

**AGREEMENT REGARDING
RELOCATION OF PIPELINE IMPROVEMENTS
(FM 3349 PROJECT)**

THE STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

THIS AGREEMENT REGARDING RELOCATION OF PIPELINE IMPROVEMENTS (“**Agreement**”) is entered into between Flint Hills Resources Corpus Christi, LLC (the “**Company**”) and Williamson County, a political subdivision of the State of Texas (the “**County**”). In this Agreement, the Company and the County are sometimes individually referred to as “**a Party**” and collectively referred to as “**the Parties**”.

WHEREAS, the County is and has been in the process of realigning and improving a portion of FM 3349 (the “**County Project**”); and

WHEREAS, some of the proposed FM 3349 roadway improvements include the widening of the right-of-way into easements in which the Company’s pipeline is located (“**Pipeline**”) ; and

WHEREAS, the parties have determined that, because of the County Project, the relocation of Company’s Pipeline is necessary (“**Relocation Project**”); and

WHEREAS, the preliminary areas for the relocation of the Pipeline affected by the County Project are attached hereto as Exhibit “**A**”; and

WHEREAS, this Agreement sets forth the terms and conditions pursuant to which the County shall be responsible for all costs to relocate the Pipeline, including costs to acquire new easements on behalf of the Company.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

**I.
STATEMENT OF INTENT**

1.01 General. The purpose of this Agreement is to provide for the parties’ co-operation in the relocation of the Pipeline.

1.02 County Acquisition of Easements for Pipeline. The County will, at its own expense, acquire new easements/easement amendments on behalf of Company for the Relocation Project at the locations shown on Exhibit “**A**”.

1.03 Document Approval. For acquisition of new easements/easement amendments, the County shall utilize document templates previously provided by the Company and attached hereto as Exhibits "B-C" ("Easement Forms"). Each draft document which otherwise proposes to modify the approved Easement Forms shall be submitted to Company for approval prior to execution of the modified easement/easement amendment by the landowner.

II. DISPUTES

2.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

2.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in money damages alone, the Parties agree that after providing notice and an opportunity to cure in accordance with Section 4.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

2.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

III. GENERAL PROVISIONS

3.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.

3.02 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

3.03 Payments from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues available to the Party for such purpose.

3.04 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

3.05 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the County Project shown in the Project Plans.

3.06 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

3.07 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

3.08 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; or (ii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

COMPANY:

Flint Hills Resources, LLC
ATTN: William Randy Couch
8125 Up River Rd
Corpus Christi, Texas 78409
Telephone: (361) 878-5486

COUNTY:

Williamson County
710 Main Street, Suite 101
Georgetown, Texas 78626
Attn: Judge Bill Gravell
Telephone: (512) 943-1577

3.09 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

3.10 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

(SIGNATURES ON THE FOLLOWING PAGES)

FLINT HILLS RESOURCES CORPUS CHRISTI, LLC:

DocuSigned by:
Lance Baker
D12C50DB08184E8...
Printed Name: Lance Baker
Title: Operations Manager
Date: August 30, 2021

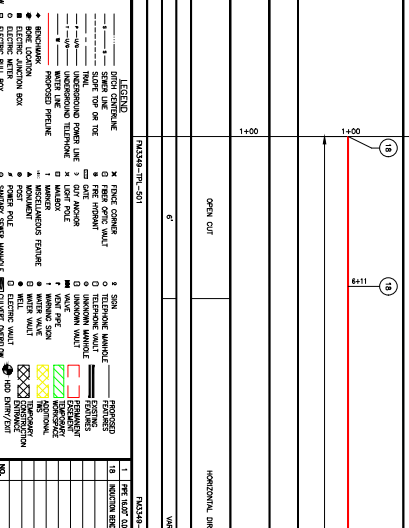
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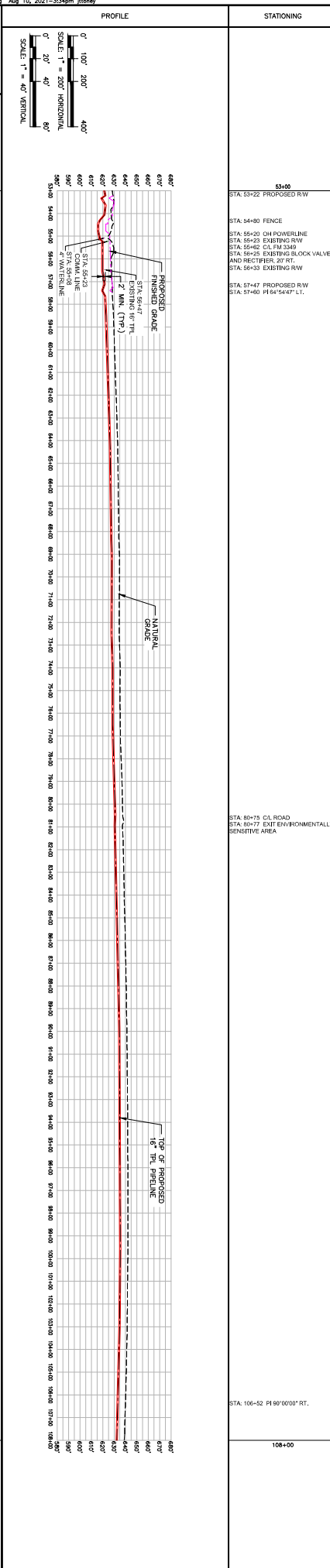
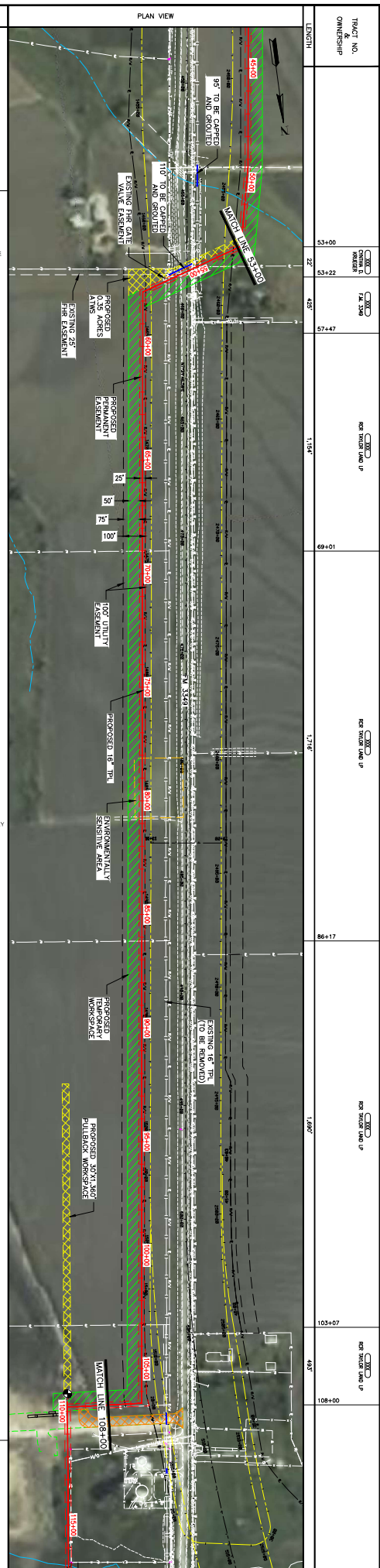
Nancy E. Rister
Nancy Rister, County Clerk

WILLIAMSON COUNTY:

By: William W. Gravell, Jr.
William Gravell, Jr., County Judge
Date: September 14, 2021

EXHIBIT "A"

TRACT NO. & OWNERSHIP		WALTON CORNER LLC		DRIVEWAY		CITY OF HUNTSVILLE		PA. STATE HOLDINGS LLC		WILSON M. HENDERSON & MICHAEL E. HENDERSON		COUNTRY ROAD 132		MICHAEL E. HENDERSON		COUNTRY ROAD 132	
LENGTH		1+00		7+41		7+71		12+41		22+79		40+49		40+99		53+00	
		441'		30'		460'		1,218'		1,770'		50'		837'		344'	
PLAN VIEW																	
STATIONING		STA 1+00 PROPOSED TIE-IN P1 71°13'31" LT.															
		STA 6+11 HDD ENTRY POINT P1 60°22'34" RT.															
		STA 7+41 ROAD ROW															
		STA 7+48 CL ROAD															
		STA 7+71 ROAD ROW															
		STA 8+34 ENTER ENVIRONMENTALLY SENSITIVE AREA															
		STA 10+05 EXIT ENVIRONMENTALLY SENSITIVE AREA															
		STA 10+82 CL BOGGY CREEK															
		STA 16+11 HDD ENTRY POINT P1 60°22'34" RT.															
		STA 16+18 CL ROAD															
		STA 16+21 ROAD ROW															
		STA 16+24 ENTER ENVIRONMENTALLY SENSITIVE AREA															
		STA 17+73 ENTER ENVIRONMENTALLY SENSITIVE AREA															
		STA 21+17 EXIT ENVIRONMENTALLY SENSITIVE AREA															
		STA 23+30 HDD EXIT POINT P1 6°20'19" LT.															
		STA 40+49 ROAD ROW															
MATERIAL																	
CONSTRUCTION METHOD		OPEN CUT															
WETLANDS/WATERWAYS		NONE															
BIOHAZARD AND EROSION CONTROL		NONE															
AC/TP MITIGATION		NONE															
SOIL SEPARATION		NONE															
REFERENCE DRAWINGS		T.B.A.															
LEGEND																	
MATERIAL SUMMARY		T.B.A.															
REVISIONS		T.B.A.															
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WILLIAMSON COUNTY, TEXAS		WILLIAMSON COUNTY, TEXAS															
ALUMINUM SHEET		ALUMINUM SHEET															
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WILLIAMSON COUNTY, TEXAS		WILLIAMSON COUNTY, TEXAS															
ALUMINUM SHEET		ALUMINUM SHEET															
WILLIAMSON COUNTY, TEXAS		WILLIAMSON COUNTY, TEXAS															
16																	



03/21/400 PWS	
05' AOD	
MATERIAL	
STANDARD AND EROSION CONTROL	
WETLANDS/WATERWAYS	
CONSTRUCTION METHOD	
42" DEPTH MITIGATION	
MIN DEPTH OF COVER	
SOIL SEGREGATION	
REFERENCE DRAWINGS	
NOTES & LEGEND	
MATERIAL SUMMARY	
REVISIONS	
DRAWING INFO	
PROJECT INFO	
SHEET 2 OF 3	



16 TPL (AUSTIN TO WACO)
PIPELINE RELOCATION
10500 FT LENGTH
ALBUQUERQUE STREET
WILLIAMSON COUNTY, TEXAS

DATE: 8/29/2021
DRAWN BY: JRTNEY
CHECKED BY: JRTNEY
APPROVED BY: JRTNEY
SCALE: 1"=200'

DOCUMENT DRAFTED BY:
Flint Hills Resources, LC
3120 117th St. E.
Inver Grove Heights, MN 55077
WHEN RECORDED, MAIL TO:
Same as above
Attn: ROW Department – NAB

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

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS THAT:

1. Easement granted
2. Easement granted
3. Assignment and Assumption Agreement by and between Flint Hills Resources, LP, a Delaware limited Partnership (“Assignor”) and Flint Hills Resources Corpus Christi, LLC, a Delaware limited liability company (“Assignee”) effective November 1, 2010, recorded in Document 2010078119, Official Records of Williamson County, Texas.

4. **Parties Bound.** This Amendment shall be binding upon and inure to the benefit of Grantor and Grantee, and their respective permitted successors and assigns, as provided in the Easement. Except as amended by the terms of

this Amendment, the Easement and the rights and obligations of the Grantor and Grantee thereunder shall be and remain in full force and effect and are hereby ratified and affirmed.

5. **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.

6. **Governing Law.** This Amendment shall be governed by and construed in accordance with the internal laws of the State of Texas.

Signatures on following page

IN WITNESS WHEREOF, the parties have caused this Amendment to be effective on the Effective Date.

GRANTOR:

STATE OF TEXAS

§

§

COUNTY OF _____

§

Subscribed and sworn to before me this _____ day of _____, 2021, by
_____, in the capacity and for the purposes and consideration recited herein.

Notary Public, State of Texas

Printed Name: _____

My Commission Expires: _____

GRANTOR:

STATE OF TEXAS

§
§
§

COUNTY OF _____

Subscribed and sworn to before me this _____ day of _____, 2021, by
_____, in the capacity and for the purposes and consideration recited herein.

Notary Public, State of Texas

Printed Name: _____

My Commission Expires: _____

ACCEPTED:

**FLINT HILLS RESOURCES
CORPUS CHRISTI, LLC**

By: _____
Printed Name: Phil Gaarder
Title: Executive Vice President-Operations

STATE OF _____ §
COUNTY OF _____ §

Subscribed and sworn to before me this _____ day of _____, 2021, by Phil Gaarder, the Executive Vice President-Operations of Flint Hills Resources Corpus Christi, LLC, a Delaware limited liability company, on behalf of said limited liability company.

Notary Public, State of _____
Printed Name: _____
My Commission Expires: _____

EXHIBIT "C"

RECORDING REQUESTED BY:

WHEN RECORDED, MAIL TO:

Same as above

Attn: _____

SPACE ABOVE FOR RECORDER'S USE

EASEMENT AGREEMENT

For and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, _____ ("Grantor"), does hereby grant unto **FLINT HILLS RESOURCES CORPUS CHRISTI, LLC, a Delaware limited liability company** ("Grantee"), having offices at 4111 East 37th Street North, Wichita, Kansas 67220, its successors and assigns, a right of way and easement on the terms set forth in this Easement Agreement.

- Pipeline Easement. Grantor grants Grantee a right of way and easement (the "Easement") to construct, maintain, operate, repair, replace, protect, and remove one (1), sixteen (16) inch pipeline the for the transportation of oil, gas and other petroleum products, said Easement being the width of the pipeline only and more particularly identified and described in Exhibit A, which exhibit is attached hereto and made a part hereof, together with the right to construct, operate, maintain, repair, replace, protect, and remove appurtenances to the above described pipeline (such pipeline and appurtenances being hereinafter referred to as the "Facilities"), together with the right of ingress and egress to and from said Facilities along said Easement (or other route approved in advance by Grantor) for the purpose herein granted, subject to the provisions hereof.
- Ingress/Egress. Grantee agrees that its right of ingress and egress is limited to the Easement (or other route approved in advance by Grantor) and to existing public roadways intersecting said Easement.
- Temporary Construction Workspace. During the initial installation and construction of the Facilities, Grantee shall have and is hereby granted a temporary workspace (the "Temporary Construction Workspace") as depicted and described in Exhibit A, or if not otherwise shown then of fifty 50 feet in width on one side of the area described on Exhibit A attached hereto. Grantee, its surveyors, agents, contractors, subcontractors and their respective employees may enter upon the Temporary Construction Workspace and may temporarily place and store equipment and materials on the Temporary Construction Workspace as necessary for installation and construction of the Facilities. Upon completion of the installation of the Facilities, Grantee will restore the Temporary Workspace, as nearly as practical, to the condition existing on the date hereof. Grantee's right to use the Temporary Construction Workspace will terminate and expire on the completion of the installation of the Facilities, but in no event longer than one year from the date of this Easement.
- Temporary Workspace. After initial construction of the Facilities, Grantee may use such workspace alongside and adjacent to the Facilities as needed for the purposes of maintenance, repair, inspection, and replacement of the Facilities, if and only if such property is available and not already occupied by a building, obstruction, utility, facility, pipeline or other structure, and only after first obtaining approval from Grantor, which shall not be unreasonably withheld. Upon completion of any

such maintenance, repair, inspection, or replacement, Grantee shall restore Grantor's property to the condition existing immediately prior to Grantee's use.

5. Legal Requirements. Grantee covenants and agrees that its use of the Easement and its operations conducted thereon shall at all times comply with all applicable local, state and federal laws, orders, rules, regulations, standards, licensing and other legal requirements (the "Legal Requirements") and Grantor's current rules and regulations, particularly, but not limited to, those regarding safety, cleanup and distribution and removal of soil. Grantee agrees to construct the Facilities in a prudent manner, in compliance with all Legal Requirements and good industry practices, and with due care for Grantor's property, business and operations. Grantee shall conduct its activities in such a manner as to not unduly interfere with or cause a disruption to Grantor's business, operations and property or those of other third parties crossing the Easement.

6. As-Built Survey. Upon completion of the construction of the Facilities, Grantee shall provide a copy to Grantor of the "as-built" survey showing the location of the Facilities. In the event that the actual location of the Facilities is, in Grantor's reasonable judgment, substantially different from the location of the Facilities as described on Exhibit A, Grantor and Grantee shall execute and file of record a "Correction Easement" that correctly shows the actual location of the completed Facilities.

7. Grantor's Reserved Rights. Grantor hereby reserves for itself, its successors and assigns, the right to use the Easement for any purpose and in any manner, including, but not limited to, the right to construct or to permit others to construct other pipelines alongside of and/or adjacent to Grantee's Facilities, the right to cross or to permit others to cross under or over Grantee's Facilities with pipelines, roads, streets, railroads, water lines, sewer lines, and other utilities or facilities, so long as such use does not interfere with the rights of Grantee hereunder.

8. Indemnification. **Grantee agrees to indemnify, defend, and hold Grantor, its related companies and affiliates, and their officers, directors, employees, and agents (collectively referred to hereinafter as "Indemnitees"), harmless from and against any and all claims, strict liability claims, demands, and causes of action (collectively, "Claims") for damage to property or the environment or injury to or death of persons that may in any way result from, grow out of, or arise in connection with the exercise by Grantee of any of the rights herein granted, except to the extent that such Claims result from Indemnitees' negligence.**

9. Relocation. During the term of this Easement Agreement, if Grantor determines that the location of the Facilities interferes with Grantor's use or development of Grantor's property, Grantor shall give Grantee written notice and Grantee agrees to relocate (within sixty (60) days after the request) the Facilities to another location on Grantor's property, at Grantee's expense. Grantor agrees to amend this Easement Agreement insofar as may be necessary to properly describe the new location of the Facilities.

10. Term/Abandonment. This Easement Agreement shall be effective as of the Effective Date and shall be perpetual. Notwithstanding the foregoing, if Grantee should abandon or cease to use or maintain the Facilities for a consecutive period of twelve (12) months or longer, then the Easement and the rights herein granted shall automatically terminate and revert to, and become property of, Grantor, its successors and assigns, without the necessity of Grantee executing a conveyance or release of same. Further, Grantee shall, at its sole cost and expense, within twelve (12) months following such termination, remove the abandoned Facilities and restore the land, including but not limited to surface or subsurface materials, ground water, soils and similar materials, to its condition on the date hereof, as nearly as practical. If Grantee fails to remove the Facilities and restore the land as provided for above, then Grantor, its successors and assigns, may at its sole option and at Grantee's sole expense, remove said Facilities and restore the land as provided for above. Underground pipelines may be abandoned in place if such

abandonment is (a) approved in writing by Grantor, in Grantor's sole discretion, and (b) does not present a hazard to or unduly interfere with Grantor's intended use of the Easement.

11. No Warranty. Grantor makes no warranties or representations regarding the present condition of the Easement and Grantee accepts the Easement in its "as-is" condition, without warranty of title and subject to all other easements, exceptions, reservations, rights, and encumbrances, either of record or evidenced physically on the Easement.

12. No Fee or Mineral Conveyance. It is understood that this grant of an Easement does not constitute a conveyance of the land described herein or of the minerals therein and thereunder but grants only the rights provided above.

13. Assignment. The rights granted herein shall not be assigned by Grantee without the written consent of Grantor, which consent shall not be unreasonably withheld.

14. Burdens Run with the Land. The obligations undertaken by Grantee hereunder shall be deemed covenants running with the land.

WITNESS the execution hereof this _____ day of _____, 2021
("Effective Date").

[signature pages follow]

GRANTOR:

By:_____

Printed Name:_____

Title: _____

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2021, by _____, the _____, in the capacity and for the purposes and consideration recited herein.

Notary Public, State of Texas

[Seal]

GRANTOR:

FLINT HILLS RESOURCES CORPUS CHRISTI, LLC,
a Delaware limited liability company

By: _____

Printed Name: _____

Title: _____

STATE OF KANSAS §
 §
COUNTY OF SEDGWICK §

This instrument was acknowledged before me on the ____ day of _____, 2021

, by Phil Gaarder as Executive Vice President - Operations for Flint Hills Resources Corpus Christi, LLC,
a Delaware limited liability company, on behalf of said limited liability Company.

[Seal]

Notary Public, State of _____
Printed Name of Notary: _____
My Commission Expires: _____

Exhibit A