



September 13, 2016

Fort Bend County
c/o EHRA, Inc.
10555 Westoffice Drive
Houston, Texas 77042

RE: Letter of No Objection: PROPOSED INSTALLATION OF FACILITIES: ONE 24' PUBLIC ROAD, GUARD RAIL & PLACEMENT OF FILL (CANE ISLAND PARKWAY EXTENSION) OVER ENSTOR KATY STORAGE AND TRANSPORTATION, L.P.'S EXISTING EASEMENT CONTAINING A 20" DUAL HEADER PIPELINE SYSTEM & FIBER OPTIC LINE IN KATY, TX, FORT BEND COUNTY (TX-23393)

Dear Fort Bend County:

Enstor Katy Storage and Transportation, L.P. ("Enstor") has no objection to the proposed installation of one 24' wide public road, guard rail & placement of fill ("Proposed Road") by EHRA, Inc., and as authorized by Fort Bend County ("Road Owner") which will cross over Enstor's existing easement containing a 20" dual header pipeline system and fiber optic line ("Enstor Pipelines and Telecommunication") in the manner shown in those certain construction drawings dated April 22, 2016, provided to Enstor by EHRA, Inc., attached hereto as **Exhibit A**, and made a part hereof; provided, however, that this approval is subject to the terms and conditions set forth in this **Letter of No Objection** and Road Owner's agreement, evidenced by its execution below, to adhere to the following terms & conditions:

1. An Enstor representative must be present for all excavation and matting activities near Enstor's easement area, as described in the instrument creating such easement. Road Owner shall notify Enstor's Representative at least forty-eight (48) hours prior to any work near Enstor Pipelines & Telecommunication. Contacts for Enstor's Representatives are:

Alan Woytek, Facility Manager – 713-805-1022(mobile); 281-395-7050 (office)
Nick Nicodemus, Director – 713-254-5752 (mobile); 281-374-3089 (office)

2. Road Owner shall perform all "One-Call" damage prevention notifications as may be required by local, state or federal regulations prior to any excavation on Enstor's easement.

20329 State Highway 249, Suite 400, Houston, TX 77070
Telephone (281) 374-3050
www.enstorinc.com

3. Road Owner may install the Proposed Road over Enstor's Pipelines & Telecommunication, provided that a three foot (3') solid vertical clearance is maintained between the top of Enstor's Pipelines & Telecommunication and the bottom of the Proposed Road.
4. Road Owner will install supports on Enstor's Pipelines & Telecommunication in the event that Enstor's Pipelines & Telecommunication are exposed for more than forty feet (40'). An Enstor representative must be present during any such work.
5. Excavation by mechanical means shall only be allowed over and alongside Enstor's Pipelines & Telecommunication to within 24" of Enstor's Pipelines & Telecommunication. Excavation closer than 24" to Enstor's Pipelines & Telecommunication shall be performed by hand.
6. Machine excavation over Enstor's Pipelines & Telecommunication shall only be done with a bucket that has smooth sides and mouth or has the digging teeth barred. All digging with a bucket shall be parallel with the Enstor's Pipelines & Telecommunication. Digging will not be performed across or perpendicular to Enstor's Pipelines & Telecommunication.
7. Road Owner will install the Proposed Road in such a manner that any crossing of Enstor's Pipeline and Telecommunications will cross at a horizontal angle of 90 deg. or as close thereto as possible. In no event will the Proposed Road be installed to cross Enstor's Pipeline and Telecommunications at a horizontal acute angle less than 45 degrees, or a horizontal obtuse angle greater than 110 degrees.
8. Road Owner expressly understands and agrees that Enstor's Pipelines & Telecommunication is cathodically protected and that (a) Road Owner will operate and maintain the Proposed Road in such a manner as not to interfere in any way with the cathodic protection of Enstor's Pipelines & Telecommunication; and (b) Enstor shall have no liability to Road Owner or to any third party as a result of any damages or other adverse effects which Enstor's cathodic protection may have on the Proposed Road or other property of third parties.
9. Road Owner agrees to take all necessary precautions, as determined by Enstor's on-site representative, to prevent stress or damage to Enstor's Pipelines & Telecommunication. Such precautions or procedures may include, but are not limited to, the placement of mats over Enstor's rights-of-way. All equipment crossing Enstor's Pipelines & Telecommunication shall be done as close to ninety (90) degrees as possible and at specific locations, per Enstor's directions. In no event shall equipment cross Enstor's Pipeline and Telecommunications at a horizontal acute angle less than 45 degrees, or a horizontal obtuse angle greater than 110 degrees.
10. In the event the coating on Enstor's Pipelines & Telecommunication is damaged during the work, Road Owner will repair the coating per Enstor's specifications.

11. No permanent structures (e.g. fences, etc.) other than the Proposed Road are permitted on Enstor's easement and Road Owner will be required to survey and mark Enstor's easement, if necessary.
12. All work and clean-up within Enstor's existing easements will be done to the satisfaction of Enstor's on-site representative.
13. The ground cover over Enstor's Pipelines & Telecommunication will not be reduced below the existing grade.
14. **TO THE FULLEST EXTENT ALLOWED BY LAW, ROAD OWNER AGREES TO PROTECT AND HOLD HARMLESS ENSTOR, ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, PARTNERS, MEMBER, MANAGERS, REPRESENTATIVES, SUBSIDIARIES, AND OTHER AFFILIATED COMPANIES (COLLECTIVELY, "ENSTOR") FROM AND AGAINST ALL CLAIMS, LOSSES, COSTS (INCLUDING, BUT NOT LIMITED TO, REASONABLE AND NECESSARY ATTORNEY'S FEES AND COURT COSTS AND OTHER COSTS OF SUIT), DEMANDS, DAMAGES, JUDGMENTS, PENALTIES, LIABILITIES, DEBTS, EXPENSES, AND CAUSES OF ACTION OF WHATEVER NATURE OR CHARACTER, AND WHETHER ARISING OUT OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTY, PRODUCTS LIABILITY, PREMISES LIABILITY, MISREPRESENTATION, VIOLATION OF APPLICABLE LAW, ACT OR OMISSION, AND/OR ANY CAUSE WHATSOEVER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF (INCLUDING, WITHOUT LIMITATION, THE NEGLIGENCE OF ENSTOR), INCLUDING, WITHOUT LIMITATION, CLAIMS DUE TO ACTUAL OR ALLEGED BODILY INJURY, DEATH, ENVIRONMENTAL HARM, OR PROPERTY DAMAGE (COLLECTIVELY, "CLAIMS"), WHICH IN ANY WAY ARISE OUT OF OR ARE RELATED TO 1) ROAD OWNER'S PRESENCE ON OR AROUND THE ENSTOR'S RIGHTS-OF-WAY OR EASEMENTS OR 2) ROAD OWNER'S PERFORMANCE OR NON-PERFORMANCE OF THE OBLIGATIONS CONTAINED IN THIS DOCUMENT. THESE OBLIGATIONS SHALL APPLY TO ANY CLAIMS WHICH ARE ASSERTED BY OR AGAINST OR ARISE IN FAVOR OF ROAD OWNER, ITS CONTRACTORS OR SUBCONTRACTORS, ITS OR THEIR AGENTS, REPRESENTATIVES, EMPLOYEES, INVITEES OR INSURERS, SPOUSES OR RELATIVES OF ANY OF THE FOREGOING, ANY OTHER THIRD PARTY, OR ANY ONE OR MORE OF THEM. THESE OBLIGATIONS SHALL NOT APPLY TO ENSTOR WITH RESPECT TO ANY CLAIMS RESULTING FROM ENSTOR'S SOLE NEGLIGENCE (OTHER THAN IMPUTED NEGLIGENCE) OR WILLFUL MISCONDUCT.**
15. In addition to the assurances provided above in Section 14, Road Owner agrees to be responsible for and assume all liability for and to defend, release, and hold harmless, to the fullest extent allowed by law, Enstor from and against all Claims arising in

connection with damage to or the loss or destruction of Proposed Road, without regard to the cause, and regardless of whether such damage, loss, or destruction is related to the installation, repair or replacement of Enstor's Pipeline and Telecommunications.

16. The Road Owner shall maintain, during the course of construction and excavation, insurance of the type, in the amount and under the terms set forth below and in **Exhibit B** attached hereto and made a part thereof. Enstor shall be included as an additional insured on each policy except Worker's Compensation and Employer's Liability. Road Owner shall obtain a waiver of subrogation against Enstor from each such insurer on every policy. In addition to the aforesaid requirements, all required insurance policies shall be endorsed to (i) be primary as to any other insurance policy carried by any member of Enstor, notwithstanding any "other insurance" clause(s) contained in any insurance policy, (ii) cover contractual liabilities and (iii) provide that no cancellation or material change shall become effective except upon thirty (30) days prior written notice to Enstor. Certificates of Insurance on all policies shall be furnished to Enstor prior to the time construction and excavation is commenced.

- (a) Commercial General Liability Insurance ("**CGL**") with minimum limits of \$1,000,000 Bodily Injury and Property Damage each occurrence, including Contractual Liability insuring the assurances contained in the Agreement, product completed operations coverage and Broad Form property damage coverage, but shall not contain an XCU exclusion. If the CGL policy is written on a "claims-made" basis and is non-renewed or canceled during the term of the construction and excavation period, Road Owner must obtain and provide an extended reporting provision endorsement in which the extended reporting period is not less than thirty-six (36) months. If the CGL policy is written out on an "occurrence" basis, there shall be no "sunset clause" or similar provision that could cancel or curtail coverage for claims following any non-renewal or cancellation. If, at any time during the term of this Agreement, successive CGL policies are written on a "claims-made" basis followed by an "occurrence" basis, or vice versa, Contractor must procure and maintain appropriate "tail" or "nose" coverage so that no coverage gaps whatsoever occur during the term of this Agreement.
- (b) Umbrella Liability Insurance of not less than \$5,000,000 per occurrence in excess of the specified primary limits for Employer's Liability, Commercial General Liability. This requirement may be reduced or waived by certain supervisors as designated by the regional vice president or other department head, depending on the level of risk for the work being performed or written amendment to Enstor.
- (c) If the work to be performed relates to construction involving materials and equipment valued at more than \$50,000, "All Risks" Builders' Risk Insurance covering such materials and equipment in transit to the job site prior to the time such materials and equipment are accepted by the Road Owner, in an amount not less than contract price.

(d) No insurance shall be self-insurance except with the prior written consent of Enstor and provided that all self-insured retentions and deductibles related to any required insurance coverage shall be for the account of Road Owner, such that all self-insurance shall respond in coverage as it were an insurance policy maintained by Road Owner with a third-party insurance carrier.

17. Any changes to Exhibit A must be approved by Enstor prior to commencement of the installation of the Proposed Road.

18. In the event any provision of this Agreement is inconsistent with or contrary to any applicable laws, said provision shall be deemed to be modified to the extent required to comply with such Laws, and this Agreement, as so modified, shall remain in full force and effect.

All references to Road Owner herein shall include, but not be limited to, Road Owner's employees, contractors, agents and assigns. Please sign below indicating your acceptance and agreement to the foregoing terms and return one original by mail and by email scan to nick.nicodemus@enstorinc.com prior to beginning work. If I can be of further assistance, please let me know.

Sincerely,

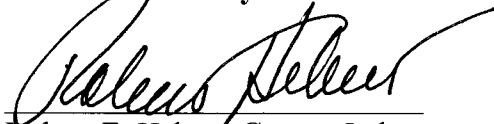


Nick Nicodemus
Director, Land & Regulatory



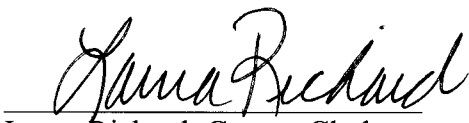
Agreed and accepted this 27th day of September 2016.

Fort Bend County



Robert E. Hebert, County Judge

ATTEST:



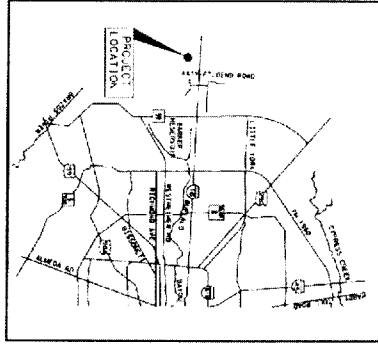
Laura Richard, County Clerk



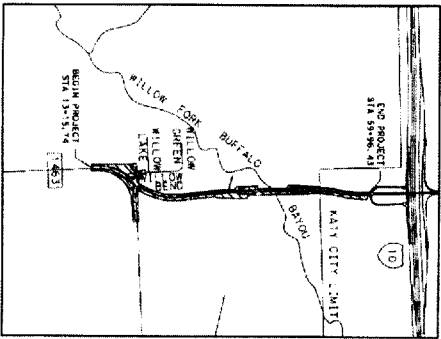
EXHIBIT A

DATE: 4/22/2016 10:57:46 AM Cane Island Parkway
FILE: P:\21-09-54\Drawings\CAD\Cane Island Parkway\1 - front Matter\SDI-COVER.dgn

P:\21-09-54\Drawings\CAD\Plotting\PDF_Gray_McLayrs.plt



VICINITY MAP
NTS



LOCATION MAP
FORT BEND COUNTY
MAP PAGE 483 H
NTS

FORT BEND COUNTY ENGINEERING
DEPARTMENT

CANE ISLAND PARKWAY

FM 1463 TO IH10

FORT BEND COUNTY PROJECT NO. 735
PRECINCT 3

RICHARD MORRISON
COMMISSIONER PRECINCT 1

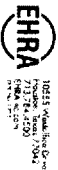
ANDY MEYERS
COMMISSIONER PRECINCT 3

ROBERT E. HEBBERT
COUNTY JUDGE

GRADY PRESTAGE
COMMISSIONER PRECINCT 2

JAMES PATTERSON
COMMISSIONER PRECINCT 4

FORT BEND COUNTY
ENGINEERING DEPT.
DECEMBER 2015



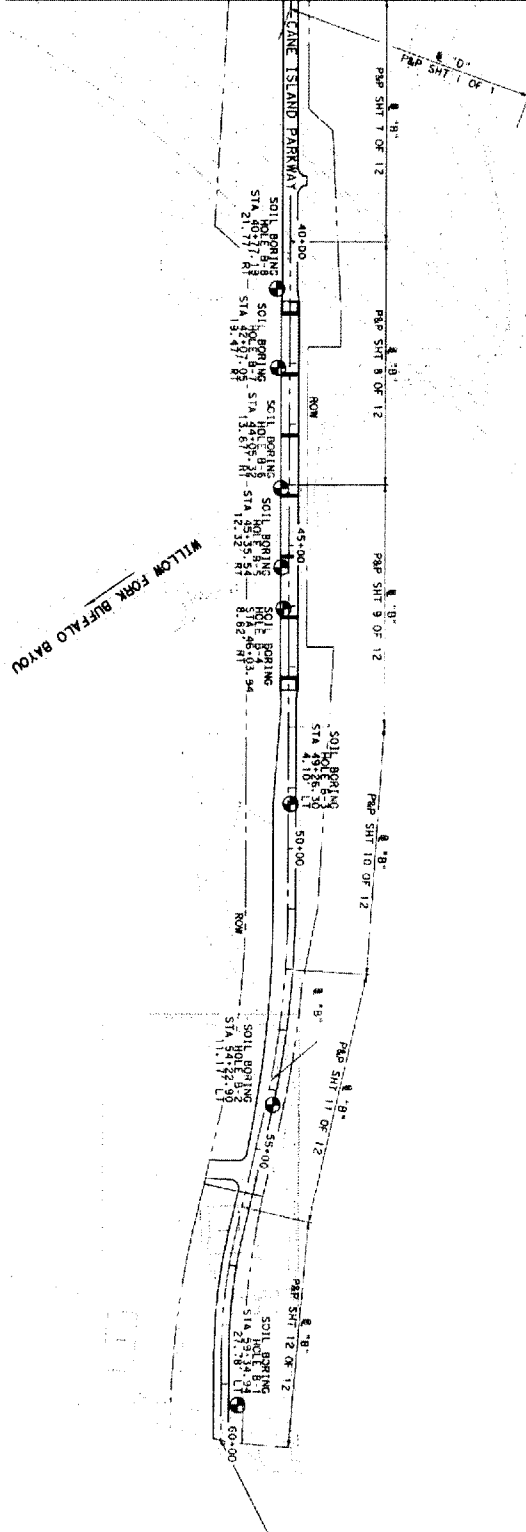
RICHARD W. STOLLES, P.E. DATE
COUNTY ENGINEER

ISSUED FOR PERMITS/
NOT FOR CONSTRUCTION



Signature: [Handwritten Signature]
4/22/16

MATCH LINE STA 36+00



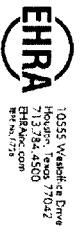
ISSUED FOR PERMITS
 NOT FOR CONSTRUCTION

PROJECT LAYOUT 2.000

NO.	DATE	REVISION	APPROVED



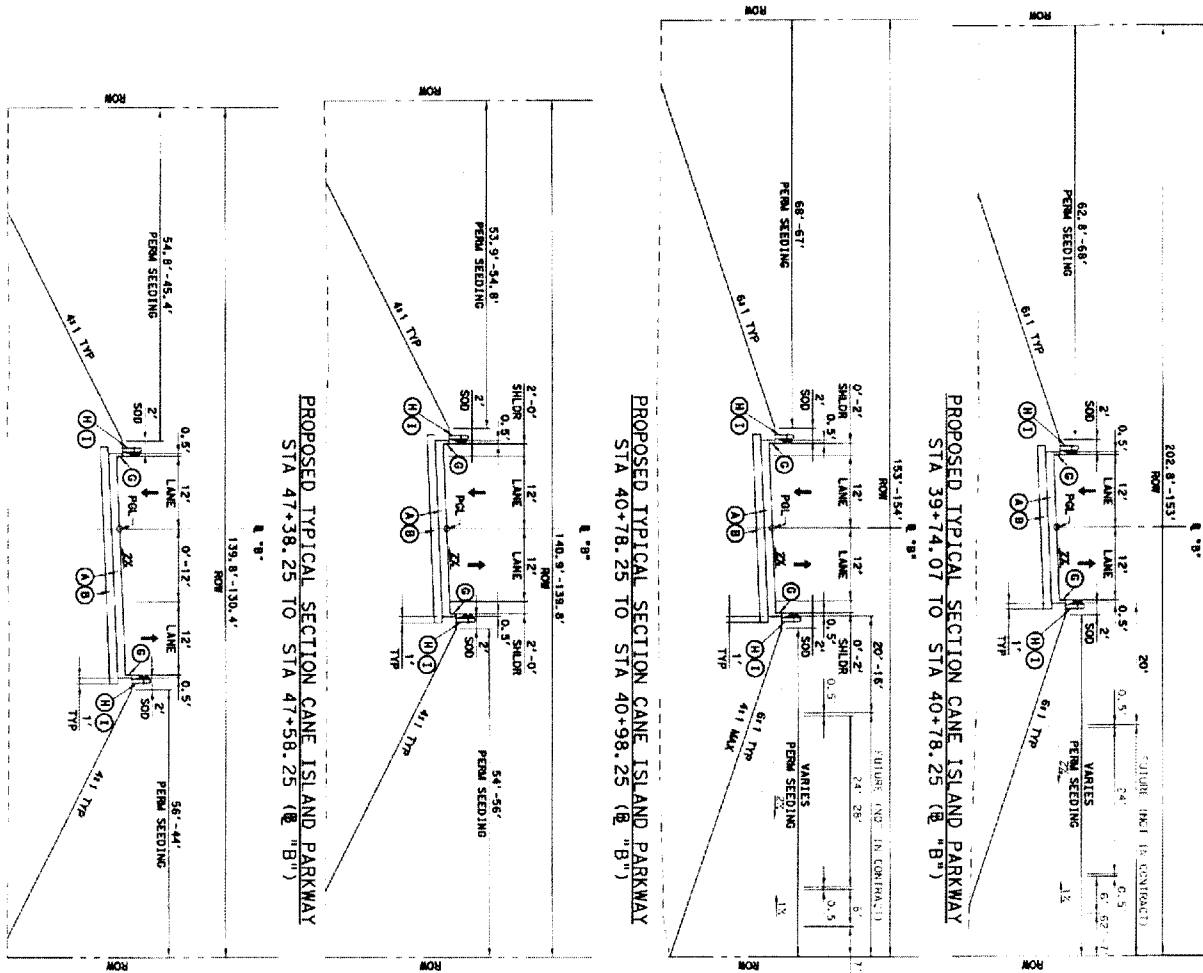
PORT BEND COUNTY, TEXAS



CANINE ISLAND PARKWAY (FM 1463 TO 1410)
 PROJECT LAYOUT

DRN:	FJS	PROJECT NO.	1463 TO 1410
CDR DRN:	SS	FORM NO.	FORM ISLAND
DRW:	FJS	STATE COUNTY	STATE ISLAND
CHK DRN:	SS	TEXAS	391 DEVI
		SHEET NO.	3

SHEET 2 OF 2



PROPOSED TYPICAL SECTION CANE ISLAND PARKWAY
 STA 47+58.25 TO STA 49+19.14 (8' "B'")

PROPOSED TYPICAL SECTION CANE ISLAND PARKWAY
 STA 40+78.25 TO STA 47+58.25 (8' "B'")

PROPOSED TYPICAL SECTION CANE ISLAND PARKWAY
 STA 39+74.07 TO STA 40+78.25 (8' "B'")

ISSUED FOR PERMITS/
 NOT FOR CONSTRUCTION

VERTICAL ALIGNMENT CONTRACTS ON DRAWING

- LEGEND**
- 1 8" CONC PAVT (RCP)
 - 2 8" CONC PAVT (RCP)
 - 3 8" CONC PAVT (RCP)
 - 4 1.5" HA TR-C SAC-A PG TO-22
 - 5 1.5" HA TR-C PG TO-22 (LEVEL-UP)
 - 6 10" OR 2 PG TO ASPHALT STAB BASE
 - 7 8" OR 2 PG TO ASPHALT STAB BASE
 - 8 CONC CURB (TY 11)
 - 9 METAL BEAM GUARD FENCE
 - 10 RIPRAP (CONCRETE)
 - 11 PROP DIRECTION OF TRAFFIC
 - 12 DRAINAGE ACCESS PATHWAY

- NOTES:**
1. FUTURE ROADWAY IS SHOWN FOR INFORMATION ONLY. FUTURE ROADWAY IS NOT SHOWN PAST BRIDGE FOR CLARITY ON PROPOSED ROADWAY.
 2. FOR METAL BEAM GUARD FENCE OVERLAP, LIMITS SEE PLAN & PROFILE SHEETS.

NOT TO SCALE

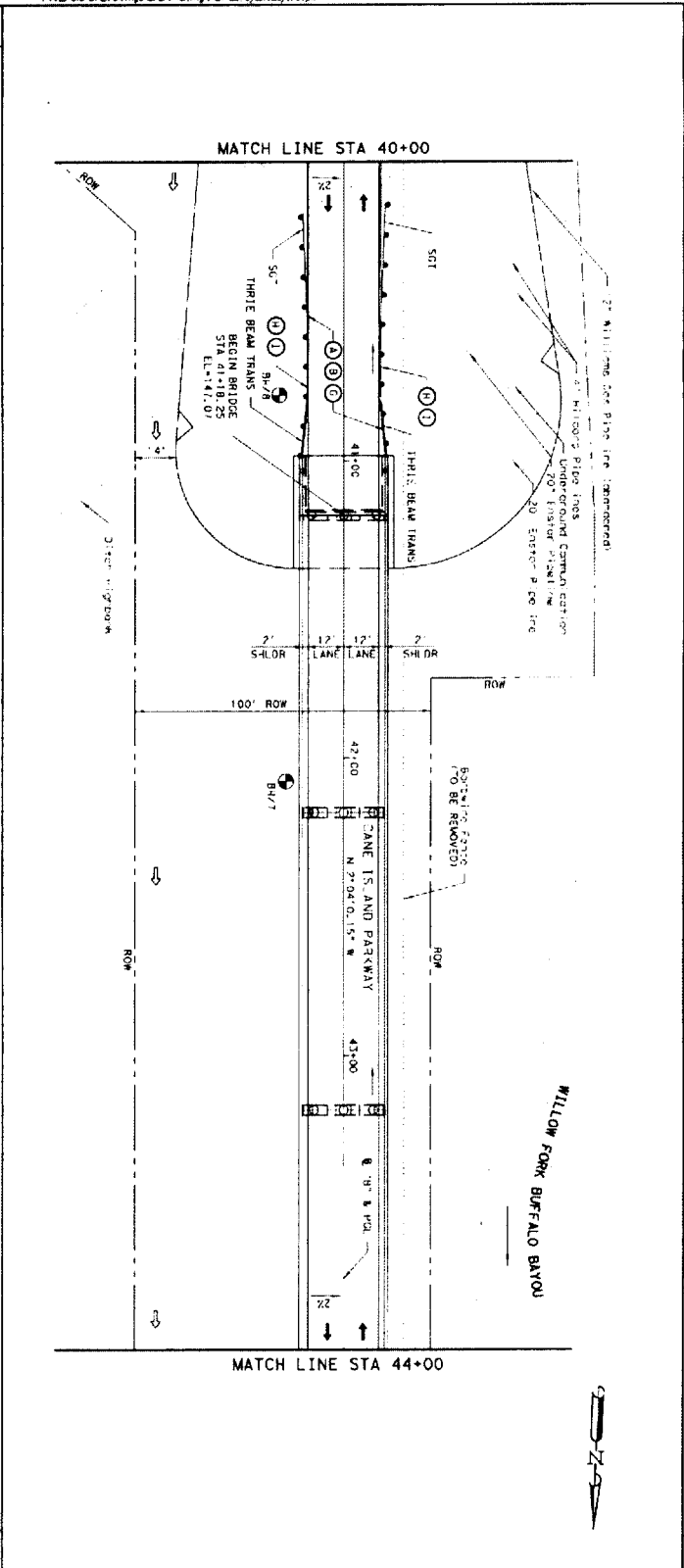
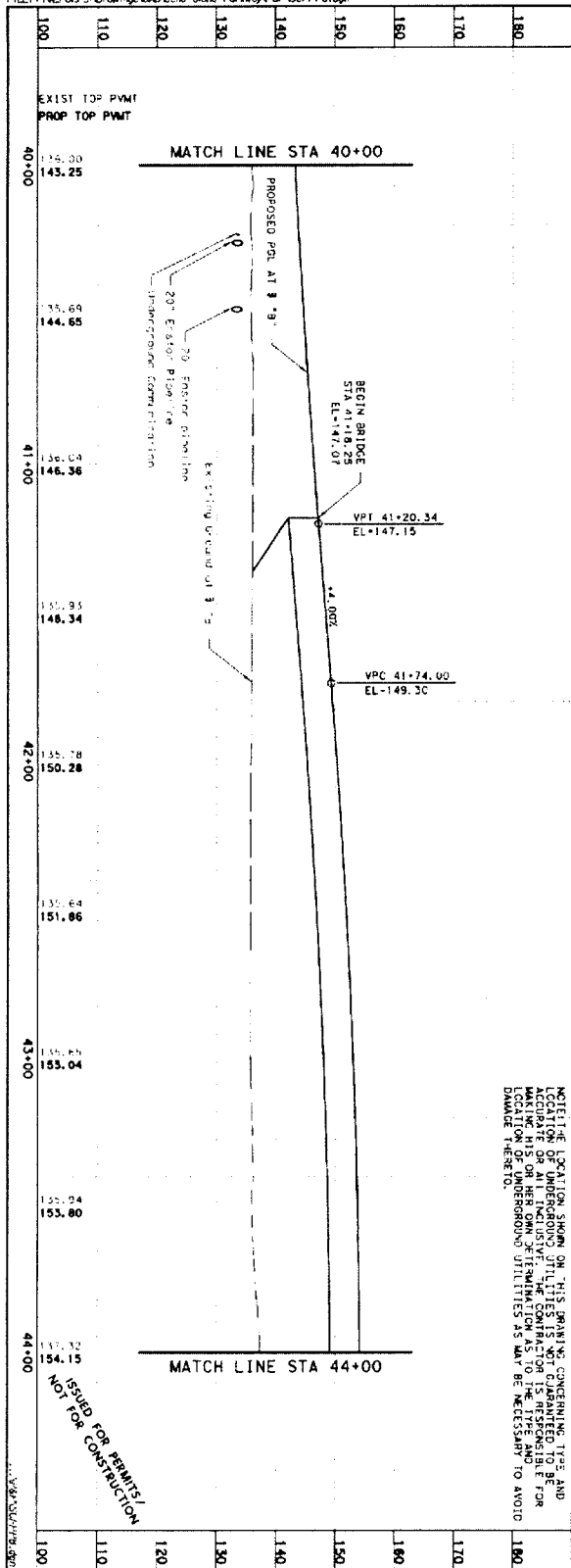
NO.	DATE	REVISION	APPROVED

FORT BEND COUNTY, TEXAS

10555 Woodloch Drive
 Houston, TX 77036
 713.784.4500
 EHRACorp.com
 1881-77-738

CANE ISLAND PARKWAY (FM 1463 TO IH10)
 TYPICAL SECTIONS

CANE ISLAND PARKWAY		SHEET 4 OF 6	
DATE	PROJECT NO.	DATE	HIGHWAY NO.
4/22/16	102859	4/22/16	1463
DESIGNER	STATE	COUNTY	SHEET NO.
EHRA	TX	FORT BEND	4



NOTICE: LOCATION SHOWN ON THIS DRAWING CONCERNING TYPE AND LOCATION OF UNDERGROUND UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR COMPLETE. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE LOCATION OF UNDERGROUND UTILITIES AS NECESSARY TO AVOID DAMAGE THERETO.

10545 Woodland Cove
 Houston, TX 77036
 713.784.4300
 EHR&A.com
 12/26/11

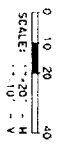
EHR&A

102859
 4/22/16

FORT BEND COUNTY, TEXAS

CANE ISLAND PARKWAY (FM 1483 TO IH10)
 PLAN & PROFILE
 @ "B"

SHEET 8 OF 12
 PROJECT NO. HIGHWAY NO.
 DRAWING NO. 77022
 COUNTY FINE ISLAND
 COUNTY SHEET NO.
 TEXAS FORT BEND TO



- LEGEND**
- ① 6" CONC PAVT (RCP)
 - ② 8" LIKE TREATED SUBGRADE
 - ③ 1.5" HMA TY-C-S&C-A PG 70-22
 - ④ 1.5" HMA TY-C-PG TO-22 (LEVEL-UP)
 - ⑤ 10" OR 2 PG TO ASPHALT STAB BASE
 - ⑥ 8" OR 2 PG TO ASPHALT STAB BASE
 - ⑦ CONC CURBITY (11)
 - ⑧ METAL BEAM GUARD FENCE
 - ⑨ RIPRAP (DOWNSTRIP)
 - ⑩ RIPRAP (UPSTREAM)
 - ⑪ DRAINAGE DIRECTION OF TRAFFIC
 - ⑫ DRAINAGE ACCESS PATHWAY
- NOTE: ALL MINIMUM PAVTMA MUST BE KEPT CLEAR FOR DRAINAGE DISTRICT ACCESS TO WILLOW FORK OF BUFFALO BAYOU.



WILLOW FORK BUFFALO BAYOU

ISSUED FOR PERMITS
 NOT FOR CONSTRUCTION

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Enstor Katy Storage and Transportation, L.P.
Houston, TX United States

Certificate Number:
2016-111516

Date Filed:
09/13/2016

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

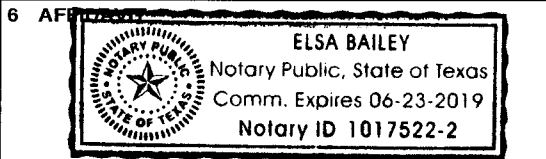
Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

20723
Letter of No Objection

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

[Handwritten Signature]

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said NICK NICODEMUS, this the 13th day of SEPTEMBER 2016, to certify which, witness my hand and seal of office.

[Handwritten Signature] Elsa Bailey Notary Public
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Enstor Katy Storage and Transportation, L.P.
 Houston, TX United States

Certificate Number:
 2016-111516

Date Filed:
 09/13/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Fort Bend County

Date Acknowledged:
 09/28/2016

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 20723
 Letter of No Objection

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath