



## ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT (this "Agreement") is made and entered into as of the 14<sup>th</sup> day of January, 2025 by and between Dow Hydrocarbons and Resources LLC with an office at 1254 Enclave Pkwy, Houston, TX 77077 (the "Owner") and Copano NGL Services (Markham), L.L.C. with an office at 1001 Louisiana St. Suite 1000 Houston, TX 77002 (the "Operator"), and Fort Bend County, Texas whose address is 301 Jackson, Richmond, TX 77469 (the "County"). Owner, Operator, and County may be individually referred to in this Agreement as a "Party" and collectively referred to in this Agreement as the "Parties".

WHEREAS, the Operator operates a 6-inch natural gas pipeline on behalf of the Owner (the "Pipeline") under an unrecorded Lease Agreement dated January 18, 2010 pursuant to rights granted in a Right of Way Agreement dated August 10, 1950, and filed for record September 13, 1950 and recorded October 11, 1950 at Volume 274, Page 456 of the Deed Records of Fort Bend County, Texas.

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

WHEREAS, Huggins Drive is a city street and public road right-of-way maintained by the City of Fulshear, which is subject to the Easement and is described as follows:

The Huggins Drive right-of-way being a 2.524 acre tract of land, more or less, located in the Fulshear Churchill League, Abstract No. 29, Fort Bend County, Texas; said 2.524 acre tract of land being more particularly described by metes and bounds in Deed conveyed to Lamar Consolidated Independent School District recorded under Vol. 746, Page 498 of the Official Public Records of Fort Bend County, Texas.

WHEREAS, County, pursuant to a certain Interlocal Agreement dated January 26, 2021 with the City of Fulshear, is improving and widening the Huggins Drive right-of-way from FM 359 to Katy Fulshear Road under Mobility Bond Project No. 13313; and

WHEREAS, Operator is hereby willing, at the request of County, to allow County to construct, maintain, operate, inspect, repair, replace and remove, at County's sole risk and expense, the widening of Huggins Drive right of way and pavement across the existing 6 " Kinder Morgan gasoline. A sixteen inch (16") waterline will also be bored under the gasoline (hereinafter the "Encroachment", whether one or more) across the Facilities within the 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, Operator and County agree as follows:

1. Owner and Operator agree to allow the County to construct, maintain, operate, inspect, repair, replace and remove the Encroachment within the Easement, but only insofar as the Encroachment affects the Easement within the Parcel. The permission granted herein is limited exclusively to the Encroachment.
2. County shall construct, own, operate, maintain, use, modify, replace, and remove the Encroachment in accordance with Operator'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. **A Operator representative shall be on-site to monitor any construction activities within twenty-five feet (25') of Facilities. County shall notify Operator at (361) 293-3324 at least seventy-two (72) hours prior to commencing any construction activities (exclusive of Saturdays, Sundays, and legal holidays).** Operator'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 Operator's rights under the Easement, until such time as corrective action is taken. Operator will not be liable to County for any costs or expenses caused by Operator's on-site representative's suspension of any work or activity while such corrective action is being taken by County.

3. After initial construction of the Encroachment, County 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, County shall provide Operator 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 Easement shall be conducted solely by a Operator-approved mechanical excavation method or as otherwise agreed upon in writing by Operator, up to and within, the greater of, twenty four inches (24") or eighteen inches plus half the diameter of the pipe (18" + ½ OD") of the Facilities, at which point all excavation shall be conducted solely by a Operator-approved soft-digging method.
5. Owner and Operator require 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 earth disturbance (grading, excavating, trenching, digging, etc.), as required by Texas One Call (8-1-1) and applicable Texas law.
6. Operator shall not permit the parking of any heavy equipment or vehicles on the Easement. Heavy equipment shall only be allowed to cross Facilities at locations designated by Operator during construction of the Encroachment. County shall comply with all precautionary measures required by Operator to protect Facilities and the Easement.
7. County shall not (i) store or stockpile equipment, material, fill, or spoil on the Easement, (ii) construct any permanent structure, building(s) or obstructions (including power poles, light standards, or any other improvements or appurtenances) within the Easement, other than the Encroachment in accordance with the Exhibit "A", (iii) plant or install any landscaping, including shrubs or trees, within the Easement, or (iv) burn trash, brush, etc. within the Easement.
8. County shall not perform or permit to be performed excavation or grading which could result in erosion or which could render the Easement inaccessible unless approved in advance by Operator. No water impoundments shall be permitted on the Easement. County agrees, at its expense to restore the Easement to as near as its original condition as it existed immediately prior to such work as possible and provide reasonable protection to the Facilities.
9. County shall not reduce the depth of cover on, or permit such alteration anywhere on, or alter the drainage of the Easement without Operator's prior written consent, which Operator may withhold or condition in its sole discretion. County shall be solely responsible for, and shall bear the expense of repairs attributable to, any loss of subjacent or lateral support to the Easement and/or Facilities caused by the Encroachment.
10. County shall be entitled to modify and replace the Encroachment, subject to Owner and Operator's written approval, such approval not to be unreasonably withheld, and as long as any such modification and replacement does not adversely affect the Facilities and so long as such modification adheres to the Guidelines. County shall submit plans for proposed modifications to Operator not less than thirty (30) days before construction of such modification or replacement begins, at which point Operator shall approve such plans or suggest plan changes that will be acceptable to the Operator and all provisions of this Agreement shall be complied with, as applicable, with respect to such modifications or replacement.

11. Should Operator's construction, reconstruction, operation, maintenance, alteration, repair, replacement, removal, addition, or changing the size of any of its Facilities within the Easement (individually, a "Operator Activity") in any way, shape, manner, or form affect or damage the Encroachment, or any portion thereof, County 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 Operator Activity, and County, to the extent allowed by law, hereby releases and holds harmless Operator, Operator's affiliates, subsidiaries and parent companies, and their respective directors, officers, agents, representatives, contractors, and subcontractors from any and all damages resulting from such Operator Activity.
12. During the term of this Agreement, County 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.
  - 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.

All insurance policies of County shall include a waiver of subrogation in favor of Operator and each of its respective subsidiary or affiliated companies and entities, and shall name Operator 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 coverages required of County 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 Operator. Prior to beginning any operations under this Agreement, County shall furnish Operator with certificates of insurance evidencing insurance coverage and provisions provided for in this Agreement. Notwithstanding the foregoing, County may self-insure to meet the insurance requirements of this Section. If County elects to self-insure any of the requirements above, County's self-insurance program shall respond in the same manner as commercial insurance with regard to additional insured and waiver of subrogation.

13. County hereby agrees to maintain a minimum of two feet (2') of separation underneath Operator's Facilities.
14. Should County remove the Encroachment, in its entirety, from the Easement for a term of one hundred twenty (120) consecutive days, this Agreement shall be deemed null and void. Should County 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.
15. County shall be solely responsible for the construction, operation, maintenance, use, and removal of the Encroachment. To the extent allowed by law, County agrees to indemnify, defend and hold harmless Operator, 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, "Operator 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) County's exercise of its rights under this Agreement, to the extent such Claims arising from County's exercise of its rights under this agreement are caused by or arise from County's negligence, gross negligence and/or willful misconduct of County, County's employees, contractors, representatives, agents, successors and assigns, whether such Claims are brought during or after the term of this Agreement.
16. If any part, term or provision of this Agreement is, by a court of competent jurisdiction or regulatory authority having jurisdiction over the Easement, held to be illegal, void or unenforceable, or to be in conflict with the law of the state which the 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

17. 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 Easement, which shall not be otherwise hindered by this Agreement.
18. 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").
19. 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.

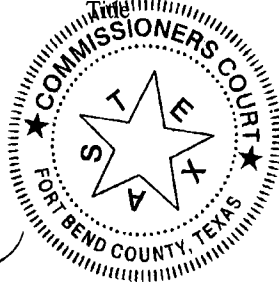
*[Remainder of page intentionally left blank]*

Fort Bend County

KP George  
Signature

KP George  
Name

County Judge



ATTEST  
Laura Richard  
Laura Richard, County Clerk

Owner  
Dow Hydrocarbons and Resources LLC

Brian Nieto  
Signature

Brian Nieto  
Name

Authorized Rep  
Title

Operator  
Copano NGL Services (Markham), L.L.C.

Brittany Stolte  
Signature

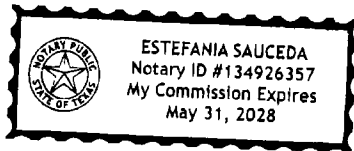
S/A ~~Michelle Vargas~~ Brittany Stolte  
Name

Attorney in Fact

THE STATE OF TEXAS §  
§  
COUNTY OF FORT BEND §

This instrument was acknowledged before me on this the 14 day of January, 2025 by  
KP George, County Judge of Fort Bend County, Texas, on behalf of and as the act of the said entity.

{Seal}



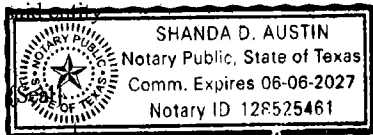
May 31, 2028  
Commission Expires

Estefania Saucedo  
Notary Public

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 6<sup>th</sup> day of February, 2025 by  
Brittany Stolte  
Melanie Vargas, as Attorney-in-Fact of, Copano NGL Services (Markham), L.L.C., on behalf of and as the act of the

SDA



06-06-2027  
Commission Expires

Shanda D. Austin  
Notary Public

This Instrument prepared by & after recording return to:

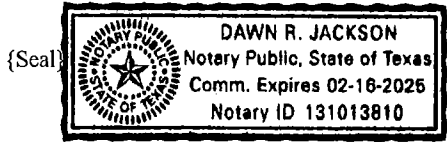
Copano NGL Services (Markham), L.L.C.  
Land & Right of Way Department  
1001 Louisiana St. Suite 1000  
Houston, Texas 77002

THE STATE OF TEXAS

§  
§  
§

COUNTY OF HARRIS

This instrument was acknowledged before me on this the 10<sup>th</sup> day of February, 2025 by Brian Nieto, as Authorized Representative of, Dow Hydrocarbons and Resources LLC, on behalf of and as the act of the said entity.



Commission Expires

*[Handwritten Signature]*  
 \_\_\_\_\_  
 Notary Public

**Exhibit A**

# HUGGINS DRIVE FROM FM 359 TO FULSHEAR KATY RD

PROJECT NO. 13313

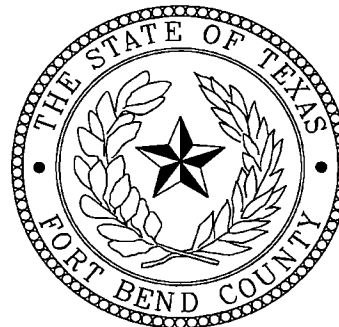
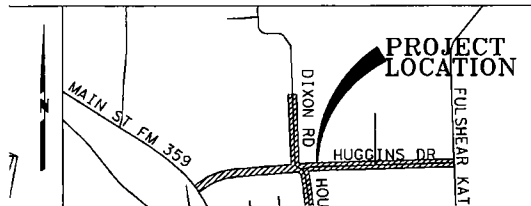
VINCENT M. MORALES, JR.  
COMMISSIONER PRECINCT 1

GRADY PRESTAGE  
COMMISSIONER PRECINCT 2

KP GEORGE  
COUNTY JUDGE

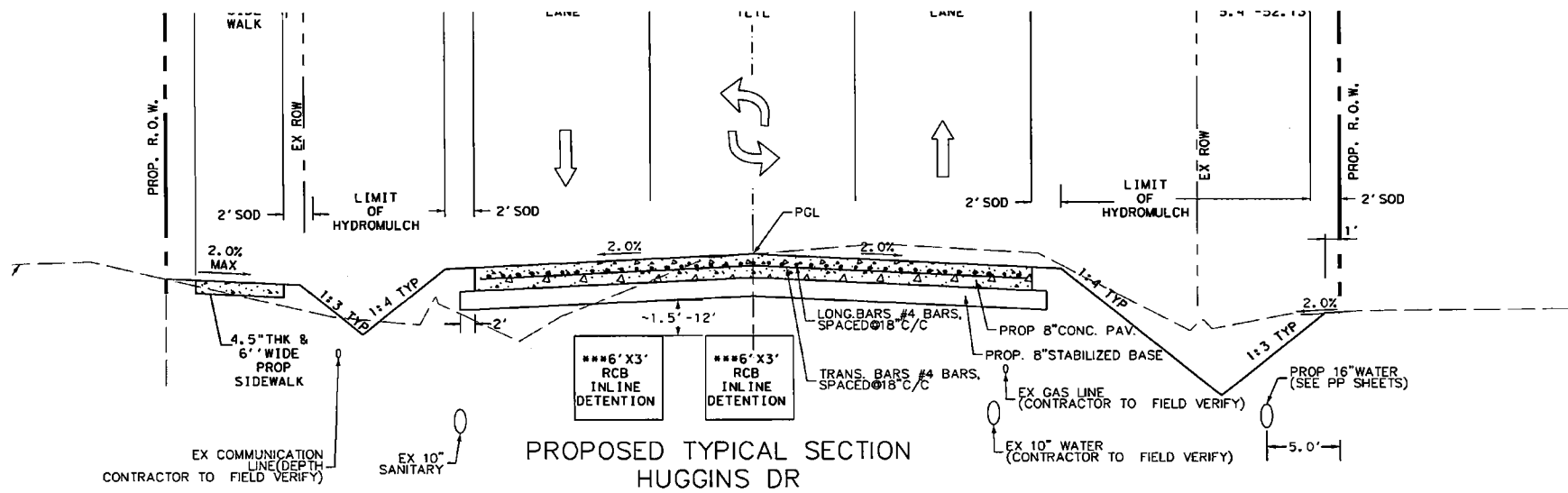
ANDY MEYERS  
COMMISSIONER PRECINCT

KEN R. DeMERCHANT  
COMMISSIONER PRECINCT

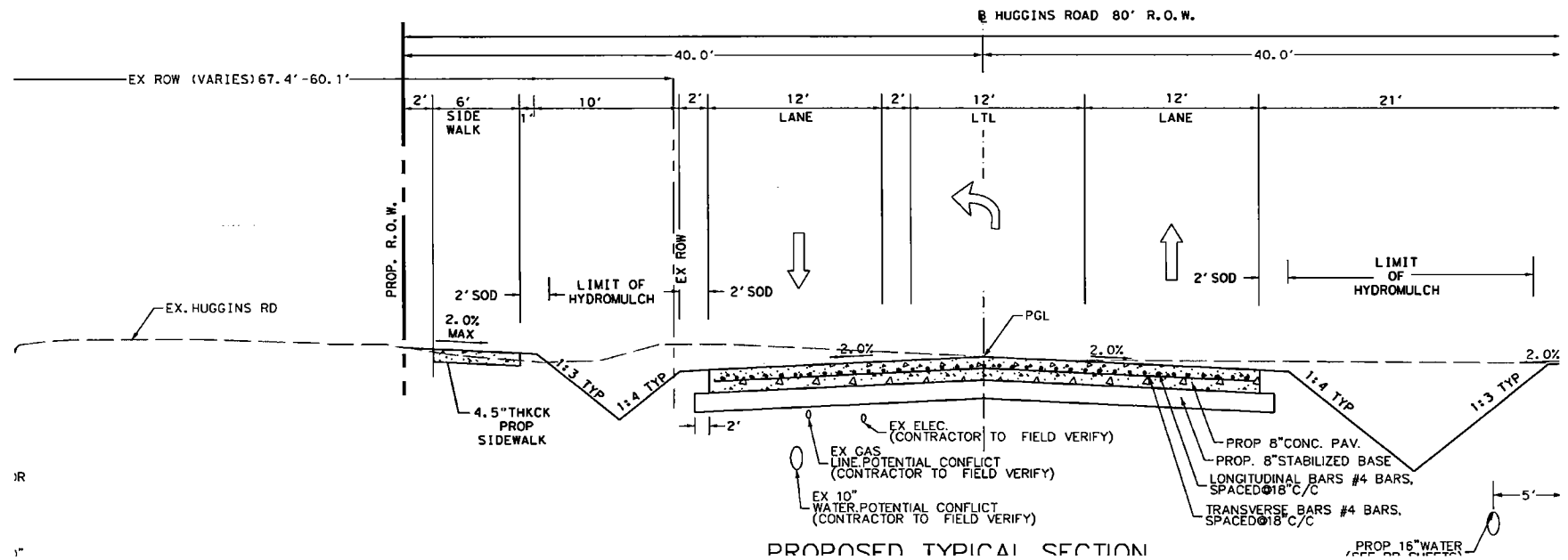


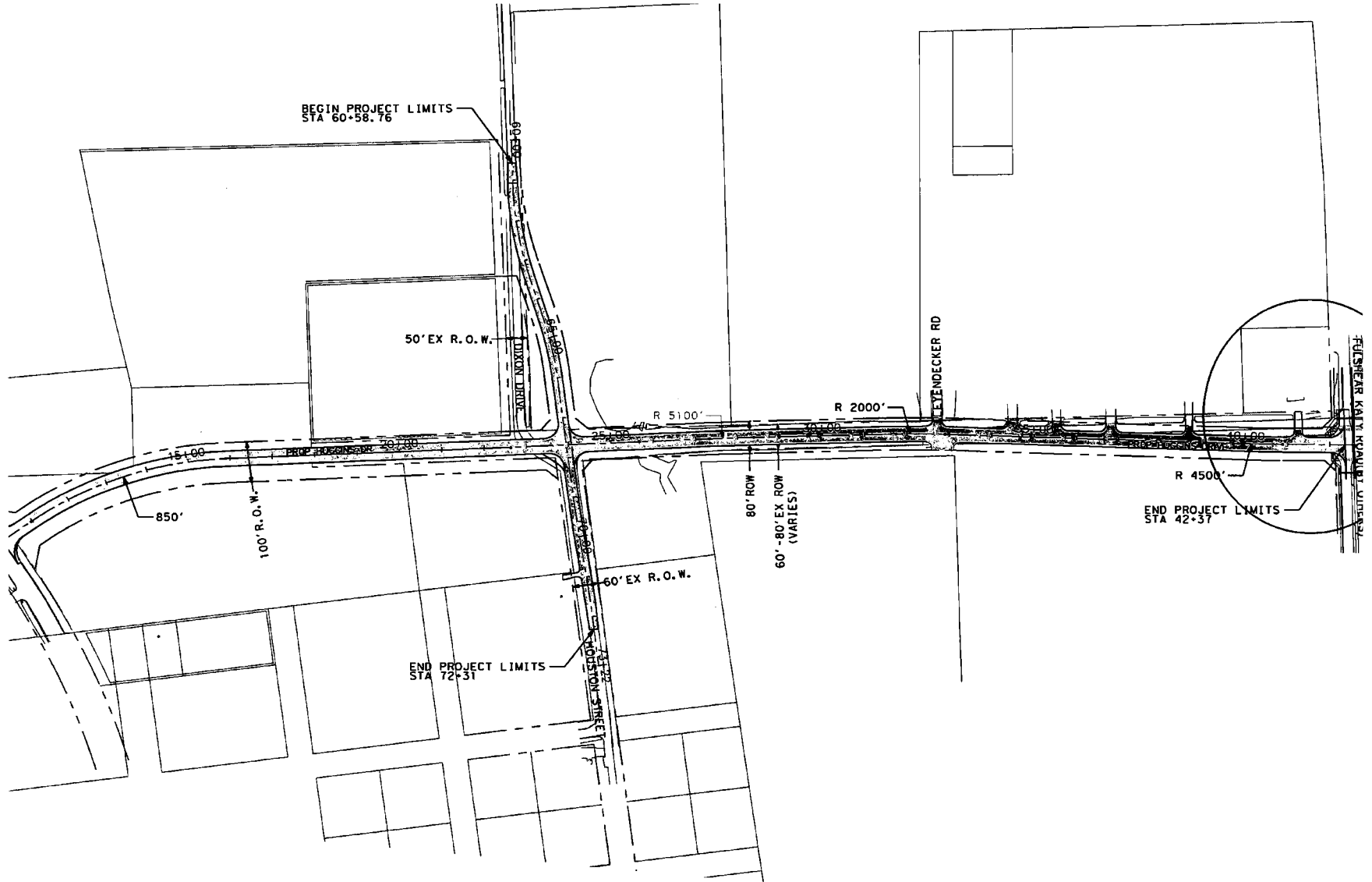
**SIRRUS**  
ENGINEERS, INC.  
3100 TIMMONS LN. SUITE 500  
HOUSTON, TX 77027  
TEXAS FIRM REGISTRATION NO. 5901

APPROVE

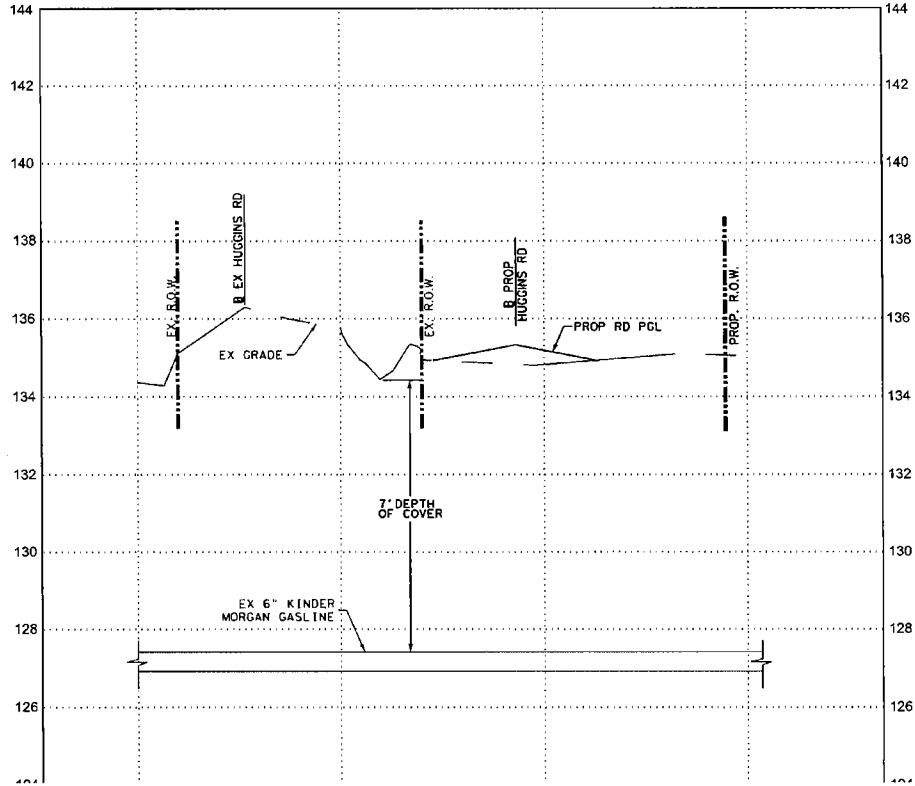
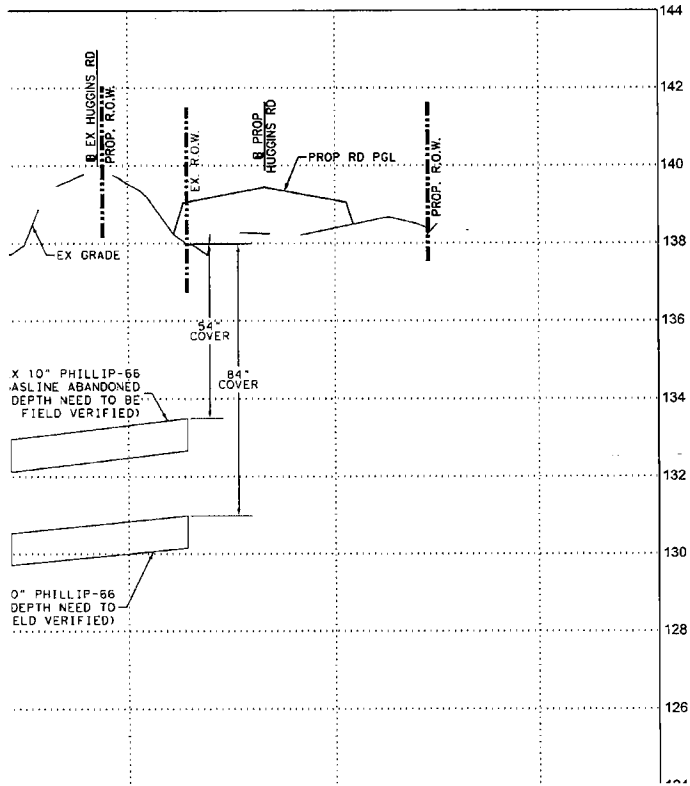
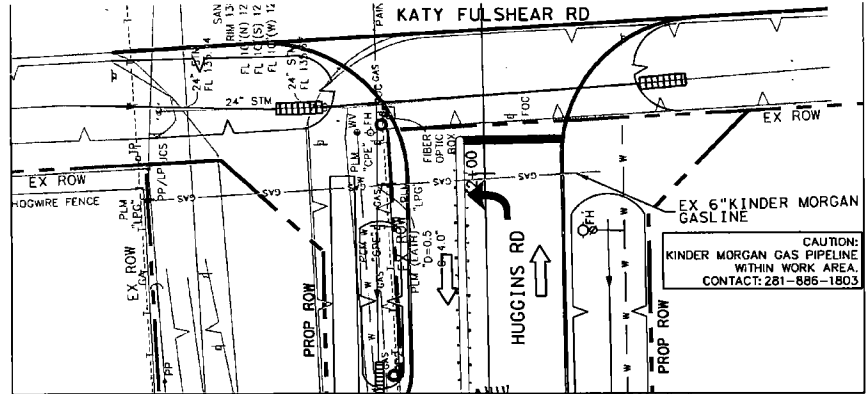
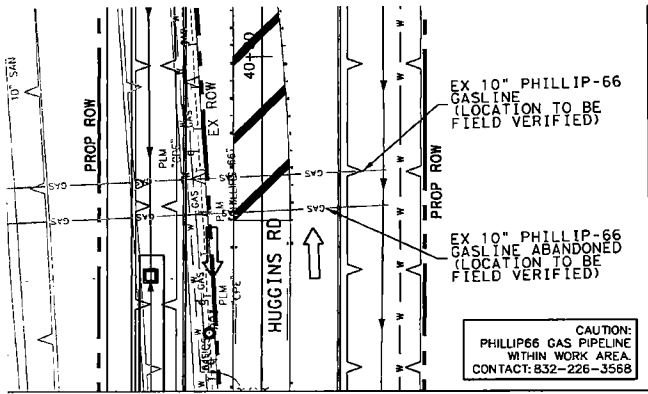


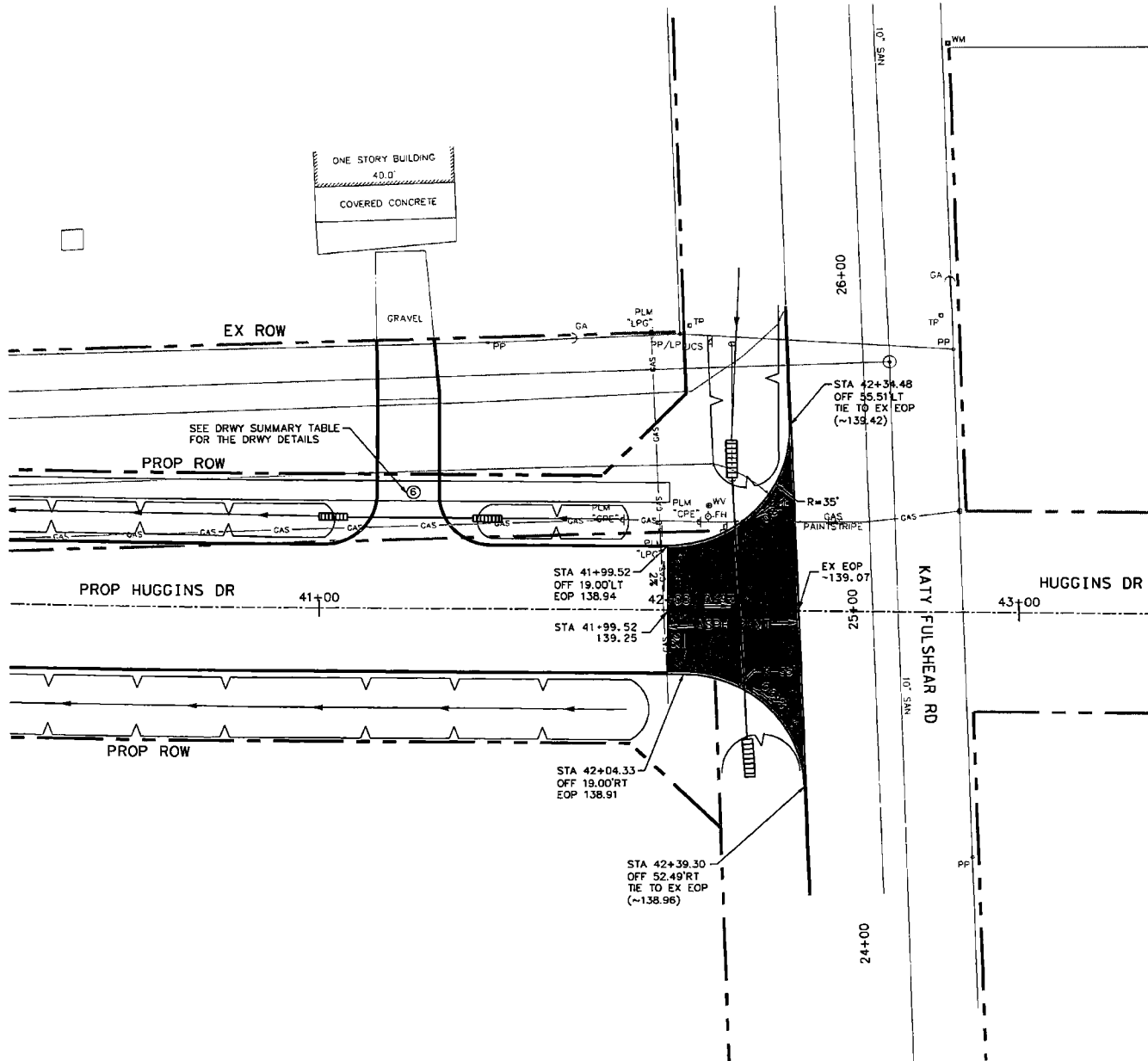
STA. 26+55 TO 39+57  
\*\*ADDITIONAL ROW  
\*\*\*6'x3' RCB. SEE PLANS FOR LIMITS











**Exhibit B**



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

**Name of Company: Copano NGL Services (Markham), L.L.C**

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 **Copano NGL Services (Markham), L.L.C** (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.

To the extent allowed by law, 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. To the extent allowed by law, 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.