

Tracts #'s **TCNC to LaMarque-001.010**

County: **Galveston**

State: **Texas**

**Pipeline Easement Agreement
Marathon Pipeline**

**The State of Texas §
 §
County of Galveston §**

Know All Men By These Presents:

Whereas, the undersigned, the **County of Galveston**, a political subdivision of the State of Texas, acting by and through its County Commissioners' Court, (hereinafter referred to as "**Grantor**"), and **MarkWest Energy West Texas Gas Company, L.L.C. ("Grantee")**; and

Whereas, Grantor is the owner of certain real property located in Galveston County, Texas and more particularly described in Exhibit "A" H.B. Littlefield Survey TCNC-LaMarque-001.010; and

Whereas, Grantee has requested a right of way and a pipeline easement across portions of Grantor's property for the installation, operation, maintenance, repair, replacement, and removal of an underground pipeline to be run underwater; and

Whereas, Grantee has provided surveyed metes-and-bounds descriptions and plats for the proposed easement route, identified as **TCNC-LaMarque-001.010**, which together define the easement, temporary workspace, and additional temporary workspace; and

Whereas, Grantor is willing to grant such easement subject to the terms, conditions, covenants, and restrictions set forth herein.

Now, Therefore, Know All Men By These Presents:

That Grantor, for and in consideration of the sum of **Forty-One Thousand, One Hundred Thirty and 00/100 (\$41,130.00) Dollars** paid to the **County of Galveston**, cash in hand paid, the receipt and sufficiency of which is hereby acknowledged and confessed, and subject to the terms, conditions, covenants and restrictions hereinafter set forth does hereby **Grant, Bargain, Sell and Convey** unto **Grantee**, unto Grantee a pipeline easement and right-of-way as follows:

1. to survey, clear, excavate for, lay, install, construct, use, operate, idle, inspect, maintain, protect, repair, upgrade, replace, alter, test, patrol, change the size of, relocate, and remove, but for no other purpose in each case, pipelines and related facilities (the "**Facilities**") for the transportation of petroleum, petroleum products, crude oil, liquids, gases, and water (and similar products) over, across, in, on, under, and through an area of

the Property being more particularly described on Exhibit A, and as shown and depicted on Exhibit B (such area, the "**Easement Area**"), both exhibits being attached hereto and incorporated herein. The Easement Area, with an additional workspace as depicted on Exhibit A, will be used as needed during periods of construction, maintenance, alteration, repair, removal, or replacement ("**Temporary Work Space**"); Grantee may, from time to time, place pipeline appurtenances and related facilities within the Easement Area, including valves, signage, markers, corrosion control equipment, and communications equipment.

2. together with the right of ingress and egress in, on, over, across, and through the lands described in Exhibit "A" attached hereto for any and all purposes convenient to exercise the rights and privileges herein granted during the period of initial installation; and
3. together with, after the period of initial installation, the subsequent right of ingress and egress in, on, over, across, and through the lands described in Exhibit "B" attached hereto for any and all purposes convenient to exercise the rights and privileges herein granted at all other times.
4. The easement consists of:
TCNC-LaMarque-001.010 – 41.13 Rods
5. **Temporary workspace (tws) and additional temporary workspace (atws):** N/A
6. **Restoration Obligations**
Promptly following construction, Grantee shall restore all disturbed areas to pre-existing grade and condition, as near as reasonably practical, and re-establish vegetation, remove debris, and correct any subsidence or erosion.

Special terms, conditions, covenants, restrictions, and reservations:

- (1) Grantee shall comply with the most stringent requirements concerning the rights and privileges herein granted, imposed by:
 - all state, federal, and local regulations, including but not limited to those imposed now or in the future by the **United States Department of Transportation (DOT)** (49CFR Part 191 and others), the **Texas Railroad Commission (RRC)** (TAC Title 16 Part 1 Chapter 8 and others), or **TxDot**; and
- (2) That in the event any of the following requirements are more stringent than those imposed in (1) above that Grantee will:
 - bury the pipeline at least forty-eight inches (48") below the lowest surface of the ground, including any existing flow lines of drainage ditches or drainage structures;
 - provide at least twenty-four inches ("24") clearance between the outer casing of the pipeline and any existing buried utility (pipeline or other utilities) or **City of La Marque, WCID #19, TxDot, or Galveston County-owned** storm or other drainage lines, sewers, and appurtenances;

- pay for damages caused to above or below ground existing utility lines and appurtenances, drainage ditches, or storm or other drainage lines, sewers and appurtenances on or adjacent to the land caused by its construction, operation, maintenance, and removal operations;
 - upon discontinuance, remove all pipeline and other improvements installed by **Grantee** in accordance with regulations prescribed by the **DOT**, the **RRC**, **TxDOT**, **WCID #19**, and the **City of La Marque**, and restore the land to the condition it was in prior to installation of the pipeline.
- (3) **Grantee** shall indemnify, defend, and hold harmless **Grantor** against all claims, suits, liabilities, and expenses caused on account of injury or death of persons or damage to property resulting from **Grantee's** exercise of the rights and privileges herein granted, except to the extent caused by or resulting from **Grantor's** gross negligence or willful misconduct.
- (4) This conveyance is also made and accepted subject to the following matters, to the extent same are in effect at this time:
- any and all other easements, rights-of-way, and prescriptive rights, whether of record or not found on, in and under the ground, all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, all previously recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances and other instruments, including tax liens and conveyances that affect the property; rights of adjoining owners in any wall or fences or other improvements on a common boundary line, any discrepancies, conflicts or shortages in area or boundary lines, and any encroachments or overlapping of improvements.
- (5) **Grantor** conveys the property "as is" "with all faults" and without warranty as to condition or environmental hazard.
- (6) **Grantor** disclaims any warranty, guaranty, or representation, oral or written, on:
- the nature and condition of the property or other items conveyed hereunder, including, without limitation, the water, soil, and geology;
 - the suitability of the property conveyed hereunder for any and all activities and uses which **Grantee** may elect to conduct thereon;
 - the existence of any environmental hazards or conditions thereon, including but not limited to the presence of asbestos or other hazardous materials; and
 - compliance with applicable environmental laws, rules, or regulations.
- (7) **Grantor** reserves the right to grant subsequent easements or rights of way or to otherwise use and enjoy the land as long as such subsequent easements or rights of way or other use of the land does not unreasonably interfere with **Grantee's** enjoyment of the rights and privileges herein granted.

Grantor believes but does not warrant that it is the owner of the land and has the right, title, and capacity to grant the rights and easements herein granted, and that the address of **Grantor** (**County of Galveston** only) is as set out below. This instrument may be granted in several counterparts, and any such counterpart shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The covenants and obligations of this **Pipeline Easement Agreement** shall run with the land and shall be binding upon the successors and assigns of the parties hereto; and the rights and

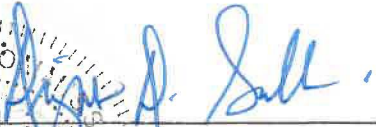
easements herein granted may, upon notice to **Grantor**, be leased or assigned, together and separately, and in whole or in part.

Executed this 20th day of July, 2026.

County of Galveston
722 Moody, Suite 200
Galveston, Texas 77550


Mark A. Henry
County Judge

Attest:


Dwight D. Sullivan
County Clerk

Acknowledgment

The State of Texas

§

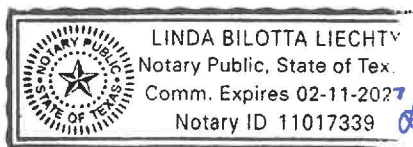
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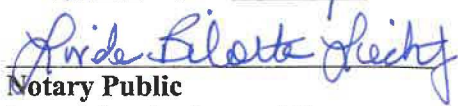
County of Galveston

§

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 20th day of JULY, 2026.



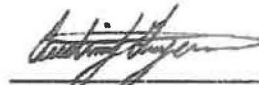

Notary Public

In and for the State of Texas

My Commission expires: 02-11-2027

Executed this 10th day of June, 2026.

MARKWEST ENERGY WEST TEXAS GAS COMPANY, L.L.C.
1515 Arapahoe Street, Tower 1, Suite 1600
Denver, Colorado 80202



Name: Austin Guyer

Title: Authorized Signatory

Attest:

AMB
AMB

Approved as to Form

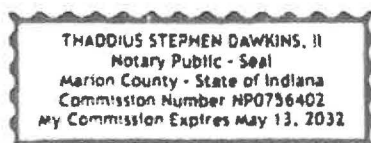
Secretary

Acknowledgement

The State of Indiana §
County of Hendricks §

Before Me, the undersigned authority, on this day personally appeared Austin Guyer for, **MARKWEST ENERGY WEST TEXAS GAS COMPANY, L.L.C.**, 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 said **MARKWEST ENERGY WEST TEXAS GAS COMPANY, L.L.C.**

Given Under My Hand and Seal of Office, on this the 10 day of June, 2026.



TS/Dawkins II
Notary Public
In and for the State of ~~Texas~~ Indiana
My Commission expires: 5/13/2032

EXHIBIT "A"
GALVESTON COUNTY, TEXAS
H.B. LITTLEFIELD, A-143

**CENTERLINE DESCRIPTION OF A
PROPOSED 50-FOOT PIPELINE EASEMENT
SITUATED IN THE H.B. LITTLEFIELD
SURVEY, A-143, GALVESTON COUNTY, TEXAS**

Being a centerline description of a proposed 50-foot pipeline easement situated in the H.B. Littlefield Survey, A-143, Galveston County, Texas. Said pipeline easement being out of a called 11.839-acre tract of land conveyed to County of Galveston, by deed in Volume 1673, Page 430 of the Deed Records of Galveston County, Texas (hereinafter G.C.D.R.) and being further described by a centerline description as follows with the basis of bearings being the Texas Coordinate System, South Central Zone No. 4204, NAD 83 (2011) epoch 2010.00, all coordinates shown hereon are grid coordinates. All distances are grid:

COMMENCING (N=13,698,371.04, E=3,263,495.79) at a 5/8-inch iron rod with illegible cap found for the southeast corner of a called 25.61-acre tract of land conveyed to Texas City Terminal Railway Company, by deed recorded in Volume 1673, Page 231 of the G.C.D.R., for the southwest corner of a called 23.128-acre tract of land conveyed to Texas City Terminal Railway Company, by deed recorded in Volume 1821, Page 158 of the G.C.D.R., for the northwest corner of a called 344.902-acre tract of land conveyed to Blanchard Refining Company LLC, by deed recorded under Galveston County Clerk's File Number 2013006787 (hereinafter G.C.C.F. No.) of the Official Public Records of Galveston County (hereinafter O.P.R.G.C.) and for the northeast corner of said called 11.839-acre tract;

THENCE South 01 deg. 55 min. 22 sec. East, with the west line of said called 344.902-acre tract and with the east line of said called 11.839-acre tract, a distance of 763.81 feet to a point for an interior corner of said called 344.902-acre tract and for a southeast corner of said called 11.839-acre tract;

THENCE South 49 deg. 50 min. 51 sec. West, with a northwest line said called 344.902-acre tract and with a southeast line of said called 11.839-acre tract, a distance of 172.36 feet to the **POINT OF BEGINNING** (N=13,697,496.51, E=3,263,389.68) of said tract herein described;

THENCE North 41 deg. 12 min. 25 sec. West, over and across said called 11.839-acre tract, a distance of 333.67 feet to an angle point;

THENCE North 79 deg. 36 min. 54 sec. West, over and across said called 11.839-acre tract, a distance of 345.04 feet to **POINT OF TERMINATION** (N= 13,697,809.74, E= 3,262,830.47) of the herein described centerline. Said centerline having a total length of 678.71 feet, or 41.13 rods.

NOTES:

1. TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE No. 4204 NAD 83 (2011) EPOCH 2010.00. THE COORDINATES SHOWN HEREON ARE GRID COORDINATES. ALL DISTANCES ARE GRID DISTANCES IN U.S. SURVEY FEET.

2. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS, ENCUMBRANCES, OR ANY OTHER FACTS THAN AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

3. SURVEYOR DID NOT ABSTRACT THIS PROPERTY. ALL ABSTRACTING PROVIDED BY SUN COAST LAND SERVICES, INC.

4. SEE EXHIBIT "A" FOR WRITTEN DESCRIPTION OF CENTERLINE.



WALTER P. SASS
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION No. 4410

MARATHON
TCNC - LAMARQUE - 001.010
COUNTY OF GALVESTON
GALVESTON COUNTY, TEXAS

REV	DATE	BY	DESCRIPTION	CHK



WEISSER
Engineering &
Surveying

19500 Park Row | Houston, Texas 77084
T.B.P.E.L.S. Reg. No. F 68 | 10194324
www.weissereng.com | 281.579.7300

DRAWN: W.E.S.

DATE: 01/05/26

DWG. NO:

REV.

CHECKED BY: RS

DATE: 01/05/26

TCNC-LAMARQUE-001.010

SCALE: 1"=100'

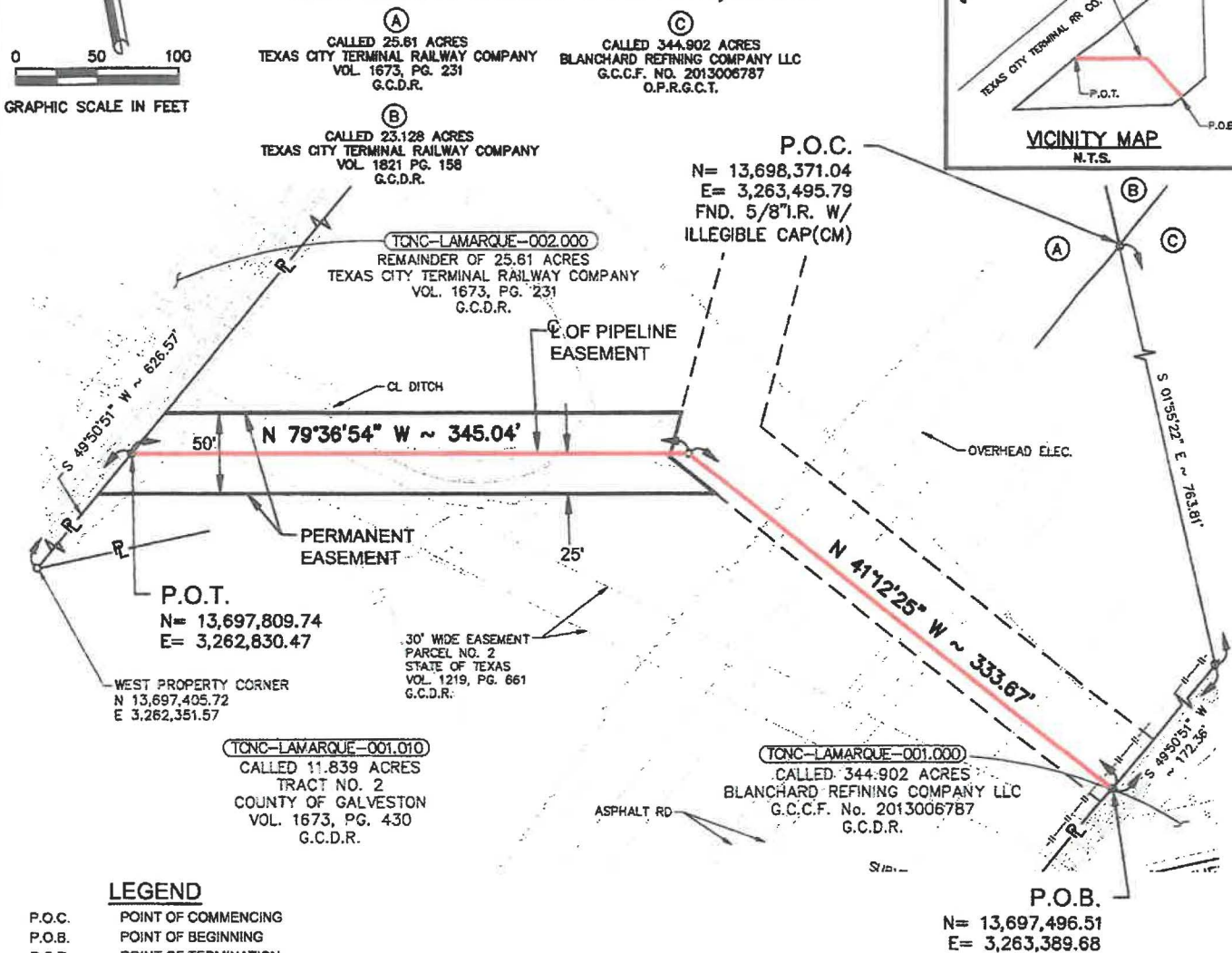
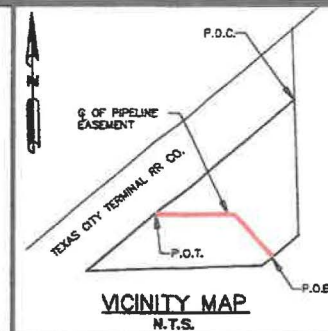
PROJ. NO.: CW565
CW571

SHEET 1 OF 1

EXHIBIT "B"

GALVESTON COUNTY, TEXAS

H.B. LITTLEFIELD SURVEY, A-143



LEGEND

P.O.C.	POINT OF COMMENCING
P.O.B.	POINT OF BEGINNING
P.O.T.	POINT OF TERMINATION
G.C.C.F.	GALVESTON COUNTY CLERKS FILE
G.C.D.R.	GALVESTON COUNTY DEED RECORDS
O.P.R.G.C.	OFFICIAL PUBLIC RECORDS GALVESTON COUNTY
I.R.	IRON ROD
I.P.	IRON PIPE
N.T.S.	NOT TO SCALE
•	FOUND MONUMENT - AS DESCRIBED
o	POINT OF INTERSECTION
—	PROPERTY LINE
—	CENTERLINE OF PERMANENT EASEMENT
CM	CONTROL MONUMENT

NOTES:

1. TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE No. 4204 NAD 83 (2011) EPOCH 2010.00. THE COORDINATES SHOWN HEREON ARE GRID COORDINATES. ALL DISTANCES ARE GRID DISTANCES IN U.S. SURVEY FEET.
2. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS, ENCUMBRANCES, OR ANY OTHER FACTS THAN AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
3. SURVEYOR DID NOT ABSTRACT THIS PROPERTY, ALL ABSTRACTING PROVIDED BY SUN COAST LAND SERVICES, INC.
4. SEE EXHIBIT "A" FOR WRITTEN DESCRIPTION OF CENTERLINE.



TOTAL LENGTH OF CENTERLINE: 678.71 FEET = 41.13 RODS	
	PIPELINE EASEMENT: 17,082 SQ. FT. = 0.392 AC.
	TEMPORARY WORKSPACE (TWS): 0 SQ. FT. = 0 AC.
	ADDITIONAL TEMP. WORKSPACE (ATWS): 0 SQ. FT. = 0 AC.

WALTER P. SASS
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION No. 4410

MARATHON
TCNC - LAMARQUE - 001.010
COUNTY OF GALVESTON
GALVESTON COUNTY, TEXAS

REV	DATE	BY	DESCRIPTION	CHK



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www.weissereng.com | 281.579.7300

DRAWN: W.E.S.

DATE: 01/05/26

DWG. NO:

REV.

CHECKED BY: RS

DATE: 01/05/26

TCNC-LAMARQUE-001.010

SCALE: 1"=100'

PROJ. NO.: CW565
CW571

SHEET 1 OF 1