

01/30/2024

Application Date

01-OW-24

Permit Number

N/A

State Permit Number
(If Applicable)

4

Precinct Number



JEFFERSON COUNTY OVERWEIGHT VEHICLE PERMIT

Business Name: Texas Eastern Transmission, LP Phone Number: (972)741-9280

Business Address: 915 Eldridge Parkway, Suite 1100, Houston TX 77079

Local Representative: Dominic Volpe

Description of Work/Type/Location: Mbel-Vido DOT Pipeline Replacement

Description of Route: See attached Exhibit "A" Dawn Drive , McGee, Glennbrook, Gauling Rd.

Bond Number: BDTO-400105-024 Bond Amount: \$400k

Check Applicable Boxes: Under 100,000 Lbs. Over 100,000 Lbs. Over 200,000 Lbs.
 90 Day Renewal Permit (\$200 Fee) Original Permit Number: _____
 One (1) Year Annual Permit (\$500 Fee)

Permit Approved: Yes No (If No Reason) _____

This Overweight Vehicle Permit is granted by Jefferson County. Permittee agrees to be responsible for any and all damage to the roadway and related structures and will in all ways conform to the terms and conditions of this permit as set forth in the Jefferson County Overweight Vehicle Permit Resolution.

Texas Eastern Transmission, LP
Business Name

915 Eldridge Parkway, Suite 1100,
Mailing Address
Houston TX 77079

Thomas V. Whooden Jr., VP of GTM
Engineering and Asset Management
Representative Name and Title

11/25/24
Representative Signature and Date

Jefferson County

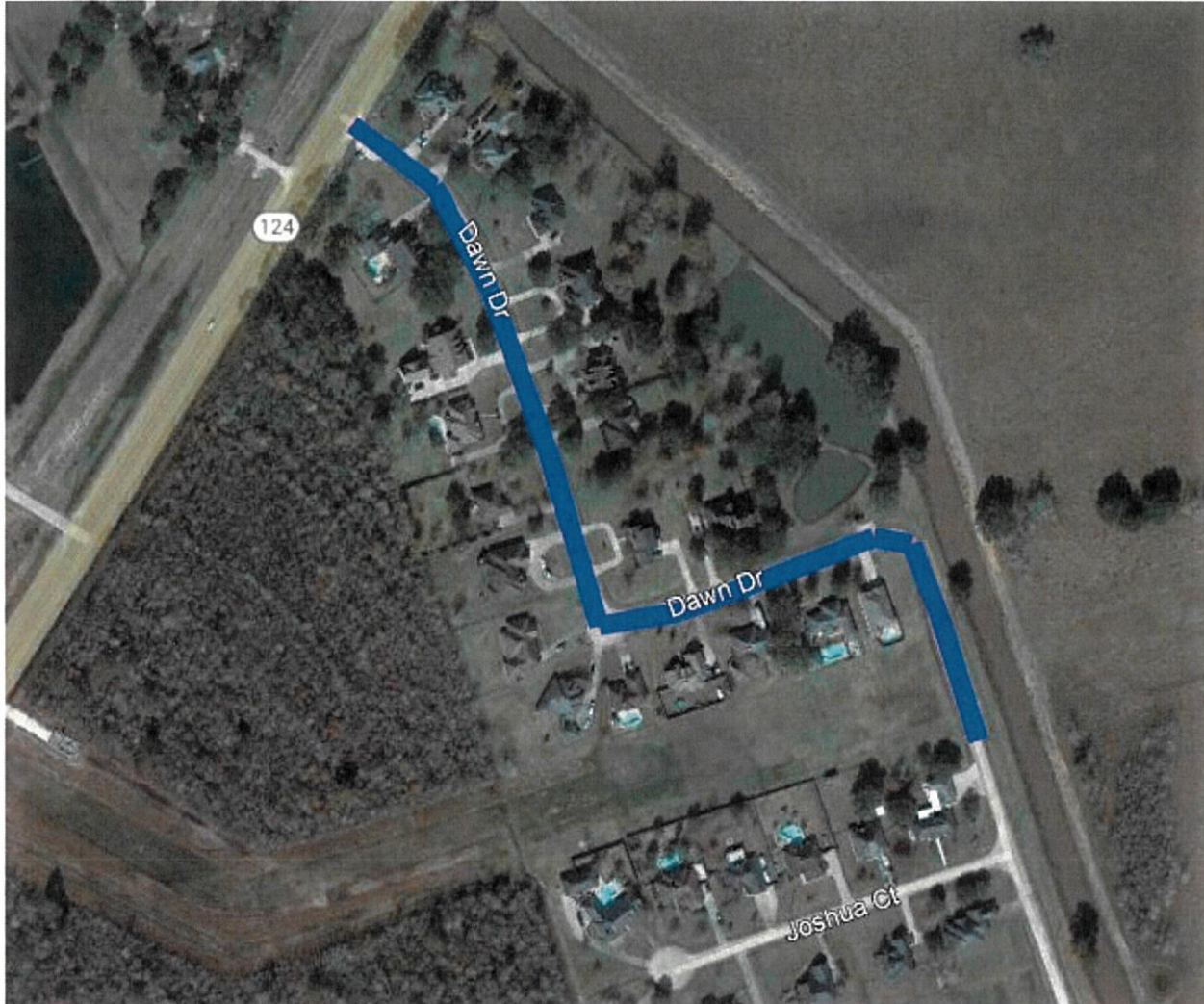
County Engineer

Precinct Superintendent
Milton Zachary

Engineering Specialist
Ernest Clement

Exhibit "A"

Dawn Drive- .36 Miles. Both Directions. From TX 124 south to past our easement.



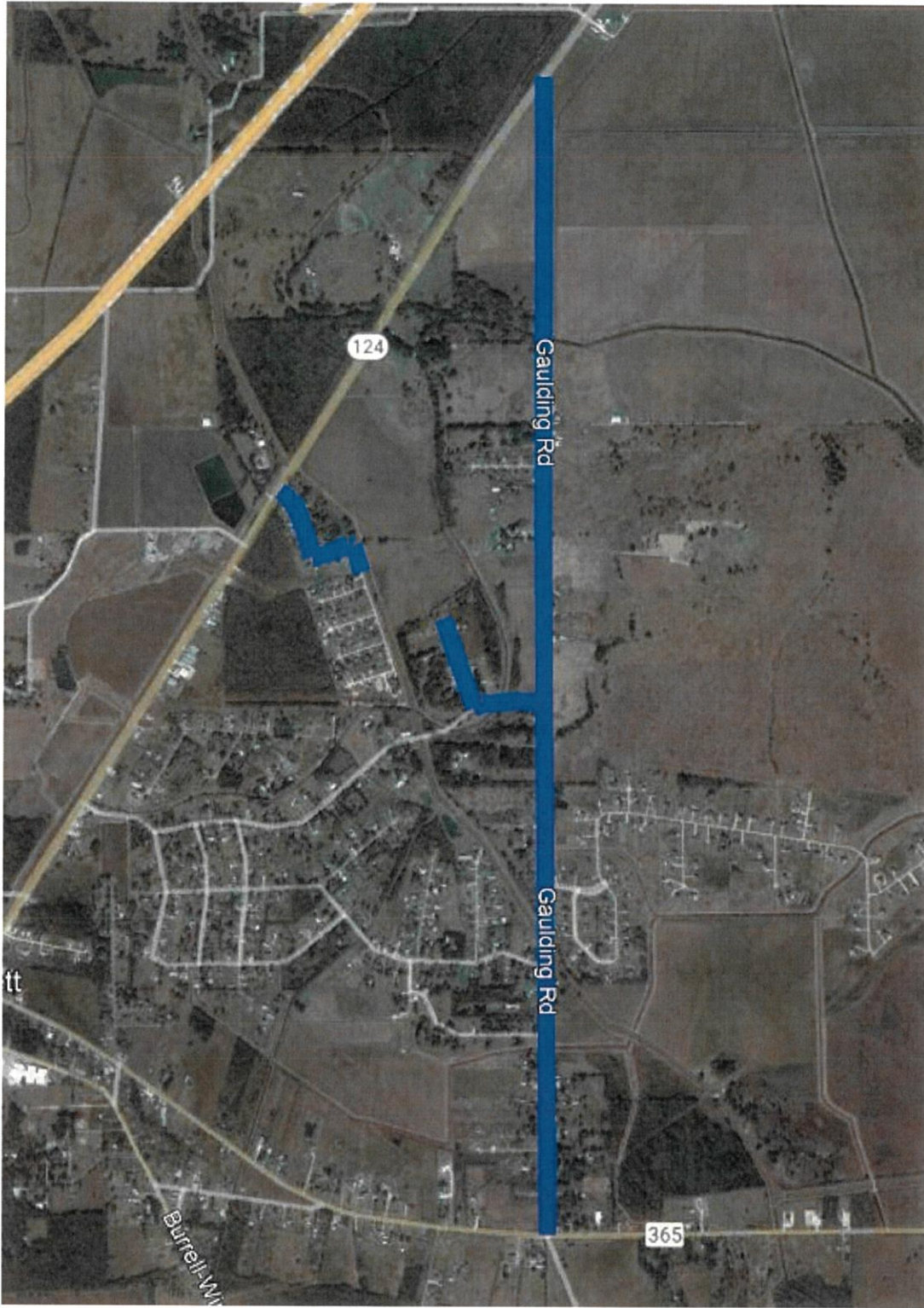
McGee Lane- .23 Miles. Both Directions. From Glenbrook Drive North to cul-de-sac.



Glenbrook Drive- .18 Miles. From Gauling Road to McGee Lane. Both Directions.



Gauling Road- 2.89 Miles. From TX 124 to Glenbrook Drive. Both directions



3.66 Miles=\$400,000k bond/ \$100k mile



LIBERTY MUTUAL INSURANCE COMPANY

175 Berkeley Street, Boston, Massachusetts 02116

License and/or Permit Bond
Bond Number: BDTO-400105-024

KNOW ALL MEN BY THESE PRESENTS:

That, Texas Eastern Transmission, LP, Energy Center Five, 915 N. Eldridge Parkway, Suite 1100 Houston, TX 77079 as Principal and Liberty Mutual Insurance Company as Surety, are held and firmly bound unto Jefferson County as Obligee, in the full and just sum of Four Hundred Thousand & 00/100 Dollars (\$400,000.00), lawful money of the United States, to the payment of which sum, well and truly to be made, the Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has obtained or is about to obtain from said Obligee, Road Use Agreement for Mbel-Vido DOT Replacement Project at a site located on Dawn Drive and Gauling Road in Precinct 4 Jefferson County, TX.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounden Principal as such licensee or permittee shall indemnify said Obligee against all loss, costs, expenses or damages to it caused by said Principal's non-compliance with or breach of any laws, statutes, ordinances, rules or regulations pertaining to such license or permit issued to the Principal, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that regardless of the number of years this bond shall continue in force and of the number of premiums that shall be payable or paid, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the amount of this bond; and

PROVIDED FURTHER, that if this is a continuous bond and the Surety shall so elect, this bond may be cancelled by the Surety as to the subsequent liability by giving thirty (30) days' notice in writing to said Obligee.

Effective Date: February 5, 2024

Signed, Sealed and dated this 23rd day of January, 2024.

Texas Eastern Transmission, LP

By: Spectra Energy Transmission Services, LLC

Its General Partner

(Principal) (Seal)

By:

(Title)

Vice President, us operations

Liberty Mutual Insurance Company

(Surety)

By:

Racquel Balisa, Attorney-In-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company

Certificate No: 8208799-986162

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company ("the Company") a corporation duly organized under the laws of the State of Massachusetts, USA, pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Gayle Laporte; Racquel Balisa; Shelby Fish

all of the city of Edmonton, state/province/territory of AB each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Company as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of October, 2022.



Liberty Mutual Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 5th day of October, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the Company by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of Liberty Mutual Insurance Company, which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Company this 23rd day of January, 2024.



By: Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries,

CHECK NO. **0187126**

CHECK DATE: 1/26/24

Jefferson County Texas
~~County of Jefferson~~
NAME

Check Amount: 500⁰⁰

1149 Pearl St 7th Floor
ADDRESS

Compensation Amount: _____

ADDRESS

SS. No. or Tax ID No. 74-6000291

Beaumont TX 77701
CITY, STATE

W-9 FORM/CERTIFICATION

YES NO

(Landowner or Tenant Signature) _____ Date _____

DATE: 1/19/23

1099 Reportable: Yes _____, No **X**

1099-S (Right-of-Way Payments) Amount Reportable \$ _____

1099-Misc (Damage and Lease/Rental Payments) Amount Reportable \$ _____

Co. Code	Account	Cost Center	Internal Order	WBS	Location	Dist. Amount
Acct. Dist. <u>30002127</u>	<u>30.19.2.1CT023</u>	<u>6193-01</u>			<u>1841.00724</u>	<u>500⁰⁰</u>
Acct. Dist.						
Acct. Dist.						
Acct. Dist.						

LEASE or TRACT NO. Various Line No. or Name 16

QTR. _____ SEC. _____ TWP. _____ RNG. _____ CO./PARISH Jefferson STATE TX

DEED REFERENCE: VOL/BK _____, PAGE _____, TAX PARCEL# _____

By Dominic Volpe Date 1/26/24
Agent

Payment Payment is full for 1 year overweight vehicle permit

ORIGINAL DOCUMENT IS PRINTED ON WATERMARKED PAPER - DO NOT ACCEPT WITHOUT NOTING WATERMARK - HOLD TO LIGHT TO VERIFY WATERMARK

Spectra Energy Transmission, LLC
5400 Westheimer Court
Houston, Texas 77056-5310

CHECK NO. **0187126**

DATE 1/26/24

TR. NO. Various LINE NO. 16 COUNTY OF Jefferson STATE OF TX

AMOUNT five hundred dollars dollars \$ 500⁰⁰

PAY TO THE ORDER OF: Jefferson County Texas

overweight vehicle permit

Bank of America
Merrill Lynch

2-3/710 IL

Dominic J. Volpe
AUTHORIZED SIGNATURE

⑈0000187126⑈ ⑆071000039⑆ 008188790916⑈

STATE OF TEXAS §
 §
COUNTY OF JEFFERSON §

ROAD USE AGREEMENT BETWEEN JEFFERSON COUNTY
AND Texas Eastern Transmission, LP

WHEREAS, Texas Eastern Transmission, LP (hereinafter "Company") intends to conduct Mbel-Vido DOT Replacement Project [describe operation], (hereinafter the "Project") at a site located on Dawn Drive and Gaulding Road (county road name) located in Precinct No. 4; and

WHEREAS, the proposed project will require the transportation of heavy equipment or loads (loads shall include any building supplies, material or other bulk loads, including rock, gravel, cement, asphalt, timber, etc. in amounts that exceed the capacity of the road) over one or more Jefferson County, Texas road(s) identified as: [1st road name] and County [2nd road name]:

- 1. County Road See Exhibit "A";
- 2. County Road _____; and

WHEREAS, the weight of the equipment will exceed the load bearing capacity of the identified county roads and bridges on the proposed route; and

WHEREAS, the transportation of the equipment or loads may cause substantial damage to the county roads and bridges; and

WHEREAS, Company and Jefferson County, Texas (hereinafter "County") agree that the transportation of this equipment or loads is necessary for the Project and that the County should be compensated for any damages or additional maintenance costs incurred by the County as a result of the Project; and

WHEREAS, the Company and County hereby agree and contract as follows:

- 1. Company may utilize County road See Exhibit "A" and County road _____ for the transport of all necessary equipment and/or loads to the Project location on the designated county roads without weight limitations for a time period from a commencement date of Feb 5th, 2024 to a termination date of June 1st, 2024. The Project time period may be extended only by written agreement of the County after not less than five (5) days notice of a need for extension by Company.
- 2. Company shall pay County its actual cost, including labor, equipment use (including fuel, depreciation and overhead costs) and materials, for all repairs, replacement or maintenance incurred as a result of the transport of equipment to or from the Project location. An estimate of these costs is attached as Exhibit 1 and incorporated herein by reference.
- 3. Company shall provide County details of preliminary work Company will perform prior to use of road, for example: install two 1" X 8' X 25' steel plates across the bridge located north of the intersection of County [road name: _____] and County [2nd road name: _____] for additional support.

4. Company shall provide a surety bond in the sum of [\$ \$400,000.00 Estimated cost] dollars with the County Treasurer of Jefferson County, Texas upon execution of this agreement. All provisions of this agreement are contingent upon review and approval of the bond by the Jefferson County, Texas Commissioners Court. The bond shall provide for prompt payment by the surety upon demand by County for the repairs, replacement and maintenance costs incurred to return the road to substantially the same condition the road possessed prior to the commencement date of the project. However, the liability of Company for such costs is not limited to the face amount of the bond and Company agrees to pay any additional sums actually incurred to return the road to substantially the same condition of the road prior to the commencement date upon demand.
5. Company agrees to provide 48 hours notice to the County Commissioner or Road Superintendent for Precinct No. 4 of Jefferson County, Texas before transporting any equipment on County [road name: See Exhibit "A"] and County [2nd road name: _____] that would interrupt the normal flow of traffic. Company agrees to bear the cost of any County manpower and equipment necessary to interrupt and redirect traffic during any interruption of the normal flow of traffic.
- Agreed and executed this _____ day of _____, _____

Jefferson County Judge

Approved by Jefferson County Commissioners Court on the _____ day of _____, _____

Attest:

Jefferson County Clerk



Authorized Agent for Texas Eastern Transmission, LP
VP of US Operations

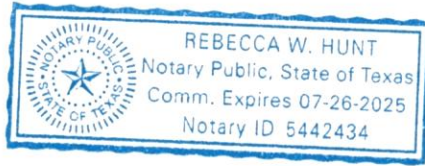
THE STATE OF TEXAS,

COUNTY OF JEFFERSON

§
§
§

I, Rebecca Hunt a notary public, do hereby certify that on this 23 day of January, 2024, personally appeared before me Teresa L. Wilson, being by me first duly sworn, declared that she is the VP of US Operations of Texas Eastern Transmission, LP and that he has been duly authorized to execute the foregoing document on behalf of the Company.

SWORN TO AND SUBSCRIBED before me on this 23 day of January, 2024.



Rebecca W. Hunt
Notary Public, State of Texas
Notary's Typed/Printed Name
My commission expires

Exhibit 1

Estimate of Cost:

Length of [1st road name]:
Type of road surface/material:
Number of culverts/bridges:
Any other special features:
Length of [2nd road name]:
Type of road surface/material:
Number of culverts/bridges:
Any other special features:

Anticipated cost of Repair:
Repeat for each Road: [1st road name]

Labor: (Rate includes salary/benefits/overtime, where applicable) Foreman \$
38_ per hour x ____ hours = \$ _____

Equipment Operator \$ 35_ per hour x ____ hours = \$ _____

Other \$25_ per hour x ____ hours = \$ _____

Equipment: (Rate includes fuel, depreciation and overhead costs (insurance).

Truck \$100_ per hour x ____ hours = \$ _____

Grader \$ 100_ per hour x ____ hours = _____

Other \$100_ per hour x ____ hours = _____

Material: (Rate includes cost to acquire and transport to location)

Base mtl \$118_ Per Ton + \$ _____ per hour x ____ hours = \$ _____

Asphalt \$118_ Per Ton + \$ _____ per hour x ____ hours = \$ _____

Other at \$ 118_ Per Ton + \$ _____ per hour x ____ hours = \$ _____

Total for [1st road name] \$ ____ See Attached _____



STATE OF TEXAS
COUNTY OF JEFFERSON

COMMISSIONERS' COURT
OF JEFFERSON COUNTY, TEXAS

AN ORDER REGARDING ROAD USE IN
JEFFERSON COUNTY

1. Pursuant to Transportation Code Chapter 251.003, the Commissioners Court may make and enforce all necessary rules and orders for the construction and maintenance of public roads; and
2. Jefferson County has suffered extensive damage to its roads as a result of persons and entities hauling loads that exceed the weight limits of such roads; and.
3. Jefferson County has been required to expend monies it did not budget to repair of roads damaged by those hauling excessively heavy loads; and
4. The Commissioners Court of Jefferson County, Texas finds it necessary to require that persons, firms or entities who will haul loads, which exceed the weight limits of county roads, first enter into an agreement to pay for costs of repairs occasioned by their hauling excessively heavy loads.

The Commissioners Court of Jefferson County, Texas does hereby adopt the attached Road Use Agreement to be executed by those who will haul loads which exceed the weight limit of any Jefferson County, Texas road.

Read and adopted by a vote of 4 ayes and 0 nays.

Signed this 26 day of August, 2013



A handwritten signature in cursive script, appearing to read "Jeff R. Branick".

JEFF R. BRANICK
County Judge

Exhibit "A"

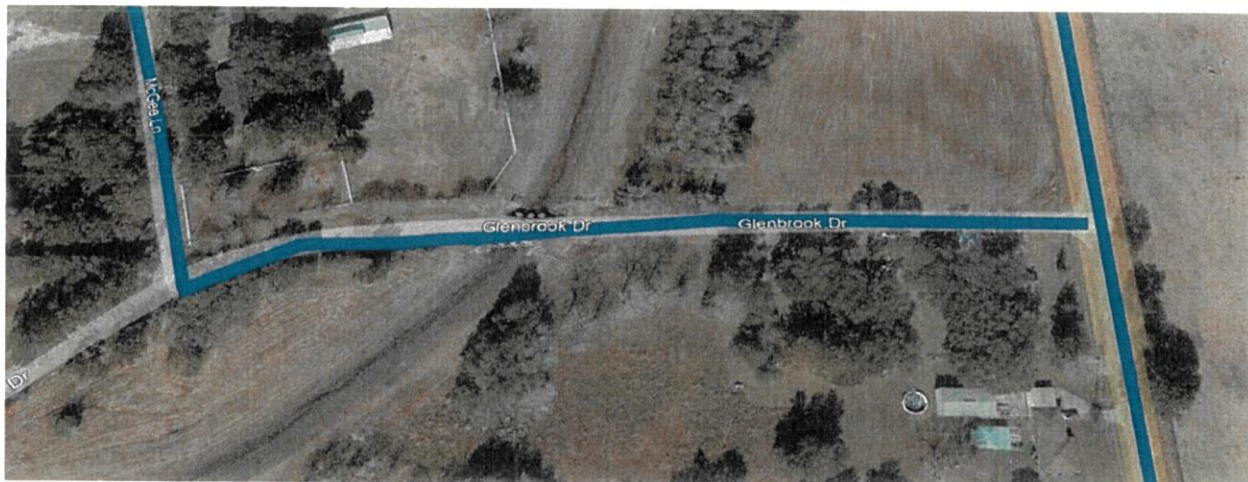
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