

STATE OF OKLAHOMA

§

LINE L-4

COUNTY OF TULSA

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PIPELINE COORDINATION AGREEMENT

This instrument made and entered into this 30th day of July, 2026, by and between Enable Oklahoma Intrastate Transmission, LLC, a Delaware limited liability company (hereinafter referred to as "GRANTOR"), with principal offices at 1300 Main St. Houston, Texas 77002, and the City of Broken Arrow, an Oklahoma Municipal Corporation, (hereinafter referred to as "GRANTEE"), whose mailing address is 220 South First Street, Broken Arrow, OK 74012.

WITNESSETH:

WHEREAS, GRANTOR is the current owner and holder of certain easement rights granted in that certain Right of Way Contract dated August 25th, 1959 recorded in Book 2994 at page 290 in the office of the County Clerk of Tulsa County State of Oklahoma as modified by that certain Partial Release of Easement dated January 13th, 1971 attached hereto as Exhibit "A" and incorporated herein by reference (the foregoing two documents hereinafter together referred to as the "Easement"), which Easement documents provide for a 50 foot wide Right of Way as described therein (hereinafter referred to as the "Easement Area");

WHEREAS, pursuant to the Easement, GRANTOR currently operates and maintains a 24-inch high pressure pipeline, and related surface and subsurface appurtenances, collectively along with future pipelines and appurtenances (hereinafter referred to as the "Pipeline Facilities"), across and through the above-described Easement; and

WHEREAS, GRANTEE is constructing a street widening project of West Houston Street/81st Street in the City of Broken Arrow, Oklahoma in which approximately seven (7) feet will be added on the north side of the existing 81st Street (the "Project Area"). The Project Area encompasses land in the South ½ of the SW 1/4 and the West fifty (50) feet of the West 1/2 of the East 1/2 in Section 9, Township 18 North Range 14 East, Tulsa County, State of Oklahoma. Portions of the street widening and other improvements will be constructed in the Easement Area, all as depicted on Exhibit "B" attached hereto and incorporated herein by reference: The public improvements shown on Exhibit "B" are hereinafter referred to as the "Project Improvements." The term "Project Improvements" is used for convenience only and shall not constitute an admission that such improvements are located within GRANTOR's Easement Area or that such improvements constitute an encroachment.

WHEREAS, GRANTEE has requested consent to install the Project Improvements upon and within the Easement Area, and such Project Improvement area is more fully described and depicted on Exhibit "B"; and

WHEREAS, GRANTEE has requested permission from GRANTOR to maintain, use, and enjoy the Project Improvements upon a portion of the Easement Area; and

WHEREAS, the parties desire to coordinate construction activities near GRANTOR's Pipeline Facilities without prejudice to either party's legal position regarding the existence, location, scope, priority, or enforceability of any easement rights;

WHEREAS, GRANTOR is willing to grant such permission upon the terms and conditions in the GRANTOR's Construction and Encroachments Guidelines (hereinafter referred to as the "Encroachments Guidelines") as described in Exhibit "C" attached hereto and made a part hereof and set forth as follows.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. GRANTOR hereby grants permission to GRANTEE to construct, install, maintain, operate and use the Project Improvements, subject to the following conditions and only to the extent such conditions are consistent with applicable law, the Easement, the City's rights in public right-of-way, and the express terms of this Agreement:

- A. GRANTEE assumes responsibility for the construction, maintenance, repair, and operation of the Project Improvements to the extent such responsibility is imposed by applicable law and to the extent such damages, injuries, or losses are proximately caused by the negligent acts or omissions of GRANTEE, its employees, agents, contractors, or subcontractors in connection with the Project Improvements. Nothing herein shall be construed as an agreement by GRANTEE to assume liability for the acts or omissions of GRANTOR, its parent, affiliates, subsidiaries, directors, officers, employees, representatives, agents, contractors, subcontractors, or third parties. Nothing herein shall be construed as a waiver of any immunity, defense, limitation of liability, notice requirement, or procedural protection available to GRANTEE under Oklahoma law, including but not limited to the Oklahoma Governmental Tort Claims Act.
- B. The permission granted herein is limited exclusively to the Project Improvements within the Easement Area. GRANTEE shall not alter, or permit the alteration of, the grade of the Easement Area without the prior express written consent of GRANTOR which consent shall not be unreasonably withheld, conditioned, or delayed where such alteration is shown on the approved plans attached as Exhibit "B" or is necessary for completion of the public improvement project. GRANTEE shall be responsible only for loss of subjacent or lateral support to GRANTOR's Easement Area and/or GRANTOR's Pipeline Facilities to the extent such loss is proximately caused by GRANTEE's negligence, willful misconduct, or material deviation from the approved plans or agreed protective measures.
- C. GRANTOR shall be notified at least 48 hours in advance of any construction or maintenance activity within the Easement Area that involves excavation, grading, paving, boring, heavy equipment crossing, or other activity reasonably likely to affect the Pipeline Facilities. GRANTEE must contact the State approved notification center at "811", in addition to contacting GRANTOR's field representative before commencing any Crossing at or near GRANTOR's Pipeline Facilities.
- D. GRANTEE shall at all times conduct all of their activities within the Easement Area in such a manner as not to interfere with or impede the operation, safety, or maintenance of the GRANTOR Pipeline Facilities and activities in any manner whatsoever. In the event that GRANTOR reasonably determines that the safety, operation, or maintenance of the GRANTOR Pipeline Facilities is affected by the Project Improvements, based on applicable law, pipeline safety regulations, the recorded easement, approved plans, and actual field conditions GRANTOR will give GRANTEE written notice, describing the condition or defect that endangers GRANTOR's Facilities. GRANTEE shall, within a reasonable time after receipt of notice, confer with GRANTOR in good faith regarding appropriate corrective measures. GRANTEE shall be responsible for reasonable corrective costs only to the extent the condition is proximately caused by GRANTEE's negligence, willful misconduct. GRANTEE shall not be responsible for costs associated with lowering, relocating, replacing, resizing, upgrading, or modifying GRANTOR's Pipeline Facilities unless such work is required solely as a direct result of GRANTEE's negligence, willful misconduct. In the event of an imminent threat to life, health, safety, or the Pipeline Facilities, GRANTOR may take

reasonable emergency action necessary to protect the Pipeline Facilities, provided GRANTOR gives GRANTEE notice as soon as practicable. Nothing in this paragraph shall authorize GRANTOR to unreasonably stop or delay work outside the specific area of the alleged conflict.

- E. GRANTEE shall not plant any trees within the Easement Area.
 - F. Except as hereinafter provided, GRANTEE shall not construct nor permit others to construct any buildings, engineering works or other improvements, nor change the grade within the Easement Area except for the Project Improvements and related public improvements specifically shown on the approved plans attached as Exhibit "B," and except for maintenance, repair, replacement, or reconstruction of such approved public improvements.
 - G. That GRANTEE shall within **twelve (12) months** of the Agreement date construct and maintain said Project Improvements as described and depicted on Exhibit "B", without material deviation and in accordance with the Encroachment Guidelines. Any deviation, change, or revision to the proposed Project Improvements is subject to GRANTOR's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed without the express written consent and approval of GRANTOR. In the event construction has not commenced within twelve (12) months of the Agreement date, GRANTEE will be required to resubmit its Encroachment plans for GRANTOR's review. GRANTEE must obtain written approval of resubmitted plans prior to commencement of construction, which approval shall not be unreasonably withheld, conditioned, or delayed.
 - H. GRANTEE agrees that a GRANTOR representative shall be on site to monitor the excavation activities within the Easement Area when such excavation activities are at or near the Pipeline Facilities. GRANTOR shall make its representative reasonably available so as not to delay the Project. The presence of a GRANTOR representative will not relieve GRANTEE of any liability under this agreement, but GRANTOR's representative shall promptly communicate any safety concerns or objections to GRANTEE and its contractor so that such concerns may be addressed in the field.
2. Each party shall be responsible for its own acts and omissions and the acts and omissions of its respective officers, employees, agents, contractors, and subcontractors to the extent provided by applicable law. GRANTEE does not agree to indemnify, defend, protect, or hold harmless GRANTOR, its parent, affiliates, subsidiaries, directors, officers, employees, representatives, agents, contractors, subcontractors, or any other person or entity. Nothing in this Agreement shall be construed as an indemnity agreement by GRANTEE, a waiver of sovereign immunity, a waiver of any defense or limitation of liability, a waiver of any notice requirement or procedural protection, or an expansion of GRANTEE's liability beyond that imposed by Oklahoma law, including but not limited to the Oklahoma Governmental Tort Claims Act.
- A. GRANTEE shall be responsible for environmental response, removal, remediation, fines, penalties, or cleanup costs only to the extent such costs are finally determined by a court of competent jurisdiction, or agreed to in writing by GRANTEE, to have been proximately caused by the negligent acts, willful misconduct, or material violation of applicable law by GRANTEE, its employees, agents, contractors, or subcontractors. GRANTEE shall not be responsible for environmental conditions, releases, contamination, or liabilities caused by GRANTOR's Pipeline Facilities, GRANTOR's operations, pre-existing conditions, third parties, or any person or entity other than GRANTEE, its employees, agents, contractors, or subcontractors.

B. Each party shall bear its own attorney fees, expert fees, consultant fees, and litigation costs except to the extent otherwise expressly required by applicable law or ordered by a court of competent jurisdiction.

3. GRANTEE agrees that protection of the **GRANTOR** Pipeline Facilities will be maintained at all times during GRANTEE's construction, maintenance, repair, or replacement activities within the Easement Area, in accordance with applicable law, the approved plans, and any mutually agreed protective measures.

4. Should GRANTOR desire to remove any portion of any of the Project Improvements within the Easement Area in order to construct, maintain, operate, repair, replace, remove, or resize GRANTOR's existing or additional Pipeline Facilities, GRANTEE or its successors and assigns, shall pay the cost of removing and replacing or reinstalling such removed portion of such Encroachment. In addition, all repair and maintenance work performed by GRANTOR on its existing or additional Pipeline Facilities located in the Project Area, shall be performed in a reasonable and workmanlike manner and GRANTOR shall restore the surface and grade of the Project Area where the work is performed, but shall not be liable for loss, damage, or replacement to the Project Improvements or any associated equipment and facilities that exist within the Easement Area, and in this regard, GRANTEE does hereby release GRANTOR, its employees, agents, officers, and directors from any and all liability for any such loss or damage.

5. The parties hereto understand that this Agreement in no way constitutes a waiver by GRANTOR of its rights to enjoy the Easement or the Easement Area unencumbered by the construction and operation of the Project Improvements.

6. It is expressly agreed to by and between the parties hereto that if GRANTEE is in violation of any material term or condition set forth in this Agreement, GRANTOR may at any time terminate this Agreement upon ten (10) days' written notice to GRANTEE. In the event of such termination, GRANTEE shall immediately remove any or all of said Project Improvements, which may be situated on the Easement Area, or if GRANTEE fails to remove any or all of said Project Improvements, GRANTOR may, at its option, remove said Project Improvements at the expense of GRANTEE and without any liability whatsoever. It is further agreed that the failure by GRANTOR to exercise such option as to any such violation shall not constitute a waiver of GRANTOR's future right to exercise such option as to the same or any future violation.

7. RESERVED

8. The provisions of the Easement, and all rights, powers, privileges, and duties, obligations, and liabilities created thereby, remain in full force and effect and are not affected hereby except to the extent and in the manner set forth above or as otherwise limited by applicable law or the rights of GRANTEE and the public in public right-of-way.

9. This Agreement may not be assigned by GRANTEE, in whole or in part, without the prior express written consent of GRANTOR, which consent shall not be unreasonably withheld so long as any such permitted assignee agrees to be bound by and to comply with all the terms and conditions of this Agreement. Any assignment made in contravention of this provision shall be deemed null and void and of no force and effect whatsoever. This Section shall not prohibit GRANTEE from using contractors, subcontractors, engineers, inspectors, utility contractors, or other agents to construct, maintain, repair, replace, inspect, or operate the Project Improvements or the Project. This Section shall not prohibit transfers, assignments, or delegations required by operation of law, intergovernmental agreement, public utility relocation, or other governmental action.

10. GRANTEE agrees that should GRANTOR need to utilize any portion of the Easement Area to perform any pipeline operations in the future, GRANTEE shall allow GRANTOR to utilize same without any compensation or payment due to any interference caused to GRANTEE's business, provided

GRANTOR coordinates with GRANTEE to minimize impacts to public travel, drainage, utilities, emergency access, and public safety. Nothing herein shall be construed to waive any claim, defense, immunity, statutory procedure, or legal right of GRANTEE or the public arising from GRANTOR's negligent or unlawful acts or omissions.

11. GRANTEE agrees to immediately notify GRANTOR's offices in the event of any incident involving, or potentially involving, the Pipeline Facilities of which GRANTEE has actual knowledge.

12. This encroachment agreement is subject and subordinate to the existing easement rights of GRANTOR and the permission herein granted by GRANTOR is limited to its interest and authority in the subject land and GRANTEE acknowledges the possible obligation to obtain the required permission from other parties of interest or local, state or federal agencies. Nothing herein shall constitute an admission by GRANTEE regarding the priority, scope, validity, width, location, or enforceability of the Easement, nor shall this Agreement constitute a waiver of GRANTEE's rights, powers, or interests in public right-of-way or other public property. Nothing herein shall constitute an admission by GRANTEE regarding the priority, scope, validity, width, location, or enforceability of the Easement, nor shall this Agreement constitute a waiver of GRANTEE's rights, powers, or interests in public right-of-way or other public property. Nothing herein shall constitute an admission by GRANTOR regarding the priority, scope, validity, width, location, or enforceability of the Easement, nor shall this Agreement constitute a waiver of GRANTOR's rights, powers, or interests.

13. Wherever GRANTEE will cross the Pipeline Facilities or Easement Area with heavy equipment, GRANTOR shall have the right to require that GRANTEE place suitable materials, including matting over the Pipeline Facilities as determined by GRANTOR's representative in the field. No materials or heavy equipment will be stored on the Easement Area without GRANTOR's express prior written consent.

14. GRANTEE agrees to clean up and repair all damages to the Easement Area resulting from its work on or across the Easement Area in a manner reasonably acceptable to GRANTOR. GRANTEE's obligation under this Section shall apply only to damages proximately caused by GRANTEE, its employees, agents, contractors, or subcontractors.

15. This Agreement may be executed in several counterparts, each of which shall be an original of this Agreement but all of which, taken together, shall constitute one and the same Agreement and be binding upon the parties who executed any counterpart, regardless of whether it is executed by all parties named herein.

16. Special Provisions related to the Easement Area:

No work can be performed without a Grantor representative present, provided GRANTOR makes such representative reasonably available upon not less than seventy-two (72) hours' notice so as not to delay the Project. Contact: Scott Biswell at (918) 367-7259 or scott.biswell@energytransfer.com. If GRANTOR fails to make a representative available within seventy-two (72) hours after proper notice, GRANTEE may proceed with work that does not involve excavation directly over or within the tolerance zone of the Pipeline Facilities, provided all required 811/OKIE locate requirements and applicable safety requirements have been satisfied.

17. To the extent there exists any conflict between the terms and conditions of the General Crossing Guidelines For Third-Party Construction Or Maintenance Activities and this Encroachment Agreement, this Encroachment Agreement shall control.

This instrument and the covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, successors, and permitted assigns of the parties and the benefits of this Agreement shall run with the land.

18. Notwithstanding anything to the contrary contained in this Agreement or any exhibit hereto:

A. Nothing in this Agreement shall be construed as an agreement by GRANTEE to indemnify, defend, protect, or hold harmless GRANTOR or any other person or entity.

B. Nothing in this Agreement shall be construed as creating liability for GRANTEE beyond that imposed by Oklahoma law.

C. Any payment obligation of GRANTEE shall be subject to lawful appropriation, availability of funds, applicable purchasing requirements, and approval by the City's governing body where required.

D. Nothing in this Agreement shall be construed as a waiver of any rights, powers, duties, or obligations of GRANTEE arising from its ownership, control, maintenance, regulation, or use of public right-of-way.

E. No employee, officer, elected official, agent, or representative of GRANTEE shall have any personal liability under this Agreement.

19. This Agreement shall be governed by the laws of the State of Oklahoma. Venue for any action concerning this Agreement shall lie in a court of competent jurisdiction in Tulsa County, Oklahoma.

20. This Agreement is entered into for purposes of coordination and protection of the Pipeline Facilities during and after construction of the Project. This Agreement shall not constitute an admission by GRANTEE that the Project, the Project Improvements, or any public improvements unlawfully encroach upon GRANTOR's Easement, nor shall it constitute an admission concerning the validity, priority, width, location, or scope of the Easement. Nothing herein shall constitute an admission by GRANTOR regarding the priority, scope, validity, width, location, or enforceability of the Easement, nor shall this Agreement constitute a waiver of GRANTOR's rights, powers, or interests.

21. GRANTOR shall provide complete copies of all exhibits before execution of this Agreement, including Exhibit "A" Easement documents, Exhibit "B" approved project and encroachment drawings, and Exhibit "C" construction guidelines. GRANTEE shall have no obligation to comply with any exhibit, guideline, standard, drawing, or document not attached to this Agreement at the time of execution and approved by GRANTEE. No exhibit shall modify, expand, or conflict with the express terms of this Agreement.

[Signature Page(s) Follow]

IN WITNESS WHEREOF, the parties have executed this instrument the day and year first above written.

GRANTOR

GRANTEE

ENABLE OKLAHOMA TRANSMISSION, LLC

**THE CITY OF BROKEN ARROW, AN
OKLAHOMA MUNICIPAL
CORPORATION**

Sign: Kevin Taliaferro

Print Name: Kevin Taliaferro

Title: Sr. Director - ROW

Sign: Michael Spurgeon 7/23/2026

Print Name: Michael L. Spurgeon

Title: City Manager

Attest:

Curtis Green

7/23/2026

City Clerk [Seal]



Approved as to Form:

D. Graham Parker

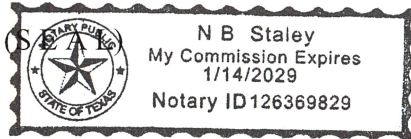
7/23/2026

Assistant City Attorney

ACKNOWLEDGMENTS

STATE OF TEXAS §
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COUNTY OF DALLAS §

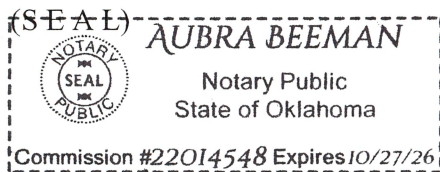
The foregoing instrument was acknowledged before me on this 27th day of July, 2026 by Kevin Taliaferro as Senior Director Land & ROW of Enable Intrastate Transmission, LLC.



N. B. Staley
Notary Public
My Commission Expires 1/14/2029

STATE OF OKLAHOMA §
 §
COUNTY OF TULSA §

The foregoing instrument was acknowledged before me on this 30th day of July, 2026 by _____



Aubra Beeman
Notary Public
My Commission Expires 10/27/2026

EXHIBIT A
[PARTIAL RELEASE OF EASEMENT]

PARTIAL RELEASE OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That, Transok Pipe Line Company, an Oklahoma corporation, Grantee in that certain grant of easement and right-of-way bearing date of August 25, 1959, executed by Max W. Campbell, as Grantor, covering the following described lands and premises situated in Tulsa County, State of Oklahoma, to-wit:

The South Half of the Southwest Quarter (SW $\frac{1}{4}$) and the West Half of the East Half (W $\frac{1}{2}$ E $\frac{1}{2}$) of Section Nine, Township 18 North, Range 14 East,

and filed for record in the office of the County Clerk of said county and recorded in Book 2994 at Page 290, does by these presents release and acquit unto the said Grantor, his heirs, executors, administrators and assigns, forever, all the right, title and interest it acquired by virtue of said grant of easement and right-of-way, in and to said lands EXCEPT that part thereof which is hereinafter described, to-wit:

A strip of land 50 feet in width, being 25 feet on either side of a center line described as:

Entering said South Half of the Southwest Quarter (SW $\frac{1}{4}$) at a point which is 47 feet North of the Southwest corner thereof, thence in an easterly direction parallel to and 47 feet North of the South line of said Section Nine to a point in the West Half (W $\frac{1}{2}$) of the East Half (E $\frac{1}{2}$) of said Section which point is 25 feet East and 47 feet North of the Southwest corner of said West Half of the East Half (W $\frac{1}{2}$ E $\frac{1}{2}$), thence North parallel to and 25 feet East of the West line of said West Half of the East Half (W $\frac{1}{2}$ E $\frac{1}{2}$) to a point which is 36 feet South and 25 feet East of the Northwest corner thereof, thence East parallel to the North line of said Section Nine to a point 36 feet South and 992 feet East of said Northwest corner of the West Half of the East Half (W $\frac{1}{2}$ E $\frac{1}{2}$), thence North 21 degrees 02 Minutes East to a point on the North line of said Section Nine which is 1,007 feet East of the Northwest corner of the Northeast Quarter (NE $\frac{1}{4}$) of said Section,

without prejudice, however, to the continuing right of ingress and egress of the undersigned Grantee acquired under said easement, in and to all lands therein described.

In Witness Whereof, said Grantee has caused these presents to be executed by its Vice President, attested by its Assistant Secretary, and its corporate seal to be hereunto affixed on this 13th day of January, 1971.

TRANSOK PIPE LINE COMPANY

ATTEST:

Charles B. Crane
Assistant Secretary

By

D. C. Anderson
Vice President

Run
MICROFILMED

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

The foregoing instrument was acknowledged before me this
13th day of January, 1971, by D.C. Anderson, Vice President
of Transok Pipe Line Company, an Oklahoma corporation, on behalf
of the corporation.

Mary C. King
Notary Public

(SEAL)

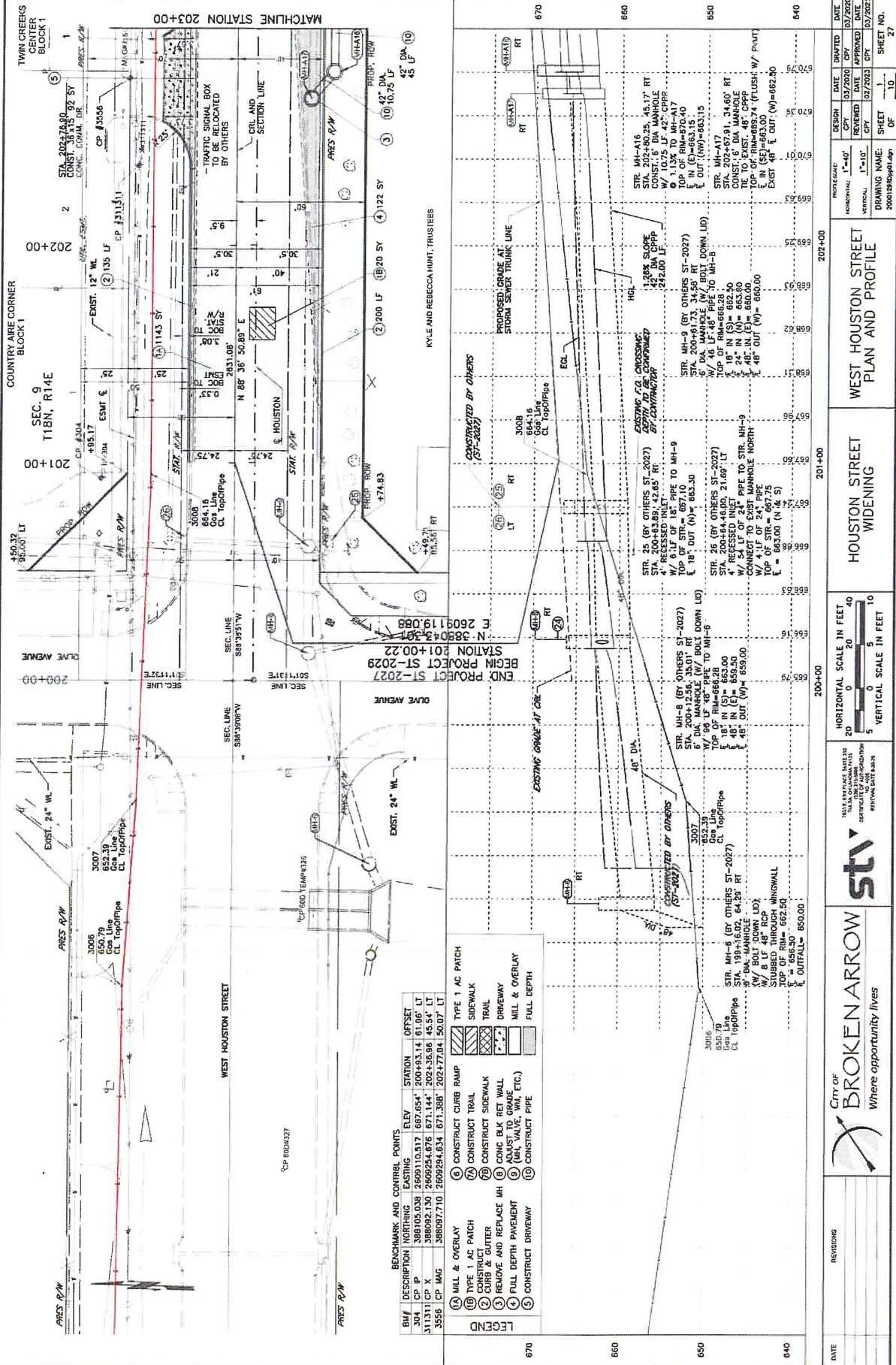
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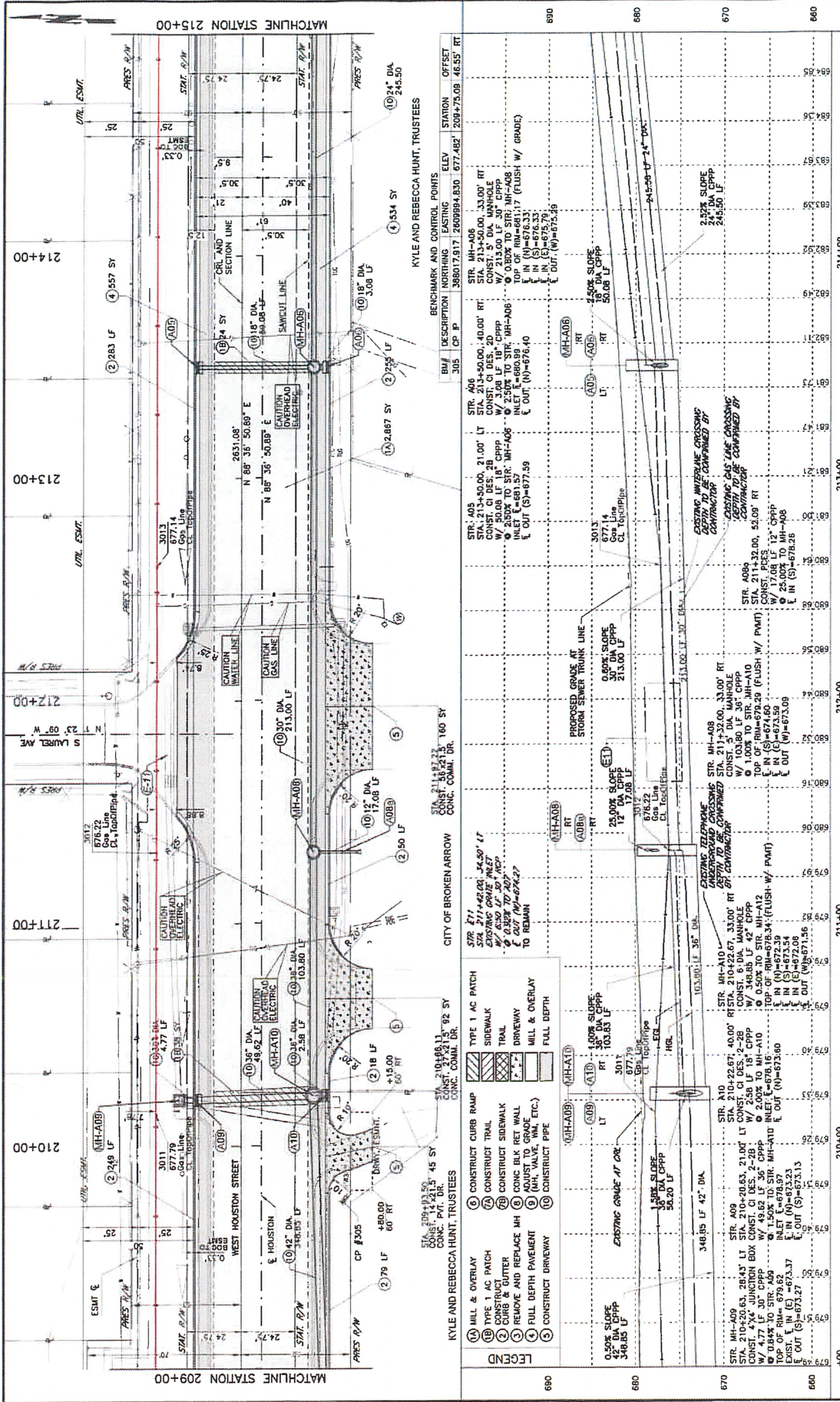
October 26, 1974

MICROFILMED

EXHIBIT B
[PROJECT AND DRAWINGS]

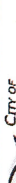
TWIN CREEKS
CENTER
BLOCK 1





DATE	PROVISIONS	 CITY OF BROKEN ARROW Where opportunity lives	THIS IS A PLAT MADE IN TOTAL ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF BROKEN ARROW RECORDING DATE 03-29-23	HORIZONTAL SCALE IN FEET  VERTICAL SCALE IN FEET 	HOUSTON STREET WIDENING	WEST HOUSTON STREET PLAN AND PROFILE	PROVIDES HORIZONTAL: 1"=40' VERTICAL: 1"=10' 20001286903.dwg	DESIGN	DATE	DATE	
								CITY	03/2020	CITY	03/2020
			REVIEWED	DATE	DATE			CITY	03/2023	CITY	03/2023
								SHEET	3	SHEET NO.	23
								OF	10		

[illegible]

DATE	REVISIONS	 City of BROKEN ARROW Where opportunity lives	THIS SURFACE INTER USE TILL JAN. 31, 2025 CERTIFICATE OF AUTHORIZATION PERMIT DATE 8-3-25	HORIZONTAL SCALE IN FEET  VERTICAL SCALE IN FEET 	HOUSTON STREET WIDENING	WEST HOUSTON STREET PLAN AND PROFILE	PROJECT SCALE HORIZONTAL: 1"=40' VERTICAL: 1"=10' DRAWING NAME: 20001290cpl-09n	DESIGN DATE CPY 03/2020 REVIEWED DATE CPY 10/2023 SHEET 4 OF 10 SHEET NO. 30
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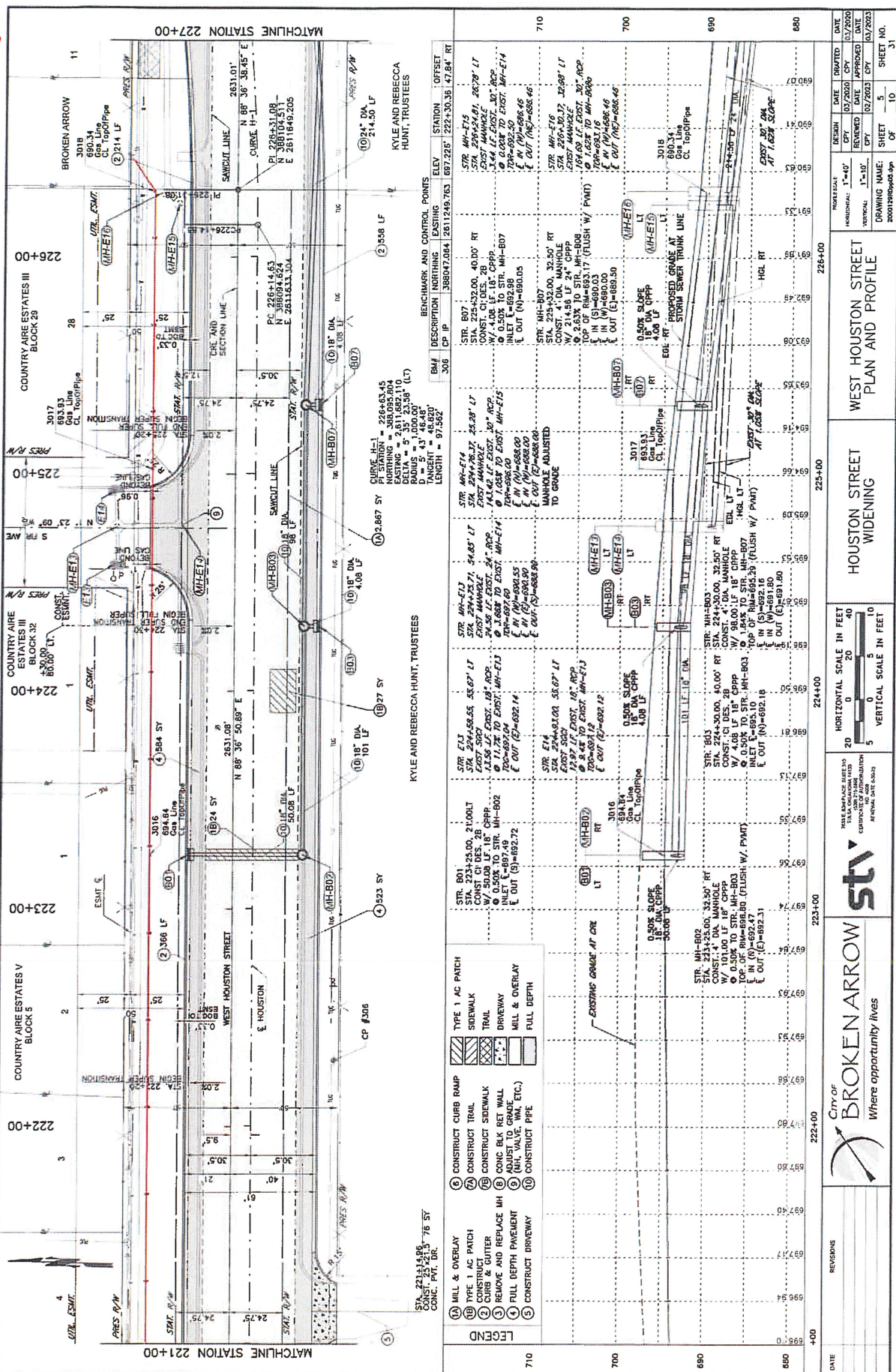


EXHIBIT C
[CONSTRUCTION GUIDELINES]

GENERAL CROSSING GUIDELINES FOR THIRD-PARTY CONSTRUCTION OR MAINTENANCE ACTIVITIES

Energy Transfer and its affiliates and related companies (“ET”) are dedicated to the highest safety standards in the continued operation of their pipelines and facilities. Of utmost importance to ET is the continued safety of the public and its pipeline and facilities during construction and other activities on, across, over or under its right-of-way. ET is therefore pleased to provide these general crossing guidelines (“Guidelines”) for third-party construction, blasting, installation or modification of pipelines, underground utilities, roads, streets, driveways, ditches, drainage canals or any other type of temporary or permanent structure or obstruction or any other encroachment on, over, across or paralleling ET’s right-of-way (hereinafter referred to as “Crossing” or “Crossings”).

These Guidelines are intended to be consistent with State Code and are further based upon industry standards and practice. These Guidelines are merely guidelines and upon notification to ET of a proposed Crossing, as required by State Code, each proposed Crossing and its corresponding finalized plans and profile drawings will be evaluated by ET and the third-party requesting such Crossing, pending final approval.

1. Notification

- a. The party requesting such Crossing shall use its best efforts to provide ET with its finalized plans and profile drawings at least thirty days (30) days prior to any related construction or maintenance activity. The Pipeline Facility shall include, but is not limited to, rights-of-way, fee properties, easements, pipelines, meter and regulator buildings and valve sites (“ET Pipeline Facility” or “Facilities”). No equipment shall enter onto ET’s Pipeline Facility unless an ET representative is on location.
- b. No excavation shall occur in the vicinity of ET’s Pipeline Facilities until:
 - 1) In accordance with the State approved Notification Centers, ET shall be notified at least 48 hours in advance of any construction or maintenance activity. You must contact the State approved Notification Center at 811. Before commencing any Crossing at or near ET’s Pipeline Facility you must also contact an ET Field Representative(s).
 - 2) An ET representative is on site to monitor the excavation activities.

2. Drawings for Proposed Construction or Maintenance

Any proposed construction or maintenance activities in the vicinity of ET’s Pipeline Facilities will require submittal of final plans and profile drawings for prior review and approval by ET. One (1) copy of these drawings must be submitted to ET’s Encroachment Department via e-mail encroachments@energytransfer.com. All plans and drawings must show in detail, all of ET’s Pipeline Facilities, its corresponding right-of-way and any other landmarks that will assist ET in determining the location of the proposed Crossing and the effects of the proposed construction or maintenance activity on ET’s Pipeline Facilities.

3. Encroachment Agreement

In certain instances, due to the type of Crossing required and the probable impact upon ET’s Facilities, an encroachment agreement may be necessary for proposed construction or maintenance within ET’s Pipeline Facility. Such encroachment agreement shall outline the responsibilities, conditions and liabilities of the parties and must be fully executed and in ET’s possession prior to commencing any construction activity.

4. Insurance Coverage

In certain instances, due to the type of Crossing required and the probable impact upon ET's Facilities, ET may require evidence of comprehensive general liability insurance coverage prior to any construction or maintenance activity in the vicinity of its Facilities. In the event ET requires evidence of comprehensive general liability insurance, ET and/or its affiliates and related companies, whichever the case may be, shall be named as additional insured.

5. Crossing Pipelines with Equipment

To protect ET's pipelines or related Facilities from additional external loading, ET may perform a field survey and an engineering study to determine the effects of any proposed activity over its pipelines or related Facilities. Mats, timber, air-bridges, or other protective materials deemed necessary and appropriate by ET may be required and placed over ET's pipelines or related Facilities for the duration of any loading. When utilizing an air-bridge refer to Energy Transfer's approved design.

6. Excavation, Cuts, or Fill near ET's Pipeline Facility

- a. An ET representative must be on location prior to and during construction activity within ET's Pipeline Facility.
- b. No heavy equipment of any type will be permitted to work directly over ET's pipelines or related Facilities.
- c. Hand excavation is required within half the diameter of ET's Pipeline Facility plus a minimum of eighteen inches (18") on either side of the outside edge of ET's Pipeline Facility on a horizontal plane. No mechanical excavation shall be closer than twenty-four inches (24") on either side of ET's Pipeline Facility.
- d. All excavations within ET's Pipeline Facility shall be backfilled with a minimum of eight inches (8") lifts of backfill material, where pipeline padding is reduced ensure backfill is clean and free from rock, trash, concrete, rubbish, or hazardous material. Soil backfill must be compacted to the satisfaction of the ET onsite inspector so that settling does not occur.
- e. No grade cuts will be permitted within ET's Pipeline Facility. An engineering study may be performed to ensure that the lateral stability of ET's pipelines or related Facilities will not be affected.

- f. Earthen fill material free from any rocks, trash, concrete, rubbish, rebar, hazardous materials, etc., will be permitted within ET's Pipeline Facility.
- g. Earthen cover over ET's pipelines shall be thirty-six inches (36") or no less than what was originally there prior to any construction.
- h. No trash or debris shall be placed in any excavation or left in or on ET's Pipeline Facility.
- i. The creation of storm water outfalls or other water management controls which would make the pipeline right-of-way more susceptible to erosion are not allowed.

7. Aboveground Appurtenances, Structures and Obstructions

- a. No aboveground appurtenances, structures, or obstructions of a temporary or permanent nature shall be located within ET's Pipeline Facility that, in any way, interfere with operating, maintaining, accessing, inspecting, repairing, modifying, replacing, or relocating such Facilities. The appurtenances, structures and obstructions include, but are not limited to the following: buildings, structures, signage, utility poles, steel towers, guy wires, other structures supporting aerial lines, satellite dishes, manholes, catch basins, septic systems, utility pedestals, transformers, fire hydrant, large spoils of earthen materials, decks, pools, boats, RV's, trailers and storage of hazardous or non-hazardous materials.
- b. No foreign towers (Wind Turbine, Electrical, Communication Towers, etc.) are permitted within 1500 feet (1500') of ET's Pipeline Facilities.
- c. No solar array facilities are permitted within 50' of ET's Pipeline Facilities, or within 300' of ET's cathodic protection ground beds.

8. Proposed Pipe and Utility Lines

- a. General Guidelines:
 - 1. For the safety of the public and to lessen the risk of a break, leak, rupture, or other damage to ET's Pipeline Facility and in furtherance of the state code, ET's Pipeline Facility shall be positively located by ET before any Crossings are constructed or installed near ET's Pipeline Facility.
 - 2. For open trench Crossings, ET requires a minimum clearance of twenty-four inches (24") be maintained between the bottom of ET's pipeline or related Facilities and any foreign line or facilities.
 - 3. For conventional and horizontal directionally drilled (HDD) bore Crossings, ET requires a minimum clearance of thirty-six inches (36") below ET's pipeline/facilities.
 - 4. For horizontal directionally drilled (HDD) bore Crossings that are large diameter, twelve inches (12") or greater, a minimum of sixty inches (60") of clearance below ET's Pipeline Facilities and across the entire width of ET's right-of-way is required.
 - 5. Excavate ET Facilities at the point of the proposed Crossing on the approach side to

verify the auger head, boring and installation process will not damage ET's Pipeline Facilities. If it is not practical to expose company pipeline facilities, Crossings will be required to have a minimum 15-foot separation between company pipeline facilities across the entire width of company right-of-way or altering the point of Crossing so company pipeline facilities can be exposed.

6. All foreign lines shall cross ET's Pipeline Facility at ninety degrees (90°) or at an angle of not less than forty-five degrees (45°). Longitudinal occupancy of ET's Pipeline Facility will not be permitted.
7. Buried utility lines must be identified with permanent aboveground markers where lines enter and exit ET's right-of-way. Installation and maintenance of the markers shall be the responsibility of the foreign line owner.
8. No manholes, valves or other appurtenances will be permitted within ET's Pipeline Facility.
9. No vertical or horizontal bends allowed within ET's Pipeline Facility. Crossings must remain at the same elevation across the entirety of ET's Pipeline Facility.
10. ET's Pipeline Facility is cathodically protected. All other cathodically protected facilities that enter, or cross ET's Pipeline Facility must have test leads installed. Any inquiries for cooperative testing should be directed to the attention of ET's Field Representative on location. Any utility Crossings that may be negatively affected by ET cathodic protection will need to be designed accordingly (i.e., coated, cased, etc.)
11. ET may require excavation of its Facilities to perform corrosion related tasks before and during foreign line Crossings as required.
12. All underground utilities (other than residential telephone, cable TV and 24-volt DC power lines) may require plastic identification tape installed no closer than eighteen inches (18") above the line.

b. Water or Forced Sewer Lines

1. All water and sewer lines shall be either (1) ductile iron or steel casing (coated to protect it from ET's cathodic protection) or (2) steel encased in plastic schedule 80 PVC for a minimum of 5-feet on either side of any ET's pipelines or related Facilities or (3) standard PVC pipe.
2. Forced sewer lines shall have no piping connections located within 5-feet of any ET's pipelines or related Facilities or placed within ET's pipeline easement.

c. Communication, Power, or Combustible Material Lines

1. When open trench Crossing with underground fiber optic cables, telephone and television cables (other than residential telephone and cable TV) crossing under ET's Pipeline Facility shall be installed in rigid non-metallic conduit with bags of concrete-mix placed directly above and below the conduit across ET's right-of-way or similar company approved method. Place warning burial tape the width of ET's right-of-way at least 18 inches (18") directly above communication cables. Bags of concrete-mix and burial tape are not required when installing via HDD or conventional bore.
2. When open trench Crossing with underground electric cables except 24-volt DC power lines (including single residential service drops) crossing under ET's facilities shall be installed in nonmetallic conduit with bags of concrete-mix placed directly above and below the conduit across ET's right-of-way or similar company approved method. Place red warning burial tape the width of ET's right-of-way at least 18 inches directly above the cable. A minimum of sixty inches (60") is required if over 600 volts.
3. When underground electric cable over 10 kV is crossing ET Facilities it shall be a shielded cable installed within ridged non-metallic casing. Bags of concrete-mix or a similar ET approved method, must be placed directly above and below the casing across the width of ET's right-of-way. Place red warning burial tape the width of ET's right-of-way at least 18 inches directly above the cable. ET requires a minimum clearance of sixty inches (60") below ET's Pipeline Facilities. Bags of concrete-mix and burial tape are not required when installing via HDD or conventional bore.
4. Overhead and underground crossings exceeding 160 kV and any power lines that will be constructed parallel to and outside of ET's right-of-way within 300 feet of ET's Pipeline Facilities, are not allowed by ET.
5. All overhead power/communication lines must cross ET Facilities with a minimum vertical overhead clearance of twenty-five feet (25') to grade at full load and maximum temperature.
6. ET recommends that all underground residential telephone, cable TV and 24-volt DC power lines be encased in plastic conduit for the full width of the right-of-way.

ci. Exclusive Easement Construction

1. When constructing a directional drill across ET's exclusive easement a minimum separation of ten (10) feet must be maintained between the outside diameter of the bottom of ET's pipeline and the top of any of your facilities within ET's exclusive easement area.
2. When constructing a conventional bore across ET's exclusive easement a minimum separation of three (3) feet must be maintained between the outside diameter of the bottom of ET's pipeline and the top of any of your facilities within ET's exclusive easement area.

9. **Proposed Roads, Streets, Driveways, Access Ways, and Parking Lots**

- a. Load stress will be calculated by ET to determine if any protection of the pipeline is required for roadways, streets, driveways, access ways, etc., planned to cross ET's Pipeline Facility. In the event it is determined by ET that the roadways, streets, driveways, access ways, etc., will increase a risk to the public or increase a risk of a break, leak, rupture or other damage to ET's Pipeline Facility, ET may require, at the sole cost and expense of the party requesting such Crossing, the installation of protective material or pipeline adjustment as may be deemed necessary by ET to protect the public and/or ET's Pipeline Facility.
- b. The preferred minimum earth cover over ET's Pipeline Facility is forty-eight inches (48") at all roadways, streets, driveways, access ways, etc., including adjacent ditch lines. In the event that ET determines that a lesser cover will not increase a risk to the public or increase a risk of a break, leak, rupture or other damage to the pipeline or related Facilities, ET may allow a lesser earth cover, in a minimum amount as determined solely within the discretion of ET. In the event the required amount of cover is not obtainable as reflected in the finalized plan and profile drawings, ET may require the installation of protective material at no expense to ET. Cover shall be measured from the top of ET's pipeline to the surface of the road.
- c. Roads and streets crossing over ET's Pipeline Facility shall cross at an angle of ninety degrees (90°) or at an angle not less than forty-five degrees (45°). Crossings should be over straight pipe and at locations free of any crossovers. Longitudinal occupancy of the right-of-way will not be permitted.
- d. No parking areas or the like will be allowed on, over or across ET's Pipeline Facilities.
- e. Permanent pipeline marker(s), provided by ET, will be installed at all road Crossings.

10. **Parallel Pipeline Construction and Safety Requirements**

- a. The Contractor shall be required to air bridge over any existing pipelines.
- b. If the Contractor intends to place spoil dirt on top of an existing ET pipeline, the Contractor must place mats down within the right-of-way (ROW) on top of the existing pipeline. This measure is necessary to prevent any machinery from digging into the ground above the pipeline.
- c. All heavy equipment shall be accompanied by a designated spotter at all times while operating near an ET pipeline.
- d. The ROW must be restored to its existing condition or better upon completion of the work.
- e. There shall be no placement of spoil, topsoil, travel lanes, or equipment tracking over the existing pipeline or within ten (10) feet of the pipeline's centerline.
- f. The designated workspace shall not be located over the existing pipeline when paralleling.
- g. If working around ET pipelines, the Contractor must implement safety measures to protect the existing pipelines.
- h. These safety measures must be submitted to ET for approval prior to commencement of work.
- i. In the event of sloughing, the affected area must be examined by operations personnel to assess severity.

- j. Appropriate mitigation methods shall be reviewed and approved, which may include but are not limited to:
 - 1. Sheet piling,
 - 2. Backfilling, and
 - 3. Adjusting the centerline further away from the existing pipeline.
- k. If sheet piling is required, the applicable specifications will be provided.
- l. When performing work near ET pipelines, all safety measures must be approved by ET prior to implementation to ensure adequate protection of existing infrastructure.

11. Disposal Systems

No aerobic septic systems, septic tanks, liquid disposal systems, or hazardous waste disposal systems will be allowed on ET's Pipeline Facility or within twenty-five (25) feet of ET's Pipeline Facility. This will include, but is not limited to, affluent from sewage disposal systems, the discharge of any hydrocarbon substance, the discharge or disposal of any regulated waste, or any other discharge that may prove damaging or corrosive to ET's Pipeline Facility.

12. Impoundment of Water

- a. In order to provide for the adequate maintenance and operation of ET's Pipeline Facility, the impoundment of water on ET's Pipeline Facility will not be allowed. Temporary soil erosion and sediment control devices and storm water detention basins/traps will not be permitted on ET's Pipeline Facility.

13. Blasting & Seismic Activity

- a. To the extent it impacts the lateral stability or otherwise endangers or interferes with the efficiency, safety, or convenient operation of ET's Pipeline Facility, no explosive detonations will be permitted within 300-feet of ET's Pipeline Facility without: (1) prior blast plan impact analysis and written approval from ET and (2) ET's representative on site during blasting. To determine if the detonation stresses will be detrimental to the safety of ET's Pipeline Facility, information required to complete ET's "Blasting Data Sheet" must be submitted to ET for evaluation and approval no less than 30 days prior to the proposed date of blasting activity. The contractor performing the blasting will be required to verify by signature the proposed blasting plan.
- b. No "non-explosive" seismic testing or construction equipment with steady state vibrator, intermittent vibrator, or thumper sources shall be conducted within 150 feet of ET's Pipeline Facility without prior written approval.

14. Landscaping & Irrigation Systems

- a. Landscaping shall not be permitted within ET's Pipeline Facility.
- b. Irrigation heads and valves shall not be permitted within ET's Pipeline Facility.
- c. Irrigation systems shall not be directly installed longitudinally over ET's Pipeline Facility and shall not be buried deeper than 12-inches, regardless of location, from the surface of the ground within ET's Pipeline Facility.

15. Pipeline Markers

The party requesting such Crossing will ensure that all temporary and permanent pipeline markers installed by ET are always protected and maintained during construction or crossing related activity. Any permanent markers damaged or removed will be replaced by ET at the sole expense of the party requesting such Crossing. No work will be allowed to commence until, in the opinion of ET, sufficient pipeline markers are in place. Unauthorized damage or removal of pipeline markers is punishable by Federal law.

16. Right of Ingress and Egress

- a. The party requesting such Crossing shall have the right to install fences on, over and across the Facilities, provided, however, that ET shall have the unrestricted right of ingress and egress to its Facilities at all times. ET prohibits any fencing which obstructs access or line of sight for patrol/inspection or identification markers.
- b. ET, at its sole option and discretion, may require the party requesting such Crossing to install, at its sole cost and expense and for ET's benefit, a walk gate at least three (3) feet in width for residential lots or gate at least twelve (12) feet in width for rural areas at each fence Crossing. ET shall provide a lock for such gate(s). Said gate(s) shall be installed as to provide ET with ingress and egress access to its pipeline or related facilities and to minimize vehicular and equipment travel over ET's pipeline or Facilities.
- c. The party requesting such Crossing shall be responsible for keeping the enclosed portion of ET's pipeline or related Facilities free of any debris, trash, obstructions, etc.
- d. ET's pipeline or related Facilities shall be positively located by ET before any fences are constructed or installed near ET's Pipeline Facilities. Post hole excavations for fencing placed near ET's Pipeline Facilities shall not be greater than a depth of eighteen inches (18") below the undisturbed grade level nor closer than five feet (5') horizontally from ET's pipeline or related Facilities.

17. Statement Regarding Existing Rights

NOTHING CONTAINED HEREIN SHALL BE CONSTRUED TO CONVEY, WAIVE, OR SUBORDINATE ANY OF ET'S EXISTING RIGHTS WHATSOEVER. SHOULD A CONFLICT EXIST WITH THE LANGUAGE CONTAINED IN ANY ET ENCROACHMENT AGREEMENT, EASEMENT, OR PETITION IN CONDEMNATION AND THESE GUIDELINES, ET'S ENCROACHMENT AGREEMENT, EASEMENT, OR PETITION IN CONDEMNATION SHALL CONTROL AND BE DECISIVE OF THE ISSUE.

18. **Statements Regarding Guidelines for Construction and Maintenance**

Certain construction and maintenance activities may be reviewed and approved by ET at one point in time, but not immediately installed or performed. Therefore, all construction and maintenance activities are subject to the Guidelines in affect at the time the work takes place. In addition, the guidelines described in this document represent those industry standards that ET believes meet the minimum acceptable standards regarding third-party construction and maintenance activities in the vicinity of ET's Pipeline Facility. Therefore, after review of the final plan and profile drawings, ET may, in the event that ET determines the construction and maintenance activities will increase a risk to the public or increase a risk of a break, leak, rupture or other damage to ET's Pipeline Facility, require fortifications in furtherance of state codes. The party requesting such Crossing agrees to alter, modify or halt any construction activity, which in the sole opinion of ET's, will increase the risk to the public or increase the risk of a break, leak, rupture, or other damage to ET's Pipeline Facility.

All written correspondences and your final design plans are to be addressed to:

Energy Transfer Company
encroachments@energytransfer.com
Attention: Encroachment Department

[END]