

Cover page for:

Preliminary Title Insurance Schedules **(with copies of recorded exception documents)**

Preliminary title insurance schedules prepared by:

1st Choice Title, LLC

(File Number: GC262543)

Auction Tract

(in Gregg County, Texas)

For July 28, 2026 auction to be conducted by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

**BOKE, NA doing business as Bank of Texas, in its capacity as the
Trustee of the Jim R. Cole Exempt Lifetime Trust**

COMMITMENT FOR TITLE INSURANCE T-7

ISSUED BY

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

SCHEDULE A

Effective Date: **July 12, 2026, 08:00 am**

GF No. **GC262543**

Commitment No. _____, issued **July 20, 2026, 8:00 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: \$TBD
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: \$TBD
PROPOSED INSURED: **To Be Determined 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:
BOKF NA, doing business as Bank of Texas, in its capacity as the Trustee of the Jim R. Cole Exempt Lifetime Trust
4. Legal description of land:
SEE ATTACHED EXHIBIT "A"

Countersigned
1st Choice Title, LLC - Longview

By: *Jaida Baugh*
Authorized Signatory

EXHIBIT "A"**TRACT ONE:**

All that certain tract or parcel of land situated in the John Moffit Survey, Gregg County, Texas, being a part of the Gregg Home for the Aged, Inc., 121 acre tract, and being more particularly described as follows:

BEGINNING at the Southeast corner of the B. G. Wolford 2 acre tract in the North boundary line of the W. L. Britt 2.90 acre tract;

THENCE North 01° 05' West, 753 feet along the East boundary line of said B. G. Wolford 2 acre tract to the Northwest corner of the Gregg Home for the Aged, Inc., 121 acre tract;

THENCE North 89° 56' East, 595 feet along the North boundary line of said 121 acre tract for the Northeast corner of this tract;

THENCE South 01° 05' East, 753 feet to an iron pin in the North bank of a creek, a 24" Red Oak brs. East 5 feet;

THENCE North 89° 47' West, 595 feet along the North boundary line of said Britt tract to the PLACE OF BEGINNING, and containing 10.28 acres of land.

TRACT TWO:

All that certain tract or parcel of land situated in the John Moffit Survey, in Gregg County, Texas, being a part of the Mrs. Annie Y. Hughey 220 acre tract, and being more particularly described as follows:

BEGINNING at the Northwest corner of a 1.12 acre tract sold by Mrs. Hughey to W. L. Britt, said corner being in the East boundary line of State Highway No. 259;

THENCE North 89° 00' East along said Britt North boundary line passing his Northeast corner at 160.5 feet, continue for a total distance of 170 feet;

THENCE North 01° 00' West, 512.5 feet to a stake for corner;

THENCE South 89° 00' West 170 feet to a stake set for the Northwest corner in the East boundary line of State Highway No. 259, 40 feet from the centerline of same, said corner being 223 feet South from the Northeast corner of said 220 acre tract;

THENCE South 01° 00' East, 512.5 feet along the East boundary line of said Highway to the PLACE OF BEGINNING, and containing 2 acres of land.

TRACT THREE:

All that certain 0.86 acre tract conveyed to B. G. Wolford by Deed recorded in Volume 647, Page 564, Deed Records of Gregg County, Texas, situated in the John Moffit Survey, out of the Annie Y. Hughey 220 acres, and being more particularly described as follows:

BEGINNING at the Northwest corner of the B. G. Wolford 2 acre tract;

THENCE North 01° 00' West, 222 feet to the Northwest corner of the Hughey 220 acre tract;

THENCE along the South boundary line of the Sam Ross 327 acres, North 87° 43' East, 170 feet;

THENCE South 01° 00' East, 223 feet to the Northeast corner of the B. G. Wolford 2 acres;

THENCE South 89° 00' West, 170 feet along the North line of said 2 acres to the PLACE OF BEGINNING, and containing 2 acres of land.

SAVE AND EXCEPT:

That certain tract or parcel of land conveyed by Special Warranty Deed executed June 6, 2023, and recorded as Instrument No. 202312110 of the Official Public Records of Gregg County, Texas, from Scott A. Morrison in his capacity as the Independent Executor of the Estate of E. J. Cole, Deceased to the State of Texas acting by and through the Texas Transportation Commission, containing 0.9844 of an acre (42,879 square feet) located in the J. Moffit Survey, Abstract 134, and being part of a called 0.86 acre tract (Tract 3) and a called 2 acre tract (Tract 2) described in the deed dated November 1, 2005, recorded in Clerk's File No. 200524593 of the Official Public Records of Gregg County, Texas, from Mitch Motley to Elwyn J. Cole the 0.9844 of an acre being more particularly described by metes and bounds in that Special Warranty Deed.

NOTE: 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.

COMMITMENT FOR TITLE INSURANCE T-7

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OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

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):

This item is deleted in its entirety.
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 **2026**, 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. **Certain documents recorded in public records may have language restricting land ownership or use because of race, color, creed, national origin, religion, disabilities, handicap, sex, or familial status (called herein "Personal Restrictions"). Federal law prohibits enforcement of such personal restrictions and even limits the ability of the title company to report or show them. To the extent Personal Restrictions are contained in any documents listed as an exception to title in this insuring form, Personal Restrictions are omitted from the exception. If the Company or its title insurance agent have provided copies of document containing Personal Restrictions, we are simply providing a true copy of the recorded document and do not publish, state, or imply the Personal Restrictions are enforceable.**
 - b. **All conveyances, contracts, deeds, reservations, exceptions, limitations, leases, and similar interests in or to any geothermal energy and associated resources below the surface of land, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not, all as provided by Section 2703.056 (a) of the Texas Insurance Code.**
 - c. **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.**
 - d. **Any portion of the above described property lying within the boundaries of dedicated or existing roadways or which may be used for road or street purposes.**
 - e. **Any and all easements and/or rights of way, visible or otherwise, over and across the property.**
 - f. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of land.**
 - g. **Rights of Parties in possession. (Owner's Policy only.)**
 - h. **This Company is required by Federal Law to collect certain additional information from you and the parties representing you regarding the purchase of real property. US Code Title 31-Sec 5326 authorizes the U.S Department of Treasury to collect information about the certain transaction as specified in various geographic targeting orders for the purpose of preventing evasion of the Bank Secrecy Act. As a result of a Geographic Targeting Order ("GTO") issued by the United States Department of Treasury, Financial Crimes Enforcement Network ("FinCEN"), this transaction may be responsive to the requirements of the GTO. You may be required, as a condition of the issuance of the policy to provide additional information that will be reported to FinCEN. Please contact this company and provide the details of this transaction in order to comply with the GTO.**
 - i. **Right-of-Way easement granted to Tidal Pipe Line Company, by instrument recorded in Volume 161, Page 582, of the Deed Records of Gregg County, Texas.**
 - j. **Right-of-Way easement granted to Eastern Texas Petroleum Co., by instrument recorded in Volume 173, Page 2, of the Deed Records of Gregg County, Texas.**
 - k. **Right-of-Way easement granted to Sabine Valley Gasoline Co., Inc., by instrument recorded in Volume 177, Page 545, of the Deed Records of Gregg County, Texas.**
 - l. **Right-of-Way easement granted to R. W. Fair Gathering Systems, by instrument recorded in Volume 197, Page 415, of the Deed Records of Gregg County, Texas.**
 - m. **Right-of-Way easement granted to Southwestern Gas & Electric Co., by instrument recorded in Volume 402, Page 251, of the Deed Records of Gregg County, Texas.**

- n. **Right-of-Way easement granted to Southwestern Electric Power Company, by instrument recorded in Volume 646, Page 129, of the Deed Records of Gregg County, Texas.**
- o. **Right-of-Way easement granted to Delta Drilling Company, by instrument recorded in Volume 1114, Page 293, of the Deed Records of Gregg County, Texas.**
- p. **Right-of-Way easement granted to Southwestern Electric Power Company, by instrument recorded in Volume 1924, Page 570, of the Deed Records of Gregg County, Texas.**
- q. **The existence of an on-site sewage facility (OSSF), together with the terms and conditions relative to the maintenance of same, as evidenced by the Affidavit to the Public recorded in Document No. 201121804 of the Official Public Records of Gregg County, Texas.**
- r. **Right-of-Way easement granted to Southwestern Electric Power Company, by instrument recorded as Document No. 201509136, Official Public Records of Gregg County, Texas.**

COMMITMENT FOR TITLE INSURANCE T-7

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OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

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:

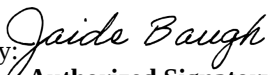
1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - b. all 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. **The owners must execute and deliver to the Company an acceptable Affidavit of Debts and Liens in connection with the closing of this transaction.**
6. **NOTE: The "rights of parties in possession" exception on Schedule B of this Commitment may be deleted only if the Company inspects the Land and determines there are no "parties-in-possession" (such as tenants or persons claiming unrecorded easements or other non-recorded rights to use the property) and the Company's additional inspection fee is paid. If such inspection is not to be conducted, the proposed insured will be required to execute a waiver of inspection, and no inspection fee will be charged.**
7. **NOTE: (a) The policy of title insurance to be issued under this Commitment for Title Insurance provides for arbitration which is a common form of alternative disputes resolution. The rules of the Texas Department of Insurance allow you to request that such provision be deleted from the policy at no additional charge to you. Unless you notify us prior to settlement that you wish to have the arbitration provision deleted it will be in the policy which we issue to you. (b) Pursuant to Requirement 2 above, you must satisfy the Company that there is legal access to and from the land. Please supply evidence of legal access prior to closing.**
8. **If Item 2 of Schedule B is to be amended to read "shortages in area" only, furnish Title Company a current survey supporting such modification. The surveyor should certify that there are no encroachments, protrusions or overlaps, visible or apparent easements, rights of way or roadways on the Land except as shown on the plat of said survey, that the Land abuts a public road with such road shown and identified on the plat, and that the Land does not lie within the 100 year flood plain.**
9. **If Item 5 on Schedule B is to be amended on the Loan Policy to delete the subsequent taxes and assessments language,**

any "roll-back" taxes assessable against the Land must be paid at or prior to closing.

10. The Company requires for its review a satisfactory survey plat and field notes of the subject property showing all improvements, easements, right-of-ways, building setback lines, roads, alleys, and all other matters that affect or may affect the subject property. If the survey plat reveals any encroachments, overlaps, boundary line disputes, or other adverse matters, they may appear as exceptions in the Policy. (T-19)
11. T-19.2 Minerals and Surface Damage Endorsement will be added to the Loan Policy if T-19 is requested.
12. The Company disclaims any undertaking or responsibility in connection with the issuance of any home warranty beyond transmitting funds and forms in accordance with the instructions of the parties to this transaction. The Company specifically is not responsible for insuring that any such warranty is ultimately issued.
13. Company finds no outstanding liens of record affecting the subject property. Inquiry should be made concerning the existence of any recorded or unrecorded liens or other indebtedness which could give rise to any security interest claim in the subject property.
14. This transaction involves a Trust. Company requires the Trustee provide a copy of the Trust Agreement for review. Company also requires that the Trustee execute a Certification of Trust, which will be filed in the real property records meeting all of the provisions of Section 114.086(a) and (c) of the Texas Property Code, and Company must be provided excerpts from the Trust Agreement sufficient to evidence authority of the Trustee to execute the documents for the proposed transaction. This Title Evidence is subject to possible additional requirements upon receipt and review of the same.
15. NOTE: Effective September 1, 2025, certain foreign individuals and entities of a "designated country", currently China, Russia, Iran, and North Korea), are prohibited from purchasing or acquiring real property interests in Texas, pursuant to Section 5.251 et. seq. of the Texas Property Code. The Texas Attorney General is authorized to investigate a possible violation of a purchase or acquisition of a real property interest. If a violation is found, the Texas Attorney General may bring an enforcement action to include divestment of the individual or entity's interest in the real property through a sale, termination of the leasehold if for a duration of more than one year or other disposition, and refer the matter to appropriate law enforcement agencies.
16. FOR INFORMATIONAL PURPOSES ONLY: The following recorded conveyances affect the subject property and have been recorded in the Official Public Records of Gregg County within the past 24 months: Special Warranty Deed recorded under Document No. 202412252 of the Official Public Records of Gregg County, Texas.

Previous conveyance recorded in/under Substitute Trustee's Deed recorded November 1, 2005 under Document No. 200524593 of the Official Public Records of Gregg County, Texas.

Countersigned
1st Choice Title, LLC - Longview

By: 
Authorized Signatory

COMMITMENT FOR TITLE INSURANCE T-7

SCHEDULE D

GF No. GC262543

Effective Date: **July 12, 2026, 08:00 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

DIRECTORS OF OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

CRAIG R. SMIDDY JOHN M. DIXON STEVE R. WALKER
MICHAEL D. KENNEDY CHARLES J. KOVALESKI LISA J. CALDWELL
JOHN ERIC SMITH GLENN W. REED FREDRICKA TAUBITZ
STEVEN J. BATEMAN BARBARA ADACHI SPENCER LEROY, III
PETER B. MCNITT

OFFICERS OF OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

CAROLYN J. MONROE, President & CEO CHRIS G. LIESER, Executive Vice President & CFO
CURTIS J. HOFFMAN, Executive Vice President MARK M. BUDZINSKI, Executive Vice President
DANA C. SOLMS, Executive Vice President BENEDICT CORBETT, Vice President & Treasurer
DANIEL M. WOLD, Executive Vice President & Secretary IVY ANDERSON, Executive Vice President

Shareholders owning or controlling, directly or indirectly, ten percent (10%) or more of the shares of Old Republic National Title Insurance Company: Old Republic Title Insurance Companies, Inc.-100%, a wholly owned subsidiary of Old Republic National Title Holding Company, a wholly owned subsidiary of Old Republic Title Insurance Group, Inc., a wholly owned subsidiary of Old Republic International Corporation.

2. (a) A listing of each shareholder, owner, partner or other person having, owning or controlling one (1%) or more of the Title Insurance Agent that will receive a portion of the premium is as follows: Jason A. Holt, Jason D. Williams
- (b) A listing of each shareholder, owner, partner, or other person having, owning, or controlling ten percent (10%) or more of an entity that has, owns, or controls one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium are as follows.
- (c) If the Agent is a corporation: (i) the name of each director of the Title Insurance Agent, and (ii) the names of the President, the Executive or Senior Vice-President, the Secretary and the Treasurer of the Title Insurance Agent. Jason A. Holt, President; Jason D. Williams, Director of Operations
- (d) The name of any person who is not a full-time employee of the Title Insurance Agent and who receives any portion of the title insurance premium for services performed on behalf of the Title Insurance Agent in connection with the issuance of a title insurance form; and, the amount of premium that any such person shall receive.
- (e) For purposes of this paragraph 2, "having, owning or controlling" includes the right to receipt of a percentage of net income, gross income, or cash flow of the Agent or entity in the percentage stated in subparagraphs (a) or (b).
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>\$308.00</u>
Loan Policy	<u>\$100.00</u>
Endorsement Charges	<u>\$25.00</u>

Other	<u>\$0.00</u>
Total	\$433.00

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>
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" *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."

COMMITMENT FOR TITLE INSURANCE (Form T-7)

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.

Your Commitment of 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 (800) 328-4441 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 1-800-252-3439.

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.

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

S.M.

3436.
RIGHT OF WAY GRANT-PIPELINE.

FOR AND IN CONSIDERATION OF Sixty two and no/100 DOLLARS (\$62.00) to the undersigned in hand paid, the receipt of which is hereby acknowledged, I or we do hereby grant to Tidal Pipe Line Company, a corporation, organized under the laws of the State of Oklahoma and duly authorized to transact business in the State of Texas, its successors or assigns, the right of way to lay, maintain, operate and remove a pipe line for the transportation of oil or gas and erect, maintain, and operate a telegraph or telephone line, if the same shall be found necessary, on, over, or through the following described lands, to-wit:

A tract of 589 acres, more or less, being the Hughey and Ross tract of land; said tract being bounded on the north by the M. McCurry Survey; On the West by the Wm. McCurry and the L. B. Outlaw Surveys; on the east by the S. Bagett Survey; and on the south by the lands of A. A. King, J. E. Lawther, and C. N. Dickson; all of said land being in and a part of the J. A. Maffit and the Jas. Hilliard Surveys of Gregg County, Texas.

The grantees hereby warrant and represent that no part of the above described tract is a portion or part of their homesteads, of Section Township Range in County, State of , with ingress and egress to and from the same. The grantors, their heirs and assigns, to fully use and enjoy the said premises, except for the purpose hereinbefore granted to the grantee herein, which grantee hereby agrees to pay any damages that may arise from the laying, maintaining and operating said pipe line; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by said grantors, their heirs or assigns, one by the said grantee its successors or assigns, and the third by the two so appointed, as aforesaid, and the award of such three persons shall be final and conclusive. And it is hereby further agreed that the said grantee, its successors or assigns, may at any time lay an additional line of pipe alongside of the first line, as herein provided, upon the payment of a like consideration, and subject to the same conditions; also to have the right to change the size of its pipes, the damages, if any, in making such change, to be paid by the said grantee.

TO HAVE AND TO HOLD the said easement unto the said Tidal Pipe Line Company its successors and assigns, so long as the same shall be useful for the purpose desired of by said grantee which by the acceptance hereof, covenants and agrees with the grantor that the pipe line shall be buried so as not to interfere with the cultivation of the premises.

WITNESS our hands this 26 day of March A. D. 1934.

(MBH) M. B. Hughey,
(SR) Sam W. Ross.

STATE OF TEXAS |
 SS
COUNTY OF GREGG |

BEFORE ME the undersigned authority on this day personally appeared M. B. Hughey, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 27th day of March A.D. 1934.

(L.S.)

J. C. Barton,
Notary Public in and for Gregg County, Texas.

THE STATE OF TEXAS |
 SS
COUNTY OF GREGG |

BEFORE ME, Mary Florence, a Notary Public in and for the County of Gregg, and State of Texas, on this day personally appeared S. W. Ross known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 22nd day of March A.D. 1934.

(L.S.)

Mary Florence,
Notary Public in and for Gregg County,
Texas.

FILED FOR RECORD MARCH 30, 1934 at 9 o'clock A.M.
RECORDED APRIL 9, 1934 at 9.15 o'clock A.M.

COUNTY CLERK, GREGG COUNTY, TEXAS.

receipt of which is hereby acknowledged, I, Miss Mary B. Hughey, administrator for M. B. Hughey, owner, do hereby grant to Eastern Texas Pet Co. hereinafter designated as the Company, with principal offices at Dallas, Texas, its successors and assigns the right of way, or easement and privilege, to lay, repair, maintain and operate and remove pipe lines for transportation of oil, gas or any of its products or other fluids or substances, and to erect, maintain and operate in connection therewith a telegraph or telephone line, or both, if the Company, its successors and assigns should deem it necessary, on over and through the M. B. Hughey lands in the Wm. McCurry survey, described herein, to-wit:

Said lands lying and being situated within Gregg County, Texas, and described as follows:

Approximately 30 Rods in a Northwesterly direction across a part of the M. B. Hughey 80 acre tract. This agreement constitutes full payment for all damages incurred by laying a pipe line along the above described Right of Way.

(Pipe line connection to the Magnolia Pipe Line Co's Kilgore Pipe Line Station.) to which description reference is here made, with ingress and egress to and from same, for said purposes.

The said Grantor her heirs or assigns to fully use and enjoy the said premises, except for the purpose hereinbefore granted; the Company hereby agrees to pay any damages which may arise in the laying, maintaining and operating said pipe line; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by said grantor her heirs or assigns, one by the Company, its successors and assigns, and the third by the two so appointed as aforesaid, and the award of such three persons shall be final and conclusive.

And it is further agreed that the Company, its successors and assigns, may at any time lay an additional line or pipe, alongside the first line, as herein provided, upon the payment of a like consideration, and subject to the same conditions also to have the right to change the size of its pipes, the damages, if any, in laying such additional line, or making such change to be paid by the Company and the amount thereof to be ascertained in like manner as provided herein for the laying of the first pipe line.

It is hereby understood that the parties securing this grant in behalf of the said Company are without authority to make any covenant or agreement not herein expressed.

Witness my hand on this 23 day of July 1934.

M. B. Hughey.

By. Mary Belle Hughey.

PAID.

DRAFT NO. 80108.

NO. G 1186.

STATE OF TEXAS I

COUNTY OF GREGG I

BEFORE ME, M. S. Parks, A Notary Public of the County of Gregg in the State of Texas, on this day personally appeared M. B. Hughey, by Mary Belle Hughey, both known to me to be the persons whose names 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 July A. D. 1934.

(L.S.)

M. S. Parks,
Notary Public, Gregg Co. Tex.

FILED FOR RECORD OCTOBER 25, 1934 at 9.05 o'clock A. M.
RECORDED NOVEMBER 1, 1934 at 8.35 o'clock A. M.

W. S. Parks
COUNTY CLERK, GREGG COUNTY, TEXAS.

S.M.

9837.
RIGHT OF WAY.

THE STATE OF TEXAS I

COUNTY OF GREGG I

FOR AND IN CONSIDERATION OF Two Hundred Seventeen & 50/100 Dollars, to us paid, the receipt of which is hereby acknowledged, I, S. W. Ross, 1/2 owner and Miss Mary B. Hughey, Administrator for M. B. Hughey 1/2 owner, do hereby grant to Eastern Texas Pet. Co. hereinafter designated as the Company, with principal offices at Dallas, Texas, its successors and assigns, the right of way, or easement and privilege to lay, repair, maintain and operate and remove pipe lines for transportation of oil, gas or any of its products or other fluids or substances, and to erect, maintain and

remove pipe lines for transportation of oil, gas or any of its products or other fluids or substances, and to erect, maintain and operate in connection therewith a telegraph or telephone line, or both if the Company, its successors and assigns should deem it necessary, on, over and through Our lands in the John Moffitt and James Hilliard surveys described herein, to-wit:

Said lands lying and being situated within Gregg County, Texas, and described as follows:

Approximately 290 Rods in a Northwesterly direction across out 250 acre tract in the John Moffitt survey and across the Southern end of our 348 acre tract in the James Hilliard Survey.

This agreement constitutes payment in full for all damages incurred by laying the above noted pipe line.

(Pipe Line Connection to the Magnolia Pipe Line Co's Kilgore Pipe Line Station.) to which description reference is here made, with ingress and egress to and from same, for said purposes.

The said Grantor their heirs or assigns to fully use and enjoy the said premises, except for the purpose hereinbefore granted; the Company hereby agrees to pay any damages which may arise in the laying, maintaining and operating said pipe line; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by said grantor, their heirs or assigns, one by the Company, its successors and assigns, and the third by the two so appointed as aforesaid and the award of such three persons shall be final and conclusive.

And it is further agreed that the Company, its successors and assigns, may at any time lay an additional line or pipe, alongside the first line, as herein provided, upon the payment of a like consideration, and subject to the same conditions; also to have the right to change the size of its pipes, the damages, if any, in laying such additional line, or making such change, to be paid by the Company, and the amount thereof to be ascertained in like manner as provided herein for the laying of the first pipe line.

It is hereby understood that the parties securing this grant in behalf of the said Company are without authority to make any covenant or agreement not herein expressed. G 1169.

Witness our hands on this 21 day of July 1934.

Signed and delivered in the presence of the undersigned witnesses:
WITNESS:
H. A. Pierce.

S. W. Ross,
M. B. Hughey,
By. Mary Belle Hughey.

STATE OF TEXAS I
COUNTY OF GREGG I

BEFORE ME, Mary F. Florence, Notary Public, in and for said County and State on this day personally appeared S. W. Ross, known to me or proved on the oath of _____ to be the person whose name is subscribed to the foregoing instrument acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21st day of July A. D. 1934.

(L.S.) Mary Florence,
Notary Public.

STATE OF TEXAS I
COUNTY OF GREGG I

BEFORE ME, A Notary Public, E. L. Love, in and for said County and State on this day personally appeared Mary Belle Hughey, known to me to be the person whose name is subscribed to the foregoing instrument, acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 4th day of October A. D. 1934.

(L.S.) E. L. Love,
Notary Public, Gregg County, Texas.

FILED FOR RECORD OCTOBER 25, 1934 at 9.05 o'clock A. M.
RECORDED NOVEMBER 1, 1934 at 9 o'clock A. M.

Miss Shaw
COUNTY CLERK, GREGG COUNTY, TEXAS.

S.M. 9838.
RIGHT OF WAY.

THE STATE OF TEXAS I
COUNTY OF GREGG I

FOR AND IN CONSIDERATION OF Twenty Two & no/100 Dollars to me paid, the

on this day personally appeared H. H. Hyde, a witness, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he witnessed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 7th day of March A. D. 1935.

(L.S.)

Beatrice Tunnard,
Notary Public in and for Gregg County, Texas.

FILED FOR RECORD MARCH 8, 1935 at 8.05 o'clock A. M.
RECORDED MARCH 19, 1935 at 4 o'clock P. M.

W. S. Shaw
COUNTY CLERK, GREGG COUNTY, TEXAS.

S.M.

2604.
RIGHT OF WAY GRANT.

FOR AND IN CONSIDERATION OF Ninety Seven and No/100 DOLLARS to in hand paid, the receipt of which is hereby acknowledged, M. B. Hughey and S. W. Ross, does hereby grant and lease to SABINE VALLEY GASOLINE CO. INC., its successors and assigns, the right of way to lay, maintain and operate pipe lines, and erect, maintain and operate telephone or telegraph lines, in connection therewith, over, and through our lands in the County of Gregg State of Tex. bounded and described as follows:

All our land in James Hillard and Jno. Moffitte Surveys in Gregg Co. Line to run from Wm. McCurry to Silas Baggett, distance of 290 rods, with ingress and egress to and from the same. The said grantors to fully use and enjoy the said premises, except for the purpose hereinbefore granted to the said SABINE VALLEY GASOLINE CO. INC. which hereby agrees to pay any damages which may arise to crops or fences from the laying, erecting, maintaining or operating of said pipe and telegraph and telephone lines; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantors, their heirs or assigns; one by the said SABINE VALLEY GASOLINE CO. INC., its successors or assigns, and the third by the two so appointed as aforesaid, and the written award of such three persons or any two of them shall be final and conclusive.

SIGNED AND EXECUTED AT in the County of on this the 6th day of March, 1935, in the presence of the undersigned competent witnesses.

WITNESSES:
H. H. Hyde,
Beatrice Tunnard.

S. W. Ross,
M. B. Hughey.

STATE OF TEXAS X

COUNTY OF GREGG X

BEFORE ME, the undersigned authority, personally came and appeared S. W. Ross and M. B. Hughey, of full age, and of said County and State, personally known to me who in my presence and in the presence of H. H. Hyde, and Beatrice Tunnard, the undersigned competent witnesses, also of age and residents of the County, declared under oath and acknowledged that they signed and executed the foregoing instrument on the day same bears date, for the objects and purposes therein set forth, in the presence of and together with said witnesses, and they now acknowledge in presence of said witnesses and me, Notary, that same was their voluntary acts and deeds.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal of office at Longview in the County of Gregg State of Texas on this the 6th day of March 1935.

(L.S.)

Beatrice Tunnard,
Notary Public, Gregg County, Texas.

WITNESSES:
H. H. Hyde,
Beatrice Tunnard.

FILED FOR RECORD MARCH 8, 1935 at 8.05 o'clock A. M.
RECORDED MARCH 19, 1935 at 4.40 o'clock P. M.

W. S. Shaw
COUNTY CLERK, GREGG COUNTY, TEXAS.

S.M.

2605.
RIGHT OF WAY GRANT.

FOR AND IN CONSIDERATION OF Five and no/100 DOLLARS to me in hand paid, the receipt of which is hereby acknowledged, Viola Wells does hereby grant and lease to SABINE VALLEY GASOLINE CO. INC., its successors and assigns, the right of way to lay, maintain, and operate pipe lines, and erect, maintain and operate telephone or telegraph lines, in connection therewith, over, and through my lands in the County of Gregg State of Tex. bounded and described as follows:

My 1 1/2 acre tract of land in L. B. Outlaw Survey Magnolia Lease, Gregg Co. Tex. only, with ingress and egress to and from the same. The said grantors to fully use and enjoy the said premises, except for the purpose hereinbefore granted to the said SABINE VALLEY GASOLINE CO. INC., which hereby agrees to pay any damages which

Said land being described as follows, to-wit: Situated in the County of Gregg, State of Texas, being a part of the Mary Van Winkle Survey in the townsite of Kilgore, and known as the Johnson, Haynie and Russell tracts, comprising two and one-half (2½) acres more or less and being more commonly known as Blocks No. 67 and No. 68 in the townsite of Kilgore. It being my intention to convey under this Power of Attorney to the above named attorney a one-half (1/2) undivided interest in and to all lands owned by me in the Mary Van Winkle Survey, Gregg County, Texas.

hereby giving and granting to said Attorney full power and authority to do and perform any and all acts and things whatsoever requisite and necessary to be done in and about the premises, as fully and to all intents and purposes, as I might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that said Attorney or his substitute shall lawfully do in the premises by virtue hereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand at Dallas, Texas, this 19th day of March A.D. 1936.

Jack Hight.

THE STATE OF TEXAS)

COUNTY OF)

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 19th day of March A.D. 1936.

Alto B. Cervin
Notary Public in and for Dallas County, Texas.

(L.S.)

FILED FOR RECORD Mar. 20, 1936 at 8:24 AM

RECORDED April 2, 1936 at 1:47 PM (PB)

W. H. Hight
COUNTY CLERK, GREGG COUNTY, TEXAS.

0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0

-2757-

RIGHT OF WAY GRANT

KNOW ALL MEN BY THESE PRESENTS, That M. B. Huey and S.W. Ross of the post office of Kilgore in the State of Texas for and in consideration of Ten Dollars and other valuable considerations Dollars, cash in hand paid, receipt of which is hereby acknowledged, do... hereby grant and convey unto R.W. Fair Gathering System, a corporation, the right to lay, operate and maintain a one 4 or 6 in. pipe line for the transportation of oil or gas, the grantee selecting the route, upon, over and through the following described land, situated in the County of Gregg in the State of Texas:

From the North East corner of the J. Moffitt Survey North to the North Line of the James Hillard Survey, Gregg County, Texas.

Also the right to locate, erect, operate and maintain upon, over and through said land, a line of poles and telegraph wires thereon, and right to lay, operate and maintain, adjacent to and parallel with the first, a second pipe line; and the grantee at any and all reasonable times shall have the right of ingress to and egress from such pipe lines and telegraph and telephone lines, and may remove the same in whole or in part at will.

TO HAVE AND TO HOLD the said easements unto said R.W. Fair Gathering System its successors and assigns, so long as such structures are maintained.

And by acceptance hereof the grantee agrees to bury such pipe lines where same cross tillable land so that they will not interfere with the cultivation of the land, and also to pay any and all damages to crops, fences and land which may be suffered from the construction, operation or maintenance of such pipe lines.

It is also understood and acknowledged by the grantor or grantors that the person securing the grant is without authority to make any agreement in regard to the subject matter hereof which is not expressed herein and that no such agreement will be binding on the grantee.

IN WITNESS WHEREOF, this instrument is signed on this the 4th day of March 1936.

M.B. Hughey
S. W. Ross.

THE STATE OF TEXAS)

COUNTY OF GREGG)SS

BEFORE ME, the undersigned authority, on this day personally appeared M.B. Huey and S.W. Ross known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that ... executed the same for the purposes and consideration therein expressed.

AAF159

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 4th day of March 1936.

Mary Florence
Notary Public in and for Gregg County
Texas.

(L.S.)

FILED FOR RECORD Mar. 20, 1936 at 8:28 AM

RECORDED April 2, 1936 at 2 PM (PB)

W. G. Tune
COUNTY CLERK, GREGG COUNTY, TEXAS.

0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0

-2758-

WARRANTY DEED

THE STATE OF TEXAS)

COUNTY OF GREGG) KNOW ALL MEN BY THESE PRESENTS:

That We, W. G. Tune and wife, Idabelle Tune, of the County of Gregg State of Texas for and in consideration of the sum of --- Ten and No/100 (\$10.00)---DOLLARS to us in hand paid by Doyle D. Standlee and wife, Sybil Standlee, as follows:

Cash in hand paid, the receipt of which is hereby acknowledged;

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said Doyle D. Standlee and wife, Sybil Standlee, of the County of Gregg State of Texas all that certain

tract or parcel of land in the Issac Skillern Survey, Gregg County, Texas, and described as follows:

BEGINNING at the Southwest corner of a tract of land conveyed to W.G. Tune by the Simms Oil Company by deed dated July 19, 1934, said deed recorded in Vol. 173, pages 264-266, in the Deed Records of Gregg County, Texas;

THENCE East 90 feet to the Southeast corner of the above described tract;

THENCE North 50 feet for the Northeast corner of the tract herein conveyed;

THENCE West 90 feet parallel to the South line hereof and extending to the West line of the tract conveyed to Tune by the Simms Oil Company;

THENCE South 50 feet to the place of beginning;

and being a part of a tract conveyed to W.G. Tune by the Simms Oil Company, as above referred to, in the Issac Skillern Survey, Gregg County, Texas.

This conveyance is made subject to the same conditions as are set out in the conveyance from Simms Oil Company to W.G. Tune, which deed of conveyance is above referred to.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Doyle D. Standlee and wife, Sybil Standlee, their heirs and assigns forever and we do hereby bind ourselves, our-- heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said Doyle D. Standlee and wife, Sybil Standlee, their heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS OUR HANDS at Longview, Texas, this 11th day of December 1935.

Ida Belle Tune
W. G. Tune

THE STATE OF TEXAS)

COUNTY OF GREGG)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared W.G. Tune and Idabelle Tune his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Idabelle Tune, wife of the said W.G. Tune having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Idabelle Tune acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11th day of December A.D. 1935.

Ford Chauncey
Notary Public in and for Gregg
County, Texas.

(L.S.)

257

2889

STATE OF TEXAS

County of G. R. E. G. G.

KNOW ALL MEN BY THESE PRESENTS:

That W. B. Ralph Barger of Gregg County, Texas and Mildred Hooper, joined by her husband, Fred Hooper, of Canadian County, Oklahoma

of Gregg County for and in consideration of Ten and No/100 Dollars (\$10.00) to me (us) in hand paid by SOUTHWESTERN GAS & ELECTRIC CO., a Corporation, duly incorporated, have granted, sold and conveyed and by these presents do grant, sell and convey unto the said Company an easement or right-of-way for an electric transmission and distributing line, consisting of variable numbers of wires, and all necessary or desirable appurtenances (including towers or poles made of wood, metal or other materials, telephone and telegraph wires, props and guys), at or near the location and along the general course now located and staked out by the said Company over, across and upon the following described lands located in Gregg County, Texas, to-wit: a strip 25 feet in width along the North line of the Spinks-Chapman road across our lands in the John Moffitt and James Hilliard Surveys, and extending from the east line of our said lands to the west line thereof, for a 12 KV Electric line running parallel with said Spinks-Chapman Road and poles to be located on north side of Highway near property line.

Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wires on, maintaining and removing said line and appurtenances; the right to remove from said lands all trees (fruit trees excepted) and parts thereof, or other obstructions, which endanger or may interfere with the efficiency of said line or its appurtenances; and the right of exercising all other rights hereby granted:

It is further understood and agreed that, any timber cut and cleared from the aforesaid Right-of-Way is and will be the property of the land owner, company to pay for all damages to crops, fences, fruit trees and other property during the construction and maintenance of said transmission line.

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

Not more than Five towers Five poles and Five anchors shall be placed 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 Five Dollars (\$5.00) for each tower Five Dollars (\$5.00) for each pole and Five Dollars (\$5.00) for each anchor erected in excess of said number, and upon payment the said Company, its successors or assigns, shall have the right, and the right is hereby granted, to erect towers, poles and anchors along said course of said number.

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 14th day of March, 1953.

Sealed and delivered in the presence of:

WITNESS:

Ralph E. Barger
Mildred Hooper
Fred W. Hooper
Fred Hooper



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THE STATE OF TEXAS, SINGLE ACKNOWLEDGMENT
County of E. R. G. G.
BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
Ralph E. Barger
known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 14 day of March, A. D. 1953.
[Signature]
Notary Public in and for E. R. G. G. County, Texas

OKLAHOMA JOINT ACKNOWLEDGMENT
THE STATE OF ~~OKLAHOMA~~
COUNTY OF ~~CANADIAN~~
BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
Fred Hooper and Mildred Hooper his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said
Mildred Hooper wife of the said Fred Hooper having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Mildred Hooper acknowledged such instrument to be her act and deed, and she declared that she had signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 16 day of March, A. D. 1953.
[Signature]
Notary Public in and for Canadian County, ~~TEXAS~~ Oklahoma.

Filed for Record on the 19 day of Mar A.D. 1953, at 9⁰⁰ o'clock A M.
Duly Recorded this the 20 day of Mar A.D. 1953, at 11 o'clock A N.
Instrument No. 2889
Gregg County, Texas
By Louise Neal Deputy.

2890
A-96—WARRANTY DEED—With Single, Joint and Wife's Separate Acknowledgments
MARTIN Stationery Co., Dallas

THE STATE OF TEXAS, Know All Men By These Presents:
COUNTY OF GREGG
That we, Ralph E. Barger of Gregg County, Texas, and Mildred Hooper, joined pro forma by her husband, Fred W. Hooper, of the County of Canadian, State of Oklahoma for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable consideration, to us in hand paid by Southwestern Gas and Electric Company, all in cash, the receipt and sufficiency of which is hereby acknowledged,



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Form 30

3146

STATE OF TEXAS

County of Gregg

KNOW ALL MEN BY THESE PRESENTS:

That I, Mrs. Annie Y. Hughey, a widowof Tarrant County, Texas, for and in consideration of Ten and 00/100 Dollars(\$ 10.00) to me (us) in hand paid by SOUTHWESTERN ELECTRIC POWER COMPANY, a Corporation, duly incorporated, have granted, sold and conveyed and by these presents do grant, sell and convey unto the said Company an easement or right-of-way for an electric transmission and distributing line, consisting of variable numbers of wires, and all necessary or described appurtenances (including towers or poles made of wood, metal or other materials, props and guys), at or near the location and along the general course now located andstaked out by the said Company over, across and upon the following described lands located in Gregg County, Texas, to-wit:Annie Y. Hughey tract of land in the John Moffitt SurveyJob Order #600-4248

Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wires on, maintaining and removing said line and appurtenances; the right to remove from said lands all trees (fruit trees excepted) and parts thereof, or other obstructions, which endanger or may interfere with the efficiency of said line or its appurtenances; and the right of exercising all other rights hereby granted:

It is further understood and agreed that, any timber cut and cleared from the aforesaid Right-of-Way is and will be the property of the land owner, company to pay for all damages to crops, fences, fruit trees and other property during the construction and maintenance of said transmission line.

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

Not more than NO towers 3 poles and 4 anchors shall be placed 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 ----- Dollars (\$ -----) for each tower, ----- Dollars (\$ -----) for each pole and ----- Dollars (\$ -----) for each anchor erected in excess of said number, and upon payment the said Company, its successors or assigns, shall have the right, and the right is hereby granted, to erect towers, poles and anchors along said course of said number.

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 16th day of March 19 64

Sealed and delivered in the presence of:

WITNESS:

Mrs. Annie Y. Hughey
Mrs. Annie Y. Hughey

L-1989

Single
~~JOINT~~ ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF Tarrant }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

Annie Y. Hughey, a widow and she, his wife, both known to me to be the persons whose names ^{is} subscribed to the foregoing instrument, and acknowledged to me that ~~they~~ ^{she} each executed the same for the purposes and consideration therein expressed, and the said ~~wife of the said~~ ^{having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said} ~~acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.~~

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 16th day of March A. D. 1964.



Lottie Covey LOTTIE COVEY
Notary Public in and for Tarrant County, Texas.

Filed for Record on the 22 day of April A.D. 1964, at 11:28 o'clock A.M.

Duly Recorded this the 23 day of April A.D. 1964, at 2:00 o'clock P.M.

Instrument No. 3146

B. M. "BUCK" BIRDSONG, County Clerk
Gregg County, Texas

By Sammie Math Deputy. ☒

3147

Form 30

STATE OF TEXAS

County of Gregg }

KNOW ALL MEN BY THESE PRESENTS:

That I, Mrs Mollie Bales, a widow

of Gregg County, Texas, for and in consideration of Fifteen & 00/100 Dollars

(\$15.00) to me (us) in hand paid by SOUTHWESTERN ELECTRIC POWER COMPANY, a Corporation, duly incorporated, have granted, sold and conveyed and by these presents do grant, sell and convey unto the said Company an easement or right-of-way for an electric transmission and distributing line, consisting of variable numbers of wires, and all necessary or described appurtenances (including towers or poles made of wood, metal or other materials, props and guys), at or near the location and along the general course now located and

staked out by the said Company over, across and upon the following described lands located in Gregg County, Texas, to-wit:

Mrs. Mollie Bales, sole
the Carl Rhodes Survey
66 K.V. electric line along State
Longview old Highway
work order #4-11507

Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wires on, maintaining and removing said line and appurtenances; the right to remove from said lands all trees (fruit trees excepted) and parts thereof, or other obstructions, which endanger or may interfere with the efficiency of said line or its appurtenances; and the right of exercising all other rights hereby granted:

It is further understood and agreed that, any timber cut and cleared from the aforesaid Right-of-Way is and will be the property of the land owner, company to pay for all damages to crops, fences, fruit trees and other property during the construction and maintenance of said transmission line.

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

4671

Form 760 Rev. 7-68

STATE OF TEXAS

County of Gregg

KNOW ALL MEN BY THESE PRESENTS:

That Delta Drilling Companyof Smith County, Texas.

GRANTOR, for and in consideration of the sum of One and no/100 Dollars, cash in hand paid by Southwestern Electric Power Company, a Delaware corporation, GRANTEE, the receipt of which is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto said Grantee an easement and right of way as hereinafter described for the construction, operation, maintenance and use of electric transmission and distribution lines consisting of variable number of wires, together with any and all necessary or desirable appurtenances and related facilities (including, among other things, structures, towers, poles, and supports, telephone and telegraph wires, props and guys), on, over, along, across and under the following described lands located in Gregg County, Texas, to-wit:

An easement and right of way 10 & 20 feet in width and approximately 1545 feet in length over and across

Grantor's tract of land being that certain 43.44 acres, 17 acres located within and being a part of the James Hillyard Survey, Ab. #102 County Block 397, Tract #3, Gregg County, Texas and 26.44 acres located within and being a part of the John Moffitt Survey, Ab. #134, Tract #9, Gregg County, Texas.

Right of way 10 feet and 20 feet in width at different locations and being better identified by SWEPCO drawing KA-78-1 attached to and being made a part of this instrument.

J. O. 600-5282

Grantee shall have the right of ingress and egress over, along, and across adjacent lands owned, leased, or controlled by Grantor, to or from said right of way for any and all purposes relating to or in any way connected with the construction, operation, maintenance and use of lines, wires, structures, facilities and other property of Grantee located on the easement and right of way above described. Grantee shall have and is hereby granted the right of constructing, reconstructing, locating, relocating, inspecting, patrolling, hanging, new wires on existing facilities or such additional facilities and appurtenances as may be required in the future, and maintaining, and removing said lines and appurtenances. Grantee shall have and is hereby granted the further right at all times to remove from said lands all undergrowth, trees and parts thereof (whether within or outside of said right of way), or other obstructions, which in the opinion of Grantee, constitute a hazard or endanger the safety and/or the reliability of said lines or their appurtenances and/or the public.

Grantor further agrees that the easement and right of way described herein shall include the right to Grantee of setting and maintaining any necessary anchors and guy cables in or over areas beyond the limits of the easement and right of way hereby granted, in the event that the construction or configuration of Grantee's facilities make it necessary or desirable.

No buildings, structures, or other improvements (other than fences) may be constructed above ground, and no trees (except fruit trees which do not endanger said line) shall be planted or permitted by Grantor on said right of way.

Grantee will repair or pay for any actual damages to land, crops, fences and bridges which might be sustained during the construction and maintenance of said transmission or distribution lines, and will pay the prevailing market price for any trees cut outside the easement area as above described.

The cash consideration hereinabove mentioned is paid by Grantee and accepted by Grantor as full and total payment for the easement and right of way, all trees, undergrowth, or other obstructions, trimmed or removed from said lands during the construction and maintenance of Company's facilities, and for all other rights and privileges hereinabove set forth.

TO HAVE AND TO HOLD the above described easement and rights unto said Grantee, its successors and assigns, forever or until said right of way is finally abandoned.

And Grantor agrees to warrant and forever defend all and singular the above described easement and rights unto said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the hand and seal of Grantor is hereunto set, this 15th day of March, 1978

Bernie W. [Signature]

WITNESS:

Ronnie C. Nease

Not III

JOINT ACKNOWLEDGEMENT

THE STATE OF TEXAS,
COUNTY OF B

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared _____ and _____, his wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, A.D. 19____

Notary Public, _____ County, Texas.

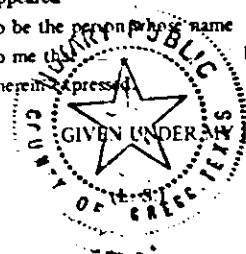
My commission expires June 1, 19____.

(L. S.)

SINGLE ACKNOWLEDGEMENT

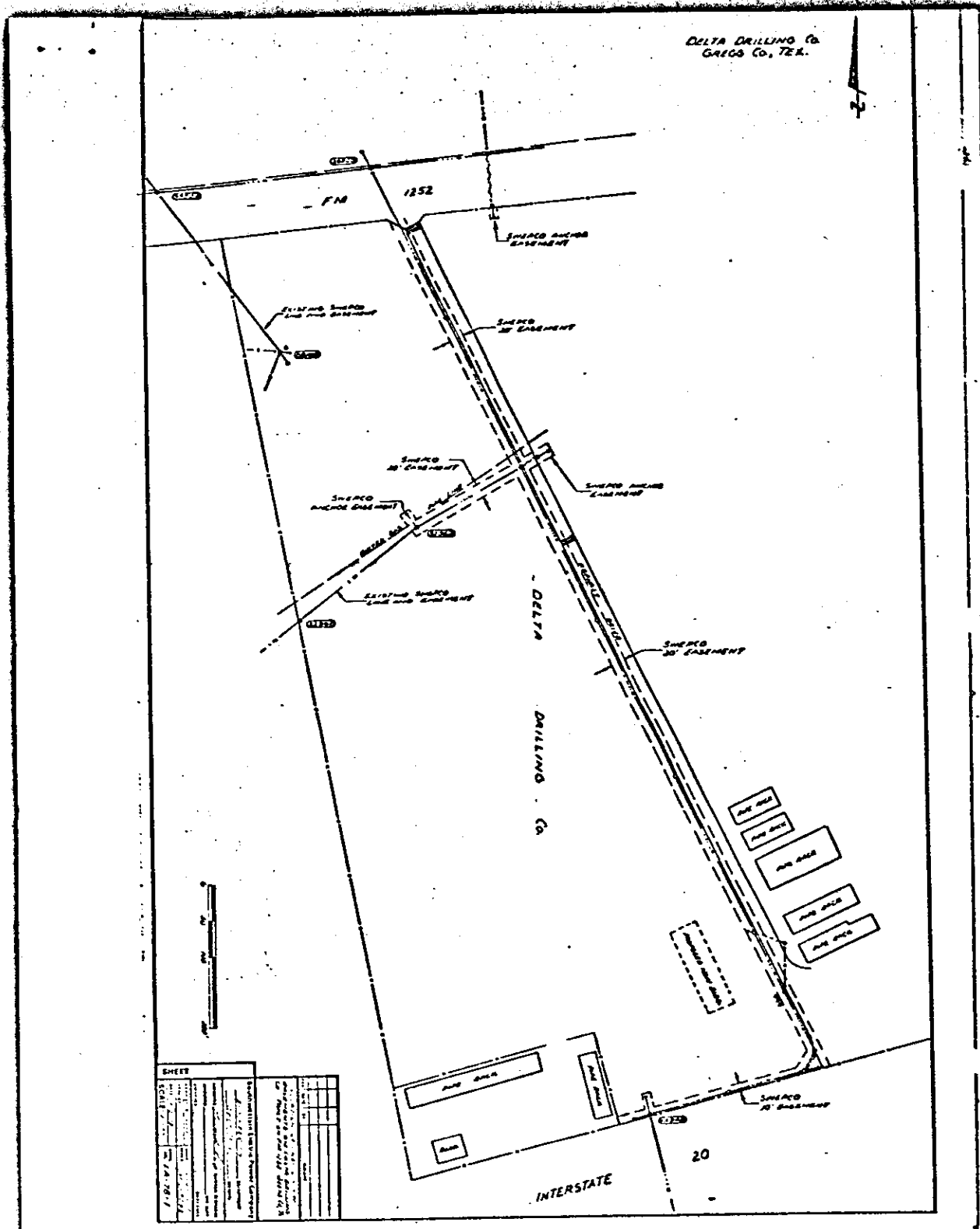
THE STATE OF TEXAS,
COUNTY OF Gregg

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____ BERNIE WOLFORD known to me to be the person whose name is _____ subscribed to the foregoing instrument, and acknowledged to me that he has _____ executed the same for the purposes and consideration therein expressed.



GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 15th day of MARCH, A.D. 1978

Faby Monday
Notary Public in and for GREGG County, Texas.
Dec. 31, 1978
My commission expires XXXXXX



Filed for Record on the 30 day of March A.D. 1978 at 10:58 o'clock A.M.
 Duly Recorded this the 1 day of April A.D. 1978 at 4 o'clock P.M.
 Instrument No. 4671

B. M. "BUCK" BIRDSONG, County Clerk
 Gregg County, Texas

James Carroll Deputy

008346

STATE OF TEXAS

County of Gregg

KNOW ALL MEN BY THESE PRESENTS:

That E. J. Coleof Gregg County, Texas,

GRANTOR, for and in consideration of the sum of one and no/100 Dollars, cash in hand paid by Southwestern Electric Power Company, a Delaware corporation, GRANTEE, whose address is 428 Travis Street, P. O. Box 21106, Shreveport, Louisiana 71156, the receipt of which is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto said Grantee an easement and right of way as hereinafter described for the construction, operation, maintenance and use of electric transmission and distribution lines consisting of variable number of wires, together with any and all necessary or desirable appurtenances and related facilities (including, among other things, structures, towers, poles, and supports, telephone and telegraph wires, props and guys), on, over, along, across and under the following described lands located in Gregg County Texas

to-wit:

An easement and right of way 10 & 20 feet in width and approximately as shown feet in length over and across:

Grantor's tract of land being that certain one acre, more or less, located within and being a part of the John Moffit Survey (A-134), Gregg County, Texas.

SWEPCO right-of-way 20 feet in width, 10 feet either side of pole centerline, and being identified by SWEPCO drawing 600-4142 attached to and made a part of this instrument.

J. O. 600-4142

Grantee shall have the right of ingress and egress over, along, and across adjacent lands owned, leased, or controlled by Grantor, to or from said right of way for any and all purposes relating to or in any way connected with the construction, operation, maintenance and use of lines, wires, structures, facilities and other property of Grantee located on the easement and right of way above described. Grantee shall have and is hereby granted the right of constructing, reconstructing, locating, relocating, inspecting, patrolling, hanging new wires on existing facilities or such additional facilities and appurtenances as may be required in the future, and maintaining, and removing said lines and appurtenances. Grantee shall have and is hereby granted the further right at all times to remove from said lands all undergrowth, trees and parts thereof (whether within or outside of said right of way), or other obstructions, which in the opinion of Grantee, constitute a hazard or endanger the safety and/or the reliability of said lines or their appurtenances and/or the public.

Grantor further agrees that the easement and right of way described herein shall include the right to Grantee of setting and maintaining any necessary anchors and guy cables in or over areas beyond the limits of the easement and right of way hereby granted, in the event that the construction or configuration of Grantee's facilities make it necessary or desirable.

No buildings, structures, or other improvements (other than fences) may be constructed above ground, and no trees (except fruit trees which do not endanger said line) shall be planted or permitted by Grantor on said right of way.

Grantee will repair or pay for any actual damages to land, crops, fences and bridges which might be sustained during the construction and maintenance of said transmission or distribution lines, and will pay the prevailing market price for any trees cut outside the easement area as above described.

The cash consideration hereinabove mentioned is paid by Grantee and accepted by Grantor as full and total payment for the easement and right of way, all trees, undergrowth, or other obstructions, trimmed or removed from said lands during the construction and maintenance of Company's facilities, and for all other rights and privileges hereinabove set forth.

TO HAVE AND TO HOLD the above described easement and rights unto said Grantee, its successors and assigns, forever or until said right of way is finally abandoned, and the provisions herein shall be binding upon the parties hereto, their heirs, successors and assigns.

And Grantor agrees to warrant and forever defend all and singular the above described easement and rights unto said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the hand and seal of Grantor is hereunto set, this 18th day of MAY, 1988.

WITNESS:

Bill McChristian
Bill McChristian

Mary Addie
Trustee
Mary Addie - Trustee

ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____ known to me to be the person (s) whose name (s) _____ subscribed to the foregoing instrument, and acknowledged to me that _____ he _____ executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, A. D. 19 ____.

(L. S.)

Notary Public

My commission expires _____

ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF Clegg

BEFORE ME, the undersigned Notary Public, on this day personally appeared J. T. Hamilton _____, known to me to be the person whose name is subscribed as a witness to the foregoing instrument of writing, and after being duly sworn by me stated on oath that he saw Sheryal Nan Young Copeland _____, the person who executed the foregoing instrument, subscribe the same, and that he had signed the same as a witness at the request of the Grantor.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 23rd day of May, A. D. 19 88

Diana L. Hallonquist

Notary Public

My commission expires 4/29/90

CORPORATION ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said _____, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, A.D. 19 ____.

(L. S.)

Notary Public

My commission expires _____

Right-of-Way and Easement

E. J. Cole

TO

Southwestern Electric
Power Company

Sale of

Right-of-Way and Easement

This instrument filed for record on the _____

_____ day of _____, 19____, at

_____ o'clock _____ M. and duly

recorded in Book _____ Page _____

of _____ records of this office

County Clerk

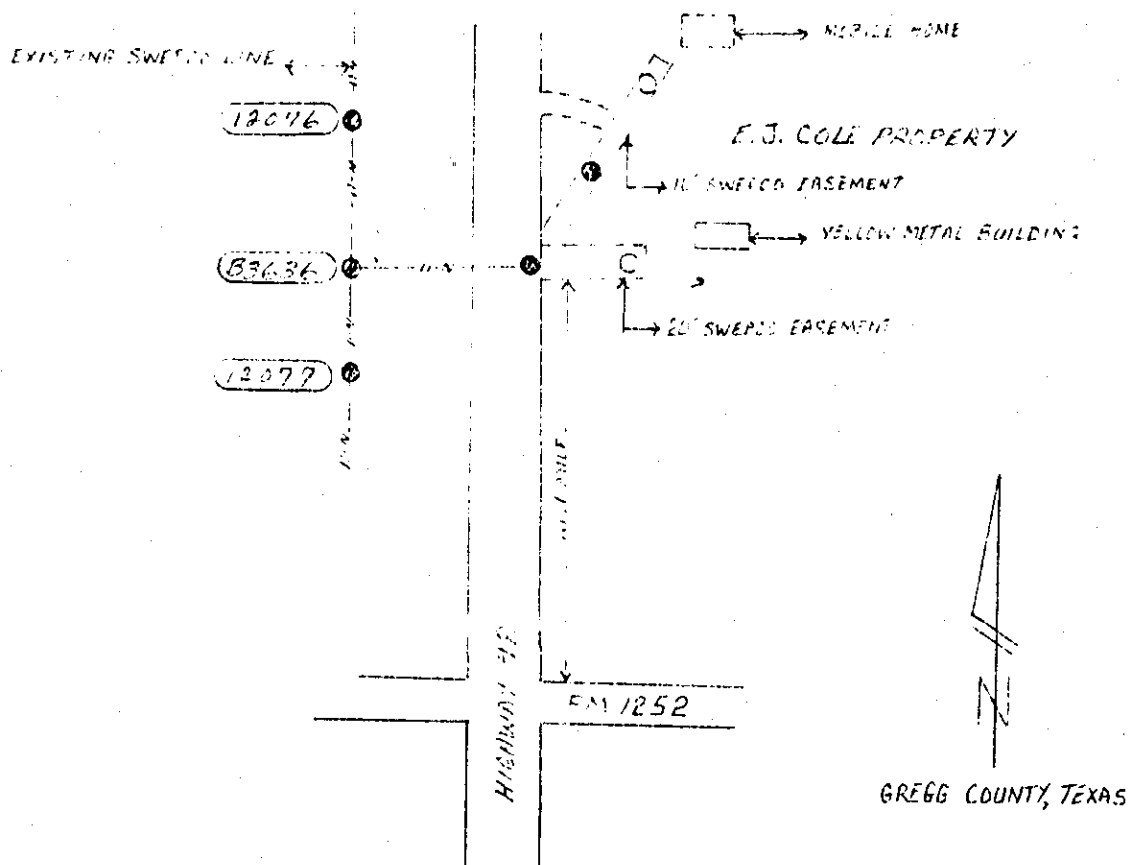
County, Texas

By _____ Deputy

When recorded return to

SWEPKO

P.O. Box 2312, Longview, TX 75606



EXTENSIONS TO SERVE GUIDECO
CORPORATION - GREGG CO., TEXAS

ENGINEERING	DEPT.
EAST TEXAS	DIV.
APPROVED	-
DRWN. BY M.H./11701	DATE 5-16-88
SCALE	W.O.
SH. -	DRWG. NO. 600-4142

SOUTHWESTERN ELECTRIC POWER CO.

FILED
MOLLIE J. BARBER
COUNTY CLERK

'88 MAY 23 P3:23

GREGG C. 
BY _____
DEPUTY

STATE OF TEXAS COUNTY OF GREGG
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 name records of Gregg
County, Texas as stamped hereon by me.

MAY 23 1988



Mollie J. Barber
MOLLIE J. BARBER
COUNTY CLERK
GREGG COUNTY, TEXAS



1 PG

201121804

WASTWATAFF

2011-106

AFFIDAVIT

THE COUNTY OF Gregg

STATE OF TEXAS

CERTIFICATION OF OSSF REQUIRING MAINTENANCE

According to Texas Commission on Environmental Quality Rules for On-Site Sewage Facilities, this document is filed in the Deed Records of _____ County Texas.

I.

The Texas Health and Safety Code, Chapter 366 authorizes the Texas Commission on Environmental Quality (commission) to regulate on-site sewage facilities (OSSFs). Additionally, the Texas Water Code (TWC), § 5.012 and § 5.013, gives the commission primary responsibility for implementing the laws of the State of Texas relating to water and adopting rules necessary to carry out its powers and duties under the TWC. The commission, under the authority of the TWC and the Texas Health and Safety Code, requires owners to provide notice to the public that certain types of OSSFs are located on specific pieces of property. To achieve this notice, the commission requires a recorded affidavit. Additionally, the owner must provide proof of the recording to the OSSF permitting authority. This recorded affidavit is not a representation or warranty by the commission or the Permitting Authority of the suitability of this OSSF, nor does it constitute any guarantee by the commission or the Permitting Authority that the appropriate OSSF was installed.

II.

An OSSF requiring a maintenance contract according to 30 Texas Administrative Code §285.91(12) will be installed on the property described as the following:

Lot _____, Block _____, Subdivision _____, Unit # _____
Acreage _____, Survey Name 5 mott, Abstract 134, Deed Volume _____, Page _____
Tract 11, Section 01, GEO Number: _____

The property is owned by (insert owner's full name): E. Lynn S. Cole

This OSSF shall be covered by a maintenance service policy for the first two years. After the initial two-year service policy, the owner of an aerobic treatment system for a single family residence shall either obtain a maintenance contract within 30 days or maintain the system personally.

Upon sale or transfer of the above-described property, the permit for the OSSF shall be transferred to the buyer or new owner. A copy of the planning materials for the OSSF may be obtained from the Permitting Authority.

WITNESS BY HAND(S) ON THIS 14th DAY OF NOVEMBER 2011

E. Lynn S. Cole
(Owner signature(s))

(Owner(s) signature(s))

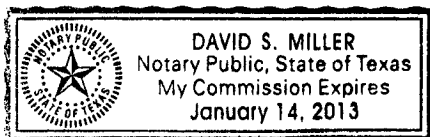
SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 14th DAY OF NOVEMBER 2011

David S. Miller

Notary Public, State of Texas

Notary's Printed Name DAVID S. MILLERMy Commission Expires: JAN 14, 2013

NOTARY SEAL BELOW

FILED AND RECORDED
OFFICIAL PUBLIC RECORDSConnie WadeConnie Wade, County Clerk
Gregg County Texas

November 22, 2011 04:31:00 PM

FEE: \$16.00
WASTWATAFF

201121804

**RIGHT OF WAY AND EASEMENT**

STATE OF TEXAS }
COUNTY OF GREGG }

GRANTOR, **E. J. COLE**, with mailing address of FM 844, Longview, Texas 75605, in consideration of one dollar paid and other good and valuable considerations, receipt of which is acknowledged, has and by these presents does grant and convey unto **SOUTHWESTERN ELECTRIC POWER COMPANY, a Delaware Corporation**, whose address is **428 Travis Street, P.O. Box 21106, Shreveport, LA 71156**, its associated and allied companies and their respective successors and assigns, herein referred to as GRANTEE, a perpetual right of way and easement over, under and through a part of the following described property:

Grantor's tracts of land being those same tracts located within and being a part of the JOHN MOFFIT SURVEY, and being all or a part of the same land described in the Conveyance Records of Gregg County, Texas in Volume 1297, Page 192, under Registry Number 6351, as shown on the drawing marked "Exhibit A", attached hereto and made a part hereof.

W.O. DST0086295

With the right to construct, reconstruct, repair, replace, change the size and capacity of, modify, operate, maintain, inspect, remove, a line or lines of underground and/or overhead facilities, including, but not limited to, poles, structures, wires, cables, conduits, guys, anchors, and other fixtures and equipment as the GRANTEE may from time to time require for the distribution of electric current, and other forms of energy, and for the transmission or communication of data, audio and video information. Together with the right of ingress and egress to said right of way and easement at all times with equipment and personnel across GRANTOR'S lands for the purpose of constructing, operating and maintaining said lines and related facilities and making all necessary repairs, alterations or removal of any of its property placed thereon, provided that GRANTEE shall repair, replace, or pay for actual damages which may be the result of construction, maintenance and operation of its facilities. GRANTOR shall not construct nor permit to be constructed; any structure or building of any type or nature, including swimming pools, on or adjacent to the said easement right of way that would prevent the use or endanger the said facilities or that would cause a violation of the National Electrical Safety Code. In addition, the GRANTEE may trim, treat, cut down, or remove any trees, growth and vegetation without incurring damages (within the right of way or which could grow into the right of way) which may interfere with GRANTEE'S lines and other facilities, or with ingress and egress thereto.

To have and hold the above described easement and rights unto the GRANTEE, its successors and assigns, forever or until said right of way and easement is finally abandoned.

SIGNED AND DATED, this 22 day of may, 2015.

WITNESS:

Print Name: Diana Calderon
E. J. COLE

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Brazoria

}

}

}

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Elwyn Cole known to me to be the person(s) whose name is subscribed to the forgoing instrument, and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 22 day of may, 2015.



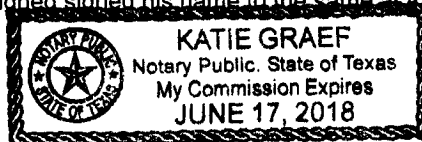
Katie Graef
NOTARY PUBLIC
My Commission Expires 6-17-18

ATTESTING WITNESS ACKNOWLEDGMENT

STATE OF TEXAS

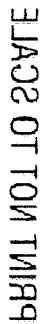
COUNTY OF Brazoria

BEFORE ME, the undersigned authority, this day personally appeared Diana Calderon to me personally know to be the identical person whose name is subscribed to the foregoing instrument as an attesting witness who being first duly sworn, on his oath says: that he subscribed his name to the foregoing instrument as a witness, and that he knows Elwyn Cole to be the identical person(s) described in said instrument, and who executed the same, and saw (him) (them) sign the same as (his) (their) voluntary act and deed, and that he, the undersigned signed his name to the same at the same time as an attesting witness.



SWORN TO AND SUBSCRIBED before me on this 22 day of may, 2015.

Katie Graef
NOTARY PUBLIC
My Commission Expires 6-17-18



УИАРМОС РЕВОР СИТЭСИ ИЕТСВНТЮОС
СОУТЕСТЕРН ЕЛЕКТРИС ПОУЕР КОМПАНИ
ТИЕМНСАТТА ТИЕМЗСАЕ
EASEMENT ATTACHMENT

J. W. Porter & Associates, LLC
Post Office Box 1714
Shreveport, Louisiana 71166

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Connie Wade

Connie Wade, County Clerk
Gregg County Texas

June 11, 2015 11:56:00 AM

FEE: \$24.00
ROW

201509136