

FULL AND FINAL SETTLEMENT AND RELEASE AGREEMENT

THIS FULL AND FINAL SETTLEMENT AND RELEASE AGREEMENT (the “Agreement”) is made and entered into by Permian Highway Pipeline, LLC (“PHP”) and Kinder Morgan Texas Pipeline, LLC (“KMTP,” and collectively with PHP, the “Pipeline Parties”) and the City of Kyle, Texas (the “City”). The Pipeline Parties and the City are referred to herein collectively as the “Parties” or individually as a “Party.”

RECITALS

WHEREAS, PHP is the owner and economic operator of the Permian Highway Pipeline (the “Pipeline”) and KMTP is the operator of the Pipeline;

WHEREAS, the Pipeline under development will be a forty-two-inch buried natural gas pipeline that is expected to be in service by late 2020 and, upon completion, will transport up to 2.1 billion cubic feet per day of natural gas through approximately 430 miles of pipeline from the Waha Hub in Reeves County, Texas to the Katy Hub near Houston, Texas;

WHEREAS, on July 2, 2019, the City passed, approved, and adopted Ordinance No. 1041, titled “AN ORDINANCE OF THE CITY OF KYLE, TEXAS ADOPTING BUILDING REGULATIONS AND PROCEDURES PROMOTING RISK REDUCTIONS OF OPERATIONS AND DEVELOPMENT NEAR PIPELINES; MAKING FINDINGS OF FACT; PROVIDING DEFINITIONS; PROVIDING A MAXIMUM PENALTY; PROVIDING SEVERABILITY AND OPEN MEETINGS CLAUSES; AND PROVIDING FOR RELATED MATTERS,” and referred to herein as the Original Ordinance;

WHEREAS, on July 22, 2019, the Pipeline Parties sued the City in federal court, Case No. 1:19-cv-00734-RP; *Permian Highway Pipeline, LLC, et al., v. City of Kyle, Texas*; in the United States District Court for the Western District of Texas – Austin Division (the “Lawsuit”);

WHEREAS, on July 22, 2019, the Pipeline Parties filed an appeal against the City with the Railroad Commission of Texas (the “Railroad Commission”), Gas Utility Docket No. 10878; *Appeal of Permian Highway Pipeline, LLC and Kinder Morgan Texas Pipeline, LLC for De Novo Review of Action Taken by the City of Kyle, Texas*; before the Railroad Commission of Texas – Hearings Division (the “Railroad Commission Appeal”);

WHEREAS, on September 9, 2019, the City amended the Original Ordinance by passing, approving, and adopting Ordinance No. 1055, titled “AMENDMENT TO AN ORDINANCE OF THE CITY OF KYLE, TEXAS ADOPTING BUILDING REGULATIONS AND PROCEDURES AND REQUIRING A PERMIT FOR DEVELOPMENT OF PIPELINES WITHIN OR INVOLVING CITY RIGHTS OF WAY OR UTILITY INFRASTRUCTURE; MAKING FINDINGS OF FACT; PROVIDING DEFINITIONS; PROVIDING A MAXIMUM PENALTY; PROVIDING SEVERABILITY AND OPEN MEETINGS CLAUSES; AND PROVIDING FOR RELATED MATTERS,” and referred to herein as the Amended Ordinance;

WHEREAS, in the Lawsuit, the Pipeline Parties challenge the validity of the Original Ordinance and Amended Ordinance, seeking preliminary and permanent injunctive relief and three declarations focusing on: (1) federal and state preemption, (2) violations of the Commerce Clause of the U.S. Constitution, and (3) violations of the Home Rule City provisions of the Texas Constitution;

WHEREAS, in the Lawsuit, the City has two pending motions to dismiss for lack of jurisdiction based on the purported failures of the Pipeline Parties to allege a federal claim and comply with pre-suit notice requirements;

WHEREAS, in the Railroad Commission Appeal, the Pipeline Parties specifically challenge certain fees in the Original Ordinance and Amended Ordinance;

WHEREAS, in the Railroad Commission Appeal, the City has a pending motion to dismiss the proceeding as premature and for lack of jurisdiction based on ripeness grounds and the purported failure of the Pipeline Parties to satisfy statutory requirements for their appeal;

WHEREAS, the Parties do not wish or intend this Agreement to be an admission by any of them concerning any matter whatsoever, and the Parties expressly deny any and all liability to each other; and

WHEREAS, to avoid further time, expense, inconvenience, and uncertainties of litigation, the Parties wish to compromise and settle all claims that have been raised or that could have been raised in the Lawsuit or Railroad Commission Appeal.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. THE PIPELINE PARTIES' RELEASE AND DISCHARGE OF THE CITY

In consideration of the promises, representations, and warranties made in this Agreement, the Pipeline Parties do hereby completely **RELEASE, ACQUIT, AND FOREVER DISCHARGE** the City, as well as its past, present, and future council members, officers, managers, representatives, agents, employees, and any and all other persons and firms for whom it could be legally responsible (collectively, the "City Released Parties"), from any and all past, present, or future claims, demands, liabilities, obligations, actions, causes of action, rights, damages, costs, expenses, and compensation of any nature whatsoever, whether based on contract, statute, tort, or any other theory of recovery, and whether for compensatory damages, specific performance, injunctive or declaratory relief, exemplary damages, attorneys' fees, court costs, expenses, interest, or compensation of any nature whatsoever that were asserted in the Lawsuit or the Railroad Commission Appeal or that could have been asserted in the Lawsuit or the Railroad Commission Appeal.

II. THE CITY’S RELEASE AND DISCHARGE OF THE PIPELINE PARTIES

In consideration of the payment described below in Paragraph III, and the other promises, representations, and warranties made in this Agreement, the City, through its authorized representatives, does hereby completely **RELEASE, ACQUIT, AND FOREVER DISCHARGE** the Pipeline Parties, as well as their respective past, present, and future owners, members, managers, officers, parent companies, subsidiaries, divisions, affiliates, representatives, agents, employees, predecessors, successors, assigns, insurers, and any and all other persons and firms for whom they could be legally responsible (collectively, the “Pipeline Released Parties”), from any and all past, present, or future claims, demands, liabilities, obligations, actions, causes of action, rights, damages, costs, expenses, and compensation of any nature whatsoever, whether based on contract, statute, tort, or any other theory of recovery, and whether for compensatory damages, specific performance, exemplary damages, attorneys’ fees, court costs, expenses, interest, or compensation of any nature whatsoever that were asserted in the Lawsuit or the Railroad Commission Appeal or that could have been asserted in the Lawsuit or the Railroad Commission Appeal. Notwithstanding anything to the contrary in the foregoing, the Parties agree that the City of Kyle shall retain the right to pursue both (1) its current claims in *Sansom et al. v. Texas Railroad Commission, et al.*, D-1-GN-19-002161, in the 345th District Court, Travis County, Texas (presently on appeal), and (2) any claims it may have arising under the Endangered Species Act, the Clean Water Act, the Safe Drinking Water Act, the National Environmental Policy Act, and the regulations promulgated under any such Act, all of which shall be entirely unaffected by this release.

III. PAYMENT

In consideration of the releases set forth above, and the other promises, representations, and warranties made in this Agreement, the Pipeline Parties shall pay the City a total of two million, seven hundred thousand dollars (\$2,700,000) in two equal installments paid at different times. The Pipeline Parties shall pay the City the first half of the total amount—one million, three hundred and fifty thousand dollars (\$1,350,000)—thirty (30) days after the completion of Pipeline construction within the jurisdictional limits of the City. The Pipeline Parties shall pay the City the second half of the total amount—one million, three hundred and fifty thousand dollars (\$1,350,000)—on or before one (1) year after the first payment is due. These payments by the Pipeline Parties shall be made by wire transfer to the City pursuant to the following wire instructions:

<u>Beneficiary:</u>	City of Kyle
<u>Bank Name:</u>	JP Morgan Chase c/o TexSTAR Participant Services 325 North St. Paul Street, Suite 800 Dallas, Texas 75201 Telephone: (800) 839-7827
<u>ABA:</u>	021000021

BNF: 9102733343
OBI: 1050111110
City of Kyle - General Fund

Special Instructions: Send Funds Receipt Confirmation to:
pmoheet@cityofkyle.com

IV. EXEMPTION

The City agrees, represents, and warrants that the Pipeline (and any of the Pipeline Parties when acting in connection with the Pipeline, or their respective contractors and subcontractors when acting in connection with the Pipeline) shall be forever exempted from complying with the Original Ordinance and the Amended Ordinance, and any other existing City Ordinance or provision purporting to regulate or burden the Pipeline.

The Parties acknowledge that the Pipeline Parties, their respective contractors and subcontractors, and the Pipeline are, and will continue to be, subject to applicable federal and Texas laws and related federal and Texas regulations.

V. ISSUANCE OF ROAD CROSSING PERMITS

The City agrees that, within fourteen (14) days of the execution of this Agreement, it will issue Road Crossing Permits, forms of which are attached hereto as **Exhibit A**, to the Pipeline Parties for the Pipeline. Except for Section VI below, the Parties agree that the Road Crossing Permits are the only permits or other approvals that the Pipeline Parties and their respective contractors and subcontractors need from the City to construct and operate the Pipeline within the jurisdictional limits of the City.

VI. CONSENT AND RIGHT-OF-WAY USE AGREEMENT

In return for the City’s consent to build the Pipeline within areas of the City’s jurisdiction as shown on the map to **Exhibit B**, the Pipeline Parties agree that in the event of any future infrastructure expansion project undertaken by the City or by any public utilities operating within the City’s jurisdiction that requires or necessitates a road or other public utility crossing the Pipeline, the Pipeline Parties will reasonably cooperate with the City (or public utilities as applicable) in the design of such crossings and, so long as such crossings are designed in accordance with applicable federal and Texas laws and regulations, the Pipeline Parties will not place any additional requirements or obligations on the City or public utilities for such crossings including, without limitation, the Pipeline Parties will not subject the City or public utilities to delay or additional engineering, construction or other similar costs to meet standards not required by federal or Texas law and regulations. Within 14 days of the execution of this Agreement, and prior to the issuance of the permits contemplated in Section V, the parties shall execute a Right-of-Way Use Agreement in the form attached here as **Exhibit B**.

VII. UNKNOWN CIRCUMSTANCES, TAX CONSEQUENCES

The City agrees that the mutual undertakings contained herein constitute a complete compromise of matters involving disputed issues of law and fact related to the Pipeline, the Original Ordinance, the Amended Ordinance, the Lawsuit, and the Railroad Commission Appeal, and the City and the Pipeline Parties assume the risk that the law or facts may be different than what each of the Parties believes.

Each Party represents and warrants that it is not relying on any representations concerning the consequences, including but not limited to the income tax consequences to the City, resulting from the execution of this Agreement or receipt of any payment made pursuant to this Agreement.

VIII. REPRESENTATION OF COMPREHENSION OF DOCUMENT

The Parties represent and warrant that, before executing this Agreement, they each fully informed themselves of and understand the terms, contents, conditions, and effects of this Agreement, and that, in making this Agreement, they had the benefit of and relied on the advice of attorneys of their own choosing. The Parties further represent and warrant that no promise or representation of any kind has been made to them by the other Party or by anyone acting for the other Party, except as is expressly stated in this Agreement.

IX. ACKNOWLEDGEMENT OF DISCHARGE AND AUTHORITY

The City acknowledges that the payment described in Paragraph III of this Agreement represents the full amount to which it is entitled from the Pipeline Released Parties in relation to the matters alleged or that could have been alleged in the Lawsuit and Railroad Commission Appeal.

The Parties represent and warrant that they each have the exclusive authority to execute this Agreement. The Parties further represent and warrant that they have the authority to pay and accept, as applicable, the settlement funds described in Paragraph III of this Agreement, and they have not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Agreement.

X. SPECIFIC PERFORMANCE

The Parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

XI. COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES)

Each Party shall bear its own costs and expenses, including attorney's fees, paid or incurred in the Lawsuit and Railroad Commission Appeal.

XII. ADDITIONAL DOCUMENTS

The Parties agree to cooperate fully and execute any and all supplementary documents, including the exhibits attached hereto as appropriate, and to take all additional actions which may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

The Parties agree that, within fourteen (14) days of the execution of this Agreement, the Right-of-Way Use Agreement, and the Road Crossing Permits, each of the Parties agree to file an Agreed Motion to Dismiss and Order of Dismissal Without Prejudice in the Lawsuit, a form of which is attached hereto as **Exhibit C**.

The Parties agree that, within fourteen (14) days of the execution of this Agreement, the Right-of-Way Use Agreement, and the Road Crossing Permits, each of the Parties agree to file an Agreed Motion to Dismiss in the Railroad Commission Appeal, a form of which is attached hereto as **Exhibit D**.

XIII. NOT AN ADMISSION OF LIABILITY

The Parties represent and warrant that this Agreement and the payment detailed herein are being made as a final compromise and settlement of disputed claims, and such an Agreement or payment is not to be construed as an admission of liability of any nature on the part of the Parties, or anyone else, in this or any other proceeding. The Parties have expressly denied any and all liability to each other.

XIV. GOVERNING LAW, VENUE, AND VALIDITY

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

Venue for any disputes arising out of or related in any way to this Agreement shall lie exclusively in the Texas Railroad Commission or any state or federal district court for Hays County, Texas.

If any provisions of this Agreement or any provisions hereafter adopted shall for any reason be found to be inapplicable, invalid, illegal, or unenforceable in any respect, such inapplicability, invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, but the Agreement shall be construed as if such provision shall be modified to the extent of such inapplicability, invalidity, illegality, or other unenforceability. Each Party acknowledges that it is represented by counsel and executing this Agreement by its own free will and with a complete understanding of its legal consequences.

XV. ENTIRE AGREEMENT, SUCCESSORS IN INTEREST, NO DURESS, NO THIRD PARTY BENEFICIARIES

This Agreement contains the entire agreement between the Parties with regard to the matters set forth herein and shall be binding upon and inure to the benefit of the executors, administrators, heirs, successors, assigns, and representatives of each Party.

The Parties agree that this Agreement is entered into without duress, in good faith, and for sufficient consideration.

Except as expressly mentioned above or in the foregoing sections, there are no third party beneficiaries to this Agreement. No parties other than the Pipeline Parties are entitled to assert the exemption in Section IV as a defense to the substantive requirements of the Amended Ordinance or their enforcement. By way of example, any third party seeking to engage in development activity covered by the provisions of 8-252 and 8-253 in the Amended Ordinance will be subject to the requirements of those provisions. This Agreement shall have no effect on such third party's obligation to comply with those or any provisions of the Amended Ordinance or preclude the City's ability to enforce the Amended Ordinance.

XVI. MULTIPLE ORIGINALS

This Agreement may be executed in multiple originals. Properly executed signature pages, whether they constitute original signature pages, copied signature pages, or facsimile-copied signature pages, may be attached to the Agreement. Any such copied signature page or facsimile-copied signature page attached to the Agreement will have the same force and effect as an original signature page.

XVII. EFFECTIVENESS

This Agreement shall become effective following execution by the Parties.

[Remainder of page intentionally left blank; signature pages on the following pages]

PERMIAN HIGHWAY PIPELINE, LLC

By: _____
[Name], [Title]

SWORN TO and SUBSCRIBED before me by [Name] on _____, 2019.

Notary Public

KINDER MORGAN TEXAS PIPELINE, LLC

By: _____
[Name], [Title]

SWORN TO and SUBSCRIBED before me by [Name] on _____, 2019.

Notary Public

THE CITY OF KYLE, TEXAS

By: _____
Travis Mitchell, Mayor

Date signed: _____, 2019

ATTEST / SEAL:

By: _____
Jennifer Vetrano, City Secretary

APPROVED:

By: _____
[Name], City Attorney

COUNTERSIGNED BY:

By: _____
Scott Sellers, City Manager

APPROVED:

By: _____
James R. Earp, Assistant City Manager

EXHIBIT A
Road Crossing Permits

EXHIBIT B
Right-of-Way Use Agreement

EXHIBIT C

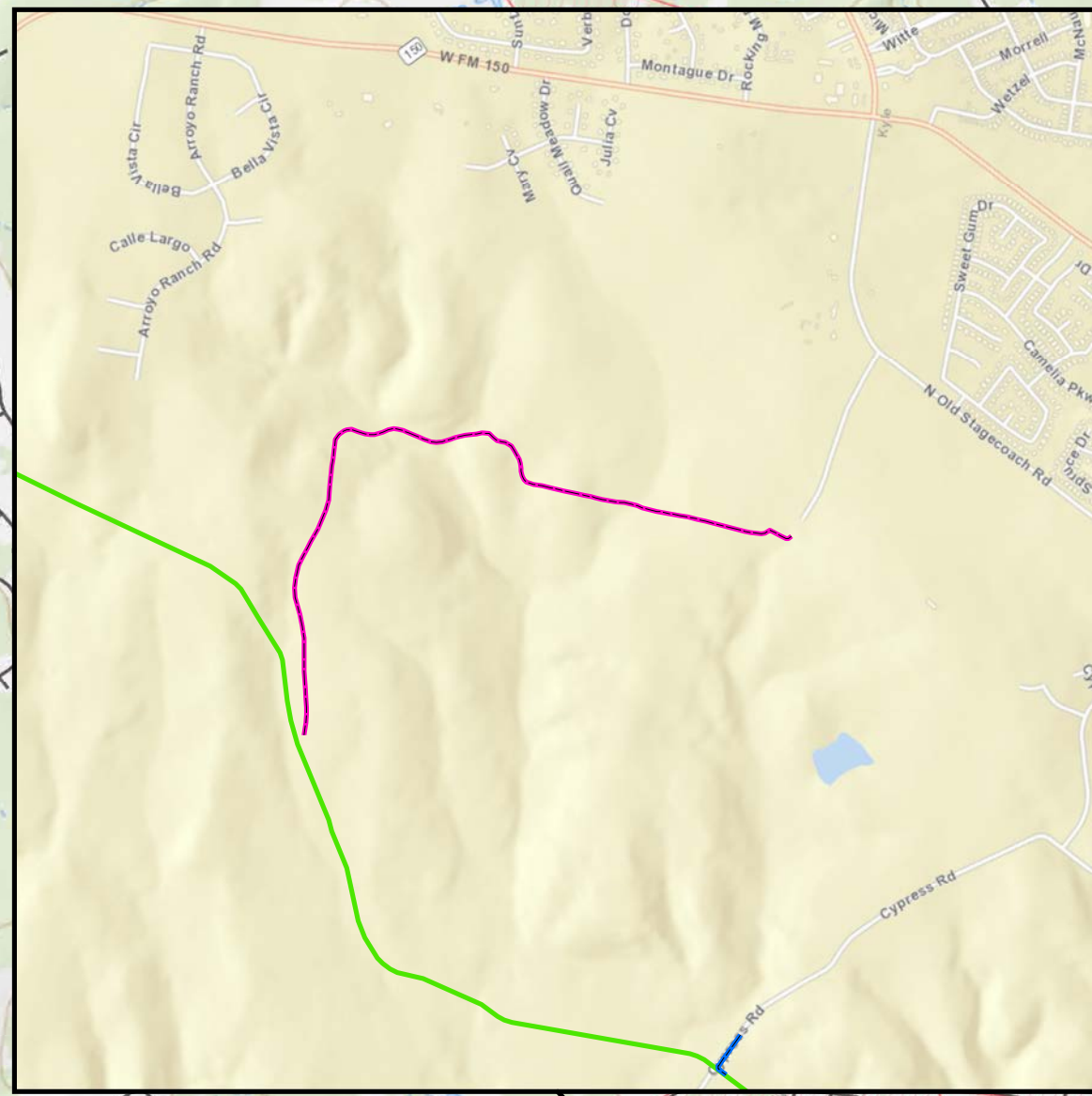
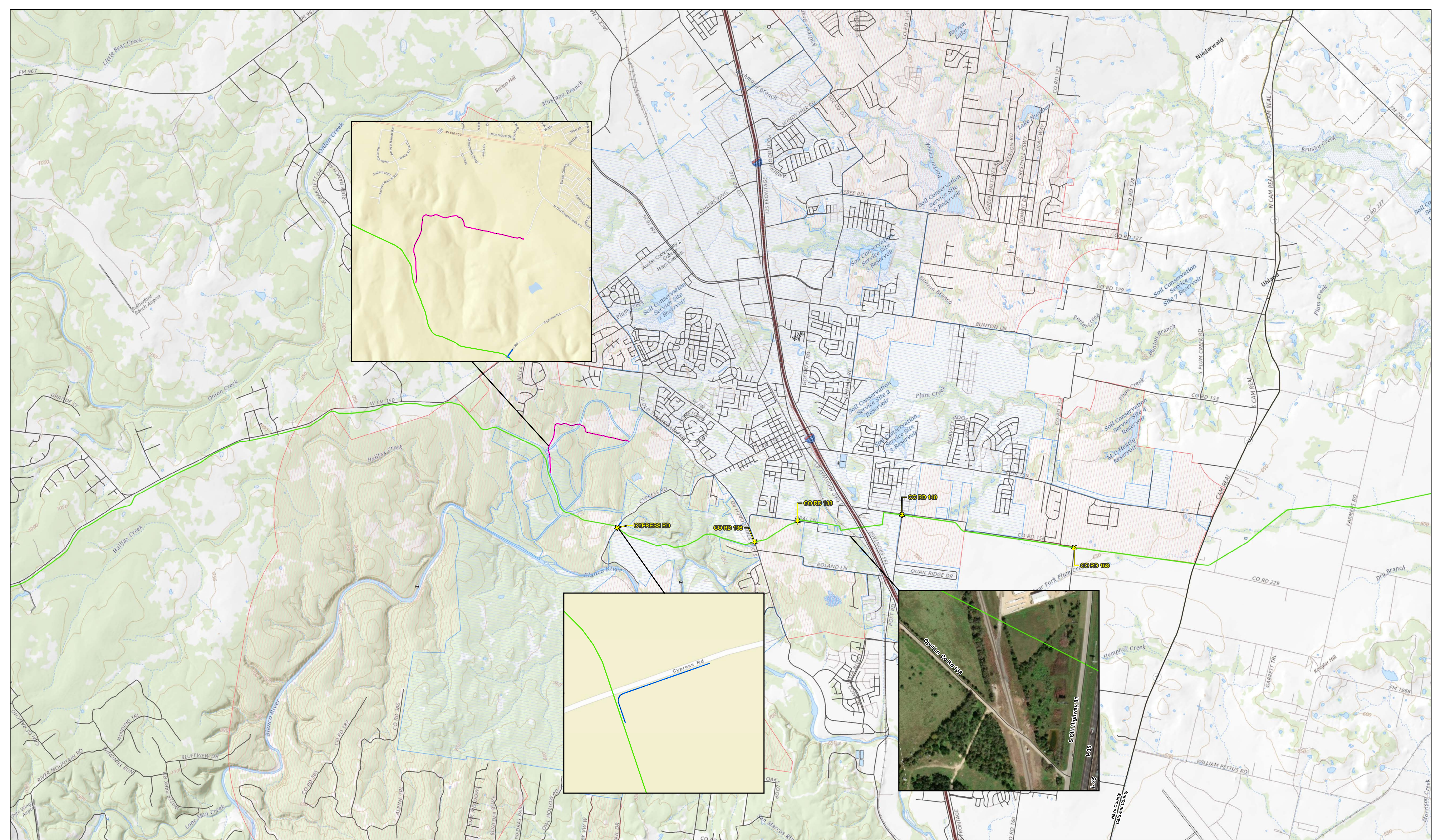
**Agreed Motion to Dismiss and
Order of Dismissal Without Prejudice in Lawsuit**

EXHIBIT D

Agreed Motion to Dismiss in Railroad Commission Appeal

Exhibit A
Permits

Part 1
Overview Map



Legend

ROAD CROSSING	PERMANENT ACCESS ROAD
PUBLIC ROAD	TEMPORARY ACCESS ROAD
PROPOSED PHP MAINLINE	COUNTY BOUNDARY
CITY OF KYLE CITY LIMITS	CITY OF KYLE - ETJ

MAP DATE: 9/13/2019
SCALE: 1 in = 2,500 ft
PROJECT NO.: 310126
310126-HA-RC-KYLE

KINDER MORGAN
PHP MAINLINE
PUBLIC ROAD CROSSING
 CITY OF KYLE - HAYS COUNTY, TX

Exhibit A

Permits

Part 2

Cypress Road

**(Located approx. 1.38 miles south of
S. Old Stagecoach Road)**

FOR OFFICIAL USE ONLY:

Permit No.: _____

Date: _____

RIGHT-OF-WAY PERMIT APPLICATION

Complete this application to construct, operate, use and/or maintain within the right-of-way

Applicant Information:

Applicant (Property Owner, Company, etc):	Permian Highway Pipeline, LLC				
Contact Name (if different from above):	Alex Canahuati				
Mailing Address:	874 Harper Road, Suite 106				
City:	Kerrville	State:	Texas	ZIP:	78028
Telephone:	952-356-4282	Fax:			

- Location (Road, Street) Cypress Road, located approximately 1.38 miles south of S. Old Stagecoach Road

- Anticipated Start Date: 10/01/2019

Anticipated Ending Date: 10/01/2020

Provide below a detailed description of the activity as follows: (include size, length, type of facility, material). If crossing under the roadbed, describe method. If buried, indicate depth from top of facility to surface.

Type of Work to occur in Right-of Way:

Permian Highway Pipeline is requesting to cross a City of Kyle identified Road for the construction of a 42" Natural Gas Pipeline. In connection with the construction of the proposed line, the City of Kyle does hereby grant unto Applicant the right to construct, use and maintain a [1] temporary / [1] permanent access driveway, as identified, contemporaneously with the construction, installation and operation of Applicants pipeline. The location, width and dimensions of the required access driveway is identified on the attached sketch as an exhibit(s) to this Application.

Method of installation is by the bore method. Crossing length is to be approximately 61' and depth of cover is a minimum of 5'.

The above named applicant hereby makes application for a permit to Construct, Operate, Use and/or Maintain within the right-of-way of a city street. The applicant further understands that this application does not guarantee a permit and understands that no work is allowed in the public right-of-way or easement prior to issuance of a permit.

David Ross

Signature of Applicant

David Ross, Land Project Manager, Kinder Morgan

Name and Title of Applicant

07/11/2019

Date

For City Use Only:

Permit Issued By: _____

Issue Date: _____

HAYS COUNTY, TEXAS

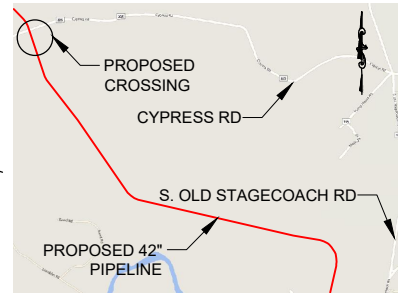
LEGEND

- R/W RIGHT OF WAY
- FM FARM TO MARKET
- MIN. MINIMUM
- CLR. CLEARANCE
- |— EXISTING PIPELINE
- P—P— POWER LINE
- x— FENCE
- e— PROPERTY LINE
- POWER POLE

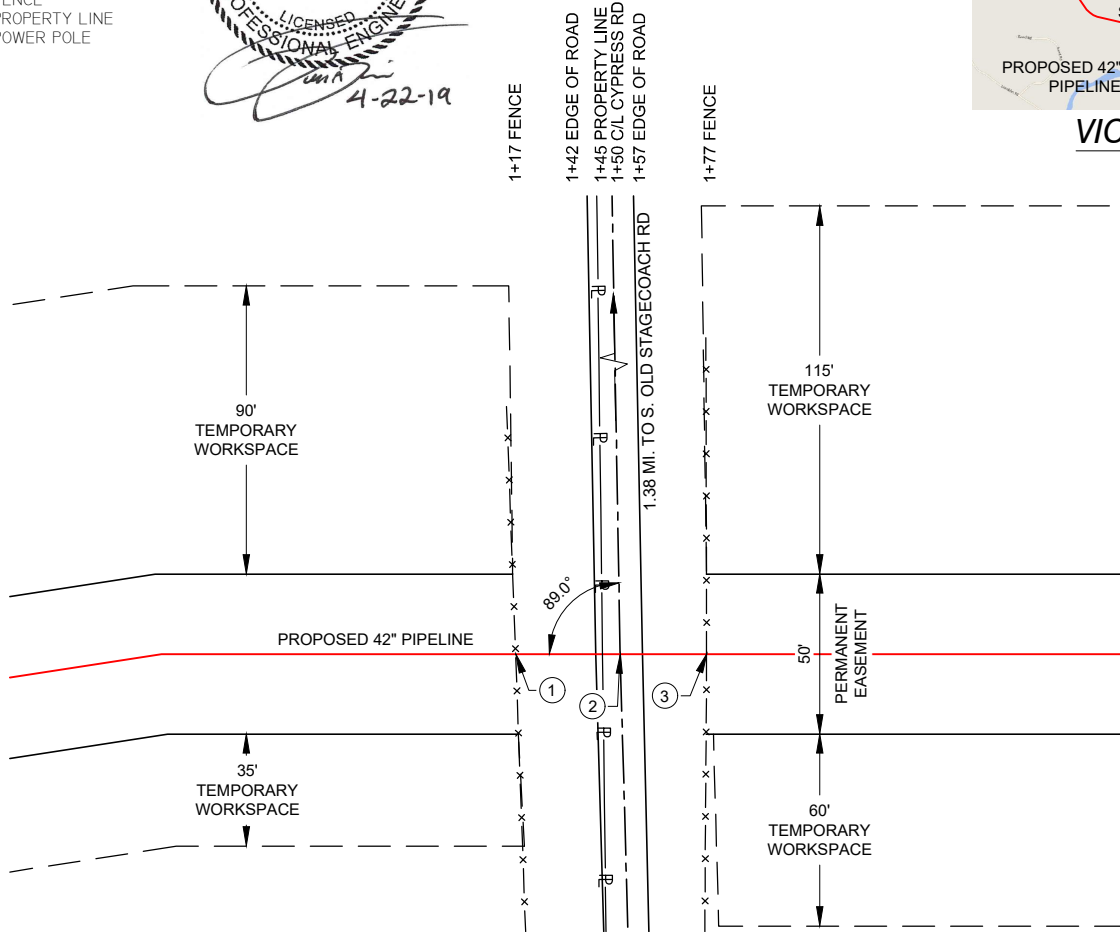


(X) LOCATION COORDINATES

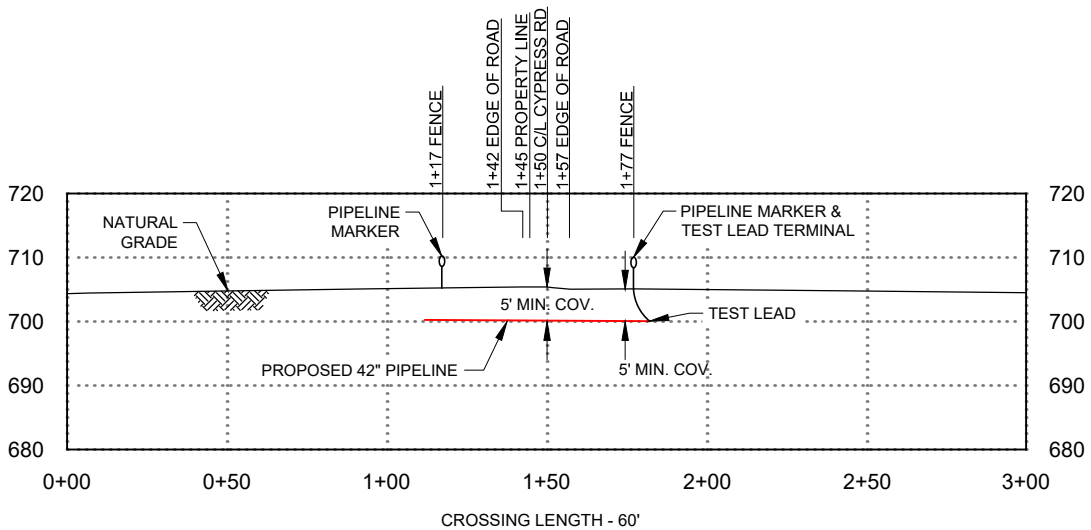
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Y= 9969725.66
2. X= 3062507.25
Y= 9969694.66
3. X= 3062515.86
Y= 9969669.07



VICINITY MAP
N.T.S.



PLAN
1"=60'



PROFILE
1"=60' H
1"=30' V

CROSSING PIPE SPECIFICATIONS

CONTENTS: NATURAL GAS
 CODE: 49 CFR PART 192.111/ASME B31.8
 CLASS LOCATION: 3
 DESIGN FACTOR: 0.50
 CARRIER PIPE: 42"Ø, 0.864" w.t., API 5L X70, PSL2
 CASING: UNCASD
 COATING: 14-16 MILS FBE, 30-40 MILS ARO
 M.A.O.P.: 1,440 PSIG
 PIPELINE CATHODICALLY PROTECTED
 METHOD OF INSTALLATION: CONVENTIONAL BORE

- NOTE:**
1. DATUM BASED ON NAD83 TEXAS STATE PLANE, CENTRAL ZONE, U.S. FOOT
 2. EXISTING UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS GENERATED FROM PREVIOUS MAPS AND SURVEY. CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION OF ALL EXISTING UTILITIES IN AREA OF WORK PRIOR TO CONSTRUCTION AND CALL TEXAS ONE CALL SYSTEM AT 1-800-245-4545 AND ALL OTHER UTILITY COMPANIES AT LEAST 2 WORKING DAYS (48 HOURS) PRIOR TO CONSTRUCTION.
 3. ALL MINIMUM DEPTH REQUIREMENTS MEASURED AT THE TOP OF PIPE.
 4. CROSSING PIPE TO EXTEND AT A MINIMUM FROM EDGE OF R/W TO EDGE OF R/W.
 5. CROSSING PIPE TO MAINTAIN 2' MIN. CLR. FROM EXISTING UTILITIES/PIPELINES.

ISSUED FOR PERMIT
04/22/19



NO.	DATE	REVISION	BY	CHK	APPR	APPR	APPR
0	04/22/19	ISSUED FOR PERMIT	RK	TL	TR		



DRAWING ISSUES	CONSTRUCTION	LAST ORIG.			
	BIDS	LAST ORIG.			
	APPROVAL	LAST ORIG.			
	INFORMATION	LAST ORIG.			
	ISSUED FOR:	SIGNATURE	DATE	REV.	
DRAWING APPROVALS	DRAWN:	RK	DATE:	3/15/19	
	CHECKED:	TL	DATE:	04/03/19	
	ENGINEER:	TR	DATE:	04/09/19	
	TRC:		DATE:		
	CLIENT:		DATE:		

ROAD CROSSING PERMIT

PERMAN HIGHWAY PIPELINE – SPREAD 4
 CYPRESS RD
 HAYS COUNTY, TEXAS



SCALE	PROJECT NO.	DRAWING NO.	SHEET	REV.
AS SHOWN	310126	310126-34HY-006	1 OF 1	0



LOCATION MAP



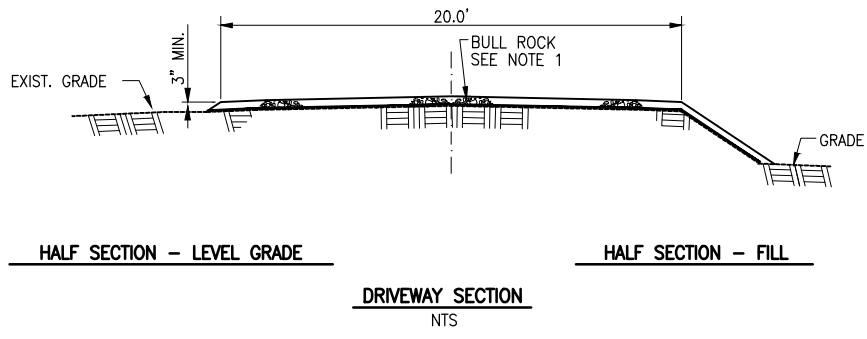
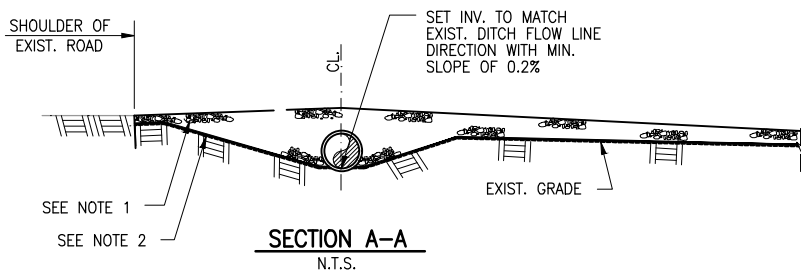
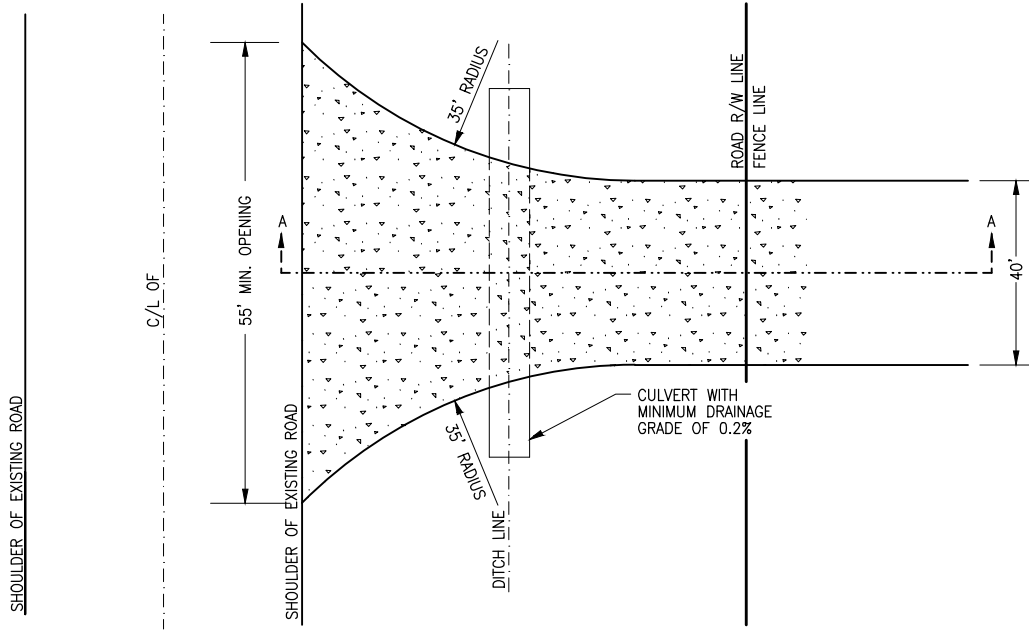
16350 PARK TEN PLACE, SUITE 101
HOUSTON, TX, 77064
PH: (281) 616-0100
LIC. No. TX F-82

NO.	REVISION	DATE	APPR.

HAYS COUNTY
PERMANENT DRIVEWAY EXHIBIT (TYPICAL)
AT CYPRESS ROAD NORTH AND SOUTH

SCALE	DATE	DRAWN	CHECKED	APPROVED
NTS				

TRC PROJ. NO.	DRAWING NUMBER	SHEET
	EXHIBIT 1	1 OF 1



NOTE:
 1. 4" TO 8" BULL ROCK.
 2. GEOTEXTILE FABRIC.



16350 PARK TEN PLACE, SUITE 101
 HOUSTON, TX. 77064
 PH: (281) 616-0100
 LIC. No. TX F-82

NO.	REVISION	DATE	APPR.
1	REVISED PER TXDOT COMMENTS	10/03/18	DC

TYPICAL DETAIL
 TEMPORARY DRIVEWAY PERMIT
 BULL ROCK SURFACE

SCALE	DATE	DRAWN	CHECKED	APPROVED	TRC PROJ. NO.	DRAWING NUMBER	SHEET
NTS						EXHIBIT 1	1 OF 1

GENERAL NOTES

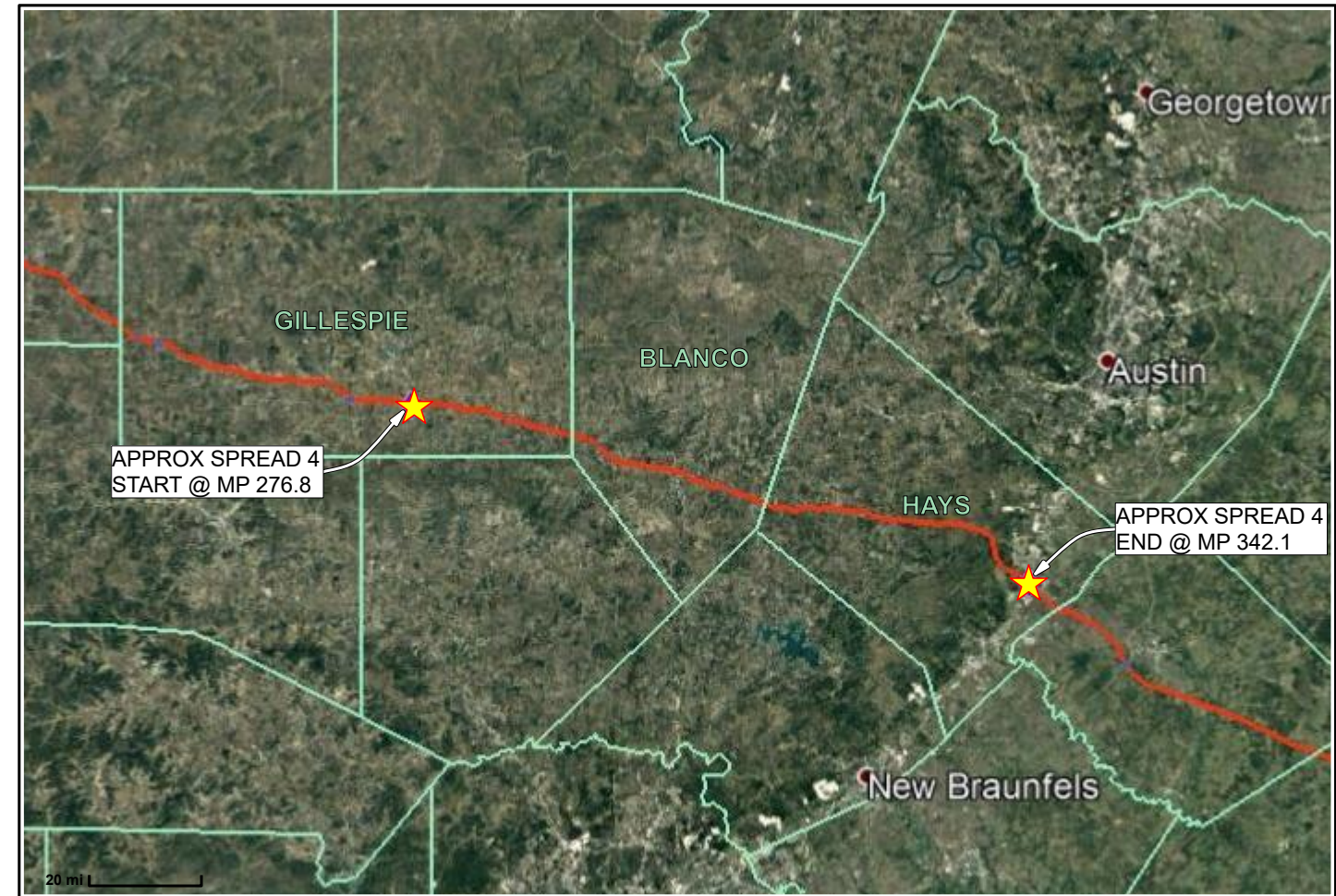
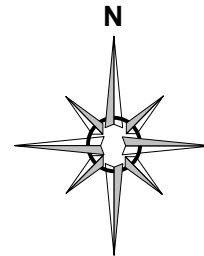
1. THE CONTRACTOR SHALL INSTALL AND MAINTAIN THE TRAFFIC CONTROL DEVICES AS SHOWN HEREIN, AS WELL AS ANY ADDITIONAL TRAFFIC CONTROL DEVICES AS MAY BE REQUIRED TO ENSURE THE SAFE MOVEMENT OF TRAFFIC AND PEDESTRIANS THROUGH OR AROUND THE WORK AREA AND TO PROVIDE MAXIMUM PROTECTION AND SAFETY TO CONSTRUCTION WORKERS.
2. ALL DELINEATORS SHALL BE EQUIPPED WITH REFLECTIVE BANDS.
3. ALL SIGNS, STRIPES, DELINEATORS, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES AND THEIR INSTALLATION SHALL CONFORM TO MUTCD, STANDARD SPECIFICATIONS LATEST EDITION, FOR CONSTRUCTION AND MAINTENANCE WORK ZONES' (LATEST EDITION). IN THE EVENT OF CONFLICT BETWEEN THESE DOCUMENTS THE MOST STRINGENT REQUIREMENT SHALL APPLY.
4. ALL TRAFFIC CONTROL DEVICES SHALL BE KEPT IN THEIR PROPER POSITION AT ALL TIMES, AND SHALL BE REPAIRED, REPLACED, OR CLEANED AS NECESSARY TO PRESERVE THEIR MAXIMUM VISIBILITY AND EFFECTIVENESS.
5. CONTRACTOR SHALL REPLACE OR REPAIR ALL DAMAGES STRIPING WITH TEMPORARY STRIPING OR RAISED PAVEMENT MARKERS AT END OF EACH WORKING DAY.
6. LOCAL LAW ENFORCEMENT, EMERGENCY & CITY TRANSIT DEPARTMENTS SHALL BE NOTIFIED 48 HOURS PRIOR TO COMMENCEMENT OF TRAFFIC CONTROL OPERATIONS.
7. CONTRACTOR SHALL MAINTAIN PEDESTRIAN ACCESS AT ALL TIMES.
8. CONTRACTOR SHALL COVER OR REMOVE ALL CONFLICTING SIGNS.
9. LOCAL AND EMERGENCY ACCESS SHALL BE MAINTAINED AT ALL TIMES.
10. NO SIGNS, OTHER THAN THOSE CALLED FOR ON THESE PLANS, SHALL BE PLACED IN THE PUBLIC RIGHT-OF-WAY WITHOUT WRITTEN APPROVAL OF THE TRANSPORTATION PLANNING MANAGER.
11. LANE CLOSURES, ROAD DETOURS, ROAD CLOSURES, AND TRAFFIC SIGNAL MODIFICATION ASSOCIATED WITH OVERNIGHT CONSTRUCTION ACTIVITIES WILL REQUIRE INFORMATION SIGNS BE PLACED AT LEAST ONE (1) WEEKS IN ADVANCE OF CONSTRUCTION.
12. ALL ADVANCED WARNING SIGNS SHALL BE EQUIPPED WITH FLAGS DURING DAY TIME WORKING HOURS AND WITH FLASHING BEACONS AT NIGHT.
13. ALL BARREL DELINEATORS SHALL BE 36" MINIMUM HEIGHT AND CONES SHALL BE 28" MINIMUM HEIGHT AND SHALL INCLUDE 6" AND 4" HIGH INTENSITY REFLECTORIZED BANDS OR SLEEVES. ALL SIGNS SHALL BE REFLECTORIZED AND STANDARD SIZE.

INDEX: SHEET 1 - COVER SHEET
 SHEET 2 - CROSSING LIST
 SHEET 3- TYPICAL FLAGGER OPERATION (TWO-WAY ROAD)

CONTRACTOR: MPG PIPELINE CONTRACTORS
 16770 IMPERIAL VALLEY, SUITE 105
 HOUSTON, TX. 77060

PROJECT: KINDER MORGAN PHP SPREAD 4
 MP 276.8 TO MP 342.1
 GILLESPIE, BLANCO & HAYS COUNTIES, TEXAS

DESCRIPTION: TYPICAL FLAGGER OPERATION PLAN FOR
 SHORT-TERM TEMPORARY ROAD CLOSURES
 AT ROAD CROSSINGS ALONG 65 MILES OF
 PROPOSED PIPELINE



NATIONAL TRENCH SAFETY
 3550 ROUND BARN BLVD.
 SUITE 205
 SANTA ROSA, CA. 95403

JOB #	19153	REVISIONS		
DRAWN	MH	REV	BY	DATE
DESIGNED	MH	01	MH	05-03-19
CHECKED	PM			
DATE	04-17-19			

MPG PIPELINE CONTRACTORS
 16770 IMPERIAL VALLEY
 SUITE 105
 HOUSTON, TX. 77060

KINDER MORGAN PHP SPREAD 4
 GILLESPIE, BLANCO & HAYS COUNTIES, TEXAS
 TRAFFIC CONTROL PLAN

COVER SHEET

SCALE
 HOR. AS SHOWN
 VER. AS SHOWN

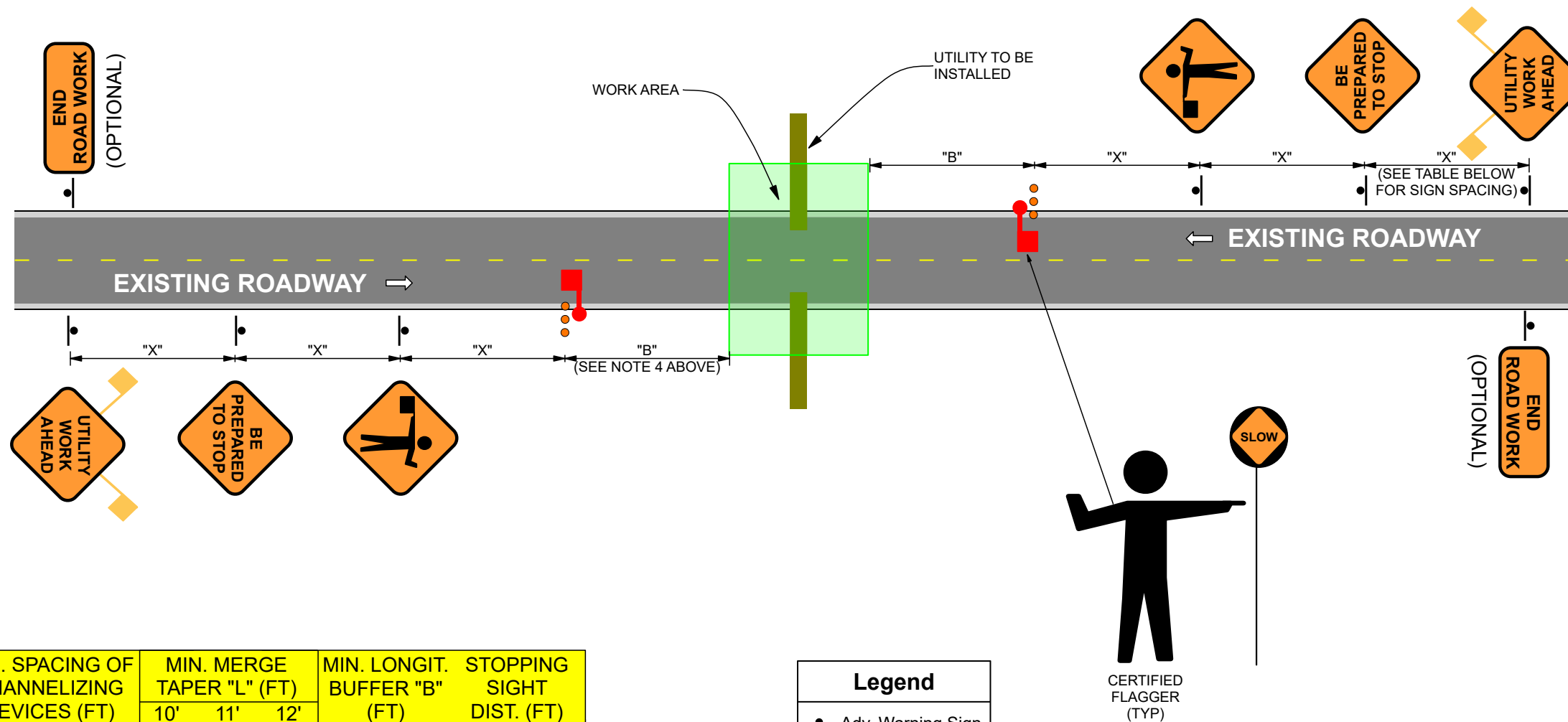
DRAWING
 SHEET

1 of 3

MP	Tract #	Type of Crossing	Crossing Name	Alternative Name	Agency
275.8	D-GI-512.230	COUNTY CROSSING PERMIT	Meusebach Creek Road	N/A	County Road
276.2	D-GI-512.710	COUNTY CROSSING PERMIT	Old San Antonio Road	N/A	County Road
278.3	D-GI-564.420	COUNTY CROSSING PERMIT	Cain City Road	N/A	County Road
279.0	D-GI-564.460	TXDOT CROSSING PERMIT	FM 1376	N/A	TXDOT
282.2	D-GI-583.460	COUNTY CROSSING PERMIT	Jenschke-Kunz Road	N/A	County Road
282.7	D-GI-597.000	COUNTY CROSSING PERMIT	Luckenbach Road	N/A	County Road
284.6	D-GI-610.000	COUNTY CROSSING PERMIT	Jenschke Lane	N/A	County Road
285.9	D-GI-612.000	COUNTY CROSSING PERMIT	Hahn Road	N/A	County Road
290.5	D-GI-628.000	COUNTY CROSSING PERMIT	Schumann Road	N/A	County Road
291.9	D-BL-639.000	COUNTY CROSSING PERMIT	CR 207	Maenius Road	County Road
296.0	D-BL-645.420	TXDOT CROSSING PERMIT	FM 1623	N/A	TXDOT
296.8	D-BL-647.230	COUNTY CROSSING PERMIT	Clear Creek Road	N/A	County Road
298.4	D-BL-651.000	COUNTY CROSSING PERMIT	CR 109	Cottonwood Road	County Road
300.8	D-BL-661.000	COUNTY CROSSING PERMIT	CR 105	7th Street	County Road
302.2	D-BL-667.000	CITY ROAD CROSSING	Carlie Lane	N/A	City of Blanco
303.0	D-BL-672.000	CITY ROAD CROSSING	Sunset Ridge	N/A	City of Blanco
303.4	D-BL-669.000	TXDOT CROSSING PERMIT	US Highway 281	N/A	TXDOT THIS PLAN DOES NOT APPLY
306.3	D-BL-684.000	TXDOT CROSSING PERMIT	FM 165	N/A	TXDOT
308.1	D-BL-690.200	COUNTY CROSSING PERMIT	CR 407 1x	Chimney Valley Road	County Road
308.9	D-BL-697.000	COUNTY CROSSING PERMIT	CR 407 2x	Chimney Valley Road	County THIS PLAN DOES NOT APPLY
309.2	D-BL-690.000	COUNTY CROSSING PERMIT	River Bend Drive	N/A	County Road
315.7	D-HA-705.000	TXDOT CROSSING PERMIT	Farm to Market Rd 2325	N/A	TXDOT
318.0	D-HA-707.000	COUNTY CROSSING PERMIT	CR 218	Pump Station Road	County Road
320.5	D-HA-713.200	COUNTY CROSSING PERMIT	CR 244	Ledgerock Road	County Road
322.6	D-HA-722.300	COUNTY CROSSING PERMIT	CR 220	Mount Sharp Road	County Road
322.9	D-HA-732.000	TXDOT CROSSING PERMIT	Ranch Road 12	N/A	TXDOT
323.9	D-HA-727.000	COUNTY CROSSING PERMIT	Golds Road 1x	N/A	County Road
324.5	D-HA-731.000	COUNTY CROSSING PERMIT	Golds Road 2x	N/A	County Road
326.6	D-HA-735.000	TXDOT CROSSING PERMIT	Farm to Market Rd 3237	Old Kyle Road	TXDOT
338.9	D-HA-766.410	TXDOT CROSSING PERMIT	I-35	N/A	TXDOT THIS PLAN DOES NOT APPLY
339.6	D-HA-752.000	COUNTY CROSSING PERMIT	CR 136	Old Stagecoach Road	County Road
340.2	D-HA-762.300	COUNTY CROSSING PERMIT	CR 138	Opal Lane	County Road



- NOTES:** 1) THIS PLAN MAY ONLY BE USED FOR SHORT DURATION CLOSURES OF 20 MINUTES OR LESS DURING THE DAYTIME, OFF-PEAK HOURS.
 2) THIS PLAN APPLIES TO LOCATIONS SHOWN IN THE PIPELINE CROSSING LIST (SEE SHEET 2).
 3) CONTRACTOR TO VERIFY SPEED LIMIT AT EACH LOCATION.
 4) THE BUFFER SPACE "B" SHOULD BE EXTENDED, AROUND CURVES OR OTHER OBSTACLES WHEN NECESSARY, TO PROVIDE ADEQUATE STOPPING SIGHT DISTANCE TO THE FLAGGER STATION (SEE TABLE FOR STOPPING SIGHT DISTANCE).



POSTED SPEED LIMIT (MPH)	MIN. SIGN SPACING "X" (FT)	MIN. SPACING OF CHANNELIZING DEVICES (FT)	MIN. MERGE TAPER "L" (FT)			MIN. LONGIT. BUFFER "B" (FT)	STOPPING SIGHT DIST. (FT)
			10'	11'	12'		
30	120'	30'	150'	165'	180'	90'	200'
35	160'	35'	205'	225'	245'	120'	250'
40	240'	40'	265'	295'	320'	155'	305'
45	320'	45'	450'	495'	540'	195'	360'
50	400'	50'	500'	550'	600'	240'	425'
55	500'	55'	550'	605'	660'	295'	495'
60	600'	60'	600'	660'	720'	350'	570'
65	700'	65'	650'	715'	780'	410'	645'
70	800'	70'	700'	770'	840'	475'	820'
75	900'	75'	800'	825'	900'	540'	910'



Legend

- Adv. Warning Sign
- Certified Flagger
- Traffic Drum
- ⇨ Traffic Flow
- Work Area



Exhibit A

Permits

Part 3

Old Stagecoach Road

(Located approx. 589' north of Roland Lane)

FOR OFFICIAL USE ONLY:

Permit No.: _____

Date: _____

RIGHT-OF-WAY PERMIT APPLICATION

Complete this application to construct, operate, use and/or maintain within the right-of-way

Applicant Information:

Applicant (Property Owner, Company, etc):	Permian Highway Pipeline, LLC				
Contact Name (if different from above):	Alex Canahuati				
Mailing Address:	874 Harper Road, Suite 106				
City:	Kerrville	State:	Texas	ZIP:	78028
Telephone:	952-356-4282	Fax:			

- Location (Road, Street) Old Stagecoach Road, located approximately 589' north of Roland Lane

• Anticipated Start Date: 10/01/2019

Anticipated Ending Date: 10/01/2020

Provide below a detailed description of the activity as follows: (include size, length, type of facility, material). If crossing under the roadbed, describe method. If buried, indicate depth from top of facility to surface.

Type of Work to occur in Right-of Way:

Permian Highway Pipeline is requesting to cross a City of Kyle identified Road for the construction of a 42" Natural Gas Pipeline. In connection with the construction of the proposed line, the City of Kyle does hereby grant unto Applicant the right to construct, use and maintain a [2] temporary / [] permanent access driveway, as identified, contemporaneously with the construction, installation and operation of Applicants pipeline. The location, width and dimensions of the required access driveway is identified on the attached sketch as an exhibit(s) to this Application.

Method of installation is by the bore method. Crossing length is to be approximately 61' and depth of cover is a minimum of 5'.

The above named applicant hereby makes application for a permit to Construct, Operate, Use and/or Maintain within the right-of-way of a city street. The applicant further understands that this application does not guarantee a permit and understands that no work is allowed in the public right-of-way or easement prior to issuance of a permit.

David Ross

David Ross, Land Project Manager, Kinder Morgan

07/11/2019

Signature of Applicant

Name and Title of Applicant

Date

For City Use Only:

Permit Issued By: _____

Issue Date: _____

HAYS COUNTY, TEXAS

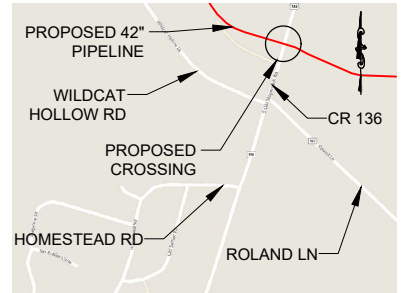
LEGEND

- R/W RIGHT OF WAY
- FM FARM TO MARKET
- MIN. MINIMUM
- CLR. CLEARANCE
- EXISTING PIPELINE
- POWER LINE
- FENCE
- PROPERTY LINE
- POWER POLE

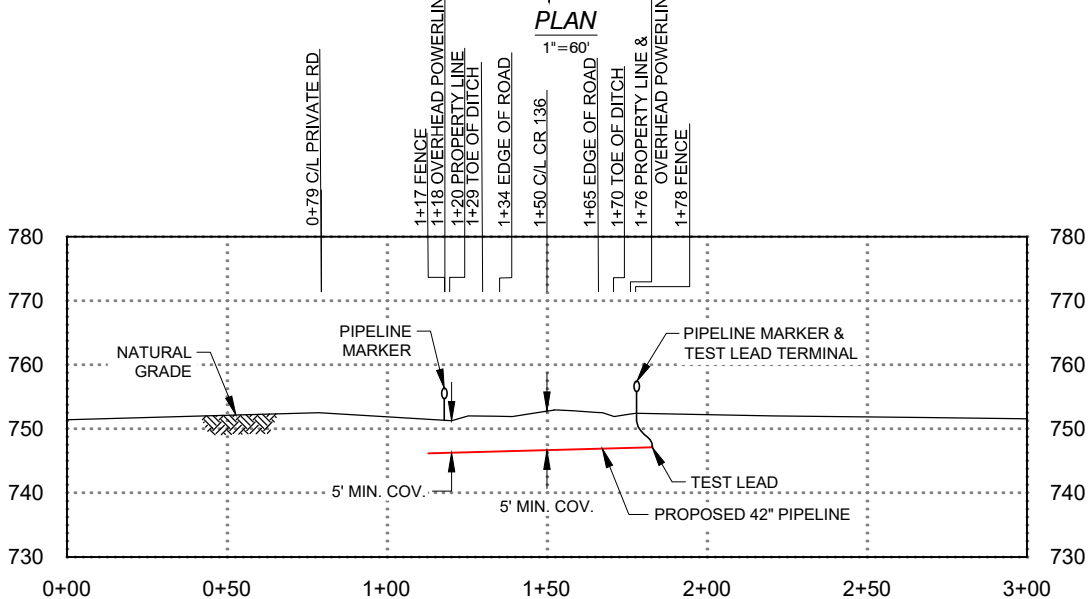
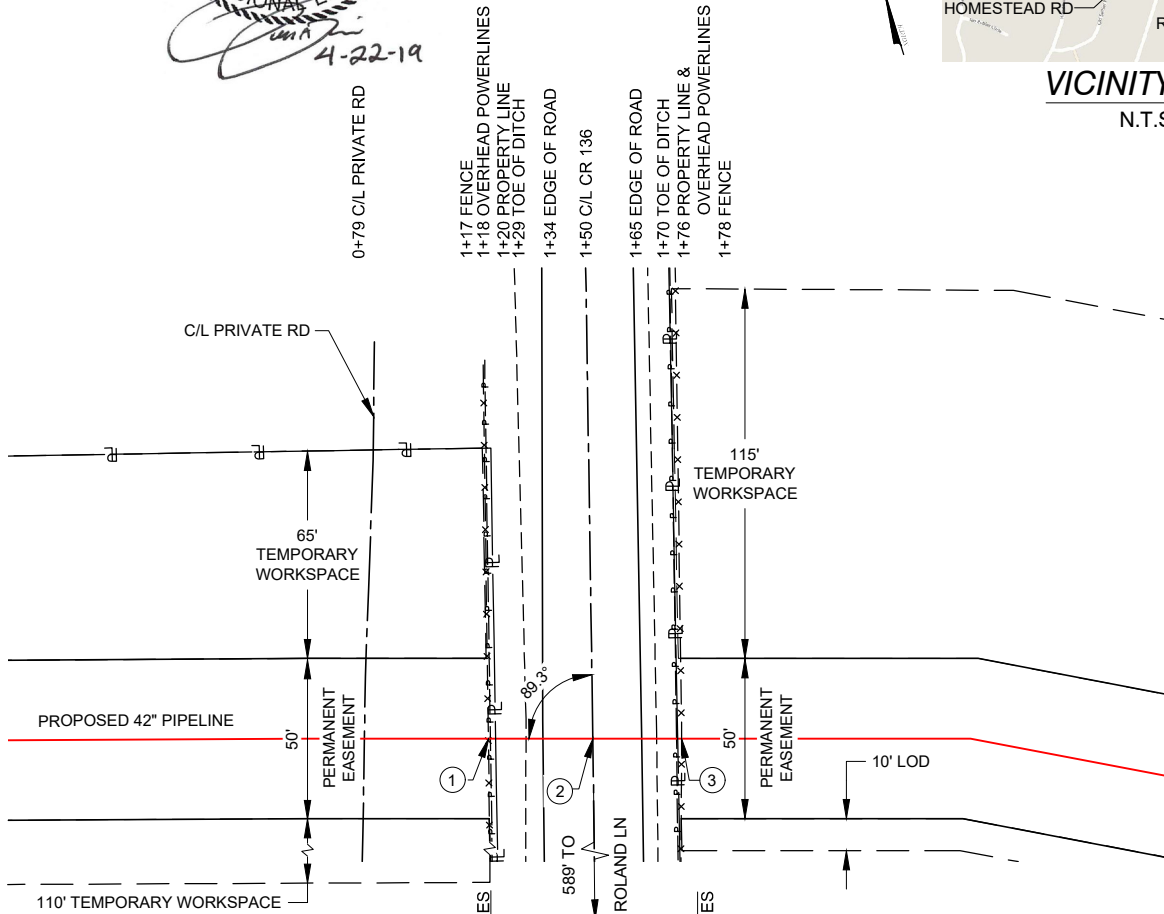


(X) LOCATION COORDINATES

1. X= 3068984.61
Y= 9964049.25
2. X= 3069015.85
Y= 9964039.70
3. X= 3069042.40
Y= 9964031.59



VICINITY MAP
N.T.S.



CROSSING LENGTH - 61'

PROFILE

- 1"=60' H
- 1"=30' V

ISSUED FOR PERMIT
04/22/19

SCALE IN FEET



CROSSING PIPE SPECIFICATIONS

CONTENTS: NATURAL GAS
 CODE: 49 CFR PART 192.111/ASME B31.8
 CLASS LOCATION: 3
 DESIGN FACTOR: 0.50
 CARRIER PIPE: 42"Ø, 0.864" w.t., API 5L X70, PSL2
 CASING: UNCASD
 COATING: 14-16 MILS FBE, 30-40 MILS ARO
 M.A.O.P.: 1,440 PSIG
 PIPELINE CATHODICALLY PROTECTED
 METHOD OF INSTALLATION: CONVENTIONAL BORE

NOTE:

1. DATUM BASED ON NAD83 TEXAS STATE PLANE, CENTRAL ZONE, U.S. FOOT
2. EXISTING UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS GENERATED FROM PREVIOUS MAPS AND SURVEY. CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION OF ALL EXISTING UTILITIES IN AREA OF WORK PRIOR TO CONSTRUCTION AND CALL TEXAS ONE CALL SYSTEM AT 1-800-245-4545 AND ALL OTHER UTILITY COMPANIES AT LEAST 2 WORKING DAYS (48 HOURS) PRIOR TO CONSTRUCTION.
3. ALL MINIMUM DEPTH REQUIREMENTS MEASURED AT THE TOP OF PIPE.
4. CROSSING PIPE TO EXTEND AT A MINIMUM FROM EDGE OF R/W TO EDGE OF R/W.
5. CROSSING PIPE TO MAINTAIN 2' MIN. CLR. FROM EXISTING UTILITIES/PIPELINES.

NO.	DATE	REVISION	BY	CHK	APPR	APPR	APPR
0	04/22/19	ISSUED FOR PERMIT	RK	TL	TR		



DRAWING ISSUES	CONSTRUCTION	LAST ORIG.			
	BIDS	LAST ORIG.			
APPROVAL	LAST ORIG.				
INFORMATION	LAST ORIG.				
ISSUED FOR:	SIGNATURE	DATE	REV.		
DRAWN:	RK	DATE: 03/18/19			
CHECKED:	TL	DATE: 04/03/19			
ENGINEER:	TR	DATE: 04/09/19			
TRC:	DATE:				
CLIENT:	DATE:				
CLIENT:	DATE:				

ROAD CROSSING PERMIT

PERMAN HIGHWAY PIPELINE - SPREAD 4

CR 136


HAYS COUNTY, TEXAS

SCALE	PROJECT NO.	DRAWING NO.	SHEET	REV.
AS SHOWN	310126	310126-34HY-007	1 OF 1	0

TRC
 Results you can rely on
 16350 PARK TEN PLACE, SUITE 101
 HOUSTON, TX. 77084
 PH: (281) 616-0100
 TRC PROJ. #310126, LIC. No. TX-F-82



LOCATION MAP

				16350 PARK TEN PLACE, SUITE 101 HOUSTON, TX, 77084 PH: (281) 616-0100 LIC. No. TX F-82		HAYS COUNTY TEMPORARY DRIVEWAY EXHIBIT (TYPICAL) AT CR 136 EAST AND WEST		
		NO.	REVISION	DATE	APPR.	TRC PROJ. NO.	DRAWING NUMBER	SHEET
SCALE		DATE	DRAWN	CHECKED	APPROVED		EXHIBIT 1	1 OF 1
NTS								

GENERAL NOTES

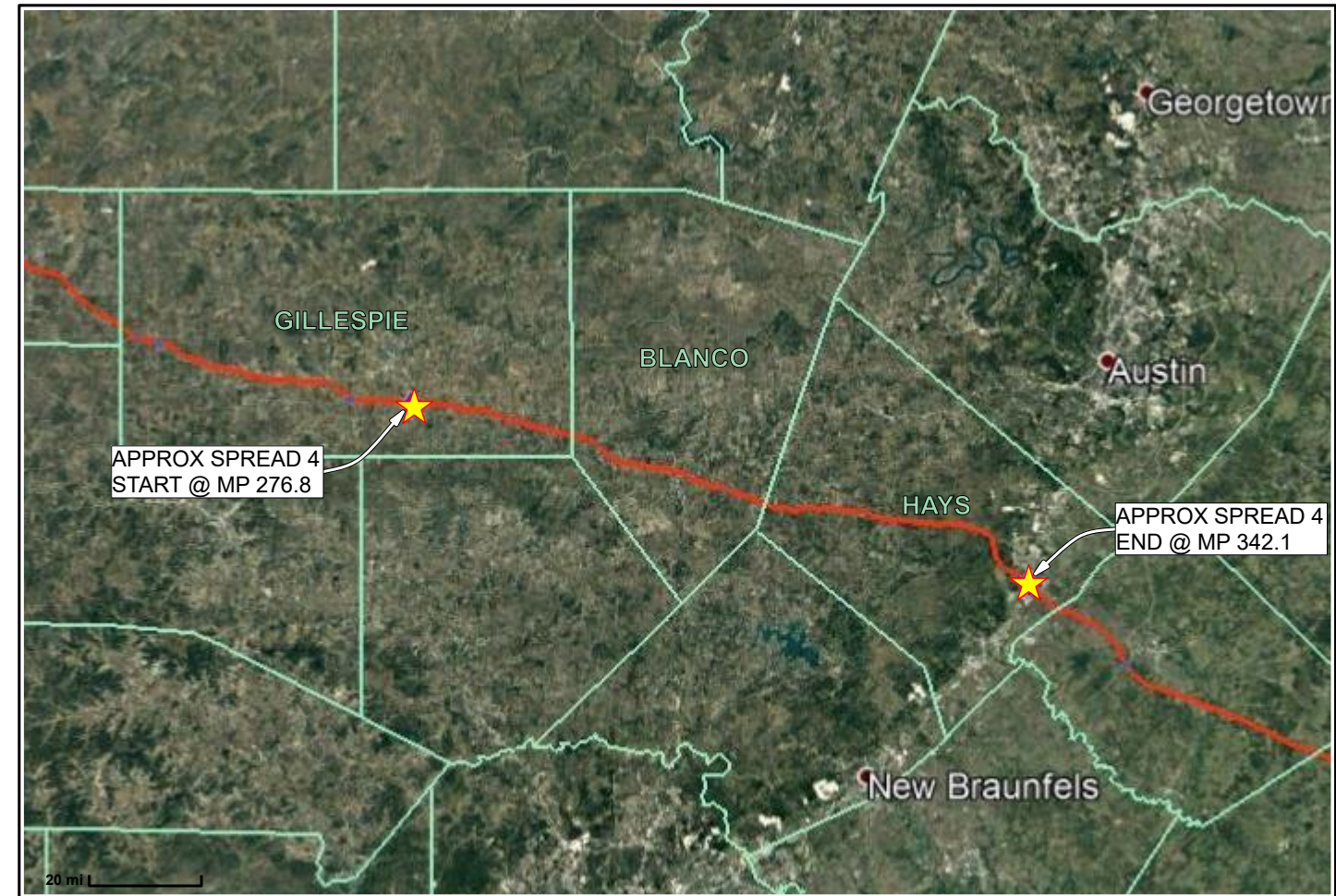
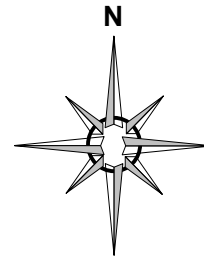
1. THE CONTRACTOR SHALL INSTALL AND MAINTAIN THE TRAFFIC CONTROL DEVICES AS SHOWN HEREIN, AS WELL AS ANY ADDITIONAL TRAFFIC CONTROL DEVICES AS MAY BE REQUIRED TO ENSURE THE SAFE MOVEMENT OF TRAFFIC AND PEDESTRIANS THROUGH OR AROUND THE WORK AREA AND TO PROVIDE MAXIMUM PROTECTION AND SAFETY TO CONSTRUCTION WORKERS.
2. ALL DELINEATORS SHALL BE EQUIPPED WITH REFLECTIVE BANDS.
3. ALL SIGNS, STRIPES, DELINEATORS, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES AND THEIR INSTALLATION SHALL CONFORM TO MUTCD, STANDARD SPECIFICATIONS LATEST EDITION, FOR CONSTRUCTION AND MAINTENANCE WORK ZONES' (LATEST EDITION). IN THE EVENT OF CONFLICT BETWEEN THESE DOCUMENTS THE MOST STRINGENT REQUIREMENT SHALL APPLY.
4. ALL TRAFFIC CONTROL DEVICES SHALL BE KEPT IN THEIR PROPER POSITION AT ALL TIMES, AND SHALL BE REPAIRED, REPLACED, OR CLEANED AS NECESSARY TO PRESERVE THEIR MAXIMUM VISIBILITY AND EFFECTIVENESS.
5. CONTRACTOR SHALL REPLACE OR REPAIR ALL DAMAGES STRIPING WITH TEMPORARY STRIPING OR RAISED PAVEMENT MARKERS AT END OF EACH WORKING DAY.
6. LOCAL LAW ENFORCEMENT, EMERGENCY & CITY TRANSIT DEPARTMENTS SHALL BE NOTIFIED 48 HOURS PRIOR TO COMMENCEMENT OF TRAFFIC CONTROL OPERATIONS.
7. CONTRACTOR SHALL MAINTAIN PEDESTRIAN ACCESS AT ALL TIMES.
8. CONTRACTOR SHALL COVER OR REMOVE ALL CONFLICTING SIGNS.
9. LOCAL AND EMERGENCY ACCESS SHALL BE MAINTAINED AT ALL TIMES.
10. NO SIGNS, OTHER THAN THOSE CALLED FOR ON THESE PLANS, SHALL BE PLACED IN THE PUBLIC RIGHT-OF-WAY WITHOUT WRITTEN APPROVAL OF THE TRANSPORTATION PLANNING MANAGER.
11. LANE CLOSURES, ROAD DETOURS, ROAD CLOSURES, AND TRAFFIC SIGNAL MODIFICATION ASSOCIATED WITH OVERNIGHT CONSTRUCTION ACTIVITIES WILL REQUIRE INFORMATION SIGNS BE PLACED AT LEAST ONE (1) WEEKS IN ADVANCE OF CONSTRUCTION.
12. ALL ADVANCED WARNING SIGNS SHALL BE EQUIPPED WITH FLAGS DURING DAY TIME WORKING HOURS AND WITH FLASHING BEACONS AT NIGHT.
13. ALL BARREL DELINEATORS SHALL BE 36" MINIMUM HEIGHT AND CONES SHALL BE 28" MINIMUM HEIGHT AND SHALL INCLUDE 6" AND 4" HIGH INTENSITY REFLECTORIZED BANDS OR SLEEVES. ALL SIGNS SHALL BE REFLECTORIZED AND STANDARD SIZE.

INDEX: SHEET 1 - COVER SHEET
 SHEET 2 - CROSSING LIST
 SHEET 3- TYPICAL FLAGGER OPERATION (TWO-WAY ROAD)

CONTRACTOR: MPG PIPELINE CONTRACTORS
 16770 IMPERIAL VALLEY, SUITE 105
 HOUSTON, TX. 77060

PROJECT: KINDER MORGAN PHP SPREAD 4
 MP 276.8 TO MP 342.1
 GILLESPIE, BLANCO & HAYS COUNTIES, TEXAS

DESCRIPTION: TYPICAL FLAGGER OPERATION PLAN FOR
 SHORT-TERM TEMPORARY ROAD CLOSURES
 AT ROAD CROSSINGS ALONG 65 MILES OF
 PROPOSED PIPELINE



NATIONAL TRENCH SAFETY
 3550 ROUND BARN BLVD.
 SUITE 205
 SANTA ROSA, CA. 95403

JOB #	19153	REVISIONS		
DRAWN	MH	REV	BY	DATE
DESIGNED	MH	01	MH	05-03-19
CHECKED	PM			
DATE	04-17-19			

MPG PIPELINE CONTRACTORS
 16770 IMPERIAL VALLEY
 SUITE 105
 HOUSTON, TX. 77060

KINDER MORGAN PHP SPREAD 4
 GILLESPIE, BLANCO & HAYS COUNTIES, TEXAS
 TRAFFIC CONTROL PLAN

COVER SHEET

SCALE
 HOR. AS SHOWN
 VER. AS SHOWN

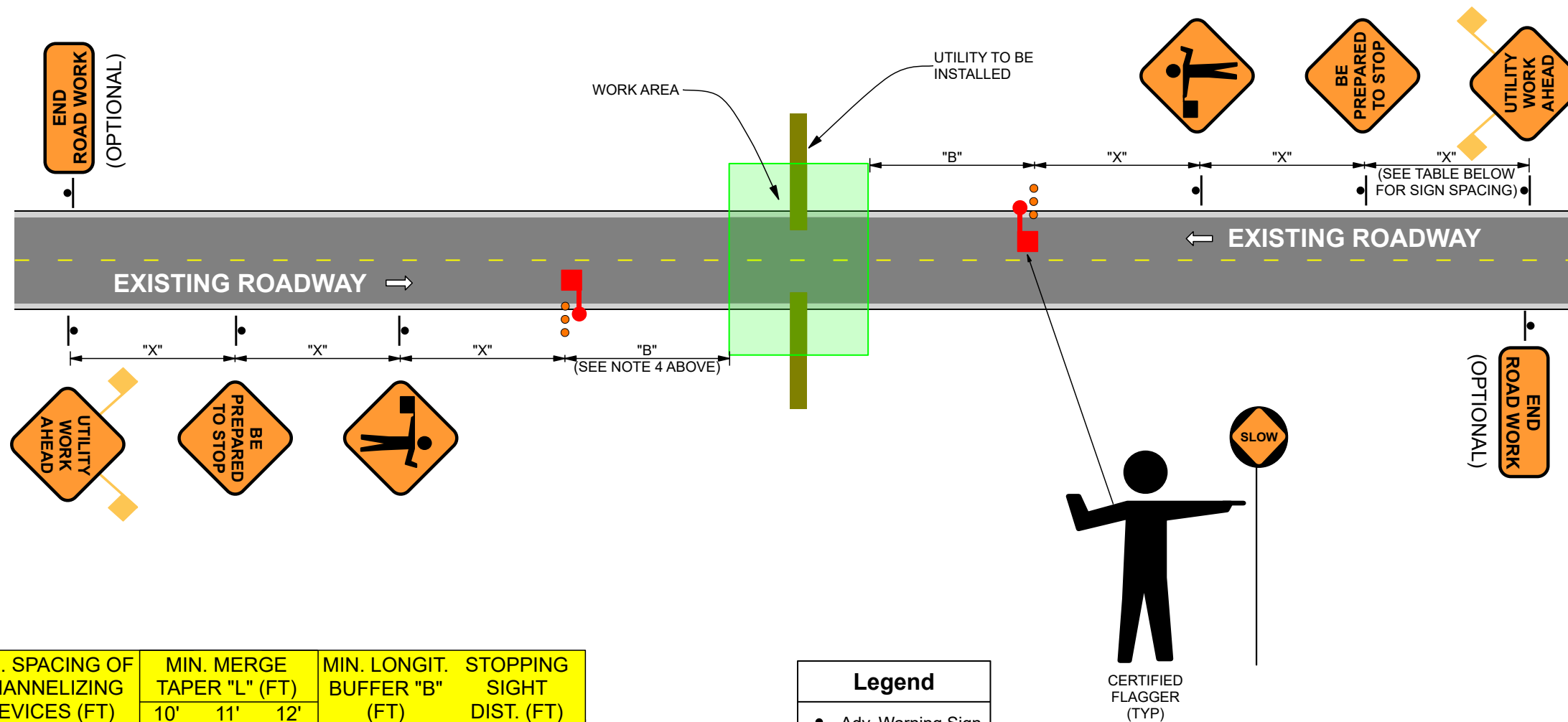
DRAWING
 SHEET

1 of 3

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296.0	D-BL-645.420	TXDOT CROSSING PERMIT	FM 1623	N/A	TXDOT
296.8	D-BL-647.230	COUNTY CROSSING PERMIT	Clear Creek Road	N/A	County Road
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308.1	D-BL-690.200	COUNTY CROSSING PERMIT	CR 407 1x	Chimney Valley Road	County Road
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320.5	D-HA-713.200	COUNTY CROSSING PERMIT	CR 244	Ledgerock Road	County Road
322.6	D-HA-722.300	COUNTY CROSSING PERMIT	CR 220	Mount Sharp Road	County Road
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324.5	D-HA-731.000	COUNTY CROSSING PERMIT	Golds Road 2x	N/A	County Road
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- NOTES:** 1) THIS PLAN MAY ONLY BE USED FOR SHORT DURATION CLOSURES OF 20 MINUTES OR LESS DURING THE DAYTIME, OFF-PEAK HOURS.
 2) THIS PLAN APPLIES TO LOCATIONS SHOWN IN THE PIPELINE CROSSING LIST (SEE SHEET 2).
 3) CONTRACTOR TO VERIFY SPEED LIMIT AT EACH LOCATION.
 4) THE BUFFER SPACE "B" SHOULD BE EXTENDED, AROUND CURVES OR OTHER OBSTACLES WHEN NECESSARY, TO PROVIDE ADEQUATE STOPPING SIGHT DISTANCE TO THE FLAGGER STATION (SEE TABLE FOR STOPPING SIGHT DISTANCE).



POSTED SPEED LIMIT (MPH)	MIN. SIGN SPACING "X" (FT)	MIN. SPACING OF CHANNELIZING DEVICES (FT)	MIN. MERGE TAPER "L" (FT)			MIN. LONGIT. BUFFER "B" (FT)	STOPPING SIGHT DIST. (FT)
			10'	11'	12'		
30	120'	30'	150'	165'	180'	90'	200'
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70	800'	70'	700'	770'	840'	475'	820'
75	900'	75'	800'	825'	900'	540'	910'



Legend

- Adv. Warning Sign
- Certified Flagger
- Traffic Drum
- ⇨ Traffic Flow
- Work Area



Exhibit A

Permits

Part 4

Opal Lane/CR 138

(Located approx. 409' south of S. Sledge)

FOR OFFICIAL USE ONLY:

Permit No.: _____

Date: _____

RIGHT-OF-WAY PERMIT APPLICATION

Complete this application to construct, operate, use and/or maintain within the right-of-way

Applicant Information:

Applicant (Property Owner, Company, etc):	Permian Highway Pipeline, LLC		
Contact Name (if different from above):	Alex Canahuati		
Mailing Address:	874 Harper Road, Suite 106		
City:	Kerrville	State:	Texas
		ZIP:	78028
Telephone:	952-356-4282	Fax:	

• Location (Road, Street) Opal Lane/CR 138, located approximately, 409' south of S. Sledge

• Anticipated Start Date: 10/01/2019

Anticipated Ending Date: 10/01/2020

Provide below a detailed description of the activity as follows: (include size, length, type of facility, material). If crossing under the roadbed, describe method. If buried, indicate depth from top of facility to surface.

Type of Work to occur in Right-of Way:

Permian Highway Pipeline is requesting to cross a City of Kyle identified Road for the construction of a 42" Natural Gas Pipeline. In connection with the construction of the proposed line, the City of Kyle does hereby grant unto Applicant the right to construct, use and maintain a [2] temporary / [0] permanent access driveway, as identified, contemporaneously with the construction, installation and operation of Applicants pipeline. The location, width and dimensions of the required access driveway is identified on the attached sketch as an exhibit(s) to this Application.

Method of installation is by the bore method. Crossing length is to be approximately 61' and depth of cover is a minimum of 5'.

The above named applicant hereby makes application for a permit to Construct, Operate, Use and/or Maintain within the right-of-way of a city street. The applicant further understands that this application does not guarantee a permit and understands that no work is allowed in the public right-of-way or easement prior to issuance of a permit.

David Ross

David Ross, Land Project Manager, Kinder Morgan

07/11/2019

Signature of Applicant

Name and Title of Applicant

Date

For City Use Only:

Permit Issued By: _____

Issue Date: _____

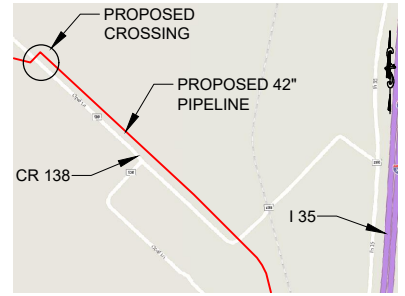
HAYS COUNTY, TEXAS

LEGEND

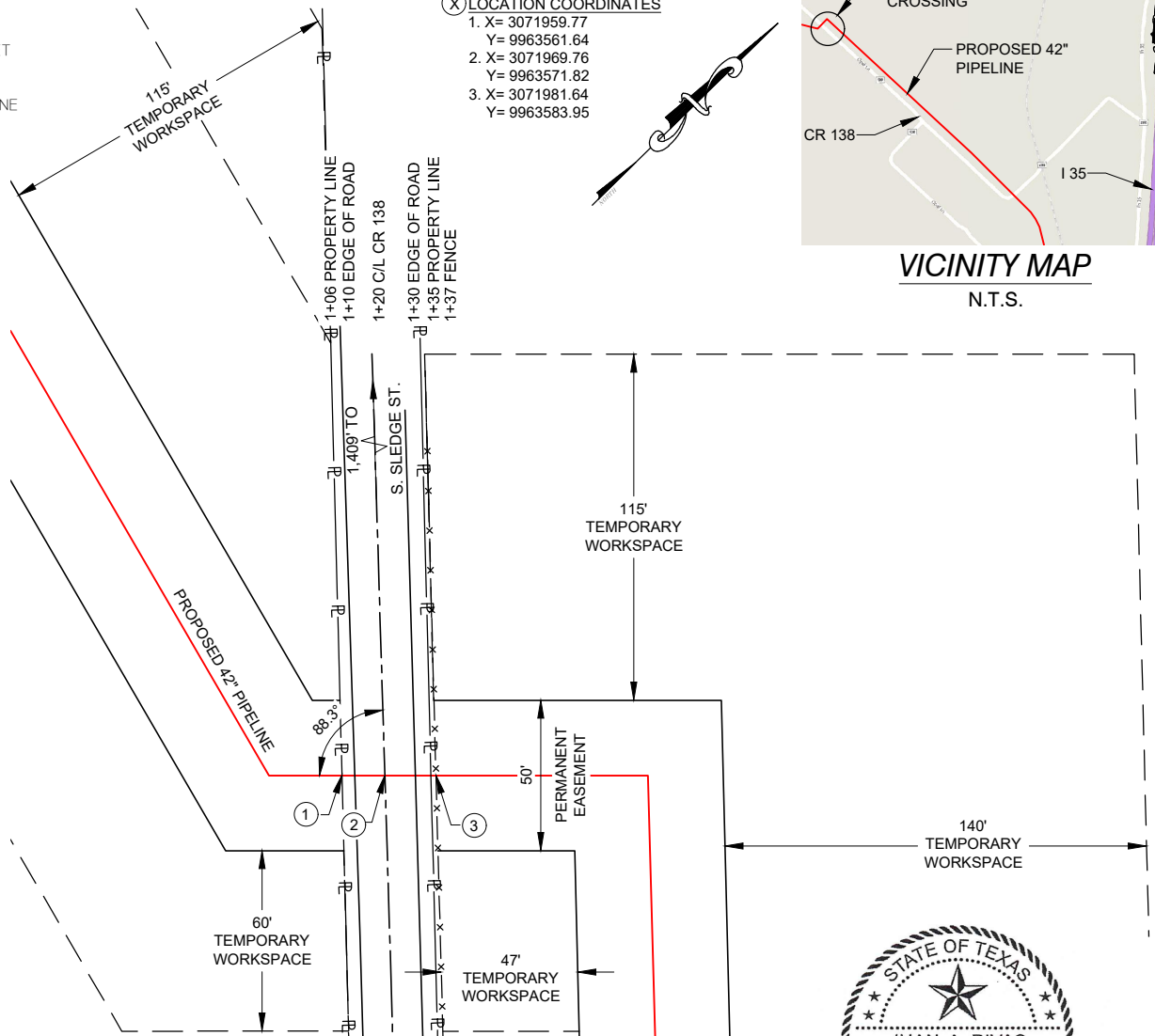
- R/W RIGHT OF WAY
- FM FARM TO MARKET
- MIN. MINIMUM
- CLR. CLEARANCE
- EXISTING PIPELINE
- POWER LINE
- FENCE
- PROPERTY LINE
- POWER POLE

(X) LOCATION COORDINATES

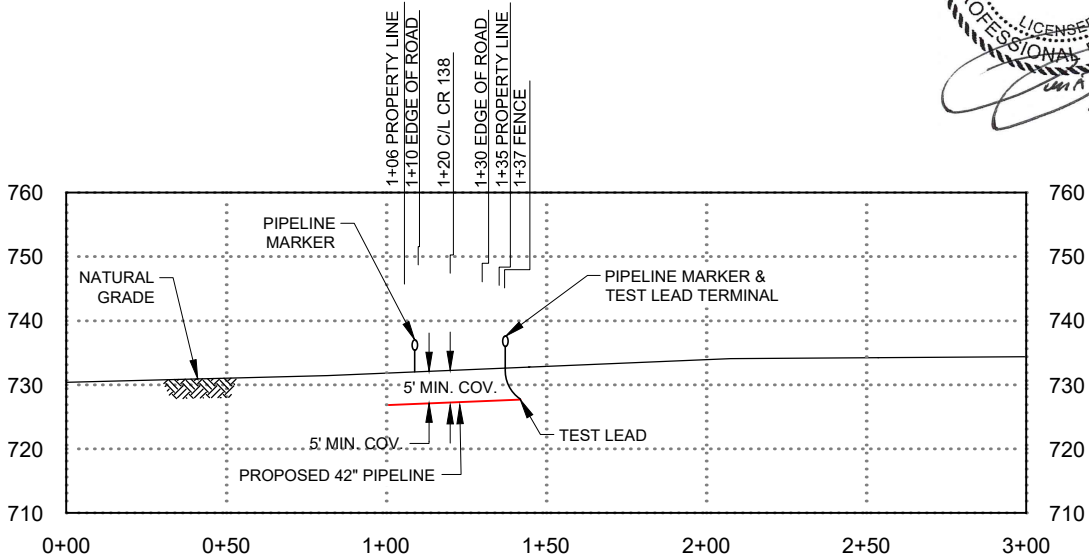
1. X= 3071959.77
Y= 9963561.64
2. X= 3071969.76
Y= 9963571.82
3. X= 3071981.64
Y= 9963583.95



VICINITY MAP
N.T.S.



PLAN
1"=60'



CROSSING LENGTH - 31'

PROFILE
1"=60' H
1"=30' V

ISSUED FOR PERMIT
04/22/19



CROSSING PIPE SPECIFICATIONS

CONTENTS: NATURAL GAS
 CODE: 49 CFR PART 192.111/ASME B31.8
 CLASS LOCATION: 3
 DESIGN FACTOR: 0.50
 CARRIER PIPE: 42" O, 0.864" w.t., API 5L X70, PSL2
 CASING: UNCASED
 COATING: 14-16 MILS FBE, 30-40 MILS ARO
 M.A.O.P.: 1,440 PSIG
 PIPELINE CATHODICALLY PROTECTED
 METHOD OF INSTALLATION: CONVENTIONAL BORE

NOTE:

1. DATUM BASED ON NAD83 TEXAS STATE PLANE, CENTRAL ZONE, U.S. FOOT
2. EXISTING UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS GENERATED FROM PREVIOUS MAPS AND SURVEY. CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION OF ALL EXISTING UTILITIES IN AREA OF WORK PRIOR TO CONSTRUCTION AND CALL TEXAS ONE CALL SYSTEM AT 1-800-245-4545 AND ALL OTHER UTILITY COMPANIES AT LEAST 2 WORKING DAYS (48 HOURS) PRIOR TO CONSTRUCTION.
3. ALL MINIMUM DEPTH REQUIREMENTS MEASURED AT THE TOP OF PIPE.
4. CROSSING PIPE TO EXTEND AT A MINIMUM FROM EDGE OF R/W TO EDGE OF R/W.
5. CROSSING PIPE TO MAINTAIN 2' MIN. CLR. FROM EXISTING UTILITIES/PIPELINES.

NO.	DATE	REVISION	BY	CHK	APPR	APPR	APPR
0	04/22/19	ISSUED FOR PERMIT	RK	TL	TR		



DRAWING ISSUES	CONSTRUCTION	LAST ORIG.			
	BIDS	LAST ORIG.			
	APPROVAL	LAST ORIG.			
	INFORMATION	LAST ORIG.			
	ISSUED FOR:	SIGNATURE	DATE	REV.	
DRAWING APPROVALS	DRAWN:	RK	DATE:	03/18/19	
	CHECKED:	TL	DATE:	04/03/19	
	ENGINEER:	TR	DATE:	04/09/19	
	TRC:	DATE:			
	CLIENT:	DATE:			

ROAD CROSSING PERMIT


PERMAN HIGHWAY PIPELINE - SPREAD 4
 CR 138
 HAYS COUNTY, TEXAS

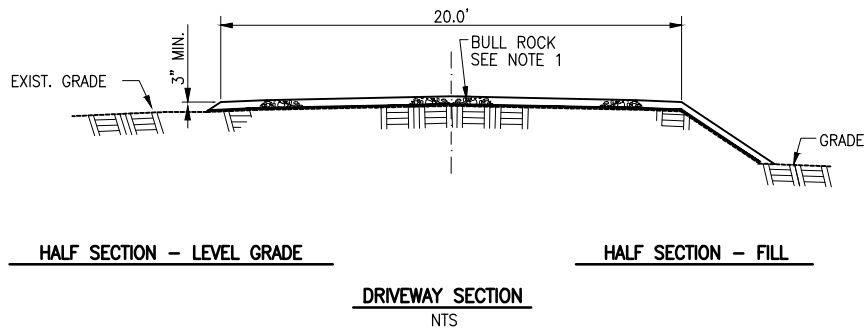
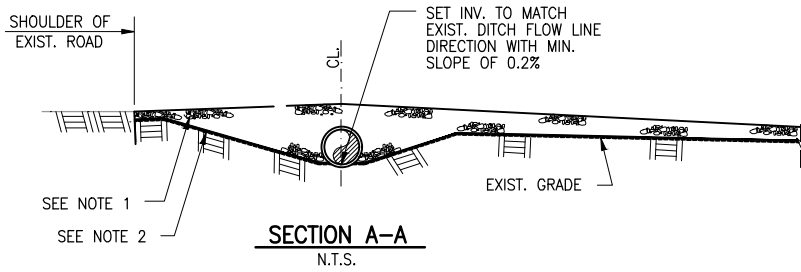
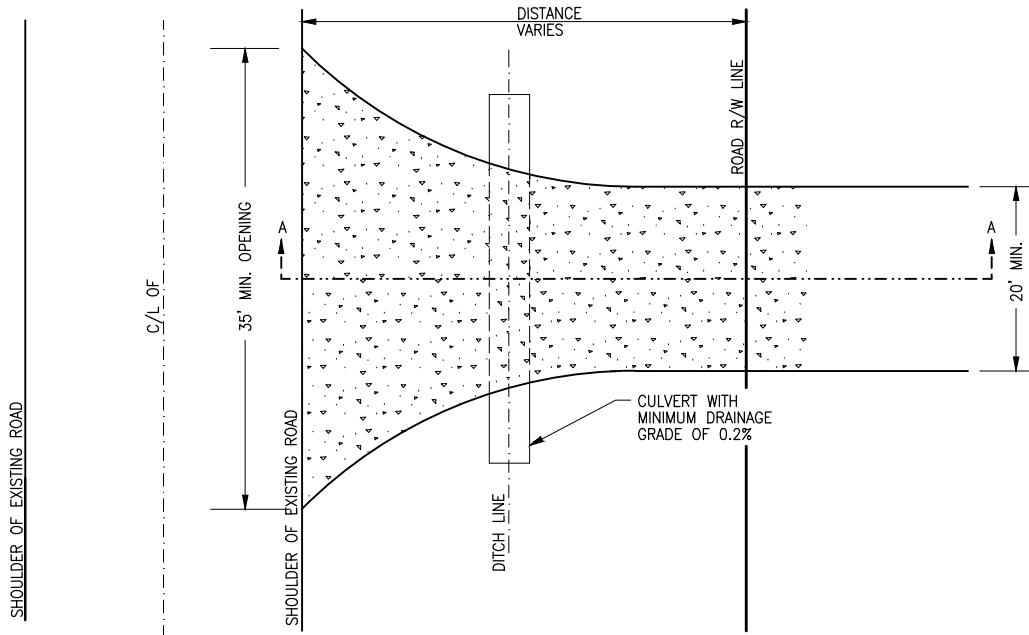
SCALE	PROJECT NO.	DRAWING NO.	SHEET	REV.
AS SHOWN	310126	310126-34HY-008	1 OF 1	0

TRC
 Results you can rely on
 16350 PARK TEN PLACE, SUITE 101
 HOUSTON, TX. 77084
 PH: (281) 616-0100
 TRC PROJ. #310126, LIC. No. TX-F-82



LOCATION MAP

				16350 PARK TEN PLACE, SUITE 101 HOUSTON, TX. 77084 PH: (281) 616-0100 LIC. No. TX F-82		HAYS COUNTY TEMPORARY DRIVEWAY EXHIBIT (TYPICAL) AT CR 138 NORTH AND SOUTH		
		NO.	REVISION	DATE	APPR.	TRC PROJ. NO.	DRAWING NUMBER	SHEET
SCALE		DATE	DRAWN	CHECKED	APPROVED		EXHIBIT 1	1 OF 1
NTS								



NOTE:
 1. 3" BULL ROCK.
 2. GEOTEXTILE FABRIC.

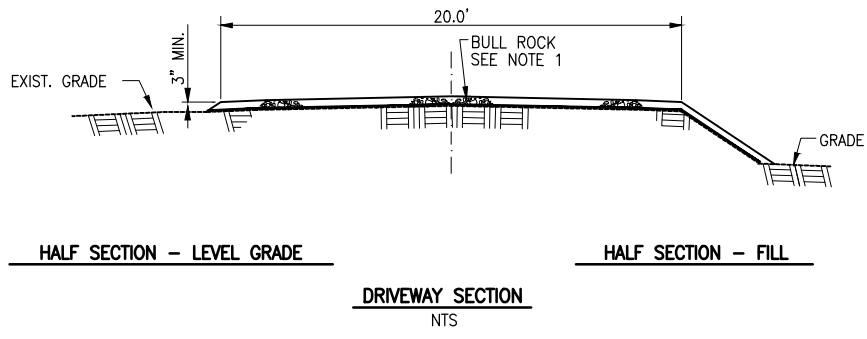
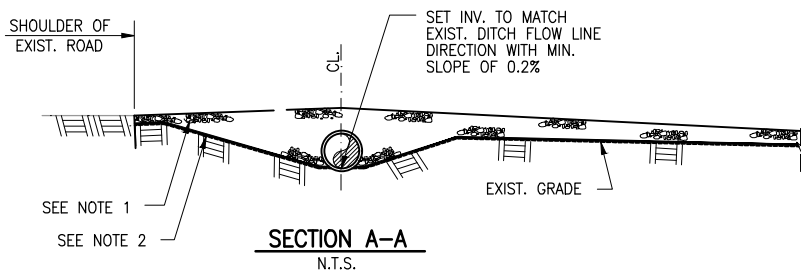
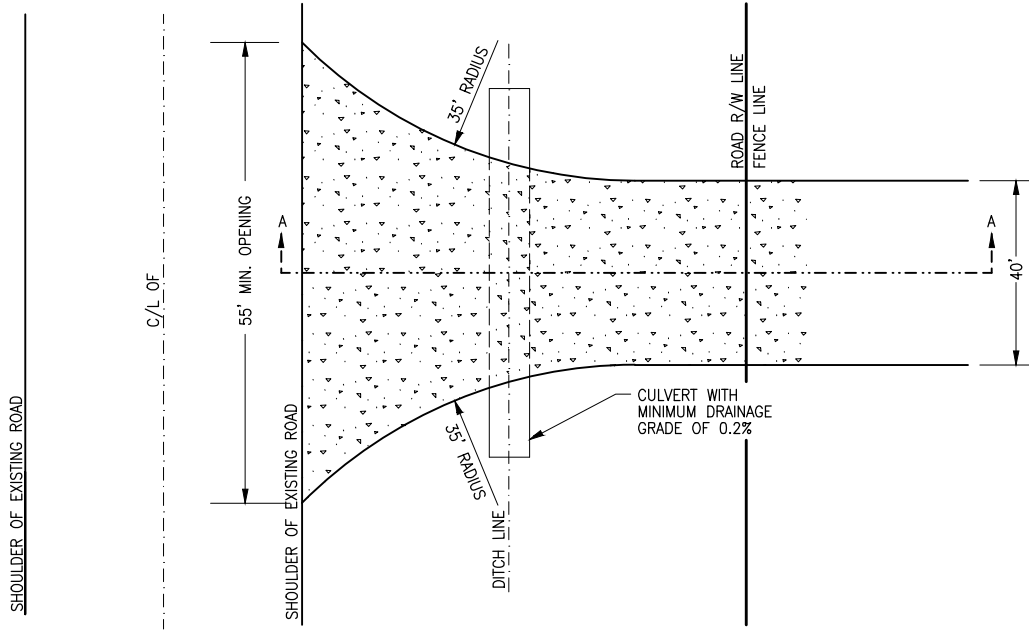


16350 PARK TEN PLACE, SUITE 101
 HOUSTON, TX. 77064
 PH: (281) 616-0100
 LIC. No. TX F-82

TYPICAL DETAIL
 PERMANENT DRIVEWAY PERMIT
 BULL ROCK SURFACE

NO.	REVISION	DATE	APPR.

SCALE	DATE	DRAWN	CHECKED	APPROVED	TRC PROJ. NO.	DRAWING NUMBER	SHEET
NTS						EXHIBIT 1	1 OF 1



NOTE:
 1. 4" TO 8" BULL ROCK.
 2. GEOTEXTILE FABRIC.



16350 PARK TEN PLACE, SUITE 101
 HOUSTON, TX. 77064
 PH: (281) 616-0100
 LIC. No. TX F-82

NO.	REVISION	DATE	APPR.
1	REVISED PER TXDOT COMMENTS	10/03/18	DC

TYPICAL DETAIL
 TEMPORARY DRIVEWAY PERMIT
 BULL ROCK SURFACE

SCALE	DATE	DRAWN	CHECKED	APPROVED	TRC PROJ. NO.	DRAWING NUMBER	SHEET
NTS						EXHIBIT 1	1 OF 1

GENERAL NOTES

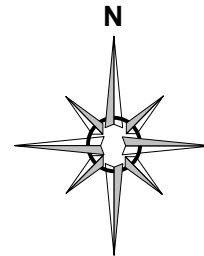
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2. ALL DELINEATORS SHALL BE EQUIPPED WITH REFLECTIVE BANDS.
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4. ALL TRAFFIC CONTROL DEVICES SHALL BE KEPT IN THEIR PROPER POSITION AT ALL TIMES, AND SHALL BE REPAIRED, REPLACED, OR CLEANED AS NECESSARY TO PRESERVE THEIR MAXIMUM VISIBILITY AND EFFECTIVENESS.
5. CONTRACTOR SHALL REPLACE OR REPAIR ALL DAMAGES STRIPING WITH TEMPORARY STRIPING OR RAISED PAVEMENT MARKERS AT END OF EACH WORKING DAY.
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8. CONTRACTOR SHALL COVER OR REMOVE ALL CONFLICTING SIGNS.
9. LOCAL AND EMERGENCY ACCESS SHALL BE MAINTAINED AT ALL TIMES.
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12. ALL ADVANCED WARNING SIGNS SHALL BE EQUIPPED WITH FLAGS DURING DAY TIME WORKING HOURS AND WITH FLASHING BEACONS AT NIGHT.
13. ALL BARREL DELINEATORS SHALL BE 36" MINIMUM HEIGHT AND CONES SHALL BE 28" MINIMUM HEIGHT AND SHALL INCLUDE 6" AND 4" HIGH INTENSITY REFLECTORIZED BANDS OR SLEEVES. ALL SIGNS SHALL BE REFLECTORIZED AND STANDARD SIZE.

INDEX: SHEET 1 - COVER SHEET
 SHEET 2 - CROSSING LIST
 SHEET 3- TYPICAL FLAGGER OPERATION (TWO-WAY ROAD)

CONTRACTOR: MPG PIPELINE CONTRACTORS
 16770 IMPERIAL VALLEY, SUITE 105
 HOUSTON, TX. 77060

PROJECT: KINDER MORGAN PHP SPREAD 4
 MP 276.8 TO MP 342.1
 GILLESPIE, BLANCO & HAYS COUNTIES, TEXAS

DESCRIPTION: TYPICAL FLAGGER OPERATION PLAN FOR
 SHORT-TERM TEMPORARY ROAD CLOSURES
 AT ROAD CROSSINGS ALONG 65 MILES OF
 PROPOSED PIPELINE



NATIONAL TRENCH SAFETY
 3550 ROUND BARN BLVD.
 SUITE 205
 SANTA ROSA, CA. 95403

JOB #	19153	REVISIONS		
DRAWN	MH	REV	BY	DATE
DESIGNED	MH	01	MH	05-03-19
CHECKED	PM			
DATE	04-17-19			

MPG PIPELINE CONTRACTORS
 16770 IMPERIAL VALLEY
 SUITE 105
 HOUSTON, TX. 77060

KINDER MORGAN PHP SPREAD 4
 GILLESPIE, BLANCO & HAYS COUNTIES, TEXAS
 TRAFFIC CONTROL PLAN

COVER SHEET

SCALE
 HOR. AS SHOWN
 VER. AS SHOWN

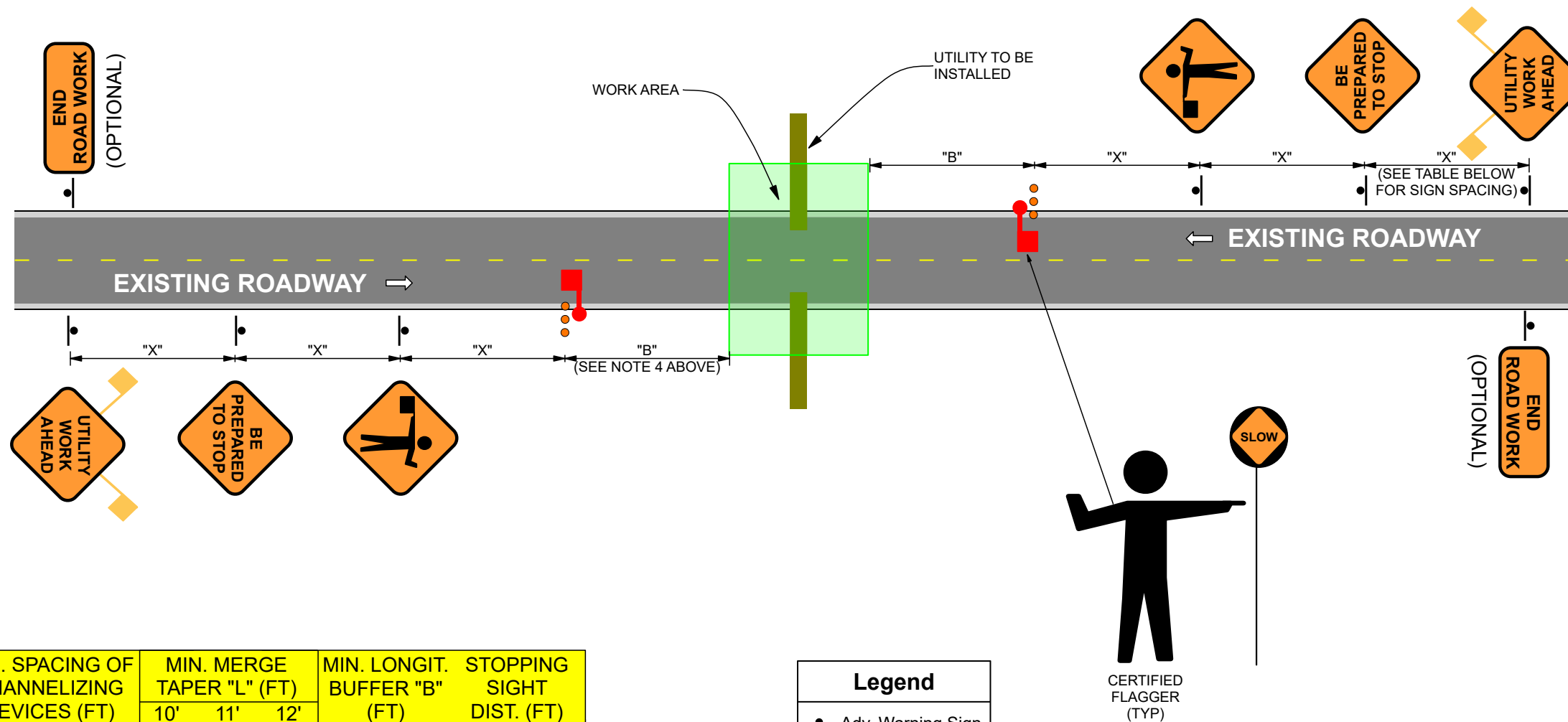
DRAWING
 SHEET

1 of 3

MP	Tract #	Type of Crossing	Crossing Name	Alternative Name	Agency
275.8	D-GI-512.230	COUNTY CROSSING PERMIT	Meusebach Creek Road	N/A	County Road
276.2	D-GI-512.710	COUNTY CROSSING PERMIT	Old San Antonio Road	N/A	County Road
278.3	D-GI-564.420	COUNTY CROSSING PERMIT	Cain City Road	N/A	County Road
279.0	D-GI-564.460	TXDOT CROSSING PERMIT	FM 1376	N/A	TXDOT
282.2	D-GI-583.460	COUNTY CROSSING PERMIT	Jenschke-Kunz Road	N/A	County Road
282.7	D-GI-597.000	COUNTY CROSSING PERMIT	Luckenbach Road	N/A	County Road
284.6	D-GI-610.000	COUNTY CROSSING PERMIT	Jenschke Lane	N/A	County Road
285.9	D-GI-612.000	COUNTY CROSSING PERMIT	Hahn Road	N/A	County Road
290.5	D-GI-628.000	COUNTY CROSSING PERMIT	Schumann Road	N/A	County Road
291.9	D-BL-639.000	COUNTY CROSSING PERMIT	CR 207	Maenius Road	County Road
296.0	D-BL-645.420	TXDOT CROSSING PERMIT	FM 1623	N/A	TXDOT
296.8	D-BL-647.230	COUNTY CROSSING PERMIT	Clear Creek Road	N/A	County Road
298.4	D-BL-651.000	COUNTY CROSSING PERMIT	CR 109	Cottonwood Road	County Road
300.8	D-BL-661.000	COUNTY CROSSING PERMIT	CR 105	7th Street	County Road
302.2	D-BL-667.000	CITY ROAD CROSSING	Carlie Lane	N/A	City of Blanco
303.0	D-BL-672.000	CITY ROAD CROSSING	Sunset Ridge	N/A	City of Blanco
303.4	D-BL-669.000	TXDOT CROSSING PERMIT	US Highway 281	N/A	TXDOT THIS PLAN DOES NOT APPLY
306.3	D-BL-684.000	TXDOT CROSSING PERMIT	FM 165	N/A	TXDOT
308.1	D-BL-690.200	COUNTY CROSSING PERMIT	CR 407 1x	Chimney Valley Road	County Road
308.9	D-BL-697.000	COUNTY CROSSING PERMIT	CR 407 2x	Chimney Valley Road	County THIS PLAN DOES NOT APPLY
309.2	D-BL-690.000	COUNTY CROSSING PERMIT	River Bend Drive	N/A	County Road
315.7	D-HA-705.000	TXDOT CROSSING PERMIT	Farm to Market Rd 2325	N/A	TXDOT
318.0	D-HA-707.000	COUNTY CROSSING PERMIT	CR 218	Pump Station Road	County Road
320.5	D-HA-713.200	COUNTY CROSSING PERMIT	CR 244	Ledgerock Road	County Road
322.6	D-HA-722.300	COUNTY CROSSING PERMIT	CR 220	Mount Sharp Road	County Road
322.9	D-HA-732.000	TXDOT CROSSING PERMIT	Ranch Road 12	N/A	TXDOT
323.9	D-HA-727.000	COUNTY CROSSING PERMIT	Golds Road 1x	N/A	County Road
324.5	D-HA-731.000	COUNTY CROSSING PERMIT	Golds Road 2x	N/A	County Road
326.6	D-HA-735.000	TXDOT CROSSING PERMIT	Farm to Market Rd 3237	Old Kyle Road	TXDOT
338.9	D-HA-766.410	TXDOT CROSSING PERMIT	I-35	N/A	TXDOT THIS PLAN DOES NOT APPLY
339.6	D-HA-752.000	COUNTY CROSSING PERMIT	CR 136	Old Stagecoach Road	County Road
340.2	D-HA-762.300	COUNTY CROSSING PERMIT	CR 138	Opal Lane	County Road



- NOTES:** 1) THIS PLAN MAY ONLY BE USED FOR SHORT DURATION CLOSURES OF 20 MINUTES OR LESS DURING THE DAYTIME, OFF-PEAK HOURS.
 2) THIS PLAN APPLIES TO LOCATIONS SHOWN IN THE PIPELINE CROSSING LIST (SEE SHEET 2).
 3) CONTRACTOR TO VERIFY SPEED LIMIT AT EACH LOCATION.
 4) THE BUFFER SPACE "B" SHOULD BE EXTENDED, AROUND CURVES OR OTHER OBSTACLES WHEN NECESSARY, TO PROVIDE ADEQUATE STOPPING SIGHT DISTANCE TO THE FLAGGER STATION (SEE TABLE FOR STOPPING SIGHT DISTANCE).



POSTED SPEED LIMIT (MPH)	MIN. SIGN SPACING "X" (FT)	MIN. SPACING OF CHANNELIZING DEVICES (FT)	MIN. MERGE TAPER "L" (FT)			MIN. LONGIT. BUFFER "B" (FT)	STOPPING SIGHT DIST. (FT)
			10'	11'	12'		
30	120'	30'	150'	165'	180'	90'	200'
35	160'	35'	205'	225'	245'	120'	250'
40	240'	40'	265'	295'	320'	155'	305'
45	320'	45'	450'	495'	540'	195'	360'
50	400'	50'	500'	550'	600'	240'	425'
55	500'	55'	550'	605'	660'	295'	495'
60	600'	60'	600'	660'	720'	350'	570'
65	700'	65'	650'	715'	780'	410'	645'
70	800'	70'	700'	770'	840'	475'	820'
75	900'	75'	800'	825'	900'	540'	910'



Legend

- Adv. Warning Sign
- Certified Flagger
- Traffic Drum
- Traffic Flow
- Work Area



Exhibit A

Permits

Part 5

Opal Lane

(Located approx. 608' west of Old Hwy 81)

FOR OFFICIAL USE ONLY:

Permit No.: _____

Date: _____

RIGHT-OF-WAY PERMIT APPLICATION

Complete this application to construct, operate, use and/or maintain within the right-of-way

Applicant Information:

Applicant (Property Owner, Company, etc):	Permian Highway Pipeline, LLC				
Contact Name (if different from above):	Alex Canahuati				
Mailing Address:	874 Harper Road, Suite 106				
City:	Kerrville	State:	Texas	ZIP:	78028
Telephone:	952-356-4282	Fax:	_____		

- Location (Road, Street) Opal Lane, located approximately 608" west of Old Hwy 81

- Anticipated Start Date: 10/01/2019

Anticipated Ending Date: 10/01/2020

Provide below a detailed description of the activity as follows: (include size, length, type of facility, material). If crossing under the roadbed, describe method. If buried, indicate depth from top of facility to surface.

Type of Work to occur in Right-of Way:

Permian Highway Pipeline is requesting to construct, use and maintain a [] temporary / [] permanent access driveway, as identified, contemporaneously with the construction, installation and operation of Applicants pipeline. The City of Kyle does hereby grant unto Applicant the right to The location, width and dimensions of the required access driveway as identified on the attached sketch as exhibit(s) to this Application. this Application. Temporary access for Contractor Staging and driveway

The above named applicant hereby makes application for a permit to Construct, Operate, Use and/or Maintain within the right-of-way of a city street. The applicant further understands that this application does not guarantee a permit and understands that no work is allowed in the public right-of-way or easement prior to issuance of a permit.

David Ross

David Ross, Land Project Manager, Kinder Morgan

09/13/2019

Signature of Applicant

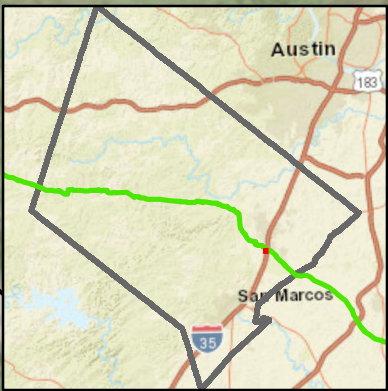
Name and Title of Applicant

Date

For City Use Only:

Permit Issued By: _____

Issue Date: _____







VICINITY MAP



Opal Ln

TAD AT OPAL LN
LAT: 29.968308
LONG: -97.877387

HAYS County

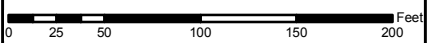
- Legend**
-  ROAD CROSSING
 -  PROPOSED PHP MAINLINE
 -  PUBLIC ROAD
 -  COUNTY BOUNDARY

MAP DATE: 9/13/2019

SCALE: 1 in = 100 ft

PROJECT NO.: 310126

310126-HA-RC-TAD-OpalLn

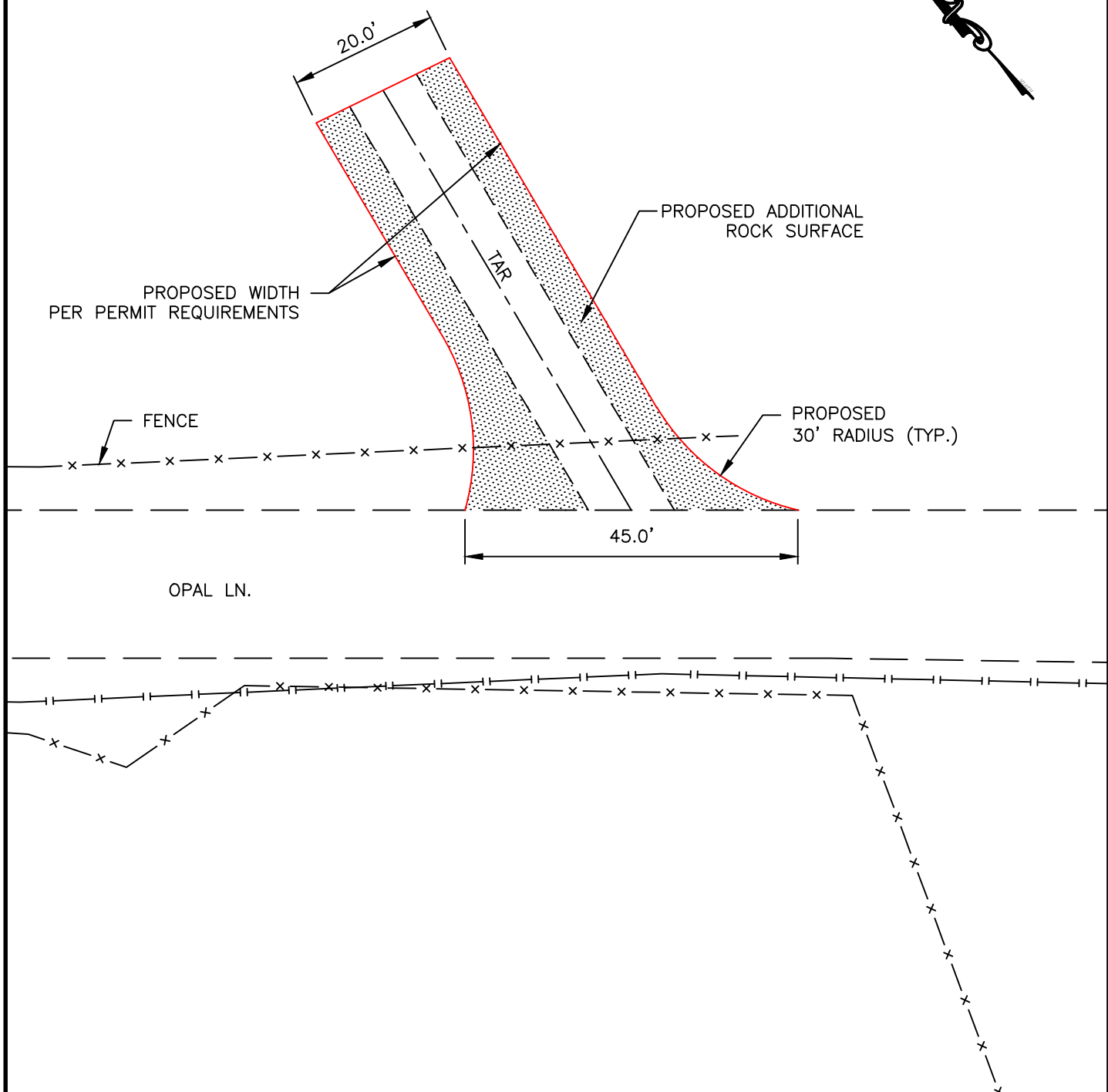
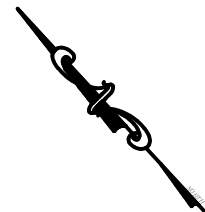


KINDER MORGAN

PHP MAINLINE
PUBLIC ROAD CROSSING
TAD AT OPAL LN

HAYS COUNTY, TX





16350 PARK TEN PLACE, SUITE 101
HOUSTON, TX. 77084
PH: (281) 616-0100
LIC. No. TX F-82

0	ISSUED FOR PERMIT	09/13/19	TR		
NO.	REVISION	DATE	APPR.		

HAYS COUNTY
TEMPORARY DRIVEWAY EXHIBIT (TYPICAL)
TAR- AT OPAL LN.

SCALE	DATE	DRAWN	CHECKED	APPROVED	TRC PROJ. NO.	DRAWING NUMBER	SHEET
NTS	09/11/19	VG	TR	TR	310126	EXHIBIT 1	1 OF 1

GENERAL NOTES

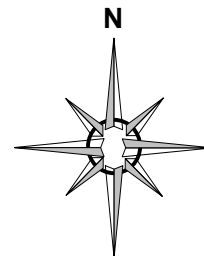
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INDEX: SHEET 1 - COVER SHEET
 SHEET 2 - TEMPORARY/PERMANENT ACCESS ROAD LIST
 SHEET 3 - TYPICAL WORK TRUCK ACCESS
 SHEET 4 - TEMPORARY CLOSURE & FLAGGER OPTION

CONTRACTOR: MPG PIPELINE CONTRACTORS
 16770 IMPERIAL VALLEY, SUITE 105
 HOUSTON, TX. 77060

PROJECT: KINDER MORGAN PHP SPREAD 4
 MP 282 (STA 421+71) TO MP 342 (STA 3431+31)
 GILLESPIE, BLANCO & HAYS COUNTIES, TEXAS

DESCRIPTION: TYPICAL WORK TRUCK INGRESS/EGRESS PLAN
 WITH OPTIONAL SHORT-TERM TEMPORARY ROAD
 CLOSURE W/ FLAGGER OPERATION FOR VARIOUS
 TEMPORARY & PERMANENT ACCESS ROADS ALONG
 60 MILES OF PROPOSED SPREAD 4 PIPELINE



NATIONAL TRENCH SAFETY
 3550 ROUND BARN BLVD.
 SUITE 205
 SANTA ROSA, CA. 95403

JOB #	19335	REVISIONS		
DRAWN	MH	REV	BY	DATE
DESIGNED	MH	01	MH	08-12-19
CHECKED	PM	02	MH	08-21-19
DATE	08-08-19			

MPG PIPELINE CONTRACTORS
 16770 IMPERIAL VALLEY
 SUITE 105
 HOUSTON, TX. 77060

KINDER MORGAN PHP SPREAD 4
 GILLESPIE, BLANCO & HAYS COUNTIES, TEXAS
 TRAFFIC CONTROL PLAN

COVER SHEET

SCALE
 HOR. AS SHOWN
 VER. AS SHOWN

DRAWING
 SHEET

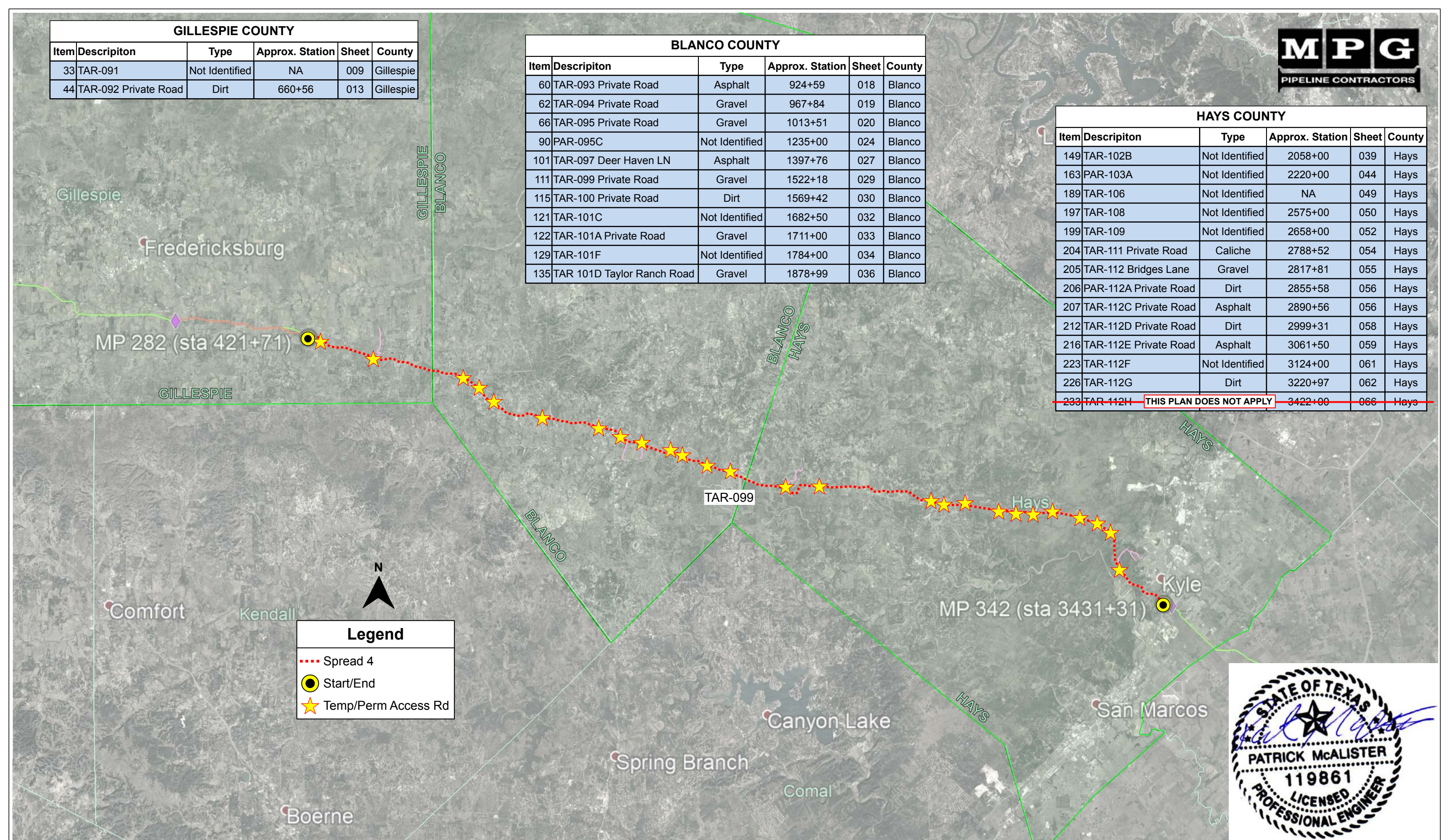
1 of 4



GILLESPIE COUNTY					
Item	Descripton	Type	Approx. Station	Sheet	County
33	TAR-091	Not Identified	NA	009	Gillespie
44	TAR-092 Private Road	Dirt	660+56	013	Gillespie

BLANCO COUNTY					
Item	Descripton	Type	Approx. Station	Sheet	County
60	TAR-093 Private Road	Asphalt	924+59	018	Blanco
62	TAR-094 Private Road	Gravel	967+84	019	Blanco
66	TAR-095 Private Road	Gravel	1013+51	020	Blanco
90	PAR-095C	Not Identified	1235+00	024	Blanco
101	TAR-097 Deer Haven LN	Asphalt	1397+76	027	Blanco
111	TAR-099 Private Road	Gravel	1522+18	029	Blanco
115	TAR-100 Private Road	Dirt	1569+42	030	Blanco
121	TAR-101C	Not Identified	1682+50	032	Blanco
122	TAR-101A Private Road	Gravel	1711+00	033	Blanco
129	TAR-101F	Not Identified	1784+00	034	Blanco
135	TAR 101D Taylor Ranch Road	Gravel	1878+99	036	Blanco

HAYS COUNTY					
Item	Descripton	Type	Approx. Station	Sheet	County
149	TAR-102B	Not Identified	2058+00	039	Hays
163	PAR-103A	Not Identified	2220+00	044	Hays
189	TAR-106	Not Identified	NA	049	Hays
197	TAR-108	Not Identified	2575+00	050	Hays
199	TAR-109	Not Identified	2658+00	052	Hays
204	TAR-111 Private Road	Caliche	2788+52	054	Hays
205	TAR-112 Bridges Lane	Gravel	2817+81	055	Hays
206	PAR-112A Private Road	Dirt	2855+58	056	Hays
207	TAR-112C Private Road	Asphalt	2890+56	056	Hays
212	TAR-112D Private Road	Dirt	2999+31	058	Hays
216	TAR-112E Private Road	Asphalt	3061+50	059	Hays
223	TAR-112F	Not Identified	3124+00	061	Hays
226	TAR-112G	Dirt	3220+97	062	Hays
233	TAR-112H	THIS PLAN DOES NOT APPLY	3422+00	066	Hays



Legend

- Spread 4
- Start/End
- ★ Temp/Perm Access Rd



NATIONAL TRENCH SAFETY
 3550 ROUND BARN BLVD.
 SUITE 205
 SANTA ROSA, CA. 95403

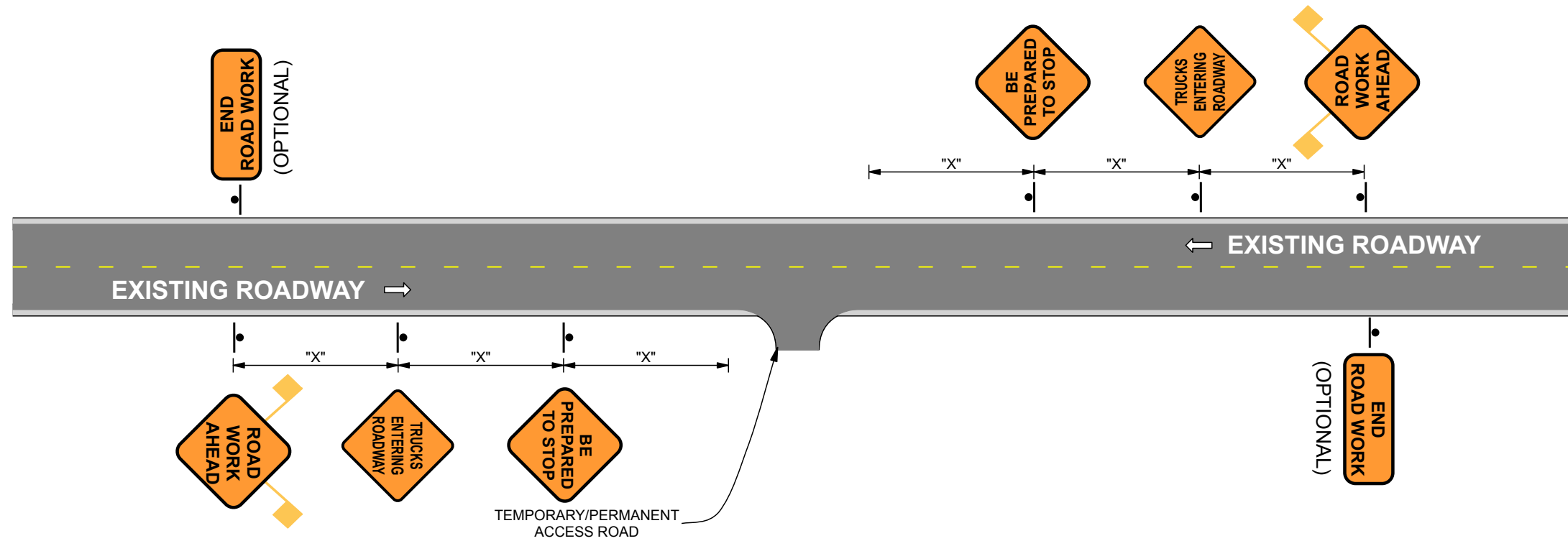
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DRAWN	MH	REV	BY	DATE
DESIGNED	MH	01	MH	08-12-19
CHECKED	PM	02	MH	08-21-19
DATE	08-08-19			

MPG PIPELINE CONTRACTORS
 16770 IMPERIAL VALLEY
 SUITE 105
 HOUSTON, TX. 77060

KINDER MORGAN PHP SPREAD 4
 GILLESPIE, BLANCO & HAYS COUNTIES, TEXAS
 TRAFFIC CONROL PLAN
 TEMPORARY/PERMANENT ACCESS ROAD LIST

SCALE
 HOR. AS SHOWN
 VER. AS SHOWN
 DRAWING SHEET
 2 of 4

NOTES: 1) THIS PLAN APPLIES TO LOCATIONS SHOWN IN THE TEMPORARY/PERMANENT ACCESS ROAD LIST (SEE SHEET 2).
 2) CONTRACTOR TO VERIFY SPEED LIMIT AT EACH LOCATION.



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50	400'	50'	500'	550'	600'	240'	425'
55	500'	55'	550'	605'	660'	295'	495'
60	600'	60'	600'	660'	720'	350'	570'
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75	900'	75'	800'	825'	900'	540'	820'



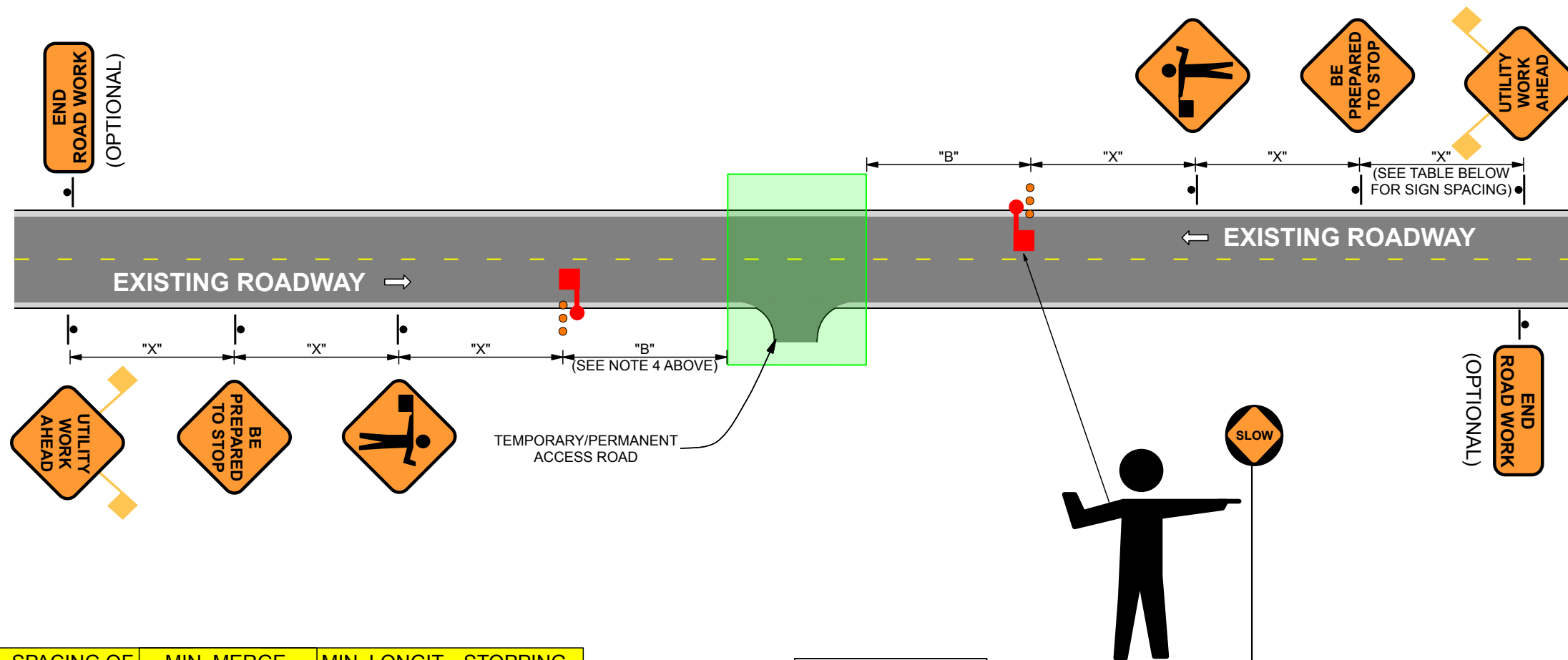
Legend

- Adv. Warning Sign
- ⇒ Traffic Flow



JOB #	19335	REVISIONS		
DRAWN	MH	REV	BY	DATE
DESIGNED	MH	01	MH	08-12-19
CHECKED	PM	02	MH	08-21-19
DATE	08-08-19			

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Legend

- Adv. Warning Sign
- Certified Flagger
- Traffic Drum
- Traffic Flow
- Work Area



Exhibit A
Permits

Part 6

Six Creeks Blvd.

**(Located approx. 620.7' west of
Old Stage Rd.)**

FOR OFFICIAL USE ONLY:

Permit No.: _____

Date: _____

RIGHT-OF-WAY PERMIT APPLICATION

Complete this application to construct, operate, use and/or maintain within the right-of-way

Applicant Information:

Applicant (Property Owner, Company, etc):	Permian Highway Pipeline, LLC				
Contact Name (if different from above):	Alex Canahuati				
Mailing Address:	874 Harper Road, Suite 106				
City:	Kerrville	State:	Texas	ZIP:	78028
Telephone:	952-356-4282	Fax:	_____		

• Location (Road, Street) Six Creeks Blvd., located approximatel 620.7' west o Old Stagecoach Rd

• Anticipated Start Date: 10/01/2019

Anticipated Ending Date: 10/01/2020

Provide below a detailed description of the activity as follows: (include size, length, type of facility, material). If crossing under the roadbed, describe method. If buried, indicate depth from top of facility to surface.
Type of Work to occur in Right-of Way:

Permian Highway Pipeline is requesting to construct, use and maintain a [1] temporary / [] permanent access driveway, as identified, contemporaneously with the construction, installation and operation of Applicants pipeline. The City of Kyle does hereby grant unto Applicant the right to The location, width and dimensions of the required access driveway as identified on the attached sketch as exhibit(s) to this Application. this Application.

The above named applicant hereby makes application for a permit to Construct, Operate, Use and/or Maintain within the right-of-way o a city street. The applicant further understands that this application does not guarantee a permit and understands that no work is allowed in the public right-of-way or easement prior to issuance of a permit.

David Ross

Signature of Applicant

David Ross, Land Project Manager, Kinder Morgan

Name and Title of Applicant

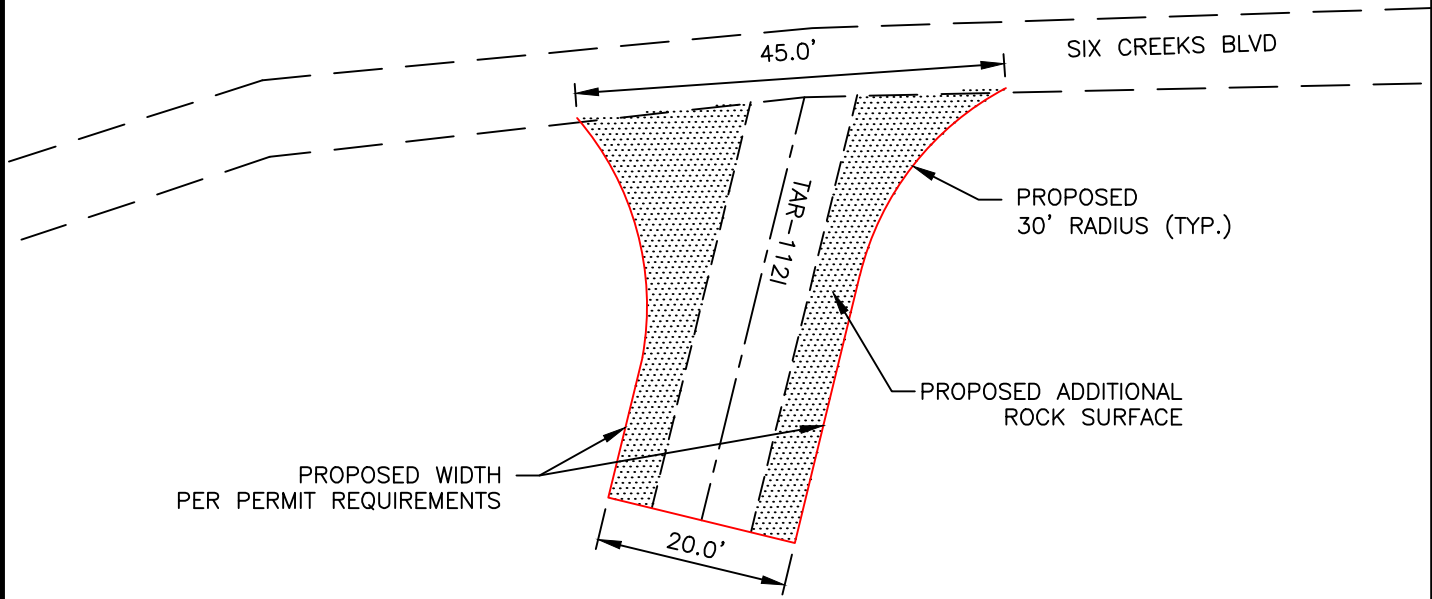
09/13/2019

Date

For City Use Only:

Permit Issued By: _____

Issue Date: _____



16350 PARK TEN PLACE, SUITE 101
HOUSTON, TX, 77084
PH: (281) 616-0100
LIC. No. TX F-82

0	ISSUED FOR PERMIT	08/20/19	TR	
NO.	REVISION	DATE	APPR.	

HAYS COUNTY
TEMPORARY DRIVEWAY EXHIBIT (TYPICAL)
TAR-1121 AT SIX CREEKS BLVD

SCALE	DATE	DRAWN	CHECKED	APPROVED	TRC PROJ. NO.	DRAWING NUMBER	SHEET
NTS	08/20/19	MF	DT	TR	310126	EXHIBIT 1	1 OF 1

GENERAL NOTES

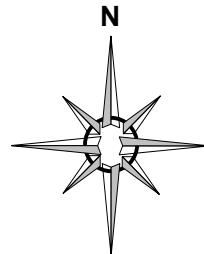
1. THE CONTRACTOR SHALL INSTALL AND MAINTAIN THE TRAFFIC CONTROL DEVICES AS SHOWN HEREIN, AS WELL AS ANY ADDITIONAL TRAFFIC CONTROL DEVICES AS MAY BE REQUIRED TO ENSURE THE SAFE MOVEMENT OF TRAFFIC AND PEDESTRIANS THROUGH OR AROUND THE WORK AREA AND TO PROVIDE MAXIMUM PROTECTION AND SAFETY TO CONSTRUCTION WORKERS.
2. ALL DELINEATORS SHALL BE EQUIPPED WITH REFLECTIVE BANDS.
3. ALL SIGNS, STRIPES, DELINEATORS, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES AND THEIR INSTALLATION SHALL CONFORM TO MUTCD, STANDARD SPECIFICATIONS LATEST EDITION, FOR CONSTRUCTION AND MAINTENANCE WORK ZONES' (LATEST EDITION). IN THE EVENT OF CONFLICT BETWEEN THESE DOCUMENTS THE MOST STRINGENT REQUIREMENT SHALL APPLY.
4. ALL TRAFFIC CONTROL DEVICES SHALL BE KEPT IN THEIR PROPER POSITION AT ALL TIMES, AND SHALL BE REPAIRED, REPLACED, OR CLEANED AS NECESSARY TO PRESERVE THEIR MAXIMUM VISIBILITY AND EFFECTIVENESS.
5. CONTRACTOR SHALL REPLACE OR REPAIR ALL DAMAGES STRIPING WITH TEMPORARY STRIPING OR RAISED PAVEMENT MARKERS AT END OF EACH WORKING DAY.
6. LOCAL LAW ENFORCEMENT, EMERGENCY & CITY TRANSIT DEPARTMENTS SHALL BE NOTIFIED 48 HOURS PRIOR TO COMMENCEMENT OF TRAFFIC CONTROL OPERATIONS.
7. CONTRACTOR SHALL MAINTAIN PEDESTRIAN ACCESS AT ALL TIMES.
8. CONTRACTOR SHALL COVER OR REMOVE ALL CONFLICTING SIGNS.
9. LOCAL AND EMERGENCY ACCESS SHALL BE MAINTAINED AT ALL TIMES.
10. NO SIGNS, OTHER THAN THOSE CALLED FOR ON THESE PLANS, SHALL BE PLACED IN THE PUBLIC RIGHT-OF-WAY WITHOUT WRITTEN APPROVAL OF THE TRANSPORTATION PLANNING MANAGER.
11. LANE CLOSURES, ROAD DETOURS, ROAD CLOSURES, AND TRAFFIC SIGNAL MODIFICATION ASSOCIATED WITH OVERNIGHT CONSTRUCTION ACTIVITIES WILL REQUIRE INFORMATION SIGNS BE PLACED AT LEAST ONE (1) WEEKS IN ADVANCE OF CONSTRUCTION.
12. ALL ADVANCED WARNING SIGNS SHALL BE EQUIPPED WITH FLAGS DURING DAY TIME WORKING HOURS AND WITH FLASHING BEACONS AT NIGHT.
13. ALL BARREL DELINEATORS SHALL BE 36" MINIMUM HEIGHT AND CONES SHALL BE 28" MINIMUM HEIGHT AND SHALL INCLUDE 6" AND 4" HIGH INTENSITY REFLECTORIZED BANDS OR SLEEVES. ALL SIGNS SHALL BE REFLECTORIZED AND STANDARD SIZE.

INDEX: SHEET 1 - COVER SHEET
 SHEET 2 - TEMPORARY/PERMANENT ACCESS ROAD LIST
 SHEET 3 - TYPICAL WORK TRUCK ACCESS
 SHEET 4 - TEMPORARY CLOSURE & FLAGGER OPTION

CONTRACTOR: MPG PIPELINE CONTRACTORS
 16770 IMPERIAL VALLEY, SUITE 105
 HOUSTON, TX. 77060

PROJECT: KINDER MORGAN PHP SPREAD 4
 MP 282 (STA 421+71) TO MP 342 (STA 3431+31)
 GILLESPIE, BLANCO & HAYS COUNTIES, TEXAS

DESCRIPTION: TYPICAL WORK TRUCK INGRESS/EGRESS PLAN
 WITH OPTIONAL SHORT-TERM TEMPORARY ROAD
 CLOSURE W/ FLAGGER OPERATION FOR VARIOUS
 TEMPORARY & PERMANENT ACCESS ROADS ALONG
 60 MILES OF PROPOSED SPREAD 4 PIPELINE



NATIONAL TRENCH SAFETY
 3550 ROUND BARN BLVD.
 SUITE 205
 SANTA ROSA, CA. 95403

JOB #	19335	REVISIONS		
DRAWN	MH	REV	BY	DATE
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MPG PIPELINE CONTRACTORS
 16770 IMPERIAL VALLEY
 SUITE 105
 HOUSTON, TX. 77060

KINDER MORGAN PHP SPREAD 4
 GILLESPIE, BLANCO & HAYS COUNTIES, TEXAS
 TRAFFIC CONTROL PLAN

COVER SHEET

SCALE
 HOR. AS SHOWN
 VER. AS SHOWN

DRAWING
 SHEET

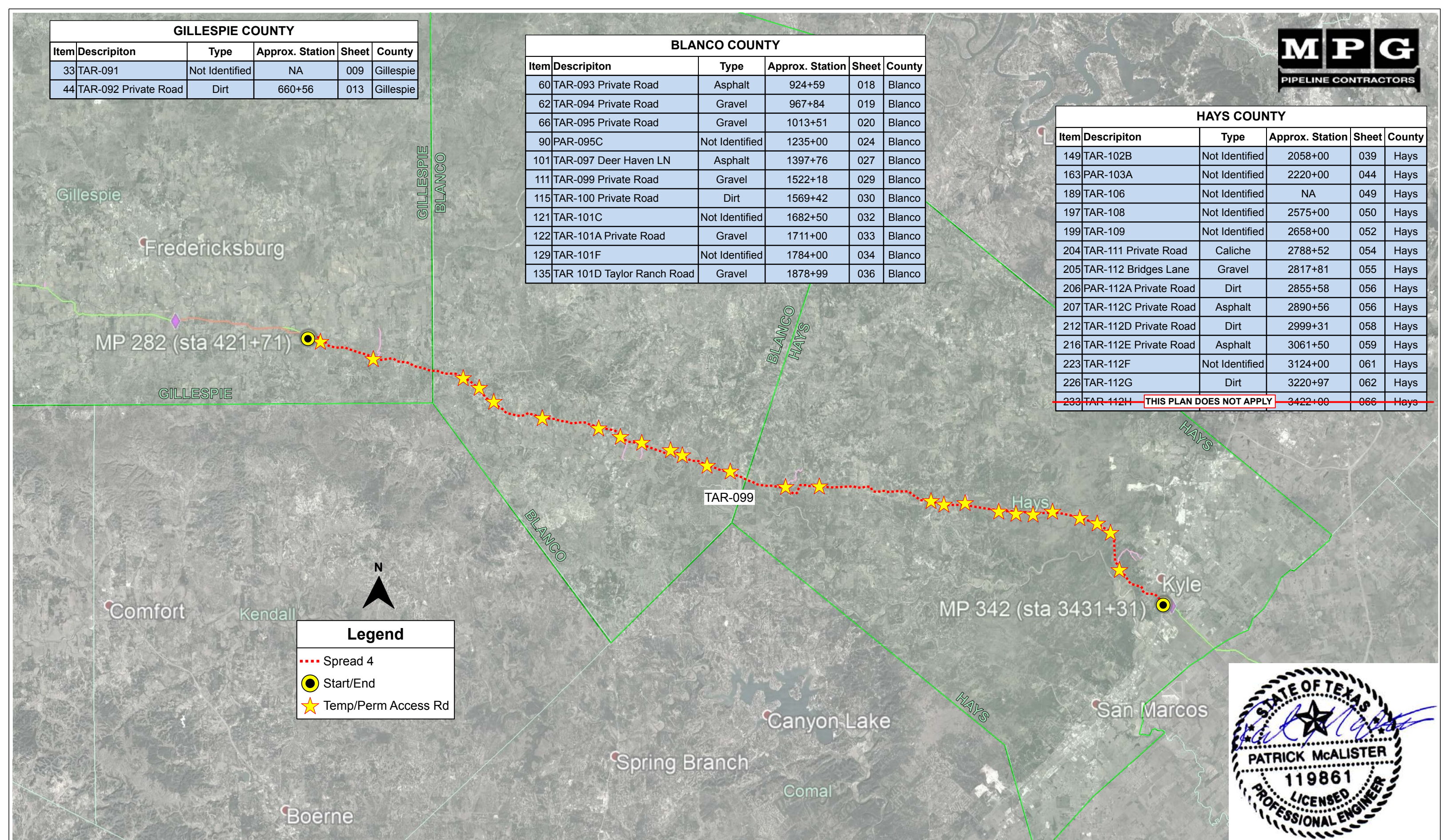
1 of 4



GILLESPIE COUNTY					
Item	Descripton	Type	Approx. Station	Sheet	County
33	TAR-091	Not Identified	NA	009	Gillespie
44	TAR-092 Private Road	Dirt	660+56	013	Gillespie

BLANCO COUNTY					
Item	Descripton	Type	Approx. Station	Sheet	County
60	TAR-093 Private Road	Asphalt	924+59	018	Blanco
62	TAR-094 Private Road	Gravel	967+84	019	Blanco
66	TAR-095 Private Road	Gravel	1013+51	020	Blanco
90	PAR-095C	Not Identified	1235+00	024	Blanco
101	TAR-097 Deer Haven LN	Asphalt	1397+76	027	Blanco
111	TAR-099 Private Road	Gravel	1522+18	029	Blanco
115	TAR-100 Private Road	Dirt	1569+42	030	Blanco
121	TAR-101C	Not Identified	1682+50	032	Blanco
122	TAR-101A Private Road	Gravel	1711+00	033	Blanco
129	TAR-101F	Not Identified	1784+00	034	Blanco
135	TAR 101D Taylor Ranch Road	Gravel	1878+99	036	Blanco

HAYS COUNTY					
Item	Descripton	Type	Approx. Station	Sheet	County
149	TAR-102B	Not Identified	2058+00	039	Hays
163	PAR-103A	Not Identified	2220+00	044	Hays
189	TAR-106	Not Identified	NA	049	Hays
197	TAR-108	Not Identified	2575+00	050	Hays
199	TAR-109	Not Identified	2658+00	052	Hays
204	TAR-111 Private Road	Caliche	2788+52	054	Hays
205	TAR-112 Bridges Lane	Gravel	2817+81	055	Hays
206	PAR-112A Private Road	Dirt	2855+58	056	Hays
207	TAR-112C Private Road	Asphalt	2890+56	056	Hays
212	TAR-112D Private Road	Dirt	2999+31	058	Hays
216	TAR-112E Private Road	Asphalt	3061+50	059	Hays
223	TAR-112F	Not Identified	3124+00	061	Hays
226	TAR-112G	Dirt	3220+97	062	Hays
233	TAR-112H	THIS PLAN DOES NOT APPLY	3422+00	066	Hays



Legend	
	Spread 4
	Start/End
	Temp/Perm Access Rd



NATIONAL TRENCH SAFETY
 3550 ROUND BARN BLVD.
 SUITE 205
 SANTA ROSA, CA. 95403

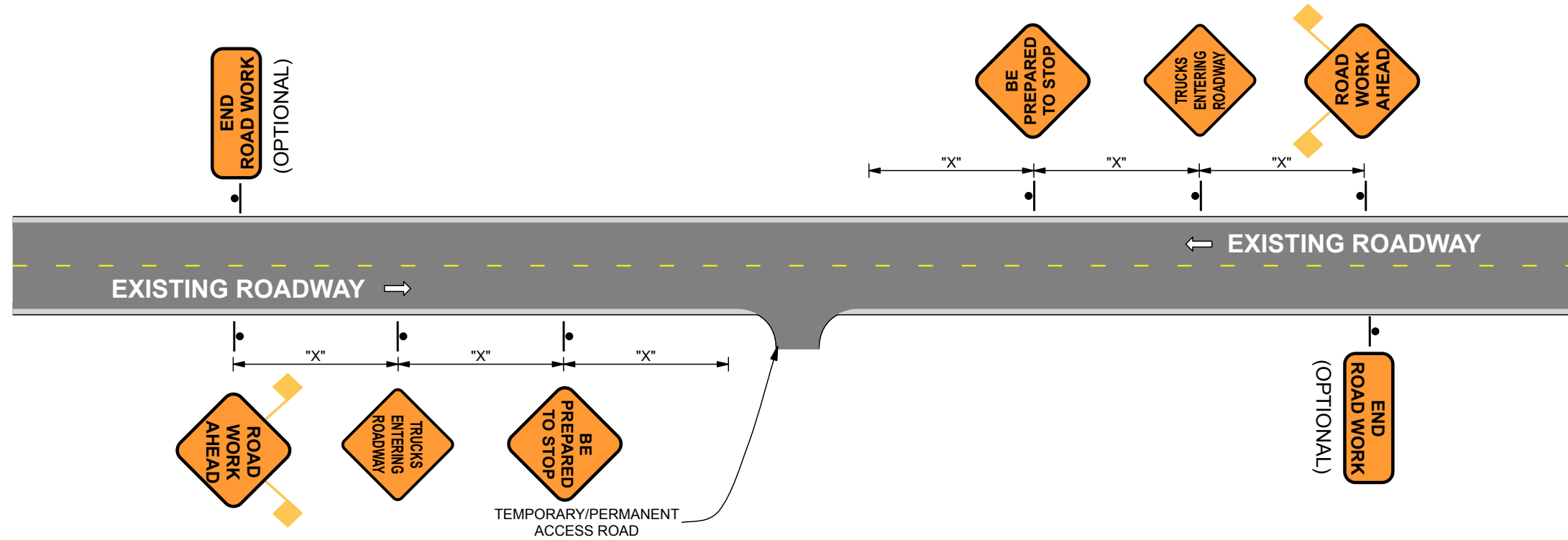
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 HOUSTON, TX. 77060

KINDER MORGAN PHP SPREAD 4
 GILLESPIE, BLANCO & HAYS COUNTIES, TEXAS
 TRAFFIC CONROL PLAN
 TEMPORARY/PERMANENT ACCESS ROAD LIST

SCALE
 HOR. AS SHOWN
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 2 of 4

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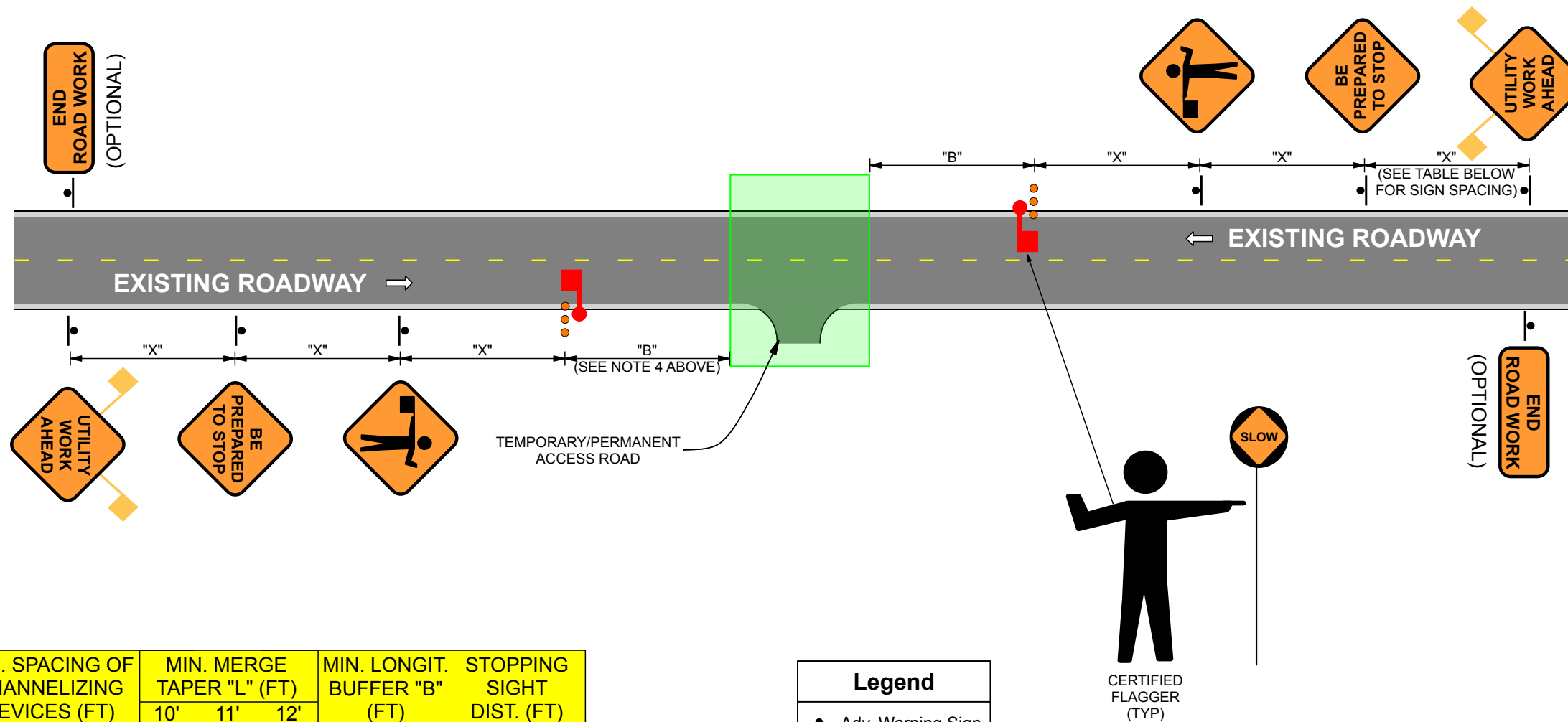
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- Adv. Warning Sign
- ⇒ Traffic Flow



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Legend	
	Adv. Warning Sign
	Certified Flagger
	Traffic Drum
	Traffic Flow
	Work Area

CERTIFIED FLAGGER (TYP)



**PUBLIC RIGHT-OF-WAY USE AGREEMENT
(NATURAL GAS PIPELINE CROSSING)**

This Public Right-of-Way Use Agreement (“Agreement”) is entered into on this the ____ day of _____, 2019 by and between Permian Highway Pipeline, LLC, a limited liability company duly authorized to do business in Texas (“Company”), on the one hand, and the CITY OF KYLE, TEXAS, a municipal corporation located in Hays County, Texas (the “City”), acting by and through its City Manager or designee, on the other.

WITNESSETH:

Company wishes to construct a pipeline for the transportation of natural gas under certain public rights-of-way and/or municipal utility easements.

The City has reviewed Company’s request and agrees to grant Company a license to use or cross certain public rights-of-way and/or municipal utility easements in order to erect, construct, install, operate, repair, maintain, and remove a Pipeline (as defined below), on the terms and conditions set forth herein, solely for the transportation of Gas and solely in accordance with the terms and conditions of this Agreement.

1. GRANT OF RIGHTS.

1.1 General Use of Public Rights-of-Way or Municipal Utility Easement for Provision of Gas. This Agreement authorizes the construction and operation of only the pipeline described or represented in Exhibit 1 of this Agreement (the “Pipeline”), and no other pipeline. Subject to the terms and conditions set forth in this Agreement and pursuant to §§181.005 and 181.006 of the Texas Utilities Code, the City, to the extent of its interest therein, hereby grants Company an irrevocable license to (i) erect, construct, install, operate, repair, maintain, and remove the Pipeline in, under, along and across the public rights-of-way and/or municipal utility easements and (ii) transport Gas through the portions of the Pipeline in, under, along and across the public rights-of-way and/or municipal utility easements. Company hereby acknowledges and agrees that this Agreement allows only the transportation of Natural Gas through the City and does not allow Company to distribute, sell or otherwise provide Gas to any Customer within the City. Such use of the public rights-of-way and/or municipal utility easements by Company shall NOT require Pipeline crossings to be perpendicular with the public rights-of-way and/or municipal utility easements, but rather the Pipeline may run parallel to, along, on or over the public rights-of-way and/or municipal utility easements for any distance. This Agreement authorizes the transportation only of Natural Gas, and it does not authorize the transportation of liquid crude or any other substance or material.

1.2 Nonexclusive. This Agreement and all rights granted to Company herein are strictly nonexclusive. The City reserves the right to grant other and future licenses and other authorizations for use of the public rights-of-way and/or municipal utility easements to other Persons in accordance with applicable law and as the City

deems appropriate; provided, however, that the grant of subsequent licenses for use of the same public rights-of-way and/or municipal utility easements will not unreasonably interfere with Company's operation of the Pipeline for the purposes provided for herein.

- 1.3 Other Permits.** This Agreement does not relieve Company of any obligation to obtain other approvals from other regulatory agencies necessary for the erection, construction, installation, maintenance, removal or repair of Company's Pipeline or the transportation of Gas through such Pipeline.
- 1.4 Operator, Contractors, Subcontractors.** When conducting any activity with respect to the Pipeline, the Company's operator, shall be bound by the requirements of this Agreement with respect to such activities.
- 2. TERM.** This Agreement shall be in effect for an initial term of 20 years and shall automatically renew for additional 10-year terms on each 10-year anniversary, for so long as the Pipeline is being used for the purposes provided for herein and unless Company provides written notice in advance of any such 10-year anniversary that it does not wish to renew the Agreement.
- 3. FEES AND PAYMENTS TO CITY.**
- 3.1 Pipeline Permit Application Fee.** Every application for a pipeline permit shall be accompanied by a permit fee of \$2,500.00.
- 3.2 Pipeline Annual Right-of-Way Use Charge.** On or prior to the Effective Date of this Agreement, Company shall pay City a right-of-way use fee for the first year of this Agreement of \$3.00 times the number of rods of public rights-of-way and/or municipal utility easements occupied in any way by Company's Pipeline. Payment for the first year is due within 30 days of approval and payment for subsequent years is due prior to each anniversary of the effective date of the Agreement.
- 4. COOPERATION ON CROSSINGS OF RIGHTS-OF-WAY AND MUNICIPAL UTILITY EASEMENTS.**
- 4.1 No Undue Burden or Additional Cost to the City.** The Pipeline shall not be erected, installed, constructed, repaired, replaced or maintained in any manner that places an undue burden on existing infrastructure, public rights-of-way, and/or municipal utility easements as depicted on the map attached hereto as Exhibit 1, or that causes the City to bear any additional costs with respect to such existing infrastructure, public rights-of-way, and/or municipal utility easements. To the extent the City reasonably determines the presence of the Pipeline (or its associated facilities or easement) has caused the City to incur costs in connection with its existing infrastructure, public rights-of-way, and/or municipal utility easements, then Company shall bear the costs associated with such burden. The Company shall pay such costs either before or after the work is completed, as the City determines. To the extent the completion of work requires Company's involvement, Company agrees to reasonably cooperate and provide such assistance

as needed for the work to be completed. In addition to the above, Company will cause the Pipeline to be constructed at a depth of 8 feet (measured from top of pipe to the surface of the ground) at the following two future crossings noted on Exhibit 2: (1) the intersection of the Pipeline and the planned Six Creeks Boulevard; and (2) the intersection of the Pipeline and the planned Cypress Road. At each crossing, the Pipeline shall maintain a depth of 8 feet for a run of at least 120 feet, and the midpoint of the 120-foot run shall be the center of the roadway. To the extent that the depiction of the Pipeline in Exhibits 1 and 2 differ, the Pipeline path shown on Exhibit 1 shall govern. Within three business days of executing this Agreement, City will provide to Company GPS coordinates (or other identifier acceptable to Company) for the midpoint of each of the above road crossings, and Company's obligation to maintain the depths stated above shall be based on those coordinates (or other identifier).

4.2 Future Public Rights-of-Ways or Municipal Utility Easements. In the event of any future infrastructure expansion project undertaken by the City or by any public utilities operating within the City's jurisdiction that requires or necessitates a road or other public utility crossing the Pipeline, the Company will reasonably cooperate with the City (or public utilities as applicable) in the design of such crossings and, so long as such crossings are designed in accordance with applicable federal and Texas laws and regulations, the Company will not place any additional requirements or obligations on the City or public utilities for such crossings including, without limitation, the Company will not subject the City or public utilities to delay or additional engineering, construction or other similar costs to meet standards not required by federal or Texas law and regulations.

4.3 Minimal Interference.

4.3.1 Notice. Prior to the undertaking of any kind of construction, installation, maintenance, removal, repairs, or other work that requires the excavation, lane closure, or other physical use of the public rights-of-way and/or municipal utility easements, Company shall, except for work required to address an emergency, provide at least 72 hours' advance written notice to the City and owners of property adjacent to the public rights-of-way and/or municipal utility easements that will be affected. In the case of emergencies Company shall provide notice to the City and affected landowners within forty-eight (48) hours after commencement of work.

4.3.2 Worksite Regulations. During any such work, Company shall provide construction and maintenance signs and sufficient barricades at work sites to protect the public. The use of such traffic control devices shall be consistent with the standards and provisions of Part VI of the Texas Manual on Uniform Traffic Control Devices. Company shall utilize appropriate warning lights at all construction and maintenance sites where one or more traffic lanes are closed or obstructed during nighttime conditions. Company shall plan and execute construction of the pipeline so that no flood conditions are created or worsened on the surrounding land. To minimize

erosion, the excavated portion of the right-of-way adjacent to the improved portion of the road shall be restored and revegetated.

4.4 “As-Built” Plans and Maps. Company, at Company’s sole cost and expense, shall provide the City with as-built plans of all portions of the Pipeline located within the City, including those portions within the public rights-of-way and/or municipal utility easements, and maps showing such Pipeline within ninety (90) calendar days following the completion of the construction of such Pipeline. Company shall supply the textual documentation of such as-built plans and maps in computer format as requested in writing by the City and shall otherwise fully cooperate with the City in ensuring that the Pipeline is accurately reflected in the City’s mapping system.

4.5 Restoration of Public Rights-of-Ways and Property. Company, at Company's sole cost and expense, and in a manner approved by the City, shall promptly restore any portion of the public rights-of-way, municipal utility easements, or City-owned property that is in any way disturbed or damaged by the construction, operation, maintenance or removal of any of the Pipeline to a condition as such property was in immediately prior to the disturbance or damage. Company shall diligently commence such restoration within thirty (30) calendar days following the date that Company first became aware of the disturbance or damage or, if the Pipeline is being removed, within thirty (30) calendar days following such removal. Any private service/utility lines that are in any way disturbed or damaged by the Company’s construction, operation, maintenance or removal of any of the Pipeline, shall be repaired at the Company’s sole cost and expense within 24 hours or if not possible within 24 hours as soon as reasonably possible thereafter.

4.6 Emergency and Non-Emergency Repairs.

4.6.1. Work by the City. For purposes of this Section 4.6.1, a public emergency shall be any condition which, in the reasonable opinion of the officials specified herein, poses an immediate threat to life, health or property and is caused by any natural or man-made disaster, including, but not limited to, storms, floods, fires, accidents, explosion, water/wastewater/stormwater main breaks, gas leaks, and hazardous materials spills. In the event of a public emergency, the City shall have the right to take whatever action is deemed reasonably appropriate by the City Manager or Fire Chief, or their authorized representatives, including, but not limited to, action that may result in damage to the Pipeline, provided that the City shall be responsible for all costs of repair, support, relocation or reconstruction of all or any of its Pipeline that is affected by such action of the City. In responding to a public emergency, the City agrees to comply with all local, state and federal laws, including, without limitation, any requirements to notify the Texas One Call System, to the extent that they apply at the time and under the circumstances. In addition, if the City takes any action that it believes will affect the Pipeline, the City will notify Company as soon as practicable so that Company may advise and work with the City with respect to such

action.

4.6.2. Work by or on Behalf of Company. In the event of an emergency that directly involves any portion of the Pipeline and necessitates immediate emergency response work on or repairs, Company may initiate the emergency response work or repairs or take any action required under the circumstances provided that Company notifies the City as promptly as possible.

4.6.3 Work by the City During Non-Emergencies. Except for public emergencies as set out in Section 4.6.1 above, the City may learn about a situation in which action needs to be taken to repair, support, relocate or reconstruct any of its own infrastructure or rights-of-way or other types of repairs, the City shall have the right to take whatever action is deemed reasonably appropriate by the City Manager or Fire Chief, or their authorized representatives in conformance with applicable state and federal law only and in consultation and agreement with Company. The City shall be responsible for the costs of repair, support, relocation or reconstruction of all or any of its Pipeline that is affected by such action of the City.

4.7 Removal of Pipeline.

4.7.1 Company Obligated to Remove. Within six (6) months following termination of this Agreement, if the City requests, Company, at Company's sole cost and expense, shall prepare a Pipeline Abandonment Plan wherein Company shall be required to and shall either remove the Pipeline from the public rights-of-way and/or municipal utility easements, or else cap the Pipeline and abandon it in place (at the election of the City), in accordance with applicable laws and regulations.

4.7.2 Restoration of Property. In addition to subsection 4.7.1 above, within six (6) months following revocation, termination, or expiration of this Agreement—or if the Company has abandoned the Pipeline for a period of at least 12 months—in accordance with Section 4.7 of this Agreement, Company shall also restore any property subject to this Agreement that is disturbed or damaged by removal (or, if elected by the City at its option, capping) of the Pipeline. If Company has not restored all such property within this time, the City, at the City's sole option, may perform or have performed any necessary restoration work, in which case Company shall immediately reimburse the City for any and all reasonable costs incurred in performing or having performed such restoration work.

5. **LIABILITY AND INDEMNIFICATION.**

5.1 **Liability of Company.** Company shall be liable and responsible for any and all of City's damages, losses, liabilities (joint or several), payments, obligations, penalties, claims, litigation, demands, defenses, judgments, lawsuits, proceedings, costs, disbursements or expenses (including, without limitation, reasonable fees, disbursements and reasonable expenses of attorneys, accountants and other professional advisors and of expert witnesses and costs of investigation and preparation) of any kind or nature whatsoever (collectively "Damages"), which may arise out of:

- (i) Company's construction, installation, operation, maintenance or condition of the Pipeline;
- (ii) the transportation of Gas through the Pipeline;
- (iii) any claim or lien arising out of work, labor, materials or supplies provided or supplied to Company, its contractors or subcontractors with respect to the Pipeline; or
- (iv) Company's failure to comply with any valid and applicable federal, state or local law, ordinance, rule or regulation,

except to the extent caused by the negligence, gross negligence or intentional misconduct of any Indemnitees, hereinafter defined.

- 5.2 **Indemnification.** COMPANY, AT COMPANY'S SOLE COST AND EXPENSE, SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, BOARDS, COMMISSIONS, AGENTS, EMPLOYEES AND VOLUNTEERS ("INDEMNITEES"), FROM AND AGAINST ANY AND ALL DAMAGES WHICH MAY ARISE OUT OF: (I) COMPANY'S CONSTRUCTION, INSTALLATION, OPERATION, MAINTENANCE OR CONDITION OF THE PIPELINE OR ANY RELATED FACILITIES OR APPURTENANCES; (II) THE TRANSPORTATION OF GAS THROUGH THE PIPELINE; (III) ANY CLAIM OR LIEN ARISING OUT OF WORK, LABOR, MATERIALS OR SUPPLIES PROVIDED OR SUPPLIED TO COMPANY, ITS CONTRACTORS OR SUBCONTRACTORS; OR (IV) COMPANY'S FAILURE TO COMPLY WITH ANY APPLICABLE FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION.
- 5.3 **Assumption of Risk.** Company hereby undertakes and assumes, for and on behalf of Company, its officers, agents, contractors, subcontractors, agents and employees, all risk of dangerous conditions, if any, on or about any City-owned or City-controlled property, including, but not limited to, the public rights-of-way and/or municipal utility easements.
- 5.4 **Defense of Indemnitees.** If an action, lawsuit or other proceeding is brought against any Indemnitee by reason of any matter for which the Indemnitees are indemnified hereunder, the City shall give Company prompt written notice of the making of any claim or commencement of any such action, lawsuit or other proceeding, and Company, at Company's sole cost and expense, shall resist and defend the same with reasonable participation by the City and with legal counsel selected by Company and specifically approved by the City. In such an event, Company shall not admit liability in any matter on behalf of any Indemnitee without the advance written consent of the City, which shall not be unreasonably withheld or delayed.
6. **INSURANCE.** Company shall procure and maintain at all times, in full force and effect, a policy or policies of insurance to provide coverages as specified herein, naming the City as an additional insured and covering all public risks related to the use, occupancy, condition, maintenance, existence or location of the Pipeline within the public rights-of-way and/or municipal utility easements and the construction, installation, operation, maintenance or condition of the Pipeline, including the transportation of Gas through the Pipeline. The required insurance can be met by a combination of self-insurance, primary and excess policies, as follows:
- 6.1 **Primary Liability Insurance Coverage.**
- 6.1.1 **Commercial General Liability:**
\$5,000,000 per occurrence, including coverage for the following: (i) Premises Liability; (ii) independent contractors; (iii) products/completed operations; (iv) personal injury; (v) contractual liability; (vi) explosion, collapse and underground property damage.
- 6.1.2 **Property Damage Liability:**
\$1,000,000 per occurrence.

6.1.3 Automobile Liability:

\$1,000,000 per accident, including, but not limited to, all owned, leased, hired or non-owned motor vehicles used in conjunction with the rights granted under this Agreement.

6.1.4 Worker's Compensation:

As required by law.

6.1.5 Employer's Liability:

\$1,000,000 per accident.

6.2 Requirements and Revisions to Required Coverage. The policy or policies of insurance shall be endorsed to provide that no material changes in coverage, including, but not limited to, cancellation, termination, non-renewal or amendment, shall be made without thirty (30) days' prior written notice to the City. The policies and Certificate of Insurance provided to the City shall contain the following language:

“CANCELLATION CLAUSE”

“SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREFORE, THE ISSUING INSURER WILL PROVIDE THIRTY (30) DAYS WRITTEN NOTICE TO THE NAMED CERTIFICATE HOLDER”

7. DEFAULTS.

7.1 Event of Default. An “Event of Default” shall occur if Company or City materially breaches or violates any of the terms, covenants, representations or warranties set forth in this Agreement or materially fails to perform any obligation required by this Agreement.

8. UNCURED DEFAULTS AND REMEDIES.

8.1 Notice of Default and Opportunity to Cure. If an Event of Default occurs, then the non-defaulting party shall provide the defaulting party with written notice of such Default and shall give the defaulting party the opportunity to cure such Event of Default. For an Event of Default, the defaulting party shall have thirty (30) days from the date it receives written notice from the non-defaulting party to cure the Event of Default. In the event the Default cannot be cured within said thirty (30) days, so long as the defaulting party is acting in good faith, with due diligence to cure said Event of Default shall not be deemed an "Uncured Default." If any Event of Default is not cured within the time period specified herein and Company is not continuing to cure, said Default in good faith with due diligence, such "Event of Default" shall, without further notice from the non-defaulting party, become an “Uncured Default” and the non-defaulting party immediately may exercise the remedies provided in Section 8.2.

8.2 Remedies for Uncured Defaults. Upon the occurrence of an Uncured Default, the non-defaulting party shall be entitled to commence against the defaulting party an action at law for monetary damages or in equity, for injunctive relief or specific performance of any of the provisions of this Agreement which, as a matter of equity, are specifically enforceable.

9. PROVISION OF INFORMATION.

9.1. Right to Information. City shall, until the expiration of two (2) years after the termination of the final extension under this Agreement, have the right to request and receive all Company records, documents, and other items that identify the locations of the Pipeline or transactions under this Agreement.

10. COMPANY AS INDEPENDENT CONTRACTOR. Company shall operate as an independent contractor as to all rights and privileges granted by this Agreement, and not as an agent, representative or employee of the City. Company shall have the exclusive right to control the details of its business and other operations necessary or appurtenant to the transportation of Gas in accordance with the terms and conditions of this Agreement and shall be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors and subcontractors. Company acknowledges that the doctrine of respondeat superior shall not apply as between the City and Company, its officers, agents, employees, contractors and subcontractors. Company further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between the City and Company.

11. ASSIGNMENT PROHIBITED. Company may not assign any of its rights or obligations under this Agreement unless specifically authorized in writing by the City, which authorization the City shall not unreasonably withhold. In the event of a permitted assignment, Company shall remain liable to City for any failure to perform hereunder by the permitted assignee, and this provision shall thereafter be applicable to Company and such assignee. Every transferee shall succeed to all rights and be subject to all obligations, liabilities, and penalties owed to the City by the Company or any prior transferee of this Agreement, including any liabilities to the City for unpaid sums. No such transfer shall release the Company (or any subsequent transferor) from any obligation hereunder.

12. NOTICES. Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (i) hand-delivered to the other party, its agents, employees, servants or representatives, (ii) sent via email to each of the email addresses specified below or (iii) received by the other party by United States Mail, postage prepaid, return receipt requested, addressed as follows:

<p>To the CITY:</p> <p>City Manager, City of Kyle 100 W. Center Street Kyle, TX 78640 [insert email addresses]</p>	<p>To the COMPANY:</p> <p>[Insert physical and email addresses]</p>
<p>with a Copy to:</p> <p>City Attorney, City of Kyle 100 W. Center Street Kyle, Texas 78640 insert email addresses]</p>	<p>with a Copy to:</p> <p>[Insert physical and email addresses]</p>

- 13. **NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any rights that such party may have, either under this Agreement or the law, shall not constitute a waiver of such party’s right to insist upon appropriate performance or to assert any such right on any future occasion.
- 14. **GOVERNING LAW AND VENUE.** This Agreement shall be construed pursuant to and in accordance with the laws of the United States of America and the State of Texas. If any action, whether real or asserted, at law or in equity, arise out of the terms of this Agreement or Company's use of the public rights-of-way and/or municipal utility easements, venue for such action shall lie exclusively in the Texas Railroad Commission or in the state or federal district courts for Hays County, Texas as appropriate under relevant law.
- 15. **MISCELLANEOUS PROVISIONS.**
 - 15.1 **CONFERENCES.** At the request of either the City or Company, the City and Company shall meet at reasonable times and upon reasonable notice to discuss any aspect of this Agreement, Company's Pipeline, Company’s operations in the City, or Company's use of public rights-of-way and/or municipal utility easements.
 - 15.2 **SEVERABILITY.** If any provision of this Agreement is held to be invalid, illegal or unenforceable by a final order entered by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired. For purposes of this Agreement, a court order shall be final only to the extent that all available legal rights and remedies pertaining to such order, including, without limitation all available appeals, have been

exhausted. In such an event, the City and Company agree that they shall amend or have amended this Agreement to comply with such final order entered by a court of competent jurisdiction.

- 15.3 SPECIFIC PERFORMANCE.** The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.
- 15.4 FORCE MAJEURE.** In the event Company's performance of any of the terms, conditions or obligations required by this Agreement is prevented by a cause or event that is not within Company's reasonable control, Company's non-performance shall be deemed excused for the period of such inability and for thirty (30) days thereafter. Causes or events that are not within the Company's control shall include, but not be limited to, acts of God, strikes, sabotage, riots or civil disturbances, failure or loss of utilities, explosions and natural disasters.
- 15.5 HEADINGS NOT CONTROLLING.** Headings and titles used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.
- 15.6 ENTIRETY OF AGREEMENT.** This Agreement, including the exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the City and Company as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with the terms and conditions of this Agreement. This Agreement shall not be amended unless agreed to in writing by both parties and approved by the City Council of the City.

[INTENTIONALLY LEFT BLANK SIGNATURES ON FOLLOWING PAGE]

EXECUTED as of the later date below:

CITY OF KYLE:

By: _____
Travis Mitchell, Mayor

Date: _____

APPROVED AS TO FORM AND LEGALITY:

By: _____
Paige Saenz, City Attorney

_____:

By: _____

PERMIAN HIGHWAY PIPELINE, LLC

By KINDER MORGAN TEXAS PIPELINE, LLC as Operator

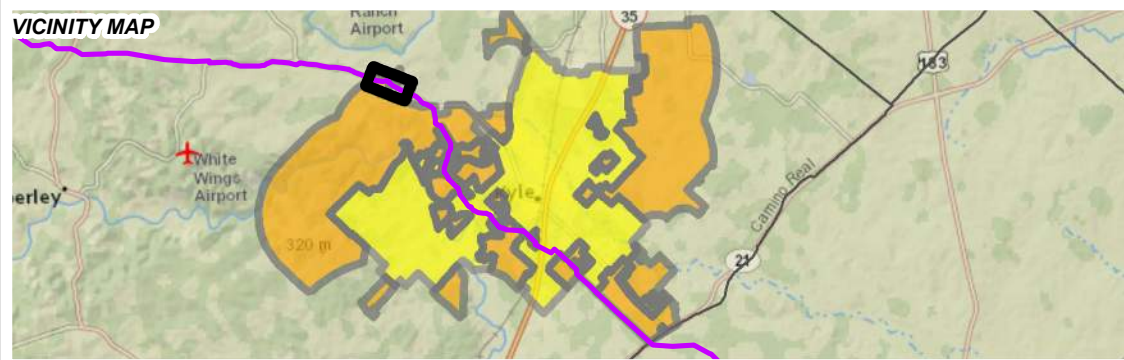
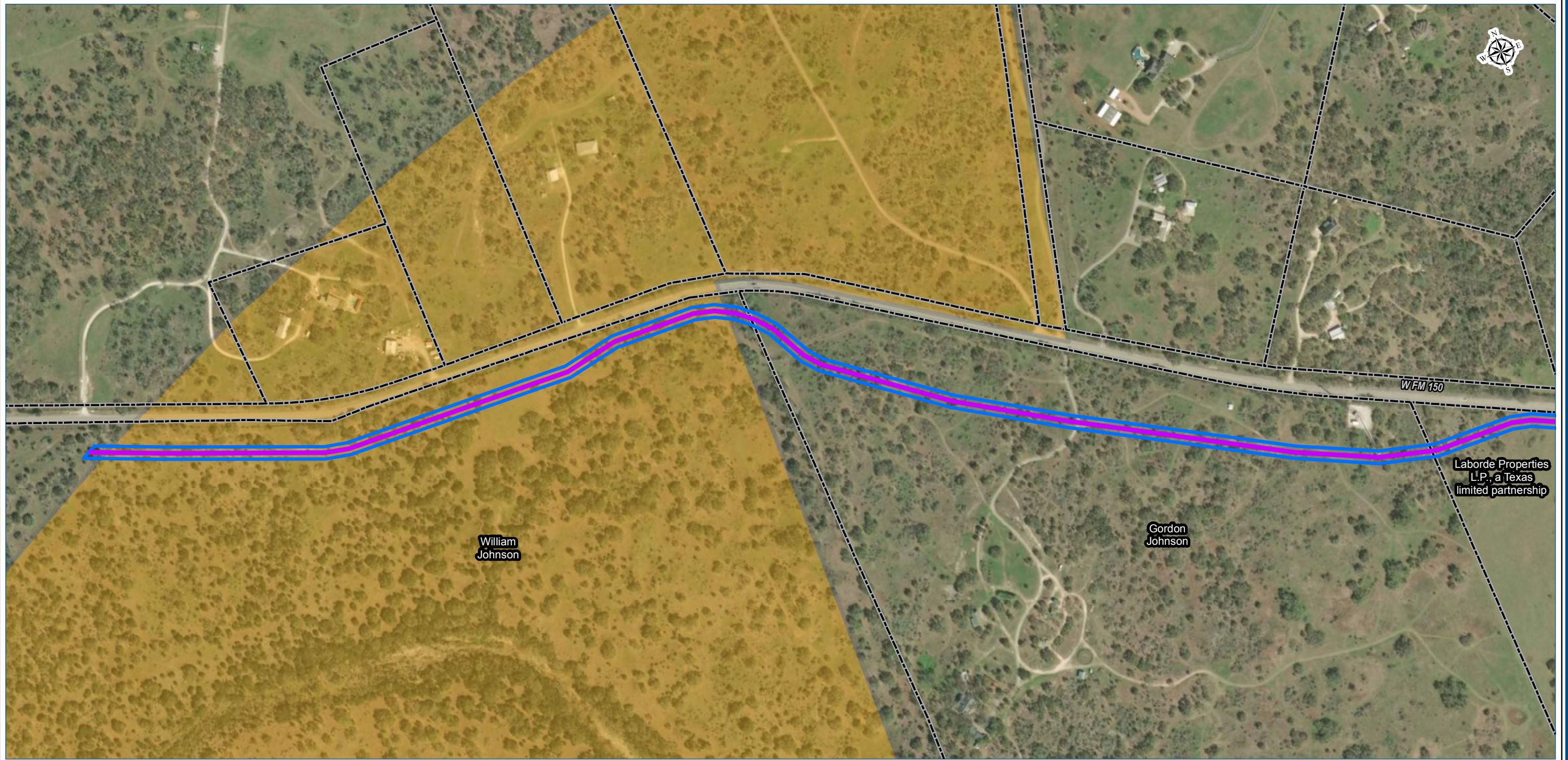
By: _____
[Name]

Date: _____

EXHIBIT “1”

PIPELINE DESCRIPTION/ MAP

PERMIAN HIGHWAY PIPELINE



LEGEND

- PHP PROPOSED PIPELINE
- PHP PROPOSED EASEMENT
- PROPERTY BOUNDARIES
- ETJ KYLE
- INSIDE KYLE CITY LIMITS
- COUNTIES

TRC
Results you can rely on
Pipeline Services, LLC

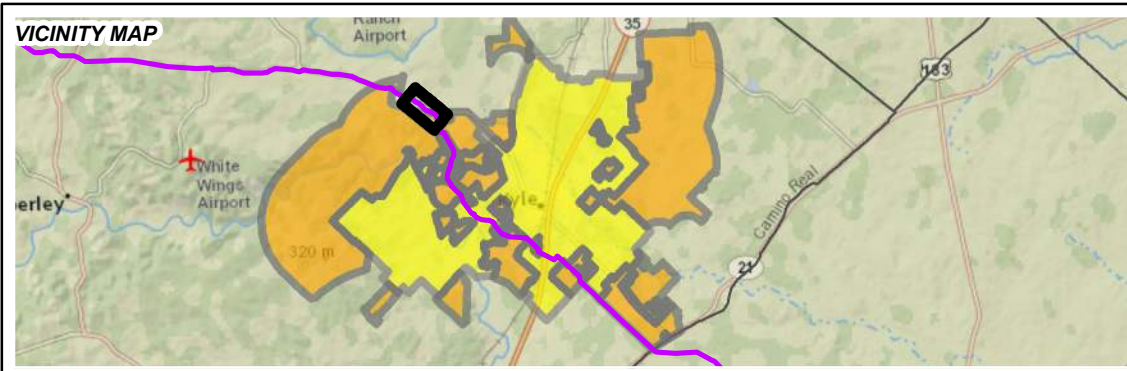
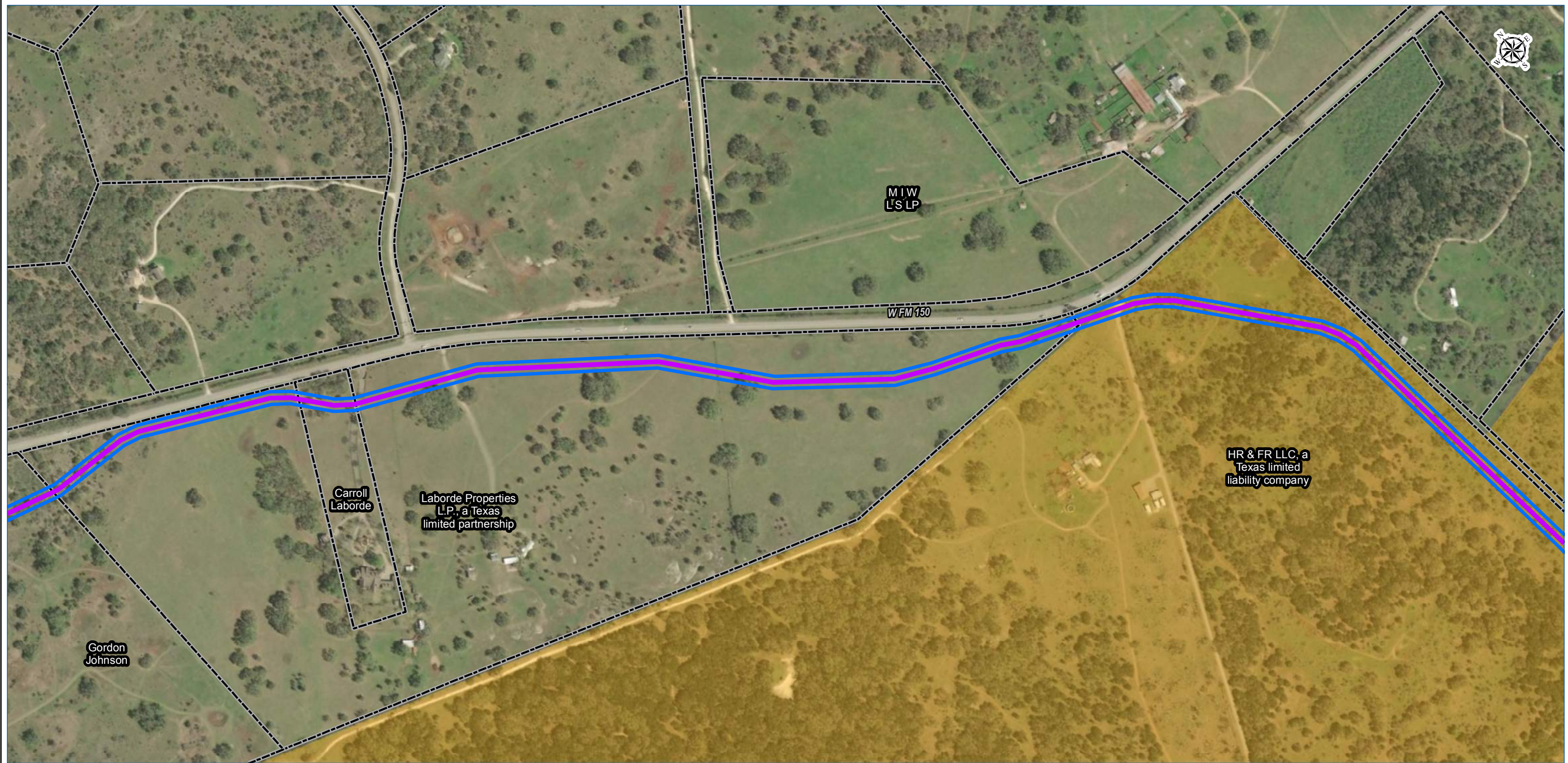
CITY AND ETJ OF KYLE, TEXAS
COUNTY: HAYS

DRAWN BY: TRC PIPELINE SERVICES GIS
CHECKED BY: TRC PIPELINE SERVICES ENGINEERING & GIS

Permian Highway Pipeline

DATE: 10/2/2019 SHEET: PAGE 1 of 11

PERMIAN HIGHWAY PIPELINE



LEGEND

- PHP PROPOSED PIPELINE
- PHP PROPOSED EASEMENT
- PROPERTY BOUNDARIES
- ETJ KYLE
- INSIDE KYLE CITY LIMITS
- COUNTIES

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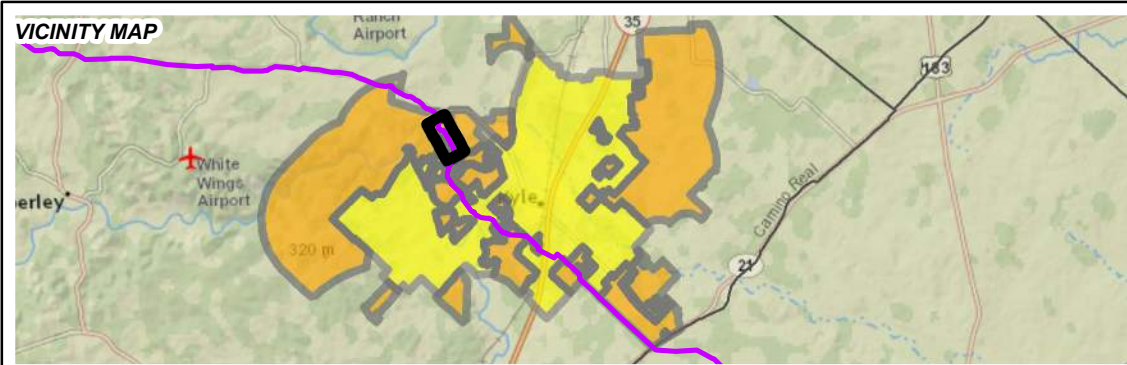
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COUNTY: HAYS

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Permian Highway Pipeline

DATE: 10/2/2019 SHEET: PAGE 2 of 11

PERMIAN HIGHWAY PIPELINE



LEGEND

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- PHP PROPOSED EASEMENT
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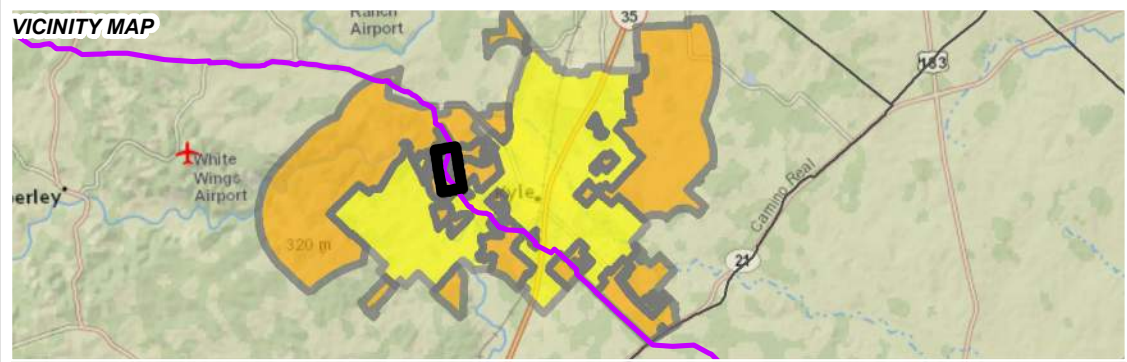
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COUNTY: HAYS

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Permian Highway Pipeline

DATE: 10/2/2019 SHEET: PAGE 3 of 11

PERMIAN HIGHWAY PIPELINE



LEGEND

- PHP PROPOSED PIPELINE
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- PROPERTY BOUNDARIES
- ETJ KYLE
- INSIDE KYLE CITY LIMITS
- COUNTIES



CITY AND ETJ OF KYLE, TEXAS

COUNTY: HAYS

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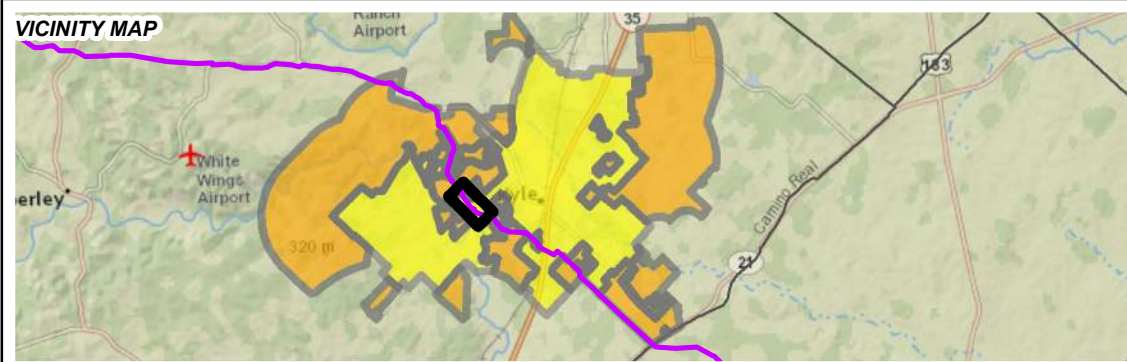
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DATE: 10/2/2019

SHEET: PAGE 4 of 11

PERMIAN HIGHWAY PIPELINE



LEGEND

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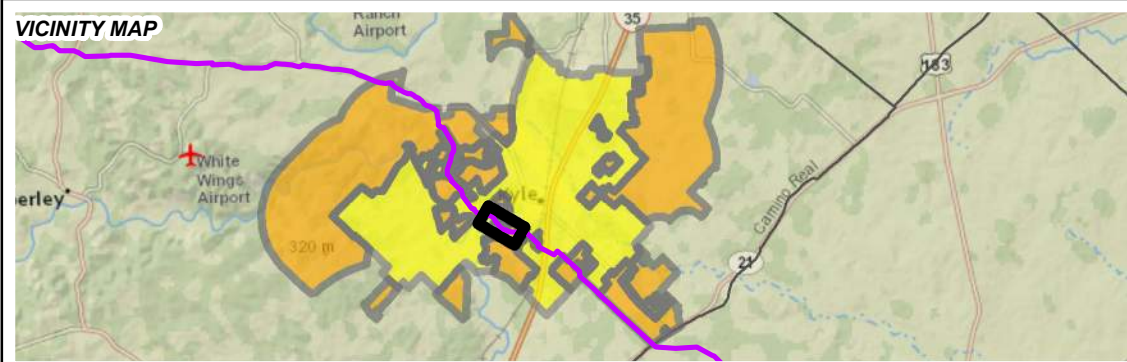
CITY AND ETJ OF KYLE, TEXAS
COUNTY: HAYS

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Permian Highway Pipeline

DATE: 10/2/2019 SHEET: PAGE 5 of 11

PERMIAN HIGHWAY PIPELINE



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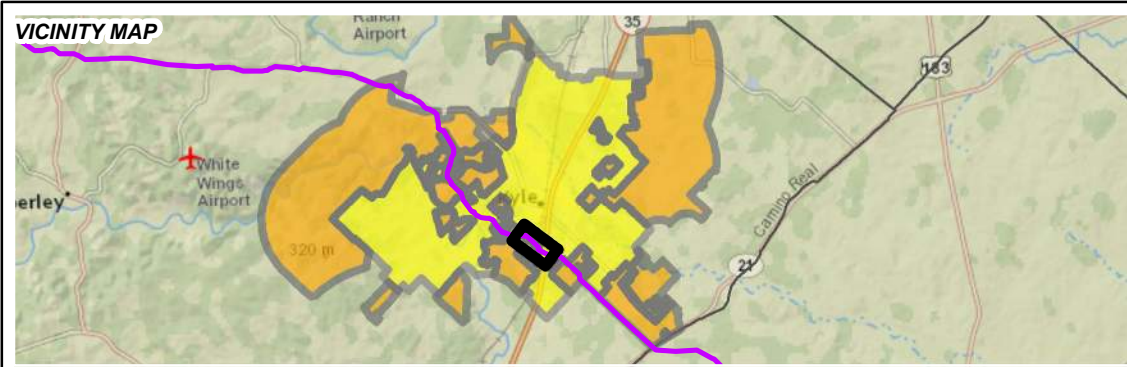
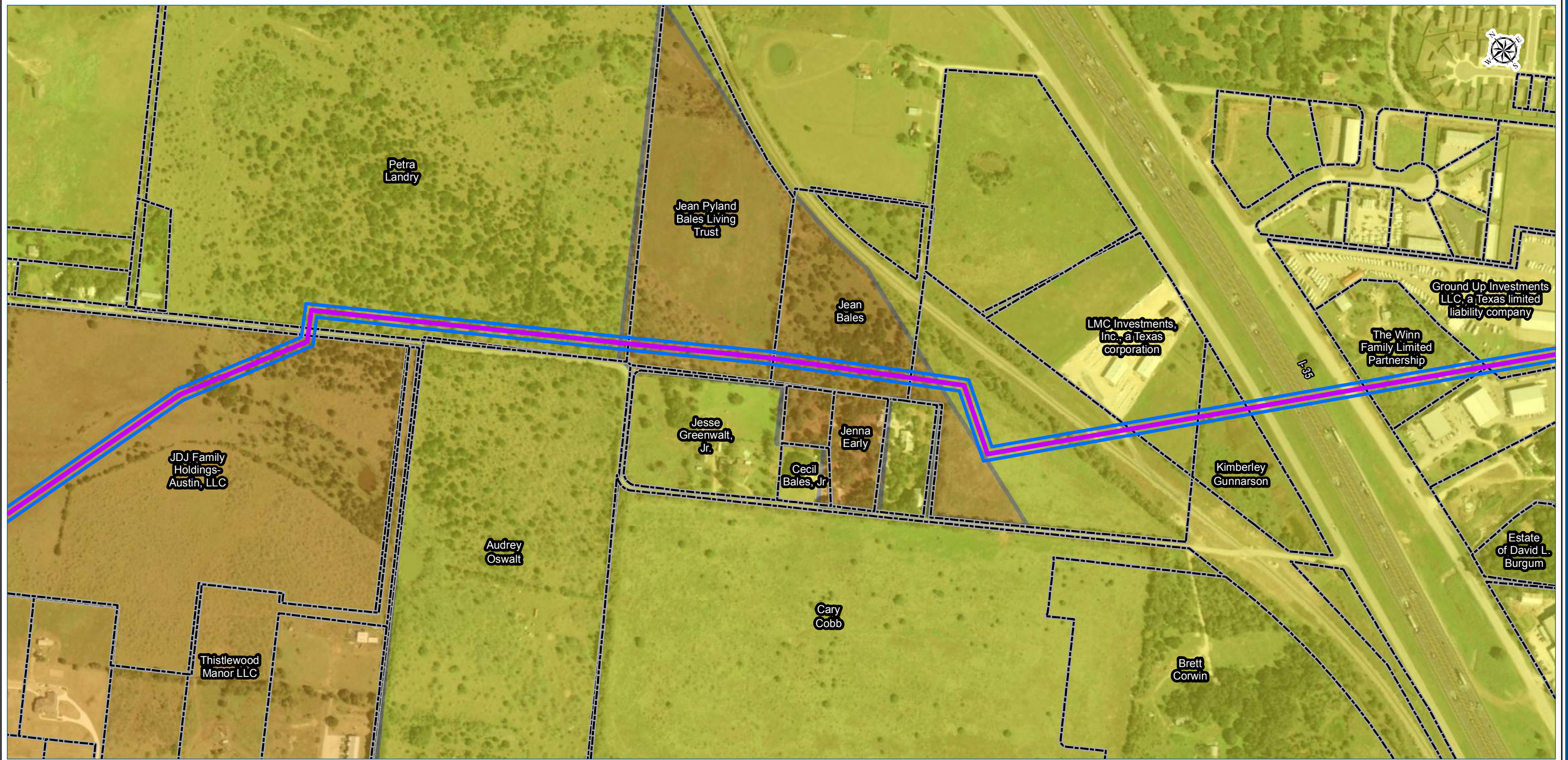
CITY AND ETJ OF KYLE, TEXAS
COUNTY: HAYS

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Permian Highway Pipeline

DATE: 10/2/2019 SHEET: PAGE 6 of 11

PERMIAN HIGHWAY PIPELINE



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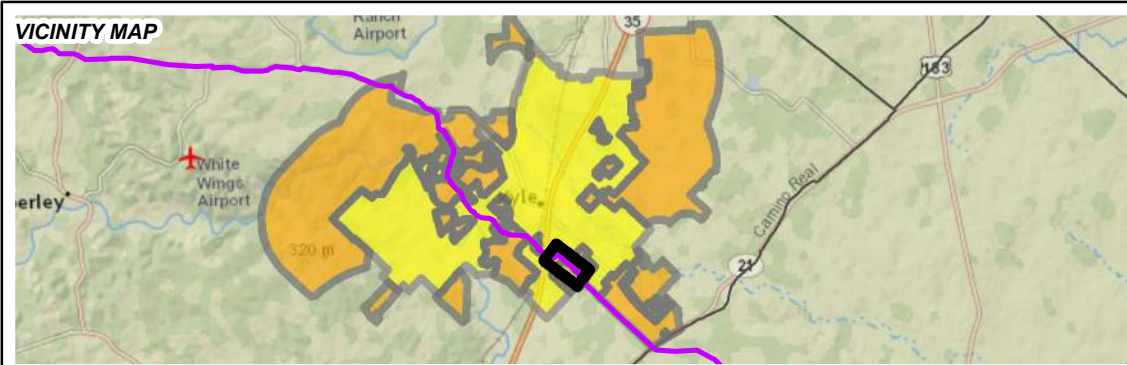
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COUNTY: HAYS

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Permian Highway Pipeline

DATE: 10/2/2019 SHEET: PAGE 7 of 11

PERMIAN HIGHWAY PIPELINE



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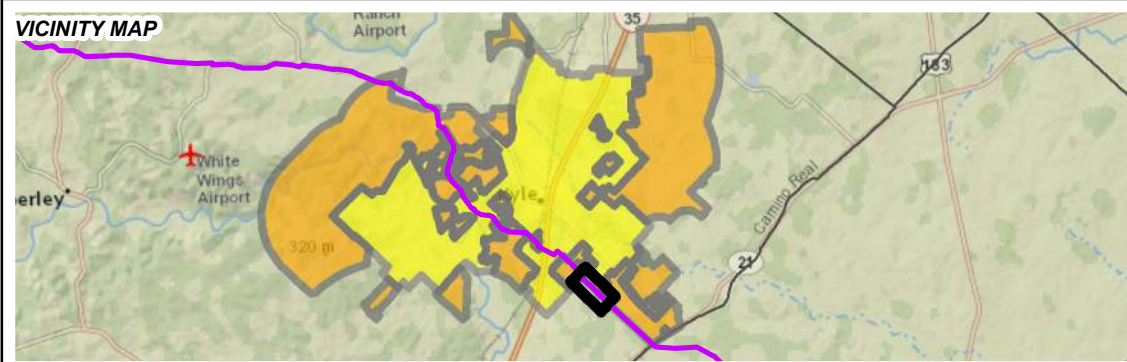
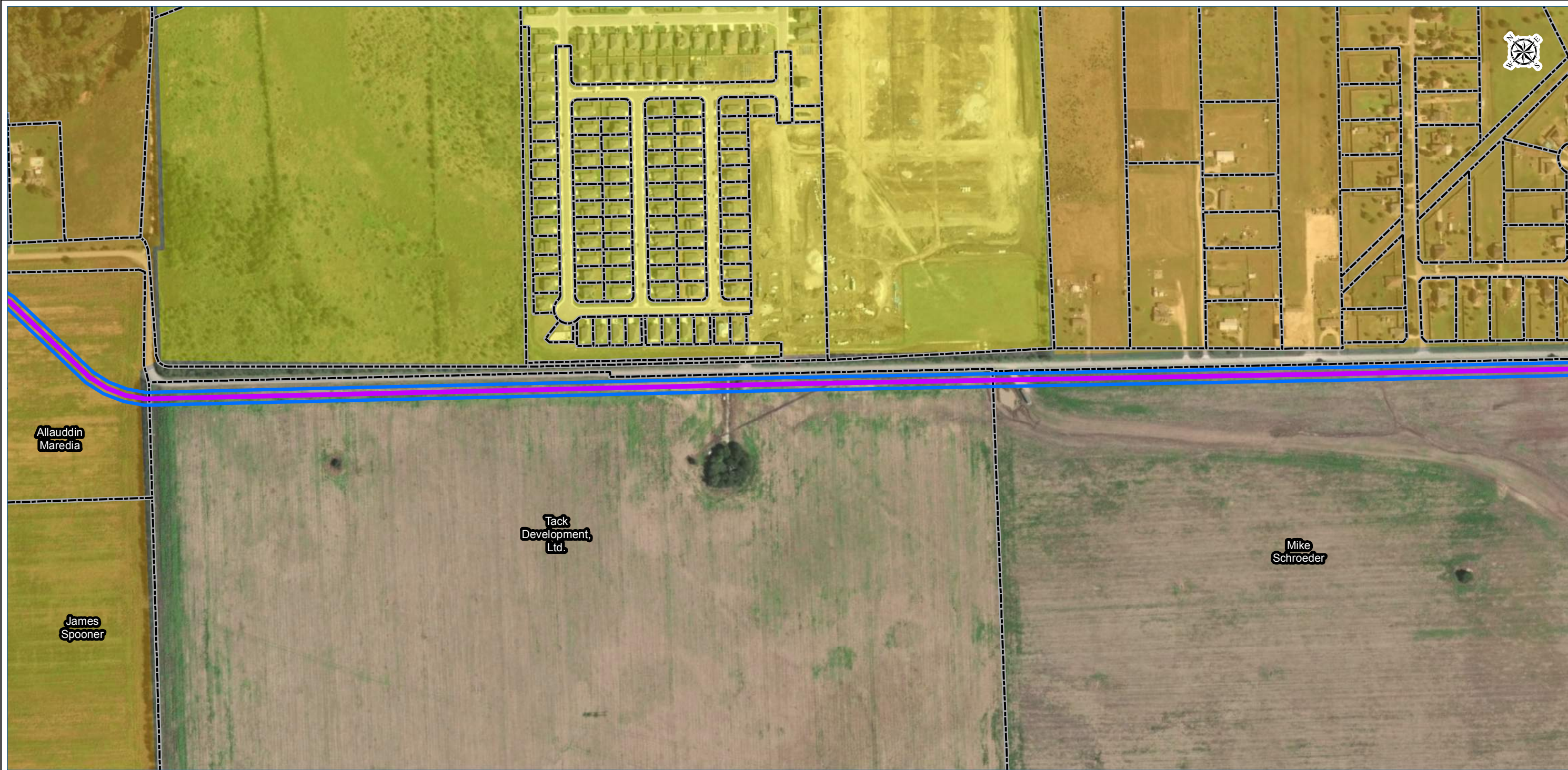
CITY AND ETJ OF KYLE, TEXAS
COUNTY: HAYS

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Permian Highway Pipeline

DATE: 10/2/2019 SHEET: PAGE 8 of 11

PERMIAN HIGHWAY PIPELINE



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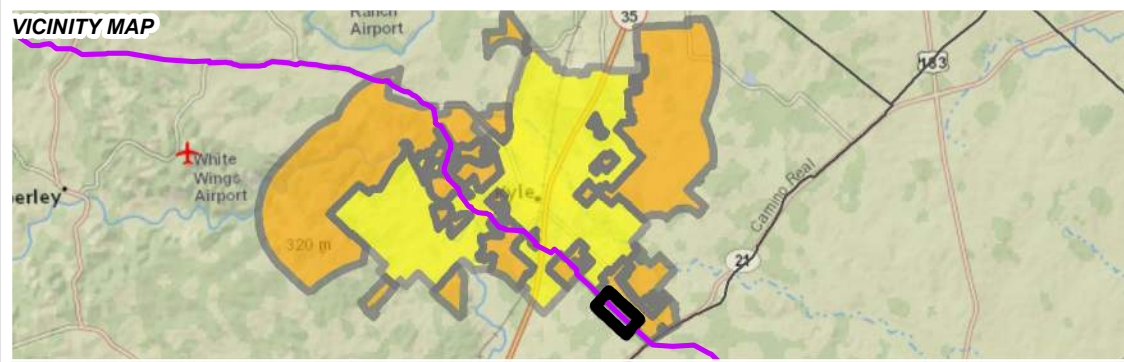
CITY AND ETJ OF KYLE, TEXAS
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Permian Highway Pipeline

DATE: 10/2/2019 SHEET: PAGE 9 of 11

PERMIAN HIGHWAY PIPELINE



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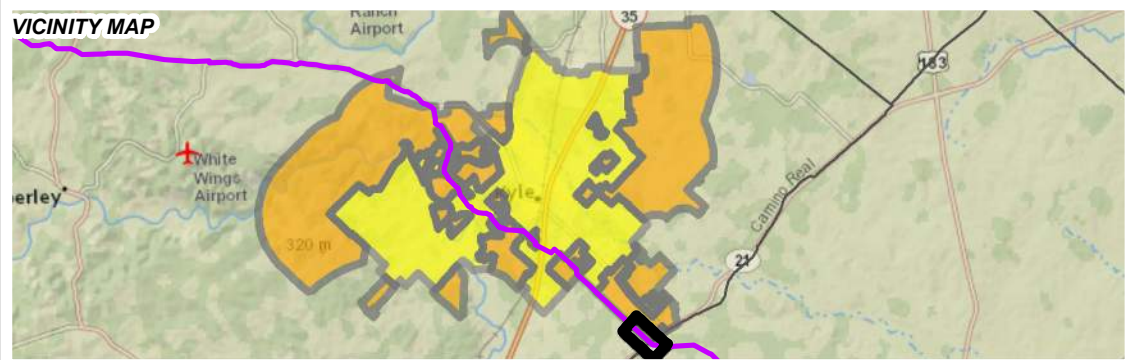
CITY AND ETJ OF KYLE, TEXAS
COUNTY: HAYS

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Permian Highway Pipeline

DATE: 10/2/2019 SHEET: PAGE 10 of 11

PERMIAN HIGHWAY PIPELINE



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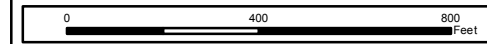


CITY AND ETJ OF KYLE, TEXAS

COUNTY: HAYS

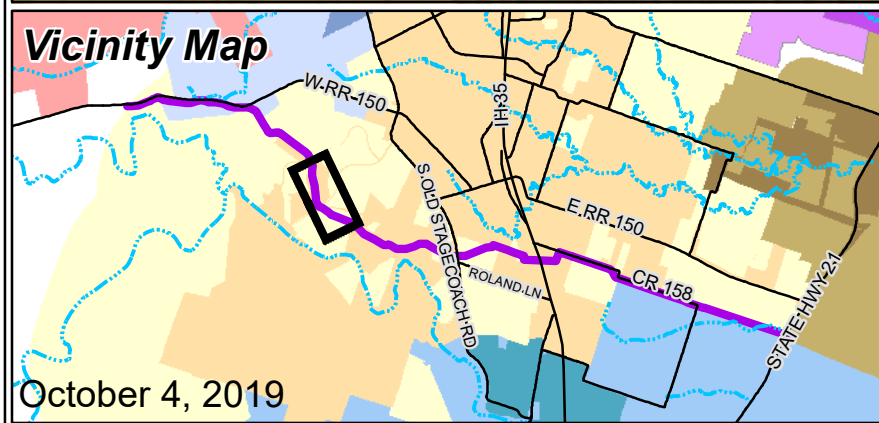
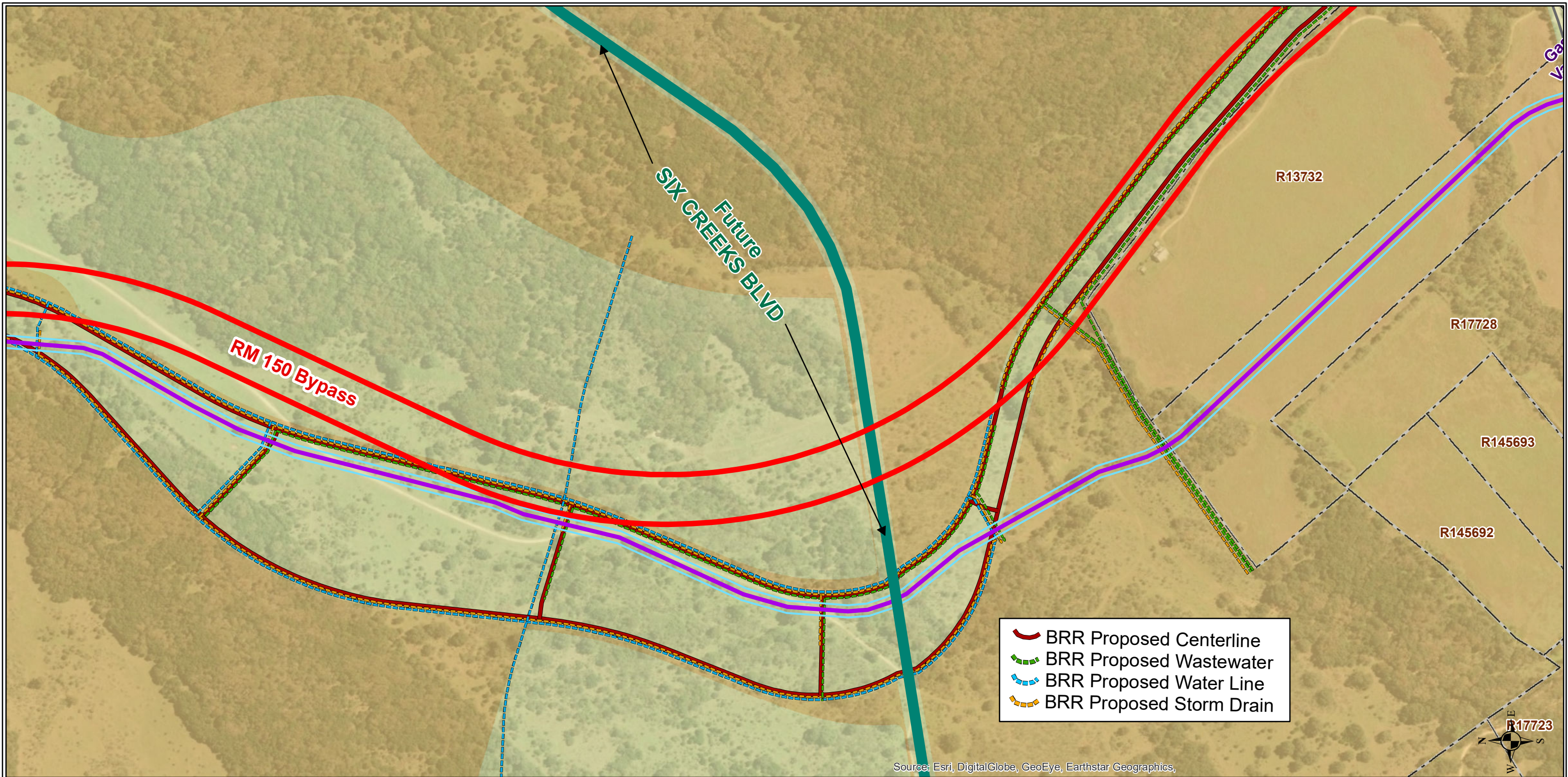
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DATE: 10/2/2019

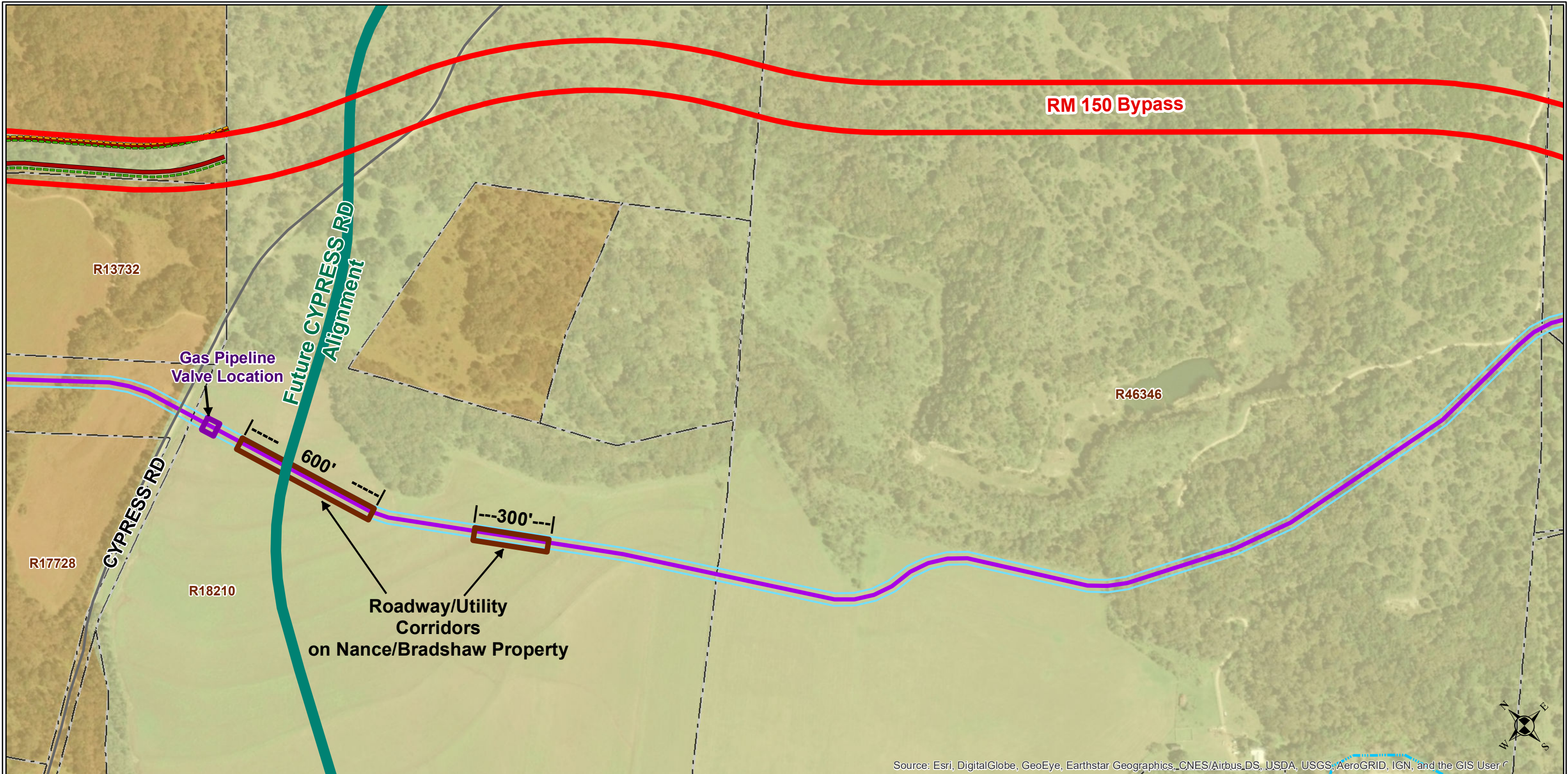
SHEET: PAGE 11 of 11



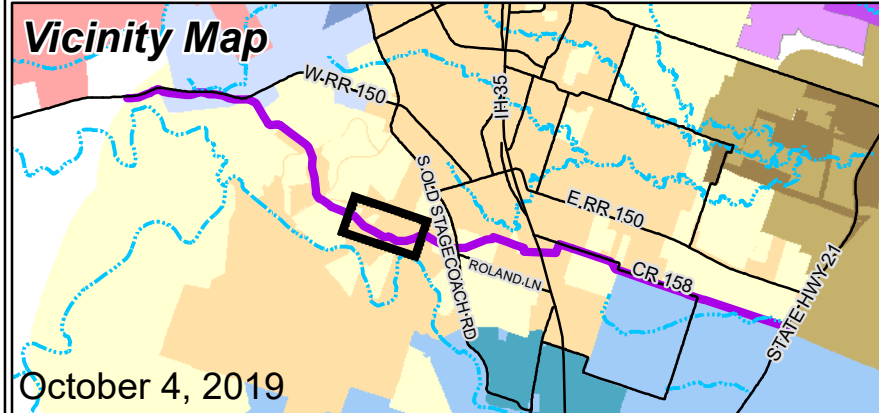
PHP Proposed Pipeline	Waste Water Lines	Jurisdiction
PHP Proposed Easement	Water Lines	KYLE
Property Lines	Storm Inlet	KYLE ETJ
Streams	Storm Sewer	
RM 150 Bypass		

Sheet **1 of 2**

Utility and Road Locations Near Proposed PHP



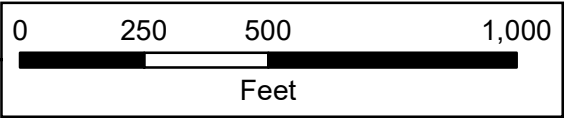
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus_DS, USDA, USGS, AeroGRID, IGN, and the GIS User C



October 4, 2019

	PHP Proposed Pipeline		Waste Water Lines	Jurisdiction	
	PHP Proposed Easement		Water Lines		KYLE
	Property Lines		Storm Inlet		KYLE ETJ
	Streams		Storm Sewer		
	RM 150 Bypass				

Utility and Road Locations Near Proposed PHP



UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

PERMIAN HIGHWAY PIPELINE, LLC §
AND KINDER MORGAN TEXAS §
PIPELINE, LLC, §

 Plaintiffs, §

 v. §

CITY OF KYLE, TEXAS, §

 Defendant. §

Civil Action No. 1:19-cv-00734-RP

**STIPULATED JOINT DISMISSAL WITHOUT PREJUDICE
PURSUANT TO RULE 41 OF THE FEDERAL RULES OF CIVIL PROCEDURE**

Pursuant to Rule 41(a) of the Federal Rules of Civil Procedure, it is hereby stipulated and agreed, by and between Plaintiffs Permian Highway Pipeline, LLC and Kinder Morgan Texas Pipeline, LLC and Defendant City of Kyle, Texas (collectively, the “Parties”), through their respective undersigned counsel, that the above-captioned action and all claims and defenses of both Parties are dismissed without prejudice, with each party to bear its owns costs and expenses, including attorneys’ fees.

Respectfully submitted,

By: /s/ Bill Kroger

Bill Kroger
State Bar No. 11729900
James H. Barkley*
State Bar No. 00787037
Baker Botts L.L.P.
One Shell Plaza
910 Louisiana Street
Houston, Texas 77002
713.229.1736
713.229.2836 (facsimile)
bill.kroger@bakerbotts.com
james.barkley@bakerbotts.com

Thomas R. Phillips
State Bar No. 00000022
Gavin R. Villareal
State Bar No. 24008211
98 San Jacinto Boulevard, Suite 1500
Austin, Texas 78701
512.322.2500
512.322.2501 (facsimile)
tom.phillips@bakerbotts.com
gavin.villareal@bakerbotts.com

ATTORNEYS FOR PLAINTIFFS
PERMIAN HIGHWAY PIPELINE, LLC AND
KINDER MORGAN TEXAS PIPELINE, LLC

*admitted *pro hac vice*

GRAVES, DOUGHERTY, HEARON &
MOODY, P.C.
401 Congress Avenue, Suite 2700
Austin, Texas 78701
(512) 480-5725 Telephone
(512) 536-9938 Telecopier

By: /s/ Matthew C. Powers

Matthew C. Powers
State Bar No. 24046650
mpowers@gdhm.com
Mary A. Keeney
State Bar No. 11170300
mkeeney@gdhm.com
Guillermo Alarcon
State Bar No. 24099176
galarcon@gdhm.com

ATTORNEYS FOR DEFENDANT
CITY OF KYLE, TEXAS

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

PERMIAN HIGHWAY PIPELINE, LLC §
AND KINDER MORGAN TEXAS §
PIPELINE, LLC, §

 Plaintiffs, §

 v. §

CITY OF KYLE, TEXAS, §

 Defendant. §

Civil Action No. 1:19-cv-00734-RP

AGREED ORDER OF DISMISSAL WITHOUT PREJUDICE

On September , 2019, Plaintiffs Permian Highway Pipeline, LLC and Kinder Morgan Texas Pipeline, LLC and Defendant City of Kyle, Texas (collectively, the “Parties”) filed a Stipulated Joint Dismissal Without Prejudice Pursuant to Rule 41 of the Federal Rules of Civil Procedure (the “Stipulation”) in which the Parties stipulated that the above-captioned action and all claims and defenses of both Parties are dismissed without prejudice, with each party to bear its owns costs and expenses, including attorneys’ fees.

It is, therefore, **ORDERED** that, pursuant to the Stipulation, this action and all claims and defenses of both Parties are **DISMISSED WITHOUT PREJUDICE**, with each party to bear their or its own costs and expenses, including attorneys’ fees.

SO ORDERED AND SIGNED on _____, 2019.

THE HONORABLE ROBERT J. PITMAN
UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM AND SUBSTANCE:

By: /s/ Bill Kroger

Bill Kroger
State Bar No. 11729900
James H. Barkley*
State Bar No. 00787037
Baker Botts L.L.P.
One Shell Plaza
910 Louisiana Street
Houston, Texas 77002
713.229.1736
713.229.2836 (facsimile)
bill.kroger@bakerbotts.com
james.barkley@bakerbotts.com

Thomas R. Phillips
State Bar No. 00000022
Gavin R. Villareal
State Bar No. 24008211
98 San Jacinto Boulevard, Suite 1500
Austin, Texas 78701
512.322.2500
512.322.2501 (facsimile)
tom.phillips@bakerbotts.com
gavin.villareal@bakerbotts.com

ATTORNEYS FOR PLAINTIFFS
PERMIAN HIGHWAY PIPELINE, LLC
AND KINDER MORGAN TEXAS
PIPELINE, LLC

GRAVES, DOUGHERTY, HEARON &
MOODY, P.C.
401 Congress Avenue, Suite 2700
Austin, Texas 78701
(512) 480-5725 Telephone
(512) 536-9938 Telecopier

By: /s/ Matthew C. Powers

Matthew C. Powers
State Bar No. 24046650
mpowers@gdhm.com
Mary A. Keeney
State Bar No. 11170300
mkeeney@gdhm.com
Guillermo Alarcon
State Bar No. 24099176
galarcon@gdhm.com

ATTORNEYS FOR DEFENDANT
CITY OF KYLE, TEXAS

*admitted *pro hac vice*

**BEFORE THE
RAILROAD COMMISSION OF TEXAS**

APPEAL OF PERMIAN HIGHWAY	§	
PIPELINE, LLC AND KINDER	§	GAS UTILITIES DOCKET
MORGAN TEXAS PIPELINE, LLC	§	NO. 10878
FOR DE NOVO REVIEW OF ACTION	§	
TAKEN BY THE CITY OF KYLE	§	

AGREED MOTION TO DISMISS

Petitioners Permian Highway Pipeline, LLC and Kinder Morgan Texas Pipeline, LLC and Respondents the City of Kyle, Texas, jointly file this Agreed Motion to Dismiss the above-styled proceeding. Petitioners and Respondents (jointly, the “Parties”) have entered into a settlement agreement dated September 2019, the terms of which, along with the execution of further agreements contemplated therein, resolve all issues in the present appeal. Accordingly, the Parties jointly seek dismissal of this appeal. For these reasons, the Parties hereby respectfully request that the ALJ grant this Agreed Motion to Dismiss and dismiss the appeal without prejudice.

Respectfully submitted,

LOCKE LORD LLP

By: /s/ John K. Arnold
John K. Arnold
Texas State Bar No. 24013829
John.Arnold@lockelord.com
David E. Harrell, Jr.
Texas State Bar No. 24001847
dharrell@lockelord.com
Deanna Willson
Texas State Bar No. 24092759
Deanna.Willson@lockelord.com
Russell Stockman
Texas State Bar No. 24110412
Russell.Stockman@lockelord.com
600 Travis, Suite 2800
Houston, Texas 77002
(713) 226-1383 – *telephone*

ATTORNEYS FOR PETITIONERS

**GRAVES DOUGHERTY HEARON &
MOODY**

By: /s/ William Christian
William Christian
Texas State Bar No. 00793505
wchristian@gdhm.com
Natasha J. Martin
Texas State Bar No. 24083255
nmartin@gdhm.com
Graves, Dougherty, Hearon, & Moody
401 Congress Ave, Suite 2200
Austin, Texas 78701

ATTORNEYS FOR RESPONDENTS