

understands and agrees that College Station Independent School District is entitled to the, rights, protections and limitations which Title 5 of the Texas Civil Practice and Remedies Code provides for Governmental Units, including the protections and limitations afforded under Chapter 101 of the Texas Civil Practice and Remedies Code. CSISD agrees to indemnify and hold EXPLORER and its officers, directors, employees, and agents harmless from claims, demands, causes of action, suits, damages, costs, and attorney fees, in favor of any third party, except to the degree such injury, death or damage was caused by the negligence of EXPLORER, its agents, servants or employees, subject to the following: (a) CSISD's obligation to indemnify extends only to those claims, demands, suits, causes of action, damages, costs, or attorney fees, which arise out of or are connected with its own acts of negligence; and (b) CSISD's obligation to indemnify is subject to Title 5 of the Texas Civil Practice and Remedies Code. Notwithstanding anything which may be construed to the contrary herein, CSISD's liability to indemnify will only exist to the extent and to the limits that it would itself otherwise be exposed to liability under Title 5 of the Texas Civil Practice and Remedies Code.

3. CSISD shall not permit any machine excavation nor allow heavy equipment to work within twenty five feet (25') either side of the PIPELINE without prior approval of EXPLORER'S field representative.
4. EXPLORER shall not utilize any of the PROPERTY that is outside of a line twenty five feet (25') on each side of the physical location of the PIPELINE for any purpose whatsoever.
5. CSISD shall include the following warning on all construction prints involving EXPLORER'S PIPELINE:

"WARNING"!!! EXPLORER'S 10-Inch High-Pressure Petroleum Products Pipeline. Contact Houston Area Manager, (918) 591-3122, at least 48 Hours before Any Construction near Pipeline Begins."

6. In the event that CSISD initiates plans to construct improvements on the PROPERTY, CSISD will send a copy of its preliminary construction plans to EXPLORER within thirty (30) days following the approval of the plans by the CSISD Board of Trustees, and the following requirements shall apply to the construction plans initiated by CSISD:
 - a. Within thirty (30) days following the commencement of construction on the PROPERTY, CSISD shall pay a construction fee ("Construction Fee") to EXPLORER in consideration for the administrative costs incurred and to be incurred by EXPLORER in its review of the CSISD construction plans. The Construction Fee shall be in the amount of Five Thousand Dollars (\$5,000.00), and, with the exception of the expenses described below, shall be the only consideration payable to EXPLORER.
 - b. If after reviewing the CSISD construction plans it is determined necessary by EXPLORER to protect the PIPELINE from construction activities and traffic loads, a 6-inch thick protective reinforced concrete slab shall be installed by CSISD over

EXPLORER'S PIPELINE. The cost of the protective slab shall be paid by CSISD subject to the following conditions:

- i. EXPLORER shall deliver to CSISD, within thirty (30) days following the delivery of the initial notice to EXPLORER by CSISD, detailed plans and specifications of EXPLORER'S requirements for the protective slab;
 - ii. EXPLORER shall inspect the protective slab within three (3) days following installation of the protective slab by CSISD.
 - iii. If EXPLORER fails to timely deliver plans and specifications for the protective slab, or if EXPLORER determines that a protective slab is not required, then after completion of the CSISD improvements if it is later determined that a protective slab is required, or that any other method of protecting the EXPLORER PIPELINE is required, then such protective work shall be performed by EXPLORER at its own expense.
7. Any slabs, pavements, sidewalks, landscaping, etc. located within the PROPERTY that have to be removed for access to the PIPELINE for emergency or maintenance purposes, will be removed and replaced at EXPLORER's expense.
 8. CSISD will be responsible for any future repairs required to correct erosion that is due to CSISD's activities or lack of proper erosion control measures.
 9. No water will be impounded or buildings located over the PIPELINE. CSISD may construct SCHOOL FACILITIES, including sidewalks, driveways, roadways, playgrounds, and outdoor athletic facilities as necessary to facilitate CSISD's use of the property, with prior written approval from EXPLORER, such approval will not be unreasonably withheld.
 10. The planting of shrubbery or other small plants over the PIPELINE will be permitted with written notification to EXPLORER as provided in paragraph 1. Trees and other large plants with large root systems are specifically forbidden.
 11. CSISD agrees that EXPLORER may install pipeline markers along the PIPELINE route to identify the location of the PIPELINE.
 12. CSISD agrees that if the express conditions of this agreement are violated by CSISD, EXPLORER may seek equitable relief compelling CSISD to comply with the terms of this agreement.
 13. Except as expressly set forth herein, nothing in this document should be considered consent to suit by CSISD, or a waiver of CSISD's sovereign immunity.
 14. The Parties agree that this document is considered a written agreement pursuant to Texas Health & Safety Code § 756.123.

15. This Agreement will not become valid until it is fully executed by both parties and is filed of record in Brazos County, Texas.

The terms, conditions, and provisions of this Agreement shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals this _____ day of _____, 2012.

EXPLORER PIPELINE COMPANY

COLLEGE STATION INDEPENDENT
SCHOOL DISTRICT

By: _____
Patrick A. Nwakoby
Project Engineer/R.O.W.

By: _____
Name: _____
Title: _____

EXHIBIT "A"

FIELD NOTES
27.017 ACRES
OUT OF THE
L. M. HAUPT, JR., ET UX
CALLED 136.063 ACRE TRACT
VOLUME 171, PAGE 392
CRAWFORD BURNETT LEAGUE, A-7
COLLEGE STATION, BRAZOS COUNTY, TEXAS
NOVEMBER 30, 2009

All that certain lot, tract or parcel of land being 27.017 acres situated in the CRAWFORD BURNETT LEAGUE, Abstract No. 7, Brazos County, Texas, and being a part of that certain Called 136.063 acre tract described in deed from P. D. Gandy and wife, Ruby L. Gandy to L. M. Haupt, Jr. and wife, Stella Geren Haupt of record in Volume 171, Page 392, of the Deed Records of Brazos County, Texas, said 27.017 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 6" Fence Post found in the northeast right-of-way line of Jones-Butler Road for the most southerly corner, said corner being the most southerly corner of said Called 136.063 acre tract and also being the most westerly corner of the remainder of the Oak Creek, L.L.P. Called 58.52 acre tract of record in Volume 4030, Page 98;
THENCE N 22 ° 02 ' 36 " W, along the northeast right-of-way line of said Jones-Butler Road and the southwest line of said Called 136.063 acre tract a distance of 1099.40 feet to a ½" Iron Rod with Cap set for the most westerly corner, a ½" Iron Rod with Cap found for the most westerly corner of said Called 136.063 acre tract bears N 22 ° 02 ' 36 " W a distance of 412.76 feet;
THENCE N 67 ° 57 ' 24 " E, a distance of 30.22 feet to a ½" Iron Rod with Cap set for the beginning of a curve;
THENCE along said curve in a counterclockwise direction having an arc length of 204.64 feet, a radius of 468.50 feet, a chord bearing of N 55 ° 26 ' 37 " E, a chord length of 203.01 feet, and a delta angle of 25 ° 01 ' 34 " to a ½" Iron Rod with Cap set for the point of tangency of said curve;
THENCE N 42 ° 55 ' 51 " E, a distance of 803.46 feet to a ½" Iron Rod with Cap set for the most northerly corner;
THENCE S 47 ° 43 ' 18 " E, a distance of 898.64 feet to a ½" Iron Rod with Cap set for the most easterly corner, said corner being located in a southeast line of said Called 136.063 acre tract and a northwest line of the Henry Mayo, et ux, Called 23.00 acre tract of record in Volume 1253, Page 878, a ½" Iron Rod with Cap set for an interior ell corner of said Called 136.063 acre tract bears N 41 ° 22 ' 32 " E a distance of 801.63 feet;
THENCE S 41 ° 22 ' 32 " W, along the southeast line of said Called 136.063 acre tract, the northwest line of said Called 23.00 acre tract, and the northwest line of the remainder of said Called 58.52 acre tract a distance of 1504.90 feet to the PLACE OF BEGINNING AND CONTAINING AN AREA OF 27.017 ACRES OF LAND, MORE OR LESS, according to a survey performed November 17, 2009, under the supervision of H. Curtis Strong, Registered Professional Land Surveyor No. 4961.