
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.

RIGHT-OF-WAY AND EASEMENT AGREEMENT

THIS RIGHT-OF-WAY AND EASEMENT AGREEMENT (this "*Agreement*") is entered into as of _____, 2026 (the "*Effective Date*") by and between BRAZORIA COUNTY, TEXAS, a political subdivision of the State of Texas ("*Grantor*"), and BANGL, LLC, with a mailing address of 200 East Hardin Street, Findlay, Ohio 45840 ("*Grantee*"). Grantor and Grantee may be referred to herein collectively as the "*Parties*" and each individually as a "*Party*".

WHEREAS, Grantor is the owner of certain real property located in Brazoria County, Texas and more particularly described in Official Public Records of Brazoria County, Texas and as further described on Exhibit A hereto (the "*Property*"); and

WHEREAS, Grantee desires to obtain a right-of-way and easement covering the Property on the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be legally bound, Grantor and Grantee hereby agree to the terms of this Agreement.

TO HAVE AND TO HOLD said Easement (as defined herein) and the privileges thereof unto said Grantee until Grantee shall release same by an instrument in writing duly recorded, subject to the following terms and conditions:

1. **GRANT**. Grantor grants, sells, conveys, and warrants to Grantee an easement (the "*Easement*") 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, abandon in place, and remove, 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 B, 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. **RESTRICTIONS ON USE.** Grantor must not interfere with the Facilities or Grantee’s exercise of its rights under this Agreement. Within the Easement Area, and without prior written consent from Grantee, Grantor will not permit nor cause: (a) the installation of any aboveground or belowground structure, encroachment, vegetation, or obstruction (excluding any pre-existing items depicted on Exhibit A), (b) the removal or deposit of dirt, or (c) any excavation, construction, grading, deep tilling, or similar activities, except as necessary to maintain Grantor’s access to its detention pond. Grantee may, at any time, remove any unauthorized structures, encroachments, vegetation, or obstructions at Grantor’s expense. Grantee shall comply with all Brazoria County regulations, including permitting the Facilities.

3. **ACCESS.** Grantor grants to Grantee the right of ingress and egress in, on, across, and through the Property (and any adjoining land owned or held by Grantor) to access the Easement Area and Temporary Work Space. Grantee may, at any time, install fencing or similar protective structures within the Easement Area; *provided* that a key to such fence or structure is provided to Grantor upon request.

4. **COMPENSATION FOR DAMAGES.** The consideration paid by Grantee for this Agreement includes the market value of the Easement and any reasonably anticipated damages to the Easement Area during the initial construction and installation of the Facilities, including damages to crops and vegetation within the Easement Area. Except as otherwise provided in this Agreement, Grantee shall pay Grantor for all other such reasonable damages promptly as they may accrue; *provided* that Grantor will not be entitled to damages, actual or punitive, for Grantee’s control and removal measures related to unauthorized structures, encroachments, vegetation, or obstructions.

5. **WARRANTY.** Grantor covenants that: (a) Grantor owns the Property in fee simple absolute and has right, title, and power to grant the rights granted herein and (b) Grantor will not

interfere with Grantee's right to quiet enjoyment of the Easement. Grantor acknowledges that Grantee does not warrant the accuracy of Exhibit B.

6. **COOPERATION.** Grantor will promptly cooperate with Grantee in obtaining any permits, licenses, permissions, or similar authorizations necessary for Grantee to construct and maintain the Facilities. Grantor will join Grantee's application for any such authorizations if Grantor's signature is required; *provided* that Grantee will be responsible for all costs associated with this provision. Due to practical construction considerations, Grantor acknowledges that the centerline of any installed pipeline may deviate from the location described on Exhibit A and agrees to promptly cooperate and execute any additional documents necessary to facilitate and document the final "as-built" location of the pipeline. Notwithstanding anything herein to the contrary, Grantee shall have the right to select the exact location of the Facilities within the Easement, subject to Brazoria County regulations and permitting requirements. If this Agreement is executed using sketches or aerials, Grantee reserves the right to amend this Agreement by updating the sketch or aerial with a centerline description or plat showing the location of the Easement as depicted in the sketch or aerial. If the location of the Easement Area changes, Grantee will first obtain Grantor's prior approval, such approval not to be unreasonably withheld, conditioned, or delayed. Grantor will promptly cooperate and execute any additional documents necessary to facilitate this process, including an amendment showing the change to the Easement. If Grantee requires additional workspace and/or easements or the final survey of the Easement increases the lineal footage of the Easement Area, then an additional payment shall be made to Grantor on a pro rata basis. If the final survey does not increase the lineal footage of the Easement Area or include additional workspace/easements, then Grantor shall retain all funds paid to it by Grantee with no refund required.

7. **EFFECT OF AGREEMENT.** This Agreement will bind and benefit each Party's heirs, legal representatives, successors, and assigns. Any rights granted hereunder are divisible and assignable in whole or in part. After assignment, Grantor will look solely to Grantee's assignee for performance of all duties and obligations. The terms of this Agreement are independent of and, unless otherwise expressly stated, will 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 will 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 will 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. This Agreement is not effective unless and until executed by all Parties.

8. **INTERPRETATION.** Unless the context as used in this Agreement clearly indicates otherwise: (a) words in the singular include the plural and words used in the plural include the singular; (b) references to any Party include such Party's successors and assigns; (c) the words "include", "includes" and "including" will be deemed to be followed by the words "without limitation"; (d) any addendum, exhibit or schedule attached is deemed to be incorporated by reference into the Agreement; and (e) reference to any law will be deemed to also refer to all rules and regulations promulgated thereunder.

9. **NOTICES.** All notices required or permitted under this Agreement must be in writing and delivered by mail (postage prepaid) or by hand delivery to the address of the receiving Party set forth in the introductory paragraph of this Agreement. Notices sent by email are ineffective.

10. **MEMORANDUM.** Grantee reserves the right to record a memorandum of this Agreement in form reasonably acceptable to Grantor with the applicable recorder of deeds.

11. **THIRD PARTY RIGHTS.** No person who is not a Party to this Agreement has any rights under this Agreement or may enforce any provision of this Agreement.

12. **COUNTERPART EXECUTION.** This Agreement may be executed in any number of counterparts. Upon execution of this Agreement or a counterpart hereto by all Parties, the various signature pages will be combined into one composite instrument for all purposes. All counterparts together will constitute only one Agreement, but each counterpart will be considered an original.

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

IN WITNESS WHEREOF, the Parties by their duly authorized representatives have executed this Agreement as of the Effective Date.

GRANTOR:

BRAZORIA COUNTY, TEXAS

Signature: _____

Name: _____

STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on this _____ day of _____, 2026
by _____.

Signature: _____

Name: _____

My commission expires: _____

GRANTEE:

BANGL, LLC

By: MARATHON PIPE LINE LLC, its Operator

Signature: _____

Name: _____

State of _____ §

§

County of _____ §

The foregoing instrument was acknowledged before me this _____, 2026

by _____, the _____ of

Marathon Pipe Line LLC, on behalf of the company.

Signature: _____

Name: _____

My commission expires: _____

EXHIBIT "A"
BRAZORIA COUNTY, TEXAS

CHARLES B. HUSON SURVEY
ABSTRACT NO. 201

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 CHARLES B. HUSON SURVEY, ABSTRACT NO. 201, BRAZORIA COUNTY, TEXAS, BEING OUT OF AND A PART OF A TRACT OF LAND, CALLED 5.69 ACRES, AS DESCRIBED IN DEED UNTO BRAZORIA COUNTY, RECORDED IN INSTRUMENT NUMBER 2012000643, OF THE OFFICIAL PUBLIC RECORDS, BRAZORIA 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 1/2 INCH REBAR (X: 3,115,485.32, Y: 13,610,688.47) FOUND FOR THE SOUTH CORNER OF SAID TRACT OF LAND;

THENCE, NORTH 06°59'38" WEST, A DISTANCE OF 380.13 FEET TO A POINT ON THE SOUTHWEST LINE OF SAID CALLED 5.69 ACRES TRACT FOR THE **POINT OF BEGINNING** (X: 3,115,439.03, Y: 13,611,065.77) OF THE HEREIN DESCRIBED EASEMENT;

THENCE, THROUGH SAID SUBJECT TRACT OF LAND, SOUTH 46°52'27" EAST, A DISTANCE OF 46.41 FEET TO A POINT ON THE SOUTHEAST LINE OF SAID SUBJECT TRACT FOR THE **POINT OF TERMINATION** (X: 3,115,472.91, Y: 13,611,034.04) OF THE HEREIN DESCRIBED EASEMENT WHICH BEARS NORTH 07°40'06" WEST A DISTANCE OF 346.83 FEET FROM A 1/2 INCH REBAR (X: 3,115,519.19, Y: 13,610,690.31) FOUND FOR THE SOUTHEAST CORNER OF SAID TRACT OF LAND.

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 46.41 FEET (2.81 RODS), WITH THE PIPELINE EASEMENT CONTAINING AN AREA OF 2,321 SQUARE FEET OR 0.05 ACRES OF LAND, MORE OR LESS.

TEMPORARY WORKSPACE

TEMPORARY WORKSPACE IS SHOWN ON THE ACCOMPANYING PLAT DATED 09/05/2025, HAVING A TOTAL AREA OF 4,883 SQUARE FEET OR 0.11 ACRES, MORE OR LESS.

ADDITIONAL TEMPORARY WORKSPACE

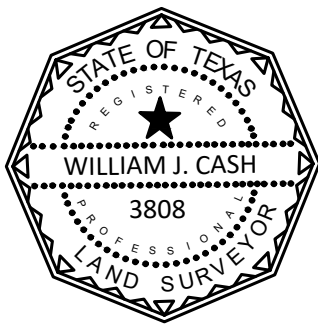
ADDITIONAL TEMPORARY WORKSPACE IS SHOWN ON THE ACCOMPANYING PLAT DATED 09/05/2025, HAVING A TOTAL AREA OF 37,910 SQUARE FEET OR 0.87 ACRES, MORE OR LESS.

TEMPORARY ACCESS ROAD

TEMPORARY ACCESS ROAD IS SHOWN ON THE ACCOMPANYING PLAT DATED 09/05/2025, HAVING A TOTAL LENGTH 327.55 FEET (19.85 RODS), HAVING A TOTAL AREA OF 6,540 SQUARE FEET OR 0.15 ACRES, MORE OR LESS.

BEARINGS ARE BASED NAD 83 TEXAS STATE PLANE COORDINATES SOUTH CENTRAL ZONE DETERMINED BY GPS OBSERVATIONS.

I, WILLIAM J. CASH, JR., CERTIFY THAT THE ROUTE FOR THE ABOVE-DESCRIBED EASEMENT WAS SURVEYED ON THE GROUND, THAT THIS DESCRIPTION CORRECTLY REPRESENTS THE FACTS FOUND AT THE DATE SHOWN ON THE ACCOMPANYING PLAT - EXHIBIT "B" OF THE FIELD SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT IT DOES MEET THE APPLICABLE STANDARDS OF PRACTICE AS SET FORTH BY THE TEXAS PROFESSIONAL ENGINEERING AND LAND SURVEYING BOARD FOR A CATEGORY 2, ROUTE SURVEY.



William Cash 09/05/2025

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

**MARATHON
SWEENEY TO TEXAS CITY PIPELINE - SWTC
BRAZORIA COUNTY
BRAZORIA COUNTY, TEXAS**


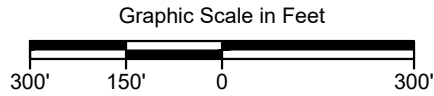
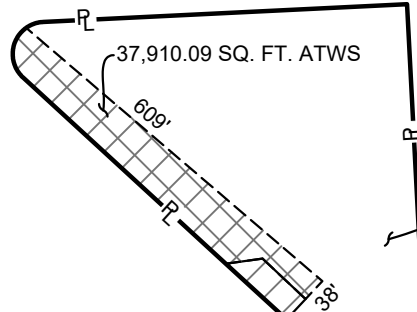
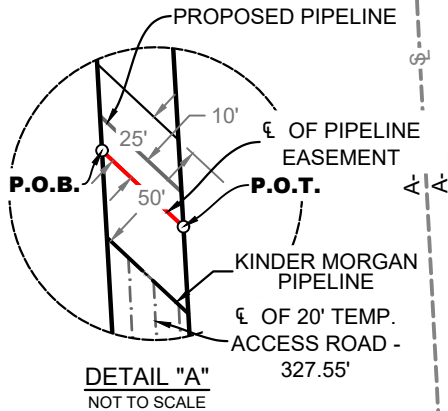
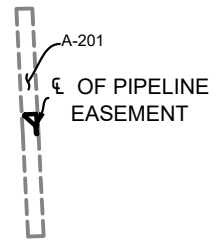
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1	09/05/25	AJW	REV. PER CLIENT COMMENTS	WJC				
0	08/30/25	AJW	ISSUED FOR ACQUISITION	WJC				
A	08/28/25	CMA	ISSUED FOR REVIEW	WJC				
 ENCOMPASS SERVICES, LLC 14800 ST. MARY'S LANE SUITE 230 HOUSTON, TEXAS 77079 OFFICE NUMBER: 832-781-4800 TPLSF# - 10194561					DRAWN BY: CMA CHECKED BY: WJC SCALE: N.T.S.	DATE: 09/05/25 DATE: 09/05/25 PROJ. NO. 66701	DWG. NO. SW-TC-106.000 REV 1 SHEET 1 OF 1	1

EXHIBIT "B" BRAZORIA COUNTY, TEXAS

CHARLES B. HUSON SURVEY
ABSTRACT NO. 201



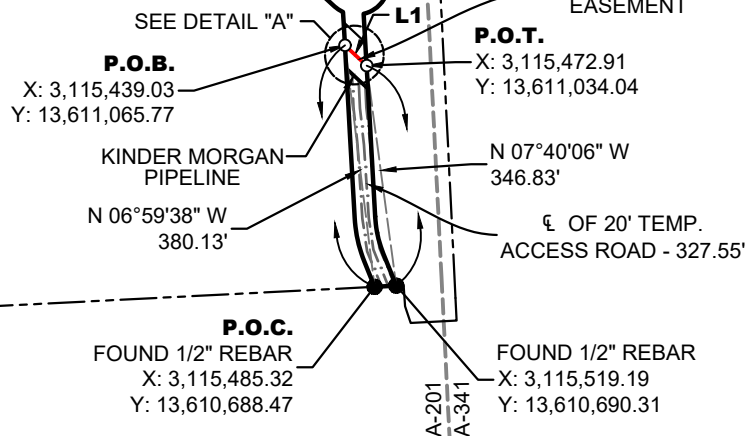
VICINITY MAP N.T.S.



LINE TABLE		
NUMBER	BEARING	LENGTH
L1	S 46°52'27" E	46.41'

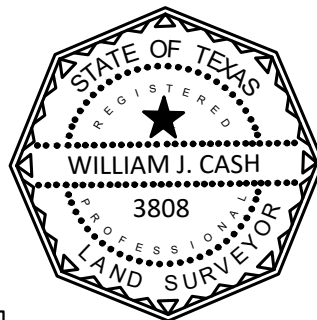
SW-TC-106.000
BRAZORIA COUNTY
CALLED 5.69 ACRES
INSTRUMENT NO. 2012000643
O.P.R.B.C.TX

SW-TC-105.000
SHANKS 220 INVESTMENT GROUP LLC
CALLED 170.929 ACRES
INSTRUMENT NO. 2022044110
O.P.R.B.C.TX



LEGEND

- P.O.C.** POINT OF COMMENCEMENT
- P.O.B.** POINT OF BEGINNING
- P.O.T.** POINT OF TERMINATION
- O.P.R.B.C.TX OFFICIAL PUBLIC RECORDS, BRAZORIA COUNTY, TEXAS
- I.R. IRON ROD
- I.P. IRON PIPE
- N.T.S. NOT TO SCALE
- FOUND MONUMENT - AS DESCRIBED
- POINT OF INTERSECTION
- PL — PROPERTY LINE
- CL — CENTERLINE OF PERMANENT EASEMENT
- S — SECTION LINE
- TAR — 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 09/05/2025

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

MARATHON
SWEENEY TO TEXAS CITY PIPELINE - SWTC
BRAZORIA COUNTY
BRAZORIA COUNTY, TEXAS

TOTAL LENGTH OF CENTERLINE: 46.41 FEET = 2.81 RODS
PIPELINE EASEMENT: 2,321 SQ. FT. = 0.05 AC.
TEMPORARY WORKSPACE (TWS): 4,883 SQ. FT. = 0.11 AC.
ADDITIONAL TEMP. WORKSPACE (ATWS): 37,910 SQ. FT. = 0.87 AC.
TOTAL LENGTH OF TEMPORARY ACCESS ROAD: 327.55 FEET = 19.85 RODS
TEMPORARY ACCESS ROAD (TAR): 6,540 SQ. FT. = 0.15 AC.

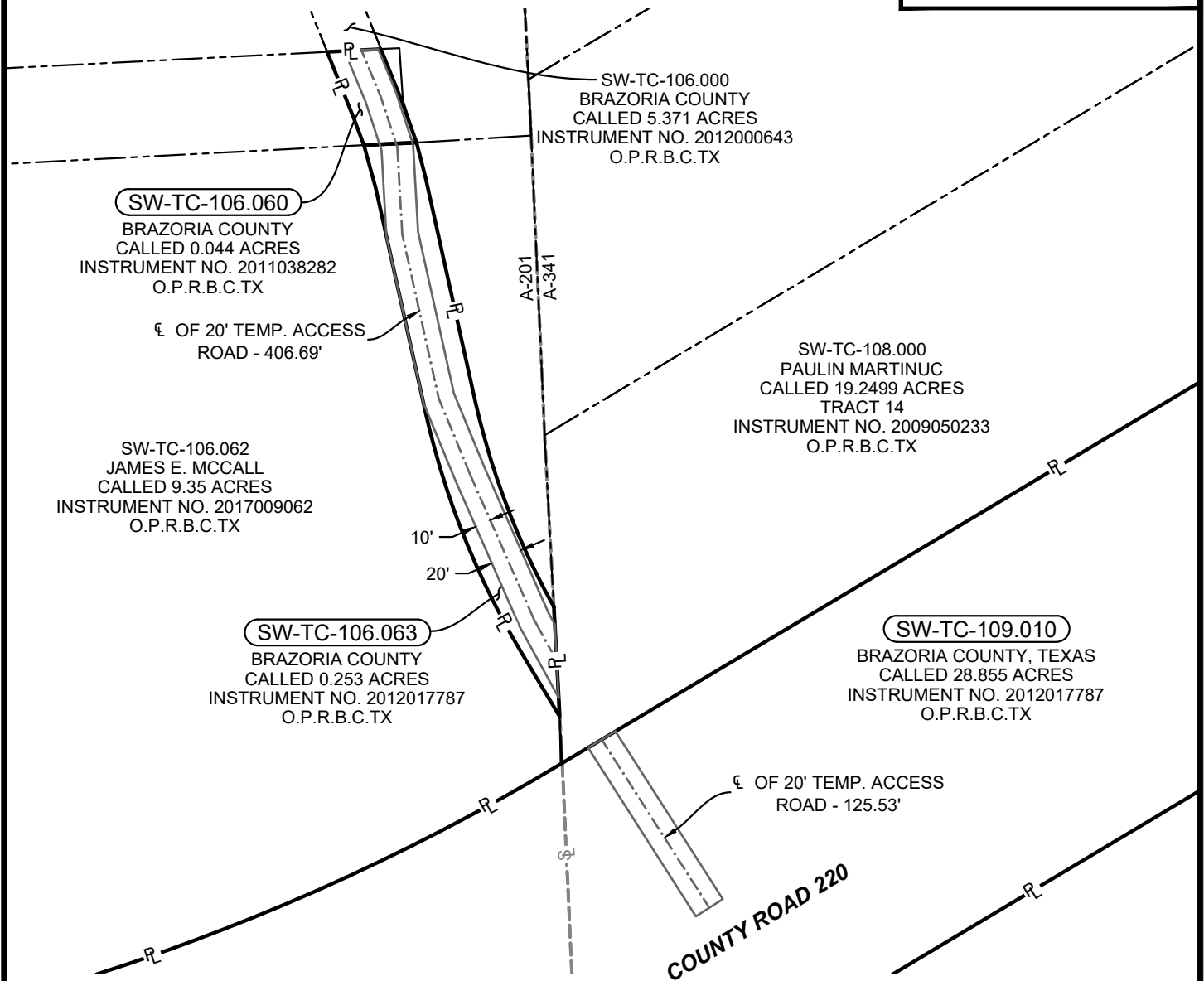
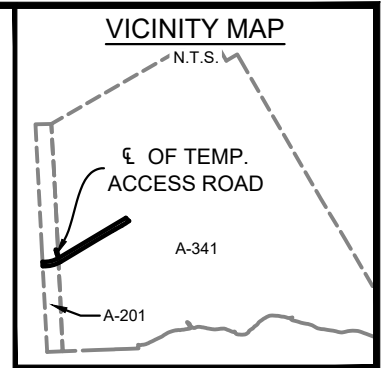
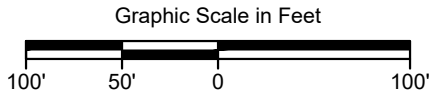
REV	DATE	BY	DESCRIPTION	CHK
1	09/05/25	AJW	REV. PER CLIENT COMMENTS	WJC
0	08/30/25	AJW	ISSUED FOR ACQUISITION	WJC
A	08/28/25	CMA	ISSUED FOR REVIEW	WJC

DRAWN BY: CMA	DATE: 09/05/25	DWG. NO.	REV.
CHECKED BY: WJC	DATE: 09/05/25	SW-TC-106.000 REV 1	1
SCALE: 1" = 300'	PROJ. NO. 66701	SHEET 1 OF 1	

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

EXHIBIT "B"
BRAZORIA COUNTY, TEXAS

WILLIAM MCDERMOTT SURVEY, ABSTRACT NO. 341
CHARLES B. HUSON SURVEY, ABSTRACT NO. 201



LEGEND

- PROPERTY LINE
- SECTION LINE
- CENTERLINE OF TEMPORARY ACCESS ROAD

TOTAL LENGTH OF TEMPORARY ACCESS ROAD: 532.22 FEET = 32.26 RODS
 TEMPORARY ACCESS ROAD (TAR): 10,644 SQ. FT. = 0.24 AC.

REV	DATE	BY	DESCRIPTION	CHK
A	01/19/26	CDV	ISSUED FOR REVIEW	WJC

MARATHON
SWEENEY TO TEXAS CITY PIPELINE - SWTC
BRAZORIA COUNTY, TEXAS
BRAZORIA COUNTY, TEXAS

<p>ENCOMPASS SERVICES, LLC 14800 ST. MARY'S LANE SUITE 230 HOUSTON, TEXAS 77079 OFFICE NUMBER: 832-781-4800 TBP LSI# - 10194561</p>	DRAWN BY: CDV CHECKED BY: WJC SCALE: 1" = 100'	DATE: 01/19/26 DATE: 01/19/26 PROJ. NO. 66701	DWG. NO. SW-TC-106.060 - SW-TC-109.010 REV A SHEET 1 OF 1	REV. A
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