



April 6, 2023

Tarrant County
Attn: Joseph J. Jackson, P.E.
100 E. Weatherford, Suite 401
Fort Worth, TX 76102

**Re: Letter of No Objection
Tarrant County request for proposed street line crossings over Enlink’s Chesapeake to
Benbrook pipeline (GF-915), in Tarrant County, Texas.**

To whom it may concern:

EnLink North Texas Gathering, LP (“**EnLink**”) is in receipt of Tarrant County’s (“**Company**”) request to construct, maintain, operate, inspect, repair, replace and/or remove street crossings, one (1) street crossing as more particularly shown, described and detailed on the drawing(s) attached as Attachment 1 hereto and made a part hereof (referred to herein as the “**Company Facilities**”) over and/or within close proximity to a portion of certain pipeline and pipeline-related facilities operated by EnLink (referred to herein as the “**EnLink Facilities**”).

EnLink desires to work with Company to ensure the continued safe operation of EnLink Facilities. This letter serves as confirmation that EnLink has no objection to the proposed construction, maintenance, operation, inspection, repair, replacement, and/or removal of the Company Facilities, subject to the following qualifications and requirements:

1. Any plan changes, requiring excavation or other modifications to the Company Facilities, in areas near the EnLink Facilities, must be preapproved, in writing, by EnLink, prior to construction.
2. Review and/or approval of any plans or drawings by EnLink shall not constitute an assumption of any responsibility by EnLink for their accuracy or sufficiency or conformity with applicable laws, and Company shall be solely responsible therefor.
3. Company agrees to provide advance notice to the EnLink representative designated below at least seventy-two (72) hours prior to the commencement of any construction, maintenance, operation, inspection, repair, and removal of the Company Facilities or any equipment or machinery being located within twenty-five feet (25') of the EnLink Facilities.

Colin Brammell, Senior Landman
Colin.brammell@enlink.com
Emergency---1-866-394-9839

1722 Routh Street, Suite 1300 } Dallas, TX 75201
Office: 214.953.9500 } Fax: 214.953.9501

EnLink.com

EnLink shall have the right to have an EnLink representative on site to oversee any work or activity taking place within twenty-five feet (25') of the EnLink Facilities. Such representative may immediately suspend or terminate any work if, in such representative's reasonable judgment, such work presents a threat to the safety or integrity of the EnLink Facilities, and EnLink will not be liable to Company, its contractors, consultants or any other associated party for any costs or expenses associated with such suspension or termination.

4. All EnLink pipeline locations and elevations must be field-verified. An EnLink representative shall do all line locating.
5. No excavation is permitted within fifteen feet (15') of any EnLink pipeline, without an EnLink Representative onsite.
6. A minimum vertical clearance of forty-eight inches (48") be maintained between any EnLink pipeline and any Company roads, streets, or driveways.
7. No heavy equipment, such as backhoes, bulldozers and excavators, shall cross EnLink's right-of-way **without dragline mats** installed over EnLink's underground facilities. Dragline mat bridges shall be used to eliminate excessive loads from being imposed on EnLink's underground facilities. In addition, the maximum wheel load should be no greater than 25,000 lbs. for any equipment crossing EnLink's underground facilities.
8. Company agrees to provide as-built drawings of the Company Facilities within thirty (30) days of EnLink's request therefor.
9. Without limiting any of the foregoing, Company shall at all times conduct its work safely, expediently, and in such a manner so as not to unreasonably interfere with or impede the operation of the EnLink Facilities.
10. Company agrees to maintain and repair the Company Facilities and keep same in good condition at Company's sole expense. In no event shall Company remove any cover and/or decrease the grade from EnLink's right-of-way.
11. Company will provide and maintain proper and effective protection to the EnLink's Facilities so as to prevent any damage resulting from Company's use of EnLink's right-of-way.
12. Company will pay all damages caused to EnLink's Facilities that results from the project described herein or the construction and maintenance of the Company Facilities.

13. Company agrees to indemnify, defend and hold EnLink, its parent, affiliates, subsidiaries, and their directors, officers, employees, representatives and agents (“**Indemnitees**”) harmless from and against any and all actions or causes of action, claims, demands, liabilities, loss, damage, injury, suit, proceeding, judgment or cost (including, without limitation, court costs and reasonable attorneys’ fees) for personal injury to or death of any person, or damages to any property, caused by or arising out of the construction, maintenance, operation, inspection, repair, replacement or removal of the Company Facilities, REGARDLESS OF WHETHER ARISING FROM OR ATTRIBUTABLE TO THE STRICT LIABILITY, NEGLIGENCE OR OTHER FAULT OF ENLINK OR THE INDEMNITEES OR ANY ACT OR OMISSION WHICH MAY RESULT IN IMPOSITION OF STRICT LIABILITY (BY STATUTE OR UNDER COMMON LAW) UPON ENLINK OR THE INDEMNITEES, but to the extent permitted by the Constitution and laws of the State of Texas.

14. This letter shall not be construed as a grant to Company of a right of way, easement, or any other interest, but only grants a permit for the limited encroachment across EnLink’s existing right-of-way as herein provided. Company will be responsible for securing any rights to the property from the owner of the property on which the Company Facilities will be installed. EnLink makes no warranty, express or implied, as to title to the property on which the Company Facilities will be installed, and the consent herein given is subject to all prior grants, reservations, encumbrances, occupancy and crossing agreements, if any, whether made by EnLink or others and whether or not of record. EnLink consents to any encroachment by the Company Facilities only to the extent that EnLink has the right to grant such consent.

15. It is agreed that EnLink will maintain its prior rights and privileges. This letter neither supersedes nor negates any rights granted to EnLink under the EnLink’s agreement(s) and/or documents creating the EnLink’s rights to the property.

16. The requirements set forth herein shall be binding on the parties hereto, their heirs, successors and assigns.

[signatures on following page]

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Please indicate your acceptance of the foregoing by executing in the space provided below and returning a copy to Addie Landry at addie.landry@enlink.com.

Sincerely,

EnLink North Texas Gathering, LP

**By: EnLink Energy GP, LLC
its general partner**

By: _____
Name: Christopher J. Greneaux
Title: Director of Land

ACCEPTED AND AGREED TO this ____ day of _____, 2024.

Tarrant County

By: _____

Name: Joseph J. Jackson, P.E.

Its: County Engineer/Assistant Director of Transportation Services