



Via Email

Harris County
Office of the County Engineer
1111 Fannin Street, 11th Floor
Houston, Texas 77002
Attn: Ibraheem Ali
Email: Ibraheem.Ali@harriscountytexas.gov

RE: Letter Agreement for Proposed construction of improvements to be performed by or on behalf of Harris County, a body corporate and politic under the laws of the State of Texas (the "**County**"), within the Pine Trails Subdivision located in Houston, Harris County, Texas (the "**Subdivision**") that will affect one or more pipelines and/or pipeline easement(s) currently owned by 7-Green Services, LLC, a Delaware limited liability company ("**7GS**") and, together with the County, hereinafter referred to as the "**Parties**")

Dear Sir:

7GS is the successor-in-interest of the grantee under one or more pipeline easements and/or right-of-way agreements as listed on **Schedule 1** attached hereto (collectively, the "**Easements**") covering a strip of land located in Harris County, Texas (the "**Easement Area**"). The pipelines listed in the below chart, as identified in the records of the Railroad Commission of Texas (the "**Pipelines**"), are owned by 7GS and located within the Easement Area:

Organization	Organization ID	Org P5 Number	Unit ID	Regulated Entity ID	Account Name	T4 Permit
BP Pipelines (North America), Inc	006078	085368	27288	552924	358A, Houston Refinery-Huffman, 12"	00401
Toledo Gas Gathering LLC	009296	00000	30702	964874	South Toledo Pipeline, 12"	01234
	009296	00000	30703	964875	North Toledo Pipeline, 10", 12"	01234

The County intends to construct certain improvements within the Subdivision, as more particularly described on **Schedule 2** attached hereto (the "**Improvements**"), which are expected to overlap with the Easement Area and interfere with the Pipelines, therefore, the County has requested that 7GS consent to the construction of the Improvements within the Easement Area (the "**Construction**"). In

consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. 7GS consents to the Construction being performed by or on behalf of the County, subject to the terms and conditions of this Letter Agreement.
2. The County has obtained all necessary consents and approvals from landowners and other third parties necessary to complete the Construction. The Construction shall commence no later than **May 15, 2025** and shall be completed no later than **November 15, 2025**, ("Construction Period"); Should the parties agree that an extension is needed they shall agree to one in writing. The County, at its sole cost and expense, shall maintain, repair, and if necessary, replace the Improvements. To the extent the Construction interferes, or is reasonably expected to interfere, with any Pipelines, the County, at its sole cost and expense, shall reroute said Pipelines within the Easement Area in an efficient manner and use commercially reasonable efforts to avoid any unnecessary delays or extended periods of interference.
3. To the extent the County or any of its agents, representatives or contractors causes a hazardous condition or otherwise exacerbates, aggravates or accelerates a pre-existing condition on, under, within or otherwise affecting the Easement Area or nearby property, the County shall immediately notify 7GS and, at the County's sole cost and expense, the County shall promptly remediate the hazardous condition in compliance with applicable environmental laws. To the maximum extent allowed by law the County shall be liable for any damages to property or the injury or death of any person, to the extent such damage, injury or death arises out of the act or omission of the County or any of its agents, representatives or contractors.

Notwithstanding anything to the contrary set forth in this Paragraph 3 or Letter Agreement, the County is subject to statutes or constitutional provisions: (i) limiting its ability to release and hold harmless one or more parties under certain circumstances; or (ii) limiting its ability to incur a debt or undertake a pecuniary obligation. Those statutes and constitutional provisions shall apply, and to the extent that any provisions of this Letter Agreement are judicially determined to violate any such limitations, the County shall not be bound by such provisions, but only to the extent of such statutory and/or constitutional limitations. The County shall take any and all lawful steps within its power to ensure that the terms and conditions of this Letter Agreement related to unfunded or contingent liabilities (including, without limitation, release of obligations) do not create a "debt" in violation of the Texas Constitution, including without limitation, taking such steps to that end as are outlined in applicable case law (see *Brown v. Jefferson County*, 406 S.W2d 185 (Tex. 1966)).

4. The Parties acknowledge and agree that the Easements remain in full force and effect and that 7GS retains all rights, title and interest as granted thereunder, including without limitation the right to construct, install, maintain, operate, remove, replace, and abandon pipelines within the Easement Area, whether now or hereafter existing; provided, however, that any future pipelines constructed or installed by or on behalf of 7GS within the Easement Area shall not materially interfere with the Improvements. The Parties further acknowledge and agree that nothing contained in this Letter Agreement is intended to amend, extend, or ratify the terms of the Easements.
5. The waiver by either Party of a breach or violation of any provision of this Letter Agreement shall not be construed as a waiver of any subsequent breach or violation. None of the provisions of this Letter Agreement shall be considered as waived by either Party unless the same is done in writing and signed by a duly authorized officer of the waiving Party.
6. In the event of a breach or violation of this Letter Agreement that results in a legal proceeding, each Party shall be responsible for its respective attorneys' fees and court costs.

Please feel free to contact us if you have any questions or concerns. Thank you for your time and attention to this matter.

Very truly yours,

WITNESSES:

7GS:

7-GREEN SERVICES, LLC,
a Delaware limited liability company

Shannon Wolfe
Kathy L. Wilper

By: Jonathan S Avery
Name: Jonathan S Avery
Title: Managing Partner

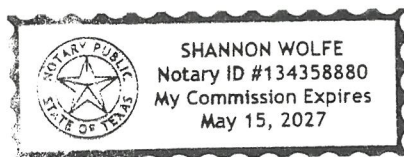
ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

BEFORE ME, the undersigned Notary Public, on this 15th day of April, 2025, personally appeared, Jonathan Avery, of 7-Green Services, LLC, a Delaware limited liability company, known to be the person described in and who, representing that he/she has full authorization to do so, executed the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed on behalf of said entity.



Shannon Wolfe
Notary Public
My commission expires: May 15, 2027

7. This Letter Agreement shall be governed by, interpreted under, construed and enforced in accordance with the laws of the State of Texas, without regard to conflicts of laws principles.

8. This Letter Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. Executed copies of this Letter Agreement may be delivered between the Parties via e-mail.

[Signature Pages Follow]

Executed on this _____ day of _____, 2025, in **ACCEPTANCE** of the foregoing Letter Agreement.

COUNTY:

HARRIS COUNTY, a body corporate and politic under the laws of the State of Texas

By: _____

Name: **Lina Hidalgo**

Title: **County Judge**

APPROVED AS TO FORM

Christian D. Menefee

Harris County Attorney

By:  Signed by: Holland Banks
46B6798593434F5
Holland Samantha Banks
Assistant County Attorney
CAO File No. 24RPD0036

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF HARRIS §
§
§

BEFORE ME, the undersigned Notary Public, on this ____ day of _____, 2025, personally appeared, **Lina Hidalgo**, as **County Judge** of **Harris County, Texas**, and the presiding officer of the Commissioners Court of Harris County, Texas, on behalf of the Commissioners Court of Harris County, Texas, as the governing body of Harris County, Texas.

Notary Public
My commission expires: _____

SCHEDULE 1

EASEMENTS

Grantor	Grantee	Date	Vol./Pg
Lillian H. Callahan a feme sole	Sinclair Texas Pipeline Company	5/27/1931	Vol. 883 / Pg 198

Lillian H. Callahan a widow	Pan American Pipe Line Company	11/13/1940	Vol. 1192 / Pg 538
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SCHEDULE 2
IMPROVEMENTS

D:\cfa\2020\12013_Pine_Trails\CAD\Sheets\2012-013 COVER SHEET.dwg

HARRIS COUNTY ENGINEERING DEPARTMENT

PINE TRAILS SUBDIVISION DRAINAGE IMPROVEMENTS
- 2018 PHASE 2 AND PHASE 5

UPIN NO. 19101MF14202

HARRIS COUNTY ROAD LOG NUMBERS

0205601 (LANDDOWN DRIVE), 0251201 (MEYERSVILLE DRIVE), 2095301 (CALLAHAN DRIVE), 2095401 (GLENMORIN COURT)
2095801 (TRAIL WIND COURT), 2147803 (HOLLOW PINES DRIVE), 2338401 (GORMAN DRIVE), 2339401 (GRAYCLIFF DRIVE), 2375901 (HOPETOWN DRIVE)
2543401 (LORNE DRIVE), 2543402 (LORNE DRIVE), 2543403 (LORNE DRIVE), 2543404 (LORNE DRIVE), 2543801 (LOURDES DRIVE), 2565601 (MERRY MEADOW DRIVE)
2572602 (MORINSCOTT DRIVE), 2572602 (MORINSCOTT DRIVE), 2835601 (TRAIL VIEW DRIVE), 2931402 (WOODBEND DRIVE), 2931403 (WOODBEND DRIVE)

RODNEY ELLIS

COMMISSIONER

PRECINCT 1

LINA HIDALGO

COUNTY JUDGE

ADRIAN GARCIA

COMMISSIONER

PRECINCT 2

MICHAEL POST, CPA

COUNTY AUDITOR

TOM S. RAMSEY, P.E.

COMMISSIONER

PRECINCT 3

LESLEY BRIONES

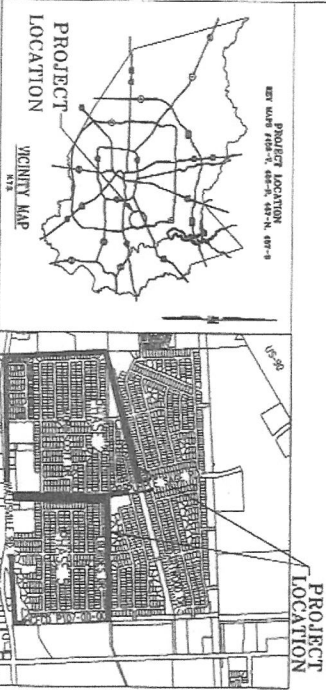
COMMISSIONER

PRECINCT 4

DR. MILTON RAHMAN, P.E.

COUNTY ENGINEER

NOTICE:
THIS DOCUMENT IS THE PROPERTY OF HARRIS COUNTY ENGINEERING DEPARTMENT. IT IS TO BE USED FOR THE PROJECT AND NOT BE REPRODUCED OR COPIED FOR ANY OTHER PURPOSE. IT IS TO BE KEPT IN THE OFFICE OF THE COUNTY ENGINEER.



AUGUST 2024
PRECINCT 2

Harris County, Texas

CobbFendley
1901 FIVE POINTS PARKWAY, SUITE 300
HOUSTON, TEXAS 77056
713.462.2247 | Fax 713.462.2242
www.cobbhendley.com



APPROVED:
HEAD-Branch Group
Road Plan Management

NOTICE:
FOR THE RECORD, THE ENGINEER HAS REVIEWED THE PLANS AND SPECIFICATIONS AND HAS FOUND THEM TO BE IN ACCORD WITH THE REQUIREMENTS OF THE HARRIS COUNTY ENGINEERING DEPARTMENT. THE ENGINEER HAS REVIEWED THE PLANS AND SPECIFICATIONS AND HAS FOUND THEM TO BE IN ACCORD WITH THE REQUIREMENTS OF THE HARRIS COUNTY ENGINEERING DEPARTMENT.

VERIFICATION OF PRIVATE UTILITY LINES
DATE: 08/23/24

DATE: 08/23/24

D:\cfa\2020\12013_Pine_Trails\CAD\Sheets\2012-013 PLAN AND PROF_PH1.dwg

NO.	REVISIONS	DATE	NAME
16			
18			
20			
22			
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26			
28			
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32			

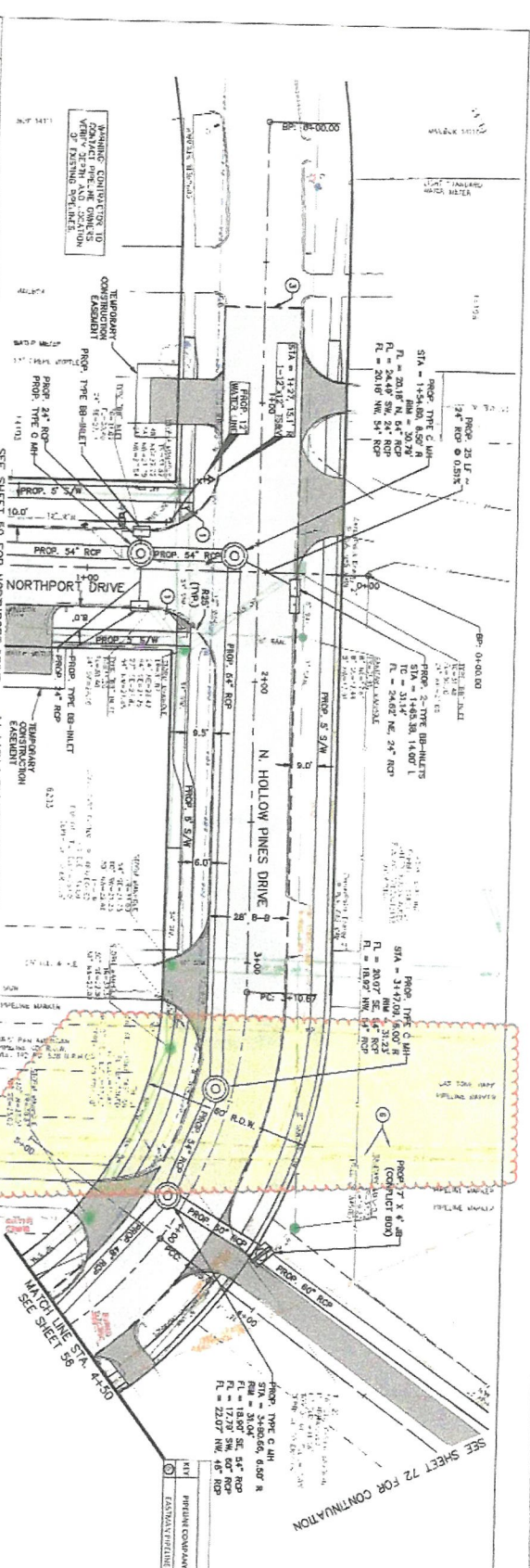
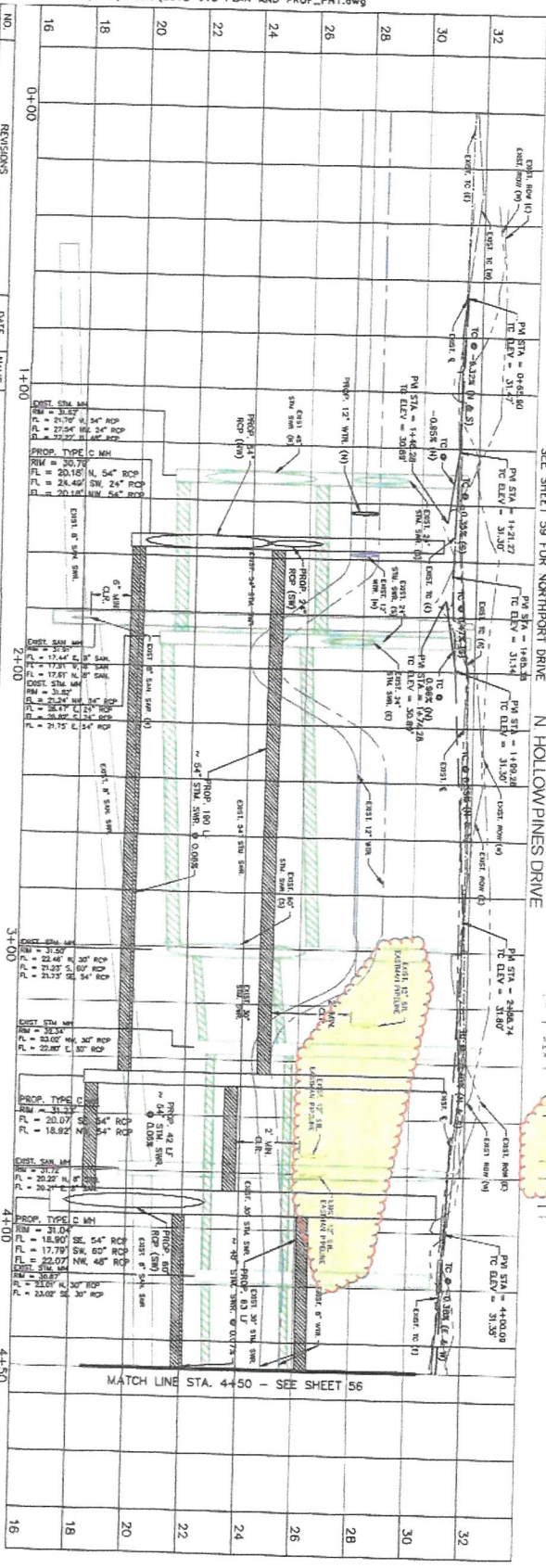
HARRIS COUNTY
ENGINEERING DEPARTMENT



CobbFendley
1102 WESTERN HILLS DRIVE, SUITE 200
HOUSTON, TEXAS 77041
713.866.1100
www.cobbhendley.com



PROJECT TITLE
PINE TRAILS SUBDIVISION DRAINAGE
IMPROVEMENTS - 2018 PHASE 1 AND PHASE 6
PLAN & PROFILE - N. HOLLOW PINES DRIVE
STA. 0+00 TO STA. 4+50
SHEET NO. 55 / 233



LEGEND

- PROPOSED DRIVEWAY LIMITS
- PROPOSED SIDEWALK LIMITS
- PROPOSED ROADWAY LIMITS
- PROPOSED ROADWAY LIMITS (BY OTHERS)
- CURB RAMP, TYPE 7
- CURB RAMP, TYPE 9
- REPLACE TO JOINT, MATCH
- EXIST. ELEV.
- SAWCUT AND DOWEL, MATCH
- EXIST. ELEV.
- MATCH EXIST. PAVT. ELEV.
- ROAD CONSTRUCTION EXMT.
- REQUIRED
- DRIVEWAY IDENTIFICATION
- NUMBER, SEE SHEETS 99-100.

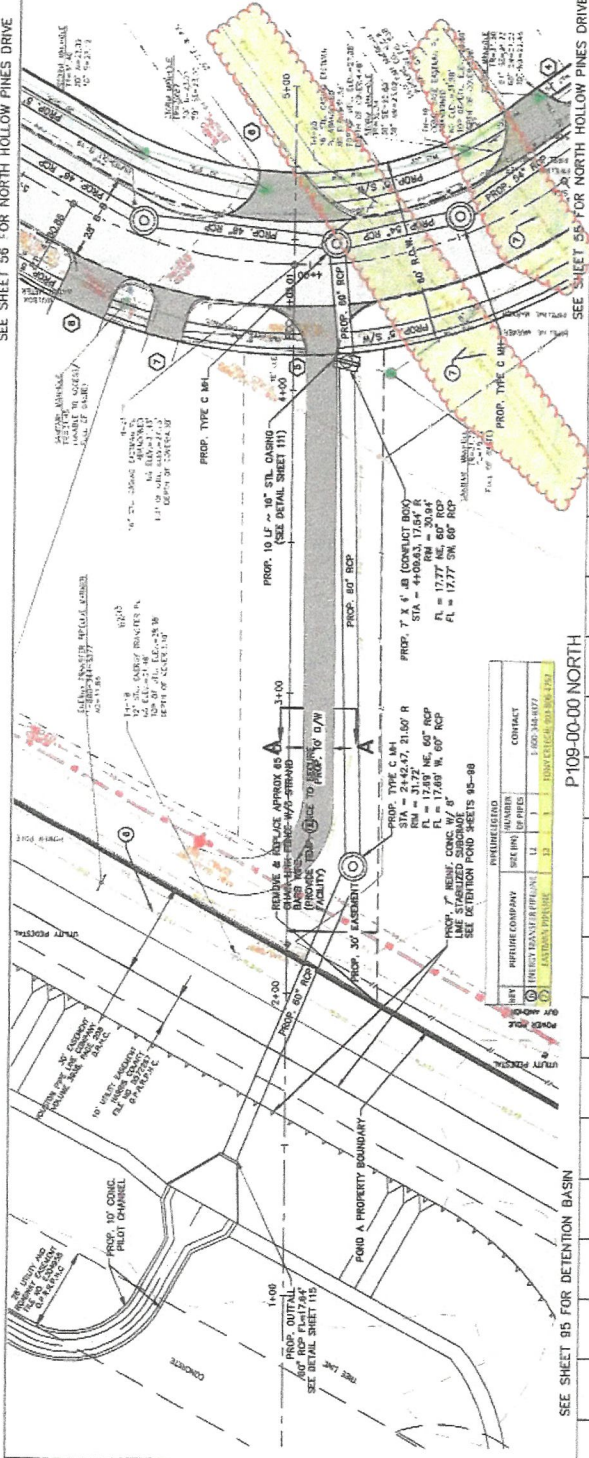
NOTES

1. FOR DIMENSION PLANS, SEE SHEETS 145-146.
2. FOR DIMENSION PLANS, SEE SHEETS 145-146.
3. REMOVE AND REPAIR EXISTING FREE WATER/SANITARY OPENINGS (POUNTS) ALL PROJECT AREA ARE TO BE REPAIRED.
4. CONTRACTOR TO MAINTAIN 1" MIN. VENT. FOR ALL EXISTING FREE WATER/SANITARY OPENINGS (POUNTS) ALL PROJECT AREA ARE TO BE REPAIRED.
5. PRIOR TO ANY CONSTRUCTION, CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FROM THE CITY OF HOUSTON.
6. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF HOUSTON.
7. CONTRACTOR SHALL MAINTAIN ALL EXISTING UTILITIES AND STRUCTURES.
8. CONTRACTOR SHALL MAINTAIN ALL EXISTING UTILITIES AND STRUCTURES.
9. CONTRACTOR SHALL MAINTAIN ALL EXISTING UTILITIES AND STRUCTURES.
10. CONTRACTOR SHALL MAINTAIN ALL EXISTING UTILITIES AND STRUCTURES.

0 20' 40'

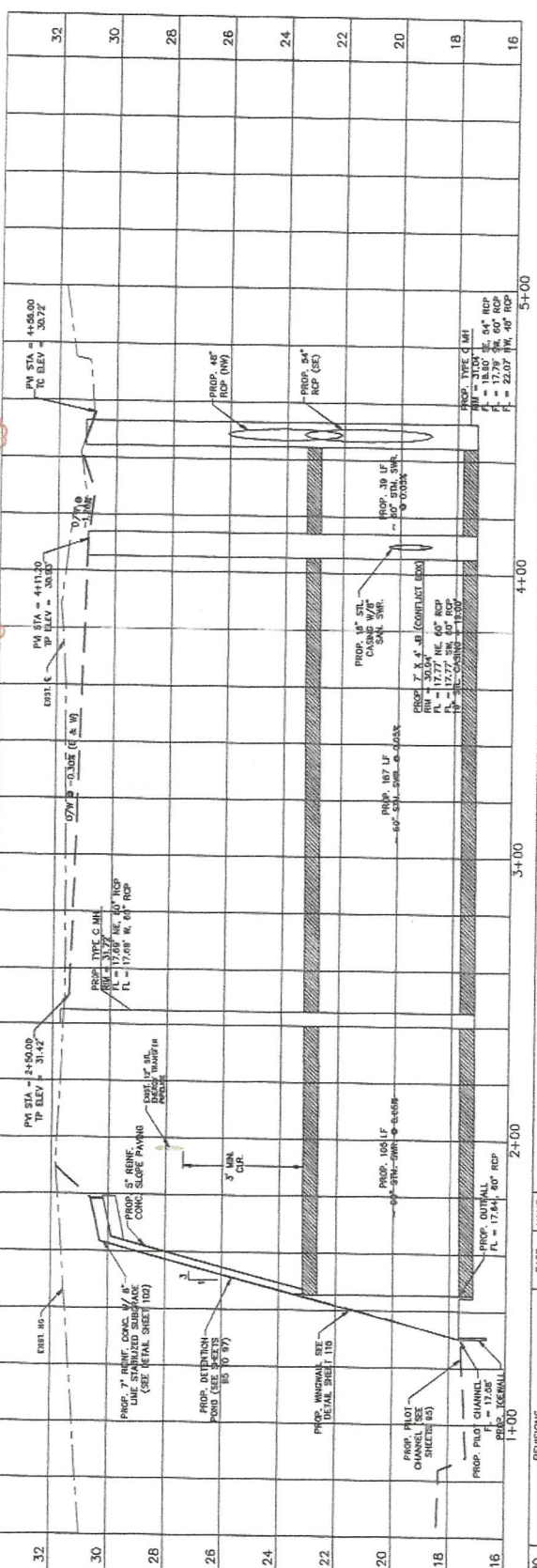
PHASE 1

SEE SHEET 56 FOR NORTH HOLLOW PINES DRIVE



SEE SHEET 95 FOR DETENTION BASIN

SEE SHEET 55 FOR NORTH HOLLOW PINES DRIVE



SECTION A-A

- LEGEND
- PROPOSED DRIVEWAY U
 - PROPOSED SIDEWALK U
 - PROPOSED ROADWAY U
 - PROPOSED ROADWAY U (BY OTHERS)
 - CURB RAMP, TYPE 7
 - CURB RAMP, TYPE 9
 - REPLACE TO JOINT, MAI
 - EXIST. ELEV.
 - SAWTOOTH AND DOWEL, MAI
 - EXIST. ELEV.
 - MATCH EXIST. PAVT. ELEV.
 - TEMP. CONSTRUCTION ESMIT.
 - REQUIRED
 - DRIVEWAY IDENTIFICATION
 - NUMBER, SEE SHEETS 99-100

NOTES:

- FOR REMOVAL PLANS, SEE SHEETS 145 AND 146.
- REMOVE ALL STREET SIGNS DAMAGED BY CONSTRUCTION.
- REMOVE AND REPAIR EXISTING FIRE HYDRANT, COORDINATE WITH WATER/SANITARY OTHER (QUALITY). ALL HYDRANT, COORDINATE WITH PROJECT AREA ARE TO BE REPAIRED BLACK.
- CONTRACTOR TO MAINTAIN 1' MIN. VERT. CLEARANCE BETWEEN PROPOSED WATER AND SANITARY LINES. ALL JOINTS SHALL BE LOCATED OUTSIDE OF PAYMENT, IF POSSIBLE.
- PROPOSED WATER CROSSING EXIST. SANITARY LINES SHALL BE MAINTAINED AT 1' MIN. VERT. CLEARANCE. IF WATER CROSSES UNDER SANITARY LINES, CONTRACTOR IS RESPONSIBLE FOR MAINTAINING 1' MIN. VERT. CLEARANCE. CONTRACTOR SHALL BE RESPONSIBLE FOR BACKFILL TO MATCH D/W ELEVATION UNLESS OTHERWISE NOTED. CONTRACTOR SHALL BE RESPONSIBLE FOR S/W SLOPED AT NO GREATER THAN 2% LONGITUDINAL.

NO.	REVISIONS	DATE	NAME

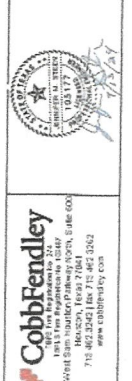
CobbFendley
10135 Pine Ridge Road, Suite 100
Houston, Texas 77055
713.862.3242 | Fax 713.862.3242
www.cobbhendley.com



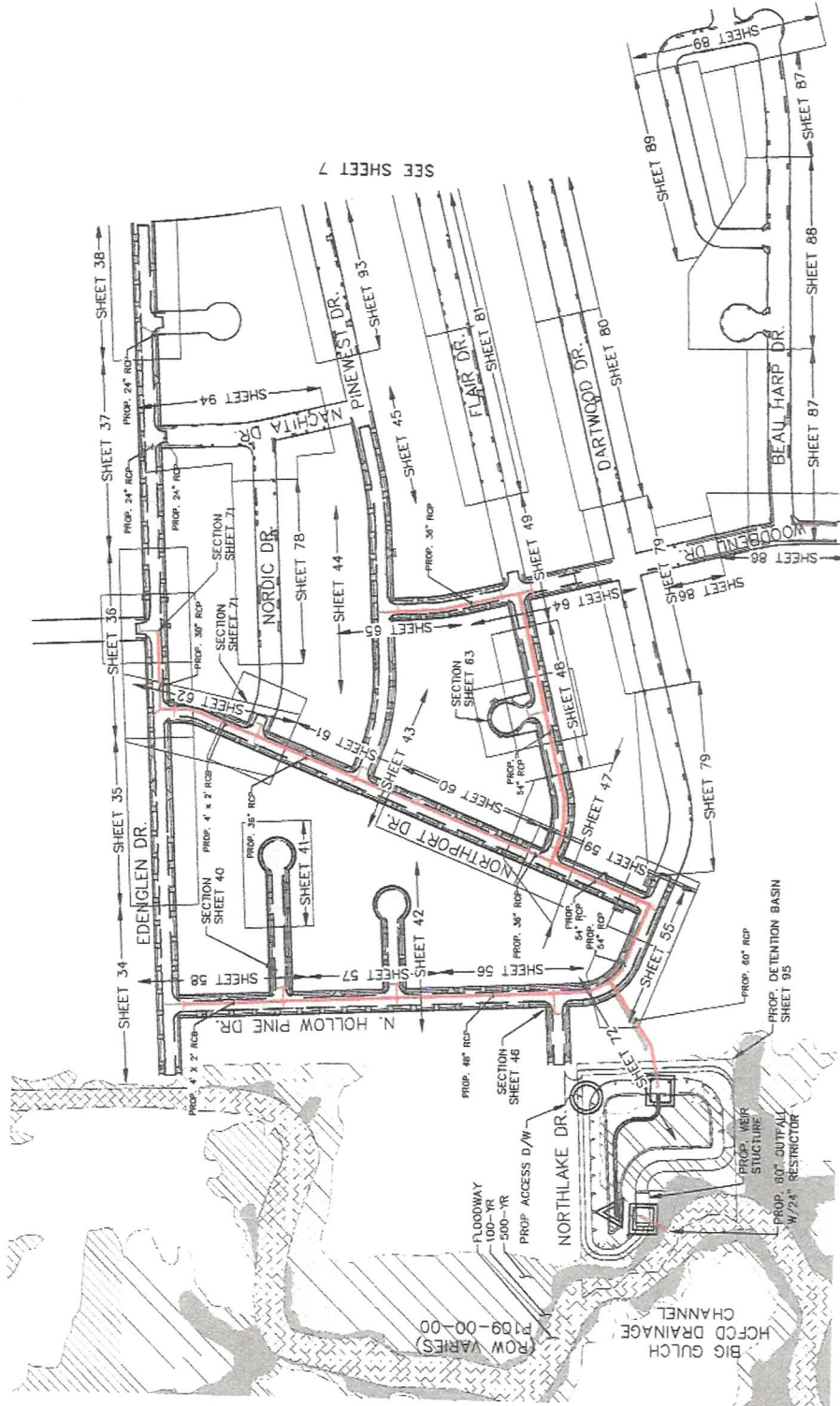
HARRIS COUNTY
ENGINEERING DEPARTMENT

NO.	REVISIONS	DATE	NAME

PROJECT TITLE	PINE TRAILS SUBDIVISION DRAINAGE IMPROVEMENTS - 2018 PHASE 1 AND PHASE 6
SHEET DESCRIPTION	PLAN & PROFILE - P109-00-00 NORTH
DATE	08/13/24
BY	STA. 0+00 TO STA. 4+50
CHECKED BY	
SCALE	H: 1"=20' V: 1"=2'

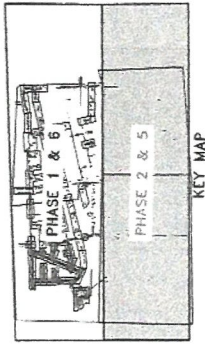


PHASE 1



LEGEND

- HCFCD PROP. OUTFALL
- HCFCD ACCESS POINT
- HCFCD TRASH COLLECTION
- FEMA 100-YR FLOODPLAIN
- FEMA 500-YR FLOODPLAIN
- FEMA FLOODWAY



PROJECT TITLE: PINE TRAILS SUBDIVISION DRAINAGE IMPROVEMENTS - 2018 PHASE 1 AND PHASE 6

SHEET DESCRIPTION: OVERALL MAP & ACCESS PLAN (1 OF 2)

DATE: 09/13/24

SHEET NO.: 6 / 233

SCALE: H: 1" = 150' V: N/A



CobbFendley

1614 West 38th Street, Suite 100
Houston, Texas 77018
713.452.3242 | Fax: 713.452.2203
www.cobbhendley.com



**HARRIS COUNTY
ENGINEERING DEPARTMENT**

NO.	REVISIONS	DATE	NAME

D:\cfa\2020\12013\Pine_Trails\CAO\Sheets\2012-013 OVERALL SHEETS_PW2.dwg

NO.	REVISIONS	DATE	MADE

HARRIS COUNTY ENGINEERING DEPARTMENT

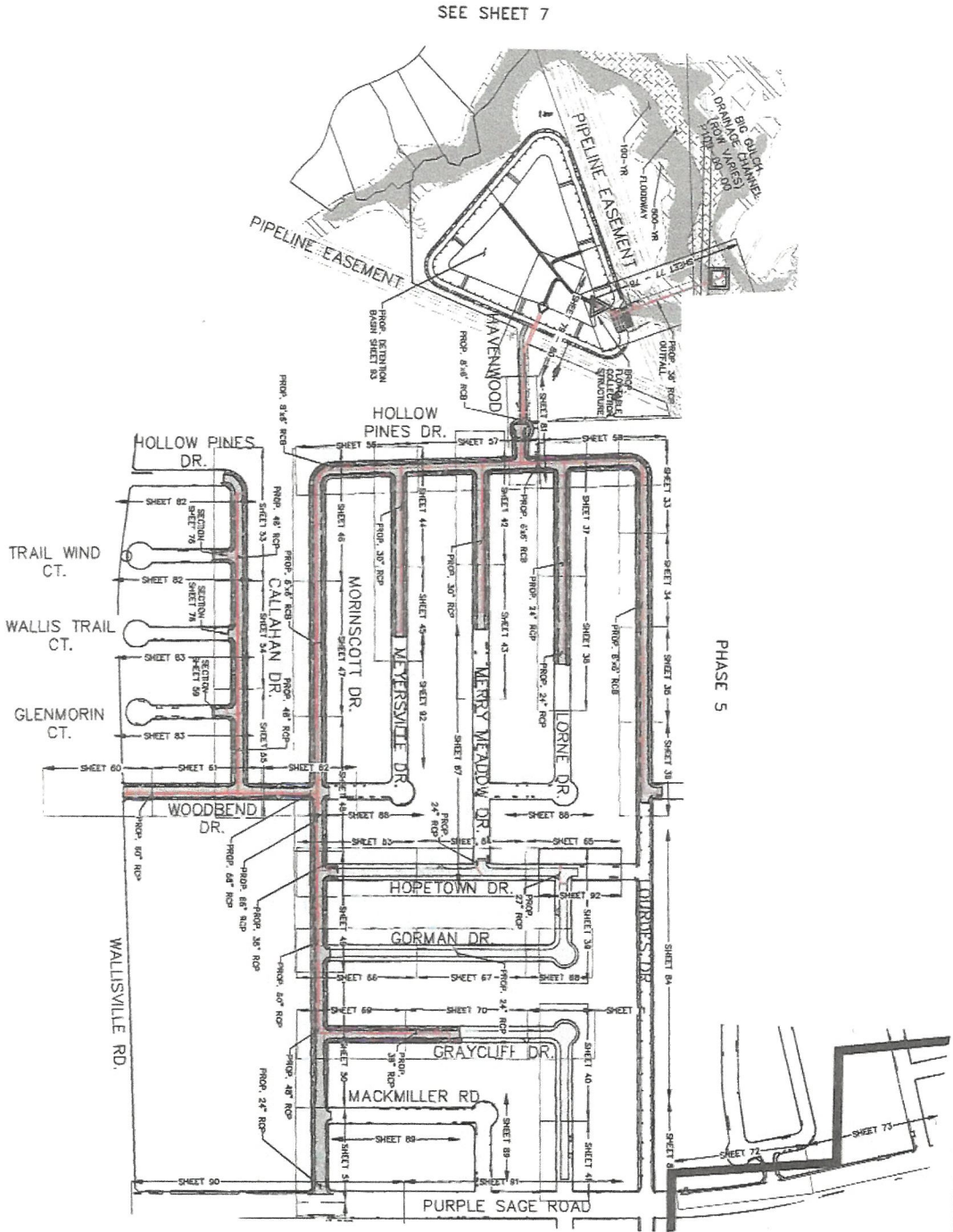


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10000 West Loop South, Suite 200
Houston, Texas 77042
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www.cobbhendley.com

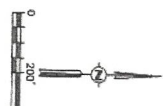
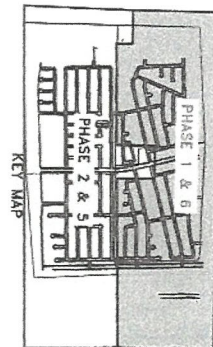


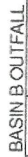
PROJECT TITLE	PINE TRAILS SUBDIVISION DRAINAGE IMPROVEMENTS - 2018 PHASE 2 AND PHASE 5
SHEET DESCRIPTION	OVERALL MAP & ACCESS PLAN (1 OF 2)
DRAWN BY	CAJ/EC
CHECKED BY	JMS
SCALE	H: 1" = 200'
DATE	05/13
SHEET	5

LEGEND	
□	HOFCO PROP. OUTFALL
○	HOFCO ACCESS POINT
△	HOFCO TRASH COLLECTION



SEE SHEET 7





CobbFendley
 10000 Hwy 100, Suite 600
 Dallas, TX 75243
 Tel: 214.352.3242 Fax: 214.352.3242
 www.cobbfendley.com

PROJECT TITLE:	IMPROV	DRAWN BY:	ST	SCALE:
SHEET DESCRIPTION:		DC/ZC		
		CK'D BY:		

LINE TRAILS SUBDIVISIONS - 2018 PROJECT PLAN & PROFILE

SION DRAINAGE
 ASE 2 AND PHASE 5
 - BASIN B OUTFALL
 00 PROFILE
 DATE 09/13
 SHEET 1

