

STATE OF TEXAS §
COUNTY OF JOHNSON §

KNOW ALL MEN BY THESE PRESENTS:

131-1/3 acres out of James L. Gant Survey, Pat. No. 257, Vol. 16, Abstract 316; and 66-1/3 acres out of Wallace G. Smith Survey, Patent No. 359, Vol. 11; and 55 acres out of Wallace G. Smith Survey, Abstract 1012

WHEREAS, Burleson 4A Economic Development Corporation (hereinafter "Landowner", whether one or more), represents that Landowner is the present owner, subject to the Right-of-Way Contract, of the following described tract(s) of land

Thence S 45°34'11" W along the southeasterly line of said Shelton and Graves tract, a distance of 1496.55 feet to a ½" iron rod found at the most southerly corner of said Shelton and Graves tract;

Thence N 43°45'49" W along the southerly line of said Shelton and Graves tract, a distance of 67.00 feet to a ½" iron rod set with a cap stamped "RPLS 5544" in said easterly right-of-way line at the most southwesterly corner of said Shelton and Graves tract also being the beginning of a non-tangent curve to the left with a radius of 1909.99 feet, whose long chord bears N 04°06'41" E, 1529.82 feet;

Thence along said non-tangent curve to the left through a central angle of 47°12'59", an arc length of 1573.98 feet to the point of beginning, and containing 14.278 acres of land, more or less.

hereinafter called the "Owned Land", whether one or more tracts; and

WHEREAS, Landowner has requested Company to amend said Right-of-Way Contract only insofar as it affects the Owned Land, and Company is willing to do so subject to the terms and conditions of this instrument.

NOW, THEREFORE, in consideration of the premises and the terms and conditions contained herein, the receipt and sufficiency of which are hereby acknowledged, Landowner and Company do hereby agree to amend the Right-of-Way Contract as follows:

1. From and after the date hereof, all of Company's pipelines and other incidental equipment and facilities heretofore or hereinafter laid on the Owned Land, by authority of said Right-of-Way Contract or this instrument, shall be confined within the strip of land more particularly described and depicted on the attached Exhibit "A" which is incorporated herein by reference; hereinafter called the "Defined Easement".

2. For and in consideration of the benefits to be derived herefrom, Company, its parents, subsidiaries and affiliates, and their respective successors and assigns, shall hereafter have and it is hereby granted by Landowner:

A. The unimpaired right of way from time to time to maintain, inspect, alter, operate, protect, repair, relay, replace with same or different size pipe, relocate, mark, remove and/or abandon in place any or all of Company's pipelines and appurtenances currently in place inside the Defined Easement within the Owned Land and the right to clear all trees, undergrowth, brush, and obstructions from the herein granted Defined Easement; and

B. The unimpaired right of way from time to time to survey, construct, lay, maintain, inspect, erect, alter, operate, protect, repair, relay, replace with same or different size pipe, remove and/or abandon in place additional pipelines and appurtenances within the Defined Easement for the transportation of oil, gas, water, petroleum products and any other gases or substances (whether or not of a similar nature) which can be transported through a pipeline;

together with the right to use additional workspace on the Owned Land to exercise the rights herein granted and the unimpaired right of ingress and egress on, over and across the Owned Land for all purposes incident to the exercise of the aforesaid rights and the right to place within the Defined Easement any incidental equipment and facilities to facilitate the use of the pipelines. No additional compensation shall be payable to Landowner for the exercise of the aforesaid rights or any damage resulting to the property of Landowner, except that damages will be paid to Landowner for damage to growing agricultural crops.

3. Landowner shall not impound water or build, construct, create or install, nor permit others to impound water or build, construct, create or install, any dwellings, buildings, structures, fences, trees, engineering works or any obstructions of whatsoever kind on or within the Defined Easement without Company's prior express written permission. No change will be effected by Landowner in the grade of the Defined Easement without the express written consent of Company, provided however, that should the Owned Land be platted for development as a residential, commercial or industrial subdivision, Landowner

will incorporate into any Final Site Grading Plan, finished grade specifications that will provide additional cover, if necessary, so that there is a total depth of no less than 48" (inches) over Company's pipeline(s). Landowner shall be responsible for above ground maintenance of the Defined Easement, including mowing as necessary to meet local codes. Landowner agrees that no hard surfaces, streets, sidewalks, roads, drives, highways, road ditches, drainage ditches or utilities will cross or be placed on or over the Defined Easement unless and until Company's pipelines or incidental equipment located thereon are properly adjusted and protected in the opinion of Company. Any such adjustment or protection shall be done under the supervision and to the specifications determined solely by Company and at the expense of the Landowner, and Landowner's heirs, successors or assigns. Further, Landowner, for Landowner and Landowner's heirs, successors and assigns, agrees that no private dwelling or any industrial building or place of assembly in which persons work, congregate, or assemble shall be located within fifty (50) feet of the pipeline(s) located within the Defined Easement.

4. Nothing contained in this Amendment of Right-of-Way Contract ("Amendment") shall be construed as releasing any rights or privileges under said Right-of-Way Contract insofar as said Right-of-Way Contract covers the Defined Easement, and all terms and conditions contained in the Right-of-Way Contract applicable to the easement rights granted therein shall continue to apply with equal force and effect to the easement rights granted in this Amendment; provided, however, the Right-of-Way Contract, insofar as it relates to the Defined Easement, and insofar as it may be inconsistent with or in conflict with the terms of this Amendment, is hereby amended so that the rights and obligations of the parties hereto with respect to such inconsistent or conflicting terms shall be determined under the terms and provisions of this Amendment. The Right-of-Way Contract, insofar as it may cover and relate to land under the Right-of-Way Contract other than the Owned Land, shall remain in effect in accordance with all of its terms and provisions.

5. It is the intention of both Company and Landowner that the Defined Easement shall extend completely across the Owned Land and be located in such manner that all of Company's presently existing pipelines and appurtenances will be within its boundaries. To this extent, it is understood and agreed that in the event it should ever be determined that either of said boundary lines have not been properly located or that there is a conflict between calls for the boundary lines, or for the existing pipelines and appurtenances and calls for other objects or monuments, or calls for course or distance in a description of the Defined Easement, the Defined Easement shall for all purposes be deemed to be extended in length and/or adjusted as to location in order that the intention of the parties will be carried out.

6. Company shall have the right from time to time to assign the rights under the Right-of-Way Contract with respect to the Owned Land, as amended by this Amendment, in whole or in part.

7. Except as specifically amended herein, all terms and conditions in the Right-of-Way Contract shall remain in full force and effect. The provisions hereof shall extend to, be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

8. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same agreement. The parties hereto agree that an electronic copy of the signature of the person executing this Amendment on behalf of each party (including, but not limited to, signatures contained in PDF files) may be used for any and all purposes, with the same force and effect as an original of any such signature.

EXECUTED on the dates set forth in the acknowledgments, but effective for all purposes as of _____, 2025 (the "Effective Date").

LANDOWNER

BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION

By: _____

Printed Name: _____

Title: _____

COMPANY

DCP OPERATING COMPANY, LP

By: _____

Printed Name: _____

Title: _____

STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

On this _____ day of _____, 2025, before me _____, the undersigned Notary Public, personally appeared _____, known to me (or proved to me on the oath of _____ or through satisfactory evidence which was _____) to be the person whose name is subscribed as _____ of Burleson 4A Economic Development Corporation, a Texas non-profit corporation and acknowledged that he/she, as such _____, being informed of the contents of the conveyance, and being authorized so to do, executed the foregoing Amendment of Right-of-Way Contract, as the act of such officer with full authority, executed the same voluntarily for and as the act of said non-profit corporation by himself/herself as _____ for the purposes and consideration therein expressed.

Notary Public in and for _____ County, _____

My commission expires:

STATE OF OKLAHOMA §
 §
COUNTY OF WASHINGTON §

On this _____ day of _____, 2025, before me _____, the undersigned Notary Public, personally appeared _____, known to me (or proved to me on the oath of _____ or through _____) to be the person whose name is subscribed as Attorney-in-Fact of DCP Operating Company, LP, a Delaware limited partnership and acknowledged that he/she, as such Attorney-in-Fact, being informed of the contents of the conveyance, and being authorized so to do, executed the foregoing Amendment of Right-of-Way Contract as the act of such officer with full authority, executed the same voluntarily for and as the act said limited partnership by himself/herself as Attorney-in-Fact for the purposes and consideration therein expressed.

Notary Public in and for _____ County, _____

My commission expires:

EXHIBIT A

LEGAL DESCRIPTION

GAS LINE EASEMENT

BEING a 0.1136 acre (4,950 square foot) tract of land situated in the situated in the James L Gant Survey, Abstract No. 316 and the Dennis Dykes Survey, Abstract No. 229, Johnson County, Texas; said tract being part of that called 14.278 acre tract of land described in Special Warranty Deed to Burleson 4A Economic Development Corporation recorded in Instrument No. 2021-22172 of the Official Public Records of Johnson County, Texas; said tract being _; said tract being more particularly described as follows:

BEGINNING at a point in the northwest line of that called 92.304 acre tract of land described in Special Warranty Deed to Burleson 4A Economic Development Corporation recorded in Instrument No. 2021-21498 of said Official Public Records; from said point a 1/2-inch iron rod found for the south corner of said 92.304 acre tract bears South 44°46'55" East, a distance of 2,023.92 feet;

THENCE North 45°33'51" East, along the northwest line of said 92.304 acre tract, a distance of 61.99 feet to the **POINT OF BEGINNING**;

THENCE North 48°46'19" West, departing the said northwest line of the 92.304 acre tract, a distance of 89.82 feet to a point for corner in the south right-of-way line of FM Road No. 1902 (an 80-foot wide right-of-way); said point being the beginning of a non-tangent curve to the left with a radius of 1,949.86 feet, a central angle of 01°31'57", and a chord bearing and distance of North 24°43'07" East, 52.15 feet;

THENCE in a northeasterly direction, along the said south line of FM Road No. 1902 and with said non-tangent curve to the left, an arc distance of 52.15 feet to a point for corner;

THENCE South 48°46'19" East, departing the said south line of FM Road No. 1902, a distance of 108.43 feet to a point for corner in the said northwest line of the 92.304 acre tract;

THENCE South 45°33'51" West, along the said northwest line of the 92.304 acre tract, a distance of 50.14 feet to the **POINT OF BEGINNING** and containing 4,950 square feet or 0.1136 acres of land, more or less.

NOTES

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), Texas North Central (4202). A survey plat of even survey date herewith accompanies this metes and bounds description.

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the easement tracts.



MICHAEL CLEO BILLINGSLEY
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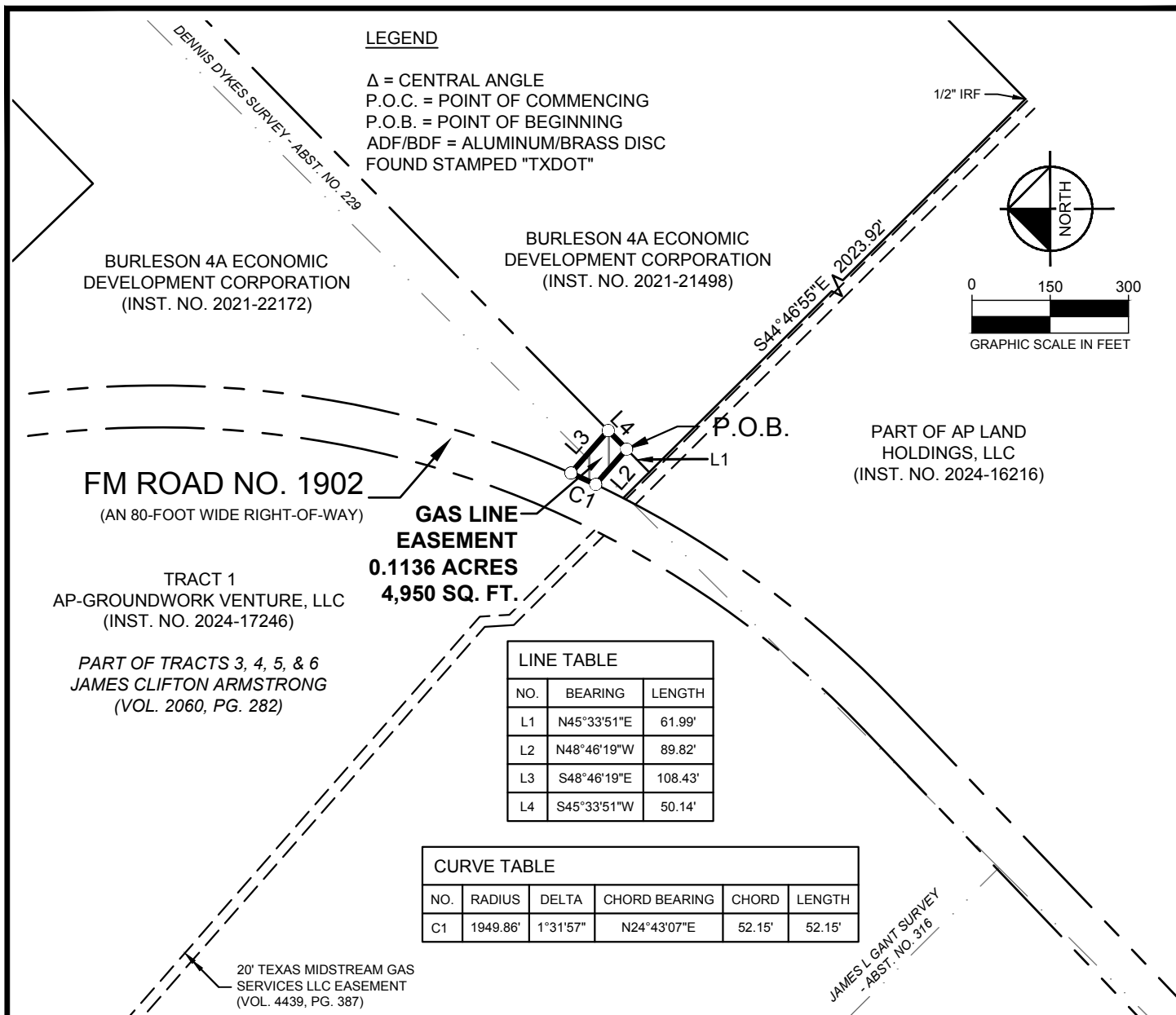
GAS LINE EASEMENT
JAMES L GANT SURVEY,
ABSTRACT NO. 316 &
DENNIS DYKES SURVEY,
ABSTRACT NO. 229
JOHNSON COUNTY, TEXAS

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	MCB	KHA	4/2/2025	069276715	1 OF 2



NOTES

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), Texas North Central (4202). A metes and bounds description of even survey date herewith accompanies this survey plat.

The undersigned, Registered Professional Land Surveyor, hereby certifies that this survey plat accurately sets out the metes and bounds of the easement tract.


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1" = 300'	MCB	KHA	4/2/2025	069276715	2 OF 2