



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

8/5/2024

Ashley Sundby
Pape-Dawson Engineers
2000 NW Loop 410
San Antonio, TX 78213

**RE: REQUEST FOR ENCROACHMENT ACROSS THE BRUNI COMAL S.A. SOUTH LOOP
EXTENSION PIPELINE
JOB NUMBER: 13316-04
SYSTEM: SOUTH TEXAS-TX150; LID 9146; TRACT E-24; DB 21715
LETTER OF NO OBJECTION – BEXAR COUNTY, TEXAS**

Dear Ms. Sundby:

Please be advised that given the nature and purpose of Enterprise Texas Pipeline LLC as represented by its operator, Enterprise Products Operating LLC ("COMPANY") having active pipeline(s) within the vicinity of the project area, this letter agreement is to memorialize our understanding regarding your request on behalf El Rancho Sonrisa, LLC ("ENTITY") regarding ENTITY'S proposed construction of one (1) eight inch (8") PVC sanitary sewer line as per plans and/or specifications from Pape-Dawson Engineers dated June 2024, a copy of which are attached hereto as Exhibit A (collectively referred to as the "ENCROACHMENT") crossing the Bruni Comal S.A. South Loop Extension (the "PIPELINE") of COMPANY located within the right-of-way/easement as depicted on the GIS map attached hereto as Exhibit B and further described in that certain Right-of-Way Agreement from WM. H. Russell et al to United Gas Pipeline Company dated April 6, 1953 and recorded in Volume 3358, Page 509 in the Records of Deeds County, Texas (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 PVC sewer line across and over the PIPELINE via open excavation method in such a way that a minimum vertical separation of two point two feet (2.2') between the top of the PIPELINE and the bottom of ENTITY'S sewer line is maintained. ENTITY shall open trench in a manner that allows for safe manned entry in accordance with OSHA standards. ENTITY shall install foreign utility post markers at EASEMENT edges if the utility line installed crosses above the PIPELINE with less than four feet (4') vertical separation from the outer edge of the PIPELINE. Foreign utilities crossing the PIPELINE should include warning tape in accordance with the American Public Works Association (APWA) Uniform Color Code, above the foreign utility, twelve inches (12") below ground and shall extend at least twenty feet (20') each direction measured from the crossing point.
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 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 timber 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 nine and one half feet (9.5') 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 not excavate or remove cover (or fill) within the EASEMENT 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.
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.

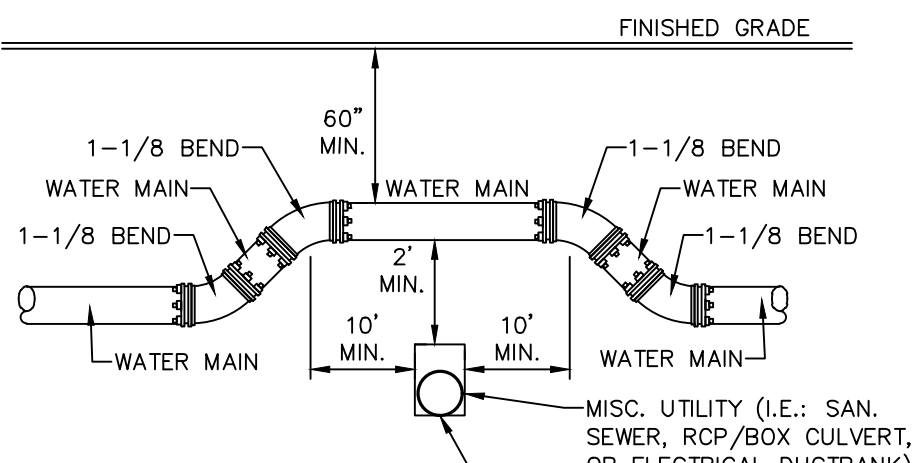
If you believe anything set forth in this letter misstates our understanding or if you require more information or clarification of any matters set forth herein, please contact the undersigned at your soonest convenience. The undersigned can be reached at (713) 381-3104 or contacted via e-mail at marodriguez@eprod.com.

Regards,



Michele Rodriguez
Land Representative

cc: Ricardo Melgoza
Hector Villanueva
Gary Stump
Rishabh Mahajan
Caesar Leynes
Alejandro Benavides
Alfredo Saenz
Israel Silva



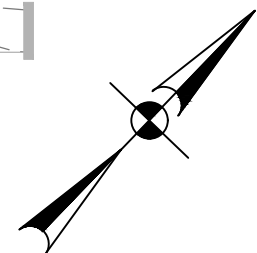
NOT-TO-SCALE

ALL JOINTS ARE FULLY RESTRAINED IN
ACCORDANCE WITH SAWS SPECIFICATION
TABLE DD-839-06.

WHERE SEWER PIPE CROSSES
A WATER LINE, THE SEWER
SHALL BE 160 PSI AND MEET
- THE REQUIREMENTS OF ASTM
D2241 WITH ONE 20' JOINT
CENTERED AT THE WATER
CROSSING

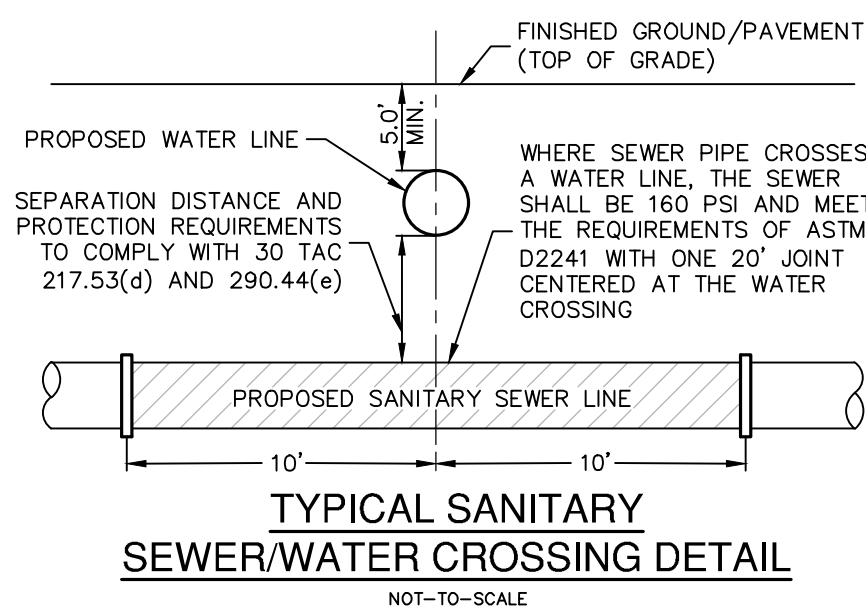


- (A) 25' SANITARY SEWER EASEMENT
(VOL. _____ PGS. _____)
- (H) 20' CONSTRUCTION EASEMENT
(CALLED 94.930 ACRE TRACT RAWLS
INVESTMENTS LP & RICHLI INVESTMENTS LP;
VOL. 14874, PGS. 1747-1767, O.P.R.)
- (N) FUTURE 10' R.O.W. DEDICATION TO
THE CITY OF SAN ANTONIO
(CALLED 94.930 ACRE TRACT RAWLS
INVESTMENTS LP & RICHLI INVESTMENTS LP;
VOL. 14874, PGS. 1747-1767, O.P.R.)
- (O) FUTURE 14' GAS, ELECTRIC, TELEPHONE
AND CABLE TELEVISION EASEMENT
(CALLED 94.930 ACRE TRACT RAWLS
INVESTMENTS LP & RICHLI INVESTMENTS LP;
VOL. 14874, PGS. 1747-1767, O.P.R.)
- (D) EXISTING 30' GAS EASEMENT
(ALAMO GAS SUPPLY COMPANY;
VOL. 4761, PGS. 257-258 D.R.)
- (R) EXISTING 50' GAS EASEMENT
(UNITED GAS PIPELINE;
VOL. 3358, PGS. 509-510, D.R.)



SANITARY SEWER LINE "F"
STA. 12+00.00 TO 23+00.00

VERTICAL SCALE: 1" = 5'
HORIZONTAL SCALE: 1" = 50'



CAUTION!!

CONTRACTOR SHALL BE REQUIRED TO LOCATE ALL PUBLIC OR PRIVATE UTILITIES INCLUDING BUT NOT LIMITING TO: WATER, SEWER, TELEPHONE AND FIBER OPTIC LINES, SITE LIGHTING ELECTRICAL, SECONDARY ELECTRIC, PRIMARY ELECTRICAL DUCTBANKS, LANDSCAPE IRRIGATION FACILITIES, AND GAS LINES. ANY UTILITY CONFLICTS THAT ARISE SHOULD BE COMMUNICATED TO THE ENGINEER IMMEDIATELY AND PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL CONTACT 1-800-DIG-TESS A MINIMUM OF 48 HOURS PRIOR TO THE START OF ANY UTILITY WORK. ANY DAMAGE TO UTILITIES SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND THE REPAIR SHALL BE AT CONTRACTOR'S SOLE EXPENSE WHETHER THE UTILITY IS SHOWN ON THESE PLANS OR NOT.

TRENCH EXCAVATION SAFETY PROTECTION

CONTRACTOR AND/OR CONTRACTOR'S INDEPENDENTLY RETAINED EMPLOYEE OR STRUCTURAL DESIGN/ GEOTECHNICAL/ SAFETY/EQUIPMENT CONSULTANT, IF ANY, SHALL REVIEW THESE PLANS AND ANY AVAILABLE GEOTECHNICAL/GEOTECHNICAL INFORMATION AND THE ANTICIPATED INSTALLATION SITE, WITHIN THE PROJECT AREA, TO DETERMINE THE APPROPRIATE TRENCH EXCAVATION SAFETY PROTECTION SYSTEMS, PROGRAMS AND PROCEDURES FOR THE PROJECT DESCRIBED IN THE CONTRACT DOCUMENTS AND THE CONTRACTOR'S IMPLEMENTATION OF THESE SYSTEMS, PROGRAMS AND/OR PROCEDURES SHALL PROVIDE FOR ADEQUATE TRENCH EXCAVATION PROTECTION TO BE APPLIED TO ALL TRENCHES EXCAVATED FOR TRENCH EXCAVATIONS. SPECIFICALLY, CONTRACTOR AND/OR CONTRACTOR'S INDEPENDENTLY RETAINED EMPLOYEE OR SAFETY/EQUIPMENT CONSULTANT SHALL IMPLEMENT A TRENCH SAFETY PROGRAM IN ACCORDANCE WITH THE OSHA REGULATIONS GOVERNING TRENCHING ACTIVITIES OF INDIVIDUALS WORKING IN AND AROUND TRENCH EXCAVATIONS.

SEWER LOWER - WEST SEWERSHED - DOS RIOS/LEON CREEK

DEVELOPER'S NAME: EL RANCHO SONRISA, LLC
ADDRESS: 8626 JODHPUR
CITY: FAIR OAKS RANCH STATE: TEXAS ZIP: 78015
PHONE# (210) 381-9813 FAX#
P24-071, P24-072, P24-073, P24-074
SAWS BLOCK MAP# P24-075 TOTAL EDU'S 2 TOTAL ACREAGE N/A
TOTAL LINEAR FOOTAGE OF PIPE: 8" 6,072 LF TOTAL N/A
NUMBER OF LOTS N/A SAWS JOB NO. 24-1540



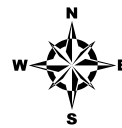
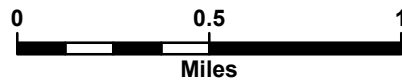
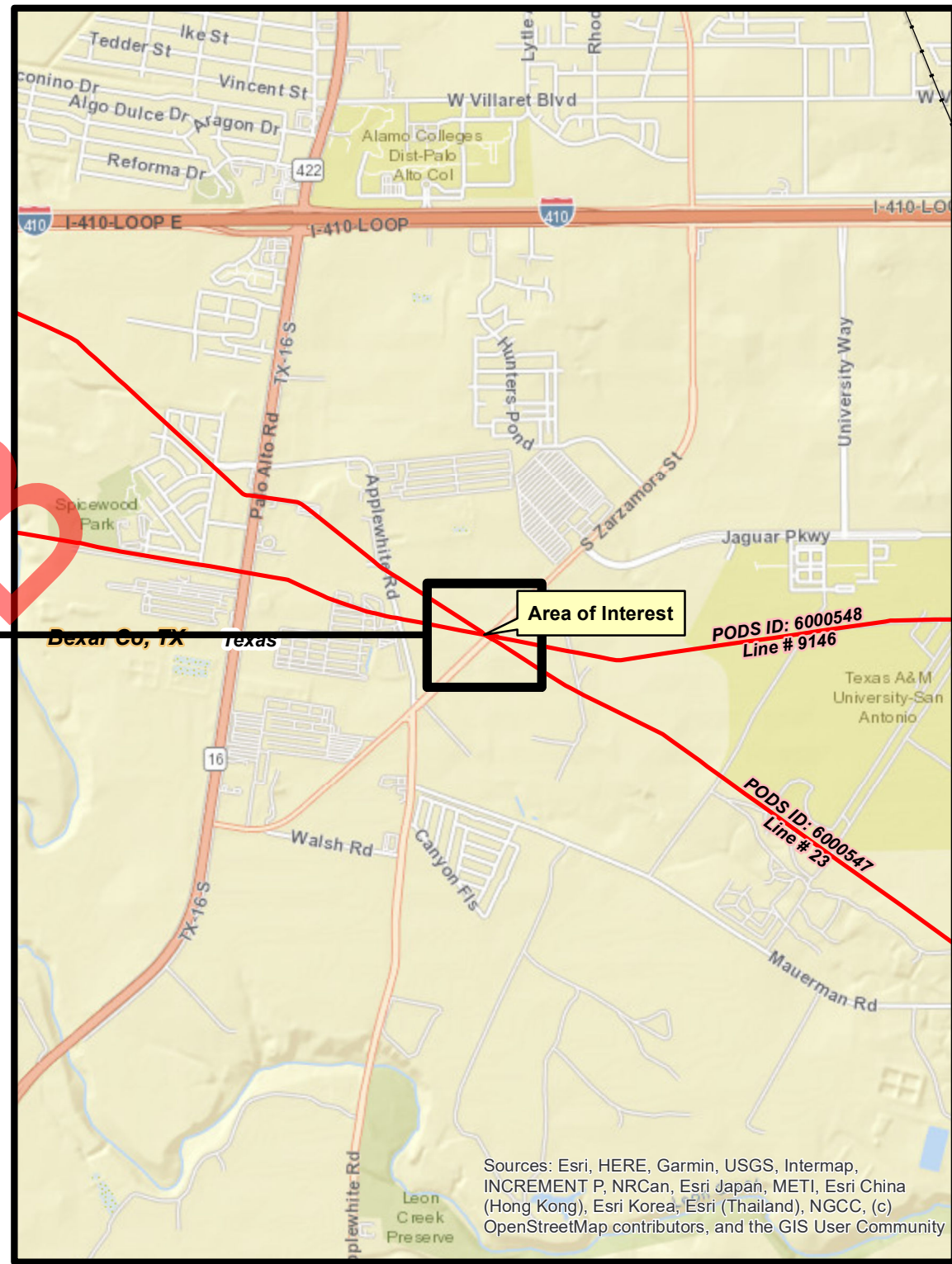
**PAPE-DAWSON
ENGINEERS**

2000 NW LOOP 410 I SAN ANTONIO, TX 78213 I 210.375.9000
TEXAS ENGINEERING FIRM #470 I TEXAS SURVEYING FIRM #10028800

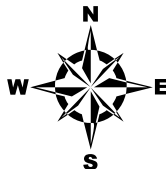
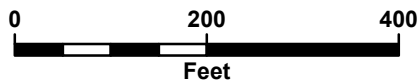
SMILEY TRACT OFFSITE SEWER
SAN ANTONIO, TEXAS

SEWER LINE F ~ STA. 12+00.00 TO 23+00.00
SANITARY SEWER PLAN & PROFILE

PLAT NO. _____
JOB NO. 13316-04
DATE JUNE 2024
DESIGNER AS
CHECKED AS DRAWN AD
SHEET C1.03



This map has been carefully compiled from the best existing sources available at the time of preparation, but neither Enterprise Products Company nor any entity associated therewith, guarantees the accuracy of this map or assumes any responsibility or liability for any reliance thereon. 7/23/2024 (MR).



COORDINATES SHOWN HEREON MAY NOT REPRESENT PRECISE LOCATIONS. THEY SHOULD BE USED FOR GENERAL LOCATIONAL PURPOSES ONLY.

**EL RANCHO SONRISA LLC-SANITARY SEWER-S ZARZAMORA ST
BEXAR COUNTY, TX
ENCROACHMENT DB-21715**