

UTILITY RELOCATION AGREEMENT

THIS UTILITY RELOCATION AGREEMENT (the "Agreement") is entered into by and between Fort Bend County, Texas (hereinafter referred to as the "County"), a body politic acting herein by and through its Commissioners' Court and SiEnergy, LP, (hereinafter referred to as the "Company"), a company authorized to conduct business in the State of Texas. Collectively, the County and the Company may be referred to herein as the "Parties", or individually as a "Party".

WHEREAS, Woods Road is a public road with portions located within, and maintained by the County; and

WHEREAS, the Company submitted an application for Permit 2019-30541 (the "Permit") to install a natural gas pipeline within the Woods Road right of way, as shown on the map attached hereto as Exhibit A and incorporated herein for all purposes; and

WHEREAS, the County anticipates making significant improvements to Woods Road which may impact certain utilities located within the Woods Road right of way; and

WHEREAS, the Company desires to install its pipeline within the right of way of the current alignment of Woods road and relocate such pipeline prior to the County making its improvements to the roadway; and

WHEREAS, the County has investigated and determined that it would be advantageous and beneficial to the County and its citizens to approve the Permit under the terms as provided herein; and

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, the Parties agree as follows:

1. Company agrees to perform as follows:

(a) Install its low-pressure polyethylene natural gas pipeline as proposed in the Permit submitted to the County for approval; and

(b) Complete relocation of the pipeline within three (3) months of its receipt of notice of intent to commence construction of improvements to Woods Road, at its sole expense.

2. County agrees to perform as follows:

(a) Approve the Permit, subject to accompanying design plans meeting all County requirements for right of way permit approval and Company's acceptance of the terms stated herein; and

(b) Send notice of County's intent to commence construction of improvements to Woods Road no later than six (6) months prior to such commencement.

3. Limitations of Agreement. The parties hereto acknowledge this Agreement is limited to the installation proposed under the Permit only. Further, this Agreement does not waive or limit any of the obligations of Company to County under any other order whether now existing or in the future arising.

4. Default. In the event Company fails to comply with any of the provisions of this Agreement within sixty (60) business days after Company's receipt of written notice thereof from County, County shall have the right to seek specific enforcement of this Agreement in addition to County's other rights and remedies, at law or in equity. In the event of County's default under this Agreement, Company will be entitled to seek any remedy available to them at law or in equity.

5. Miscellaneous.

(a) Notice. Any notice required to be sent under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the parties shall be as follows:

If to County, to:

Fort Bend County Engineering
Attention: County Engineer
301 Jackson Street
Richmond, Texas 77469

With a copy to:

Fort Bend County
Attention: County Judge
401 Jackson Street
Richmond, Texas 77469

If to Company, to:

SiEnergy, LP
13215 Bee Cave Parkway
Galleria Oaks Building B, Suite B-250
Bee Cave, Texas 78738

(b) Assignment. This Agreement is not assignable by Company without the prior written consent of County, which consent shall not be unreasonably withheld.

(c) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, as allowed.

(d) Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.

(e) Venue. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Fort Bend County, Texas.

(f) Consideration. This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

(g) Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original if properly executed.

(h) Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

(i) Savings/Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(j) Representations. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

(k) Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

(l) Sovereign Immunity. The parties agree that County has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

(m) No Third Party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

(n) Attorneys' Fees. In any legal proceeding brought to enforce the terms of this Agreement, the prevailing party may recover its reasonable and necessary attorneys' fees from the non-prevailing party as permitted by Section 271.159 of the Texas Local Government Code, as it exists or may be amended.

(o) Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of County and the Company and/or its authorized representatives.

(p) Company's Warranties/Representations. All warranties, representations and covenants made by Company in this Agreement or in any certificate or other instrument delivered by Company to County under this Agreement shall be considered to have been relied upon by County and will survive the satisfaction of any fees and/or payments made under this Agreement, regardless of any investigation made by County or on County's behalf.

(q) Waiver. Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the date executed by County.

FORT BEND COUNTY:

KP George

KP George, County Judge
Approved through Commissioners Court
on 11-26-2019

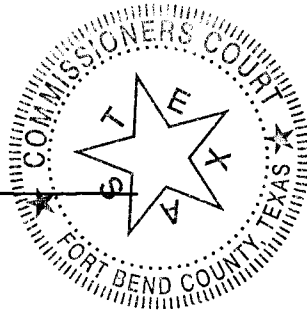
12-12-19

Date

Attest:

Laura Richard

Laura Richard, County Clerk



Approved:

J. Stacy Slawinski

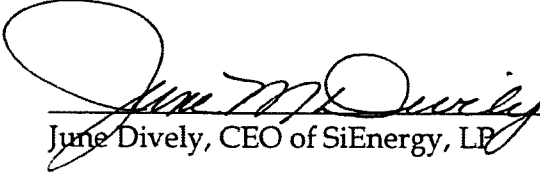
J. Stacy Slawinski, P.E., County Engineer

Approved as to legal form:

Marcus D. Spencer

Marcus D. Spencer, First Assistant County Attorney

SiEnergy, LP

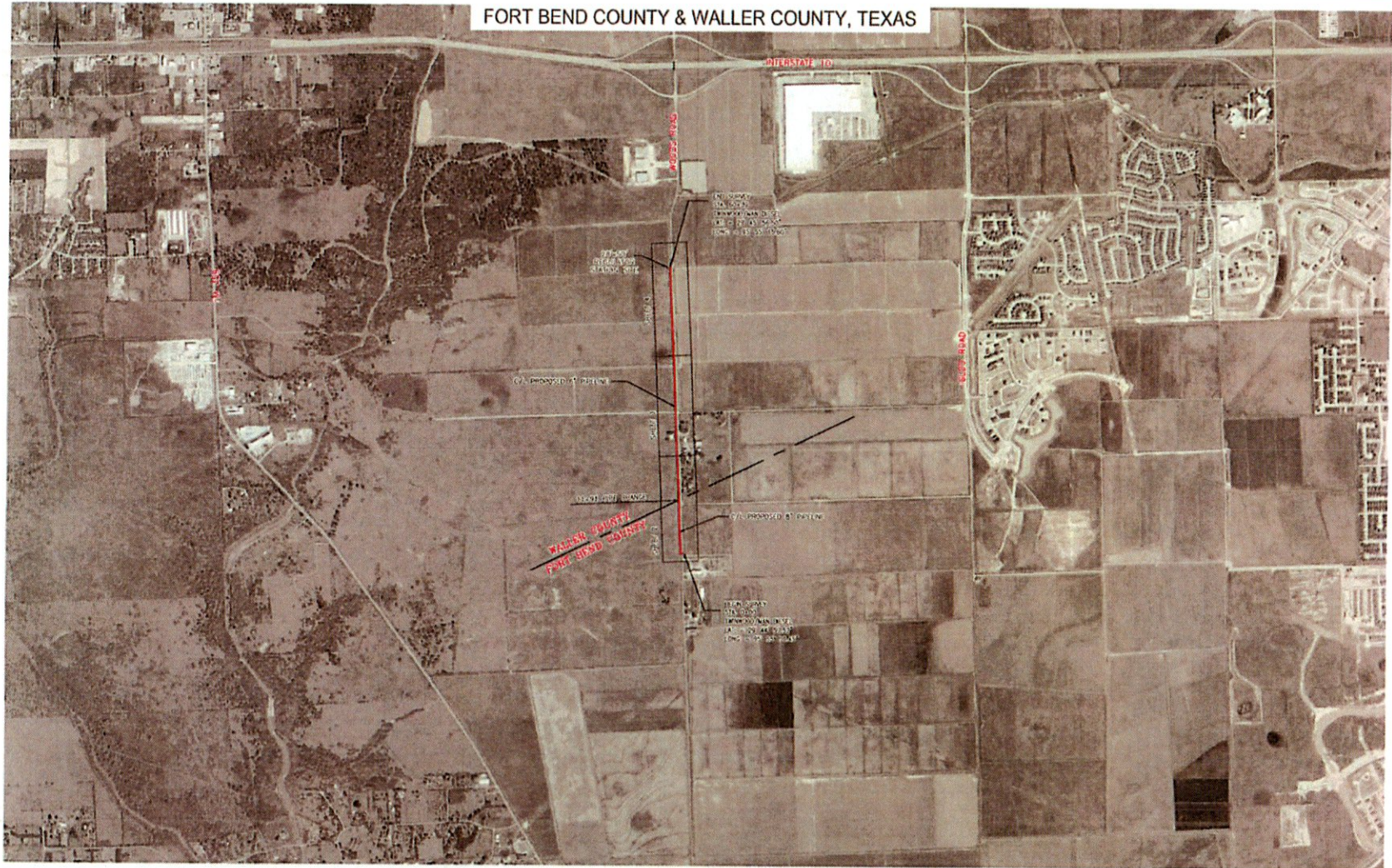


June Dively, CEO of SiEnergy, LP

Date: 11-13-19

EXHIBIT A

FORT BEND COUNTY & WALLER COUNTY, TEXAS



IFC

INDEX OF SHEETS

SMT.	DESCRIPTION
1.	COVER SHEET
2.	PROPOSED 6" & 8" PIPELINE ALIGNMENT STA. 0+00 - STA. 22+00
3.	PROPOSED 6" PIPELINE ALIGNMENT STA. 22+00 - STA. 44+00
4.	PROPOSED 6" PIPELINE ALIGNMENT STA. 44+00 - STA. 60+39

IF YOU ARE CONTRACTOR'S RESPONSIBILITY TO COMPLY WITH THE RULES OF THE BOARD OF PROFESSIONAL ENGINEERS FOR THE STATE OF TEXAS, PLEASE REFER TO THE BOARD'S WEBSITE FOR THE LATEST REGULATIONS AND REQUIREMENTS.



DRAWING REVISION					
REV.	DATE	BY	DESCRIPTION	CHK.	APPR.
A	22/07/18	WT	ISSUED FOR REVIEW	MM	WT
B	22/10/18	WT	ISSUED FOR BID	MM	WT
C	08/13/19	WT	ISSUED FOR CONSTRUCTION	PMC	WT

PERCHERON
 PROFESSIONAL ENGINEERING & ARCHITECTURE
 400 WEST GRAND PARKWAY, SUITE 200
 RAY, TEXAS 77865
 P.E. LICENSE NO. 100100000



**TWINWOOD TO MAN DIESEL
 PROPOSED 8" AND 6" PIPELINE
 FORT BEND COUNTY AND WALLER COUNTY
 STA. 0+00 TO STA. 60+39**

DESIGN BY: WT	PROJECT NO.: 1800441-0000
APPROVED BY: MM	DATE: 12/01/18
CHECKED BY: PMC	SCALE: N.T.S.
DRAWN DATE: N/A	SHEET: 1 OF 4

