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ELECTRONICALLY RECORDED
Official Public Records
10/29/2024 8:38 AM



Laura Richard
Laura Richard, County Clerk
Fort Bend County Texas
Pages: 19 Fee: \$ 87.00

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT (this "Agreement") is made and entered into as of the 8 day of October, 2024 by and between Kinder Morgan Crude & Condensate LLC, a Delaware limited liability company, with an office at 1001 Louisiana St. Suite 1000 Houston, TX 77002 (the "Company"), and Fort Bend County, Texas, a political subdivision of the state of Texas, whose address is 301 Jackson St, 4th Floor Richmond, TX 77469 (the "Owner"). Company and Owner may be individually referenced to in this Agreement as a "Party" and collectively referred to in this Agreement as the "Parties".

WHEREAS, United Gas Pipeline Company entered into a certain Right of Way Agreement (the "Company Easement") executed on September 6, 1953 and recorded on January 29, 1951 at Volume 316 & Page 383 of the Deed Records of Fort Bend County, TX; and

WHEREAS, Company is successor to Kinder Morgan Crude & Condensate LLC and to the above-referenced Right of Way Agreement; and

WHEREAS, Company operates certain pipelines 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:

0280 J LAFAYETTE, ACRES 7.275, (PT) PARCEL I, FT BEND PARKWAY PHASE "A", in Fort Bend County; and

WHEREAS, Company is hereby willing, at the request of Owner, to allow Owner to construct, maintain, operate, inspect, repair, replace and remove, at Owner's sole risk and expense, Installation of Hillcroft Ave Ramp over KM 24in Pipeline/Easement, installation of Concrete Cap over KM 24in Pipeline/Easement, and installation of 30in RCP Under KM 24in Pipeline/Easement at the location or locations and in conformity with the specifications 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 Owner to construct, maintain, operate, inspect, repair, replace and remove 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. Owner shall construct, own, operate, maintain, use, modify, replace, and remove the Encroachment in accordance with Company's O&M Procedure 204 OM200-29 titled "Guidelines for Design and Construction near Kinder Morgan Operated Facilities," (the "Guidelines") which is attached hereto as Exhibit "B" and made a part hereof. with the plans provided on Exhibit A and in accordance with the terms of this Agreement. **A Company representative shall be on-site to monitor any construction activities within twenty-five feet (25') of Company Facilities. Owner shall notify Company at (281) 886-1803 at least seventy-two (72) hours prior to commencing any construction activities (exclusive of Saturdays, Sundays, and legal holidays).** Company's representative will confirm clearances, as applicable, and may suspend any work or activity not being performed in accordance with this Agreement and the Guidelines or any activity or work that, in his/her reasonable opinion endangers the public safety, operations, or otherwise interferes in any way with Company's rights under the Company Easement, until such time as collective action is taken. Company will not be liable to Owner for any costs or expenses caused by Company's on-site representative's suspension of any work or activity while such corrective action is being taken by Owner.

KM Encroachment Case # OZ2208015

3. After initial construction of the Encroachment, Owner shall own, operate, maintain, use, modify, replace, and remove the Encroachment in accordance with the Guidelines, as may be updated from time to time. Except for routine operational and maintenance activities that do not involve excavation or blasting, Owner shall provide Company at least three (3) business days' advance notice prior to commencing any construction (including excavation or blasting), maintenance, operation, inspection, repair, replacement, and removal of the Encroachment and resolve any location, grade or other encroachment-related problems.
4. All digging and excavation within the Company Easement shall be conducted solely by a Company-approved mechanical excavation method or as otherwise agreed upon in writing by Company, up to and within, the greater of, twenty four inches (24") or eighteen inches plus half the diameter of the pipe (18" + $\frac{1}{2}$ OD") of the Company Facilities, at which point all excavation shall be conducted solely by a Company-approved soft-digging methods.
5. Company requires that each contractor or subcontractor associated with the Encroachment, submit Texas One Call (8-1-1) Ticket(s) for each different phase of the Encroachment that involves each disturbance (grading, excavating, trenching, digging, etc.), as required by Texas One Call (8-1-1) and applicable Texas law.
6. Company shall not permit the parking of any heavy equipment or vehicles on the Company Easement. Heavy equipment shall only be allowed to cross Company Facilities at locations designated by Company during construction of the Encroachment. Owner shall comply with all precautionary measures required by Company to protect Company Facilities and the Company Easement.
7. Owner shall not (i) store or stockpile equipment, material, fill, or spoil on the Company Easement, (ii) construct any permanent structure, building(s) or obstructions (including power poles, light standards, or any other improvements or appurtenances) within the Company Easement, other than the Encroachment in accordance with the Exhibit "A", (iii) plant or install any landscaping, including shrubs or trees, within the Company Easement, or (iv) burn trash, brush, etc. within the Company Easement.
8. Owner shall not perform or permit to be performed excavation or grading which could result in erosion or which could render the Company Easement inaccessible unless approved in advance by Company. No water impoundments shall be permitted on the Company Easement. Owner agrees, at its expense to restore the Company Easement to as near as its original condition as it existed immediately prior to such work as possible and provide reasonable protection to the Company Facilities.
9. 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, any loss of subjacent or lateral support to the Company Easement and/or Company Facilities caused by the Encroachment.
10. Owner shall be entitled to modify and replace the Encroachment, subject to Company's written approval, such approval not to be unreasonably withheld, and as long as any such modification and replacement does not adversely affect the Company Facilities and so long as such modification adheres to the Guidelines. Owner shall submit plans for proposed modifications to Company not less than thirty (30) days before construction of such modification or replacement begins, at which point Company shall approve such plans or suggest plan changes that will be acceptable to the Company and all provisions of this Agreement shall be complied with, as applicable, with respect to such modifications or replacement.
11. 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 (individually, a "Company Activity") in any way, shape, manner, or form affect or damage 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 the Company Activity, and Owner, to the extent allowed by law, hereby releases and holds

harmless Company, Company's affiliates, subsidiaries and parent companies, and their respective directors, officers, agents, representatives, contractors, and subcontractors from any and all damages resulting from such Company Activity.

12. During the term of this Agreement, Owner shall carry and maintain, and shall cause its contractors to carry and maintain the following insurance from carriers with an A.M. Best rating of not less than A-VII:
 - a. Statutory Coverage Workers' Compensation Insurance (including Occupational Disease Coverage) in accordance with the laws of the states where the work is to be performed.
 - b. Employer's Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$1,000,000 per disease/each employee.
 - c. Commercial General Liability Insurance insuring the indemnity provisions set forth in this Agreement with a combined single limit of not less than \$1,000,000 per occurrence and \$5,000,000 in the aggregate. All policies shall remove any exclusion for explosion, collapse, and underground operations (XCU), sudden and accidental pollution and include coverage for blanket contractual liability assumed hereunder.
 - d. Comprehensive Automobile Liability Insurance covering liability arising out of any auto (owned, hired and non-owned); with a combined single limit of not less than \$1,000,000.
 - e. Umbrella/Excess Liability Insurance with a minimum limit of not less than \$5,000,000 per occurrence. Such umbrella policy shall follow the form of the Employer's Liability Insurance, Commercial General Liability Insurance and Business Automobile Liability Insurance set out above, be in excess of those underlying policies without gaps in limits and provide coverage as broad as those underlying policies.
 - f. Notwithstanding the foregoing, Owner shall self-insure its obligation to maintain Umbrella legal liability insurance limits of at least \$5M as allowed by law.

All insurance policies of Owner shall include a waiver of subrogation in favor of Company and each of its respective subsidiary or affiliated companies and entities and shall name Company and each of its respective subsidiary or affiliated companies and entities, and their respective directors, officers, agents and employees as additional insureds (except for Workers' Compensation). All such insurance coverage required of Owner shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to or maintained by or for the benefit of Company. Prior to beginning any operations under this Agreement, Owner shall furnish Company with certificates of insurance evidencing insurance coverage and provisions provided for in this Agreement. Notwithstanding the foregoing, Owner may self-insure to meet the insurance requirements of this Section. If Owner elects to self-insure any of the requirements above, Owner's self-insurance program shall respond in the same manner as commercial insurance with regard to additional insured and waiver of subrogation.

13. Owner hereby agrees to maintain a minimum of two feet (2') of separation underneath Company's Facilities.
14. As required by Company's inspector, Owner will install Company-approved air-bridges over all Company Facilities associated with the proposed pipeline installation within the Company Easement. Owner will maintain or, if applicable, always reinstall approved wood air-bridges while same is being utilized by Owner for any and all equipment or loads in excess of 10,000 pounds per vehicle load limit. Company reserves the right to require Owner to furnish and install temporary matting, earthen fill and/or air-bridging over the Company Facilities for protection from heavy loading during temporary crossing activities.

15. Owner agrees to prepay Company for Company's damage prevention inspector in accordance with the terms of the Damage Prevention Inspector Reimbursement Agreement, incorporated herein by reference and made a part hereof for all purposes.
16. Notwithstanding the foregoing or anything to the contrary contained in this Agreement, Company understands and agrees that Owner is a governmental entity and is subject to the statutory payment provisions of the Texas Prompt Payment Act under Chapter 2251 of the Texas Government Code which provides that payments made by a governmental entity under a contract shall be made on or before the 31st day after the date on which the governmental entity receives an invoice. As such, any payments made by Owner to Company under this Agreement shall be made based on the following procedures:
 - a. Company shall submit to Owner staff person designated by the Fort Bend County Engineer, one electronic (pdf) copy of the invoice showing the amounts due for services performed in a form acceptable to owner.
 - b. Owner shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward the same to the Fort Bend County Auditor for processing. Owner shall pay each such approved invoice within thirty (30) calendar days of receipt of invoice.
17. Where applicable and required, it is agreed and understood that the only way to protect the Company Facilities is to install the cathodic protection system and AC mitigation measures defined and more accurately described below. No bonds will be allowed to the Company Facilities. Owner hereby agrees and accepts liability for any and all costs associated with the following corrosion protection and or remediation measures that are required by Company for a period of three years from the in service date of the new facilities; this requirement applies to, but is not limited to, all foreign pipelines crossings and parallel installations. Owner will test the Company Facilities at the completion of its construction to obtain a base-line for future testing, as further set forth below:
 - a. Owner will provide materials for the installation of (2) two test-leads on the Company Facilities at the crossing point, as well as materials for test leads and pipeline marker posts at the Company Easement boundaries. Owner will be responsible for the installation of the test-leads on the proposed Owner buried facilities and Company will install test leads on the Company Facilities. Owner test leads will be white and Company test leads will be black in color.
 - b. Owner will supply and install (2) two reference cell electrodes at each buried facility crossing location; one dedicated for Company and one dedicated to Owner. The placement, installation and wiring will be guided and overseen by Company field support during construction.
 - c. Owner agrees to assume all costs for testing, surveys and remediation if it becomes necessary to investigate for interference issues, cathodic, foreign bonding or AC.
 - d. Owner will compact backfill at crossings so the sheer load will be limited as soil settles.
18. 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. Should Owner fail to commence construction of the Encroachment within three hundred sixty-five (365) days from the Effective Date of this Agreement (herein defined below), this Agreement shall be null and void.
19. Owner shall be solely responsible for the construction, operation, maintenance, use, and removal of the Encroachment. To the extent allowed by law, Owner agrees to indemnify, defend and hold harmless Company, its parent, affiliates, and each of their respective officers, directors, agents, representatives, employees, contractors, and subcontractors and their respective successors and assigns (individually and collectively, "Company Indemnitees"), against and from any and all claims, actions, causes of actions, suits, demands, damages, losses, costs, expenses or liability whatsoever, including but not limited to reasonable attorney and expert fees and investigation costs

(collectively, "Claims"), to the extent arising out of, incidental to, or otherwise related in any way to (1) the existence of the Encroachment, or (2) Owner's exercise of its rights under this Agreement, to the extent such Claims arising from Owner's exercise of its rights under this agreement are caused by or arise from Owner's negligence, gross negligence and/or willful misconduct of Owner, Owner's employees, contractors, representatives, agents, successors and assigns, whether such Claims are brought during or after the term of this Agreement.

20. If any part, term or provision of this Agreement is, by a court of competent jurisdiction or regulatory authority having jurisdiction over the Company Easement, held to be illegal, void or unenforceable, or to be in conflict with the law of the state which the Company Easement 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.
21. Notwithstanding anything herein to the contrary, all rights and obligations under the Easement Agreement (defined above) shall remain in effect, including, but not limited to, all rights regarding ingress and egress to the Company Easement, which shall not be otherwise hindered by this Agreement.
22. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon their respective heirs, personal representatives, successors, and assigns. This Agreement shall become effective only upon execution by all Parties hereto and delivery of a fully executed counterpart to each Party (the "Effective Date").
23. 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.

[Remainder of page intentionally left blank]

Fort Bend County, Texas

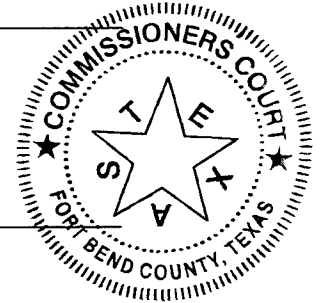
KP George

KP George, County Judge

ATTEST:

Laura Richard

Laura Richard, County Clerk



Kinder Morgan Crude & Condensate, LLC

Brittany Stoltz

Signature

Brittany Stoltz

Name

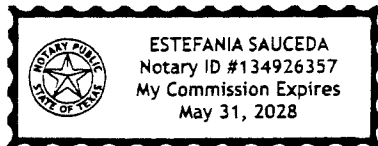
Attorney in fact

Title

THE STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

BEFORE ME, the undersigned authority, on this day personally appeared KP George, County Judge of Fort Bend County, 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 and on behalf of Fort Bend County, Texas.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9th day of October 2024

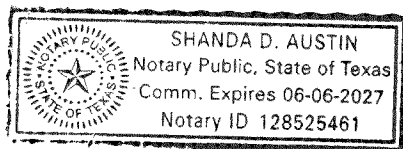


[Signature]
 Notary Public in and for the State of Texas

THE STATE OF TEXAS §
 §
 COUNTY OF Fort Bend §

BEFORE ME, the undersigned authority, on this day personally appeared Brittany Stalte 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 October day of 25 2024



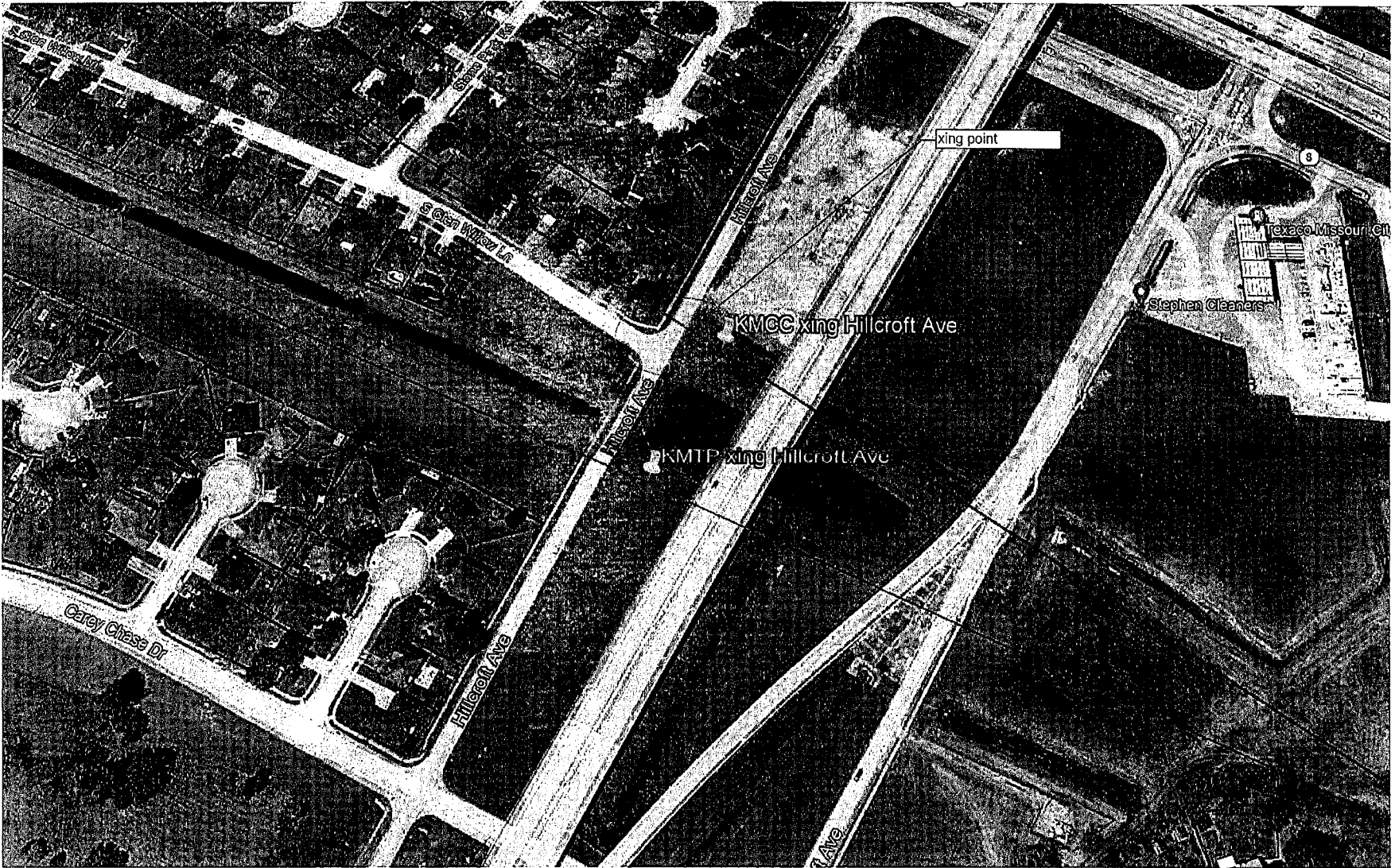
[Signature]
 Notary Public in and for the State of Texas

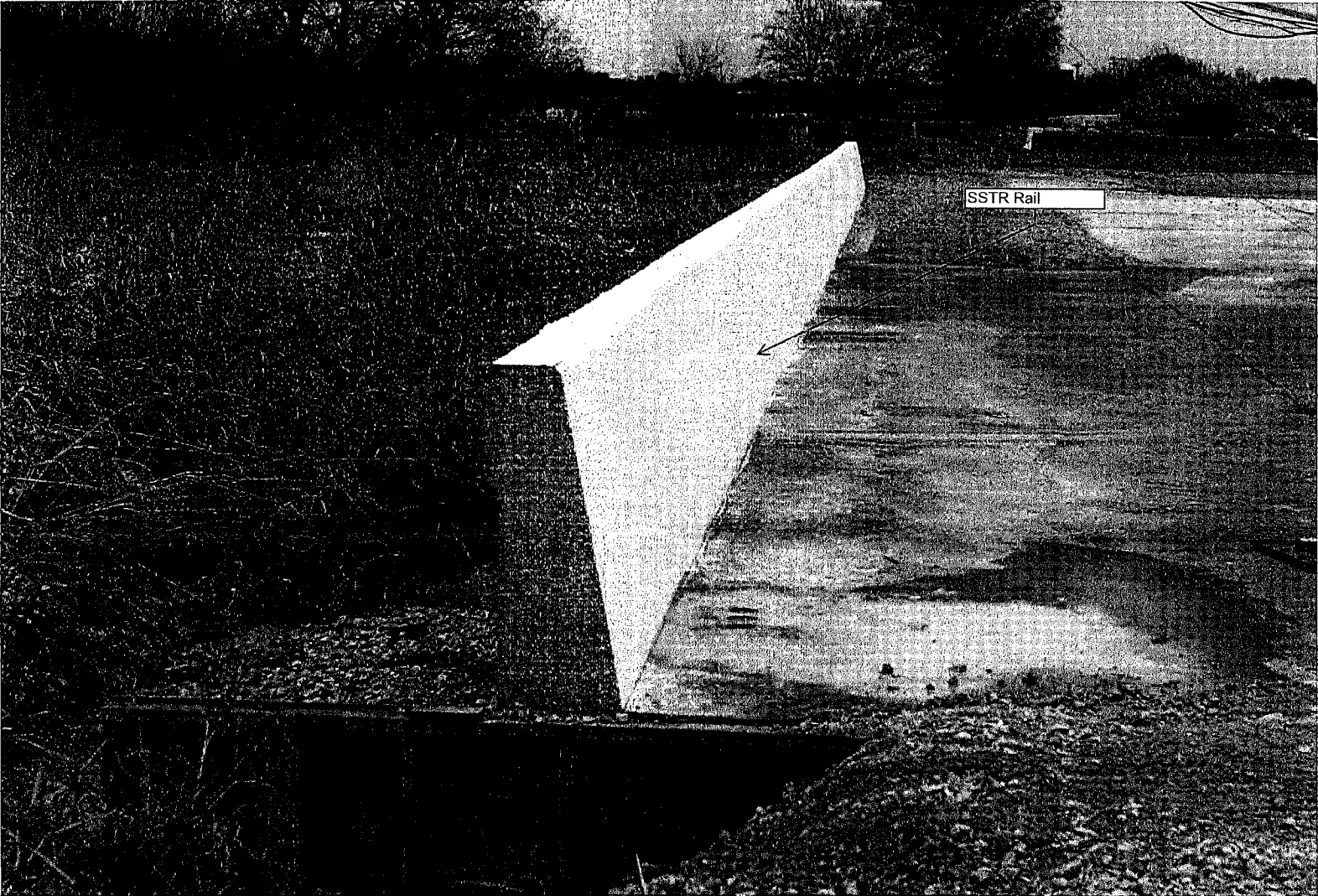
This Instrument prepared by & after recording return to:

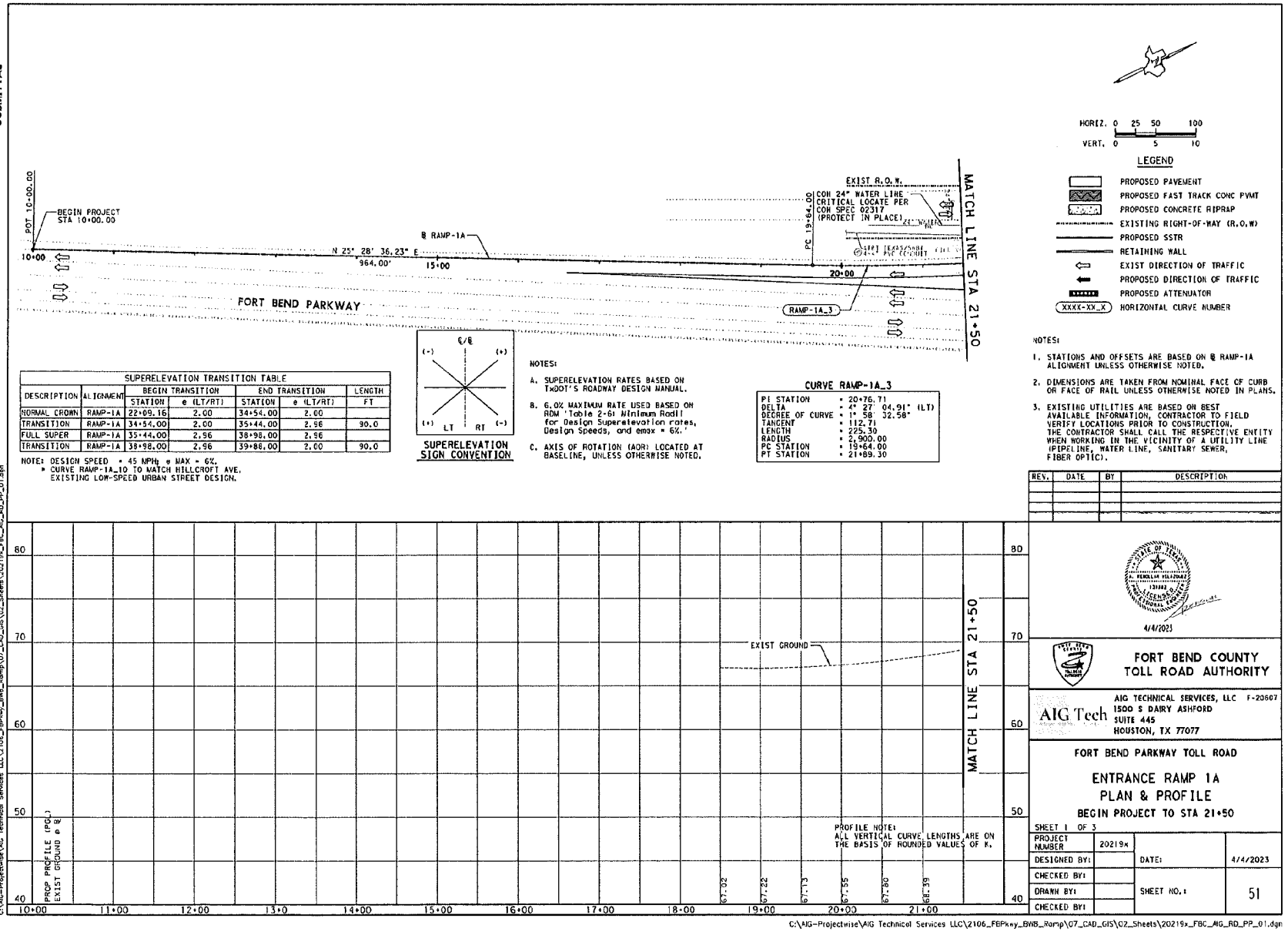
Kinder Morgan Texas Pipeline, LLC
 Land & Right of Way Department
 1001 Louisiana St.
 Suite 1000
 Houston, Texas 77002

Exhibit A

(Follows Behind)



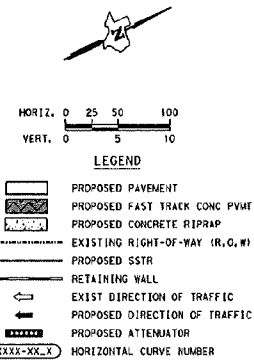
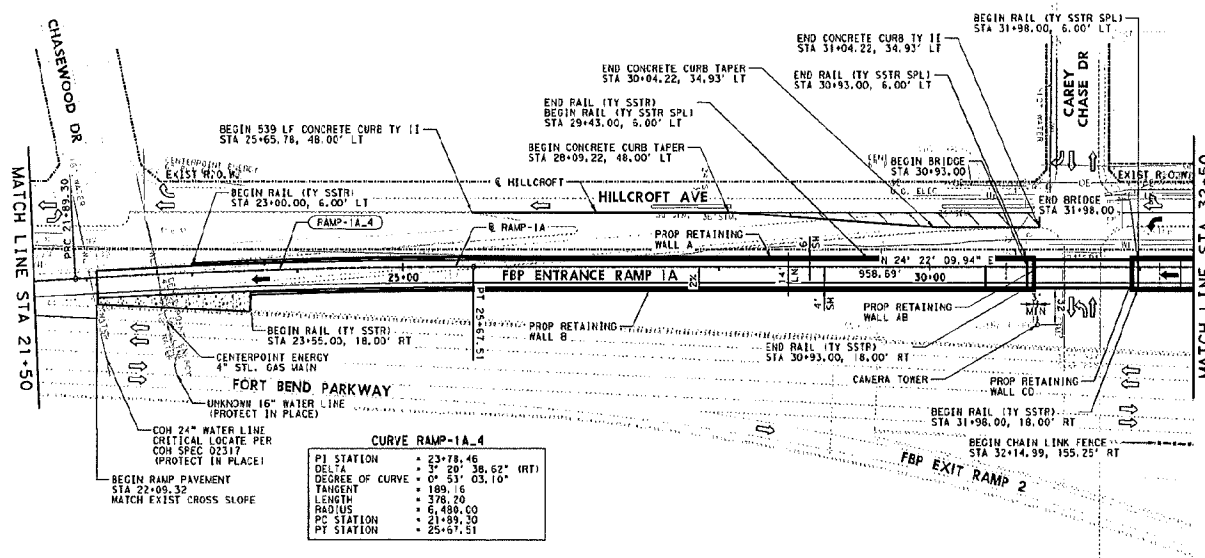




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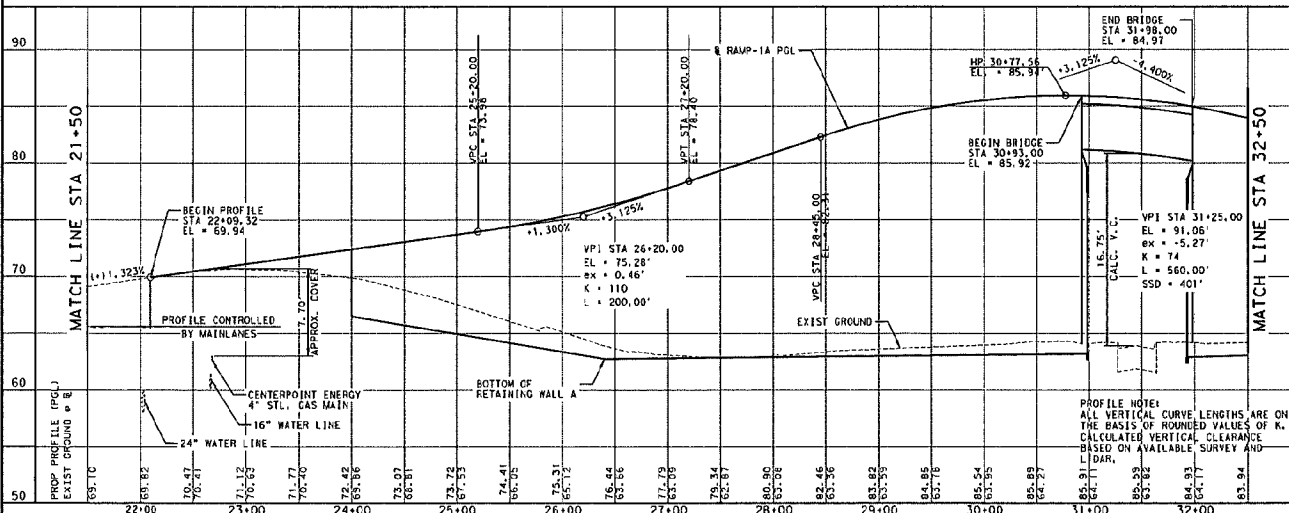
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SUBMITTAL



- NOTES:
- STATIONS AND OFFSETS ARE BASED ON R RAMP-1A ALIGNMENT UNLESS OTHERWISE NOTED.
 - DIMENSIONS ARE TAKEN FROM NOMINAL FACE OF CURB OR FACE OF RAIL UNLESS OTHERWISE NOTED IN PLANS.
 - EXISTING UTILITIES ARE BASED ON BEST AVAILABLE INFORMATION. CONTRACTOR TO FIELD VERIFY LOCATIONS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL CALL THE RESPECTIVE ENTITY WHEN WORKING IN THE VICINITY OF A UTILITY LINE (PIPELINE, WATER LINE, SANITARY SEWER, FIBER OPTIC).

REV.	DATE	BY	DESCRIPTION

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FORT BEND COUNTY TOLL ROAD AUTHORITY

AIG Tech
AIG TECHNICAL SERVICES, LLC F-20607
1500 S DAIRY ASHFORD
SUITE 445
HOUSTON, TX 77077

FORT BEND PARKWAY TOLL ROAD

ENTRANCE RAMP 1A
PLAN & PROFILE
STA 21+50 TO STA 32+50

SHEET 2 OF 3	
PROJECT NUMBER	20219x
DESIGNED BY:	DATE: 4/4/2023
CHECKED BY:	
DRAWN BY:	SHEET NO.: 52
CHECKED BY:	

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	PROPOSED PAVEMENT
	PROPOSED FAST TRACK CONC PYMT
	PROPOSED CONCRETE RIPRAP
	EXISTING RIGHT-OF-WAY (R.O.W.)
	PROPOSED SSTR
	RETAINING WALL
	EXIST DIRECTION OF TRAFFIC
	PROPOSED DIRECTION OF TRAFFIC
	PROPOSED ATTENUATOR
	HORIZONTAL CURVE NUMBER

1. STATIONS AND OFFSETS ARE BASED ON R RAMP-1A ALIGNMENT UNLESS OTHERWISE NOTED.
2. DIMENSIONS ARE TAKEN FROM NOMINAL FACE OF CURB OR FACE OF RAIL UNLESS OTHERWISE NOTED IN PLANS.
3. EXISTING UTILITIES ARE BASED ON BEST AVAILABLE INFORMATION. CONTRACTOR TO FIELD VERIFY LOCATION AND DEPTHS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL CALL THE RESPECTIVE ENTITY WHEN WORKING IN THE VICINITY OF A UTILITY LINE (PIPELINE, WATER LINE, SANITARY SEWER, FIBER OPTIC).



AIG Tech
Insurance & Financial Services

FORT BEND PARKWAY TOLL ROAD

PLAN & PROFILE

STA 32+50 TO END PROJECT

PROJECT NUMBER	
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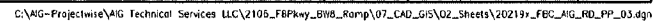
CHECKED BY:	
DATE:	

DATE: _____

TABLE 1. *Continued*

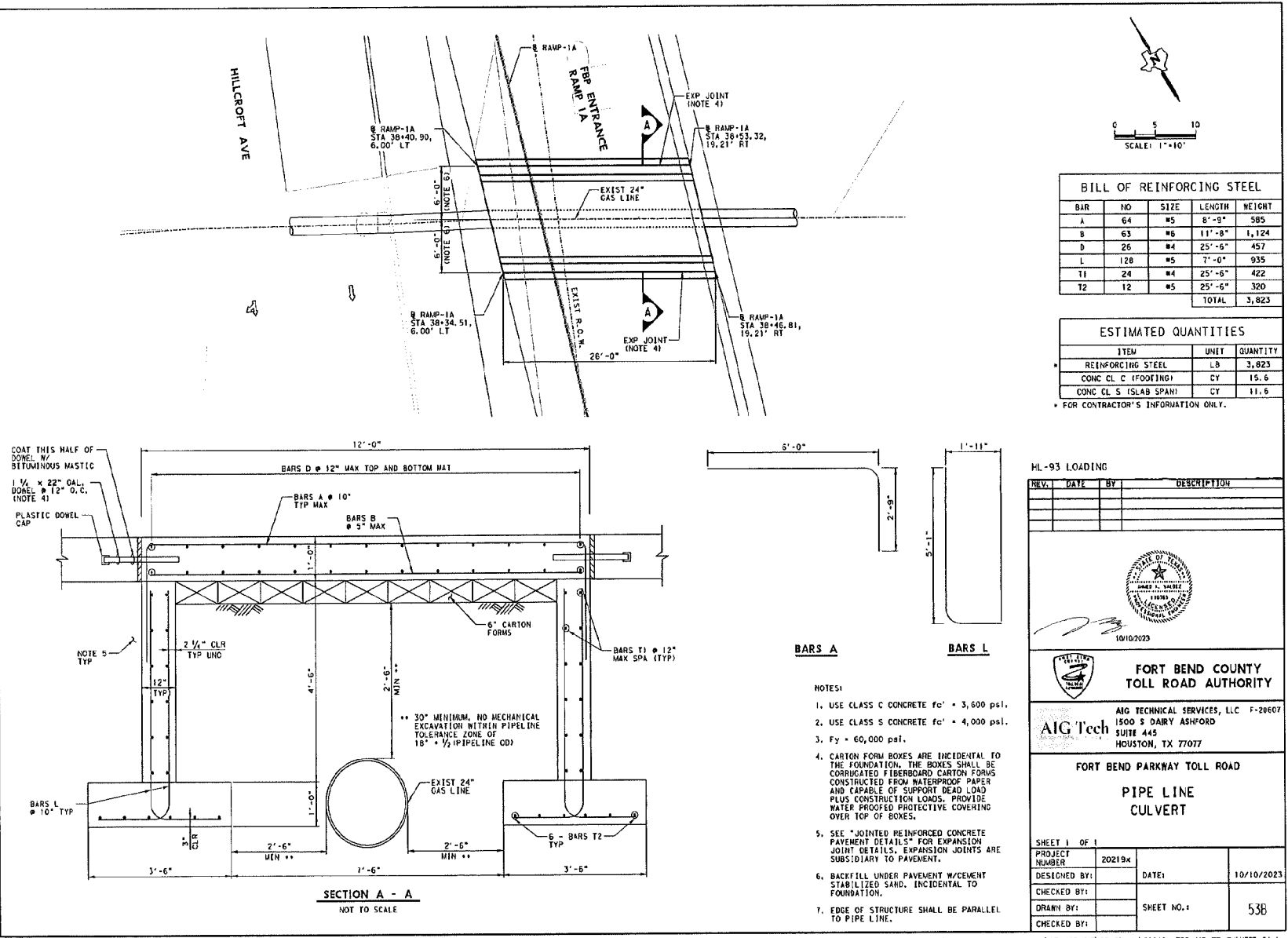
SHEET NO. 1

Sheets\20219x 6

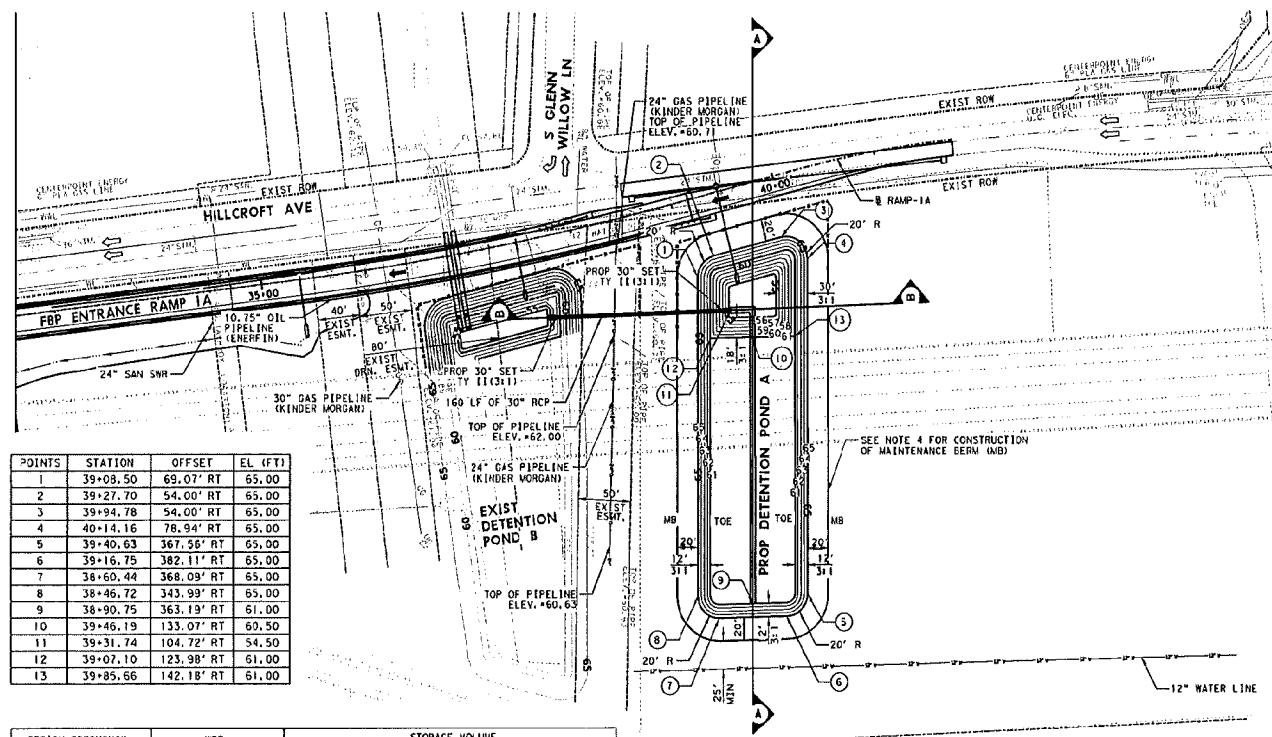


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SUBMITTAL

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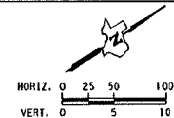
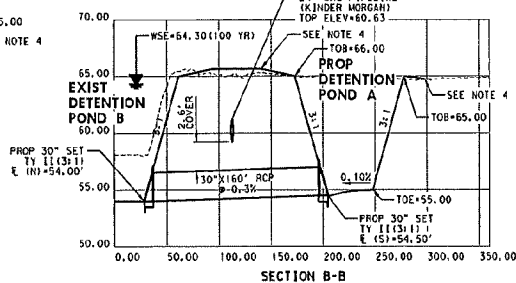
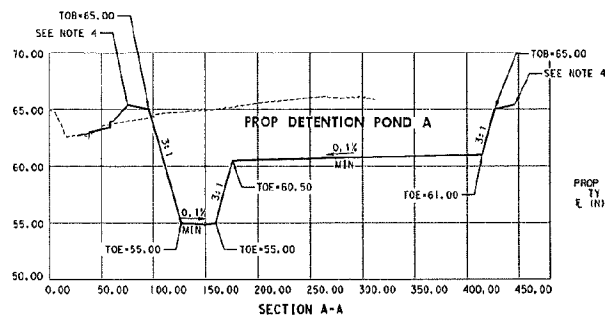
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POINTS	STATION	OFFSET	EL. (FT)
1	39+08.50	69.07' RT	65.00
2	39+27.70	54.00' RT	65.00
3	39+94.78	54.00' RT	65.00
4	40+14.16	78.94' RT	65.00
5	39+40.63	367.56' RT	65.00
6	39+16.75	382.11' RT	65.00
7	38+60.44	368.09' RT	65.00
8	38+46.72	343.99' RT	65.00
9	38+90.75	363.19' RT	61.00
10	39+46.19	133.07' RT	60.50
11	39+31.74	104.72' RT	54.50
12	39+07.10	123.98' RT	61.00
13	39+85.66	142.18' RT	61.00

DESIGN FREQUENCY (YR)	WSE (FT)	STORAGE VOLUME	
		REQUIRED (AC-FT)	PROVIDED (AC-FT)
100 - YEAR	64.3	ROADWAY 0.829	PROPOSED IMPERVIOUS 0.600
TOTAL		1.429	2.461

ITEMS	DESCRIPTION	UNIT	QTY
110 6001	EXCAVATION (CHANNEL)	CY	5242
400 6005	CEM STABIL BKFL	CY	97
402 6001	TRENCH EXCAVATION PROTECTION	LF	160
464 6019	RC PIPE (CL 1V) (30 IN)	LF	160
467 6418	SET TY (1) (30 IN) (RCP) (3) (1) (P)	EA	2

**LEGEND**

- SAFETY END TREATMENT (SET)
- STORM SEWER PIPE/BOX
- MB MAINTENANCE BERM
- TOB TOP OF BANK
- TOE TOE OF SLOPE

NOTES:

- REFER TO DRAINAGE PLAN AND PROFILE FOR ADDITIONAL INFORMATION.
- REFER TO STORM SEWER STANDARDS FOR MISCELLANEOUS STORM SEWER DETAILS.
- REFER TO CULVERT LAYOUT SHEET FOR EXISTING DETENTION POND B GRADING.
- CONTRACTOR TO MATCH EXISTING ELEVATION ALONG MAINTENANCE BERM (MB).
- EXCAVATED MATERIAL MAY BE USED FOR ROADWAY EMBANKMENT.
- EXISTING UTILITIES ARE BASED ON BEST AVAILABLE INFORMATION. CONTRACTOR TO FIELD VERIFY ALL UTILITIES PRIOR TO STARTING CONSTRUCTION. THE CONTRACTOR SHALL CONTACT THE RESPECTIVE COMPANY WHEN WORKING IN THE VICINITY OF A PIPELINE.
- NO EXPRESSED OR IMPLIED WARRANTIES ARE MADE BY PROJECT FOR THE ACCURACY, COMPLETENESS, UTILITY, OR SUITABILITY OF THE UTILITY LINE DATA PROVIDED BY THE REPRESENTATIVE UTILITY COMPANY FOR USE IN THE PLANS. THIS INFORMATION IS PROVIDED SO THE CONTRACTOR IS MADE AWARE OF THEIR GENERAL PROXIMITY TO THE PROPOSED WORK. BY STATE LAW, THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE LOCATION OF ALL PROJECT UTILITIES PRIOR TO CONSTRUCTION. EXEMPTIONS SHOWN HAVE NOT BEEN VERIFIED.

REV.	DATE	BY	DESCRIPTION



10/10/2023



**FORT BEND COUNTY
TOLL ROAD AUTHORITY**

AG Tech

AG TECHNICAL SERVICES, LLC F-20607
1500 S DAWY ASHFORD
SUITE 445
HOUSTON, TX 77077

**FORT BEND PARKWAY TOLL ROAD
ENTRANCE RAMP 1A
DETENTION POND DETAILS**

SHEET 1 OF 1		
PROJECT NUMBER	20219x	
DESIGNED BY:		DATE: 10/10/2023
CHECKED BY:		
DRAWN BY:		SHEET NO. 1
CHECKED BY:		868

Exhibit B

(Follows Behind)



Guidelines for Design and Construction near

Kinder Morgan Operated Facilities

Name of Company: Kinder Morgan

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 Kinder Morgan (Company) right-of-way (ROW) are not intended nor do they waive or modify any rights Company may have under existing easements or ROW agreements. Reference existing easements and amendments for additional requirements. This list of requirements is applicable for Company facilities on easements only. Encroachments on fee property should be referred to the Land and Right-of-Way Department.

Design

- Company shall be provided sufficient prior notice of planned activities involving excavation, blasting, or any type of construction on Company'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 Company 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 Company's ROW. The encroaching entity shall also provide a set of as-built drawings showing the proposed facilities in the vicinity of Company's ROW.
- Only facilities shown on drawings reviewed by Company will be approved for installation on Company's ROW. All drawing revisions that effect facilities proposed to be placed on Company's ROW must be approved by Company in writing.
- Company shall approve the design of all permanent road crossings.
- Encroaching entity shall, at the discretion of the Company, incorporate Heath ATI "sniffer" Gas Detection Units in the design of paved areas or "Green Belt" areas of Company ROW. The units shall be installed per Company Standard TYP-V-0100-B010 – Gas Detection Unit for Pipelines Located under Asphalt or Concrete Parking Areas.
- Any repair to surface facilities following future pipeline maintenance or repair work by Company will be at the expense of the developer or landowner.
- The depth of cover over the Company pipelines shall not be reduced nor drainage altered without Company's written approval.
- Construction of any permanent structure, building(s) or obstructions within Company pipeline easement is not permitted.
- Planting of shrubs and trees is not permitted on Company pipeline easement.
- Irrigation equipment i.e. backflow prevent devices, meters, valves, valve boxes, etc. shall not be located on Company easement.
- Foreign line, gas, water, electric and sewer lines, etc., may cross perpendicular to Company's pipeline within the ROW, provided that a minimum of two (2) feet of vertical clearance is maintained between Company pipeline(s) and the foreign pipeline. Constant line elevations must be maintained across Company's entire ROW width, gravity drain lines are the only exception. Foreign line crossings below the Company pipeline must be evaluated by Company to ensure that a significant length of the Company 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 Company pipeline with less than two (2) feet of clearance must be evaluated by Company to ensure that additional support is not necessary to prevent settling on top of the Company natural gas pipeline.
- A foreign pipeline shall cross Company facilities at as near a ninety-degree angle as possible. A foreign pipeline shall not run parallel to Company pipeline within Company easement without written permission of Company.
- The foreign utility should be advised that Company maintains cathodic protection on their pipelines. The foreign utility must coordinate their cathodic protection system with Company's. At the request of Company, foreign utilities shall install (or allow to be installed) cathodic protection test leads at all crossings for the purposes of monitoring cathodic protection. The Company 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 Company. All costs associated with the correction of cathodic protection problems on Company 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 Company 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 Company ROW.
- No power poles, light standards, etc. shall be installed on Company easement.

Construction

- Contractors shall be advised of Company's requirements and be contractually obligated to comply.
- The continued integrity of Company's pipelines and the safety of all individuals in the area of proposed work near Company's facilities are of the utmost importance. Therefore, contractor must meet with Company representatives prior to construction to provide and receive notification listings for appropriate area operations and emergency personnel. **Company'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 Company transmission and distribution lines prior to crossing to determine the exact alignment and depth of the lines. A Company representative must be present. In the event of parallel lines, only one pipeline can be exposed at a time.
- Company will not allow pipelines to remain exposed overnight without consent of Company designated representative. Contractor may be required to backfill pipelines at the end of each day.
- A Company representative shall do all line locating. A Company representative shall be present for hydraulic excavation. The use of probing rods for pipeline locating shall be performed by Company representatives only, to prevent unnecessary damage to the pipeline coating.
- Notification shall be given to Company 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 Company's work site representative. Any Contractor schedule changes shall be provided to Company immediately.
- Heavy equipment will not be allowed to operate directly over Company pipelines or in Company ROW unless written approval is obtained from Company. Heavy equipment shall only be allowed to cross Company pipelines at locations designated by Company. Contractor shall comply with all precautionary measures required by Company 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 Company ROW inaccessible shall not be permitted unless the contractor/developer/owner agrees to restore the area to its original condition and provide protection to Company's facility.
- A Company representative shall be on-site to monitor any construction activities within 25-feet of a Company pipeline or aboveground appurtenance. The contractor **shall not** work within this distance without a Company 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 Company 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 10-feet of Company facility unless Company representative is present.
- Temporary support of any exposed Company pipeline by Contractor may be necessary if required by Company's on-site representative. Backfill below the exposed lines and 12-inches above the lines shall be replaced with sand or other selected material as approved by Company's on-site representative and thoroughly compacted in 12-inches lifts to 95% of standard proctor dry density minimum or as approved by Company's on-site representative. This is to adequately protect against stresses that may be caused by the settling of the pipeline.



Guidelines for Design and Construction near Kinder Morgan Operated Facilities

- No blasting shall be allowed within 1000-feet of Company's facilities unless blasting notification is given to Company including complete Blasting Plan Data. A pre-blast meeting shall be conducted by the organization responsible for blasting.

Company 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 Company's facilities as a result of their activities whether or not Company representatives are present. Company 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 Company's facilities unless blasting notification is given to Company a minimum of one week before blasting. *(Note: covered above)* Company 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 Company in addition to meeting requirements for 500-feet and 1000-feet being met above. A written emergency plan shall be provided by the organization responsible for blasting. *(Note: covered above)*

- **Any** contact with any Company facility, pipeline, valve set, etc. shall be reported immediately to Company. 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.
- Company personnel shall install all test leads on Company facilities.
- Burning of trash, brush, etc. is not permitted within the Company ROW.