

NO. CV-00461-24-08

EXPRESS H2O PIPELINE AND	§	IN THE DISTRICT COURT OF
ROW, LLC.,	§	
<i>Plaintiff</i>	§	
	§	
vs.	§	ANGELINA COUNTY
	§	
WESTLAKE CHEMICAL	§	
OPCO, LP.,	§	
<i>Defendant</i>	§	159th/217 <sup>th</sup> JUDICIAL DISTRICT

**PLAINTIFF'S FIRST AMENDED ORIGINAL PETITION**

COMES NOW, Express H2O Pipeline & ROW, LLC ("Express H2O"), Plaintiff, complaining of Westlake Chemical OPCO, LP ("Westlake"), and for cause of action would show the Court the following:

**DISCOVERY PLAN**

Plaintiff designates this matter for Discovery Plan Level 3 pursuant to Rule 190.4 of the *Texas Rules of Civil Procedure*.

**PARTIES**

Express H2O is a Texas Limited Liability Company with its principal place of business located at 410 Spyglass Road, McQueeney, Texas 78123. Express H2O owns real property interests which are subject to suit which are located in multiple Texas counties, including Angelina County.

Defendant, Westlake is a limited partnership doing business in Texas. Defendant, Westlake has principal office and principal place of business in Texas at 2801 Post Oak Blvd, Suite 600, Houston, Texas 77056. Defendant has previously made an appearance in this matter.

## JURISDICTION AND VENUE

This Court has jurisdiction over this matter, as the parties are either (1) a resident of Texas or (2) doing business in the State of Texas and the damages sought are within the jurisdictional limits of the Court.

Venue is proper in Angelina County, Texas, pursuant to *Texas Civil Practice & Remedies Code* Section 15.002 because all or a substantial part of the events or omissions giving rise to Plaintiffs' causes of action against Defendant occurred in Angelina County, Texas. Moreover, real property interests subject to this suit are located in Angelina County, Texas.

Pursuant to Rule 47 of the *Texas Rules of Civil Procedure*, Plaintiff seeks monetary relief of over \$1, 000, 000.00, excluding interest, statutory or punitive damages and penalties, and attorney's fees and costs, and non-monetary relief.

## FACTUAL BACKGROUND

Between 1907 and 1925, multiple landowners across East Texas, including Angelina and Nacogdoches Counties, conveyed exclusive pipeline rights for 67 miles of an unlimited number of lines, via easements/access agreements across their properties to Gulf Pipeline Company ("Gulf"), and its successors and assigns. The specific grants of such rights collectively included the following rights to have and to hold until "Gulf Pipeline Company, its successors and assigns, as long as the same shall be useful for the purposes of and desired..."<sup>1</sup>

1. The right to construct, maintain, operate pipelines, with the conveyance expressly noting grants for "as many" ... "additional pipelines over and over, through and upon same premises,"

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<sup>1</sup> See, e.g., 1907 to 1925 Gulf Easements granting exclusive pipeline rights to Gulf:  
<https://nacogdoches.tx.publicsearch.us/doc/20980554>  
<https://nacogdoches.tx.publicsearch.us/doc/20962188>  
<https://nacogdoches.tx.publicsearch.us/doc/20962187>  
<https://nacogdoches.tx.publicsearch.us/doc/20956254>  
<https://nacogdoches.tx.publicsearch.us/doc/20962180>  
<https://nacogdoches.tx.publicsearch.us/doc/20987303>

2. The right of ingress and egress to and from said tract of land for the purpose of “laying, maintaining, and restoring of said additional pipelines and for removing of same when desired...”
3. The right to “do whatever may be requisite for their construction, or for the enjoyment the right herein granted”
4. The right to convey “oil, gas, water, steam, or any other material or substance which can be conveyed through a pipeline.”
5. The right of “renewing” and “changing size of” pipelines in conjunction with the grant that Gulf, its successors and assigns “shall have the right to do whatever may be requisite for the enjoyment of the rights herein granted.”

In August of 2017, Black Duck Properties, LLC., (Black Duck) purchased the pipeline and all relevant easements and right of ways from Express Gas Pipeline, LP, Gulf’s successor in interest. On August 15, 2017, the conveying deed was filed in County Clerk Records of Nacogdoches County, Texas.<sup>2</sup> Black Duck later transferred such interests to KrisJenn Ranch LLC Series Pipeline ROW, which subsequently conveyed the interests to Express H2O on February 22, 2023.

In April of 2023, John Terrell, an agent acting on behalf of multiple gas producers, approached Larry Wright, the founder and manager of Express H2O, with an interest in purchasing the H2O Express Pipeline. Before committing to a sale discussion, Mr. Wright retained Roger Kirkland of Onward to assist in clarifying any issues along the Express H2O right-of-way. Mr. Terrell’s interest ended two weeks later after Mr. Wright advised him of Mr. Kirkland’s report of Westlake’s trespass and interference with the Express H2O right-of-way. More specifically, Mr. Kirkland advised that while researching Express H2O’s easements in Angelina County, he learned

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<sup>2</sup> See Exhibit 1 of Exhibit A, Affidavit of Larry Wright, attached hereto and incorporated herein.

from Angelina County landowner Perry Don Henson, Jr., that portions of Express H2O's pipeline that originally traversed his property had been removed from Express H2O's easement. Mr. Kirkland further advised that Westlake owned and operated a pipeline and multiple right-of-ways across parcels occupying the same right-of-ways owned by Express H2O on such parcels, including areas crossing Angelina County, which includes the property currently owned by Perry Don Henson, Jr., and Alazan Bayou WMA (located in Nacogdoches County), which is operated by Texas Parks & Wildlife Department.<sup>3</sup> Mr. Wright advised Mr. Terrell of the issues, and that they had to be resolved before Express H2O could entertain further discussions regarding a sale.

In July of 2023, Larry Wright contacted David Williams, a pipeline coordinator for Westlake, and discussed the situation with him. As part of this conversation, Mr. Wright advised him of his concern regarding the survey noted as "Exhibit B" attached Westlake's recorded easement reflecting that the Express H2O (formerly Gulf) line had been abandoned, which made no sense given that at all relevant times (1) there was plenty of public notice for the original surveyors to have known the Gulf pipeline was not an abandoned pipeline, (2) Texas Parks and Wildlife acquired Alazan Bayou WMA with exceptions to title showing the presence of the easement now owned by H2O Express, and (3) at all relevant times Express H2O's Pipeline interests still remained actively permitted with the Texas Railroad Commission. Further, Mr. Kirkland of Onward reported to Mr. Wright that a landowner along the easement advised that Westlake was not only using Express H2O's right-of-way, but also that Westlake and/or TPWD removed sections of Express H2O's pipeline. Upon Mr. Wright referencing potential litigation, Mr. Williams exclaimed, "Lordy, Lordy, if that is true, it will be time for me to retire."

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<sup>3</sup> See Exhibit 2 [TPWD to Westlake Easement filed on 11.3.2017] of Exhibit A.

Later, on two separate occasions in August of 2023, Mr. Wright spoke with Daniel Mangum, an agent of Buckeye Development & Logistics LLC. (“Buckeye”), the company that operates Westlake’s pipeline on behalf of Westlake. On the first call, Mr. Wright went into extended detail about the trespass and how Express H2O still owned that easement, noting that the first original but lapsed Mustang Easement was described as a miscellaneous easement versus a pipeline easement. Mr. Wright made his thoughts very clear that titling the instrument as “miscellaneous” created an inadequate reference in the Nacogdoches County Clerk Record, which is a fact backed up by Express H2O’s own title examiners. While Mr. Mangum did claim he had seen miscellaneous easements used before, Mr. Wright replied that miscellaneous easements are used for utility or road easements, not pipeline easements. On the second phone call, approximately a week later, Mr. Mangum discussed a proposal to solve the problem and agreed that purchasing was a good idea and would recommend it Westlake, agreeing the situation could be resolved and the possibility of mediation. After several email attempts to follow up, Mr. Williams simply referred Mr. Wright to another agent for Westlake and then later such agent referred Mr. Wright to legal counsel.

Given that Express H2O’s independent research showed that Texas Parks and Wildlife Department (TPWD) acquired Alazan Bayou WMA with exceptions to title showing the presence of the H2O Express easement, Plaintiff suspected that an open records request would uncover additional information, and more importantly, exactly where from and why Westlake’s easement would have included a survey incorrectly showing the Gulf lines as abandoned, which appears to have been generated for Mustang Pipeline and attached to a lapsed easement well over 20 years before TPWD and Westlake’s unlawful attempt to transfer property interests.

Of particular note, Express H2O and its counsel learned of the following:

- a. On 1.17.17, Dennis Gissell, of TPWD emailed to himself Easement Exhibits A and B, which do not include the 1996 Mustang Exhibit. (Showing Lines Marked Abandoned.)<sup>4</sup>
- b. On 1.17.17 [only seconds later] Dennis Gissell emailed himself the same Easement Exhibits A and B, which do not include the 1996 Mustang Exhibit.<sup>5</sup>
- c. Only a day later on 1.18.17, Dennis Gissell emails Sweeney of Texas Parks now enclosing a new Exhibit, the 1996 Mustang Exhibit, noting it as the "new Exhibit B."<sup>6</sup>

There is no explanation provided as to why Mr. Gissell switched out Exhibit B to a survey that inaccurately shows Express H2O's line as abandoned. Such survey appears to have replaced Westlake's original Exhibit B during the drafting process and became of record upon the filing of TPWD and Westlake's unlawful attempt to transfer property interests on 11.3.2017, which is over 2.5 months following Black Duck's recording of the conveyance of the Gulf pipeline with the Nacogdoches County Clerk.

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- d. 9.7.23 to 9.12.23 Email String<sup>7</sup>: This email is an email forward from Lowell Sykes of Larry Wright's 9.7.23 email where Mr. Sykes notes: "I'd like to address the statements that Mr. Wright makes below." "we are still investigating this issue and we certainly have not assigned blame." Mr. Gissell later notes internally to TPWD on the string that he is not talking to either party without guidance from legal.
- e. 9.8.23 to 9.12.23 Email String<sup>8</sup> This string begins as a forward of Larry Wright's 9.8.23 Email to Dennis Gissell. Of particular note is the following commentary:
  - 1. 9.11.23 Stephen Lange, Regional Director of Wildlife Division states, "I don't think we ever denied the existence of a pipeline or easement, but their [H2O's] ownership history far supersedes TPWD ownership."
  - 2. 9.12.2023 David Stan, TPWD Project Manager, notes "Dennis [Gissell] and I researched this back to the early 1900's in mid-July...." "It is a mess to say the least. TPWD inherited the mess..."

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<sup>4</sup> See Exhibit 3 attached to Exhibit A.

<sup>5</sup> See Exhibit 4 attached to Exhibit A.

<sup>6</sup> See Exhibit 5 attached to Exhibit A.

<sup>7</sup> See Exhibit 6 attached to Exhibit A.

<sup>8</sup> See Exhibit 7 attached to Exhibit A.

During his independent investigation, Mr. Wright spoke with Dennis Gissell sometime in the first week of September of 2023. However, Mr. Gissell did not disclose to Mr. Wright (1) what appears now to be his curious role in providing an incorrect survey as an attachment to the easement between Westlake and TPWD or (2) why Westlake would agree to using such survey as an exhibit to the easement document without objection given the agreement of record between Westlake and TPWD includes an acknowledgement that Westlake is "not relying upon any representation, warranty, statement or other assertion of grantor" [TPWD] and advises Westlake, as the grantee, to examine land records and perform its own title search.<sup>9</sup>

Currently, the agreement between TPWD and Westlake terminates on December 31, 2027, as such agreement does not confer any perpetual rights; however, decades before the execution of the TPWD/Westlake agreement TPWD's predecessor in interest granted perpetual, unlimited, exclusive, and assignable pipeline rights to Gulf, which Express H2O later acquired. Given either the gross error or intentional act giving rise to the attempted transfer of Express H2O's exclusive pipeline rights, which were of record decades before any agreement between TPWD and Westlake (and its predecessors in interest), any agreement procured by such acts must at minimum be the result of a mutual mistake or potentially the product of fraud. Indeed, in said attempted transfer both TPWD and Westlake agreed and acknowledged that "the use of the term 'grant' in no way implies that the easement granted herein is free of liens, encumbrances, and/or prior rights."<sup>10</sup>

### INJUNCTIVE RELIEF

Plaintiff incorporates all allegations made in this Petition into this section by reference

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<sup>9</sup> See Exhibit 2 attached to Exhibit A.

<sup>10</sup> See *id.*, Section 1.03 [pp. 2].

Defendant has been advised of its interference, yet it continues to interfere with and deny Plaintiff full use and enjoyment of Plaintiff's exclusive easement rights. Unless restrained by this Court from doing so, and because future damages resulting therefrom cannot be ascertained, Plaintiff will suffer irreparable harm for which there is no adequate remedy at law. Furthermore, given that such acts which give rise to Plaintiff's causes of action set forth below are prejudicial to Plaintiff and in violation of its exclusive easement rights, Plaintiff is entitled to a writ of injunction under the principles of equity, as irreparable injury to real or personal property is threatened, irrespective of any remedy at law. In that regard, Plaintiff requests the Court to immediately enjoin Westlake from (1) continued operation of its pipeline and (2) agreeing with, or agreeing to renew any agreement with TPWD, which would be violative of Plaintiff's rights easements rights, which are the subject of this litigation.

#### CAUSE OF ACTION: DECLARATORY RELIEF

Plaintiff incorporates all allegations made in this Petition into this section by reference.

Plaintiff seeks judicial determination of the rights of the respective parties as they relate to their respective easements. More specifically, Plaintiff seeks for this Court to declare (1) the grants from the servient estate holders' predecessors in interest conveyed exclusive pipeline rights to Express H2O's predecessor in interest within the applicable easements and/or rights-of-ways, (2) valid and active all Express H2O's rights as they relate to any easements and/or right-of-ways on Express H2O's line, despite any trespass or interference by Defendant, (3) declare void any rights exercised by Westlake in interference of Express H2O's exclusive pipeline rights, and (4) declare void any transfers of pipeline rights within Express H2O's easements or rights that otherwise interfere with Express H2O's exclusive pipelines rights.



Furthermore, given that such acts which give rise to this cause of action are prejudicial to Plaintiff and in violation of its exclusive easement rights, Plaintiff is entitled to a writ of injunction under the principles of equity, as irreparable injury to real or personal property is threatened, irrespective of any remedy at law. In that regard, Plaintiff requests the Court to immediately enjoin Westlake from (1) continued operation of its pipeline and (2) agreeing with, or agreeing to renew any agreement with TPWD, which would be violative of Plaintiff's rights easements rights, which are the subject of this litigation.

#### CAUSE OF ACTION: TRESPASS

Plaintiff incorporates all allegations made in this Petition into this section by reference.

Plaintiff brings a cause of action against Defendant for trespass alleging that Defendant and/or its predecessor in interest entered and/or caused the entry in the right of way and interference with the property rights of Plaintiff without consent or authorization and in some instances, removed Express H2O's pipeline.

Furthermore, given that such acts which give rise to this cause of action are prejudicial to Plaintiff and in violation of its exclusive easement rights, Plaintiff is entitled to a writ of injunction under the principles of equity, as irreparable injury to real or personal property is threatened, irrespective of any remedy at law. In that regard, Plaintiff requests the Court to immediately enjoin Westlake from (1) continued operation of its pipeline and (2) agreeing with, or agreeing to renew any agreement with TPWD, which would be violative of Plaintiff's rights easements rights, which are the subject of this litigation.

#### CAUSE OF ACTION: CONVERSION

Plaintiff incorporates all allegations made in this Petition into this section by reference.

Further, and in the alternative, Defendant, without authorization, by the tortious removal, of certain portions of Express H2O's pipeline, wrongfully assumed and exercised of dominion and control over the personal property (the pipe) of Plaintiff to the exclusion of, or inconsistent with, the Plaintiff's rights as owner.

#### DAMAGES FOR INTENTIONAL TORTS OF TRESSPASS AND CONVERSION

Plaintiff incorporates all allegations made in this Petition into this section by reference.

Plaintiff seeks to recover its actual damages for Defendant's trespass and conversion, including damages to Plaintiff's real property interests and the value of Plaintiff's property that Defendant removed and converted.

In trespassing on Plaintiff's right of way and/or converting Plaintiff's property, Defendant acted with malice and/or gross negligence. Therefore, Plaintiff is entitled to recover exemplary/punitive damages.

#### CAUSE OF ACTION: TORTIOUS INTERFERENCE

Plaintiff incorporates all allegations made in this Petition into this section by reference.

Plaintiff brings a cause of action for tortious interference with an existing contract as: 1) Plaintiff is a party to multiple existing contract(s)[easements] subject to interference; 2) Westlake willfully and intentionally acted in interference with such contracts[easements]; 3) proximately causing injury and damages to Plaintiff.

Furthermore, given that such acts which give rise to this cause of action are prejudicial to Plaintiff and in violation of its exclusive easement rights, Plaintiff is entitled to a writ of injunction under the principles of equity, as irreparable injury to real or personal property is threatened, irrespective of any remedy at law. In that regard, Plaintiff requests the Court to immediately enjoin Westlake from (1) continued operation of its pipeline and (2) agreeing with, or

agreeing to renew any agreement with TPWD, which would be violative of Plaintiff's rights easements rights, which are the subject of this litigation.

#### CAUSE OF ACTION: NUISANCE

Defendant Westlake's operation of its pipeline is an intentional or negligent nuisance, as the effect of the Westlake's conduct (including but not limited to the type and manner of materials transported by its interfering pipeline) is a substantial and unreasonable interference, causing substantial harm to the economic value of Express H2O's easement, preventing unrestricted use and enjoyment of its exclusive rights to operate, construct, renew, maintain, renew, and change the size of as many pipelines as they may desire within the applicable right-of-ways.

Furthermore, given that such acts which give rise to this cause of action are prejudicial to Plaintiff and in violation of its exclusive easement rights, Plaintiff is entitled to a writ of injunction under the principles of equity, as irreparable injury to real or personal property is threatened, irrespective of any remedy at law. In that regard, Plaintiff requests the Court to immediately enjoin Westlake from (1) continued operation of its pipeline and (2) agreeing with, or agreeing to renew any agreement with TPWD, which would be violative of Plaintiff's rights easements rights, which are the subject of this litigation.

#### CAUSE OF ACTION: SUIT TO QUIET TITLE

Plaintiff has the legal and equitable title to the exclusive pipeline interests. Defendant has no legal or equitable color of title to the pipeline interests. The servient estate holders' and their predecessors in interest had and have no authority to grant the exclusive pipeline interests previously granted by their predecessor in interest to Gulf. Yet, Defendant claims title and/or a general possessory interest in Plaintiff's exclusive pipeline interests. Indeed, Defendant has filed a counterclaim in this action claiming ownership of Plaintiffs' Property outside of the recorded

easement. Plaintiff requests the Court find that Plaintiff is the rightful owner of the exclusive pipeline rights, and that Defendant's claim of pipeline rights is void, invalid, or unenforceable.

Furthermore, given that such acts which give rise to this cause of action are prejudicial to Plaintiff and in violation of its exclusive easement rights, Plaintiff is entitled to a writ of injunction under the principles of equity, as irreparable injury to real or personal property is threatened, irrespective of any remedy at law. In that regard, Plaintiff requests the Court to immediately enjoin Westlake from (1) continued operation of its pipeline and (2) agreeing with, or agreeing to renew any agreement with TPWD, which would be violative of Plaintiff's rights easements rights, which are the subject of this litigation.

#### CAUSE OF ACTION: UNJUST ENRICHMENT

Defendant has benefited from the use of and interference with Plaintiff's exclusive pipeline interests, without reimbursement commensurate with such use, profits, benefit and/or enrichment received by Defendant, and Defendant will be unjustly enriched if allowed to retain the use, profits, benefit and/or enrichment from same. More specifically, the profits gained from actively interfering and removal of Express H2O's pipeline serve to unjustly enrich Defendant.

#### ATTORNEY'S FEES

As a result of the actions of Defendant, it was necessary for Plaintiff to retain the attorney whose name is signed hereto to prosecute this suit to the final judgment and Plaintiff has agreed to pay said attorney a reasonable attorney's fee, thereby entitling Plaintiff to recover its attorney's fees, costs and expenses, in addition to his claims.

Plaintiff seeks to recover its attorney's fees, costs and expenses pursuant to the *Texas Declaratory Judgment Act* and the recovery of such fees would be equitable and just. *See* Tex. Civ. Prac. & Rem. Code § 37.009.

### AMENDMENTS

Plaintiff reserves the right to amend this petition, to file additional claims, to name additional parties, and to seek other relief to which Plaintiff may be entitled.

### RULE 193.7 NOTICE

Pursuant to Rule Pursuant to Rule 193.7 of the Texas Rules of Civil Procedure, Plaintiff hereby gives actual notice to Defendant that any and all documents produced by Defendant may be used against said Defendant at any pretrial proceeding and/or at the trial of this matter without the necessity of authenticating the documents.

### PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiff requests that Defendant be cited to appear and answer and that on final hearing hereof, the Court render judgment against Defendant for the following:

- a. declare (1) the grants from the servient estate holders' predecessors in interest conveyed exclusive pipeline rights to Express H2O's predecessor in interest within the applicable easements and/or rights-of-ways, (2) valid and active all Express H2O's rights as they relate to any easements and/or right-of-ways on Express H2O's line, despite any trespass or interference by Defendant, (3) declare void any rights exercised by Westlake in interference of Express H2O's exclusive pipeline rights, and (4) declare void any transfers of pipeline rights within Express H2O's easements or rights that otherwise interfere with Express H2O's exclusive pipelines rights to Westlake on the basis of fraud and or mutual mistake;
- b. A finding that Plaintiff is the rightful owner of the exclusive pipeline rights, and that Defendant's claim exclusive pipeline rights is void, invalid, or unenforceable;
- c. The lost market value for the highest and best use of Express H2O's exclusive pipeline interests, loss of potential earnings;
- d. Court costs;

STATE OF TEXAS

COUNTY OF Comal

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**AFFIDAVIT OF LARRY WRIGHT**

**BEFORE ME**, the undersigned authority, on this day personally appeared Larry Wright, who swore on oath that the following facts are true:

"My name is Larry Wright. I am of sound mind, and fully competent to make this affidavit. I have personal knowledge of the facts stated herein, and they are all true and correct.

I am the founder and manager of Express H2O Pipeline & Row, LCC, ("Express H2O"). Express H2O owns an approximately 67-mile pipeline (originally owned and operated by Gulf) and the easements/access agreements relating to same. In August of 2017, Black Duck Properties, LLC., (Black Duck) purchased the pipeline from Express Gas Pipeline, LP, Gulf's successor in interest. On 8.15.2017, the conveying deed was filed in County Clerk Records of Nacogdoches County, Texas. (See Exhibit 1.) Black Duck later transferred such interests to KrisJenn Ranch LLC Series Pipeline ROW, which subsequently conveyed interests to Express H2O in 2.22.23.

In April of 2023, John Terrell, an agent acting on behalf of multiple gas producers, approached me with an interest in purchasing the H2O Express Pipeline. Before committing to a sale discussion, I retained Roger Kirkland of Onward to assist in clarifying any issues along the Express H2O right-of-way. Mr. Terrell's interest ended two weeks later after I advised him of Mr. Kirkland's report to me of trespass and interference with the Express H2O right-of-way. More specifically, Mr. Kirkland advised me that Westlake Chemical OpCo LP ("Westlake") owned and operated a pipeline and multiple right-of-ways across parcels occupying the same right-of-ways owned by Express H2O on such parcels, including an area crossing Alazan Bayou WMA, which is operated by Texas Parks & Wildlife Department. (See Exhibit 2, TPWD to Westlake Easement

- e. prejudgment and post-judgment interest at the maximum legal rate provided by law;
- f. equitable and just and/or reasonable and necessary attorney's fees incurred by Plaintiffs; and
- g. Such other and further relief, both general and special, legal and equitable, to which Plaintiffs may show themselves justly entitled, including but not limited to enjoining Westlake from (1) continued operation of its pipeline and (2) agreeing with, or agreeing to renew any agreement with TPWD, which would be violative of Plaintiff's rights easements rights, which are the subject of this litigation.

Respectfully submitted,

/s/ Bailey Wingate  
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filed on 11.3.2017). I advised Mr. Terrell of the issues, and that they had to be resolved before I could entertain further discussions regarding a sale.

In July of 2023, I contacted David Williams, a pipeline coordinator for Westlake and discussed the situation with him. As part of this conversation, I advised him of my concern regarding the survey noted as "Exhibit B" attached Westlake's recorded easement reflecting that the Express H2O (formerly Gulf) line had been abandoned, which made no sense given that at all relevant times (1) there was plenty of public notice for the original surveyors to have known the Gulf pipeline was not an abandoned pipeline (2) Texas Parks and Wildlife acquired Alazan Bayou WMA with exceptions to title showing the presence of the easement now owned by H2O Express easement, and (3) at all relevant times Express H2O's Pipeline interests still remained actively permitted with the Texas Rail Road Commission. Further, given that Mr. Kirkland of Onward reported to me that a landowner along the easement advised that Westlake was not only using Express H2O's right-of-way, but also that Westlake and/or TPWD removed sections of Express H2O's pipeline, I advised Mr. Williams that if the matter could not be resolved, I would be seeking injunctive relief. Following that statement, he exclaimed, "Lordy, Lordy, if that is true, it will be time for me to retire." I followed up with him shortly thereafter for a status, and he advised that they were taking me seriously and still trying to get information.

On two separate occasions in August of 2023, I spoke with Daniel Mangum, an agent of Buckeye Development & Logistics LLC. ("Buckeye"). Buckeye is the company that operates Westlake's pipeline on behalf of Westlake. I would later learn that Mr. Mangum's job duties with Buckeye included managing original land records and managing the creation, preparation, negotiation, execution, recording, and filing of all right-of-way documentation.

Our initial phone call involved many general questions, such as how long he had worked

for Buckeye and his job duties. He advised he had been working for Buckeye for approximately twelve years. I asked him if he was aware of the Texas Parks tract in Nacogdoches County and the possible trespass. He instead asked me to explain.

I went into extended detail about the trespass and how Express H2O still owned that easement. We talked about why the first original Mustang (Westlake's predecessor in interest) Easement was described as a miscellaneous easement versus a pipeline easement. I made my thoughts very clear that titling the instrument as "miscellaneous" created an inadequate reference in the Nacogdoches County Clerk Record, which is a fact backed up by my own title examiners. Mr. Mangum did claim he had seen miscellaneous easements used before. However, I replied that miscellaneous easements are used for utility or road easements, not pipeline easements.

On the second phone call, approximately a week later, Mr. Mangum asked me what my proposal was to solve the problem. I responded that the easiest way was to just buy that portion of the pipeline and right-of-way. He asked, "What price I was talking about?" I'm not sure I gave an amount; however, Mr. Mangum did respond he thought purchasing was a good idea and would recommend it Westlake. He agreed that we could resolve the situation and discussed the possibility of mediation. That's the last call Mr. Mangum would take from me.

Later, after email attempts to follow up again with Mr. Williams, he referred me to Lowell Sykes, Olefin Manager for Westlake. I spoke with him on September 6, 2023, regarding the same issues I discussed with Mr. Williams and Mr. Mangum. On that same day, Mr. Sykes sent me a follow up email and noted that it would be best for my counsel to reach out to Westlake's counsel (Joel Iglesias) "to explain the details of the situation so we do a more thorough investigation of the facts."

Since that time, I directed my counsel to investigate further and obtain records from the

Texas Parks and Wildlife Department. Since Texas Parks and Wildlife acquired Alazan Bayou WMA with exceptions to title showing the presence of the H2O Express easement, we suspected that an open records request would uncover additional information, and more importantly, exactly where from and why Westlake's easement would have included a survey incorrectly showing Gulf lines as abandoned, which appears to have been generated for Mustang Pipeline well over 20 years before the TPWD to Westlake grant of an easement.

Of particular note, my counsel learned the following, of which I have reviewed in detail for the purposes of this affidavit:

- a. On 1.17.17, Dennis Gissell, of TPWD emailed to himself Easement Exhibits A and B, which do not include the 1996 Mustang Exhibit. (Showing Lines Marked Abandoned.) (See Exhibit 3)
- b. On 1.17.17 [only seconds later] Dennis Gissell emailed himself the same Easement Exhibits A and B, which do not include the 1996 Mustang Exhibit. (See Exhibit 4)
- c. Only a day later on 1.18.17, Dennis Gissell emails Sweeney of Texas Parks now enclosing a new Exhibit, the 1996 Mustang Exhibit, noting it as the "new Exhibit B." (See Exhibit 5) There is no explanation provided as to why Mr. Gissell switched out Exhibit B to a survey that inaccurately shows Express H2O's line as abandoned. Such survey appears to have replaced Westlake's original Exhibit B during the drafting process, and became of record upon the filing of the TPWD/Westlake Easement on 11.3.2017, which is over 2.5 months following Black Duck's recording of the conveyance of the Gulf pipeline with the Nacogdoches County Clerk.  
.....
- d. 9.7.23 to 9.12.23 Email String (See Exhibit 6): This email is an email forward from Lowell Sykes of my 9.7.23 email where Mr. Sykes notes: "I'd like to address the statements that Mr. Wright makes below." "we are still investigating this issue and we certainly have not assigned

blame." Mr. Gissell later notes internally to TPWD on the string that he is not talking to either party without guidance from legal.

e. 9.8.23 to 9.12.23 Email String (See Exhibit 7): This string begins as an email forward of my

9.8.23 Email to Dennis Gissell. Of particular note is the following commentary:

1. 9.11.23 Stephen Lange, Regional Director of Wildlife Division states, "I don't think we ever denied the existence of a pipeline or easement, but their [H2O's] ownership history far supersedes TPWD ownership."
2. 9.12.2023 David Stan, TPWD Project Manager, notes "Dennis [Gissell] and I researched this back to the early 1900's in mid-July...." "It is a mess to say the least. TPWD inherited the mess..."


Regarding Mr. Gissell, I spoke with him sometime in the first week of September of 2023. However, he did not disclose to me (1) what appears now to be his curious role in providing an incorrect survey as an attachment to the easement between Westlake and TPWD or (2) why Westlake would agree to using such survey as an exhibit to the easement without objection. Further, I suspect TPWD performed the research cited in David Stan's email (d.2) given Mr. Kirkland's continued efforts to obtain information from TPWD without success.

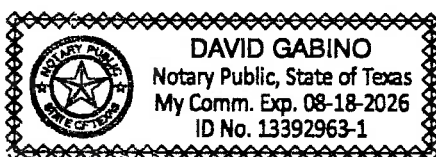
Bailey Wingate and his staff assisted in typing portions of this affidavit and did so based on information that I communicated to him and his associate on several occasions. I have personally reviewed the statements in this affidavit and attest such statement (1) are true to the best of my knowledge and (2) accurately reflect my personal knowledge of the facts stated."

SIGNED on 7.23, 2024.

  
Larry Wright, Affiant

SUBSCRIBED AND SWORN TO BEFORE ME on 7-23, 2024, by  
Larry Wright.

  
\_\_\_\_\_  
Notary Public, State of Texas



Nacogdoches County  
June Clifton  
Nacogdoches County Clerk  
Nacogdoches, Texas 75961



70 2017 00006123

Instrument Number: 2017-6123

As

Recorded On: August 15, 2017

Recording

Parties: EXPRESS GAS PIPELINE LP

Billable Pages: 33

To BLACK DUCK PROPERTIES LLC

Number of Pages: 34

Comment: CC OF DEED CONV & ASSGN

( Parties listed above are for Clerks reference only )

**\*\* THIS IS NOT A BILL \*\***

Recording	154.00
Total Recording:	154.00

\*\*\*\*\* DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 2017-6123  
Receipt Number: 119558  
Recorded Date/Time: August 15, 2017 12:55:58P  
Book-Vol/Pg: BK-OPR VL-4631 PG-232  
User / Station: J Allen - Cashier Station 01

**Record and Return To:**

BLACK DUCK PROPERTIES LLC  
C/O MR LARRY WRIGHT  
410 SPYGLASS ROAD  
MCQUEENEY TX 78123



I hereby certify that this instrument was filed on the date  
and time stamped here on and was duly recorded in the  
Official Public Records in Nacogdoches County, Texas

JUNE CLIFTON  
NACOGDOCHES COUNTY CLERK

Exhibit 1



**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY (THIS) INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER**

**DEED, CONVEYANCE AND ASSIGNMENT**

KNOW ALL MEN BY THESE PRESENTS THAT:

I.

THE EXPRESS GAS PIPELINE, LP, a limited partnership organized and existing under the laws of the State of Texas, with its principal office at 6034 West Courtyard Drive, Suite 205, Austin, Texas 78730 (hereinafter sometimes called "Express"), acting by and through its sole general partner The Express Pipeline Connection, LLC and in consideration of the sum of Ten and No/100 Dollars (\$10.00) cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has sold, transferred, assigned, and by these presents does bargain, sell, transfer assign, convey, and deliver unto BLACK DUCK PROPERTIES, LLC with its principal office at 410 Spyglass Road, McQueeney, Texas 78123, all of the following described pipeline system and related facilities (the P-21 Pipeline), rights-of-way, easements and permits, leases, and other rights and properties described herein situated in the State of Texas, that Express acquired by Deed, Conveyance and Assignment from TE Products Pipeline Company, Limited Partnership (TEPCO) to Lancer Resources Company recorded at Volume 742, page 72 of the Real Property Records, Shelby County, Texas; at Volume 824, page 29 of the Real Property Records of Nacogdoches, Texas; and at Volume 889, page 40 of the Official Public Records of Angelina County, Texas and by Correction Deed, Conveyance and Assignment from Lancer Resources, L.P., a Limited Partnership to The Express Gas Pipeline, LP, a Limited Partnership, recorded as document number 2009-00252651 of the Official Public Records of Angelina County, Texas; recorded as document number 133189 recorded in Volume 3001, page 80 of the Real Property Records of Nacogdoches County, Texas; at Volume 2911, page 596 of the Real Property Records of Rusk County, Texas; and as document number 2009000958 of the Real Property Records, Shelby County, Texas, (collectively herein referred to as the "Express Pipeline"); to-wit:

I do hereby certify this to be a true copy of the attached document filed and recorded in Shelby County, TX, as evidenced in Instrument 2017002756.

WITNESS MY HAND AND OFFICIAL SEAL, THIS August 15, 2017. Jennifer L. Fountain, County Clerk

*Machelle Latham*  
Deputy

PIPELINE SYSTEM AND RELATED FACILITIES

All of the following described pipelines, taps and other facilities owned by Express Pipeline:

- 1. Approximately 64.97 miles (more or less) of 8" nominal outside diameter pipeline and appurtenances that is located generally as set forth in the immediately following paragraph 2 and is depicted on the line drawing attached as Exhibit "A" and by this reference made a part hereof.
- 2. 8" PIPELINE FROM LUFKIN TO TEXAS/LOUISIANA STATE LINE

COMMENCING at a point within Gulf Refining Company's Lufkin Station Site in the Vincinti Mitchell Survey, Angelina County, Texas, as described by easement, recorded in Volume 236, Page 584, of the Deed Records of said County and State;

THENCE running generally in a northeasterly direction in Angelina County, Texas, a distance of approximately 2.39 miles to a point on the West Bank of the Angelina River on property now or formerly owned by Mrs. W. E. Massengill in the Goguett Survey, as described by the easement recorded in Volume 63, Page 160, of the Deed records of said County;

THENCE crossing the Angelina River in an easterly direction, leaving Angelina County, Texas and entering Nacogdoches County, Texas, to a point on the East Bank of said Angelina River on property now or formerly owned by Mrs. S. C. Parrott, et. Al., as described by easement recorded in Volume 74, Page 107, of the Deed Records of said Nacogdoches County;

THENCE running generally in a northeasterly direction across Nacogdoches County, Texas, a distance of approximately 30 miles to a point on the County line between Nacogdoches and Rusk Counties, Texas and on the north line of property now or formerly owned by J. Kelly as described by easement recorded in Volume 74, Page 38, of the Deed Records of Nacogdoches County, Texas;

THENCE entering Rusk County, Texas at a point on the south line of property now or formerly owned by Spencer Eliot Brick Company, as described by easement recorded in Volume 67, Page 183, of the Deed Records of Rusk County, Texas;

THENCE running generally in a northeasterly direction across Rusk County, Texas, a distance of approximately 6.46 miles to a point on the West Bank of the Attoyac River on property now or formerly owned by

Mrs. M. L. Moore, as described by easement recorded in Volume 67, page 130, of the Deed Records of Rusk County, Texas;

THENCE crossing the Attoyac River, leaving Rusk County, Texas and entering Shelby County, Texas, to a point on the East Bank of said Attoyac River.

THENCE entering Shelby County, Texas at a point on the south or west line of property now or formerly owned by Gulf Refining Company as described by easement recorded in Volume 381, Page 347 of the Deed Records of Shelby County, Texas;

THENCE continuing in an easterly direction to property now or formerly owned by Texas Eastern Transmission Corporation as described in Deed recorded in Volume 381, Page 344 of the Deed Records of Shelby County, Texas;

COMMENCING at a point on the south or west line of property now or formerly owned by J. M. Whiteside, as described by easement recorded in Volume 79, Page 543, of the Deed Records of Shelby County, Texas;

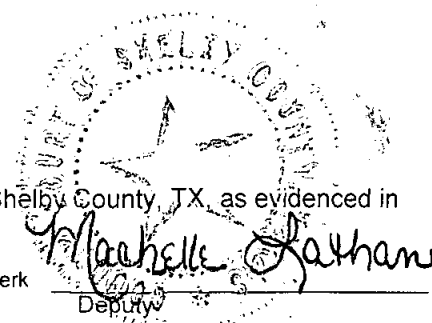
THENCE running generally in an easterly direction across Shelby County, Texas, a distance of approximately 28 miles to a point on the West Bank of the Sabine River on property now or formerly owned by J. T. Caldwell as described by easement recorded in Volume 131, Page 497, of the Deed Records of Shelby County, Texas.

#### RIGHTS-OF-WAY, EASEMENTS AND PERMITS

All rights-of-way, easements, permits, privileges, grants and consents of Express for the construction, laying, maintenance, operation and removal of pipeline facilities in the State of Texas as set forth on Exhibits "B-1" through "B-6" attached hereto and by this reference made a part hereof.

#### II.

TO HAVE AND TO HOLD all of the above-described premises, rights and properties, together with all and singular the rights, privileges, hereditaments and appurtenances belonging to or in any way appertaining to any or all of the premises, rights or properties hereinabove described and conveyed, unto Black Duck Properties, LLC, its successors and assigns forever; and The Express Gas Pipeline, LP, does hereby bind itself and its successors to warrant specially and forever defend the same unto said Black Duck Properties, LLC, its successors and assigns, against every person whomsoever claiming or to claim the same, or any part thereof, by, through or under The Express Gas Pipeline, LP, but not otherwise. This Deed, Conveyance and Assignment and all conveyances and transfers hereunder shall be subject to all liens, mortgages, taxes





(except ad valorem taxes) restrictions, leases (both surface use; and oil, gas and mineral leases), easements, rights-of-way, licenses, exceptions, reservations, outstanding interests and other conditions of title or encumbrances of whatever nature, to the extent such matters are of record in Angelina, Nacogdoches, Rusk and Shelby Counties, in Texas and to all matters that are a current survey or visual inspection would reflect.

III.

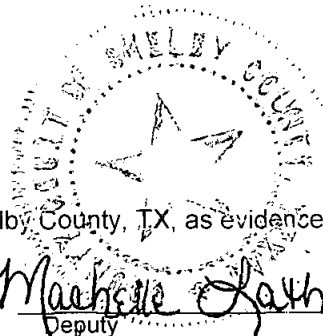
The Express Pipeline is hereby sold, transferred, assigned, conveyed and delivered to Black Duck Properties, LLC without recourse (even as to the return of the purchase price), and without covenant or warranty of any kind, express, implied, or statutory except as otherwise provided in said Purchase Agreement. WITHOUT LIMITATION OF THE GENERALITY OF THE IMMEDIATELY PRECEEDING SENTENCE AND IN ADDITION TO ANY DISCLAIMERS SET FORTH IN THE PURCHASE AND SALE AGREEMENT, THE EXPRESS GAS PIPELINE, LP HEREBY (i) EXPRESSLY DISCLAIMS AND NEGATES ANY REPRESENTATION OF ANY WARRANTY, EXPRESS, IMPLIED AT COMMON LAW, BY STATUTE OR OTHERWISE, RELATING TO (A) THE CONDITION, PURPOSE, DESIGN, QUALITY, PERFORMANCE, EXISTENCE, CLASS, CERTIFICATE, MAINTENANCE, SPECIFICATION, ABSENCE OF LATENT DEFECTS, OR ANY OTHER MATTER WHATSOEVER OF THE SUBJECT ASSETS (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, OR OF FITNESS FOR A PARTICULAR PURPOSE) OR (B) ANY INFRINGEMENT BY THE EXPRESS GAS PIPELINE, LP OR ANY OF ITS AFFILIATES ON ANY PATENT OR PROPERTY RIGHT OF ANY THIRD PARTY; AND (ii) NEGATES ANY RIGHTS OF BLACK DUCK PROPERTIES, LLC UNDER STATUTES OR AT COMMON LAW TO CLAIM DIMINUTION OF CONSIDERATION AND ANY CLAIMS BY BLACK DUCK PROPERTIES, LLC FOR DAMAGES BECAUSE OF REDHIBITORY VICES OR DEFECTS, WHETHER KNOWN OR UNKNOWN, IT BEING THE INTENTION OF BLACK DUCK PROPERTIES, LLC AND THE EXPRESS GAS PIPELINE, LP THAT THE SUBJECT ASSETS ARE TO BE CONVEYED IN THEIR PRESENT CONDITION AND STATE OF REPAIR OR DISREPAIR.

IV.

IN WITNESS WHEREOF, this Deed, Conveyance and Assignment is being executed in counterparts, all of which are identical, on the dates shown below, but effective as of 7:00 a.m. of the 14<sup>th</sup> day of August, 2017. Each of such counterparts shall for all purposes be deemed to be an original, provided all of such counterparts shall together constitute but one of the same instrument.

I do hereby certify this to be a true copy of the attached document filed and recorded in Shelby County, TX, as evidenced in Instrument 2017002756.

WITNESS MY HAND AND OFFICIAL SEAL, THIS August 15, 2017. Jennifer L. Fountain, County Clerk

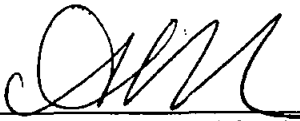


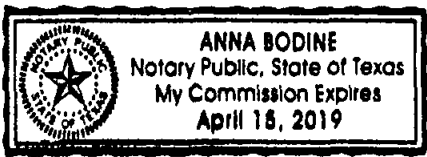
Macbelle Latham  
Deputy

“EXPRESS”  
THE EXPRESS GAS PIPELINE, L.P.,  
By THE EXPRESS PIPELINE  
CONNECTION, L.L.C., General Partner  
By: Rod C. Roberts, President of The  
Express Pipeline Connection, L.L.C

STATE OF TEXAS                   §  
   §  
COUNTY OF Travis           §

This instrument was acknowledged before me on the 14<sup>th</sup> day of August, 2017, by Rod C. Roberts, the President of The Express Pipeline Connection, L.L.C., a Texas Limited Liability Company, the General Partner of The Express Gas Pipeline, L.P. a Texas Limited Partnership, on behalf of said companies.

  
Notary Public in and for the State of Texas  
Anna Bodine



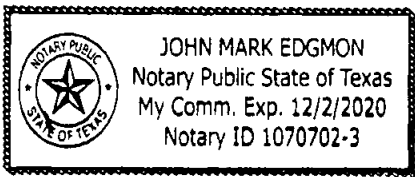
BLACK DUCK PROPERTIES, L.L.C.

*Larry M. Wright*

By: Larry M. Wright  
Title: Manager

STATE OF TEXAS                   §  
COUNTY OF BEKAR           §

This instrument was acknowledged before me on the 11<sup>th</sup> day of August, 2017, by Larry M. Wright, Manager of Black Duck Properties, L.L.C., a Texas limited liability company, on behalf of said limited liability company.



*J. Mark Edgmon*  
Notary Public in and for the State of Texas

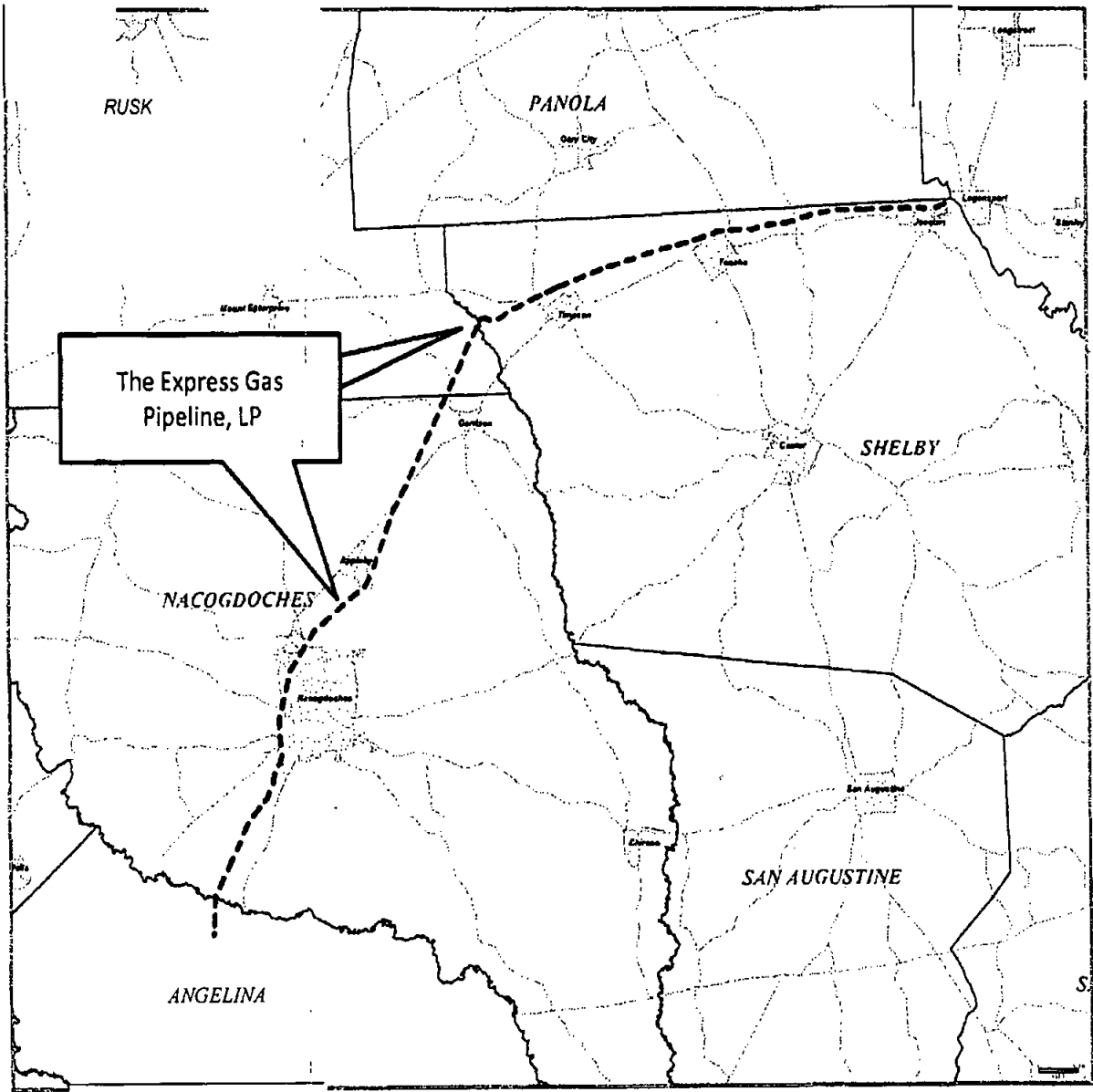
I do hereby certify this to be a true copy of the attached document filed and recorded in Shelby County, TX, as evidenced in Instrument 2017002756.

WITNESS MY HAND AND OFFICIAL SEAL, THIS August 15, 2017. Jennifer L. Fountain, County Clerk

*Michelle Gatham*  
Deputy

EXHIBIT "A"

Attached hereto and made a part of that certain  
Deed, Conveyance and Assignment dated this 14<sup>th</sup> day of August, 2017, between The Express  
Gas Pipeline, LP and Black Duck Properties, LLC



I do hereby certify this to be a true copy of the attached document filed and recorded in Shelby County, TX, as evidenced in  
Instrument 2017002756.

WITNESS MY HAND AND OFFICIAL SEAL, THIS August 15, 2017. Jennifer L. Fountain, County Clerk

*Marhelle Spetham*  
Deputy

EXHIBIT "B-1"

Attached hereto and made a part of that certain  
Purchase & Sale Agreement dated this 14<sup>th</sup> day of August, 2017, between The Express  
Gas Pipeline, LP and Black Duck Properties, LLC

Shelby County, Texas

Date	Grantor	Grantee	Book	Page
02/03/13	Van J. Smith	Gulf Pipe Line Co.	81	7
01/27/14	E.W. Cockrell	Gulf Pipe Line Co. and Gulf Production Co.	79	582
01/28/14	D.D. Bazer, et ux.	Gulf Pipe Line Co.	79	609
01/28/14	I.E. Bazer, et ux.	Gulf Pipe Line Co.	79	597
01/28/14	W.H. Cammack	Gulf Pipe Line Co.	79	594
01/28/14	W.H. Cammack	Gulf Pipe Line Co.	79	594
01/28/14	W.H. Cammack	Gulf Pipe Line Co.	79	594
01/28/14	Bridie Carter, et vir.	Gulf Pipe Line Co.	79	592
01/28/14	Mrs. W.J. Cockrell	Gulf Pipe Line Co.	79	593
01/28/14	J.R. Joplin, et ux.	Gulf Pipe Line Co.	79	574
01/28/14	Ralph Jopling, et ux.	Gulf Pipe Line Co.	81	19
01/28/14	J.D. Majors, et ux.	Gulf Pipe Line Co.	81	27
01/28/14	J.W. Majors	Gulf Pipe Line Co.	81	14
01/28/14	A.W. Mathews, et ux.	Gulf Pipe Line Co.	81	24
01/18/14	W.R. Rains	Gulf Pipe Line Co.	79	595
01/29/14	Luke Motley	Gulf Pipe Line Co.	81	8
01/29/14	J.L. Norman	Gulf Pipe Line Co.	81	18
01/29/14	W.J. Shadowens, et ux.	Gulf Pipe Line Co.	79	596
01/29/14	John Turner, et ux.	Gulf Pipe Line Co.	81	25
01/29/14	John Turner, et ux.	Gulf Pipe Line Co.	81	25-26
01/29/14	John Turner, et us.	Gulf Pipe Line Co.	81	25-26
01/31/14	J.H. Hughes	Gulf Pipe Line Co.	79	562
01/31/14	J.R. Lewis	Gulf Pipe Line Co.	79	576
02/02/14	Charles F. Flakes	Gulf Pipe Line Co.	79	607
02/02/14	W.E. Parker	Gulf Pipe Line Co.	81	16
02/02/14	W.W. Rider, et ux.	Gulf Pipe Line Co.	81	21
02/02/14	J.H. Wall	Gulf Pipe Line Co.	79	605
02/02/14	Ben B. White, et ux.	Gulf Pipe Line Co.	79	573
02/02/14	W.D. White, et ux.	Gulf Pipe Line Co.	79	598
02/03/14	Luis Hooper, et al.	Gulf Pipe Line Co.	79	579
02/03/14	J. Nathan King	Gulf Pipe Line Co.	79	564
02/03/14	J. Nathan King	Gulf Pipe Line Co.	79	564
02/03/14	C. Riley, et ux.	Gulf Pipe Line Co.	79	611
02/03/14	Jno. A. White, et ux.	Gulf Pipe Line Co.	79	571
02/04/14	M.M. Bowlin, et ux.	Gulf Pipe Line Co.	79	578
02/04/14	John Kyle, et ux.	Gulf Pipe Line Co.	79	563
02/04/14	J.R. Weir	Gulf Pipe Line Co.	79	568
02/05/14	C.C. Hayden	Gulf Pipe Line Co.	79	576
02/06/14	W.L. Foster, et ux.	Gulf Pipe Line Co.	79	572
02/06/14	C.M. Horton, et ux.	Gulf Pipe Line Co.	79	565
02/06/14	O.M. Ramsey, et al.	Gulf Pipe Line Co.	79	599

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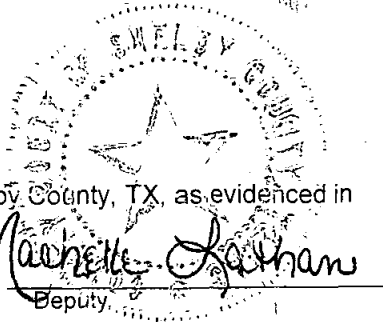
  
*Macbeth*  
Deputy

EXHIBIT "B-1"

Attached hereto and made a part of that certain  
Purchase & Sale Agreement dated this 14<sup>th</sup> day of August, 2017, between The Express  
Gas Pipeline, LP and Black Duck Properties, LLC

Shelby County, Texas

02/06/14	B.A. Roper	Gulf Pipe Line Co.	79	561
02/07/14	F.M. Bridwell, et al.	Gulf Pipe Line Co.	79	550
02/09/14	Rev. Mack Jones, et al.	Gulf Pipe Line Co.	79	603
02/10/14	G.W. Crenshaw, et ux.	Gulf Pipe Line Co.	79	567
02/10/07	J.H. Cruger, et ux.	Gulf Pipe Line Co.	79	600
02/10/14	F.D. Haden, et ux.	Gulf Pipe Line Co.	81	6
02/10/14	Henry Sears, et ux.	Gulf Pipe Line Co.	79	569
02/11/14	W.A. Cooper, et ux.	Gulf Pipe Line Co.	79	557
02/11/14	W.R. Harris, et ux.	Gulf Pipe Line Co.	79	553
02/11/14	J.M. Whiteside	Gulf Pipe Line Co.	79	543
02/11/14	C.O. Worsham, et ux.	Gulf Pipe Line Co.	79	554
02/11/14	W.T. Worsham, et ux.	Gulf Pipe Line Co.	79	556
02/12/14	W.F. Andrews	Gulf Pipe Line Co.	79	562
02/12/14	S.W. Wallace	Gulf Pipe Line Co.	81	5
02/13/14	E.H. Andrews, et ux.	Gulf Pipe Line Co.	79	560
02/13/14	Phil Bussy, Jr., et al.	Gulf Pipe Line Co.	79	610
02/13/14	Phil Bussy, Jr. et al.	Gulf Pipe Line Co.	79	610
02/13/14	Phil Bussy, Jr. et al.	Gulf Pipe Line Co.	79	610
02/13/14	Phil Bussy, Jr. et al.	Gulf Pipe Line Co.	79	610
02/13/14	Phil Bussy, Jr., et al.	Gulf Pipe Line Co.	79	610
02/13/14	Phil Bussy, Jr., et al.	Gulf Pipe Line Co.	79	610
02/13/14	Phil Bussy, Jr., et al.	Gulf Pipe Line Co.	79	610
02/13/14	Phil Bussy, Jr., et al.	Gulf Pipe Line Co.	79	610
02/13/14	Phil Bussy, Jr., et al.	Gulf Pipe Line Co.	79	610
02/13/14	Phil Bussy, Jr., et al.	Gulf Pipe Line Co.	79	610
02/13/14	W.M. Byrn	Gulf Pipe Line Co.	79	602
02/14/14	F.O. Johnson	Gulf Pipe Line Co.	79	580
02/14/14	Allen Porter, Agent for Robert Porter	Gulf Pipe Line Co.	79	604
02/16/14	J.F. Beasley, et ux.	Gulf Pipe Line Co.	81	11
02/16/14	M.M. Carroll, Jr.	Gulf Pipe Line Co.	79	581
02/16/14	W.I. Deffenbaugh	Gulf Pipe Line Co.	79	606
02/16/14	G.W. Hanson, et ux.	Gulf Pipe Line Co.	79	583
02/17/14	E.A. Booth	Gulf Pipe Line Co.	79	603
02/17/14	Zach Brinson	Gulf Pipe Line Co.	79	558
02/17/14	J.B. Broadus, et ux.	Gulf Pipe Line Co.	79	547
02/17/14	J.R. Foster, et ux.	Gulf Pipe Line Co.	79	612
02/17/14	J. R. Foster, et ux.	Gulf Pipe Line Co.	79	612
02/17/14	J.L. Gilbert, et ux.	Gulf Pipe Line Co.	81	23
02/18/14	W.L. Barron, et ux.	Gulf Pipe Line Co.	81	547
02/18/14	J.T. Caldwell, et ux.	Gulf Pipe Line Co.	79	546
02/18/14	C.H. Freeman, et ux.	Gulf Pipe Line Co.	79	545
02/18/07	J.L. Hart	Gulf Pipe Line Co.	79	570
02/18/14	H.J. Hennigan, et ux.	Gulf Pipe Line Co.	79	544
02/18/14	R.A. Whiddon, et ux.	Gulf Pipe Line Co.	79	585
02/18/14	W.A. Whiddon, et ux.	Gulf Pipe Line Co.	79	584

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WITNESS MY HAND AND OFFICIAL SEAL, THIS August 15, 2017. Jennifer L. Fountain, County Clerk

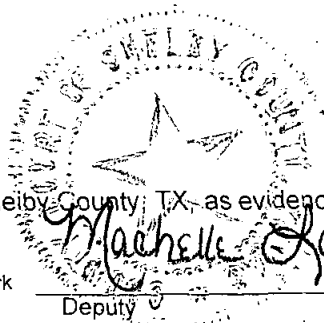
  
Machelle Nathan  
Deputy

EXHIBIT "B-1"

Attached hereto and made a part of that certain  
Purchase & Sale Agreement dated this 14<sup>th</sup> day of August, 2017, between The Express  
Gas Pipeline, LP and Black Duck Properties, LLC

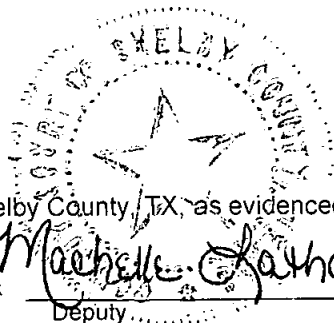
Shelby County, Texas

02/18/14	F.M. Whiteside, et ux.	Gulf Pipe Line Co.	79	551
02/19/14	J.D. Sholer	Gulf Pipe Line Co.	79	613
02/19/14	Whiddon, J.E., Gdn. for his two minor children Mary Etta Whiddon & James Floid Whiddon	Gulf Pipe Line Co.	79	549
02/20/14	R.A. Rushing, by W.A. Whiddon, Agt.	Gulf Pipe Line Co.	81	478
02/23/14	Cohron Davis, et ux.	Gulf Pipe Line Co.	79	591
02/23/14	Ima Odom, et al.	Gulf Pipe Line Co.	81	9
02/23/14	J.B. Paramore, et ux.	Gulf Pipe Line Co.	81	15
02/23/14	J.W. Sholar	Gulf Pipe Line Co.	81	20
02/23/14	R. Sholar	Gulf Pipe Line Co.	81	17
02/23/14	W.F. Taley, et ux.	Gulf Pipe Line Co.	79	589
02/24/14	W.R. Crawford, et ux.	Gulf Pipe Line Co.	79	588
02/24/14	C.P. Hooper, et ux.	Gulf Pipe Line Co.	79	587
03/07/14	L.N. Muren	Gulf Pipe Line Co.	81	13
03/28/14	H. Bryant, et al.	Gulf Pipe Line Co.	81	10
05/26/14	F.J. Hobbs	Gulf Pipe Line Co.	81	548
12/16/14	I.W. Willimas	Gulf Pipe Line Co.	79	559
02/18/24	W.F. Hollister, et ux.	Gulf Pipe Line Co.	79	552
07/09/24	F.M. Bridwell	Gulf Pipe Line Co. and Gulf Production Co.	124	440
07/09/24	Mrs. W.H. Harris	Gulf Pipe Line Co. and Gulf Production Co.	124	441
07/09/24	F.M. Whiteside, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	124	464
07/09/24	Mrs. J.M. Whiteside	Gulf Pipe Line Co. and Gulf Production Co.	124	438
07/09/24	W.T. Worsham	Gulf Pipe Line Co. and Gulf Production Co.	124	443
07/10/24	E.H. Andrews, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	124	446
07/10/24	E.A. Booth	Gulf Pipe Line Co. and Gulf Production Co.	124	463
07/10/24	F.L. Brinson, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	124	458
07/10/24	F.L. Brinson, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	124	458
07/10/24	F.L. Brinson, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	124	458
07/10/24	Zach Brinson	Gulf Pipe Line Co.	127	456

I do hereby certify this to be a true copy of the attached document filed and recorded in Shelby County, TX, as evidenced in  
Instrument 2017002756.

WITNESS MY HAND AND OFFICIAL SEAL, THIS August 15, 2017. Jennifer L. Fountain, County Clerk

Deputy



# EXHIBIT "B-1"

Attached hereto and made a part of that certain  
Purchase & Sale Agreement dated this 14<sup>th</sup> day of August, 2017, between The Express  
Gas Pipeline, LP and Black Duck Properties, LLC

## Shelby County, Texas

		and Gulf Production Co.		
07/10/24	W.M. Byrn	Gulf Pipe Line Co. and Gulf Production Co.	124	459
07/10/24	G.W Crenshaw, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	124	448
07/10/24	J.H. Cruger, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	124	445
07/10/24	Mrs. F.D. Haden	Gulf Pipe Line Co. and Gulf Production Co.	124	462
07/10/24	C.O. Worsham, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	124	442
07/11/24	F.H. Bailey, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	124	453
07/11/24	F. H. Bailey, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	124	453
07/11/24	F.H. Bailey, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	124	453
07/11/24	Arthur Bussey, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	124	452
07/11/24	John Bussey, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	124	450
07/11/24	Phil Bussy Jr., et ux.	Gulf Pipe Line Co. and Gulf Production Co.	124	455
07/11/24	J.G. Ellington	Gulf Pipe Line Co. and Gulf Production Co.	124	437
07/11/24	F.O. Johnson	Gulf Pipe Line Co. and Gulf Production Co.	124	460
07/11/24	I.N. Williams	Gulf Pipe Line Co. and Gulf Production Co.	124	449
07/14/24	E.W. Cockrell, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	124	479
07/14/24	Mrs. G.W. Hanson Adm. of G.W. Hanson Est.	Gulf Pipe Line Co. and Gulf Production Co.	124	481
07/14/24	T.A. King	Gulf Pipe Line Co.	124	478

I do hereby certify this to be a true copy of the attached document filed and recorded in Shelby County, TX, as evidenced in Instrument 2017002756.

WITNESS MY HAND AND OFFICIAL SEAL, THIS August 15, 2017. Jennifer L. Fountain, County Clerk

*Maebelle Graham*  
Deputy



EXHIBIT "B-1"

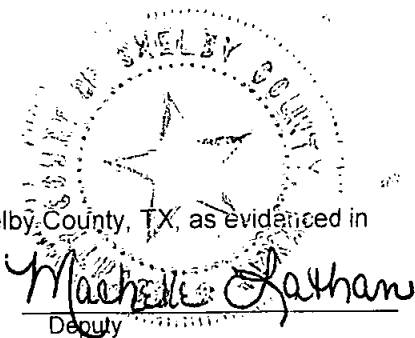
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Gas Pipeline, LP and Black Duck Properties, LLC

Shelby County, Texas

		and Gulf Production Co.		
07/14/24	Ima Odom Nutt, et al.	Gulf Pipe Line Co. and Gulf Production Co.	124	485
07/14/24	Mrs. W.F. Talley	Gulf Pipe Line Co. and Gulf Production Co.	124	476
07/14/24	A.O. Whiddon	Gulf Pipe Line Co. and Gulf Production Co.	124	480
07/15/24	Paul Barron, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	124	471
07/15/24	J.T. Carroll	Gulf Pipe Line Co. and Gulf Production Co.	124	470
07/15/24	C.H. Freeman, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	124	469
07/15/24	Mrs. B.J. Hennigan	Gulf Pipe Line Co. and Gulf Production Co.	124	484
07/15/24	C.P. Hooper, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	124	473
07/15/24	J.D Sholar	Gulf Pipe Line Co. and Gulf Production Co.	124	483
07/16/24	W.R. Crawford, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	124	467
07/17/24	J.T. Caldwell, et al.	Gulf Pipe Line Co. and Gulf Production Co.	131	497
07/21/24	Arthur Bussey, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	124	496
07/21/24	Mack Jones, et al.	Gulf Pipe Line Co. and Gulf Production Co.	124	493
07/21/24	C.D. Scogin	Gulf Pipe Line Co. and Gulf Production Co.	124	491
07/21/24	H.S. Varnell, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	124	495
07/22/24	Cleveland Bussey	Gulf Pipe Line Co. and Gulf Production Co.	124	492
08/01/24	W.A Cooper	Gulf Pipe Line Co.	124	520

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WITNESS MY HAND AND OFFICIAL SEAL, THIS August 15, 2017. Jennifer L. Fountain, County Clerk

  
Mack Jones  
Deputy

# EXHIBIT "B-1"

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Gas Pipeline, LP and Black Duck Properties, LLC

Shelby County, Texas

		and Gulf Production Co.		
10/14/24	Pierce Whiteside, et al.	Gulf Pipe Line Co. and Gulf Production Co.	123	632
04/30/25	J.A. Deaton, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	126	506
04/30/25	Claude E. Fallin	Gulf Pipe Line Co. and Gulf Production Co.	127	52
04/30/25	Alvin Gunter	Gulf Pipe Line Co. and Gulf Production Co.	126	503
04/30/25	J.R. Jopling, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	127	55
04/30/25	J.N. Majors	Gulf Pipe Line Co. and Gulf Production Co.	127	54
04/30/25	C.C. McDonald	Gulf Pipe Line Co. and Gulf Production Co.	127	56
04/30/25	Grover C. Peddy	Gulf Pipe Line Co. and Gulf Production Co.	126	500
04/30/25	C. Riley, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	126	502
04/30/25	F.B Taylor	Gulf Pipe Line Co. and Gulf Production Co.	126	504
04/30/25	J.R. Weir, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	127	141
05/01/25	Mrs. W. A. Bouland by J.L. Davis, Attorney-in-Fact	Gulf Pipe Line Co. and Gulf Production Co.	126	568
05/01/25	Cicero Jopling, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	126	552
05/01/25	J. N. King	Gulf Pipe Line Co. and Gulf Production Co.	127	62
05/01/25	J.O. McCarver	Gulf Pipe Line Co. and Gulf Production Co.	127	187
05/01/25	J.O. McCarver	Gulf Pipe Line Co. and Gulf Production Co.	127	187
05/01/25	J.O. McCarver	Gulf Pipe Line Co.	127	187

I do hereby certify this to be a true copy of the attached document filed and recorded in Shelby County, TX as evidenced in Instrument 2017002756.

WITNESS MY HAND AND OFFICIAL SEAL, THIS August 15, 2017. Jennifer L. Fountain, County Clerk

*Michelle Graham*  
Deputy

EXHIBIT "B-1"

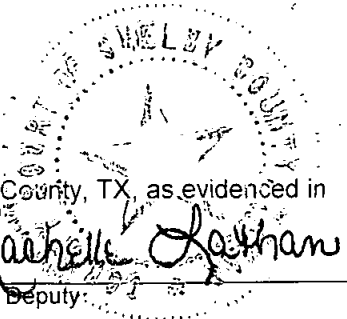
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Gas Pipeline, LP and Black Duck Properties, LLC

Shelby County, Texas

		and Gulf Production Co.		
05/01/25	Luke Motley	Gulf Pipe Line Co. and Gulf Production Co.	126	569
05/01/25	Luke Motley	Gulf Pipe Line Co. and Gulf Production Co.	126	569
05/01/25	Luke Motley	Gulf Pipe Line Co. and Gulf Production Co.	126	569
05/01/25	Robert Porter	Gulf Pipe Line Co. and Gulf Production Co.	127	61
05/01/25	Walter Scates, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	127	63
05/01/25	A.H. Womack, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	126	566
05/02/25	M.M. Bowlin, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	126	556
05/02/25	H. Bryant, et al.	Gulf Pipe Line Co. and Gulf Production Co.	126	562
05/02/25	Harvey Crawford	Gulf Pipe Line Co. and Gulf Production Co.	126	364
05/02/25	John Davis	Gulf Pipe Line Co. and Gulf Production Co.	126	551
05/02/25	J.B. Foster by J.R. Foster, Gdn.	Gulf Pipe Line Co. and Gulf Production Co.	127	60
05/02/25	J.R. Foster, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	126	559
05/02/25	Mrs. W.L. Foster	Gulf Pipe Line Co. and Gulf Production Co.	126	560
05/02/25	P.L. Hooper, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	126	600
05/02/25	J.R. Lewis	Gulf Pipe Line Co. and Gulf Production Co.	126	555
05/02/25	Luke Motley	Gulf Pipe Line Co. and Gulf Production Co.	126	554
05/02/25	A.N. Neal, et ux.	Gulf Pipe Line Co.	126	559

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WITNESS MY HAND AND OFFICIAL SEAL, THIS August 15, 2017. Jennifer L. Fountain, County Clerk

  
Deputy: *Marshall Lockman*

# EXHIBIT "B-1"

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Purchase & Sale Agreement dated this 14<sup>th</sup> day of August, 2017, between The Express  
Gas Pipeline, LP and Black Duck Properties, LLC

## Shelby County, Texas

		and Gulf Production Co.		
05/02/25	Mrs. O.M. Ramsey	Gulf Pipe Line Co. and Gulf Production Co.	126	563
05/04/25	C.H. Horton, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	126	532
05/04/25	J.D. Majors, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	126	550
05/04/25	H.M. Mitchell, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	126	548
05/04/25	Dewey Parrish, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	126	537
05/04/25	Allen Samford, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	126	539
05/04/25	Elbert B. Samford by E.B Samford, Agent and Attorney-In-Fact	Gulf Pipe Line Co. and Gulf Production Co.	126	536
05/04/25	J. B. Samford by E.B. Samford, Agent and Attorney-In-Fact	Gulf Pipe Line Co. and Gulf Production Co.	126	535
05/04/25	W.A. Samford, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	126	541
05/04/25	W.J. Shadowens, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	126	547
05/04/25	R. Sholar, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	126	542
05/05/25	Annie Broadus	Gulf Pipe Line Co. and Gulf Production Co.	127	138
05/05/25	E.W. Cockrell	Gulf Pipe Line Co. and Gulf Production Co.	127	142
05/05/25	J.W. Sholar, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	126	548
05/05/25	Mrs. Bloom Wagstaff, et vir.	Gulf Pipe Line Co. and Gulf Production Co.	126	529
05/05/25	W.J. Walker, et al.	Gulf Pipe Line Co. and Gulf Production Co.	126	533

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WITNESS MY HAND AND OFFICIAL SEAL, THIS August 15, 2017. Jennifer L. Fountain, County Clerk

*Michelle Latham*  
Deputy

# EXHIBIT "B-1"

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Purchase & Sale Agreement dated this 14<sup>th</sup> day of August, 2017, between The Express  
Gas Pipeline, LP and Black Duck Properties, LLC

Shelby County, Texas

05/05/25	B.C. Wheat, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	126	530
05/05/25	B.C. Wheat, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	126	530
05/07/25	D.D. Bazer, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	127	58
05/16/25	Ralph Jopling, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	126	602
05/26/25	Alma Davis, et vir.	Gulf Pipe Line Co. and Gulf Production Co.	127	139
05/26/25	George B. Goff, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	127	189
05/27/25	Mary White, et al.	Gulf Pipe Line Co. and Gulf Production Co.	127	216
07/31/25	Robert Spivey	Gulf Pipe Line Co. and Gulf Production Co.	127	347
08/05/25	Mrs. Viola Rushing by A.O. Whiddon, Agent & Attorney-in-Fact	Gulf Pipe Line Co. and Gulf Production Co.		
08/25/25	W.F. Hollister, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	128	172
08/27/25	Mrs. Viola Rushing A.O. Whiddon, Agent & Attorney-in-Fact	Gulf Pipe Line Co. and Gulf Production Co.		
08/31/25	C.H. Horton, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	128	190
09/08/25	Arthur Bussey, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	127	503
09/23/25	Mrs. M. Lochabay	Gulf Pipe Line Co. and Gulf Production Co.	128	254
06/12/26	C.C. Hayden	Gulf Pipe Line Co. and Gulf Production Co.	131	137
07/17/42	Texas Highway Dept.	Texas Eastern Transmission Corp.		
07/17/42	Texas Highway Dept.	Texas Eastern Transmission Corp.		
05/04/48	L.B. Dean	Gulf Refining Co.	276	615

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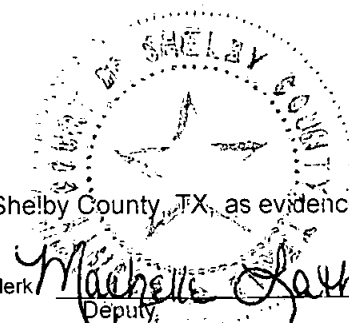


EXHIBIT "B-1"

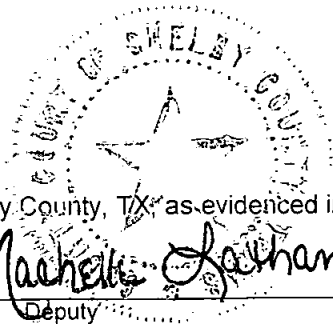
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Gas Pipeline, LP and Black Duck Properties, LLC

Shelby County, Texas

		and Gulf Oil Corp.		
05/04/48	C.H. Horton, et ux.	Gulf Refining Co. and Gulf Oil Corp.	276	616
05/04/48	R.W. Todd	Gulf Refining Co. and Gulf Oil Corp.	276	617
05/06/48	J.R. Anderson	Gulf Refining Co. and Gulf Oil Corp.	277	329
11/09/51	Earl Hanson, et al.	Gulf Refining Co.	306	192
06/10/52	M.E. Bowlin, et ux.	Gulf Refining Co. and Gulf Oil Corp.	311	258
06/10/52	H.Q. Hoard, et ux.	Gulf Refining Co. and Gulf Oil Corp.	311	256
03/23/54	Texas Hwy. Dept.	Texas Eastern Transmission Corp.		
04/20/55	Texas Hwy. Dept.	Texas Eastern Transmission Corp.		
04/20/55	Texas Hwy. Dept.	Texas Eastern Transmission Corp.		
11/02/59	Gulf Refining Co.	Texas Eastern Transmission Corp.	381	347
12/18/59	Gulf, Colorado & Sante Fe R.R. Co. and Gulf Refining Co.	Texas Eastern Transmission Corp.		
09/29/71	Texas Hwy. Dept.	Texas Eastern Transmission Corp.		

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WITNESS MY HAND AND OFFICIAL SEAL, THIS August 15, 2017. Jennifer L. Fountain, County Clerk



# EXHIBIT "B-2"

Attached hereto and made a part of that certain  
Purchase & Sale Agreement dated this 14<sup>th</sup> day of August, 2017, between The Express  
Gas Pipeline, LP and Black Duck Properties, LLC

Rusk County, Texas

Date	Grantor	Grantee	Book	Page
07/08/54	Ruby L. Dumas, et vir.	Texas Eastern Transmission Corp.	530	153
08/23/54	Commissioners Court, Panola Co. Texas	Texas Eastern Transmission Corp.		
06/27/10	J.A. Anderson, et ux.	Gulf Pipe Line Co.	67	150
06/27/10	M.J. Barton, et ux.	Gulf Pipe Line Co.	67	138
06/27/10	T.S. Barton, et ux.	Gulf Pipe Line Co.	67	1400
06/27/10	R.F. Garrison, et ux.	Gulf Pipe Line Co.	67	144
06/27/10	F.L. Hudgins, et ux.	Gulf Pipe Line Co.	67	136
06/27/10	J.R. Latimer, et ux.	Gulf Pipe Line Co.	67	142
06/27/10	S.M. Moore, et ux.	Gulf Pipe Line Co.	67	134
07/06/10	M.L. Moore, et al.	Gulf Pipe Line Co.	67	130
07/21/10	W.Y. Garrison	Gulf Pipe Line Co.	67	146
07/29/10	S.M. Moore, Agent for Nannie Fountain, et al.	Gulf Pipe Line Co.	67	132
07/29/10	The Brown Brick & Tile Co.	Gulf Pipe Line Co.	67	183
08/02/10	J.R. Latimer	Gulf Pipe Line Co.	67	152
08/20/10	R.F. Garrison	Gulf Pipe Line Co.	67	182
11/16/10	E.A. Blount	Gulf Pipe Line Co.	1676	741
12/07/10	E.A. Blount	Gulf Pipe Line Co.	1677	111
05/01/14	Mrs. M.L. Moore	Gulf Pipe Line Co.	83	193
07/03/23	Marion C. Skelton, et ux.	Gulf Pipe Line Co. & Gulf Production Co.	123	612
07/03/24	Nora Anderson	Gulf Pipe Line Co. & Gulf Production Co.	123	627
07/03/24	M.J. Barton, et ux.	Gulf Pipe Line Co. & Gulf Production Co.	123	629
07/03/24	T.S. Barton, et ux.	Gulf Pipe Line Co. & Gulf Production Co.	123	614
07/03/24	R.F. Garrison, et ux.	Gulf Pipe Line Co. & Gulf Production Co.	123	618
07/03/24	J.R. Latimer, et ux.	Gulf Pipe Line Co. & Gulf Production Co.	123	617
07/03/24	G.W. Young	Gulf Pipe Line Co. & Gulf Production Co.	123	611
07/05/24	George Harris, et ux.	Gulf Pipe Line Co. & Gulf Production Co.	123	609
07/08/24	Earnest Weaver, et al.	Gulf Pipe Line Co. & Gulf Production Co.	123	615
07/09/24	Jack Garrison, et ux.	Gulf Pipe Line Co. & Gulf Production Co.	123	634
10/28/42	S.M. Adams	Gulf Refining Co. & Gulf Oil Co.	360	190

I do hereby certify this to be a true copy of the attached document filed and recorded in Shelby County, TX, as evidenced in Instrument 2017002756.

WITNESS MY HAND AND OFFICIAL SEAL, THIS August 15, 2017. Jennifer L. Fountain, County Clerk

*Michelle Latham*  
Deputy

EXHIBIT "B-3"

Attached hereto and made a part of that certain  
Purchase & Sale Agreement dated this 14<sup>th</sup> day of August, 2017, between The Express  
Gas Pipeline, LP and Black Duck Properties, LLC

Nacogdoches County, Texas

Date	Grantor	Grantee	Book	Page
06/27/10	Tom Crawford, et al.	Gulf Pipeline Co.	72	647
06/27/10	J.W. Hartt, et al.	Gulf Pipeline Co.	74	16
06/27/10	T.J. Melton, et al.	Gulf Pipeline Co.	75	77
06/27/10	J.A. Slay	Gulf Pipeline Co.	72	644
06/28/10	G.W. Faulkner, et ux.	Gulf Pipeline Co.	74	21
06/28/10	A.J. Fears, et ux.	Gulf Pipeline Co.	72	642
06/28/10	Mrs. M.I. Strobe	Gulf Pipeline Co.	74	189
06/28/10	Dora Tims, et al.	Gulf Pipeline Co.	74	192
06/29/10	S.W. Hunt, et ux.	Gulf Pipeline Co.	75	75
06/29/10	F.W. Parrott	Gulf Pipeline Co.	72	631
06/29/10	Arthur Peterson, et al.	Gulf Pipeline Co.	75	73
06/29/10	J.L. William, et ux.	Gulf Pipeline Co.	75	68
06/30/10	J.W. Boyd, et ux.	Gulf Pipeline Co.	74	22
06/30/10	R.H. Burns, et ux.	Gulf Pipeline Co.	74	63
06/30/10	T.J. Peterson	Gulf Pipeline Co.	75	66
06/30/10	John M. Richards, et ux.	Gulf Pipeline Co.	74	39
07/01/10	W.G. Hartt, et ux.	Gulf Pipeline Co.	74	8
07/04/10	Angelina County Lumber Co.	Gulf Pipeline Co.	72	634
07/04/19	S.C. Parrott, et al.	Gulf Pipeline Co.	74	107
07/05/10	Joe Manchaca, et ux.	Gulf Pipeline Co.	74	24
07/05/10	S. Michelli	Gulf Pipeline Co.	74	31
07/05/10	T. Supulvado, et ux.	Gulf Pipeline Co.	74	31
07/06/10	M. Peterson, et ux.	Gulf Pipeline Co.	74	17
07/08/10	Tom Hinojosa, et ux.	Gulf Pipeline Co.	74	4
07/08/10	F.M. Richards, et ux.	Gulf Pipeline Co.	74	23
07/09/10	Chas Hoya, et al.	Gulf Pipeline Co.	72	637
07/14/10	Alice Fears	Gulf Pipeline Co.	72	633
07/18/10	Elareo Cordova, et ux.	Gulf Pipeline Co.	74	29
07/18/10	J.H. Summers	Gulf Pipeline Co.	74	2
07/19/10	Josh Henson	Gulf Pipeline Co.	74	10
07/19/10	V.E. Rathbone	Gulf Pipeline Co.	74	38
07/20/10	A.M. Evaris, et ux.	Gulf Pipeline Co.	74	13
07/20/10	Dixon Greer	Gulf Pipeline Co.	72	630
As Amended By:				
04/23/99	Cendant Mobility Services Corp.	Lancer Resources Company	1331	24
07/20/10	Elma Greer	Gulf Pipeline Co.	72	629
As Amended By:				
04/23/99	Cendant Mobility Services Corp.	Lancer Resources Company	1331	24
07/20/10	Chas Hoya	Gulf Pipeline Co.	74	6

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WITNESS MY HAND AND OFFICIAL SEAL, THIS August 15, 2017. Jennifer L. Fountain, County Clerk


  
*Marbelle Gatham*  
Deputy



EXHIBIT "B-3"

Attached hereto and made a part of that certain  
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Gas Pipeline, LP and Black Duck Properties, LLC

Nacogdoches County, Texas

07/20/10	Mrs. Antonia Manchaca, et al.	Gulf Pipeline Co.	74	33
07/20/10	Mrs. J.E. Patterson, et al.	Gulf Pipeline Co.	90	429
07/20/10	Moses Tims, et ux.	Gulf Pipeline Co.	74	27
07/20/10	Eli Westfall, et al.	Gulf Pipeline Co.	74	101
07/21/10	Jessie Greer	Gulf Pipeline Co.	74	131
07/29/10	C.S. Means, et ux.	Gulf Pipeline Co.	74	58
As Amended By:				
04/23/99	Cendant Mobility Services Corp.	Lancer Resources Company	1331	24
07/30/10	Gladys Simpson, et al.	Gulf Pipeline Co.	74	190
08/03/10	Ida Barton, et vir.	Gulf Pipeline Co.	75	68
08/08/10	J.L. Williams	Gulf Pipeline Co.	74	110
08/22/10	Louis J. Wortham	Gulf Pipeline Co.	74	62
08/23/10	Eli Westfall, et al.	Gulf Pipeline Co.	75	65
08/25/10	Fred W. Halacher, et ux.	Gulf Pipeline Co.	74	123
08/27/10	Geo. S. McCarty, Ind. And as Gdn.	Gulf Pipeline Co.	749	238
08/27/10	Mrs. M. I. Strobe, Ind. Et al.	Gulf Pipeline Co.	74	102
09/01/10	W.B. Melton, et ux.	Gulf Pipeline Co.	74	507
09/01/10	S.A. Smith, et ux.	Gulf Pipeline Co.	75	30
09/30/10	W.L. Moody	Gulf Pipeline Co.	74	143
11/10/10	Thos. E. Baker, et al.	Gulf Pipeline Co.	74	188
11/12/10	W.H. Davidson	Gulf Pipeline Co.	75	77
11/16/10	E.A. Blount	Gulf Pipeline Co.	1676	741
12/07/10	E.A. Blount	Gulf Pipeline Co.	75	447
02/27/14	S.C. Parrott, et al.	Gulf Pipeline Co.	82	422
02/28/14	Mrs. Antonia Manchaca	Gulf Pipeline Co.	85	55
03/02/14	T.L. Blackshear	Gulf Pipeline Co.	82	382
03/02/14	Mrs. F.W. Harlacher	Gulf Pipeline Co.	85	53
03/02/14	Josh Henson	Gulf Pipeline Co.	82	407
03/02/14	S.W. Hunt, et ux.	Gulf Pipeline Co.	82	406
03/02/14	Mrs. J.W. Strobe	Gulf Pipeline Co.	82	429
03/02/14	R.C. White	Gulf Pipeline Co.	82	435
03/03/14	Angelina County Lumber Co.	Gulf Pipeline Co.	82	376
03/03/14	E.A. Blount	Gulf Pipeline Co.	82	383
03/03/14	G.A. Blount	Gulf Pipeline Co.	82	379
03/03/14	G.A. Blount	Gulf Pipeline Co.	82	379
03/03/14	Mrs. J.E. Patterson, et al.	Gulf Pipeline Co.	82	424
03/03/14	T. Supulvado, et ux.	Gulf Pipeline Co.	82	426
03/04/14	W. G. Aartt	Gulf Pipeline Co.	82	410
03/05/14	G.W. Faulkner, et ux.	Gulf Pipeline Co.	85	52
03/05/14	Alex Fears, et ux.	Gulf Pipeline Co.	85	62

I do hereby certify this to be a true copy of the attached document filed and recorded in Shelby County, TX, as evidenced in Instrument 2017002756.

WITNESS MY HAND AND OFFICIAL SEAL, THIS August 15, 2017. Jennifer L. Fountain, County Clerk

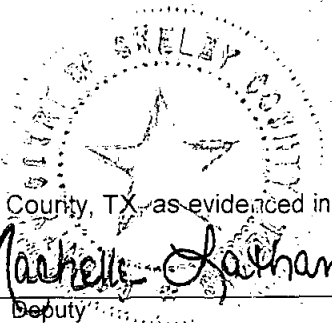
  
Deputy

EXHIBIT "B-3"

Attached hereto and made a part of that certain  
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Gas Pipeline, LP and Black Duck Properties, LLC

Nacogdoches County, Texas

03/05/14	W.H. Hollis, et ux.	Gulf Pipeline Co.	82	405
03/05/14	Moses Tims, et ux.	Gulf Pipeline Co.	85	59
03/06/14	R.L. Collins, et ux.	Gulf Pipeline Co.	82	385
03/06/14	Ed Tims, et ux.	Gulf Pipeline Co.	82	433
03/25/14	Alice Fears	Gulf Pipeline Co.	82	391
03/26/14	Bunyan Greer	Gulf Pipeline Co.	82	392
03/26/14	Dixon Greer	Gulf Pipeline Co.	82	395
As Amended By:				
04/23/99	Cendant Mobility Services Corp.	Lancer Resources Company	1331	24
03/26/14	Miss Elma Greer	Gulf Pipeline Co.	82	394
As Amended By:				
04/23/99	Cendant Mobility Services Corp.	Lancer Resources Company	1331	24
04/08/14	Mrs. Jessie Greer	Gulf Pipeline Co.	85	58
04/08/14	Mrs. S.C. Parrott	Gulf Pipeline Co.	85	58
04/08/14	G.W. Tillery, Jr.	Gulf Pipeline Co.	85	58
04/09/14	Don Ceasar BeBiazzeon	Gulf Pipeline Co.	85	51
04/10/14	J.W. Christian	Gulf Pipeline Co.	82	386
05/09/14	Tom Hinjosa, et ux.	Gulf Pipeline Co.	82	404
06/23/24	C.W. Strode	Gulf Pipe Line Co. & Gulf Production Co.	110	601
06/23/24	Mrs. M.I. Strode	Gulf Pipe Line Co. & Gulf Production Co.	110	600
06/30/24	A.B. Crawford	Gulf Pipe Line Co. & Gulf Production Co.	110	626
06/30/24	Tom Crawford, et ux.	Gulf Pipe Line Co. & Gulf Production Co.	110	621
06/30/24	Mart Melton	Gulf Pipe Line Co. & Gulf Production Co.	110	629
06/30/24	Mrs. J.A. Slay	Gulf Pipe Line Co. & Gulf Production Co.	110	628
06/30/24	Selener Smith, et vir.	Gulf Pipe Line Co. & Gulf Production Co.	110	623
06/30/24	E.D. Stubblefield, et ux.	Gulf Pipe Line Co. & Gulf Production Co.	110	625
07/01/24	D.F. Barton, et ux.	Gulf Pipe Line Co. & Gulf Production Co.	112	14
07/01/24	J.W. Boyd, et ux.	Gulf Pipe Line Co. & Gulf Production Co.	112	17
07/01/24	G.F. Garrison	Gulf Pipe Line Co. & Gulf Production Co.	124	14
07/01/24	J.W. Hartt, Ind. and as Attorney in fact	Gulf Pipe Line Co. & Gulf Production Co.	110	619

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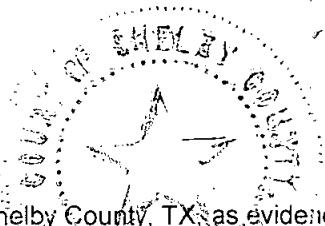
  
*Machelle Latham*  
Deputy

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Gas Pipeline, LP and Black Duck Properties, LLC

Nacogdoches County, Texas

07/01/24	J.M. McMillan	Gulf Pipe Line Co. & Gulf Production Co.	110	620
07/01/24	T.J. Peterson	Gulf Pipe Line Co. & Gulf Production Co.	112	13
07/24/24	W.O. Richards, et ux.	Gulf Pipe Line Co. & Gulf Production Co.	112	15
07/01/24	Wm. B. Worthham	Gulf Pipe Line Co. & Gulf Production Co.	112	10
07/02/24	D.M. McDuffie	Gulf Pipe Line Co. & Gulf Production Co.	112	25
07/02/24	W.B. Melton, et ux.	Gulf Pipe Line Co. & Gulf Production Co.	112	8
07/03/24	Max W. Hart	Gulf Pipe Line Co. & Gulf Production Co.	112	11
07/14/24	Mrs. Annie Mullins, Ind. et al.	Gulf Pipe Line Co. & Gulf Production Co.	112	37
Replaced by:				
01/19/01	Acme Brick Company	Lancer Resources Company	1575	80
07/16/24	R.H. Burns, et al.	Gulf Pipe Line Co. & Gulf Production Co.	112	81
04/28/25	G.A. Blount	Gulf Pipe Line Co. & Gulf Production Co.	114	134
04/28/25	G.A. Blount	Gulf Pipe Line Co. & Gulf Production Co.	114	134
04/28/25	G.A. Blount	Gulf Pipe Line Co. & Gulf Production Co.	114	134
04/28/25	G.A. Blount	Gulf Pipe Line Co. & Gulf Production Co.	114	134
04/28/25	G.A. Blount	Gulf Pipe Line Co. & Gulf Production Co.	114	134
04/28/25	G.A. Blount	Gulf Pipe Line Co. & Gulf Production Co.	114	134
04/28/25	G.A. Blount	Gulf Pipe Line Co. & Gulf Production Co.	114	134
04/28/25	G.A. Blount	Gulf Pipe Line Co. & Gulf Production Co.	114	134
04/28/25	G.A. Blount	Gulf Pipe Line Co. & Gulf Production Co.	114	134
04/28/25	G.E. Stripling	Gulf Pipe Line Co. & Gulf Production Co.	114	130

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Gas Pipeline, LP and Black Duck Properties, LLC

Nacogdoches County, Texas

04/28/25	G.W. Tillery, Jr.,	Gulf Pipe Line Co. & Gulf Production Co.	114	131
04/29/25	Mrs. F.W. Halacher	Gulf Pipe Line Co. & Gulf Production Co.	114	135
04/30/25	Itasca P. Blount	Gulf Pipe Line Co. & Gulf Production Co.	114	132
05/05/25	J. Thos. Hall	Gulf Pipe Line Co. & Gulf Production Co.	114	168
05/07/25	L.L. Martin, et ux.	Gulf Pipe Line Co. & Gulf Production Co.	114	182
05/08/25	R.A. Hall	Gulf Pipe Line Co. & Gulf Production Co.	114	191
05/08/25	Mrs. A.L. Ramsey, et al.	Gulf Pipe Line Co. & Gulf Production Co.	114	219
05/09/25	Josh Henson	Gulf Pipe Line Co. & Gulf Production Co.	114	229
05/09/25	G.L. Olds, et ux.	Gulf Pipe Line Co. & Gulf Production Co.	114	206
05/11/25	Robert Berger	Gulf Pipe Line Co. & Gulf Production Co.	114	177
05/11/25	Anna Brewer, Ind. and as Gdn.	Gulf Pipe Line Co. & Gulf Production Co.	114	179
05/11/25	R.J. Christian, et ux.	Gulf Pipe Line Co. & Gulf Production Co.	114	172
05/11/25	Rho Cox	Gulf Pipe Line Co. & Gulf Production Co.	114	178
05/11/25	Josh Henson	Gulf Pipe Line Co. & Gulf Production Co.	114	165
05/11/25	J.M. Miller, et al.	Gulf Pipe Line Co. & Gulf Production Co.	114	175
05/11/25	Nacogdoches Ice Cream Co.	Gulf Pipe Line Co. & Gulf Production Co.	114	171
05/11/25	R. Partin, et ux.	Gulf Pipe Line Co. & Gulf Production Co.	114	184
05/11/25	Marion Earl Reid, et al.	Gulf Pipe Line Co. & Gulf Production Co.	114	166
05/11/25	Edwin Tillery	Gulf Pipe Line Co. & Gulf Production Co.	114	169
05/12/25	A. Bockman, et ux.	Gulf Pipe Line Co. & Gulf Production Co.	114	181
05/12/25	A.T. Garrard et ux.	Gulf Pipe Line Co. & Gulf Production Co.	114	193

EXHIBIT "B-3"

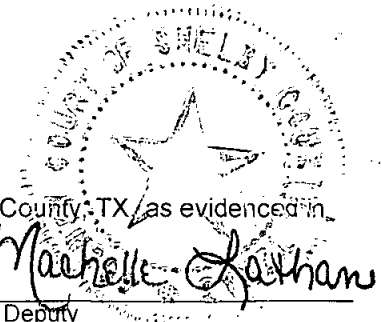
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Nacogdoches County, Texas

05/12/25	Mrs. W.V Loveless	Gulf Pipe Line Co. & Gulf Production Co.	114	195
05/12/25	L.B. Mast, et al.	Gulf Pipe Line Co. & Gulf Production Co.	114	237
As Amended by				
05/29/2002	AT Mast III, John C Mast, Patricia Mast George, & HGT Group, LP	Lancer Resources Company	1747	97
05/12/25	J.T. Smith, et ux.	Gulf Pipe Line Co. & Gulf Production Co.	114	221
05/12/25	I.L. Sturdevant	Gulf Pipe Line Co. & Gulf Production Co.	114	174
05/13/25	Mrs. Julia Curl	Gulf Pipe Line Co. & Gulf Production Co.	114	218
05/13/25	Geo. T. McNess	Gulf Pipe Line Co. & Gulf Production Co.	114	192
05/13/25	J.W. Millard	Gulf Pipe Line Co. & Gulf Production Co.	114	215
05/14/25	R. Partin, et ux.	Gulf Pipe Line Co. & Gulf Production Co.	114	209
05/14/25	Bill Thorn, et al.	Gulf Pipe Line Co. & Gulf Production Co.	114	232
05/14/25	Jim W. Weatherly, et ux.	Gulf Pipe Line Co. & Gulf Production Co.	114	227
05/15/25	Itasca P. Blount	Gulf Pipe Line Co. & Gulf Production Co.	114	216
05/15/25	G. W Falkner,	Gulf Pipe Line Co. & Gulf Production Co.	114	231
05/15/25	Bob T. Millard, et al.	Gulf Pipe Line Co. & Gulf Production Co.	114	149
05/15/25	Bob T. Millard, et ux.	Gulf Pipe Line Co. & Gulf Production Co.	114	225
05/15/25	L.S. Taylor, et al.	Gulf Pipe Line Co. & Gulf Production Co.	114	474
As Amended By:				
07/01/99	Nacogdoches Trade Days, L.C.	Lancer Resources Company	1371	169
05/19/25	Mrs. Jessie Greer	Gulf Pipe Line Co. & Gulf Production Co.	114	235
05/21/25	J.R. Gray, et al.	Gulf Pipe Line Co. & Gulf Production Co.	114	234

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Machelle Latham  
Deputy

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Nacogdoches County, Texas

05/29/25	Ollie Falkner, et ux.	Gulf Pipe Line Co. & Gulf Production Co.	114	259
05/29/25	Alex Fears, et ux.	Gulf Pipe Line Co. & Gulf Production Co.	114	261
07/31/25	Mrs. Elma Armfield	Gulf Pipe Line Co. & Gulf Production Co.	114	326
As Amended By:				
04/23/99	Cendant Mobility Services Corp.	Lancer Resources Company	1331	24
07/31/25	T.L. Blackshear	Gulf Pipe Line Co. & Gulf Production Co.	114	335
07/31/25	Dixon Greer	Gulf Pipe Line Co. & Gulf Production Co.	114	328
As Amended By:				
04/23/99	Cendant Mobility Services Corp.	Lancer Resources Company	1331	24
07/01/25	E. S. Greer, et ux.	Gulf Pipe Line Co. & Gulf Production Co.	114	329
07/31/25	R.C. White	Gulf Pipe Line Co. & Gulf Production Co.	114	333
08/01/25	W.C. Howard	Gulf Pipe Line Co. & Gulf Production Co.	114	330
08/01/25	C.H. Muckelroy, et ux.	Gulf Pipe Line Co. & Gulf Production Co.	114	336
08/01/25	Mrs. J.W. Strode	Gulf Pipe Line Co. & Gulf Production Co.	114	339
08/01/25	J.F. Wagner, et ux.	Gulf Pipe Line Co. & Gulf Production Co.	114	332
08/06/25	C.H. Loeckle	Gulf Pipe Line Co. & Gulf Production Co.	114	341
08/21/25	James D. Greer	Gulf Pipe Line Co. & Gulf Production Co.	114	371
08/21/25	J.D. Skeeters	Gulf Pipe Line Co. & Gulf Production Co.	114	369
02/23/26	George W. Tillery, Jr., Gdn., et al.	Gulf Pipe Line Co. & Gulf Production Co.		
11/22/26	J.E. Garrett	Gulf Pipe Line Co. & Gulf Production Co.	117	241
05/09/28	Mrs. A. L. Ramsey, Gdn., et al.	Gulf Pipe Line Co.	122	213
07/02/28	J.H. Summers, Jr.	Gulf Pipe Line Co. & Gulf Production Co.	122	234
09/10/29	J.H. Franklin, et al.	Gulf Pipe Line Co. & Gulf Production Co.	126	52

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EXHIBIT "B-3"

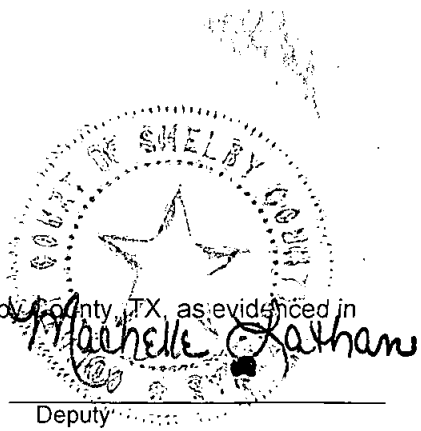
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Nacogdoches County, Texas

11/27/34	Rosa Prince, et al.	Gulf Pipe Line Co. & Gulf Production Co.	138	306
06/03/42	Ollie Falkner, et ux.	Gulf Pipe Line Co. & Gulf Production Co.	157	527
06/03/42	Dock Sexton, et al.	Gulf Pipe Line Co. & Gulf Production Co.	157	529
06/04/42	Thos.E. Baker	Gulf Pipe Line Co. & Gulf Production Co.	157	530
06/04/42	W. W Falkner, et ux.	Gulf Pipe Line Co. & Gulf Production Co.	157	520
06/04/42	W.F. Greer, et al.	Gulf Pipe Line Co. & Gulf Production Co.	157	517
06/04/42	L. B. Mast, et al.	Gulf Pipe Line Co. & Gulf Production Co.	157	519
07/18/42	State Hwy. Dept.	Gulf Refining Co.		
07/18/42	State Hwy. Dept.	Gulf Refining Co.		
10/28/42	J. R. Gray, et al.	Gulf Pipe Line Co. & Gulf Production Co.	160	323
05/24/49	State Hwy. Dept.	Gulf Refining Co.		
10/08/49	State Hwy. Dept.	Gulf Refining Co.		
12/04/51	Thomas E. Laird, et ux.	Gulf Refining Co.	223	369
10/19/54	Texas Hwy. Dept.	Gulf Refining Co.		
09/03/59	J.W. Sutton, et al.	Texas Eastern Transmission Corp.	285	32
11/02/59	Gulf Refining Company	Texas Eastern Transmission Corp.	285	581
11/02/59	Gulf Refining Company	Texas Eastern Transmission Corp.	285	581
03/02/60	Gulf Refining Co. and Texas & New Orleans RR Co.	Texas Eastern Transmission Corp.		N/R
03/02/60	Gulf Refining Co. and Texas & New Orleans RR Co.	Texas Eastern Transmission Corp.		N/R
12/18/64	Texas Hwy. Dept.	Texas Eastern Transmission Corp.		
01/17/69	Texas Eastern Transmission	E.W. Roark	353	741
12/12/73	Moore Business Forms, Inc.	Texas Eastern Transmission Corp.	387	349
01/13/76	Bethel Baptist Church	Texas Eastern Transmission Corp.	404	254

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Nacogdoches County, Texas

05/29/81	Lenvel Standland, et al.	Texas Eastern Transmission Corp.	465	124
02/16/83	Big Red Enterprises, Inc.	Texas Eastern Transmission Corp.	485	211
02/21/83	Glenn Layton	Texas Eastern Transmission Corp.	485	205
03/03/83	East Texas Portable Building Co.	Texas Eastern Transmission Corp.	485	200

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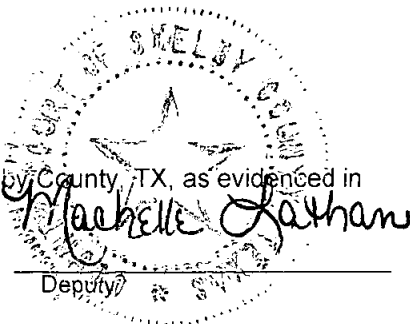




EXHIBIT "B-4"

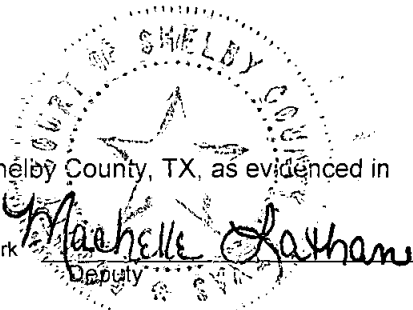
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Gas Pipeline, LP and Black Duck Properties, LLC

Angelina County, Texas

Date	Grantor	Grantee	Book	Page
07/02/10	W.H. Bonner	Gulf Pipe Line Co.	40	543
07/02/10	W.F. Heaton	Gulf Pipe Line Co.	30	421
07/02/10	M.A. Modisett, et. al.	Gulf Pipe Line Co.	30	100
07/04/10	Andy Modisett	Gulf Pipe Line Co.	30	43
07/06/10	J.L. Calvert	Gulf Pipe Line Co.	30	44
02/27/14	W.E. Massingill	Gulf Pipe Line Co.	35	677
02/27/14	J.C. Modisett, et ux.	Gulf Pipe Line Co.	35	678
02/27/14	M.A. Modisett, et. al.	Gulf Pipe Line Co.	35	679
03/04/14	J.W. Spears	Gulf Pipe Line Co.	35	680
03/27/14	W.F. Heaton, et ux.	Gulf Pipe Line Co.	35	681
04/25/25	E.C. Heaton, et al.	Gulf Pipe Line Co. & Gulf Production Co.	63	157
04/25/25	Mrs. W.E. Massingill	Gulf Pipe Line Co. & Gulf Production Co.	63	160
04/25/25	Mrs. Martha A Modisett	Gulf Pipe Line Co. & Gulf Production Co.	63	159
04/25/25	J.W Spears	Gulf Pipe Line Co. & Gulf Production Co.	63	158
04/29/25	J.C. Modisett, et ux.	Gulf Pipe Line Co. & Gulf Production Co.	63	175
06/02/42	J.C. Modisett, et ux.	Gulf Refining Co. & Gulf Oil Corp.	101	204
08/29/50	Texas Hwy. Dept.	Gulf Refining Co.		
12/02/59	Gulf Refining Co.	Texas Eastern Transmission Corp.	236	584

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**EXHIBIT "B-5"**

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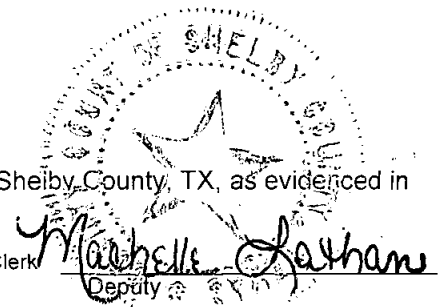
**EXCEPTIONS AS NOTED  
IN 1992 TEPCO TO LANCER PURCHASE AGREEMENT  
Nacogdoches County, Texas**

1. Tracts 20, 21, 26, 46 and 67 in Nacogdoches County, Texas involve easements that have been released prior to the date of the Purchase and Sale Agreement or from which the pipe has been removed prior to the date of this Agreement.
2. (A) Amendatory Agreement ("Agreement"), dated 1/13/76, between Bethel Baptist Church, by Trustees ("Bethel"), and Texas Eastern Transmission Corporation ("Corporation"), recorded in Volume 404, Page 254, Deed Records, Nacogdoches County, Texas. Said Agreement amends three easements recorded in Volume 74, Page 8, Volume 82, Page 410 and Volume 114, Page 369, whereby Corporation agrees to remove its existing pipeline from that portion of the property owned by Bethel and Bethel grants to Corporation an alternate right of way within a portion of land for future pipeline construction, subject to stated conditions.  
  
(B) Amendatory Agreement ("Agreement"), dated 03/03/83, between East Texas Portable Building Co., Inc. ("Owner"), and Texas Eastern Transmission Corporation ("Corporation"), recorded in Volume 485, Page 200, Deed Records, Nacogdoches County, Texas. Said Agreement amends easement recorded in Volume 114, Page 117, whereby Corporation agrees to re-route the pipeline and restrict easement to centerline as described therein, subject to certain rights reserved by Owner, as related to potential development of lands by Owner.  
  
(C) Amendatory Agreement ("Agreement"), dated 02/21/83, between Glenn Layton ("Owner"), and Texas Eastern Transmission Corporation ("Corporation"), recorded in Volume 485, Page 205, Deed Records, Nacogdoches County, Texas. Said Agreement amends easement recorded in Volume 114, Page 117, whereby Corporation agrees to re-route the pipeline and restrict easement to centerline as described therein, subject to certain rights reserved by Owner, as related to potential development of lands by Owner.  
  
(D) Amendatory Agreement ("Agreement"), dated 02/16/83, between Big Red Enterprises, Inc. ("Owner"), and Texas Eastern Transmission Corporation ("Corporation"), recorded in Volume 485, Page 211, Deed Records, Nacogdoches County, Texas. Said Agreement amends easement recorded in Volume 114, Page 177, whereby Corporation agrees to re-route the pipeline and restrict easement to centerline as described therein, subject to certain rights reserved by Owner, as related to potential development of lands by Owner.  
  
(E) Amendatory Agreement ("Agreement"), dated 05/29/81, between Lenvel Stanaland, et al. ("Owners"), and Texas Eastern Transmission Corporation

1

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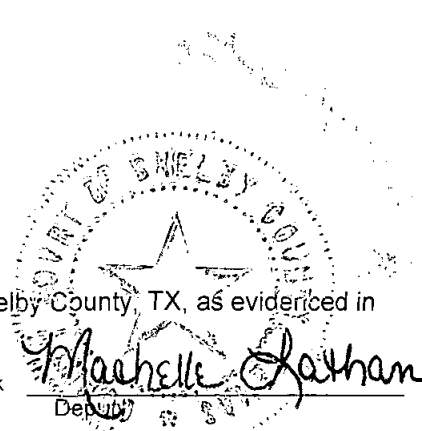
**EXHIBIT "B-5"**

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Purchase & Sale Agreement dated this 14<sup>th</sup> day of August, 2017, between The Express  
Gas Pipeline, LP and Black Duck Properties, LLC

("Corporation"), recorded in Volume 465, Page 124, Deed Records, Nacogdoches County, Texas. Said Agreement amends easement recorded in Volume 114, Page 174, whereby Corporation agrees to (i) cut and seal pipeline, (ii) Owners may then remove pipe and will own pipe, (iii) after removal of pipe Owners will be free to mine the sand and (iv) the easement of Corporation is restricted to centerline as described therein.

(F) Amendatory Agreement ("Agreement"), dated 12/12/73, between Moore Business Forms, Inc. ("Moore"), and Texas Eastern Transmission Corporation ("Corporation"), recorded in Volume 387, Page 349, Deed Records, Nacogdoches County, Texas. Said Agreement amends easement recorded in Volume 114, Page 149 and Volume 114, Page 239, whereby Corporation agrees to confine the right of way to centerline described therein and to abandon its existing 8" pipeline as it lies on the property owned by Moore.

(G) Partial Release, dated 1/17/69, from Texas Eastern Transmission Corporation ("Corporation") to E.W. Roark ("Owner"), recorded in Volume 353, Page 741, Deed Records, Nacogdoches County, Texas. Said Partial Release releases that portion of lands covered by Easements recorded in Volume 114, Page 166 and Volume 114, Page 168 which lies south of Texas State Highway 7 and describes the centerline of new right of way,



**EXHIBIT "B-6"**

Attached hereto and made a part of that certain  
Purchase & Sale Agreement dated this 14<sup>th</sup> day of August, 2017, between The Express  
Gas Pipeline, LP and Black Duck Properties, LLC

**AMENDMENTS, RELEASES AND NEW RIGHTS OF WAYS AND  
EASEMENTS SINCE TEPCO TO LANCER SALE**

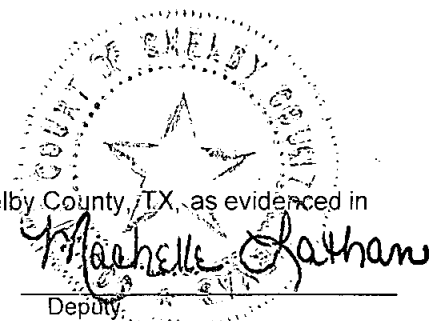
Nacogdoches, Rusk and Shelby Counties

- (1) Amended and Restated Release, Abandonment and Relocation of Easement, dated 04/23/99, between Cendant Mobility Services Corporation, ("Cendant"), and Lancer Resources Company, ("Lancer"), recorded in Volume 1331, Page 24, Deed Records, Nacogdoches County, Texas. Said Agreement amends easements recorded in Volume 72, Pages 629-630, Volume 82, Page 394-395, Volume 114, Page 328, Volume 74, Page 58, Volume 72, Page 630, Volume 82, Page 395, and Volume 114, Pages 326-327, whereby Lancer agrees to release a portion of the easements and relocate the existing easement around the perimeter boundary of the 5.65 acre tract.
- (2) Amendment to Right of Way Agreement, effective July 1, 1999 by and between Lancer Resources Company and Nacogdoches Trade Days, LLC, recorded in Volume 1371, Page 169, whereby Lancer agrees to limit the right of way to a 20' permanent right of way and Lancer retained the right to utilize reasonable work space for the installation of a new pipeline or the replacement of the existing pipeline.
- (3) Release of Easement, dated 01/19/2001, between Acme Brick Company, ("Acme"), and Lancer Resources Company, ("Lancer"), recorded in Volume 1560, Page 315, Deed Records, Nacogdoches County, Texas and Volume 2245, Page 656, Official Public Records, Rusk County, Texas. Said Agreement amends easement recorded in Volume 112, Page 37, whereby Lancer agrees to release easement in exchange for new Pipeline Right of Way Easement described below.
- (4) Pipeline Right of Way Easement, dated 01/19/2001, between Lancer Resources Company, ("Lancer"), and Acme Brick Company, ("Acme"), recorded in Volume 1575, Page 80, Deed Records, Nacogdoches County, Texas and at Volume 2252, Page 355, Deed Records, Rusk County, Texas. Said agreement grants easement to Lancer as described in Agreement.
- (5) Release, Abandonment and Relocation of Easement, effective 05/01/2002, between A.T. Mast III, John C. Mast, Patricia Mast George, ("Mast"), and Lancer Resources Company, ("Lancer"), recorded in Volume 1747, Page 97, Deed Records, Nacogdoches County, Texas. Said agreement amends easements recorded in Volume 114, Pages 237-238 of the Deed Records of Nacogdoches County, Texas and relocated easement as described in Agreement.

1

I do hereby certify this to be a true copy of the attached document filed and recorded in Shelby County, TX, as evidenced in Instrument 2017002756.

WITNESS MY HAND AND OFFICIAL SEAL, THIS August 15, 2017. Jennifer L. Fountain, County Clerk



**EXHIBIT "B-6"**

Attached hereto and made a part of that certain  
Purchase & Sale Agreement dated this 14<sup>th</sup> day of August, 2017, between The Express  
Gas Pipeline, LP and Black Duck Properties, LLC

- (6) Ratification of Right of Way Agreement by and between Florence J. Bowlin, Linda K. Knight and Robert D. Templin and The Express Gas Pipeline, L.P. dated May 11, 2011 and filed of record at Document Number 2011003582 of the Shelby County Deed Records ("SCDR") and the Letter Agreement referenced therein. Said agreement amends an easement recorded in Volume 126, Page 539, et seq., of the SCDR as described in said Letter Agreement.
- (7) Agreed Judgment in Cause No. 09CV30,712 styled *Donald Lewis Scrimsher and Chhavy Khorn v. The Express Gas Pipeline, L.P.* in the District Court of Shelby County Texas and filed at Document Number 2011003023 of the SCDR and the Ratification of Right of Way Agreement by and between Donald Lewis Scrimsher and Chhavy Khourn and The Express Gas Pipeline, L.P. dated March 8, 2011 and filed of record at Document Number 2011003024 of the SCDR and the Agreement referenced in said Ratification. Said Agreement, and the subsequent Addendum thereto, amends easements recorded in Volume 131, Page 137, et seq., and Volume 126, Page 503, et seq., of the SCDR as described in said Agreement.
- (8) Agreed Judgment in Cause No. 09CV30,448 styled *Steve Biel and wife Regina Biel v. The Express Gas Pipeline, L.P.* in the District Court of Shelby County Texas and filed at Document Number 20100013501 of the SCDR and the Ratification of Right of Way Agreement by and between Steve Biel and Regina Biel and The Express Gas Pipeline, L.P. dated October 30, 2010 and filed of record at Document Number 20100013500 of the SCDR and the Agreement referenced in said Ratification. Said Agreement, and the subsequent Addendum thereto dated November 15, 2013, amends an easement recorded in Volume 127, Page 54, et seq., of the SCDR as described in said Agreement.
- (9) Ratification of Right of Way Agreement by and between Steve Cockrell, Truitt Cockrell and Carolyn Cockrell Daw and The Express Gas Pipeline, L.P. dated May 27, 2015 and filed of record at Document Number 2015002621 of the SCDR and the Agreement referenced in said Ratification dated June 26, 2015. Said Agreement amends easements recorded in Volume 127, Page 142, et seq., and Volume 124, Page 479, et seq., of the SCDR as described in said Agreement.
- (10) Ratification of Right of Way Agreement by and between Cecil McCune and Deborah J. McCune and The Express Gas Pipeline, L.P. dated May 27, 2015 and filed of record at Document Number 2015002620 of the SCDR and the Agreement referenced in said Ratification dated May 25, 2015. Said Agreement amends easements recorded in Volume 126, Page 528, et seq., and Volume 127, Page 138, et seq., of the SCDR as described in said Agreement.

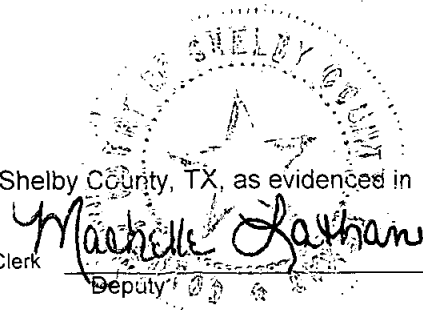


EXHIBIT "B-6"

Attached hereto and made a part of that certain  
Purchase & Sale Agreement dated this 14<sup>th</sup> day of August, 2017, between The Express  
Gas Pipeline, LP and Black Duck Properties, LLC

(11)Letter Agreement by and between Classic Hydrocarbons Operating, Inc. and  
The Express Gas Pipeline, L.P. dated April 18, 2012 regarding the re-routing  
of the 8" pipeline around the Widdon Gas Unit #2 pad site location and the  
R&M Farms Unit #3 pad site location in Shelby County, Texas.

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

*Jennifer L. Fountain*



Jennifer L. Fountain, County Clerk  
Shelby County, Texas

August 15, 2017 09:49:41 AM

FEE: \$154.00 MLATHAN  
CO

2017002756

STATE OF TEXAS  
COUNTY OF SHELBY COUNTY

I, Jennifer L. Fountain, County Clerk of Shelby County, Texas  
do hereby certify that the foregoing is a true and correct copy  
of the instrument as the same appears of record in my office in

Vol. 2017002756 Page 3 of 3 Number 3

Records of Shelby County, Texas

Witness my Office hand and seal of Office this 8/15/17

JENNIFER L. FOUNTAIN, COUNTY CLERK,

*Michelle Latham* DEPUTY

I do hereby certify this to be a true copy of the attached document filed and recorded in Shelby County, TX as evidenced in  
Instrument 2017002756.

WITNESS MY HAND AND OFFICIAL SEAL, THIS August 15, 2017. Jennifer L. Fountain, County Clerk

*Michelle Latham*  
Deputy

Nacogdoches County  
June Clifton  
Nacogdoches County Clerk  
Nacogdoches, Texas 75961



70 2017 00008120

Instrument Number: 2017-8120

As

Recorded On: November 03, 2017

Recording

Parties: TEXAS PARKS & WILDLIFE DEPARTMENT

Billable Pages: 14

To WESTLAKE CHEMICAL OPCO LP

Number of Pages: 15

Comment: EASEMENT

( Parties listed above are for Clerks reference only )

**\*\* THIS IS NOT A BILL \*\***

Recording	78.00
Total Recording:	78.00

\*\*\*\*\* DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 2017-8120  
Receipt Number: 120734  
Recorded Date/Time: November 03, 2017 04:29:32P  
Book-Vol/Pg: BK-OPR VL-4668 PG-55  
User / Station: J Allen - Cash Station 02

**Record and Return To:**

BUCKEYE PATNERS LP  
ATTN: DANIEL MANGUM  
ONE GREENWAY PLAZA, SUITE 600  
HOUSTON TX 77046



I hereby certify that this instrument was filed on the date  
and time stamped here on and was duly recorded in the  
Official Public Records in Nacogdoches County, Texas

*June Clifton*

JUNE CLIFTON  
NACOGDOCHES COUNTY CLERK

Exhibit 2

**EASEMENT ON TEXAS PARKS AND WILDLIFE DEPARTMENT LAND**  
**(Renewal of former ME970024 through Texas General Land Office)**  
**Miscellaneous Easement No. 970024**

STATE OF TEXAS           §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF NACOGDOCHES   §

This easement (Agreement) renewal is granted by virtue of the authority provided in Section 11.301, TEXAS PARKS & WILDLIFE CODE, and all other applicable statutes and rules, as the same may be amended from time to time, and is subject to all applicable regulations promulgated from time to time.

**ARTICLE I. PREMISES**

1.01. In consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the TEXAS PARKS AND WILDLIFE DEPARTMENT, whose address is 4200 Smith School Road, Austin, Texas, 78744 ("Grantor"), hereby grants to Westlake Chemical OpCo LP, 2801 Post Oak Blvd., Houston, Texas 77056, with phone for company contact - David Williams, 903-242-7519 or 903-806-9505, ("Grantee"), a non-exclusive easement for the purposes identified herein for one (1) 10.75 inch O.D. pipeline, for the purpose of transporting petrochemical products (the "Improvements").

1.02. The easement is located on Texas Parks and Wildlife Department land known as the Alazan Bayou Wildlife Management Area (ABWMA), Nacogdoches County, Texas. The easement tract is a 649.74 rods long and thirty-five (35) feet wide right-of-way, being (17.5) feet on either side of a centerline of the pipeline, as more particularly described in the Vicinity Map attached hereto as Exhibit A and the Centerline Description attached hereto as Exhibit B, both of which are attached hereto and incorporated herein for all purposes by this reference (the "Premises").

1.03 GRANTEE HAS INSPECTED THE PHYSICAL AND TOPOGRAPHIC CONDITION OF THE PREMISES AND ACCEPTS THE SAME "AS IS", IN ITS EXISTING PHYSICAL AND TOPOGRAPHIC CONDITION. GRANTOR DISCLAIMS ANY AND ALL WARRANTIES OF HABITABILITY, MERCHANTABILITY, SUITABILITY, FITNESS FOR ANY PURPOSE, AND ANY OTHER WARRANTY WHATSOEVER NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. GRANTOR AND GRANTEE HEREBY AGREE AND ACKNOWLEDGE THAT THE USE OF THE TERM "GRANT" IN NO WAY IMPLIES THAT THE EASEMENT GRANTED HEREIN IS FREE OF LIENS, ENCUMBRANCES AND/OR PRIOR RIGHTS. GRANTEE ACKNOWLEDGES THAT IT IS NOT RELYING UPON ANY REPRESENTATION, WARRANTY, STATEMENT OR OTHER ASSERTION OF GRANTOR; OR ANY OFFICIAL, AGENT, REPRESENTATIVE OR EMPLOYEE OF GRANTOR, WITH RESPECT TO THE PROPERTY CONDITION, BUT IS RELYING ON GRANTEE'S OWN EXAMINATION OF THE PROPERTY. NOTICE IS HEREBY GIVEN TO GRANTEE THAT ANY PRIOR GRANT AND/OR ENCUMBRANCE MAY BE OF RECORD AND GRANTEE IS ADVISED TO EXAMINE ALL LAND TITLE RECORDS OF THE COUNTY IN WHICH THE PREMISES ARE LOCATED. THE PROVISIONS OF THIS SECTION 1.03 SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS EASEMENT.



## **ARTICLE II. TERM**

2.01. This Agreement is for ten (10) years beginning January 1, 2017 and terminating on December 31, 2027, unless earlier terminated as provided herein and provided the terms of this agreement have not been violated by Grantee. Grantor and Grantee agree that this Agreement shall automatically terminate if Grantee ceases to use the Premises for the purposes set forth in Article IV hereof.

## **ARTICLE III. CONSIDERATION**

3.01 For the ten-year term of this Agreement, beginning January 1, 2017, the following amount will be due from Grantee to Grantor as damages for ongoing loss of habitat, lost productivity to fish and wildlife resources and loss of recreational opportunity to the public on the state's wildlife management area: One Hundred Seventy Four Thousand, Six Hundred Seventeen and 63/100 Dollars (\$174,617.63), payable in goods and services or cash payment, at the discretion of the Area Manager.

Goods and services will be used by the Department at the discretion of the Area Manager. Goods and services shall consist of supplies, materials, equipment, vehicles, infrastructure and habitat enhancements for use on the wildlife management areas, or real property acquisition as specified by the Area Manager, 8096 FM 2782, Nacogdoches, Texas 75964. Vouchers submitted to the Grantee for payment of goods and services shall be for amounts no less than \$500.00. Grantee shall make funds available for expenditure on goods and services for the term of the easement. Unencumbered funds remaining following termination of easements shall be remitted to Grantor for deposit in Fund 009.

3.02. Grantee shall pay and discharge any and all taxes, general and special assessments, and other charges which may be levied on or against the Premises or any improvements on account of Grantee's use of the Premises. Grantee shall pay such taxes, charges and assessments 15 days prior to the date of delinquency thereof directly to the authority or official charged with the collection thereof. Notwithstanding the foregoing, Grantor shall provide Grantee written notice of any delinquency of which Grantor is aware and Grantee will pay such delinquency immediately.

3.03. Grantee agrees to and shall protect and hold Grantor harmless from liability for any and all such taxes, charges, and assessments, together with any penalties and interest thereon, and from any sale or other proceedings to enforce payment thereof. Grantee shall have the right, in good faith, at its sole cost and expense, to contest any such taxes, charges or assessments.

3.04. All sums provided to be paid by Grantee hereunder shall be due and payable without demand or notice by Grantor.

## **ARTICLE IV. USE**

4.01. Subject to the terms and conditions of this Agreement, Grantee (the term "Grantee" includes Grantee's officers, representatives, employees, agents, contractors, and subcontractors throughout this Agreement) shall have the right to use the Premises, together with the right of ingress and egress through ABWMA, solely to maintain, operate and repair the Improvements. Grantee shall not use the Premises or ABWMA for any other purpose without first obtaining the written consent of Grantor. Grantee shall not upgrade, or add an additional pipeline or pipelines, utilities or infrastructure without the written consent of Grantor, and shall be subject to a surface use agreement and/or an amendment to this easement, subject to the terms and conditions for TPWD easements in effect at the time.

4.02. Grantor, its officers, representatives, employees and agents shall have the right to enter upon the Premises at all reasonable times for the purpose of inspection and for any other reasonable purpose necessary to protect Grantor's interests therein. Further, Grantor shall have the right to use any or all of the Premises for any purpose not inconsistent with this Agreement.

4.03. Grantee shall not use, or permit the use of, the Premises or ABWMA for any illegal purpose. Grantee shall comply, and cause its officers, employees, representatives, agents, contractors, subcontractors and invitees to comply, with the provisions of this Agreement and all applicable laws, ordinances, rules and regulations of authorities with jurisdiction over Grantee's activities or use of the Premises or ABWMA. Grantee shall continue to maintain the road access to the pipeline, constructed by the Grantee to accommodate access by two-wheel drive vehicles, including adding culverts, all-weather road base material, and other maintenance as necessary.

4.04. Grantee shall not assign or sublease the Premises, or the rights granted herein, in whole or in part, to any third party for any purpose without the prior written consent of Grantor.

## **ARTICLE V. OPERATION**

5.01. Subject to the terms and conditions set forth below, Grantee shall have the right to maintain, operate and repair the Improvements on the Premises in accordance with the terms and conditions of this Agreement.

5.02. The location of the Premises is fixed at the location of the existing pipeline facility as described and depicted in Exhibits "A" and "B", and shall not change without the prior written consent of the Grantor.

5.03. In accomplishing any installation, construction, maintenance, repair or operation of the Improvements, Grantee agrees to comply with the terms and conditions set forth and with the following special conditions:

- a. Grantee shall operate, maintain and repair the Improvements in a manner that results in the least possible disturbance to soils, vegetation and surrounding property. Grantee shall not operate vehicles off established roadways or conduct surface-disturbing activities, including maintenance, repair, replacement, or inspection activities, except in accordance with a surface use agreement signed by Grantor. For reasons of safety and security, Grantee shall provide notice to, and receive consent from the ABWMA manager before Grantee's representatives, employees, agents, contractors, or subcontractors access the ABWMA, which consent shall not be unreasonably withheld;
- b. Except as may be required by the governing body having jurisdiction over the pipeline and its operation, this easement is to be considered as a "no mow" easement. No clearing, mowing or other disturbance of vegetation or soils is allowed within this easement, unless approved in writing by the Project Leader or Area Manager for the ABWMA. If approved in writing, Grantee may clear natural vegetation only to the extent that it poses a hazard or hindrance to public safety or operation of the Improvements;
- c. Grantee shall not dispose of brush and other materials cleared from the Premises except by methods approved by Grantor. In no instance shall such materials be burned;
- d. Grantee shall leave a screen of natural vegetation where the Premises would otherwise be visible from any road or highway;
- e. Grantee shall exercise care in the operation, maintenance and repair of the Improvements so as to cause the least possible amount of disturbance to natural features, or to constructed features;
- f. Grantee shall use appropriate efforts and safeguards to prevent pollution of air, ground and water in and around the Premises; and to comply with all applicable rules and regulations of the State of Texas, and the federal government including, without limitation, the Texas Parks & Wildlife Department and other authorities with jurisdiction over the Premises and ABWMA for the protection and preservation of public lands and waters;
- g. Grantee shall correct or repair damages resulting from activities authorized hereunder in a manner satisfactory to the Grantor or its designated representative;

- h. Grantee shall repair or replace any road, fence, bridge, building or other structure, other than Grantee's own structures, damaged or destroyed by Grantee's activities on the Premises or ABWMA, and shall remove any equipment, structures, vehicles or other materials not in use or continually serving as functional components of the Improvements;
- i. Grantee shall comply with all applicable federal, state and local statutes, rules and regulations, and generally accepted industry practices and standards presently in force and as amended, superseded or replaced in the future;
- j. Grantee shall avoid disturbance to nesting waterbirds during the period of February 15<sup>th</sup> to September 1<sup>st</sup>.

5.04. Grantee shall notify any contractor performing work or services related to this Agreement of all general and special conditions applicable to such work or services and shall provide Grantor with a copy of such notice. Further, Grantee shall be liable for any action of such contractor or its subcontractor which is inconsistent with the provisions of this Agreement.

5.05. Grantee shall provide written notice to Grantor of planned installation, construction, maintenance, or repairs at least 48 hours in advance of the initiation of such activity so that Grantor may adjust its own operation or public activities on or near the Premises. Grantee will leave gates open, closed, locked or unlocked, the same as they are found, at all times.

5.06. Grantee shall be fully liable and responsible for any damage to the Premises and ABWMA, the Improvements, or any other property of any nature, arising or resulting from its use of the Premises or ABWMA, its own acts or omissions, or those of its officers, representatives, employees, agents, contractors, subcontractors and invitees, related to the exercise of the rights granted herein. Grantee agrees to repair or replace, as required, such damage to land or Improvements to the reasonable satisfaction of Grantor, or, at Grantor's option, to compensate Grantor for a reasonable amount for such damage. In the event of an incident that results in pollution of the Premises and/or the adjacent property of Grantor or others, Grantee shall use all reasonable measures available to recapture any pollutants which have escaped or may escape. THE PROVISIONS OF THIS SECTION SHALL SURVIVE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

## ARTICLE VI. INDEMNITY

**6.01 GRANTEE SHALL BE FULLY LIABLE AND RESPONSIBLE FOR ANY DAMAGE, OF ANY NATURE, ARISING OR RESULTING FROM OR ATTRIBUTABLE TO GRANTEE'S USE GRANTED HEREIN OR THE ACTS OR OMISSIONS OF GRANTEE, ITS AGENTS OR CONTRACTORS RELATED TO GRANTEE'S EXERCISE OF THE RIGHTS GRANTED HEREIN. GRANTEE AGREES TO AND SHALL INDEMNIFY AND HOLD THE GRANTOR, THE GRANTOR'S OFFICERS, AGENTS, AND EMPLOYEES, HARMLESS FROM AND AGAINST CLAIMS, SUIT, COSTS, LIABILITY OR DAMAGES OF ANY KIND, INCLUDING STRICT LIABILITY CLAIMS, COSTS OF COURT, ATTORNEY'S FEES AND COSTS OF INVESTIGATION OR EXPERTS, WITHOUT LIMIT AND WITHOUT REGARD TO CAUSE OF THE DAMAGE OR THE NEGLIGENCE OF ANY PARTY (EXCEPT TO THE EXTENT OF THE PROPORTIONATE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE GRANTOR, THE GRANTOR'S OFFICERS, AGENTS, EMPLOYEES, OR CONTRACTORS) ARISING DIRECTLY OR INDIRECTLY FROM OR ATTRIBUTABLE TO GRANTEE'S USE OF THE PREMISES (INCLUDING ABWMA AND ANY ADJACENT OR CONTIGUOUS LAND) OR FROM ANY BREACH BY GRANTEE OF THE TERMS, COVENANTS OR CONDITIONS CONTAINED HEREIN. THE PROVISIONS OF THIS SECTION SHALL SURVIVE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.**

## **ARTICLE VII. DEFAULT AND TERMINATION**

7.01. In the event that Grantee fails to comply with any of the covenants, conditions, terms, undertakings or provisions hereof, Grantor shall notify Grantee in writing of said default and Grantee shall have thirty (30) days to cure the default; provided however if any such default requires work to be performed, acts to be done or conditions to be remedied which, by their nature, cannot be performed, done, or remedied within said period, then Grantee is deemed in compliance if Grantee commences same within said period and thereafter diligently and continuously prosecutes the same to completion. Further, no waiver of any default, breach or noncompliance with respect to any of the covenants, conditions, undertakings or provisions hereof which may be given by Grantor shall operate as a waiver of any subsequent or different breach or default or as a waiver of Grantor's rights under this paragraph.

7.02. Each of the following acts by Grantee shall constitute an event of default and termination hereunder:

- a. Abandonment or vacating of the Improvements or Premises or any significant part thereof.
- b. Bankruptcy, insolvency or other such act resulting in the appointment of a receiver, liquidator, custodian, or other such fiduciary charged with liquidating or winding-up of Grantee's affairs.
- c. Material noncompliance with the Agreement after notice and opportunity to cure as provided in sec. 7.01.
- d. Nonpayment pursuant to section 3.01.

7.03. Except as otherwise provided in subsection 7.04, Grantee shall, within one hundred twenty (120) days from the date of expiration or sooner termination of this Agreement, remove all personal property and the Improvements, and shall restore the Premises (and any other property affected by such removal activities) to the same condition that existed before Grantee entered thereon. Such removal and restoration activities shall be conducted in accordance with Grantor's guidelines in effect at the time of removal/restoration which may include, without limitation, specific removal techniques required for protection of natural resources, and mitigation or payment in lieu of mitigation for any and all damages resulting from removal activities. Grantee shall notify Grantor at least ten (10) days before commencing removal/restoration activities so that a field inspector may be present. Grantor may require that the Improvements be left in place if in the Grantor's sole opinion and discretion, the removal of Improvements would result in greater damage to the Premises than leaving the Improvements in place. Grantor may require purging, capping, sealing and other such protective measures if the Improvements are to be left in place.

7.04. Grantor may waive the removal/restoration requirements in subsection 7.03 if, in Grantor's sole opinion and discretion, such waiver is in the best interest of Grantor. No such waiver is effective unless such waiver is in writing and may be conditioned upon factors including, without limitation, the nature and sensitivity of the natural resources in the area, potential damage to or destruction of property, beneficial uses of the existing Improvements, and other factors considered to be in the best interest of Grantor.

## **ARTICLE VIII. HOLDOVER**

8.01. If Grantee holds over and continues in possession of the Premises after expiration or earlier termination of this Agreement, Grantee will be deemed to be occupying the Premises on the basis of a month-to-month tenancy subject to all of the terms and conditions of this Agreement, except that as liquidated damages by reason

of such holding over, Grantee shall be required to pay Grantor holdover consideration in the amount of Two Thousand and No/100 Dollars (\$2,000.00) per month during such holdover period. Grantee acknowledges that in the event it holds over, Grantor's actual damages will be difficult, if not impossible, to ascertain, and the liquidated damages herein agreed to be paid are reasonable in amount and are payable in lieu of actual damages and are not a penalty. Grantee further acknowledges that acceptance of holdover consideration does not imply Grantor consent to holdover.

8.02. The tenancy from month-to-month described in Section 8.01 of this Agreement may be terminated by either party upon thirty (30) days written notice to the other.

8.03. The consideration due after notice of termination has been given is to be calculated according to Section 8.01 hereinabove on a pro rata basis. If upon notice of termination by the Grantor, Grantee pays consideration in excess of the amount due and payable and the Grantor accepts such payment, the acceptance of such payment will not operate as a waiver by the Grantor of the notice of termination unless such waiver is in writing and signed by the Grantor. Any such excess amounts paid by Grantee and accepted by the Grantor shall be promptly refunded by the Grantor after deducting any amounts owed to the Grantor.

## ARTICLE IX. RESERVATIONS

9.01. To the extent not previously conveyed, Grantor reserves to itself all rights to all minerals, ores and metals of any kind and character found at the surface and in, on or under the Premises and ABWMA and to all groundwater and geothermal resources.

## ARTICLE X. NOTICE

10.01. Each party shall keep the other informed of its current address. The initial addresses for notice are as follows:

### GRANTOR:

Texas Parks and Wildlife Department  
Attn: WMA Facilities Coordinator  
4200 Smith School Road  
Austin, Texas 78744-3291

WILDLIFE DIVISION  
Dennis Gissell, 512-389-4407

### GRANTEE:

Westlake Chemical OpCo LP  
Attn: Sr. Pipeline Coordinator (David Williams)  
P.O. Box 8388  
Longview, Texas 75607  
David Williams, 903-242-7519 or 903-806-9505  
with CC to: Westlake Chemical OpCoLP  
2801 Post Oak Blvd., Suite 600  
Attn: General Counsel  
Houston, Texas 77056

10.02. Any notice which may or shall be given hereunder shall be in writing and shall be sent by U.S. mail, postage prepaid, registered or certified, with return receipt requested, to the respective addresses stated above or as changed by a party from time to time by the giving of notice to the other.

10.03. No change of address of either party shall be binding on the other until notice of such change is given as provided herein. A post office receipt for such notice or a signed return receipt shall be conclusive that such notice was delivered in due course if mailed as provided above. Any notice mailed in the above manner shall be

deemed completed upon the earlier to occur of (1) actual receipt, as indicated on a signed return receipt or (2) three days after posting such notice as provided above.

## **ARTICLE XI. MISCELLANEOUS PROVISIONS**

11.01. With respect to terminology in this Agreement, each number (singular or plural) shall include all numbers, and each gender (male, female or neuter) shall include all genders. If any provision of this Agreement shall ever be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions of the Agreement, but such other provisions shall continue in full force and effect to the extent reasonable and practicable.

11.02. The titles of the Articles in this Agreement shall have no effect and shall neither limit nor amplify the provisions of the Agreement itself. This Agreement shall be binding upon and shall accrue to the benefit of the Grantor, its successors and assigns, Grantee, Grantee's successors and assigns (or heirs, executors, administrators and assigns, as the case may be). The words "hereof," "herein," "hereunder," "hereinafter" refer to this entire instrument, not just to the specific article, section or paragraph in which such words appear.

11.03. Neither acceptance of consideration (or any portion thereof) or any other sums payable by Grantee hereunder (or any portion thereof) to the Grantor nor failure by Grantor to complain of any action, non-action or default of Grantee shall constitute a waiver as to any breach of any covenant or condition of Grantee contained herein nor a waiver of any of the Grantor's rights hereunder. Waiver by the Grantor of any right for any default of Grantee shall not constitute a waiver of any right for either a prior or subsequent default of the same obligation or for any prior or subsequent default of any other obligation. No right or remedy of the Grantor hereunder or covenant, duty or obligation of Grantee hereunder shall be deemed waived by the Grantor unless such waiver be in writing, signed by a duly authorized representative of the Grantor.

11.04. No provision of this Agreement shall be construed in such a way as to constitute the Grantor and Grantee joint venturers or co-partners or to make Grantee the agent of Grantor or make the Grantor liable for the debts of Grantee.

11.05. In all instances where Grantee is required hereunder to pay any sum or do any act at a particular indicated time or within an indicated period, it is understood that time is of the essence.

11.06. Under no circumstances whatsoever shall the Grantor ever be liable hereunder for consequential damages or special damages. The terms of this Agreement shall only be binding on Grantor during the period of its ownership of the Premises and in the event of the transfer of such ownership interest, Grantor shall thereupon be released and discharged from all covenants and obligations under this Agreement incurred after the date of ownership transfer.

11.07. All monetary obligations of the Grantor and Grantee (including, without limitation, any monetary obligation for damages for any breach of the respective covenants, duties or obligations of either party hereunder) are performable exclusively in Austin, Travis County, Texas.

11.08. The obligation of Grantee to pay all consideration and other sums hereunder provided to be paid by Grantee and the obligation of Grantee to perform Grantee's other covenants and duties under this Agreement constitute independent, unconditional obligations to be performed at all times provided for hereunder, save and except only when an abatement thereof or reduction therein is expressly provided for in this Agreement and not otherwise. Grantee waives and relinquishes all rights which Grantee might have to claim any nature of lien against, or withhold or deduct from or offset against, any consideration or other sums provided hereunder to be

paid to the Grantor by Grantee. Grantee waives and relinquishes any right to assert, either as a claim or as a defense, that the Grantor is bound to perform or is liable for the nonperformance of any implied covenant or implied duty of the Grantor not expressly set forth in this Agreement.

## **ARTICLE XII. INFORMATIONAL REQUIREMENTS**

12.01. The Parties shall provide each other written notice of any change in name, address, corporate structure, legal status or any other information relevant to this Agreement.

12.02. Grantee shall provide to the Grantor any other information reasonably requested by the Grantor in writing within thirty (30) days following such request or such other time period approved by the Grantor (such approval not to be unreasonably withheld).

12.03. Grantee hereby acknowledges that late submission by Grantee to the Grantor of information (including, without limitation, as-built and/or burial surveys) required under this Agreement will cause the Grantor to incur various expenses not contemplated by this Agreement, the exact amount of which are presently difficult to ascertain. Accordingly, if any information required to be submitted within a certain time under the terms of this Agreement shall not be received by the Grantor on or before five (5) days after the date when due, then, Grantee shall pay to the Grantor a "Late Charge" equal to one hundred dollars (\$100.00) for each day past due. The Grantor and Grantee agree that such Late Charge represents a fair and reasonable estimate of the expenses that the Grantor will incur by reason of such late submission of information by Grantee. Acceptance of such Late Charge by the Grantor shall not constitute a waiver of Grantee's default with respect to any such past due information, nor prevent the Grantor from exercising any other rights and remedies granted under this Agreement, at law, or in equity.

## **ARTICLE XIII. ENTIRE AGREEMENT**

13.01. This Agreement, including exhibits, constitutes the entire agreement between Grantor and Grantee and no prior written or prior contemporaneous oral promises or representations shall be binding.

13.02. This Agreement shall become effective only upon execution by all parties hereto and delivery of a fully executed counterpart to each party.

13.03. This Agreement shall not be amended, changed, altered, or extended except by written instrument signed by all parties hereto.

13.04. Within thirty (30) days following execution of this Agreement, Grantee shall record the Agreement or a memorandum thereof in the real property records of the county or counties in which the premises are located and provide a certified copy of the recorded instrument to Grantor. Should Grantee fail to do so, Grantor may cause the Easement to be recorded, at Grantee's expense, and to have the cost thereof reimbursed upon advising Grantee of such cost.

13.05. Upon expiration or earlier termination of this Agreement, Grantee agrees to execute documents, in recordable form, reasonably required by Grantor to evidence expiration or termination of this Agreement. GRANTEE'S OBLIGATION TO EXECUTE SUCH DOCUMENTS SHALL SURVIVE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

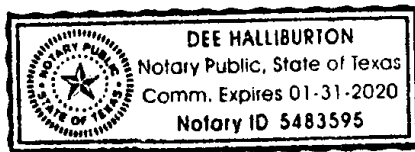
TEXAS PARKS AND WILDLIFE DEPARTMENT (GRANTOR)

By: Ann Bright 9-25-17  
Ann Bright, Chief Operating Officer Date

ACKNOWLEDGEMENT

STATE OF TEXAS §  
COUNTY OF TRAVIS §

This Agreement was acknowledged before me on the 25 day of September 2017, by Ann Bright, as Chief Operating Officer of the Texas Parks and Wildlife Department.



Dee Halliburton  
Dee Halliburton  
Notary Public  
State of Texas

WESTLAKE CHEMICAL OPCO LP (GRANTEE)

By: Amy E Moore 5/18/2017  
Date

Printed Name: Amy E. Moore Title: Operations Manager  
nee

Please return to:

Buckeye Development + Logistics LLC

Attn: Daniel Mangum

One Greenway Plaza, Suite 600 Houston, TX 77046



ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF Harris §

This Agreement was acknowledged before me on the 18 day of May 2017, by  
Amy Moore, on behalf of Westlake Chemical OpCo LP.



[Signature]  
\_\_\_\_\_  
Notary Public  
State of Texas

## EXHIBIT A

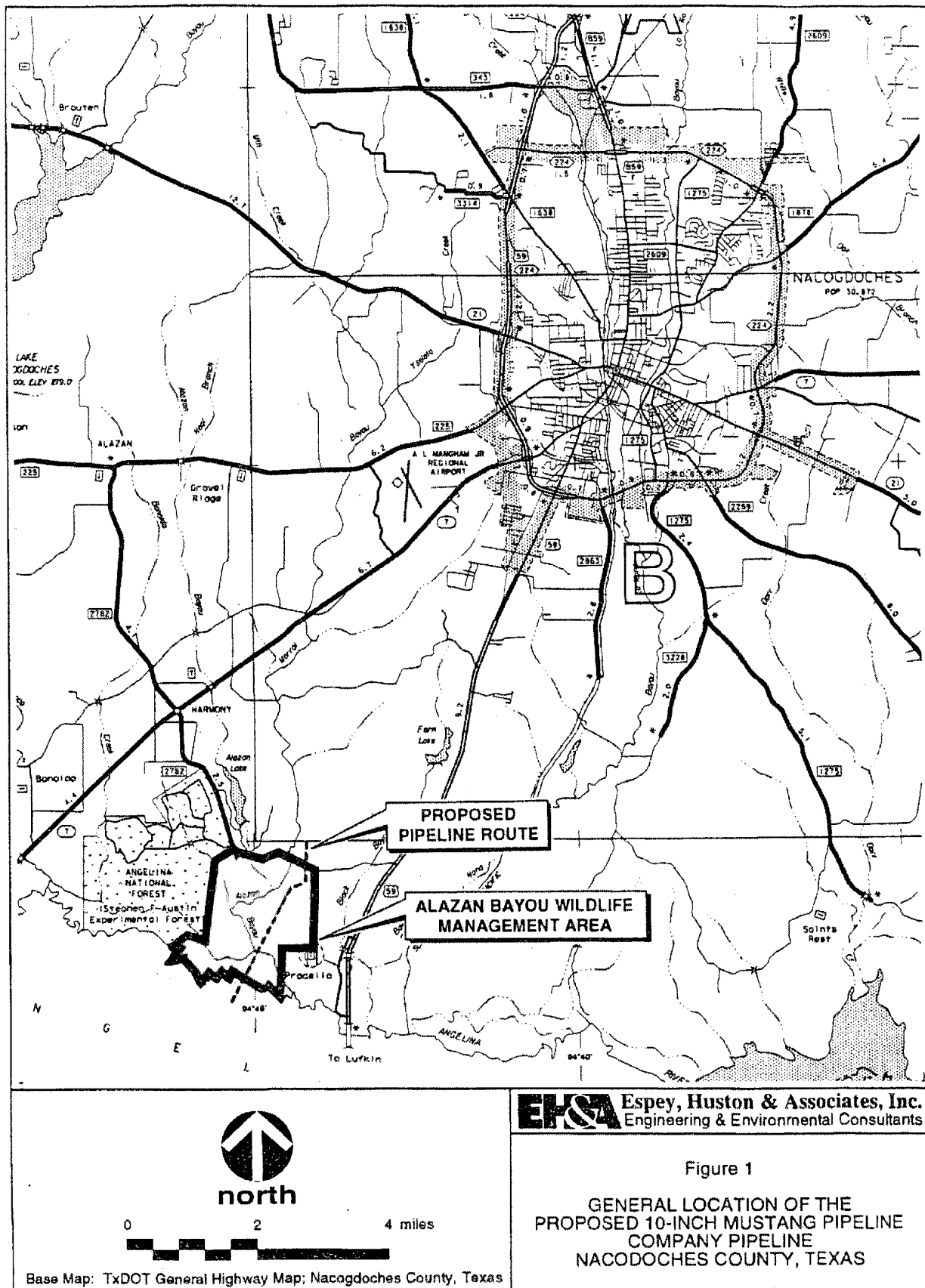
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# EXHIBIT A



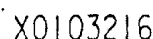
## EXHIBIT B

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**From:** Dennis Gissell

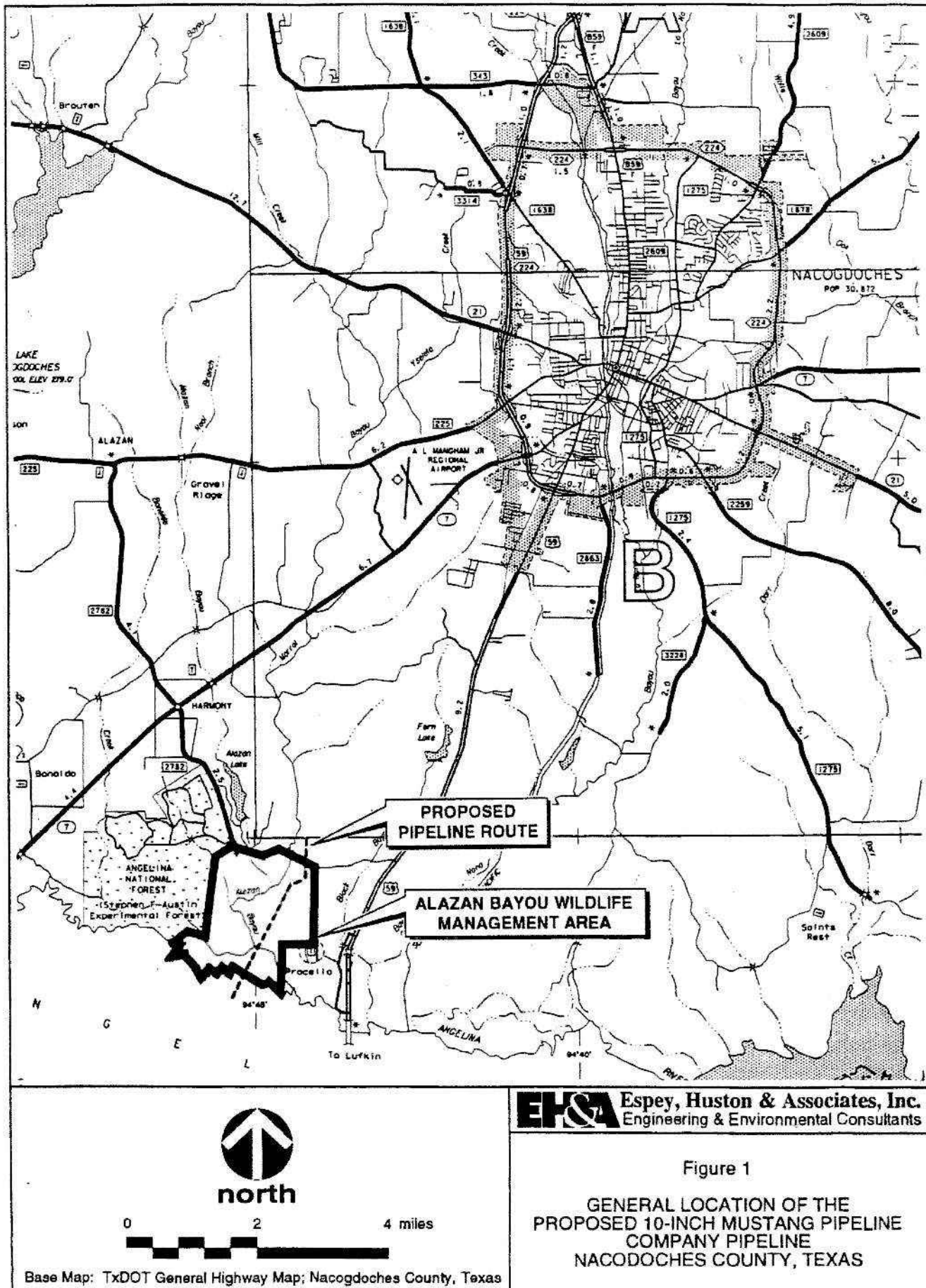
**Sent on:** Tuesday, January 17, 2017 3:21:17 PM

**To:** Dennis Gissell

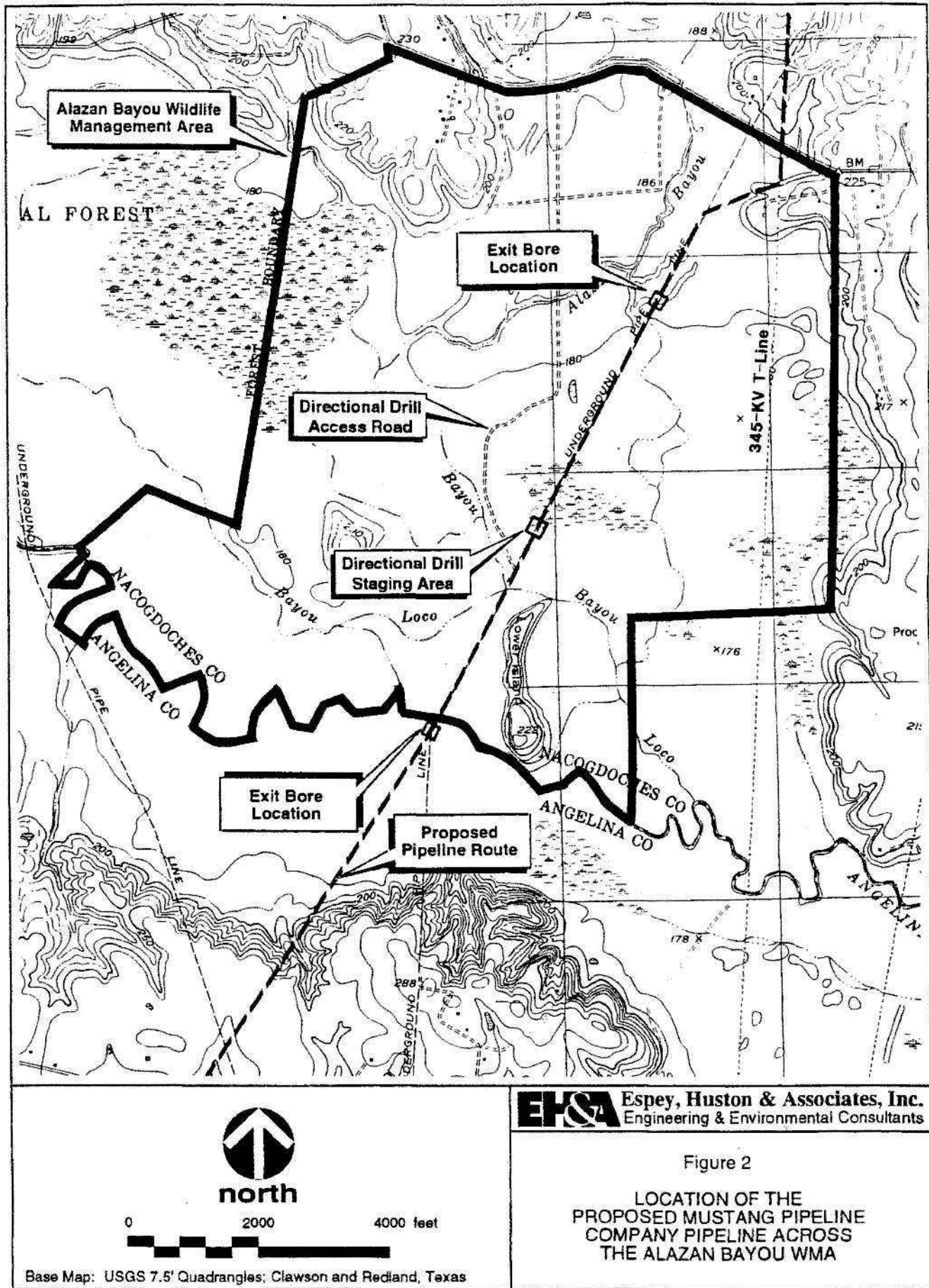
**Subject:** Emailing - Westlake Pipeline.pdf

Exhibit 3

# EXHIBIT A



# EXHIBIT B





**From:** Dennis Gissell

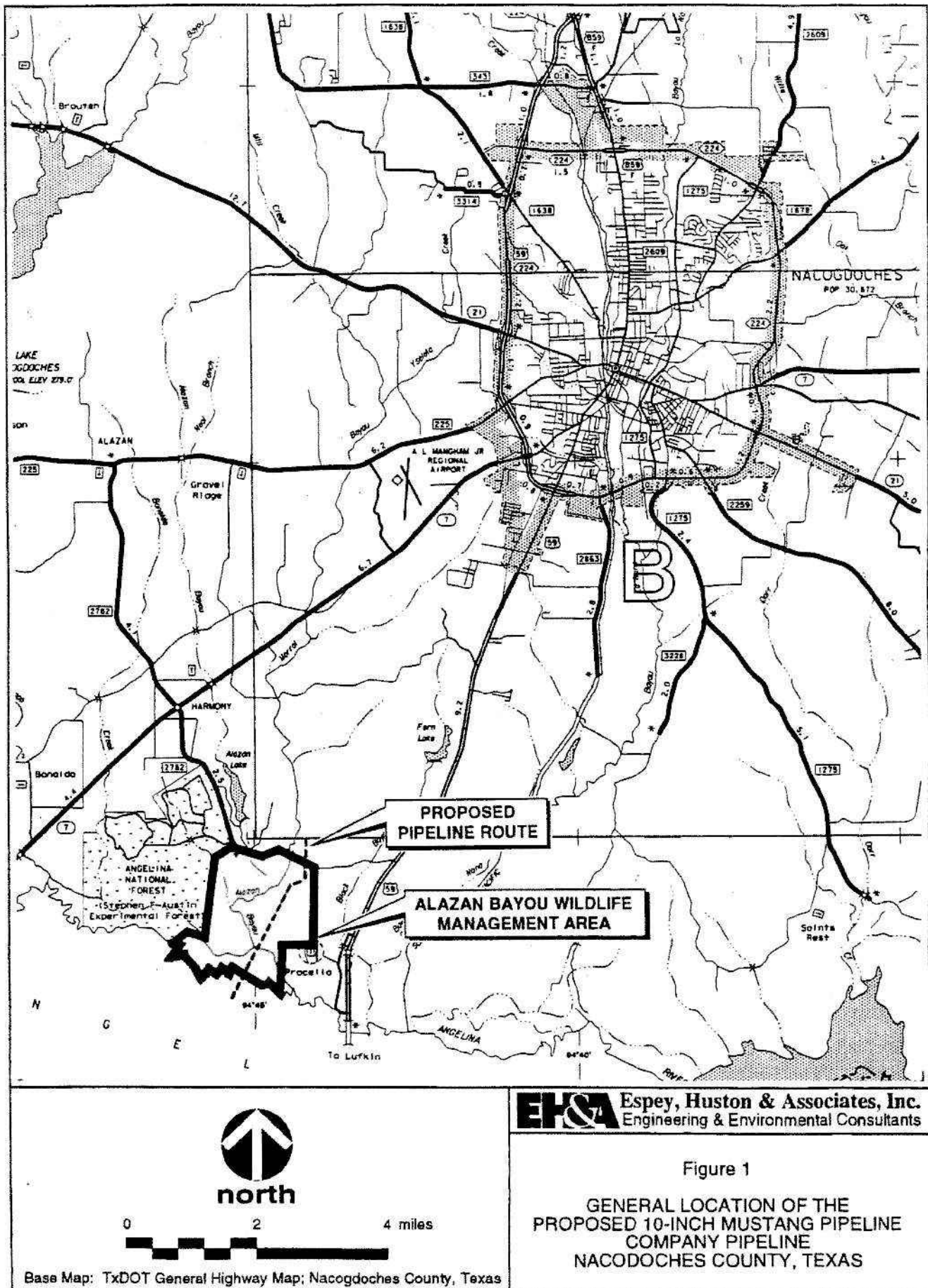
**Sent on:** Tuesday, January 17, 2017 3:21:20 PM

**To:** Dennis Gissell

**Subject:** Emailing - Westlake Pipeline.pdf

Exhibit 4

# EXHIBIT A



The map displays the Alazan Bayou Wildlife Management Area (WMA) boundary, which is a thick black line. To the west of the WMA is the 'AL FOREST'. The map shows the intersection of Nacogdoches County and Angelina County. A dashed line indicates the 'Proposed Pipeline Route' crossing the WMA boundary. Two 'Exit Bore Location' points are marked with squares. A 'Directional Drill Access Road' and a 'Directional Drill Staging Area' are also labeled. Topographic contour lines are shown throughout the area. A scale bar at the bottom left indicates distances up to 4000 feet, and a north arrow points upwards. The map is titled 'Figure 2 LOCATION OF THE PROPOSED MUSTANG PIPELINE COMPANY PIPELINE ACROSS THE ALAZAN BAYOU WMA' and is attributed to 'Espey, Huston & Associates, Inc. Engineering & Environmental Consultants'.

**From:** Dennis Gissell

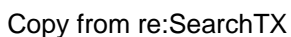
**Sent on:** Wednesday, January 18, 2017 4:54:09 PM

**To:** Robert Sweeney

**Subject:** Emailing - EXHIBIT B SURVEY.pdf

Exhibit 5

Bob,  
Here is the new Exhibit B survey for the Westlake Pipeline Easement.  
Thank you  
Dennis



**From:** [Dennis Gissell](#)

**Sent on:** Tuesday, September 12, 2023 8:52:29 AM

**To:** [James Murphy](#); [Christian Kadas](#); [Stephen Lange](#); [Daniel Price](#)

**CC:** [John Silovsky](#); [Meredith Longoria](#); [Kevin Mote](#)

**Subject:** FW: [EXT] Original Mustang easement 1996

Exhibit 6

Good morning all. This is an email from Mr. Sykes at Westlake Ethylene pipeline, requesting communication over the assertions by Mr. Wright at Express H2O Pipeline. I am not inclined to discuss any of this with either party until we are all able to meet and discuss legal guidance please.

Thank you  
Dennis

Dennis Gissell  
Wildlife Management Area Facilities Coordinator  
Texas Parks and Wildlife Department  
4200 Smith School Road  
Austin, Texas 78744  
512-389-4407

**From:** Sykes, Lowell <LSykes@westlake.com>  
**Sent:** Monday, September 11, 2023 4:13 PM  
**To:** Dennis Gissell <Dennis.Gissell@tpwd.texas.gov>  
**Subject:** FW: [EXT] Original Mustang easement 1996

You don't often get email from [lsykes@westlake.com](mailto:lsykes@westlake.com). [Learn why this is important](#)

*NOTE: This e-mail came from an external source. Do not open attachments or click on links in e-mails from unknown or unexpected sources.*

Dear Mr. Gissell,

My name is Lowell Sykes, I'm the Commercial Manager for Westlake OpCo's Ethylene pipeline. I've recently been involved with the easement issue concerning Express H2o Pipeline. I believe the email below from Express H2o Pipeline was intended for you, but was likely not delivered as the email address is incorrect. Would it be possible to schedule a call between the two of us? I'd like to address some of the statements Mr. Wright makes below. Primarily, I want you to know that we are still investigating this issue and we certainly have not assigned blame to anyone, including the Texas Parks & Wildlife Department.

Feel free to email to schedule a time to talk or call at your convenience.

Best Regards,  
Lowell

**Lowell Sykes | Associate Director – Product Management, Olefins**  
[lsykes@westlake.com](mailto:lsykes@westlake.com) | Office: 713.585.2633 | Cell: 270.519.4112

2801 Post Oak Blvd, Houston, Texas 77056 | [www.westlake.com](http://www.westlake.com)

**From:** Larry Wright <larrymwright54@gmail.com>  
**Sent:** Thursday, September 7, 2023 3:11 PM  
**To:** Tx. Parks-Dennis Gissel, Facilities Coordinator <dennis.gissell@tpwd.texas.gov>  
**Cc:** Sykes, Lowell <LSykes@westlake.com>; Williams, David <drwilliams@westlake.com>; Westlake-Eastman Chemical -Jake Greer Direct Line 2nd # <jake.greer@eastman.com>  
**Subject:** [EXT] Original Mustang easement 1996

Dennis-Attached is the original Tx parks and Wildlife easement. Notice the surveyor has posted on the survey, multiple times:Gulf Pipeline abandoned. Also, The huge effect upon title Companies in searching our right away by showing the Easement as an "Miscellaneous Easement" We believe this was intentional and a way to hide the new easement. Someone knew that the Lancer Pipeline and Row was still active with the Railroad Commission.(We have those yearly filings from 1992)

Please let me know what you need for your search. We have the original easements from 1913 on the Alazan Bayou property. We have the de We also have the State's Title Policy when Texas bought the property(Alazan Bayou) showing the acceptance of the Lancer Pipeline and Row. We are trying to set up some type of Mediation now with Westlake Chemical on the Trespass and Theft.. The Express H2o Pipeline(previously f Dennis, Would you be interested in attending the first mediation with Westlake that I'm actively trying to set up? As you are aware, they are tryin

Thank You,  
Larry Wright  
Express H2o Pipeline  
210-288-2806



**From:** Stan David

**Sent on:** Tuesday, September 12, 2023 11:31:02 AM

**To:** Jason Estrella; Stephen Lange; Dennis Gissell; Daniel Price; Christopher Maldonado

**CC:** Meredith Longoria; Kevin Mote; Christian Kadas

**Subject:** RE: Original Mustang easement

Dennis and I researched this back to the early 1900's mid-July. We were doing an initial investigation of ownership, transfers, etc. pertaining to the original email Daniel Price received from a ROW agent. It is a mess to say the least. TPWD inherited the mess...

Thanks,

Stan David

Senior Project Manager  
Land Conservation Program  
Infrastructure Division  
Texas Parks and Wildlife Department

512-552-9462 mobile  
11942 FM 848  
Tyler, TX 75707

<https://tpwd.texas.gov/>

-----Original Message-----

From: Jason Estrella <Jason.Estrella@tpwd.texas.gov>

Sent: Tuesday, September 12, 2023 10:52 AM

To: Stephen Lange <Stephen.Lange@tpwd.texas.gov>; Dennis Gissell <Dennis.Gissell@tpwd.texas.gov>; Daniel Price <Daniel.Price@tpwd.texas.gov>; Stan David <Stan.David@tpwd.texas.gov>; Christopher Maldonado <Christopher.Maldonado@tpwd.texas.gov>

Cc: Meredith Longoria <Meredith.Longoria@tpwd.texas.gov>; Kevin Mote <Kevin.Mote@tpwd.texas.gov>; Christian Kadas <Christian.Kadas@tpwd.texas.gov>

Subject: RE: Original Mustang easement

Stan,

Do you have any history with this issue?

Chris M.,

Please review the email chain and begin pulling associated documents.

Thanks All.

Jason A. Estrella

Land Conservation Branch Manager  
Infrastructure Division  
Texas Parks and Wildlife Department

(512) 389-4734 office  
(512) 289-0946 mobile  
4200 Smith School Road  
Austin, TX 78744

<https://tpwd.texas.gov/>

Exhibit 7

-----Original Message-----

From: Stephen Lange <Stephen.Lange@tpwd.texas.gov>

Sent: Monday, September 11, 2023 9:31 AM

To: Dennis Gissell <Dennis.Gissell@tpwd.texas.gov>; Daniel Price <Daniel.Price@tpwd.texas.gov>

Cc: Meredith Longoria <Meredith.Longoria@tpwd.texas.gov>; Kevin Mote <Kevin.Mote@tpwd.texas.gov>; Jason Estrella <Jason.Estrella@tpwd.texas.gov>; Christian Kadas <Christian.Kadas@tpwd.texas.gov>; Stephen Lange <Stephen.Lange@tpwd.texas.gov>

Subject: RE: Original Mustang easement

Importance: High

Dennis,

Obviously, from the surface, I don't think we have ever denied the existence of a pipeline or easement, but their ownership history far supersedes TPWD ownership. Obviously, we now have new management at the Regional and Project/WMA level and neither Daniel nor I have ever delt with the issue. Just let use know what we need to do to assist, but the deed research and abstract history will fall on LCP.

Thanks,

Steve

Stephen D. Lange  
Regional Director  
Wildlife Division, Region 3

11942 FM 848, Box A300  
Tyler, TX 75707  
C: 903.245.7197  
O: 903.566.1626, Ext. 221  
F: 903.566.3273

stephen.lange@tpwd.texas.gov

-----Original Message-----

From: Dennis Gissell <Dennis.Gissell@tpwd.texas.gov>

Sent: Monday, September 11, 2023 9:03 AM

To: Stephen Lange <Stephen.Lange@tpwd.texas.gov>; Daniel Price <Daniel.Price@tpwd.texas.gov>

Cc: Meredith Longoria <Meredith.Longoria@tpwd.texas.gov>; Kevin Mote <Kevin.Mote@tpwd.texas.gov>; Jason Estrella <Jason.Estrella@tpwd.texas.gov>; Christian Kadas <Christian.Kadas@tpwd.texas.gov>

Subject: FW: Original Mustang easement

Folks,

I was contacted by Mr. Wright last week to let us know that they are anticipating significant legal action with Westlake Chemical, who is the current easement holder for a pipeline crossing Alazan Bayou WMA from south to north. Mr. Wright claims to be the actual owner of that easement. He apparently attempted to email some fairly voluminous files that would not pass TPWD email restrictions on size. I would be pleased to discuss this with you all, to the extent of what I have heard from Mr. Wright. I will try to find the associated agreements on this easement dating back to 1913 or so for review.

Please let me know if you have any questions or concerns.

Thank you  
Dennis

Dennis Gissell  
Wildlife Management Area Facilities Coordinator Texas Parks and Wildlife Department  
4200 Smith School Road  
Austin, Texas 78744  
512-389-4407

-----Original Message-----

From: Larry Wright <larrymwright54@gmail.com>

Sent: Friday, September 8, 2023 7:34 PM

To: Dennis Gissell <Dennis.Gissell@tpwd.texas.gov>

Cc: Attorney-Ron Smeberg- Chpt 11 <ron@smeberg.com>; Attorney -Muller, John <john.muller@cjma.law>

Subject: Original Mustang easement

ALERT: This email came from an external source. Do not open attachments or click on links in unknown or unexpected emails.

Dennis-I'm having to recreate the last email I sent you with the Original Mustang Easement attached. Apparently it was too long:word for word. Notice the surveyor has posted on the survey, multiple times:Gulf Pipeline abandoned. Also, the huge effect upon title Companies in searching our right away(row) by showing the Easement as a "Miscellaneous Easement". We believe this was Intentional and a way to hide the new easement to the Public. Someone knew that the Lancer Pipeline and Row was still active with the Railroad Commission. (We have those yearly RRC filings from 1992 on)

Please let me know what you might need for your search. We have the original easements from 1913 on the Alazan Bayou property. We have the deeds from Gulf to Texas Eastern in 1959. We have the deeds from Texas Eastern to Lancer in 1992. We have the deeds from Lancer(2004 changed name to Express Gas Pipeline) to BlackDuck(now Express H2o Pipeline LLC.) in 2017 which was 3 days before the third Westlake-Texas Parks Easement was signed. All of the above listed documents appear to be too long for your email account.

We also have the States-Title Policy, When Texas bought the Property(Alazan Bayou) showing the acceptance of the Lancer Pipeline and Row. The Manager of the Alazan Bayou at the time of the Mustang Easement process had to know that the old Gulf Pipeline was now the Lancer Pipeline. "It was all public Record".

We are trying to set up some type of Mediation now with Westlake Chemical's Inc. On the continuing Trespass and Theft..... The Express H2o Pipeline LLC.( previously KrisJenn Ranch LLC Series Pipeline and Row) is just now coming out of Chapter 11 Bankruptcy after 4 years with a "Free and Clear" on the Pipeline and Row from the Courts. We have spent many Millions buying this Pipeline, being forced into Chapter 11 Bankruptcy and now continuing to try and develop the pipeline and row. There was active fluids flowing thru the Texas Eastern Pipeline up to 1992. It really is unbelievable that an easement was done with Mustang in 1996. Lancer was actively trying to make a huge deal to move gas during those years and actually had a deal with EOG in 2010. At no time was this Pipeline ever abandoned or mutually released by lancer or Express Pipeline in those early years of the Westlake/Mustang easements:1996,2007 and 2017. Taxes have been paid on this line every year since 1992.

Dennis, Would you be interested in attending the first mediation with Westlake that I'm trying to set up. As you are aware, Westlake is trying to blame the Texas Parks and Wildlife.

On the original email I copied: Lowell Sykes, Westlake Olefin Mgr., David Williams, Westlake Pipeline Mgr in Lufkin and Jake Greer, with Eastman who was Mustang's owner. I have attached my attorneys on this email.

Thank You,  
Larry Wright  
Express H2o Pipeline LLC.  
210-288-2806