



June 26, 2025

Harris County Engineering Department  
1111 Fannin St. 7<sup>th</sup> Floor  
Houston, TX 77002

ATTN: Susan Mullen

**Re: EO-2024-34 Harris County Pine Trails Subdivision Drainage Improvements - 2018**

Project: 36" RCP storm sewer crossing, installed by open trench.  
Pipeline: Line 801 and Line 805  
Tract: TX-HA-LO-805B-064.000  
Mile Post: 7.38  
Lat / Long: 29.811325°, -95.203750°  
County, State: Harris County, TX

By this letter agreement ("Agreement") and pursuant to your proposal by Harris County Engineering Department, on behalf of Harris County ("Crossing Party"), a body corporate and politic under the laws of the State of Texas, for the captioned line crossing(s), ONEOK NGL Distribution System, L.L.C., a wholly owned subsidiary of ONEOK Hydrocarbon, L.L.C. ("ONEOK") has reviewed the plans submitted and has no objection to Crossing Party constructing the Project over that certain Easement Tract described in **Exhibit "A"** attached hereto and made part hereof, subject to and in accordance with the requirements and statements herein and attachments hereto.

**Description of "Approved Encroachments"**

**36" RCP storm sewer crossing installed using a full-length hand tunnel. Drainage improvements, such as underground pipes/boxes and basin installation. ("Crossing Party Facility"), Harris County, TX.**

**(Attached hereto for all purposes as Exhibit "B")**

ONEOK, Inc.  
100 West Fifth Street  
Tulsa, OK 74103  
www.oneok.com

Construction activity will be consistent with the ONEOK General Construction Requirements attached as **Exhibit “C”** for all purposes. See “Other Considerations” and “Agreed Action” section below for details.

### **Other Considerations**

**Heavy Equipment Crossings:** To allow heavy equipment crossing over the referenced pipeline detailed information will need to be received in order to perform pipe stress calculations. The following information will need to be received to perform a more thorough analysis of wheeled vehicles: loaded vehicle weight, number of axles on the front and rear, and weight distribution between the front and rear axles. For equipment on tracks, the following information is needed: loaded vehicle weight, length of track in contact with the ground, and track width. Upon such submission, ONEOK will make a reasonable effort to provide a response within fourteen (14) calendar days.

### **Agreed Action**

- No pipeline adjustment is necessary.
- All activities and installations shall be performed in accordance with the approved project plans “Exhibit B” and ONEOK General Construction Requirements “Exhibit C” attached hereto and made a part hereof.
  - Heavy equipment is not **allowed** over the pipeline without ONEOK inspection on-site. Heavy Equipment shall be defined as **self-propelled, self-powered, or pull-type machinery weighing 5000 pounds or more**, primarily used in construction, industrial, maritime, mining, and forestry contexts, or where training or authorization is required to use such equipment under applicable laws or regulations.
- In the event ONEOK requires 3<sup>rd</sup> party inspection (a qualified Inspection contractor), Crossing Party shall cover costs for that third-party inspector to be present during construction activities. **At a minimum, a company representative will need to be present during construction of the proposed improvements to confirm minimum clearance requirements have been met and that the existing ONEOK pipelines are not damaged.**
- Crossing Party and Crossing Party’s contractor(s) will need to contact a ONEOK representative a minimum of two (2) weeks prior to commencing any construction activities over or across ONEOK’s Easement Tract in order to allow appropriate field supervision to be arranged and present during construction. Written notification of such construction activity shall be made to appropriate One Call System together with ONEOK NGL Distribution System, Attn Sean Williams, 7901 Wallisville Road, Houston, TX 77029, 713-409-4312, or such other representative of ONEOK, which ONEOK may from time to time designate.

### **Term and Termination:**

- (a) **This Agreement shall commence upon final execution by all the Parties (“Effective Date”) and continue for so long as the Encroaching Party uses the Approved Encroachment, except that this Agreement shall terminate if (i) the Crossing Party has not completed construction of the Approved Encroachment within one (1) year after the date of this letter, (ii) the Crossing Party has not used the Approved Encroachment**

**for a continuous twenty four (24) month period after construction is complete, or (iii) Crossing Party is not in compliance with the conditions of Company's content in this letter, and has not cured such non-compliance within ten business (10) days of receipt of written notice of such non-compliance, or taken reasonable steps to do so where completion within ten (10) days is not reasonably possible.**

- (b) This Agreement may be terminated at any time by mutual written consent of the Parties or as otherwise provided under this Agreement.**

### **Insurance**

Crossing Party shall be self-insured in accordance with applicable law or regulations or procure or cause its contractors and subcontractors to procure and maintain in force throughout the entire term of this Agreement insurance coverage described below with insurance companies acceptable to ONEOK for work performed related to the construction of the Approved Encroachments. All costs and deductible amounts will be for the sole account of the Crossing Party or its contractors and subcontractors. The limits set forth below, or comparable capacity in the event Crossing Party is self-insured, are minimum limits and will not be construed to limit Crossing Party's liability:

- (a) Workers' Compensation insurance complying with the laws of the State or States having jurisdiction over each employee and Employer's Liability insurance with limits of \$1,000,000.
- (b) Commercial or Comprehensive General Liability insurance on an occurrence form with a combined single limit of \$5,000,000 each occurrence and project specific annual aggregates of \$5,000,000. Coverage must include premises/operations, independent contractors, blanket contractual liability, and products/completed operations coverage, broad form property damage, personal injury, and sudden and accidental pollution; such coverage must be maintained for two (2) years following completion of work activities related to the construction of the Approved Encroachments. ONEOK, its affiliated companies, and its and their respective directors, officers, partners, members, shareholders, employees, agents and contractors shall be included as additional insureds.
- (c) In each of the above policies, Crossing Party agrees to waive, and if insurance is provided by a third party will require its insurers to waive, any rights of subrogation or recovery either may have against ONEOK and its affiliated companies.
- (d) In the event of a loss or claim arising out of or in connection with the construction of the Approved Encroachments, Crossing Party agrees, upon request of ONEOK, to submit a certified copy of its insurance policies or self-insurance for inspection by ONEOK.
- (e) Crossing Party shall require all of its contractors and subcontractors for work related to the construction of the Approved Encroachments to provide adequate insurance coverage, all to be endorsed with the Waiver of Subrogation wording referenced in Section (c) above; any deficiency in the coverage, policy limits, or endorsements of said contractors and subcontractors, shall be the sole responsibility of Crossing Party.

ONEOK hereby acknowledges that Crossing Party is self-insured in accordance with Title 5, Chapter 101 of the Texas Civil Practice and Remedies Code and Chapter 504 of the Texas Labor

Code. Promptly upon ONEOK's request, Crossing Party must deliver true and correct copies of Crossing Party's letter of self-insurance.

### **Indemnification**

To the extent permitted by law, Crossing Party will indemnify, defend, and hold harmless ONEOK, its affiliated companies, directors, officers, partners, employees, agents and contractors from any and all personal injury (including death) and damage to property, including environmental and non-environmental liabilities, losses, costs, damages, expenses, fees (including reasonable attorneys' fees and court costs), costs of investigations, fines, penalties, claims, demands, causes of action, proceedings (including administrative proceedings), judgments, decrees and orders resulting from Crossing Party's breach of this Agreement. The presence of ONEOK's representative or any instructions given by such representative will not relieve Crossing Party of any liability under this Agreement, except to the extent that such liability results from ONEOK's or its representative's gross negligence or willful misconduct.

#### Limitations of Appropriation:

ONEOK understands and agrees, said understanding and agreement also being of the absolute essence of this Agreement, that Crossing Party may appropriate funds to complete the Approved Encroachment, but such funds shall not under any conditions, circumstances, or interpretations thereof exceed the sum certified available by the Harris County Auditor, except the certified sum will not limit Crossing Party's insurance or indemnity obligations in this Agreement.

ONEOK understands and agrees, said understanding and agreement also being of the absolute essence of this Agreement, that failure of the Harris County Auditor to certify funds or to certify sufficient funding to complete the Approved Encroachment for any reason shall not be considered a breach of this Agreement.

### **ONEOK Rights**

ONEOK and Crossing Party agree that the existence of the Approved Encroachments or this Agreement does not constitute a waiver of ONEOK's rights under the Easement and that ONEOK's no objection and entrance into this Agreement does not violate any existing contractual agreements impacting the property.

Except as otherwise provided, any notice required to be given under this Agreement ("Notice") shall be in writing and shall be duly served when it shall have been (a) delivered by email (b) personally delivered to the address below, (b) deposited, enclosed in an envelope with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed the Crossing Party or ONEOK at the following addresses:

ONEOK: ONEOK NGL Distribution System, L.L.C.  
2830 N FM 565, Suite 200  
Mont Belvieu, TX 77523  
Attention: Real Estate Services  
Email: EncroachmentMB@oneok.com

County: Harris County Engineering Department  
1111 Fannin Street, 11<sup>th</sup> Floor  
Houston, Texas 77002  
Attention: Susan Mullen  
Email: Susan.Mullen@harriscountytexas.gov

Any Notice given by mail hereunder is deemed given upon deposit in the United States Mail and any Notice delivered in person shall be effective upon receipt. Each Party shall have the right to change its respective address by giving at least fifteen (15) days' written notice of such change to the other Party. Notices required under this Agreement may be sent by electronic means.

- C. **Independent Parties.** It is expressly understood and agreed by the Parties that nothing contained in this Agreement shall be construed to constitute or create a joint venture, partnership, association or other affiliation or like relationship between the Parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement. The Crossing Party is an independent contractor and neither it, nor its employees or agents shall be considered to be an employee, agent, partner, or representative of ONEOK for any purpose. Neither ONEOK, nor its employees, officers, or agents shall be considered to be employees, agents, partners or representatives of the Crossing Party for any purposes. Neither Party has the authority to bind the other Party.
- D. **No Third Party Beneficiaries.** This Agreement shall be for the sole and exclusive benefit of the Parties and their legal successors and assigns. Neither Party is obligated or liable to any party other than the other Party for the performance of this Agreement. Nothing in the Agreement is intended or shall be deemed or construed to create any additional rights or remedies upon any third party. Further, nothing contained in the Agreement shall be construed to or operate in any manner whatsoever to confer or create rights or remedies upon any third party, increase the rights or remedies of any third party, or the duties or responsibilities of the Parties with respect to any third party.
- E. **Waiver of Breach.** No waiver or waivers of any breach or default (or any breaches or defaults) by either Party hereto of any term, covenant, condition, or liability hereunder, or the performance by either Party of any obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under and circumstances.
- F. **No Personal Liability; No Waiver of Immunity.**

- (1) Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of either Party, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of either Party.
- (2) The Parties agree that no provision of this Agreement extends the Crossing Party's liability beyond the liability permitted in the Texas Constitution and the laws of the State of Texas.
- (3) Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by the Crossing Party of any right or defense, except as expressly provided herein.
- (4) Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by the Crossing Party of immunity on behalf of itself, its employees or agents under the Texas Constitution or the laws of the State of Texas.

G. **Applicable Law and Venue.** This Agreement shall be governed by the laws of the State of Texas and the forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas. The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.

H. **Contract Construction.**

- (1) This Agreement shall not be construed against or in favor of any Party hereto based upon the fact that the Party did or did not author this Agreement.
- (2) The headings in this Agreement are for convenience or reference only and shall not control or affect the meaning or construction of this Agreement.
- (3) When terms are used in the singular or plural, the meaning shall apply to both.
- (4) When either the male or female gender is used, the meaning shall apply to both.

I. **Recitals.** The recitals set forth in this Agreement are, by this reference, incorporated into and deemed a part of this Agreement.

J. **Entire Agreement; Modifications.** This Agreement contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. This Agreement supersedes and replaces any prior agreement between the Parties pertaining to the rights granted and the obligations assumed herein. This Agreement shall be subject to change or modification only by a subsequent written modification approved and signed by an authorized representative of each Party.

K. **Severability.** The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person, entity, or circumstance shall ever be

held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons, entities, or circumstances shall not be affected thereby.

- L. **Survival of Terms.** Any provision of this Agreement that, by its plain meaning, is intended to survive the expiration or earlier termination of this Agreement shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.
- M. **Multiple Counterparts/Execution.** This Agreement may be executed in several counterparts. Each counterpart is deemed an original and all counterparts together constitute one and the same instrument. In addition, each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.
- N. **Warranty.** By execution of this Agreement, the Parties warrant that the duties accorded to the Parties in this Agreement are within the power and authority of the Parties.

If acceptable, please have the appropriate representative of Crossing Party sign and return this letter to me.

Sincerely,

ONEOK

By: ONEOK NGL Distribution System, L.L.C.

Signed by:

*Aaron Blair*

26A05B935F4B470...

Name: Aaron Blair

Title: Manager - Real Estate Services

Accepted and agreed this \_\_\_\_ day of \_\_\_\_\_, 2025 by the duly authorized representative of Crossing Party as evidenced by the signature below.

HARRIS COUNTY

By: \_\_\_\_\_

Lina Hidalgo

County Judge

Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

ATTEST

CHRISTIAN D. MENEFEE

County Attorney

By: \_\_\_\_\_

Signed by:

*Holland Banks*

46BB798593434F5...

Holland Samantha Banks

Assistant County Attorney

CAO File No. 25RPD0026

By: \_\_\_\_\_

Secretary

**EXHIBIT “A”**

EASEMENT TRACT

- ONEOK NGL Pipeline, L.L.C.  
Line No. 801 and 805  
Tract: TX-HA-LO-805B-064.000  
Project No. EO-2024-034- (Tract subject to the Pipeline Easement the “Easement Tract”),  
Agreement NO. C282692
  
  - Property ID: 0410240000132. 107 ACRES OF LAND, MORE OR LESS, OUT OF  
THE EDWARD SHIPMAN 1/3 LEAGUE, A-68, HARRIS COUNTY, TEXAS
- GPS: 29.811325°,-95.203750°

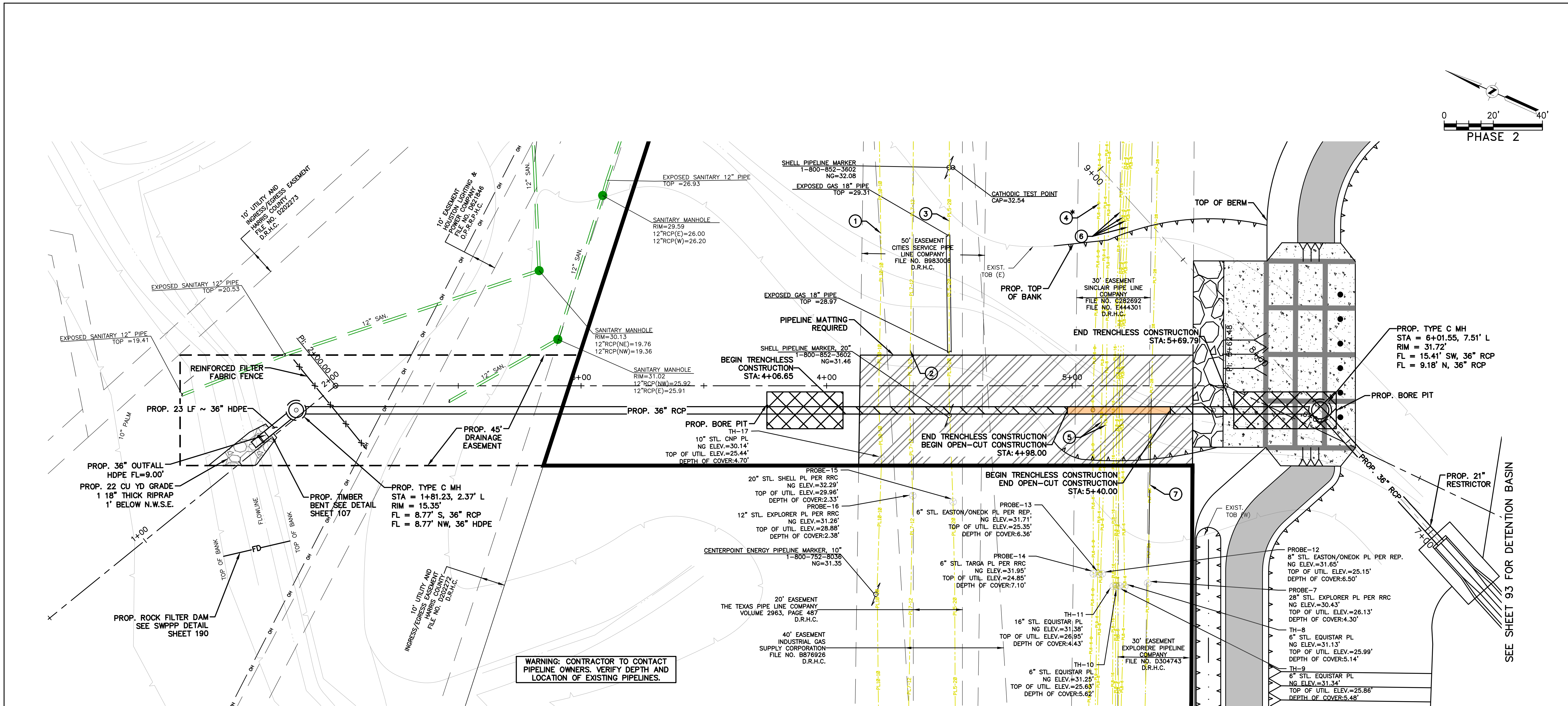
**EXHIBIT “B”**

APPROVED ENCROACHMENT

EO-2024-034 Harris County Engineering Department LONO-Pine Trails Subdivision Drainage  
Improvements- 2018

36” RCP storm sewer crossing, installed using a Full-Length Hand Tunnel under the pipeline easement as shown in the design drawings submitted to ONEOK by Crossing Party. Drainage improvements- underground pipes/boxes and basin installation. (“Crossing Party Facility”)

D:\cfa\2020\12013.pine\_trails\CAD Sheets\2012-013 PLAN AND PROF\_PH2.dwg



CHANNEL OUTFALL

NOTE:

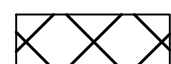
1. TARGA REQUIRES STORM SEWER TO BE INSTALLED BY OPEN-CUT CONSTRUCTION FOR A MINIMUM OF 10 FEET ON BOTH SIDES OF THEIR PIPELINE

NOTES:

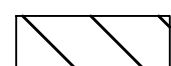
CAUTION: GAS IN AREA. PLEASE MAINTAIN 2FT+ CLEARANCE FROM THE GAS FACILITIES. PLEASE CALL TX 811 FOR A FACILITY LOCATE DIG TICKET PRIOR TO EXCAVATING.

A CNP REPRESENTATIVE SHALL BE ON-SITE TO MONITOR ANY CONSTRUCTION ACTIVITIES WITHIN TWENTY-FIVE (25) FEET OF THE 10" HP GAS LINE. THE CONTRACTOR SHALL NOT WORK WITHIN THIS DISTANCE WITHOUT A CNP REPRESENTATIVE ON SITE.

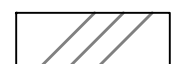
LEGEND



BORE PIT LOCATION



LIMITS OF TUNNELING



LIMITS OF PIPELINE MATTING



LIMITS OF OPEN-CUT CONSTRUCTION (SEE NOTE 1, THIS SHEET)

WARNING-High Pressure Natural Gas Pipeline or Natural Gas Liquids Pipeline, Contact the state's "One-Call" system and ONEOK at 1-800-344-8377 before digging.  
WARNING-High Pressure Natural Gas Pipeline or Natural Gas Liquids Line or Hydrocarbon Line, Contact the state's "One-Call" system and ONEOK at 1-888-844-5658 before digging.

THE ONEOK/EASTON 8-IN AND 6-IN PIPELINES ARE REQUIRED TO BE POTHOLE-LOCATED AT THE CROSSING LOCATION TO CONFIRM AT LEAST 2' OF WALL-TO-WALL SEPARATION BETWEEN THEM AND THE 36-IN RCP.

PIPELINE LEGEND				
KEY	PIPELINE COMPANY	SIZE (IN)	NUMBER OF PIPES	CONTACT
①	CENTERPOINT ENERGY	10	1	WILLIAM WILCOX: 713-830-7431
②	EXPLORER	12	1	PATRICK NWAKOBY: 918-493-5172
③	SHELL	20	1	GERALD CARABAJAL: 713-423-3384
④*	TARGA	12	1	BRIAN HOLLINGSWORTH: 318-573-6438
⑤	EASTON/ONEOK	12	2	KENDALL HALEY 713-305-8267
⑥	EQUISTAR	12	4	TOMMY GARCIA: 832-983-6844
⑦	EXPLORER	12	1	PATRICK NWAKOBY: 918-493-5172

\* SEE NOTE 1, THIS SHEET

NO.	REVISIONS	DATE	NAME
1	Added CenterPoint Note	4/1/25	JMS
2	NOTE ADDED PER ONEOK AGREEMENT	4/15/25	JMS
3	PIPE INSTALLATION METHOD, ADDITIONAL ONEOK NOTES	6/27/25	JMS

HARRIS COUNTY  
ENGINEERING DEPARTMENT

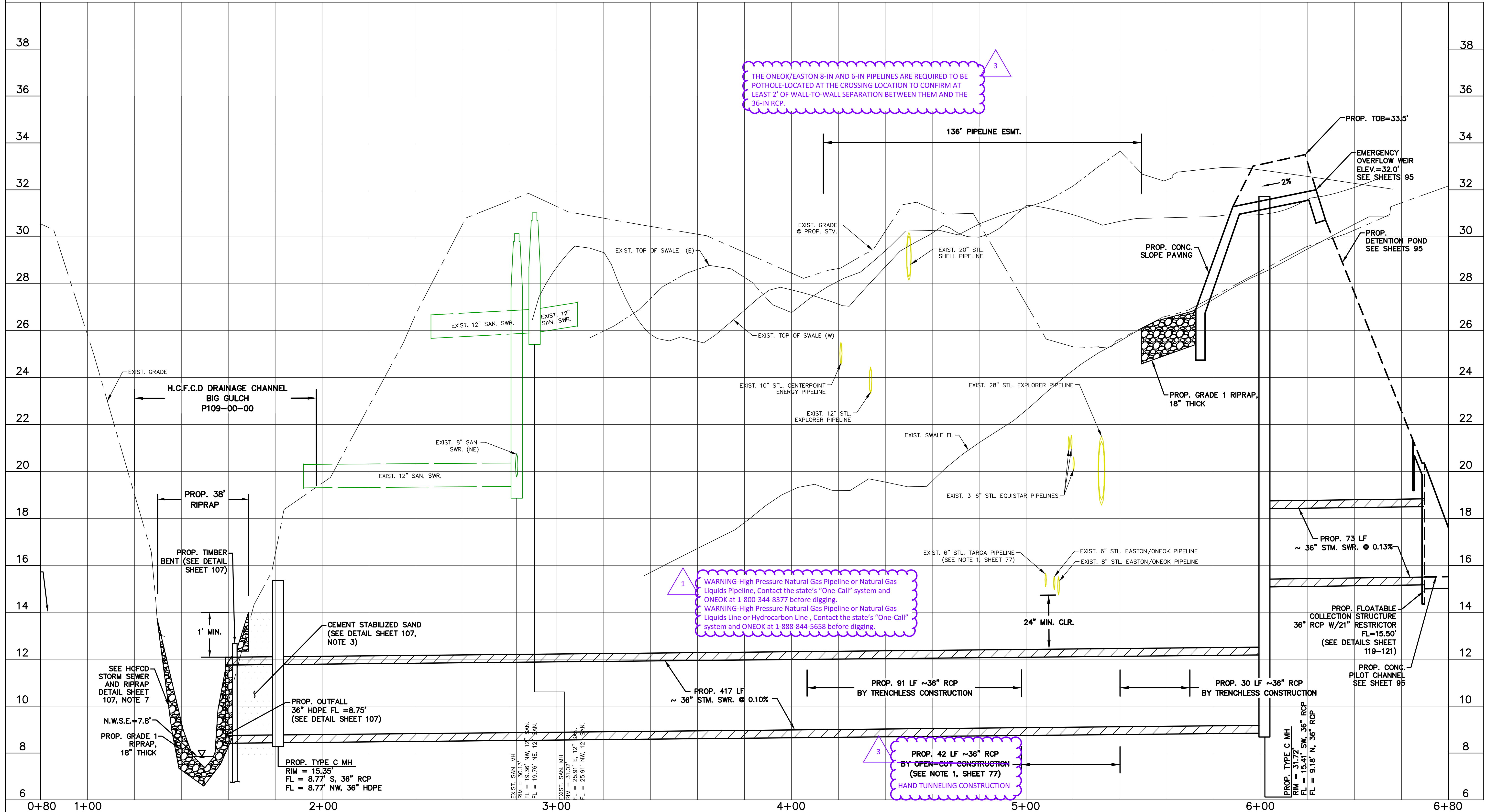


**CobbFendley**  
TBPE Firm Registration No. 274  
TBPLS Firm Registration No. 100467  
4424 West Sam Houston Parkway North, Suite 600  
Houston, Texas 77041  
713.462.3242 | fax 713.462.3262  
www.cobbfindley.com



PROJECT TITLE:		PINE TRAILS SUBDIVISION DRAINAGE IMPROVEMENTS - 2018 PHASE 2 AND PHASE 5	
SHEET DESCRIPTION:		PLAN & PROFILE - CHANNEL OUTFALL	
DRAWN BY:	DC/ZC	STA. 0+80 TO STA. 6+80 PLAN	DATE: 09/13/24
CK'D BY:	JMS	SCALE: H: 1"=20' V: 1"=2'	SHEET NO: 77/249

## CHANNEL OUTFALL



NO.	REVISIONS	DATE	NAME
1	NOTE ADDED PER ONEOK AGREEMENT	4/15/25	JMS
2			
3	PIPE INSTALLATION METHOD, ADDITIONAL ONEOK NOTES	7/2/25	JMS

HARRIS COUNTY  
ENGINEERING DEPARTMENT



 **CobbFendley**  
TBPE Firm Registration No. 274  
TBPLS Firm Registration No. 100467  
4424 West Sam Houston Parkway North, Suite 600  
Houston, Texas 77041  
713.462.3242 | fax 713.462.3262  
[www.cobbfendley.com](http://www.cobbfendley.com)



PROJECT TITLE: PINE TRAILS SUBDIVISION DRAINAGE IMPROVEMENTS – 2018 PHASE 2 AND PHASE 5			
SHEET DESCRIPTION: PLAN & PROFILE – CHANNEL OUTFALL			
DRAWN BY: DC/ZC	STA. 0+80 TO STA. 6+80 PROFILE		DATE: 09/13/24
CK'D BY: JMS	SCALE: H:	V:	SHEET NO: 78 / 249

D:\cfa\2020\12013.pine\_trails\CAD\Sheets\2012-013 PLAN AND PROF\_PH2.dwg

## **EXHIBIT “C”**

### **ONEOK GENERAL CONSTRUCTION REQUIREMENTS PROTECTION OF THE PIPELINE AND EASEMENT TRACT OF ONEOK**

ONEOK NGL Distribution System, L.L.C., as the owner and operator of pipeline(s) (“Pipeline”) (by and through its direct and indirect subsidiaries or Affiliates) (collectively “ONEOK”), is dedicated to protecting the environment, the public, contractors, and employees. The following requirements and guidelines for constructing, installing, or otherwise placing or permitting any object, natural or artificial over, under or perpendicular (the “Project”) to ONEOK’s Pipeline or easement Tract (“Easement Tract”) are established to comply with governmental regulations and to reduce the risk of damage to ONEOK’s Pipeline. Deviations from the following requirements may be requested in writing and must be approved and permitted by ONEOK prior to any such deviation.

Crossing Party desires to construct certain Encroachments within ONEOK’s Pipeline and Easement Tract (“Crossing Party Facility”). ONEOK’s consent to the Encroachment is conditioned on Encroaching Company’s compliance with the applicable terms of these ONEOK General Construction Requirements (“General Requirements”) and any specific construction requirements in any Encroachment Agreement or Letter of No Objection (either an “Agreement”) between the ONEOK and Crossing Party regarding the Encroachment. To the extent any of the requirements set forth in these General Requirements conflict with any specific construction requirements in an Agreement, the specific construction requirements of the Agreement will control.

General Requirements:

1. A plan and profile with sufficient detail depicting the relationship between ONEOK’s Pipeline, existing grade, grade during construction, final grade, and all surface and underground Encroachment’s ( “Construction Plan”) must be provided to ONEOK’s engineering department for evaluation and approval. All construction drawings shall have notation that reads as follows: “WARNING-High Pressure Natural Gas Pipeline or Natural Gas Liquids Pipeline, Contact the state’s “One-Call” system and ONEOK at 1-800-344-8377 before digging.” If the Encroachment is part of a development that will eventually result in the construction of a private dwelling, or any industrial building, or place of public assembly within fifty (50) feet of the pipeline, then Crossing Party must agree to provide the pipeline with a minimum depth of cover of 48" within the confines of the legal description for which the permit is written, and also to provide a registered plat at Crossing Party expense of the centerline of the pipeline with respect to Crossing Party planned improvements.
2. After acquiring approval of the Construction Plan, Crossing Party must give at least forty-eight (48) hours’ notice by calling the appropriate state One-Call telephone number before starting any individual excavation or other construction work in or near ONEOK’s Pipeline or Easement Tract.

3. ONEOK's Easement Tract must be kept clear of such things as trees, shrubs, ponds, culverts, driveways, rock or brick fences, retaining walls, lateral lines, septic tanks, lagoons, dikes, bridges, canals, levees, burn piles, trash dumps, feeders, pole barns, hay barns, carports, garages, trailers, tanks, buildings, homes or any inhabitable structures, or other obstructions that are not specifically permitted.
4. ONEOK permits the Encroachment only to the extent it may do so by law.
5. Crossing Party acknowledges and agrees that ONEOK's review or approval of the Construction Plans and/or other specifications relating to the Encroachments is solely for ONEOK's benefit for the protection of the Pipeline, and without any representation or warranty whatsoever to Crossing Party with respect to the adequacy, correctness or efficiency of the Construction Plan or otherwise, and it is understood that ONEOK's review or approval of the Construction Plan does not absolve Crossing Party of any liability for the Encroachment.
6. No utilities or roads shall run parallel to the ONEOK Pipeline within the Easement Tract.
7. Authorized ONEOK personnel and/or a ONEOK contractor or contract inspector (collectively, "ONEOK Representative") must be present during excavation within twenty-five (25) feet of ONEOK's Pipeline, Easement Tract or facility and will be deemed to be present if proper notice was given under this Agreement and appointment set for ONEOK Representative to be present.
8. Blasting within five hundred (500) feet of a ONEOK's Easement Tract is subject to evaluation and prior approval by ONEOK.
9. ONEOK personnel shall review construction drawings for facilities planned near or crossing ONEOK's easement. All construction drawings shall have a note that reads as follows: "WARNING-High Pressure Natural Gas Pipeline or Natural Gas Liquids Line or Hydrocarbon Line , Contact the state's "One-Call" system and ONEOK at 1-888-844-5658 before digging."
10. Changes in grade that could cause loss of cover or erosion within the Easement Tract are forbidden. Provisions to prevent erosion shall be incorporated into the Construction Plan.
11. Markers and signs must not be obstructed, removed, or damaged; however, any signs damaged or removed during construction and or operations shall be replaced per ONEOK's specifications.
12. Transportation of construction equipment longitudinally over ONEOK's Easement Tract is not permitted. A perpendicular construction crossing that provides a minimum of thirty-six (36) inches of cover, and as further described in the Surface Construction Requirements, section of this Exhibit C, must be used to gain access to job sites.
13. Future repairs to ONEOK's Pipeline and or Easement Tract that are required due to the activities of Crossing Party are to be performed at the expense of Crossing Party.

14. Pipeline rerouting, lowering, encasing, etc. that are required due to the activities of the Crossing Party will be done by ONEOK, or ONEOK's Representative, and will be paid for by Crossing Party. Crossing Party must pay the estimated costs of such operations in advance after receiving a line-itemed demonstration of the estimated expenses. Crossing Party will be entitled to a line-itemed demonstration of final and actual expenses and a reimbursement for any estimated costs paid that exceed the final and actual expenses within sixty (60) days of ONEOK's completion of the rerouting, lowering, encasing, etc.

15. Storage of equipment or materials on ONEOK's Easement Tract is prohibited.

16. Ground cover over the Easement Tract shall not be reduced and after completion of the Encroachment, the ground cover shall be restored by Crossing Party as nearly as reasonably possible to its condition prior to construction activities.

#### **Equipment Restrictions:**

1. The use of scrapers or pan-type tractors for soil removal within ten (10) feet of ONEOK's Pipeline is prohibited.

2. The use of vibratory rollers or sheepfoot rollers within five (5) feet of ONEOK's Pipeline is prohibited. ONEOK will address the best available technique at a reasonable cost given the specific circumstances at the time.

3. If reasonable, teeth covers shall be used on excavating equipment to reduce the chance of damaging ONEOK's Pipeline; however, the heavy equipment operator must dig no closer than one (1) foot from the top, bottom, or sides of the Pipeline, or greater if required by federal, state, or local regulation.

4. Track equipment shall not turn directly over ONEOK's Pipeline.

#### **Surface Construction Requirements:**

1. Roads shall cross as close to ninety degrees (90°) to ONEOK's Easement Tract as possible. In the event Encroacher will place upon or cross the easement with a load exceeding 20,000 pounds per axle and over eight (8) inches nominal diameter pipe or larger, Crossing Party shall install the approved Crossing Party Facility as required by ONEOK to ensure the continued safety and integrity of the Pipeline. By way of example and not to be construed as a limitation, in the event Crossing Party will place upon or cross the easement with a load exceeding 20,000 pounds per axle and on eight (8) inch nominal diameter pipe or larger, ONEOK may require the placement of wooden ties for temporary crossings and/or constructing a concrete cap. In addition, ONEOK agrees to install signage containing a "High Pressure Pipeline" warning adjacent to any roadway under which the Pipeline is located.

2. At no time will (i) the removal of the existing earth cover from over ONEOK's Pipeline such that ONEOK would be in violation of any existing law, regulation or order be permitted (ii) the cover be allowed to be less than thirty-six (36) inches, except to the extent prior written

approval is granted by ONEOK, or (iii) an increase in the existing earth cover cause the total to exceed ten (10) feet over the Pipeline.

3. Temporary construction crossings for heavy equipment access to job sites shall cross as close to ninety degrees (90°) to ONEOK's Easement Tract as possible and provide a minimum of ten (10) feet of earth cover or temporary bridges to be approved by ONEOK. Provisions to prevent rutting and erosion shall be used.
4. Structures such as manholes and catch basins cannot be located within ONEOK's Easement Tract.
5. Overhead power lines or other such crossings must maintain a twenty-five (25) foot clearance above the entire breadth of ONEOK's Easement Tract, and cross as close to ninety degrees (90°) as possible.
6. In the event Crossing Party is a Wind Farm, the rotor blades must maintain a seventy-five (75) foot clearance above the entire breadth of ONEOK's Easement Tract.
7. Poles, guy wires, etc. cannot be located within the boundaries of ONEOK's Easement Tract.
8. Fence posts must be located a minimum of ten (10) feet horizontal distance from ONEOK's Pipeline.

#### **Underground Construction Requirements:**

1. Crossings shall be made as close to ninety degrees (90°) to ONEOK's Easement Tract as possible.
2. Crossings shall be made under the existing line with a clearance of one and one-half (1.5) times the diameter of the largest pipe, but with at least two (2) feet of separation from ONEOK's Pipeline.
3. Except for portions of crossings installed by boring, a six (6) inch wide warning tape must be installed twelve (12) to eighteen (18) inches above non-metallic lines across the entire width of ONEOK's Easement Tract. For crossings installed by boring, markers will be installed at the boring ends and Crossing Party will sign the crossing. No tape will be installed between boring markers.
4. Warning signs, where practical, identifying the owner, type of service, and emergency phone numbers shall be placed at each edge of the Easement Tract at the crossing locations.
5. Buried fiber optics cables shall be encased in non-metallic conduit within ONEOK's Easement Tract.
6. Power lines must be installed in a non-metallic conduit; however, if a metallic conduit must be installed, cathodic protection will be required. Notwithstanding anything herein to the

contrary, underground alternating current (AC) electrical cables with a metallic outer sheath or bare concentric neutral installed within a twenty (20) foot corridor, ten (10) feet on each side of the Pipeline, should be placed in an insulating conduit or jacket such as reinforced fiberglass, polyethylene or polyvinyl chloride pipe. Cables energized to six hundred (600) volts or more should cross a minimum of three (3) feet below the Pipeline if practical, be incased in concrete if practical, and color coded red, across the entire right-of-way width. If it is practical to encase the cable in concrete, then six (6) inches of red concrete must protect the top of the conduit; however, in these instances concrete may be omitted if forty-eight (48) inches of clearance is maintained. The cable crossing should be clearly and permanently marked on each side of the right-of-way, if practical.

7. Metallic pipe crossings shall have corrosion test leads installed on both pipes at their intersection, if deemed necessary by Crossing Party and ONEOK engineers.

8. Bore pits must be ten (10) feet or more from ONEOK's Pipeline. The crossing point must be exposed at least two (2) feet deeper than the bottom of the Pipeline to verify sufficient clearance of the boring tool.

9. Open trench crossings must be made across only one Pipeline at a time. The trench must meet OSHA requirements. Temporary piping supports may be required.

10. Backfilling shall be performed in such a manner that the Pipeline is not subjected to impact damage or excessive stresses, and no large lumps of frozen soil, rocks, gravel, or like materials shall be backfilled directly onto the pipe. No foreign substances, such as welding rods, cans, ropes, skids, brush or trees, are to be placed in any excavation within ONEOK's Easement Tract.