

TCEQ Interoffice Memorandum

TO: Office of the Chief Clerk
Texas Commission on Environmental Quality

THRU: Chris Kozlowski, Team Leader
Water Rights Permitting Team

FROM: Joshua Schauer, Project Manager
Water Rights Permitting Team

DATE: February 19, 2025

SUBJECT: Blackfin Pipeline, LLC
WRTP 14019
CN606266211, RN112002571
Application No. 14019 for a Temporary Water Use Permit
Texas Water Code § 11.138, Requiring Limited Mailed Notice
Village Creek, Neches River Basin
Hardin County

The application was received on July 2, 2024, and partial fees were received on July 9, 2024. Additional fees were received on January 29, 2025. The application was declared administratively complete and accepted for filing with the Office of the Chief Clerk on February 19, 2025. Mailed notice to downstream water right holders of record in the Neches River Basin is required pursuant to Title 30 Texas Administrative Code § 295.154.

All fees have been paid and the application is sufficient for filing.

Joshua Schauer

Joshua Schauer, Project Manager
Water Rights Permitting Team
Water Rights Permitting and Availability Section

OCC Mailed Notice Required ☒ **YES**

☐ **NO**

Brooke T. Paup, *Chairwoman*
Bobby Janecka, *Commissioner*
Catarina R. Gonzales, *Commissioner*
Kelly Keel, *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

February 19, 2025

Ms. Leslie Kelton
Blackfin Pipeline, LLC
100 Congress Avenue, Suite 2200
Austin, TX 78701-2747

VIA E-MAIL

RE: Blackfin Pipeline, LLC
WRTP 14019
CN606266211, RN112002571
Application No. 14019 for a Temporary Water Use Permit
Texas Water Code § 11.138, Requiring Limited Mailed Notice
Village Creek, Neches River Basin
Hardin County

Dear Ms. Kelton:

This acknowledges receipt of additional fees on January 29, 2025 (Receipt No. M552583, copy attached).

The application was declared administratively complete and filed with the Office of the Chief Clerk on February 19, 2025. Staff will continue processing the application for consideration by the Executive Director.

Please be advised that additional information may be requested during the technical review phase of the application process.

If you have any questions concerning the application, please contact me via email at Joshua.Schauer@tceq.texas.gov or by telephone at (512) 239-4641.

Sincerely,

A handwritten signature in cursive script that reads "Joshua Schauer".

Joshua Schauer, Project Manager
Water Rights Permitting Team
Water Rights Permitting and Availability Section

Attachment



29-JAN-25 03:32 PM

TCEQ - A/R RECEIPT REPORT BY ACCOUNT NUMBER

Fee Code	Account#	Account Name	Ref#1	Ref#2	Paid In By	Check Number	Card Auth.	CC Type	Tran Code	Slip Key	Document#	Tran Date	Tran Amount
						User Data	Rec Code						
WTR USE PERMITS	WUP	M552582	4428							BS00113904	29-JAN-25		- \$2.82
	WUP	ADJ123512	012925					N		D5802004			
	WATER USE PERMITS	LAW OFFICES OF JASON M JOHNSON PLLC						CK					
WUP	M552583	60141								BS00113904	29-JAN-25		- \$54.94
WUP	14019	012925						N		D5802004			
WATER USE PERMITS	SWCA INC	VHERNAND						CK		BS00113904	29-JAN-25		- \$54.94
WUP	M552584	60140								D5802004			
WUP	14018	012925						N					
WATER USE PERMITS	SWCA INC	VHERNAND						CK		BS00113904	29-JAN-25		- \$100.00
WUP	M552585	125								D5802004			
WUP	4216	012925						N					
WATER USE PERMITS	LECOMPT, CHRIS	VHERNAND						CK					

Total (Fee Code) : - \$212.70

Grand Total: - \$2,327.70

RECEIVED
JAN 31 2025
Water Availability Division

RECEIVED
JAN 31 2025
Water Availability Division

From: [Joshua Schauer](#)
To: [REDACTED]
Cc: [Chris Kozlowski](#); [Humberto Galvan](#)
Subject: Blackfin Pipeline; 14019
Date: Tuesday, January 21, 2025 9:41:00 AM
Attachments: [Blackfin Pipeline LLC 14019 RFI.pdf](#)

Ms. Kelton,

Additional fees are required before the referenced application can be declared administratively complete. Please review the attached letter and contact me with any questions.

Thanks,

*Joshua Schauer, Project Manager
Texas Commission on Environmental Quality
Water Rights Permitting Team
512.239.1371*

Brooke Paup, *Chairwoman*
Bobby Janecka, *Commissioner*
Catarina R. Gonzales, *Commissioner*
Kelly Keel, *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

January 21, 2025

Leslie Kelton
Blackfin Pipeline, LLC
100 Congress Avenue, Ste 2200
Austin, TX 78701

VIA E-MAIL

RE: Blackfin Pipeline, LLC
WRTP 14019
CN606266211, RN112002571
Application No. 14019 for a Temporary Water Use Permit
Texas Water Code § 11.138, Requiring Limited Mailed Notice
Village Creek, Neches River Basin
Hardin County

Dear Leslie Kelton:

This acknowledges receipt, on July 2, 2024, of the referenced application and partial fees in the amount of \$251.25 (Receipt No. FBE0039927, copy attached)

A temporary permit may only be issued if there is surplus water available for use on a short-term (temporary or ephemeral) basis in the source supply. During low flow conditions, which occur during a drought or periods of limited rainfall, all water in the basin will be required for existing senior water rights and there is no presumption of any surplus flows.

Before the application can be declared administratively complete remit fees in the amount of **\$54.94** as described below. Please make check payable to the Texas Commission on Environmental Quality or the TCEQ.

Filing Fee	\$ 250.00
Recording Fee	\$ 1.25
Use Fee (\$1.00 per acre-foot x 39.9 acre-feet)	\$ 39.90
Notice Fee (\$0.94 x 16 WR Holders)	\$ 15.04
TOTAL FEES	\$ 306.19
FEES RECEIVED	\$ 251.25
TOTAL FEES DUE	\$ 54.94

Please provide the requested fees by February 20, 2025 or the application may be returned pursuant to Title 30 Texas Administrative Code § 281.18.

If you have any questions concerning this matter, please contact me via e-mail at Joshua.Schauer@tceq.texas.gov or by telephone at (512) 239-1371.

Sincerely,

Joshua Schauer

Joshua Schauer, Project Manager
Water Rights Permitting Team
Water Rights Permitting and Availability Section

Attachment



Basis2 Receipt Report by Endorsement Number

JUL-31-24 09:34 AM

Acct. #: EMG

Account Name: TEMPORARY/EMERGENCY WTR USE PERMIT ISSUE

<u>Paid For</u>	<u>Endors. #</u>	<u>Ref #2</u>	<u>Paid In By</u>	<u>PayTyp</u>	<u>Chk #</u>	<u>Card#</u>	<u>Bank Slip</u>	<u>Tran.Date</u>	<u>Receipt Amnt.</u>
	FBE0039927		SWCA INC	CK	60092		BBE0012505	09-JUL-24	\$251.25



Basis2 Receipt Report by Endorsement Number

JUL-31-24 09:34 AM

Acct. #: EMG

Account Name: TEMPORARY/EMERGENCY WTR USE PERMIT ISSUE

<u>Paid For</u>	<u>Endors. #</u>	<u>Ref #2</u>	<u>Paid In By</u>	<u>PayTyp</u>	<u>Chk #</u>	<u>Card#</u>	<u>Bank Slip</u>	<u>Tran.Date</u>	<u>Receipt Amnt.</u>
	FBE0039927		SWCA INC	CK	60092		BBE0012505	09-JUL-24	\$251.25

June 28, 2024

RECEIVED

By Shawn at 5:11 pm, Jul 02, 2024

Kathryn Saucedo
Regional Director
TCEQ – Region 10
3870 Eastex Fwy.
Beaumont, TX 77703-1830
409-898-3838

**Re: Request for Temporary Water Use Permit, Up to 39.9 Acre-Feet
Blackfin Pipeline, L.L.C.
Blackfin Pipeline
Hardin County, Texas**

Dear Ms. Saucedo:

Blackfin Pipeline, LLC (Blackfin) requests permission to withdraw water from the Village Creek in Hardin County, Texas to hydrostatically test the Blackfin Pipeline. Specifically, Blackfin proposes to withdraw up to 39.9 acre-feet (13,000,000 gallons) of water between the east bank diversion (30.360053°, -94.251976°) and a west bank diversion (30.360019°, -94.252389°) to conduct hydrostatic testing of new steel, 48-inch-diameter pipe, for a period of less than three years. Subsequent to completion of hydrostatic testing, it is assumed that all diverted water will be returned to Village Creek at the same locations.

Enclosed are a Texas Commission on Environmental Quality (TCEQ) Temporary Water Use Permit Application Form (TCEQ-10202), maps of the proposed diversion locations, environmental measures, copies of easement agreements, and payment check for TCEQ review and approval.

The current project schedule, subject to change and pending TCEQ approval, estimates construction to begin September 1, 2024 and proposed to be complete by December 31, 2025. Water withdrawal will be conducted during construction and is proposed for a one-time use over a 30-60 day duration.

Should you have questions or require additional information/coordination please contact me at 720-556-2820 (email at leslie@wwm-llc.com). Following issuance of the permit, please e-mail me a copy of the permit.

Sincerely,



Leslie Kelton
Senior Project Manager
Blackfin Pipeline, LLC

Attachments: Attachment 1 – TCEQ Form 10202, Attachment 2 – Maps, Attachment 3 – Environmental Measures, Attachment 4 – Copy of Easement Agreements, Attachment 5 – Payment Check

ATTACHMENT 1
Form TCEQ-10202

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

P.O. Box 13087 MC-160, Austin, Texas 78711-3087
Telephone (512) 239-4600, FAX (512) 239-4770

APPLICATION FOR A TEMPORARY WATER USE PERMIT FOR MORE THAN 10 ACRE-FEET OF WATER, AND/OR FOR A DIVERSION PERIOD LONGER THAN ONE CALENDAR YEAR

This form is for an application for a temporary permit to divert water under Section 11.138, Texas Water Code. Any permit granted from this application may be suspended at any time by the applicable TCEQ Office if it is determined that surplus water is no longer available.

Notice: This form will not be processed until all delinquent fees and/or penalties owed to the TCEQ or the Office of the Attorney General on behalf of the TCEQ are paid in accordance with the Delinquent Fee and Penalty Protocol.

1. **Data on Applicant and Project:** Social Security or Federal ID No. _____
- A. Name: Blackfin Pipeline
- B. Mailing Address: 100 Congress Avenue, Suite 2200, Austin, Texas 78701
- C. Telephone Number: (720) 556-2820 Fax Number: _____ E-mail Address: _____
- D. Applicant owes fees or penalties? ☐ Yes ☒ No
If yes, provide the amount and the nature of the fee or penalty as well as any identifying number: _____
- E. Describe Use of Water the water will be used for hydrostatic testing
- F. Description of Project (TDH Project No. if applicable) installation of a new 48-inch diameter natural gas pipeline.
- G. Highway Designation No. _____ County Hardin
2. **Type of Diversion (check one):** ☒ From Stream ☐ From Reservoir
3. **Rate of Diversion:**
A. Maximum _____ 5,000 gpm
(capacity of pump)

4. **Amount and Source of Water:**

39.9 acre-feet of water within a period of three years (specify term period not to exceed a three year term). The water is to be obtained from Village Creek, tributary of N/A, tributary of N/A, tributary of N/A, Neches River Basin.

5. **Location of Diversion Point 1 (i.e., east bank/side diversion location):**

At Latitude 30.360053°N, Longitude -94.251976°W, ((at) or (near) the stream crossing of), (at a reservoir in the vicinity of) Highway 327 (R-O-W) (Highway), located in Zip Code 77656, located 3.72 miles in a southeast direction from Kountze (County Seat), Hardin County, and 4.43 miles in a northwest direction from Silsbee, a nearby town shown on County road map. Note: Distance in straight line miles.

Location of Diversion Point 2 (i.e., west bank/side diversion location):

At Latitude 30.360019°N, Longitude -94.252389°W, ((at) or (near) the stream crossing of), (at a reservoir in the vicinity of) Highway 327 (R-O-W) (Highway), located in Zip Code 77656, located 3.70 miles in a southeast direction from Kountze (County Seat), Hardin County, and 4.52 miles in a northwest direction from Silsbee, a nearby town shown on County road map. Note: Distance in straight line miles.

Enclose a USGS 7.5 minute topographic map with the diversion point and/or the return water discharge points labeled. Owner's written consent is required for water used from any private reservoir, or private access to diversion point.

6. **Access to Diversion Point (check one):** ☐ Public right-of-way ☒ Private property (A letter of permission from landowner is attached) ☐ Other (Explain) _____
7. **Fees Enclosed:**
- | | 10 ac-ft or less | greater than 10 ac-ft |
|--|------------------|-----------------------|
| Filing | \$ 100.00 | \$ 250.00 |
| Recording | \$ 1.25 | \$ 1.25 |
| Use (\$1.00 per ac-ft or fraction thereof) | \$ _____ | \$ _____ |
| (Note: 1 ac-ft = 325,851 gals. Total) | \$ _____ | \$ _____ |
| 1 ac-ft = 7758.35 bbls.) | | |

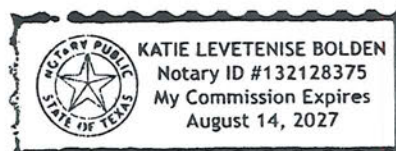
Upon completion of any project for which a temporary water permit is granted, the Permittee is required by law to report the amount of water used. This document must be properly signed and duly notarized before it can be accepted or considered by the Texas Commission on Environmental Quality.

Lislee Kilton
Name (sign)

Leslie Kilton
Name (print)

Subscribed and sworn to me as being true and correct before me this 28th day of June, 2024

[Signature]
Notary Public, State of Texas



Delaware

The First State

Page 1

*I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF
DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT
COPY OF THE CERTIFICATE OF FORMATION OF "BLACKFIN PIPELINE,
LLC", FILED IN THIS OFFICE ON THE TENTH DAY OF FEBRUARY, A.D.
2023, AT 12:03 O`CLOCK P.M.*



Jeffrey W. Bullock, Secretary of State

7213310 8100
SR# 20230463931

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 202688029
Date: 02-10-23

**CERTIFICATE OF FORMATION
OF
BLACKFIN PIPELINE, LLC**

February 10, 2023

This Certificate of Formation of Blackfin Pipeline, LLC (the "Company") is being executed by the undersigned for the purpose of forming a limited liability company under the Delaware Limited Liability Company Act, Del. Code, tit. 6, Section 18-101 *et seq.*, as amended from time to time (the "Act").

1. Name. The name of the limited liability company formed hereby is "Blackfin Pipeline, LLC".
2. Registered Office. The address of the registered office of the Company in the State of Delaware is c/o Cogency Global Inc., 850 New Burton Road, Suite 201, Dover, Delaware 19904.
3. Registered Agent. The name and address of the registered agent for service of process on the Company in the State of Delaware is Cogency Global Inc., 850 New Burton Road, Suite 201, Dover, Delaware 19904.

[Signature Page Follows]

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That **Blackfin Pipeline, LLC**, a Delaware limited liability company (“**Blackfin**”), whose address is 100 Congress Avenue, Suite 2200, Austin, Texas 78701, does hereby make, constitute and appoint for a term commencing on October 6, 2023 and expiring on April 30, 2025, unless earlier terminated by **Blackfin** or as provided by law, **Leslie Kelton**, its true and lawful attorney for it and in its name and on its behalf to execute, acknowledge and deliver any contract, agreement, assignment, lease, offer to lease, application, conveyance of real property or any other instrument similar to any of the preceding that such attorney-in-fact may deem necessary or proper, in each case, with respect to the acquisition of permits and real property rights on behalf of Blackfin. The said attorney-in-fact is empowered to execute, acknowledge and deliver any such instruments as fully as if special authority had been granted in each particular case by the undersigned.

Executed this 10th day of October 2023, but effective for all purposes as set forth above.

By: Glenn Kellison

Name: Glenn Kellison

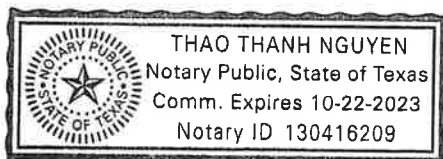
Title: Senior Vice President, Blackfin Pipeline, LLC

STATE OF TEXAS §

§

COUNTY OF TRAVIS §

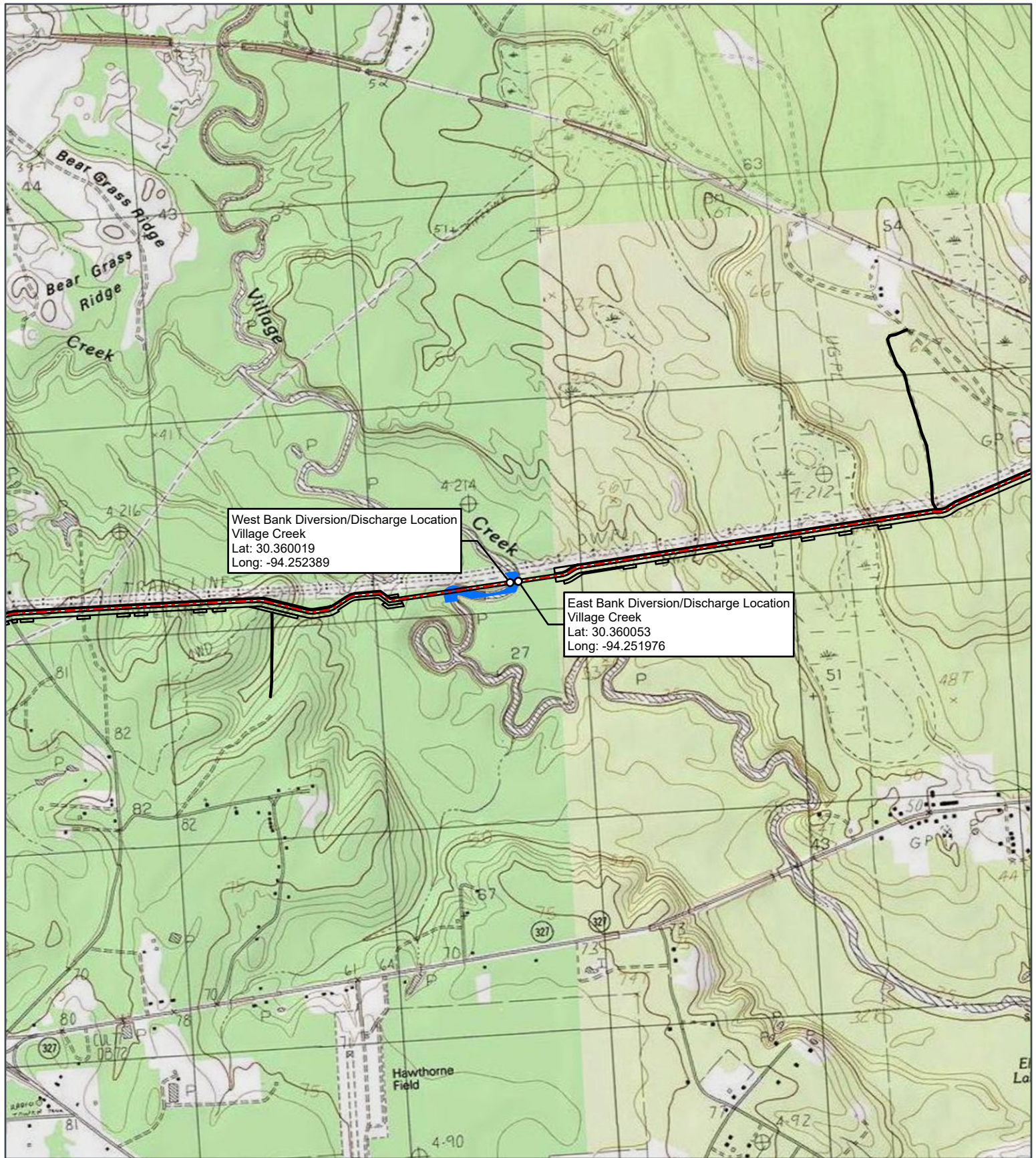
The foregoing instrument was acknowledged before me this 10th day of October, 2023, by Glenn Kellison as Senior Vice President of Blackfin Pipeline, LLC, a Delaware limited liability company, on behalf of said corporation.



Thao Nguyen
Notary Public in and for the State of Texas

ATTACHMENT 2

Maps



West Bank Diversion/Discharge Location
Village Creek
Lat: 30.360019
Long: -94.252389

East Bank Diversion/Discharge Location
Village Creek
Lat: 30.360053
Long: -94.251976

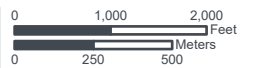
BLACKFIN PIPELINE PROJECT
USACE GALVESTON DISTRICT

Hydrotest Location Map

Village Creek

- Project Centerline
- Hydrotest Location
- Workspace
- Surveyed Waterbody

Hardin County, Texas
NAD 1983 StatePlane Texas
Central FIPS 4203 Feet
30.3601°N 94.252°W



1:24,000

Base Map: Esri ArcGIS Online,
accessed June 2024
Updated: 6/4/2024
Project No. 80282
Layout: BFP Hydrotest Mapbook
Aprx: 80282 Blackfin Pipeline NR

SWCA
ENVIRONMENTAL CONSULTANTS

ATTACHMENT 3

Environmental Measures

Impingement and Entrainment

Blackfin Pipeline, LLC (the Applicant) will take reasonable measures to avoid impingement and entrainment of aquatic organisms for each diversion structure including, but not limited to, screens.

ATTACHMENT 4

Copy of Easement Agreements

RETURN RECORDED ORIGINAL TO:

Blackfin Pipeline, LLC
14884 Highway 105 West
Montgomery, Texas 77356

Project: Blackfin
Tract No.: BFP-TX-HDN-0732.000
Hardin County, TX

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORDS IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

EASEMENT AND RIGHT OF WAY AGREEMENT

STATE OF TEXAS

§

COUNTY OF HARDIN

§

KNOW ALL MEN BY THESE PRESENTS:

§

This Easement and Right of Way Agreement (the "Agreement"), is by and between **PAMELA RENEE CLEAVER HODGE**, whose address is 2339 FRANCONIA ROAD, CARROLLTON, AL 35447 (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") up to forty-eight inches (48") in nominal diameter (excluding any protective coating or wrapping) and above and below-ground appurtenant facilities as described in this Agreement, in, over, through, across, under, and along land owned by Grantor (the "Lands"), said easement route shown by plat on **Exhibit "A"** attached hereto and incorporated herein for all purposes (the "Easement Area").

Grantor does also hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee non-exclusive temporary workspace and, as shown by plat on **Exhibit "A"** attached hereto (the "Temporary Easement Area"), in order to construct the Pipeline and any appurtenant facilities and non-exclusive temporary access on, over, through, across, under, and along the Easement Area and to restore the property as required under this Agreement (the Easement Area and Temporary Easement Area, are collectively hereafter referred to as the "Easements"). The term of the Temporary Easement Area shall be for a period to extend twenty-four (24) months from the date of construction commencement on the Lands, not including any delays or stoppages due to any event outside of Grantee's control. However, if Grantee has completed its use of the Temporary Easement Area prior to the expiration of said 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.

It is further agreed as follows:

1. Without limiting the foregoing, 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. Without limiting the foregoing, the right to use the Easement Area shall be for the purposes of establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, upgrading, adding, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of the Pipeline, and appurtenant facilities (as described herein), within the Easement Area, abandoning in place and removing at will, in whole or in part, the Pipeline, and appurtenant facilities (as described herein), for the transportation of gas, its constituents, derivatives and products, oil, its constituents, derivatives and products, liquefied minerals (including without limitation, condensate, whether obtained from oil or gas wells), and crude petroleum, gas liquids or other mineral solutions, 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, 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 rights granted in this Agreement.
2. Grantee shall bury the Pipeline within the Easement Area to a minimum depth of thirty-six inches (36") below the surface of the ground and any then-existing drainage ditches, creeks and roads. 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. In the event of any excavation within the Easements, including, but not limited to, installation and construction of the Pipeline or in the event of removal of the Pipeline herein, at least the top twelve-inches (12") of the topsoil (to the extent that much topsoil exists or the lesser amount of topsoil if less than twelve-inches (12") exists) will be removed and stored separately from the subsoil. As the pipeline trench is backfilled, the subsoil will be replaced over the pipe and pipe bedding and the separated topsoil will be placed on top of the subsoil. All of the backfill material will be compacted to restore the land, as much as reasonably practicable, to its original condition.
3. 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 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 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 emergency or obstruction, Grantee may use other portions of the Lands if Grantee determines it necessary to address the emergency or go around the obstruction.
4. The location of the Easements on the Lands, including their maximum widths, is shown by plat on **Exhibit "A"**.

5. The consideration paid by Grantee in this Agreement includes payment for the Easements, both permanent and temporary, any and all damages to Grantor's remaining property, if any, and reasonably anticipated damages caused to the Lands within the Easements during the initial construction and installation of the Pipeline and other appurtenances described herein, 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. The 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. Except as otherwise provided in this Agreement, Grantee shall pay Grantor for any and all other such reasonable damages promptly as they may accrue. Any such claims shall be submitted in writing and accompanied by reasonable documentation supporting the same.
6. Grantee shall have the right, without paying additional damages to Grantor as it is included in the initial consideration, to remove any fence or alter or remove any gate that now crosses or may cross the Easements during initial construction of the Pipeline 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 deter livestock from passing through same. Upon completion of initial construction operations, 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 than already used for existing non-ornamental gates on the Lands. Each entry and exit gate shall be securely closed and locked, except when Grantee or its authorized personnel are actually passing through same.
7. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. 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 site 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 9; (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 Easements without the prior written permission of Grantee. Grantor, Grantor's heirs, successors and assigns shall have the right, after at least forty-five (45) days prior written notice to Grantee and review and approval by Grantee thereof, to construct, reconstruct or maintain streets, sidewalks, roads or drives, road ditches, drainage ditches, pipelines, and utilities, at any angle of not less than forty-five (45) degrees to Grantee's Pipeline, over and across the Easement Area, provided that all of Grantee's required and applicable spacing and crossing guidelines, including, without limitation, depth separation limits and other protective requirements, are met by Grantor. 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 shall promptly reimburse Grantee for any expenses or costs related thereto. 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.

8. Notwithstanding the foregoing, 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 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.
9. Grantor shall retain all the oil, gas, 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, but it will be permitted to extract the oil, gas, 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.
10. 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.
11. Grantee will restore the ground disturbed by Grantee's use of the Easements and Grantor's remaining property, if any, to as near its original condition as reasonably practicable, and maintain the Easements in a manner consistent with the purposes for which the Easements are acquired. All of Grantee's construction debris shall be cleaned up and removed from the Lands at regular intervals during the term of the Temporary Easement Area and upon completion of installation and construction of the Pipeline, associated equipment and appurtenances thereto.
12. Grantee, its successors and assigns, may not use the Easements for any use other than a use stated in this Agreement, without express written consent of Grantor.
13. 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.

14. Grantee shall have the right to assign this Agreement, in whole or in part, in which event 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 shall provide written notice to Grantor to 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 Easements are located if Grantee assigns all or any portion of the rights herein granted to any other entity except for assignments to an affiliate or to a successor through merger, consolidation, or other sale or transfer of all or substantially all of its assets and business.
15. 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.
16. 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).

17. 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).
18. At Grantee's sole option, in lieu of filing this Agreement for record, Grantor and Grantee agree that a memorandum of this Agreement making appropriate reference hereto shall be filed for record in the county wherein the property is located. In the event of any conflict between recitations contained in such memorandum and those contained herein, the provisions of this Agreement shall control.

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. 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.

A handwritten signature in blue ink, appearing to read "Doreen C. [unclear]".

EXECUTED and effective as of the 1 day of MAY 2024 2024.

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

GRANTOR(S):

PAMELA RENEE CLEAVER HODGE

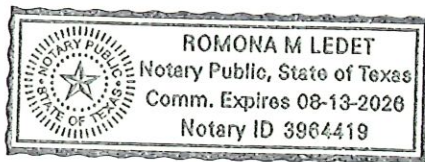
Pamela Renee Cleaver Hodge

ACKNOWLEDGMENT

STATE OF Texas §

COUNTY OF Jefferson §

This instrument was acknowledged before me on May 1, 2024, by PAMELA RENEE CLEAVER HODGE.



Romona M. LeDET
Signature of Notary Public

GRANTEE:

BLACKFIN PIPELINE, LLC

By: Leslie Kelton

Print Name: Leslie Kelton

Title: Senior Project Manager

ACKNOWLEDGMENT

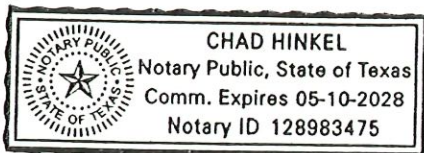
STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This record was acknowledged before me on April 15, 2024, by Leslie Kelton,
Senior Project Manager of **BLACKFIN PIPELINE, LLC**, a Delaware limited liability company,
on behalf of the company.

Chad Hinkel

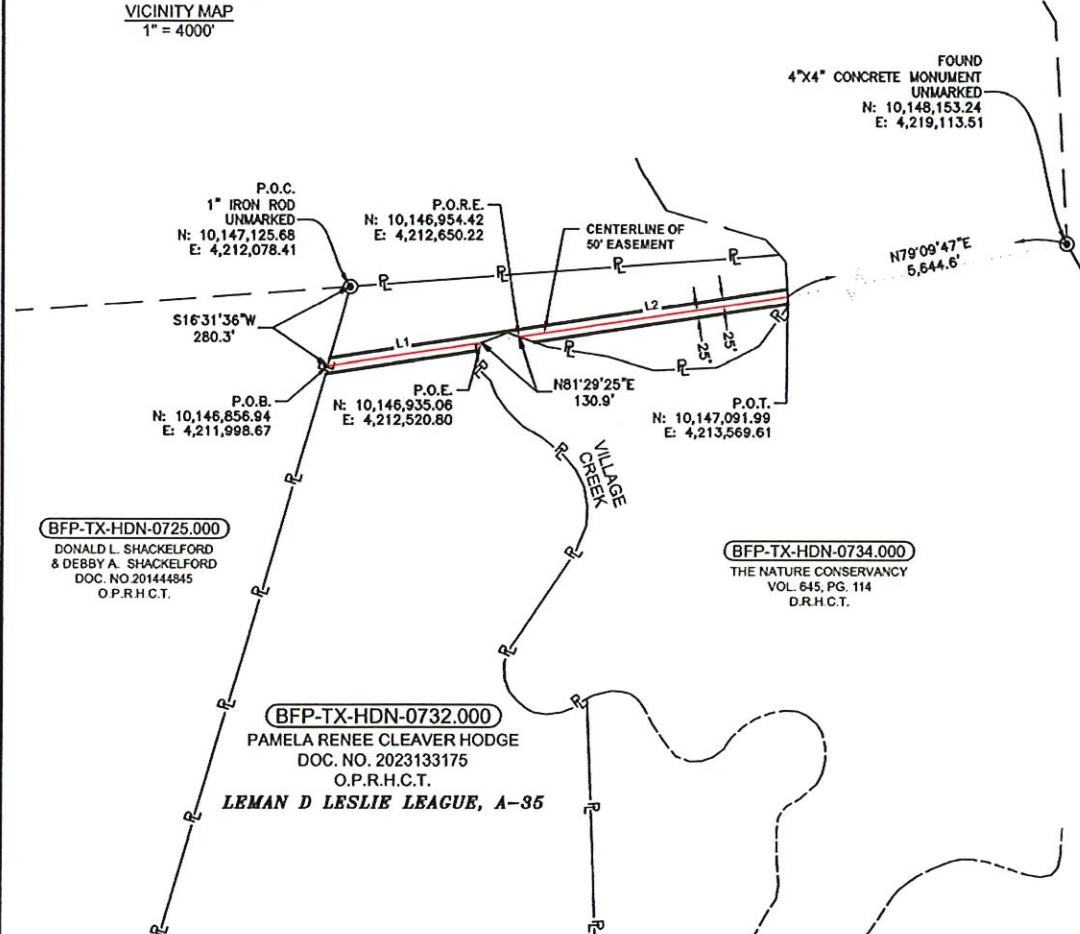
Signature of Notary Public





VICINITY MAP
1" = 4000'

EXHIBIT "A"
EASEMENT CENTERLINE LENGTH
1,457.58' FEET = 88.34 RODS
PERMANENT EASEMENT = 1.70 ACRES



BFP-TX-HDN-0725.000
DONALD L. SHACKELFORD
& DEBBY A. SHACKELFORD
DOC. NO. 201444845
O.P.R.H.C.T.

BFP-TX-HDN-0734.000
THE NATURE CONSERVANCY
VOL. 645, PG. 114
D.R.H.C.T.

BFP-TX-HDN-0732.000
PAMELA RENEE CLEAVER HODGE
DOC. NO. 2023133175
O.P.R.H.C.T.
LEMAN D LESLIE LEAGUE, A-36

LINE TABLE		
NUMBER	BEARING	LENGTH
L1	N 81°29'25" E	527.95'
L2	N 81°29'25" E	929.63'



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 1/16/2024

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.H.C.T. OFFICIAL PUBLIC RECORDS HARDIN COUNTY, TEXAS
O.P.R.P.H.C.T. OFFICIAL PUBLIC RECORDS OF REAL PROPERTY HARDIN COUNTY, TEXAS
D.R.H.C.T. DEED RECORDS HARDIN 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. ADJONER 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 FOUND MONUMENT IRON PIPE IP
POINT OF INTERSECTION

0' 250' 500'
GRAPHIC SCALE IN FEET

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

BLACKFIN
PIPELINE

PROJECT: BLACKFIN PIPELINE
DWL BY: EUSA DATE: 01/05/2024
CHK BY: SM DATE: 01/05/2024
PAGE: 1 OF 3 REV: 0

BFP-TX-HDN-0732.000
50' WIDE PERMANENT EASEMENT
PAMELA RENEE CLEAVER HODGE
HARDIN COUNTY, TEXAS

BLACKFIN PIPELINE
ENSITEUSA PROJECT NO. 7626
TRACT NO. BFP-TX-HDN-0732.000
REVISION 0
PAMELA RENEE CLEAVER HODGE
HARDIN COUNTY, TEXAS

DESCRIPTION OF
A FIFTY (50) FOOT WIDE PERMANENT EASEMENT
UPON THE PROPERTY OF
PAMELA RENEE CLEAVER HODGE

CENTERLINE DESCRIPTION OF A FIFTY (50) FOOT WIDE PERMANENT EASEMENT AND RIGHT OF WAY SITUATED IN THE LEMAN D. LESLIE LEAGUE, ABSTRACT 35, HARDIN COUNTY, TEXAS, UPON, OVER AND ACROSS A PORTION OF A TRACT OF LAND IN THE NAME OF PAMELA RENEE CLEAVER HODGE, AS DESCRIBED IN DOCUMENT NO. 2023133175 OF THE OFFICIAL PUBLIC RECORDS OF HARDIN COUNTY, TEXAS (O.P.R.H.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 1-inch iron rod found having coordinates of N:10,147,125.68, E:4,212,078.41, based on the above referenced coordinate system, and being the northwest corner of the above referenced tract of land;

THENCE South 16°31'36" West for a distance of 280.3 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:10,146,856.94, E:4,211,998.67.

THENCE North 81°29'25" East for a distance of 527.95 feet to a point on the east line of the above referenced tract of land, same being the center of Village Creek, said point being the **POINT OF EXIT** of the herein described permanent easement centerline, said point having coordinates of N:10,146,935.06, E:4,212,520.80;

THENCE North 81°29'25" East for a distance of 130.9 feet over and across the property in the name The Nature Conservancy as recorded in Volume 645, Page 114 of the Deed Records of Hardin County, Texas (D.R.H.C.T.) to a point on the southerly meander line of the above referenced tract of land, same being the center of Village Creek, said point being the **POINT OF RE-ENTRY** of the herein described permanent easement centerline, said point having coordinates of N:10,146,954.42, E:4,212,650.22;

THENCE North 81°29'25" East for a distance of 929.63 feet to a point on the east line of the above referenced tract of land, said point being the **POINT OF TERMINATION** of the herein described permanent easement centerline, said point having coordinates of N:10,147,091.99, E:4,213,569.61, from which an unmarked 4-inch by 4-inch concrete monument found for an angle point in the east line of the of the property in the name of The Nature Conservancy as recorded in Volume 645, Page 114 of the Deed Records of Hardin County, Texas (D.R.H.C.T.), bears North 79°09'47" East for a distance of 5,644.6 feet, same having coordinates of N:10,148,153.24, E:4,219,113.51.

Herein described fifty (50) foot wide strip of land having a total length across the property of 1,457.58 feet, or 88.34 rods and containing 1.70 acres of land, more or less.

EXHIBIT "A"



BLACKFIN PIPELINE
ENSITEUSA PROJECT NO. 7626
TRACT NO. BFP-TX-HDN-0732.000
REVISION 0
PAMELA RENEE CLEAVER HODGE
HARDIN COUNTY, TEXAS

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'.

1/16/2024

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



e

2024-144381
CONNIE BECTON
COUNTY CLERK
2024 May 21 at 08:24 AM
HARDIN COUNTY, TEXAS
By: BH, DEPUTY

RETURN RECORDED ORIGINAL TO:

Blackfin Pipeline, LLC
14884 Highway 105 West
Montgomery, Texas 77356

Project: Blackfin
Tract No.: BFP-TX-HDN-0734.000
Hardin County, TX

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED OF RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

MEMORANDUM OF EASEMENT AND RIGHT OF WAY AGREEMENT

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

That **THE NATURE CONSERVANCY, A DISTRICT OF COLUMBIA NON-PROFIT CORPORATION**, the undersigned, hereinafter referred to as "Grantor" (whether one or more), whose address is 2632 BROADWAY STREET, SUITE 201 SOUTH, SAN ANTONIO, TEXAS 78215, its successors and assigns, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has entered into a Easement and Right of Way Agreement, herein referred to as the "Easement," with **BLACKFIN PIPELINE, LLC**, a Delaware limited liability company, with a mailing address for all correspondence at 100 Congress Avenue, Suite 2200, Austin, Texas 78701 (hereinafter called "Grantee"), its successors and assigns, granting and conveying to Grantee those certain permanent and temporary easements, which are more particularly described and depicted on the attached **Exhibit "A"** attached hereto and incorporated herein for all intents and purposes.

This Memorandum of Easement and Right of Way Agreement (the "Memorandum") may be executed in several counterparts, each of which shall be an original of this Memorandum but all of which, taken together, shall constitute one and the same Memorandum and be binding upon the parties who executed any counterpart, regardless of whether it is executed by all parties named herein.

All prospective assignees, mortgagees or other parties claiming some interest or acquiring some interest by, through, or under any of the above-mentioned parties are put on notice of the priority of the Easement and the terms and provisions thereof and can contact the parties to determine the terms and provisions thereof.

The Easement contains other provisions that limit and restrict the rights of the parties in relation to their specific interests in and to the property covered by the Easement.

EXECUTED and effective as of the 31st day of May 2024.

GRANTOR(S):

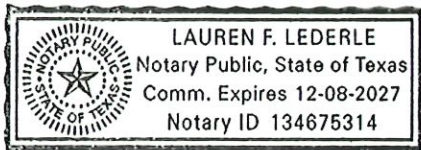
THE NATURE CONSERVANCY, a District of Columbia non-profit corporation

By: *Suzanne B. Scott*
Print Name: *Suzanne B. Scott*
Title: *Texas State Director*

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF *Bexar* §

This record was acknowledged before me on *May 31*, 2024, by
Suzanne B. Scott, *Texas State Director* of
THE NATURE CONSERVANCY, a District of Columbia non-profit corporation, in said
capacity on behalf of the corporation.



Lauren F. Lederle
Signature of Notary Public

GRANTEE:

BLACKFIN PIPELINE, LLC

By: 

Print Name: Glenn Kellison

Title: Sr. Vice President of Engineering

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF MONTGOMERY

§
§
§

This record was acknowledged before me on MAY 29, 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

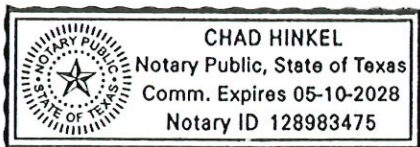
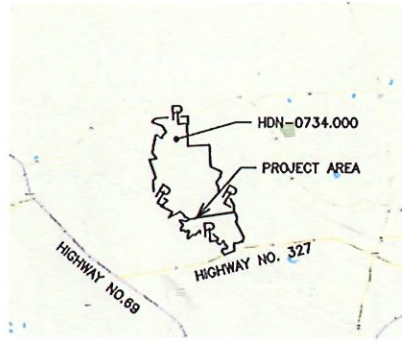
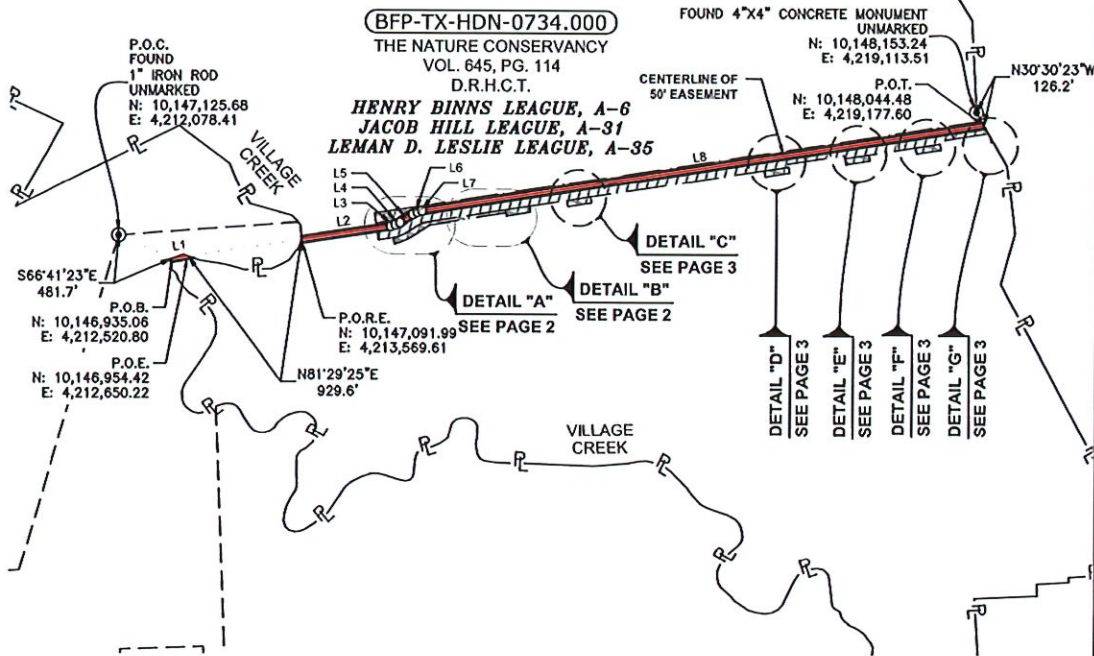


EXHIBIT "A"

EASEMENT CENTERLINE LENGTH
5832.77 FEET = 353.51 RODS
PERMANENT EASEMENT = 6.67 ACRES
TEMPORARY WORKSPACE = 9.42 ACRES
ADDITIONAL TEMPORARY WORKSPACE = 2.33 ACRES



LINE TABLE		
NUMBER	BEARING	LENGTH
L1	N 81°29'25" E	130.85'
L2	N 81°29'25" E	747.43'
L3	N 73°29'25" E	40.00'
L4	N 65°29'25" E	40.00'
L5	N 57°29'25" E	123.26'
L6	N 65°08'33" E	40.00'
L7	N 73°08'33" E	40.00'
L8	N 81°08'33" E	4671.23'



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 1/16/2024

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.H.C.T. OFFICIAL PUBLIC RECORDS HARDIN COUNTY, TEXAS
O.P.R.P.H.C.T. OFFICIAL PUBLIC RECORDS OF REAL PROPERTY HARDIN COUNTY, TEXAS
D.R.H.C.T. DEED RECORDS HARDIN 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.
POINT OF COMMENCEMENT P.O.C.
POINT OF TERMINATION P.O.T.
POINT OF REFERENCE P.O.R.
POINT OF EXIT P.O.E.
POINT OF RE-ENTRY P.O.R.E.
RIGHT OF WAY R.O.W.
POINT OF INTERSECTION
CENTERLINE
PROPERTY LINE
SURVEY LINE
ADJOINER PROPERTY
EXISTING PIPELINE
FLY TIE
IRON ROD IR
IRON PIPE IP

0' 600' 1200'
GRAPHIC SCALE IN FEET

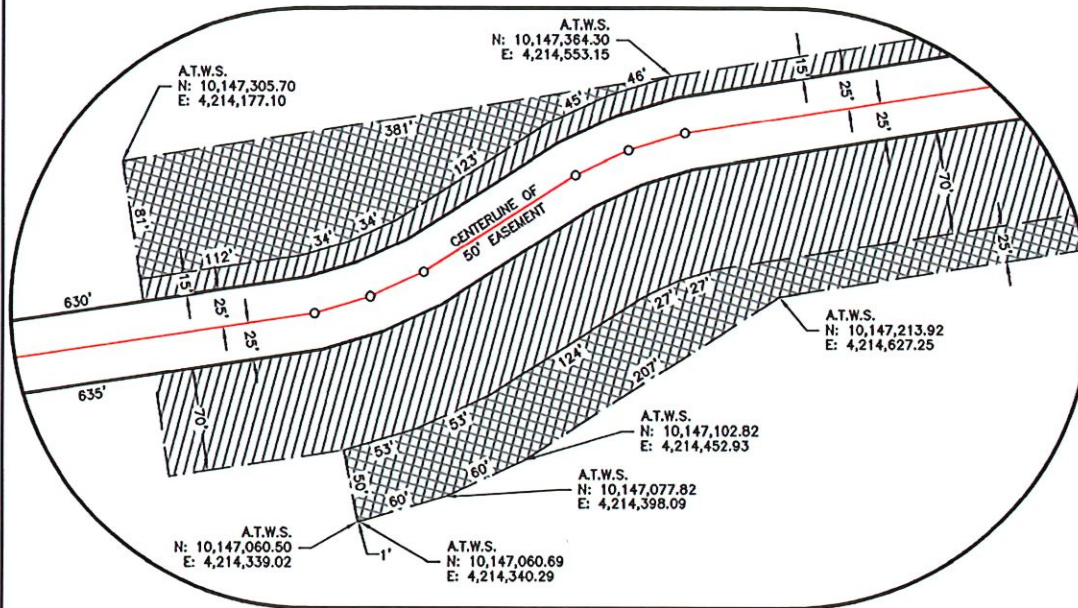
EnSiteUSA
3100 S. GESSNER, SUITE 400
HOUSTON, TX 77063
TEL: (713) 456-7880
www.ensiteusa.com

BLACKFIN
PIPELINE

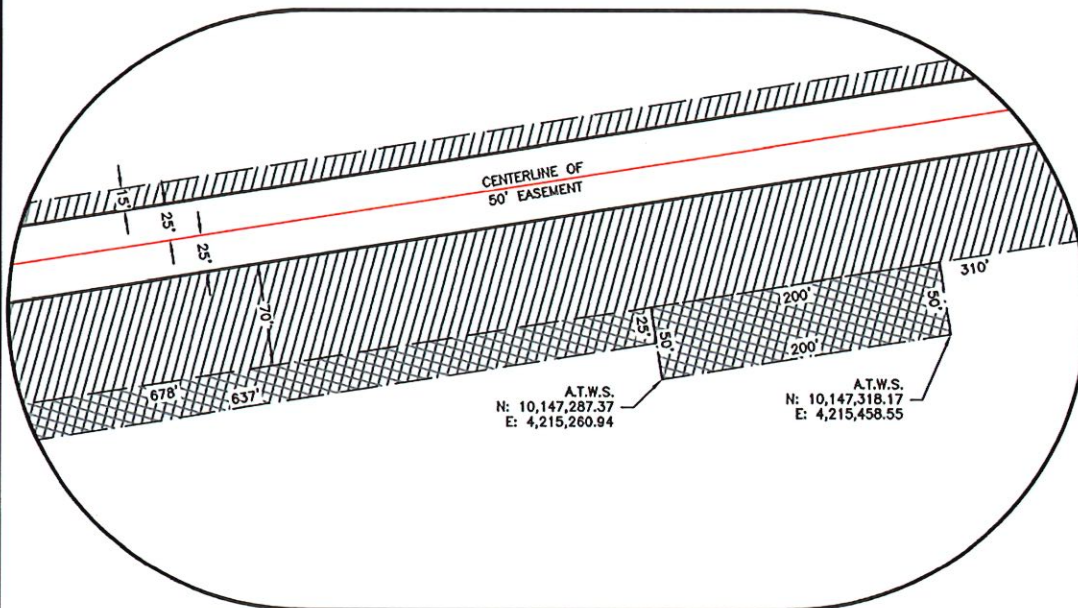
PROJECT: BLACKFIN PIPELINE
DWL BY: EUSA DATE: 01/07/2024
CHK BY: SM DATE: 01/07/2024
PAGE: 1 OF 5 REV: 0

BFP-TX-HDN-0734.000
50' WIDE PERMANENT EASEMENT
THE NATURE CONSERVANCY
HARDIN COUNTY, TEXAS

EXHIBIT "A"



DETAIL "A"
NOT TO SCALE



DETAIL "B"
NOT TO SCALE

O.P.R.H.C.T.	OFFICIAL PUBLIC RECORDS HARDIN COUNTY, TEXAS
D.P.R.P.H.C.T.	DEED RECORDS HARDIN COUNTY, TEXAS
D.R.H.C.T.	DEED RECORDS HARDIN 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	⊙	

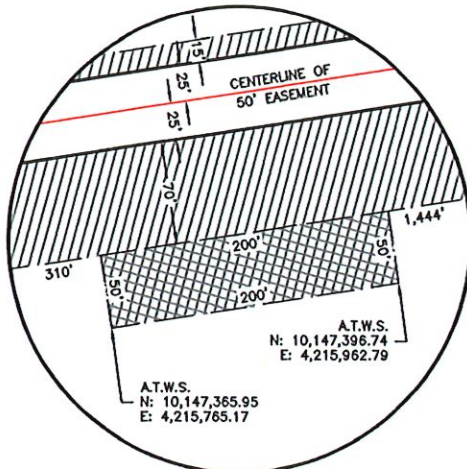
EnSite USA
3100 S. GESSNER, SUITE 400
HOUSTON, TX 77063
TEL: (713) 456-7800
www.ensiteusa.com

BLACKFIN
PIPELINE

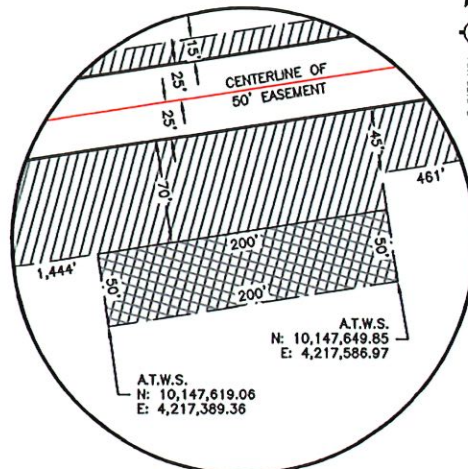
PROJECT:	BLACKFIN PIPELINE
DRAWN BY:	EUSA
DATE:	01/07/2024
CHECK BY:	SM
DATE:	01/07/2024
PAGE:	2 OF 5
REV:	0

BFP-TX-HDN-0734.000
50' WIDE PERMANENT EASEMENT
THE NATURE CONSERVANCY
HARDIN COUNTY, TEXAS

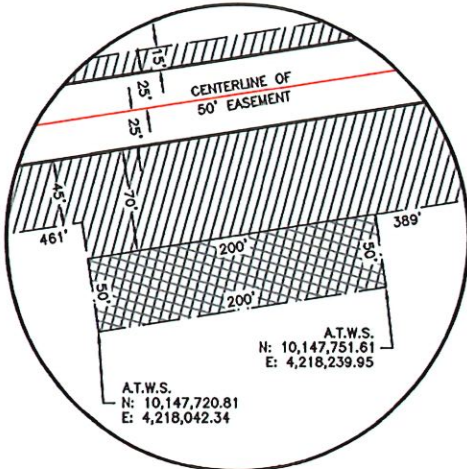
EXHIBIT "A"



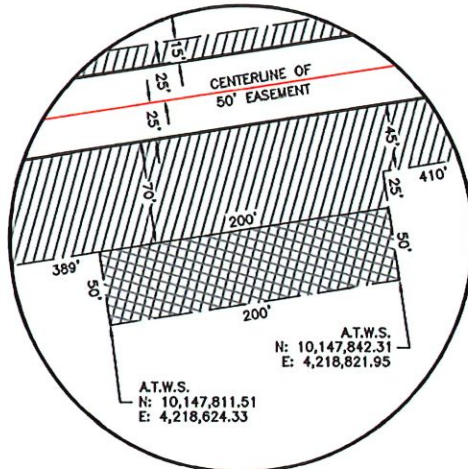
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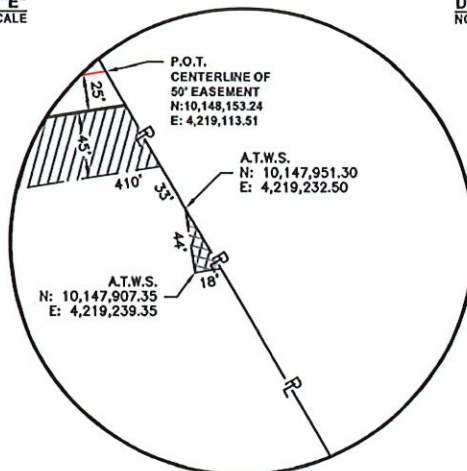
DETAIL "D"
NOT TO SCALE



DETAIL "E"
NOT TO SCALE



DETAIL "F"
NOT TO SCALE



DETAIL "G"
NOT TO SCALE

O.P.R.H.C.T. OFFICIAL PUBLIC RECORDS HARDIN COUNTY, TEXAS
D.P.R.P.H.C.T. OFFICIAL PUBLIC RECORDS OF REAL PROPERTY HARDIN COUNTY, TEXAS
D.R.H.C.T. DEED RECORDS HARDIN 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.
POINT OF COMMENCEMENT P.O.C.
POINT OF TERMINATION P.O.T.
POINT OF REFERENCE P.O.R.
POINT OF EXIT P.O.E.
POINT OF RE-ENTRY P.O.R.E.
RIGHT OF WAY R.O.W.
FOUND MONUMENT
POINT OF INTERSECTION

P.O.B.
P.O.C.
P.O.T.
P.O.R.
P.O.E.
P.O.R.E.
R.O.W.
IRON ROD IR
IRON PIPE IP

CENTERLINE
PROPERTY LINE
SURVEY LINE
ADJOINER PROPERTY
EXISTING PIPELINE
FLY TIE

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

BLACKFIN
PIPELINE

PROJECT: BLACKFIN PIPELINE
OWN. BY: EUSA DATE: 01/07/2024
CHK. BY: SM DATE: 01/07/2024
PAGE: 3 OF 5 REV: 0

BFP-TX-HDN-0734.000
50' WIDE PERMANENT EASEMENT
THE NATURE CONSERVANCY
HARDIN COUNTY, TEXAS

BLACKFIN PIPELINE
 ENSITEUSA PROJECT NO. 7626
 TRACT NO. BFP-TX-HDN-0734.000
 REVISION 0
 THE NATURE CONSERVANCY
 HARDIN COUNTY, TEXAS

DESCRIPTION OF
 A FIFTY (50) FOOT WIDE PERMANENT EASEMENT
 UPON THE PROPERTY OF
 THE NATURE CONSERVANCY

CENTERLINE DESCRIPTION OF A FIFTY (50) FOOT WIDE PERMANENT EASEMENT AND RIGHT OF WAY SITUATED IN THE HENRY BINNS LEAGUE, ABSTRACT 6, THE JACOB HILL LEAGUE, ABSTRACT 31 AND THE LEMAN D. LESLIE LEAGUE, ABSTRACT 35, HARDIN COUNTY, TEXAS, UPON, OVER AND ACROSS A PORTION OF A TRACT OF LAND IN THE NAME OF THE NATURE CONSERVANCY AS DESCRIBED IN VOLUME 645, PAGE 114, OF THE DEED RECORDS OF HARDIN COUNTY, TEXAS (D.R.H.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 1-inch concrete monument found having coordinates of N:10,147,125.68, E:4,212,078.41, based on the above referenced coordinate system, and being the northwest corner of the property in the name of Pamela Renee Cleaver Hodge as recorded in Document No. 2023133175 of the Official Public Records of Hardin County, Texas (O.P.R.H.C.T.);

THENCE South 66°41'23" East for a distance of 481.7 feet to a point on westerly line of the above referenced tract of land, same being the centerline of Village Creek, said point being the **POINT OF BEGINNING** of the herein described permanent easement, same having coordinates of N:10,146,935.06, E:4,212,520.80.

THENCE North 81°29'25" East for a distance of 130.85 feet to a point on the westerly line of the above referenced tract of land, same being the center of Village Creek, said point being the **POINT OF EXIT** of the herein described permanent easement centerline, said point having coordinates of N:10,146,954.42, E:4,212,650.22;

THENCE North 81°29'25" East for a distance of 929.6 feet over and across said property in the name Pamela Renee Cleaver Hodge as recorded in Document No. 2023133175 of the O.P.R.H.C.T. to a point on the westerly line of the above referenced tract of land, same being the center of Village Creek, said point being the **POINT OF RE-ENTRY** of the herein described permanent easement centerline, said point having coordinates of N:10,147,091.99, E:4,213,569.61;

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 seven (7) courses and distances:

2. North 81°29'25" East for a distance of 747.43 feet to a point,
3. North 73°29'25" East for a distance of 40.00 feet to a point,
4. North 65°29'25" East for a distance of 40.00 feet to a point,
5. North 57°29'25" East for a distance of 123.26 feet to a point,
6. North 65°08'33" East for a distance of 40.00 feet to a point,
7. North 73°08'33" East for a distance of 40.00 feet to a point,
8. North 81°08'33" East for a distance of 4,671.23 feet to a point on easterly line of the above referenced tract of land, said point being the **POINT OF TERMINATION** of the herein described permanent easement, said point having coordinates of N:10,148,044.48, E:4,219,177.60, from which an unmarked 4-inch by 4-inch concrete monument found for an angle point in the easterly line of the above referenced tract of land, bears North 30°30'23" West for a distance of 126.2 feet, same having coordinates of N:10,148,153.24, E:4,219,113.51.

EXHIBIT "A"



BLACKFIN PIPELINE
ENSITEUSA PROJECT NO. 7626
TRACT NO. BFP-TX-HDN-0734.000
REVISION 0
THE NATURE CONSERVANCY
HARDIN COUNTY, TEXAS

Herein described fifty (50) foot wide strip of land having a total length across the property of 5,832.77 feet, or 353.51 rods and containing 6.67 acres of land, more or less.

TEMPORARY WORKSPACE (T.W.S.)

A fifteen (15) foot wide strip of land and a variable width strip of land being seventy (70) foot wide and forty five (45) foot wide, as shown on the attached plat containing 9.42 acres of land, more or less.

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

A.T.W.S. containing 2.33 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".

1/16/2024

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



Project: Blackfin
Tract No.: BFP-TX-HDN-0734.000
Hardin County, TX

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

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

This Easement and Right of Way Agreement (the "Agreement"), is by and between **THE NATURE CONSERVANCY**, a District of Columbia non-profit corporation, whose local address is 2632 Broadway St., Suite 201 South, San Antonio, Texas 78215 (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") up to forty-eight inches (48") in nominal diameter (excluding any protective coating or wrapping) and above and below-ground appurtenant facilities as described in this Agreement (the "Appurtenant Facilities"), in, over, through, across, under, and along land owned by Grantor (the "Lands"), said easement route shown by plat on **Exhibit "A"** attached hereto and incorporated herein for all purposes (the "Easement Area").

Grantor does also hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee non-exclusive temporary workspace, as shown by plat on **Exhibit "A"** attached hereto and identified therein as "Temporary Workspace" and "Additional Temporary Workspace" (the "Temporary Easement Area"), in order to construct the Pipeline and any Appurtenant Facilities and non-exclusive temporary access on, over, through, across, under, and along the Easement Area and to restore the property as required under this Agreement (the Easement Area and Temporary Easement Area, are collectively hereafter referred to as the "Easements"). Notwithstanding the foregoing, Grantee's use of the "Additional Temporary Workspace" shall be limited to storage and staging operations for the installation of the Pipeline. The term of the Temporary Easement Area shall be for a period limited to twenty-four (24) months from the date of construction commencement on the Lands, not including any delays or stoppages due to any event outside of Grantee's control. However, if Grantee has completed its use of the Temporary Easement Area prior to the expiration of said 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 those portions of the Temporary

Easement Area at the same time that Grantee is actively working within such portions, except for access and monitoring purposes or unless Grantee provides prior permission therefor.

It is further agreed as follows:

1. Without limiting the foregoing, 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. Without limiting the foregoing, the right to use the Easement Area shall be for the purposes of establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, upgrading, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of the Pipeline, and Appurtenant Facilities (as described herein), within the Easement Area, abandoning in place and removing at will, in whole or in part, the Pipeline, and Appurtenant Facilities (as described herein), for the transportation of gas, its constituents, derivatives and products.

The Appurtenant Facilities are restricted by the following provisions. A set of communication channels may be buried with the Pipeline. Grantee shall not install or maintain any surface facilities, structures, meters, compressors, appurtenances or other above ground equipment within or upon the Easement, however other pipeline markers, cathodic tests and wires, temporary fencing and signage to deter public entry during construction, and gates, as may be necessary or desirable for the operation of the Pipeline, in, over, through, across, under and along the Easement Area are permitted above ground. Pipeline markers shall be installed at the entry and exit points to the Easement Area and as otherwise required by applicable laws or regulations. Grantee may utilize cathodic protection measures to prevent corrosion of the Pipeline, however, all test leads and wires shall be buried below the surface of the Easement Area or as required by applicable laws or regulations. Temporary fencing and signage that Grantee has installed to deter entry into areas during construction shall be promptly removed when no longer needed for a particular pipeline segment. Gates may only be installed by Grantee (i) along a fence line that that is not a property boundary line where the fence(s) cross the Easement, and (ii) within the Easement Area at fence lines marking the common boundary between Grantor and adjoining owner(s); provided, such gates shall be of galvanized metal sixteen (16) feet in width and shall be kept locked (except when in use) and Grantor must be provided the ability to open and close the gates. Grantee is not permitted to install above and/or below ground valves to service its pipeline without the Grantor's prior written consent. No compressor stations, housing, treatment plants or similar facilities are allowed. Grantee may not grant a third party access to the Easements for a purpose that is unrelated to the rights granted in this Agreement.

2. Grantee shall bury the Pipeline within the Easement Area to a minimum depth of thirty-six inches (36") below the surface of the ground and any then-existing drainage ditches, creeks and roads. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Easement Area to ensure proper lateral and subjacent support for and drainage for the Pipeline and appurtenant facilities related to this pipeline project. In the event of any excavation within the Easements, including, but not limited to, installation and construction of the Pipeline or in the event of removal of the Pipeline herein, at least the top twelve-inches (12") of the topsoil (to the extent that much topsoil exists or the lesser amount of topsoil if less than twelve-inches (12") exists) will be removed and stored separately from the subsoil. As the pipeline trench is backfilled, the subsoil will

be replaced over the pipe and pipe bedding and the separated topsoil will be placed on top of the subsoil. All of the backfill material will be compacted to restore the land, as much as reasonably practicable, to its original condition. Grantee shall also utilize best management practices and soil conservation devices for any excavation and construction activities as may be reasonably required to minimize soil erosion and agrees to leave earthen plugs or corridors at reasonable locations along the right of way to allow for Grantor to cross areas impacted by construction and excavation activities (ex. where existing roads or trails cross the Easements). Any land application of drilling mud from borings for the Pipeline shall be within the excavated pipeline trench, and no mounds of dirt, rocks, or excess soil or fill shall be left on the Easements or Grantor's property unless Grantor instructs otherwise. Except for the excavated fill to be used within the Easements, any other fill, grading, and construction materials shall be obtained from reputable sources outside the property that are free from contaminants and like quality topsoil shall be used for surface repairs if needed. Upon request of Grantor and up to but not to exceed one (1) year after completion of the Pipeline or any material excavation or surface disturbance activities by Grantee and upon written request by Grantor, Grantee shall fill and pack any portions impacted by Grantee's activities that have settled, subsided or eroded to any appreciable extent. Within thirty (30) days after completion of the Pipeline or other material surface disturbance from the operation and maintenance of the Pipeline and Appurtenant Facilities, Grantee agrees to reseed the Easement Area with a native grass mixture or other native vegetation reasonably approved or recommended by the Natural Resource Conservation Service for the disturbed area or otherwise approved by Grantor. Grantor will handle any revegetation of the Temporary Easement Area after completion of the Pipeline, and Grantee shall be released of any obligations or liability relating to reseeding the same.

3. 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, 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 promptly repair any damage to Grantor's roads and trails caused by Grantee in the exercise of any rights granted hereby to a condition that existed prior to Grantee's use. Notwithstanding the foregoing, all entries by Grantee to the Easements shall be from properties of adjoining owners, unless otherwise stated herein or with Grantor's prior written approval. Operations by Grantee shall be limited to daylight hours and Grantee shall provide at least forty eight (48) hours notice to Grantor prior to any entries, except where needed for safety purposes, emergency response, or regulatory compliance (including, but not limited to, response to ONE Calls). All vehicles and equipment shall be in good operating and reasonably clean condition to minimize introduction of invasive species, and after construction of the Pipeline, Grantee will use commercially reasonable efforts to avoid conducting activities with heavy equipment or vehicles at times likely to result in rutting or surface damage (ex. rainfall over 1" in a 24-hour period) except where needed for safety purposes, emergency response or regulatory compliance. Grantee acknowledges that Grantor's property is a nature preserve that is accessed by the public from time to time.

No smoking, fishing, hunting, overnighting, fires, firearms, collecting of any natural resources, pets, alcohol or controlled substances are allowed on Grantor's property. No surface water or groundwater on, from or under Grantor's property may be used by Grantee. Grantee shall take reasonable care and prudence to prevent grass, brush and

other fires from starting or spreading on or near the Easements resulting from its use of the same. Grantee is responsible for ensuring that its agents, employees, designees, contractors, guests, and invitees comply with the requirements of this Agreement. Grantor may request the removal and permanent ban of any persons committing material violations of this paragraph. In the event Grantor makes a request to remove or ban any person, Grantee shall have one (1) business day to investigate, evaluate, address and cure Grantor's concerns.

4. The location of the Easements on the Lands, including their maximum widths, is shown by plat on **Exhibit "A"**.
5. The consideration paid by Grantee in this Agreement includes payment for the Easements, both permanent and temporary, and all usual and customary damages to Grantor's remaining property, if any, and reasonably anticipated damages caused to the Lands within the Easements incurred in the initial construction and installation of the Pipeline which are associated with a natural gas pipeline, 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 within the Easements. The initial consideration does not cover, and Grantee shall continue to be liable to Grantor for, any actual damages which may accrue from time to time to property outside the Easements, for actual damages to Grantor's real and personal property caused by maintenance, repair, replacement or removal efforts, the negligence or gross negligence of Grantee occurring at any time, for environmental damages contamination or pollution claims, for actual damages caused by leaks or spills, for indemnification spelled out herein, and for the breach of any requirements of this Agreement. If applicable, Grantee agrees to pay for any physical damage to grasses, trees, shrubbery, pasture, native habitat, wildlife, livestock, growing crops, timber, fences, or other structural improvements located outside the Easements which are caused by Grantee or its agents, servants, employees, contractors or subcontractors in exercising its rights under this Agreement, as well as by any gas, liquids or other materials escaping, discharged or released from the Pipeline and Appurtenant Facilities or from Grantee's activities and use of the Easements. Any such claims shall be submitted in writing and accompanied by reasonable documentation supporting the same.
6. Grantee shall have the right, without paying additional damages to Grantor as it is included in the initial consideration, to remove any fence or alter or remove any gate that now crosses or may cross the Easements during initial construction of the Pipeline 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 deter livestock from passing through same. Within thirty (30) days after completion of initial construction operations, 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 than already used for existing non-ornamental gates on the Lands. Each entry and exit gate shall be securely closed and locked, except when Grantee or its authorized personnel are actually passing through same, and Grantor must be provided the ability to open and close the gates.

7. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor may not use any part of the Easements if such use may damage, destroy, injure, and/or unreasonably 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 Easement Area without Grantee's prior written approval: (1) construct any temporary or permanent building or site improvements; (2) drill or operate any well but a well can be directionally drilled under the Easements subject to the terms of Paragraph 9; (3) perform material surface excavations or materially 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 unreasonably 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. Grantor, Grantor's heirs, successors and assigns shall have the right, after at least forty-five (45) days prior written notice to Grantee and review and approval by Grantee thereof, to construct, reconstruct or maintain streets, sidewalks, roads or drives, road ditches, drainage ditches, pipelines, and utilities, at any angle of not less than forty-five (45) degrees to Grantee's Pipeline, over and across the Easement Area, provided that all of Grantee's required and applicable spacing and crossing guidelines, including, without limitation, depth separation limits and other protective requirements, are met by Grantor. In the event the terms of this paragraph are violated, such violation shall be addressed to Grantee's reasonable satisfaction upon receipt of written notice from Grantee. Grantor shall have a thirty (30) day period to cure any violations; however, , Grantee shall have the immediate right to correct or eliminate such violation at the sole risk and expense of Grantor in the event that an immediate response is needed or desired by Grantee. Grantor shall promptly reimburse Grantee for any expenses or costs related thereto. 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. Notwithstanding the foregoing, Grantor reserves the right to engage in the following activities within the Easements after the Pipeline is completed: conduct prescribed burns (with at least thirty (30) days advance notice to Grantee), plant native vegetation (with any trees requiring Grantee's prior approval), perform ecological surveying and monitoring and habitat restoration activities (with any that require material surface alterations requiring Grantee's prior approval), hunting, birding, hiking, research, and educational and nature tours. Grantor agrees that before performing any excavation work within the Easement Area, it will satisfy all Texas one-call requirements.
8. 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 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.

Notwithstanding the foregoing, Grantee may only use mechanical means to remove vegetation from the Easements – no herbicide or pesticide applications are allowed without Grantor's prior written approval. At Grantee's option, all vegetation removed during initial construction by Grantee shall be removed to a disposal site outside Grantor's property, or if requested by Grantor, left in place or chipped and spread at a designated site on the Grantor's property. During routine maintenance or mowing of the Easement Area, Grantee will coordinate at least ten (10) days in advance with Grantor to minimize impact on sensitive habitat features or plant communities from such activities.

9. Grantor shall retain all the oil, gas, 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, but it will be permitted to extract the oil, gas, 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.
10. 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, inspection, maintenance, repair and service of Grantee's Pipeline, associated equipment and appurtenances thereto. Without limiting the foregoing, Grantee shall maintain the Pipeline and Appurtenant Facilities in a reasonable and prudent manner to industry and government safety standards and in good and reasonable repair and condition and agrees to use reasonable efforts to avoid polluting the soil or waters of the reservoirs, springs, streams, wells, or underground waters upon or under the Grantor's property and to take reasonable precautions to avoid injuring or disturbing livestock, wildlife, archeological or cultural sites, or any structures or improvements on Grantor's property. Grantee shall regularly inspect the Pipeline and Appurtenant Facilities for damages and leaks and promptly respond with appropriate repair and clean-up. Any damages, spills, discharges, or contamination incidents shall be promptly reported to Grantor and any applicable regulatory agencies.
11. Grantee will restore the ground disturbed by Grantee's use of the Easements and Grantor's remaining property, if any, to as near its original condition as reasonably practicable, including, without limitation, to pre-construction grade levels and roads and trails that cross the Easements, and maintain the Easements in a manner consistent with the purposes for which the Easements are acquired. All of Grantee's construction debris shall be cleaned up and removed from the Lands at regular intervals during the term of the Temporary Easement Area and upon completion of installation and construction of the Pipeline, associated equipment and appurtenances thereto. After completion of the Pipeline, Grantee shall diligently monitor the Easements for, and promptly clean-up and remove, all trash, litter, and waste materials generated from the operation and maintenance of the Pipeline and Appurtenant Facilities. All materials, equipment, vehicles, fencing, and other items used in the Temporary Easement Area shall be removed upon completion of the use of those areas during the construction and installation of the Pipeline or the termination of the Temporary Easement Area, whichever is earlier.
12. Grantee agrees to release, indemnify and hold Grantor harmless from and against any and all liabilities, demands, damages, claims, losses, costs, or expenses, including reasonable

attorneys' fees, asserted by persons or entities unaffiliated with Grantor, to the extent that they are caused or alleged to be caused by the negligence, gross negligence, willful misconduct, or breach of this Agreement by Grantee or any of its employees or agents (including any permitted subcontractors).

13. Grantee shall maintain or shall cause to be maintained, in full force and effect throughout the term of this Agreement, at its sole cost and expense, the insurance described below:
 - a. Worker's Compensation in accordance with the benefits afforded by the statutory Worker's Compensation Acts applicable to the state, territory, or district of hire, supervision, or place of accident. Policy limits for worker's compensation shall not be less than statutory limits and for employer's liability one million dollars (\$1,000,000) each accident, one million dollars (\$1,000,000) disease each employee, and one million dollars (\$1,000,000) disease policy limit.
 - b. Commercial General Liability Insurance including bodily injury, death, property damage, independent contractors, products/completed operations, contractual, and personal injury liability, with a limit of two million dollars (\$2,000,000) per occurrence and in the annual aggregate.
 - c. Commercial Automobile Insurance covering owned, hired, rented, and non-owned automotive equipment with a limit of one million dollars (\$1,000,000) per accident.
 - d. Excess Umbrella Liability Insurance coverage in excess of the terms and limits of insurance specified in parts b and c above with a combined limit of five million dollars (\$5,000,000) per occurrence.

Grantee will have Grantor included as an additional insured for the Commercial General Liability Insurance coverage in part b above. Upon execution of this Agreement, Grantee shall furnish Grantor a certificate of insurance evidencing the coverage required herein.

14. Grantee, its successors and assigns, may not use the Easements for any use other than a use stated in this Agreement, without express written consent of Grantor.
15. 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.
16. Grantee shall have the right to assign this Agreement, in whole or in part, in which event 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 shall provide written notice and a copy of the recorded assignment to Grantor in accordance with the notice provisions herein and if undeliverable, to 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 Easements are located if Grantee assigns all or any portion of the rights herein granted to any other entity except for assignments to an affiliate or to a successor through merger, consolidation, or other sale or transfer of all or substantially all of its assets and business.
17. If, at any time after five (5) years from the date hereof, GRANTEE should cease to use the Pipeline and if such cessation of use should continue for an uninterrupted period of thirty-six (36) consecutive months, this Agreement shall terminate and the Lands shall be released from this Agreement, provided, however, such thirty-six (36) month time period

shall be extended for such periods of time that GRANTEE is unable to exercise its rights granted hereunder because of Force Majeure. Force Majeure shall be any event, the consequences of which are beyond the reasonable control of GRANTEE in the exercise of due diligence. Grantee shall have the right for two (2) years following a final determination of the termination of this Agreement to remove its pipe, valves and all other property or to abandon same in place; provided, however, during such period, Grantee shall remove any Appurtenant Facilities located on the surface of the Lands and restore any areas disturbed by such removal activities to the same or similar condition prior to removal in accordance with this Agreement. Following the expiration of such period, any such property remaining on said land shall be considered abandoned for purposes of this Agreement. Grantee shall ensure that the pipeline is abandoned in an environmentally safe manner in accordance with applicable laws, rules and regulations. Grantee agrees to record a release or termination of this Agreement in the Official Public Records of Hardin County, Texas, upon termination of this Agreement or Grantor's written request therefor.

18. Any notice which may be required shall be in writing and deemed to have been given and delivered (a) as of the date delivered personally or by overnight service, or (b) if mailed, five (5) business days after deposit in the United States registered or certified mail, postage prepaid, at the following addresses (which may be changed from time to time by written notice to the other party):

If to Grantor: 2632 Broadway St., Suite 201 South, San Antonio, Texas 78215

If to Grantee: 100 Congress Avenue, Suite 2200, Austin, Texas 78701

Each party will provide a point of contact person for inquiries that may arise from time to time with the Pipeline; however, this is intended to facilitate communications between the parties and does not eliminate the requirement of providing written notice under this Agreement.

19. 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. This Easement shall be governed by the laws of the State of Texas, and exclusive venue for any claims or proceedings hereunder shall be in Bexar County, Texas.
20. Except for the special warranty of title herein, this Easement Agreement is granted without warranty of any nature, express or implied, except Grantor represents that Grantor is the fee owner of the property herein described and that Grantor has the authority to convey said rights and interests to Grantee, and is expressly subject to all outstanding rights-of-way, easements, restrictive covenants, leases, liens, encumbrances and other interests, if any, with respect to the land and property of Grantor which are valid, subsisting, and of record in Hardin County, Texas as of the date of this Agreement. Notwithstanding the foregoing, Grantor specially warrants its title to the Property only as against the claims of those claiming or to claim the same by, through, or under Grantor and not otherwise.

21. 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).
22. Grantor and Grantee agree that a memorandum of this Agreement making appropriate reference hereto shall be filed for record in the county wherein the property is located. In the event of any conflict between recitations contained in such memorandum and those contained herein, the provisions of this Agreement shall control.

TO HAVE AND TO HOLD the rights, privileges and authority hereby granted unto Grantee, its successors and assigns, forever, subject to the limitations, provisions, conditions, and restrictions set forth hereinabove, and Grantor does hereby agree to warrant and defend said Easements unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, when the claim is by, through or 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.

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

EXECUTED and effective as of the 31st day of May 2024.

GRANTOR(S):

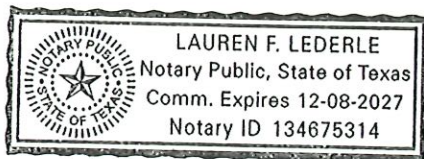
THE NATURE CONSERVANCY, A DISTRICT OF COLUMBIA NON-PROFIT CORPORATION

By: *Suzanne B. Scott*
Print Name: Suzanne B. Scott
Title: Texas State Director

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF Bexar §

This record was acknowledged before me on May 31, 2024, by
Suzanne B. Scott, Texas State Director of
THE NATURE CONSERVANCY, A DISTRICT OF COLUMBIA NON-PROFIT CORPORATION, in said capacity on behalf of the corporation.



Lauren F. Lederle
Signature of Notary Public

GRANTEE:

BLACKFIN PIPELINE, LLC

By: 

Print Name: Glenn Kellison

Title: Sr. Vice President of Engineering

ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF MONTGOMERY

This record was acknowledged before me on MAY 29, 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

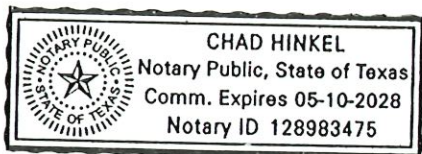
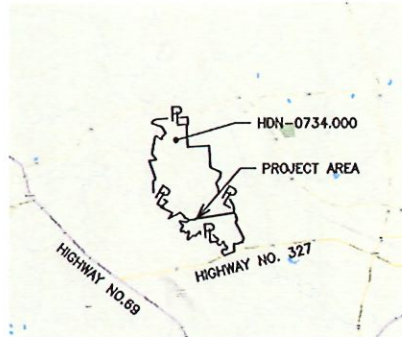
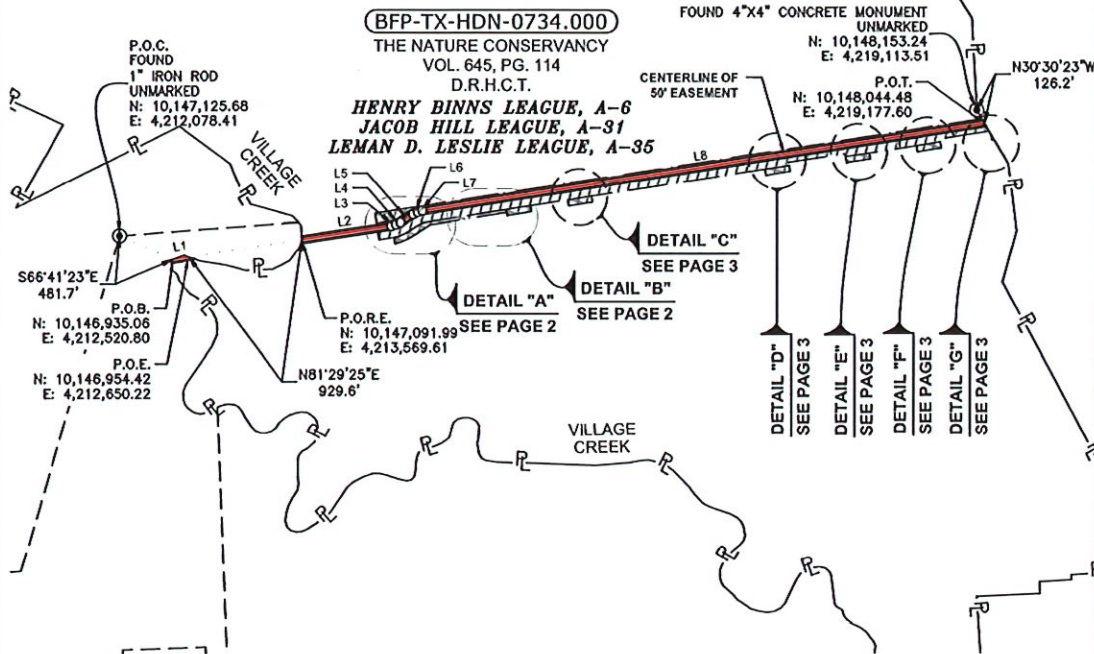


EXHIBIT "A"

EASEMENT CENTERLINE LENGTH
5832.77 FEET = 353.51 RODS
PERMANENT EASEMENT = 6.67 ACRES
TEMPORARY WORKSPACE = 9.42 ACRES
ADDITIONAL TEMPORARY WORKSPACE = 2.33 ACRES



VICINITY MAP
NOT TO SCALE

LINE TABLE		
NUMBER	BEARING	LENGTH
L1	N 81°29'25" E	130.85'
L2	N 81°29'25" E	747.43'
L3	N 73°29'25" E	40.00'
L4	N 65°29'25" E	40.00'
L5	N 57°29'25" E	123.26'
L6	N 65°08'33" E	40.00'
L7	N 73°08'33" E	40.00'
L8	N 81°08'33" E	4671.23'



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 1/16/2024

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.H.C.T. OFFICIAL PUBLIC RECORDS HARDIN COUNTY, TEXAS
O.P.R.R.P.H.C.T. OFFICIAL PUBLIC RECORDS OF REAL PROPERTY HARDIN COUNTY, TEXAS
D.R.H.C.T. DEED RECORDS HARDIN 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
POINT OF COMMENCEMENT
POINT OF TERMINATION
POINT OF REFERENCE
POINT OF EXIST
POINT OF RE-ENTRY
RIGHT OF WAY
FOUND MONUMENT
POINT OF INTERSECTION
P.O.B.
P.O.C.
P.O.T.
P.O.R.
P.O.E.
P.O.R.E.
R.O.W.
CENTERLINE
PROPERTY LINE
SURVEY LINE
ADJOINER PROPERTY
EXISTING PIPELINE
FLY TIE
IRON ROD
IRON PIPE

0' 600' 1200'
GRAPHIC SCALE IN FEET

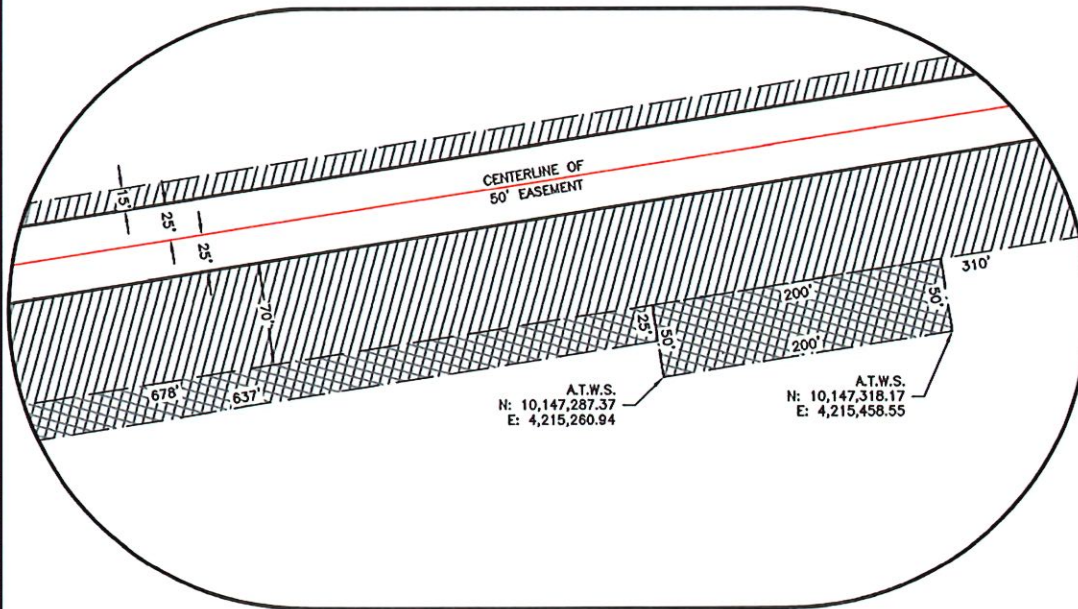
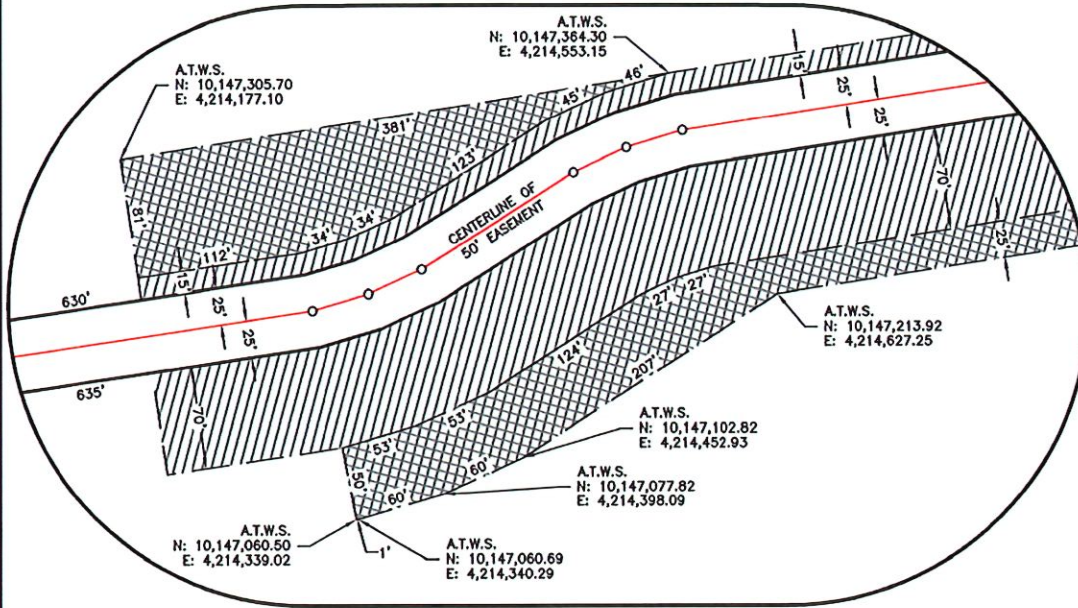
EnSite USA
3100 S. GESSNER, SUITE 400
HOUSTON, TX 77063
TEL: (713) 456-7880
www.ensiteusa.com

BLACKFIN
PIPELINE

PROJECT: BLACKFIN PIPELINE
DWG. BY: EUSA DATE: 01/07/2024
CHK. BY: SM DATE: 01/07/2024
PAGE: 1 OF 5 REV: 0

BFP-TX-HDN-0734.000
50' WIDE PERMANENT EASEMENT
THE NATURE CONSERVANCY
HARDIN COUNTY, TEXAS

EXHIBIT "A"



OP.R.H.C.T. OFFICIAL PUBLIC RECORDS HARDIN COUNTY, TEXAS
 D.P.R.P.H.C.T. OFFICIAL PUBLIC RECORDS OF REAL PROPERTY HARDIN COUNTY, TEXAS
 D.R.H.C.T. DEED RECORDS HARDIN COUNTY, TEXAS
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 POINT OF COMMENCEMENT P.O.C.
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 POINT OF REFERENCE P.O.R.
 POINT OF EXIT P.O.E.
 POINT OF RE-ENTRY P.O.R.E.
 RIGHT OF WAY R.O.W.
 FOUND MONUMENT
 POINT OF INTERSECTION

PROPERTY LINE
 SURVEY LINE
 ADJOINER PROPERTY
 EXISTING PIPELINE
 FLY TIE
 IRON ROD IR
 IRON PIPE IP

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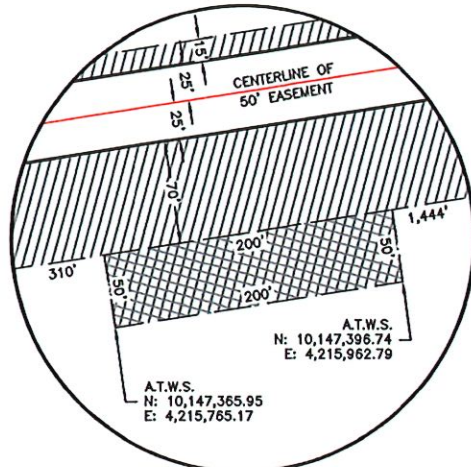
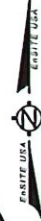
BLACKFIN
 PIPELINE

PROJECT: BLACKFIN PIPELINE
 DWG. BY: EUSA DATE: 01/07/2024
 CHK. BY: SM DATE: 01/07/2024
 PAGE: 2 OF 5 REV: 0

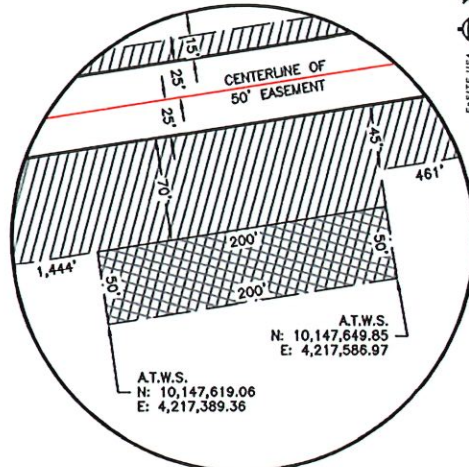
BFP-TX-HDN-0734.000
50' WIDE PERMANENT EASEMENT
THE NATURE CONSERVANCY
HARDIN COUNTY, TEXAS

H:\7626-Water\Bldg\2000-Plat\FINAL PLAT - Certified\BFP-TX-HDN-0734.000.dwg

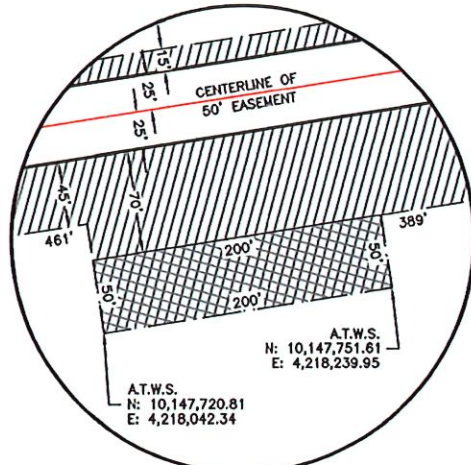
EXHIBIT "A"



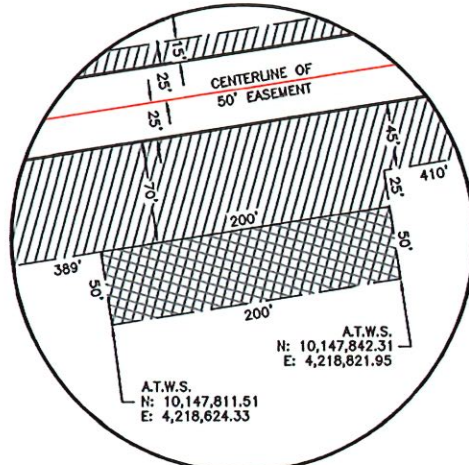
DETAIL "C"
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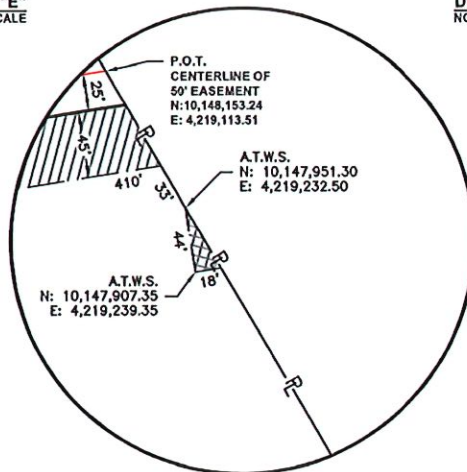
DETAIL "D"
NOT TO SCALE



DETAIL "E"
NOT TO SCALE



DETAIL "F"
NOT TO SCALE



DETAIL "G"
NOT TO SCALE

O.P.R.H.C.T. OFFICIAL PUBLIC RECORDS HARDIN COUNTY, TEXAS
D.P.R.R.P.H.C.T. OFFICIAL PUBLIC RECORDS OF REAL PROPERTY HARDIN COUNTY, TEXAS
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BLACKFIN
PIPELINE

PROJECT: BLACKFIN PIPELINE
DWG. BY: EUSA DATE: 01/07/2024
CHK. BY: SM DATE: 01/07/2024
PAGE: 3 OF 5 REV: 0

BFP-TX-HDN-0734.000
50' WIDE PERMANENT EASEMENT
THE NATURE CONSERVANCY
HARDIN COUNTY, TEXAS

BLACKFIN PIPELINE
 ENSITEUSA PROJECT NO. 7626
 TRACT NO. BFP-TX-HDN-0734.000
 REVISION 0
 THE NATURE CONSERVANCY
 HARDIN COUNTY, TEXAS

DESCRIPTION OF
 A FIFTY (50) FOOT WIDE PERMANENT EASEMENT
 UPON THE PROPERTY OF
 THE NATURE CONSERVANCY

CENTERLINE DESCRIPTION OF A FIFTY (50) FOOT WIDE PERMANENT EASEMENT AND RIGHT OF WAY SITUATED IN THE HENRY BINNS LEAGUE, ABSTRACT 6, THE JACOB HILL LEAGUE, ABSTRACT 31 AND THE LEMAN D. LESLIE LEAGUE, ABSTRACT 35, HARDIN COUNTY, TEXAS, UPON, OVER AND ACROSS A PORTION OF A TRACT OF LAND IN THE NAME OF THE NATURE CONSERVANCY AS DESCRIBED IN VOLUME 645, PAGE 114, OF THE DEED RECORDS OF HARDIN COUNTY, TEXAS (D.R.H.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 1-inch concrete monument found having coordinates of N:10,147,125.68, E:4,212,078.41, based on the above referenced coordinate system, and being the northwest corner of the property in the name of Pamela Renee Cleaver Hodge as recorded in Document No. 2023133175 of the Official Public Records of Hardin County, Texas (O.P.R.H.C.T.);

THENCE South 66°41'23" East for a distance of 481.7 feet to a point on westerly line of the above referenced tract of land, same being the centerline of Village Creek, said point being the **POINT OF BEGINNING** of the herein described permanent easement, same having coordinates of N:10,146,935.06, E:4,212,520.80.

THENCE North 81°29'25" East for a distance of 130.85 feet to a point on the westerly line of the above referenced tract of land, same being the center of Village Creek, said point being the **POINT OF EXIT** of the herein described permanent easement centerline, said point having coordinates of N:10,146,954.42, E:4,212,650.22;

THENCE North 81°29'25" East for a distance of 929.6 feet over and across said property in the name Pamela Renee Cleaver Hodge as recorded in Document No. 2023133175 of the O.P.R.H.C.T. to a point on the westerly line of the above referenced tract of land, same being the center of Village Creek, said point being the **POINT OF RE-ENTRY** of the herein described permanent easement centerline, said point having coordinates of N:10,147,091.99, E:4,213,569.61;

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 seven (7) courses and distances:

2. North 81°29'25" East for a distance of 747.43 feet to a point,
3. North 73°29'25" East for a distance of 40.00 feet to a point,
4. North 65°29'25" East for a distance of 40.00 feet to a point,
5. North 57°29'25" East for a distance of 123.26 feet to a point,
6. North 65°08'33" East for a distance of 40.00 feet to a point,
7. North 73°08'33" East for a distance of 40.00 feet to a point,
8. North 81°08'33" East for a distance of 4,671.23 feet to a point on easterly line of the above referenced tract of land, said point being the **POINT OF TERMINATION** of the herein described permanent easement, said point having coordinates of N:10,148,044.48, E:4,219,177.60, from which an unmarked 4-inch by 4-inch concrete monument found for an angle point in the easterly line of the above referenced tract of land, bears North 30°30'23" West for a distance of 126.2 feet, same having coordinates of N:10,148,153.24, E:4,219,113.51.

EXHIBIT "A"



BLACKFIN PIPELINE
ENSITEUSA PROJECT NO. 7626
TRACT NO. BFP-TX-HDN-0734.000
REVISION 0
THE NATURE CONSERVANCY
HARDIN COUNTY, TEXAS

Herein described fifty (50) foot wide strip of land having a total length across the property of 5,832.77 feet, or 353.51 rods and containing 6.67 acres of land, more or less.

TEMPORARY WORKSPACE (T.W.S.)

A fifteen (15) foot wide strip of land and a variable width strip of land being seventy (70) foot wide and forty five (45) foot wide, as shown on the attached plat containing 9.42 acres of land, more or less.

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

A.T.W.S. containing 2.33 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'.

1/16/2024

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



ATTACHMENT 5

Payment Check