CITY OF NEDERLAND

ORDINANCE NO. 2026-21

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEDERLAND, TEXAS, AUTHORIZING, APPROVING AND RATIFYING THE REAL ESTATE EXCHANGE AGREEMENT ("REA") ENTERED INTO BY AND BETWEEN THE CITY AND ENERGY TRANSFER MARKETING & TERMINALS, L.P. ("ETMT"), WHEREIN THE CITY AGREED TO TRANSFER ITS 20'X100' ALLEYWAY TO ETMT IN EXCHANGE FOR ETMT'S AGREEMENT TO TRANSFER TO THE CITY ITS 2.069-ACRE TRACT WITH AN ADJOINING 30' WIDE ACCESS EASEMENT; AUTHORIZING AND APPROVING THE CITY MANAGER'S EXECUTON OF ALL AGREEMENTS AND TRANSFER DOCUMENTS ANCILLARY TO SAID REA; AND AUTHORIZING THE PAYMENT OF TITLE INSURANCE FEES AND CLOSING COSTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS by Ordinance No. 2024-15 the City abandoned a 20' wide alleyway (retaining a 20' wide utility easement) and agreed to exchange this property for property owned by Energy Transfer Marketing & Terminals, L.P., ("ETMT") of greater size and value to be utilized for public use – a green waste site.

WHEREAS commensurate with the enactment of Ordinance No. 2024-15 the City Council authorized and approved a certain Real Estate Exchange Agreement ("REA") by and between the City and ETMT, wherein the City agreed to transfer its interest in an alleyway described as 0.0459 acre of land, part of a 20' wide alley in Block 4, Burson Addition, to ETMT in exchange for ETMT's agreement to transfer its 2.069-acre tract and a 30' wide adjoining permanent access easement to the City.

WHEREAS the property owners adjoining the abandoned alleyway have conveyed their interest in the alleyway to the City by special warranty deeds and the City and ETMT have reached an agreement on the terms and condition of a Permanent Access Road Easement Agreement for the green waste site, all of which constitutes essential requirements for the finalization of the exchanges set forth in the REA.

WHEREAS the City Council has determined that the City is ready to convey its interest in the alleyway (retaining a 20' utility easement) to ETMT by special warranty deed and ETMT is ready to convey its 2.069-acre tract to the City by special warranty deed, and, further, the City Council has determined that the Permanent Access Road Easement Agreement by and between the City and ETMT, which attached as Exhibit "A"

is acceptable according to its terms and conditions, together with all other documents necessary to effectuate the terms and conditions of the REA.

WHEREAS the City Council expressly finds that the exchange of its alley way for the property owned by ETMT, which is of greater size and market value and acceptable for use as a green waste site, is for a public purpose and benefit.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEDERLAND, TEXAS, THAT:

Section 1: The Real Estate Exchange Agreement ("REA") entered into by the City and Energy Transfer Marketing & Terminals, L.P. ("ETMT") on or about June 24, 2024, is approved and ratified according to its terms and conditions, together with all ancillary documents executed to effectuate the terms and conditions of said REA.

Section 2: The Permanent Access Road Easement Agreement as set forth in Exhibit "A" attached is accepted and approved according to its terms and conditions.

Section 3: Nederland City Manager, Manuel De La Rosa, is authorized to execute the Permanent Access Road Easement Agreement in the form attached as Exhibit "A" and any and all ancillary closing documents necessary to effectuate the terms and conditions of the REA; and the City Manager is further authorized to use City funds to pay for all reasonable and necessary closing costs, including but not limited to the fees associated with the purchase of title insurance on the property and the easement received in the exchange with ETMT and the recording fees associated with documents transferring property and/or granting easements to the City.

Section 4: All ordinances or part of ordinances in conflict herewith are hereby repealed.

Section 5: This Ordinance shall take effect and be in full force and effect from and after its passage.

Section 6: The meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meeting Act, Texas Government Code, Chapter 551.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Nederland, Texas on this the 12th day of October 2026.

Jeffrey P. Darby, Mayor
City of Nederland, Texas

ATTEST:

Joni Underwood

Joni Underwood, City Clerk
City of Nederland, Texas

APPROVED AS TO FORM AND LEGALITY:

Richard D. Hughes, City Attorney
City of Nederland, Texas

CITY OF NEDERLAND
COUNTY OF JEFFERSON

Access to green waste site off Helena Ave.

NOTICE OF CONFIDENTIALITY RIGHTS: YOU MAY REMOVE OR STRIKE ANY OR ALL OF YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS.

PERMANENT ACCESS ROAD EASEMENT AGREEMENT

THE STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS**
COUNTY OF JEFFERSON §

This Permanent Access Road Easement Agreement (the "**Agreement**"), is by and between **Energy Transfer Marketing & Terminals L. P.**, with offices at 1300 Main Street, Houston, Texas 77002 (such entity and its successors and assigns are collectively herein referred to as "**Grantor**", whether one or more), and the **City of Nederland**, a Texas home-rule municipality, whose address is 207 N. 12th Street, Nederland, Texas 77627, and its successors and assigns (herein referred to as the "**Grantee**"). For the consideration 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, BARGAIN, SELL and CONVEY unto Grantee a permanent 0.282 acre easement, a maximum width not to exceed thirty-feet (30'), as more particularly described and depicted on Exhibits "A" and "B" attached hereto, for, among other rights set forth below, ingress and egress on, to, over, and across Grantor's lands (the "**Easement**").

It is further agreed as follows:

1. The right to use the Easement shall belong to Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for ingress, egress, entry, and access on, to, over, and across Grantor's lands, together with the right to use the existing roadway within the Easement, if any, and/or to protect, inspect, repair, restore, improve, maintain and use a road within the Easement, including ditches, culverts, drains and such other appurtenant facilities for the unobstructed passage of persons, vehicles, equipment and/or machinery. Grantee shall promptly repair any damage to the road within the Easement caused by Grantee in the exercise of any rights granted, to the extent practicable and to substantially a condition as good as existed prior to use by Grantee.

2. Grantee's rights under this Agreement are non-exclusive.

3. The consideration paid by Grantee in this Agreement includes the market value of the Easement and any monetary damages to vegetation (grass, crops, trees, shrubs, *etc.*) and income loss from disruption of existing agricultural production or existing leases based on verifiable loss or lease payments.

4. Grantee with Grantor's written consent shall have the right to remove, cut, use, repair, and replace any gates or fences that cross the Easement. Prior to cutting any fence, however, Grantee shall brace the existing fence to be cut adequately on both sides of the proposed cut by suitable H-braces to prevent the remainder of the fence from sagging. Before the fence wire is cut, it is to be

attached to the posts in a manner that there will be no slackening of or damage to the wire. Each such wire gap is to be reinforced so as to be strong enough to prevent livestock from passing through same. Upon completion of operations, each wire gap will be removed and replaced with a permanent gate, which gate shall, to the extent reasonably practicable, be constructed out of similar or better grade materials than already used for existing gates on the property. In the event Grantee does not repair and/or restore the fences or gates, Grantee shall, in addition to the consideration paid for this Agreement, pay Grantor for any damage caused by Grantee to the gates and fences. Each entry and exit gate shall be securely closed and locked, except when Grantee or its authorized personnel are actually passing through same, and Grantor and Grantee shall each be entitled to maintain their own lock in any such gate, such that Grantor and Grantee shall each have the right of free passage through any such gates.

5. Grantor may use the Easement for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor may not use any part of the Easement if such use may damage, destroy, injure, and/or interfere with Grantee's use of the Easement for the purposes for which the Easement is being sought by Grantee. Grantor is not permitted to conduct any of the following activities on the Easement: (1) construct any temporary or permanent building or site improvements; (2) drill or operate any well on the Easement but a well can be directionally drilled under the Easement subject to the terms of this Agreement; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above- or below-ground obstruction that may interfere with the purposes for which this Agreement is being acquired may be placed, erected, installed or permitted upon the Easement. Grantor further agrees that it will not hereafter interfere in any manner with the purposes for which the Easement is being conveyed, and that Grantee shall have the right to remove any improvement, facility or structure that interferes with the purposes for which this Agreement is granted and which is installed by Grantor subsequent to the date that Grantee acquires possession of the Easement, without liability to Grantor for damages.

6. Grantee has the right, to mow, trim, cut down, or eliminate any trees or shrubbery from the Easement. All trees, brush, and other debris caused by Grantee's operations shall be burned and/or chipped and spread on the Easement or removed to an authorized disposal site. The method of disposal shall be selected by Grantee.

7. Grantor shall retain all the oil, gas, and other minerals in, on and under the Easement; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of oil, gas, and other minerals on the Easement, but it will be permitted to extract the oil, gas, and other minerals from and under the Easement by directional drilling and other means, provided the drill bit enters the Easement at a subsurface depth of twenty feet (20') or deeper.

8. Grantee agrees to comply in all respects, at its sole cost, with all applicable federal, state and local laws, rules, and regulations which are applicable to Grantee's activities hereunder.

9. Except to the extent the Easement is permanently modified by Grantee's use, including, but not limited to, the placement of caliche, rock, crushed granite, or other similar material as a base layer within the Easement, Grantee will restore the Easement and Grantor's remaining property used by Grantee, if any, from any damage caused by Grantee, consistent with the purposes for which the Easement will be used by Grantee, including, but not limited to, the removal of all debris caused by Grantee.

10. Grantee shall not, without the express written consent of Grantor, use the Easement for any purpose other than a use stated in this Agreement. There shall be no hunting or fishing on the Easement or any of Grantor's lands by Grantee, its officers, agents, employees, contractors, invitees, guests or representatives at any time. No firearms or fishing equipment shall be taken on the Easement by Grantee, its officers, agents, employees, contractors, invitees, guests or representatives at any time.

11. This Agreement may be executed in several counterparts, each of which shall be an original of this Agreement but all of which, taken together, shall constitute one and the same Agreement and be binding upon the parties who executed any counterpart, regardless of whether it is executed by all parties named herein.

12. Grantee shall not assign this Easement without the written consent of Grantor, which consent will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Grantee may assign this Agreement without the consent of Grantor to any (i) entity that, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control of, Grantee, (ii) entity to whom Grantee has assigned all or substantially all of its assets or (iii) to any bank, financing institution or other lender, or groups thereof, pursuant to the terms of any financing agreements.

13. This Agreement constitutes the entire agreement and supersedes any and all prior oral understandings and/or agreements, if any, concerning the subject of this Agreement. Grantor confirms and agrees that Grantor has been made no promise or agreement with Grantee or any agent of Grantee (which is not expressed or referenced specifically within the Agreement) in connection with this Easement, and that GRANTEE HAS NOT RELIED UPON AND HEREBY EXPRESSLY DISCLAIMS RELIANCE UPON ANY STATEMENTS, REPRESENTATIONS, INFORMATION OR MATERIALS PROVIDED, SUPPLIED OR FURNISHED BY GRANTOR OR OTHERWISE MADE AVAILABLE BY GRANTOR IN THE PUBLIC DOMAIN OR OTHERWISE (OTHER THAN THOSE MADE IN THIS AGREEMENT), and that Grantee's execution of this Agreement is free and voluntary; this Agreement may not be modified or amended except on or after the date hereof by a writing signed by the party against whom said modification or amendment is to be enforced and no party shall be liable or bound to any other party in any manner except as specifically set forth herein.

14. Grantor hereby identifies the following as people or entities having a lease, sublease, or other possessory interest in Grantor's property:

_____

_____

_____

(if this paragraph is left blank, then Grantor represents there are no such persons or entities).

15. Grantee shall maintain at its own expense and at all times while Grantee uses the Easement, including during construction and operations on the Easement, commercial liability insurance with the Texas Municipal League International Risk Pool, (TMLIRP), or other reputable insurers, written on an occurrence basis, with limits not less than those indicated for the respective items as follows:

a. Statutory Workers Compensation, including Employer's Liability Insurance complying with Texas law with a limit not less than: $1,000,000 each occurrence
b. Automobile Liability Insurance covering all motor vehicles licensed for highway use and employed by Grantee in the performance of this Agreement, with limits not less than: $500,000 each occurrence; and
c. Grantee shall require that its policy of insurance in connection with its obligations in this Agreement will contain a restriction prohibiting the right of subrogation by the insurer against Grantor or any of its affiliates as a result of personal injuries and property damage sustained by any person to the extent caused by the negligence of Grantee or Grantee's contractors and to the extent allowed by law.

If eligible, under applicable state law, Grantee may self-insure for the required insurance coverage, in whole or part, as part of its governmental self-insurance. Upon execution of this Agreement, Grantee shall furnish to Grantor a certificate of insurance evidencing the coverage required herein.

Nothing in this Section or Agreement shall be construed as a waiver of governmental immunity by Grantor or a waiver of any rights of Grantee may have under the Texas Tort Claims Act, Texas Government Code, Open Meetings Act, Public Information Act or any other rights or remedies Grantee may have under the laws and statutes of the State of Texas.

TO HAVE AND TO HOLD the rights, privileges and authority hereby granted unto Grantee, its successors and assigns, forever, and Grantor does hereby agree to warrant and defend said Easement unto Grantee, its successors and assigns. This Agreement and all of its terms, provisions, and obligations shall be covenants running with the land affected thereby and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective heirs, executors, administrators, successors, and assigns.

[remainder of page intentionally blank]

EXECUTED this 5 day of October 2026.

GRANTOR:
Energy Transfer Marketing & Terminals L.P.

By: _____
Name: Mark Vedral
Title: Senior Director – Land & Right of Way

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on this the 5 day of October _____, 20___, by Mark Vedral, the Senior Director – Land & Right of Way on behalf of Energy Transfer Marketing & Terminals L.P., a Texas limited partnership, on behalf of said limited partnership.

_____
Notary Public's Signature

(Personalized Seal)

LAURIE JO BENTON
My Notary ID # 174965
Expires October 6, 2027

GRANTEE:
City of Nederland, a Texas home-rule municipality

Name: Manuel De La Rosa
Title: city manager

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF JEFFERSON

This instrument was acknowledged before me on the 24 day of October, 2026 by Manuel De La Rosa as City Manager of the City of Nederland, Texas, a home rule municipality, on behalf of said municipality.

ERICA GOSS
Notary Public, State of Texas
Comm. Expires 12-14-2026
Notary ID# 13182734-4

Notary Public in and for the State of Texas

This instrument prepared by and when recorded return to:
Energy Transfer Marketing & Terminals L.P.
Attn: Right-of-Way Department
1300 Main Street
Houston, Texas 77002

LJA SURVEYING

409.833.3363
TBPELS 10194382
www.LJASurvey.com
2615 Calder Avenue, Suite 500, Beaumont, Texas 77702

October 8, 2024

Revision 2

Surveyor's Field Note Description

BEING a 0.282 acre Ingress and Egress Easement, being out of and a part of a called 152.965 acre tract of land conveyed to Sunoco Partners Marketing & Terminals L.P., being more fully described and recorded in Clerk's File No. 2012042125 of the Official Public Records of Jefferson County, Texas and being out of Lot 7 of that certain Rienstra Acres Subdivision, being more fully described and recorded in Volume 6, Page 157 of the Map Records of Jefferson County, Texas. Said 0.282 acre easement being situated in the Ogister Montee Survey, Abstract No. 177, Jefferson County, Texas and being more particularly described as follows:

BEGINNING at a point for the South corner of the herein described easement with a coordinate value of Northing: 13,938,288.95 and Easting: 3,552,919.02, same point being in the Southeast line of said Lot 7, same being in the Northwest right-of-way line of that certain Helena Avenue (Public Right-of-Way), said point being the beginning of a non-tangent curve to the left, having a radius of 50.00 feet, a delta angle of 69 deg. 03 min. 52 sec., a chord bearing of North 18 deg. 43 min. 14 sec. West, and a chord distance of 56.68 feet, from which a 1 inch iron pipe found at the South corner of Lot 7, same being the East corner of Lot 8 of said Rienstra Acres Subdivision, bears South 36 deg. 39 min. 14 sec. West, a distance of 9.93 feet;

THENCE along and with said curve to the left, over and across said Lot 7, a distance of 60.27 feet to an angle corner on the Southwest line of the herein described easement;

THENCE North 53 deg. 15 min. 10 sec. West, over and across said Lot 7 and 152.965 acre tract, a distance of 238.85 feet to a point for an interior ell corner in the Southwest line of the herein described easement;

THENCE South 36 deg. 44 min. 29 sec. West, over and across said 152.965 acre tract, a distance of 41.47 feet to a point at an ell corner in the Southwest line of the herein described easement, same being the Northeast line of that certain 2.069 acre tract of land as surveyed by LJA Surveying Inc. on this same day, from which a 1 inch iron pipe found on the West corner of Lot 7 and the North corner of Lot 8, bears South 53 deg. 15 min. 31 sec. East, a distance of 11.85 feet;

THENCE North 53 deg. 15 min. 31 sec. West, along and with the Southwest line of the herein described easement, same being the Northeast line of said 2.069 acre tract, a distance of 30.00 feet to a point for the West corner of the herein described easement;

THENCE North 36 deg. 44 min. 29 sec. East, over and across said 152.965 acre tract, a distance of 69.47 feet to the North corner of the herein described tract;

THENCE South 53 deg. 15 min. 10 sec. East, over and across said 152.965 acre tract and Lot 7, a distance of 279.99 feet to an angle corner in the Northeast line of the herein described tract, said point being the beginning of a non-tangent curve to the left, having a radius of 50.00 feet, a delta angle of 45 deg. 08 min. 14 sec., a chord bearing of South 75 deg. 49 min. 17 sec. East, and a chord distance of 38.38 feet;

THENCE along and with said curve to the left, over and across said Lot 7, a distance of 39.39 feet to a point at the East corner of the herein described easement, same being in the Southeast line of said Lot 7, same being on the Northwest right-of-way line of said Helena Avenue, from which a 1 inch iron pipe found at the East corner of Lot 7, same being the South corner of Lot 6 of said Rienstra Acres Subdivision, bears North 36 deg. 39 min. 14 sec. East, a distance of 27.19 feet;

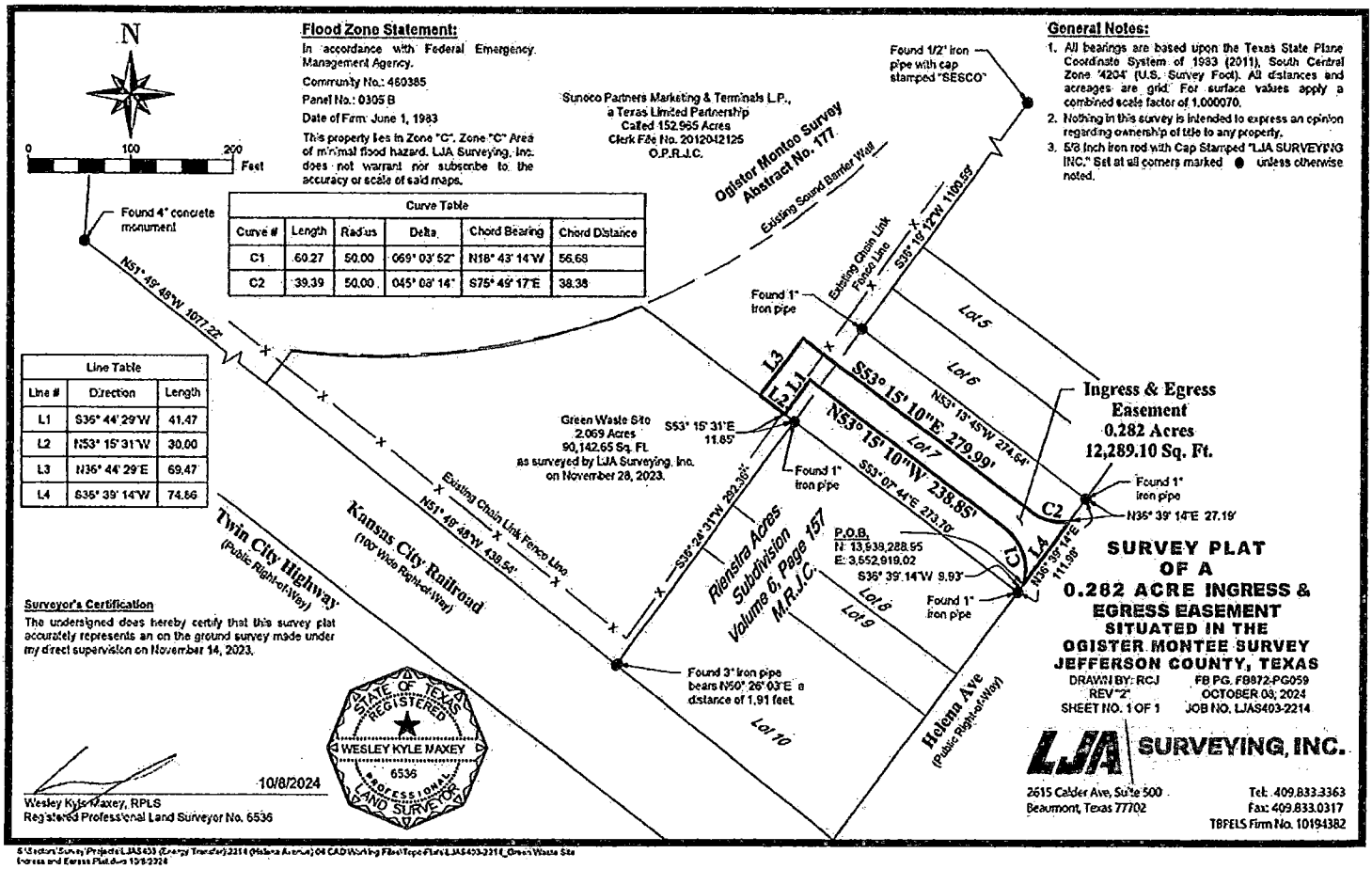
THENCE South 36 deg. 39 min. 14 sec. West, along and with the Southeast line of said Lot 7, same being the Northwest right-of-way line of said Helena Avenue, a distance of 74.86 feet to the **POINT OF BEGINNING**, containing 0.282 acres of land, more or less.

(This description is based upon a survey made on the ground under my direct supervision on November 14, 2023 and is being submitted along with a survey plat showing the property and facts found as described herein. All bearings are based upon the Texas State Plane Coordinate System of 1983 (2011), South Central Zone '4204' (U.S. Survey Foot). All distances and acreages are grid. For surface values apply a combined scale factor of 1.000070.)

10/8/2024

Wesley Kyle Maxey
Registered Professional Land Surveyor No. 6536

STATE OF TEXAS
REGISTERED
WESLEY KYLE MAXEY
6536
PROFESSIONAL
LAND SURVEYOR



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