

STATE OF TEXAS

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COUNTY OF WILLIAMSON

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## DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”) is entered into as of the Effective Date (as defined below), by and between Williamson County, Texas, a political subdivision, (“County”) and V-Tex Logistics LLC, a Delaware limited liability company (“Owner”). The County and Owner are each sometimes individually referred to herein as a “Party” and they are sometimes collectively referred to herein as the “Parties”.

### RECITALS

A. Owner has acquired a parcel of land located on Chandler Road west of North CR 366 in the extraterritorial jurisdiction (“ETJ”) of the city of Taylor in Williamson County, Texas consisting of approximately 58.1 acres of land, as more particularly described in Exhibit “A” attached hereto and made a part hereof for all purposes (the “Land”).

B. Owner desires to construct a fuel distribution terminal on the Land and, in connection therewith, is seeking the County’s support and assurances regarding the Owner’s ability to construct certain improvements within the Chandler Road right-of-way.

C. Owner and the County desire to enter into this Agreement to set forth the terms and conditions upon which Owner will construct the aforementioned road improvements.

### AGREEMENTS

**NOW, THEREFORE**, for and in consideration of the promises and mutual agreements of the Parties set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated herein for all purposes.

2. Certain Definitions. As used in this Agreement, the following terms have the following respective meanings:

a. “Effective Date” means the date on which this Agreement becomes signed by both Parties, as established by reference to the latest of the dates set forth in the acknowledgments of the Parties, below.

b. “Project” means a terminal for the receipt, storage and distribution of motor fuels and related products, including gasoline, diesel, ethanol, biodiesel, and mixtures thereof, such terminal to include (i) a 5-bay truck loading rack, (ii) approximately 500,000

barrels of storage (in multiple tanks) for gasoline, diesel, ethanol, biodiesel, transmix and fuel additives, (iii) interconnections to a pipeline that will supply refined products from facilities located in Houston, Texas and elsewhere, (iv) a terminal office, (v) related signage, utilities, pavement, piping, pumps, valves and other related facilities and equipment, and (vi) any expansions or modifications to any of the foregoing. A conceptual site plan depicting key elements of the Project as currently contemplated is attached hereto as Exhibit "B" and made a part hereof for all purposes.

c. "Property" means the Land, together with all minerals, improvements and personal property located in, on, under or at the Land, whether such minerals, improvements or personal property are owned, leased or possessed by Owner; provided, however, that for the avoidance of doubt, the Property shall not include any gasoline, diesel, ethanol, biodiesel or other products owned by third parties and being stored or otherwise handled by Owner for such third parties at the Land.

d. "Road Project" means the construction and widening of Chandler Road to include turning and acceleration lanes to facilitate left turns into the Project by vehicles heading eastbound on Chandler Road and acceleration for vehicles heading westbound on Chandler Road out of the terminal.

e. "Road Project Improvements" means the completed turning and acceleration lanes to be constructed during the Road Project.

3. County Consideration. In return for Owner's construction of the Road Project and subsequent dedication of such improvements to the County, County agrees to allow Owner to utilize existing Chandler Road right-of-way for unlimited access to the Project at the location shown on Exhibit "B", attached hereto.

4. Term and Termination.

a. This Agreement shall be effective for a term (the "Term") commencing on the Effective Date and expiring upon completion of the Road Project and execution of the Bill of Sale (defined below), unless terminated earlier in accordance with the terms of this Agreement. In any event, however, the Owner will commence the design of the Road Improvement Project after the execution of this Agreement by both parties, and shall complete construction of the Road Improvement Project by December 31, 2019 unless an extension of the Term is granted pursuant to the terms set out herein.

b. The County understands and acknowledges that Owner will not commence construction of the Project (and this Agreement shall not be recorded) unless and until Owner has obtained all requisite licenses, permits, consents, approvals and authorizations from the appropriate governmental authorities necessary for the lawful construction and operation of both the Project and the related petroleum products pipeline that Owner intends to construct between Hearne, Texas and the Land in order to supply the Project (collectively, the "Governmental Authorizations"). Notwithstanding anything to the contrary in this Agreement, Owner shall have the right to terminate this Agreement by written notice to the County if Owner has not obtained all Governmental Authorizations

by July 1, 2019. Upon any termination of this Agreement by Owner in accordance with this Section 3.b., this Agreement shall become null and void and neither Party shall have any further rights or obligations hereunder

c. The Term of this Agreement may be extended for an additional period or periods of time upon mutual written agreement of the Parties hereto.

d. Promptly after the County's approval of this Agreement and Owner's receipt of all Governmental Authorizations, County shall cause this Agreement to be recorded in the Official Records of Williamson County at Owner's expense. Upon the expiration or earlier termination of this Agreement for any reason other than pursuant to Section 3.b., the Parties agree to promptly execute, acknowledge and cause to be recorded (at Owner's expense) a public notice of such expiration or termination, in form and substance mutually acceptable to the Parties.

5. Development Standards. Owner agrees to design and construct the Road Project in compliance with the plans and specifications as prepared by Pape-Dawson Engineers on March 13, 2019 (the "Plans and Specs"), which such Plans and Specs are incorporated herein by reference. Owner agrees to submit all final design plans (the "Final Design Plans") to County prior to commencement of construction of the Road Project.

6. Dedication of Road Project Improvements. Upon completion of the Road Project in accordance with the Plans and Specs and Final Design Plans, Owner shall dedicate the Road Project Improvements to the County by a bill of sale (the "Bill of Sale") in substantially the same form as that attached hereto as Exhibit "C". Owner shall cause any and all construction warranties provided to Owner in its contract with its contractor to be transferred and assigned to the County.

7. Maintenance. After completion and dedication of the Road Project Improvements to the County, the County will assume ownership and maintenance responsibility for the Road Project Improvements.

8. Default. Should either Party default in any of its obligations hereunder, the non-defaulting party shall provide the defaulting party notice of the default within thirty (30) days of discovery of the default. The defaulting party shall have thirty (30) days after receipt of written notice thereof from the non-defaulting Party to cure such default. If the defaulting party does not cure the default within such 30-day period, then the non-defaulting Party shall be entitled to terminate this Agreement by written notice to the other Party and pursue any other remedies that may be available to the non-defaulting Party at law or in equity (including suit for specific performance or other equitable relief, if appropriate); provided, however, that with respect to any default other than failure to pay any sum when due hereunder, if such default is susceptible of cure but cannot reasonably be cured with the aforesaid 30-day period, and if the defaulting Party has commenced to cure such default within said 30-day period and is diligently prosecuting such cure, then the defaulting Party shall be afforded an additional reasonable period of time (not to exceed ninety (90) additional days) to effect such cure. The provisions of this Section 8 are in addition to, and not in lieu of, any other rights and remedies expressly set forth elsewhere in this Agreement.

9. Insurance and Indemnification.

a. Insurance. Owner shall obtain and maintain throughout the construction of the Road Project the insurance coverages stated in this Section. Prior to commencement of construction on the Road Project, Owner shall provide an insurance certificate acceptable to the County reflecting such insurance policies. Owner shall not cause or permit any insurance policy to lapse or be cancelled prior to or during the Road Project and shall pay all premiums, deductibles and self-insured retentions, if any, stated in the policies. The County, its officials, employees and agents shall be named as additional insureds on all coverages required by this Section. Owner shall obtain and maintain the following insurance coverages:

(i) Commercial general liability insurance with a minimum combined single limit of \$1,000,000 per occurrence and a minimum \$1,000,000 aggregate including products and completed operations and contractual liability coverage.

(ii) Comprehensive business automobile liability insurance with a minimum combined single limit of \$500,000 including coverage for all owned, non-owned and hired autos.

Only insurance written by a company with an AM Best rating of no less than a B+ VII and in good standing with the Texas State Board of Insurance shall be acceptable to the County.

b. Indemnity. Owner shall, to the extent of its negligence, indemnify, and hold the County, its officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the negligence or willful misconduct of Owner, or its agents, employees or subcontractors, or any participant or attendee of the Road Project arising from, associated with, or otherwise relating to the Road Project, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of County (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim. Maintenance of the insurance required under these Terms of Use shall not limit Owner's obligations under this paragraph.

#### 10. Miscellaneous Provisions.

##### a. Successors and Assigns.

i. Owner shall not be entitled to assign this Agreement or any of Owner's rights or obligations hereunder to any other person or entity without the prior written consent of the County; provided that Owner shall have the right (with notice to, but without having to obtain the consent of, the County) to assign its rights and obligations under this Agreement to any Affiliate of Owner to whom Owner transfers title to all, but not less than all, of the Owner's Property thereon. As used in the immediately preceding sentence, the term "Affiliate" means any entity that controls, is controlled by or is under common control with Owner, where the term "control" and its derivatives means the power to direct the overall

management and policies of an entity, whether through the ownership of a voting majority of the ownership interests in such entity, by contact, or otherwise. The foregoing provisions of this Section 10.a.i. shall not operate or be construed as a restraint on Owner's ability to transfer title to the Land, but if Owner transfers title to all or any portion of the Land to any person or entity (other than an Affiliate of Owner acquiring the entirety of the Land) without the County's written consent, this Agreement shall automatically terminate as to the entirety of the Land effective as of the instant of such transfer. Notwithstanding the foregoing, the provisions of this Section 10.a.i. shall not apply to any (i) transfer of a portion, but not all, of the Land to a governmental authority or other entity with the power of eminent domain, as a result of any actual or threatened condemnation, or (ii) grant of an easement, lien or other similar interest in or affecting the Land, if Owner retains fee ownership thereafter.

ii. This Agreement is a covenant running with title to the Land and shall be binding upon and inure to the benefit of County and Owner and their respective successors and permitted assigns.

b. Force Majeure.

i. In the event either party is rendered unable by force majeure to carry out any of its obligations under this Agreement, in whole or in part, then the obligations of that party, to the extent affected by the force majeure will be suspended during the continuance of the inability, provided however, that due diligence is exercised to resume performance at the earliest practical time. As soon as reasonably possible after the occurrence of the force majeure relied upon to suspend performance, the party whose contractual obligations are affected thereby must give notice and full particulars of the force majeure to the other party. The cause, as far as possible, must be remedied with all reasonable diligence.

ii. The term "force majeure" includes acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightening, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, restraints of government and civil disturbances, explosions, breakage or accidents to equipment, pipelines or canals, partial or complete failure of water supply, and any other inability of either party, whether similar to those enumerated or otherwise, that are not within the control of the party claiming the inability and that could not have been avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts is entirely within the discretion of the party having the difficulty and that the requirement that any force majeure be remedied with all reasonable dispatch will not require the settlement of strikes and lockouts by acceding to the demands of the opposing party if the settlement is unfavorable in the judgment of the party having the difficulty.

c. Entirety. This Agreement comprises the entire agreement between the County and Owner and there are no conversations, understandings, agreements, conditions or representations, express or implied with reference to the subject matter hereof that are not merged herein or superseded hereby.

d. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of laws, rules or principles as applied in Texas. Venue for any action brought under or in connection with this Agreement shall lie exclusively in the courts of competent jurisdiction of Williamson County, Texas, and any appellate courts with jurisdiction over matters brought in such courts.

e. Amendment. This Agreement cannot be amended or modified, nor can any provision hereof be waived, except by a written instrument duly executed by both Parties (in the case of an amendment or modification) or by the Party to be charged (in the case of a waiver).

f. Non-waiver. Failure of either Party to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

g. Notices. All notices required or permitted under this Agreement shall be given by (i) prepaid first-class mail, registered or certified, return receipt requested, or (ii) recognized overnight courier with tracking capability. All notices hereunder shall be addressed as follows:

If to the County:

County Judge  
710 Main Street, Suite 101  
Georgetown, Texas 78626

If to Owner:

V-TEX Logistics LLC  
One Valero Way  
San Antonio, TX 78249  
Attention: Fred Hampton, Vice President

Notices made by registered or certified mail shall be deemed given two (2) days (excluding Saturdays, Sundays and postal holidays) after deposit with the U.S. Postal Service, properly addressed and prepaid. Notices given by recognized overnight delivery service shall be deemed given when delivery actually occurs. Either Party may change its address for notice by providing the other Party notice thereof in accordance herewith.

h. Authority. Each Party represents and warrants that the person executing this Agreement on behalf of such Party has been duly authorized to do so by all requisite actions on the part of such Party (and in the case of the County, in full compliance with all applicable County ordinances), and in so doing shall bind such Party to all of the provisions hereof.

i. Construction. Each Party is sophisticated in the matters covered by this Agreement and was represented by counsel of such Party's choosing in connection with the drafting and negotiation of this Agreement. As such, each Party waives any rule of construction or interpretation that would require any provision of this Agreement to be construed in favor of or against either Party on the basis of which Party drafted such provision.

j. Savings Clause. In the event any provision herein shall be judicially interpreted or held to be invalid, illegal or otherwise unenforceable by reason of any rule of law or public policy, then (i) the other provisions of this Agreement shall remain in full force and effect, and (ii) the provision held to be invalid, illegal or unenforceable shall, to the fullest extent permitted by law, be reformed to the minimum extent necessary to render such provision valid, legal and enforceable and in such a manner as to preserve to the fullest extent possible the original economic and legal intent of the Parties.

k. Rules of Construction. The following rules of construction shall apply to this Agreement: (i) words in the singular shall include the plural, and vice versa; (ii) the words "include", "includes" and "including" are not limiting; (iii) references herein to a "Section" shall mean the corresponding section of this Agreement and are included for convenience of reference only and not to enlarge or limit the scope or meaning of any sections; (iv) the words "hereof", "herein" and "hereunder" and words of similar import shall refer to this Agreement as a whole, and not to any particular provision of this Agreement; and (v) the "\$" sign refers to currency of the United States of America.

l. Counterparts. This Agreement may be executed in multiple counterparts, all of which shall constitute but one and the same instrument.

m. Time. Time is of material importance to this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.

n. No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture among the Parties. The County, its past, present and future officers, elected officials, employees and agents of the County, do not assume any responsibilities or liabilities to any third party in connection with the construction of the Road Project Improvements.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the dates set forth in the acknowledgments of the Parties below, to be effective, however, as of the Effective Date.

County  
Williamson County, Texas

By: \_\_\_\_\_  
Bill Gravell, Jr.  
County Judge

STATE OF TEXAS           §  
  §  
COUNTY OF WILLAMSON   §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2019, by Bill Gravell, Jr., County Judge for Williamson County, Texas, a political subdivision, on behalf of said County and in the capacity herein stated.

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

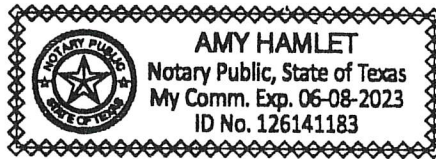
Owner  
V-Tex Logistics LLC

By: [Signature]  
Printed Name: James V. Stegall  
Title: Vice President

STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR       §

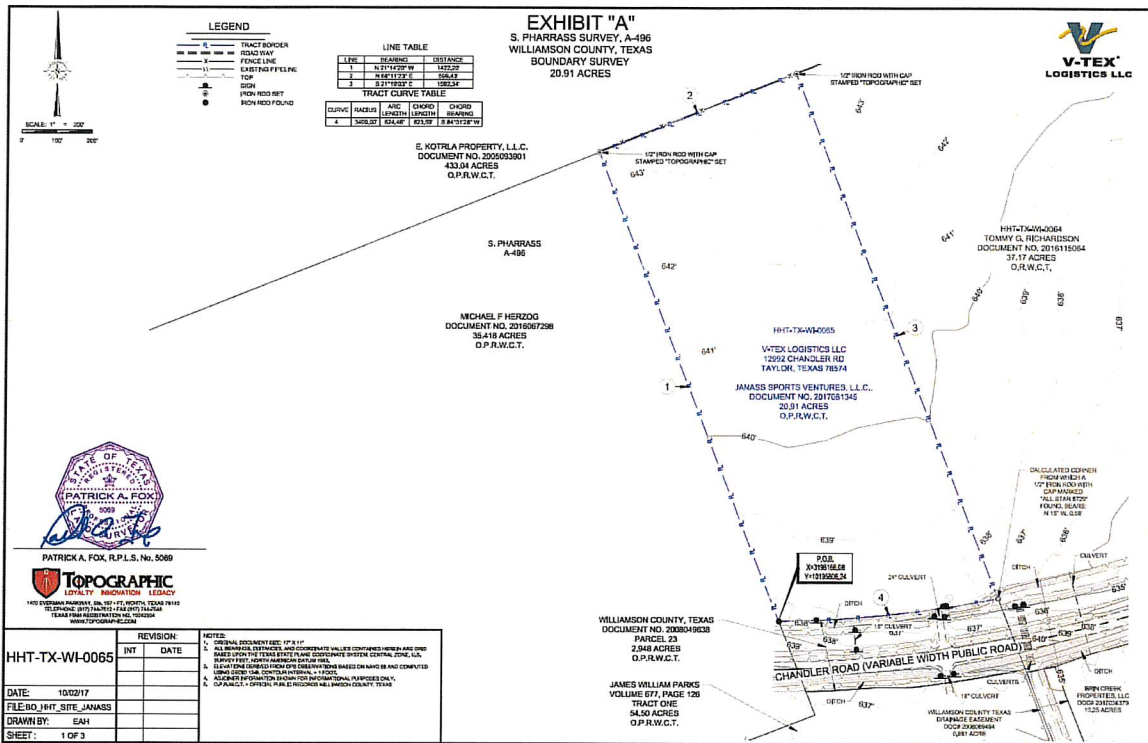
This instrument was acknowledged before me on the 20th day of June, 2019, by James V. Stegall, the Vice President of V-Tex Logistics LLC, a Delaware limited liability company, on behalf of said company.

[Signature]  
\_\_\_\_\_  
Notary Public, State of Texas



# Exhibit A

## Description of the Land



A 20.91 acre tract of land, situated in the Samuel Pharrass Survey, Abstract No. 496, Williamson County, Texas, being the same land described as a 20.93 acre tract of land in Special Warranty Deed with Vendor's Lien to Janass Sports Ventures, L.L.C., a Texas limited liability company, recorded as Document No. 2017081345, Official Public Records of Williamson County, Texas (O.P.R.W.C.T.), and said 20.91 acre tract of land being the same land described as a 20.93 acre tract of land in Exhibit "A" attached to a General Warranty Deed recorded as Document #2017045259, O.P.R.W.C.T., which 20.91 acre tract of land is more particularly described by metes and bounds as follows:

**BEGINNING (P.O.B.)** at a found 1/2-inch iron rod with cap marked Triad Surveying RPLS 5952, at the common South corner of a 37.409 acre tract of land, described in deed to Jona Enterprises, L.L.C., recorded in Document No. 2016066924, O.R.W.C.T., the Northeast corner of a 35.418 acre tract of land, described in deed to Michael F. Herzog, recorded in Document No. 2016067298, O.R.W.C.T., and being in the North right-of-way line of Chandler road, for the Southwest corner this tract;

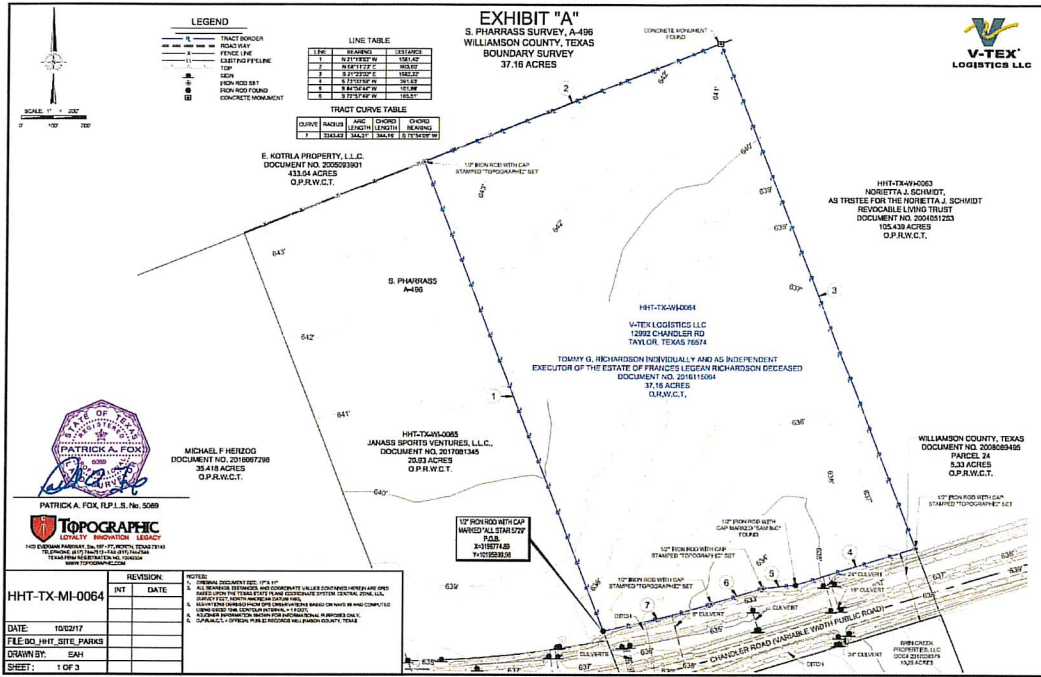
**THENCE** North 21°14'20" West, along the East line of said Jona Enterprises, 37.409 acres, and West line of the Janass Sports Ventures, L.L.C., 20.91 acres, a distance of 1422.20 feet, to a 1/2-inch iron rod with cap marked "TOPOGRAPHIC" set in the South line of a 433.04 acre tract of land, described in deed to E. Kotrla Property, L.L.C., recorded in Document No. 2005093901, O.R.W.C.T., for the Northwest corner of this tract;

**THENCE** North 66°11'23" East, along the South line of said Kotrla, 433.04 acres, the North line of said 20.91 acres, and generally with a fence line, a distance of 599.43 feet, to a 1/2-inch iron rod with cap marked "TOPOGRAPHIC" set, at the Northwest corner of called 37.17 acre tract of land, Tommy G. Richardson (executor), Estate of Francis Lgean Richardson (deceased), recorded in Document No. 2016115064, O.R.W.C.T. for the Northeast corner this tract;

**THENCE** South 21°19'03" East, along the West line of said Richardson, 37.17 acre tract, and East line of said 20.91 acres, a distance of 1592.34 feet, to the North right-of-way line of Chandler road, for the Southeast corner of this tract, from which a found 1/2-inch iron rod with cap marked "A" Star 5729" bears: North 15° West, a distance of 0.58 feet;

**THENCE** Westerly, along the North right-of-way line of Chandler road and arc of a curve to the right, having a radius of 3400.00 feet, a chord bearing and distance of S 84°01'28" W = 623.59 feet, an arc distance of 624.46 feet, to the POINT OF BEGINNING (P.O.B.), containing 20.91 acres of land.

All bearings and distances contained herein are grid, based upon the Texas State Plane Coordinate System, Central Zone, of the North American Datum 1983, in U.S. Survey Feet.



A 37.16 acre tract of land, situated in the Samuel Pharrass Survey, Abstract No. 496, Williamson County, Texas, being out of a 52.74 acre tract of land described in a Partition Deed to Lgean Parks Richardson, recorded in Volume 677, Page 126, Official Public Records of Williamson County, Texas (O.P.R.W.C.T.), said 37.16 acre tract of land being the same land described as a 37.17 acre tract of land (called Tract 3) in Exhibit "C" attached to a General Warranty Deed recorded as Document #2017045259, O.P.R.W.C.T., which 37.16 acre tract of land is more particularly described by metes and bounds as follows:

BEGINNING (P.O.B.) at a found 1/2-inch iron rod with cap marked "All Star 5729", in the North right-of-way line of Chandler road, and East line of a called 20.93 acre tract of land, described in deed to Janass Sports Ventures, L.L.C., recorded in Document No. 2017081345, O.R.W.C.T., for the Southwest corner of this tract;

THENCE North 21°19'03" West, along the East line of said Janass Sports, called 20.93 acre tract, a distance of 1561.40 feet, to a 1/2-inch iron rod with cap marked "TOPOGRAPHIC" set in the South line of a 433.04 acre tract of land, described in deed to E. Kotrla Property, L.L.C., recorded in Document No. 2005093901, O.R.W.C.T., and North line of this tract, for the Northwest corner of this tract;

THENCE North 68°11'23" East, along the South line of said Kotrla, 433.04 acres, and North line of this tract, and generally with a fence line, a distance of 993.60 feet, to a found concrete monument, at the Northwest corner of a 105.439 acre tract of land, described in deed to Norietta J. Schmidt, recorded in Document No. 2004051253, O.R.W.C.T., and the Northeast corner of this tract;

THENCE South 21°23'02" East, along the West line of said Schmidt, 105.439 acre tract, and East line of this tract, a distance of 1682.22 feet, to a 1/2-inch iron rod with cap marked "TOPOGRAPHIC" set in the North right-of-way line of Chandler road, for the Southeast corner of this tract;

THENCE Westerly, along the North right-of-way line of Chandler road and South line of this tract as follows:

South 73°00'59" West, a distance of 391.93 feet, to a found 1/2-inch iron rod with cap marked "SAM INC";

South 84°04'44" West, a distance of 101.88 feet, to a 1/2-inch iron rod with cap marked "TOPOGRAPHIC" set;

South 72°57'49" West, a distance of 165.51 feet, to a 1/2-inch iron rod with cap marked "TOPOGRAPHIC" set, at the beginning of a curve to the right;

Westerly, along the arc of said curve to the right, having a radius of 3343.43 feet, a chord bearing and distance of S 75°54'08" W - 344.16 feet, an arc distance of 344.31 feet, to the POINT OF BEGINNING (P.O.B.), containing 37.16 acres of land.

All bearings and distances contained herein are grid, based upon the Texas State Plane Coordinate System, Central Zone, of the North American Datum 1983, in U.S. Survey Feet,



**Exhibit C**  
**Bill of Sale**

**BILL OF SALE**

V-Tex Logistics LLC, a limited liability company, with an address of One Valero Way, San Antonio, Texas 78249 (“Assignor”), for Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby assigns, sets over, transfers and delivers, as of the Effective Date hereof, to Williamson County, Texas, a political subdivision, with an address of 710 Main Street, Suite 101, Georgetown, Texas 78626 (“Assignee”), all of Assignor’s right, title, and interest in and to those certain improvements constructed by Assignor and made up of a turning and acceleration lane for vehicles heading westbound on Chandler Road out of Assignor’s property located off of Chandler Road west of North CR 366 in the extraterritorial jurisdiction of the City of Taylor in Williamson County, Texas (collectively, the “Property”).

THE PROPERTY CONVEYED HEREBY IS CONVEYED “AS IS,” “WHERE IS” AND “WITH ALL FAULTS” AND ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AS TO THE PROPERTY’S MERCHANTABILITY, MARKETABILITY, CONDITION, OR FITNESS OR SUITABILITY FOR ANY PARTICULAR USE OR PURPOSE. THIS INSTRUMENT SHALL GOVERN IN THE EVENT OF ANY CONFLICT BETWEEN IT AND ANY PRIOR OR CONTEMPORANEOUS REPRESENTATION, DOCUMENT OR AGREEMENT MADE OR EXECUTED BY ASSIGNOR OR ANY OF ITS AGENTS, EMPLOYEES OR REPRESENTATIVES.

This instrument is made and accepted subject to (a) any and all matters of record, (b) any matters which a survey would reveal, (c) liens for taxes not yet delinquent, (d) all consents, approvals, authorizations or permits of, or filings with or notifications to, any person or entity which is required to be obtained, made or complied with for or in connection with any sale, assignment, transfer or encumbrance of the Property or any portion thereof (collectively, the “Approvals”), and (e) the rights reserved to or vested in any governmental authority to control or regulate any of the Property and all applicable laws of such authorities.

TO HAVE AND TO HOLD the Property unto Assignee, its successors and assigns forever, such that neither Assignor, nor any successor or assign of Assignor, shall have, claim or demand any right, title, interest or estate therein or with respect thereto, and subject to the matters set forth above.

This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Texas, and is binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. This instrument is executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

*[signatures contained on the next page]*

DATED to be effective \_\_\_\_\_, \_\_\_\_\_ (the "Effective Date").

ASSIGNOR:

V-Tex Logistics LLC

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

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

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

ASSIGNEE:

Williamson County, Texas

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

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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/05/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh USA Inc. 500 Dallas Street, Suite 1500 Houston, TX 77002  CN101-505-1-Valer-GAW-19-20	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS:	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> V-Tex Logistics LLC One Valero Way San Antonio, TX 78249	<b>INSURER A:</b> ACE American Insurance Company	<b>NAIC #</b> 22667
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** HOU-003525659-01                      **REVISION NUMBER:** 4

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR: \$1,000,000  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		XSL G71233819	05/01/2019	05/01/2020	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 1,000,000
						PRODUCTS - COMP/OP AGG	\$ 1,000,000
							\$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY		ISA H25280416	05/01/2019	05/01/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A			PER STATUTE	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The County, its officials, employees and agents are included as additional insured where required by written contract.

<b>CERTIFICATE HOLDER</b>  Williamson County Attn: James R. Williams, P.E.- Senior Engineer County Engineer's Office 3151 S.E. Inner Loop, Suite B Georgetown, TX 78626	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> of Marsh USA Inc.  Manashi Mukherjee <i>Manashi Mukherjee</i>
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