

# SouthTex 66 Pipeline Company, LTD.

Applying on  
**Ethylene**

From	To	Rate in Cents Per Ton (2,000 LBS)
Brazoria Area Brazoria County, Texas	Pasadena Area, Harris County, Texas	[D] 2,910
	Battleground Area Harris County, Texas	[D] 2,789
	Bayport Area Harris County, Texas	[D] 2,718
Battleground Connection Brazoria County, Texas	Pasadena Area, Harris County, Texas	[D] 223

**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.

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

**Issued May 28, 2010**

**Effective July 1, 2010**

RECEIVED  
 RRC OF TEXAS

MAY 28 2010

SAFETY DIVISION  
 AUSTIN, TEXAS

Issued  
 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  
 Fax: (281) 293-3024

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. "PETROLEUM PRODUCTS", "TON", AND "COMPANY" DEFINED**

"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. SPECIFICATIONS REQUIRED**

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. STORAGE, ORIGIN, AND DESTINATION FACILITIES**

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. MINIMUM TENDER**

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. APPORTIONMENT WHEN TENDERS ARE IN EXCESS OF FACILITIES**

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. ACCEPTANCE FREE FROM LIENS AND CHARGES**

Petroleum products will be accepted for transportation only when free from all liens and charges.

### **7. MEASURING, TESTING AND DEDUCTIONS**

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. IDENTITY OF PETROLEUM PRODUCTS**

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
[I]	Increase
[D]	Decrease
[U]	Unchanged Rate
[W]	Change in wording only
[C]	Cancel