

Cover page for:

Preliminary Title Insurance Schedules

(with copies of recorded exception documents)

Preliminary title insurance schedules prepared by:

Basin Abstract & Title

(File Number: 2578983)

Auction Tracts 2 & 8

(Ector County, Indiana)

For November 13, 2025 auction to be conducted by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

Bob and Jackie Realty, LLC



TITLE RESOURCES

COMMITMENT FOR TITLE INSURANCE (Form T-7)

Issued by

TITLE RESOURCES GUARANTY COMPANY

We, Title Resources Guaranty Company, will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

An Authorized Signature

Permian Basin Title Services, Inc., dba

BASIN ABSTRACT & TITLE

4526 E. University, #2-A

Odessa, TX 79762

**(432) 368-3600 / FAX (432) 550-
9981**



Title Resources Guaranty Company

By:

Paul M. Mader
Executive Vice President

Michael P. Haydon
Secretary

COMMITMENT FOR TITLE INSURANCE T-7
ISSUED BY
TITLE RESOURCES GUARANTY COMPANY
SCHEDULE A

Effective Date: **October 17, 2025, 7:00 am**

GF No. **2578983**

Commitment No. _____, issued **October 21, 2025, 7:00 am**

1. The policy or policies to be issued are:

- a. **OWNER'S POLICY OF TITLE INSURANCE (Form T-1)**
(Not applicable for improved one-to-four family residential real estate)
Policy Amount:
PROPOSED INSURED: **TBD**
- b. **TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE**
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
Policy Amount:
PROPOSED INSURED:
- c. **LOAN POLICY OF TITLE INSURANCE (Form T-2)**
Policy Amount:
PROPOSED INSURED: **and each successor in ownership of the indebtedness secured
by the insured mortgage, except a successor who is an obligor
under the provisions of Section 12(c) of the Conditions.**
- Proposed Borrower: TBD**
- d. **TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)**
Policy Amount:
PROPOSED INSURED:
Proposed Borrower:
- e. **LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)**
Binder Amount:
PROPOSED INSURED:
Proposed Borrower:
- f. **OTHER**
Policy Amount:
PROPOSED INSURED:

- 2. The interest in the land covered by this Commitment is: Fee Simple**
- 3. Record title to the land on the Effective Date appears to be vested in:**
Bob & Jackie Realty, LLC

4. Legal description of land:

TRACT I:

Lot 7, Block 4, Southfork Subdivision, 4th Filing, a Subdivision of Ector County, Texas, according to the map or plat of record in Cabinet B, Page 13-A, Plat Records of Ector County, Texas and being more fully described by metes and bounds on the attached Exhibit "A".

TRACT II:

A 46.1 acre tract of land located in Section 3, Block 42, T-3-S, T & P Ry. Company Survey, Ector County, Texas and being more fully described by metes and bounds on the attached Exhibit "A".

The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.

SCHEDULE B
EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. ~~The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):~~
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.(Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year 2025, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year _____ and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).
10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):
 - a. Easement to TESCO as shown by instrument recorded in Volume 298, Page 280; Volume 405, Page 210; Volume 630, Page 228; Volume 929, Pages 762, 768 and 774, Deed Records of Ector County, Texas.
 - b. Easement to Mid-America Pipeline as shown by instrument recorded in Volume 368, Page 255; Volume 369, Page 11 and Volume 399, Pages 396 and 384, Deed Records of Ector County, Texas.

- c. Easement to MAPCO as shown by instrument recorded in Volume 601, Page 258, Deed Records of Ector County, Texas.
- d. Easement to Devon Energy as shown by instrument recorded in Volume 2426, Page 13, Official Public Records of Ector County, Texas.
- e. Access recorded in Volume 1910, Page 864, Official Public Records of Ector County, Texas.
- f. Visible or apparent easements on or across the property herein described.
- g. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
- h. All leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the land, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the land that are not listed.
- i. Rights of parties in possession (Owner Policy Only).
- j. Any lien(s) created at closing. The instrument(s) creating such lien(s) to be filed for record in the office of the County Clerk of Ector County, Texas.
- k. Upon payment of the applicable premium, Item 5 of Schedule B shall be amended to delete the phrase "and subsequent assessments for prior years due to change in land usage of ownership" and to include the phrase; "Company insures that standby fees, taxes and assessments by any taxing authority for the year 2025 are not yet due and payable." (Loan Policy Only)
- l. Upon the furnishing of an acceptable survey and upon the payment of any applicable premium, item 2 of Schedule B shall be amended to read "shortages in area."; However, the Company reserves the right to make additional specific exceptions as to matters that may be shown on survey.
- m. The Company may issue its Restrictions, Encroachments, Minerals Endorsement (T-19) to a Loan Policy (T-2) on residential real property, if its underwriting requirements are met and if it is paid the premium prescribed in Sub-Section A of Rate Rule R-29. The Company shall delete any insuring provision if it does not consider that risk acceptable. Any insured matter covered in the Restrictions, Encroachments, and Minerals Endorsement (T-19) may be insured only by the use of this Restrictions, Encroachments, Minerals Endorsement (T-19).

SCHEDULE C

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - b. all standby fees, taxes, assessments and charges against the property have been paid,
 - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
 - d. there is legal right of access to and from the land,
 - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. Vendor's Lien reserved in deed dated November 6, 2014 and filed on November 12, 2014, recorded under Document Number 2014-00017269, Official Public Records of Ector County, Texas, also secured by Deed of Trust dated November 6, 2014 and filed on November 12, 2014, under Document Number 2014-00017270, Official Public Records of Ector County, Texas, therewith executed by Bobby Lee Koricanek and Jackie Ray Simpson, Jr. to Kent Fry, Trustee, to secure payment of a note in the principal sum of \$850,000.00, payable to First National Bank of Beeville, and such additional indebtedness as may thereby be secured.

Obtain and file for record a Release of the Deed of Trust described above.

6. In connection with the Limited Liability Company named in Schedule A of the Commitment: (a) Obtain evidence of its existence and right to transact business in the State of Texas, (b) Obtain and review a copy of its Articles of Organization and Operating Agreement, and any amendments thereto; and (c) determine the identity of the current members, the identity of the current manager, and his/her authority to act.
7. Indemnity and Affidavit as to Debts and Liens to be executed by the owner/seller(s) of subject property.
8. If Basin Abstract & Title is asked to issue an Owner's Title Policy, we will require a properly executed Waiver of Inspection to be signed by the Purchasers of this transaction.
9. NOTE: IF contract submitted to Company is executed by a person other than in whom title is vested, his/her interest in subject property must be determined. IF a person in whom title is vested, is not to join in conveying subject property, the Company must be furnished with documentation showing succession of his/her interest in subject property by divorce, probate, intestate succession, or otherwise.
10. NOTE: IF this property is subject to a Home Owners' Association, the Company will require, PRIOR TO CLOSING, a re-sale certificate from the HOA stating the time frame for collection of dues, the total amount due for that time period, whether the account is current, and if not current, the amount due to transfer the account.
11. NOTE: IF item 2 under Schedule B of the Loan Policy is to be checked to read "shortages in area" (T-19

(T-19 Survey Deletion), the Company must be provided with an acceptable survey PRIOR TO CLOSING. If an existing survey is to be used, Company will require that a Survey Affidavit (Form T-47) be signed and notarized, or, in the alternative, a Survey Declaration (Form T-47.1) be signed (no notary required) PRIOR TO CLOSING; however, if Company is not provided with the signed and notarized Survey Affidavit (Form T-47) or a signed Survey Declaration (no notary required) PRIOR TO CLOSING, the existing survey MAY NOT be approved and/or accepted. PLEASE NOTE: Basin Abstract & Title does NOT order new surveys.

12. NOTE: IF subject property is to be conveyed via an Estate or by use of a Power of Attorney ("POA"), the proceeds must be made payable as Title Vested reads and cannot be made payable to the individual signing on behalf of the Estate or to the Agent using the Power of Attorney ("POA").
13. Procedural Rule P-27 as provided for in Article 9.39A of the Texas Insurance Code requires that "Good Funds" be received and deposited before a Title Agent may disburse from its Trust Fund Account.
14. Any Tax Certificate furnished by the taxing authorities is on real estate only; it does not include mineral or personal property. Therefore, no liability is assumed herein for the payment of said mineral and/or personal property taxes.
15. *Company requires a copy of a current driver's license, or other official identification with picture, of the parties to the closing.*

For Information Only: Record title appears to be vested in Bob & Jackie Realty, LLC. by virtue of Deed executed by Bobby Lee Koricanek and Jackie Ray Simpson, Jr. filed October 15, 2025, in Document Number 2025-00019882, Official Public Records of Ector County, Texas and further virtue of Deed executed by Clifford Joe Hensley aka C. Joe Hensley aka Joe Hensley and Maria M. Hensley aka Maria Hensley dated November 6, 2014 filed November 12, 2014, in Document Number 2014-00017269, Official Public Records of Ector County, Texas.

Countersigned
Basin Abstract & Title

By 

COMMITMENT FOR TITLE INSURANCE

SCHEDULE D

GF No. 2578983

Effective Date: October 17, 2025, 7:00 am

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

1. The following individuals are directors and/or officers, as indicated, of the Title Insurance Company issuing this Commitment
 1. The issuing Title Insurance Company, **Title Resources Guaranty Company**, is a corporation whose shareholders owning or controlling, directly or indirectly, 10% or more of said corporation, directors, and officers are listed below:

Shareholders:
RE Closing Buyer Corp.

Directors:
Donald J. Casey; Alan Colberg; Matthew Kabaker; Kevin Mahony; J. Scott McCall; Virginia Suliman; H. Ilene Topper; Ajay Waghray

Officers:
J. Scott McCall-President/CEO; Owen E. Girard-Secretary; Peter Prygelski-Treasurer/Chief Financial Officer

2. The issuing Title Insurance Agent, Permian Basin Title Services, Inc. dba Basin Abstract & Title is a corporation whose shareholders owning or controlling, directly or indirectly, 1% or more of said corporation (or owning or controlling 10% or more of an entity that owns 1% or more of the Agent), directors, and officers are listed below:

Shareholders	Directors	Officers
Mike Withrow	Mike Withrow	Mike Withrow - President
Fred M. "Mickey" Jones	Fred M. "Mickey" Jones	Jimmy W. Peacock - Vice President
Mike D. Atkins	Jimmy W. Peacock	Fred M. "Mickey" Jones - Secretary
Jimmy W. Peacock	Perren A. "P.A." Lyon III	Daniel J. Hollmann - Treasurer
Daniel J. Hollmann		
Perren A. "P.A." Lyon III		
Randal Patterson		
Jay Durell		

3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium* is:

Owner's Policy	<u>\$328.00</u>
Loan Policy	<u>\$100.00</u>
Endorsement Charges	<u>\$75.00</u>
Other	<u>\$0.00</u>
Total	<u>\$503.00</u>

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

<u>Amount</u>	<u>To Whom</u>	<u>For Services</u>
25.00%	Atkins, Hollmann, Jones, Peacock, Lewis & Lyon	Title Examination

" *The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance."

DELETION OF ARBITRATION PROVISION

(Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

SIGNATURE

DATE

TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title. The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.	El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad. El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.
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Your Commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

Minerals and Mineral Rights may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

- **EXCEPTIONS** are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.
- **EXCLUSIONS** are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.
- **CONDITIONS** are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-526-8018 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3438.

Before the Policy is issued, you may request changes in the policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.
- Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment, that is not shown in Schedule B, you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.

2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements, or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations.



IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Title Resources Guaranty Company's toll-free telephone number for information or to make a complaint at:

1-800-526-8018

You may also write to Title Resources Guaranty Company at:

Attention: Claims Department
8111 LBJ Freeway, Suite 1200
Dallas, TX 75251

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de Title Resources Guaranty Company's para obtener información o para presentar una queja al:

1-800-526-8018

Usted también puede escribir a Title Resources Guaranty Company:

Attention: Claims Department
8111 LBJ Freeway, Suite 1200
Dallas, TX 75251

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con la compañía primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU PÓLIZA:

Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.



Rev. 09/07/2022

FACTS		WHAT DOES TITLE RESOURCES GUARANTY COMPANY DO WITH YOUR PERSONAL INFORMATION?	
Why?		Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
What?		The types of personal information we collect, and share depend on the product or service you have with us. This information can include: • Social Security number and account balances • Payment history and credit card or other debt • Checking account information and wire transfer instructions When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.	
How?		All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons TITLE RESOURCES GUARANTY COMPANY chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information		Does TITLE RESOURCES GUARANTY COMPANY share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus		Yes	No
For our marketing purposes- to offer our products and services to you		No	We don't share
For joint marketing with other financial companies		No	We don't share
For our affiliates' everyday business purposes- information about your transactions and experiences		Yes	No
For our affiliates' everyday business purposes- information about your creditworthiness		No	We don't share
For our affiliates to market to you		No	We don't share
For nonaffiliates to market to you		No	We don't share
Questions?		Go to https://www.titleresources.com/privacypolicy	

Who we are

Who is providing this notice?

TITLE RESOURCES GUARANTY COMPANY

What we do

How does TITLE RESOURCES GUARANTY COMPANY protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How does TITLE RESOURCES GUARANTY COMPANY collect my personal information?

We collect your personal information, for example, when you

- Apply for insurance or pay insurance premiums
- Provide your mortgage information or show your driver's license
- Give us your contact information

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only

- Sharing for affiliates' everyday business purposes –information about your creditworthiness
- Affiliates from using your information to market to you
- Sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

Definitions

Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Our affiliates include companies that are owned in whole or in part by Anywhere Real Estate, Inc. (<https://www.anywhere.re>); Anywhere Integrated Services, LLC (<https://www.anywhereis.re>); and HomeServices of America, Inc. (<https://www.homeservices.com>).*

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *TITLE RESOURCES GUARANTY COMPANY does not share with nonaffiliates so they can market to you.*

Joint Marketing

A formal agreement between nonaffiliated financial companies that together market financial products or service to you.

- *TITLE RESOURCES GUARANTY COMPANY does not share with nonaffiliated financial companies for joint marketing purposes.*

Other Important Information

For European Union Customers

Please see our Privacy Policy located at <https://www.titleresources.com/privacypolicy>

For our California Customers

Please see our notice about the California Consumer Protection Act located at <https://www.titleresources.com/privacypolicy>

BASIN ABSTRACT & TITLE

Privacy Policy Notice

June 1, 2004

Why you are receiving this notice: Title V of the Gramm Leach Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing your non-public personal information ("Personal Information") with a non-affiliated third party, unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to who it may be disclosed. This document notifies you of the privacy policies and practices of Basin Abstract & Title. We reserve the right to change this Privacy Policy Notice from time to time consistent with applicable law.

How we collect information: In the course of our business, we may collect Personal Information about you from various sources, including:

- * From applications or other forms we receive from you and your authorized representative;
- * From your transactions with , or from the services being performed by us, our affiliates or others;
- * From the public records maintained by governmental entities that we either obtain directly from those entities or from our affiliates or others;
- * From our internet web sites;
- * From consumer or other reporting agencies; and
- * From others involved with your transaction, such as your real estate agent, attorney or lender.

How the information is used: We may share your personal information with our affiliates, such as Insurance Companies, agents and other real estate settlement service providers. We also may disclose your personal information to:

- * Agents, brokers or representatives to provide you with services you have requested;
- * Third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; or
- * Others with whom we enter into joint marketing agreements, for products or services that we believe you may find of interest.

We may also disclose the information:

- * When you direct or give us permission, including filing documents in the public records;
- * When you suspect fraudulent or criminal activities;
- * When we are required to do so by law;
- * When otherwise permitted by applicable privacy laws such as when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE EXCEPT AS PERMITTED BY LAW.

How we protect your information: We restrict access to personal information about you to those employees who need the information to provide products or services to you or for other legitimate business purposes. We maintain physical, electronic, and procedural safeguards that comply with the law to guard your personal information. We reinforce the company's privacy policy with our employees.

If you have any questions or concerns about the information we collect, please feel free to write to us at the following address:

**Basin Abstract & Title
4526 E. University, Bldg. 2, Suite A
Odessa, Texas 79762**



600 N. Loralne
Midland, Texas 79701
(432) 683-1818 T
(432) 683-2217 F

PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. In accordance with the Gramm-Leach-Bliley Act (GLBA), Lone Star Abstract & Title Co., Inc. (LSAT) understands that you may be concerned about what we will do with such information - particularly any personal, digital or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others;
- Information we receive from a consumer-reporting agency; and
- Direct and related identifiers, physical characteristics, commercial information, biometric information, internet or other electronic network activity information, geolocation data, audio, electronic and visual information as well as professional or employment-related information.

Use of Information

We request information from you for our legitimate business purposes and not for the benefit of any nonaffiliated party. We do not sell your information. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements. We will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested for us; or (2) as permitted by law.

Links to Third Party Sites

Our applications and websites may contain links to third party websites and services. Please note that these links are provided for your convenience and information, and the websites and services may operate independently from us and have their own privacy policies and notices, which we strongly suggest you review. We do not accept any responsibility or liability for the policies or practices of any third parties.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical and/or electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

AFFILIATED BUSINESS ARRANGEMENTS DISCLOSURE STATEMENT

NOTICE

GF# 500398-SLN

To: Customer of Lone Star Abstract & Title Co., Inc.

Property: 1751 East South Fork Street, Odessa, TX 79766

From: Lone Star Abstract & Title Co., Inc. Date: _____, 20__

This is to give you notice that Lone Star Abstract & Title Co., Inc. has a business relationship with Advanced Tax Management, Inc. Advanced Tax Management, Inc. supplies tax certificates for Lone Star Abstract & Title Co., Inc. and may be considered an Affiliated Business Arrangement in accordance with Title 12 USC 2602 (7).

Set forth below is the estimated charge or range of charges by Advanced Tax Management, Inc. for the following settlement services:

Tax Certificates \$25 plus tax per tax account

You are NOT required to use Advanced Tax Management, Inc. as a condition for purchase, sale, or refinance of the subject property, THERE ARE OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Document Preparation:

You are NOT required to use our in-house attorney, Pinson Law Firm, as a condition for the settlement of your loan, purchase/sale or refinance of the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

TRACT I:

Lot 7, Block 4, SOUTHFORK SUBDIVISION, 4th FILING, a Subdivision of Ector County, Texas, according to the map or plat thereof of record in Cabinet B, Page 13-A, Plat Records, Ector County, Texas, more particularly described by metes and bounds as follows:

BEGINNING at a ½ inch iron rod with cap marked "Howell RPLS 280" found in the east boundary line of Tract 1 being a 46.1 acre tract of land in Section 3, Block 42, T-3-S, T&P Ry. Co. Survey, Ector County, Texas, for the southwest corner of Lot 8, Block 4, Southfork Subdivision, 4th Filing, a Subdivision of Ector County, Texas, and for the northwest corner of this tract;

THENCE N 76° 23' 12" E (CALLED: N 75° 17' 23" E), with the south boundary line of said Lot 8, 194.7 feet to a ½ inch iron rod with cap marked "Howell RPLS 280" found in the west right-of-way line Texan Trail for a point of curvature of this tract;

THENCE southeasterly with a curve to the left, radius of 50.0 feet, Delta angle of 268° 49' 50", arc length 83.55 feet, cord bearing S 61° 35' 00" E, cord distance of 74.12 feet to a point of tangency being the most easterly northeast corner of this tract;

THENCE S 13° 38' 44" E (CALLED: S 14° 42' 37" E), with the west boundary line of said Lot 6, Block 4, 699.4 to a ½ inch iron rod with cap marked "Howell RPLS 280" found for the southwest corner of said Lot 6, Block 4 and the southeast corner of this tract;

THENCE S 76° 25' 49" W (CALLED: N 75° 21' 50" E), with the north boundary line of Lot 9, Block 1, Southfork Subdivision, a Subdivision of Ector County, Texas, according to the plat of record in Cabinet A, Pages 128-B&C, Plat Records of Ector County, Texas, 244.8 feet to a ½ inch iron rod with cap marked "Howell RPLS 280" four for the southeast corner of this Tract 1, the northwest corner of said Lot 9, Block 1 and the southwest corner of this tract;

THENCE N 14° 01' 32" W (CALLED: N 15° 05' 30" W), with the east boundary line of said Tract 1, 748.8 feet to the point of beginning and containing 4.19 acre of land.

TRACT II:

A 46.1 acre tract of land out of Section 3, Block 42, T-3-S, T&P Ry. Co. Survey, Ector County, Texas, be more fully described by metes and bounds as follows:

BEGINNING at a ½ inch iron rod found in concrete for the northwest corner of Section 3, Block 42, T-3-S, T&P Ry. Co. Survey, Ector County, Texas, and for the northwest corner of this tract;

THENCE N 76° 25' 49" E (CALLED: N 75° 26' 12" E) with the north boundary line of said Section 3, 1338.0 feet (CALLED: 1337.7 feet) to a ½ inch iron rod with cap marked "Howell RPLS 280" found for the northwest corner of Lot 8, Block 4, Southfork Subdivision, 4th Filing, a Subdivision of Ector County, Texas, according to the plat of record in Cabinet B, Page 13-A, Plat Records of Ector County, Texas and for the northeast corner of this tract;

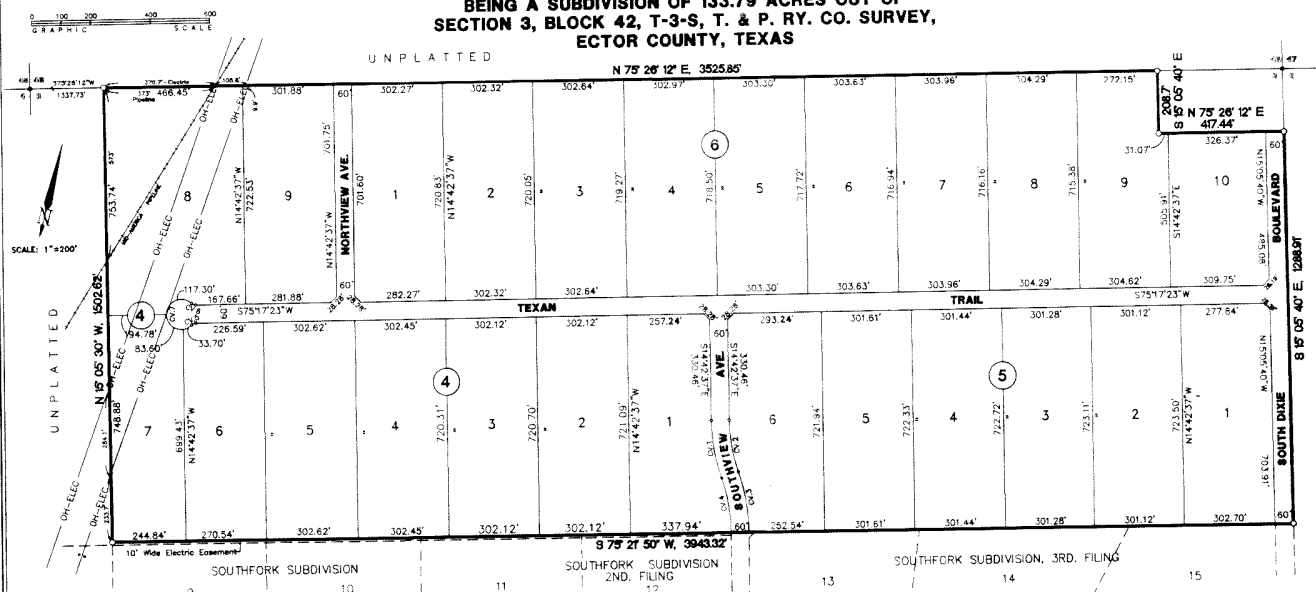
THENCE S 14° 01' 31" E (CALLED: S 15° 05' 30" E) with the west boundary line of said Lot 8, Block 4, 753.7 feet (CALLED: 753.7 feet) pass the southeast corner of said Lot 8, Block 4 and the northwest corner of Tract 2 being Lot 7, Block 4, said Southfork Subdivision, 4th Filing, continue 1502.6 feet in all to a ½ inch iron rod with cap marked "Howell RPLS 280" found in the north boundary line of Southfork Subdivision, a Subdivision of Ector County, Texas, according to the plat of record in Cabinet A, Pages 128-B&C, Plat Records of Ector County, Texas, for the southwest corner of said Tract 2 and the southeast corner of this tract;

THENCE S 76° 25' 49" E (CALLED: S 75° 21' 50" W) with the north boundary line of Lot 8, Block 1, said Southfork Subdivision, 837.7 feet pass the northwest corner of said Lot 8 and the northeast corner of Lot 7, said Block 1, continue 1337.7 feet in all to a ½ inch iron rod set in the east boundary line of said Section 3 for the northwest corner of said Lot 7, Block 1 and the southwest corner of this tract;

THENCE N 14° 01' 32" W (CALLED: N 15° 05' 30" W), with the east boundary line of said Section 3, 1502.1 feet to the point of beginning and containing 46.1 acres of land.

SOUTHFORK SUBDIVISION, 4TH. FILING
BEING A SUBDIVISION OF 133.79 ACRES OUT OF
SECTION 3, BLOCK 42, T-3-S, T. & P. RY. CO. SURVEY,
ECTOR COUNTY, TEXAS

06-06 P(ETD)
H 72



STATE OF TEXAS:
COUNTY OF ECTOR:

KNOW ALL MEN BY THESE PRESENTS: THAT WE, THE UNDERSIGNED, BEING THE PRESENT OWNERS OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED AS "SOUTHFORK SUBDIVISION, 4TH. FILING," IN ECTOR COUNTY, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER, ALL STREETS, ALLEYS, WATER COURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES SHOWN THEREON FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

APPROVED THIS 10TH DAY OF MARCH, 2008, BY THE PLANNING COMMISSION OF THE CITY OF ODESSA, TEXAS, AND ECTOR COUNTY TEXAS.

[Signature]
DIRECTOR OF PLANNING

CERTIFICATE OF DIRECTOR OF PUBLIC WORKS, CITY OF ODESSA

I HEREBY CERTIFY THAT ALL REQUIREMENTS OF THE "URBAN DEVELOPMENT ORDINANCE" CONCERNING SUBDIVISION AND/OR APPROVAL OF INFORMATION AND DATA TO THE DIRECTOR OF PUBLIC WORKS AND THE CITY ENGINEER, REQUIRED BY FINAL PLAT APPROVAL, HAVE BEEN COMPLIED WITH FOR THIS SUBMISSION.

DATED: March 20, 2008 *[Signature]*
DIRECTOR OF PUBLIC WORKS

[Signature]
BAM HOLLOWMAN

STATE OF TEXAS:
COUNTY OF ECTOR:

KNOW ALL MEN BY THESE PRESENTS: THAT I, S. W. HOWELL, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY SUPERVISION.

DATED: March 1, 2008 *[Signature]*
S. W. HOWELL
REGISTERED PROFESSIONAL LAND SURVEYOR

CERTIFICATE OF ECTOR COUNTY:

I HEREBY CERTIFY THAT ALL REQUIREMENTS OF ORDER ON SUBDIVISION, ROAD, AND DRAINAGE SPECIFICATION IN ECTOR COUNTY, TEXAS HAVE BEEN COMPLIED WITH FOR THIS SUBMISSION.

DATED: April 13, 2008 *[Signature]*
County Judge

STATE OF TEXAS:
COUNTY OF ECTOR:

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON March 22, 2008, BY BAM HOLLOWMAN

NOTARY PUBLIC, STATE OF TEXAS

[Signature]
NOTARY PUBLIC, STATE OF TEXAS

NO.	DELTA ANGLE	TANGENT	RADIUS	LENGTH	CH. BEARING	CH. DISTANCE
1	10°34'55"	97.87	588.87	183.92	S24°01'04"E	193.07
2	18°38'55"	87.99	538.87	174.43	S14°42'37"E	172.86
3	18°41'23"	102.37	613.38	203.32	S23°34'50"E	208.42
4	18°41'23"	102.37	583.32	183.78	S23°34'50"E	183.84
5	44°24'55"	8.16	20'	15.9'	S53°04'58"W	15.12'
6	44°24'55"	8.16	20'	15.9'	S82°30'00"E	15.12'
7	188°48'50"	-	50'	234.80'	N14°42'37"W	71.43'

PROPERTY LINE
PROPERTY CORNER
SECTION CORNER

FILED FOR RECORD THIS 1st DAY OF May, 2008 *[Signature]*
RECORDED THIS 1st DAY OF May, 2008 *[Signature]*
CABINET B, PAGE 13A, ECTOR COUNTY PLAT RECORDS.

[Signature]
COUNTY CLERK OF ECTOR COUNTY, TEXAS

B13A

EASEMENT AND RIGHT-OF-WAY

THE STATE OF TEXAS
COUNTY OF Ector

18757 KNOW ALL MEN BY THESE PRESENTS:

280 That Bessye Cowden Ward, a widow, and Walter Fay Averitt, a widow,

of Ector County, Texas, for and in consideration of Six hundred and eighty

Dollars (\$ 680.00) to me (us) in hand paid by Texas Electric Service Company have granted, sold and conveyed and by these presents do grant, sell and convey unto the said Company, an easement of right-of-way for an electric transmission and distribution line, consisting of variable numbers of wires, and all necessary or desirable appurtenances (including towers, H-frames or poles made of wood, metal or other materials, telephone and telegraph wire, props and guys), at or near the location and along the general course now located and staked out by said Company, along, over, under, across and upon the following

described lands located in Ector County, Texas, to-wit:

Being described as all of Sections 3, 4 and 9, Block 42, T-3-S, and all of Sections 39 and 46, Block 42, T-2-S, T & P RR Company Survey, Ector County, Texas.

The center line of said transmission line being located and described as follows:

BEGINNING at a point in the West line of said Section 9, Block 42, T-3-S, said point being 2270 feet North of the Southwest corner of said Section 9;

THENCE North 74 degrees 43 minutes East 4073 feet to a turning point in said transmission line;

THENCE North 5 degrees 34 minutes East, across said Sections 3, 4, 9, 39 and 46, a distance of 17,312 feet to a turning point in said transmission line;

THENCE North 75 degrees 01 minute East 521 feet to a point in the East line of said Section 39, Block 42, T-2-S.

This easement and right-of-way is given in lieu and correction of that certain easement and right-of-way from Bessye Cowden Ward, a widow, and Walter Fay Averitt, a widow, to Texas Electric Service Company dated September 20, 1957, which said easement and right-of-way has heretofore been recorded in Volume 295, Page 146, Deed Records of Ector County, Texas.

Cowden C. Ward and Buster Welch are/is
in possession of this property and executed this instrument as tenants.

Grantor(s) recognizes that the general course of said line, as above described, is based upon preliminary surveys only, and Grantor(s) hereby agree(s) that the easement hereby granted shall apply to the actual location of said line when constructed.

Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of inspecting, maintaining, constructing, reconstructing, and removing said line and appurtenances; the right to relocate along the same general direction of said lines; the right to relocate said line in the same relative position to any adjacent road if and as such road is widened in the future; ~~the right to lease pole space to telephone or telegraph companies or governmental bodies for the purpose of permitting these parties to string wire or other desirable appurtenances on said line~~; the right to remove, or prevent the construction of, for a distance of 25 feet on each side of the actual center of said line, any or all buildings, structures or other obstructions which, in the sole judgment of the Company, may endanger or interfere with the efficiency, safety, and/or convenient operation of said line and its appurtenances; and the right to trim or cut down trees or shrubbery within, but not limited to, said 50-foot space, to the extent, in the sole judgment of the Company, as may be necessary to prevent possible interference with the operation of said line or to remove possible hazard thereto.

The right is reserved by Grantor to use the land within the 50 foot space above described for general agricultural, grazing or other purposes not inconsistent with Grantee's use of such property provided such use shall not include the growing of trees thereon or any other use which might, in the sole judgment of the Company, interfere with the exercise by the Company of the rights hereby granted.

In addition to the consideration above recited for the easement and right of way hereby granted, the Company will pay to the owner of the land, and if leased, to his tenant, as they may be respectively entitled, for actual damages done to fences, terraces and growing crops by reason of the construction, maintenance or removal of said line; provided, however, that no such payment will be made for trimming or removal of trees from said land, nor for removal of trees or other obstructions from such 50 foot space after said line is constructed, as hereinabove provided.

TO HAVE AND TO HOLD the above described easement and rights unto the said Company, its successors and assigns, until said line shall be abandoned.

Not more than 2 towers, 37 H-frames, no poles and no guy anchorages shall be erected along the course of said line unless the said Company, its successors or assigns, shall pay to me (us), my (our) heirs and legal representatives, at the

rate of one hundred per line - 2 poles and H-Frame Dollars (\$ 100.00 40.00) for each tower, H-frame, pole and guy anchorages erected in excess of said number, and upon such payment the said Company, its successors, or assigns, shall have the right and the right is hereby granted, to erect towers, H-frames, poles and guy anchorages along said course in excess of said number.

If the construction of the facilities to be erected and located under the terms of this grant is not begun within 15 years from the date hereof this grant shall thereupon terminate and all rights and interests hereunder shall revert to grantor, his heirs and assigns.

And I (we) do hereby bind myself (ourselves), my (our) heirs and legal representatives, to warrant and forever defend all and singular the above described easement and rights unto the said Company, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

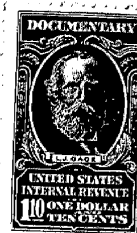
WITNESS My hand this 27th day of December, 19 57

APPROVED AS TO FORM
CANLEY, HANGER JOHN W. SCARBOROUGH & GOUCH

Company Agent or
Employee Securing Easement:

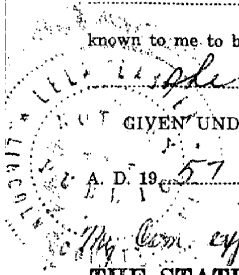
J. W. Brinker

Bessye Cowden Ward -
Walter Fay Averitt
Cowden C. Ward
Buster Welch



THE STATE OF ^{NEW MEXICO} ~~TEXAS~~
COUNTY OF Lincoln } 281
BEFORE ME, Lee Easter, a Notary Public in and for
Lincoln County, Texas, on this day personally appeared Martha Jay Curritt
a widow

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 3rd day of December
A. D. 1957
Lee Easter
Notary Public Lincoln County, Texas

THE STATE OF TEXAS,
COUNTY OF ECTOR }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
BESSIE COWDEN WARD, A WIDOW
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 the 4TH day of DEC. A. D. 1957
Bill H. Elms
Notary Public in and for ECTOR County, Texas.

Midland

Filed for Record on the 28 day of December A. D. 1957, at 9 o'clock A. M.

Duly Recorded this the 30 day of December A. D. 1957, at 10 o'clock A. M.

Instrument No. 18757
Returned to:
Texas Electric Service Company,
Box 1230,
Midland, Texas.

EDNA SMITH, County Clerk
Ector County, Texas

By Zeedy Johnson Deputy

EASEMENT AND RIGHT-OF-WAY

THE STATE OF TEXAS
COUNTY OF ECTOR

3939 KNOW ALL MEN BY THESE PRESENTS:

That WALTER FAY AVERITT, a widow, of Lincoln County, New Mexico, and BESSIE COWDEN WARD, a widow,

of Ector County, Texas, for and in consideration of Ninety and No/100

Dollars (\$90.00) to me (us) in hand paid by Texas Electric Service Company have granted, sold and conveyed and by these presents do grant, sell and convey unto the said Company, an easement of right-of-way for an electric transmission and distribution line, consisting of variable numbers of wires, and all necessary or desirable appurtenances (including towers, H-frames or poles made of wood, metal or other materials, telephone and telegraph wire, props and guys), at or near the location and along the general course now located and staked out by said Company, along, over, under, across and upon the following

described lands located in Ector County, Texas, to-wit:

Being in Section Three (3) and Four (4), Block Forty-Two (42), Township-Three-South, Texas and Pacific Railroad Company Survey, Ector County, Texas, and which property is more particularly described in that certain deed recorded in Volume 61, Page 461, "Deed Records of Ector County, Texas", to which reference is hereby made.

The centerline of said electric distribution line to be described as follows:

BEGINNING at a point in an existing distribution line, said point being six hundred sixty-five (665) feet West of the East line and two hundred sixty (260) feet South of the North line of said Section Four (4);

THENCE in a southerly direction, parallel to the East line, a distance of two hundred seventy-seven (277) feet to an angle point, and from said angle point a guy anchorage extends thirty (30) feet in a southwesterly direction;

THENCE from the angle point in a southeasterly direction, intersecting the East line of Section Four (4), which is the West line of Section Three (3), at a point two thousand four hundred twenty-seven (2,427) feet South of the Northeast corner and continuing along the same course a distance over all from the angle point of two thousand thirty-seven (2,037) feet.

Grantor(s) recognizes that the general course of said line, as above described, is based upon preliminary surveys only, and Grantor(s) hereby agree(s) that the easement hereby granted shall apply to the actual location of said line when constructed.

Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of inspecting, maintaining, constructing, reconstructing, and removing said line and appurtenances; the right to relocate along the same general direction of said lines; the right to relocate said line in the same relative position to any adjacent road if and as such road is widened in the future; the right to lease pole space to telephone or telegraph companies or governmental bodies for the purpose of permitting these parties to string wire or other desirable appurtenances on said line; the right to remove, or prevent the construction of, for a distance of 25 feet on each side of the actual center of said line, any or all buildings, structures or other obstructions which, in the sole judgment of the Company, may endanger or interfere with the efficiency, safety, and/or convenient operation of said line and its appurtenances; and the right to trim or cut down trees or shrubbery within, but not limited to, said 50-foot space, to the extent, in the sole judgment of the Company, as may be necessary to prevent possible interference with the operation of said line or to remove possible hazard thereto.

The right is reserved by Grantor to use the land within the 50 foot space above described for general agricultural, grazing or other purposes not inconsistent with Grantee's use of such property provided such use shall not include the growing of trees thereon or any other use which might, in the sole judgment of the Company, interfere with the exercise by the Company of the rights hereby granted.

In addition to the consideration above, recited for the easement and right of way hereby granted, the Company will pay to the owner of the land, and if leased, to his tenant, as they may be respectively entitled, for actual damages done to fences, terraces and growing crops by reason of the construction, maintenance or removal of said line; provided, however, that no such payment will be made for trimming or removal of trees from said land, nor for removal of trees or other obstructions from such 50 foot space after said line is constructed, as hereinabove provided.

TO HAVE AND TO HOLD the above described easement and rights unto the said Company, its successors and assigns, until said line shall be abandoned.

Not more than No towers, No H-frames, 7 poles and 2 guy anchorages shall be erected along the course of said line unless the said Company, its successors or assigns, shall pay to me (us), my (our) heirs and legal representatives, at the rate of Ten and No/100 Dollars (\$ 10.00) for each tower, H-frame, pole and guy anchorages erected in excess of said number, and upon such payment the said Company, its successors, or assigns, shall have the right and the right is hereby granted, to erect towers, H-frames, poles and guy anchorages along said course in excess of said number.

If the construction of the facilities to be erected and located under the terms of this grant is not begun within 15 years from the date hereof this grant shall thereupon terminate and all rights and interests hereunder shall revert to grantor, his heirs and assigns.

And I (we) do hereby bind myself (ourselves), my (our) heirs and legal representatives, to warrant and forever defend all and singular the above described easement and rights unto the said Company, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS OUR hand this 15th day of January, 1962

APPROVED AS TO FORM:
CANTEY, HANGER, JOHNSON, SCARBOROUGH & GOOCH

Bessye Cowden Ward
BESSYE COWDEN WARD
Ck. No. 42314

Company Agent or
Employee Securing Easement:

Stanley W. Ball ODESSA

Walter Fay Averitt
WALTER FAY AVERITT
ODESSA

NEITHER THE VALUE OF THE RIGHTS
HEREIN CONVEYED NOR THE COMITY
PAID THEREFOR EQUALS \$100.00
Ck. No. 42315 Ck. No. 42313

THE STATE OF TEXAS
COUNTY OF ECTOR

BEFORE ME, the undersigned, a Notary Public in and for
Ector County, Texas, on this day personally appeared BESSYE COWDEN WARD
a widow,

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 15th day of January
A. D. 1962

Stanley W. Ball
STANLEY W. BALL
Notary Public ECTOR County, Texas.

SINGLE ACKNOWLEDGMENT

NEW MEXICO
THE STATE OF TEXAS
COUNTY OF LINCOLN

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
WALTER FAY AVERITT, a widow
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 the 8th day of February A. D. 1962.

Gladys M. Thomson
(L.S.)
Notary Public in and for Lincoln County, New Mexico

842—The Ode Company, Publishers—Dallas

Filed for Record on the 21 day of March A. D. 19 62 at 11 o'clock A.M.
Duly Recorded this 22 day of March A. D. 19 62 at 10 o'clock A.M.
Instrument No. 3939 EDNA SMITH, County Clerk
Return to: Texas Electric Service Co.
Box 1230
Midland, Texas
By Gladys Brownlee Deputy

Prel. #51/263 Returned to; Texas Electric Service Company
To Serve: Mid-America Pipe Line Co. Box 1230, Midland, Texas

13005
EASEMENT AND RIGHT OF WAY

TRACT 15

E-49017

19113478

228

THE STATE OF TEXAS

County of Ector

KNOW ALL MEN BY THESE PRESENTS:

That BESSIE COWDEN WARD, A WIDOW, AND WALTER FAY ANSITT,
A WIDOW,

of Ector County, Texas, hereinafter called "Grantor," whether one or more, for and in consideration of

Ten and No/100 ----- Dollars (\$ 10.00) to Grantor in hand paid by Texas Electric Service Company, has granted, sold and conveyed and by these presents does grant, sell and convey unto said Company an easement and right-of-way for an electric transmission and distribution line, consisting of variable number of wires, and all necessary or desirable appurtenances (including towers, H-Frames or poles made of wood, metal or other materials, telephone and telegraph wires, guy wires and guy anchorages) at or near the location and along the general course now located and staked out by said Company, along, over, under, across and upon the following described lands located in Ector County, Texas, more particularly described as follows:

Being described as Sections 16, 9, 10, 3, 2 and 1, Block 42, T-3-S and South one-half (S/2) of Section 48, Block 42, T-2-S, T&P R.R. Company Survey, Ector County, Texas;

BEGINNING at a copperweld rod stamped #25 in the East right of way line of U.S. Highway 385, said point being 649-5/10 feet South and 88-2/10 feet North 43 degrees 36 minutes 30 seconds East of the Northwest corner of said Section 16;

THENCE North 43 degrees 36 minutes 30 seconds East, at 1160-1/10 feet cross the line common to said Sections 16 and 9; at 6057-3/10 feet cross the line common to said Sections 9 and 10; at 11,318-3/10 feet cross the line common to said Sections 10 and 3; at 12,434-1/10 feet cross the line common to said Sections 3 and 2; at 18,821-1/10 feet, in all 18,857-8/10 feet to an angle point, from which point said transmission line bears 100 feet;

THENCE North 53 degrees 31 minutes 30 seconds East from the above described angle point, at 3777-4/10 feet cross the line common to said Sections 1 and 48; in all 5510-9/10 feet to an angle point in said line, from which point said transmission line bears North 53 degrees 31 minutes 30 seconds East 94 feet and South 15 degrees 39 minutes 30 seconds East 94 feet;

THENCE North 15 degrees 39 minutes 30 seconds West 2020-9/10 feet to a point in the North line of said property, said point being 100-3/10 feet West of the Northeast corner of said Section 48.

Being a strip of land 75 feet wide, being 37 1/2 feet on either side of the above described centerline and comprising 45.564 acres.

Grantor recognizes that the general course of said line, as above described, is based on preliminary surveys only, and Grantor hereby agrees that the easement hereby granted shall apply to the actual location of said line when constructed.

Together with the right of ingress and egress over and along the above described right-of-way, and over Grantor's adjacent lands to or from said right-of-way, for the purpose of constructing, operating, improving, reconstructing, repairing, relocating, inspecting, patrolling, maintaining and removing such electric power and communication lines as the Company may from time to time find necessary, convenient or desirable to erect thereon; the right to relocate along the same general direction of said line, the right to relocate said line in the same relative position to any adjacent road if and as such road is widened in the future, the right to lease pole space for the purpose of permitting others to string wire or other desirable appurtenances on said line, the right to remove or prevent the construction on said strip of any or all buildings, structures or other obstructions which, in the sole judgment of the Company, may endanger or interfere with the efficiency, safety, and/or convenient operation of said line and its appurtenances; and the right to trim or cut down trees and shrubbery within, but not limited to, said 75 foot space, to the extent, in the sole judgment of the Company, as may be necessary to prevent possible interference with the operation of said line or to remove possible hazard thereto.

Grantor reserves the right to use said land for general agricultural and grazing purposes, provided such use shall not include the growing of trees thereon or any other use that might, in the sole judgment of the Company, interfere with the exercise by the Company of the rights hereby granted. Grantor further reserves the right to lay out, dedicate, construct, maintain and use across said strip such roads, streets, alleys, railroad tracks, underground telephone cables and conduits and gas, water, and sewer pipe lines as will not interfere with Company's use of said land for the purpose aforesaid, provided all such facilities shall be located at angles of not less than 45 degrees to any of Company's lines, and shall be so constructed as to provide with respect to Company's wires and other facilities the minimum clearances provided by law and recognized as standard in the electrical industry. Grantor also reserves the right to erect fences not more than 8 feet high across said land, provided all such fences shall have gates, openings, or removable sections at least 12 feet wide which will permit Company reasonable access to all parts of said land.

In addition to the consideration above recited for the easement and right-of-way hereby granted, the Company will pay to the owner of the land, and if leased, to his tenant, as they may be respectively entitled, for actual damages done to fences, terraces and growing crops by reason of the construction, maintenance or removal of said line; provided, however, that no such payment will be made for trimming or removal of trees from said land, nor for removal of trees or other obstructions from such 75 foot space after said line is constructed, as hereinabove provided.

TO HAVE AND TO HOLD the above described easement and rights unto the said Company, its successors and assigns, until said line shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor, his heirs, successors or assigns; and Grantor hereby binds himself, his heirs and legal representatives, to warrant and forever defend the above described easement and rights unto Company, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

If the construction of the facilities to be erected and located under the terms of this grant is not begun within 15 years from the date hereof this grant shall thereupon terminate and all rights and interests hereunder shall revert to Grantor, his heirs and assigns.

EXECUTED this 23rd day of October, A.D. 1972

Company Agent or Employee
Securing Easement

Bessie Cowden Ward,
Walter Fay Ansitt

Subscribed

Approved As To Form

CANTEY, HANCOCK, GOODCH, CRAVENS & MUNN

By 242

CERTIFICATE OF ACKNOWLEDGMENT FOR INDIVIDUALS

229

THE STATE OF TEXAS

County of ECTOR

BEFORE ME, the undersigned authority, on this day personally appeared Berrie Gauden Ward, a
widow, and Walter Ray Arvitt, a widow,

known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that

they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23rd day of October, A. D. 19 72

STANLEY W. BALL

Notary Public Ector County, Texas

My Commission Expires On June 1, 1973

Notary Public

County, Texas

Filed for Record on the 6th day of December, A. D. 19 72, at 4 o'clock P. M.

Duly Recorded this the 7th day of December, A. D. 19 72, at 10 o'clock A. M.

Instrument No. 13005

EDNA SMITH, County Clerk

Returned to: Texas Electric Serv. Co.
Box 1230
Midland, Texas 79701

Ector County, Texas

By [Signature] Deputy

9857

EASEMENT AND RIGHT-OF-WAY

762

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

That JESS C. WARD, JR., Individually and as Co-Executor of the Estate of Bessye Cowden Ward, ESMA JEANNE WARD, JESS C. WARD, III, DEBBIE WARD, CECILIA WARD SULLIVAN, and DANIEL J. SULLIVAN, hereinafter called "Grantor", whether one or more, for and in consideration of Thirty-Three Thousand Three Hundred Thirty-Three and 33/100 Dollars (\$33,333.33) to Grantor in hand paid by Texas Electric Service Company, a Corporation (hereinafter referred to as "Company"), has granted, sold and conveyed and by these presents does grant, sell and convey unto said Company an easement and right-of-way for an electric transmission and distribution line, consisting of variable number of wires, and all necessary or desirable appurtenances (including towers, H-frames or poles made of wood, metal or other materials, telephone and telegraph wires, guy wires and guy anchorages) at or near the location and along the general course now located and staked out by said Company, along, over, under, across and upon the following described lands located in Ector County, Texas, more particularly described as follows:

Being all of Sections 3 and 4, Block 42, T-3-S, T&P RR Company Survey, Ector County, Texas, the centerline of said easement being more particularly described as follows:

BEGINNING at a point in the East line of said Section 3, said point being Southerly, along said East line, 3361.8 feet from the Northeast corner of said Section 3, as fenced;

THENCE South 76 degrees 01 minute 19 seconds West crossing the line common to said Sections 3 and 4, in all, 10,393.1 feet to a point in the East right-of-way line of U. S. Highway 385, as fenced, said point being a point of exit from said Grantor's property;

THENCE continuing South 76 degrees 01 minute 19 seconds West 227.0 feet to a point in the West right-of-way line of U. S. Highway 385, said point

being a point of reentrance to said Grantor's property;

763

THENCE continuing South 76 degrees 01 minute 19 seconds West, at 149.3 feet crossing a fence for the East right-of-way line of F. M. Highway 2227, in all, 225.0 feet to a point in the West line of said Section 4 and the centerline of F. M. Highway 2227.

Being a strip of land 150 feet wide, being 75 feet on either side of the above described centerline and comprising 36.56 acres.

Together with the right of ingress over, along and upon said strip of land and existing roads across Grantor's adjacent lands which Grantor might allow Grantee to use to obtain such ingress and egress to such right-of-way, for the purpose of constructing, operating, improving, reconstructing, repairing, relocating, inspecting, patrolling, maintaining and removing said electric power and communication lines as the Company may from time to time find necessary, convenient or desirable to erect thereon; the right to relocate along the same general direction of said line, the right to relocate said line in the same relative position to any adjacent road if and as such road is widened in the future, the right to lease pole space for the purpose of permitting others to string wire or other desirable appurtenances on said line, the right to remove or prevent the construction on said strip of any or all buildings, structures of other obstructions which, in the sole judgment of the Company, may endanger or interfere with the efficiency, safety, and/or convenient operation of said line and its appurtenances; and the right to trim or cut down trees and shrubbery within, but not limited to, said 150 foot space, to the extent, in the sole judgment of the Company, as may be necessary to prevent possible interference with the operation of said line or to remove possible hazard thereto.

The rights herein granted shall also include the right to install gates in all existing and future fences crossing said strip of land, provided such gates will be installed in a manner that will not weaken such fences.

764

Grantor reserves the right to use the above-described land for general agricultural and grazing purposes, provided such use shall not include the growing of trees thereon or any other use that might, in the sole judgment of the Company, interfere with the exercise by the Company of the rights hereby granted. Grantor further reserves the right to lay out, dedicate, construct, maintain and use across said strip such roads, streets, alleys, railroad tracks, underground and overhead utility cables and conduits and gas, water, and sewer pipe lines as will not interfere with Company's use of said land for the purpose aforesaid, provided all such facilities shall be located at angles of not less than 45 degrees to any of Company's lines, and shall be so constructed as to provide with respect to Company's wires and other facilities the minimum clearances provided by law and recognized as standard in the electrical industry. Grantor also reserves the right to erect fences not more than 8 feet high across said land, provided all such fences shall have gates, openings, or removable sections at least 12 feet wide which will permit Company reasonable access to all parts of said land.

In addition to the consideration above recited for the easement and right-of-way hereby granted, the Company will pay to the owner of the land, and if leased, to his tenant, as they may be respectively entitled, for actual damages done to fences, terraces and growing crops by reason of the construction, maintenance or removal of said line; provided, however, that no such payment will be made for trimming or removal of trees from said land, nor for removal of trees or

other obstructions from such 150 foot space after said line
is constructed as hereinabove provided.

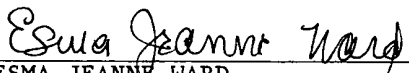
765

TO HAVE AND TO HOLD the above-described easement and
rights unto the said Company, its successors and assigns,
until said line shall be abandoned, and in that event said
easement and right-of-way shall cease and all rights herein
granted shall terminate and revert to Grantor, their heirs
and legal assigns, against every person whomsoever lawfully
claiming or to claim the same or any part thereof.

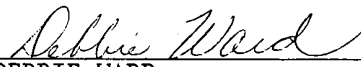
If the construction of the facilities to be erected and
located under the terms of this grant is not begun within 15
years from the date hereof, this grant shall thereupon
terminate and all rights and interests hereunder shall
revert to Grantor, their heirs, successors and assigns.

The rights granted herein shall be effective and run
from the 8th day of April, 1985.


JESS C. WARD, JR., Individual-
ly and as Co-Executor of the
Estate of Bessye Cowden Ward


ESMA JEANNE WARD


JESS C. WARD, III


DEBBIE WARD


CECILIA WARD SULLIVAN


DANIEL J. SULLIVAN

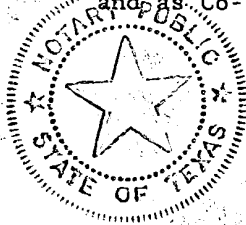
HOLDER OF EASEMENT:

TEXAS ELECTRIC SERVICE COMPANY
Post Office Box 970
Fort Worth, Texas 76101

The State of Texas §
County of Uvalde §

766

This instrument was acknowledged before me this 23rd
day of May, 1985, by JESS C. WARD, JR., individually
and as Co-Executor of the Estate of Bessye Cowden Ward.

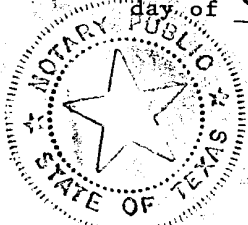


Edna McClain
NOTARY PUBLIC in and for
the State of TEXAS

My Commission Expires: 10-12-87

The State of Texas §
County of Uvalde §

This instrument was acknowledged before me this 23rd
day of May, 1985, by ESMA JEANNE WARD.

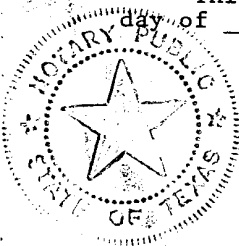


Edna McClain
NOTARY PUBLIC in and for
the State of TEXAS

My Commission Expires: 10-12-87

The State of Texas §
County of Uvalde §

This instrument was acknowledged before me this 23rd
day of May, 1985, by JESS C. WARD, III.

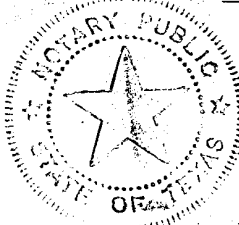


Edna McClain
NOTARY PUBLIC in and for
the State of TEXAS

My Commission Expires: 10-12-87

The State of Texas §
County of Uvalde §

This instrument was acknowledged before me this 23rd
day of May, 1985, by DEBBIE WARD.



Edna McClain
NOTARY PUBLIC in and for
the State of TEXAS

My Commission Expires: 10-12-87

The State of New York §
County of New York §

767

This instrument was acknowledged before me this 20th
day of May, 1985, by CECILIA WARD SULLIVAN.

Stephen J. Rosen
NOTARY PUBLIC in and for
the State of New York

My Commission Expires: March 30, 1986
STEPHEN J. ROSEN
NOTARY PUBLIC, State of New York
No. 515753495
Qualified in New York County
Commission Expires March 30, 1986

The State of New York §
County of New York §

This instrument was acknowledged before me this 20th
day of MAY, 1985, by DANIEL J. SULLIVAN.

Stephen J. Rosen
NOTARY PUBLIC in and for
the State of New York

My Commission Expires: March 30, 1986
STEPHEN J. ROSEN
NOTARY PUBLIC, State of New York
No. 515753495
Qualified in New York County
Commission Expires March 30, 1986

6

FILED FOR RECORD THE 24th DAY OF June A.D., 19 85 AT 10 O'CLOCK A. M.

DULY RECORDED THE 25th DAY OF June A.D., 19 85 AT 10 O'CLOCK A. M.

INSTRUMENT NO: 9857
RETURN TO:

Cantey, Hanger, Gooch, Munn, & Collins
2100 InterFirst Tower
Fort Worth, Texas 76102

LUCILLE WOLZ, COUNTY CLERK
ECTOR COUNTY, TEXAS

BY: K. Kelley Bond DEPUTY

9858
EASEMENT AND RIGHT-OF-WAY

768

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF ECTOR. §

That COWDEN C. WARD JR., SHERRY WARD, GLORIA HOPE WARD YOUNGBLOOD, Individually and as Co-Executor of the Estate of Bessye Cowden Ward, C. DWAIN YOUNGBLOOD, EVA KAREN LOUISE VERLANDER and R. E. VERLANDER, hereinafter called "Grantor", whether one or more, for and in consideration of Thirty-Three Thousand Three Hundred Thirty-Three and 33/100 Dollars (\$33,333.33) to Grantor in hand paid by Texas Electric Service Company, a Corporation (hereinafter referred to as "Company"), has granted, sold and conveyed and by these presents does grant, sell and convey unto said Company an easement and right-of-way for an electric transmission and distribution line, consisting of variable number of wires, and all necessary or desirable appurtenances (including towers, H-frames or poles made of wood, metal or other materials, telephone and telegraph wires, guy wires and guy anchorages) at or near the location and along the general course now located and staked out by said Company, along, over, under, across and upon the following described lands located in Ector County, Texas, more particularly described as follows:

Being all of Sections 3 and 4, Block 42, T-3-S, T&P RR Company Survey, Ector County, Texas, the centerline of said easement being more particularly described as follows:

BEGINNING at a point in the East line of said Section 3, said point being Southerly, along said East line, 3361.8 feet from the Northeast corner of said Section 3, as fenced;

THENCE South 76 degrees 01 minute 19 seconds West crossing the line common to said Sections 3 and 4, in all, 10,393.1 feet to a point in the East right-of-way line of U. S. Highway 385, as fenced, said point being a point of exit from said Grantor's property;

THENCE continuing South 76 degrees 01 minute 19 seconds West 227.0 feet to a point in the West right-of-way line of U. S. Highway 385, said point being a point of reentrance to said Grantor's property; 769

THENCE continuing South 76 degrees 01 minute 19 seconds West, at 149.3 feet crossing a fence for the East right-of-way line of F. M. Highway 2227, in all, 225.0 feet to a point in the West line of said Section 4 and the centerline of F. M. Highway 2227.

Being a strip of land 150 feet wide, being 75 feet on either side of the above described centerline and comprising 36.56 acres.

Together with the right of ingress over, along and upon said strip of land and existing roads across Grantor's adjacent lands which Grantor might allow Grantee to use to obtain such ingress and egress to such right-of-way, for the purpose of constructing, operating, improving, reconstructing, repairing, relocating, inspecting, patrolling, maintaining and removing said electric power and communication lines as the Company may from time to time find necessary, convenient or desirable to erect thereon; the right to relocate along the same general direction of said line, the right to relocate said line in the same relative position to any adjacent road if and as such road is widened in the future, the right to lease pole space for the purpose of permitting others to string wire or other desirable appurtenances on said line, the right to remove or prevent the construction on said strip of any or all buildings, structures of other obstructions which, in the sole judgment of the Company, may endanger or interfere with the efficiency, safety, and/or convenient operation of said line and its appurtenances; and the right to trim or cut down trees and shrubbery within, but not limited to, said 150 foot space, to the extent, in the sole judgment of the Company, as may be necessary to prevent possible interference with the operation of said line or to remove possible hazard thereto.

The rights herein granted shall also include the right to 770
install gates in all existing and future fences crossing
said strip of land, provided such gates will be installed in
a manner that will not weaken such fences.

Grantor reserves the right to use the above-described
land for general agricultural and grazing purposes, provided
such use shall not include the growing of trees thereon or
any other use that might, in the sole judgment of the
Company, interfere with the exercise by the Company of the
rights hereby granted. Grantor further reserves the right
to lay out, dedicate, construct, maintain and use across
said strip such roads, streets, alleys, railroad tracks,
underground and overhead utility cables and conduits and
gas, water, and sewer pipe lines as will not interfere with
Company's use of said land for the purpose aforesaid,
provided all such facilities shall be located at angles of
not less than 45 degrees to any of Company's lines, and
shall be so constructed as to provide with respect to
Company's wires and other facilities the minimum clearances
provided by law and recognized as standard in the electrical
industry. Grantor also reserves the right to erect fences
not more than 8 feet high across said land, provided all
such fences shall have gates, openings, or removable sec-
tions at least 12 feet wide which will permit Company
reasonable access to all parts of said land.

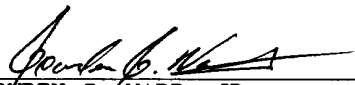
In addition to the consideration above recited for the
easement and right-of-way hereby granted, the Company will
pay to the owner of the land, and if leased, to his tenant,
as they may be respectively entitled, for actual damages
done to fences, terraces and growing crops by reason of the
construction, maintenance or removal of said line; provided,
however, that no such payment will be made for trimming or
removal of trees from said land, nor for removal of trees or

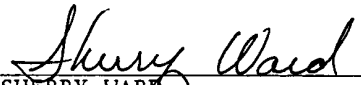
other obstructions from such 150 foot space after said line: **771**
is constructed as hereinabove provided.

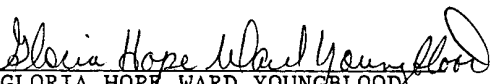
TO HAVE AND TO HOLD the above-described easement and rights unto the said Company, its successors and assigns, until said line shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor, their heirs and legal assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

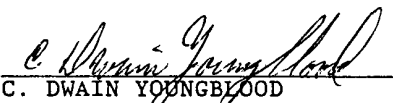
If the construction of the facilities to be erected and located under the terms of this grant is not begun within 15 years from the date hereof, this grant shall thereupon terminate and all rights and interests hereunder shall revert to Grantor, their heirs, successors and assigns.

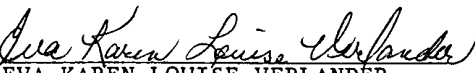
The rights granted herein shall be effective and run from the 8th day of April, 1985.


COWDEN C. WARD, JR.


SHERRY WARD


GLORIA HOPE WARD YOUNGBLOOD
Individually and as Co-Executor
of the Estate of Bessye Cowden
Ward


C. DWAIN YOUNGBLOOD


EVA KAREN LOUISE VERLANDER


R. E. VERLANDER

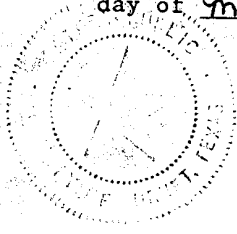
HOLDER OF EASEMENT:

TEXAS ELECTRIC SERVICE COMPANY
Post Office Box 970
Fort Worth, Texas 76101

The State of Texas §
County of Burnet §

772

This instrument was acknowledged before me this 20th
day of May, 1985, by COWDEN C. WARD, JR.

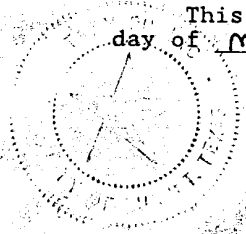


Dorothy M. Bransford
NOTARY PUBLIC in and for
the State of Texas

My Commission Expires: _____

The State of Texas §
County of Burnet §

This instrument was acknowledged before me this 20th
day of May, 1985, by SHERRY WARD.



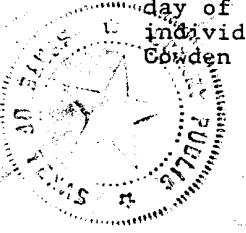
Dorothy M. Bransford
NOTARY PUBLIC in and for
the State of Texas

My Commission Expires: _____

My Commission Expires 1/13/88
Dorothy M. Bransford, Burnet County, Texas

The State of Texas §
County of Bexar §

This instrument was acknowledged before me this 13
day of May, 1985, by GLORIA HOPE WARD YOUNGBLOOD,
individually and as Co-Executor of the Estate of Bessye
Cowden Ward.

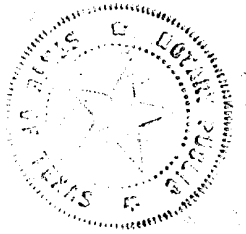


Margaret L. Ray
NOTARY PUBLIC in and for
the State of Texas

My Commission Expires: 10-17-88

The State of Texas §
County of Bexar §

This instrument was acknowledged before me this 13
day of May, 1985, by C. DWAIN YOUNGBLOOD.



Margaret L. Ray
NOTARY PUBLIC in and for
the State of Texas

My Commission Expires: 10-17-88

The State of Nevada §
County of Washoe §

773

This instrument was acknowledged before me this 4th
day of June, 1985, by EVA KAREN LOUISE VERLANDER.

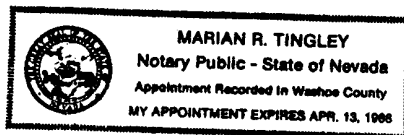


Marian R. Tingley
NOTARY PUBLIC in and for
the State of Nevada

My Commission Expires: 4/13/86

The State of Nevada §
County of Washoe §

This instrument was acknowledged before me this 4th
day of June, 1985, by R. E. VERLANDER.



Marian R. Tingley
NOTARY PUBLIC in and for
the State of Nevada

My Commission Expires: 4/13/86

6

FILED FOR RECORD THE 24th DAY OF June A.D., 19 85 AT 10 O'CLOCK A. M.

DULY RECORDED THE 25th DAY OF June A.D., 19 85 AT 10 O'CLOCK A.M.

INSTRUMENT NO: 9858
RETURN TO:

Cantey, Hanger, Gooch, Munn, & Collins
2100 InterFirst Tower
Fort Worth, Texas 76102

LUCILLE WOLZ, COUNTY CLERK
ECTOR COUNTY, TEXAS

BY: Reelley Bonds DEPUTY

9859

774

EASEMENT AND RIGHT-OF-WAY

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

That MOIZELLE WARD OLIVER KIRK, Individually and as Co-Executor of the Estate of Bessye Cowden Ward, MAC D. OLIVER, III, TERESA L. OLIVER, DENISE OLIVER CHAMBERLAIN and ALAN A. CHAMBERLAIN, hereinafter called "Grantor", whether one or more, for and in consideration of Thirty-Three Thousand Three Hundred Thirty-Three and 33/100 Dollars (\$33,333.33) to Grantor in hand paid by Texas Electric Service Company, a Corporation (hereinafter referred to as "Company"), has granted, sold and conveyed and by these presents does grant, sell and convey unto said Company an easement and right-of-way for an electric transmission and distribution line, consisting of variable number of wires, and all necessary or desirable appurtenances (including towers, H-frames or poles made of wood, metal or other materials, telephone and telegraph wires, guy wires and guy anchorages) at or near the location and along the general course now located and staked out by said Company, along, over, under, across and upon the following described lands located in Ector County, Texas, more particularly described as follows:

Being all of Sections 3 and 4, Block 42, T-3-S, T&P RR Company Survey, Ector County, Texas, the centerline of said easement being more particularly described as follows:

BEGINNING at a point in the East line of said Section 3, said point being Southerly, along said East line, 3361.8 feet from the Northeast corner of said Section 3, as fenced;

THENCE South 76 degrees 01 minute 19 seconds West crossing the line common to said Sections 3 and 4, in all, 10,393.1 feet to a point in the East right-of-way line of U. S. Highway 385, as fenced, said point being a point of exit from said Grantor's property;

THENCE continuing South 76 degrees 01 minute 19 seconds West 227.0 feet to a point in the West right-of-way line of U. S. Highway 385, said point being a point of reentrance to said Grantor's property;

775

THENCE continuing South 76 degrees 01 minute 19 seconds West, at 149.3 feet crossing a fence for the East right-of-way line of F. M. Highway 2227, in all, 225.0 feet to a point in the West line of said Section 4 and the centerline of F. M. Highway 2227.

Being a strip of land 150 feet wide, being 75 feet on either side of the above described centerline and comprising 36.56 acres.

Together with the right of ingress over, along and upon said strip of land and existing roads across Grantor's adjacent lands which Grantor might allow Grantee to use to obtain such ingress and egress to such right-of-way, for the purpose of constructing, operating, improving, reconstructing, repairing, relocating, inspecting, patrolling, maintaining and removing said electric power and communication lines as the Company may from time to time find necessary, convenient or desirable to erect thereon; the right to relocate along the same general direction of said line, the right to relocate said line in the same relative position to any adjacent road if and as such road is widened in the future, the right to lease pole space for the purpose of permitting others to string wire or other desirable appurtenances on said line, the right to remove or prevent the construction on said strip of any or all buildings, structures of other obstructions which, in the sole judgment of the Company, may endanger or interfere with the efficiency, safety, and/or convenient operation of said line and its appurtenances; and the right to trim or cut down trees and shrubbery within, but not limited to, said 150 foot space, to the extent, in the sole judgment of the Company, as may be necessary to prevent possible interference with the operation of said line or to remove possible hazard thereto.

The rights herein granted shall also include the right to install gates in all existing and future fences crossing said strip of land, provided such gates will be installed in a manner that will not weaken such fences.

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Grantor reserves the right to use the above-described land for general agricultural and grazing purposes, provided such use shall not include the growing of trees thereon or any other use that might, in the sole judgment of the Company, interfere with the exercise by the Company of the rights hereby granted. Grantor further reserves the right to lay out, dedicate, construct, maintain and use across said strip such roads, streets, alleys, railroad tracks, underground and overhead utility cables and conduits and gas, water, and sewer pipe lines as will not interfere with Company's use of said land for the purpose aforesaid, provided all such facilities shall be located at angles of not less than 45 degrees to any of Company's lines, and shall be so constructed as to provide with respect to Company's wires and other facilities the minimum clearances provided by law and recognized as standard in the electrical industry. Grantor also reserves the right to erect fences not more than 8 feet high across said land, provided all such fences shall have gates, openings, or removable sections at least 12 feet wide which will permit Company reasonable access to all parts of said land.

In addition to the consideration above recited for the easement and right-of-way hereby granted, the Company will pay to the owner of the land, and if leased, to his tenant, as they may be respectively entitled, for actual damages done to fences, terraces and growing crops by reason of the construction, maintenance or removal of said line; provided, however, that no such payment will be made for trimming or removal of trees from said land, nor for removal of trees or

other obstructions from such 150 foot space after said line ⁷⁷⁷
is constructed as hereinabove provided.

TO HAVE AND TO HOLD the above-described easement and rights unto the said Company, its successors and assigns, until said line shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor, their heirs and legal assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

If the construction of the facilities to be erected and located under the terms of this grant is not begun within 15 years from the date hereof, this grant shall thereupon terminate and all rights and interests hereunder shall revert to Grantor, their heirs, successors and assigns.

The rights granted herein shall be effective and run from the 8th day of April, 1985.

Moizelle Ward Oliver Kirk
MOIZELLE WARD OLIVER KIRK,
Individually and as Co-Execu-
tor of the Estate of Bessye
Cowden Ward

Mac D. Oliver III
MAC D. OLIVER, III

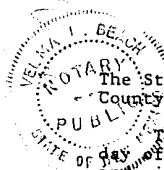
Teresa L. Oliver
TERESA L. OLIVER

Denise Oliver Chamberlain
DENISE OLIVER CHAMBERLAIN

Alan A. Chamberlain
ALAN A. CHAMBERLAIN

HOLDER OF EASEMENT:

TEXAS ELECTRIC SERVICE COMPANY
Post Office Box 970
Fort Worth, Texas 76101



778

The State of New Mexico §
County of Lincoln §

This instrument was acknowledged before me this 24
day of May, 1985, by MOIZELLE WARD OLIVER KIRK,
individually and as Co-Executor of the Estate of Bessye
Cowden Ward.

Velma I. Beach
NOTARY PUBLIC in and for
the State of New Mexico

My Commission Expires: 1/3/87

The State of Texas §
County of Dallas §

This instrument was acknowledged before me this 12th
day of May, 1985, by MAC D. OLIVER, III.

Louise D. Saunders
NOTARY PUBLIC in and for
the State of Texas

My Commission Expires: 6-30-85

The State of Texas §
County of Wichita §

This instrument was acknowledged before me this 21st
day of May, 1985, by TERESA L. OLIVER.

Denise Oliver
NOTARY PUBLIC in and for
the State of Texas

My Commission Expires: 6/9/89

The State of Texas §
County of Dallas §

This instrument was acknowledged before me this 17th
day of May, 1985, by DENISE OLIVER CHAMBERLAIN.

Louise D. Saunders
NOTARY PUBLIC in and for
the State of Texas

My Commission Expires: 6-30-89

The State of Texas §
County of Dallas §

This instrument was acknowledged before me this 17th
day of May, 1985, by ALAN A. CHAMBERLAIN.

Louise D. Saunders
NOTARY PUBLIC in and for
the State of Texas

My Commission Expires: 6-30-89

FILED FOR RECORD THE 24th DAY OF June A.D., 19 85 AT 10 O'CLOCK A. M.

DULY RECORDED THE 25th DAY OF June A.D., 1985 AT 10 O'CLOCK A. M.

INSTRUMENT NO: 9859
RETURN TO:

LUCILLE WOLZ, COUNTY CLERK
ECTOR COUNTY, TEXAS

Cantey, Hanger, Gooch, Munn, & Collins
2100 InterFirst Tower
Fort Worth, Texas 76102

BY: Kelley Bonds
DEPUTY

(Individual)

12716

R / W No. T-SY-EC-32

GRANT OF EASEMENT

FOR AND IN CONSIDERATION of the sum of ~~#####~~ Ten Dollars (\$10.00) and other good and valuable consideration acknowledged, and a further sum, equal in the aggregate to One Dollar (\$1.00) per rod for each lineal rod of pipeline to be constructed under the terms hereof, to be paid after a survey establishing the route of the line has been completed, and before construction is commenced, I, or we, Bessye Cowden Ward

P. O. Box 1868, Odessa, Texas

hereinafter referred to as "Grantor" (whether one or more), do hereby grant, bargain, sell and convey unto MID-AMERICA PIPELINE COMPANY, a Delaware corporation, its successors and assigns, hereinafter referred to as "Grantee", the right, privilege and easement, at any time and from time to time to construct, maintain, inspect, operate, protect, repair, replace, change the size of, or remove a pipeline ~~#####~~ gate valves and other appurtenances, including cathodic protection equipment, within the confines of a right of way fifty feet in width, said right of way being twenty-five feet on the North/West side and twenty-five feet on the South/East side of a line (to be) (as) surveyed and definitely established by the centerline of the initial pipeline constructed for the transportation of natural gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipeline, together with the right of ingress and egress to and from the same for the purposes aforesaid, over, under, through and across the following described lands, of which the Grantor warrants they are the owners in fee simple, situated in the County of Ector State of Texas to wit:

Sections 3, 4, 10, 11, 13, & 14 in Block 42, Township 3 South, and Section 45, Block 42, Township 2 South, all in Texas and Pacific Survey, Ector County, Texas.

That the above consideration covers construction damages for one pipeline.

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TO HAVE AND TO HOLD said right of way and easement unto said Grantee, its successors and assigns forever.

It is agreed that the pipeline ~~#####~~ to be laid under this grant shall be constructed at sufficient depth below the surface of the ground to permit normal cultivation, and Grantor shall have the right to fully use and enjoy the above described premises, subject to the rights herein granted.

Grantee shall have the right to clear and keep clear all trees, undergrowth and other obstructions from the herein granted right of way, and Grantor agrees not to build, construct or create, not permit others to build, construct or create any buildings or other structures on the herein granted right of way that will interfere with the normal operation and maintenance of the said line ~~#####~~

Grantee agrees to pay to the then owners and to any tenant, as their interests may be, any and all damages to crops, timber, fences drain tile, or other improvements on said premises that may arise from the exercise of the rights herein granted, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one of whom to be appointed by the Grantor, one by the Grantee, and the third by the two so appointed, and the written award of such three persons shall be final and conclusive. Any payment due hereunder may be made direct to the said Grantor or any one of them.

It is understood that the person securing this grant is without authority from Grantee to make any agreement with respect to the subject matter hereof not herein expressed.

Grantor represents that the above described land (is) ~~#####~~ rented for the period beginning annual, 19 to annual, 19 on (cash) ~~#####~~ basis to Bill Hale and John Casselman

The terms and conditions hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, devisees, successors, trustees or assigns of the parties hereto.

HEREBY waiving and releasing the right of homestead.

In Witness Whereof the said Grantor has hereunto set her hand and seal this 22st day of August, 1960.

WITNESS:

Daniel B. Mahoney
Daniel B. Mahoney

Bessye Cowden Ward (SEAL)
Bessye Cowden Ward (SEAL)
(SEAL)
(SEAL)

(Individual)

In consideration of \$1.00 and other consideration, I, the undersigned, hereby adopt and join in the execution of the above and foregoing grant and consent to the enjoyment by the Grantee therein of the rights granted by said grant.

Dated this 21st day of August, 1960.

Bill Hale
Tenant
Bill Hale, 315 E. 2nd St.,
Odessa, Texas

STATE OF TEXAS
COUNTY OF ECTOR } SS.

BE IT REMEMBERED, That on this 22st day of August, A.D., 1960 before me a Notary Public, in and for said County and State, personally appeared Bessye Cowden Ward

to me, known to be the identical person described in and who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses, purposes, and consideration therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal, the day and year first above written.

My commission expires June 1961

Margaret Pewitt Notary Public
Margaret Pewitt

Filed for Record on the 30 day of August, A.D. 1960, at 1 o'clock P.M.

Duly Recorded this the 31 day of August, A.D. 1960, at 10 o'clock A.M.

Instrument No. 12716
Return to: E. H. Schmidt & Associate
Box 4757
Midland, Texas

EDNA SMITH, County Clerk
Ector County, Texas

By Quanta Martin Deputy

(Individual)

R/W No. T-SY-EC-32

10428 GRANT OF EASEMENT 11

Ten Dollars (\$10.00) and other good and valuable consideration FOR AND IN CONSIDERATION of the sum of ~~#####~~ in hand paid, receipt and sufficiency of which is hereby acknowledged, and a further sum, equal in the aggregate to One Dollar (\$1.00) per rod for each lineal rod of pipeline to be constructed under the terms hereof, to be paid after a survey establishing the route of the line has been completed, and before construction is commenced, I, or we, Walter Fay Cowden Averitt

Ruidoso, New Mexico

hereinafter referred to as "Grantor" (whether one or more), do hereby grant, bargain, sell and convey unto MID-AMERICA PIPELINE COMPANY, a Delaware corporation, its successors and assigns, hereinafter referred to as "Grantee", the right, privilege and easement, at any time and from time to time to construct, maintain, inspect, operate, protect, repair, replace, change the size of, or remove a pipeline ~~#####~~ gate valves and other appurtenances, including cathodic protection equipment, within the confines of a right of way fifty (50) feet in width, said right of way being twenty-five (25) feet on the North/West side and twenty-five (25) feet on the South/East side of a line (to be) (as) surveyed and definitely established by the centerline of the initial pipeline constructed for the transportation of natural gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipeline, together with the right of ingress and egress to and from the same for the purposes aforesaid, over, under, through and across the following described lands, of which the Grantor warrants they are the owners in fee simple, situated in the County of Ector State of Texas to wit:

Section's 3, 4, 10, 11, 13 and 14 in Block 42, Township 3 South, and Section 45, Block 42, Township 2 South, all in Texas and Pacific Survey, Ector County, Texas.

That the above consideration covers construction damages for one pipeline.

TO HAVE AND TO HOLD said right of way and easement unto said Grantee, its successors and assigns forever.

It is agreed that the pipeline ~~#####~~ to be laid under this grant shall be constructed at sufficient depth below the surface of the ground to permit normal cultivation, and Grantor shall have the right to fully use and enjoy the above described premises, subject to the rights herein granted.

Grantee shall have the right to clear and keep clear all trees, undergrowth and other obstructions from the herein granted right of way, and Grantor agrees not to build, construct or create, not permit others to build, construct or create any buildings or other structures on the herein granted right of way that will interfere with the normal operation and maintenance of the said line ~~#####~~

Grantee agrees to pay to the then owners and to any tenant, as their interests may be, any and all damages to crops, timber, fences drain tile, or other improvements on said premises that may arise from the exercise of the rights herein granted, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one of whom to be appointed by the Grantor, one by the Grantee, and the third by the two so appointed, and the written award of such three persons shall be final and conclusive. Any payment due hereunder may be made direct to the said Grantor or any one of them.

It is understood that the person securing this grant is without authority from Grantee to make any agreement with respect to the subject matter hereof not herein expressed.

Grantor represents that the above described land (is) ~~#####~~ rented for the period beginning annual, 19 annual to annual, 19 annual on (cash) ~~#####~~ basis to Bill Hale and John Casselman

The terms and conditions hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, devisees, successors, trustees or assigns of the parties hereto.

In Witness Whereof the said Grantor ha se herunto set her hand and seal this 3rd day of September, 19 60.

Walter Fay Cowden Averitt
Walter Fay Cowden Averitt

(SEAL)

WITNESS:

Daniel B. Mahoney
Daniel B. Mahoney

(SEAL)

(SEAL)

STATE OF NEW MEXICO
COUNTY OF LINCOLN } ss.

BE IT REMEMBERED, That on this 3rd day of September, A.D., 19 60 before me a Notary Public, in and for said County and State, personally appeared _____

Walter Fay Cowden Averitt

to me known to be the identical person described in and who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses, purposes, and consideration therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal, the day and year first above written

My commission expires May 11, 1964

Dan D. Swearingin Notary Public

Filed for Record on the 8 day of Sept. A.D. 19 60, at 4 o'clock P. M.

Duly Recorded this the 9 day of Sept. A.D. 19 60, at 10 o'clock A. M.

Instrument No. 13178

EDNA SMITH, County Clerk

Returned to: E.H. Schmidt & Assoc.
Box 4757
Midland, Texas

Ector County, Texas

By Margaret Malthan Deputy

Serial No. AFE 106

GRANT OF EASEMENT

18158

FOR AND IN CONSIDERATION of the sum of TEN AND 09/100 Dollars
 (\$10.09) in hand paid, receipt and sufficiency of which is hereby acknowledged,
 I or we, BESSYE POWDEN WARD AND WALTER FAY AVERITT

hereinafter referred to as "Grantor" (whether one or more), do hereby grant, bargain,
 sell and convey unto Mid-America Pipeline Company, a Delaware corporation, its succe-
 sors and assigns, hereinafter referred to as "Grantee", the right, privilege and ease-
 ment, at any time ~~and from time to time~~ to construct, maintain, inspect, operate, pro-
 tect, repair, replace, change the size of, or remove a pipe line ~~or pipe lines~~, and
 appurtenances, together with the right of ingress and egress to and from the same, over,
 under, through and across the following described land situated in ECTOR
 County, State of TEXAS, to wit:

SECTIONS 39 AND 46, BLOCK 42, T-2-S, T&P RR CO SURVEY
SECTION 3, BLOCK 42, T-3-S, T&P RR CO SURVEY

TO HAVE AND TO HOLD said right of way and easement unto said Grantee, its suc-
 cessors and assigns forever.

Grantee agrees that, if at any time or times, any such pipe line ~~or pipe lines~~
 shall be laid by Grantee, its successors or assigns, Grantee, its successors or as-
 signs shall pay the Grantor, in addition to the consideration hereinabove stated, the
 sum of \$ 3.00 per rod for ~~each separate line~~ so laid.

It is agreed that the pipe line or pipe lines to be laid under this grant shall
 be constructed at sufficient depth below the surface of the ground to permit normal
 cultivation, and Grantor shall have the right to fully use and enjoy the above de-
 scribed premises subject to the rights herein granted.

Grantee shall have the right to clear and keep clear all trees, undergrowth and
 other obstructions from the herein granted right of way, and Grantor agrees not to
 build, construct or create, nor permit others to build, construct or create any build-
 ings or other structures on the herein granted right of way, when established, that
 will interfere with the normal operation and maintenance of the said line or lines.

Grantee agrees to pay to the then owners and to any tenant, as their interests
 may be, any and all damages to crops, timber, fences, drain tile, or other improve-
 ments on said premises that may arise from the exercise of the rights herein granted.

Grantor represents that the above described land (is) ~~(is not)~~ rented for the
 period beginning NOVEMBER 1, 1960 to NOVEMBER 1 1961,
 on (cash) ~~(crop)~~ basis to BILL HALE

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands
 and seal this 20th day of NOVEMBER 1961.

WITNESS:

Bessye Bowden Ward
Walter Fay Averitt

STATE OF TEXAS

SS

397

COUNTY OF ECTOR

BE IT REMEMBERED, That on this 24 day of NOVEMBER A.D., 1961
before me a Notary Public, in and for said County and State, personally appeared
BESSIE COWDEN WARD

to me known to be the identical person described in and who executed the within
and foregoing instrument, and acknowledged to me that SHE executed the same as
HER free and voluntary act and deed for the uses, purposes, and consideration
therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my
notarial seal, the day and year first above written.

Walter D. Fleunoy
Notary Public ECTOR COUNTY, TEXAS

My Commission expires:

June 1963

STATE OF TEXAS

COUNTY OF MIDLAND

SS

Before me, the undersigned, a Notary Public, within and for said county and
state, on this 27th day of November, 1961, personally appeared
WALTER FAY AVERITT, a widow, to me known to be
the identical person described in and who executed the within and foregoing in-
strument, and acknowledged to me that she executed the same as her free
and voluntary act and deed, for the uses, purposes, and consideration therein set
forth.

My Commission expires:

June 1, 1963

Tom Sealy
Notary Public in and for
Midland County, Texas
(Tom Sealy)

Filed for Record on the 22 day of December A. D. 1961, at 3 o'clock P. M.

Duly Recorded this the 27 day of December A. D. 19 61, at 10 o'clock A. M.

Instrument No. 18158

EDNA SMITH, County Clerk

Return to: Mid-America Pipeline Co.
1437 So. Boulder Ave.,
Tulsa, Okla.

Ector County, Texas

By James D. Smith Deputy

GATE VALVE PERMIT

18159

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100
Dollars (\$ 10.00), in hand paid, the
receipt and sufficiency of which is hereby acknowledged, BESSIE CROWDEN WARD
AND WALTER FAY AVERITT, hereinafter referred to as Grantors,
(whether one or more), do hereby grant unto MID-AMERICA PIPELINE COM-
PANY, a Delaware corporation, hereinafter referred to as Grantee, its successors
and assigns, the right to install, operate, maintain, remove and replace a gate
valve or valves, with necessary fittings and appurtenances in connection with the
construction, operation and maintenance of Grantee's pipeline, together with the
right of ingress and egress to and from same, on the land located in ECTOR
County, State of TEXAS, to-wit:

SECTION 3, BLOCK 46 T-3-S T & P L & CO SURVEY
ECTOR COUNTY, TEXAS

The Grantee and its successors and assigns shall have the right to
erect a fence around said valve or valves.

This agreement is binding upon the heirs, executors, administrators,
successors and assigns of the parties hereto.

Executed this 24 day of November, 1961.

Bessie Crowden Ward
Mrs. Walter Fay Averitt

STATE OF TEXAS
COUNTY OF ECTOR)

SS.

Before me, the undersigned, a Notary Public, within and for said **385**
 county and state, on this 24 day of Nov., 19 61, personally ap-
 peared Bessie Cowden WARD,
 to me known to be the identical person described in and who executed the
 within and foregoing instrument, and acknowledged to me that she executed
 the same as her free and voluntary act and deed, for the uses, purposes,
 and consideration therein set forth.

My Commission Expires:

Edwin H. Flannery
 Notary Public Ector County, Tex

JUNE 1963

STATE OF TEXAS

COUNTY OF MIDLAND)

SS

Before me, the undersigned, a Notary Public, within and for said county and
 state, on this 27th day of November, 19 61, personally appeared
Walter Fay Averitt, a widow, to me known to be
 the identical person described in and who executed the within and foregoing in-
 strument, and acknowledged to me that she executed the same as her free
 and voluntary act and deed, for the uses, purposes, and consideration therein set
 forth.

My Commission expires:
June 1, 1963

Tom Sealy
 Notary Public in and for
 Midland County, Texas
 (Tom Sealy)

Filed for Record on the 22 day of December A. D. 19 61, at 3 o'clock P. M.

Duly Recorded this the 27 day of December A. D. 19 61, at 10 o'clock A. M.

Instrument No. 18159

EDNA SMITH, County Clerk

Returned to: Mid-America Pipeline Co.
 1437 So. Boulder Ave.
 Tulsa, Oklahoma

Ector County, Texas

By Margaret Meltham Deputy

258

MA-88 - Rev. 2-69

5893

AFE 5740
R/W No. 59-T-EC-Track #1

GRANT OF EASEMENT

FOR AND IN CONSIDERATION of the sum of Five Dollars (\$5.00) in hand paid, receipt and sufficiency of which is hereby acknowledged, and a further sum, equal in the aggregate to 2.25¢ (Two) per rod for each lineal rod of pipeline to be constructed under the terms hereof, to be paid after a survey establishing the route of the line has been completed, and before construction is commenced, I, or we, Bessye Cowden Ward and Walter Fay Averitt

hereinafter referred to as "Grantor" (whether one or more), do hereby grant, bargain, sell and convey unto MAPCO Inc., a Delaware corporation, its successors and assigns, hereinafter referred to as "Grantee", the right privilege and easement, at any time and from time to time to construct, maintain, inspect, operate, protect, repair, replace, change the size of, or remove a pipeline or pipelines, and other appurtenances, within the confines of a right of way 30 feet in width, said right of way being 20 feet on the North/West side and 30 feet on the South/East side of a line (to be) (as) surveyed and definitely established by the centerline of the initial pipeline constructed for the transportation of natural gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipeline, together with the right of ingress and egress to and from the same for the purposes aforesaid, over, under, through and across the following described lands, of which the Grantor warrants they are the owners in fee simple, situated in the County of Ector State of Texas to wit: Sections 39 and 46 Block 12, Twp-2-S, T+P R.R. Co. Survey and Section 3, Block 12, Twp-3-S, T+P R.R. Co. Survey. The above mentioned centerline being 10 feet west and parallel to the present Mid America pipeline as built across the above described land.

TO HAVE AND TO HOLD said right of way and easement unto said Grantee, its successors and assigns forever.

It is agreed that the pipeline or pipelines to be laid under this grant shall be constructed at sufficient depth below the surface of the ground to permit normal cultivation, and Grantor shall have the right to fully use and enjoy the above described premises, subject to the rights herein granted.

Grantee shall have the right to clear and keep clear all trees, undergrowth and other obstructions from the herein granted right of way, and Grantor agrees not to build, construct or create, nor permit others to build, construct or create any buildings or other structures on the herein granted right of way that will interfere with the normal operation and maintenance of the said line or lines.

Grantee agrees to pay to the then owners and to any tenant, as their interests may be, any and all damages to crops, timber, fences, drain tile, or other improvements on said premises that may arise from the exercise of the rights herein granted. Any payment due hereunder may be made direct to the said Grantor or any one of them.

Grantor hereby expressly agrees that in the event the route of the pipeline or pipelines to be constructed hereunder should cross any creeks, rivers or other waterways located on the above described land then Grantee shall have the right and temporary access to additional working space which may be necessary for construction and Grantee agrees to pay Grantor any and all damages which Grantor suffers by reason of Grantee's use of said additional working space.

Grantor represents that the above described land (is) (is not) rented for the period beginning November 1968 to November 1971 on (cash) (crop) basis to B.L. Bowden.

The terms and conditions hereof shall be binding upon and inure to the benefits of the heirs, executors, administrators, devisees, successors, trustees or assigns of the parties hereto.

In Witness Whereof the said Grantors have hereunto set their hand and seal, this 12th day of April, 1971.

WITNESS:

J.H.M. Clue

J.H.M. Clue

Bessye Cowden Ward
Bessye Cowden Ward

Walter Fay Averitt
Walter Fay Averitt

(Individual)

FOR USE ONLY IN NEW MEXICO, TEXAS, OKLAHOMA, MISSOURI, NEBRASKA, MINNESOTA, WISCONSIN, IOWA, KANSAS

STATE OF NEW MEXICO }
COUNTY OF LINCOLN } SS.

BE IT REMEMBERED, That on this 12th day of APRIL, A.D., 19 71 before me, a Notary Public in and for said County and State, personally appeared

WALTER FAY AVERITT

to me known to be the identical person described in and who executed the within and foregoing instrument, and acknowledged to me that SHE executed the same as HER free and voluntary act and deed for the uses, purposes, and consideration therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal, the day and year first above written.

My commission expires

July 15, 1971

Shelby M. Thomson

Notary Public

STATE OF TEXAS }
COUNTY OF Ector } SS.

BE IT REMEMBERED, That in this 14th day of April, A.D., 19 71 before me, a Notary Public in and for said County and State, personally appeared

BESSIE CONDON WARD

to me known to be the identical person described in and who executed the within and foregoing instrument, and acknowledged to me that SHE executed the same as HER free and voluntary act and deed for the uses, purposes, and consideration therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal, the day and year first above written.

My commission expires

7-15-71

Louise Linsman

Notary Public

Filed for Record on the 7th day of June, A.D. 19 71, at 11 o'clock A.M.

Duly Recorded this the 8th day of June, A.D. 19 71, at 10 o'clock A.M.

Instrument No. 5893

EDNA SMITH, County Clerk

Ector County, Texas

By

[Signature]

Deputy

Returned To:

MAPCO, Inc.

1437 S. Boulder Ave.,

Tulsa, Okla. 74119

DO NOT REMOVE THIS PAGE – IT IS A PART OF THIS INSTRUMENT

Book: OPR Volume: 2426 Page: 13

4 Pages

NOTES	FILED AND RECORDED - REAL RECORDS
	On: 04/27/2010 at 11:56 AM
	Document Number: 2010-00005658
	Receipt No. 65411
	Amount: \$ 24.00
	Recorded By: Amy Matta
	Linda Haney, County Clerk Ector County, Texas



**STATE OF TEXAS
COUNTY OF ECTOR**

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the Volume and Page stamped hereon of the Named Records of Ector County, as stamped hereon by me.


Linda Haney, County Clerk
Ector County, Texas

ANY PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

Record and Return To:



GRAY SURFACE SPECIALTIES AND CONSULTING LTD
3106 N BIG SPRING STE 100
MIDLAND, TX 79705

RIGHT-OF-WAY AND EASEMENT CORRIDOR

STATE OF TEXAS §
 §
COUNTY OF ECTOR §

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Joe Hensley, whose address is 1751 E. Southfork Street, Odessa, TX 79766 hereinafter referred to as "Grantor", whether one or more, 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 is hereby acknowledged, does hereby grant, bargain, sell, warrant and convey unto **DEVON ENERGY PRODUCTION COMPANY, L.P.**, whose address is 20 N. BROADWAY, OKLAHOMA CITY, OK 73102, hereinafter referred to as "Grantee", its successors and assigns, a fifty feet (50') in width Easement and Right of Way Corridor ("Easement Corridor"), to 1.) locate, construct, maintain, inspect, alter, repair and operate buried electrical transmission lines, consisting of variable numbers of wires, and all necessary and desirable attachments and appurtenances thereto; 2.) locate, construct, maintain, operate, repair, and abandon in place pipelines with appurtenances thereto including, but not limited to, valves, metering equipment, cathodic equipment; and 3.) from time to time locate, construct, maintain, operate, and repair temporary above ground pipelines with appurtenances over, through, upon and across a strip of land fifty feet (50') in width, located in the following described lands (the "Lands"):

**A 46.17 acre tract out of Section 3, Block 42, T-3-S, T & P RR Co Survey,
County of Ector, State of Texas**

the route of which is more fully described by Exhibit "A" attached hereto and made a part hereof.

During temporary periods, Grantee may use an additional twenty feet (20') along and adjacent to said Easement Corridor as may be reasonably necessary for Grantee's operations hereunder.

Grantor represents and warrants that Grantor is the sole owner in fee simple of the surface estate in the land above described, subject only to valid and existing mortgages, oil and gas leases and other encumbrances, if any, appearing of legal record in said County, Texas.

This Easement Corridor over, across, or under the Lands is granted by Grantor to Grantee, its successors and assigns, for so long as all or any part of the Easement Corridor is used by Grantee for the purposes as hereinabove stated.

A temporary pipeline, as stated herein, shall be defined as any above ground pipeline that is installed by Grantee within the Easement Corridor for a period not to exceed sixty (60) consecutive days. If Grantee determines a need for any above ground pipeline installed by Grantee to remain within the Easement Corridor for a period of more than sixty (60) consecutive days, then Grantee shall request written approval from Grantor permitting such extension of time. Should Grantor disapprove the request for such extension of time, then Grantee shall promptly remove the said above ground pipeline from the Lands.

Grantor reserves the right to the use and enjoyment of said property except for the purposes herein granted, but such use shall not hinder, conflict, or interfere with Grantee's surface or subsurface rights hereunder or disturb its facilities. Grantor agrees not to build, create or construct an obstruction, engineering works, or other structure within or over said Easement Corridor nor permits same to be done by others.

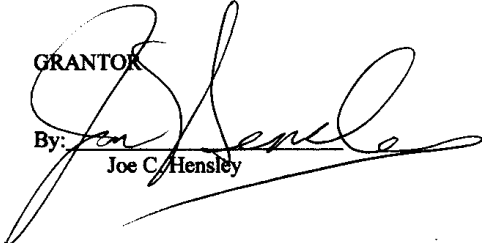
This right of way and easement shall carry with it the right of ingress and egress to and from, and access on and along said right of way, for the purpose of constructing, replacement, inspecting, repairing, operating and maintaining the facilities and the removal or replacement of same at will, either in whole or in part.

When said right of way and easement are no longer useful, necessary or convenient to Grantee for the purposes described herein, Grantee shall execute and record a re-conveyance and release of this instrument.

TO HAVE AND HOLD the above described rights and easements, together with all rights necessary to operate and maintain the Easement Corridor hereby granted unto the said Grantee, its successors and assigns, and the Grantee may assign the rights and easements herein granted, in whole or in part, subject to terms of this grant, and such rights and easements shall be covenants running with the land and be binding upon Grantor, Grantor's heirs, legal representatives and successors in title.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this the 12 day of September, 2009.

GRANTOR

By: 

Joe C. Hensley

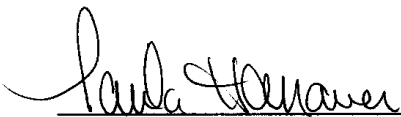
ACKNOWLEDGEMENTS

STATE OF TEXAS

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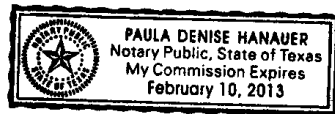
COUNTY OF ECTOR

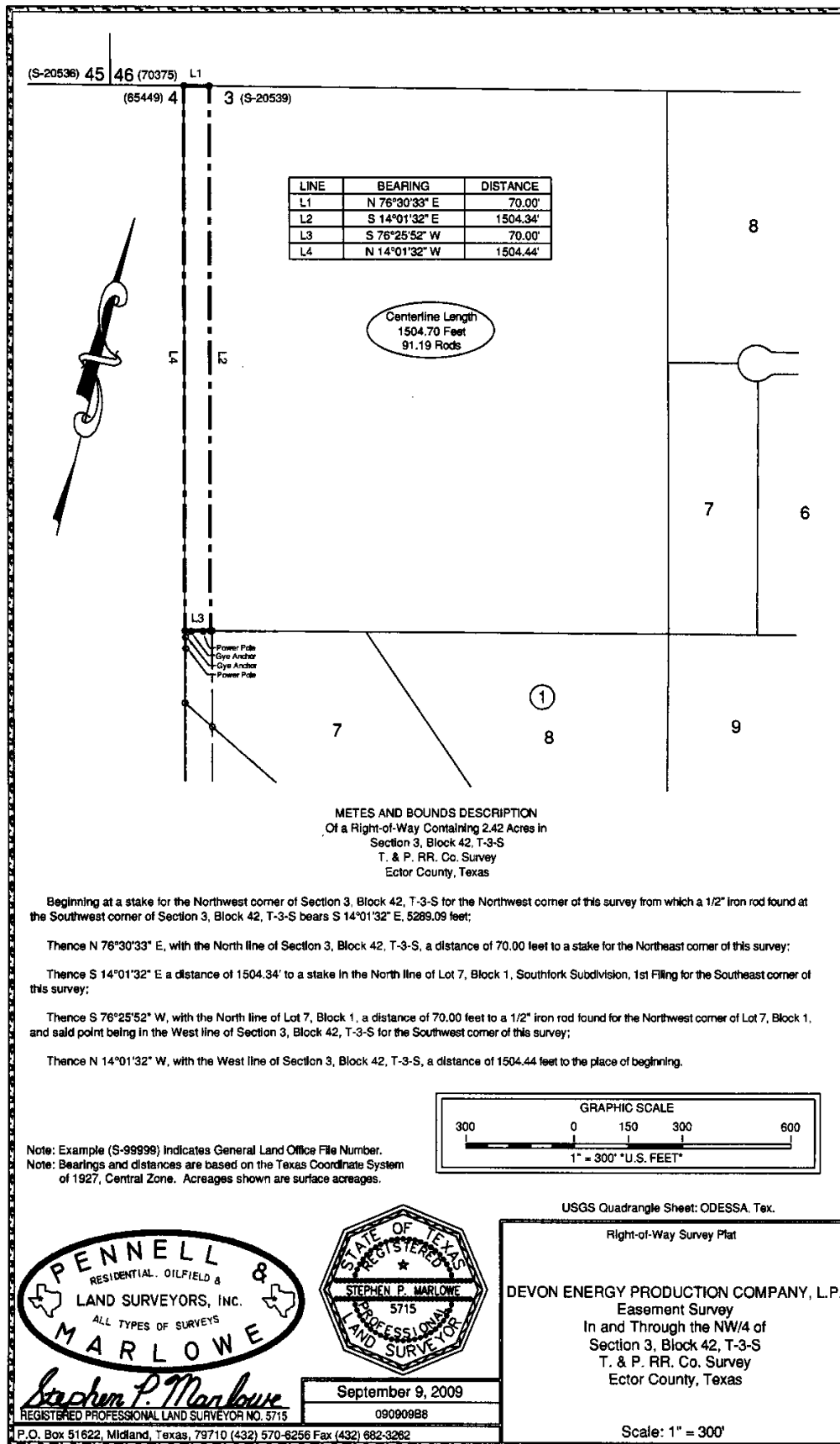
On this 12 day of September, 2009, Joe C. Hensley, personally appeared before me, who is personally known to me to be the signer of the foregoing document, and he acknowledged that he executed the same.


NOTARY PUBLIC

My Commission Expires:

2/10/2013





ACCESS EASEMENT AGREEMENT

Date: February 22nd, 2005

Grantor: SUZETTE HOLLOMAN, a single person

Grantor's Mailing Address: 1711 East Southfork St.
Odessa, Ector County, Texas 79766

Grantee: CLIFFORD JOE HENSLEY and wife, MARLA M. HENSLEY

Grantee's Mailing Address: P.O. Box 14137
Odessa, Ector County, Texas 79768

Dominant Estate Property: Being a 46.17 acre tract out of Section 3, Block 42,
T-3-S, T & P Ry Co Survey, Ector County, Texas,
as described on Exhibit "A" attached hereto for all
purposes.

Easement Property: A 40' x 793.43' tract, being also the East 40 Feet (E/40')
of Lot 8, Block 1, SOUTHFORK SUBDIVISION, a
subdivision of Ector County, Texas according to plat
thereof in Cabinet A, Page 128B & C, Plat Records, Ector
County, Texas; and as set forth on Exhibit "B" attached
hereto for all purposes.

Easement Purpose: For providing free and uninterrupted pedestrian and vehicular
ingress and egress to and from the Dominant Estate Property,
and portions thereof, to and from, Southfork St., by the owners
and invitees only of the Dominant Estate Property.

Consideration:

Reservations from and Exceptions to Conveyance and Warranty:

Easements, rights of way and prescriptive rights, whether of record or not; all presently recorded and
valid instruments, other than encumbrances and conveyances, that affect the Easement Property. 

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee an easement over, upon and across the Easement Property for the Easement Purpose and for the benefit of the Dominant Estate Property, and portions thereof, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators and successors to warranty and forever defend all and singular the easement to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty. The following terms and conditions shall apply to the easement:

1. Character of Easement. The easement granted is appurtenant to, and shall run with, the Dominant Estate Property, and portions thereof, whether or not such easement is referenced in any conveyance of the Dominant Estate Property, and/or any portion thereof.

2. Duration of Easement. The easement shall be perpetual.

3. Exclusiveness of Easement. The easement is exclusive; provided, however, Grantor reserves for Grantor and Grantor's heirs, successors and assigns the right to pass over, across & along said easement, subject to this grant.

4. Secondary Easement. In addition, the holder of the easement shall have the right to use so much of the surface of the property adjacent to the Easement Property as may be reasonably necessary to install and maintain a road reasonably suited for the Easement Purpose. However, such holder shall promptly restore any such adjacent property to its previous physical condition if changed by the utilization of the rights granted by this secondary easement.

5. Maintenance. Improvement and maintenance of the Easement Property shall be at the sole expense of the holder of the easement. Such holder has the right to eliminate any encroachments into the Easement Property. The Easement Property shall be maintained in a neat and clean condition. The holder of the easement shall, in addition, have the right to construct a road together with any and all culverts, bridges, drainage ditches, sewer facilities and other similar utilities relating thereto over or under all or any portion of the Easement Property, all matters concerning or relating to said road and related facilities, their configuration and the construction thereof to be at the sole discretion of the holder of the easement. In connection with any such road and related facilities and/or the construction thereof, (a) the holder of the easement shall have the right to remove and/or relocate any fences located within the Easement Property or along or near the boundary lines thereof as may be reasonably necessary in order to construct said road and related facilities or in for said road to continue onto other lands or easements owned by the holder of the easement and adjacent tot he Easement Property, and (b) upon the written request by the holder of the easement the owners of the fee of the Easement Property shall execute or join in the execution of, easements for sewer, drainage and/or utility facilities over or under the Easement Property. 

6. Rights Reserved. Grantor reserves for Grantor and Grantor's heirs, successors and assigns the right to continue to use and enjoy the surface of the Easement Property for all purposes which do not interfere with or interrupt the use or enjoyment of the easement.

7. Attorney's Fees. Any party to this Agreement who is the prevailing party in any legal proceeding against any other party brought under or in connection with this Agreement or the subject matter hereof, shall be additionally entitled to recover court costs and reasonable attorney fees, and all other litigation expenses, including deposition costs, travel and expert witness fees from the non-prevailing party.

8. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, representatives, successors and assigns where permitted by this Agreement.

9. Choice of Law. This Agreement shall be subject to and governed by the Laws of the State of Texas, excluding any conflicts-of-law rule or principle that might refer the construction or interpretation of this Agreement to the laws of another state. Each party hereby submits to the jurisdiction of the state and federal courts in the State of Texas and to venue in the county or counties in which the Easement Property is situated.

10. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument.

11. Effect of Waiver or Consent. No waiver or consent, express or implied, by any party to or of any breach or default by any party in the performance by such party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such party of the same or any other obligations of such party hereunder. Failure on the part of a party to complain of any act of any party or to declare any party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder until the applicable statute of limitation period has run.

12. Further Assurances. In connection with this Agreement as well as all transactions contemplated by this Agreement, each signatory party hereto agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all such transactions.

13. Indemnity. Each party hereby agrees to protect, indemnify and hold harmless the other party from and against any and all losses, costs, (including without limitation, the costs of litigation and attorney's fees), claims, causes of action, damages and liabilities that are attributable to the breach by the indemnifying party of any of the provisions of this Agreement.

14. Integration. This Agreement contains the complete agreement between the parties and cannot be varied except by the written agreement of the parties. The parties agree that there are no oral agreements, understandings, representations or warranties which are not expressly set forth herein.



15. Legal Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be invalid, illegal or unenforceable in any respect, to the extent such invalidity or unenforceability does not destroy the basis of the bargain among the parties, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Whenever required by the context, as used in this Agreement, the singular number shall include the plural and the neuter shall include the masculine or feminine gender, and vice versa. The Article and Section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent or for any purpose, to limit or define the text of any Article or Section. This Agreement shall not be construed more or less favorably between the parties by reason of authorship or origin of language.

16. Notices. Any notice or communication required or permitted hereunder shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage fully prepaid, registered or certified mail, and addressed to the intended recipient at the address shown herein, and if not so shown, then at the last known address according to the records of the party delivering the notice. Notice given in any other manner shall be effective only if and when received by the addressee. Any address for notice may be changed by written notice delivered as provided herein.

17. Recitals. Any recitals in this Agreement are represented by the parties hereto to be accurate, and constitute a part of the substantive agreement.

18. Time. Time is of the essence. Unless otherwise specified, all references to "days" shall mean and refer to calendar days. Business days shall exclude all Saturdays, Sundays, and Texas legal banking holidays. In the event the date for performance of any obligation hereunder shall fall on a Saturday, Sunday or Texas legal banking holiday, then that obligation shall be performable on the next following regular business day.

19. Indemnity by Easement Holder. The holder of the easement shall indemnify and hold harmless Grantor and Grantor's heirs, executors, administrators, successors and assigns and any lender which holds a lien covering any property other than the Dominant Estate Property, affected by the easement from and against all liability, damages, suits, actions, costs and expenses of whatsoever nature (including reasonable attorney's fees) to persons or property caused by or arising out of any operation, construction, maintenance and/or alteration of the Easement Property, or the failure of the easement holder to comply at all times with all applicable laws, rules, regulations and safety standards in connection with the operation, construction, maintenance and/or alteration of the Easement Property.

20. Equitable Rights of Enforcement. In the event of any interference or threatened interference with the easement, such may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting such interference and commanding compliance hereof, which restraining orders and injunctions shall be obtainable upon proof of the existence of such interference or threatened interference, and without the necessity of proof of inadequacy of legal remedies or irreparable harm, and shall be obtainable only by the parties hereto or those benefitted hereby; provided, however, nothing herein shall be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity. *CEJA*

Suzette Holloman
SUZETTE HOLLOMAN, a single person

ACCEPTED:

Clifford Joe Hensley
CLIFFORD JOE HENSLEY

Marla M. Hensley
MARLA M. HENSLEY

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF ECTOR)

This instrument was acknowledged before me the 25th day of February, 2005, by SUZETTE HOLLOMAN, a single person.

My Commission Expires: September 02, 2007
(SEAL)

Janice A. Davis
NOTARY PUBLIC - State of Texas
Notary's Printed Name: Janice A. Davis

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF ECTOR)

This instrument was acknowledged before me the 22nd day of February, 2005, by CLIFFORD JOE HENSLEY and wife, MARLA M. HENSLEY.

My Commission Expires: September 02, 2007
(SEAL)

Janice A. Davis
NOTARY PUBLIC - State of Texas
Notary's Printed Name: Janice A. Davis

PREPARED IN THE LAW OFFICE OF:

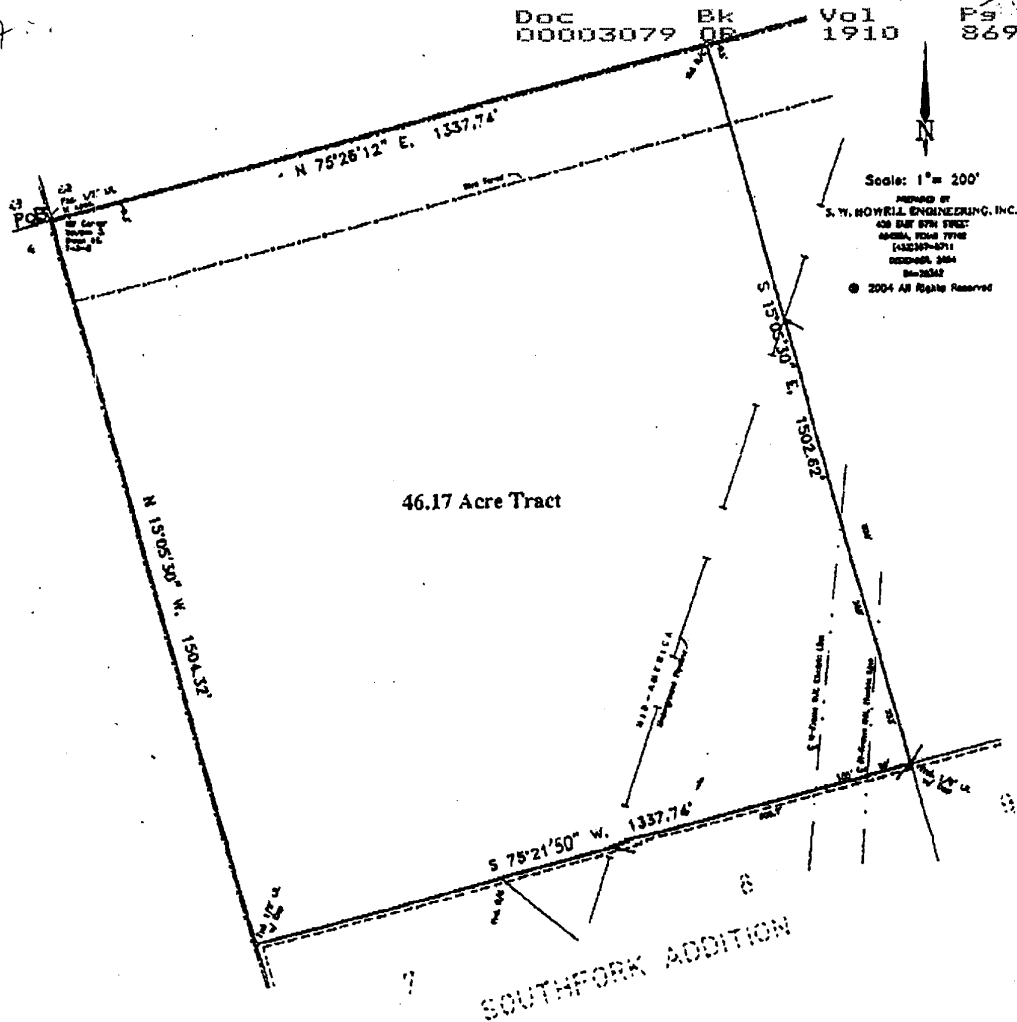
TERRY K. DONK
Suite #520, American State Bank Tower
620 North Grant Street
Odessa, Texas 79761
Office: (432) 333-4113
Fax: (432) 333-4129

Doc
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THE PLAT HEREON OF A 46.17 ACRE TRACT (DESCRIBED BY METES AND BOUNDS BELOW) OUT OF SECTION 3, BLOCK 42, T-3-S, T & P RY. CO. SURVEY, ECTOR COUNTY, TEXAS, WAS PREPARED FROM MEASUREMENT MADE ON THE GROUND, DECEMBER 14, 2004, AND ALL VISIBLE PROTRUSIONS OR INTRUSIONS ARE SHOWN.

FIELD NOTES OF A 46.17 ACRE TRACT OF LAND OUT OF SECTION 3, BLOCK 42, T-3-S, T & P RY. CO. SURVEY, ECTOR COUNTY, TEXAS.

BEGINNING at a 1/2" Iron rod in concrete found for the northwest corner of Section 3, Block 42, T-3-S, T & P Ry. Co. Survey, Ector County, Texas and the northwest corner of this tract;

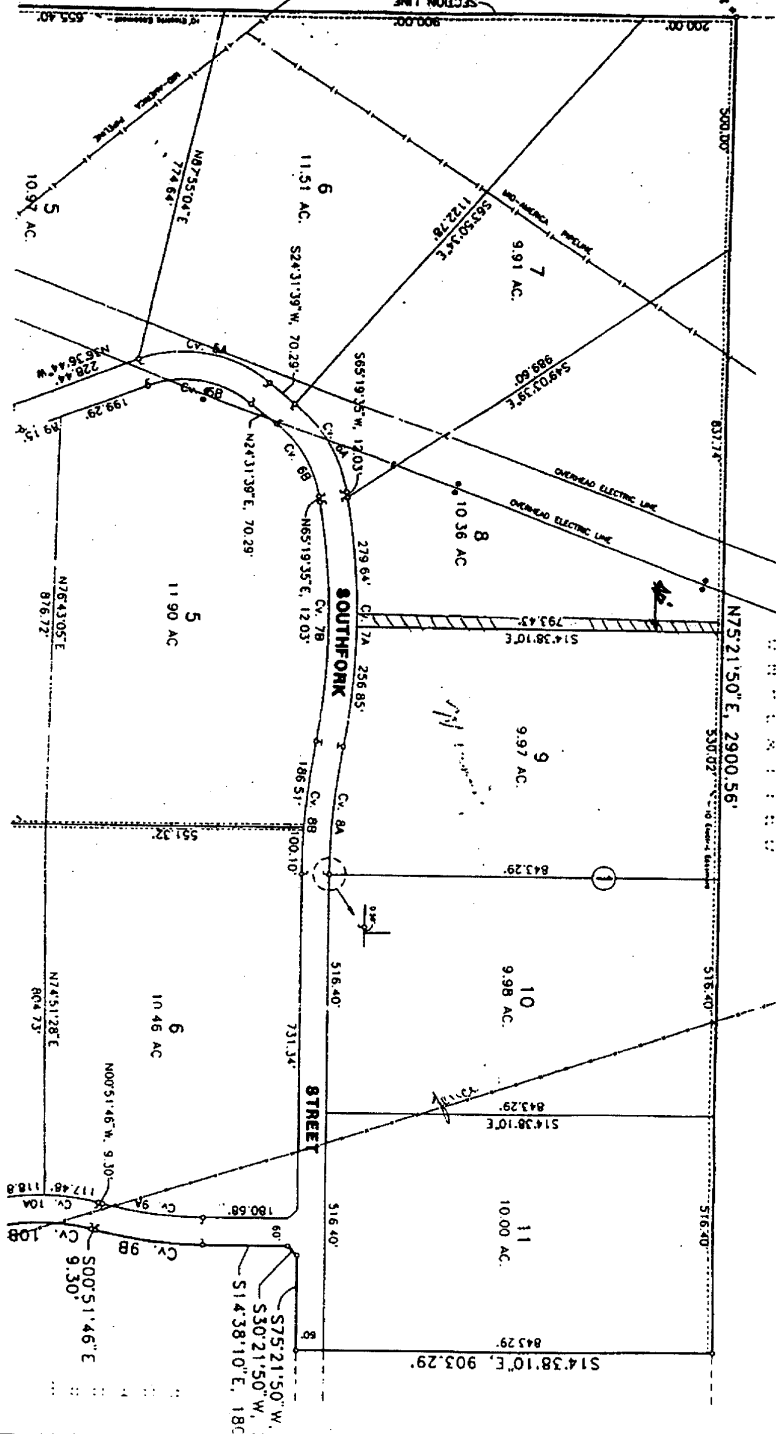
THENCE N75°26'12"E, along the north boundary line of said Section 3, 1337.74 feet to a 1/2" Iron rod and cap set for the northeast corner of this tract;

THENCE S15°05'30"E, 1502.62 feet to a 1/2" Iron rod and cap found for the northeast corner of Lot 8, Block 1, Southfork Subdivision, a subdivision of Ector County, Texas, plat of which subdivision is recorded in Cabinet A, Page 128 B & C, Plat Records of Ector County, Texas, and the southeast corner of this tract;

THENCE S75°21'50"W, along the north boundary line of said Southfork Subdivision, 1337.74 feet to a 1/2" Iron rod and cap found for the northwest corner of said Southfork Subdivision and the southwest corner of this tract;

THENCE N15°05'30"W, along the west boundary line of said Section 3, 1504.32 feet to the piece of beginning and containing 46.17 acres of land.

SOUTHFORK SUBDIVISION
BEING A SUBDIVISION OF 236.56 ACRES OF LAND
OUT OF SECTION 3, BLOCK 42, T-3-S
I. & P. RY. CO. SURVEY, ECTOR COUNTY, TEXAS



Doc	Bk	Vol	Ps
00003079	OR	1910	871

Filed for Record in:
Ector County
On: Feb 28, 2005 at 11:14A

As a:
Recording
Document Number: 00003079
Amount 26.00
Receipt Number - 11705
By: Lori Ann Coulson

STATE OF TEXAS
COUNTY OF ECTOR

I hereby certify that this instrument was
filed on the date and time stamped hereon by me
and was duly recorded in the volume and page
of the named records of:

Ector County
as stamped hereon by me.
Feb 28, 2005

ANY PROVISION WHICH RESTRICTS THE SALE,
RENTAL OR USE OF THE DESCRIBED
REAL PROPERTY BECAUSE OF COLOR OR RACE
IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Linda Haney, County Clerk
Ector County
