

18

AGREEMENT FOR LICENSE ADJACENT TO OR CROSSING COUNTY ROADS

STATE OF TEXAS §

COUNTY OF NAVARRO §

KNOW ALL MEN BY THESE PRESENTS:

Yellow Cat Wind LLC, **Owner** of a (pipeline, utility line, and gas or sewer line) hereby contracts and covenants with **Navarro County ("the County")** as follows:

I. Yellow Cat Wind 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) Northwest 4460 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 feet underneath the lowest part of the **County's** bar ditches and/or road surfaces.

Type of Pipeline: Medium Voltage Collection Line

The transport route (beginning and end): Bore-01

Starting Center Point: 32.092056 -96.77479

Ending Center Point: 32.091914 -96.774682

(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 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 County Commissioner in whose precinct the work occurs.

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 14th of October 2025.

OWNER

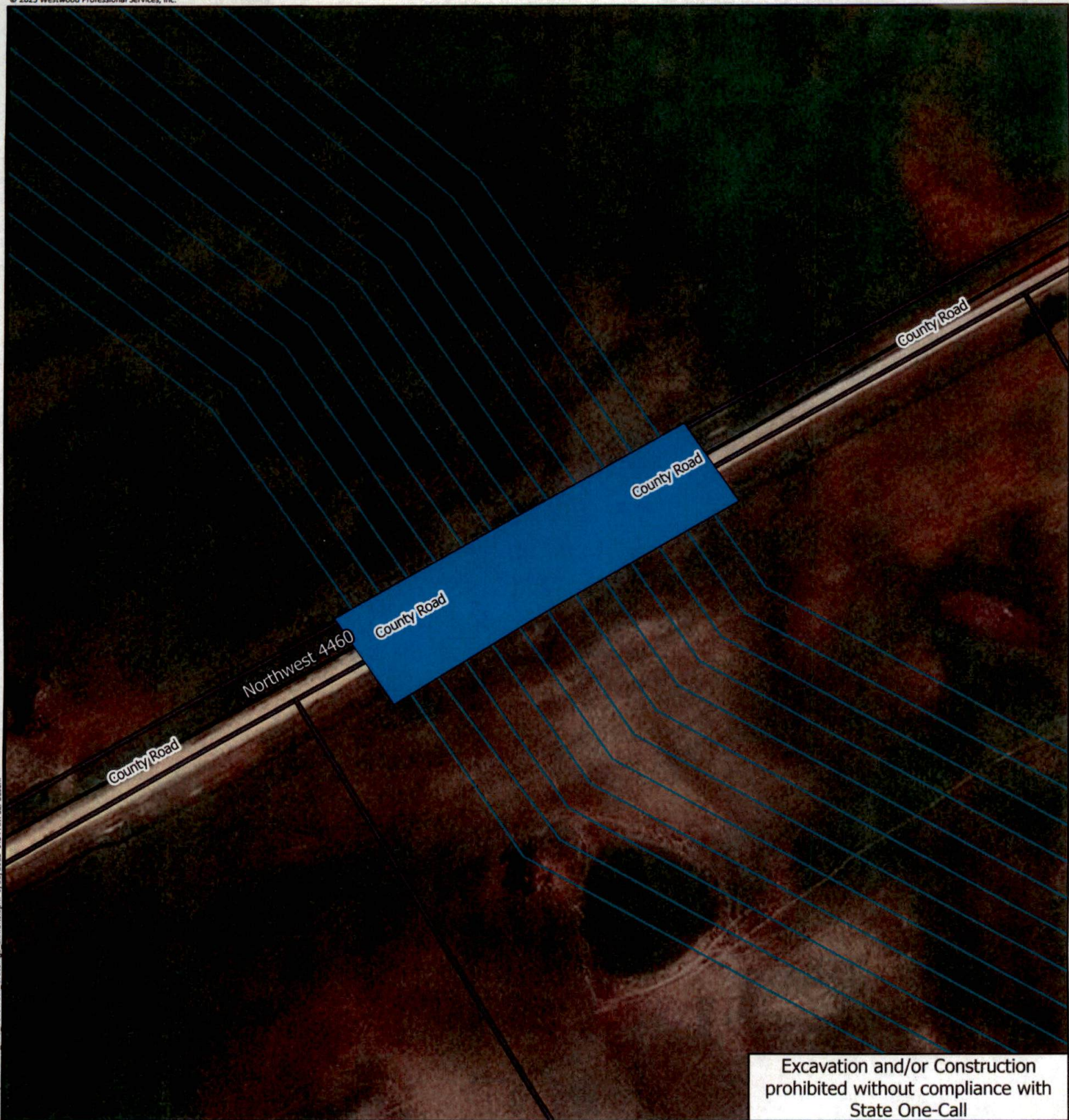
By: Conner Wilkinson, its Employee
Company Name: Yellow Cat Wind LLC
Address: 1401 E 6th Street, Suite 400, Austin, TX 78701
Phone Number: 512.945.5395

NAVARRO COUNTY

By: [Signature]
County Judge

By: [Signature]
Commissioner of Precinct 4

Map Document: N:\0052480.021 GIS\0052480_060 YellowCat Crossing Exhibit.aprx 9/23/2025 9:14 AM SL Poeschl



Excavation and/or Construction
prohibited without compliance with
State One-Call

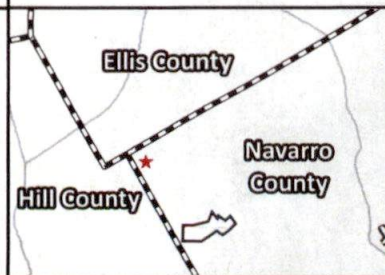
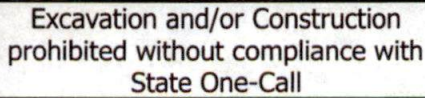
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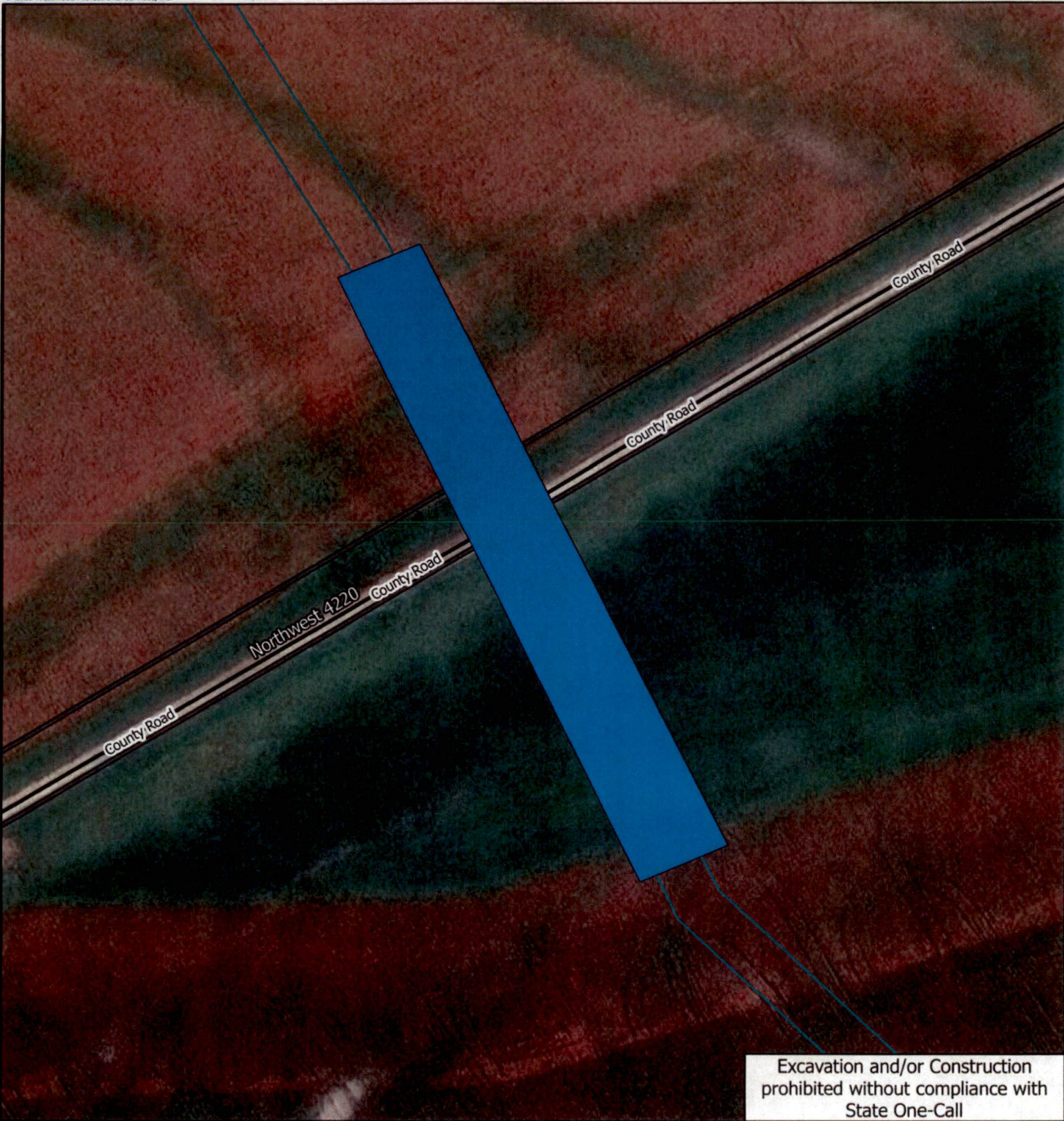


Boring: 01
Latitude: 32.091974
Longitude: -96.774758

Westwood
Toll Free (888) 937-5150 westwoodps.com

Yellow Cat Wind		Navarro County, TX
Crossing Exhibit	Northwest 4460	September, 23, 2025
Legend <div><div>■ Bore</div><div>— County Road</div><div>□ Parcel</div><div>— Site Layout</div><div>— Collection Line</div><div>□ County Boundary</div></div>		





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Data Source(s): Westwood (2025); Westwood site layout data (2025); Westwood survey data (2025).



0 80 Feet

Boring: 04
Latitude: 32.060549
Longitude: -96.870597

Westwood

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Yellow Cat Wind

Crossing Exhibit

Northwest 4220

Navarro County, TX


September, 23, 2025

Legend


 Bore

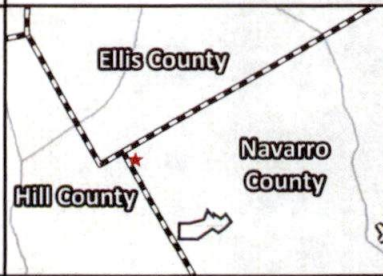
Site Layout

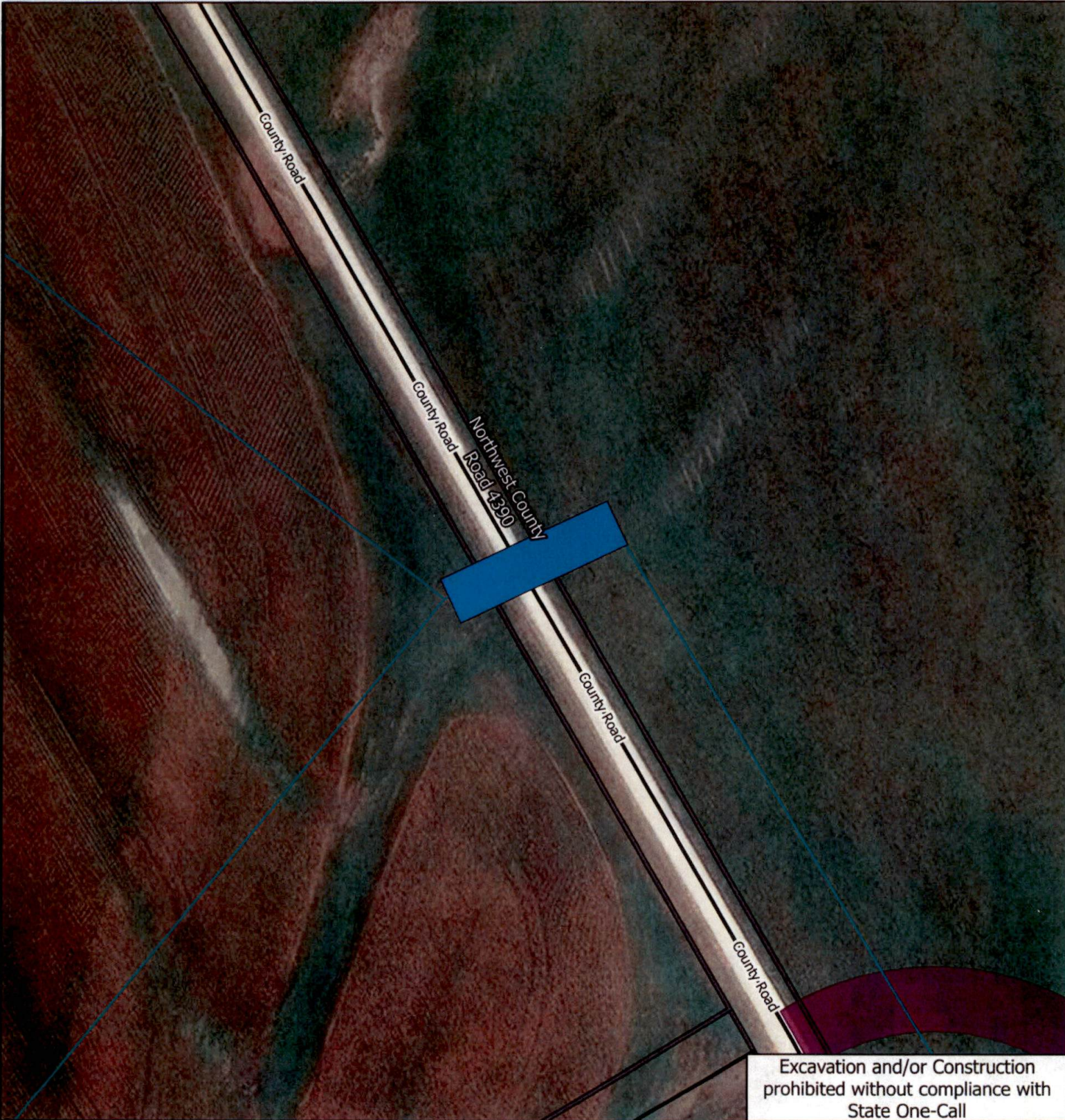
 Collection Line

 County Road

 Parcel

 County Boundary





Excavation and/or Construction prohibited without compliance with State One-Call

Data Source(s): Westwood (2025); Westwood site layout data (2025); Westwood survey data (2025).

Yellow Cat Wind

Navarro County, TX

Crossing Exhibit

Northwest County Road 4390

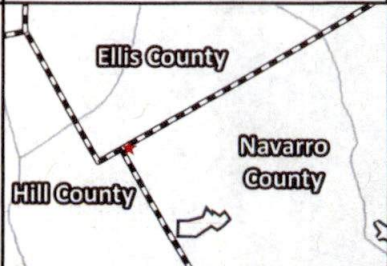
September, 23, 2025

Legend

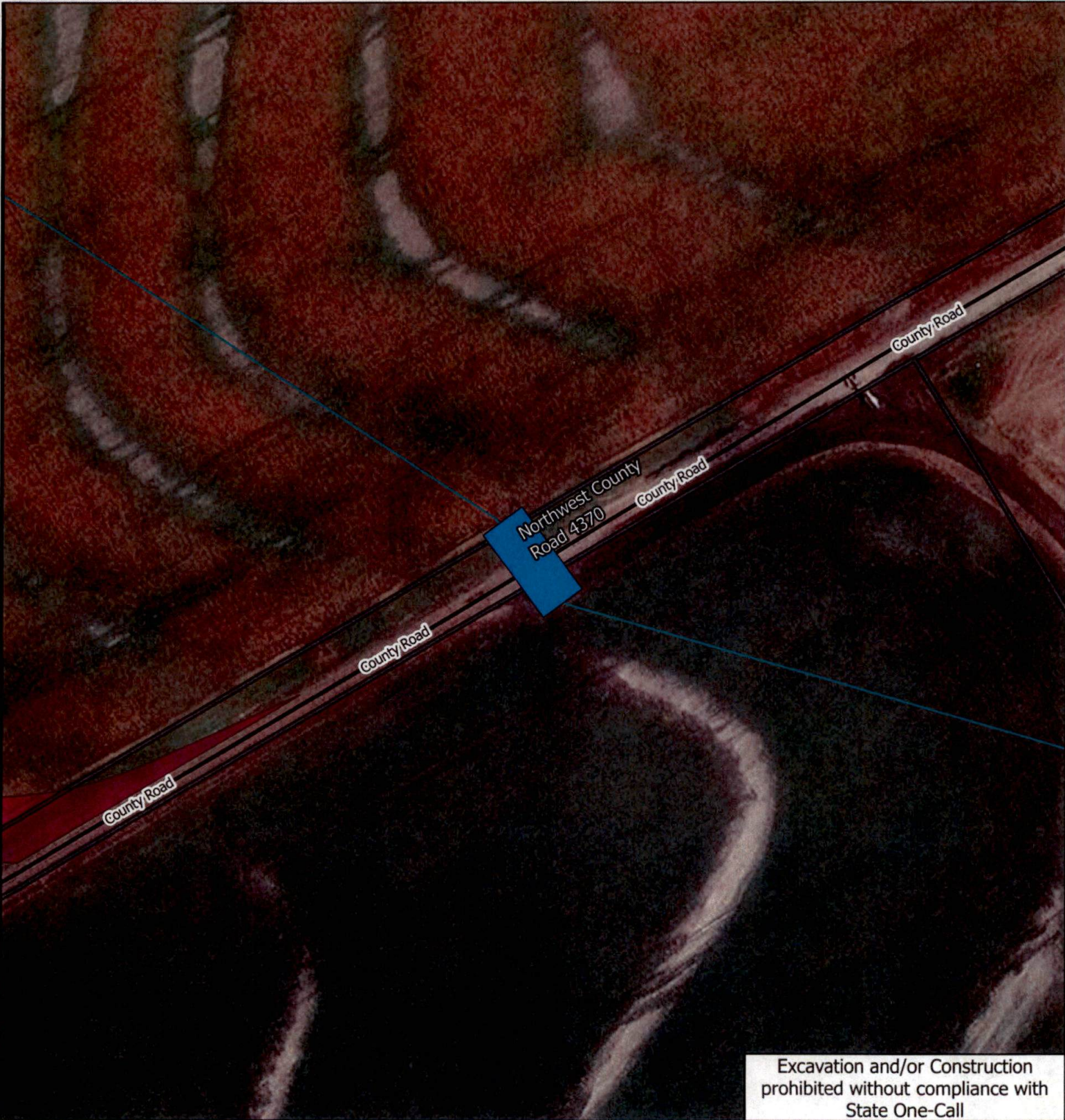
- | | |
|-----------------|------------------------------------|
| Bore | Temporary Intersection Improvement |
| Access Road | County Road |
| Collection Line | Parcel |
| | County Boundary |

Boring: 05
Latitude: 32.075881
Longitude: -96.880225

Westwood
Toll Free (888) 937-5150 westwoodps.com



Map Document: N:\0052480\01_GIS\00052480_060_YellowCat_Crossing_Exhibits.aprx 9/13/2025 9:14 AM SLPoechl



Excavation and/or Construction
prohibited without compliance with
State One-Call

Data Source(s): Westwood (2025); Westwood site layout data (2025); Westwood survey data (2025).

Yellow Cat Wind

Navarro County, TX

Crossing Exhibit

Northwest County Road 4370

September, 23, 2025

Boring: 08
Latitude: 32.085132
Longitude: -96.843095

Legend

- Site Layout**
- Bore
 - Collection Line
 - Temporary Intersection Improvement
 - County Road
 - Parcel
 - County Boundary



Westwood

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Map Document: N:\0052480\01_GIS\00052480_060 YellowCat_Crossing_ Exhibits.aprx 9/23/2025 9:15 AM SL Poeschl



Excavation and/or Construction
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State One-Call

Data Source(s): Westwood (2025); Westwood site layout data (2025); Westwood survey data (2025).



Yellow Cat Wind

Navarro County, TX

Crossing Exhibit

Northwest County Road 4370

September, 23, 2025

Legend

Bore

Temporary Intersection Improvement

Site Layout

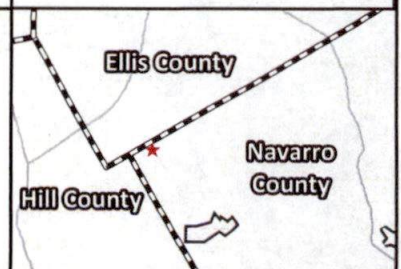
Access Road

County Road

Collection Line

Parcel

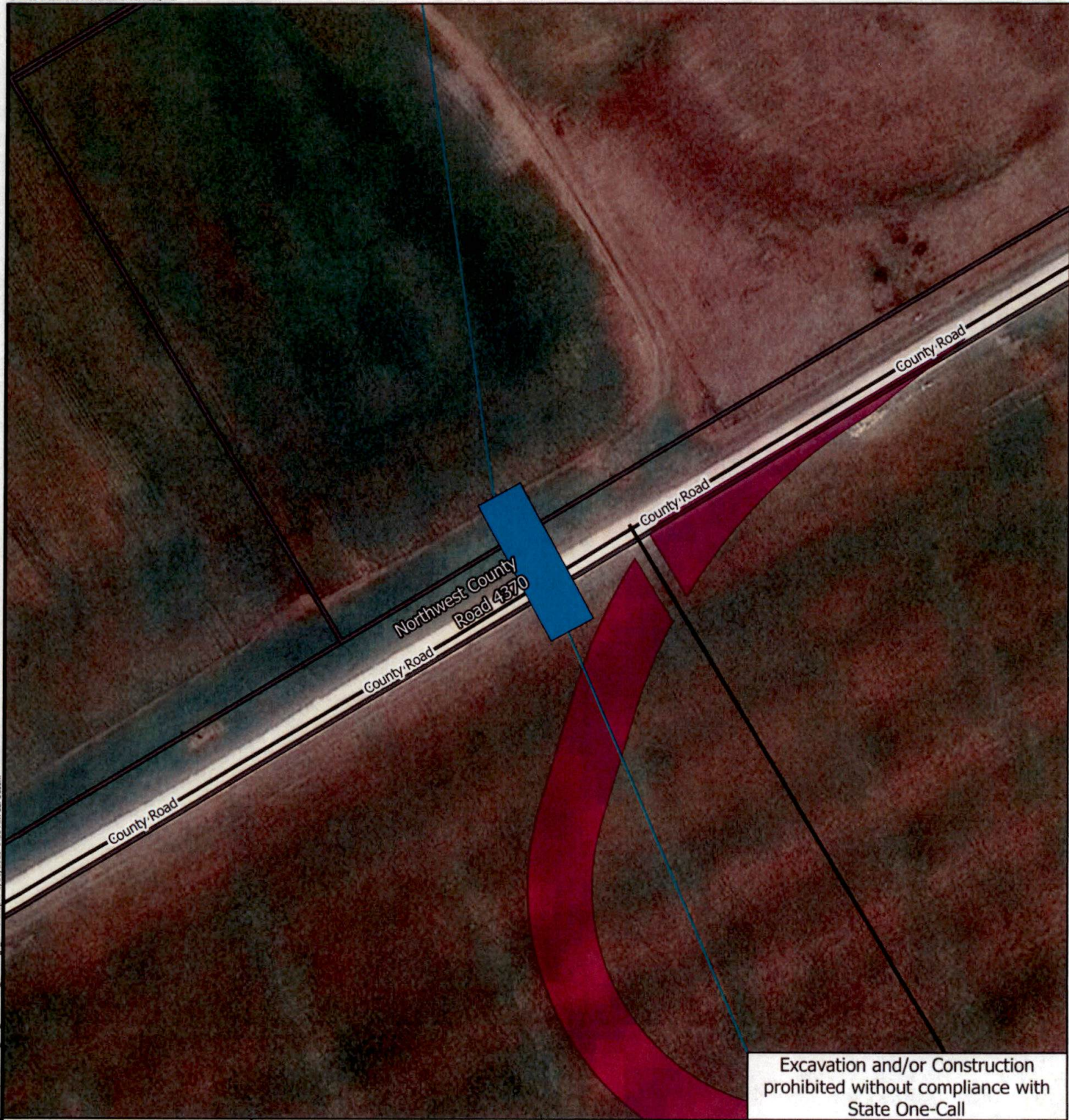
County Boundary



Boring: 09
Latitude: 32.081877
Longitude: -96.849873

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Data Source(s): Westwood (2025); Westwood site layout data (2025); Westwood survey data (2025).



Yellow Cat Wind

Navarro County, TX

Crossing Exhibit

Northwest County Road 4370

September, 23, 2025

Boring: 10
Latitude: 32.075455
Longitude: -96.862966

Legend

Bore

Site Layout

Access Road

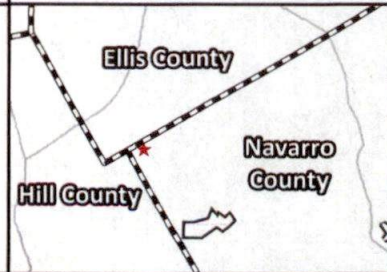
Collection Line

Temporary Intersection Improvement

County Road

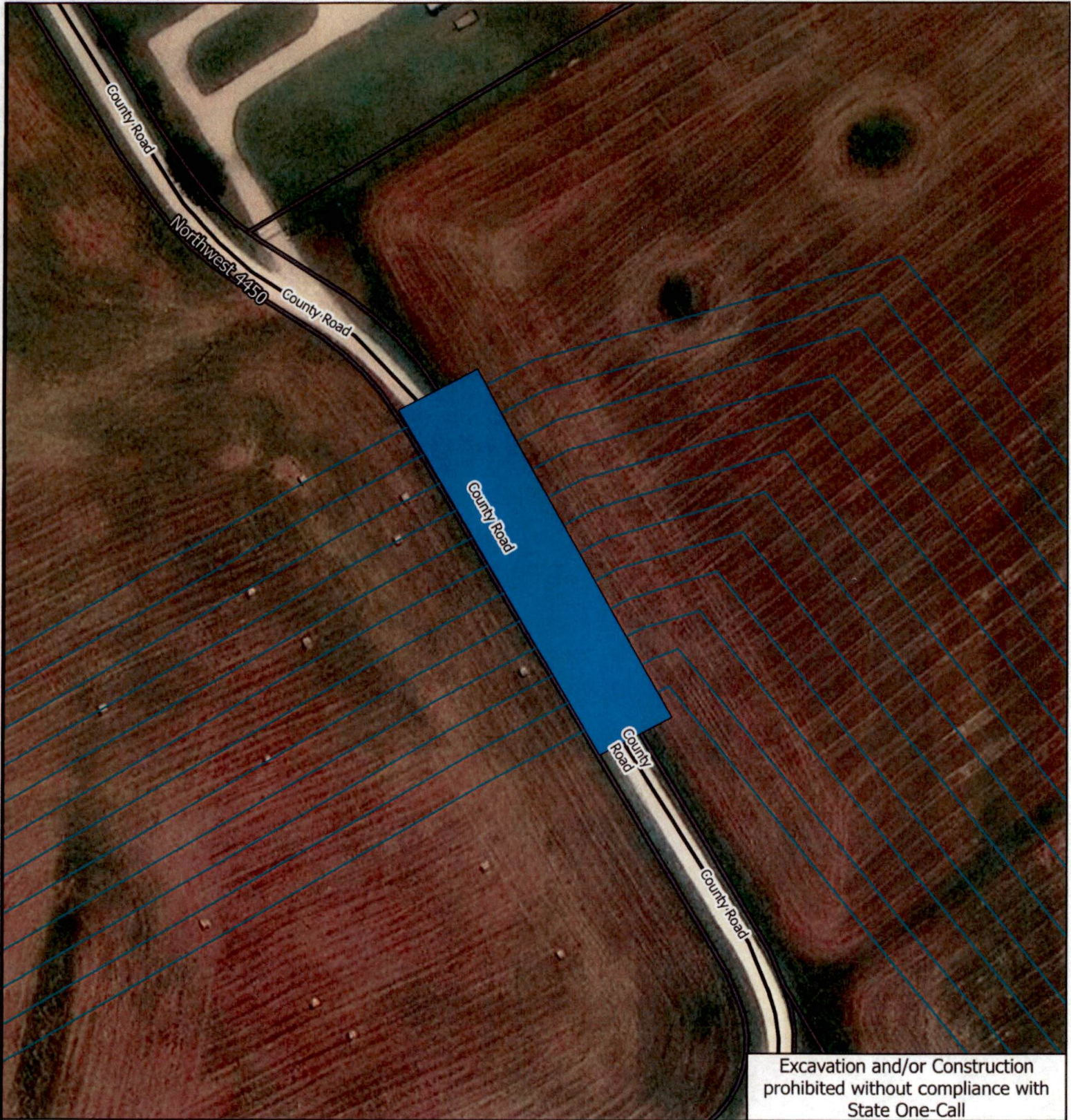
Parcel

County Boundary



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State One-Call

Data Source(s): Westwood (2025); Westwood site layout data
(2025); Westwood survey data (2025).



Yellow Cat Wind

Crossing Exhibit

Northwest 4450

Navarro County, TX

September, 23, 2025

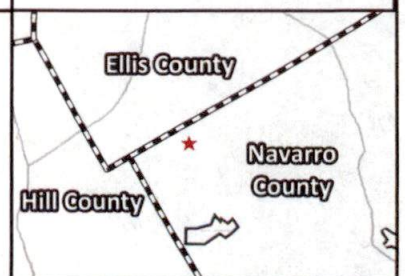
Boring: 11
Latitude: 32.096299
Longitude: -96.780376

Legend

- Site Layout**
- Bore
 - Collection Line
 - County Road
 - Parcel
 - County Boundary

Westwood

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Data Source(s): Westwood (2025); Westwood site layout data (2025); Westwood survey data (2025).



Boring: 12
Latitude: 32.088736
Longitude: -96.835512

Westwood
Toll Free (888) 937-5150 westwoodps.com

Yellow Cat Wind

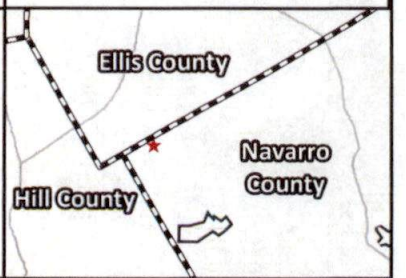
Crossing Exhibit Northwest County Road 4370

Legend

- Bore
- County Road
- Parcel
- County Boundary
- Site Layout
- Collection Line
- Temporary Intersection Improvement

Navarro County, TX

September, 23, 2025





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State One-Call

Data Source(s): Westwood (2025); Westwood site layout data (2025); Westwood survey data (2025).



Yellow Cat Wind

Navarro County, TX

Crossing Exhibit

County Highway 4410

September, 23, 2025

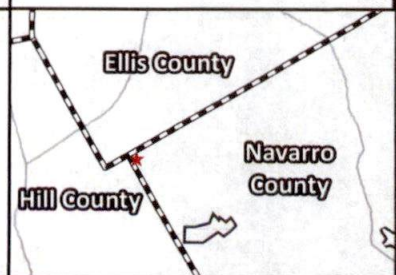
Boring: 13
Latitude: 32.067558
Longitude: -96.87909

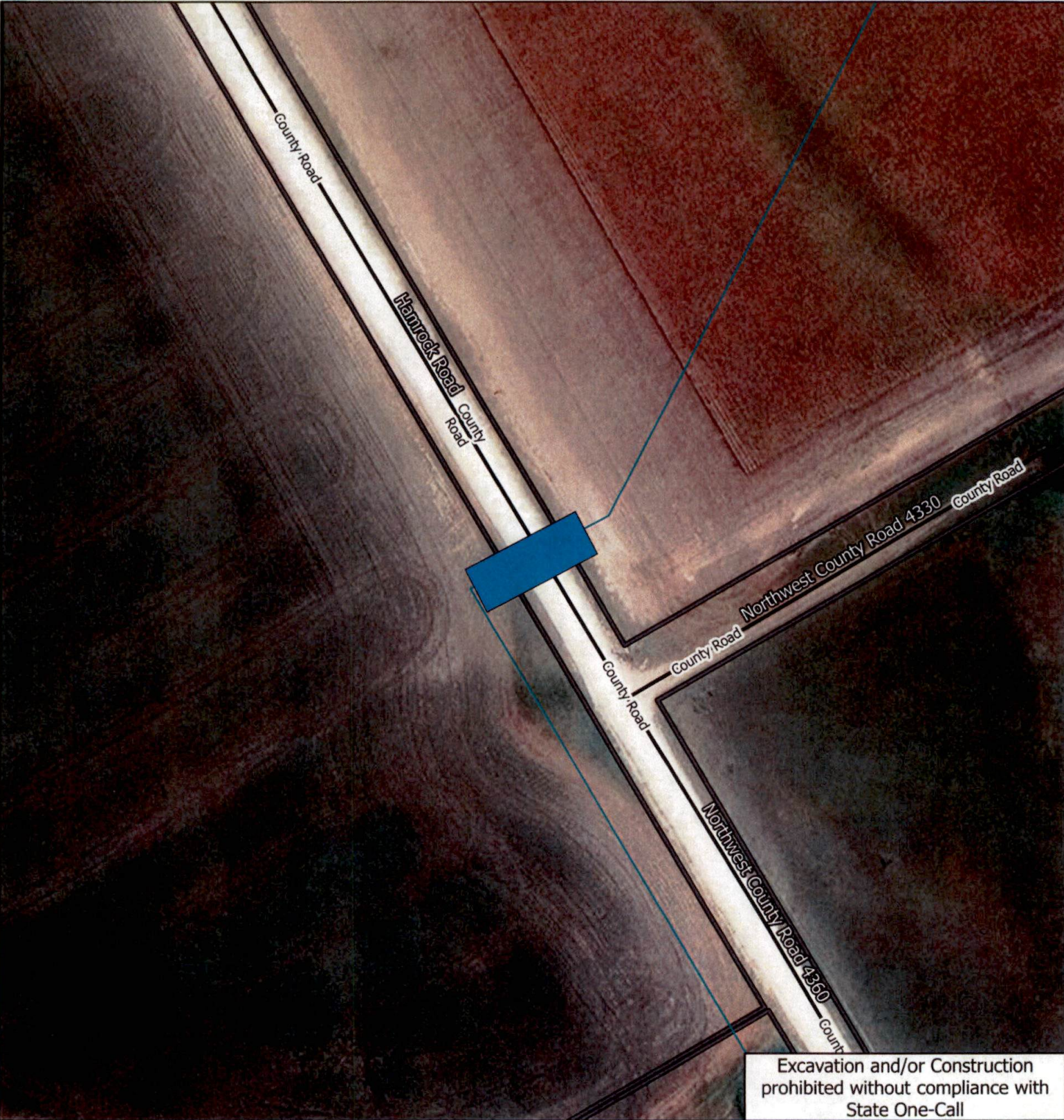
Legend

- Site Layout**
- Bore
 - Collection Line
 - County Road
 - Parcel
 - County Boundary

Westwood

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Data Source(s): Westwood (2025); Westwood site layout data (2025); Westwood survey data (2025).



Boring: 14
Latitude: 32.093717
Longitude: -96.838724

Westwood
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Yellow Cat Wind

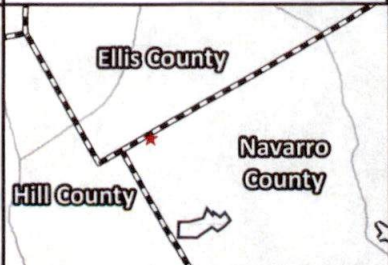
Crossing Exhibit	Hamrock Road
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Navarro County, TX

September, 23, 2025

Legend

- Bore
- Site Layout Collection Line
- County Road
- Parcel
- County Boundary





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Data Source(s): Westwood (2025); Westwood site layout data (2025); Westwood survey data (2025).



Boring: 15
Latitude: 32.077425
Longitude: -96.774802

Westwood

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Yellow Cat Wind

Crossing Exhibit

Northwest 4110

Legend

Bore

Site Layout

Access Road

Collection Line

Temporary Intersection Improvement

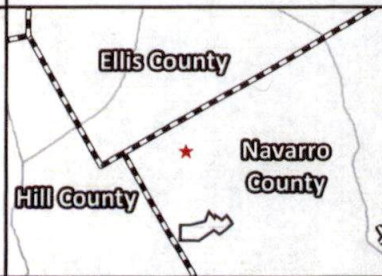
County Road

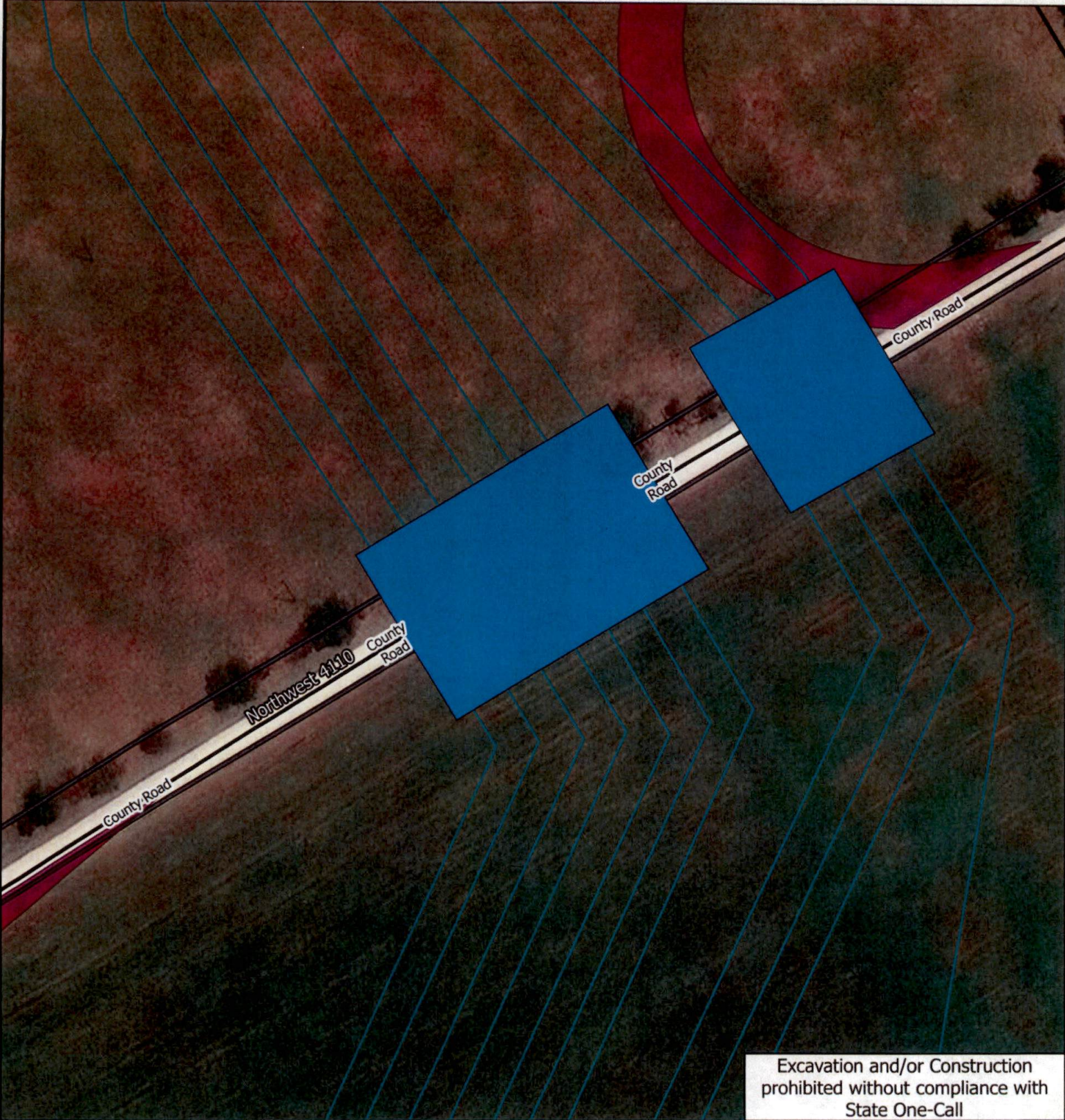
Parcel

County Boundary

Navarro County, TX

September, 23, 2025





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Data Source(s): Westwood (2025); Westwood site layout data (2025); Westwood survey data (2025).

Yellow Cat Wind

Navarro County, TX

Crossing Exhibit

Northwest 4110 Northwest 4110

September 23, 2025

Boring: 16
Latitude: 32.071051
Longitude: -96.787315

Legend

Bore

Temporary Intersection Improvement

Site Layout

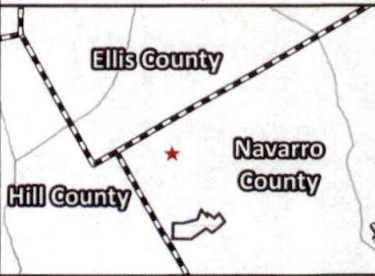
Access Road

County Road

Collection Line

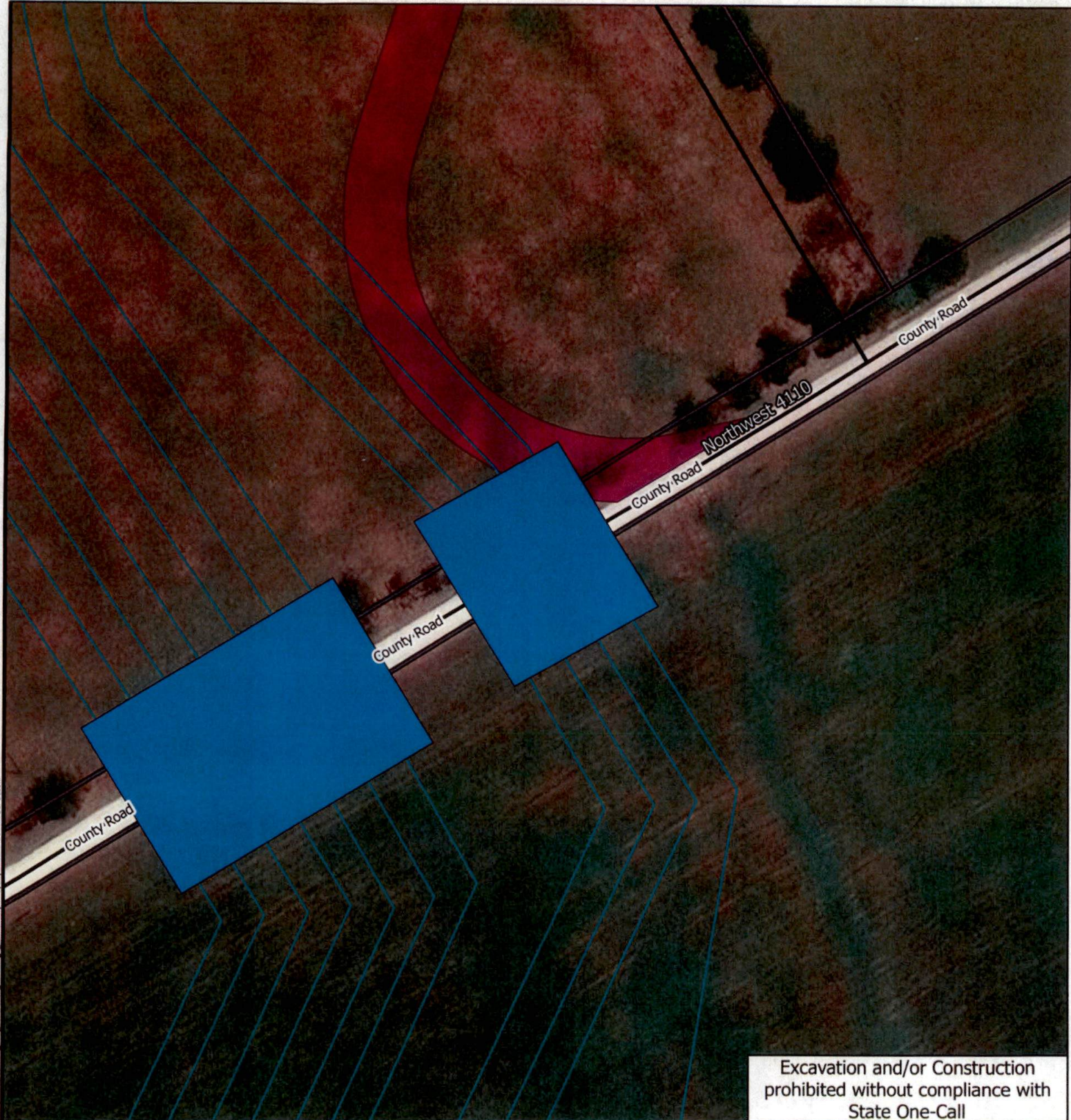
Parcel

County Boundary



Westwood

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Data Source(s): Westwood (2025); Westwood site layout data (2025); Westwood survey data (2025).



Boring: 17
Latitude: 32.071339
Longitude: -96.786746

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Yellow Cat Wind

Crossing Exhibit Northwest 4110 Northwest 4110

Legend

Bore

Site Layout

Access Road

Collection Line

Temporary Intersection Improvement

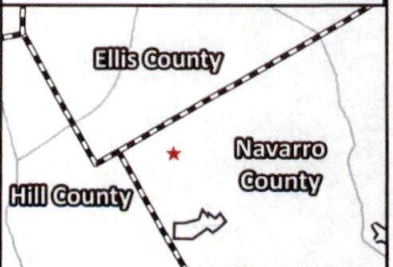
County Road

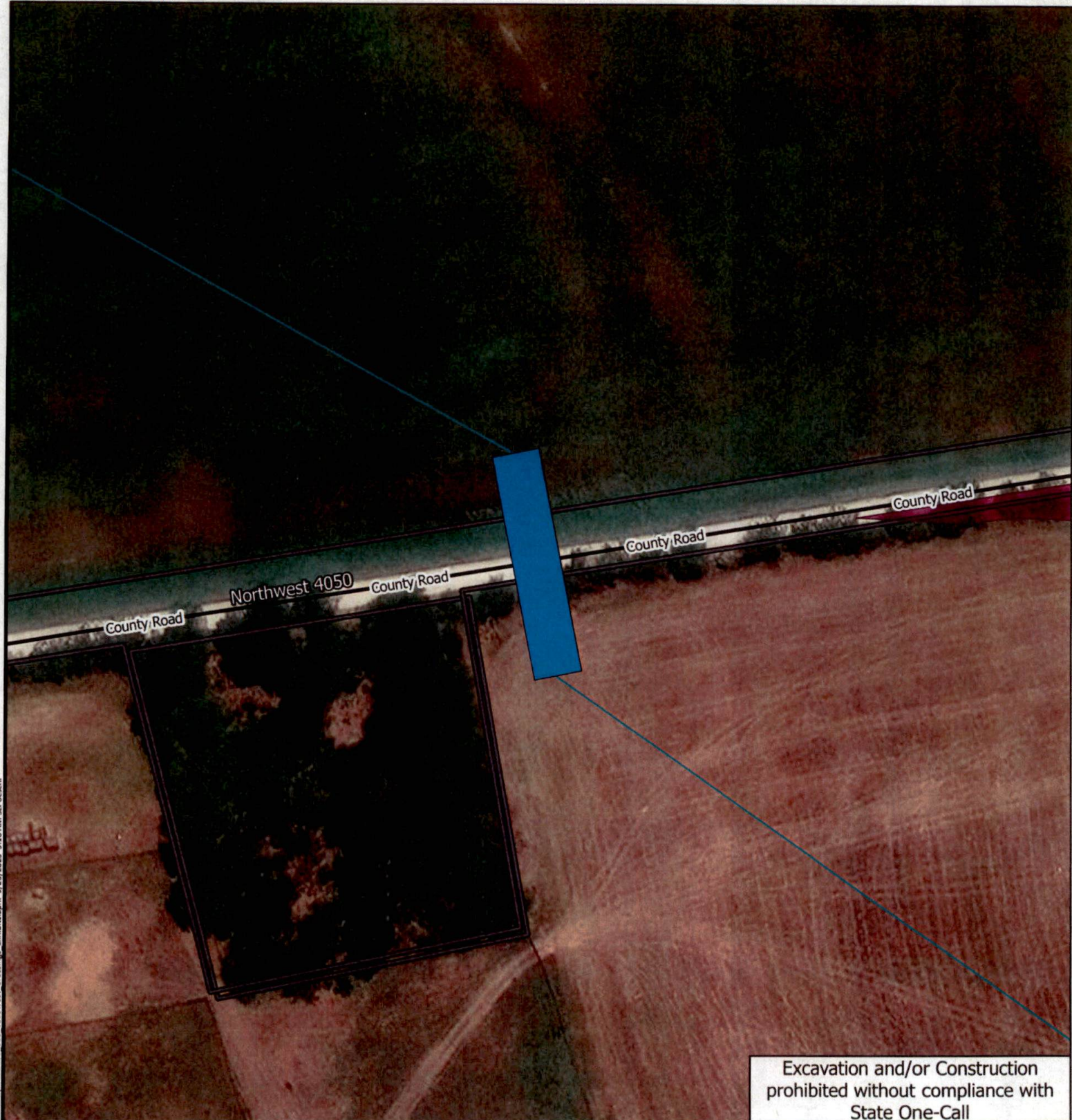
Parcel

County Boundary

Navarro County, TX

September, 23, 2025





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Data Source(s): Westwood (2025); Westwood site layout data (2025); Westwood survey data (2025).



Boring: 18
Latitude: 32.055272
Longitude: -96.775688

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Yellow Cat Wind

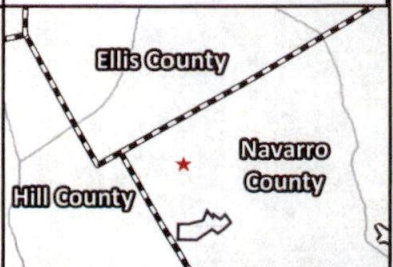
Crossing Exhibit Northwest 4050

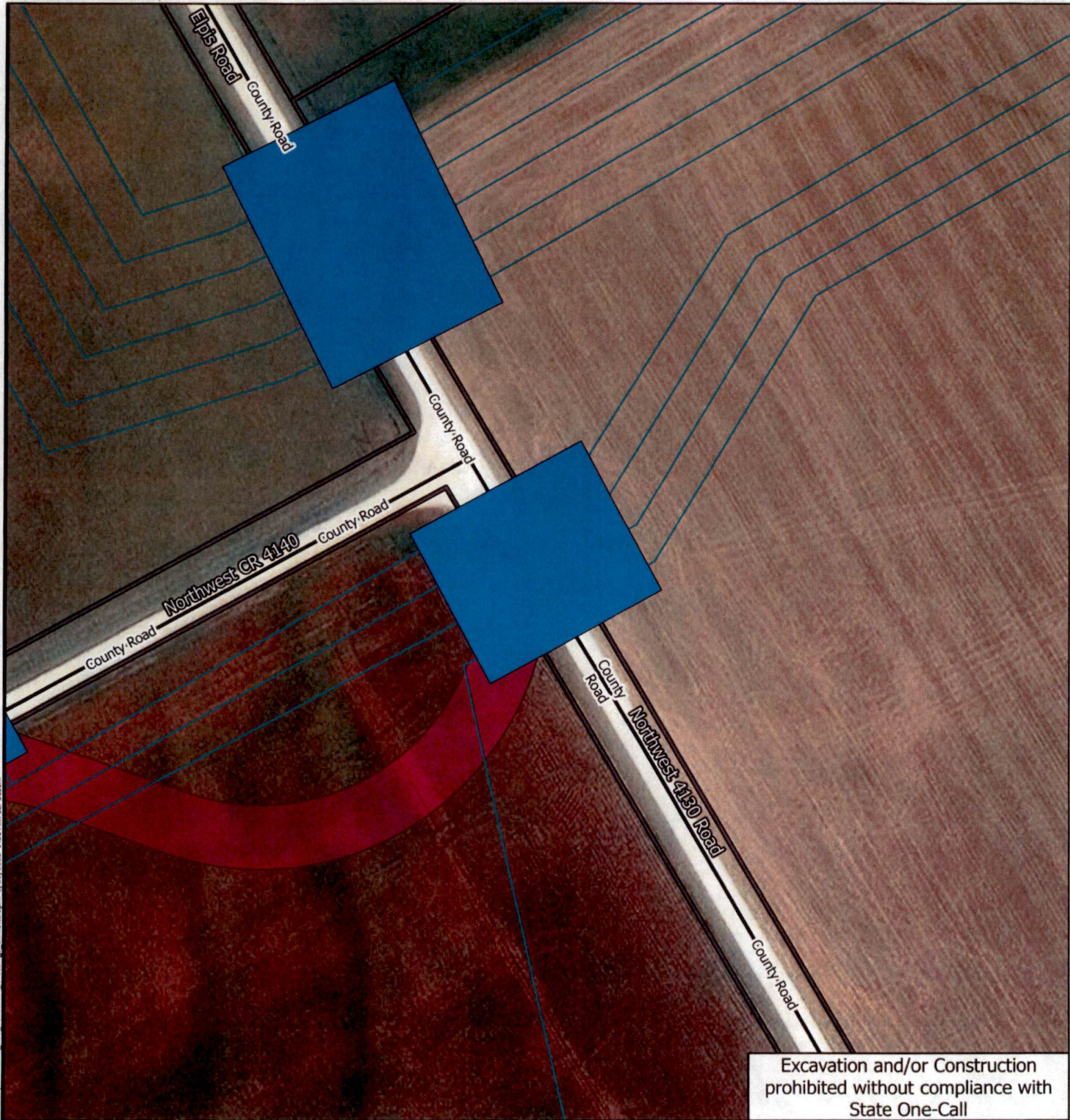
Navarro County, TX

September, 23, 2025

Legend

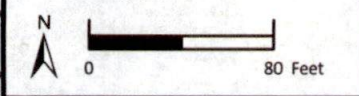
- Bore
- Collection Line
- Temporary Intersection Improvement
- County Road
- Parcel
- County Boundary





Excavation and/or Construction prohibited without compliance with State One-Call

Data Source(s): Westwood (2025); Westwood site layout data (2025); Westwood survey data (2025).



Boring: 20
Latitude: 32.054427
Longitude: -96.806086

Westwood
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Yellow Cat Wind

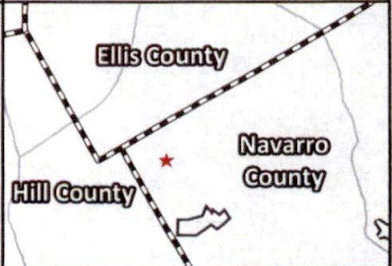
Crossing Exhibit Northwest 4130 Road Northwest CR 4140 Elpis Road

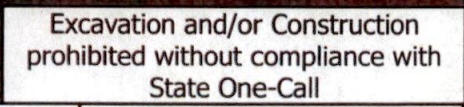
Legend

- Bore
- County Road
- Parcel
- County Boundary
- Collection Line
- Temporary Intersection Improvement

Navarro County, TX

September, 23, 2025





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Temporary Intersection Improvement

 County Boundary

Hill County

Map Document: N:\0052480\01 GIS\0052480 060 YellowCat Crossing Exhibits.aprx 9/23/2025 9:16 AM SL Poeschl



Excavation and/or Construction prohibited without compliance with State One-Call

Data Source(s): Westwood (2025); Westwood site layout data (2025); Westwood survey data (2025).



Boring: 23
Latitude: 32.049683
Longitude: -96.817201

Westwood
Toll Free (888) 937-5150 westwoodps.com

Yellow Cat Wind Navarro County, TX

Crossing Exhibit Northwest CR 4140 September 23, 2025

Legend

Bore

County Road

Site Layout

 Collection Line

Parcel

County Boundary

An inset map showing the intersection of three counties: Ellis County, Hill County, and Navarro County. A red star marks the location of the site at the intersection of the county boundaries.



Data Source(s): Westwood (2025); Westwood site layout data (2025); Westwood survey data (2025).



Boring: 25
Latitude: 32.033757
Longitude: -96.856282

Westwood
Toll Free (888) 937-5150 westwoodps.com

Yellow Cat Wind

Crossing Exhibit

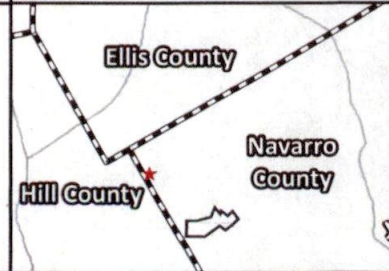
Northwest CR 4250

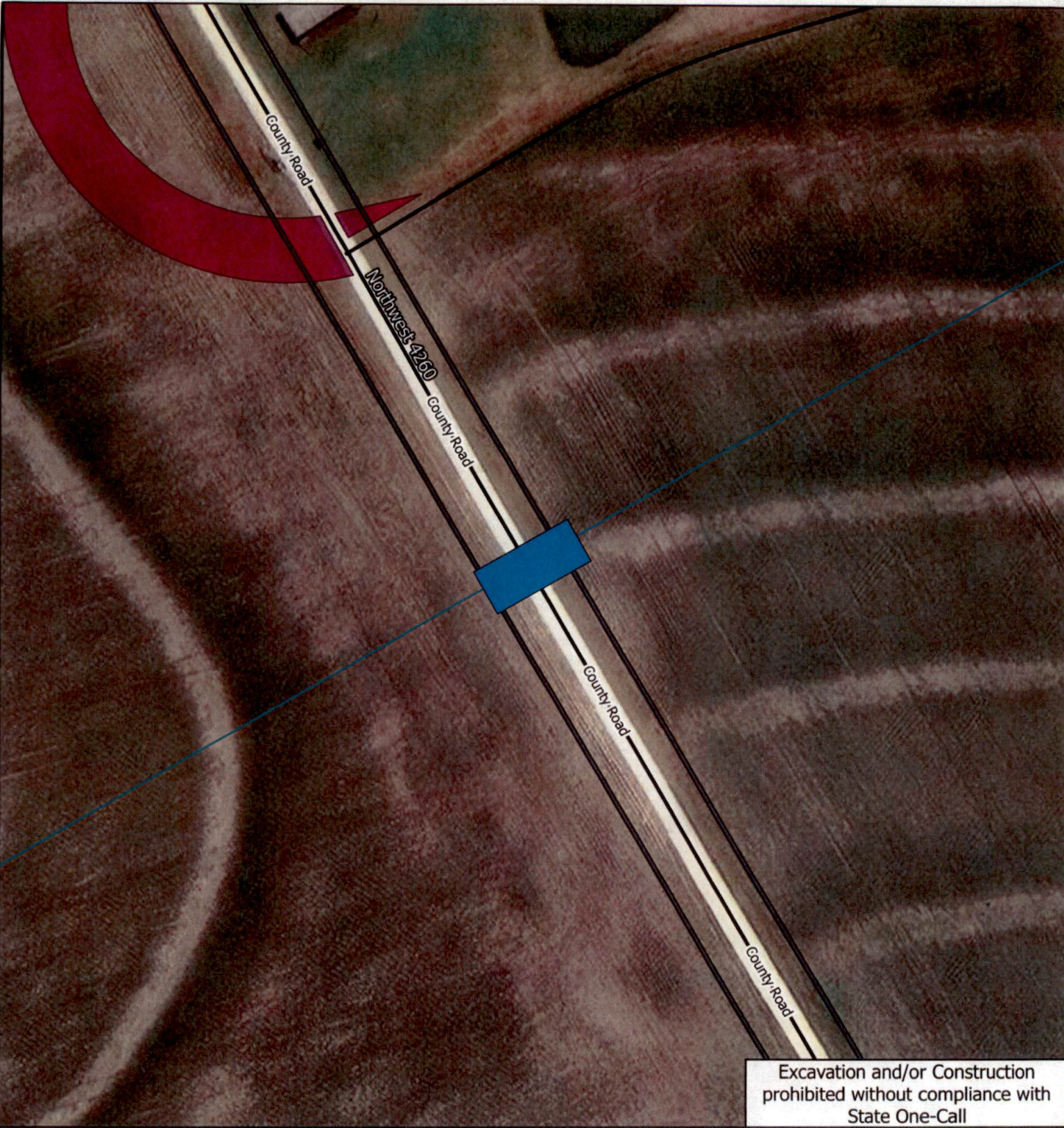
Navarro County, TX

September, 23, 2025

Legend

- Bore
- Site Layout Collection Line
- County Road
- Parcel
- County Boundary





Excavation and/or Construction
prohibited without compliance with
State One-Call

Data Source(s): Westwood (2025); Westwood site layout data (2025); Westwood survey data (2025).



Boring: 27
Latitude: 32.019494
Longitude: -96.855819

Westwood

Toll Free (888) 937-5150 westwoodps.com

Yellow Cat Wind

Crossing Exhibit

Northwest 4260

Navarro County, TX

September, 23, 2025

Legend

Bore

Site Layout

Access Road

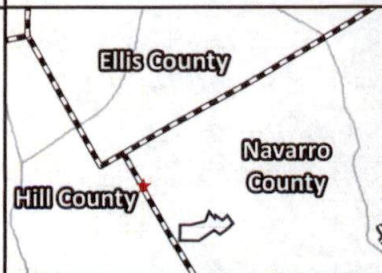
Collection Line

Temporary Intersection Improvement

County Road

Parcel

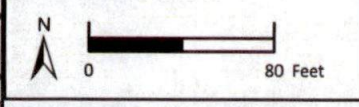
County Boundary





Excavation and/or Construction prohibited without compliance with State One-Call

Data Source(s): Westwood (2025); Westwood site layout data (2025); Westwood survey data (2025).



Boring: 28
Latitude: 32.027367
Longitude: -96.856006

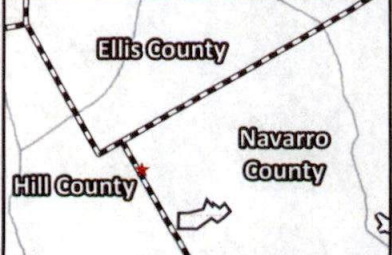
Westwood
Toll Free (888) 937-5150 westwoodps.com

Yellow Cat Wind Navarro County, TX

Crossing Exhibit	Northwest CR 4250	September, 23, 2025
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Legend

Bore	County Road
Site Layout	Parcel
Collection Line	County Boundary



Map Document: N:\0052480\021 GIS\0052480_060 YellowCat Crossing Exhibit.aprx 9/23/2025 9:17 AM S:\Poeschl



Data Source(s): Westwood (2025); Westwood site layout data (2025); Westwood survey data (2025).



Boring: 30
Latitude: 32.057191
Longitude: -96.843341

Westwood
Toll Free (888) 937-5150 westwoodps.com

Yellow Cat Wind		Navarro County, TX
Crossing Exhibit	Northwest CR 4240	September, 23, 2025
<div><div><div>Legend</div><div><div><div></div><div>Bore</div></div><div><div></div><div>County Road</div></div><div><div></div><div>Parcel</div></div><div><div></div><div>County Boundary</div></div><div><div>Site Layout</div><div><div></div><div>Collection Line</div></div></div></div></div><div><div><div>Ellis County</div><div>Hill County</div><div>Navarro County</div></div></div></div>		



Excavation and/or Construction
prohibited without compliance with
State One-Call

Data Source(s): Westwood (2025); Westwood site layout data (2025); Westwood survey data (2025).



Boring: 31
Latitude: 32.052304
Longitude: -96.853231

Westwood
Toll Free (888) 937-5150 westwoodps.com

Yellow Cat Wind

Crossing Exhibit

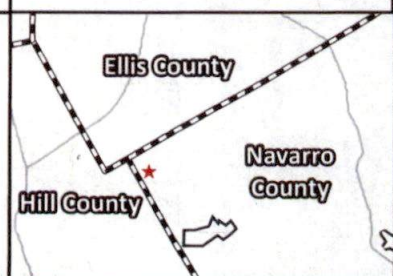
Northwest CR 4250

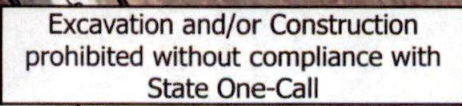
Navarro County, TX

September, 23, 2025

Legend


- Bore
- Site Layout Collection Line
- County Road
- Parcel
- County Boundary

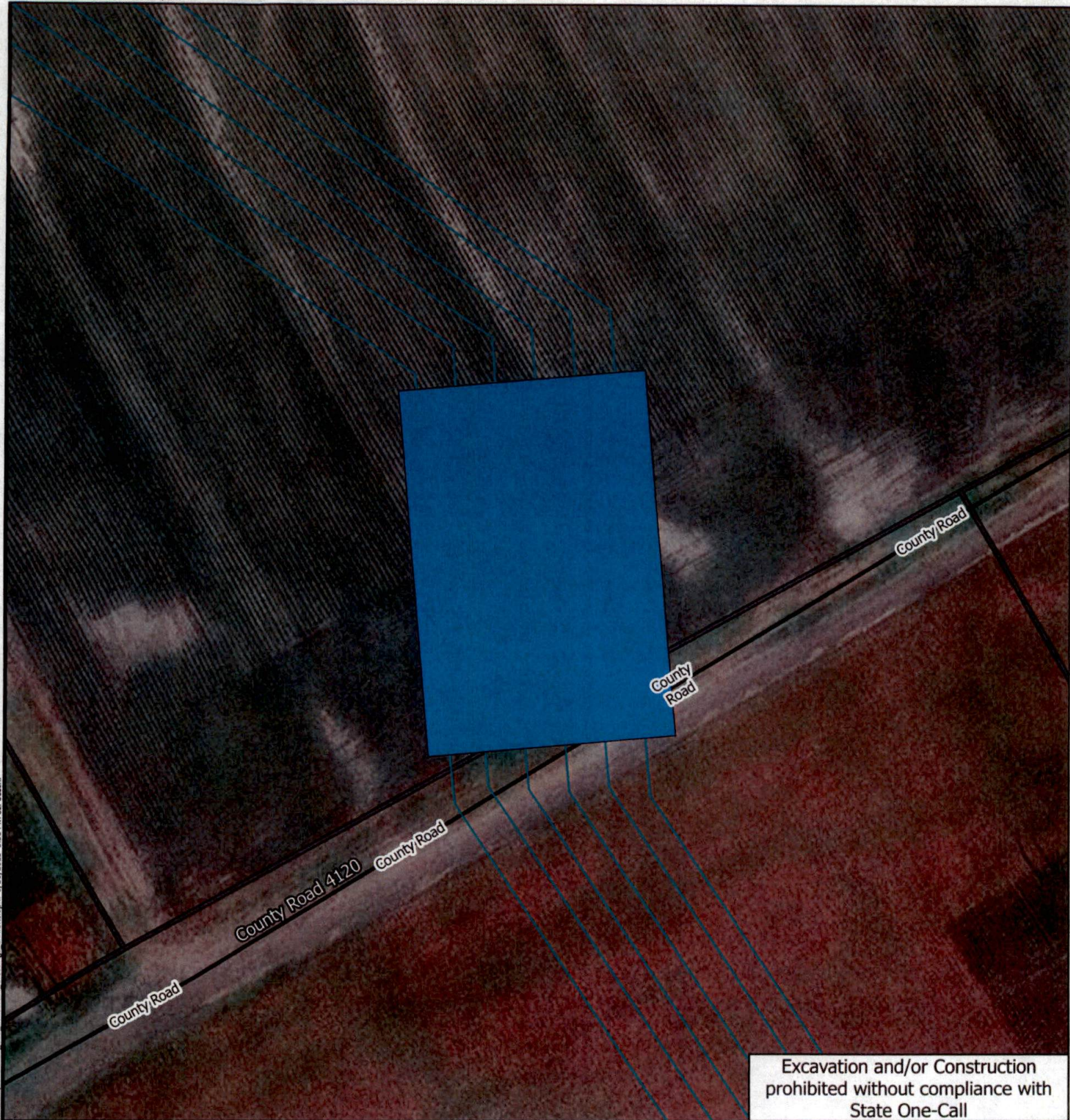




Westwood
Toll Free (888) 937-5150 westwoodps.com

Temporary Intersection Improvement

 County Boundary



Excavation and/or Construction
prohibited without compliance with
State One-Call

Data Source(s): Westwood (2025); Westwood site layout data (2025); Westwood survey data (2025).



Boring: 34
Latitude: 32.069383
Longitude: -96.815249

Westwood
Toll Free (888) 937-5150 westwoodps.com

Yellow Cat Wind		Navarro County, TX
Crossing Exhibit	County Road 4120	September, 23, 2025

Legend

Bore	County Road
Site Layout	Parcel
Collection Line	County Boundary



Map Document: N:\0052480.021_GIS\00052480_060 YellowCat_Crossing_ Exhibits\00052480_060 YellowCat_Crossing_ Exhibits.aprx 9/23/2025 1:30 PM SLPoeschl