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LETTER OF NO OBJECTION

September 2, 2021

Mr. George Zamora
Contract Utility Coordination, Engineering
Harris County Flood Control District
9900 Northwest Freeway
Houston, Texas 77092

**RE: LONO REQUEST FOR HARRIS COUNTY FLOOD CONTROL DISTRICT (HCFCD) CHANNEL RESTORATION
HCFCD PROJECT No. B104-03-02.1-X008
MAGELLAN PIPELINE COMPANY, L.P. PROJECT No. TX21019**

Dear Mr. Zamora:

By this letter agreement (“Agreement”) and pursuant to your proposal on behalf of Harris County Flood Control District (“HCFCD”) for the captioned Channel Restoration project, Magellan Pipeline Company, L.P. (“Magellan”) has reviewed the plans submitted and finds No-Conflict and offers No-Objection in accordance with the statements herein and attachments hereto.

According to our database files, the affected active pipeline properties are as follows:

- 29.562741°-95.142194 *general area of interest*
- Genoa Jct – Texas City 26” Active, High-pressure, Crude Pipeline
- Alignment 7025-AL-03
- Tract 7025-HA-8 (aka 226)

The HCFCD project proposes to remove and replace the concrete banks along the B104-03-02.1 ditch at a topography being similar to what presently exists. Items of interest to the Magellan Asset Integrity Review throughout the life of the project are:

- Manner of removal of the concrete at each bank wall where same is intersected by the 26" Magellan pipe.
- Magellan's job to prep/coat/protect the pipe once the concrete has been removed, and in anticipation of the installation of new concrete bank walls.
- Those two areas of pipeline where the transition from buried pipe to atmosphere occurs.
- The design and manner of installation of the new bank walls.
- The relationship of the Magellan pipeline supports to the proposed HCFCF project.
- Schedule
- On-site inspection requirements – dependent upon scope of work and schedule.

Other Considerations:

Heavy Equipment Crossings

Although exact construction equipment is not known at this time, pipeline stress calculations have been performed based on an assumed maximum loaded vehicle weight of 80,000 lbs. The stress calculations further assumed that the gross loaded vehicle weight was evenly distributed between two (2) axles resulting in a maximum wheel load of 20,000 lbs. Based upon these assumptions and the pipeline depths of provided by Magellan, equipment meeting the aforesaid criteria may safely cross the Magellan pipelines; **however, a Magellan field representative will need to be present to verify the pipeline depth of cover prior to allowing equipment to cross. A minimum cover of four (4) feet shall be maintained for all equipment crossings over Magellan pipelines.**

Tracked equipment and equipment exceeding the maximum wheel load specified above will not be allowed to cross the Magellan pipelines without further evaluation of the pipeline stresses. If equipment exceeding the maximum wheel load specified above will need to cross the pipelines, 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.

Maximum Unsupported Span Length

Certain precautions will need to be implemented to ensure the safety of the pipeline. Magellan's standard practice is to conduct non-destructive evaluations and/or weld on reinforcing sleeves on all girth welds that will be fully exposed when the native supporting soil under the pipeline will be removed for a length greater than or equal to the respective pipeline's safe maximum allowable unsupported span length.

Based on the pipeline specifications and maximum operating pressure for the pipeline, **the safe maximum unsupported span length is 20'.**

The contractor will need to pay careful attention to the unsupported pipe length of the Magellan pipelines. If more than the safe maximum unsupported span length for the pipeline has been exposed, Magellan will require non-destructive evaluations of the girth welds and will make repairs as necessary. Costs associated with repair work or the need for a pipeline contractor for assistance will be the responsibility of the HCFCF.

Recommended Action: No relocation necessary.

A company representative will need to be present during construction of the proposed improvements to confirm minimum clearance and depth of cover requirements have been met and that the existing Magellan pipelines are not damaged. In the event 3rd party inspection services are required, HCFCD agrees to pay the direct cost for the inspection deemed necessary by Magellan. The engagement of any 3rd Party resources for which Magellan shall be seeking compensation pursuant to the terms of this paragraph, shall be prefaced by written notice to HCFCD with an estimate of cost based upon HCFCD's scope of work and schedule. Said reimbursable costs for third party inspection shall not exceed \$20,000.00.

A corrosion contractor will perform a cleaning and recoating of the Magellan pipeline at those areas where the line transitions from buried to atmosphere. HCFCD agrees to pay the direct cost for the corrosion prevention work and any other fortifications/protections deemed necessary by Magellan, which reimbursable costs for same shall not exceed \$19,430.00.

Magellan shall provide invoices for actual costs provided for above to HCFCD for timely reimbursement. Standard industry practice for invoicing will be used, consistent with HCFCD policy.

The Parties understand and agree that the maximum amount HCFCD will have available to pay its obligations under this Agreement is \$50,000. Any additional amounts will need to be approved by Harris County Commissioners Court.

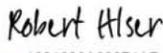
Magellan Rights

Magellan and HCFCD agree that the existence of the Approved Encroachments or this Agreement does not constitute a waiver of Magellan's rights under the Easement.

End of Page 4

If acceptable, please have the appropriate representative of HCFCDD sign and return this letter to me. If I may ever be of assistance, please don't hesitate to contact me.

Sincerely,

DocuSigned by:

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Bob Hiser
Senior Real Estate Representative

Accepted and agreed this _____ day of _____, 2021 by the duly authorized representative of HCFCDD as evidenced by the signature below.

APPROVED AS TO FORM:

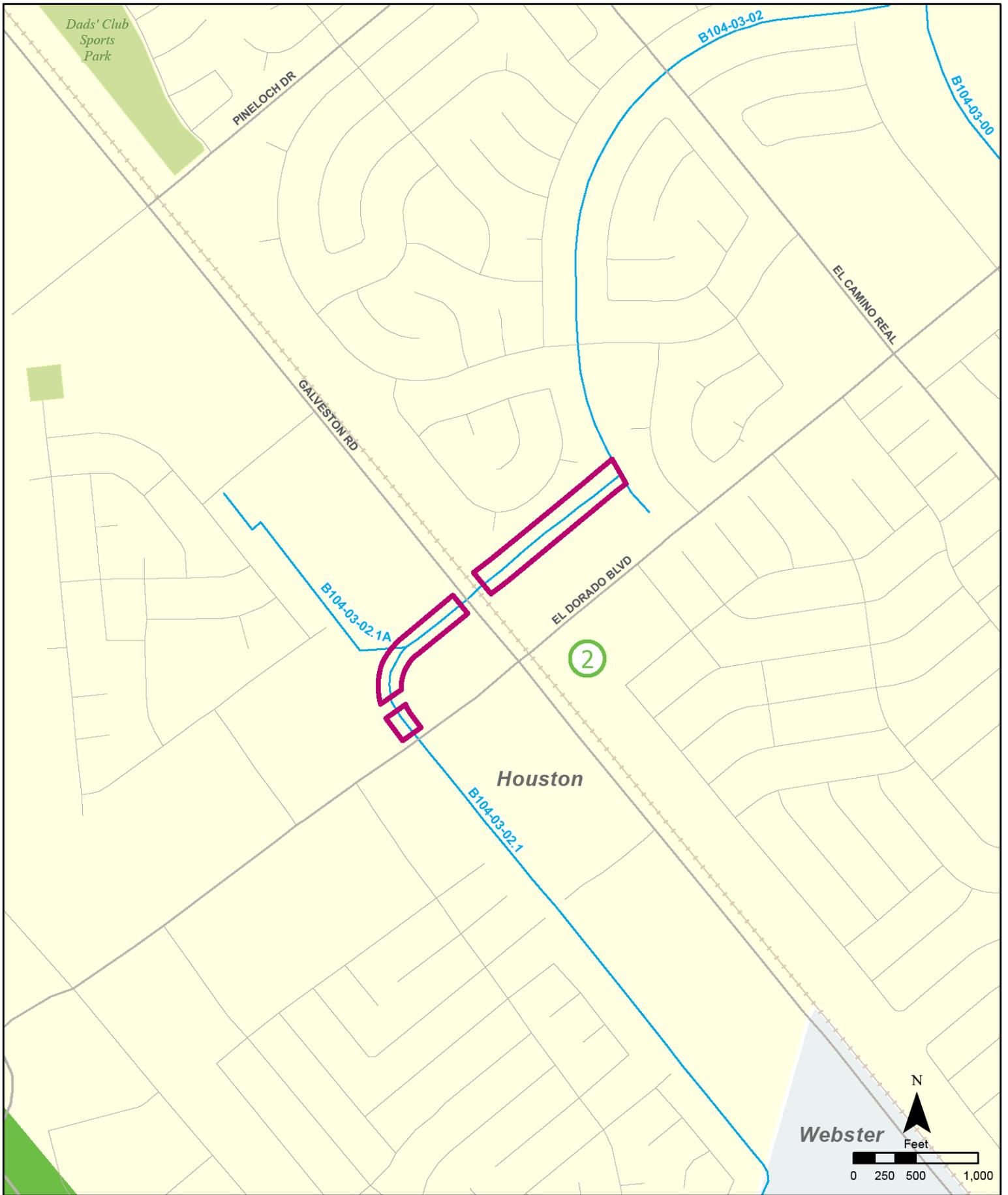
CHRISTIAN D. MENEFEE
HARRIS COUNTY ATTORNEY

HARRIS COUNTY FLOOD CONTROL DISTRICT

DocuSigned by:

D9FE318CE1BA4BE...
BY _____
Laura Fiorentino Cahill
Assistant County Attorney

BY _____
Lina Hidalgo
County Judge



Project ID: B104-03-02.1-X008

Watershed: Armand Bayou
Precinct: 2

