

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("Agreement") is made and entered into and effective the 15 day of April, 2021, by and between Seminole Pipeline Company, LLC (hereinafter referred to as "Utility"), and Williamson County, Texas, (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, Utility is the owner of certain 14" Seminole Mainline (LID 1) (herein called Facilities).

WHEREAS, County desires to construct proposed CR 258 Extension: From US 183 to Sunset Ridge. (hereinafter called "Project") and make improvements to Project as shown on plans submitted to Utility;

WHEREAS, to accommodate the Project, County desires Utility to perform certain facility modification/relocation work herein referred to as the "Work" and described as follows:

- ■ ■ Seminole Pipeline Company LLC's relocation consist of: the inspection, recoat, and casing fill/abandonment where it will be impacted by the construction and Right-of-Way taking associated with the proposed expansion of CR 258 and improvements and Right-of-Way taking on the re-aligned CR258B in Williamson County, Texas. Existing test stations will need to be removed and relocated to the new Right-of-Way limits if requested by Corrosion. Due to pipeline bends outside the pavement limits, the casing cannot be extended outside the existing Right-of-Way. The existing casing vents will be removed and the casing filled with casing filler to inert against shorts.
- County will reimburse Utility for engineering services, inspection services, internal cost and construction cost. (Eligible items based off the Williamson County Vendor Policy)
- Upon completion of Project, Utility will provide an as-built drawing of the relocation to the County.

WHEREAS, Utility, under the terms hereinafter stated, has evaluated the Project and is willing to perform Work to its Facilities to accommodate the Project, provided the County reimburses Utility for 100% of its eligible costs for labor and materials to do the Work.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, Utility agrees to perform the Work and permit the Project subject to the following terms and provisions:

1. County agrees that the description of the Work listed above contains a complete representation of the Work requested of Utility to accommodate the Project.
2. County shall, at its own expense, inspect the Work by Utility hereunder, to assure itself that the Work is being performed in compliance with the standards of County.
3. Though this agreement is based on the proposed "Good Faith Estimate" herein referred to as the "Estimate" listed below: (See Attachment "A" for detailed estimate)

Estimated 370 LF along with apparatus defined as Work = \$ 280,291.00

County agrees to bear 100% of the eligible costs incurred by Utility relating to the Work. Final eligible costs may be more or less than the Estimate, which shall not be construed as a limitation of

costs for such Work. County recognizes that Utility may use one or more contractors to perform the Work.

4. Upon completion of said Work, Utility shall make an accounting of final costs and provide County an invoice of the same. The final eligible cost may be greater or less than the Estimate and County shall be liable to Utility for 100% of the eligible final cost. After receipt and approval of invoice, County shall pay the full amount within 30 days.
5. County shall perform all operations and construction activities below or adjacent to the Facilities in a workmanlike and safe manner and in conformance with all applicable industry and governmental standards and conditions that may be imposed by Utility from time to time. No construction activity by County shall be performed under, across, or adjacent to the Facilities until the Work of Utility has been completed.
6. Notice shall be given to Utility by County, at least 48 hours in advance of commencement of any construction activity on or adjacent to the Facilities, excepting only cases of emergency. Said notice shall be given to Texas One-Call: 1-800-245-4545. In the event County breaches any of the terms, covenants or provisions of this Agreement and Utility commences litigation to enforce any provisions of this Agreement, the cost of attorneys' fees, interest and the attendant expenses will be payable to Utility by County upon demand.
7. To the fullest extent permitted by law, the County shall indemnify, save, hold harmless, and at Utility's option, defend Utility and its affiliated companies and their directors, officers, employees and agents from any and all claims, demands, cost (including reasonable attorney and expert witness fees and court costs), expenses, losses, causes of action (whether at law or in equity), fines, civil penalties, and administrative proceedings for injury or death to persons or damage or loss to property or other business losses, including those made or incurred by Utility or its directors, officers, employees, or agents and including environmental damage in any way arising from or connected with the existence, construction, operation, maintenance, removal or other operations arising out of the Work as described in this Agreement and the construction, operation and/or use of the Project by County, except those arising from Utility's sole negligence.
8. This Agreement supersedes every antecedent or concurrent oral and/or written declaration and/or understanding pertaining to the Work or construction activity by and between Utility and County.
9. As soon as possible after the document is prepared, Utility and County shall sign a Utility Joint Use Agreement and make a part hereof.

Unless an item below is stricken and initialed by the County and Utility, this agreement in its entirety consists of the following:

1. Utility Agreement - Wilco –U-35 – 100% County – Off System
2. Plans, Specification, and Estimated Costs (Attachment “A”)

3. Utility’s Schedule of Work and Estimated Date of Completion (Attachment “B”)
4. Eligibility Ratio (Attachment “C”)
5. Betterment Calculation and Estimates (Attachment “D”)
6. Proof of Property Interest – ROW-U-1A (Attachment “E”)
7. Wilco-U-80A – Joint Use Agreement (Attachment “F”)

IN WITNESS WHEREOF, we have hereunto set our hands on the day and year below.

UTILITY

Utility: Seminole Pipeline Company, LLC

Name of Utility

By:



Authorized Signature

Paul D. Lair

Print or Type Name

Title:

Agent and Attorney-in-Fact

Date:

April 15, 2021

WILLIAMSON COUNTY

By:

Authorized Signature

Print or Type Name

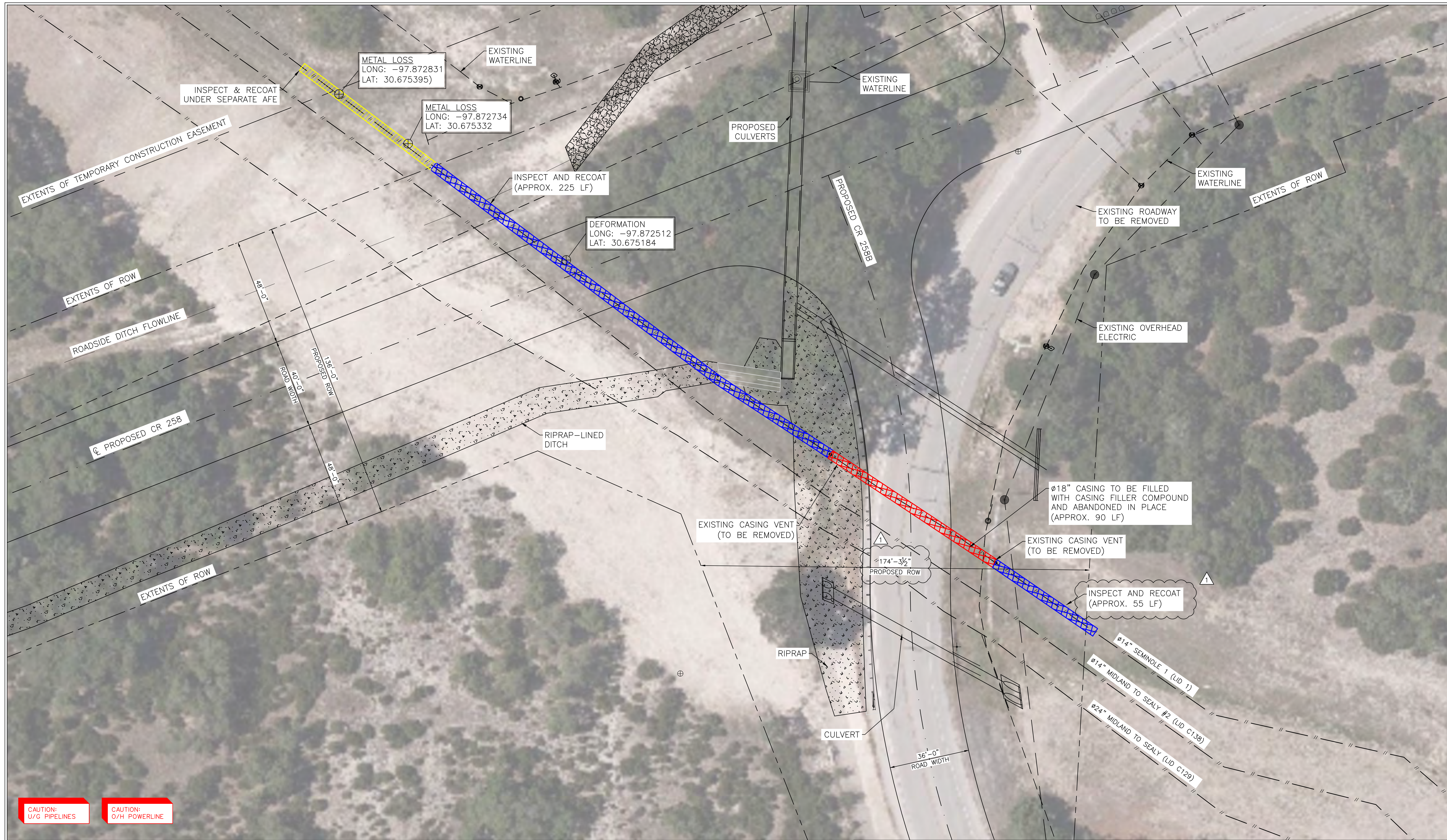
Title:

Williamson County Judge

Date:

Attachment A

Plans, Specifications, and Estimated Costs



NOTE:
 NATIVE FILES PROVIDED TO LJA ARE ASSUMED TO HAVE NAD83 TEXAS CENTRAL (ZONE 4203) STATE PLANE GRID COORDINATES IN US SURVEY FEET. A SCALE VALUE OF 0.99988 HAS BEEN APPLIED TO CONVERT THE GRID COORDINATES TO SURFACE COORDINATES.

NOTE:
 LJA ENGINEERING AND ITS CLIENTS MAKE NO REPRESENTATIONS OR WARRANTIES WITH REGARD TO THE LOCATION OR EXISTENCE OF UNDERGROUND UTILITIES, PIPELINES OR OBSTRUCTIONS. IT SHALL BE THE SOLE AND EXCLUSIVE RESPONSIBILITY OF THE CONTRACTORS TO IDENTIFY, LOCATE, AND COORDINATE WITH OWNERS DURING THE CROSSING OF ANY SUCH UNDERGROUND UTILITIES, PIPELINES OR OBSTRUCTIONS AND PROTECT SUCH UTILITIES, PIPELINES AND OBSTRUCTIONS FROM DAMAGE DURING CONSTRUCTION. CONTRACTOR SHALL COMPLY WITH THE STATE OF TEXAS ONE-CALL REQUIREMENTS.



SEMINOLE 1 (LID 1) ENCROACHMENT RESOLUTION
 SCALE: 1" = 20'

LJA Engineering, Inc.
 2615 Calder Avenue
 Suite 500
 Beaumont, Texas 77702

Phone 713.953.5200
 Fax 713.953.5026
 FRN - F-1386

NO.	REVISION	DRAWN	CHECKED	APPRVD	DATE
A	ISSUED FOR REVIEW	KBJ	JWB	JWB	12-NOV-2020
B	ISSUED FOR REVIEW	KBJ	JWB	JWB	16-MAR-2021


OVERALL PLAN
 INSPECT, RECOAT & CASING FILL
 LID1 ENCROACHMENT RESOLUTION
 WILLIAMSON COUNTY, TEXAS

DRAWING SCALE AS NOTED
 SCALE 10-NOV-2020

DRAWN BY KBJ
 CHECKED BY
 APPROVED BY

DOCUMENT CONTROL # XXXXX-CD-9001

ENTERPRISE APPROVED DATE
 ENTERPRISE PROJECT #
 DRAWING NUMBER XXXXX-CD-9001



Project Cost Estimate

Project Title:	
Project ID:	DB 14479
Project Location:	Williamson County, TX
Revision Number:	3/31/21
Scenario Name:	
Estimate Type:	Definitive
Cost Center:	00455 (Owner: Seminole Pipeline Company)
Project Type:	Reimbursable
AFE Classification:	Stay in Business

Item Description	Rate
Tax - Labor/Services	0.00%
Tax - Material	0.00%
Capitalized Int. (Y1)	0.00%
Capitalized Int. (Y2)	0.00%

1.0 - GENERAL EQUIPMENT & MATERIALS		\$ -	0%
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Line Item	Item Description	Units	Qty	Unit Rate	Cost	Taxes	AFE Total	Notes
\$ - 0%								

2.0 - COMMUNICATION / IT EQUIPMENT		\$ -	0%
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Line Item	Item Description	Units	Quantity	Unit Rate	Cost	Taxes	AFE Total	Notes
\$ - 0%								

3.0 - OPERATING SUPPLIES		\$ -	0%
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Line Item	Item Description	Units	Quantity	Unit Rate	Cost	Taxes	AFE Total	Notes
\$ - 0%								

4.0 - GENERAL CONTRACTS		\$ 135,000.00	48%
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Line Item	Item Description	Units	Quantity	Unit Rate	Cost	Taxes	AFE Total	Notes	
Construction contracts-misc								\$ 135,000.00	

4.3	0	1. General Contractor - Mobilization, Excavation, Sand blast pipe for inspection and recoat, Fabrication and abandonment of Casing and vent pipe, Install wax, backfill and demobilize	lot	1	\$ 135,000	\$ 135,000	\$ -	\$ 135,000.00	Average of 3 contractors
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5.0 - ENGINEERING		\$ 17,500.00	6%
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Line Item	Item Description	Units	Quantity	Unit Rate	Cost	Taxes	AFE Total	Notes
\$ 17,500.00								

5.2	0	Project Engineering	lot	1	\$ 10,000	\$ 10,000	\$ -	\$ 10,000.00	
	0	Survey Services (Const Staking, Asbuilt)	days	1	\$ 7,500	\$ 7,500	\$ -	\$ 7,500.00	

6.0 - INSPECTIONS COSTS		\$ 39,700.00	14%
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Line Item	Item Description	Units	Quantity	Unit Rate	Cost	Taxes	AFE Total	Notes
\$ 1,250.00								

6.2	0	Environmental Desktop Review	ea.	1	\$ 1,250	\$ 1,250	\$ -	\$ 1,250.00	
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Line Item	Item Description	Units	Quantity	Unit Rate	Cost	Taxes	AFE Total	Notes
\$ 25,200.00								

6.7	0	Chief Inspector (Welding)/COR	day	12	\$ 1,100	\$ 13,200	\$ -	\$ 13,200.00	
	0	Contract Operations Representative (COR)	day	12	\$ 1,000	\$ 12,000	\$ -	\$ 12,000.00	

6.8	0	NDE Services	day	5	\$ 2,650	\$ 13,250	\$ -	\$ 13,250.00	
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7.0 - INTERNAL COSTS		\$ 14,740.00	5%
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Line Item	Item Description	Units	Quantity	Unit Rate	Cost	Taxes	AFE Total	Notes
\$ 500.00								

7.5	0	Office Cost & Travel Expenses	ea.	1	\$ 500	\$ 500	\$ -	\$ 500.00	
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Line Item	Item Description	Units	Quantity	Unit Rate	Cost	Taxes	AFE Total	Notes
\$ 14,240.00								

7.6	0	Project Manager	hr.	80	\$ 150	\$ 12,000	\$ -	\$ 12,000.00	
	0	Pipeline Tech./Operator	hr.	4	\$ 85	\$ 340	\$ -	\$ 340.00	
	0	Corrosion Technician	hr.	5	\$ 80	\$ 400	\$ -	\$ 400.00	
	0	Land Support	hr.	10	\$ 90	\$ 900	\$ -	\$ 900.00	
	0	Admin	hr.	10	\$ 60	\$ 600	\$ -	\$ 600.00	

8.0 - LEGAL/PROFESSIONAL SERVICES/EHS&T		\$ 5,000.00	2%
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Line Item	Item Description	Units	Quantity	Unit Rate	Cost	Taxes	AFE Total	Notes
\$ 5,000.00								

8.4	0	Temporary Work Space outside ROW	ea.	2	\$ 2,500	\$ 5,000	\$ -	\$ 5,000.00	Land Quote
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9.0 - ACCOUNTING		\$ -	0%
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Line Item	Item Description	Rate	Unit Rate	Cost	Basis	AFE Total	Notes
\$ -							

PROJECT CONTINGENCY		\$ 31,791.00	11%
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Line Item	Item Description	Rate (%)	Unit Rate	Cost	Weighted Average	Subtotal	Notes
7.1	Contingency					\$ 31,791	
	4.0 - GENERAL CONTRACTS	15%	Rate	\$135,000	64%	\$ 20,250	
	5.0 - ENGINEERING	15%	Rate	\$17,500	8%	\$ 2,625	
	6.0 - INSPECTIONS COSTS	15%	Rate	\$39,700	19%	\$ 5,955	
	7.0 - INTERNAL COSTS	15%	Rate	\$14,740	7%	\$ 2,211	
	8.0 - LEGAL/PROFESSIONAL SERVICES/EHS&T	15%	Rate	\$5,000	2%	\$ 750	

PROJECT SUMMARY	
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Summary	AFE Total
Subtotal	\$211,940
Contingency & Insurance	15% \$31,791
Capitalized Interest	\$0
Project Overhead	15% \$36,560
Total	\$280,291

COST RESPONSIBILITIES	
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Enterprise	0.00%	\$0.00
HCED	100.00%	\$280,291.00

Notes / Assumptions:	
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- The scope includes the inspection and recoat of a casing extension and anomalies identified by the asset integrity group on the west side of Co-Rd Ext-CR258 on the Seminole "Seminole Mainline" (LID 1 / PODS 581). Project coordinates: 30.675074, -97.872441.
- Project overhead is percentage by which the project costs are multiplied to recover internal labor, supervision, management, pipeline overhead, corporate overhead, and cost of capital.
- Assumed that there will be rock encountered during excavation activities.
- Contingency not included in estimate as per Harris County requirement. This project is 100% reimbursable by Williamson County.

Attachment B

Utility's Schedule of Work and Estimated Date of Completion

Estimated Start Date: Mid May 2021

Estimated Completion Date: End of June 2021



AFE Project No.: DB 14479

Project Title: Williamson Co-Rd Ext-CR258

City/County/State: Williamson County, Texas

Date: 3/31/21

PRELIMINARY SCOPE OF WORK

The project includes the inspection, recoat, and casing fill/abandonment on the Ø14" Seminole Mainline (LID 1) where it will be impacted by the construction and ROW taking associated with the proposed expansion of CR 258 and improvements and ROW taking on the re-aligned CR258B in Williamson County, Texas. Existing test stations will need to be removed and relocated to the new ROW limits if requested by Corrosion. Due to pipeline bends outside the pavement limits, the casing cannot be extended outside the existing ROW. The existing casing vents will be removed and the casing filled with casing filler to inert against shorts.

Project coordinates: -97.872512, 30.675184

1. Contractor shall make one-call
2. Set approved traffic control signs and barriers as needed.
3. Furnishing and installing timber matting as required by work conditions.
4. Contractor to excavate and expose pipeline. The excavation buffer zone around the existing pipe of 18" + ½ of Pipe Diameter.
5. Contractor shall adequately support the pipeline with stable materials (sand bags / cement bags) not exceeding 15 ft. apart.
6. Contractor shall remove pipeline existing coating and test for Asbestos Containing Materials (ACM). If ACM exist, disposed in accordance with Enterprise Asbestos Removal Procedure (Coordinate with Operations).
7. Contractor shall sand blast the pipe to SSPC-SP 10 Near-White Blast Cleaning.
8. Inspect pipeline (By Enterprise NDE Contractor)
9. Contractor shall recoat carrier pipe minimum 30 mils of Specialty Polymer Coating "SP-2888 R.G.
10. Supply and install **Advance Products & Systems** with neoprene rubber casing insulator or equivalent at maximum spacing of 8 ft. on center and 4 ft. max. from the end of casing.
11. Furnish and weld a 2" wide, ¼" thick steel backing strip along the longitudinal welds of the split casings to prevent damage to the existing carrier pipe and coating during the welding of the split casing.
12. Install and weld the split casings over the existing pipeline.
13. Supply and install **Thunderline Link-Seals** or equivalent on the end of the casing pipe.
14. Supply & pump Indrawax 8070 wax or equivalent
15. Cut off and dispose the existing casing vents approximately 6 inches above the existing casing. Cap the existing vents weld caps.

16. Install vent pipe on casing from the top of the casing pipe and extend vent pipe to 4 feet above the existing ground.
17. Install new casing CP Test Station per the direction of the Operations.
18. Backfilling of excavated trench using stabilize sand to top of casing. Continue backfill and the rest with previously excavated material. Compact to 95% of standard proctor (compaction report required)
19. Restore work site to original condition or better.
20. Demobilize from site.

- Notes:**
1. The contractor will supply all labor, materials including casing pipes and accessories, mats, equipment and consumables except CP test stations and its associated parts.
 2. P/Ls dept of cover: approx 6 feet.

Enterprise Contacts: Project Manager: George Chukwu – 713-381-2444, gcchukwu@eprod.com

Attachment C

Eligibility Ratio

See Attachment "H" for proof of property interest, which is established at 100 % eligible.

Attachment D

Betterment Calculation and Estimates

Betterment does not exist in this agreement.

Attachment E

Proof of Property Interest

GRANT OF EASEMENT

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) in hand paid, receipt and sufficiency of which is hereby acknowledged, and a further sum, equal in the aggregate to 13⁰⁰ per rod for each lineal rod of pipeline to be constructed under the terms hereof, to be paid after a survey establishing the route of the line has been completed, and before construction is commenced, I, or we,

JR
BYRON FULLERTON

hereinafter referred to as "Grantor" (whether one or more), do hereby grant, bargain, sell and convey unto SEMINOLE PIPELINE COMPANY, its successors and assigns, hereinafter referred to as "Grantee", the right privilege and easement, at any time and from time to time to construct, maintain, inspect, operate, protect, repair, replace, change the size of, or remove a pipeline or pipelines, and other appurtenances, within the confines of a right of way Fifty feet in width, said right of way being 15 feet on the North/~~XX~~ side and 35 feet on the South/~~XX~~ side of a line (to be ~~X~~) surveyed and definitely established by the centerline of the initial pipeline constructed for the transportation of natural gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipeline, together with the right of ingress and egress to and from the same for the purposes aforesaid, over, under, through and across the following described lands, of which the Grantor warrants they are the owners in fee simple, situated in the County of WILLIAMSON State of TEXAS to wit:

A tract or parcel of land containing 42.30 acres, more or less, being out of the B. Manlove Survey, Abstract No. 417, more particularly described in a deed from Herschell B. Gaddy, Jr. and wife, Dorothy D. Gaddy to Byron Fullerton, dated May 26, 1967, and recorded in Deed Book 499, at Page 351, in the Office of the County Clerk of Williamson County, State of Texas.

TO HAVE AND TO HOLD said right of way and easement unto said Grantee, its successors and assigns forever.

It is agreed that the pipeline or pipelines to be laid under this grant shall be constructed at sufficient depth below the surface of the ground to permit normal cultivation, and Grantor shall have the right to fully use and enjoy the above described premises, subject to the rights herein granted.

Grantee shall have the right to clear and keep clear all trees, undergrowth and other obstructions from the herein granted right of way, and Grantor agrees not to build, construct or create, nor permit others to build, construct or create any buildings or other structures on the herein granted right of way that will interfere with the normal operation and maintenance of the said line or lines.

Grantee agrees to pay to the then owners and to any tenant, as their interests may be, any and all damages to crops, timber, fences, drain tile, or other improvements on said premises that may arise from the exercise of the rights herein granted. Any payment due hereunder may be made direct to the said Grantor or any one of them.

Grantor hereby expressly agrees that in the event the route of the pipeline or pipelines to be constructed hereunder should cross any roads, railroads, creeks, rivers or other waterways located on the above described land or other places requiring extra working space, then Grantee shall have the right and temporary access to additional working space which may be necessary for construction and Grantee agrees to pay Grantor any and all damages which Grantor suffers by reason of Grantee's use of said additional working space.

Grantor represents that the above described land (is) (~~is~~) rented for the period beginning YEAR TO YEAR 19 to , 19 on (cash) (crop) basis to B. TURNER

The terms and conditions hereof shall be binding upon and inure to the benefits of the heirs, executors, administrators, devisees, successors, trustees or assigns of the parties hereto.

In Witness Whereof the said Grantor has hereunto set his hand and seal, this 9 day of FEB, 1961.

WITNESS:

Donna Milian

Byron Fullerton
BYRON FULLERTON

Martin J. Ralls

(Individual)

FOR USE ONLY IN NEW MEXICO, TEXAS, OKLAHOMA, MISSOURI, NEBRASKA, MINNESOTA, WISCONSIN, IOWA, KANSAS
STATE OF _____ }
COUNTY OF _____ } SS.

BE IT REMEMBERED, That on this _____ day of _____, A.D., 19 _____ before me, a
Notary Public in and for said County and State, personally appeared _____

to me known to be the identical person _____ described in and who executed the within and foregoing instrument, and acknowledged to me
that _____ executed the same as _____ free and voluntary act and deed for the uses, purposes, and consideration therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal, the day and year first above written.

My commission expires _____ Notary Public

STATE OF _____ }
COUNTY OF _____ } SS.

BE IT REMEMBERED, That on this _____ day of _____, A.D., 19 _____ before me, a
Notary Public in and for said County and State, personally appeared _____

to me known to be the identical person _____ described in and who executed the within and foregoing instrument, and acknowledged to me
that _____ executed the same as _____ free and voluntary act and deed for the uses, purposes, and consideration therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal, the day and year first above written.

My commission expires _____ Notary Public

STATE OF _____ }
COUNTY OF _____ } SS.

BE IT REMEMBERED, That on this _____ day of _____, A.D., 19 _____ before me, a
Notary Public in and for said County and State, personally appeared _____

to me known to be the identical person _____ described in and who executed the within and foregoing instrument, and acknowledged to me
that _____ executed the same as _____ free and voluntary act and deed for the uses, purposes, and consideration therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal, the day and year first above written.

My commission expires _____ Notary Public

STATE OF _____ }
COUNTY OF _____ } SS.

BE IT REMEMBERED, That on this _____ day of _____, A.D., 19 _____ before me, a
Notary Public in and for said County and State, personally appeared _____

to me known to be the identical person _____ described in and who executed the within and foregoing instrument, and acknowledged to me
that _____ executed the same as _____ free and voluntary act and deed for the uses, purposes, and consideration therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal, the day and year first above written.

My commission expires _____ Notary Public

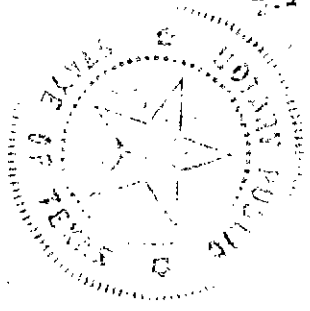
STATE OF TEXAS)

COUNTY OF Williamson

BEFORE ME, Frances Mason, on this day personally appeared Martin J. Patterson

known to me to be the person whose name is subscribed as a witness to the foregoing instrument of writing, and after being duly sworn by me stated on oath that he saw Bryson Fullerton, the Grantor or person who executed the foregoing instrument, subscribed the same and that he had signed the same as a witness at the request of the Grantor.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12th day of Feb, 1981.



Martin J. Patterson

Frances Mason
Notary Public
FRANCES MASON

My Commission Expires:

Jan. 29, 1985

THE STATE OF TEXAS }
County of Williamson }

I, James N. Boydston, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication, was filed for record in my office on

the 5th day of Mar. A.D. 1981 at 11:00 o'clock A. M., and duly recorded this

the 5th day of Mar. A.D. 1981 at 5:50 o'clock P. M., in the

Deed Records of said County, in Vol. 828 pp. 114

WITNESS MY HAND and seal of the County Court of said County, at office in Georgetown, Texas, the date last above written.

By Juanita Loungate Deputy

JAMES N. BOYDSTON, CLERK,
County Court, Williamson County, Texas

F

INDEXED
324
MAR 5 1981

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FILED FOR RECORD
at 11:00 o'clock A M.

MAR 5 1981

5
5:50

JAMES N. BOYDSTON
Clerk County Court, Williamson Co., Tex.
By Kathy Davis Deputy

828
114

5.00 pd. ck.
M. Seminole
Box 3624
San Angelo

Seminole Pipeline Company

2001 BRYAN TOWER • DALLAS, TEXAS 75201
214/744-2741

December 17, 1980

Board of Commissioners
Williamson County, Texas

Dear Sir:

Seminole Pipeline Company, (Seminole), a Delaware Corporation, authorized to do business in the State of Texas as a common carrier pipeline company, proposes to build a pipeline from Seminole, Texas to the gulf coast area. This pipeline will be a 14" O.D., L.P.G. line and will cross your county as shown on the map enclosed herewith, which by this reference is made a part hereof.

Also enclosed herewith, please find "Typical" plan and profile drawings (1) for paved roads, (2) for unpaved roads, showing construction details for crossings to be made. Please note that (1) all crossings are bored, (2) paved road crossings are encased, (3) highest part of pipe will be a minimum of 48" beneath the lowest part of the ditch. The aforementioned drawings, by this reference, are made a part hereof, for all purposes.

In accordance with Article 111.020 of the Natural Resources Code of the State of Texas, Seminole hereby respectfully requests permission to cross county roads within your county.

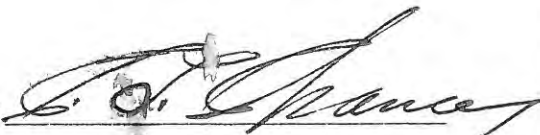
If you agree with these proposed crossings of roads within your county, please indicate your approval by signing and dating the copy of this letter enclosed and return same in the self-addressed stamped envelope provided.

Your cooperation is greatly appreciated.

Sincerely yours,



Charles Alter
Seminole Pipeline Company

Approved: 

Title: County Judge

Date: January 12, 1981

Enclosures
CA/mc

18
400

RESOLUTION

BE IT RESOLVED: That permission will be granted to utility companies and private industrials to install water pipe lines, wires and cables in road and street rights of way maintained by Williamson County, Texas, provided the following restrictions be maintained:

1. Hard surfaced roads may be cut, with commissioners court approval. All pipelines shall be installed in a pipe encasement and three feet outside each crown line.

2. That all pipe or cable across or in borrow ditches shall have at least 30 inches of cover above the top of the pipe or casing.

3. That all dirt or gravel and paved surfaced roads which are open cut shall be replaced in such a manner that there be no settling of the roadway surface and the roadway surface be replaced in like material.

4. That all pipelines, cable and casing so installed in rights of way and parallel to the right of way line shall not approach the crown of the road closer than 6 feet.

5. That all dirt, brush, debris and construction materials shall be removed and right of way left in a tidy condition including fences, driveway culverts, and drainways.

6. That all precautions be practiced for the safety of the public, including the use of signs, flares, flashers, and barricades. Where necessary, flagmen shall be employed for safe movement of traffic.

7. Cost of any re-routing caused by road changes shall be borne by the utility company or private industrial.

8. All crossings shall be marked by location indicators.

9. Said County shall not be responsible for any breaking of water lines or cables caused by operation of road machinery.

10. Before final payment to contractor, inspection must be made by the county commissioner concerned.

11. Any major repair or new project will be submitted to the Commissioners Court with all detailed information.

By action of the Commissioners' Court of Williamson County, Texas this 23rd day of December, 1974, and recorded in the minutes of this Court.


C. L. CHANCE
COUNTY JUDGE

C. L. CHANCE, COUNTY JUDGE
JAMES N. BOYDSTON, COUNTY CLERK

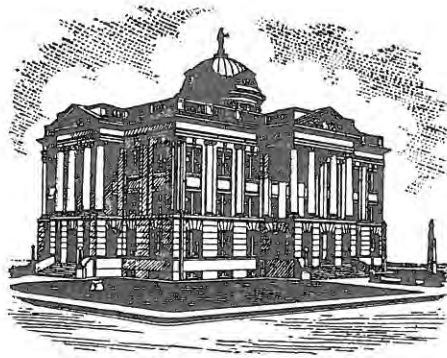
JIM BOUTWELL, SHERIFF
WILLIAM F. JACK, TAX ASSESSOR & COLLECTOR

BILLY RAY STUBBLEFIELD, COUNTY ATTORNEY
MRS. VIOLA HONEYCUTT, COUNTY TREASURER

TORNEY
TREASURER

BEN W. KURIO, COUNTY AUDITOR
MRS. DORRACE HODGES, ASSISTANT AUDITOR

26TH JUDICIAL DISTRICT
WILLIAM S. LOTT, DISTRICT JUDGE
KENNETH (BUD) JORDAN, DISTRICT CLERK
EDWARD J. WALSH, DISTRICT ATTORNEY
ROY STUBBS, JR. COURT REPORTER



COUNTY COMMISSIONERS
CARL E. LIDELL, PRECINCT NO. 1, GEORGETOWN
WESLEY FOUST, PRECINCT NO. 2, FLORENCE
RAYMOND H. RISTER, PRECINCT NO. 3, GRANGER
JERRY L. MEHEVEC, PRECINCT NO. 4, TAYLOR

Williamson County

Georgetown, Texas 78626

January 15, 1981

Seminole Pipeline Company
2001 Bryan Tower
Dallas, Texas 75201

ATTENTION: Mr. Charles Alter

Dear Mr. Alter:

With reference to your letter and the map of the pipeline crossings in our county, the Commissioners' Court at its meeting of January 12th agreed with your proposals and authorized me to sign this agreement in this matter. This signed copy is enclosed herewith.

Yours very truly,

C. L. CHANCE
County Judge

CLC:f1
Encl.

Attachment F

Wilco – U-80A – Joint Use Agreement

Utility Joint Use Agreement 80A

Agreement No. WC-JUA-UTILITY-CR 258 Extension- Enterprise

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

County: Williamson
Road Location: CR 258 Extension:
From U.S. 183 to Sunset Ridge

WHEREAS, Williamson County, hereinafter called the **County**, proposes to make certain roadway improvements on that section of the above indicated roadway; and

WHEREAS, Seminole Pipeline Company, LLC, hereinafter called the **Owner**, proposes to relocate certain of its facilities on, along or across, and within or over such limits of the roadway right of way as indicated on the plans attached, executed by **Owner** on the 15 day of April, 2021, or on location sketches attached hereto except as provided below;

NOW, THEREFORE, it is hereby mutually agreed that joint use for both roadway and utility purposes will be made of the area within the right of way limits as such area is defined and to the extent indicated on the aforementioned plans or sketches. Where **Owner** by reason of ownership within the area described above of an easement or fee title has the right to alter, modify or add to facilities presently located within the area described or construct additional facilities therein, such right is hereby retained, provided, however, if existing facilities are to be altered or modified or new facilities constructed within said area the **Owner** agrees to notify the **County** prior thereto, to furnish necessary sketches showing location, type of construction and methods to be used for protection of traffic, and if, in the sole opinion of the **County**, such alteration, modification or new construction will injure the roadway or endanger the traveling public using said roadway, the **County** shall have the right, after receipt of such notice, to prescribe such regulations and rules for the work proposed by **Owner** as the **County** deems necessary for the protection of the roadway facility and the traveling public using said roadway; provided further, however, that such regulations and rules shall not extend to the requiring of the placement of intended overhead lines underground or the routing of any lines outside of the area of joint usage above described.

In the event of an emergency, it being evident that immediate action is necessary for protection of the public health and safety and to minimize property damage and loss of investment, either party hereto may at their own responsibility and risk make necessary emergency repairs, notifying the other party hereto of this action as soon as is practical.

Participation in actual costs incurred by the **Owner** for any future adjustment, removal or relocation of utility facilities required by roadway construction shall be in accordance with this Agreement and the laws of the State of Texas. Except as expressly provided herein, (1) the **Owner's** rights of access to the through-traffic roadways and/or ramps shall be subject to the same rules and regulations as apply to the general public, and (2) the **Owner** and the **County**, by execution of this agreement, do not waive or relinquish any right which they may have under the law or Constitution of this State.

In the event the **Owner** fails to comply with the requirements as set out herein, the **County** may take such action, as it deems appropriate to compel compliance.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

Owner: Seminole Pipeline Company, LLC

Utility Name

By 
Authorized Signature

Title: Agent and Attorney-in-Fact

Date: April 15, 2021

Williamson County

By _____
Authorized Signature

Title: Williamson County Judge

Date: _____