



**PERMIT TO USE THE TEXAS CITY HURRICANE LEVEE ROAD EAST OF SH 146 FOR
ACCESS TO THE FLORIDA GAS PIPELINE
(29.452072, -94.968431).**

**To Applicant: Florida Gas Transmission Company, LLC
1300 Main Street
Houston, TX 77002**

PERMIT NUMBER: TCSW-24-381

Dear Applicant:

You are hereby granted authority to access the portion of the Texas City Hurricane Levee road as shown on the vicinity map attached as Exhibit A.

Your authority is granted under the following terms, limitations and conditions.

- 1. Your use of the Permitted Premises is limited to the access of the Florida Gas Pipeline Site. Any other use of the Permitted Premises will automatically revoke this Permit.**
- 2. The County does not guarantee or warrant in any capacity that it owns the Permitted Premises or the adjacent levee in fee simple absolute. This permit is effective only insofar as the rights of the County in the Permitted Premises are concerned. You must obtain such permission or authorization as may be necessary on account of any other existing rights by separate negotiations.**
- 3. The County does not warrant in any manner that any portion of Hurricane Levee is suitable for the permitted purposes.**
- 4. This Permit is being given exclusively to you. It is your responsibility to notify any of your employees, representatives, associates, contractors or sub-contractors of the terms and conditions of this permit. It is also your responsibility to ensure that any such person or entities acting on your behalf also abide by the conditions of this permit. You will be responsible for any damage caused by any of your employees, representatives, associates, contractors or sub-contractors.**

5. Any matters relating to this permit shall be addressed to Michael Shannon, Galveston County Engineer at 722 Moody, Galveston, TX 77550, 409.770.5399, michael.shannon@co.galveston.tx.us.
6. The County may permit parties other than you to have use of the Permitted Premises during the permitted period. We will attempt to provide you with the names of such other permitted parties.
7. You are fully responsible for all matters pertaining to traffic regulation, safety and control on all areas of the Permitted Premises attributed to your operations.
8. Your operations will be performed without cost or expense to the County.
9. You agree to be responsible for all damages to the levee and levee roadway caused by your vehicles, equipment or operations or by vehicle, equipment or operations of others acting on your behalf.
10. You will settle, to the County's satisfaction, all claims, damages, demands and causes of action related to the Permitted Premises and levee right-of-way including the levee drainage system, pump station and levee road resulting from your operations or the operations of others acting on your behalf in an expedient manner.
11. You will execute and have your surety execute the attached bond in the amount of \$100,000.00 with the issuance date being the effective date of the permit. The surety bond shall remain in effect for one year, unless the County releases it sooner.
12. The County will make all inspections and submit all claims for damages to you within a timely manner. If no damages are determined to have occurred by the County, your bond will be released.
13. Any use of the Permitted Premises, other than for the described levee road access requires a new permit and surety bond. The amount of the bond required will be renegotiated.
14. You shall furnish upon Issuance date to the County a copy of your current Certificate of Liability Insurance coverage, insuring against damages, and damages to the person or property of third parties that are caused by vehicles, equipment or your operations; such third party general liability being with bodily injury limits not less than \$250,000 per person, and \$500,000 per accident, and property damage limits of not less than \$100,000 per accident. Galveston County must be named additional insured on the policy.

15. YOU AGREE TO PROTECT, INDEMNIFY, DEFEND AND HOLD THE COUNTY OF GALVESTON HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS OF DAMAGE TO PERSONS OR PROPERTY OCCURRING OR IN ANY WAY ARISING OUT OF OPERATIONS UNDER THIS PERMIT.

16. This permit expires three (3) months from date of issuance.

17. You agree to these conditions by signing below.

Dated this 30th day of September, 2024.

COUNTY OF GALVESTON,

By: 
Mark Henry, County Judge

ATTEST:

By: 
Dwight D. Sullivan, County Clerk



Florida Gas Transmission LLC

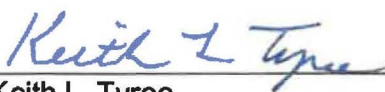
By: 
Keith L. Tyree
Senior Right-of-Way Agent

EXHIBIT A



FGT MATTED ROUTE TO VALVE SITE ON
NATURE CONSERVANCY

