



100 Congress Avenue | Suite 2200 | Austin, TX 78701

July 31, 2026

J. Ross McCall, P.E.
Business Hwy 290E
Hempstead, TX 77445

Re: Letter of No Objection Request for Waller County's ("**Company**") Neuman Road Reconstruction
Pipeline Operator: WWM Operating, LLC ("**WWM**")
Pipeline Operator's Asset: Matterhorn Express Pipeline
Project Name: Neuman Rd Reconstruction

Dear Mr. McCall,

WWM grants conditional approval for Company to reconstruct the twenty-six foot (26') wide Neuman Rd that will be crossing the WWM Matterhorn Express, Katy Lateral as depicted in the attached exhibit entitled EXHIBIT "A" (the "**Project**"), which identifies the location where the Company's project will cross the WWM pipeline. Anticipated construction dates will be between December 2026 through February 2027. Company agrees not to build, create or construct any permanent obstruction, other than the Project, within WWM's right of way, nor permit same to be done by others.

Company shall fully comply with the General Pipeline Encroachment Guidelines as set forth on EXHIBIT "B" (the "**GPEG**"), which shall limit the rights of Company as they pertain to the Project.

Company agrees to obtain all easements, rights of way, other grants of permission, licenses, permits and approvals required by all third parties, including governmental bodies, and abide by all applicable laws, rules, and regulations in its construction, operation, and maintenance of its pipeline.

Company shall (in the course of its excavating) cooperate with WWM to enable WWM to take any actions deemed necessary by WWM, in its sole discretion, to protect any WWM assets.

Within sixty (60) days of completion of construction, Company agrees to provide WWM with an as-built drawing of its crossing; provided, that if Company fails to deliver such as-built drawing to WWM within such sixty (60) day period, WWM may submit a second request for such drawing to be delivered within thirty (30) days from the time of such request. If Company fails to timely deliver the as-built drawing within the thirty (30) day period, Company agrees to pay five-hundred dollars (\$500.00) per day until such as-built drawing is delivered to WWM; provided, further that the as-built drawing is for information purposes only and shall not be solely relied upon by WWM for any construction or maintenance work.

COMPANY COVENANTS AND AGREES TO INDEMNIFY, DEFEND AND FOREVER HOLD HARMLESS WWM, ITS PARTNERS, MEMBERS, OFFICERS, DIRECTORS, AFFILIATES, EMPLOYEES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "WWM INDEMNITEES"), FROM AND AGAINST EACH AND EVERY CLAIM, JUDGMENT, SUIT, COST (INCLUDING ALL REASONABLE ATTORNEYS' FEES, COURT COSTS AND COSTS OF DEFENSE), DEMAND, AND CAUSE OF ACTION IN ANY WAY ARISING OUT OF ANY ACTIVITY RELATING TO THE PURPOSE FOR WHICH THIS LETTER OF NO OBJECTION IS GRANTED, AND ANY PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE AND DAMAGES INCURRED FOR BREACH OF THIS AGREEMENT, EXCEPT TO THE EXTENT SUCH CLAIM, JUDGMENT, SUIT, COST, DEMAND OR CAUSE OF ACTION IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF WWM INDEMNITEES.

Company assumes full responsibility for protecting the WWM pipeline and agrees to repair or reimburse WWM for any damage that occurs due to Company's construction, operations, or maintenance.

Company agrees that WWM's execution of this Letter of No Objection does not grant approval to conduct any activity on behalf of any person or entity other than Company. Without limiting the foregoing, it is expressly recognized that Company is solely responsible for obtaining any necessary easements from the fee owner(s) of the relevant real property.

Nothing contained herein shall be deemed to constitute WWM's consent to any activities of Company other than those necessary to accomplish the work herein described.

By acceptance of this Letter of No Objection, Company agrees to all of the terms and conditions contained herein, including the GPEG.

Any waiver of any specific portion of the above must be in writing and in no way shall waive any other part of this Letter of No Objection.

Should a conflict arise between the GPEG and the body of this letter, the provisions above shall control.

If you have any questions or would like to discuss this matter further, please contact the encroachment team via email at encroachments@wwm-llc.com or you may reach the encroachment team at (512) 953-2100.

Respectfully,

WWM OPERATING, LLC

By: _____
Name: Ryan White
Title: Vice President of Operations

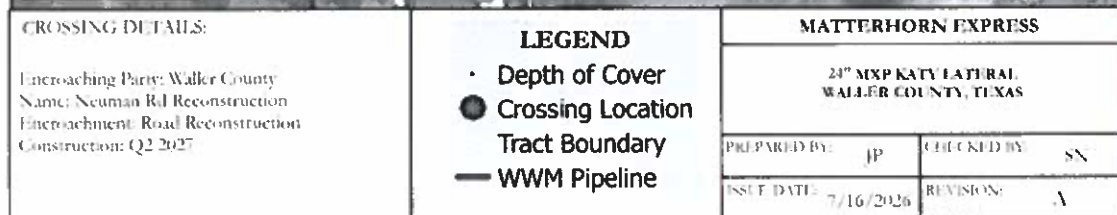
Agreed to and accepted this _____ day of _____, 2026.

WALLER COUNTY

By: _____

Name: Carbett "Trey" J. Duhon, III

Title: Waller County Judge

ENCROACHMENT EXHIBIT
WALLER COUNTY

DISCLAIMER: PIPELINE FACILITY LOCATIONS ARE PRELIMINARY AND SUBJECT TO CHANGE. MAP IS FOR REFERENCE ONLY.

EXHIBIT “B”

GENERAL PIPELINE ENCROACHMENT GUIDELINES

INTRODUCTION

WWM Operating, LLC (“WhiteWater”) is dedicated to the safe operation, maintenance, and construction of its pipelines, facilities, and rights of way (the “Property”).

The intent of this document is to provide a standard set of guidelines that will reduce the risk of damage or contact with any WhiteWater Property and ensure continued access for safe operation, maintenance, and repair. This document is not intended, nor does it waive or modify any rights under existing easements, right-of-way agreements or other instruments governing WhiteWater’s Property where there is express language to the contrary of these guidelines.

Local, state, and federal regulations, ordinances, statutes, and codes shall govern where compliance is mandatory. The standards and guidelines set out in this document shall apply when they are more exacting or do not conflict with such regulations, ordinances, statutes, or codes. Any deviation from the requirements defined within this document must be provided via prior written approval from an authorized WhiteWater representative unless specifically agreed to in the easement, right-of-way or other written instrument governing WhiteWater’s Property.

This document applies to any landowner or third party’s (the “Encroaching Party”) construction activities when crossing or encroaching WhiteWater’s Property or otherwise required by applicable local, state, and federal regulations, ordinances, statutes, or codes.

SAFETY

Any Encroaching Party shall take all reasonable precautions to ensure that its employees, representatives, contractors, and subcontractors on WhiteWater’s Property comply with all Occupational Safety and Health Administration (“OSHA”) safety laws and requirements.

Both WhiteWater and the Encroaching Party have the authority to stop work on or near WhiteWater Property in the event of a safety issue or concern. Work may resume once all parties agree that the issue or concern has been evaluated and resolved.

The Encroaching Party shall provide emergency contact information to an authorized WhiteWater representative prior to any construction.

The Encroaching Party shall make the appropriate “One Call” notifications as required by applicable law and regulation prior to any construction.

DESIGN

- At least thirty (30) days prior to any proposed construction on or near WhiteWater Property, an Encroaching Party must submit the following documents to an authorized WhiteWater representative for review and written approval:
 - A written description of the proposed construction activities;
 - Relevant KMZ, Shape File, Sketch, Drawing, Alignment, Profile, and/or Map;
 - A completed Encroachment Information Request Form; and
 - A completed Vehicle Crossing Data Request Form (as applicable).
- Encroaching Party pipelines shall cross WhiteWater’s pipeline(s) at an angle as close to 90° as reasonably practicable and under no circumstance at an angle less than 45° without prior written approval from an authorized WhiteWater representative.
- Construction traffic and equipment will travel across WhiteWater’s pipeline(s) at as near 90° angles as possible and in no event at less than a 45° angle.
- The Encroaching Party’s pipeline will be laid beneath WhiteWater’s pipeline(s) unless otherwise approved in

writing by a WhiteWater representative. A minimum vertical separation of two (2) feet is required from the outer wall of WhiteWater's pipeline(s) to the outer wall of the Encroaching Party's pipeline. The Encroaching Party shall take the appropriate steps to ensure that compaction or settlement of fill or facilities does not reduce this minimum clearance.

- Any metallic foreign line installed by an Encroaching Party shall be coated with a suitable pipe coating for a distance of at least ten (10) feet on either side of the crossing of WhiteWater's pipeline(s) unless otherwise requested by WhiteWater's representative.
- In cases where the Encroaching Party's pipeline crosses under WhiteWater's pipeline(s) with conventional boring or HDD, a minimum separation of five (5) feet, or diameter (inches) of the crossing utility being installed, whichever is greater is required between WhiteWater's pipeline(s) and the Encroaching Party's pipeline (wall to wall).
- A viewing window shall be placed on the drill side of the crossing and placed to a depth of at least two (2) feet below the bottom of WhiteWater's pipeline(s) at the location of the crossing. If supplying a viewing window is not possible, WhiteWater shall be notified before bore commencement, and the parties shall agree upon a reasonable alternative before any work commences.
- HDD crossings require hydrovac and/or pothole verification and a hydrovac window to the total pipe depth on the approach side of the HDD.
- A surface wire tracking system is required for HDD activities to verify the exact location of the drill head and must be operating correctly during work performed by any Encroaching Party.
- Under no circumstances will blind boring be permitted under WhiteWater Property.
- No parallel pipeline(s)/facilities will be allowed within twenty-five (25) feet of WhiteWater pipelines, unless otherwise permitted by WhiteWater in writing.
- The Encroaching Party shall install its pipeline such that it lies at a consistent elevation throughout the WhiteWater Property. Variances necessitated by field conditions shall be recorded on the plan and profile and contained in "As-Built Drawings."
- WhiteWater requires the Encroaching Party to provide As-Built Drawings of the pipeline crossing(s) within sixty (60) days of completion of the construction activity over, under, or on WhiteWater Property.
- The Encroaching Party shall ensure that WhiteWater's pipeline(s) remain adequately supported throughout the Encroaching Party's construction activity. Any linear exposure of WhiteWater's pipeline(s) shall be kept to the minimum required to complete the planned construction and/or crossing activities. The maximum unsupported exposed length of WhiteWater's pipeline(s) is dependent upon the line grade and size. Contact an authorized WhiteWater representative to determine the maximum unsupported exposed length for the pipeline needing support and any further pipeline support requirements.
- The Encroaching Party will be responsible for the full restoration and remediation of any WhiteWater Property, bridges, public and private roads, utilities, fences, buildings, or other property located on WhiteWater Property disturbed during construction activities.
- Any future erosion, subsistence, settling, or drainage issues caused by the Encroaching Party's construction and excavation of WhiteWater Property shall be promptly repaired and returned to the original condition by the Encroaching Party.
- For pipeline crossings involving steel, the Encroaching Party shall coordinate their cathodic protection ("CP") system with the authorized WhiteWater cathodic protection representative ("CP Representative").
- Encroaching Party understands and agrees that WhiteWater's pipeline(s) may be cathodically protected and that:
 - The Encroaching Party shall operate and maintain their facilities in such a manner as to not interfere in any way with the CP of WhiteWater's pipeline(s).
 - WhiteWater shall have no liability to the Encroaching Party as a result of any damages or other adverse effects which WhiteWater's CP may have on the Encroaching Party facilities.
 - The Encroaching Party shall reimburse WhiteWater for the costs of any close interval surveys or other activities

that WhiteWater may deem (now or in the future) to be reasonably necessary due to the presence of the Encroaching Party's facilities.

- All electrical lines shall be installed in conduit, properly insulated, in accordance with the National Electrical Safety Code, and with good engineering practices.
- Construction of wind turbines should be designed and installed with a setback distance from WhiteWater pipeline(s) of 110% of the structure height (measured from base to highest vertical point) which includes the base, tower, and highest reach of the turbines or blades. No facilities associated with a wind turbine installation project are permissible within WhiteWater Property.
- The Encroaching Party shall use Department of Transportation approved pipeline markers to indicate the route of the foreign pipelines across WhiteWater Property.
- No permanent or temporary structures shall be placed upon or within WhiteWater Property. The Encroaching Party will not burn trash, brush, or other items on WhiteWater's Property. Construction equipment and/or materials shall not stop, park, or be stored on WhiteWater's Property.

CONSTRUCTION

- No construction or excavation activities of any kind shall be performed on or near WhiteWater's Property until authorized WhiteWater personnel have reviewed the associated documentation and provided written approval. An Encroaching Party must provide WhiteWater with at least seventy-two (72) hours advance notification ahead of any activities in, upon, or which may affect WhiteWater Property. A schedule of activities for the duration of the Encroaching Party's construction must be made available to WhiteWater at this time to facilitate the scheduling of WhiteWater's work site representative. Any Encroaching Party schedule changes shall be provided to WhiteWater immediately. The Encroaching Party will stake and clearly mark their proposed pipeline centerline, as well as the proposed project's ditch line and designate vehicle crossing locations at intervals sufficient to clearly identify these locations across WhiteWater's Property. These stakes and markings shall be maintained during the work in and on WhiteWater's Property and promptly replaced when knocked down, removed, or otherwise missing.
- WhiteWater will locate, stake, and mark the centerline of WhiteWater's pipeline(s) as required by the applicable state's "One Call" system. The Encroaching Party shall not remove, knock down, or destroy these stakes or identification. The Encroaching Party shall contact WhiteWater for remarking of WhiteWater's pipeline(s) if markings are not present, become damaged, or are removed for any reason.
- For all equipment crossings, the Encroaching Party shall complete and submit the Vehicle Crossing Data Request Form.
- Construction equipment over WhiteWater Property shall be kept to a minimum and shall be confined to designated, pre-approved locations and areas. Such areas will be marked and flagged to ensure the crossing of WhiteWater Property at the approved locations only. The identification of these points will be maintained throughout the duration of work on or near WhiteWater Property.
- No Encroaching Party's equipment shall be allowed to work directly over WhiteWater Property.
- Where cranes and other maintenance vehicles or equipment need to cross WhiteWater Property on a routine basis for operations or maintenance of power facilities, WhiteWater and the Encroaching Party shall agree to permanent crossing locations.
- Heavy Equipment/Trucks carrying a maximum axle load of 20,000 lbs. may cross the right-of-way after a WhiteWater representative has confirmed a minimum cover of four (4) feet over the pipeline. For loads over 20,000 lbs., additional cover or stabilization (Mats, Air bridges, etc.) may be required.
- Construction equipment that generates vibrations shall not be used within fifty (50) feet of WhiteWater's pipelines.
- The use of vibrator equipment larger than manual walk behind units is not permitted on WhiteWater Property.
- Work shall stop upon contact with any of WhiteWater's pipeline(s), meter(s), or valve(s), and reported to an authorized WhiteWater representative who will determine subsequent steps and whether work can safely resume.

- An authorized WhiteWater representative is required to be onsite before any excavating on or near WhiteWater Property. The Encroaching Party agrees that no work within WhiteWater's Property will occur without an authorized WhiteWater representative present.
- When excavating within WhiteWater Property, the Encroaching Party shall have plates welded over any bucket teeth and side cutters removed.
- Ripping or plowing is not allowed on WhiteWater Property or within ten (10) feet of WhiteWater's pipeline(s).
- Only hand or manual excavation, air cutting, or hydrovacing is permitted within two (2) feet of WhiteWater's pipeline(s).
- Any construction activity or excavation by the Encroaching Party to reduce the depth of cover over WhiteWater's pipeline(s), change lateral support, cause subsidence, change the surface drainage or increase erosion on WhiteWater Property is not permitted, under any circumstances.
- Any construction activity or excavation which might result in erosion or could render the WhiteWater Property inaccessible shall not be permitted unless: i) approved by an authorized WhiteWater representative in writing and, ii) the Encroaching Party agrees to promptly restore the area to its original condition.
- Backfilling of WhiteWater Property shall not occur without an authorized WhiteWater representative present.
- The Encroaching Party agrees that for open-cut crossings, during construction or other operations involving excavation, the Encroaching Party shall place and maintain a CP test station on Encroaching Party's pipeline which can be utilized as a CP bond. The Encroaching Party shall repair any damage to the coating of WhiteWater's pipeline(s) caused by Encroaching Party activities.
- At any location where WhiteWater's pipeline(s) are exposed, WhiteWater will inspect and document the condition of the pipeline(s). Construction work in and around the exposed pipeline(s) will not resume until that inspection is complete.
- Only the minimum exposure of WhiteWater's pipeline(s) that is necessary shall be allowed for any Encroaching Party construction.
- WhiteWater's pipeline(s) shall not be exposed overnight or for any length of time without the prior written approval of an authorized WhiteWater representative. The Encroaching Party may be required, at its own cost and expense, to backfill temporarily at the request of an authorized WhiteWater representative.
- When working with an in-service poly pipeline, extreme care shall be taken to uncover or expose as little pipe as possible and for as short a time as possible.
- If blasting is to be within five hundred (500) feet of WhiteWater Property, the Encroaching Party shall submit a Blasting Plan twenty-one (21) days in advance of proposed blasting activities to WhiteWater for review and approval.
 - At WhiteWater's discretion, blasting shall be done with an authorized WhiteWater representative present and with WhiteWater's approval on each blast.
 - WhiteWater may elect and be allowed time to shut in WhiteWater's pipeline(s) during certain blasting operations.
 - WhiteWater's approval, or the absence of WhiteWater's approval, does not relieve Encroaching Party from responsibility or liability for any damage that its activities may cause.
 - Blasters must be licensed and insured in accordance with all applicable local, state, and federal laws and regulations. Copies of all current licenses and insurance shall be provided to an authorized WhiteWater representative for review before commencing any blasting activities.
 - Blasting plans must establish a maximum, 2-in/sec peak particle velocity for blast vibrations at WhiteWater pipeline(s).