

AMENDMENT OF ENCROACHMENT AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This Amendment of Encroachment Agreement (“Amendment”) is made and entered into by and between WHITETHORN PIPELINE COMPANY LLC (hereinafter referred to as “Company”) whose mailing address is c/o Land Department, P.O. Box 4324, Houston, Texas 77210-4324 and physical address is c/o Land Department, 9420 W. Sam Houston Parkway N., Houston, Texas 77064-6317 and CITY OF GEORGETOWN, TEXAS, a home-rule municipal corporation situated in Williamson County, Texas (hereinafter referred to as “City”), upon the following terms and conditions:

WITNESSETH:

WHEREAS, CHESMAR HOMES, LLC (hereinafter referred to as “Landowner”), whose address is 3600 W. Parmer Ste. 160, Austin, Texas 78727, owns a certain tract of land located in Williamson County, Texas and more particularly described as follows:

A 24.958 acre tract of land in the Isaac Donagan Survey, Abstract No. 178 in Williamson County, Texas more particularly described in that certain Special Warranty Deed from ABG Water Oak Partner, Ltd. to Chesmar Homes, LLC dated March 3, 2020, and recorded as Document Number 2020022090 in the Official Records of Williamson County, Texas (the “Property”);

WHEREAS, Company holds a certain right of way and easement upon, over, under and through the Property, more particularly described in that certain Permanent Easement Agreement from Water Oak at San Gabriel Homeowner’s Association, Inc. to Enterprise Crude Pipeline LLC dated January 21, 2016, and recorded as Document Number 2016010602 in the Official Records of Williamson County, Texas (the “Easement”);

WHEREAS, Company owns and operates a pipeline that is located within the Easement and commonly known as line C129, Midland to Sealy pipeline (the “Pipeline”; the Pipeline together with any related valves, meters, equipment, and other appurtenances, collectively the “Facilities”) that runs through the Property pursuant to the Easement;

WHEREAS, Landowner, pursuant to that certain Encroachment Agreement dated August 19, 2021 and recorded in Document No. 2021169451 of the Official Public Records of Williamson County, Texas, attached to this Amendment as **Exhibit C** and by this reference incorporated within it (the “Encroachment Agreement”), did cause to be constructed streets (Parkside Parkway, Leaning Oak Lane, Bermuda Drive, walking trail and private driveway), two (2) forty-eight inch (48”) RCP, an eighteen inch (18”) RCP storm sewer, two (2) thirty inch (30”) RCP, an eight inch (8”) PVC wastewater line, an eight inch (8”) PVC water line in eighteen inch (18”) steel pipe casing and proposed lighting and conduits, as shown on the plans dated February 25, 2021 and

attached hereto as Exhibit A over/under/across the Pipeline, which encroach upon the Easement (collectively, the “Encroachment”);

WHEREAS, Landowner proposes to dedicate to the City the two (2) thirty inch (30”) RCP, an eight inch (8”) PVC wastewater line, and an eight inch (8”) PVC water line in eighteen inch (18”) steel pipe casing (the “Improvements”) and to partially assign the Encroachment Agreement, as it applies to the Improvements;

WHEREAS, as a condition of City’s acceptance of the dedication of the Improvements and acceptance of the partial assignment of the Encroachment Agreement, City requires the amendment of the Encroachment Agreement as set forth herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and City hereby agree as follows:

1. Recitals: The foregoing Recitals are hereby incorporated into and made part of this Amendment.

2. Assignment: Company hereby acknowledges that Landowner and City have entered into a Partial Assignment of Encroachment Agreement (the “Partial Assignment”) of even date herewith and, by its signature herein, hereby consents to the Partial Assignment. Company and City hereby agree that, as between the Company and the City, and their respective successors and assigns, any provision regarding an Encroachment in the Encroachment Agreement, including any responsibilities and liabilities therefore, shall only apply to the Improvements as defined in the Partial Assignment, unless otherwise set forth herein.

3. Assumption of Risk: Paragraph 2 of the Encroachment Agreement, as applicable to the Improvements, is hereby amended to read as follows:

As to any potential claims against the Company, City assumes all risks for damages, injuries, or loss to either property or persons, which may be incurred by City or its agents, invitees, guests, or licensees present on, or in the vicinity of, the Easement and in any way associated with the Improvements, unless due to the sole gross negligence or willful misconduct of Company. Any maintenance or improvements to or repairs of the Improvements that may become necessary shall be the sole responsibility of City and performed at no cost to Company. City shall keep all portions of the Improvements in good repair. Notwithstanding the foregoing, City reserves the right to seek damages or performance from Landowner; Landowner’s agents, employees, contractors, or consultants; Williamson County; Williamson County’s agents, employees, contractors, or consultants; or Company’s contractors or consultants, for any damages, injuries, or loss to either property or persons, which may be incurred by City or its agents, invitees, guests, or licensees present on, or in the vicinity of, the Easement and in

any way associated with the Encroachment, if due to the negligence of the identified party.

4. Construction Parameters: Paragraph 3 of the Encroachment Agreement, as applicable to the Improvements, is hereby amended to read as follows:

Except in the event of an Emergency, hereinafter defined, Construction activity of any kind, including, but not limited to, equipment movement, materials storage, boring, and digging that take place within the Easement will require 48 hours (two working days) prior notice to Texas One-Call at 811. If available, a Company representative must be present during any of the aforementioned construction activities and City acknowledges that Company's representative shall have full authority to stop any of City's excavation or construction related activities within the Easement if Company's representative, in his/her sole discretion, believes City's activities could result in damage to the Facilities or pose a threat to the environment or public safety. The presence of Company's representative will not relieve City of any liability under this Agreement. Notwithstanding the foregoing, City and Company recognize that the maintenance and operation of public facilities are for the health and safety of the public, and that emergency situations involving the repair and maintenance may require immediate excavation and construction activities (an "Emergency"). Therefore, the City may enter onto the Easement for the purposes of inspecting, removing, and repairing the encroachments in the event of an Emergency, the determination of which shall be the in the reasonable determination of the City. City shall notify Company within 48 hours of such emergency work, including the location and description of work undertaken.

5. Construction Parameters (continued): Paragraph 5 of the Encroachment Agreement, as applicable to the Improvements, is hereby amended to read as follows:

Company has provided City with as-built drawings representing the location of the Pipeline (the "As-Built Drawings") for purposes of developing plans for any work within the Easement, but City shall be responsible for locating the Pipeline prior to any work within the Easement, except in the event of an Emergency. In the event City or Company discovers the location of the Pipeline is not as depicted in the As-Built Drawings, that Party shall immediately notify the other Party of the error. Except in the event of an Emergency, no equipment will be allowed to work over the Pipeline, unless approved by Company's representative. Excavators must work/dig parallel to the Pipeline, and the buckets must have barred teeth. Any excavation within eighteen (18) inches plus half the diameter of the Pipeline will be done by hand; however, no mechanical excavation should ever be performed less than two (2) feet from the Pipeline. No medium to large vibratory compaction equipment is allowed within minimum ten (10) feet from the pipeline, only walk-behind vibratory rollers/compactors are allowed. City's crossing(s) will

be as close to ninety (90) degrees as possible to the Pipeline, but not less than forty-five (45) degrees. Company will require physical verification of Pipeline depth of cover and alignment, at City's expense, prior to work being performed near the Pipeline. The method of physical verification, whether hydro-excavation or other means, shall be coordinated and approved by Company's field representative. If the Pipeline is not at the anticipated alignment or depth, City shall have no obligation to adjust the Encroachment.

6. Underground Pipelines and Utilities: Paragraph 7 of the Encroachment Agreement, as applicable to the Improvements, is hereby amended to read as follows:

In the event City replaces the eight (8) inch water line depicted in **Exhibit A** attached to this Agreement, City will install the eight (8) inch water line via open cut in such a way that a minimum vertical separation of five (5) feet between the top of the Pipeline and the bottom of City's eight (8) inch water line is maintained. In the event City replaces the eight (8) inch wastewater line depicted in **Exhibit A** to this Agreement, City will install the eight (8) inch wastewater line via open cut in such a way that a minimum vertical separation of two and one-half (2.5) feet between the bottom of the Pipeline and the top of City's eight (8) inch wastewater line is maintained.

7. Heavy Equipment: Paragraph 8 of the Encroachment Agreement, as applicable to the Improvements, is hereby amended to read as follows:

Except in the event of an Emergency, Company will require a **minimum of 72 hours written notice** prior to crossing the Pipeline with heavy equipment. Wherever City will cross the Pipeline and/or Easement with heavy equipment, City will place matting or other suitable material over the Pipeline and/or Easement as determined by Company's field representative.

8. Excavated Material: Paragraph 9 of the Encroachment Agreement is hereby amended to read as follows:

City agrees to clean up and repair all damages to the Easement resulting from City work on or across the Easement and to restore the Easement as close as reasonably practicable to the condition prior to any work undertaken by the City. Any fill material shall be free of organics, roots, metals, rocks, and other foreign debris.

9. No Interference: Paragraph 11 of the Encroachment Agreement, as applicable to the Improvements, is hereby amended to read as follows:

City shall at all times conduct all of its activities within the Easement in such a manner as not to significantly interfere with or impede in any manner whatsoever the operation of the Facilities and any related activities of Company. If

at any time Company, in its sole discretion, determines that the safety, operation, or maintenance of the Facilities is adversely affected or impeded by the Improvements, Company shall immediately notify City, and City shall promptly take any and all necessary action to protect the Easement and Facilities from such adverse condition. If City fails to take corrective action within a commercially reasonable period of time, Company has the right to remove all or portions of the Improvements as necessary to protect the Easement and Facilities, and City shall pay for the cost of removing and be responsible for replacing or reinstalling such removed portion of the Improvements and the costs thereof. Company shall not be responsible for any loss, damage, or replacement to the Improvements or any associated equipment and facilities that exist within the Easement that may result from Company's exercising its rights under this Section; and City releases Company from all costs, losses, or damages directly or indirectly arising from Company's removal of any portion of the Improvements in accordance herewith.

10. Indemnification by Landowner: Company hereby acknowledges that the Partial Assignment EXCLUDES the assignment of any duties or obligations of Landowner to defend, indemnify, or hold harmless any of the Indemnified Parties (as defined in the Encroachment Agreement) and hereby agrees to look to Landowner, or its successors or assigns (the "Landowner Parties"), for such duty or obligation to defend, indemnify, or hold harmless Company or any of the Indemnified Parties from and against any and all Claims for bodily or personal injury, in accordance with the Encroachment Agreements._ In no event shall the obligations of the Landowner Parties in this Section of the Encroachment Agreement (as amended) be extinguished, cancelled or terminated without the express written consent of Company.

11. Reimbursement: Paragraph 13 of the Encroachment Agreement, as applicable to the Improvements, is hereby amended to read as follows:

If at any time the existence, construction, operation, maintenance, relocation, or removal of the Improvements causes Company to incur any cost that in any manner relates to Company's operation, maintenance, removal, repair, replacement, protection, modification, construction, alteration, relocation, changing the size of, addition to and/or inspection of the Facilities or Easement (individually and collectively, "Easement Operations"), or the cleanup or handling of any spills of petroleum products, City agrees to reimburse Company for any and all such costs that would not have been incurred but for the existence of the Improvements. Any sums claimed by the Company under this Agreement shall be submitted to the City for review, along with all documentation identifying which cost would and would not have been incurred by the Company but for the existence of the Improvements. Any sums the City is required to pay or reimburse under this agreement shall be due no less than the 60th day after Company makes written request to City for same.

12. Removal. Paragraph 15 of the Encroachment Agreement is hereby deleted and shall have no force and effect as applied to the City and/or the Improvements.

13. No Additional Improvements: Paragraph 17 of the Encroachment Agreement, as applicable to the Improvements, is hereby amended to read as follows:

Except for the Improvements, City will not at any time erect, construct, or create any additional buildings, improvements, structures, or obstructions of any kind on, above, or below the surface of the Easement, or change the grade thereof, or cause or permit these things to be done by others, other than temporary improvements or structures necessary in the event of an Emergency, without the express prior written consent of Company, which consent may be withheld in Company's sole discretion. No structures or improvements, including, but not limited to, fences, water wells, septic systems, utility poles, light poles, buildings, houses, barns, garages, patios, swimming pools, or concrete or asphalt slabs, are permitted on the Easement. This Agreement provides only for the Improvements, and any and all future encroachments require Company's prior review and written consent, other than temporary improvements or structures necessary in the event of an Emergency.

14. Termination: Paragraph 18 of the Encroachment Agreement, as applicable to the Improvements, is hereby amended to read as follows:

If City is in breach of any terms or conditions set forth in this Agreement, Company, at its option, may terminate this Agreement upon one-hundred eighty days' (180) days written notice to City and Landowner unless such breach has been cured prior to the expiration of such one-hundred eighty- (180-) day period. In the event of such termination, at the expiration of the one hundred eighty- (180-) day period, Company may, at its option, remove the Improvements at its own expense. The failure by Company to exercise this termination option as to any particular breach shall not constitute a waiver of Company's future right to exercise this termination option as to the same or any future breach.

15. Legal Costs. Paragraph 19 of the Encroachment Agreement is hereby deleted and shall have no force and effect as applied to the City and/or the Improvements.

16. Governance and Venue: Paragraph 21 of the Encroachment Agreement, as applicable to the Improvements, is hereby amended to read as follows:

This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of Texas, without regard to any of its principles of conflicts of laws that would make applicable the laws of any other jurisdiction. **EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING RELATED TO THIS AGREEMENT.**

17. Governance and Venue. This Amendment shall be governed by, and interpreted and construed in accordance with, the laws of the State of Texas, without regard to any of its

principles of conflicts of laws that would make applicable the laws of any other jurisdiction. **EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING RELATED TO THIS AMENDMENT.**

18. Construction: If any term, covenant or condition of this Amendment is deemed invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other terms, covenants or conditions of this Amendment shall remain in full force and effect. Upon such determination, the parties shall negotiate in good faith to modify this Amendment so as to give effect to the original intent of the parties, as closely as possible and in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the maximum extent possible.

19. Amendment: This Amendment shall not be amended or modified in any manner, including the conduct of the parties, except by written instrument duly signed by Company and City or their respective heirs, successors or assigns.

20. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the Company and City and their respective heirs, legal representatives, successors and assigns.

21. Entire Agreement: This Amendment, including any exhibits hereto, constitute the entire agreement between Company and City with respect to the Improvements and supersedes and replaces any prior agreement, whether written or oral, between the Parties with respect thereto.

22. Counterparts: This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Amendment by signing any such counterpart. Delivery of an executed copy of this Amendment by facsimile, e-mail or other electronic means shall be effective as delivery of an original executed counterpart of this Agreement and shall be binding on the parties hereto and thereto. Any party delivering an executed counterpart of this Amendment by electronic means shall also physically deliver original executed counterparts of this Amendment in the manner and quantity as requested by Company or Company's counsel, but the failure to physically deliver such original executed counterparts shall not affect the validity, enforceability, and binding effect of this Amendment.

23. Notices: Any notice required by or permitted under this Amendment must be in writing. Any such notice will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in the opening paragraph of this Amendment. Notice may also be given by regular mail, personal delivery, courier delivery, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered to the other parties as provided herein.

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SIGNATURES CONTAINED ON NEXT PAGE

IN WITNESS WHEREOF, we have hereunto set our hands on the day and year below.

(COMPANY)

WHITETHORN PIPELINE COMPANY LLC

By: _____

John F. Sanchez

Agent and Attorney-in-Fact

Date: _____

(CITY)

CITY OF GEORGETOWN, TEXAS

By: _____

Josh Schroeder, Mayor

Date: _____

Approved as to Form:

By: _____

Skye Masson, City Attorney

ACKNOWLEDGEMENTS

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this ____ day of _____, 20__, by John F. Sanchez, Agent and Attorney-in-Fact for Whitethorn Pipeline Company LLC, on behalf of such limited liability company as authorized by its Board of Directors.

(seal) _____
Notary Public

My Commission Expires: _____

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this ____ day of _____, 20__, by _____, as _____ of _____, on behalf of such _____.

(seal) _____
Notary Public

My Commission Expires: _____

Prepared By/Return To:

City of Georgetown
Attn: Real Estate Services
P.O. Box 409
Georgetown, TX 78627

EXHIBIT C

ENCROACHMENT AGREEMENT

STATE OF TEXAS §
 §
 COUNTY OF WILLIAMSON §

This Encroachment Agreement ("Agreement") is made and entered into by and between WHITETHORN PIPELINE COMPANY LLC (hereinafter referred to as "Company") whose mailing address is c/o Land Department, P.O. Box 4324, Houston, Texas 77210-4324 and physical address is c/o Land Department, 9420 W. Sam Houston Parkway N., Houston, Texas 77064-6317, and CHESMAR HOMES, LLC (hereinafter referred to as "Landowner"), whose address is 3600 W. Parmer Ste. 160, Austin, Texas 78727, upon the following terms and conditions:

WITNESSETH:

WHEREAS, Landowner owns certain tracts of land located in Williamson County, Texas and more particularly described as follows:

A 24.958 acre tract of land in the Isaac Donagan Survey, Abstract No. 178 in Williamson County, Texas and a 6.720 acre tract of land in the Isaac Donagan Survey, Abstract No. 178 in Williamson County, Texas more particularly described in that certain Special Warranty Deed from ABG Water Oak Partner, Ltd. to Chesmar Homes, LLC dated March 3, 2020, and recorded as Document Number 2020022090 in the Records of Williamson County, Texas (the "Property");

WHEREAS, Company holds a certain right of way and easement upon, over, under and through the Property, more particularly described in that certain Permanent Easement Agreement from Water Oak at San Gabriel Homeowner's Association, Inc. to Enterprise Crude Pipeline LLC dated January 21, 2016 and recorded as Document Number 2016010602 in the Records of Williamson County, Texas (the "Easement");

WHEREAS, Company owns and operates a pipeline that is located within the Easement and commonly known as line C129, Midland to Sealy pipeline (the "Pipeline"; the Pipeline together with any related valves, meters, equipment, and other appurtenances, collectively the "Facilities") that runs through the Property pursuant to the Easement;

WHEREAS, Landowner desires to construct streets (Parkside Parkway, Leaning Oak Lane, Bermuda Drive, walking trail and private driveway), two (2) forty-eight inch (48") RCP, an eighteen inch (18") RCP storm sewer, two (2) thirty inch (30") RCP, an eight inch (8") PVC wastewater line, an eight inch (8") PVC water line in eighteen inch (18") steel pipe casing and proposed lighting and conduits, as shown on the plans dated February 25, 2021 and attached hereto as Exhibit A over/under/across the Pipeline, which will encroach on the Easement (the "Encroachment");

WHEREAS, Landowner desires to obtain Company's consent to encroach on the Easement and Facilities; and

WHEREAS, Company, subject to the terms and conditions hereinafter stated, is willing to permit the Encroachment.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company hereby agrees to accommodate the Encroachment, subject to the following terms and conditions, and Company and Landowner hereby agree as follows:

1. Recitals: The foregoing Recitals are hereby incorporated into and made part of this Agreement.

2. Assumption of Risk: Landowner assumes all risks for damages, injuries, or loss to either property or persons, which may be incurred by Landowner or its agents, invitees, guests, or licensees present on, or in the vicinity of, the Easement and in any way associated with the Encroachment. Any maintenance or improvements to or repairs of the Encroachment that may become necessary shall be the sole responsibility, and performed at the sole cost and expense, of Landowner. Landowner shall keep all portions of the Encroachment in good repair.

3. Construction Parameters: Construction activity of any kind, including, but not limited to, equipment movement, materials storage, boring, and digging that take place within the Easement will require 48 hours (two working days) prior notice to Texas One-Call at 811. A Company representative must be present during any of the aforementioned construction activities and Landowner acknowledges that Company's representative shall have full authority to stop any of Landowner's excavation or construction related activities within the Easement if Company's representative, in his/her sole discretion, believes Landowner's activities could result in damage to the Facilities or pose a threat to the environment or public safety. The presence of Company's representative will not relieve Landowner of any liability under this Agreement.

4. The following language must be conspicuously displayed on all drawings depicting the Pipeline(s):

WARNING!

HIGH PRESSURE PIPELINE(S)

Excavation and/or Construction Prohibited without Prior Written Permission From
Whitethorn Pipeline Company LLC

5. Construction Parameters (continued): No equipment will be allowed to work over the Pipeline, unless approved by Company's representative. Excavators must work/dig parallel to the Pipeline, and the buckets must have barred teeth. Any excavation within eighteen (18) inches plus half the diameter of the Pipeline will be done by hand; however, no mechanical excavation should ever be performed less than two (2) feet from the Pipeline. No medium to

large vibratory compaction equipment is allowed within minimum ten (10) feet from the Pipeline, only walk-behind vibratory rollers/compactors are allowed. Landowner's crossing(s) will be as close to ninety (90) degrees as possible to the Pipeline, but not less than forty-five (45) degrees. Company will require physical verification of Pipeline depth of cover and alignment, at Landowner's expense, prior to work being performed near the Pipeline. The method of physical verification, whether hydro-excavation or other means, shall be coordinated and approved by Company's field representative. If the Pipeline is not at the anticipated alignment or depth, Landowner shall adjust the Encroachment accordingly at no expense to Company. A minimum of three and one-half (3.5) feet of cover must be maintained over the Pipeline.

6. Street Crossings, Driveways, and other Paved Areas: Landowner's aforementioned roadway crossing(s) will be installed in such a way that a minimum vertical separation of four (4) feet is maintained between the top of the Pipeline and the top of the paved surface(s). Landowner will maintain a minimum vertical separation of three (3) feet between the top of the Pipeline and the bottom of any ditches or walking paths. Landowner shall be responsible for all future damage to the Parkside Parkway, Leaning Oak Lane, Bermuda Drive, private driveway as well as the gravel walking path including replacement or restoration in the event that Company, or its designee, must access the Pipeline and/or associated Easement to perform routine or emergency maintenance. Placement of gravel for walking path shall not impede natural overland storm water sheet flow and shall allow for positive drainage sheet flow across Easement and no ponding of storm water. In addition, ease of access should be considered when the need arises to traverse along the Easement across the gravel walking path or roadways.

7. Underground Pipelines and Utilities: Landowner will install the aforementioned two (2) forty-eight (48) inch RCP storm sewer, via trenchless construction, across and under the Pipeline in such a way that a minimum vertical separation of thirty-six (36) inches between the bottom of the Pipeline and the top of Landowner's two (2) forty-eight (48) inch RCP storm sewer is maintained. Landowner will install the aforementioned eighteen (18) inch RCP storm sewer, via trenchless construction, across and under the Pipeline in such a way that a minimum vertical separation of thirty-six (36) inches between the bottom of the Pipeline and the top of Landowner's eighteen (18) inch RCP storm sewer is maintained. Landowner will install the aforementioned two (2) thirty (30) inch RCP, via open excavation, across and above the Pipeline in such a way that a minimum vertical separation of forty-eight (48) inches between the top of the Pipeline and the bottom of Landowner's two (2) thirty (30) inch RCP is maintained. Landowner will install the aforementioned eight (8) inch PVC wastewater line, via trenchless construction, across and under the Pipeline in such a way that a minimum vertical separation of thirty-six (36) inches between the bottom of the Pipeline and the top of Landowner's eight (8) inch PVC wastewater line is maintained. Landowner will install the aforementioned eight (8) inch PVC water line, via trenchless construction, across and under the Pipeline in such a way that a minimum vertical separation of thirty-six (36) inches between the bottom of the Pipeline and the top of Landowner's eight (8) inch PVC water line is maintained. Landowner shall include adequate inspection potholes minimum thirty-six (36) inches below

the Pipeline to ensure pilot drill is below the Pipeline, location of inspection potholes should be at the discretion of the Company's representative. All bore pits should be outside the Easement. Landowner should evaluate the stipulations provided and adjust accordingly at no expense to Company or its affiliates if the stipulations provided present safety and/or environmental concerns. Landowner will install the aforementioned electrical cable(s) across and below the Pipeline in such a way that a minimum vertical separation of thirty-six (36) inches is maintained between the bottom of the Pipeline and the top of electrical cable(s). Landowner shall provide and install Buried Cable Marker to alert employees and contractors to the presence of buried electric and fiber optic cables. The marker shall be with bright graphics and bold lettering that indicates the presence of underground cables and urge diggers to call 811 or a custom number before digging. Buried electrical cables shall be installed in a rigid non-metallic conduit in accordance applicable national electric codes.

8. Heavy Equipment: Company will require a **minimum of 72 hours written notice** prior to crossing the Pipeline with heavy equipment. Wherever Landowner will cross the Pipeline and/or Easement with heavy equipment, Landowner will place eight (8) inch thick timber matting or other suitable material over the Pipeline and/or Easement as determined by Company's field representative.

9. Excavated Material: Excavated material will not be placed over the Pipeline. Landowner agrees to clean up and repair all damages to the Easement resulting from the work on or across the Easement. Any and all damage repairs and cleanup of the Easement will be subject to Company's acceptance.

10. Landscaping: Large landscaping is not permitted on the Easement, including, but not limited to, trees, shrubs, and large landscaping with a mature untrimmed height greater than eighteen (18) inches. Company reserves the right to trim canopy of any trees or other vegetation adjacent to the Easement to prevent overhang onto the Easement.

11. No Interference: Landowner shall at all times conduct all of its activities within the Easement in such a manner as not to interfere with or impede in any manner whatsoever the operation of the Facilities and any related activities of Company. If at any time Company, in its sole discretion, determines that the safety, operation, or maintenance of the Facilities is adversely affected by the Encroachment, Company may take any and all necessary action to protect the Easement and Facilities from such adverse condition. In accordance with Section 15, Landowner shall promptly reimburse Company for its reasonable costs incurred in protecting or modifying the Facilities from, or to eliminate, such adverse condition.

12. INDEMNIFICATION

(A) GENERAL INDEMNITY: EXCEPT WITH RESPECT TO CLAIMS RELATING TO BODILY INJURY OR DEATH OF AN EMPLOYEE (AS DEFINED IN PARAGRAPH (B) BELOW), LANDOWNER AGREES TO AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS (COLLECTIVELY "INDEMNIFY") COMPANY, ITS AFFILIATES, PARTNERS, MEMBERS, DIRECTORS, OFFICERS, AGENTS, CONTRACTORS AND EMPLOYEES (COLLECTIVELY THE "INDEMNIFIED PARTIES") OR

INDIVIDUALLY AN “INDEMNIFIED PARTY”) FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, INJURIES, JUDGMENTS, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING, BUT NOT LIMITED TO, ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEY’S FEES (COLLECTIVELY “CLAIMS”), FOR BODILY OR PERSONAL INJURIES, INCLUDING, BUT NOT LIMITED TO, DEATH, TO ANY PERSON OR DAMAGES TO OR DESTRUCTION OF PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE LOSS OF USE THEREOF, ACTUALLY OR ALLEGEDLY CAUSED BY, CONTRIBUTED TO OR ARISING OUT OF, IN WHOLE OR IN PART, THE ENCROACHMENT, THE CONSTRUCTION OF THE ENCROACHMENT, OR THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, CLAIMS CAUSED BY, CONTRIBUTED TO OR ARISING OUT OF, IN WHOLE OR IN PART, THE NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF WARRANTY, BREACH OF CONTRACT, VIOLATION OF ANY STATUTE, RULE OR REGULATION OR OTHER ACT OR OMISSION BY LANDOWNER OR ITS RESPECTIVE AGENTS, CONTRACTORS OR EMPLOYEES, OR ANY OTHER PARTY FOR WHOSE ACTS LANDOWNER IS LIABLE (EACH A “LANDOWNER PARTY”). LANDOWNER’S OBLIGATION TO INDEMNIFY SHALL APPLY EVEN IF SUCH CLAIMS ARE ACTUALLY OR ALLEGEDLY CAUSED IN PART BY THE STRICT LIABILITY OR THE ACTS, OMISSIONS, OR NEGLIGENCE OF AN INDEMNIFIED PARTY, EVEN IF SUCH NEGLIGENCE OR OTHER ACTS OR OMISSIONS ARE ACTIVE OR PASSIVE, DIRECT OR INDIRECT, SOLE OR CONCURRENT. THIS PARAGRAPH (A) IS INTENDED TO INDEMNIFY THE INDEMNIFIED PARTIES FROM THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, AS PROVIDED ABOVE; BUT THE INDEMNIFIED PARTIES SHALL NOT BE ENTITLED TO INDEMNIFICATION UNDER THIS PARAGRAPH (A) FOR ANY CLAIMS TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNIFIED PARTY. NOTWITHSTANDING THE FOREGOING, IF SUBCHAPTER C OF CHAPTER 151 OF THE TEXAS INSURANCE CODE APPLIES TO THIS AGREEMENT, THIS INDEMNITY PROVISION SHALL NOT APPLY TO THE EXTENT THAT IT REQUIRES LANDOWNER TO INDEMNIFY AN INDEMNIFIED PARTY AGAINST A CLAIM CAUSED BY THE NEGLIGENCE OR FAULT, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE, OR THE BREACH OF CONTRACT OF THE INDEMNIFIED PARTY, ITS AGENT OR EMPLOYEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF THE INDEMNIFIED PARTY, OTHER THAN LANDOWNER OR ITS AGENTS, EMPLOYEES OR CONTRACTORS OF ANY TIER.

(B) INDEMNITY FOR EMPLOYEE CLAIMS: LANDOWNER AGREES TO AND SHALL INDEMNIFY THE INDEMNIFIED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS FOR BODILY INJURY OR DEATH OF ANY EMPLOYEE OF (i) LANDOWNER, (ii) ANY OTHER LANDOWNER PARTY OR (iii) THEIR RESPECTIVE AGENTS (COLLECTIVELY “EMPLOYEE” FOR THE PURPOSE OF THIS SECTION), ACTUALLY OR ALLEGEDLY CAUSED BY, CONTRIBUTED TO OR ARISING OUT OF, IN WHOLE OR IN PART, THE ENCROACHMENT THE CONSTRUCTION OF THE ENCROACHMENT, OR THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, CLAIMS DUE TO NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF WARRANTY, BREACH OF CONTRACT, VIOLATION OF ANY STATUTE, RULE OR REGULATION OR OTHER ACT OR OMISSION BY ANY LANDOWNER PARTY OR EMPLOYEE. LANDOWNER’S OBLIGATION TO INDEMNIFY SHALL APPLY EVEN IF SUCH CLAIMS ARE ACTUALLY OR ALLEGEDLY CAUSED IN WHOLE OR IN PART BY THE STRICT LIABILITY OR THE ACTS, OMISSIONS, OR NEGLIGENCE OF AN INDEMNIFIED PARTY REGARDLESS OF WHETHER SUCH NEGLIGENCE OR OTHER ACTS OR OMISSIONS ARE

ACTIVE OR PASSIVE, DIRECT OR INDIRECT, SOLE OR CONCURRENT. THIS PARAGRAPH (B) IS INTENDED TO INDEMNIFY THE INDEMNIFIED PARTIES FROM THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, AS PROVIDED ABOVE.

13. Reimbursement: If at any time the existence, construction, operation, maintenance, relocation, or removal of the Encroachment causes Company to incur any cost that in any manner relates to Company's operation, maintenance, removal, repair, replacement, protection, modification, construction, alteration, relocation, changing the size of, addition to and/or inspection of the Facilities or Easement, or the cleanup or handling of any spills of petroleum products (individually and collectively, "Easement Operations"), Landowner agrees to reimburse Company for any and all such costs that would not have been incurred but for the existence of the Encroachment. Landowner hereby releases Company from and agrees that Company will not be held liable for any damages to the Encroachment arising from Easement Operations. Any sums Landowner is required to pay or reimburse to Company under this Agreement shall accrue interest at the lesser of the maximum legal rate or 18% per annum, beginning the 30th day after Company makes written demand to Landowner for same, until paid in full.

14. Insurance: Landowner shall maintain (and require its contractors to maintain, during the course of work on the Encroachment) insurance of the type, in the amount and under the terms set forth in Exhibit B attached hereto and made a part thereof. Certificates of Insurance on all policies shall be furnished to Company prior to (but not more than 30 days prior to) the time work on the Encroachment is commenced. Company shall be entitled to request and receive copies of all applicable policies and endorsements.

15. Removal: Company has the right to remove all or portions of the Encroachment as necessary in Company's discretion in its exercise of the rights granted to it under the Easement. Should Company need to remove any portion of the Encroachment within the Easement in order to conduct Easement Operations, Landowner shall pay for the cost of removing and be responsible for replacing or reinstalling such removed portion of the Encroachment and the costs thereof. Company shall not be responsible for any loss, damage, or replacement to the Encroachment or any associated equipment and facilities that exist within the Easement; and Landowner releases Company from all costs, losses, or damages directly or indirectly arising from Company's removal of any portion of the Encroachment.

16. No Waiver: The existence of the Encroachment does not constitute a waiver of Company's express rights under the Easement or any other rights which Company may have express or implied by law or equity.

17. No Additional Improvements: Except for the Encroachment, Landowner will not at any time erect, construct, or create any additional buildings, improvements, structures, or obstructions of any kind on, above, or below the surface of the Easement, or change the grade thereof, or cause or permit these things to be done by others, without the express prior written consent of Company, which consent may be withheld in Company's sole discretion. No structures or improvements, including, but not limited to, fences, water wells, septic systems,

utility poles, light poles, buildings, houses, barns, garages, patios, swimming pools, or concrete or asphalt slabs, are permitted on the Easement. This Agreement provides only for the Encroachment, and any and all future encroachments require Company's prior review and written consent.

18. Termination: If Landowner is in breach of any terms or conditions set forth in this Agreement, Company, at its option, may terminate this Agreement upon ten (10) days written notice to Landowner unless such breach has been cured prior to the expiration of such ten (10) day period. In the event of such termination, Landowner shall immediately remove all of the Encroachment situated on the Easement, or if Landowner fails to remove all of the Encroachment, Company may, at its option, remove the Encroachment at Landowner's cost and expense and without any liability whatsoever. The failure by Company to exercise this termination option as to any particular breach shall not constitute a waiver of Company's future right to exercise this termination option as to the same or any future breach.

19. Legal Costs: In the event that Landowner breaches any of the terms, covenants, or provisions of this Agreement, and Company retains counsel and/or commences litigation to enforce any provisions of this Agreement and prevails, the cost of attorneys' fees and the attendant costs and expenses will be payable to Company by Landowner upon demand.

20. Runs with the Land: The terms, covenants and conditions of this Agreement constitute covenants running with the land and shall be binding upon and inure to the benefit of Company and Landowner, their heirs, legal representatives, successors and assigns.

21. Governance and Venue: This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of Texas, without regard to any of its principles of conflicts of laws that would make applicable the laws of any other jurisdiction. Exclusive venue for any suit, action, or proceeding brought by either party in connection with this Agreement shall be in the state and federal courts located in Harris County, Texas. The parties each hereby irrevocably and unconditionally waive, to the fullest extent they may legally and effectively do so, any objection they may now or hereafter have to the laying of venue of any suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby in the state and federal courts situated in Harris County, Texas. **EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING RELATED TO THIS AGREEMENT.**

22. Construction: If any term, covenant or condition of this Agreement is deemed invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other terms, covenants or conditions of this Agreement shall remain in full force and effect. Upon such determination, the parties shall negotiate in good faith to modify this Agreement so as to give effect to the original intent of the parties, as closely as possible and in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the maximum extent possible.

23. Amendment: This Agreement shall not be amended or modified in any manner, including the conduct of the parties, except by written instrument duly signed by Company and Landowner or their respective heirs, successors or assigns.

24. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Company and Landowner and their respective heirs, legal representatives, successors and assigns.

25. Entire Agreement: This Agreement, including any exhibits hereto, constitute the entire agreement between Company and Landowner with respect to the Encroachment and supersedes and replaces any prior agreement, whether written or oral, between the Parties with respect thereto.

26. Counterparts: This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart. [Delivery of an executed copy of this Agreement by facsimile, e-mail or other electronic means shall be effective as delivery of an original executed counterpart of this Agreement and shall be binding on the parties hereto and thereto. Any party delivering an executed counterpart of this Agreement by electronic means shall also physically deliver original executed counterparts of this Agreement in the manner and quantity as requested by Company or Company's counsel, but the failure to physically deliver such original executed counterparts shall not affect the validity, enforceability, and binding effect of this Agreement.]

27. Notices: Any notice required by or permitted under this Agreement must be in writing. Any such notice will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in the opening paragraph of this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered to the other parties as provided herein.

REMAINDER OF PAGE LEFT BLANK

SIGNATURES CONTAINED ON NEXT PAGE

IN WITNESS WHEREOF, we have hereunto set our hands on the day and year below.

(COMPANY)

WHITETHORN PIPELINE COMPANY LLC

By: 
Paul D. Lair

Agent and Attorney-in-Fact

Date: August 19, 2021

(LANDOWNER)

CHESMAR HOMES, LLC

By: 

Name: Adam Stockton

Title: President - Austin

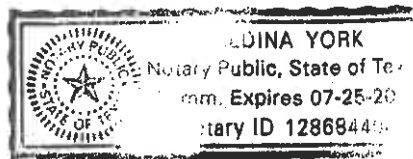
Date: 8-17-2021

ACKNOWLEDGEMENTS

STATE OF TEXAS §
COUNTY OF HARRIS §

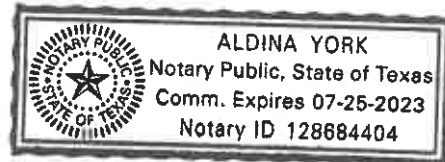
This instrument was acknowledged before me on this 19th day of AUGUST, 2021, by Paul D. Lair, Agent and Attorney-in-Fact for Whitethorn Pipeline Company LLC, on behalf of such limited liability company as authorized by its Managing Member.

(seal)



Aldina York
Notary Public

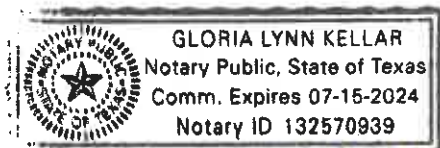
My Commission Expires: 7-25-2023



STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 17 day of AUGUST, 2021, by ADAM STOCKTON, as PRESIDENT - AUSTIN of CHOSMAR HOMES, on behalf of such LLC.

(seal)

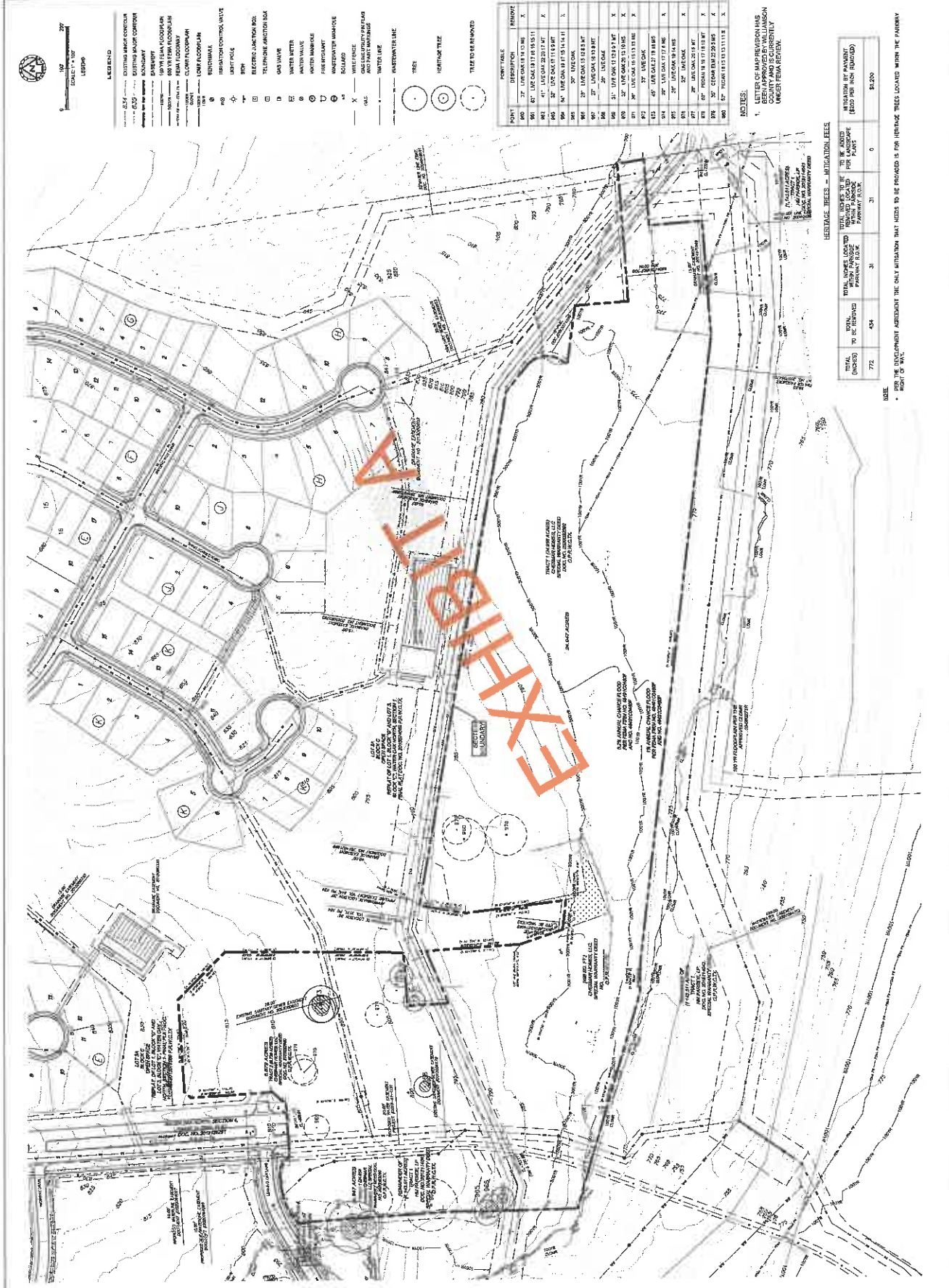


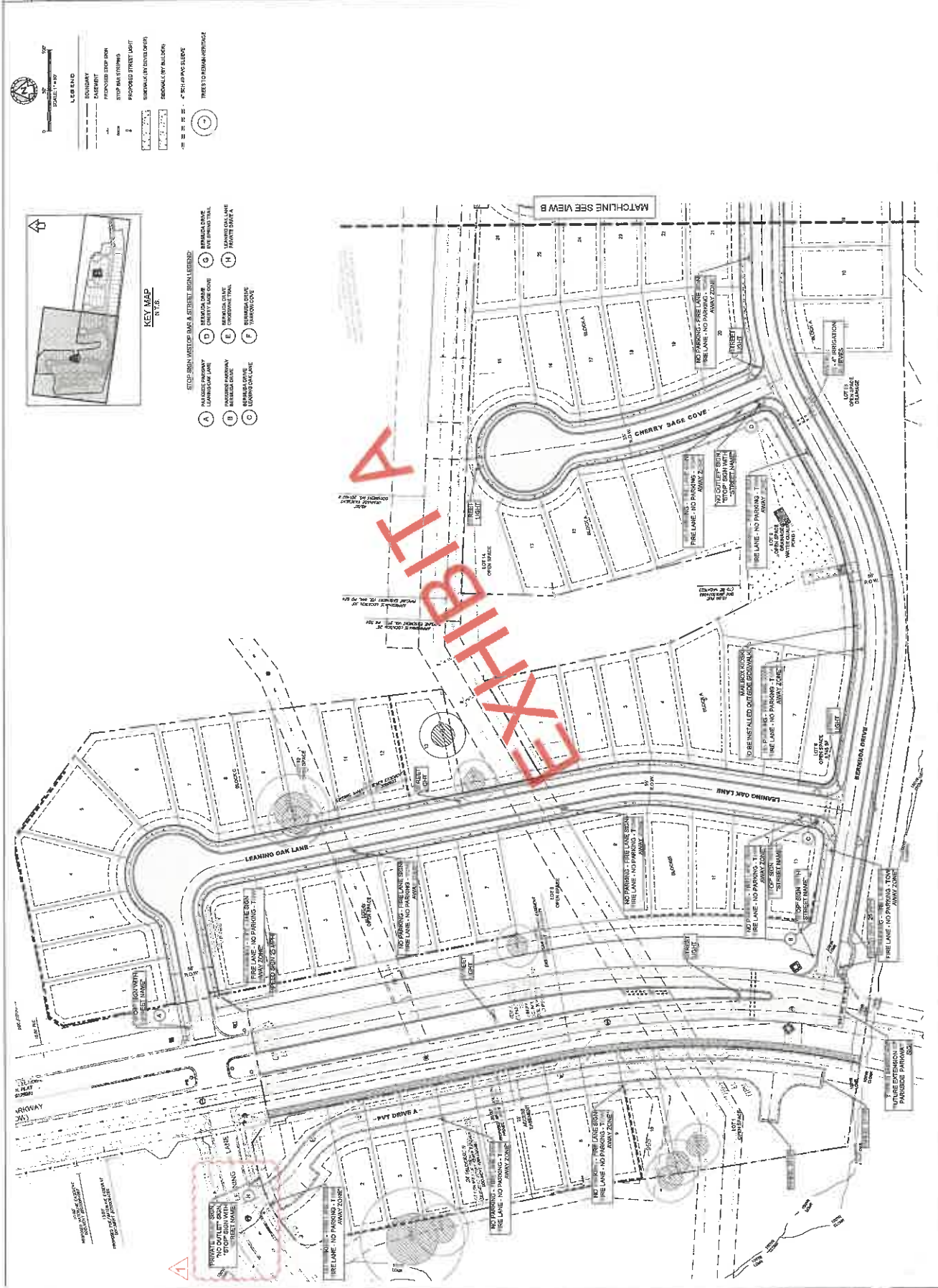
Gloria Lynn Kellar
Notary Public

My Commission Expires: 7-15-24

Prepared By/Return To:

Whitethorn Pipeline Company LLC
c/o Y.Siddiqui – Land Department
P.O. Box 4324
Houston, Texas 77210-4324





**SIGNAGE, STRIPING &
LIGHTING PLAN SHEET 2 OF 4**
WATER OAK NORTH
SECTION 6
GEORGETOWN, WILLIAMSON, TEXAS

GEORGETOWN, WILLIAMSON, TEXAS

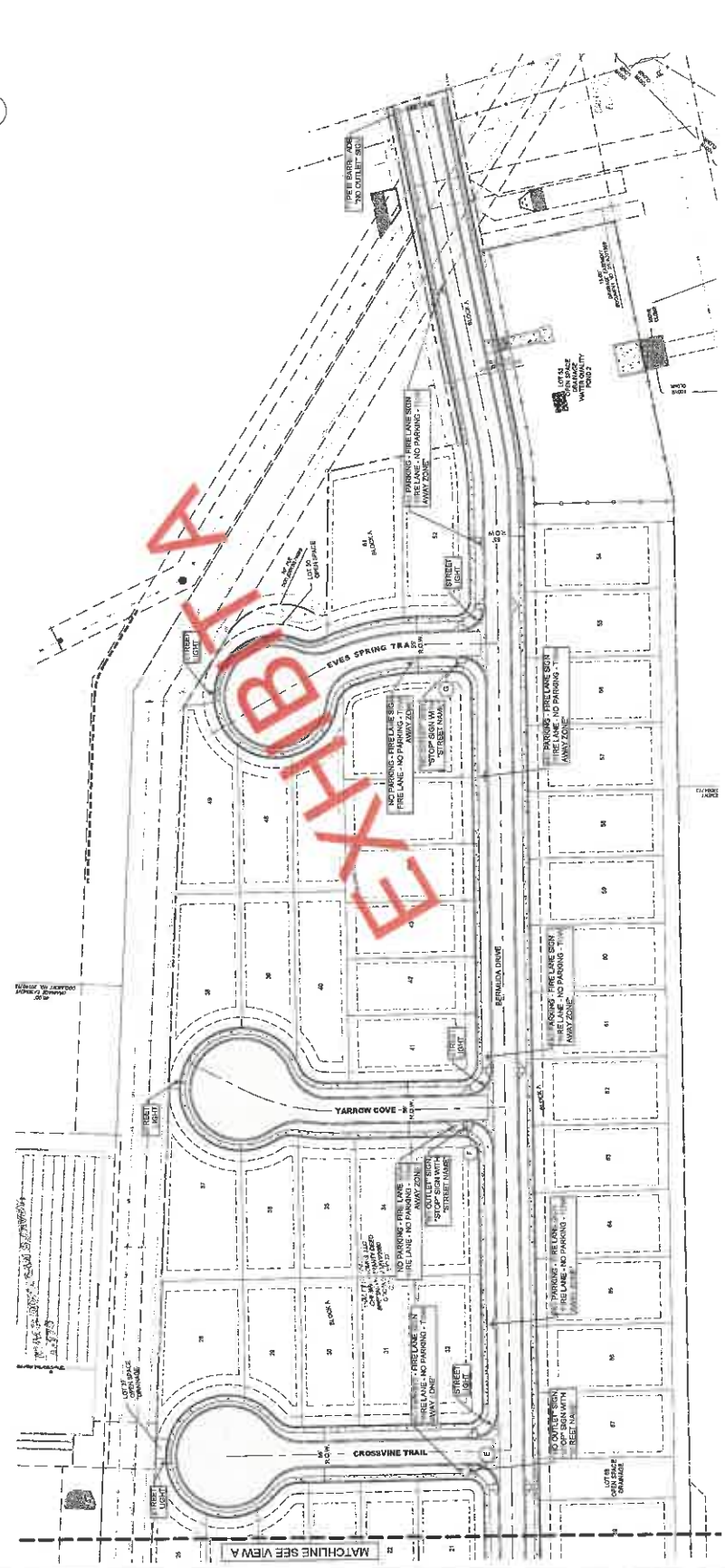
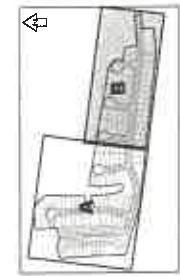
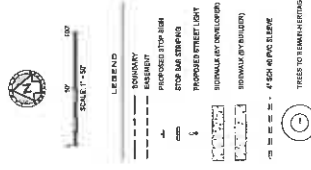
WATER OAK NORTH
SECTION 6

WATER AND SEWER



LAND DEV

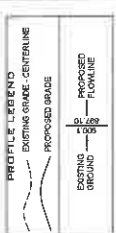
Know what's below.
Call 1-800-368-3683.

[illegible]

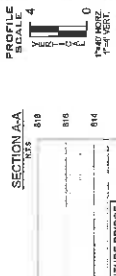


**Know what's below.
Call before you dig.**

DR 03/23/2	BY DATE
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1. CONTRACTOR SHALL REFERENCE "STRUCTURAL INVESTIGATION INVENTORY" (THIS INCLUDES RECOMMENDATIONS FOR WATER CANNON LOCATION) OF CHARTED PROFESSIONAL ENGINEER'S REPORT DATED 11/11/14 FOR ADDITIONAL INFORMATION REGARDING EXISTING FOUNDATION DETAILS.
2. CONTRACTOR SHALL REFERENCE "PIPING SURVEY DETAILS" SHEET FOR ADDITIONAL INFORMATION REGARDING EXISTING PIPING DETAILS.
3. ALL WORK SHALL BE COMPLETED TO AT LEAST 5% OF THE MAXIMUM DRY DENSITY AS DETERMINED BY TEST # 114-E, AND PER GEOTECHNICAL ENGINEERS RECOMMENDATIONS.
4. CONTRACTOR SHALL FIELD VERIFY LOCATION OF EXISTING UTILITIES PRIOR TO ANY CONSTRUCTION.
5. CONTRACTORS SHALL CONDUCT DIRECTLY WITH LOCAL UTILITY COMPANIES FOR ALL INSTALLATION OF UTILITY UTILITIES.
6. CONTRACTOR SHALL CONDUITS, STREET LIGHTING WITH PRE-EXISTING.
7. CONTRACTOR SHALL REFERENCE GRADING PLAN FOR ADDITIONAL GRADING INFORMATION.
8. CONTRACTOR SHALL BE AWARE THAT ALL UTILITIES SHALL BE INSTALLED ON THESE PLANS AND SHALL MODIFY THE DESIGN NUMBER OF ANY DISCREPANCY PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
9. CONTRACTOR SHALL VERIFY ALL MEASUREMENTS AND EXISTING CONDITIONS IMMEDIATELY FOR ANY DISCREPANCIES.
10. CONTRACTOR SHALL REFERENCE THIN CROSS SECTIONS FOR DETERMINING GRADING ELEVATION ON LEFT AND RIGHT SIDE OF STREET PAVEMENT. CONTRACTOR SHALL REFERENCE THIN CROSS SECTIONS FOR GRADING PLAN FOR ALL PROPOSED CANYONS AT INTERSECTIONS.
11. EXISTING GRADE OR A SET OF ELEVATION PROFILES REPRESENTS THE PROPOSED CENTER OF ROAD. CONTRACTOR SHALL REFERENCE GRADING PLANS FOR THE LOCATION OF EXISTING UTILITIES.
12. CONTRACTOR SHALL REFERENCE GRADING PLANS FOR ADDITIONAL GRADING INFORMATION.
13. ALL EXISTING CONDITIONS SHOWN ON PLANS SHALL BE VIEWED BY CONTRACTOR PRIOR TO CONSTRUCTION.
14. TYPICAL BRIDGE SECTION, BRIDGE SECTION BASED ON GROUND (TYP) BY LANCEY CONSULTING FROM MAY 2003.
15. ALL CATCH BASINS, CURB SIDE DRAINAGE IN FRONT OF COMMERCIAL AREAS, SHALL BE INSTALLED AT THE END OF ROADWAY CROWN CURVE, A WIDE CONCRETE SUBWALL IN FRONT OF LOTTS SHALL BE INSTALLED AT THE HOME CONTRIBUTION.
16. IN FRONT OF LOTTS SHALL BE INSTALLED AT THE HOME CONTRIBUTION.
17. HOME CONTRIBUTION CONTRACTS ARE RESPONSIBLE FOR INSURING THAT ALL SUBURBAN METEOR DRAINAGE SPECIFICATIONS.
18. REPORT THE STREET ELEVATION SHEETS FOR THE DETAIL 30' ELEVATIONS AND THE DETAIL 10' ELEVATIONS.
19. THE DETAIL 10' ELEVATIONS SHALL BE USED FOR THE DETAIL 30' ELEVATIONS AND THEREFORE DETAIL 10' ELEVATIONS SHALL BE USED FOR THE DETAIL 30' ELEVATIONS.



SECTION A-A

N.T.S.

810

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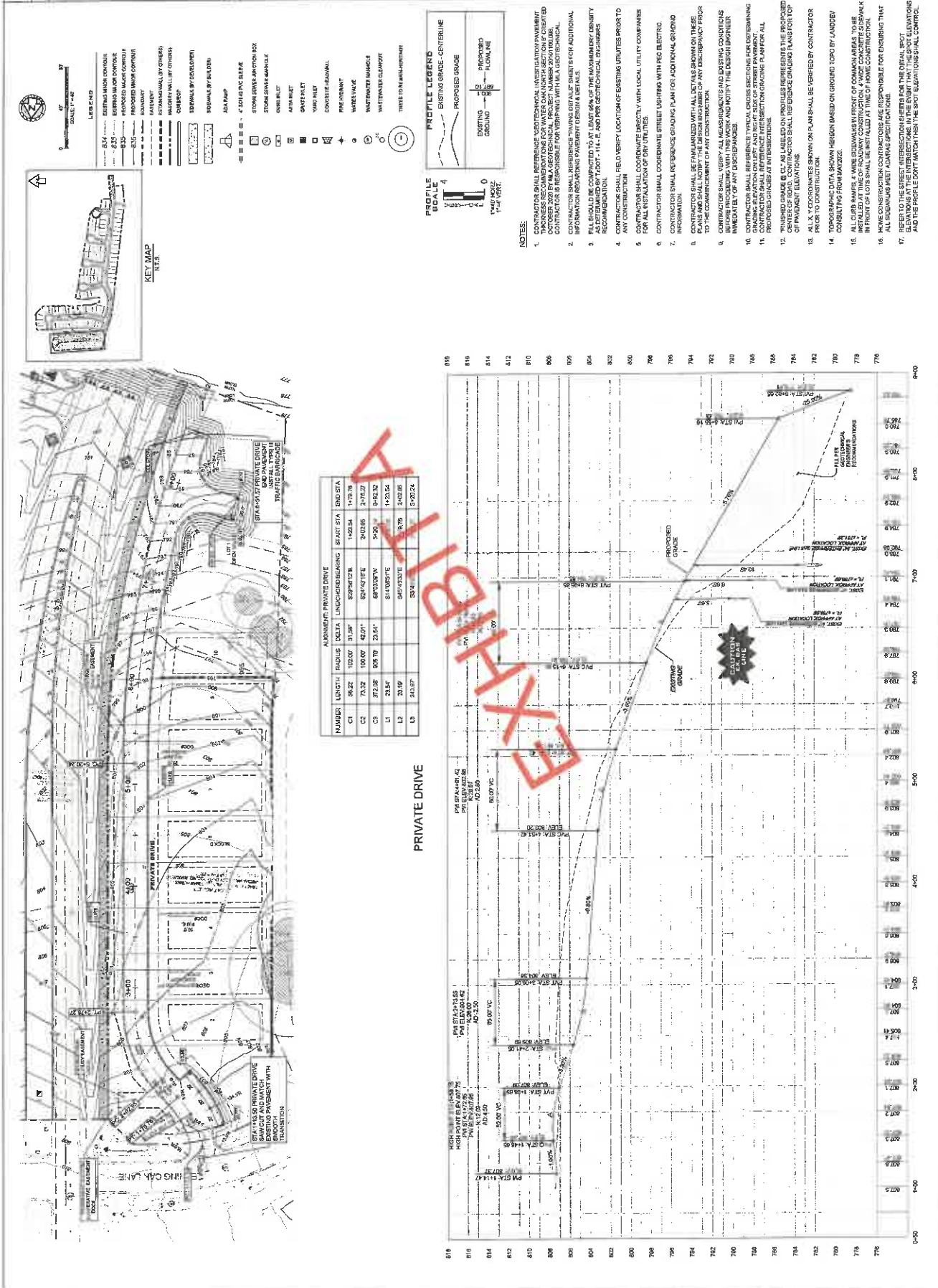
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MATERIAL - DESIGN SPEED 40 MPH
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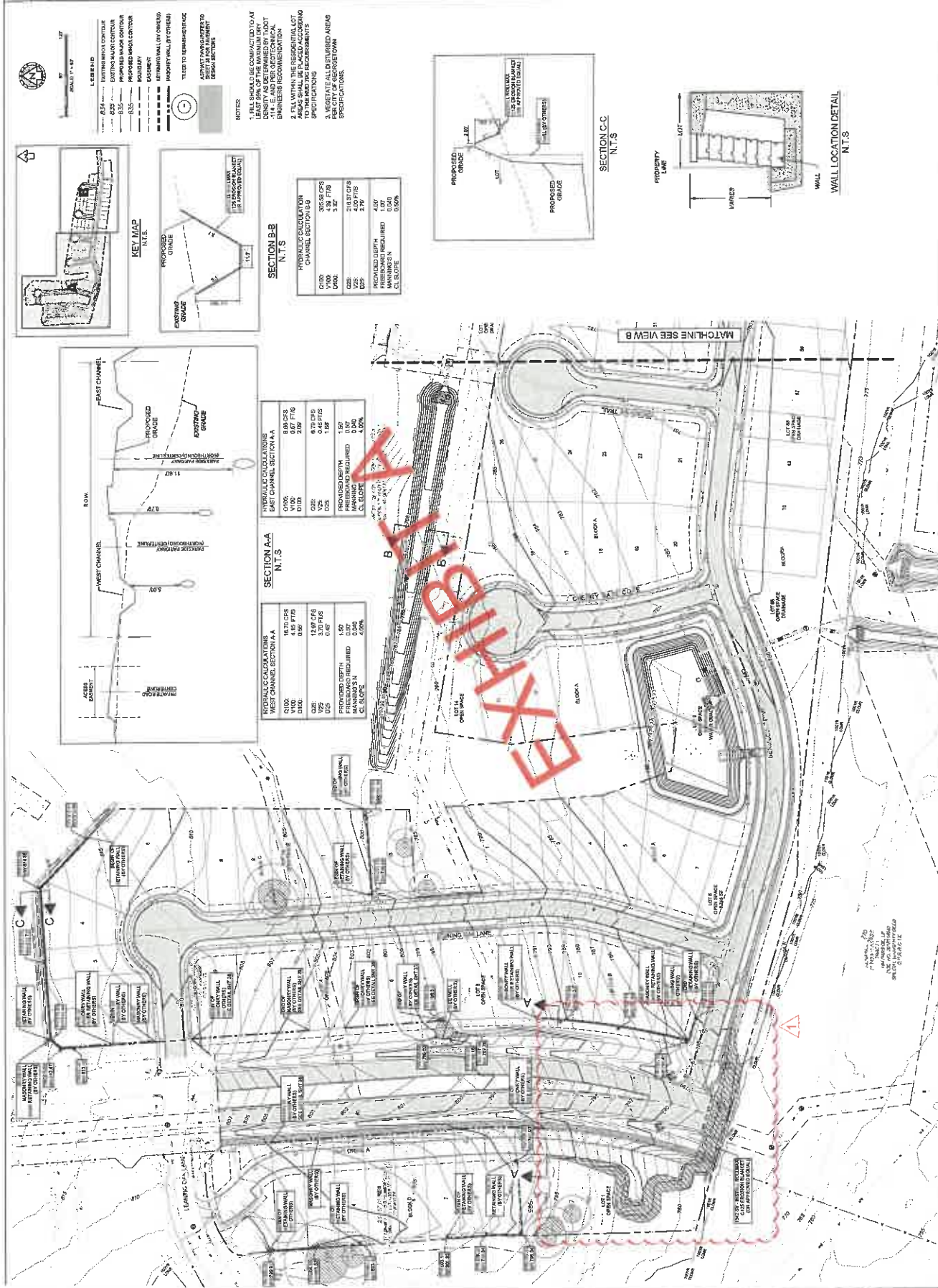
OVERALL PAVING AND
GRADING PLAN SHEET 1 OF 2
WATER OAK NORTH
SECTION 6
GEORGETOWN, WILLIAMSON, TEXAS

LAND DEV
CONSULTING, LLC
8200 NORTH MOFAD EXPY, SUITE 250
AUSTIN, TX 78758
OFFICE: 512.402.6878
FIRM NO. 16084



Now what's below.
Call before you dig.

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10/1/11	DR	PAVING PARALLEL ELEVATIONS ADJUSTED





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TO THE CITY OF CHICAGO, I HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE RECORDS OF THE CITY OF CHICAGO, AS THE SAME APPEAR IN THE OFFICE OF THE CLERK OF THE BOARD OF SUPERVISORS, CHICAGO, ILLINOIS.

MO
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TYPE

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 5. FOR J. W. WOOD
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Map showing the area around the Port of Los Angeles, including the Harbor, various streets, and landmarks. The map is oriented with North at the top. Key features include the Port of Los Angeles, the Harbor, and the surrounding urban area. The map is labeled with various locations and distances.

TO THE PUBLIC OF THE STATE OF CALIFORNIA
 I, THE CLERK OF THE COUNTY OF LOS ANGELES,
 DO HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND
 CORRECT COPY OF THE RECORDS OF THE COUNTY OF LOS ANGELES.

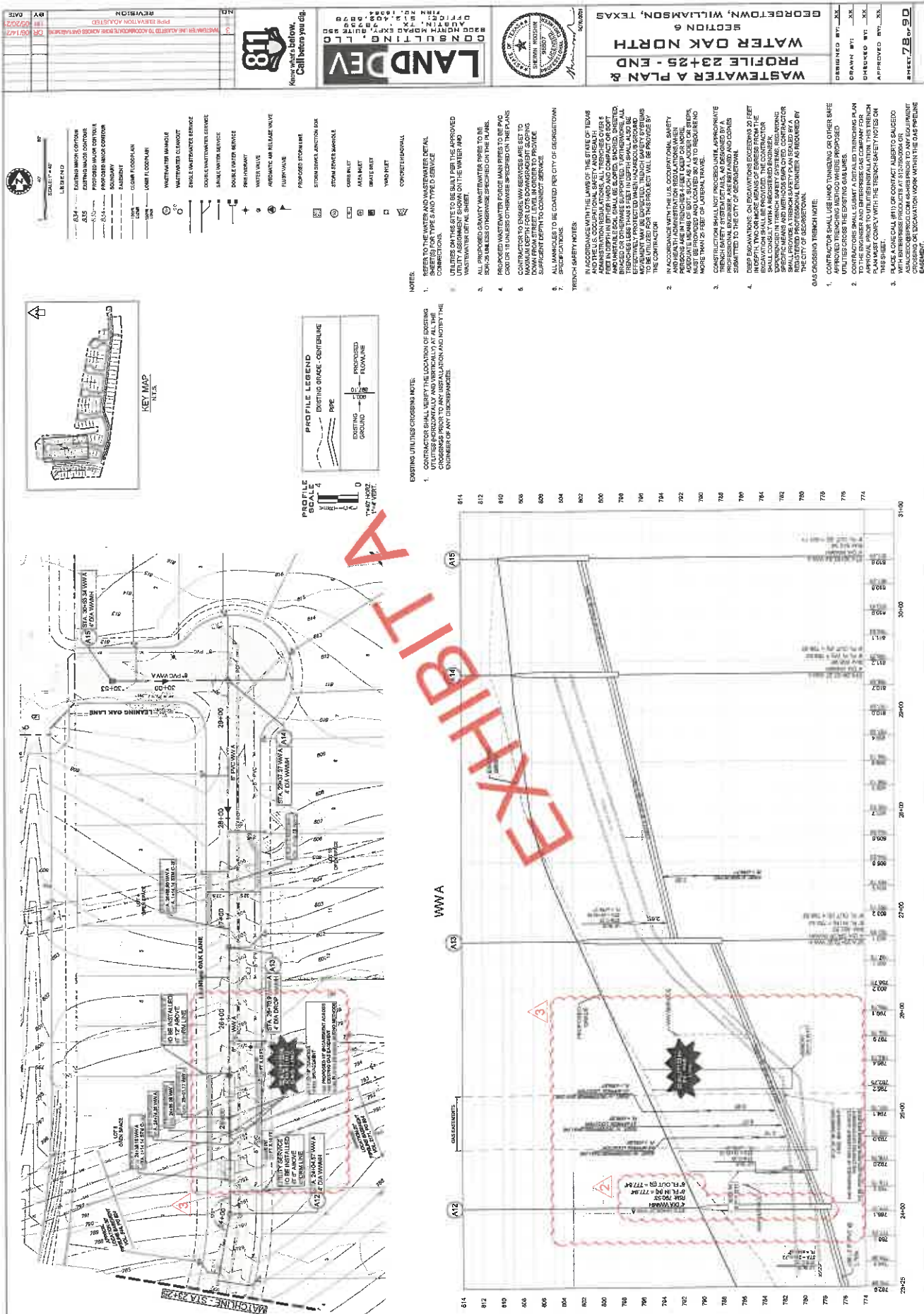
CLERK OF THE COUNTY OF LOS ANGELES

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RECORDERS MEMORANDUM

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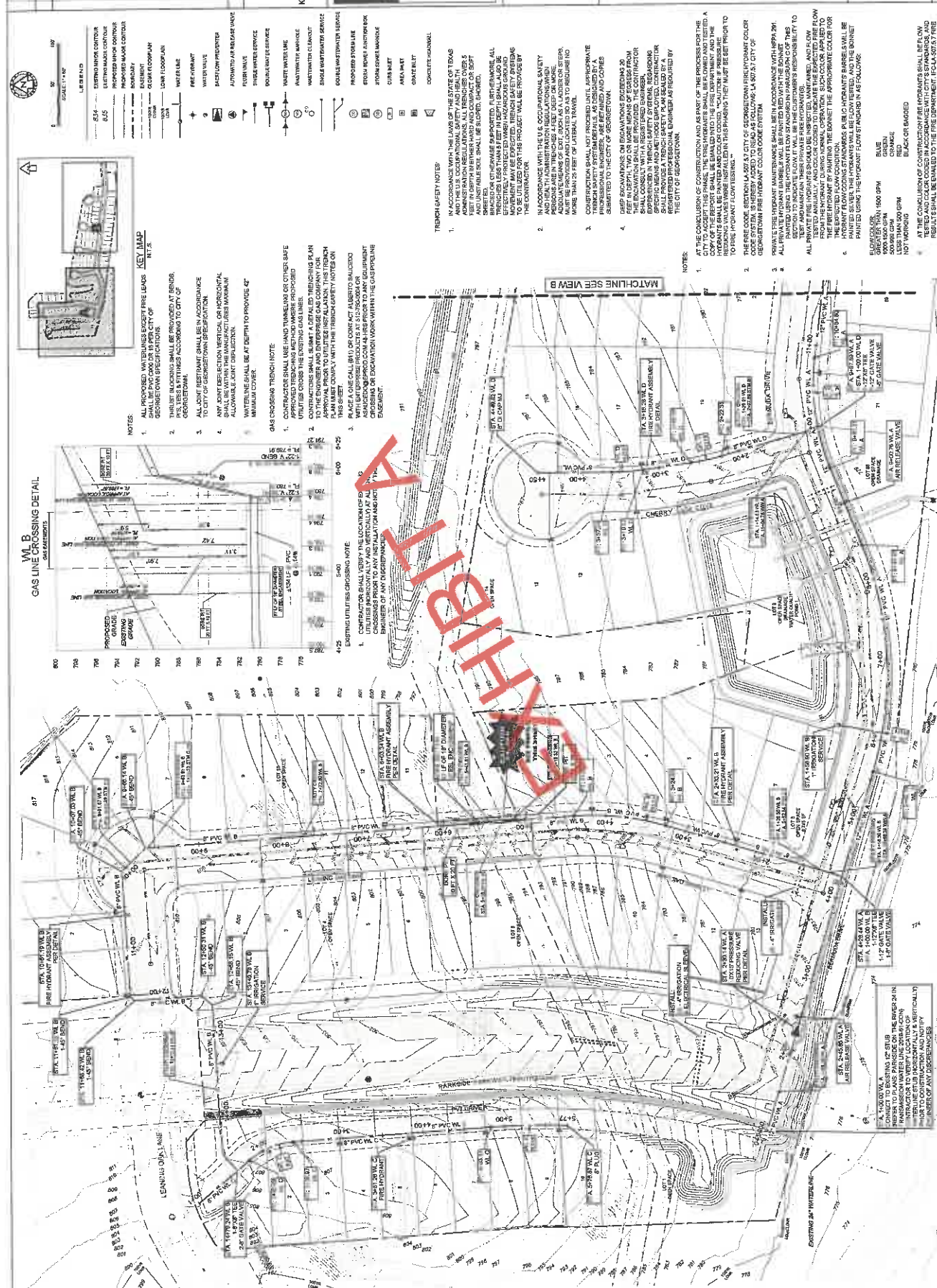
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EXHIBIT "B"

Insurance Requirements

- A. Payor agrees to procure and maintain, and shall require all Contractors to procure and maintain, insurance coverages in the kinds and amounts, and with deductibles reasonably acceptable as set forth below:
- (i) Worker's Compensation Insurance, including occupational disease coverage, in accordance with the benefits afforded by the statutory worker's compensation acts applicable to the state, territory or district of hire, supervision or place of accident.
 - (ii) Employer's Liability Insurance in an amount not less than \$1,000,000 each accident, \$1,000,000 disease each employee and \$1,000,000 disease policy limit.
 - (iii) Commercial General Liability Insurance with a single limit of liability for bodily injury or property damage of \$1,000,000 per occurrence (\$2,000,000 Aggregate) on ISO Coverage Form CG 00 01 (or equivalent), such coverage to include products/completed operations liability, premises/operations, independent contractors, broad form bodily injury and property damage, personal injury, explosion, blanket contractual liability and sudden and accidental pollution liability.
 - (iv) Business Automobile Liability Insurance covering all owned, non-owned, leased, rented, and hired motor vehicles, including coverage for loading and unloading, used in the performance of this Agreement, with limits of not less than \$1,000,000 combined single limit.
 - (v) Excess Liability Insurance with limits of not less than \$5,000,000 per occurrence and in the aggregate providing additional limits of insurance to the coverage described in subsections ii, iii and iv above.
- B. All required insurance shall:
- (i) except Worker's Compensation or Employer's Liability insurance, name Enterprise, its directors, employees, agents and representatives (collectively, the "Enterprise Indemnified Parties") as an additional insured;
 - (ii) not contain exclusions for claims arising out of the negligence of any Enterprise Indemnified Parties as an additional insured; and
 - (iii) be endorsed as primary and non-contributing to any other insurance policies carried by Enterprise with respect to Payor's operations.
- C. Except where prohibited by law, all policies of insurance pertaining to this Agreement which are procured, held or maintained by Payor or any Contractor, whether required by this Agreement or not, shall be endorsed to provide that the underwriters or insurers waive any and all rights of subrogation against the Enterprise Indemnified Parties.
- D. Payor shall:
- (i) simultaneously with its execution of this Agreement, provide to Enterprise Certificates of Insurance for itself and each of its Contractors on a standard ACORD form signed by an authorized representative evidencing the coverages, limits, endorsements and extensions required herein for Enterprise and each entity required to be named as an additional insured herein; and
 - (ii) deliver, or require to be delivered, to Enterprise a renewal certificate not less than ten (10) days before policy expiration.

③ Enterprise Products
1100 Louisiana St. STE 12.037
Houston, TX 77002

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2021169451

AGR Fee: \$218.00
11/04/2021 12:00 PM BCASaubon



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas

AMENDMENT TO ENCROACHMENT AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This Amendment to Encroachment Agreement ("Amendment") is made by and between WHITETHORN PIPELINE COMPANY LLC whose address is c/o Land Department, P.O. Box 4324, Houston, Texas 77210-4324 (hereinafter referred to as "Company"), and CHESMAR HOMES, LLC, whose address is 3600 W. Parmer Ste. 160, Austin, Texas 78727 (hereinafter referred to as "Landowner"), upon the following terms and conditions:

WITNESSETH:

WHEREAS, Landowner owns a certain tract of land located in Williamson County, Texas and more particularly described as follows:

A 24.958 acre tract of land in the Isaac Donagan Survey, Abstract No. 178 in Williamson County, Texas and a 6.720 acre tract of land in the Isaac Donagan Survey, Abstract No. 178 in Williamson County, Texas more particularly described in that certain Special Warranty Deed from ABG Water Oak Partner, Ltd. to Chesmar Homes, LLC dated March 3, 2020, and recorded as Document Number 2020022090 in the Records of Williamson County, Texas (the "Property");

WHEREAS, Company holds a certain right of way and easement upon, over, under and through the Property, more particularly described in that certain Permanent Easement Agreement from Water Oak at San Gabriel Homeowner's Association, Inc. to Enterprise Crude Pipeline LLC dated January 21, 2016 and recorded as Document Number 2016010602 in the Records of Williamson County, Texas (the "Easement");

WHEREAS, Company owns and operates a pipeline that is located within the Easement and commonly known as line C129, Midland to Sealy pipeline (the "Pipeline"; the Pipeline together with any related valves, meters, equipment, and other appurtenances, collectively the "Facilities") that runs through the Property pursuant to the Easement;

WHEREAS, Landowner and Company entered into an Encroachment Agreement effective August 19, 2021, and recorded as instrument number 2021169451 in the Official Public Records of Williamson County, Texas (the "Encroachment Agreement") concerning the construction of streets (Parkside Parkway, Leaning Oak Lane, Bermuda Drive, walking trail and private driveway), two (2) forty-eight inch (48") RCP, an eighteen inch (18") RCP storm sewer, two (2) thirty inch (30") RCP, an eight inch (8") PVC wastewater line, an eight inch (8") PVC water line in eighteen inch (18") steel pipe casing and proposed lighting and

conduits across COMPANY'S Pipeline which will encroach on the Easement (hereinafter referred to as the "Encroachment"); and

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the undersigned do hereby ALTER, CHANGE and AMEND the Agreement as follows:

Notwithstanding anything contained in the Encroachment Agreement to the contrary, the Parties hereby agree to amend the Agreement by adding roadway paving plans attached hereto as Exhibit "A-1".

This Amendment to Encroachment Agreement shall have an Effective Date of November 29, 2021.

IN WITNESS WHEREOF, we have hereunto set our hands on the day and year below.

(COMPANY)

WHITETHORN PIPELINE COMPANY LLC

By: Paul D. Lair
Paul D. Lair
Agent and Attorney-in-Fact

Date: November 29, 2021

(OWNER)

CHESMAR HOMES, LLC

By: Adam Stockton

Name: Adam Stockton

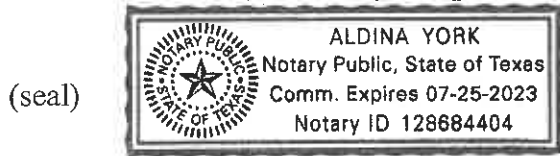
Title: President - Austin

Date: 11-22-2021

ACKNOWLEDGEMENTS

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 29th day of NOVEMBER, 2021 by Paul D. Lair, Agent and Attorney-in-Fact for Whitethorn Pipeline Company LLC, on behalf of said limited liability company, as authorized by its Managing Member.



Aldina York
Notary Public

My Commission Expires: 7-25-2023

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 30 day of NOVEMBER, 2021 by ADAM STOCKTON, PRESIDENT for Chesmar Homes LLC, on behalf of such limited liability company.



Gloria Lynn Kellar
Notary Public

My Commission Expires: 7-15-24

Prepared By/Return To:

Whitethorn Pipeline Company LLC
c/o Y. Siddiqui – Land Department
P.O. Box 4324
Houston, Texas 77210-4324

OWNER/DEVELOPER: CHESMAR HOMES, LLC.
3600 W PARMER STE. 160,
AUSTIN, TX 78727
(512) 465-2903

ENGINEER/SURVEYOR: LANDDEV CONSULTING LLC
5508 HIGHWAY 290 WEST, SUITE 150
AUSTIN, TEXAS 78735
512.872.6696

WATERSHED STATUS:

THIS SITE IS LOCATED IN THE SOUTH FORK OF THE SAN GABRIEL WATERSHED. THIS SITE IS LOCATED OVER THE EDWARDS AQUIFER CONTRIBUTING ZONE.

FLOODPLAIN INFORMATION:

ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAPS (FIRM) FOR WILLIAMSON COUNTY AND INCORPORATED AREAS, TEXAS COMMUNITY PANELS NUMBER 48491C0460F AND 48491C0480F DATED DECEMBER 20TH, 2019, THERE ARE SOME LOTS LOCATED WITHIN THE LIMITS OF THE 100 YR FLOODPLAIN (ZONE AE). HOWEVER, NO LOTS ARE ENCRoACHED BY THE 100 YR FLOODPLAIN PER THE APPROVED CLOMR 10-060271R.

LEGAL DESCRIPTION:

DESCRIPTION OF 31.638 ACRES OF LAND IN THE I. DONAGAN SURVEY, ABSTRACT NO. 178, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN CALLED 24.958 ACRES, DESIGNATED AS TRACT 1 AND A PORTION OF THAT CERTAIN CALLED 6.720 ACRES, DESIGNATED AS TRACT 2, SAID TRACTS 1 AND 2 DESCRIBED IN THE SPECIAL WARRANTY DEED TO CHESMAR HOMES, LLC OF RECORD IN DOCUMENT NO. 2020022090. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND ALSO BEING ALL OF THAT CERTAIN CALLED 498 SQUARE FOOT TRACT OF LAND DESCRIBED IN THE SPECIAL WARRANTY DEED TO CHESMAR HOMES, LLC OF RECORD IN DOCUMENT NO. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND IN THE SPECIAL WARRANTY DEED TO ABG WATER OAK PARTNERS, LTD. OF RECORD IN DOCUMENT NO. 2019031299, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 31.638 ACRES OF LAND, AS SURVEYED BY LANDDEV CONSULTING, LLC.

BENCHMARK NOTE:

LCRA CONTROL MONUMENT MG3A, LCRA BRASS DISC IN CONCRETE FOUND AT NORTHEAST CORNER OF LCRA SUBSTATION ALONG CHAIN LINK FENCE ON SOUTH SIDE OF STATE HIGHWAY 29, APPROXIMATELY 1,000 FEET EAST OF INTERSTATE HIGHWAY NO. 35.
PUBLISHED ELEVATION OBTAINED FROM LCRA WEB SITE, MAY 9, 2020.
NAVD 88 (GEOID 12A)
ELEVATION = 736.03 FEET

GRID NORTHING: 10,203,848.90
GRID EASTING: 3,128,835.70

BM:1413_06:
SQUARE CUT ON CONCRETE RIBBON CURB NEAR SOUTHEAST INTERSECTION OF WATER OAK PARKWAY AND LEANING OAK LANE.
ELEVATION = 808.64'

GRID NORTHING: 10,200,474.45
GRID EASTING: 3,107,749.38

BM:1413_07:
"X" CUT ON 4-INCH METAL BOLLARD FENCE POST, APPROX. 130 FEET SOUTH OF THE MOST EASTERLY SOUTHEAST CORNER OF THE SAID 24.958 ACRE CHESMAR TRACT.
ELEVATION = 772.94'

GRID NORTHING: 10,199,472.12
GRID EASTING: 3,110,076.89

GRID COORDINATES ARE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NAD83, GRID.

NO LIABILITY NOTE:

LIMITATION OF LIABILITY – LANDDEV CONSULTING, LLC ASSUMES NO LIABILITY FOR ANY DESIGN OR DRAWINGS IN THESE PLANS, THAT ARE NOT SIGNED AND SEALED BY A PROFESSIONAL ENGINEER REGISTERED WITH THE TEXAS BOARD OF PROFESSIONAL ENGINEERS AS A MEMBER OF THIS FIRM (#F-16384). OTHER CONSULTANTS' WORK SHOWN IN THESE PLANS IS THE RESPONSIBILITY OF THE CONSULTANT WHO PREPARED SUCH WORK, AND IS INCLUDED IN THIS PLAN SET FOR REVIEW REQUIREMENTS ONLY.

SITE PLAN COMPONENTS – ALL BUILDING AND STRUCTURAL IMPROVEMENTS SHOWN HEREON ARE SHOWN FOR CONCEPTUAL PURPOSES ONLY. LANDDEV, LLC IS NOT RESPONSIBLE OR LIABLE FOR THE DESIGN OF BUILDING OR STRUCTURAL IMPROVEMENTS BY OTHERS.

STRUCTURAL COMPONENTS - ALL STRUCTURAL DESIGN IS THE RESPONSIBILITY OF THE OWNER'S STRUCTURAL ENGINEER. STRUCTURAL DESIGN SHOWN HEREON IS THE DESIGN OF THE OWNER'S STRUCTURAL ENGINEER.

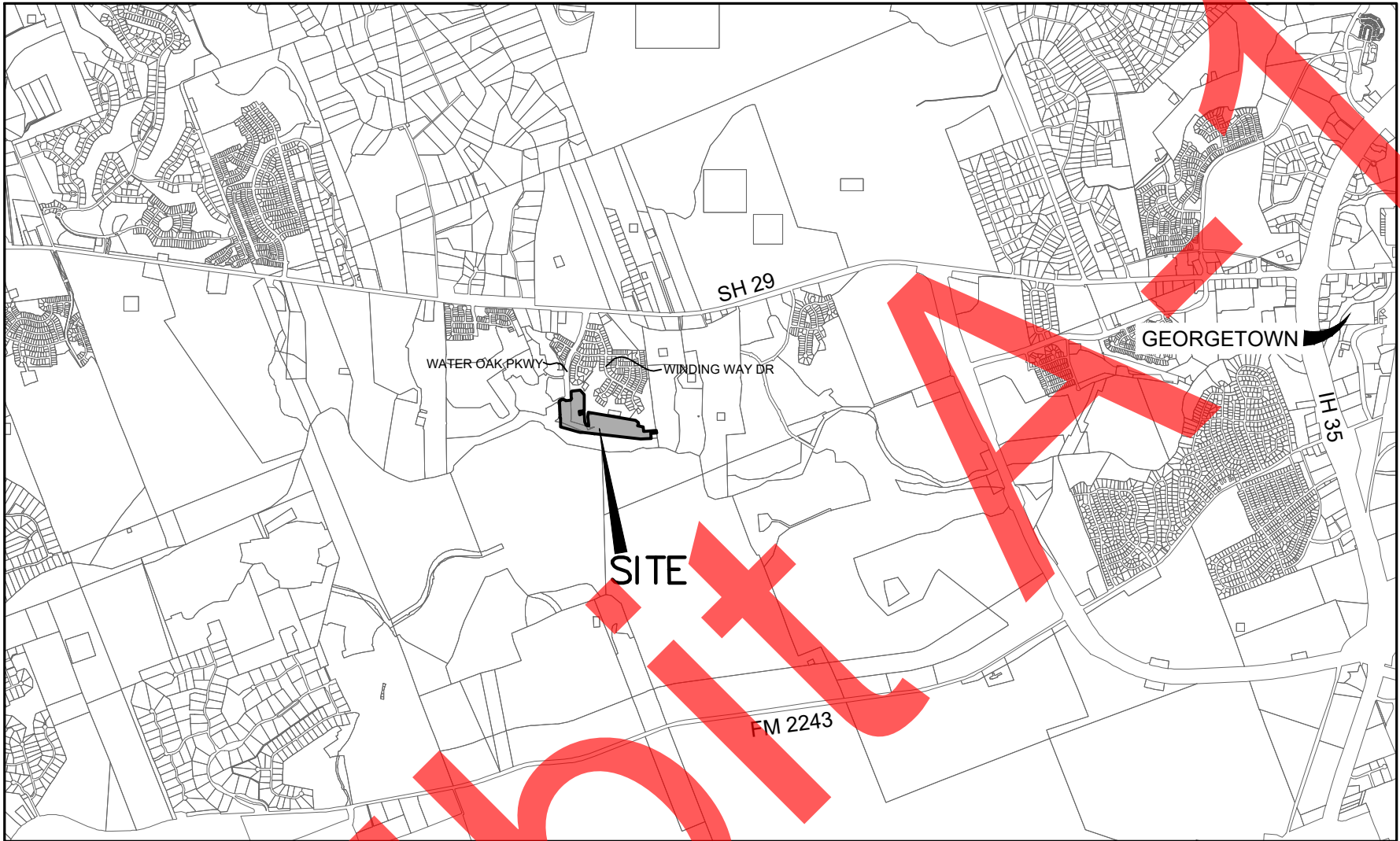
PAVEMENT DESIGN – PAVEMENT DESIGN SHOWN HEREON IS THE DESIGN OF THE OWNER'S GEOTECHNICAL CONSULTANT. LANDDEV CONSULTING, LLC MAKES NO WARRANTY OR GUARANTEE AS TO ITS SUITABILITY, AND ASSUMES NO LIABILITY THEREFOR.

NOTES:

- THESE PLANS WERE PREPARED, SEALED, SIGNED AND DATED BY A TEXAS LICENSED PROFESSIONAL ENGINEER. THEREFORE BASED ON THE ENGINEER'S CONCURRENCE OF COMPLIANCE, THE PLANS FOR CONSTRUCTION OF THE PROPOSED PROJECT ARE HEREBY APPROVED SUBJECT TO THE STANDARD CONSTRUCTION SPECIFICATIONS AND DETAILS MANUAL AND ALL OTHER APPLICABLE CITY, STATE AND FEDERAL REQUIREMENTS AND CODES.
- THIS PROJECT IS SUBJECT TO ALL CITY STANDARD SPECIFICATIONS AND DETAILS IN EFFECT AT THE TIME OF SUBMITTAL OF THE PROJECT TO THE CITY.
- A GEOLOGIC ASSESSMENT, IN ACCORDANCE WITH THE CITY OF GEORGETOWN WATER QUALITY REGULATIONS, WAS COMPLETED ON (JULY 2019). ANY SPRINGS AND STREAMS AS IDENTIFIED IN THE GEOLOGIC ASSESSMENT ARE SHOWN HEREIN.
- THIS PROJECT IS SUBJECT TO THE REQUIREMENTS OF PARKSIDE ON THE RIVER DEVELOPMENT AGREEMENT (ORDINANCE NO. 2019-69).

CIVIL CONSTRUCTION PLANS WILLIAMSON COUNTY
MUNICIPAL UTILITY DISTRICT NO. 25
WATER OAK NORTH
SECTION 6
GEORGETOWN, WILLIAMSON COUNTY, TEXAS
2020-49-CON

INITIAL SUBMITTAL DATE: 11/16/2020



VICINITY MAP

SCALE: 1"=4000'

I, SHERVIN NOOSHIN, P.E., CERTIFY THAT THESE ENGINEERING DOCUMENTS ARE COMPLETE, ACCURATE AND ADEQUATE FOR THE INTENDED PURPOSES, INCLUDING CONSTRUCTION, BUT ARE NOT AUTHORIZED FOR CONSTRUCTION PRIOR TO FORMAL CITY APPROVAL.

SUBMITTED BY :

Sherwin Nooshin

02/25/2021

SHERVIN NOOSHIN, P.E.
LANDDEV CONSULTING LLC
5508 HIGHWAY 290 WEST, SUITE 150
AUSTIN, TEXAS 78735
512.872.6696

DATE

REVIEWED FOR COMPLIANCE WITH COUNTY REQUIREMENTS:

WILLIAMSON COUNTY M.U.D. NO. 25

DATE

CITY OF GEORGETOWN, AS APPROVED BY THE PLANNING AND ZONING ON

DATE

J. TERRON EVERSTON, WILLIAMSON COUNTY ENGINEER

DATE

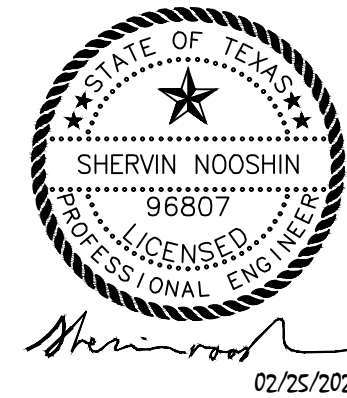
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4



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AUSTIN, TX 78759
OFFICE: 512.402.6878
FIRM NO.: 16384



COVER
WATER OAK NORTH
SECTION 6
GEORGETOWN, WILLIAMSON, TEXAS

DESIGNED BY: XX

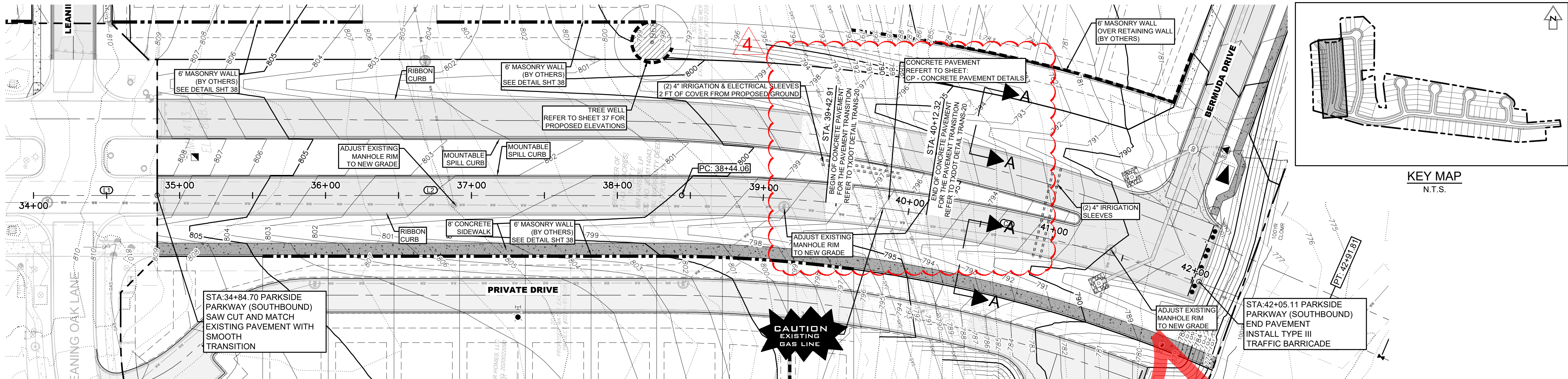
DRAWN BY: XX

CHECKED BY: XX

APPROVED BY: XX

SHEET 1 OF 90

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September 23, 2021, 5:04 PM, Drgs

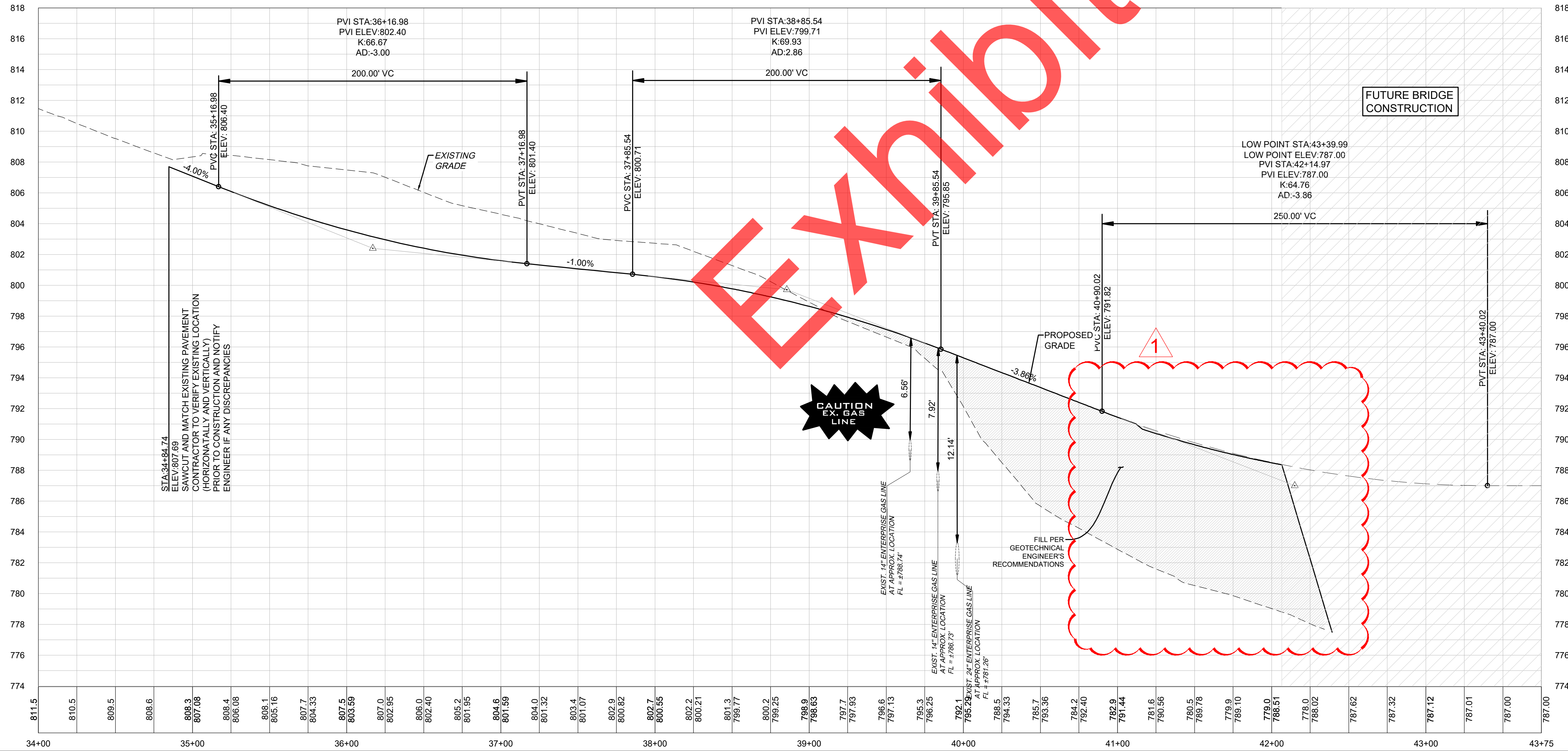


GAS CROSSING TRENCH NOTE:

- CONTRACTOR SHALL USE HAND TUNNELING OR OTHER SAFE APPROVED TRENCHING METHOD WHERE PROPOSED UTILITIES CROSS THE EXISTING GAS LINES.
- CONTRACTORS SHALL SUBMIT A DETAILED TRENCHING PLAN TO THE ENGINEER AND ENTERPRISE GAS COMPANY FOR APPROVAL PRIOR TO UTILITIES INSTALLATION. THIS TRENCH PLAN MUST COMPLY WITH THE TRENCH SAFETY NOTES ON THIS SHEET.
- PLACE A ONE CALL (811) OR CONTACT ALBERTO SAUCEDO WITH ENTERPRISE PRODUCTS AT 512-750-0004 OR ASAUCEDO@EPROD.COM 48-HRS PRIOR TO ANY EQUIPMENT CROSSING OR EXCAVATION WORK WITHIN THE GAS PIPELINE EASEMENT.

ALIGNMENT: PARKSIDE PARKWAY (SOUTHBOUND)						
NUMBER	LENGTH	RADIUS	DELTA	LINE/CHORD BEARING	START STA	END STA
C1	447.75'	1079.78'	23.76°	S8°09'47"W	38+44.06	42+91.81
L1	100.00'			S3°42'17"E	34+00.00	35+00.00
L2	344.06'			S3°43'00"E	35+00.00	38+44.06

PARKSIDE PARKWAY (SOUTHBOUND)
MINOR ARTERIAL - DESIGN SPEED 40 MPH

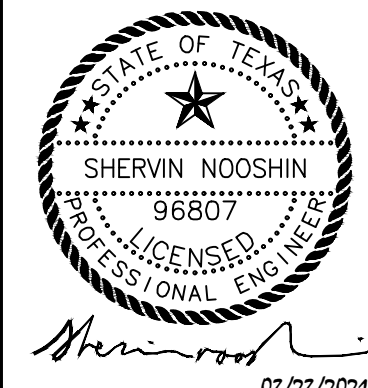


NOTES:

- CONTRACTOR SHALL REFERENCE "GEOTECHNICAL INVESTIGATION PAVEMENT THICKNESS RECOMMENDATIONS FOR WATER OAK NORTH SECTION 6" CREATED OCTOBER 2020 BY MLA GEOTECHNICAL, PROJECT NUMBER 20101100.098. CONTRACTOR IS RESPONSIBLE FOR VERIFYING WITH MLA GEOTECHNICAL.
- CONTRACTOR SHALL REFERENCE "PAVING DETAILS" SHEETS FOR ADDITIONAL INFORMATION REGARDING PAVEMENT DESIGN & DETAILS.
- FILL SHOULD BE COMPACTED TO AT LEAST 95% OF THE MAXIMUM DRY DENSITY AS DETERMINED BY TxDOT - 114 - E, AND PER GEOTECHNICAL ENGINEERS RECOMMENDATION.
- CONTRACTOR SHALL FIELD VERIFY LOCATION OF EXISTING UTILITIES PRIOR TO ANY CONSTRUCTION.
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- CONTRACTOR SHALL COORDINATE STREET LIGHTING WITH PEC ELECTRIC.
- CONTRACTOR SHALL REFERENCE GRADING PLAN FOR ADDITIONAL GRADING INFORMATION.
- CONTRACTOR SHALL BE FAMILIARIZED WITH ALL DETAILS SHOWN ON THESE PLANS AND SHALL NOTIFY THE DESIGN ENGINEER OF ANY DISCREPANCY PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.
- CONTRACTOR SHALL VERIFY ALL MEASUREMENTS AND EXISTING CONDITIONS BEFORE PROCEEDING WITH THIS WORK AND NOTIFY THE DESIGN ENGINEER IMMEDIATELY OF ANY DISCREPANCIES.
- CONTRACTOR SHALL REFERENCE TYPICAL CROSS SECTIONS FOR DETERMINING GRADING ELEVATION ON LEFT AND RIGHT SIDE OF STREET PAVEMENT.
- CONTRACTOR SHALL REFERENCE INTERSECTION GRADING PLAN FOR ALL PROPOSED GRADES AT INTERSECTIONS.
- "FINISHED GRADE @ CL" AS LABELED ON PROFILES REPRESENTS THE PROPOSED CENTER OF ROAD. CONTRACTOR SHALL REFERENCE GRADING PLANS FOR TOP OF PAVEMENT ELEVATIONS.
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- ALL CURB RAMPS, 4' WIDE SIDEWALKS IN FRONT OF COMMON AREAS TO BE INSTALLED AT TIME OF ROADWAY CONSTRUCTION. 4' WIDE CONCRETE SIDEWALK IN FRONT OF LOTS SHALL BE INSTALLED AT TIME OF HOME CONSTRUCTION.
- HOME CONSTRUCTION CONTRACTORS ARE RESPONSIBLE FOR ENSURING THAT ALL SIDEWALKS MEET ADA/RAS SPECIFICATIONS.
- REFER TO THE STREET INTERSECTION SHEETS FOR THE DETAIL SPOT ELEVATIONS AT THE INTERSECTIONS. IN THE EVENT THAT THE SPOT ELEVATIONS AND THE PROFILE DON'T MATCH THEN THE SPOT ELEVATIONS SHALL CONTROL.

811
Know what's below.
Call before you dig.

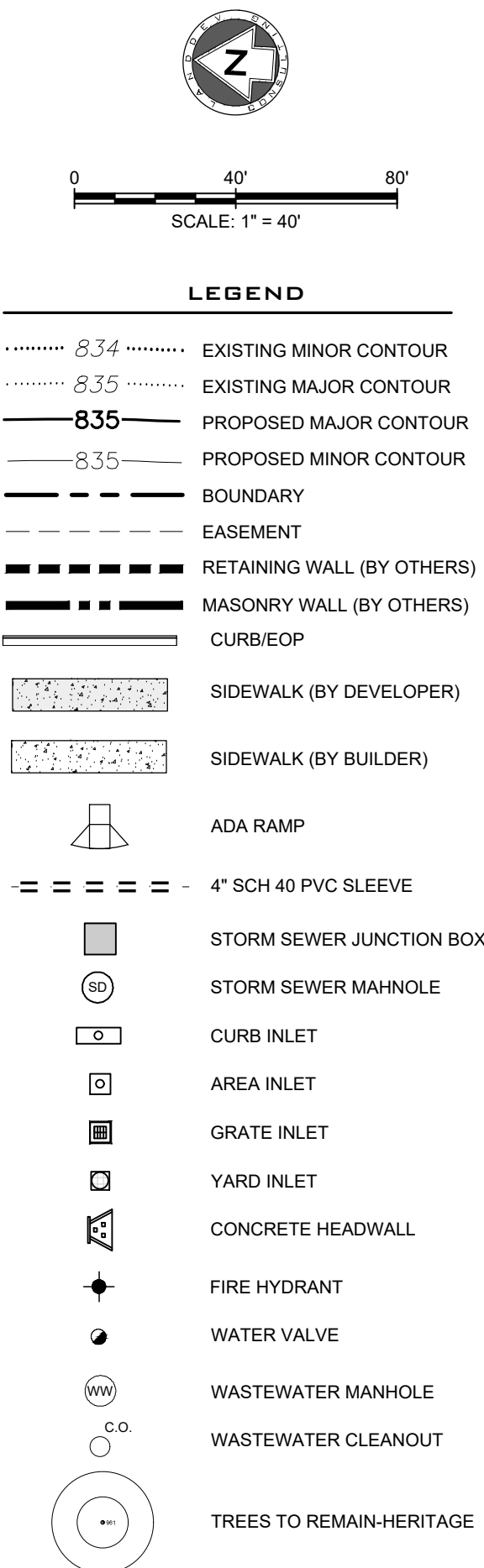
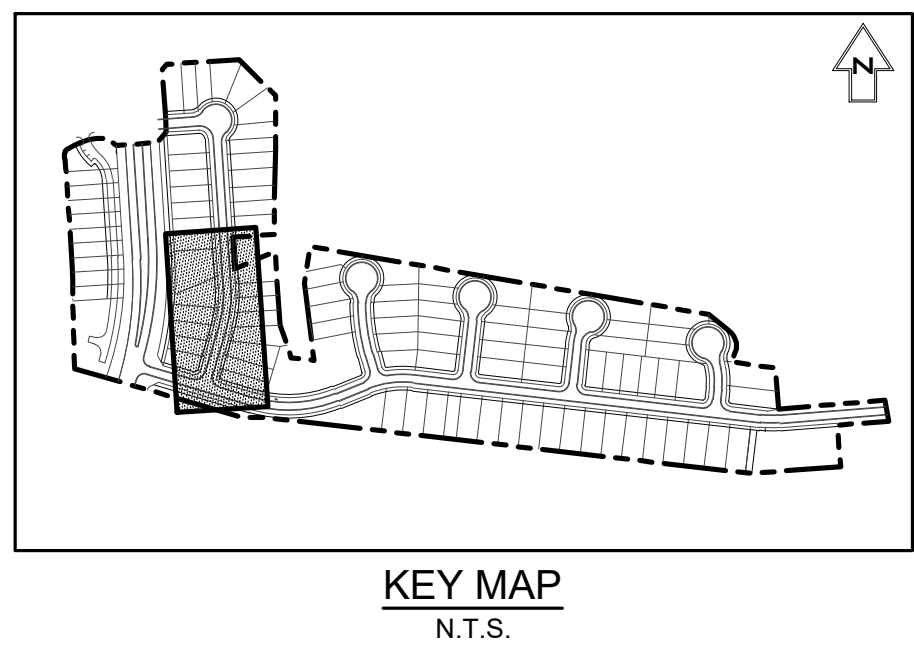
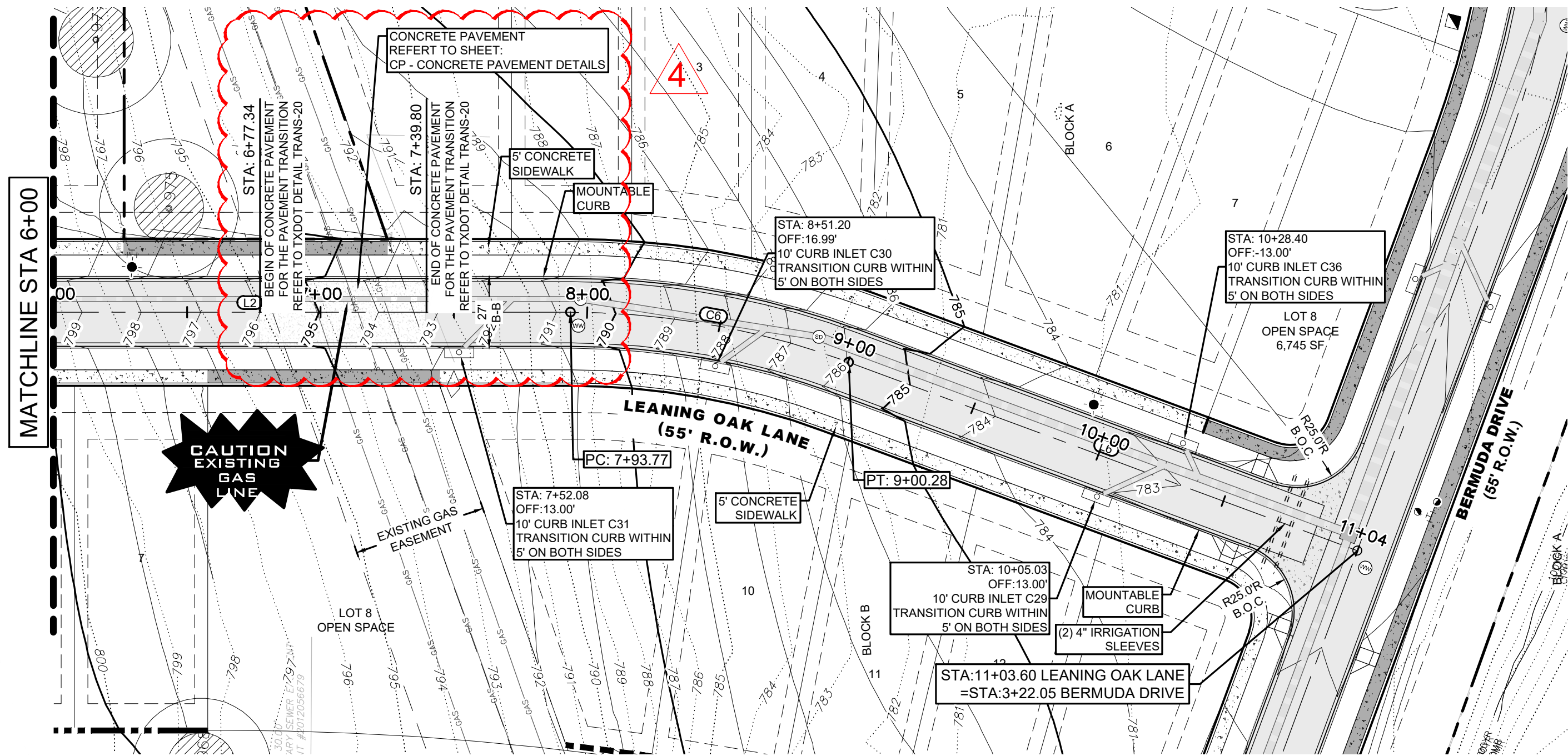
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AUSTIN, TX 78759
OFFICE: 512.402.6878
FIRM NO. 16384



PARKSIDE PARKWAY SOUTHBOUND
PLAN AND PROFILE

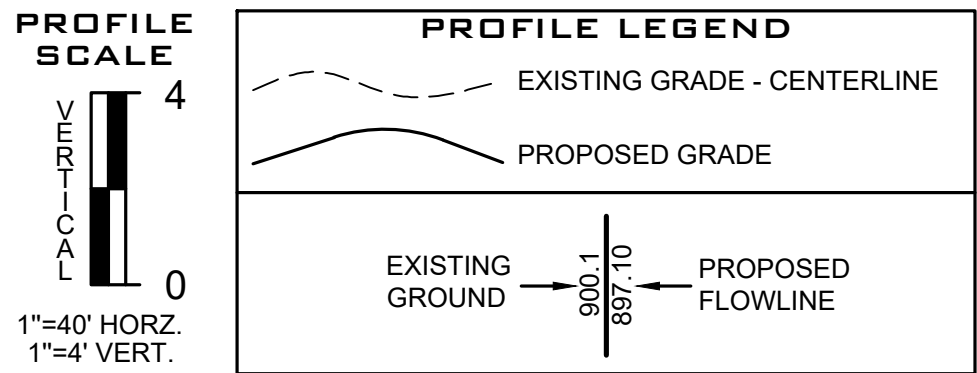
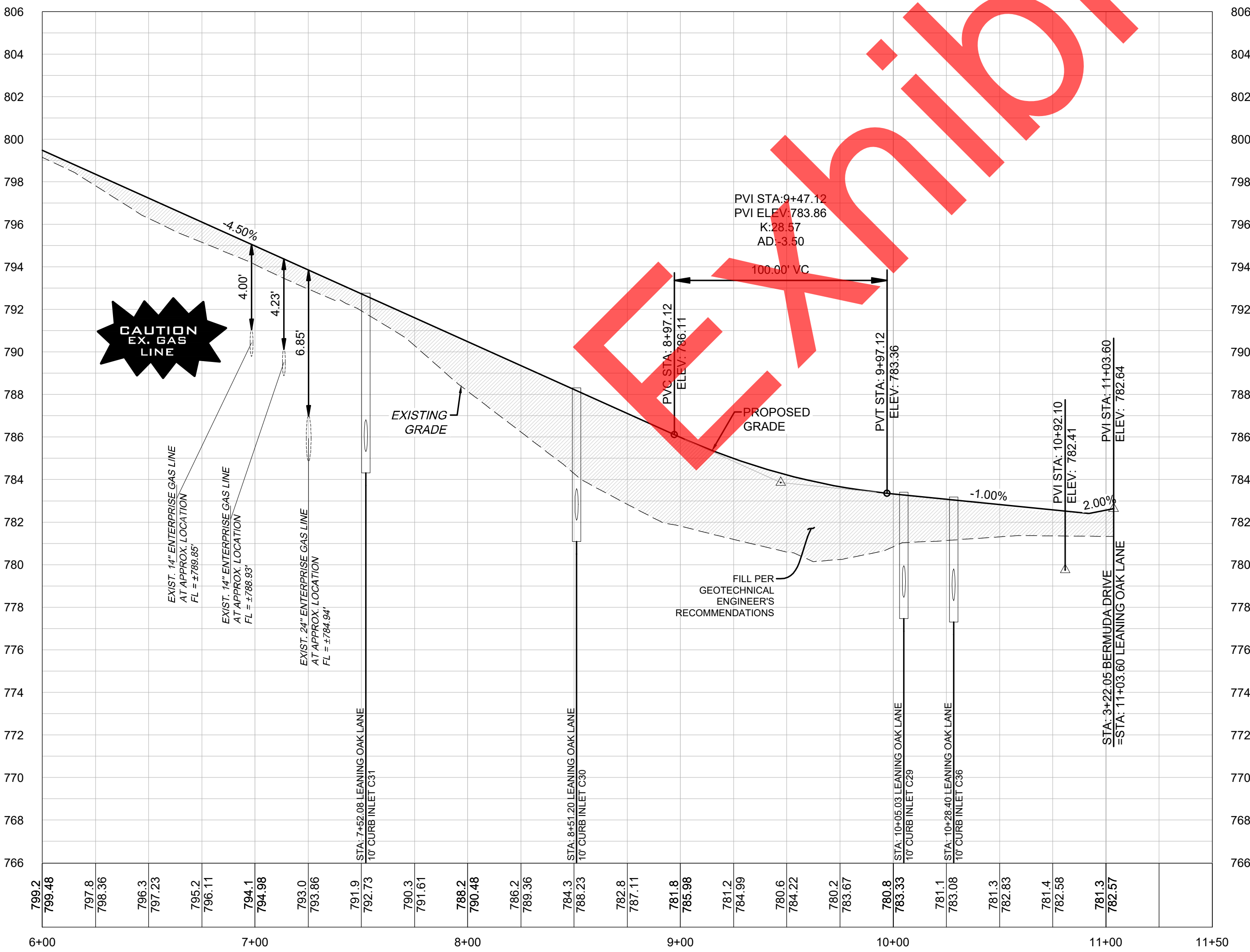
WATER OAK NORTH
SECTION 6
GEORGETOWN, WILLIAMSON, TEXAS

DESIGNED BY: XX
DRAWN BY: XX
CHECKED BY: XX
APPROVED BY: XX



ALIGNMENT: LEANING OAK LANE						
NUMBER	LENGTH	RADIUS	DELTA	LINE/CHORD BEARING	START STA	END STA
C6	106.51'	300.00'	20.34°	S6°27'15"W	7+93.77	9+00.28
L2	479.87'			S3°43'00"E	3+13.89	7+93.77
L6	203.33'			S16°37'29"W	9+00.28	11+03.60

LEANING OAK LANE
LOCAL RESIDENTIAL- DESIGN SPEED 25 MPH

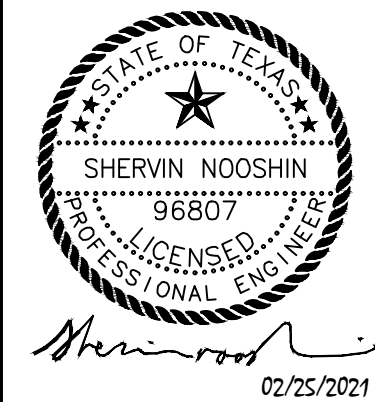


NOTES:

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LEANING OAK LANE PLAN
AND PROFILE 2

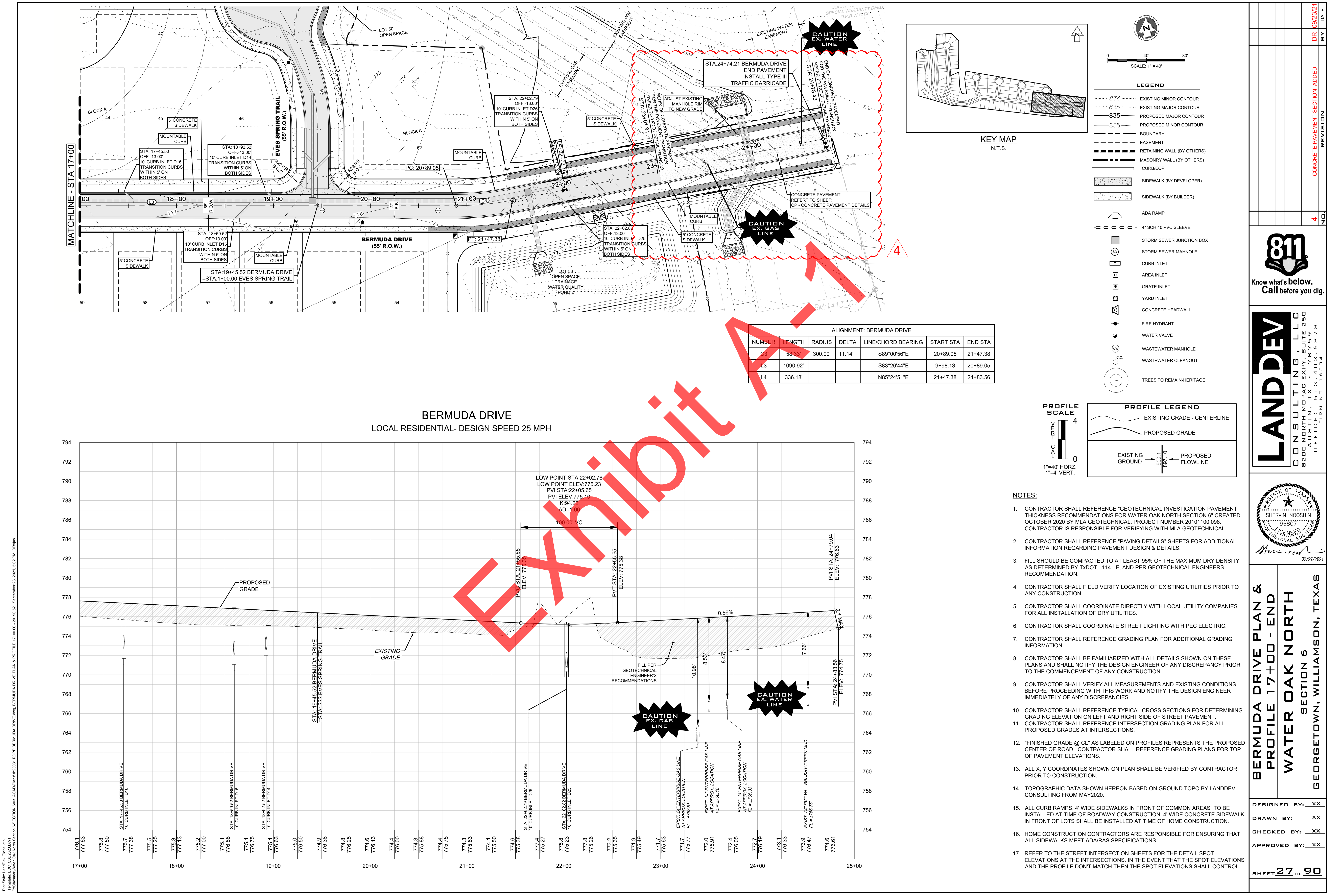
WATER OAK NORTH
SECTION 6

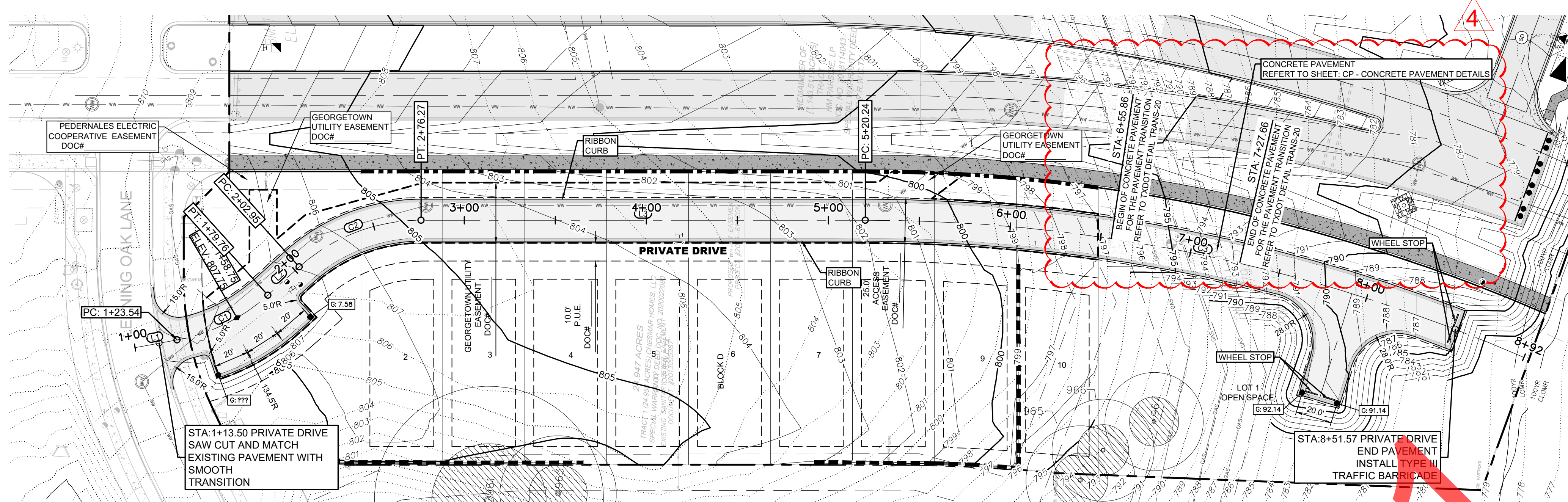
GEORGETOWN, WILLIAMSON, TEXAS

DESIGNED BY: XX
DRAWN BY: XX
CHECKED BY: XX
APPROVED BY: XX

SHEET 24 OF 90

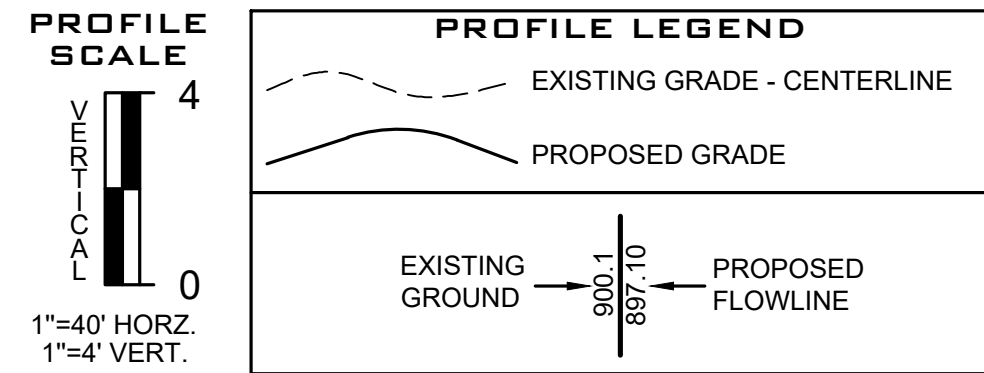
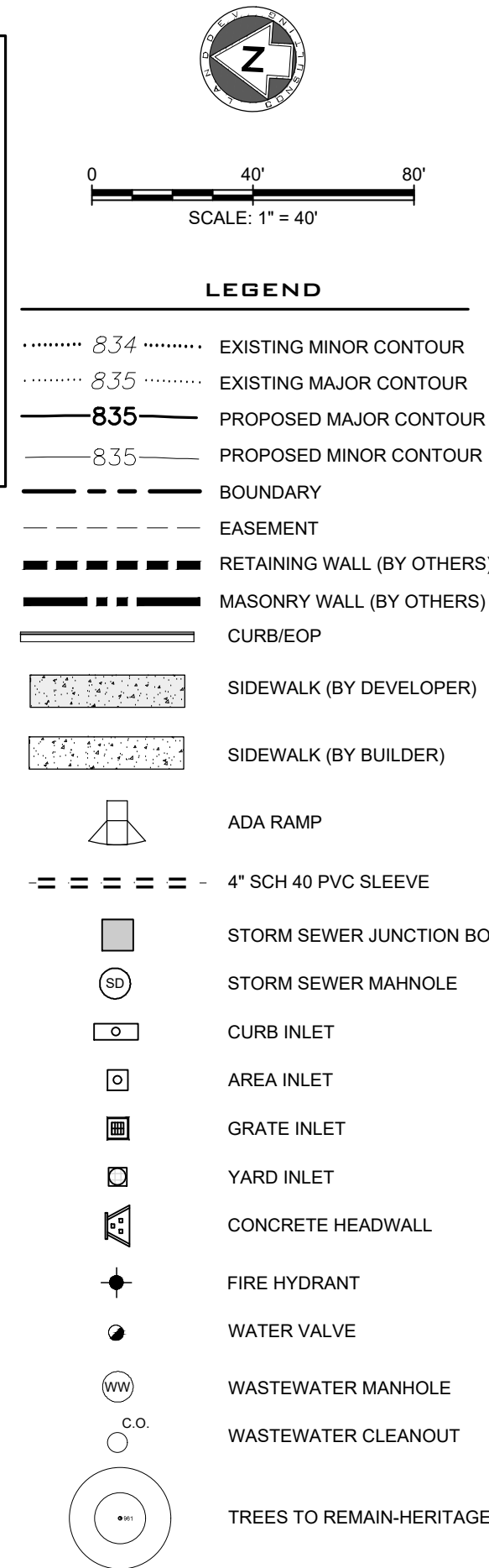
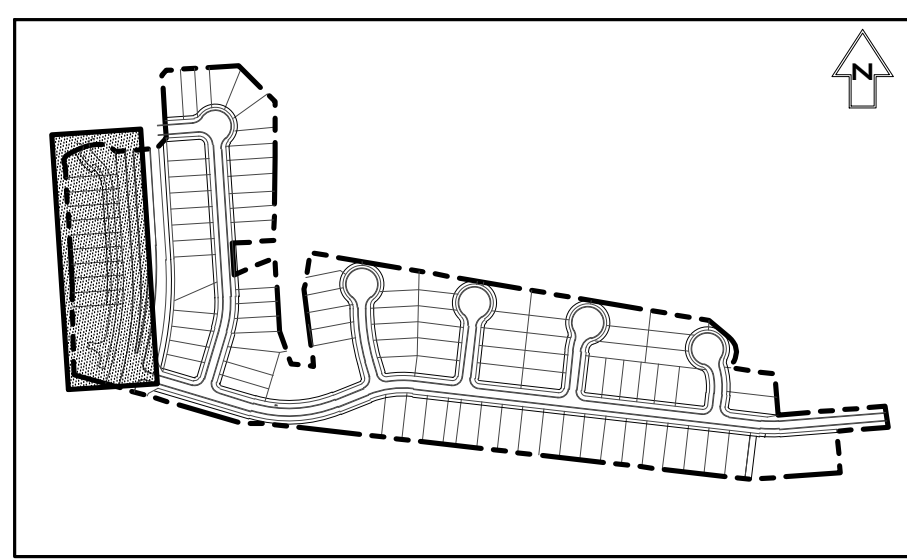
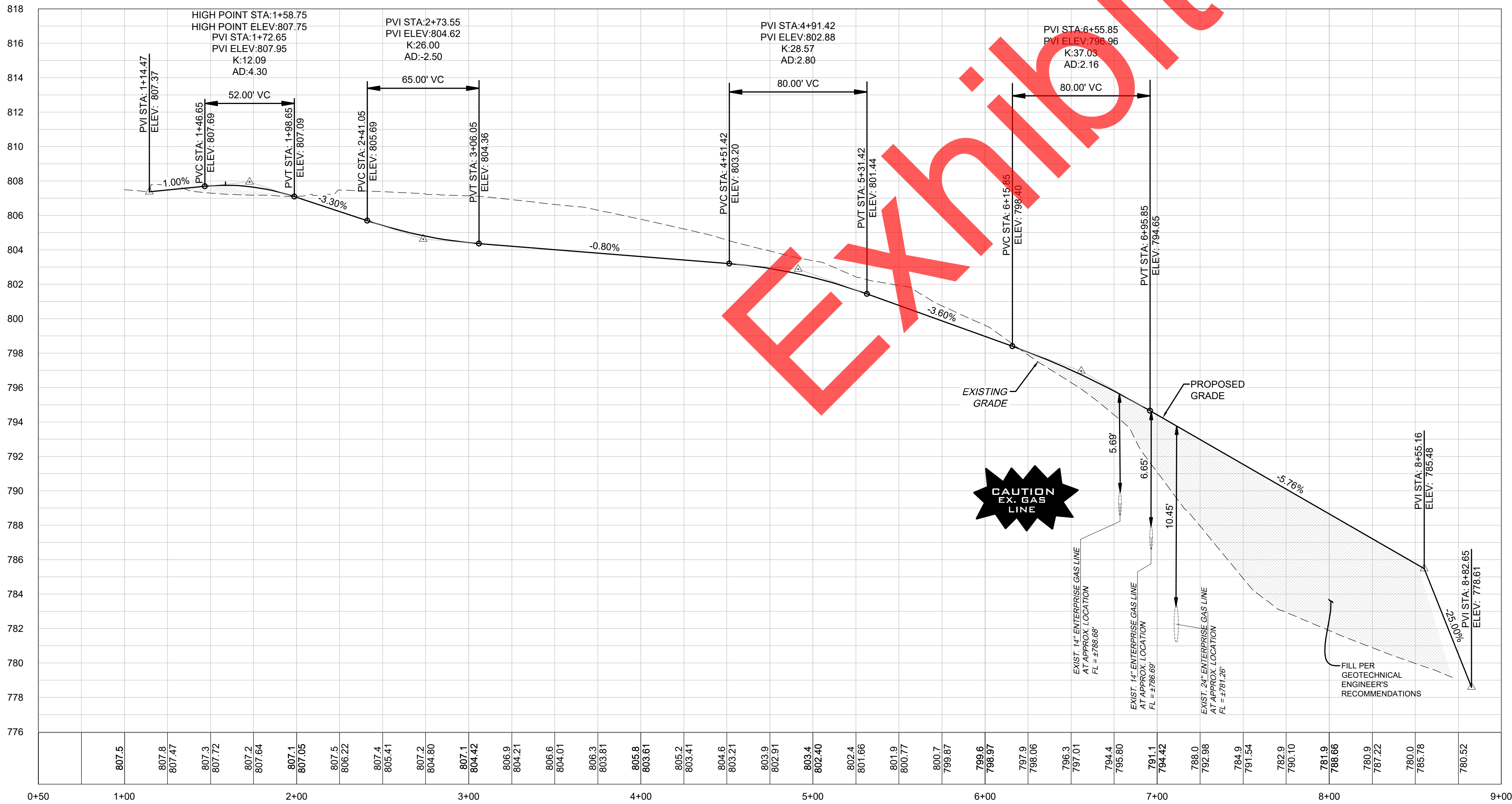
REVISION	BY	DATE
CONCRETE PAVEMENT SECTION ADDED	DR	09/23/21
4	NO	





ALIGNMENT: PRIVATE DRIVE					
NUMBER	LENGTH	RADIUS	DELTA	LINE/CHORD BEARING	START STA. END STA.
C1	56.22'	102.00'	31.58°	S29°56'12"E	1+23.54 1+79.76
C2	73.32'	100.00'	42.01°	S24°43'16"E	2+02.95 2+76.27
C3	372.08'	905.70'	23.54°	S8°03'09"W	5+20.24 8+92.32
L1	23.54'			S14°08'51"E	1+00.00 1+23.54
L2	23.19'			S45°43'33"E	1+79.76 2+02.95
L3	243.97'			S3°45'00"E	2+76.27 5+20.24

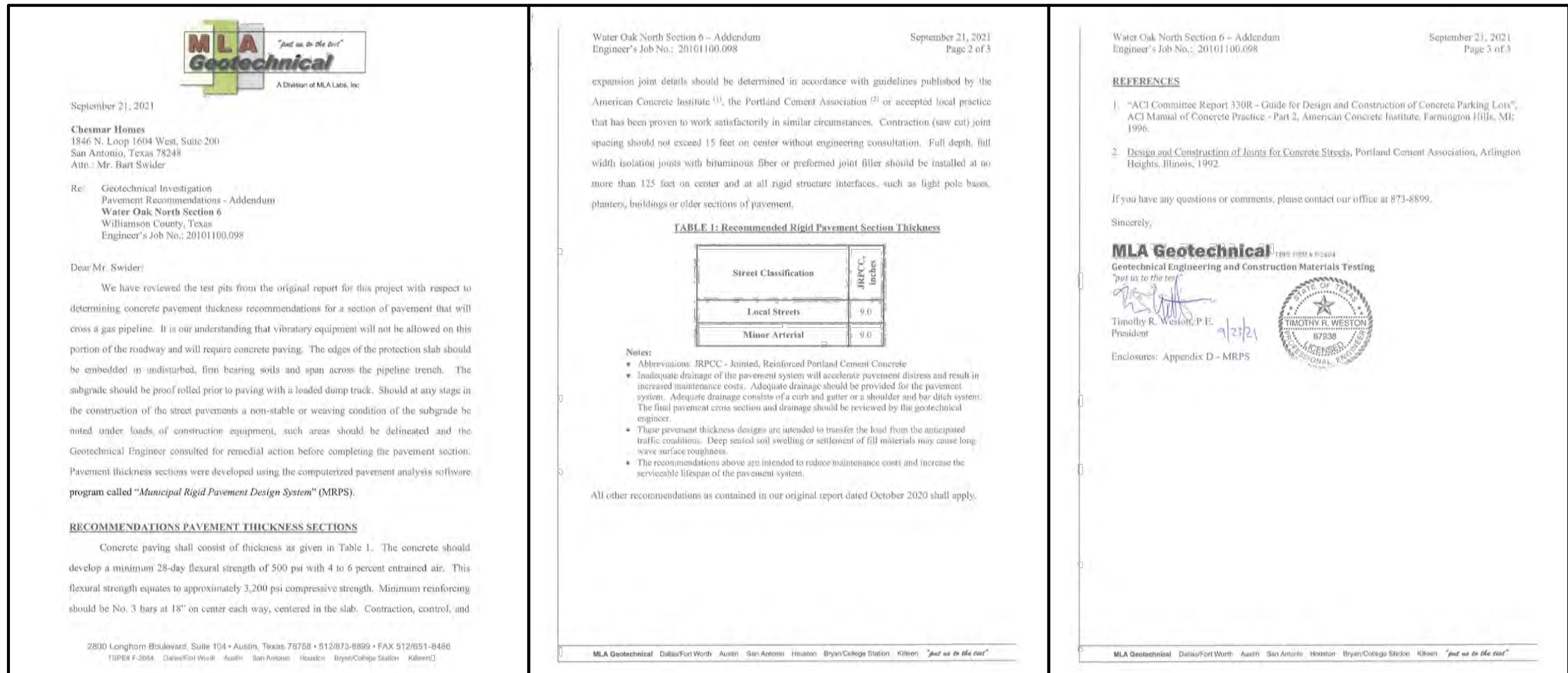
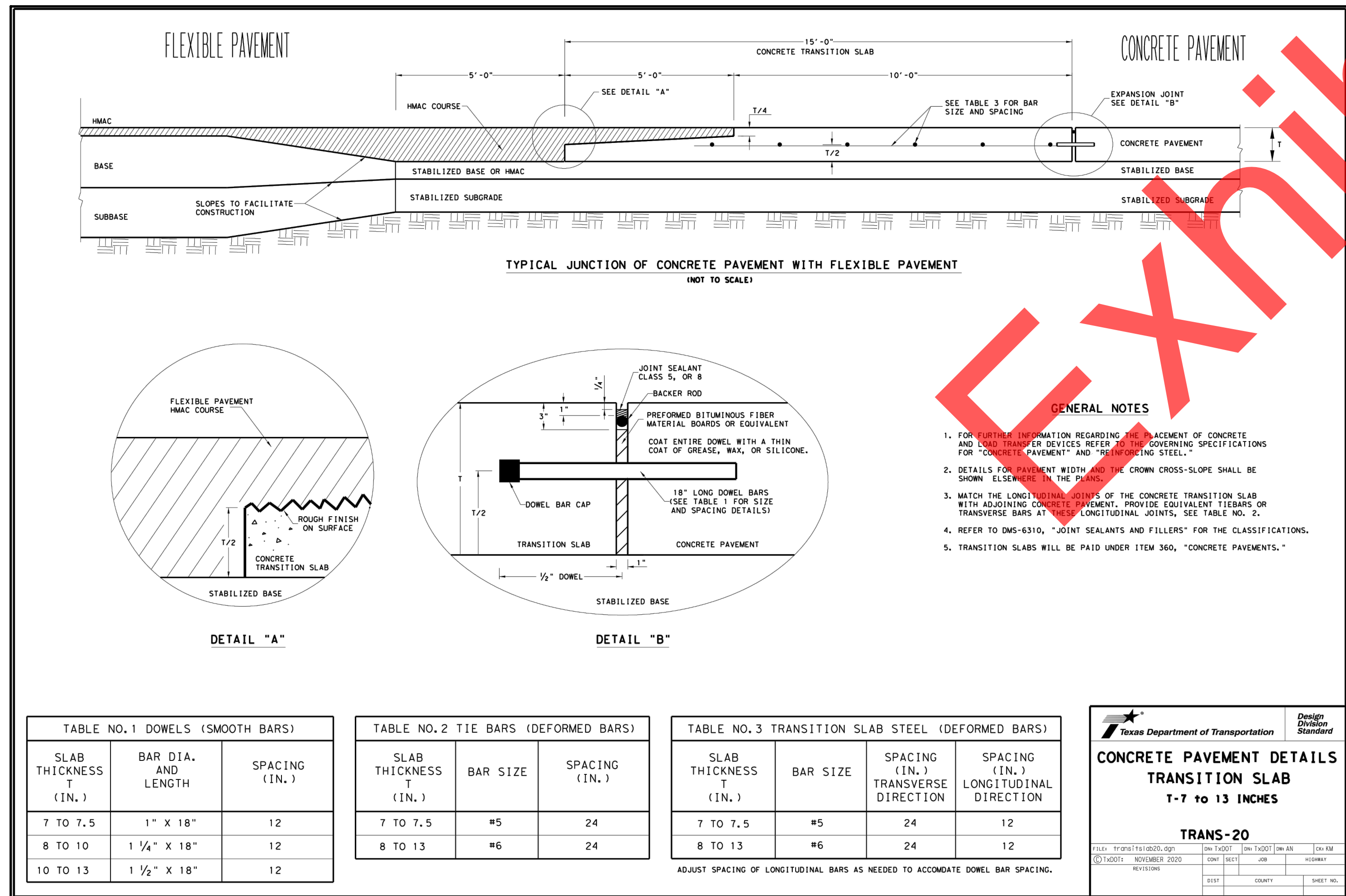
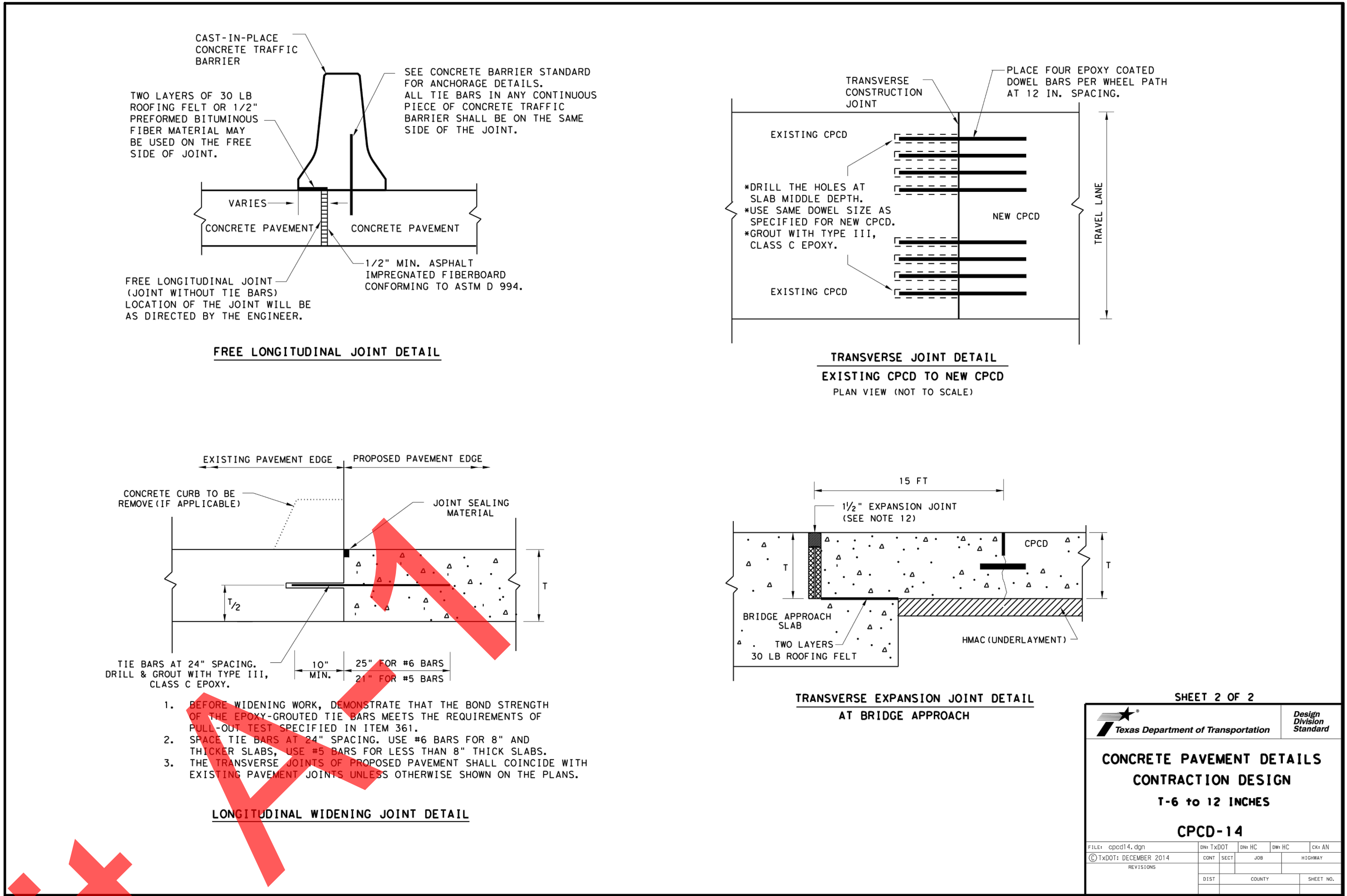
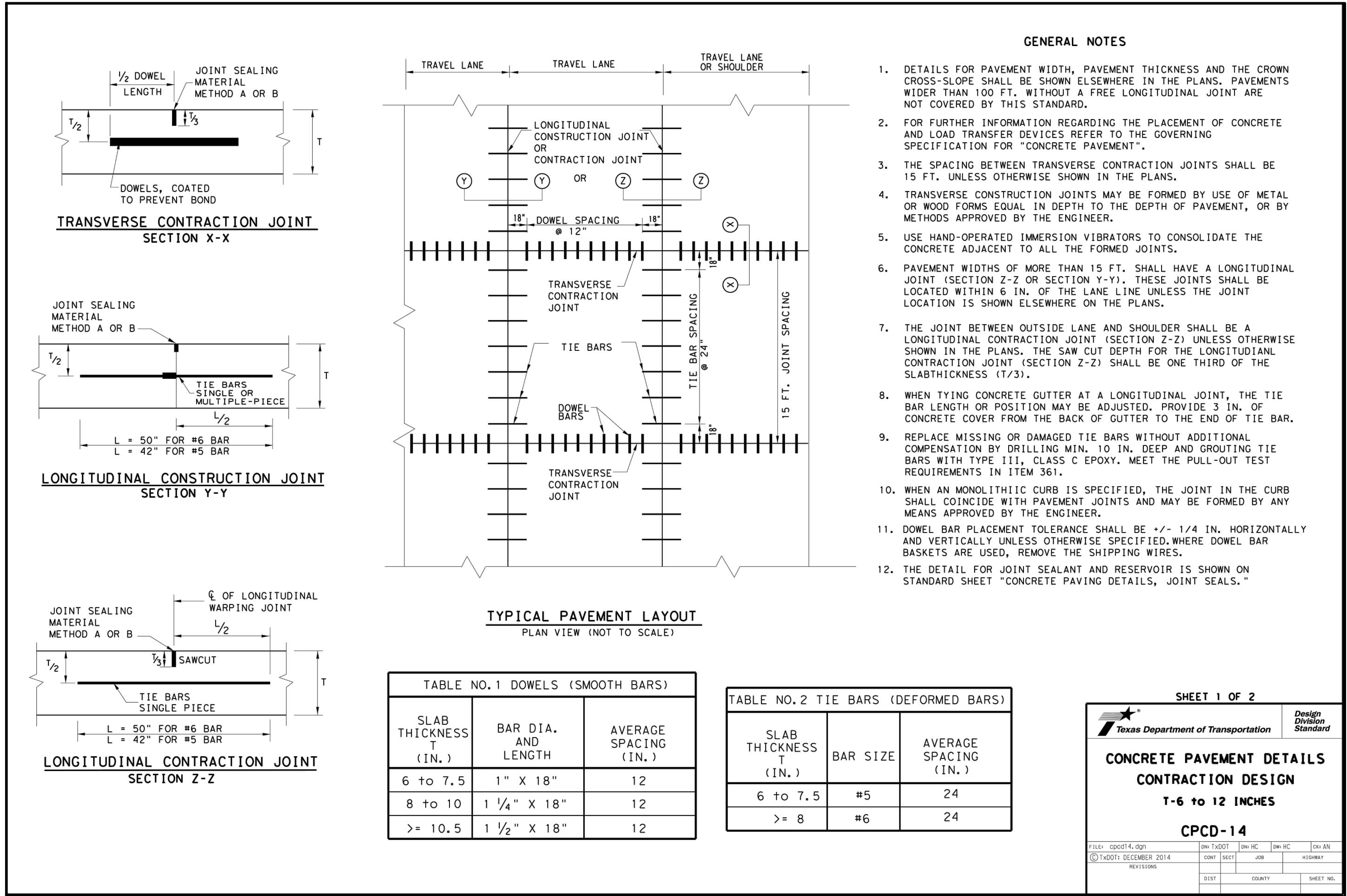
PRIVATE DRIVE



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DESIGNED BY: XX	BY	DR	09/23/21
DRAWN BY: XX	BY	DR	09/23/21
CHECKED BY: XX	BY	DR	09/23/21
APPROVED BY: XX	BY	DR	09/23/21
CONCRETE PAVEMENT SECTION ADDED			
REVISION			
4			
NO			
811			
Know what's below. Call before you dig.			
LANDDEV			
CONSULTING, LLC			
8200 NORTH MOPAC EXPY. SUITE 250			
AUSTIN, TX 78759			
OFFICE: 512.402.6878			
FIRM NO. 16384			
STATE OF TEXAS			
SHERVIN NOOSHIN			
LICENSED PROFESSIONAL ENGINEER			
02/25/2021			
PRIVATE DRIVE A PLAN AND PROFILE			
WATER OAK NORTH			
SECTION 6			
GEORGETOWN, WILLIAMSON, TEXAS			
SHEET 32 OF 90			



811
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FIRM NO. 16384

STATE OF TEXAS
SHERWIN NOOSHIN
LICENSED PROFESSIONAL ENGINEER
03/16/2021

CONCRETE PAVEMENT DETAILS
WATER OAK NORTH
SECTION 6
GEORGETOWN, WILLIAMSON, TEXAS

DESIGNED BY: XX
DRAWN BY: XX
CHECKED BY: XX
APPROVED BY: XX
SHEET CP OF 90