

**CONSENT TO USE THE EASEMENT AREA**  
(Encroachment Agreement)

STATE OF TEXAS §

COUNTY OF BRAZORIA §

THIS CONSENT TO USE THE EASEMENT AREA (hereinafter the “**Agreement**”), made this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between County of Brazoria, having an address at 237 E Locust St # 401, Angleton, TX 77515 (“**OWNER**”) and \_\_\_\_\_, having an address at \_\_\_\_\_ (“**OWNER’S CONTRACTOR**”) (hereinafter referred to as “**REQUESTING PARTY**”), and Genesis Pipeline Texas, L.P., a Delaware limited partnership, having offices at 811 Louisiana Street, Suite 1200, Houston, Texas 77002, (hereinafter sometimes referred to as “**GENESIS**”).

**WHEREAS**, GENESIS is the holder of that certain Grant of Pipeline Right-of-Way Easement that crosses property located at Hastings Circle Road North and Hastings Circle Road South in Brazoria County, Texas (the “**Easement**”) upon which it now maintains and operates a crude oil pipeline within said Easement area and commonly refers to said pipeline(s) as its Hastings to Lundy Pipeline System (“**Genesis Pipeline**”); and,

**WHEREAS**, REQUESTING PARTY proposes to construct, install, and maintain certain improvements consisting of road grading, ditch and hard top improvements to existing gravel roads (hereinafter referred to as “**FACILITY**”), within, across, upon or over GENESIS’ Easement (the “**Encroachment**”) and has requested GENESIS to provide consent for such Encroachment over, under, through or imposing upon Easement and/or GENESIS’ pre-existing rights; and,

**WHEREAS**, GENESIS is willing to grant consent to REQUESTING PARTY for the construction, installation, and maintenance of the FACILITY within, across, upon or over GENESIS’ Easement, subject to the following terms and conditions:

**WITNESSETH**

- (1) Subject to the terms and conditions stated herein, consent is hereby given by GENESIS to REQUESTING PARTY, insofar as it has the right to do so, to construct, install, and maintain the FACILITY within GENESIS’ Easement. **ANY AND ALL IMPROVEMENTS DESCRIBED HEREIN AS “FACILITY” MUST BE COMPLETED WITHIN SIX (6) MONTHS OF THE DATE OF EXECUTION OF THIS AGREEMENT.**
- (2) REQUESTING PARTY accepts this consent with full knowledge of GENESIS’ prior rights and existing facilities. Notwithstanding the foregoing, any improvements made over, under, in, along, across, and upon the Easement, shall not interfere with GENESIS’ use and enjoyment of the Easement, GENESIS’ pre-existing rights or the Genesis Pipeline.
- (3) REQUIREMENTS FOR REQUESTING PARTY.
  - A. REQUESTING PARTY acknowledges receipt of GENESIS’ “RIGHT-OF-WAY RESTRICTIONS & REQUIREMENTS” attached as EXHIBIT A hereto and incorporated by reference herein describing and setting forth the minimum requirements (the “**CROSSING AND ENCROACHING REQUIREMENTS**”) and warrants that any construction, installation and/or maintenance of the FACILITY performed or which may be performed in

- the future in the area of GENESIS' Easement, will conform to the conditions and requirements listed in the CROSSING REQUIREMENTS.
- B. REQUESTING PARTY shall only cross Easement, and specifically the Genesis Pipeline, such that the total cover from the top of the Genesis Pipeline(s) to the bottom of the FACILITY is at least four feet (4').
  - C. REQUESTING PARTY has provided Subsurface Utility Engineering (S.U.E.) hole data for GENESIS to confirm separation prior to crossing and will have a Genesis representative on-site for additional confirmation prior to and during road construction.
  - D. REQUESTING PARTY shall notify GENESIS at least seventy-two (72) hours prior to any work in the vicinity of the Easement. At GENESIS' sole option, a representative of GENESIS may be on site during any work by REQUESTING PARTY in the vicinity of the Easement. The presence of such representative shall in no manner relieve REQUESTING PARTY of any responsibilities it may have hereunder or at law. Any notices or contact with GENESIS pursuant to this section shall be as follows:  
Name: Robert Findley, land management 281-793-6656)  
Name: Steve Addkison, operations (832-603-9937  
Name: Nathan VanPutten, operations, (281-573-5433).).
  - E. REQUESTING PARTY provided GENESIS project plans with the Encroachment Application submitted to GENESIS. Prior to construction, REQUESTING PARTY shall provide GENESIS revised written project plans and drawing to indicate compliance with the above requirements. REQUESTING PARTY shall perform all work on the project in accordance with the revised project plans as approved by GENESIS.
  - F. Within 60 days of completing the FACILITIES, REQUESTING PARTY shall provide GENESIS with as-built drawings and a survey showing the data, location and depth of any improvements or FACILITIES installed over or in the vicinity of the Easement.
- (4) LIMITED LIABILITY. GENESIS shall not be liable for any destruction of or damages to the FACILITY arising out of or in connection with the construction, installation, replacement, changing the size of, repair, maintenance, operation or removal of any facilities, pipeline or pipelines presently or hereafter located within the Easement. REQUESTING PARTY covenants and agrees to protect, indemnify to the extent allowed by law and save GENESIS, its contractors and subcontractors, and its and their respective owners, partners, shareholders, officers, directors, employees, agents, representatives and servants (collectively, the "PARTIES") harmless from and against any and all claims, demands, lawsuits, arbitrations, proceedings, judgments, awards, damages, losses, costs and expenses (including attorneys' fees and disbursements) for destruction of or damages to the FACILITY howsoever caused, INCLUDING, WITHOUT LIMITATION, THAT CAUSED BY THE SOLE, CONCURRENT OR COMPARATIVE NEGLIGENCE OF ANY ONE OR MORE OF THE PARTIES, but not their gross negligence.
- (5) In GENESIS' sole opinion, should the FACILITY allowed herein interfere with the construction, installation, replacement, maintenance or operation of any existing or future facilities or pipeline(s) located on the Easement, REQUESTING PARTY shall cause the FACILITY to be relocated or removed, at REQUESTING PARTY's expense, so as to eliminate any such interference.
- (6) INSURANCE. REQUESTING PARTY warrants that prior to it or any contractor or subcontractor(s) performing any construction over or in the vicinity of GENESIS' Easement, said contractor and/or subcontractor(s) shall furnish to GENESIS verification of the below insurance coverages. Said verification of insurance coverage is to be submitted on a GENESIS approved form(s). All insurance shall be primary, without right of contribution by any insurance carried by GENESIS. Genesis will require contractor and/or owner to carry for the benefit of Genesis insurance to cover encroachment activities on the easement as follows:

- (i) Comprehensive General Liability in an amount not less than \$1,000,000.00 combined single limit for bodily injury and Property Damage for occurrence/aggregates, and with excess liability in an amount not less than \$4,000,000.00: (1) Manufacturer's and Contractor's Liability; (2) Contractual Liability; (3) Products Liability/Completed Operations; (4) Owners and Contractors' Protective Liability—Independent Contractors; (4) Personal Injury Liability.
- (ii) Automobile Public Liability and Property Damage with limits of liability in an amount not less than \$1,000,000.00 for each accident and bodily injury sustained by any person or persons and property damage.
- (iii) Workman's Compensation Insurance in compliance with statutory liability under the Workman's Compensation laws in those states wherein operations are conducted, including common law liability as a result of injuries to employees who are not embraced within the scope of the Workmen's compensation Act.

NOTE: Genesis, at Genesis' sole discretion, reserves the right to require higher rates of coverage depending on the location of the encroachment, such as, but not limited to, highly populated areas, environmentally sensitive areas.

- (7) **INDEMNIFICATION. IN CONSIDERATION OF THE CONSENT AND RIGHTS GRANTED HEREIN, REQUESTING PARTY HEREBY AGREES TO INDEMNIFY TO THE EXTENT ALLOWED BY LAW, DEFEND AND HOLD GENESIS AND EACH OF THE I PARTIES HARMLESS OF AND FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES, DEMANDS, SUITS, JUDGMENTS AND DEFENSE COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES (COLLECTIVELY, "DAMAGES"), ATTRIBUTABLE TO DAMAGE OR INJURY TO PROPERTY (INCLUDING LOSS OF USE THEREOF), OR BODILY INJURY, SICKNESS, DISEASE OR DEATH TO PERSONS, IN ANY WAY ARISING OUT OF OR RELATED TO: (I) THE CONSTRUCTION OR INSTALLATION OF THE PROPOSED IMPROVEMENTS OR FACILITY BY REQUESTING PARTY, ITS EMPLOYEES, SUBCONTRACTORS, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE (THE "REQUESTOR PARTIES"); OR (II) THE PRESENCE OF REQUESTOR PARTIES ON THE EASEMENT OR ANY PREMISES ON OR IN WHICH THE GENESIS PIPELINES ARE LOCATED OR ANY PREMISES OTHERWISE OWNED, OPERATED OR CONTROLLED BY GENESIS OR THE PARTIES; PROVIDED, HOWEVER, OTHER THAN AS PROVIDED IN SECTION 4, REQUESTOR SHALL NOT BE REQUIRED TO INDEMNIFY PARTIES FOR DAMAGES TO THE EXTENT SUCH DAMAGES RESULT FROM THE SOLE NEGLIGENCE OR WILFUL MISCONDUCT OF ANY PARTY. IN ANY AND ALL CLAIMS AGAINST PARTIES BY ANY EMPLOYEE OF REQUESTING PARTY, REQUESTING PARTY'S INDEMNIFICATION OBLIGATION UNDER THIS PARAGRAPH SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR REQUESTING PARTY UNDER WORKERS COMPENSATION ACTS, DISABILITY ACTS OR OTHER EMPLOYEE BENEFIT ACTS.**

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN THE EVENT OF A DEFAULT BY GENESIS HEREUNDER, OR FOR ANY OTHER REASON, GENESIS SHALL NOT BE LIABLE TO REQUESTING PARTY FOR ANY

INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES WHATSOEVER, INCLUDING LOSS OF GOODWILL OR LOSS OF PROFITS.

- (8) If two or more individuals, corporations, partnerships or other business associations (or any combination of two or more thereof) shall sign this Agreement as Requesting Party, the liability of each such individual, corporation, partnership or other business association to perform all obligations hereunder shall be deemed to be joint and several, and all notices, payments and agreements given or made by, with or to any one of such individuals, corporations, partnerships or other business associations shall be deemed to have been given or made by, with or to all of them. In like manner, if Requesting Party shall be a partnership or other business association, the members of which are, by virtue of statute or federal law, subject to personal liability, then the liability of each such member shall be joint and several.
- (9) Any notice required or permitted to be given under this Agreement shall be in writing, and shall be deemed to have been given when delivered by hand delivery, or when deposited in the United States Post Office, by registered or certified mail, postage prepaid, return receipt requested, if mailed. Notices shall be addressed as follows:

If to GENESIS:

Genesis Pipeline Texas, L.P.  
811 Louisiana Street, Suite 1200  
Houston, TX 77002  
Attention: Legal

If to REQUESTING PARTY:

County of Brazoria  
Brazoria County Engineering Department  
451 N. Velasco, Suite 230  
Angleton, TX 77515  
Attention: Wael Tabara[

Any party may designate a different address by giving the other party ten (10) days written notice in the manner provided above.

- (10) This Agreement is made in Texas and shall be construed, interpreted, and governed by Texas law. The parties shall consent to the jurisdiction and venue of the Courts of Brazoria County, Texas, for any action under this Agreement.
- (11) The prevailing party in any judicial proceeding arising from this Agreement shall recover its reasonable and necessary attorneys' fees pursuant to Texas Local Government Code Section 271.159. This Code has been repealed by subsequent Texas law and will not apply to this agreement.
- (12) This Agreement and all Exhibits and Amendments hereto shall constitute the complete understanding of GENESIS and REQUESTING PARTY. This Agreement constitutes the sole and only agreement of the parties to it and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement.
- (13) This Agreement shall not serve to diminish or affect the rights granted to GENESIS by the hereinabove-referenced original Easement. It is the intent of the parties that the construction,

installation or maintenance of the FACILITIES shall not in any way interfere with or burden GENESIS' pre-existing rights.

- (14) In the event that REQUESTING PARTY (or its contractors) fails to comply with any of the terms and conditions set forth in this Agreement, including any Exhibits, GENESIS shall have the right to require REQUESTING PARTY to immediately correct any deficiencies or non-conforming work, as well as any other remedies available at law or equity.
- (15) Nothing in this Agreement is intended to (or shall be construed to) create a partnership, joint venture, agency, and fiduciary or similar relationship between the Parties, or to provide (or constitute the agreement to provide for) the lease, sale, conveyance, transfer, or assignment of all or any portion of GENESIS' Easement, Genesis Pipeline, or the FACILITIES.
- (16) This Agreement may be assigned in whole or in part and the provisions hereof shall extend to and be binding upon the heirs, legal representatives, successors and assigns of the Parties hereto, provided that REQUESTING PARTY shall obtain the prior written consent of GENESIS to any assignment of all or any portion of this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, assigns, agents, administrators, successors or grantees, with the same force and effect as if specifically mentioned in each instance where REQUESTING PARTY or GENESIS is named.
- (17) Any waiver, alteration, or modification of any of the provisions of this Agreement or cancellation or replacement of this Agreement shall not be valid unless in writing and signed by the party against which such waiver, alteration or modification is sought to be enforced. No waiver by either party of any breach of any of the covenants or conditions herein contained shall be construed as a waiver of any succeeding breach of the same or of any other covenant or condition.
- (18) The headings used herein are for convenience only and shall not impact the interpretation of this Agreement.

*[Signature Page to Follow]*

EXECUTED this \_\_\_\_ day of \_\_\_\_\_ 2026.

**REQUESTING PARTY:**

**County of Brazoria**

By: \_\_\_\_\_  
Name: L.M. "Matt" Sebesta, Jr.  
Title: County Judge

**STATE OF TEXAS           §**

**COUNTY OF BRAZORIA   §**

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_ 2026, by L. M. "Matt" Sebesta, Jr., County Judge on behalf of said Brazoria County.

My Commission Expires:

\_\_\_\_\_  
Notary Public in and for the State of Texas

**GENESIS PIPELINE TEXAS, L.P.,  
By: GENESIS ENERGY, LLC, Its General Partner**

By: \_\_\_\_\_  
Ellie Sullivan  
Associate General Counsel

**STATE OF TEXAS           §**

**COUNTY OF HARRIS       §**

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_ 2026, by Ellie Sullivan, Associate General Counsel of GENESIS ENERGY, LLC, the sole General Partner of Genesis Pipeline Texas, L.P., a Delaware limited partnership, on behalf of said partnership.

My Commission Expires:

\_\_\_\_\_  
Notary Public in and for the State of Texas