#### 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 divertwater 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.

	A Name: Blackfin Pipeline, LLC								
	B. Mailing Address: 100 Congress Avenue, Suite 2200, Austin, Texas 78701								
	C.	Telephone Number: <u>(720) 556-2820</u> Fax No	umber:	E-mail A	ddress				
	D.	Applicant owes fees or penalties? ☐ Yes ☒ N	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 hydr	rostatic testing.			6			
	F.	Description of Project (TDH Project No. if applicable)	installation of a	new 48-inch diameter natu	ral gas pipeline	1 5.	-1, T-1		
	G.	Highway Designation No	Co	ounty Liberty			mEl-		
	And the second s	e of Diversion (check one): From Stream	3.	Rate of Diversion: A. Maximum	(capacity of pu		00 gpm		
	-								
	-6/00/00/00/00	unt and Source of Water:					91		
	16.	_acre-feet of water within a period of three years_ (	de de la companya del companya de la companya del companya de la c	CONTROL STORES STORE		wateris	to be obtained		
	from	Trinity River , tributary of N/A , tributary of N/A	A, tributary	of N/A , Trinity River	Basin.				
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	1461	(R-O-W) (Highway), located in Zip Code 77327	, located <u>18.6</u>	2 miles in a <u>north</u> dire	ection from Lib	erty(	(County Seat),		
	Liberty County, and 12.38 miles in a northwest direction from Hardin, a nearby town shown on County road map. Note: Distance								
	Liber	ty County, and 12.38 miles in a northwest d	lirection from Ha	rdin, a nearby town she	own on County	road ma	p. Note: Distan		
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Notary ID 134957689

Form TCEQ-10202 (revised 3/2016

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 a permit. 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

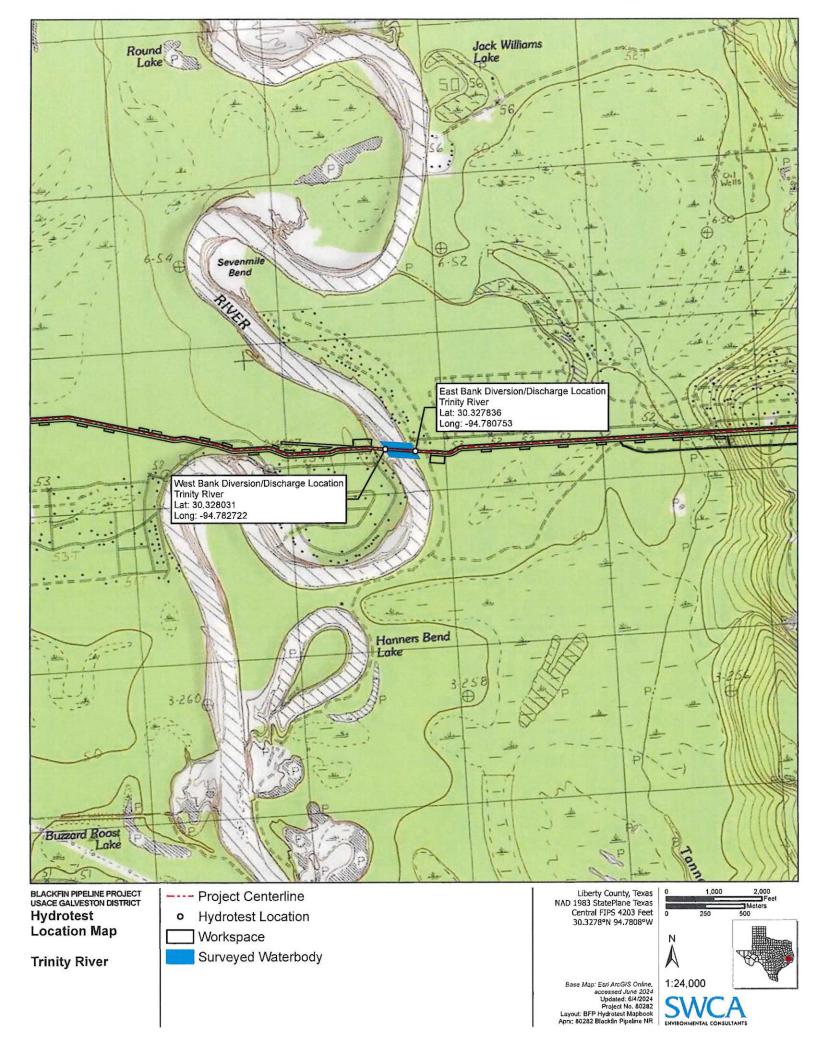
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Water Availability Division

CK# 60123

## ATTACHMENT 2 Maps



### 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

2024019071 EAS Total Pages: 25

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

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LIBERTY §

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 belowground 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.

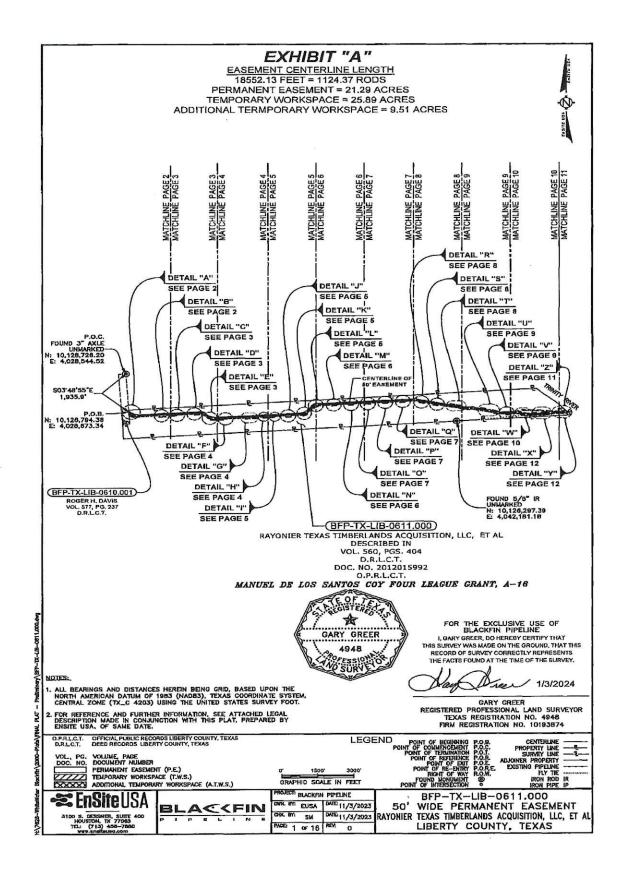
EXECUTED and effective as of the 28 day of MAY 2024.

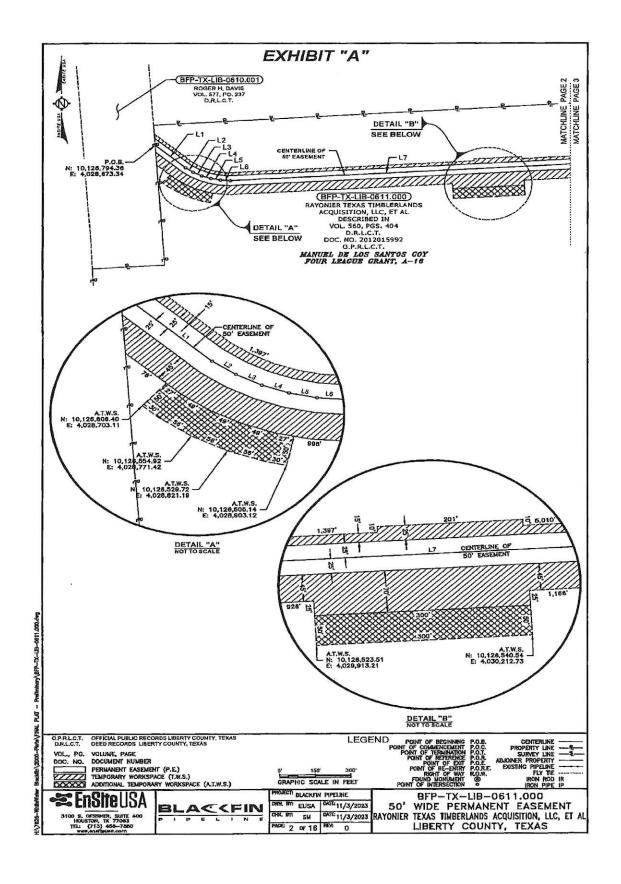
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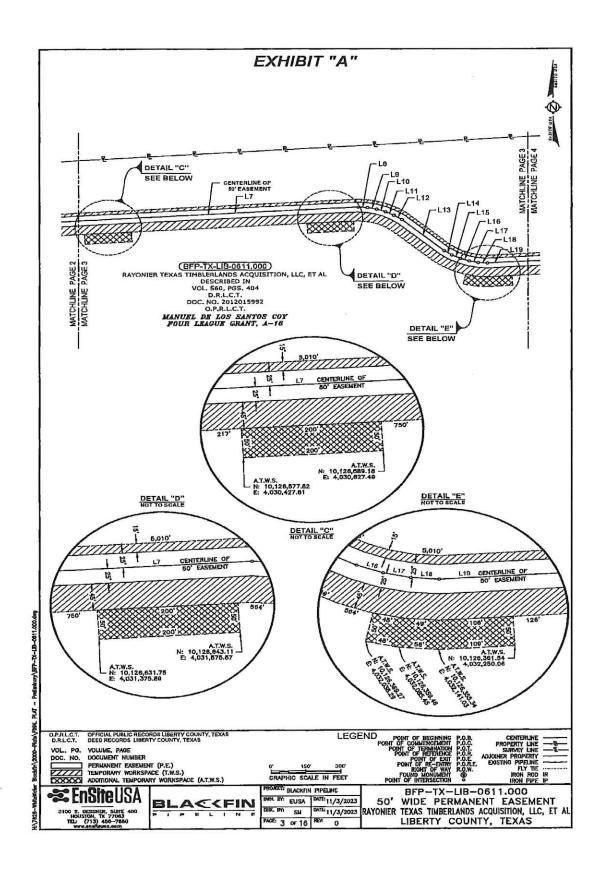
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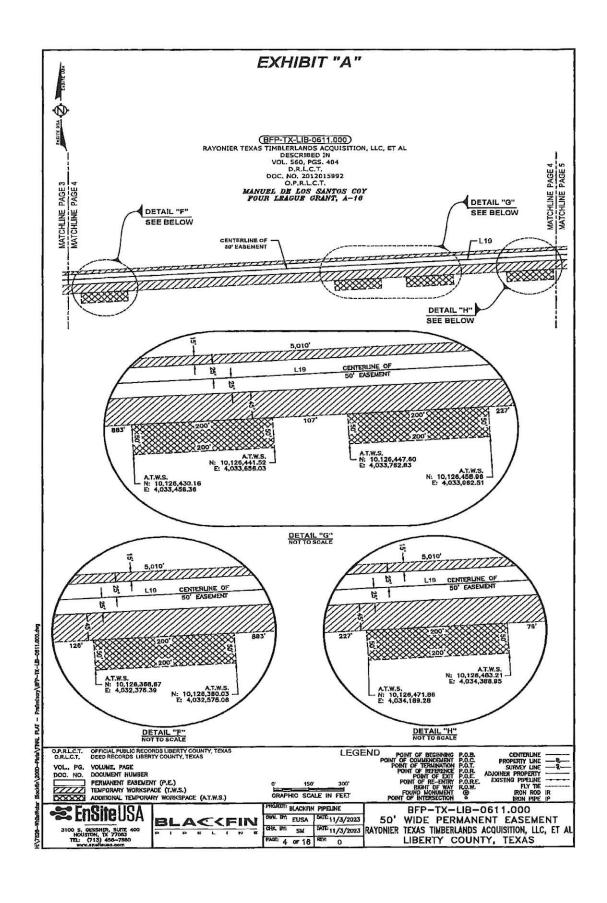
GRANTOR(S):
L.L.M.S., LTD., A TEXAS LIMITED PARTNERSHIP
By: <u>Barbara Haynes</u> Print Name: <u>Barbara Haynes</u> Title: <u>Owner - Granlus</u>
ACKNOWLEDGEMENT
STATE OF LOUISIANA § CONSTY OF BLUISLAND § This record was acknowledged before me on Flheau 14 2024, by Barbara Haynes
Deborah W-Kelley  # 0005 12  My commission da  for life.

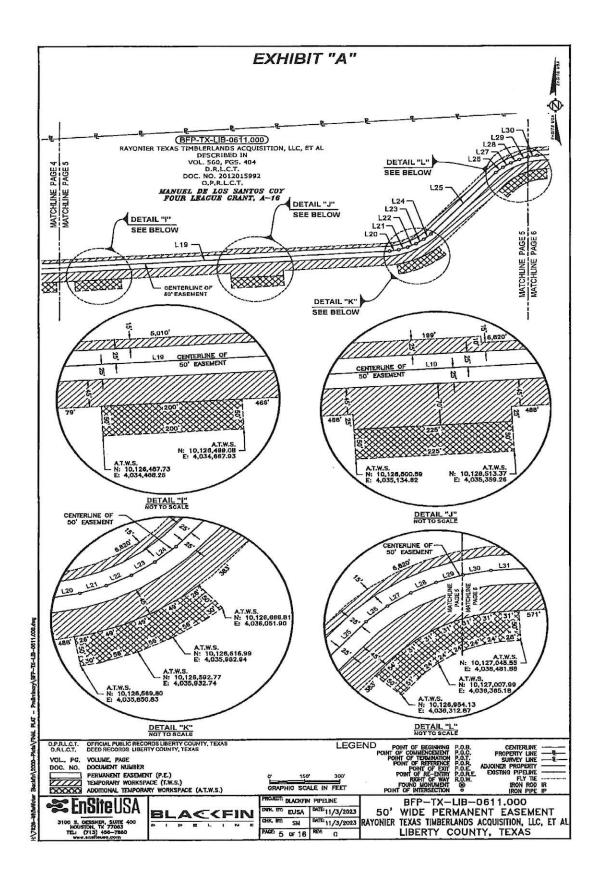
GRANTEE:
BLACKFIN PIPELINE, LLC
By: Listie Kilton
Print Name: Leslie Kelton
Title: Senior Project Manager
ACKNOWLEDGMENT
STATE OF TEXAS §
COUNTY OF MONTGOMERY §
This record was acknowledged before me on $May 28$ , 2024, by Leslie Kelton
Senior Project Manager of BLACKFIN PIPELINE, LLC, a Delaware limited liability company
on behalf of the company.
Signature of Notary Public
CHAD HINKEL Notary Public, State of Texas Comm. Expires 05-10-2028 Notary ID 128983475

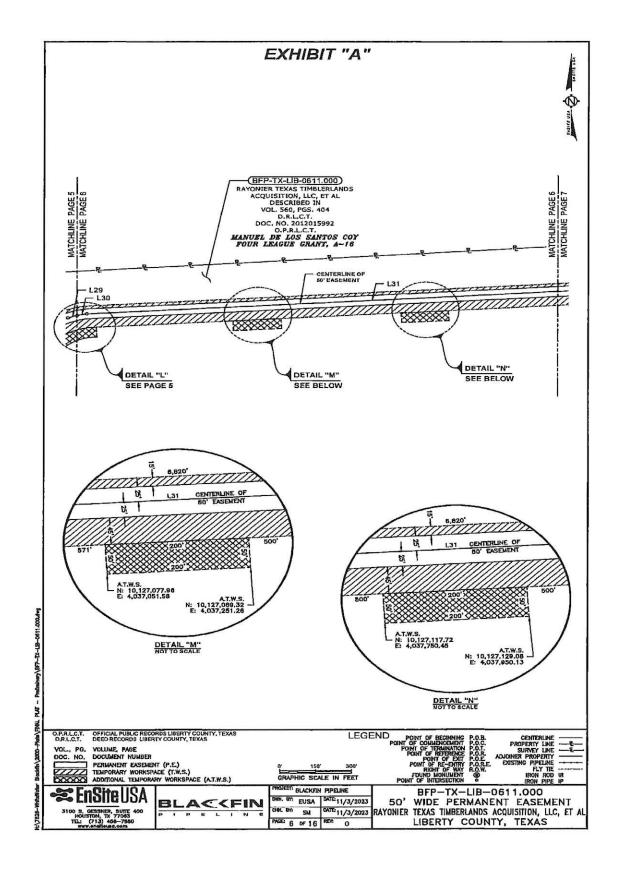


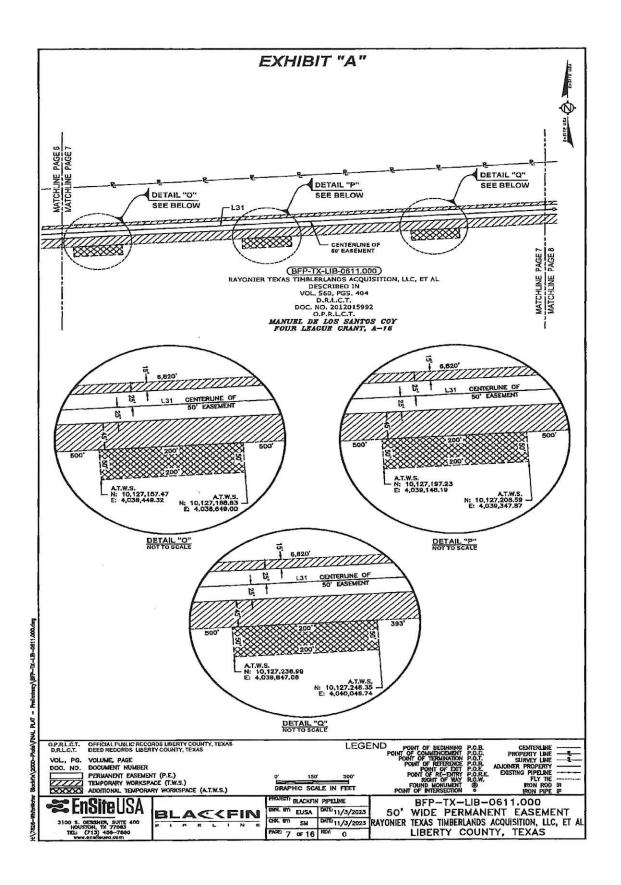


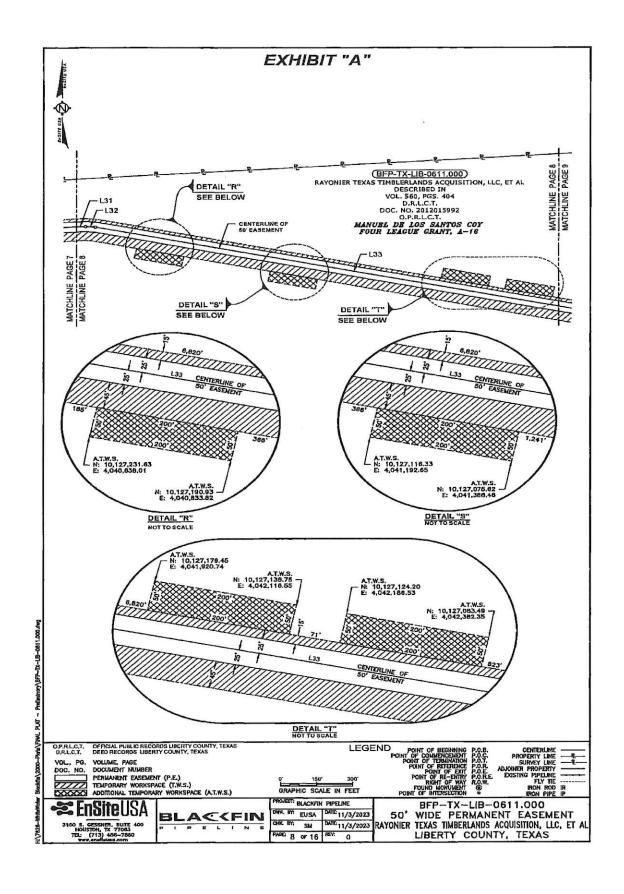


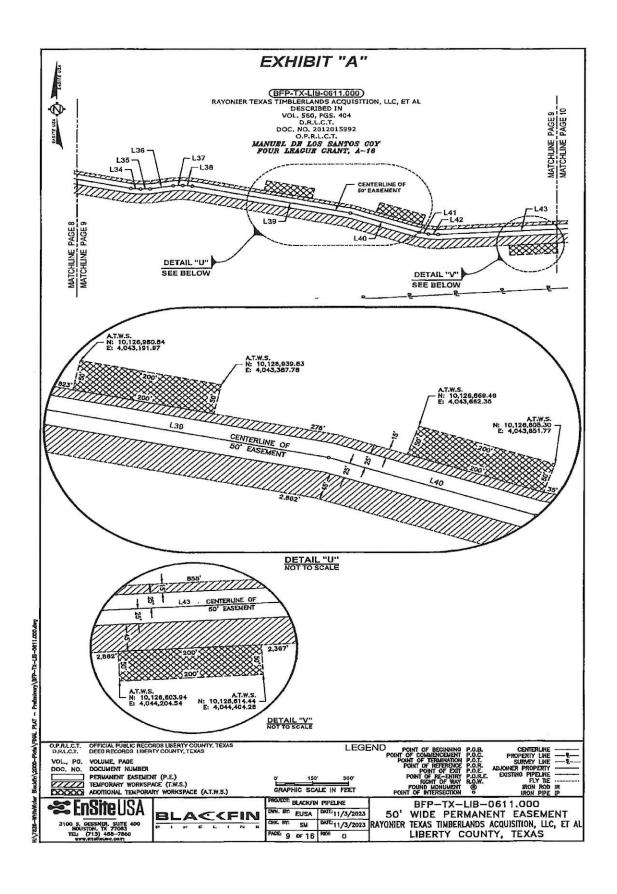


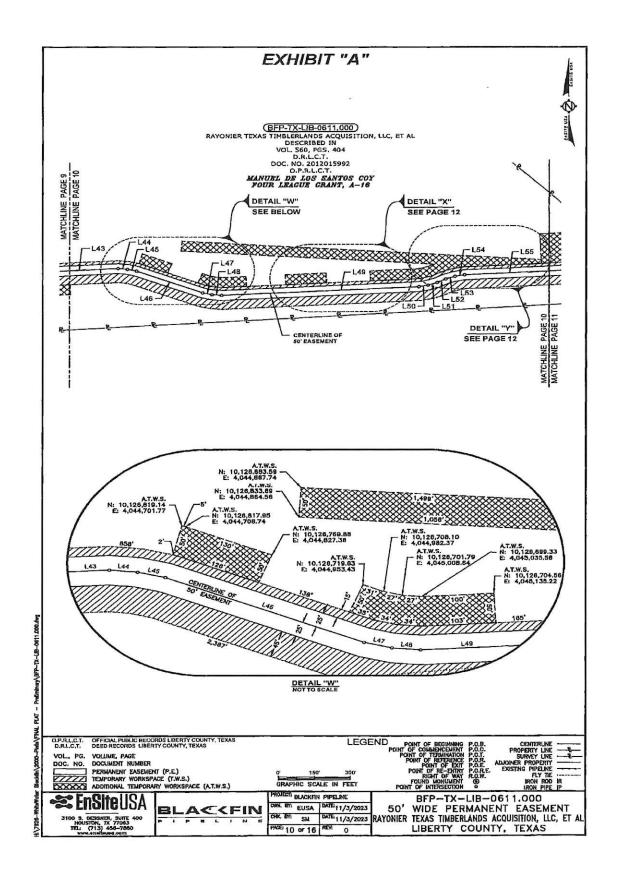


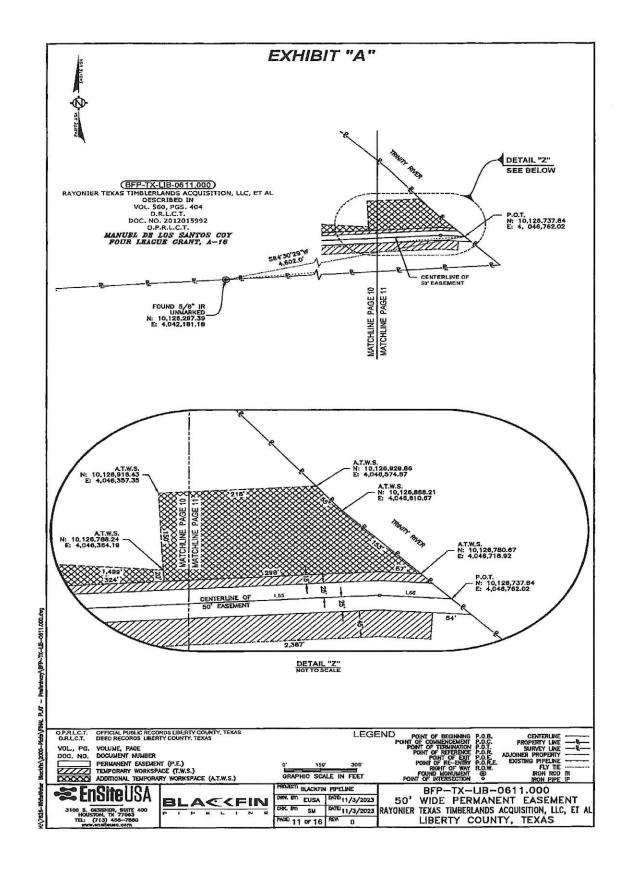


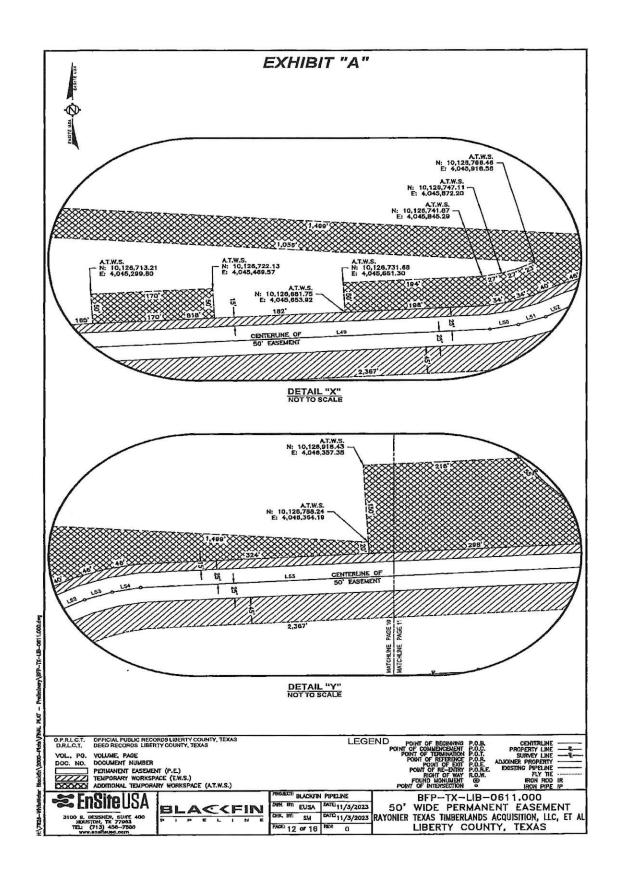












	LINE TABLE	
NUMBER	BEARING	LENGTH
L1	S 48"05"28" E	169.72
L2	S 55'37'07" E	39.99
L3	S 83'08'46" E	40.00'
L4	5 70'40'24" E	40.00
L5	S 78'12'03" E	39,99'
L6	S 85'43'42" E	40.00
L7	N 86'44'39" E	2611.64
LB	S 85'45'21" E	40.00
L9	S 78"15"21" E	40.00
L10	S 70"45"21" E	39.99
L11	S 63'15'21" E	39.99
L12	S 55'45'21" 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 86'44'39" E	3674.26
L20	N 79'14'39" 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 79"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'
L36	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 8659'32" 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	296.71
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'
1.52	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

OFFICIAL PUBLIC RECORDS LIBERTY COUNTY, TEXAS DEED RECORDS LIBERTY COUNTY, TEXAS

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

LEGEND

PROMET BLACKIN PIPELINE

DIR. BY EUSA

DATE 11/3/2023

DR. BY SH

DATE 11/3/2023

DATE 11/3/2023

DATE 11/3/2023

RAYONIER TEXAS TIMBERLANDS ACQUISITION, LLC, ET AL

LIBERTY COUNTY, TEXAS

EnSite USA



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 THACT OF LAND!", SALD FIETY (50) EOOT WIDE PERMANENT RASEMENT BEING SITUATED 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 comer 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:

- South 48°05'28" East for a distance of 169.72 feet to a point,
- South 55°37'07" East for a distance of 39.99 feet to a point,
- South 63°08'46" East for a distance of 40.00 feet to a point,
- South 70°40'24" East for a distance of 40.00 feet to a point, South 78°12'03" East for a distance of 39.99 feet to a point,
- South 85°43'42" East for a distance of 40.00 feet to a point, North 86°44'39" East for a distance of 2,611.64 feet to a point,
- South 85°45'21" East for a distance of 40.00 feet to a point,
- 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,



**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,
- 55. North 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.



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

1/3/2024

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

GARY GREER

4948

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

Filed
2/29/2024 9:03 AM
Lee Haidusek Chambers
County Clerk
Liberty County, Texas
By:\_Kristi Jennings\_\_\_De

CAUSE NO.\_\_\_\_

By: Kristi Jennings Deputy

MINENT DOMAIN PROCEEDING

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.	8	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**

- 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, 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.
- 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

PLAINTIFF'S ORIGINAL PETITION AND STATEMENT IN CONDEMNATION BFP-TX-LIB-0612.001 (HERRINGTON)

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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.
- 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.

Defendant is not permitted to conduct any of the following activities on the 25.

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

PLAINTIFF'S ORIGINAL PETITION AND STATEMENT IN CONDEMNATION BFP-TX-LIB-0612.001 (HERRINGTON)

PAGE 8 OF 13

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

PLAINTIFF'S ORIGINAL PETITION AND STATEMENT IN CONDEMNATION

PAGE 9 OF 13

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

MICHAEL E. MA

State Bar No. 24060202

Jordan A. Miller

State Bar No. 24074720

1400 Preston Road

Suite 350

Plano, Texas 75093

Telephone: (469) 351-3500 Facsimile: (469) 351-3490

ATTORNEYS FOR PLAINTIFF BLACKFIN PIPELINE, LLC

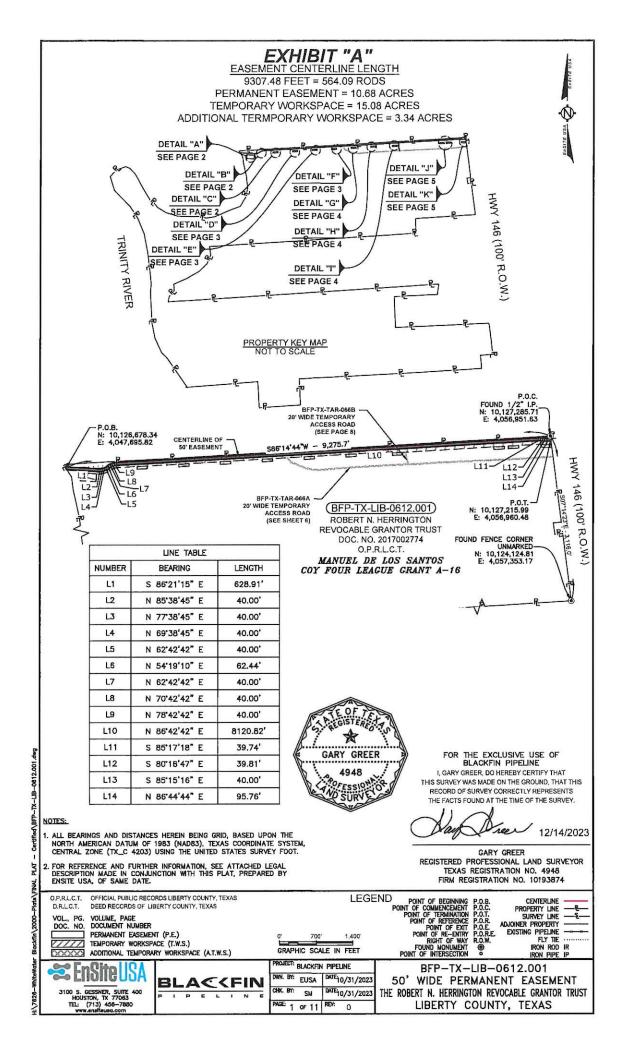
# **CERTIFICATE OF MAILING**

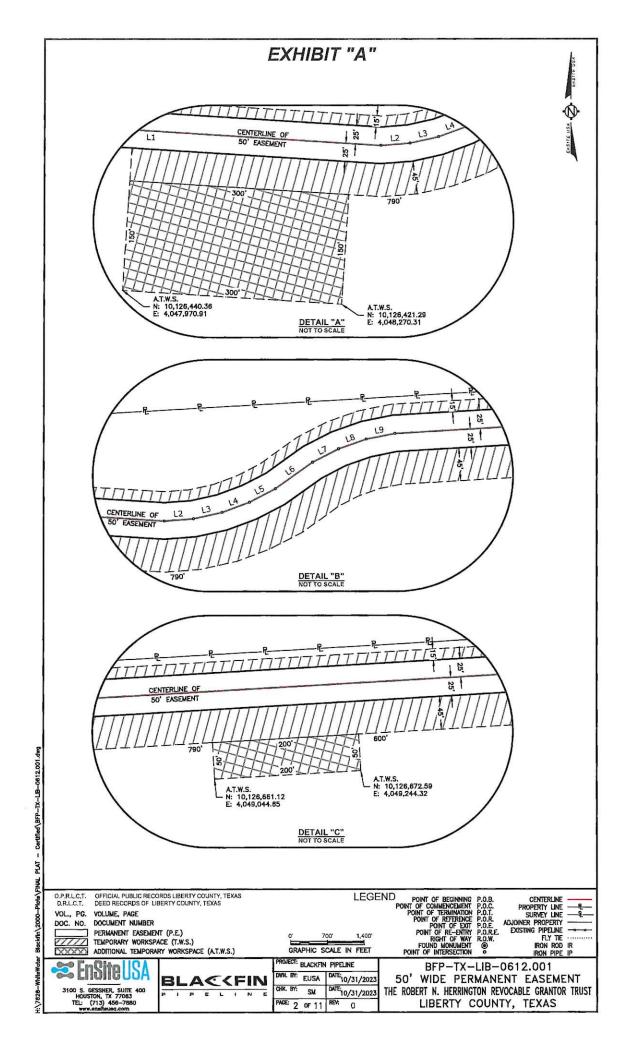
In accordance with § 21.012(c) of the Texas Property Code, Plaintiff is delivering by certified mail, return receipt requested, and first class mail, a copy of this Petition to the property owner(s) identified in the Petition, unless such Defendant cannot be identified or located.

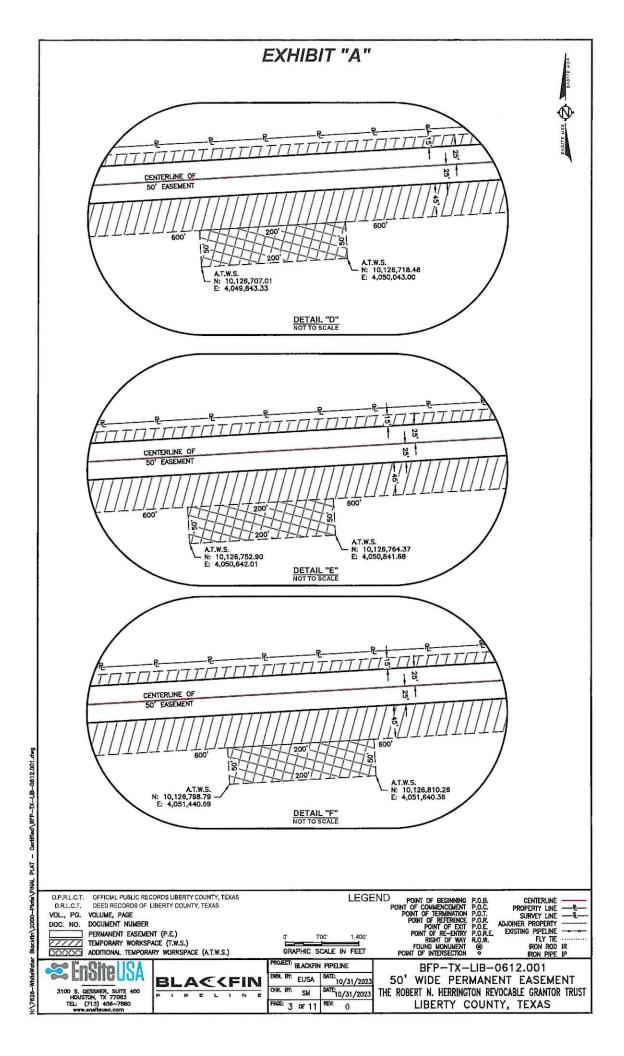
/s/ Jordan A. Miller

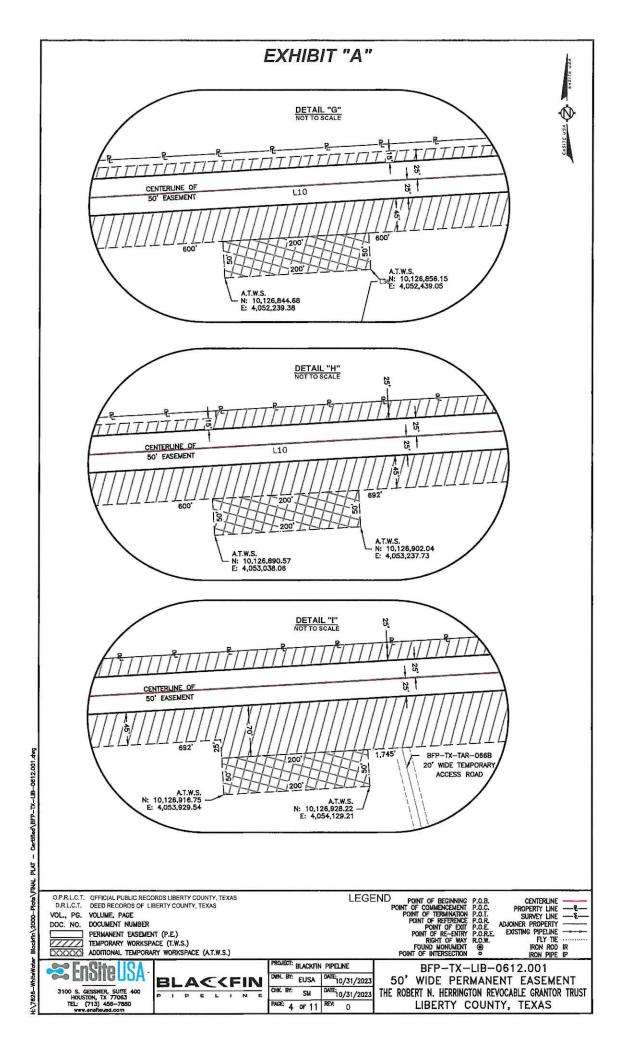
Attorney for Plaintiff

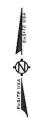
# EXHIBIT A

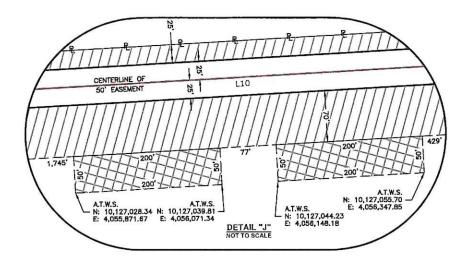


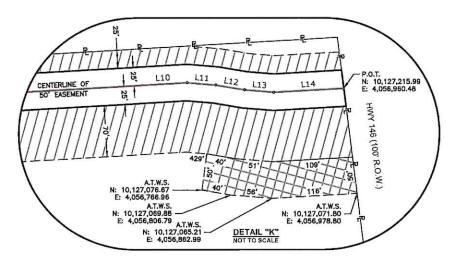












O.P.R.L.C.T. OFFICIAL PUBLIC RECORDS LIBERTY COUNTY, TEXAS D.R.L.C.T. DEED RECORDS OF LIBERTY COUNTY, TEXAS

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

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

0° 700' 1,400'
GRAPHIC SCALE IN FEET

LEGEND

POINT OF BEGINNING P.O.B.
POINT OF COMMENCEMENT P.O.C.
POINT OF TERMINATION P.O.T.
POINT OF REPERSON P.O.F.
POINT OF F.O.F.
POINT OF G.E.
RIGHT OF WAY R.O.W.
FOUND MONUMENT ®
POINT OF INTERSECTION

CENTERLINE
PROPERTY LINE
SURVEY LINE
ADJOINCE PROPERTY
EXISTING PIPELINE
RON ROD IR
IRON PIPE IP

TIC. S. GESSHER, SUITE 400 HOUSTON, TX 77043 TEI: (7.13) 458-7880 WWY-England.com

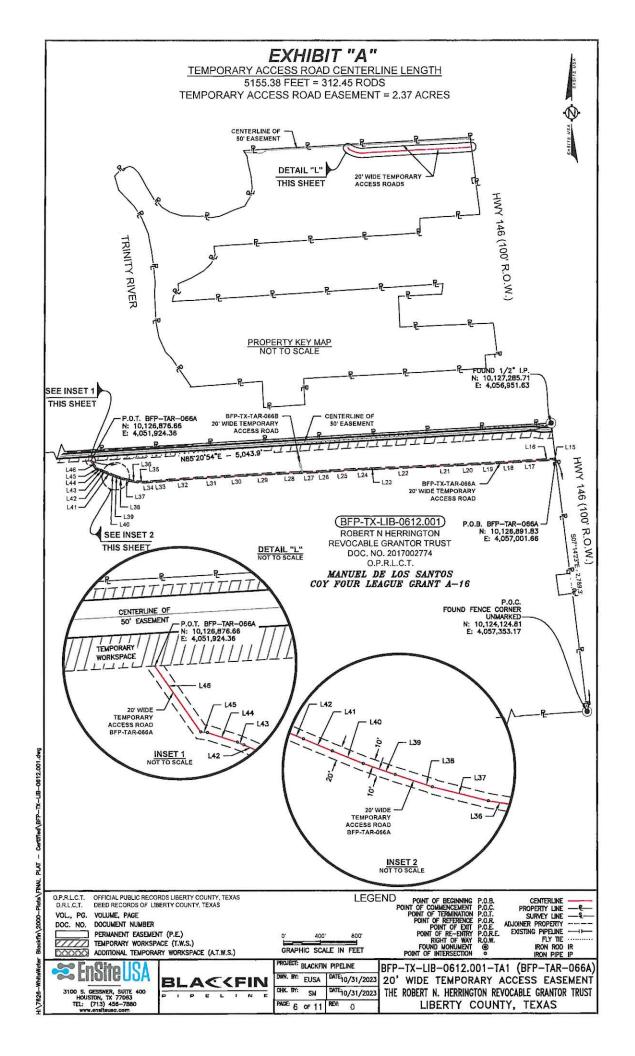


PROJECT: BLACKFIN	PIPELINE
DWN. BY: EUSA	DATE: 10/31/2023 DATE: 10/31/2023
CHK. BY: SM	
PAGE 5 OF 11	

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

ockfin\2000-Plots\FINAL PLAT - Certified\BFP-TX-LIB-00

H:\7828-WhiteWater Blackfin\200



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



	ACCESS ROAD LINE T	TABLE
NUMBER	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. <del>4</del> 3'
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'

O.P.R.L.C.T.	OFFICIAL PUBLIC RECORDS LIBERTY COUNTY, TEXAS
DRICT	DEED RECORDS OF LIBERTY COUNTY TEYAS

VOLUME, PAGE DOCUMENT NUMBER DOC. NO.

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

GRAPHIC SCALE IN FEET

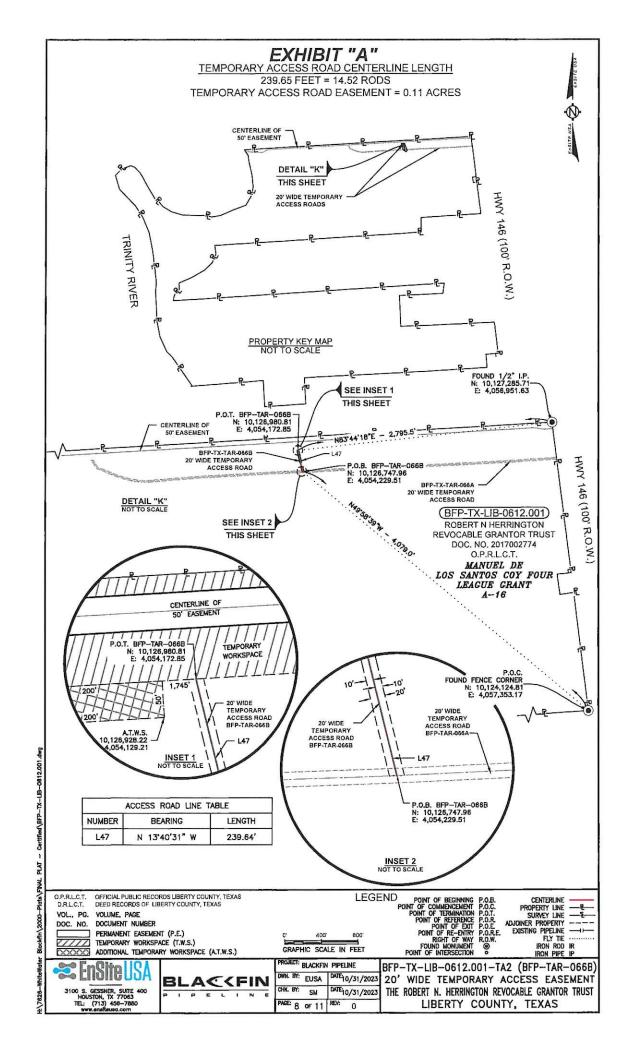
LEGEND

POINT OF BEGINNING P.O.B. CENTERLINE
POINT OF COMMENCEMENT P.O.C. PROPERTY LINE
POINT OF REPERBLYE. P.O.R.
POINT OF FEATHER. P.O.R.
POINT OF EXIT P.O.R.
POINT OF RE-ENTRY P.O.R.E.
RIGHT OF WAY R.O.W.
FOUND MONUMENT ® IRON ROD IR
POINT OF INTERSECTION IRON PIPE IP





PROJECT: BLACKFIN	PIPELINE	
DWN. BY: EUSA	A DATE:10/31/2023 DATE:10/31/2023	
CHK. BY: SM		
PAGE: 7 OF 11	REV: C	





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,
- 10. North 80 42 42 East for a distance of 6,120.62 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 TRACT NO. BFP-TX-LIB-0612.001 REVISION 0 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,



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.

Gary Greer

Registered Professional Land Surveyor

Texas Registration No. 4948, Expires 12/31/2023

12/14/2023

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

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			2/29/2024 9:03:43 AM	SENT
John Baker			2/29/2024 9:03:43 AM	SENT
Michael E.Ma			2/29/2024 9:03:43 AM	SENT
Drenda Roman			2/29/2024 9:03:43 AM	SENT

# ATTACHMENT 5 Payment Check