

DO NOT RECORD THIS EASEMENT
ONLY A MEMORANDUM OF THIS EASEMENT IS TO BE RECORDED

EASEMENT AND RIGHT OF WAY AGREEMENT

STATE OF TEXAS §
COUNTY OF LIBERTY § **KNOW ALL MEN BY THESE PRESENTS:**

This Easement and Right of Way Agreement (the "Agreement"), is by and between **ANNAN HIDEAWAY RANCH, LLC, A TEXAS LIMITED LIABILITY COMPANY**, whose address of 2474 Beacon Circle, League City, Texas 77573 (hereinafter referred to as "Grantor", whether one or more), and **Blackfin Pipeline, LLC**, a Delaware limited liability company, with a mailing address for all correspondence at 100 Congress Avenue, Suite 2200, Austin, Texas 78701, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND NO/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee a non-exclusive, free and unobstructed permanent easement and right of way in order to, among other rights described below, construct, operate and maintain one (1) pipeline (the "Pipeline") not to exceed 48 inches in nominal diameter, and above- or below- ground appurtenant facilities as described in this Agreement (subject to Paragraph 21), in, over, through, across, under, and along land owned by Grantor (the "Lands"), said easement route generally shown or described on Exhibit "A" for Tract No. BFP-TX-WLR-0191.010 attached hereto (the "Easement Area").

Grantor does also hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee non-exclusive temporary workspace and extra/additional temporary workspace, if any, the dimensions of which (including the maximum width) are depicted in Exhibit "A" for BFP-TX-WLR-0191.010 attached hereto (the "Temporary Easement Area"), in order to construct the Pipeline and any appurtenant facilities in, over, through, across, under, and along the Easement Area and to restore the property as required under this Agreement. The term of the Temporary Easement Area shall be for a period to extend eighteen (18) months from when Grantee commences excavation of the Easement Area for the Pipeline's trench and further provided, however, that the Temporary Easement Area's term may be extended for up to an additional six (6) months for any Force Majeure Event (the "Initial Construction Period") without separate written Temporary Easement. A "Force Majeure Event" shall be any event beyond the reasonable control of Grantee which delays the construction of the Pipeline, including, without limitation, weather, soil conditions, epidemics, a change in applicable law, government approvals, and availability of labor and materials. If Grantee needs additional time beyond the Initial Construction Period, then Grantor shall not unreasonably withhold such written consent to extend the Initial Construction Period in writing. However, if Grantee has completed its use of the Temporary Easement Area prior to the expiration of said Initial Construction Period, then the Temporary Easement Area shall immediately terminate. All rights, duties and/or obligations arising by or under this Agreement shall only apply to the Temporary Easement Area while same is in effect. While the Temporary Easement Area is non-exclusive, Grantor agrees that it may not utilize such area at the same time that Grantee is actively working within the Temporary Easement Area. No pipeline or permanent facility of any kind or character will be constructed by Grantee on the Temporary Easement Area.

It is further agreed as follows:

1. **USE:** The right to use the Easements shall belong to Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it, for the purposes of establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of (but not more than the maximum diameter allowed herein), relocating and changing the route of the Pipeline and appurtenant facilities within the Easement Area, abandon in place, and removing at will, in whole or in part, the Pipeline, and appurtenant facilities, for the transportation of natural gas and natural gas liquids, together with above- and below-ground appurtenances, equipment and facilities, including but not limited to valves, controls, cathodic protection devices, measuring and regulating facilities, communication lines, markers, signs, vent pipes, alternative current mitigation equipment, and other equipment (subject to Paragraph 21), as may be necessary or desirable for the operation of the Pipeline, in, over, through, across, under and along the Easement Area. Grantee may not grant a third party access to the Easements for a purpose that is unrelated to the purposes specifically stated in this Agreement.
2. **DEPTH:** Grantee shall bury the Pipeline to a minimum depth of thirty-six inches (36") below the surface of the ground and any then-existing drainage ditches, creeks and roads, except that at those locations where solid, impenetrable rock is encountered and Grantee cannot bury the Pipeline deeper, the Pipeline may be buried at a lesser depth of at least twenty-four inches (24"). Before Grantee buries the pipeline at a depth less than thirty-six inches (36"), it shall notify Grantor and provide proof of the solid, impenetrable rock that was encountered. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills to ensure proper lateral and subjacent support for and drainage for the Pipeline and appurtenant facilities related to this pipeline project. If Grantee open trenches areas of the Easement Area, Grantee will remove from the top approximately twelve inches (12") of topsoil (or the actual amount if less than twelve inches) from the Easement Area. In backfilling the pipeline trench and Easement area, Grantee will replace the topsoil to its original position relative to the subsoil, commonly referred to as the double-ditch method.
3. **CONSTRUCTION ACCESS:** Grantee shall have the right of ingress, egress, entry and access in, to, through, on, over, under, and across the Easements and where same intersect any public road or public right-of-way or other easement to which Grantee has the right to access and along any public roads, whether existing now or in the future, on the Lands, for any and all purposes necessary and/or incident to the exercise by Grantee of the rights granted to it by this Agreement. Grantee shall have no access to Grantor's private roads. Grantee shall promptly repair any damage to Grantor's roads caused by Grantee in the exercise of any rights granted hereby to a condition that existed prior to Grantee's use. Notwithstanding the foregoing, in case of bona fide emergency, Grantee may use other portions of the Lands if Grantee determines it necessary to address the emergency.
4. **POST-CONSTRUCTION ACCESS:** After construction has been completed and the Pipeline is placed into service, Grantee shall not access the Easement Area (except in the case of a bona fide emergency or unless such access is by foot) when weather

conditions (like rain) are such that access would cause material rutting, erosion, or damage to Grantor's Lands. For purposes of this Agreement, bona fide emergency includes Grantee's inability to operate the Pipeline at Grantee's desired capacity.

5. **CONSIDERATION:** The initial consideration paid by Grantee pursuant to this Agreement includes the market value of the Easements, both permanent and temporary, any and all damages to Grantor's remaining Lands, and reasonably anticipated damages caused to the surface of the Lands within the Easements during the Initial Construction Period, including, but not limited to, damages to growing crops and vegetation, income loss from disruption of existing agricultural production or existing leases of any kind, and damages to other facilities. Said initial consideration does not cover any surface damages which may accrue from time to time to Grantor's other Lands or the Easement Area by reason of the operation, maintenance, repair, inspection, replacement, or removal of the Pipeline. After the Initial Construction Period, Grantee shall pay any damages that may arise to growing crops, timber, fences and other improvements from the subsequent construction operations, maintenance and operation of the Pipeline, provided that Grantee shall not be responsible for paying damages for its removal of any trees or brush (other than growing crops) from the Permanent Easement as part of its routine operations to maintain the Permanent Easement free from obstructions. Except as otherwise provided in this Agreement, Grantee shall pay Grantor for any and all other such reasonable damages promptly as they may accrue. Grantor reserves the right to recover fully for future damages to crops and damages to the drainage and any disputation of the current drainage on Grantor's Lands.
6. **EARTHEN PLUGS:** During the Initial Construction Period and any subsequent altering, repairing, removing, or replacing of said Pipeline, Grantee agrees that it will leave earthen plugs in the ditch line as is reasonably sufficient to permit Grantor, Grantor's tenants and lessees, and livestock to maintain continuous access across the ditch to Grantor's remaining Lands at locations in reasonably close proximity to the working pens owned by Grantor.
7. **FENCES:** Grantee shall have the right, without paying additional damages to Grantor, to remove any fence or alter or remove any gate that now crosses or may cross the Easements during the Initial Construction Period or thereafter. Prior to cutting any fence, however, Grantee shall brace the existing fence to be cut adequately on both sides of the proposed cut by suitable H-braces to prevent the remainder of the fence from sagging. Before the fence wire is cut, it is to be attached to the posts in a manner that there will be no slackening of or damage to the wire. Each such wire gap is to be reinforced so as to be strong enough to prevent livestock from passing through same. Upon completion of the Initial Construction Period, each wire gap will be removed and at Grantee's sole option replaced with (i) fencing of the same or better grade and condition as existed before Grantee cut and gapped same, or (ii) a permanent gate, which gate shall, to the extent reasonably practicable, be constructed out of similar or better grade materials as existing non-ornamental gates on the Lands. Each entry and exit gate shall be securely closed and locked at all times, except when Grantee or its authorized personnel are actually passing through same. Any damages caused by Grantee to Grantor's cattle guards on Grantor's Lands shall be promptly repaired by Grantee. As to any fence or gate repaired, replaced, or installed by Grantee pursuant to this Agreement at all times both during and after the Initial Construction Period,

Grantee shall match the height of the existing, immediately adjacent fencing on Grantor's Lands, including gate heights.

8. TREES: Grantee shall have the right to cut or clear from the Permanent Easement (the Temporary Easement Area only during the Initial Construction Period), all trees, shrubbery, undergrowth, and any other obstructions that may injure, endanger or interfere with the construction, operation, maintenance, inspection, repair or use of the Pipeline and/or Easement Area (and the Temporary Easement Area during the Initial Construction Period). Notwithstanding the foregoing, if crops are growing on the Easements, Grantee's rights to cut and clear the Easements shall be limited to initial construction and any subsequent required construction, operation, maintenance, inspection and repair.
9. GRANTOR'S USES: Grantor may use the Easements, and allow others to use the Easements, for any and all purposes not inconsistent with the purposes set forth in this Agreement. This includes but is not limited to the right to use the Easement Area and Temporary Easement Area for all residential, agricultural, recreational, and commercial purposes, the right to plant, grow and harvest crops, perform wildlife management activities, landscape, graze animals, use as an open space, use as a walking path, and the right to construct walking paths, unpaved roads or other uses that would benefit a residential subdivision, commercial development or public use that are not inconsistent with the purposes set forth in this Agreement including the conditions of this paragraph, and provided that said operations do not disturb the Permanent Easement Area to a subsurface depth below sixteen-inches (16") from the ground surface.

Grantor may not use any part of the Easements if such use may damage, destroy, injure, and/or interfere with Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee. Grantor is not permitted to conduct any of the following activities on the Easements: (1) construct any temporary or permanent building or vertical improvements; (2) drill or operate any well on the Easements but a well can be directionally drilled under the Easements subject to the terms of Paragraph 12 (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping.

Grantor further agrees that no above- or below-ground obstruction that may interfere with the purposes for which this Agreement is being acquired may be placed, erected, installed or permitted upon the Easement Area without the prior written permission of Grantee, said permission not to be unreasonably conditioned, withheld, or delayed. Grantor, Grantor's heirs, successors and assigns shall have the right, after at least sixty (60) days' prior written notice to Grantee and review and approval by Grantee thereof (said approval shall not be unreasonably conditioned, withheld, or delayed), to construct, reconstruct or maintain streets, sidewalks, roads or drives, curbs, commercial driveways, internal circulation roads and passageways, berms, walls, bridges, culverts, flood control or protection barriers, parking lots, road ditches, drainage ditches, pipelines, water lines, sewer lines, gas lines, above and below ground electric lines, cable TV lines, telephone lines, fiber optic lines, utilities, or other structure that would benefit a residential subdivision, commercial development or public use that are not inconsistent with the purposes set forth in this Agreement, at any angle of not less than forty-five (45) degrees to Grantee's Pipeline, over and across the Easement Area, provided that there is a twenty-four (24") inches of separation

between the above-named structures and Grantee's pipeline. Grantee shall provide substantive feedback within thirty (30) days of receipt of Grantor's submission of crossing plans.

- a) In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee. Additionally, Grantee shall have the immediate right to correct or eliminate such violation at the sole risk and expense of Grantor. Grantor further agrees that it will not hereafter interfere in any manner with the purposes for which the Easements are conveyed, and that Grantee shall have the right to remove any improvement, facility or structure that interferes with the purposes for which this Agreement is granted and which is installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, without liability to Grantor for damages. Grantor agrees that before performing any excavation work within the Easement Area, it will satisfy all Texas one-call requirements.

10. **RIGHT TO MOW:** Except for crops growing on the Easements, Grantee, has the right, without paying any damages to Grantor, to mow and/or trim or cut down or eliminate any trees or shrubbery from the Easements (the Temporary Easement Area only while in effect) and, thereafter, from time to time, without paying any damages to Grantor, on the Easements (the Temporary Easement Area only while in effect), to prevent, in Grantee's sole judgment, possible interference with the operation and maintenance of the Pipeline and/or to remove possible hazard thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements (the Temporary Easement Area only while in effect) which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, or convenient operation and maintenance of the Pipeline and appurtenant facilities. All trees and brush removed during construction and other debris generated during construction shall be burned and/or chipped and spread on the Easements or removed to a disposal site. The method of disposal shall be selected by Grantee. Grantee shall not use herbicides, pesticides, or similar chemicals. Grantee expressly obligates itself to keep and maintain the Lands in a good, and clean condition and to prevent excessive noises and noxious odors from arising from or in any manner connected with the operation or maintenance of its facilities on the Lands.
11. **DEBRIS:** Grantee will maintain the Easements clean of all litter and trash during periods of construction, operation, maintenance, repair or removal of the Pipeline. Grantee shall not allow trash or other debris or any petroleum products to spill or accumulate on the Lands except in containers suitable for the purpose.
12. **MINERALS:** Grantor shall retain all the oil, gas, water and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of oil, gas, and other minerals on the Easements (the Temporary Easement Area only while in effect), but it will be permitted to extract the oil, gas, water and other minerals from and under the Easements by directional drilling and other means, provided the drill bit enters the Easements at a subsurface depth of twenty feet (20') or deeper and so long as such activities do not damage, destroy, injure, and/or interfere with Grantee's use of the Easements for the purposes for which the Easements are being

sought by Grantee. Grantee has no right to use, take, or acquire any oil, gas, water, or other minerals on Grantor's property. All rights and titles not specifically granted to Grantee herein are retained by Grantor and Grantor's successors, heirs, and assigns.

13. **APPLICABLE LAWS:** Grantee agrees to comply in all respects, at its sole cost, with all applicable federal, state and local laws, rules, and regulations which are applicable to Grantee's activities hereunder, including without limitation, the construction, use, operation, maintenance, repair and service of Grantee's Pipeline, associated equipment and appurtenances thereto.

14. **RESTORATION:** Grantee will restore the ground disturbed by Grantee's use of the Easement Area and Temporary Easement Area to as near its original condition as reasonably practicable and in accordance with reasonable commercial standards for surface restoration in the County, reseed areas disturbed by Grantee with a native grass seed blend, and maintain the Easements in a manner consistent with the purposes for which the Easements are acquired. The Easement shall be restored to the same grade as before work commenced as reasonably practicable, so as not to interfere with future drainage and so that there is no subsidence, uplift or erosion therein. All provisions in this paragraph apply to initial construction and to any post-initial construction work disturbing the grade. All of Grantee's construction debris shall be cleaned up and removed from the Lands upon completion of the Initial Construction Period. Prior to completion of the Initial Construction Period, Grantee shall either pick up and remove from the Easements or bury with the subsoil as the Pipeline trench is backfilled all rocks/stones greater than six inches (6") in diameter excavated or unearthed due to Grantee's operations on the Easements.
 - a) Grantee will have six (6) months after the completion of the installation of the Pipeline or until termination of the Initial Construction Period, whichever is earlier, to restore and reseed the Easements.
 - b) Upon completion of the Initial Construction Period, all construction or maintenance equipment, materials and other debris shall be cleaned up and removed from Grantor's Lands including the Easements.
 - c) Grantee shall install temporary erosion controls as required by applicable environmental regulations before any disturbance of the soil on the Lands subject to the Easements and maintain such controls throughout construction. Grantee shall restore to its original elevation and contour, including drainage contours of the Easements, as nearly as reasonably practicable, and shall cause re-vegetation work to be performed on, any ditch or stream banks damaged by the construction of the Pipeline.
 - d) If, at any time, the soil should settle, wash, or erode, causing a depression over Grantee's Pipeline, Grantee shall level such depression and smooth the surface to substantially the same level as existed before construction of the Pipeline, so as to restore and maintain the surface of Grantor's Lands and to protect Grantor's Lands against erosion.
 - e) The existing terraces on Grantor's Lands shall be restored, as reasonably practicable, to the same grade as before the initial installation of the

Pipeline, so as to not interfere with future drainage and so that there is no subsidence, uplift, or erosion.

15. **LIVESTOCK:** Grantee will take reasonable measures (including, but not requiring, consideration of temporary fencing) to prevent livestock from being injured by falling into an open ditch during the Initial Construction Period or any post-construction or inspections performed by Grantee of the Pipeline. Grantee will promptly, within thirty (30) days of a notice by Grantor, pay Grantor for any livestock that are injured or killed by falling into Grantee's open ditch, provided Grantor give Grantee notice of the same in writing accompanied by reasonable documentation supporting the same. If Grantee or any of Grantee's successors and assigns, and their respective representatives and contractors, (collectively herein referred to as "Grantee's Group") leave gates open on the Lands or fail to secure Grantor's fencing and Grantor's livestock leave Grantor's property due to Grantee or Grantee's Group's negligence, gross negligence, willful misconduct or strict liability, Grantee, its successors and its assignee will be liable for all reasonable and actual damages and shall defend with counsel of Grantee's choice, indemnify and hold harmless Grantor, and Grantor's heirs, executors, administrators, successors, assigns, transferees, lessees, contractors, subcontractors, trustees, relatives, partners, officers, directors, agents, employees, and related or affiliated entities (collectively herein referred to as "Indemnified Parties") from and against all liability, claims, suits, causes of action, costs, expenses (including reasonable attorneys' fees) damages, losses and causes of action for damages asserted by persons or entities unaffiliated with Grantor and/or the Indemnified Parties because of injury to persons (including death) and injury or damage to or loss of any property, vehicles, or improvements. Grantee will also reimburse Grantor for any reasonable cost that Grantor incurs while returning livestock back to Grantor's property due to Grantee leaving open a gate or failing to secure a fence.
16. **NOTICE:** Prior to the commencement of the construction, operational inspections, or maintenance contemplated by this Agreement, reasonable efforts will be made to provide at least 72-hour prior notice in writing, or by phone to the address or phone number below. However, in case of bona fide emergency, this requirement is waived and Grantee shall address the emergency and contact within a reasonable time period and notify Grantor of such emergency entry in writing to the address below.

Address: _____

Phone Number: (_____) _____

17. **NO DISORDERLY CONDUCT:** Grantee shall use the Easements solely for the purposes specified in this Agreement. There shall be no hunting or fishing on the Easements or any of Grantor's Lands by Grantee, its officers, agents, employees, contractors, invitees, guests or representatives at any time. Grantee shall not allow alcoholic beverages, liquor, firearms, fireworks, recreational drugs, illegal drugs to be brought on the Lands, or allow any illegal activities of any kind to occur at any time on any portion of Grantor's Lands. Grantee, its successors and assigns, may not use the Easements for any use other than a use stated in this Agreement, without the express written consent of Grantor. Grantee and any and all persons entering the Easements under this Agreement shall not engage in disorderly

conduct.

18. **NATURAL GAS USES ONLY:** Grantee shall not use the Easements for data or communication transmissions that are unrelated to the rights granted to Grantee in this Agreement, and that are not for a public utility, natural gas pipeline.
19. **STORAGE:** Grantee shall not store any equipment, pipes, other construction materials, or vehicles on the Easements during the construction of the Pipeline or any other future operations on the Easements that are not necessary for the actual work on the Lands.
20. **UTILITY LINES:** Grantee agrees to take all commercially reasonable efforts to avoid disconnecting the water or electrical service or disrupting Grantor's preexisting waterlines or electric lines on the Lands. Grantee agrees to repair any damage to Grantor's preexisting waterlines or electric lines on the Lands, and provide notice to Grantor as soon as reasonably practicable that the lines are disconnected or severed. If the water or electrical service is disconnected as a result of Grantee's activities, Grantee will restore the service as promptly as reasonably practicable from when Grantee is made aware of the disconnected service.
21. **NO SURFACE FACILITIES:** Grantee shall not construct or place any above ground surface facilities, pipelines, or appurtenances in the Easement Area or Temporary Easement Area except for pipeline markers and cathodic protection test leads, which shall be located as set forth herein. All pipeline markers or cathodic protection test leads shall be placed at the junction of the Easement Area and property fence lines (not cross fences or yard fences), property lines, pipeline crossings, at river or creek crossings, and road crossings. Grantee shall not be permitted to construct or install a compressor station, permanent lighting, or add any loud permanent appurtenances or equipment on the Easement Area or Temporary Easement Area.
22. **ASSIGNMENT:** The rights granted to Grantee in this Agreement may not be assigned, in whole or in part, without the express written consent of Grantor, which consent will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Grantee may assign the rights granted to Grantee in this Agreement, in whole or in part, without the consent of Grantor, to any (i) entity that, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control of, Grantee, (ii) entity to whom Grantee has assigned all or substantially all of its assets, (iii) bank, financing institution or other lender, or groups thereof, pursuant to the terms of any financing or security agreements or deeds of trust. Grantor acknowledges and agrees that the assignee shall succeed to the rights and obligations of Grantee to the extent conveyed in such assignment, and Grantee shall be relieved of obligations with respect to the assigned interest which accrue after the date of assignment. Grantee agrees that it will provide written notice to the owner of the Lands at the last known address of the person in whose name the property is listed on the most recent tax roll of the county in which the Lands are located. Grantee shall provide written notice of assignment by registered mail to Grantor, including a copy of the assignment instrument, name, address, telephone number, and contact information of the assignee. The Pipeline will be utilized by Grantee and its successors or assigns as a public utility, common carrier pipeline for the transportation, conveyance, distribution or delivery of natural gas or natural gas liquids.

23. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement and supersedes any and all prior oral understandings and/or agreements, if any, concerning the subject of this Agreement. Grantor confirms and agrees that Grantor has been made no promise or agreement by Grantee or any agent of Grantee (which is not expressed or referenced specifically within the Agreement) in executing this Agreement, that Grantor is not relying upon any statement or representation of Grantee or any agent of Grantee and that Grantor's execution of this Agreement is free and voluntary; this Agreement may not be modified or amended except on or after the date hereof by a writing signed by the party against whom said modification or amendment is to be enforced and no party shall be liable or bound to any other party in any manner except as specifically set forth herein.

24. LEASE: Grantor hereby identifies the following as people or entities having a lease, sublease, or other possessory interest in Grantor's property:

(if this paragraph is left blank, then Grantor represents there are no such persons or entities).

25. RELIANCE: GRANTOR HAS NOT RELIED UPON AND HEREBY EXPRESSLY DISCLAIMS RELIANCE UPON ANY STATEMENTS, REPRESENTATIONS, INFORMATION OR MATERIALS PROVIDED, SUPPLIED OR FURNISHED BY GRANTEE OR OTHERWISE MADE AVAILABLE BY GRANTEE IN THE PUBLIC DOMAIN OR OTHERWISE (OTHER THAN THOSE MADE IN THIS AGREEMENT).

26. AMENDMENT: In the event this Agreement is amended, Grantor grants unto Grantee the right to file of record an Amendment, signed and acknowledged by Grantee, describing or depicting the location of the Easements (the "Amendment") and to record same in the appropriate real property records. In the event of any conflict between this Agreement or the Amendment, the provisions of the Amendment shall control.

27. MEMORANDUM: This Agreement shall not be filed for record in the county wherein the property is located and Grantor and Grantee agree to file a memorandum of this Agreement making appropriate reference hereto. In the event of any conflict between recitations contained in such memorandum and those contained herein, the provisions of this Agreement shall control.

28. INSURANCE: Before commencing any work provided for herein, Grantee shall obtain and maintain at its sole cost and expense, the following insurance. Grantee shall submit certificates evidencing insurance complying with the types and amounts specified herein and Grantee shall maintain such insurance at all times during which Grantee shall be present on the Easement Area. All the applicable policies shall be endorsed, to the extent of the liabilities assumed herein, to waive any rights of subrogation against Grantor and/or the Indemnified Party(ies).

- a) Commercial General liability insurance shall provide for insured limits for bodily injury or death of no less than one million dollars (\$1,000,000) per occurrence and in the annual aggregate.
- b) Workers' compensation insurance shall be for the statutory limits.
- c) Commercial Automobile Liability insurance insuring non-owned and hired automobiles used in the performance of this Agreement with minimum limits of liability of one million dollars (\$1,000,000) per accident.
- d) Excess Umbrella Liability insurance in excess of the terms and limits of insurance specified in parts a and c above with a combined limit of five million dollars (\$5,000,000) per occurrence.
- e) As to all policies required herein except Workers' Compensation and to the extent allowed by law, Grantee's insurers shall include Grantor as an additional insured to the extent of Grantee's indemnity obligations in this Agreement.
- f) Grantee shall furnish to Grantor, before conducting any activities on the premises, certificates of insurance issued by insurance companies authorized to do business in the state of Texas. Timely renewal certificates will be provided to Grantor as the coverage renews.
- g) Grantee's insurance coverage shall in no way prevent or preclude Grantee from restoring any damage it causes to Grantor's property.
- h) Grantee's insurance policy shall not limit, cap, reduce, or prevent in any manner Grantee from fulfilling its indemnification requirements in Paragraph 29.

29. INDEMNIFICATION: Grantee, its successors and assigns, shall indemnify and hold harmless Grantor and/or the Indemnified Parties, from and against all third-party liability, claims, demands, liens, losses, suits, causes of action, costs and expenses of whatsoever nature (including but not limited to reasonable experts' fees and attorneys' fees, attorneys and experts to be selected by Grantor) to the extent caused by or arising out of, in whole or in part, of the conduct, acts, operations, or omissions on the Easements by Grantee or Grantee's Group including for third-party claims against Grantor and/or any Indemnified Party for negligence or contributory negligence related directly or indirectly to the operations, construction, and/or use of the Easements or Pipeline by Grantee or Grantee's Group and any expenses, costs, reasonable attorneys' fees, or damages suffered by Grantor and/or any Indemnified Party, except to the extent such losses are caused by the contributory negligence, sole negligence, gross negligence or willful misconduct of Grantor and/or any Indemnified Party. Neither Grantee nor Grantee's Group is an agent or employee of Grantor, and Grantor shall have no responsibility to inspect or oversee the operations of Grantee or Grantee's Group nor to indemnify or correct any potentially harmful, dangerous, or damaging conditions.

- a) Grantee shall indemnify and hold Grantor and/or the Indemnified

Party(ies) harmless from and against any and all fines and/or penalties which are imposed as a result of any failure to comply with the requirements of all applicable valid laws, rules, or regulations of governmental bodies having jurisdiction over the activities conducted by, or at the direction of, Grantee or Grantee's Group.

- b) In the event a claim arises that could potentially be covered by the indemnity obligations in this Agreement, Grantee agrees that it will pay the reasonable and necessary attorneys' fees of Grantor and/or the Indemnified Party(ies) incurred prior to notice to Grantee of the triggering of the indemnity obligations. Thereafter, Grantee shall select the counsel in satisfaction of the duty to defend under the terms of this Agreement.
- c) If any indemnity provision of this Agreement or the application thereof shall to any extent be rendered invalid or unenforceable, then the remainder of Grantee's indemnity obligations under this Agreement shall not be affected.

30. HAZARDOUS MATERIALS: Grantee shall not use, dispose of or release on or under the Easements or Grantor's Lands adjacent thereto, or permit to exist or be used, disposed of or released any substances (other than those Grantee has been licensed or permitted by applicable public authorities to use in this Agreement) which are defined as "hazardous materials," "toxic substances," or "solid waste" in federal, state, or local laws, statutes, or ordinances. Should any hazardous material, toxic substance, contaminated waste, solid waste, spills or leaks from the Pipeline be released, Grantee shall notify Grantor as soon as reasonably practicable after notifying the applicable governmental body of such event. While reserving its right to seek contribution, Grantee shall be responsible for and timely pay all costs of cleanup, remediation, and other costs related to and arising from the event, including but not limited to penalties, reasonable attorneys' fees, and expert fees associated with assessing damage to Grantor's property. Grantee shall be responsible for, and shall comply with all applicable laws and regulations as to any required permitting, licenses, and fees, related thereto concerning, relating to or arising from Grantee's use of the Easements and Pipeline. In addition to Grantee following all applicable laws regarding cleanup and restoration, Grantee is required to restore Grantor's property and surface of the land to as near its original condition as is reasonably practicable.

31. AS-IS CLAUSE: Grantee and Grantee's Group accept the Lands in an "as is" condition, acknowledge that they and each of them recognize that the land and area into which they are entering may contain unevenness, holes, and conditions both open and apparent and concealed in and about the area, which may be dangerous to persons in the area, and they accept said Lands in that condition.

32. AS-BUILT SURVEYS: After the completion of initial construction, if there are material changes to the Pipeline alignment which result in the Pipeline being installed in a manner substantially different than what is depicted on Exhibit "A", then Grantee shall notify Grantor of such change. Upon Grantor's written request, Grantee shall provide a digital survey file depicting the as-built location of the Pipeline within one hundred eighty (180) days after receipt of request.

33. ABANDONMENT: If at any time after five (5) years from this Agreement, Grantee

should cease to use the Pipeline for a continuous period of thirty-six (36) months, excluding periods of force majeure being any event the consequences of which are beyond the reasonable control of Grantee in the exercise of due diligence, this Agreement shall terminate. Grantee is required to either abandon the Pipeline in place or remove its Pipeline, valves, equipment, appurtenances, and all other property of Grantee's within two (2) years of a final determination of termination of this Agreement. Grantee will restore, level, and re-grade the ground disturbed by Grantee's use of the Easements to as near the original condition as reasonably practicable and cause re-vegetation work to be performed on any ditch or stream banks damaged by Grantee. If applicable, Grantee shall ensure that the Pipeline and all other property of Grantee is removed in an environmentally safe manner in accordance with applicable laws, rules and regulations, including all Environmental Protection Agency policies and Texas Commission on Environmental Quality rules and regulations.

34. **GRANTEE VIOLATIONS:** In the event Grantor believes that Grantee has failed to perform any material obligation herein provided, Grantor shall notify Grantee in writing of the facts relied upon as constituting the material violation, and Grantee shall have 60 days after receipt of such notice in which to respond. Grantee shall either (i) cure the material violation within such 60-day period and provide details as to the timing, manner, and method by which the violation will be cured or (ii) contest that a material violation exists. If the material violation is uncontested and cannot be cured within such 60-day period, then Grantee shall be required to commence such cure within a reasonable time and continue same with reasonable diligence thereafter.
35. **TITLE:** Grantor represents that Grantor owns fee simple title to the Easements at the time this Agreement is executed. This grant is subject to any and all encumbrances and easements of record, to the extent the same are valid and enforceable. In addition, this conveyance is made by Grantor and accepted by Grantee subject to the following:
- a) visible and apparent easements not appearing of record;
 - b) any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show; and
 - c) easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Liberty County, Texas that affect the property, but only to the extent that said items are still valid and in force and effect at this time.
36. **JOINT EFFORT:** This document was prepared as the joint effort of the Grantor and Grantee and there shall be no presumption in favor of either of them in the event this document is ever construed in a court. Any disputes between the parties concerning this Agreement shall be resolved by the local district court or county court at law of Liberty County, Texas, or the appropriate federal court.
37. **HEADINGS:** The headings of sections or paragraphs in this Agreement are for convenience only, and shall not be considered a part of this Agreement or

considered in the interpretation or construction of any provision of this Agreement.

38. COUNTERPARTS: This Agreement may be executed in several counterparts, and original signatures may be compiled into the same instrument to avoid unnecessary duplication and be binding upon the parties who executed any counterpart, regardless of whether it is executed by all parties named herein.
39. CONDEMNATION THREAT: This Agreement was made under the threat of condemnation and is granted in lieu of and under the imminence of condemnation as provided in the Internal Revenue Code, and Grantee represents that it has the power and authority to condemn this Easement as a Texas gas utility, under the authority of the Texas Utilities Code and the Texas Property Code.

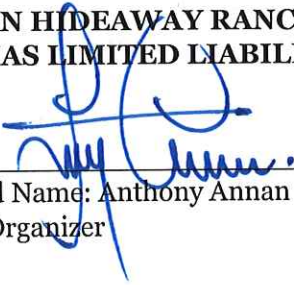
TO HAVE AND TO HOLD the rights, privileges and authority hereby granted unto Grantee, its successors and assigns, forever, and Grantor does hereby agree to warrant and defend said Easements unto Grantee, its successors and assigns, by, through, and under Grantor but not otherwise. This Agreement and all of its terms, provisions and obligations shall be covenants running with the land affected thereby and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective heirs, executors, administrators, successors and assigns.

EXECUTED and effective as of the 2nd day of August, 2024.

[The remainder of this page is intentionally left blank.]

GRANTOR:

**ANNAN HIDEAWAY RANCH, LLC,
A TEXAS LIMITED LIABILITY COMPANY**

By: 
Printed Name: Anthony Annan
Title: Organizer

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared Anthony Annan, Organizer of **ANNAN HIDEAWAY RANCH, LLC**, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2 day of August 2024.




Notary Public, State of Texas

Leticia Taylor
(Print Name of Notary Public Here)

GRANTEE:

BLACKFIN PIPELINE, LLC

By: _____

Print Name: Glenn Kellison

Title: Sr. Vice President of Engineering

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF _____ §

This record was acknowledged before me on _____, 2024, by Glenn Kellison, Sr. Vice President of Engineering of **BLACKFIN PIPELINE, LLC**, a Delaware limited liability company, on behalf of the company.

Signature of Notary Public

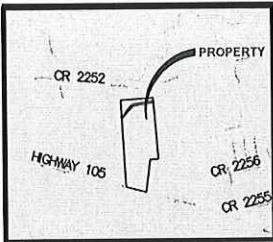
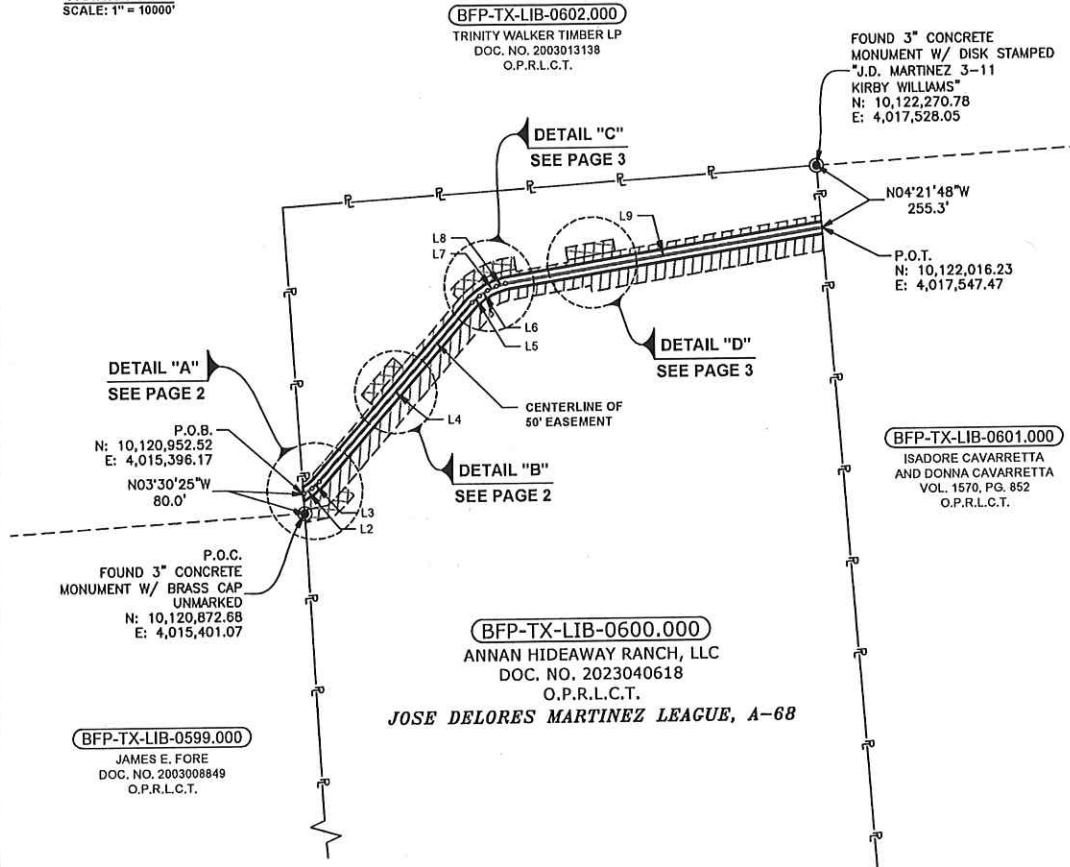


EXHIBIT "A"
EASEMENT CENTERLINE LENGTH
 2533.95 FEET = 153.57 RODS
 PERMANENT EASEMENT = 2.91 ACRES
 TEMPORARY WORKSPACE = 5.09 ACRES
 ADDITIONAL TEMPORARY WORKSPACE = 1.04 ACRES



VICINITY MAP
 SCALE: 1" = 10000'



LINE TABLE		
NUMBER	BEARING	LENGTH
L1	N 63°53'16" E	2.29'
L2	N 56°23'23" E	40.00'
L3	N 48°53'29" E	40.00'
L4	N 41°23'35" E	964.93'
L5	N 49°15'33" E	40.00'
L6	N 57°07'31" E	40.00'
L7	N 64°59'30" E	40.00'
L8	N 72°51'28" E	40.00'
L9	N 80°43'26" E	1326.73'



FOR THE EXCLUSIVE USE OF
 BLACKFIN PIPELINE
 I, GARY GREER, DO HEREBY CERTIFY THAT
 THIS SURVEY WAS MADE ON THE GROUND, THAT THIS
 RECORD OF SURVEY CORRECTLY REPRESENTS
 THE FACTS FOUND AT THE TIME OF THE SURVEY.

Gary Greer 1/19/2024
 GARY GREER
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS REGISTRATION NO. 4948
 FIRM REGISTRATION NO. 10193874

NOTES:

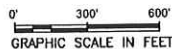
- ALL BEARINGS AND DISTANCES HEREIN BEING GRID, BASED UPON THE NORTH AMERICAN DATUM OF 1983 (NAD83), TEXAS COORDINATE SYSTEM, CENTRAL ZONE (TX_C 4203) USING THE UNITED STATES SURVEY FOOT.
- FOR REFERENCE AND FURTHER INFORMATION, SEE ATTACHED LEGAL DESCRIPTION MADE IN CONJUNCTION WITH THIS PLAT, PREPARED BY ENSITE USA, OF SAME DATE.

O.P.R.L.C.T. OFFICIAL PUBLIC RECORDS LIBERTY COUNTY, TEXAS
 D.R.L.C.T. DEED RECORDS LIBERTY COUNTY, TEXAS

VOL., PG. VOLUME, PAGE
 DOC. NO. DOCUMENT NUMBER
 PERMANENT EASEMENT (P.E.)
 TEMPORARY WORKSPACE (T.W.S.)
 ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)

LEGEND

POINT OF BEGINNING P.O.B. CENTERLINE
 POINT OF COMMENCEMENT P.O.C. PROPERTY LINE
 POINT OF TERMINATION P.O.T. SURVEY LINE
 POINT OF REFERENCE P.O.R. ADJOINER PROPERTY
 POINT OF EXIT P.O.E. EXISTING PIPELINE
 POINT OF RE-ENTRY P.O.R.E. FLY TIE
 RIGHT OF WAY R.O.W. IRON ROD IR
 FOUND MONUMENT IRON PIPE IP
 POINT OF INTERSECTION



EnSite USA
 3100 S. GESSNER, SUITE 400
 HOUSTON, TX 77063
 TEL: (713) 456-7880
 www.ensiteusa.com

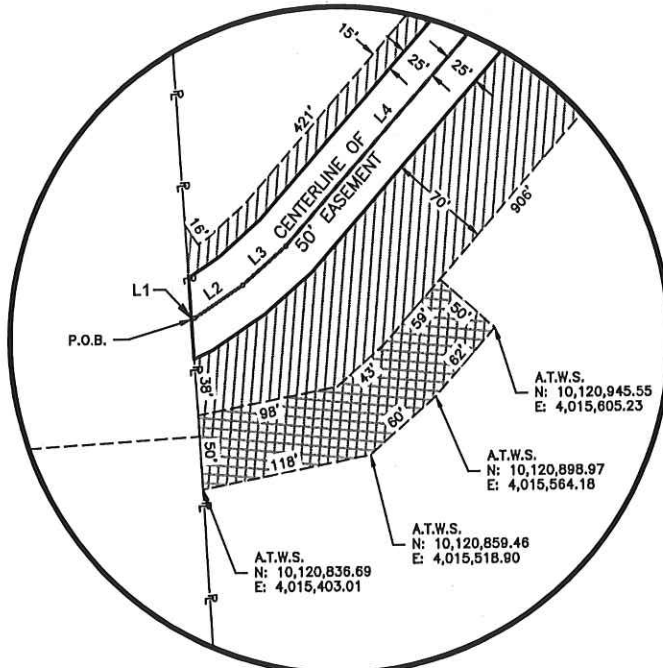
BLACKFIN
 PIPELINE

PROJECT: BLACKFIN PIPELINE
 DWN. BY: EUSA DATE: 11/10/2023
 CHK. BY: SM DATE: 11/10/2023
 PAGE: 1 of 5 REV: 1

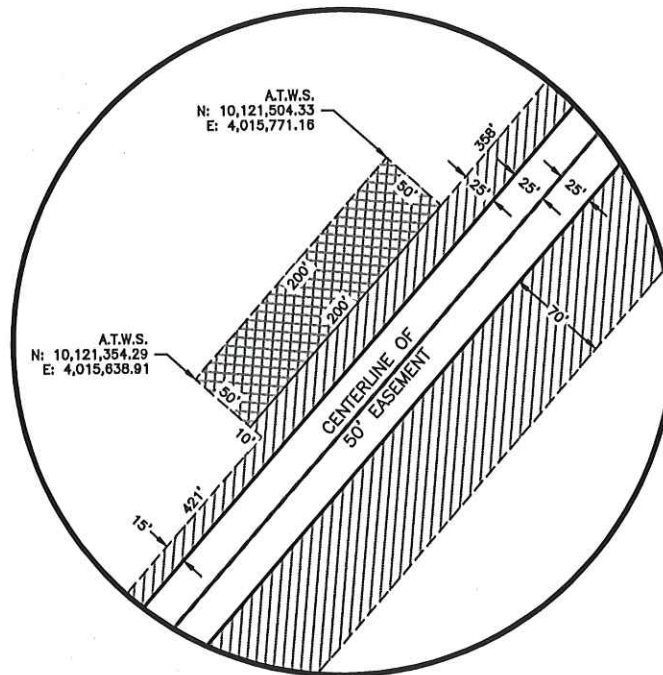
BFP-TX-LIB-0600.000
50' WIDE PERMANENT EASEMENT
ANNAN HIDEAWAY RANCH, LLC.
LIBERTY COUNTY, TEXAS

H:\7626-Whitewater-Blackfin\2000-Plats\FINAL_PLAT - Certified\BFP-TX-LIB-0600.000.dwg

EXHIBIT "A"



DETAIL "A"
NOT TO SCALE



DETAIL "B"
NOT TO SCALE

HA\7626-Whitewater\Blackfin\2000-Plans\FINAL PLAT - Certified\BFP-TX-LIB-0600.000.dwg

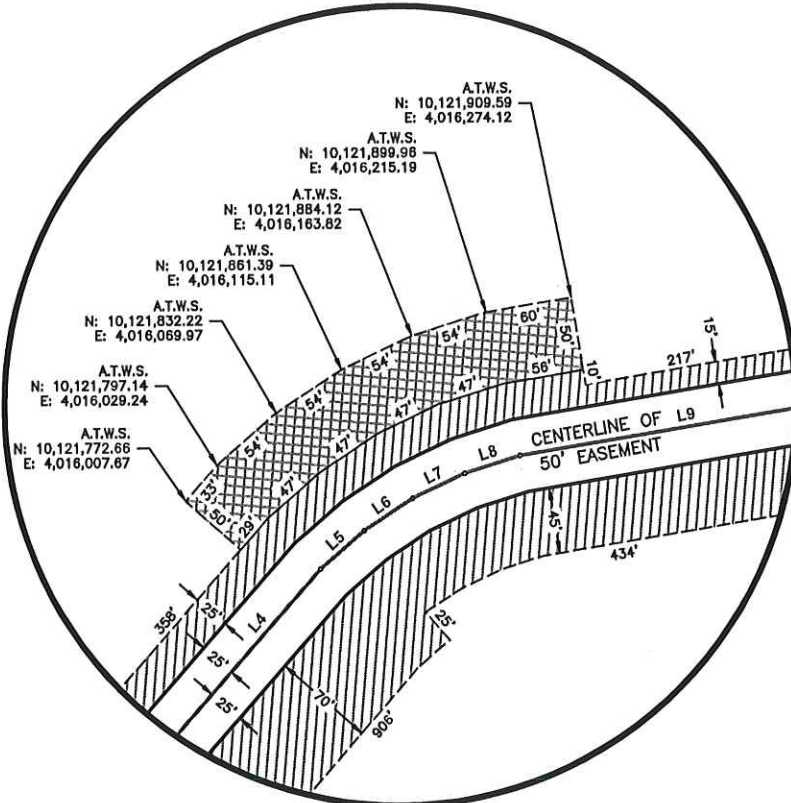
O.P.R.L.C.T.	OFFICIAL PUBLIC RECORDS LIBERTY COUNTY, TEXAS
D.R.L.C.T.	DEED RECORDS LIBERTY COUNTY, TEXAS
VOL., PG.	VOLUME, PAGE
DOC. NO.	DOCUMENT NUMBER
	PERMANENT EASEMENT (P.E.)
	TEMPORARY WORKSPACE (T.W.S.)
	ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)

LEGEND

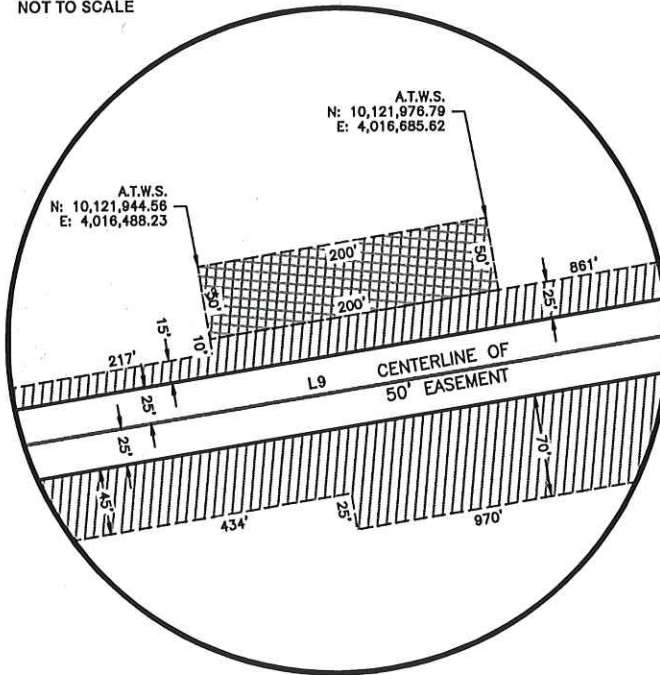
POINT OF BEGINNING	P.O.B.	CENTERLINE
POINT OF COMMENCEMENT	P.O.C.	PROPERTY LINE
POINT OF TERMINATION	P.O.T.	SURVEY LINE
POINT OF REFERENCE	P.O.R.	ADJOINER PROPERTY
POINT OF EXIT	P.O.E.	EXISTING PIPELINE
POINT OF RE-ENTRY	P.O.R.E.	FLY TIE
RIGHT OF WAY	R.O.W.	IRON ROD IR
FOUND MONUMENT	⊙	IRON PIPE IP
POINT OF INTERSECTION	⊗	

<p>3100 S. GESSNER, SUITE 400 HOUSTON, TX 77063 TEL: (713) 456-7880 www.ensiteusa.com</p>		PROJECT: BLACKFIN PIPELINE DWG. BY: EUSA DATE: 11/10/2023 CHK. BY: SM DATE: 11/10/2023 PAGE: 2 of 5 REV: 1	BFP-TX-LIB-0600.000 50' WIDE PERMANENT EASEMENT ANNAN HIDEAWAY RANCH, LLC. LIBERTY COUNTY, TEXAS
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EXHIBIT "A"



DETAIL "C"
NOT TO SCALE



DETAIL "D"
NOT TO SCALE

H:\7626-Whitewater Blackfin\2000-Picots\FINAL PLAT - Certified\BFP-TX-LIB-0600.000.dwg

O.P.R.L.C.T. OFFICIAL PUBLIC RECORDS LIBERTY COUNTY, TEXAS
D.R.L.C.T. DEED RECORDS LIBERTY COUNTY, TEXAS

VOL., PG. VOLUME, PAGE
DOC. NO. DOCUMENT NUMBER

PERMANENT EASEMENT (P.E.)
TEMPORARY WORKSPACE (T.W.S.)
ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)

LEGEND

POINT OF BEGINNING	P.O.B.	CENTERLINE
POINT OF COMMENCEMENT	P.O.C.	PROPERTY LINE
POINT OF TERMINATION	P.O.T.	SURVEY LINE
POINT OF REFERENCE	P.O.R.	ADJOINER PROPERTY
POINT OF EXIT	P.O.E.	EXISTING PIPELINE
POINT OF RE-ENTRY	P.O.R.E.	FLY TIE
RIGHT OF WAY	R.O.W.	IRON ROD
FOUND MONUMENT	©	IRON PIPE
POINT OF INTERSECTION	⊙	

EnSite USA
3100 S. GESSNER, SUITE 400
HOUSTON, TX 77063
TEL: (713) 458-7880
www.ensiteusa.com

BLACKFIN
PIPELINE

PROJECT: BLACKFIN PIPELINE
DRAWN BY: EUSA DATE: 11/10/2023
CHK BY: SM DATE: 11/10/2023
PAGE: 3 OF 5 REV: 1

BFP-TX-LIB-0600.000
50' WIDE PERMANENT EASEMENT
ANNAN HIDEAWAY RANCH, LLC,
LIBERTY COUNTY, TEXAS

BLACKFIN PIPELINE
ENSITEUSA PROJECT NO. 7626
TRACT NO. BFP-TX-LIB-0600.000
REVISION 1
ANNAN HIDEAWAY RANCH, LLC
LIBERTY COUNTY, TEXAS

DESCRIPTION OF
A FIFTY (50) FOOT WIDE PERMANENT EASEMENT
UPON THE PROPERTY OF
ANNAN HIDEAWAY RANC, LLC

CENTERLINE DESCRIPTION OF A FIFTY (50) FOOT WIDE PERMANENT EASEMENT AND RIGHT OF WAY SITUATED IN THE JOSE DELORES MARTINEZ LEAGUE, ABSTRACT 68, LIBERTY COUNTY, TEXAS, UPON, OVER AND ACROSS A PORTION OF A TRACT OF LAND IN THE NAME OF ANNAN HIDEAWAY RANCH, LLC AS DESCRIBED IN DOCUMENT NO. 2023040618, OF THE OFFICIAL PUBLIC RECORDS OF LIBERTY COUNTY, TEXAS (O.P.R.L.C.T.), REFERRED TO HEREIN AFTER AS "THE ABOVE REFERENCED TRACT OF LAND", SAID FIFTY (50) FOOT WIDE PERMANENT EASEMENT BEING SITUATED TWENTY FIVE (25) FEET ON EACH SIDE OF THE HEREIN DESCRIBED CENTERLINE, WITH THE SIDELINES OF SAID PERMANENT EASEMENT BEING LENGTHENED OR SHORTENED TO INTERSECT THE BOUNDARIES OF THE ABOVE REFERENCED TRACT OF LAND, SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; WITH ALL BEARINGS AND DISTANCES HEREIN BEING GRID, BASED UPON THE NORTH AMERICAN DATUM OF 1983 (NAD 1983), TEXAS COORDINATE SYSTEM, CENTRAL ZONE (TX_C 4203) USING THE UNITED STATES SURVEY FOOT, THIS SURVEY PERFORMED AND CONDUCTED ON THE GROUND, UNDER MY PERSONAL DIRECTION AND SUPERVISION, USING A GLOBAL POSITIONING SYSTEM (GPS).

PERMANENT EASEMENT

COMMENCE at an unmarked 3-inch concrete monument with brass cap found having coordinates of N:10,120,872.68, E:4,015,401.07, based on the above referenced coordinate system, and being the northeast corner of the property in the name of James E. Fore as recorded in Document No. 2003008849 of the O.P.R.L.C.T.;

THENCE North 03°30'25" West for a distance of 80.0 feet to a point on the west line of the above referenced tract of land, said point being the **POINT OF BEGINNING** of the herein described permanent easement, same having coordinates of N:10,120,952.52, E:4,015,396.17.

THENCE along the centerline of the herein described permanent easement upon, over and across a portion of the above referenced tract of land in the following nine (9) courses and distances:

1. North 63°53'16" East for a distance of 2.29 feet to a point,
2. North 56°23'23" East for a distance of 40.00 feet to a point,
3. North 48°53'29" East for a distance of 40.00 feet to a point,
4. North 41°23'35" East for a distance of 964.93 feet to a point,
5. North 49°15'33" East for a distance of 40.00 feet to a point,
6. North 57°07'31" East for a distance of 40.00 feet to a point,
7. North 64°59'30" East for a distance of 40.00 feet to a point,
8. North 72°51'28" East for a distance of 40.00 feet to a point,
9. North 80°43'26" East for a distance of 1,326.73 feet to a point on the east line of the above referenced tract of land said point being the **POINT OF Termanation** of the herein described permanent easement, said point having coordinates of N:10,122,016.23, E:4,017,547.47, from which a 3-inch concrete monument with disk stamped "J.D. MARTINEZ 3-11 KIRBY WILLIAMS" found for the northeast corner of the above referenced tract of land, bears North 04°21'48" West for a distance of 255.3 feet, same having coordinates of N:10,122,270.78, E:4,017,528.05.

Herein described fifty (50) foot wide strip of land having a total length across the property of 2,533.95 feet, or 153.57 rods and containing 2.91 acres of land, more or less.

TEMPORARY WORKSPACE (T.W.S.)

A variable width strip of land being twenty five (25) foot wide, thirty eight (38) foot wide, seventy (70) foot wide, forty five (45) foot wide, fifteen foot (15) foot wide, as shown on attached plat containing 5.09 acres of land, more or less.

EXHIBIT "A"



BLACKFIN PIPELINE
ENSITEUSA PROJECT NO. 7626
TRACT NO. BFP-TX-LIB-0600.000
REVISION 1
ANNAN HIDEAWAY RANCH, LLC
LIBERTY COUNTY, TEXAS

ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)

A.T.W.S. containing 1.04 acres of land, more or less.

.For reference and further information, see attached plat made in conjunction with this legal description, as prepared by EnSiteUSA, of same date.

A handwritten signature in black ink, appearing to read 'Gary Greer'.

1/19/2024

Gary Greer
Registered Professional Land Surveyor
Texas Registration No. 4948, Expires 12/31/2024
EnSite USA, Inc.
3100 S. Gessner, Suite 400
Houston, Texas 77063
Firm Registration No. 10193874, Expires 12/31/2024
Ph. (713) 456-7880

