

## PIPELINE CROSSING AND ENCROACHMENT AGREEMENT

THE STATE OF TEXAS      §  
                                  §      KNOW ALL PERSONS BY THESE PRESENTS:  
COUNTY OF                    §

This Pipeline Crossing and Encroachment Agreement (the "Agreement"), is made and entered into by and between Waller County ("WC"), whose address 775 Business Hwy 290 East Hempstead, TX 77445 and Hilcorp Energy I, L.P. ("Hilcorp"), whose address is P. O. Box 61229, Houston, TX 77208.

WHEREAS, Hilcorp owns an interest in and operates one or more oil and gas pipelines (the "Pipelines") lying within the [INSERT REFERENCE TO APPLICABLE EASEMENT] (the "Subject Pipelines"); and

WHEREAS, WC is constructing a pipeline on and near the Subject Pipelines and, in connection therewith, wishes to construct, use and maintain a pipeline thereto on which the Subject Pipelines are located, as shown on Exhibit "A" [LOCATION OF THE PIPELINES] attached hereto and made a part hereof.

NOW, THEREFORE, for and in consideration of compliance with the following terms and conditions and for other good and valuable consideration, the receipt of which is hereby acknowledged, Hilcorp grants, WC permission to construct, use and maintain, a pipeline crossing the Subject Pipelines as shown on Exhibit "B" [PROFILE OR DIAGRAM OF PIPELINE BEING INSTALLED] (the "Permitted Encroachments"), subject to the following terms and conditions:

1. Hilcorp hereby consents to WC construction and installation of the Permitted Encroachments described above subject to full compliance with Hilcorp's technical specifications and protective requirements for WC construction and installation. WC construction and installation procedures shall comply with all attached exhibits. Should WC construction and/or installation methods fail to conform to such specifications, Hilcorp shall give written notice of such failure to WC ("Default Notice"). WC shall cure such failure within ninety (90) days after the date of such Default Notice. In the event WC fails to cure the failure within said ninety (90) day period, Hilcorp, in its sole discretion, shall have the right to require WC to immediately modify or remove all or a portion of the facilities constructed or installed at WC sole expense. WC shall indemnify, defend, and hold Hilcorp harmless from any damages, costs, causes of action, liability, claims (threatened or actual) incurred, arising out of, or associated with the construction of the Permitted Encroachments and its appurtenances, including the maintenance of the Permitted Encroachments or the failure of WC to comply with Hilcorp's specifications and protective requirements.
2. WC agrees that any future changes, including but not limited to additions, expansions, replacement, and/or reconstruction of the Permitted Encroachments,

including maintenance activities to be conducted or affecting the pipelines, shall not be conducted without Hilcorp's written consent. Hilcorp reserves the right to deny any modification to this Agreement if the proposed additions, expansions, replacements and/or reconstruction of the Permitted Encroachments would interfere with Hilcorp's ability to safely, economically, or effectively maintain and operate the Pipelines or facilities associated therewith.

3. WC shall comply with Texas's "One Call" 1-800-245-4545, notice procedure 48 hours prior to commencing construction on the Permitted Encroachments or when conducting any other digging, construction, or other activity near the Pipelines.
4. WC construction and installation of the Permitted Encroachments shall not restrict or impair Hilcorp's access to its facilities, weaken the integrity of its facilities, or otherwise interfere with Hilcorp's use of the Pipelines or facilities associated therewith.
5. WC shall, at WC sole expense, provide reasonably necessary work space and safety requirements requested by Hilcorp in order to perform any repair, maintenance, or replacement of the Pipelines or associated facilities due to Hilcorp's operational needs. In such event, restoration shall be at the sole cost, risk, and expense of WC and shall be subject to the terms of this Agreement.
6. WC shall comply with any and all applicable governmental regulations pertaining to the rights granted herein.
7. The limited purpose of this Agreement is to provide consent to the Permitted Encroachments provided that the Permitted Encroachments are completed and maintained in accordance with the terms and conditions of this Agreement. WC shall secure any other rights of way, easements, and/or permits from any parties holding interests necessary for WC construction, installation, operation, and maintenance of the Permitted Encroachments. Except as provided herein, nothing contained herein shall be construed as impairing any rights or privileges of Hilcorp to the intended use of the Subject Pipelines.
8. This Agreement in no way grants consent for encroachment by or construction or installation of additional facilities on or under the Pipelines or within the Subject Pipelines.
9. WC acknowledges that the Pipelines may contain volatile and, in some instances, hazardous and toxic substances, which if released, can result in fire or explosions. WC further acknowledges that Hilcorp makes no representation as to the fitness of the Pipelines or the necessity, advisability, or safety of constructing roads, parking lots and/or installing facilities over or near the Pipelines.
10. Except as herein provided, WC will not at any time erect, construct, or create any buildings, improvements, structures, or obstructions of any kind either on, above, or below the Pipelines or cause or permit these things to be done by third parties, without

the express written consent of Hilcorp.

11. WC will be required to install matting or padding over the Pipelines to move equipment over or across the Subject Easements during construction.
12. WC shall indemnify, defend and hold Hilcorp, its parent, subsidiaries, affiliates, partners, co-owners, and joint ventures and its and their respective officers, directors, agents, employees, invitees, successors, and assigns (collectively "Hilcorp Indemnified Parties") from and against all loss, liability, damages, claims, suits, demands, costs, and expenses, including, reasonable attorney fees and court costs, and consequential damages incurred by Hilcorp or the Hilcorp Indemnified Parties or any third parties for (a) injury (including death) to the contractors, subcontractors, employees, invitees, and/or guests of WC arising out of or resulting from the construction, installation, maintenance, repair, operation, replacement, or removal of the Permitted Encroachments, except in the case of the gross negligence or willful misconduct of Hilcorp or any Hilcorp Indemnified Parties, or (b) loss of or damage to the Permitted Encroachments arising out of or resulting from the maintenance, repair, replacement, operation, or removal of the Pipelines or facilities associated therewith.
13. Unless otherwise specified in the Agreement, any notice, request, instruction, or other document to be given pursuant to this Agreement by either party to the other shall be in writing (a) delivered personally and acknowledged, (b) by facsimile, (c) by commercial courier, or (c) by certified mail, postage prepaid, return receipt requested, as follows:

If to WC, addressed to:

Attn:

If to Hilcorp, addressed to:

Hilcorp Energy I, L.P.

1111 Travis Street

Houston, Texas 77002

Attn: Operations Manager, East  
Texas Asset Team

Either party may change its representative or the address to which notice shall be directed by any form of written notice to the other party as specified above. Such change shall become effective ten (10) business days after receipt of such notice.

This Agreement and the terms and conditions hereof shall be binding upon and inure to the benefit of Hilcorp and WC and their respective affiliates, successors, beneficiaries, representatives, and assigns and shall run with the land subject hereto unless otherwise terminated as provided herein or unless WC voluntarily surrenders its rights hereunder by giving written notice of such surrender to Hilcorp.

IN WITNESS WHEREOF, the parties have executed this Pipeline Crossing and Encroachment Agreement this 2<sup>nd</sup> day of December, 2025.

WC

By: \_\_\_\_\_  
Name: J. Ross McCall, PE  
Title: Waller County Engineer

**HILCORP**

Hilcorp Energy I, LP, a Texas limited partnership

By: Hilcorp Energy Company, a Texas corporation,  
its general partner

By: \_\_\_\_\_  
Name: Curtis D. Smith  
Title: President

## ACKNOWLEDGEMENTS

STATE OF TEXAS §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of on behalf of \_\_\_\_\_

## My Commission Expires

## Notary Public

STATE OF TEXAS  
COUNTY OF HARRIS

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Curtis D. Smith, Senior Vice President of HILCORP ENERGY COMPANY, a Texas corporation, general partner of HILCORP ENERGY I, LP, a Texas limited partnership, on behalf of said corporation and said limited partnership.

## My Commission Expires

## Notary Public