

NOTICE OF MEETING
MAY 13, 2020


A Regular Meeting of the Calhoun Port Authority will be held on Wednesday, May 13, 2020 at 9:00 a.m., by Telephone and/or Video Conferencing via Webex ONLY.

This meeting shall be held by telephone and/or video conferencing via Webex due to the state of emergency declared by state and local officials, and because of mandatory or recommended restrictions on public gatherings, the convening at one location of a quorum of the Calhoun Port Authority Board is difficult or impossible.

Note: Any person wishing to participate, may call in, free of charge, to (1-844-992-4726) Access Code: (969 257 817) or log onto Webex at www.Webex.com and click on Join a Meeting, Enter Meeting Number 969 257 817 , Next Enter Password geXpJsmB352. It will ask you to download the Webex software, click download and run, once installed it will ask you to reenter the password then click join the meeting and you will be connected to the Port Authority Meeting. IF YOU HAVE QUESTIONS PLEASE CALL 361-987-2813. A copy of the Agenda and Meeting Packet will be available at www.calhounport.com. The meeting will be recorded and the file from the meeting will be available by contacting the Port Office at 361-987-2813.

Agenda:


1. Call Regular Meeting to Order.
2. Public Comment.....No Action Required.
3. Approve the minutes of the Wednesday, April 8, 2020 Regular Meeting.....Action Required.
4. Review of Financial Reports: All Funds.....No Action Required.
5. Approval of Disbursements and Transfers: All Funds.....Action Required.
6. Port Director's Report.....No Action Required.
7. Review and Consideration of Approval of Board Members Committee/Conference Attendance.....Action Required.
8. Review and Consideration of an Easement Agreement between the Calhoun Port Authority and South Texas NGL Pipelines, LLC for a 325.0 Rod, 8 Inch Pipeline Across a Portion of Submerged Real Property Owned by the Port Under Lavaca Bay.....Action Required.
9. Review and Consideration of Fiscal Year 2020 Budget Amendments.....Action Required.
10. Adjourn



Charles R. Hausmann,
Port Director

AT 1:45 FILED P
O'CLOCK _____ M

MAY 08 2020

ANNA GOODMAN
COUNTY CLERK, CALHOUN COUNTY, TEXAS
BY:  DEPUTY



(361) 987-2813 • Fax (361) 987-2189 • 2313 FM 1593 South • P.O. Box 397 • Point Comfort, Texas 77978
www.calhounport.com

PORT OF PORT LAVACA - POINT COMFORT

Providing Calhoun County Industries with Direct Deep-Draft Access to Global Markets

MEMORANDUM

TO: Calhoun Port Authority Board Members

FROM: Charles R. Hausmann, Port Director

DATE: May 8, 2020

SUBJECT: Agenda Item No. 2, Public Comment.

Members of the Board, this agenda item is to provide the Public with a way to address the Board with any issues or questions they may have concerning the Calhoun Port Authority.

Please feel free to contact me, if you have any questions regarding the public comment agenda item.

Cc: David Roberts, Port General Counsel
Forrest E. Hawes, Deputy Port Director
David M. Knuckey, Director of Engineering Services

**CALHOUN PORT AUTHORITY
REGULAR MEETING
April 8, 2020**

A regular meeting of the Calhoun Port Authority was held on Wednesday, April 8, 2020 at 9:00 a.m. by Telephone and/or Video Conferencing via Webex ONLY. This meeting was held by telephone and/or video conferencing via Webex due to the state of emergency declared by state and local officials, and because of mandatory or recommended restrictions on public gatherings, the convening at one location of a quorum of the Calhoun Port Authority Board is difficult or impossible. In accordance with the Governor's Executive Orders, this meeting was held via WebEx teleconference to adhere to social distancing practices.

Board Members attending via video or telephone were:

Commissioner # 1 – Tony Holladay
Commissioner # 2 – Jay Cuellar
Commissioner # 3 – J.C. Melcher, Jr.
Commissioner # 4 – Luis De La Garza
Commissioner # 5 – Johnny Perez
Commissioner # 6 – H. C. Wehmeyer, Jr.

Staff Members attending via video or telephone were:

Charles R. Hausmann – Port Director
Forrest Hawes – Deputy Port Director
Sandy Witte – Roberts, Odefey, Witte & Wall
Miranda Malek – Administrative Assistant

Agenda Item No. 1: Call to Order:

Board Chair J. C Melcher, Jr. called the Regular Meeting to order at approximately 9:00 a.m. He announced that the agenda of the meeting was posted in accordance with the provisions of the Texas Open Meetings Act.

Agenda Item No. 2: Public Comment.

No action was taken on this agenda item.

Agenda Item No. 3: Approve the minutes of the Wednesday, March 11, 2020 Regular Meeting.

The Board Members reviewed the minutes from the Wednesday, March 8, 2020 Regular Meeting. Pursuant to further review and discussion, a motion was made by Board Secretary Tony Holladay to approve the minutes of the Wednesday, March 8, 2020 Regular Meeting as presented. The motion was seconded by Board Member H. C. Wehmeyer, Jr. and the motion carried unanimously.

Agenda Item No. 4: Review of Financial Reports: All Funds.

Deputy Director Forrest Hawes presented the following financial information to the Board Members for Review:

Fund Balance Report as of March 31, 2020:

- 1.) Accounts Receivable Report as of March 31, 2020
- 2.) Mr. Hawes reported to the Board Members that the accounts receivable report specified that the accounts receivable were 93% current as of March 31, 2020.

Agenda Item No. 5: Approval of Disbursements and Transfers: All Funds

The Board Members reviewed the April 8, 2020 Port Operations Account disbursements. Pursuant to review, a motion was made by Board Secretary Tony Holladay to approve disbursements and the corresponding transfers for April 8, 2020. The motion was seconded by Board Member Johnny Perez and the motion carried that the disbursements and the corresponding transfers be approved.

<u>TRANSFER NO</u>	<u>FUND ACCOUNT</u>	<u>AMOUNT</u>
<u>GROSS REVENUE FUND</u>		
2019-070	To Port Operations Fund	\$ 68,866.01
2019-072	To Port Operations Fund	68,317.95
2019-073	To Port Operations Fund	61,396.76
2019-074	To Port Operations Fund	198,250.41
	Total	\$ 394,831.13
<u>MAINTENANCE AND OPERATIONS FUND</u>		
2019-074	To Port Operations Fund	0.00
	Total	\$ 0.00

BUSINESS DEVELOPMENT FUND

2019-074	To Port Operations Fund	\$ 44.94
	Total	\$ 44.94

DEPRECIATION & MAJOR REPAIR FUND

2019-074	To Port Operations Fund	\$ 0.00
	Total	\$ 0.00

AN/NH3 OPERATING FUND

2019-074	To Port Operations Fund	\$ 54,772.22
	Total	\$ 54,772.22

TOTAL TRANSFERS TO PORT OPERATIONS ACCOUNT \$ 449,648.29

INTERFUND TRANSFERS

<u>DATE</u>	<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
4/8/20	AN/NH3 Operating	AN/NH3 Dep. M/R	\$7,500.00
	Total		<u>\$7,500.00</u>

Agenda Item No. 6: Port Director's Report.

Charles R. Hausmann, Port Director, reported the following:

A. Harbor Traffic Statistics for the month of March:

That a total of 108 vessels had arrived at the public port facilities during the month of March; 31 deep draft arrivals and 77 inland barges and a total of 230 invoices were issued. Further, that 13 deep draft vessels were already on schedule for April arrival.

Total revenue tons for the month of March were 518,110.1 short tons. The total tonnage for the first three quarters of fiscal year 2020 are 4,321,833.0 short tons.

B. NGL loaded out 14 crude oil barges totaling 47,057.5 short tons.

C. Seadrift Coke lightered 3 barges of needle coke totaling 4,957.6 short tons to 1 ship for export.

D. Harvest loaded out 8 crude oil barges totaling 25,629.2 short tons.

Agenda Item No. 7: Review and Consideration of a Memorandum of Understanding Between the Calhoun Port Authority and Ineos Nitriles USA LLC for Potential Sale of the AN/NH3 Facility.

No action was taken on this agenda item.

Agenda Item No. 8: Review and Consideration of a Request by Point Comfort Towing Services for an Increase in the Tariff for Tug Services at the Calhoun Port Authority.

The Board Members reviewed a copy of an email and the schedule of rates from Mr. John Buchanan, with Point Comfort Towing. The docking/sailing of a vessel would increase from \$3,750.00 to \$3,950.00 and they were requesting for a graduated tonnage fee based on each 1,000 GRT for the vessel as listed in Lloyd's Shipping index. Pursuant to further review and discussion, a motion was made by Board Secretary Tony Holladay to approve the increase in Tariff for Tug Services at the Calhoun Port Authority by Point Comfort Towing. The motion was seconded by Board Member Johnny Perez and the motion carried unanimously.

Agenda Item No. 9: Adjourn.

There being no further business to be brought before the Board, a motion was duly made that the meeting be declared adjourned at approximately 9:40 a.m. on Wednesday, April 8, 2020.

J. C. Melcher, Jr. Board Chair

ATTEST:

Tony Holladay, Board Secretary

CALHOUN COUNTY NAVIGATION DISTRICT

CHECK REGISTER

May 11, 2020

CHECK NO.	PAYEE	BUDGET ACCOUNT	AMOUNT
4780	WESLEY ABRAHAM	PORT MAINTENANCE WAGES	\$ 1,265.62
4781	RAYMOND BALLE	PORT MAINTENANCE WAGES	\$ 1,687.19
4782	KENNETH BULSTERBAUM	PORT OPERATIONS WAGES	\$ 2,234.59
4783	ANA CAVAZOS	PORT MAINTENANCE WAGES	\$ 1,159.58
4784	TORIBIO ESQUIVEL III	ADMINISTRATION WAGES	\$ 947.60
4785	LORI HAMMACK	ADMINISTRATION WAGES	\$ 1,186.62
4786	CHARLES R. HAUSMANN	ADMINISTRATION WAGES	\$ 5,285.75
4787	FORREST HAWES	ADMINISTRATION WAGES	\$ 4,930.15
4788	ADRIAN J. KAMM	PORT OPERATIONS WAGES	\$ 2,734.62
4789	DAVID M. KNUCKEY	ADMINISTRATION WAGES	\$ 1,896.21
4790	DANIEL LOCKEY	PORT OPERATIONS WAGES	\$ 2,444.90
4791	ENCARNACION LONGORIA	PORT MAINTENANCE WAGES	\$ 1,613.86
4792	MIRANDA M. MALEK	ADMINISTRATION WAGES	\$ 2,087.42
4793	EARL S. PATTILLO	PORT OPERATIONS WAGES	\$ 2,480.16
4794	STEPHEN C. RODRIGUEZ	PORT MAINTENANCE WAGES	\$ 2,117.19
4795	JORGE TERAN	PORT MAINTENANCE WAGES	\$ 1,350.98
4796	LUIS VELASQUEZ	PORT MAINTENANCE WAGES	\$ 1,535.74
33266	NATIONWIDE RETIREMENT	EMPLOYEE RETIREMENT CONTRIBUTION	\$ 2,000.00
33267	UNITED WAY OF CALHOUN COUNTY	PAYROLL CONTRIBUTIONS	\$ 23.50
33268	JANIK ALLIGATORS	ALLIGATOR REMOVAL	\$ 471.00
	ELECTRONIC FED. TAX PYMT. SYSTEM	PAYROLL TAX DEPOSIT	\$ 14,097.87
4797	WESLEY ABRAHAM	PORT MAINTENANCE WAGES	\$ 1,286.92
4798	RAYMOND BALLE	PORT MAINTENANCE WAGES	\$ 1,717.33
4799	KENNETH BULSTERBAUM	PORT OPERATIONS WAGES	\$ 1,778.38
4800	ANA CAVAZOS	PORT MAINTENANCE WAGES	\$ 1,198.22
4801	TORIBIO ESQUIVEL III	ADMINISTRATION WAGES	\$ 941.07
4802	LORI HAMMACK	ADMINISTRATION WAGES	\$ 1,281.02
4803	CHARLES R. HAUSMANN	ADMINISTRATION WAGES	\$ 4,970.91
4804	FORREST HAWES	ADMINISTRATION WAGES	\$ 4,591.73
4805	ADRIAN J. KAMM	PORT OPERATIONS WAGES	\$ 2,631.81
4806	DAVID M. KNUCKEY	ADMINISTRATION WAGES	\$ 1,207.73
4807	DANIEL LOCKEY	PORT OPERATIONS WAGES	\$ 2,247.15
4808	ENCARNACION LONGORIA	PORT MAINTENANCE WAGES	\$ 1,176.56
4809	MIRANDA M. MALEK	ADMINISTRATION WAGES	\$ 2,087.27
4810	EARL S. PATTILLO	PORT OPERATIONS WAGES	\$ 2,622.13
4811	STEPHEN C. RODRIGUEZ	PORT MAINTENANCE WAGES	\$ 2,023.33
4812	JORGE TERAN	PORT MAINTENANCE WAGES	\$ 1,142.22
4813	LUIS VELASQUEZ	PORT MAINTENANCE WAGES	\$ 1,627.01
33269	TEXAS CHILD SUPPORT DISBURSMENT	CHILD SUPPORT PAYMENT	\$ 445.38
33270	NATIONWIDE RETIREMENT	EMPLOYEE RETIREMENT CONTRIBUTION	\$ 2,000.00
33271	UNITED WAY OF CALHOUN COUNTY	PAYROLL CONTRIBUTIONS	\$ 23.50
	ELECTRONIC FED. TAX PYMT. SYSTEM	PAYROLL TAX DEPOSIT	\$ 11,816.63
33272	JASPER A. CUELLAR	BOARD SERVICE FEES	\$ 369.40
33273	LUIS DE LA GARZA	BOARD SERVICE FEES	\$ 331.07
33274	TONY HOLLADAY	BOARD SERVICE FEES	\$ 359.84
33275	J.C. MELCHER, JR.	BOARD SERVICE FEES	\$ 359.84
33276	JOHNNY J. PEREZ	BOARD SERVICE FEES	\$ 359.84
33277	H.C. WEHMEYER, JR.	BOARD SERVICE FEES	\$ 351.51
	ELECTRONIC FED. TAX PYMT. SYSTEM	PAYROLL TAX DEPOSIT	\$ 490.34
33281	ACE HARDWARE	M/P TOOLS & SUPPLIES	\$ 4.59
33282	AIRGAS	M/R BUILDINGS & FACILITIES	\$ 324.79
33283	AMERICAN EXPRESS	LAPTOPS, WEBEX, THERMOMETERS	\$ 2,569.78
33284	AMERICAN PAPER & JANITORIAL	JANITORIAL SERVICES & SUPPLIES (2MO)	\$ 2,820.00
33285	AQUA BEVERAGE	MISCELLANEOUS EXPENSE	\$ 94.45
33286	AT&T MOBILITY	CELL PHONE EXPENSE (2MO)	\$ 1,315.30

33287	AT&T TELECONFERENCE	TELEPHONE EXPENSE (2 MO)	\$	131.12
33288	AUTO PARTS & MACHINE	M/P VEHICLES & EQUIPMENT	\$	291.03
33289	BELAIRE ENVIRONMENTAL	SOUTH PENINSULA PROJECT	\$	3,325.00
33290	B-ENVIRONMENTAL	STORM/WASTEWATER TESTING	\$	1,365.00
33291	BLASTCO TEXAS	NH3 TANK ROOF REPAIR	\$	197,542.29 *
33292	CAMS EPARC	ENVIRONEMNTAL COMPLIANCE	\$	2,332.16
33293	CCND - DEPRECIATION M/R	FACILITY DEPRECIATION	\$	44,000.00
33294	CCND - GROSS REVENUE	WATER EXPENSE, PERSONNEL REIMB	\$	3,165.59
33295	CINTAS	MISCELLANEOUS EXPENSE	\$	869.18
33296	CITY OF POINT COMFORT	WATER EXPENSE	\$	1,141.20
33297	COASTAL OFFICE SOLUTIONS	OFFICE SUPPLY	\$	836.50
33298	COBB & COUNSEL	LEGAL EXPENSE	\$	1,257.15
33299	CSRS, INC.	MASTER PLAN DEVELOPMENT	\$	5,143.50
33300	CTI RESPONSE	OSRO RESPONSE	\$	1,250.00
33301	DEWITT POTH	OFFICE SUPPLY	\$	130.95
33302	FASTENAL COMPANY	M/R BUILDINGS & FACILITIES	\$	35.06
33303	FEDERAL EXPRESS	POSTAGE EXPENSE	\$	275.35
33304	FIRE RISK & SAFETY TECHNOLOGIES	FIRE PROTECTION AUDIT	\$	3,217.50
33305	FRONTIER COMMUNICATIONS	TELEPHONE EXPENSE	\$	978.22
33306	ANA CAVAZOS	AUTO USEAGE REIMBURSEMENT	\$	134.56
33307	GEXA ENERGY	ELECTRICAL EXPENSE	\$	34,304.73
33308	GREAT AMERICA FINANCIAL	COPIER LEASE	\$	240.32
33309	GUADALUPE BLANCO RIVER AUTHORITY	WATER EXPENSE	\$	63.32
33310	LORI HAMMACK	PETTY CASH REIMBURSEMENT	\$	129.35
33311	HARBOR FREIGHT TOOLS	M/P TOOLS & SUPPLIES	\$	75.14
33312	J&M SUPPLY	M/P TOOLS & SUPPLIES	\$	627.00
33313	LAVACA NAVIDAD RIVER AUTHORITY	RAW WATER EXPENSE	\$	8,790.80
33314	LESTER CONTRACTING	NORTH PENINSULA ACCESS ROAD PROJECT	\$	93,997.22
33315	LOWES	M/R BUILDINGS & FACILITIES	\$	60.79
33316	MIRANDA M. MALEK	AUTO USEAGE REIMBURSEMENT	\$	551.66
33317	MATAGORDA BAY PILOTS ASSOC	SHIFT EMANUELE	\$	1,472.10
33318	MCGRIFF, SEIBELS & WILLIAMS	PROPERTY & LIABILITY INSURANCE	\$	426,431.80 **
33319	MENCHACA'S SECURITY	SECURITY EXPENSE	\$	33,954.39
33320	MID COAST PETROLEUM	FUEL & OIL EXPENSE	\$	1,391.00
33321	NATIONWIDE RETIREMENT	EMPLOYEE RETIREMENT CONTRIBUTION	\$	7,663.63
33322	PALACIOS MARINE INDUSTRIAL	DBD POWER REFEED PROJECT	\$	163,983.13 ***
33323	POINT COMFORT MOORING	SHIFT EMANUELE	\$	2,715.00
33324	POWER HARDWARE	M/R BUILDINGS & FACILITIES	\$	96.41
33325	PROFESSIONAL SERVICE INDUSTRIES	NORTH PENINSULA ACCESS ROAD PROJECT	\$	620.00
33326	REGIONAL STEEL PRODUCTS	I BEAMS FOR CD HOPPER COVER	\$	734.80
33327	ROBERTS, ODEFY, WITTE & WALL	MAX MIDSTREAM	\$	4,028.45 ****
		NGL	\$	1,074.00
		INEOS	\$	174.00
		LEASES AND CONTRACTS	\$	450.00
		RETAINER	\$	2,000.00
		RETAINER	\$	2,000.00
		MOU, TCAP, CRCS,	\$	2,246.85
		NST	\$	130.35
		RESEARCH, CONFERENCE MEETINGS,	\$	3,403.20
		TAK INVESTEMENTS	\$	180.00
		PROPERTY PURCHASE	\$	249.00
33328	SAFETY KLEEN	WASHER SOLVENT	\$	644.64
33329	SHERWIN WILLIAMS	M/R BUILDINGS & FACILITIES	\$	45.51
33330	SHOPPAS FARM SUPPLY	M/P VEHICLES & EQUIPMENT	\$	382.81
33331	STANDARD COFFEE	MISCELLANEOUS EXPENSE	\$	159.62
33332	STALWART STRATEGIES	LEGISLATIVE CONSULTING	\$	7,658.60
33333	SUPERIOR TERMITE PEST CONTROL	M/R BUILDINGS & FACILITIES	\$	350.00
33334	TISD TRUE INTERNET	INTERNET EXPENSE	\$	199.98
33335	THE BACK OFFICE	MISCELLANEOUS EXPENSE	\$	52.36
33336	TML IRP	LIABILITY & WORKERS COMPENSATION	\$	6,181.75
33337	TML IEBP	EMPLOYEE HEALTH INSURANCE COVERAGE	\$	29,217.63

33338	WASTE MANAGEMENT	WASTE DISPOSAL	\$	394.22
	ADVANCE PAYMENT ON EMPLOYEE HEALTH INSURANCE		\$	(2,247.45)

- * 100% AN/NH3
- ** \$281,092 AN/NH3 / \$144,804.80 PORT
- *** FINAL PAYMENT
- **** 100% ADMINISTRATIVE FEE

TOTAL			\$	<u>1,216,417.07</u>
GROSS REVENUE FUND			\$	710,889.88
MAINTENANCE & OPERATIONS FUND				
BUSINESS DEVELOPMENT FUND			\$	24.48
DEPRECIATION & MAJOR REPAIR FUND				
AN/NH3 OPERATING FUND			\$	505,502.71
TOTAL FUND DISTRIBUTION		-----	\$	<u>1,216,417.07</u>

**CALHOUN COUNTY NAVIGATION DISTRICT
FUND TRANSFERS
May 11, 2020**

CHECK #	FUND ACCOUNT	AMOUNT
GROSS REVENUE FUND		
2019-075	To Port Operations Account	\$ 73,728.27
2019-076	To Port Operations Account	\$ 471.00
2019-077	To Port Operations Account	\$ 62,301.39
2019-079	To Port Operations Account	\$ 574,389.22
	Total	\$ 710,889.88
MAINTENANCE AND OPERATION FUND		
2019-079	To Port Operations Account	
	Total	\$0.00
BUSINESS DEVELOPMENT FUND		
2019-079	To Port Operations Account	\$ 24.48
		\$24.48
DEPRECIATION & MAJOR REPAIR FUND		
2019-079	To Port Operations Account	
	Total	\$ -
AN/NH3 OPERATING FUND		
2019-079	To Port Operations Account	\$ 505,502.71
		\$ 505,502.71
TOTAL TRANSFERS TO PORT OPERATIONS ACCOUNT		<u>\$1,216,417.07</u>

INTERFUND TRANSFERS

DATE	FROM	TO	AMOUNT
5/11/2020	AN/NH3 Operating	AN/NH3 Dep. M/R	\$7,500.00
		Total Interfund Transfers	<u>\$7,500.00</u>

**Fund Balance Report
April 30, 2020**

	<u>3/31/2020</u> <u>Balance</u>	<u>4/30/2020</u> <u>Balance</u>
<u>UNENCUMBERED FUNDS</u>		
Maintenance & Operations	32,786.01	29,723.21
Gross Revenue	20,577,626.90	21,070,267.97
Business Development	4,169,523.55	4,208,642.84
Port Operations	34,870.82	56,204.24
Industrial Dev. Authority	913.10	913.24
Depreciation & Major Repairs	5,266,744.38	5,311,527.10
<u>TOTAL UNENCUMBERED FUNDS ON DEPOSIT</u>	<u>30,082,464.76</u>	<u>30,677,278.60</u>
<u>ENCUMBERED FUNDS</u>		
AN/NH 3 Operating	748,088.16	941,045.90
AN/NH3 Reserve	311,333.81	311,379.87
AN/NH3 DEPR. & M.R.	2,036,028.91	2,043,830.37
DBD Maintenance Fee	530,187.77	530,266.21
Legal Reimbursement	\$25,948.35	25,952.19
<u>TOTAL ENCUMBERED FUNDS ON DEPOSIT</u>	<u>3,651,587.00</u>	<u>3,852,474.54</u>
<u>TOTAL ALL FUNDS ON DEPOSIT</u>	<u>33,734,051.76</u>	<u>34,529,753.14</u>
DEPOSIT OF RECEIVABLES	\$702,607.01	\$1,152,627.05
ENCUMBERED DEPOSITS	\$11,866.44	\$307,534.85
TRANSFERS TO DEPRECIATION ACCOUNTS	\$54,653.25	\$54,653.25
INTERFUND TRANSFERS TO OPERATIONS ACCOUNT	\$454,993.76	\$385,894.49
<u>TOTAL DEPOSIT ALL FUNDS</u>	<u>\$1,224,120.46</u>	<u>\$1,900,709.64</u>
SERIES 1998 BOND DEBT SERVICE	\$86,786.89	\$42,008.20
SERIES 2003 BOND DEBT SERVICE	\$7,146.89	\$2,346.89
<u>TOTAL AN/NH3 DEBT SERVICE</u>	<u>\$93,933.78</u>	<u>\$44,355.09</u>
WIRE TRANSFER TO INEOS ABOVE \$250,000.00		
<u>TOTAL OF ACCOUNTS RECEIVABLE</u>	<u>\$1,006,935.31</u>	<u>\$698,960.01</u>

Calhoun Port Authority
Aged Receivables by Due Date - Aged Receivables Custom
Aging Date - 4/30/2020
From 4/1/2020 Through 4/30/2020

Customer Name	Invoi... Num...	Due Date	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
American Commercial ...	53912	3/12/2020	0.00	0.00	199.53	0.00	0.00	199.53
	54445	5/24/2020	464.84	0.00	0.00	0.00	0.00	464.84
Total American Comm...			464.84	0.00	199.53	0.00	0.00	664.37
AN/NH3 Facilities	54363	5/15/2020	12.34	0.00	0.00	0.00	0.00	12.34
Total AN/NH3 Facilities			12.34	0.00	0.00	0.00	0.00	12.34
Biehl & Company	54441	5/24/2020	5,719.74	0.00	0.00	0.00	0.00	5,719.74
	54510	6/5/2020	4,422.01	0.00	0.00	0.00	0.00	4,422.01
Total Biehl & Company			10,141.75	0.00	0.00	0.00	0.00	10,141.75
Bryant Marine	54235	4/29/2020	0.00	2,818.48	0.00	0.00	0.00	2,818.48
	54331	5/8/2020	30.28	0.00	0.00	0.00	0.00	30.28
	54344	5/9/2020	2,489.81	0.00	0.00	0.00	0.00	2,489.81
	54381	5/20/2020	2,587.48	0.00	0.00	0.00	0.00	2,587.48
	54384	5/20/2020	2,587.48	0.00	0.00	0.00	0.00	2,587.48
	54457	5/28/2020	3,505.57	0.00	0.00	0.00	0.00	3,505.57
Total Bryant Marine			11,200.62	2,818.48	0.00	0.00	0.00	14,019.10
Calco Towing	54297	5/6/2020	548.02	0.00	0.00	0.00	0.00	548.02
Total Calco Towing			548.02	0.00	0.00	0.00	0.00	548.02
Ceres Consulting, L.L.C.	54104	4/10/2020	0.00	397.07	0.00	0.00	0.00	397.07
	54105	4/10/2020	0.00	397.07	0.00	0.00	0.00	397.07
	54257	4/30/2020	930.57	0.00	0.00	0.00	0.00	930.57
	54399	5/21/2020	4,479.07	0.00	0.00	0.00	0.00	4,479.07
	54400	5/21/2020	3,733.02	0.00	0.00	0.00	0.00	3,733.02
	54401	5/21/2020	1,554.27	0.00	0.00	0.00	0.00	1,554.27
	54404	5/22/2020	2,177.97	0.00	0.00	0.00	0.00	2,177.97
	54449	5/28/2020	306.87	0.00	0.00	0.00	0.00	306.87
Total Ceres Consulting,...			13,181.77	794.14	0.00	0.00	0.00	13,975.91
Chem Carriers LLC	54302	5/7/2020	175.21	0.00	0.00	0.00	0.00	175.21
	54304	5/7/2020	227.25	0.00	0.00	0.00	0.00	227.25
	54390	5/20/2020	216.79	0.00	0.00	0.00	0.00	216.79
	54392	5/20/2020	268.83	0.00	0.00	0.00	0.00	268.83
	54423	5/22/2020	589.56	0.00	0.00	0.00	0.00	589.56
	54428	5/22/2020	209.87	0.00	0.00	0.00	0.00	209.87
	54430	5/22/2020	227.25	0.00	0.00	0.00	0.00	227.25
	54432	5/22/2020	124.74	0.00	0.00	0.00	0.00	124.74
	54463	5/28/2020	175.21	0.00	0.00	0.00	0.00	175.21
	54465	5/28/2020	227.25	0.00	0.00	0.00	0.00	227.25
	54511	6/5/2020	227.25	0.00	0.00	0.00	0.00	227.25
	54513	6/5/2020	140.55	0.00	0.00	0.00	0.00	140.55
	54515	6/5/2020	124.74	0.00	0.00	0.00	0.00	124.74
Total Chem Carriers LLC			2,934.50	0.00	0.00	0.00	0.00	2,934.50
Chem Carriers Towing,...	54393	5/20/2020	39.96	0.00	0.00	0.00	0.00	39.96

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	54516	6/5/2020	32.48	0.00	0.00	0.00	0.00	32.48
Total Chem Carriers To...			72.44	0.00	0.00	0.00	0.00	72.44
Crosby Towing	54210	4/24/2020	0.00	464.84	0.00	0.00	0.00	464.84
	54220	4/25/2020	0.00	414.18	0.00	0.00	0.00	414.18
	54246	4/29/2020	0.00	277.72	0.00	0.00	0.00	277.72
	54267	4/30/2020	199.53	0.00	0.00	0.00	0.00	199.53
	54321	5/7/2020	199.53	0.00	0.00	0.00	0.00	199.53
	54395	5/20/2020	199.53	0.00	0.00	0.00	0.00	199.53
	54480	5/30/2020	298.52	0.00	0.00	0.00	0.00	298.52
Total Crosby Towing			897.11	1,156.74	0.00	0.00	0.00	2,053.85
Davis Shipping Agencie...	54332	5/8/2020	5,461.26	0.00	0.00	0.00	0.00	5,461.26
Total Davis Shipping A...			5,461.26	0.00	0.00	0.00	0.00	5,461.26
Devall Towing	54153	4/15/2020	0.00	277.72	0.00	0.00	0.00	277.72
	54194	4/22/2020	0.00	199.53	0.00	0.00	0.00	199.53
	54197	4/22/2020	0.00	277.72	0.00	0.00	0.00	277.72
	54200	4/22/2020	0.00	199.53	0.00	0.00	0.00	199.53
	54202	4/22/2020	0.00	199.53	0.00	0.00	0.00	199.53
	54239	4/26/2020	0.00	365.85	0.00	0.00	0.00	365.85
	54248	4/29/2020	0.00	199.53	0.00	0.00	0.00	199.53
	54285	5/1/2020	298.52	0.00	0.00	0.00	0.00	298.52
	54286	5/1/2020	381.70	0.00	0.00	0.00	0.00	381.70
	54307	5/7/2020	199.53	0.00	0.00	0.00	0.00	199.53
	54315	5/7/2020	185.67	0.00	0.00	0.00	0.00	185.67
	54340	5/9/2020	50.47	0.00	0.00	0.00	0.00	50.47
	54343	5/9/2020	199.53	0.00	0.00	0.00	0.00	199.53
	54354	5/13/2020	199.53	0.00	0.00	0.00	0.00	199.53
	54357	5/13/2020	532.17	0.00	0.00	0.00	0.00	532.17
	54410	5/22/2020	199.53	0.00	0.00	0.00	0.00	199.53
	54412	5/22/2020	199.53	0.00	0.00	0.00	0.00	199.53
	54415	5/22/2020	277.72	0.00	0.00	0.00	0.00	277.72
	54440	5/24/2020	381.70	0.00	0.00	0.00	0.00	381.70
	54443	5/24/2020	707.46	0.00	0.00	0.00	0.00	707.46
	54444	5/24/2020	624.28	0.00	0.00	0.00	0.00	624.28
	54451	5/28/2020	199.53	0.00	0.00	0.00	0.00	199.53
	54467	5/28/2020	277.72	0.00	0.00	0.00	0.00	277.72
	54470	5/28/2020	199.53	0.00	0.00	0.00	0.00	199.53
Total Devall Towing			5,114.12	1,719.41	0.00	0.00	0.00	6,833.53
E2 Marine Services LLC	54033	3/29/2020	0.00	0.00	185.67	0.00	0.00	185.67
	54171	4/17/2020	0.00	338.13	0.00	0.00	0.00	338.13
	54251	4/30/2020	365.85	0.00	0.00	0.00	0.00	365.85
	54253	4/30/2020	225.63	0.00	0.00	0.00	0.00	225.63
Total E2 Marine Servic...			591.48	338.13	185.67	0.00	0.00	1,115.28
Enterprise Marine Servi...	54298	5/6/2020	707.48	0.00	0.00	0.00	0.00	707.48

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Total Enterprise Marin...			707.48	0.00	0.00	0.00	0.00	707.48
Florida Marine Transpo...	54058	4/2/2020	0.00	559.89	0.00	0.00	0.00	559.89
	54115	4/10/2020	0.00	296.55	0.00	0.00	0.00	296.55
	54191	4/22/2020	0.00	559.89	0.00	0.00	0.00	559.89
	54244	4/29/2020	0.00	575.76	0.00	0.00	0.00	575.76
	54300	5/7/2020	839.16	0.00	0.00	0.00	0.00	839.16
	54358	5/14/2020	548.04	0.00	0.00	0.00	0.00	548.04
	54388	5/20/2020	185.67	0.00	0.00	0.00	0.00	185.67
	54461	5/28/2020	430.20	0.00	0.00	0.00	0.00	430.20
	54482	5/30/2020	541.08	0.00	0.00	0.00	0.00	541.08
Total Florida Marine Tr...			2,544.15	1,992.09	0.00	0.00	0.00	4,536.24
Formosa Plastics Corpo...	54303	5/7/2020	597.25	0.00	0.00	0.00	0.00	597.25
	54305	5/7/2020	609.07	0.00	0.00	0.00	0.00	609.07
	54328	5/7/2020	3,282.01	0.00	0.00	0.00	0.00	3,282.01
	54330	5/8/2020	9,446.18	0.00	0.00	0.00	0.00	9,446.18
	54333	5/8/2020	6,963.45	0.00	0.00	0.00	0.00	6,963.45
	54336	5/8/2020	1,443.60	0.00	0.00	0.00	0.00	1,443.60
	54338	5/8/2020	1,978.00	0.00	0.00	0.00	0.00	1,978.00
	54345	5/9/2020	3,356.66	0.00	0.00	0.00	0.00	3,356.66
	54364	5/15/2020	31.04	0.00	0.00	0.00	0.00	31.04
	54369	5/20/2020	7,957.07	0.00	0.00	0.00	0.00	7,957.07
	54371	5/20/2020	2,247.47	0.00	0.00	0.00	0.00	2,247.47
	54372	5/20/2020	2,247.47	0.00	0.00	0.00	0.00	2,247.47
	54373	5/20/2020	1,123.74	0.00	0.00	0.00	0.00	1,123.74
	54374	5/20/2020	1,976.37	0.00	0.00	0.00	0.00	1,976.37
	54376	5/20/2020	2,713.42	0.00	0.00	0.00	0.00	2,713.42
	54377	5/20/2020	1,799.38	0.00	0.00	0.00	0.00	1,799.38
	54378	5/20/2020	1,124.61	0.00	0.00	0.00	0.00	1,124.61
	54380	5/20/2020	212.64	0.00	0.00	0.00	0.00	212.64
	54382	5/20/2020	637.88	0.00	0.00	0.00	0.00	637.88
	54383	5/20/2020	639.42	0.00	0.00	0.00	0.00	639.42
	54385	5/20/2020	852.58	0.00	0.00	0.00	0.00	852.58
	54386	5/20/2020	1,403.66	0.00	0.00	0.00	0.00	1,403.66
	54389	5/20/2020	557.17	0.00	0.00	0.00	0.00	557.17
	54391	5/20/2020	664.55	0.00	0.00	0.00	0.00	664.55
	54394	5/20/2020	631.60	0.00	0.00	0.00	0.00	631.60
	54396	5/20/2020	578.11	0.00	0.00	0.00	0.00	578.11
	54397	5/20/2020	4,185.15	0.00	0.00	0.00	0.00	4,185.15
	54420	5/22/2020	1,946.71	0.00	0.00	0.00	0.00	1,946.71
	54421	5/22/2020	707.05	0.00	0.00	0.00	0.00	707.05
	54424	5/22/2020	608.65	0.00	0.00	0.00	0.00	608.65
	54425	5/22/2020	557.17	0.00	0.00	0.00	0.00	557.17
	54426	5/22/2020	496.41	0.00	0.00	0.00	0.00	496.41
	54429	5/22/2020	624.73	0.00	0.00	0.00	0.00	624.73
	54431	5/22/2020	611.53	0.00	0.00	0.00	0.00	611.53
	54433	5/22/2020	649.99	0.00	0.00	0.00	0.00	649.99
	54446	5/24/2020	1,503.58	0.00	0.00	0.00	0.00	1,503.58
	54447	5/24/2020	3,272.83	0.00	0.00	0.00	0.00	3,272.83
	54454	5/28/2020	1,427.41	0.00	0.00	0.00	0.00	1,427.41
	54455	5/28/2020	1,420.61	0.00	0.00	0.00	0.00	1,420.61

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	54458	5/28/2020	3,181.68	0.00	0.00	0.00	0.00	3,181.68
	54459	5/28/2020	4,018.99	0.00	0.00	0.00	0.00	4,018.99
	54462	5/28/2020	543.51	0.00	0.00	0.00	0.00	543.51
	54464	5/28/2020	610.41	0.00	0.00	0.00	0.00	610.41
	54466	5/28/2020	653.11	0.00	0.00	0.00	0.00	653.11
	54471	5/28/2020	500.17	0.00	0.00	0.00	0.00	500.17
	54473	5/28/2020	2,644.40	0.00	0.00	0.00	0.00	2,644.40
	54474	5/28/2020	1,057.47	0.00	0.00	0.00	0.00	1,057.47
	54476	5/28/2020	1,227.31	0.00	0.00	0.00	0.00	1,227.31
	54477	5/28/2020	1,229.81	0.00	0.00	0.00	0.00	1,229.81
	54481	5/30/2020	600.72	0.00	0.00	0.00	0.00	600.72
	54503	6/3/2020	1,472.10	0.00	0.00	0.00	0.00	1,472.10
	54504	6/3/2020	2,715.00	0.00	0.00	0.00	0.00	2,715.00
	54512	6/5/2020	601.30	0.00	0.00	0.00	0.00	601.30
	54514	6/5/2020	638.02	0.00	0.00	0.00	0.00	638.02
	54517	6/5/2020	613.60	0.00	0.00	0.00	0.00	613.60
Total Formosa Plastics ...			95,393.82	0.00	0.00	0.00	0.00	95,393.82
General Steamship Corp	54204	4/22/2020	0.00	5,561.38	0.00	0.00	0.00	5,561.38
	54228	4/26/2020	0.00	5,760.64	0.00	0.00	0.00	5,760.64
	54329	5/7/2020	5,198.03	0.00	0.00	0.00	0.00	5,198.03
	54434	5/24/2020	5,396.31	0.00	0.00	0.00	0.00	5,396.31
Total General Steamshi...			10,594.34	11,322.02	0.00	0.00	0.00	21,916.36
Great River Industries	54272	5/1/2020	50.00	0.00	0.00	0.00	0.00	50.00
Total Great River Indu...			50.00	0.00	0.00	0.00	0.00	50.00
Harvest Midstream	54359	5/14/2020	1,058.32	0.00	0.00	0.00	0.00	1,058.32
	54436	5/24/2020	2,039.23	0.00	0.00	0.00	0.00	2,039.23
	54483	5/30/2020	2,115.44	0.00	0.00	0.00	0.00	2,115.44
Total Harvest Midstream			5,212.99	0.00	0.00	0.00	0.00	5,212.99
Host Agency	54295	5/6/2020	24,887.16	0.00	0.00	0.00	0.00	24,887.16
Total Host Agency			24,887.16	0.00	0.00	0.00	0.00	24,887.16
Inchcape Shipping Ser...	54223	4/25/2020	0.00	4,722.40	0.00	0.00	0.00	4,722.40
	54249	4/29/2020	0.00	4,533.66	0.00	0.00	0.00	4,533.66
	54256	4/30/2020	8,668.80	0.00	0.00	0.00	0.00	8,668.80
	54327	5/7/2020	8,301.16	0.00	0.00	0.00	0.00	8,301.16
	54348	5/13/2020	3,797.67	0.00	0.00	0.00	0.00	3,797.67
	54351	5/13/2020	3,190.98	0.00	0.00	0.00	0.00	3,190.98
	54361	5/14/2020	8,303.65	0.00	0.00	0.00	0.00	8,303.65
	54398	5/20/2020	4,113.88	0.00	0.00	0.00	0.00	4,113.88
	54422	5/22/2020	7,652.92	0.00	0.00	0.00	0.00	7,652.92
	54448	5/24/2020	4,332.40	0.00	0.00	0.00	0.00	4,332.40
	54452	5/28/2020	4,144.31	0.00	0.00	0.00	0.00	4,144.31
	54460	5/28/2020	8,022.94	0.00	0.00	0.00	0.00	8,022.94
	54475	5/28/2020	2,809.84	0.00	0.00	0.00	0.00	2,809.84

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Total Inchcape Shippin...			63,338.55	9,256.06	0.00	0.00	0.00	72,594.61
INEOS Nitriles USA LLC	54237	4/26/2020	0.00	6,702.26	0.00	0.00	0.00	6,702.26
	54250	4/29/2020	0.00	1,937.20	0.00	0.00	0.00	1,937.20
	54259	4/30/2020	2,007.05	0.00	0.00	0.00	0.00	2,007.05
	54316	5/7/2020	406.84	0.00	0.00	0.00	0.00	406.84
	54335	5/8/2020	2,469.52	0.00	0.00	0.00	0.00	2,469.52
	54349	5/13/2020	1,058.43	0.00	0.00	0.00	0.00	1,058.43
	54350	5/13/2020	671.38	0.00	0.00	0.00	0.00	671.38
	54352	5/13/2020	1,181.83	0.00	0.00	0.00	0.00	1,181.83
	54362	5/14/2020	2,088.98	0.00	0.00	0.00	0.00	2,088.98
	54416	5/22/2020	447.42	0.00	0.00	0.00	0.00	447.42
	54417	5/22/2020	1,518.62	0.00	0.00	0.00	0.00	1,518.62
	54419	5/22/2020	1,004.09	0.00	0.00	0.00	0.00	1,004.09
	54453	5/28/2020	1,410.61	0.00	0.00	0.00	0.00	1,410.61
	54468	5/28/2020	448.06	0.00	0.00	0.00	0.00	448.06
Total INEOS Nitriles U...			14,712.83	8,639.46	0.00	0.00	0.00	23,352.29
Inspectorate America ...	54275	5/1/2020	778.90	0.00	0.00	0.00	0.00	778.90
Total Inspectorate Am...			778.90	0.00	0.00	0.00	0.00	778.90
Invista S.a.r.l.	54080	4/8/2020	0.00	126.70	0.00	0.00	0.00	126.70
	54179	4/17/2020	0.00	4,938.45	0.00	0.00	0.00	4,938.45
	54181	4/18/2020	0.00	126.79	0.00	0.00	0.00	126.79
	54193	4/22/2020	0.00	126.93	0.00	0.00	0.00	126.93
	54199	4/22/2020	0.00	127.16	0.00	0.00	0.00	127.16
	54201	4/22/2020	0.00	127.00	0.00	0.00	0.00	127.00
	54238	4/26/2020	0.00	126.84	0.00	0.00	0.00	126.84
	54247	4/29/2020	0.00	126.82	0.00	0.00	0.00	126.82
	54284	5/1/2020	1,176.69	0.00	0.00	0.00	0.00	1,176.69
	54306	5/7/2020	127.01	0.00	0.00	0.00	0.00	127.01
	54342	5/9/2020	126.93	0.00	0.00	0.00	0.00	126.93
	54346	5/9/2020	190,593.85	0.00	0.00	0.00	0.00	190,593.85
	54353	5/13/2020	126.76	0.00	0.00	0.00	0.00	126.76
	54356	5/13/2020	634.95	0.00	0.00	0.00	0.00	634.95
	54409	5/22/2020	126.76	0.00	0.00	0.00	0.00	126.76
	54411	5/22/2020	126.85	0.00	0.00	0.00	0.00	126.85
	54413	5/22/2020	5,433.70	0.00	0.00	0.00	0.00	5,433.70
	54438	5/24/2020	614.18	0.00	0.00	0.00	0.00	614.18
	54442	5/24/2020	2,247.72	0.00	0.00	0.00	0.00	2,247.72
	54450	5/28/2020	127.05	0.00	0.00	0.00	0.00	127.05
	54469	5/28/2020	127.00	0.00	0.00	0.00	0.00	127.00
	54509	6/5/2020	1,763.71	0.00	0.00	0.00	0.00	1,763.71
Total Invista S.a.r.l.			203,353.16	5,826.69	0.00	0.00	0.00	209,179.85
Kirby Inland Marine	54111	4/10/2020	0.00	298.52	0.00	0.00	0.00	298.52
	54114	4/10/2020	0.00	444.04	0.00	0.00	0.00	444.04
	54141	4/15/2020	0.00	672.74	0.00	0.00	0.00	672.74
	54148	4/15/2020	0.00	298.52	0.00	0.00	0.00	298.52
	54152	4/15/2020	0.00	532.17	0.00	0.00	0.00	532.17
	54174	4/17/2020	0.00	199.53	0.00	0.00	0.00	199.53

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	54206	4/22/2020	0.00	199.53	0.00	0.00	0.00	199.53
	54225	4/25/2020	0.00	381.70	0.00	0.00	0.00	381.70
	54243	4/29/2020	0.00	430.20	0.00	0.00	0.00	430.20
	54258	4/30/2020	209.89	0.00	0.00	0.00	0.00	209.89
	54266	4/30/2020	232.01	0.00	0.00	0.00	0.00	232.01
	54291	5/6/2020	559.89	0.00	0.00	0.00	0.00	559.89
	54310	5/7/2020	336.51	0.00	0.00	0.00	0.00	336.51
	54318	5/7/2020	298.52	0.00	0.00	0.00	0.00	298.52
	54320	5/7/2020	298.52	0.00	0.00	0.00	0.00	298.52
	54325	5/7/2020	672.80	0.00	0.00	0.00	0.00	672.80
	54337	5/8/2020	199.53	0.00	0.00	0.00	0.00	199.53
	54366	5/16/2020	329.03	0.00	0.00	0.00	0.00	329.03
	54387	5/20/2020	532.17	0.00	0.00	0.00	0.00	532.17
	54402	5/22/2020	444.06	0.00	0.00	0.00	0.00	444.06
	54427	5/22/2020	402.46	0.00	0.00	0.00	0.00	402.46
	54456	5/28/2020	444.06	0.00	0.00	0.00	0.00	444.06
	54472	5/28/2020	185.67	0.00	0.00	0.00	0.00	185.67
	54484	5/30/2020	638.16	0.00	0.00	0.00	0.00	638.16
	54486	5/30/2020	296.55	0.00	0.00	0.00	0.00	296.55
	6743...	11/20/2019	0.00	0.00	0.00	0.00	(367.86)	(367.86)
Total Kirby Inland Marine			6,079.83	3,456.95	0.00	0.00	(367.86)	9,168.92
Kirby Offshore Marine	54090	4/8/2020	0.00	8,304.25	0.00	0.00	0.00	8,304.25
	54379	5/20/2020	3,984.84	0.00	0.00	0.00	0.00	3,984.84
Total Kirby Offshore M...			3,984.84	8,304.25	0.00	0.00	0.00	12,289.09
LeBeouf Bros. Towing, ...	54075	4/4/2020	0.00	329.03	0.00	0.00	0.00	329.03
	54118	4/10/2020	0.00	296.55	0.00	0.00	0.00	296.55
	54185	4/18/2020	0.00	296.55	0.00	0.00	0.00	296.55
	54308	5/7/2020	296.55	0.00	0.00	0.00	0.00	296.55
	54312	5/7/2020	444.06	0.00	0.00	0.00	0.00	444.06
	54437	5/24/2020	296.55	0.00	0.00	0.00	0.00	296.55
	54490	5/30/2020	747.42	0.00	0.00	0.00	0.00	747.42
	54507	6/5/2020	1,033.14	0.00	0.00	0.00	0.00	1,033.14
Total LeBeouf Bros. To...			2,817.72	922.13	0.00	0.00	0.00	3,739.85
Leeward Agency, Inc.	54408	5/22/2020	11,178.23	0.00	0.00	0.00	0.00	11,178.23
Total Leeward Agency,...			11,178.23	0.00	0.00	0.00	0.00	11,178.23
Max Midstream Texas, ...	54479	5/28/2020	24,000.00	0.00	0.00	0.00	0.00	24,000.00
Total Max Midstream T...			24,000.00	0.00	0.00	0.00	0.00	24,000.00
Moran Towing	1000...	4/29/2020	0.00	(802.09)	0.00	0.00	0.00	(802.09)
Total Moran Towing			0.00	(802.09)	0.00	0.00	0.00	(802.09)
NGL Crude Terminals, ...	54276	5/1/2020	25.00	0.00	0.00	0.00	0.00	25.00
	54290	5/6/2020	2,350.12	0.00	0.00	0.00	0.00	2,350.12
	54292	5/6/2020	2,244.84	0.00	0.00	0.00	0.00	2,244.84

Calhoun Port Authority
Aged Receivables by Due Date - Aged Receivables Custom
Aging Date - 4/30/2020
From 4/1/2020 Through 4/30/2020

Customer Name	Invoi... Num...	Due Date	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
	54293	5/6/2020	2,622.38	0.00	0.00	0.00	0.00	2,622.38
	54309	5/7/2020	2,256.29	0.00	0.00	0.00	0.00	2,256.29
	54311	5/7/2020	2,216.66	0.00	0.00	0.00	0.00	2,216.66
	54313	5/7/2020	2,180.19	0.00	0.00	0.00	0.00	2,180.19
	54341	5/9/2020	2,530.38	0.00	0.00	0.00	0.00	2,530.38
	54365	5/16/2020	2,494.64	0.00	0.00	0.00	0.00	2,494.64
	54367	5/16/2020	2,186.66	0.00	0.00	0.00	0.00	2,186.66
	54368	5/16/2020	2,874.47	0.00	0.00	0.00	0.00	2,874.47
	54403	5/22/2020	2,111.42	0.00	0.00	0.00	0.00	2,111.42
	54485	5/30/2020	2,204.93	0.00	0.00	0.00	0.00	2,204.93
	54487	5/30/2020	1,482.25	0.00	0.00	0.00	0.00	1,482.25
	54489	5/30/2020	2,620.73	0.00	0.00	0.00	0.00	2,620.73
	54491	5/30/2020	2,294.45	0.00	0.00	0.00	0.00	2,294.45
	54506	6/5/2020	2,447.49	0.00	0.00	0.00	0.00	2,447.49
	54508	6/5/2020	2,205.74	0.00	0.00	0.00	0.00	2,205.74
Total NGL Crude Termi...			39,348.64	0.00	0.00	0.00	0.00	39,348.64
NGL Marine, LLC	54289	5/6/2020	410.91	0.00	0.00	0.00	0.00	410.91
	54488	5/30/2020	674.31	0.00	0.00	0.00	0.00	674.31
	54505	6/5/2020	480.79	0.00	0.00	0.00	0.00	480.79
Total NGL Marine, LLC			1,566.01	0.00	0.00	0.00	0.00	1,566.01
Norton Lilly	54370	5/20/2020	5,396.32	0.00	0.00	0.00	0.00	5,396.32
Total Norton Lilly			5,396.32	0.00	0.00	0.00	0.00	5,396.32
Odfjell USA	54418	5/22/2020	8,235.20	0.00	0.00	0.00	0.00	8,235.20
Total Odfjell USA			8,235.20	0.00	0.00	0.00	0.00	8,235.20
Port Comfort Power, LLC	54360	5/14/2020	1,557.32	0.00	0.00	0.00	0.00	1,557.32
Total Port Comfort Po...			1,557.32	0.00	0.00	0.00	0.00	1,557.32
SGR Energy, Inc.	54162	4/16/2020	0.00	2,662.67	0.00	0.00	0.00	2,662.67
	54214	4/25/2020	0.00	3,161.89	0.00	0.00	0.00	3,161.89
	54294	5/6/2020	8,533.47	0.00	0.00	0.00	0.00	8,533.47
Total SGR Energy, Inc.			8,533.47	5,824.56	0.00	0.00	0.00	14,358.03
Simplot	54218	4/25/2020	0.00	2,670.89	0.00	0.00	0.00	2,670.89
	54240	4/26/2020	0.00	1,637.03	0.00	0.00	0.00	1,637.03
	54279	5/1/2020	75.00	0.00	0.00	0.00	0.00	75.00
	54281	5/1/2020	21,968.61	0.00	0.00	0.00	0.00	21,968.61
Total Simplot			22,043.61	4,307.92	0.00	0.00	0.00	26,351.53
Southern Towing Co.	6482a	4/21/2020	0.00	(80.65)	0.00	0.00	0.00	(80.65)
Total Southern Towing...			0.00	(80.65)	0.00	0.00	0.00	(80.65)
Texas Marine Agency	54170	4/17/2020	0.00	8,751.78	0.00	0.00	0.00	8,751.78
	54339	5/8/2020	4,023.38	0.00	0.00	0.00	0.00	4,023.38

Calhoun Port Authority
Aged Receivables by Due Date - Aged Receivables Custom
Aging Date - 4/30/2020
From 4/1/2020 Through 4/30/2020

Customer Name	Invoi... Num...	Due Date	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
	54439	5/24/2020	3,847.28	0.00	0.00	0.00	0.00	3,847.28
	54478	5/28/2020	4,419.96	0.00	0.00	0.00	0.00	4,419.96
Total Texas Marine Ag...			12,290.62	8,751.78	0.00	0.00	0.00	21,042.40
TPC Group LLC	54262	4/30/2020	199.53	0.00	0.00	0.00	0.00	199.53
	54264	4/30/2020	185.67	0.00	0.00	0.00	0.00	185.67
Total TPC Group LLC			385.20	0.00	0.00	0.00	0.00	385.20
Valls Ship Agencies, LP.	54414	5/22/2020	4,783.96	0.00	0.00	0.00	0.00	4,783.96
Total Valls Ship Agenci...			4,783.96	0.00	0.00	0.00	0.00	4,783.96
Report Total			624,394.60	74,548.07	385.20	0.00	(367.86)	698,960.01

Harbor Traffic Statistics for April 2020

- A total of 112 vessels arrived during the month of April 30 were deep draft vessels and 82 were inland barges and total of 221 invoices were issued.
- We have 14 deep draft vessels that have arrived or are scheduled for May arrival.
- Total revenue tons for the month April were 462,677.3 short tons. Total tonnage for the first ten months of fiscal year 2020 are 4,816,461.7 short tons.
- NGL loaded out 28 crude oil barges totaling 93,229.8 short tons.
- Harvest loaded out 6 crude oil barges totaling 16,290.6 short tons.
- Seadrift Coke lightered 4 barges of needle coke totaling 6,630.9 short tons to 1 ship for export.



(361) 987-2813 • Fax (361) 987-2189 • 2313 FM 1593 South • P.O. Box 397 • Point Comfort, Texas 77978
www.calhounport.com

PORT OF PORT LAVACA - POINT COMFORT

Providing Calhoun County Industries with Direct Deep-Draft Access to Global Markets

May 1, 2020

The Calhoun Port Authority (Texas) is requesting to please include the AAPA HMTF proposed Senate EPW WRDA legislation:

AWIA 2020 is an opportunity to conclude many years of efforts and complete legislative action regarding the Harbor Maintenance Trust Fund, HMTF. AAPA's HMTF proposed legislation with its 4 pillars, has been split into 2 pieces with the 'full use' pillar addressed in the CARES Act of 2020. The remaining 3 pillars are: (1) permanent authorization of the Donor and Energy Transfer Ports program with expanded uses and funding; and funding assurances for (2) emerging harbors and the (3) Great Lakes region. While these provisions were not included in the EPW draft AWIA release, we look forward

to working with you to secure their inclusion prior to Senate passage. This legislative proposal benefits over 800 ports around the Nation that will see advantages through the inclusion of the remaining 3 pillars

Regards,

Charles R. Hausmann

Charles R. Hausmann, CPA
Port Director
Calhoun Port Authority
2313 FM 1593 South
Point Comfort, TX 77978
Email: crh@calhounport.com
Phone: (361) 987-2813

CALHOUN COUNTY APPRAISAL DISTRICT
426 West Main Street * P.O. Box 49
Port Lavaca, Texas 77979
Appraisal: (361) 552-8808
Collections: (361) 552-4560
Fax: (361) 552-4787
Website: www.calhouncad.org



Board of Directors

William Swope, Chairman
William Bauer, Vice Chairman
Jessie Rodriguez, Secretary
Vern Lyssy, Board Member
Kevin Hill, Board Member

Chief Appraiser

Jesse W. Hubbell

April 29, 2020

Calhoun Port Authority
Mr. J. C. Melcher, Jr., Board Chairman
C/O Mr. Charles R. Hausmann, CPA Port Director
P.O. Box 397
Point Comfort, TX 77978

RE: Certified Appraisal Estimate

Dear Mr. Melcher and Members of the Board:

I, Jesse Hubbell, Chief Appraiser of the Calhoun County Appraisal District, do hereby certify the:

2020 Certified Estimate of Net Taxable Value for:

CALHOUN PORT AUTHORITY

NET TAXABLE VALUE

\$ 2,189,552,242

Please note that this value is subject to change and may be lower because rendition deadlines have not expired, industrial and mineral values are not final and we have not completed the taxpayer appeals process. This estimate is provided as an estimate only. If you have any questions please let me know.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Jesse W. Hubbell', is written over a faint, larger version of the same signature.

Jesse W. Hubbell
Chief Appraiser

**2019 Final Certified Totals
As of Last Supplement**

For the

Calhoun Port Authority

NET TAXABLE VALUE

\$ 2,093,981,249

Joslin Plant Revenue and Expenditures July 1, 2004 to Present

Revenue:	April Totals	July 2004 to Present Totals
Light Fuel Oil Sale	\$0.00	\$1,420,154.11
Option Payments and Electric Reimbursment	\$0.00	\$1,441,879.33
Renewal Payment	\$0.00	\$1,400,000.00
Cash for Land FPC & Sanchez Lease	\$0.00	\$2,337,500.00
Bond Issue Fee	\$0.00	\$542,250.00
	\$0.00	\$7,141,783.44
Expenses:		
Purchase Price	\$0.00	\$50,000.00
Jackson Walker/Birch Beckner	\$0.00	\$39,462.83
Roy Hart Consulting	\$0.00	\$165,417.29
Smothers Consulting	\$0.00	\$54,059.87
Bibb Engineers	\$0.00	\$48,193.81
AEP Maintenance Fee	\$0.00	\$14,035.38
G&W Engineers	\$0.00	\$109,827.11
Hill Country Environmental	\$0.00	\$409,833.52
CAMS/eSparc	\$0.00	\$38,433.46
Roberts, Roberts, Odefey and Witte	\$0.00	\$371,281.90
Sempra Energy & Direct Energy/GEXA	\$439.69	\$410,531.56
TCEQ	\$0.00	\$148,681.30
Mako Environmental	\$0.00	\$33,779.00
Miscellaneous Vendors	\$0.00	\$91,664.24
	\$439.69	\$1,985,201.27
	-\$439.69	\$5,156,582.17

ALAMO BEACH PROPERTY		Current Month 4/30/2020	Total Project
Capital Asset - Land			
Subtotal		0.00	4,595,114.68
Misc Income - Lease			480,582.65
Total Revenues		0.00	480,582.65
Expenses		(312.32)	(228,629.20)
Option Renewal Fees			(125,000.00)
Reimbursed Expenses			
Net Expenses		(312.32)	(353,629.20)
Total Net		(312.32)	126,953.45

CASTLEMAN PORT COMFORT PROJECT (PORT COMFORT POWER)	Current Month 4/30/2020	Total Project
Project Site Lease Option Fee		19,500.00
Project Site Lease	1,557.32	215,321.58
Easement Fee		10,000.00
Admin Fee		14,000.00
Subtotal	1,557.32	258,821.58
Wharfage		0.00
Dockage		0.00
Security		0.00
Other		41,244.10
Total Revenues	1,557.32	300,065.68
Expenses		(23,890.18)
Reimbursed Expenses		12,166.95
Net Expenses	0.00	(11,723.23)
Total Net	1,557.32	288,342.45

DRY BULK DOCK PROJECT		Current Month 4/30/2020	Total Project
Capital Asset - Dry Bulk Dock			37,123,251.64
9/28/2011	Lease		540,000.00
	Bond Issuance Fee		337,500.00
	Subtotal	0.00	877,500.00
	Wharfage	33,922.56	2,058,481.94
	Dockage	12,963.20	704,526.31
	Maintenance Fee		461,335.62
	Security	3,852.36	170,228.99
	Other		5,000.00
	Total Revenues	50,738.12	4,277,072.86
	Expenses	(163,983.13)	(985,639.29)
	Debt Service Contribution	(16,617.70)	(2,041,821.29)
	Reimbursed Expenses		
	Net Expenses	(180,600.83)	(3,027,460.58)
	Total Net	(129,862.71)	1,249,612.28

MAX (fka NST) PROJECT	Current Month 4/30/2020	Total Project
Lease: Project Site Lease Option Fee	24,000.00	2,028,243.20 0.00
Subtotal	24,000.00	2,028,243.20
Wharfage		55,360.98
Dockage		15,613.40
Security		1,919.82
Other		293,953.03
Total Revenues	24,000.00	2,395,090.43
Expenses	(5,408.80)	(49,804.85)
Reimbursed Expenses		7,500.00
Net Expenses	(5,408.80)	(42,304.85)
Total Net	18,591.20	2,352,785.58

South Peninsula Project	Current Month 4/30/2020	Total Project
Subtotal	0.00	
Total Revenues	0.00	
Expenses	(3,325.00)	(2,350,526.38)
Net Expenses	(3,325.00)	(2,350,526.38)
Total Net	(3,325.00)	(2,350,526.38)

Calhoun Port Authority
 Stmt of Rev Exp
 From 7/1/2019 Through 4/30/2020

		Current Period Actual	Current Period Budget - Original	Current Period Budget Variance - Original	Total Budget - Original	Total Budget Variance - Original
Harbor Operations Income						
Wharfage						
Sales	SLS					
Wharf - GCD - Chemical Cargos	402020	353,918.37	252,000.00	101,918.37	300,000.00	53,918.37
Wharf - GCD - Fertilizer Cargos	402021	9,023.62	22,500.00	(13,476.38)	25,000.00	(15,976.38)
Wharf - GCD - Dry Bulk Cargos	402022	0.00	11,500.00	(11,500.00)	20,000.00	(20,000.00)
Wharf - GCD - Break Bulk Cargos	402023	0.00	3,500.00	(3,500.00)	3,500.00	(3,500.00)
Wharf - Liquid Cargo Pier North	402030	383,289.75	266,000.00	117,289.75	310,000.00	73,289.75
Wharf - Liquid Cargo Pier South	402040	299,506.38	310,000.00	(10,493.62)	375,000.00	(75,493.62)
Wharf - CD - Liquid Fertilizer	402051	9,616.58	10,500.00	(883.42)	15,000.00	(5,383.42)
Wharf - DBD - Dry Bulk Cargo	402055	58,549.35	0.00	58,549.35	0.00	58,549.35
Wharf - DBD - Liquid Cargo	402056	197,737.31	208,333.30	(10,595.99)	250,000.00	(52,262.69)
Wharf - Barge Berths 1-4	402060	273,910.37	246,500.00	27,410.37	300,000.00	(26,089.63)
Wharf - Barge Berths 5-6	402061	119,112.69	104,166.70	14,945.99	125,000.00	(5,887.31)
Wharf - Multi-Purpose Dock	402070	3,160.94	41,666.70	(38,505.76)	50,000.00	(46,839.06)
Wharf - MPD - Dry Bulk Cargo	402072	4,560.98	48,000.00	(43,439.02)	55,000.00	(50,439.02)
Wharf - GCD Vessels, Steel, Pressure, Iron	402080	713.56	62,500.00	(61,786.44)	75,000.00	(74,286.44)
Total SLS		1,713,099.90	1,587,166.70	125,933.20	1,903,500.00	(190,400.10)
Total Wharfage		1,713,099.90	1,587,166.70	125,933.20	1,903,500.00	(190,400.10)
Dockage						
Sales	SLS					
Dock - General Cargo Dock	402121	263,559.05	394,250.00	(130,690.95)	475,000.00	(211,440.95)
Dock - Liquid Cargo Pier North	402130	422,544.76	442,000.00	(19,455.24)	500,000.00	(77,455.24)
Dock - Liquid Cargo Pier South	402140	467,503.65	450,000.00	17,503.65	500,000.00	(32,496.35)
Dock - Conveyor Dock	402150	49,521.78	20,833.30	28,688.48	25,000.00	24,521.78
Dock - Plains Dock	402152	29,965.32	0.00	29,965.32	1,000.00	28,965.32
Dock - Tug Staging Area	402155	0.00	416.70	(416.70)	500.00	(500.00)
Dock - Barge Berth 1-6	402160	97,920.90	93,500.00	4,420.90	110,000.00	(12,079.10)
Dock - Multi-Purpose Dock	402170	5,648.44	12,500.00	(6,851.56)	15,000.00	(9,351.56)
Dock - Dry Bulk Dock	402180	141,001.54	104,166.70	36,834.84	125,000.00	16,001.54
Dock - Barge Fleeting Area	402190	75,856.50	104,166.70	(28,310.20)	125,000.00	(49,143.50)
Total SLS		1,553,521.94	1,621,833.40	(68,311.46)	1,876,500.00	(322,978.06)
Total Dockage		1,553,521.94	1,621,833.40	(68,311.46)	1,876,500.00	(322,978.06)

Calhoun Port Authority
 Stmt of Rev Exp
 From 7/1/2019 Through 4/30/2020

		Current Period Actual	Current Period Budget - Original	Current Period Budget Variance - Original	Total Budget - Original	Total Budget Variance - Original
Other Harbor Income						
Other Income	OTH					
Equipment Use Fees	402300	1,330.00	208.30	1,121.70	250.00	1,080.00
Misc Operations Income	402340	5,105.68	16,666.70	(11,561.02)	20,000.00	(14,894.32)
Electrical Service Sales	402355	31,175.78	49,000.00	(17,824.22)	60,000.00	(28,824.22)
Water Sales - Ships/Barges	402370	29,404.48	29,000.00	404.48	35,000.00	(5,595.52)
Other Water Sales	402376	1,162.78	2,916.70	(1,753.92)	3,500.00	(2,337.22)
Security Fees	402390	382,727.46	415,000.00	(32,272.54)	500,000.00	(117,272.54)
Security - TWIC Escort	402392	0.00	125.00	(125.00)	150.00	(150.00)
Gangway Fee	402400	4,500.00	7,500.00	(3,000.00)	9,000.00	(4,500.00)
Wastewater Revenue	403190	2,750.00	2,666.70	83.30	3,200.00	(450.00)
Total OTH		458,156.18	523,083.40	(64,927.22)	631,100.00	(172,943.82)
Total Other Harbor Income		458,156.18	523,083.40	(64,927.22)	631,100.00	(172,943.82)
Total Harbor Operations Income		3,724,778.02	3,732,083.50	(7,305.48)	4,411,100.00	(686,321.98)
Non-Harbor Income						
PSB Office Leases						
Other Income	OTH					
Office Space Lease	403180	52,829.14	50,000.00	2,829.14	60,000.00	(7,170.86)
Total OTH		52,829.14	50,000.00	2,829.14	60,000.00	(7,170.86)
Total PSB Office Leases		52,829.14	50,000.00	2,829.14	60,000.00	(7,170.86)
Surface Leases and Option Revenue						
Other Income	OTH					
Simplot	403100	117,909.20	115,597.25	2,311.95	115,597.25	2,311.95
Simplot 3.0 Acre Lease	403110	87,874.44	86,151.40	1,723.04	86,151.40	1,723.04
Lease: Loading Arm Spaces	403133	30,000.00	12,000.00	18,000.00	15,000.00	15,000.00
Surface Lease - G/R	403170	1,794,853.40	1,736,258.00	58,595.40	1,850,000.00	(55,146.60)
Land Lease - incl Submerged	403175	2,037,500.00	2,037,500.00	0.00	2,445,000.00	(407,500.00)
Lease - Surface Alamo Beach	403200	19,543.00	15,000.00	4,543.00	19,543.00	0.00
Surface Lease Bean Tract	403710	90,600.00	95,775.00	(5,175.00)	95,775.00	(5,175.00)
Total OTH		4,178,280.04	4,098,281.65	79,998.39	4,627,066.65	(448,786.61)
Total Surface Leases and Option Revenue		4,178,280.04	4,098,281.65	79,998.39	4,627,066.65	(448,786.61)
Pipeline/Piperack Easements						
Other Income	OTH					
Pipeline/Piperack Easements	403500	203,720.05	266,090.00	(62,369.95)	300,000.00	(96,279.95)
Total OTH		203,720.05	266,090.00	(62,369.95)	300,000.00	(96,279.95)
Total Pipeline/Piperack Easements		203,720.05	266,090.00	(62,369.95)	300,000.00	(96,279.95)

Calhoun Port Authority
 Stmt of Rev Exp
 From 7/1/2019 Through 4/30/2020

		Current Period Actual	Current Period Budget - Original	Current Period Budget Variance - Original	Total Budget - Original	Total Budget Variance - Original
Other Non-Harbor Revenue						
Other Income	OTH					
Storage Fees - AN	402015	1,138,131.33	1,766,435.00	(628,303.67)	2,119,722.00	(981,590.67)
Storage Fees NH3	402115	3,073,661.52	5,299,306.70	(2,225,645.18)	6,359,168.00	(3,285,506.48)
Administration Fee	402325	15,500.00	83,333.30	(67,833.30)	100,000.00	(84,500.00)
Total OTH		4,227,292.85	7,149,075.00	(2,921,782.15)	8,578,890.00	(4,351,597.15)
Sales	SLS					
Operator Agreements	403189	0.00	9,000.00	(9,000.00)	9,000.00	(9,000.00)
Total SLS		0.00	9,000.00	(9,000.00)	9,000.00	(9,000.00)
Total Other Non-Harbor Revenue		4,227,292.85	7,158,075.00	(2,930,782.15)	8,587,890.00	(4,360,597.15)
Total Non-Harbor Income		8,662,122.08	11,572,446.65	(2,910,324.57)	13,574,956.65	(4,912,834.57)
Other Revenue						
Investment Income						
Interest Income	INR					
Interest Income	405000	434,465.90	250,000.00	184,465.90	300,000.00	134,465.90
Total INR		434,465.90	250,000.00	184,465.90	300,000.00	134,465.90
Total Investment Income		434,465.90	250,000.00	184,465.90	300,000.00	134,465.90
Other Income	OTH					
Ad Valorem Tax Collection - M&O	401020	20,300.92	20,150.00	150.92	21,000.00	(699.08)
Facility Use Fees	402310	0.00	250.00	(250.00)	250.00	(250.00)
FTZ Reimbursements	404020	2,400.00	2,400.00	0.00	2,400.00	0.00
Miscellaneous Income	406000	629.38	125.00	504.38	150.00	479.38
Water Rights - Assigned	407000	77,969.76	0.00	77,969.76	0.00	77,969.76
3rd Party Reimbursement	408000	10,446.78	25,000.00	(14,553.22)	30,000.00	(19,553.22)
AN/NH3 Fund Reimb - M&O	408520	31,532.50	31,532.50	0.00	37,839.00	(6,306.50)
Total OTH		143,279.34	79,457.50	63,821.84	91,639.00	51,640.34
Total Other Income		143,279.34	79,457.50	63,821.84	91,639.00	51,640.34
Grant Revenue						
Other Income	OTH					
Federal/State Income	404500	0.00	83,000.00	(83,000.00)	83,000.00	(83,000.00)
Total OTH		0.00	83,000.00	(83,000.00)	83,000.00	(83,000.00)
Total Grant Revenue		0.00	83,000.00	(83,000.00)	83,000.00	(83,000.00)
Total Other Revenue		577,745.24	412,457.50	165,287.74	474,639.00	103,106.24
Total Revenue		12,964,645.34	15,716,987.65	(2,752,342.31)	18,460,695.65	(5,496,050.31)

Calhoun Port Authority
 Stmt of Rev Exp
 From 7/1/2019 Through 4/30/2020

		Current Period Actual	Current Period Budget - Original	Current Period Budget Variance - Original	Total Budget - Original	Total Budget Variance - Original
Expenditures						
Wages & Salaries						
Salaries	SAL					
Salary Expense	510000	1,078,609.94	1,170,952.42	92,342.48	1,383,853.00	305,243.06
Automobile Allowance	537000	19,500.00	21,000.00	1,500.00	25,200.00	5,700.00
Total SAL		1,098,109.94	1,191,952.42	93,842.48	1,409,053.00	310,943.06
Total Wages & Salaries		1,098,109.94	1,191,952.42	93,842.48	1,409,053.00	310,943.06
Fringe Benefits						
Fringe	FRG					
Group Health Expense	521000	273,360.40	293,800.00	20,439.60	352,560.00	79,199.60
Retirement Plan Expense	522000	83,199.10	83,333.30	134.20	100,000.00	16,800.90
Total FRG		356,559.50	377,133.30	20,573.80	452,560.00	96,000.50
Miscellaneous						
Workers Compensation	523000	23,390.75	25,000.00	1,609.25	25,000.00	1,609.25
Total MSC		23,390.75	25,000.00	1,609.25	25,000.00	1,609.25
Payroll Taxes						
Social Security Tax Expense	520000	66,805.78	79,840.50	13,034.72	95,000.00	28,194.22
Medicare Tax Expense	520500	17,730.82	18,438.33	707.51	22,000.00	4,269.18
Total PRT		84,536.60	98,278.83	13,742.23	117,000.00	32,463.40
Total Fringe Benefits		464,486.85	500,412.13	35,925.28	594,560.00	130,073.15
Operational Expenditures						
Dues & Subscriptions						
Dues & Subscriptions	538000	2,194.95	9,900.00	7,705.05	10,000.00	7,805.05
Total DUE		2,194.95	9,900.00	7,705.05	10,000.00	7,805.05
Equipment Rental						
Equipment Rental	548000	0.00	4,166.70	4,166.70	5,000.00	5,000.00
Total EQR		0.00	4,166.70	4,166.70	5,000.00	5,000.00
Maintenance & Repairs						
M/R - MSC Improve Project	546045	0.00	7,849.21	7,849.21	7,849.21	7,849.21
M/R - Lighting	546111	17,724.99	78,083.30	60,358.31	95,200.00	77,475.01
M/R - General Maint & Repair	546115	1,033,137.10	1,741,868.30	708,731.20	1,908,642.00	875,504.90
M/R - Fire System Maintenance	546135	114,010.61	220,833.30	106,822.69	265,000.00	150,989.39
M/R - Cathodic Protection System	546140	9,014.32	50,000.00	40,985.68	50,000.00	40,985.68
M/R - Sewer Supplies	546150	338.35	625.00	286.65	750.00	411.65
M/R - Storm/Waste Water Test	546151	16,471.96	11,666.70	(4,805.26)	14,000.00	(2,471.96)
M/R - Dredging	546175	20,900.00	534,000.00	513,100.00	534,000.00	513,100.00

Calhoun Port Authority
 Stmt of Rev Exp
 From 7/1/2019 Through 4/30/2020

		Current Period Actual	Current Period Budget - Original	Current Period Budget Variance - Original	Total Budget - Original	Total Budget Variance - Original
M/P - Misc Supplies & Tools	547105	5,392.30	8,333.30	2,941.00	10,000.00	4,607.70
M/P - Vehicles & Equipment	547130	<u>46,022.69</u>	<u>172,500.00</u>	<u>126,477.31</u>	<u>190,000.00</u>	<u>143,977.31</u>
Total MNT		1,263,012.32	2,825,759.11	1,562,746.79	3,075,441.21	1,812,428.89
Miscellaneous	MSC					
M&O Overhead Reimbursement	519500	31,532.50	31,532.50	0.00	37,839.00	6,306.50
Security Service Fees	533000	291,232.56	325,000.10	33,767.54	390,000.00	98,767.44
Appraisal District Fees	534000	1,277.38	3,333.30	2,055.92	3,500.00	2,222.62
Advertising Expense	535000	0.00	4,166.70	4,166.70	5,000.00	5,000.00
Promotional	536000	3,870.67	20,833.30	16,962.63	25,000.00	21,129.33
Tech Training & Travel	536500	54,434.80	37,500.00	(16,934.80)	45,000.00	(9,434.80)
Automobile Expense	537100	2,242.33	2,666.70	424.37	3,200.00	957.67
Permit Fees & License	538500	15,447.84	13,749.90	(1,697.94)	16,500.00	1,052.16
Insurance Expense	539000	289,681.21	292,500.00	2,818.79	351,000.00	61,318.79
Postage & Freight	540000	3,030.27	3,333.30	303.03	4,000.00	969.73
Electrical Service Expense	542000	302,463.00	388,333.30	85,870.30	466,000.00	163,537.00
Janitorial Service Expense	542500	14,418.80	15,000.00	581.20	18,000.00	3,581.20
Industrial Water Expense	542600	2,100.00	4,166.70	2,066.70	5,000.00	2,900.00
Lease Expense	542700	6,090.00	6,090.00	0.00	6,090.00	0.00
Bank Charges	544000	8,473.00	8,595.00	122.00	9,250.00	777.00
Misc General Expense	545000	15,110.38	20,833.30	5,722.92	25,000.00	9,889.62
Fuel & Oil Expense	549000	8,054.21	11,250.00	3,195.79	13,500.00	5,445.79
Raw Water Expense	553000	85,867.00	91,666.70	5,799.70	110,000.00	24,133.00
Treated Water Expense	554000	14,725.00	21,666.70	6,941.70	26,000.00	11,275.00
Waste Disposal Service	555000	4,354.59	5,000.00	645.41	6,000.00	1,645.41
Facility Operator Fee - AN/NH3	555561	<u>3,244,936.89</u>	<u>6,000,000.00</u>	<u>2,755,063.11</u>	<u>7,200,000.00</u>	<u>3,955,063.11</u>
Total MSC		4,399,342.43	7,307,217.50	2,907,875.07	8,765,879.00	4,366,536.57
Professional Fees	PRF					
Legal Service Fees	532000	94,194.77	191,350.35	97,155.58	229,162.55	134,967.78
Consult - Auditors	551105	22,650.00	22,650.00	0.00	22,650.00	0.00
Consult - Computer & Info Systems	551107	0.00	8,333.30	8,333.30	10,000.00	10,000.00
Consult - General Engineer	551125	8,674.00	45,833.30	37,159.30	55,000.00	46,326.00
Consult - Security	551153	2,925.00	20,833.30	17,908.30	25,000.00	22,075.00
Consult - Environmental	551165	109,731.12	108,333.30	(1,397.82)	129,000.00	19,268.88
Consult - Gov't Relations	551166	<u>152,106.37</u>	<u>175,000.00</u>	<u>22,893.63</u>	<u>210,000.00</u>	<u>57,893.63</u>
Total PRF		390,281.26	572,333.55	182,052.29	680,812.55	290,531.29

Calhoun Port Authority
 Stmt of Rev Exp
 From 7/1/2019 Through 4/30/2020

		Current Period Actual	Current Period Budget - Original	Current Period Budget Variance - Original	Total Budget - Original	Total Budget Variance - Original
Salaries	SAL					
Board Service	510500	<u>41,500.00</u>	<u>50,000.00</u>	<u>8,500.00</u>	<u>60,000.00</u>	<u>18,500.00</u>
Total SAL		41,500.00	50,000.00	8,500.00	60,000.00	18,500.00
Supplies	SUP					
Office Expense & Supplies	543000	<u>18,459.03</u>	<u>12,500.00</u>	<u>(5,959.03)</u>	<u>23,000.00</u>	<u>4,540.97</u>
Total SUP		18,459.03	12,500.00	(5,959.03)	23,000.00	4,540.97
Telephone	TEL					
Telephone Expense	541000	<u>19,113.64</u>	<u>23,333.30</u>	<u>4,219.66</u>	<u>28,000.00</u>	<u>8,886.36</u>
Total TEL		19,113.64	23,333.30	4,219.66	28,000.00	8,886.36
Total Operational Expenditures		6,133,903.63	10,805,210.16	4,671,306.53	12,648,132.76	6,514,229.13
Non-Operational Expenditures						
Interest Expenses	INX					
Interest Expense	557000	<u>438,488.42</u>	<u>463,333.30</u>	<u>24,844.88</u>	<u>556,000.00</u>	<u>117,511.58</u>
Total INX		438,488.42	463,333.30	24,844.88	556,000.00	117,511.58
Miscellaneous	MSC					
Debt Service Contribution Exp	556000	<u>242,804.58</u>	<u>250,000.00</u>	<u>7,195.42</u>	<u>300,000.00</u>	<u>57,195.42</u>
Remarketing Fee Expense	557500	<u>22,582.30</u>	<u>22,500.00</u>	<u>(82.30)</u>	<u>30,000.00</u>	<u>7,417.70</u>
Capital Outlay	561000	<u>111,532.43</u>	<u>0.00</u>	<u>(111,532.43)</u>	<u>0.00</u>	<u>(111,532.43)</u>
Total MSC		376,919.31	272,500.00	(104,419.31)	330,000.00	(46,919.31)
Total Non-Operational Expenditures		815,407.73	735,833.30	(79,574.43)	886,000.00	70,592.27
Total Expenditures		8,511,908.15	13,233,408.01	4,721,499.86	15,537,745.76	7,025,837.61
Net Revenue		<u>4,452,737.19</u>	<u>2,483,579.64</u>	<u>1,969,157.55</u>	<u>2,922,949.89</u>	<u>1,529,787.30</u>
Depreciation Expense						
Depreciation	DPR					
Depreciation Expense	558000	<u>800,000.00</u>	<u>800,000.00</u>	<u>0.00</u>	<u>960,000.00</u>	<u>160,000.00</u>
Total DPR		800,000.00	800,000.00	0.00	960,000.00	160,000.00
Total Depreciation Expense		800,000.00	800,000.00	0.00	960,000.00	160,000.00
Transfers						
Miscellaneous	MSC					
Transfers In	701000	<u>541,660.83</u>	<u>515,000.00</u>	<u>26,660.83</u>	<u>618,000.00</u>	<u>(76,339.17)</u>
Transfers Out	801000	<u>(541,660.83)</u>	<u>(515,000.00)</u>	<u>(26,660.83)</u>	<u>(618,000.00)</u>	<u>76,339.17</u>
Total MSC		0.00	0.00	0.00	0.00	0.00
Total Transfers		0.00	0.00	0.00	0.00	0.00
Net After Depreciation & Transfers		<u>3,652,737.19</u>	<u>1,683,579.64</u>	<u>1,969,157.55</u>	<u>1,962,949.89</u>	<u>1,689,787.30</u>



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PORT OF PORT LAVACA - POINT COMFORT

Providing Calhoun County Industries with Direct Deep-Draft Access to Global Markets

MEMORANDUM

TO: Calhoun Port Authority Board Members

FROM: Charles R. Hausmann, Port Director

DATE: May 8, 2020

SUBJECT: Agenda Item No. 7, Review and Approval of Board Members Committee/Conference Attendance.

Members of the Board, I have enclosed a copy of the committee/conference meeting attendance form for your review. This form is filed by Board Members that attended any committee/conference meetings of the Calhoun Port Authority.

Please feel free to contact me if you have any questions regarding the committee/conference meeting attendance forms.

Cc: David Roberts, Port General Counsel
Forrest E. Hawes, Deputy Port Director
David M. Knuckey, Director of Engineering Services



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PORT OF PORT LAVACA - POINT COMFORT

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MEMORANDUM

TO: Calhoun Port Authority Board Members

FROM: Charles R. Hausmann, Port Director

DATE: May 8, 2020

SUBJECT: Agenda Item No. 8, Review and Consideration of an Easement Agreement between the Calhoun Port Authority and South Texas NGL Pipelines, LLC for a 325.0 Rod, 8 Inch Pipeline Across A Portion of Submerged Real Property Owned by the Port Under Lavaca Bay.

Members of the Board, attached is copy of an easement agreement between Calhoun Port Authority and South Texas NGL Pipelines, LLC for a 325.0 rod, 8 inch pipeline that will be in Lavaca Bay that was prepared by Port General Counsel. The easement is for a period of ten years at a fee of \$12,977.25 plus a fee of \$2,500.00 for document preparation.

Please feel free to contact me if you have any questions regarding the proposed pipeline easement agreement.

Cc: David Roberts, Port General Counsel
Forrest E. Hawes, Deputy Port Director
David M. Knuckey, Director of Engineering Services

PIPELINE EASEMENT AGREEMENT

THIS AGREEMENT CONTAINS EXPRESS NEGLIGENCE INDEMNIFICATION

This Pipeline Easement Agreement (the "Agreement") between the Calhoun Port Authority, a governmental agency and body politic operating and existing as a conservation and reclamation district created pursuant to Article 16, Section 59 of the Constitution of the State of Texas (the "Port"), and South Texas NGL Pipelines, LLC, a Delaware limited liability company, whose address is South Texas NGL Pipelines, LLC, c/o Enterprise Products, Capital Projects Land, P.O. Box 4324, Houston, TX, 77210-4324 (hereinafter "South Texas"), is dated as of the ____ day of _____, 2020.

WHEREAS, South Texas desires to obtain a 30' wide easement for the purpose of constructing, locating, installing, utilizing, maintaining, operating, repairing, and removing one (1) eight inch (8") approximately 325 rod pipeline for the transportation of natural gas ("Pipeline") on, over and across a portion of submerged real property owned by the Port under Lavaca Bay, such land being across State Tract Section 14A, and being more fully described by metes and bounds on Exhibit "A" and on the plat marked as Exhibit "B" ("Easement") which are attached hereto and incorporated herein for any and all purposes; and

WHEREAS, the Port intends to grant the Easement to South Texas; and

WHEREAS, South Texas' easement granted hereunder for the Pipeline is referred to herein as "Easement", "Easement Property" or "Property"; and

WHEREAS, the Port has determined that the granting of the Easement to South Texas is authorized by law and constitutes a valid use for the benefit of the public; and

WHEREAS, the parties desire to set forth the terms and conditions under which the Easement can be acquired by South Texas from the Port;

NOW, THEREFORE, the parties hereto, in consideration of the premises and covenants herein set forth, and for other good and valuable consideration, receipt of which is hereby acknowledged, each intending to be legally bound, agree as follows:

ARTICLE I

Representations, Covenants and Warranties

1. The Port is a political subdivision of the State of Texas, governed by the Constitution and laws of the State of Texas.

2. The officers of the Port executing this Agreement have been duly authorized to execute and deliver this Agreement by valid formal action of the Port.

3. South Texas is a limited liability company duly organized, existing and in good standing under the laws of the State of Texas and is fully qualified to do business in the State of Texas; has full and complete power to enter into this Agreement, and carry out the transactions contemplated hereby and to carry out its obligations under this Agreement; and has duly authorized the execution and delivery of this Agreement.

4. South Texas shall at all times during the term hereof maintain and preserve full corporate power and authority to perform and shall perform its obligations hereunder in the manner and at the times set forth herein.

5. South Texas will not willfully or knowingly use or maintain the Easement, or any part thereof, improperly, carelessly, in violation of any applicable federal, state or local law or in a manner contrary to that contemplated by this Agreement.

6. South Texas will comply with all laws, regulations, rules, and orders of any federal, state, or local authority or agency concerning the maintenance the Easement Property.

7. This Agreement has been duly authorized, executed, and delivered by South Texas, and constitutes the valid, legal, and binding agreement of South Texas, enforceable in accordance with its terms.

ARTICLE II Easement

1. **Agreement.** Subject to compliance by South Texas with the terms of this Agreement, the Port hereby grants, bargains, conveys and delivers to South Texas the Easement for its use and South Texas hereby accepts the Easement from the Port under the terms and conditions set forth in this Agreement.

2. **Purpose of Easement:** The Easement granted by this Agreement, with its rights and privileges, shall be used solely for the purpose of constructing, locating, installing, utilizing, maintaining, operating, repairing, and removing the Pipeline. The Pipeline shall be buried with a minimum of four foot (4') of cover; similar permission may be given to others for installation, maintenance and use of the pipelines in close proximity to the one provided for herein.

3. **Port's Disclaimers.** THE PORT MAKES NO WARRANTY OR

REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION OR THE FITNESS FOR ANY PARTICULAR PURPOSE OF THE EASEMENT, INCLUDING THE EASEMENT'S SUITABILITY FOR SOUTH TEXAS' PIPELINE. THE PORT SHALL NOT BE RESPONSIBLE FOR LATENT DEFECTS, GRADUAL DETERIORATION, OR LOSS OF SERVICE OR USE OF THE EASEMENT OR ANY PORTION THEREOF. THE PORT SHALL NOT BE LIABLE TO SOUTH TEXAS OR TO ANYONE ELSE FOR ANY LIABILITY, INJURY, CLAIM, LOSS, DAMAGE OR EXPENSE OF ANY KIND OR NATURE CAUSED DIRECTLY OR INDIRECTLY BY THE INADEQUACY OF THE EASEMENT OR ANY PORTION THEREOF, ANY INTERRUPTION OF USE OR LOSS OF USE OF THE EASEMENT, SOUTH TEXAS' PIPELINE OR ANY PORTION THEREOF OR ANY LOSS OF BUSINESS OR OTHER CONSEQUENCE OR DAMAGE, WHETHER OR NOT RESULTING DIRECTLY OR INDIRECTLY FROM ANY OF THE FOREGOING. THE PORT SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES WITH RESPECT TO THE EASEMENT.

4. **Rights of the Port.** Nothing herein contained shall prevent Port from granting to other persons, firms or corporations, easements to cross the Easement Property so long as such other easements do not interfere with the rights granted to South Texas and South Texas' agents. Port shall notify South Texas at least thirty (30) days in advance of construction of any easement granted by Port along or crossing the Easement Property.

ARTICLE III **Term of Agreement**

1. **Term.** This Agreement is for a term of ten (10) years commencing on _____, 2020, and continuing until the _____ day of _____ 2030.

2. **Holdover.** If South Texas holds over and continues in possession of the Easement Property after the Term expires, South Texas will be considered to be occupying the Easement Property on a month-to-month tenancy, subject to all the terms of this Agreement.

ARTICLE IV **Use**

1. **Permitted Use.** South Texas shall use the Easement for the purpose of constructing, locating, installing, utilizing, maintaining, operating, repairing, and removing one (1) eight inch (8") approximately 325 rod pipeline for the transportation of petroleum products under the terms set forth in this Agreement.

2. **Continuous Operation.** South Texas will occupy and continually use the Easement solely for any or all of the Permitted Uses and in strict compliance with all applicable laws ("Legal Requirements"). This Agreement shall terminate in the event

South Texas abandons the use of the Easement for a continuous period of one hundred eighty (180) days unless excused by Force Majeure.

3. **Specifically Prohibited Use.** South Texas will not (a) use, occupy or permit the use or occupancy of the Easement or use the Port's other property for any purpose or in any manner which is or may be, directly or indirectly, (1) inconsistent with the requirements of this Agreement, (2) violate of any of the Legal Requirements, (3) dangerous to life, health, the environment or property, or a public or private nuisance or (4) disruptive to the activities of any other tenant or occupant of property adjacent to the Easement, or (b) commit or permit to remain any waste to the Easement. The Port hereby confirms to South Texas that the use of the Easement for the Permitted Use shall not constitute a prohibited use hereunder so long as the same is conducted in compliance with applicable Legal Requirements.

4. **Environmental Restrictions.** South Texas shall not cause or permit any Hazardous Materials or industrial solid wastes to be generated, treated, stored, manufactured, disposed or released on or about the Easement or transferred or transported on or across the Easement, in contravention of any Legal Requirements or Permitted Uses. Any use of Hazardous Materials by any person on the Easement shall be in strict conformance with all Legal Requirements and shall not cause the Easement to be subject to remedial obligations to protect health or the environment. The terms "Hazardous Materials" shall mean any flammables, explosives, radioactive materials, hazardous waste and hazardous constituents, toxic substances or related materials, including substances defined as "hazardous substances," "hazardous materials," "toxic substances" or "solid wastes" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C.A. Sec. 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C.A. Sec. 5101, et seq.; the Resources Conservation and Recovery Act, 42 U.S.C.A. Sec. 6901, et seq.; the Toxic Substance Control Act, as amended, 15 U.S.C.A. Sec. 2601 et seq.; Grantor's Tariffs; the Solid Waste Disposal Act, Chapter 361 of the Health and Safety Code of Texas; or any other legal requirement, but shall not include any substance contemplated by the Permitted Use.

5. **Notification of Potential Liability Triggering Event.** Within two (2) business days following receipt thereof, South Texas shall notify and provide the Port with all copies of written notices, demands, lawsuits, or other correspondence from any federal, state or local governmental agency or private party, of the following, to the extent related to the Easement:

- a. The violation of any federal, state, or local statute or regulation;
- b. The loss of any operating permit;

c. Any enforcement action undertaken by any federal, state or local governmental agency, or any private party;

d. The institution of any lawsuit by any governmental entity or any private party; or

e. The service of a potentially responsible party demand letter from any private or governmental party.

6. **Consequences of South Texas' Violation of Environmental Legal Requirements.** In the event South Texas' violation of environmental Legal Requirements exposes the Port to fines or penalties as the grantor of the Easement, South Texas shall provide the defense of the Port with respect to such fines and penalties under the appropriate regulatory, administrative, or judicial procedures, and will pay any such fines or penalties timely and promptly after completion of any such defensive or mitigative proceedings, including appeals, if any. In the event of South Texas' unreasonably repeated conviction of the same violation of environmental Legal Requirements within any twelve-month period, the Port may re-open negotiations regarding the Term and Easement Payment under this Agreement.

7. ENVIRONMENTAL CLAUSE. IT IS EXPRESSLY AGREED AND UNDERSTOOD THAT SOUTH TEXAS SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE PORT, ITS EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, AND BOARD MEMBERS, FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, DEMANDS, DAMAGES, ENFORCEMENT ACTIONS, OR PENALTIES, WHETHER KNOWN OR UNKNOWN AS OF THE EFFECTIVE DATE, ARISING OUT OF:

(A) THE PRESENCE, TRANSPORTATION, USE, MANUFACTURE, HANDLING, CREATION, STORAGE, TREATMENT, DISCHARGE, OR RELEASE OF ANY HAZARDOUS SUBSTANCE, HAZARDOUS MATERIAL, TOXIC SUBSTANCE, OR SOLID WASTE AS SUCH TERMS ARE DEFINED IN CERCLA (42 U.S.C.A. 9601, ET SEQ.), THE SOLID WASTE DISPOSAL ACT, AS AMENDED BY THE RESOURCE CONSERVATION AND RECOVERY ACT (42 U.S.C.A. 6901, ET SEQ.), AND THE TOXIC SUBSTANCES CONTROL ACT (15 U.S.C.A. 2601, ET SEQ.) (HEREINAFTER COLLECTIVELY REFERRED TO AS "HAZARDOUS SUBSTANCE"), BY SOUTH TEXAS ITS OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, SUPPLIERS, INVITEES, LICENSEES, AND AGENTS, TO, ON, IN OR FROM THE EASEMENT PROPERTY AS OF THE EFFECTIVE DATE OF THIS AGREEMENT;

(B) THE PLACEMENT, TRANSPORTATION, USE, MANUFACTURE, HANDLING, CREATION, STORAGE, TREATMENT,

DISCHARGE, OR RELEASE OF ANY HAZARDOUS SUBSTANCE TO, ON OR FROM THE EASEMENT PROPERTY BY SOUTH TEXAS AFTER THE EFFECTIVE DATE OF THIS AGREEMENT; AND

(C) ANY VIOLATION OF FEDERAL, STATE, OR LOCAL ENVIRONMENTAL LAW, ORDINANCE OR REGULATION BY SOUTH TEXAS ITS OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, SUPPLIERS, INVITEES, LICENSEES, AND AGENTS RELATING TO ITS USE OF THE EASEMENT PROPERTY.

ARTICLE V

Easement Payment and Other Required Payments

1. **Easement Payment.** The Easement Payment for the one approximately 325 rod pipeline shall be \$12,977.25 for a ten (10) year period due and payable in full upon the execution of this Agreement. An administrative fee of \$2,500.00 shall also be due and payable at the time of execution of this Agreement.

2. **Place of Payment.** The Easement Payment due hereunder shall be paid to the Port at its address for notice hereunder or to such other person or at such other address in Calhoun County, Texas, as the Port may from time to time designate in writing. Payment shall be paid in legal tender of the United States of America without notice, demand, abatement, deduction, or offset except as herein provided.

3. **Other Charges.** South Texas shall comply with and shall pay all local, state and federal taxes (including without limitation, income, franchise, gross receipts, sales, use, excise and real and personal property taxes), governmental charges of any kind whatsoever, payments in lieu of taxes, assessments, special assessments, licenses, registration fees, freight, and transportation charges and any other charges imposed, assessed, levied or liabilities incurred with respect to the ownership, the possession or the use of the Easement (including any liability to the surface estate relating to such Easement), or South Texas' Pipeline, the Easement Payment or any other payments by South Texas and any penalties, fines or interest imposed on any of the foregoing (collectively, the "Charges") during the Easement Term.

4. **South Texas to Control Charges.** The Port shall, to the maximum extent permitted by law, permit South Texas to pay directly to the relevant taxing or other authorities or third parties all Charges due under Article V, Paragraph 3 hereof, if South Texas so requests.

a. South Texas may, at South Texas' expense and in South Texas' or the Port's name, in good faith contest any Charges (and the Port shall cooperate fully in any such contest) and, in the event of any such contest, may permit such Charges so contested

to remain unpaid during the period of such contest and any appeal therefrom unless the Port shall notify South Texas that, in the reasonable opinion of the Port, by nonpayment of any such Charges the interest of the Port in the easement will be materially endangered or any part thereof will be subject to loss or forfeiture, in which event South Texas shall promptly pay any such Charges.

b. South Texas agrees to conduct any such contest or appeal in a reasonable manner and further agrees that it will not enter into any settlement or compromise that would obligate the Port to make any payment or to take or refrain from taking any action, other than ministerial acts.

c. All rebates, refunds or other return of Charges shall be paid directly to South Texas, or if received by the Port, shall be promptly paid over to South Texas.

ARTICLE VI Operation, Use and Maintenance of Easement

1. **Maintenance and Repair.** As between the Parties to this Agreement, South Texas is solely obligated with respect to the costs of locating, constructing, maintaining, inspecting, operating, repairing and replacing South Texas' Pipeline within the Easement. Specifically, South Texas shall at all times, and at its own cost and expense, maintain, preserve and keep the South Texas' Pipeline in good repair, condition and working order, and shall from time to time as necessary or prudent make all repairs, replacements and improvements necessary to keep and maintain the same in such condition, and shall at all times occupy and use the Easement and operate South Texas' Pipeline in compliance with the Legal Requirements.

b. It is an express condition hereof that if at any time during the term hereof any pipeline installed under authority of this Easement on the property of the Port shall interfere with the widening, deepening or other revision or improvement of the Matagorda Ship Channel, turning basin or other stream or body of water within the Port's territory tributary to the Matagorda Ship Channel and turning basin (so far up the Matagorda Ship Channel, turning basin or other stream as the Port's jurisdiction extends) or shall interfere with the construction, maintenance, repair and use of improvements desired by the Port to be made on its premises or on premises acquired by the Port for widening, deepening or other revision of the Matagorda Ship Channel, turning basin or other stream or body of water, then and in such event South Texas at its cost and expense and without cost or expense to the Port shall remove, relocate, lengthen, deepen or otherwise conform South Texas' installation to the requirements for such improvement. South Texas shall complete this relocation of its pipeline within 180 days of written notice from Port.

2. **Emergencies.** If any emergency occurs in the maintenance and use of

the Easement, South Texas shall immediately give notice to the Port Director of the Port, any federal, state or local authorities and their regulatory agents, with jurisdiction over the Pipeline, and comply with all directives from any relevant authorities to bring a safe and proper conclusion to the emergency and to minimize hazards to persons, property or the environment.

3. **Compliance with Laws.**

a. South Texas shall comply with all rules or orders which the Port deems necessary for the protection and conservation of its land. South Texas shall also use all reasonable care and all proper safeguards to comply with all applicable laws and regulations to prevent pollution. In the event of pollution, South Texas shall promptly comply with all applicable laws and regulations, whether federal, state, or local, regarding the cleanup of such pollution or with applicable cleanup standards required to minimize any unreasonable risk to human health and the environment, whichever cleanup standard is higher. Further, South Texas shall be responsible for all damages and costs to persons and to public and private property caused by South Texas. South Texas, in any of its operations of the Easement or South Texas' Pipeline and shall not violate the provisions of any environmental legislation or the environmental rules, regulations or standards of any such regulatory body, whether federal, state, or local.

b. South Texas, its agents, servants, employees, contractors and sub-contractors shall comply with and not violate any safety or health statute or regulations, whether federal state or local, and, in particular, will comply with the Federal Mine Safety and Health Administration Act of 1977 and the Federal Occupational Safety and Health Act of 1970, and all amendments. South Texas agrees that it will incorporate the relevant provisions of this Agreement into any contract or sub-contract for work it has done or will be done on the Easement and South Texas' Pipeline described herein so that such contractors or sub-contractors will be cognizant of the required compliance with the provisions hereof.

3. **Permits.** South Texas shall obtain and maintain in effect at all times during the Term all permits, licenses and consents required or necessary for the installation, maintenance, use and operation of South Texas' Pipeline.

ARTICLE VII

The Port's Right To Monitor

1. **Reporting Requirements.** Requirements of this paragraph apply to activities pertaining to this Easement only. South Texas shall promptly supply the Port with copies of all notices, reports, correspondence, and submissions made by South Texas, as they pertain to this Easement only, to the Environmental Protection Agency, the Texas Water Commission, the United States Occupational Safety and Health

Administration, or any other local, state, or federal authority that requires submission of any information concerning environmental matters or hazardous wastes or substances pursuant to all applicable regulations. South Texas shall also supply the Port with written confirmation of any notices or reports regarding releases of hazardous wastes or substances that South Texas makes orally or by telephone to any such governmental agency. South Texas shall promptly notify the Port in advance of any scheduled meeting between South Texas and any of the agencies specified above.

2. **Notification of Product Change.** South Texas represents that it will only be transporting petroleum products through South Texas' eight-inch (8") Pipeline. In the event South Texas desires to change this product, it must have the written approval of the Port for the new product.

3. **Environmental Liens.** South Texas shall promptly notify the Port as to any liens threatened or attached against the premises pursuant to any environmental law. In the event that an environmental lien is filed against the premises, South Texas shall, within 30 days from the date on which the lien is placed against the property, or before the date on which any governmental authority commences proceedings to sell the premises pursuant to a lien, either: (a) pay the claim and remove the lien from the premises; or (b) furnish either (i) a bond satisfactory to the Port in the amount of the claim on which the lien is based or (ii) other security satisfactory to the Port in an amount sufficient to discharge the claim on which the lien is based.

ARTICLE VIII

Insurance

1. **Insurance.** South Texas shall procure and maintain continuously in effect with respect to the Easement, insurance against liability for injuries to or death of any persons or damage to or loss of property arising out of or in any way relating to the maintenance, use or operation of the Easement or any part thereof, providing coverage with a combined single limit of Ten Million Dollars (\$10,000,000.00) for injuries to or death of persons or damage to property, or in such other amounts and with such other coverages as shall at the time be in accordance with general industry practice for similar facilities and operations of the type and scope of the Easement. South Texas shall also keep and maintain sudden and accidental pollution coverage in the minimum amount of Ten Million Dollars (\$10,000,000.00) naming the Port as an additional insured. All such policies of insurance shall designate the Port as an additional insured. South Texas shall furnish to the Port a certificate evidencing coverage and designating the Port as an additional insured within thirty days of the date of execution hereof. In the event South Texas changes policies, a copy of the new certificate designating the Port as an additional insured shall be furnished to the Port within ten (10) days.

ARTICLE IX
Indemnity

1. **Definitions.**

a. **Port Parties:** The Port, its successors and assigns, and all of its respective officers, directors, commissioners, and their successors in office, employees, attorneys, designees, representatives, tenants, contractors, subcontractors, invitees, licensees and agents.

b. **South Texas Parties:** South Texas its officers, directors, employees, contractors, subcontractors, suppliers, invitees, licensees, and agents.

c. **Claims:** Losses, expenses, liens, claims, demands, damages and causes of action of every kind and character whatsoever for damage to the property of Port Parties, personal injury to any person including Port Parties, other liability, damages, fines or penalties (except where reimbursement prohibited by law), including costs, expenses, penalties, and interest, attorney fees, and settlement.

SOUTH TEXAS HEREBY AGREES TO DEFEND, INDEMNIFY, AND SAVES HARMLESS THE PORT PARTIES FROM AND AGAINST ALL CLAIMS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE PERFORMANCE OR FAILURE TO PERFORM THE COVENANTS OF THIS AGREEMENT. THIS INDEMNITY SHALL INCLUDE CLAIMS ARISING OUT OF OR CAUSED, IN WHOLE OR IN PART BY SOUTH TEXAS PARTIES, AND SOUTH TEXAS EXPRESSLY AGREES TO ASSUME THE RISK OF ALL CLAIMS AND SOUTH TEXAS AGREES TO DEFEND, INDEMNIFY, REIMBURSE AND HOLD PORT PARTIES HARMLESS FROM ALL CLAIMS, INCLUDING BUT NOT LIMITED TO CLAIMS IN ANY MATTER RESULTING FROM, ARISING OUT OF OR CAUSED, IN WHOLE OR IN PART, BY SOUTH TEXAS PARTIES' WILFUL MISCONDUCT, NEGLIGENCE, GROSS NEGLIGENCE, DELIBERATE ACTS, STRICT LIABILITY IN TORT OR BREACH OF WARRANTY, EXPRESSED OR IMPLIED.

THE FOREGOING INDEMNIFICATION SHALL NOT BE APPLICABLE TOWARD OR ENFORCEABLE IN FAVOR OF ANY INDIVIDUAL PORT PARTY FOR A PARTICULAR CLAIM, INSOFAR AS THAT PARTICULAR CLAIM IS ADJUDICATED BY A COURT OF COMPETENT JURISDICTION, TO RESULT EXCLUSIVELY FROM THE GROSS NEGLIGENCE OR WILLFUL CONDUCT OF THAT PORT PARTY SEEKING TO ENFORCE THE

INDEMNIFICATION.

THE PORT AND SOUTH TEXAS ACKNOWLEDGE THAT THIS STATEMENT AND THE FOREGOING INDEMNIFICATION UNDER THIS ARTICLE COMPLIES WITH THE EXPRESS NEGLIGENCE RULE AND IS CONSPICUOUS AND HAS BEEN REVIEWED AND APPROVED BY EACH PARTIES OWN RESPECTIVE INDEPENDENT LEGAL COUNSEL. THE INDEMNIFICATION ARISING HEREIN SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AS TO CLAIMS ACCRUING PRIOR TO THE TERMINATION OF THIS AGREEMENT.

2. The Port's Exculpation. The Port shall have no responsibility or liability to South Texas or to South Texas' officers, directors, shareholders, partners, employees, agents, contractors or invitees, for bodily injury, death, property damage, business interruption, loss of profits, loss of trade secrets or other direct or consequential damages occasioned by (a) Force Majeure, (b) vandalism, theft, burglary and other criminal acts (other than those committed by the Port and its employees), or (c) the condition, repair, replacement, maintenance, damage or destruction of the Easement. "Force Majeure" shall mean:

- (a) acts of God, landslides, lightning, earthquakes, hurricanes, tornadoes, blizzards and other adverse and inclement weather, fires, explosions, floods, acts of a public enemy, wars, blockades, insurrections, riots, pandemics, or civil disturbances;
- (b) orders or judgments of any federal, state or local court, administrative agency or governmental body, if not the result of willful or negligent action of the party relying thereon; and
- (c) any other similar cause or event, provided that the foregoing is beyond the reasonable control of the party claiming Force Majeure.

3. If any defense, indemnity, or insurance provision contained in this Agreement is deemed to conflict with, is prohibited by or violates public policy under any federal, state or other law determined to be applicable to a particular situation arising or involving this Agreement or the operation of the Pipeline on the Easement on or after the date of this Agreement, it is understood and agreed that the conflicting, prohibited or violating provision shall be deemed automatically amended in that situation to the extent, but only to the extent, necessary to conform with, not be prohibited by, and avoid violating public policy under such Legal Requirements. No other provisions of this Agreement shall be amended or affected thereby.

ARTICLE X

Removal of South Texas' Pipeline and Improvements

1. Upon the termination of this Agreement, however the same may be brought about South Texas shall cause the removal and the disposition of South Texas' Pipeline and all improvements placed by South Texas on the Easement. South Texas shall give written notice to the Port of its decision to permanently abandon South Texas' Pipeline or improvements. South Texas shall be responsible to comply with all the law, regulations, procedures, actions and physical requirements of any federal, state, or local authority or agency and South Texas shall solely be responsible for all costs of such removal and disposition.

2. The Port reserves the right to have South Texas' Pipeline or improvements that are placed by South Texas on the Easement removed at South Texas' cost in the event South Texas fails to remove the same within six months (6) months after termination of this Agreement. South Texas shall indemnify and hold harmless the Port from and against all costs of the removal of all improvements, including South Texas' Pipeline, installed by South Texas on the Easement.

3. To the extent permitted by law and notwithstanding any other terms hereof, the Port and South Texas may agree in writing that South Texas' Pipeline or improvements may be abandoned in place and not removed by South Texas after the termination of this Agreement. It is understood and agreed by both parties to this contract that the Port is the approving authority as to the removal or non-removal of property from the Easement, and the decision of the authority shall govern.

ARTICLE XI

Assignment, Sublease, Mortgage and Sale; Encumbrances

1. **Title to Easement.** Subject to the grant of the Easement hereunder, legal title to the property subject to the Easement shall remain in the Port.

2. **Assignment by the Port.** The Port shall not assign its obligations under this Agreement, and no purported assignment thereof shall be effective; provided, however, that such prohibition shall not apply to any legislatively created successor of the Port or to any merger of the Port with any other political subdivision of the State of Texas.

3. **Assignment, Sublease, Mortgage or Sale by South Texas.**

a. Except as provided by Article XI, Paragraph 3b hereof, this Agreement may not be assigned, subleased, mortgaged or sold by South Texas without the prior written consent of the Port.

b. South Texas may freely assign this Agreement, or sublease the Easement, to: (i) any successor in interest to South Texas by statutory merger, (ii) any corporation, partnership, limited liability company or other legal entity, which owns or ultimately controls South Texas, is a direct or indirect subsidiary of, or which is otherwise ultimately controlled by, South Texas, or is owned or ultimately controlled by an entity that owns or ultimately controls South Texas or (iii) an assignee pursuant to a mortgage or deed of trust from South Texas or any permitted successor or assignee of South Texas, and any purchase of South Texas' interests in and under this Agreement pursuant to any such mortgage or deed of trust; provided, however, any such assignment or sublease of this Agreement shall not relieve South Texas from liability under this Agreement.

4. **Disclaimer of Warranties.** THE PORT, BY DELIVERY HEREOF, MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE EASEMENT OR ANY PART THEREOF OR AS TO THE FITNESS FOR THE USE CONTEMPLATED BY SOUTH TEXAS OF THE EASEMENT OR ANY PART THEREOF.

5. **No Further Encumbrances.** South Texas shall not, directly or indirectly, create, incur, assume or cause to exist any lien, charge, encumbrance or claim on or with respect to the Easement other than a lien of South Texas' interest in and under this Agreement pursuant to a mortgage or deed of trust permitted under Section XI.3.b(iii). In the event such an encumbrance occurs, South Texas shall promptly, at its own expense, take such action as may be necessary to discharge or remove any such lien, charge, encumbrance or claim if the same shall arise at any time. South Texas shall reimburse the Port for any expense incurred by it in order to discharge or remove any such lien, charge, encumbrance, or claim.

ARTICLE XII **Events of Default; Remedies**

1. **Events of Default.** An occurrence of any one or more of the following events shall constitute an event of default hereunder (an "Event of Default"):

a. South Texas fails to observe or perform any covenant, condition or agreement on its part to be observed or performed hereunder (including the payment of the Easement Payment), for a period of thirty (30) days after receipt of written notice from the Port specifying such failure; provided, however, that if such observance or performance requires work to be done, actions to be taken or conditions to be remedied, which by their nature cannot reasonably be accomplished within such thirty (30) day period, if South Texas shall commence such observance or performance within such period and shall be proceeding diligently with respect thereto then the fact that the same shall not have been corrected during such period shall not constitute an Event of Default;

or

b. The discovery by the Port that any intentional material statement, representation or warranty made by South Texas in this Agreement is false, misleading or erroneous in any material respect.

2. **Remedies on Default.** Upon the occurrence of an Event of Default and following written notice of such default to South Texas, the Port may, without further demand or notice, with or without terminating this Agreement, reenter and take possession of the Easement and exclude South Texas therefrom; provided, however, that if this Agreement has not been terminated, the Port shall return possession of the Easement to South Texas when the Event of Default is cured, and provided further that South Texas shall continue to be responsible for the Easement Payment due.

3. **Return of Easement.** In addition to the provisions of Article X, upon the termination of this Agreement pursuant to this Article XII, South Texas shall deliver possession of the Easement to the Port.

4. **Delay; Notice.** No delay or omission in exercising any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient, and any one exercise thereof shall not be deemed exclusive of such exercise. To entitle any party to exercise any remedy reserved to it in this Agreement, it shall not be necessary to give any notice other than as may be specifically required in this Agreement.

ARTICLE XIII **Miscellaneous**

1. **Notices.** All notices, certificates and other documents hereunder to be given to or to be served upon any party entitled to notices hereunder shall be in writing and shall be delivered personally or by certified or registered mail, and if so mailed, shall be deemed to have been given and received within five (5) business days after a registered or certified letter containing such notice, postage prepaid, is deposited in the United States Mail, and if given otherwise shall be deemed to have been given when delivered to the party to whom it is addressed. Such notice shall be given to the parties at their following respective addresses or at such other address as either party may hereafter designate in accordance with the provisions of this Article XIII, Paragraph 1 to the other party in writing:

If to the Port:

Calhoun Port Authority

P. O. Box 397
Point Comfort, Texas 77978
Attention: Port Director
Or
2313 FM 1593 South
Port Comfort, Texas 77978
Attention: Port Director
Phone: 361.987.2813
Email: crh@calhounport.com
Facsimile: 361.987.2189

If to South Texas:

South Texas NGL Pipelines, LLC
c/o Enterprise Products,
Capital Projects Land,
P.O. Box 4324,
Houston, TX, 77210-4324

2. **Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any of the other provisions hereof.

3. **Amendments, Changes and Modifications.** This Agreement may be amended from time to time by the Port and South Texas by written agreement between the parties.

4. **Public Disclosure.** The Port is a governmental authority subject to the requirements of the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended, and the Texas Open Records Act, Chapter 552, Texas Government Code, as amended, and as such the Port is required to disclose to the public this Agreement and certain other information and documents relating to the consummation of the transactions contemplated hereby upon written request. Additionally, it may be necessary to file all or portions of this Agreement with the Federal Maritime Commission and thereby render all or a portion of this Agreement to a public document. In this regard, South Texas agrees that the rightful filing or disclosure of this Agreement or any other information or materials related to the consummation of the transactions contemplated hereby to the public by the Port to the extent required by the Shipping Act, the Texas Open Meetings Act, Texas Open Records Act, or any other Legal Requirement will not expose the Port (or any party acting by, through or under the Port) to any claim, liability or action by South Texas. The Port shall, to the extent legally possible, treat any trade secrets or confidential information disclosed by South Texas as confidential commercial

information.

5. **Further Assurances and Corrective and Supplemental Instruments.**

The Port and South Texas shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting or supplementing any inadequate or incorrect description of the Easement hereby obtained or intended to be or for carrying out the expressed intention of the Agreement.

6. **Applicable Law and Venue.** This Agreement shall be governed by, construed and shall be enforceable in accordance with the laws of the State of Texas without giving effect to the principles of conflict of laws. Venue for any action brought hereunder shall lie in the State District Courts of Calhoun County, Texas.

7. **Heading.** The captions or headings in this Agreement are for convenience of reference only and in no way define, limit or describe the scope or intent of any provisions or Articles hereof.

8. **Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original instrument and all of which taken together shall constitute one and the same instrument.

9. **Entire Agreement.** This Agreement, together with the exhibits attached hereto, contain the final and entire agreement regarding the subject matter hereof between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto.

10. **No Personal Liability or Accountability.** No covenant, condition or agreement contained in this Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, commissioner, agent or employee of the Port or South Texas, in his or her individual capacity, and neither the officers, agents or employees of the Port, South Texas nor any official executing this Agreement shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of any transaction or activity relating to this Agreement.

11. **No Remedy Exclusive.** No remedy herein conferred upon or reserved to the Port shall be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof or a course of dealing, but any such right or power may be exercised from time to time and as often as may be deemed appropriate by the party exercising it.

12. **No Additional Waiver Implied by One Waiver.** In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder, and shall not be construed to be an implied term hereof or a course of dealing between the parties.

13. **Dispute Expenses and Attorneys' Fees.** If any controversy, claim, or dispute arises relating to this Agreement or its breach, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorneys' fees, and costs; provided, however, that the parties hereto waive any and all rights, claims or causes of action arising under this Agreement for incidental, consequential, exemplary or punitive damages.

IN WITNESS WHEREOF, the Port has caused this Agreement to be executed by its duly authorized officers, and South Texas has caused this Agreement to be executed in its corporate name by its duly authorized officer, as of the date written below.

EXECUTED ON the _____ day of _____, 2020, and EFFECTIVE the _____ day of _____ 2020.

CALHOUN PORT AUTHORITY

J. C. Melcher, Board Chairman
Calhoun Port Authority

ATTEST:

Tony A. Holladay, Board Secretary
Calhoun Port Authority

THE STATE OF TEXAS §
 §
COUNTY OF CALHOUN §

CERTIFICATE OF ACKNOWLEDGEMENT

Before me, the undersigned Notary Public, on this day personally appeared J. C. Melcher, Jr., who is personally known to me to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he executed the instrument for the purposes and considerations expressed and doing so as Board Chair of Calhoun Port Authority.

Given under my hand and seal of office on the ____ day of _____
2020.

Notary Public in and for the State of Texas

SOUTH TEXAS NGL PIPELINES, LLC

By: [Signature]

Name: Cody B. Trevino

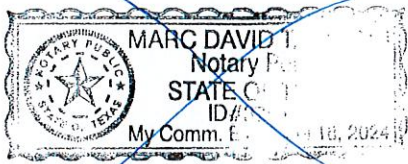
Title: Agent and Attorney-in-Fact

STATE OF Texas §

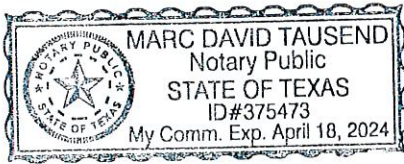
COUNTY OF Harris §

Before me, the undersigned Notary Public, on this day personally appeared Cody B. Trevino, who is personally known to me to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he executed the instrument for the purposes and considerations expressed and doing so as the Agent and A.I.F. of South Texas NGL Pipelines, LLC.

Given under my hand and seal of office on the 24th day of April 2020.



[Signature]
Notary Public in and for the State of Texas



PIPELINE EASEMENT AGREEMENT

THIS AGREEMENT CONTAINS EXPRESS NEGLIGENCE INDEMNIFICATION

This Pipeline Easement Agreement (the "Agreement") between the Calhoun Port Authority, a governmental agency and body politic operating and existing as a conservation and reclamation district created pursuant to Article 16, Section 59 of the Constitution of the State of Texas (the "Port"), and South Texas NGL Pipelines, LLC, a Delaware limited liability company, whose address is South Texas NGL Pipelines, LLC, c/o Enterprise Products, Capital Projects Land, P.O. Box 4324, Houston, TX, 77210-4324 (hereinafter "South Texas"), is dated as of the ____ day of _____, 2020.

WHEREAS, South Texas desires to obtain a 30' wide easement for the purpose of constructing, locating, installing, utilizing, maintaining, operating, repairing, and removing one (1) eight inch (8") approximately 325 rod pipeline for the transportation of natural gas ("Pipeline") on, over and across a portion of submerged real property owned by the Port under Lavaca Bay, such land being across State Tract Section 14A, and being more fully described by metes and bounds on Exhibit "A" and on the plat marked as Exhibit "B" ("Easement") which are attached hereto and incorporated herein for any and all purposes; and

WHEREAS, the Port intends to grant the Easement to South Texas; and

WHEREAS, South Texas' easement granted hereunder for the Pipeline is referred to herein as "Easement", "Easement Property" or "Property"; and

WHEREAS, the Port has determined that the granting of the Easement to South Texas is authorized by law and constitutes a valid use for the benefit of the public; and

WHEREAS, the parties desire to set forth the terms and conditions under which the Easement can be acquired by South Texas from the Port;

NOW, THEREFORE, the parties hereto, in consideration of the premises and covenants herein set forth, and for other good and valuable consideration, receipt of which is hereby acknowledged, each intending to be legally bound, agree as follows:

ARTICLE I

Representations, Covenants and Warranties

1. The Port is a political subdivision of the State of Texas, governed by the Constitution and laws of the State of Texas.

2. The officers of the Port executing this Agreement have been duly authorized to execute and deliver this Agreement by valid formal action of the Port.

3. South Texas is a limited liability company duly organized, existing and in good standing under the laws of the State of Texas and is fully qualified to do business in the State of Texas; has full and complete power to enter into this Agreement, and carry out the transactions contemplated hereby and to carry out its obligations under this Agreement; and has duly authorized the execution and delivery of this Agreement.

4. South Texas shall at all times during the term hereof maintain and preserve full corporate power and authority to perform and shall perform its obligations hereunder in the manner and at the times set forth herein.

5. South Texas will not willfully or knowingly use or maintain the Easement, or any part thereof, improperly, carelessly, in violation of any applicable federal, state or local law or in a manner contrary to that contemplated by this Agreement.

6. South Texas will comply with all laws, regulations, rules, and orders of any federal, state, or local authority or agency concerning the maintenance the Easement Property.

7. This Agreement has been duly authorized, executed, and delivered by South Texas, and constitutes the valid, legal, and binding agreement of South Texas, enforceable in accordance with its terms.

ARTICLE II **Easement**

1. **Agreement.** Subject to compliance by South Texas with the terms of this Agreement, the Port hereby grants, bargains, conveys and delivers to South Texas the Easement for its use and South Texas hereby accepts the Easement from the Port under the terms and conditions set forth in this Agreement.

2. **Purpose of Easement:** The Easement granted by this Agreement, with its rights and privileges, shall be used solely for the purpose of constructing, locating, installing, utilizing, maintaining, operating, repairing, and removing the Pipeline. The Pipeline shall be buried with a minimum of four foot (4') of cover; similar permission may be given to others for installation, maintenance and use of the pipelines in close proximity to the one provided for herein.

3. **Port's Disclaimers.** THE PORT MAKES NO WARRANTY OR

REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION OR THE FITNESS FOR ANY PARTICULAR PURPOSE OF THE EASEMENT, INCLUDING THE EASEMENT'S SUITABILITY FOR SOUTH TEXAS' PIPELINE. THE PORT SHALL NOT BE RESPONSIBLE FOR LATENT DEFECTS, GRADUAL DETERIORATION, OR LOSS OF SERVICE OR USE OF THE EASEMENT OR ANY PORTION THEREOF. THE PORT SHALL NOT BE LIABLE TO SOUTH TEXAS OR TO ANYONE ELSE FOR ANY LIABILITY, INJURY, CLAIM, LOSS, DAMAGE OR EXPENSE OF ANY KIND OR NATURE CAUSED DIRECTLY OR INDIRECTLY BY THE INADEQUACY OF THE EASEMENT OR ANY PORTION THEREOF, ANY INTERRUPTION OF USE OR LOSS OF USE OF THE EASEMENT, SOUTH TEXAS' PIPELINE OR ANY PORTION THEREOF OR ANY LOSS OF BUSINESS OR OTHER CONSEQUENCE OR DAMAGE, WHETHER OR NOT RESULTING DIRECTLY OR INDIRECTLY FROM ANY OF THE FOREGOING. THE PORT SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES WITH RESPECT TO THE EASEMENT.

4. **Rights of the Port.** Nothing herein contained shall prevent Port from granting to other persons, firms or corporations, easements to cross the Easement Property so long as such other easements do not interfere with the rights granted to South Texas and South Texas' agents. Port shall notify South Texas at least thirty (30) days in advance of construction of any easement granted by Port along or crossing the Easement Property.

ARTICLE III **Term of Agreement**

1. **Term.** This Agreement is for a term of ten (10) years commencing on _____, 2020, and continuing until the _____ day of _____ 2030.

2. **Holdover.** If South Texas holds over and continues in possession of the Easement Property after the Term expires, South Texas will be considered to be occupying the Easement Property on a month-to-month tenancy, subject to all the terms of this Agreement.

ARTICLE IV **Use**

1. **Permitted Use.** South Texas shall use the Easement for the purpose of constructing, locating, installing, utilizing, maintaining, operating, repairing, and removing one (1) eight inch (8") approximately 325 rod pipeline for the transportation of petroleum products under the terms set forth in this Agreement.

2. **Continuous Operation.** South Texas will occupy and continually use the Easement solely for any or all of the Permitted Uses and in strict compliance with all applicable laws ("Legal Requirements"). This Agreement shall terminate in the event

South Texas abandons the use of the Easement for a continuous period of one hundred eighty (180) days unless excused by Force Majeure.

3. **Specifically Prohibited Use.** South Texas will not (a) use, occupy or permit the use or occupancy of the Easement or use the Port's other property for any purpose or in any manner which is or may be, directly or indirectly, (1) inconsistent with the requirements of this Agreement, (2) violate of any of the Legal Requirements, (3) dangerous to life, health, the environment or property, or a public or private nuisance or (4) disruptive to the activities of any other tenant or occupant of property adjacent to the Easement, or (b) commit or permit to remain any waste to the Easement. The Port hereby confirms to South Texas that the use of the Easement for the Permitted Use shall not constitute a prohibited use hereunder so long as the same is conducted in compliance with applicable Legal Requirements.

4. **Environmental Restrictions.** South Texas shall not cause or permit any Hazardous Materials or industrial solid wastes to be generated, treated, stored, manufactured, disposed or released on or about the Easement or transferred or transported on or across the Easement, in contravention of any Legal Requirements or Permitted Uses. Any use of Hazardous Materials by any person on the Easement shall be in strict conformance with all Legal Requirements and shall not cause the Easement to be subject to remedial obligations to protect health or the environment. The terms "Hazardous Materials" shall mean any flammables, explosives, radioactive materials, hazardous waste and hazardous constituents, toxic substances or related materials, including substances defined as "hazardous substances," "hazardous materials," "toxic substances" or "solid wastes" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C.A. Sec. 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C.A. Sec. 5101, et seq.; the Resources Conservation and Recovery Act, 42 U.S.C.A. Sec. 6901, et seq.; the Toxic Substance Control Act, as amended, 15 U.S.C.A. Sec. 2601 et seq.; Grantor's Tariffs; the Solid Waste Disposal Act, Chapter 361 of the Health and Safety Code of Texas; or any other legal requirement, but shall not include any substance contemplated by the Permitted Use.

5. **Notification of Potential Liability Triggering Event.** Within two (2) business days following receipt thereof, South Texas shall notify and provide the Port with all copies of written notices, demands, lawsuits, or other correspondence from any federal, state or local governmental agency or private party, of the following, to the extent related to the Easement:

- a. The violation of any federal, state, or local statute or regulation;
- b. The loss of any operating permit;

c. Any enforcement action undertaken by any federal, state or local governmental agency, or any private party;

d. The institution of any lawsuit by any governmental entity or any private party; or

e. The service of a potentially responsible party demand letter from any private or governmental party.

6. **Consequences of South Texas' Violation of Environmental Legal Requirements.** In the event South Texas' violation of environmental Legal Requirements exposes the Port to fines or penalties as the grantor of the Easement, South Texas shall provide the defense of the Port with respect to such fines and penalties under the appropriate regulatory, administrative, or judicial procedures, and will pay any such fines or penalties timely and promptly after completion of any such defensive or mitigative proceedings, including appeals, if any. In the event of South Texas' unreasonably repeated conviction of the same violation of environmental Legal Requirements within any twelve-month period, the Port may re-open negotiations regarding the Term and Easement Payment under this Agreement.

7. ENVIRONMENTAL CLAUSE. IT IS EXPRESSLY AGREED AND UNDERSTOOD THAT SOUTH TEXAS SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE PORT, ITS EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, AND BOARD MEMBERS, FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, DEMANDS, DAMAGES, ENFORCEMENT ACTIONS, OR PENALTIES, WHETHER KNOWN OR UNKNOWN AS OF THE EFFECTIVE DATE, ARISING OUT OF:

(A) THE PRESENCE, TRANSPORTATION, USE, MANUFACTURE, HANDLING, CREATION, STORAGE, TREATMENT, DISCHARGE, OR RELEASE OF ANY HAZARDOUS SUBSTANCE, HAZARDOUS MATERIAL, TOXIC SUBSTANCE, OR SOLID WASTE AS SUCH TERMS ARE DEFINED IN CERCLA (42 U.S.C.A. 9601, ET SEQ.), THE SOLID WASTE DISPOSAL ACT, AS AMENDED BY THE RESOURCE CONSERVATION AND RECOVERY ACT (42 U.S.C.A. 6901, ET SEQ.), AND THE TOXIC SUBSTANCES CONTROL ACT (15 U.S.C.A. 2601, ET SEQ.) (HEREINAFTER COLLECTIVELY REFERRED TO AS "HAZARDOUS SUBSTANCE"), BY SOUTH TEXAS ITS OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, SUPPLIERS, INVITEES, LICENSEES, AND AGENTS, TO, ON, IN OR FROM THE EASEMENT PROPERTY AS OF THE EFFECTIVE DATE OF THIS AGREEMENT;

(B) THE PLACEMENT, TRANSPORTATION, USE, MANUFACTURE, HANDLING, CREATION, STORAGE, TREATMENT,

DISCHARGE, OR RELEASE OF ANY HAZARDOUS SUBSTANCE TO, ON OR FROM THE EASEMENT PROPERTY BY SOUTH TEXAS AFTER THE EFFECTIVE DATE OF THIS AGREEMENT; AND

(C) ANY VIOLATION OF FEDERAL, STATE, OR LOCAL ENVIRONMENTAL LAW, ORDINANCE OR REGULATION BY SOUTH TEXAS ITS OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, SUPPLIERS, INVITEES, LICENSEES, AND AGENTS RELATING TO ITS USE OF THE EASEMENT PROPERTY.

ARTICLE V

Easement Payment and Other Required Payments

1. **Easement Payment.** The Easement Payment for the one approximately 325 rod pipeline shall be \$12,977.25 for a ten (10) year period due and payable in full upon the execution of this Agreement. An administrative fee of \$2,500.00 shall also be due and payable at the time of execution of this Agreement.

2. **Place of Payment.** The Easement Payment due hereunder shall be paid to the Port at its address for notice hereunder or to such other person or at such other address in Calhoun County, Texas, as the Port may from time to time designate in writing. Payment shall be paid in legal tender of the United States of America without notice, demand, abatement, deduction, or offset except as herein provided.

3. **Other Charges.** South Texas shall comply with and shall pay all local, state and federal taxes (including without limitation, income, franchise, gross receipts, sales, use, excise and real and personal property taxes), governmental charges of any kind whatsoever, payments in lieu of taxes, assessments, special assessments, licenses, registration fees, freight, and transportation charges and any other charges imposed, assessed, levied or liabilities incurred with respect to the ownership, the possession or the use of the Easement (including any liability to the surface estate relating to such Easement), or South Texas' Pipeline, the Easement Payment or any other payments by South Texas and any penalties, fines or interest imposed on any of the foregoing (collectively, the "Charges") during the Easement Term.

4. **South Texas to Control Charges.** The Port shall, to the maximum extent permitted by law, permit South Texas to pay directly to the relevant taxing or other authorities or third parties all Charges due under Article V, Paragraph 3 hereof, if South Texas so requests.

a. South Texas may, at South Texas' expense and in South Texas' or the Port's name, in good faith contest any Charges (and the Port shall cooperate fully in any such contest) and, in the event of any such contest, may permit such Charges so contested

to remain unpaid during the period of such contest and any appeal therefrom unless the Port shall notify South Texas that, in the reasonable opinion of the Port, by nonpayment of any such Charges the interest of the Port in the easement will be materially endangered or any part thereof will be subject to loss or forfeiture, in which event South Texas shall promptly pay any such Charges.

b. South Texas agrees to conduct any such contest or appeal in a reasonable manner and further agrees that it will not enter into any settlement or compromise that would obligate the Port to make any payment or to take or refrain from taking any action, other than ministerial acts.

c. All rebates, refunds or other return of Charges shall be paid directly to South Texas, or if received by the Port, shall be promptly paid over to South Texas.

ARTICLE VI

Operation, Use and Maintenance of Easement

1. **Maintenance and Repair.** As between the Parties to this Agreement, South Texas is solely obligated with respect to the costs of locating, constructing, maintaining, inspecting, operating, repairing and replacing South Texas' Pipeline within the Easement. Specifically, South Texas shall at all times, and at its own cost and expense, maintain, preserve and keep the South Texas' Pipeline in good repair, condition and working order, and shall from time to time as necessary or prudent make all repairs, replacements and improvements necessary to keep and maintain the same in such condition, and shall at all times occupy and use the Easement and operate South Texas' Pipeline in compliance with the Legal Requirements.

b. It is an express condition hereof that if at any time during the term hereof any pipeline installed under authority of this Easement on the property of the Port shall interfere with the widening, deepening or other revision or improvement of the Matagorda Ship Channel, turning basin or other stream or body of water within the Port's territory tributary to the Matagorda Ship Channel and turning basin (so far up the Matagorda Ship Channel, turning basin or other stream as the Port's jurisdiction extends) or shall interfere with the construction, maintenance, repair and use of improvements desired by the Port to be made on its premises or on premises acquired by the Port for widening, deepening or other revision of the Matagorda Ship Channel, turning basin or other stream or body of water, then and in such event South Texas at its cost and expense and without cost or expense to the Port shall remove, relocate, lengthen, deepen or otherwise conform South Texas' installation to the requirements for such improvement. South Texas shall complete this relocation of its pipeline within 180 days of written notice from Port.

2. **Emergencies.** If any emergency occurs in the maintenance and use of

the Easement, South Texas shall immediately give notice to the Port Director of the Port, any federal, state or local authorities and their regulatory agents, with jurisdiction over the Pipeline, and comply with all directives from any relevant authorities to bring a safe and proper conclusion to the emergency and to minimize hazards to persons, property or the environment.

3. Compliance with Laws.

a. South Texas shall comply with all rules or orders which the Port deems necessary for the protection and conservation of its land. South Texas shall also use all reasonable care and all proper safeguards to comply with all applicable laws and regulations to prevent pollution. In the event of pollution, South Texas shall promptly comply with all applicable laws and regulations, whether federal, state, or local, regarding the cleanup of such pollution or with applicable cleanup standards required to minimize any unreasonable risk to human health and the environment, whichever cleanup standard is higher. Further, South Texas shall be responsible for all damages and costs to persons and to public and private property caused by South Texas. South Texas, in any of its operations of the Easement or South Texas' Pipeline and shall not violate the provisions of any environmental legislation or the environmental rules, regulations or standards of any such regulatory body, whether federal, state, or local.

b. South Texas, its agents, servants, employees, contractors and sub-contractors shall comply with and not violate any safety or health statute or regulations, whether federal state or local, and, in particular, will comply with the Federal Mine Safety and Health Administration Act of 1977 and the Federal Occupational Safety and Health Act of 1970, and all amendments. South Texas agrees that it will incorporate the relevant provisions of this Agreement into any contract or sub-contract for work it has done or will be done on the Easement and South Texas' Pipeline described herein so that such contractors or sub-contractors will be cognizant of the required compliance with the provisions hereof.

3. **Permits.** South Texas shall obtain and maintain in effect at all times during the Term all permits, licenses and consents required or necessary for the installation, maintenance, use and operation of South Texas' Pipeline.

ARTICLE VII
The Port's Right To Monitor

1. **Reporting Requirements.** Requirements of this paragraph apply to activities pertaining to this Easement only. South Texas shall promptly supply the Port with copies of all notices, reports, correspondence, and submissions made by South Texas, as they pertain to this Easement only, to the Environmental Protection Agency, the Texas Water Commission, the United States Occupational Safety and Health

Administration, or any other local, state, or federal authority that requires submission of any information concerning environmental matters or hazardous wastes or substances pursuant to all applicable regulations. South Texas shall also supply the Port with written confirmation of any notices or reports regarding releases of hazardous wastes or substances that South Texas makes orally or by telephone to any such governmental agency. South Texas shall promptly notify the Port in advance of any scheduled meeting between South Texas and any of the agencies specified above.

2. **Notification of Product Change.** South Texas represents that it will only be transporting petroleum products through South Texas' eight-inch (8") Pipeline. In the event South Texas desires to change this product, it must have the written approval of the Port for the new product.

3. **Environmental Liens.** South Texas shall promptly notify the Port as to any liens threatened or attached against the premises pursuant to any environmental law. In the event that an environmental lien is filed against the premises, South Texas shall, within 30 days from the date on which the lien is placed against the property, or before the date on which any governmental authority commences proceedings to sell the premises pursuant to a lien, either: (a) pay the claim and remove the lien from the premises; or (b) furnish either (i) a bond satisfactory to the Port in the amount of the claim on which the lien is based or (ii) other security satisfactory to the Port in an amount sufficient to discharge the claim on which the lien is based.

ARTICLE VIII **Insurance**

1. **Insurance.** South Texas shall procure and maintain continuously in effect with respect to the Easement, insurance against liability for injuries to or death of any persons or damage to or loss of property arising out of or in any way relating to the maintenance, use or operation of the Easement or any part thereof, providing coverage with a combined single limit of Ten Million Dollars (\$10,000,000.00) for injuries to or death of persons or damage to property, or in such other amounts and with such other coverages as shall at the time be in accordance with general industry practice for similar facilities and operations of the type and scope of the Easement. South Texas shall also keep and maintain sudden and accidental pollution coverage in the minimum amount of Ten Million Dollars (\$10,000,000.00) naming the Port as an additional insured. All such policies of insurance shall designate the Port as an additional insured. South Texas shall furnish to the Port a certificate evidencing coverage and designating the Port as an additional insured within thirty days of the date of execution hereof. In the event South Texas changes policies, a copy of the new certificate designating the Port as an additional insured shall be furnished to the Port within ten (10) days.

ARTICLE IX
Indemnity

1. **Definitions.**

a. **Port Parties:** The Port, its successors and assigns, and all of its respective officers, directors, commissioners, and their successors in office, employees, attorneys, designees, representatives, tenants, contractors, subcontractors, invitees, licensees and agents.

b. **South Texas Parties:** South Texas its officers, directors, employees, contractors, subcontractors, suppliers, invitees, licensees, and agents.

c. **Claims:** Losses, expenses, liens, claims, demands, damages and causes of action of every kind and character whatsoever for damage to the property of Port Parties, personal injury to any person including Port Parties, other liability, damages, fines or penalties (except where reimbursement prohibited by law), including costs, expenses, penalties, and interest, attorney fees, and settlement.

SOUTH TEXAS HEREBY AGREES TO DEFEND, INDEMNIFY, AND SAVES HARMLESS THE PORT PARTIES FROM AND AGAINST ALL CLAIMS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE PERFORMANCE OR FAILURE TO PERFORM THE COVENANTS OF THIS AGREEMENT. THIS INDEMNITY SHALL INCLUDE CLAIMS ARISING OUT OF OR CAUSED, IN WHOLE OR IN PART BY SOUTH TEXAS PARTIES, AND SOUTH TEXAS EXPRESSLY AGREES TO ASSUME THE RISK OF ALL CLAIMS AND SOUTH TEXAS AGREES TO DEFEND, INDEMNIFY, REIMBURSE AND HOLD PORT PARTIES HARMLESS FROM ALL CLAIMS, INCLUDING BUT NOT LIMITED TO CLAIMS IN ANY MATTER RESULTING FROM, ARISING OUT OF OR CAUSED, IN WHOLE OR IN PART, BY SOUTH TEXAS PARTIES' WILFUL MISCONDUCT, NEGLIGENCE, GROSS NEGLIGENCE, DELIBERATE ACTS, STRICT LIABILITY IN TORT OR BREACH OF WARRANTY, EXPRESSED OR IMPLIED.

THE FOREGOING INDEMNIFICATION SHALL NOT BE APPLICABLE TOWARD OR ENFORCEABLE IN FAVOR OF ANY INDIVIDUAL PORT PARTY FOR A PARTICULAR CLAIM, INSOFAR AS THAT PARTICULAR CLAIM IS ADJUDICATED BY A COURT OF COMPETENT JURISDICTION, TO RESULT EXCLUSIVELY FROM THE GROSS NEGLIGENCE OR WILLFUL CONDUCT OF THAT PORT PARTY SEEKING TO ENFORCE THE

INDEMNIFICATION.

THE PORT AND SOUTH TEXAS ACKNOWLEDGE THAT THIS STATEMENT AND THE FOREGOING INDEMNIFICATION UNDER THIS ARTICLE COMPLIES WITH THE EXPRESS NEGLIGENCE RULE AND IS CONSPICUOUS AND HAS BEEN REVIEWED AND APPROVED BY EACH PARTIES OWN RESPECTIVE INDEPENDENT LEGAL COUNSEL. THE INDEMNIFICATION ARISING HEREIN SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AS TO CLAIMS ACCRUING PRIOR TO THE TERMINATION OF THIS AGREEMENT.

2. The Port's Exculpation. The Port shall have no responsibility or liability to South Texas or to South Texas' officers, directors, shareholders, partners, employees, agents, contractors or invitees, for bodily injury, death, property damage, business interruption, loss of profits, loss of trade secrets or other direct or consequential damages occasioned by (a) Force Majeure, (b) vandalism, theft, burglary and other criminal acts (other than those committed by the Port and its employees), or (c) the condition, repair, replacement, maintenance, damage or destruction of the Easement. "Force Majeure" shall mean:

(a) acts of God, landslides, lightning, earthquakes, hurricanes, tornadoes, blizzards and other adverse and inclement weather, fires, explosions, floods, acts of a public enemy, wars, blockades, insurrections, riots, pandemics, or civil disturbances;

(b) orders or judgments of any federal, state or local court, administrative agency or governmental body, if not the result of willful or negligent action of the party relying thereon; and

(c) any other similar cause or event, provided that the foregoing is beyond the reasonable control of the party claiming Force Majeure.

3. If any defense, indemnity, or insurance provision contained in this Agreement is deemed to conflict with, is prohibited by or violates public policy under any federal, state or other law determined to be applicable to a particular situation arising or involving this Agreement or the operation of the Pipeline on the Easement on or after the date of this Agreement, it is understood and agreed that the conflicting, prohibited or violating provision shall be deemed automatically amended in that situation to the extent, but only to the extent, necessary to conform with, not be prohibited by, and avoid violating public policy under such Legal Requirements. No other provisions of this Agreement shall be amended or affected thereby.

ARTICLE X

Removal of South Texas' Pipeline and Improvements

1. Upon the termination of this Agreement, however the same may be brought about South Texas shall cause the removal and the disposition of South Texas' Pipeline and all improvements placed by South Texas on the Easement. South Texas shall give written notice to the Port of its decision to permanently abandon South Texas' Pipeline or improvements. South Texas shall be responsible to comply with all the law, regulations, procedures, actions and physical requirements of any federal, state, or local authority or agency and South Texas shall solely be responsible for all costs of such removal and disposition.

2. The Port reserves the right to have South Texas' Pipeline or improvements that are placed by South Texas on the Easement removed at South Texas' cost in the event South Texas fails to remove the same within six months (6) months after termination of this Agreement. South Texas shall indemnify and hold harmless the Port from and against all costs of the removal of all improvements, including South Texas' Pipeline, installed by South Texas on the Easement.

3. To the extent permitted by law and notwithstanding any other terms hereof, the Port and South Texas may agree in writing that South Texas' Pipeline or improvements may be abandoned in place and not removed by South Texas after the termination of this Agreement. It is understood and agreed by both parties to this contract that the Port is the approving authority as to the removal or non-removal of property from the Easement, and the decision of the authority shall govern.

ARTICLE XI

Assignment, Sublease, Mortgage and Sale; Encumbrances

1. **Title to Easement.** Subject to the grant of the Easement hereunder, legal title to the property subject to the Easement shall remain in the Port.

2. **Assignment by the Port.** The Port shall not assign its obligations under this Agreement, and no purported assignment thereof shall be effective; provided, however, that such prohibition shall not apply to any legislatively created successor of the Port or to any merger of the Port with any other political subdivision of the State of Texas.

3. **Assignment, Sublease, Mortgage or Sale by South Texas.**

a. Except as provided by Article XI, Paragraph 3b hereof, this Agreement may not be assigned, subleased, mortgaged or sold by South Texas without the prior written consent of the Port.

b. South Texas may freely assign this Agreement, or sublease the Easement, to: (i) any successor in interest to South Texas by statutory merger, (ii) any corporation, partnership, limited liability company or other legal entity, which owns or ultimately controls South Texas, is a direct or indirect subsidiary of, or which is otherwise ultimately controlled by, South Texas, or is owned or ultimately controlled by an entity that owns or ultimately controls South Texas or (iii) an assignee pursuant to a mortgage or deed of trust from South Texas or any permitted successor or assignee of South Texas, and any purchase of South Texas' interests in and under this Agreement pursuant to any such mortgage or deed of trust; provided, however, any such assignment or sublease of this Agreement shall not relieve South Texas from liability under this Agreement.

4. **Disclaimer of Warranties.** THE PORT, BY DELIVERY HEREOF, MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE EASEMENT OR ANY PART THEREOF OR AS TO THE FITNESS FOR THE USE CONTEMPLATED BY SOUTH TEXAS OF THE EASEMENT OR ANY PART THEREOF.

5. **No Further Encumbrances.** South Texas shall not, directly or indirectly, create, incur, assume or cause to exist any lien, charge, encumbrance or claim on or with respect to the Easement other than a lien of South Texas' interest in and under this Agreement pursuant to a mortgage or deed of trust permitted under Section XI.3.b(iii). In the event such an encumbrance occurs, South Texas shall promptly, at its own expense, take such action as may be necessary to discharge or remove any such lien, charge, encumbrance or claim if the same shall arise at any time. South Texas shall reimburse the Port for any expense incurred by it in order to discharge or remove any such lien, charge, encumbrance, or claim.

ARTICLE XII **Events of Default; Remedies**

1. **Events of Default.** An occurrence of any one or more of the following events shall constitute an event of default hereunder (an "Event of Default"):

a. South Texas fails to observe or perform any covenant, condition or agreement on its part to be observed or performed hereunder (including the payment of the Easement Payment), for a period of thirty (30) days after receipt of written notice from the Port specifying such failure; provided, however, that if such observance or performance requires work to be done, actions to be taken or conditions to be remedied, which by their nature cannot reasonably be accomplished within such thirty (30) day period, if South Texas shall commence such observance or performance within such period and shall be proceeding diligently with respect thereto then the fact that the same shall not have been corrected during such period shall not constitute an Event of Default;

or

b. The discovery by the Port that any intentional material statement, representation or warranty made by South Texas in this Agreement is false, misleading or erroneous in any material respect.

2. **Remedies on Default.** Upon the occurrence of an Event of Default and following written notice of such default to South Texas, the Port may, without further demand or notice, with or without terminating this Agreement, reenter and take possession of the Easement and exclude South Texas therefrom; provided, however, that if this Agreement has not been terminated, the Port shall return possession of the Easement to South Texas when the Event of Default is cured, and provided further that South Texas shall continue to be responsible for the Easement Payment due.

3. **Return of Easement.** In addition to the provisions of Article X, upon the termination of this Agreement pursuant to this Article XII, South Texas shall deliver possession of the Easement to the Port.

4. **Delay; Notice.** No delay or omission in exercising any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient, and any one exercise thereof shall not be deemed exclusive of such exercise. To entitle any party to exercise any remedy reserved to it in this Agreement, it shall not be necessary to give any notice other than as may be specifically required in this Agreement.

ARTICLE XIII **Miscellaneous**

1. **Notices.** All notices, certificates and other documents hereunder to be given to or to be served upon any party entitled to notices hereunder shall be in writing and shall be delivered personally or by certified or registered mail, and if so mailed, shall be deemed to have been given and received within five (5) business days after a registered or certified letter containing such notice, postage prepaid, is deposited in the United States Mail, and if given otherwise shall be deemed to have been given when delivered to the party to whom it is addressed. Such notice shall be given to the parties at their following respective addresses or at such other address as either party may hereafter designate in accordance with the provisions of this Article XIII, Paragraph 1 to the other party in writing:

If to the Port:

Calhoun Port Authority

P. O. Box 397
Point Comfort, Texas 77978
Attention: Port Director
Or
2313 FM 1593 South
Port Comfort, Texas 77978
Attention: Port Director
Phone: 361.987.2813
Email: crh@calhounport.com
Facsimile: 361.987.2189

If to South Texas:

South Texas NGL Pipelines, LLC
c/o Enterprise Products,
Capital Projects Land,
P.O. Box 4324,
Houston, TX, 77210-4324

2. **Severability**. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any of the other provisions hereof.

3. **Amendments, Changes and Modifications**. This Agreement may be amended from time to time by the Port and South Texas by written agreement between the parties.

4. **Public Disclosure**. The Port is a governmental authority subject to the requirements of the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended, and the Texas Open Records Act, Chapter 552, Texas Government Code, as amended, and as such the Port is required to disclose to the public this Agreement and certain other information and documents relating to the consummation of the transactions contemplated hereby upon written request. Additionally, it may be necessary to file all or portions of this Agreement with the Federal Maritime Commission and thereby render all or a portion of this Agreement to a public document. In this regard, South Texas agrees that the rightful filing or disclosure of this Agreement or any other information or materials related to the consummation of the transactions contemplated hereby to the public by the Port to the extent required by the Shipping Act, the Texas Open Meetings Act, Texas Open Records Act, or any other Legal Requirement will not expose the Port (or any party acting by, through or under the Port) to any claim, liability or action by South Texas. The Port shall, to the extent legally possible, treat any trade secrets or confidential information disclosed by South Texas as confidential commercial

information.

5. **Further Assurances and Corrective and Supplemental Instruments.**

The Port and South Texas shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting or supplementing any inadequate or incorrect description of the Easement hereby obtained or intended to be or for carrying out the expressed intention of the Agreement.

6. **Applicable Law and Venue.** This Agreement shall be governed by, construed and shall be enforceable in accordance with the laws of the State of Texas without giving effect to the principles of conflict of laws. Venue for any action brought hereunder shall lie in the State District Courts of Calhoun County, Texas.

7. **Heading.** The captions or headings in this Agreement are for convenience of reference only and in no way define, limit or describe the scope or intent of any provisions or Articles hereof.

8. **Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original instrument and all of which taken together shall constitute one and the same instrument.

9. **Entire Agreement.** This Agreement, together with the exhibits attached hereto, contain the final and entire agreement regarding the subject matter hereof between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto.

10. **No Personal Liability or Accountability.** No covenant, condition or agreement contained in this Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, commissioner, agent or employee of the Port or South Texas, in his or her individual capacity, and neither the officers, agents or employees of the Port, South Texas nor any official executing this Agreement shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of any transaction or activity relating to this Agreement.

11. **No Remedy Exclusive.** No remedy herein conferred upon or reserved to the Port shall be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof or a course of dealing, but any such right or power may be exercised from time to time and as often as may be deemed appropriate by the party exercising it.

12. **No Additional Waiver Implied by One Waiver.** In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder, and shall not be construed to be an implied term hereof or a course of dealing between the parties.

13. **Dispute Expenses and Attorneys' Fees.** If any controversy, claim, or dispute arises relating to this Agreement or its breach, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorneys' fees, and costs; provided, however, that the parties hereto waive any and all rights, claims or causes of action arising under this Agreement for incidental, consequential, exemplary or punitive damages.

IN WITNESS WHEREOF, the Port has caused this Agreement to be executed by its duly authorized officers, and South Texas has caused this Agreement to be executed in its corporate name by its duly authorized officer, as of the date written below.

EXECUTED ON the _____ day of _____, 2020, and EFFECTIVE the _____ day of _____ 2020.

CALHOUN PORT AUTHORITY

J. C. Melcher, Board Chairman
Calhoun Port Authority

ATTEST:

Tony A. Holladay, Board Secretary
Calhoun Port Authority

THE STATE OF TEXAS §
 §
COUNTY OF CALHOUN §

CERTIFICATE OF ACKNOWLEDGEMENT

Before me, the undersigned Notary Public, on this day personally appeared J. C. Melcher, Jr., who is personally known to me to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he executed the instrument for the purposes and considerations expressed and doing so as Board Chair of Calhoun Port Authority.

Given under my hand and seal of office on the ____ day of _____
2020.

Notary Public in and for the State of Texas

SOUTH TEXAS NGL PIPELINES, LLC

By: [Signature]

Name: Cody B. Trevino

Title: Agent and Attorney-in-Fact

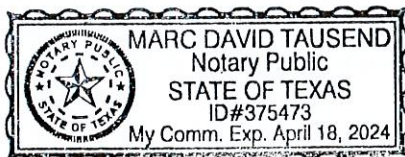
STATE OF Texas §

§

COUNTY OF HARRIS §

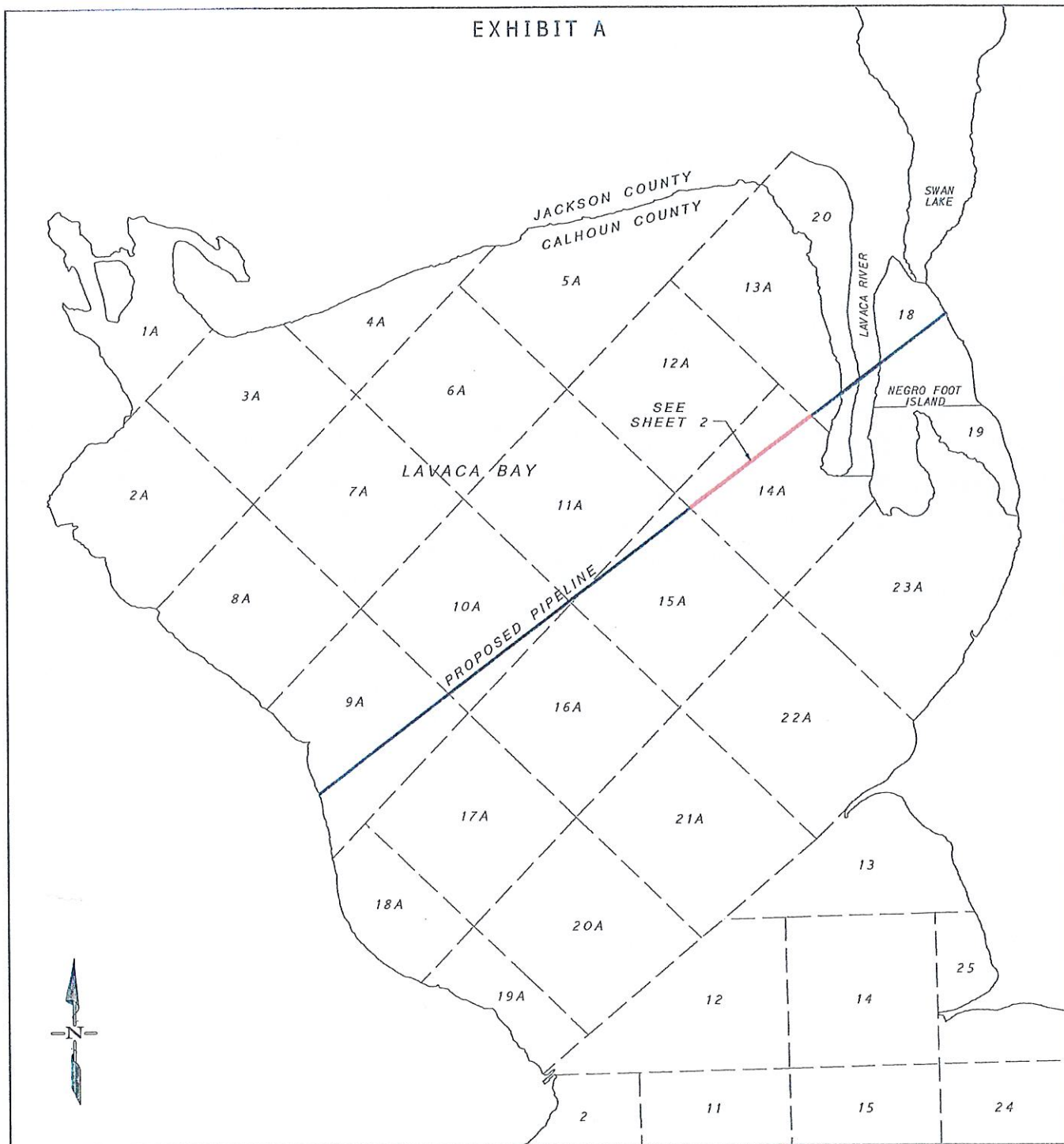
Before me, the undersigned Notary Public, on this day personally appeared Cody B. Trevino, who is personally known to me to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he executed the instrument for the purposes and considerations expressed and doing so as the Agent and A-I-F of South Texas NGL Pipelines, LLC.

Given under my hand and seal of office on the 24TH day of APRIL 2020.



[Signature]
Notary Public in and for the State of
Texas

EXHIBIT A



**ENTERPRISE
PRODUCTS OPERATING LLC**

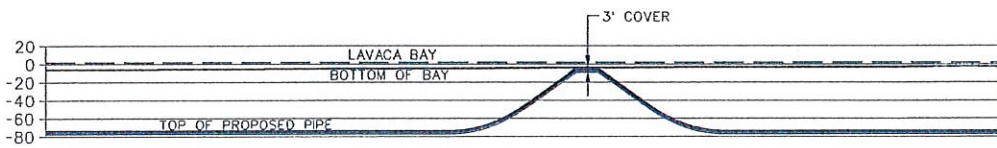
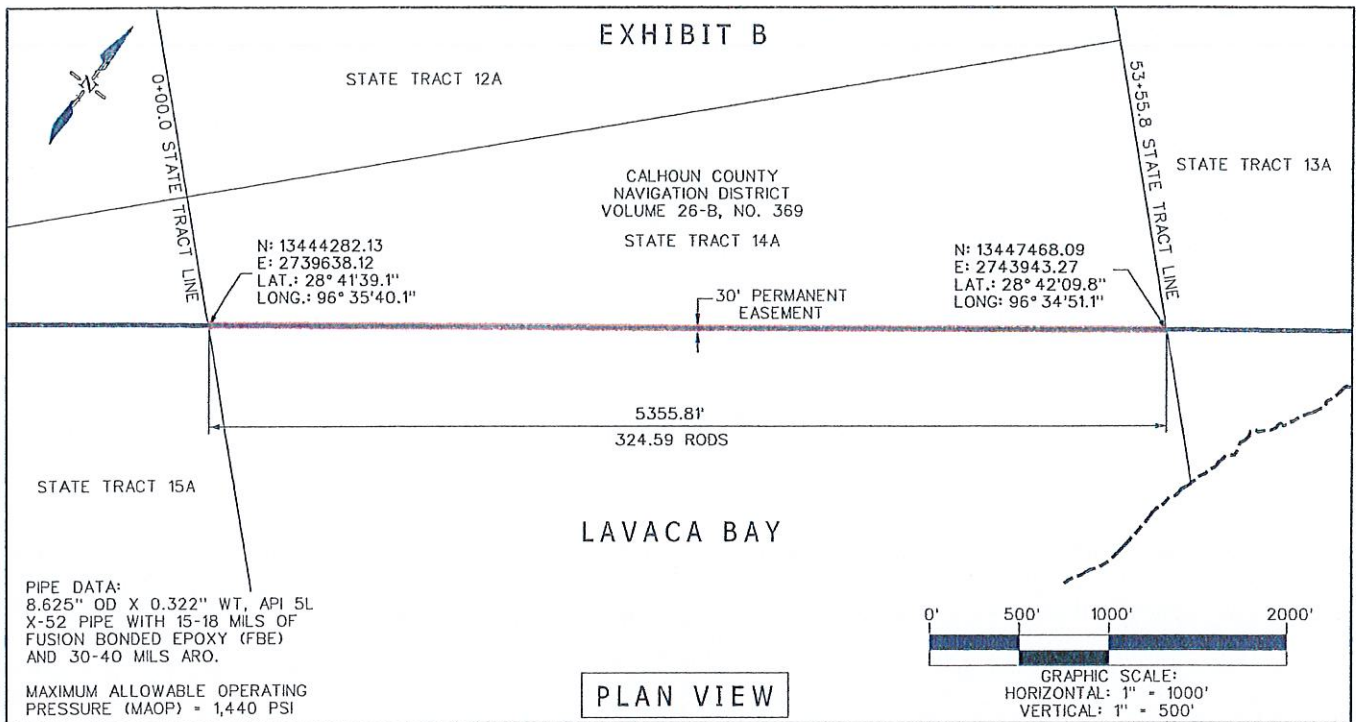
CALHOUN COUNTY NAVIGATION DISTRICT
VICINITY MAP
PROPOSED 8" PIPELINE
CALHOUN COUNTY, TEXAS

DRAWN BY : G.K.S.	SCALE: 1" = 5000'
CHECKED BY: J.K.B.	DATE: 01/14/2020
APPROVED BY: G.A.G.	JOB NO. PC19-061

GANEM & KELLY SURVEYING, INC.
 LAMAR STREET, SUITE 5
 POINT COMFORT, TEXAS 77978
 (361) 987-2011
 FIRM NO. 10080300

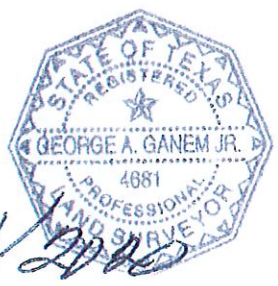


DWG. NO. PC19-061
SHEET 1 OF 2



THE ABOVE PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

George A. Ganem, Jr.
 GEORGE A. GANEM, JR. DATE 01/31/2020
 GANEM & KELLY SURVEYING, INC.
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS NO. 4681



COORDINATES BASED ON TEXAS COORDINATE SYSTEM
 HORIZONTAL: NAD 83 SOUTH CENTRAL ZONE
 VERTICAL: MEAN LOWER LOW WATER (MLLW)

CONTRACTOR TO VERIFY IN THE FIELD THE LOCATION OF ALL UTILITIES ABOVE AND BELOW GROUND, BEFORE CONSTRUCTION.

IN ORDER TO INSURE THE SAFETY OF ALL PARTIES, THE PERMITTEE SHALL CONTACT THE TEXAS 811 SYSTEM A MINIMUM OF 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY EXCAVATION (DIGGING, DREDGING, JETTING, etc.) OR DEMOLITION ACTIVITY.
 Web Site: <http://www.texas811.org>

**ENTERPRISE
 PRODUCTS OPERATING LLC**

CALHOUN COUNTY NAVIGATION DISTRICT
 PROPOSED 8" PIPELINE
 CALHOUN COUNTY, TEXAS

DRAWN BY : G.K.S.
 CHECKED BY : J.K.B.
 APPROVED BY : G.A.G.

SCALE: 1" = 1000'
 DATE: 01/30/2020
 JOB NO. PC19-061



GANEM & KELLY SURVEYING, INC.
 LAMAR STREET, SUITE 5
 POINT COMFORT, TEXAS 77978
 (361) 987-2011
 FIRM NO. 10080300

DWG. NO.
 PC19-061
 SHEET
 2 OF 2

**EXHIBIT A
30 FOOT WIDE
PIPELINE EASEMENT
LEGAL DESCRIPTION**

**STATE OF TEXAS
COUNTY OF JACKSON**

BEING a 30 foot wide pipeline easement situated in State Tract No. 20, Jackson County, Texas and being out of a 5,780.93 acre tract described in Conveyance Assumption and Bill of Sale dated June 1, 2007 from Vintage Petroleum, LLC to Hilcorp Energy I, LP and recorded in Volume 315, Page 849 of the Official Records of Jackson County, Texas and being further described in General Warranty Deed dated May 9, 2003 from Richard L. Manske and Peggy T. Manske to Vintage Petroleum, Inc. and recorded in Volume 220, Page 271 of the Official Records of Jackson County, Texas, and this centerline being more particularly described as follows;

BEGINNING at a point in the east line of said 5,780.93 acre tract and on the west bank of the Lavaca River, said point having a Texas State Plane coordinate NAD 83 Texas South Central Zone of X = 2,745,635.01 and Y = 13,448,724.11 and being located South 29° 17' 13" East a distance of 43,360.98 feet from an existing fence corner post at the intersection of the southwest line of said 5,780.93 acre tract and the southeast right-of-way line of F.M. 616;

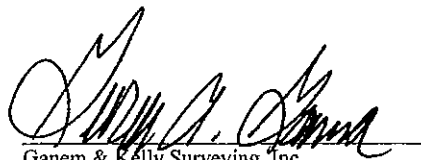
THENCE South 53° 24' 29" West for a distance of 839.63 feet to a point in the west line of said 5,780.93 acre tract and on the east bank of Lavaca Bay for the **POINT OF TERMINUS**, said point having a Texas State Plane coordinate NAD 83 Texas South Central Zone of X = 2,744,960.87 and Y = 13,448,223.60.

Reference is made to that plat accompanying this legal description.

The above pipeline traverses the Hilcorp Energy I, LP Tract for a distance of 839.63 feet or 50.89 rods.

Bearings are based on GPS Observation NAD83 Texas South Central Zone. Coordinates and distances shown hereon are grid.

The above legal description is based on an actual survey made on the ground under my supervision.



Ganem & Kelly Surveying, Inc.
By: George A. Ganem, Jr.
Registered Professional Land Surveyor
Texas No. 4681

Date

01/31/2020





CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
04/28/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Southwest, Inc. Houston TX Office 5555 San Felipe Suite 1500 Houston TX 77056 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105		
	E-MAIL ADDRESS:		
INSURED South Texas NGL Pipelines, LLC 1100 Louisiana, 10th Floor Houston TX 77002 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Old Republic Insurance Company		24147
	INSURER B: Lexington Insurance Company		19437
	INSURER C:		
	INSURER D:		
	INSURER E:		

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570081546159 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,

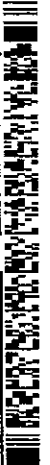
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC OTHER:			MWZY31308820	04/18/2020	04/18/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$6,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB 313086-20	04/18/2020	04/18/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION			MWZU31362820	04/18/2020	04/18/2021	EACH OCCURRENCE AGGREGATE \$9,000,000 Each Claim \$9,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	MWC31308520	04/18/2020	04/18/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

570081546159

Certificate No :

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 **Excess Policy is excess of primary policies. Certificate Holder is included as Additional Insured in accordance with the policy provisions of the General Liability policy. The insurance available to any person or organization qualifying as an Additional Insured will not exceed the minimum coverage and limits required by the contract or agreement between the Named Insured and the Certificate Holder. General Liability policy contains Sudden and Accidental Pollution Coverage.

CERTIFICATE HOLDER Calhoun Port Authority 2313 FM 1583 South Port Comfort TX 77978 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Southwest, Inc.</i>
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ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Southwest, Inc.		NAMED INSURED South Texas NGL Pipelines, LLC	
POLICY NUMBER See Certificate Numbe 570081546159			
CARRIER See Certificate Numbe 570081546159	NAIC CODE	EFFECTIVE DATE	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	EXCESS LIABILITY							
B				34064058 SIR applies per policy terms & conditions	04/18/2020	04/18/2021	Aggregate	\$1,000,000
							Each Occurrence	\$1,000,000



(361) 987-2813 • Fax (361) 987-2189 • 2313 FM 1593 South • P.O. Box 397 • Point Comfort, Texas 77978
www.calhounport.com

PORT OF PORT LAVACA - POINT COMFORT

Providing Calhoun County Industries with Direct Deep-Draft Access to Global Markets

MEMORANDUM

TO: Calhoun Port Authority Board Members

FROM: Charles R. Hausmann, Port Director

DATE: May 11, 2020

SUBJECT: Agenda Item No. 9, Review and Consideration of Fiscal Year 2019 Budget Amendments.

Members of the Board, attached is a copy of a spreadsheet summarizing the adjustments to revenues and expenditures for the FY2020 budget for your review. Revenues decreased by \$1,701,255.00 and expenditures decreased by \$3,213,431.00. The decrease in revenues is mainly due to the decrease in AN/NH3 storage fees. The decrease in expenditures was mainly due a decrease in AN/NH3 facility operator fees. The original budgeted income was \$2,922,950.00 and after the amendments the budgeted income is \$4,435,125.00 before depreciation for an increase of \$1,512,175.00. The revised projected net income after depreciation is \$3,475,125

Please feel free to contact me if you have any questions regarding the proposed FY2020 budget amendments.

Cc: David Roberts, Port General Counsel
Forrest E. Hawes, Deputy Port Director
David M. Knuckey, Director of Engineering Services

5/8/2020

BUDGET AMENDMENT 1 FY2020**TOTAL
FY 2020
BUDGET**Original Projected Budget Income (before depreciation) **2,922,950****REVENUES:**

HARBOR OPERATIONS INCOME:

Wharfage	\$	65,000
Dockage	\$	(86,000)
Other Harbor Income	\$	(11,250)

NON HARBOR OPER. INCOME:

Lease & Option Revenue

Surface Lease & Options	\$	19,035
Pipeline & Pipe Rack Easements	\$	-

OTHER INCOME

AN/NH3 Storage Fees	\$	(1,778,890)
Administration Fee	\$	(55,000)
Other - Operator Agrmts	\$	(9,000)
Interest Income	\$	150,000
Misc Income	\$	87,850
Grant Revenue	\$	(83,000)

TOTAL REVENUE CHANGES**\$ (1,701,255)****EXPENDITURES:**

OPERATIONAL EXPENDITURES:

Wages & Salaries		
Workers Comp Ins		
Equipment Rental		
Maintenance & Repairs	\$	126,437
Tech Training & Misc	\$	10,621
Electrical Expense		
Facility Operator Fee	\$	(3,500,000)
Professional Fees	\$	28,979

NON-OPERATIONAL EXPEND:

Interest Expense	\$	9,000
Capital Outlay - Land	\$	111,532

TOTAL EXPENDITURE CHANGES**\$ (3,213,431)****Revised Projected Net Income before Depreciation****\$ 4,435,125**

Depreciation Expense

\$ (960,000)

Projected Net Income After Depreciation

\$ 3,475,125

*Details of changes available from Port staff