



Project: Rancho Pipeline Expansion  
Tract #: TX-FB-0083.10000  
TX-FB-0084.10000  
Fort Bend County, Texas

21B

**NOTICE OF CONFIDENTIALITY RIGHTS. IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**PERMANENT EASEMENT AGREEMENT**

This Permanent Easement Agreement (the "Agreement"), dated the \_\_\_\_\_ day of \_\_\_\_\_ 2015, is between **County of Fort Bend**, whose mailing address is 301 Jackson Street, Room 101, Richmond, Texas 77469 (hereinafter referred to as "Grantor", whether one or more), and Enterprise Crude Pipeline LLC, a Texas limited liability company, with offices at 1100 Louisiana, Suite 1000, Houston, Texas 77002 and mailing address for all correspondence to P.O. Box 4324, Attn: Land Dept., Houston, Texas 77210-4324, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND NO/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee a non-exclusive fifty foot (50') wide free and unobstructed permanent easement in order to construct, operate and maintain one (1) pipeline, not to exceed thirty-six inches (36") in nominal pipe diameter (the "Pipeline"), and any appurtenant facilities in, over, through, across, under, and along land owned by the Grantor, as more particularly described in Exhibits "A" and "B" attached hereto ("the Permanent Easement").

Grantor does also hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee temporary workspace (and additional temporary workspace, if any), as more particularly described in Exhibits "A" and "B" attached hereto, in order to construct the Pipeline and any appurtenant facilities in, over, through, across, under, and along the property (the "Temporary Construction Easement") (the "Permanent Easement" and "Temporary Construction Easement" collectively the "Easements"). The term of the Temporary Construction Easement shall be for a period to extend twelve (12) months from the date of construction commencement. However, if Grantee has completed its use of the Temporary Construction Easement prior to the twelve (12) month period, then the Temporary Construction Easement shall immediately terminate. All rights, duties and/or obligations arising by or under this Agreement shall only apply to the Temporary Construction Easement while same in effect.

It is further agreed as follows:

1. The right to use the Easements shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, adding, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of the Pipeline within the Permanent Easement, abandoning in place and removing at will, in whole or in part, the Pipeline, for the transportation of oil, oil products, crude petroleum, natural gas, gas liquids, liquefied minerals, or other mineral solutions, together with above- and below-ground appurtenances as may be necessary or desirable for the operation of the Pipeline, over, across, under and upon the Permanent Easement.
2. Grantee shall bury the Pipeline to a minimum depth of twelve feet (12') below the surface of the ground and any then existing drainage ditches, creeks and roads. Grantee will use heavy wall pipe to accommodate the future fill of the roadway. Further, Grantee shall waive any future casing by Grantor for future improvements for the entire right of way plus ten feet (10') on each end of the anticipated right-of-way. Adjustments of any future improvements by Grantor shall be governed by Paragraph 7 of this Agreement.
3. Grantee shall have the right of ingress, egress, entry and access in, to, through, on, over, under, and across the Easements and where same intersect any public road or public right-of-way or other easement to which Grantee has the right to access and along any roads designated by Grantor, for any and all purposes necessary and/or incident to the exercise by the Grantee of the rights granted to it by this Agreement. Grantee shall promptly repair any damage to Grantor's roads caused by Grantee so as to maintain the roads in as good or better condition as existed prior to use by Grantee.
4. Grantee shall have the right to select the exact location of the Pipeline within the Permanent Easement, which location at the time of initial installation of the Pipeline will be subject to approval of the County Engineer, which shall not be unreasonably delayed, conditioned or denied. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills to ensure proper lateral and subjacent support for and drainage for the Pipeline and appurtenant facilities related to this pipeline project, subject to Grantor's anticipated use of right of way as allowed by and more specifically set forth in Paragraph 7 of this Agreement. In the event that adjustment, relocation, or moving the Pipeline is necessary pursuant to the immediately foregoing, Grantor shall provide a mutually acceptable alternative location for Grantee's Pipeline at no additional charge to Grantee, and the parties agree to amend this Agreement with an updated description and survey plat describing the new location of the adjusted or moved pipeline. Grantor shall give Grantee no less than one hundred and eighty (180) days written notice of Grantor's request to Grantee to adjust, relocate, or move Grantee's Pipeline, and Grantee shall have a reasonable time to complete the adjustment or relocation work.
5. The consideration paid by Grantee in this Agreement includes the market value of the Easements, both permanent and temporary, any and all damages to the Grantor's remaining property and for reasonably anticipated damages caused to the surface of Grantor's lands within the Easements during the initial construction of the Pipeline and related facilities. The initial consideration does not cover any damages, which may accrue to Grantor's other lands, the Permanent Easement from time to time by reason of the operation, maintenance, repair, alteration and/or servicing of the Pipeline or any other damages incurred from time to time as hereinafter more specifically set forth. Grantee shall pay Grantor for any and all other such reasonable damages promptly as they may accrue.

CCM 2/10/15 #21B  
Fort Bend County Clerk  
Return Admin Serv Coord RAC

6. Grantee shall have the right to remove any fence which now crosses or may cross the Easements during initial construction of the Pipeline. Prior to cutting any fence, however, Grantee shall brace the existing fence to be cut adequately on both sides of the proposed cut by suitable H-braces to prevent the remainder of the fence from sagging. Before the fence wire is cut, it is to be attached to the posts in a manner that there will be no slackening of or damage to the wire. Each such wire gap is to be reinforced so as to be strong enough to prevent livestock from passing through same. Upon completion of initial construction operations, each wire gap will be removed and a permanent gate installed, which gate shall be constructed out of similar or better grade materials than already used for existing gates on the property. Each entry and exit gate shall be securely closed and locked, except when Grantee or its authorized personnel are actually passing through same.

7. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor may not use any part of the Easements if such use may damage, destroy, injure, and/or interfere with Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee. Grantor, Grantor's heirs, successors and assigns shall have the right, after review by Grantee, to construct, reconstruct or maintain streets, roads or drives, road ditches, drainage ditches, and utilities, at any angle of not less than forty-five (45) degrees to Grantee's Pipeline over and across the Permanent Easement at such place or places as Grantor may from time to time hereafter select for public or private use. Such crossing may include paved walkways, streets, roads, drives, ditches, and utilities, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantor shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor.

8. Grantee has the right to mow the Permanent Easement and to trim or cut down or eliminate trees or shrubbery as may be necessary to prevent possible interference with the operation of the Pipeline and to remove possible hazard thereto.

9. Grantor shall retain all the oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Grantee agrees to comply in all material respects, at its sole cost, with all applicable federal, state and local laws, rules, and regulations which are applicable to Grantee's activities hereunder, including without limitation, the construction, use, operation, maintenance, repair and service of Grantee's Pipeline, associated equipment and appurtenances thereto.

11. Grantee will, level, re-grade, and reseed the ground disturbed by Grantee's use of the Easements and will maintain the Easements clean of all litter and trash during periods of construction, operation, maintenance, repair or removal. All construction debris shall be cleaned up and removed from Grantor's lands upon completion of installation and construction of the Pipeline.

12. Grantee shall use the Easements solely for the purposes specified in this Agreement. There shall be no hunting or fishing on the Easements or any of Grantor's lands by Grantee, its officers, agents, employees, contractors, invitees, guests or representatives at any time. No firearms or fishing equipment shall be taken on the Easements by Grantee, its officers, agents, employees, contractors, invitees, guests or representatives at any time.

13. Cathodic protection test stations, if necessary for the operation of the Pipeline, as determined by Grantee, may be placed by Grantee at the junction of the Permanent Easement and the fence lines on Grantor's property.

14. This Agreement may be executed in several counterparts, each of which shall be an original of this Agreement but all of which, taken together, shall constitute one and the same Agreement and be binding upon the parties who executed any counterpart, regardless of whether it is executed by all parties named herein.

15. Grantee shall have the right to assign this grant in whole or in part, in which event Grantor acknowledges and agrees that the assignee shall succeed to the rights and obligations of Grantee to the extent conveyed in such assignment.

16. This Agreement constitutes the entire agreement and supersedes any and all prior oral understandings and/or agreements, if any, concerning the subject of this Agreement. Grantor confirms and agrees that Grantor has been made no promise or agreement by Grantee or any agent of Grantee (which is not expressed or referenced specifically within the Agreement) in executing this Agreement, that Grantor is not relying upon any statement or representation of Grantee or any agent of Grantee and that Grantor's execution of this Agreement is free and voluntary; this Agreement may not be modified or amended except on or after the date hereof by a writing signed by the party against whom said modification or amendment is to be enforced and no party shall be liable or bound to any other party in any manner except as specifically set forth herein.

17. With Grantor's consent, which shall not be unreasonably delayed, conditioned or denied, Grantee may replace Exhibits "A" and "B" with a more definitive description and drawing, respectively, of the Easements and record the same in the County Clerk's Office. If the Grantee requires additional work space and/or easement or the final survey of the Easements increases the size of the Easements, then an additional payment shall be made to the Grantor on a pro rata basis. If the final survey does not increase the size of the Easements or include additional work space/easements, then Grantor shall retain all funds paid to it by Grantee with no refund required.

TO HAVE AND TO HOLD the rights, privileges and authority hereby granted unto the Grantee, its successors and assigns, forever, and Grantor does hereby agree to warrant and defend said Easements unto Grantee, its successors and assigns. This Agreement and all of its terms, provisions and obligations shall be covenants running with the land affected thereby and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective heirs, executors, administrators, successors and assigns.

[Intentionally Left Blank]

EXECUTED this 10 day of February 2015.

GRANTOR:  
Fort Bend County  
By: *Robert E. Hebert*  
Robert E. Hebert, County Judge

ACKNOWLEDGEMENT

STATE OF TEXAS §  
COUNTY OF Fort Bend §  
§

This instrument was acknowledged before me on the 10<sup>th</sup> day of February 2015, by Robert E. Hebert, County Judge of and on behalf of Fort Bend County.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10<sup>th</sup> day of February 2015.

*Luisa M. Bowers*  
Notary Public in and for the State of Texas  
Luisa M. Bowers  
(Print Name of Notary Public Here)



GRANTEE:  
Enterprise Crude Pipeline LLC

By: [Signature]  
Name: **Timothy J. Dyk**  
Title: **Agent and Attorney-in-Fact**

ACKNOWLEDGEMENT

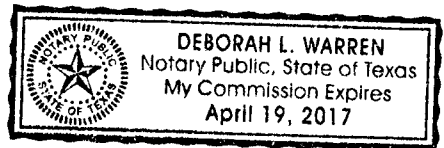
STATE OF TEXAS §  
COUNTY OF Harris §

This instrument was acknowledged before me on the 2<sup>nd</sup> day of February 2015, by Timothy J. Dyk **Agent and Attorney-in-Fact** of and on behalf of **Enterprise Crude Pipeline LLC**.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2<sup>nd</sup> day of February 2015.

[Signature]  
Notary Public in and for the State of Texas

**Deborah L. Warren**  
(Print Name of Notary Public Here)



**PLEASE RETURN RECORDED ORIGINAL TO:**  
Enterprise Crude Pipeline LLC  
ATTN: DOC SPECIALISTS  
4655 Sweetwater Blvd., Suite 600  
Sugar Land, TX 77479

**EXHIBIT "A"**

**DESCRIPTION FOR A PERMANENT EASEMENT  
FORT BEND COUNTY,  
A POLITICAL SUBDIVISION OF THE STATE OF TEXAS**

**A CENTERLINE DESCRIPTION FOR A FIFTY FOOT (50') WIDE PERMANENT EASEMENT, LOCATED IN THE I. & G.N. RR. CO. SURVEY, ABSTRACT NO. 358 AND THE K. HILLYER SURVEY, ABSTRACT 749, FORT BEND COUNTY, TEXAS, AND BEING WITHIN UNRESTRICTED RESERVE "A" BLOCK 1 (10.57 ACRES) CONVEYED TO FORT BEND COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF TEXAS AND DESCRIBED IN DOCUMENT NO. 20050078, OFFICIAL PUBLIC RECORDS, FORT BEND COUNTY, TEXAS. SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING** at a calculated point on the north line of said Unrestricted Reserve "A" Block 1 (10.57 acres), same being the south margin of Fairgrounds Boulevard, for the **POINT OF BEGINNING**;

**THENCE** across said Unrestricted Reserve "A" Block 1 (10.57 acres), the following two (2) courses and distances:

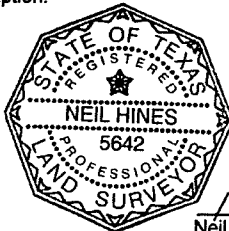
- 1) South 02°55'40" East, a distance of 720.08 feet to a calculated point;
- 2) North 86°33'27" East, a distance of 32.22 feet to a calculated point on the east line of said Unrestricted Reserve "A" Block 1 (10.57 acres), same being the west margin of State Highway 38, for the **POINT OF TERMINATION**.

**TEMPORARY WORK SPACE**

Being an additional seventy-five foot (75) wide strip of land to be used during the construction of the pipeline. The 75 foot wide strip of land will be on the west and south sides, parallel to and coincident with the above described 50 foot wide permanent easement. Said 75 foot wide strip of land shall extend the entire length of the 50 foot wide permanent easement. In addition, adjacent to and across any and all highways, roads, streets, railroads, canals, ditches, streams or other waterways and pipelines and where the bearing of the easement changes, grantee shall have the right to use additional temporary work space as shown on Exhibit "B" for the construction of the pipeline and appurtenant facilities.

**Notes:**

- 1) All bearings are grid bearings and are based on Texas Coordinate System, South Central Zone (4204), NAD83(2007). All distances are represented in grid values, measured in U.S. Survey Feet, and are based on said Horizontal Datum.
- 2) Record information shown herein is based upon a public records search performed by Summit Resources, LLC.
- 3) For additional information, see attached plat of easement (Exhibit "B") made in conjunction with and considered an integral part of this description.

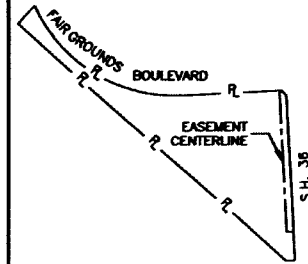


*Neil Hines 23 April 2014*  
Neil Hines  
Registered Professional Land Surveyor  
No. 5642, State of Texas

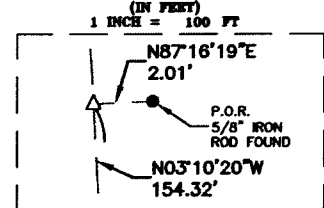
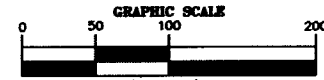
Surveying And Mapping, LLC (SAM)  
4801 Southwest Parkway  
Parkway Two, Suite 100  
Austin, Texas 78735  
Texas Firm Registration No. 10064300

# PLAT OF EASEMENT - EXHIBIT "B" FORT BEND COUNTY, TEXAS

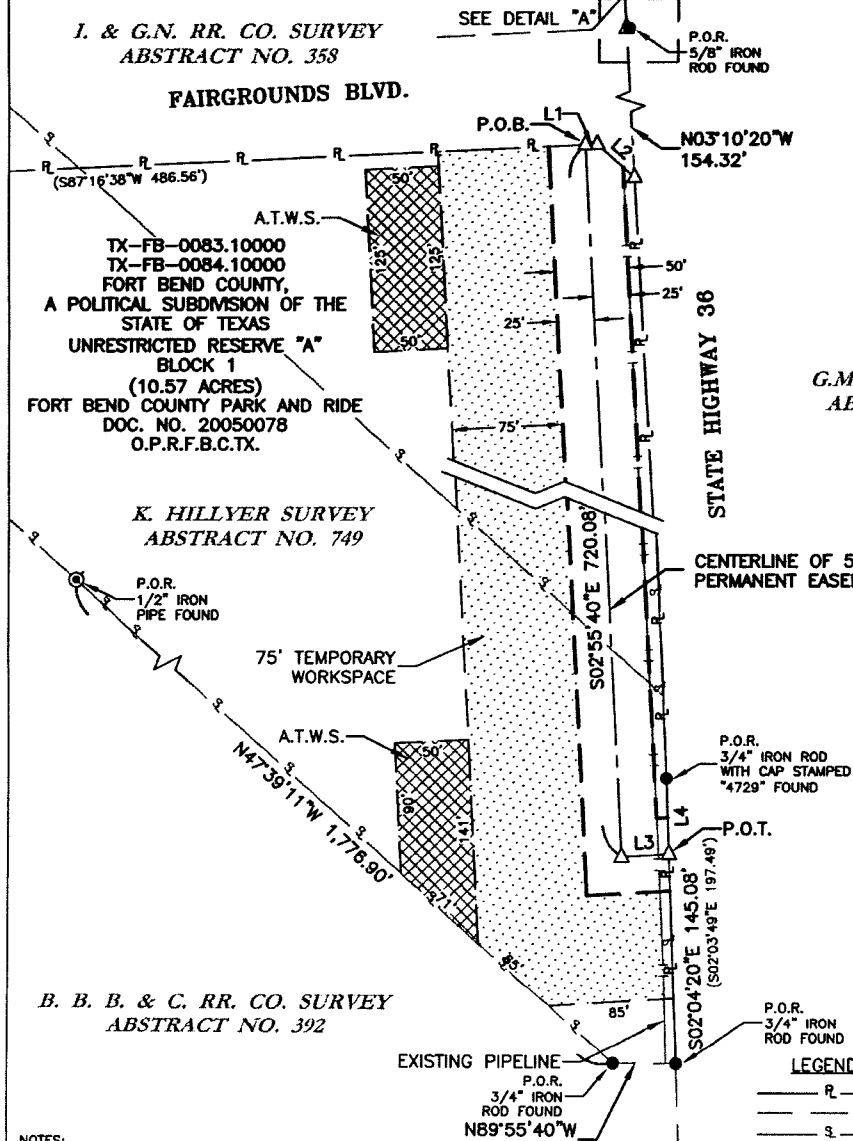
**EASEMENT CENTERLINE LENGTH**  
752.30 FEET (45.59 RODS)  
**PERMANENT EASEMENT AREA**  
0.86 ACRE  
**TEMPORARY WORKSPACE AREA**  
1.49 ACRES  
**ADDITIONAL TEMPORARY WORKSPACE AREA**  
0.28 ACRE



VICINITY MAP - NOT TO SCALE



DETAIL 'A' - NOT TO SCALE



G.M. STONE SURVEY  
ABSTRACT NO. 312

LINE TABLE		
LINE	BEARING	LENGTH
L1	N87°16'19"E	8.09'
L2	S47°46'08"E	34.42'
L3	N86°33'27"E	32.22'
L4	N02°04'20"W	52.37'

- NOTES:**
- ALL BEARINGS ARE GRID BEARINGS AND ARE BASED ON TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD83 (2007). ALL DISTANCES ARE REPRESENTED IN GRID VALUES, MEASURED IN U.S. SURVEY FEET, AND ARE BASED ON SAID HORIZONTAL DATUM.
  - RECORD INFORMATION SHOWN HEREON ARE BASED UPON A PUBLIC RECORDS SEARCH PERFORMED BY SUMMIT RESOURCES, LLC.
  - FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTION (EXHIBIT "A") MADE IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT OF EASEMENT.



NEIL HINES 23 April 2014  
NEIL HINES DATE  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REGISTRATION NUMBER 5642

- LEGEND**
- PARCEL LIMITS
  - ADJOINER PROPERTY
  - APPROXIMATE SURVEY LINE
  - EXISTING PIPELINE
  - IRON ROD OR REBAR FOUND (AS NOTED)
  - CALCULATED POINT
  - O.P.R.F.B.C.T.X.
  - P.O.B.
  - P.O.T.
  - P.O.R.
  - A.T.W.S.
  - RECORD INFORMATION
  - PERMANENT EASEMENT
  - TEMPORARY WORKSPACE
  - A.T.W.S.

PROJECT: RANCHO PIPELINE EXPANSION
JOB NUMBER: 34037
SURVEY DATE: 03/15/2014, 04/03/2014
SCALE: 1"=100'
SURVEYOR: NEIL HINES
TECHNICIAN: AVT
DRAWING: TX-FB-0083.10000.DWG
TRACT ID: TX-FB-0083.10000-0084.10000
PARTYCHIEF: D. COOK, A. FRENCH
FIELDBOOKS: 539, 11204



**SAM**  
SURVEYING • AERIAL MAPPING • ENGINEERING

4801 SOUTHWEST PARKWAY  
BUILDING TWO, SUITE 100  
AUSTIN, TEXAS 78755  
OFF: 512.447.0575  
FAX: 512.326.3029  
EMAIL: INFO@SAM.BIZ

Texas Firm Registration No. 10064300

50' WIDE PERMANENT  
EASEMENT ACROSS THE  
FORT BEND COUNTY, A POLITICAL  
SUBDIVISION OF THE STATE OF TEXAS TRACT  
FORT BEND COUNTY, TEXAS

**FILED AND RECORDED**  
**OFFICIAL PUBLIC RECORDS**

*Laura Richard*

Laura Richard, County Clerk  
Fort Bend County, Texas

February 11, 2015 12:25:31 PM

FEE: \$0.00 KA  
EASEMENT

2015014557

