

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORD: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

**RIGHT-OF-WAY AGREEMENT**

STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR       §

For and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned **North East Independent School District**, a Texas municipal corporation, whose address is 8961 Tesoro Drive, Suite 602, San Antonio, Texas 78217, (“Grantor”, whether one or more) does hereby GRANT, BARGAIN, SELL and CONVEY to **Outer Loop Utility, LLC**, a Delaware Limited Liability Company, its successors and assigns (“Grantee”), whose address is 16211 La Cantera Pkwy., Suite 202, San Antonio, Texas 78256, the right, privilege, and permanent, non-exclusive, unobstructed easement and right-of-way fifty feet (50’) in width as described and depicted on Exhibit A, attached hereto and incorporated herein (the “Easement”), to survey, lay, construct, maintain, operate, patrol, protect, test, change the size of (but not more than the maximum diameter herein), relocate within the Easement, repair, alter, access, replace, improve, and remove or, with respect to any pipeline no longer in use that is below four (4) feet underground, abandon in place with any remaining unused pipeline being remediated, capped, and/or removed if needed to allow Grantor to enhance or improve its property in connection with its educational mission, one (1) pipeline, not to exceed twenty (20”) in nominal diameter, together with above- or below-ground appurtenant facilities including, but not limited to, equipment, infrastructure, LACT units, valves, vents, communication facilities, electric facilities, data transmission, fiber optic facilities, pumps, drips, taps, meters, risers, regulators, cathodic protection equipment, pigging facilities, test leads, and aerial markers (such pipeline and facilities, together, “Pipeline”), for the transportation of natural gas, natural gas liquids (including its derivatives and products), gaseous products, crude oil, water, and other hydrocarbons or minerals, whether in gaseous or liquid form, across, under and upon the Easement on lands of Grantor in the County of Bexar, State of Texas, described on Exhibit A. Grantee agrees to provide written notice to Grantor in the event Grantee abandons or intends to abandon the pipeline contemplated under this Agreement.

Grantee shall have all of the rights and benefits reasonably necessary or convenient for the full enjoyment or use of the rights herein granted, including but not limited to the right of ingress and egress within the Easement, with reasonable notice to Grantor so as to minimize any disruption to Grantor’s regular school operations and minimize any safety and/or security issues to Grantor’s students and schools from Grantee’s ingress and egress. It is further agreed as follows:

1. Grantor shall have the right to use and enjoy the surface of said Easement described herein (but not any areas where above-ground facilities are installed within the Easement), provided such use shall not interfere with Grantee’s full enjoyment or use of the rights herein granted. Grantor shall not erect, construct, nor permit the erection or construction of any houses,

lakes, ponds, dams, wells, other pipelines, or other obstructions that might interfere with any of Grantee's rights hereunder, on, or within said Easement. Grantor is also not permitted to remove soil or change the slope or grade of the Easement in such a manner that interferes with Grantee's operation of the pipeline, impound surface water on the Easement, or plant trees or other landscaping (other than grasses) on the Easement, unless otherwise required by applicable local ordinance and/or applicable state and/or federal law or regulation and with prior written notice to Grantee. Absent direct interference with the operation of the pipeline, nothing in this Agreement prevents Grantor from enhancing or improving its property for the purpose of providing educational services to students. Grantor agrees not to alter, move, or remove Grantee's survey markings.

2. Grantee agrees that where any damage results from Grantee's or its employees' or agents' use of the improved roads of, or other improvements, to include any trees or similar vegetation on, Grantor's lands for the purpose of ingress and egress, said roads shall be restored within a reasonable time as nearly as practicable to the condition as they existed prior to Grantee's use.

3. Grantee may also utilize temporary easements fifty feet (50') wide as depicted on Exhibit A, along with any additional temporary workspace in the width depicted on Exhibit A, if any, (collectively, the "Temporary Easement") during any period of construction or other operation requiring the use of the Temporary Easement. Grantee shall also not erect any temporary structure on the Temporary Easement absent Grantor's written consent. Upon completion of any such construction or other operation, the Temporary Easement shall automatically expire. Where appropriate, the Temporary Easement is included in the term "Easement." In addition, Grantor agrees that in the event the route of the Pipeline should cross any roads, railroads, creeks, or other waterways located on Grantor's land, or in the event that extra workspace is otherwise required in the exercise of the rights granted hereunder, then Grantee shall have the right and temporary access to additional temporary workspace, with written approval of Grantor, at no additional cost, at roads, railroads, creeks, ditches, waterways, or at areas with unique terrain considerations as depicted on Exhibit A, and such additional temporary workspace will be treated as part of the Temporary Easement. The Temporary Easement shall be non-exclusive, except that if Grantee is utilizing the Temporary Easement for construction, Grantor may not also utilize such area until such time as Grantor's construction is complete. For purposes of this Agreement, "construction" shall mean only the period of time necessary to complete the installation and restoration of the specific portions of the pipeline specifically contemplated in this Agreement.

4. Grantee shall have the right to remove or cut all fences and install, maintain, repair, replace, and use gates in all fences which now cross or in the future may cross the Easement, or which provide access to Grantor's property or the Easement. Grantor shall allow Grantee to install its own lock on the gates if Grantee so chooses. If Grantee installs above-ground appurtenant facilities on the Easement, Grantee may fence those above-ground facilities and install, maintain, and use gates in those fences to the exclusion of all others, including Grantor. Any such above-ground appurtenant facilities and/or fences Grantee intends to install or maintain shall be subject to Grantor's approval, with such approval shall not to be unreasonably withheld and should not interfere with Grantor's use of its Property for its educational mission.

5. Within a reasonable time after the laying and installation of the Pipeline, or within a reasonable time after removal of the Pipeline or other operations that damage the surface of the Easement, Grantee agrees to restore the surface of the Easement, as nearly as reasonably feasible, to its condition immediately prior to such operations.

6. The pipeline to be laid hereunder shall be buried to a minimum depth of thirty-six inches from the top of the pipe to the then-existing surface of the ground (including any drainage ditches, creeks, and roads) except that at those locations where rock is encountered, the Pipeline may be buried at a lesser depth of at least twelve inches.

7. Grantee agrees to pay actual monetary damages for any physical damage to growing crops, trees, foliage, fences, gates, other structural improvements, and all other property owned by or under the control of Grantor (except for trees and shrubbery within the Easement and property installed in violation of this Agreement, unless such trees and shrubbery were required to be installed by applicable local ordinance and/or applicable state or federal law or regulation) caused by maintenance, inspection, replacement, operation, or removal of its Pipeline; however, the initial consideration paid to Grantor shall include all damages for initial construction of the Pipeline, including but not limited to damages to gates, fences, vegetation, crops, and income loss for existing leases or agricultural production. If Grantee repairs, replaces or removes the Pipeline or any part thereof, Grantor shall be paid surface damages for the disturbed area based on the prevailing rates being paid in the area at the time.

8. Grantee shall use the Easement solely for the purposes specified in this Agreement. There shall be no hunting or fishing on the Easement or any of Grantor's lands by Grantee, its officers, agents, employees, contractors, invitees, guests, or representatives at any time. Grantee shall not permit any firearms or fishing equipment to be brought out of vehicles upon the Easement. Grantee may not grant a third party access to the Easement for a purpose that is not related to the construction, safety, repair, maintenance, inspection, replacement, operation, or removal of the Pipeline.

9. Grantee has the right to trim or cut down or eliminate trees or shrubbery, in the sole judgment of Grantee, its successors and assigns, as may be reasonably necessary for the initial installation of the Pipeline or, after initial installation, to prevent possible interference with the safety of the Pipeline. Grantee also has the right to remove or prevent possible hazard to the Pipeline, and the right to remove or prevent the construction of any and all buildings, structures, reservoirs, or other obstructions on the Easement (including but not limited to any violation of Section 1 herein) which, in the sole judgment of Grantee, may endanger or interfere with the safety of the Pipeline. Grantee must ensure that any removal of trees or shrubbery shall be in accordance with any and all applicable local ordinances or regulations pertaining to tree and shrubbery maintenance, to include replacement of any trees or shrubbery in another part of Grantor's property that is required by such local ordinance or regulation at Grantee's expense. Should Grantee seek to prevent Grantor from making any improvements to Grantor's property utilizing this clause, Grantee agrees to work cooperatively with Grantor to determine the safest possible methods to accomplish Grantor's need for improvements necessary to accomplish its educational mission. Such cooperation will include monetary contribution to offset any additional costs incurred by Grantor for having to utilize any other portion of its property to accomplish the same project and

purpose. During operation of the Pipeline, Grantee will maintain the Easement and the Pipeline in good repair and appearance and in a manner consistent with the purposes for which the Easement will be used by Grantee. All construction debris shall be cleaned up and removed by Grantee at their sole expense from the Easement and Grantor's lands upon completion of installation and construction of the Pipeline. Grantee shall be responsible for any damages to Grantor's property, to include any facilities on Grantor's property, caused by the Easement and Pipeline.

10. IF ALLOWED BY APPLICABLE LAW, GRANTEE AGREES TO INDEMNIFY AND HOLD GRANTOR HARMLESS FROM ANY THIRD-PARTY CLAIMS, DEMANDS, CAUSES OF ACTION, LIABILITY, OR DAMAGES OCCASIONED BY GRANTEE'S USE AND/OR OPERATION OF THE PIPELINE ON THE EASEMENT GRANTED HEREIN; PROVIDED HOWEVER, GRANTEE SHALL NOT INDEMNIFY GRANTOR AND SHALL NOT BE LIABLE FOR INJURIES OR DAMAGES RESULTING FROM THE NEGLIGENCE OR INTENTIONAL ACT OF GRANTOR, THE OPERATOR(S) OF GRANTOR'S SURFACE ESTATE, OR ANY OF THEIR AGENTS, REPRESENTATIVES, LICENSEES, CONTRACTORS, EMPLOYEES, OR TENANTS.

11. Grantee agrees to comply in all material respects at its sole cost, with all applicable federal, state and local laws, rules, and regulations which are applicable to Grantee's activities hereunder, including without limitation, the construction, use, operation, maintenance, repair and service of Grantee's Pipeline.

12. The estate and interest granted herein is only an easement and hence does not cover or include any right, title, interest or estate in any of the oil, gas or other minerals lying in, on, under or which may be produced from the Easement premises, nor does the same confer or imply any other right or interest not expressly authorized herein; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easement, but it will be permitted to extract the oil and other hydrocarbons from and under the Easement by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with Grantee's use of the Easement or the Pipeline.

13. This Agreement may be executed in several counterparts, each of which shall be an original of this Agreement but all of which, when taken together, shall constitute one and the same Agreement and be binding upon the parties who executed any counterpart, regardless of whether it is executed by all parties named herein.

14. Subject to Grantor's written approval, which said approval shall not be unreasonably withheld, conditioned or delayed, with respect to non-affiliate assignees, Grantee may assign this grant in whole or in part, in which event Grantor acknowledges and agrees that the assignee shall succeed to the rights and obligations of Grantee to the extent conveyed in such assignment. Grantee will remain responsible for any obligation it incurs under this Agreement prior to any such assignment. Except for assignments to an affiliate or to a successor through merger, consolidation, or other sale or transfer, Grantee will provide advance written notice within 30 days prior the transfer to the Chief Operations Officer of the Grantee and subsequently when Grantee assigns the interest under this Agreement to another entity. Grantor is under no obligation

to and will not recognize any assignment by Grantee to any non-affiliate assignee which has not been approved by Grantor.

15. It is agreed that this grant covers the entire agreement between the parties and that no representation or statements, verbal or written, have been made modifying, adding to, or changing the terms of this Agreement. Grantor represents that Grantor owns the lands described in Exhibit A.

16. It is agreed that this Agreement shall not be filed in any public records. In lieu of filing this Agreement for record, Grantor and Grantee agree that a memorandum of this Agreement making appropriate reference hereto shall be filed for record in the county wherein the property is located, provided that the publicly filed memorandum shall provide notice that there are terms, conditions, and limitations in this Agreement which run with the title to the Easement granted hereby. In the event of any conflict between recitations contained in such memorandum and those contained herein, the provisions of this Agreement shall control.

17. All of the terms of this Agreement shall be binding upon and shall be for the benefit of the heirs, successors, representatives, and assigns of Grantor and Grantee, and the agreements herein contained shall be covenants running with the land affected thereby and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective heirs, executors, administrators, successors, and assigns. Grantee, its successors and assigns, may not use the Easement for any use other than a use stated in this Agreement, without the express written consent of Grantor.

18. Section 1445 of the Internal Revenue Code provides that a grantee of a real property interest in this country must withhold tax if the grantor is a foreign person. To inform Grantee that withholding of tax is not required upon my disposition of a U.S. real property interest, each Grantor hereby certifies under oath and subject to penalties of perjury that he/she/it is not a foreign person, foreign corporation, foreign trust or foreign estate, for purposes of Internal Revenue Code compliance. Grantor's identifying information as required to certify that Grantor is not a foreign person or entity, including Grantor's U.S. taxpayer identifying number and home or office address, is located on each Grantor's I.R.S. form W-9, in Grantee's possession.

19. By entering into this Agreement, Grantor warrants that Grantor is the fee owner of the property herein described and that Grantor has the authority to convey said rights and interest to the Grantee. TO THE EXTENT PERMITTED BY APPLICABLE LAW, GRANTOR FURTHER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS GRANTEE, IT SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIMS DISPUTING GRANTOR'S LEGAL RIGHT TO CONVEY THE EASEMENT AND ALL RIGHTS HEREUNDER TO GRANTEE. GRANTOR DOES NOT WAIVE ANY IMMUNITY OR OTHER LEGAL DEFENSE AFFORDED TO IT UNDER ANY APPLICABLE STATE AND/OR FEDERAL LAW BY VIRTUE OF ITS STATUS AS A POLITICAL SUBDIVISION OF AND PUBLIC SCHOOL DISTRICT IN THE STATE OF TEXAS.

20. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and Bexar County shall be the proper venue for any matter arising under this Agreement.

21. At the time of execution of this Agreement, the survey plat and legal description intended to be attached hereto as Exhibit A was still being prepared. Grantor agreed to execute this Agreement using the sketch previously attached as Exhibit "A-1" for a depiction of the centerline of the right-of-way. Grantor agrees that after a survey and legal description of the easement is completed, the survey and legal description will be attached hereto as Exhibit A, replacing Exhibit "A-1". Grantor agrees to fully cooperate and execute any additional documents necessary to facilitate this process. If Grantee requires additional temporary workspace and/or permanent easements as reflected in the final surveys and plats that are not contemplated by this Agreement, then an additional payment shall be made to Grantor on a pro rata basis of the amount agreed to as consideration herein for the easement. If the final survey does not increase or decrease the size of the easement or include additional temporary workspace other than what is described herein, then Grantor shall retain all consideration paid to it by Grantee with no refund required.

TO HAVE AND TO HOLD the rights, privileges, and authority hereby granted unto Grantee, its successors and assigns, forever, and Grantor does hereby agree to warrant and defend all and singular said Easement unto Grantee, its successors and assigns, against every person or entity whomsoever claiming the same or any part of it.

**[Signature Pages to Follow]**

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Right-of-Way Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

GRANTOR:

**North East Independent School District**, a  
Texas municipal corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TEXAS                    §  
   §  
COUNTY OF \_\_\_\_\_       §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, \_\_\_\_\_ of North East Independent School District, a Texas municipal corporation.

\_\_\_\_\_  
Notary Public in and for the State of Texas

GRANTEE:

**Outer Loop Utility, LLC**

By: Howard Midstream Energy Partners, LLC  
its sole member

By: \_\_\_\_\_  
Name: Mitch Smolik  
Title: Vice President, Operations and Engineering

STATE OF TEXAS                    §  
  §  
COUNTY OF \_\_\_\_\_       §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Mitch Smolik, the Vice President, Operations and Engineering of Howard Midstream Energy Partners, LLC, a Delaware limited liability company, the sole member of Outer Loop Utility, LLC, a Delaware limited liability company, on behalf of said limited liability company.

\_\_\_\_\_  
Notary Public in and for the State of Texas