

DO NOT RECORD THIS EASEMENT AGREEMENT
ONLY A MEMORANDUM OF THIS EASEMENT AGREEMENT IS TO BE RECORDED

PERMANENT EASEMENT AGREEMENT

This Permanent Easement Agreement (the "Agreement"), is by and between **The City of Angleton**, whose address is 121 S. Highway 288B, Angleton, Texas 77515 (hereinafter collectively referred to as "Grantor," whether one or more), and **Hooks Gas Pipeline, LLC**, with offices at 9950 Woodloch Forest Drive, Suite 2200, The Woodlands, Texas 77380 and mailing address of P.O. Box 133127, Spring, Texas 77393, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND NO/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee a permanent easement consisting of 0.0183 acres, and being more particularly described and depicted as a 15' U.E./Access Easement on, over, through, across, and along the lands more particularly described and depicted in **Exhibit "A"** attached hereto and made a part hereof, in order to, among other rights described below, construct, operate, and maintain a maximum of one (1) pipeline, with a maximum nominal diameter as initially installed and excluding protective coating and wrapping, not to exceed eight inches (8") (the "Pipeline"), along with and including Authorized Appurtenances, as that term is defined hereinafter, in, over, through, across, under, and along land owned by Grantor, said easement route generally shown or described on Exhibits "A" and "B" attached hereto ("the Permanent Easement").

Grantee does further GRANT, BARGAIN, SELL and CONVEY unto Grantee two surface site easements consisting of approximately 0.0574 acres, and 0.0376 acres of land, respectively, and being more particularly described and depicted as Surface Site Easement No. 1 and Surface Site Easement No. 2 in **Exhibit "A"**, attached hereto and made a part hereof (the "Surface Site Easements"), each for the purpose of erecting, laying, constructing, maintaining, fencing, operating, repairing, inspecting, replacing, protecting, altering and removing both above and below the surface, pipelines, pipeline gate valve(s), by-passes, cross-overs, loops, risers, vents, cables, taps, meters, valves, compressors, cathodic protection devices, conduits, launching-receiving equipment/in-line pigging facilities, alternating current mitigation equipment, electrical supply facilities, wires and poles, solar power facilities, generators, treating and dehydration facilities, monitoring cameras, slug catchers, pumps, radio and communications equipment and facilities, measuring equipment and meter runs, and any other appurtenances that may be necessary or desirable in connection therewith (the "Surface Equipment").

Grantor does also hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee Temporary Workspace No. 1 consisting of 0.0287 acres and being fifty feet (50') in width, Temporary Workspace No. 2 consisting of 0.0287 acres and being twenty-five feet (25') in width, and Temporary Workspace No. 3 consisting of 0.0471 acres and being twenty-five feet (25') in width on, over, through, across, and along the lands and adjacent to the Easements as more particularly described and depicted in **Exhibit "A"** attached hereto, in order to construct the Pipeline, Authorized Appurtenances, and Surface Equipment and to restore the property as

required under this Agreement (the “Temporary Construction Easement”). Notwithstanding anything herein to the contrary, the Temporary Construction Easement shall also include an area extending twenty-five feet (25’) from each edge of the Permanent Easement and running parallel to such Permanent Easement. The term of the Temporary Construction Easement shall be for a period to extend twenty-four (24) months from the date of construction commencement on Grantor’s property. However, if Grantee has completed its use of the Temporary Construction Easement prior to the expiration of said period, then the Temporary Construction Easement shall immediately terminate. All rights, duties and/or obligations arising by or under this Agreement shall only apply to the Temporary Construction Easement while same is in effect.

Grantor does also hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee a permanent access easement that consists of 0.0183 acres, and being more particularly described and depicted as a 15’ U.E./Access Easement on, over, through, across, and along the lands more particularly described and depicted in **Exhibit “A”** attached hereto and made a part hereof (the “Access Easement”), for ingress and egress by Grantee and its employees, designees, contractors, successors and assigns, and all those acting by or on behalf of it, together with the right to use any existing roadway and, or to construct, protect, inspect, repair, alter, reconstruct, restore, improve, maintain and use a road, including ditches, culverts, drains and such other appurtenant facilities for the unobstructed passage of persons, vehicles, equipment and/or machinery.

The Permanent Easement, Surface Site Easements, Temporary Construction Easement, and Access Easement are collectively referred to as the “Easements.”

It is further agreed as follows:

1. The right to use the Easements shall belong to Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the use and purpose of establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, adding, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing Surface Equipment within the Surface Site Easements, abandoning in place and removing at will, in whole or in part, the Surface Site Equipment, and for the transportation of natural gas and its constituent parts, including any by-products thereof, along with hydrocarbon liquids, other mineral solutions, and gases entrained therein (collectively, the “Substances”).

2. Grantee shall have the right under this Agreement to install, maintain, and/or operate pipeline-related appurtenances including, and expressly limited to, (i) below-ground pipes, meters, valves, electric facilities, communication facilities, and any other equipment or facilities that may be necessary or desirable in connection with the Pipeline, and (ii) above and below-ground markers, vents, cathodic protection and alternating current mitigation equipment and facilities (generally including cathodic protection test leads, gradient control matting, grounding systems, rectifiers, electric lines, electric meters, junction boxes, power supplies, anodes, decouplers, wires, ribbons, poles, and ground beds) (collectively, the “Authorized Appurtenances”). Grantee shall place the above-ground Authorized Appurtenances at the junction of the Permanent Easement and fence lines, property lines, electric transmission lines, pipeline crossings, river or creek crossings, road crossings, any other location required by applicable law, regulation, or rule, and/or as may be

determined necessary by Grantee. Grantee shall also have the right under this Agreement to install, maintain, and/or operate the Surface Equipment above or below-ground within the Surface Site Easement.

3. Grantee's Permanent Easement, Access Easement, and Temporary Construction Easement rights under this Agreement are non-exclusive. Grantee's Surface Site Easements and the rights relating to same under this Agreement are exclusive.

4. Except for within the Surface Site Easement, Grantee shall initially install the Pipeline a minimum depth of thirty-six-inches (36") below the surface of the ground and any then existing drainage ditches, creeks and roads, except at those locations where rock is encountered, the Pipeline may be buried a minimum depth of twenty-four-inches (24") below the surface of the ground.

5. Grantee will not double ditch areas of the Easements in which piping is installed, including any portions of piping that are not installed by boring or horizontal directional drilling.

6. Grantee shall have the right of ingress, egress, entry, and access on, to, over, and across the Easements and where same intersects any public road or public right-of-way or other easement to which Grantee has the right to access and along any roads designated by Grantor, for any and all purposes necessary and/or incident to the exercise by Grantee of the rights granted to it by this Agreement. Grantee shall not have the right to grant a third-party access to the Easements for a purpose that is not related to the construction, safety, repair, maintenance, inspection, replacement, operation, or removal of the Surface Equipment.

7. The consideration paid by Grantee in this Agreement includes the market value of the Easements, both permanent and temporary, and any monetary damages arising from the construction and installation of the Pipeline, Authorized Appurtenances, and Surface Equipment including, but not limited to, damage to vegetation (grass, crops, trees, shrubs, *etc.*) and income loss from disruption of existing agricultural production or existing leases based on verifiable loss or lease payments. The initial consideration does not, however, include damages arising from the repair, maintenance, inspection, replacement, operation, or removal of the Pipeline, Authorized Appurtenances, and Surface Equipment after the initial construction and installation. Grantor has the right to actual monetary damages arising from the repair, maintenance, inspection, replacement, operation, or removal of the Pipeline, Authorized Appurtenances, and Surface Equipment after the initial construction and installation. Grantee shall pay Grantor for any and all other such reasonable damages promptly as they may accrue.

8. Grantee shall have the right to remove, cut, use, repair, and replace any gates or fences that cross the Easements. Prior to cutting any fence, however, Grantee shall brace the existing fence to be cut adequately on both sides of the proposed cut by suitable H-braces to prevent the remainder of the fence from sagging. Before the fence wire is cut, it is to be attached to the posts in a manner that there will be no slackening of or damage to the wire. Each such wire gap is to be reinforced so as to be strong enough to prevent livestock from passing through same. Upon completion of operations, each wire gap will be removed and at Grantee's sole option replaced with: (i) fencing of the same or better grade and condition as existed before Grantee cut and gapped same; or (ii) a

permanent gate, which gate shall, to the extent reasonably practicable, be constructed out of similar or better grade materials than already used for existing gates on the property. In the event Grantee does not repair and/or restore the fences or gates, Grantee shall, in addition to the consideration paid for this Agreement, pay Grantor for any damage caused by Grantee to the gates and fences. Each entry and exit gate shall be securely closed and locked, except when Grantee or its authorized personnel are actually passing through same, and Grantor and Grantee shall each be entitled to maintain their own lock in any such gate, such that Grantor and Grantee shall each have the right of free passage through any such gates. Grantee shall have the right to fence the Surface Site Easement to the exclusion of all others. Grantor may not use the Surface Site Easements or any portion of the property encumbered by the Surface Site Easements for any purpose.

9. Except for the lands within the Surface Site Easements, which use is exclusive to Grantee, Grantor may use the Easements for any and all purposes that do not damage, destroy, injure, and/or interfere with Grantee's use of the Easements. Grantor is not permitted to conduct any of the following activities on the Easements: (1) construct any temporary or permanent building or site improvements; (2) drill or operate any well on the Easements, but a well can be directionally drilled under the Easements as provided in this Agreement; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that Grantee shall have the right to remove or prevent the construction of any improvement, building, facility, structure, reservoir, or other obstructions that, in the sole judgment of Grantee, may damage, destroy, injure, and/or interfere with Grantee's use of the Easements. Grantor, Grantor's heirs, successors and assigns shall have the right, after prior written notice to, and review and approval from, Grantee, to construct, reconstruct or maintain streets, sidewalks, roads or drives, road ditches, drainage ditches, and utilities, at any angle of not less than forty-five (45) degrees to Grantee's Pipeline over and across the Permanent Easement, provided that all of Grantee's required and applicable spacing and crossing guidelines, including, without limitation, depth separation limits and other protective requirements are met by Grantor. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole risk and expense of Grantor. Grantor shall promptly reimburse Grantee for any expenses or costs related thereto.

10. Grantee has the right, from time to time, to mow, trim, cut down, or eliminate any and all trees, brush, and shrubbery from the Easements (the Temporary Construction Easement only while in effect). All trees, brush, and shrubbery removed during construction shall be burned and/or chipped and spread on the Easements or removed to an authorized disposal site. The method of disposal shall be selected by Grantee.

11. Grantor shall retain all the oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of oil, gas, and other minerals on the Easements, but it will be permitted to extract the oil, gas, and other minerals from and under the Surface Site Easements by directional drilling and other means, provided the drill bit enters the Easements at a subsurface depth of twenty feet (20') or deeper from the bottom of the lowest point of the Pipeline, Authorized Appurtenances

and all Surface Equipment, and so long as such activities do not damage, destroy, injure, and/or interfere with Grantee's use of the Easements.

12. Grantee agrees to comply in all respects, at its sole cost, with all applicable federal, state and local laws, rules, and regulations which are applicable to Grantee's activities hereunder, including without limitation, the construction, use, operation, maintenance, repair and service of Grantee's Pipeline, Authorized Appurtenances, and Surface Equipment.

13. Except to the extent the Easements are permanently modified by Grantee's use, including, but not limited to, the placement of caliche, rock, crushed granite, or other similar material as a base layer within the Surface Site Easements, Grantee will restore the Easements and Grantor's remaining property used by Grantee, if any, to as near to original condition as is reasonably practicable and will maintain the Easements in a manner consistent with the purposes for which the Easements will be used by Grantee, including, but not limited to, the removal of all construction debris upon completion of installation and construction of the Pipeline, Authorized Appurtenances, and Surface Equipment and clean of all litter and trash during periods of construction, operation, maintenance, repair or removal. In the event Grantee does not restore the Easements and Grantor's remaining property used by Grantee, if any, Grantee shall, in addition to the consideration paid for this Agreement, pay Grantor for actual monetary damages incurred by Grantor that arise from damage to the Easements and/or Grantor's remaining property, if any, caused by Grantee.

14. Grantee shall not, without the express written consent of Grantor, use the Easements for any purpose other than a use stated in this Agreement. There shall be no hunting or fishing on the Easements or any of Grantor's lands by Grantee, its officers, agents, employees, contractors, invitees, guests or representatives at any time. No firearms or fishing equipment shall be taken on the Easements by Grantee, its officers, agents, employees, contractors, invitees, guests or representatives at any time.

15. This Agreement may be executed in several counterparts, each of which shall be an original of this Agreement but all of which, taken together, shall constitute one and the same Agreement and be binding upon the parties who executed any counterpart, regardless of whether it is executed by all parties named herein.

16. Grantee shall have the right to assign its interests under this Agreement in whole or in part, in which event Grantor acknowledges and agrees that assignee shall succeed to the rights and obligations of Grantee to the extent conveyed in such assignment, and Grantee shall be relieved of obligations with respect to the assigned interest which accrue after the date of assignment. In the event Grantee assigns its interests under this Agreement in whole or in part to another entity, Grantee shall provide Grantor written notice of the assignment at the last known address of the person in whose name the property is listed on the most recent tax roll of any taxing unit authorized to levy property taxes against the property; provided, however, Grantee is not required to provide Grantor written notice if the assignment is to an affiliate or successor through merger, consolidation, or other sale or transfer of all or substantially all of Grantee's assets and business.

17. This Agreement constitutes the entire agreement and supersedes any and all prior oral understandings and/or agreements, if any, concerning the subject of this Agreement. Grantor confirms and agrees that Grantor has been made no promise or agreement by Grantee or any agent

of Grantee (which is not expressed or referenced specifically within the Agreement) in executing this Agreement, that GRANTOR HAS NOT RELIED UPON AND HEREBY EXPRESSLY DISCLAIMS RELIANCE UPON ANY STATEMENTS, REPRESENTATIONS, INFORMATION OR MATERIALS PROVIDED, SUPPLIED OR FURNISHED BY GRANTEE OR OTHERWISE MADE AVAILABLE BY GRANTEE IN THE PUBLIC DOMAIN OR OTHERWISE (OTHER THAN THOSE MADE IN THIS AGREEMENT), and that Grantor's execution of this Agreement is free and voluntary; this Agreement may not be modified or amended except on or after the date hereof by a writing signed by the party against whom said modification or amendment is to be enforced and no party shall be liable or bound to any other party in any manner except as specifically set forth herein.

18. It is agreed that neither this Agreement nor any amendment thereto will be filed in any public records. In lieu of filing this Agreement of record, Grantor and Grantee agree that a Memorandum of this Agreement (the "Memorandum"), making appropriate reference hereto, shall be filed for record in the county in which the property is located.

TO HAVE AND TO HOLD the rights, privileges and authority hereby granted unto Grantee, its successors and assigns, forever, and Grantor does hereby agree to warrant and defend said Easements unto Grantee, its successors and assigns. This Agreement and all of its terms, provisions, and obligations shall be covenants running with the land affected thereby and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective heirs, executors, administrators, successors, and assigns.

[Remainder of Page Intentionally Left Blank; Signature Pages to Follow]

EXECUTED and effective as of the _____ day of _____ 2024.

GRANTOR:

The City of Angleton

By: _____

Name: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF TEXAS §

§

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, as _____ of The City of Angleton, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she/he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on _____ 2024.

Notary Public in and for the State of Texas

Print Name of Notary Public Here