



ENTERPRISE PRODUCTS PARTNERS L.P.
ENTERPRISE PRODUCTS HOLDINGS LLC
(General Partner)

ENTERPRISE PRODUCTS OPERATING LLC

CONDITIONAL LETTER OF NO OBJECTION

Expires: 6 months from date of this Letter

May 29, 2024

Garrett Chubb
Pape-Dawson Engineers
gchubb@pape-dawson.com

**RE: REQUEST FOR ENCROACHMENT ACROSS THE NEW BRAUNFELS TO KYLE STATION
LOOP
SOUTH TEXAS-TX150 – LID: 9033-1 – DB: 21254
LETTER OF NO OBJECTION – COMAL COUNTY, TEXAS**

Dear Mr. Chubb:

Please be advised that given the nature and purpose of Enterprise Texas Pipeline LLC as represented by its operator, Enterprise Products Operating LLC (“COMPANY”) active pipeline(s) within the vicinity of the project area, this letter agreement is to memorialize our understanding regarding your request on behalf of Southstar at Mayfair, LLC (“ENTITY”) regarding ENTITY’S proposed construction of one (1) eight inch (8”) PVC sanitary sewer as per plans and/or specifications from Pape-Dawson dated November 2023, a copy of which are attached hereto as Exhibit A (collectively referred to as the “ENCROACHMENT”) crossing the New Braunfels to Kyle Station Loop (the “PIPELINE”) of COMPANY located within the right-of-way/easement as depicted on the GIS map attached hereto as Exhibit B (the “EASEMENT”).

COMPANY’S PIPELINE is in the vicinity of the proposed ENCROACHMENT. Accordingly, **COMPANY will not object to the ENCROACHMENT and related construction activities if, and only if, ENTITY agrees to follow the safety standards set forth in this conditional letter of no objection.** Failure to follow these safety requirements may disturb the PIPELINE, its appurtenant assets or its support structure posing a threat to the environment, persons and public safety.

If ENTITY objects to anything set forth in this conditional letter agreement, contact COMPANY immediately – before any construction activities commence - so that ENTITY and COMPANY can review and agree on safe work practices. Conditioned upon ENTITY’S agreement of the following, COMPANY will not make an objection to the proposed ENCROACHMENT:

1. A minimum of 48 hours (excluding weekends and holidays) prior to commencing construction activities relating to the ENCROACHMENT, ENTITY will (i) confirm that the local One-Call has been notified of the construction activities (ENTITY or its agents may contact One-Call by dialing 811) and (ii) contact COMPANY’S Operations representative Gary Stump at 210-528-4756, so that Mr. Stump or his designated representative (“COMPANY’S REPRESENTATIVE”) can be present during any approved construction operations.
2. COMPANY’S REPRESENTATIVE will have the right to observe the construction of the ENCROACHMENT. ENTITY understands that COMPANY’S REPRESENTATIVE may suspend any work activities on the ENCROACHMENT if COMPANY’S REPRESENTATIVE, in his sole and absolute discretion, determines that such activities are in violation of any applicable law, ordinance or regulation or pose an imminent risk of bodily injury or death to persons, a threat to the environment or damage to the PIPELINE.
3. The following language must be conspicuously displayed on all drawings depicting the PIPELINE:

WARNING! HIGH PRESSURE PIPELINE

Excavation and/or Construction Prohibited without Prior Written Permission From
Enterprise Products Operating LLC

4. ENTITY'S crossing(s) will be as close to ninety (90) degrees as possible to the PIPELINE, but not less than forty-five (45) degrees. COMPANY will require physical verification of the PIPELINE depth of cover and alignment, at ENTITY'S expense, prior to work being performed near the PIPELINE. Physical verification may be via hydro-excavation or any other method and shall be coordinated with and approved by COMPANY'S REPRESENTATIVE. If the PIPELINE is not at the anticipated alignment or depth, ENTITY shall adjust accordingly at no expense to COMPANY or its affiliates.
5. ENTITY will install the aforementioned one (1) eight inch (8") PVC sanitary sewer across and under the PIPELINE, via trenchless construction, in such a way that a minimum vertical separation of 4.23 feet between the bottom of the PIPELINE and the top of ENTITY'S sanitary sewer is maintained. All bore pits should be outside the EASEMENT. ENTITY shall include adequate inspection potholes a minimum twenty-four inches (24") below the PIPELINE to ensure pilot drill is below the PIPELINE. Location of inspection potholes is at the discretion of the COMPANY'S REPRESENTATIVE. ENTITY should evaluate the stipulations provided and adjust accordingly at no expense to COMPANY, or its affiliates, if the stipulations provided present safety and/or environmental concerns.
6. ENTITY understands that moving heavy construction equipment across the PIPELINE and/or the EASEMENT can damage the PIPELINE, thereby posing a threat to the environment and the safety of persons in the vicinity and the public. ENTITY will provide COMPANY with a **minimum of 72 hours notice** prior to crossing the PIPELINE with any heavy equipment. Wherever ENTITY is intending to cross the PIPELINE and/or the EASEMENT with heavy equipment, ENTITY will place eight inch (8") timber matting or other suitable material over the PIPELINE as determined by COMPANY'S REPRESENTATIVE. **NOTE:** It is the responsibility of ENTITY to confirm that the matting is constructed in a manner that will sustain proposed heavy equipment. No medium to large vibratory compaction equipment is allowed within minimum ten feet (10') from the PIPELINE, only walk-behind vibratory rollers/compactors are allowed. ENTITY will maintain a minimum of 3.67 feet of stable soil cover over the top of the PIPELINE at locations where construction or maintenance activities will take place over the PIPELINE.
7. ENTITY may place excavated material inside the EASEMENT, but may not place such material over the PIPELINE unless approved by COMPANY'S REPRESENTATIVE. No equipment will be allowed to work over the PIPELINE unless approved by COMPANY'S REPRESENTATIVE. COMPANY requires hand excavation to be performed within eighteen-inches (18") plus half the diameter of the PIPELINE; however, at no point should mechanical excavation be performed less than two feet (2') from the PIPELINE. All mechanical digging equipment must have the teeth removed or barred with a plate welded across the teeth. No detachable implements will be allowed without safety locks. No excavation or removal of cover will be permitted within the EASEMENT, without prior approval.
8. ENTITY will not place large landscaping with a mature untrimmed height greater than eighteen inches (18") on the EASEMENT. No trees will be permitted on the EASEMENT and COMPANY reserves the right to trim the canopy of any trees adjacent to the EASEMENT to prevent overhang onto the EASEMENT. No permanent structures will be permitted on the EASEMENT, including, but not limited to, light or utility poles, fences, buildings, houses, barns, garages, patios, swimming pools, or reinforced concrete slabs.
9. Any and all use of the EASEMENT for temporary workspace and any and all crossings of the PIPELINE must be approved by COMPANY'S REPRESENTATIVE, provided, however, that such

approval shall not be unreasonably withheld. ENTITY agrees to clean up and repair all damages to the EASEMENT resulting from any ENTITY'S use of, or work on or across, the EASEMENT. Any and all damage repairs and cleanup of the EASEMENT will be subject to COMPANY'S acceptance.

10. ENTITY may place and maintain utility markers on either edge of the EASEMENT, unless said markers interfere with landowner's or tenant's land use.
11. The existence of the ENCROACHMENT does not modify or constitute a waiver of COMPANY'S rights under the EASEMENT or any other rights which may be implied by law or equity; and COMPANY expressly reserves all such rights.
12. ENTITY understands that COMPANY'S issuance of this conditional letter of no objection was based on many factors, including the circumstances of the COMPANY, the EASEMENT, the PIPELINE and COMPANY'S business at the time issued and in the future these factors and circumstances can change. COMPANY'S issue of no objection to the construction of the ENCROACHMENT will **expire six (6) months from the date of this letter**, unless the construction/encroachment described in the scope of work crossing the EASEMENT has been completed. If ENTITY is unable to commence construction of the ENCROACHMENT within six (6) months after the date of this letter or, if after timely commencement of construction of the ENCROACHMENT, suspends construction thereof for a period greater than six (6) months, and ENTITY still intends to construct and/or complete construction of the ENCROACHMENT, ENTITY must resubmit the construction plans for the ENCROACHMENT, whether or not such plans have changed, for review by COMPANY and COMPANY, in its sole and absolute discretion, will determine whether it will have no objection at that time to such plans as resubmitted.

If you believe anything set forth in this letter misstates our understanding or if you require more information or clarification of any matters set forth herein, please contact the undersigned at your soonest convenience. The undersigned can be reached at (713) 381-3135 or contacted via e-mail at mgilbert@eprod.com.

Regards



Mike Gilbert
Senior Land Representative

cc: Ricardo Melgoza
Gary Stump
Rendrick Doucet
Caesar Leynes
Nour Farrag

