

Cover page for:

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

Preliminary title insurance schedules prepared by:

Lone Star Abstract & Title Co., Inc.

(File Number: 500399-SLN)

Auction Tract 1
(Ward County, Indiana)

For November 13, 2025 auction to be conducted by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

Bob and Jackie Realty, LLC

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

COMMITMENT FOR TITLE INSURANCE T-7

ISSUED BY TITLE RESOURCES GUARANTY COMPANY

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

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

Lone Star Abstract & Title Co., Inc.
600 North Loraine Street
Midland, TX 79701
T: (432) 683-1818
F: (432) 683-2217
License #: 1876753

Countersigned:



Jack W. Campbell, License #: 1888351
Authorized Signatory

CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment, that is not shown in Schedule B, you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.
2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements, or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.

COMMITMENT FOR TITLE INSURANCE TEXAS TITLE INSURANCE INFORMATION (Form T-7)

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 for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

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

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

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

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

EXCEPTIONS are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.

EXCLUSIONS are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

CONDITIONS are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 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 parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

SIGNATURE

Lone Star Abstract & Title Co., Inc.
NAME OF TITLE AGENT

DATE

500399-SLN
FILE NUMBER

TEXAS CONSUMER NOTICE

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance Company. If you don't, you may lose your right to appeal.

Title Resources Guaranty Company

To get information or file a complaint with your insurance company:

Toll-free: 800-526-8018

Email: claims@titleresources.com
Mail: Title Resources Guaranty Company
Attention: Claims
8111 LBJ Freeway, Suite 1200
Dallas, TX 75251

The Texas Department of Insurance

To get help with an insurance question, or file a complaint with the state:

Call with a question: 1-800-252-3439
Online: www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov
Mail: Consumer Protection, MC: CO-CP, Texas
Department of Insurance, P.O. Box 12030, Austin, TX
78711-2030

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros. Se no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través de proceso de quejas o apelaciones de su compañía de seguros. So no lo hace, podría perder su derecho para apelar.

Title Resources Guaranty Company

Para obtener información o para presentar una queja ante su compañía de seguros:

Teléfono gratuito: 800-526-8018

Correo electrónico: claims@titleresources.com
Dirección postal: Title Resources Guaranty Company
Attention: Claims
8111 LBJ Freeway, Suite 1200
Dallas, TX 75251

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame: 1-800-252-3439
En línea: www.tdi.texas.gov
Correo electrónico:
ConsumerProtection@tdi.texas.gov
Dirección postal: Consumer Protection, MC: CO-CP,
Texas Department of Insurance, P.O. Box 12030,
Austin, TX 78711-2030

Title Resources Guaranty Company

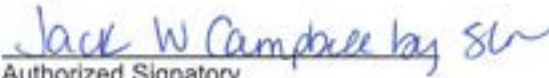
SCHEDULE A

Effective Date: 09/26/2025 at 8:00 AM
Commitment No.500399-SLN, issued 31st day of October, 2025

GF No.: 500399-SLN

1. Policy or Policies to be issued:
 - 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: To Be Determined
 - b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
--ONE-TO-FOUR FAMILY RESIDENCES (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)
Policy Amount: \$
PROPOSED INSURED:
Proposed Borrower:
 - f. OTHER
Policy Amount: \$
PROPOSED INSURED:
2. The interest in the land covered by this Commitment is:
fee simple
3. Record title to the land on the Effective Date appears to be vested in:
Bob and Jackie Realty, LLC
4. Legal Description of Land:
Please see Exhibit A attached hereto and made a part hereof.

Countersigned:


Authorized Signatory
Jack W. Campbell, License #: 1888331
Lone Star Abstract & Title Co., Inc., 1876753

Title Resources Guaranty 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:

Intentionally 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 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 2026 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. All visible and apparent easements and all underground easements, the existence of which may arise by unrecorded grant or by use. (Owner's Title Policy)
- b. Rights of parties in possession. (Owner's Title Policy)
- c. Any and all unrecorded leaseholds, rights of vendors and holders of security interests on personal property installed upon the property by tenants, and rights of tenants to remove trade fixtures at the expiration of the term of leases.
- d. Portion of the property that may lie within any roadway.
- e. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.
- f. All leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the land, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the land that are not listed.
- g. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interests that are not listed.
- h. All fence locations.
- i. Easements or rights-of-way specially affecting the property as follows:
 - (1) Easement to Texas Electric Service Company recorded in Volume 172, Page 468; Volume 182, Page 383; Volume 230, Page 181; Volume 201, Page 405; Volume 230, Page 182; Volume 230, Page 184; Volume 264, Page 157; Volume 517, Page 767, Deed Records of Ward County, Texas.
 - (2) Easement to Southwest Sandhills Water Supply Corporation recorded in Volume 678, Page 324, Official Records of Ward County, Texas.
- j. The Property is a part of a larger tract or tract that is subject to blanket or unlocated easements or rights-of-way. These will be described on Schedule B of any policy to be issued unless we are provided a survey and verification from the surveyor that the following blanket or unlocated easements or rights-of-way do not cross or touch the Property:
 - (1) (Sections 70 and 71) Easement to Texas Electric Service Company recorded in Volume 125, Page 125. Deed Records of Ward County, Texas.
 - (2) (Section 71) Easement to Cabot Carbon Company recorded in Volume 128, Page 501, Deed Records of Ward County, Texas.
 - (3) (Section 63) Easement to the State of Texas recorded in Volume 158, Page 517, Deed Records of Ward County, Texas.
 - (4) (Section 63) Easement to Texas Electric Service Company recorded in Volume 195, Page 47, and Volume 451, Page 493, Deed Records of Ward County, Texas.
 - (5) (Section 70) Easement to Texas Electric Service Company recorded in Volume 195, Page 48; Volume 195, Page 50; Volume 326, Page 421; Volume 306, Page 285, Deed Records of Ward County, Texas.
 - (6) (Sections 70 and 71) Easement to Magnolia Pipe Line Company recorded in Volume 270, Page 371, Deed Records of Ward County, Texas.
 - (7) (Section 71) Easement to Warren Petroleum Corporation recorded in Volume 251, Page 463, and Volume 256, Page 63, Deed Records of Ward County, Texas.

Title Resources Guaranty 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. 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 September 26, 1988 the State Board of Insurance (k/n/a Texas Department of Insurance) adopted procedural Rule P-27 (as amended) which requires that "Good Funds" be received and deposited before a Title Agent may disburse from its trust (escrow) fund account.
"Good Funds" mean:
 - i. Cash or wire transfers;
 - ii. Cashier's check. For purposes of this Rule, a cashier's check is defined to mean a check that is (1) drawn on a financial institution; (2) signed by an officer or employee of the financial institution on behalf of the financial institution as drawer; (3) a direct obligation of the financial institution; and (4) provided to a customer of the financial institution or acquired from the financial institution for remittance purposes.
 - iii. Certified check. For purposes of this Rule, a certified check is defined to mean a check with respect to which the drawee financial institution certifies by signature on the check of an officer or other authorized employee of the financial institution that: (1) the signature of the drawer on the check is genuine; (2) the financial institution has set aside funds that are equal to the amount of the check and will be used to pay the check; or (3) the financial institution will pay the check upon presentment.
 - iv. Teller's check. For purposes of this Rule, a teller's check is defined to mean a check (1) provided to a customer of a financial institution or acquired from a financial institution for remittance purposes, (2) that is drawn by the financial institution, and (3) is drawn on another financial institution or payable through or at a financial institution.
 - v. Any other instrument that has been determined by the Board of Governors of the Federal Reserve System to be the functional equivalent of a cashier's, certified or teller's check.
 - vi. Uncertified funds in amounts less than \$1,500, including checks, traveler's checks, money orders, and negotiable orders of withdrawal; provided multiple items shall not be used to avoid the \$1,500 limitation;
 - vii. Uncertified funds in amounts of \$1,500 or more, drafts, and any other items when collected by the financial institution;
 - viii. State of Texas Warrants;

- ix. United States Treasury Checks;
 - x. Checks drawn on an insured financial institution and for which a transaction code has been issued pursuant to, and in compliance with, a fully executed Immediately Available Funds Procedure Agreement (Form T-37) with such financial institution;
 - xi. Checks by city and county governments located in the State of Texas.
6. The tax certificate furnished by the taxing authorities is on real estate only; it does not include mineral or personal property. Therefore, no liability is assumed herein for the payment of said mineral and/or personal property taxes.
 7. If Lone Star Abstract is asked to issue an Owner's Title Policy, we will require a properly executed Waiver of Inspection as to Title Insuring Issues signed by the Purchasers of this transaction.
 8. We will require a properly executed and notarized Affidavit as to Debts and Liens signed by the party(ies) in title.
 9. Secure the following from Bob & Jackie Realty, LLC, executed by its operating manager under authorization of a duly adopted resolution of its Members, as required by Section 21.455 et seq of the Texas Business Organizations Code: (a) a resolution authorizing the proposed transaction and establishing the authority of the individual(s) and title(s) that will be signing on behalf of the limited liability company; (b) a copy of the Certificate of Organization issued by the Texas Secretary of State; (c) a copy of Company Regulations or Operating Agreement; (d) a Certificate of incumbency stating the names of all the limited liability company including managers and officers or members if entity is member managed; and (e) the Franchise Tax Account Status page from the Texas Comptroller's Office, showing the right to transact business in Texas as "Active".
 10. Company requires that notary seals contained in any document executed on or after January 1, 2016, must include the notary's identification number as required by Texas Government Code Section 406.013 when the notary public is either (1) a new notary appointee or (2) an existing notary appointee whose appointment has been renewed on or after January 1, 2016.
 11. This transaction may be subject to the FinCEN Residential Real Estate Reporting Rule ("RRE Rule") issued pursuant to the Bank Secrecy Act, effective December 1, 2025. Information necessary to comply with the RRE Rule must be obtained and provided to the Reporting Person, as defined in the RRE Rule, prior to closing.
 12. FOR INFORMATION PURPOSES ONLY: Company has performed a twenty-four (24) month deed search on the subject property and finds the following conveyances of record: (a) Warranty Deed executed by Bobby Lee Koricanek, individually, Jackie Ray Simpson, Jr, individually and Marvin Matt Turner, individually to Bob & Jackie Realty, LLC, dated September 22, 2025, and recorded on September 30, 2025, in Document Number 2025-3613, Official Records of Ward County, Texas.

By: Jack W Campbell by Sr
Authorized Signatory

Title Resources Guaranty Company

SCHEDULE D

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, **Title Resources Guaranty Company**, is a corporation whose shareholders owning or controlling, directly or indirectly, 10% or more of said corporation, directors, and officers are listed below:

Shareholders:

RE Closing Buyer Corp.

Directors:

Donald J. Casey; Alan Colberg; Matthew Kabaker; Kevin Mahony; J. Scott McCall; Kevin R. Wall; Virginia Suliman; Ajay Waghray, Charles Chacko, John Harrell

Officers:

Kevin R. Wall -President/CEO; Owen E. Girard-Secretary; Peter Prygelski-Treasurer/Chief Financial Officer

2. The following disclosures are made by the Title Insurance Agent **Lone Star Abstract & Title Co., Inc.** issuing this Commitment:

- (a) A listing of each shareholder, owner, partner, or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium is as follows: **Jack W. Campbell**
- (b) A listing of each shareholder, owner, partner, or other person having, owning or controlling 10 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 is 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 are as follows:
Jack W. Campbell
Joseph W. Campbell, Jr.: Executive Vice President, Rachel Evans: Senior Vice President, Troy Campbell: Corporate Secretary, Debora Blackaller: Vice President, Sherry Nock: Vice President, Geoffrey Ortiz: Vice President
- (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 is disclosed in paragraph 3.
- (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.

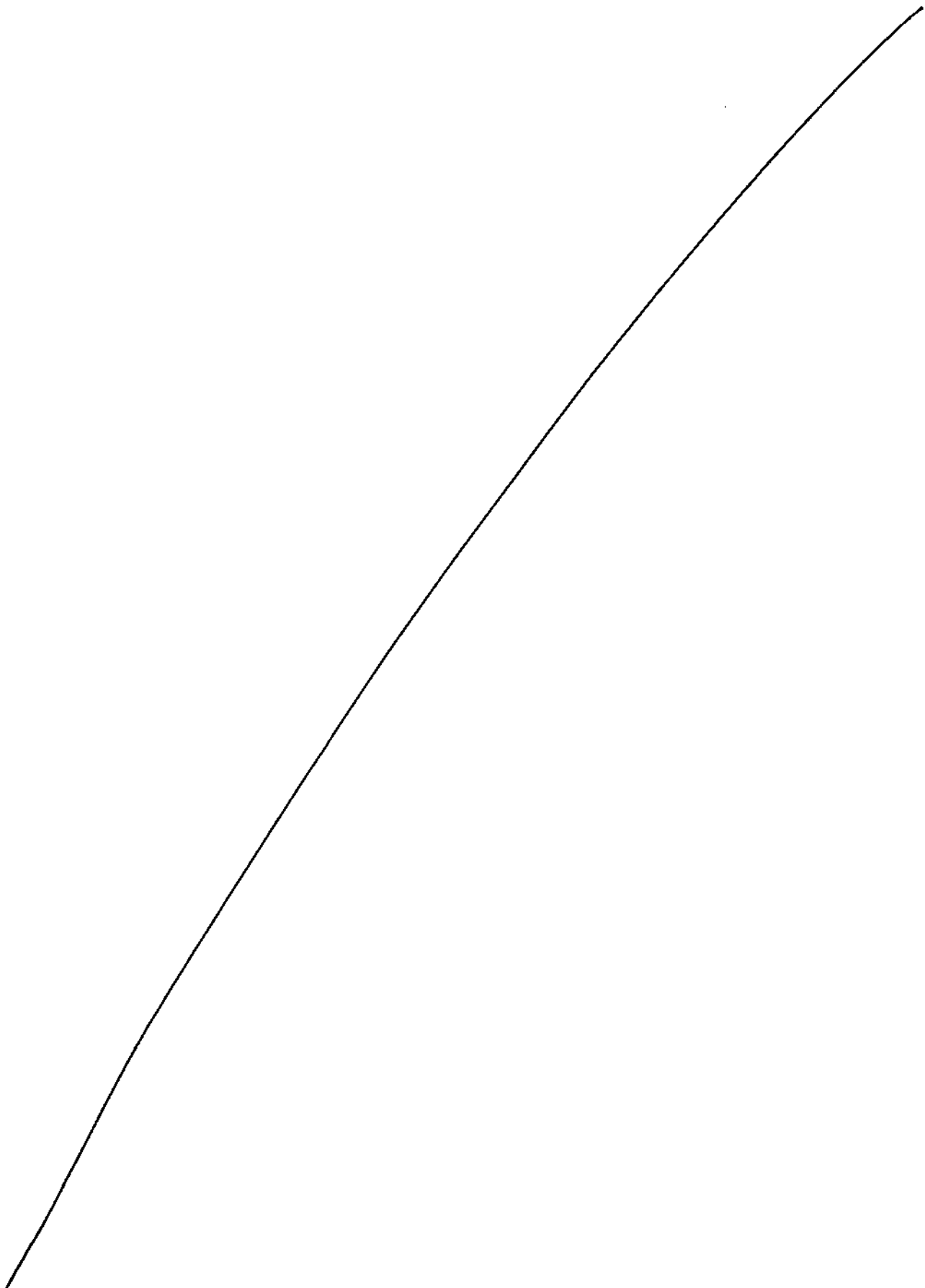
You are further advised that the estimated title premium* is:

Owner's Policy	\$328.00
Loan Policy	\$0.00
Endorsement Charges	\$0.00
Other	\$
Total	\$328.00

Of this amount: \$49.20 (or 15%) will be paid to the policy issuing Title Insurance Company; \$139.40 (or 85 %) will be retained by the Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

AMOUNT	TO WHOM	FOR SERVICES
50% _____ (or %)	Permian Abstract Company	Closing _____

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



**EXHIBIT A
LEGAL DESCRIPTION**

Being a 43.74 acre, more or less, tract of land out of Sections 62, 63, 70, and 71, Block N, G&MMB&A RR Co. Survey, Ward County, Texas, SAVE AND EXCEPT a 18.345 acre, more or less, tract of land out of Section 62 and 71, Block N, G&MMB&A RR Co. Survey, Ward County, Texas, said 43.74 acre tract and 18.345 acre tract being more particularly described by metes and bounds as follows:

43.74 Acre Tract:

BEGINNING at a 1/2" iron pin set by a 4" pipe fence corner post in the West line of State Highway No. 18 (aka South Stockton Highway) for a southerly Northeast corner of this tract and the Northeast corner of said Tract 9 and from whence the common corner of said Section 62, 63, 70, and 71 bears S. 73° 54' W. 639.6 feet and N. 16° 30' W. 103.0 feet (no corner found described from deed calls);

THENCE S. 5° 15' W. 726.9 feet with the East line of Tract 9 and the West line of State Highway No. 18 to a 1/2" iron pin set with cap for the Southeast corner of this tract and the Southeast corner of Tract 9 and from whence a concrete highway monument bears S. 5° 15' W. 290.66 feet;

THENCE S. 73° 54' 23" W. 946.7 feet with the South line of Tract 9 to a 1/2" iron pin set with cap for the Southwest corner of Tract 9, an interior corner of this tract and being in the East line of Tract 6;

THENCE S. 16° 10' 17" E. 4.74 feet to a 1/2" iron pin set with cap for an exterior corner of this tract and the Southeast corner of Tract 6;

THENCE S. 73° 46' 29" W. 100.0 feet with the South line of Tract 6 to a 1/2" iron pin set with cap for the South corner of this tract and the South corner of Tract 6 and the East corner of the remainder of a 11.18 acre tract described in Volume 431, Page 514, Deed Records of Ward County, Texas;

THENCE N. 16° 10' 17" W. 679.0 feet with the West line of Tract 6 to a 1/2" iron pin found with cap in the South line of Tract 5 for an interior corner of this tract;

THENCE S. 73° 46' 29" W. 333.2 feet with the South line of Tract 5 and North line of the 11.18 acre tract to a 4" pipe fence corner post for a northerly Southwest corner of this tract and an interior corner of the 11.18 acre tract;

THENCE N. 16° 13' 31" W. 103.0 feet with the West line of Tract 5 to a 1/2" iron pin set with cap for the Northwest corner of Tract 5 and an exterior corner of this tract;

THENCE N. 73° 54' E. 9.43 feet to a 1/2" iron pin set with cap for an interior corner of this tract and the Southwest corner of Tract 2;

THENCE N. 16° 23' 06" W. 1423.79 feet with the East line of Veronica Street to a 1/2" iron pin set for the Northwest corner of this tract and the Southwest corner of a 1.377 acre tract described in Volume 633, Page 796, Deed Records of Ward County, Texas;

THENCE N. 73° 54' E. 424.0 feet to a 1/2" iron pin found for the North corner of this tract and the Southeast corner of said 1.377 acre tract and the North corner of Tract 2;

THENCE S. 16° 04' 55" E. 613.92 feet with the East line of Tract 2 to a 1/2" iron pin set by a 4" pipe fence corner post for an interior corner of this tract and the Northwest corner of Tract 3;

THENCE N. 73° 36' 35" E. 1141.62 feet with the North line of Tract 3 to a 1/2" iron pin set for the Northeast corner of Tract 3 and northerly corner of this tract and the Southwest corner of a 0.93 acre tract described in Volume 670, Page 62, Deed Records of Ward County, Texas;

THENCE S. 5° 15' W. 300.0 feet to a 1/2" iron pin set with cap in the North line of Tract 8 for an interior corner of this tract and the Southwest corner of a 0.93 acre tract described in Volume 379, Page 338, Deed Records of Ward County, Texas;

THENCE N. 73° 36' 35" E. 436.4 feet with the North line of Tract 8 and the South line of the 0.93 acre tract to a 1/2" iron

pin set with cap in the West line of State Highway No. 18 for the Northeast corner of Tract 8 and the Southeast corner of the 0.93 acre tract;

THENCE S. 5° 15' W. 21.48 feet with the West line of State Highway No. 18 to a 1/2" iron pin set with cap for the Southeast corner of Tract 8 and an exterior corner of this tract;

THENCE S. 73° 36' 35" W. 1227.57 feet with the South line of Tract 8 to a 1/2" iron pin set with cap in the East line of Tract 7 for an interior corner of this tract and the Southwest corner of Tract 8;

Thence S. 12° 52' 01" E. 612.58 feet with the East line of Tract 7 to a 1/2" iron pin set with cap in the North line of Tract 9 for an interior corner of this tract and the Southeast corner of Tract 7;

THENCE N. 73° 54' E. 1020.6 feet with the North line of Tract 9 to the POINT OF BEGINNING, and containing 43.74 acres of land, more or less.

18.345 Acre Tract:

BEGINNING at a 1/2" iron pin found by a 4" pipe fence corner post in the West line of State Highway No. 18 (aka South Stockton Highway) for the Northeast corner of this tract and from whence the common corner of said Section 62, 63, 70, and 71 bears S. 72° 20' 56" W. 639.6 feet and N. 17° 39' W. 103.0 feet (no corner found described from deed calls);

THENCE S. 3° 40' 07" W. 727.1 feet with the West line of State Highway No. 18 to a 1/2" iron pin found with cap for the Southeast corner of this tract and from whence a concrete highway monument bears S. 3°40' 07" W. 290.66 feet;

THENCE S. 72° 20' 28" W. 947.42 feet with the South line of said 43.74 acre tract to a 1/2" iron pin found with cap for an interior corner of this tract;

THENCE S. 17° 47' 38" E. 4.80 feet to a 1/2" iron pin found with cap for an exterior corner of this tract and the Southeast corner of Tract 6;

THENCE S. 72° 20' 20" W. 100.0 feet with the South line of Tract 6 to a 1/2" iron pin found with cap for the Southwest corner of this tract and the Southeast corner of a 11.18 acre tract described in Volume 431, Page 514, Deed Records of Ward County, Texas;

THENCE N. 17° 45' 22" W. 679.51 feet with a westerly line of the 43.74 acre tract to a 1/2" iron pin found with cap for the Northwest corner of this tract;

THENCE S. 72° 12' 10" W. 100.0 feet to a 4" pipe fence corner post for an interior corner of this tract;

THENCE N. 25° 31' 14" W. 2.76 feet to a 1/2" iron pin found with cap for an exterior corner of this tract;

THENCE N. 72° 25' 54" E. 191.03 feet to a 1/2" iron pin found with cap for an angle point of this tract;

THENCE N. 72° 20' 56" W. 1021.40 feet passing at 381 feet the East line of Section 71 to the POINT OF BEGINNING, and containing 18.345 acres of land, more or less.

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.

FACTS	WHAT DOES TITLE RESOURCES GUARANTY COMPANY DO WITH YOUR PERSONAL INFORMATION?	
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
What?	<p>The types of personal information we collect, and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and account balances • Payment history and credit card or other debt • Checking account information and wire transfer instructions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>	
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons TITLE RESOURCES GUARANTY COMPANY chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information	Does TITLE RESOURCES GUARANTY COMPANY share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes- to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes- information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes- information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share
Questions?	Go to https://www.trguw.com/privacypolicy	

Who we are	
Who is providing this notice?	TITLE RESOURCES GUARANTY COMPANY
What we do	
How does TITLE RESOURCES GUARANTY COMPANY protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does TITLE RESOURCES GUARANTY COMPANY collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • Apply for insurance or pay insurance premiums • Provide your mortgage information or show your driver's license <p>Give us your contact information</p> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes –information about your creditworthiness • Affiliates from using your information to market to you • Sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include companies that are owned in whole or in part by Anywhere Real Estate, Inc. (www.anywhere.re); Anywhere Integrated Services, LLC (www.anywhereis.re); HomeServices of America, Inc. (www.homeservices.com); Lennar Corporation (www.lennar.com); and OpenDoor Technologies Inc. (www.opendoor.com)</i>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • TITLE RESOURCES GUARANTY COMPANY does not share with nonaffiliates so they can market to you.
Joint Marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or service to you.</p> <ul style="list-style-type: none"> • TITLE RESOURCES GUARANTY COMPANY does not share with nonaffiliated financial companies for joint marketing purposes.
Other Important Information	
For European Union Customers	Please see our Privacy Policy located at https://www.trguw.com/privacypolicy
For our California Customers	Please see our notice about the California Consumer Protection Act located at https://www.trguw.com/privacypolicy

PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

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

Applicability

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

Types of Information

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

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

Use of Information

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

Links to Third Party Sites

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

Confidentiality and Security

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

AFFILIATED BUSINESS ARRANGEMENTS DISCLOSURE STATEMENT

NOTICE

GF# 500399-SLN

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

Property: 5118 South Veronica Street, Monahans, TX 79756

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

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

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

Tax Certificates \$25 plus tax per tax account

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

Document Preparation:

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

B. A. Raybon to Texas Electric Service Co.

EASEMENT AND RIGHT-OF-WAY

1126

THE STATE OF TEXAS
COUNTY OF WARD

KNOW ALL MEN BY THESE PRESENTS:

That I. B. A. RAYBON

of
County, Texas, for and in consideration of ONE & NO/100 Dollars
(1.00) to me (us) in hand paid by Texas Electric Service Company have granted, sold and conveyed and

by these presents do grant, sell and convey unto the said Company, an easement of right-of-way for an electric transmission and distributing line, consisting of variable numbers of wires, and all necessary or desirable appurtenances (including towers, H-frames or poles made of wood, metal or other materials, telephone and telegraph wire, props and guys), at or near the location and along the general course now located and staked out by said Company, over, across and upon the following described

lands located in WARD County, Texas, to-wit:

The center line of an electric distribution line to be located as follows:

BEGINNING at a point in the west boundary line of State Highway #82, which point is 600 feet north of the Southeast corner of the tract of land described below; thence in a westerly direction a distance of 1,000 feet, which point is 600 feet north of the South boundary line of said tract. The tract referred to being described as follows:

Being a tract of land out of Sections 63 and 70, Block "N", G&M&R&A Survey, Ward County, Texas, more fully described by metes and bounds as follows:

BEGINNING at a point in the West boundary line of State Highway #82, said point being 529 feet N. 16 deg. 30' W. and 928 feet N. 73 deg. 30' E. of Section corner, an iron pipe, common to Sections 63, 62, 70 and 71, Block "N", G&M&R&A Survey, this being the Southeast corner of this Survey, and lying in Section 63;

THENCE N. .05 deg. 15' E. 1075.6 feet along the West boundary line of State Highway #82, to a point in the Northeast corner of this Survey;

THENCE S. 73 deg. 30' W. 1894 feet at 1327 feet past the Section boundary common to Sections 63 and 70 to a point the northwest corner of this Survey;

THENCE S. 16 deg. 30' E. 1,000 feet to a point, the West corner of this Survey;

THENCE N. 73 deg. 30' E. 1500 feet at 572 feet past the Section boundary common to Sections 63 and 70 to the point of beginning, containing 39.0 acres of land, more or less.

THIS LAND CONSTITUTES NO PART OF A HOMESTEAD.

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

Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of inspecting, maintaining, constructing, reconstructing, and removing said line and appurtenances; the right to relocate along the same general direction of said line; the right to lease pole space to telephone or telegraph companies or governmental bodies for the purpose of permitting these parties to string wire or other desirable appurtenances on said line; the right to remove, or prevent the construction of, for a distance of 25 feet on each side of the actual center of said line, any or all buildings, structures or other obstructions which, in the sole judgment of the Company, may endanger or interfere with the efficiency, safety, and/or convenient operation of said line and its appurtenances; and the right to trim or cut down trees or shrubbery within, but not limited to, said 80-foot space, to the extent, in the sole judgment of the Company, as may be necessary to prevent possible interference with the operation of said line or to remove possible hazard thereto.

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

Not more than 0 towers 0 H-Frames 4 poles and 1 guys, shall be erected along the course of said line unless the said Company, its successors or assign, shall pay to me (us), my (our) heirs and legal representatives, at the rate of _____ Dollars (\$ _____) for each tower, H-frame, pole and guy erected in excess of said number, and upon such payment the said Company, its successors, or assigns, shall have the right and the right is hereby granted, to erect towers, H-frames, poles and guys along said course in excess 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 29th day of March 1955

Sealed and delivered in the presence of:

B. A. Raybon

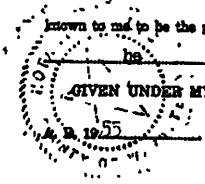
Neither the value of the rights herein conveyed nor the consideration paid therefor exceeds \$100.00.

APPROVED AS TO FORM
GANTLEY, HANGER, JOHNSON, SCARBOROUGH & GOOD
BY [Signature]

THE STATE OF TEXAS }
COUNTY OF WARD }

BEFORE ME, the undersigned authority _____, a Notary Public in and for
WARD County, Texas, on this day personally appeared B. A. Raybon

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 31st day of March

Miss J. R. White
Notary Public WARD County, Texas.

Monahans, Texas
March 29, 1955

Texas Electric Service Co.
Monahans, Texas

Gentlemen:

This is to ratify and confirm and to subordinate my rights to an easement in and upon the following described property:

A parcel of land lying and being situated in Ward County, Texas, described as follows:
Being a tract of land cut of Section 63, and Section 70, Block "N", GAMBRA Survey, Ward County, Texas, more fully described as follows: BEGINNING at a point in the West boundary line of State Highway #82, said point being 529' N 16 deg. 30' W and 928' N 73 deg. 30' E of Section corner, an iron pipe, common to Sections 63, 62, 70 and 71, Block "N", GAMBRA Survey, this being the Southeast corner of this Survey, and lying in Sec. 63; THENCE N .05 deg. 15 E 1075.6 ft. along the West boundary line of State Highway #82 to a point in the NE corner of this survey; THENCE S 73 deg. 30' W 1894 ft. at 1327' past the Section boundary common to Sections 63 and 70 to a point the Northwest corner of this Survey; THENCE S 16 deg. 30' E 1000' to a point, the west corner of this Survey; THENCE N 73 deg. 30' E 1500' at 572 ft. past the Section boundary common to Sections 63 and 70 to the point of beginning, containing 39.0 acres of land, more or less,

which is being executed by B. A. Raybon to you. I have a contract of sale for the above described property to Mr. Raybon, a Deed to be delivered to him after he has complied with his contract of purchase with me; it being the purpose of this letter to acquiesce in said easement, and to fully confirm the said easement given by B. A. Raybon.

APPROVED AS TO FORM:
GANTLEY, HANGER, JOHNSON, SCARBOROUGH & GOOD
BY [Signature]

Ed Cox
Ed Cox

STATE OF TEXAS,
COUNTY OF WARD.

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

appeared Ed Cox, 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 1st day of March, 1955.



Mrs. J. L. White
NOTARY PUBLIC, WARD COUNTY, TEXAS

Filed for Record on the 16 day of May A. D. 1966, at 11:45 o'clock A.M.
Duly Recorded this the 1 day of June A. D. 1966, at 4:45 o'clock P.M.
Instrument No. 1136

MARY M. CHILDS County Clerk
Ward County, Texas

By Maisha Jordan Deputy.

B. A. Raybon et ux to Texas Electric Service Co.

WA#0-3148-M
1620 CHECK NUMBER

EASEMENT AND RIGHT-OF-WAY

THE STATE OF TEXAS
COUNTY OF Ward

2102
MIDLAND

KNOW ALL MEN BY THESE PRESENTS:

That B. A. Raybon and
Wife Anna Mae Raybon of
Ward County, Texas, for and in consideration of Thirty and No/100 Dollars
(\$30.00) to me (us) in hand paid by Texas Electric Service Company have granted, sold and conveyed and

by these presents do grant, sell and convey unto the said Company, an easement of right-of-way for an electric transmission and distributing line, consisting of variable numbers of wires, and all necessary or desirable appurtenances (including towers, H-frames or poles made of wood, metal or other materials, telephone and telegraph wire, props and guys), at or near the location and along the general course now located and staked out by said Company, over, across and upon the following described lands located in Ward County, Texas, to-wit:

All of a parcel of land in Section 63 and Section 70, Block "N", G&MB&A Survey, Ward Co. Texas, Containing 39 acres more or less, which parcel of land is better described on page 394, Vol. 172, Ward County Deed Records.

The centerline of an electric distribution line located as follows:

Beginning at a point in the Southeast part of said tract, which point is 660 feet west of the east boundary line, and 400 feet north of the south boundary line.

Thence in a southeasterly direction a distance of 400 feet to a point in the south boundary line which point is 460 feet west of the east boundary line.

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

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

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

Not more than 0 towers, 0 H-Frames, 1 poles and 2 guys, shall be erected along the course of said line unless the said Company, its successors or assigns, shall pay to me (us), my (our) heirs and legal representatives, at the rate of Ten and No/100 Dollars (\$ 10.00) for each tower, H-frame, pole and guy erected in excess of said number, and upon such payment the said Company, its successors, or assigns, shall have the right and the right is hereby granted, to erect towers, H-frames, poles and guys along said course in excess 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 25 th day of May, 1956

Sealed and delivered in the presence of:

APPROVED AS TO FORM:
GARNEY, HANSEN, BISHOP, STANBOROUGH & BOGGS
BY [Signature]

B. A. Raybon
Anna Mae Raybon

Neither the value of the rights herein conveyed nor the consideration paid therefor exceeds \$100.00

THE STATE OF TEXAS
COUNTY OF Ward

BEFORE ME, the Undersigned Authority, a Notary Public in and for Ward County, Texas, on this day personally appeared B. A. Raybon

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 25th day of May

A. D. 19 56

J. C. Newland, Jr.

Notary Public Ward County, Texas

THE STATE OF TEXAS
COUNTY OF Ward

BEFORE ME, the Undersigned Authority, a Notary Public in and for
Ward County, Texas, on this day personally appeared Anna Mae Rayhon

wife of R. A. Rayhon, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Anna Mae Rayhon, acknowledged such instrument to be her act and deed; and 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 25th day of May

A. D. 19 56

J. C. Newland, Jr.

Notary Public Ward County, Texas

Filed for Record on the 25th day of June A. D. 19 56, at 2:10 o'clock P.M.

Duly Recorded this the 26th day of July A. D. 19 56, at 2:22 o'clock P.M.

Instrument No. 1626

MARY M. CHILDS, County Clerk,
Ward County, Texas

By Patricia Lee Deputy

ROW - J. G. Wood et ux to Texas Elec. Serv. Co.
DISTRIBUTION EASEMENT AND RIGHT-OF-WAY 3386

THE STATE OF TEXAS } KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF Ward }

That J. G. Wood and wife, Oleta Wood

(herein referred to in the singular, whether one or more) of Ward County, Texas, for and in consideration of One and No/100 Dollars (\$ 1.00) to me in hand paid by Texas Electric Service Company have granted, sold and conveyed and by these presents do grant, sell and convey unto the said Company, an easement of right-of-way for an electric distribution line, consisting of variable numbers of wires, and all necessary or desirable appurtenances (including poles made of wood, metal or other materials, telephone and telegraph wire, props, guys and anchorages), at or near the location and along the general course now located and staked out by said Company, along, over, under, across and upon the following described lands located in Ward County, Texas, to wit:

Being a 2.23-acre tract of land out of Sections 63 and 70, Block N, G&M B&A Survey, Ward County, Texas, which property is more particularly described in that certain deed recorded in Volume 189, Page 488, Deed Records of Ward County, Texas, to which reference is hereby made:

The centerline of an electric distribution line to be located as follows:

Beginning at a point in the North Line and 360 feet west of the East Line of the above described tract;

Thence in a southerly direction for a distance of 30 feet.

This line to contain 1 pole and 1 guy anchorage.

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

Together with the right of ingress and egress over my adjacent lands to or from said right-of-way for the purpose of inspecting, maintaining, constructing and removing said line and appurtenances; the right to relocate along the same general direction of said lines; the right to relocate said line in the same relative position to any adjacent road if and as such road is widened in the future; the right to lease pole space for the purpose of permitting others to string wire or other desirable appurtenances on said line; the right to prevent the construction of, for a distance of 5 feet on each side of the actual center of said line, any or all buildings, structures or other obstructions which, in the sole judgment of the Company, may endanger or interfere with the efficiency, safety, and/or convenient operation of said line and its appurtenances; and the right to trim or cut down trees or shrubbery within, but not limited to, said 10-foot space, to the extent, in the sole judgment of the Company, as may be necessary to prevent possible interference with the operation of said line or to remove possible hazard thereto.

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

And I do hereby bind myself, my 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 October, 1960.

Company Agent or Employee Securing Easement: APPROVED AS TO FORM: J. G. Wood
WANTY, HANGER, JOHNSON, SCARBOROUGH & GORDON
By: Oleta Wood

THE STATE OF TEXAS

COUNTY OF Ward



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

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 11th day of October A. D. 1960

Notary Public in and for Ward County, Texas

David R. Harris, Notary Public

IN AND FOR WARD COUNTY, TEXAS
MY COMMISSION EXPIRES JUNE 1, 1961

THE STATE OF TEXAS

COUNTY OF Ward



BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Oleta Wood, wife of J. G. Wood, known

to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Oleta Wood 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 October A. D. 1960

Notary Public in and for Ward County, Texas

David R. Harris, Notary Public

IN AND FOR WARD COUNTY, TEXAS
MY COMMISSION EXPIRES JUNE 1, 1961

Filed for Record on the 22 day of December A. D. 1960, at 8:34 o'clock A. M.

Duly Recorded this the 29 day of December A. D. 1960, at 9:00 o'clock M.

Instrument No. 3386

MARY M. CHILDS, County Clerk,
Ward County, Texas

By E. L. Strong Deputy

B. G. Middlebrook, et al to Texas Elec. Svc. Co. 789
EASEMENT AND RIGHT-OF-WAY
THE STATE OF TEXAS
COUNTY OF Ward } KNOW ALL MEN BY THESE PRESENTS:
O2609-M

That B. G. Middlebrooks and Wife, Patricia Nell Middlebrooks and Wallace Watson and Wife, Mary Ernestine Watson

of Ward County, Texas, for and in consideration of One and no/100

Dollars (\$ 1.00) to me (us) in hand paid by Texas Electric Service Company have granted, sold and conveyed and by this presents do grant, sell and convey unto the said Company, an easement of right-of-way for an electric transmission and distribution line, consisting of variable numbers of wires, and all necessary or desirable appurtenances (including towers, H-frames or poles made of wood, metal or other materials, telephone and telegraph wire, props and guys), at or near the location and along the general course now located and staked out by said Company, along, over, under, across and upon the following

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

All of a tract of land located in the South West one quarter of Section 63, and the South East one quarter of Section 70, Block N, G&MB&A Survey, Ward County, Texas. Said tract of land containing 2.32 acres, and being better described in Volume 187, Page 20 of the Deed Records of Ward County, Texas.

The centerline of an electric distribution line to be located as follows:

Beginning at a point in the East Boundary Line, and twenty feet South of the North Boundary Line, thence in a westerly direction, and running parallel to the North Boundary Line a distance of seven hundred feet.

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

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

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

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

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

Not more than 0 towers, 0 H-frames, 3 poles and 2 guy anchorages shall be erected along the course of said line unless the said Company, its successors or assigns, shall pay to me (us), my (our) heirs and legal representatives, at the

rate of One and no/100 Dollars (\$ 1.00) for each tower, H-frame, pole and guy anchorages erected in excess of said number; and upon such payment the said Company, its successors, or assigns, shall have the right and the right is hereby granted, to erect towers, H-frames, poles and guy anchorages along said course in excess of said number.

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

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

WITNESSE OWN hands this 7th day of February, 19 58

APPROVED AS TO FORM:
CANTEY, HANSEN, JOHNSON, SCARBOROUGH & GBOCH

By [Signature]
Company Agent or Employee Securing Easement:

N. Norris Whether the value of the rights herein conveyed or the consideration paid therefor exceeds \$100.00

B. G. Middlebrooks
Patricia Nell Middlebrooks
Wallace Watson
Mary Ernestine Watson

THE STATE OF TEXAS
COUNTY OF Ward
BEFORE ME, the undersigned, a Notary Public in and for Ward County, Texas, on this day personally appeared B. G. Middlebrooks

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 7th day of FEBRUARY

A. D. 19 58

Notary Public Ward County, Texas



THE STATE OF TEXAS
COUNTY OF Ward

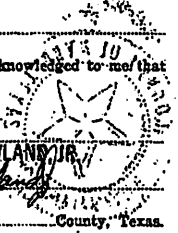
BEFORE ME the undersigned, a Notary Public in and for
Ward County, Texas, on this day personally appeared Wallace Watson

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 7th day of FEBRUARY

A. D. 19 58

Notary Public Ward County, Texas



THE STATE OF TEXAS
COUNTY OF Ward

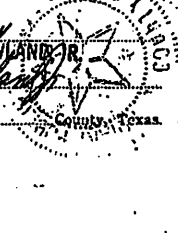
BEFORE ME the undersigned, a Notary Public in and for
Ward County, Texas, on this day personally appeared Patricia Nell Middlebrooks

wife of B. G. Middlebrooks known to me to be the person whose name is subscribed to the
foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully ex-
plained to her, she, the said Patricia Nell Middlebrooks acknowledged such instrument
to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein ex-
pressed and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 7th day of FEBRUARY

A. D. 19 58

Notary Public Ward County, Texas



THE STATE OF TEXAS
COUNTY OF Ward

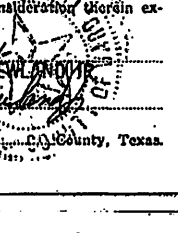
BEFORE ME the undersigned, a Notary Public in and for
Ward County, Texas, on this day personally appeared Mary Ernestine Watson

wife of Wallace Watson known to me to be the person whose name is subscribed to the
foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully ex-
plained to her, she, the said Mary Ernestine Watson acknowledged such instrument
to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein ex-
pressed and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 7th day of FEBRUARY

A. D. 19 58

Notary Public Ward County, Texas



Filed for Record on the 25 day of March A. D. 1958 at 11:20 o'clock P.M.

Duly Recorded this the 9 day of Apr A. D. 1958 at 11:18 o'clock P.M.

Instrument No. 229

MARY M. CHILDS, County Clerk,
Ward County, Texas

By June [Signature] Deputy

by Ward County Deputy

ROW - B. G. Middlebrooks et al to Texas Elec. Serv. Co.

DISTRIBUTION EASEMENT AND RIGHT-OF-WAY

3387

WARRANT

CHECK NO.

7636

THE STATE OF TEXAS }
 COUNTY OF Ward }

KNOW ALL MEN BY THESE PRESENTS:

That B. G. Middlebrooks and wife, Patricia Nell Middlebrooks, Wallace Watson and wife, Ernestine Watson

(herein referred to in the singular, whether one or more) of Ward County, Texas, for and in consideration of Ten and No/100 Dollars (\$ 10.00) to me in hand paid by Texas Electric Service Company have granted, sold and conveyed and by these presents do grant, sell and convey unto the said Company, an easement of Right-of-way for an electric distribution line, consisting of variable numbers of wires, and all necessary or desirable appurtenances (including poles made of wood, metal or other materials, telephone and telegraph wire, props, guys and anchorages), at or near the location and along the general course now located and staked out by said Company, along, over, under, across and upon the following described lands located in Ward County, Texas, to wit:

Being that certain tract of land out of Sections 63 and 70, Block N, OSMK B&A Survey, Ward County, Texas, which property is more particularly described in those certain deeds recorded in Volume 187, Page 20, and Volume 204, Page 394, Deed Records of Ward County, Texas, to which reference is hereby made:

The centerline of an electric distribution line to be located as follows:

Beginning at a point in the North Line and 710 feet east of the West Line of the above described tract;

Thence in a southerly direction parallel to and 710 feet east of the West Line for a distance of 185.8 feet to a point in the South Line of said tract.

This instrument covers an aerial line location.

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

Together with the right of ingress and egress over my adjacent lands to or from said right-of-way for the purpose of inspecting, maintaining, constructing and removing said line and appurtenances; the right to relocate along the same general direction of said lines; the right to relocate said line in the same relative position to any adjacent road if and as such road is widened in the future; the right to lease pole space for the purpose of permitting others to string wire or other desirable appurtenances on said line; the right to prevent the construction of, for a distance of 5 feet on each side of the actual center of said line, any or all buildings, structures or other obstructions which, in the sole judgment of the Company, may endanger or interfere with the efficiency, safety, and/or convenient operation of said line and its appurtenances; and the right to trim or cut down trees or shrubbery within, but not limited to, said 10-foot space, to the extent, in the sole judgment of the Company, as may be necessary to prevent possible interference with the operation of said line or to remove possible hazard thereto.

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

And I do hereby bind myself, my 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 hands this 14th day of October, 1960

Company Agent or Employee Securing Easement: APPROVED AS TO FORM: Patricia Nell Middlebrooks B. G. Middlebrooks Wallace Watson Ernestine Watson

THE STATE OF TEXAS } COUNTY OF Ward

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared B. G. Middlebrooks and Wallace Watson

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 the 14th day of October A. D. 1960

Notary Public in and for David R. Harris Ward County, Texas.

THE STATE OF TEXAS } COUNTY OF Ward

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Patricia Nell Middlebrooks, wife of B. G. Middlebrooks, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Patricia Nell Middlebrooks 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 14th day of October A. D. 1960

Notary Public in and for David R. Harris Ward County, Texas.

THE STATE OF TEXAS } COUNTY OF Ward

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Ernestine Watson, wife of Wallace Watson, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Ernestine Watson 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 14th day of October A. D. 1960

Notary Public in and for David R. Harris Ward County, Texas.

Filed for Record on the 22 day of December A. D. 1960 at 8:35 o'clock P. M.

Duly Recorded this the 27 day of December A. D. 1960 at 9:03 o'clock A. M.

Instrument No. 3387 MARY M. CHILDS, County Clerk, Ward County, Texas

By Elsie Strong Deputy

ROW - B. A. Rayborn et ux to Texas Elec. Serv. Co.

DISTRIBUTION EASEMENT AND RIGHT-OF-WAY

3388 NOTARIAL CHECK NO. 7637

THE STATE OF TEXAS COUNTY OF Ward

KNOW ALL MEN BY THESE PRESENTS:

That B. A. Rayborn and wife, Mae Rayborn

(herein referred to in the singular, whether one or more) of Ward County, Texas, for and in consideration of Twenty and No/100 Dollars (\$20.00) to me in hand paid by Texas Electric Service Company have granted, sold and conveyed and by these presents do grant, sell and convey unto the said Company, an easement of right-of-way for an electric distribution line, consisting of variable numbers of wires, and all necessary or desirable appurtenances (including poles made of wood, metal or other materials, telephonic and telegraph wire, props, guys and anchorages), at or near the location and along the general course now located and staked out by said Company, along, over, under, across and upon the following described lands located in Ward County, Texas, to wit:

Being a 39-acre tract of land out of Sections 63 and 70, Block N, G&M B&A Survey, Ward County, Texas, which property is more particularly described in that certain deed recorded in Volume 172, Page 394, Deed Records of Ward County, Texas, to which reference is hereby made:

The centerline of an electric distribution line to be located as follows:

Beginning at a point in the above described tract of land from which corner common to Sections 63, 62, 70, and 71, Block N, G&M B&A Survey, Ward County, Texas bears South 73° 30' West 140 feet and South 16° 30' East 808.2 feet;

Thence in a northerly direction for a distance of 30 feet.

This line to contain 1 pole and 1 guy anchorage.

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

Together with the right of ingress and egress over my adjacent lands to or from said right-of-way for the purpose of inspecting, maintaining, constructing and removing said line and appurtenances; the right to relocate along the same general direction of said lines; the right to relocate said line in the same relative position to any adjacent road if and as such road is widened in the future; the right to lease pole space for the purpose of permitting others to string wire or other desirable appurtenances on said line; the right to prevent the construction of, for a distance of 5 feet on each side of the actual center of said line, any or all buildings, structures or other obstructions which, in the sole judgment of the Company, may endanger or interfere with the efficiency, safety, and/or convenient operation of said line and its appurtenances; and the right to trim or cut down trees or shrubbery within, but not limited to, said 10-foot space, to the extent, in the sole judgment of the Company, as may be necessary to prevent possible interference with the operation of said line or to remove possible hazard thereto.

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

And I do hereby bind myself, my 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 11th day of October, 1960.

Company Agent or Employee Securing Easement: APPROVED AS TO FORM: GANTEY, HANEY, JOHNSON, SCARBOROUGH & SONS

B. A. Rayborn Mae Rayborn

THE STATE OF TEXAS COUNTY OF Ward



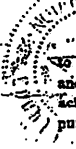
BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared B. A. Rayborn

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 11th day of October A. D. 1960

David R. Harris Notary Public in and for Ward County, Texas.

THE STATE OF TEXAS COUNTY OF Ward



BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Mae Rayborn, wife of B. A. Rayborn, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privately and apart from her husband, and having the same fully explained to her, she, the said Mae Rayborn

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 October A. D. 1960

David R. Harris Notary Public in and for Ward County, Texas.

David R. Harris Notary Public IN AND FOR WARD COUNTY, TEXAS MY COMMISSION EXPIRES JUNE 1, 1961.

Filed for Record on the 22 day of December A. D. 1960, at 8:36 o'clock A M.

Duly Recorded this the 29 day of December A. D. 1960, at 9:05 o'clock A M.

Instrument No. 3388

MARY M. CHILDS, County Clerk,
Ward County, Texas

By Elice Strong Deputy

Wallace Watson et al to TESCO

GUY AND ANCHORAGE PERMIT

PREL. <u>8/260</u>	FILE NUMBER
WA. <u>V-2744-M</u>	E. <u>2809Y</u>

3563-

THE STATE OF TEXAS

COUNTY OF Ward

KNOW ALL MEN BY THESE PRESENTS:

That Wallace Watson and B. G. Middlebrooks

(herein referred to in the singular, whether one or more), of Ward County, Texas, for and in consideration of Ten and No/100 ----- Dollars (\$ 10.00) to me in hand paid by TEXAS ELECTRIC SERVICE COMPANY, has granted unto the said Company the right to install, maintain, operate and remove a down-guy and anchor to be used in connection with such electric company's electric lines, together with the right of ingress and egress over and across my adjacent land for the purpose of constructing, maintaining or removing the same, such down-guy to be located upon, over and across the following described lands located in Ward County, Texas, to wit:

Being that certain tract of land out of Section 70, Block N, G&MB&A Survey, Ward County, Texas, which property is more particularly described in that certain deed recorded in Volume 212, Page 467, Deed Records of Ward County, Texas, to which reference is hereby made:

One guy anchorage to be located as follows:

Beginning in the West Line at a point located 765 feet south of the North Line of the above described tract;

Thence in an easterly direction for a distance of ⁸ 27 feet.

This land constitutes no part of a homestead.

Approved As To Form

CANTY, HANSEL, GOOCH, CRAVERS & SCARBOROUGH

HCB

TO HAVE AND TO HOLD the above described right unto the said Company, its successors and assigns, until said down-guy and anchor shall be abandoned.

WITNESS our hand this 5th day of September 19 63

NEITHER THE VALUE OF THE RIGHTS
HEREIN CONVEYED NOR THE AMOUNT
PAID THEREFOR EQUALS \$100.00
Company Agent or Employee

Securing Easement:

D.R.H.

Wallace Watson
B. G. Middlebrooks

THE STATE OF TEXAS

COUNTY OF Ward

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Wallace Watson and B. G. Middlebrooks known to me to be the persons whose name 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 on the 5th day of September A. D. 19 63.

David R. Harris
Notary Public in and for Ward County, Texas.

David R. Harris: Notary Public
IN AND FOR WARD COUNTY, TEXAS
MY COMMISSION EXPIRES JUNE 1, 1965

Filed for Record on the 23 day of Oct A. D. 1963 at 8:05 o'clock A.M.

Duly Recorded this 1 day of Nov A. D. 1963 at 9:15 o'clock A.M.

Instrument No. 3563

MARY M. CHILDS, County Clerk,
Ward County, Texas

By Louis Robinson Deputy

3006
GUY AND ANCHORAGE PERMIT

THE STATE OF TEXAS

COUNTY OF WARD

KNOW ALL MEN BY THESE PRESENTS:

That WILLIE BEARD

(herein referred to in the singular, whether one or more), of WARD County, Texas, for and in consideration of TEN and NO/100 Dollars (\$ 10.00) to me in hand paid by TEXAS ELECTRIC SERVICE COMPANY, has granted unto the said Company the right to install, maintain, operate and remove a down-guy and anchor to be used in connection with such electric company's electric lines, together with the right of ingress and egress over and across my adjacent land for the purpose of constructing, maintaining or removing the same, such down-guy to be located upon, over and across the following described lands located in WARD County, Texas, to wit:

BEING tract No. 2, a 20.5 acre tract, in Section 70 Block "N", G5MMB&A Survey, Ward County, Texas, said property being more particularly described in that certain deed recorded in Volume 437, Page 172, "Deed Records of Ward County, Texas", to which reference is hereby made.

THE centerline of the Guy-Anchorage herein granted is described as follows:

BEGINNING at a point in the west line, said point being 80 feet south of the northwest corner of said tract No. 2.

THENCE easterly a distance of 30 feet to a point.

THIS property constitutes no part of a homestead.

Address of Grantee:
Texas Electric Service Co.
P. O. Box 970
Fort Worth, TX 76101

TO HAVE AND TO HOLD the above described right unto the said Company, its successors and assigns, until said down-guy and anchor shall be abandoned.

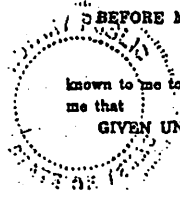
WITNESS my hand this 26th day of August, 19 85

Company Agent or Employee
Securing Easement:

P. C. McFarlin

Willie Beard
Willie Beard

THE STATE OF TEXAS }
COUNTY OF Ward }



BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
Willie Beard
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 26th day of August A. D. 1985

P. C. McFarlin
Notary Public in and for Ward County, Texas.
P. C. McFarlin
Notary Public, State of Texas
My Commission Expires 9-22-89

FILED FOR RECORD ON THE 5 DAY OF Sept. A.D. 1985 AT 1:00 O'CLOCK P.M.
DULY RECORDED THIS THE 6 DAY OF Sept. A.D. 1985 AT 8:00 O'CLOCK A.M.
INSTRUMENT NO. 3006

PAT V. FINLEY, COUNTY CLERK
WARD COUNTY, TEXAS
BY Judy McGrew DEPUTY
Judy McGrew

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

RIGHT OF WAY EASEMENT
(General Type Easement)

700

KNOW ALL MEN BY THESE PRESENTS, that Orley's Inspection Service, (hereinafter called "Grantors"), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by Southwest Sandhills Water Supply Corporation, (hereinafter call "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove water distribution lines and appurtenances over and across 47.86 acres of land, more particularly described in instrument recorded in Vol. 492, Page 728-730 Deed Records, Ward County, Texas, together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width the center line thereof being the pipeline as installed.

In the event the easement hereby granted abuts on a public road and the county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land described above for the purpose of laterally relocating said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantor's premises. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

HA-TX 442-9

/91) IN WITNESS WHEREOF the said Grantors have executed this instrument this 7 day of August, 19 92.

Curley Beard

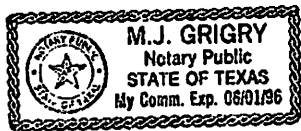
ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF WARD

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 7th day of AUGUST, 19 92.

(Seal)



M.J. Grigry
Notary Public in and for
M.J. GRIGRY 06/01/96
WARD County, Texas

FILED FOR RECORD ON THE 23rd DAY OF March A.D., 1999 AT 10:00 O'CLOCK A.M.

DULY RECORDED THIS THE 24th DAY OF March A.D., 1999 AT 8:00 O'CLOCK A.M.

INSTRUMENT NO. 700

NATRELL CAIN, COUNTY CLERK
WARD COUNTY, TEXAS

BY Belinda Thomas DEPUTY
Belinda Thomas

FILE NUMBER 1529

EASEMENT AND
RIGHT OF WAY

EDWARD EUGENE COX, ET UX

TO

TEXAS ELECTRIC SERVICE CO.

EASEMENT AND RIGHT-OF-WAY

THE STATE OF TEXAS |

COUNTY OF WARD |

KNOW ALL MEN BY THESE PRESENTS:

That Edward Eugene Cox and wife, Dorothy Aline Estes Cox of Ward County, Texas, for and in consideration of five hundred nineteen & 20/100 Dollars (\$519.20) to (us) in hand paid by Texas Electric Service Company have granted, sold and conveyed and by these presents do grant, sell and convey unto the said Company, an easement of right-of-way for an electric transmission and distributing line, consisting of variable numbers of wires, and all necessary or desirable appurtenances (including towers, H-frames or poles made of wood, metal or other materials, telephone and telegraph wire, props and guys), at or near the location and along the general course now located and staked out by said Company, over, across and upon the following described lands located in Ward County, Texas, to-wit:

Being described as Section 70 and that portion of 71 West of Highway #82, Block N, GMB&A Survey, and the West 247 acres of Section 19, Block B-19, Public School Lands, all located in Ward County, Texas.

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

Beginning at a point in the West line of said Section 70, 1102 feet Northerly from its Southwest corner;

Thence, South 43 Degrees 01 Minutes East to a point in the East line of said property in Section 19.

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

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

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

Not more than No towers 17 H-Frames, No poles and No guys, shall be erected along the course of said line unless the said Company, its successors or assigns, shall pay to me (us), my (our) heirs and legal representatives, at the rate of Thirty and no/100 Dollars (\$30.00) for each tower, H-frame, pole and guy erected in excess of said number, and upon such payment the said Company, its successors, or assigns, shall have the right and the rights hereby granted, to erect towers, H-frames, poles and guys along said course in excess of said number.

And (we) do hereby bind (ourselves), (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 21st day of July, 1948

Sealed and delivered in the presence of:

EDWARD EUGENE COX

APPROVED AS TO FORM:

DOROTHY ALINE ESTES COX

CANTEY, HANGER, McKNIGHT & JOHNSON

BY EH

THE STATE OF TEXAS |

COUNTY OF WARD | BEFORE ME, the undersigned authority, a Notary Public in and for Ward County, Texas, on this day personally appeared Edward Eugene Cox 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 21st day of July A. D. 1948

R. B. RAWLINS (R. B. RAWLINS)

(S E A L):

Notary Public Ward County, Texas.

THE STATE OF TEXAS |

COUNTY OF WARD |) BEFORE ME, the undersigned authority, a Notary Public in and for Ward County, Texas, on this day personally appeared Dorothy Aline Estes Cox wife of Edward Eugene Cox, known to me to be the person whose name is subscribed to the foregoing

instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Dorothy Aline Estes Cox, acknowledged such instrument to be her act and deed, and 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 21st day of July A. D. 1948.

R. B. RAWLINS (R. B. RAWLINS)

(S E A L)

Notary Public Ward County, Texas.

FILED FOR RECORD August 27, 1948, at 1:51 P. M.

RECORDED September 3, 1948, at 9:40 A. M.

ZOE JEWELL, County Clerk,

Ward County, Texas.

By *Patricia Roberts* Deputy.

pr

FILE NUMBER 1886 I
 RIGHT OF WAY I
 E. E. COX I
 TO I
 CABOT CARBON CO. I

RIGHT OF WAY CONTRACT

WFL-308

THE STATE OF TEXAS I

COUNTY OF WARD I KNOW ALL MEN BY THESE PRESENTS:

THAT for and in consideration of One Hundred and Forty and 85/100 Dollars (\$140.85) cash in hand paid, receipt of which is hereby acknowledged, the undersigned E. E. Cox and wife, Dorothy Estes Cox, Star Route, Monahans, Texas do hereby grant and convey to Cabot Carbon Company, a Massachusetts Corporation, its successors and assigns, the right of way, easement and privilege to lay, repair, maintain, operate and remove pipe lines for the transportation of oil, gas, water, or any other fluid or substance; and erect, maintain and operate in connection therewith a telegraph line and a telephone line if the same be found necessary, over and through the lands described herein, to-wit: Fifty (50) feet in width across Section 71, Block "N", G&M&A Survey and Section 19, Block B-19, FSL Survey, Ward County, Texas.

Said right-of-way being a total of 281.7 rods, with ingress and egress to and from the same.

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

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

IN WITNESS WHEREOF, the Grantors have hereunto set their hands, this 4th day of May, A. D. 1949.

E. E. COX
 E. E. Cox

DOROTHY ESTES COX
 Dorothy Estes Cox

JOINT ACKNOWLEDGMENT

THE STATE OF TEXAS I

COUNTY OF WARD I BEFORE ME, the undersigned authority, on this day personally appeared E. E. Cox and Dorothy Estes Cox, his wife, 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, and the said Dorothy Estes Cox, wife of E. K. Cox, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Dorothy Estes Cox, acknowledged such instrument to be her act and deed, and 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 7th day of May 1949. 1949.

G. A. BAGSDALE
Notary Public in and for
Ward County, TEXAS

(S E A L)

FILED FOR RECORD August 4, 1949, at 11:41 A. M.

RECORDED August 25, 1949, at 9:20 A. M.

ZOE SEWELL, County Clerk,
Ward County, Texas.
By Henry Wood Deputy.

pl

Edd Cox et ux - to The State of Texas
Texas Highway Department
Form 278 6-30-10M

52225-550-10m
2113

RIGHT-OF-WAY EASEMENT

STATE OF TEXAS

County of Ward

KNOW ALL MEN BY THESE PRESENTS:

THAT Mr. Ed Cox and wife Dorothy Estas Cox

of _____, in consideration of the sum of

One Dollar (\$1.00) and other good and valuable consideration in hand paid by the State of Texas, acting through the State Highway Commission, receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto the State of Texas, the free and uninterrupted use, liberty and privilege of the passage in, along, upon and across the following

land(s) in Ward County, Texas, owned by us, and being subject to:

(Important Note: If no liens, easements or leases exist, insert the word, "None.")

lien(s) held by Franklin Life Ins. Co. (Name) (Address)
easement(s) held by Gabot Carbon Co., and Texas Electric Service Co. (Name) (Address)
lease(s) held by Gulf Production Co. (Name) (Address)

and being particularly described as follows, to-wit:

The base line described herein is the centerline of the existing State Highway No. 82.

TRACT NO. 1: A tract of land out of the West 209.2 acres of Section 63, Block N, G&M&B&A Survey, Ward County, Texas.

Beginning at a point on the South section line of Section 63, Block N, G&M&B&A Survey, said point being North 7 1/4° 41' East 765.6 feet from the Southwest corner of said Section 63 and on the base line of State Highway No. 82;
Thence North 6° 01' East along the base line of State Highway No. 82, a distance of 5669.2 feet to a point on the North section line of said Section 63;
Thence South 7 1/4° 41' West along the North section line of said Section 63, a distance of 42.9 feet to a point on the present West Right-of-way Line of State Highway No. 82;
Thence South 6° 01' West along the present West Right-of-way Line of State Highway No. 82 a distance of 5669.2 feet to a point on the South section line of said Section 63;
Thence North 7 1/4° 41' East along the South section line of said Section 63 a distance of 42.9 feet to the point of beginning. Containing 5.206 acres, all of which is in the existing Highway Right-of-way.

TRACT NO. 2: A tract of land out of Northwest 14.15 acres of Section 62, Block N, G&M&B&A Survey, Ward County, Texas.

Beginning at a point on the North section line of Section 62, Block N, G&M&B&A Survey said point being North 7 1/4° 41' East 765.6 feet from the Northwest corner of said Section 62, and on the base line of State Highway No. 82;
Thence South 6° 01' West along the base line of State Highway No. 82 a distance of 2104.5 feet to a point on the West section line of said Section 62;

Thence North 15° 18' West along the West section line of said Section 62 a distance of 110.0 feet to a point on the present West Right-of-way Line of State Highway No. 82;

Thence North 6° 01' East along the present West ROW line of State Highway No. 82 a distance of 1986.4 feet to a point on the North section line of said Section 62;

Thence North 7 1/4° 41' East along the North section line of said Section 62 a distance of 42.9 feet to the point of beginning. Containing 1.878 acres all of which is in the existing Highway ROW.

TRACT NO. 3: A tract of land out of the West 587.3 acres of Section 71, Block N, G&M&B&A Survey, Ward County, Texas.

Beginning at a point on the East section line of Section 71, Block N, G&M&B&A Survey, said point being South 15° 18' East 1960.3 feet from the Northeast corner of Section 71, Block N, G&M&B&A Survey, and on the base line of State Highway No. 82;

Thence South 6° 01' West along the base line of State Highway No. 82 a distance of 3162.8 feet to the P.C. of a 1° 00' circular curve to the left;

Thence along said 1° 00' circular curve, the radius of which is 5729.65 feet, a distance of 478.3 feet to a point on the South section line of said Section 71, said point being Base line Station 281+33.3 of State Highway No. 82;

518

Thence South 74° 41' West along the South section line of said Section 19, a distance of 41.9 feet to a point on the present West ROW line of State Highway No. 82;

Thence along a curve to the right, the radius of which is 5769.65 feet, said curve being 40 feet from and concentric with the base line curve of State Highway No. 82, a distance of 493.7 feet to the P.T. Station of said curve;

Thence North 6° 01' East along the present West ROW line of State Highway No. 82 a distance of 3265.3 feet to a point on the East section line of said Section 19;

Thence South 15° 18' East along the East section line of said Section 19 a distance of 110.0 feet to the point of beginning. Containing 3.398 acres all of which is in the existing ROW.

TRACT NO. 4: A tract of land out of the West 247 acres of Section 19, Block B-19, Public School Land Survey, Ward County, Texas.

Beginning at a point on the North section line of Section 19, Block B-19, Public School Land, said point being South 74° 41' West 1324.9 feet from the Northeast corner of said Section 19, and on the base line of State Highway No. 82; the tangent bearing of the curve at the beginning point is South 1° 14' West;

Thence along a 1° 00' curve to the left, the radius of which is 5729.65 feet a distance of 118.4 feet to the P.T. of said curve;

Thence South 0° 03' West along the base line of State Highway No. 82 a distance of 1496.9 feet to the P.C. of a 2° 00' Curve to the left;

Thence along said curve to the left the radius of which is 2864.93 feet a distance of 729.2 feet to the P.T. of said curve;

Thence South 14° 32' East along the base line of State Highway No. 82 a distance of 1717.5 feet to a point on the South section line of said Section 19;

Thence South 77° 12' West along the South section line of said Section 19 a distance of 40.0 feet to a point on the present West ROW line of State Highway No. 82;

Thence North 14° 32' West along the present ROW line which is 40' from and parallel to the base line of State Highway No. 82, a distance of 1716.3 feet to the P. C. of a curve to the right;

Thence along said curve to the right the radius of which is 2904.93 feet, a distance of 739.4 feet to the P. T. of said curve;

Thence North 0° 03' East along the present ROW line which is 40 feet from and parallel to the base line of State Highway No. 82 a distance of 1496.9 feet to the P. C. of a curve to the right;

Thence along said curve to the right the radius of which is 5769.65 feet, a distance of 107.2 feet to a point on the North section line of said Section 19;

Thence North 74° 41' East along the North section line of said Section 19 a distance of 41.9 feet to the point of beginning. Containing 3.729 acres all of which is in the existing highway ROW.

TRACT NO. 5: A tract of land out of the Northwest 140 acres of Section 20, Block B-19, Public School Land, Ward County, Texas;

Beginning at a point on the North section line of Section 20, Block B-19, Public School Land, said point being South 77° 12' West 2580 feet from the Northeast corner of said Section 20, and on the base line of State Highway No. 82;

Thence South 14° 32' East along the base line of State Highway No. 82 a distance of 2202.0 feet to a point;

Thence South 77° 12' West a distance of 40' feet to a point on the present West ROW line of State Highway No. 82;

Thence North 14° 32' West along the Present ROW line which is 40' from and parallel to the centerline of State Highway No. 82 a distance of 2202 feet to a point on the North section line of said Section 20;

Thence North 77° 12' East along the North section line of said Section 20 a distance of 40 feet to the point of beginning. Containing 2.022 acres all of which is in the existing Highway ROW.

Tract # 1	5.206	acres
" # 2	1.878	"
" # 3	3.398	"
" # 4	3.729	"
" # 5	2.022	"

519

Sub-Total 16.233
 Minus 2.876 acres deeded to Ward County for ROW 4/25/29
 Vol. 50, pg. 123.
 Total 13.357 acres, more or less.

For the purpose of opening, constructing and maintaining a permanent Highway in, along, upon and across said premises, with the right and privilege at all times of the grantee herein, his or its agents, employees, workmen and representatives having ingress, egress, and regress in, along, upon and across said premises for the purpose of making additions to, improvements on and repairs to the said State Highway, or any part thereof.

It is specifically understood that the State and its assigns shall be vested with the title to and the right to take and use, without additional compensation, any stone, earth, gravel, caliche or any other materials or minerals upon, in and under said land, except oil, gas and sulphur, for the construction and maintenance of the Highway System of Texas.

And it is further agreed that the County of Ward in consideration of the benefits above set out, will remove from the property above described such fences, buildings and other obstructions as may be found upon said premises.

TO HAVE AND TO HOLD unto the said State of Texas as aforesaid for the purposes aforesaid the premises above described.

Witness our hand's, this the 19 day of August, A. D. 1953.
 Edd Cox
 Dorothy Estel Cox

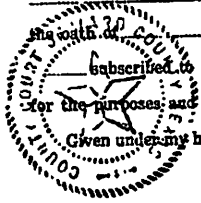
SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS

County of Ward

Before me, Carl D. Estlin, a notary public in and for said County and State, on this day personally appeared Edd Cox

known to me (or proved to me on the oath of _____, a credible witness) to be the person whose name _____ 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 19 day of August 1953.
 Carl D. Estlin
 Notary Public in and for Ward County, Texas.

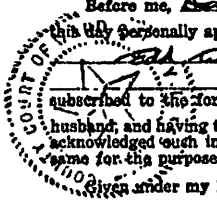
WIFE'S SEPARATE ACKNOWLEDGMENT

THE STATE OF TEXAS,

County of Ward

Before me, Carl D. Estlin, a notary public in and for said County and State, on this day personally appeared Dorothy Estel Cox, wife of Edd Cox

known to me (or proved to me on the oath of _____, a credible witness) to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she the said Dorothy Estel Cox, acknowledged such instrument to be her act and deed, and 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 19 day of August 1953.
 Carl D. Estlin
 Notary Public in and for Ward County, Texas.

Filed for Record on the 25 day of Aug. A. D. 1953 at 3:35 o'clock P.M.
 Duly Recorded this the 3 day of Sept. A. D. 1953 at 3:30 o'clock P.M.
 Instrument No. 2113

ZOE SEWELL, County Clerk
 Ward County, Texas

By: Maudie Jordan, Deputy

EASEMENT AND RIGHT-OF-WAY - John W. Watters to Texas Elec. Svc. Co.

THE STATE OF TEXAS }
COUNTY OF WARD }

KNOW ALL MEN BY THESE PRESENTS: *P-2096*

That John W. Watters

1535

of Brazos County, Texas, for and in consideration of One and No/100

Dollars (\$1.00) to me (us) in hand paid by Texas Electric Service Company have granted, sold and conveyed and by these presents do grant, sell and convey unto the said Company, an easement of right-of-way for an electric transmission and distribution line, consisting of variable numbers of wires, and all necessary or desirable appurtenances (including towers, H-frames or poles, made of wood, metal or other materials, telephone and telegraph wire, props and guys), at or near the location and along the general course now located and staked out by said Company, along, over, under, across and upon the following

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

All of a tract of land located in Section 63, Block N, G. & M.M.B. & A. Survey, Ward County, Texas, as fully described in Deed Records of Ward County, Texas, Volume 174, Pages 395 and 396.

The center line of an electric distribution line to be located as follows:

Beginning at a point in the Southeast corner of said tract, which point is 18 inches North of the South boundary line and in the East boundary line.

Thence in a Westerly direction and running parallel to the South boundary line a distance of 71.7 feet to a point, which point is 18 inches North of the South boundary line and in the West boundary line of said tract.

This land constitutes no part of a homestead.

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

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

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

In addition to the consideration above recited for the easement and right of way hereby granted, the Company will pay to the owner of the land, and if leased, to his tenant, as they may be respectively entitled, for actual damages done to fences, terraces and growing crops by reason of the construction, maintenance or removal of said line; provided, however, that no such payment will be made for trimming or removal of trees from said land, nor for removal of trees or other obstructions from such 60 foot space after said line is constructed, as hereinabove provided.

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

Not more than 0 towers, 0 H-frames, 3 poles and 0 guy anchorages shall be erected along the course of said line unless the said Company, its successors or assigns, shall pay to me (us), my (our) heirs and legal representatives, at the

rate of One and No/100 Dollars (\$ 1.00) for each tower, H-frame, pole and guy anchorages erected in excess of said number, and upon such payment the said Company, its successors, or assigns, shall have the right and the right is hereby granted, to erect towers, H-frames, poles and guy anchorages along said course in excess of said number.

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

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

WITNESS my hand this 23rd day of April, 1957.

APPROVED AS TO FORM:

WANTY, HANSEN, JOHNSON, SCARBOROUGH & SMOOK

John W. Watters

Company Agent
Employee Securing Easement.

W. J. [Signature]
Neither the value of the rights herein conveyed nor the consideration paid therefor exceeds \$100.00.

THE STATE OF TEXAS
COUNTY OF Ward

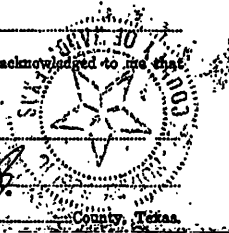
BEFORE ME, the undersigned authority, a Notary Public in and for Ward County, Texas, on this day personally appeared John W. Watters

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 23rd day of April

A. D. 1957

J. C. Newland
J. C. Newland, Notary Public
Ward County, Texas



Filed for Record on the 4 day of June, A. D. 1957, at 2:26 o'clock P.M.

Duly Recorded this the 12 day of June, A. D. 1957, at 2:56 o'clock P.M.

Instrument No. 1535

MARY M. CHILDS, County Clerk,
Ward County, Texas

By June [Signature] Deputy

EASEMENT AND RIGHT OF WAY

VOL 451 PG 493

THE STATE OF TEXAS

1768

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WARD

That Jimmy N. Cook and wife LaVern Cook

herein referred to as Grantor, whether one or more of WARD County, Texas for and in consideration of the sum of \$1.00 and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, to us in hand paid by TEXAS ELECTRIC SERVICE COMPANY, hereinafter called Electric Company, does hereby grant, bargain, sell and convey unto said Electric Company an easement and right-of-way for the construction, reconstruction, maintenance, operation and removal of an overhead and/or underground electrical line consisting of variable numbers of wires, and all necessary or desirable appurtenances located overhead, underground or on the surface over, under, across and upon those certain lands described as:

BEING a 9.99 acre tract of land out of and being a part of Section 63, Block "N", G&MMB&A Survey, Ward County, Texas, which property is more particularly described in that certain deed recorded in Volume 384, Page 320, "Deed Records of Ward County, Texas", to which reference is hereby made.

THE centerline of the ten-foot wide easement herein granted is described as follows:

PERMISSION is hereby granted in this Blanket Easement to Texas Electric Service Company the right to make use of all roads, alleys, utility easements and property lines, both existing or proposed, for the construction, reconstruction, removal and maintenance of electrical facilities to serve the above described property, said easement to be 5 feet on each side of the actual location of such electrical facilities that may be deemed necessary in the sole judgement of the company to serve said property.

It is understood and agreed to by Grantor that the electrical facilities installed will not be installed on lot line or property lines but along and adjacent to said lines, and electrical facilities, when installed will be covered by this easement should the lot lines or property lines be changed or relocated by Grantor in the future.

THIS property constitutes no part of a homestead.

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

Grantor agrees to inform all other parties having a right to construct underground facilities in said easement as to the existence and location of any underground electric facilities constructed by Company hereunder.

Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of constructing, reconstructing, maintaining, operating or removing said line; the right to relocate along the same general direction of said line; the right to relocate said line in the same relative position to any adjacent road if and as such road is widened in the future; the right to lease wire space for the purpose of permitting others to string or lay wire along said line; the right to prevent excavation for a distance of 5 feet on each side of the actual center of said line; the right to prevent the construction of, for a distance of 5 feet on each side of the actual center of said line, any and all buildings, structures or other obstructions which, in the sole judgment of Electric Company, may endanger or interfere with the efficiency, safety, and/or convenient operation of said line and its appurtenances and the right to trim or cut down trees or shrubbery within but not limited to said 10 foot space, to the extent in the sole judgment of Electric Company, as may be necessary to prevent possible interference with the operation of said line or to remove possible hazard thereto.

TO HAVE AND TO HOLD the above described easement and rights unto the said Electric Company, its successors and assigns, forever.

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

WITNESS OUR hand(s) this 22nd day of May 19 80

Company Agent or Employee securing easement:

P. C. McFarlin

Jimmy N. Cook
LaVern Cook

493

VOL 451 PG 494
THE STATE OF TEXAS

COUNTY OF WARD

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Jimmy N. Cook and wife LaVern Cook

known to me to be the person whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.



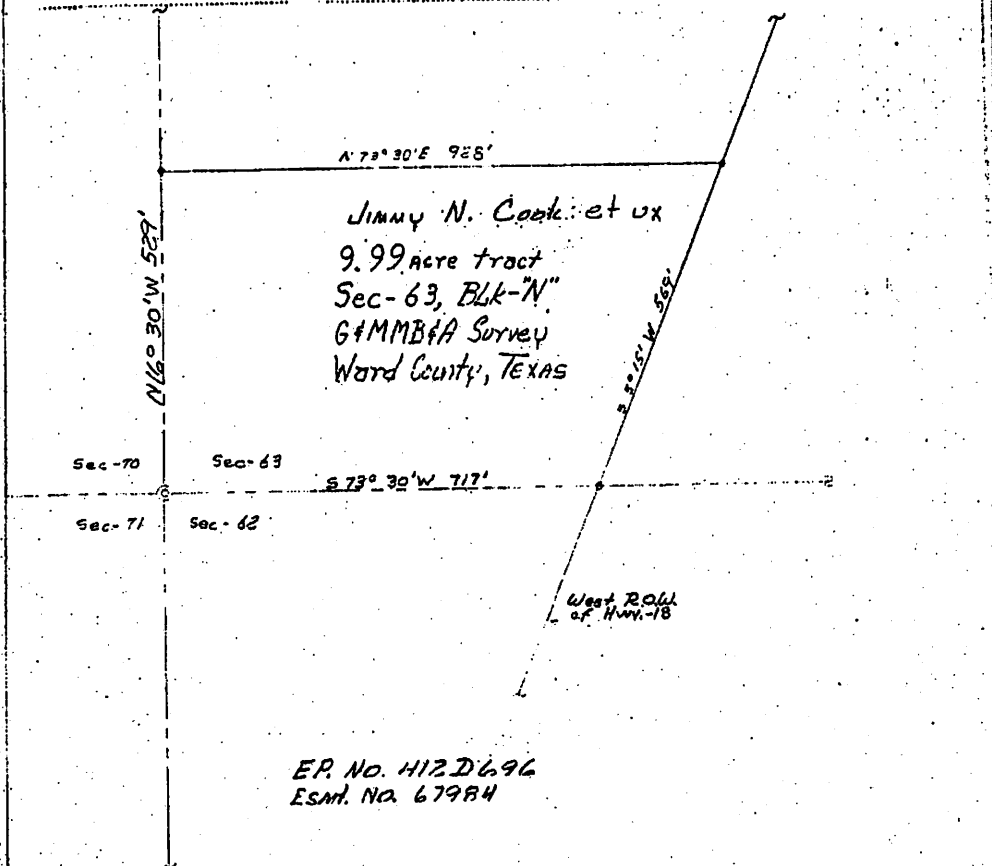
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 10th day of May A. D. 1980

P. C. McFarlin
Notary Public in and for WARD County, Texas.

P. C. McFarlin
Commission Expires 9-22-81

494

BY _____ DATE _____ SUBJECT _____ SHEET NO. _____ OF _____
CHKD. BY _____ DATE _____ SOB NO. _____



THE STATE OF TEXAS }
 COUNTY OF WARD } # 1768

I, Pat V. Finley, Clerk of the County Court in and for said County, do hereby certify that the within and foregoing instrument of writing with its Certificate of Authentication, was filed for record in my office on the 30 day of June, A.D., 1948 at 10:00 o'clock A.M., and duly recorded on the 3 day of July, A.D., 1948 at 10:00 o'clock A.M. in the Deed Records of said County in Book Number 101 Pages 494-495 inclusive.

WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF WARD COUNTY AT OFFICE IN MONAGANS, TEXAS, the date last above written.

By Karan Gardner Deputy
 Karan Gardner

PAT V. FINLEY, Clerk of the County Court, Ward County, Texas

by *[Signature]* Deputy

EASEMENT AND RIGHT-OF-WAY - Edd Cox, et ux to Texas Elec. Svc. Co.

THE STATE OF TEXAS }
COUNTY OF WARD }

KNOW ALL MEN BY THESE PRESENTS:

P 2026

That Edd Cox and wife, Dorothy A. Cox

1536

of Ward County, Texas, for and in consideration of One and No/100 -----

Dollars (\$ 1.00) to me (us) in hand paid by Texas Electric Service Company have granted, sold and conveyed and by these presents do grant, sell and convey unto the said Company, an easement of right-of-way for an electric transmission and distribution line, consisting of variable numbers of wires, and all necessary or desirable appurtenances (including towers, H-frames or poles made of wood, metal or other materials, telephone and telegraph wire, props and guys), at or near the location and along the general course now located and staked out by said Company, along, over, under, across and upon the following

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

All of a tract of land located in Section 70, Block N, G. & M. M. B. & A. Survey, Ward County, Texas.

The center line of an electric distribution line to be located as follows:

Beginning at a point 18 inches North of the South boundary line of Section 70, which

point is the Southwest corner of the John W. Watters tract, which tract is described in Volume 174, Pages 396 and 397 of the Deed Records of Ward County, Texas, thence in a Westerly direction, and running parallel to the South boundary line of Section 70, a distance of 2213 feet to a point 18 inches North of the South boundary line of said Section 70, Block N, Ward County, Texas.

This land constitutes no part of a homestead.

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

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

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

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

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

Not more than 0 towers, 0 H-frames, 8 poles and 1 guy anchorages shall be erected along the course of said line unless the said Company, its successors or assigns, shall pay to me (us), my (our) heirs and legal representatives, at the rate of One and No/100 Dollars (\$ 1.00) for each tower, H-frame, pole and guy anchorages erected in excess of said number, and upon such payment the said Company, its successors, or assigns, shall have the right and the right is hereby granted, to erect towers, H-frames, poles and guy anchorages along said course in excess of said number.

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

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

WITNESS OUR hand this 26 th day of March, 1957.

APPROVED AS TO FORM: GANTY, HANSEN, JOHNSON, SCARBOROUGH & GBOCH. Company Agent & Employee Securing Easement: Edd Cox, Dorothy A. Cox.

Neither the value of the rights herein conveyed nor the consideration paid therefor exceeds \$100.00.

THE STATE OF TEXAS COUNTY OF Ward BEFORE ME the undersigned authority a Notary Public in and for Ward County, Texas, on this day personally appeared Edd Cox

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 26 th day of March 1957. J. C. Newland, Notary Public, Ward County, Texas.

THE STATE OF TEXAS COUNTY OF Ward BEFORE ME the undersigned authority a Notary Public in and for Ward County, Texas, on this day personally appeared Dorothy A. Cox

wife of Edd Cox known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Dorothy A. Cox, acknowledged such instrument to be her act and deed, and 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 26 th day of March.

A. D. 19... 1957 ...
Notary Public J. C. Newland ...
Ward County, Texas
Filed for Record on the 4 day of June ... A. D. 19 57, at 2:20 o'clock P. M.
Duly Recorded this the 17 day of June ... A. D. 19 57, at 2:20 o'clock P. M.
Instrument No. 1536 ... MARY M. CHILDS, County Clerk,
Ward County, Texas
By J. C. Newland Deputy

EASEMENT AND RIGHT-OF-WAY - John W. Watters to Texas Elec. Svc. Co. p-7080

THE STATE OF TEXAS
COUNTY OF: WARD

KNOW ALL MEN BY THESE PRESENTS:

That John W. Watters

1537

of Brazos County, Texas, for and in consideration of One and No/100

Dollars (\$1.00) to me (us) in hand paid by Texas Electric Service Company have granted, sold and conveyed and by these presents do grant, sell and convey unto the said Company, an easement of right-of-way for an electric transmission and distribution line, consisting of variable numbers of wires, and all necessary or desirable appurtenances (including towers, H-frames or poles made of wood, metal or other materials, telephone and telegraph wire, props and guys), at or near the location and along the general course now located and staked out by said Company, along, over, under, across and upon the following

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

All of a tract of land located in Section 70, Block N, G. & M. M. B. & A. Survey, Ward County, Texas, as fully described in Volume 174, Pages 396 and 397 in the Deed Records of Ward County, Texas.

The center line of an electric distribution line to be located as follows:

Beginning at a point 18 inches North of the South boundary line and in the East boundary line of said Section 70.

Thence in a Westerly direction a distance of 572 feet to a point which is in the West boundary line and 18 inches North of the South boundary line of said tract.

This land constitutes no part of a homestead.

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

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

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

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

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

Not more than 0 towers, 0 H-frames, 1 poles and 0 guy anchorages shall be erected along the course of said line unless the said Company, its successors or assigns, shall pay to me (us), my (our) heirs and legal representatives, at the

rate of One and No/100 Dollars (\$1.00) for each tower, H-frame, pole and guy anchorages erected in excess of said number, and upon such payment the said Company, its successors, or assigns, shall have the right and the right is hereby granted, to erect towers, H-frames, poles and guy anchorages along said course in excess of said number.

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

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

WITNESS BY hand this 23rd day of April 19 57

APPROVED AS TO FORM:
 DANTEY, HANGER, JOHNSON, BARBOURGH & GROSS

By [Signature]
 Company Agent or
 Employee Securing Easement:

[Signature] holding the title herein conveyed
 for the consideration paid therefor exceeds \$100.00.

THE STATE OF TEXAS
 COUNTY OF Ward

BEFORE ME, the undersigned authority, a Notary Public in and for
Ward County, Texas, on this day personally appeared John W. Watters

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 23rd day of April
 A. D. 19 57

[Signature]
 Notary Public
Ward County, Texas

Filed for Record on the 4 day of June A. D. 19 57 at 2:20 o'clock P. M.
 Duly Recorded this the 12 day of June A. D. 19 57 at 2:20 o'clock P. M.
 Instrument No. 1537

MARY M. CHILDS, County Clerk,
 Ward County, Texas

By [Signature] Deputy

by Ten W. Finley Deputy.

5-14-69

2-✓

EDD E. COX TO TESCO

DISTRIBUTION EASEMENT AND RIGHT-OF-WAY

2337

THE STATE OF TEXAS }
COUNTY OF WARD }

KNOW ALL MEN BY THESE PRESENTS:

That EDD E. COX

PREL. _____	FILE NUMBER _____
WA <u>4128097</u>	B <u>41019</u>

(herein referred to in the singular, whether one or more) of Ward County, Texas, for and in consideration of Eighty and No/100 Dollars (\$ 80.00) to me in hand paid by Texas Electric Service Company have granted, sold and conveyed and by these presents do grant, sell and convey unto the said Company, an easement of right-of-way for an electric distribution line, consisting of variable numbers of wires, and all necessary or desirable appurtenances (including poles made of wood, metal or other materials, telephone and telegraph wire, props, guys and anchorages), at or near the location and along the general course now located and staked out by said Company, along, over, under, across and upon the following described lands located in Ward County, Texas, to wit:

Being in Section 70, Block H, G&NB&A Survey, Ward County, Texas and which property is more particularly described in that certain deed recorded in Volume 105, Page 622, "Deed Records of Ward County, Texas", to which reference is hereby made.

An electric distribution line to be located and described as follows:
BEGINNING at a point in an existing electric distribution line, from said point the NW corner of Section 70 bears N52° 54' W, 2103 feet; S73° 30' W, 590 feet; N16° 30' W, 2489 feet; and from said beginning point a down guy extends S37° 06' E, 30 feet;

THENCE, from the beginning point, N37° 06' E, 330 feet to a point of guy anchorage.

This property does not constitute any part of a homestead.

Approved As To Form
CANNEY, HUNGER, GOUGH, CRAVENS & SCARBOROUGH
By _____

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

Together with the right of ingress and egress over my adjacent lands to or from said right-of-way for the purpose of inspecting, maintaining, constructing and removing said line and appurtenances; the right to relocate along the same general direction of said lines; the right to relocate said line in the same relative position to any adjacent road if and as such road is widened in the future; the right to lease pole space for the purpose of permitting others to string wire or other desirable appurtenances on said line; the right to prevent the construction of, for a distance of 5 feet on each side of the actual center of said line, any or all buildings, structures or other obstructions which, in the sole judgment of the Company, may endanger or interfere with the efficiency, safety, and/or convenient operation of said line and its appurtenances; and the right to trim or cut down trees or shrubbery within, but not limited to, said 10-foot space, to the extent, in the sole judgment of the Company, as may be necessary to prevent possible interference with the operation of said line or to remove possible hazard thereto.

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

And I do hereby bind myself, my 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 21st day of April 19 69

Company Agent or Employee Securing Easement:

Ed E. Cox
EDD E. COX

S. W. Ball

THE STATE OF TEXAS
COUNTY OF WARD

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

EDD E. COX

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 21st day of April A. D. 1969



Francis Gerald
Notary Public in and for Ward County, Texas

Filed for Record on the 23rd day of June A.D. 1969, at 1:35 o'clock P.M.

Duly Recorded this the 24th day of June A.D. 1969, at 1:00 o'clock P.M.

Instrument No. 2397

MARY M. CHILDS, County Clerk,
Ward County, Texas

By *W. H. Gentry* Deputy.

EASEMENT AND RIGHT-OF-WAY

THE STATE OF TEXAS,
COUNTY OF Ward

KNOW ALL MEN BY THESE PRESENTS:

PREPARED BY: 2-18-50-M
FILE NUMBER: E. 35788

2034

That Edd E. Cox

of Ward County, Texas, for and in consideration of Sixty and No/100

Dollars (\$ 60.00) to me (us) in hand paid by Texas Electric Service Company have granted, sold and conveyed and by these presents do grant, sell and convey unto the said Company, an easement of right-of-way for an electric transmission and distribution line, consisting of variable numbers of wires, and all necessary or desirable appurtenances (including towers, H-frames or poles made of wood, metal or other materials, telephone and telegraph wire, props and guys), at or near the location and along the general course now located and staked out by said Company, along, over, under, across and upon the following

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

Being S/2 of Section 70, Block N, GAMMA Survey, Ward County, Texas.

The centerline of an electric distribution line to be located as follows:

Beginning at the Northwest corner of the intersection of West Bowie Road and Yvonne Avenue.

Thence from said beginning point in a westerly direction a distance of 30 feet to an angle point, from which point a guy anchorage extends Southeasterly 30 feet and another guy anchorage extends westerly 30 feet;

Thence from said turning point in a Northwesterly direction, a distance of 650 feet.

This property constitutes no part of a homestead.

Approved As to Form

CARNEY, HANGER, GOODCH, CRAVENS & SCARBOROUGH

By: [Signature]

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

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

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

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

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

Not more than No towers, No H-frames, 3 poles and 3 guy anchorages shall be erected along the course of said line unless the said Company, its successors or assigns, shall pay to me (us), my (our) heirs and legal representatives, at the

rate of Ten and No/100 Dollars (\$ 10.00) for each tower, H-frame, pole and guy anchorage erected in excess of said number, and upon such payment the said Company, its successors, or assigns, shall have the right and the right is hereby granted, to erect towers, H-frames, poles and guy anchorages along said course in excess of said number.

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

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

WITNESS my hand this 31st day of March 1957.

Neither the value of the herein conveyed nor the consideration paid therefor exceeds \$100.00.

Edd E. Cox

Company Agent or Employee Securing Easement:

Monahans Check #270

THE STATE OF TEXAS

COUNTY OF Ward

BEFORE ME, the undersigned, a Notary Public in and for
County, Texas, on this day personally appeared Edd E. Cox



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 31st day of March

A. D. 1967

Jerry Calliswalle Jerry Calliswalle
Notary Public Ward County, Texas.

Filed for Record on the 16 day of May A.D. 1967, at 9:30 o'clock A.M.

Duly Recorded this the 5 day of June A.D. 1967, at 8:00 o'clock A.M.

Instrument No. 2034

MARY M. CHILDS, County Clerk,
Ward County, Texas

By Louis Robinson Deputy.

R/W - Edd Cox, et ux to Magnolia Pipe Line Co.

MPLCO-R/W CLS.
X-753

(7-50)

1995

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

County of Ward

That for and in consideration of Ten Dollars & other Consideration DOLLARS,

in hand paid, the receipt of which is hereby acknowledged, Edd Cox and wife

Dorothy Aline Estes Cox

hereinafter called GRANTOR (whether one or more), hereby grants and conveys to MAGNOLIA PIPE LINE COMPANY, a corporation organized under the laws of the State of Texas, with its principal office at Dallas, Texas, its successors and assigns, hereinafter called GRANTEE, the rights of way, easements and privileges to lay, repair, maintain, operate and remove pipe lines and replace existing lines with other lines, for the transportation of oil and gas, and the products thereof, water, or any other fluid or substance, together with such drips, valves, fittings, meters, and similar appurtenances as may be necessary or convenient to the operation of said lines, and to erect, repair, maintain, remove and operate electric lines, telegraph lines, telephone lines, graphite and steel anodes and other devices for the control of pipe line corrosion, over, across and through the following described property:

252.5 acre tract in Section 19, Public School Land Block B-19 located west of State Highway 18;

130.3 acre tract in Northwest part of Section 20, Public School Land Block B-19 located west of State Highway 18;

512.76 acre tract in Section 71, Block N, GMM BVA Survey, located west of State Highway 18, and Southwest of County Road;
 that portion of the SW 1/4 of Section 70, Block N, GMM BVA Survey located west or Southwest of County Road; all in Ward County, Texas,
 with ingress and egress to and from the same.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as the same shall be used for the purposes aforesaid, and Grantee hereby agrees to pay any damages which may arise to crops, timber, or fences from the use of said premises for such purposes.

Grantor covenants and agrees that he will not impound water or construct buildings or structures of any type whatsoever on the above described right of way strip (or within 25 feet of said pipe line or pipe lines where width of easement is not designated in description above). This shall be a covenant running with the land and shall be binding on Grantor, his heirs and assigns.

~~Should more than one pipe line be laid under this grant at any time One Dollar per rod shall be paid for each additional line so laid, besides the damage above provided for.~~

The rights of way, easements and privileges herein granted are each divisible and are each assignable or transferable, in whole or in part.

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

EXECUTED This 16th day of June A. D., 1964

Edd Cox
Dorothy Aline Estes Cox



ACKNOWLEDGMENT FOR HUSBAND AND WIFE

THE STATE OF TEXAS } BEFORE ME a Notary
 County of Ward } Public

of the County of Ward in the State of Texas, on this day personally appeared Edd Cox and Dorothy Aline Estes Cox his wife, both known to me (or proved to me on the oath of _____) 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. And the said Dorothy Aline Estes Cox wife of the said Edd Cox having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Dorothy Aline Estes Cox acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 16th day of June, A. D. 1964

(L. S.)

Priscilla E. Webb Notary Public
County of Ward Texas

Filed for Record on the 2 day of July A. D. 1964 at 1:22 o'clock P.M.

Duly Recorded this the 27 day of July A. D. 1964 at 3:25 o'clock P.M.

Instrument No. 1995

MARY M. CHILDS, County Clerk,
 Ward County, Texas

By: Luis Robinson Deputy

Dorothy Cox, et vir to Warren Petro. Corp.

3900

FORM A-TEN.

L. L. No. _____

Draft No. 3190

RIGHT OF WAY

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS (\$10.00), the receipt of which is hereby acknowledged, the undersigned, hereinafter called Grantor (whether one or more), does hereby grant unto WARREN PETROLEUM CORPORATION, a Delaware corporation, its successors and assigns, hereinafter called Grantee, the right to construct, maintain, inspect, operate, repair, replace, change the size of and remove a pipe line of ~~pipelines and appurtenances, including all independent~~ ~~XXXXXX~~ for the transportation of oil and gas and the products and by-products of each thereof and water and any other substance on, over and through the following described lands, of which Grantor warrants he is the owner, situated in

WARD County, State of Texas, to-wit:

512.76 acres out of Section 71, Block N, G & M.M.B. & A. Ry. Co. Survey,

232 acres out of Section 19, Block B-19, P.S.L., being that part of Section West of Highway 82,

130.3 acres out of the Northwest Quarter of Section 20, Block B-19, P.S.L.,

The North 266 acres of Section 22, Block B-19, P.S.L.

and

together with the right of ingress and egress to and from said line ~~and~~ for the purposes aforesaid.

Grantee may enter upon the above described premises for the purpose of surveying a route for its line ~~or lines~~. Grantee shall pay Grantor Two Dollars per rod for each rod of pipe line constructed hereunder. Any payment hereunder may be made direct to said Grantor or his successors in interest, or any one of them, or by depositing such payment to the credit of said Grantor or his successors in interest, or any one of them, in the ~~XXXXXXXXXXXXXXXXXX~~ Bank at ~~XXXXXXXXXXXXXXXXXX~~ or its successors or assigns.

Grantor shall have the right fully to use and enjoy the above described premises except as to the rights herein granted; and Grantor agrees not to construct any building or other structure over said pipe line ~~or lines~~. Any pipe line ~~or lines~~ constructed by Grantee across lands under cultivation shall be buried below plow depth. ~~Should more than one direction be constructed hereunder an additional consideration of the amount of the line to be constructed shall be paid to each direction for the first five feet.~~ Grantee agrees to pay Grantor for any damage to growing crops, timber, pasturage, fences or buildings of said Grantor resulting from the exercise of the rights herein granted, said damages, if not mutually agreed upon, to be ascertained by three disinterested persons, one appointed by Grantor, one by Grantee, and the third by the two so appointed, and the written award of such three persons shall be conclusive.

The rights herein granted may be assigned in whole or in part. This contract shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

The Right of Way granted herein shall be fifty (50) feet in width, being twenty-five (25) feet on either side of the center line as presently surveyed on the premises.

Dated this 3rd day of October, 19 62

Dorothy Cox
Edd Cox

JOINT ACKNOWLEDGMENT

THE STATE OF TEXAS,

County of Ward

BEFORE ME, Earnestine Marshall a Notary Public in and for said County and State, on this day personally appeared Edd Cox and Dorothy Cox

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 Dorothy Cox wife of the said Edd Cox, having been examined by me privily and apart from her husband and having the same fully explained to her, she, the said Dorothy Cox acknowledged such instrument to be her act and deed, and 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 5th day of October, A. D. 19 62

Earnestine Marshall
Notary Public

Filed for Record on the 1 day of November, A. D. 1962, at 1:10 o'clock P.M.

Duly Recorded this the 15 day of November, A. D. 1962, at 3:00 o'clock P.M.

Instrument No. 3900

MARY M. CHILDS, County Clerk,
Ward County, Texas

By W. D. Lindsey Deputy

WPC-316

1198

FORM 8-7EE.

L. L. No. 41-238; P/W 722
Draft No. 3525

RIGHT OF WAY

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS (\$10.00), the receipt of which is hereby acknowledged, the undersigned, hereinafter called Grantor (whether one or more), does hereby grant unto WARREN PETROLEUM CORPORATION, a Delaware corporation, its successors and assigns, hereinafter called Grantee, the right to construct, maintain, inspect, operate, repair, replace, change the size of and remove a pipe line ~~and appurtenances thereto, including pits to lines of way, and~~ for the transportation of oil and gas and the products and by-products of each thereof and water and any other substance on, over and through the following described lands, of which Grantor warrants he is the owner, situated in

WARD County, State of Texas, to-wit:

512.76 acres out of Section 71, Block N, G. & M.M.B. & A. Survey;
and,
232 acres out of Section 19, Block B-19, Public School Lands,
being that portion of Section 19 West of Highway 18

Provided however, that said pipe line shall be laid adjacent to and approximately parallel to Grantee's present pipe line on the premises, and provided further, that Grantee's Right of Way shall be fifty(50) feet in width

together with the right of ingress and egress to and from said line ~~except~~ for the purposes aforesaid.

Grantor shall have the right fully to use and enjoy the above described premises except as to the rights herein granted; and Grantor agrees not to construct any building or other structure over said pipe line ~~or line~~. Any pipe line ~~or line~~ constructed by Grantee across lands under cultivation shall be buried below plow depth. ~~Should any structure be constructed hereunder an~~ Grantee agrees to pay Grantor for any damage to growing crops, timber, pasturage, fences or buildings of said Grantor resulting from the exercise of the rights herein granted, said damages, if not mutually agreed upon, to be ascertained by three disinterested persons, one appointed by Grantor, one by Grantee, and the third by the two so appointed, and the written award of such three persons shall be conclusive.

The rights herein granted may be assigned in whole or in part. This contract shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Dated this 1st day of March, 1963

Edd E. Cox
Warren Petroleum Corporation

64

JOINT ACKNOWLEDGMENT

THE STATE OF TEXAS,
County of Ward

BEFORE ME, Ernestine Marshall, a Notary Public in and for said County and State, on this day personally appeared Edd E. Cox and Dorothy Aline Estes Cox 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 Dorothy Aline Estes Cox wife of the said Edd E. Cox, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Dorothy Aline Estes Cox acknowledged such instrument to be her act and deed, and 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 1st day of March, A. D., 1963
Ernestine Marshall
Notary Public

Filed for Record on the 8 day of April A. D. 1963, at 2:20 o'clock P.M.
Duly Recorded this the 9 day of April A. D. 1963, at 2:40 o'clock P.M.
Instrument No. 1198

MARY M. CHILDS, County Clerk,
Ward County, Texas
By L. W. Linley Deputy