

PARKING, CONSTRUCTION & STORAGE YARD LICENSE
(Dean Pipeline Company, LLC - TX-NU-0081.30000)

This LICENSE for a Parking, Construction, and Storage Yard on City Property ("License") is granted by the **City of Corpus Christi ("City")** to **Dean Pipeline Company, LLC, a Texas limited liability company ("Contractor")** in connection with the Dean Pipeline Expansion Project, Corpus Christi. (Project").

Contractor agrees to the following terms and conditions:

1. **Property.** The temporary parking, construction and storage yard ("Yard") is described as:

A tract of land containing approximately 1.12 acres, more or less, being Lot 15, Block 2 of the Countiss Addition, described under Entry No. 2008041477, of the Official Public Records of Nueces County, Texas, located in the Gregorio Farias Grant Survey, A-592, Nueces County, Texas. The tract is further identified by Nueces County Appraisal District by Property ID 217841. The tract is also described by metes and bounds on the attached "Exhibit A" and shown on the attached "Exhibit B".

2. **Term.** The Yard will be licensed to the Contractor by the City for a period of twelve months. The license period will commence, effective on April 1, 2020 and will automatically terminate on April 1, 2021, unless extended by mutual agreement. Contractor will notify City in writing, of the need for an extension, by providing City a minimum of 60 days notice.
3. **Rental Fee.** In consideration of this License, Contractor agrees to pay the City in full and in advance, a fee of **\$5,040.00**, for the duration of this License. This License is not contingent on any other agreements or contracts executed with the Contractor.
4. **Use.** The Yard will be used in conjunction with the Project, and may be used as a Contractor's field office for employee parking, storage of construction materials and other Contractor equipment. Parking for Contractor's employees, subcontractors, and other personnel, must be provided inside the Yard and not along the abutting street. Additionally, all chemical toilet facilities for employees will be located within the Yard.
5. **Fencing.** The Contractor, at its sole expense, may install a security fence for the protection of its machinery and personal property. The City is not responsible for any theft, vandalism or loss of Contractor's property at any time.
6. **Damage Repair.** The Contractor will repair any damage to curbs, gutters, sidewalks or street sections, and damage to any landscaping or other elements of the property outside the Yard which are caused by Contractor or any subcontractor. Damage will be repaired immediately and at the Contractor's sole expense. Both the materials used to make the repairs and the manner of the repairs must be approved in advance by the Department of Engineering Services, and such approval will be in writing.
7. **Regular Maintenance.** The Yard and fence, if any, will be kept clean, free of debris and orderly at all times by the Contractor. Contractor's failure to maintain the Yard will constitute a default of the terms of this License.
8. **Drainage.** Positive drainage on the Yard will be maintained at all times.
9. **Removal of Driveways.** At the end of the Project, the Contractor will remove any installed temporary driveways at its own expense.
10. **Yard Restoration.** After completing the Project or upon termination or expiration of

this License, whichever occurs first, the Contractor will remove all of its property from the Yard. The Contractor will scrape down the Yard, remove all piled materials, and remove any materials placed in, on, or under the Yard by the Contractor. All of these activities will be completed at Contractor's sole expense at Project close-out.

11. **Security.** Site security is the sole responsibility of the Contractor. The City is not responsible at any time for any theft, loss, vandalism, or other damage to Contractor's property.
12. [Intentionally Omitted]
13. **Insurance.** Contractor will comply with the insurance requirements in the attached Exhibit C.
14. **Sublet.** Contractor will not sublet or assign the Yard or any portion thereof without the prior written consent of the City Manager or designee.
15. **Notices.** All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, and will be effective when received, refused or returned undelivered. Notices will be addressed to City and Contractor as follows:

To City:

City of Corpus Christi
Department of Engineering Services
Attn: Property Manager
P.O. Box 9277
Corpus Christi, Texas 78469-9277 (361) 826-3500

To Contractor:

Dean Pipeline Company, LLC
Attn: _____
1100 Louisiana Street, Suite 1000
Houston, Texas 77022

With copy to:

Ensite USA
c/o Scott Allen, ROW Project Supervisor
3100 S. Gessner Rd., Suite 400
Houston, Texas 77063

16. **Taxes.** In addition to the rental specified herein, Contractor shall pay and discharge all taxes, general and specific assessments, and other charges of any kind levied on or assessed against all improvements and other property on the Yard during the License term, belonging to Contractor.
17. **Laws Affecting Operation of Yard and Performance.**
 - A. Contractor shall ensure that its use of the Yard is in accordance with all applicable Federal, State and local laws, ordinances, rules and regulations.
 - B. Contractor shall bear the expense and responsibility of meeting all requirements for acquiring all applicable licenses and permits.
 - C. Furthermore, Contractor shall comply with any other Federal, State and local

laws, ordinances, rules and regulations applicable to Contractor's performance under this License.

18. **Inspection.** Any officer or authorized employee of the City may enter upon the Yard, without notice, to determine whether Contractor is providing maintenance in accordance with and as required by this License, or for any other purpose incidental to City's retained rights of and in the Yard. Contractor shall be entitled to accompany said individual during any inspection.

19. **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 Parking, Construction & Storage Yard 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 Parking, Construction & Storage Yard 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.

20. **Alterations.**

A. Contractor shall not make any alterations, additions, or improvements to, in, on, or about the Yard, without the prior written consent of the City Manager or designee. Contractor must also obtain clearance from the Risk Manager as required above.

B. All approved alterations, improvements, and additions made by the Contractor upon the Yard, although at its own expense, shall, if not removed by Contractor at any termination or cancellation of this License, become the

property of the City in fee simple without any other action or process of law. Contractor agrees to be contractually and financially responsible for repairing any and all damage caused by such removal. If items are installed in such a manner as to become fixtures, such fixtures shall not be removed by Contractor upon termination of this License and shall become property of the City.

21. **Signs.**

A. Contractor shall not exhibit, inscribe, paint, erect, or affix any signs, advertisements, notices, or other lettering ("Signs") at, on, or about the Yard, or any part thereof, without the prior written approval of the Director of Engineering ("Director").

B. City may require Contractor to remove, repaint, or repair any Signs allowed. If Contractor does not remove, repaint, or repair the Signs within 10 days of Director's written demand, City may do so or cause the work to be done, and Contractor will pay City's costs within 30 days of receipt of Director's invoice. If payment is not timely made, the City may terminate this License upon 10 days written notice to Contractor.

22. **Surrender.** Contractor acknowledges and understands that this License is expressly conditioned on the understanding that the Yard must be surrendered, upon the expiration, termination, or cancellation of this License, in as good a condition as received, reasonable use and wear, acts of God, fire and flood damage or destruction where Contractor is without fault, excepted. Any reasonable costs incurred for repairs or corrections for which Contractor is responsible under this License are payable by Contractor to City as additional rent upon 30 days of written demand by City.

23. **Enforcement Costs.** In the event any legal action or proceeding is undertaken by the City to repossess the Yard, to collect the rental payment(s) due hereunder, to collect for any damages with regard to this License or the Yard, or to in any way enforce the provisions of this License, Contractor agrees to pay all court costs, expenses, and attorney's fees as a court of competent jurisdiction may adjudge reasonable in said action or proceeding, or in the event of an appeal as allowed by an appellate court, if a judgment is rendered in favor of the City.

24. **Entire License.** This License constitutes the entire agreement between the City and Contractor for the use granted. All other agreements, promises and representations with respect to this License, unless contained in this License, are expressly revoked. The unenforceability, invalidity, or illegality of any provision of the License does not render the other provisions of this License unenforceable, invalid, or illegal.

Executed in duplicate this 6th day of march, 2020.

AGREED TO BY:

CONTRACTOR

DEAN PIPELINE COMPANY, LLC

By: [Signature]
Name: Kyle H. Webster
Title: Agent and Attorney-in-Fact
Date: 3-6-20

CITY

CITY OF CORPUS CHRISTI

By: _____
Name: Michael Rodriguez
Title: Chief of Staff
Date: _____

Approved as to form this 11 day of March, 2020.

By: [Signature] Janet Whitehead
Assistant City Attorney
City Legal Department

Attachments to License:

Exhibit A: Yard description, M&B
Exhibit B: Yard survey plat
Exhibit C: Insurance Requirements

EXHIBIT A

TX-NU-0081.30000

DEAN EXPANSION
FIELD NOTES DESCRIPTION
FOR A PROPOSED ADDITIONAL TEMPORARY WORKSPACE 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 additional temporary workspace across property belonging to City of Corpus Christi, a called 1.12 acres, more or less, being Lot 15, Block 2 of Countiss Addition, described under Entry No. 2008041477 of the Official Public Records of Nueces County, Texas, located in the Gregorio Farias Grant Survey, A-592, Nueces County, Texas, and described as follows:

BEGINNING at a found 1" iron pipe on the North corner of property belonging to City of Corpus Christi, and having coordinates of X=1,270,873.98 and Y=17,203,554.71;

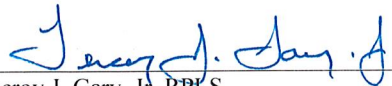
Thence South 21 degrees 49 minutes 53 seconds East, for a distance of 48.84 feet to a calculated corner, being the East corner of property belonging to City of Corpus Christi;
Thence South 30 degrees 49 minutes 37 seconds West, for a distance of 377.34 feet to a calculated corner, being the South corner of property belonging to City of Corpus Christi;
Thence North 21 degrees 49 minutes 53 seconds West, for a distance of 277.72 feet to an existing fence corner on the West corner of property belonging to City of Corpus Christi;
Thence North 68 degrees 10 minutes 07 seconds East, for a distance of 300.00 feet to the said **POINT OF BEGINNING**, and containing **1.12 acres** of land more or less.

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.

All bearings, distances and coordinates are based on the NAD 83 (2011) Texas South Zone Coordinate System. The above described proposed additional temporary workspace is delineated on a plat prepared by C. H. Fenstermaker & Associates, L.L.C. dated August 19, 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 19, 2019

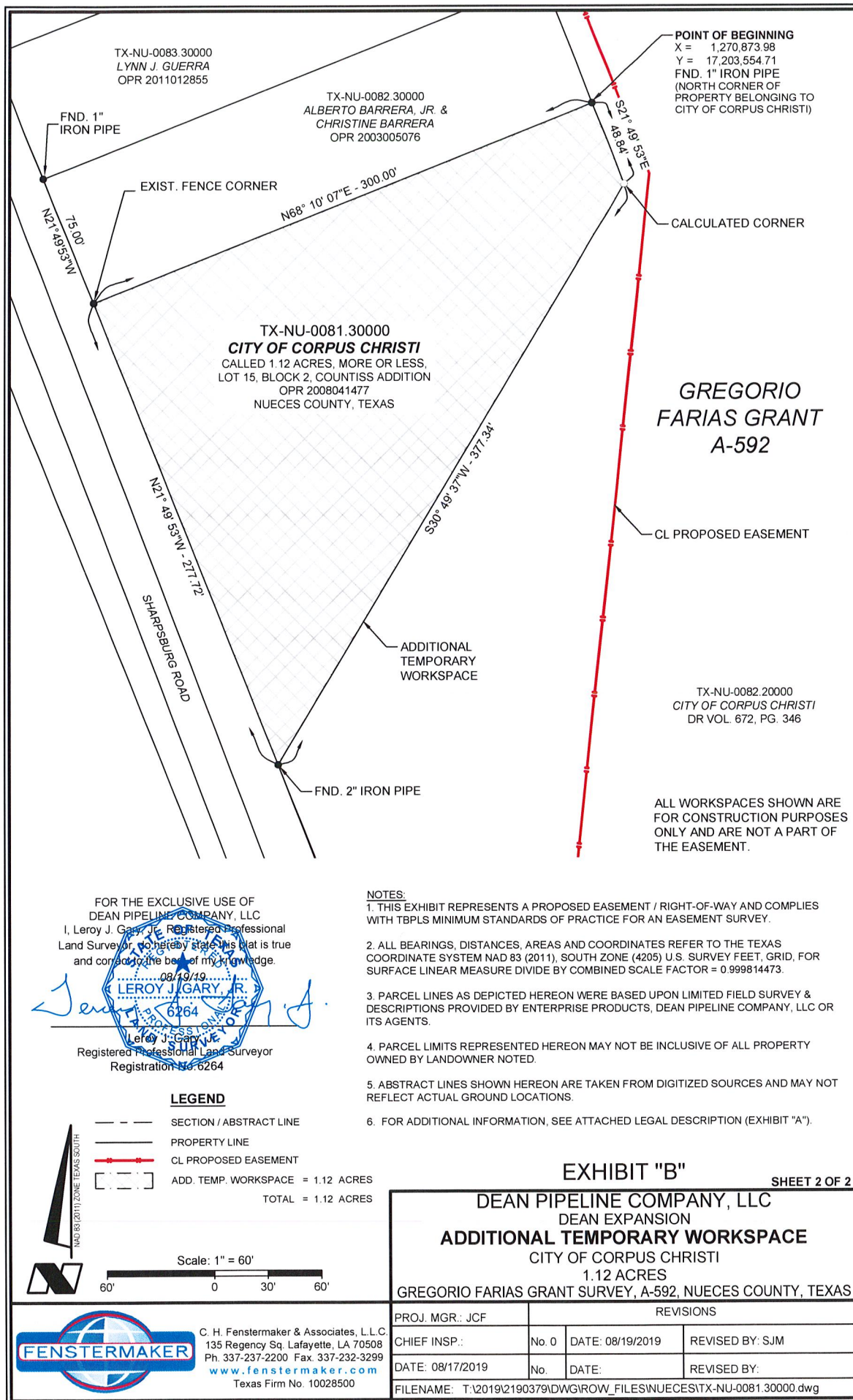


EXHIBIT C

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): 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 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.

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