



PREPARED BY AND RECORDING REQUESTED BY:

Gulf South Pipeline Company, LLC

Attn: Joy Parrott

4441A Verot School Road

Youngsville, LA 70592

985-246-9736

ROW Ref. #2017-12115

Fort Bend County TX

I&GN RR Survey, A 26

LONO 9388

WHEN RECORDED, MAIL TO:

Gulf South Pipeline Company, LLC

Attn: Bernice Wheeler

4441A Verot School Road

Youngsville, LA 70592

337-450-8577

SPACE ABOVE FOR RECORDER'S USE

Fort Bend County

Attn: Ike Akinwande

301 Jackson Street

Richmond Texas 77469

LETTER OF NO OBJECTION

Widen Saddle Spur Lane and Install 4 - 18" RCP Storm Sewer Drains

Dear Mr. Akinwande,

Gulf South Pipeline Company, LLC (hereafter referred to as "Gulf South" or "Company") has been advised of Fort Bend County's ("Permittee") proposed construction of Saddle Spur Lane widening and 4-18" RCP Storm Sewer Drain Lines ("Permitted Facilities") inside Gulf South's right of way ("Right of Way") on its Indices 129-72, 12" and 30" high pressure natural gas pipeline, at the following locations:

Index 129-72 12"	Station 49+19	GPS 29.750698 -95.798675
Index 129-72 30"	Station 49+19	GPS 29.750784 -95.798779

Gulf South does not object to the Permitted Facilities per the approved drawings dated 12/21/2020, provided Permittee agrees to and follows the general terms and conditions and special provisions listed below.

Terms of Agreement:

- 1) The Agreement herein granted is subject to the existing easement rights and/or leasehold interests of Gulf South. Nothing herein contained shall be construed to convey, waive, diminish or subordinate any of Gulf South's existing rights whatsoever.
- 2) This Agreement shall be revocable by Gulf South upon written notice to Permittee in the event of noncompliance with any requirements, conditions or specifications of this Agreement.

- 3) Prior to any work being performed in the vicinity of Gulf South's Right of Way, Permittee shall serve telephone notice to the One Call Center at 811. Such notice shall be made at least two but not more than five full working days before work begins. Permittee shall keep the One Call notifications updated as required by state law.
- 4) Permittee shall also give Gulf South a minimum of 48 hours advance notice of any operations across Gulf South's Right of Way. This notification shall be made during normal business hours to Thomas Hoover at 979-943-8488. Alternate notification can be made to John Kocurek at 979-282-1046.
- 5) The operations conducted by Permittee shall be performed at no cost or expense to Gulf South and shall not interfere with Gulf South's current operations in the area. Gulf South's facility/facilities shall not be removed from service nor will the elevation or placement of Gulf South's facility/facilities or pipeline(s) be adjusted.
- 6) Permittee shall be liable for any expense, loss or damage of any kind or nature due to the presence of the Permitted Facilities at this location, including, without limitation, coating repair, pipe replacement, operational downtime or gas loss that Gulf South sustains arising out of or resulting from the operations or activities of Permittee, its agents or employees during construction of and while maintaining and operating said Permitted Facilities in the future.
- 7) If the Permitted Facilities are damaged or destroyed or if said Permitted Facilities must be relocated or removed due to any emergency, operational or maintenance requirements arising out of the day-to-day business activities of Gulf South, Gulf South shall not be liable to Permittee or to any other person or entity for any damages whatsoever, including, for emphasis only and not by way of limitation, damages of any type arising from the loss of product, loss of profit, interruption of business activity or business loss of any kind. Additionally, any subsequent repair and or reinstallation of said Permitted Facilities shall be at the sole (100%) cost and expense of Permittee.
- 8) All proposed activities in the vicinity of Gulf South's Right of Way shall be conducted with extreme caution and with an on-site inspector from Gulf South present unless Gulf South has waived, in writing, the necessity of their presence. Permittee hereby agrees to pay any costs associated with a Gulf South on-site inspector being present during construction and during overtime hours, as follows: all hours after 4:00 P.M. Monday through Thursday, after 12:00 Noon on Friday, weekends and all federal holidays.
- 9) Gulf South's on-site inspector shall have authority to suspend any operations conducted within the limits of its Right of Way if, in the opinion of Gulf South's on-site inspector, those operations compromise safety. Nothing herein shall impose a duty on said on-site inspector to shut down any operations or to take other remedial steps in the event it should become necessary to do so and Permittee hereby acknowledges that it shall be solely liable for all activities undertaken with respect to the consent herein.
- 10) Permittee shall at all times maintain the Permitted Facilities in a condition that will not interfere with or endanger Gulf South's Right of Way.
- 11) Permittee shall conform all construction activity to all applicable federal, state, county and/or local regulations.
- 12) Permittee shall provide Gulf South 24 hour per day rights of ingress and egress to and from Gulf South's Right of Way across the Permitted Facilities.
- 13) Permittee shall not remove Gulf South's pipeline(s), markers or signs from the Right of Way without Gulf South's written consent.
- 14) Permittee shall warn its excavator that the depth of the pipeline(s) may vary. Permittee shall ensure that hand digging is performed as necessary to expose the pipeline(s) and determine its/their depth.
- 15) Permittee shall consider special precautions, such as barricading, to prevent adjacent construction activities from encroaching on and/or damaging the Right of Way.
- 16) Permittee shall backfill or protect any open excavations at the conclusion of each day.
- 17) Permittee shall not locate a water well, sewage treatment facility, septic tank, leach field, pond, swimming pool, manhole, junction box, catch basin or related facility within the limits of the Right of Way. Permittee shall not install, within the Right of Way, utilities or man-made structures parallel to Gulf South's pipeline(s).

- 18) Permittee shall not change the grade within the Right of Way. Permittee may add additional cover if it will not hinder normal maintenance and Permittee receives Gulf South's prior written approval.
- 19) Permittee shall furnish Gulf South with an "as-built" plat of the Permitted Facilities to the extent said facilities cross Gulf South's Right of Way, said plat shall be provided within thirty days of completion of the installation of the Permitted Facilities.
- 20) All crossings should be made as near to a 90° angle as possible.
- 21) Permittee, and its independent contractors and subcontractors performing work under this Agreement, shall, at their sole expense, carry and maintain in force throughout the entire time they are performing work on, operate, or own the Permitted Facilities a minimum of \$2 million per occurrence commercial general liability insurance, including contractual liability insurance, \$1 million per occurrence employer's liability insurance, statutory worker's compensation insurance coverage and, where vehicles are used hereunder, \$2 million per occurrence commercial automobile liability insurance, unless otherwise agreed to in writing by Gulf South. The above-mentioned insurance policies shall have Gulf South, its parent and affiliated companies, named as additional insureds, and all policies shall provide for waiver of all rights of subrogation against Gulf South, its parent and affiliated companies. A certificate of insurance evidencing that the above-mentioned insurance requirements are in effect shall be presented to the Gulf South Land Department prior to the beginning of any work addressed in this Agreement.
- 22) **TO THE FULLEST EXTENT PERMITTED BY LAW, PERMITTEE AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD GULF SOUTH AND ITS AFFILIATED ENTITIES AND THE OFFICERS AND EMPLOYEES OF EACH OF THEM (COLLECTIVELY REFERRED TO HEREINAFTER AS "INDEMNITEES") HARMLESS FROM AND AGAINST ANY LIABILITY, LOSS, CAUSE OF ACTION, PENALTY, FINE, COST (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES), CLAIM, OR STRICT LIABILITY CLAIM ARISING OUT OF OR IN ANY WAY INCIDENT TO THE WORK OR SERVICES PERFORMED BY PERMITTEE OR ITS CONTRACTORS OR THE EMPLOYEES OF EITHER, ON ACCOUNT OF PERSONAL INJURIES, DEATH, DAMAGE TO PROPERTY, OR DAMAGE TO THE ENVIRONMENT, REGARDLESS OF WHETHER SUCH HARM IS TO PERMITTEE, INDEMNITEES, THE EMPLOYEES OR OFFICERS OF EITHER, OR ANY OTHER PERSON OR ENTITY, AND REGARDLESS OF HOW SUCH INJURY/DEATH/DAMAGE IS CAUSED (BY INDEMNITEES' NEGLIGENCE, THE NEGLIGENCE OF THIRD PARTIES, OR OTHERWISE), BUT EXCLUDING INJURY/DEATH/DAMAGE TO THE EXTENT CAUSED BY THE SOLE (100%) NEGLIGENCE OF INDEMNITEES. PERMITTEE'S DUTIES UNDER THIS PARAGRAPH SHALL SURVIVE THE TERMINATION, REVOCATION, OR EXPIRATION OF THIS AGREEMENT.**
- 23) Permittee understands and agrees that it will be responsible for all costs, charges and expenses, specifically including, but not limited to, all attorney fees and legal costs and expenses incurred or paid by Gulf South in any matter growing out of or arising under this Agreement or in any proceedings arising out of or related to Permittee's obligations herein.
- 24) This Agreement and the terms and conditions hereof constitutes a covenant running with the land and shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, successors, and assigns.
- 25) Each portion of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.
- 26) To the extent that any portion of the foregoing terms and conditions conflict with any of the "Special Provisions" below, the terms and conditions of the "Special Provisions" shall control.

***SPECIAL PROVISIONS:**

1. Permittee shall schedule a pre-excavation meeting with Company to discuss all aspects of the planned activities, pipeline marking schedule and establish lines of communication.
2. If deemed necessary by Company's on-site inspector, Permittee shall install its identification markers at the crossing boundaries of Company's Right of Way limits and other locations, as specified by Company's on-site inspector.
3. Permittee shall provide a complete circumferential exposure of Company's pipeline(s) if any of the Permitted Facilities cross under Company's pipeline(s) and are installed by means of open-cut construction. Exposure of the top of Company's pipeline(s) is required if any of the Permitted Facilities cross over Company's pipeline(s) and disturb soil within twelve inches of Company's pipeline(s).
4. Permittee shall provide support and protection for any Company piping exposed and shall properly backfill excavations to maintain separation and prevent settlement.
5. Permittee shall not travel up and down, or store equipment, machinery, vehicles or materials on Company's Right of Way at any time.
6. Permittee shall return Company's Right of Way to pre-construction condition or better. Any areas disturbed on Company's Right of Way shall be protected, re-vegetated and restored. Appropriate measures shall be taken to prevent erosion on Company's Right of Way.
7. Permittee shall install timber matting or bridged timber matting at all equipment crossing points over Company's pipeline(s) subject to Company's on-site inspector's sole discretion and approval.
8. Permittee's plans, profiles and crossing method of construction shall be made available to Company upon request.
9. Permittee shall comply with all federal, state and local guidelines, codes and statutes.
10. Permittee shall utilize competent designers and employ competent contractors.
11. Permittee shall provide a competent excavation observer to assist the equipment operator when operating excavation equipment near Company's pipeline(s) and related facilities.
12. Permittee shall not use machine excavation on in-service pipelines within five feet of the staked location until the pipeline has been physically located by hand. After locating the pipeline facility by hand, machine excavation within the two foot tolerance safety zone of any pipeline facility shall not be permitted. Permittee shall adhere to Company's two foot tolerance safety zone when excavation is necessary within two feet of any pipeline facility. Permittee shall not utilize mechanical equipment to excavate, backfill, sweep soil off top and around pipelines and related facilities, and swinging buckets and traveling of mechanical equipment shall not be allowed within this two foot tolerance safety zone for any reason. When excavation is necessary within this two foot tolerance safety zone, Permittee shall exercise extreme care as necessary to ensure the protection of all underground facilities in or near the excavation area. Methods to consider within this two foot tolerance safety zone include hand digging, potholing, vacuum excavation methods, pneumatic hand tools (jackhammers), mechanical hand methods (twenty horsepower gasoline power jackhammers), or other similar methods approved by Company's on-site inspector. Mechanical and pneumatic soil compactors may be used within the two foot tolerance safety zone provided the Permittee takes special care to protect the pipeline and related facilities. For excavation outside of such two foot tolerance safety zone, Permittee may utilize mechanical excavation under Company supervision unless otherwise directed by Company's on-site inspector.

THE ABOVE TERMS AND CONDITIONS, ACCEPTED AND AGREED TO:

FORT BEND COUNTY

KP George
Authorized Signature

KP George
Printed Name
County Judge
County Judge

Title

Attest:
Laura Richard
Signature

Laura Richard, County Clerk



GULF SOUTH PIPELINE COMPANY, LLC

Kal Laviolette
Authorized Signature

Kal Laviolette
Printed Name

Director of Land
Title

WITNESSES: (2)

Jay Stanton
Signature

Jay S. Parrott
Printed Name

Bernice Wheeler
Signature

Bernice Wheeler
Printed Name

Gulf South:
Gulf South Pipeline Company, LLC
4441A Verot School Road
Youngsville, LA 70592
985-246-9736
Joy Parrott

Permittee
Fort Bend County
301 Jackson Street
4th Floor
Richmond Texas 77469
Phone No.: 281-633-7500

For Office Use Only:
Original ROW Grantor: Fort Bend County Commissioners
LPM No. 571
Item No. 11.500

**FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**

Laura Richard

Laura Richard, County Clerk

Fort Bend County Texas

May 17, 2022 03:14:15 PM

8

Rev. 07.17.2020



FEE: \$0.00 DP2

2022067782