

**DEVELOPERS AGREEMENT
COUNTY ROAD USE
FOR STORAGE PROJECT**

This Road Use Agreement (the "Agreement") is made and entered into, pursuant to Commissioners Court Order No. H.3. dated January 9th, 2024, by and between **BRAZORIA COUNTY, TEXAS** (the "County"), acting by and through its Commissioners Court (the "Court"), and **COTTONWOOD BAYOU STORAGE, LLC**, a limited liability company authorized to do business in Texas (the "Company"). County and Company are sometimes referred to herein collectively as the "Parties" and each individually as a "Party".

RECITALS

WHEREAS, the Company intends to construct, operate, and maintain an electric energy storage system in Brazoria County, Texas ("Storage Project") and the Storage Project requires the use of those certain County Roads identified on Exhibit A, attached hereto, under the jurisdiction and maintenance of the County ("County Roads"); and

WHEREAS, it is anticipated that Company's use of the County Roads could result in some degree of damage to the County Roads during the construction of the Storage Project; and

WHEREAS, the Parties desire to enter into this Agreement to develop procedures to document the pre- and post-construction condition of County Roads used by the Company, to determine the damage caused by the Company's construction traffic and to provide for the maintenance, repair, and/or reconstruction thereof.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to it in hand paid by Company, the receipt and sufficiency of which is hereby acknowledged, as well as the mutual promises and benefits herein contained, the County and Company hereby agree to the maintenance, repair, and/or reconstruction of the County Roads in accordance with the terms and conditions set forth herein.

SCOPE OF COUNTY ROAD USE

The scope of the County Road use includes Company using approximately 17.3 miles of County Roads 210 and 203 as identified on Exhibit A. If additional County Roads are used and damaged by Company or parties associated with the Storage Project, Company shall be responsible to the same extent as if the roads were included in Exhibit A and as defined below.

AGREEMENT

The Parties agree as follows:

Meetings:

Attendance is required by both Parties.

1. **Predevelopment Meeting:** Prior to construction of the Storage Project, Company shall schedule a predevelopment meeting with the County Engineering Department ("Engineering"). Company shall provide proposed routes and identify alternative routes (if any) to the County Road(s) identified on Exhibit A being considered for use as construction access roads, as well as, information relating to construction traffic expected on County Roads, including approximate size, weight, and frequency of heavy truck traffic.
2. **Preconstruction Meeting:** After Company has selected its final construction traffic routes in consultation with Engineering, but before construction begins, Company and County will meet to document the condition of the County Roads which will be used for construction access. The Parties shall jointly participate in the videotaping of the pre-construction condition of the County Roads. Company shall retain and pay for the videographer. Both Parties will be provided a copy of the recording.
3. **Post-construction Meeting:** Within 45 days of substantial completion of construction of the Storage Project, Company and County shall meet to jointly document the post-construction condition of the County Road(s) used for construction access to determine the course of action to repair/reconstruct such County Roads.

Company Obligations:

1. **Traffic Impact Analysis and Temporary Improvements:** Company shall provide a traffic impact analysis to County in order for County to determine whether temporary improvements will be required to maintain the safety of the public. Company is responsible for installation of all temporary improvements as determined by the County Engineer prior to use of the County Roads. All temporary improvements must meet the standards set forth in the Brazoria County Subdivision Regulations.
2. **Reimbursement to County for Interim Repairs and Maintenance:** During construction of the Storage Project, County shall maintain and temporarily repair the County Roads as needed to maintain a safe and travelable condition for the general public. County shall make final temporary repairs to the County Roads upon substantial completion of the Storage Project construction as needed to provide for a safe and travelable road until such time as final repair or reconstruction occurs, if necessary. All maintenance and repairs shall be

performed according to the standards set forth in the Brazoria County Subdivision Regulations as adopted by the Brazoria County Commissioners Court and in effect at the time. Company shall pay County for such maintenance and repairs necessitated by damage caused by Company's use of the County Roads within thirty (30) days of invoicing.

3. Emergency Repairs: In the event that County must perform emergency repairs to County Road(s) damaged by Company's construction traffic to keep the County Road(s) in a safe and travelable condition, Company shall pay County for such repairs within thirty (30) days of invoicing.
4. Final Repairs or Reconstruction: After final determination of County Road damage due to Company construction traffic and a written determination by Engineering of the required repairs or reconstruction, Company shall, at the Company's sole election, either 1) hire a contractor to repair or reconstruct the County Roads to County standards or 2) participate in the County procurement process for County to hire a contractor to repair or reconstruct the County Roads to County standards. Company shall bear all costs associated with the final repair or reconstruction of County Roads. For efficiency and certainty, once Company has elected to either hire a contractor or participate in the County procurement process, the parties shall be bound by the decision.
5. Advance Payment: If road repairs are handled through a procurement process, Company shall deposit with County the full amount owed to the selected contractor prior to notice to proceed to the contractor.
6. Company shall fund all aspects of the entire County Road project, including but not limited to:
 - a. Design costs;
 - b. Engineering costs;
 - c. Bidding and Construction Phase Engineering Services Costs;
 - d. Construction and Material costs;
 - e. Field testing costs;
 - f. County Construction management costs;
 - g. County Construction inspection costs; and
 - h. Pay any and all overruns resulting from a difference in the Awarded Construction Cost and Engineer's Estimate, and/or costs resulting from modifications/change orders to the plans as deemed necessary and relevant by County; provided, however, County shall use commercially reasonable means to control costs associated with the construction in the same manner as is customary for County road construction work, including lowest bid process.

7. Notice of Completion: Company will provide notice to County upon substantial completion of construction of the Storage Project within 10 days.

8. Safety Standards: Company will comply with all traffic and safety standards of the Texas Manual on Uniform Traffic Control Devices (TxMUTCD) during repairs, maintenance, and/or reconstruction of the County Roads.

County Obligations:

1. Determine what temporary improvements are needed, if any, to maintain the safety of the public.
2. Conduct an inspection and sampling of the County Roads.
3. If Company chooses to participate in the County procurement process to hire a contractor, County shall have an engineer prepare a bid package containing specifications required to repair or reconstruct the County Roads to County standards.
4. If Company chooses to hire a contractor to repair or reconstruct the County Roads, County shall review and approve the design and engineering and grant any and all necessary permits for such repairs or reconstruction, which approvals and permits shall not be unreasonably withheld, conditioned, or delayed.
5. Conduct necessary testing and inspections to ensure the repairs or reconstruction are designed and engineered in compliance with County standards and regulations.
6. If Company deposits funds with the County, upon completion of construction, County shall reconcile the amount pre-paid by Company with the actual costs incurred by County for all aspects of the County Road project and, in the event that the amount pre-paid by Company is more than the actual costs incurred, Company shall be entitled to a refund of any such excess within thirty (30) days after such reconciliation. If the cost is more, Company shall pay County the difference within 30-days of notice.

Termination:

Upon completion of final repairs or reconstruction, if necessary, and acceptance by Engineering as evidenced by the final accounting and letter of completion, which acceptance shall not be unreasonably withheld, conditioned or delayed, this Agreement shall terminate and Company shall have no further obligations to the County for repair or reconstruction of the County Roads associated with the installation and development of the Storage Project.

Governing Law:

This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Texas, without giving effect to its conflict of laws provision, and venue for resolution of disputes shall lie in Brazoria County, Texas. In the event that County or

Company initiates a cause of action in court in connection with this Agreement, the prevailing Party shall be entitled to reasonable and necessary attorneys' fees and costs of court.

County and Company desire to cause to have constructed the County Road project on behalf of the County and Company for purposes of public safety.

All notices and communications hereunder shall be in writing and shall be deemed to have been duly given if delivered in person, by email, by an overnight service, such as Federal Express, or deposited in the United States mail by registered or certified mail, postage prepaid, properly addressed as follows:

Company:

TotalEnergies SE
1201 Louisiana Street
Suite 300
Houston, Texas 77002
Attn: Brianna Laza
Telephone: (303) 815-7438
Email: brianna.laza@totalenergies.com

County:

Brazoria County, Texas
111 E. Locust Street
Angleton, Texas 77515
Attn: County Engineer
Telephone: (979) 864-1265
Facsimile: (979) 864-1270
Email: matth@brazoriacountytx.gov

Notices shall be deemed to be given upon personal delivery, or two (2) business days after deposited with the United States mail service, or the following business day if deposited with an overnight delivery service or if emailed.

This Agreement constitutes the entire agreement of the Parties with respect to the County Roads project described herein. This Agreement may not be amended, modified, altered or changed in any respect whatsoever except by further agreement in writing duly executed by the Parties hereto.

No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the Party against whom it is asserted and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

This Agreement may be executed in multiple, separate counterparts, each of which shall be deemed to be an original.

Nothing contained in this Agreement shall constitute or be deemed or construed to create, and does not create, a partnership, joint venture or any like relationship among the parties hereto (or any other parties or affiliates thereof).

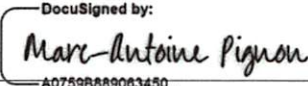
Any approvals or consents required hereunder shall not be unreasonably withheld, conditioned or delayed. The Parties shall execute any documents or take any further actions as reasonably required to effectuate this Agreement.

Executed this 9th day of January, 2024.

BRAZORIA COUNTY, TEXAS

By: 
L. M. "Matt" Sebesta, Jr.
County Judge

COTTONWOOD BAYOU STORAGE, LLC

By: 
Name: A0759B889063450...
Title: CEO

Exhibit

A

TotalEnergies Renewables

Distances measured on GoogleEarth

Primary Delivery Route

From the intersection of TX 288 & FM 523 in Angleton, head East/South on FM 523 (Hwy 35 Bypass) for ± 6.5 mi.

Turn East on Brazoria County Rd. 210 for ± 11 mi.

Turn South on Brazoria County Rd. 203 for ± 1.3 mi.

Proposed site entrance is on the right .





Primary Route

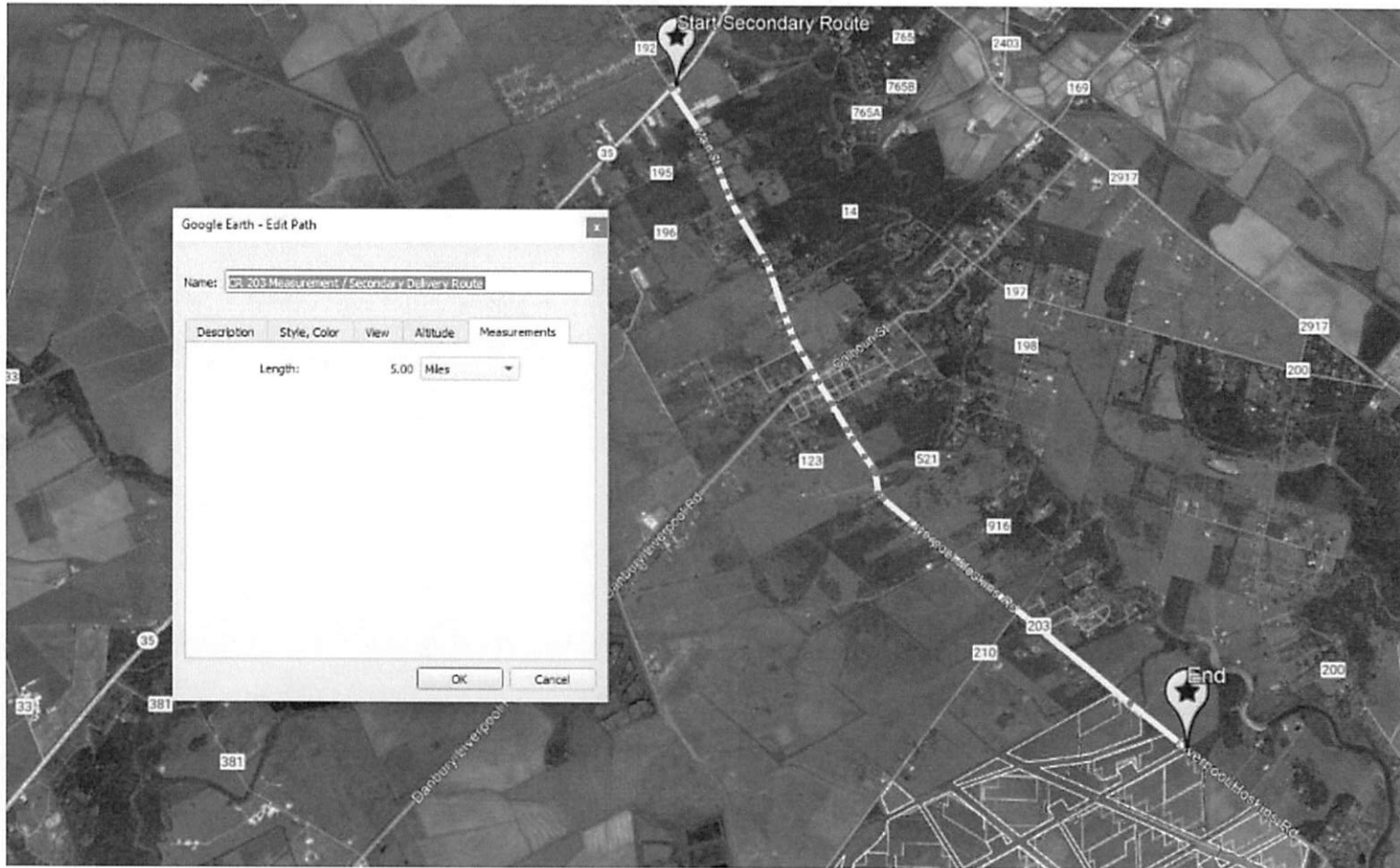
Distance traveled on
County Roads:

CR 210 = 11.0 mi.

CR 203 = 1.3 mi.

Secondary Delivery Route

From the intersection of TX SH 35 & Brazoria County Rd. 203 head south for 5 miles.
Site entrance is on the right.



Secondary Route

Distance traveled on
County Roads:

CR 203 = 5.0 mi.