

SouthTex 66 Pipeline Company, LTD.

Applying On

Petroleum Products

From	To	Rate in Cents Per Barrel of 42 U. S. Gallons
Hobbs, Gaines County, Texas	Gaines Station, Gaines County, Texas	[D] 17.96

The rate published in this tariff is for the intrastate transportation of Petroleum Products by pipe line within the State of Texas and is subject to the rules and regulations as shown here.

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

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SAFETY DIVISION
AUSTIN, TEXAS

Issued By
Ben Robles
SOUTHTEX 66 PIPELINE COMPANY, LTD.
10001 Six Pines Drive
The Woodlands, TX 77380

Compiled By
John Kline, Director, Tariffs
SOUTHTEX 66 PIPELINE COMPANY, LTD.
P.O. Box 2197
Houston, TX 77252
(281) 293-2135

GENERAL RULES AND REGULATIONS

Carrier will receive petroleum Products for transportation from the names origin to the named destination under the following conditions:

ITEM NO.	SUBJECT	RULES AND REGULATIONS
5	Definitions	<p>“Barrel”, as used in these rules and regulations, means forty-two (42) United States Gallons at sixty degrees (60°) Fahrenheit.</p> <p>“Carrier”, as used in these rules and regulations, means and refers to SouthTex 66 Pipeline Company, Ltd..</p> <p>“Petroleum Products”, as used in these rules and regulations, means the liquified and liquid products resulting from the operation of natural gasoline recovery plants and gas-recycling plants.</p>
10	Specifications Required	<p>Petroleum Products will be accepted for transportation only after the consignor or consignee has made necessary arrangements for facilities to receive same at destination and only at such time as Petroleum Products of the same quality and specifications are currently being transported from receiving points to destination.</p>
15	Minimum Tender	<p>Petroleum Products of the required specification shall be tendered for transportation in quantities of not less than 10,000 barrels of the same quality and specifications from one consignor, consigned to one consignee.</p>
20	Identity of Shipment	<p>Petroleum Products will be accepted for transportation only on the condition that same shall be subject to such changes in gravity, color, quality or characteristics while in transit as may result from normal pipe line operations. Carrier will use due diligence to transport such products to destination with a minimum of contamination and so far as practicable will endeavor to maintain the identity of each shipment.</p>
25	Acceptance Free From Liens and Charges	<p>Petroleum Products will be accepted for transportation only when free from all liens and charges.</p>
30	Delivery At Destination Point	<p>Upon arrival at destination point, the Petroleum Products will be placed in consignee’s facilities.</p>
35	Gauging, Testing And Deductions	<p>Volumes of Petroleum Products received will be determined by meter readings at point of origin. Carrier will be accountable for delivery of one hundred percent (100%) of shipment at destination point.</p>
40	Measurement	<p>Observed volumes of purity product at operating pressures and temperatures shall be corrected to net volume at 60° F and equilibrium vapor pressure.</p> <p>Observed volumes of mixed products shall be corrected to net component volumes at 60° F and equilibrium vapor pressure by the use of flowing mass, a component analysis of a sample accumulated from the flowing stream, and component densities from the latest GPA 2145 Standard.</p>
45	Payment of Transportation And Other Charges	<p>The transportation and all other lawful charges accruing on Petroleum Products accepted for shipment, based on the rate applicable to the destination point at which delivery is made, shall be paid before release of Petroleum Products from the custody of the Carrier. If required, charges shall be prepaid at point of origin. Petroleum Products accepted for such transportation shall be subject to a lien for all lawful charges.</p>
50	Liability Of Carrier	<p>The Carrier will deliver at the destination point with reasonable diligence, the quantity of Petroleum Products received for transportation. The Carrier shall not be liable for any delay or loss of Petroleum Products occasioned by war, invasion, hostilities, rebellion, insurrection, seizure or destruction under quarantine or customs regulations, or confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade. In the event of such loss each owner’s share of the loss shall be in the same proportion as its share of the total quantity of the shipments involved in the loss, and each such owner shall be entitled to receive only so much of its share remaining after its due proportion of the loss is deducted. The Carrier shall compute the quantities of loss among the owners involved.</p> <p>The Carrier will not be liable for discoloration, contamination, or deterioration of Petroleum Products transported, unless such discoloration, contamination, or deterioration results from negligence of the Carrier in movement or handling of the product through the facilities of the Carrier. In the event of such damages, each owner’s share of the damaged shipment shall be in the same proportion as its share of the total quantity of shipments involved, and such owner shall be allocated only its proportionate share of the damaged shipment. The Carrier shall prepare and submit a statement to the owners showing the apportionment of the damaged Petroleum Products among the owners involved.</p>

GENERAL RULES AND REGULATIONS (Concluded)

ITEM NO.	SUBJECT	RULES AND REGULATIONS
55	Claims Time For Filing	Except where Petroleum Products are lost or damaged in transit by carelessness or negligence of the Carrier, claims for loss or damage must be made in writing to the Carrier within nine (9) months after delivery of the Petroleum Products, or in case of a failure to make delivery, then within nine (9) months after a reasonable time for delivery has elapsed. Suits for loss or damage shall be instituted only within two (2) years and one (1) day after delivery of the Petroleum Products, or in case of a failure to make delivery, then within two (2) years and one (1) day after a reasonable time for delivery has elapsed; provided, however, that where claims have been duly filed with the Carrier, suit must be brought within two (2) years and one (1) day after notice in writing is given by the Carrier to the claimant that the Carrier 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 the Carrier will not be liable.
60	Services Performed	The rates published in this tariff cover only the transportation of Petroleum Products by pipe line and include no other services.
65	Application Of Rates	The rates published in this tariff apply from established receiving stations of the Carrier to the established delivery station of the Carrier at or near points named. 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 more distant point.

EXPLANATION OF ABBREVIATION AND REFERENCE MARKS

ABBREVIATION OR REFERENCE MARK	EXPLANATION
A.S.T.M. American Society for Testing Materials	
A.P.I. °	American Petroleum Institute Degree
F	Fahrenheit
I.P.	The Institute of Petroleum
No.	Number
[I]	Increase
[D]	Decrease
[U]	Unchanged Rate
[C]	Cancel
[W]	Change in wording only