



October 25, 2018

Right-of-Way Consent Agreement

RE: Claremont Connector bike/hike trail over and across EMPCo's TX-40A and TX-212A pipeline easements

City of League City, Texas
300 W. Walker
League City, TX 77573
Attention: John Baumgartner, City Manager

Mr. Baumgartner:

H-2018.061

ExxonMobil Pipeline Company (EMPCo) has reviewed proposed plans to construct an 8 foot wide concrete bike/hike trail over and across EMPCo's ROWAN - JCT TX-40A-2 and PETROTEX VALVE - CHOCOLATE BAYOU TX-212A pipeline easements in (2) locations, the first location being approximately 200 feet South of Waverly Canyon Ln; 29°29'7.65"N, 95°8'27.36"W; and the second location being approximately 600 feet Southwest of Clear Creek Meadows Dr; 29°29'27.58"N, 95°8'0.66"W; League City, TX 77573. 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 construct an 8 foot wide concrete bike/hike trail over and across EMPCo's ROWAN - JCT TX-40A-2 and PETROTEX VALVE - CHOCOLATE BAYOU TX-212A pipeline easements in (2) locations, the first location being approximately 200 feet South of Waverly Canyon Ln; 29°29'7.65"N, 95°8'27.36"W; and the second location being approximately 600 feet Southwest of Clear Creek Meadows Dr; 29°29'27.58"N, 95°8'0.66"W; League City, TX 77573, (the "Improvements"), as shown in the attached drawings submitted by Clark Condon & Associates (CCA Project No. 117-023), provided the City of League City agrees to the following terms and conditions:

1. The City of League City 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. The City of League City 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 improvements, except for those shown on the plans, may be placed on, in, under, over, or through the easement, without express written consent from EMPCo.
2. The City of League City or its contractors will contact EMPCo's Javier Robles, at (281) 705-6106 a minimum of 72 hours prior to performing any activity within the easement.
3. Excavating or digging within the easement is prohibited without prior consent and an EMPCo inspector on site.
4. In the event EMPCo shall excavate its pipelines for any reason, or should additional pipelines be installed within the easement, the City of League City and their successors and assigns will, at its sole expense be responsible for repairing damage to the Improvements resulting therefrom. Further, EMPCo shall not be held liable for any business interruption, business loss, loss of revenue or income, that may result due to the operation, maintenance, repair, replacement, installation, or any pipeline related work within EMPCo's pipeline easement.

5. The City of League City 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 ALLOWABLE BY LAW, THE CITY OF LEAGUE CITY 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 THE CITY OF LEAGUE CITY'S EMPLOYEES FOR PERSONAL INJURY, DEATH, OR LOSS OF OR DAMAGE TO PROPERTY.
7. Because the Improvements to be placed in EMPCo's easement by the City of League City will obstruct EMPCo's access to its pipelines and impede its use of the easement, the City of League City agrees to reimburse EMPCo for maintenance/construction expenses which exceed normal/customary expenses directly incurred as a result of the Improvements being placed in the easement. EMPCo agrees to review maintenance/construction plans with the City of League City and to subsequently provide invoices documenting the additional expenses incurred.
8. The City of League City agrees that the terms, conditions and obligations of this letter 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. The City of League City agrees to those pertinent terms and conditions outlined in the attached form, titled "ExxonMobil Pipeline Company Right-of-Way Restrictions", attached hereto and made a part hereof.

The City of League City agrees that EMPCo's consent is adequate consideration for the City of League City's obligations hereunder. The consent provided by EMPCo in this letter shall not be deemed to be an approval of the manner in which the City of League City performs the work described herein. Please indicate the City of League City'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,

Christopher Hinson
Manager, Right-of-Way and Claims

AGREED TO AND ACCEPTED THIS ____ DAY OF _____, 20__.

City of League City

By: _____

Title: _____

LANDSCAPE ARCHITECTURE
10401 Stella Link Dr.
Houston, TX 77025
T: 713 871 1414 F: 713 871 0888

CIVIL ENGINEER
HUITT - ZOLLARS
1500 SOUTH DAIRY ASHFORD
HOUSTON, TX 77077
T: 281-496-0066

THESE DOCUMENTS ARE NOT COMPLETE AND ARE ISSUED
FOR INTERIM REVIEW ONLY AND ARE NOT FOR
REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION.

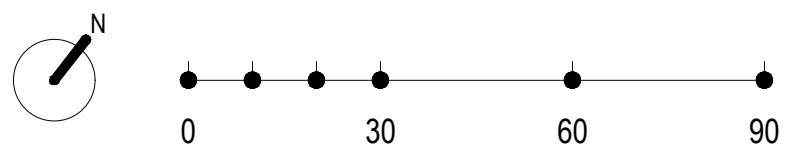
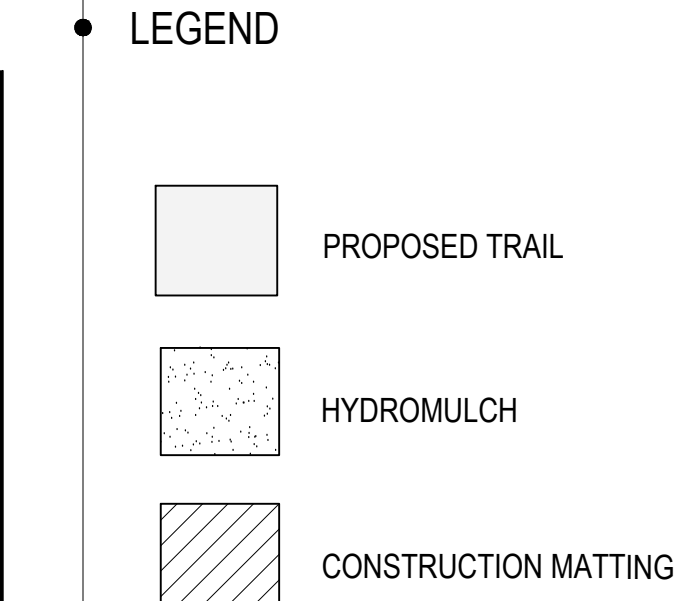
S. SCOTT SLAGLE, LANDSCAPE ARCHITECT

DATE: 10/24/2018

1	PROGRESS SET	03.22.18
2	90% CD	05.04.18

DRAWN BY: RB
CHECKED BY: SSS
DATE: 05.04.18
SCALE: 1" = 30' - 0"
PROJECT #: 117-023

L1.01



1. CONTRACTOR TO MAINTAIN 24" MIN. CLEARANCE OVER ALL PIPELINES.
2. CONSTRUCTION MATTING TO BE USED OVER ALL AREAS WITHIN 15'- 0" OF EXISTING PIPELINES. NO VEHICULAR TRAFFIC OVER PIPELINES EXCEPT WHERE APPROVED BY FIELD INSPECTOR. CONTRACTOR TO COORDINATE WITH EXXON'S FIELD INSPECTOR.

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PROPOSED TRAIL

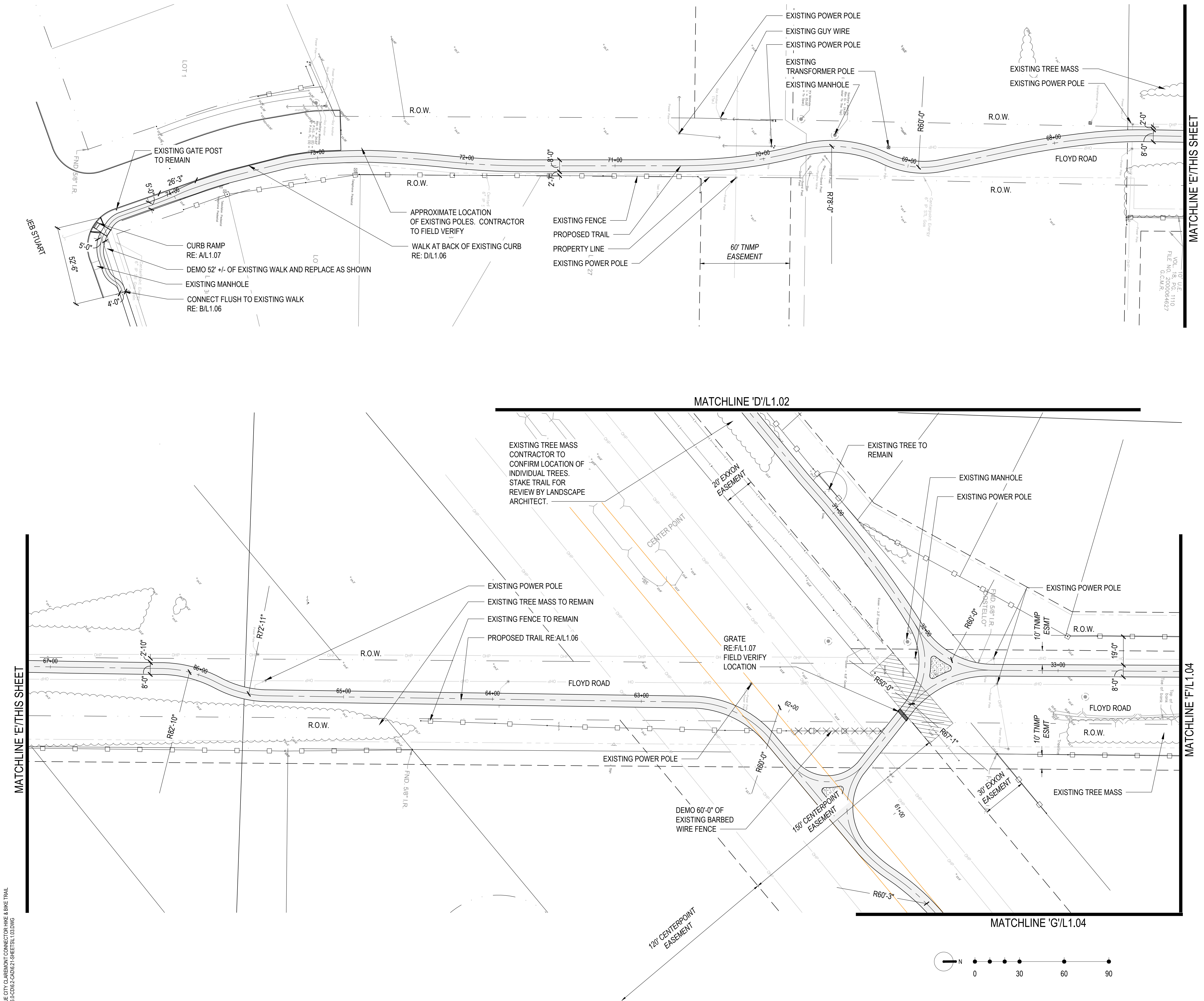
HYDROMULCH

CONSTRUCTION MATTING

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DRAWN BY: RB
CHECKED BY: SSS
DATE: 05.04.18
SCALE: 1" = 30' - 0"
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L1.03



RIGHT-OF-WAY RESTRICTIONS & REQUIREMENTS

In a continuing effort to provide a safe environment for persons working on or near pipelines operated by ExxonMobil Pipeline Company (EMPCo), the following restrictions will apply to all work. Deviations from these restrictions will not be allowed without the express written consent of EMPCo. EMPCo operates its pipelines in accordance with the regulations of the U.S. Department of Transportation and other state and local agencies and will enforce any restrictions necessary to protect the pipelines, properties, and safety of the public.

Detailed plans (plan and profile) for proposed construction must be submitted to ExxonMobil Pipeline Company (EMPCo) for review and approval to determine to what extent, if any, the pipeline right-of-way will be affected by the proposed construction or development. See submission addresses below.

These restrictions apply only to EMPCo operated pipelines. Other ExxonMobil affiliates should be contacted to determine requirements for their rights-of-way.

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 should be signed each day prior to beginning work on EMPCo's right of way.
4. If it is determined that your 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 requestor's expense, which will first require the full 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 minimum 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 should not be used as temporary workspace (which includes its use for the staging, storage or laydown of equipment, materials or spoil) without proper approval from EMPCo.
6. No encroachments of any kind, including but in no way 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) shall be located within the pipeline right of way. The intention of this restriction is to maintain an unobstructed right of way.
7. A driveway, roadway, or railroad may be allowed to cross the right-of-way perpendicular, and will require an agreement to be signed by the party responsible for the crossing.
8. Any change in the surface grade or elevation over or along the pipeline(s) and right-of-way must be approved in advance.

9. Blasting activities within 500 feet of an EMPCo pipeline will require an approved blasting plan in advance.
10. Any crossings of EMPCo's pipelines with vehicles or heavy equipment shall be approved by EMPCo and may require ramping, matting or air bridging at requestor's expense. An EMPCo inspector should be present when temporary materials are installed and removed on EMPCo right of way.
11. The constructor shall assume full liability for any damages to EMPCo facilities due to construction /excavation activities. Be advised that our pipelines are cathodically protected and may have an effect on utility lines that are made of electrically conductive material

EXCAVATION/CONSTRUCTION RESTRICTIONS & REQUIREMENTS

12. No holes are to be bored or excavated within the boundaries of the right of way without prior approval of EMPCo.
13. All heavy equipment will 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/stopple sites until 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 cause any subsidence or damage to the pipeline.
19. Driving of sheet piling or any other vibration inducing activities in the vicinity of EMPCo Right of Way must be reviewed 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 other visual inspection that may be required.
22. Constructor shall abide by all State & Federal Safety 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 appears to be unqualified or equipment maintenance is not in accordance with applicable regulations.

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 is possible but not less than 45 degrees, must be installed under the pipelines with a minimum vertical separation of 24 inches between structures, and installed in a manner acceptable to EMPCo's on-site representative. If the installer elects to install its pipelines/utilities across EMPCo's easement by any method of boring, then the installer at the request of EMPCo's representative, shall verify the vertical separation between EMPCo's facilities and the installer's pipelines/utilities. (See Bore Crossings)
24. An approved crossing ABOVE an EMPCo pipeline will need to clear EMPCo's pipeline by 24 inches and require a crossing agreement to be signed by the company responsible for that crossing.
25. When approved by EMPCo, all electrical, fiber optic, and communications cables crossing above an EMPCo pipeline should be cased across the width of EMPCo's right of way and covered with concrete 6" to 8" thick and a minimum width of 6 inches on each side and above the conduit.
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. Bored crossings without a wire guide or with a clearance of 10' or less will require the 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. Hydro-Excavation (Hydro-Vac) may be required in some situations to reduce the risk of damage to a pipeline if so deemed by EMPCo.
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 requestor's expense.

FENCE POST/UTILITY POLES

33. Fences may be allowed to cross EMPCo's easement, but will not be allowed 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. Flag poles, Utility poles and guy wires shall not be placed within EMPCo's right of way or within 8 feet horizontally of EMPCo's pipeline(s).



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 of any 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 you of the 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:

1. A brief description of the project or work to be performed
2. Appropriate vicinity map page(s) and coordinates
3. Three (3) copies of pertinent plan and profile drawings
4. Estimated timing of your project or special timing requirements
5. A contact name, company name, mailing address, and telephone number

Once received, your request will be logged, researched and responded to as soon as possible (minimum 45 days). Large requests for information may require substantially more time. Inclusion of all 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) 670-3979
AR, IL, MA, MO, RI, TN, IN, MI, MN, OK, CA, TX	Mobil Pipe Line Company ExxonMobil Pipe Line Company	All All	ROW & Claims: ENCROACHMENTS 22777 Springwoods Village Parkway E3.5A.552 Spring, TX 77389 Phone (281) 922-2024
LA	ExxonMobil Pipeline Company	All	ROW& Claims: ENCROACHMENTS 18440 Highland Rd Baton Rouge, LA 70809 Phone (225) 715-9381

FORM, ROWC, XINGRSTRCT 2018-0002