

Tracts # SW-TC-188.030

County: Galveston

State: Texas

**Pipeline Easement Agreement
Marathon Pipeline**

The State of Texas

§

Know All Men By These Presents:

§

County of Galveston

§

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 **BANGL, LLC** ("**Grantee**"); and

Whereas, Grantor is the owner of certain real property located in Galveston County, Texas and more particularly described in Exhibit "A" Thomas Toby Survey SW-TC-188.030 REV 1; 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 **SW-TC-188.030**, which together define the easement; 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 **Twenty-Nine Thousand, One Hundred Forty and 00/100 (\$29,140.00) 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*"), exhibit being attached hereto and incorporated herein. 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.

See Exhibit "A" Thomas Toby Survey SW-TC-188.030 REV 1
See Drawings labeled "Sheets 1-2" Exhibit "B" Thomas Toby Survey SW-TC-188.030 REV 1

4. The easement consists of:
SW TC 188.030 – 29.14 rods
5. Intentionally Deleted
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:

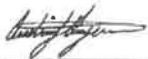
- the nature and condition of the property or other items conveyed hereunder, including, without limitation, the water, soil, and geology;
- the suitability of the property conveyed hereunder for any and all activities and uses which **Grantee** may elect to conduct thereon;
- the existence of any environmental 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

Executed this 21st day of May, 2026.

BANGL, LLC
200 East Hardin Street
Findlay, Ohio 45840


Name: Austin Guyer
Title: Authorized Signatory

Attest:

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, Authorized Signatory for, **BANGL, LLC**, 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 **BANGL, LLC**.

Given Under My Hand and Seal of Office, on this the 21 day of May, 2026.



Notary Public
In and for the State of Indiana
My Commission expires: 5/13/2032

EXHIBIT "A"
GALVESTON COUNTY, TEXAS
THOMAS TOBY SURVEY
ABSTRACT NO. 196

BEING A CENTERLINE DESCRIPTION OF A FIFTY (50) FOOT WIDE PIPELINE EASEMENT AND RIGHT-OF-WAY, BEING TWENTY-FIVE (25) FEET ON EACH SIDE, LOCATED IN THOMAS TOBY SURVEY, ABSTRACT NO. 196, GALVESTON COUNTY, TEXAS, BEING OUT OF AND A PART OF A TRACT OF LAND, RECOGNIZED AS THE HIGHLAND BAYOU DIVERSION CHANNEL, OF GALVESTON COUNTY, TEXAS; SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS (BEARINGS AND DISTANCES CITED HEREIN ARE GRID BASED ON THE NAD 83, TEXAS STATE PLANES COORDINATE SYSTEM, SOUTH CENTRAL ZONE, US SURVEY FEET):

COMMENCING AT A 1 INCH PLASTIC CAP MARKED "RPLS 4728" (X: 3,239,374.20, Y: 13,679,579.41) FOUND FOR THE SOUTHWEST CORNER OF A TRACT OF LAND AS DESCRIBED BY DEED TO ESTEBAN GONZALEZ & CAROLINE SANTOS, CALLED 6.808 ACRES, AS RECORDED UNDER INSTRUMENT NUMBER 2013039038 OF THE OFFICIAL PUBLIC RECORDS OF GALVESTON COUNTY, TEXAS;

THENCE, NORTH 53°51'14" EAST, A DISTANCE OF 2,377.96 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID DIVERSION CHANNEL FOR THE **POINT OF BEGINNING** (X: 3,241,294.44, Y: 13,680,982.04) OF THE HEREIN DESCRIBED EASEMENT;

THENCE, THROUGH SAID DIVERSION CHANNEL, NORTH 64°58'39" EAST, A DISTANCE OF 480.79 FEET TO A POINT ON THE NORTHERLY LINE OF SAID DIVERSION CHANNEL FOR THE **POINT OF TERMINATION** (X: 3,241,730.11, Y: 13,681,185.40) OF THE HEREIN DESCRIBED EASEMENT WHICH BEARS NORTH 66°18'03" WEST, A DISTANCE OF 1,695.38 FEET FROM A 1 INCH T-POST (X: 3,243,282.51, Y: 13,680,503.97) FOUND FOR THE NORTHEAST CORNER OF THAT CERTAIN 136.508 ACRE TRACT OF LAND DESCRIBED BY DEED TO RAMSHUR INVESTMENTS III, RECORDED IN INSTRUMENT NO. 2002064664 OF THE OFFICIAL PUBLIC RECORDS OF GALVESTON COUNTY, TEXAS.

THE SIDE LINES OF SAID PIPELINE EASEMENT ARE LENGTHENED OR SHORTENED TO MEET AT ANGLE POINTS AND TO TERMINATE ON SAID PARCEL BOUNDARY LINES.

THE TOTAL LENGTH OF THE ABOVE DESCRIBED SURVEY LINE IS 480.79 FEET (29.14 RODS), WITH THE PIPELINE EASEMENT CONTAINING AN AREA OF 24,040 SQUARE FEET OR 0.55 ACRES OF LAND, MORE OR LESS.



William Cash 5/07/2026

WILLIAM J. CASH
 REGISTERED PROFESSIONAL LAND
 SURVEYOR TEXAS REGISTRATION NO. 3808

| REV | DATE | BY | DESCRIPTION | CHK | MARATHON SWEENEY TO TEXAS CITY PIPELINE - SWTC HIGHLAND BAYOU DIVERSION CHANNEL GALVESTON COUNTY, TEXAS | | | |
|--|----------|-----|------------------------|-----|--|---|---|-----------|
| 1 | 05/07/26 | IED | ADDED PIPE | WJC | | | | |
| 0 | 05/07/26 | IED | ISSUED FOR ACQUISITION | WJC | | | | |
| ENCOMPASS SERVICES, LLC 14800 ST. MARY'S LANE SUITE 230 HOUSTON, TEXAS 77079 OFFICE NUMBER: 832-781-4800 TBPLS# - 10194561 | | | | | DRAWN BY: IED CHECKED BY: WJC SCALE: N.T.S. | DATE: 05/07/26 DATE: 05/07/26 PROJ. NO. 66701 | DWG. NO. SW-TC-188.030 REV 1 SHEET 1 OF 1 | REV. 1 |

EXHIBIT "B" GALVESTON COUNTY, TEXAS

THOMAS TOBY SURVEY
ABSTRACT NO. 196

Graphic Scale in Feet



VICINITY MAP

N.T.S.

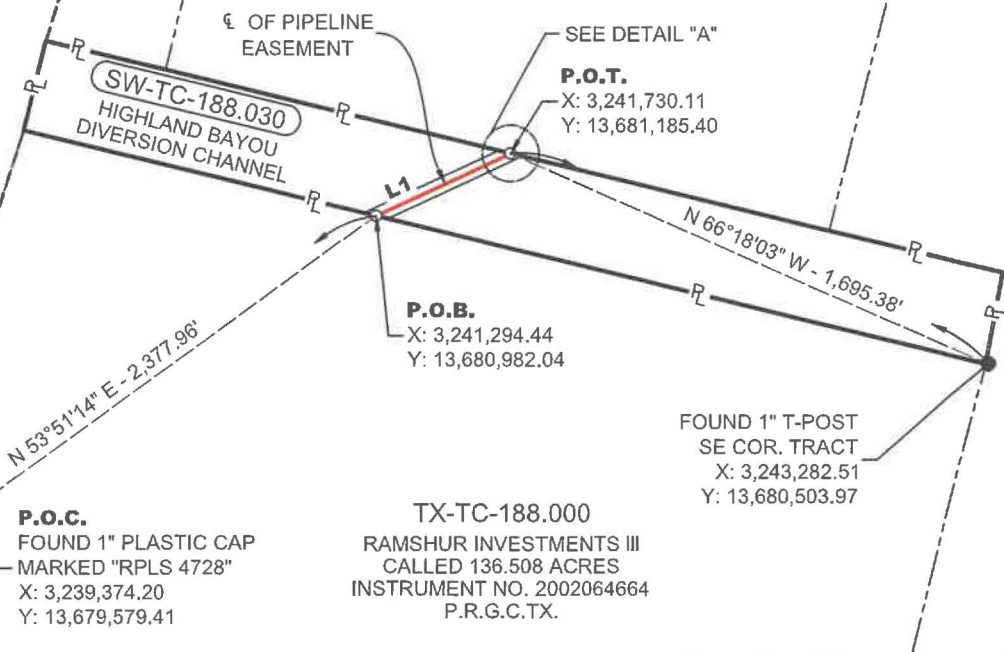
A-196

€ OF PIPELINE
EASEMENT

SW-TC-187.000
ESTEBAN GONZALEZ &
CAROLINE SANTOS
CALLED 6.808 ACRES
INSTRUMENT NO. 2013039038
P.R.G.C.TX.

SW-TC-189.000
7600 PROPERTIES LLC.
CALLED 95.100 ACRES
INSTRUMENT NO. 2011019052
P.R.G.C.TX.

| LINE TABLE | | |
|------------|---------------|---------|
| NUMBER | BEARING | LENGTH |
| L1 | N 64°58'39" E | 480.79' |



**SEE SHEET 2
FOR DETAIL**

LEGEND

- P.O.C.** POINT OF COMMENCEMENT
- P.O.B.** POINT OF BEGINNING
- P.O.T.** POINT OF TERMINATION
- OPR OFFICIAL PUBLIC RECORDS, GALVESTON COUNTY, TEXAS
- I.R. IRON ROD
- I.P. IRON PIPE
- CONC. MON. CONCRETE MONUMENT
- FNC. CNR. FENCE CORNER
- N.T.S. NOT TO SCALE
- FOUND MONUMENT - AS DESCRIBED
- POINT OF INTERSECTION
- PROPERTY LINE
- CENTERLINE OF PERMANENT EASEMENT
- - - SECTION LINE
- · - · - CENTERLINE OF TEMPORARY ACCESS ROAD



NOTES:

- THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS MANUAL OF PRACTICE REQUIREMENTS FOR A CATEGORY 2, ROUTE SURVEY.
- BASIS OF BEARING: NAD83, TEXAS STATE PLANE SOUTH CENTRAL, US SURVEY FOOT
- OWNERSHIP AND DEED REFERENCES DETERMINED BY MARATHON.
- THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT - LIMITED TITLE PROVIDED BY MARATHON.

William Cash 5/07/2026

WILLIAM J. CASH
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 3808

MARATHON
SWEENEY TO TEXAS CITY PIPELINE - SWTC
HIGHLAND BAYOU DIVERSION CHANNEL
GALVESTON COUNTY, TEXAS

TOTAL LENGTH OF CENTERLINE: 480.79 FEET = 29.14 RODS

PIPELINE EASEMENT: 24,040 SQ. FT. = 0.55 AC.

| REV | DATE | BY | DESCRIPTION | CHK |
|-----|----------|-----|------------------------|-----|
| 1 | 05/07/26 | IED | ADDED PIPE | WJC |
| 0 | 05/07/26 | IED | ISSUED FOR ACQUISITION | WJC |

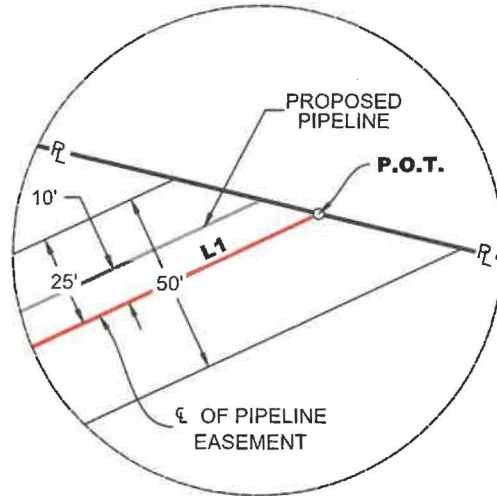
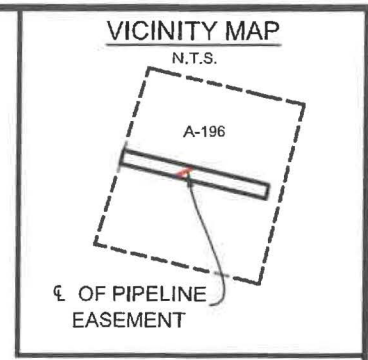
encompass
ENCOMPASS SERVICES, LLC
14800 ST. MARY'S LANE SUITE 230
HOUSTON, TEXAS 77079
OFFICE NUMBER: 832-781-4800
TBPLS# - 10194561

| | |
|------------------|-----------------|
| DRAWN BY: IED | DATE: 05/07/26 |
| CHECKED BY: WJC | DATE: 05/07/26 |
| SCALE: 1" = 600' | PROJ. NO. 66701 |

| | |
|----------|---------------------|
| DWG. NO. | SW-TC-188.030 REV 1 |
| | SHEET 1 OF 1 |

REV.
1

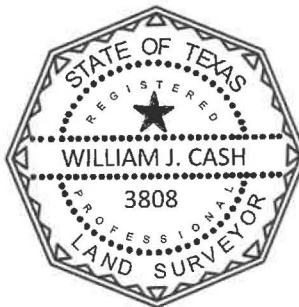
EXHIBIT "B"
GALVESTON COUNTY, TEXAS
 THOMAS TOBY SURVEY
 ABSTRACT NO. 196



DETAIL "A"
NOT TO SCALE

LEGEND

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WILLIAM J. CASH
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS REGISTRATION NO. 3808

MARATHON
 SWEENEY TO TEXAS CITY PIPELINE - SWTC
 HIGHLAND BAYOU DIVERSION CHANNEL
 GALVESTON COUNTY, TEXAS

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DWG. NO.
SW-TC-188.030 REV 1
 SHEET 2 OF 2

REV.
1



ENCOMPASS SERVICES, LLC
 14800 ST. MARY'S LANE SUITE 230
 HOUSTON, TEXAS 77079
 OFFICE NUMBER: 832-761-4800
 TBPLS# - 10194561