



**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.

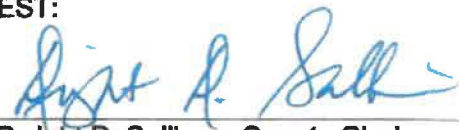
17. You agree to these conditions by signing below.

Dated this 30th day of September, 2024.

COUNTY OF GALVESTON,

By: 
Mark Henry, County Judge

ATTEST:

By: 
Dwight D. Sullivan, County Clerk

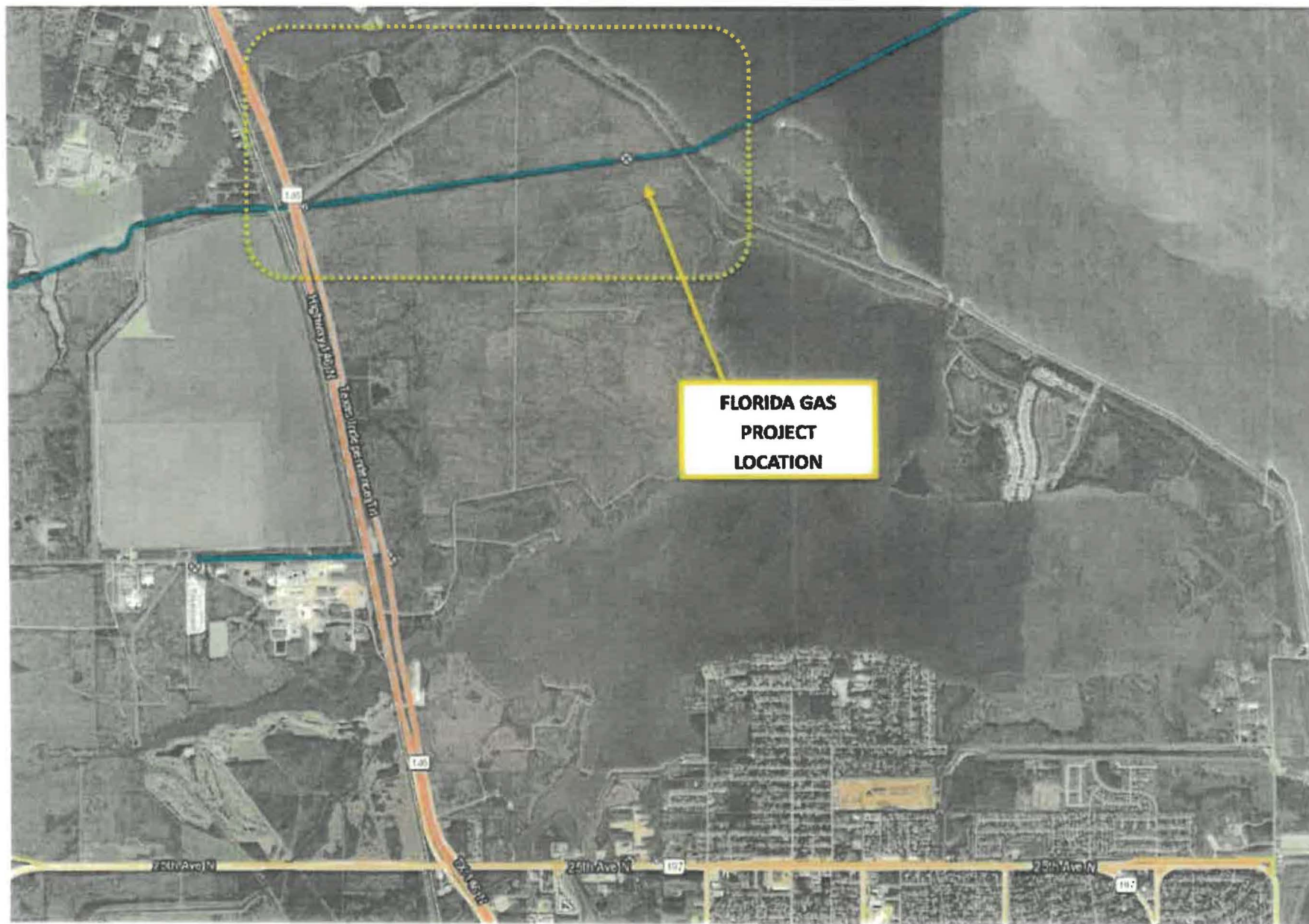
Florida Gas Transmission LLC

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



**FGT MATTED ROUTE TO VALVE SITE ON
NATURE CONSERVANCY**

EXHIBIT A





ZURICH

Performance and Completion Bond

Bond No. 9456389

KNOW ALL MEN BY THESE PRESENTS:

THAT WE Florida Gas Transmission Company, LLC as Principal, and Fidelity and Deposit Company of Maryland, a corporation duly incorporated under the laws of the State of Maryland and authorized to do business in the State of Texas, as Surety, are held and firmly bound unto County of Galveston, 722 Moody, Galveston, TX 77550, as Oblige, in the penal sum of One Hundred Thousand and no/100 ***** (\$100,000.00***) Dollars, for the payment of which we hereby bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents.

WHEREAS, the Principal has obtained or is about to obtain a permit for purposes of performing the following work in the public right of way:

FGT Integrity Project of Mainline – Texas City Storm Levee Access to FGT Valve Site on Nature Conservancy (Matting Levee Access Roadway) (the "Permitted Work"); and

WHEREAS, the Principal is required to maintain a performance and completion bond guaranteeing that the Permitted Work will be:

1. Complete within the prescribed time limits all work required under the terms and conditions of the Permit, including the application, plans and specifications, as approved by *.
2. Provide and maintains the Security in full force and effect until all work under this Permit, including stormwater management facilities, where applicable, is completed and accepted by County of Galveston.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Principal shall faithfully comply with all applicable laws, statutes, ordinances, rules or regulations pertaining to the Permitted Work, and shall either complete the Permitted Work in its entirety or restore the public right of way to its condition prior to the commencement of the Permitted Work, then this obligation shall be null and void; otherwise to remain in full force and effect.

This bond shall become effective on 09/06/2024.

PROVIDED, that regardless of the number of years this bond is in force, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the penal sum listed above.

PROVIDED FURTHER, that the Surety may terminate its liability thereunder as to future acts of the Principal at any time by giving thirty (30) days written notice of such termination to the Oblige.

SIGNED, SEALED AND DATED this 6th day of September, 2024.

Florida Gas Transmission Company, LLC

By: [Signature]
Principal

Fidelity and Deposit Company of Maryland

By: [Signature]
Lupe Tyler / Attorney-In-Fact

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 20th day of September 2004



Thomas O. McClellan
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790



CERTIFICATE OF LIABILITY INSURANCE

9/15/2024

DATE (MM/DD/YYYY)
9/6/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES, LLC
3657 BRIARPARK DRIVE, SUITE 700
HOUSTON TX 77042
866-260-3538

CONTACT
NAME:
PHONE
(A/C, No, Ext): FAX
(A/C, No):
E-MAIL
ADDRESS:

INSURED Florida Gas Transmission LLC
1389320 1300 Main Street
Houston TX 77002

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ACE American Insurance Company	22667
INSURER B: Old Republic Insurance Company	24147
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 20919179

REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	MWZY 59829-23	9/15/2023	9/15/2024	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ See Below \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90 <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	MWTB 21715-23	9/15/2023	9/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 10,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLR C50726587	9/15/2023	9/15/2024	<input checked="" type="checkbox"/> PER STATUTE OTHER E.L. EACH ACCIDENT \$ 10,000,000 E.L. DISEASE - EA EMPLOYEE \$ 10,000,000 E.L. DISEASE - POLICY LIMIT \$ 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Products/Completed Operations Aggregate Limit Subject to the General Aggregate Limit. All policies (except Workers' Compensation/EL) contain a special endorsement with "Primary and Noncontributory" wording. Re: WBS #: E-24102-GL-94300035.

CERTIFICATE HOLDER

CANCELLATION See Attachment

20919179

County of Galveston
722 Moody
Galveston TX 77550

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

All policies (except Workers' Compensation/EL) include a blanket automatic additional insured endorsement [provision] that confers additional insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as an additional insured. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not an additional insured under the policy.

All policies include a blanket automatic waiver of subrogation endorsement [provision] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the waiver of subrogation feature does not apply.

MICHAEL C. SHANNON, PE, CFM
COUNTY ENGINEER



NANCY M. BAHER, PE
ASSISTANT COUNTY ENGINEER

THE COUNTY OF GALVESTON
Office of the County Engineer
722 Moody, Galveston, TX 77550
(409) 770-5453

February 17, 2025

Honorable Judge Henry and County Commissioners
Galveston County
Galveston, TX

Gentlemen:

On September 09, 2024, Commissioners Court issued permit TCSW-24-381 to Florida Gas Transmission Company, LLC to use the Texas City Hurricane Levee Road East of SH 146 for access to the Florida Gas Pipeline.

The project has been completed. It is my recommendation that the county release Bond No. 9456389 in the amount of \$100,000.00. Copies of the permit and bond are attached.

Sincerely,

A handwritten signature in blue ink, appearing to read "MCS", written over a horizontal line.

Michael C. Shannon, PE, CFM
County Engineer