

REVOCABLE EASEMENT
(Dean Pipeline Company, LLC – TX-NU-0076.10000)

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF NUECES §

That, 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 sum of Ten Dollars (\$10.00) to it in hand paid by DEAN PIPELINE COMPANY, LLC, a Texas limited liability company, whose address is 1100 Louisiana, Suite 1000, Houston, Texas 77022 ("Grantee"), the receipt of which is acknowledged, and the further consideration of "Grantee" complying with the City's Hazardous Substances, Liquids, and Gas Pipelines and Distribution System Ordinance, Article VII Chapter 35 Code of Ordinances, and City's pipeline ordinance, Article VII Chapter 49 Code of Ordinances, as amended, has GRANTED, SOLD, AND CONVEYED, and by these presents does GRANT, SELL, AND CONVEY, upon the conditions hereinafter stated unto the said DEAN PIPELINE COMPANY, LLC, a non-exclusive thirty-foot (30') wide easement together with the right to install, operate, repair, replace, relocate and maintain one pipeline, not to exceed eight (8) inches in 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 natural gas, gaseous products, crude oil, and other hydrocarbons or minerals, whether in gaseous or liquid form, across, under and upon the land owned by Grantor described and shown on the attached Exhibit A and Exhibit B.

TO HAVE AND TO HOLD the same unto the Grantee its successors and assigns, together with the right to enter upon Grantor's tract of land as described and shown on the attached and incorporated **Exhibits "A" and "B"**, for the purpose of relocating, installing, operating, repairing, replacing, and maintaining said Improvements under the following conditions.

1. Definitions:

- a) City means the City of Corpus Christi, a Texas home-rule municipal corporation.
- b) Grantor means City, and may be used interchangeably with City.
- c) City Manager means the City's City Manager or his designee.
- d) Director means City's Director of Engineering Services or his designee.
- e) Risk Manager means City's Director of Risk Management or his designee.

- f) City Attorney means City's City Attorney or his designee.
- g) Grantee means Dean Pipeline Company, LLC.
- h) Improvements means one pipeline not to exceed eight (8) inches in diameter, together with appurtenant facilities including, but not limited to, valves, meters, regulators, cathodic protection, pigging facilities, test leads, and aerial markers all within City property.
- i) Contractor means Grantee's agent to construct, maintain, replace, repair, or remove the Improvements.
- j) Exhibit "A" means the description of the Grantor's land and Exhibit "B" means the survey map showing the location where the Improvements enter or cross City property.
- k) City Utilities means the City's Water, Wastewater, Storm Water and Gas divisions.
- l) Franchisees' Preexisting Improvements means those improvements owned or operated by a franchise or licensee of the City that were in place prior to the Improvements installed under this Revocable Easement.
- m) Utilities Representative means the applicable City Utilities representative that needs to be notified (1) prior to routine construction or repair work or (2) prior to or concurrently with emergency repair work. During routine relocation, installation, operation, repair, replacement, and maintenance work the Utilities Representative will be the appropriate Water, Wastewater, Storm Water or Gas division foreman on duty. The City has Water, Wastewater, and Gas crews on duty or on-call 24 hours a day, 365 days a year. The Water Representative, the Wastewater Representative, the Gas Representative, and the Drainage Representative is the respective name for each division's authorized representative as set out above, and collectively called the Utilities Representative.
- n) Franchisee's Representative means the representative of a City franchisee or licensee that has preexisting Improvements within 2-feet of the proposed Improvements that need to be notified (1) prior to routine construction or repair work or (2) prior to or concurrently with emergency repair work. During routine installation, maintenance, or repair work each franchisee's or licensee's representative (e.g. the SWBT Representative, the AEP Representative) will be contacted. The franchisee and licensee representatives are collectively called Franchisee's Representative.

o) City Inspector means that person acting on behalf of a City Utility or the City Street Department inspecting the relocation, installation, operation, repair, replacement, and maintenance of the Improvements.

p) Revocable Easement Area means that portion of City property upon which the Improvements will be installed, operated, repaired, replaced, and maintained.

2. 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.

3. 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.

4. 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 twelve (12') feet clearance between Grantee's pipelines and any 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.

5. Crossing or Ditch Requirements. Prior to any repair or replacement of the Improvements, 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 ten (10') feet between Grantee's pipeline and any existing concrete lined drainage channels located on Grantor's property.

6. 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.

7. 60 Day Revocation. Grantee understands and agrees that the right and easement herein granted may be revoked at any time by the City of Corpus Christi acting

through its City Manager, and Grantee may be required to remove the Improvements at Grantee's sole expense upon 60 days' notice in writing. If Grantee is in violation of Department of Transportation or Railroad Commission laws, rules, or regulations, or City ordinances, Grantee will be given written notice of the violation and 30 days from receipt of such notice to commence to cure the stated violations, within the overall 60 day period. 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.

8. 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. 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.

9. Assignability. This Revocable Easement, and all its terms and conditions, bind and inure to the benefit of Grantor and Grantee and their respective lessees, licensees, successors, and assigns. Grantee may assign this Revocable Easement to any person, firm, corporation, partnership, or other entity, with the prior written consent of Grantor's City Manager, which consent will not be unreasonably withheld. 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.

10. Construction Drawings & As-Built. Grantee must provide Director with a set of construction plans for all work proposed for the Improvements located within the Revocable Easement Area, one month prior to the start of construction, for Director's review and approval. The plans will tie the centerline of the proposed Improvements to the centerline of the Revocable Easement Area. Any centerline improvements will also be tied to the existing utility centerlines. The Grantee must provide the Director with a complete depth profile, distance, and location of its Improvements from existing City utilities, other franchised utilities, and other pipelines, that fall within the Revocable Easement Area. The Grantee is advised that centerline of proposed Improvements must have a minimum centerline to centerline horizontal distance as shown in the table below:

Water	- 60"	TimeWarner	- 12"	KMC	- 12"
Wastewater	- 18"	SWB/AT&T	- 12"	ICG	- 12"
Gas	- 18"	AEP (CPL)	- 12"	Grande(ClearSource)	- 12"
Storm Water	- 18"	ESPIRE	- 12"	Caprock	- 12"

The Grantee must provide the Director with a 11 x 17 " size reproducible 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 by the City.

11. **Insurance.** The Grantee must not commence work under this Agreement until it and its Contractor have obtained through self-insurance or insurance policies required herein and proof of such insurance as evidenced by the Certificate of Insurance has been submitted to and approved by the Risk Manager. The required type and amount of required insurance coverage is specified in the attached and incorporated **Exhibit "C"**. The Grantee and its Contractor, if any, must have and maintain Commercial General Liability Insurance during the entire construction phase of the project. When construction is finished and the Improvements completed the Grantee must have and maintain Commercial General Liability Insurance through self-insurance or insurance policies for the entire duration of this Revocable Easement and for so long as Grantee's Improvements are located in or upon property of the Grantor. This provision shall survive termination or expiration of this Revocable Easement.

The contractual liability portion of this insurance must be broad enough to cover the indemnity agreement in this Agreement. Such policies of insurance must include the City as an additional insured with respect to any liability arising out of the Grantee's and its Contractor's use or maintenance of the Improvements in the Revocable Easement Area. The insurance policies specified must include an endorsement stating that the insurance company(ies) must give the Director 30 days written notice by certified mail, before any policy covered thereby is canceled, not renewed, or materially changed. Copies of all insurance policies from Grantee and Contractor must be provided to City Attorney within 30 days after City Manager's reasonable written request therefor.

Grantee and Contractor, if applicable, must provide copies of all insurance policies to the City Attorney within 30 days of the City Manager's reasonable request therefor if an incident-relating to the Improvements or Grantee's operations hereunder-occurs that reasonably appears to be covered by such insurance. If such copies are requested and provided, Grantee may mark the information in Grantee's policies that Grantee believes is confidential or proprietary. If City is requested to provide all or part of Grantee's insurance policies to third parties, City will timely forward the records to the Attorney General for a determination whether the records are "Public Information" under the Texas Public Information Act. City will contemporaneously notify Grantee of the open records request so that Grantee may participate in any available procedures and take steps it believes necessary to protect the nature of the confidential or proprietary information.

12. **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.

13. 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, 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.

14. Abandonment of pipeline. Grantee may leave abandoned pipe in place unless the Director requires the Grantee to remove the abandoned pipe to facilitate city operations or protect the public safety. Upon notice from the Director, Grantee shall promptly remove the specified abandoned Improvement. If a 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.

15. 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.

The Utility Representatives, the Street Superintendent, and the Franchisee's Representatives may have a representative present during Grantee's construction, repair, or emergency repair operations.

c) *Permit.* 48 hours prior to commencing any routine construction or repair work, and by 9 a.m. the next work day for emergency repairs, the Grantee will apply to the Director or his designee for a permit before disturbing part of the Revocable Easement Area. Grantee must perform the work in accordance with the permit and all applicable federal, state, and local laws and regulations.

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.

At a minimum the following items will be included in the permit:

i) *Bore.* Grantee's pipelines crossing the Revocable Easement Area will be dry or slick bored. Wet or slick bore may be approved by the Director if the Grantee will provide the Director or "Designee" sufficient and satisfactory soil analysis information to support the wet bore.

ii) *Open-Cut.* Grantee or its Contractor must saw cut any existing concrete and asphalt down to sub-base, and replace with new concrete or asphalt. The pavement repair must consist of 5-inches of compacted Hot Mix Asphalt Concrete (HMAC) Type D to be placed in two lifts, i.e., 3-inches and 2-inches or two lifts of 2.5-inches. The HMAC pavement must extend over the existing base for a width of 12-inches on either side of trench cut. Subgrade will be trenched with some prime coat MC-70 at 0.15 gal./sy. Final backfill shall consist of cement stabilized sand containing a minimum of 2 sacks of Standard Type I Portland cement per cubic yard of sand in street right-of-way where asphalt concrete pavement has been cut and surface. Pavement will be restored as described five feet on each side of cut centerline, such that no settlement will occur in roadway area. Grantee will encase the Improvements in sand, with a minimum of 8-inches around the Improvements.

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 twelve (12) foot vertical and 5-foot horizontal separation around all water transmission mains.

Grantee must properly compact backfill around all existing City Utilities in accordance with all City construction standards, including City Water Distribution System Standards, paragraph 15(c), and the City Inspector's request. 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.

If Contractor's work on the Improvements damages a City Utility line and soil or sand enters service lines and causes damage to residential or non-residential plumbing, Grantee must resolve the damage issue with the individual owners, including all costs associated with resolution.

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 each August 1 based upon the average wages of the City Inspectors. The new charges will be on file with the Director.

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 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 determined by the Director.

If there is any erosion of roadway or private property due to loss of existing vegetation along the banks of the drainage ditches, or from any other condition due to disturbing the soil along the Revocable Easement Area caused by Grantee relocating, installing, operating, repairing, and replacing the Improvements, Grantee must resolve the damages issue with the individual owners, including all costs associated with resolution.

g) Damages to structures. If there is any damage to driveways, culverts, head walls, and any other structure, public or private, caused by Grantee relocating, installing, operating, repairing, and replacing the Improvements, Grantee must resolve the damages issue with the individual owners, including all costs associated with resolution.

h) Equipment and materials. Grantee may not store or leave overnight any equipment or material in City property. Grantee's equipment or stock pile 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 either direction from a street intersection or driveways onto a street.

i) Aesthetics. To preserve and protect trees, shrubbery, and other aesthetic features on the street right-of-way and on City property, the Director may specify the extent and methods of tree removal, tree trimming, or replacement, and replacement of other aesthetic features, including specifying the methods of installing the Improvements. The Director will use due consideration in establishing the value of trees and other aesthetic features in the proximity of the proposed Improvements and any special requirements justified by the value of the trees and other aesthetic features.

j) Testing. City Inspector determines when laboratory testing will be required, the number, location, and frequency of testing. All testing is at the Contractor's expense.

k) *Safety.* The City Inspector may request any other conditions that may be required to complete this project in a safe and workmanlike manner.

l) *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 reproducible, as-built drawing required by Section 10, to the Director.

m) *Notification of Leaks.* Grantee must notify Director 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 Director 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 may investigate the condition and extent of the leaks and spills.

16. 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 right-of-ways for public purposes, and any drainage right-of-way for State, County, or City purposes. Grantee will take full precaution when entering, using, and working within the Exhibit A and B easement area.

17. Sale of Natural Gas - Restrictions. Grantee is expressly prohibited from the sale or distribution of natural gas to consumers, whether industrial, commercial or residential, except AEP (Central Power & Light Company), which consumers are located within the city limits of the City of Corpus Christi as may be amended from time to time. It is expressly provided that, as used in this paragraph, the sale of "natural gas" does not include the intercompany sale or transfer by or between two or more business entities of fuel gas or fuel in any form used and consumed in the fractionation, heating, distilling, producing or manufacturing process, of the petro-chemical industry.

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.

[SIGNATURES ON THE FOLLOWING PAGES]

Executed this the ____ day of _____, 2020

GRANTOR

ATTEST:

THE CITY OF CORPUS CHRISTI

City Secretary

By: _____
Michael Rodriguez
Chief of Staff

APPROVED AS TO LEGAL FORM:

11 day of March, 2020

By: 
Assistant City Attorney
City Legal Department

THE STATE OF TEXAS §

COUNTY OF NUECES §

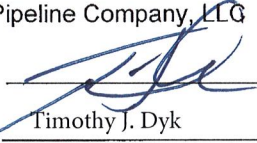
This instrument was acknowledged before me this ____ day of _____, 2020, by Michael Rodriguez, Chief of Staff for the City of Corpus Christi, a Texas municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

GRANTEE

The above and foregoing REVOCABLE EASEMENT is accepted this the 9th day of March, 2020, by Timothy J. Dyk, in their capacity as Agent and Attorney-in-Fact of Dean Pipeline Company, LLC, the Grantee herein, and Grantee agrees to keep and perform the conditions imposed by the Revocable Easement.

Dean Pipeline Company, LLC

By: 

Name: Timothy J. Dyk

Title: Agent and Attorney-in-Fact

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me this 9th day of March, 2020, by Timothy J. Dyk as Agent and Attorney-in-Fact of Dean Pipeline Company, LLC 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

TX-NU-0076.10000

**DEAN EXPANSION
FIELD NOTES DESCRIPTION
FOR A PROPOSED 30-FOOT WIDE PIPELINE EASEMENT TO BE ACQUIRED
BY DEAN PIPELINE COMPANY, LLC
ACROSS PROPERTY BELONGING TO
CITY OF CORPUS CHRISTI
LOCATED IN THE GREGORIO FARIAS GRANT SURVEY, A-592
NUECES COUNTY, TEXAS**

Description of a proposed 30-foot wide pipeline easement across property belonging to City of Corpus Christi, a called 4.93 acres, more or less, being described in Volume 1370, Page 27 of the Deed Records of Nueces County, Texas, located in the Gregorio Farias Grant Survey, A-592, Nueces County, Texas, and described as follows:

Commencing at a found 1/2" iron pipe at the Southeast corner of property belonging to City of Corpus Christi, thence North 56 degrees 01 minutes 44 seconds West, for a distance of 657.31 feet to the **POINT OF BEGINNING**, and having coordinates of X=1,270,286.92 and Y=17,200,539.34, thence along the centerline of the said proposed pipeline easement as follows:

Thence North 03 degrees 30 minutes 16 seconds West, for a distance of 251.11 feet to the **POINT OF ENDING**, having coordinates of X=1,270,271.57 and Y=17,200,789.98, which bears North 55 degrees 55 minutes 24 seconds West, for a distance of 387.28 feet from a found 3/4" rebar on the Northeast line of the property line belonging to City of Corpus Christi at its intersection with the Northwest line of Loma Alta Road, with a total length of **251.11 feet** or **15.22 rods** and affecting **0.17 acres**.

Temporary Workspace

Temporary workspace being located along, parallel to, and adjacent to a 30-foot wide permanent easement described herein containing 0.16 acres of land, more or less, as shown on Exhibit "B" for the construction of the pipeline and appurtenant facilities.

Additional Temporary Workspace

In addition, adjacent to and across any and all highways, roads, streets, railroads, canals, ditches, streams or other waterways and pipelines and where the bearing of the easement changes, grantee shall have the right to use additional temporary workspace as shown on Exhibit "B" for the construction of the pipeline and appurtenant facilities.

All workspaces shown on Exhibit "B" are for construction purposes only and are not a part of the easement.

Temporary Access Road

Description of a 20-foot wide temporary access road across property belonging to City of Corpus Christi, a called 4.93 acres, more or less, being described in Volume 1370, Page 27 of the Deed Records of Nueces County, Texas, located in the Gregorio Farias Grant Survey, A-592, Nueces County, Texas, and described as follows:

Commencing at a found 3/4" rebar at a point on the Northeast line of property belonging to City of Corpus Christi at its intersection with the Northwest line of Loma Alta Road, thence North 62 degrees 35 minutes 15 seconds West, for a distance of 310.93 feet to the **POINT OF BEGINNING**, and having coordinates of X=1,270,316.34 and Y=17,200,716.13, thence along the centerline of the said temporary access road as follows:

Thence North 16 degrees 29 minutes 35 seconds West, for a distance of 56.81 feet to the **POINT OF ENDING**, having coordinates of X=1,270,300.21 and Y=17,200,770.61, with a total length of 56.81 feet or 3.44 rods and affecting 0.03 acres.

All bearings, distances and coordinates are based on the NAD 83 (2011) Texas South Zone Coordinate System. The above described centerline of proposed 30-foot wide permanent pipeline easement is delineated on a plat prepared by C. H. Fenstermaker & Associates, L.L.C. dated August 18, 2019.



Leroy J. Gary, Jr., RPLS
Texas RPLS Registration #6264
C. H. Fenstermaker & Associates, L.L.C.
135 Regency Square
Lafayette, LA 70508
337-237-2200
Texas Firm No. 10028500



August 18, 2019

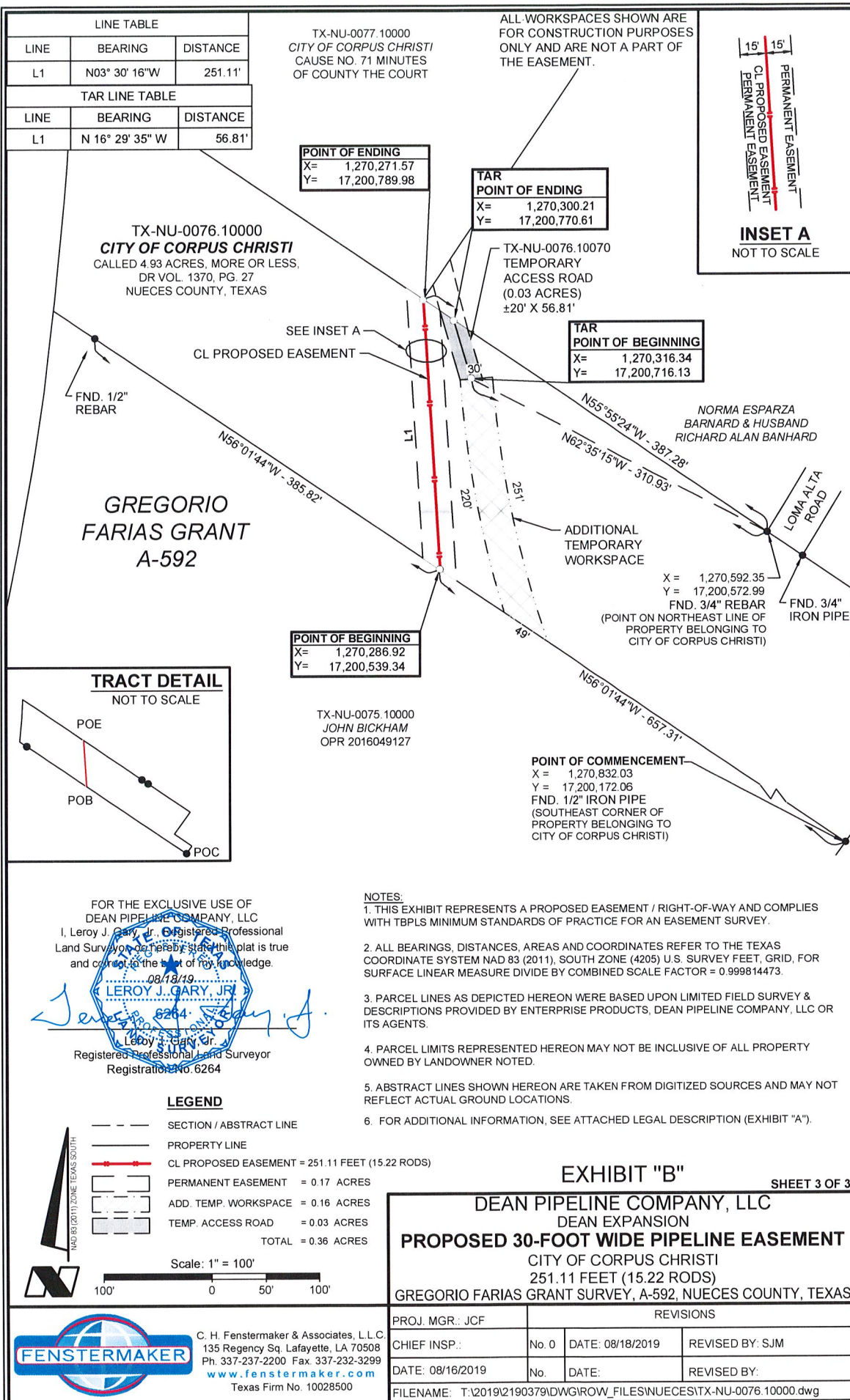


EXHIBIT C

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. Grantee must not allow any subcontractor to commence work until all similar insurance required of the subcontractor has been obtained.
- 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): - Commercial Broad Form - Premises – Operations - Underground Hazard (if applicable) - Products/ Completed Operations Hazard - Contractual Liability - Independent Contractor - Personal Injury/ Advertising Injury - 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 - Owned Vehicles - 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.

Revocable Easement ins. req.
1/30/2020 ds Risk Mgmt.