

SETTLEMENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Settlement Agreement (“Agreement”) is executed by and between Harris County (the “County”) and ExxonMobil Pipeline Company LLC (“Contractor”). As used in this Agreement, the term “the County” refers to and includes Harris County, Texas, the Harris County Commissioners Court, the Harris County Judge, Harris County Commissioners, other Harris County officials (including but not limited to Dr. Milton Rahman), Harris County officers and other employees (including but not limited to officers and other employees of Dr. Milton Rahman), as well as all successors, agents, representatives, attorneys and assigns, and all other persons acting for or on behalf of the County. The County and Contractor are referred to herein collectively as “Parties” and individually as a “Party.”

In 2024, the County received goods and services for the County’s Engineering Department from Contractor and Contractor’s subcontractors of all tiers without a contract in place in connection with the County’s roadway improvements for Schiel Road 2 - from West of Fairfield Place Drive to West of Mason Road (the “Work”).

NOW THEREFORE, the Parties hereto agree to compromise and settle all claims, demands, damages, actions or causes of action, of whatever nature, whether in law or equity, developed or undeveloped, whether known or unknown to the Parties because of any matter or act or omission concerning or relating to the Work, and further state as follows:

1) INCORPORATION OF DOCUMENTS

Contractor’s invoices 1) 34595 dated February 21, 2024, 2) 34698 dated February 28, 2024, 3) 35122 dated February 29, 2024, 4) 34994 dated February 29, 2024, 5) 35016 dated March 21, 2024, 6) 35123 dated March 19, 2024, 7) 35373 dated March 31, 2024, and 8) 36000 dated March 31, 2024, and the final invoice with the reference number HCED_10.18.24 as a result of the Work are attached hereto as Exhibit A and incorporated herein by reference.

2) RELEASE AND INDEMNIFICATION

By executing this Agreement in order to receive the benefit of the mutual agreement reached, Contractor agrees on behalf of his/herself and on behalf of their heirs, executors, administrators, successors and assigns to fully and unconditionally release and forever discharge the County from any and all claims, demands, damages, actions or causes of action, of whatever nature, whether in law or equity, developed or undeveloped, whether known or unknown to the Parties because of any matter or act or omission concerning or relating to the Work, which includes any and all lawsuits, whether pending or in the future, against the County. Contractor is relying on his/her own independent judgment in entering into this Agreement. Contractor hereby expressly waives and relinquishes all rights and

benefits to claims which Contractor does not know or suspect to exist in Contractor's favor at the time of executing this Agreement, which if known by Contractor would have materially affected Contractor's settlement with the County. Contractor understands that this Agreement shall operate as a full, complete and final release and settlement of any and all claims against the County.

Contractor agrees on behalf of his/herself and on behalf of their heirs, executors, administrators, successors and assigns to indemnify and hold harmless the County from any and all claims, demands, actions and causes of actions resulting from or in any manner connected with the Work which may hereafter be asserted against it by any party, person, entity, or partnership, claiming by, through, or under them, provided that this indemnity shall not apply to the extent of the County's gross negligence or willful misconduct.

3) CONSIDERATION

As full compensation for the benefits of this Agreement, the County agrees to pay Forty-Eight Thousand Four Hundred Sixty-Five and 81/100 Dollars (\$48,465.81) to Contractor for the reimbursement of losses incurred as a result of the Work. Contractor understands and agrees, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to under this Agreement, and the total maximum sum that the County shall become liable to pay to Contractor under this Agreement, shall not under any conditions, circumstances, or interpretations thereof exceed the sum of Forty-Eight Thousand Four Hundred Sixty-Five and 81/100 Dollars (\$48,465.81). Such payment shall never be construed as an admission of liability on the part of the County by whom liability is expressly denied, since this payment is in compromise of a doubtful and disputed claim. Notwithstanding anything to the contrary, or that may be construed to the contrary, the County's liability under the terms and provisions of this Agreement is limited to this sum.

4) MISCELLANEOUS

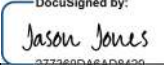
- A) Each Party agrees to pay all of their/its own legal fees, costs and expenses that have been incurred in regard to any claims made by such Party, including but not limited to the fees and costs associated with the negotiating, drafting and signing of this Agreement.
- B) This instrument, together with the instruments incorporated herein by reference, contains the entire Agreement between the Parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect. Only a written instrument executed by representatives duly authorized by the governing body of the County or legal representatives of the Parties hereto may amend this Agreement.
- C) The Parties represent and warrant that they have not made any previous assignment before the Effective Date of this Agreement of any of the claims, demands,

damages, actions or causes of action, in whole or in part, that are being released in this Agreement.

- D) The Parties intend that if, for any reason, any specific part, term, paragraph or provision of this Agreement is determined to be illegal or invalid, in whole or in part, then the remaining valid and legal portions of the Agreement shall continue in full effect and shall be fully enforced.
- E) The terms and provisions of this Agreement were arrived at by mutual negotiations among the Parties, with assistance from their respective attorneys and representatives. Therefore, no ambiguity, if any, in this Agreement that may arise in the future shall be interpreted against or adversely to a party based upon the party or attorney who may have originally drafted the language of any term or provision that is included in the Agreement.
- F) This Agreement shall be governed and construed in accordance with the laws of the State of Texas and any applicable Federal laws, regulations and policies. In the event of any dispute arising under this Agreement, venue shall be proper in a court of competent jurisdiction in Houston, Harris County, Texas, exclusively.
- G) Nothing herein shall be construed as creating any personal liability on the part of any official, officer, employee, agent, representative, attorney or any other person acting for or on behalf of the County.
- H) It is contracted that this Agreement, none of the papers or documents pertaining to this Agreement, and the fact of this Agreement will never be admissible as evidence against the released parties as an admission of liability or responsibility in any suit, claim, or proceeding of any nature, unless to enforce the terms of this Agreement.
- I) This instrument has been executed in duplicate originals, each of equal force, on behalf of the County by a duly authorized representative of the County pursuant to the approval of the Harris County Commissioners Court, and by a duly authorized representative of Contractor.

[Execution Page Follows]

EXXONMOBIL PIPELINE COMPANY LLC HARRIS COUNTY

By: 
Name: Jason Jones
Title: Manager, ROW & Claims
Date: April 2, 2025

By: _____
LINA HIDALGO
COUNTY JUDGE

APPROVED AS TO FORM:
CHRISTIAN D. MENESEE
COUNTY ATTORNEY

By: *Paul M. La Raia*
Paul M. La Raia
Assistant County Attorney
C.A. File No.: 25GEN0278

EXHIBIT A

ORDER OF COMMISSIONERS COURT
Authorizing the execution of a settlement agreement

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the ____ day of _____, 2025 with all members present except _____.

A quorum was present. Among other business, the following was transacted:

ORDER AUTHORIZING THE EXECUTION OF A SETTLEMENT AGREEMENT BETWEEN
HARRIS COUNTY AND EXXONMOBIL PIPELINE COMPANY LLC

Commissioner _____ introduced an order and made a motion that the same be adopted. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	Yes	No	Abstain
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Briones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

IT IS ORDERED that: Harris County Commissioners Court hereby authorizes the execution of a settlement agreement between Harris County and ExxonMobil Pipeline Company LLC for the purpose of fully compromising and settling the losses allegedly incurred by ExxonMobil Pipeline Company LLC as a result of Work, at a cost to the County not to exceed \$48,465.81. Such payment shall never be construed as an admission of liability on the part of Harris County, and/or its successors and assigns, and/or its officials, officers and employees and/or his, her, or their agents, attorneys, servants, successors and assigns, heirs, executors and administrators, and/or all other persons acting for or on behalf of the County, by whom liability is expressly denied, since this payment is in compromise of a doubtful and disputed claim.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.