

147



ENCROACHMENT AGREEMENT (LANDOWNER)

ENCROACHMENT AGREEMENT

Tract: 134

County: FORT BEND

State: TEXAS

THIS AGREEMENT is made and entered into this 5 day of September, 2017 by and between Copano NGL Services LLC, a Texas limited liability company (the "Company"), with an office at 1001 Louisiana Street, Suite 1000, Houston, Texas 77002, and The County of Fort Bend, Texas (the "Owner") whose address is 301 Jackson Street, Richmond, Texas 77469. Company and Owner may be individually referred to in this Agreement as a "Party" and collectively as the "Parties".

WHEREAS, Shell Pipe Line Corporation entered into a certain Right of Way Contract (the "Company Easement") executed on February 7, 1929 and recorded on March 6, 1929, in Volume 125, Page 139 of the County Court of Fort Bend Texas, and;

WHEREAS, Copano NGL Services LLC is successor to Shell Pipe Line LLC and to the above-referenced Right of Way Contract, and;

WHEREAS, Company operates certain pipeline and pipeline related facilities (the "Company Facilities") under, upon, over, through and across the Company Easement, and;

WHEREAS, Owner owns all or a portion of the property (the "Parcel"), which is subject to the Company Easement, described as follows:

A tract of land containing 81.023 acres, more or less, out of Tracts 1 and 2 of a division of the Hoyt tract of land out of the D.A. Couner, Thomas Cresap and Charles W. Schrimpf Surveys in Fort Bend County, Texas, which 81.023 acre tract is more particularly identified and described on the Exhibit A which is attached to the Patterson Agreement; and which tract is subject to all valid and subsisting easements, reservations, exceptions, and interests affecting the above described lands, property of Fort Bend County, Texas, and;

WHEREAS, Company is hereby willing, at the request of Owner, to allow Owner to construct, own, operate, maintain, use and remove at Owner's sole risk and expense, the expansion of Cane Island Parkway over the existing 6" lines (the "Encroachment") on the Parcel within the Company Easement at the location or locations designated in Exhibit "A" attached hereto and made a part hereof.

NOW, THEREFORE in consideration of the mutual covenants herein stated, Company and Owner agree as follows:

1. Company agrees to allow the construction, ownership, operation, maintenance, usage and removal of the Encroachment within the Company Easement, but only insofar as the Encroachment affects the Company Easement within the Parcel. The permission granted herein is limited exclusively to the Encroachment.
2. Except as specifically set forth in Exhibit "A",
 - a. Owner shall construct, own, operate, maintain, use and remove the Encroachment in accordance with NGPL's O&M Procedure 204 OM200-29 titled "Guidelines for Design and Construction near Kinder Morgan Operated Facilities," which is attached hereto as Exhibit "B" and made a part hereof. **A Company representative shall be on-site to monitor any construction activities within twenty-five (25) feet of Company Facilities. Owner shall notify Company at (281) 886-1803 at least seventy-two (72) hours prior to commencing any construction activities.**

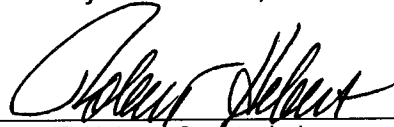
- b. Owner shall not reduce the depth of cover on, or permit such alteration anywhere on, or alter the drainage of the Company Easement without Company's prior written consent, which Company may withhold or condition in its sole discretion. Owner shall be solely responsible for, and shall bear the expense of repairs attributable to, in Company's reasonable opinion, any loss of subjacent or lateral support to the Company Easement and/or Company Facilities caused by the Encroachment.
 - c. Owner shall not construct any permanent structure, building, or obstruction within the Company Easement, other than the above-referenced authorized encroachment, without Company's prior written consent, which Company may withhold or condition in its sole discretion.
 - d. Owner shall not plant shrubs or trees within the Company Easement, other than the above-referenced encroachment, without Company's prior written consent, which Company may withhold or condition in its sole discretion.
 - e. Owner shall not operate or permit the operation of any heavy equipment on the Company Easement without Company's prior written consent, which Company may withhold or condition in its sole discretion. Heavy equipment shall only be allowed to cross Company Facilities at locations designated by Company. Owner shall comply with all precautionary measures required by Company to protect Company Facilities and the Company Easement.
 - f. Owner shall not replace or modify the Encroachment without Company's prior written consent, which Company may withhold or condition in its sole discretion.
3. Owner shall be solely responsible for the construction, ownership, operation, maintenance, use, and removal of the Encroachment and for any and all expenses incurred by Company and/or damage to Company Facilities and/or the Company Easement as a result, in Company's reasonable opinion, of Owner's exercise of its rights under this Agreement. Owner shall, upon demand by Company, reimburse Company fully for any such expense or damage. Owner agrees hold harmless Company, its parent, affiliates, agents, employees, contractors, and subcontractors and their respective successors and assigns (individually and collectively, the "Company Harmless"), against any claim, demand, loss, cost, liability, expense, or cause of action of any party (including, but not limited to reasonable attorney's fees) in any way arising from or related to (1) the existence of the Encroachment, (2) Owner's exercise of its rights under this Agreement, (3) Owner's breach of its obligations under this Agreement, or (4) any cause of action resulting from damage to Company Facilities or the Company Easement by Owner, its parent, affiliates, agents, employees, contractors or subcontractors, or their respective heirs, successors and assigns, except where such loss, cost, liability, or expense was caused by the negligence of Company or its employees, agents, invitees or licensees.. Owner's hold harmless obligations will survive the termination of this Agreement for any reason.
4. Should Company's construction, reconstruction, operation, maintenance, alteration, repair, replacement, removal, addition, or changing the size of any of its Company Facilities within the Company Easement in any way, shape, manner, or form, in Company's reasonable opinion, affect, damage, or cause to be removed the Encroachment, or any portion thereof, Owner agrees to bear all costs to repair or replace the Encroachment, including any costs and expenses associated with the loss of the use of the Encroachment as a result of Company's activities. Owner agrees hold the Company harmless from any and all damages to the Encroachment, EVEN IF THE DAMAGE IS CAUSED BY THE SOLE NEGLIGENCE OF THE COMPANY HARMLESS. Owner's harmless obligations under this Agreement will survive the termination of this Agreement for any reason.
5. In the event Company shall, at any time, desire or be required to construct, reconstruct or alter the grade or location of its pipeline(s) or other facility upon the Company Easement; or in the event Company shall, at any time, desire to construct additional pipelines, appurtenances or other facilities upon the Company Easement; and if, in the judgment of Company, it is necessary that the Encroachment shall be relocated or altered in any way; or if for any other reason, Company deems it necessary for Owner to relocate or alter the Encroachment, Company shall notify Owner of the necessity for such relocation and use reasonable efforts to minimize the distance of said relocation and Owner shall alter or relocate the Encroachment, at its sole cost and expense, within ninety (90) days of receipt of said notification, as shall be deemed necessary in the judgment of Company. In the event of such alteration or relocation, Owner agrees to restore the Company Easement as nearly as practicable to its original condition. If Owner shall

fail to comply with any such request of Company to alter or relocate the Encroachment, Company shall have the right to alter or relocate the Encroachment at Owner's sole risk and expense.

6. Should Owner remove the Encroachment, in its entirety, from the Company Easement for a term of one hundred twenty (120) consecutive days, this Agreement shall be deemed null and void.
7. Should Owner fail to adhere to the provisions of this Agreement, Company may have no adequate remedy at law and Owner agrees that monetary damages may not be sufficient. Owner, therefore, consents to Company seeking injunctive relief or an emergency order to enforce the provisions, or prevent breach of, this Agreement.
8. Nothing contained herein shall be deemed to constitute any warranty or representation by Company as to its authority to permit the Encroachment upon the Parcel as proposed by Owner, except regarding Company's rights as set forth in the Company Easement that may restrict the Encroachment.
9. If any part, term or provision of this Agreement is, by a court of competent jurisdiction or regulatory authority having jurisdiction over the Parcel, held to be illegal, void or unenforceable, or to be in conflict with the law of the state which the Parcel lies, the validity of the remaining provisions or portion hereof shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be invalid.
10. Except as specifically herein described, all of the terms and conditions of the Company Easement shall remain in full force and effect.
11. The terms and conditions of this Agreement shall be binding on the Parties hereto, their heirs, successors and assigns.

IN WITNESS WHEREOF, the Parties hereunto subscribed their names as of the date first above written.

The County of Fort Bend, Texas



Robert E. Hebert, County Judge

Copano NGL Services LLC



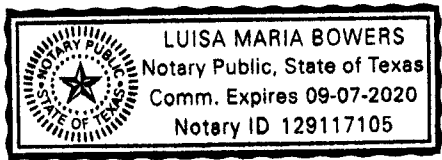
Johnny McGee, Vice President

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

BEFORE ME, the undersigned authority, on this day personally appeared **The Honorable Robert E. Hebert**, on behalf of The County of Fort Bend, Texas known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 5th day of September 2017.

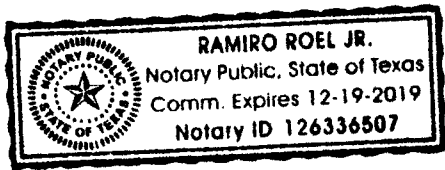


Luisa Maria Bowers
Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared **Johnny McGee, Vice President, Land & ROW**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10th day of August 2017.

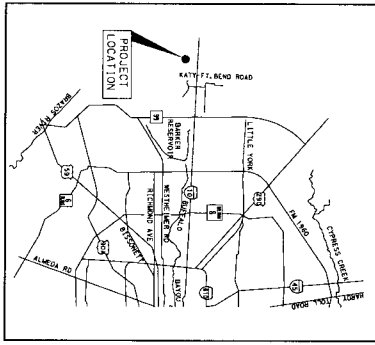


Ramiro Roel Jr.
Notary Public in and for the State of Texas

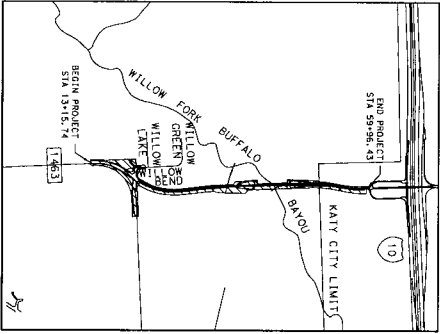
Exhibit "A"

DATE: 12/17/2015 7:44:59 AM Cane Island Parkway
FILE: P:\21-019-5\Drawings\CAD\Cane Island Parkway\Front Matter\SC0-COVER.dgn

P:\21-019-5\Drawings\CAD\Plotting\PDF_Gray_NoLayers.plt



VICINITY MAP
NTS.



LOCATION MAP
FORT BEND KEY
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

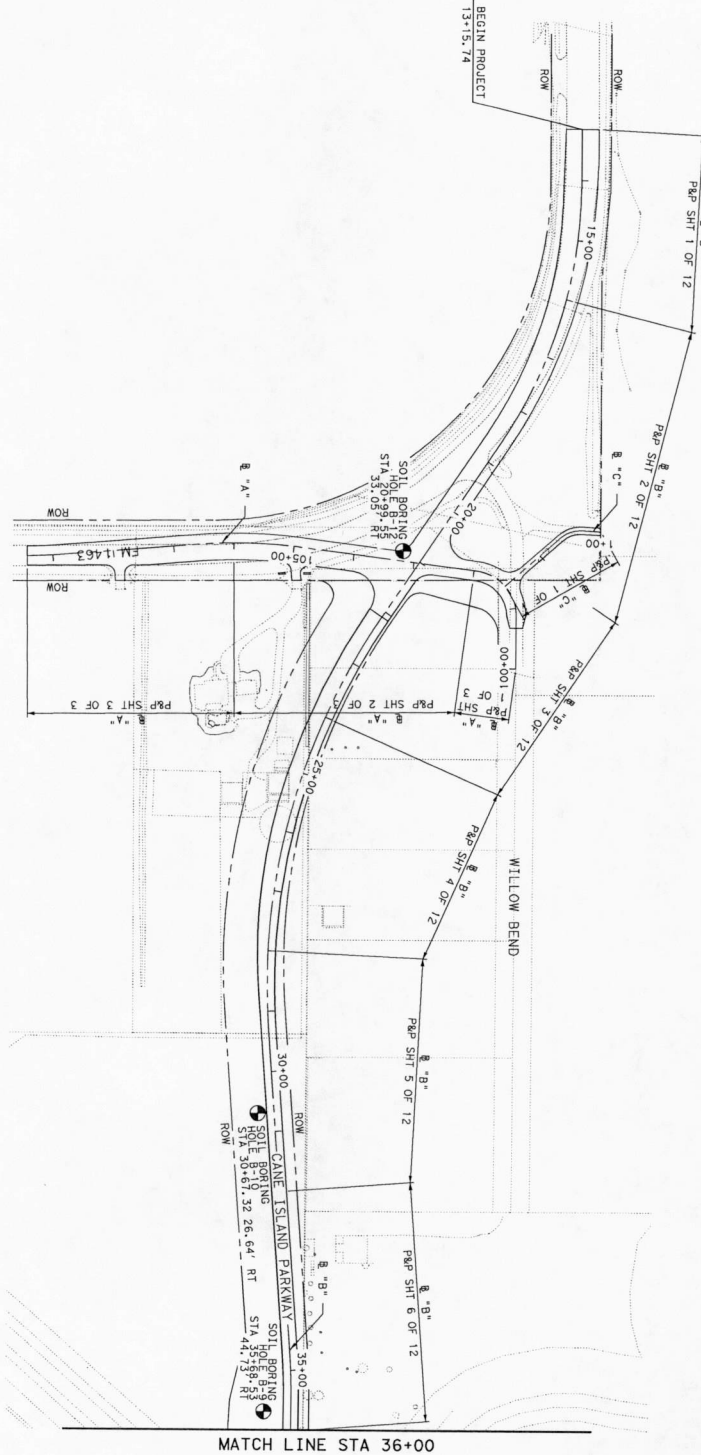
JAMES PATTERSON
COMMISSIONER PRECINCT 4

FORT BEND COUNTY
ENGINEERING DEPT.
DECEMBER 2015

RICHARD W. STOLLEIS, PE DATE
COUNTY ENGINEER



THESE DOCUMENTS ARE FOR
PERMIT REVIEW AND NOT
FOR CONSTRUCTION AND/OR
OR PERMIT PURPOSES.
RESPONSIBLE ENGINEER:
(EHRA, INC.)
TEHR FIRM REGISTRATION NO. F-726
TEXAS REGISTRATION NO. (102899)
12/17/2015



MATCH LINE STA 36+00

0 50 100 200
 SCALE: 1"=100'

NO.	DATE	REVISION	APPROVED

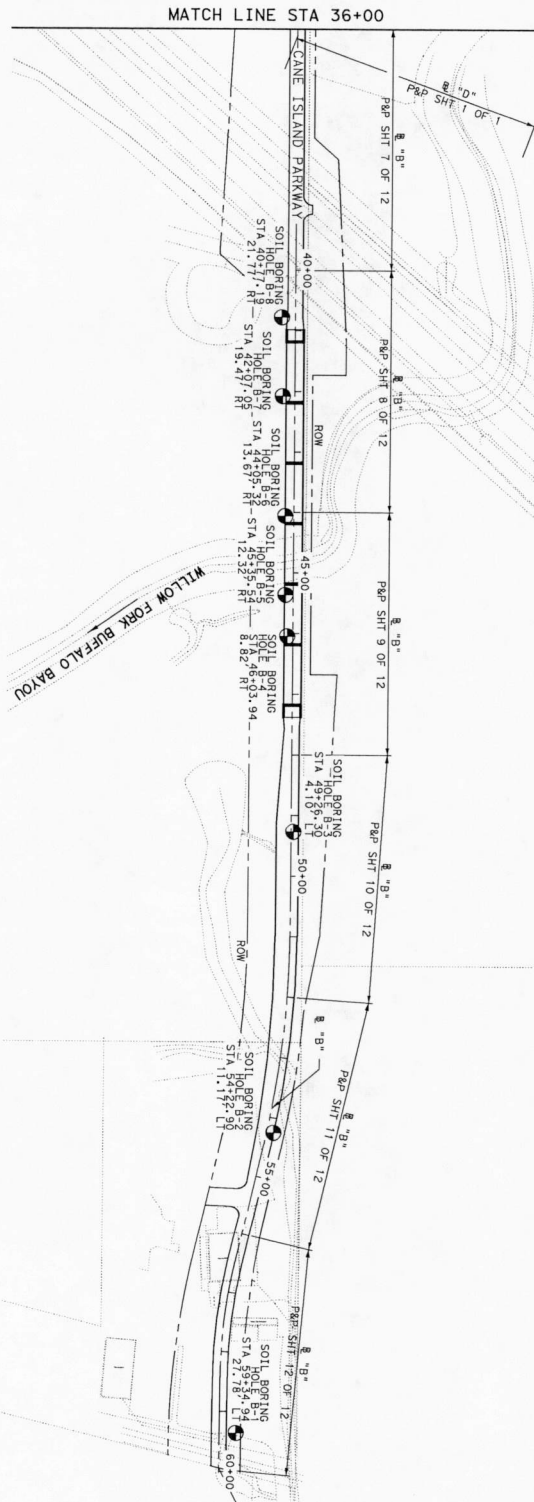
THESE DOCUMENTS ARE FOR PRELIMINARY REVIEW AND NOT FOR PERMIT PURPOSES.
 RESPONSIBLE ENGINEER:
 (EHR) INC. 1
 TYPE FIRM REGISTRATION NO. F-726
 TEXAS REGISTRATION NO. (152859)
 12/17/2015

FORT BEND COUNTY, TEXAS



CANE ISLAND PARKWAY (FM 1463 TO IH10)
 PROJECT LAYOUT

DN: FJS	PROJECT NO.	SHEET 1 OF 2
CK DNE: SS	COUNTY	HIGHWAY NO.
DM: FJS	STATE	CANE ISLAND
CK DNE: SS	TEXAS	FORT BEND
		SHEET NO. 4



MATCH LINE STA 36+00

END PROJECT
59+94.28

0 50 100 200
SCALE: 1"=100'

NO.	DATE	REVISION	APPROVED

THESE DOCUMENTS ARE FOR PRELIMINARY REVIEW AND NOT FOR PERMIT PURPOSES.
 RESPONSIBLE ENGINEER:
 (EHRA, INC.)
 TYPE FIRM REGISTRATION NO. F-726
 TEXAS REGISTRATION NO. (152859)
 12/17/2015

PORT BEND COUNTY, TEXAS

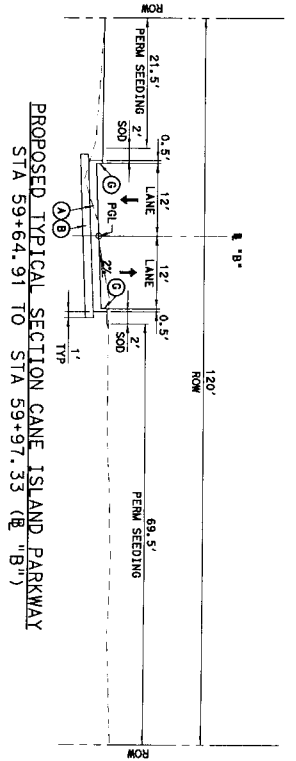
10555 Westoffice Drive
 Houston, Texas 77042
 EHRA
 281.726.4300
 REG. NO. 0729

CANE ISLAND PARKWAY (FM 1463 TO 1110)
PROJECT LAYOUT

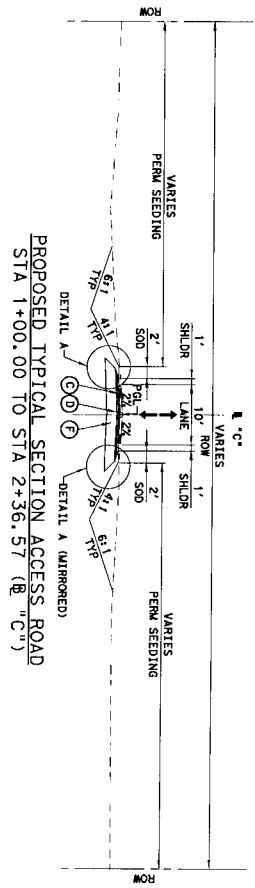
DW	FJS	PROJECT NO.	HIGHWAY NO.
CK	SS	STATE	CANE ISLAND
DW	FJS	COUNTY	PORT BEND
CK	SS	TEXAS	SHEET NO.
			5

SHEET 2 OF 2

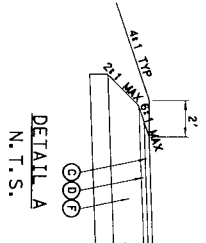
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PROPOSED TYPICAL SECTION CANE ISLAND PARKWAY
 STA 59+64.91 TO STA 59+97.33 (R "B")



PROPOSED TYPICAL SECTION ACCESS ROAD
 STA 1+00.00 TO STA 2+36.57 (R "C")



- LEGEND**
- ① 9" CONC PVAF (ARCP)
 - ② 8" LIME TREATED SUBGRADE
 - ③ 1.5" HMA TY-C SAC-A PG 70-22
 - ④ 1.5" HMA TY-C PG 70-22 (LEVEL-UP)
 - ⑤ 10' OR 2' PG 70 ASPHALT SLAB BASE
 - ⑥ 8" OR 2' PG 70 ASPHALT STAB BASE
 - ⑦ CONC CURB (CY) 11"
 - ⑧ METAL BEAM GUARD FENCE
 - ⑨ RIPRAP (MONOSTRIP)
- ↑ PROP. DIRECTION OF TRAFFIC

NOT TO SCALE

NO.	DATE	REVISION	APPROVED

THESE DOCUMENTS ARE FOR PRELIMINARY REVIEW AND NOT FOR PERMITTED IMPROVEMENTS.
 RESPONSIBLE ENGINEER
 TYPE FINAL REGISTRATION NO. F-728
 (STATE REGISTRATION), P.E.
 TEXAS REGISTRATION NO. (102859)
 12/17/2015

FORT BEND COUNTY, TEXAS

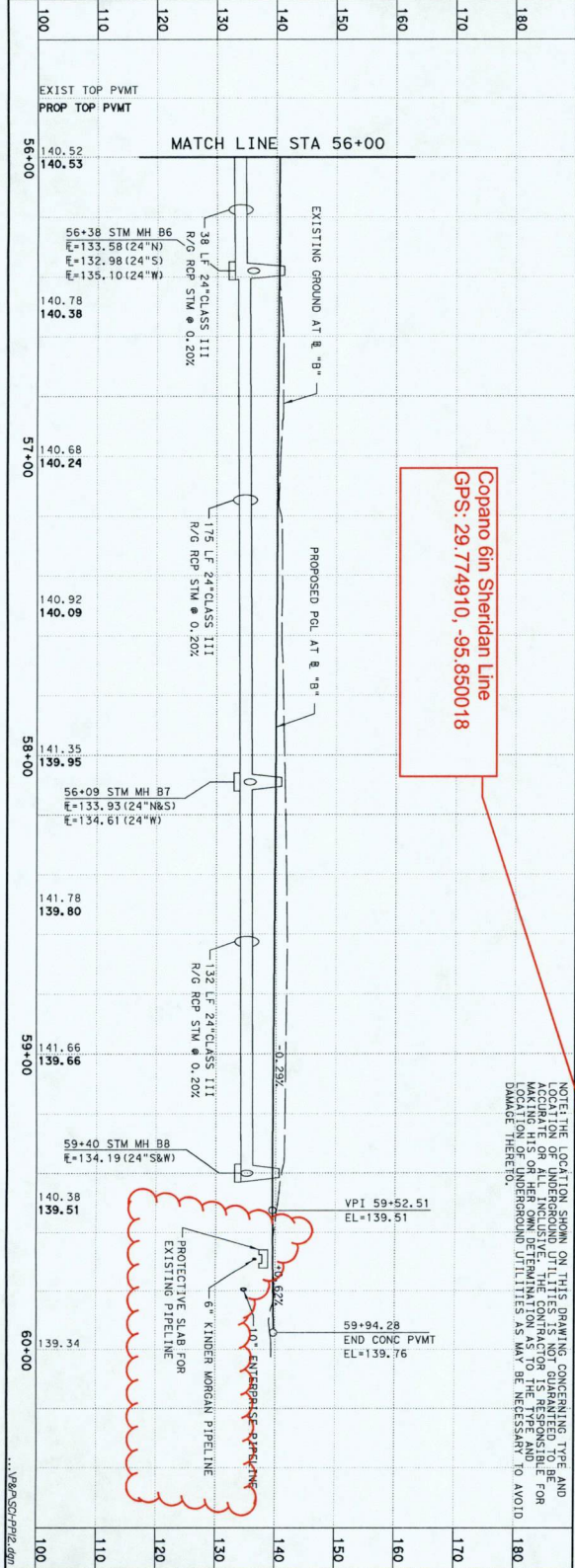
EHRA
 10555 Westfield Drive
 Houston, Texas 77042
 713.284.4500
 EHRAC.com
 846.461.7726

CANE ISLAND PARKWAY (FM 1463 TO IH10)
 TYPICAL SECTIONS

CANE ISLAND PARKWAY/ACCESS ROAD

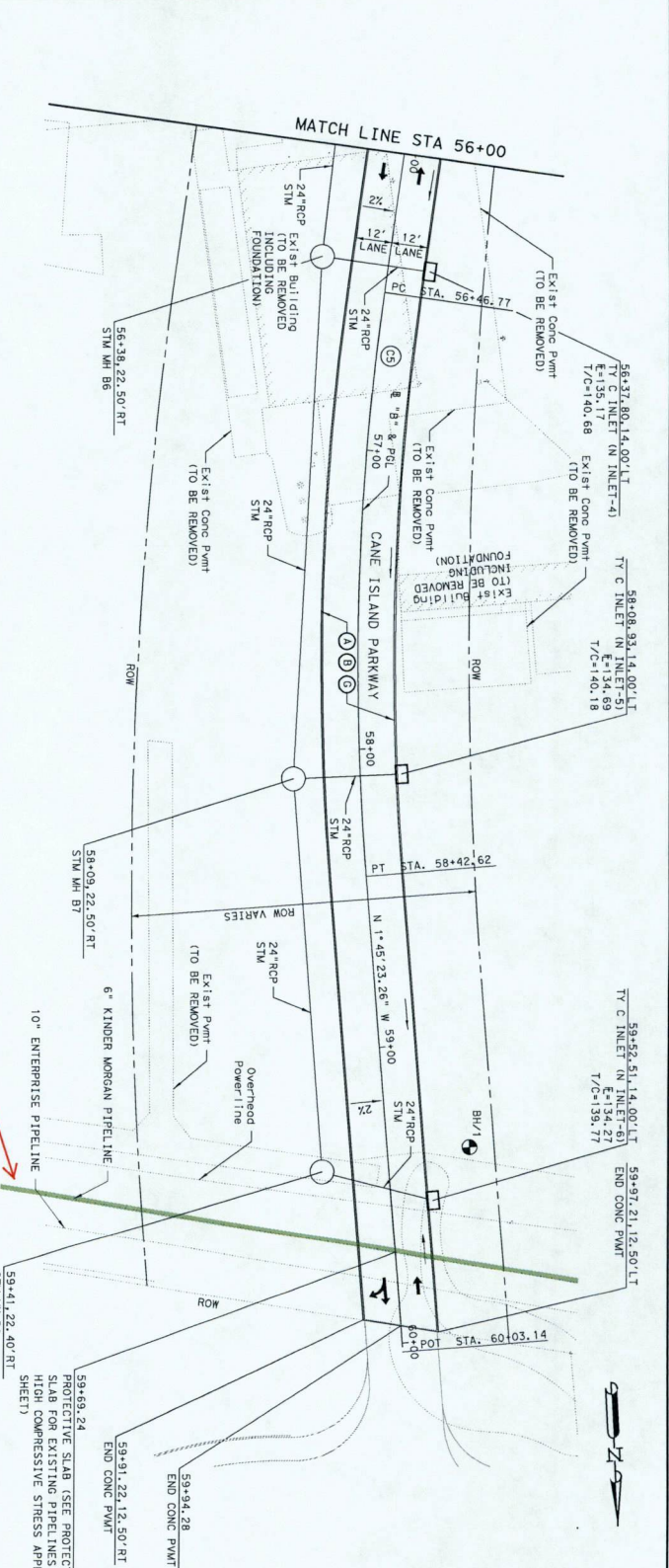
DATE:	E/S	PROJECT NO.	SHEET 6 OF 6
CK DATE:	S/S	STATE COUNTY	LANE ISLAND
DR:	E/S	STATE COUNTY	LANE ISLAND
CK DATE:	S/S	TEXAS FORT BEND	SHEET NO. 11

...:\Typical Sections\RDW\TS_06.dgn



Copano 6in Sheridan Line
 GPS: 29.774910, -95.850018

NOTE: THE LOCATION SHOWN ON THIS DRAWING CONCERNING TYPE AND LOCATION OF UNDERGROUND UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR AT ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR LOCATION OF UNDERGROUND UTILITIES AS WELL AS ANY NECESSARY DAMAGE THERE TO.



LEGEND

- (A) 8" CONC PVMT (RCP)
- (B) 8" LINE TREATED SUBGRADE
- (C) 1.5" HMA TY-C SAC-A PG TO-22
- (D) 1.5" HMA TY-C PG TO-22 (LEVEL-UP)
- (E) 10" GR 2 PG TO ASPHALT STAB BASE
- (F) 8" OR 2 PG TO ASPHALT STAB BASE
- (G) CONC CURB (TY 11)
- (H) METAL BEAM GUARD FENCE
- (I) RETRAP (DOWNSTRIP)
- (J) PROP DIRECTION OF TRAFFIC

(25) & CURVE DATA
 L = 195.85'
 A = 12°44'22.08"
 R = 880.83'

SCALE: 1" = 20' - H
 1" = 10' - V

NO. DATE	REVISION	APPROVED	
<p>THESE DOCUMENTS ARE FOR PRELIMINARY REVIEW AND NOT FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.</p> <p>RESPONSIBLE ENGINEERS:</p> <p>TYPE FIRM: EHRH, INC., ION NO. F-728 (SIGNAL SEPARATION) P.E. TEXAS REGISTRATION NO. (102859) 12/17/2015</p>			
<p>FORT BEND COUNTY, TEXAS</p>			
<p>10555 Westholme Drive Houston, Texas 77042 EHRH@eoh.com 281.461.7228</p>			
<p>CANE ISLAND PARKWAY (FM 1463 TO 1101)</p> <p>PLAN & PROFILE</p> <p>"B" "B"</p>			
SHEET 12 OF 12		HIGHWAY NO. CANE ISLAND	
DN: FJS	PROJECT NO.	CK: DMR	SHEET NO.
DM: FJS	STATE	CK: DMR	74
SS	COUNTY		
	FORT BEND		

EXHIBIT "B"
KINDERMORGAN

**Guidelines for Design and Construction near
Kinder Morgan Operated Facilities**

Name of Company: COPANO NGL SERVICES LLC

The list of design, construction and contractor requirements, including but not limited to the following, for the design and installation of foreign utilities or improvements on KM right-of-way (ROW) are not intended nor do they waive or modify any rights KM may have under existing easements or ROW agreements. Reference existing easements and amendments for additional requirements. This list of requirements is applicable for KM facilities on easements only. Encroachments on fee property should be referred to the Land and Right-of-Way Department.

Design

- KM shall be provided sufficient prior notice of planned activities involving excavation, blasting, or any type of construction on KM's ROW to determine and resolve any location, grade or encroachment problems and provide protection of our facilities and the public **before** the actual work is to take place.
- Encroaching entity shall provide KM with a set of drawings for review and a set of final construction drawings showing all aspects of the proposed facilities in the vicinity of KM's ROW. The encroaching entity shall also provide a set of as-built drawings showing the proposed facilities in the vicinity of KM's ROW.
- Only facilities shown on drawings reviewed by **COPANO** (Company) will be approved for installation on KM's ROW. All drawing revisions that effect facilities proposed to be placed on KM's ROW must be approved by KM in writing.
- KM shall approve the design of all permanent road crossings.
- Encroaching entity shall, at the discretion of the Kinder Morgan, Inc., incorporate Heath ATI "sniffer" Gas Detection Units in the design of paved areas or "Green Belt" areas of KM ROW. The units shall be installed per KM Standard **TYP-V-0100-B010**.
- Any repair to surface facilities following future pipeline maintenance or repair work by KM will be at the expense of the developer or landowner.
- The depth of cover over the KM pipelines shall not be reduced nor drainage altered without KM's written approval.
- Construction of any permanent structure, building(s) or obstructions within KM pipeline easement is **not** permitted.
- Planting of shrubs and trees is not permitted on KM pipeline easement.
- Irrigation equipment i.e. backflow prevent devices, meters, valves, valve boxes, etc. shall not be located on KM easement.
- Foreign line, gas, water, electric and sewer lines, etc., may cross perpendicular to KM's pipeline within the ROW, provided that a minimum of two (2) feet of vertical clearance is maintained between KM pipeline(s) and the foreign pipeline. Constant line elevations must be maintained across KM's entire ROW width, gravity drain lines are the only exception. Foreign line crossings below the KM pipeline must be evaluated by KM to ensure that a significant length of the KM line is not exposed and unsupported during construction. When installing underground utilities, the last line should be placed beneath all existing lines unless it is impractical or unreasonable to do so. Foreign line crossings above the KM pipeline with less than 2 feet of clearance must be evaluated by KM to ensure that additional support is not necessary to prevent settling on top of the KM natural gas pipeline.
- A foreign pipeline shall cross KM facilities at as near a ninety-degree angle as possible. A foreign pipeline shall not run parallel to KM pipeline within KM easement without written permission of KM.
- The foreign utility should be advised that KM maintains cathodic protection on their pipelines. The foreign utility must coordinate their cathodic protection system with KM's. At the request of KM, foreign utilities shall install (or allow to be installed) cathodic protection test leads at all crossings for the purposes of monitoring cathodic protection. The KM Cathodic Protection (CP) technician and the foreign utility CP technician shall perform post construction CP interference testing. Interference issues shall be resolved by mutual agreement between foreign utility and KM. All costs associated with the correction of cathodic protection problems on KM pipeline as a result of the foreign utility crossing shall be borne by the foreign utility for a period of one year from date the foreign utility is put in service.



Guidelines for Design and Construction near Kinder Morgan Operated Facilities

- The metallic foreign line shall be coated with a suitable pipe coating for a distance of at least 10 feet on either side of the crossing unless otherwise requested by the KM CP Technician.
- AC Electrical lines must be installed in conduit and properly insulated.
- DOT approved pipeline markers shall be installed so as to indicate the route of the foreign pipeline across the KM ROW.
- No power poles, light standards, etc. shall be installed on KM easement.

Construction

- Contractors shall be advised of KM's requirements and be contractually obligated to comply.
- The continued integrity of KM's pipelines and the safety of all individuals in the area of proposed work near KM's facilities are of the utmost importance. Therefore, contractor must meet with KM representatives prior to construction to provide and receive notification listings for appropriate area operations and emergency personnel. **KM's on-site representative will require discontinuation of any work that, in his opinion, endangers the operations or safety of personnel, pipelines or facilities.**
- The Contractor must expose all KM transmission and distribution lines prior to crossing to determine the exact alignment and depth of the lines. A KM representative must be present. In the event of parallel lines, only one pipeline can be exposed at a time.
- KM will not allow pipelines to remain exposed overnight without consent of KM designated representative. Contractor may be required to backfill pipelines at the end of each day.
- A KM representative shall do all line locating. A KM representative shall be present for hydraulic excavation. The use of probing rods for pipeline locating shall be performed by KM representatives only, to prevent unnecessary damage to the pipeline coating.
- Notification shall be given to KM at least 72 hours before start of construction. A schedule of activities for the duration of the project must be made available at that time to facilitate the scheduling of Kinder Morgan, Inc.'s work site representative. Any Contractor schedule changes shall be provided to Kinder Morgan, Inc. immediately.
- Heavy equipment will not be allowed to operate directly over KM pipelines or in KM ROW unless written approval is obtained from **COPANO** (Company). Heavy equipment shall only be allowed to cross KM pipelines at locations designated by Kinder Morgan, Inc. Contractor shall comply with all precautionary measures required by KM to protect its pipelines. When inclement weather exists, provisions must be made to compensate for soil displacement due to subsidence of tires.
- Excavating or grading which might result in erosion or which could render the KM ROW inaccessible shall not be permitted unless the contractor/developer/owner agrees to restore the area to its original condition and provide protection to KM's facility.
- A KM representative shall be on-site to monitor any construction activities within twenty-five (25) feet of a KM pipeline or aboveground appurtenance. The contractor **shall not** work within this distance without a KM representative being on site. Only hand excavation shall be permitted within a minimum of 18 inches (refer to state specific rules/regulations regarding any additional clearance requirements) of KM pipelines, valves and fittings. However, proceed with extreme caution when within three (3) feet of the pipe.
- Ripping is only allowed when the position of the pipe is known and not within ten (10) feet of KM facility unless company representative is present.
- Temporary support of any exposed KM pipeline by Contractor may be necessary if required by KM's on-site representative. Backfill below the exposed lines and 12" above the lines shall be replaced with sand or other selected material as approved by KM's on-site representative and thoroughly compacted in 12" lifts to 95% of standard proctor dry density minimum or as approved by KM's on-site representative. This is to adequately protect against stresses that may be caused by the settling of the pipeline.
- No blasting shall be allowed within 1000 feet of KM's facilities unless blasting notification is given to KM including complete Blasting Plan Data. A pre-blast meeting shall be conducted by the organization responsible for blasting.



Guidelines for Design and Construction near Kinder Morgan Operated Facilities

KM shall be indemnified and held harmless from any loss, cost of liability for personal injuries received, death caused or property damage suffered or sustained by any person resulting from any blasting operations undertaken within 500 feet of its facilities. The organization responsible for blasting shall be liable for any and all damages caused to KM's facilities as a result of their activities whether or not KM representatives are present. KM shall have a signed and executed Blasting Indemnification Agreement before authorized permission to blast can be given.

No blasting shall be allowed within 300 feet of KM's facilities unless blasting notification is given to KM a minimum of one week before blasting. *(note: covered above)* KM shall review and analyze the blasting methods. A written blasting plan shall be provided by the organization responsible for blasting and agreed to in writing by KM in addition to meeting requirements for 500' and 1000' being met above. A written emergency plan shall be provided by the organization responsible for blasting. *(note: covered above)*

- **Any** contact with any KM facility, pipeline, valve set, etc. shall be reported immediately to KM. If repairs to the pipe are necessary, they will be made and inspected before the section is re-coated and the line is back-filled.
- KM personnel shall install all test leads on KM facilities.
- Burning of trash, brush, etc. is not permitted within the KM ROW.

Insurance Requirements

- All contractors, and their subcontractors, working on Company easements shall maintain the following types of insurance policies and minimum limits of coverage. All insurance certificates carried by Contractor and Grantee shall include the following statement: "Kinder Morgan and its affiliated or subsidiary companies are named as additional insured on all above policies (except Worker's Compensation) and waiver of subrogation in favor of Kinder Morgan and its affiliated or subsidiary companies, their respective directors, officers, agents and employees applies as required by written contract." **Contractor shall furnish Certificates of Insurance evidencing insurance coverage prior to commencement of work and shall provide thirty (30) days notice prior to the termination or cancellation of any policy.**
1. Statutory Coverage Workers' Compensation Insurance in accordance with the laws of the states where the work is to be performed. If Contractor performs work on the adjacent on navigable waterways Contractor shall furnish a certificate of insurance showing compliance with the provisions of the Federal Longshoreman's and Harbor Workers' Compensation Law.
 2. Employer's Liability Insurance, with limits of not less than **\$1,000,000** per occurrence and **\$1,000,000** disease each employee.
 3. Commercial General Liability Insurance with a combined single limit of not less than **\$2,000,000** per occurrence and in the aggregate. All policies shall include coverage for blanket contractual liability assumed.
 4. Comprehensive Automobile Liability Insurance with a combined single limit of not less than **\$1,000,000**. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 5. If necessary Comprehensive Aircraft Liability Insurance with combined bodily injury, including passengers, and property damage liability single limits of not less than **\$5,000,000** each occurrence.
 6. Contractor's Pollution Liability Insurance this coverage shall be maintained in force for the full period of this agreement with available limits of not less than **\$2,000,000** per occurrence.
 7. Pollution Legal Liability Insurance this coverage must be maintained in a minimum amount of **\$5,000,000** per occurrence.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Laura Richard



Laura Richard, County Clerk
Fort Bend County, Texas

September 08, 2017 11:54:02 AM

FEE: \$0.00 ER
ENCROACH

2017098660

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.

Copano NGL Services LLC
Houston, TX United States

Certificate Number:
2017-199577

Date Filed:
04/27/2017

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:
09/06/2017

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.

13306
Encroachment over existing pipe. Also known as Cane Island Parkway

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