

**R.R.C. of T. No. 45.5**  
**Cancels R.R.C. of T. No. 45.4**

# **SOUTHTEX 66 PIPELINE COMPANY, LTD.**

**Local Tariff**

**Applying on**

**Ethylene**

<b>From</b>	<b>To</b>	<b>Rate in Cents Per Ton (2,000 LBS)</b>
Brazoria Area Brazoria County, Texas	Pasadena Area, Harris County, Texas	[D] 3,760.91
	Battleground Area Harris County, Texas	[D] 3,604.12
	Bayport Area Harris County, Texas	[D] 3,512.91
Battleground Connection Brazoria County, Texas	Pasadena Area, Harris County, Texas	[D] 287.96

**Application of Rates**

The rates published in this tariff are for the intrastate transportation of Petroleum Products from and to the points in the State of Texas named herein, and are subject to the rules and regulations as shown herein. From any point not named in this tariff which, is intermediate to a point from which rates are published herein through such unnamed point, apply from such unnamed point the rate from the next most distant point.

Filed in compliance with 18 CFR 342.3 (Indexing).

The provisions published herein will, if effective, not result in an effect on the quality of the human environment.

**Issued May 19, 2016**

**RECEIVED  
R.R.C. OF TEXAS**

**Effective July 1, 2016**

**MAY 31 2016**

Issued By  
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**GAS SERVICES DIVISION  
AUSTIN, TEXAS**

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The Company will accept petroleum products (as defined herein) for intrastate transportation by pipe line from the points of origin to the destinations named in this tariff, subject to the following rules and regulations.

## RULES AND REGULATIONS

1.	<b>“PETROLEUM PRODUCTS”, “TON”, AND “COMPANY” DEFINED</b> “Petroleum Products” as used herein means and is limited to ethylene. “Ton” as used herein means 2,000 pounds, United States measurement at 60°F. “Company” as used in these regulations means and refers to SouthTex 66 Pipeline Company, Ltd.
2.	<b>SPECIFICATIONS REQUIRED</b> Petroleum products will be accepted for transportation only at such time as petroleum products of similar quality and characteristics are being transported from receiving point to delivery point.
3.	<b>STORAGE, ORIGIN, AND DESTINATION FACILITIES</b> Petroleum products will be accepted for transportation only when the shipper and the consignee have provided equipment and facilities, including storage facilities if necessary, satisfactory to Company for delivering such petroleum products to Company at origin at a pumping rate equal to the current rate of pumping and for receiving same without delay upon arrival at destination. Satisfactory evidence may be required by Company showing that necessary facilities are available for delivering shipments at origin and receiving shipments at destination before any obligation to furnish transportation shall arise.
4.	<b>MINIMUM TENDER</b> Petroleum products will be accepted for transportation only where there has been tendered by the shipper or consignor a quantity of petroleum products of the same kind, quality, and characteristics of no less than 50 tons consigned to one consignee.
5.	<b>APPORTIONMENT WHEN TENDERS ARE IN EXCESS OF FACILITIES</b> When there is tendered to Company, for transportation, a quantity of petroleum products greater than can be currently transported, the transportation furnished by Company shall be apportioned among all shippers in proportion to the amounts tendered by each; provided, no tender for transportation shall be considered beyond the amount which the shipper requesting the shipment will have on hand accessible to and ready for shipment by Company.
6.	<b>ACCEPTANCE FREE FROM LIENS AND CHARGES</b> Petroleum products will be accepted for transportation only when free from all liens and charges.
7.	<b>MEASURING, TESTING AND DEDUCTIONS</b> All shipments tendered Company for transportation shall be tested, gauged, or metered by a representative of Company prior to, or at the time of receipt from the shipper, but the shipper shall at all times have the privilege of being present or represented during the testing, gauging or metering. Company will be accountable for delivery of one hundred per cent (100%) of shipment at destination.
8.	<b>IDENTITY OF PETROLEUM PRODUCTS</b> Petroleum products will be accepted for transportation only on condition same will be subject to changes in gravity, color, quality or characteristics while in transit or as may result from unavoidable contamination and Company will not be obligated to make delivery of the identical products received for transportation Company may, therefore, make delivery of petroleum products out of common stocks of similar petroleum products on hand at delivery point.

## RULES AND REGULATIONS

**9. LIABILITY OF COMPANY**

Company shall not be liable for any loss of the petroleum products herein described, or damage thereto, or delay, because of an act of God, the public enemy, quarantine, the authority of law, strikes, riots, or the acts of default of the shipper or consignee, or from any other cause not due to the negligence of Company, in case of losses from such causes, other than the negligence of Company, losses shall be charged proportionately to each shipment in the ratio that such shipment, or portion thereof, received and undelivered at the time the loss or damage occurs, bears to the total of all shipments, or portions thereof, then in the custody of Company for shipment via the line or other facilities in which the loss or damage occurs; the consignee shall be entitled to receive only that portion of his shipment remaining after deduction his proportion of such loss or damage, determined as aforesaid and shall be required to pay transportation charges only on the quantity delivered.

**10. PAYMENT OF CHARGES**

Company shall have a lien on all petroleum products to cover charges for transportation, including demurrage, and may withhold delivery of petroleum products until said charges are paid. Company may require pre-payment of said charges, or the posting of a bond to cover payment thereof.

**11. CLAIMS, TIME FOR FILING**

As a condition precedent to recovery, claims must be filed in writing with Company within nine (9) months after delivery of the petroleum products or in case of failure to make delivery, then within nine (9) months after a reasonable time has elapsed. Suit shall be instituted against Company only within two (2) years and one (1) day from the day that notice is given in writing by Company to the claimant that Company has disallowed the claim or any part or parts thereof specified in the notice. Where claims for loss or damage are not filed or suits are not instituted thereon in accordance with the foregoing provisions, such claims will not be paid and Company will not be liable.

**12. PIPEAGE CONTRACT REQUIRED**

Separate pipeage contracts in accord with this tariff and these regulations covering further details may be required of the proposed shipper before any duty of transportation shall arise.

### EXPLANATION OF ABBREVIATION AND REFERENCE MARKS

**ABBREVIATION OR REFERENCE  
MARK**

**EXPLANATION**

[D]

Decrease