

ROAD EASEMENT AGREEMENT
(For Private Road)

THE STATE OF TEXAS §
 §
COUNTIES OF GALVESTON §
AND BRAZORIA §

KNOW ALL BY THESE PRESENTS:

This ROAD EASEMENT AGREEMENT (“**Easement Agreement**”) is made, dated and effective this 1st day of March, 2022 (the “**Effective Date**”) by and between **HALL’S BAYOU RANCH, INC.**, a Texas corporation and **Bayou Land & Cattle, Inc.**, a Texas corporation (“**Grantor**”) and **BP AMERICA PRODUCTION COMPANY**, a Delaware corporation (“**Grantee**”). Grantor and Grantee may hereinafter sometimes be referred to, collectively, as the “**Parties**” and, individually, as a “**Party**.”

RECITALS

A. Pursuant to the terms of that certain Surface Use and Access Agreement dated effective March 1, 2022 entered into by and between Grantor and Grantee, a memorandum of which is recorded in the real property records of Galveston and Brazoria Counties, Texas (the “**Surface Agreement**”), Grantor has granted Grantee use of and access to real property owned by Grantor as more particularly described in the Surface Agreement (the “**Land**”) on the terms set forth in the Surface Agreement for the purpose of developing and operating a carbon capture, utilization and storage project (“**CCUS Project**”), including associated facilities and equipment as more particularly described in the Surface Agreement (“**CCUS Facilities**”).

B. Grantor and Grantee desire to enter into this Easement Agreement in order to allow Grantee to construct, use and maintain a new road on that portion of the Land more particularly described on Exhibit “A” attached hereto and made a part hereof to provide vehicular and pedestrian access to Grantee’s CCUS Facilities. In addition to the right of Grantee to construct a new road on the property of Grantee BP wishes to use an existing road on the Land more particularly described on Exhibit “A-1” attached hereto and made a part hereof (together with the land described on Exhibit “A,” the “**Easement Area**”).

NOW, THEREFORE, for and in consideration of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. **Easement Grant.** Grantor hereby GRANTS and CONVEYS to Grantee, its successors and assigns a non-exclusive easement and right-of-way (the “**Easement**”) to use, maintain, repair, and replace (with necessary ditches, bridges, and other appurtenances) the existing road located in Easement Area (the “**Existing Road**”) and to construct, use, maintain, repair, and replace (with necessary ditches, bridges, and other appurtenances) a road within the Easement Area 40’ wide (together with the Existing Road, the “**Road**”) for travel to and from Grantee’s CCUS Facilities in accordance with the terms and conditions set forth herein.

CERTIFIED COPY CERTIFICATE

STATE OF TEXAS
COUNTY OF GALVESTON

The foregoing is a true and correct photographic copy of the original record now in my lawful custody and possession, as the same is recorded in the Official Public Records in my office and having Identification Number as stamped hereon

I hereby certify on June 10, 2022



DWIGHT D SULLIVAN, COUNTY CLERK
GALVESTON COUNTY, TEXAS

BY: Nicole Grimm DEPUTY
Nicole Grimm

2. **Grantor's Use.** Grantor hereby specifically reserves to itself, its successors and assigns, the full, free and perpetual right and privilege, in common with Grantee, to use the Road and the Easement Area by foot, vehicular and animal traffic and for any other purpose desired by Grantor, so long as such use by Grantor does not prevent nor unreasonably interfere with the use of the Easement Area by Grantee.

3. **Road Construction and Maintenance; Restoration Obligations.** Grantee shall construct, maintain, repair and replace the Road in the Easement Area in accordance with the specifications and requirements set forth on Exhibit "B" attached hereto and made a part hereof ("**Grantor's Road Specifications**"). Upon the completion of any Work, including any maintenance, repairs, upgrades or other work related thereto, Grantee shall promptly repair any damage to the Easement Area and/or any other portion of the Land affected thereby, to restore such property to substantially the same condition it was in prior to the commencement of any such installation/construction, maintenance, repairs, upgrades or other work. All improvements made by Grantee in the Easement Area pursuant to this Easement Agreement shall become Grantor's property and shall remain upon the Easement Area after any termination of the Easement unless the removal of the same is requested by Grantor by written notice to Grantee prior to the termination of the Easement, in which case Grantee shall remove the same prior to such termination and, to the extent possible, restore the applicable portion(s) of the Easement Area to substantially the same condition existing on the Effective Date.

4. **Requirements of Governmental Agencies; Cooperation.** Grantor shall assist and fully cooperate with Grantee, at no out-of-pocket expense to Grantor, in complying with or obtaining from any governmental entity or agency having jurisdiction over the Land, any and all permits or approvals required for the Grantee's activities under this Easement Agreement. In connection with any applications for such approvals, Grantor agrees at Grantee's request to cooperate and assist Grantee in connection with such application (at no out-of-pocket expense to Grantor) at any administrative, judicial or legislative level, including, as applicable, by executing any applications or other documents required to obtain such permits or approvals.

5. **Notices.** All notices required to be given hereunder, or given in regard to this Easement Agreement by one Party to the other, shall be in writing and the same shall be given and be deemed to have been served, given and received (i) if delivered by hand or e-mail, when delivered in person or the transmission or the e-mail is received at the address or e-mail address set forth hereinafter for the Party to whom notice is given, or (ii) if mailed, when placed in the United States mail, postage pre-paid, by certified mail, return receipt requested, addressed to the Party at the address hereinafter specified. Any Party may change its address or e-mail address for notices by giving five (5) days advance written notice to the other Party hereto in the manner provided for herein. Until changed in the manner provided herein, the Parties' respective addresses, facsimile numbers and e-mail addresses for notices hereunder are as follows:

-2-

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COUNTY OF GALVESTON

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DWIGHT D SULLIVAN, COUNTY CLERK
GALVESTON COUNTY, TEXAS

BY: Nicole Grimm DEPUTY
Nicole Grimm

If to Grantor:

Hall's Bayou Ranch, Inc.
P.O. Box 1408
Santa Fe, TX 7751
Attn: Dennis Jones
E-mail: dajventures@aol.com

With a copy to:

Morgan D. Bishop
P.O. Box 217
Purvis, MS 39475
bishop@duckerlawfirm.com

If to Grantee:

BP America Production Company
Attn: Business Development – Land
1700 Platte St.
Denver, CO 80207
Attn: Stephanie Gannaway
E-mail: Stephanie.Gannaway@bpx.com

With a copy to:

Attn: Legal
15377 Memorial Drive
Houston, TX 77079
Attn: Triscilla Taylor
Telephone: (281) 810-6137
E-mail: Triscilla.taylor@bpx.com

6. **Assignment.** The provisions of the Surface Agreement which govern assignment of the Surface Agreement by Grantee shall govern the assignment of the Easement Agreement by Grantee as if such provisions were fully stated herein with respect to the Easement Agreement. Grantee shall give notice of such action (including the address of the assignee thereof for notice purposes) to Grantor, provided that failure to give such notice shall not constitute a default under this Easement Agreement but rather shall only have the effect of not binding Grantor with respect to such assignment until such notice shall have been given. Grantee shall provide a copy of the Surface Agreement, if still in effect, to any assignee. The assignor under any assignment hereunder shall be released from obligations and liabilities. Grantor's rights and obligations under this Easement Agreement shall not be transferred or assigned except in connection with any transfer of any interest of Grantor in the Land, it being understood and agreed that any person or entity acquiring any interest of Grantor in the Land shall acquire title to such interest subject to the terms and provisions of this Easement Agreement, which shall be binding upon such transferee as if such transferee had executed this Easement Agreement.

-3-

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STATE OF TEXAS
COUNTY OF GALVESTON

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DWIGHT D SULLIVAN, COUNTY CLERK
GALVESTON COUNTY, TEXAS

BY: Nicole Grimm DEPUTY
Nicole Grimm

7. **Miscellaneous.**

7.1. **Successors and Assigns.** The provisions of this Easement Agreement and the Easement granted herein shall run with the land and be binding on and inure to the benefit of the Parties and their respective successors and assigns.

7.2. **Entire Agreement; Amendments.** Subject to Section 8 below, this Easement Agreement constitutes the entire agreement between Grantor and Grantee respecting its subject matter. Any agreement, understanding or representation respecting the Land, the Easement, or any other matter referenced herein not expressly set forth in this Easement Agreement or a subsequent writing signed by both parties is null and void. This Easement Agreement shall not be modified or amended, except in writing signed by both parties. No purported modifications or amendments, including any oral agreement, course of conduct or absence of a response to a unilateral communication, shall be binding on either Party.

7.3. **Force Majeure.** If performance of this Easement Agreement or of any obligation hereunder is prevented or substantially restricted or interfered with by reason of an event of Force Majeure (defined below), the affected Party, upon giving notice to the other Party, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or interference. The affected Party shall use its reasonable efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder whenever such causes are removed. As used herein, "**Force Majeure**" means flood, drought, earthquake, storm, fire, tornado, lightning, windstorm, unusually inclement weather or other natural catastrophe; acts of God, casualty or accident; pandemic; war, sabotage, vandalism, civil strife or other violence; strikes or labor disputes; supply chain or transportation delays or disruptions; any law, order, proclamation, regulation, ordinance, action, demand or requirement of any government agency or utility; or any other act or condition beyond the reasonable control of a Party hereto.

7.4. **Construction.** The Parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either party shall not be employed in the interpretation of this Easement Agreement. No waiver by a Party of any provision of this Easement Agreement shall be deemed to be a waiver of any other provision hereof. The use of the neuter gender includes the masculine and feminine, and the singular number includes the plural, and vice versa, whenever the context so requires. The terms "include," "includes" and "including", as used herein, are without limitation. Captions and headings used herein are for convenience of reference only and do not define, limit or otherwise affect the scope, meaning or intent hereof. The term "hereof" or "herein" means the entirety of this Easement Agreement unless otherwise indicated.

7.5. **Beneficiaries.** The covenants contained herein are made solely for the benefit of the Parties and shall not be construed as benefiting any person or entity who is not a party to this Easement Agreement.

7.6. **Partial Invalidity.** Should any provision of this Easement Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding.

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DWIGHT D. SULLIVAN, COUNTY CLERK
GALVESTON COUNTY, TEXAS

BY Nicole Grimm DEPUTY
Nicole Grimm

7.7. No Partnership. Neither the provisions of this Easement Agreement, nor the provisions of any other agreements referenced herein, nor any acts of the Parties, nor any other circumstances shall be deemed to create a partnership or joint venture between the Parties with respect to the Land or the CCUS Project for any purposes whatsoever. Each Party shall, in connection with this Easement Agreement, the Land, and the CCUS Activities take reasonable steps in dealing with third parties to negate any inference that such partnership or joint venture exists.

7.8. Counterparts. This Easement Agreement may be executed in multiple counterparts, no one of which need be executed by all parties hereto, each of which shall constitute an original. Counterparts thus executed shall together constitute one and the same instrument.

8. Effect of Surface Agreement. The Parties' rights and obligations under this Easement Agreement shall be subject to the terms and conditions set forth in the Surface Agreement, and (ii) in the event of any conflict between the Surface Agreement and this Easement Agreement, the Surface Agreement shall control except that the provisions of this Easement Agreement with respect to Grantor's Road Specifications shall control over any conflicting provisions in the Surface Agreement. This Easement Agreement shall terminate concurrently with the termination of the Surface Agreement.

[SIGNATURE PAGE TO FOLLOW]

-5-

STATE OF TEXAS
COUNTY OF GALVESTON

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CERTIFIED COPY CERTIFICATE




DWIGHT D. SULLIVAN, COUNTY CLERK
GALVESTON COUNTY, TEXAS

BY: Nicole Grimm DEPUTY
Nicole Grimm

IN WITNESS WHEREOF, Grantor and Grantee have caused this Easement Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

"GRANTOR"

Hall's Bayou Ranch, Inc., a Texas corporation

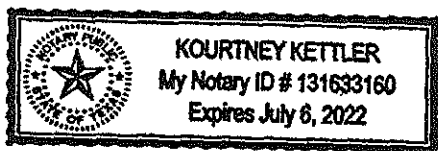
By: 
Name: Dennis A. Jones
Title: President


THE STATE OF Texas §
 §
COUNTY OF Galveston §

On March 7, 2022 Dennis A. Jones known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, personally appeared before me and acknowledged to me that he/she executed the same in his/her respective authorized capacity, on behalf of said entity.

Witness my hand and official seal.

[Notary Stamp/Seal]




Notary Public in and for the State of Texas

CERTIFIED COPY CERTIFICATE

STATE OF TEXAS
COUNTY OF GALVESTON

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DWIGHT D SULLIVAN, COUNTY CLERK
GALVESTON COUNTY, TEXAS

BY  DEPUTY
Nicole Grimm

Bayou Land & Cattle, Inc.,
a Texas corporation

By: *Dennis A. Jones*
Name: Dennis A. Jones
Title: President

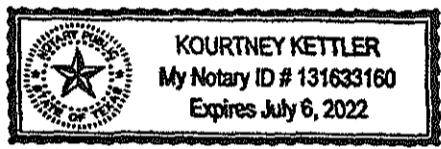
THE STATE OF Texas §
COUNTY OF Galveston §

On March 7, 2022, Dennis A. Jones known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, personally appeared before me and acknowledged to me that he/she executed the same in his/her respective authorized capacity, on behalf of said entity.

Witness my hand and official seal.

[Notary Stamp/Seal]

Kourtney Kettler
Notary Public in and for the State of Texas



STATE OF TEXAS
COUNTY OF GALVESTON

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DWIGHT D SULLIVAN, COUNTY CLERK
GALVESTON COUNTY, TEXAS

BY *Nicole Grimm* DEPUTY
Nicole Grimm

"GRANTEE"

BP America Production Company, a Delaware corporation

By: [Signature]
Name: Stephanie Gannaway KSH
Title: Attorney-In-Fact

THE STATE OF COLORADO

§
§
§

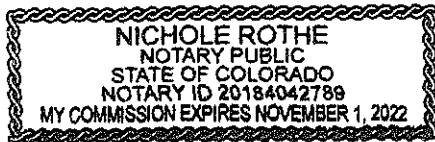
COUNTY OF DENVER

On March 7th, 2022, Stephanie Gannaway of BP America Production Company known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, personally appeared before me and acknowledged to me that he/she executed the same in his/her respective authorized capacity, on behalf of said entity.

Witness my hand and official seal.

[Notary Stamp/Seal]

[Signature]
Notary Public in and for the State of Colorado



CERTIFIED COPY CERTIFICATE

STATE OF TEXAS
COUNTY OF GALVESTON

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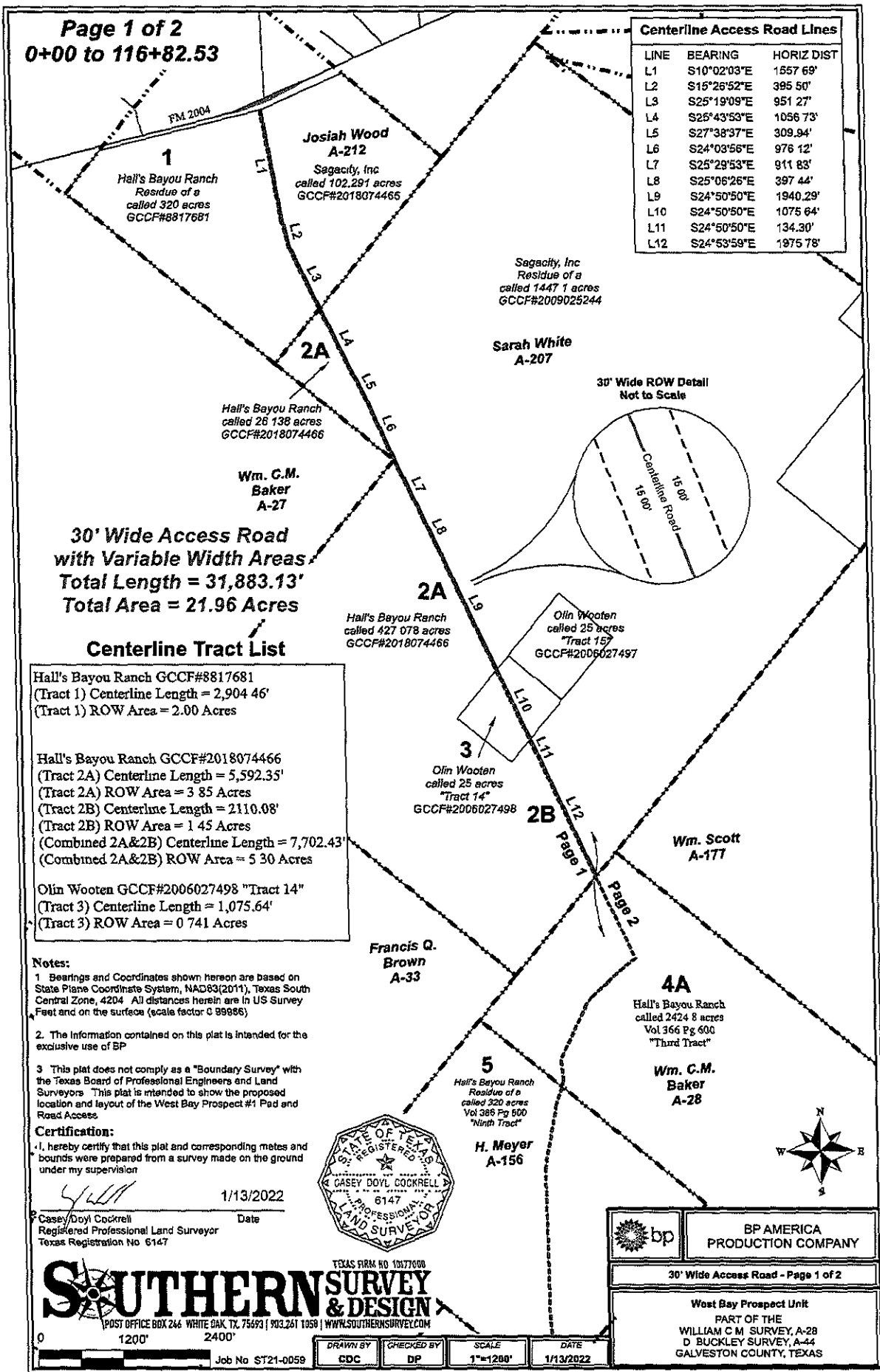
I hereby certify on June 10, 2022



DWIGHT D SULLIVAN, COUNTY CLERK
GALVESTON COUNTY, TEXAS

BY: [Signature] DEPUTY
Nicole Grimm

EXHIBIT A



CERTIFIED COPY CERTIFICATE

STATE OF TEXAS
COUNTY OF GALVESTON

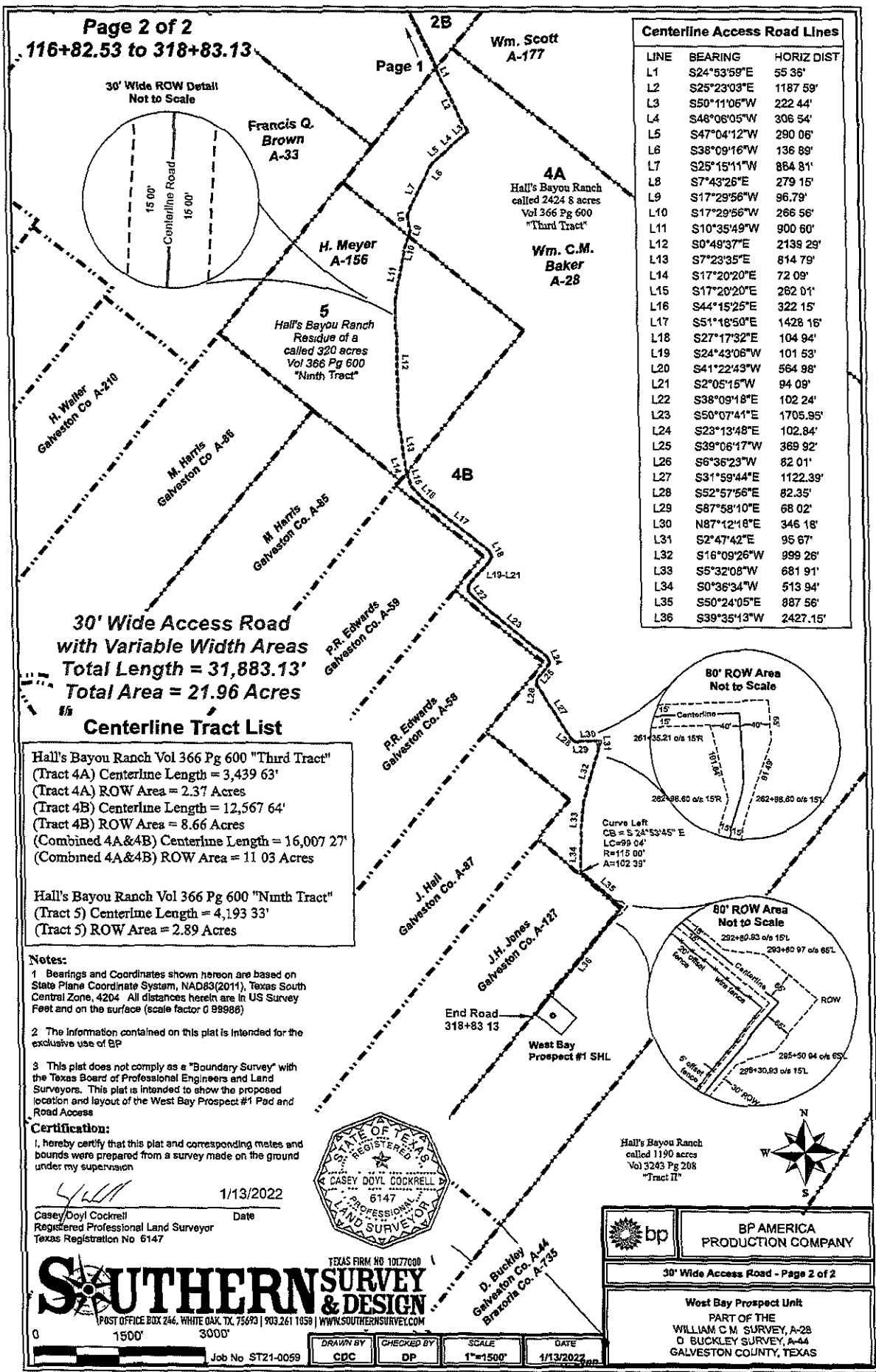
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DWIGHT D SULLIVAN, COUNTY CLERK
GALVESTON COUNTY, TEXAS

BY Nicole Grimm DEPUTY
Nicole Grimm



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DWIGHT D. SULLIVAN, COUNTY CLERK
GALVESTON COUNTY, TEXAS

BY Nicole Grimm DEPUTY
Nicole Grimm

EXHIBIT A



METES AND BOUNDS DESCRIPTION
30' WIDE ACCESS ROAD FOR THE
BPX OPERATING COMPANY WEST BAY PROSPECT #1 WELL
HALL'S BAYOU RANCH - GCCF#8817681
2.00 ACRES AREA - 2904.46 LINEAR FEET
GALVESTON COUNTY, TEXAS

2.00 acres of land, 2904.46 linear feet, being 15.00' left and right of this described centerline, situated in the Josiah Wood Survey A-212, Galveston County, the same being over and across the residue of a called 320 acres conveyed to Hall's Bayou Ranch, by an instrument recorded in Galveston County Clerk File No. 8817681 (GCCF#), Galveston County, Texas, and the centerline of this 30' wide access road being more particularly described by metes and bounds as follows.

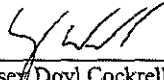
BEGINNING at a point in the centerline of an existing gravel access road, the same being in the south right of way of FM Road 2004, having a Northing of 13682750.901', Easting of 3217096.191', a 1/2 iron rod with cap found for the northeast corner of the residue of called 320 acres conveyed to Hall's Bayou Ranch by an instrument recorded in GCCF#8817681 bears N 75°56'41" E, 30.07' from this Start 0+00,

THENCE continuing along the centerline of said existing gravel access road S 10°02'03" E, 1557.69' to a point;

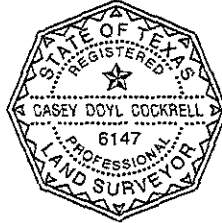
THENCE S 15°26'52" E, 395.50' to a point,

THENCE S 25°19'09" E, 951.27' to the **PLACE OF TERMINATION** and having a Northing of 13679975.937', Easting of 3217879.762', the same being in the southeast survey line of the Josiah Wood Survey A-212, a 5/8" iron rod with a cap found for the southeast corner of said Hall's Bayou Ranch residue tract bears N 39°32'42" E, 33.03' from this Termination Point 29+04.46, and being 2.00 acres of land and 2904.46 linear feet of centerline length.

All bearings and distances recited herein are grid bearings and distances based on GNSS observations using State Plane Coordinate System, NAD83(2011), Texas South Central Zone 4204, with a scale factor of 0.99986. All distances herein are in US Survey Feet and areas are true. This description and corresponding plat were prepared from a survey made on the ground under my supervision.



Casey Doyle Cockrell Date
Registered Professional Land Surveyor
Texas Registration No 6147



CERTIFIED COPY CERTIFICATE

STATE OF TEXAS
COUNTY OF GALVESTON

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I hereby certify on June 10, 2022



DWIGHT D. SULLIVAN, COUNTY CLERK
GALVESTON COUNTY, TEXAS

BY  DEPUTY
Nicole Grimm

EXHIBIT A



METES AND BOUNDS DESCRIPTION
30' WIDE ACCESS ROAD FOR THE
BPX OPERATING COMPANY WEST BAY PROSPECT #1 WELL
HALL'S BAYOU RANCH - GCCF#2018074466
5.30 ACRES AREA - 7702.43 LINEAR FEET
GALVESTON COUNTY, TEXAS

5.30 acres of land, 7702.43 linear feet, being 15.00' left and right of this described centerline, situated in the Sarah White Survey A-207, Galveston County, the same being over and across a called 26.138 acres tract and a called 427.078 acres tract, both being conveyed to Hall's Bayou Ranch by an instrument recorded in Galveston County Clerk File No. 2018074466 (GCCF#), Galveston County, Texas, and the centerline of this 30' wide access road being more particularly described by metes and bounds as follows:

BEGINNING at a point in the centerline of an existing gravel access road, having a Northing of 13679975.937', Easting of 3217879.762', the same being in the southeast survey line of the Josiah Wood Survey A-212, the same being in the northwest survey line of the Sarah White Survey A-207, a 5/8" iron rod with cap found for the southeast corner of the residue of called 320 acres conveyed to Hall's Bayou Ranch by an instrument recorded in GCCF#8817681 bears N 39°32'42" E, 33.03' from this Start **29+04.46**;

THENCE continuing along the centerline of said existing gravel access road the following five (5) courses:

1. S 25°43'53" E, 1056.73' to a point;
2. S 27°38'37" E, 309.94' to a point;
3. S 24°03'56" E, 976.12' to a point;
4. S 25°29'53" E, 911.83' to a point;
5. S 25°06'26" E, 397.44' to a point;

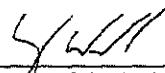
THENCE S 24°50'50" E, 1940.29' to a point having a Northing of 13674914.569', Easting of 3220256.868', the same being in the northwest boundary line of a called 25 acres "Tract 14" conveyed to Olin Wooten by an instrument recorded in GCCF#2006027498, the east corner of the Wilham C.M. Baker Survey A-27 bears N 25°03'41" W, 3249.52' from this station **84+96.81** and being 3.85 acres of land and 5592.35 linear feet of centerline length for this portion,

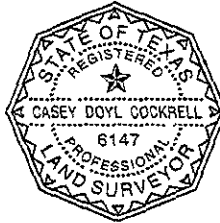
THENCE S 24°50'50" E, 1075.64' for reference, being a break in the title crossing said Olin Wooten tract and not part of this description to a point of re-entry station **95+72.45**, having a Northing of 13673816.634', Easting of 3220765.285', the same being in the southeast boundary line of said Olin Wooten tract;

THENCE S 24°50'50" E, 134.30' to a point;

THENCE S 25°53'59" E, 1975.78' to the **PLACE OF TERMINATION** and having a Northing of 13672024.514', Easting of 3221597.150', the same being in the southeast survey line of the Sarah White Survey A-207, a 5/8" iron rod with a cap found for the southeast corner of said Hall's Bayou Ranch 427.078 acres tract bears N 39°46'55" E, 33.19' from this Termination Point **116+82.53**, and being 1.45 acres of land and 2110.08 linear feet of centerline length for this portion, for a **TOTAL** area of **5.30 acres** of land and **7702.43 linear feet** of centerline length.

All bearings and distances recited herein are grid bearings and distances based on GNSS observations using State Plane Coordinate System, NAD83(2011), Texas South Central Zone 4204, with a scale factor of 0.99986. All distances herein are in US Survey Feet and areas are true. This description and corresponding plat were prepared from a survey made on the ground under my supervision.


Casey Doyle Cockrell Date 1/13/2022
Registered Professional Land Surveyor
Texas Registration No. 6147



CERTIFIED COPY CERTIFICATE

STATE OF TEXAS
COUNTY OF GALVESTON

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I hereby certify on June 10, 2022



DWIGHT D SULLIVAN, COUNTY CLERK
GALVESTON COUNTY, TEXAS

BY:  DEPUTY
Nicole Grumm

EXHIBIT A



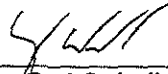
METES AND BOUNDS DESCRIPTION
30' WIDE ACCESS ROAD FOR THE
BPX OPERATING COMPANY WEST BAY PROSPECT #1 WELL
OLIN WOOTEN "TRACT 14" - GCCF#2006027498
0.741 ACRES AREA - 1075.64 LINEAR FEET
GALVESTON COUNTY, TEXAS

0.741 acres of land, 1075.64 linear feet, being 15 00' left and right of this described centerline, situated in the Sarah White Survey A-207, Galveston County, the same being over and across a called 25 acres "Tract 14" conveyed to Olin Wooten by an instrument recorded in Galveston County Clerk File No. 2006027498 (GCCF#), Galveston County, Texas, and the centerline of this 30' wide access road being more particularly described by metes and bounds as follows:

BEGINNING at a point in the centerline of an existing gravel access road, having a Northing of 13673816 634', Easting of 3220765.285', the same being in the northwest boundary line of said Olin Wooten tract, the same being in a common boundary line of a called 427.078 acres conveyed to Hall's Bayou Ranch by an instrument recorded in GCCF#2018074466, the east corner of the William C M Baker Survey A-27 bears N 25°03'41" W, 3249.52' from this Start 84+96.81;

THENCE along the centerline of an existing gravel access road, S 24°50'50" E, 1075.64' to the **PLACE OF TERMINATION** and having a Northing of 13673816 634', Easting of 3220765.285', the same being in the southeast boundary line of said Olin Wooten tract, the same being in a common boundary line of said Hall's Bayou Ranch tract, a 5/8" iron rod with a cap found for the southeast corner of said Hall's Bayou Ranch 427.078 acres tract bears S 25°46'33" E, 1961 81' from this Termination Point 95+72.45, and being 0 741 acres of land and 1075.64 linear feet of centerline length.

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Casey Doyle Cockrell Date
Registered Professional Land Surveyor
Texas Registration No. 6147



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DWIGHT D SULLIVAN, COUNTY CLERK
GALVESTON COUNTY, TEXAS

BY:  DEPUTY
Nicole Grimm

EXHIBIT A



TEXAS FIRM NO 10177000

POST OFFICE BOX 246, WHITE OAK, TX, 75693 | 903.261.1058 | WWW.SOUTHERNSURVEY.COM

METES AND BOUNDS DESCRIPTION

**30' WIDE ACCESS ROAD WITH VARIABLE WIDENINGS FOR THE
BPX OPERATING COMPANY WEST BAY PROSPECT #1 WELL
HALL'S BAYOU RANCH - VOLUME 366 PAGE 600 "THIRD TRACT"
11.03 ACRES AREA - 16007.27 LINEAR FEET
GALVESTON COUNTY, TEXAS**

11.03 acres of land, 16007.27 linear feet, being 15.00' left and right of this described centerline with three variable width areas, situated in the William C.M. Baker Survey A-28, Galveston County, the same being over and across a called 2424.8 acres "Third Tract" conveyed to Hall's Bayou Ranch by an instrument recorded in Volume 366, Page 600, Galveston County Deed Records (GCDR), Galveston County, Texas, and the centerline of this 30' wide access road being more particularly described by metes and bounds as follows:

BEGINNING at a point in the centerline of an existing gravel access road and having a Northing of 13672024.514', Easting of 3221597.150', the same being in the northwest survey line of the William C.M. Baker Survey A-28, the same being in the southeast survey line of the Sarah White Survey A-207, the same being in the northwest boundary line of said Hall's Bayou Ranch 2424.8 acres tract, a 5/8" iron rod with a cap found for the southeast corner of a called 427.078 acres tract conveyed to Hall's Bayou Ranch by an instrument recorded in GCCF#2018074466 bears N 39°46'55" E, 33.19' from this Start **116+82.53**;

THENCE continuing along the centerline of said existing gravel access road the following eight (8) courses:

1. S 24°53'59" E, 55.36' to a point;
2. S 25°23'03" E, 1187.59' to a point,
3. S 50°11'06" W, 222.44' to a point,
4. S 48°06'05" W, 306.54' to a point,
5. S 47°04'12" W, 290.06' to a point,
6. S 38°09'16" W, 136.89' to a point,
7. S 25°15'11" W, 864.81' to a point;
8. S 7°43'26" E, 279.15' to a point;

THENCE S 17°29'56" W, 96.79' to a point having a Northing of 13669097.940', Easting of 3221073.060', the same being in the northeast boundary line of a called 320 acres "Ninth Tract" conveyed to Hall's Bayou Ranch by an instrument recorded in Vol 366, Pg 600, GCDR, the same being the northeast survey line of the H. Meyer Survey A-156, the north corner of the H. Meyer Survey A-156 bears N 50°24'47" W, 1465.31' from this station **151+22.16** and being 2.37 acres of land and 3439.63 linear feet of centerline length for this portion;

THENCE S 1°13'15" W, 4156.30' for reference, being a break in the title crossing said "Ninth Tract" and not part of this description to a point of re-entry station **193+15.49**, having a Northing of 13664942.580', Easting of 3220984.497', the same being in the southeast survey line of the H. Meyer Survey, A-156, the same being in the common survey line of the William C.M. Baker Survey A-28;

THENCE continuing along the centerline of said existing gravel access road the following sixteen (16) courses:

1. S 17°20'20" E, 262.01' to a point;
2. S 44°15'25" E, 322.15' to a point;
3. S 51°18'50" E, 1428.16' to a point,
4. S 27°17'32" E, 104.94' to a point,
5. S 24°43'06" W, 101.53' to a point,
6. S 41°22'43" W, 564.98' to a point;
7. S 2°05'15" W, 94.09' to a point;
8. S 38°09'18" E, 102.24' to a point;
9. S 50°07'41" E, 1705.95' to a point;
10. S 23°13'48" E, 102.84' to a point;
11. S 39°06'17" W, 369.92' to a point;
12. S 6°36'23" W, 82.01' to a point;
13. S 31°59'44" E, 1122.39' to a point;
14. S 52°57'56" E, 82.35' to a point;
15. S 87°58'10" E, 68.02' to a point,
16. N 87°12'18" E, 346.18' to a point, at station **261+35.21** offset 15' right begin transitioning to 80' right of way;

CERTIFIED COPY CERTIFICATE

STATE OF TEXAS
COUNTY OF GALVESTON

The foregoing is a true and correct photographic copy of the original record now in my lawful custody and possession, as the same is recorded in the Official Public Records in my office and having Identification Number as stamped hereon

I hereby certify on June 10, 2022



DWIGHT D. SULLIVAN, COUNTY CLERK
GALVESTON COUNTY, TEXAS

BY

Nicole Griffin
Nicole Griffin

DEPUTY

EXHIBIT A



THENCE departing the existing gravel access road, the following four (4) courses:

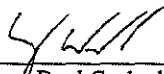
1. S 2°47'42" E, 95.67' to a point;
2. S 16°09'26" W, 999.26' to a point, at station 262+96.60 offset 15' left and right, end transition from 80' right of way back to a 30' right of way;
3. S 5°32'08" W, 681.91' to a point,
4. S 0°36'34" W, 513.94' to a point at the start of curve to the left,

THENCE along a curve with a chord bearing of S 24°53'45" E, a chord length of 99.04', an arc length of 102.39', and a radius of 115.00' to a point for a point of tangency;

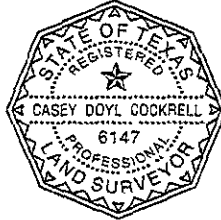
THENCE S 50°24'05" E, 887.56' to a point, at station 292+80.93, offset 15' left, begin transitioning to 80' right of way, at station 293+60.97, offset 65' left, end transition of 80' right of way,

THENCE S 39°35'13" W, 2427.15' to the PLACE OF TERMINATION, at station 295+50.94 offset 65' left begin transitioning to 30' right of way, at station 296+30.93 offset 15' left end transitioning to 30' right of way, at 313+93.08 offset 15' left begin transitioning to 80' right of way, at station 314+73.08 offset 65' left adjoins to the West Bay Prospect #1 clearing limits, at 314+73.08 offset 15' left being the north clearing limit corner, and continuing to the Termination Point 318+83.13 and having a Northing of 13655467.512', Easting of 3223109.615', a 6" metal fence post found for the most west southwest corner of said "Thurd Tract" of said Hall's Bayou Ranch bears S 39°51'58" W, 4104.46' from this Termination Point 318+83.13, and being 8.66 acres of land and 12567.64 linear feet of centerline length for this portion, for a TOTAL area of 11.03 acres of land and 16007.27 linear feet of centerline length

All bearings and distances recited herein are grid bearings and distances based on GNSS observations using State Plane Coordinate System, NAD83(2011), Texas South Central Zone 4204, with a scale factor of 0.99986. All distances herein are in US Survey Feet and areas are true. This description and corresponding plat were prepared from a survey made on the ground under my supervision.



 Case/ Doyl Cockrell Date
 Registered Professional Land Surveyor
 Texas Registration No. 6147



CERTIFIED COPY CERTIFICATE

STATE OF TEXAS
COUNTY OF GALVESTON

The foregoing is a true and correct photographic copy of the original record now in my lawful custody and possession, as the same is recorded in the Official Public Records in my office and having Identification Number as stamped hereon

I hereby certify on June 10, 2022



DWIGHT D SULLIVAN, COUNTY CLERK
GALVESTON COUNTY, TEXAS

BY  DEPUTY
Nicole Grimm

EXHIBIT A



METES AND BOUNDS DESCRIPTION
30' WIDE ACCESS ROAD FOR THE
BPX OPERATING COMPANY WEST BAY PROSPECT #1 WELL
HALL'S BAYOU RANCH - VOLUME 366 PAGE 600 "NINTH TRACT"
2.89 ACRES AREA - 4193.33 LINEAR FEET
GALVESTON COUNTY, TEXAS

2.89 acres of land, 4193.33 linear feet, being 15.00' left and right of this described centerline with three variable width areas, situated in the H. Meyer Survey A-156, Galveston County, the same being over and across a called 320 acres "Ninth Tract" conveyed to Hall's Bayou Ranch by an instrument recorded in Volume 366, Page 600, Galveston County Deed Records (GCDR), Galveston County, Texas, and the centerline of this 30' wide access road being more particularly described by metes and bounds as follows:

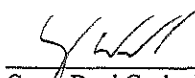
BEGINNING at a point in the centerline of an existing gravel access road and having a Northing of 13669097.940', Easting of 3221073.060', the same being in the northeast boundary line of said "Ninth Tract", the same being in a common boundary line of a called 2424.8 acres "Third Tract" conveyed to Hall's Bayou Ranch by an instrument recorded in Vol 366, Pg 600, GCDR, the same being the northeast survey line of the H. Meyer Survey A-156, the same being in the common survey line of the William C.M Baker Survey A-28, the north corner of the H. Meyer Survey A-156 bears N 50°24'47" W, 1465.31' from this Start **151+22.16**;

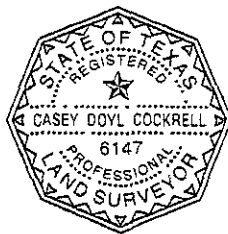
THENCE continuing along the centerline of said existing gravel access road the following four (4) courses:

1. S 17°29'56" W, 266.56' to a point,
2. S 10°35'49" W, 900.60' to a point,
3. S 0°49'37" E, 2139.29' to a point;
4. S 7°23'35" E, 814.79' to a point,

THENCE S 17°20'20" E, 72.09' to the **PLACE OF TERMINATION**, having a Northing of 13664942.580', Easting of 3220984.497', the same being in the southeast boundary line of said "Ninth Tract", the same being in a common boundary line of said "Third Tract", the same being in the southeast survey line of the H. Meyer Survey, A-156, the same being in the common survey line of the William C M. Baker Survey A-28, the southwest corner of the H. Meyer Survey A-156 bears S 39°35'13" W, 184.62' from this Termination Point **193+15.49**, and being 2.89 acres of land and 4193.33 linear feet of centerline length.

All bearings and distances recited herein are grid bearings and distances based on GNSS observations using State Plane Coordinate System, NAD83(2011), Texas South Central Zone 4204, with a scale factor of 0.99986. All distances herein are in US Survey Feet and areas are true. This description and corresponding plat were prepared from a survey made on the ground under my supervision.


 _____ 1/13/2022
 Casey Doyle Cockrell Date
 Registered Professional Land Surveyor
 Texas Registration No. 6147



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STATE OF TEXAS
COUNTY OF GALVESTON

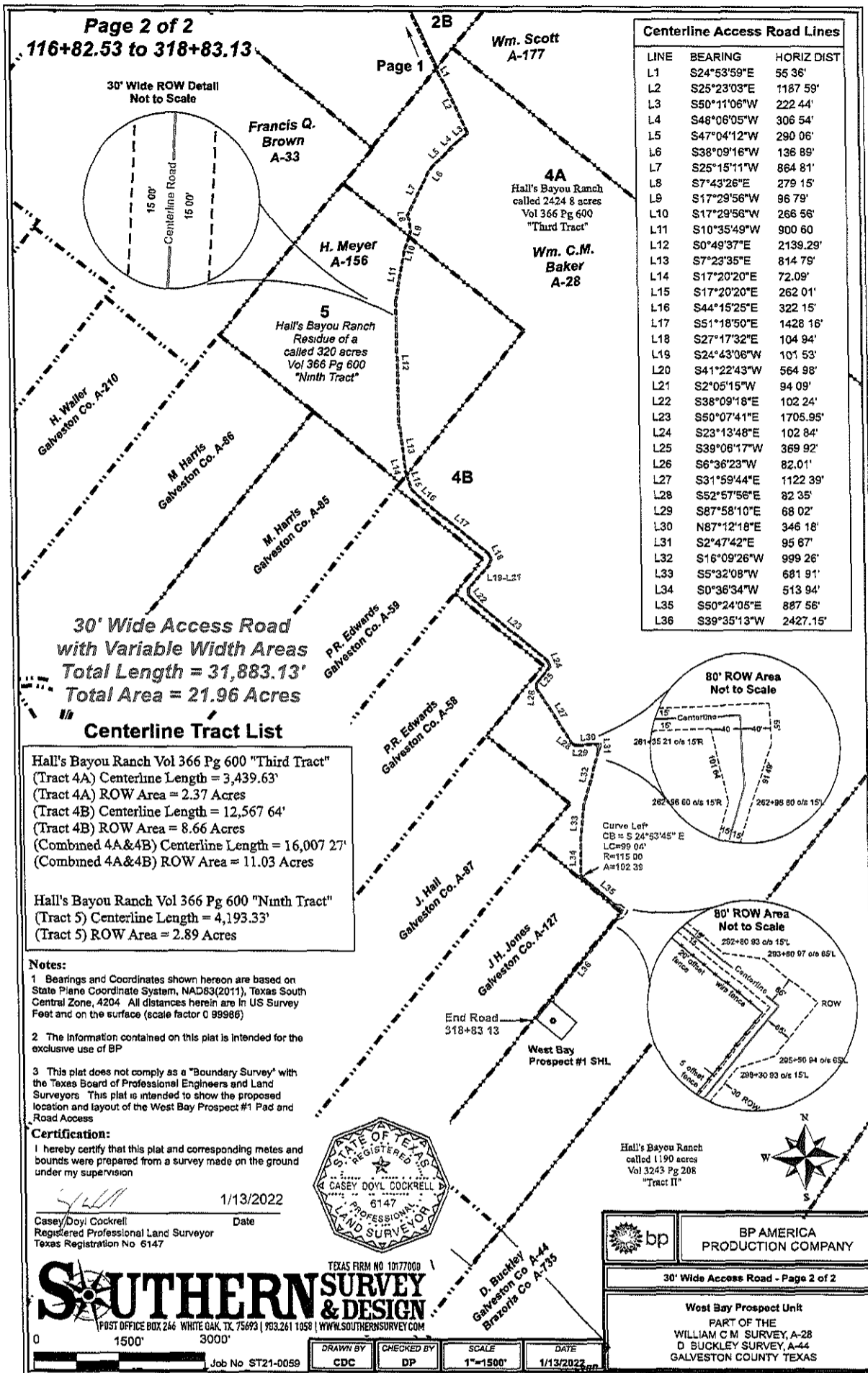
The foregoing is a true and correct photographic copy of the original record now in my lawful custody and possession, as the same is recorded in the Official Public Records in my office and having Identification Number as stamped hereon

I hereby certify on **June 10, 2022**



DWIGHT D. SULLIVAN, COUNTY CLERK
GALVESTON COUNTY, TEXAS

BY  DEPUTY
Nicole Grimm



Centerline Tract List

Hall's Bayou Ranch Vol 366 Pg 600 "Third Tract"
 (Tract 4A) Centerline Length = 3,439.63'
 (Tract 4A) ROW Area = 2.37 Acres
 (Tract 4B) Centerline Length = 12,567.64'
 (Tract 4B) ROW Area = 8.66 Acres
 (Combined 4A&4B) Centerline Length = 16,007.27'
 (Combined 4A&4B) ROW Area = 11.03 Acres

Hall's Bayou Ranch Vol 366 Pg 600 "Ninth Tract"
 (Tract 5) Centerline Length = 4,193.33'
 (Tract 5) ROW Area = 2.89 Acres

Notes:

- Bearings and Coordinates shown hereon are based on State Plane Coordinate System, NAD83(2011), Texas South Central Zone, 4204. All distances herein are in US Survey Feet and on the surface (scale factor 0.99986).
- The information contained on this plat is intended for the exclusive use of BP.
- This plat does not comply as a "Boundary Survey" with the Texas Board of Professional Engineers and Land Surveyors. This plat is intended to show the proposed location and layout of the West Bay Prospect #1 Pad and Road Access.

Certification:

I hereby certify that this plat and corresponding metes and bounds were prepared from a survey made on the ground under my supervision

[Signature] 1/13/2022 Date
 Casey Doyl Cockrell Registered Professional Land Surveyor Texas Registration No 6147

TEXAS FIRM NO 10177000

SOUTHERN SURVEY & DESIGN

POST OFFICE BOX 246 WHITE OAK, TX, 75693 | 903.261.1058 | WWW.SOUTHERNSURVEY.COM

0 1500' 3000'

Job No. ST21-0059

DRAWN BY CDC CHECKED BY DP SCALE 1"=1500' DATE 1/13/2022

bp BP AMERICA PRODUCTION COMPANY

30' Wide Access Road - Page 2 of 2

West Bay Prospect Unit
 PART OF THE
 WILLIAM C.M. SURVEY, A-28
 D BUCKLEY SURVEY, A-44
 GALVESTON COUNTY TEXAS

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STATE OF TEXAS
COUNTY OF GALVESTON

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I hereby certify on June 10, 2022



DWIGHT D SULLIVAN, COUNTY CLERK
GALVESTON COUNTY, TEXAS

BY *Nicole Grmm* DEPUTY
Nicole Grmm

EXHIBIT B

Grantor's Road Specifications

1. All Gates, Gaps, Guards, fence crossings and atv overs necessary for the use, construction or maintenance of any road shall be constructed of an appropriate material so as to withstand as reasonable as possible the harsh saltwater conditions present upon the land. Grantor would prefer that any commercially purchased gates be manufactured of hot dipped galvanized metal to withstand the conditions on the land.
2. Fences shall be constructed no less than 10 feet from the edge of any roadbed built using 5 strands of barbed wire, using the Gaucho brand barbed wire. There are to be no metal fence posts.
3. At all fence junctions cattle gaps shall be installed so as to prevent livestock from escaping. Those cattle gaps shall consist of a concrete foundation overlain with the appropriate size pipe (2-3/8 minimum) and shall have the ability to be removed periodically so that Grantee can clean them of dirt and debris. At all such locations in which a cattle gap is installed an atv over shall likewise be constructed so as to facilitate access upon said roadway. Grantee shall furnish Grantor a copy of any blueprint or schematic of said gap or atv over prior to purchase or construction to ensure that the parties reach a mutual agreement as to the use of said gap or atv over.
4. At a location where the Grantee's use of the road herein contemplated connects with Texas State Highway 2004, Grantee shall install or cause to be built a permanent access gate of no less than 2-3/8th pipe with heavy gauge galvanized hog panels welded across any open span. The gate shall include a tamper resistant chambered rod locking assembly.
5. All new roads shall be constructed with a good dirt base, with bio-mat first lain in low, wet, damp areas or any other areas susceptible to frequent or prolonged periods of standing water. Said base shall begin with a 3-5" layer of rock (Bull Rock) and then capped with a 4-6" layer of crushed concrete (not caliche).

B-1

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STATE OF TEXAS
COUNTY OF GALVESTON

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I hereby certify on June 10, 2022



DWIGHT D SULLIVAN, COUNTY CLERK
GALVESTON COUNTY, TEXAS

BY. Nicole Grimm DEPUTY
Nicole Grimm

FILED AND RECORDED

Instrument Number: 2022039047

Recording Fee: 94.00

Number Of Pages: 19

Filing and Recording Date: 06/10/2022 11:33AM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



Dwight D. Sullivan

Dwight D. Sullivan, County Clerk
Galveston County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the clerk.

DO NOT DESTROY - Warning, this document is part of the Official Public Record.

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STATE OF TEXAS
COUNTY OF GALVESTON

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I hereby certify on June 10, 2022



DWIGHT D. SULLIVAN, COUNTY CLERK
GALVESTON COUNTY, TEXAS

BY: *Nicole Grimm* DEPUTY
Nicole Grimm