

WHEREAS, of the property described in the Easement, Grantor is the present owner of the following described property, which all of or a portion thereof is subject to the Easement (hereinafter referred to as the "Owned Premises"):

Those certain Drainage Easements more fully described in a Plat from Kevaland Texas Corporation to Fort Bend County Drainage District, dated June 3, 1968, recorded December 31, 1968 as Plat Book 6, Page 14 of the Official Public Records of Fort Bend County, Texas.

WHEREAS, pursuant to authority contained in the Easement KMCC currently owns and operates a 24" diameter pipeline which crosses on, over, along, through and across the "Owned Premises"

WHEREAS, KMCC and Grantor desire to modify and amend the rights granted to KMCC in the Easement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, KMCC and Grantor hereby agree to amend and modify the Easement as follows:

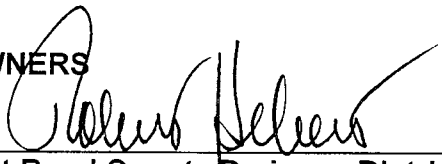
1. The rights granted by the Easement shall be amended to include additional rights which will allow for the transportation of natural gas, oil, crude, gas petroleum products, condensates and distillates including inert gases or natural gas liquids and other hydrocarbon substances which can be transported through a pipeline.
2. KMCC will at all times, after doing any work in connection with the Easement hereby conveyed, restore the premises to its condition prior to the undertaking of such work. KMCC shall limit the use of the Easement as much as reasonably possible. All of KMCC's activities on Grantor's property shall be conducted on the Easement.
3. KMCC agrees to (1) repair any damage caused by KMCC or its contractor's use of the Easement and all areas within Grantor's right-of-way disturbed by the construction, installation, repair, replacement, removal, maintenance and operation of the existing natural gas pipeline to be converted to a crude and condensate pipeline ("Converted Pipeline") to Grantor's reasonable satisfaction; (2) after doing any work in connection with the Easement, to restore the Easement and all areas within said right-of-way disturbed by any new construction, installation, repair, replacement, removal, maintenance and operation of the Converted Pipeline to its condition as reasonably as possible prior to the undertaking of such work, including without limitation, removing all debris generated by KMCC or its contractor's activities within the Easement, re-filling or re-compacting soil to meet the requirements of the Easement and re-seeding and establishing grass coverage (for a period of one (1) year after the work is performed on the Easement) reasonably acceptable to Grantor.

4. Further, KMCC agrees for itself, its successors and assigns, to be responsible to Grantor, its successors and assigns, for the reasonable cost of any repairs, replacements, modifications or alterations to Grantor's property caused by the work, use and operation of the Converted Pipeline under this Easement. In addition, KMCC agrees for itself, its successors and assigns to pay for any reasonable costs or expenses which Grantor may incur in repairing, replacing, modifying, improving or altering Grantor's property and caused by KMCC, its successors, assigns and its contractor's or subcontractor's work on said property.
5. KMCC agrees to require its contractors performing work on the Converted Pipeline to carry and maintain general liability insurance in an amount not less than \$1,000,000.00 per occurrence.
6. KMCC agrees to apply for, and secure from, any federal, state, and local governmental authorities having jurisdiction thereof, and during the term of this Easement to maintain in effect and comply with all permits, licenses and other authorizations required for the purposes of the Easement. KMCC shall pay for all such permits, licenses, and other authorizations and for all renewals thereof required during the term of this Easement.
7. KMCC shall keep the Easement free and clear of any and all liens and encumbrances resulting from any work or act done by KMCC or any of its contractors or subcontractors on said Easement.
8. If any provision of this Easement shall, for any reason, be held in violation of any applicable federal, state or local law, rule or regulation and/or unenforceable, then the invalidity of such specified provision herein shall not be held to invalidate any other provision herein, all of which such other provisions shall remain in full force and effect.
9. Grantor expressly reserves the right to the use and enjoyment of the surface of said premises for any and all purposes, provided that such use will not prevent KMCC from installing, repairing, replacing, removing, maintaining, and operating the Converted Pipeline thereon. Grantor further reserves to itself, its successors and assigns, the right, at its sole cost and expense, to use or cross the Easement with any and all lines, mains, and other facilities for all public and private drainage or utility purposes, or to grant to others these same rights; provided, however, that Grantor, its successors or assigns, shall obtain the prior approval of KMCC, its successors and assigns, of the plans and specifications for any such use by Grantor, its successors or assigns, which approval shall not be unreasonably withheld or delayed, for the construction or installation of such items, and furthermore, all such items shall be constructed, installed, operated, and maintained in accordance with applicable laws, rules, and regulations and shall not interfere with, disturb, or limit in any way any of the purposes for which this Easement is granted.

Except as provided for above, all other terms and conditions of the Pipeline Easement Agreement remain in full force and effect.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment To Pipeline Easement Agreement as of the day and year first above written.

OWNERS

Fort Bend County Drainage District
By: Robert E. Hebert, County Judge
Date: 2-14-2012

Kinder Morgan Crude and Condensate LLC

By: _____ Johnny McGee
ITS: Attorney-in-Fact

STATE OF TEXAS
COUNTY OF Fort Bend

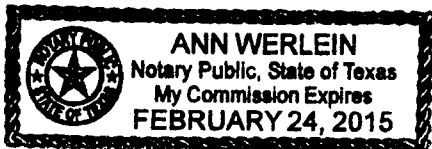
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This instrument was acknowledged before me on the 14 day of February, 2012, by Robert E. Hebert, County Judge.

WITNESS my hand and seal as such Notary Public on this 14 day of February, 2012.

Feb 24, 2015
My Commission Expires


Notary



STATE OF TEXAS

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COUNTY OF HARRIS

This instrument was acknowledged before me on the ____ day of _____, 2012, by Johnny McGee, Attorney-in-Fact of Kinder Morgan Crude and Condensate LLC, a Delaware limited liability company on behalf of said limited liability company.

WITNESS my hand and seal as such Notary Public on this ____ day of _____, 2012.

My Commission Expires

Notary