
NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Tract No.: SW-TC-258.000

TEMPORARY WORK SPACE EASEMENT GRANT

THIS TEMPORARY WORK SPACE EASEMENT GRANT (this "**Agreement**") is made and entered into this ____ day of _____, 2026 (the "**Effective Date**") by and between COUNTY OF GALVESTON, a political subdivision of the State of Texas, acting by and through its County Commissioners' Court with a mailing address of 722 Moody, Suite 200, Galveston, Texas 77550 ("**Grantor**" or "**County**"), in favor of BANGL, LLC with mailing address of 200 East Hardin Street, Findlay, Ohio 45840 ("**BNGL**"), which is also the In Care Of Tax Address.

WHEREAS, Grantor owns that certain parcel of land being a 0.45 acre tract, more or less, being a part of the Samuel C. Bundick Survey, Abstract No. 7, Lots 1, 2 and 3 in Block 25 of Causeway Park Subdivision, Galveston County, Texas, being described, in that certain Warranty Deed dated June 6, 2024, filed under Instrument Number 2024026738 of the Official Public Records of Galveston County, Texas. (**Grantor's Property**).

NOW, THEREFORE, for and in consideration of One Thousand Four Hundred Fourteen and 00/100 Dollars (\$1,414.00), the receipt and sufficiency of which are hereby acknowledged, Grantor and BNGL agree as follows:

1. **EASEMENT.** Grantor hereby GRANTS, BARGAINS, SELLS, CONVEYS and WARRANTS to BNGL a temporary easement and right of way as shown in Exhibit A hereto attached together with a limited right of ingress and egress during the Term only, and solely for the purposes expressly stated herein on, over, and across Grantor's Property (the "**Temporary Easement**"), including the right to clear or remove obstructions and fences that may interfere with the rights granted herein. The Temporary Easement shall be used for work necessary to complete the Sweeny to Texas City Pipeline Project ("**Work**") including staging, laydown, equipment maneuvering, and directly related construction activities, but not for storage of hazardous materials, fuel, or waste except as reasonably necessary for construction and in compliance with all laws.
2. **TERM.** The term of this Agreement commences on the Effective Date and continues for twelve (12) months, unless extended by written agreement of the parties (Grantor's agreement not to be unreasonably withheld, conditioned, or delayed). The Temporary Easement automatically terminates upon completion of the Work and full satisfaction of all restoration obligations.
3. **DAMAGES AND RESTORATION.** Except in the case where Grantor has violated the terms of this Agreement, BNGL shall compensate Grantor for all damages to Grantor's Property arising from BNGL's exercise of the rights granted herein. Upon final completion of the Work, BNGL

shall restore all disturbed areas to equal or better pre-existing condition, as near as reasonably practicable, including regrading, soil remediation, vegetation re-establishment, and replacement of any damaged fencing or improvements with materials of equal or better quality. BNGL shall complete all restoration within thirty (30) days of demobilization, weather permitting, unless such period is extended in writing by Grantor.

4. **EFFECT OF AGREEMENT.** This Agreement shall bind and benefit the parties' heirs, legal representatives, successors and assigns. Any easement rights granted hereunder may not be assigned, transferred, or conveyed without the prior written consent of Grantor (Grantor's consent not to be unreasonably withheld, conditioned, or delayed); . Any attempted assignment without consent is void. The terms of this Agreement shall be independent of, and unless otherwise expressly stated, shall survive the execution of any further documents or agreements between the parties. If any provision of this Agreement is deemed void, invalid, or unenforceable by any court or tribunal of competent jurisdiction, such provisions shall be stricken from this Agreement without effect on the remaining provisions of the Agreement as a whole. No failure or delay in exercising any right, power, or privilege hereunder shall operate as a waiver thereof or preclude the exercise of any other right, power, or privilege hereunder. Any individual signing this Agreement in a representative capacity warrants full authority and power from the purported principal to fully bind the principal to all terms and conditions contained herein.
5. **NOTICE BEFORE ENTRY.** Grantee shall provide Grantor with written notice at least seventy-two (72) hours before any entry onto the Temporary Easement, identifying contractors, scope of work, equipment, and expected duration.
6. **COMPLIANCE WITH LAWS.** Grantee shall comply with all applicable federal, state, and local laws, including environmental, safety, stormwater, and pipeline-related regulations.

This includes:

 - TCEQ requirements,
 - Texas Water Code,
 - Texas Health & Safety Code,
 - all applicable pipeline safety standards.
7. **INDEMNITY.** Grantee shall defend, indemnify, and hold harmless Grantor, its officers, employees, and agents from and against all claims, damages, losses, fines, penalties, environmental liabilities, and expenses arising out of or related to Grantee's activities under this Agreement, except to the extent caused by Grantor's sole negligence or willful misconduct. This obligation survives termination of this Agreement.
8. **INSURANCE.** Before entering the Temporary Easement, Grantee shall provide certificates of insurance demonstrating Commercial General Liability, Pollution Liability, Auto Liability, Workers' Compensation, and Excess/Umbrella coverage, naming Grantor as an additional insured. Each policy shall include a waiver of subrogation in favor of Grantor. All policies shall be issued by insurers authorized to do business in the State of Texas and rated not less than A-:VII by A.M. Best. All required insurance shall remain in full force and effect for the duration of Grantee's activities under this Agreement, including restoration obligations. The insurance requirements in this Agreement **do not limit** Grantee's liability or its **indemnity obligations**.

Required Coverages:

- **Commercial General Liability** — minimum limits **\$2,000,000 per occurrence** and **\$4,000,000 aggregate**. Must include bodily injury, property damage, personal injury, products/completed operations, contractual liability, and **XCU hazards**.

- **Automobile Liability** — minimum **\$1,000,000 combined single limit**, covering owned, hired, and non-owned vehicles.
- **Workers' Compensation** — statutory limits; **Employers' Liability** — **\$1,000,000** each accident, each employee, and policy limit.
- **Pollution Liability** — minimum **\$5,000,000 per claim**, covering sudden and gradual pollution, cleanup costs, and third-party damages. Claims-made policies must include a **3-year extended reporting period**.
- **Umbrella / Excess Liability** — minimum **\$5,000,000 per occurrence**, following form over CGL, Auto, and Employers' Liability.

Certificates must:

- Identify the project and easement location
- Include copies of all endorsements
- Provide **30 days' prior written notice** of cancellation, non-renewal, or material change

Notwithstanding anything herein to the contrary herein, Grantee shall have the option to, and may elect to maintain, self-insurance having retentions sufficient to satisfy potential liabilities arising hereunder, in full satisfaction of the insurance requirements set forth in this Section. Grantee shall provide evidence of such self-insurance before entering into the Temporary Easement and as such will be made part of this agreement.

9. **ACCESS ROUTES.** No other County property may be used to access Grantor's Property.
10. **NON-INTERFERENCE.** Grantee shall conduct all activities within the Temporary Easement in a manner that does not interfere with Grantor's operations, facilities, or use of adjacent or nearby property. Grantee shall not obstruct, impair, or disrupt (i) County roadways, rights-of-way, drainage channels, or stormwater infrastructure; (ii) public access or emergency access; (iii) utilities, communication lines, or service corridors; or (iv) any County program, function, or activity conducted on or near Grantor's Property.

If Grantor determines, in its sole discretion, that Grantee's activities are causing or are likely to cause interference, Grantor may issue a written notice directing Grantee to immediately modify, suspend, or relocate its operations. Grantee shall comply with such direction at its sole cost and without delay.

Grantee shall be solely responsible for all costs, damages, delays, or liabilities arising from any interference caused by its activities, including those of its contractors, subcontractors, or agents. This obligation is in addition to, and not in lieu of, Grantee's indemnity obligations and restoration requirements under this Agreement.

11. **EMERGENCY ACCESS PRIORITY.** Grantee shall ensure that all activities within the Temporary Easement maintain **uninterrupted access** for emergency vehicles, first responders, law enforcement, and County personnel at all times. Grantee shall not block, impede, restrict, or delay emergency access to or across the Temporary Easement, adjacent County property, or any public right-of-way.

If Grantor, in its sole discretion, determines that Grantee's activities are obstructing or may obstruct emergency access, Grantor may issue a verbal or written directive requiring Grantee to **immediately suspend, modify, relocate, or remove** equipment, materials, or personnel. Grantee shall comply **without delay and at its sole cost**, regardless of any impact to its schedule or operations.

Grantee shall maintain all equipment and materials in a manner that allows for rapid clearance in the

event of an emergency. Any temporary lane closures, detours, or traffic impacts require **prior written approval** from Grantor and must comply with all applicable laws, standards, and County requirements.

Grantee is responsible for all costs, damages, delays, or liabilities arising from any failure to maintain emergency access, including those caused by its contractors, subcontractors, or agents. This obligation is in addition to, and not in lieu of, Grantee's **indemnity obligations** under this Agreement.

12. **HAZARDOUS MATERIALS.** Grantee shall not store (except as reasonably necessary for construction and in compliance with all laws), release, or dispose of hazardous materials on County property. Any spill or release must be immediately reported and fully remediated at Grantee's sole cost.
13. **DEFAULT AND TERMINATION.** Grantor may terminate this Agreement upon ten (10) days' written notice if Grantee fails to cure a material breach within a reasonable time. Termination does not relieve Grantee of restoration or indemnity obligations.
14. **GOVERNING LAW AND VENUE.** This Agreement is governed by Texas law, and venue lies exclusively in Galveston County, Texas.

[Remainder of page intentionally left blank. Signatures follow.]

IN WITNESS WHEREOF, Grantor and BNGL have duly caused this Temporary Work Space Easement Grant to be executed as of the day and year first above written.

GRANTOR:

COUNTY OF GALVESTON

Mark A. Henry
County Judge

State of Texas §
 §
County of Galveston §

Before Me, the undersigned authority, on this day personally appeared Mark A. Henry, County Judge for the County of Galveston, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of Galveston County.

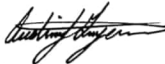
Given Under My Hand and Seal of Office, on this the _____ day of _____, 2026.

Notary Public
In and for the State of Texas
My Commission expires: _____

GRANTEE:

BANGL, LLC

By: MARATHON PIPE LINE LLC, its Operator

Signature: 

Name: Austin Guyer

AMB
AMB

Approved as to Form

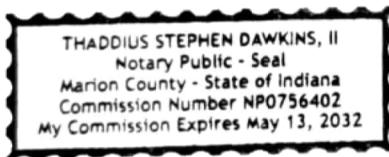
STATE OF Indiana §

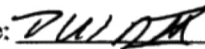
COUNTY OF Hendricks §

The foregoing instrument was acknowledged before me this 6th day of August, 2026 by

Austin Guyer, the Authorized Signatory of Marathon

Pipe Line LLC, on behalf of the company.



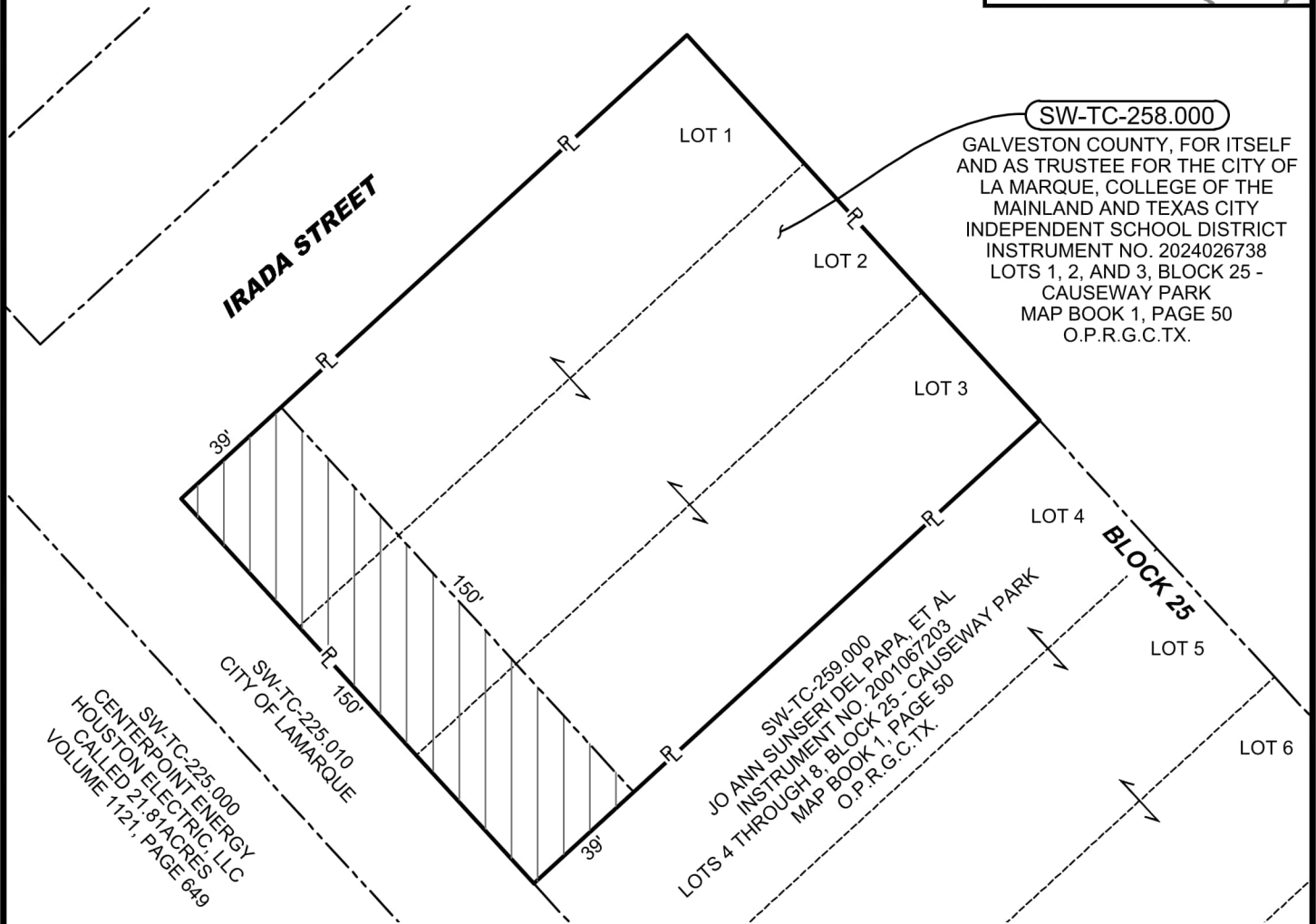
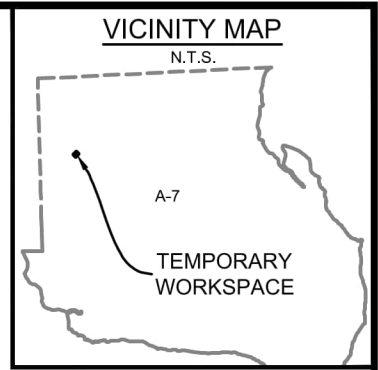
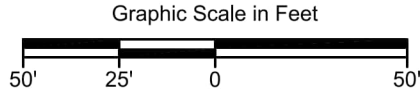
Signature: 

Name: Thaddius S. Dawkins II

My Commission Expires: May 13, 2032

EXHIBIT
GALVESTON COUNTY, TEXAS

SAMUEL C. BUNDICK SURVEY
ABSTRACT NO. 7



LEGEND

O.P.R.G.C.TX.	OFFICIAL PUBLIC RECORDS, GALVESTON COUNTY, TEXAS
N.T.S.	NOT TO SCALE
	PROPERTY LINE
	CENTERLINE OF PERMANENT EASEMENT
	SECTION LINE
	CENTERLINE OF TEMPORARY ACCESS ROAD

TEMPORARY WORKSPACE (TWS): 5,833 SQ. FT. = 0.13 AC.

NOTES:

- OWNERSHIP AND DEED REFERENCES DETERMINED BY MARATHON.
- THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT - LIMITED TITLE PROVIDED BY MARATHON.

					MARATHON SWEENEY TO TEXAS CITY PIPELINE - SWTC GALVESTON COUNTY, FOR ITSELF AND AS TRUSTEE FOR THE CITY OF LA MARQUE, COLLEGE OF THE MAINLAND AND TEXAS CITY INDEPENDENT SCHOOL DISTRICT GALVESTON COUNTY, TEXAS			
A	08/19/25	IED	ISSUED FOR REVIEW	WJC	DRAWN BY: CDV	DATE: 09/26/25	DWG. NO.	REV.
REV	DATE	BY	DESCRIPTION	CHK	CHECKED BY: WJC	DATE: 09/26/25	SW-TC-258.000 REV B	A
encompass ENCOMPASS SERVICES, LLC 14800 ST. MARY'S LANE SUITE 230 HOUSTON, TEXAS 77079 OFFICE NUMBER: 832-781-4800 TBPLS# - 10194561					SCALE: 1" = 50'	PROJ. NO. 66701	SHEET 1 OF 1	



Marathon Petroleum Company LP

539 South Main Street
Findlay, OH 45840
Tel: 419.422.2121

May 6, 2026

To Whom it May Concern:

RE: Evidence of Insurance for Marathon Petroleum Company LP, Marathon Pipe Line LLC, MPLX LP, MPLX Terminals LLC, MarkWest Energy Partners LLC, Ohio Midstream Partners LLC, Tesoro Refining & Marketing Company LLC, and BANGL, LLC and all their wholly-owned subsidiaries.

To Whom it May Concern:

Marathon Petroleum Company LP, Marathon Pipe Line LLC, MPLX LP, MPLX Terminals LLC, MarkWest Energy Partners LLC, Ohio Midstream Partners LLC, Tesoro Refining & Marketing Company LLC, and BANGL, LLC (known collectively as "the Marathon Subsidiaries") are all wholly-owned subsidiaries of Marathon Petroleum Corporation (Marathon). The insurance required by your company will be provided by Marathon under Marathon's corporate insurance programs. Marathon and its wholly owned subsidiaries are covered for property and liability exposures through major worldwide insurance programs with large deductibles or self-insured retentions. Marathon Corporation has a self-insured retention of \$100 million for its casualty programs.

The insurance limits required by your company fall within these corporate self-insured retentions. Marathon and/or its Subsidiaries will respond to bodily injury and/or property damage claims made against them arising out of and/or relating to the agreement with your company as would a commercial insurer.

This confirmation of self-insurance will remain in effect until the expiration or termination of the agreement or earlier if rescinded in writing by the Marathon and or its Subsidiaries.

Sincerely,

Kevin Kachur
Director of Insurance Operations