

REVOCABLE EASEMENT

(Houston Pipe Line Company, LP – Cefe Valenzuela Landfill)

THE STATE OF TEXAS §

COUNTY OF NUECES §

WHEREAS, in connection with the development of the Renewable Natural Landfill Gas Project ("Project"), an easement for a pipeline is a necessary infrastructure for operation of the Project, without which the Project could not operate.

WHEREAS, this easement is granted coterminous with the ground lease granted to Corpus Christi Renewables, LLC, by Ordinance 032964 on January 24, 2023, for connection from the Project to the Sales Interconnection Point as defined in the lease as the point at which custody of High-BTU Gas produced from CCR's Facility is transferred to a transportation pipeline.

Therefore, the CITY OF CORPUS CHRISTI, a Texas home-rule municipal corporation, P.O. Box 9277, Corpus Christi, Nueces County, Texas, 78469-9277, ("Grantor") acting by its duly authorized City Manager, or designee, ("City Manager") in consideration of the development of the Project by HOUSTON PIPE LINE COMPANY, LP, whose address is 1300 Main Street, Houston, Texas 77002 ("Grantee"), hereby grants HOUSTON PIPE LINE COMPANY, LP a non-exclusive 30 foot wide revocable easement together with the right to install, operate, repair, replace, relocate and maintain one pipeline, not to exceed three (3) inches in nominal diameter, together with appurtenant facilities including, but not limited to, valves, meters, regulators, cathodic protection, pigging facilities, test leads, and aerial markers for the transportation of Renewable Natural Landfill Gas ("RNLG") (collectively, the "Improvements") upon the conditions hereinafter stated under the land owned by Grantor described and shown on the attached **Exhibit A**.

1. Term. Easement is granted to transport RNLG from Project facility located at Cefe Valenzuela Landfill and shall automatically terminate upon the occurrence of any one or more of the following: (i) Corpus Christi Renewables, LLC notifies Grantor that Grantee intends to permanently cease operations or development of the Project, (ii) Corpus Christi Renewables, LLC ceases operations or development of the Project, or (iii) High-BTU Gas ceases to be produced by the Project for transport.

If Grantee is in violation of any laws, rules, regulations, City ordinances or this Easement, Grantee will be given written notice of the violation and 30 days from receipt of such notice to commence to cure the stated violations. If after the 30 day cure period has expired and Grantee has not cured the violations, this Revocable Easement may be revoked and Grantee may be required to remove the Improvements upon 30 days' notice in writing: provided however that if Grantee has commenced to cure the stated violation but has not completed same with the 30 day cure period, Grantee may proceed to cure such violation and this Revocable Easement shall not be revoked.

2. Access. Grantee shall have the right of ingress and egress to the Easement area along the route depicted on Sketch (**Exhibit B**), or other route agreed to by the parties, over and across the tract of land out of which the hereinabove described tract or parcel of land is a part of, as necessary or convenient for the full enjoyment or use of the rights herein granted unto the said Grantee for the purpose of construction, maintaining, operating, removing, relocating, replacing, protecting and repairing pipelines, valves, and risers necessary to the regulation, control, measurement, and transportation of Renewable Natural Landfill Gas produced from the Cefe Valenzuela Landfill.

3. Limitations to Grantee's Use of the Easement.

- a) *Use.* Grantee hereby covenants and agrees that the Easement will be used for transporting RNLG. Grantee hereby covenants and agrees that it will repair all damage to any of the Grantor's Property caused by its activities on the Easement and comply with all laws, ordinances, statutes, by-laws, codes, restrictions, rules, regulations and orders of all applicable federal, State and local jurisdictions, including, without limitation, all applicable agencies of any Governmental Body.
- b) *No Right to Connect.* Grantee shall not be permitted to connect or make additions to the pipeline in the Easement. The Easement is granted for the use of one pipeline from the Project.
- c) *No Right to Erect Improvements.* Grantee shall not be permitted to erect any other permanent improvements, fences, gates or buildings on the Easement without Grantor's prior written consent.

4. Construction Standards. All work proposed by Grantee to install, repair, or replace the Improvements will equal or exceed Department of Transportation Pipeline Safety Standards as applicable (Title 49, Code of Federal Regulations, Part 192 - Transportation of Natural and other Gas by Pipeline, or Part 195 -Transportation of Liquids by Pipeline - latest revision) for the transportation of gas or liquids by the Improvements.

5. Compliance with Laws. In installing, operating, maintaining, repairing, or replacing the Improvements, Grantee must comply with all applicable Federal, State, County, and City laws and ordinances, and all amendments thereto, and secure all necessary permits from the appropriate agencies, including but not limited to, City Code of Ordinances Chapter 35, Article VII, which provides for emergency response coordination for pipelines transporting hazardous substances, liquids, and gases, including information reporting requirements for existing and new pipelines.

6. Depth Limits and Water Transmission Pipeline Clearances. Grantee must install, replace, repair, and maintain the Improvements so that no portion of the pipeline will be any shallower than 36-inches from existing ground or roadway pavement. Grantee

will also maintain a minimum of 12 feet clearance between Grantee's pipelines and any existing City water transmission pipelines. Grantee must notify the Texas One-Call for utility locations in the Revocable Easement Area at least 48 hours prior to the start of construction.

7. Crossing or Ditch Requirements. Prior to any repair or replacement of the pipeline, Grantee must provide protection at all road crossings or ditches, by either casing, extra pipe wall thickness, concrete jacketed pipe, or other means approved by the Railroad Commission or Federal D.O.T. as applicable, and Grantee must identify the method on the construction plans.

Grantee will maintain a minimum clearance of 10 feet between Grantee's pipeline and any existing concrete lined drainage channels located on Grantor's property.

8. Operating Pressure. Grantee's maximum operating pressure for the Improvements must not exceed design limitations as set forth in the Railroad Commission or Federal D.O.T. regulations for the size and type of line to be installed and operated.

9. Improvements Markers. Grantee will place markers at the points where such Improvements enter or leave a public street or drainage right-of-way or other City property and at other locations required by applicable law or regulation. Such markers must be of permanent construction bearing Grantee's name and emergency telephone number and placed on the edge of the public right-of-way.

10. Assignability. This Revocable Easement, and all its terms and conditions, bind and inure to the benefit of Grantor and Grantee and their respective successors. Grantee may not assign this Revocable Easement to any person, firm, corporation, partnership, or other entity, without the prior written consent of Grantor. Any assignment must provide that the assignee unconditionally assumes all the duties and obligations of assignor upon the same terms and conditions as set out in this Revocable Easement, which assumption of duties and obligations is partial consideration for Grantor's consent to the assignment. Notwithstanding the foregoing, Grantee may assign its rights herein granted, in whole or in part, with prior notice to Grantor, to any: (i) entity that, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control of, Grantee, (ii) entity to whom Grantee has assigned all or substantially all of its assets, or (iii) bank, financing institution or other lender, or groups thereof, pursuant to the terms of any financing or security agreements or deeds of trust.

Notice must be provided to:

Land Acquisition Manager
1201 Leopard Street, 3rd Floor
Corpus Christi, TX 78401

11. Construction Drawings & As-Builts. Grantee must provide the Director of Solid Waste with a set of construction plans for all work proposed for the improvements

located within the Revocable Easement Area for Director's review and approval, such approval not to be unreasonably withheld, conditioned or delayed. The Grantee must provide the Director with a set of as-built drawings of the improvements within 60 days after completion of construction; failure to do so may result in Grantee's Revocable Easement being forfeited.

12. Insurance. Grantee must comply with insurance requirements shown in Exhibit C.

13. Indemnity. Grantee must fully indemnify the City of Corpus Christi, its officers, employees and agents ("Indemnitees") against any and all liability, damage, loss claims, demands, and actions of any nature whatsoever on account of personal injuries (including without limitation, workers compensation and death claims), or property loss or damage of any kind, or any other kind of damage which arise or are claimed to arise out of or in connection with the Grantee's or Grantee's officers', agents', and/or employees' ("Grantee's Agents") and/or Grantee's contractors' negligent acts or omissions or acts of intentional or willful misconduct in their respective installing or marking of the Improvements or other construction, operation, maintenance, repair, control, or use of the Improvements or the Revocable Easement Area, including but not limited to, those damages arising out of Indemnitees' intentional or negligent acts in cutting or causing to be cut the Improvements during installation, repair, replacement, maintenance, or operation of City utilities located in or adjacent to the Revocable Easement Area; and including but not limited to those damages arising out of the Grantee's or Grantee's Agents' intentional or negligent acts in cutting or causing to be cut City utility lines during Grantee's or Grantee's Agents' or Grantee's contractors' use of the Revocable Easement Area. This provision shall continue so long as Grantee's Improvements are located on City property.

14. Repairs to City's Improvements or Franchisees' Preexisting Improvements. Grantee will repair, or cause to be repaired, any damage its construction, operation, repair, relocation, replacement or maintenance of the Improvements causes to a City street, water, sanitary sewer, storm sewer, gas, drainage facility, or to a Franchisees' Preexisting Improvements if the City Improvements or Franchisees' Preexisting Improvements were in place prior to Grantee's initial installation of the Improvements.

15. Abandonment of pipeline. Grantee may leave abandoned pipe in place unless the Director of Solid Waste requires the Grantee to remove the abandoned pipe

to facilitate city operations or protect the public safety. Upon notice, Grantee shall promptly remove the specified abandoned Improvement. If Grantee abandons Improvements, the Grantee remains responsible for the safe condition of the Improvements after the pipe is abandoned. The City will not assume ownership or control over the abandoned Improvements, and the City assumes no responsibility for their maintenance and safety, unless the City in writing accepts a particular facility. Subsection 49-97(e) of the City Code of Ordinances continues to apply to any pipe, facilities and appurtenances not removed by Grantee after abandonment. If Grantee removes any pipe, facilities or appurtenances, the Grantee shall restore the City property, at the sole cost of the Grantee, under subsection 49-97(c) of the City Code of Ordinances.

16. General Conditions.

a) *Recordation.* Grantee, at Grantee's expense, will record the Revocable Easement at the Office of the County Clerk, Nueces County Courthouse and Grantee will provide a recorded copy to Grantor.

b) *Notification and Verification.* Contractor must verify depth and locations of City Utilities, and all Franchisees' Preexisting Improvements in or near the Revocable Easement Area 48 hours prior to commencing any routine construction or repair work, other than bona fide emergency repairs which must be reported to the appropriate Utilities Representative(s), the Street Superintendent, and the appropriate Franchisee's Representative(s) immediately upon Grantee's knowledge of the need for repairs.

c) Contractor must not leave trenches or pits in the Revocable Easement Area open overnight unless Contractor provides adequate safety and security devices to prevent possible injuries or accidents. All trenches or pits must be backfilled as soon as possible, the backfill properly compacted, the surface restored, and the work all done in a neat and workmanlike manner. No bore pits may be left open longer than 14 calendar days regardless of location. Barrel type barricades will be placed adjacent to all pits.

d) *Uncovering City Utilities.* A City Inspector has the authority to request Contractor to uncover a Utility Line in the Revocable Easement Area to verify its depth or location. If the proposed Improvements cross an existing transmission main (16" diameter and above), the Contractor will uncover the main at the point of intersection with the Improvements, with a Utilities (Water) Representative on-site during excavation. This excavation will occur 24 hours prior to start of construction of that portion of the Improvements that intersect the transmission main.

If the proposed Improvements cross a City Utility, Grantee must maintain a

3-foot vertical separation; however, Grantee must maintain a 12 foot vertical and 5-foot horizontal separation around all existing water transmission mains.

Grantee must properly compact backfill around all existing City Utilities in accordance with all City construction standards. Contractor must take every precaution to not disturb the soil surrounding the existing City Utilities, including any and all thrust blocks.

If Contractor's work on the Improvements damages a Waterline, as determined by the Water Representative, a Water crew must be immediately allowed access to the Revocable Easement Area to make all repairs. All City's costs (labor and equipment) associated with the Waterline repairs will be paid by the Grantee within 30 days after City sends Grantee an invoice. The Water Representative will determine the extent of damage to the Waterline and the type of repair necessary.

e) *City Inspectors.* While work is being done within the Revocable Easement Area, including without limitation work around any existing Water main, Contractor must pay for each City Inspector's time at the Revocable Easement Area at a daily rate of \$301.31 for each day spent inspecting construction, maintenance, repair, replacement, or relocation of said Improvements. A half-day - 4 or more hours of work - constitutes a whole working day for purposes of calculation. Any time in excess of 8 hours a day, or on Saturday, Sunday, and Holidays, is calculated at a daily rate of \$56.49 per hour. Grantee must pay these funds to the appropriate City Department within the City as allocated by the Director. The daily rate and overtime charges may be changed by the Director of Engineering Services each August 1 based upon the average wages of the City Inspectors.

f) *Drainage, grading, and erosion.* Contractor must maintain proper drainage at all times, including without limitation at the end of each work day, in all drainage ditches impacted by the construction, maintenance, repair, replacement, or operation of the Improvements.

After completion of, or in the event of repair or replacement of, the Improvements, Contractor must reshape and grade, and sod if applicable, drainage ditches to a correct and permanent condition as reasonably determined by the Director. If the drainage ditch is concrete there will be no grading, etc., but the ditch must be repaired to its previously existing condition as reasonably determined by the Director.

g) *Equipment and materials.* Grantee may not store or leave overnight any equipment or material on City property. Grantee's equipment or stockpile

of material on private property, or on City right-of-way during the day, must not obstruct the vision of vehicles or pedestrians for 500 feet in either direction from a street intersection or driveways onto a street.

h) Guarantee. Grantee's workmanship and materials must comply with all applicable City Standards and all work must be guaranteed by the Grantee for a one-year period from the date Grantee provides the as-built drawing to the Director.

i) Notification of Leaks. Grantee must notify Grantor of any spills and leaks within the Revocable Easement Area within two business days after Grantee is aware of the spill or leak. Grantee must pay for all remediation costs related to its Improvements spills or leaks within the Revocable Easement Area. Grantee must provide Grantor a remediation plan that complies with all applicable federal, state, and local rules and regulations at the time of discovery of the leak or spill. The City Manager or designee may investigate the condition and extent of the leaks and spills.

17. City use of Revocable Easement Area. All rights granted Grantee, are subordinate to all uses as the City may make of such Revocable Easement Area, and street rights-of-way for public purposes, and any drainage right-of-way for State, County, or City purposes

It is mutually understood and agreed that this Agreement, as written, covers all covenants, agreements, and stipulations between the parties and that no representations or statements, written or oral, have been made modifying, adding to, or changing the terms hereof, and that any party securing this conveyance on behalf of Grantee is without authority to make representation, stipulation, covenant or agreement not herein expressed.

Executed this the ____ day of _____, 2023

GRANTOR

ATTEST:

THE CITY OF CORPUS CHRISTI

City Secretary

By: _____
Jeff H. Edmonds, P.E.
Director of Engineering Services

APPROVED AS TO LEGAL FORM:

_____ day of _____, 2023

By: _____
Assistant City Attorney
City Legal Department

THE STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me this _____ day of _____, 2023, by Jeff H. Edmonds, P.E., Director of Engineering Services of the City of Corpus Christi, a Texas municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

GRANTEE

The above and foregoing REVOCABLE EASEMENT is accepted this the 3rd day of November, 2023, by Kevin Taliaferro, in his capacity as Sr. Director of Land and Right of Way of HPL GP, LLC, general partner of Houston Pipe Line Company, LP, the Grantee herein, and Grantee agrees to keep and perform the conditions imposed by the Revocable Easement.

Houston Pipe Line Company, LP

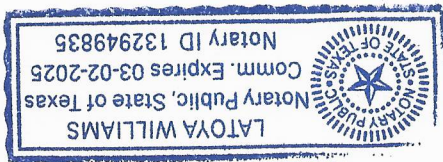
By: HPL GP, LLC, its general partner

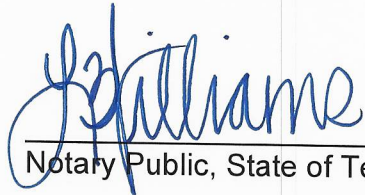
By: Kevin Taliaferro
Kevin Taliaferro, Sr. Director of Land & Right of Way

THE STATE OF TEXAS §

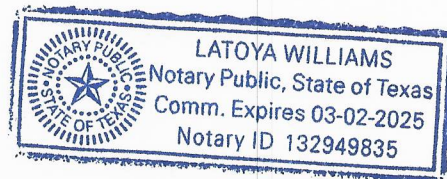
COUNTY OF DALLAS §

This instrument was acknowledged before me this 3rd day of November 2023, by Kevin Taliaferro as Sr. Director of Land & Right of Way of HPL GP, LLC, general partner of Houston Pipe Line Company, LP who declared that they executed the same for the purposes therein stated and with proper authority to do so.





Notary Public, State of Texas



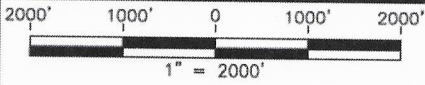
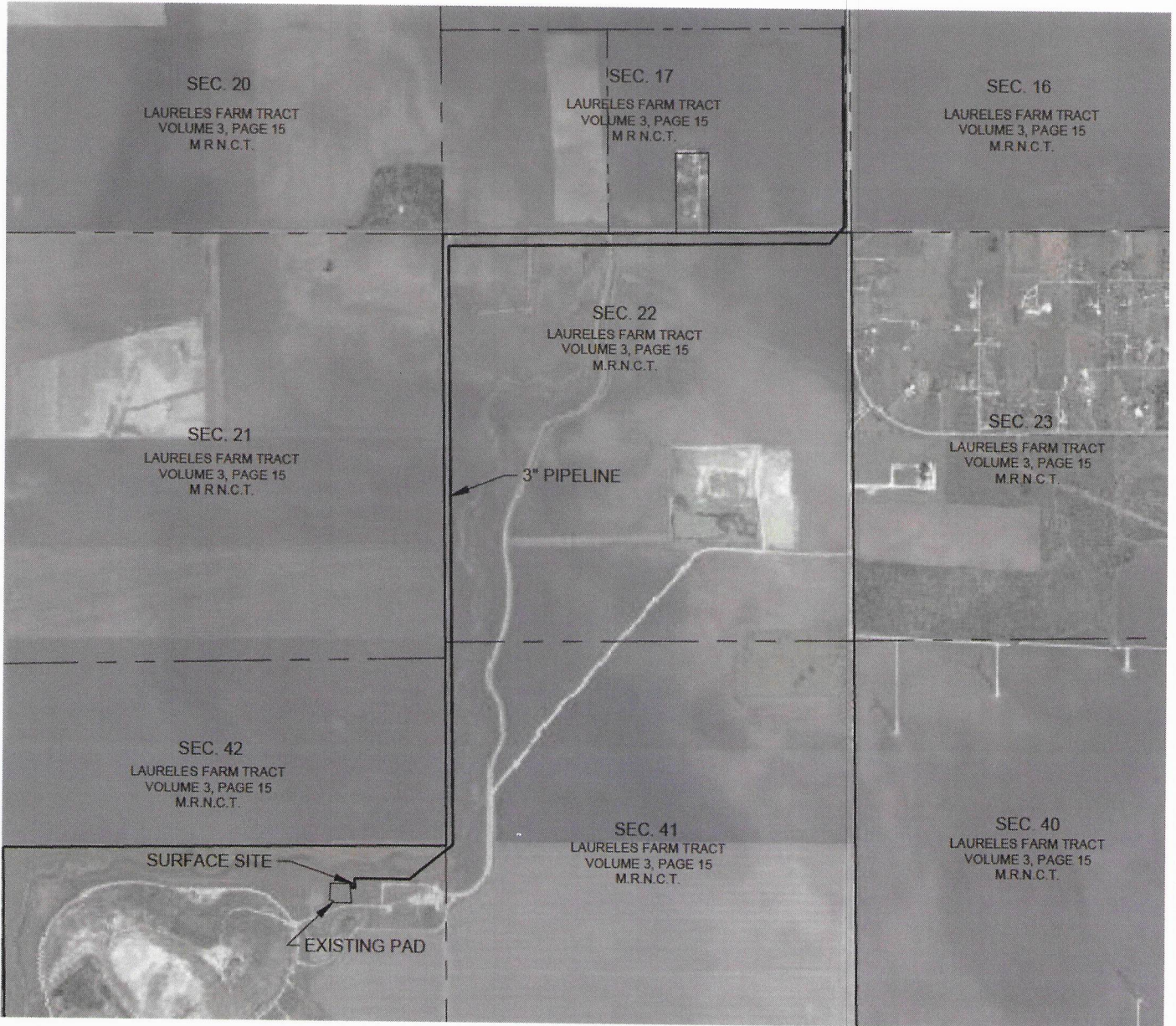



EXHIBIT "A"
RAMON DE YNOJOSA SURVEY, A-411
LAURELES FARM TRACT
NUECES COUNTY, TEXAS
LOCATION MAP

TOTAL LENGTH: 14,357.44 FEET OR 870.15 RODS
 TOTAL EASEMENT: 9.89 ACRES
 TEMPORARY WORKSPACE: 6.40 ACRES



PIPELINE, STATION, OR ACCOUNT NUMBER CEFE VALENZUELA PIPELINE		SCALE 1" = 2000'	CONST. YR. 2023	 1503 S. BARNES, PAMPA, TX 79066 TBPELS No. 10193994 OFFICE 806-565-0770 39350 IH-10 WEST, BOERNE, TX 78006 TBPELS No. 10194069 OFFICE 830-516-5009	PROJECT NO. ORFS-400-575
FILENUMBER N/A	CADD FILENAME CVP-NU-TX-CCOC.DWG	DRAWN RR	DATE 05-17-23		PREVIOUS DWG. NO.
REV. NO. - DESCRIPTION	BY	DATE	APP.	HPL COMPANY, LP	
1 UPDATE CLIENT LOGO	KS	06-19-23			
2 RE-ROUTE	CL	06-26-23			
3 UPDATE RE-ROUTE	CL	06-29-23			
4 RE-ROUTE-EOL	JW	07-19-23			
5 RE-ROUTE-EOL	JW	07-24-23			
6 UPDATE PROJECT NAME	TDD	07-27-23			
				SHT. OF	
				DWG. NO.	
				LOCATION MAP 	
				SHT. 1 OF 4	

1000' 500' 0 500' 1000'

1" = 1000'

EXHIBIT "A"

NUECES COUNTY, TEXAS

PIPELINE EASEMENT PLAT

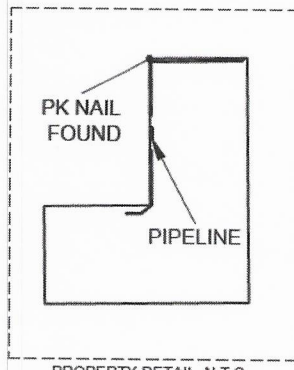
TOTAL LENGTH: 14,357.44 FEET OR 870.15 RODS

TOTAL EASEMENT: 9.89 ACRES

TEMPORARY WORKSPACE: 6.40 ACRES

LINE	BEARING	DISTANCE
1	S 39°48'37" W	188.20'
2	S 89°03'42" W	4920.66'
3	S 00°47'58" E	7761.80'

LEGEND	
	PIPELINE EASEMENT
	TEMPORARY WORKSPACE
	ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)
	EXISTING PIPELINE
	FENCE
	OVERHEAD UTILITY LINE
	ROAD WAY
	SURVEY LINE
	SUBJECT TRACT
	UNDERGROUND ELECTRIC
	WATER LINE
	POWER POLE
	MONUMENT FOUND



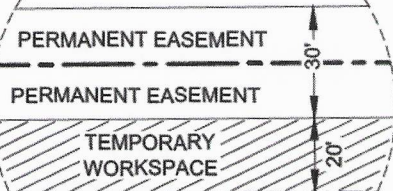
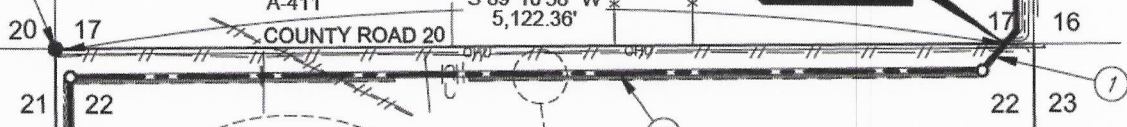
THOMAS LEON BUSENLEHNER
CALLED: 176.285 ACRES
DOCUMENT NO. 2017051416
O.P.R.N.C.T.

P.O.B.
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E:1290886.17

PK NAIL FOUND
N:17129327.58
E:1285764.34

RAMON DE YNOJOSA SURVEY
A-411

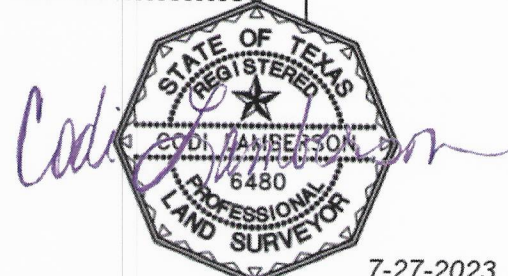
S 89°10'58" W
5,122.36'



SEC 22
LAURELES FARM TRACT
VOLUME 3, PAGE 15
M.R.N.C.T.

CITY OF CORPUS CHRISTI,
A TEXAS MUNICIPAL CORPORATION
CALLED: 2,293.25 ACRES
DOCUMENT NO. 2000038832
O.P.R.N.C.T.

FLOOD ZONE "X"
PNL. NO.: 48355C0500G



CODI LAMBERSON, R.P.L.S. 6480
SURVEYED ON THE GROUND: MAY 09, 2023

- CERTIFICATION IS MADE ONLY TO THE LOCATION OF THIS EASEMENT ACCORDING TO EVIDENCE AND/OR LINES OF OCCUPATION OBSERVED UPON THE DATE OF THIS FIELD SURVEY. ONLY UTILITIES/EASEMENTS THAT WERE VISIBLE AND APPARENT ON THE DATE OF THIS SURVEY, WITHIN/ADJOINING THE DESCRIBED EASEMENT, HAVE BEEN LOCATED, SHOWN AND/OR DESCRIBED HEREON OF WHICH I HAVE KNOWLEDGE OF. THIS CERTIFICATION IS LIMITED TO THOSE PERSONS OR ENTITIES SHOWN ON THE FACE OF THIS EXHIBIT. IS NON-TRANSFERABLE AND MADE FOR THIS TRANSACTION ONLY.
- TITLE INFORMATION HAS BEEN PROVIDED BY THE CLIENT. AS SUCH, OPEN RANGE FIELD SERVICES DOES NOT WARRANT OR GUARANTEE THAT ALL CONFLICTS, EASEMENTS OR ENCUMBRANCES ARE SHOWN. ADJOINER INFORMATION SHOWN OR DESCRIBED IS FOR INFORMATIONAL PURPOSES ONLY.
- ALL BEARINGS, DISTANCES AND COORDINATES CONTAINED HEREIN ARE GRID BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, OF THE NORTH AMERICAN DATUM 1983 (NAD83, REALIZATIONS 2011, EPOCH 2010.0000), IN U.S. SURVEY FEET.
- THE OUTER LIMITS OF THE PIPELINE EASEMENT EXTENDS OR SHORTENS TO THE RESPECTIVE TRACT LINES. TEMPORARY WORKSPACE LIES ADJACENT AND CONTINUOUS TO THE PIPELINE EASEMENT UNLESS NOTED OTHERWISE.
- EASEMENT CENTERLINE IS NOT NECESSARILY THE SAME AS PIPELINE CENTERLINE. THE INTENT IS FOR THE PIPELINE TO BE CONSTRUCTED WITHIN THE PIPELINE EASEMENT AS DESCRIBED HEREON.
- EASEMENT DESCRIPTION OF EVEN DATE ACCOMPANIES AND IS A PART OF THIS SURVEY EXHIBIT.

PIPELINE, STATION, OR ACCOUNT NUMBER CEFE VALENZUELA PIPELINE	SCALE 1" = 1000'	CONST. YR. 2023
FILENUMBER N/A	CADD FILENAME CVP-NU-TX-CCOC.DWG	DRAWN RR
		DATE 05-17-23

OPEN RANGE
FIELD SERVICES, L.L.C.

1503 S. BARNES, PAMPA, TX 79065
TBPELS No. 10193994 OFFICE 806-665-0770
39350 IH-10 WEST, BOERNE, TX 78006
TBPELS No. 10194069 OFFICE 830-816-5009

PROJECT NO.
ORFS-400-575

REV. NO.	DESCRIPTION	BY	DATE	APP.
1	UPDATE CLIENT LOGO	KS	06-19-23	
2	RE-ROUTE	CL	06-26-23	
3	UPDATE RE-ROUTE	CL	06-29-23	
4	RE-ROUTE-EOL	JW	07-19-23	
5	RE-ROUTE-EOL	JW	07-24-23	
6	UPDATE PROJECT NAME	TDD	07-27-23	

HPL COMPANY, LP

PREVIOUS DWG. NO.
LOCATION MAP
SHT. 1 OF 4

DWG. NO.
CVP-NU-TX-CCOC
SHT. 2 OF 4



1000' 500' 0 500' 1000'

1" = 1000'

LEGEND	
	PIPELINE EASEMENT
	TEMPORARY WORKSPACE
	ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)
	EXIST NG PIPELINE
	FENCE
	OVERHEAD UTILITY LINE
	ROAD WAY
	SURVEY LINE
	SUBJECT TRACT
	UNDERGROUND ELECTRIC
	WATER LINE
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	MONUMENT FOUND

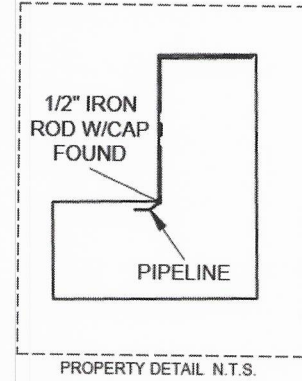
EXHIBIT "A"

NUECES COUNTY, TEXAS

PIPELINE EASEMENT PLAT

TOTAL LENGTH: 14,357.44 FEET OR 870.15 RODS
 TOTAL EASEMENT: 9.89 ACRES
 TEMPORARY WORKSPACE: 6.40 ACRES

LINE	BEARING	DISTANCE
3	S 00°47'58" E	7761.80'
4	S 50°28'04" W	717.98'
5	N 89°35'31" W	699.45'
6	S 00°24'23" W	69.35'



MATCH LINE "A"

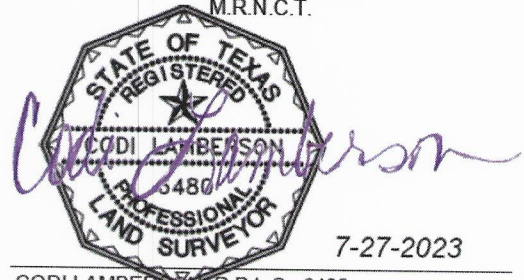
SEC 22
 LAURELES FARM TRACT
 VOLUME 3, PAGE 15
 M.R.N.C.T.

RAMON DE YNOJOSA
 SURVEY
 A-411

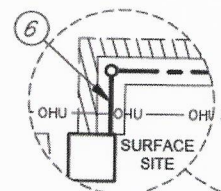
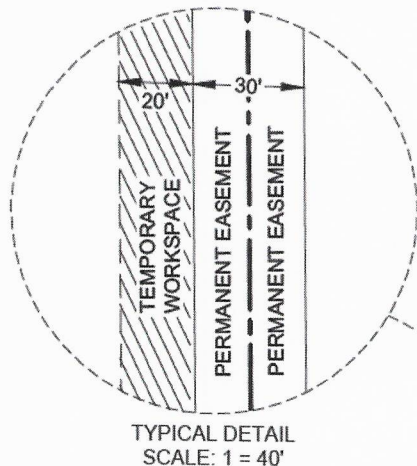
CITY OF CORPUS CHRISTI, A TEXAS
 MUNICIPAL CORPORATION
 CALLED: 2,293.25 ACRES
 DOCUMENT NO. 2000038832
 O.P.R.N.C.T.

FLOOD ZONE "X"
 PNL. NO.: 48355C0500G

SEC 41
 LAURELES FARM TRACT
 VOLUME 3, PAGE 15
 M.R.N.C.T.



CODI LAMBERSON, R.P.L.S. 6480
 SURVEYED ON THE GROUND: MAY 09, 2023



SEC 42
 LAURELES FARM TRACT
 VOLUME 3, PAGE 15
 M.R.N.C.T.

1/2" IRON ROD
 WITH CAP
 FOUND
 N:17121405.27
 E:1285870.10

N 66°21'14" E
 1,277.02'

P.O.T.
 N:17120893.07
 E:1284700.30

- CERTIFICATION IS MADE ONLY TO THE LOCATION OF THIS EASEMENT ACCORDING TO EVIDENCE AND/OR LINES OF OCCUPATION OBSERVED UPON THE DATE OF THIS FIELD SURVEY. ONLY UTILITIES/EASEMENTS THAT WERE VISIBLE AND APPARENT ON THE DATE OF THIS SURVEY, WITHIN/ADJOINING THE DESCRIBED EASEMENT, HAVE BEEN LOCATED, SHOWN AND/OR DESCRIBED HEREON OF WHICH I HAVE KNOWLEDGE OF. THIS CERTIFICATION IS LIMITED TO THOSE PERSONS OR ENTITIES SHOWN ON THE FACE OF THIS EXHIBIT, IS NON-TRANSFERABLE AND MADE FOR THIS TRANSACTION ONLY.
- TITLE INFORMATION HAS BEEN PROVIDED BY THE CLIENT; AS SUCH, OPEN RANGE FIELD SERVICES DOES NOT WARRANT OR GUARANTEE THAT ALL CONFLICTS, EASEMENTS OR ENCUMBRANCES ARE SHOWN. ADJOINER INFORMATION SHOWN OR DESCRIBED IS FOR INFORMATIONAL PURPOSES ONLY.
- ALL BEARINGS, DISTANCES AND COORDINATES CONTAINED HEREIN ARE GRID, BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, OF THE NORTH AMERICAN DATUM 1983 (NAD83, REALIZATIONS 2011, EPOCH 2010.0000), IN U.S. SURVEY FEET.
- THE OUTER LIMITS OF THE PIPELINE EASEMENT EXTENDS OR SHORTENS TO THE RESPECTIVE TRACT LINES. TEMPORARY WORKSPACE LIES ADJACENT AND CONTINUOUS TO THE PIPELINE EASEMENT UNLESS NOTED OTHERWISE.
- EASEMENT CENTERLINE IS NOT NECESSARILY THE SAME AS PIPELINE CENTERLINE. THE INTENT IS FOR THE PIPELINE TO BE CONSTRUCTED WITHIN THE PIPELINE EASEMENT AS DESCRIBED HEREON.
- EASEMENT DESCRIPTION OF EVEN DATE ACCOMPANIES AND IS A PART OF THIS SURVEY EXHIBIT.

PIPELINE, STATION, OR ACCOUNT NUMBER	SCALE	CONST. YR.		1503 S. BARNES, PAMPA, TX 79065 TBPELS No. 10103004 OFFICE 806-665-0770 30260 IH-10 WEST, BOERNE, TX 75006 TBPELS No. 10104069 OFFICE 830-816-5009	PROJECT NO.
CEFE VALENZUELA PIPELINE	1" = 1000'	2023			
FILENUMBER	CADD FILENAME	DRAWN	DATE		PREVIOUS DWG. NO.
N/A	CVP-NU-TX-CCOC.DWG	RR	05-17-23		CVP-NU-TX-CCOC
REV. NO. - DESCRIPTION	BY	DATE	APP.		SHT. 2 OF 4
1 UPDATE CLIENT LOGO	KS	06-19-23			DWG. NO.
2 RE-ROUTE	CL	06-26-23			CVP-NU-TX-CCOC
3 UPDATE RE-ROUTE	CL	06-29-23			SHT. 3 OF 4
4 RE-ROUTE-EOL	JW	07-19-23			
5 RE-ROUTE-EOL	JW	07-24-23			
6 UPDATE PROJECT NAME	TDD	07-27-23			

HPL COMPANY, LP



HPL COMPANY, LP

EXHIBIT "A"
NUECES COUNTY, TEXAS
PIPELINE EASEMENT DESCRIPTION
CEFE VALENZUELA PIPELINE

DESCRIPTION OF A 30 FOOT WIDE PIPELINE EASEMENT, BEING 15 FEET LEFT OF AND 15 FEET RIGHT OF THE HEREIN DESCRIBED EASEMENT CENTERLINE, SITUATED IN SECTIONS 22, 41, AND 42 LAURELES FARM TRACT, AS SHOWN IN VOLUME 3, PAGE 17, MAP RECORDS NUECES COUNTY, TEXAS, (M.R.N.C.T.), IN THE RAMON DE YNOJOSA SURVEY ABSTRACT NO. 411, NUECES COUNTY, TEXAS, IN A CALLED 2,293.25 ACRE TRACT OF LAND, RECORDED IN DOCUMENT NO. 2000038832, OFFICIAL PUBLIC RECORDS, NUECES COUNTY, TEXAS (O.P.R.N.C.T.), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

POINT OF BEGINNING (P.O.B.: N:17129400.64, E:1290886.17), of the herein described centerline being at the North line of said 2,293.25 acre tract, and South line of a called 176.285 acre tract of land recorded in Document No. 2017051416 (O.P.R.N.C.T.), from which a PK nail found for the Northwest corner of said 2,293.25 acre tract bears South 89°10'58" West, a distance of 5,122.36 feet.

THENCE, across said 2,293.25 acre tract the following courses and distances:

- South 39°48'37" West a distance of 188.20 feet;
- South 89°03'42" West a distance of 4,920.66 feet;
- South 00°47'58" East a distance of 7,761.80 feet;
- South 50°28'04" West a distance of 717.98 feet;
- North 89°35'31" West a distance of 699.45 feet;

THENCE South 00°24'23" West a distance of 69.35 feet, to the **POINT OF TERMINATION (P.O.T.: N:17120893.07, E:1284700.30)**, at the North line of a proposed surface site (surveyed concurrently), within said 2,293.25 acre tract, from which a 1/2-inch iron rod with cap found for an interior angle corner of said tract bears North 66°21'14" East, a distance of 1,277.02 feet.

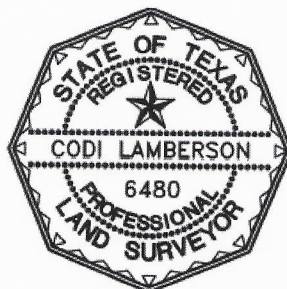
The herein described easement centerline having a total distance of 14,357.44 linear feet (870.15 rods), and said pipeline easement containing 9.89 acres of land.

All bearings, distances and coordinates contained herein are grid, based upon the Texas State Plane Coordinate System, South Zone, of the North American Datum 1983 (NAD83, Realization 2011, Epoch 2010.00), in U.S. Survey Feet.

A survey exhibit of even date accompanies and is considered an integral part of this easement description.



Codi Lamberson
Texas RPLS No. 6480

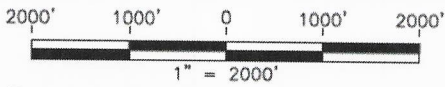


Date: 05-17-2023

Date of Field Survey: 05-09-2023

Revision 6: 07-27-2023

EXHIBIT B
(access sketch)

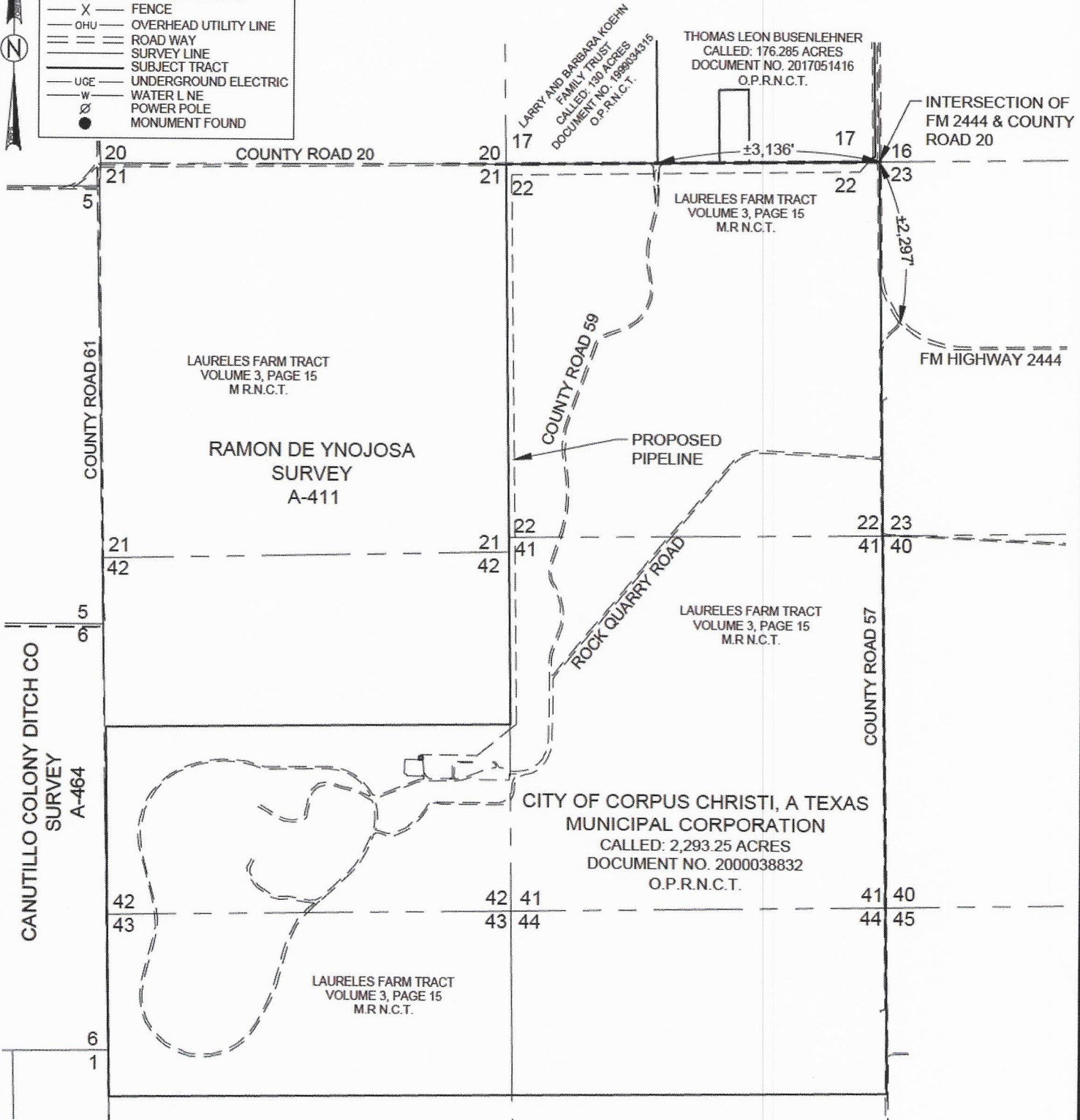


SKETCH

NUECES COUNTY, TEXAS

INGRESS-EGRESS SKETCH

LEGEND	
	ROAD
	EXISTING PIPEL NE
	FENCE
	OVERHEAD UTILITY LINE
	ROAD WAY
	SURVEY LINE
	SUBJECT TRACT
	UNDERGROUND ELECTRIC
	WATER L NE
	POWER POLE
	MONUMENT FOUND



PIPELINE, STATION, OR ACCOUNT NUMBER CEFE VALENZUELA PIPELINE		SCALE 1" = 2000'	CONST. YR. 2023		1503 S. BARNES, PAMPA, TX 79065 TBPELS No.: 10103004 OFFICE: 806-665-0770 30350 IH-10 WEST, BOERNE, TX 78006 TBPELS No.: 10104060 OFFICE: 830-816-5009	PROJECT NO. ORFS-400-575
FILENUMBER N/A	CADD FILENAME CVP-NU-TX-INGRESS-EGRESS SKETCH.DWG	DRAWN KS	DATE 05-16-23			PREVIOUS DWG. NO.
REV. NO. - DESCRIPTION	BY	DATE	APP.	<h2 style="margin: 0;">HPL COMPANY, LP</h2>		SHT. OF DWG. NO. CVP-NU-TX SHT. 1 OF 1
1	UPDATED TO SHOW RE-ROUTE	TDD	7-6-23			
2	UPDATED PROJECT NAME	TDD	7-27-23			

EXHIBIT C

INSURANCE REQUIREMENTS

I. GRANTEE'S LIABILITY INSURANCE

- A. Grantee must not commence work under this agreement until all insurance required herein has been obtained and such insurance has been approved by the City.
- B. Grantee must furnish a copy of the Certificates of Insurance with applicable policy endorsements, showing the following minimum coverage by insurance company(s) acceptable to the City's Risk Manager. The City must be listed as an additional insured for the General Liability and Auto Liability policies and a blanket waiver of subrogation is required on all applicable policies.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30 day written notice of cancellation is required on all certificates or by policy endorsement	Bodily Injury and Property Damage Per occurrence - aggregate
COMMERCIAL GENERAL LIABILITY (including): <ol style="list-style-type: none"> 1. Commercial Broad Form 2. Premises – Operations 3. Underground Hazard (if applicable) 4. Products/ Completed Operations Hazard 5. Contractual Liability 6. Independent Contractor 7. Personal Injury/ Advertising Injury 8. Sudden & Accidental Pollution Liability 	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
UMBRELLA/EXCESS LIABILITY	\$10,000,000 Per Occurrence \$10,000,000 Aggregate
AUTOMOBILE LIABILITY <ol style="list-style-type: none"> 1. Owned Vehicles 2. Hired and Non-owned Vehicles 	\$1,000,000 COMBINED SINGLE LIMIT
WORKERS' COMPENSATION All States Endorsement is Required if Not Domiciled in Texas	Which Complies With The Texas Workers' Compensation Act
EMPLOYERS' LIABILITY	\$500,000/\$500,000/\$500,000

- C. In the event of accidents of any kind, Grantee must furnish the Risk Manager with copies of all reports related to this permit of such accidents within 10 days of any accident.

II. ADDITIONAL REQUIREMENTS

- A. Grantee must obtain workers' compensation coverage through a licensed insurance company in accordance with Texas law. The contract for coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The coverage provided must be in amounts sufficient to assure that all workers' compensation obligations incurred will be promptly met. An "All States" endorsement shall be required if Grantee is not domiciled in Texas.
- B. Grantee shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Grantee's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
- C. The City shall be entitled, upon request and without expense, to receive copies of the policies, declarations page and all endorsements thereto as they apply to the limits required by the City. Grantee shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Grantee shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

City of Corpus Christi
Attn: Risk Management
P.O. Box 9277
Corpus Christi, TX 78469-9277
(361) 826-3980

- D. **Grantee agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
- Name the City and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement or comparable policy language, as respects operations, completed operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
 - Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
 - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and

- Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- E. Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, Grantee shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Grantee's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this agreement.
- F. In addition to any other remedies the City may have upon Grantee's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Grantee to stop work hereunder until Grantee demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which Grantee may be held responsible for payments of damages to persons or property resulting from Grantee's or its subcontractor's performance of the work covered under this agreement.
- H. It is agreed that Grantee's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this agreement.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.