### NAVARRO COUNTY COMMISSIONER'S COURT

A Regular meeting of the Navarro County Commissioner's Court was held on Monday, the 9<sup>th</sup>, day of April, 2018 at 10:00 a.m., in the Courtroom of the Navarro County Courtroom of the Navarro County Courthouse 300 W. 3<sup>rd</sup> Ave., in Corsicana, Texas. Presiding Judge HM Davenport Jr. Commissioners present Jason Grant, Dick Martin, Eddie Moore, and James Olsen.

- 1. 10:00 A.M. Motion to convene by Comm. Olsen sec by Comm. Moore Carried unanimously
- 2. Opening prayer by Comm. Martin
- 3. Pledge of Allegiance
- 4. Public Comment-No Comments

### Consent Agenda

Motion to approve consent agenda items 5-8 by Comm. Martin sec by Comm. Grant
Carried unanimously

- 5. Motion to approve bills as submitted by the County Auditor, including current bills, (paid 4/09/2018), payroll, (paid 4/13/2018)

  TO WIT PG 313-332
- 6. Motion to approve Cellular Phone Allowance Authorization for Navarro County Justice of the Peace Pct. 1 TO WIT PG 333
- 7. Motion to approve the minutes from March 1, 2018 Planning & Zoning meeting <u>TO WIT PG 334-335</u>
- 8. Motion to approving a re-plat of The Shores on Richland Chambers Lake, Phase 1, combining lots 227 & 228 for Travis and Kelly Fullwood

### **Action Items**

- 9. No action taken Burn Ban remains off
- Motion to approve Tax Collection Report for March 2018, Mike Dowd by Comm.
   Olsen sec by Comm. Moore
   Carried unanimously

  TO WIT PG 336-342

- 11. Motion to approve donation in the amount of \$7,000.00 from the 100 Club of Navarro County to the NCSO for the purchase of Tactical Equipment by Comm. Grant sec by Comm. Martin Carried unanimously
- 12. Motion to approve accepting a donation in the amount of \$1,038.87 from the Navarro County Reserve Deputy Program for the NCSO Range by Comm. Moore sec by Comm. Grant Carried unanimously
- 13. Motion to approve accepting grant in the amount of \$2,000.00 from the Navarro County Electric Coop to NCSO for the Navarro County Roundup Program by Comm. Martin sec by Comm. Olsen Carried unanimously
- 14. Motion to approve special use permit #18-476 for a dwelling of Nonconventional Construction for James Grigar located at 524 SECR 3150 Corsicana, Texas by Comm. Martin sec by Comm. Moore Carried unanimously
- 15. Motion to approve crossing County Roads in Pct. 3 and Pct. 4 by Comm. Olsen sec by Comm. Moore

  Carried unanimously

  Motion to approve crossing County Roads in Pct. 3 and Pct. 4 by Comm. Olsen TO WIT PG 343-531
- 16. Discussion with the Ellis County Community Supervision and Corrections
  Department
- 17. 10:30 A.M. Motion to go into Executive Session Pursuant to the Texas Government Code Section 551.074 to discuss Personnel by Comm. Olsen sec by Comm. Moore Carried unanimously
  - 11:10 A.M. Motion to come out of Executive Session Pursuant to the Texas Government Code Section 551.074 to discuss Personnel by Comm. Moore sec by Comm. Grant Carried unanimously
- 18. No action taken on Executive Session Pursuant to the Texas Government Code Section 551.074 to discuss Personnel

- 19. Motion to adjourn by Comm. Martin sec Comm. Grant Carried unanimously
- I, Sherry Dowd, Navarro County Clerk, Attest that the Foregoing is a True and accurate accounting of the commissioners Court's authorized proceeding for April 9, 2018.

Signed 9th day of April, 2018

Sherry Dowd, County Clerk

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2018 101-435-413 2018 101-512-380	2018 101-440-310	2018 101-440-310	2018 101-409-417	2018 101-456-417	2018 101-512-445	2018 101-512-445	2018 101-512-575	2018 101-560-428	2018 101-512-321	2018 101-512-321	2018 101-457-428	2018 101-457-428	2018 101-457-428	2018 101-425-411	2018 101-435-490	2018 101-430-411	2018 101-435-411	2018 101-425-411	2018 101-430-411	2018 101-430-411	2018 101-430-411	2018 101-430-485	2018 101-430-411	2018 101-435-411	2018 101-430-490	2018 101-430-490	2018 101-560-428	2018 101-560-428	2018 101-430-428	2018 101-410-321	2018 101-561-446	2018 101-456-310
VISITING JUDGES GROCERIES	OFFICE SUPPLIES	OFFICE SUPPLIES	BONDS	BONDS	REPAIRS & MAINTE	REPAIRS & MAINTE	MACHINERY & EQUI	TRAVEL/CONFERENC	MAINTENANCE SUPP	MAINTENANCE SUPP	TRAVEL/CONFERENC	TRAVEL/CONFERENC	TRAVEL/CONFERENC	COURT APPOINTED	MENTAL / AD LITE	COURT APPOINTED	COURT APPOINTED	COURT APPOINTED	COURT APPOINTED	COURT APPOINTED	COURT APPOINTED	OTHER LITIGATION	COURT APPOINTED	COURT APPOINTED	MENTAL / AD LITE	MENTAL / AD LITE	TRAVEL/CONFERENC	TRAVEL/CONFERENC	TRAVEL/CONFERENC	MAINTENANCE SUPP	REPAIRS & MAINT	OFFICE SUPPLIES
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4/9/2018 4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018
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5.00 5.00 38.00 13.50 379.90 125.68	5,726.64 80.44 162.31	11.30 2,873.98 32.89 14.08 18.23	8.39 141.73 449.61 9.74 37.16 110.13 8.39	4,957.66 34,613.99 66.00 54.90 39.47 18.35 117.50 598.78 27.58

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2018 101-425-411 2018 101-458-459	2018 101-512-352	2018 101-512-352	2018 101-512-352	2018 101-512-352	2018 101-512-350	2018 101-512-350	2018 101-512-350	2018 101-512-350	2018 101-512-350	2018 101-561-446	2018 101-561-446	2018 101-512-445	2018 101-512-445	2018 101-512-445	2018 101-512-445	2018 101-410-455	2018 101-411-455	2018 101-560-426	2018 101-560-426	2018 101-456-428	2018 101-456-428	2018 101-456-428	2018 101-560-310	2018 101-560-310	2018 101-560-310	2018 101-560-310	2018 101-560-310	2018 101-560-310	2018 101-560-310	2018 101-560-310	2018 101-560-310	2018 101-440-310
COURT APPOINTED MAINT CONTRACT	INMATE CLOTHING	INMATE CLOTHING	INMATE CLOTHING	INMATE CLOTHING	INMATE SUPPLIES	REPAIRS & MAINT	<b>REPAIRS &amp; MAINT</b>	<b>REPAIRS &amp; MAINTE</b>	REPAIRS & MAINTE	REPAIRS & MAINTE	REPAIRS & MAINTE	MAINT CONTRACT -	MAINT CONTRACT -	UNIFORMS	UNIFORMS	TRAVEL/CONFERENC	TRAVEL/CONFERENC	TRAVEL/CONFERENC	OFFICE SUPPLIES													
4/4/2018 4/3/2018	4/4/2018	4/4/2018	4/4/2018	4/4/2018	4/4/2018	4/4/2018	4/2/2018	4/2/2018	4/2/2018	4/4/2018	4/2/2018	4/2/2018	4/2/2018	4/2/2018	4/2/2018	4/3/2018	4/3/2018	4/2/2018	4/2/2018	4/4/2018	4/4/2018	4/4/2018	4/2/2018	4/2/2018	4/2/2018	4/2/2018	4/2/2018	4/2/2018	4/2/2018	4/2/2018	4/2/2018	4/4/2018
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	MEDICAL SURGICAL & C	MEDICAL SURGICAL & C	MEDICAL SURGICAL & C	LEXIS NEXIS - DALLAS	LENOVO FINANCIAL SER	LENOVO FINANCIAL SER	LENOVO FINANCIAL SER	LENOVO FINANCIAL SER	LBJ SCHOOL OF PUBLIC	LAW OFFICE OF JASON	LAW OFFICE OF JASON	KRISTIN BATES	KLEEN-AIR FILTER SER	K & S TIRE TOWING &	K & S TIRE TOWING &	K & S TIRE TOWING &	K & S TIRE TOWING &	K & S TIRE TOWING &	K & S TIRE TOWING &	K & S TIRE TOWING &	K & S TIRE TOWING &	K & S TIRE TOWING &	K & S TIRE TOWING &	JUANITA B EDGECOMB P	JORDAN PAINT & BODY	JORDAN PAINT & BODY	JOHNSON OIL COMPANY	JILL GROUNDS	JERRY PUTMAN	JENNIFER CONTRERAS H	JENNIFER CONTRERAS H
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2018 101-572-428 2018 101-435-428	2018 101-572-411 2018 101-572-411	2018 101-435-470	2018 101-560-494	2018 101-440-419	2018 101-499-320	2018 101-440-320	2018 101-495-320	2018 101-498-320	2018 101-495-428	2018 101-430-411	2018 101-430-411	2018 101-560-428	2018 101-512-450	2018 101-560-445	2018 101-560-445	2018 101-560-445	2018 101-560-445	2018 101-560-445	2018 101-560-445	2018 101-560-445	2018 101-560-445	2018 101-560-445	2018 101-560-445	2018 101-430-411	2018 101-560-445	2018 101-560-445	2018 101-560-370	2018 101-440-428	2018 101-475-428	2018 101-475-495	2018 101-475-495
TRAVEL/CONFERENC	NON-RESIDENTIAL	MEDICAL EXAMINAT	EMPLOYEE PHYSICA	DUES & SUBSCRIPT	OPERATING EQUIPM	OPERATING EQUIPM	OPERATING EQUIPM	OPERATING EQUIPM	TRAVEL/CONFERENC	COURT APPOINTED	COURT APPOINTED	TRAVEL/CONFERENC	MAINT CONTRACT -	<b>REPAIRS &amp; MAINT</b>	REPAIRS & MAINT	<b>REPAIRS &amp; MAINT</b>	<b>REPAIRS &amp; MAINT</b>	<b>REPAIRS &amp; MAINT</b>	REPAIRS & MAINT	<b>REPAIRS &amp; MAINT</b>	REPAIRS & MAINT	REPAIRS & MAINT	<b>REPAIRS &amp; MAINT</b>	COURT APPOINTED	<b>REPAIRS &amp; MAINT</b>	<b>REPAIRS &amp; MAINT</b>	GAS & OIL	TRAVEL/CONFERENC	TRAVEL/CONFERENC	WITNESS EXPENDIT	WITNESS EXPENDIT
4/4/2018	4/4/2018 4/4/2018	4/3/2018	4/2/2018	4/3/2018	4/3/2018	4/3/2018	4/3/2018	4/3/2018	4/4/2018	4/3/2018	4/3/2018	4/4/2018	4/2/2018	4/2/2018	4/2/2018	4/2/2018	4/2/2018	4/2/2018	4/2/2018	4/2/2018	4/2/2018	4/2/2018	4/2/2018	4/3/2018	4/3/2018	4/2/2018	4/4/2018	4/4/2018	4/4/2018	4/4/2018	4/4/2018
4/9/2018 4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018
			305034						305899					305599	305599	305599	305599	305599	305599	305599	305599	305599	305599		306066	306066	305708				
305.20 382.70	32.00	113.00	116.00	161.00	581.14	652.10	399.90	66.63	295.00	662.50	762.50	76.50	680.00	11.40	77.45	11.40	41.57	10.00	88.00	11.40	59.55	11.40	118.40	600.00	1,071.80	1,110.40	5,117.66	60.62	29.77	113.00	100.57

	OFFICE DEPOT INC-TXM	NEAL GREEN  NEAL GREEN  NEAL GREEN  OFFICE DEPOT INC-TXM	MEN WATER SUPPLY COR NAVARRO COUNTY ELECT
7 7 7 7	7 7 7 7 7 7 7 7	1111111111	, , , , , , , , , , , , , , , , , , , ,
2018 101-475-310 2018 101-475-310 2018 101-475-310 2018 101-475-310 2018 101-475-310	2018 101-459-310 2018 101-459-310 2018 101-560-310 2018 101-560-310 2018 101-560-310 2018 101-560-310 2018 101-475-310 2018 101-475-310	2018 101-430-485 2018 101-430-411 2018 101-430-411 2018 101-561-310 2018 101-499-310 2018 101-499-310 2018 101-499-310 2018 101-512-310 2018 101-512-310 2018 101-512-310 2018 101-512-310 2018 101-512-310	2018 101-402-430 2018 101-560-428 2018 101-402-430 2018 101-402-430 2018 101-512-435 2018 101-512-435 2018 101-512-435 2018 101-402-430 2018 101-402-430 2018 101-497-310
OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES	OFFICE SUPPLIES	OTHER LITIGATION COURT APPOINTED COURT APPOINTED OFFICE SUPPLIES	UTILITIES - PARK TRAVEL/CONFERENC UTILITIES - PARK UTILITIES - PARK UTILITIES UTILITIES UTILITIES UTILITIES UTILITIES OFFICE SUPPLIES
4/4/2018 4/4/2018 4/4/2018 4/4/2018 4/4/2018 4/4/2018	4/4/2018 4/4/2018 4/4/2018 4/4/2018 4/4/2018 4/4/2018 4/4/2018 4/4/2018	4/3/2018 4/3/2018 4/3/2018 4/3/2018 4/4/2018 4/4/2018 4/4/2018 4/4/2018 4/4/2018 4/4/2018 4/4/2018 4/4/2018	4/3/2018 4/2/2018 4/5/2018 4/5/2018 4/5/2018 4/5/2018 4/5/2018 4/5/2018 4/5/2018 4/5/2018
4/9/2018 4/9/2018 4/9/2018 4/9/2018 4/9/2018	4/9/2018 4/9/2018 4/9/2018 4/9/2018 4/9/2018 4/9/2018 4/9/2018 4/9/2018	4/9/2018 4/9/2018 4/9/2018 4/9/2018 4/9/2018 4/9/2018 4/9/2018 4/9/2018 4/9/2018 4/9/2018 4/9/2018	4/9/2018 4/9/2018 4/9/2018 4/9/2018 4/9/2018 4/9/2018 4/9/2018 4/9/2018 4/9/2018 4/9/2018
306130 306146 306146 306146 306146	306031 306031 306145 306145 306127 306127 306130 306130	306082 306148 306148 306148 306129 306129 306129 306031	305732
74.25 57.98 44.42 11.12 251.25	124.20 2.99 17.50 9.76 175.33 64.39 109.10 201.58	3.33 780.00 550.00 92.44 33.58 176.37 36.48 335.96 97.15 235.64 29.97	32.00 2,093.00 10.07 20.14 201.00 34.00 33.00 10.07 17.78

SUSAN A WALDRIP COUR	SPIT SHINE FLOORS	SOUTHERN HEALTH PART	SOUTHERN HEALTH PART	SOLARWINDS, INC	SHERIFF, PETTY CASH	REX GIVENS	RESERVE ACCOUNT	REPUBLIC SERVICES #0	PITNEY BOWES INC	PHILIP R TAFT PSY	PHILIP R TAFT PSY	PHILIP R TAFT PSY	OFFICE DEPOT INC-TXM	OFFICE DEPOT INC-TXM	OFFICE DEPOT INC-TXN	OFFICE DEPOT INC-TXIV	OFFICE DEPOT INC-TXM	OFFICE DEPOT INC-TXIV	OFFICE DEPOT INC-TXM													
ÜR ÜR						RT	RT													_	3						_	_	7	7	7	7
7 2018 101-435-412 7 2018 101-435-412	7 2018 101-410-459	7 2018 101-410-459	7 2018 101-410-459	7 2018 101-410-459	7 2018 101-410-459	7 2018 101-512-471	7 2018 101-512-472	7 2018 101-407-458	7 2018 101-560-370	7 2018 101-475-410	7 2018 101-406-311	7 2018 101-410-430	7 2018 101-406-313	7 2018 101-425-470	7 2018 101-430-470	7 2018 101-560-494	7 2018 101-475-310	7 2018 101-405-310	7 2018 101-405-310	7 2018 101-425-310	7 2018 101-425-310	7 2018 101-425-310	7 2018 101-405-310	7 2018 101-405-310	7 2018 101-407-310	7 2018 101-407-310	7 2018 101-407-310	7 2018 101-406-312	7 2018 101-497-310	7 2018 101-497-310	7 2018 101-497-310	7 2018 101-497-310
TRANSCRIPTS TRANSCRIPTS	MAINT CONTRACT -	INMATE PHYSICIAN	INMATE HOSPITAL	MAINT CONTRACT -	GAS & OIL	PROFESSIONAL SER	POSTAGE	UTILITIES	POSTAGE MAINTENA	MEDICAL EXAMINAT	MEDICAL EXAMINAT	EMPLOYEE PHYSICA	OFFICE SUPPLIES	OFFICE SUPPLIES	OFFICE SUPPLIES	OFFICE SUPPLIES	OFFICE SUPPLIES	OFFICE SUPPLIES	OFFICE SUPPLIES	OFFICE SUPPLIES	OFFICE SUPPLIES	OFFICE SUPPLIES	OFFICE SUPPLIES	COPY & POSTAGE S	OFFICE SUPPLIES	OFFICE SUPPLIES	OFFICE SUPPLIES	OFFICE SUPPLIES				
4/3/2018 4/3/2018	4/3/2018	4/3/2018	4/3/2018	4/3/2018	4/3/2018	4/2/2018	4/2/2018	4/3/2018	4/2/2018	4/3/2018	4/5/2018	4/5/2018	4/3/2018	4/3/2018	4/3/2018	4/2/2018	4/4/2018	4/4/2018	4/4/2018	4/4/2018	4/4/2018	4/4/2018	4/4/2018	4/4/2018	4/4/2018	4/4/2018	4/4/2018	4/4/2018	4/4/2018	4/4/2018	4/4/2018	
4/9/2018 4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018
	306222	306222	306222	306222	306222			306225								305045	306146	306084	306084	306134	306134	306134	306126	306126	306131	306131	306151	306152	306147	306128	306128	306128
295.00 295.00	50.00	55.00	105.00	90.00	48.00	210.27	1,976.02	470.00	15.74	13.00	10,000.00	1,003.57	230.00	1,006.25	962.50	225.00	37.98	73.34	29.88	2/.0/	73,44	18.99	28.07	13.25	80.79	59.99	59.99	20.00	119.99	27.49	14.07	9.99

TEXAS ASSOC OF COUNT 7 TEXAS ASSOC OF COUNT 7 TEXAS ASSOC OF COUNT 7	TEXAS ASSOC OF COUNT 7 TEXAS ASSOC OF COUNT 7 TEXAS ASSOC OF COUNT 7	ASSOC OF	ASSOC OF	TEXAS ASSOC OF COUNT 7	TEXAS ASSOC OF COUNT 7 TEXAS ASSOC OF COUNT 7	ASSOC	TEXAS ASSOC OF COUNT 7 TEXAS ASSOC OF COUNT 7	ASSOC OF		TEXAS ASSOC OF COUNT 7	유	TEXAS ASSOC OF COUNT 7	유 9	TEXAS ASSOC OF COUNT 7	TEXAS ASSOC OF COUNT 7	TEXAS ASSOC OF COUNT 7		TEXAS ASSOC OF COUNT 7	TEXAS ASSOC OF COUNT 7	TEXAS ASSOC OF COUNT 7	
2018 101-475-206 2018 101-512-206 2018 101-551-206	2018 101-560-206 2018 101-409-206 2018 101-640-206	2018 101-410-206	2018 101-650-206 2018 101-475-206 2018 101-577-206	2018 101-561-206 2018 101-565-206	2018 101-499-206 2018 101-560-206	2018 101-498-206	2018 101-495-206 2018 101-497-206	2018 101-475-206	2018 101-459-206	2018 101-457-206 2018 101-458-206	2018 101-456-206	2018 101-440-206	2018 101-435-206	2018 101-425-206	2018 101-421-206	2018 101-407-206	2018 101-405-206	2018 101-403-206	2018 101-402-206	2018 101-401-206	
WORKERS COMPENSA WORKERS COMPENSA WORKERS COMPENSA	WORKERS COMPENSA WORKERS COMPENSA	WORKERS COMPENSA WORKERS COMPENSA	WORKERS COMPENSA WORKERS COMPENSA	WORKERS COMPENSA WORKERS COMPENSA	WORKERS COMPENSA	WORKERS COMP	WORKERS COMPENSA	WORKERS COMPENSA	WORKERS COMPENSA	WORKERS COMPENSA	WORKERS COMPENSA	WORKERS COMPENSA	WORKERS COMPENSA	WORKERS COMPENSA	WORKERS COMPENSA	WORKERS COMPENSA	WORKERS COMPENSA	WORKERS COMPENSA	WORKERS COMPENSA	WORKERS COMPENSA	
4/4/2018 4/4/2018 4/4/2018 4/4/2018	4/4/2018 4/4/2018 4/4/2018	4/4/2018	4/4/2018 4/4/2018 4/4/2018	4/4/2018 4/4/2018	4/4/2018 4/4/2018	4/4/2018	4/4/2018	4/4/2018	4/4/2018	4/4/2018 4/4/2018	4/4/2018	4/4/2018	4/4/2018	4/4/2018 4/4/2018	4/4/2018	4/4/2018	4/4/2018	4/4/2018	4/4/2018	4/4/2018	
4/9/2018 4/9/2018 4/9/2018	4/9/2018 4/9/2018 4/9/2018	4/9/2018 4/9/2018	4/9/2018 4/9/2018 4/9/2018	4/9/2018 4/9/2018	4/9/2018 4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018 4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018 4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	
406.71 11,231.68 98.60	7.00 505.00	783.50 25.25	179.05 53.00 83.40	311.38 47.04	250.55 127.31	29.48	66.48	27.59	85.61	85.61 85.61	85.61	180.31	69.93	98.15 174.03	93.13	63.03	12.86	203.82	92.50	28.84	

TYLER TECHNOLOGIES I 7 VALVOLINE EXPRESS CA 7 VALVOLINE EXPRESS CA 7	TYLER TECHNOLOGIES 1 7 TYLER TECHNOLOGIES 1 7	TYLER TECHNOLOGIES I 7	TOMMY PRYOR 7	TOMAS ECHARTEA 7	TIM EASLEY 7	TIM EASLEY 7	TIGER VALLEY LLC 7	TIFFANY RICHARDSON 7	TIFFANY RICHARDSON 7	THEDFORD OFFICE SUPP 7	THEDFORD OFFICE SUPP 7	THE SIGN SHOP OF COR 7	THE FREDONIA HOTEL 7	TEXAS VOICE & DATA S 7	TEXAS VOICE & DATA S 7	TEXAS VOICE & DATA S 7	TEXAS PRISONER TRANS 7	TEXAS FIRE ALARM INC 7	TEXAS FIRE & SAFETY 7	TEXAS ASSOC OF COUNT 7										
2018 101-475-446 2018 101-560-445 2018 101-560-445	2018 101-475-446 2018 101-475-446	2018 101-475-446	2018 101-407-312	2018 101-435-410	2018 101-405-428	2018 101-405-428	2018 101-560-428	2018 101-407-428	2018 101-407-428	2018 101-407-312	2018 101-512-310	2018 101-412-322	2018 101-412-322	2018 101-412-322	2018 101-412-322	2018 101-411-322	2018 101-411-322	2018 101-411-322	2018 101-403-428	2018 101-411-445	2018 101-407-445	2018 101-407-445	2018 101-512-465	2018 101-410-455	2018 101-512-455	2018 101-560-206	2018 101-410-206	2018 101-554-206	2018 101-553-206	FOTO TOT DOE FOO
COMPUTER MAINTEN REPAIRS & MAINT REPAIRS & MAINT	COMPUTER MAINTEN	COMPUTER MAINTEN	COMPUTER SUPPLIE	INTERPRETER	TRAVEL/CONFERENC	TRAVEL/CONFERENC	TRAVEL/CONFERENC	TRAVEL/CONFERENC	TRAVEL/CONFERENC	COMPUTER SUPPLIE	OFFICE SUPPLIES	SIGN SUPPLIES	SIGN SUPPLIES	SIGN SUPPLIES	SIGN SUPPLIES	SIGN SUPPLIES	SIGN SUPPLIES	SIGN SUPPLIES	TRAVEL/CONFERENC	REPAIRS & MAINTE	REPAIRS & MAINTE	REPAIRS & MAINTE	EXTRADITION OF P	MAINT CONTRACT -	MAINT CONTRACT -	WORKERS COMPENSA	WORKERS COMPENSA	WORKERS COMPENSA	WORKERS COMPENSA	ANOUNCE COLOR CINES
4/4/2018 4/2/2018 4/2/2018 4/2/2018	4/4/2018 4/4/2018	4/4/2018	4/5/2018	4/3/2018	4/4/2018	4/4/2018	4/4/2018	4/4/2018	4/4/2018	4/3/2018	4/2/2018	4/3/2018	4/3/2018	4/3/2018	4/3/2018	4/3/2018	4/3/2018	4/3/2018	4/4/2018	4/5/2018	4/5/2018	4/5/2018	4/2/2018	4/3/2018	4/2/2018	4/4/2018	4/4/2018	4/4/2018	4/4/2018	4/4/COTO
4/9/2018 4/9/2018 4/9/2018	4/9/2018 4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	0107/0/4
306074 306202										306203	306177	305637	305637	305637	305637	305637	305637	305637		306136	306254	306254	306219							
1,186.60 15.00 7.00	19,452.50 18,445.00	6,800.00	41.17	200.00	168.08	181.16	660.00	229.50	258.33	895.00	237.00	140.00	75.00	597.00	1,995.00	75.00	850.00	1,995.00	157.07	1,500.00	175.00	337.50	189.50	40.00	1,500.00	7,791.11	359.46	98.60	98.60	0.00

XEROX CORP - TXMAS	WEST PUBLISHING CORP	WEST PUBLISHING CORP	VALVOLINE EXPRESS CA	VALVOLINE EXPRESS CA																													
7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7
2018 101-403-440	2018 101-499-440	2018 101-499-310	2018 101-499-440	2018 101-421-440	2018 101-421-310	2018 101-572-440	2018 101-572-310	2018 101-571-440	2018 101-425-440	2018 101-571-440	2018 101-435-440	2018 101-435-310	2018 101-497-440	2018 101-497-310	2018 101-401-440	2018 101-401-310	2018 101-409-440	2018 101-409-310	2018 101-512-440	2018 101-512-440	2018 101-561-440	2018 101-560-440	2018 101-560-310	2018 101-495-440	2018 101-430-440	2018 101-430-310	2018 101-402-440	2018 101-512-440	2018 101-512-310	2018 101-435-419	2018 101-480-419	2018 101-560-445	2018 101-560-445
COPIER RENTAL	COPIER RENTAL	OFFICE SUPPLIES	COPIER RENTAL	COPIER RENTAL	OFFICE SUPPLIES	COPIER RENTAL	OFFICE SUPPLIES	COPIER RENTAL	COPIER RENTAL	COPIER RENTAL	COPIER RENTAL	OFFICE SUPPLIES	COPIER RENTAL	COPIER RENTAL	COPIER RENTAL	COPIER RENTAL	OFFICE SUPPLIES	COPIER RENTAL	COPIER RENTAL	OFFICE SUPPLIES	COPIER RENTAL	COPIER RENTAL	OFFICE SUPPLIES	DUES & PUBLICATI	PUBLICATIONS	REPAIRS & MAINT	REPAIRS & MAINT						
4/4/2018	4/4/2018	4/4/2018	4/4/2018	4/4/2018	4/4/2018	4/4/2018	4/4/2018	4/4/2018	4/4/2018	4/4/2018	4/4/2018	4/4/2018	4/4/2018	4/4/2018	4/4/2018	4/4/2018	4/4/2018	4/4/2018	4/4/2018	4/4/2018	4/4/2018	4/4/2018	4/4/2018	4/4/2018	4/4/2018	4/4/2018	4/4/2018	4/3/2018	4/3/2018	4/5/2018	4/5/2018	4/2/2018	4/2/2018
4/9/2018	4/9/2018		4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018
																																306074	306202
251.49	163.12	3.60	148.38	385.67	62.74	151.78	15.14	219.47	208.68	219.47	140.41	2.51	327.74	2.38	281.50	29.96	215.10	18.91	251.35	177.51	161.75	225.37	8.21	419.86	129.28	11.26	258.84	251.35	7.55	557.66	444.00	7.00	7.00

XEROX CORP - TXMAS	PP 7	2018 101-403-440 2018 101-403-440 2018 101-440-440 2018 101-440-310 2018 101-475-310 2018 101-475-310 2018 101-475-310 2018 101-475-440 2018 101-475-440 C S C D  ACCOUNT #	COPIER RENTAL COPIER RENTAL COPIER RENTAL OFFICE SUPPLIES COPIER RENTAL OFFICE SUPPLIES COPIER RENTAL OFFICE SUPPLIES COPIER RENTAL	4/4/2018 4/4/2018 4/4/2018 4/4/2018 4/4/2018 4/4/2018 4/4/2018 4/4/2018 4/4/2018	4/9/2018 4/9/2018 4/9/2018 4/9/2018 4/9/2018 4/9/2018 4/9/2018 4/9/2018 4/9/2018	PONO	296.72 232.61 298.37 44.46 298.35 4.30 295.97 42.78 295.97 237,441.04
XEROX CORP - TXMAS  204/06/2018 08:50:20	7	2018 101-475-440 CSCD	COPIER RENTAL	4/4/2018			237,441.04
VENDOR NAME	PP	ACCOUNT#	ACCOUNT NAME		ВР	ONO	AMOUNT
CIMA COMPANIES INC ROBERT L SAENZ THEDFORD OFFICE SUPP THEDFORD OFFICE SUPP	co co co co	2018 151-571-417 2018 151-573-410 2018 151-571-310 2018 151-571-310 2018 151-571-310	PROFESSIONAL - B CONTRACT SERVICE DEPARTMENT SUPPL DEPARTMENT SUPPL DEPARTMENT SUPPL	4/4/2018 4/4/2018 4/4/2018 4/4/2018 4/4/2018	4/9/2018 4/9/2018 4/9/2018 4/9/2018 4/9/2018	306208 306208 306208	1,128.00 945.00 89.99 130.99 92.99
型04/06/2018 08:50:20		JUVENILE PROBATION	Z		1	În l	2,386.97
VENDOR NAME	рp	ACCOUNT #	ACCOUNT NAME	VP DATE	DATE TBP PO NO	ONO	AMOUNT
RITE OF PASSAGE, INC TEXAS ASSOC OF COUNT TEXAS ASSOC OF COUNT TEXAS ASSOC OF COUNT VERL O CHILDERS JR P VERL O CHILDERS JR P	co co co co co	2018 161-572-410 2018 161-572-206 2018 161-573-206 2018 161-575-206 2018 161-576-651 2018 161-576-651	WORKERS COMPENSA WORKERS COMPENSA WORKERS COMPENSA WORKERS COMPENSA MHA - EXC-POST A MHA - EXC-POST A	4/4/2018 4/4/2018 4/4/2018 4/4/2018 4/4/2018 4/4/2018	4/9/2018 4/9/2018 4/9/2018 4/9/2018 4/9/2018 4/9/2018		2,434.50 178.24 139.25 61.12 428.20 428.20
	ı		785.5	•	٠		

ARNOLD CRUSHED STONE ARNOLD CRUSHED STONE ARNOLD CRUSHED STONE ARNOLD CRUSHED STONE ATWOODS DISTRIBUTING ATWOODS DISTRIBUTING ATWOODS DISTRIBUTING ATWOODS DISTRIBUTING B & B WATER SUPPLY C B & G AUTO PARTS BIG H TIRE SERVICE BIG H TIRE SERVICE BIG H TIRE SERVICE CONSTRUCTION EDGE HUFFMAN COMMUNICATIO	PP 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7	ACCOUNT #  2018 211-611-376 2018 211-611-376 2018 211-611-376 2018 211-611-376 2018 211-611-376 2018 211-611-321 2018 211-611-321 2018 211-611-321 2018 211-611-321 2018 211-611-321 2018 211-611-445 2018 211-611-445 2018 211-611-445 2018 211-611-445 2018 211-611-324 2018 211-611-324	ROAD MATERIAL ROAD MATERIAL ROAD MATERIAL ROAD MATERIAL TELEPHONE ROAD MATERIAL MAINTENANCE SUPP MAINTENANCE SUPP MAINTENANCE SUPP JANITORIAL SUPPL MAINTENANCE SUPP REPAIRS & MAINTE	VP DATE  4/3/2018  4/3/2018  4/3/2018  4/3/2018  4/3/2018  4/3/2018  4/3/2018  4/3/2018  4/3/2018  4/3/2018  4/3/2018  4/3/2018  4/3/2018  4/3/2018  4/3/2018	DATE TBP   4/9/2018	PO NO  305058 305058 305035 305035 306169 306169 305037 305039 305039 305039 306228	S51.27 138.66 276.16 39.24 2.99 39.98 101.94 59.96 25.00 77.80 77.80 7,00 10.00 1,580.00 41.13
B & G AUTO PARTS BIG H TIRE SERVICE	7	2018 211-611-321 2018 211-611-445	MAINTENANCE SUPP REPAIRS & MAINTE	4/3/2018 4/3/2018	4/9/2018 4/9/2018	305037 305039	77.s 7.s
BIG H TIRE SERVICE	7	2018 211-611-445	REPAIRS & MAINTE	4/3/2018 4/3/2018	4/9/2018 4/9/2018	305039	10.1 60.1
CONSTRUCTION EDGE	7	2018 211-611-324	BLADES	4/3/2018	4/9/2018	306228	1,580.
HUFFMAN COMMUNICATIO	7	2018 211-611-450	MAINT CONTRACT	4/3/2018	4/9/2018		41.
MOORE TIRE & AUTO	7	2018 211-611-445 2018 211-611-445	REPAIRS & MAINTE	4/3/2018	4/9/2018	306247	85.
MOORE TIRE & AUTO	7	2018 211-611-445	REPAIRS & MAINTE	4/3/2018	4/9/2018	306247	329. 150
MOORE TIRE & AUTO	7	2018 211-611-445	REPAIRS & MAINTE	4/3/2018	4/9/2018	306247	127.
MOORE TIRE & AUTO	7	2018 211-611-445	REPAIRS & MAINTE	4/3/2018	4/9/2018	306207	7.
MOORE TIRE & AUTO	7	2018 211-611-445	REPAIRS & MAINTE	4/3/2018	4/9/2018	306207	7.
MOORE TIRE & AUTO	7	2018 211-611-445	REPAIRS & MAINTE	4/3/2018	4/9/2018	306207	7
MOORE TIRE & AUTO	7	2018 211-611-445 2018 211-611-445	REPAIRS & MAINTE	4/3/2018 4/3/2018	4/9/2018	306207	550
NAVARRO CO TAX ASSES	7	2018 211-611-445	REPAIRS & MAINTE	4/3/2018	4/9/2018		7
NAVARRO CO TAX ASSES	7	2018 211-611-445	REPAIRS & MAINTE	4/3/2018	4/9/2018		7

3,669.51

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图04/06/2018 08:50:20

**ROAD & BRIDGE** 

#1

CITY OF KERENS CONSTRUCTION EDGE HUFFMAN COMMUNICATIO IJS COMPANY JOHNSON OIL COMPANY	ATWOODS DISTRIBUTING ATWOODS DISTRIBUTING	1904/06/2018 08:50:20 VENDOR NAME		WELCH STATE BANK	WELCH STATE BANK	TOMMY MONTGOMERY SAN	TEXAS BIT	TEXAS BIT	TEXAS ASSOC OF COUNT	REPUBLIC SERVICES #0	RATTLER ROCK INC	PROSPERITY BANK #107	PROSPERITY BANK #107	PROSPERITY BANK #107	PROSPERITY BANK #107	PRECISION AUTO GLASS	PRECISION AUTO GLASS	PHILLIPS TIRE	PHILLIPS TIRE	NAVARRO COUNTY ELECT	NAVARRO CO TAX ASSES	NAVARRO CO TAX ASSES
77777	7 7	PP		7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7
2018 212-612-324 2018 212-612-324 2018 212-612-324 2018 212-612-450 2018 212-612-330 2018 212-612-370	2018 212-612-321 2018 212-612-321 2018 212-612-321	ROAD & BRIDGE ACCOUNT #		2018 211-611-574	2018 211-611-573	2018 211-611-376	2018 211-611-376	2018 211-611-376	2018 211-611-206	2018 211-611-430	2018 211-611-376	2018 211-611-574	2018 211-611-573	2018 211-611-574	2018 211-611-573	2018 211-611-445	2018 211-611-445	2018 211-611-325	2018 211-611-325	2018 211-611-430	2018 211-611-445	2018 211-611-445
UTILITIES BLADES MAINT CONTRACT JANITORIAL SUPPL GAS & OIL	MAINTENANCE SUPP	#2 ACCOUNT NAME		CAPITAL LEASE IN	CAPITAL LEASE PR	ROAD MATERIAL	ROAD MATERIAL	ROAD MATERIAL	WORKERS COMPENSA	UTILITIES	ROAD MATERIAL	CAPITAL LEASE IN	CAPITAL LEASE PR	CAPITAL LEASE IN	CAPITAL LEASE PR	REPAIRS & MAINTE	REPAIRS & MAINTE	TIRES	TIRES	UTILITIES	REPAIRS & MAINTE	REPAIRS & MAINTE
4/3/2018 4/3/2018 4/3/2018 4/3/2018 4/3/2018 4/3/2018	4/3/2018 4/3/2018 4/3/2018	VP DATE		4/4/2018	4/4/2018	4/3/2018	4/3/2018	4/3/2018	4/4/2018	4/3/2018	4/3/2018	4/4/2018	4/4/2018	4/4/2018	4/4/2018	4/3/2018	4/3/2018	4/3/2018	4/3/2018	4/5/2018	4/3/2018	4/3/2018
4/9/2018 4/9/2018 4/9/2018 4/9/2018 4/9/2018 4/9/2018	4/9/2018 4/9/2018	DATE TBP		4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018
305089 306230	306257 306257	PO NO	;			305080	305070	305070			305068					306229	306229	306245				
75.75 2,400.00 41.12 70.29 860.40	57.96 55.04	AMOUNT	28,235.44	68.72	2,257.06	8,710.99	1,701.64	1,138.48	1,776.85	170.77	567.89	120.74	2,233.58	182.56	3,402.78	200.00	440.00	460.00	325.00	112.30	22.00	7.50

ARNOLD CRUSHED STONE ARNOLD CRUSHED STONE ARNOLD CRUSHED STONE ARNOLD CRUSHED STONE CITY OF DAWSON HUFFMAN COMMUNICATIO NORTHEAST TEXAS WATE O'REILLY AUTOMOTIVE	VENDOR NAME	型04/06/2018 08:50:20	WELCH STATE BANK	WELCH STATE BANK	WARREN PRODUCTS	WARREN PRODUCTS	TEXAS BIT	TEXAS ASSOC OF COUNT	ROMCO EQUIPMENT CO	ROMCO EQUIPMENT CO	ROMCO EQUIPMENT CO	ROMCO EQUIPMENT CO	MCCOY'S BUILDING SUP	MAVERICK METALS TRAD	MARTIN MARIETTA MATE	MARTIN MARIETTA MATE	MARTIN MARIETTA MATE	MARTIN MARIETTA MATE	JOHNSON OIL COMPANY
111111111	PP		7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7
2018 213-613-376 2018 213-613-376 2018 213-613-376 2018 213-613-376 2018 213-613-376 2018 213-613-430 2018 213-613-430 2018 213-613-430 2018 213-613-321 2018 213-613-321	ACCOUNT #	ROAD & BRIDGE	2018 212-612-574	2018 212-612-573	2018 212-612-321	2018 212-612-321	2018 212-612-376	2018 212-612-206	2018 212-612-324	2018 212-612-324	2018 212-612-324	2018 212-612-324	2018 212-612-321	2018 212-612-321	2018 212-612-376	2018 212-612-376	2018 212-612-376	2018 212-612-376	2018 212-612-370
ROAD MATERIAL ROAD MATERIAL ROAD MATERIAL ROAD MATERIAL ROAD MATERIAL UTILITIES MAINT CONTRACT UTILITIES MAINTENANCE SUPP	ACCOUNT NAME	#3	CAPITAL LEASE IN	CAPITAL LEASE PR	MAINTENANCE SUPP	MAINTENANCE SUPP	ROAD MATERIAL	<b>WORKERS COMPENSA</b>	BLADES	BLADES	BLADES	BLADES	MAINTENANCE SUPP	MAINTENANCE SUPP	ROAD MATERIAL	ROAD MATERIAL	ROAD MATERIAL	ROAD MATERIAL	GAS & OIL
4/3/2018 4/3/2018 4/3/2018 4/3/2018 4/3/2018 4/3/2018 4/3/2018 4/3/2018 4/3/2018 4/3/2018	VP DATE		4/4/2018	4/4/2018	4/3/2018	4/3/2018	4/3/2018	4/4/2018	4/4/2018	4/3/2018	4/3/2018	4/3/2018	4/3/2018	4/3/2018	4/4/2018	4/3/2018	4/3/2018	4/3/2018	4/3/2018
4/9/2018 4/9/2018 4/9/2018 4/9/2018 4/9/2018 4/9/2018 4/9/2018 4/9/2018 4/9/2018 4/9/2018	DATE TBP PO NO		4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018
305130 305130 305130 305130 305130 305135		1			306221	306221	305102		306150	306150	306150	306150	305091	306253	305101	305101	305101	305101	306230
138.44 415.65 419.16 417.73 277.81 92.75 41.12 37.46 34.28 96.87	AMOUNT	36,941.15	208.90	2,191.65	22.00	116.78	3,213.28	1,776.85	1,484.70	733.80	(2,061.00)	2,061.00	74.92	83.16	2,612.06	3,496.53	7,588.05	6,216.21	3,511.50

PROSPERITY BANK #107 PROSPERITY BANK #107	HWY 171 TRUCK & AUTO HWY 171 TRUCK & AUTO	HWY 1/1 IRUCK & AUTO	HUFFMAN COMMUNICATIO	GILFILLAN HARDWARE	GILFILLAN HARDWARE	CORSICANA NAPA AUTO	CORSICANA NAPA AUTO	CITY OF BLOOMING GRO	BIG H TIRE SERVICE	ARNOLD CRUSHED STONE	ARNOLD CRUSHED STONE	ARNOLD CRUSHED STONE	ARNOLD CRUSHED STONE	VENDOR NAME	204/06/2018 08:50:20		WINDSTREAM	WINDSTREAM	TEXAS BIT	TEXAS BIT	T BAR D TRUCKING	T BAR D TRUCKING	T BAR D TRUCKING	REPUBLIC SERVICES #0
7	7	7	7	7	7	7	7	7	7	7	7	7	7	PP			7	7	7	7	٦ -	7	7	7
2018 214-614-573 2018 214-614-574	2018 214-614-445 2018 214-614-445 2018 214-614-330	2018 214-614-445	2018 214-614-450	2018 214-614-321	2018 214-614-321	2018 214-614-321	2018 214-614-321	2018 214-614-430	2018 214-614-445	2018 214-614-376	2018 214-614-376	2018 214-614-376	2018 214-614-376	ACCOUNT#	ROAD & BRIDGE		2018 213-613-435	2018 213-613-435	2018 213-613-376	2018 213-613-376	2018 213-613-206	2018 213-613-453	2018 213-613-453	2018 213-613-430
CAPITAL LEASE IN	REPAIRS & MAINTE REPAIRS & MAINTE IANITORIAI SUPPL	REPAIRS & MAINTE	MAINT CONTRACT	MAINTENANCE SUPP	MAINTENANCE SUPP	MAINTENANCE SUPP	MAINTENANCE SUPP	UTILITIES	REPAIRS & MAINTE	ROAD MATERIAL	ROAD MATERIAL	ROAD MATERIAL	ROAD MATERIAL	ACCOUNT NAME	#4		TELEPHONE	TELEPHONE	ROAD MATERIAL	ROAD MATERIAL	WORKERS COMPENSA	HAULING	HAULING	UTILITIES
4/4/2018	4/3/2018 4/3/2018 4/4/2018	4/3/2018	4/3/2018 4/3/2018	4/3/2018	4/3/2018	4/4/2018	4/4/2018	4/4/2018	4/3/2018	4/3/2018	4/3/2018	4/3/2018	4/3/2018	VP DATE			4/5/2018	4/3/2018	4/3/2018	4/3/2018	4/4/2018	4/3/2018	4/3/2018	4/5/2018
-	4/9/2018 4/9/2018 4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	DATE TBP			4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018
	306232 306232 305149		306232	305148	305148	305147	305147		305146	305157	305157	305157	305157	PO NO			l		305134	305134		305174	305174	
3,990.84 70.13	990.36 975.00 58.34	156.00	41.13 116.26	17.75	68.78	18.94	84.76	87.93	100.00	270.33	798.95	275.06	1,207.60	AMOUNT		11,601.27	120.92	111.51	9,022.07	(9,022.07)	1,762.02	1,726,30	3,537.40	89.45

	AT&TSERVICES INC. THEDFORD OFFICE SUPP THEDFORD OFFICE SUPP THEDFORD OFFICE SUPP THEDFORD OFFICE SUPP XEROX CORP - TXMAS XEROX CORP - TXMAS XEROX CORP - TXMAS	VENDOR NAME	ID4/06/2018 08:50:20	TEXAS ASSOC OF COUNT	VENDOR NAME	©04/06/2018 08:50:20	TEXAS BIT TEXAS BIT	TEXAS ASSOC OF COUNT	T BAR D TRUCKING	T BAR D TRUCKING	PROSPERITY BANK #107	PROSPERITY BANK #107
	7777777	PР		7	PP		7	7	7	7	7	7
	2018 232-455-435 2018 232-459-320 2018 232-459-320 2018 232-459-320 2018 232-459-320 2018 232-455-440 2018 232-455-310 2018 232-455-310 2018 232-455-310	ACCOUNT#	JUSTICE COURT TECHNOLOGY	2018 231-410-206	ACCOUNT#	COURTHOUSE SECURITY	2018 214-614-376 2018 214-614-376	2018 214-614-206	2018 214-614-453	2018 214-614-453	2018 214-614-574	2018 214-614-573
	TELEPHONE OPERATING EQUIPM OPERATING EQUIPM OPERATING EQUIPM OPERATING EQUIPM COPIER RENTAL OFFICE SUPPLIES OFFICE SUPPLIES COPIER RENTAL	ACCOUNT NAME	HNOLOGY	WORKERS COMPENSA 4/4/2018 4/9/2018	ACCOUNT NAME	RITY	ROAD MATERIAL ROAD MATERIAL	WORKERS COMPENSA	HAULING	HAULING	CAPITAL LEASE IN	CAPITAL LEASE PR
	4/3/2018 4/3/2018 4/3/2018 4/3/2018 4/3/2018 4/3/2018 4/3/2018 4/3/2018 4/5/2018	VP DATE		4/4/2018	VP DATE		4/3/2018 4/3/2018	4/4/2018 4/3/2018	4/3/2018	4/3/2018	4/4/2018	4/4/2018
	4/9/2018 4/9/2018 4/9/2018 4/9/2018 4/9/2018 4/9/2018 4/9/2018 4/9/2018 4/9/2018	DATE TBP PO NO		4/9/2018	DATE TBP PO NO		4/9/2018 4/9/2018	4/9/2018 4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018
:	305920 305920 305770 305770	PONO			PO NO	I	305161 305161	305161	305175	305175	306174	
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	206.05 81.50 140.00 136.00 100.00 110.12 6.09 18.50 110.12	AMOUNT	178.70	178.70	AMOUNT	29,270.64	658.16 1,583.84	1,762.01 1,152.92	9,084.41	513.26	625.50	3,812.38

204/06/2018 08:50:20

CC ARCHIVE FUND

908.38

												20	0		
LANCE SUMPTER LGC PLUMBING INC	JOSHUA B. GRADICK JOSHUA B. GRADICK	JEFFREY L LLOYD JOSHUA B. GRADICK	JANITOR'S WORLD	GEXA ENERGY - DALLAS	FREDDIE WELLS	EMERGENCY CARE TECHN	DANNIE PATRICK CAUBL	VENDOR NAME	©04/06/2018 08:50:20	TEXAS ASSOC OF COUNT	VENDOR NAME	№4/06/2018 08:50:20	CONDUENT GOVERNEMENT	VENDOR NAME	
4 4	4 4	4 4	4	4 4	4	4	4	РP		7	РР		7	PP	
2018 319-515-428 2018 319-516-418	2018 319-520-428 2018 319-520-428	2018 319-520-428 2018 319-520-428	2018 319-516-310	2018 319-516-418	2018 319-520-428	2018 319-516-310	2018 319-520-411	ACCOUNT#	нірта	2018 242-410-206	ACCOUNT#	COURTHOUSE RESTORATION	2018 235-403-420	ACCOUNT#	
TRAVEL FACILITIES	TRAVEL TRAVEL	TRAVEL	SUPPLIES	FACILITIES	TRAVEL	SUPPLIES	SERVICES	ACCOUNT NAME	HIDTA FUND - 319	WORKERS COMPENSA	ACCOUNT NAME	ORATION	DOCUMENT PRESERV	ACCOUNT NAME	
4/4/2018 4/5/2018	4/4/2018	4/4/2018 4/4/2018	4/5/2018	4/3/2018	4/4/2018	4/4/2018	4/4/2018	VP DATE		4/4/2018	VP DATE		4/3/2018	VP DATE	
4/9/2018 4/9/2018	4/9/2018	4/9/2018 4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	DATE TBP PO NO		4/9/2018	DATE TBP PO NO		4/9/2018	DATE TBP PO NO	
306250			306206			306025		PO NO		1	PO NO		I	PONO	
290.37 371.25	964.20 517.50	1,117.56	2,037.89 742.12	1,358.72	1,193.73	159.95	2,671.53	AMOUNT	178.70	178.70	AMOUNT	4,325.00	4,325.00	AMOUNT	

TEXAS ASSOC OF COUNT TEXAS ASSOC OF COUNT TEXAS ASSOC OF COUNT	TARRANT COUNTY TEXAS ASSOC OF COUNT	SUDDENLINK SUMPTER SERVICES LLC	OMNI PROFESSIONAL SE RUTH ASTON	OFFICE DEPOT INC-TXM	OFFICE DEPOT INC-TXM	OFFICE DEPOT INC-TXM	OFFICE DEPOT INC-TXM	IRVING POLICE DEPT	DALLAS COUNTY SHERIF	CITY OF RICHARDSON P	CITY OF RICHARDSON P	CITY OF ARLINGTON	VENDOR NAME	©04/06/2018 08:50:20	XEROX CORP - TXMAS	TEXAS ASSOC OF COUNT	REPUBLIC SERVICES #7	PATRICIA MORA	MYCHRONTOM LLC	LGC PLUMBING INC
4 4 4	4 4	4 4	4 4	4 4	4 4	4 4	. 4	4	4	4	4	4	PΡ		4	44	4	4	4	4
2018 320-515-206 2018 320-516-206 2018 320-517-206	2018 320-523-120 2018 320-533-206	2018 320-521-411	2018 320-516-412 2018 320-531-412	2018 320-521-310	2018 320-521-310	2018 320-522-310	2018 320-522-310	2018 320-526-120	2018 320-526-120	2018 320-526-120	2018 320-526-120	2018 320-523-120	ACCOUNT#	FUND	2018 319-516-411	2018 319-515-428	2018 319-516-418	2018 319-520-428	2018 319-537-412	2018 319-516-418
WORKERS COMPENSA WORKERS COMPENSA	OVERTIME WORKERS COMPENSA	SERVICES CONTRACT SERVICE	CONTRACT SERVICE SERVICES	SUPPLIES SUPPLIES	SUPPLIES	SUPPLIES	SUPPLIES	OVERTIME	OVERTIME	OVERTIME	OVERTIME	OVERTIME	ACCOUNT NAME	FUND 320 - HIDTA	SERVICES	WORKERS COMP	FACILITIES	TRAVEL	SERVICES	FACILITIES
4/4/2018 4/4/2018 4/4/2018	4/4/2018 4/4/2018	4/4/2018	4/4/2018 4/4/2018	4/4/2018 4/4/2018	4/4/2018	4/4/2018	4/4/2018	4/4/2018	4/4/2018	4/4/2018	4/4/2018	4/4/2018	VP DATE		4/4/2018	4/4/2018	4/5/2018	4/4/2018	4/4/2018	4/5/2018
4/9/2018 4/9/2018 4/9/2018	4/9/2018 4/9/2018	4/9/2018	4/9/2018 4/9/2018	4/9/2018 4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	DATE TBP PO NO		4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018	4/9/2018
				306166 306166	306167 306166	306167	306167						PO NO	1					00200	306250
138.91 68.67 269.67	6,550.97 545.82 31.67	372.84	4,057.21	98.06 98.06	39.99 137.64	299.98	7.39	2,868.10	463.48	895.47	1,191.92	129.56	AMOUNT	17,014.58	224.76	183.45	262.61	1,208.26	3.232.09	91 27

**Total Payables** 

402,090.98

		TEXAS DEPT OF PUBLIC			
		4	4	4	4
		2018 320-522-120	2018 320-522-120	2018 320-522-120	2018 320-522-120
		OVERTIME	OVERTIME	OVERTIME	OVERTIME
		4/4/2018	4/4/2018	4/4/2018	4/4/2018
	I S	4/9/2018	4/9/2018	4/9/2018	4/9/2018
29 939 60		1,635.11	2,289.19	981.07	1,962.15

333

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### **CELLULAR PHONE ALLOWANCE AUTHORIZATION**

NAME: Gréta Jordan
DEPARTMENT: JP 1
JUSTIFICATION FOR ALLOWANCE:
DATE APPROVED/DECLINED IN COURT:
EFFECTIVE DATE: April 1,2018
AMOUNT: 85° per mo.
ADD REMOVE CHANGE
By signing this form, the employee understands that they will be required to provide proof of billing for cellular telephone service in their name on a periodic basis, as deemed necessary by Navarro County.
SIGNATURES:
EMPLOYEE: DATE: 3/28/18
DEPARTMENT HEAD: BATE:



### NAVARRO COUNTY OFFICE OF PLANNING & DEVELOPMENT

Stanley Young - Director



Osha Joles - Addressing Manager Scott Wiley - Environmental Services

www.co.navarro.tx.

### PLANNING AND ZONING COMMISSION MINUTES

March 1<sup>st</sup>, 2018

5:00 P.M.

### Item #1. The roll was called and the attendance was as follows:

Chairman Jacobson -	- present	Vice Chairman Schoppert –	present
John Smith -	absent	Mike Frankos –	present
Carroll Sigman -	present	Bryan Roach -	present
Vicki Farmer -	absent	Jeff Smith -	present
Clay Jackson –	absent	Kenneth Guard -	present
Kit Herrington -	present	Caleb Jackson –	absent
Julie Humphries -	absent	Phil Seely -	absent

Item #2 on the agenda was consideration of approving the minutes of the January 4<sup>th</sup>, 2018 Planning and Zoning meeting.

Motion to approve by Commissioner Carroll Sigman, second by Commissioner Kenneth Guard, all voted aye.

Item #3 on the agenda was consideration of approving a re-plat of Creekside Landing, combining Lots 1, 2, 3 & 5 for Tammy and Tommy Cantrell.

Motion to approve by Commissioner Jeff Smith, second by Commissioner Carroll Sigman, all voted aye.

Item #4 on the agenda was consideration of approving a re-plat Arrowhead, Phase 1, combining Lots 54 & 55 for Michael Rigdon.

Motion to approve by Commissioner Kit Herrington, second by Commissioner Stuart Schoppert, all voted aye.

Item #5 on the agenda was consideration of approving a re-plat of The Shores, Phase 1, combining Lots 250 & 251-A for Daniel and Traci Whitmer.

Motion to approve by Commissioner Kenneth Guard, second by Commissioner Jeff Smith, all voted aye. Mike Frankos abstained from voting.

Item #6 on the agenda was consideration of approving a re-plat of Pelican Isle, Block 2, combining Lots 22 & 23 for Chris Eadler.

Motion to approve by Commissioner Carroll Sigman, second by Commissioner Kit Herrington, all voted aye.

Item #7 on the agenda was the Chairman's report.

Chairman Jacobson addressed the Planning and Zoning Commissioners on consideration of the regulation of Commercial Deer hunting within the Lakeshore Area Zoning Ordinance 5,000ft Jurisdiction.

The Planning & Zoning Commissioners decision was to appoint Vice Chairman Stuart Schoppert to form a committee of stake holders to analyze the issue to come up with suggestions and/or recommendation and report their findings back to the P&Z Commission.

Adjourn.

I, MIKE DOWD, NAVARRO COUNTY TAX ASSESSOR/COLLECTOR, DO HEREBY SWEAR UNDER OATH, THAT THE ATTACHED REPORT IS A TRUE AND CORRECT REPORT.

TOTAL PAGES INCLUDING COVER SHEET\_6\_

DESCRIPTION	TAXES	DISCOUNT	PENALIY &	SUBTOTAL	FEE	PENALTY CAD%	DUE	ATTY FEES	COLLECTED
NAVARRO CO REVOLVING&CLEARING	G&CLEARING								
CURRENT	341,541.62	0.00	27,606.13	369,147.75	0.00	23.23	369,124.52	2,188.52	\$19,739,899.77
DELINQUENT	55,328.37	0.00	20,126.13	75,454.50	0.00	1.07	75,453,43	13,654.49	
TOTAL	\$396,869.99	<b>\$</b> 0.00	\$47,732.26	\$444,602.25	\$0.00	24,30	\$444,577.95	\$15,843.01	1.73%
NAVARRO COLLEGE									
CURRENT	68,755.22	0.00	5,498.67	74,253.89	0.00	4,49	74,249.40	425.15	\$3,942,804.42
DELINQUENT	10,677.90	0.00	3,895.83	14,573,73	0.00	0.20	14,573.53	2,605,46	
TOTAL	\$79,433.12	\$0.00	\$9,394.50	\$88,827.62	\$0.00	4.69	\$88,822.93	\$3,030.61	1.74%
CITY OF RICE									
CURRENT	13,602.42	0.00	1,205.94	14,808.36	0.00	0.36	14,808.00	13.13	\$227,731.95
DELINQUENT	423,48	0.00	109.66	533.14	0.00	0.00	533.14	106.62	
TOTAL	\$14,025,90	\$0.00	\$1,315.60	\$15,341,50	\$0.00	0.36	\$15,341.14	\$119,75	5,97%
CITY OF KERENS									
CURRENT	10,264.54	0,00	843.50	11,108,04	0.00	0.54	11,107.50	61,81	\$303,313.57
DELINQUENT	1,316.82	0.00	374.05	1,690.87	0.00	0.00	1,690.87	336.60	
TOTAL	\$11,581,36	\$0.00	\$1,217.55	\$12,798.91	\$0.00	0.54	\$12,798.37	\$398.41	3.38%
CITY OF CORSICANA									
CURRENT	133,041.91	0,00	10,126.42	143,168,33	0,00	21.65	143,146.68	1,699.02	\$8,709,458.54
DELINQUENT	36,651,58	0,00	13,505.26	50,156.84	0.00	1,01	50,155.83	8,942.80	
TOTAL	\$169,693,49	\$0,00	\$23,631,68	\$193,325,17	\$0.00	22,66	\$193,302.51	\$10,641.82	1.53%
CITY OF BARRY									
CURRENT	592.96	0.00	50,13	643.09	0.00	0.00	643.09	0.00	\$21,217.12
DELINQUENT	78.88	0.00	20.50	99,38	0.00	0.00	99,38	19.88	
TOTAL	\$671.84	\$0.00	\$70.63	\$742.47	\$0.00	0.00	\$742,47	\$19.88	2.79%

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION	RENDITION PENALTY CAD%	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT LEVY COLLECTED
CITY OF EMHOUSE									
CURRENT	601.08	0.00	44,38	645.46	0.00	0.00	645,46	0.00	\$10,066.66
DELINQUENT	1,283.46	0.00	714,58	1,998.04	0.00	0.00	1,998.04	120.38	
TOTAL	\$1,884.54	\$0.00	\$758.96	\$2,643.50	\$0,00	0.00	\$2,643.50	\$120.38	5.97%
CITY OF RICHLAND		2							
CURRENT	680.19	0.00	55.51	735.70	0.00	0.00	735.70	22.76	\$19,741.74
DELINQUENT	104.74	0.00	27.23	131,97	0.00	0.00	131,97	26.39	
TOTAL	\$784.93	\$0.00	\$82.74	\$867.67	\$0.00	0.00	\$867.67	\$49.15	3.45%
CITY OF GOODLOW									
CURRENT	126,19	0.00	10.77	136.96	0.00	0.00	136.96	0.00	\$4,265.57
DELINQUENT	23.02	0.00	5.84	28.86	0.00	0.00	28,86	5.78	
TOTAL	\$149.21	\$0.00	\$16.61	\$165.82	\$0.00	0.00	\$165,82	\$5,78	2.96%
CITY OF FROST									
CURRENT	2,313,97	0.00	194,97	2,508.94	0.00	0.00	2,508.94	0.00	\$91,122.91
DELINQUENT	33.82	0.00	20.69	54.51	0.00	0.00	54.51	10.89	
TOTAL	\$2,347.79	\$0.00	\$215.66	\$2,563,45	\$0.00	0.00	\$2,563.45	\$10.89	2.54%
CITY OF DAWSON									
CURRENT	2,706.57	0.00	222,51	2,929.08	0.00	0.15	2,928.93	0.00	\$95,041.29
DELINQUENT	138.47	0.00	39.61	178,08	0.00	0.00	178.08	35.62	
TATOT	\$2,845,04	\$0,00	\$262,12	\$3,107,16	\$0.00	0.15	\$3,107.01	\$35.62	2.85%
CITY OF BLG GROVE									
CURRENT	2,312,63	0.00	205.71	2,518.34	0,00	0.00	2,518.34	0.35	\$117,076.55
DELINQUENT	118,58	0.00	30.33	148.91	0.00	0.00	148.91	29.77	
TATOT	\$2,431.21	\$0.00	\$236.04	\$2,667.25	\$0.00	0.00	\$2,667.25	\$30,12	1.98%

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DESCRIPTION	TAXES	DISCOUNT	INTEREST	SUBTOTAL	म्हर	CAD%	DUE	ATTY FEES	COLLECTED
NAVARRO COUNTY EMERGENCY	MERGENCY								
CURRENT	2,592.37	0,00	205.36	2,797.73	64.32	0.06	2,733.35	9,89	\$148,432.99
DELINQUENT	393.57	0.00	126.57	520.14	33.62	0.00	486,52	102.54	
TOTAL	\$2,985.94	\$0,00	\$331.93	\$3,317.87	\$97.94	0.06	\$3,219.87	\$112,43	1.75%
BLOOMING GROVE ISD	D								
CURRENT	48,018,36	0.00	4,208.09	52,226.45	0.00	0.00	52,226.45	51.95	\$2,120,359.71
DELINQUENT	2,731.80	0,00	1,556.12	4,287.92	0.00	0.00	4,287.92	638.30	
TOTAL	\$50,750.16	\$0,00	\$5,764.21	\$56,514,37	\$0.00	0.00	\$56,514.37	\$690.25	2.26%
CORSICANA ISD				- 1					
CURRENT	304,433.82	0.00	24,454.87	328,888.69	0.00	47.81	328,840.88	4,134.41	\$21,289,102.94
DELINQUENT	79,526.55	0.00	28,634.35	108,160.90	0.00	2.33	108,158.57	20,528.91	
TOTAL	\$383,960.37	\$0.00	\$53,089.22	\$437,049.59	\$0.00	50.14	\$436,999.45	\$24,663.32	1.43%
DAWSON ISD									
CURRENT	36,185.52	0.00	3,039.33	39,224.85	0.00	0.45	39,224.40	7.58	\$1,926,795.82
DELINQUENT	1,841.53	0.00	571,14	2,412.67	0.00	0.00	2,412.67	477.97	
TOTAL	\$38,027.05	\$0.00	\$3,610.47	\$41,637.52	\$0.00	0.45	\$41,637.07	\$485.55	1.88%
KERENS ISD									
CURRENT	56,314.56	0.00	4,557.47	60,872.03	0.00	1.65	60,870.38	226.07	\$3,717,374.21
DELINQUENT	7,953.96	0.00	2,592.09	10,546.05	0.00	0.00	10,546.05	2,106,90	
TOTAL	\$64,268.52	\$0.00	\$7,149.56	\$71,418.08	\$0.00	1.65	\$71,416.43	\$2,332.97	1.51%
RICE ISD									
CURRENT	59,862.49	0.00	5,347.44	65,209.93	0.00	0.99	65,208.94	35.66	\$2,077,188.65
DELINQUENT	1,857.32	0.00	489.87	2,347.19	0.00	0.00	2,347.19	458.80	
TOTAL	\$61,719.81	\$0.00	\$5,837,31	\$67,557.12	\$0.00	0.99	\$67,556.13	\$494.46	2.88%

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION	RENDITION PENALTY CAD%	NET TAXES	MEMO ONLY	% CURRENT LEVY
MILDRED ISD									COLLECTED
CURRENT	84,920.99	0,00	6,808.01	91,729.00	0.00	0.00	91 779 (1)		95 775 DEC 40
DELINQUENT	(109.02)	0,00	316,74	207.72	0.00	0.00	207 77	160.67	40,400,000,40
TOTAL	\$84,811.97	\$0.00	\$7,124.75	\$91,936.72	\$0.00	9 99	\$91 936 77	\$160.67	
FROSTISD						0.00		3107,07	1.015a
CURRENT	14,890.25	0.00	1,306,24	16 196 49	0.00	0 00	16 106 40		בר מגד דחו. ופ
DELINQUENT	3,703.37	0.00	1,174,46	4,877.83	0.00	0.00	4.877.83	975 58	₩ 1, TO 1, 1 OO. ₩ O
TOTAL	\$18,593.62	\$0.00	\$2,480.70	\$21,074,32	\$0.00	0.00	\$21,074.32	\$1 115.77	1 0000
RENDITION PENALTY									0.000
CURRENT	0,00	0.00	0.00	0.00	0.00	(101.38)	101.38	0.00	
DELINQUENT	0.00	0,00	0.00	0.00	0.00	(4.61)	4,61	0,00	
TOTAL	\$0.00	\$0,00	\$0.00	\$0.00	\$0.00	(105.99)	\$105,99	\$0.00	
GRAND TOTAL:	\$1,387,835.86	\$0.00	\$170,322.50	\$1,558,158.36	\$97.94	\$0,00	\$1,558,060.42	\$60,369,84	
MENO:						YR-TO-DATE % C	YR-TO-DATE % CURRENT COLLECTED		
NAVARRO COUNTY GENERAL	ERAL	99	\$940.00 V2-N	2 - NAVARRO CO REVOLVING&CLEARING	ING&CLEARING	92.98%	13 - CITY OF RICHLAND	Ď	84.08%
FUND				3/ NAVARRO COLLEGE		92.87%	14 - CITY OF GOODLOW	W	67.71%
TAX CERTIFICATE		\$1,0	\$1,010,00 4-R	4 - ROAD AND BRIDGE		92.98%	15 - CITY OF FROST		87.00°
REVERSE PAYMENT NSF FEE	HH	5	\$30.00 \$-C	6-CITY OF RICE		93,09%	16 - CITY OF DAWSON		88.62%
			7-N	7 - NAV FLOOD CONTROL		93.09%	17 - CITY OF BLG GROVE	VE	91,40%
		1		8 - CITY OF KERENS		86.94%	20 - NAVARRO COUNTY EMERGENCY	Y EMERGENCY	91.56%
	`	0		10 - CITY OF CORSICANA		93.88%	21 - HENDERSON COUNTY LEVEE	NTY LEVEE	95.07%
		1	,	11 - CITY OF BARRY		90,93%	30 - BLOOMING GROVE ISD	E ISD	92,40%
	_	く、くつ。		12 - CITY OF EMIJOUSE		86 400	31 - CORSICANA ISD		

Navarro County Tax Office Prepared by JOWENTL on 04/05/2018 13:05:59 ACTGL\_END\_OF\_PERIOD121000000.rdf ver. 1.10

DESCRIPTION

# NAVARRO COUNTY, TEXAS ADVALOREM TAXES COLLECTED DURING THE MONTH ENDING MARCH 31, 2018

						TAXES
						DISCOUNT
36.	35	34	33.	32		PENALTY & INTEREST
36 - FROST ISD	35 - MILDRED ISD	34 - RICE ISD	33 - KERENS ISD	32 - DAWSON ISD		AVLOARIOS
						COLLECTION
94.04%	94.30%	89.20%	92.00%	92 83%	YR-TO-DATE %	RENDITION PENALTY CAD%
					YR-TO-DATE % CURRENT COLLECTED	NET TAXES DUE
						MEMO ONLY

% CURRENT LEVY COLLECTED

94.04%

\$15,843.01	\$444,577.95	\$24,30	\$0.00	\$444,602.25	\$47,732.26	\$396,869.99	TOTAL
225,34	6,312,70	0.33	0.00	6,313,03	677.33	5,635,70	THE PROPERTY OF THE PROPERTY O
2,698.87	75,637.13	4.18	0.00	75,641.31	8,122.81	67,518.50	NAV ELOOD CONTROL
12,918,80	362,628,12	19.79	0.00	362,647.91	38,932,12	323,715.79	NAVARRO CO REVOLVING&CLEARING
\$13,654,49	\$75,453,43	\$1,07	\$0.00	\$75,454.50	\$20,126.13	\$55,328,37	JOINE
\$194.06	\$1,070.24	\$0.02	\$0.00	\$1,070.26	\$285,71	3/84.55	TOTAL
\$2,325.01	\$12,807.03	\$0.18	\$0.00	\$12,807.21	\$3,412.94	\$9,394.27	NAV FLOOD CONTROL
\$11,135,42	\$61,576.16	\$0.87	\$0.00	\$61,577.03	\$16,427,48	\$45,149.55	NAVARRO CO REVOLVING&CLEARING
							DELINQUENT TAXES
\$2,188.52	\$369,124.52	\$23.23	\$0.00	\$369,147.75	\$27,606.13	\$341,541.62	TOTAL
\$31.28	\$5,242,46	\$0.31	\$0.00	\$5,242.77	\$391.62	\$4,851.15	WORLD CONTROL
\$373.86	\$62,830.10	\$4.00	\$0.00	\$62,834.10	\$4,709.87	\$58,124.23	NAVELOOD CONTROL
\$1,783.38	\$301,051.96	\$18.92	\$0.00	\$301,070.88	\$22,504.64	\$278,566.24	NAVARRO CO REVOLVING&CLEARING
							CURRENT TAXES
MEMO ONLY ATTORNEY FEES	NET TAXES DUE	RENDITION PENALTY CAD %	COLLECTION	SUBTOTAL	PENALTY & INTEREST	TAXES	

### AGREEMENT FOR LICENSE ADJACENT TO OR CROSSING COUNTY ROADS

### STATE OF TEXAS §

### **COUNTY OF NAVARRO §**

### KNOW ALL MEN BY THESE PRESENTS:

<u>Grand Prix Pipeline LLC.</u> **Owner** of a (pipeline, utility line, gas or sewer line) hereby contracts and covenants with **Navarro County** ("the County") as follows:

I. <u>Grand Prix Pipeline LLC</u>, desires to construct and maintain a pipeline, utility line. or gas or sewer line in Navarro County, Texas and it is necessary to cross certain county road(s) <u>SW CR 2080</u> located in Precinct #4, more fully described on the map attached hereto as Exhibit A and incorporated herein by reference. The license granted herein shall extend 5 feet on either side of the pipeline as it crosses the county road.

II. In consideration for **the County** granting permission through the issuance of a permit to lay a pipeline, utility line, or gas or sewer line adjacent to or crossing said county roads above described in Navarro County, Texas, the **Owner** hereby warrants, agrees and covenants that any crossing shall be constructed as follows:

All county road crossings shall be bored unless a variance is granted by Navarro County Commissioners Court, and lines underneath such roads shall be cased or otherwise constructed to provide maximum protection against damage or leaks. Owner may not block the county road during construction and must provide for at least one lane of traffic. The points where the pipeline crosses the road shall be clearly marked and the line shall be placed at a depth of no less than 6 (six) feet underneath the lowest part of the **County**'s bar ditches and/or road surfaces.

Type of Pipeline: LNG: 30" O.D. API 5L X70 PSL2 DSAW steel w/ .562" W.T.

The transport route (beginning and end): See attached map

(A detailed construction plan must be submitted with application)

Pipelines which run adjacent to a county road and which are within a county road easement shall be placed at a depth of no less than six (6) feet underneath the lowest part of the **County's** bar ditches and/or road surfaces.

The pipeline shall be constructed in a safe and prudent manner and shall consist of only acceptable commercial pipeline materials. The **Owner** shall be responsible for maintaining the pipeline and the license area. In the event the pipeline is ever abandoned or ceases be used for more than 6 consecutive months, this license shall terminate and revert to the **County**. In addition, if the pipeline is ever abandoned or ceases to be used for more than 6 consecutive months, the **Owner** shall, at the **County**'s request, remove the pipeline from the license area and restore the property to its original condition.

### SEE ATTACHMENT "A" IF THIS IS FOR A PETROLEUM PIPELINE.

III. In consideration of the granting of this license (pipeline, utility line, gas or sewer Line) adjacent to or across the **County's** roads, the **Owner** warrants and covenants that any damages which may be caused to County or adjacent property as a result of the construction, maintenance or operation of a pipeline shall be the sole responsibility of the **Owner** and the **Owner** warrants and covenants that the area where the construction takes place shall be repaired and put back in the same condition as it originally was before such construction took place.

IV. The **County** and **Owner** hereby covenant and agree that for each violation of this License agreement, **Owner** shall pay to **the County** liquidated damages in the amount of One Thousand Dollars (\$1,000.00) per day, per violation, until such violation have been corrected and the County's requirements complied with. Such compliance shall be determined by the reasonable discretion of the County Commissioner in whose precinct the work occurs.

Notwithstanding the foregoing, no liquidated damages shall be owed unless Owner fails to commence diligent efforts to cure any alleged violation within three business days after receipt of notice from the County of such violation. In the event of inclement weather, **Owner** agrees to

cease pipeline construction activities on any road so as to not render the road impassable.

Construction activities may resume on the road as soon as the road conditions are favorable.

V. Owner, at its own expense, shall maintain a general liability insurance policy in an amount sufficient to insure against loss or damages caused by the construction, maintenance and operation of the pipeline. The general liability insurance requirement may be met by a combination of self-insurance, primary and excess insurance policies. Owner shall also, at its own expense, carry worker's compensation insurance as required by law.

VI. Owner, its successors and assigns agree to release, defend, indemnify, and hold harmless the County its respective commissioners, agents and employees (collectively, the "Indemnified Parties"), from any and all costs, losses, claims, judgments, settlements, and damages of every kind and character to real property, personal property or persons (including, without limitation, claims involving environmental laws and regulations, pollution, contamination of ground waters, personal injury and death), lawsuits and/or causes of action (including reasonable attorneys' fees, expert fees and court costs) (collectively "Claims"), which may grow out of, arise from, or in any manner be connected with the activities of Owner's agents, invitees, guests, contractors, servants and employees, on the license area, or any adjacent property, including, without limitation, any Claims arising from loss of subsurface support of any County road and any Claims arising from the production or transportation of materials through any pipeline. For purposes of this license, environmental laws and regulations include, without limitation, the federal Oil Pollution Act (OPA), the federal Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the federal Resource Conservation and Recovery Act (RCRA), the federal Clean Water Act, the Texas Solid Waste Disposal Act.

(TSWDA), the Texas Water Code (TWC), and the federal, state and local rules, regulations, ordinances, orders and governmental directives implementing such statutes.

As used in this license, the term "Hazardous Materials" means any substance or material defined or identified as hazardous, extra-hazardous, toxic or radioactive or subject to regulation as a solid waste or pollutant under any applicable federal, state, or local statute or regulation including, without limitation, the environmental laws and regulations referenced herein. "Remedial Work" is defined as any site investigation or monitoring, any cleanup, containment, remediation, removal, or restoration work performed in response to any federal. state or local government authority or private party action ("action"), or pursuant to any federal, state or local statute, rule, regulation, ordinance, order, governmental directive or other laws ("law"). Owner agrees, for the benefit of the County and any adjacent surface owner, (1) to remove from the license area, if, as and when required by any action or law, any Hazardous Materials placed or released thereon by **Owner** (including its contractors), (2) to perform Remedial Work where the need therefore arises in connection with **Owner's** (including its contractors) operations or activities on the license area or any adjacent property, and (3) to comply in all respects with all laws governing operations by **Owner** (including its contractors) and Remedial Work on or associated with the license area and any adjacent property. Remedial Work shall be performed by one or more contractors selected by **Owner** under the supervision of an engineer selected by **Owner**. All costs and expenses of Remedial Work resulting from Owner's (including its drillers' and other contactors') operations shall be paid by Owner. including, without limitation, the charges of such contractors and/or the consulting engineer and the County's reasonable attorneys' fees and costs incurred in connection with the monitoring or review of Remedial Work. If Owner shall fail to timely commence or cause to be commenced,

or fail to diligently prosecute to completion, such Remedial Work, the County may (but shall not be required to), after first giving Owner thirty (30) days notice of its failure and Owner's continued failure to perform, cause such Remedial Work to be performed and Owner will reimburse all reasonable costs of same on demand. The provisions of this Article shall not constitute approval or obligate The County or the surface owner to consent to the imposition of any engineering or institutional control that would restrict or limit future use of the License area for any purpose including, without limitation, any deed restriction or limitation on the use of groundwater or use of the property for residential purposes. Owner will notify the County and surface owner of any claim or other action by any governmental agency or any third party involving the actual or alleged existence of Hazardous Materials on the License area or any adjoining property and provide the County and surface owner with copies of (1) any notice of any actual or threatened release of Hazardous Materials given by Owner pursuant to any law and (2) any report of and response to any such release including all Remedial Work. Owner, its successors and assigns, in accordance with the provisions of Article 8, will release, indemnify. pay and protect, defend and save the Indemnified Parties harmless from all claims, liabilities, fees and expenses of any kind (including reasonable attorneys' fees, expert fees and costs) that arise from the actual or alleged presence or release of any Hazardous Materials in connection with the operations of Owner and Owner's agents, invitees, guests, contractors, servants and employees on the License area or any adjacent property. Such indemnification shall include. without limitation, costs in connection with any Remedial Work performed by the County, surface owner, or any third party in response to any federal, state or governmental authority, laws or regulations, due and payable upon demand by the County or adjacent surface owner. Owner's obligations herein shall survive the termination of this License.

VII. This Agreement shall be binding upon and inure to the benefit of the parties and

their respective heirs, executors, administrators, legal representatives, successors, and assigns.

This Agreement shall be construed under and in accordance with the laws of the

State of Texas, and all obligations of the parties created by this Agreement are performable in

Navarro County, Texas.

IX. In case any one or more of the provisions contained in this Agreement shall for

any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity.

illegality, or unenforceability shall not affect any other provision of the Agreement, and this

Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been

contained in the Agreement.

X. The rights and remedies provided by this Agreement are cumulative, and the use

of any one right or remedy by either party shall not preclude or waive its right to use any or all

other remedies. The rights and remedies provided in this Agreement are given in addition to any

other rights the parties may have by law, statute, ordinance, or otherwise.

EXECUTED this day of

**OWNER** 

Norman L. Winter, Vice President of Land & Right of Way

Company Name: Grand Prix Pipeline, LLC

Address: 811 Louisiana Street, Ste. 2100, Houston, TX. 77002

Phone Number: 713-584-1559

NAVARRO CO

By: Ame Observation of Precinct 4		
Before me the undersigned notary public on this the day of Navarro County, and day of Navarro County, who being sworn upon their oath affirmed that they executed the foregoing License for the purposes and consideration set forth herein.		
KIM SOUTHARD  Notary ID # 11751507  My Commission Expires  December 22, 2020	Notary Public, State of Texas  Printed Name	
	Commission Expires	
Before me the undersigned notary public on this the Haday of February, 2018, appeared Norman L. where, who is an authorized representative of Grand Prix Pipeline, who is an authorized representative of Grand Prix Pipeline, who is an authorized that he is authorized by Owner to sign this License and that he executed the foregoing License for the purposes and consideration set forth herein.		
	Notary Public, State of Texas	
(seal)  MICHELLE L. STELLY  My Notary ID # 11505873  Expires March 29, 2021	Printed Name  03-29-2021  Commission Expires	

# AGREEMENT FOR LICENSE ADJACENT TO OR CROSSING COUNTY ROADS

## **COUNTY OF NAVARRO §**

STATE OF TEXAS §

## KNOW ALL MEN BY THESE PRESENTS:

Grand Prix Pipeline LLC, Owner of a (pipeline, utility line, gas or sewer line) hereby contracts and covenants with Navarro County ("the County") as follows:

I. <u>Grand Prix Pipeline LLC</u>, desires to construct and maintain a pipeline, utility line, or gas or sewer line in Navarro County, Texas and it is necessary to cross certain county road(s) <u>SW CR 4200</u> located in Precinct #4, more fully described on the map attached hereto as Exhibit A and incorporated herein by reference. The license granted herein shall extend 5 feet on either side of the pipeline as it crosses the county road.

II. In consideration for **the County** granting permission through the issuance of a permit to lay a pipeline, utility line, or gas or sewer line adjacent to or crossing said county roads above described in Navarro County, Texas, the **Owner** hereby warrants, agrees and covenants that any crossing shall be constructed as follows:

All county road crossings shall be bored unless a variance is granted by Navarro County Commissioners Court, and lines underneath such roads shall be cased or otherwise constructed to provide maximum protection against damage or leaks. Owner may not block the county road during construction and must provide for at least one lane of traffic. The points where the pipeline crosses the road shall be clearly marked and the line shall be placed at a depth of no less than 6 (six) feet underneath the lowest part of the **County's** bar ditches and/or road surfaces.

Type of Pipeline: LNG; 30" O.D. API 5L X70 PSL2 DSAW steel w/ .562" W.T.

The transport route (beginning and end): See attached map

(A detailed construction plan must be submitted with application)

Pipelines which run adjacent to a county road and which are within a county road easement shall be placed at a depth of no less than six (6) feet underneath the lowest part of the **County's** bar ditches and/or road surfaces.

The pipeline shall be constructed in a safe and prudent manner and shall consist of only acceptable commercial pipeline materials. The **Owner** shall be responsible for maintaining the pipeline and the license area. In the event the pipeline is ever abandoned or ceases be used for more than 6 consecutive months, this license shall terminate and revert to the **County**. In addition, if the pipeline is ever abandoned or ceases to be used for more than 6 consecutive months, the **Owner** shall, at the **County**'s request, remove the pipeline from the license area and restore the property to its original condition.

#### SEE ATTACHMENT "A" IF THIS IS FOR A PETROLEUM PIPELINE.

III. In consideration of the granting of this license (pipeline, utility line, gas or sewer Line) adjacent to or across the **County's** roads, the **Owner** warrants and covenants that any damages which may be caused to County or adjacent property as a result of the construction, maintenance or operation of a pipeline shall be the sole responsibility of the **Owner** and the **Owner** warrants and covenants that the area where the construction takes place shall be repaired and put back in the same condition as it originally was before such construction took place.

IV. The **County** and **Owner** hereby covenant and agree that for each violation of this License agreement, **Owner** shall pay to **the County** liquidated damages in the amount of One Thousand Dollars (\$1,000.00) per day, per violation, until such violation have been corrected and the County's requirements complied with. Such compliance shall be determined by the reasonable discretion of the County Commissioner in whose precinct the work occurs. Notwithstanding the foregoing, no liquidated damages shall be owed unless Owner fails to commence diligent efforts to cure any alleged violation within three business days after receipt of notice from the County of such violation. In the event of inclement weather, **Owner** agrees to

cease pipeline construction activities on any road so as to not render the road impassable.

Construction activities may resume on the road as soon as the road conditions are favorable.

V. Owner, at its own expense, shall maintain a general liability insurance policy in an amount sufficient to insure against loss or damages caused by the construction, maintenance and operation of the pipeline. The general liability insurance requirement may be met by a combination of self-insurance, primary and excess insurance policies. Owner shall also, at its own expense, carry worker's compensation insurance as required by law.

VI. Owner, its successors and assigns agree to release, defend, indemnify, and hold harmless the County its respective commissioners, agents and employees (collectively, the "Indemnified Parties"), from any and all costs, losses, claims, judgments, settlements, and damages of every kind and character to real property, personal property or persons (including, without limitation, claims involving environmental laws and regulations, pollution, contamination of ground waters, personal injury and death), lawsuits and/or causes of action (including reasonable attorneys' fees, expert fees and court costs) (collectively "Claims"), which may grow out of, arise from, or in any manner be connected with the activities of Owner's agents, invitees, guests, contractors, servants and employees, on the license area, or any adjacent property, including, without limitation, any Claims arising from loss of subsurface support of any County road and any Claims arising from the production or transportation of materials through any pipeline. For purposes of this license, environmental laws and regulations include, without limitation, the federal Oil Pollution Act (OPA), the federal Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the federal Resource Conservation and Recovery Act (RCRA), the federal Clean Water Act, the Texas Solid Waste Disposal Act.

(TSWDA), the Texas Water Code (TWC), and the federal, state and local rules, regulations, ordinances, orders and governmental directives implementing such statutes.

As used in this license, the term "Hazardous Materials" means any substance or material defined or identified as hazardous, extra-hazardous, toxic or radioactive or subject to regulation as a solid waste or pollutant under any applicable federal, state, or local statute or regulation including, without limitation, the environmental laws and regulations referenced herein. "Remedial Work" is defined as any site investigation or monitoring, any cleanup. containment, remediation, removal, or restoration work performed in response to any federal, state or local government authority or private party action ("action"), or pursuant to any federal, state or local statute, rule, regulation, ordinance, order, governmental directive or other laws ("law"). Owner agrees, for the benefit of the County and any adjacent surface owner, (1) to remove from the license area, if, as and when required by any action or law, any Hazardous Materials placed or released thereon by Owner (including its contractors), (2) to perform Remedial Work where the need therefore arises in connection with Owner's (including its contractors) operations or activities on the license area or any adjacent property, and (3) to comply in all respects with all laws governing operations by Owner (including its contractors) and Remedial Work on or associated with the license area and any adjacent property. Remedial Work shall be performed by one or more contractors selected by Owner under the supervision of an engineer selected by Owner. All costs and expenses of Remedial Work resulting from Owner's (including its drillers' and other contactors') operations shall be paid by Owner, including, without limitation, the charges of such contractors and/or the consulting engineer and the County's reasonable attorneys' fees and costs incurred in connection with the monitoring or review of Remedial Work. If Owner shall fail to timely commence or cause to be commenced.

or fail to diligently prosecute to completion, such Remedial Work, the County may (but shall not be required to), after first giving Owner thirty (30) days notice of its failure and Owner's continued failure to perform, cause such Remedial Work to be performed and Owner will reimburse all reasonable costs of same on demand. The provisions of this Article shall not constitute approval or obligate The County or the surface owner to consent to the imposition of any engineering or institutional control that would restrict or limit future use of the License area for any purpose including, without limitation, any deed restriction or limitation on the use of groundwater or use of the property for residential purposes. Owner will notify the County and surface owner of any claim or other action by any governmental agency or any third party involving the actual or alleged existence of Hazardous Materials on the License area or any adjoining property and provide the County and surface owner with copies of (1) any notice of any actual or threatened release of Hazardous Materials given by Owner pursuant to any law and (2) any report of and response to any such release including all Remedial Work. Owner, its successors and assigns, in accordance with the provisions of Article 8, will release, indemnify, pay and protect, defend and save the Indemnified Parties harmless from all claims, liabilities, fees and expenses of any kind (including reasonable attorneys' fees, expert fees and costs) that arise from the actual or alleged presence or release of any Hazardous Materials in connection with the operations of Owner and Owner's agents. invitees, guests, contractors, servants and employees on the License area or any adjacent property. Such indemnification shall include. without limitation, costs in connection with any Remedial Work performed by the County, surface owner, or any third party in response to any federal, state or governmental authority, laws or regulations, due and payable upon demand by the County or adjacent surface owner. Owner's obligations herein shall survive the termination of this License.

VII. This Agreement shall be binding upon and inure to the benefit of the parties and

their respective heirs, executors, administrators, legal representatives, successors, and assigns.

This Agreement shall be construed under and in accordance with the laws of the

State of Texas, and all obligations of the parties created by this Agreement are performable in

Navarro County, Texas.

IX. In case any one or more of the provisions contained in this Agreement shall for

any reason be held to be invalid. illegal, or unenforceable in any respect, this invalidity.

illegality, or unenforceability shall not affect any other provision of the Agreement, and this

Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been

contained in the Agreement.

X. The rights and remedies provided by this Agreement are cumulative, and the use

of any one right or remedy by either party shall not preclude or waive its right to use any or all

other remedies. The rights and remedies provided in this Agreement are given in addition to any

other rights the parties may have by law, statute, ordinance, or otherwise.

EXECUTED this The day of Apr.

OWNER

Norman L./Winter, Vice President of Land & Right of Way

Company Name: Grand Prix Pipeline, LLC

Address: 811 Louisiana Street, Ste. 2100, Houston, TX. 77002

Phone Number:

713-584-1559

NAVARRO GOUN

By: Ames Olsen Commissioner of Precinct 4		
Before me the undersigned notary p appeared the County Judg Commissioner of upon their oath affirmed that they executed consideration set forth herein.		
KIM SOUTHARD Notary ID # 11751507 My Commission Expires December 22, 2020	Notary Public, State of Texas  Printed Name	
Before me the undersigned notary public on this the grad of februs, 2018. appeared notary public on this the grad from from from from from from from from		
this License and that he executed the forego forth herein.	Notary Public, State of Texas  Michelle L. Stelly	
(seal)  MICHELLE L. STELLY  My Notary ID # 11505873	Printed Name  03- 29-2021  Commission Expires	
Expires March 29, 2021	Commission Expires	

# AGREEMENT FOR LICENSE ADJACENT TO OR CROSSING COUNTY ROADS

STATE OF TEXAS §

**COUNTY OF NAVARRO §** 

## KNOW ALL MEN BY THESE PRESENTS:

Grand Prix Pipeline LLC, Owner of a (pipeline, utility line, gas or sewer line) hereby contracts and covenants with Navarro County ("the County") as follows:

I. <u>Grand Prix Pipeline LLC</u>, desires to construct and maintain a pipeline, utility line, or gas or sewer line in Navarro County, Texas and it is necessary to cross certain county road(s) <u>SW CR 3160</u> located in Precinct #4, more fully described on the map attached hereto as Exhibit A and incorporated herein by reference. The license granted herein shall extend 5 feet on either side of the pipeline as it crosses the county road.

II. In consideration for **the County** granting permission through the issuance of a permit to lay a pipeline, utility line, or gas or sewer line adjacent to or crossing said county roads above described in Navarro County, Texas, the **Owner** hereby warrants, agrees and covenants that any crossing shall be constructed as follows:

All county road crossings shall be bored unless a variance is granted by Navarro County Commissioners Court, and lines underneath such roads shall be cased or otherwise constructed to provide maximum protection against damage or leaks. Owner may not block the county road during construction and must provide for at least one lane of traffic. The points where the pipeline crosses the road shall be clearly marked and the line shall be placed at a depth of no less than 6 (six) feet underneath the lowest part of the **County's** bar ditches and/or road surfaces.

Type of Pipeline: LNG; 30" O.D. API 5L X70 PSL2 DSAW steel w/ .562" W.T.

The transport route (beginning and end): See attached map

(A detailed construction plan must be submitted with application)

Pipelines which run adjacent to a county road and which are within a county road easement shall be placed at a depth of no less than six (6) feet underneath the lowest part of the **County's** bar ditches and/or road surfaces.

The pipeline shall be constructed in a safe and prudent manner and shall consist of only acceptable commercial pipeline materials. The **Owner** shall be responsible for maintaining the pipeline and the license area. In the event the pipeline is ever abandoned or ceases be used for more than 6 consecutive months, this license shall terminate and revert to the **County**. In addition, if the pipeline is ever abandoned or ceases to be used for more than 6 consecutive months, the **Owner** shall, at the **County**'s request, remove the pipeline from the license area and restore the property to its original condition.

#### SEE ATTACHMENT "A" IF THIS IS FOR A PETROLEUM PIPELINE.

III. In consideration of the granting of this license (pipeline, utility line, gas or sewer Line) adjacent to or across the County's roads, the Owner warrants and covenants that any damages which may be caused to County or adjacent property as a result of the construction, maintenance or operation of a pipeline shall be the sole responsibility of the Owner and the Owner warrants and covenants that the area where the construction takes place shall be repaired and put back in the same condition as it originally was before such construction took place.

IV. The **County** and **Owner** hereby covenant and agree that for each violation of this License agreement, **Owner** shall pay to **the County** liquidated damages in the amount of One Thousand Dollars (\$1,000.00) per day, per violation, until such violation have been corrected and the County's requirements complied with. Such compliance shall be determined by the reasonable discretion of the County Commissioner in whose precinct the work occurs. Notwithstanding the foregoing, no liquidated damages shall be owed unless Owner fails to commence diligent efforts to cure any alleged violation within three business days after receipt of notice from the County of such violation. In the event of inclement weather, **Owner** agrees to

cease pipeline construction activities on any road so as to not render the road impassable.

Construction activities may resume on the road as soon as the road conditions are favorable.

V. Owner, at its own expense, shall maintain a general liability insurance policy in an amount sufficient to insure against loss or damages caused by the construction, maintenance and operation of the pipeline. The general liability insurance requirement may be met by a combination of self-insurance, primary and excess insurance policies. Owner shall also, at its own expense, carry worker's compensation insurance as required by law.

VI. Owner, its successors and assigns agree to release, defend, indemnify, and hold harmless the County its respective commissioners, agents and employees (collectively, the "Indemnified Parties"), from any and all costs, losses, claims, judgments, settlements, and damages of every kind and character to real property, personal property or persons (including, without limitation, claims involving environmental laws and regulations, pollution, contamination of ground waters, personal injury and death), lawsuits and/or causes of action (including reasonable attorneys' fees, expert fees and court costs) (collectively "Claims"), which may grow out of, arise from, or in any manner be connected with the activities of Owner's agents, invitees, guests, contractors, servants and employees, on the license area, or any adjacent property, including, without limitation, any Claims arising from loss of subsurface support of any County road and any Claims arising from the production or transportation of materials through any pipeline. For purposes of this license, environmental laws and regulations include, without limitation, the federal Oil Pollution Act (OPA), the federal Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the federal Resource Conservation and Recovery Act (RCRA), the federal Clean Water Act, the Texas Solid Waste Disposal Act.

(TSWDA), the Texas Water Code (TWC), and the federal, state and local rules, regulations, ordinances, orders and governmental directives implementing such statutes.

As used in this license, the term "Hazardous Materials" means any substance or material defined or identified as hazardous, extra-hazardous, toxic or radioactive or subject to regulation as a solid waste or pollutant under any applicable federal, state, or local statute or regulation including, without limitation, the environmental laws and regulations referenced herein. "Remedial Work" is defined as any site investigation or monitoring, any cleanup. containment, remediation, removal, or restoration work performed in response to any federal, state or local government authority or private party action ("action"), or pursuant to any federal, state or local statute, rule, regulation, ordinance, order, governmental directive or other laws ("law"). Owner agrees, for the benefit of the County and any adjacent surface owner, (1) to remove from the license area, if, as and when required by any action or law, any Hazardous Materials placed or released thereon by Owner (including its contractors), (2) to perform Remedial Work where the need therefore arises in connection with Owner's (including its contractors) operations or activities on the license area or any adjacent property, and (3) to comply in all respects with all laws governing operations by **Owner** (including its contractors) and Remedial Work on or associated with the license area and any adjacent property. Remedial Work shall be performed by one or more contractors selected by Owner under the supervision of an engineer selected by Owner. All costs and expenses of Remedial Work resulting from Owner's (including its drillers' and other contactors') operations shall be paid by Owner, including, without limitation, the charges of such contractors and/or the consulting engineer and the County's reasonable attorneys' fees and costs incurred in connection with the monitoring or review of Remedial Work. If Owner shall fail to timely commence or cause to be commenced,

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This Agreement shall be binding upon and inure to the benefit of the parties and VII.

their respective heirs, executors, administrators, legal representatives, successors, and assigns.

This Agreement shall be construed under and in accordance with the laws of the VIII.

State of Texas, and all obligations of the parties created by this Agreement are performable in

Navarro County. Texas.

In case any one or more of the provisions contained in this Agreement shall for IX.

any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity,

illegality, or unenforceability shall not affect any other provision of the Agreement, and this

Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been

contained in the Agreement.

The rights and remedies provided by this Agreement are cumulative, and the use X.

of any one right or remedy by either party shall not preclude or waive its right to use any or all

other remedies. The rights and remedies provided in this Agreement are given in addition to any

other rights the parties may have by law, statute, ordinance, or otherwise.

EXECUTED this Hay of Hor

OWNER

Norman L. Winter, Vice President of Land & Right of Way

Company Name: Grand Prix Pipeline, LLC

Address: 811 Louisiana Street, Ste. 2100, Houston, TX. 77002

Phone Number:

713-584-1559

NAVARRO COU

By: Amullson Commissioner of Precinct 4	
	public on this the day of
KIM SOUTHARD Notary 10 # 11751507 My Commission Expires December 22, 2020	Notary Public, State of Texas
(seal)	Printed Name
	Commission Expires
appeared Owner) and who being sworn upon their	public on this the 9th day of February . 2018, athorized representative of Grand Par Figure Luc oath affirmed that he is authorized by Owner to sign going License for the purposes and consideration set
	Notary Public, State of Texas
	Michelle L. Stally
(seal) MICHELLE L. STELLY	Printed Name
My Notary ID # 11505873  Expires March 29, 2021	<u>03-29- 202]</u> Commission Expires

#### AGREEMENT FOR LICENSE ADJACENT TO OR CROSSING COUNTY ROADS

## STATE OF TEXAS §

#### **COUNTY OF NAVARRO §**

#### KNOW ALL MEN BY THESE PRESENTS:

Grand Prix Pipeline LLC, Owner of a (pipeline, utility line, gas or sewer line) hereby contracts and covenants with Navarro County ("the County") as follows:

I. <u>Grand Prix Pipeline LLC</u>, desires to construct and maintain a pipeline, utility line, or gas or sewer line in Navarro County, Texas and it is necessary to cross certain county road(s) <u>SW CR 3130</u> located in Precinct #4, more fully described on the map attached hereto as Exhibit A and incorporated herein by reference. The license granted herein shall extend 5 feet on either side of the pipeline as it crosses the county road.

II. In consideration for **the County** granting permission through the issuance of a permit to lay a pipeline, utility line, or gas or sewer line adjacent to or crossing said county roads above described in Navarro County, Texas, the **Owner** hereby warrants, agrees and covenants that any crossing shall be constructed as follows:

All county road crossings shall be bored unless a variance is granted by Navarro County Commissioners Court, and lines underneath such roads shall be cased or otherwise constructed to provide maximum protection against damage or leaks. Owner may not block the county road during construction and must provide for at least one lane of traffic. The points where the pipeline crosses the road shall be clearly marked and the line shall be placed at a depth of no less than 6 (six) feet underneath the lowest part of the **County's** bar ditches and/or road surfaces.

Type of Pipeline: LNG: 30" O.D. API 5L X70 PSL2 DSAW steel w/ .562" W.T.

The transport route (beginning and end): See attached map

(A detailed construction plan must be submitted with application)

Pipelines which run adjacent to a county road and which are within a county road easement shall be placed at a depth of no less than six (6) feet underneath the lowest part of the **County's** bar ditches and/or road surfaces.

The pipeline shall be constructed in a safe and prudent manner and shall consist of only acceptable commercial pipeline materials. The **Owner** shall be responsible for maintaining the pipeline and the license area. In the event the pipeline is ever abandoned or ceases be used for more than 6 consecutive months, this license shall terminate and revert to the **County**. In addition, if the pipeline is ever abandoned or ceases to be used for more than 6 consecutive months, the **Owner** shall, at the **County**'s request, remove the pipeline from the license area and restore the property to its original condition.

# SEE ATTACHMENT "A" IF THIS IS FOR A PETROLEUM PIPELINE.

III. In consideration of the granting of this license (pipeline, utility line, gas or sewer Line) adjacent to or across the **County's** roads, the **Owner** warrants and covenants that any damages which may be caused to County or adjacent property as a result of the construction, maintenance or operation of a pipeline shall be the sole responsibility of the **Owner** and the **Owner** warrants and covenants that the area where the construction takes place shall be repaired and put back in the same condition as it originally was before such construction took place.

IV. The **County** and **Owner** hereby covenant and agree that for each violation of this License agreement, **Owner** shall pay to **the County** liquidated damages in the amount of One Thousand Dollars (\$1,000.00) per day, per violation, until such violation have been corrected and the County's requirements complied with. Such compliance shall be determined by the reasonable discretion of the County Commissioner in whose precinct the work occurs. Notwithstanding the foregoing, no liquidated damages shall be owed unless Owner fails to commence diligent efforts to cure any alleged violation within three business days after receipt of notice from the County of such violation. In the event of inclement weather, **Owner** agrees to

cease pipeline construction activities on any road so as to not render the road impassable.

Construction activities may resume on the road as soon as the road conditions are favorable.

V. Owner, at its own expense, shall maintain a general liability insurance policy in an amount sufficient to insure against loss or damages caused by the construction, maintenance and operation of the pipeline. The general liability insurance requirement may be met by a combination of self-insurance, primary and excess insurance policies. Owner shall also, at its own expense, carry worker's compensation insurance as required by law.

VI. Owner, its successors and assigns agree to release, defend, indemnify, and hold harmless the County its respective commissioners, agents and employees (collectively, the "Indemnified Parties"), from any and all costs, losses, claims, judgments, settlements, and damages of every kind and character to real property, personal property or persons (including, without limitation, claims involving environmental laws and regulations, pollution, contamination of ground waters, personal injury and death), lawsuits and/or causes of action (including reasonable attorneys' fees, expert fees and court costs) (collectively "Claims"), which may grow out of, arise from, or in any manner be connected with the activities of Owner's agents, invitees, guests, contractors, servants and employees, on the license area, or any adjacent property, including, without limitation, any Claims arising from loss of subsurface support of any County road and any Claims arising from the production or transportation of materials through any pipeline. For purposes of this license, environmental laws and regulations include, without limitation, the federal Oil Pollution Act (OPA), the federal Comprehensive Environmental Response. Compensation and Liability Act (CERCLA), the federal Resource Conservation and Recovery Act (RCRA), the federal Clean Water Act, the Texas Solid Waste Disposal Act.

(TSWDA), the Texas Water Code (TWC), and the federal, state and local rules, regulations, ordinances, orders and governmental directives implementing such statutes.

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other remedies. The rights and remedies provided in this Agreement are given in addition to any

other rights the parties may have by law, statute, ordinance, or otherwise.

EXECUTED this The day of Horal

**OWNER** 

By:

Norman L. Winter, Vice President of Land & Right of Way

Company Name: Grand Prix Pipeline, LLC

Address: 811 Louisiana Street, Ste. 2100, Houston, TX. 77002

Phone Number:

713-584-1559

NAVARRO COU

Commissioner of Freemet 1	
appeared H. M. prot the County Ju	public on this the day of
KIM SOUTHARD Notary ID # 11751507 My Commission Expires December 22, 2020	Notary Public, State of Texas  Printed Name
	Commission Expires
appeared <b>normantumer</b> , who is an au (Owner) and who being sworn upon their	public on this the que day of February, 20 B. athorized representative of Grand fix figure ue oath affirmed that he is authorized by Owner to sign going License for the purposes and consideration set
	Notary Public, State of Texas
	Michelle L. Stelly
(seal) MICHELLE L. STELLY	Printed Name
My Notary ID # 11505873 Expires March 29, 2021	03-29-2021
Attitud.	Commission Expires

# AGREEMENT FOR LICENSE ADJACENT TO OR CROSSING COUNTY ROADS

STATE OF TEXAS §

**COUNTY OF NAVARRO §** 

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II. In consideration for **the County** granting permission through the issuance of a permit to lay a pipeline, utility line, or gas or sewer line adjacent to or crossing said county roads above described in Navarro County, Texas, the **Owner** hereby warrants, agrees and covenants that any crossing shall be constructed as follows:

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Type of Pipeline: LNG: 30" O.D. API 5L X70 PSL2 DSAW steel w/ .562" W.T.

The transport route (beginning and end): See attached map

(A detailed construction plan must be submitted with application)

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Construction activities may resume on the road as soon as the road conditions are favorable.

V. Owner, at its own expense, shall maintain a general liability insurance policy in an amount sufficient to insure against loss or damages caused by the construction, maintenance and operation of the pipeline. The general liability insurance requirement may be met by a combination of self-insurance, primary and excess insurance policies. Owner shall also, at its own expense, carry worker's compensation insurance as required by law.

VI. Owner, its successors and assigns agree to release, defend, indemnify, and hold harmless the County its respective commissioners, agents and employees (collectively, the "Indemnified Parties"), from any and all costs, losses, claims, judgments, settlements, and damages of every kind and character to real property, personal property or persons (including, without limitation, claims involving environmental laws and regulations, pollution, contamination of ground waters, personal injury and death), lawsuits and/or causes of action (including reasonable attorneys' fees, expert fees and court costs) (collectively "Claims"), which may grow out of, arise from, or in any manner be connected with the activities of Owner's agents, invitees, guests, contractors, servants and employees, on the license area, or any adjacent property, including, without limitation, any Claims arising from loss of subsurface support of any County road and any Claims arising from the production or transportation of materials through any pipeline. For purposes of this license, environmental laws and regulations include, without limitation, the federal Oil Pollution Act (OPA), the federal Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the federal Resource Conservation and Recovery Act (RCRA), the federal Clean Water Act, the Texas Solid Waste Disposal Act.

(TSWDA), the Texas Water Code (TWC), and the federal, state and local rules, regulations, ordinances, orders and governmental directives implementing such statutes.

As used in this license, the term "Hazardous Materials" means any substance or material defined or identified as hazardous, extra-hazardous, toxic or radioactive or subject to regulation as a solid waste or pollutant under any applicable federal, state, or local statute or regulation including, without limitation, the environmental laws and regulations referenced herein. "Remedial Work" is defined as any site investigation or monitoring, any cleanup. containment, remediation, removal, or restoration work performed in response to any federal. state or local government authority or private party action ("action"), or pursuant to any federal. state or local statute, rule, regulation, ordinance, order, governmental directive or other laws ("law"). Owner agrees, for the benefit of the County and any adjacent surface owner, (1) to remove from the license area, if, as and when required by any action or law, any Hazardous Materials placed or released thereon by **Owner** (including its contractors), (2) to perform Remedial Work where the need therefore arises in connection with **Owner's** (including its contractors) operations or activities on the license area or any adjacent property, and (3) to comply in all respects with all laws governing operations by **Owner** (including its contractors) and Remedial Work on or associated with the license area and any adjacent property. Remedial Work shall be performed by one or more contractors selected by **Owner** under the supervision of an engineer selected by Owner. All costs and expenses of Remedial Work resulting from Owner's (including its drillers' and other contactors') operations shall be paid by Owner. including, without limitation, the charges of such contractors and/or the consulting engineer and the County's reasonable attorneys' fees and costs incurred in connection with the monitoring or review of Remedial Work. If Owner shall fail to timely commence or cause to be commenced,

or fail to diligently prosecute to completion, such Remedial Work, the County may (but shall not be required to), after first giving Owner thirty (30) days notice of its failure and Owner's continued failure to perform, cause such Remedial Work to be performed and Owner will reimburse all reasonable costs of same on demand. The provisions of this Article shall not constitute approval or obligate The County or the surface owner to consent to the imposition of any engineering or institutional control that would restrict or limit future use of the License area for any purpose including, without limitation, any deed restriction or limitation on the use of groundwater or use of the property for residential purposes. Owner will notify the County and surface owner of any claim or other action by any governmental agency or any third party involving the actual or alleged existence of Hazardous Materials on the License area or any adjoining property and provide the County and surface owner with copies of (1) any notice of any actual or threatened release of Hazardous Materials given by Owner pursuant to any law and (2) any report of and response to any such release including all Remedial Work. Owner, its successors and assigns, in accordance with the provisions of Article 8, will release, indemnify, pay and protect, defend and save the Indemnified Parties harmless from all claims, liabilities, fees and expenses of any kind (including reasonable attorneys' fees, expert fees and costs) that arise from the actual or alleged presence or release of any Hazardous Materials in connection with the operations of Owner and Owner's agents, invitees, guests, contractors, servants and employees on the License area or any adjacent property. Such indemnification shall include, without limitation, costs in connection with any Remedial Work performed by the County. surface owner, or any third party in response to any federal, state or governmental authority, laws or regulations, due and payable upon demand by the County or adjacent surface owner. Owner's obligations herein shall survive the termination of this License.

VII. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

This Agreement shall be construed under and in accordance with the laws of the

State of Texas, and all obligations of the parties created by this Agreement are performable in

Navarro County, Texas.

IX. In case any one or more of the provisions contained in this Agreement shall for

any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity.

illegality, or unenforceability shall not affect any other provision of the Agreement, and this

Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been

contained in the Agreement.

The rights and remedies provided by this Agreement are cumulative, and the use

of any one right or remedy by either party shall not preclude or waive its right to use any or all

other remedies. The rights and remedies provided in this Agreement are given in addition to any

other rights the parties may have by law, statute, ordinance, or otherwise.

EXECUTED this Hay of Horal

**OWNER** 

Norman L. Winter, Vice President of Land & Right of Way

Company Name: Grand Prix Pipeline, LLC

Address: 811 Louisiana Street, Stc. 2100, Houston, TX. 77002

Phone Number:

713-584-1559

NAVARRO COU

By: Commissioner of Precinct 4	
appeared H. M. Laverport, the County Judge Commissioner of	public on this the day of Navarro County, and of Precinct 4_ of Navarro County, who being sworn the foregoing License for the purposes and
KIM SOUTHARD Notary ID # 11751507 My Commission Expires December 22, 2020 (Sear)	Notary Public, State of Texas  Printed Name
ē	Commission Expires
Before me the undersigned notary public on this the gth day of February . 2018, appeared forman Lunger, who is an authorized representative of Grandfix figure (12 (Owner) and who being sworn upon their oath affirmed that he is authorized by Owner to sign this License and that he executed the foregoing License for the purposes and consideration set forth herein.	
	Notary Public, State of Texas
(seal)	Michelle L. Stelly Printed Name
MICHELLE L. STELLY My Notary ID # 11505873 Expires March 29, 2021	O3-29-2021 Commission Expires

# AGREEMENT FOR LICENSE ADJACENT TO OR CROSSING COUNTY ROADS STATE OF TEXAS §

**COUNTY OF NAVARRO §** 

# KNOW ALL MEN BY THESE PRESENTS:

Grand Prix Pipeline LLC, Owner of a (pipeline, utility line, gas or sewer line) hereby contracts and covenants with Navarro County ("the County") as follows:

I. Grand Prix Pipeline LLC, desires to construct and maintain a pipeline, utility line, or gas or sewer line in Navarro County, Texas and it is necessary to cross certain county road(s)

NW CR 3040 located in Precinct #4, more fully described on the map attached hereto as Exhibit A and incorporated herein by reference. The license granted herein shall extend 5 feet on either side of the pipeline as it crosses the county road.

II. In consideration for **the County** granting permission through the issuance of a permit to lay a pipeline, utility line, or gas or sewer line adjacent to or crossing said county roads above described in Navarro County, Texas, the **Owner** hereby warrants, agrees and covenants that any crossing shall be constructed as follows:

All county road crossings shall be bored unless a variance is granted by Navarro County Commissioners Court, and lines underneath such roads shall be cased or otherwise constructed to provide maximum protection against damage or leaks. Owner may not block the county road during construction and must provide for at least one lane of traffic. The points where the pipeline crosses the road shall be clearly marked and the line shall be placed at a depth of no less than 6 (six) feet underneath the lowest part of the **County**'s bar ditches and/or road surfaces.

Type of Pipeline: LNG; 30" O.D. API 5L X70 PSL2 DSAW steel w/ .562" W.T.

The transport route (beginning and end): See attached map

(A detailed construction plan must be submitted with application)

Pipelines which run adjacent to a county road and which are within a county road easement shall be placed at a depth of no less than six (6) feet underneath the lowest part of the **County's** bar ditches and/or road surfaces.

The pipeline shall be constructed in a safe and prudent manner and shall consist of only acceptable commercial pipeline materials. The **Owner** shall be responsible for maintaining the pipeline and the license area. In the event the pipeline is ever abandoned or ceases be used for more than 6 consecutive months, this license shall terminate and revert to the **County**. In addition, if the pipeline is ever abandoned or ceases to be used for more than 6 consecutive months, the **Owner** shall, at the **County**'s request, remove the pipeline from the license area and restore the property to its original condition.

# SEE ATTACHMENT "A" IF THIS IS FOR A PETROLEUM PIPELINE.

III. In consideration of the granting of this license (pipeline, utility line, gas or sewer Line) adjacent to or across the **County's** roads, the **Owner** warrants and covenants that any damages which may be caused to County or adjacent property as a result of the construction, maintenance or operation of a pipeline shall be the sole responsibility of the **Owner** and the **Owner** warrants and covenants that the area where the construction takes place shall be repaired and put back in the same condition as it originally was before such construction took place.

IV. The County and Owner hereby covenant and agree that for each violation of this License agreement, Owner shall pay to the County liquidated damages in the amount of One Thousand Dollars (\$1.000.00) per day, per violation, until such violation have been corrected and the County's requirements complied with. Such compliance shall be determined by the reasonable discretion of the County Commissioner in whose precinct the work occurs. Notwithstanding the foregoing, no liquidated damages shall be owed unless Owner fails to commence diligent efforts to cure any alleged violation within three business days after receipt of notice from the County of such violation. In the event of inclement weather, Owner agrees to

cease pipeline construction activities on any road so as to not render the road impassable.

Construction activities may resume on the road as soon as the road conditions are favorable.

V. Owner, at its own expense, shall maintain a general liability insurance policy in an amount sufficient to insure against loss or damages caused by the construction, maintenance and operation of the pipeline. The general liability insurance requirement may be met by a combination of self-insurance, primary and excess insurance policies. Owner shall also, at its own expense, carry worker's compensation insurance as required by law.

VI. Owner, its successors and assigns agree to release, defend, indemnify, and hold harmless the County its respective commissioners, agents and employees (collectively, the "Indemnified Parties"), from any and all costs, losses, claims, judgments, settlements, and damages of every kind and character to real property, personal property or persons (including, without limitation, claims involving environmental laws and regulations, pollution, contamination of ground waters, personal injury and death), lawsuits and/or causes of action (including reasonable attorneys' fees, expert fees and court costs) (collectively "Claims"), which may grow out of, arise from, or in any manner be connected with the activities of Owner's agents, invitees, guests, contractors, servants and employees, on the license area, or any adjacent property, including, without limitation, any Claims arising from loss of subsurface support of any County road and any Claims arising from the production or transportation of materials through any pipeline. For purposes of this license, environmental laws and regulations include, without limitation, the federal Oil Pollution Act (OPA), the federal Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the federal Resource Conservation and Recovery Act (RCRA), the federal Clean Water Act, the Texas Solid Waste Disposal Act.

(TSWDA), the Texas Water Code (TWC), and the federal, state and local rules, regulations, ordinances, orders and governmental directives implementing such statutes.

As used in this license, the term "Hazardous Materials" means any substance or material defined or identified as hazardous, extra-hazardous, toxic or radioactive or subject to regulation as a solid waste or pollutant under any applicable federal, state, or local statute or regulation including, without limitation, the environmental laws and regulations referenced herein. "Remedial Work" is defined as any site investigation or monitoring, any cleanup, containment, remediation, removal, or restoration work performed in response to any federal, state or local government authority or private party action ("action"), or pursuant to any federal. state or local statute, rule, regulation, ordinance, order, governmental directive or other laws ("law"). Owner agrees, for the benefit of the County and any adjacent surface owner, (1) to remove from the license area, if, as and when required by any action or law, any Hazardous Materials placed or released thereon by Owner (including its contractors), (2) to perform Remedial Work where the need therefore arises in connection with Owner's (including its contractors) operations or activities on the license area or any adjacent property, and (3) to comply in all respects with all laws governing operations by Owner (including its contractors) and Remedial Work on or associated with the license area and any adjacent property. Remedial Work shall be performed by one or more contractors selected by Owner under the supervision of an engineer selected by Owner. All costs and expenses of Remedial Work resulting from Owner's (including its drillers' and other contactors') operations shall be paid by Owner, including, without limitation, the charges of such contractors and/or the consulting engineer and the County's reasonable attorneys' fees and costs incurred in connection with the monitoring or review of Remedial Work. If Owner shall fail to timely commence or cause to be commenced.

or fail to diligently prosecute to completion, such Remedial Work, the County may (but shall not be required to), after first giving Owner thirty (30) days notice of its failure and Owner's continued failure to perform, cause such Remedial Work to be performed and Owner will reimburse all reasonable costs of same on demand. The provisions of this Article shall not constitute approval or obligate The County or the surface owner to consent to the imposition of any engineering or institutional control that would restrict or limit future use of the License area for any purpose including, without limitation, any deed restriction or limitation on the use of groundwater or use of the property for residential purposes. Owner will notify the County and surface owner of any claim or other action by any governmental agency or any third party involving the actual or alleged existence of Hazardous Materials on the License area or any adjoining property and provide the County and surface owner with copies of (1) any notice of any actual or threatened release of Hazardous Materials given by Owner pursuant to any law and (2) any report of and response to any such release including all Remedial Work. Owner, its successors and assigns, in accordance with the provisions of Article 8, will release, indemnify, pay and protect, defend and save the Indemnified Parties harmless from all claims, liabilities, fees and expenses of any kind (including reasonable attorneys' fees, expert fees and costs) that arise from the actual or alleged presence or release of any Hazardous Materials in connection with the operations of Owner and Owner's agents, invitees, guests, contractors, servants and employees on the License area or any adjacent property. Such indemnification shall include, without limitation, costs in connection with any Remedial Work performed by the County. surface owner, or any third party in response to any federal, state or governmental authority. laws or regulations, due and payable upon demand by the County or adjacent surface owner.

Owner's obligations herein shall survive the termination of this License.

VII. This Agreement shall be binding upon and inure to the benefit of the parties and

their respective heirs, executors, administrators, legal representatives, successors, and assigns.

This Agreement shall be construed under and in accordance with the laws of the

State of Texas, and all obligations of the parties created by this Agreement are performable in

Navarro County, Texas.

In case any one or more of the provisions contained in this Agreement shall for IX.

any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity,

illegality, or unenforceability shall not affect any other provision of the Agreement, and this

Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been

contained in the Agreement.

X. The rights and remedies provided by this Agreement are cumulative, and the use

of any one right or remedy by either party shall not preclude or waive its right to use any or all

other remedies. The rights and remedies provided in this Agreement are given in addition to any

other rights the parties may have by law, statute, ordinance, or otherwise.

EXECUTED this Hay of April

**OWNER** 

By:

Norman . Winter, Vice President of Land & Right of Way

Company Name: Grand Prix Pipeline, LLC

Address: 811 Louisiana Street, Ste. 2100, Houston, TX. 77002

Phone Number:

713-584-1559

NAVARRO COU

By: Ames Olsew Commissioner of Precinct 4		
appeared H. M. Josepher, the County Judge Commissioner of	public on this the day of , 20/8, ge of Navarro County, and f Precinct _4_ of Navarro County, who being sworn the foregoing License for the purposes and	
KIM SOUTHARD Notary ID # 11751507 My Commission Expires December 22, 2020	Notary Public, State of Texas	
(seal)	Printed Name    2   22   2020   Commission Expires	
Before me the undersigned notary public on this the day of February . 2018, appeared Opman Lunks who is an authorized representative of Grand Prix figure, uc (Owner) and who being sworn upon their oath affirmed that he is authorized by Owner to sign this License and that he executed the foregoing License for the purposes and consideration set forth herein.		
	Notary Public, State of Texas	
(seal)  MICHELLE L. STELLY  My Notary ID # 11505873  Expires March 29, 2021	Michelle L. Stelly Printed Name  03-29-2021 Commission Expires	

# AGREEMENT FOR LICENSE ADJACENT TO OR CROSSING COUNTY ROADS

## STATE OF TEXAS §

# COUNTY OF NAVARRO §

# KNOW ALL MEN BY THESE PRESENTS:

Grand Prix Pipeline LLC, Owner of a (pipeline, utility line, gas or sewer line) hereby contracts and covenants with Navarro County ("the County") as follows:

I. <u>Grand Prix Pipeline LLC</u>, desires to construct and maintain a pipeline, utility line, or gas or sewer line in Navarro County, Texas and it is necessary to cross certain county road(s) <u>NW CR 2170</u> located in Precinct #4, more fully described on the map attached hereto as Exhibit A and incorporated herein by reference. The license granted herein shall extend 5 feet on either side of the pipeline as it crosses the county road.

II. In consideration for **the County** granting permission through the issuance of a permit to lay a pipeline, utility line, or gas or sewer line adjacent to or crossing said county roads above described in Navarro County, Texas, the **Owner** hereby warrants, agrees and covenants that any crossing shall be constructed as follows:

All county road crossings shall be bored unless a variance is granted by Navarro County Commissioners Court, and lines underneath such roads shall be cased or otherwise constructed to provide maximum protection against damage or leaks. Owner may not block the county road during construction and must provide for at least one lane of traffic. The points where the pipeline crosses the road shall be clearly marked and the line shall be placed at a depth of no less than 6 (six) feet underneath the lowest part of the **County's** bar ditches and/or road surfaces.

Type of Pipeline: LNG: 30" O.D. API 5L X70 PSL2 DSAW steel w/ .562" W.T.

The transport route (beginning and end): See attached map

(A detailed construction plan must be submitted with application)

Pipelines which run adjacent to a county road and which are within a county road easement shall be placed at a depth of no less than six (6) feet underneath the lowest part of the **County's** bar ditches and/or road surfaces.

The pipeline shall be constructed in a safe and prudent manner and shall consist of only acceptable commercial pipeline materials. The **Owner** shall be responsible for maintaining the pipeline and the license area. In the event the pipeline is ever abandoned or ceases be used for more than 6 consecutive months, this license shall terminate and revert to the **County**. In addition, if the pipeline is ever abandoned or ceases to be used for more than 6 consecutive months, the **Owner** shall, at the **County**'s request, remove the pipeline from the license area and restore the property to its original condition.

## SEE ATTACHMENT "A" IF THIS IS FOR A PETROLEUM PIPELINE.

III. In consideration of the granting of this license (pipeline, utility line, gas or sewer Line) adjacent to or across the **County's** roads, the **Owner** warrants and covenants that any damages which may be caused to County or adjacent property as a result of the construction, maintenance or operation of a pipeline shall be the sole responsibility of the **Owner** and the **Owner** warrants and covenants that the area where the construction takes place shall be repaired and put back in the same condition as it originally was before such construction took place.

IV. The **County** and **Owner** hereby covenant and agree that for each violation of this License agreement, **Owner** shall pay to **the County** liquidated damages in the amount of One Thousand Dollars (\$1.000.00) per day, per violation, until such violation have been corrected and the County's requirements complied with. Such compliance shall be determined by the reasonable discretion of the County Commissioner in whose precinct the work occurs. Notwithstanding the foregoing, no liquidated damages shall be owed unless Owner fails to commence diligent efforts to cure any alleged violation within three business days after receipt of notice from the County of such violation. In the event of inclement weather, **Owner** agrees to

cease pipeline construction activities on any road so as to not render the road impassable.

Construction activities may resume on the road as soon as the road conditions are favorable.

V. Owner, at its own expense, shall maintain a general liability insurance policy in an amount sufficient to insure against loss or damages caused by the construction, maintenance and operation of the pipeline. The general liability insurance requirement may be met by a combination of self-insurance, primary and excess insurance policies. Owner shall also, at its own expense, carry worker's compensation insurance as required by law.

VI. Owner, its successors and assigns agree to release, defend, indemnify, and hold harmless the County its respective commissioners, agents and employees (collectively, the "Indemnified Parties"), from any and all costs, losses, claims, judgments, settlements, and damages of every kind and character to real property, personal property or persons (including, without limitation, claims involving environmental laws and regulations, pollution, contamination of ground waters, personal injury and death), lawsuits and/or causes of action (including reasonable attorneys' fees, expert fees and court costs) (collectively "Claims"), which may grow out of, arise from, or in any manner be connected with the activities of Owner's agents, invitees, guests, contractors, servants and employees, on the license area, or any adjacent property, including, without limitation, any Claims arising from loss of subsurface support of any County road and any Claims arising from the production or transportation of materials through any pipeline. For purposes of this license, environmental laws and regulations include, without limitation, the federal Oil Pollution Act (OPA), the federal Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the federal Resource Conservation and Recovery Act (RCRA), the federal Clean Water Act, the Texas Solid Waste Disposal Act.

(TSWDA), the Texas Water Code (TWC), and the federal, state and local rules, regulations, ordinances, orders and governmental directives implementing such statutes.

As used in this license, the term "Hazardous Materials" means any substance or material defined or identified as hazardous, extra-hazardous, toxic or radioactive or subject to regulation as a solid waste or pollutant under any applicable federal, state, or local statute or regulation including, without limitation, the environmental laws and regulations referenced herein. "Remedial Work" is defined as any site investigation or monitoring, any cleanup, containment, remediation, removal, or restoration work performed in response to any federal. state or local government authority or private party action ("action"), or pursuant to any federal, state or local statute, rule, regulation, ordinance, order, governmental directive or other laws ("law"). Owner agrees, for the benefit of the County and any adjacent surface owner, (1) to remove from the license area, if, as and when required by any action or law, any Hazardous Materials placed or released thereon by Owner (including its contractors), (2) to perform Remedial Work where the need therefore arises in connection with Owner's (including its contractors) operations or activities on the license area or any adjacent property, and (3) to comply in all respects with all laws governing operations by Owner (including its contractors) and Remedial Work on or associated with the license area and any adjacent property. Remedial Work shall be performed by one or more contractors selected by Owner under the supervision of an engineer selected by Owner. All costs and expenses of Remedial Work resulting from Owner's (including its drillers' and other contactors') operations shall be paid by Owner, including, without limitation, the charges of such contractors and/or the consulting engineer and the County's reasonable attorneys' fees and costs incurred in connection with the monitoring or review of Remedial Work. If Owner shall fail to timely commence or cause to be commenced,

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This Agreement shall be binding upon and inure to the benefit of the parties and VII.

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This Agreement shall be construed under and in accordance with the laws of the VIII.

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Navarro County, Texas.

In case any one or more of the provisions contained in this Agreement shall for IX.

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Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been

contained in the Agreement.

The rights and remedies provided by this Agreement are cumulative, and the use X.

of any one right or remedy by either party shall not preclude or waive its right to use any or all

other remedies. The rights and remedies provided in this Agreement are given in addition to any

other rights the parties may have by law, statute, ordinance, or otherwise.

EXECUTED this The day of

**OWNER** 

Norman L. Winter, Vice President of Land & Right of Way

Company Name: Grand Prix Pipeline, LLC

Address: 811 Louisiana Street, Ste. 2100, Houston, TX. 77002

Phone Number:

713-584-1559

NAVARRO COUN

By: AmeOlow Commissioner of Precinct 4		
Before me the undersigned notary appeared H. County Judge Commissioner upon their oath affirmed that they execute consideration set forth herein.	public on this the day of 20/8 dge of Navarro County, and of Precinct 4_ of Navarro County, who being sworned the foregoing License for the purposes and	
KIM SOUTHARD Notary ID # 11751507 My Commission Expires December 22, 2020	Notary Public, State of Texas  Printed Name	
	Commission Expires	
Before me the undersigned notary public on this the and day of february, 2018, appeared forman Lunks, who is an authorized representative of Grand fix Aprime UC (Owner) and who being sworn upon their oath affirmed that he is authorized by Owner to sign this License and that he executed the foregoing License for the purposes and consideration set forth herein.		
	Notary Public, State of Texas	
(seal MICHELLE L. STELLY My Notary ID # 11505873 Expires March 29, 2021	Michelle L. Stelly Printed Name  D3-29-2021	
	Commission Expires	

# AGREEMENT FOR LICENSE ADJACENT TO OR CROSSING COUNTY ROADS

STATE OF TEXAS §

**COUNTY OF NAVARRO §** 

# KNOW ALL MEN BY THESE PRESENTS:

Grand Prix Pipeline LLC, Owner of a (pipeline, utility line, gas or sewer line) hereby contracts and covenants with Navarro County ("the County") as follows:

I. <u>Grand Prix Pipeline LLC</u>, desires to construct and maintain a pipeline, utility line, or gas or sewer line in Navarro County, Texas and it is necessary to cross certain county road(s) <u>SW CR 4190</u> located in Precinct #4, more fully described on the map attached hereto as Exhibit A and incorporated herein by reference. The license granted herein shall extend 5 feet on either side of the pipeline as it crosses the county road.

II. In consideration for **the County** granting permission through the issuance of a permit to lay a pipeline, utility line, or gas or sewer line adjacent to or crossing said county roads above described in Navarro County, Texas. the **Owner** hereby warrants, agrees and covenants that any crossing shall be constructed as follows:

All county road crossings shall be bored unless a variance is granted by Navarro County Commissioners Court, and lines underneath such roads shall be cased or otherwise constructed to provide maximum protection against damage or leaks. Owner may not block the county road during construction and must provide for at least one lane of traffic. The points where the pipeline crosses the road shall be clearly marked and the line shall be placed at a depth of no less than 6 (six) feet underneath the lowest part of the **County's** bar ditches and/or road surfaces.

Type of Pipeline: LNG: 30" O.D. API 5L X70 PSL2 DSAW steel w/ .562" W.T.

The transport route (beginning and end): See attached map

(A detailed construction plan must be submitted with application)

Pipelines which run adjacent to a county road and which are within a county road easement shall be placed at a depth of no less than six (6) feet underneath the lowest part of the **County's** bar ditches and/or road surfaces.

The pipeline shall be constructed in a safe and prudent manner and shall consist of only acceptable commercial pipeline materials. The **Owner** shall be responsible for maintaining the pipeline and the license area. In the event the pipeline is ever abandoned or ceases be used for more than 6 consecutive months, this license shall terminate and revert to the **County**. In addition, if the pipeline is ever abandoned or ceases to be used for more than 6 consecutive months, the **Owner** shall, at the **County**'s request, remove the pipeline from the license area and restore the property to its original condition.

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III. In consideration of the granting of this license (pipeline, utility line, gas or sewer Line) adjacent to or across the **County's** roads, the **Owner** warrants and covenants that any damages which may be caused to County or adjacent property as a result of the construction, maintenance or operation of a pipeline shall be the sole responsibility of the **Owner** and the **Owner** warrants and covenants that the area where the construction takes place shall be repaired and put back in the same condition as it originally was before such construction took place.

IV. The **County** and **Owner** hereby covenant and agree that for each violation of this License agreement, **Owner** shall pay to **the County** liquidated damages in the amount of One Thousand Dollars (\$1,000.00) per day, per violation, until such violation have been corrected and the County's requirements complied with. Such compliance shall be determined by the reasonable discretion of the County Commissioner in whose precinct the work occurs. Notwithstanding the foregoing, no liquidated damages shall be owed unless Owner fails to commence diligent efforts to cure any alleged violation within three business days after receipt of notice from the County of such violation. In the event of inclement weather, **Owner** agrees to

cease pipeline construction activities on any road so as to not render the road impassable.

Construction activities may resume on the road as soon as the road conditions are favorable.

V. Owner, at its own expense, shall maintain a general liability insurance policy in an amount sufficient to insure against loss or damages caused by the construction, maintenance and operation of the pipeline. The general liability insurance requirement may be met by a combination of self-insurance, primary and excess insurance policies. Owner shall also, at its own expense, carry worker's compensation insurance as required by law.

VI. Owner, its successors and assigns agree to release, defend, indemnify, and hold harmless the County its respective commissioners, agents and employees (collectively, the "Indemnified Parties"), from any and all costs, losses, claims, judgments, settlements, and damages of every kind and character to real property, personal property or persons (including, without limitation, claims involving environmental laws and regulations, pollution. contamination of ground waters, personal injury and death), lawsuits and/or causes of action (including reasonable attorneys' fees, expert fees and court costs) (collectively "Claims"), which may grow out of, arise from, or in any manner be connected with the activities of Owner's agents, invitees, guests, contractors, servants and employees, on the license area, or any adjacent property, including, without limitation, any Claims arising from loss of subsurface support of any County road and any Claims arising from the production or transportation of materials through any pipeline. For purposes of this license, environmental laws and regulations include, without limitation, the federal Oil Pollution Act (OPA), the federal Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the federal Resource Conservation and Recovery Act (RCRA), the federal Clean Water Act, the Texas Solid Waste Disposal Act.

(TSWDA), the Texas Water Code (TWC), and the federal, state and local rules, regulations, ordinances, orders and governmental directives implementing such statutes.

As used in this license, the term "Hazardous Materials" means any substance or material defined or identified as hazardous, extra-hazardous, toxic or radioactive or subject to regulation as a solid waste or pollutant under any applicable federal, state, or local statute or regulation including, without limitation, the environmental laws and regulations referenced herein. "Remedial Work" is defined as any site investigation or monitoring, any cleanup. containment, remediation, removal, or restoration work performed in response to any federal, state or local government authority or private party action ("action"), or pursuant to any federal, state or local statute, rule, regulation, ordinance, order, governmental directive or other laws ("law"). Owner agrees, for the benefit of the County and any adjacent surface owner, (1) to remove from the license area, if, as and when required by any action or law, any Hazardous Materials placed or released thereon by Owner (including its contractors), (2) to perform Remedial Work where the need therefore arises in connection with Owner's (including its contractors) operations or activities on the license area or any adjacent property, and (3) to comply in all respects with all laws governing operations by Owner (including its contractors) and Remedial Work on or associated with the license area and any adjacent property. Remedial Work shall be performed by one or more contractors selected by Owner under the supervision of an engineer selected by Owner. All costs and expenses of Remedial Work resulting from Owner's (including its drillers' and other contactors') operations shall be paid by Owner, including, without limitation, the charges of such contractors and/or the consulting engineer and the County's reasonable attorneys' fees and costs incurred in connection with the monitoring or review of Remedial Work. If Owner shall fail to timely commence or cause to be commenced,

or fail to diligently prosecute to completion, such Remedial Work, the County may (but shall not be required to), after first giving Owner thirty (30) days notice of its failure and Owner's continued failure to perform, cause such Remedial Work to be performed and Owner will reimburse all reasonable costs of same on demand. The provisions of this Article shall not constitute approval or obligate The County or the surface owner to consent to the imposition of any engineering or institutional control that would restrict or limit future use of the License area for any purpose including, without limitation, any deed restriction or limitation on the use of groundwater or use of the property for residential purposes. Owner will notify the County and surface owner of any claim or other action by any governmental agency or any third party involving the actual or alleged existence of Hazardous Materials on the License area or any adjoining property and provide the County and surface owner with copies of (1) any notice of any actual or threatened release of Hazardous Materials given by Owner pursuant to any law and (2) any report of and response to any such release including all Remedial Work. Owner, its successors and assigns, in accordance with the provisions of Article 8, will release, indemnify, pay and protect, defend and save the Indemnified Parties harmless from all claims, liabilities. fees and expenses of any kind (including reasonable attorneys' fees, expert fees and costs) that arise from the actual or alleged presence or release of any Hazardous Materials in connection with the operations of Owner and Owner's agents, invitees, guests, contractors, servants and employees on the License area or any adjacent property. Such indemnification shall include. without limitation, costs in connection with any Remedial Work performed by the County, surface owner, or any third party in response to any federal, state or governmental authority, laws or regulations, due and payable upon demand by the County or adjacent surface owner. Owner's obligations herein shall survive the termination of this License.

VIII. This Agreement shall be construed under and in accordance with the laws of the State of Texas. and all obligations of the parties created by this Agreement are performable in Navarro County, Texas.

IX. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in the Agreement.

X. The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. The rights and remedies provided in this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

**OWNER** 

, its V.P. - Lane & Right of Way

Company Name: Grand Prix Pipeline, LLC

Address: 811 Louisiana Street, Suite 2100, Houston, TX. 77002

Phone Number: <u>713-584-1559</u>

NAVARRO COUNTY

By:

County Judge

Bv

ommissioner of Precinct 4

Before me the undersigned notary papeared H. M. Arten The County Judg	public on this the day of 20/8 ge of Navarro County, and f Precinct 4_ of Navarro County, who being sworn the foregoing License for the purposes and
consideration set forth herein.	the foregoing License for the purposes and
KIM SOUTHARD Notary ID # 11751507 My Commission Expires December 22, 2020	Notary Public, State of Texas  Printed Name
	12/22/2020
	Commission Expires
Before me the undersigned notary public on this the day of February . 2018, appeared notary public on this the day of Grand Pax fipeline, use (Owner) and who being sworn upon their oath affirmed that he is authorized by Owner to sign this License and that he executed the foregoing License for the purposes and consideration set forth herein.	
	Nichelle L. Swely
	Notary Public, State of Texas
	Michelle L. Stelly
(seal)	Printed Name
MICHELLE L. STELLY My Notary ID # 11505873 Expires March 29, 2021	
	-

# AGREEMENT FOR LICENSE ADJACENT TO OR CROSSING COUNTY ROADS

**COUNTY OF NAVARRO §** 

STATE OF TEXAS §

# KNOW ALL MEN BY THESE PRESENTS:

Grand Prix Pipeline LLC, Owner of a (pipeline, utility line, gas or sewer line) hereby contracts and covenants with Navarro County ("the County") as follows:

I. <u>Grand Prix Pipeline LLC</u>, desires to construct and maintain a pipeline, utility line, or gas or sewer line in Navarro County, Texas and it is necessary to cross certain county road(s) <u>SW CR 2090</u> located in Precinct #4, more fully described on the map attached hereto as Exhibit A and incorporated herein by reference. The license granted herein shall extend 5 feet on either side of the pipeline as it crosses the county road.

II. In consideration for **the County** granting permission through the issuance of a permit to lay a pipeline, utility line, or gas or sewer line adjacent to or crossing said county roads above described in Navarro County, Texas, the **Owner** hereby warrants, agrees and covenants that any crossing shall be constructed as follows:

All county road crossings shall be bored unless a variance is granted by Navarro County Commissioners Court, and lines underneath such roads shall be cased or otherwise constructed to provide maximum protection against damage or leaks. Owner may not block the county road during construction and must provide for at least one lane of traffic. The points where the pipeline crosses the road shall be clearly marked and the line shall be placed at a depth of no less than 6 (six) feet underneath the lowest part of the **County**'s bar ditches and/or road surfaces.

Type of Pipeline: LNG: 30" O.D. API 5L X70 PSL2 DSAW steel w/ .562" W.T.

The transport route (beginning and end): See attached map

(A detailed construction plan must be submitted with application)

Pipelines which run adjacent to a county road and which are within a county road easement shall be placed at a depth of no less than six (6) feet underneath the lowest part of the **County's** bar ditches and/or road surfaces.

The pipeline shall be constructed in a safe and prudent manner and shall consist of only acceptable commercial pipeline materials. The **Owner** shall be responsible for maintaining the pipeline and the license area. In the event the pipeline is ever abandoned or ceases be used for more than 6 consecutive months, this license shall terminate and revert to the **County**. In addition, if the pipeline is ever abandoned or ceases to be used for more than 6 consecutive months, the **Owner** shall, at the **County**'s request, remove the pipeline from the license area and restore the property to its original condition.

# SEE ATTACHMENT "A" IF THIS IS FOR A PETROLEUM PIPELINE.

III. In consideration of the granting of this license (pipeline, utility line, gas or sewer Line) adjacent to or across the **County's** roads, the **Owner** warrants and covenants that any damages which may be caused to County or adjacent property as a result of the construction, maintenance or operation of a pipeline shall be the sole responsibility of the **Owner** and the **Owner** warrants and covenants that the area where the construction takes place shall be repaired and put back in the same condition as it originally was before such construction took place.

IV. The **County** and **Owner** hereby covenant and agree that for each violation of this License agreement, **Owner** shall pay to **the County** liquidated damages in the amount of One Thousand Dollars (\$1,000.00) per day, per violation, until such violation have been corrected and the County's requirements complied with. Such compliance shall be determined by the reasonable discretion of the County Commissioner in whose precinct the work occurs. Notwithstanding the foregoing, no liquidated damages shall be owed unless Owner fails to commence diligent efforts to cure any alleged violation within three business days after receipt of notice from the County of such violation. In the event of inclement weather, **Owner** agrees to

cease pipeline construction activities on any road so as to not render the road impassable.

Construction activities may resume on the road as soon as the road conditions are favorable.

V. Owner, at its own expense, shall maintain a general liability insurance policy in an amount sufficient to insure against loss or damages caused by the construction, maintenance and operation of the pipeline. The general liability insurance requirement may be met by a combination of self-insurance, primary and excess insurance policies. Owner shall also, at its own expense, carry worker's compensation insurance as required by law.

VI. Owner, its successors and assigns agree to release, defend, indemnify, and hold harmless the County its respective commissioners, agents and employees (collectively, the "Indemnified Parties"), from any and all costs, losses, claims, judgments, settlements, and damages of every kind and character to real property, personal property or persons (including, without limitation, claims involving environmental laws and regulations, pollution. contamination of ground waters, personal injury and death), lawsuits and/or causes of action (including reasonable attorneys' fees, expert fees and court costs) (collectively "Claims"), which may grow out of, arise from, or in any manner be connected with the activities of Owner's agents, invitees, guests, contractors, servants and employees, on the license area, or any adjacent property, including, without limitation, any Claims arising from loss of subsurface support of any County road and any Claims arising from the production or transportation of materials through any pipeline. For purposes of this license, environmental laws and regulations include, without limitation, the federal Oil Pollution Act (OPA), the federal Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the federal Resource Conservation and Recovery Act (RCRA), the federal Clean Water Act, the Texas Solid Waste Disposal Act.

(TSWDA), the Texas Water Code (TWC), and the federal, state and local rules, regulations, ordinances, orders and governmental directives implementing such statutes.

As used in this license, the term "Hazardous Materials" means any substance or material defined or identified as hazardous, extra-hazardous, toxic or radioactive or subject to regulation as a solid waste or pollutant under any applicable federal, state, or local statute or regulation including, without limitation, the environmental laws and regulations referenced herein. "Remedial Work" is defined as any site investigation or monitoring, any cleanup, containment, remediation, removal, or restoration work performed in response to any federal. state or local government authority or private party action ("action"), or pursuant to any federal, state or local statute, rule, regulation, ordinance, order, governmental directive or other laws ("law"). Owner agrees, for the benefit of the County and any adjacent surface owner, (1) to remove from the license area, if, as and when required by any action or law, any Hazardous Materials placed or released thereon by Owner (including its contractors), (2) to perform Remedial Work where the need therefore arises in connection with **Owner's** (including its contractors) operations or activities on the license area or any adjacent property, and (3) to comply in all respects with all laws governing operations by Owner (including its contractors) and Remedial Work on or associated with the license area and any adjacent property. Remedial Work shall be performed by one or more contractors selected by Owner under the supervision of an engineer selected by Owner. All costs and expenses of Remedial Work resulting from Owner's (including its drillers' and other contactors') operations shall be paid by Owner, including, without limitation, the charges of such contractors and/or the consulting engineer and the County's reasonable attorneys' fees and costs incurred in connection with the monitoring or review of Remedial Work. If Owner shall fail to timely commence or cause to be commenced,

or fail to diligently prosecute to completion, such Remedial Work, the County may (but shall not be required to), after first giving Owner thirty (30) days notice of its failure and Owner's continued failure to perform, cause such Remedial Work to be performed and Owner will reimburse all reasonable costs of same on demand. The provisions of this Article shall not constitute approval or obligate The County or the surface owner to consent to the imposition of any engineering or institutional control that would restrict or limit future use of the License area for any purpose including, without limitation, any deed restriction or limitation on the use of groundwater or use of the property for residential purposes. Owner will notify the County and surface owner of any claim or other action by any governmental agency or any third party involving the actual or alleged existence of Hazardous Materials on the License area or any adjoining property and provide the County and surface owner with copies of (1) any notice of any actual or threatened release of Hazardous Materials given by Owner pursuant to any law and (2) any report of and response to any such release including all Remedial Work. Owner, its successors and assigns, in accordance with the provisions of Article 8, will release, indemnify, pay and protect, defend and save the Indemnified Parties harmless from all claims, liabilities, fees and expenses of any kind (including reasonable attorneys' fees, expert fees and costs) that arise from the actual or alleged presence or release of any Hazardous Materials in connection with the operations of **Owner** and **Owner**'s agents, invitees, guests, contractors, servants and employees on the License area or any adjacent property. Such indemnification shall include, without limitation, costs in connection with any Remedial Work performed by the County, surface owner, or any third party in response to any federal, state or governmental authority, laws or regulations, due and payable upon demand by the County or adjacent surface owner. Owner's obligations herein shall survive the termination of this License.

VII. This Agreement shall be binding upon and inure to the benefit of the parties and

their respective heirs, executors, administrators, legal representatives, successors, and assigns.

This Agreement shall be construed under and in accordance with the laws of the

State of Texas, and all obligations of the parties created by this Agreement are performable in

Navarro County, Texas.

IX. In case any one or more of the provisions contained in this Agreement shall for

any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity,

illegality, or unenforceability shall not affect any other provision of the Agreement, and this

Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been

contained in the Agreement.

X. The rights and remedies provided by this Agreement are cumulative, and the use

of any one right or remedy by either party shall not preclude or waive its right to use any or all

other remedies. The rights and remedies provided in this Agreement are given in addition to any

other rights the parties may have by law, statute, ordinance, or otherwise.

EXECUTED this 4th day of

**OWNER** 

By:

Norman L. Winter, Vice President of Land & Right of Way

Company Name: Grand Prix Pipeline, LLC

Address: 811 Louisiana Street, Ste. 2100, Houston, TX. 77002

Phone Number:

713-584-1559

NAVARRO COUNTY

O Sommissioner of Freehet F		
Before me the undersigned notary papeared for the County Judge Commissioner of upon their oath affirmed that they executed consideration set forth herein.	public on this the 2 day of	
KIM SOUTHARD Ngtary ID # 11751507 My Commission Expires December 22, 2020	Notary Public, State of Texas  Printed Name	
	Commission Expires	
Before me the undersigned notary public on this the 4th day of february, 2018, appeared Nomen Lunty, who is an authorized representative of Grand fine Pipelineux (Owner) and who being sworn upon their oath affirmed that he is authorized by Owner to sign this License and that he executed the foregoing License for the purposes and consideration set forth herein.		
	Nichelle L Stelly Notary Public, State of Texas	
(seal)  MICHELLE L. STELLY  My Notary ID # 11505873  Expires March 29, 2021	Printed Name  03-29-2021  Commission Expires	

# AGREEMENT FOR LICENSE ADJACENT TO OR CROSSING COUNTY ROADS

#### STATE OF TEXAS §

#### **COUNTY OF NAVARRO §**

## KNOW ALL MEN BY THESE PRESENTS:

Grand Prix Pipeline LLC. Owner of a (pipeline, utility line, gas or sewer line) hereby contracts and covenants with Navarro County ("the County") as follows:

I. <u>Grand Prix Pipeline LLC</u>, desires to construct and maintain a pipeline, utility line, or gas or sewer line in Navarro County, Texas and it is necessary to cross certain county road(s) <u>NW CR 3085</u> located in Precinct #4, more fully described on the map attached hereto as Exhibit A and incorporated herein by reference. The license granted herein shall extend 5 feet on either side of the pipeline as it crosses the county road.

II. In consideration for **the County** granting permission through the issuance of a permit to lay a pipeline, utility line, or gas or sewer line adjacent to or crossing said county roads above described in Navarro County, Texas, the **Owner** hereby warrants, agrees and covenants that any crossing shall be constructed as follows:

All county road crossings shall be bored unless a variance is granted by Navarro County Commissioners Court, and lines underneath such roads shall be cased or otherwise constructed to provide maximum protection against damage or leaks. Owner may not block the county road during construction and must provide for at least one lane of traffic. The points where the pipeline crosses the road shall be clearly marked and the line shall be placed at a depth of no less than 6 (six) feet underneath the lowest part of the **County's** bar ditches and/or road surfaces.

Type of Pipeline: LNG; 30" O.D. API 5L X70 PSL2 DSAW steel w/ .562" W.T.

The transport route (beginning and end): See attached map

(A detailed construction plan must be submitted with application)

Pipelines which run adjacent to a county road and which are within a county road easement shall be placed at a depth of no less than six (6) feet underneath the lowest part of the **County's** bar ditches and/or road surfaces.

The pipeline shall be constructed in a safe and prudent manner and shall consist of only acceptable commercial pipeline materials. The **Owner** shall be responsible for maintaining the pipeline and the license area. In the event the pipeline is ever abandoned or ceases be used for more than 6 consecutive months, this license shall terminate and revert to the **County**. In addition, if the pipeline is ever abandoned or ceases to be used for more than 6 consecutive months, the **Owner** shall, at the **County**'s request, remove the pipeline from the license area and restore the property to its original condition.

## SEE ATTACHMENT "A" IF THIS IS FOR A PETROLEUM PIPELINE.

III. In consideration of the granting of this license (pipeline, utility line, gas or sewer Line) adjacent to or across the **County's** roads, the **Owner** warrants and covenants that any damages which may be caused to County or adjacent property as a result of the construction, maintenance or operation of a pipeline shall be the sole responsibility of the **Owner** and the **Owner** warrants and covenants that the area where the construction takes place shall be repaired and put back in the same condition as it originally was before such construction took place.

IV. The **County** and **Owner** hereby covenant and agree that for each violation of this License agreement, **Owner** shall pay to **the County** liquidated damages in the amount of One Thousand Dollars (\$1,000.00) per day, per violation, until such violation have been corrected and the County's requirements complied with. Such compliance shall be determined by the reasonable discretion of the County Commissioner in whose precinct the work occurs. Notwithstanding the foregoing, no liquidated damages shall be owed unless Owner fails to commence diligent efforts to cure any alleged violation within three business days after receipt of notice from the County of such violation. In the event of inclement weather, **Owner** agrees to

cease pipeline construction activities on any road so as to not render the road impassable.

Construction activities may resume on the road as soon as the road conditions are favorable.

V. Owner, at its own expense, shall maintain a general liability insurance policy in an amount sufficient to insure against loss or damages caused by the construction, maintenance and operation of the pipeline. The general liability insurance requirement may be met by a combination of self-insurance, primary and excess insurance policies. Owner shall also, at its own expense, carry worker's compensation insurance as required by law.

VI. Owner, its successors and assigns agree to release, defend, indemnify, and hold harmless the County its respective commissioners, agents and employees (collectively, the "Indemnified Parties"), from any and all costs, losses, claims, judgments, settlements, and damages of every kind and character to real property, personal property or persons (including, without limitation, claims involving environmental laws and regulations, pollution, contamination of ground waters, personal injury and death), lawsuits and/or causes of action (including reasonable attorneys' fees, expert fees and court costs) (collectively "Claims"), which may grow out of, arise from, or in any manner be connected with the activities of Owner's agents, invitees, guests, contractors, servants and employees, on the license area, or any adjacent property, including, without limitation, any Claims arising from loss of subsurface support of any County road and any Claims arising from the production or transportation of materials through any pipeline. For purposes of this license, environmental laws and regulations include, without limitation, the federal Oil Pollution Act (OPA), the federal Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the federal Resource Conservation and Recovery Act (RCRA), the federal Clean Water Act, the Texas Solid Waste Disposal Act.

(TSWDA), the Texas Water Code (TWC), and the federal, state and local rules, regulations, ordinances, orders and governmental directives implementing such statutes.

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contained in the Agreement.

The rights and remedies provided by this Agreement are cumulative, and the use X.

of any one right or remedy by either party shall not preclude or waive its right to use any or all

other remedies. The rights and remedies provided in this Agreement are given in addition to any

other rights the parties may have by law, statute, ordinance, or otherwise.

EXECUTED this Hay of April

**OWNER** 

Norman L. Winter, Vice President of Land & Right of Way

Company Name: Grand Prix Pipeline, LLC

Address: 811 Louisiana Street, Ste. 2100, Houston, TX. 77002

Phone Number:

713-584-1559

NAVARRO COUN

Before me the undersigned notary appeared Holling Commissioner of upon their oath affirmed that they execute consideration set forth herein.	public on this the day of day of day of lege of Navarro County, and of Precinct 4 of Navarro County, who being sworn d the foregoing License for the purposes and	
KIM SOUTHARD Ngtary ID # 11751507 My Commission Expires December 22, 2020	Notary Public, State of Texas  Printed Name	
	Commission Expires	
Before me the undersigned notary public on this the day of february, 2018, appeared forman Lunks who is an authorized representative of frame fix		
	Notary Public, State of Texas	
(cool)	Michelle L. Stelly	
(seal MICHELLE L. STELLY My Notary ID # 11505873	Printed Name	
Expires March 29, 2021	Commission Expires	

#### AGREEMENT FOR LICENSE ADJACENT TO OR CROSSING COUNTY ROADS

STATE OF TEXAS §

**COUNTY OF NAVARRO §** 

#### KNOW ALL MEN BY THESE PRESENTS:

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I. <u>Grand Prix Pipeline LLC</u>, desires to construct and maintain a pipeline, utility line, or gas or sewer line in Navarro County, Texas and it is necessary to cross certain county road(s) <u>NW CR 3090 -3rd crossing</u> located in Precinct #4, more fully described on the map attached hereto as Exhibit A and incorporated herein by reference. The license granted herein shall extend 5 feet on either side of the pipeline as it crosses the county road.

II. In consideration for **the County** granting permission through the issuance of a permit to lay a pipeline, utility line, or gas or sewer line adjacent to or crossing said county roads above described in Navarro County, Texas, the **Owner** hereby warrants, agrees and covenants that any crossing shall be constructed as follows:

All county road crossings shall be bored unless a variance is granted by Navarro County Commissioners Court, and lines underneath such roads shall be cased or otherwise constructed to provide maximum protection against damage or leaks. Owner may not block the county road during construction and must provide for at least one lane of traffic. The points where the pipeline crosses the road shall be clearly marked and the line shall be placed at a depth of no less than 6 (six) feet underneath the lowest part of the **County's** bar ditches and/or road surfaces.

Type of Pipeline: LNG; 30" O.D. API 5L X70 PSL2 DSAW steel w/ .562" W.T.

The transport route (beginning and end): See attached map

(A detailed construction plan must be submitted with application)

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The pipeline shall be constructed in a safe and prudent manner and shall consist of only acceptable commercial pipeline materials. The **Owner** shall be responsible for maintaining the pipeline and the license area. In the event the pipeline is ever abandoned or ceases be used for more than 6 consecutive months, this license shall terminate and revert to the **County**. In addition, if the pipeline is ever abandoned or ceases to be used for more than 6 consecutive months, the **Owner** shall, at the **County**'s request, remove the pipeline from the license area and restore the property to its original condition.

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IV. The **County** and **Owner** hereby covenant and agree that for each violation of this License agreement. **Owner** shall pay to **the County** liquidated damages in the amount of One Thousand Dollars (\$1,000.00) per day, per violation, until such violation have been corrected and the County's requirements complied with. Such compliance shall be determined by the reasonable discretion of the County Commissioner in whose precinct the work occurs. Notwithstanding the foregoing, no liquidated damages shall be owed unless Owner fails to commence diligent efforts to cure any alleged violation within three business days after receipt of notice from the County of such violation. In the event of inclement weather, **Owner** agrees to

cease pipeline construction activities on any road so as to not render the road impassable.

Construction activities may resume on the road as soon as the road conditions are favorable.

V. Owner, at its own expense, shall maintain a general liability insurance policy in an amount sufficient to insure against loss or damages caused by the construction, maintenance and operation of the pipeline. The general liability insurance requirement may be met by a combination of self-insurance, primary and excess insurance policies. Owner shall also, at its own expense, carry worker's compensation insurance as required by law.

VI. Owner, its successors and assigns agree to release, defend, indemnify, and hold harmless the County its respective commissioners, agents and employees (collectively, the "Indemnified Parties"), from any and all costs, losses, claims, judgments, settlements, and damages of every kind and character to real property, personal property or persons (including, without limitation, claims involving environmental laws and regulations, pollution, contamination of ground waters, personal injury and death), lawsuits and/or causes of action (including reasonable attorneys' fees, expert fees and court costs) (collectively "Claims"), which may grow out of, arise from, or in any manner be connected with the activities of Owner's agents, invitees, guests. contractors, servants and employees, on the license area, or any adjacent property, including, without limitation, any Claims arising from loss of subsurface support of any County road and any Claims arising from the production or transportation of materials through any pipeline. For purposes of this license, environmental laws and regulations include, without limitation, the federal Oil Pollution Act (OPA), the federal Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the federal Resource Conservation and Recovery Act (RCRA), the federal Clean Water Act. the Texas Solid Waste Disposal Act.

(TSWDA), the Texas Water Code (TWC), and the federal, state and local rules, regulations, ordinances, orders and governmental directives implementing such statutes.

As used in this license, the term "Hazardous Materials" means any substance or material defined or identified as hazardous, extra-hazardous, toxic or radioactive or subject to regulation as a solid waste or pollutant under any applicable federal, state, or local statute or regulation including, without limitation, the environmental laws and regulations referenced herein. "Remedial Work" is defined as any site investigation or monitoring, any cleanup. containment, remediation, removal, or restoration work performed in response to any federal, state or local government authority or private party action ("action"), or pursuant to any federal, state or local statute, rule, regulation, ordinance, order, governmental directive or other laws ("law"). Owner agrees, for the benefit of the County and any adjacent surface owner, (1) to remove from the license area, if, as and when required by any action or law, any Hazardous Materials placed or released thereon by **Owner** (including its contractors), (2) to perform Remedial Work where the need therefore arises in connection with Owner's (including its contractors) operations or activities on the license area or any adjacent property, and (3) to comply in all respects with all laws governing operations by **Owner** (including its contractors) and Remedial Work on or associated with the license area and any adjacent property. Remedial Work shall be performed by one or more contractors selected by **Owner** under the supervision of an engineer selected by Owner. All costs and expenses of Remedial Work resulting from Owner's (including its drillers' and other contactors') operations shall be paid by Owner. including, without limitation, the charges of such contractors and/or the consulting engineer and the County's reasonable attorneys' fees and costs incurred in connection with the monitoring or review of Remedial Work. If Owner shall fail to timely commence or cause to be commenced.

or fail to diligently prosecute to completion, such Remedial Work, the County may (but shall not be required to), after first giving Owner thirty (30) days notice of its failure and Owner's continued failure to perform, cause such Remedial Work to be performed and Owner will reimburse all reasonable costs of same on demand. The provisions of this Article shall not constitute approval or obligate The County or the surface owner to consent to the imposition of any engineering or institutional control that would restrict or limit future use of the License area for any purpose including, without limitation, any deed restriction or limitation on the use of groundwater or use of the property for residential purposes. Owner will notify the County and surface owner of any claim or other action by any governmental agency or any third party involving the actual or alleged existence of Hazardous Materials on the License area or any adjoining property and provide the County and surface owner with copies of (1) any notice of any actual or threatened release of Hazardous Materials given by Owner pursuant to any law and (2) any report of and response to any such release including all Remedial Work. Owner, its successors and assigns, in accordance with the provisions of Article 8, will release, indemnify, pay and protect, defend and save the Indemnified Parties harmless from all claims, liabilities, fees and expenses of any kind (including reasonable attorneys' fees, expert fees and costs) that arise from the actual or alleged presence or release of any Hazardous Materials in connection with the operations of Owner and Owner's agents, invitees, guests, contractors, servants and employees on the License area or any adjacent property. Such indemnification shall include. without limitation, costs in connection with any Remedial Work performed by the County. surface owner, or any third party in response to any federal, state or governmental authority, laws or regulations, due and payable upon demand by the County or adjacent surface owner. Owner's obligations herein shall survive the termination of this License.

VII. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

VIII. This Agreement shall be construed under and in accordance with the laws of the

State of Texas, and all obligations of the parties created by this Agreement are performable in

Navarro County, Texas.

IX. In case any one or more of the provisions contained in this Agreement shall for

any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity,

illegality, or unenforceability shall not affect any other provision of the Agreement, and this

Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been

contained in the Agreement.

X. The rights and remedies provided by this Agreement are cumulative, and the use

of any one right or remedy by either party shall not preclude or waive its right to use any or all

other remedies. The rights and remedies provided in this Agreement are given in addition to any

other rights the parties may have by law, statute, ordinance, or otherwise.

**EXECUTED** this 4

day of

20/8

OWNER

By:

Norman L. Winter, Vice President of Land & Right of Way

Company Name: Grand Prix Pipeline, LLC

Address: 811 Louisiana Street, Ste. 2100, Houston, TX. 77002

Phone Number: 713-584-1559

NAVARRO COUNTY

Country

County Judge

By: Amu Olsen  Commissioner of Precinct 4		
Before me the undersigned notary public on this the day of April , 20 8 appeared Holland County Judge of Navarro County, and Commissioner of Precinct 4 of Navarro County, who being sworn upon their oath affirmed that they executed the foregoing License for the purposes and consideration set forth herein.		
KIM SOUTHARD Notary ID # 11751507 My Commission Expires December 22, 2020	Notary Public, State of Texas  Printed Name	
	Commission Expires	
Before me the undersigned notary public on this the the day of february, 2018, appeared forman Lunks, who is an authorized representative of Grand fix Aprime UC (Owner) and who being sworn upon their oath affirmed that he is authorized by Owner to sign this License and that he executed the foregoing License for the purposes and consideration set forth herein.		
	Notary Public, State of Texas	
MICHELLE L. STELLY My Notary ID # 11505873 Expires March 29, 2021	Printed Name  D3-21-2021  Commission Expires	

### AGREEMENT FOR LICENSE ADJACENT TO OR CROSSING COUNTY ROADS

STATE OF TEXAS §

COUNTY OF NAVARRO §

#### KNOW ALL MEN BY THESE PRESENTS:

<u>Grand Prix Pipeline LLC</u>, **Owner** of a (pipeline, utility line, gas or sewer line) hereby contracts and covenants with **Navarro County** ("the County") as follows:

I. <u>Grand Prix Pipeline LLC</u>, desires to construct and maintain a pipeline, utility line, or gas or sewer line in Navarro County, Texas and it is necessary to cross certain county road(s) <u>NW CR 3090 -2nd crossing</u> located in Precinct #4, more fully described on the map attached hereto as Exhibit A and incorporated herein by reference. The license granted herein shall extend 5 feet on either side of the pipeline as it crosses the county road.

II. In consideration for **the County** granting permission through the issuance of a permit to lay a pipeline, utility line, or gas or sewer line adjacent to or crossing said county roads above described in Navarro County, Texas, the **Owner** hereby warrants, agrees and covenants that any crossing shall be constructed as follows:

All county road crossings shall be bored unless a variance is granted by Navarro County Commissioners Court, and lines underneath such roads shall be cased or otherwise constructed to provide maximum protection against damage or leaks. Owner may not block the county road during construction and must provide for at least one lane of traffic. The points where the pipeline crosses the road shall be clearly marked and the line shall be placed at a depth of no less than 6 (six) feet underneath the lowest part of the **County's** bar ditches and/or road surfaces.

Type of Pipeline: LNG; 30" O.D. API 5L X70 PSL2 DSAW steel w/ .562" W.T.

The transport route (beginning and end): See attached map

(A detailed construction plan must be submitted with application)

Pipelines which run adjacent to a county road and which are within a county road easement shall be placed at a depth of no less than six (6) feet underneath the lowest part of the **County's** bar ditches and/or road surfaces.

The pipeline shall be constructed in a safe and prudent manner and shall consist of only acceptable commercial pipeline materials. The **Owner** shall be responsible for maintaining the pipeline and the license area. In the event the pipeline is ever abandoned or ceases be used for more than 6 consecutive months, this license shall terminate and revert to the **County**. In addition, if the pipeline is ever abandoned or ceases to be used for more than 6 consecutive months, the **Owner** shall, at the **County**'s request, remove the pipeline from the license area and restore the property to its original condition.

#### SEE ATTACHMENT "A" IF THIS IS FOR A PETROLEUM PIPELINE.

III. In consideration of the granting of this license (pipeline, utility line, gas or sewer Line) adjacent to or across the **County's** roads, the **Owner** warrants and covenants that any damages which may be caused to County or adjacent property as a result of the construction, maintenance or operation of a pipeline shall be the sole responsibility of the **Owner** and the **Owner** warrants and covenants that the area where the construction takes place shall be repaired and put back in the same condition as it originally was before such construction took place.

IV. The **County** and **Owner** hereby covenant and agree that for each violation of this License agreement, **Owner** shall pay to **the County** liquidated damages in the amount of One Thousand Dollars (\$1,000.00) per day, per violation, until such violation have been corrected and the County's requirements complied with. Such compliance shall be determined by the reasonable discretion of the County Commissioner in whose precinct the work occurs.

Notwithstanding the foregoing, no liquidated damages shall be owed unless Owner fails to commence diligent efforts to cure any alleged violation within three business days after receipt of notice from the County of such violation. In the event of inclement weather, **Owner** agrees to

cease pipeline construction activities on any road so as to not render the road impassable.

Construction activities may resume on the road as soon as the road conditions are favorable.

V. Owner, at its own expense, shall maintain a general liability insurance policy in an amount sufficient to insure against loss or damages caused by the construction, maintenance and operation of the pipeline. The general liability insurance requirement may be met by a combination of self-insurance, primary and excess insurance policies. Owner shall also, at its own expense, carry worker's compensation insurance as required by law.

VI. Owner, its successors and assigns agree to release, defend, indemnify, and hold harmless the County its respective commissioners, agents and employees (collectively, the "Indemnified Parties"), from any and all costs, losses, claims, judgments, settlements, and damages of every kind and character to real property, personal property or persons (including. without limitation, claims involving environmental laws and regulations, pollution, contamination of ground waters, personal injury and death), lawsuits and/or causes of action (including reasonable attorneys' fees, expert fees and court costs) (collectively "Claims"), which may grow out of, arise from, or in any manner be connected with the activities of Owner's agents, invitees, guests, contractors, servants and employees, on the license area, or any adjacent property, including, without limitation, any Claims arising from loss of subsurface support of any County road and any Claims arising from the production or transportation of materials through any pipeline. For purposes of this license, environmental laws and regulations include, without limitation, the federal Oil Pollution Act (OPA), the federal Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the federal Resource Conservation and Recovery Act (RCRA), the federal Clean Water Act. the Texas Solid Waste Disposal Act.

(TSWDA), the Texas Water Code (TWC), and the federal, state and local rules, regulations, ordinances, orders and governmental directives implementing such statutes.

As used in this license, the term "Hazardous Materials" means any substance or material defined or identified as hazardous, extra-hazardous, toxic or radioactive or subject to regulation as a solid waste or pollutant under any applicable federal, state, or local statute or regulation including, without limitation, the environmental laws and regulations referenced herein. "Remedial Work" is defined as any site investigation or monitoring, any cleanup, containment, remediation, removal, or restoration work performed in response to any federal, state or local government authority or private party action ("action"), or pursuant to any federal. state or local statute, rule, regulation, ordinance, order, governmental directive or other laws ("law"). Owner agrees, for the benefit of the County and any adjacent surface owner, (1) to remove from the license area, if, as and when required by any action or law, any Hazardous Materials placed or released thereon by Owner (including its contractors), (2) to perform Remedial Work where the need therefore arises in connection with Owner's (including its contractors) operations or activities on the license area or any adjacent property, and (3) to comply in all respects with all laws governing operations by Owner (including its contractors) and Remedial Work on or associated with the license area and any adjacent property. Remedial Work shall be performed by one or more contractors selected by Owner under the supervision of an engineer selected by Owner. All costs and expenses of Remedial Work resulting from Owner's (including its drillers' and other contactors') operations shall be paid by Owner, including, without limitation, the charges of such contractors and/or the consulting engineer and the County's reasonable attorneys' fees and costs incurred in connection with the monitoring or review of Remedial Work. If Owner shall fail to timely commence or cause to be commenced,

or fail to diligently prosecute to completion, such Remedial Work, the County may (but shall not be required to), after first giving Owner thirty (30) days notice of its failure and Owner's continued failure to perform, cause such Remedial Work to be performed and Owner will reimburse all reasonable costs of same on demand. The provisions of this Article shall not constitute approval or obligate The County or the surface owner to consent to the imposition of any engineering or institutional control that would restrict or limit future use of the License area for any purpose including, without limitation, any deed restriction or limitation on the use of groundwater or use of the property for residential purposes. Owner will notify the County and surface owner of any claim or other action by any governmental agency or any third party involving the actual or alleged existence of Hazardous Materials on the License area or any adjoining property and provide the County and surface owner with copies of (1) any notice of any actual or threatened release of Hazardous Materials given by Owner pursuant to any law and (2) any report of and response to any such release including all Remedial Work. Owner, its successors and assigns, in accordance with the provisions of Article 8, will release, indemnify, pay and protect, defend and save the Indemnified Parties harmless from all claims, liabilities, fees and expenses of any kind (including reasonable attorneys' fees, expert fees and costs) that arise from the actual or alleged presence or release of any Hazardous Materials in connection with the operations of Owner and Owner's agents, invitees, guests, contractors, servants and employees on the License area or any adjacent property. Such indemnification shall include, without limitation, costs in connection with any Remedial Work performed by the County, surface owner, or any third party in response to any federal, state or governmental authority, laws or regulations, due and payable upon demand by the County or adjacent surface owner. Owner's obligations herein shall survive the termination of this License.

VII. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

VIII. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this Agreement are performable in Navarro County, Texas.

IX. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in the Agreement.

X. The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. The rights and remedies provided in this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

EXECUTED this graday of April

OWNER

By:

Norman . Winter, Vice President of Land & Right of Way

Company Name: Grand Prix Pipeline, LLC

Address: 811 Louisiana Street, Ste. 2100, Houston, TX. 77002

Phone Number: 713-584-1559

NAVARRO COUNTA

County Jud

appeared H. M. Alegae the County Judge Commissioner o	public on this the Hay of April , 20/8.  ge of Navarro County, and  f Precinct 4 of Navarro County, who being sworn  the foregoing License for the purposes and	
KIM SOUTHARD Notary ID # 11751507 My Commission Expires December 22, 2020	Notary Public, State of Texas  Printed Name	
	Commission Expires	
Before me the undersigned notary public on this the day of February, 2018, appeared while, who is an authorized representative of Event for Prelingue (Owner) and who being sworn upon their oath affirmed that he is authorized by Owner to sign this License and that he executed the foregoing License for the purposes and consideration set forth herein.		
	Notary Public, State of Texas	
(seal)  MICHELLE L. STELLY  My Notary ID # 11505873  Expires March 29, 2021	Michelle L. Stelly Printed Name	
	03-29-2021	
	Commission Expires	

#### AGREEMENT FOR LICENSE ADJACENT TO OR CROSSING COUNTY ROADS

#### STATE OF TEXAS §

#### **COUNTY OF NAVARRO §**

#### KNOW ALL MEN BY THESE PRESENTS:

<u>Grand Prix Pipeline LLC</u>, **Owner** of a (pipeline, utility line, gas or sewer line) hereby contracts and covenants with **Navarro County** ("the County") as follows:

I. <u>Grand Prix Pipeline LLC</u>, desires to construct and maintain a pipeline, utility line, or gas or sewer line in Navarro County, Texas and it is necessary to cross certain county road(s) <u>NW CR 3090 -1st crossing</u> located in Precinct #4, more fully described on the map attached hereto as Exhibit A and incorporated herein by reference. The license granted herein shall extend 5 feet on either side of the pipeline as it crosses the county road.

II. In consideration for **the County** granting permission through the issuance of a permit to lay a pipeline, utility line, or gas or sewer line adjacent to or crossing said county roads above described in Navarro County, Texas, the **Owner** hereby warrants, agrees and covenants that any crossing shall be constructed as follows:

All county road crossings shall be bored unless a variance is granted by Navarro County Commissioners Court, and lines underneath such roads shall be cased or otherwise constructed to provide maximum protection against damage or leaks. Owner may not block the county road during construction and must provide for at least one lane of traffic. The points where the pipeline crosses the road shall be clearly marked and the line shall be placed at a depth of no less than 6 (six) feet underneath the lowest part of the **County**'s bar ditches and/or road surfaces.

Type of Pipeline: LNG: 30" O.D. API 5L X70 PSL2 DSAW steel w/ .562" W.T.

The transport route (beginning and end): See attached map

(A detailed construction plan must be submitted with application)

Pipelines which run adjacent to a county road and which are within a county road easement shall be placed at a depth of no less than six (6) feet underneath the lowest part of the **County's** bar ditches and/or road surfaces.

The pipeline shall be constructed in a safe and prudent manner and shall consist of only acceptable commercial pipeline materials. The **Owner** shall be responsible for maintaining the pipeline and the license area. In the event the pipeline is ever abandoned or ceases be used for more than 6 consecutive months, this license shall terminate and revert to the **County**. In addition, if the pipeline is ever abandoned or ceases to be used for more than 6 consecutive months, the **Owner** shall, at the **County**'s request, remove the pipeline from the license area and restore the property to its original condition.

### SEE ATTACHMENT "A" IF THIS IS FOR A PETROLEUM PIPELINE.

III. In consideration of the granting of this license (pipeline, utility line, gas or sewer Line) adjacent to or across the **County's** roads, the **Owner** warrants and covenants that any damages which may be caused to County or adjacent property as a result of the construction, maintenance or operation of a pipeline shall be the sole responsibility of the **Owner** and the **Owner** warrants and covenants that the area where the construction takes place shall be repaired and put back in the same condition as it originally was before such construction took place.

IV. The **County** and **Owner** hereby covenant and agree that for each violation of this License agreement, **Owner** shall pay to **the County** liquidated damages in the amount of One Thousand Dollars (\$1,000.00) per day, per violation, until such violation have been corrected and the County's requirements complied with. Such compliance shall be determined by the reasonable discretion of the County Commissioner in whose precinct the work occurs.

Notwithstanding the foregoing, no liquidated damages shall be owed unless Owner fails to commence diligent efforts to cure any alleged violation within three business days after receipt of notice from the County of such violation. In the event of inclement weather, **Owner** agrees to

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Construction activities may resume on the road as soon as the road conditions are favorable.

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VI. Owner, its successors and assigns agree to release, defend, indemnify, and hold harmless the County its respective commissioners, agents and employees (collectively, the "Indemnified Parties"), from any and all costs, losses, claims, judgments, settlements, and damages of every kind and character to real property, personal property or persons (including, without limitation, claims involving environmental laws and regulations, pollution, contamination of ground waters, personal injury and death), lawsuits and/or causes of action (including reasonable attorneys' fees, expert fees and court costs) (collectively "Claims"), which may grow out of, arise from, or in any manner be connected with the activities of Owner's agents, invitees, guests, contractors, servants and employees, on the license area, or any adjacent property, including, without limitation, any Claims arising from loss of subsurface support of any County road and any Claims arising from the production or transportation of materials through any pipeline. For purposes of this license, environmental laws and regulations include, without limitation, the federal Oil Pollution Act (OPA), the federal Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the federal Resource Conservation and Recovery Act (RCRA), the federal Clean Water Act, the Texas Solid Waste Disposal Act.

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Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been

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X. The rights and remedies provided by this Agreement are cumulative, and the use

of any one right or remedy by either party shall not preclude or waive its right to use any or all

other remedies. The rights and remedies provided in this Agreement are given in addition to any

other rights the parties may have by law, statute, ordinance, or otherwise.

EXECUTED this 9 day of Horal

OWNER

Norman L. Winter, Vice President of Land & Right of Way

Company Name: Grand Prix Pipeline, LLC

Address: 811 Louisiana Street, Ste. 2100, Houston, TX. 77002

Phone Number:

713-584-1559

NAVARRO COU

Sommissioner of Frecinci 7		
appeared H. M. Jave the County Judge Commissioner of	public on this the Hay of April . 20/8.  ge of Navarro County, and  f Precinct 4 of Navarro County, who being sworn  the foregoing License for the purposes and	
KIM SOUTHARD Ngtary ID # 11751507 My Commission Expires December 22, 2020	Notary Public, State of Texas  Printed Name	
**	Commission Expires	
Before me the undersigned notary public on this the day of February, 2018, appeared Lunck who is an authorized representative of Grand Pax Pipeline, U.C. (Owner) and who being sworn upon their oath affirmed that he is authorized by Owner to sign this License and that he executed the foregoing License for the purposes and consideration set forth herein.		
	Nichelle & Stelly Notary Public, State of Texas	
(seal) MICHELLE L. STELLY My Notary ID # 11505873	Michelle L. Stelly Printed Name	
Expires March 29, 2021	63-29-2021 Commission Expires	

## AGREEMENT FOR LICENSE ADJACENT TO OR CROSSING COUNTY ROADS

### STATE OF TEXAS §

### COUNTY OF NAVARRO §

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II. In consideration for **the County** granting permission through the issuance of a permit to lay a pipeline, utility line, or gas or sewer line adjacent to or crossing said county roads above described in Navarro County, Texas, the **Owner** hereby warrants, agrees and covenants that any crossing shall be constructed as follows:

All county road crossings shall be bored unless a variance is granted by Navarro County Commissioners Court, and lines underneath such roads shall be cased or otherwise constructed to provide maximum protection against damage or leaks. Owner may not block the county road during construction and must provide for at least one lane of traffic. The points where the pipeline crosses the road shall be clearly marked and the line shall be placed at a depth of no less than 6 (six) feet underneath the lowest part of the **County's** bar ditches and/or road surfaces.

Type of Pipeline: LNG; 30" O.D. API 5L X70 PSL2 DSAW steel w/ .562" W.T.

The transport route (beginning and end): See attached map

(A detailed construction plan must be submitted with application)

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The pipeline shall be constructed in a safe and prudent manner and shall consist of only acceptable commercial pipeline materials. The **Owner** shall be responsible for maintaining the pipeline and the license area. In the event the pipeline is ever abandoned or ceases be used for more than 6 consecutive months, this license shall terminate and revert to the **County**. In addition, if the pipeline is ever abandoned or ceases to be used for more than 6 consecutive months, the **Owner** shall, at the **County**'s request, remove the pipeline from the license area and restore the property to its original condition.

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III. In consideration of the granting of this license (pipeline, utility line, gas or sewer Line) adjacent to or across the **County's** roads, the **Owner** warrants and covenants that any damages which may be caused to County or adjacent property as a result of the construction, maintenance or operation of a pipeline shall be the sole responsibility of the **Owner** and the **Owner** warrants and covenants that the area where the construction takes place shall be repaired and put back in the same condition as it originally was before such construction took place.

IV. The **County** and **Owner** hereby covenant and agree that for each violation of this License agreement, **Owner** shall pay to **the County** liquidated damages in the amount of One Thousand Dollars (\$1,000.00) per day, per violation, until such violation have been corrected and the County's requirements complied with. Such compliance shall be determined by the reasonable discretion of the County Commissioner in whose precinct the work occurs. Notwithstanding the foregoing, no liquidated damages shall be owed unless Owner fails to commence diligent efforts to cure any alleged violation within three business days after receipt of notice from the County of such violation. In the event of inclement weather, **Owner** agrees to

cease pipeline construction activities on any road so as to not render the road impassable.

Construction activities may resume on the road as soon as the road conditions are favorable.

V. Owner, at its own expense, shall maintain a general liability insurance policy in an amount sufficient to insure against loss or damages caused by the construction, maintenance and operation of the pipeline. The general liability insurance requirement may be met by a combination of self-insurance, primary and excess insurance policies. Owner shall also, at its own expense, carry worker's compensation insurance as required by law.

VI. Owner, its successors and assigns agree to release, defend, indemnify, and hold harmless the County its respective commissioners, agents and employees (collectively, the "Indemnified Parties"), from any and all costs, losses, claims, judgments, settlements, and damages of every kind and character to real property, personal property or persons (including, without limitation, claims involving environmental laws and regulations, pollution, contamination of ground waters, personal injury and death), lawsuits and/or causes of action (including reasonable attorneys' fees, expert fees and court costs) (collectively "Claims"), which may grow out of, arise from, or in any manner be connected with the activities of Owner's agents, invitees, guests, contractors, servants and employees, on the license area. or any adjacent property, including, without limitation, any Claims arising from loss of subsurface support of any County road and any Claims arising from the production or transportation of materials through any pipeline. For purposes of this license, environmental laws and regulations include, without limitation, the federal Oil Pollution Act (OPA), the federal Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the federal Resource Conservation and Recovery Act (RCRA), the federal Clean Water Act, the Texas Solid Waste Disposal Act.

(TSWDA), the Texas Water Code (TWC), and the federal, state and local rules, regulations, ordinances, orders and governmental directives implementing such statutes.

As used in this license, the term "Hazardous Materials" means any substance or material defined or identified as hazardous, extra-hazardous, toxic or radioactive or subject to regulation as a solid waste or pollutant under any applicable federal, state, or local statute or regulation including, without limitation, the environmental laws and regulations referenced herein. "Remedial Work" is defined as any site investigation or monitoring, any cleanup, containment, remediation, removal, or restoration work performed in response to any federal, state or local government authority or private party action ("action"), or pursuant to any federal, state or local statute, rule, regulation, ordinance, order, governmental directive or other laws ("law"). Owner agrees, for the benefit of the County and any adjacent surface owner, (1) to remove from the license area, if, as and when required by any action or law, any Hazardous Materials placed or released thereon by Owner (including its contractors), (2) to perform Remedial Work where the need therefore arises in connection with Owner's (including its contractors) operations or activities on the license area or any adjacent property, and (3) to comply in all respects with all laws governing operations by Owner (including its contractors) and Remedial Work on or associated with the license area and any adjacent property. Remedial Work shall be performed by one or more contractors selected by Owner under the supervision of an engineer selected by Owner. All costs and expenses of Remedial Work resulting from Owner's (including its drillers' and other contactors') operations shall be paid by Owner, including, without limitation, the charges of such contractors and/or the consulting engineer and the County's reasonable attorneys' fees and costs incurred in connection with the monitoring or review of Remedial Work. If Owner shall fail to timely commence or cause to be commenced,

or fail to diligently prosecute to completion, such Remedial Work, the County may (but shall not be required to), after first giving Owner thirty (30) days notice of its failure and Owner's continued failure to perform, cause such Remedial Work to be performed and Owner will reimburse all reasonable costs of same on demand. The provisions of this Article shall not constitute approval or obligate The County or the surface owner to consent to the imposition of any engineering or institutional control that would restrict or limit future use of the License area for any purpose including, without limitation, any deed restriction or limitation on the use of groundwater or use of the property for residential purposes. Owner will notify the County and surface owner of any claim or other action by any governmental agency or any third party involving the actual or alleged existence of Hazardous Materials on the License area or any adjoining property and provide the County and surface owner with copies of (1) any notice of any actual or threatened release of Hazardous Materials given by Owner pursuant to any law and (2) any report of and response to any such release including all Remedial Work. Owner, its successors and assigns, in accordance with the provisions of Article 8, will release, indemnify, pay and protect, defend and save the Indemnified Parties harmless from all claims, liabilities. fees and expenses of any kind (including reasonable attorneys' fees, expert fees and costs) that arise from the actual or alleged presence or release of any Hazardous Materials in connection with the operations of Owner and Owner's agents, invitees, guests, contractors, servants and employees on the License area or any adjacent property. Such indemnification shall include, without limitation, costs in connection with any Remedial Work performed by the County. surface owner, or any third party in response to any federal, state or governmental authority, laws or regulations, due and payable upon demand by the County or adjacent surface owner. Owner's obligations herein shall survive the termination of this License.

VII. This Agreement shall be binding upon and inure to the benefit of the parties and

their respective heirs, executors, administrators, legal representatives, successors, and assigns.

VIII. This Agreement shall be construed under and in accordance with the laws of the

State of Texas, and all obligations of the parties created by this Agreement are performable in

Navarro County, Texas.

IX. In case any one or more of the provisions contained in this Agreement shall for

any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity,

illegality, or unenforceability shall not affect any other provision of the Agreement, and this

Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been

contained in the Agreement.

X. The rights and remedies provided by this Agreement are cumulative, and the use

of any one right or remedy by either party shall not preclude or waive its right to use any or all

other remedies. The rights and remedies provided in this Agreement are given in addition to any

other rights the parties may have by law, statute, ordinance, or otherwise.

**EXECUTED** this

day of

20/8

**OWNER** 

By:

Norman L. Winter, Vice President of Land & Right of Way

Company Name: Grand Prix Pipeline, LLC

Address: 811 Louisiana Street, Ste. 2100, Houston, TX. 77002

Phone Number:

713-584-1559

**NAVARRO COUN** 

ga: \_

County Judge

vorn		
Before me the undersigned notary public on this the day of february, 2018, appeared from Lunk, who is an authorized representative of Grand frix Aprime UC (Owner) and who being sworn upon their oath affirmed that he is authorized by Owner to sign this License and that he executed the foregoing License for the purposes and consideration set forth herein.  Outhle L Scaly		

## AGREEMENT FOR LICENSE ADJACENT TO OR CROSSING COUNTY ROADS

#### STATE OF TEXAS §

### **COUNTY OF NAVARRO §**

#### KNOW ALL MEN BY THESE PRESENTS:

<u>Grand Prix Pipeline LLC</u>, **Owner** of a (pipeline, utility line, gas or sewer line) hereby contracts and covenants with **Navarro County** ("the County") as follows:

I. <u>Grand Prix Pipeline LLC</u>, desires to construct and maintain a pipeline, utility line, or gas or sewer line in Navarro County, Texas and it is necessary to cross certain county road(s) <u>NW CR 4190</u> located in Precinct #4, more fully described on the map attached hereto as Exhibit A and incorporated herein by reference. The license granted herein shall extend 5 feet on either side of the pipeline as it crosses the county road.

II. In consideration for **the County** granting permission through the issuance of a permit to lay a pipeline, utility line, or gas or sewer line adjacent to or crossing said county roads above described in Navarro County, Texas, the **Owner** hereby warrants, agrees and covenants that any crossing shall be constructed as follows:

All county road crossings shall be bored unless a variance is granted by Navarro County Commissioners Court, and lines underneath such roads shall be cased or otherwise constructed to provide maximum protection against damage or leaks. Owner may not block the county road during construction and must provide for at least one lane of traffic. The points where the pipeline crosses the road shall be clearly marked and the line shall be placed at a depth of no less than 6 (six) feet underneath the lowest part of the **County's** bar ditches and/or road surfaces.

Type of Pipeline: LNG; 30" O.D. API 5L X70 PSL2 DSAW steel w/ .562" W.T.

The transport route (beginning and end): See attached map

(A detailed construction plan must be submitted with application)

Pipelines which run adjacent to a county road and which are within a county road easement shall be placed at a depth of no less than six (6) feet underneath the lowest part of the **County's** bar ditches and/or road surfaces.

The pipeline shall be constructed in a safe and prudent manner and shall consist of only acceptable commercial pipeline materials. The **Owner** shall be responsible for maintaining the pipeline and the license area. In the event the pipeline is ever abandoned or ceases be used for more than 6 consecutive months, this license shall terminate and revert to the **County**. In addition, if the pipeline is ever abandoned or ceases to be used for more than 6 consecutive months, the **Owner** shall, at the **County**'s request, remove the pipeline from the license area and restore the property to its original condition.

## SEE ATTACHMENT "A" IF THIS IS FOR A PETROLEUM PIPELINE.

III. In consideration of the granting of this license (pipeline, utility line, gas or sewer Line) adjacent to or across the **County's** roads, the **Owner** warrants and covenants that any damages which may be caused to County or adjacent property as a result of the construction, maintenance or operation of a pipeline shall be the sole responsibility of the **Owner** and the **Owner** warrants and covenants that the area where the construction takes place shall be repaired and put back in the same condition as it originally was before such construction took place.

IV. The **County** and **Owner** hereby covenant and agree that for each violation of this License agreement, **Owner** shall pay to **the County** liquidated damages in the amount of One Thousand Dollars (\$1,000.00) per day, per violation, until such violation have been corrected and the County's requirements complied with. Such compliance shall be determined by the reasonable discretion of the County Commissioner in whose precinct the work occurs.

Notwithstanding the foregoing, no liquidated damages shall be owed unless Owner fails to commence diligent efforts to cure any alleged violation within three business days after receipt of notice from the County of such violation. In the event of inclement weather, **Owner** agrees to

cease pipeline construction activities on any road so as to not render the road impassable.

Construction activities may resume on the road as soon as the road conditions are favorable.

V. Owner, at its own expense, shall maintain a general liability insurance policy in an amount sufficient to insure against loss or damages caused by the construction, maintenance and operation of the pipeline. The general liability insurance requirement may be met by a combination of self-insurance, primary and excess insurance policies. Owner shall also, at its own expense, carry worker's compensation insurance as required by law.

VI. Owner, its successors and assigns agree to release, defend, indemnify, and hold harmless the County its respective commissioners, agents and employees (collectively, the "Indemnified Parties"), from any and all costs, losses, claims, judgments, settlements, and damages of every kind and character to real property, personal property or persons (including, without limitation, claims involving environmental laws and regulations, pollution, contamination of ground waters, personal injury and death), lawsuits and/or causes of action (including reasonable attorneys' fees, expert fees and court costs) (collectively "Claims"), which may grow out of, arise from, or in any manner be connected with the activities of Owner's agents, invitees, guests, contractors, servants and employees, on the license area, or any adjacent property, including, without limitation, any Claims arising from loss of subsurface support of any County road and any Claims arising from the production or transportation of materials through any pipeline. For purposes of this license, environmental laws and regulations include, without limitation, the federal Oil Pollution Act (OPA), the federal Comprehensive Environmental Response, Compensation and Liability Act (CERCLA). the federal Resource Conservation and Recovery Act (RCRA), the federal Clean Water Act, the Texas Solid Waste Disposal Act.

(TSWDA), the Texas Water Code (TWC), and the federal, state and local rules, regulations, ordinances, orders and governmental directives implementing such statutes.

As used in this license, the term "Hazardous Materials" means any substance or material defined or identified as hazardous, extra-hazardous, toxic or radioactive or subject to regulation as a solid waste or pollutant under any applicable federal, state, or local statute or regulation including, without limitation, the environmental laws and regulations referenced herein. "Remedial Work" is defined as any site investigation or monitoring, any cleanup, containment, remediation, removal, or restoration work performed in response to any federal, state or local government authority or private party action ("action"), or pursuant to any federal, state or local statute, rule, regulation, ordinance, order, governmental directive or other laws ("law"). Owner agrees, for the benefit of the County and any adjacent surface owner, (1) to remove from the license area, if, as and when required by any action or law, any Hazardous Materials placed or released thereon by Owner (including its contractors), (2) to perform Remedial Work where the need therefore arises in connection with Owner's (including its contractors) operations or activities on the license area or any adjacent property, and (3) to comply in all respects with all laws governing operations by Owner (including its contractors) and Remedial Work on or associated with the license area and any adjacent property. Remedial Work shall be performed by one or more contractors selected by Owner under the supervision of an engineer selected by Owner. All costs and expenses of Remedial Work resulting from Owner's (including its drillers' and other contactors') operations shall be paid by Owner, including, without limitation, the charges of such contractors and/or the consulting engineer and the County's reasonable attorneys' fees and costs incurred in connection with the monitoring or review of Remedial Work. If Owner shall fail to timely commence or cause to be commenced,

or fail to diligently prosecute to completion, such Remedial Work, the County may (but shall not be required to), after first giving Owner thirty (30) days notice of its failure and Owner's continued failure to perform, cause such Remedial Work to be performed and Owner will reimburse all reasonable costs of same on demand. The provisions of this Article shall not constitute approval or obligate The County or the surface owner to consent to the imposition of any engineering or institutional control that would restrict or limit future use of the License area for any purpose including, without limitation, any deed restriction or limitation on the use of groundwater or use of the property for residential purposes. Owner will notify the County and surface owner of any claim or other action by any governmental agency or any third party involving the actual or alleged existence of Hazardous Materials on the License area or any adjoining property and provide the County and surface owner with copies of (1) any notice of any actual or threatened release of Hazardous Materials given by Owner pursuant to any law and (2) any report of and response to any such release including all Remedial Work. Owner, its successors and assigns, in accordance with the provisions of Article 8, will release, indemnify, pay and protect, defend and save the Indemnified Parties harmless from all claims, liabilities. fees and expenses of any kind (including reasonable attorneys' fees, expert fees and costs) that arise from the actual or alleged presence or release of any Hazardous Materials in connection with the operations of Owner and Owner's agents, invitees, guests, contractors, servants and employees on the License area or any adjacent property. Such indemnification shall include. without limitation, costs in connection with any Remedial Work performed by the County, surface owner, or any third party in response to any federal, state or governmental authority, laws or regulations, due and payable upon demand by the County or adjacent surface owner. Owner's obligations herein shall survive the termination of this License.

VII. This Agreement shall be binding upon and inure to the benefit of the parties and

their respective heirs, executors, administrators, legal representatives, successors, and assigns.

VIII. This Agreement shall be construed under and in accordance with the laws of the

State of Texas, and all obligations of the parties created by this Agreement are performable in

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IX. In case any one or more of the provisions contained in this Agreement shall for

any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity.

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Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been

contained in the Agreement.

X. The rights and remedies provided by this Agreement are cumulative, and the use

of any one right or remedy by either party shall not preclude or waive its right to use any or all

other remedies. The rights and remedies provided in this Agreement are given in addition to any

other rights the parties may have by law, statute, ordinance, or otherwise.

EXECUTED this gradual day of April

\_. 20/8

**OWNER** 

By:

Norman L. Winter, Vice President of Land & Right of Way

Company Name: Grand Prix Pipeline, LLC

Address: 811 Louisiana Street, Ste. 2100, Houston, TX. 77002

Phone Number: 7

713-584-1559

NAVARRO COUNT

By:

County Judge

Before me the undersigned notary papeared Holl propose, the County Judge Commissioner of upon their oath affirmed that they executed consideration set forth herein.	public on this the day of	
KIM SOUTHARD Notary ID # 11751507 My Commission Expires December 22, 2020 (SCar)	Notary Public, State of Texas  Printed Name	
	Commission Expires	
Before me the undersigned notary public on this the 9th day of February . 2018, appeared Norman L. work who is an authorized representative of Grand Pix Poeline, us (Owner) and who being sworn upon their oath affirmed that he is authorized by Owner to sign this License and that he executed the foregoing License for the purposes and consideration set forth herein.		
	Nichelle A Solly Notary Public, State of Texas	
	Michelle L. Stelly	
(seal) MICHELLE L. STELLY	Printed Name	
My Notary ID # 11505873 Expires March 29, 2021	O3-29-2021 Commission Expires	

## AGREEMENT FOR LICENSE ADJACENT TO OR CROSSING COUNTY ROADS

STATE OF TEXAS §

**COUNTY OF NAVARRO §** 

#### KNOW ALL MEN BY THESE PRESENTS:

<u>Grand Prix Pipeline LLC</u>, **Owner** of a (pipeline, utility line, gas or sewer line) hereby contracts and covenants with **Navarro County** ("the County") as follows:

I. <u>Grand Prix Pipeline LLC</u>, desires to construct and maintain a pipeline, utility line, or gas or sewer line in Navarro County, Texas and it is necessary to cross certain county road(s) <u>NW CR 4170 – 2nd crossing</u> located in Precinct #4, more fully described on the map attached hereto as Exhibit A and incorporated herein by reference. The license granted herein shall extend 5 feet on either side of the pipeline as it crosses the county road.

II. In consideration for **the County** granting permission through the issuance of a permit to lay a pipeline, utility line, or gas or sewer line adjacent to or crossing said county roads above described in Navarro County, Texas, the **Owner** hereby warrants, agrees and covenants that any crossing shall be constructed as follows:

All county road crossings shall be bored unless a variance is granted by Navarro County Commissioners Court, and lines underneath such roads shall be cased or otherwise constructed to provide maximum protection against damage or leaks. Owner may not block the county road during construction and must provide for at least one lane of traffic. The points where the pipeline crosses the road shall be clearly marked and the line shall be placed at a depth of no less than 6 (six) feet underneath the lowest part of the **County's** bar ditches and/or road surfaces.

Type of Pipeline: LNG: 30" O.D. API 5L X70 PSL2 DSAW steel w/ .562" W.T.

The transport route (beginning and end): See attached map

(A detailed construction plan must be submitted with application)

Pipelines which run adjacent to a county road and which are within a county road easement shall be placed at a depth of no less than six (6) feet underneath the lowest part of the **County's** bar ditches and/or road surfaces.

The pipeline shall be constructed in a safe and prudent manner and shall consist of only acceptable commercial pipeline materials. The **Owner** shall be responsible for maintaining the pipeline and the license area. In the event the pipeline is ever abandoned or ceases be used for more than 6 consecutive months, this license shall terminate and revert to the **County**. In addition, if the pipeline is ever abandoned or ceases to be used for more than 6 consecutive months, the **Owner** shall, at the **County**'s request, remove the pipeline from the license area and restore the property to its original condition.

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IV. The **County** and **Owner** hereby covenant and agree that for each violation of this License agreement, **Owner** shall pay to **the County** liquidated damages in the amount of One Thousand Dollars (\$1,000.00) per day, per violation, until such violation have been corrected and the County's requirements complied with. Such compliance shall be determined by the reasonable discretion of the County Commissioner in whose precinct the work occurs. Notwithstanding the foregoing, no liquidated damages shall be owed unless Owner fails to commence diligent efforts to cure any alleged violation within three business days after receipt of notice from the County of such violation. In the event of inclement weather, **Owner** agrees to

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other remedies. The rights and remedies provided in this Agreement are given in addition to any

other rights the parties may have by law, statute, ordinance, or otherwise.

EXECUTED this 9th day of Hora

**OWNER** 

Norman L. Winter, Vice President of Land & Right of Way

Company Name: Grand Prix Pipeline, LLC

Address: 811 Louisiana Street, Ste. 2100, Houston, TX. 77002

Phone Number:

713-584-1559

NAVARRO COU

Before me the undersigned notary p appeared the County Judg Commissioner of upon their oath affirmed that they executed consideration set forth herein.	ge of Navarro County, and  f Precinct 4 of Navarro County, who being sworn the foregoing License for the purposes and	
Ngtary ID # 11751507 My Commission Expires December 22, 2020	Printed Name  Commission Expires	
Before me the undersigned notary public on this the had of February, 2018, appeared horman Lwinter, who is an authorized representative of Grand rix Prochectic (Owner) and who being sworn upon their oath affirmed that he is authorized by Owner to sign this License and that he executed the foregoing License for the purposes and consideration set forth herein.		
	Notary Public, State of Texas	
	Michelle L. Stelly	
(seal)	Printed Name	
MICHELLE L. STELLY My Notary ID # 11505873	12-22-2001	
Expires March 29, 2021	03-29-2021	
2000	Commission Expires	

# AGREEMENT FOR LICENSE ADJACENT TO OR CROSSING COUNTY ROADS

STATE OF TEXAS §

**COUNTY OF NAVARRO §** 

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Type of Pipeline: LNG; 30" O.D. API 5L X70 PSL2 DSAW steel w/ .562" W.T.

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III. In consideration of the granting of this license (pipeline, utility line, gas or sewer Line) adjacent to or across the **County's** roads, the **Owner** warrants and covenants that any damages which may be caused to County or adjacent property as a result of the construction, maintenance or operation of a pipeline shall be the sole responsibility of the **Owner** and the **Owner** warrants and covenants that the area where the construction takes place shall be repaired and put back in the same condition as it originally was before such construction took place.

IV. The **County** and **Owner** hereby covenant and agree that for each violation of this License agreement, **Owner** shall pay to **the County** liquidated damages in the amount of One Thousand Dollars (\$1,000.00) per day, per violation, until such violation have been corrected and the County's requirements complied with. Such compliance shall be determined by the reasonable discretion of the County Commissioner in whose precinct the work occurs.

Notwithstanding the foregoing, no liquidated damages shall be owed unless Owner fails to commence diligent efforts to cure any alleged violation within three business days after receipt of notice from the County of such violation. In the event of inclement weather, **Owner** agrees to cease pipeline construction activities on any road(s) that is/are damaged, so as to not render the

road impassable. Construction activities may resume on the road(s) as soon as the road(s) conditions are favorable.

V. Owner, at its own expense, shall maintain a general liability insurance policy in an amount sufficient to insure against loss or damages caused by the construction, maintenance and operation of the pipeline. The general liability insurance requirement may be met by a combination of self-insurance, primary and excess insurance policies. Owner shall also, at its own expense, carry worker's compensation insurance as required by law.

VI. Owner, its successors and assigns agree to release, defend, indemnify, and hold harmless the County its respective commissioners, agents and employees (collectively, the "Indemnified Parties"), from any and all costs, losses, claims, judgments, settlements, and damages of every kind and character to real property, personal property or persons (including, without limitation, claims involving environmental laws and regulations, pollution, contamination of ground waters, personal injury and death), lawsuits and/or causes of action (including reasonable attorneys' fees, expert fees and court costs) (collectively "Claims"), which may grow out of, arise from, or in any manner be connected with the activities of Owner's agents, invitees, guests, contractors, servants and employees, on the license area, or any adjacent property, including, without limitation, any Claims arising from loss of subsurface support of any County road and any Claims arising from the production or transportation of materials through any pipeline. For purposes of this license, environmental laws and regulations include, without limitation, the federal Oil Pollution Act (OPA), the federal Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the federal Resource Conservation and Recovery Act (RCRA), the federal Clean Water Act, the Texas Solid Waste Disposal Act.

(TSWDA), the Texas Water Code (TWC), and the federal, state and local rules, regulations, ordinances, orders and governmental directives implementing such statutes.

As used in this license, the term "Hazardous Materials" means any substance or material defined or identified as hazardous, extra-hazardous, toxic or radioactive or subject to regulation as a solid waste or pollutant under any applicable federal, state, or local statute or regulation including, without limitation, the environmental laws and regulations referenced herein. "Remedial Work" is defined as any site investigation or monitoring, any cleanup, containment, remediation, removal, or restoration work performed in response to any federal. state or local government authority or private party action ("action"), or pursuant to any federal, state or local statute, rule, regulation, ordinance, order, governmental directive or other laws ("law"). Owner agrees, for the benefit of the County and any adjacent surface owner, (1) to remove from the license area, if, as and when required by any action or law, any Hazardous Materials placed or released thereon by Owner (including its contractors), (2) to perform Remedial Work where the need therefore arises in connection with Owner's (including its contractors) operations or activities on the license area or any adjacent property, and (3) to comply in all respects with all laws governing operations by Owner (including its contractors) and Remedial Work on or associated with the license area and any adjacent property. Remedial Work shall be performed by one or more contractors selected by Owner under the supervision of an engineer selected by Owner. All costs and expenses of Remedial Work resulting from Owner's (including its drillers' and other contactors') operations shall be paid by Owner. including, without limitation, the charges of such contractors and/or the consulting engineer and the County's reasonable attorneys' fees and costs incurred in connection with the monitoring or review of Remedial Work. If Owner shall fail to timely commence or cause to be commenced.

or fail to diligently prosecute to completion, such Remedial Work, the County may (but shall not be required to), after first giving Owner thirty (30) days notice of its failure and Owner's continued failure to perform, cause such Remedial Work to be performed and Owner will reimburse all reasonable costs of same on demand. The provisions of this Article shall not constitute approval or obligate The County or the surface owner to consent to the imposition of any engineering or institutional control that would restrict or limit future use of the License area for any purpose including, without limitation, any deed restriction or limitation on the use of groundwater or use of the property for residential purposes. Owner will notify the County and surface owner of any claim or other action by any governmental agency or any third party involving the actual or alleged existence of Hazardous Materials on the License area or any adjoining property and provide the County and surface owner with copies of (1) any notice of any actual or threatened release of Hazardous Materials given by Owner pursuant to any law and (2) any report of and response to any such release including all Remedial Work. Owner, its successors and assigns, in accordance with the provisions of Article 8, will release, indemnify, pay and protect, defend and save the Indemnified Parties harmless from all claims, liabilities. fees and expenses of any kind (including reasonable attorneys' fees, expert fees and costs) that arise from the actual or alleged presence or release of any Hazardous Materials in connection with the operations of Owner and Owner's agents, invitees, guests, contractors, servants and employees on the License area or any adjacent property. Such indemnification shall include. without limitation, costs in connection with any Remedial Work performed by the County, surface owner, or any third party in response to any federal, state or governmental authority, laws or regulations, due and payable upon demand by the County or adjacent surface owner. Owner's obligations herein shall survive the termination of this License.

VII. This Agreement shall be binding upon and inure to the benefit of the parties and

their respective heirs, executors, administrators, legal representatives, successors, and assigns.

This Agreement shall be construed under and in accordance with the laws of the

State of Texas, and all obligations of the parties created by this Agreement are performable in

Navarro County, Texas.

IX. In case any one or more of the provisions contained in this Agreement shall for

any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity,

illegality, or unenforceability shall not affect any other provision of the Agreement, and this

Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been

contained in the Agreement.

X. The rights and remedies provided by this Agreement are cumulative, and the use

of any one right or remedy by either party shall not preclude or waive its right to use any or all

other remedies. The rights and remedies provided in this Agreement are given in addition to any

other rights the parties may have by law, statute, ordinance, or otherwise.

**EXECUTED** this day of A

OWNER

Norman L. Winter, Vice President of Land & Right of Way

Company Name: Grand Prix Pipeline, LLC

Address: 811 Louisiana Street, Ste. 2100, Houston, TX. 77002

Phone Number:

713-584-1559

NAVARRO COUN

By:	Carmes Olsen		
0 97	Commissioner of Precinct		

Before me the undersigned notary p appeared Holland, the County Judg Commissioner of upon their oath affirmed that they executed consideration set forth herein.	e of Navarro County, and Precinct 4 of Navarro County, who being sworn	
KIM SOUTHARD Ngtary ID # 11751507 My Commission Expires December 22, 2020	Notary Public, State of Texas  Printed Name	
*27	Commission Expires	
Before me the undersigned notary public on this the day of February, 2018, appeared Deman L. whole, who is an authorized representative of Grand Roix Ripeline, we (Owner) and who being sworn upon their oath affirmed that he is authorized by Owner to sign this License and that he executed the foregoing License for the purposes and consideration set forth herein.		
	Notary Public, State of Texas	
(seal)  MICHELLE L. STELLY My Notary ID # 11505873 Expires March 29, 2021	Michelle L. Stelly Printed Name  03-29-2021 Commission Expires	

### AGREEMENT FOR LICENSE ADJACENT TO OR CROSSING COUNTY ROADS

### STATE OF TEXAS §

### **COUNTY OF NAVARRO §**

### KNOW ALL MEN BY THESE PRESENTS:

<u>Grand Prix Pipeline LLC</u>, **Owner** of a (pipeline, utility line, gas or sewer line) hereby contracts and covenants with **Navarro County** ("the County") as follows:

I. <u>Grand Prix Pipeline LLC</u>, desires to construct and maintain a pipeline, utility line, or gas or sewer line in Navarro County, Texas and it is necessary to cross certain county road(s) <a href="NW CR 4250">NW CR 4250</a> located in Precinct #4, more fully described on the map attached hereto as Exhibit A and incorporated herein by reference. The license granted herein shall extend 5 feet on either side of the pipeline as it crosses the county road.

II. In consideration for **the County** granting permission through the issuance of a permit to lay a pipeline, utility line, or gas or sewer line adjacent to or crossing said county roads above described in Navarro County, Texas, the **Owner** hereby warrants, agrees and covenants that any crossing shall be constructed as follows:

All county road crossings shall be bored unless a variance is granted by Navarro County Commissioners Court, and lines underneath such roads shall be cased or otherwise constructed to provide maximum protection against damage or leaks. Owner may not block the county road during construction and must provide for at least one lane of traffic. The points where the pipeline crosses the road shall be clearly marked and the line shall be placed at a depth of no less than 6 (six) feet underneath the lowest part of the **County's** bar ditches and/or road surfaces.

Type of Pipeline: LNG: 30" O.D. API 5L X70 PSL2 DSAW steel w/ .562" W.T.

The transport route (beginning and end): See attached map

(A detailed construction plan must be submitted with application)

Pipelines which run adjacent to a county road and which are within a county road easement shall be placed at a depth of no less than six (6) feet underneath the lowest part of the **County's** bar ditches and/or road surfaces.

The pipeline shall be constructed in a safe and prudent manner and shall consist of only acceptable commercial pipeline materials. The **Owner** shall be responsible for maintaining the pipeline and the license area. In the event the pipeline is ever abandoned or ceases be used for more than 6 consecutive months, this license shall terminate and revert to the **County**. In addition, if the pipeline is ever abandoned or ceases to be used for more than 6 consecutive months, the **Owner** shall, at the **County**'s request, remove the pipeline from the license area and restore the property to its original condition.

#### SEE ATTACHMENT "A" IF THIS IS FOR A PETROLEUM PIPELINE.

Ill. In consideration of the granting of this license (pipeline, utility line, gas or sewer Line) adjacent to or across the **County's** roads, the **Owner** warrants and covenants that any damages which may be caused to County or adjacent property as a result of the construction, maintenance or operation of a pipeline shall be the sole responsibility of the **Owner** and the **Owner** warrants and covenants that the area where the construction takes place shall be repaired and put back in the same condition as it originally was before such construction took place.

IV. The **County** and **Owner** hereby covenant and agree that for each violation of this License agreement, **Owner** shall pay to **the County** liquidated damages in the amount of One Thousand Dollars (\$1,000.00) per day, per violation, until such violation have been corrected and the County's requirements complied with. Such compliance shall be determined by the reasonable discretion of the County Commissioner in whose precinct the work occurs. Notwithstanding the foregoing, no liquidated damages shall be owed unless Owner fails to commence diligent efforts to cure any alleged violation within three business days after receipt of notice from the County of such violation. In the event of inclement weather, **Owner** agrees to

cease pipeline construction activities on any road so as to not render the road impassable.

Construction activities may resume on the road as soon as the road conditions are favorable.

V. Owner, at its own expense, shall maintain a general liability insurance policy in an amount sufficient to insure against loss or damages caused by the construction, maintenance and operation of the pipeline. The general liability insurance requirement may be met by a combination of self-insurance, primary and excess insurance policies. Owner shall also, at its own expense, carry worker's compensation insurance as required by law.

VI. Owner, its successors and assigns agree to release, defend, indemnify, and hold harmless the County its respective commissioners, agents and employees (collectively, the "Indemnified Parties"), from any and all costs, losses, claims, judgments, settlements, and damages of every kind and character to real property, personal property or persons (including, without limitation, claims involving environmental laws and regulations, pollution, contamination of ground waters, personal injury and death), lawsuits and/or causes of action (including reasonable attorneys' fees, expert fees and court costs) (collectively "Claims"), which may grow out of, arise from, or in any manner be connected with the activities of Owner's agents, invitees, guests, contractors, servants and employees, on the license area, or any adjacent property, including, without limitation, any Claims arising from loss of subsurface support of any County road and any Claims arising from the production or transportation of materials through any pipeline. For purposes of this license, environmental laws and regulations include, without limitation, the federal Oil Pollution Act (OPA), the federal Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the federal Resource Conservation and Recovery Act (RCRA), the federal Clean Water Act, the Texas Solid Waste Disposal Act.

(TSWDA), the Texas Water Code (TWC), and the federal, state and local rules, regulations, ordinances, orders and governmental directives implementing such statutes.

As used in this license, the term "Hazardous Materials" means any substance or material defined or identified as hazardous, extra-hazardous, toxic or radioactive or subject to regulation as a solid waste or pollutant under any applicable federal, state, or local statute or regulation including, without limitation, the environmental laws and regulations referenced herein. "Remedial Work" is defined as any site investigation or monitoring, any cleanup. containment, remediation, removal, or restoration work performed in response to any federal, state or local government authority or private party action ("action"), or pursuant to any federal, state or local statute, rule, regulation, ordinance, order, governmental directive or other laws ("law"). Owner agrees, for the benefit of the County and any adjacent surface owner, (1) to remove from the license area, if, as and when required by any action or law, any Hazardous Materials placed or released thereon by **Owner** (including its contractors), (2) to perform Remedial Work where the need therefore arises in connection with Owner's (including its contractors) operations or activities on the license area or any adjacent property, and (3) to comply in all respects with all laws governing operations by Owner (including its contractors) and Remedial Work on or associated with the license area and any adjacent property. Remedial Work shall be performed by one or more contractors selected by Owner under the supervision of an engineer selected by Owner. All costs and expenses of Remedial Work resulting from Owner's (including its drillers' and other contactors') operations shall be paid by Owner, including, without limitation, the charges of such contractors and/or the consulting engineer and the County's reasonable attorneys' fees and costs incurred in connection with the monitoring or review of Remedial Work. If Owner shall fail to timely commence or cause to be commenced,

or fail to diligently prosecute to completion, such Remedial Work, the County may (but shall not be required to), after first giving Owner thirty (30) days notice of its failure and Owner's continued failure to perform, cause such Remedial Work to be performed and Owner will reimburse all reasonable costs of same on demand. The provisions of this Article shall not constitute approval or obligate The County or the surface owner to consent to the imposition of any engineering or institutional control that would restrict or limit future use of the License area for any purpose including, without limitation, any deed restriction or limitation on the use of groundwater or use of the property for residential purposes. Owner will notify the County and surface owner of any claim or other action by any governmental agency or any third party involving the actual or alleged existence of Hazardous Materials on the License area or any adjoining property and provide the County and surface owner with copies of (1) any notice of any actual or threatened release of Hazardous Materials given by Owner pursuant to any law and (2) any report of and response to any such release including all Remedial Work. Owner, its successors and assigns, in accordance with the provisions of Article 8, will release, indemnify, pay and protect, defend and save the Indemnified Parties harmless from all claims, liabilities, fees and expenses of any kind (including reasonable attorneys' fees, expert fees and costs) that arise from the actual or alleged presence or release of any Hazardous Materials in connection with the operations of Owner and Owner's agents, invitees, guests, contractors, servants and employees on the License area or any adjacent property. Such indemnification shall include. without limitation, costs in connection with any Remedial Work performed by the County, surface owner, or any third party in response to any federal, state or governmental authority, laws or regulations, due and payable upon demand by the County or adjacent surface owner. Owner's obligations herein shall survive the termination of this License.

VII. This Agreement shall be binding upon and inure to the benefit of the parties and

their respective heirs, executors, administrators, legal representatives, successors, and assigns.

VIII. This Agreement shall be construed under and in accordance with the laws of the

State of Texas, and all obligations of the parties created by this Agreement are performable in

Navarro County. Texas.

IX. In case any one or more of the provisions contained in this Agreement shall for

any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity,

illegality, or unenforceability shall not affect any other provision of the Agreement, and this

Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been

contained in the Agreement.

X. The rights and remedies provided by this Agreement are cumulative, and the use

of any one right or remedy by either party shall not preclude or waive its right to use any or all

other remedies. The rights and remedies provided in this Agreement are given in addition to any

other rights the parties may have by law, statute, ordinance, or otherwise.

EXECUTED this 9th day of April

**OWNER** 

Norman L. Winter, Vice President of Land & Right of Way

Company Name: Grand Prix Pipeline, LLC

Address: 811 Louisiana Street, Ste. 2100, Houston, TX. 77002

Phone Number:

713-584-1559

NAVARRO COUN

appeared HML Dreson, the County Judg	Precinct 4 of Navarro County, who being sworn	
KIM SOUTHARD Ngtary ID # 11751507 My Commission Expires December 22, 2020	Notary Public, State of Texas  Printed Name	
	Commission Expires	
Before me the undersigned notary public on this the day of February, 2018, appeared notary public on the day of February, 2018, appeared notary public on the day of February, 2018, appeared notary public on the day of February, 2018, appeared notary public on the day of February, 2018, appeared notary public on the day of February, 2018, appeared notary public on the day of February, 2018, appeared notary public on the		
	Notary Public, State of Texas	
	Michelle L. Stelly	
(seal) MICHELLE L. STELLY My Notary ID # 11505873	Printed Name	
Expires March 29, 2021	03-29-2021 Commission Expires	

### AGREEMENT FOR LICENSE ADJACENT TO OR CROSSING COUNTY ROADS

STATE OF TEXAS §

**COUNTY OF NAVARRO §** 

#### KNOW ALL MEN BY THESE PRESENTS:

<u>Grand Prix Pipeline LLC</u>, **Owner** of a (pipeline, utility line, gas or sewer line) hereby contracts and covenants with **Navarro County** ("the County") as follows:

I. <u>Grand Prix Pipeline LLC</u>, desires to construct and maintain a pipeline, utility line, or gas or sewer line in Navarro County, Texas and it is necessary to cross certain county road(s)

<u>NW CR 4240</u> located in Precinct #4, more fully described on the map attached hereto as Exhibit A and incorporated herein by reference. The license granted herein shall extend 5 feet on either side of the pipeline as it crosses the county road.

II. In consideration for **the County** granting permission through the issuance of a permit to lay a pipeline, utility line, or gas or sewer line adjacent to or crossing said county roads above described in Navarro County. Texas, the **Owner** hereby warrants, agrees and covenants that any crossing shall be constructed as follows:

All county road crossings shall be bored unless a variance is granted by Navarro County Commissioners Court, and lines underneath such roads shall be cased or otherwise constructed to provide maximum protection against damage or leaks. Owner may not block the county road during construction and must provide for at least one lane of traffic. The points where the pipeline crosses the road shall be clearly marked and the line shall be placed at a depth of no less than 6 (six) feet underneath the lowest part of the **County's** bar ditches and/or road surfaces.

Type of Pipeline: LNG: 30" O.D. API 5L X70 PSL2 DSAW steel w/ .562" W.T.

The transport route (beginning and end): See attached map

(A detailed construction plan must be submitted with application)

Pipelines which run adjacent to a county road and which are within a county road easement shall be placed at a depth of no less than six (6) feet underneath the lowest part of the **County's** bar ditches and/or road surfaces.

The pipeline shall be constructed in a safe and prudent manner and shall consist of only acceptable commercial pipeline materials. The **Owner** shall be responsible for maintaining the pipeline and the license area. In the event the pipeline is ever abandoned or ceases be used for more than 6 consecutive months, this license shall terminate and revert to the **County**. In addition, if the pipeline is ever abandoned or ceases to be used for more than 6 consecutive months, the **Owner** shall, at the **County**'s request, remove the pipeline from the license area and restore the property to its original condition.

#### SEE ATTACHMENT "A" IF THIS IS FOR A PETROLEUM PIPELINE.

III. In consideration of the granting of this license (pipeline, utility line, gas or sewer Line) adjacent to or across the **County's** roads, the **Owner** warrants and covenants that any damages which may be caused to County or adjacent property as a result of the construction, maintenance or operation of a pipeline shall be the sole responsibility of the **Owner** and the **Owner** warrants and covenants that the area where the construction takes place shall be repaired and put back in the same condition as it originally was before such construction took place.

IV. The **County** and **Owner** hereby covenant and agree that for each violation of this License agreement, **Owner** shall pay to **the County** liquidated damages in the amount of One Thousand Dollars (\$1,000.00) per day, per violation, until such violation have been corrected and the County's requirements complied with. Such compliance shall be determined by the reasonable discretion of the County Commissioner in whose precinct the work occurs. Notwithstanding the foregoing, no liquidated damages shall be owed unless Owner fails to commence diligent efforts to cure any alleged violation within three business days after receipt of notice from the County of such violation. In the event of inclement weather, **Owner** agrees to

cease pipeline construction activities on any road so as to not render the road impassable.

Construction activities may resume on the road as soon as the road conditions are favorable.

V. Owner, at its own expense, shall maintain a general liability insurance policy in an amount sufficient to insure against loss or damages caused by the construction, maintenance and operation of the pipeline. The general liability insurance requirement may be met by a combination of self-insurance, primary and excess insurance policies. Owner shall also, at its own expense, carry worker's compensation insurance as required by law.

VI. Owner, its successors and assigns agree to release, defend, indemnify, and hold harmless the County its respective commissioners, agents and employees (collectively, the "Indemnified Parties"), from any and all costs, losses, claims, judgments, settlements, and damages of every kind and character to real property, personal property or persons (including, without limitation, claims involving environmental laws and regulations, pollution, contamination of ground waters, personal injury and death), lawsuits and/or causes of action (including reasonable attorneys' fees, expert fees and court costs) (collectively "Claims"), which may grow out of, arise from, or in any manner be connected with the activities of **Owner's** agents, invitees, guests, contractors, servants and employees, on the license area, or any adjacent property, including, without limitation, any Claims arising from loss of subsurface support of any County road and any Claims arising from the production or transportation of materials through any pipeline. For purposes of this license, environmental laws and regulations include, without limitation, the federal Oil Pollution Act (OPA), the federal Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the federal Resource Conservation and Recovery Act (RCRA), the federal Clean Water Act, the Texas Solid Waste Disposal Act.

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other remedies. The rights and remedies provided in this Agreement are given in addition to any

other rights the parties may have by law, statute, ordinance, or otherwise.

EXECUTED this grad day of Horal

**OWNER** 

Norman L. Winter, Vice President of Land & Right of Way

Company Name: Grand Prix Pipeline, LLC

Address: 811 Louisiana Street, Ste. 2100, Houston, TX. 77002

Phone Number:

713-584-1559

NAVARRO CO

Commissioner of Freemer 7	
Before me the undersigned notary prappeared And Alexand the County Judg  Commissioner of upon their oath affirmed that they executed consideration set forth herein.  KIM SOUTHARD Notary 10 # 11751507 My Commission Expires December 22, 2020 (Seal)	Precinct of Navarro County, who being sworn
	Commission Expires
Before me the undersigned notary p appeared notary p	ublic on this the day of February, 2018, norized representative of Grand Par Produce UC

(Owner) and who being sworn upon their oath affirmed that he is authorized by Owner to sign this License and that he executed the foregoing License for the purposes and consideration set

Printed Name

Commission Expires

MICHELLE L. STELLY

My Notary ID # 11505873 Expires March 29, 2021 Notary Public, State of Texas

Michelle L. Stelly

Ame Ober

forth herein.

(seal)

#### AGREEMENT FOR LICENSE ADJACENT TO OR CROSSING COUNTY ROADS

**STATE OF TEXAS §** 

**COUNTY OF NAVARRO §** 

#### KNOW ALL MEN BY THESE PRESENTS:

Grand Prix Pipeline LLC, Owner of a (pipeline, utility line, gas or sewer line) hereby contracts and covenants with Navarro County ("the County") as follows:

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<u>NW CR 4230</u> located in Precinct #\_4, more fully described on the map attached hereto as Exhibit A and incorporated herein by reference. The license granted herein shall extend 5 feet on either side of the pipeline as it crosses the county road.

II. In consideration for **the County** granting permission through the issuance of a permit to lay a pipeline, utility line, or gas or sewer line adjacent to or crossing said county roads above described in Navarro County, Texas, the **Owner** hereby warrants, agrees and covenants that any crossing shall be constructed as follows:

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Type of Pipeline: LNG; 30" O.D. API 5L X70 PSL2 DSAW steel w/ .562" W.T.

The transport route (beginning and end): See attached map

(A detailed construction plan must be submitted with application)

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The pipeline shall be constructed in a safe and prudent manner and shall consist of only acceptable commercial pipeline materials. The **Owner** shall be responsible for maintaining the pipeline and the license area. In the event the pipeline is ever abandoned or ceases be used for more than 6 consecutive months, this license shall terminate and revert to the **County**. In addition, if the pipeline is ever abandoned or ceases to be used for more than 6 consecutive months, the **Owner** shall, at the **County**'s request, remove the pipeline from the license area and restore the property to its original condition.

#### SEE ATTACHMENT "A" IF THIS IS FOR A PETROLEUM PIPELINE.

III. In consideration of the granting of this license (pipeline, utility line, gas or sewer Line) adjacent to or across the **County's** roads, the **Owner** warrants and covenants that any damages which may be caused to County or adjacent property as a result of the construction, maintenance or operation of a pipeline shall be the sole responsibility of the **Owner** and the **Owner** warrants and covenants that the area where the construction takes place shall be repaired and put back in the same condition as it originally was before such construction took place.

IV. The **County** and **Owner** hereby covenant and agree that for each violation of this License agreement, **Owner** shall pay to **the County** liquidated damages in the amount of One Thousand Dollars (\$1,000.00) per day, per violation, until such violation have been corrected and the County's requirements complied with. Such compliance shall be determined by the reasonable discretion of the County Commissioner in whose precinct the work occurs.

Notwithstanding the foregoing, no liquidated damages shall be owed unless Owner fails to commence diligent efforts to cure any alleged violation within three business days after receipt of notice from the County of such violation. In the event of inclement weather, **Owner** agrees to

cease pipeline construction activities on any road so as to not render the road impassable.

Construction activities may resume on the road as soon as the road conditions are favorable.

V. Owner, at its own expense, shall maintain a general liability insurance policy in an amount sufficient to insure against loss or damages caused by the construction, maintenance and operation of the pipeline. The general liability insurance requirement may be met by a combination of self-insurance, primary and excess insurance policies. Owner shall also, at its own expense, carry worker's compensation insurance as required by law.

VI. Owner, its successors and assigns agree to release, defend, indemnify, and hold harmless the County its respective commissioners, agents and employees (collectively, the "Indemnified Parties"), from any and all costs, losses, claims, judgments, settlements, and damages of every kind and character to real property, personal property or persons (including, without limitation, claims involving environmental laws and regulations, pollution, contamination of ground waters, personal injury and death), lawsuits and/or causes of action (including reasonable attorneys' fees, expert fees and court costs) (collectively "Claims"), which may grow out of, arise from, or in any manner be connected with the activities of Owner's agents, invitees, guests, contractors, servants and employees, on the license area, or any adjacent property, including, without limitation, any Claims arising from loss of subsurface support of any County road and any Claims arising from the production or transportation of materials through any pipeline. For purposes of this license, environmental laws and regulations include, without limitation, the federal Oil Pollution Act (OPA), the federal Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the federal Resource Conservation and Recovery Act (RCRA), the federal Clean Water Act, the Texas Solid Waste Disposal Act.

(TSWDA), the Texas Water Code (TWC), and the federal, state and local rules, regulations, ordinances, orders and governmental directives implementing such statutes.

As used in this license, the term "Hazardous Materials" means any substance or material defined or identified as hazardous, extra-hazardous, toxic or radioactive or subject to regulation as a solid waste or pollutant under any applicable federal, state, or local statute or regulation including, without limitation, the environmental laws and regulations referenced herein. "Remedial Work" is defined as any site investigation or monitoring, any cleanup. containment, remediation, removal, or restoration work performed in response to any federal, state or local government authority or private party action ("action"), or pursuant to any federal. state or local statute, rule, regulation, ordinance, order, governmental directive or other laws ("law"). Owner agrees, for the benefit of the County and any adjacent surface owner, (1) to remove from the license area, if, as and when required by any action or law, any Hazardous Materials placed or released thereon by **Owner** (including its contractors), (2) to perform Remedial Work where the need therefore arises in connection with **Owner's** (including its contractors) operations or activities on the license area or any adjacent property, and (3) to comply in all respects with all laws governing operations by **Owner** (including its contractors) and Remedial Work on or associated with the license area and any adjacent property. Remedial Work shall be performed by one or more contractors selected by **Owner** under the supervision of an engineer selected by **Owner**. All costs and expenses of Remedial Work resulting from Owner's (including its drillers' and other contactors') operations shall be paid by Owner, including, without limitation, the charges of such contractors and/or the consulting engineer and the County's reasonable attorneys' fees and costs incurred in connection with the monitoring or review of Remedial Work. If Owner shall fail to timely commence or cause to be commenced,

or fail to diligently prosecute to completion, such Remedial Work, the County may (but shall not be required to), after first giving Owner thirty (30) days notice of its failure and Owner's continued failure to perform, cause such Remedial Work to be performed and Owner will reimburse all reasonable costs of same on demand. The provisions of this Article shall not constitute approval or obligate The County or the surface owner to consent to the imposition of any engineering or institutional control that would restrict or limit future use of the License area for any purpose including, without limitation, any deed restriction or limitation on the use of groundwater or use of the property for residential purposes. Owner will notify the County and surface owner of any claim or other action by any governmental agency or any third party involving the actual or alleged existence of Hazardous Materials on the License area or any adjoining property and provide the County and surface owner with copies of (1) any notice of any actual or threatened release of Hazardous Materials given by **Owner** pursuant to any law and (2) any report of and response to any such release including all Remedial Work. Owner, its successors and assigns, in accordance with the provisions of Article 8, will release, indemnify, pay and protect, defend and save the Indemnified Parties harmless from all claims, liabilities. fees and expenses of any kind (including reasonable attorneys' fees, expert fees and costs) that arise from the actual or alleged presence or release of any Hazardous Materials in connection with the operations of Owner and Owner's agents, invitees, guests, contractors, servants and employees on the License area or any adjacent property. Such indemnification shall include, without limitation, costs in connection with any Remedial Work performed by the County, surface owner, or any third party in response to any federal, state or governmental authority, laws or regulations, due and payable upon demand by the County or adjacent surface owner. Owner's obligations herein shall survive the termination of this License.

VII. This Agreement shall be binding upon and inure to the benefit of the parties and

their respective heirs, executors, administrators, legal representatives, successors, and assigns.

This Agreement shall be construed under and in accordance with the laws of the

State of Texas, and all obligations of the parties created by this Agreement are performable in

Navarro County, Texas.

IX. In case any one or more of the provisions contained in this Agreement shall for

any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity,

illegality, or unenforceability shall not affect any other provision of the Agreement, and this

Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been

contained in the Agreement.

X. The rights and remedies provided by this Agreement are cumulative, and the use

of any one right or remedy by either party shall not preclude or waive its right to use any or all

other remedies. The rights and remedies provided in this Agreement are given in addition to any

other rights the parties may have by law, statute, ordinance, or otherwise.

OWNER

By:

Norman L. Winter, Vice President of Land & Right of Way

Company Name: Grand Prix Pipeline, LLC

Address: 811 Louisiana Street, Ste. 2100, Houston, TX. 77002

**Phone Number:** 

713-584-1559

NAVARRO COL



Before me the undersigned notary public on this the day of April appeared H. M. Daregord, the County Judge of Navarro County, and Commissioner of Precinct 4 of Navarro County, who being sworn upon their oath affirmed that they executed the foregoing License for the purposes and consideration set forth herein. KIM SOUTHARD Public, State of Texas Notary ID # 11751507 My Commission Expires December 22, 2020 Printed Name Before me the undersigned notary public on this the hay of February . 2018 appeared Norman L. Winte . who is an authorized representative of Grand Aix Pipeline UC (Owner) and who being sworn upon their oath affirmed that he is authorized by Owner to sign this License and that he executed the foregoing License for the purposes and consideration set forth herein. ichelle J. Stel Notary Public, State of Texas Michelle L. Stelly Printed Name (seal MICHELLE L. STELLY My Notary ID # 11505873 03.29.2021 Expires March 29, 2021 Commission Expires

# AGREEMENT FOR LICENSE ADJACENT TO OR CROSSING COUNTY ROADS

### STATE OF TEXAS §

### **COUNTY OF NAVARRO §**

## KNOW ALL MEN BY THESE PRESENTS:

Grand Prix Pipeline LLC Owner of a (pipeline, utility line, gas or sewer line) hereby contracts and covenants with Navarro County ("the County") as follows:

I. <u>Grand Prix Pipeline LLC</u> desires to construct and maintain a pipeline, utility line, or gas or sewer line in Navarro County, Texas and it is necessary to cross certain county road(s) <u>NW CR 4220</u> located in Precinct #\_4, more fully described on the map attached hereto as Exhibit A and incorporated herein by reference. The license granted herein shall extend 5 feet on either side of the pipeline as it crosses the county road.

II. In consideration for **the County** granting permission through the issuance of a permit to lay a pipeline, utility line, or gas or sewer line adjacent to or crossing said county roads above described in Navarro County, Texas, the **Owner** hereby warrants, agrees and covenants that any crossing shall be constructed as follows:

All county road crossings shall be bored unless a variance is granted by Navarro County Commissioners Court, and lines underneath such roads shall be cased or otherwise constructed to provide maximum protection against damage or leaks. Owner may not block the county road during construction and must provide for at least one lane of traffic. The points where the pipeline crosses the road shall be clearly marked and the line shall be placed at a depth of no less than 6 (six) feet underneath the lowest part of the **County's** bar ditches and/or road surfaces.

Type of Pipeline: LNG: 30" O.D. API 5L X70 PSL2 DSAW steel w/ .562" W.T.

The transport route (beginning and end): See attached map

(A detailed construction plan must be submitted with application)

Pipelines which run adjacent to a county road and which are within a county road easement shall be placed at a depth of no less than six (6) feet underneath the lowest part of the **County's** bar ditches and/or road surfaces.

The pipeline shall be constructed in a safe and prudent manner and shall consist of only acceptable commercial pipeline materials. The **Owner** shall be responsible for maintaining the pipeline and the license area. In the event the pipeline is ever abandoned or ceases be used for more than 6 consecutive months, this license shall terminate and revert to the **County**. In addition, if the pipeline is ever abandoned or ceases to be used for more than 6 consecutive months, the **Owner** shall, at the **County**'s request, remove the pipeline from the license area and restore the property to its original condition.

# SEE ATTACHMENT "A" IF THIS IS FOR A PETROLEUM PIPELINE.

III. In consideration of the granting of this license (pipeline, utility line, gas or sewer Line) adjacent to or across the **County's** roads, the **Owner** warrants and covenants that any damages which may be caused to County or adjacent property as a result of the construction, maintenance or operation of a pipeline shall be the sole responsibility of the **Owner** and the **Owner** warrants and covenants that the area where the construction takes place shall be repaired and put back in the same condition as it originally was before such construction took place.

IV. The **County** and **Owner** hereby covenant and agree that for each violation of this License agreement, **Owner** shall pay to **the County** liquidated damages in the amount of One Thousand Dollars (\$1,000.00) per day, per violation, until such violation have been corrected and the County's requirements complied with. Such compliance shall be determined by the reasonable discretion of the County Commissioner in whose precinct the work occurs. Notwithstanding the foregoing, no liquidated damages shall be owed unless Owner fails to commence diligent efforts to cure any alleged violation within three business days after receipt of notice from the County of such violation. In the event of inclement weather, **Owner** agrees to

cease pipeline construction activities on any road so as to not render the road impassable.

Construction activities may resume on the road as soon as the road conditions are favorable.

V. Owner, at its own expense, shall maintain a general liability insurance policy in an amount sufficient to insure against loss or damages caused by the construction, maintenance and operation of the pipeline. The general liability insurance requirement may be met by a combination of self-insurance, primary and excess insurance policies. Owner shall also, at its own expense, carry worker's compensation insurance as required by law.

VI. Owner, its successors and assigns agree to release, defend, indemnify, and hold harmless the County its respective commissioners, agents and employees (collectively, the "Indemnified Parties"), from any and all costs, losses, claims, judgments, settlements, and damages of every kind and character to real property, personal property or persons (including. without limitation, claims involving environmental laws and regulations, pollution, contamination of ground waters, personal injury and death), lawsuits and/or causes of action (including reasonable attorneys' fees, expert fees and court costs) (collectively "Claims"), which may grow out of, arise from, or in any manner be connected with the activities of Owner's agents, invitees, guests, contractors, servants and employees, on the license area, or any adjacent property, including, without limitation, any Claims arising from loss of subsurface support of any County road and any Claims arising from the production or transportation of materials through any pipeline. For purposes of this license, environmental laws and regulations include, without limitation, the federal Oil Pollution Act (OPA), the federal Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the federal Resource Conservation and Recovery Act (RCRA), the federal Clean Water Act, the Texas Solid Waste Disposal Act.

(TSWDA), the Texas Water Code (TWC), and the federal, state and local rules, regulations, ordinances, orders and governmental directives implementing such statutes.

As used in this license, the term "Hazardous Materials" means any substance or material defined or identified as hazardous, extra-hazardous, toxic or radioactive or subject to regulation as a solid waste or pollutant under any applicable federal, state, or local statute or regulation including, without limitation, the environmental laws and regulations referenced herein. "Remedial Work" is defined as any site investigation or monitoring, any cleanup, containment, remediation, removal, or restoration work performed in response to any federal, state or local government authority or private party action ("action"), or pursuant to any federal, state or local statute, rule, regulation, ordinance, order, governmental directive or other laws ("law"). Owner agrees, for the benefit of the County and any adjacent surface owner, (1) to remove from the license area, if, as and when required by any action or law, any Hazardous Materials placed or released thereon by Owner (including its contractors), (2) to perform Remedial Work where the need therefore arises in connection with Owner's (including its contractors) operations or activities on the license area or any adjacent property, and (3) to comply in all respects with all laws governing operations by Owner (including its contractors) and Remedial Work on or associated with the license area and any adjacent property. Remedial Work shall be performed by one or more contractors selected by Owner under the supervision of an engineer selected by Owner. All costs and expenses of Remedial Work resulting from Owner's (including its drillers' and other contactors') operations shall be paid by Owner, including, without limitation, the charges of such contractors and/or the consulting engineer and the County's reasonable attorneys' fees and costs incurred in connection with the monitoring or review of Remedial Work. If Owner shall fail to timely commence or cause to be commenced.

or fail to diligently prosecute to completion, such Remedial Work, the County may (but shall not be required to), after first giving Owner thirty (30) days notice of its failure and Owner's continued failure to perform, cause such Remedial Work to be performed and Owner will reimburse all reasonable costs of same on demand. The provisions of this Article shall not constitute approval or obligate The County or the surface owner to consent to the imposition of any engineering or institutional control that would restrict or limit future use of the License area for any purpose including, without limitation, any deed restriction or limitation on the use of groundwater or use of the property for residential purposes. Owner will notify the County and surface owner of any claim or other action by any governmental agency or any third party involving the actual or alleged existence of Hazardous Materials on the License area or any adjoining property and provide the County and surface owner with copies of (1) any notice of any actual or threatened release of Hazardous Materials given by Owner pursuant to any law and (2) any report of and response to any such release including all Remedial Work. Owner, its successors and assigns, in accordance with the provisions of Article 8, will release, indemnify, pay and protect, defend and save the Indemnified Parties harmless from all claims, liabilities, fees and expenses of any kind (including reasonable attorneys' fees, expert fees and costs) that arise from the actual or alleged presence or release of any Hazardous Materials in connection with the operations of Owner and Owner's agents, invitees, guests, contractors, servants and employees on the License area or any adjacent property. Such indemnification shall include. without limitation, costs in connection with any Remedial Work performed by the County, surface owner, or any third party in response to any federal, state or governmental authority, laws or regulations, due and payable upon demand by the County or adjacent surface owner. Owner's obligations herein shall survive the termination of this License.

VII. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

VIII. This Agreement shall be construed under and in accordance with the laws of the

State of Texas, and all obligations of the parties created by this Agreement are performable in

Navarro County, Texas.

IX. In case any one or more of the provisions contained in this Agreement shall for

any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity,

illegality, or unenforceability shall not affect any other provision of the Agreement, and this

Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been

contained in the Agreement.

X. The rights and remedies provided by this Agreement are cumulative, and the use

of any one right or remedy by either party shall not preclude or waive its right to use any or all

other remedies. The rights and remedies provided in this Agreement are given in addition to any

other rights the parties may have by law, statute, ordinance, or otherwise.

<b>EXECUTED</b>	this	day of	· 	, 20

**OWNER** 

By:

Norman L. Winter, Vice President of Land & Right of Way

Company Name: Grand Prix Pipeline, LLC

Address: 811 Louisiana Street, Ste. 2100, Houston, TX. 77002

Phone Number: 7

713-584-1559

NAVARRO COVINTY

County Judy

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Before me the undersigned notary appeared Antes Office Commissioner upon their oath affirmed that they execute consideration set forth herein.	public on this the day of day of day of day of Navarro County, and of Precinct de de of Navarro County, who being sworn ed the foregoing License for the purposes and
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	a moel
KIM SOUTHARD Netary ID # 11751507	Notary Public, State of Texas
My Commission Expires December 22, 2020	n eller
(Section 22, 2020	Printed Name
	10/00/100
af .	13/33/2030
	Commission Expires
appeared Norman L. Winter, who is an automorphism (Owner) and who being sworn upon their	public on this the day of february, 2018, uthorized representative of Grand Pax Pipeline UC oath affirmed that he is authorized by Owner to sign egoing License for the purposes and consideration set
	Nichelle L. Stelly Notary Public, State of Texas
	Michelle L. Stelly
(seal MICHELLE L. STELLY	Printed Name
My Notary ID # 11505873	03.29.2021
Expires March 29, 2021	Commission Expires
2.0000 3 .0000	Commission Expites

#### AGREEMENT FOR LICENSE ADJACENT TO OR CROSSING COUNTY ROADS

STATE OF TEXAS §

**COUNTY OF NAVARRO §** 

#### KNOW ALL MEN BY THESE PRESENTS:

Grand Prix Pipeline LLC, Owner of a (pipeline, utility line, gas or sewer line) hereby contracts and covenants with Navarro County ("the County") as follows:

I. Grand Prix Pipeline LLC, desires to construct and maintain a pipeline, utility line, or gas or sewer line in Navarro County, Texas and it is necessary to cross certain county road(s)

NW CR 4410 located in Precinct #4, more fully described on the map attached hereto as Exhibit A and incorporated herein by reference. The license granted herein shall extend 5 feet on either side of the pipeline as it crosses the county road.

II. In consideration for **the County** granting permission through the issuance of a permit to lay a pipeline, utility line, or gas or sewer line adjacent to or crossing said county roads above described in Navarro County, Texas, the **Owner** hereby warrants, agrees and covenants that any crossing shall be constructed as follows:

All county road crossings shall be bored unless a variance is granted by Navarro County Commissioners Court, and lines underneath such roads shall be cased or otherwise constructed to provide maximum protection against damage or leaks. Owner may not block the county road during construction and must provide for at least one lane of traffic. The points where the pipeline crosses the road shall be clearly marked and the line shall be placed at a depth of no less than 6 (six) feet underneath the lowest part of the **County's** bar ditches and/or road surfaces.

Type of Pipeline: LNG: 30" O.D. API 5L X70 PSL2 DSAW steel w/ .562" W.T.

The transport route (beginning and end): See attached map

(A detailed construction plan must be submitted with application)

Pipelines which run adjacent to a county road and which are within a county road easement shall be placed at a depth of no less than six (6) feet underneath the lowest part of the **County's** bar ditches and/or road surfaces.

The pipeline shall be constructed in a safe and prudent manner and shall consist of only acceptable commercial pipeline materials. The **Owner** shall be responsible for maintaining the pipeline and the license area. In the event the pipeline is ever abandoned or ceases be used for more than 6 consecutive months, this license shall terminate and revert to the **County**. In addition, if the pipeline is ever abandoned or ceases to be used for more than 6 consecutive months, the **Owner** shall, at the **County**'s request, remove the pipeline from the license area and restore the property to its original condition.

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IV. The **County** and **Owner** hereby covenant and agree that for each violation of this License agreement, **Owner** shall pay to **the County** liquidated damages in the amount of One Thousand Dollars (\$1,000.00) per day, per violation, until such violation have been corrected and the County's requirements complied with. Such compliance shall be determined by the reasonable discretion of the County Commissioner in whose precinct the work occurs. Notwithstanding the foregoing, no liquidated damages shall be owed unless Owner fails to commence diligent efforts to cure any alleged violation within three business days after receipt of notice from the County of such violation. In the event of inclement weather, **Owner** agrees to

cease pipeline construction activities on any road so as to not render the road impassable.

Construction activities may resume on the road as soon as the road conditions are favorable.

V. Owner, at its own expense, shall maintain a general liability insurance policy in an amount sufficient to insure against loss or damages caused by the construction, maintenance and operation of the pipeline. The general liability insurance requirement may be met by a combination of self-insurance, primary and excess insurance policies. Owner shall also, at its own expense, carry worker's compensation insurance as required by law.

VI. Owner, its successors and assigns agree to release, defend, indemnify, and hold harmless the County its respective commissioners, agents and employees (collectively, the "Indemnified Parties"), from any and all costs, losses, claims, judgments, settlements, and damages of every kind and character to real property, personal property or persons (including, without limitation, claims involving environmental laws and regulations, pollution, contamination of ground waters, personal injury and death), lawsuits and/or causes of action (including reasonable attorneys' fees, expert fees and court costs) (collectively "Claims"), which may grow out of, arise from, or in any manner be connected with the activities of Owner's agents, invitees, guests, contractors, servants and employees, on the license area, or any adjacent property, including, without limitation, any Claims arising from loss of subsurface support of any County road and any Claims arising from the production or transportation of materials through any pipeline. For purposes of this license, environmental laws and regulations include, without limitation, the federal Oil Pollution Act (OPA), the federal Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the federal Resource Conservation and Recovery Act (RCRA), the federal Clean Water Act, the Texas Solid Waste Disposal Act.

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Owner's obligations herein shall survive the termination of this License.

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contained in the Agreement.

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of any one right or remedy by either party shall not preclude or waive its right to use any or all

other remedies. The rights and remedies provided in this Agreement are given in addition to any

other rights the parties may have by law, statute, ordinance, or otherwise.

EXECUTED this 9 day of April

OWNER

Norman L. Winter, Vice President of Land & Right of Way

Company Name: Grand Prix Pipeline, LLC

Address: 811 Louisiana Street, Ste. 2100, Houston, TX. 77002

Phone Number:

713-584-1559

NAVARRO OØUN

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appeared H.M. Auganthe Count	otary public on this the day of day of y Judge of Navarro County, and oner of Precinct 4 of Navarro County, who being sworn ecuted the foregoing License for the purposes and
KIM SOUTHARD Notary ID # 11751507 My Commission Expires December 22, 2020	Notary Public, State of Texas  Printed Name
	Commission Expires
appeared <b>L. Write</b> , who is a (Owner) and who being sworn upon t	an authorized representative of Grand Pix Pipeline II. Their oath affirmed that he is authorized by Owner to sign foregoing License for the purposes and consideration set
	Notary Public, State of Texas
	Michelle L. Stelly
(seal)	Printed Name
MICHELLE L. STELLY My Notary ID # 11505873 Expires March 29, 2021	53-29-2021 Commission Expires

# AGREEMENT FOR LICENSE ADJACENT TO OR CROSSING COUNTY ROADS

# **STATE OF TEXAS §**

# **COUNTY OF NAVARRO §**

#### KNOW ALL MEN BY THESE PRESENTS:

<u>Grand Prix Pipeline LLC</u>, **Owner** of a (pipeline, utility line, gas or sewer line) hereby contracts and covenants with **Navarro County** ("the County") as follows:

I. <u>Grand Prix Pipeline LLC</u>, desires to construct and maintain a pipeline, utility line, or gas or sewer line in Navarro County, Texas and it is necessary to cross certain county road(s) <u>SW CR 2400</u> located in Precinct #3, more fully described on the map attached hereto as Exhibit A and incorporated herein by reference. The license granted herein shall extend 5 feet on either side of the pipeline as it crosses the county road.

II. In consideration for **the County** granting permission through the issuance of a permit to lay a pipeline, utility line, or gas or sewer line adjacent to or crossing said county roads above described in Navarro County, Texas, the **Owner** hereby warrants, agrees and covenants that any crossing shall be constructed as follows:

All county road crossings shall be bored unless a variance is granted by Navarro County Commissioners Court, and lines underneath such roads shall be cased or otherwise constructed to provide maximum protection against damage or leaks. Owner may not block the county road during construction and must provide for at least one lane of traffic. The points where the pipeline crosses the road shall be clearly marked and the line shall be placed at a depth of no less than 6 (six) feet underneath the lowest part of the **County's** bar ditches and/or road surfaces.

Type of Pipeline: LNG; 30" O.D. API 5L X70 PSL2 DSAW steel w/ .562" W.T.

The transport route (beginning and end): See attached map

(A detailed construction plan must be submitted with application)

Pipelines which run adjacent to a county road and which are within a county road easement shall be placed at a depth of no less than six (6) feet underneath the lowest part of the **County's** bar ditches and/or road surfaces.

The pipeline shall be constructed in a safe and prudent manner and shall consist of only acceptable commercial pipeline materials. The **Owner** shall be responsible for maintaining the pipeline and the license area. In the event the pipeline is ever abandoned or ceases be used for more than 6 consecutive months, this license shall terminate and revert to the **County**. In addition, if the pipeline is ever abandoned or ceases to be used for more than 6 consecutive months, the **Owner** shall, at the **County**'s request, remove the pipeline from the license area and restore the property to its original condition.

#### SEE ATTACHMENT "A" IF THIS IS FOR A PETROLEUM PIPELINE.

III. In consideration of the granting of this license (pipeline, utility line, gas or sewer Line) adjacent to or across the **County's** roads, the **Owner** warrants and covenants that any damages which may be caused to County or adjacent property as a result of the construction, maintenance or operation of a pipeline shall be the sole responsibility of the **Owner** and the **Owner** warrants and covenants that the area where the construction takes place shall be repaired and put back in the same condition as it originally was before such construction took place.

IV. The **County** and **Owner** hereby covenant and agree that for each violation of this License agreement, **Owner** shall pay to **the County** liquidated damages in the amount of One Thousand Dollars (\$1,000.00) per day, per violation, until such violation have been corrected and the County's requirements complied with. Such compliance shall be determined by the reasonable discretion of the County Commissioner in whose precinct the work occurs.

Notwithstanding the foregoing, no liquidated damages shall be owed unless Owner fails to commence diligent efforts to cure any alleged violation within three business days after receipt of notice from the County of such violation. In the event of inclement weather, **Owner** agrees to

cease pipeline construction activities on any road so as to not render the road impassable.

Construction activities may resume on the road as soon as the road conditions are favorable.

V. Owner, at its own expense, shall maintain a general liability insurance policy in an amount sufficient to insure against loss or damages caused by the construction, maintenance and operation of the pipeline. The general liability insurance requirement may be met by a combination of self-insurance, primary and excess insurance policies. Owner shall also, at its own expense, carry worker's compensation insurance as required by law.

VI. Owner, its successors and assigns agree to release, defend, indemnify, and hold harmless the County its respective commissioners, agents and employees (collectively, the "Indemnified Parties"), from any and all costs, losses, claims, judgments, settlements, and damages of every kind and character to real property, personal property or persons (including, without limitation, claims involving environmental laws and regulations, pollution, contamination of ground waters, personal injury and death). lawsuits and/or causes of action (including reasonable attorneys' fees, expert fees and court costs) (collectively "Claims"), which may grow out of, arise from, or in any manner be connected with the activities of Owner's agents, invitees, guests, contractors, servants and employees, on the license area, or any adjacent property, including, without limitation, any Claims arising from loss of subsurface support of any County road and any Claims arising from the production or transportation of materials through any pipeline. For purposes of this license, environmental laws and regulations include, without limitation, the federal Oil Pollution Act (OPA), the federal Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the federal Resource Conservation and Recovery Act (RCRA), the federal Clean Water Act, the Texas Solid Waste Disposal Act.

(TSWDA), the Texas Water Code (TWC), and the federal, state and local rules, regulations, ordinances, orders and governmental directives implementing such statutes.

As used in this license, the term "Hazardous Materials" means any substance or material defined or identified as hazardous, extra-hazardous, toxic or radioactive or subject to regulation as a solid waste or pollutant under any applicable federal, state, or local statute or regulation including, without limitation, the environmental laws and regulations referenced herein. "Remedial Work" is defined as any site investigation or monitoring, any cleanup, containment, remediation, removal, or restoration work performed in response to any federal. state or local government authority or private party action ("action"), or pursuant to any federal, state or local statute, rule, regulation, ordinance, order, governmental directive or other laws ("law"). Owner agrees, for the benefit of the County and any adjacent surface owner, (1) to remove from the license area, if, as and when required by any action or law, any Hazardous Materials placed or released thereon by Owner (including its contractors), (2) to perform Remedial Work where the need therefore arises in connection with Owner's (including its contractors) operations or activities on the license area or any adjacent property, and (3) to comply in all respects with all laws governing operations by Owner (including its contractors) and Remedial Work on or associated with the license area and any adjacent property. Remedial Work shall be performed by one or more contractors selected by Owner under the supervision of an engineer selected by Owner. All costs and expenses of Remedial Work resulting from Owner's (including its drillers' and other contactors') operations shall be paid by Owner, including, without limitation, the charges of such contractors and/or the consulting engineer and the County's reasonable attorneys' fees and costs incurred in connection with the monitoring or review of Remedial Work. If Owner shall fail to timely commence or cause to be commenced,

or fail to diligently prosecute to completion, such Remedial Work, the County may (but shall not be required to), after first giving Owner thirty (30) days notice of its failure and Owner's continued failure to perform, cause such Remedial Work to be performed and Owner will reimburse all reasonable costs of same on demand. The provisions of this Article shall not constitute approval or obligate The County or the surface owner to consent to the imposition of any engineering or institutional control that would restrict or limit future use of the License area for any purpose including, without limitation, any deed restriction or limitation on the use of groundwater or use of the property for residential purposes. Owner will notify the County and surface owner of any claim or other action by any governmental agency or any third party involving the actual or alleged existence of Hazardous Materials on the License area or any adjoining property and provide the County and surface owner with copies of (1) any notice of any actual or threatened release of Hazardous Materials given by Owner pursuant to any law and (2) any report of and response to any such release including all Remedial Work. Owner, its successors and assigns, in accordance with the provisions of Article 8, will release, indemnify, pay and protect, defend and save the Indemnified Parties harmless from all claims, liabilities, fees and expenses of any kind (including reasonable attorneys' fees, expert fees and costs) that arise from the actual or alleged presence or release of any Hazardous Materials in connection with the operations of Owner and Owner's agents, invitees, guests, contractors, servants and employees on the License area or any adjacent property. Such indemnification shall include, without limitation, costs in connection with any Remedial Work performed by the County, surface owner, or any third party in response to any federal, state or governmental authority, laws or regulations, due and payable upon demand by the County or adjacent surface owner. Owner's obligations herein shall survive the termination of this License.

VII. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

VIII. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this Agreement are performable in Navarro County, Texas.

IX. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in the Agreement.

X. The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. The rights and remedies provided in this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

	EXECUTED this day of	. 20
OWNER Bv:	D. Wit	

Norman L. Winter, Vice President of Land & Right of Way

Company Name: Grand Prix Pipeline, LLC

Address: 811 Louisiana Street, Ste. 2100, Houston, TX. 77002

Phone Number: 713-584-1559

NAVARRO COUNTY

By:

County Junge

<del>-</del>	
Before me the undersigned notary p appeared H. Move County Judg Commissioner of upon their oath affirmed that they executed consideration set forth herein.	e of Navarro County, and Precinct 3 of Navarro County, who being sworn
KIM SOUTHARD Notary iD # 11751507 My Commission Expires December 22, 2020	Notary Public, State of Texas  Printed Name
	Commission Expires
appeared Numan L. Winker, who is an auth (Owner) and who being sworn upon their or	ublic on this the 9th day of February, 2018, norized representative of Grand Pox Pipeline, want affirmed that he is authorized by Owner to sign sing License for the purposes and consideration set
	Nichelle J. Stelly Notary Public, State of Texas
	Michelle L. Stelly
(seal)  MICHELLE L. STELLY  My Notary ID # 11505873  Expires March 29, 2021	Printed Name  03-24-2021  Commission Funited
	Commission Expires

### AGREEMENT FOR LICENSE ADJACENT TO OR CROSSING COUNTY ROADS

## STATE OF TEXAS §

### **COUNTY OF NAVARRO §**

#### KNOW ALL MEN BY THESE PRESENTS:

<u>Grand Prix Pipeline LLC</u>, **Owner** of a (pipeline, utility line, gas or sewer line) hereby contracts and covenants with **Navarro County** ("the County") as follows:

I. <u>Grand Prix Pipeline LLC</u>, desires to construct and maintain a pipeline, utility line, or gas or sewer line in Navarro County, Texas and it is necessary to cross certain county road(s) <u>SW CR 2140</u> located in Precinct #3, more fully described on the map attached hereto as Exhibit A and incorporated herein by reference. The license granted herein shall extend 5 feet on either side of the pipeline as it crosses the county road.

II. In consideration for **the County** granting permission through the issuance of a permit to lay a pipeline, utility line, or gas or sewer line adjacent to or crossing said county roads above described in Navarro County, Texas, the **Owner** hereby warrants, agrees and covenants that any crossing shall be constructed as follows:

All county road crossings shall be bored unless a variance is granted by Navarro County Commissioners Court, and lines underneath such roads shall be cased or otherwise constructed to provide maximum protection against damage or leaks. Owner may not block the county road during construction and must provide for at least one lane of traffic. The points where the pipeline crosses the road shall be clearly marked and the line shall be placed at a depth of no less than 6 (six) feet underneath the lowest part of the **County's** bar ditches and/or road surfaces.

Type of Pipeline: LNG: 30" O.D. API 5L X70 PSL2 DSAW steel w/ .562" W.T.

The transport route (beginning and end): See attached map

(A detailed construction plan must be submitted with application)

Pipelines which run adjacent to a county road and which are within a county road easement shall be placed at a depth of no less than six (6) feet underneath the lowest part of the **County's** bar ditches and/or road surfaces.

The pipeline shall be constructed in a safe and prudent manner and shall consist of only acceptable commercial pipeline materials. The **Owner** shall be responsible for maintaining the pipeline and the license area. In the event the pipeline is ever abandoned or ceases be used for more than 6 consecutive months, this license shall terminate and revert to the **County**. In addition, if the pipeline is ever abandoned or ceases to be used for more than 6 consecutive months, the **Owner** shall, at the **County**'s request, remove the pipeline from the license area and restore the property to its original condition.

# SEE ATTACHMENT "A" IF THIS IS FOR A PETROLEUM PIPELINE.

III. In consideration of the granting of this license (pipeline, utility line, gas or sewer Line) adjacent to or across the **County's** roads, the **Owner** warrants and covenants that any damages which may be caused to County or adjacent property as a result of the construction, maintenance or operation of a pipeline shall be the sole responsibility of the **Owner** and the **Owner** warrants and covenants that the area where the construction takes place shall be repaired and put back in the same condition as it originally was before such construction took place.

IV. The County and Owner hereby covenant and agree that for each violation of this

License agreement, Owner shall pay to the County liquidated damages in the amount of One

Thousand Dollars (\$1,000.00) per day, per violation, until such violation have been corrected

and the County's requirements complied with. Such compliance shall be determined by the

reasonable discretion of the County Commissioner in whose precinct the work occurs.

Notwithstanding the foregoing, no liquidated damages shall be owed unless Owner fails to

commence diligent efforts to cure any alleged violation within three business days after receipt

of notice from the County of such violation. In the event of inclement weather, Owner agrees to

cease pipeline construction activities on any road(s) that is/are damaged, so as to not render the

road impassable. Construction activities may resume on the road(s) as soon as the road(s) conditions are favorable.

V. Owner, at its own expense, shall maintain a general liability insurance policy in an amount sufficient to insure against loss or damages caused by the construction, maintenance and operation of the pipeline. The general liability insurance requirement may be met by a combination of self-insurance, primary and excess insurance policies. Owner shall also, at its own expense, carry worker's compensation insurance as required by law.

VI. Owner, its successors and assigns agree to release, defend, indemnify, and hold harmless the County its respective commissioners, agents and employees (collectively, the "Indemnified Parties"), from any and all costs, losses, claims, judgments, settlements, and damages of every kind and character to real property, personal property or persons (including, without limitation, claims involving environmental laws and regulations, pollution. contamination of ground waters, personal injury and death), lawsuits and/or causes of action (including reasonable attorneys' fees, expert fees and court costs) (collectively "Claims"), which may grow out of, arise from, or in any manner be connected with the activities of Owner's agents, invitees, guests, contractors, servants and employees, on the license area, or any adjacent property, including, without limitation, any Claims arising from loss of subsurface support of any County road and any Claims arising from the production or transportation of materials through any pipeline. For purposes of this license, environmental laws and regulations include, without limitation, the federal Oil Pollution Act (OPA), the federal Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the federal Resource Conservation and Recovery Act (RCRA), the federal Clean Water Act, the Texas Solid Waste Disposal Act.

(TSWDA), the Texas Water Code (TWC), and the federal, state and local rules, regulations, ordinances, orders and governmental directives implementing such statutes.

As used in this license, the term "Hazardous Materials" means any substance or material defined or identified as hazardous, extra-hazardous, toxic or radioactive or subject to regulation as a solid waste or pollutant under any applicable federal, state, or local statute or regulation including, without limitation, the environmental laws and regulations referenced herein. "Remedial Work" is defined as any site investigation or monitoring, any cleanup, containment, remediation, removal, or restoration work performed in response to any federal, state or local government authority or private party action ("action"), or pursuant to any federal, state or local statute, rule, regulation, ordinance, order, governmental directive or other laws ("law"). Owner agrees, for the benefit of the County and any adjacent surface owner, (1) to remove from the license area, if, as and when required by any action or law, any Hazardous Materials placed or released thereon by Owner (including its contractors), (2) to perform Remedial Work where the need therefore arises in connection with Owner's (including its contractors) operations or activities on the license area or any adjacent property, and (3) to comply in all respects with all laws governing operations by Owner (including its contractors) and Remedial Work on or associated with the license area and any adjacent property. Remedial Work shall be performed by one or more contractors selected by Owner under the supervision of an engineer selected by Owner. All costs and expenses of Remedial Work resulting from Owner's (including its drillers' and other contactors') operations shall be paid by Owner, including, without limitation, the charges of such contractors and/or the consulting engineer and the County's reasonable attorneys' fees and costs incurred in connection with the monitoring or review of Remedial Work. If Owner shall fail to timely commence or cause to be commenced,

or fail to diligently prosecute to completion, such Remedial Work, the County may (but shall not be required to), after first giving Owner thirty (30) days notice of its failure and Owner's continued failure to perform, cause such Remedial Work to be performed and Owner will reimburse all reasonable costs of same on demand. The provisions of this Article shall not constitute approval or obligate The County or the surface owner to consent to the imposition of any engineering or institutional control that would restrict or limit future use of the License area for any purpose including, without limitation, any deed restriction or limitation on the use of groundwater or use of the property for residential purposes. Owner will notify the County and surface owner of any claim or other action by any governmental agency or any third party involving the actual or alleged existence of Hazardous Materials on the License area or any adjoining property and provide the County and surface owner with copies of (1) any notice of any actual or threatened release of Hazardous Materials given by Owner pursuant to any law and (2) any report of and response to any such release including all Remedial Work. Owner, its successors and assigns, in accordance with the provisions of Article 8, will release, indemnify, pay and protect, defend and save the Indemnified Parties harmless from all claims, liabilities, fees and expenses of any kind (including reasonable attorneys' fees, expert fees and costs) that arise from the actual or alleged presence or release of any Hazardous Materials in connection with the operations of Owner and Owner's agents, invitees, guests, contractors, servants and employees on the License area or any adjacent property. Such indemnification shall include, without limitation, costs in connection with any Remedial Work performed by the County, surface owner, or any third party in response to any federal, state or governmental authority, laws or regulations, due and payable upon demand by the County or adjacent surface owner. Owner's obligations herein shall survive the termination of this License.

VII. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

VIII. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this Agreement are performable in Navarro County. Texas.

IX. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity. illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in the Agreement.

X. The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. The rights and remedies provided in this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

	EXECUTED	this	day of	 20
OWNER	0,	t.		

BV: Now 3 Town

Norman L. Winter, Vice President of Land & Right of Way

Company Name: Grand Prix Pipeline, LLC

Address: 811 Louisiana Street, Ste. 2100, Houston, TX. 77002

Phone Number: 713-584-1559

NAVARRO GOUNTY

County Judge

By: Commissioner of Precinct	51
appeared H. Muse of the County Judge Commissioner o	public on this the day of p, 20/8. ge of Navarro County, and f Precinct 3 of Navarro County, who being sworn the foregoing License for the purposes and
KIM SOUTHARD  Notary ID # 11751507  My Commission Expires  December 22, 2020	Notary Public, State of Texas  Printed Name
e e	Commission Expires
appeared <u>norman Lumber</u> , who is an auti (Owner) and who being sworn upon their o	public on this the 9th day of February . 2018, horized representative of And Pix Fipeline UC ath affirmed that he is authorized by Owner to sign bing License for the purposes and consideration set
	Notary Public, State of Texas
	Michelle L. Steffy
(seal)  MICHELLE L. STELLY  My Notary ID # 11505873  Expires March 29, 2021	Printed Name  Commission Expires

### AGREEMENT FOR LICENSE ADJACENT TO OR CROSSING COUNTY ROADS

### STATE OF TEXAS §

#### COUNTY OF NAVARRO §

#### KNOW ALL MEN BY THESE PRESENTS:

<u>Grand Prix Pipeline LLC</u>, **Owner** of a (pipeline, utility line, gas or sewer line) hereby contracts and covenants with **Navarro County** ("the County") as follows:

I. <u>Grand Prix Pipeline LLC</u>, desires to construct and maintain a pipeline, utility line, or gas or sewer line in Navarro County, Texas and it is necessary to cross certain county road(s) <u>SW CR 2110</u> located in Precinct #3, more fully described on the map attached hereto as Exhibit A and incorporated herein by reference. The license granted herein shall extend 5 feet on either side of the pipeline as it crosses the county road.

II. In consideration for **the County** granting permission through the issuance of a permit to lay a pipeline, utility line, or gas or sewer line adjacent to or crossing said county roads above described in Navarro County, Texas, the **Owner** hereby warrants, agrees and covenants that any crossing shall be constructed as follows:

All county road crossings shall be bored unless a variance is granted by Navarro County Commissioners Court, and lines underneath such roads shall be cased or otherwise constructed to provide maximum protection against damage or leaks. Owner may not block the county road during construction and must provide for at least one lane of traffic. The points where the pipeline crosses the road shall be clearly marked and the line shall be placed at a depth of no less than 6 (six) feet underneath the lowest part of the **County's** bar ditches and/or road surfaces.

Type of Pipeline: LNG; 30" O.D. API 5L X70 PSL2 DSAW steel w/ .562" W.T.

The transport route (beginning and end): See attached map

(A detailed construction plan must be submitted with application)

Pipelines which run adjacent to a county road and which are within a county road easement shall be placed at a depth of no less than six (6) feet underneath the lowest part of the **County's** bar ditches and/or road surfaces.

The pipeline shall be constructed in a safe and prudent manner and shall consist of only acceptable commercial pipeline materials. The **Owner** shall be responsible for maintaining the pipeline and the license area. In the event the pipeline is ever abandoned or ceases be used for more than 6 consecutive months, this license shall terminate and revert to the **County**. In addition, if the pipeline is ever abandoned or ceases to be used for more than 6 consecutive months, the **Owner** shall, at the **County**'s request, remove the pipeline from the license area and restore the property to its original condition.

# SEE ATTACHMENT "A" IF THIS IS FOR A PETROLEUM PIPELINE.

III. In consideration of the granting of this license (pipeline, utility line, gas or sewer Line) adjacent to or across the **County's** roads, the **Owner** warrants and covenants that any damages which may be caused to County or adjacent property as a result of the construction, maintenance or operation of a pipeline shall be the sole responsibility of the **Owner** and the **Owner** warrants and covenants that the area where the construction takes place shall be repaired and put back in the same condition as it originally was before such construction took place.

IV. The **County** and **Owner** hereby covenant and agree that for each violation of this License agreement, **Owner** shall pay to **the County** liquidated damages in the amount of One Thousand Dollars (\$1,000.00) per day, per violation, until such violation have been corrected and the County's requirements complied with. Such compliance shall be determined by the reasonable discretion of the County Commissioner in whose precinct the work occurs. Notwithstanding the foregoing, no liquidated damages shall be owed unless Owner fails to commence diligent efforts to cure any alleged violation within three business days after receipt of notice from the County of such violation. In the event of inclement weather, **Owner** agrees to

cease pipeline construction activities on any road so as to not render the road impassable.

Construction activities may resume on the road as soon as the road conditions are favorable.

V. Owner, at its own expense, shall maintain a general liability insurance policy in an amount sufficient to insure against loss or damages caused by the construction, maintenance and operation of the pipeline. The general liability insurance requirement may be met by a combination of self-insurance, primary and excess insurance policies. Owner shall also, at its own expense, carry worker's compensation insurance as required by law.

VI. Owner, its successors and assigns agree to release, defend, indemnify, and hold harmless the County its respective commissioners, agents and employees (collectively, the "Indemnified Parties"), from any and all costs, losses, claims, judgments, settlements, and damages of every kind and character to real property, personal property or persons (including, without limitation, claims involving environmental laws and regulations, pollution, contamination of ground waters, personal injury and death), lawsuits and/or causes of action (including reasonable attorneys' fees, expert fees and court costs) (collectively "Claims"), which may grow out of, arise from, or in any manner be connected with the activities of Owner's agents, invitees, guests, contractors, servants and employees, on the license area, or any adjacent property, including, without limitation, any Claims arising from loss of subsurface support of any County road and any Claims arising from the production or transportation of materials through any pipeline. For purposes of this license, environmental laws and regulations include, without limitation, the federal Oil Pollution Act (OPA), the federal Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the federal Resource Conservation and Recovery Act (RCRA), the federal Clean Water Act, the Texas Solid Waste Disposal Act.

(TSWDA), the Texas Water Code (TWC), and the federal, state and local rules, regulations, ordinances, orders and governmental directives implementing such statutes.

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or fail to diligently prosecute to completion, such Remedial Work, the County may (but shall not be required to), after first giving Owner thirty (30) days notice of its failure and Owner's continued failure to perform, cause such Remedial Work to be performed and Owner will reimburse all reasonable costs of same on demand. The provisions of this Article shall not constitute approval or obligate The County or the surface owner to consent to the imposition of any engineering or institutional control that would restrict or limit future use of the License area for any purpose including, without limitation, any deed restriction or limitation on the use of groundwater or use of the property for residential purposes. Owner will notify the County and surface owner of any claim or other action by any governmental agency or any third party involving the actual or alleged existence of Hazardous Materials on the License area or any adjoining property and provide the County and surface owner with copies of (1) any notice of any actual or threatened release of Hazardous Materials given by Owner pursuant to any law and (2) any report of and response to any such release including all Remedial Work. Owner, its successors and assigns, in accordance with the provisions of Article 8, will release, indemnify. pay and protect, defend and save the Indemnified Parties harmless from all claims, liabilities, fees and expenses of any kind (including reasonable attorneys' fees, expert fees and costs) that arise from the actual or alleged presence or release of any Hazardous Materials in connection with the operations of Owner and Owner's agents, invitees, guests, contractors, servants and employees on the License area or any adjacent property. Such indemnification shall include, without limitation, costs in connection with any Remedial Work performed by the County, surface owner, or any third party in response to any federal, state or governmental authority, laws or regulations, due and payable upon demand by the County or adjacent surface owner.

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State of Texas, and all obligations of the parties created by this Agreement are performable in

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any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity,

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contained in the Agreement.

X. The rights and remedies provided by this Agreement are cumulative, and the use

of any one right or remedy by either party shall not preclude or waive its right to use any or all

other remedies. The rights and remedies provided in this Agreement are given in addition to any

other rights the parties may have by law. statute, ordinance, or otherwise.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_\_\_. 20

**OWNER** 

By:

Norman L. Winter, Vice President of Land & Right of Way

Company Name: Grand Prix Pipeline, LLC

Address: 811 Louisiana Street, Ste. 2100, Houston, TX. 77002

Phone Number: 713-584-1559

NAVARRO COUNTY

County Judge

Commissioner of Precinct 3	
Before me the undersigned notary p appeared for the policy, the County Judg Lower Commissioner of upon their oath affirmed that they executed consideration set forth herein.	ge of Navarro County, and  Frecinct 3 of Navarro County, who being sworn
KIM SOUTHARD  Notary ID # 11751507  My Commission Expires  December 22, 2020	Notary Public, State of Texas  Printed Name    30   30   30   Commission Expires
(Owner) and who being sworn upon their oa	ublic on this the quant day of February 2018, norized representative of Grand first Pipelme, Lie ath affirmed that he is authorized by Owner to sign ing License for the purposes and consideration set  Michelle L Sully  Notary Public, State of Texas
(seal)  MICHELLE L. STELLY  My Notary ID # 11505873  Expires March 29, 2021	Printed Name  53-29-2021  Commission Expires

By:

## AGREEMENT FOR LICENSE ADJACENT TO OR CROSSING COUNTY ROADS

## STATE OF TEXAS §

# COUNTY OF NAVARRO §

## KNOW ALL MEN BY THESE PRESENTS:

<u>Grand Prix Pipeline LLC</u>, **Owner** of a (pipeline, utility line, gas or sewer line) hereby contracts and covenants with **Navarro County** ("the County") as follows:

I. Grand Prix Pipeline LLC, desires to construct and maintain a pipeline, utility line, or gas or sewer line in Navarro County, Texas and it is necessary to cross certain county road(s) SW CR 2100 located in Precinct #3, more fully described on the map attached hereto as Exhibit A and incorporated herein by reference. The license granted herein shall extend 5 feet on either side of the pipeline as it crosses the county road.

II. In consideration for **the County** granting permission through the issuance of a permit to lay a pipeline, utility line, or gas or sewer line adjacent to or crossing said county roads above described in Navarro County, Texas, the **Owner** hereby warrants, agrees and covenants that any crossing shall be constructed as follows:

All county road crossings shall be bored unless a variance is granted by Navarro County Commissioners Court, and lines underneath such roads shall be cased or otherwise constructed to provide maximum protection against damage or leaks. Owner may not block the county road during construction and must provide for at least one lane of traffic. The points where the pipeline crosses the road shall be clearly marked and the line shall be placed at a depth of no less than 6 (six) feet underneath the lowest part of the **County's** bar ditches and/or road surfaces.

Type of Pipeline: LNG; 30" O.D. API 5L X70 PSL2 DSAW steel w/ .562" W.T.

The transport route (beginning and end): See attached map

(A detailed construction plan must be submitted with application)

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The pipeline shall be constructed in a safe and prudent manner and shall consist of only acceptable commercial pipeline materials. The **Owner** shall be responsible for maintaining the pipeline and the license area. In the event the pipeline is ever abandoned or ceases be used for more than 6 consecutive months, this license shall terminate and revert to the **County**. In addition, if the pipeline is ever abandoned or ceases to be used for more than 6 consecutive months, the **Owner** shall, at the **County**'s request, remove the pipeline from the license area and restore the property to its original condition.

# SEE ATTACHMENT "A" IF THIS IS FOR A PETROLEUM PIPELINE.

III. In consideration of the granting of this license (pipeline, utility line, gas or sewer Line) adjacent to or across the **County's** roads, the **Owner** warrants and covenants that any damages which may be caused to County or adjacent property as a result of the construction, maintenance or operation of a pipeline shall be the sole responsibility of the **Owner** and the **Owner** warrants and covenants that the area where the construction takes place shall be repaired and put back in the same condition as it originally was before such construction took place.

IV. The **County** and **Owner** hereby covenant and agree that for each violation of this License agreement, **Owner** shall pay to **the County** liquidated damages in the amount of One Thousand Dollars (\$1,000.00) per day, per violation, until such violation have been corrected and the County's requirements complied with. Such compliance shall be determined by the reasonable discretion of the County Commissioner in whose precinct the work occurs. Notwithstanding the foregoing, no liquidated damages shall be owed unless Owner fails to commence diligent efforts to cure any alleged violation within three business days after receipt of notice from the County of such violation. In the event of inclement weather, **Owner** agrees to

cease pipeline construction activities on any road so as to not render the road impassable.

Construction activities may resume on the road as soon as the road conditions are favorable.

V. Owner, at its own expense, shall maintain a general liability insurance policy in an amount sufficient to insure against loss or damages caused by the construction, maintenance and operation of the pipeline. The general liability insurance requirement may be met by a combination of self-insurance, primary and excess insurance policies. Owner shall also, at its own expense, carry worker's compensation insurance as required by law.

VI. Owner, its successors and assigns agree to release, defend, indemnify, and hold harmless the County its respective commissioners, agents and employees (collectively, the "Indemnified Parties"), from any and all costs, losses, claims, judgments, settlements, and damages of every kind and character to real property, personal property or persons (including, without limitation, claims involving environmental laws and regulations, pollution, contamination of ground waters, personal injury and death), lawsuits and/or causes of action (including reasonable attorneys' fees, expert fees and court costs) (collectively "Claims"), which may grow out of, arise from, or in any manner be connected with the activities of Owner's agents, invitees, guests, contractors, servants and employees, on the license area, or any adjacent property, including, without limitation, any Claims arising from loss of subsurface support of any County road and any Claims arising from the production or transportation of materials through any pipeline. For purposes of this license, environmental laws and regulations include, without limitation, the federal Oil Pollution Act (OPA), the federal Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the federal Resource Conservation and Recovery Act (RCRA), the federal Clean Water Act, the Texas Solid Waste Disposal Act.

(TSWDA), the Texas Water Code (TWC), and the federal, state and local rules, regulations, ordinances, orders and governmental directives implementing such statutes.

As used in this license, the term "Hazardous Materials" means any substance or material defined or identified as hazardous, extra-hazardous, toxic or radioactive or subject to regulation as a solid waste or pollutant under any applicable federal, state, or local statute or regulation including, without limitation, the environmental laws and regulations referenced herein. "Remedial Work" is defined as any site investigation or monitoring, any cleanup, containment, remediation, removal, or restoration work performed in response to any federal. state or local government authority or private party action ("action"), or pursuant to any federal, state or local statute, rule, regulation, ordinance, order, governmental directive or other laws ("law"). Owner agrees, for the benefit of the County and any adjacent surface owner, (1) to remove from the license area, if, as and when required by any action or law, any Hazardous Materials placed or released thereon by Owner (including its contractors), (2) to perform Remedial Work where the need therefore arises in connection with Owner's (including its contractors) operations or activities on the license area or any adjacent property, and (3) to comply in all respects with all laws governing operations by Owner (including its contractors) and Remedial Work on or associated with the license area and any adjacent property. Remedial Work shall be performed by one or more contractors selected by Owner under the supervision of an engineer selected by Owner. All costs and expenses of Remedial Work resulting from Owner's (including its drillers' and other contactors') operations shall be paid by Owner, including, without limitation, the charges of such contractors and/or the consulting engineer and the County's reasonable attorneys' fees and costs incurred in connection with the monitoring or review of Remedial Work. If Owner shall fail to timely commence or cause to be commenced,

or fail to diligently prosecute to completion, such Remedial Work, the County may (but shall not be required to), after first giving Owner thirty (30) days notice of its failure and Owner's continued failure to perform, cause such Remedial Work to be performed and Owner will reimburse all reasonable costs of same on demand. The provisions of this Article shall not constitute approval or obligate The County or the surface owner to consent to the imposition of any engineering or institutional control that would restrict or limit future use of the License area for any purpose including, without limitation, any deed restriction or limitation on the use of groundwater or use of the property for residential purposes. Owner will notify the County and surface owner of any claim or other action by any governmental agency or any third party involving the actual or alleged existence of Hazardous Materials on the License area or any adjoining property and provide the County and surface owner with copies of (1) any notice of any actual or threatened release of Hazardous Materials given by Owner pursuant to any law and (2) any report of and response to any such release including all Remedial Work. Owner, its successors and assigns, in accordance with the provisions of Article 8, will release, indemnify, pay and protect, defend and save the Indemnified Parties harmless from all claims, liabilities, fees and expenses of any kind (including reasonable attorneys' fees, expert fees and costs) that arise from the actual or alleged presence or release of any Hazardous Materials in connection with the operations of Owner and Owner's agents, invitees, guests, contractors, servants and employees on the License area or any adjacent property. Such indemnification shall include, without limitation, costs in connection with any Remedial Work performed by the County, surface owner, or any third party in response to any federal, state or governmental authority, laws or regulations, due and payable upon demand by the County or adjacent surface owner. Owner's obligations herein shall survive the termination of this License.

VII. This Agreement shall be binding upon and inure to the benefit of the parties and

their respective heirs, executors, administrators, legal representatives, successors, and assigns.

VIII. This Agreement shall be construed under and in accordance with the laws of the

State of Texas, and all obligations of the parties created by this Agreement are performable in

Navarro County, Texas.

IX. In case any one or more of the provisions contained in this Agreement shall for

any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity,

illegality, or unenforceability shall not affect any other provision of the Agreement, and this

Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been

contained in the Agreement.

X. The rights and remedies provided by this Agreement are cumulative, and the use

of any one right or remedy by either party shall not preclude or waive its right to use any or all

other remedies. The rights and remedies provided in this Agreement are given in addition to any

other rights the parties may have by law, statute, ordinance, or otherwise.

**EXECUTED** this

day of

. 20

**OWNER** 

By:

Norman L. Winter, Vice President of Land & Right of Way

Company Name: Grand Prix Pipeline, LLC

Address: 811 Louisiana Street, Stc. 2100, Houston, TX. 77002

Phone Number:

713-584-1559

NAVARRO COUNTY

County Judge

	5/1
By: Commissioner of Precinct 3	
Before me the undersigned notary appeared H. M. A. M. County Jud L. Commissioner of upon their oath affirmed that they executed consideration set forth herein.	public on this the day of day of day of precinct 3 of Navarro County, who being sworn day the foregoing License for the purposes and
	(1) Outhors
KIM SOUTHARD Notary ID # 11751507 My Commission Expires December 22, 2020	Notary Public, State of Texas  Printed Name
	12/22/2020
	Commission Expires
appeared <u>Norman L. Wink</u> , who is an aut (Owner) and who being sworn upon their of	chorized representative of <u>Grand Prix Pipeline</u> LC bath affirmed that he is authorized by Owner to sign oing License for the purposes and consideration set
	Nichelle J. Sully
	Notary Public, State of Texas
	Michelle L. Stelly
(seal)	Printed Name
MICHELLE L. STELLY My Notary ID # 11505873 Expires March 29, 2021	03-29-2021
OF STATE OF	Commission Expires

# AGREEMENT FOR LICENSE ADJACENT TO OR CROSSING COUNTY ROADS

STATE OF TEXAS §

**COUNTY OF NAVARRO §** 

#### KNOW ALL MEN BY THESE PRESENTS:

Grand Prix Pipeline LLC, Owner of a (pipeline, utility line, gas or sewer line) hereby contracts and covenants with Navarro County ("the County") as follows:

I. Grand Prix Pipeline LLC, desires to construct and maintain a pipeline, utility line, or gas or sewer line in Navarro County, Texas and it is necessary to cross certain county road(s) SW CR 2380 located in Precinct #3, more fully described on the map attached hereto as Exhibit A and incorporated herein by reference. The license granted herein shall extend 5 feet on either side of the pipeline as it crosses the county road.

II. In consideration for **the County** granting permission through the issuance of a permit to lay a pipeline, utility line, or gas or sewer line adjacent to or crossing said county roads above described in Navarro County, Texas, the **Owner** hereby warrants, agrees and covenants that any crossing shall be constructed as follows:

All county road crossings shall be bored unless a variance is granted by Navarro County Commissioners Court, and lines underneath such roads shall be cased or otherwise constructed to provide maximum protection against damage or leaks. Owner may not block the county road during construction and must provide for at least one lane of traffic. The points where the pipeline crosses the road shall be clearly marked and the line shall be placed at a depth of no less than 6 (six) feet underneath the lowest part of the **County's** bar ditches and/or road surfaces.

Type of Pipeline: LNG: 30" O.D. API 5L X70 PSL2 DSAW steel w/ .562" W.T.

The transport route (beginning and end): See attached map

(A detailed construction plan must be submitted with application)

Pipelines which run adjacent to a county road and which are within a county road easement shall be placed at a depth of no less than six (6) feet underneath the lowest part of the **County's** bar ditches and/or road surfaces.

The pipeline shall be constructed in a safe and prudent manner and shall consist of only acceptable commercial pipeline materials. The **Owner** shall be responsible for maintaining the pipeline and the license area. In the event the pipeline is ever abandoned or ceases be used for more than 6 consecutive months, this license shall terminate and revert to the **County**. In addition, if the pipeline is ever abandoned or ceases to be used for more than 6 consecutive months, the **Owner** shall, at the **County**'s request, remove the pipeline from the license area and restore the property to its original condition.

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other rights the parties may have by law, statute, ordinance, or otherwise.

EXECUTED this 9 day of \_

\_. 20*]\$* 

**OWNER** 

By:

Norman L. Winter, Vice President of Land & Right of Way

Company Name: Grand Prix Pipeline, LLC

Address: 811 Louisiana Street, Ste. 2100, Houston, TX. 77002

Phone Number: 713-584-1559

NAVARRO QOUNTY

County Judge

Ву:	
Commissioner of Precinct 3	
Before me the undersigned notary papeared the wayne, the County Judge Commissioner of upon their oath affirmed that they executed consideration set forth herein.	public on this the 1 day of 20/8, ge of Navarro County, and f Precinct 3 of Navarro County, who being sworn I the foregoing License for the purposes and
KIM SOUTHARD Notary ID # 11751507 My Commission Expires December 22, 2020	Notary/Public, State of Texas  Printed Name
	Commission Expires
(Owner) and who being sworn upon their oa	ublic on this the 4th day of February, 2018, norized representative of Arand Prix Regime, Locath affirmed that he is authorized by Owner to sign bing License for the purposes and consideration set
	Nichelle & Stelly Notary Public, State of Texas
	Michelle L. Stelly
(seal) MICHELLE L. STELLY	Printed Name
My Notary ID # 11505873 Expires March 29, 2021	53-29-2021 Commission Expires