

**Donation and Construction Agreement for
Road Improvements on Alamo Road
Webb County – EOG Resources**

This Agreement (the “**Agreement**”) is made and entered into by and between Webb County, Texas (“**County**”), a political subdivision of the State of Texas, acting through its Commissioners Court, and **EOG Resources, Inc.** (“**EOG**”). This Agreement shall become effective upon final signature by both parties (which date shall be the “**Effective Date**”) and shall remain in effect until fulfillment of the obligations described in herein, unless terminated earlier as provided herein.

WHEREAS, EOG is developing oil and gas resources (the “**Development**”) to be located in the portion of Webb County, in the general area shown on the attached Exhibit A attached hereto and incorporated herein by reference; and
(the “**Project**”) (the “**Project Area**”)

WHEREAS, EOG’s Development requires the construction upgraded improvements to a section of County roads, County owned rights-of-way, and County-held right-of-way easements (collectively the “**Project**”) to facilitate the movement of equipment and material to and from the Development; and

WHEREAS, no part of the Development or Project are located within the city limits of any city located within Webb County; and

WHEREAS, EOG desires to construct the Project and donate the Project to Webb County and Webb County grants permission for such Project subject to the conditions and provisions of this Agreement and gratefully accepts the donation the value of said improvements (Total Material and Construction Costs) being approximately One Million Nine Hundred Forty-Three Thousand Two Hundred Thirty-Six Dollars and Seventy-One cents.

\$1,943,236.71.

NOW, THEREFORE, IT IS AGREED TO BY AND BETWEEN THE COMMISSIONERS COURT OF WEBB COUNTY, TEXAS AND EOG:

1. That the findings and recitals in the preamble to this Agreement are true and correct and are hereby **AGREED TO, APPROVED and ADOPTED.**
2. That County hereby grants to EOG permission to enter upon County roads, County owned rights-of-way, and County-held right-of-way easements for the purpose of constructing and improving that section of Alamo Road as set forth in the attached Exhibit A attached hereto and incorporated herein by reference as if set out in full.
3. Prior to commencement of mobilization of equipment and construction, EOG will provide the County with notice of the date construction work on the road will begin. All costs associated with the Improvements on the road and right-of-way (including but not limited to materials, equipment, labor and insurance) shall be at EOG’s sole cost and expense, it

being the intention of the Parties that the expenses are a donation to County. The County may inspect such construction work, and EOG will perform additional work, if needed, to cause the construction work to meet County standards as defined in Exhibit B, attached hereto and incorporated by reference.

4. EOG shall obtain and maintain in full force and effect, for the duration of this Contract and at EOG's sole expense, insurance coverage written on an occurrence basis by companies authorized to do business in the State of Texas including:
 - a. Workers' Compensation
 - b. Employers' Liability
 - c. Commercial General Liability Insurance
 - d. Business Automobile Liability
5. Proof of Insurance shall be provided to County prior to commencement of construction. County shall be added as an additional insured.
6. After the completion of the Road Improvements defined in Exhibit B, EOG will repair any damage to County roads caused by its construction activities, including any damages caused by its contractors or subcontractors..
7. EOG will be wholly responsible for damage to County roads and rights-of-way (including bridges, culverts, ditches, etc.), if said damage is caused directly thereto as a result of the construction of the Project Improvements or Encroaching Facilities, or directly as a result of operations and maintenance activity conducted on the Project Improvements or Encroaching Facilities.
8. **EOG COVENANTS AND AGREES TO FULLY INDEMNIFY, DEFEND AND HOLD HARMLESS, COUNTY AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS AND REPRESENTATIVES OF COUNTY, INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS (INCLUDING THIRD-PARTY CLAIMS), LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL OR BODILY INJURY, DEATH AND PROPERTY DAMAGE, MADE UPON COUNTY DIRECTLY OR ARISING OUT OF, RESULTING FROM OR RELATED TO EOG'S ACTIVITIES UNDER THIS CONTRACT, INCLUDING ANY ACTS OR OMISSIONS OF EOG, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUB CONTRACTOR OF EOG AND EOG'S AND ITS SUB CONTRACTORS RESPECTIVE OFFICERS, AGENTS EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OF THE RIGHTS OR PERFORMANCE OF THE DUTIES UNDER THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE NEGLIGENCE OF COUNTY, ITS OFFICERS OR ITS EMPLOYEES IN**

INSTANCES WHERE SUCH NEGLIGENCE CAUSES PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE. IN THE EVENT EOG AND COUNTY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO COUNTY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW

9. EOG shall place materials stored at the Project site and shall conduct the Work at all times in a manner that causes no greater obstruction to the public than is considered necessary by County. Streets shall not be obstructed, except by special permission of County. Materials excavated and construction materials used in the performance of the Work shall be placed in a manner that does not endanger the Work or the traveling public.
10. In case of an emergency, County shall have the right immediately to remedy any neglect without notice. The reasonable and necessary cost of any work done by or for County to remedy EOG's neglect shall be reimbursed by EOG. EOG shall notify County when the county road is to be closed or obstructed. The notice shall be given at least forty- eight (48) hours in advance. County reserves the right to postpone and/or prohibit any closure or obstruction of any streets or thoroughfares, to the extent necessary for the safety and benefit of the traveling public. EOG shall, when directed by County, keep any street or streets in condition for unobstructed use. When EOG is required to construct temporary bridges or make other arrangements for crossing over ditches or around structures, EOG's responsibility for accidents shall include the roadway approaches as well as the crossing structures any by-passes around structures and the right of way.
11. EOG shall limit airborne dust and debris throughout the Project site and its duration. EOG shall apply the necessary amounts of water or other appropriate substance required to maintain sufficient moisture content for dust control. For County horizontal projects, EOG shall apply appropriate amounts of water or other appropriate substance to the base on streets under construction and on detours required to maintain sufficient moisture control in the surface layer for dust control.
12. Barricades, Lights and Watchmen. EOG shall, at EOG's own cost and expense, furnish, erect and maintain sufficient barricades, fences, lights and danger signals, provide sufficient watchmen and take such other precautionary measures as are necessary for the protection of persons or property and of the Work. All barricades shall be painted in a color that shall be visible at night, and shall be illuminated by lights as required under County's or TxDOT's Barricades Specifications. The term "lights," as used in this Section, shall mean flares, flashers or other illuminated devices. A sufficient number of barricades with adequate markings and directional devices also shall be erected to keep vehicles from being driven on or into any Work under construction. EOG shall be held responsible for all damage to the Work due to EOG's failing to maintain barricades, signs, lights and/or watchmen necessary to protect the Work. Whenever evidence is found of such damage, County may order the damaged portion immediately removed and replaced by EOG at

EOG's sole cost and expense, unless caused by County's employees or agents. EOG reserves it causes of action against anyone causing the damage. EOG's responsibility for maintenance of barricades, signs, lights, and for providing watchmen, as required under this section, shall not cease until the Project has been finally accepted by County.

13. The rights and responsibilities of EOG hereunder may not be assigned, in whole or in part, without the County's prior consent, which shall not be unreasonably withheld.
14. This Agreement shall remain in full force and effect until the expiration or termination hereof and shall inure to the benefit of and be binding upon County and EOG and to its respective transferees, successors and assigns, and all persons claiming under them.
15. All notices, claims, certificates, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed (registered or certified mail, postage prepaid, return receipt requested) as follows:

Webb County
Attn: Webb County Judge
1000 Houston St., 3rd floor
Laredo, Texas 78404

EOG Resources, Inc.
Attn:

16. If a party hereto breaches any of its obligations under this Agreement, such party shall cure such breach within thirty (30) days after such notice is given by the other party and thereafter shall diligently prosecute such cure; provided, however, that such 30-day period may be extended an additional 90 days to complete such cure so long as the cure was commenced within the initial 30-day period. If the defaulting party remains in default of this Agreement after all applicable cure periods hereunder, the non-defaulting party shall have the right to pursue all remedies available at law or equity, including but not limited to a suit for damages for any compensable breach or noncompliance herewith and/or an action for specific performance or injunction. All remedies provided herein or by law or equity shall be cumulative and not exclusive.
17. In assuming and performing the obligations of this Agreement, EOG and County are each acting as independent parties and neither shall be considered or represent itself as a joint venturer, partner, agent, or employee of the other.
18. There is no intent by EOG or County to create or establish third-party beneficiary status or rights in any third party. This Agreement shall not be deemed to confer any rights upon any individual or entity which is not a party hereto, and EOG and County expressly disclaim any such third-party benefit.
19. If any term or provision (or application of a term or provision) of this Agreement shall be declared invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision shall not be affected thereby. Any term or provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without

invalidating the remaining provisions of this Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

20. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver.
21. Each party hereby waives the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) prepared the Agreement or any earlier draft of the same.
22. Inconsistencies. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.
23. Law of Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to the conflict of laws provisions and shall be enforced in Webb County, Texas.
24. Amendment. No changes to this Agreement shall be made except upon written agreement of both parties.
25. This Agreement (including Exhibits) shall constitute the complete and entire agreement between the parties with respect to the subject matter hereof.
26. No prior statement or agreement, oral or written, shall vary or modify the written terms hereof. Except as set forth in this Agreement, this Agreement may be amended only by a written agreement signed by the parties.
27. Terminology and Definitions. All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.
28. Immunity. Webb County does not waive or relinquish any immunity or defense on behalf of themselves, their trustees, commissioners, offices, employees and agents as a result of the execution of this Agreement and performance of the functions and obligations described herein.
29. This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed and shall remain in effect until fulfillment of the obligations described in herein, unless terminated earlier as provided herein.
30. Legal Authority.
 - a. The person or persons signing this Agreement on behalf of EOG Resources, Inc., or representing themselves as signing this Agreement on behalf of EOG Resources, Inc.,

do hereby warrant and guarantee that EOG Resources, Inc. has approved this agreement and authorized representative to sign this Agreement on behalf of EOG Resources, Inc. and to bind EOG Resources, Inc. validly and legally to all terms, performances, and provisions in this Agreement.

b. Webb County Signors. The person or persons signing this Agreement on behalf of Webb County, or representing themselves as signing this Agreement on behalf of County, do hereby warrant and guarantee that the Commissioner's Court for Webb County has approved this Agreement and authorized the County's representative to bind Webb County validly and legally to all terms, performances, and provisions in this Agreement.

31. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference for all intents and purposes, provided however that in the event of a conflict between this Agreement and its Exhibits, this Agreement shall control to the extent of such conflict.

32. Execution of Documents. This Agreement may be executed in one or more counterparts, each of which shall be an original as against any Party who signed it, and all of which shall constitute one and the same document. Signatures to this Agreement may be transmitted by facsimile or electronic mail/DocuSign/Adobe Sign and such signatures, and true and correct copies thereof (including any copy on physical paper or electronically stored in .pdf, .tiff., .jpg, etc. formats), shall be deemed effective as original signatures.

[remainder of this page blank]

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the County as authorized by the County Commissioners Court and executed by EOG Resources, Inc. on the respective dates shown below.

WEBB COUNTY, TEXAS

By: _____

Tano E. Tijerina
Webb County Judge

Date: _____

ATTEST:

Margie Ramirez Ibarra
Webb County Clerk

Approved as to Form:

Nathan R. Bratton
General Counsel
Civil Legal Division*

*The General Counsel, Civil Legal Division's office, may only advise or approve contracts or legal documents on behalf Webb County, its client. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

Exhibit A: Project Area

Project Area

Segment of County Road to be improved.

28° 6'54.42"N/ 99°28'15.28"W Project End

Project Start

83

44

44

44

35

Encinal

Google Earth



3 mi

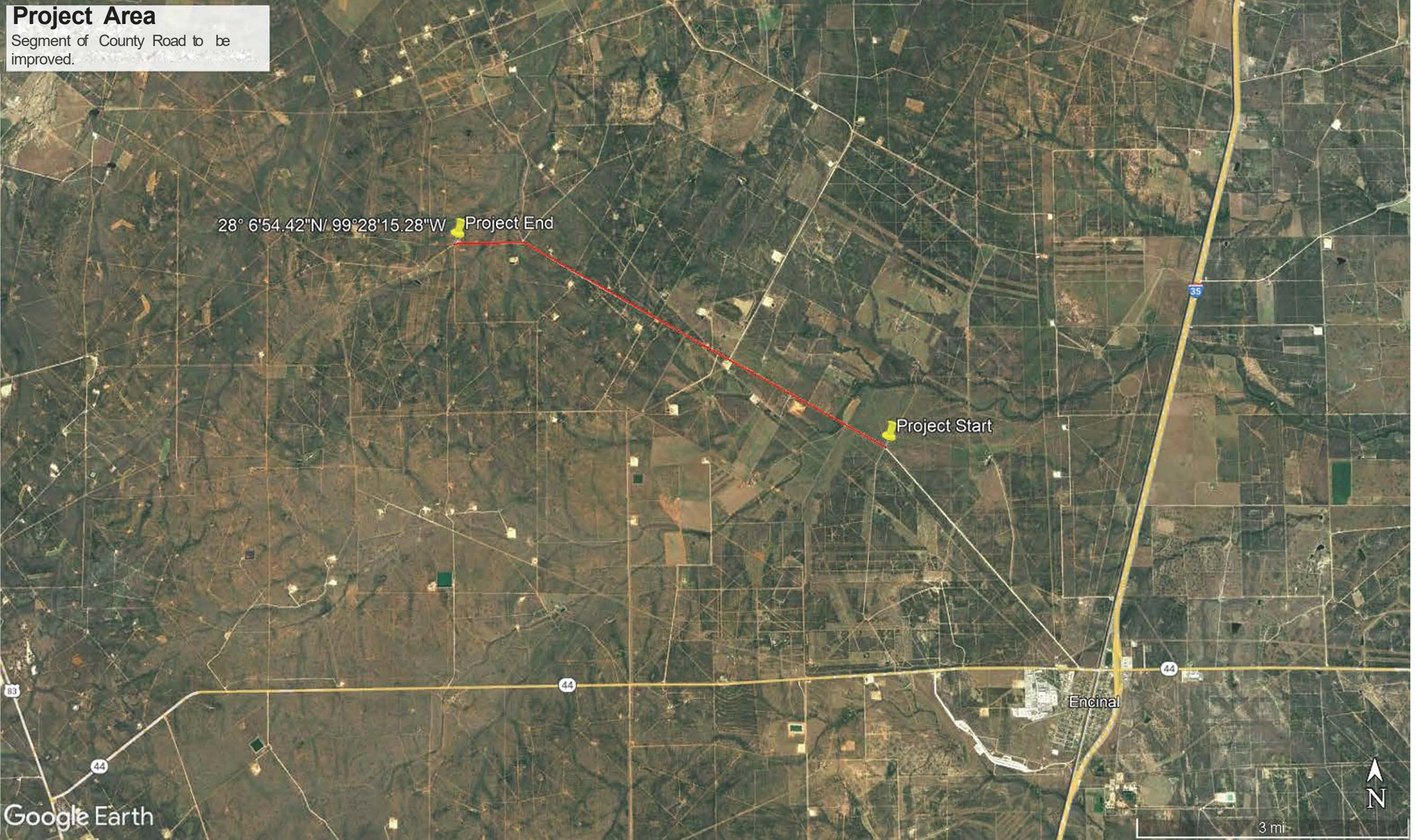


Exhibit B
**Location, Scope, Beginning and Ending Points, and Specifications of Road Improvements
to be provided by EOG in the Project Area**

1. Roadway Name or Designation:

Alamo Road (a/k/a Krueger Road)

2. Type of Facility:

County Road

3. Existing Surface:

Base Material

4. Approximate Length:

5.6 miles

5. County Road Improvements Approximate Limits:

Begin: 28° 4'54.66"N/ 99°23'30.07"W

End: 28° 6'54.42"N/ 99°28'15.28"W

6. Process and Scope of Work:

- a. EOG will provide materials and labor to improve the road to meet County standards.
- b. EOG will begin construction on _____ and complete construction within _____ calendar days.