

**MINUTES OF VIDEOCONFERENCE MEETING NO. 2423  
COMMISSIONERS OF  
JEFFERSON COUNTY DRAINAGE DISTRICT NO. 7**

Place: 3400 Hwy 73  
Port Arthur, Texas

Date: July 16, 2024

Present: Commissioners  
Richard Beaumont  
James Gamble, Sr.  
Matthew Vincent  
Phil Kelley, General Manager

Absent: Lester Champagne  
Albert Moses, Jr.

Visitors: Allen Sims, DD7  
Toby Davis, DD7  
Garrett Boudoin, DD7  
Barron Cook, DD7  
Kirby Johnson, DD7  
Brady Girouard, DD7  
Dean Depew, DD7  
Brian McZeal, DD7  
Kim Carroll, Texan Engineering & Consulting

The meeting was called to order at 2:00 p.m. by Chairman Beaumont after ascertaining that the Notice of Meeting had been posted in accordance with the law. Commissioner Vincent gave the invocation.

Minutes of Meeting No. 2422

The Minutes of Meeting No. 2422 was approved as read.

Consider Pay Request No. 3 to Inland Environmental for Asbestos Abatement /  
Demolition of Former Taft Elementary School

A recommendation letter was submitted by Barron Cook, P.E. for Pay Request No. 3 to Inland Environments Ltd. for the Asbestos Abatement/Demolition of the Former Taft Elementary School in the amount of Twenty Thousand Four Hundred Ninety-Five and

70/100 (\$20,495.70) Dollars. The Contractor is requesting payment for the partial demolition of the former Taft Elementary School building. 91% of the work has been completed using 80% of the contract's working days. Commissioner Gamble moved to approve Pay Request No. 3 to Inland Environments Ltd. for the Asbestos Abatement/Demolition of the Former Taft Elementary School in the amount of Twenty Thousand Four Hundred Ninety-Five and 70/100 (\$20,495.70) Dollars. Commissioner Vincent seconded the motion. Chair voted aye. The motion carried.

Consider Approval to Advertise for Qualifications and Proposals for Design-Build of Supervisory Control and Data Acquisition System (SCADA) and to Consider Appointing a Board Member or Members to the Selection Committee

Mr. Phil Kelley requested approval to advertise for Qualifications and Proposals for Design-Build of Supervisory Control and Data Acquisition System (SCADA) and to Consider Appointing a Board Member or Members to the Selection Committee. Mr. Toby Davis stated that the project is ready to move forward. The process is to receive qualifications from design-build teams. The qualifications will be reviewed and a list of not more than five best-suited teams will be created. Those teams will be invited to submit technical and price proposals. The technical proposals will be opened, evaluated, and scored. The price proposals will then be opened, evaluated, and scored. The technical and price proposal scores are combined to obtain each team's final score. The Board needs to decide if the qualifications and proposals will be opened at the board meetings, or if the Board would like to create a committee and have the committee open the proposals outside of a board meeting and score them, then present the findings to the Board. The same opening procedure would be followed. Mr. Sims stated that the committee method would be less time-consuming. A board member is not required to be

on the committee, it is optional. Commissioner Vincent volunteered to be on the committee. To complete the Proposal and Qualification package, the Board needs to decide the method of opening the documents. Commissioner Vincent moved to approve the request to Advertise for Qualifications and Proposals for Design-Build of Supervisory Control and Data Acquisition System (SCADA) and to approve the committee method to open proposals. Commissioner Gamble seconded the motion. Chair voted aye. The motion carried.

Consider Resolution Authorizing Non-Exclusive Agreement for Drainage and Access Easements with Jefferson County Water Control and Improvement District No. 10

Resolution No. 519 regarding the Authorization of the Non-Exclusive Agreement for Drainage and Access Easements with Jefferson County Water Control and Improvement District No. 10 was presented for consideration. This agreement is related to the detention pond project on the OCI property. Mr. Garrett Boudoin stated the acquired property is separated into three separate tracks, two of which are only ingress and egress to access the pump station. The third track is a dedicated drainage easement. The agreement is recommended for approval. Commissioner Vincent moved to approve the Resolution Authorizing the Non-Exclusive Agreement for Drainage and Access Easements with Jefferson County Water Control and Improvement District No. 10. Commissioner Gamble seconded the motion. Chair voted aye. The motion carried. A copy of Resolution 519 is attached hereto and made a part of these minutes.

Sabine Pass to Galveston Bay Project Summary

Mr. Allen Sims stated that there is not much to report, Hurricane Beryl shut down the Corps.

Manager Reports

Mr. Phil Kelley presented the financial statements prepared by FMW, P.C. for the period ending June 30, 2024, and gave a collateral securities report as of June 30, 2024.

Mr. Kelley stated that this year's budget is looking good. At the end of June, 97% of the anticipated tax revenue had been collected. The majority of the tax revenue commitments were dedicated to special projects with grants that have not been utilized, putting the District under budget. Mr. Kelley and Mr. Allen Sims are working on the budget for the upcoming year. Mr. Sims stated that he is anticipating no increase in taxes. A 2 – 2.5% cost of living increase is being considered. The proposed increase is in line with the federal government. Commissioner Gamble stated that he would like to see the District employees receive closer to a 3% cost of living increase.

Executive Session - Consider and Take Action, if any, on Items Discussed in Executive Session

No Executive Session was held.

Checks & Purchase Orders

Maintenance Fund

Ck. No. 24742 – Airgas USA, LLC  
\$392.40 – Multiple Cylinder Rentals

Ck. No. 24788 – Blue Cross Blue Shield of Texas  
\$173.60 - Health Insurance Payment

Ck. No. 24743 – Brundage Bone Concrete Pumping, Inc.  
\$1,512.25 – Concrete Pumper Truck - Vehicle Shed Project

Ck. No. 24744 – Buna Electric Motor Services, Inc.  
\$97.20 – 2<sup>nd</sup> Quarter Motor Storage

Ck. No. 24745 – Environmental Tree Service  
\$3,600.00 – Cut Tree and Grind Stump – West Street, Port Neches

Ck. No. 24746 – Cintas Corp.

\$106.00 – Traffic Mats & Hand Sanitizer Service – Admin Building

Ck. No. 24747 – Deep South Crane & Rigging Co.

\$1,680.00 – Crane Rental – Set Unit 20 @ PS 10

Ck. No. 24748 – Duck’s Dragline Service, Inc.

\$5,720.00 – Trackhoe & Operator – Vehicle Shed

Ck. No. 24749 – Elk’s Roofing Solutions, LLC

\$1,353.13 – Roof Inspection Fee with Report – Admin Building

Ck. No. 24750 – Enhanced Environmental and Emergency

\$67,524.61 – Diesel Fuel Leak Remediation PS 17

Ck. No. 24751 – FMW, P.C.

\$2,300.00 – Accounting Services – June 2024

Ck. No. 24752 – Function 4 LLC

\$402.81 – Konica Copier Lease – July 2024

Ck. No. 24753 – GFL Iant Services, LP

\$2,594.53 – RollBox & Holding Tank Rental – Multiple PSs

Ck. No. 24754 – GP Evans Contractors

\$12,368.27 – Seasonal Mowing Services

Ck. No. 24755 – Inland Environments, LTD

\$20,495.70 – Taft Elementary School Demolition Contract

Ck. No. 24756 – Jeffrey S. Ward & Associates, Inc.

\$2,500.00 – Rodair Detention HMGP Project

Ck. No. 24757 – Kansas City Southern

\$125.00 – Drainage Pipe Annual Rent

Ck. No. 24758 – LJA Engineering, Inc.

\$46,270.67 – Stormwater Management Data Collection, Rodair Gully Detention, PS 17  
Diesel Spill

Ck. No. 24759 – LJA Environmental Services, LLC

\$7,310.00 – A-3-A & Groves HMGP Projects

Ck. No. 24760 – LJA Surveying, Inc.

\$4,210.00 – Sabine Pass to Galveston Bay Project – Work in Kind – PAV01 Areas 1 & 2

Ck. No. 24761 – M & S Unlimited Services, LLC  
\$450.00 – Transport 15-Ton Picker from PS 13 to PS 16

Ck. No. 24762 – Nerbert Frelow  
\$1,520.00 – Dump Truck Rental 7/10 – 7/11/24

Ck. No. 24763 – Ritter Forest Products Nederland  
\$600.00 – Mat Rental – Vehicle Shed

Ck. No. 24764 – Sam & Tash Services, Inc.  
\$1,840.24 – Janitorial Services & Window Cleaning – Admin Building

Ck. No. 24765 – Thorpe Plant Services, Inc.  
\$168.04 – Scaffold Rental PS 10

Ck. No. 24766 – Texas Department of State Health Services  
\$330.00 – Asbestos Abatement – Application #175862

Ck. No. 24767 – United of Ohama  
\$1,228.69 – Health Insurance Payment

Ck. No. 24768 – United States Treasury  
\$693.00 – Form 720 2<sup>nd</sup> Quarter 2024

Ck. No. 24769 – Wave Solutions LLC  
\$9,002.33 – Monthly IT, Email & Telephone Service – June & July 2024

Ck. No. 24709 – Ron Lewis & Associates  
\$3,500.00 – Legislative Consulting

GLO Fund

Ck. No. 5080 – LJA Environmental Services  
\$1,425.00 – Sabine Pass to Galveston Bay Project

Debt Service Account

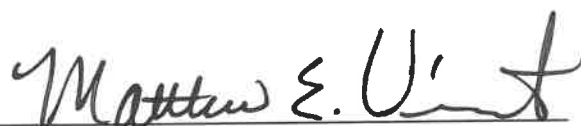
Ck. No. 2030 – Computershare Trust Company  
\$750.00 – Agent Fee – Admin Charge for Maintenance Notes

Commissioner Vincent moved that the checks from the Maintenance Fund, Debt Service Account, and GLO Fund accounts be approved for payment. Commissioner Gamble seconded the motion. Chair voted aye. The motion carried.

Chairman Beaumont asked if there was any other business to come before the Board. There was none.

At 2:21 p.m., Commissioner Gamble moved that the meeting be adjourned. Commissioner Vincent seconded the motion. Chair voted aye. The motion carried.

  
\_\_\_\_\_  
Richard Beaumont, Chairman

  
\_\_\_\_\_  
Matthew Vincent, Assistant Secretary





with the accomplishment of the transactions outlined in this resolution and to certify the adoption of such resolutions to such parties which such General Manager deems necessary or appropriate.

I, Albert Moses, Jr., Secretary of the Board of Commissioners of Jefferson County Drainage District No. 7, do hereby certify that the above is a true and correct copy of a resolution adopted by the Board of Commissioners of Jefferson County Drainage District No. 7, at their meeting No. 2423 held on the 16<sup>th</sup> day of July 2024, upon motion made by Commissioner Vincent and seconded by Commissioner Gamble and adopted unanimously by said Board, a quorum being present.

Given under my hand this 16<sup>th</sup> day of July 2024.

  
\_\_\_\_\_  
Secretary  
JEFFERSON COUNTY DRAINAGE DISTRICT NO. 7

**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 RECORDS; YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**NON-EXCLUSIVE AGREEMENT FOR DRAINAGE AND ACCESS EASEMENTS**

**STATE OF TEXAS**

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**KNOW ALL BY THESE PRESENTS:**

**COUNTY OF JEFFERSON**

This Easement Agreement entered into by and between JEFFERSON COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 10 ("Grantor") and JEFFERSON COUNTY DRAINAGE DISTRICT NO. 7 ("Grantee"),

**RECITALS:**

A. Grantor is the owner of that certain Tract 1 - 0.93 acre tract of land described in the attached Exhibit "A" (the "Drainage Easement Property"); and the parties desire for Grantee to have a perpetual, non-exclusive drainage easement across the Easement Property; and

B. Grantor is the owner of that certain Tract 2 – 3.87 acres and Tract 3 – 2.18 acres described in the attached Exhibit "B" (the "Access Easement Property"); and the parties desire for Grantee to have perpetual, non-exclusive access across the Easement Property.

The Drainage Easement Property and the Access Easement Property are collectively referred to as the Easement Property. Grantor may use the Easement Property during the term of this Agreement so long as Grantor's use does not interfere with or hinder, in Grantee's sole reasonable judgment, Grantee's use of the Easement Property for its purposes.

NOW, THEREFORE, the parties agree as follows:

IN CONSIDERATION OF TEN and 00/100 DOLLARS (\$10.00), AND OTHER GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, and upon the terms and conditions hereinafter expressed, Grantor has granted and by these presents does grant, sell, convey, and quitclaim, without any warranty as to title or right whatsoever, unto Grantee, its successors and assigns, an easement across the Easement Property.

The Drainage Easement over and along and exclusively within the Drainage Easement Property shall be for the purposes of controlling flood and storm water including, but not limited to, constructing, reconstructing, maintaining, operating, and repairing a drainage outfall, pump station and/or flood gate and any other facilities to aid in controlling flood and storm water as may be determined by Grantee in its sole reasonable judgment - (the "Drainage Facilities").

Access by Grantee over and along the Access Easement Property shall be solely and exclusively for providing ingress/egress access by Grantee to its Drainage Facilities to be constructed on the Drainage Easement Property.

Grantee, at its sole cost and expense, shall maintain the Easement Property and any improvements and roads - placed thereon by Grantee, so as not to unreasonably interfere with Grantor's operations and the quiet enjoyment and use of its real estate.

Grantor makes this conveyance upon and subject to terms, conditions and restrictions as set forth in easement conveyed from Jefferson County Water Control and Improvement District No. 10 to Entergy Texas, Inc. as recorded in Clerk File No. 2023022389 of the Official Public Records of Real Property of Jefferson County, Texas, as defined in the attached Exhibit "C".

The rights granted under this Agreement are expressly subject to, and Grantee agrees to comply with, the restrictions and covenants of any and all recorded easements, restrictions, rights-of-way, liens, mineral and/or royalty reservations of record, or encumbrances which may affect the Easement Property or the exercise of Grantee's rights under this Agreement.

It is further agreed as follows:

Grantee plans to: (a) construct and maintain any drainage piping as part of the Drainage Facilities to a minimum depth of three feet ( 3 - 0 ' ) below the surface of the ground. A junction box for access to the drainage outfall shall be constructed to the surface of the ground but will be completely outside of the Entergy Easement. The grantee shall repair and restore any damage to the Easement Property, to the extent caused by Grantee, as near as practicable to the condition immediately prior to such damage. Grantee shall give written notice to Grantor of the date on which the construction of the Drainage Facilities is to begin, and such notice shall be given as soon as practicable, but not less than seven (7) days prior to the commencement of construction. In performing repairs or maintenance on the Drainage Facilities, Grantee shall be solely responsible for obtaining all necessary permits from applicable governmental entities. Grantee, its successors and assigns shall, at all times during which this Agreement is in effect, designate in writing to Grantor at the address provided above an individual (including mailing address, email address, office telephone number and mobile telephone number) whom Grantor may contact and who shall be vested by Grantee with sufficient authority to handle any claims or inquiries by Grantor, with such contact information to be updated periodically as necessary and upon any assignment of this Agreement.

TO THE EXTENT AUTHORIZED BY APPLICABLE LAW, GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD GRANTOR HARMLESS FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION (INCLUDING CLAIMS FOR VIOLATIONS OF ENVIRONMENTAL OR HAZARDOUS MATERIALS LAWS, REASONABLE ATTORNEY'S FEES AND COSTS OF INVESTIGATION), SUITS, FINES, JUDGMENTS, COSTS AND LIABILITIES ASSERTED AGAINST OR IMPOSED UPON GRANTOR ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY GRANTEE'S OPERATIONS HEREUNDER, INCLUDING, WITHOUT LIMITATION, THE

CONSTRUCTION, OPERATION, AND MAINTENANCE OF GRANTEE'S DRAINAGE FACILITIES, EXCEPT THAT GRANTEE SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING CLAIMS OF VIOLATIONS OF ENVIRONMENTAL OR HAZARDOUS MATERIALS LAWS, CAUSED BY GRANTOR'S ACTIONS, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. GRANTEE WAIVES ITS RIGHT OF RECOURSE AS TO GRANTOR WHEN INDEMNIFICATION APPLIES, GRANTEE SHALL BE SUBROGATED TO GRANTOR WITH RESPECT TO ALL RIGHTS GRANTOR MAY HAVE AGAINST THIRD PARTIES WITH RESPECT TO MATTERS AS TO WHICH GRANTEE PROVIDES INDEMNITY AND/OR DEFENSE TO GRANTOR. GRANTEE'S OBLIGATIONS UNDER THIS PARAGRAPH SHALL SURVIVE TERMINATION OR RELEASE OF THIS AGREEMENT. GRANTEE DOES NOT WAIVE GOVERNMENTAL IMMUNITY.

After original construction of the Drainage Facilities, this Agreement and the rights granted herein shall continue until (i) Grantee has ceased to use the Easement for a period of three hundred sixty-five (365) consecutive days excepting any time that Grantee is prevented from using the Easement Property by an event or circumstance of force majeure if such event or circumstance is beyond the reasonable control of Grantee, and Grantee has been unable to overcome such event or circumstance by the exercise of reasonable diligence, and the inability to retain or obtain replacements for any labor or materials necessary to allow the placement into service or repair of the Drainage Facilities for which Drainage Facilities have entered into firm contracts which are not honored by Grantee's counterparty for reasons other than a breach by Grantee, or (ii) Grantee shall have executed and filed of record a written release of this Agreement, the Easement Property and the Temporary Easement, whichever occurs first. For the purposes of this Agreement, "use" of the Easement Property means the actual storage and/or conveyance of storm water the Drainage Facilities.

It is agreed that this grant covers all the agreements between the parties and no representations or statements, verbal or written, have been made, modifying, adding to, or changing the terms of this Agreement. It is understood and agreed that this Agreement and all rights, privileges, and obligations created herein shall run with the land and shall inure to the benefit of and be binding upon the legal representatives, heirs, executors, administrators, successors, and assigns of the parties hereto. Words of any gender used in this instrument shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

BY EXECUTION OF THIS AGREEMENT, GRANTEE (i) ACKNOWLEDGES THE CURRENT CONDITION OF THE EASEMENT PROPERTY; AND (ii) ACKNOWLEDGES THAT GRANTEE HAS CONDUCTED OR CAUSED TO BE CONDUCTED SUCH INSPECTIONS OF THE EASEMENT AS IT DEEMS APPROPRIATE AND HAS RELIED UPON ITS OWN INVESTIGATION AND ANALYSIS IN CONSUMMATING THIS AGREEMENT. GRANTEE ACCEPTS THE EASEMENT "AS IS," "WHERE IS," AND "WITH ALL FAULTS" AND IN ITS PRESENT CONDITION AND STATE OF REPAIR. GRANTOR SHALL HAVE NO DUTY TO INFORM GRANTEE OF ANY CONDITION ON GRANTOR'S LANDS, NOR SHALL GRANTOR HAVE ANY RESPONSIBILITY OR OBLIGATION TO OVERSEE GRANTEE'S OPERATIONS, EMPLOYEES, AGENTS, CONTRACTORS AND SUBCONTRACTORS THEREON. GRANTEE IS ON NOTICE THAT THERE MAY BE

**ELECTRICAL OR UTILITY LINES AND FACILITIES AS WELL AS DRAINAGE FACILITIES ABOVE AND BELOW THE GROUND.**

During the term of this Agreement, Grantee shall provide annually to Grantor a copy of Grantee's then current general commercial liability and related coverage as applicable to agreements and/or indemnifications provided herein. Further, Grantee shall require any contractor and their officers, agents and employees who are provided access to the Easement or the Temporary Easement for the purpose of construction and/or maintenance of the Drainage Facilities the following insurance coverages (i) commercial general liability insurance coverage of at least One Million and 00/100 Dollars (\$1,000,000.00), including coverage for premises operations, broad form property damage, independent contractors and personal injury coverage, (ii) coverage for construction of the Drainage Facilities and (iii) excess umbrella liability coverage of at least One Million and 00/100 Dollars (\$1,000,000); said coverages shall name Grantor as an additional insured party to the extent of Grantee's liability under this Agreement under said policies by separate endorsement. Upon written request, Grantee shall furnish Grantor a Certificate of Insurance as written proof of such coverage.

This Agreement is made by Grantor and the interests conveyed hereby are accepted by Grantee, without warranty, either express, implied, or statutory.

This Agreement may not be modified or amended except by a writing signed by the party against whom said modification or amendment is to be enforced and no party shall be liable or bound to any other party in any manner except as specifically set forth herein.

This Agreement constitutes the entire understanding and agreement between the parties pertaining to Grantee's rights of use of the Easement Property. In the event of any conflict between the terms of this Agreement and any prior or contemporaneous document or contract between the parties, the terms of this Agreement shall be controlling. No modification of this Agreement shall be binding unless signed in writing by the parties.

EXECUTED AND EFFECTIVE this \_\_\_ day of \_\_\_\_\_, 2024.

**GRANTOR:**

**Jefferson County Water Control  
& Improvement District No. 10**

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

**THE STATE OF TEXAS**

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**COUNTY OF JEFFERSON**

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The undersigned, a Notary Public, hereby represents and certifies the signature of \_\_\_\_\_ as \_\_\_\_\_ of the **Jefferson County Water Control & Improvement District No. 10**, appearing above is genuine.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public, State of Texas

(Notary Seal)

**GRANTEE:**

**Jefferson County Drainage District No. 7**

By: *Phil Kelley*

**THE STATE OF TEXAS**

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**COUNTY OF JEFFERSON**

The undersigned, a Notary Public, hereby represents and certifies the signature of Phil Kelley as General Mgr. of the **Jefferson County Drainage District No. 7**, appearing above is genuine.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 16th day of July, 2024.

(Notary Seal)



*Kyla S. Dean*  
Notary Public, State of Texas

**AFTER RECORDING, RETURN TO:**

Germer PLLC  
Attn: Guy N. Goodson  
P.O. Box 4915  
Beaumont, Texas 77704

**EXHIBIT "A"**



## **Exhibit "A"**

### **Tract 1 – 0.93 acre drainage easement**

Being a 0.93 acre tract or parcel of land for drainage easement purposes, a portion of that certain tract of land (called 58.23 acres) as conveyed by deed to Jefferson County Water Control & Improvement District No. 10 recorded in Film Code File No. 105-21-0993 of the official public records of real property of Jefferson County, Texas, as situated in the William Carroll Survey, Abstract No. 13 of said county and being more particularly described by metes & bounds as follows;

Beginning at a point located on the southeasterly line of that certain tract of land (called Tract 1 – 40.496 acres) as conveyed by deed to Outpost Development, LTD recorded in Clerk File No. 2002019576 of said official public records marking the most westerly corner of that certain tract of land (called Tract II - 5.619 acres) as conveyed by deed to to Outpost Development, LTD recorded in Clerk File No. 2002019576 of said official public records, the most northerly corner of said 58.23 acre tract and the most northerly corner of the herein described tract of land;

Thence South 41 deg. 26 min. 00 sec. West along the southeasterly line of said Tract I with the northwesterly line of said 58.23 acre tract and this tract a distance of 351.2 ft. to the most westerly corner of the herein described tract of land;

Thence South 48 deg. 34 min. 00 sec. East, departing said northwesterly line with the southwesterly line of this tract a distance of 100.00 ft. to a point marking the most southerly corner of the herein described tract of land;

Thence North 41 deg. 26 min. 00 sec. East along the lower southeasterly line of this tract a distance of 240.00 ft. to an "ell" corner of the herein described tract of land;

Thence South 48 deg. 08 min. 33 sec. East along a southerly line of this tract a distance of 50.0 ft. to an "ell" corner of the herein described tract of land;

Thence North 42 deg. 03 min. 00 sec. East along the upper southeasterly line of this tract a distance of 109.1 ft. to the Place of Beginning containing in area 0.93 acres of land, more or less.

Note: Easement sketch accompanies metes & bounds description.

FORMERLY OUTPOST DEVELOPMENT, LTD.  
 CALLED 5.619 ACRES (TRACT II)  
 C.F. # 2002019576  
 O.P.R.J.C.

POB  
 TRACT 2

POB  
 TRACT 1

**TRACT 2 - 3.87 ACRES**  
 INGRESS / EGRESS EASEMENT

**TRACT 1 - 0.93 ACRES**  
 DRAINAGE EASEMENT

**TRACT 3 - 2.18 ACRES**  
 INGRESS / EGRESS EASEMENT

ENERGY TEXAS, INC.  
 EASEMENT (WIDTH VARIES)  
 CF # 2023022389  
 O.P.R.J.C.

JEFFERSON COUNTY WATER CONTROL  
 & IMPROVEMENT DISTRICT NO. 10  
 CALLED 58.23 ACRES  
 FILM CODE FILE NO. 105 21 0993  
 O.P.R.J.C.

FORMERLY OUTPOST DEVELOPMENT, LTD.  
 CALLED 40.496 ACRES (TRACT I)  
 C.F. # 2002019576  
 O.P.R.J.C.

FORMERLY OUTPOST DEVELOPMENT, LTD.  
 CALLED 5.619 ACRES (TRACT II)  
 C.F. # 2002019576  
 O.P.R.J.C.

ENERGY TEXAS INC.  
 CALLED 43.32 ACRES  
 CF # 2017031963  
 O.P.R.J.C.

JEFFERSON CO. DRAINAGE DISTRICT NO. 7  
 40' RODAIR GULLY EASEMENT  
 VOL 1551, PG. 128  
 D.R.J.C.

DIRT CITY RANCH  
 CALLED 28.63 ACRES  
 CF # 2018035924  
 O.P.R.J.C.

Line Table		
Line No.	Bearing	Length
L1	N 47°57'00" W	1550.0
L2	S 41°26'00" W	1277.7
L3	S 23°12'36" E	110.7
L4	N 41°26'00" E	1214.9
L5	S 48°08'33" E	735.2
L6	S 43°50'15" E	702.8
L7	S 48°05'47" E	14.3
L8	N 41°26'21" E	157.0

**TRACT 1 - 0.93 ACRES**  
 DRAINAGE EASEMENT  
**TRACT 2 - 3.87 ACRES**  
 INGRESS / EGRESS EASEMENT  
**TRACT 3 - 2.18 ACRES**  
 INGRESS / EGRESS EASEMENT  
 ALL SITUATED IN THE WM CARROLL  
 SURVEY, ABSTRACT NO. 13  
 JEFFERSON COUNTY, TEXAS

NOTES:

1. METES AND BOUNDS DESCRIPTIONS TO ACCOMPANY SKETCH.
2. BOTH SKETCH AND DESCRIPTIONS ARE BASED UPON RECORD INFORMATION AND DO NOT REPRESENT THE RESULTS OF AN ON-GROUND SURVEY.



**EXHIBIT "B"**

## **Exhibit "B"**

### **Tract 2 – 3.87 acre ingress/egress easement**

Being a 3.87 acre tract or parcel of land for ingress/egress purposes, a portion of that certain tract of land (called 58.23 acres) as conveyed by deed to Jefferson County Water Control & Improvement District No. 10 recorded in Film Code File No. 105-21-0993 of the official public records of real property of Jefferson County, Texas, as situated in the William Carroll Survey, Abstract No. 13 of said county and being more particularly described by metes & bounds as follows;

Beginning at a point marking an "ell" corner of that certain tract of land (called Tract II - 5.619 acres) as conveyed by deed to Outpost Development, LTD recorded in Clerk File No. 2002019576 of said official public records, the most easterly corner of said 58.23 acre tract and the most easterly corner of the herein described tract of land;

Thence North 47 deg. 57 min. 00 sec. West along a southwesterly line of said 5.619 acre tract with the northeasterly line of said 58.23 acre tract and this tract a distance of 1398.8 ft. to a point marking the most northerly corner of the herein described tract of land;

Thence South 42 deg. 03 min. 00 sec. West, departing said northeasterly line with the northwesterly line of this tract a distance of 109.1 ft. to a point marking the most westerly corner of the herein described tract of land;

Thence South 48 deg. 08 min. 33 sec. East along the southwesterly line of this tract a distance of 685.2 ft. to an angle point for corner of the herein described tract of land;

Thence South 43 deg. 50 min. 15 sec. East, continuing along the southwesterly line of this tract a distance of 702.8 ft. to an angle point for corner of the herein described tract of land;

Thence South 48 deg. 05 min. 47 sec. East continuing along the southwesterly line of this tract a distance of 14.3 ft. to a point located on the southeasterly line of said 58.23 acre tract marking the most southerly corner of the herein described tract of land; said point also being located on a northwesterly line of said 5.619 acre tract;

Thence North 41 deg. 26 min. 21 sec. East along said northwesterly line with the southeasterly line of said 58.23 acre tract and this tract a distance of 157.0 ft. to the Place of Beginning containing in area 3.87 acres of land, more or less.

Note: Easement sketch accompanies metes & bounds description.

### **Tract 3 – 2.18 acre ingress/egress easement**

Being a 2.18 acre tract or parcel of land for ingress/egress purposes, a portion of that certain tract of land (called 58.23 acres) as conveyed by deed to Jefferson County Water Control & Improvement District No. 10 recorded in Film Code File No. 105-21-0993 of the official public records of real property of Jefferson County, Texas, as situated in the William Carroll Survey, Abstract No. 13 of said county and being more particularly described by metes & bounds as follows;

Beginning at a point marking an "ell" corner of that certain tract of land (called Tract I – 40.496 acres) as conveyed by deed to Outpost Development, LTD recorded in Clerk File No. 2002019576 of said official public records, the most westerly corner of said 58.23 acre tract and the most westerly corner of the herein described tract of land;

Thence South 23 deg. 12 min. 36 sec. East along a southeasterly line of said Tract I with the southwesterly line of said 58.23 acre tract and this tract a distance of 110.7 ft. to a point marking the most southerly corner of the herein described tract of land; said point also being located on the northeasterly line of that certain tract of land (called 28.63 acres) as conveyed by deed to Dirt City Ranch recorded in Clerk File No. 2018035924 of said official public records;

Thence North 41 deg. 26 min. 00 sec. East along the southeasterly line of this tract a distance of 974.9 ft. to a point marking the most easterly corner of the herein described tract of land;

Thence North 48 deg. 34 min. 00 sec. West along the northeasterly line of this tract a distance of 100.00 ft. to a point located on a southeasterly line of the aforementioned Outpost Development Tract I and the northwesterly line of said 58.23 acre tract marking the most northerly corner of the herein described tract of land;

Thence South 41 deg. 26 min. 00 sec. West along said southeasterly line with the northwesterly of said 58.23 acre tract and this tract a distance of 927.5 ft. to the Place of Beginning containing in area 2.18 acres of land, more or less.

Note: Easement sketch accompanies metes & bounds description.

FORMERLY OUTPOST DEVELOPMENT, LTD.  
 CALLED 5.619 ACRES (TRACT II)  
 C.F. # 2002019576  
 O.P.R.J.C.

POB  
 TRACT 2

POB  
 TRACT 1

**TRACT 2 - 3.87 ACRES**  
 INGRESS / EGRESS EASEMENT

**TRACT 1 - 0.93 ACRES**  
 DRAINAGE EASEMENT

**TRACT 3 - 2.18 ACRES**  
 INGRESS / EGRESS EASEMENT

ENERGY TEXAS, INC.  
 EASEMENT (WIDTH VARIES)  
 CF # 2023022389  
 O.P.R.J.C.

JEFFERSON COUNTY WATER CONTROL  
 & IMPROVEMENT DISTRICT NO. 10  
 CALLED 58.23 ACRES  
 FILM CODE FILE NO. 105 21 0993  
 O.P.R.J.C.

FORMERLY OUTPOST DEVELOPMENT, LTD.  
 CALLED 40.486 ACRES (TRACT I)  
 C.F. # 2002019576  
 O.P.R.J.C.

FORMERLY OUTPOST DEVELOPMENT, LTD.  
 CALLED 5.619 ACRES (TRACT II)  
 C.F. # 2002019576  
 O.P.R.J.C.

ENERGY TEXAS INC.  
 CALLED 43.32 ACRES  
 CF # 2017031963  
 O.P.R.J.C.

JEFFERSON CO. DRAINAGE DISTRICT NO. 7  
 40' ROADWAY GULLY EASEMENT  
 VOL 1551, PG. 128  
 D.R.J.C.

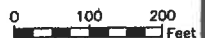
DIRT CITY RANCH  
 CALLED 28.63 ACRES  
 CF # 2018035924  
 O.P.R.J.C.

Line Table		
Line No.	Bearing	Length
L1	N 47°57'00" W	1550.0
L2	S 41°26'00" W	1277.7
L3	S 23°12'36" E	110.7
L4	N 41°26'00" E	1214.9
L5	S 48°08'33" E	735.2
L6	S 43°50'15" E	702.8
L7	S 48°05'47" E	14.3
L8	N 41°26'21" E	157.0

**TRACT 1 - 0.93 ACRES**  
 DRAINAGE EASEMENT  
**TRACT 2 - 3.87 ACRES**  
 INGRESS / EGRESS EASEMENT  
**TRACT 3 - 2.18 ACRES**  
 INGRESS / EGRESS EASEMENT  
 ALL SITUATED IN THE WM CARROLL  
 SURVEY, ABSTRACT NO. 13  
 JEFFERSON COUNTY, TEXAS

NOTES:

1. METES AND BOUNDS DESCRIPTIONS TO ACCOMPANY SKETCH.
2. BOTH SKETCH AND DESCRIPTIONS ARE BASED UPON RECORD INFORMATION AND DO NOT REPRESENT THE RESULTS OF AN ON-GROUND SURVEY.



**EXHIBIT "C"**

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORDING IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER**

**EASEMENT**

State of Texas

**KNOW ALL MEN BY THESE PRESENTS:**

County of Jefferson

THAT, JEFFERSON COUNTY WATER CONTROL AND IMPROVEMENT DISRICT NO. 10, with a mailing address of 3707 Central Boulevard, Nederland, Texas 77627, hereinafter called Grantor, whether one or more, for and in consideration of Ten and 00/100 (\$10.00) Dollars in hand paid by ENTERGY TEXAS, INC, the receipt of which is hereby acknowledged, has granted, sold and conveyed, and by these presents does grant, sell and convey unto the said ENTERGY TEXAS, INC. at P.O. Box 2951, Right of Way Department, Beaumont, Texas 77704, hereinafter called Grantee, a corporation duly incorporated and existing under the laws of the State of Texas, the RIGHT, PRIVILEGE AND EASEMENT to enter upon and to construct, maintain, operate, inspect, patrol, repair and remove **one or more circuits, one or more lines of structures** (if used, such structures being composed of wood, metal, concrete or other types of materials) with lines of wires, crossarms, guy wires, stubs, foundations, anchors, **underground conduits** and other usual fixtures for the **transmission/distribution of electricity and communications**, said facilities to be erected simultaneously or at different future times, with the right to replace structures or fixtures composed of one type of material or materials with structures or fixtures of any other type of material or materials at any time and from time to time without further payment, upon, over, under and across that parcel of land owned by Grantor described in Exhibit A, said facilities to be located within the easement strip described by the metes and bounds on the attached Exhibit A and as shown on the attached plat marked Exhibit B, insofar as same may be embraced within said tract.

GRANTOR grants unto Grantee the right at any time and from time to time (a) to trim, cut or remove and keep clear all trees, vegetation, underbrush and other obstructions located upon said easement strip by use of variety of methods commonly used in the utility vegetation management industry, without further payment, and (b) trim, cut or remove from the land outside of said easement strip any and all trees, limbs and other vegetation which in falling could come within ten feet of the electric lines of Grantee without further payment.



GRANTOR RETAINS the right to use the land covered by said easement for any purpose, except for those purposes herein granted to Grantee, as long as such use by Grantor does not unreasonably interfere with the right of way easement and rights herein granted. However, Grantor shall not erect, locate or permit the erection or placement of any building, structure, trees, or shrubs, well head/facilities or object of any type whatever within the easement strip described above, except Grantor may, subject to Grantee's prior written consent, which consent shall not be unreasonably withheld, (1) utilize equipment, erect non-habitable structures, and install retention ponds in the areas identified as "LONO Zones" on Exhibits C and C-1 attached hereto subject to the limitations set forth in Exhibit C-1 and provided all minimum clearance requirements provided by law and industry standards are met, and (2) cross the areas identified as "Crossing Only Zones" on Exhibits C and C-2 attached hereto subject to the limitations set forth in Exhibit C-2. Notwithstanding anything else contained herein, Grantor may not cross or build any type of structure, road, pond, fence or any other facilities in the areas identified as "Restricted Zones" on Exhibits C and C-3 attached hereto without Grantee's prior written consent, which may be withheld in Grantee's sole discretion. Grantor further agrees that it shall not erect, locate or permit the erection or placement of any building, structures, trees or shrubs or object of any type outside of said easement strip that will interfere with Grantee's operations or the rights granted to Grantee hereunder (except as expressly allowed by the immediately preceding sentence and Exhibits C-1, C-2 and C-3) or that violate any clearance or safety requirements as set forth in the National Electrical Safety Code, the Texas Health and Safety Code and all other applicable laws, regulations, or ordinances or requirements. Grantor shall not change the elevation of the land within said easement strip where such elevation change causes a violation in the clearance requirements set forth in the National Electrical Safety Code Requirements/Specification or limit Grantee's ingress/egress to, from and along the land covered by this easement strip (except as expressly allowed by the two immediately preceding sentences and Exhibits C-1, C-2 and C-3). Grantee shall have ingress and egress at any time to, from and along the land covered by this easement or Grantor's adjoining land.

TO HAVE AND TO HOLD the above granted rights and easements, together with all and singular, the privileges and appurtenances thereto in anywise belonging unto said ENTERGY TEXAS INC., its successors and assigns, and Grantor does hereby bind himself, his heirs, executors, administrators, successors and assigns, to warrant and defend all and singular the above granted rights, easements, privileges and appurtenances unto ENTERGY TEXAS INC., its successors and assigns, against any person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantor hereby covenants with and represents and warrants to said ENTERGY TEXAS, INC., that Grantor has good and marketable title to said land, and has the unqualified right to grant the privileges herein contained.

**ALL THE AGREEMENTS and stipulations herein contained, and all of the obligations herein assumed, shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties hereto. Whenever the word "Grantor" is used herein it shall be construed to include "Grantors".**

WITNESS the signature of Grantor this 20th day of July \_\_\_\_\_,

2023.

**Grantor:**

**Jefferson County Water Control and Improvement District No. 10**

By: Jerome Havar

Printed Name: JEROME HAVAR

Its: DIRECTOR

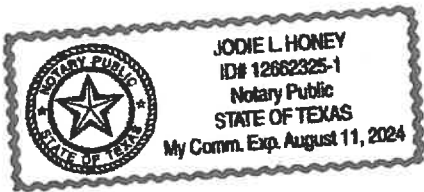
**ACKNOWLEDGEMENT**

State of Texas X

County of Jefferson X

This instrument was acknowledged before me on July 20, 2023 by

Jerome Havar Director of Jefferson County Water Control and Improvement District No. 10.



Jodie L Honey  
Notary Public's Signature

Return to: Transglobal Services  
Attn: John Ratliff  
555 Hemphill St. Ste 202  
Fort Worth, TX 76104

**Exhibit "A"**  
**JEFFERSON COUNTY, TEXAS**  
**ENTERGY TEXAS, INC.**  
**Varying Width Permanent Easement**  
**A Called 58.23 Acre Tract**  
**JEFFERSON COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 10**  
**Located in William Carroll Survey, A-13**

**LEGAL DESCRIPTION:**

A metes and bounds description of a varying width permanent easement being situated in the William Carroll Survey, A-13, Jefferson County, Texas, and being a portion of property described as a called 58.23 acres, in the deed to Jefferson County Water Control & Improvement District No. 10, recorded in Instrument Number 105 21 0993, Official Public Records of Jefferson County, Texas. Said metes and bounds of the herein described varying width permanent easement being more fully described as follows:

COMMENCING at a found 2" pipe located on the northwest property corner of said subject tract, and an interior property corner of a called 40.496 acres (Parcel I), described in the deed to Kerr Tractor Southwest, Ltd., recorded in Clerks File 2015003484, Official Public Records of Jefferson County, Texas, said point having Texas State Plane Coordinates of N=13,942,071.87 and E=3,541,483.83, thence North 36° 55' 28" East a distance of 1,168.24 feet to a calculated point on a northwest property line of said subject tract and on the easterly south property line of said Kerr Tractor Southwest, Ltd. tract, said point having Texas State Plane Coordinates of N=13,943,005.79 and E=3,542,185.66, and being the "POINT OF BEGINNING" (P.O.B.) of the metes and bounds described herein.

THENCE, over and across said subject tract, the following eight (8) courses and distances:

North 36° 55' 28" East a distance of 110.81 feet to a calculated point;

South 52° 26' 27" East a distance of 1,360.76 feet to a calculated point;

South 48° 20' 06" East a distance of 180.24 feet to a calculated point;

South 52° 36' 17" East a distance of 10.06 feet to a calculated point;

South 36° 57' 12" West a distance of 145.00 feet to a calculated point;

North 52° 36' 19" West a distance of 14.70 feet to a calculated point;

North 48° 20' 47" East a distance of 702.80 feet to a calculated point;

North 52° 39' 05" West a distance of 835.21 feet back to the said "POINT OF BEGINNING" (P.O.B.) of the metes and bounds described herein.

The Total Area of the Permanent Easement is 4.25 acre, more or less.

The above-described permanent easement is shown on a plat prepared by Morris P. Hebert, Inc. (CADD File No. 14970\_OCI EASEMENT PLAT\_REV 1.DWG) dated 06/08/2023, revised 08/02/2023, Titled "ENTERGY TEXAS, INC. VARYING WIDTH PERMANENT EASEMENT ACROSS JEFFERSON COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 10 LOCATED IN THE WILLIAM CARROLL SURVEY, A-13, JEFFERSON COUNTY, TEXAS" and is attached hereto as Exhibit "B".

**NOTES:**

Bearings and distances indicated herein are grid derived and are referenced to the Texas State Plane Coordinate System, Central Zone (NAD 83), US Survey Foot; as derived from a Global Positioning System (GPS) static survey.

Title and ownership information indicated herein is based on a search of the public records of Jefferson County, Texas and was furnished by Angelle & Donohue Oil & Gas Properties, Inc.

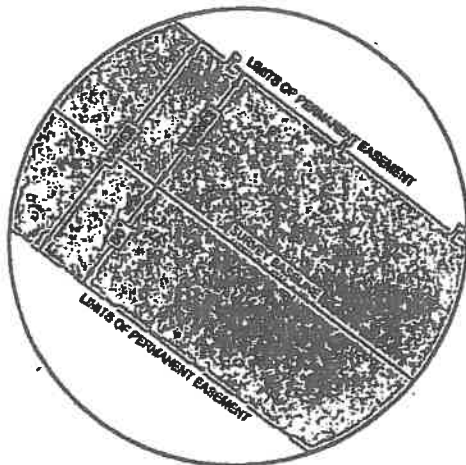
MORRIS P. HEBERT, INC.  
 116 VENTURE BLVD.  
 HOUMA, LA 70360  
 (985) 879-2731  
 APPROVED: 08/08/2023  
 FIRM REGISTRATION NUMBER: 10193786



JOHN C. MATTINGLY, TX. LICENSE NO. 6630



2023022389 Page 7 of 12  
**JEFFERSON COUNTY, TEXAS**  
**WILLIAM CARROLL SURVEY, A-13**  
**EXHIBIT "B"**



**DETAIL "A"**  
**NOT TO SCALE**

P:\01-Survey-Projects\Energy Services\14970 OCI Jefferson\Drawings\Jept\_01\_14970\_OCI Easement Plat.dwg PLOT DATE: 0/14/23 4:08:48pm

**REFERENCE MAP:**

"ALTAIR'S LAND TITLE SURVEY TRACT ONE-114.91 ACRES TRACT TWO-5.53 ACRES AND TRACT THREE-22.909 ACRE TRACT LOCATED IN THE WILLIAM CARROLL SURVEY, A-13; PELHAM HUMPHRIES SURVEY, A-32; J.S. JOHNSTON SURVEY, A-34; AND THE T. & N. O. RAILROAD SURVEY, A-257, JEFFERSON COUNTY, TEXAS", BY JOE A. MATTOX DATED DECEMBER 3, 2022.

**NOTES:**

FIELD SURVEY PERFORMED ON 01/20/23 & 02/20/23.

ALL PUBLIC RECORD DOCUMENTS, TITLE INFORMATION AND MAPS UTILIZED FOR ESTABLISHING THE SITE BOUNDARIES AS DEPICTED ON THIS PLAT WAS PROVIDED BY CLIENT.

NO ON-THE-GROUND EFFORT HAS BEEN MADE TO LOCATE AND INDICATE ALL BELOW GROUND FERROUS METAL CABLES, PIPELINES, UTILITIES, ETC. IN THE AREA OF THE PROPOSED PROJECT. THEREFORE MORRIS P. HEBERT, INC. IS NOT RESPONSIBLE FOR ANY CABLES, PIPELINES, UTILITIES OR ANY OTHER BELOW GROUND STRUCTURES (INCLUDING PVC) NOT LOCATED DURING THE COURSE OF THE SURVEY.

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS MANUAL OF PRACTICE FOR A CATEGORY 2, ROUTE SURVEY.

ALL BEARINGS AND COORDINATES REFER TO THE TEXAS STATE PLANE COORDINATE SYSTEM, 4983 CENTRAL ZONE US SURVEY FOOT AS DERIVED FROM A GLOBAL POSITIONING SYSTEM (GPS) STATIC SURVEY. DISTANCES SHOWN HEREIN ARE BASED ON GRID. THE SCALE FACTOR IS 0.9999985. THE CONVERGENCE ANGLE IS + 0" 28' 10.1".

THIS SURVEY DOES NOT PURPORT TO SHOW THE LOCATION OF ANY EXISTING EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS, AND/OR REGULATIONS OF GOVERNMENT AUTHORITIES WHICH MAY AFFECT SAID PROPERTY EXCEPT AS OTHERWISE SHOWN HEREON.

A LEGAL DESCRIPTION OF THE PERMANENT EASEMENT (DEBET "A") HEREWITH ACCOMPANIES THIS PLAT.



APPROVED: *J.C. Mattingly*  
 JOHN C. MATTINGLY, P.L.S.

TX. LAND SURVEYOR REG. NO. 6830  
 THIS DOCUMENT VALID ONLY WHEN EITHER AN ORIGINAL CERTIFICATION STAMP OR AN EMBOSSED SEAL IS IMPRESSED OVER AN ORIGINAL SIGNATURE.

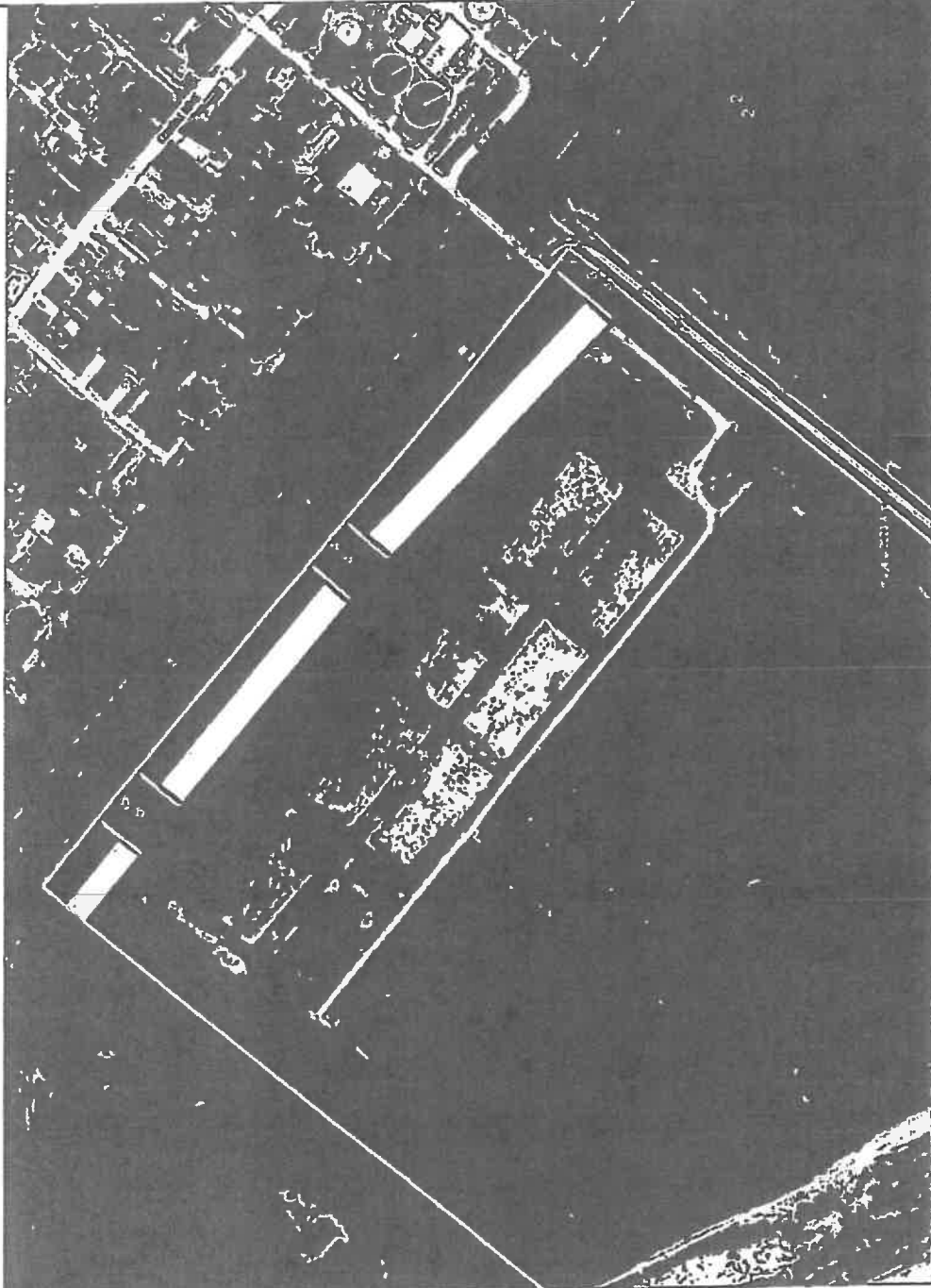
NO.	DATE	REV. BY:	REVISION

**ENERGY TEXAS, INC.**

**VARYING WIDTH PERMANENT EASEMENT ACROSS**  
**JEFFERSON COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 10**  
**LOCATED IN**  
**WILLIAM CARROLL SURVEY, A-13**  
**JEFFERSON COUNTY, TEXAS**

DRAWN BY: -- NPB --	SHEET: -- 2-OF-2 --
CHKD./APPD. BY: JCM	SCALE: AS SHOWN
UPDATED BY:	DATE: 06/08/2023
DATA BASE: 14970	JOB NO. 14970
MPH CAD FILE: 14970_OCI EASEMENT PLAT.DWG	

**Exhibit "C" - Zone Overview Map**



**Legend**

**LONO Zone- 64 Feet In width,  
on Western Edge of ROW  
(Excluding Restricted Zone  
Area)**



**Crossing Only Zone- Area  
Perpendicular to Interior  
structure extending to east  
property line / boundary  
(Excluding Restricted Zone  
Area)**



**Restricted Zone-  
64' around structures 4 and 5.**



**Restricted Zone extends 64  
feet east and west of structure  
3, to the south to property  
line, extends to north to  
existing road edge**

OCI CLEAN ALUMINIA 230 KV  
TRANSMISSION LINE PROJECT  
JEFFERSON COUNTY  
WCID #10 PROPERTY

0 50 100  
Feet

DATE: 7/24/2023



**Exhibit "C-1" LONO Zones**

**"LONO Zones" (Yellow)** - Areas on property where excavations (including retention ponds) and non-habitable structures could be permitted. Energy would not unreasonably withhold permission provided the following conditions were met:

Energy Access is not interrupted by future installation-Crossing Only Zone (Blue area) shall be left open, and if detention pond is built, an all-weather access at least 20 feet wide with rock base adequate to support Energy equipment would be installed across entire Crossing Only Zone

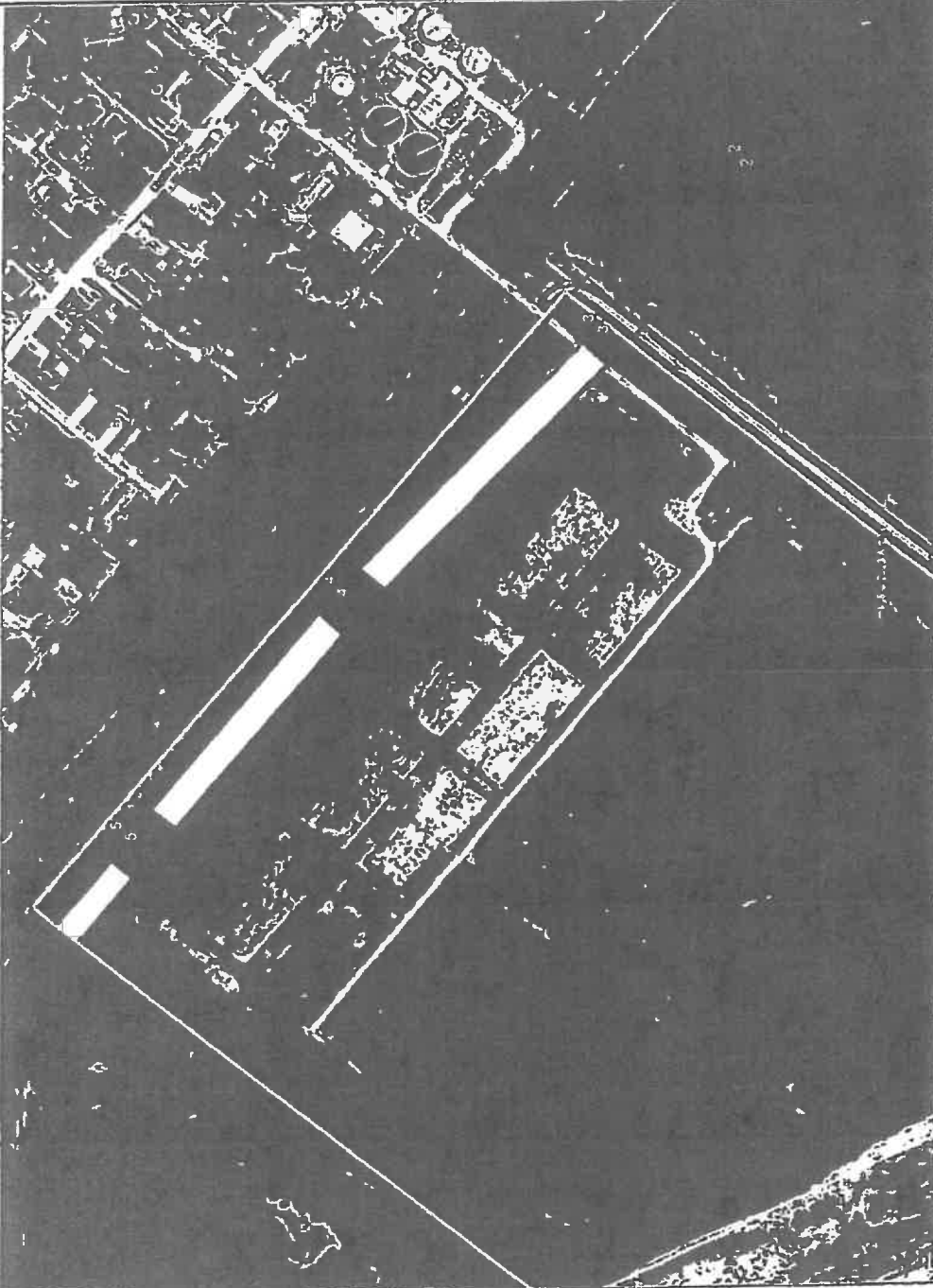
No restrictions of Energy installing vibratory socket piles or any type of foundation inside of easement on the Crossing Only or Restricted Zones

Grade Change from Excavation or above ground installation shall meet all legal and industry minimum requirements.

Any future installation or excavation does not impair structural integrity of structures 3, 4, and 5.

Grantor and Grantee execute a letter substantially in the form of Grantee's standard letter of no objection, a copy of which has been provided by Grantee to Grantor on July 20<sup>th</sup>, 2023.

OCEAN AMMONIA 230 KV TRANSMISSION LINE PROJECT  
JEFFERSON COUNTY  
WCID #10 PROPERTY



DATE: 02/23/23  
DRAWN BY: [Signature]



**Exhibit "C-2" Crossing Only Zone**

**Crossing Only Zone - Block**

Area Perpendicular to Interior structure extending to east property line / boundary (Excluding Restricted Zone Area) where Entergy would not unreasonably withhold permission for crossing activities, provided the following conditions were met:

**Temp Access and Access Roads** - Installed outside of restricted zones, maintain proper clearances, and grade change would not impact vertical clearance requirements or impede Entergy access to its facilities.

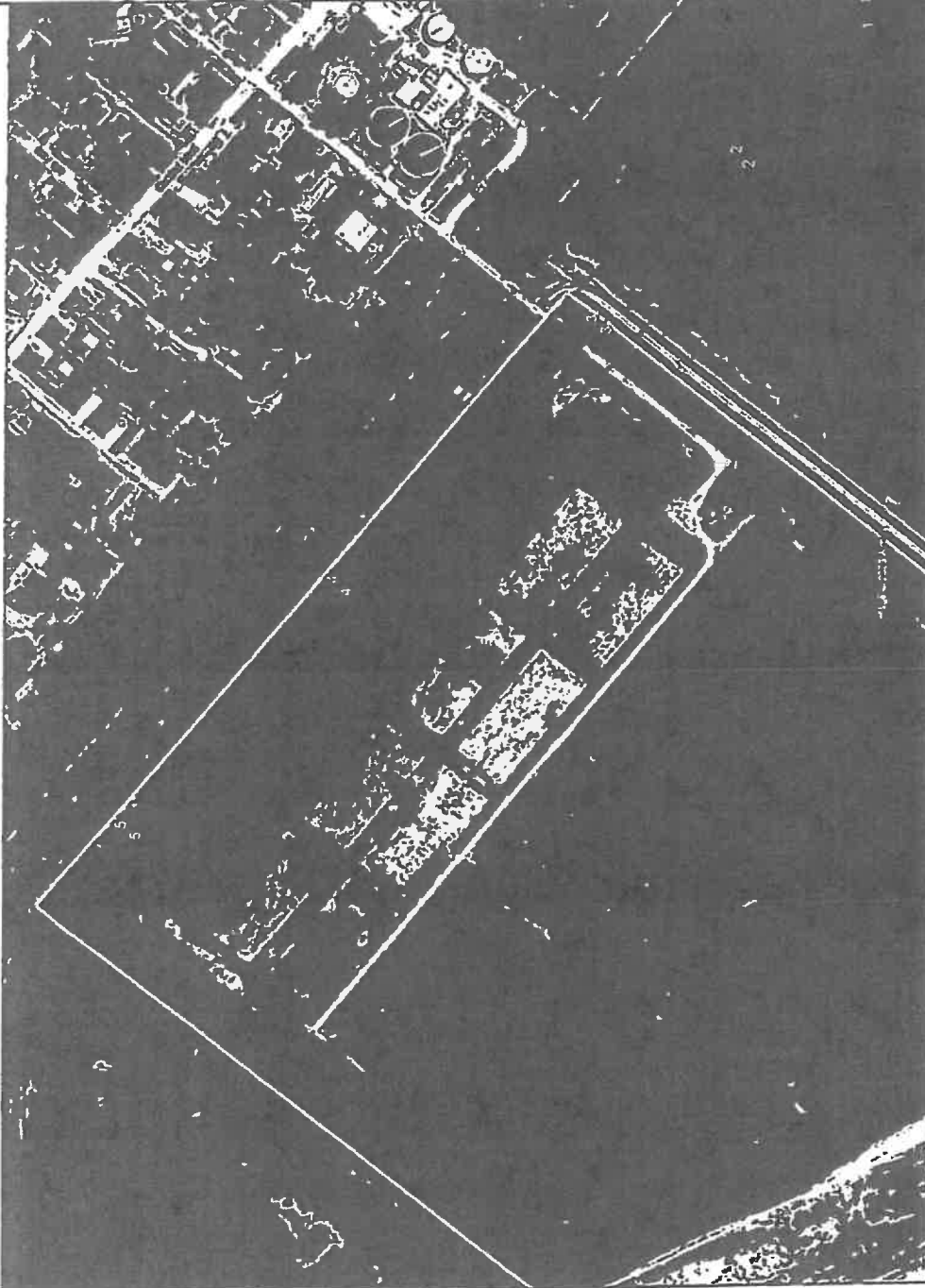

**Underground Crossings (pipelines, cables, etc.)** - Installed 90° angle, buried and maintained at depth where no matting required when crossing with equipment

**Overhead electric** not permitted except for Grantee's facilities.

**Fences** -Installed 90° angle, provided 16' foot gates are installed and if locked Entergy can interlock)

This area would not have grade or above ground installations and Entergy access would not be interrupted at any time.

Grantor and Grantee execute a letter substantially in the form of Grantee's standard letter of no objection, a copy of which has been provided by Grantee to Grantor on July 20th, 2023.

OCI CLEAN AMMONIA 230 KV TRANSMISSION LINE PROJECT  
JEFFERSON COUNTY  
WCID #10 PROPERTY

0 100 200 Feet

NOT A CONTRACT

**Exhibit "C-3" Restricted Zones**

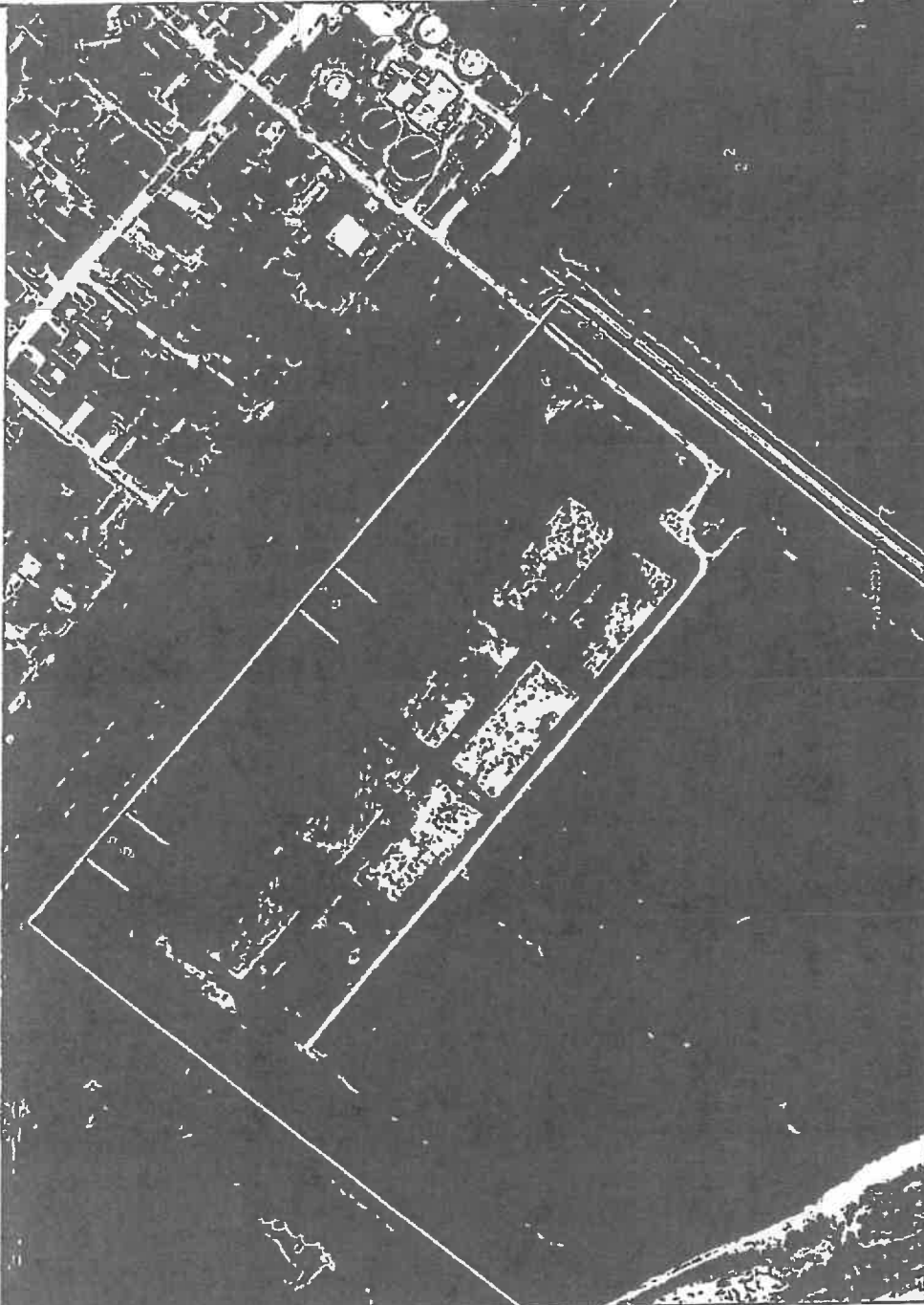
**Restricted Zones (Red)** Areas on property where Grantor may not cross or build any type of structure, road, pond, fence or any other facilities without Grantee's prior written consent, which may be withheld in its sole discretion

64' around structures 4 and 5.

Restricted Zone extends 64 feet east and west of structure 3, to the south to property line, extends to north to existing road edge

Grantor shall keep these areas clear of any obstructions, installations and excavations

• Mowing is permitted in this area.



OCI CLEAN AMMONIA 230 KV TRANSMISSION LINE PROJECT  
JEFFERSON COUNTY  
WCID #10 PROPERTY

energy

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS



Roxanne Acosta-Hellberg, County Clerk  
Jefferson County, Texas

August 11, 2023 12:50:08 PM

FEE: \$66.00 2023022389