), suits, and causes of action incurred hereunder shall be properly endorsed to waive the insurer's rights of subrogation, under any such policies, against Company.

11. This Agreement shall be effective as of the date first written above upon execution by both Parties hereto and shall remain in full force and effect thereafter until the date that the Parties' rights and obligations under this Agreement, including the right to payment and refund, have been fully satisfied. Company shall have the right to terminate this Agreement in the event Fort Bend County fails to make timely payment of the Estimated Amount in accordance with the payment provisions herein, and/or Fort Bend County causes the proposed construction described herein to be delayed, such that the Work cannot reasonably be completed within two (2) years of the date of this Agreement.
12. This Agreement shall be construed in accordance with the laws of the State of Texas, is subject to all valid laws, rules or regulations of any governmental authority having jurisdiction, incorporates the entire agreement between the parties, may only be changed or amended by written agreement of the parties hereto, and shall be binding on the parties hereto as well as their successors and assigns.
13. This Agreement may be signed in multiple counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon their respective heirs, personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

Fort Bend County, Texas

By: _____
Title:

Kinder Morgan Crude & Condensate LLC

By: _____
Title: