

# TCEQ Interoffice Memorandum

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

THRU: Chris Kozlowski, Team Leader  
Water Rights Permitting Team

FROM: Natalia Ponebshek, Project Manager  
Water Rights Permitting Team

DATE: January 17, 2025

SUBJECT: Blackfin Pipeline, LLC  
WRTP 14030  
CN606266211, RN112067772  
Application No. 14030 for a Temporary Water Use Permit  
Texas Water Code § 11.138, Requiring Limited Mailed Notice  
Brazos River, Brazos River Basin  
Austin and Waller Counties

The application and partial fees were received on October 16, 2024. Additional information was received on December 17, 2024, and additional fees were received on January 9, 2025. The application was declared administratively complete and accepted for filing with the Office of the Chief Clerk on January 17, 2025. Mailed notice to downstream water right holders of record in the Brazos 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.

*Natalia Ponebshek*

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Natalia Ponebshek, 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*

January 17, 2025

Ms. Leslie Kelton, Senior Project Manager  
Blackfin Pipeline, LLC  
100 Congress Ave., Ste. 2200  
Austin, TX 78701-4072

**VIA E-MAIL**

RE: Blackfin Pipeline, LLC  
WRTP 14030  
CN606266211, RN112067772  
Application No. 14030 for a Temporary Water Use Permit  
Texas Water Code § 11.138, Requiring Limited Mailed Notice  
Brazos River, Brazos River Basin  
Austin and Waller Counties

Dear Ms. Kelton:

This acknowledges receipt of additional information on December 17, 2024, and of fees in the amount of \$69.53 (Receipt No. M550785, copy attached) on January 9, 2025.

The application was declared administratively complete and filed with the Office of the Chief Clerk on January 17, 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 [Natalia.Ponebshek@tceq.texas.gov](mailto:Natalia.Ponebshek@tceq.texas.gov) or by telephone at (512) 239-4641.

Sincerely,

*Natalia Ponebshek*

Natalia Ponebshek, Project Manager  
Water Rights Permitting Team  
Water Rights Permitting and Availability Section

Attachment



09-JAN-25 03:32 PM

TCEQ - A/R RECEIPT REPORT BY ACCOUNT NUMBER

<u>Fee Description</u>	<u>Fee Code</u>	<u>Account#</u>	<u>Account Name</u>	<u>Ref#1</u>	<u>Ref#2</u>	<u>Paid In By</u>	<u>Check Number</u>	<u>CC Type</u>	<u>Card Auth.</u>	<u>User Data</u>	<u>Tran Code</u>	<u>Rec Code</u>	<u>Slip Key</u>	<u>Document#</u>	<u>Tran Date</u>	<u>Tran Amount</u>	
WTR USE PERMITS	WUP			M550785			60138								09-JAN-25	-\$69.53	
	WUP			14030			010925	N							D5801749		
WATER USE PERMITS				SWCA INC			VHERNAND	CK									
	WUP			M550786			60136								BS00113477	09-JAN-25	-\$44.60
	WUP			14032			010925	N							D5801749		
WATER USE PERMITS				SWCA INC			VHERNAND	CK									
	WUP			M550787			60137								BS00113477	09-JAN-25	-\$57.31
	WUP			14031			010925	N							D5801749		
WATER USE PERMITS				SWCA INC			VHERNAND	CK									
Total (Fee Code) :																-\$171.44	
Grand Total:																-\$25,945.77	

RECEIVED

JAN 10 2025

Water Availability Division

## Natalia Ponebshek

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**From:** Natalia Ponebshek  
**Sent:** Friday, January 10, 2025 3:52 PM  
**To:** Susan Fischer  
**Cc:** Leslie Kelton; Chris Kozlowski; Humberto Galvan  
**Subject:** RE: Blackfin Pipeline LLC, WRTP 14030, 14031, 14032 RFI

Good afternoon,

We received the checks and information provided and are reviewing your response.

Thank you,

Natalia Ponebshek, Project Manager  
Water Rights Permitting Team  
Water Rights Permitting and Availability Section  
(512) 239-4641

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**From:** Susan Fischer [REDACTED] >  
**Sent:** Friday, January 10, 2025 12:28 PM  
**To:** Natalia Ponebshek <Natalia.Ponebshek@tceq.texas.gov>  
**Cc:** Leslie Kelton [REDACTED] >  
**Subject:** RE: Blackfin Pipeline LLC, WRTP 14030, 14031, 14032 RFI

Good afternoon Natalia,

I just wanted to follow up on these RFIs and make sure you received the checks and the West Fork San Jacinto diversion location verification that we sent before the holiday break. And if there is anything else you need to complete your review please let me know.

Thanks,  
Susan

**Susan Fischer**  
Project Manager – Environmental

**SWCA Environmental Consultants**  
10245 W. Little York, Suite 600  
Houston, Texas 77040  
D 346.388.1157 | M 512.659.7013 | F 281.617.3227



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**From:** Natalia Ponebshek <[Natalia.Ponebshek@tceq.texas.gov](mailto:Natalia.Ponebshek@tceq.texas.gov)>  
**Sent:** Tuesday, December 17, 2024 12:48 PM



**To:** Susan Fischer [REDACTED] >  
**Cc:** Chris Kozlowski <[chris.kozlowski@tceq.texas.gov](mailto:chris.kozlowski@tceq.texas.gov)>; Humberto Galvan <[Humberto.Galvan@tceq.texas.gov](mailto:Humberto.Galvan@tceq.texas.gov)>  
**Subject:** Blackfin Pipeline LLC, WRTP 14030, 14031, 14032 RFI

Susan,

Confirmation of receipt. The attached documents were not included in the original submission.

Thank you,

Natalia Ponebshek, Project Manager  
Water Rights Permitting Team  
Water Rights Permitting and Availability Section  
(512) 239-4641

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**From:** Susan Fischer [REDACTED]  
**Sent:** Tuesday, December 17, 2024 11:14 AM  
**To:** Natalia Ponebshek <[Natalia.Ponebshek@tceq.texas.gov](mailto:Natalia.Ponebshek@tceq.texas.gov)>  
**Subject:** RE: Phone issues

No worries, I appreciate the effort!

I am supporting Blackfin Pipeline, LLC with the water rights permitting, so I was following up on the three RFIs we just received. We are getting the checks drafted and double checking the diversion site at the West Fork San Jacinto, but I wanted to check on the "written evidence" item. I thought I had provided a power of attorney certification for Leslie Kelton (attached), so I just wanted to know if I forgot to include those for these submittals, or if those had been included and you were needing some other documentation.

Thanks,  
Susan

**Susan Fischer**  
Project Manager – Environmental

**SWCA Environmental Consultants**  
10245 W. Little York, Suite 600  
Houston, Texas 77040  
D 346.388.1157 | M 512.659.7013 | F 281.617.3227



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**From:** Natalia Ponebshek <[Natalia.Ponebshek@tceq.texas.gov](mailto:Natalia.Ponebshek@tceq.texas.gov)>  
**Sent:** Tuesday, December 17, 2024 10:29 AM  
**To:** Susan Fischer [REDACTED]  
**Subject:** RE: Phone issues

I will look into the issue further, but my phone does not appear to be working properly at this time. How can I help you?

Thank you,

Natalia Ponebshek, Project Manager  
Water Rights Permitting Team  
Water Rights Permitting and Availability Section  
(512) 239-4641

---

**From:** Susan Fischer [REDACTED]  
**Sent:** Tuesday, December 17, 2024 10:19 AM  
**To:** Natalia Ponebshek <[Natalia.Ponebshek@tceq.texas.gov](mailto:Natalia.Ponebshek@tceq.texas.gov)>  
**Subject:** Phone issues

Hello,

I think we are trying to call each other right now, but I cannot hear anything when I answer. You can also try me on my cell below, but we can also just email if phone isn't going to work.

**Susan Fischer**  
Project Manager – Environmental

**SWCA Environmental Consultants**  
10245 W. Little York, Suite 600  
Houston, Texas 77040  
D 346.388.1157 | M 512.659.7013 | F 281.617.3227



December 19, 2024

Texas Commission on Environmental Quality  
P.O. Box 13087 MC-160  
Austin, TX 78711-3087  
(512) 239-4600

**Re: Request for Additional Information – WRTP 14030, 14031, 14032  
Blackfin Pipeline, LLC  
Blackfin Pipeline  
Austin, Waller, Montgomery, and Liberty Counties Texas**

Dear Natalia Ponebshek,

On December 16, 2024, Blackfin Pipeline, LLC (Blackfin) received your requests for information regarding three Temporary Water Rights Permit Applications (Nos. 14030, 14031, and 14032). On behalf of Blackfin, SWCA Environmental Consultants (SWCA), submitted written evidence on December 17, 2024 that Leslie Kelton is authorized to sign the applications for Blackfin, and Texas Commission on Environmental Quality (TCEQ) confirmed receipt same day. On December 18, 2024, SWCA confirmed the coordinates for WRTP 14031 Diversion Point 2 to be Latitude 30.269456°N, Longitude 95.494583°W, as calculated by TCEQ. And to satisfy the last request, please find enclosed three supplemental payment checks to cover the additional Use Fees and Notice Fees.

Should you have questions or require additional information/coordination please contact me at 720-556-2820 (email at [REDACTED]).

Sincerely,



Leslie Kelton  
Senior Project Manager  
Blackfin Pipeline, LLC

Attachments: Payment Checks (x 3)

**RECEIVED**  
**DEC 23 2024**  
**Water Availability Division**

## Natalia Ponebshek

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**From:** Susan Fischer <[REDACTED]>  
**Sent:** Wednesday, December 18, 2024 12:06 PM  
**To:** Natalia Ponebshek  
**Cc:** Chris Kozlowski; Humberto Galvan; Leslie Kelton  
**Subject:** RE: Blackfin Pipeline LLC, WRTP 14030, 14031, 14032 RFI

Hi Natalia,

Thank you for the confirmation. I will get the checks sent out shortly, and regarding the Diversion Point 2 coordinates for Application 14031, we are good with the TCEQ calculated coordinates you sent (Latitude 30.269456 °N, Longitude 95.494583 °W).

Thanks,  
Susan

**Susan Fischer**  
Project Manager – Environmental

**SWCA Environmental Consultants**  
10245 W. Little York, Suite 600  
Houston, Texas 77040  
D 346.388.1157 | M 512.659.7013 | F 281.617.3227



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**From:** Natalia Ponebshek <Natalia.Ponebshek@tceq.texas.gov>  
**Sent:** Tuesday, December 17, 2024 12:48 PM  
**To:** Susan Fischer <[REDACTED]>  
**Cc:** Chris Kozlowski <chris.kozlowski@tceq.texas.gov>; Humberto Galvan <Humberto.Galvan@tceq.texas.gov>  
**Subject:** Blackfin Pipeline LLC, WRTP 14030, 14031, 14032 RFI

Susan,

Confirmation of receipt. The attached documents were not included in the original submission.

Thank you,

Natalia Ponebshek, Project Manager  
Water Rights Permitting Team  
Water Rights Permitting and Availability Section  
(512) 239-4641

---

**From:** Susan Fischer <[REDACTED]>  
**Sent:** Tuesday, December 17, 2024 11:14 AM

**To:** Natalia Ponebshek <[Natalia.Ponebshek@tceq.texas.gov](mailto:Natalia.Ponebshek@tceq.texas.gov)>

**Subject:** RE: Phone issues

No worries, I appreciate the effort!

I am supporting Blackfin Pipeline, LLC with the water rights permitting, so I was following up on the three RFIs we just received. We are getting the checks drafted and double checking the diversion site at the West Fork San Jacinto, but I wanted to check on the “written evidence” item. I thought I had provided a power of attorney certification for Leslie Kelton (attached), so I just wanted to know if I forgot to include those for these submittals, or if those had been included and you were needing some other documentation.

Thanks,  
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**Susan Fischer**

Project Manager – Environmental

**SWCA Environmental Consultants**

10245 W. Little York, Suite 600

Houston, Texas 77040

D 346.388.1157 | M 512.659.7013 | F 281.617.3227



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**Subject:** RE: Phone issues

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Natalia Ponebshek, Project Manager  
Water Rights Permitting Team  
Water Rights Permitting and Availability Section  
(512) 239-4641

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**From:** Susan Fischer [REDACTED]

**Sent:** Tuesday, December 17, 2024 10:19 AM

**To:** Natalia Ponebshek <[Natalia.Ponebshek@tceq.texas.gov](mailto:Natalia.Ponebshek@tceq.texas.gov)>

**Subject:** Phone issues

Hello,

I think we are trying to call each other right now, but I cannot hear anything when I answer. You can also try me on my cell below, but we can also just email if phone isn't going to work.

**Susan Fischer**

Project Manager – Environmental

**SWCA Environmental Consultants**

10245 W. Little York, Suite 600

Houston, Texas 77040

D 346.388.1157 | M 512.659.7013 | F 281.617.3227



# 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](http://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

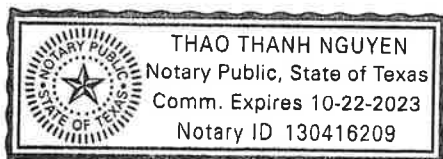
Title: Senior Vice President, Blackfin Pipeline, LLC

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

## Natalia Ponebshek

---

**From:** Natalia Ponebshek  
**Sent:** Monday, December 16, 2024 5:35 PM  
**To:** [REDACTED]  
**Cc:** Chris Kozlowski; Humberto Galvan  
**Subject:** Blackfin Pipeline LLC, WRTP 14030 RFI  
**Attachments:** Blackfin\_Pipeline\_LLC\_14030\_RFI 1\_Sent\_12.16.2024.pdf

Good afternoon,

Please find the attached request for information for the abovementioned application. A response is due by January 15, 2025. Please let me know if you have any questions regarding this request.

Thank you,

Natalia Ponebshek, Project Manager  
Water Rights Permitting Team  
Water Rights Permitting and Availability Section  
(512) 239-4641

Jon Niermann, *Chairman*  
Bobby Janecka, *Commissioner*  
Catarina R. Gonzales, *Commissioner*  
Kelly Keel, *Executive Director*



## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

*Protecting Texas by Reducing and Preventing Pollution*

December 16, 2024

Ms. Leslie Kelton, Project Manager  
Blackfin Pipeline, LLC  
100 Congress Ave., Ste. 2200  
Austin, TX 78701-4072

**VIA E-MAIL**

RE: Blackfin Pipeline, LLC  
WRTP 14030  
CN606266211, RN112067772  
Application No. 14030 for a Temporary Water Use Permit  
Texas Water Code § 11.138, Requiring Limited Mailed Notice  
Brazos River, Brazos River Basin  
Austin and Waller Counties

Dear Ms. Kelton:

This acknowledges receipt, on October 16, 2024, of the referenced application and fees in the amount of \$251.25 (Receipt No. M541353, copy attached).

The Brazos Watermaster Program previously granted a one-year temporary water use permit at the same location requested in the application. Therefore, staff can only issue a temporary permit for a maximum of two years pursuant to Texas Water Code § 11.138(d) which states that the Commission may not issue a temporary permit for a period exceeding three calendar years.

Additional information and fees are required before the application can be declared administratively complete.

1. Provide written evidence that Leslie Kelton is authorized to sign the application for Blackfin Pipeline, LLC, pursuant to Title 30 Texas Administrative Code (TAC) § 295.14(5) which states:

If the applicant is a corporation, public district, county, municipality or other corporate entity, the application shall be signed by a duly authorized official. Written evidence in the form of by-laws, charters, or resolutions which specify the authority of the official to take such action shall be submitted. A corporation may file a corporate affidavit as evidence of the official's authority to sign.

2. Remit fees in the amount of **\$69.53** as described below. Please make check payable to the Texas Commission on Environmental Quality or the TCEQ.

Filing Fee (WRTP $\geq$ 10 acre-feet)	\$ 250.00
Recording Fee	\$ 1.25
Use Fee (\$1.00 per acre-foot x 46.03 acre-feet)	\$ 46.03
<u>Notice Fee (\$0.94 x 25 WR Holders)</u>	<u>\$ 23.50</u>
TOTAL FEES	\$ 320.78
<u>FEES RECEIVED</u>	<u>\$ 251.25</u>
<b>TOTAL FEES DUE</b>	<b>\$ 69.53</b>

Ms. Leslie Kelton  
Application No. 14030  
December 16, 2024  
Page 2 of 2

Please provide the requested information and fees by January 15, 2025 or the application may be returned pursuant to Title 30 TAC § 281.18.

If you have any questions concerning this matter, please contact me via e-mail at [Natalia.Ponebshek@tceq.texas.gov](mailto:Natalia.Ponebshek@tceq.texas.gov) or by telephone at (512) 239-4641.

Sincerely,

*Natalia Ponebshek*

Natalia Ponebshek, Project Manager  
Water Rights Permitting Team  
Water Rights Permitting and Availability Section

Attachment



# Basis2 Receipt Report by Endorsement Number

NOV-15-24 04:27 PM

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>
TRINITY RIVER/TRINITY RIVER BASIN	M541353		SWCA INC	CK	60122		BS00111413	15-OCT-24	\$251.25

# 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, LLC
- B. Mailing Address: 100 Congress Avenue, Suite 2200, Austin, Texas 78701
- C. Telephone Number: (720) 556-2820 Fax Number: \_\_\_\_\_ E-mail Address: [REDACTED]
- 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 Austin & Waller

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:**  
46.03 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 Brazos River, tributary of N/A, tributary of N/A, tributary of N/A, Brazos River Basin.

5. **Location of Diversion Point 1 (i.e., east bank/side diversion location):**  
At Latitude 29.897619 °N, Longitude -96.126171 °W, ((at) or (near) the stream crossing of), (at a reservoir in the vicinity of) HWY 529 (R-O-W) (Highway), located in Zip Code 77418, located 8.66 miles in a southeast direction from Bellville (County Seat), Austin County, and located 14.04 miles in a south direction from Hempstead (County Seat), Waller County, and 2.10 miles in a southeast direction from Burleigh, 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 29.897390 °N, Longitude -96.126646 °W, ((at) or (near) the stream crossing of), (at a reservoir in the vicinity of) HWY 529 (R-O-W) (Highway), located in Zip Code 77418, located 8.63 miles in a southeast direction from Bellville (County Seat), Austin County, and 2.10 miles in a southeast direction from Burleigh, 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.

Leslie Kelton  
Name (sign)

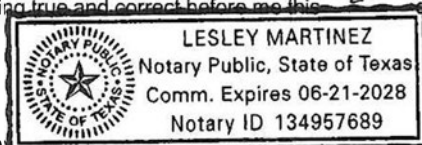
Leslie Kelton  
Name (print)

RECEIVED

Subscribed and sworn to me as being true and correct before me this 24th day of October, 2024

OCT 16 2024

Water Availability Division



Lesley Martinez  
Notary Public, State of Texas

1045

1

October 8, 2024

Texas Commission on Environmental Quality  
P.O. Box 13087 MC-160  
Austin, TX 78711-3087  
(512) 239-4600

**Re: Request for Temporary Water Use Permit, Up to 46.03 Acre-Feet  
Blackfin Pipeline, LLC  
Blackfin Pipeline  
Austin and Waller Counties, Texas**

Dear Texas Commission on Environmental Quality:

Blackfin Pipeline, LLC (Blackfin) requests permission to withdraw water from the Brazos River in Austin and Waller Counties, Texas to hydrostatically test the Blackfin Pipeline. Specifically, Blackfin proposes to withdraw up to 46.03 acre-feet (15,000,000 gallons) of water between the east bank diversion (29.897619°, -96.126171°) and west bank diversion (29.897390°, -96.126646°) 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 the Brazos River 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.

Construction began on October 7, 2024, and based on the current project schedule, which is subject to change, estimates construction 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 [REDACTED]). 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

RECEIVED

OCT 16 2024

Water Availability Division

CK # 40122

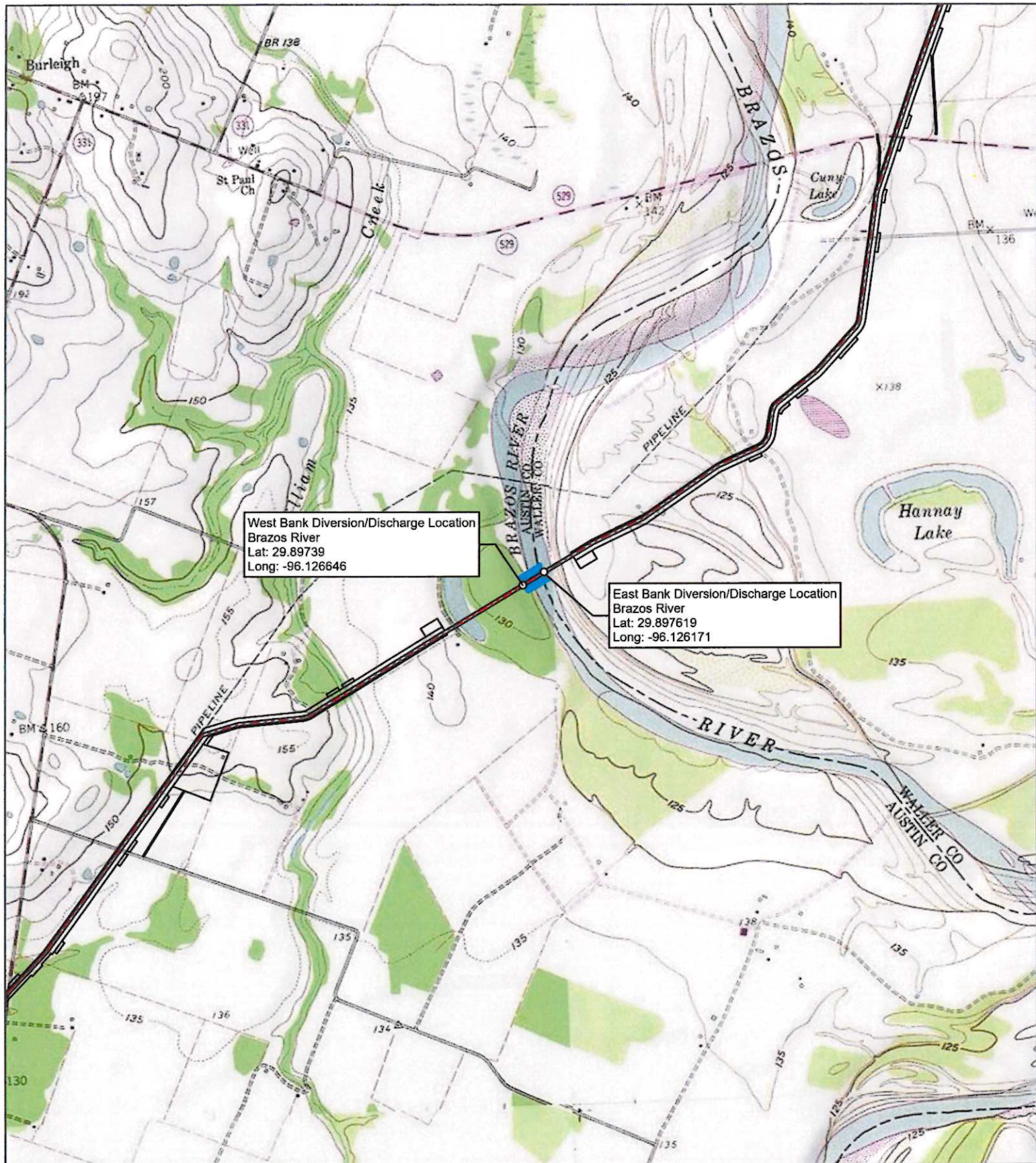


**ATTACHMENT 1**

**Form TCEQ-10202**

## **ATTACHMENT 2**

### **Maps**



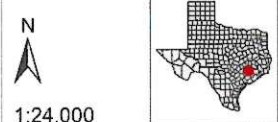
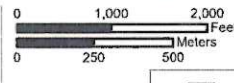
BLACKFIN PIPELINE PROJECT  
USACE GALVESTON DISTRICT

## Hydrotest Location Map

Brazos River

- Project Centerline
- Hydrotest Location
- Workspace
- Surveyed Waterbody

Waller County, Texas  
NAD 1983 StatePlane Texas  
Central FIPS 4203 Feet  
29.8974°N 96.1266°W



1:24,000

**SWCA**  
ENVIRONMENTAL CONSULTANTS

Base Map: Esri ArcGIS Online,  
accessed October 2024  
Updated: 10/2/2024  
Project No. 80282  
Layout: BFP Hydrotest Mapbook  
Aprx: 80282 Blackfin Pipeline NR

## **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**



CAUSE NO. 24CV-6643

BLACKFIN PIPELINE, LLC,	§	EMINENT DOMAIN PROCEEDING
<i>Plaintiff,</i>	§	
	§	
vs.	§	COUNTY COURT AT LAW
	§	
KELLY ALLEN BEDRICH, TRUSTEE OF	§	
THE KELLY ALLEN BEDRICH 2012	§	
TRUST, et al.	§	
<i>Defendants.</i>	§	AUSTIN COUNTY, TEXAS

**AWARD OF SPECIAL COMMISSIONERS**

BE IT REMEMBERED that the above-styled and numbered proceeding came on to be heard before the undersigned, three disinterested real property owners and residents of the County, heretofore appointed as Special Commissioners by the Judge to assess the damages caused by this condemnation proceeding, and came Plaintiff, BLACKFIN PIPELINE, LLC, represented by counsel, and all parties present having announced ready, the Special Commissioners proceeded to hear evidence and arguments of counsel for the parties and make the following findings:

1. That Plaintiff, BLACKFIN PIPELINE, LLC, acting by and through its attorneys, duly filed its Original Petition and Statement for Condemnation wherein, upon the facts and for the purposes therein stated, it sought a judgment of condemnation vesting in Plaintiff certain easement rights, in and over certain land situated in said county, owned, or in which an interest is claimed, by the Defendant. Said easement rights are more particularly described in said Original Petition and Statement for Condemnation, to which reference is made and which is made a part hereof for all purposes.

2. That upon consideration of said Original Petition and Statement for Condemnation filed by Plaintiff, the Judge appointed the undersigned three disinterested real property owners and residents of said county to be Special Commissioners to assess the damages caused by the condemnation of the aforesaid easement rights.

3. That thereafter the undersigned Special Commissioners duly qualified as such, each taking the oath prescribed by law, which oaths are on file among the papers in this proceeding.

4. That after having so qualified, the undersigned Special Commissioners by written

order duly designated the date, time, and place for hearing the Original Petition and Statement for Condemnation.

5. That the undersigned Special Commissioners duly and timely issued written notice of said date, time and place of hearing in proper form; the notice with written return of same was returned to the undersigned Special Commissioners on or before the above-said date of hearing, and the Defendant was duly and timely served with notice and notified in the manner provided by law of such hearing and the date, time and place thereof.

6. That the undersigned Special Commissioners convened on the 27<sup>th</sup> day of August 2024, and Plaintiff appeared by and through its attorneys, and the Defendant, its agent(s) or attorney(s) appeared as follows:

Neither landowner, nor its attorney attended

The undersigned Special Commissioners proceeded to hear evidence as to the damages that will be sustained by the Defendant by reason of the condemnation of said easement rights and damages, if any, to the remainder of Defendant's property lying outside the property acquired.

Based on the evidence presented to us, having assessed the actual damages which will accrue to the owner(s) of the land by reason of such condemnation in accordance with the laws of the State of Texas, we have reduced to writing as required by law and state herein the amount of damages due the owner(s) of said land by reason of the condemnation by Plaintiff, BLACKFIN PIPELINE, LLC, of said easement rights upon, across, over, under and through said land as follows:

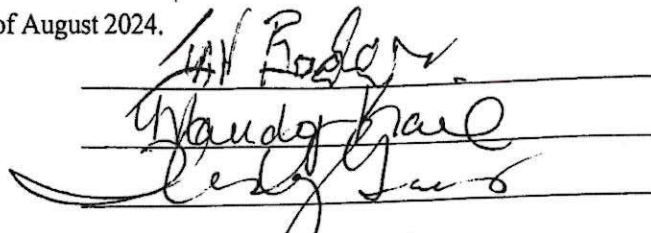
(1) We assess the damages to be paid by Plaintiff for the condemnation of said easement rights to be the amount of \$ 300,000 and we do now hereby award such damages to said Defendant.

(2) We award to Plaintiff, BLACKFIN PIPELINE, LLC, said easement rights described in Plaintiff's Original Petition and Statement for Condemnation with attached exhibits, for the purposes and to the extent prayed for in said Original Petition and Statement for Condemnation.

(3) We further decide and adjudge that all costs of this proceeding be paid by Plaintiff.



SIGNED AND DATED this 27<sup>th</sup> day of August 2024.


  
SPECIAL COMMISSIONERS

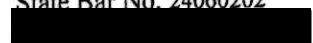
SUBMITTED BY:

**BAKER MORAN DOGGETT MA & DOBBS LLP**

By: /s/ Michael E. Ma

JOHN P. BAKER  
State Bar No. 24040460

  
MICHAEL E. MA  
State Bar No. 24060202

  
1400 Preston Road, Suite 295  
Plano, Texas 75093-3601  
Telephone: (469) 351-3500  
Facsimile: (469) 351-3490

**ATTORNEYS FOR PLAINTIFF  
BLACKFIN PIPELINE, LLC**

**INFORMATION TO JUDGE REGARDING TIME SPENT BY SPECIAL COMMISSIONERS**

To assist the Judge in setting the Special Commissioners' fees as set forth in Section 21.047(c) of the Texas Property Code, the Special Commissioners inform the Judge that the following time was spent by the Special Commissioners in this eminent domain proceeding:

~~4~~ Hours Ian Bader  
4 Hours Mandy Kainer  
4 Hours Debby Guerrero

SIGNED AND DATED this 27<sup>th</sup> day of August 2024.

Ian Bader  
Mandy Kainer  
Debby Guerrero

**MEMORANDUM OF FILING**

The foregoing Award of Special Commissioners and Statement of Commissioners Costs connected with the above-styled and numbered proceeding were filed with the Court on this 3 day of September, 2024.

Daniel W. Reedy  
JUDGE PRESIDING

FILED

2024 SEP -3 AM 11:06

Project: Blackfin  
Tract No.: BFP-TX-WLR-0049.000  
BFP-TX-WLR-0049.000-TA  
Waller County, TX

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

**EASEMENT AND RIGHT OF WAY AGREEMENT**

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

This Easement and Right of Way Agreement (the "Agreement"), is by and between **SWEET LAKE LAND & OIL CO., LLC, A LOUISIANA LIMITED LIABILITY COMPANY**, and **THE NORTH AMERICAN LAND COMPANY, LLC, A LOUISIANA LIMITED LIABILITY COMPANY**, whose address is PO BOX 997, LAKE CHARLES, LOUISIANA 70602 (hereinafter collectively 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"). Grantor and Grantee are collectively referred to herein as the "Parties" or individually as a "Party".

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, and subject to the terms and conditions set forth herein, 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") for the transportation of natural gas, not to exceed forty-eight inches (48") in nominal diameter (including any protective coating or wrapping), and those certain above- and below-ground appurtenant facilities as described and specifically authorized in this Agreement, in, over, through, across, under, and along the lands owned by Grantor in Waller County, Texas (the "Lands") all as more particularly described by the legal description on **Exhibit "A"**, attached hereto and incorporated herein, and said easement route on the Lands is more particularly described and shown by the plats on **Exhibit "A"** attached hereto and incorporated herein for all purposes (the "Easement Area"). The Easement Area shall contain a total of 565.96 rods, shall extend for a total of 9,338.35 feet in length, shall be fifty (50') feet wide and, as far as reasonably practicable, the Pipeline shall be located on the centerline of the Easement Area.

For the same consideration referenced above, Grantor does also hereby GRANT, BARGAIN, SELL, and CONVEY unto Grantee (i) non-exclusive temporary workspaces across the Lands being a total of 20.93 acres, as shown by the plats on **Exhibit "A"** attached hereto (collectively, the "Temporary Easement Area"), in order to construct the Pipeline and any appurtenant facilities authorized herein, and (ii) non-exclusive temporary access on, over, through, across, and along that portion of the Lands, totaling twenty (20') feet wide and 0.298



acres in total and extending for a total of 648.12 feet in length, as shown by the plats on Exhibit "A" attached hereto (the "Temporary Access Area"), for the purpose of ingress and egress by Grantee and its employees, designees, contractors, successors and assigns, and all those acting by or on behalf of Grantee, for the unobstructed passage of persons, vehicles, equipment and/or machinery, together with the non-exclusive right to use any existing roadway on, over, and within the Temporary Access Area and/or to protect, inspect, repair, reconstruct, restore, improve, upgrade, maintain, and use any existing roadway on, over, and within the Temporary Access Area, including ditches, culverts, and drains (the Temporary Easement Area and the Temporary Access Area are hereinafter collectively referred to as, the "Temporary Easement") (the "Easement Area" and "Temporary Easement" are hereinafter collectively referred to as, the "Easements"). The term of the Temporary Easement shall be for a period to extend eighteen (18) months from the date of the initial Pipeline construction commencement on the Lands, not including any delays or stoppages due to any event of Force Majeure, as defined herein, which Grantee proceeds to remove or resolve in good faith and using its best efforts. However, if Grantee has completed its use of the Temporary Easement prior to the expiration of said 18-month period, then the Temporary Easement shall immediately terminate. Thereafter, Grantee shall have no further right to use, for any purpose whatsoever, the Temporary Easement without the prior written consent of Grantor except in the case of an emergency, and Grantee's rights hereunder shall be confined to the Easement Area. In the event of an emergency, Grantee shall notify Grantor of the emergency as soon as is reasonably possible and provide Grantor with specific details of the emergency, if known or reasonably ascertainable. Grantee shall also provide Grantor with written notice after any maintenance or repair activities have been completed or the abatement of the emergency. All rights, duties and/or obligations arising by or under this Agreement shall only apply to the Temporary Easement 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. Grantee shall, prior to commencing construction, flag the entire route of the Pipeline and shall also flag the outside limits of the Easements herein granted. These flags shall be erected in such a manner so as to be clearly visible before and during all initial construction work. Grantee, its successors, assigns, contractors, and/or agents shall have no rights outside the flagged limits of the Easements. All such flags shall be removed after the initial construction, and no above ground appurtenances shall be placed on the Lands, except as limited below:

It is further agreed as follows:

1. The right to use the Easements shall belong to Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, upgrading, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, relocating within the boundaries of the Easement Area, abandoning in place and removing at will, in whole or in part, the Pipeline for the transportation of natural gas, together with those authorized above- and below-ground appurtenances, equipment, and facilities, as defined herein, including but not limited to valves, controls, cathodic protection devices, measuring and regulating facilities, communication lines, markers, signs, vent pipes, below ground alternative current mitigation equipment, and other equipment, as may be necessary or required by law for the operation of the Pipeline, in, over, through, across, under and along the Easement Area and expressly subject to the limitations set forth in Paragraph 2, below (collectively, the "Appurtenances"). Grantee may not grant a third party access to the Easements for a purpose that is unrelated to the rights granted in this

Agreement, and any such third-party access shall be in compliance with the terms of this Agreement.

2. Notwithstanding anything in this Agreement to the contrary, Grantee shall cause no above-ground Appurtenances to be constructed on the Easements, with the exception of the minimum safety and operational Appurtenances required by law for the safe operation of the Pipeline, including, without limitation, cathodic test leads and pipeline markers. Any such above ground Appurtenances required by law will be placed at fence lines, property lines, pipeline crossings, river or creek crossings, road crossings, or at other locations only as required by applicable law, regulation, or rule. Prior to installing any legally required above ground Appurtenances, Grantee shall inform Grantor and shall consider, in good faith, any location for such Appurtenances requested by Grantor. Grantee shall not place or leave any other Appurtenances, equipment, improvements, or structures on the surface of the Easements or the Lands without the prior written consent of Grantor.
3. Grantee shall bury and maintain the Pipeline within in the Easement Area to a minimum depth of forty-eight inches (48") below the surface of the ground and any then existing drainage ditches, creeks and roads, except at those locations where rock is encountered, where the Pipeline may be buried at a lesser depth. 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, as well as other Appurtenances described herein. Except for immediately after construction when a berm of approximately four (4") to six inches (6") may be left for settlement, Grantee agrees to level all ruts, mounds, ridges, and depressions caused by each operation or activity conducted by Grantee on Grantor's Lands, and upon the reasonable request of Grantor at any time up to but not exceeding one (1) year after the Pipeline is repaired, replaced, or removed or any subsequent excavation event that significantly disturbs the Lands, return to this right-of-way and correct, level, and restore as nearly as reasonably practical to the original ground level, any further significant settlement of the soil that shall occur as a result of Grantee's operations or activity following the previous filling or leveling of same. If Grantee open trenches areas of the Easement Area that are then currently used as cropland, Grantee will remove the top approximately twelve inches (12") of topsoil (or the actual amount if less than twelve inches) from the Pipeline trench. In backfilling the Pipeline trench, Grantee will "double ditch" and replace the topsoil to its original position relative to the subsoil.
4. Grantee shall have the right of ingress, egress, entry and access in, to, through, on, over, under, and across the Easement Area (and the Temporary Easement while in existence) and where same intersect any public road or public right-of-way or other easement to which Grantee has the right to access or as otherwise allowed in writing by separate agreement with Grantor, for any and all purposes necessary and/or incident to the exercise by Grantee of the rights granted to it by this Agreement. Grantee's right of ingress and egress is further limited to Grantee's employees, contractors, agents, or assigns and for the purposes set forth in this Agreement. After the initial construction and installation of the Pipeline, Grantee shall give notice to Grantor before entering Grantor's Lands at least twenty-four (24) hours before entering or accessing same and shall advise Grantor of Grantee's representative while on the Lands. Grantee shall exercise its rights of ingress and egress with as minimal interference as reasonably possible to Grantor's operations. Grantee shall also notify Grantor reasonably promptly upon the completion of Grantee's maintenance or inspection work. Grantor's representative(s) shall be entitled to witness

Grantee's maintenance and inspection activities in compliance with Grantee's safety guidelines.

5. Grantee acknowledges that the Lands over which the Easements are granted, as well as adjacent property belonging to Grantor, are devoted to recreational, ranching, and agricultural production, and are intensively managed. During Pipeline construction and any subsequent altering, repairing, removing, or replacing of said Pipeline, Grantee agrees that it will leave earthen plugs in the ditch line as is reasonably sufficient to permit Grantor, Grantor's tenants and, or lessee's equipment and/or livestock, to cross the ditch at reasonable locations along the Easements. After the initial construction and installation of the Pipeline, Grantee agrees to conduct its operations so as to minimize interference, as reasonably practicable, with Grantor's recreational, ranging, and agricultural operations or any mineral interest owner of the Lands, or their respective lessees. 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 an emergency involving the safe operation of the Pipeline, Grantee may reasonably use other necessary portions of the Lands if Grantee determines it is necessary to address the emergency. After the initial construction of the Pipeline, Grantor reserves the right to cross the Easement Area at any and all times and at any and all locations that weather and soil conditions permit using any vehicle of its choosing.
6. The location of the Easements on the Lands, including their maximum widths, is shown by the plats on **Exhibit "A"**. Within six (6) months after the completion of the construction and installation of the Pipeline, Grantee shall furnish to Grantor an "as built" survey, in electronic format, showing the exact courses, cover depth, distances, and location of the Pipeline as actually laid and constructed within the Easement Area. If applicable, Grantee shall also furnish Grantor with a copy of any land or boundary surveys made of or on Grantor's Land. Any section or quarter section corners or any boundary corners of Grantor's Land that fall within the limits of the Pipeline shall be so referenced so that the monuments, pipes, or iron rods marking said corners may be relocated to their original positions by a licensed Texas surveyor. To the extent (i) the "as built" survey reveals that the Pipeline is longer than the length identified on Page 1 or (ii) the Temporary Easement is greater than the amount of acreage identified on Page 1, above, Grantee shall compensate Grantor on a proportionate per rod or per acre basis, as applicable, for the difference in length. In no event shall Grantor be required to reimburse Grantee if the "as built" survey reveals the Pipeline is shorter or the Temporary Easement is smaller than the length identified on Page 1.
7. If, at any time after five (5) years from the Effective Date, Grantee should cease to use the Pipeline and if such cessation of use should continue for an uninterrupted period of twenty-four (24) consecutive months, this Agreement shall terminate *ipso facto* and all rights granted hereunder shall revert back to Grantor, Grantor's heirs, legal representatives, and assigns; provided, however, such twenty-four (24) 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, as defined herein. Transportation of natural gas in non-commercial quantities for maintenance or other similar purposes will not maintain this Easement for the purposes of the time periods set forth herein. At any time after seven (7) years after the Effective Date, but not more than once every two (2) years, Grantor may, upon written request, ask that Grantee certify, in writing, whether Grantee or its predecessors ceased use of the Pipeline for any period of twenty-four (24) consecutive months or more during the two (2) years immediately preceding such request,



and Grantee covenants and agrees to respond in writing to such request within thirty (30) days after Grantee receives such written request.

8. The initial consideration paid by Grantee in this Agreement includes payment for the Easements, any and all damages or diminution in value 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 located within the area subject to the Easements. The initial consideration does not cover any subsequent damages, which may accrue from time to time after the initial construction of the Pipeline to Grantor's operations, the Lands, Grantor's other lands, or the Easement Area by reason of the operation, maintenance, repair, inspection, replacement, abandonment, or removal of the Pipeline or any Appurtenances. Except as otherwise provided in this Agreement, Grantee shall promptly report any damages to the Lands or the property of Grantor or its lessees and tenants and shall pay Grantor for any and all other such reasonable damages promptly as they may accrue. Grantee also covenants and agrees to pay Grantor for the actual damage to any existing and future crops, livestock, and game, including but not limited to deer or cattle, as a result of any product or material being leaked, spilled, or otherwise discharged from the Pipeline. Any such claims shall be submitted in writing and accompanied by reasonable documentation supporting the same.
9. Grantee acknowledges either the presence of livestock and game or the possibility that livestock or game will be present on and about the Lands and adjacent lands owned by Grantor and Grantee acknowledges and agrees with the importance of maintaining complete enclosures at all times. Accordingly, Grantee shall maintain complete enclosures at all times where fences or gates exist, whether now or in the future, especially to protect Grantor's livestock and game, and all such fences and gates shall be restored promptly after any entry upon or use of any of Grantor's Land. 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; provided, however, that Grantee shall also promptly repair any "cuts" in fences or gates and repair and reinstall any fences or gates removed with materials equal to or greater in quality. 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 and to ensure that all fences are maintained at their existing tension or stronger. Before the fence wire is cut, it is to be attached to the posts in a manner so 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 and game from passing through same. All fence braces placed by Grantee are to be constructed to be equal to or greater in strength, quality, and durability than the existing fence. All posts installed by Grantee shall be not less than six inches (6") in diameter and eight feet (8') in length, with such posts to be placed on each side of a fence opening or gap. 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 as 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. Grantee also agrees to keep its personnel at each "cut" in fences and gates, and all fences and gates that are cut,

removed, or altered in any way by Grantee at all times during which the "cut" or gate shall remain open to ensure that no livestock or game are released or escape.

10. Grantor reserves the right to use and enjoy 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 granted as set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easement Area: (1) construct any temporary or permanent building or site improvements (except for fencing); (2) drill or operate any well on the Easements but a well can be directionally drilled under the Easement Area subject to the terms of Paragraph 15, below; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that except for industry standard fencing, no above- or below-ground obstruction that may interfere with the purposes for which this Agreement is being acquired may be placed, erected, installed or permitted upon the Easement Area without the prior written permission of Grantee, which shall not be unreasonably withheld, conditioned, or delayed. Grantor, Grantor's heirs, successors and assigns reserve the right, after at least forty-five (45) days prior written notice and approval to Grantee, said approval not to be unreasonably withheld, conditioned, or delayed, 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 contained in Grantee's "General Pipeline Encroachment Guidelines" (2023 Version), 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 promptly be eliminated upon receipt of written notice from Grantee. Additionally, if any such violation poses an immediate and good faith danger to the operation of the Pipeline, Grantee shall have the immediate right to correct or eliminate such violation at the sole risk and expense of Grantor provided that Grantee shall not remove any fences or gates that result in an incomplete enclosure without prior written notice to Grantor. Grantor further agrees that it will not hereafter interfere in any manner with the purposes for which the Easements are conveyed. Unless there exists an immediate and good faith danger to the operation of the Pipeline, Grantee shall give Grantor forty-eight (48) hours' written notice of its intent to remove any improvement, facility, or structure that interferes with the purposes for which this Agreement is granted and which is installed on the Easement Area (or Temporary Easement while same is in effect) by Grantor subsequent to the Effective Date. If Grantor does not remove said improvement, facility, or structure within this time, Grantee may remove same without liability to Grantor for damages to the improvement, facility, or structure identified by Grantee unless Grantee previously approved the improvement, facility, or structure pursuant to the provisions of this paragraph. Grantor agrees that before performing any excavation work within the Easement Area, it will satisfy all Texas one-call requirements.
11. Grantor also reserves the right to grant other easements, permits, or rights-of-way to others which may intersect or cross Grantee's Pipeline, provided that the construction or installation under any subsequent grants shall be carried out so as not to create any hazard or impediment to or interfere with Grantee's rights under this Agreement. Grantee agrees to permit this construction and other activities by other entities not a party to this Agreement, over, across, and/or parallel to Grantee's Easements, provided that such construction activities conform to Grantee's "General Pipeline Encroachment Guidelines"



(2023 Version), and provided further that any such lease, grant, or other contract shall not interfere with the maintenance, use, and safe operation of the Pipeline by Grantee.

12. 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 (the Temporary Easement only while in effect) and, thereafter, from time to time, without paying any damages to Grantor, on the Easement Area, to prevent possible interference with the operation and maintenance of the Pipeline, and other Appurtenances described herein, and/or to remove possible hazards located on the Easement Area, 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 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 Appurtenances. Grantee shall be prohibited from leaving any equipment (including but not limited to, welding rods, grinding blades, buffing wheels, or other metal devices) on the Easement Area or buried in the pipeline ditch. All trees and brush removed during construction and other trash and debris generated during construction, operation, repair, maintenance, or abandonment shall be burned and/or chipped in a safe and workmanlike manner so as to not cause a wildfire on the Lands and spread on the Easements or removed to a disposal site located off of the Lands. The method of disposal shall be selected by Grantee. No chemical control, aerial or otherwise, shall be allowed, except with specific written permission from Grantor in advance and on a case-by-case basis.
13. Neither Grantee nor its agents, invitees, employees, independent contractors, or anyone connected with Grantee's operations shall have any right to fish or hunt any animals on the Lands or any other lands owned by Grantor, and no firearms of any kind or any implements designed to be used in hunting game shall be brought by them onto the Lands or onto any other lands owned by Grantor. Grantee shall use due diligence to prevent anyone who uses the Lands in connection with Grantee's operations from disturbing, hunting, fishing, or shooting at, or killing wild game, and/or from bringing or keeping any type of dog or other animal on such property. It is intended that this provision requires Grantee to be responsible for all parties claiming to use the Lands in connection with Grantee's operations and Grantee shall be responsible for each such violation by any party using the Lands as a result of or arising out of any act or omission of Grantee, Grantee's agents, employees, contractors, subcontractors, or invitees. Grantee agrees to inform all of its employees, servants, agents, subcontractors, and invitees of the terms and provisions of this paragraph prior to allowing and/or directing any such parties to use the Lands by virtue of this Agreement.
14. Grantee shall install and maintain reasonable erosion control methods as necessary to prevent soil erosion on the Easement Area. Grantee agrees to reseed with a grass mixture or other vegetation reasonably approved or recommended by the Natural Resource Conservation Service or other similar organizations and after consultation with Grantor, or, if Grantee elects not to do so, Grantee will reimburse Grantor at four hundred dollars (\$400.00) per acre to reseed the same. After such payment, Grantee shall be released of any further obligations or liability relating to reseeding the Easement Area.
15. 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.

16. 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, removal, abandonment, and service of Grantee's Pipeline, associated equipment and Appurtenances thereto. All activities performed in connection with the Pipeline shall be done in a safe and workmanlike manner in accordance with proper engineering principles. During the term of this Agreement, Grantee is solely responsible for and shall maintain the Pipeline and all improvements and related Appurtenances in a state of safe condition and repair at all times. Grantor shall have no obligation whatsoever to maintain the Pipeline or the Easements (the Temporary Easements while in existence).
17. Grantee shall have the right for two (2) years following the expiration or termination of this Agreement (the "Restoration Period") to remove all Appurtenances and other property placed on or underneath the Easement Area or Lands by Grantee and to either remove its Pipeline or abandon the Pipeline in place. Grantee shall also restore the Lands subject to the Easements to their original condition as reasonably practicable as of the Effective Date pursuant to Paragraph 18, below, within the Restoration Period. If Grantee elects to abandon the Pipeline in place, Grantee shall ensure that the Pipeline is abandoned in an environmentally safe manner in accordance with all applicable laws, rules, and regulations and will disconnect the Pipeline from the gas transporter's tap, purge/clean/flush the Pipeline of all hydrocarbon bearing fluids or other hazardous materials, and seal and cap the ends of the Pipeline in compliance with all applicable regulatory requirements (collectively, the "Abandonment Procedures"). Grantee shall retain ownership of the Pipeline and all Appurtenances remaining within the Easement Area at all times, together with all liabilities or responsibilities associated therewith, or arising out of, related to, or occurring on account of the presence of the Pipeline on the Lands. Grantor shall not be responsible for damages of any kind (including but not limited to environmental damages) to any person or property upon the Lands, upon any other property belonging to Grantor (or its affiliates), or upon neighboring property belonging to others, arising from Grantee's retained ownership of the Pipeline and Appurtenances. The Restoration Period may be reasonably extended to allow Grantee to secure all necessary permits and approvals to comply with this Agreement upon written notice to Grantor, provided that (i) such permits and approvals were timely requested by Grantee during the initial Restoration Period and (ii) Grantee continues to pursue completion of the Abandonment Procedures in good faith and with reasonable diligence.
18. Grantee, at Grantee's sole cost and as soon as reasonably possible after any Pipeline construction, maintenance, or other activity, will backfill and restore the ground disturbed by Grantee's use of the Easements and Grantor's remaining property, if any, to its original condition as reasonably practicable as of the Effective Date, restore any roads within the Temporary Access Area damaged by Grantee's use of such areas to their 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. Grantee shall remove, or

otherwise remediate in accordance with all applicable environmental laws, any pollution or contamination of the surface or subsurface of Grantor's Lands resulting from the transmission of any liquids, gases, or mixtures thereof in or through the Pipeline or from any substances placed on Grantor's Lands by Grantee as a result of the activities, use, or operations of Grantee hereunder. The restoration obligations set forth in this Agreement shall be completed in accordance with all applicable environmental laws.

19. Grantee shall have no right, authority, or power to bind Grantor or any interest of Grantor in the Lands, as applicable, for any claim for labor or for material or for any other charge or expense incurred in construction of the Pipeline or any other improvements or in performing any construction, alteration, renovation, repair, refurbishment, or other work with regard thereto, nor shall Grantee engage in any activity that will render Grantor's interest in the Lands, subject to any lien or right of lien for any labor, materials, or other charge or expense incurred in connection therewith. Grantee shall not permit any mechanic's, contractor's, or materialman's lien or other lien to be placed upon any part of the Lands. If any liens or claims for labor or materials supplied or claimed to have been supplied to the Lands arising from any services or construction work of Grantee on Grantee's Pipeline, Appurtenances, or on any improvements on, under, or over the Easements, or any alteration, renovation, repair, refurbishment, or other work with regard thereto shall be filed in the records of Waller County, Texas, Grantee shall promptly pay or bond such liens to Grantor's reasonable satisfaction or otherwise obtain the release or discharge thereof; provided, however, that Grantee shall have the right to contest, in good faith and with reasonable diligence, the validity of any such lien or claimed lien provided that any such contest shall not result in the sale, foreclosure, or forfeiture of Grantor's interests in the Lands. **GRANTEE AGREES TO INDEMNIFY, DEFEND WITH COUNSEL OF GRANTEE'S CHOICE, SAVE, AND HOLD GRANTOR AND THE LANDS, FREE, CLEAR AND HARMLESS OF AND FROM ALL MECHANIC'S, CONTRACTOR'S, AND MATERIALMAN'S LIENS AND CLAIMS OF LIENS, INCLUDING REASONABLE ATTORNEYS' FEES, FOR ANY LIEN OR OTHER AMOUNTS OWED BY GRANTEE FOR ANY WORK PERFORMED ON THE PIPELINE OR APPURTENANCES ON GRANTOR'S LANDS.**

20. Defense and Indemnity.

- a. **TO THE FULLEST EXTEND PERMITTED BY APPLICABLE LAW, GRANTEE SHALL DEFEND, WITH COUNSEL OF GRANTEE'S CHOICE, INDEMNIFY, PROTECT, AND HOLD HARMLESS GRANTOR, AND GRANTOR'S HEIRS, SUCCESSORS, ASSIGNS, AND RELATED OR AFFILIATED ENTITIES, AS WELL AS THE DIRECTORS, OFFICERS, SHAREHOLDERS, MEMBERS, MANAGERS, EMPLOYEES, AND REPRESENTATIVES FOR EACH (THE "GRANTOR INDEMNIFIED PARTIES") , FROM ANY AND ALL LIABILITY, LIENS, CLAIMS, DEMANDS, COSTS (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES), EXPENSES, DAMAGES, LOSSES, AND CAUSES OF ACTION FOR DAMAGES OF ANY KIND, INCLUDING TO THE PROPERTY OF GRANTEE, ASSERTED BY GRANTEE AND/OR ITS EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, SUCCESSORS, ASSIGNS, AFFILIATES , OR THIRD PERSONS ACTING EXPRESSLY BY OR UNDER GRANTEE (COLLECTIVELY, THE "GRANTEE PARTIES") , OR ASSERTED BY ANY OTHER PERSONS OR ENTITIES EXCLUDING THE GRANTOR INDEMNIFIED PARTIES, AS**



THAT TERM IS DEFINED ABOVE, BECAUSE OF INJURY TO PERSONS (INCLUDING DEATH) AND INJURY OR DAMAGE TO OR LOSS OF ANY PROPERTY OR IMPROVEMENTS TO THE EXTENT CAUSED, DIRECTLY OR INDIRECTLY, BY (I) THE GRANTEE PARTIES' OPERATIONS OR ACTIVITIES ON THE EASEMENTS OR GRANTOR'S LANDS ADJACENT TO THE EASEMENTS; (II) THE GRANTEE PARTIES' USE OF THE EASEMENTS OR GRANTOR'S LANDS; (III) THE GRANTEE PARTIES' OWNERSHIP OR OPERATION OF THE PIPELINE AND APPURTENANCES; (IV) THE CONTAMINATION OR RELEASE OF ANY HAZARDOUS MATERIALS BY THE GRANTEE PARTIES; (V) GRANTEE'S VIOLATION OF ANY APPLICABLE STATE, FEDERAL, COUNTY, OR LOCAL ENVIRONMENTAL LAW, RULE, OR REGULATION; OR (VI) GRANTEE'S EXERCISE OF ANY RIGHTS GRANTED TO IT UNDER THIS AGREEMENT.

- b. AT GRANTEE'S SOLE COST, RISK AND EXPENSE, GRANTEE SHALL OBSERVE, COMPLY WITH AND CONFORM TO ALL PRESENT AND FUTURE MUNICIPAL, COUNTY, STATE AND FEDERAL LAWS, ORDINANCES, REGULATIONS, RULES, ORDERS AND DIRECTIVES APPLICABLE TO (I) THE CONSTRUCTION, MAINTENANCE, OPERATION, USE, REPAIR, REPLACEMENT AND REMOVAL OF THE PIPELINE AND ASSOCIATED APPURTENANCES, (II) CORRECTIVE ACTIONS REQUIRED TO ADDRESS THE RELEASE OF HAZARDOUS SUBSTANCES ARISING FROM GRANTEE'S OPERATIONS ("CORRECTIVE ACTIONS"), AND/OR (III) THE AUTHORIZED COMMODITIES OR PRODUCTS TRANSPORTED IN THE PIPELINE (COLLECTIVELY, "APPLICABLE LAWS"). GRANTEE SHALL DEFEND WITH COUNSEL OF GRANTEE'S CHOICE, INDEMNIFY, AND HOLD HARMLESS THE GRANTOR INDEMNIFIED PARTIES AGAINST THIRD-PARTY CLAIMS AND RELATED LOSSES, INCLUDING REASONABLE ATTORNEYS' FEES, CAUSED BY (A) THE VIOLATION OF APPLICABLE LAWS BY THE GRANTEE PARTIES OCCURRING AFTER THE EFFECTIVE DATE, (B) THE RELEASE OF HAZARDOUS SUBSTANCES ON THE LANDS TO THE EXTENT CAUSED BY GRANTEE OR ARISING FROM GRANTEE'S OPERATIONS OR GRANTEE'S USE OF THE EASEMENTS (AN "ENVIRONMENTAL RELEASE"), OR (C) GRANTEE'S CORRECTIVE ACTIONS APPLICABLE TO THE LANDS IN RESPONSE TO AN ENVIRONMENTAL RELEASE.
- c. INDEMNITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, GRANTEE'S INDEMNITY OBLIGATION SHALL NOT APPLY TO ANY LIABILITIES, LIENS, CLAIMS, DEMANDS, COSTS, EXPENSES, DAMAGES, LOSSES, OR CAUSES OF ACTION CAUSED BY THE GRANTOR INDEMNIFIED PARTY'S SOLE NEGLIGENCE, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR STRICT LIABILITY AS DETERMINED BY A FINAL, NONAPPEALABLE JUDGMENT BY A COURT OF COMPETENT JURISDICTION; HOWEVER, GRANTEE'S INDEMNITY OBLIGATION SHALL APPLY TO ALL OTHER LIABILITIES, LIENS, CLAIMS, DEMANDS, COSTS, EXPENSES, DAMAGES, LOSSES, OR CAUSES OF ACTION THAT ARE OCCASIONED, BROUGHT ABOUT, OR CAUSED, IN WHOLE OR IN

PART, BY THE FAULT OR NEGLIGENCE OF THE GRANTOR INDEMNIFIED PARTIES (OTHER THAN THE GRANTOR INDEMNIFIED PARTIES' SOLE NEGLIGENCE OR GROSS NEGLIGENCE AND REGARDLESS OF WHETHER SAID NEGLIGENCE BE CONTRIBUTORY OR COMPARATIVE), AND REGARDLESS OF WHETHER SUCH NEGLIGENCE OR FAULT BE ACTIVE OR PASSIVE, PRIMARY OR SECONDARY.

- d. **DEFENSE.** NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, GRANTEE'S DEFENSE OBLIGATION SHALL NOT APPLY TO ANY LIABILITIES, LIENS, CLAIMS, DEMANDS, COSTS, EXPENSES, DAMAGES, LOSSES, OR CAUSES OF ACTION CAUSED BY THE GRANTOR INDEMNIFIED PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; HOWEVER, GRANTEE'S DEFENSE OBLIGATION SHALL APPLY TO ALL OTHER LIABILITIES, LIENS, CLAIMS, DEMANDS, COSTS, EXPENSES, DAMAGES, LOSSES, OR CAUSES OF ACTION THAT ARE OCCASIONED, BROUGHT ABOUT, OR CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE (AND REGARDLESS OF WHETHER SAID NEGLIGENCE BE SOLE, CONTRIBUTORY, OR COMPARATIVE), STRICT LIABILITY, OR OTHER FAULT OF THE GRANTOR INDEMNIFIED PARTIES AND REGARDLESS OF WHETHER SUCH NEGLIGENCE, STRICT LIABILITY, OR FAULT BE ACTIVE OR PASSIVE, PRIMARY OR SECONDARY.
- e. **THE DEFENSE AND INDEMNITY OBLIGATIONS SET FORTH HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT FOR A PERIOD OF TEN (10) YEARS AFTER THE EXPIRATION OF THE APPLICABLE STATUTE OF LIMITATIONS (INCLUDING ANY APPLICABLE TOLLING OR EXTENSIONS THEREOF), AND SHALL APPLY TO AND BE BINDING ON ANY SUCCESSORS AND ASSIGNS OF GRANTEE AND SHALL INURE TO THE BENEFITS OF THE SUCCESSORS AND ASSIGNS OF THE GRANTOR INDEMNIFIED PARTIES, AND ANY ONE OF THEM MAY EXERCISE THIS RIGHT OF DEFENSE AND INDEMNITY AGAINST GRANTEE INDEPENDENTLY OF THE GRANTOR INDEMNIFIED PARTIES OR OF OTHERS. THE DEFENSE AND INDEMNITY OBLIGATIONS IN THIS SECTION ARE A MATERIAL CONSIDERATION FOR GRANTOR ENTERING INTO THIS AGREEMENT, WITHOUT WHICH GRANTOR WOULD NOT HAVE ENTERED INTO THIS AGREEMENT. GRANTEE SPECIFICALLY ACKNOWLEDGES AND AGREES THAT THE INDEMNITY PROVISIONS IN THIS SECTION ARE CONSPICUOUS.**
- f. If a suit, administrative action, or other proceeding is brought against a Grantor Indemnified Party to recover for, or on account of a claim or liability for which Grantee is responsible under this Agreement or at law, Grantee shall appear and defend that suit or administrative action at its sole cost, risk, and expense, and shall pay any judgment (or settlement in lieu thereof after approval by Grantee) that may be entered against the Grantor Indemnified Party together with all reasonable attorney's fees, interest, and costs (including reasonable expert fees

and expenses) associated therewith. Grantee shall assume, on behalf of the Grantor Indemnified Party and conduct with due diligence and in good faith, the defense of all claims against any of the Grantor Indemnified Parties.

21. Insurance.

- a. Prior to the commencement of construction and installation of the Pipeline, and at all times while this Agreement is in effect, Grantee agrees to procure and maintain the following minimum insurance coverages:
  - i. 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 (\$1,000,000.00) each accident, one million dollars (\$1,000,000.00) disease each employee, and one million dollars (\$1,000,000.00) disease policy limit.
  - ii. Commercial General Liability Insurance including bodily injury, death, property damage, independent contractors, products/completed operations, contractual, personal injury and property damage liability, and sudden and accidental pollution with a limit of one million dollars (\$1,000,000.00) per occurrence and in the annual aggregate.
  - iii. Commercial Automobile Insurance covering owned, hired, rented, and non-owned automotive equipment with a limit of one million dollars (\$1,000,000.00) per accident.
  - iv. Excess Umbrella Liability Insurance coverage in excess of the terms and limits of insurance specified in parts a(i), a(ii), and a(iii), above, with a combined limit of fifteen million dollars (\$15,000,000.00) per occurrence. This insurance shall follow the form of the primary Commercial General Liability and Automobile Liability required above, shall be in excess of those underlying policies without gaps in limits, and shall provide coverage as broad as the underlying policies.
- b. The above stated minimum insurance coverage requirements shall not limit Grantee's obligations under this Agreement.
- c. Grantee agrees to have its insurers on all the insurance policies detailed above include Grantor as an additional insured (except for worker's compensation), and all such insurance policies shall provide that the insurance coverage provided therein shall be primary to any insurance maintained by Grantor and shall contain a waiver of subrogation in favor of Grantor.
- d. Grantee further warrants that no such insurance policy shall be cancelled or non-renewed for any reason without first providing Grantor with thirty (30) days written notice of such proposed cancellation or non-renewal. Grantee shall provide Grantor with current Certificates of Insurance evidencing the coverages required under this Paragraph upon the execution of this Agreement.

22. Grantee, its successors and assigns, may not use the Easements for any use other than a use stated in this Agreement, without the express written consent of Grantor.
23. In the event that Grantor considers that Grantee has not complied with one or more of its obligations hereunder, both express and implied, Grantor shall notify Grantee in writing, setting out specifically in what respect Grantee has breached this Agreement. After receipt of such notice from Grantor, Grantee shall then have thirty (30) days within which to promptly commence reasonable measures to remedy or cure such breach in good faith and with reasonable diligence and comply with the obligations hereunder. In addition to any other remedies available to Grantor at law or in equity, Grantor shall have the right to enforce immediate performance of the obligation(s) by Grantee by judicial action after the expiration of the thirty (30) day notice period with no curative action having been commenced in good faith by Grantee during such period and, at Grantor's option, to recover all reasonable damages from Grantee for the failure of Grantee to so perform.
24. Within thirty (30) days of the expiration or termination of this Agreement, whichever is earlier, Grantee shall execute and record in the office of the Clerk of Court for any county in which this Agreement or other evidence thereof is recorded, an instrument in authentic form, cancelling, releasing, and surrendering the Easement Area and any and all rights and claims granted by this Agreement from the public records, and shall provide Grantor with a certified copy of the same. Upon Grantee's failure to comply with the provisions of this Paragraph, Grantee agrees to pay all costs and attorney's fees incurred by Grantor in obtaining such release and surrender.
25. 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.
26. The rights granted to Grantee may not be assigned, in whole or in part, without the express written consent of Grantor, which consent will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Grantee may assign this Agreement, in whole or in part, without the express written consent of Grantor, to any (i) entity that, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control of, Grantee, (ii) entity to whom Grantee has assigned all or substantially all of its assets (not just the Pipeline), and said entity has reasonably demonstrated (or can reasonably demonstrate) its ability to own and operate (including through its affiliates or a contract operator) the Pipeline, or (iii) bank, financing institution or other lender, or groups thereof, pursuant to the terms of any financing or security agreements or deeds of trust. For purposes of this Agreement, under the "common ownership or control" means, the power to directly or indirectly cause the direction of the management and policies of the entity. In the event Grantor consents to an assignment, Grantee shall provide Grantor with a copy of such assignment. No assignment shall ever release the assignor for the obligations of or liability incurred under this Agreement (i) prior to the effective date of the assignment, (ii) during its time as the "Grantee" under this Agreement, or (iii) if the assignment is to an entity that is predominately owned or controlled or is predominately under the same common ownership or control of the assignor. In the event of an assignment, any subsequent assignment shall also remain subject to the requirements of this Paragraph. Grantee shall provide written notice to Grantor at the last known address of the person in whose name the property is listed on the most recent tax roll of the county in which the Easements are located (or any other taxing unit authorized to levy property



taxes against the Lands) if Grantee assigns all or any portion of the rights herein granted according to the terms of this Agreement to any other entity.

27. Except for the special warranty herein, this Easement Agreement is granted and accepted without any warranty or representation of any kind or nature, express or implied, including, without limitation, any warranty or representation as to title, peaceable possession, or fitness of the Right-of-Way or any other Lands of Grantor for any purpose whatsoever. Grantor specially warrants its title to the Lands only as against the claims of those claiming or to claim the same by, through, or under Grantor and not otherwise. Grantor grants and Grantee accepts the Lands subject to the Easements in their "AS IS, WHERE IS" and present and existing physical condition, at Grantee's sole risk and without any warranty of any kind or nature, whether express or implied, contractual or statutory, and whether as to the condition (patent or latent) or state of repair of the Lands or the fitness of the Easements for Grantee's purposes or for any other purpose whatsoever. Grantor shall not be responsible for any latent vice or defect or change of condition in the Lands subject to the Easements, and Grantee specifically waives and renounces any such warranties. Grantor does not warrant or represent the correctness of any survey or description herein or attached hereto or any plats referred to herein purporting to show the location of Grantor's Lands or any improvements thereon, and nothing herein contained shall operate as an estoppel against Grantor establishing the correct location of the boundaries of or the improvements on the Lands.
28. As used herein, the term "Force Majeure" shall be any event, the consequences of which are beyond the reasonable control of Grantee in the exercise of good faith and due diligence, including, but not limited to, acts of God, acts of the public enemy, strikes, lockouts, accidents (except for any accidents caused by the negligence or fault of Grantee or any person or entity acting on behalf of Grantee), laws, acts, rules, regulations, and order of federal, state, or municipal government.
29. 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. Each Party confirms and agrees that the other Party (or any agent of the other Party) has not made any promise or agreement in executing this Agreement that is not expressed or referenced specifically within the Agreement, that each Party is not relying upon any statement or representation of the other Party or any agent of the other Party and that each Party'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.
30. This Agreement is entered into subject to all existing and recorded rights-of-way, easements, and leases, surface or mineral, or other contracts affecting the Lands and Grantor retains the right to use and enjoy the Lands except that Grantor shall not interfere with or impair or permit others to interfere with or impair in any way the exercise of the rights herein granted to Grantee. Grantor hereby identifies the following as people or entities having a lease, sublease, or other possessory interest in Grantor's property:

\_\_\_\_\_  
Heath Wiktorik  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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

31. All communications under or in connection with this Agreement shall be in writing and shall be sent by recognized overnight mail delivery, facsimile, or other similar form of rapid transmission, including electronic mail, or personally delivered to the receiving party. If any communication is delivered via electronic mail, it shall be promptly confirmed and delivered by another authorized delivery method. All such communications shall be mailed, sent or delivered to the following addresses:

a. If to Grantor:

Sweet Lake Land & Oil Co., LLC  
The North American Land Company, Limited Liability Company  
Post Office Box 997  
Lake Charles, LA 70602-0997  
Attn: Claude A. Leach, President  
Telephone: (337) 310-4252  
Facsimile: (337) 439-9562  
E-Mail: [REDACTED]

b. If to Grantee:

Blackfin Pipeline LLC  
100 Congress, Suite 2200  
Austin, TX 78701  
Attn: Land Department  
Email: [REDACTED]

32. EACH PARTY HAS NOT RELIED UPON AND HEREBY EXPRESSLY DISCLAIMS RELIANCE UPON ANY STATEMENTS, REPRESENTATIONS, INFORMATION OR MATERIALS PROVIDED, SUPPLIED OR FURNISHED BY THE OTHER PARTY OR OTHERWISE MADE AVAILABLE BY THE OTHER PARTY IN THE PUBLIC DOMAIN OR OTHERWISE (OTHER THAN THOSE MADE IN THIS AGREEMENT).
33. This Agreement shall not vest in, or ever be constructed to vest in, Grantee any right, title, or interest in or to the ownership of fee title to the Lands or to the surface estate or mineral estate of the Lands.
34. The waiver of a breach of any of the terms or conditions hereof shall be limited to that act or acts constituting such breach and shall never be construed as being a continuing or permanent waiver of any of the terms or conditions, all of which shall be and remain in full force and effect, notwithstanding any such waiver.
35. If, for any reason, either Party must make demand upon the other or its successors or assigns or if either Party is required to file or defend suit or submit to mediation or arbitration in order to enforce this Agreement, the successful Party shall be entitled to payment of all reasonable attorney fees, court costs and expenses incurred in bringing or defending such demand, litigation, mediation or arbitration.

36. Any terms and provisions of this Agreement pertaining to rights, duties, or liabilities extending beyond the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement.
37. If any term or provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, then the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
38. The terms, covenants, and conditions of this Agreement shall be binding upon and inure to the benefit of any heir, successor, executor, administrator, permittee, licensee, agent, or assign of Grantor and to the extent applicable, Grantee, and not to the benefit of any third parties.
39. This Agreement shall be construed, and enforced, and interpreted in accordance with the laws of the STATE OF TEXAS, without regard to its rules concerning conflict of laws. Grantor and Grantee consent to the jurisdiction of the state courts of Waller County, Texas as the proper and only venue in which suit can be heard.
40. 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, according to the terms of this Agreement. This Agreement and all of its terms, provisions and obligations shall be covenants running with the land affected thereby and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective heirs, executors, administrators, successors and assigns.

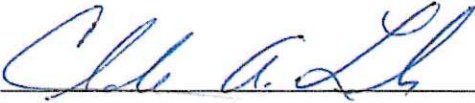
EXECUTED and effective as of the 9<sup>th</sup> day of September 2024 (the "Effective Date").

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

**GRANTOR(S):**

**SWEET LAKE LAND & OIL CO., LLC,**

a Louisiana limited liability company

By:   
Print Name: Claude A. Leach  
Title: President


**ACKNOWLEDGEMENT**

STATE OF LOUISIANA       §  
   §  
PARISH OF CALCASIEU     §

This record was acknowledged before me on Sept 9, 2024, by  
Claude A. Leach, President of **SWEET LAKE LAND & OIL CO., LLC**, a Louisiana limited  
liability company, on behalf of the company.




**DANA E. GAUTHIER**  
NOTARY PUBLIC  
Notary ID No. 5439  
Calcasieu Parish, Louisiana

  
Signature of Notary Public  
**Dana E Gauthier**  
**# 5439**

**GRANTOR(S):**

**THE NORTH AMERICAN LAND COMPANY, LLC,**  
a Louisiana limited liability company

By:   
Print Name: Claude A. Leach  
Title: President

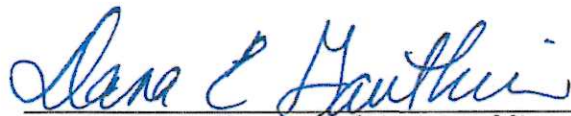
**ACKNOWLEDGEMENT**

STATE OF LOUISIANA       §  
   §  
PARISH OF CALCASIEU     §

This record was acknowledged before me on Sept 9, 2024, by  
Claude A. Leach, President of **THE NORTH AMERICAN LAND COMPANY, LLC**, a  
Louisiana limited liability company, on behalf of the company.



**DANA E. GAUTHIER**  
NOTARY PUBLIC  
Notary ID No. 5439  
Calcasieu Parish, Louisiana

  
Signature of Notary Public  
Dana E Gauthier  
#5439

**GRANTEE:**

**BLACKFIN PIPELINE, LLC**

By: \_\_\_\_\_

Print Name: Glenn Kellison

Title: Sr. Vice President of Engineering

**ACKNOWLEDGMENT**

STATE OF TEXAS                      §  
   §  
COUNTY OF \_\_\_\_\_ §

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

\_\_\_\_\_  
Signature of Notary Public

**EXHIBIT "A"**

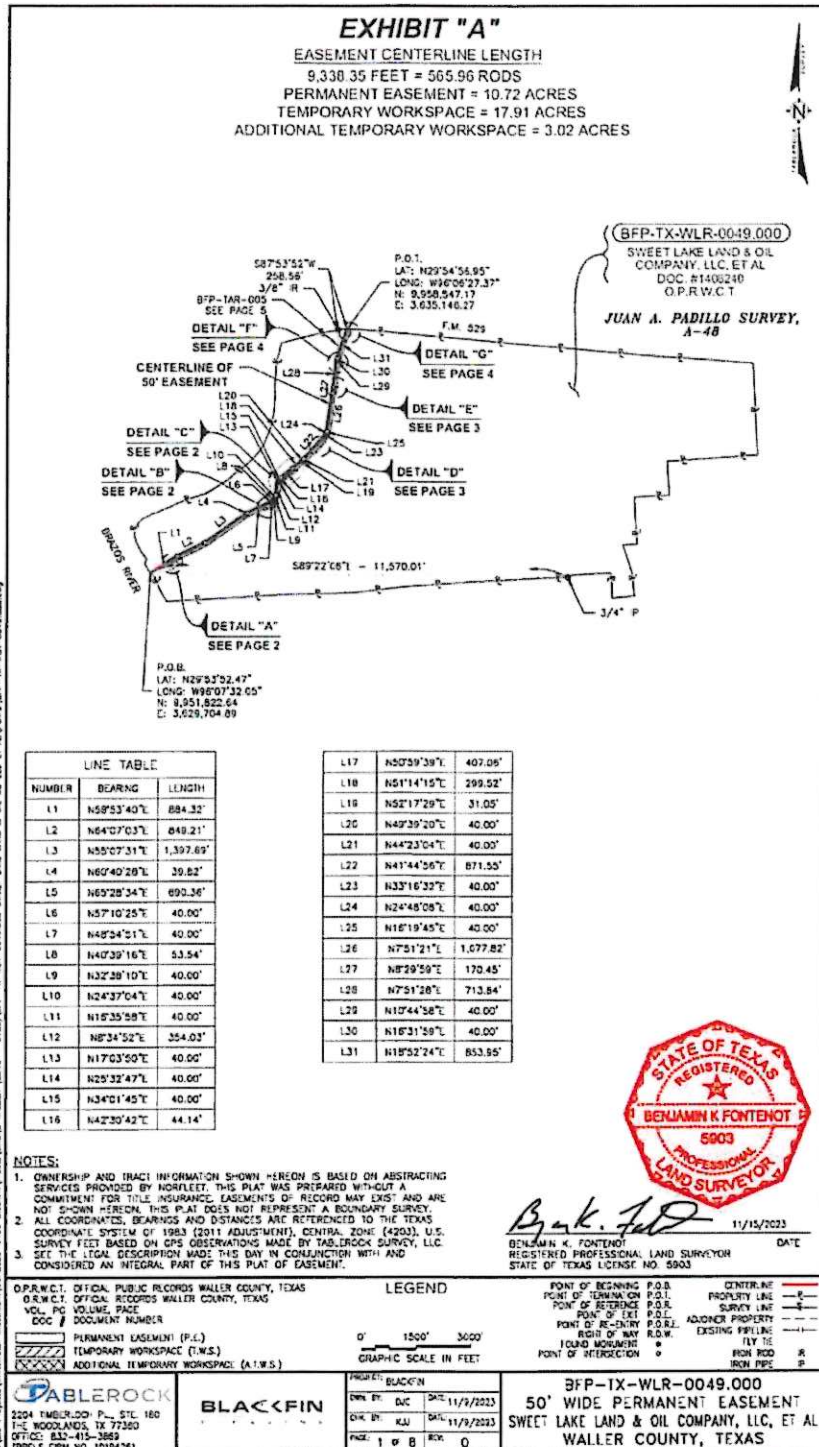
***The Lands***

2,125.287 acres of land out of the Juan O. Padillo Survey, Abstract 48, Waller County, Texas.



# EXHIBIT "A"

## Plats of Easements



# EXHIBIT "A"

**DETAIL "C"**  
NOT TO SCALE

**DETAIL "B"**  
NOT TO SCALE

**DETAIL "A"**  
NOT TO SCALE

**LEGEND**

SYMBOL	DESCRIPTION
—	PROPERTY LINE
—	SURVEY LINE
—	RIGHT OF WAY
—	EXISTING PIPELINE
—	FLY TIE
—	IRON ROD
—	IRON PIPE

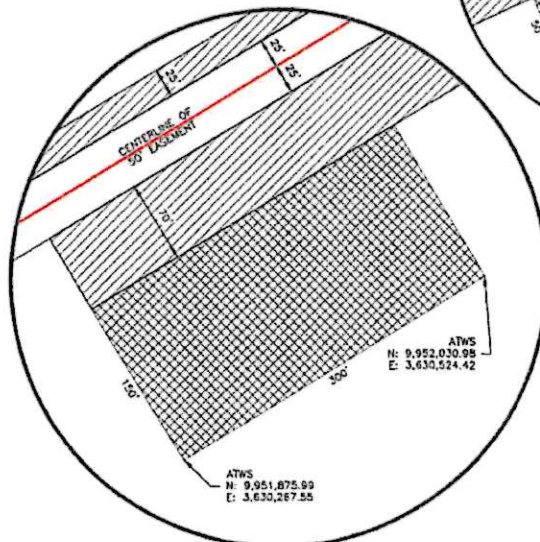
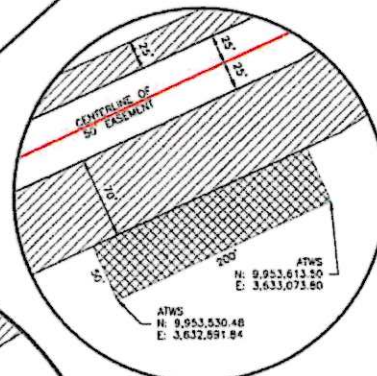
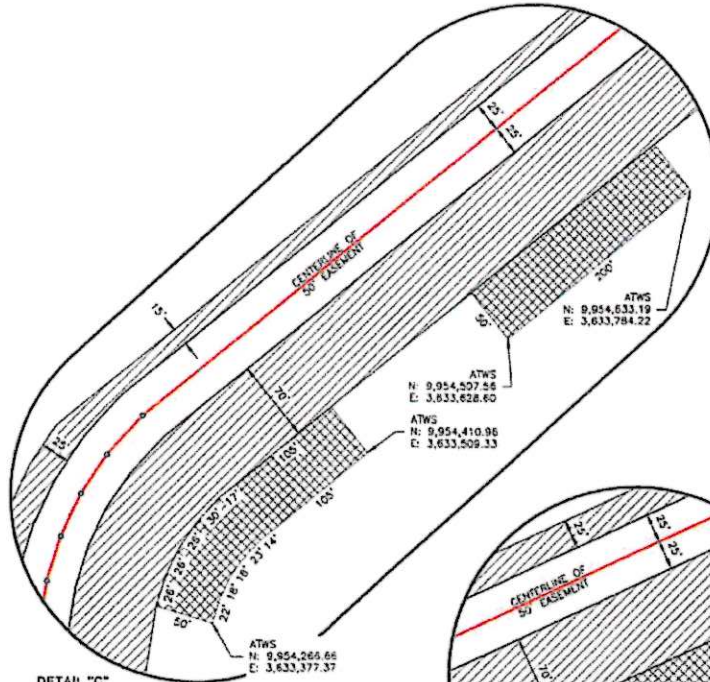
**POINT OF BEGINNING**  
POINT OF TERMINATION  
POINT OF ENTRY  
POINT OF EXIT  
RIGHT OF WAY  
FOUND MONUMENT  
POINT OF INTERSECTION

**P.O.B.**  
P.O.T.  
P.O.E.  
P.O.C.  
R.O.W.  
P.O.I.

**OFFICIAL PUBLIC RECORDS WALLER COUNTY, TEXAS**  
O.R.W.C.T. OFFICIAL RECORDS WALLER COUNTY, TEXAS  
VOL. PG. VOLUME PAGE  
DOC # DOCUMENT NUMBER  
PERMANENT EASEMENT (P.E.)  
TEMPORARY WORKSPACE (T.W.S.)  
ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)

**BLACKFIN**  
2204 TIMBERLOCH PL., STE. 180  
THE WOODLANDS, TX 77380  
OFFICE: 832-415-3868  
TELEFAX: 832-415-3869  
TELEFAX: 832-415-3869

**BFP-TX-WLR-0049.000**  
**50' WIDE PERMANENT EASEMENT**  
**SWEET LAKE LAND & OIL COMPANY, LLC, ET AL**  
**WALLER COUNTY, TEXAS**



O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WALLER COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WALLER COUNTY, TEXAS
VOL. PG	VOLUME, PAGE
DOC #	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 TERMINATION	P.O.T.	PROPERTY LINE	—E
POINT OF REFERENCE	P.O.R.	SURVEY LINE	—S
POINT OF EXIT	P.O.E.	ADJACENT PROPERTY	—
POINT OF RE-ENTRY	P.O.R.E.	EXISTING PIPELINE	—
RIGHT OF WAY	R.O.W.	FLY YE	—
FOUND MONUMENT	•	IRON ROD	IR
POINT OF INTERSECTION	•	IRON PIPE	IP

**T**ABLEROCK  
2204 TIMBERLOCH PL., STE. 180  
THE WOODLANDS, TX 77380  
OFFICE: 832-415-3869  
TRIPLE 5 FIRM NO. 10194251

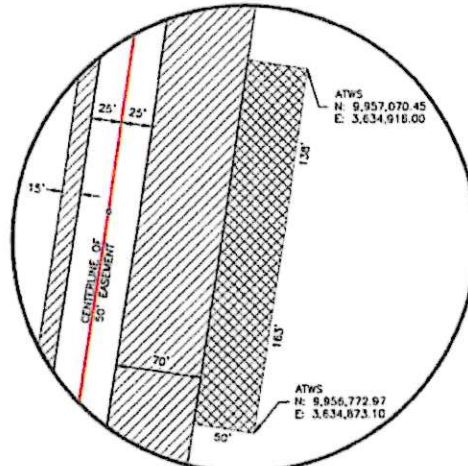
**BLACKFIN**  
E T R O N I C S

FROM: BLACKFIN	
ORIG BY: DJC	DATE: 11/9/2023
CHK BY: KJJ	DATE: 11/9/2023
PAGE: 2 of 8	REV: 0

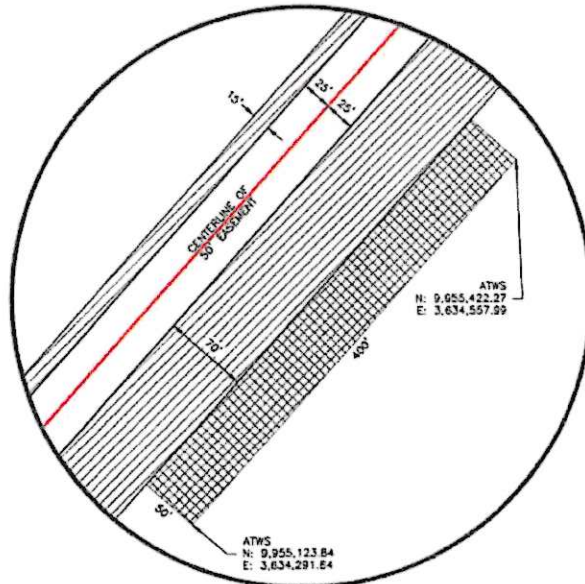
BFP-TX-WLR-0049.000  
50' WIDE PERMANENT EASEMENT  
SWEET LAKE LAND & OIL COMPANY, LLC, ET AL  
WALLER COUNTY, TEXAS



# EXHIBIT "A"



DETAIL "E"  
NOT TO SCALE



DETAIL "D"  
NOT TO SCALE

O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WALLER COUNTY, TEXAS  
O.R.W.C.T. OFFICIAL RECORDS WALLER COUNTY, TEXAS  
VOL. PG VOLUME, PAGE  
DOC. # 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 TERMINATION P.O.T.  
POINT OF INTERFERENCE P.O.I.  
POINT OF EXIT P.O.E.  
POINT OF RE-ENTRY P.O.R.E.  
POINT OF WAY P.O.W.  
POINT OF INTERSECTION P.O.I.  
CENTERLINE  
PROPERTY LINE  
SURVEY LINE  
ADJACENT PROPERTY  
EXISTING PIPELINE  
FLY 1E  
IRON ROD  
IRON PIPE

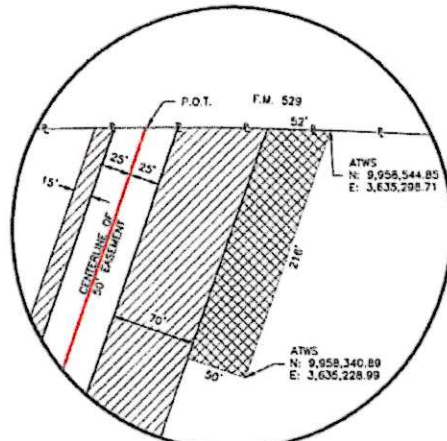
**TABLE ROCK**  
2204 TIMBERLOCH PL., STE. 160  
THE WOODLANDS, TX 77380  
OFFICE: 832-415-3869  
TELEFAX: 832-415-3869

**BLACKFIN**

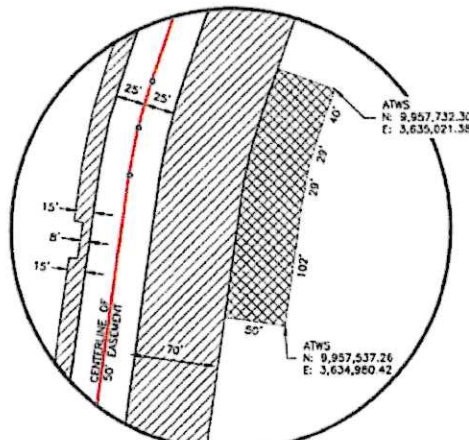
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DRA. BY: DJC DATE: 11/9/2023  
DRA. BY: KJJ DATE: 11/9/2023  
PAGE: 3 of 5 REV: 0

**BFP-TX-WLR-0049.000**  
**50' WIDE PERMANENT EASEMENT**  
**SWEET LAKE LAND & OIL COMPANY, LLC, ET AL**  
**WALLER COUNTY, TEXAS**

# EXHIBIT "A"



DETAIL "G"  
NOT TO SCALE



DETAIL "F"  
NOT TO SCALE

O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WALLER COUNTY, TEXAS  
O.S.W.C.T. OFFICIAL RECORDS WALLER COUNTY, TEXAS  
VOL. PG VOLUME, PAGE  
DGC DOCUMENT NUMBER  
PERMANENT EASEMENT (P.E.)  
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## LEGEND

POINT OF BEGINNING P.O.B.  
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  
CENTERLINE  
PROPERTY LINE  
SURVEY LINE  
ADJOINER PROPERTY  
EXISTING PIPELINE  
FLY 1E  
IRON ROD  
IRON PIPE

**TABLEROCK**  
2204 TIMBERLICH PL., STE 160  
THE WOODLANDS, TX 77380  
OFFICE: 832-415-3669  
TRPELS FIRM NO. 10184261

**BLACKFIN**

PROJECT: BLACKFIN  
DWN BY: DJC DATE: 11/9/2023  
CHK BY: KJJ DATE: 11/9/2023  
PAGE 4 OF 8 REV: 0

BFP-TX-WLR-0049.000  
50' WIDE PERMANENT EASEMENT  
SWEET LAKE LAND & OIL COMPANY, LLC, ET AL  
WALLER COUNTY, TEXAS

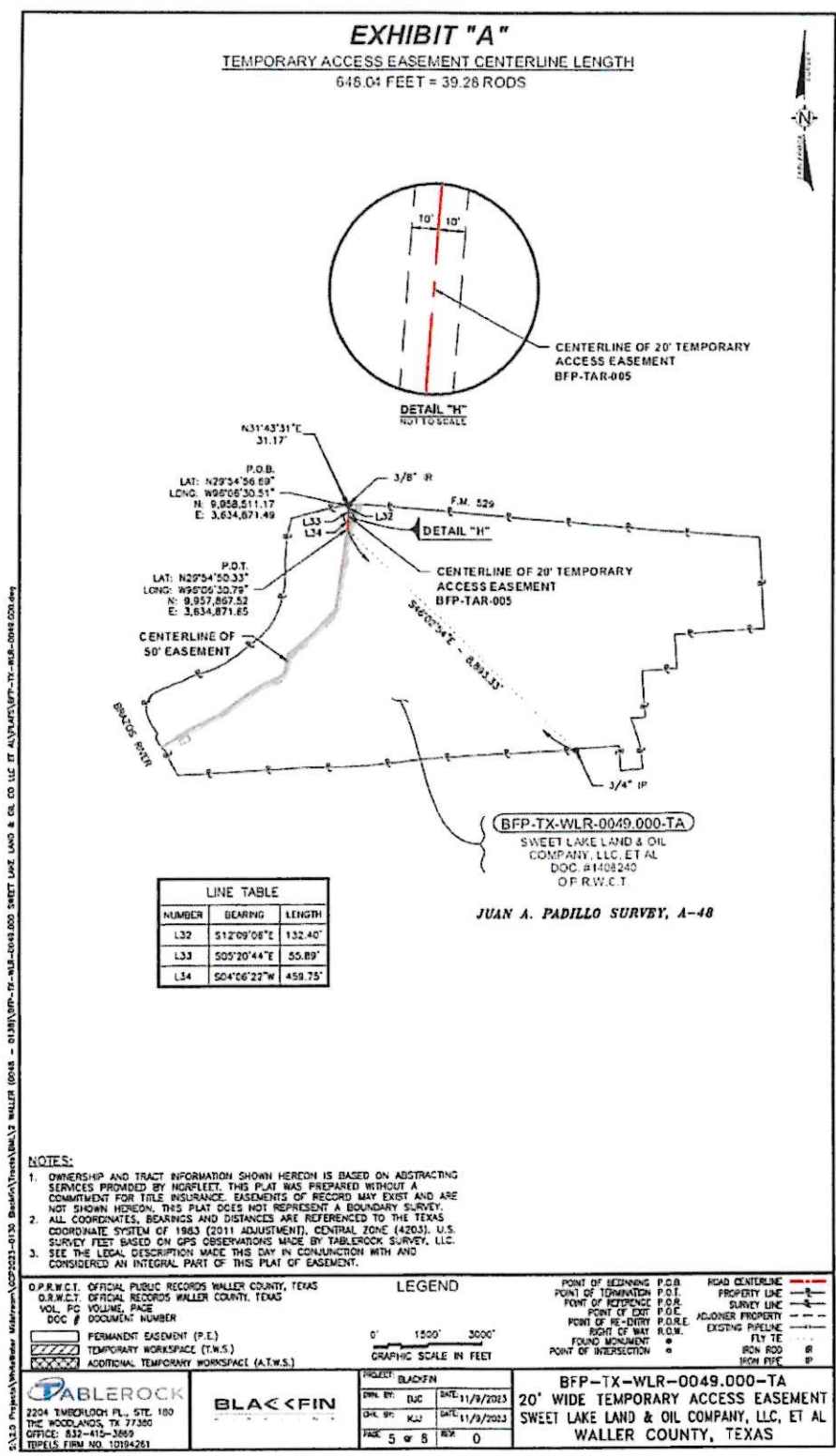


EXHIBIT "A"  
**SWEET LAKE LAND & OIL COMPANY, LLC, ET AL**

CENTERLINE DESCRIPTION OF A FIFTY-(50)-FOOT-WIDE PERMANENT EASEMENT SITUATED IN THE JUAN A. PADILLO SURVEY, A-48 IN WALLER COUNTY, TEXAS, AND OVER AND ACROSS THAT TRACT DESCRIBED IN DEED TO SWEET LAKE LAND & OIL COMPANY, LLC, ET AL AS RECORDED IN DOCUMENT NUMBER 1408240 OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS (O.P.R.W.C.T.) SAID FIFTY-(50)-FOOT-WIDE EASEMENT BEING SITUATED TWENTY-FIVE-(25)-FEET ON EACH SIDE OF THE HEREIN DESCRIBED CENTERLINE, THE SIDELINES OF SAID EASEMENT BEING LENGTHENED OR SHORTENED TO INTERSECT THE BOUNDARIES OF THE ABOVE REFERENCED TRACT OF LAND, SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**POINT OF BEGINNING**, being a point on the west line of said tract [N: 9,951,822.64, E: 3,629,704.89], and the east bank of the Brazos River from which a 3/4-inch-diameter iron pipe found marking a south angle corner of said tract bears South 89°22'06" East, 11,570.01 feet;

**THENCE** across said tract the following bearings and distances:

North 58°53'40" East, 884.32 feet;  
North 64°07'03" East, 849.21 feet;  
North 55°07'31" East, 1,397.69 feet;  
North 60°40'28" East, 39.82 feet;  
North 65°28'34" East, 690.36 feet;  
North 57°10'25" East, 40.00 feet;  
North 48°54'51" East, 40.00 feet;  
North 40°39'16" East, 53.54 feet;  
North 32°38'10" East, 40.00 feet;  
North 24°37'04" East, 40.00 feet;  
North 16°35'58" East, 40.00 feet;  
North 08°34'52" East, 354.03 feet;  
North 17°03'50" East, 40.00 feet;  
North 25°32'47" East, 40.00 feet;  
North 34°01'45" East, 40.00 feet;  
North 42°30'42" East, 44.14 feet;  
North 50°59'39" East, 407.06 feet;  
North 51°14'15" East, 299.52 feet;  
North 52°17'29" East, 31.05 feet;  
North 49°39'20" East, 40.00 feet;  
North 44°23'04" East, 40.00 feet;  
North 41°44'56" East, 871.55 feet;

EXHIBIT "A"  
**SWEET LAKE LAND & OIL COMPANY, LLC, ET AL**

North 33°16'32" East, 40.00 feet;

North 24°48'08" East, 40.00 feet;

North 16°19'45" East, 40.00 feet;

North 07°51'21" East, 1,077.82 feet;

North 08°29'59" East, 170.45 feet;

North 07°51'28" East, 713.84 feet;

North 10°44'58" East, 40.00 feet;

North 16°31'59" East, 40.00 feet;

North 18°52'24" East, 853.95 feet to a point on the north line thereof [N: 9,958,547.17, E: 3,635,146.27], and the south right-of-way line of Farm to Market Road 529 (FM 529), for the **POINT OF TERMINATION**, from which a 3/8-inch-diameter iron rod found marking a north angle corner of said tract bears South 87°53'52" West, 258.56 feet;

Said Centerline having a total length of 9,338.35 feet (565.96 rods) and said Permanent Easement containing 10.72 acres of land, more or less.

**TEMPORARY WORKSPACE**

**BEING** various widths strips of land, parallel and coincident with and adjoining the sides of the above described fifty-(50)-foot wide Permanent Easement. Said strips of land shall extend the entire length of said Permanent Easement as shown on the attached plat containing 17.91 acres of land, more or less.

**ADDITIONAL TEMPORARY WORKSPACE**

**BEING** an additional temporary workspace as shown on the attached plat containing 3.02 acres of land, more or less.

**NOTES**

- 1) Ownership and tract information shown herein is based on abstracting services provided by Norfleet. This description was prepared without a commitment for title insurance. Easements of record may exist and are not indicated herein. This description does not represent a boundary survey.
- 2) All coordinates, bearings, distances and areas are referenced to the Texas Coordinate System of 1983 (2011 Adjustment), Central Zone (4203), U.S. survey feet, based on GPS observations made by Tablerock Survey, LLC.
- 3) Refer to the attached plat of this document, made this day in conjunction with and considered an integral part of this description.

INTENTIONALLY LEFT BLANK

EXHIBIT "A"  
TEMPORARY ACCESS EASEMENT

CENTERLINE DESCRIPTION OF A TWENTY-(20)-FOOT-WIDE TEMPORARY ACCESS EASEMENT SITUATED IN THE JUAN A. PADILLO SURVEY, A-48 IN WALLER COUNTY, TEXAS, AND OVER AND ACROSS THAT TRACT DESCRIBED IN DEED TO SWEET LAKE LAND & OIL COMPANY, LLC, ET AL AS RECORDED IN DOCUMENT NUMBER 1408240 OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS (O.P.R.W.C.T.) SAID TWENTY-(20)-FOOT-WIDE EASEMENT BEING SITUATED TEN-(10)-FEET ON EACH SIDE OF THE HEREIN DESCRIBED CENTERLINE, SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**POINT OF BEGINNING**, being a point on the north line of said tract [N: 9,958,511.17, E: 3,634,871.49], and the south right-of-way line of Farm to Market Road 529 from which a 3/8-inch-diameter iron rod found marking a north angle corner of said tract bears North 31°43'31" East, 31.17 feet;

**THENCE** across said tract the following bearings and distances:

South 12°09'06" East, 132.40 feet;

South 05°20'44" East, 55.89 feet;

South 04°06'22" West, 459.75 feet to a point within said tract [N: 9,957,867.79, E: 3,634,871.65], for the **POINT OF TERMINATION**, from which a 3/4-inch-diameter iron pipe found marking a south angle corner of said tract bears South 46°02'54" East, 8,893.33 feet;


Said Centerline having a total length of 648.04 feet (39.28 rods).

NOTES

- 1) Ownership and tract information shown herein is based on abstracting services provided by Norfleet. This description was prepared without a commitment for title insurance. Easements of record may exist and are not indicated herein. This description does not represent a boundary survey.
- 2) All coordinates, bearings, distances and areas are referenced to the Texas Coordinate System of 1983 (2011 Adjustment), Central Zone (4203), U.S. survey feet, based on GPS observations made by Tablerock Survey, LLC.
- 3) Refer to the attached plat of this document, made this day in conjunction with and considered an integral part of this description.



Tablerock Survey, LLC  
2204 Timberloch Place, Suite 180  
The Woodlands, TX., 77380  
Phone: 832-415-3869  
TBPELS Firm License No. 10194261

 11/15/2023  
Benjamin K. Fontenot Date  
Registered Professional Land Surveyor  
State of Texas License No. 5903



**RETURN RECORDED ORIGINAL TO:**

Blackfin Pipeline, LLC  
1003 Hasskarl Drive  
Brenham, Texas 77833

Project: Blackfin  
Tract No.: BFP-TX-WLR-0049.000  
BFP-TX-WLR-0049.000-TA  
Waller 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 WALLER           §

That **SWEET LAKE LAND & OIL CO., LLC**, a Louisiana limited liability company, and **THE NORTH AMERICAN LAND COMPANY, LLC**, a Louisiana limited liability company, the undersigned, hereinafter referred to as "Grantor" (whether one or more), whose address is PO BOX 997, LAKE CHARLES, LOUISIANA 70602, its successors and assigns, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has entered into an 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 plats 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 9th day of September, 2024.

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

**GRANTOR(S):**

**SWEET LAKE LAND & OIL CO., LLC,**

a Louisiana limited liability company

By: 

Print Name: Claude A. Leach

Title: President

**ACKNOWLEDGEMENT**

STATE OF LOUISIANA §

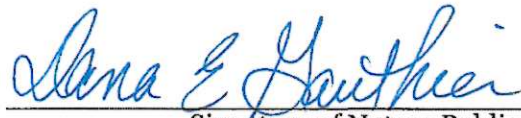
§

PARISH OF CALCASIEU §

This record was acknowledged before me on Sept 9, 2024, by Claude A. Leach, President of **SWEET LAKE LAND & OIL CO., LLC**, a Louisiana limited liability company, on behalf of the company.



DANA E. GAUTHIER  
NOTARY PUBLIC  
Notary ID No. 5439  
Calcasieu Parish, Louisiana



Signature of Notary Public

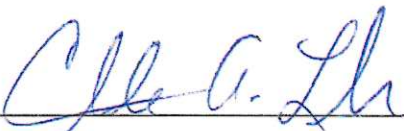
Dana E Gauthier  
#5439



**GRANTOR(S):**

**THE NORTH AMERICAN LAND COMPANY, LLC,**

a Louisiana limited liability company

By: 

Print Name: Claude A. Leach

Title: President

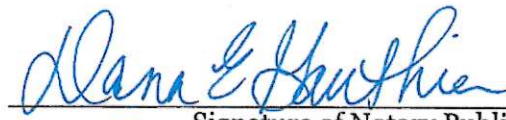
**ACKNOWLEDGEMENT**

STATE OF LOUISIANA      §  
PARISH OF CALCASIEU      §

This record was acknowledged before me on Sept 9, 2024, by  
Claude A. Leach, President of **THE NORTH AMERICAN LAND COMPANY, LLC**, a  
Louisiana limited liability company, on behalf of the company.



DANA E. GAUTHIER  
NOTARY PUBLIC  
Notary ID No. 5439  
Calcasieu Parish, Louisiana

  
Signature of Notary Public  
Dana E Gauthier  
#5439

**GRANTEE:**

**BLACKFIN PIPELINE, LLC**

By: \_\_\_\_\_

Print Name: Glenn Kellison

Title: Sr. Vice President of Engineering

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

§

COUNTY OF \_\_\_\_\_

§

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

\_\_\_\_\_  
Signature of Notary Public

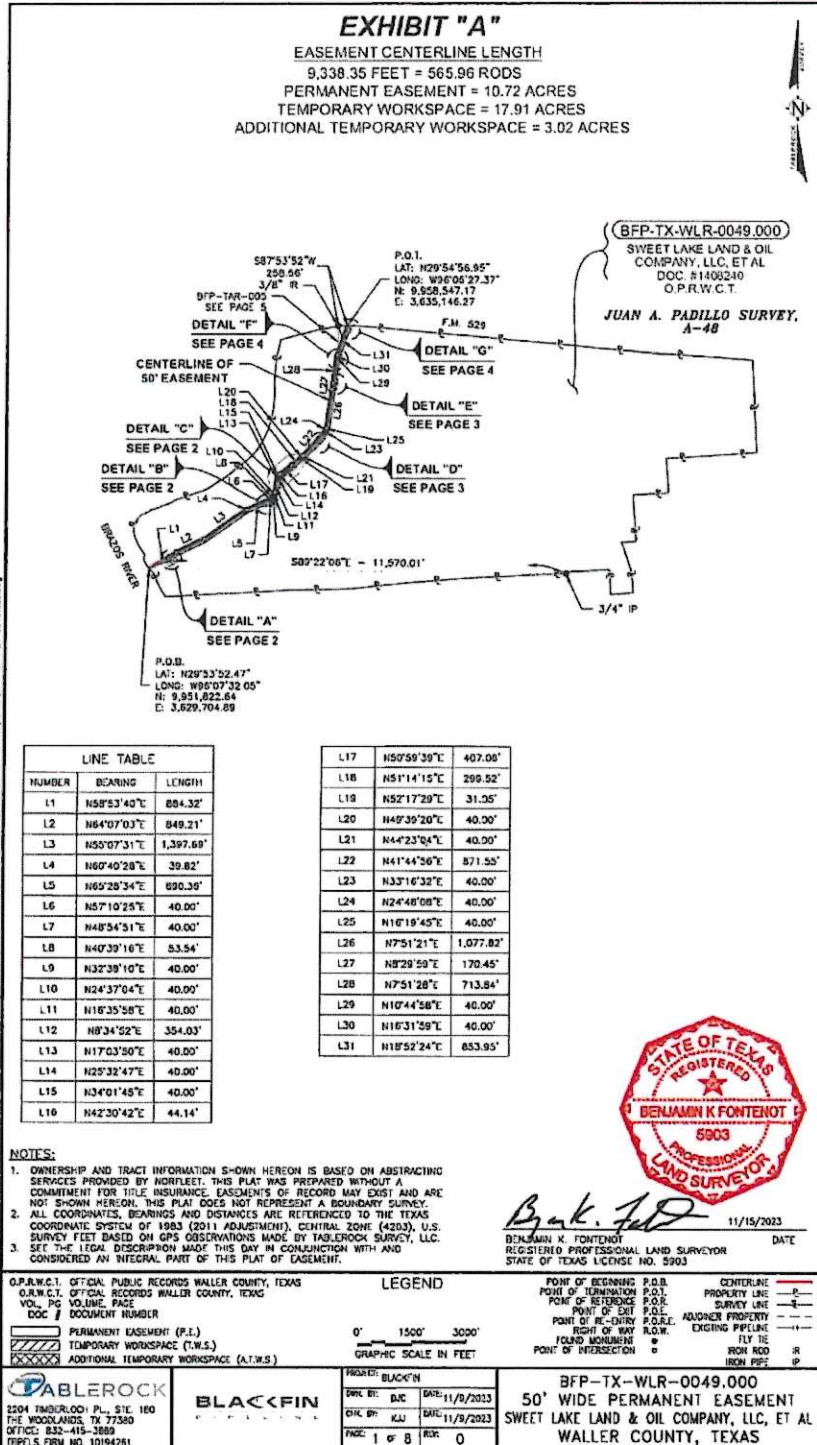
**EXHIBIT "A"**

***The Lands***

2,125.287 acres of land out of the Juan O. Padillo Survey, Abstract 48, Waller County, Texas.

# EXHIBIT "A"

## Plats of Easements



**EXHIBIT "A"**

**DETAIL "C"**  
NOT TO SCALE

**DETAIL "B"**  
NOT TO SCALE

**DETAIL "A"**  
NOT TO SCALE

**LEGEND**

POINT OF BEGINNING	P.O.B.	CENTERLINE	—
POINT OF TERMINATION	P.O.T.	PROPERTY LINE	—
POINT OF REFERENCE	P.O.R.	SURVEY LINE	—
POINT OF EXIT	P.O.E.	ADJACENT PROPERTY	—
POINT OF RE-ENTRY	P.O.R.E.	EXISTING PIPELINE	—
RIGHT OF WAY	R.O.W.	FLY TIE	—
FOUND MONUMENT	●	IRON ROD	—
POINT OF INTERSECTION	○	PIPE	—

**TABLE**

DATE: 11/9/2023	BY: DJC
DATE: 11/9/2023	BY: KJJ
PAGE: 2 of 8	REV: 0

**BLACKFIN**  
ENGINEERING, INC.

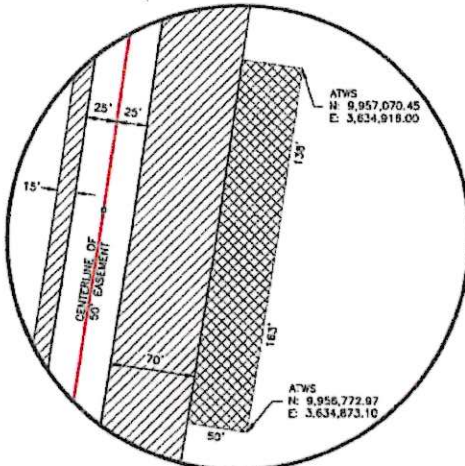
**2204 UNDERLOCH PL., STE. 180  
THE WOODLANDS, TX 77380  
OFFICE: 832-415-3069  
TRP/ELS FORM NO. 10194261**

**BFP-TX-WLR-0049.000  
50' WIDE PERMANENT EASEMENT  
SWEET LAKE LAND & OIL COMPANY, LLC, ET AL  
WALLER COUNTY, TEXAS**

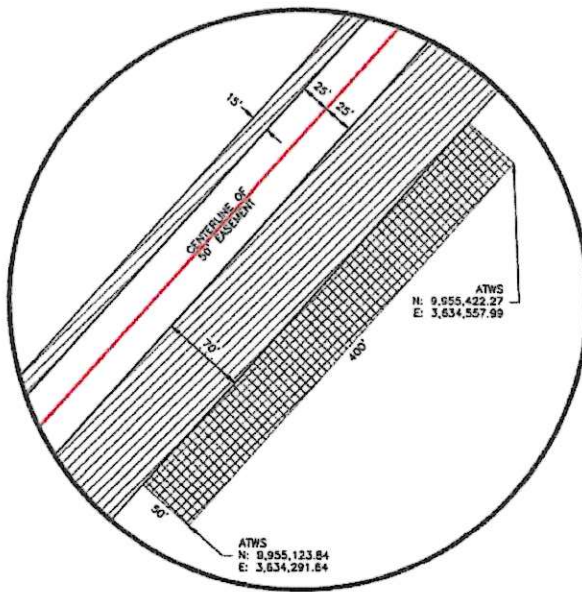
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# EXHIBIT "A"



DETAIL "E"  
NOT TO SCALE



DETAIL "D"  
NOT TO SCALE

O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WALLER COUNTY, TEXAS  
O.R.W.C.T. OFFICIAL RECORDS WALLER COUNTY, TEXAS  
VOL. PG VOLUME, PAGE  
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IP

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EXISTING PIPELINE  
FLY TO  
IRON ROD  
IP

**TABLEROCK**  
2204 EMBERLOCH PL., STE. 100  
THE WOODLANDS, TX 77380  
OFFICE: 832-415-3869  
TBP/LS FIRM NO. 10194261

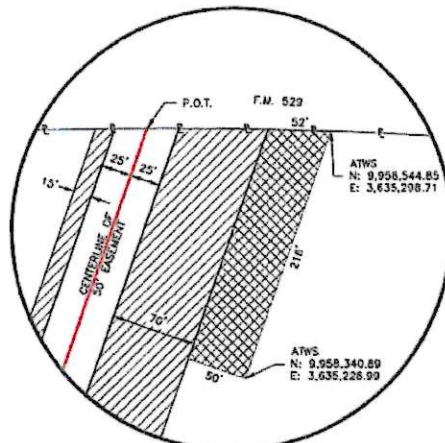
**BLACKFIN**

PROJECT: BLACKFIN  
OWN: BY: DUC DATE: 11/9/2023  
CHK: BY: KJJ DATE: 11/9/2023  
PAGE 3 OF 6 REV: 0

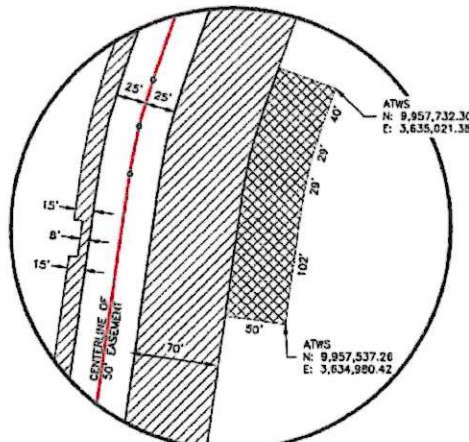
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POINT OF INTERSECTION  
P.O.B.  
P.O.T.  
P.O.R.  
P.O.E.  
P.O.R.E.  
R.O.W.  
●  
●  
CENTERLINE  
PROPERTY LINE  
SURVEY LINE  
ADJACENT PROPERTY  
EXISTING PIPELINE  
FLY TE  
IRON ROD  
IRON PIPE

**PABLEROCK**  
2204 THUNDERBOLT FL. STE. 180  
THE WOODLANDS, TX 77380  
OFFICE: 832-415-3869  
TBPES FIRM NO. 10194261

**BLACKFIN**

PROJECT: BLACKFIN  
OWN BY: DJC DATE: 11/9/2023  
GUL BY: KAJ DATE: 11/9/2023  
PAGE: 4 OF 8 REV: 0

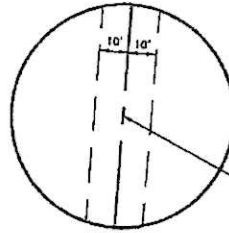
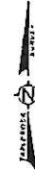
BFP-TX-WLR-0049.000  
50' WIDE PERMANENT EASEMENT  
SWEET LAKE LAND & OIL COMPANY, LLC, ET AL  
WALLER COUNTY, TEXAS

S:\S.D. Projects\Waller\BFP-2023-4130 Blackfin\TBPES\WALLER (0049 - 0130)\BFP-TX-WLR-0049.000 SWEET LAKE LAND & OIL CO. LLC ET AL\BFP-TX-WLR-0049.000.dwg

# EXHIBIT "A"

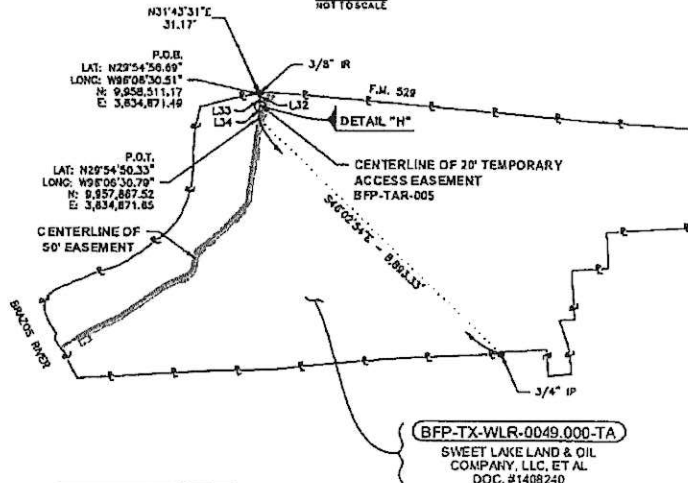
TEMPORARY ACCESS EASEMENT CENTERLINE LENGTH

648.04 FEET = 39.28 RODS



CENTERLINE OF 20' TEMPORARY ACCESS EASEMENT BFP-TAR-005

DETAIL "H" NOT TO SCALE



LINE TABLE		
NUMBER	BEARING	LENGTH
L32	S12°09'00"E	132.40'
L33	S05°20'44"E	55.89'
L34	S04°06'22"W	458.75'

JUAN A. PADILLO SURVEY, A-48

## NOTES:

1. OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACTING SERVICES PROVIDED BY NONPLECT. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. EASEMENTS OF RECORD MAY EXIST AND ARE NOT SHOWN HEREON. THIS PLAT DOES NOT REPRESENT A BOUNDARY SURVEY.
2. ALL COORDINATES, BEARINGS AND DISTANCES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983 (2011 ADJUSTMENT), CENTRAL ZONE (4203), U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY TABLEROCK SURVEY, LLC.
3. SEE THE LEGAL DESCRIPTION MADE THIS DAY IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT OF EASEMENT.

O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WALLER COUNTY, TEXAS  
O.P.R.W.C.T. OFFICIAL RECORDS WALLER COUNTY, TEXAS  
VOL. PG. VOLUME, PAGE  
DOC # DOCUMENT NUMBER

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

## LEGEND

0' 1500' 3000'  
GRAPHIC SCALE IN FEET

POINT OF BEGINNING P.O.B.  
POINT OF TERMINATION P.O.T.  
POINT OF REFERENCE P.O.R.  
POINT OF ENTRY P.O.E.  
POINT OF RE-ENTRY P.O.R.E.  
BOUNDARY MONUMENT A.B.M.  
POINT OF INTERSECTION

ROAD CENTERLINE  
PROPERTY LINE  
SURVEY LINE  
ADJACENT PROPERTY  
EXISTING EASEMENT  
FLY LINE  
IRON ROD  
IRON PIPE

**TABLEROCK**  
2204 BURKELAND PL., STE. 100  
THE WOODLANDS, TX 77380  
OFFICE: 832-415-3669  
TELEFAX: 832-415-3669  
TERRIS FIRM NO. 12184261

**BLACKFIN**

PROJECT: BLACKFIN  
PREP. BY: DJC  
DATE: 11/9/2023  
CHK. BY: KJU  
DATE: 11/9/2023  
PAGE: 5 OF 8  
BOX: 0

BFP-TX-WLR-0049.000-TA  
20' WIDE TEMPORARY ACCESS EASEMENT  
SWEET LAKE LAND & OIL COMPANY, LLC, ET AL  
WALLER COUNTY, TEXAS

EXHIBIT "A"  
SWEET LAKE LAND & OIL COMPANY, LLC, ET AL

CENTERLINE DESCRIPTION OF A FIFTY-(50)-FOOT-WIDE PERMANENT EASEMENT SITUATED IN THE JUAN A. PADILLO SURVEY, A-48 IN WALLER COUNTY, TEXAS, AND OVER AND ACROSS THAT TRACT DESCRIBED IN DEED TO SWEET LAKE LAND & OIL COMPANY, LLC, ET AL AS RECORDED IN DOCUMENT NUMBER 1408240 OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS (O.P.R.W.C.T.) SAID FIFTY-(50)-FOOT-WIDE EASEMENT BEING SITUATED TWENTY-FIVE-(25)-FEET ON EACH SIDE OF THE HEREIN DESCRIBED CENTERLINE, THE SIDELINES OF SAID EASEMENT BEING LENGTHENED OR SHORTENED TO INTERSECT THE BOUNDARIES OF THE ABOVE REFERENCED TRACT OF LAND, SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

POINT OF BEGINNING, being a point on the west line of said tract [N: 9,951,822.64, E: 3,629,704.89], and the east bank of the Brazos River from which a 3/4-inch-diameter iron pipe found marking a south angle corner of said tract bears South 89°22'06" East, 11,570.01 feet;

THENCE across said tract the following bearings and distances:

North 58°53'40" East, 884.32 feet;

North 64°07'03" East, 849.21 feet;

North 55°07'31" East, 1,397.69 feet;

North 60°40'28" East, 39.82 feet;

North 65°28'34" East, 690.36 feet;

North 57°10'25" East, 40.00 feet;

North 48°54'51" East, 40.00 feet;

North 40°39'16" East, 53.54 feet;

North 32°38'10" East, 40.00 feet;

North 24°37'04" East, 40.00 feet;

North 16°35'58" East, 40.00 feet;

North 08°34'52" East, 354.03 feet;

North 17°03'50" East, 40.00 feet;

North 25°32'47" East, 40.00 feet;

North 34°01'45" East, 40.00 feet;

North 42°30'42" East, 44.14 feet;

North 50°59'39" East, 407.06 feet;

North 51°14'15" East, 299.52 feet;

North 52°17'29" East, 31.05 feet;

North 49°39'20" East, 40.00 feet;

North 44°23'04" East, 40.00 feet;

North 41°44'56" East, 871.55 feet;

EXHIBIT "A"  
SWEET LAKE LAND & OIL COMPANY, LLC, ET AL

North 33°16'32" East, 40.00 feet;  
North 24°48'08" East, 40.00 feet;  
North 16°19'45" East, 40.00 feet;  
North 07°51'21" East, 1,077.82 feet;  
North 08°29'59" East, 170.45 feet;  
North 07°51'28" East, 713.84 feet;  
North 10°44'58" East, 40.00 feet;  
North 16°31'59" East, 40.00 feet;

North 18°52'24" East, 853.95 feet to a point on the north line thereof (N: 9,958,547.17, E: 3,635,146.27), and the south right-of-way line of Farm to Market Road 529 (FM 529), for the **POINT OF TERMINATION**, from which a 3/8-inch-diameter iron rod found marking a north angle corner of said tract bears South 87°53'52" West, 258.56 feet;

Said Centerline having a total length of 9,338.35 feet (565.96 rods) and said Permanent Easement containing 10.72 acres of land, more or less.

**TEMPORARY WORKSPACE**

**BEING** various widths strips of land, parallel and coincident with and adjoining the sides of the above described fifty-(50)-foot wide Permanent Easement. Said strips of land shall extend the entire length of said Permanent Easement as shown on the attached plat containing 17.91 acres of land, more or less.

**ADDITIONAL TEMPORARY WORKSPACE**

**BEING** an additional temporary workspace as shown on the attached plat containing 3.02 acres of land, more or less.

**NOTES**

- 1) Ownership and tract information shown herein is based on abstracting services provided by Norfleet. This description was prepared without a commitment for title insurance. Easements of record may exist and are not indicated herein. This description does not represent a boundary survey.
- 2) All coordinates, bearings, distances and areas are referenced to the Texas Coordinate System of 1983 (2011 Adjustment), Central Zone (4203), U.S. survey feet, based on GPS observations made by Tablerock Survey, LLC.
- 3) Refer to the attached plat of this document, made this day in conjunction with and considered an integral part of this description.

INTENTIONALLY LEFT BLANK

EXHIBIT "A"  
TEMPORARY ACCESS EASEMENT

CENTERLINE DESCRIPTION OF A TWENTY-(20)-FOOT-WIDE TEMPORARY ACCESS EASEMENT SITUATED IN THE JUAN A. PADILLO SURVEY, A-48 IN WALLER COUNTY, TEXAS, AND OVER AND ACROSS THAT TRACT DESCRIBED IN DEED TO SWEET LAKE LAND & OIL COMPANY, LLC, ET AL AS RECORDED IN DOCUMENT NUMBER 1408240 OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS (O.P.R.W.C.T.) SAID TWENTY-(20)-FOOT-WIDE EASEMENT BEING SITUATED TEN-(10)-FEET ON EACH SIDE OF THE HEREIN DESCRIBED CENTERLINE, SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**POINT OF BEGINNING**, being a point on the north line of said tract [N: 9,958,511.17, E: 3,634,871.49], and the south right-of-way line of Farm to Market Road 529 from which a 3/8-inch-diameter iron rod found marking a north angle corner of said tract bears North 31°43'31" East, 31.17 feet;

**THENCE** across said tract the following bearings and distances:

South 12°09'06" East, 132.40 feet;

South 05°20'44" East, 55.89 feet;

South 04°06'22" West, 459.75 feet to a point within said tract [N: 9,957,867.79, E: 3,634,871.65], for the **POINT OF TERMINATION**, from which a 3/4-inch-diameter iron pipe found marking a south angle corner of said tract bears South 46°02'54" East, 8,893.33 feet;

Said Centerline having a total length of 648.04 feet (39.28 rods).

NOTES

- 1) Ownership and tract information shown herein is based on abstracting services provided by Norfleet. This description was prepared without a commitment for title insurance. Easements of record may exist and are not indicated herein. This description does not represent a boundary survey.
- 2) All coordinates, bearings, distances and areas are referenced to the Texas Coordinate System of 1983 (2011 Adjustment), Central Zone (4203), U.S. survey feet, based on GPS observations made by Tablerock Survey, LLC.
- 3) Refer to the attached plat of this document, made this day in conjunction with and considered an integral part of this description.



Tablerock Survey, LLC  
2204 Timberloch Place, Suite 180  
The Woodlands, TX., 77380  
Phone: 832-415-3869  
TBPELS Firm License No. 10194261

  
Benjamin K. Fontenot      Date  
Registered Professional Land Surveyor  
State of Texas License No. 5903



**ATTACHMENT 5**

**Payment Check**



# Basis2 Receipt Report by Endorsement Number

NOV-15-24 04:27 PM

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>
TRINITY RIVER/TRINITY RIVER BASIN	M541353		SWCA INC	CK	60122		BS00111413	15-OCT-24	\$251.25