

RIGHT-OF-WAY CONTRACT

STATE OF TEXAS

COUNTY OF BRAZORIA

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KNOW ALL MEN BY THESE PRESENTS:

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, GRAND SLAM SOLUTIONS, LLC herein referred to as "Grantor" whether one or more, does hereby GRANT, BARGAIN, SELL and CONVEY unto PHILLIPS 66 CARRIER, LLC, whose address is 2331 CityWest Blvd. Houston, TX 77042, and its successors and assigns, herein referred to as "Grantee", a thirty-foot (30') wide right-of-way on, over, through, upon, under and across the lands, as more particularly described in Exhibits "A" and "B" attached hereto and incorporated herein, for the right from time to time to survey, construct, lay, maintain, inspect, erect, alter, operate, protect, repair, replace with same or different size pipe, relay, relocate, mark, remove and/or abandon in place one (1) pipeline (the "Pipeline"), not to exceed twenty inches (20") in nominal pipe diameter, for the transportation of oil, gas or other hydrocarbons; above ground valves; appurtenances; cathodic protection equipment, including the necessary electric rectifiers mounted above ground on poles with wires connecting to a source of AC or DC electricity, generators; ground beds, cables and deep wells; communication lines; electric lines and appurtenances; and fences and structures to enclose above ground facilities at the sole discretion of Grantee (all of the above herein being collectively referred to as "Facilities").

Grantor does also hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee temporary workspace (and extra/additional temporary workspace, if any) (collectively, the "temporary workspace"), as more particularly described in Exhibits "A" and "B" attached hereto, as needed for construction, maintenance, repair, inspection, removal and replacement of the Facilities. Grantee shall have the right to use the temporary workspace 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 workspace prior to said period, then the temporary workspace shall immediately terminate.

Grantor further grants and conveys unto Grantee the right of unimpaired ingress and egress on, over, across and through the above described lands and right of way including lands owned, leased or claimed by Grantor which are adjacent or contiguous thereto, including the right to use existing roads on the above described lands, for all purposes necessary or incidental to the exercise of the rights herein granted.

Grantee shall have the right to clear all trees, undergrowth, brush, structures and other obstructions from the herein granted right-of-way. Grantor shall not impound water or build, construct, create or install, nor permit others to impound water or build, construct, create or install, any buildings, structures, fences, trees, engineering works, or any obstructions whatsoever on the herein granted right-of-way, and Grantor will not change the grade of the right-of-way without the express written consent of Grantee.

Grantee shall bury the Pipeline to 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 at a lesser depth.

Grantee shall have the right to remove any fence that now crosses or may cross the right-of-way. 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 initial construction 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. Each entry and exit gate shall be securely closed and locked, except when Grantee or its authorized personnel are actually passing through same.

Grantor shall retain all the oil, gas, and other minerals in, on and under the right-of-way; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the right-of-way, but it will be permitted to extract the oil and other minerals from and under the right-of-way by directional drilling and other means so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the right-of-way.

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, associated equipment and appurtenances thereto.

Grantee shall use the right-of-way solely for the purposes specified in this Right-of-Way Contract. There shall be no hunting or fishing on the right-of-way 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 right-of-way by Grantee, its officers, agents, employees, contractors, invitees, guests or representatives at any time.

Grantor agrees that any payment made hereunder by Grantee for the right-of-way includes full payment for all reasonably anticipated damages caused to the surface of Grantor's lands during the initial construction of the Facilities. Grantee agrees to pay a reasonable sum for any actual damage which may be done by Grantee to Grantor's growing crops, if any, located outside of the boundaries of the right-of-way, and to fences of Grantor caused by Grantee's maintenance operations; provided, however, that Grantee shall not be liable to Grantor for any damages caused on the right-of-way by keeping said right-of-way clear of trees, undergrowth, brush or obstructions in the exercise of the rights herein granted. Any payment due under this Right-of-Way Contract may be made directly to any Grantor if there be more than one.

Grantee shall restore the contour of the right-of-way, as near as reasonably practical to do so, upon completion of all construction, maintenance, replacement or removal operations.

Grantor shall have the right to fully use and enjoy said premises except as to the rights herein before granted and subject to the restrictions set forth herein. Grantor shall have the right, after prior written notice to Grantee and review and approval by Grantee thereof, to construct, reconstruct or maintain streets, sidewalks, roads or drives, road ditches, drainage ditches, and utilities, at any angle

of not less than Ninety (90) degrees to Grantee's Pipeline over and across the right-of-way, provided that all of Grantee's required and applicable spacings and crossing guidelines, including, without limitation, depth separation limits and other protective requirements are met by Grantor.

This Right-of-Way Contract constitutes the entire agreement and supersedes any and all prior oral understandings and/or agreements, if any, concerning the subject of this Right-of-Way Contract. 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 Right-of-Way Contract) in executing this Right-of-Way Contract, that Grantor is not relying upon any statement or representation of Grantee or any agent of Grantee and that Grantor's execution of this Right-of-Way Contract is free and voluntary; this Right-of-Way Contract 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.

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 RIGHT-OF-WAY CONTRACT).

The provisions of this Right-of-Way Contract are to be considered a covenant that runs with the land herein described, and the terms, conditions, and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto. The right-of-way and rights herein granted may be transferred, leased or assigned, from time to time, in whole or in part, and the rights herein granted, or any of them, may be exercised by any or all of the Grantees, their successors and/or assigns, either jointly or separately.

This Right-of-Way Contract may be signed in counterparts with the same effect as if each executing party signed one instrument.

EXECUTED on the dates set forth in the acknowledgments, but effective for all purposes as of the 14th day of June 2019 (the "Effective Date").

GRANTOR

Grand Slam Solutions, LLC

Michael J. Pierce

Michael J. Pierce

Printed Name

MANAGER

Title

GRANTEE

Phillips 66 Carrier, LLC

Printed Name

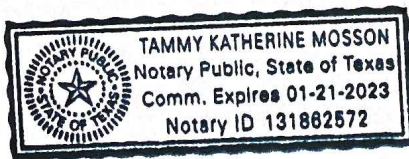
Title

STATE OF TEXAS

COUNTY OF Brazoria

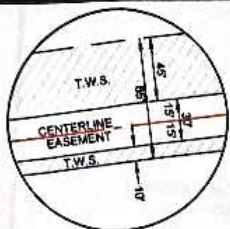
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On this 14th day of June 2019, _____ on behalf of Grand Slam Solutions, LLC personally appeared, who, being by me duly sworn did say that he/she executed the foregoing instrument, and acknowledged that he/she executed it as his/her free act and deed.



Tammy Katherine Mosson
NOTARY PUBLIC

Notary Public in and for Brazoria
County



DETAIL "A"
NOT TO SCALE

EXHIBIT "A"
PROPOSED EASEMENT CENTERLINE
957.0 FEET (58.00 RODS)
PROPOSED EASEMENT
0.66 ACRES (28710 SQ. FEET)
TEMPORARY WORKSPACE
1.27 ACRES (52446 SQ. FEET)
ADDITIONAL TEMPORARY WORKSPACE
0.27 ACRES (11624 SQ. FEET)

BF-BR-139.000
GRAND SLAM
SOLUTIONS, LLC
DOC# 2015023102
O.P.R.B.C.T.

POINT OF BEGINNING
NORTH: 13566391.25
EAST: 3043733.02
LAT: 29.00930679°N
LONG: -95.63537037°W

POINT OF TERMINATION
NORTH: 13566335.86
EAST: 3042798.80
LAT: 29.00922837°N
LONG: -95.63829709°W

S.M. WILLIAMS SURVEY
ABSTRACT No. 138

S47°22'37"E 634.2'
CO. RD. 707

DETAIL "A"
SEE ABOVE

S45°23'48"W
330.0'

1" PIPE FOUND

HUGH B. YOUNG AND
LINDA S. YOUNG
VOL. 1516, PG. 523
O.P.R.B.C.T.

1" PIPE FOUND

Line Table		
Line #	Direction	Length
L1	S83°49'01"W	795.2'
L2	N44°54'23"W	59.4'
L3	S83°21'08"W	102.4'

LEGEND

— EASEMENT CENTERLINE
— PROPERTY LINE
--- SURVEY/ABSTRACT LINE
I.R.F. IRON ROD FOUND

0' 100' 200'
GRAPHIC SCALE IN FEET

NOTES:

- 1) Bearings and Distances shown hereon are based upon NAD 83, South Central Zone of the Texas State Plane Coordinate System.
- 2) This plat was prepared without the benefit of a title commitment or abstract of title; there may be additional easements that are not shown hereon.
- 3) See sheet 2 of 2 for description.



BLUEFISH (C2G) PIPELINE
GRAND SLAM SOLUTIONS, LLC
BF-BR-139.000
BRAZORIA COUNTY, TX

DRAW BY: CC	CHKD BY: ACB	PROJECT NO: 18-1505
SCALE: 1"=200'	APPVD BY:	REVISION: 0
DATE: 02/20/2019	ACB	SHEET: 1 OF 2

EXHIBIT "A"

BEING A PROPOSED EASEMENT SITUATED WITHIN THE S.M. WILLIAMS SURVEY, ABSTRACT NO. 138 OF BRAZORIA COUNTY, TEXAS, SAME BEING A PORTION OF A TRACT OF LAND DESCRIBED TO GRAND SLAM SOLUTIONS, LLC. BY DEED RECORDED IN DOC. No. 2015023102 OF THE OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY, TEXAS, AND HAVING A CENTERLINE THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT (N: 13566391.25, E: 3043733.02) IN THE SOUTHEAST LINE OF SAID GRAND SLAM SOLUTIONS TRACT, FROM WHICH A 1-INCH PIPE FOUND ON SAID SOUTHEAST LINE BEARS S 45°23'48" W, A DISTANCE OF 330.0 FEET;

THENCE S 83°49'01" W, A DISTANCE OF 795.2 FEET TO A POINT;

THENCE N 44°54'23" W, A DISTANCE OF 59.4 FEET TO A POINT;

THENCE S 83°21'08" W, A DISTANCE OF 102.4 FEET TO THE POINT OF TERMINATION (N: 13566335.86, E: 3042798.80) OF SAID CENTERLINE AT THE SOUTHWEST LINE OF SAID GRAND SLAM SOLUTIONS TRACT, FROM WHICH A 1-INCH PIPE FOUND FOR THE SOUTH CORNER OF SAME BEARS S 47°22'37" E, A DISTANCE OF 634.2 FEET.

HAVING A TOTAL LENGTH OF 957.0 FEET, OR 58.00 RODS.
SAID PROPOSED EASEMENT CONTAINS 0.66 ACRES.

DESCRIPTION: TEMPORARY WORK SPACE

A TEMPORARY WORK SPACE HAVING A TOTAL FIFTY-FIVE FOOT WIDTH, EXTENDING FORTY-FIVE FEET NORTH OF AND TEN FEET SOUTH OF, ADJOINING AND PARALLEL WITH THE PREVIOUSLY DESCRIBED PROPOSED EASEMENT RIGHT-OF-WAY AS SHOWN ON "SHEET 1 OF 2"

SAID TEMPORARY WORK SPACE CONTAINS 1.27 ACRES.

DESCRIPTION: ADDITIONAL TEMPORARY WORK SPACE

ADDITIONAL TEMPORARY WORK SPACE, ADJOINING AND PARALLEL WITH THE PREVIOUSLY DESCRIBED PROPOSED EASEMENT RIGHT-OF-WAY AS SHOWN ON "SHEET 1 OF 2"

SAID ADDITIONAL TEMPORARY WORK SPACE CONTAINS 0.27 ACRES.

NOTES:

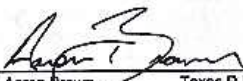
1) Bearings and Distances shown hereon are based upon NAD 83, South Central Zone of the Texas State Plane Coordinate System.

2) This plat was prepared without the benefit of a title commitment or abstract of title; there may be additional easements that are not shown hereon.

3) See sheet 1 of 2 for sketch.

CERTIFICATION:

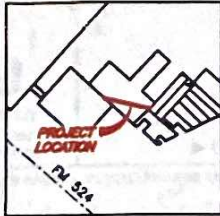
I hereby certify that this plat was made from a survey conducted on the ground under my supervision.


Aaron Brown 03/12/2018
6410 Southwest Blvd. Texas R.P.L.S. No. 6702
Suite 127
Fort Worth, TX 76109
Texas Firm 10184220

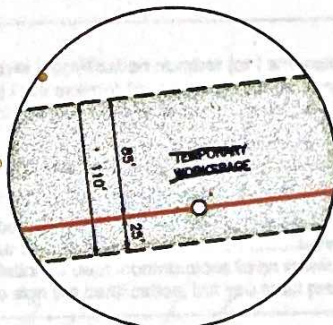
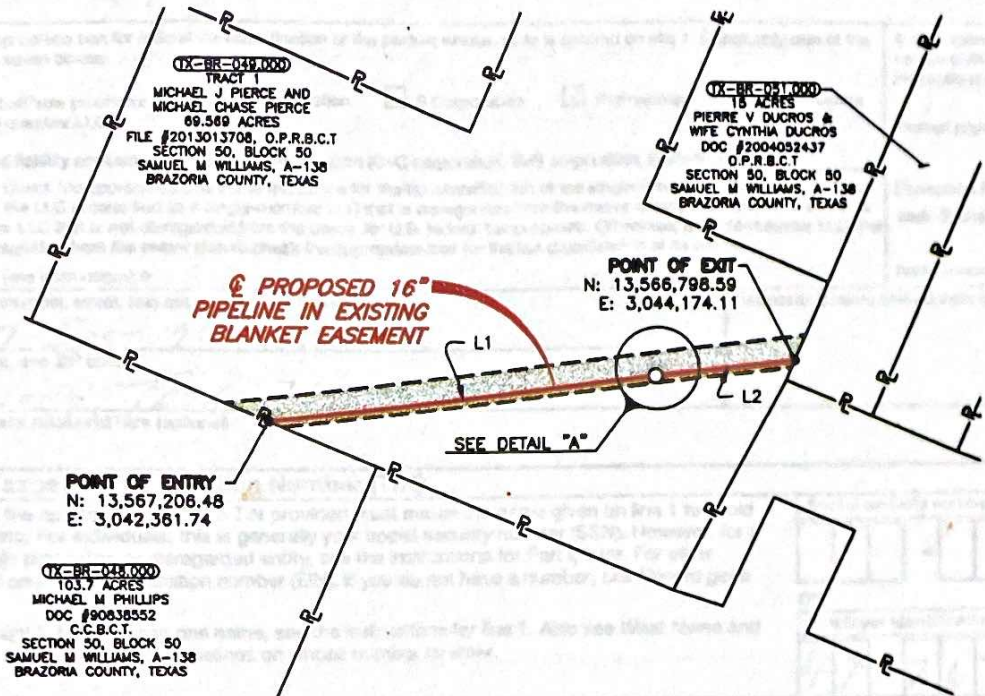


BLUEFISH (C2G) PIPELINE			
GRAND SLAM SOLUTIONS, LLC			
BF-BR-139.000			
BRAZORIA COUNTY, TX			
DRAWN BY	CC	CHECKED BY	ACB
SCALE	1"=200'	APPROVED BY	
DATE	02/20/2018	REVISION	0
		PROJECT NO.	18-1505
		SHEET	2 OF 2

BRAZORIA COUNTY, TEXAS
GRAND SLAM SOLUTIONS LLC PROPERTY
PARCEL ID NO. 162180
 CENTERLINE IS 1857.71± FEET OR 112.59± RODS



VICINITY
N.T.S.

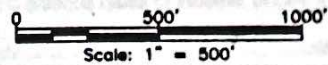


DETAIL "A"
SCALE: 1" = 100'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	S77°22'31"E	1,364.32'
L2	S77°08'19"E	493.39'

LEGEND

- FOUND MONUMENT
- X—X— FENCE
- SECTION LINE
- PROPERTY LINE
- DISTING. EASEMENT LINE
- R.O.W. RIGHT-OF-WAY
- VOL. PG. VOLUME, PAGE
- TEMPORARY WORKSPACE
- ADDITIONAL TEMPORARY WORKSPACE



NOTE

- ALL BEARINGS AND DISTANCES ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010, GEOID12B, U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS, DISTANCES ARE GRID.



SWEENEY HUB PHASE 2

LAND OWNER EXHIBIT OF PROPOSED
 PIPELINE ACROSS
 GRAND SLAM SOLUTIONS LLC PROPERTY

BRAZORIA COUNTY				TEXAS			
ORDER BY VT		CHK'D BY RHE		PARCEL ID: 162180			
SCALE 1"=500'		APPROV BY AFS					
DATE 03/01/18				SECTION A SHEET 1 OF 1			



TX-BR-049.000 Grand Slam Solutions

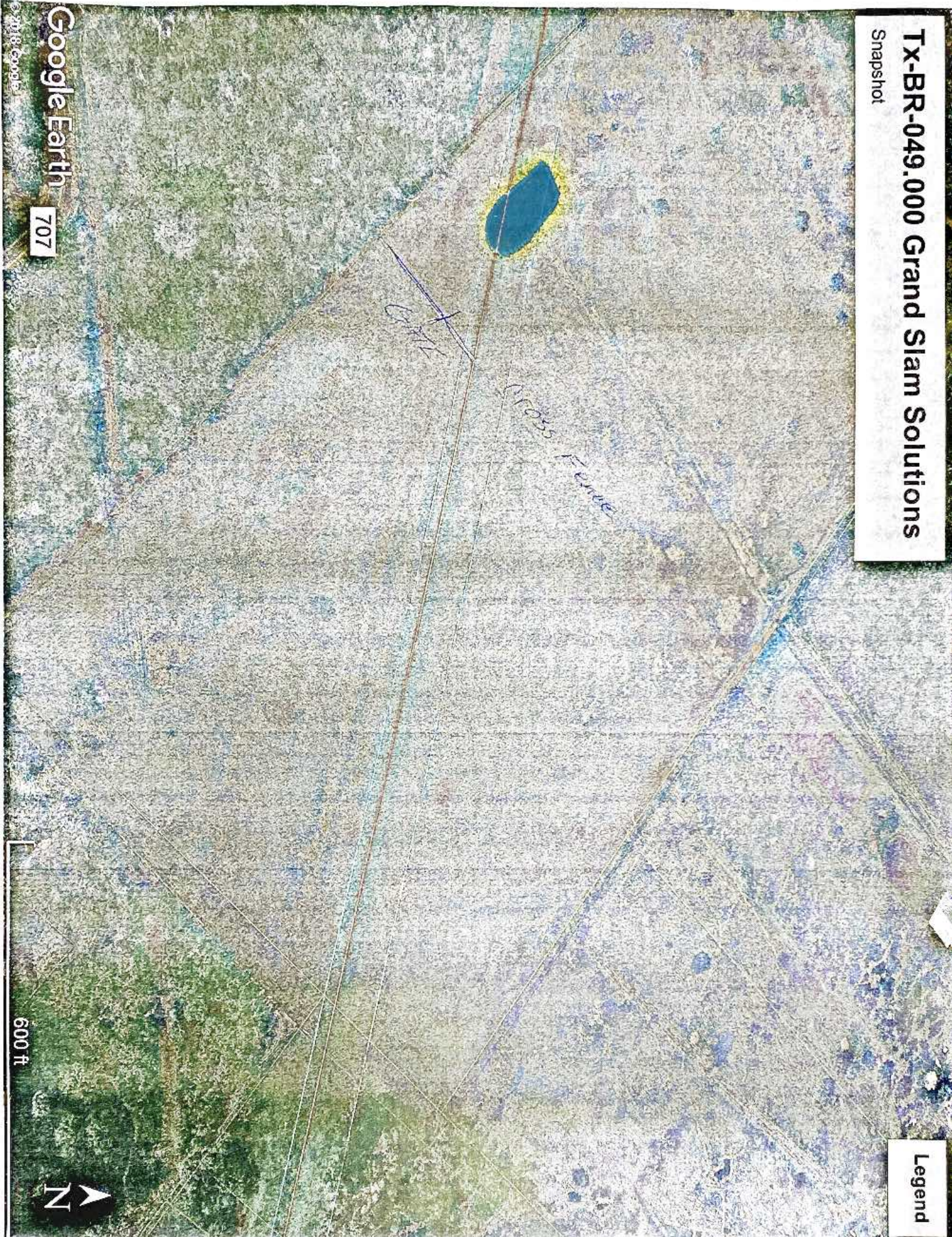
Snapshot

Legend

Google Earth

707

600 ft



291/357 357

TX-BR-048.000

TX-BR-049.000

THE STATE OF MISSOURI)
COUNTY OF DAVIESS)

BEFORE ME, a notary Public of the County of Daviess in the State of Missouri, on this day personally appeared Ros Ann Alexander known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office, this 19 day of April A. D. 1937.

(SEAL) E D Mann, Notary Public in and for Daviess County, Mo.

My Commission Expires Feb. 7, 1939

Filed for Record at 8:30 o'clock A. M. Jul 7. 1937 H. R. Stevens, Clerk County Court
Brazoria County, Texas By Bob. Monahan, Deputy.

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5681

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

KNOW ALL MEN BY THESE PRESENTS: THAT FOR AN IN CONSIDERATION OF Twenty-three & 03/100 (\$23.03) Dollars to me paid, the receipt of which is hereby acknowledged, I, R. D. MacDonald do hereby grant and convey to Harrison Oil Company, a corporation organized under the laws of the State of Texas, with its principal office at Houston, Texas, successors and assigns, the right of way, easement and privilege, to lay, repair, maintain, operate and remove pipe lines for the transportation of oil, gas, water, or any other fluid or substance, and erect, maintain and operate in connection therewith a telegraph line and a telephone line if the same be found necessary, over and through my lands; described herein, to-wit:

Said lands lying within Brazoria County, Texas, and bounded and described as follows:

On the north by the lands of Northwest line of S. M. Williams Log.

On the east by the lands of F. R. Miller-H. B. Pike

On the south by the lands of Esther B. Reynolds- A. C. Woolsey-Lula Woolsey

On the west by the lands of Jacob Treone - J. W. Alexander

Containing 116.8 acres in S. M. Williams Log survey, and more fully described in deed from ___ to ___ recorded in Vol. __, Page __, Deed Records of ___ County, Texas, with ingress and egress to and from the same.

TO HAVE AND TO HOLD UNTO said Harrison Oil Company its successors and assigns, so long as such line or lines shall be maintained for the purpose of constructing, inspecting, repairing, operating and maintaining the same and the removal of such at will, in whole or in part. The said Grantor to fully use and enjoy the said premises, except for the purposes hereinbefore granted to said Harrison Oil Company who hereby agrees to pay any damages which may arise to crops or fences from the laying, erecting, maintaining and operating of said pipe, telegraph and telephone lines; said damages if not mutually agreed upon to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantor, his heirs or assigns; one by Harrison Oil Company or its successors and assigns; and the third by the two so appointed as aforesaid, and the written award of such three persons, shall be final and conclusive. Should more than one pipe line be laid under this grant at any time, Twenty-five Cents per rod shall be paid for each additional line so laid, besides the damage above provided for. It is further agreed that said pipes shall be buried to a sufficient depth so as not to interfere with cultivation of soil.

It is hereby understood that party securing this grant in behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS my hand, this 12th day of March, 1937.

R. D. MacDonald

THE STATE OF TEXAS)
COUNTY OF HARRIS)

BEFORE ME, A Notary Public, in and for said County and State, on this day personally appeared R. D. MacDonald known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office, this 13 day of March, A. D. 1937.

(SEAL) Myrtle Mancias, Notary Public, Harris County, Tex.

Filed for Record at 8:30 o'clock A. M. Jul 7, 1937 H. R. Stevens, Clerk County Court
Brazoria County, Texas By Bob Monarch, Deputy

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5682

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

KNOW ALL MEN BY THESE PRESENTS: THAT FOR AND IN CONSIDERATION OF Twenty-Three & 72/100 (\$23.72) Dollars to us paid, the receipt of which is hereby acknowledged, I, Mrs. Della Woolsey, Individually and as Administratrix of the Estate of Jacob Treon, deceased do hereby grant and convey to Harrison Oil Company, a corporation organized under the laws of the State of Texas, with its principal office at Houston, Texas, successors and assigns, the right of way, easement and privilege, to lay, repair, maintain, operate and remove pipe lines for the transportation of oil, gas, water, or any other fluid or substance, and erect, maintain and operate in connection therewith a telegraph line and a telephone line if the same be found necessary, over and through their lands; described herein, to-wit:

Said lands lying within Brazoria County, Texas, and bounded and described as follows:

On the northwest by the lands of J. W. Alexander

On the southeast by the lands of Mrs. Esther B. Reynolds and L. J. McNeill

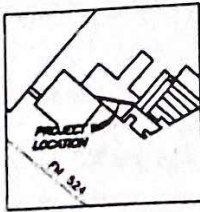
On the northeast by the lands of R. D. MacDonald

On the southwest by the lands of Mrs. Eloise Martin

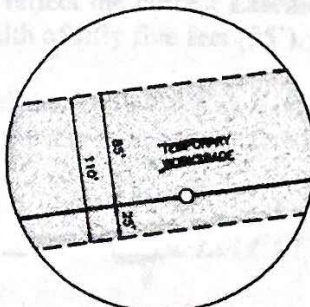
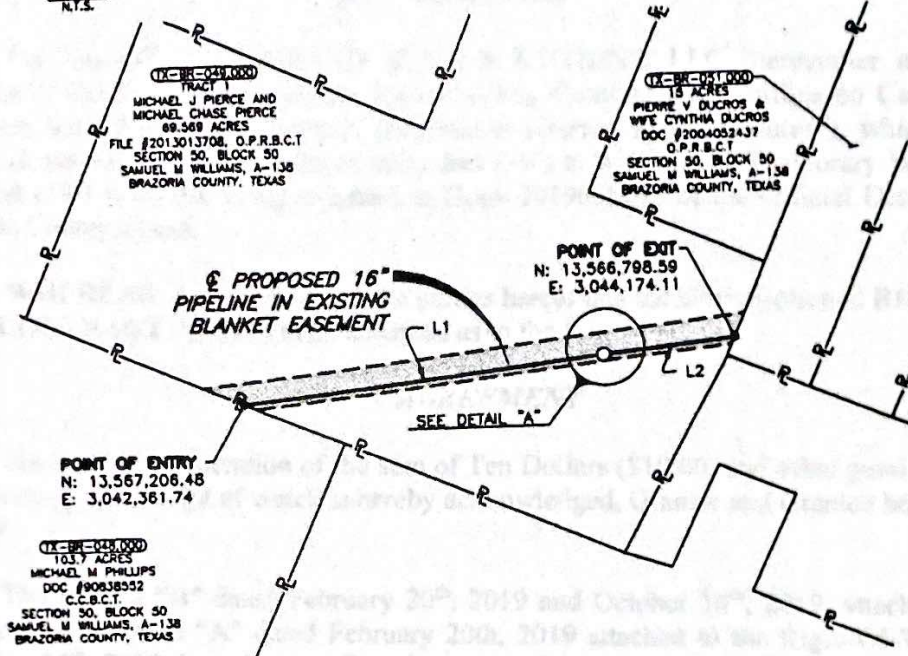
Containing ___ acres in S. M. Williams survey and more fully described in deed from ___ to ___ recorded in Vol. ___, page ___, Deed Records of ___ County, Texas, with ingress and egress to and from the same.

TO HAVE AND TO HOLD unto said Harrison Oil Company its successors and assigns, so long as such line or lines shall be maintained for the purpose of constructing, inspecting, repairing, operating and maintaining the same and the removal of such at will, in whole or in part. The said Grantors to fully use and enjoy the said premises, except for the purposes hereinbefore granted to said Harrison Oil Company who hereby agrees to pay any damages which may arise to crops or fences from the laying, erecting, maintaining and operating of said pipe, telegraph and telephone lines; said damages if not mutually agreed upon to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantors, their heirs or assigns; one by Harrison Oil Company or its successors or assigns; and the third by the two so appointed as aforesaid, and the written award of such three persons, shall be final and conclusive. Should more than one pipe line be laid under this grant at any time, Twenty-five Cents per rod shall be paid for each additional line so laid, besides the damage above provided for. It is further agreed that said pipes shall be buried to a sufficient depth so as not to interfere with cultivation of soil.

BRAZORIA COUNTY, TEXAS
GRAND SLAM SOLUTIONS LLC PROPERTY
PARCEL ID NO. 162160
 CENTERLINE IS 1857.71± FEET OR 112.59± RODS



VICINITY
N.T.S.



LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	S77°22'51"E	1,364.32'
L2	S77°08'19"E	483.38'

LEGEND

- FOUND WORKPOINT
- X-X- FENCE
- - - SECTION LINE
- - - PROPERTY LINE
- - - EXISTING EASEMENT LINE
- R.O.W. RIGHT-OF-WAY
- VOL. PG. VOLUME, PAGE
- TEMPORARY WORKSPACE
- ADDITIONAL TEMPORARY WORKSPACE

0 500' 1000'
 Scale: 1" = 500'

NOTE
 1. ALL BEARINGS AND DISTANCES ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010, GEOID12B, U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS, DISTANCES ARE GRID.



REV	DESCRIPTION	BY	DATE	CHK'D	APPR.
A	ISSUED FOR REVIEW	VT	04/17/18	RHE	AFS
PROJECT NO. 017541-001					

SWEENEY HUB PHASE 2
 LAND OWNER EXHIBIT OF PROPOSED PIPELINE ACROSS GRAND SLAM SOLUTIONS LLC PROPERTY
 BRAZORIA COUNTY TEXAS

PARCEL ID: 162160

DATE: 03/01/18

REVISION: A SHEET 1 OF 1

COPY

GRANTED **AMENDMENT TO RIGHT-OF-WAY-CONTRACT**

Phillips 66 Carrier, LLC
THE STATE OF TEXAS §

COUNTY OF BRAZORIA §

RECITALS

On June 14th, 2019, GRAND SLAM SOLUTIONS, LLC (hereinafter referred to as "Grantor"), entered into that certain Right-Of-Way-Contract with Phillips 66 Carrier, LLC, a Delaware limited liability company, (hereinafter referred to as "Grantee"), which agreement granted a non-exclusive Easement of thirty feet (30') in width and a Temporary Work Space of fifty feet (55') in width, being recorded in Doc# 2019058245 of the Official Deed Records of Brazoria County Texas.

WHEREAS, it is the desire of the parties hereto that the aforementioned **RIGHT OF WAY CONTRACT** Agreement be amended as to the following:

AGREEMENT

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. The Exhibit "B" dated February 20th, 2019 and October 16th, 2019, attached hereto, is substituted for Exhibit "A" dated February 20th, 2019 attached to the Right-Of-Way-Contract dated June 14th, 2019, in order to reflect the correct Easement width of thirty feet (30') and the correct Temporary work space width of fifty five feet (55').
2. All terms and conditions of the Right-Of-Way-Contract dated June 14th, 2019 are ratified and confirmed and shall apply to the amendment contained in this AMENDMENT TO RIGHT-OF-WAY-CONTRACT.

EXECUTED this 13th day of January, 2020.

GRANTOR:

Grand Slam Solutions, LLC

Printed Name

Title

GRANTEE:

Phillips 66 Carrier, LLC

Printed Name

Title

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF Brazoria

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On this 13th day of January 2020, _____ on behalf of Grand Slam Solutions, LLC personally appeared, who, being by me duly sworn did say that he/she executed the foregoing instrument, and acknowledged that he/she executed it as his/her free act and deed.

Jammy Katherine Messon
NOTARY PUBLIC

Notary Public in and for Brazoria
County

ACKNOWLEDGEMENT

STATE OF TEXAS

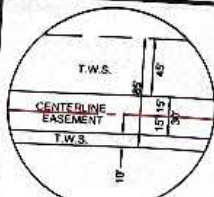
COUNTY OF HARRIS

§
§
§

On this _____ day of _____ 2020, _____ known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-in-Fact, of Phillips 66 Carrier, LLC, and acknowledged that he, as such Attorney-in-Fact, being authorized so to do, executed the foregoing instrument as the act of his principal for the purposes therein contained, by signing the name of the said Limited Liability Company by himself as Attorney-in-Fact.

NOTARY PUBLIC

Notary Public in and for Harris County



DETAIL "A"
NOT TO SCALE

EXHIBIT "B"
PROPOSED EASEMENT CENTERLINE
497.1 FEET (30.13 RODS)
PROPOSED EASEMENT
0.34 ACRES (14,913 SQ. FEET)
TEMPORARY WORKSPACE
0.55 ACRES (24,155 SQ. FEET)

BF-BR-138.000
GRAND SLAM
SOLUTIONS, LLC
DOC# 2015023102
O.P.R.B.C.T.

S.M. WILLIAMS SURVEY
ABSTRACT No. 138

1-1/2" IRON
PIPE FOUND

GRAND SLAM
SOLUTIONS, LLC
DOC# 2015023102
O.P.R.B.C.T.

Line Table		
Line No.	Bearing	Distance
L1	S83°28'15"W	497.1'

POINT OF BEGINNING
NORTH: 13566423.86
EAST: 3043766.08
LAT: 29.00939382°N
LONG: -95.63526402°W

POINT OF TERMINATION
NORTH: 13566367.34
EAST: 3043272.21
LAT: 29.00927749°N
LONG: -95.63681367°W

1" PIPE FOUND

HUGH B. YOUNG AND
LINDA S. YOUNG
VOL. 1516, PG. 523
O.P.R.B.C.T.



www.landpoint.net (800) 348-5254

NOTES:

1) Bearings and Distances shown hereon are based upon NAD 83, South Central Zone of the Texas State Plane Coordinate System.

2) This plat was prepared without the benefit of a title commitment or abstract of title; there may be additional easements that are not shown hereon.

3) See sheet 2 of 2 for description.

LEGEND

— EASEMENT CENTERLINE
— PROPERTY LINE
--- SURVEY/ABSTRACT LINE
I.R.F. IRON ROD FOUND

0' 100' 200'
GRAPHIC SCALE IN FEET

BLUEFISH (C2G) PIPELINE
GRAND SLAM SOLUTIONS LLC
BF-BR-138.000
BRAZORIA COUNTY, TX

DRAWN BY	CC	CHK'D BY	MD	PROJECT NO.	18-1505
SCALE	1"=200'	APPROVED BY	MD	REVISION	1
DATE	02/20/2019			SHEET	1 OF 2

EXHIBIT "B"

BEING A PROPOSED EASEMENT SITUATED WITHIN THE S.M. WILLIAMS SURVEY, ABSTRACT NO. 138 OF BRAZORIA COUNTY, TEXAS, SAME BEING A PORTION OF A TRACT OF LAND DESCRIBED TO GRAND SLAM SOLUTIONS LLC. BY DEED RECORDED IN DOC. No. 2015023102 OF THE OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY, TEXAS, AND HAVING A CENTERLINE THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT (N: 13566423.86, E: 3043766.08) THE SOUTHEAST LINE OF SAID GRAND SLAM SOLUTIONS TRACT, FROM WHICH A 1-INCH PIPE FOUND FOR THE SOUTH CORNER OF SAME BEARS S 45°23'48" W, A DISTANCE OF 376.57;

THENCE S 83°28'15" W, A DISTANCE OF 497.1 FEET TO THE POINT OF TERMINATION (N: 13566367.34, E: 3043272.21) OF SAID CENTERLINE AT THE SOUTHWEST LINE OF SAME TRACT, FROM WHICH A 1-1/2-INCH PIPE FOUND IN THE SOUTHWEST LINE OF SAME BEARS N 47°22'37" W, A DISTANCE OF 830.8 FEET.

HAVING A TOTAL LENGTH OF 497.1 FEET, OR 30.13 RODS.
SAID PROPOSED EASEMENT CONTAINS 0.34 ACRES.

DESCRIPTION: TEMPORARY WORK SPACE

A TEMPORARY WORK SPACE HAVING A TOTAL FIFTY-FIVE FOOT WIDTH, EXTENDING FORTY-FIVE FEET SOUTH OF AND TEN FEET NORTH OF, ADJOINING AND PARALLEL WITH THE PREVIOUSLY DESCRIBED PROPOSED EASEMENT RIGHT-OF-WAY AS SHOWN ON "SHEET 1 OF 2"

SAID TEMPORARY WORK SPACE CONTAINS 0.55 ACRES.

NOTES:

- 1) Bearings and Distances shown hereon are based upon NAD 83, South Central Zone of the Texas State Plane Coordinate System.
- 2) This plat was prepared without the benefit of a title commitment or abstract of title; there may be additional easements that are not shown hereon.
- 3) See sheet 1 of 2 for sketch.

CERTIFICATION:

I hereby certify that this plat was made from a survey conducted on the ground under my supervision.

James Michael Denney
525 Sawdust Road
Suite 200
The Woodlands, TX 77380
(832) 952-0309
Texas Firm: 10194172

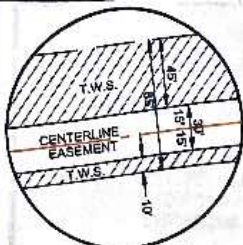
Texas R.P.L.S. No. 5414



www.landpoint.net (800) 348-5254

BLUEFISH (C2G) PIPELINE
GRAND SLAM SOLUTIONS LLC
BF-BR-138.000
BRAZORIA COUNTY, TX

DRAW BY	CC	CHK'D BY	MD	PROJECT NO.	18-1505
SCALE	1"=200'	APP'VD BY		REVISION	1
DATE	02/20/2019	MD		SHEET	2 OF 2



DETAIL "A"
NOT TO SCALE

EXHIBIT "A"
PROPOSED EASEMENT CENTERLINE
957.0 FEET (58.00 RODS)
PROPOSED EASEMENT
0.66 ACRES (28710 SQ. FEET)
TEMPORARY WORKSPACE
1.27 ACRES (52448 SQ. FEET)
ADDITIONAL TEMPORARY WORKSPACE
0.27 ACRES (11624 SQ. FEET)

BF-BR-139.000
GRAND SLAM
SOLUTIONS, LLC
DOC# 2015023102
O.P.R.B.C.T.

POINT OF BEGINNING
NORTH: 13566391.25
EAST: 3043733.02
LAT: 29.00930679°N
LONG: -95.63537037°W

POINT OF TERMINATION
NORTH: 13566335.86
EAST: 3042798.80
LAT: 29.00922837°N
LONG: -95.63829709°W

S.M. WILLIAMS SURVEY
ABSTRACT No. 138

DETAIL "A"
SEE ABOVE

S45°23'48"W
330.0'

1" PIPE FOUND

HUGH B. YOUNG AND
LINDA S. YOUNG
VOL. 1516, PG. 523
O.P.R.B.C.T.

1" PIPE FOUND

Line Table		
Line #	Direction	Length
L1	S83°49'01"W	795.2'
L2	N44°54'23"W	59.4'
L3	S83°21'08"W	102.4'

LEGEND

— EASEMENT CENTERLINE
— PROPERTY LINE
--- SURVEY/ABSTRACT LINE
I.R.F. IRON ROD FOUND

0' 100' 200'
GRAPHIC SCALE IN FEET

NOTES:

- 1) Bearings and Distances shown hereon are based upon NAD 83, South Central Zone of the Texas State Plane Coordinate System.
- 2) This plat was prepared without the benefit of a title commitment or abstract of title; there may be additional easements that are not shown hereon.
- 3) See sheet 2 of 2 for description.



BLUEFISH (C2G) PIPELINE			
GRAND SLAM SOLUTIONS, LLC			
BF-BR-139.000			
BRAZORIA COUNTY, TX			
DRAWN BY	CC	CHECKED BY	ACB
SCALE	1"=200'	APPROVED BY	
DATE	02/20/2019	ACB	
PROJECT NO.		18-1505	
REVISION		0	
SHEET		1 OF 2	

EXHIBIT "A"

BEING A PROPOSED EASEMENT SITUATED WITHIN THE S.M. WILLIAMS SURVEY, ABSTRACT NO. 138 OF BRAZORIA COUNTY, TEXAS, SAME BEING A PORTION OF A TRACT OF LAND DESCRIBED TO GRAND SLAM SOLUTIONS, LLC. BY DEED RECORDED IN DOC. No. 2015023102 OF THE OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY, TEXAS, AND HAVING A CENTERLINE THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT (N: 13566391.25, E: 3043733.02) IN THE SOUTHEAST LINE OF SAID GRAND SLAM SOLUTIONS TRACT, FROM WHICH A 1-INCH PIPE FOUND ON SAID SOUTHEAST LINE BEARS S 45°23'48" W, A DISTANCE OF 330.0 FEET;

THENCE S 83°49'01" W, A DISTANCE OF 795.2 FEET TO A POINT;

THENCE N 44°54'23" W, A DISTANCE OF 59.4 FEET TO A POINT;

THENCE S 83°21'08" W, A DISTANCE OF 102.4 FEET TO THE POINT OF TERMINATION (N: 13566335.86, E: 3042798.80) OF SAID CENTERLINE AT THE SOUTHWEST LINE OF SAID GRAND SLAM SOLUTIONS TRACT, FROM WHICH A 1-INCH PIPE FOUND FOR THE SOUTH CORNER OF SAME BEARS S 47°22'37" E, A DISTANCE OF 634.2 FEET.

HAVING A TOTAL LENGTH OF 957.0 FEET, OR 58.00 RODS.
SAID PROPOSED EASEMENT CONTAINS 0.66 ACRES.

DESCRIPTION: TEMPORARY WORK SPACE

A TEMPORARY WORK SPACE HAVING A TOTAL FIFTY-FIVE FOOT WIDTH, EXTENDING FORTY-FIVE FEET NORTH OF AND TEN FEET SOUTH OF, ADJOINING AND PARALLEL WITH THE PREVIOUSLY DESCRIBED PROPOSED EASEMENT RIGHT-OF-WAY AS SHOWN ON "SHEET 1 OF 2"

SAID TEMPORARY WORK SPACE CONTAINS 1.27 ACRES.

DESCRIPTION: ADDITIONAL TEMPORARY WORK SPACE

ADDITIONAL TEMPORARY WORK SPACE, ADJOINING AND PARALLEL WITH THE PREVIOUSLY DESCRIBED PROPOSED EASEMENT RIGHT-OF-WAY AS SHOWN ON "SHEET 1 OF 2"

SAID ADDITIONAL TEMPORARY WORK SPACE CONTAINS 0.27 ACRES.

NOTES:

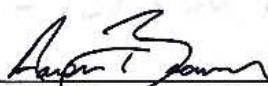
1) Bearings and Distances shown hereon are based upon NAD 83, South Central Zone of the Texas State Plane Coordinate System.

2) This plat was prepared without the benefit of a title commitment or abstract of title; there may be additional easements that are not shown hereon.

3) See sheet 1 of 2 for sketch.

CERTIFICATION:

I hereby certify that this plat was made from a survey conducted on the ground under my supervision.


Aaron C. Brown
6410 Southwest Blvd,
Suite 127
Fort Worth, TX 76109
Texas Firm: 10194220
03/12/2018
Texas R.P.L.S. No. 6702



BLUEFISH (C2G) PIPELINE
GRAND SLAM SOLUTIONS, LLC
BF-BR-139.000
BRAZORIA COUNTY, TX

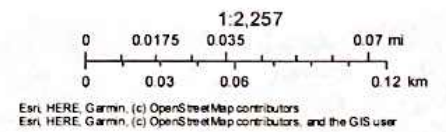
DRAWN BY	CC	CHECKED BY	ACB	PROJECT NO.	18-1505
SCALE	1"=200'	APPROVED BY		REVISION	0
DATE	02/20/2019	ACB		SHEET	2 OF 2

ArcGIS Web Map



June 12, 2019

- | | | | |
|---------------|--------------|----------------------|-------|
| ○ Mile Posts | —+ Railroads | — Potential Reroutes | — ECO |
| ⊗ Valve | — Roads | HCA DATA | — OPA |
| — AccessRoads | — Route | — CNW | |



Web App Builder for ArcGIS