

ExxonMobil Pipeline Company

22777 Springwoods Village Parkway
E3.5A.528
Spring, Texas 77389
(832) 624-2484 Telephone

Clint Beck

Manager, ROW & Claims



September 1, 2021

Right-of-Way Consent Agreement ("Consent Agreement")

RE: Harris County Flood Control District (HCFCD) sediment removal at White Oak Bayou crossing 1C#3264; XSB-0010; TX-109 8-Inch BIPL & TX-167A 8-Inch LPG; E100-00-00-E005

Harris County Flood Control District
Attn: Russell P. Lannin, P.E., CFM
9900 Northwest Freeway
Houston, TX 77092

Mr. Lannin:

ExxonMobil Pipeline Company (EMPCo) has reviewed proposed plans to remove accumulated sediment, down to original bayou depth, and lay cement and rip/rap under and across its pipeline support bridge and easement at White Oak Bayou crossing; Harris County TX; 29°54'13.22"N, -95°34'13.79"W; STA# 142+00. As you are aware, EMPCo owns and/or operates petroleum, petroleum products and chemicals pipelines that must be protected from external damage and maintained in accordance with EMPCo, State and Federal standards to protect the safety of the public and the environment. In order to do this, EMPCo has developed certain terms and conditions that must be agreed to by anyone intending to construct facilities on or within our rights of way. EMPCo consents to the proposed plans to remove accumulated sediment, down to original bayou depth, and lay cement and rip/rap under and across its pipeline support bridge and easement at White Oak Bayou crossing; Harris County TX; 29°54'13.22"N, -95°34'13.79"W; STA# 142+00 **(the "Improvements")** as shown on Drawing # E100-00-00-E005 attached to and made a part hereof this agreement, provided HCFCD agrees to the following terms and conditions:

1. HCFCD and its contractors agree to conduct all activities and operations on, in, over, under, through or near EMPCo's **easement in a manner that will not unreasonably interfere with EMPCo's operation or maintenance** of its pipelines in the easement or pose a hazard to the pipelines. HCFCD recognizes its use of the easement area will always be subject to the prior rights of EMPCo to utilize any and all portions of its easement, in any manner that it deems necessary. Any change or deviation in the proposed design, layout or construction of the Improvements, which affects EMPCo's **easement**, excluding changes required by EMPCo, shall first be reviewed and consented to by EMPCo before any work or activity shall take place on, in, over, under or through the easement. Failure to do so voids this consent. No facilities, fittings, appurtenances, fixtures or improvements, except for those described in the introductory paragraph of the Consent Agreement as Improvements, may be placed on, in, under, over, or through the easement, without express written consent from EMPCo.
2. HCFCD **or its contractors will contact EMPCo's** George Phillips, at 281-475-5168 a minimum of 72 hours prior to performing any activity within the easement, provided however that in the event of emergency operations, such notice may be given as soon as reasonably possible.
3. Excavating or digging within the easement is prohibited without prior consent and an EMPCo inspector on site, except in the event of an emergency, per paragraph 2 of this Agreement.
4. In the event EMPCo shall excavate its pipelines for any reason, or should additional pipelines be installed within the easement, HCFCD and its successors and assigns will, at its sole expense be responsible for repairing any damage to the Improvements resulting therefrom. Further, EMPCo shall not be held liable for any business interruption, business loss, loss of revenue, or loss of

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income, that may result due to the operation, maintenance, repair, replacement, installation, removal, or any pipeline related work within **EMPCo's** pipeline easement.

5. To the extent permitted by law, HCFCFCD, and its successors and assigns, shall be liable for damages to **EMPCo's pipelines** resulting from or occurring out of the construction, maintenance and repair of the Improvements.
6. TO THE EXTENT PERMITTED BY LAW, HCFCFCD, AND ITS SUCCESSORS AND ASSIGNS, SHALL INDEMNIFY, DEFEND, RELEASE AND HOLD EMPCO (INCLUDING ITS AFFILIATES, CONTRACTORS, SUBCONTRACTORS, DIRECTORS, OFFICERS, EMPLOYEES, SUCCESSORS, AND ASSIGNS) HARMLESS FROM AND AGAINST ALL CLAIMS, LOSSES, DEMANDS, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, TYPE, AND CHARACTER ARISING OUT OF OR ASSOCIATED WITH THE CONSTRUCTION, EXISTENCE, MAINTENANCE, REPAIR AND REMOVAL OF THE IMPROVEMENTS, WHICH ARE ASSERTED BY ANY PERSON OR ENTITY INCLUDING, WITHOUT LIMITATION, **EMPCO'S** AND HCFCFCD'S EMPLOYEES FOR PERSONAL INJURY, DEATH, OR LOSS OF OR DAMAGE TO PROPERTY.
7. HCFCFCD acknowledges that **EMPCo's consent herein** does not waive any right(s) EMPCo may have to be reimbursed by HCFCFCD for future maintenance or repair to its pipelines or supports at this crossing, which may be required **as a result of HCFCFCD's** Improvements described herein.
8. HCFCFCD agrees that the terms, conditions and obligations of this Consent Agreement shall be made known to all successors, assigns or transferees of any interest in the property covered by this agreement. All successors, assigns or transferees of any interest in the subject property shall be bound by the terms, conditions and obligations contained herein.
9. HCFCFCD agrees to those pertinent terms and conditions outlined in the attached form, titled **"ExxonMobil Pipeline Company Right-of-Way Restrictions"**, attached hereto. If the ExxonMobil Pipeline Company Right-of-Way Restrictions conflict with any of the provisions in this Consent Agreement, the Consent Agreement provisions will apply.

HCFCFCD **agrees that EMPCo's consent is adequate consideration for HCFCFCD's obligations** hereunder. **EMPCo's consent** shall not be deemed to be an approval of the manner in which HCFCFCD performs the work described herein. Please indicate HCFCFCD's acceptance of the foregoing terms and conditions by signing this letter in the space provided below and returning one original to me at the above letterhead address.

Very truly yours,

DocuSigned by:

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Clint Beck
Manager, Right of Way & Claims
ExxonMobil Pipeline Company

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AGREED TO AND ACCEPTED THIS _____

CHRISTIAN D. MENESEE
HARRIS COUNTY ATTORNEY

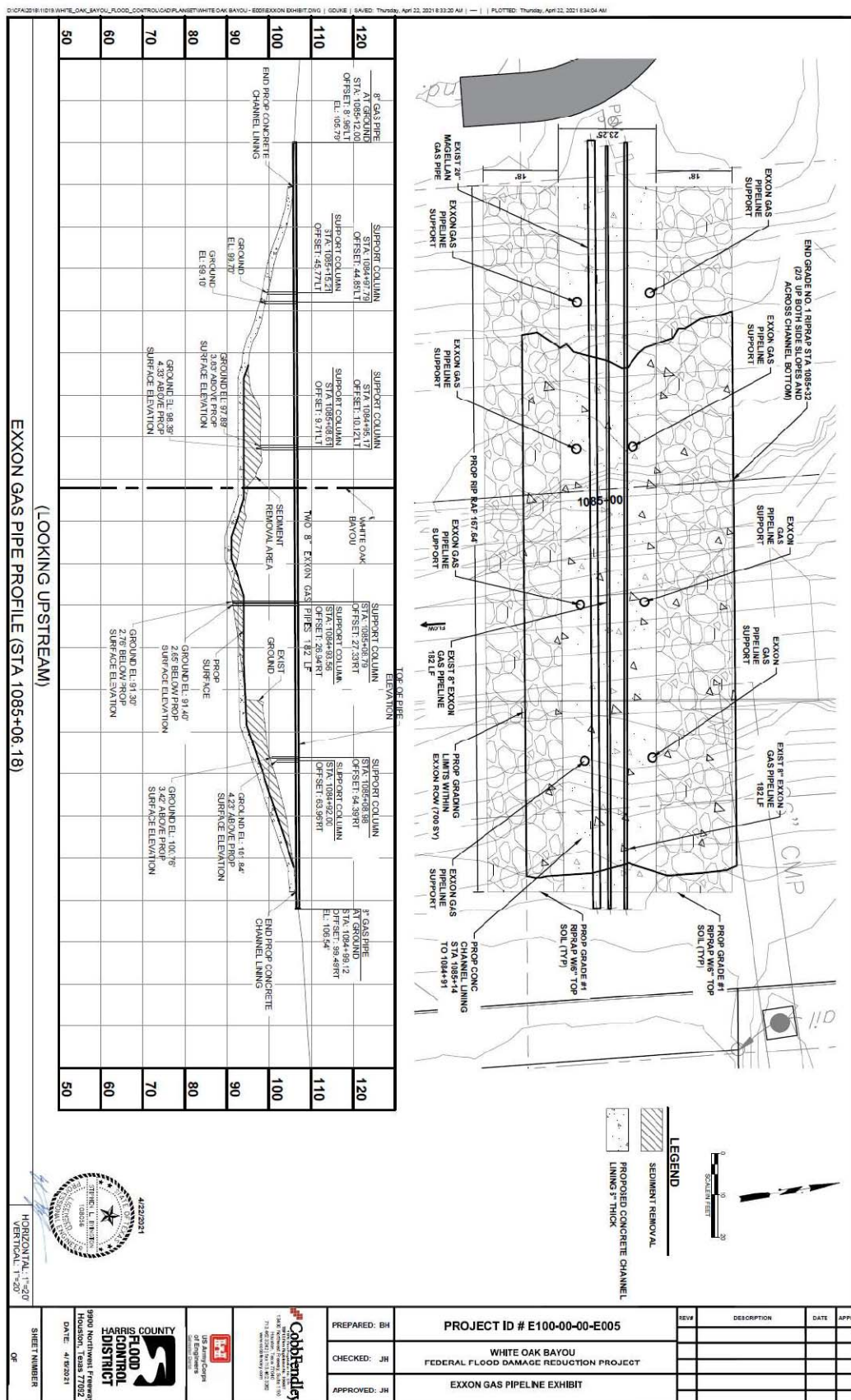
By: 
D9FE318CE1BA4BE

Name: Laura Fiorentino Cahill

Title: Senior Assistant County Attorney

HARRIS COUNTY FLOOD CONTROL
DISTRICT

By: _____
Lina Hidalgo
County Judge





ExxonMobil Pipeline Company

RIGHT-OF-WAY RESTRICTIONS & REQUIREMENTS

EMPCo operates its pipelines in accordance with the regulations of the U.S. Department of Transportation and other state and local agencies and has developed certain restrictions and requirements to protect public safety, property, and the environment. In order to provide a safe environment for persons working on or near pipelines operated by ExxonMobil Pipeline, these restrictions and requirements will apply to all work in and around EMPCo Right of Ways (ROW). Deviations from these restrictions may require EMPCo's express written consent.

Third parties ("Constructors"), prior to commencing work on or near an EMPCo ROW, must submit detailed plans (plan and profile) for proposed construction, to allow EMPCo to determine to what extent the ROW will be impacted by the proposed construction or development activity. See submission addresses and requirements in the Notifications section below.

These restrictions apply only to ROWs associated with EMPCo operated pipelines. Exxon Mobil Corporation and/or its other affiliates may have different restrictions and requirements and should be contacted directly for more information if their facilities will be impacted.

GENERAL RESTRICTIONS & REQUIREMENTS

1. In accordance with law, Constructors must contact the appropriate ONE CALL system(s) prior to work and comply with all applicable laws and regulations.
 2. No work may commence in or around EMPCo's right of way until an EMPCo representative has authorized it to begin. Notice of desired work start date should be given to EMPCo a minimum of 72 hours in advance.
 3. A Third Party Excavation Safe Work Checklist must be signed each day prior to beginning work on EMPCo's right of way.
 4. If it is determined that a project impacts EMPCo's facilities, a non-refundable advance fee may be required to conduct preliminary engineering design work. Any work performed by EMPCo to remedy such impacts will be entirely at the Constructor's expense, which will also require execution of EMPCo's standard Reimbursement Agreement. Any necessary inspection, protection, lowering, adjustment, casing, re-coating, and/or relocation of the pipelines will not be scheduled until: (A) all prerequisite data is compiled; (B) the appropriate agreements are executed; and (C) sufficient funds are received. It is EMPCo's customary practice to inspect and recondition the pipeline(s) at proposed driveway, roadway or railroad crossings, the costs for which will be borne by the developer or owner.
 5. EMPCo's right of way may not be used as temporary workspace (which includes its use for the staging, storage or laydown of equipment, materials or spoil) without prior written approval from EMPCo.
 6. Encroachments are not permitted, including but not limited to, signs, monuments, buildings, parking lots, structures, patios, decks, slabs, trees, shrubs, manholes, swimming pools, wells, leach beds, septic systems, cesspools, impoundments or large debris (such as cars, boats, trailers, tanks, scrap metal or boulders) within the pipeline right of way. The intention of this restriction is to maintain an unobstructed right of way.
 7. Any change in the surface grade or elevation over or along the pipeline(s) and right-of-way must be approved in advance in writing.
 8. Blasting activities within 500 feet of an EMPCo pipeline will require an approved blasting plan in advance in writing.
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9. The Constructor shall assume full liability for any damages to EMPCo facilities due to construction / excavation activities. EMPCo pipelines are cathodically protected and may have an effect on utility lines that are made of electrically conductive material

DRIVEWAY/ROAD/RAILROAD PERMANENT CROSSING APPROVAL REQUIREMENTS

10. A driveway, roadway, or railroad may be allowed to cross the right-of-way at perpendicular orientation (at 90 degree angle), but will require a written agreement executed by the Owner and EMPCo prior to construction. Crossings oriented at less than 90 degrees may require additional review by EMPCo and may delay issuance of agreement.

TEMPORARY CONSTRUCTION ROAD CROSSINGS

11. Any crossings of EMPCo's pipelines with vehicles or heavy equipment must be pre-approved by EMPCo and may require ramping, matting, or air bridging at Constructor's expense. An EMPCo inspector should be present when temporary materials are installed and removed on EMPCo's right of way. Use of air bridging, per EMPCo standards, is generally preferred and may expedite approval of the temporary crossing.

EXCAVATION/CONSTRUCTION RESTRICTIONS & REQUIREMENTS

12. No holes are to be bored or excavated within the boundaries of the right of way without EMPCo's prior approval.
13. All heavy equipment must have a spotter with it at all times while working within 10 feet of EMPCo's pipeline or on EMPCo's right of way.
14. The excavator shall install a bar across the teeth of the bucket to be used during excavation.
15. Excavation to initially expose the pipeline shall be parallel with the pipeline.
16. Mechanical excavation will cease once the earth has been removed to within (24") twenty-four inches of EMPCo pipeline, appurtenances, and at all valve/stopples sites ("fixtures") and may not resume until the fixture has been exposed.
17. Shovels or other soft digging techniques will be used to manually clean the area above and below the line. After the line has been initially located, the line shall be kept visible to the equipment operator during the excavation process.
18. No excavations shall be made on land adjacent to the pipeline that will in anyway impair or withdraw the lateral support and/or cause any subsidence or damage to the pipeline.
19. Driving of sheet piling or any other vibration inducing activities in the vicinity of an EMPCo Right of Way must be reviewed in advance and approved by EMPCo.
20. All backfill on EMPCo's right of way shall be approved by EMPCo's on-site inspector.
21. If EMPCo's line is exposed during the excavation, the excavation will be made safe for entry and left open until EMPCo installs test leads or performs any other visual inspection that may be required.
22. Constructor shall abide by all State & Federal Laws, Rules and Regulations and shall operate equipment that is in good working condition and in a manner that is conducive to a safe working environment while working in or around EMPCo's facilities. An ExxonMobil representative has the authority to suspend all excavation/construction activities in and around EMPCo facilities if the equipment operator in EMPCo's determination appears to be unqualified or equipment maintenance is not in accordance with applicable regulations.



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PIPELINE & UTILITY CROSSINGS

23. All pipelines, utility lines and other underground facilities constructed across EMPCo facilities shall: cross the pipeline easement at an angle as close to 90 degrees as possible but not less than 45 degrees; be installed under the pipelines with a minimum vertical separation of 24 inches between structures; and be installed in a manner acceptable to EMPCo's on-site representative. If the Constructor elects to install pipelines/utilities across EMPCo's easement by any method of boring, then the Constructor, if requested by EMPCo's representative, shall verify the vertical separation between EMPCo's facilities and the Constructor's pipelines/utilities. (See Bore Crossings)
24. An approved crossing ABOVE an EMPCo pipeline will need to clear EMPCo's pipeline by a minimum of 24 inches and may require a crossing agreement to be signed by the owner of that crossing.
25. When approved by EMPCo, all electrical cables crossing above an EMPCo pipeline should be placed in a casing across the width of EMPCo's right of way and covered with red concrete at least 6" to 8" thick with a minimum width of 6 inches on each side and above the conduit. All fiber optic, and communications crossings above an EMPCo pipeline should be placed in a casing across the width of EMPCo's right of way. Casings must, at a minimum, be made of Schedule 80 PVC.
26. Permanent aboveground markers identifying the crossing pipeline or utility shall be installed and maintained at the limits of EMPCo's right of way and/or at the crossing.
27. If it is impractical to install and maintain aboveground markers due to the crossing location, plastic marker tape shall be installed below cultivation level and over EMPCo's pipeline, extending the width of the right of way.

BORE CROSSINGS

28. Wire guided bores with 10' or greater clearance will not require peepholes. All other bores will require installation of peepholes on the incoming sides of EMPCo's pipeline, at the point of intersection as to view the drill stem clearance prior to crossing.

HYDRO-VAC EXCAVATION

29. In EMPCo's discretion, EMPCo may require Hydro-Excavation (Hydro-Vac) to reduce the risk of damage to a pipeline.
30. Grounding of the vacuum truck and wand is required and should be tested; downwind venting of the vacuum truck is required.
31. The water wand tip is to be an oscillation type (circular pattern) to prevent a concentrated water stream; stream nozzles are not allowed. The vacuum wand tip must have a neoprene or equivalent tip to prevent damage to the pipeline coating and surrounding structures.
32. If the excavation site is suspected to contain hydrocarbon-impacted soil, a plan must be developed for testing and disposal of soil/water slurry (e.g., lined roll-off bin.) at Constructor's expense, and in advance of the project.

FENCE POST/UTILITY POLES

33. Fences may be allowed to cross EMPCo's easement, but will not be permitted along and within EMPCo's easement. Fence posts shall not be placed within 4 feet horizontally of the pipeline(s). Fences should not be installed in manner that would obstruct EMPCo's line of sight or access to EMPCo's facilities. Installation of gates across the ROW may be necessary, at Constructor's expense. Flag poles, Utility poles and guy wires shall not be placed within EMPCo's right of way or within 8 feet horizontally of an EMPCo pipeline(s).



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34. Overhead electrical or telephone lines shall be installed so that a minimum of 20 feet vertical clearance is maintained between the lowest point of the overhead crossing and the natural ground level above EMPCo's pipeline.

OFFSHORE/OPEN WATER CROSSINGS

35. EMPCo should be notified, in advance, of any planned crossings of EMPCo pipelines located offshore or in open water. Upon notification of a proposed offshore or open water crossing, an EMPCo representative will inform Constructor of any crossing requirements.

NOTIFICATIONS

All improvement, construction, or encroachment notifications and/or requests for information pertaining to assets operated by ExxonMobil Pipeline Company must be directed, in writing, to the appropriate address noted below.

Requests should include:

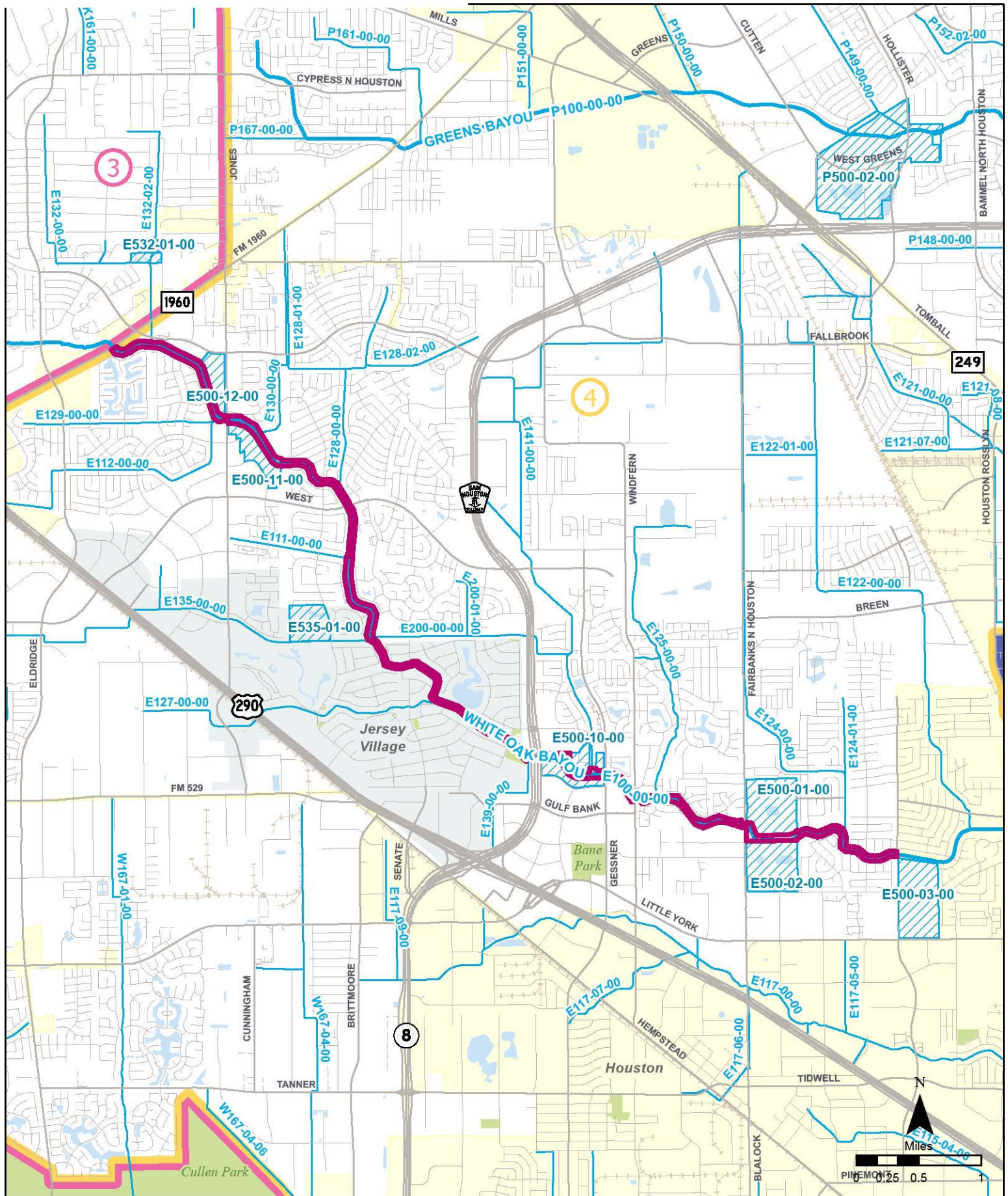
- A brief description of the project or work to be performed
- Appropriate vicinity map page(s), GPS coordinates and KMZ (if available)
- Plan and Profile drawings for proposed construction (including EMPCo pipeline(s) clearly labeled and identified, pipeline diameter(s) and depth(s), crossing angle, cut mark/fill elevation, etc)
- Electronic files preferred. If physical/hard copy files are submitted, please include three (3) copies of pertinent plan and profile drawings
- Estimated timing of the project or special timing requirements (including start date and duration)
- A contact name, company name, mailing address, email address and telephone number of the Constructor, Constructor's sub-contractors, and facility owner as applicable.
- List and description of construction equipment that will cross EMPCo pipeline(s); including applicable surface pressures (lb/psi, max. gross weight, etc.)

Once received, your request will be logged, reviewed and responded to as soon as possible (minimum 45 days). Requests to perform large scale development/construction/excavation may require substantially more time. Inclusion of the above information will help to expedite your request.

Submission Address by Area

State	Company	Area	Address
MT	ExxonMobil Pipeline Company	All	ROW & Claims: ENCROACHMENTS 22777 Springwoods Village Parkway E3.5A.552 Spring, TX 77389 Phone (406) 545-1289
AR, IL, MA, MO, RI, TN, IN, MI, MN, OK, CA, TX	Mobil Pipe Line Company ExxonMobil Pipeline Company	All All	ROW & Claims: ENCROACHMENTS 22777 Springwoods Village Parkway E3.5A.552 Spring, TX 77389 Phone (832)624-2663
LA	ExxonMobil Pipeline Company	All	ROW & Claims: ENCROACHMENTS 18440 Highland Rd Baton Rouge, LA 70809 Phone (225) 666-5664

FORM, ROWC, XINGSTRCT 2021-0003



Project ID: E100-00-00-E005

Watershed: White Oak Bayou

Precinct: 4

