

TCEQ Interoffice Memorandum

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 14032
CN606266211, RN112067822
Application No. 14032 for a Temporary Water Use Permit
Texas Water Code § 11.138, Requiring Limited Mailed Notice
Trinity River, Trinity River Basin
Liberty County

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. Limited mailed notice to downstream water right holders of record in the Trinity 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

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 14032
CN606266211, RN112067822
Application No. 14032 for a Temporary Water Use Permit
Texas Water Code § 11.138, Requiring Limited Mailed Notice
Trinity River, Trinity River Basin
Liberty County

Dear Ms. Kelton:

This acknowledges receipt of additional information on December 17, 2024, and of fees in the amount of \$44.60 (Receipt No. M550786, 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 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>Card Auth.</u> <u>User Data</u>	<u>CC Type</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	N	BS00113477	09-JAN-25	-\$69.53
	WUP	14030	010925	N	D5801749		
WATER USE PERMITS	WUP	SWCA INC	VHERNAND	CK			
	WUP	M550786	60136	N	BS00113477	09-JAN-25	-\$44.60
	WUP	14032	010925	N	D5801749		
WATER USE PERMITS	WUP	SWCA INC	VHERNAND	CK			
	WUP	M550787	60137	N	BS00113477	09-JAN-25	-\$57.31
	WUP	14031	010925	N	D5801749		
WATER USE PERMITS	WUP	SWCA INC	VHERNAND	CK			
Total (Fee Code) :							-\$171.44
Grand Total:							-\$25,945.77

RECEIVED

JAN 10 2025

Water Availability Division

Natalia Ponebshek

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

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



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>
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



From: Natalia Ponebshek [REDACTED]
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>
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

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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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>

Subject: RE: Phone issues

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Thanks,
Susan

Susan Fischer

Project Manager – Environmental

SWCA Environmental Consultants

10245 W. Little York, Suite 600

Houston, Texas 77040

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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>

Subject: Phone issues

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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



Delaware

The First State

Page 1

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



Jeffrey W. Bullock, Secretary of State

7213310 8100
SR# 20230463931

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

Authentication: 202688029
Date: 02-10-23

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

February 10, 2023

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

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

[Signature Page Follows]

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

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

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

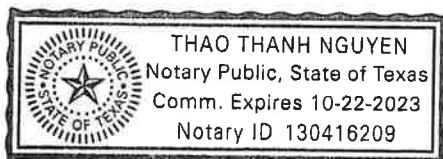
By: Glenn Kellison

Name: Glenn Kellison

Title: Senior Vice President, Blackfin Pipeline, LLC

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

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



Thao Nguyen
Notary Public in and for the State of Texas

Natalia Ponebshek

From: Natalia Ponebshek
Sent: Monday, December 16, 2024 5:31 PM
To: [REDACTED]
Cc: Chris Kozlowski; Humberto Galvan
Subject: Blackfin Pipeline LLC, WRTP 14032 RFI
Attachments: Blackfin_Pipeline_LLC_14032_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 14032
CN606266211, RN112067822
Application No. 14032 for a Temporary Water Use Permit
Texas Water Code § 11.138, Requiring Limited Mailed Notice
Trinity River, Trinity River Basin
Liberty County

Dear Ms. Kelton:

This acknowledges receipt, on October 16, 2024, of the referenced application and fees in the amount of \$251.25 (Receipt No. M541354, copy attached).

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 **\$44.60** 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 39.9 acre-feet)	\$ 39.90
Notice Fee (\$0.94 x 5 WR Holders)	\$ 4.70
TOTAL FEES	\$ 295.85
FEES RECEIVED	\$ 251.25
TOTAL FEES DUE	\$ 44.60

Ms. Leslie Kelton
Application No. 14032
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 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 10:18 AM

Acct. #: EMG

Account Name: TEMPORARY/EMERGENCY WTR USE PERMIT ISSUE

<u>Paid For</u>	<u>Endors. #</u>	<u>Ref #2</u>	<u>Paid In By</u>	<u>PayTyp</u>	<u>Chk #</u>	<u>Card#</u>	<u>Bank Slip</u>	<u>Tran.Date</u>	<u>Receipt Amnt.</u>
TRINITY RIVER/TRINITY RIVER BASIN	M541354		SWCA INC	CK	60123		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: _____
- 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 Liberty

2. **Type of Diversion (check one):** ☒ From Stream ☐ From Reservoir
3. **Rate of Diversion:**
- A. Maximum 5,000 gpm (capacity of pump)

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

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

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

At Latitude 30.327836 °N, Longitude -94.780753 °W, ((at) or (near) the stream crossing of), (at a reservoir in the vicinity of) State Highway 146 N (R-O-W) (Highway), located in Zip Code 77327, located 18.62 miles in a north direction from Liberty (County Seat), Liberty County, and 12.38 miles in a northwest direction from Hardin, a nearby town shown on County road map. Note: Distance in straight line miles.

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

At Latitude 30.328031 °N, Longitude -94.782722 °W, ((at) or (near) the stream crossing of), (at a reservoir in the vicinity of) State Highway 146 N (R-O-W) (Highway), located in Zip Code 77327, located 18.62 miles in a north direction from Liberty (County Seat), Liberty County, and 12.38 miles in a northwest direction from Hardin, 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.

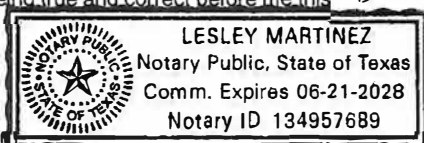
6. **Access to Diversion Point (check one):**
- ☐ Public right-of-way
- ☒ Private property (A letter of permission from landowner is attached)
- ☐ Other (Explain) _____
7. **Fees Enclosed:**
- | | 10 ac-ft or less | greater than 10 ac-ft |
|--------------------------------------------|------------------|-----------------------|
| 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)

Subscribed and sworn to me as being true and correct before me this 8th day of October, 2024



Lesley Martinez
Notary Public, State of Texas

RECEIVED
OCT 16 2024

Water Availability Division

2023

2

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 39.9 Acre-Feet
Blackfin Pipeline, LLC
Blackfin Pipeline
Liberty County, Texas**

Dear Texas Commission on Environmental Quality:

Blackfin Pipeline, LLC (Blackfin) requests permission to withdraw water from the Trinity River in Liberty County, Texas to hydrostatically test the Blackfin Pipeline. Specifically, Blackfin proposes to withdraw up to 39.9 acre-feet (13,000,000 gallons) of water between the east bank diversion (30.327836°, -94.780753°) and west bank diversion (30.328031°, -94.782722°) 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 Trinity 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

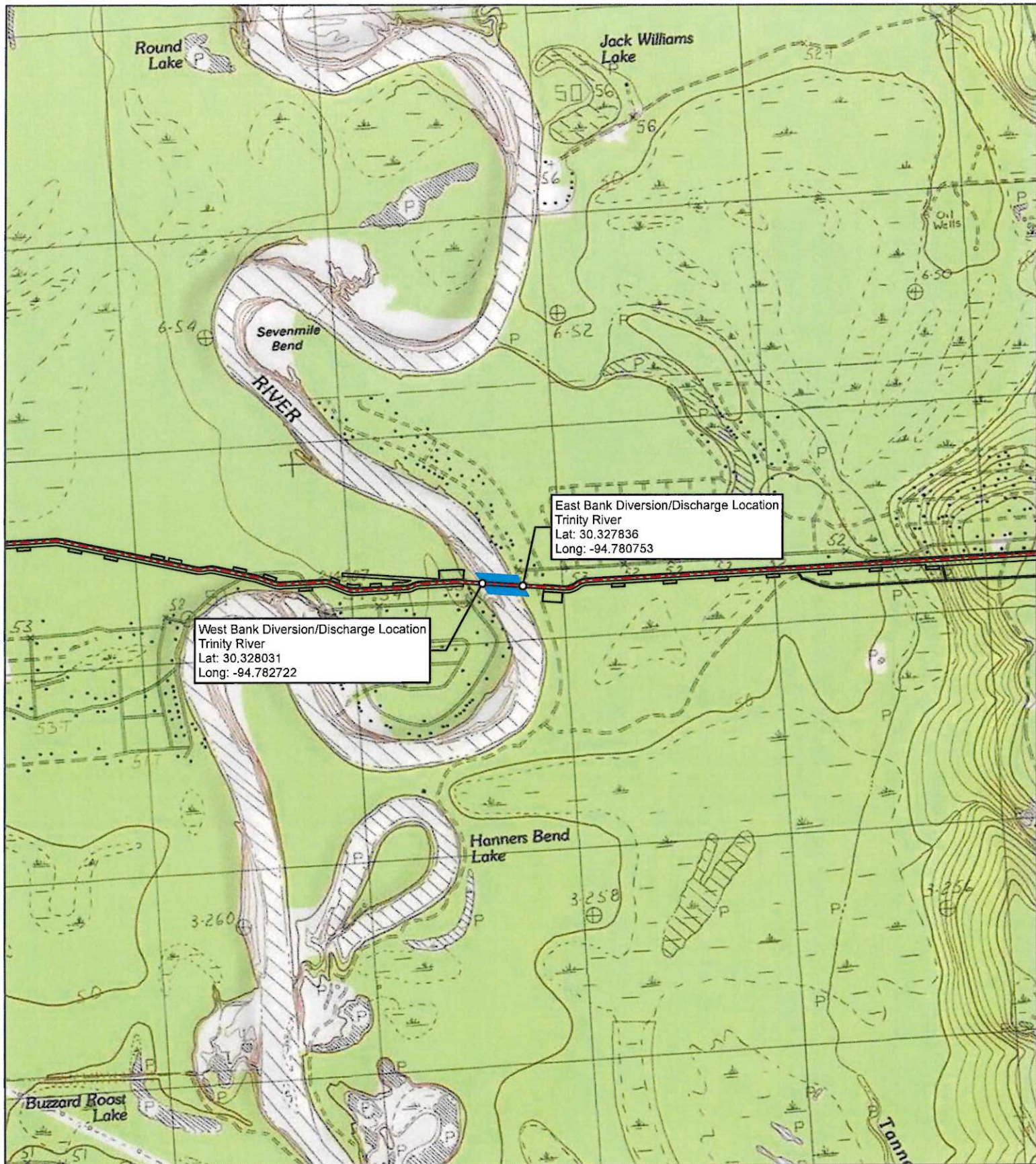
Attachments: Attachment 1 – TCEQ Form 10202, Attachment 2 – Maps, Attachment 3 – Environmental Measures, Attachment 4 – Copy of Easement Agreements, Attachment 5 –Payment Check

RECEIVED
OCT 16 2024
Water Availability Division

CK # 60123

ATTACHMENT 2

Maps



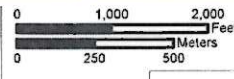
BLACKFIN PIPELINE PROJECT
USACE GALVESTON DISTRICT

Hydrotest Location Map

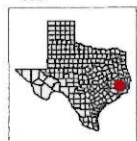
Trinity River

- Project Centerline
- Hydrotest Location
- Workspace
- Surveyed Waterbody

Liberty County, Texas
NAD 1983 StatePlane Texas
Central FIPS 4203 Feet
30.3278°N 94.7808°W



1:24,000



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

SWCA
ENVIRONMENTAL CONSULTANTS

ATTACHMENT 3
Environmental Measures

Impingement and Entrainment

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

ATTACHMENT 4

Copy of Easement Agreements

RETURN RECORDED ORIGINAL TO:

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

Project: Blackfin
Tract No.: BFP-TX-LIB-0611.000
Liberty County, TX

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

EASEMENT AND RIGHT OF WAY AGREEMENT

STATE OF TEXAS

§

COUNTY OF LIBERTY

§

KNOW ALL MEN BY THESE PRESENTS:

This Easement and Right of Way Agreement (the "Agreement"), is by and between **L.L.M.S., LTD., A TEXAS LIMITED PARTNERSHIP**, whose address is 1617 PARISH LINE ROAD, DERIDDER, LOUISIANA 70634 (hereinafter referred to as "Grantor", whether one or more), and **BLACKFIN PIPELINE, LLC**, a Delaware limited liability company, with a mailing address for all correspondence at 100 Congress Avenue, Suite 2200, Austin, Texas 78701, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND NO/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee a non-exclusive, free and unobstructed permanent easement and right of way in order to, among other rights described below, construct, operate and maintain one (1) pipeline (the "Pipeline") up to forty-eight inches (48") in nominal diameter (excluding any protective coating or wrapping) and above and below-ground appurtenant facilities as described in this Agreement, in, over, through, across, under, and along land owned by Grantor (the "Lands"), said easement route shown by plat on **Exhibit "A"** attached hereto and incorporated herein for all purposes (the "Easement Area").

Grantor does also hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee non-exclusive temporary workspace and, as shown by plat on **Exhibit "A"** attached hereto (the "Temporary Easement Area"), in order to construct the Pipeline and any appurtenant facilities and non-exclusive temporary access on, over, through, across, under, and along the Easement Area and to restore the property as required under this Agreement (the Easement Area and Temporary Easement Area, are collectively hereafter referred to as the "Easements"). The term of the Temporary Easement Area shall be for a period to extend twenty-four (24) months from the date of construction commencement on the Lands, not including any delays or stoppages due to any event outside of Grantee's control. However, if Grantee has completed its use of the Temporary Easement Area prior to the expiration of said period, then the Temporary Easement Area shall immediately terminate. All rights, duties and/or obligations arising by or under this Agreement shall only apply to the Temporary Easement Area while same is in effect. While the Temporary Easement Area is non-exclusive, Grantor agrees that it may not utilize such area at the same time that Grantee is actively working within the Temporary Easement Area.

It is further agreed as follows:

1. Without limiting the foregoing, the right to use the Easements shall belong to Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it. Without limiting the foregoing, the right to use the Easement Area shall be for the purposes of establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, upgrading, adding, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of the Pipeline, and appurtenant facilities (as described herein), within the Easement Area, abandoning in place and removing at will, in whole or in part, the Pipeline, and appurtenant facilities (as described herein), for the transportation of gas, its constituents, derivatives and products, oil, its constituents, derivatives and products, liquefied minerals (including without limitation, condensate, whether obtained from oil or gas wells), and crude petroleum, gas liquids or other mineral solutions, together with above- and below-ground appurtenances, equipment and facilities, including but not limited to valves, controls, cathodic protection devices, measuring and regulating facilities, communication lines, markers, signs, vent pipes, alternative current mitigation equipment, and other equipment, as may be necessary or desirable for the operation of the Pipeline, in, over, through, across, under and along the Easement Area. Grantee may not grant a third party access to the Easements for a purpose that is unrelated to the rights granted in this Agreement.
2. Grantee shall bury the Pipeline within the Easement Area to a minimum depth of thirty-six inches (36") below the surface of the ground and any then-existing drainage ditches, creeks and roads. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills to ensure proper lateral and subjacent support for and drainage for the Pipeline and appurtenant facilities related to this pipeline project. In the event of any excavation within the Easements, including, but not limited to, installation and construction of the Pipeline or in the event of removal of the Pipeline herein, at least the top twelve-inches (12") of the topsoil (to the extent that much topsoil exists or the lesser amount of topsoil if less than twelve-inches (12") exists) will be removed and stored separately from the subsoil. As the pipeline trench is backfilled, the subsoil will be replaced over the pipe and pipe bedding and the separated topsoil will be placed on top of the subsoil. All of the backfill material will be compacted to restore the land, as much as reasonably practicable, to its original condition.
3. Grantee shall have the right of ingress, egress, entry and access in, to, through, on, over, under, and across the Easements and where same intersect any public road or public right-of-way or other easement to which Grantee has the right to access and along any roads, whether existing now or in the future, on the Lands, for any and all purposes necessary and/or incident to the exercise by Grantee of the rights granted to it by this Agreement. Grantee shall promptly repair any damage to Grantor's roads caused by Grantee in the exercise of any rights granted hereby to a condition that existed prior to Grantee's use. Notwithstanding the foregoing, in case of emergency or obstruction, Grantee may use other portions of the Lands if Grantee determines it necessary to address the emergency or go around the obstruction.
4. The location of the Easements on the Lands, including their maximum widths, is shown by plat on **Exhibit "A"**.

5. The consideration paid by Grantee in this Agreement includes payment for the Easements, both permanent and temporary, any and all damages to Grantor's remaining property, if any, and reasonably anticipated damages caused to the Lands within the Easements during the initial construction and installation of the Pipeline and other appurtenances described herein, including, but not limited to, damages to growing crops and vegetation, income loss from disruption of existing agricultural production or existing leases of any kind, and damages to other facilities. The initial consideration does not cover any surface damages which may accrue from time to time to Grantor's other lands or the Easement Area by reason of the operation, maintenance, repair, inspection, replacement, or removal of the Pipeline. Except as otherwise provided in this Agreement, Grantee shall pay Grantor for any and all other such reasonable damages promptly as they may accrue. Any such claims shall be submitted in writing and accompanied by reasonable documentation supporting the same.
6. Grantee shall have the right, without paying additional damages to Grantor as it is included in the initial consideration, to remove any fence or alter or remove any gate that now crosses or may cross the Easements during initial construction of the Pipeline or thereafter. Prior to cutting any fence, however, Grantee shall brace the existing fence to be cut adequately on both sides of the proposed cut by suitable H-braces to prevent the remainder of the fence from sagging. Before the fence wire is cut, it is to be attached to the posts in a manner that there will be no slackening of or damage to the wire. Each such wire gap is to be reinforced so as to be strong enough to deter livestock from passing through same. Upon completion of initial construction operations, each wire gap will be removed and at Grantee's sole option replaced with (i) fencing of the same or better grade and condition as existed before Grantee cut and gapped same, or (ii) a permanent gate, which gate shall, to the extent reasonably practicable, be constructed out of similar or better grade materials than already used for existing non-ornamental gates on the Lands. Each entry and exit gate shall be securely closed and locked, except when Grantee or its authorized personnel are actually passing through same.
7. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor may not use any part of the Easements if such use may damage, destroy, injure, and/or interfere with Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee. Grantor is not permitted to conduct any of the following activities on the Easements: (1) construct any temporary or permanent building or site improvements; (2) drill or operate any well on the Easements but a well can be directionally drilled under the Easements subject to the terms of Paragraph 9; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above- or below-ground obstruction that may interfere with the purposes for which this Agreement is being acquired may be placed, erected, installed or permitted upon the Easements without the prior written permission of Grantee. Grantor, Grantor's heirs, successors and assigns shall have the right, after at least forty-five (45) days prior written notice to Grantee and review and approval by Grantee thereof, to construct, reconstruct or maintain streets, sidewalks, roads or drives, road ditches, drainage ditches, pipelines, and utilities, at any angle of not less than forty-five (45) degrees to Grantee's Pipeline, over and across the Easement Area, provided that all of Grantee's required and applicable spacing and crossing guidelines, including, without limitation, depth separation limits and other protective requirements, are met by Grantor. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee. Additionally, Grantee shall have the immediate right to

correct or eliminate such violation at the sole risk and expense of Grantor. Grantor shall promptly reimburse Grantee for any expenses or costs related thereto. Grantor further agrees that it will not hereafter interfere in any manner with the purposes for which the Easements are conveyed, and that Grantee shall have the right to remove any improvement, facility or structure that interferes with the purposes for which this Agreement is granted and which is installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, without liability to Grantor for damages. Grantor agrees that before performing any excavation work within the Easement Area, it will satisfy all Texas one-call requirements.

8. Notwithstanding the foregoing, Grantee, has the right, without paying any damages to Grantor, to mow and/or trim or cut down or eliminate any trees or shrubbery from the Easements and, thereafter, from time to time, without paying any damages to Grantor, on the Easements (the Temporary Easement Area only while in effect), to prevent, in Grantee's sole judgment, possible interference with the operation and maintenance of the Pipeline and/or to remove possible hazard thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements (the Temporary Easement Area only while in effect) which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, or convenient operation and maintenance of the Pipeline and appurtenant facilities. All trees and brush removed during construction and other debris generated during construction shall be burned and/or chipped and spread on the Easements or removed to a disposal site. The method of disposal shall be selected by Grantee.
9. Grantor shall retain all the oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of oil, gas, and other minerals on the Easements, but it will be permitted to extract the oil, gas, and other minerals from and under the Easements by directional drilling and other means, provided the drill bit enters the Easements at a subsurface depth of twenty feet (20') or deeper and so long as such activities do not damage, destroy, injure, and/or interfere with Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.
10. Grantee agrees to comply in all respects, at its sole cost, with all applicable federal, state and local laws, rules, and regulations which are applicable to Grantee's activities hereunder, including without limitation, the construction, use, operation, maintenance, repair and service of Grantee's Pipeline, associated equipment and appurtenances thereto.
11. Grantee will restore the ground disturbed by Grantee's use of the Easements and Grantor's remaining property, if any, to as near its original condition as reasonably practicable, and maintain the Easements in a manner consistent with the purposes for which the Easements are acquired. All of Grantee's construction debris shall be cleaned up and removed from the Lands at regular intervals during the term of the Temporary Easement Area and upon completion of installation and construction of the Pipeline, associated equipment and appurtenances thereto.
12. Grantee, its successors and assigns, may not use the Easements for any use other than a use stated in this Agreement, without express written consent of Grantor.
13. This Agreement may be executed in several counterparts, and original signatures may be compiled into the same instrument to avoid unnecessary duplication and be binding upon

the parties who executed any counterpart, regardless of whether it is executed by all parties named herein.

14. Grantee shall have the right to assign this Agreement, in whole or in part, in which event Grantor acknowledges and agrees that the assignee shall succeed to the rights and obligations of Grantee to the extent conveyed in such assignment, and Grantee shall be relieved of obligations with respect to the assigned interest which accrue after the date of assignment. Grantee shall provide written notice to Grantor to the last known address of the person in whose name the property is listed on the most recent tax roll of the county in which the Easements are located if Grantee assigns all or any portion of the rights herein granted to any other entity except for assignments to an affiliate or to a successor through merger, consolidation, or other sale or transfer of all or substantially all of its assets and business.
15. This Agreement constitutes the entire agreement and supersedes any and all prior oral understandings and/or agreements, if any, concerning the subject of this Agreement. Grantor confirms and agrees that Grantor has been made no promise or agreement by Grantee or any agent of Grantee (which is not expressed or referenced specifically within the Agreement) in executing this Agreement, that Grantor is not relying upon any statement or representation of Grantee or any agent of Grantee and that Grantor's execution of this Agreement is free and voluntary; this Agreement may not be modified or amended except on or after the date hereof by a writing signed by the party against whom said modification or amendment is to be enforced.
16. Grantor hereby identifies the following as people or entities having a lease, sublease, or other possessory interest in Grantor's property:

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

17. GRANTOR HAS NOT RELIED UPON AND HEREBY EXPRESSLY DISCLAIMS RELIANCE UPON ANY STATEMENTS, REPRESENTATIONS, INFORMATION OR MATERIALS PROVIDED, SUPPLIED OR FURNISHED BY GRANTEE OR OTHERWISE MADE AVAILABLE BY GRANTEE IN THE PUBLIC DOMAIN OR OTHERWISE (OTHER THAN THOSE MADE IN THIS AGREEMENT).
18. At Grantee's sole option, in lieu of filing this Agreement for record, Grantor and Grantee agree that a memorandum of this Agreement making appropriate reference hereto shall be filed for record in the county wherein the property is located. In the event of any conflict between recitations contained in such memorandum and those contained herein, the provisions of this Agreement shall control.

TO HAVE AND TO HOLD the rights, privileges and authority hereby granted unto Grantee, its successors and assigns, forever, and Grantor does hereby agree to warrant and defend said Easements unto Grantee, its successors and assigns. This Agreement and all of its terms, provisions and obligations shall be covenants running with the land affected thereby and shall

inure to the benefit of and be binding upon Grantor and Grantee and their respective heirs, executors, administrators, successors and assigns.

EXECUTED and effective as of the 28 day of MAY 2024.

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

GRANTOR(S):

L.L.M.S., LTD., A TEXAS LIMITED PARTNERSHIP

By: Barbara Haynes
Print Name: Barbara Haynes
Title: Owner - Grantor

ACKNOWLEDGEMENT

STATE OF Louisiana §
Parish Beauregard §
COUNTY OF Beauregard §

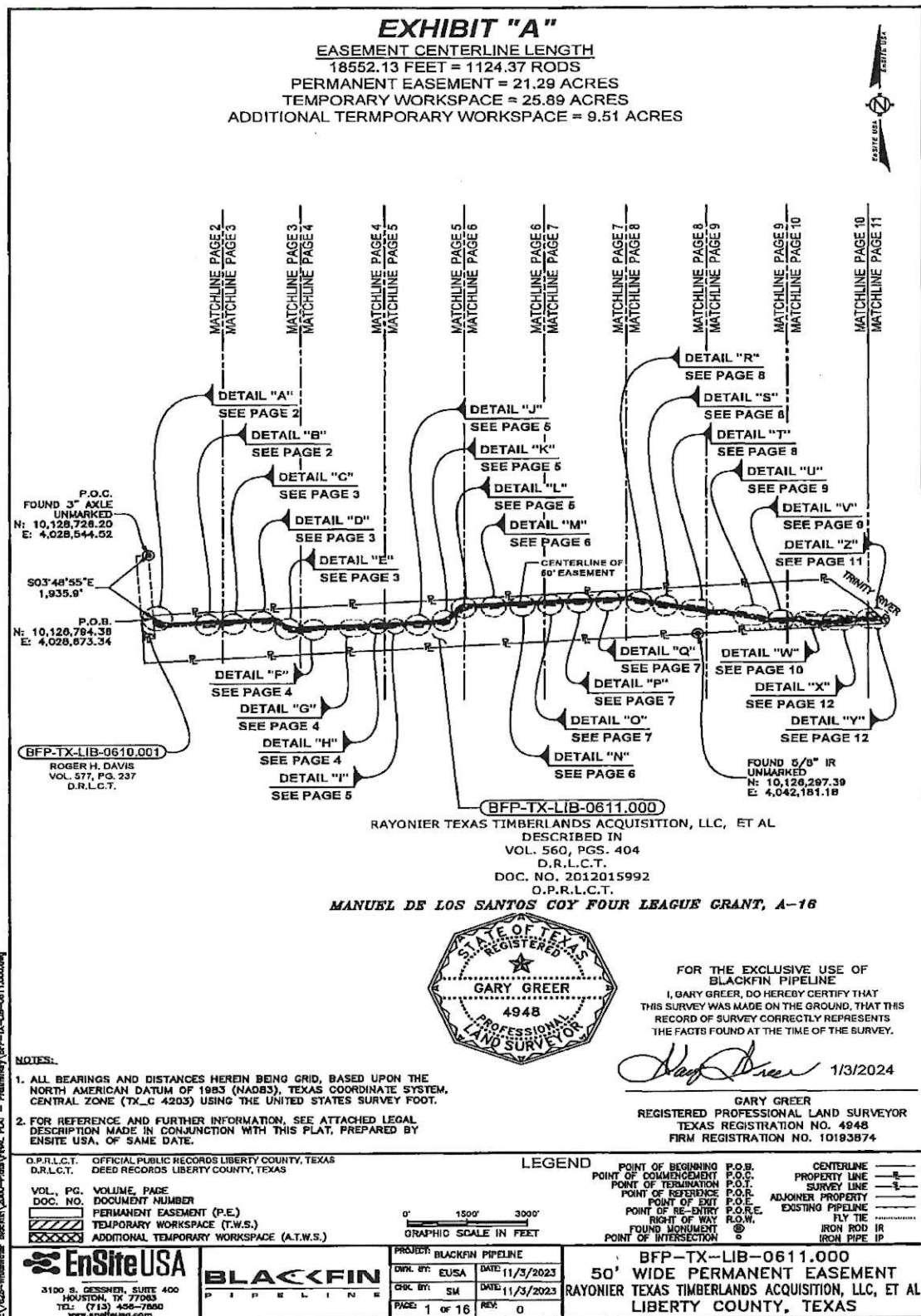
This record was acknowledged before me on February 14 2024, by
Barbara Haynes

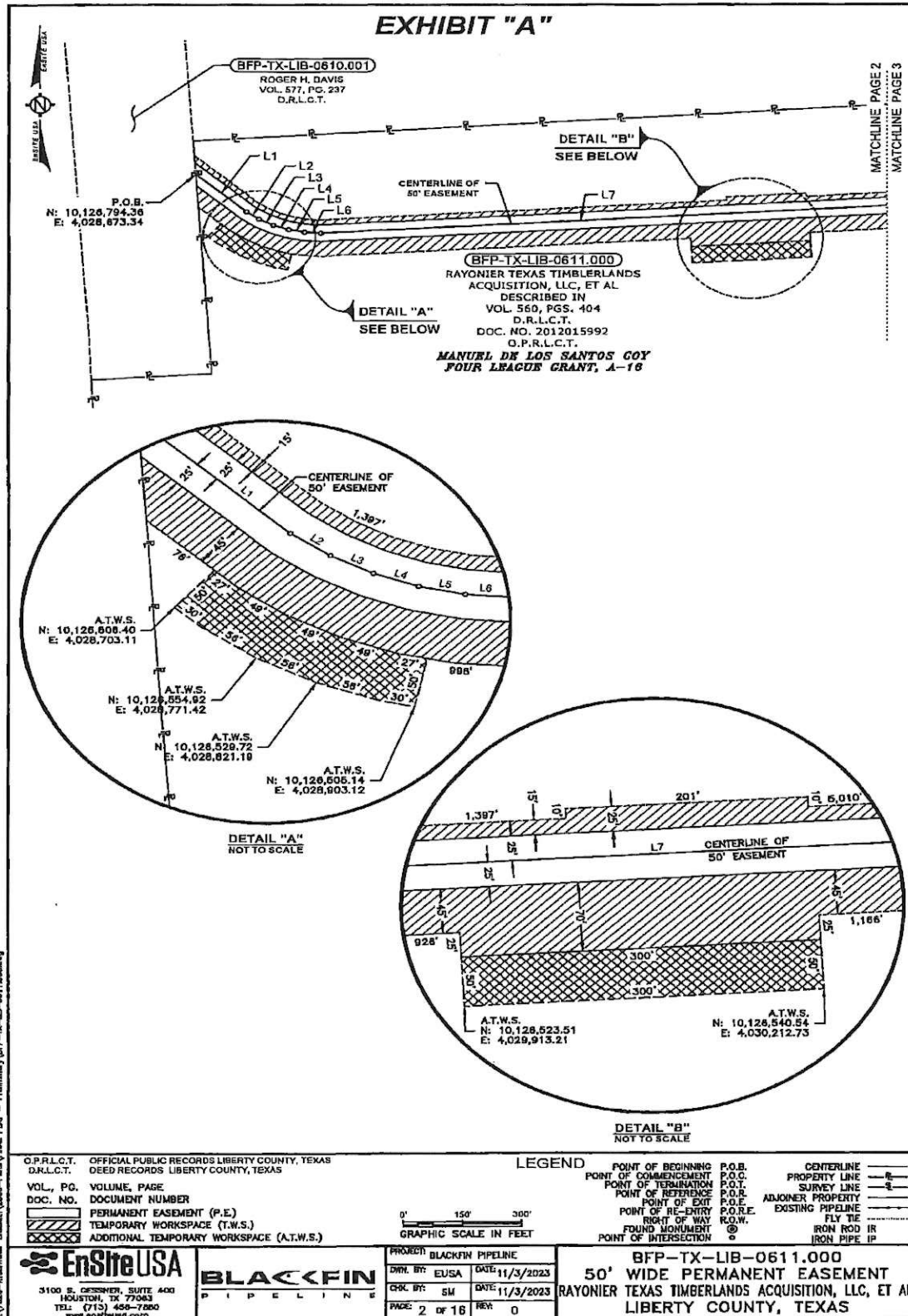
Deborah W. Kelley
Signature of Notary Public

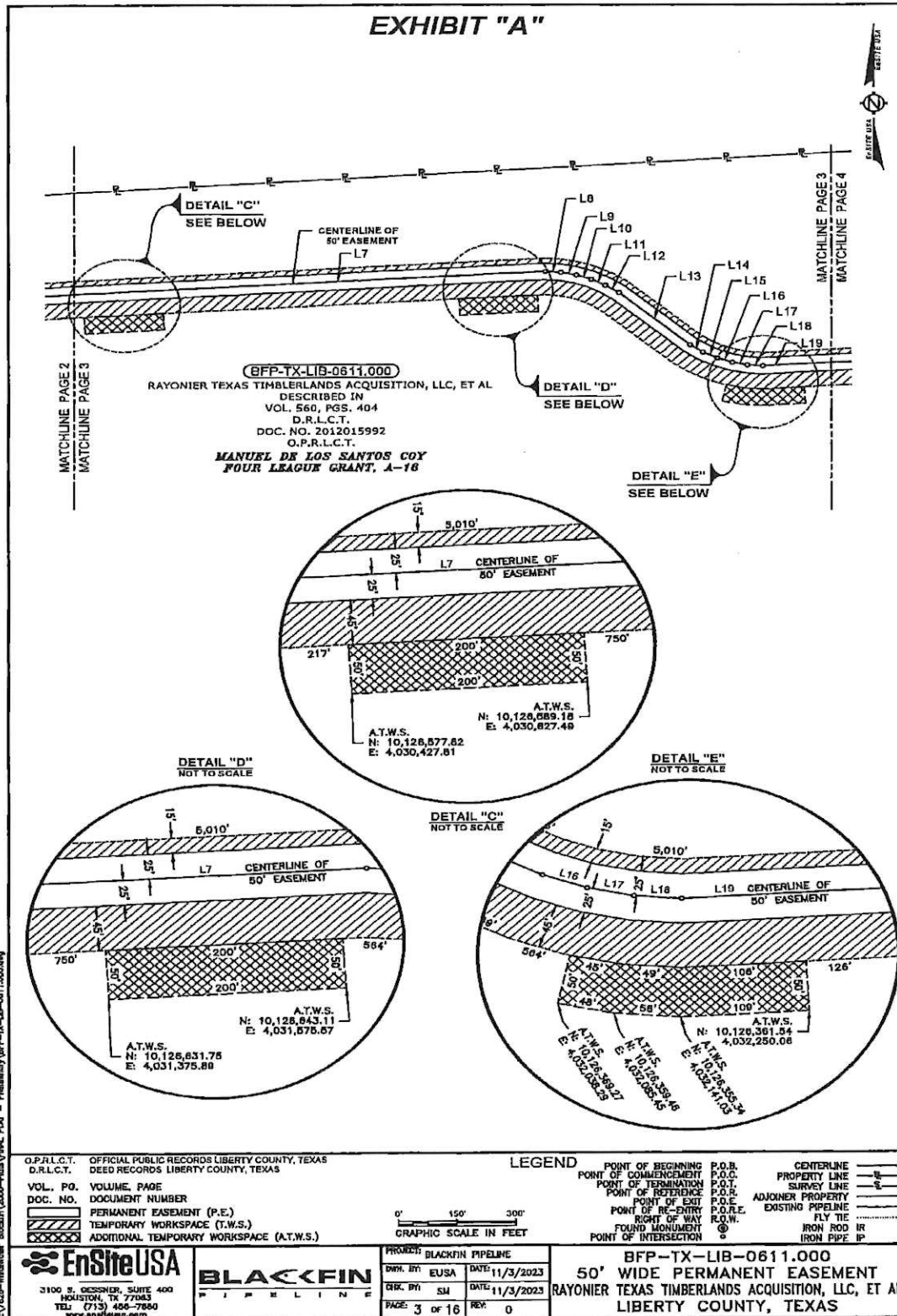
Deborah W. Kelley

#000512

My commission is
for life.







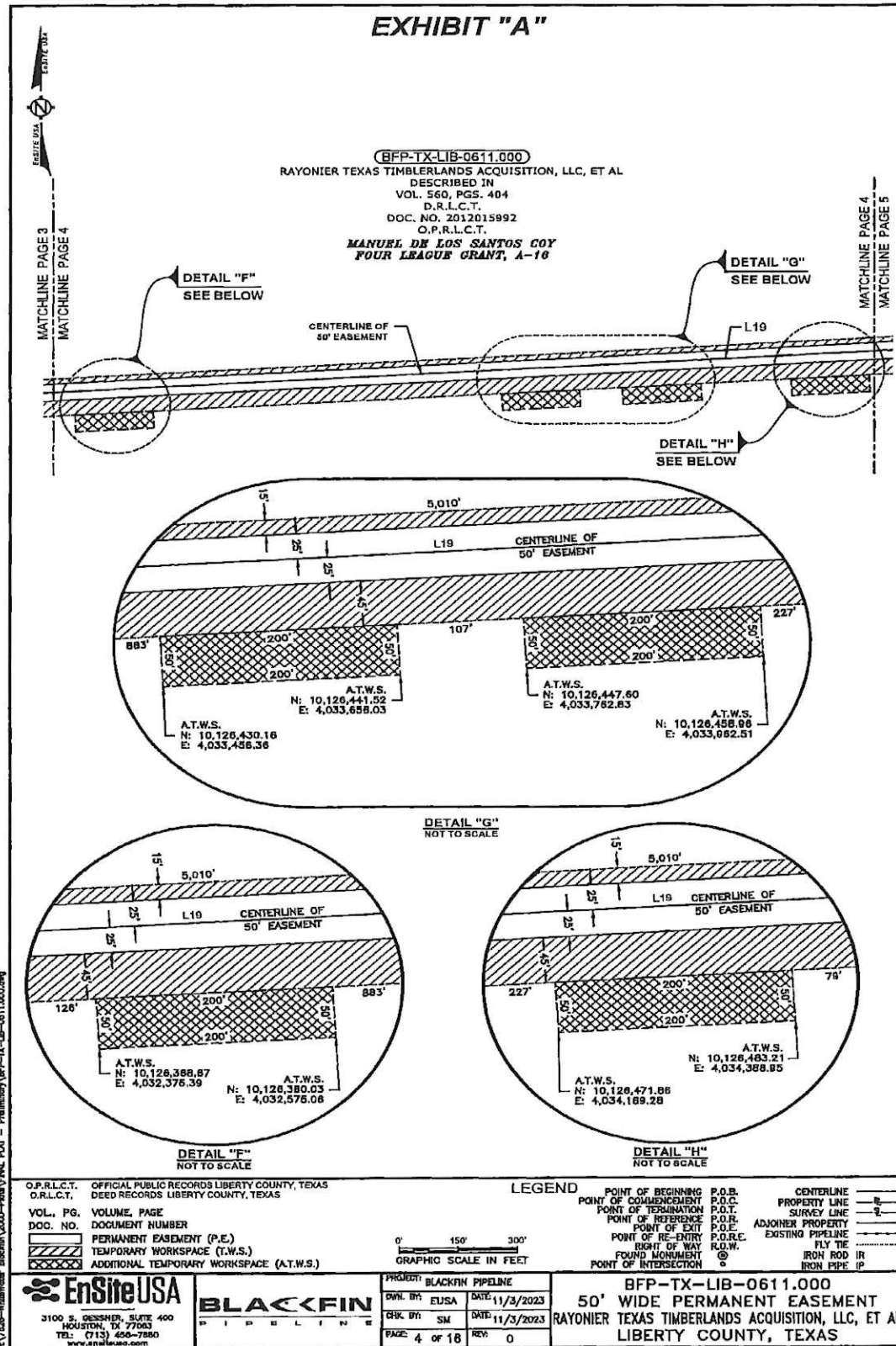
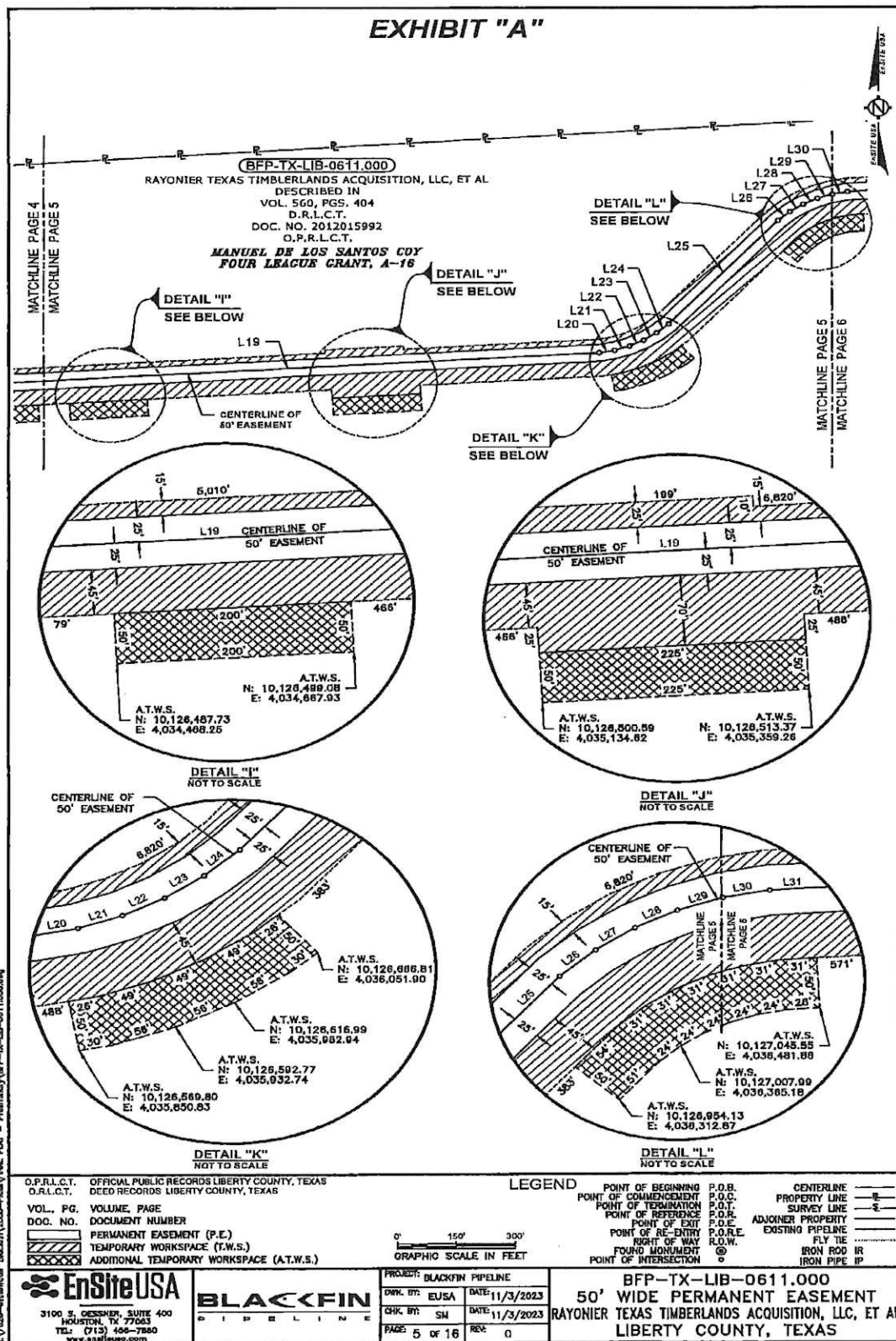
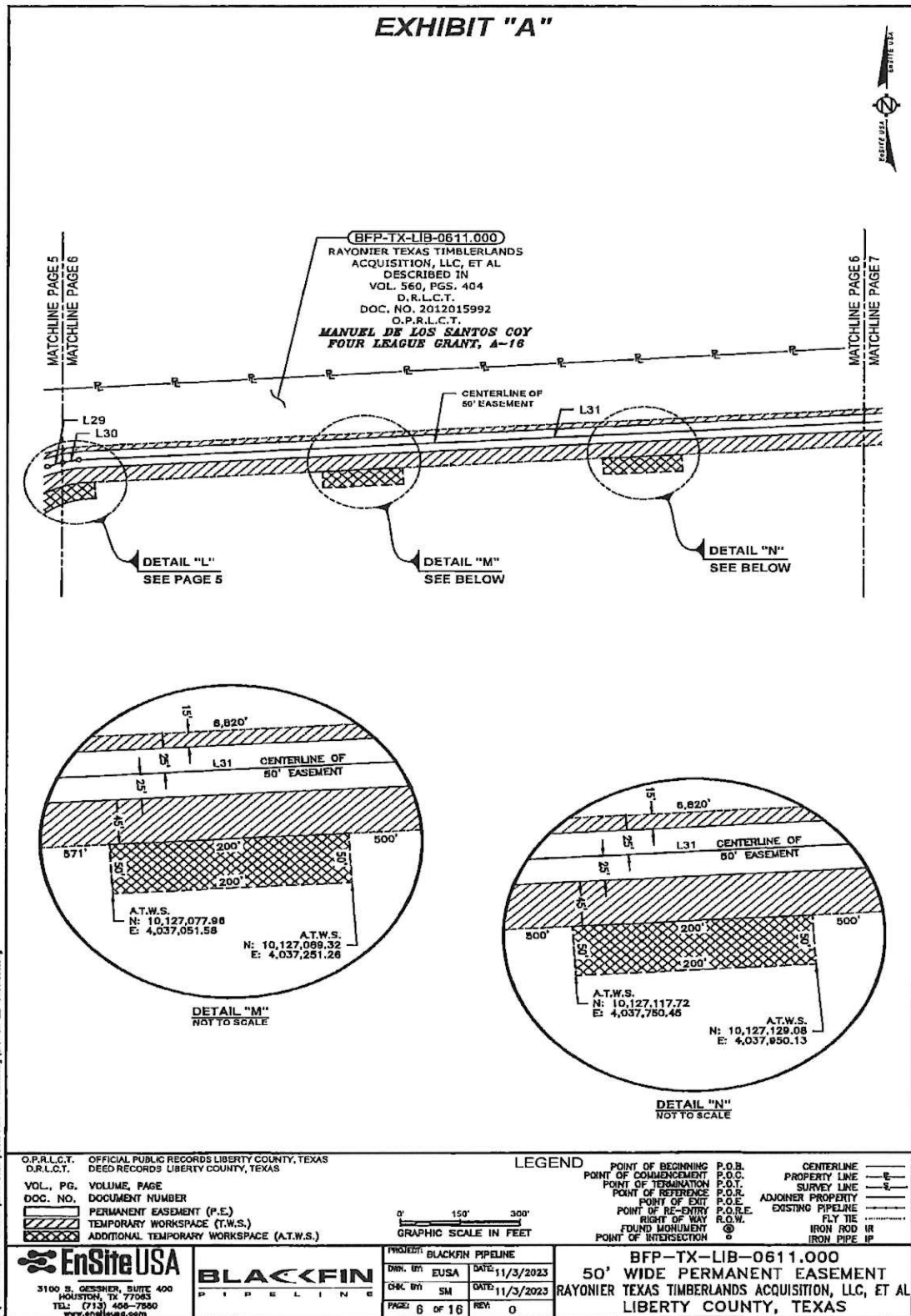
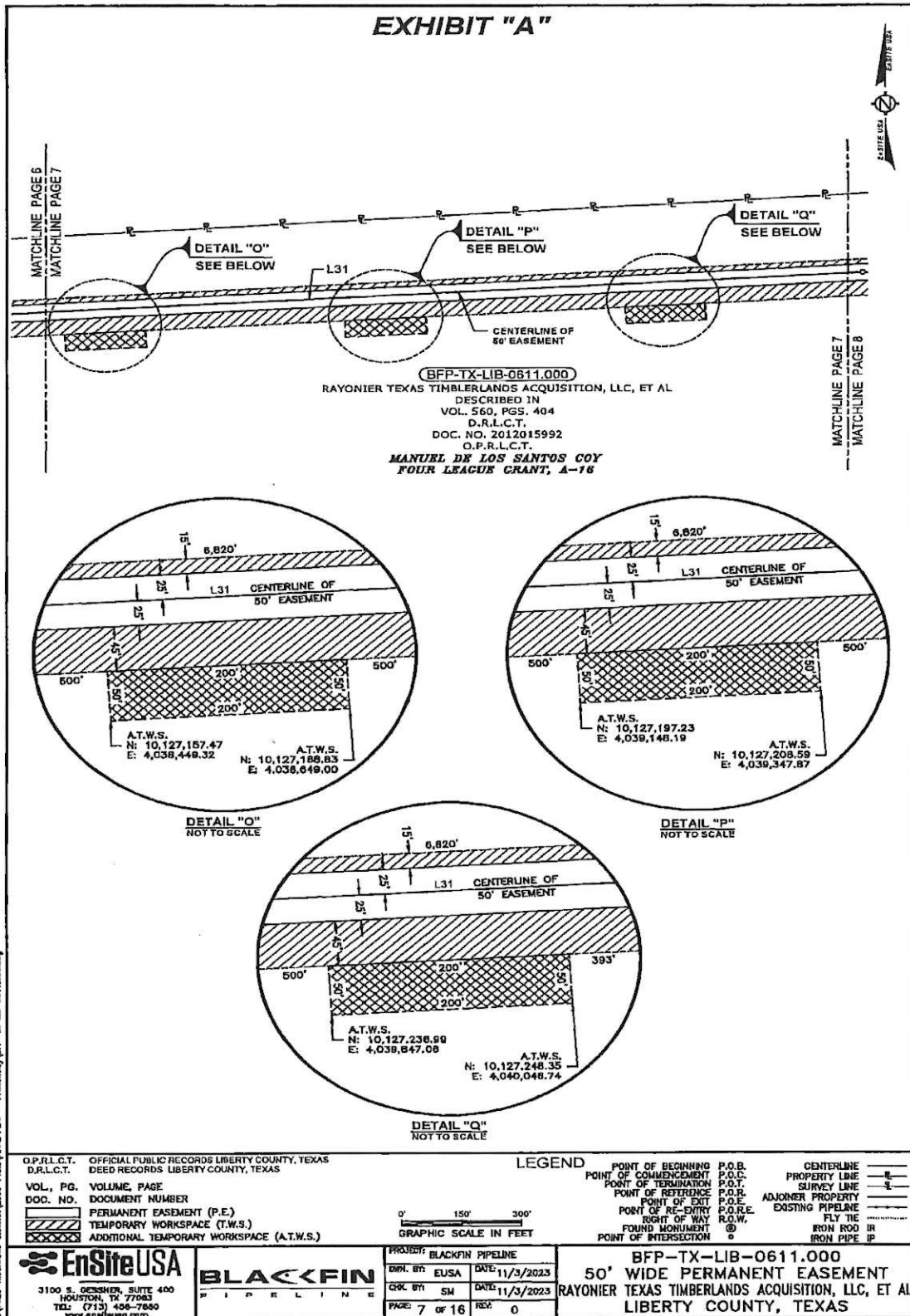


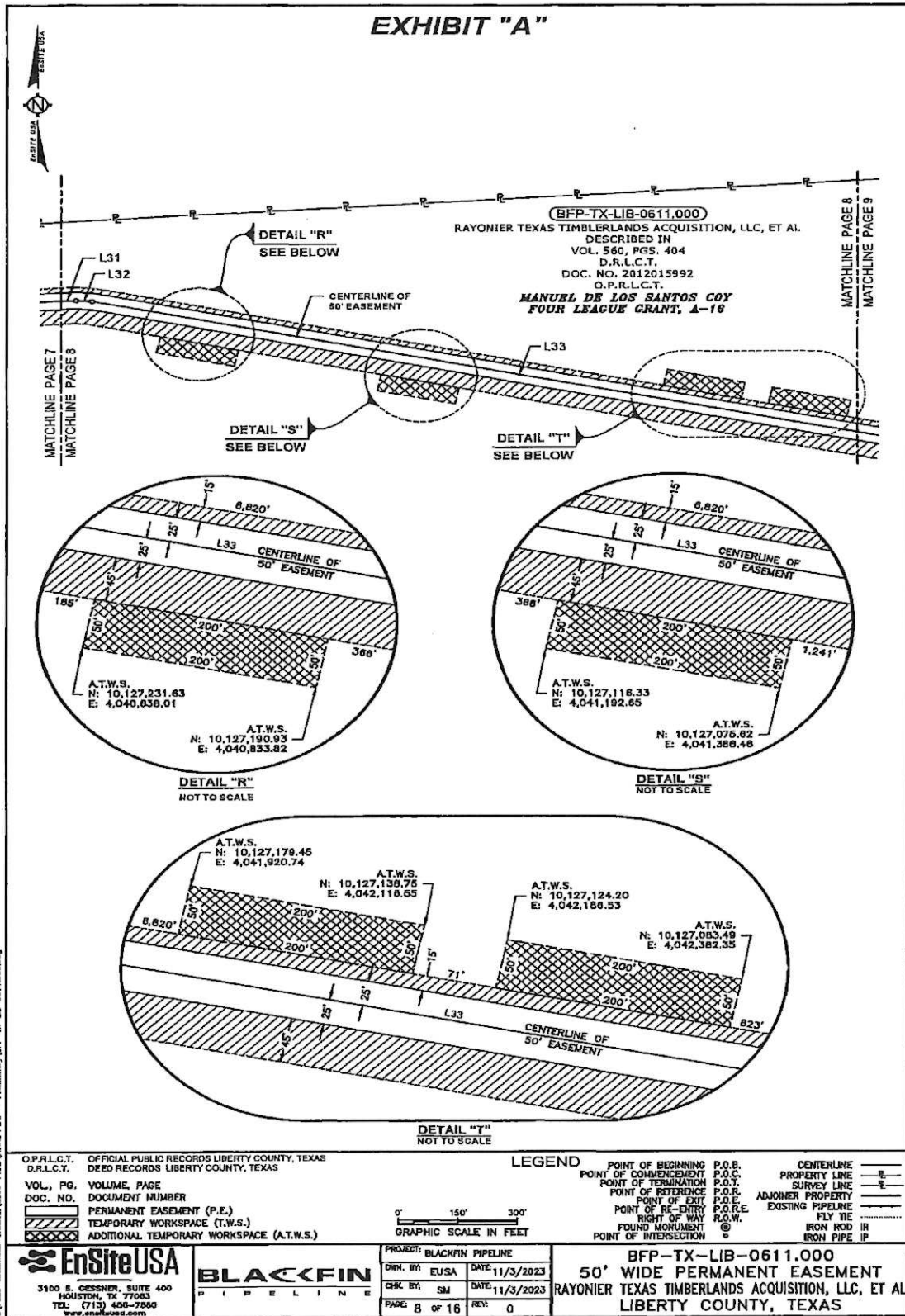
EXHIBIT "A"

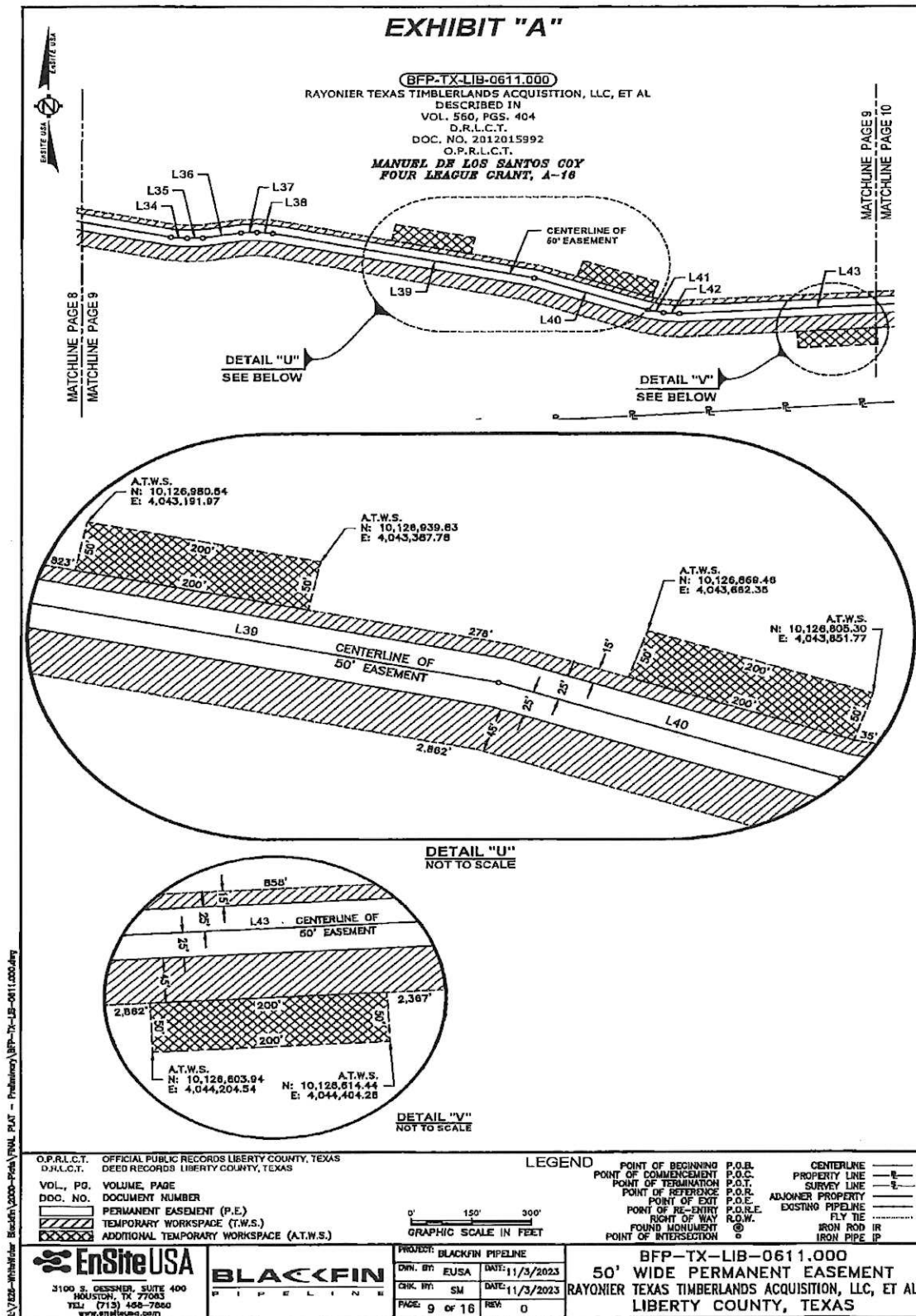


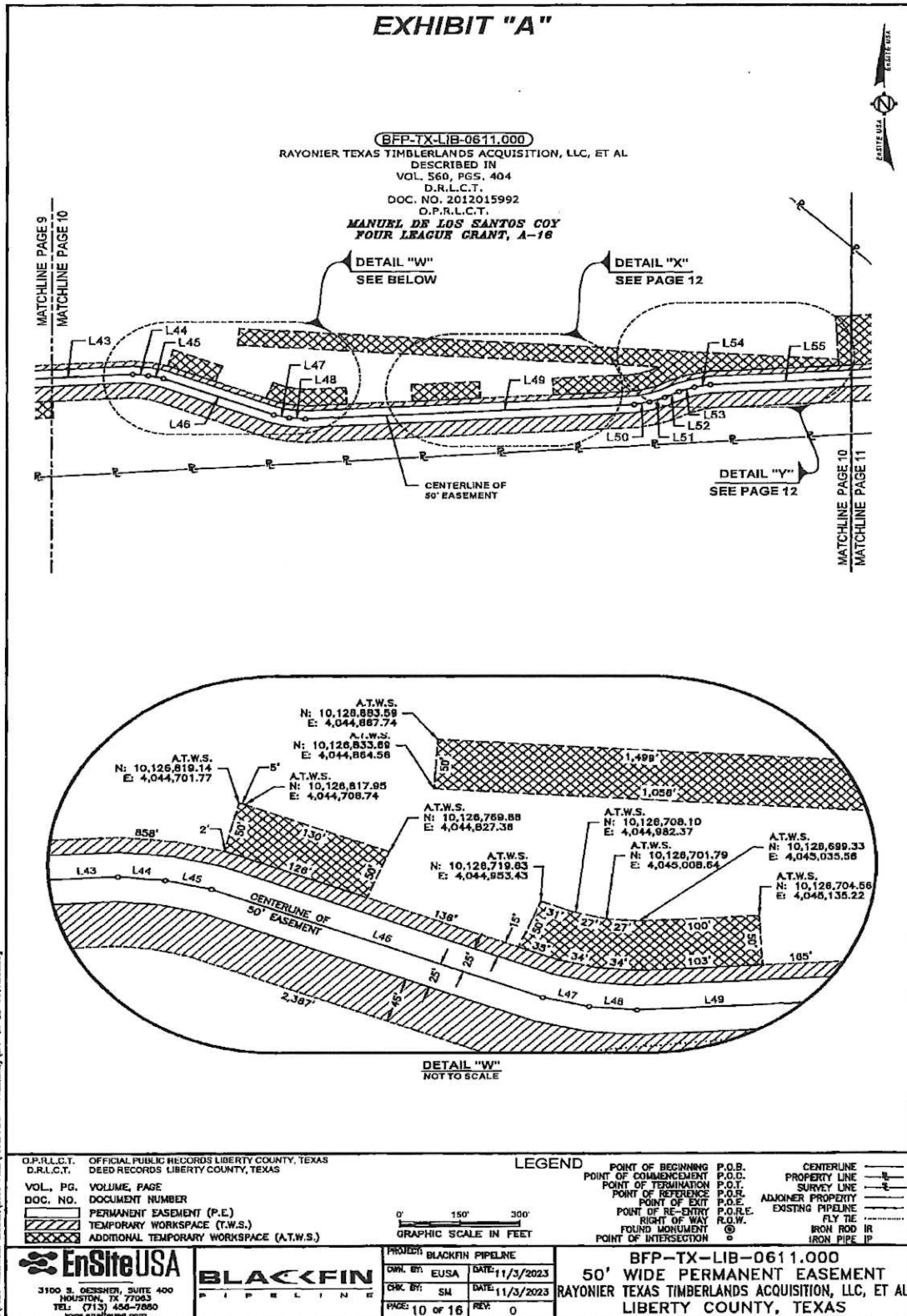


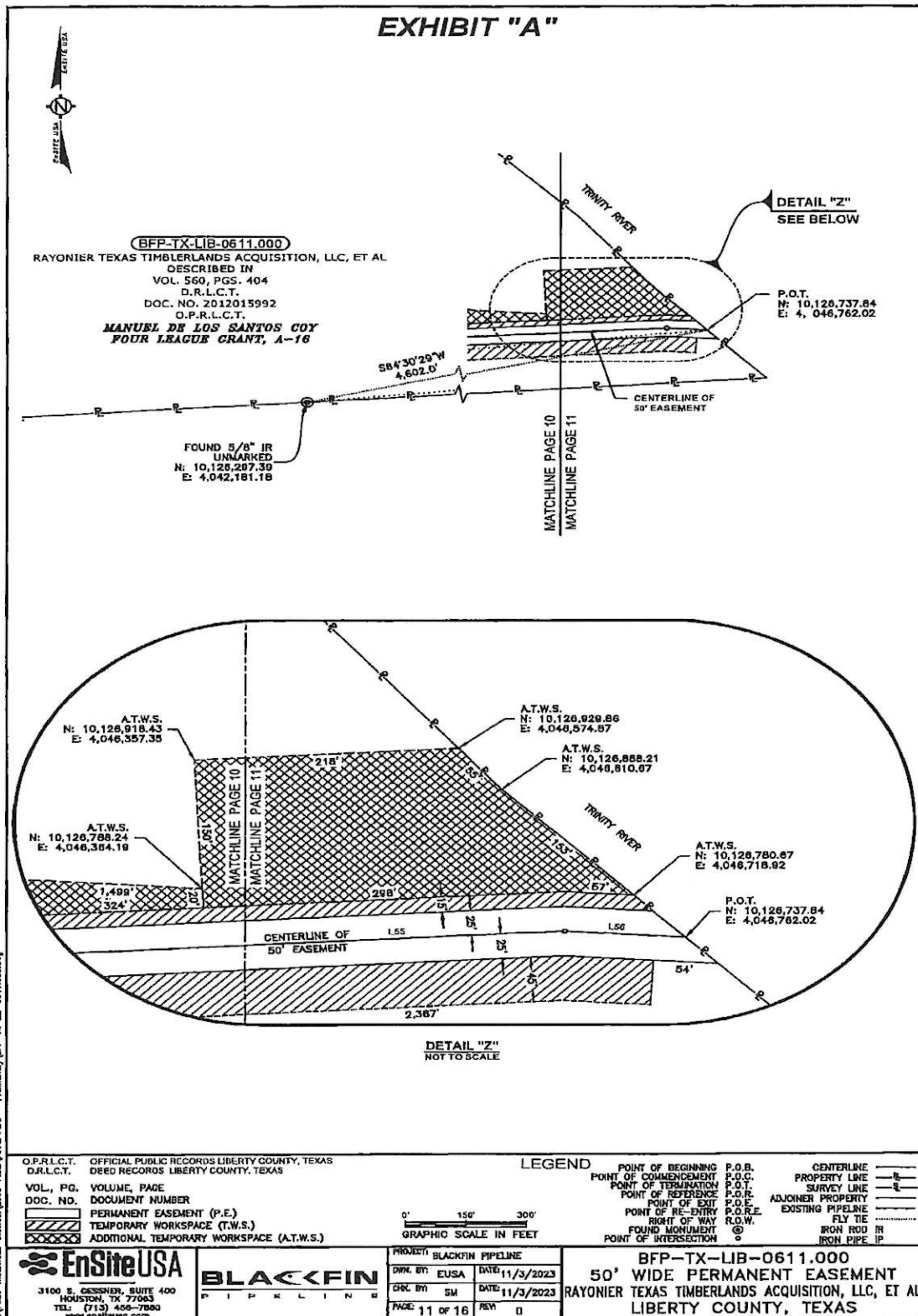
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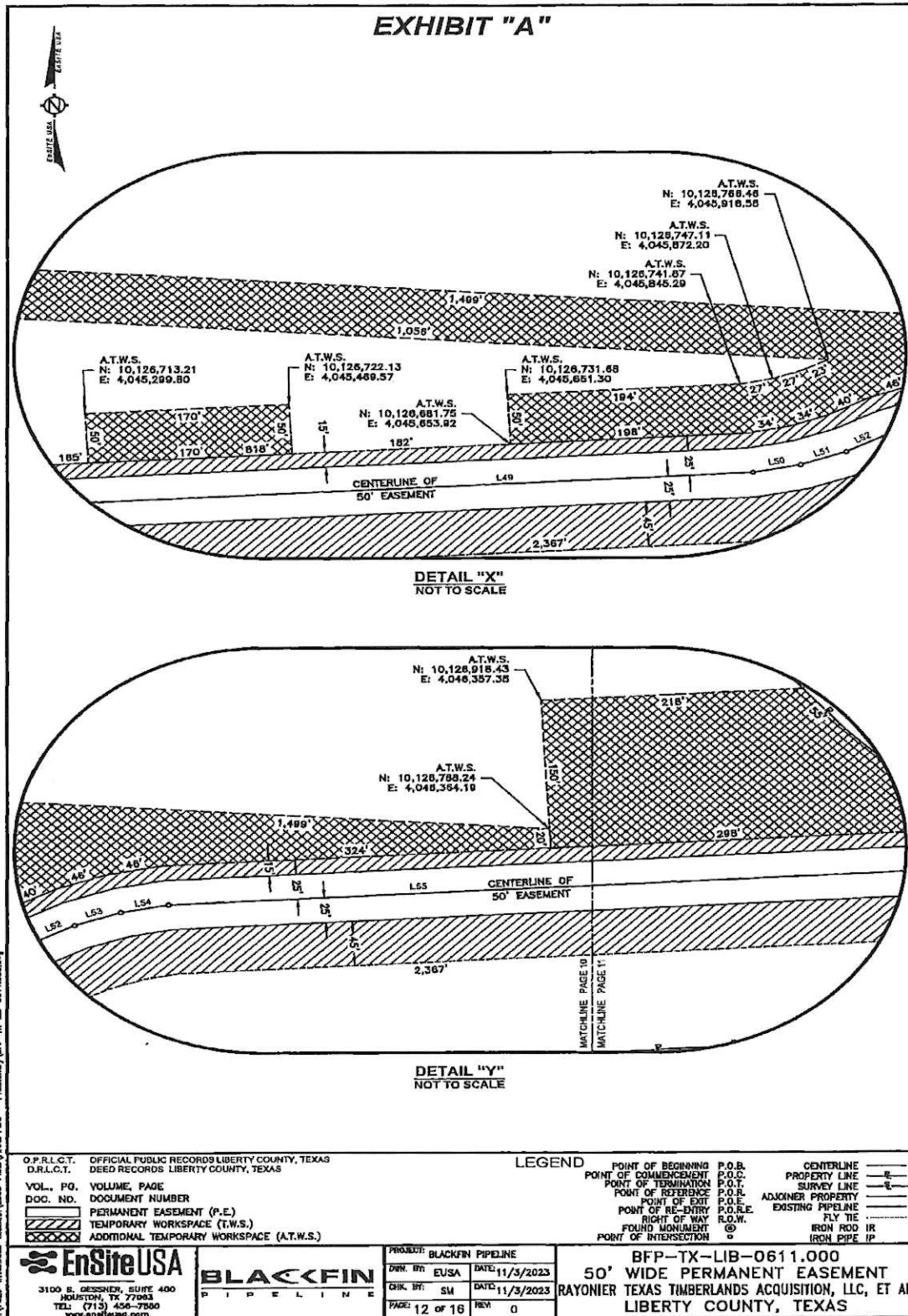


EXHIBIT "A"

LINE TABLE		
NUMBER	BEARING	LENGTH
L1	S 48°05'28" E	169.72'
L2	S 55°37'07" E	39.99'
L3	S 83°08'46" E	40.00'
L4	S 70°40'24" E	40.00'
L5	S 78°12'03" E	39.99'
L6	S 85°43'42" E	40.00'
L7	N 88°44'39" E	2611.64'
L8	S 85°45'21" E	40.00'
L9	S 78°15'21" E	40.00'
L10	S 70°45'21" E	39.99'
L11	S 63°15'21" E	39.99'
L12	S 55°45'21" E	40.00'
L13	S 48°15'21" E	238.94'
L14	S 55°45'21" E	39.99'
L15	S 63°15'21" E	40.00'
L16	S 70°45'21" E	39.99'
L17	S 78°15'21" E	40.00'
L18	S 85°45'21" E	40.00'
L19	N 88°44'39" E	3674.28'
L20	N 78°14'39" E	39.99'
L21	N 71°44'39" E	40.00'
L22	N 64°14'39" E	39.99'
L23	N 56°44'39" E	39.99'
L24	N 49°14'39" E	40.00'
L25	N 41°44'39" E	413.08'
L26	N 49°14'39" E	40.00'
L27	N 56°44'39" E	40.00'
L28	N 64°14'39" E	39.99'

LINE TABLE		
NUMBER	BEARING	LENGTH
L29	N 71°44'39" E	39.99'
L30	N 78°14'39" E	40.00'
L31	N 86°44'39" E	4003.58'
L32	S 85°45'21" E	40.00'
L33	S 78°15'21" E	2192.88'
L34	S 86°09'29" E	39.99'
L35	N 88°50'19" E	40.00'
L36	N 80°50'19" E	98.30'
L37	N 87°48'25" E	40.00'
L38	S 85°13'28" E	39.99'
L39	S 78°15'21" E	670.81'
L40	S 71°17'14" E	304.28'
L41	S 78°31'39" E	40.00'
L42	S 85°46'03" E	39.99'
L43	N 86°59'32" E	697.28'
L44	S 84°45'42" E	40.00'
L45	S 76°30'56" E	39.99'
L46	S 68°16'10" E	298.71'
L47	S 76°30'56" E	39.99'
L48	S 84°45'42" E	40.00'
L49	N 86°59'32" E	823.63'
L50	N 78°59'32" E	39.99'
L51	N 70°59'32" E	39.99'
L52	N 62°59'32" E	39.99'
L53	N 70°59'32" E	39.99'
L54	N 78°59'32" E	39.99'
L55	N 86°59'32" E	617.01'
L56	S 86°21'15" E	99.95'

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

LEGEND

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

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

BLACKFIN
PIPELINE

PROJECT: BLACKFIN PIPELINE
DWN. BY: EUSA DATE: 11/3/2023
CHK. BY: SM DATE: 11/3/2023
PAGE: 13 OF 16 REV: 0

BFP-TX-LIB-0611.000
50' WIDE PERMANENT EASEMENT
RAYONIER TEXAS TIMBERLANDS ACQUISITION, LLC, ET AL
LIBERTY COUNTY, TEXAS

EXHIBIT "A"

BLACKFIN PIPELINE
 ENSITEUSA PROJECT NO. 7626
 TRACT NO. BFP-TX-LIB-0611.000
 REVISION 0
 RAYONIER TEXAS TIMBERLANDS ACQUISITION, LLC, ET AL
 LIBERTY COUNTY, TEXAS

DESCRIPTION OF
 A FIFTY (50) FOOT WIDE PERMANENT EASEMENT
 UPON THE PROPERTY OF
 RAYONIER TEXAS TIMBERLANDS ACQUISITION, LLC, ET AL

CENTERLINE DESCRIPTION OF A FIFTY (50) FOOT WIDE PERMANENT EASEMENT AND RIGHT OF WAY SITUATED IN THE MANUEL DE LOS SANTOS COY FOUR LEAGUE GRANT, ABSTRACT 16, LIBERTY COUNTY, TEXAS, UPON, OVER AND ACROSS A PORTION OF A TRACT OF LAND IN THE NAME OF RAYONIER TEXAS TIMBERLANDS ACQUISITION, LLC, ET AL AS DESCRIBED IN VOLUME 560, PAGE 404 OF THE DEED RECORDS OF LIBERTY COUNTY, TEXAS (D.R.L.C.T.) AND RECORDED IN DOCUMENT NO. 2012015992, OF THE OFFICIAL PUBLIC RECORDS OF LIBERTY COUNTY, TEXAS (O.P.R.L.C.T.), REFERRED TO HEREIN AFTER AS "THE ABOVE REFERENCED TRACT OF LAND", SAID FIFTY (50) FOOT WIDE PERMANENT EASEMENT BEING SITUATED TWENTY FIVE (25) FEET ON EACH SIDE OF THE HEREIN DESCRIBED CENTERLINE, WITH THE SIDELINES OF SAID PERMANENT EASEMENT BEING LENGTHENED OR SHORTENED TO INTERSECT THE BOUNDARIES OF THE ABOVE REFERENCED TRACT OF LAND, SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; WITH ALL BEARINGS AND DISTANCES HEREIN BEING GRID, BASED UPON THE NORTH AMERICAN DATUM OF 1983 (NAD 1983), TEXAS COORDINATE SYSTEM, CENTRAL ZONE (TX_C 4203) USING THE UNITED STATES SURVEY FOOT, THIS SURVEY PERFORMED AND CONDUCTED ON THE GROUND, UNDER MY PERSONAL DIRECTION AND SUPERVISION, USING A GLOBAL POSITIONING SYSTEM (GPS).

PERMANENT EASEMENT

COMMENCE at an unmarked 3-inch axle having coordinates of N:10,128,726.20, E:4,028,544.52, based on the above referenced coordinate system, and being the northern most northeast corner of the property in the name of Roger H. Davis recorded in Volume 577, Page 237 of the D.R.L.C.T.;

THENCE South 03°48'55" East for a distance of 1,935.9 feet to a point on the west line of the above referenced tract of land, said point being the **POINT OF BEGINNING** of the herein described permanent easement centerline, same having coordinates of N:10,126,794.36, E:4,028,673.34.

THENCE along the centerline of the herein described permanent easement upon, over and across a portion of the above referenced tract of land in the following fifty six (56) courses and distances:

1. South 48°05'28" East for a distance of 169.72 feet to a point,
2. South 55°37'07" East for a distance of 39.99 feet to a point,
3. South 63°08'46" East for a distance of 40.00 feet to a point,
4. South 70°40'24" East for a distance of 40.00 feet to a point,
5. South 78°12'03" East for a distance of 39.99 feet to a point,
6. South 85°43'42" East for a distance of 40.00 feet to a point,
7. North 86°44'39" East for a distance of 2,611.64 feet to a point,
8. South 85°45'21" East for a distance of 40.00 feet to a point,
9. South 78°15'21" East for a distance of 40.00 feet to a point,
10. South 70°45'21" East for a distance of 39.99 feet to a point,
11. South 63°15'21" East for a distance of 39.99 feet to a point,
12. South 55°45'21" East for a distance of 40.00 feet to a point,
13. South 48°15'21" East for a distance of 238.94 feet to a point,
14. South 55°45'21" East for a distance of 39.99 feet to a point,
15. South 63°15'21" East for a distance of 40.00 feet to a point,
16. South 70°45'21" East for a distance of 39.99 feet to a point,
17. South 78°15'21" East for a distance 40.00 feet to a point,
18. South 85°45'21" East for a distance 40.00 feet to a point,
19. North 86°44'39" East for a distance 3,674.26 feet to a point,
20. North 79°14'39" East for a distance 39.99 feet to a point,
21. North 71°44'39" East for a distance 40.00 feet to a point,
22. North 64°14'39" East for a distance 39.99 feet to a point,
23. North 56°44'39" East for a distance 39.99 feet to a point,

EXHIBIT "A"

BLACKFIN PIPELINE
 ENSITEUSA PROJECT NO. 7626
 TRACT NO. BFP-TX-LIB-0611.000
 REVISION 0
 RAYONIER TEXAS TIMBERLANDS ACQUISITION, LLC, ET AL
 LIBERTY COUNTY, TEXAS

24. North 49°14'39" East for a distance 40.00 feet to a point,
25. North 41°44'39" East for a distance 413.08 feet to a point,
26. North 49°14'39" East for a distance 40.00 feet to a point,
27. North 56°44'39" East for a distance 40.00 feet to a point,
28. North 64°14'39" East for a distance 39.99 feet to a point,
29. North 71°44'39" East for a distance 39.99 feet to a point,
30. North 79°14'39" East for a distance 40.00 feet to a point,
31. North 86°44'39" East for a distance 4,003.58 feet to a point,
32. South 85°45'21" East for a distance 40.00 feet to a point,
33. South 78°15'21" East for a distance 2,192.88 feet to a point,
34. South 86°09'29" East for a distance 39.99 feet to a point,
35. North 88°50'19" East for a distance 40.00 feet to a point,
36. North 80°50'19" East for a distance 98.30 feet to a point,
37. North 87°48'25" East for a distance 40.00 feet to a point,
38. South 85°13'28" East for a distance 39.99 feet to a point,
39. South 78°15'21" East for a distance 670.81 feet to a point,
40. South 71°17'14" East for a distance 304.28 feet to a point,
41. South 78°31'39" East for a distance 40.00 feet to a point,
42. South 85°46'03" East for a distance 39.99 feet to a point,
43. North 86°59'32" East for a distance 697.28 feet to a point,
44. South 84°45'42" East for a distance 40.00 feet to a point,
45. South 76°30'56" East for a distance 39.99 feet to a point,
46. South 68°16'10" East for a distance 296.71 feet to a point,
47. South 76°30'56" East for a distance 39.99 feet to a point,
48. South 84°45'42" East for a distance 40.00 feet to a point,
49. North 86°59'32" East for a distance 823.63 feet to a point,
50. North 78°59'32" East for a distance 39.99 feet to a point,
51. North 70°59'32" East for a distance 39.99 feet to a point,
52. North 62°59'32" East for a distance 39.99 feet to a point,
53. North 70°59'32" East for a distance 39.99 feet to a point,
54. North 78°59'32" East for a distance 39.99 feet to a point,
55. North 86°59'32" East for a distance 617.01 feet to a point,
56. South 86°21'15" East for a distance of 99.95 feet to a point on the easterly line of the above referenced tract of land, same being the westerly top of bank of the Trinity River, said point being the **POINT OF TERMINATION** of the herein described permanent easement, said point having coordinates of N:10,126,737.84, E:4,046,762.02, from which an unmarked 5/8-inch iron rod found for an angle point in the south line of the above referenced tract of land bears South 84°30'29" West for a distance of 4,602.0 feet, same having coordinates of N:10,126,297.39, E:4,042,181.18.

Herein described fifty (50) foot wide strip of land having a total length across the property of 18,552.13 feet, or 1,124.37 rods and containing 21.29 acres of land, more or less.

TEMPORARY WORKSPACE (T.W.S.)

A variable width strip of land being fifteen (15) foot wide and twenty five (25) foot wide and a variable strip of land being forty five (45) foot wide and seventy (70) foot wide, as shown on attached plat containing 25.89 acres of land, more or less.

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

A.T.W.S. containing 9.51 acres of land, more or less.

EXHIBIT "A"



BLACKFIN PIPELINE
ENSITEUSA PROJECT NO. 7626
TRACT NO. BFP-TX-LIB-0611.000
REVISION 0
RAYONIER TEXAS TIMBERLANDS ACQUISITION, LLC, ET AL
LIBERTY COUNTY, TEXAS

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

A handwritten signature of Gary Greer in black ink.

1/3/2024

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



**THE STATE OF TEXAS
COUNTY OF LIBERTY**

I hereby certify that this instrument was FILED on the
date and the time stamped hereon by me and was duly
RECORDED in the Records of Liberty County, Texas.

2024019071 EAS

05/31/2024 12:18:58 PM Total Fees: \$117.00



Lee Haidusek Chambers, County Clerk
Liberty County, Texas

CAUSE NO. 24CC-CON-00016

BLACKFIN PIPELINE, LLC, § EMINENT DOMAIN PROCEEDING
Plaintiff, §
§
vs. § COUNTY COURT AT LAW NO. __
§
ROBERT N. HERRINGTON, TRUSTEE §
OF THE ROBERT N. HERRINGTON §
REVOCABLE GRANTOR TRUST, ET §
AL, §
Defendants. § LIBERTY COUNTY, TEXAS

PLAINTIFF'S ORIGINAL STATEMENT AND PETITION FOR CONDEMNATION

TO THE HONORABLE JUDGE OF SAID COURT:

Blackfin Pipeline, LLC ("Blackfin") files this Original Statement and Petition for Condemnation (the "Petition") against Defendants Robert N. Herrington, Trustee of the Robert N. Herrington Revocable Grantor Trust and Texas First Bank, as successor in interest to Agriland, PCA ("Defendant" whether one or more) and shows the Court as follows:

DISCOVERY PLAN AND RELIEF SOUGHT

1. Discovery in this condemnation proceeding is intended to be under Level 3 of Texas Rule of Civil Procedure 190. Blackfin seeks only non-monetary relief. The damages and relief sought are within the jurisdictional limits of this Court. Because this condemnation proceeding arises under Chapter 21 of the Texas Property Code, Texas Rule of Civil Procedure 169 regarding the expedited actions process does not apply to this condemnation proceeding.

EXHIBITS

2. Blackfin attaches to this Petition the following exhibit(s), which Blackfin incorporates by reference as if fully set forth here:

Exhibit(s)	Tract No.	Interests Described/Depicted
A	BFP-TX-LIB-0612.001	Permanent Easement Temporary Workspace Additional Temporary Workspace Temporary Access Road

PARTIES

3. Plaintiff, Blackfin Pipeline, LLC is a Delaware limited liability company, and is authorized to transact business in the State of Texas.

4. The owners or persons or entities having or claiming either legal, equitable or security interests in the tract of land (the "Property") on which the easements being more particularly described and depicted on the exhibits referenced above are located are as follows:

- a. Defendant Robert N. Herrington, Trustee of the Robert N. Herrington Grantor Trust is an individual who may be served with this petition and Notice of Hearing at 30759 Highway 146 N, Cleveland, Texas 77327, or by and through his attorney Nick Laurent, Barron, Adler, Clough & Odd, 808 Nueces Street, Austin, Texas 78701, Laurent@barronadler.com. or wherever found.
- b. Defendant Texas First Bank is believed to hold or to have held a lien on all or some of the Property pursuant to that certain Deed of Trust dated August 1, 2006, from Robert Nolan Herrington and Doris E. Watts Herrington to Agriland, PCA which is recorded as Instrument no. 2006011356 of the Official Public Records of Liberty County, Texas. Defendant Texas First Bank is a Texas State Financial Institution which may be served with this petition and Notice of Hearing by serving its Registered Agent Christopher Doyle at 3232 Palmer Highway, Texas City, Texas 77590, or wherever found.

5. Defendant is the owner of, or possesses, or claims some interest in or title to, the tract of land (the "Property") on which the easements being more particularly described and depicted on the exhibits referenced above are located.

6. Blackfin reserves the right to add as defendants any additional parties who may subsequently appear to possess an interest in the Property.

JURISDICTION

7. This Court has jurisdiction over this condemnation proceeding under Texas Property Code § 21.001.

VENUE

8. Venue of this condemnation proceeding is proper in this County, under Texas Property Code § 21.013.

NECESSITY TO ACQUIRE EASEMENTS AND RIGHTS-OF-WAY

9. Blackfin is in the process of designing, engineering, planning, constructing and installing a new approximately 193-mile intrastate gas utility pipeline (the “Pipeline”) traversing Colorado, Austin, Waller, Harris, Montgomery, Liberty, Hardin and Jasper Counties, Texas (the “Traversed Counties”), along with pipeline-related appurtenances including, and expressly limited to, (i) below-ground pipes, meters, valves, electric facilities, communication facilities, and any other equipment or facilities that may be necessary in connection with the Pipeline, and (ii) above and below-ground markers, vents, and cathodic protection and alternating current mitigation equipment and facilities (generally including cathodic protection test leads, gradient control matting, grounding systems, rectifiers, electric lines, electric meters, junction boxes, power supplies, anodes, decouplers, wires, ribbons, poles, and ground beds) (collectively, the “Authorized Appurtenances”) for the transportation of natural gas along with hydrocarbon liquids and gases entrained therein (the “Substances”). Blackfin shall place the above-ground Authorized Appurtenances at the junction of the Permanent Easement and fence lines, property lines, electric

transmission lines, pipeline crossings, river or creek crossings, road crossings, any other location required by applicable law, regulation, or rule, and/or as may be determined necessary by Blackfin.

10. The easement rights sought herein are for the operation of only one pipeline. The Pipeline's maximum diameter as initially installed and excluding any protective coating or wrapping will not exceed forty-eight inches (48"), and is for the receipt, gathering, and transportation of the Substances on, over, across, and through the Traversed Counties.

11. The Pipeline will receive, gather, and transport the Substances for public use and service for compensation; for sale to persons engaged in distributing or selling the Substances to the public; and for sale or delivery to the public for domestic or other use whether for public hire or not.

12. The Pipeline will receive the Substances originating from oil and/or gas wells owned by third-party producers in various oil and gas fields; from oil and gas fields around the state; and from other pipelines which, from time to time, may be connected to the Pipeline, and from which Substances will be received into the Pipeline for transport therewith.

13. All the Substances entering the Pipeline will be transported within the Pipeline to one or more points of redelivery.

14. Shippers will pay Blackfin a fee for transportation in the Pipeline.

15. The Pipeline and Authorized Appurtenances will benefit the public by facilitating the necessary transmission of gas utility service.

16. Blackfin is a "gas utility" as defined in Sections 121 and 181 of the Texas Utilities Code and a gas "corporation" as defined in Chapter 181 of the Texas Utilities Code and is vested with the power of eminent domain under the provisions of Chapter 181 of the Texas Utilities Code and other applicable law. As such, Blackfin has the right and power to enter on, condemn, and

appropriate land, rights-of-way, easements, or other property as may be necessary for its gas utility pipeline system in accordance with applicable Texas laws and regulations.

17. The Board of Managers of WhiteWater Development, LLC, as sole member of Blackfin, consented to the adoption of certain resolutions concerning Blackfin's actions (the "Consent"), and determined that a public convenience and necessity exists and that it is necessary and in the public interest for Blackfin to acquire certain property and other rights, including appropriate permanent and temporary easements and, or rights-of-way, and, or assignments, in whole or in part of existing agreements. The Consent authorizes Blackfin to, among other things, institute proceedings in eminent domain should negotiations with landowners or other holders of an interest in the Property fail.

EASEMENTS AND RIGHTS-OF-WAY SOUGHT

A. Pipeline Easement

18. Blackfin is acquiring through this proceeding a fifty-foot (50') wide non-exclusive permanent right-of-way and easement as described and depicted on Exhibit "A" (the "Permanent Easement"), in, over, through, across, under, and along the Property for the purposes of establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of (not to exceed the maximum allowable diameter herein), relocating and changing the route or routes of the Pipeline within the Permanent Easement, abandoning in place and removing at will, in whole or in part, the Pipeline for the transportation of the Substances, together with Authorized Appurtenances in, over, through, across, under and along the Permanent Easement.

B. Temporary Access Road Easement

19. Blackfin is also acquiring non-exclusive temporary access road easements as described and depicted on Exhibit “A” (the “Temporary Access Road Easements”) for the use, maintenance, and repair of existing roads (and the right to construct and install roads, if necessary) for the unobstructed passage of persons, vehicles, equipment, and/or machinery. Blackfin will have the right to keep clear, maintain, improve, and repair such Temporary Access Road Easement. The term of the Temporary Access Road Easement shall be the Initial Construction Period. All rights, duties, and obligations specified herein with respect to the Temporary Access Road Easement shall apply only while same is in effect.

C. Temporary Workspace and Additional Temporary Workspace

20. Blackfin is also acquiring through this proceeding a non-exclusive temporary workspace easement and non-exclusive additional temporary workspace easements, if any, as described and depicted on Exhibit “A” (collectively, the “Temporary Workspace Easement”), in order to construct the Pipeline in, over, through, across, under, and along the Property and to restore the Property as provided herein. The term of the Temporary Workspace Easement shall be twenty-four (24) months from the date construction commences on the Property (the “Initial Construction Period”). All rights, duties, and obligations specified herein with respect to the Temporary Workspace Easement shall apply only while same is in effect. The Permanent Easement, Temporary Access Road Easements, and the Temporary Workspace Easement are referred to collectively herein as the “Easements.”

D. The terms and conditions of the Easements

21. Blackfin shall initially bury, as measured from the ground level to the top of the pipe, the Pipeline to a minimum depth of thirty-six inches (36”) below the surface of the ground,

and any then-existing drainage ditches, creeks and roads, except that at those locations where rock is encountered, the Pipeline may be buried at a lesser depth. Further, Blackfin shall have the right to construct, maintain and change slopes of cuts and fills to ensure proper lateral and subjacent support for and drainage for the Pipeline.

22. Blackfin shall have the right of ingress, egress, entry and access in, to, through, on, over, under, and across the Easements and where same intersect any public road or public right-of-way or other easement to which Blackfin has the right to access.

23. Blackfin shall have the right to select the exact location of the Pipeline within the Permanent Easement.

24. Blackfin shall have the right to remove any fence or alter or remove any gate that now crosses or may cross the Easements (the Temporary Workspace Easement and Temporary Access Road Easement only during the Initial Construction Period) during initial construction of the Pipeline or thereafter on the Permanent Easement. Prior to cutting any fence, however, Blackfin shall brace the existing fence to be cut adequately on both sides of the proposed cut by suitable H-braces to prevent the remainder of the fence from sagging. Before the fence wire is cut, it is to be attached to the posts in a manner that there will be no slackening of or damage to the wire. Each such wire gap is to be reinforced so as to be strong enough to deter livestock from passing through same. Upon completion of initial construction operations, each wire gap will be removed and at Blackfin's sole option replaced with (i) fencing of the same or better grade and condition as existed before Blackfin cut and gapped same, or (ii) a permanent gate, which gate shall, to the extent reasonably practicable, be constructed out of similar or better grade materials than already used for existing non-ornamental gates on the Property. In the event Blackfin does not repair and, or restore the fences or gates, Blackfin shall pay Defendant for any damage caused by Blackfin to the

gates and fences. Each entry and exit gate shall be securely closed and locked, except when Blackfin is actually passing through same.

25. Defendant is not permitted to conduct any of the following activities on the Easements (the Temporary Workspace Easement and Temporary Access Road Easement only during the Initial Construction Period): (1) construct any temporary or permanent building or site improvements; (2) drill or operate any well but a well can be directionally drilled subject to the terms of Paragraph 28; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping.

26. Defendant may use the Easements for any and all purposes not inconsistent with the rights sought herein. Defendant may not use any part of the Easements (the Temporary Workspace Easement and Temporary Access Road Easement only during the Initial Construction Period) if such use may damage, destroy, injure, and/or interfere with the rights sought herein by Blackfin. Defendant, Defendant's heirs, successors and assigns shall have the right, after at least forty-five (45) days' prior written notice to Blackfin for review and approval by Blackfin, 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 the Pipeline, over and across the Permanent Easement, provided that all of Blackfin's required and applicable spacing and crossing guidelines, including, without limitation, depth separation limits and other protective requirements, are met by Defendant.

27. Blackfin shall have the right, without paying any damages to Defendant, to mow and, or trim or cut down or eliminate any trees or shrubbery from the Easements (the Temporary Workspace Easement and Temporary Access Road Easement only during the Initial Construction Period) and, thereafter, from time to time, without paying any damages to Defendant, on the

Permanent Easement to prevent possible interference with the operation and maintenance of the Pipeline. All trees and brush removed during construction and other debris generated during construction shall be burned and/or chipped and spread on the Easements or removed to a disposal site. The method of disposal shall be selected by Blackfin.

28. Defendant shall retain all the oil, gas, and other minerals in, on and under the Easements; provided, however, that Defendant shall not be permitted to drill or operate equipment for the production or development of oil, gas, and other minerals on the Easements (the Temporary Workspace Easement and Temporary Access Road Easement only during the Initial Construction Period), but Defendant will be permitted to extract the oil, gas, and other minerals from and under the Easements (the Temporary Workspace Easement only during the Initial Construction Period) by directional drilling and other means, provided the drill bit enters the Easements (the Temporary Workspace Easement only during the Initial Construction Period) 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 the rights sought herein by Blackfin.

29. Blackfin shall, at its sole cost, comply with all applicable federal, state and local laws, rules, and regulations which are applicable to Blackfin's activities hereunder, including without limitation, the construction, use, operation, maintenance, repair and service of the Pipeline and Authorized Appurtenances.

30. Blackfin will restore the ground disturbed by its use of the Easements (the Temporary Workspace Easement and Temporary Access Road Easement only during the Initial Construction Period) to as near its original condition as reasonably practicable, reseed areas disturbed by Blackfin, and maintain the Easements in a manner consistent with the purposes for which the Easements are being sought by Blackfin. All of Blackfin's construction debris shall be

cleaned up and removed from the Property upon completion of installation and construction of the Pipeline and Authorized Appurtenances.

31. Blackfin shall use the Easements solely for the purposes specified herein. There shall be no hunting or fishing on the Easements, the Property, or any of Defendant's lands by Blackfin, its officers, agents, employees, contractors, invitees, guests or representatives at any time.

32. Blackfin shall maintain at all times while it uses the Easements, including during construction and operations on the Easements, commercial liability insurance, issued by an insurer authorized to issue liability insurance in this State, or self-insurance, insuring Blackfin against liability for personal injuries and property damage sustained by any person to the extent caused by the negligence of Blackfin or its agents or contractors.

33. To the extent permitted by law, Blackfin is acquiring herein the right to assign the Easements in whole or in part. The Pipeline will be used by Blackfin and its successors or assigns as a gas utility pipeline transporting the Substances.

34. Blackfin timely provided the Landowner's Bill of Rights statement in accordance and compliance with Section 21.0112 of the Texas Property Code and made a bona fide offer to acquire the Easements as provided by Section 21.0113 of the Texas Property Code. Blackfin, however, has been unable to agree with Defendant on the amount of damages and, or reach an agreement for the acquisition of the Easements and associated rights described herein, and any further negotiations to purchase and, or reach an agreement for the acquisition of same would be futile.

DISCLOSURE OF REQUIRED INFORMATION

35. Defendant or Defendant's heirs, successors, or assigns may be entitled to repurchase the Easements at the price paid to Defendant by Blackfin at the time Blackfin acquires the Easements by this condemnation proceeding, and request from Blackfin information relating to the use of the Easements and actual progress made toward that use, as provided in Title 4, Chapter 21, Subchapter E of the Texas Property Code.

PRAYER

WHEREFORE, PREMISES CONSIDERED, BLACKFIN PIPELINE, LLC prays that: (1) the Court appoint three disinterested real property owners who reside in this County as Special Commissioners and appoint two disinterested real property owners who reside in this County as alternate Special Commissioners; (2) the Special Commissioners promptly set a time and place for hearing; (3) the Special Commissioners assess the actual damages, if any, from this condemnation proceeding; (4) the Court grant Blackfin a Writ of Possession to enforce the decision of the Special Commissioners; (5) the Court enter judgment vesting Blackfin with the property rights sought herein; and (6) the Court award Blackfin its cost of suit, and any other relief, both general and special, legal and equitable, to which Blackfin may be entitled.

Respectfully submitted,

BAKER MORAN DOGGETT MA & DOBBS LLP

By: /s/ Jordan A. Miller

JOHN P. BAKER

State Bar No. 24040460

[REDACTED]

MICHAEL E. MA

State Bar No. 24060202

[REDACTED]

Jordan A. Miller

State Bar No. 24074720

[REDACTED]

1400 Preston Road

Suite 350

Plano, Texas 75093

Telephone: (469) 351-3500

Facsimile: (469) 351-3490

**ATTORNEYS FOR PLAINTIFF
BLACKFIN PIPELINE, LLC**

CERTIFICATE OF MAILING

In accordance with § 21.012(c) of the Texas Property Code, Plaintiff is delivering by certified mail, return receipt requested, and first class mail, a copy of this Petition to the property owner(s) identified in the Petition, unless such Defendant cannot be identified or located.

/s/ Jordan A. Miller

Attorney for Plaintiff

EXHIBIT A

EXHIBIT "A"

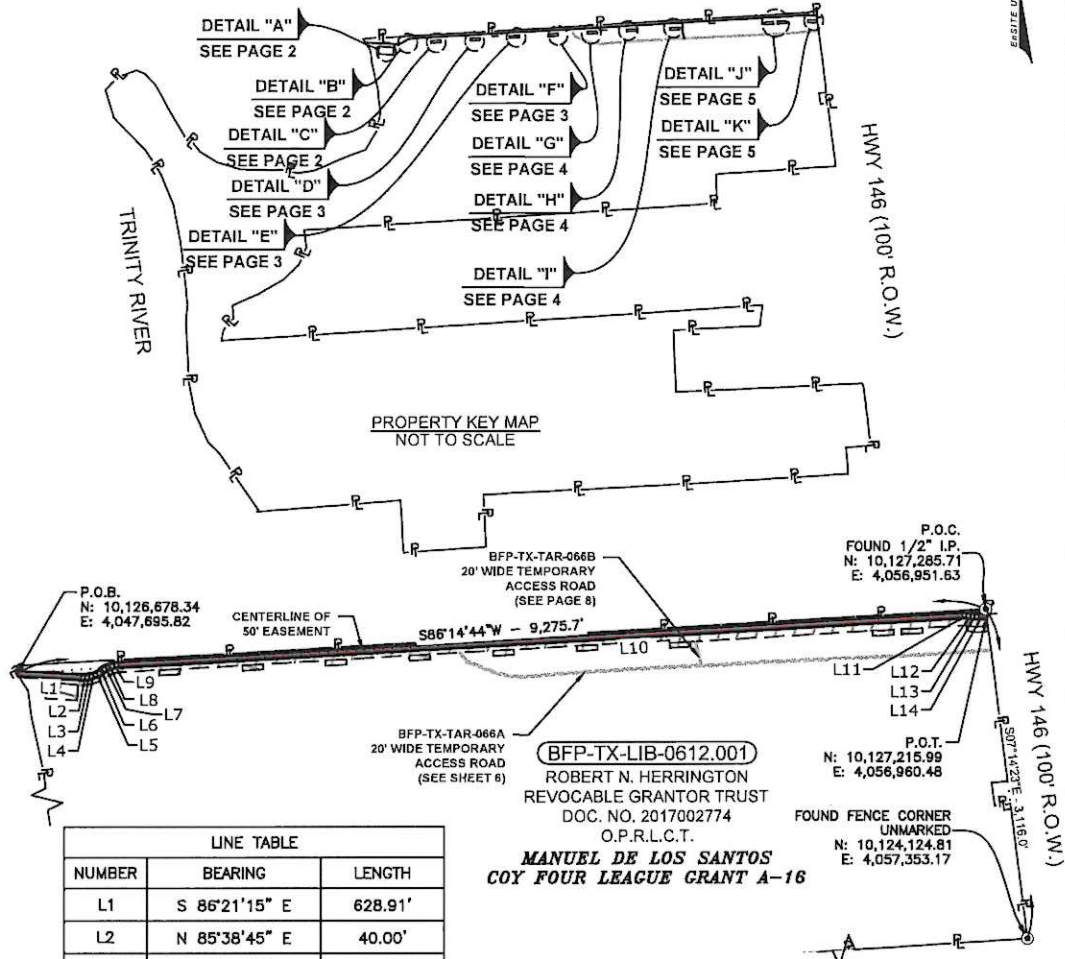
EASEMENT CENTERLINE LENGTH

9307.48 FEET = 564.09 RODS

PERMANENT EASEMENT = 10.68 ACRES

TEMPORARY WORKSPACE = 15.08 ACRES

ADDITIONAL TEMPORARY WORKSPACE = 3.34 ACRES



LINE TABLE		
NUMBER	BEARING	LENGTH
L1	S 86°21'15" E	628.91'
L2	N 85°38'45" E	40.00'
L3	N 77°38'45" E	40.00'
L4	N 69°38'45" E	40.00'
L5	N 62°42'42" E	40.00'
L6	N 54°19'10" E	62.44'
L7	N 62°42'42" E	40.00'
L8	N 70°42'42" E	40.00'
L9	N 78°42'42" E	40.00'
L10	N 86°42'42" E	8120.82'
L11	S 85°17'18" E	39.74'
L12	S 80°18'47" E	39.81'
L13	S 85°15'16" E	40.00'
L14	N 86°44'44" E	95.76'



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

Gary Greer 12/14/2023

GARY GREER
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 4948
FIRM REGISTRATION NO. 10193874

NOTES:

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

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

LEGEND

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

0' 700' 1,400'
GRAPHIC SCALE IN FEET

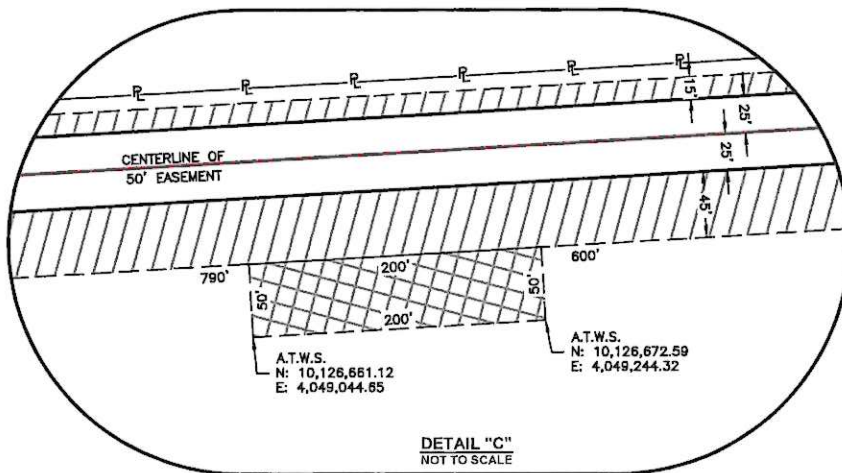
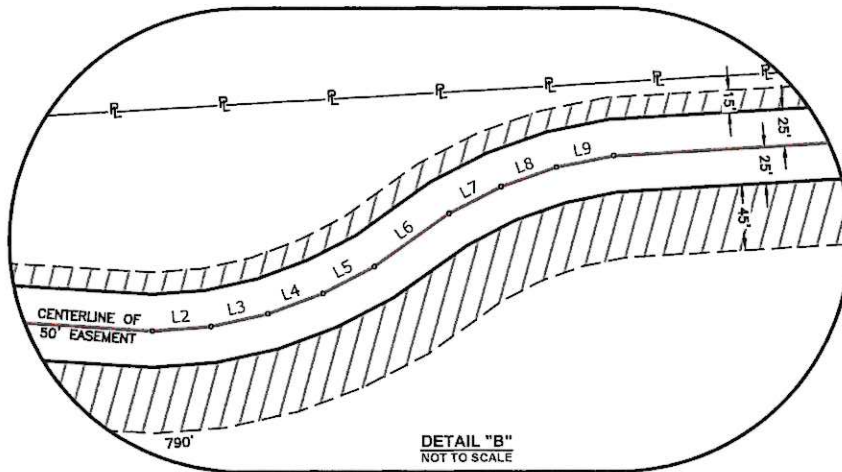
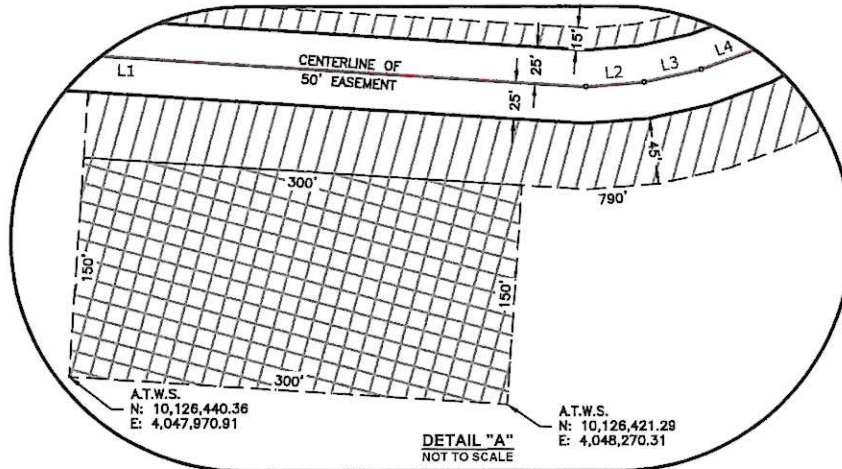
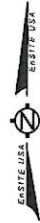
EnSiteUSA
3100 S. GESSNER, SUITE 400
HOUSTON, TX 77063
TEL: (713) 456-7880
www.ensiteusa.com

BLACKFIN
PIPELINE

PROJECT: BLACKFIN PIPELINE
DWN. BY: EUSA DATE: 10/31/2023
CHK. BY: SM DATE: 10/31/2023
PAGE: 1 OF 11 REV: 0

BFP-TX-LIB-0612.001
50' WIDE PERMANENT EASEMENT
THE ROBERT N. HERRINGTON REVOCABLE GRANTOR TRUST
LIBERTY COUNTY, TEXAS

EXHIBIT "A"



H:\7828-Waterfader Blackfin\2000-Plate\BFP-TX-LIB-0612.001.dwg

O.P.R.L.C.T. OFFICIAL PUBLIC RECORDS LIBERTY COUNTY, TEXAS
D.R.L.C.T. DEED RECORDS OF LIBERTY COUNTY, TEXAS
VOL., PG. VOLUME, PAGE
DOC. NO. DOCUMENT NUMBER
PERMANENT EASEMENT (P.E.)
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LEGEND

POINT OF BEGINNING P.O.B.
POINT OF COMMENCEMENT P.O.C.
POINT OF TERMINATION P.O.T.
POINT OF REFERENCE P.O.R.
POINT OF EXIT P.O.E.
POINT OF RE-ENTRY P.O.R.E.
RIGHT OF WAY R.O.W.
FOUND MONUMENT
POINT OF INTERSECTION

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

0' 700' 1,400'
GRAPHIC SCALE IN FEET

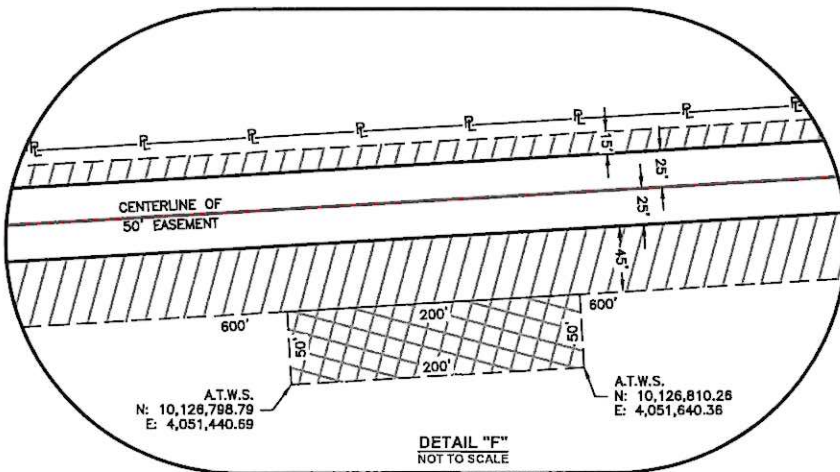
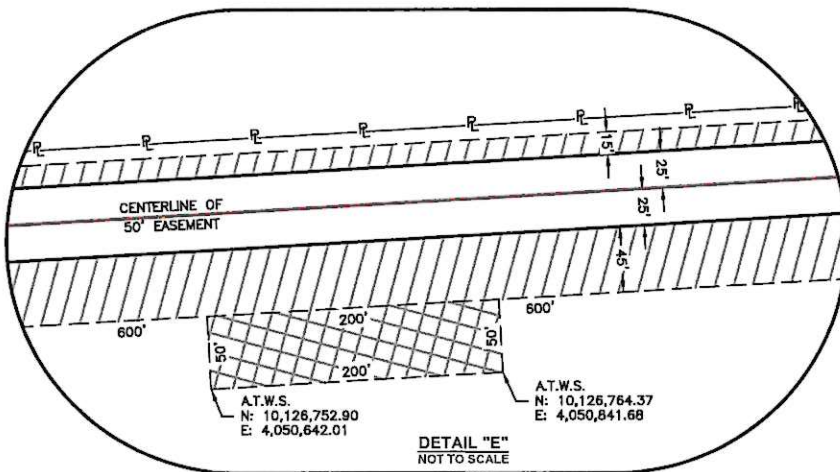
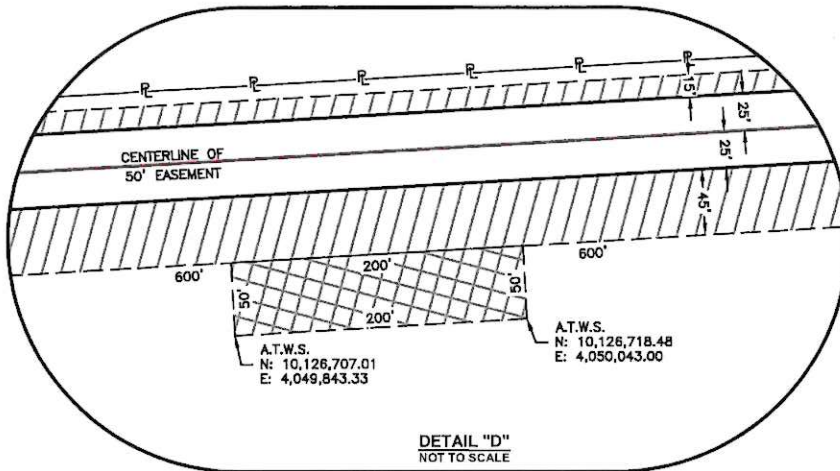
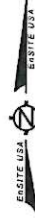
EnSiteUSA
3100 S. GESSNER, SUITE 400
HOUSTON, TX 77063
TEL: (713) 456-7880
www.ensiteusa.com

BLACKFIN
PIPELINE

PROJECT: BLACKFIN PIPELINE
DWN. BY: EUSA DATE: 10/31/2023
CHK. BY: SM DATE: 10/31/2023
PAGE: 2 OF 11 REV: 0

BFP-TX-LIB-0612.001
50' WIDE PERMANENT EASEMENT
THE ROBERT N. HERRINGTON REVOCABLE GRANTOR TRUST
LIBERTY COUNTY, TEXAS

EXHIBIT "A"



H:\7626-WhiteWater Block\2000-Plots\FINAL PLAT - Certified\BFP-TX-LIB-0612.001.dwg

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

LEGEND

POINT OF BEGINNING P.O.B.
POINT OF COMMENCEMENT P.O.C.
POINT OF TERMINATION P.O.T.
POINT OF REFERENCE P.O.R.
POINT OF EXIT P.O.E.
POINT OF RE-ENTRY P.O.R.E.
RIGHT OF WAY R.O.W.
FOUND MONUMENT
POINT OF INTERSECTION

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

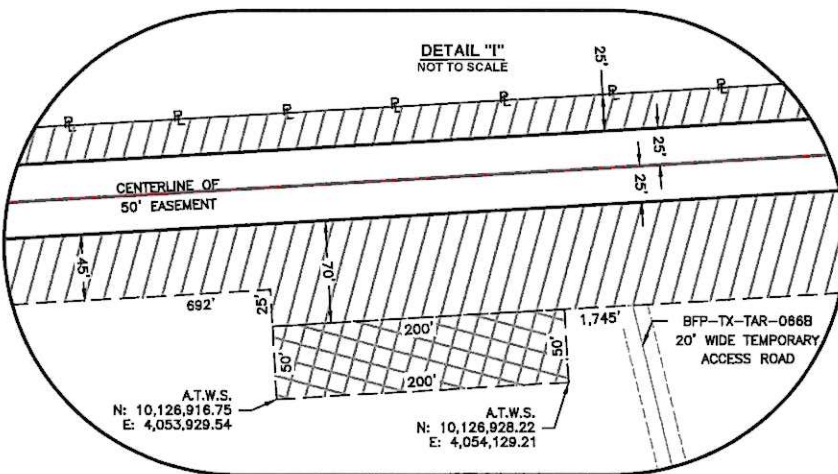
0' 700' 1,400'
GRAPHIC SCALE IN FEET

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




BLACKFIN
PIPELINE

PROJECT: BLACKFIN PIPELINE
ENR. BY: EUSA DATE: 10/31/2023
CHK. BY: SM DATE: 10/31/2023
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BFP-TX-LIB-0612.001
50' WIDE PERMANENT EASEMENT
THE ROBERT N. HERRINGTON REVOCABLE GRANTOR TRUST
LIBERTY COUNTY, TEXAS



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O.P.R.C.L.T.	OFFICIAL PUBLIC RECORDS LIBERTY COUNTY, TEXAS
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POINT OF BEGINNING	P.O.B.	CENTERLINE	—
POINT OF COMMENCEMENT	P.O.C.	PROPERTY LINE	—
POINT OF TERMINATION	P.O.T.	SURVEY LINE	—
POINT OF REFERENCE	P.O.R.	ADJOINER PROPERTY	—
POINT OF EXIT	P.O.E.	EXISTING PIPELINE	—
POINT OF RE-ENTRY	P.O.R.E.	FLY TIE	---
RIGHT OF WAY	R.O.W.	IRON ROD	IR
FOUND MONUMENT	⊙	IRON PIPE	IP
POINT OF INTERSECTION	⊙		

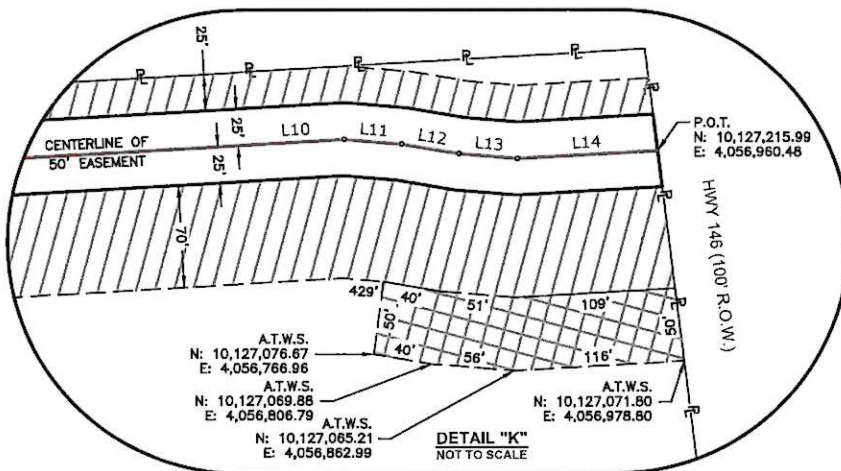
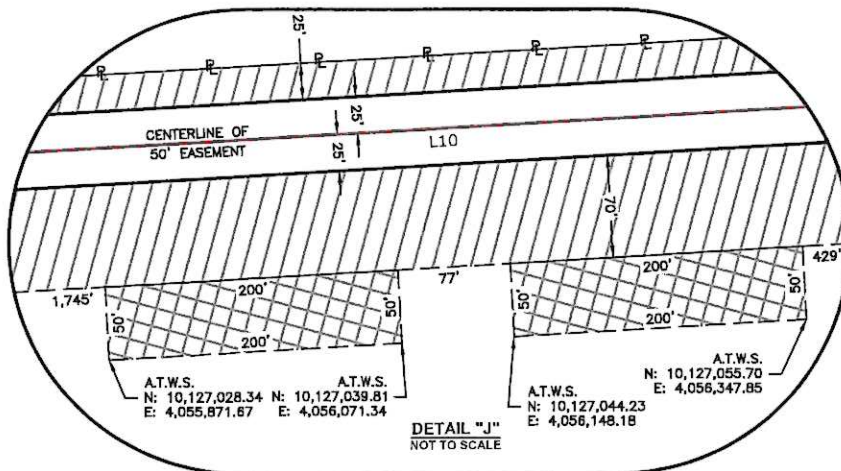
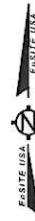


BLACKFIN
PIPELINE

PROJECT: BLACKFIN PIPELINE	
DWN. BY: EUSA	DATE: 10/31/2023
CHK. BY: SM	DATE: 10/31/2023
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BFP-TX-LIB-0612.001
50' WIDE PERMANENT EASEMENT
THE ROBERT N. HERRINGTON REVOCABLE GRANTOR TRUST
LIBERTY COUNTY, TEXAS

EXHIBIT "A"



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0' 700' 1,400'
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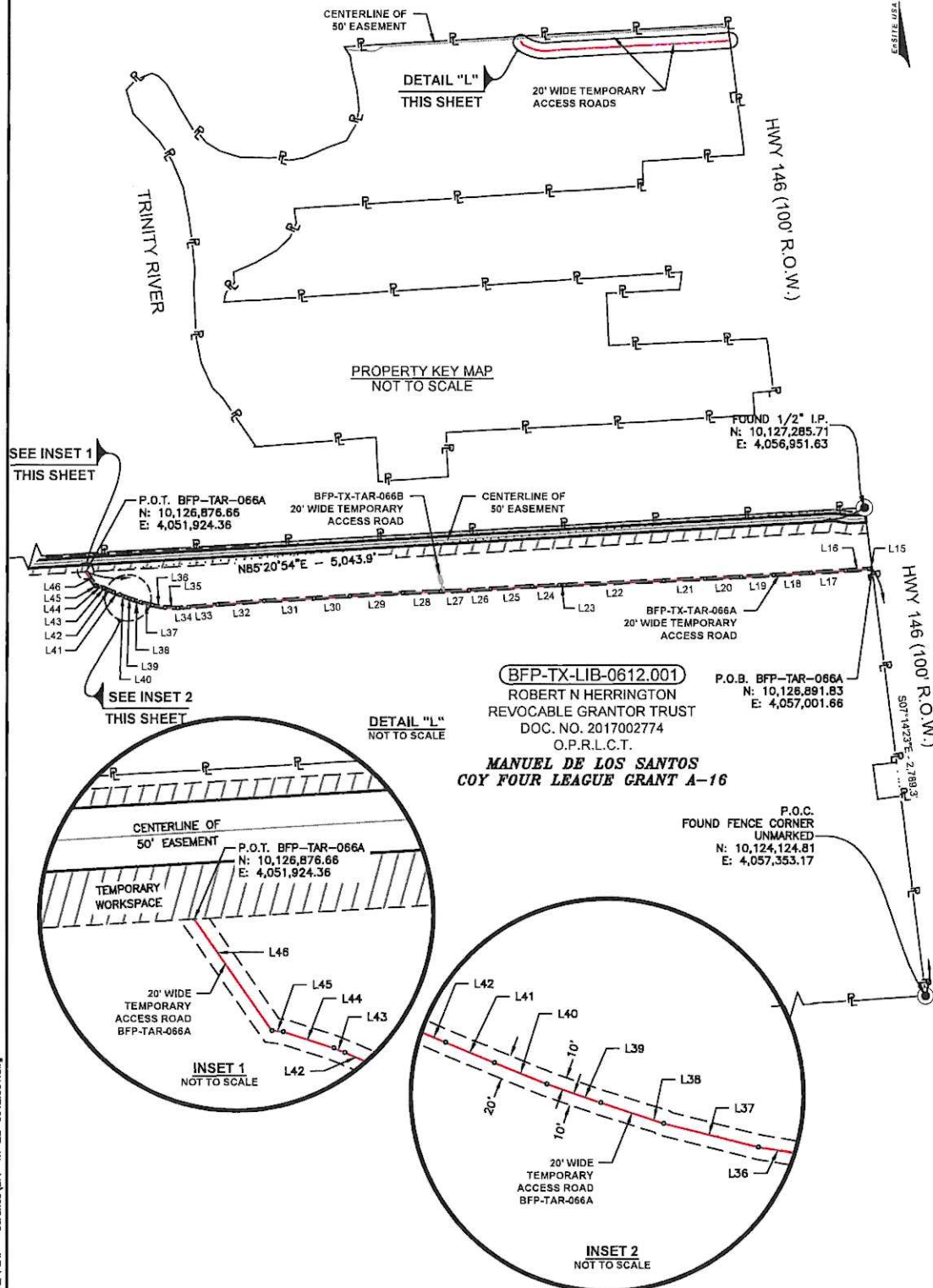
BLACKFIN
PIPELINE

PROJECT: BLACKFIN PIPELINE
DWN. BY: EUSA DATE: 10/31/2023
CHK. BY: SM DATE: 10/31/2023
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BFP-TX-LIB-0612.001
50' WIDE PERMANENT EASEMENT
THE ROBERT N. HERRINGTON REVOCABLE GRANTOR TRUST
LIBERTY COUNTY, TEXAS

EXHIBIT "A"

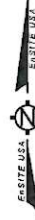
TEMPORARY ACCESS ROAD CENTERLINE LENGTH
5155.38 FEET = 312.45 RODS
TEMPORARY ACCESS ROAD EASEMENT = 2.37 ACRES



<p>O.P.R.L.C.T. OFFICIAL PUBLIC RECORDS LIBERTY COUNTY, TEXAS D.R.L.C.T. DEED RECORDS OF LIBERTY COUNTY, TEXAS VOL., PG. VOLUME, PAGE DOC. NO. DOCUMENT NUMBER PERMANENT EASEMENT (P.E.) TEMPORARY WORKSPACE (T.W.S.) ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)</p>	<p>LEGEND POINT OF BEGINNING POINT OF COMMENCEMENT POINT OF TERMINATION POINT OF REFERENCE POINT OF ENTRY POINT OF RE-ENTRY RIGHT OF WAY FOUND MONUMENT POINT OF INTERSECTION P.O.B. P.O.C. P.O.T. P.O.R. P.O.E. P.O.R.E. R.O.W. CENTERLINE PROPERTY LINE SURVEY LINE ADJOINER PROPERTY EXISTING PIPELINE FLY TIE IRON ROD IRON PIPE IRON</p>	<p>GRAPHIC SCALE IN FEET 0' 400' 800'</p>
<p>EnSiteUSA 3100 S. GESSNER, SUITE 400 HOUSTON, TX 77063 TEL: (713) 456-7880 www.ensiteusa.com</p>	<p>BLACKFIN PIPELINE</p>	<p>PROJECT: BLACKFIN PIPELINE DWN. BY: EUSA DATE: 10/31/2023 CHK. BY: SM DATE: 10/31/2023 PAGE: 6 OF 11 REV: 0 BFP-TX-LIB-0612.001-TA1 (BFP-TAR-066A) 20' WIDE TEMPORARY ACCESS EASEMENT THE ROBERT N. HERRINGTON REVOCABLE GRANTOR TRUST LIBERTY COUNTY, TEXAS</p>

EXHIBIT "A"

TEMPORARY ACCESS ROAD CENTERLINE LENGTH
5155.38 FEET = 312.45 RODS
TEMPORARY ACCESS ROAD EASEMENT = 2.37 ACRES



ACCESS ROAD LINE TABLE		
NUMBER	BEARING	LENGTH
L15	S 84°38'15" W	21.11'
L16	S 86°03'48" W	150.43'
L17	S 86°20'03" W	224.34'
L18	S 86°40'15" W	241.83'
L19	S 86°49'12" W	210.65'
L20	S 87°21'06" W	233.52'
L21	S 87°18'40" W	266.20'
L22	S 87°30'42" W	643.22'
L23	S 89°35'30" W	32.68'
L24	S 87°25'46" W	176.33'
L25	S 86°34'39" W	270.71'
L26	S 86°27'28" W	139.03'
L27	S 87°27'17" W	182.16'
L28	S 88°02'05" W	246.76'
L29	S 86°38'36" W	340.39'
L30	S 86°32'41" W	233.77'
L31	S 86°51'14" W	321.56'
L32	S 85°35'33" W	300.75'
L33	S 84°54'05" W	186.83'
L34	S 86°33'48" W	67.31'
L35	N 88°17'25" W	82.71'
L36	N 80°33'04" W	83.07'
L37	N 75°46'50" W	78.62'
L38	N 71°46'13" W	53.62'
L39	N 70°44'45" W	46.10'
L40	N 67°43'45" W	45.66'
L41	N 67°26'34" W	43.04'
L42	N 66°43'12" W	61.43'
L43	N 67°53'42" W	9.70'
L44	N 72°02'08" W	42.72'
L45	N 83°58'35" W	9.19'
L46	N 34°47'22" W	109.59'

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RIGHT OF WAY R.O.W.
FOUND MONUMENT
POINT OF INTERSECTION
CENTERLINE
PROPERTY LINE
SURVEY LINE
ADJOINER PROPERTY
EXISTING PIPELINE
FLY TIE
IRON ROD IR
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0' 700' 1,400'
GRAPHIC SCALE IN FEET

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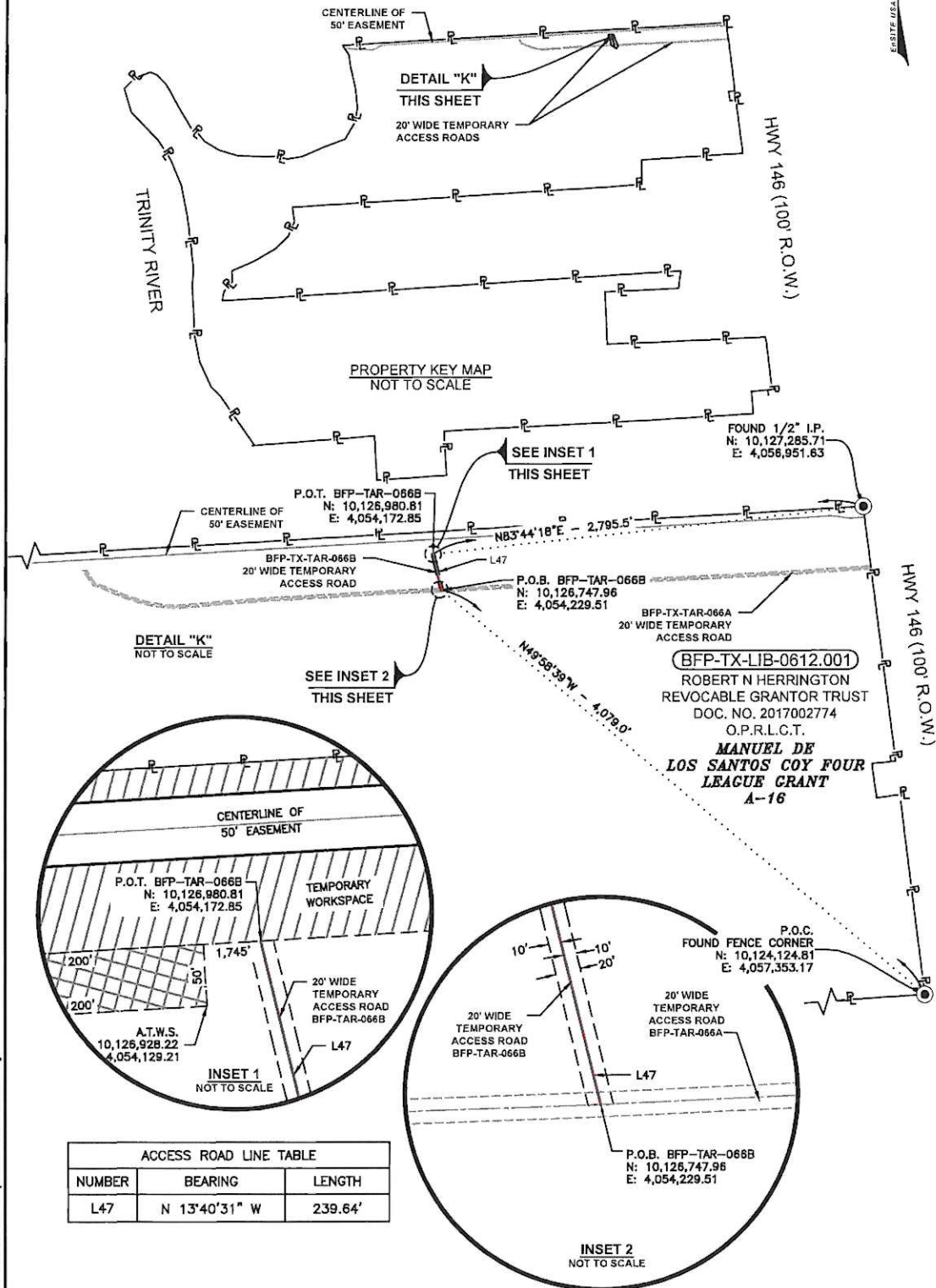
BLACKFIN
PIPELINE

PROJECT: BLACKFIN PIPELINE
DWN. BY: EUSA DATE: 10/31/2023
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BFP-TX-LIB-0612.001-TA1
20' WIDE TEMPORARY ACCESS EASEMENT
THE ROBERT N. HERRINGTON REVOCABLE GRANTOR TRUST
LIBERTY COUNTY, TEXAS

EXHIBIT "A"

TEMPORARY ACCESS ROAD CENTERLINE LENGTH
239.65 FEET = 14.52 RODS
TEMPORARY ACCESS ROAD EASEMENT = 0.11 ACRES



ACCESS ROAD LINE TABLE		
NUMBER	BEARING	LENGTH
L47	N 13°40'31" W	239.64'

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POINT OF REFERENCE P.O.R.
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POINT OF RE-ENTRY P.O.R.E.
RIGHT OF WAY R.O.W.
FOUND MONUMENT F.M.
POINT OF INTERSECTION P.O.I.
CENTERLINE
PROPERTY LINE
SURVEY LINE
ADJOINER PROPERTY
EXISTING PIPELINE
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BLACKFIN
PIPELINE

PROJECT: BLACKFIN PIPELINE
DWN. BY: EUSA DATE: 10/31/2023
CHK. BY: SM DATE: 10/31/2023
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BFP-TX-LIB-0612.001-TA2 (BFP-TAR-066B)
20' WIDE TEMPORARY ACCESS EASEMENT
THE ROBERT N. HERRINGTON REVOCABLE GRANTOR TRUST
LIBERTY COUNTY, TEXAS

BLACKFIN PIPELINE
 ENSITEUSA PROJECT NO. 7626
 TRACT NO. BFP-TX-LIB-0612.001
 REVISION 0
 ROBERT N. HERRINGTON REVOCABLE GRANTOR TRUST
 LIBERTY COUNTY, TEXAS

DESCRIPTION OF
 A FIFTY (50) FOOT WIDE PERMANENT EASEMENT
 UPON THE PROPERTY OF
 ROBERT N. HARRINGTON REVOCABLE GRANTOR TRUST

CENTERLINE DESCRIPTION OF A FIFTY (50) FOOT WIDE PERMANENT EASEMENT AND RIGHT OF WAY SITUATED IN THE MANUEL DE LOS SANTOS COY FOUR LEAGUE GRANT, ABSTRACT 16, LIBERTY COUNTY, TEXAS, UPON, OVER AND ACROSS A PORTION OF A TRACT OF LAND IN THE NAME OF ROBERT N. HERRINGTON REVOCABLE GRANTOR TRUST AS DESCRIBED IN DOCUMENT NO. 2017002774, OF THE OFFICIAL PUBLIC RECORDS OF LIBERTY COUNTY, TEXAS (O.P.R.L.C.T.), REFERRED TO HEREIN AFTER AS "THE ABOVE REFERENCED TRACT OF LAND", SAID FIFTY (50) FOOT WIDE PERMANENT EASEMENT BEING SITUATED TWENTY FIVE (25) FEET ON EACH SIDE OF THE HEREIN DESCRIBED CENTERLINE, WITH THE SIDELINES OF SAID PERMANENT EASEMENT BEING LENGTHENED OR SHORTENED TO INTERSECT THE BOUNDARIES OF THE ABOVE REFERENCED TRACT OF LAND, SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; WITH ALL BEARINGS AND DISTANCES HEREIN BEING GRID, BASED UPON THE NORTH AMERICAN DATUM OF 1983 (NAD 1983), TEXAS COORDINATE SYSTEM, CENTRAL ZONE (TX_C 4203) USING THE UNITED STATES SURVEY FOOT, THIS SURVEY PERFORMED AND CONDUCTED ON THE GROUND, UNDER MY PERSONAL DIRECTION AND SUPERVISION, USING A GLOBAL POSITIONING SYSTEM (GPS).

PERMANENT EASEMENT

COMMENCE at an unmarked 1/2-inch iron pipe having coordinates of N:10,127,285.71, E:4,056,951.63, based on the above referenced coordinate system, and being the northern most northeast corner of the above referenced tract of land, same being in the west line of Highway 146 (100' right of way);

THENCE South 86°14'44" West for a distance of 9,275.7 feet to a point on the westerly line of the above referenced tract of land, said point being the **POINT OF BEGINNING** of the herein described permanent easement centerline, same having coordinates of N:10,126,678.34, E:4,047,695.82.

THENCE along the centerline of the herein described permanent easement upon, over and across a portion of the above referenced tract of land in the following fourteen (14) courses and distances:

1. South 86°21'15" East for a distance of 628.91 feet to a point,
2. North 85°38'45" East for a distance of 40.00 feet to a point,
3. North 77°38'45" East for a distance of 40.00 feet to a point,
4. North 69°38'45" East for a distance of 40.00 feet to a point,
5. North 62°42'42" East for a distance of 40.00 feet to a point,
6. North 54°19'10" East for a distance of 62.44 feet to a point,
7. North 62°42'42" East for a distance of 40.00 feet to a point,
8. North 70°42'42" East for a distance of 40.00 feet to a point,
9. North 78°42'42" East for a distance of 40.00 feet to a point,
10. North 86°42'42" East for a distance of 8,120.82 feet to a point,
11. South 85°17'18" East for a distance of 39.74 feet to a point,
12. South 80°18'47" East for a distance of 39.81 feet to a point,
13. South 85°15'16" East for a distance of 40.00 feet to a point,
14. North 86°44'44" East for a distance of 95.76 feet to a point on the northern most east line of the above referenced tract of land, same being said west line of Highway 146 (100' right of way), said point being the **POINT OF TERMINATION** of the herein described permanent easement, said point having coordinates of N:10,127,215.99, E:4,056,960.48, from which an unmarked fence corner post found for an easterly corner of the above referenced tract of land bears South 07°14'23" East for a distance of 3,116.0 feet, same having coordinates of N:10,124,124.81, E:4,057,353.17.

Herein described fifty (50) foot wide strip of land having a total length across the property of 9,307.48 feet, or 564.09 rods and containing 10.68 acres of land, more or less.

BLACKFIN PIPELINE
 ENSITEUSA PROJECT NO. 7626
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 ROBERT N. HERRINGTON REVOCABLE GRANTOR TRUST
 LIBERTY COUNTY, TEXAS

TEMPORARY WORKSPACE (T.W.S.)

A variable width strip of land being fifteen (15) foot wide and twenty five (25) foot wide and a variable strip of land being forty five (45) foot wide and seventy (70) foot wide, as shown on attached plat containing 15.08 acres of land, more or less.

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

A.T.W.S. containing 3.34 acres of land, more or less.

TEMPORARY ACCESS ROAD BFP-TX-TAR-066A

COMMENCE at said unmarked fence corner post having coordinates of N:10,124,124.81, E:4,057,353.17, based on the above referenced coordinate system, and being said easterly corner of the above referenced tract of land, same being in the west line of Highway 146 (100' right of way);

THENCE North 07°14'23" West for a distance of 2,789.3 feet to a point on said northern most east line of the above referenced tract of land, same being said west line of Highway 146, said point being the **POINT OF BEGINNING** of the herein described temporary access road centerline, same having coordinates of N:10,126,891.83, E:4,057,001.66.

THENCE along the centerline of the herein described temporary access road upon, over and across a portion of the above referenced tract of land in the following thirty five (35) courses and distances:

15. South 84°38'15" West for a distance of 21.11 feet to a point,
16. South 86°03'48" West for a distance of 150.43 feet to a point,
17. South 86°20'03" West for a distance of 224.34 feet to a point,
18. South 86°40'15" West for a distance of 241.83 feet to a point,
19. South 86°49'11" West for a distance of 210.65 feet to a point,
20. South 87°21'05" West for a distance of 233.52 feet to a point,
21. South 87°18'39" West for a distance of 266.20 feet to a point,
22. South 87°30'41" West for a distance of 643.22 feet to a point,
23. South 89°35'29" West for a distance of 32.68 feet to a point,
24. South 87°25'45" West for a distance of 176.33 feet to a point,
25. South 86°34'39" West for a distance of 270.71 feet to a point,
26. South 86°27'28" West for a distance of 139.03 feet to a point,
27. South 87°27'16" West for a distance of 182.16 feet to a point,
28. South 88°02'05" West for a distance of 246.76 feet to a point,
29. South 86°38'36" West for a distance of 340.39 feet to a point,
30. South 86°32'41" West for a distance of 233.77 feet to a point,
31. South 86°51'13" West for a distance of 321.56 feet to a point,
32. South 85°35'33" West for a distance of 300.75 feet to a point,
33. South 84°54'05" West for a distance of 186.83 feet to a point,
34. South 86°33'48" West for a distance of 67.31 feet to a point,
35. North 88°17'24" West for a distance of 82.71 feet to a point,
36. North 80°33'04" West for a distance of 83.07 feet to a point,
37. North 75°46'50" West for a distance of 78.62 feet to a point,
38. North 71°46'13" West for a distance of 53.62 feet to a point,
39. North 70°44'44" West for a distance of 46.10 feet to a point,
40. North 67°43'45" West for a distance of 45.66 feet to a point,
41. North 67°26'33" West for a distance of 43.04 feet to a point,
42. North 66°43'12" West for a distance of 61.43 feet to a point,
43. North 67°53'41" West for a distance of 9.70 feet to a point,
44. North 72°02'07" West for a distance of 42.72 feet to a point,
45. North 83°58'35" West for a distance of 9.19 feet to a point,

EXHIBIT "A"



BLACKFIN PIPELINE
ENSITEUSA PROJECT NO. 7626
TRACT NO. BFP-TX-LIB-0612.001
REVISION 0
ROBERT N. HERRINGTON REVOCABLE GRANTOR TRUST
LIBERTY COUNTY, TEXAS

46. North 34°47'22" West for a distance of 109.59 feet to a point on the south line of the south of the herein described T.W.S., said point being the **POINT OF TERMINATION** of the herein described temporary workspace, said point having coordinates of N:10,126,876.66, E:4,051,924.36, from which an unmarked 1/2-inch iron pipe found for the northeast corner of the above referenced tract of land, same being in said west line of Highway 146, bears North 85°20'54" East for a distance of 5,043.9 feet, same having coordinates of N:10,127,285.71, E:4,056,951.63.

Herein described twenty (20) foot wide temporary access road having a total length across the property of 5,155.38 feet, or 312.45 rods and containing 2.37 acres of land, more or less.

TEMPORARY ACCESS ROAD BFP-TX-TAR-066B

COMMENCE at said unmarked fence corner post having coordinates of N:10,124,124.81, E:4,057,353.17, based on the above referenced coordinate system, and being said easterly corner of the above referenced tract of land, same being in the west line of Highway 146 (100' right of way);

THENCE North 49°58'39" West for a distance of 4,079.0 feet to a point on the centerline of the herein described temporary access road BFP-TX-TAR-066B, said point being the **POINT OF BEGINNING** of the herein described temporary access road centerline, same having coordinates of N:10,126,747.96, E:4,054,229.51.

THENCE North 13°40'31" West for a distance of 239.64 feet to a point on the south line of the south of the herein described T.W.S., said point being the **POINT OF TERMINATION** of the herein described temporary workspace, said point having coordinates of N:10,126,980.81, E:4,054,172.85, from which said unmarked 1/2-inch iron pipe found for the northeast corner of the above referenced tract of land, same being in said west line of Highway 146 bears North 83°44'18" East for a distance of 2,795.5 feet, same having coordinates of N:10,127,285.71, E:4,056,951.63.

Herein described twenty (20) foot wide temporary access road having a total length across the property of 239.65 feet, or 14.52 rods and containing 0.11 acre of land, more or less.

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

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

12/14/2023

Gary Greer
Registered Professional Land Surveyor
Texas Registration No. 4948, Expires 12/31/2023
EnSite USA, Inc.
3100 S. Gessner, Suite 400
Houston, Texas 77063
Firm Registration No. 10193874, 12/31/2023
Ph. (713) 456-7880



Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Marcy Anderson on behalf of Jordan Miller
Bar No. 24074720

[REDACTED]

Envelope ID: 85033887

Filing Code Description: Original Petition

Filing Description: PLAINTIFF'S ORIGINAL STATEMENT AND PETITION
FOR CONDEMNATION

Status as of 2/29/2024 9:45 AM CST

Associated Case Party: Blackfin Pipeline, LLC

Name	BarNumber	Email	TimestampSubmitted	Status
Marcy Anderson		[REDACTED]	2/29/2024 9:03:43 AM	SENT
John Baker		[REDACTED]	2/29/2024 9:03:43 AM	SENT
Michael E. Ma		[REDACTED]	2/29/2024 9:03:43 AM	SENT
Drenda Roman		[REDACTED]	2/29/2024 9:03:43 AM	SENT

ATTACHMENT 5

Payment Check



Basis2 Receipt Report by Endorsement Number

NOV-15-24 10:18 AM

<u>Acct. #:</u>	EMG	<u>Account Name:</u>	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	M541354		SWCA INC	CK	60123		BS00111413	15-OCT-24	\$251.25
RIVER/TRINITY RIVER									
BASIN									