

Department of Engineering
Tim Bryan, P.E., County Engineer

3137 South Liberty Street, Canton, MS 39046
Office (601) 790-2525 FAX (601) 859-3430

MEMORANDUM

April 20, 2022

To: Sheila Jones, Supervisor, District I
Trey Baxter, Supervisor, District II
Gerald Steen, Supervisor, District III
Karl Banks, Supervisor, District IV
Paul Griffin, Supervisor, District V

From: Tim Bryan, P.E., PTOE
County Engineer

Re: Acknowledge Letter & Agreement to The Conditions
Utility Agreement with Texas Eastern Transmission, LP

The Engineering Department is requesting the Board acknowledge the attached Letter of "No Objection for Road Crossing across Texas Eastern Right of Way and Above Pipeline" CLIN-KOSC Line 14 and 18, Mile Post 328.119 (32.495023, -90.1171.28) for the roadway construction in Madison County known as Reunion Parkway Phase 3, Project No. STP-6988-00(003) LPA/106992-701000 with a signature by the President of the Madison County Board of Supervisors.

SHEILA JONES
District One

TREY BAXTER
District Two

GERALD STEEN
District Three

KARL BANKS
District Four

PAUL GRIFFIN
District Five

TEXAS EASTERN TRANSMISSION, LP
5400 Westheimer Court
Houston, TX 77056-5310
713.627.5400 main

Mailing Address:
P.O. Box 1642
Houston, TX 77251-1642



LETTER OF NO OBJECTION

4/20/2022

Madison County Board of Supervisors
125 West North Street, P.O. Box 608
Canton, MS 39046

Attn: Construction Projects Department

RE: Letter of No Objection
Road Crossing across Texas Eastern Right of Way and Above Pipeline
CLIN-KOSC Line 14 and 18 Mile Post 328.119 (32.495023, -90.117138)
Madison County, Mississippi

To Whom it May Concern:

Madison County Board of Supervisors ("Madison County") intends to cause a construction project that includes building a road over Texas Eastern Transmission, LP's ("Texas Eastern's") existing Line 14 and 18 near M.P. 328.12 as shown in the attached Exhibit A-B. Texas Eastern has no objection to the Madison County's request for the purpose stated above (collectively, the "Permitted Activities") subject to the Madison County's acceptance of the following conditions:

1. Madison County must notify Texas Eastern forty-eight (48) hours prior to mobilizing and entering upon Texas Eastern's rights of way to perform construction of the permitted activities. Such notification shall be made to Area Supervisor Douglas White by calling (601) 506-5460 or Area Pipeliner Justin Saulters (601) 317-2228.
2. Madison County must notify Texas Eastern of any plans to demobilize prior to completion of construction of the permitted activities. Madison County must notify Texas Eastern forty-eight (48) hours prior to re-mobilizing and entering upon Texas Eastern's rights of way to complete construction of the permitted activities.
3. Texas Eastern shall have the right to be present and accompany any individuals conducting the Permitted Activities, but not to unreasonably interfere with the carrying out of the Permitted Activities.
4. Presently Texas Eastern has approximately 44" of cover over the pipeline. No cover shall be removed. (30"OD x 0.375"WT x API-5LX-52)

5. Madison County agrees to provide a minimum clearance of six feet (6') between the top of TETLP pipeline and the proposed top of pavement. A minimum clearance of six feet (6') will be maintained between the top of TETLP pipeline and drainage ditch flow line.
6. Madison County shall adhere to all applicable requirements specified in the attached Transmission Guidelines TG-010, "Requirements for Construction Near Company Pipelines".
7. Madison County agrees that no heavy equipment, such as drilling equipment and support vehicles, container trucks, forklifts, backhoes, bulldozers, etc, shall park on Texas Eastern's pipeline rights of way.
8. Madison County agrees no surface facilities (other than the Permitted Activities) will be located on Texas Eastern's rights of way in conjunction with the proposed crossing.
9. Madison County agrees that in exercising the rights granted herein it will strictly comply with all instructions from Texas Eastern regarding appropriate safety practices while working adjacent to or crossing Texas Eastern's pipeline facilities.
10. Madison County agrees that it will, upon the completion of the Permitted Activities, remove any equipment on the right of way as a part of the Permitted Activities, repair any damage to the right of way that might have been caused, and will return the right of way to the condition it was in before Madison County's entry onto the right of way.
11. Madison County shall be responsible for and agrees to protect, indemnify and save Texas Eastern harmless from and against any and all expenses, costs, attorney's fees, court costs, losses, damages, and from claims, demands and causes of action of every kind and character, including those arising from any injury of or death to any person, damage to or destruction of property, contamination of the environment or injury to natural resources, including third parties hereto and the parties hereto, whether contractual, in tort, or a matter of strict liability or liability imposed by statute, regulations or ordinances, or third parties, on account of, incident to, in connection with, or arising out of performance of the Permitted Activities.
12. Madison County agrees that in exercising the rights granted herein it will exercise due care in performing any work on the property so as not to damage Texas Eastern's pipelines, facilities, or equipment located on the property, or in any way interfere with their operation.
13. Before entering the property, Madison County, at its own expense, shall procure and maintain, or require its authorized representative or agents to procure and maintain, during the entire period access is granted under this Agreement, including an extensions granted by Texas Eastern, policies of liability insurance issued by insurance companies duly qualified or licensed to issue policies in the State of Mississippi reasonably acceptable to Texas Eastern, that are primary as to any other existing, valid, and collectible insurance insuring Texas Eastern against any loss or liability caused by or in connection with

Madison County's activities on the property, in amounts not less than those described in this Paragraph. The policies of liability insurance shall note Texas Eastern as a certificate holder. The insurance required hereunder in no way limits or restricts the indemnification under Paragraph 2 above. Any deductible or self-insured retention amount is the responsibility of the Madison County. Madison County shall deliver to Texas Eastern a certificate evidencing these policies, that Texas Eastern is a certificate holder, and that the policies will not be cancelled or materially changed prior to thirty (30) days advance written notice. These policies shall include:

- a. Commercial General Liability Insurance, or the equivalent, including Blanket Contractual Liability, that shall have a single limit coverage of at least \$2,000,000 per occurrence, and \$5,000,000 in the aggregate, for Bodily Injury and Property Damage, including Personal Injury; and
 - b. Workers' Compensation Insurance as required by law, and Employers' Liability Insurance that shall have a minimum limit of at least \$1,000,000 per employee per accident.
 - c. Automobile Liability Insurance, covering all owned, non-owned, and hired cars, with respect to bodily injury with limits of not less than \$1,000,000.00 as to any one person, and \$1,000,000.00 as to any one occurrence; and Automobile Liability Insurance, covering all owned, non-owned, and hired cars, with respect to property damage with limits of not less than \$1,000,000.00 as to any one occurrence.
14. Madison County agrees that if in the exercise of any of its rights under the easement, Texas Eastern should interfere with, damage or destroy all or any part of the Permitted Activities, then Madison County expressly acknowledges and confirms that neither Texas Eastern nor any party acting for or on behalf of Texas Eastern shall have any liability as a result of, in connection with or with regard to the same. Madison County shall and does hereby release and discharge Texas Eastern and those parties acting for or on behalf of Texas Eastern from any and all direct or indirect claims, actions, demands, causes of action, suits, rights of recovery for any relief or damages, costs, business interruption or other losses, liabilities and expenses (including without limitation, interest, court costs, attorney's fees and expenses, and other costs of defense) of any kind or nature whether known or unknown (collectively the "Claims and Actions") that Madison County may now or hereafter have or be entitled to against Texas Eastern, its officers, directors, employees, agents and representatives and those parties acting for or on behalf of Texas Eastern as a result of, with regard to, or in connection with the future exercise by Texas Eastern of any of its rights under the easement or any future interference with, damage to or destruction of the Permitted Activities.
 15. Madison County shall not be relieved of its liabilities and responsibilities hereunder by the use, retention, engagement and/or employment of third party contractors, agents and/or representatives.

- 16. This no objection letter shall not vest in or ever be construed to vest in the Madison County any right, title or interest in or to the rights of way of Texas Eastern.
- 17. The interpretation and construction of this Agreement shall be governed by the laws of the State of Mississippi, without regard to such state's conflict of law provision.
- 18. The undersigned affirms that it has authority to execute this Agreement and bind Madison County on its behalf.

If the foregoing is acceptable to the Madison County, please indicate your agreement thereto by signing this letter in the space provided below and returning it to the undersigned.

Sincerely,



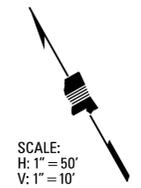
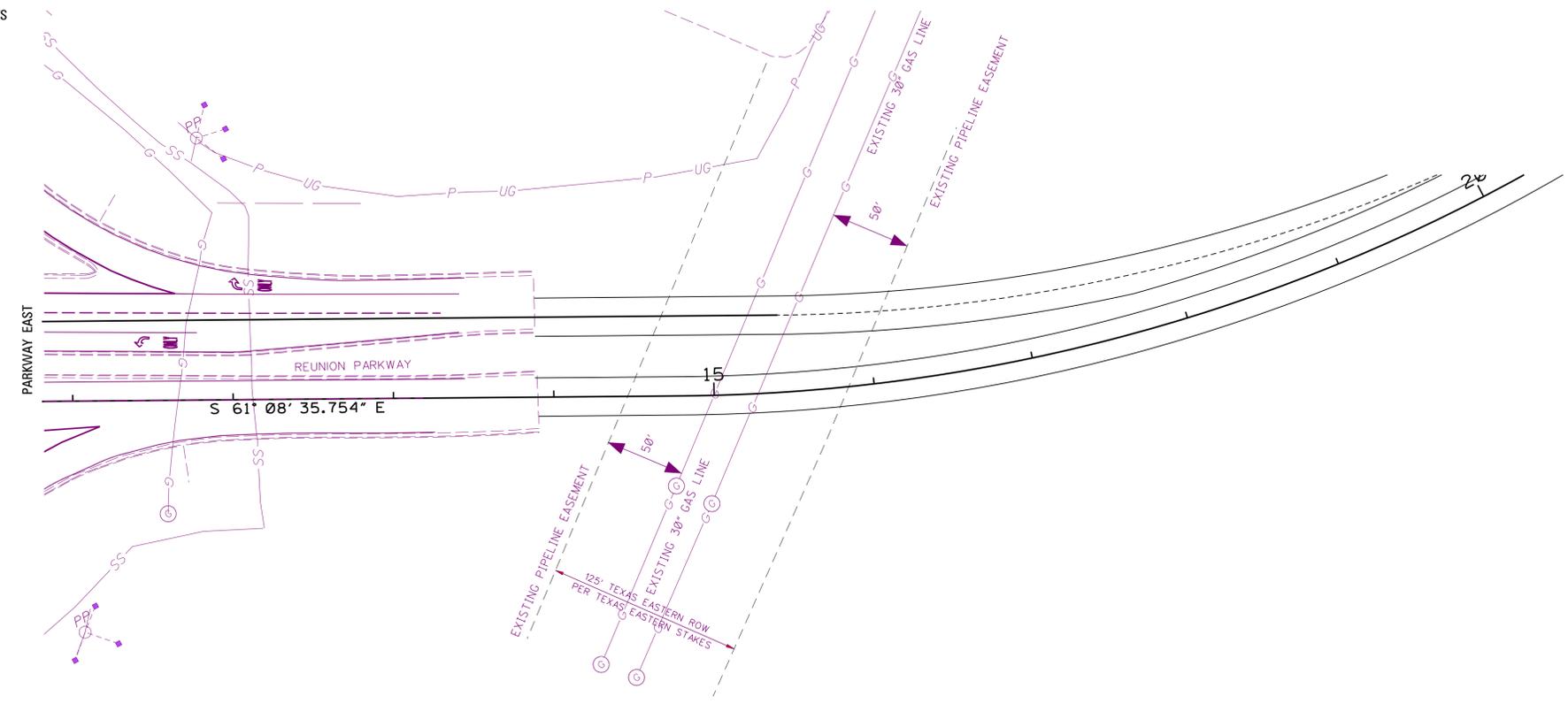
Victor Lobatón
Engineer, Southeast Region Operations

AGREED:

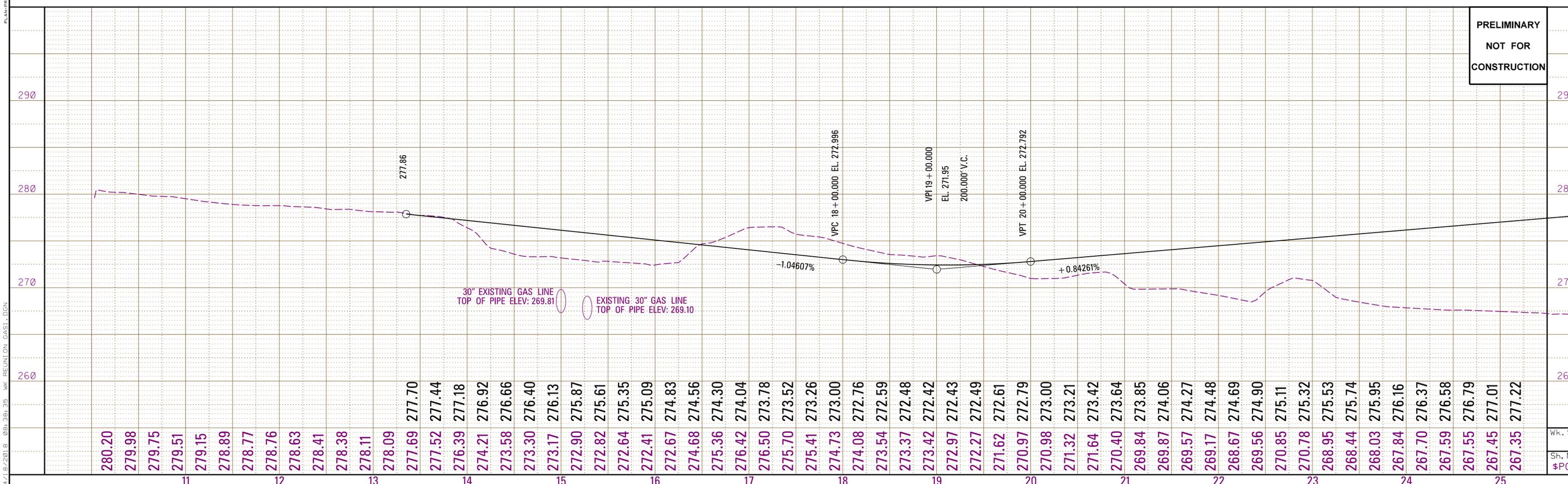
Madison County Board of Supervisors

By: _____
 Title: _____
 Date: _____

EXHIBIT A



**PRELIMINARY
NOT FOR
CONSTRUCTION**

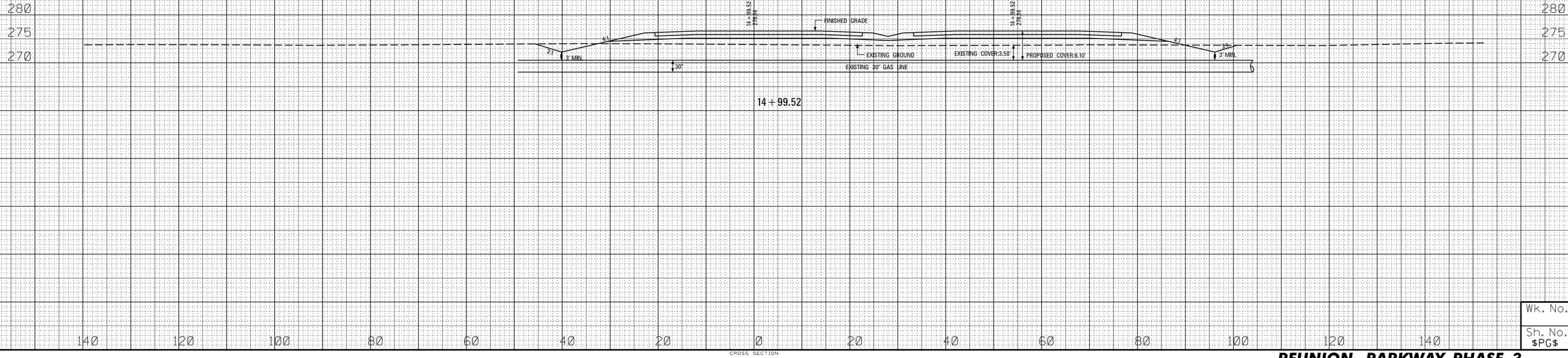
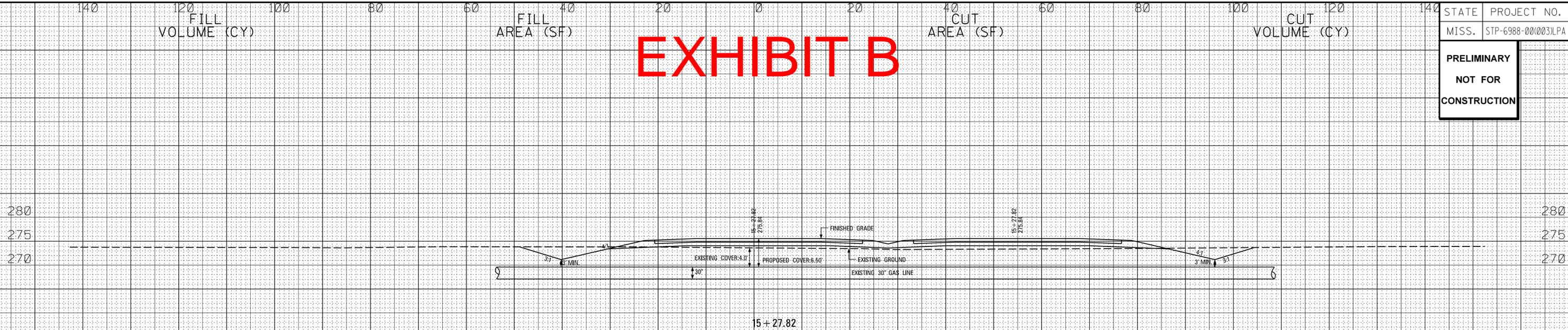


4/18/2018 08:38:35 WK REUNION GAS1.DGN

wk. Sh.
Sh. No.
\$PG\$

EXHIBIT B

STATE	PROJECT NO.
MISS.	STP-6988-00(003)1PA
PRELIMINARY NOT FOR CONSTRUCTION	



4.17.2018 16:55:26 LAY_GAS.DGN

Wk. No.
Sh. No.
\$PG\$

MADISON COUNTY BOARD OF SUPERVISORS

UTILITY AGREEMENT

Project No. STP-6988-00(003) LPA/106992-701000

This agreement is entered into as of the date of the last signature on the following page, by and between Texas Eastern Transmission, LP hereinafter referred to as "TEXAS EASTERN", and the Madison County Board of Supervisors, hereinafter referred to as "MADISON COUNTY", for the adjustment of the transmission and/or distribution facilities of TEXAS EASTERN necessitated by the construction of a highway under the Mississippi Federal Aid Program.

1. That MADISON COUNTY will submit a project for roadway construction, being the proposed Reunion Parkway Phase 3, known as State Project No. STP-6988-00(003) LPA/106992-701000, in Madison County, and to be designed as Reunion Parkway Phase 3; and will recommend its approval by the Federal Highway Administration for construction with funds apportioned to the State under Federal Aid allotment; and,

2. That right of way for the proposed new road will pass over and include certain property interests of TEXAS EASTERN and/or its successors or assigns, as defined by Paragraph 107(a) of Federal Highway Administration 23CFR645A upon which it has heretofore constructed and is now maintaining its subsurface gas line facilities, which are currently located within TEXAS EASTERN's utility easement; and,

3. It is understood and agreed that the proposed construction of Reunion Parkway Phase 3 will likely not require adjustments, removals, and/or alterations of the facilities of TEXAS EASTERN's subsurface gas line. Nonetheless, should the proposed construction of Reunion Parkway Phase 3 require adjustments, removals, and/or alterations of the facilities of TEXAS EASTERN's subsurface gas line, TEXAS EASTERN and MADISON COUNTY agree to the following.

4. That TEXAS EASTERN does ~~hereby agree to subordinate unto MADISON COUNTY such surface rights, subsurface rights, or air rights~~ in and to the property interests covered by this agreement, to the ~~full extent of the needs and demands of~~ MADISON COUNTY in its use thereof for the purpose of this agreement and the construction of the proposed Reunion Parkway Phase III. Further, should MADISON COUNTY find it necessary or desirable to change the design, construction, and/or maintenance plans to an extent that will require adjustments, removals, and/or alterations in the facilities covered hereby, which remained within the existing easement or other property interest of TEXAS EASTERN, TEXAS EASTERN will make such further adjustments, removals, and/or alterations as may be necessary according to the methods hereinabove set out, and MADISON COUNTY will pay ~~therefore such sums as may be mutually agreed upon~~, and TEXAS EASTERN shall make the most economical type adjustments, removal, and/or alterations of its facilities as will satisfactorily meet the same service requirements of the old facility. However, should TEXAS EASTERN, for its own purposes, need or desire to expand, alter, adjust, remove, relocate, service, or maintain the facilities covered by this agreement, TEXAS EASTERN agrees to make application to MADISON COUNTY for a proper permit to cover such changes, and any such changes made shall be at the expense of TEXAS EASTERN. 

5. Attached hereto as Exhibit A is a portion of the Reunion Parkway Phase 3 Acquisition Map. That portion of the Acquisition Map that is highlighted in **yellow** is that area of the proposed new road that will pass over TEXAS EASTERN's existing pipeline easement and subsurface gas line.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE FOLLOWS

WITNESS this my signature in execution hereof, this the _____ day of _____, 2022.

TEXAS EASTERN TRANSMISSION, LP

BY: _____

Print Name: _____

Title: _____

Witness as to Company:

Attest: _____

(CORPORATE SEAL)

WITNESS this my signature in execution hereof, this the _____ day of _____, 2022.

MADISON COUNTY BOARD OF SUPERVISORS

Witness as to Madison County

BY: _____
President

BOOK _____ PAGES _____ & _____

Attest: _____
Board Secretary

(SEAL)

