

NOTICE: THIS AGREEMENT CONTAINS PROVISIONS WAIVING, RELEASING, AND INDEMNIFYING THE HARRIS COUNTY FLOOD CONTROL DISTRICT FROM LIABILITY IN CERTAIN CIRCUMSTANCES

**TEMPORARY RIGHT OF ENTRY
Installation, Monitoring, and Plug and Abandonment of Groundwater Well**

**THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §**

This Temporary Right of Entry Agreement (this "Agreement") is made by Harris County Flood Control District, hereinafter referred to as the "District" or "HCFCD", and **Hydril USA Distribution LLC**, a Delaware limited liability company, hereinafter referred to as "Requestor." Requestor and District are sometimes each referred to as "Party" or collectively as "Parties."

RECITALS

- A. HCFCD owns land along **HCFCD Unit P130-00-00** known as part of the W. B. Adams Survey, Abstract No. 95, and the C. C. Shelby Survey, Abstract No. 693, in Harris County, Texas, described in deed to the Harris County Flood Control District recorded in Clerk's File No. F086482 Official Public Records of Real Property, Harris County, Texas, for a total of 3.232 acres and **HCFCD Unit P130-06-00** known as part of W. B. Adams Survey, Abstract No. 95, in Harris County, Texas, described in deed to the Harris County Flood Control District recorded in Clerk's File No. J910825 Official Public Records of Real Property, Harris County, Texas, for a total of 1.8513 acres, said tracts as shown in "**Exhibit A**", hereinafter referred to as the "Land" for access purposes; and
- B. On May 25, 2010, the District and Hydril USA Manufacturing, LLC entered into a Temporary Right of Entry Agreement (the "2010 Agreement") to allow Hydril USA Manufacturing, LLC to conduct certain remediation activities required by the Texas Commission on Environmental Quality ("TCEQ") under the Voluntary Cleanup Program ("VCP") (TCEQ Site Id. No. 2262) at the Land. The 2010 Agreement, which expired on May 25, 2012, provided for installation of soil borings; and two groundwater monitoring wells (designated as MW-11 and MW-11D, as denoted in Exhibit B), and monitoring, and plugging and abandonment of these wells and borings in accordance with TCEQ rules; and
- C. On September 6, 2013, Hydril USA Manufacturing, LLC merged with and into Hydril USA Distribution LLC, Requestor for this agreement; and
- D. **Hydril USA Manufacturing, LLC** owns a parcel of property at 3300 North Sam Houston Parkway, Houston, Texas, which is the location of the Hydril Humble Plant - a manufacturing facility (the "Site") located north of Garners Bayou; and
- E. On March 13, 2018, the District and Requestor entered into a new Temporary Right of Entry Agreement. Pursuant to requirements of the TCEQ VCP, Requestor expanded its remediation activities ("Remediation Activities") at the Land to allow for the installation of additional soil borings and monitoring wells and the plugging and abandonment of all wells and borings in accordance with TCEQ rules, as well as to continue monitoring, plugging and abandonment of existing monitoring wells MW-11 and MW-11D; and
- F. Remediation Activities are more specifically defined as installation of two additional groundwater monitoring wells designated in Exhibit B; continuation of the prior installed monitoring wells, designated as MW-11, MW-11D and MW-28D; installation, operation

and closure of each well and boring in accordance with TCEQ rules; and monitoring and plugging and abandonment of these wells and borings. The location of all monitoring wells are denoted in Exhibit B. Requestor agrees to conduct all groundwater well work in compliance with appropriate TCEQ guidelines to ensure accuracy of the test results and protection and conservation of the environment; and

- G. Unless otherwise approved in writing by the District, laboratory testing of the soil and groundwater samples collected from the Land will be limited to the list of volatile organic compounds provided in sampling plan attached as Exhibit C; and
- H. The District hereby grants to Requestor a non-exclusive Temporary Right of Entry over, across, and upon the portion of the Land containing the access path and monitoring well, as indicated in **Exhibit A**, for the sole purpose of conducting groundwater testing, subject to the following agreements and understandings by and between the Requestor and the District.

AGREEMENT

This Temporary Right of Entry is granted only for the purpose of the Remediation Activities as specified herein. For purposes of this Agreement, Remediation Activities are more specifically defined as installation of two groundwater monitoring wells, designated as "Proposed First Groundwater Bearing Zone Well" and "Proposed Second Groundwater Bearing Zone Well" on **Exhibit B**, attached and incorporated herein by reference, monitoring and closure of the proposed and existing wells in accordance with TCEQ rules; and plugging and abandonment of the proposed and existing wells in accordance with State law. The location of the monitoring wells is restricted to the locations indicated on **Exhibit B**. Requestor shall access the monitoring as indicated in **Exhibit A**. Requestor agrees to conduct all groundwater well work in compliance with appropriate TCEQ guidelines to ensure accuracy of the test results and protection and conservation of the environment.

1. Requestor must notify the District of site visits with adequate notice of no less than three business days, and allow the District or its consultants to accompany and observe Requestor as Requestor performs groundwater well installations, testing, or well plugging and abandonment on the Land. Requestor must allow the District or its consultants to perform its own groundwater testing on said Land using Requestor's well, if determined necessary by the District. Requestor must provide copies to the District of any and all testing results, data, and reports generated or acquired by the Requestor as a result of testing groundwater on District Land, within 14 days of receipt by Requestor. After groundwater monitoring has ended, Requestor must plug and abandon the well in accordance with appropriate TCEQ procedures. Requestor must provide copies of the State well plugging forms to the District of any and all plugged and abandoned wells within 14 days of completion of the plugging.
2. Unless otherwise approved in writing by the District, laboratory testing of the groundwater samples collected from the Land will be limited to the analysis of volatile organic compounds. All laboratory analysis shall be in accordance with the appropriate Environmental Protection Agency ("EPA") methods.
3. It is the sole responsibility of the Requestor to coordinate with pipeline and utility companies to assess easement locations, clearances, and to mark these locations prior to drilling on the Land.
4. Requestor shall secure any wastes or equipment, including personal protective equipment, sampling equipment, soil cuttings, and purge water, within the designated work zones and shall remove any wastes or equipment from the Land at the end of each work day.

5. Requestor shall notify the District's Property Management Department (by calling 346-286-4197) of any spills that occur on the Land during performance of the installation, sampling, or plugging events, as soon as possible, but not later than 24 hours of the spill. No later than 10 days after completion of clean-up or remediation of such spills, Requestor shall provide the District with any sampling data and/or reports related to clean-up or remediation of such spills on the Land.
6. Upon request by the District, the Requestor agrees to plug and abandon any monitoring wells on the Land. The District will provide Requestor one month written notice of any requests for the plugging of any monitoring wells on the Land. If Requestor fails to properly abandon and plug a monitoring well within the time requested by the District, the District may, at its own discretion, hire a contractor to properly plug the well. The Requestor shall bear any costs incurred by the District in plugging the well and hereby agrees to reimburse the District for costs within thirty (30) days of receipt of invoice.
7. Requestor understands and agrees that the District acquired the Land for drainage and flood control purposes, and the District has the continuing right, without notice to Requestor, to do what it may lawfully do to or with the Land that it could or might do in the absence of this Agreement, including but not limited to the right to enter upon the Land at any time for any purpose necessary or convenient in connection with drainage and flood control work, to use, mow, maintain, repair or flood the Land, and to make such other use of the Land as may be necessary or desirable in connection with drainage and flood control and Requestor shall have no claim for damages of any character on account thereof against the District, nor shall the District have responsibility to replace or repair any property or materials of Requestor that is damaged in the course of such flood control activities, including without limitation the groundwater well, or any related apparatus.
8. Requestor shall have no authority to leave any Investigation-Derived Wastes ("IDW") upon the Land, except as provided in this paragraph. The Requestor's authority under this Temporary Right of Entry is contingent upon its removal from the Land, in compliance with applicable laws, regulations and standards, all sampling and IDW, and all equipment and other materials belonging to it or its employees, contractors, subcontractors, or agents immediately upon completion of well drilling and development. Under no circumstances shall this Temporary Right of Entry be construed to make the District be considered the generator of, or to be responsible for, the management or disposal of any IDW or responsible for removal of IDW.
9. Any notices, reports, or other communications required or permitted under this Temporary Right of Entry shall be in writing and addressed to the representative for each party as set forth below:

To the District:

Jonathan W. Holley
Environmental Services Department Manager
Harris County Flood Control District
9900 Northwest Freeway
Houston, Texas 77092
346-286-4155

To Requestor – Hydril USA Distribution LLC:

Mr. Chad Walker
Hydril USA Distribution LLC
18000 Eastex Freeway
Humble, Texas 77396
281-847-4605 (office)

When immediate notice is essential, such notice or communication shall be deemed sufficiently made when personal communication is made with the above-named person and a confirming letter is delivered, as addressed above.

10. **REQUESTOR COVENANTS NOT TO SUE AND AGREES TO RELEASE, DEFEND, PROTECT, INDEMNIFY, AND FOREVER HOLD THE DISTRICT, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES, AND OTHER CONTRACTORS (HEREINAFTER IN THIS ARTICLE REFERRED TO AS THE "DISTRICT") HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, LIABILITY, CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY CHARACTER AND KIND, EXCLUDING PUNITIVE DAMAGES, RESULTING FROM PERSONAL INJURY, ILLNESS, DEATH, OR DAMAGE TO OR LOSS OF PROPERTY OCCURRING, GROWING OUT OF, INCIDENT TO, OR RESULTING DIRECTLY OR INDIRECTLY FROM THE ACTIONS OR OMISSIONS OF REQUESTORS, THEIR OFFICERS, EMPLOYEES, AGENTS, SERVANTS, LICENSEES, SUBCONTRACTORS, OR REPRESENTATIVES ("REQUESTORS") IN SECURING, EXERCISING, OR IN ANY MANNER PERFORMING THE TERMS AND CONDITIONS OF THIS AGREEMENT. IT IS THE EXPRESS INTENT OF THE PARTIES TO THIS AGREEMENT THAT THIS INDEMNITY SHALL APPLY EVEN THOUGH ANY DAMAGE, INJURY, SICKNESS, OR DEATH IS CAUSED IN WHOLE OR IN PART BY ANY DEFECT IN OR CONDITION OF THE LAND, PROPERTY OR FACILITIES, EQUIPMENT, TOOLS, OR OTHER ITEMS WHICH MAY BE PROVIDED BY THE DISTRICT, WHETHER OR NOT SUCH DEFECT OR CONDITION WAS KNOWN OR COULD HAVE BEEN KNOWN BY THE DISTRICT.**

REQUESTOR FURTHER COVENANTS NOT TO SUE AND AGREES TO RELEASE AND FOREVER HOLD THE DISTRICT HARMLESS FROM ANY AND ALL LOSSES, LIABILITY, CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY CHARACTER AND KIND RESULTING FROM PERSONAL INJURY, ILLNESS, DEATH, OR DAMAGE TO OR LOSS OF PROPERTY OCCURRING, GROWING OUT OF, INCIDENT TO, OR RESULTING DIRECTLY OR INDIRECTLY FROM THE ACTIONS OR OMISSIONS OF THE DISTRICT.

REQUESTOR'S INDEMNIFICATION OBLIGATIONS HEREUNDER COVER ONLY CLAIMS ARISING DURING THE PERIOD THAT REQUESTOR IS ACCESSING AND USING THE LAND, AND SHALL END ONCE THIS RIGHT OF ENTRY TERMINATES AND THE WELLS ARE PLUGGED AND ABANDONED IN ACCORDANCE WITH TCEQ PROCEDURES AND REQUESTOR CEASES ACTIVITIES ON THE LAND, EXCEPT FOR CLAIMS ACCRUING OR ARISING AS A RESULT OF THE ACTIVITIES OR CONDITIONS INDEMNIFIED HEREUNDER DURING SUCH PERIOD.

11. Requestor, at its sole expense, also agrees to repair, replace and restore the Land, and any improvements thereon belonging to the District, to its original condition prior to the expiration of this Agreement, to the extent reasonably practicable.
12. Requestor agrees to notify the District when all equipment is removed and its right of entry is no longer needed so that the District may inspect its premises for damages.
13. The District may revoke this Temporary Right of Entry if Requestor violates any one or more of these agreements and understandings.
14. This Temporary Right of Entry does not convey title in or to any part of the Land herein described or minerals therein or there under, nor does this Temporary Right of Entry relinquish any District rights of ownership, easement rights, or the right to request the immediate removal of the Requestor's equipment.

- 15. By entering into this Temporary Right of Entry, the District does not admit, nor is the District deemed to have admitted, any liability or responsibility for the presence of any hazardous substances or other chemicals or pollutants in any container, soil, vapor, surface water, groundwater, or other media encountered during the remediation activities. The District and Requestor waive no legal rights or remedies against third parties by entering into this Temporary Right of Entry. This Temporary Right of Entry shall not bestow any rights upon any third party, but rather shall bind and benefit the District and Requestor only.
- 16. The District makes no representation or warranty as to its right, title or interest in and to said Land. Requestor accepts the area subject to this Temporary Right of Entry, "AS IS, WHERE IS, AND WITH ALL FAULTS."
- 17. This Temporary Right of Entry will terminate two (2) years from the date of execution if not terminated prior to that date as provided herein.
- 18. Authority for permanent construction upon the District's Lands other than restorative or for repair purposes is not permitted.
- 19. The rights conferred upon the Requestor by virtue of this Temporary Right of Entry shall not be assignable or transferable by the Requestor.
- 20. The obligations imposed on the Requestor by this Temporary Right of Entry, including but not limited to the restoration and indemnification obligations, shall survive the termination of the Agreement.

EXECUTED on _____.

APPROVED AS TO FORM:

CHRISTIAN D. MENEFEE
Harris County Attorney

HARRIS COUNTY FLOOD CONTROL
DISTRICT

Signed by:

 By: _____
 EMILY KUNST
 Assistant County Attorney

By: _____
 LINA HIDALGO
 County Judge

HYDRIL USA DISTRIBUTION LLC


Signed by:

 By: _____
 Name: J. Dan Connelly
 Title: Vice President and Secretary

EXHIBIT A

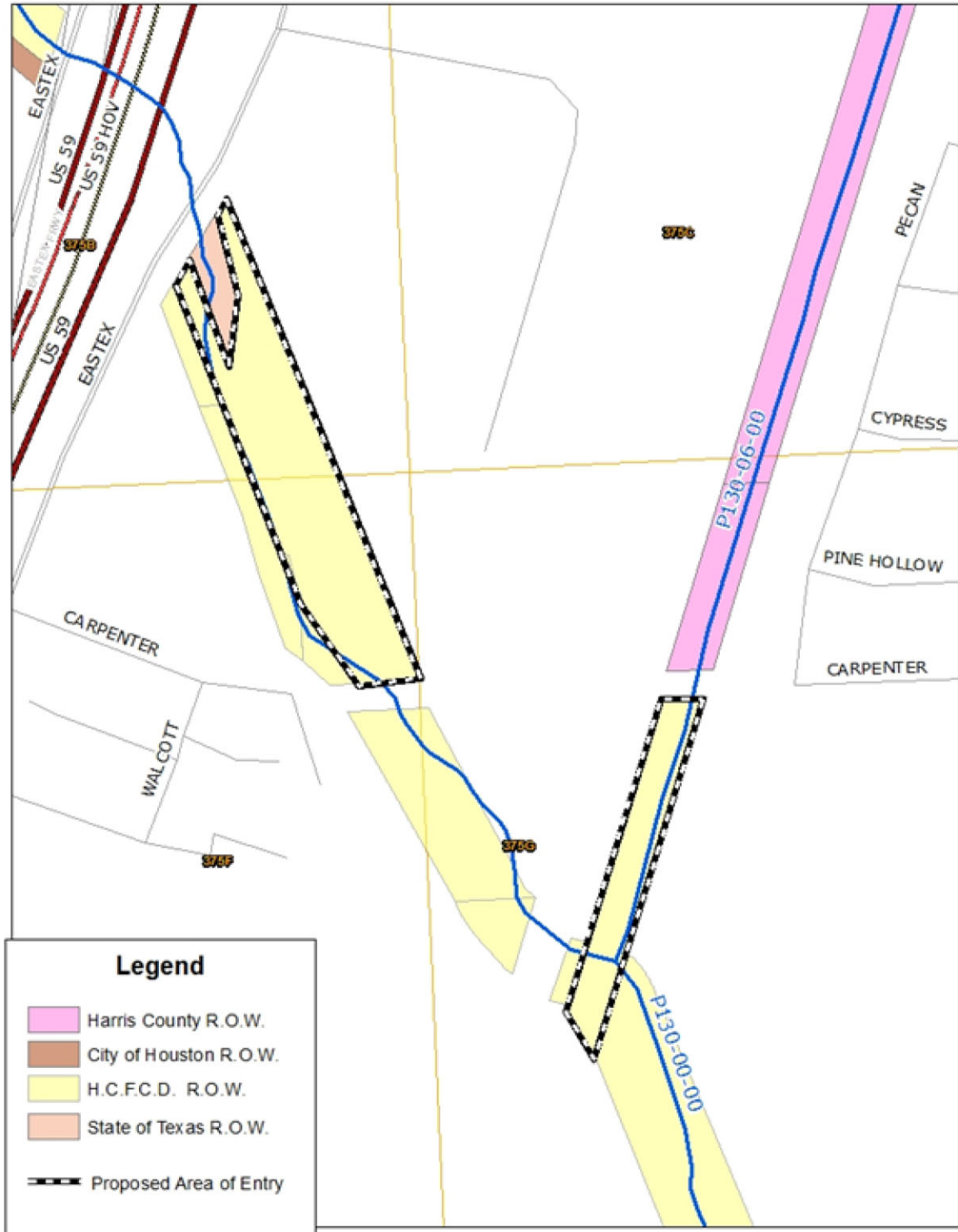


Exhibit B

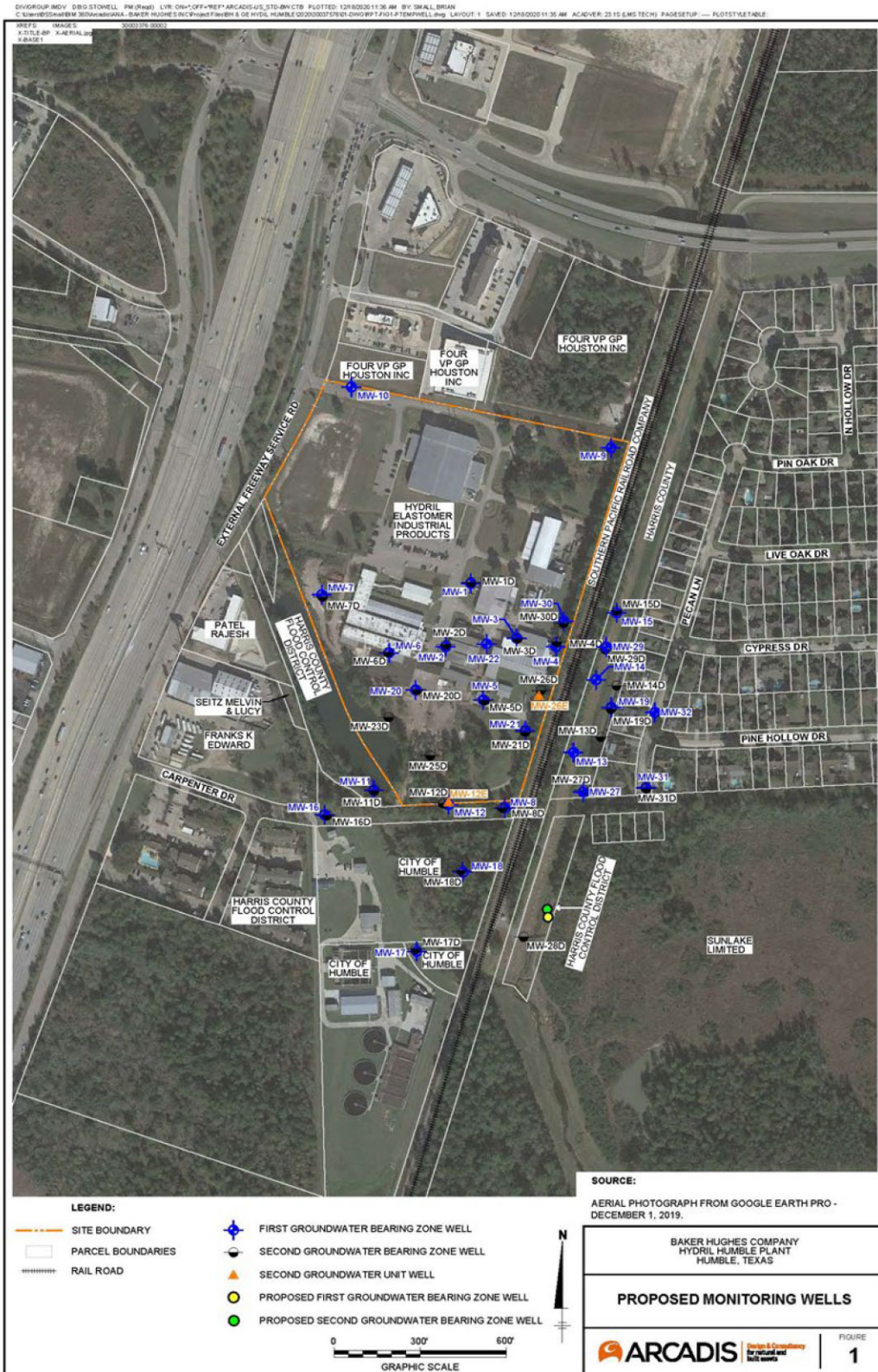


Exhibit C

Soil borings: Each soil boring will be continuously cored and the soil borings will be logged using the Unified Soil Classification System (USCS) by a qualified field professional under the direction supervision of a Texas Licensed Professional Geologist (PG). Soil cuttings and/or samples will be bagged and the headspace will be screened in the field with a Photo Ionization Detector (PID) with lamp strength of 11.7eV. PID screening results will be recorded on the boring logs. Based on visual observation and PID readings, additional soil samples may be collected and analyzed, with approval by HydriL USA Distribution LLC, if there is evidence of impacts. Soil samples collected will be analyzed for Volatile Organic Compounds (VOCs) by US Environmental Protection Agency (EPA) Method 8260 and any subsequent EPA revisions.

Permanent monitoring wells: Monitoring wells will be sampled using low-flow sampling procedures in accordance with *Guidelines for Low-Flow Purging and Sampling of Groundwater Monitor Wells* (TCEQ) and *Low-Flow (Minimal Drawdown) Ground-Water Sampling Procedures (April 1996, EPA/540/S-95/504)*. The temporary monitoring wells will not be developed by traditional methods but will be purged prior to sampling. During the purging process the following parameters will be measured: drawdown, specific conductivity, DO, ORP, pH, temperature, turbidity, depth to water, flow rate, and volume purged. All groundwater samples will be analyzed for VOCs by EPA Method 8260 and any subsequent EPA revisions. In addition, samples from each monitoring well may be analyzed to evaluate multiple lines of evidence that natural attenuation is occurring at the site and to better understand the microbial degradation processes. The additional analysis may include: alkalinity (as CaCO₃), sulfate, sulfide, dissolved iron and ferrous iron, Total Organic Carbon (TOC), chloride, nitrate, methane, ethene, and ethane, and dissolved manganese.

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

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 _____, with all members present except _____.

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

ORDER AUTHORIZING EXECUTION OF A TEMPORARY RIGHT OF ENTRY FOR THE INSTALLATION, MONITORING, AND PLUG AND ABANDONMENT OF A GROUNDWATER WELL BETWEEN THE HARRIS COUNTY FLOOD CONTROL DISTRICT AND HYDRIL USA DISTRIBUTION LLC, HCFCD UNIT TRACT NOS. P130-00-00-07-019.0 AND P130-06-00-01-001.0 PRECINCT 3

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:

	Yes	No	Abstain
Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lesley 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:

- A. HCFCD owns land along **HCFCD Unit P130-00-00** known as part of the W. B. Adams Survey, Abstract No. 95, and the C. C. Shelby Survey, Abstract No. 693, in Harris County, Texas, described in deed to the Harris County Flood Control District recorded in Clerk’s File No. F086482 Official Public Records of Real Property, Harris County, Texas, for a total of 3.232 acres and **HCFCD Unit P130-06-00** known as part of W. B. Adams Survey, Abstract No. 95, in Harris County, Texas, described in deed to the Harris County Flood Control District recorded in Clerk’s File No. J910825 Official Public Records of Real Property, Harris County, Texas, for a total of 1.8513 acres, said tracts as shown in **“Exhibit A”**, hereinafter referred to as the “Land” for access purposes; and
- B. On May 25, 2010, the District and Hydril USA Manufacturing, LLC entered into a Temporary Right of Entry Agreement (the “2010 Agreement”) to allow Hydril USA Manufacturing, LLC to conduct certain remediation activities required by the Texas Commission on Environmental Quality (“TCEQ”) under the Voluntary Cleanup Program (“VCP”) (TCEQ Site Id. No. 2262) at the Land. The 2010 Agreement, which expired on May 25, 2012, provided for installation of soil borings; and two groundwater monitoring wells (designated as MW-11 and MW-11D, as denoted in Exhibit B), and monitoring, and plugging and abandonment of these wells and borings in accordance with TCEQ rules; and
- C. On September 6, 2013, Hydril USA Manufacturing, LLC merged with and into Hydril USA Distribution LLC, Requestor for this agreement; and

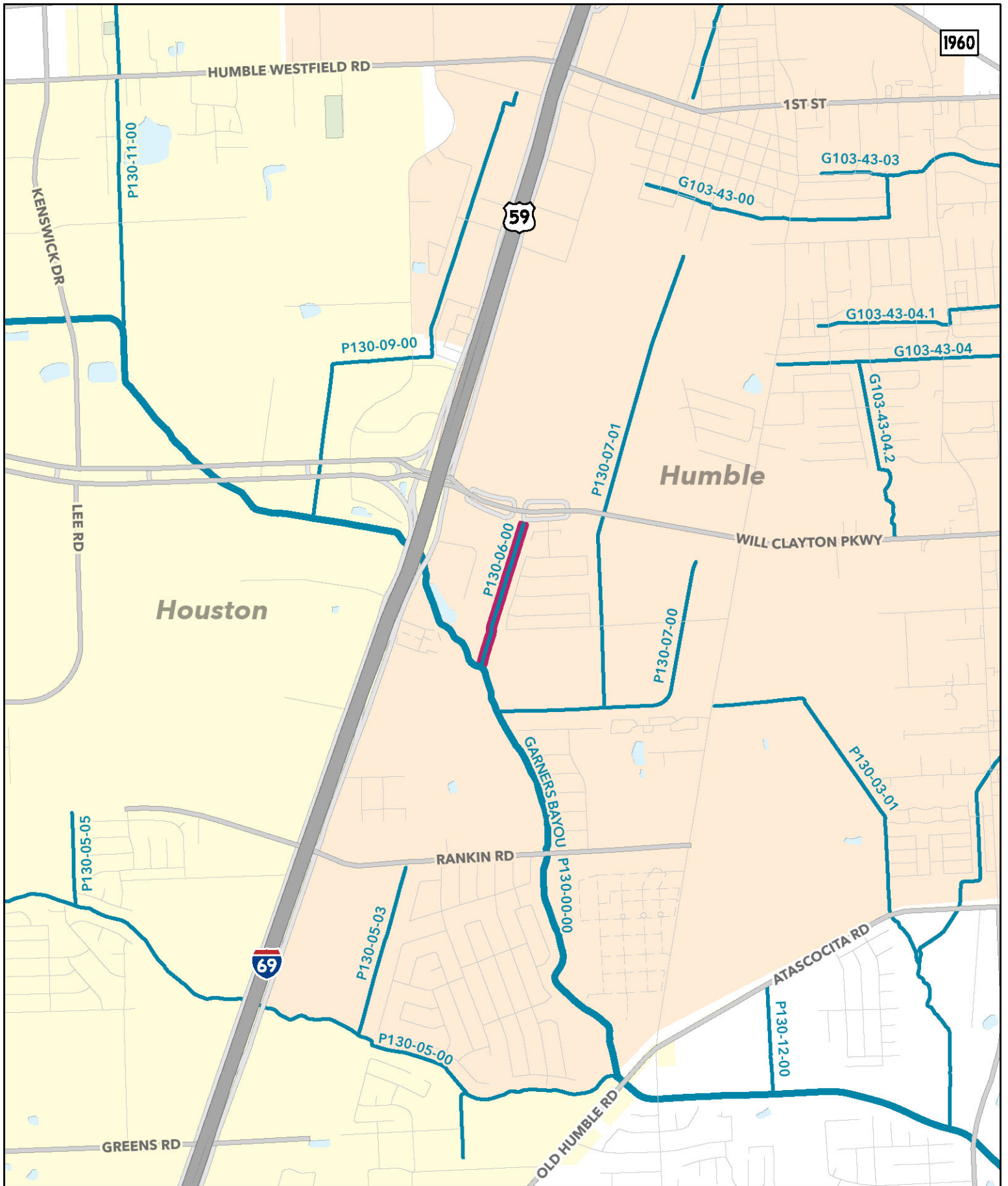
- D. **Hydril USA Manufacturing, LLC** owns a parcel of property at 3300 North Sam Houston Parkway, Houston, Texas, which is the location of the Hydril Humble Plant - a manufacturing facility (the "Site") located north of Garners Bayou; and
- E. On March 13, 2018, the District and Requestor entered into a new Temporary Right of Entry Agreement. Pursuant to requirements of the TCEQ VCP, Grantee expanded its remediation activities ("Remediation Activities") at the Land to allow for the installation of additional soil borings and monitoring wells and the plugging and abandonment of all wells and borings in accordance with TCEQ rules, as well as to continue monitoring, plugging and abandonment of existing monitoring wells MW-11 and MW-11D; and
- F. Remediation Activities are more specifically defined as installation of two additional groundwater monitoring wells designated in Exhibit B; continuation of the prior installed monitoring wells, designated as MW-11, MW-11D and MW-28D; installation, operation and closure of each well and boring in accordance with TCEQ rules; and monitoring, and plugging and abandonment of these wells and borings. The location of all monitoring wells are denoted in Exhibit B. Requestor agrees to conduct all groundwater well work in compliance with appropriate TCEQ guidelines to ensure accuracy of the test results and protection and conservation of the environment; and
- G. Unless otherwise approved in writing by the District, laboratory testing of the soil and groundwater samples collected from the Land will be limited to the list of volatile organic compounds provided in sampling plan attached as Exhibit C; and
- H. The District hereby grants to Requestor a non-exclusive Temporary Right of Entry over, across, and upon the portion of the Land containing the access path and monitoring well, as indicated in **Exhibit A**, for the sole purpose of conducting groundwater testing, subject to the following agreements and understandings by and between the Requestor and the District.

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF HARRIS COUNTY, TEXAS THAT:

Section 1: The recitals set forth in this order are true and correct.

Section 2: County Judge Linda Hidalgo is hereby authorized to execute for and on behalf of the Harris County Flood Control District, a Temporary Right of Entry by and between the Harris County Flood Control District and Hydril USA Distribution LLC, said Agreement being incorporated herein by reference for all purposes as though fully set forth verbatim herein.

Section 3: All Harris County and Harris County Flood Control District officials and employees are authorized to any and all things necessary or convenient to accomplish the purposes of this order.



1960



Unit ID: P130-06-00
Watershed: Greens Bayou
Precinct: 3

- Project Boundary
- Harris County Precincts**
- Judge Lina Hidalgo
- 1 - Rodney Ellis
- 2 - Adrian Garcia
- 3 - Tom S. Ramsey, P.E.
- 4 - Lesley Briones

