

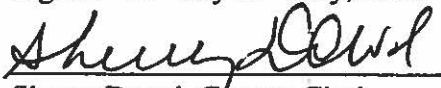
NAVARRO COUNTY COMMISSIONER'S COURT

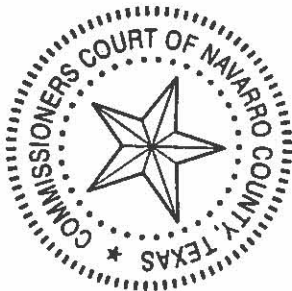
A Special meeting of the Navarro County Commissioner's Court was held on Friday, the 17<sup>th</sup>, day of May , 2019 at 9:30 a.m., in the Commissioners Courtroom of the Navarro County Courthouse 300 W. 3<sup>rd</sup> Ave., in Corsicana, Texas. Commissioners present Jason Grant, Eddie Perry, Eddie Moore, and James Olsen.

1. 9:33 A.M. Motion to convene by Comm. Grant sec by Comm. Perry  
Carried unanimously
2. Opening prayer by Comm. Olsen
3. Pledge of Allegiance
4. Public Comments-Sherry Dowd-Problems with air conditioner  
**TO WIT PG 993**
5. Motion to approve GRAND Prix Pipeline to cross SW CR 2130; Pct. 3 by Comm. Moore sec by Comm. Grant  
**TO WIT PG 994-1000**  
Carried unanimously
6. Motion to adjourn by Comm. Grant sec Comm. Perry  
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 May 17<sup>th</sup>, 2019.

Signed 17<sup>th</sup> day of May, 2019.

  
Sherry Dowd, County Clerk



NAVARRO COUNTY COMMISSIONERS COURT

PUBLIC COMMENTS PARTICIPATION FORM

PRINT NAME AND SUBJECT

Date 5-17-19

NAME	SUBJECT
1. <u>Sherry Rowd</u>	<u>Air Conditioner</u>
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____
11. _____	_____
12. _____	_____

**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 2130 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 to 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 contractors') 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.



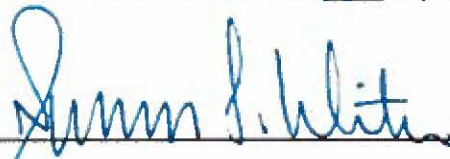
VII. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

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 17<sup>th</sup> day of May, 2019

OWNER: 

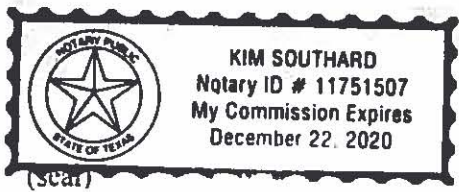
By: Norman L. Winter, Vice President of Land & Right of Way  
Company Name: Grand Prix Pipeline, LLC  
Address: 811 Louisiana Street, Suite 2100, Houston, TX. 77002  
Phone Number: 713-584-1559

NAVARRO COUNTY By:   
County Judge



By: [Signature]  
Commissioner of Precinct 3

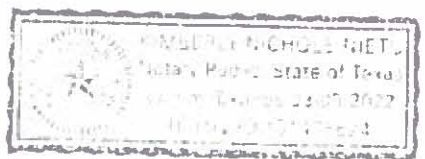
Before me the undersigned notary public on this the 17<sup>th</sup> day of May, 2019,  
appeared H.M. Davison the County Judge of Navarro County, and  
Eddie Moore Commissioner of Precinct 3 of Navarro County, who being sworn  
upon their oath affirmed that they executed the foregoing License for the purposes and  
consideration set forth herein.



[Signature]  
Notary Public, State of Texas  
Kim Southard  
Printed Name  
12/22/20  
Commission Expires

Before me the undersigned notary public on this the 13<sup>th</sup> day of May, 2019.  
appeared Norman Acker, President who is an authorized representative of Grand Prix Pipeline LLC  
(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.

(seal)



[Signature]  
Notary Public, State of Texas  
Kimberly Nichole Nieto  
Printed Name  
3/5/22  
Commission Expires