

*Cover page for:*

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

\* A copy of the Van Zandt County Subdivision Regulations Approved and Accepted by Van Zandt County Commissioners Court on April 28, 2021 is listed as an exception and is posted for your review as a separate document.

*Preliminary title insurance schedules prepared by:*

**Attorney's Title Company of Henderson County**

**(File Number: 24-108-OC)**

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## **Auction Tracts 11 - 17**

**Parcel ID 19513**

**Van Zandt County, Texas**

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*May 14, 2024 auction to be conducted by:*

**Schrader Real Estate and Auction Company, Inc.  
(in cooperation with Paul A. Lynn & Associates, LLC)**

*On behalf of:*

**Twin Lakes Dairy, LP, Mark C. Hannan, and Laurie L. Hannan**

**COMMITMENT FOR TITLE INSURANCE T-7**

**ISSUED BY**

*FIDELITY NATIONAL TITLE INSURANCE COMPANY*

**SCHEDULE A**

Effective Date: **April 1, 2024, 7:00 am**

GF No. **24-108-OC**

Commitment No. \_\_\_\_\_, issued **April 22, 2024,**

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:  
Proposed Borrower:
- 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:  
**Mark C. Hannah and wife, Laurie L. Hannan**

4. Legal description of land:

**All that certain lot, tract or parcel of land situated in the W. McWILLIAMS SURVEY, Abstract No. 544, and the L. H. THOMPSON SURVEY, Abstract No. 859, Van Zandt County, Texas, and being a part of a called 217.06 acre tract of land described by deed recorded in Volume 966, Page 35, of the Deed Records of Van Zandt County, Texas. Said tract or parcel of land being more fully described by metes and bounds as follows:**

**BEGINNING on a found 1/2" iron rod for the Northeast corner of this tract and the above mentioned tract, said point being on the East line of the L. H. THOMPSON SURVEY, A-859, and the West line of the A. P. McWILLIAMS SURVEY, A-545;**

**THENCE with said East line South 00 deg. 08 min. 23 sec. West 1680.56 feet to a found buggy axle for the Southeast corner of this tract and the L. H. THOMPSON SURVEY, A-859;**

**THENCE with the South line of the L. H. THOMPSON SURVEY, A-859, and the W. McWILLIAMS SURVEY, A-544, South 89 deg. 57 min. 06 sec. West 3211.88 feet to a found 1/2" iron rod for the Southwest corner of this tract located on the East line of F. M. Highway No. 1861 for the beginning of a curve to the right;**

**THENCE with said curve having a delta angel of 03 deg. 46 min. 30 sec., a radius of 3009.07 feet, a chord of North 12 deg. 08 min. 28 sec. East 198.21 feet for a length of 198.25 feet for the end of this curve;**

**THENCE continuing with said East line of North 14 deg. 01 min. 43 sec. East 1532.83 feet to a set 3/8" iron rod for the Northwest corner of this tract;**

**THENCE North 89 deg. 57 min. 06 sec. East 2802.72 feet to the place of beginning and containing 116.142 acres of land, more or less.**

Countersigned  
**Attorney's Title Company of Henderson County**

By **Heather Hale**

## 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 clause is hereby deleted**

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 **2024**, 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. **Rights of Parties in Possession. (Owner's Title Policy Only)**
  - b. **All visible and apparent easements on or across the property, and such circumstances, rights or claims as may arise from the existence of power lines and drainage structures which may be in place beneath the surface of the ground.**
  - c. **Any portion of insured premises lying within the boundaries of a public road or street.**
  - d. **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.**
  - e. **Order of Commissioners Court of Van Zandt County, establishing subdivision regulations , dated April 28, 2021. This exception applies to any application of the Van Zandt County subdivision regulations to the Property by any public body, whether such regulations are recorded or not, without limitation.**
  - f. **The Land has frontage or abuts F. M. Highway 1861, which is a controlled access highway. This policy does not insure against the exercise of power by competent governmental authority to limit, control or deny access, ingress or egress to the Land from said highway or service road which the Land abuts, nor does it insure that the Insured has or shall continue to have access, ingress or egress from such property to and from said highway and service road.**
  - g. **Right of Way Deed from J. R. Hobbs and Stella H. Rowan, Co- Executors under the Will of Mamie O. Hobbs, Deceased, to Great Plains Exploration III, dated November 14, 1979, recorded in Volume 924, page 425 , Deed Records of Van Zandt County, Texas.**

- h. Right of Way Deed from J. R. Hobbs and Stella Hobbs Rowan, Individually and as Co-Executors of the Estate of Mamie O. Hobbs, Deceased, to Esperanza Transmission Company, dated July 28, 1981, recorded in Volume 962, page 461 , Deed Records of Van Zandt County, Texas.**
  
- 5. Right of Way Deed from John Lee and Kelly Hobbs to Wood County Electric Cooperative, Inc., dated March 1, 1979, recorded in Volume 910, page 550 , Deed Records of Van Zandt County, Texas.**
  
- 6. Right of Way Deed from Harry B. Cruse and wife, Lucille W. Cruse|, to Koch Pipelines, Inc., dated February 3, 1992, recorded in Volume 1245, page 597 , Real Records of Van Zandt County, Texas.**
  
- 7. Pipelines as shown by plat prepared by Mark Ferrell, Registered Professional Land Surveyor No. 4373, dated June 2, 1997.**
  
- 8. Right of Way Deed from Mark C. Hannan and Laurie L. Hannan to Oneok Sterling III Pipeline LLC, dated October 5, 2012, recorded in Document No. 2012-008040 , Real Records of Van Zandt County, Texas.**
  
- 9. Right of Way Deed from Harry Cruse to New Era Electric Cooperative, Inc., dated June 24, 1992, recorded in Document No. 2018-007911 , Real Records of Van Zandt County, Texas**

## 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.
- 10. We will require all closing documents and figures in our office at least 24 hours prior to closing or closing date and time will be changed.**
- 11. We will require a copy of the signed closing statement and/or disbursement sheet if file does not close in our office.**
- 12. Require Sellers/Owners to execute and Affidavit as to Debts and Liens in regards to Bankruptcy, Federal Tax Liens, Judgments, etc., on prescribed form.**
- 13. At closing, the Proposed Insured of the Owner Policy will be requested to sign a Waiver of Inspection (see "Texas Title Insurance Information" accompanying this Commitment). In the event that the Proposed Insured declines to sign this Waiver, the Company reserves its rights to conduct a physical inspection of the land and to then charge an inspection fee, all in accordance with regulations of the Texas Department of Insurance.**
- 14. We will require a 1099-S on all transactions involving a Sale.**
- 15. NOTE TO ALL BUYERS, SELLERS, BORROWERS, LENDERS AND ALL PARTIES INTERESTED IN THE TRANSACTION COVERED BY THIS COMMITMENT. The**

following constitutes a major change in the procedures and requirements for disbursement of funds by the title agent pursuant to this transaction: Effective August 1, 1988, The State Board of Insurance has adopted Procedural Rule P-27 which requires that "Good Funds" be received and deposited before a Title Agent may disburse from its Trust Fund Account. The term "Good Funds" is defined as: (1) Cash or Wire Transfers; (2) Certified Funds, including Certified Checks and Cashier's Checks; (3) Uncertified Funds in amounts less than \$1500.00, including Checks, Traveler's Checks, Money Orders and Negotiable Orders of Withdrawal; provided multiple items shall not be used to avoid the \$1500.00 limitation; and (4) Uncertified Funds in amounts of \$1500.00 or more, Drafts, and any other item when collected by the Financial Institution.

16. Determine that all taxing information received from all taxing agencies and verification that tax certificates furnished represent all taxes on property to be insured. ALL TAXES MUST BE PAID.
17. IF TRANSACTION CLOSES IN OUR OFFICE, WE WILL REQUIRE TWO FORMS OF IDENTITY FOR EACH PARTY. (EXAMPLE: DRIVER'S LICENSE AND SOCIAL SECURITY CARD.
18. Require new survey OR sellers' execution of an "Affidavit of No Changes on Previous Survey" with survey attached locating all improvements if any part of survey exception is to be deleted. Survey must be approved by Title Company prior to closing. Attorney's Title Company reserves the right to make additional requirements upon receipt and review of survey. If a survey is NOT required, then this requirement does not apply.
14. Title Company will require a Release of a Partial Release from the following:

Deed of Trust dated January 26, 2015, executed between TWIN LAKES DAIRY, L.P. MARK C. HANNAN, and LAURIE L HANNAN to JESS LAIRD, Trustee for FIRST STATE BANK, ATHENS, TEXAS in the amount of \$2,887,634.00 recorded under Clerk's File No. 2015-000711 in the Van Zandt County, Texas Real Property Records.
15. Title Company will require a Warranty Deed executed by MARK C HANNAN and LAURIE K HANNAN to TWIN KAJES DAIRY, L.P..
16. Title Company will require a copy of the partnership agreement relative to TWIN LAKES DAIRY, L.P. together with a copy of the Certificate of Limited Partnership filed with the Secretary of State.
17. Title Company will require a Resolution stating the officers and authorizing the sale on TLD, INC., the GENERAL PARTNER OF TWIN LAKES DAIRY, L.P.
18. Title Company will require a Deed executed by TWIN LAKES DAIRY, L.P. to "TBD". (Buyer information not given.)



**19. If the T-19 Endorsement is issued, item four of said endorsement, will be deleted therefrom.**

Countersigned  
**Attorney's Title Company of Henderson County**

By **Heather Hale**

**COMMITMENT FOR TITLE INSURANCE**

**SCHEDULE D**

GF No. **24-108-OC**

Effective Date: **April 1, 2024, 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

**Fidelity National Title Insurance Company**

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 issuing Title Insurance Company, Fidelity National Title Insurance Company , is a corporation whose shareholders owning or controlling, directly or indirectly, 10% of said corporation, directors and officers are listed below:

Shareholders: Fidelity National Group, Inc, which is owned 100% by FNTG Holdings, LLC which is owned 100% by Fidelity National Financial, Inc.

Directors: Raymond Randall Quirk, Anthony John Park, Michael Louis Gravelle, Michael J. Nolan

Officers: President, Randal Raymond Quirk, Executive Vice President, Anthony John Park, Secretary, Michael Louis Gravelle, Treasurer, Daniel Kennedy Murphy

- 2. As to Attorney's Title Co. (Title Insurance Agent), the following disclosures are made: Attorney's Title Company of Henderson County Shareholders, owners, partners or other persons having, owning or controlling 1% or more of Title Insurance Agent are as follows:

Damon Douglas 51.39 %	Pamela Burdick 5.14%	Jeff Fulgham 2.57%
Gary Lee Holiman 2.57%	Ellen Leibrock 5.14%	Raymond Shackelford 0.52%
Shirley Ward 6.31%	Glenda Park 0.67%	Sarah Simmons 2.31
Deborah Gardiner 12.13%	Skipper Lay 1.28%	
Glenda Beth Park Stroup 0.62%	Sheradon Waits 2.31	
JYH Trust, Jack Hunter, Trustee 7.04%		

The following individuals are Officers of Attorney's Title Company of Henderson County

President Shirley Ward  
Chairman of the Board Damon Douglas

- 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 \$0.00

Loan Policy	<u>\$0.00</u>
Endorsement Charges	<u>\$0.00</u>
Other	<u>\$0.00</u>
Total	<b>\$0.00</b>

Of this total amount: 15% will be paid to the issuing Title Insurance Company; 85%, will be retained by the Agent and out of that remaining 85% a portion of that 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) 654-7041 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

**Fidelity National Title Insurance Company**

Premium Amount	Rate Rules	Property Type	County Code	Liability at Reissue Rate	6	7	8
1	2	3 <b>30</b>	4 <b>467</b>	5			





TENANT'S CONSENT

The undersigned tenant and/or holder of a surface lease on the above described lands does hereby grant his consent and approval to the above described easement, and the full use and exercise thereof, subject to the condition that any and all damages sustained to his crop and other property on said premises, as a result of the exercise of said rights under said easement, shall be paid to him.

EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

SINGLE ACKNOWLEDGMENT

THE STATE OF Texas  
 COUNTY OF Van Zandt

BEFORE ME, the undersigned authority, on this day personally appeared J. R. Hoke in execution of the will of MAMIE  
 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 in the capacity of executor of the will of MAMIE

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 24th day of November, 1979



Lorraine Hillman  
 Notary Public in and for Smith County  
 State of Texas

SINGLE ACKNOWLEDGMENT

THE STATE OF Texas  
 COUNTY OF Van Zandt

BEFORE ME, the undersigned authority, on this day personally appeared Hella H. Rowland in her own right  
 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 and in the capacity of her own self.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 27th day of November, 1979



Lorraine Hillman  
 Notary Public in and for Smith County  
 State of Texas

JOINT ACKNOWLEDGMENT

THIS IS THE  
 COUNTY OF

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_

and \_\_\_\_\_ 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 \_\_\_\_\_ wife of the said \_\_\_\_\_

having been examined by me privately and apart from her husband, and having the same fully explained to her, she, the said \_\_\_\_\_ acknowledged each 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 understand it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Notary Public in and for \_\_\_\_\_ County  
 State of \_\_\_\_\_

FILED FOR RECORD THIS 5 DAY OF Jan A.D. 1980 AT 1:00 O'CLOCK P.M.  
 STEVE GARDNER, CLERK COUNTY COURT, VAN ZANDT COUNTY, TEXAS. BY Deputy DEPUTY

## RIGHT OF WAY AGREEMENT

#6769

VOL 962 PAGE 461

LL 87

STATE OF TEXAS

CO ESPERANZA TRANSMISSION COMPANY

COUNTY OF VAN ZANDT

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned (hereinafter called OWNER, whether one or more), for and in consideration of the sum of  
 TEN DOLLARS AND NO/100----- (\$ 10.00 )

Dollars, in hand paid, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto ESPERANZA TRANSMISSION COMPANY in succession and assigns (hereinafter called GRANTEE), a permanent right of way and easement 30 feet in width, being 15 feet on each side of the center line thereof as finally located for the purposes of laying, constructing, maintaining, operating, repairing, changing the size of, replacing and removing a pipeline (with fittings, tie-overs, cathodic protection equipment and all appliances appurtenant thereto) for the transportation of oil, gas, or the by products of either, and any other substance that can be transported through a pipeline along routes convenient for Granter's operations under, over and across the lands of owner, situate in the County of VAN ZANDT State of Texas, described as follows:

The provisions of Exhibit "A", attached hereto are hereby incorporated into and made a part of this agreement as though written at length herein.

It is understood and agreed that this easement shall remain in effect so long as same is used or useful to the Grantee. In the event the facilities are not used for a period of twelve (12) consecutive months, then Grantee shall have twelve (12) months to remove the facilities and upon notice from Grantors, will execute a recordable release to this easement.

Grantee shall bury the top of its pipe at least thirty inches below the surface of the ground.

The undersigned Owner, his successors, heirs or assigns, reserves all oil, gas and minerals on and under said lands and the right to farm, graze and otherwise fully use and enjoy said land, provided, however, that Grantee shall have the right hereafter to cut and keep clear all trees, brush and other obstructions that may injure, endanger or interfere with the construction, operation, maintenance and use of said pipeline, or fittings, tie-overs, cathodic protection equipment and appliances appurtenant thereto. Grantee shall have all privileges convenient for the full use of the rights herein granted, together with ingress and egress along said pipeline and over and across existing roads. No excavation, change of grade nor water impoundment may be made on and no structures erected or placed on the permanent right of way and easement herein granted without the prior written consent of Grantee.

Grantee, by the acceptance hereof, agrees to pay damages to crops, pasture, fences, timber, livestock and all other personal property which may arise from laying, constructing, maintaining, operating, repairing, replacing or removing said pipeline.

The Grantee, its successors and assigns, are hereby expressly given and granted the right to assign this right of way and easement, or any part thereof, or interest therein, and the same shall be divisible among two or more owners, as to any right or rights created hereunder, so that each assignee or owner shall have the full rights and privileges herein granted, to be owned and enjoyed either in common or severally.

TO HAVE AND TO HOLD said right of way and easement unto said Grantee, its successors and assigns, until such pipeline be constructed and so long thereafter as a pipeline is maintained thereon; and the undersigned hereby bind themselves, their heirs, executors, administrators, successors and assigns, to warrant and forever defend all and singular said right of way and easement unto said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

It is agreed that this right of way grant as written above covers all of the agreements between the parties and that no other representations have been made modifying, adding to or changing the terms of the same.

Executed this 22<sup>nd</sup> day of July, 1971.

*J. R. Hobbs*  
 J. R. Hobbs, Individually and as  
 Executor of the Estate of Mamie O. Hobbs  
 deceased.

*Stella Hobbs Rowan*  
 Stella Hobbs Rowan, Individually and  
 as Independent Executrix of the Estate  
 of Mamie O. Hobbs, deceased.

THE STATE OF TEXAS        I  
 COUNTY OF SMITH            I

BEFORE ME, the undersigned authority, on this day personally appeared STELLA HOBBS ROWAN, Individually, and as Independent Executrix of the Estate of Mamie O. Hobbs, known to me to be the identical 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, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 28<sup>th</sup> day of July, 1981.



KAY L. BARRY  
 MY COMMISSION EXPIRES  
 4-22-85  
Kay L. Barry  
 Notary Public in and for the  
Smith County, Texas.  
 My commission expires  
4-22-85

THE STATE OF TEXAS        I  
 COUNTY OF SMITH            I

BEFORE ME, the undersigned authority, on this day personally appeared J. R. HOBBS, Individually, and as Independent Executor of the Estate of Mamie O. Hobbs, known to me to be the identical 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, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 28<sup>th</sup> day of July, 1981.



KAY L. BARRY  
 MY COMMISSION EXPIRES  
 4-22-85  
Kay L. Barry  
 Notary Public in and for  
Smith County, Texas.  
 My commission expires  
4-22-85

STATE OF TEXAS;

VOL 962 PAGE 463

COUNTY OF VAN ZANDT;

CENTERLINE DESCRIPTION  
PIPELINE RIGHT-OF-WAY  
VAN ZANDT COUNTY, TEXAS

BEING 1948.7 linear feet (118.11 rods) of pipeline right-of-way out of and across that certain tract being 200 acres of land in the W. McWilliams Survey A-544, and the L.H. Thompson Survey A-859 described in Deed from T.M. Hobbs to Nannie O. Hobbs, dated September 28, 1935, and recorded in Volume 250, Page 402 of the Deed Records of Van Zandt County, Texas. The centerline of the said right-of-way being more fully described as follows:

BEGINNING at a point in the South line of this tract, from whence a fence corner post found for the Southeast corner of this tract bears East along said line 1024 feet:

THENCE N 31° 31' 40" E, 1883.8 feet to a point of angle to the right;

THENCE N 38° 23' 40" E, 64.9 feet to a point in a fence, the East line of this tract, for the terminal point of this centerline description for this tract, from whence a fence corner post found for the Northwest corner of a called 55 acre tract described in Volume 172, Page 92 of the Deed Records of Van Zandt County, Texas bears North along said line, 138 feet.

FILED FOR RECORD THIS 25 DAY OF Aug. A.D. 1981 AT 11:00 O'CLOCK A.M.  
STEVE GANDY, CLERK COUNTY COURT, VAN ZANDT COUNTY, TEXAS. BY *E. Hank* DEPUTY

#2583

THE STATE OF TEXAS  
COUNTY OF Van Zandt

KNOW ALL MEN BY THESE PRESENTS:

THAT John Lee and Kelly Hobbs  
of Van Zandt County, Texas, hereinafter called "Grantor",  
whether one or more, for good and valuable consideration the receipt  
and sufficiency of which is hereby acknowledged, has GRANTED, SOLD and  
CONVEYED and by these presents, does GRANT, SELL and CONVEY unto WOOD  
COUNTY ELECTRIC COOPERATIVE, INC., hereinafter called "Grantee", an  
easement of right-of-way for electric transmission and distribution lines,  
consisting of variable numbers of wire, and all necessary or desirable  
appurtenances, over, across and upon any of Grantor's land in Van Zandt  
County, Texas.

Being a strip of land across Grantor's land twenty (20) feet in  
width, with the Grantee being hereby authorized to designate the course  
of the easement herein conveyed, except that when the electric trans-  
mission and distribution line is installed, the easement herein granted  
shall be limited to a strip of land twenty (20) feet in width with the  
center line thereof being the electric line as installed. This easement  
is further intended to grant the Grantee the right to install guy wires  
and guy anchorage even though the guy wires and guy anchorage may extend  
beyond the easement granted herein.

Together with the right of ingress and egress over Grantor's adjacent  
lands to and from said right-of-way for the purpose of constructing,  
improving, inspecting, maintaining, operating and removing said lines  
and appurtenances; the right to relocate said lines in the same relative  
position to any adjacent road if and when said road is widened in the  
future, and the right at all times to cut away and keep clear of said  
lines and appurtenances all trees and other obstructions which, in the  
sole judgment of Grantee, may endanger or interfere with the proper  
maintenance and operation of said lines.

TO HAVE AND TO HOLD the above described easement and rights to  
the said WOOD COUNTY ELECTRIC COOPERATIVE, INC., its successors and  
assigns, until all of said lines shall be abandoned.

EXECUTED THIS 1st day of March, 1979

John Lee  
Kelly Hobbs

THE STATE OF TEXAS  
COUNTY OF Van Zandt

BEFORE ME, the undersigned authority in and for said County, Texas,  
on this day personally appeared John Lee and Kelly Hobbs

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  
purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 1st day of March,  
1979.

Undersigned Authority  
NOTARY PUBLIC, Van Zandt County, TX.



FILED FOR RECORD THIS 20 DAY OF April A.D. 1979 AT 2:15 O'CLOCK A.M.  
STEVE GANDY, CLERK COUNTY COURT, VAN ZANDT COUNTY, TEXAS. BY Deputy

#1183



KOCH PIPELINES INC

P.O. Box 2256 Wichita, Kansas 67201

RIGHT OF WAY GRANT

STATE OF TEXAS } s.s.
COUNTY OF VAN ZANDT }

ACCT. NO. 22931 VZ-133

KNOW ALL MEN BY THESE PRESENTS:

THAT for and in consideration of One Dollar (\$1.00) to us in hand paid, receipt of which is hereby acknowledged, and the further consideration of OVC per rod line, to be paid when such grant shall be used and occupied, the undersigned as Grantor (whether one or more), do hereby grant and convey unto Koch Pipelines, Inc., as Grantee, its successors and assigns, a right of way for the purpose of constructing, reconstructing, renewing, operating, maintaining, inspecting, repairing, changing the size of and relaying a pipeline and additional pipelines along a route or routes selected by Grantee for the transportation of oil, gas, petroleum or any of its products, together with such valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient for such operations, with the right of ingress and egress to and from the same on, over and through certain land situated in Van Zandt County, State of Texas, to wit:

214 Acres, more or less, in L. Thompson Survey, Abstract 859, described in a deed, dated Sept 1, 1981, in Volume 966 Page 35 of Deed Records, Van Zandt County, Texas.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns, with ingress and egress to and from the same, for the purpose of constructing, operating, inspecting, repairing and maintaining the same, and the relocating, changing the size of, or removing of such at will, in whole or in part. It is further provided that whenever this right of way shall cease to be used for said purposes, the same shall revert to Grantor, its heirs, successors or assigns, upon notice to that effect being given to said Grantee. It is further agreed that said Grantee, its successors or assigns, may at any time lay an additional line or lines of pipe on lands described above upon the payment of a like consideration per rod line and subject to the same benefits and conditions as herein provided. The said grantor to fully use and enjoy the said premises, except for the purpose hereinabove granted to the said Grantee which hereby agrees to bury all pipe to a sufficient depth so as to not interfere with ordinary cultivation of soil and to pay any damages which may arise to crops or fences from the construction, maintenance and operation of said pipelines.

Grantor represents and warrants that he is the owner in fee simple of the land above described subject only to outstanding mortgages, if any now of record in said County and specifically covenants to indemnify Grantee against claims of tenants in possession of the above described lands for damages thereto previously paid to Grantor by Grantee.

Grantor agrees to not build, create or construct nor permit to be built, created or constructed, any obstruction, building, improvement or other structure over or under said pipeline or lines after such pipeline or lines have been constructed by grantee.

All covenants and agreements herein contained shall be deemed to be covenant running with the land and shall extend to and be binding on the respective heirs, legal representatives, successors and assigns of the parties hereto.

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

WITNESS the execution hereof this 3rd day of Feb A.D. 19 92

X Harry B. Cruse Husband Name Address RT 2, Box Ben Wheeler, TX 75754
Harry B. Cruse Name Social Security #

X Lucille W. Cruse wife Name Address His Same As Above
Lucille W. Cruse Name Social Security # 404-24-2516

SS: Hers: 427-28-885-3 Name Address

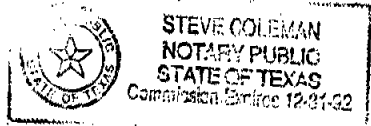
STATE OF Texas } s.s.
COUNTY OF Van Zant }

Before me, the undersigned, a Notary Public in and for said County and State, on this 3rd day of Feb 19 92, personally appeared Harry B. Cruse and Lucille W. Cruse to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above set forth.

Steve Coleman Notary Public

My commission Expires 12-31-92



Document No. 2012-008040

RIGHT-OF-WAY AGREEMENT

Parties: HANNAN MARK C

to

ONEOK STERLING III PIPELINE LLC

---

FILED AND RECORDED  
REAL RECORDS

On: 10/22/2012 at 04:30 PM

Document Number: 2012-008040

Receipt No.: 201249528

Amount: \$ 52.00

By: aharrelson  
Charlotte Bledsoe, County Clerk  
Van Zandt County, Texas

11 Pages

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



STATE OF TEXAS  
COUNTY OF VAN ZANDT

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded under the Document Number stamped hereon of the Official Public Records of Van Zandt County.

Charlotte Bledsoe, County Clerk

---

Record and Return To:

COATES FIELD SERVICE  
ATTN: KAT METHENY  
4150 I-30 W  
CADDO MILLS, TX 75135



**RIGHT-OF-WAY AGREEMENT**

Return To: **ONEOK Sterling III Pipeline, L.L.C.**  
**Real Estate Services**  
**PO Box 871**  
**Tulsa, OK 74102**

AFE: 022.134.5670.010000.115201.21

LINE No.: 10547	TRACT No.:	Agent: Mike
	TXVA0136.00,	Robinson
	TXVA0143.00,	
	TXVA0144.00 &	
	TXVA0145.00	

STATE OF TEXAS  
COUNTY OF VAN ZANDT

For and in consideration of Ten Dollars (\$10.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned landowner **Mark C. Hannan and spouse, Laurie L. Hannan**, (hereinafter called GRANTOR, whether one or more), does hereby GRANT, BARGAIN, SELL and CONVEY to **ONEOK Sterling III Pipeline, L.L.C.**, an Oklahoma limited liability company with its principal offices in Tulsa, Oklahoma, having a mailing address of P.O. Box 871, Tulsa, Oklahoma, 74102, its successors and assigns (hereinafter called GRANTEE), a right-of-way and easement along a route, the location of which has been agreed to by the parties herein (the location of the pipeline, as constructed, to evidence such agreed route), to construct, install, maintain, operate, replace, abandon in place, inspect, patrol, protect, test, repair, reconstruct, alter, relocate, change the size of, remove, and any and all related uses thereto (the "Permitted Uses") a pipeline and necessary and incident facilities, equipment and appurtenances including but not limited to valves and markers ("GRANTEE's Facilities"), for the transportation of natural gas liquids or any other material or substance which can be transported by pipeline across under and upon the lands of GRANTOR in the County of Van Zandt, State of Texas, To wit:

A permanent easement Fifty (50') feet in width and a temporary construction easement of an additional Twenty-five (25') in width across the following tract(s) of land:

A tract of land containing 72.41 acres, more or less, and lying in Abstract No. 827, Leander Smith Survey, Van Zandt County, Texas.

A tract of land containing 116.142 acres, more or less, and lying in Abstract No. 544, W. McWilliams Survey and Abstract No. 859, L. H. Thompson Survey, Van Zandt County, Texas.



A tract of land containing 37.468 acres, more or less, and a tract of land containing 91.99 acres, more or less, and lying in Abstract No. 137, T. Cayce Survey, Van Zandt County, Texas,

As shown on attached Exhibits "A" and "B"

(the "Easement")

During construction, GRANTEE shall have the right to use an additional workspace of one hundred and fifty feet by one hundred and fifty feet (150' x 150') along the easement area at either side of the crossing of roads, railroads, streams, foreign pipelines, terraces, uneven terrain and pipeline points of intersection. Following completion of the construction of Grantee's Facilities, Grantee may record an amended Exhibit A, if adjustments become necessary following actual construction, that reflects the survey of the center line of the pipeline as built, and any such amended easement description shall be included within and constitute the Easement granted by Grantor herein.

GRANTEE shall have all of the rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including but without limiting the same to the free right of ingress and egress over and across said lands to and from said Easement, the right to use all roads over and across said lands and adjacent lands of GRANTOR, and the right from time to time, and at GRANTEE's sole discretion, to cut all trees and undergrowth and remove other obstructions that may injure, endanger or interfere with the Permitted Uses for GRANTEE's Facilities located thereon. GRANTOR may continue to use the surface of the Easement for agricultural, pasturage, or other purposes which will not interfere with the use of the Easement by GRANTEE or any of the rights herein granted (the "Retained Rights"); provided, however, that GRANTOR shall not impound water upon the Easement, change the ground elevation or grade of the Easement, or construct or permit to be constructed any building, structure, improvement or obstruction, or plant any trees or shrubs upon the Easement which would interfere with GRANTEE'S exercise of the rights hereby conveyed, including access to the Easement, and the safe operation of GRANTEE's Facilities. The GRANTEE shall have the absolute right to assign, sell, lease or otherwise transfer this Easement in whole or in part.

TO HAVE AND TO HOLD unto the said GRANTEE, its successors and assigns, for so long as said Easement is used by or is useful to GRANTEE, its successors and assigns, with ingress to and egress from said premises for the Permitted Uses. However, GRANTEE shall have the right to abandon and terminate all or any part of the rights granted herein, by filing a release of same in the county records.

GRANTEE agrees to pay for any physical damage to growing crops, timber, fences, creeks, roads, or other waterways or other structural improvements located outside the above-described Easement and additional workspace which are caused by the Permitted Uses.

GRANTOR and GRANTEE also agree to the additional provisions detailed in the attached Addendum under Exhibit "C" to this Agreement.

It is understood and agreed that this Easement and all rights, privileges, and obligations created herein shall run with the land and shall inure to the benefit of and be binding and obligatory upon the legal representatives, heirs, executors, administrators, devisees, legatees, successors, and assigns of the parties hereto.

GRANTOR represents and warrants that GRANTOR is lawfully seized in fee simple title to the above-described lands and has a good and lawful right to convey the rights as herein done. GRANTOR further covenants and binds itself, its successors and assigns to warrant and forever defend the title to this easement to GRANTEE, its successors and assigns, against the lawful claims of all persons.

It is agreed that this grant covers all the agreements between the parties and that no representation or statements, verbal or written, have been made modifying, adding to or changing the terms of this Agreement.

IN TESTIMONY WHEREOF, the GRANTORS herein have executed this conveyance this 5<sup>th</sup> day of October, 2012.

**LANDOWNER'S SIGNATURE**

Mark C. Hannan  
Mark C. Hannan

Laurie L. Hannan  
Laurie L. Hannan

**ACKNOWLEDGEMENTS**

STATE OF TEXAS  
COUNTY OF Van Zandt

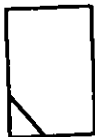
On this 5<sup>th</sup> day of October, 2012, before me, a Notary Public in and for said County and State, personally appeared **Mark C. Hannan and spouse, Laurie L. Hannan**, to me personally known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year first above written.

My commission expires:  
9/5/2015

David Michael Robinson  
Notary Public





VICINITY MAP  
N.T.S.

**EXHIBIT A**  
LEANDER SMITH SURVEY, A-827  
VAN ZANDT COUNTY, TEXAS



Scale: 1" = 200'



TXVA0135.00  
ARCH A. BEASLEY, JR.  
111.27 ACRES  
DOC. NO. 00017457  
VOL. 2023, PG. 489  
VOL. 775, PG. 711  
VOL. 870, PG. 186

FND. 60D NAIL

N 04°45'57" W  
37.27'

P.O.B.

SEE DETAIL "A"

**MARK C. HANNAN AND  
SPOUSE, LAURIE L. HANNAN**  
TXVA0136.00  
72.41 ACRES  
DOC. NO. 2008-003581

T. M. FARLEY SURVEY  
A-278

6 PROPOSED  
50' EASEMENT

S 41°38'57" E  
828.72'

LEANDER SMITH SURVEY  
A-827

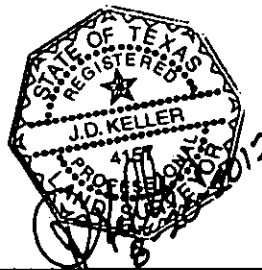
S 42°28'55" E  
88.71'

S 87°48'32" W 571.05'

TERMINAL  
POINT

FND. 1/2" I.R.

TXVA0137.00  
BENNA LEE GARRETT  
10.00 ACRES  
VOL. 1274, PG. 187





J.D. KELLER  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 4157

TOTAL LENGTH: 917.43 FEET = 55.80 RODS

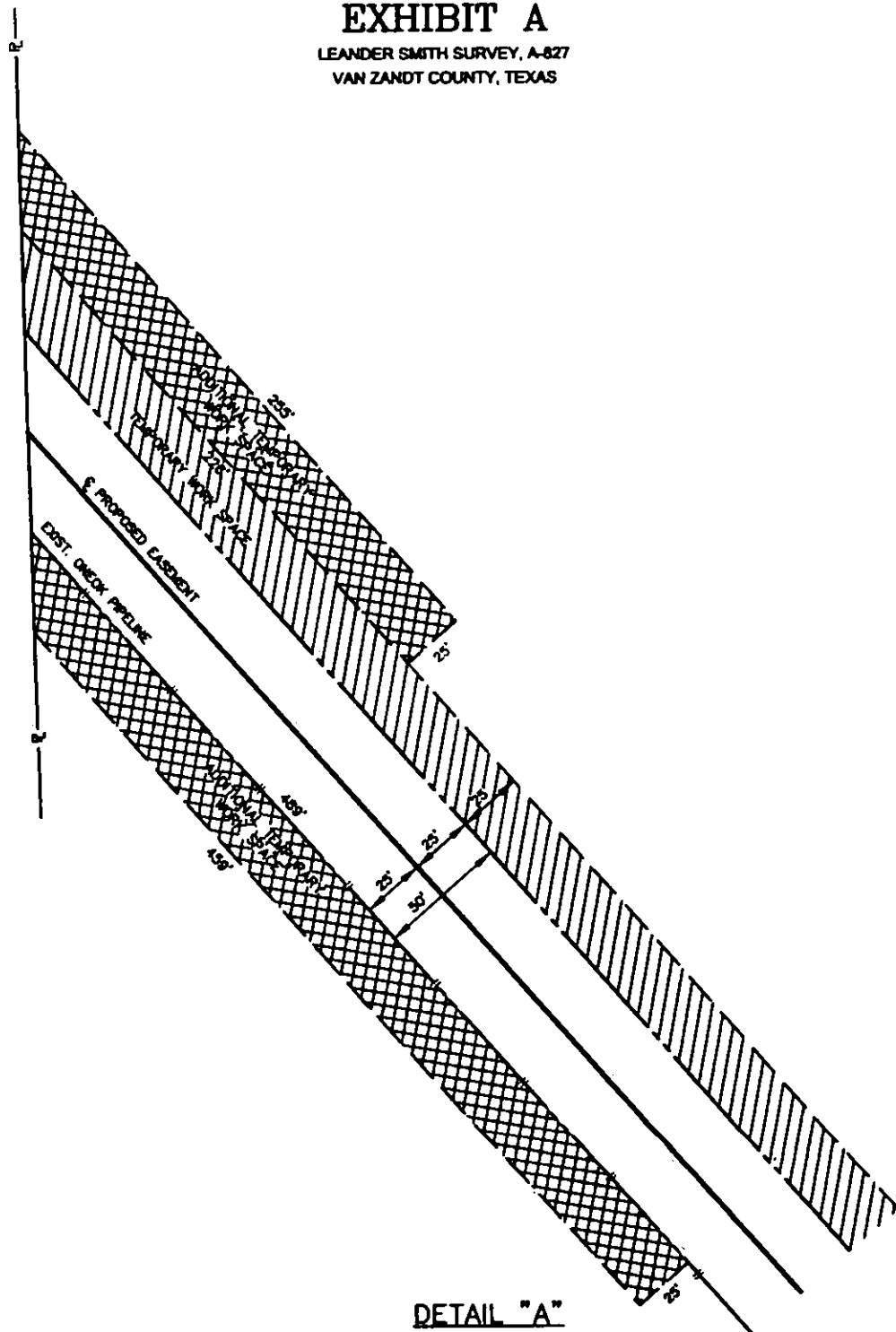
-  PERMANENT EASEMENT (1.05 AC.)
-  TEMPORARY WORK SPACE (0.57 AC.)
-  ADDITIONAL TEMPORARY WORK SPACE (0.41 AC.)

NOTES:  
1. BEARINGS BASED ON UTM ZONE 14, NAD 83, DERIVED FROM GPS OBSERVATIONS.  
2. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS, ENCUMBRANCES, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.  
3. UNITS ARE U.S. SURVEY FEET.  
4. THIS IS AN EASEMENT DRAWING AND IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.  
5. INFORMATION DEPICTED HEREON IS BASED ON A SURVEY FOR THE DETERMINATION OF: ESTABLISHING A BASELINE FOR MAPPING, PARTICULAR TOPOGRAPHIC FEATURES, LOCATING NECESSARY PIPELINES FOR DESIGN AND EASEMENTS ACQUISITION.

 <b>ONEOK</b> STERLING III PIPELINE A DIVISION OF ONEOK ENERGY SERVICES		
<b>TXVA0136.00</b> <b>MARK C. HANNAN AND SPOUSE, LAURIE L. HANNAN</b>		
SCALE: 1" = 200'	DRAWN BY: VOT 08/16/12	REV. 2
 L.W. Survey Co. 4000 N. Loop West, Suite 100 Houston, TX 77044	<b>STERLING III PIPELINE</b> VAN ZANDT COUNTY, TEXAS	SHEET 1 of 2



# EXHIBIT A

LEANDER SMITH SURVEY, A-827  
VAN ZANDT COUNTY, TEXAS



DETAIL "A"  
N.T.S.

- NOTES:
1. BEARINGS BASED ON UTM ZONE 14, MAD 83, DERIVED FROM GPS OBSERVATIONS.
  2. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS, ENCUMBRANCES, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
  3. UNITS ARE U.S. SURVEY FEET.
  4. THIS IS AN EASEMENT DRAWING AND IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
  5. INFORMATION DEPICTED HEREON IS BASED ON A SURVEY FOR THE DETERMINATION OF: ESTABLISHING A BASELINE FOR MAPPING, PARTICULAR TOPOGRAPHIC FEATURES, LOCATING NECESSARY PIPELINES FOR DESIGN AND EASEMENTS ACQUISITION.

 <b>ONEOK</b> <small>STERLING III PIPELINE A MEMBERSHIP OF ONEOK PARTNERS</small>		
<b>TXVA0136.00</b> <b>MARK C. HANNAN AND SPOUSE, LAURIE L. HANNAN</b>		
SCALE: N.T.S.	DRAWN BY: VCT 08/10/12	REV. 2
 <small>A.W. Survey Co. DARRYL H. BERRY, Registered Surveyor W. Office 300 Houston, TX 77004</small>	<b>STERLING III PIPELINE</b> VAN ZANDT COUNTY, TEXAS	SHEET <b>2 of 2</b>

# EXHIBIT A

W. McWILLIAMS SURVEY, A-544, L. H. THOMPSON SURVEY, A-859 AND  
T. CAYCE SURVEY, A-137  
VAN ZANDT COUNTY, TEXAS

W. McWILLIAMS SURVEY  
A-544

TXVA0142.00  
RUBY WEST, WIFE OF  
DARRELL WEST, AS  
HER SEPERATE  
PROPERTY  
98.53 ACRES  
VOL. 1781, PG. 58  
FND. 1/2" LR.

N 08°31'00" E  
423.10'

P.O.B.

SEE DETAIL 'A'

L. H. THOMPSON SURVEY  
A-859

MARK C. HANNAN AND SPOUSE,  
LAURIE L. HANNAN

TXVA0143.00  
118.142 ACRES  
VOL. 1494, PG. 855

PROPOSED  
50' EASEMENT

S 61°32'51" E 1,895.78'

SEE DETAIL 'B'

T. CAYCE SURVEY  
A-137

TXVA0144.00  
MARK HANNAN AND WIFE,  
LAURIE HANNAN  
37.468 ACRES  
VOL. 1549, PG. 647

FND. 1" LR.

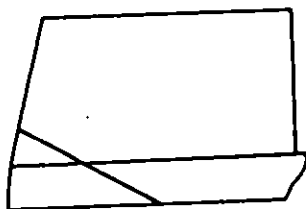
N 70°21'01" E  
7,573.52'

TERMINAL  
POINT

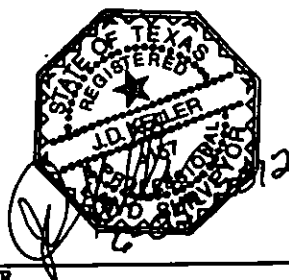
TXVA0145.00  
MARK C. HANNAN  
81.90 ACRES  
DOC. NO. 2009-001501



Scale: 1" = 300'



VICINITY MAP  
N.T.S.



J.D. KELLER  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 4157

TOTAL LENGTH: 1,895.78 FEET = 114.90 RODS

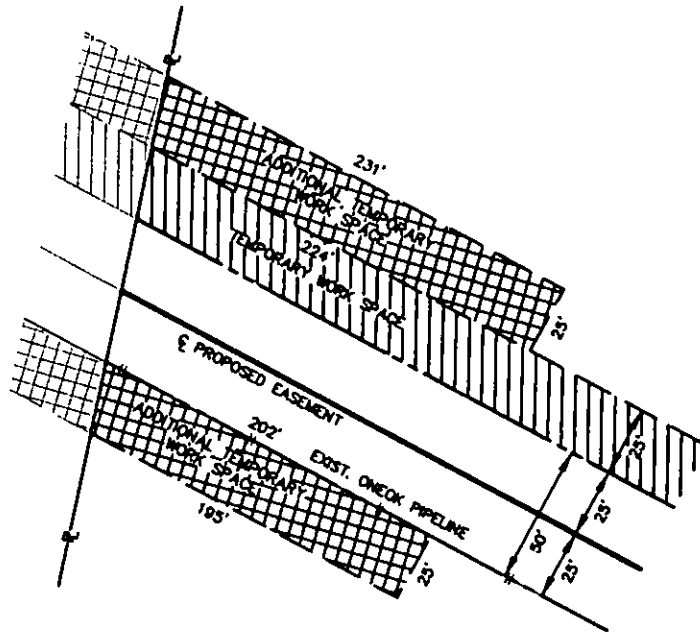
- PERMANENT EASEMENT (2.18 AC.)
- TEMPORARY WORK SPACE (1.13 AC.)
- ADDITIONAL TEMPORARY WORK SPACE (0.35 AC.)

NOTES:  
1. BEARINGS BASED ON UTM ZONE 14, MAD 83, DERIVED FROM GPS OBSERVATIONS.  
2. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS, ENCUMBRANCES, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.  
3. UNITS ARE U.S. SURVEY FEET.  
4. THIS IS AN EASEMENT DRAWING AND IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.  
5. INFORMATION DEPICTED HEREON IS BASED ON A SURVEY FOR THE DETERMINATION OF: ESTABLISHING A BASELINE FOR MAPPING, PARTICULAR TOPOGRAPHIC FEATURES, LOCATING NECESSARY PIPELINES FOR DESIGN AND EASEMENTS ACQUISITION.

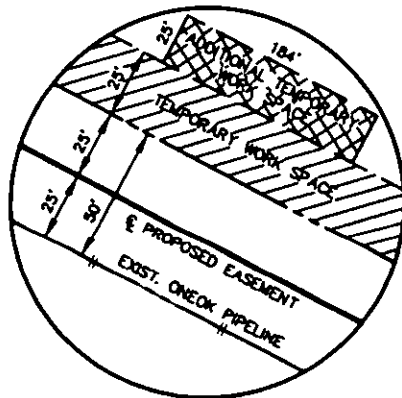
<p>STERLING III PIPELINE A SUBSIDIARY OF ONEOK ENERGY SERVICES</p>			
<p>TXVA0143.00 AND TXVA0144.00 MARK C. HANNAN AND SPOUSE, LAURIE L. HANNAN</p>			
SCALE: 1" = 300'	DRAWN BY: MM (5/24/12)	REV. 1	
<p>L.W. SURVEY COMPANY 4808 N. SAN HOUSTON PKWY W., SUITE 800 HOUSTON, TX 77054</p>		<p>STERLING III PIPELINE VAN ZANDT COUNTY, TEXAS</p>	<p>SHEET 1 of 2</p>

# EXHIBIT A

W. McWILLIAMS SURVEY, A-544, L. H. THOMPSON SURVEY, A-859 AND  
T. CAYCE SURVEY, A-137  
VAN ZANDT COUNTY, TEXAS



**DETAIL "A"**  
N.T.S.



**DETAIL "B"**  
N.T.S.

- NOTES:
1. BEARINGS BASED ON UTM ZONE 14, NAD 83, DERIVED FROM GPS OBSERVATIONS.
  2. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS, ENCUMBRANCES, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
  3. UNITS ARE U.S. SURVEY FEET.
  4. THIS IS AN EASEMENT DRAWING AND IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
  5. INFORMATION DEPICTED HEREON IS BASED ON A SURVEY FOR THE DETERMINATION OF: ESTABLISHING A BASELINE FOR MAPPING, PARTICULAR TOPOGRAPHIC FEATURES, LOCATING NECESSARY PIPELINES FOR DESIGN AND EASEMENTS ACQUISITION.



TXVA0143.00 AND TXVA0144.00  
MARK C. HANNAN AND SPOUSE, LAURIE L. HANNAN

SCALE: N.T.S.      DRAWN BY: MM    05/04/12      REV. 1



L.H. SURVEY COMPANY  
8400 H. BAY HOLIDAY DRIVE W., SUITE 100  
HOUSTON, TX 77064

STERLING III PIPELINE  
VAN ZANDT COUNTY, TEXAS

SHEET  
2 of 2

# EXHIBIT A

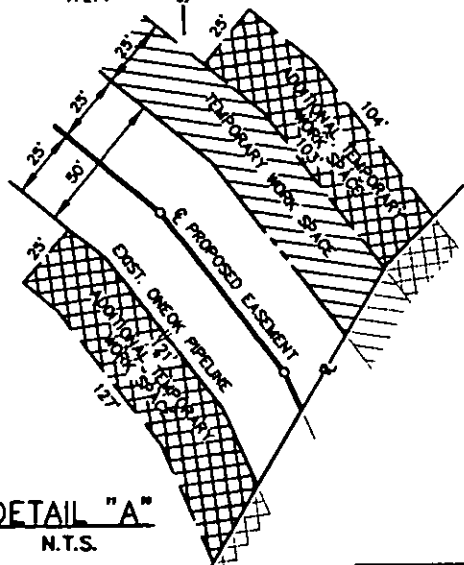
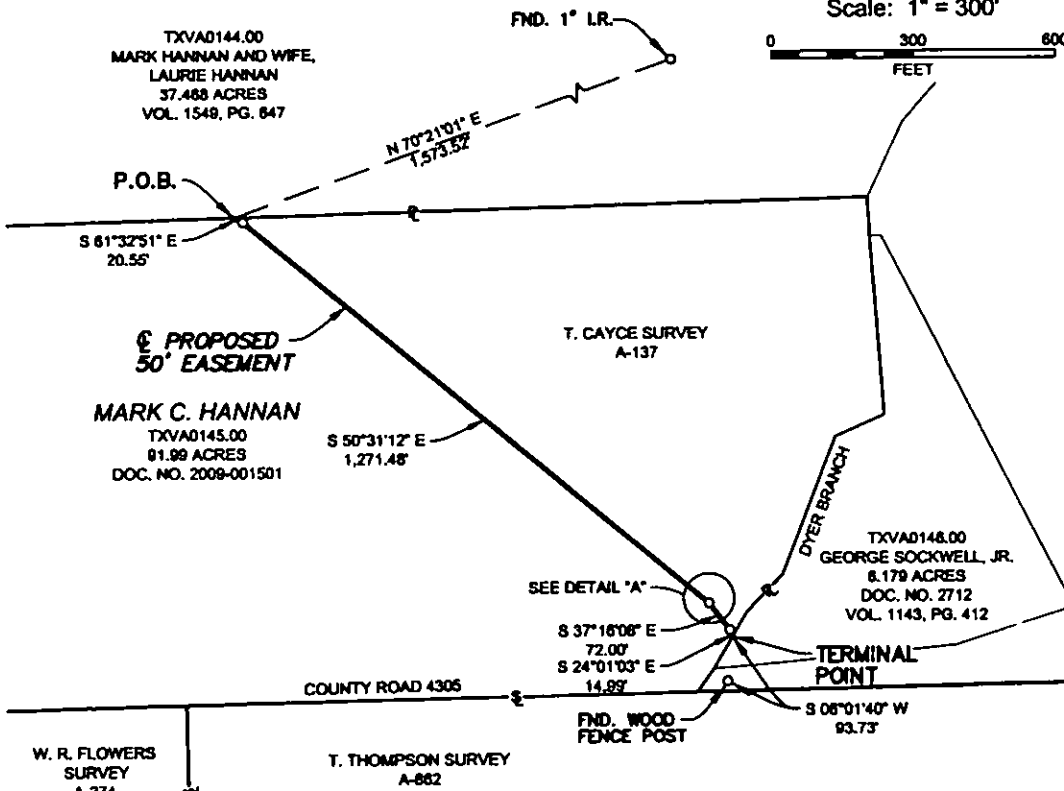
T. CAYCE SURVEY, A-137  
VAN ZANDT COUNTY, TEXAS



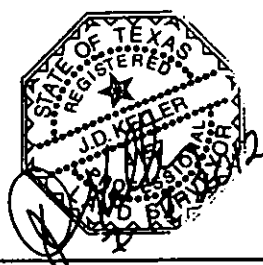
VIGNITY MAP  
N.T.S.



Scale: 1" = 300'



DETAIL "A"  
N.T.S.



J. D. KELLER  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 4157

TOTAL LENGTH: 1,379.03 FEET = 83.58 RODS  
 PERMANENT EASEMENT (1.58 AC.)  
 TEMPORARY WORK SPACE (0.78 AC.)  
 ADDITIONAL TEMPORARY WORK SPACE (0.13 AC.)

- NOTES:
1. BEARINGS BASED ON UTM ZONE 14, MAD 83, DERIVED FROM GPS OBSERVATIONS.
  2. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS, ENCUMBRANCES, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
  3. UNITS ARE U.S. SURVEY FEET.
  4. THIS IS AN EASEMENT DRAWING AND IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
  5. INFORMATION DEPICTED HEREON IS BASED ON A SURVEY FOR THE DETERMINATION OF: ESTABLISHING A BASELINE FOR MAPPING; PARTICULAR TOPOGRAPHIC FEATURES; LOCATING NECESSARY PIPELINES FOR DESIGN AND EASEMENTS ACQUISITION.

<p>STERLING III PIPELINE A DIVISION OF ONEOK PARTNERS</p>		
<p>TXVA0145.00 MARK C. HANNAN</p>		
SCALE: 1" = 300'	DRAWN BY: MM 07/1/12	REV. 1
<p>L.W. Stearns Co. 4400 N. Loop West, Suite 100 Houston, TX 77064</p>		<p>STERLING III PIPELINE VAN ZANDT COUNTY, TEXAS</p>
		<p>SHEET 1 of 1</p>

**Exhibit B****TXVA0136.00****Tax ID # R000019398:**

A tract of land containing 72.41 acres, more or less, in Abstract No. 827, Leander Smith Survey, Van Zandt County, Texas. See RR Document No. 2008-003581 for full metes and bounds description.

**TXVA0143.00****Tax ID # R000019513:**

A tract of land containing 116.142 acres, more or less, in Abstract No. 544, W. McWilliams Survey and Abstract No. 859, L.H. Thompson Survey, Van Zandt County, Texas. See DR Volume 1494, Page 855 for full metes and bounds description.

**TXVA0144.00****Tax ID # R000018352:**

A tract of land containing 37.468 acres, more or less, in Abstract No. 137 of the T. Cayce Survey, Van Zandt County, Texas. See DR Volume 1549, Page 647 for full metes and bounds description.

**TXVA0145.00****Tax ID # R000018351:**

A tract of land containing 91.99 acres, more or less, in the T. Cayce Survey, Abstract No. 137. See Instrument No. 2009-001501 for full metes and bounds description.



## **Exhibit C**

### **Addendum**

Grantor and Grantee also agree to the following provisions:

1. Grantee agrees to protect, indemnify, and hold harmless Grantor for any claims, damages, and/or liabilities, including but not limited to claims for damage to property and personal injury (including bodily injury and death), to the extent arising out of Grantee's negligent acts or omissions, intentional misconduct, or illegal acts, in the construction, operation, maintenance, and removal of Grantee's pipeline.
2. Except for force majeure, if Grantee or any of its successors or assigns fails to use or maintain the Pipeline for a continuous period of two (2) years, the cessation will be deemed to be an abandonment of all of the rights conveyed hereunder and will automatically cause all of the rights conveyed by the Grantor as to the Easement to revert to the Grantor or its heirs, successors and assigns without further action on the Grantor's part.
3. Existing roads will be used as part of the easement provided that Grantee is responsible for maintenance to ensure its activities leave the existing roads in as good as or better condition than that existing prior to Grantee's use thereof. If any temporary road is built, after completion of the pipeline, land shall be returned to pre-construction condition.
4. Except for vent pipes, pipeline markers and test leads at public roads, fence lines and waterways or as required by applicable laws, rules and/or regulations, Grantee shall not install any above ground appurtenances on the property.
5. This Addendum shall govern in the event of any conflict between the Addendum and the other provisions in this Agreement.
6. Any and all trenching and/or movement of existing soils shall be accomplished by trenching all areas twice, one to a depth of eighteen inches, then to the appropriate depth. Grantee shall ensure that any soil trenched or moved shall be replaced with a minimum of eighteen inches of topsoil upon the completion of such trenching.
7. Grantee shall not disturb or interfere with any creeks, ponds, streams, or other waterways on the property. If necessary, Grantee shall take all actions necessary to move the Easement to a location that will not disturb such waterways.

Document No. 2018-007911

RIGHT OF WAY EASEMENT

Parties: CRUSE HARRY

to

TRINITY VALLEY ELECTRIC COOPERATIVE

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FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

On: 09/06/2018 at 10:13 AM

Document Number: 2018-007911

Receipt No.: 2018103437

Amount: \$ 30.00

By: Inichols  
Pamela Pearman, County Clerk  
Van Zandt County, Texas

3 Pages

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



STATE OF TEXAS  
COUNTY OF VAN ZANDT

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded under the Document Number stamped hereon of the Official Public Records of Van Zandt County.

Pamela Pearman, County Clerk

---

Record and Return To:

TRINITY VALLEY ELECTRIC COOPERATIVE  
PO BOX 888

KAUFMAN, TX 75142



RIGHT OF WAY EASEMENT

Know All Men By These Presents, that we, the undersigned, (whether one or more),

HARRY CRUSE

for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto NEW ERA ELECTRIC COOPERATIVE, INC., a cooperative corporation, whose post office address is Athens, Texas, and to its successors and assigns, the right to enter upon the lands of the undersigned, situated in the County of Van Zandt, State of Texas, and more particularly described as follows:

A tract of land approximately 216 acres in area, situated on the L. Thompson A-859 Survey, in said county, and located approximately 3.5 miles from the town of Walton, and bounded by land owned by Blacks on North, Sockwells on East, Hebbs Est. on South, and FM 1861 on West.

Said land being more fully described in a \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_, recorded in Vol. \_\_\_\_\_, page \_\_\_\_\_ of the \_\_\_\_\_ Records of said county, to which reference is hereby made for a more detailed description,

and to construct, re-construct, relocate, rephase, repair, remove, patrol, operate and maintain on the above described lands and/or upon all streets, roads or highways abutting said lands, electric transmission and/or distribution lines or systems; to cut down and trim trees and shrubbery to the extent, in the sole judgment of the Cooperative, necessary to keep them clear of said electric lines or systems, and to cut down from time to time all dead, weak, leaning or dangerous trees that are, in the sole judgment of the Cooperative, tall enough to strike the wires in falling.

The undersigned agree that the rights herein granted are severable and may be assigned in whole or in part, and that all poles, wires, equipment and other facilities, installed on the above described lands at the Cooperative's expense, shall remain the property of the Cooperative, removable at the option of the Cooperative, upon termination of service to, on, or over said lands.

The undersigned covenant that they are the owners of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever kind, except those held by the following:

\_\_\_\_\_

EXECUTED by the undersigned, this 24 day of June, 1992.

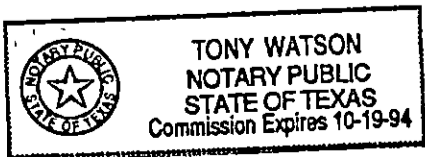
Harry B Cruse  
Lucille W. Cruse

THE STATE OF TEXAS  
COUNTY OF Henderson

Before me, the undersigned authority, on this day personally appeared Harry Cruse and Lucille Cruse, known to me to be the person s whose name 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 24 day of June, 1992.

Tony Watson  
Notary Public in and for Henderson County, Texas



Approved:

Trinity Valley Electric Cooperative, Inc.

By: *Timothy W. Craig*  
Timothy W. Craig, Manager of Engineering

The State Of Texas  
County of Van Zandt

Before me, the undersigned authority, on this day personally appeared Timothy W. Craig, Manager of Engineering of Trinity Valley Electric Cooperative, Inc., a corporation, 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, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this 27<sup>th</sup> day of Aug, 2018

*Jerry G. Williams Jr.*

Notary Public, State of Texas

Notary's name printed:

Jerry G. Williams Jr.

My commission expires: 01-30-2021

