

NO. CV-00461-24-08

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

**PLAINTIFF’S PARTIAL SUMMARY JUDGMENT GRANTING
DECLARATORY RELIEF**

Pursuant Texas Rule of Civil Procedure 166a, Plaintiff Express H2O Pipeline and ROW, LLC (“Express”) files this Partial Motion for Summary Judgment Granting Express’s Declaratory Relief.

I. EXECUTIVE SUMMARY

This lawsuit concerns competing easement rights between Express and against Defendant Westlake Chemical OPCO, LP (“Westlake”) over the same properties. Express owns rights to a perpetual easement over the entirety of three tracts of land in Nacogdoches and Angelina Counties. The original easements were granted 100 years and more ago, and the original Grantee built a pipeline through the property. The pipeline is not currently active, but Express’s clear rights are expansive and allow it to build as many pipelines as it wants across the entire property. Express’s exclusive pipeline rights over the property allow it to exclude hostile uses so that it can have free and undisturbed use of its the easement.

In contrast, Westlake’s purported rights are not yet 30 years old, and the primary easement at issue through Nacogdoches County is limited to a 10-year lease. All the easements are for a specific type of pipeline on an easement of a specific width and depth. Westlake’s predecessor built a pipeline across Express’s exclusive easements and even removed portions of the pipeline in the grants to

Express and its predecessors. The two easements cannot co-exist. Express's rights are exclusive or superior, and Westlake's alleged rights interfere and impede on Express's rights. Express brings multiple tort causes of action and a request for declaratory relief. This Motion seeks summary judgment on Express's request for a declaration as a matter of law that Westlake's alleged rights are void and invalid and that Express's rights are exclusive or superior. **There are no fact questions as to the Court's legal interpretation of Express's rights under the easements.**

II. THE COURT SHOULD GRANT EXPRESS'S DECLARATORY RELIEF.

In 2023, Express purchased a completed 67-mile pipeline, and related rights under blanket easements and access agreements for the pipeline. The pipeline, along with its easements and access agreements originally belonged to Gulf Pipeline Company and its successors ("Gulf Easements"¹ and "Gulf Pipeline"). Shortly after obtaining the Gulf Easements, Express learned that Westlake operates a 200-mile pipeline over a portion of the Gulf Easements in Nacogdoches and Angelina Counties that abuts and intersects the Gulf Pipeline at various points ("Westlake Easements" and "Westlake Pipeline"). Westlake (or its predecessor) dug-up and removed sections of the Gulf Pipeline were when the trespassing Westlake Pipeline was constructed. Incredibly, when confronted with its misconduct, Westlake claimed that it owns and has rights to run its pipeline on "abandoned" portions of the Gulf Easements, all the while admitting that the Gulf Easements were first in time and ignoring the Gulf Pipeline's active permits since the 1970s. For multiple reasons, Defendant's theory is belied by the undisputed facts and clear Texas law.

Based on Express's undisputed summary judgment evidence, the Court has authority to interpret the rights of the parties under the Gulf and Westlake Easements and declare that the Gulf

¹ Exhibit A (Gulf Easements). All Exhibits attached to this Motion are authenticated by the attached Affidavit of Chris Sachitano and incorporated herein as though set out in full.

Easements are exclusive and/or superior to the Westlake Easements. Express seeks the following declaratory relief:

- The Gulf Easements are exclusive, multi-pipeline blanket easements. The Gulf landowners conveyed all-encompassing rights to use and control many years prior to conveyance of the Westlake Easements, and there were no further rights to convey. The Westlake Easements, therefore, are void and invalid. A property owner cannot give what it does not possess.
- In the alternative, the Gulf Easements are superior to the alleged rights asserted under the Westlake Easements, because (1) the Gulf Easements were first-in-time and take priority and (2) the alleged rights under the Westlake Easements are in irreconcilable conflict with the rights held by Express. Under clear Texas law, the Westlake Easements must yield.

Pursuant to Chapter 37 of the Texas Civil Practice & Remedies Code, the Court has authority to enter the requested declaration as a matter of law. There are no fact issues, and this is a clear issue of legal interpretation. No additional discovery is needed for the Court to enter judgment on this issue.

Indeed, the declaration sought by Express is vital to the pipeline industry. Westlake's alleged right to build and operate a pipeline through the Gulf Easements are contrary to the rights of Express to exclusively control and use the easements. Gulf paid for and received perpetual blanket, multi-pipeline easements, and, thereafter, Gulf and its successors relied on the expansive rights granted under those easements. A trespasser pipeline, claiming much more recent rights to easements—the validity of which is denied, cannot be allowed to impede on Express's exclusive and expansive rights by occupying and removing property from the Gulf Easement. This Motion seeks an affirmation of Express's rights consistent with Texas law favoring freedom of contract and stable property rights. Any declaration contrary to Express's request could cause a crisis in the pipeline industry, massive litigation between competing easement holders, illegal self-help

actions to protect and defend easement rights, and a disruption of clear Texas law on easements. Texas law and concerns of public policy require the affirmation of Express's rights.

III. RELEVANT FACTUAL BACKGROUND

A. The Gulf Easements

Between 1907 and 1925, multiple landowners in East Texas, including in Angelina and Nacogdoches Counties, conveyed exclusive pipeline rights to Gulf Pipeline Company, and its successors and assigns, via easements/access agreements across their properties (“Gulf Landowners”).² These blanket grants cover the entirety of the properties and allow the easement holder to lay as many pipelines as it wishes (and is possible) adjacent to and parallel to the lines previously laid.³ The easement agreements, due to their historical nature, do not use the words “exclusive,” but due to the expansive, all-controlling rights they convey, are exclusive to the grantees.⁴

Applicable to this dispute, and with some inapplicable variations, the blanket grants include the following rights to have and to hold for Gulf and its successors:⁵

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

² Exhibit B at 1 (Aff. L. Wright).

³ *See generally* Exhibit A (Gulf Easements); *see also* Exhibit C at 3 (Aff. A. Meade); Exhibit D at 2-3 (Aff. D. Parker).

⁴ Exhibit E at 2 (Aff. M. Yost) (examining the grant language and determining that the rights are exclusive).

⁵ Exhibit A (Gulf Easements) (emphasis added).

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.”

Through these grants, Gulf constructed a pipeline over 67 miles of the properties.⁶ Relevant to this Motion, the Gulf Easements were conveyed to multiple grantees through the years and eventually to Express on February 22, 2023.⁷

The Gulf Pipeline is not actively carrying product currently. However, the Gulf Pipeline is and has been actively permitted with the Texas Railroad Commission.⁸

B. The Westlake Easements

Following the 2023 transfer, Express learned that Westlake was asserting the same easement rights that are properly held by Express.⁹ Relevant to this dispute, on or about November 10, 2006, a Westlake-affiliated company acquired assets of Mustang Pipeline Company, including its pipeline and its purported easement rights conveyed between 1996 and 2017 from landowners

⁶ For a history of conveyances, see Westlake Answer, 7-8; Exhibit F (Conveyances of Gulf Easements to Express); Exhibit B at 1 (Aff. L. Wright). Specifically, Express acquired rights in the Gulf Easements from KrisJenn Ranch, LLC on or about dated February 22, 2023, recorded as Special Warranty Deed, Instrument No. 2023-1331 in the real property records of Nacogdoches County, Texas. KrisJenn Ranch LLC acquired rights in the Gulf Easements on or about dated December 20, 2019, from TCRG East Texas Pipeline 1, LLC, recorded as Instrument No. 2020-163 in the real property records of Nacogdoches County and Instrument No. 2020-00390181 in the real property records of Angelina County, Texas. TCRG East Texas Pipeline, LLC acquired rights in the Gulf Easements from Black Duck Properties, LLC on or about April 3, 2018, recorded as Instrument No. 2018-4273 and filed June 4, 2018, in the Real Property Records of Nacogdoches, County, Texas. Black Duck Properties, LLC acquired rights in the Gulf Easements from Express Gas Pipeline, LP on or about August 14, 2017, recorded as Instrument No. 2017-6123, Volume 2631, Page 232 of the Real Property records of Nacogdoches County, Texas. Express Gas Pipeline, LP acquired rights in the Gulf Easements on or about January 5, 2009, from Lancer Resources, LP recorded as Instrument No. 2009-132878, Volume 2995, Page 116 of the Real Property records of Nacogdoches County, Texas. Lancer Resources Company acquired rights in the Gulf Easements on or about July 21, 1992, from TE Products Pipeline Company, LP, recorded as Instrument No. 1992-6434, Vol. 824, Page 29 of the Real Property records of Nacogdoches County, Texas. TE Products Pipeline Company, LP (fka Texas Eastern Transmission Corporation) acquired the rights in the Gulf Easements from Gulf Refining Company and Gulf Oil Company, which are successors in interest to Gulf Pipe Line Company and Gulf Production Company, on or about November 2, 1959, via Instrument dated December 5, 1959 and recorded at Volume 286, Page 124 of the Real Property records of Nacogdoches, County, Texas. Gulf Pipe Line Company and Gulf Production Company acquired the easement rights from landowners between 1907 and 1925.

⁷ Exhibit B at 1 (Aff. L. Wright).

⁸ Exhibit B at 2 (Aff. L. Wright); Exhibit E at 2 (Aff. M. Yost); *see also* Exhibit G (2017 Permit and Application to Operate a Pipeline in Texas, Express H2O_000012-13).

⁹ Exhibit B at 1-2 (Aff. L. Wright).

(“Westlake Landowners”), including Winston Land & Cattle Company¹⁰ and Texas Parks & Wildlife (“TPWD”).¹¹ The Mustang Pipeline was completed in 1997.¹² Westlake purports to have acquired the alleged easement on or about May 17, 2017, and TPWD renewed the easement with Westlake on or about September 25, 2017.¹³

The Westlake Easements cover a designated route that crosses the Gulf Easements and tabuts and intersects the Gulf Pipeline.¹⁴ In constructing the pipeline, Westlake or its predecessor dug up and removed parts of the Gulf Pipeline on TPWD land in Nacogdoches County.¹⁵ Below is a graphic of the two pipelines over the relevant property in Angelina and Nacogdoches Counties. The red line illustrates the Westlake Pipeline (also called the “Buckeye Pipeline”), the blue line is the Gulf Pipeline, and the yellow area represents the Gulf Easements:¹⁶

¹⁰ Exhibit H (Winston and Stephens Right of Way Agreement, Express H2O000281-290, 307-310).

¹¹ Exhibit I (1997 TPWD Easement, Express H2O000291-306); Westlake Answer, p 5-6.

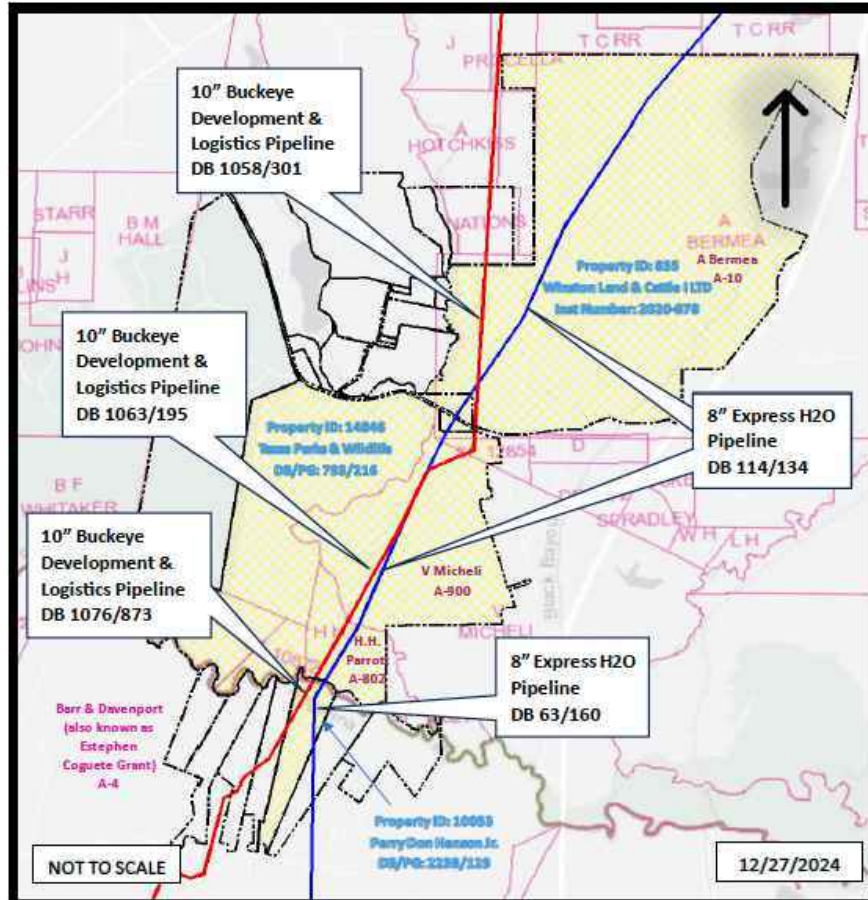
¹² Exhibit J (DEF 05.000030).

¹³ Exhibit K (2017 Conveyance between TPWD and Mustang).

¹⁴ Exhibit C at 3 (Aff. A. Meade).

¹⁵ Exhibit B at 2 (Aff. L. Wright).

¹⁶ Exhibit N (Aff. J. Yost) (authenticating map).



The Westlake Easements are limited in time and scope, and certainly not expansive like the Gulf Easements. For example, the Westlake Easement on TPWD property are non-exclusive, limited to 10 years, measures 649.74 rods long and 35’ wide with 17.5’ on either side of the centerline of the pipeline, and only allow for 1-10.75” pipeline to move petrochemical produced across an area in Alazan Bayou WMA.¹⁷ The most recent TWPD easement terminates in December 2027.¹⁸

Westlake’s use of the Westlake Easement on Winston’s Land & Cattle property is similarly limited to one 50-foot easement to construct one pipeline for the transportation of refined liquified

¹⁷ Exhibit B at Ex. 2, ¶¶ 1.02, 2.01 (Aff. L. Wright); Exhibit K ¶¶ 1.02, 2.01 (2017 Conveyance between TPWD and Mustang).

¹⁸ Exhibit B at Ex. 2, ¶¶ 2.01 (Aff. L. Wright); Exhibit K ¶ 1.02 (2017 Conveyance between TPWD and Mustang).

petroleum gas, and such pipeline must be buried no less than 3 feet below the surface and not less than 4 feet below the bottom of major drainage ditches.¹⁹

Likewise, the Barr & Davenport portion of the Westlake Easement conveyed by Marie Stephens on or about August 1, 1996, is similarly restricted.²⁰ The grantee's rights are limited to a 50-foot easement to construct one pipeline on a specific route dictated in the agreement.

Westlake admits that Express's easement rights date back to 1910,²¹ and TPWD admits and agrees that Express's easement rights supersede TWDP ownership of the Alazan Bayou property.²² Specifically, an internal TPWD email, dated July 19, 2023, states: "It appears that Gulf Pipeline owned and operated a pipeline within this easement that crossed the Alazan Bayou WMA from south to north, back during from 1910, 1914, 1922 and 1925."²³ That the Gulf Easements pre-date the Westlake Easements by many years cannot be disputed.

C. This Lawsuit

In its Petition, Express seeks damages for Westlake's trespass, conversion, and tortious interference with the Gulf Easements.²⁴ This Motion does not concern those claims. Instead, this Motion concerns Express's request for declaration for the Court to void Westlake's interference in Express's exclusive pipeline rights and declare void any transfers of pipeline rights within Express's easements.

As mentioned earlier, Westlake admits that Express's easement rights date back to 1910 and identifies the conveyances based on real property records December 5, 1959 to February 22,

¹⁹ Exhibit H (Winston and Stephens Right of Way Agreement, Express H2O0000281-290, 307-310).

²⁰ Exhibit H (Winston and Stephens Right of Way Agreement, Express H2O0000281-290, 307-310).

²¹ Westlake Answer, 7-9.

²² Exhibit B at Ex. 7 (Aff. L. Wright); Exhibit M (Email 7/20/23 between Stan David and Dennis Gissell, Express H2O__000676). All TPWD documents were produced in response to an Open Records request and a subpoena with a business records affidavit. See Exhibit M (Express H2O__000667-68).

²³ *Id.*

²⁴ Pl's Or. Pet., at 6-8.

2023.²⁵ However, Westlake claims that Express’s rights are non-exclusive to its rights because (1) Express’s rights are general easements without definition of specific location in rem;²⁶ (2) Express’s easements are non-exclusive; (3) Express’s easements are only for the period of time the easements are “useful;” and (4) Express has received no grant from the State of Texas for Alazan Bayou.²⁷ Westlake asserts that the purpose of the Gulf Easements—the pipeline—was abandoned.²⁸ Westlake has no legal support or evidence to support its claims.

IV. APPLICABLE TEXAS LAW MANDATES THAT THE COURT INTERPRET EASEMENTS AS A CONTRACT.

An easement is a nonpossessory property interest authorizing its holder to use another’s property for particular purposes.²⁹ An easement occurs when a landowner retains ownership of land but grants another party certain rights to use that land.³⁰

Relevant to this Motion, each of the purported easements are written contracts. For well over a century, the Texas Supreme Court has maintained that liberty of contract is of the utmost importance to the State,³¹ and courts are required to “deploy the rules of contract interpretation and look to the easement’s express terms to determine its scope.”³² As stated by the Texas Supreme Court:

As easement agreements are contracts, [courts] view them with an eye toward Texas’s public policy that “strongly favors freedom of contract”—a liberty with which courts are not to “lightly interfere.” Parties have the right to contract as they see fit, so long as their agreement does not violate the law or public policy. Absent compelling

²⁵ Westlake Answer, 7-9.

²⁶ On this point, Westlake and Express agree.

²⁷ Westlake Answer, 9.

²⁸ Westlake Answer, 9.

²⁹ *Target Corp. v. D&H Props.*, 637 S.W.3d 816, 829 (Tex. App.—Houston [14th Dist.] 2021, pet. denied).

³⁰ See generally *Daniel v. Fox*, 917 S.W.2d 106, 110 (Tex. App.—San Antonio 1996, writ denied) (action brought by landowner to interpret easement rights).

³¹ See generally *Energy Transfer Ptrs. v. Enterprise Ptrs.*, 593 S.W.3d 732, 738 (Tex. 2020).

³² *Sw. Elec. Power Co. v. Lynch*, 595 S.W.3d 678, 686 (Tex. 2020) (“As easement agreements are contracts, we view them with an eye toward Texas’s public policy that ‘strongly favors freedom of contract’—a liberty with which courts are not to “lightly interfere.”) (quoting *DeWitt Cty. Elec. Coop., Inc. v. Parks*, 1 S.W.3d 96, 100 (Tex. 1999)).

reasons, [courts] must respect and enforce the terms of a contract that the parties have freely and voluntarily entered.³³

As in other contract interpretation cases, courts look to the entirety of the easement and “harmonize its terms to give effect to all of the provisions.”³⁴ If the easement’s terms can be given a definite or certain meaning, “then the language is not ambiguous, and the court is obligated to interpret the contract as a matter of law.”³⁵

An easement over an entire servient tract is called a blanket easement because it is without a metes and bounds description of its location on the property.³⁶ Blanket easements have been commonly used in Texas history, particularly for long route utility projects such as pipelines and electric power lines. Easement holder’s rights are limited to those that are expressed in the grant,³⁷ and a party’s use of the easement cannot exceed the rights expressly conveyed.³⁸ Courts must decide *not* what is most convenient to the public or profitable to the parties, but what purpose the contracting parties intended the easement to serve.³⁹ Texas law promotes certainty in land transactions so that (1) an easement purchaser can safely rely upon granting language and (2) easement grantors are assured that their conveyances will not be construed to undermine private property rights beyond the intended grant.⁴⁰

Easements can be abandoned by the holder. However, courts have consistently and uniformly held that non-use alone is not enough and there must be some affirmative action on the

³³ *Target Corp.* at 829 (quoting *Shields Ltd. P’ship v. Bradberry*, 526 S.W.3d 471, 481 (Tex. 2017)).

³⁴ *Sw. Elec. Power Co.*, 595 S.W.3d at 686.

³⁵ *DeWitt Cty. Elec. Co-op., Inc.*, 1 S.W.3d 96, 100 (Tex. 1999) (applying rules of contract construction and interpretation to easements); *see also J.M. Davidson, Inc. v. Webster*, 128 S.W.3d 223, 227 (Tex. 2003) (holding that the interpretation of an unambiguous contract is a question of law for the court to decide).

³⁶ *Atmos Energy Corp. v. Paul*, 598 S.W.3d 431, 446 (Tex. App.—Fort Worth 2020, no pet.).

³⁷ *Atmos*, 598 S.W.3d at 443.

³⁸ *Marcus Cable Assocs., L.P. v. Krohn*, 90 S.W.3d 697, 700 (Tex. 2002) (dispute between landowner and cable company over location of cable-television wires).

³⁹ *Dauenhauer v. Devine*, 51 Tex. 480, 489–90 (1879).

⁴⁰ *Marcus Cable* at 702.

part of the easement holder to clearly indicate intent to no longer use.⁴¹ Here, the parties should be held to the express language in the easements, which can be construed by the Court as a matter of law.

V. **THE COURT CAN DECLARE THAT THE GULF EASEMENT ARE EXCLUSIVE AND THE WESTLAKE EASEMENTS ARE THUS VOID AND INVALID.**

The expansive Gulf Easements conveyed all easement rights available to the Gulf Landowners such that there were no more easement rights available for the Westlake Landowner to convey to Mustang or Westlake. The Gulf Easements blanket the entire property and are clearly exclusive. Simply put, Gulf Easements are exclusive, blanket easements because they allow Express to build, maintain, and operate pipelines anywhere and everywhere on the subject properties.

Under clear Texas law, an exclusive easement means that the easement holder has the sole privilege of making the uses authorized by the easement, and neither the owner of the servient estate nor any other person is entitled to make such use.⁴² In deciding whether an easement is exclusive, “[w]here the language of the deed is doubtful it will be construed to confer on the grantee the greatest estate permissible under the instrument.”⁴³

Pursuant to the express language of the easement, it is clear that the Gulf Easements are exclusive. First, there is no indication in the language of the easements that the property or the right to construct multiple pipelines is to be shared by the landowner or other easement holders. In fact, the opposite is true. Typical of blanket easements, the Gulf Easements grant the grantee the right to construct pipelines on the entirety of the property without any location restrictions.⁴⁴ There are no

⁴¹ *Toal v. Smith*, 54 S.W.3d 431, 437 (Tex. App.-Waco 2001, pet. denied) (holding that the intent to abandon must be established by "clear and satisfactory evidence").

⁴² *Orange County, Inc. v. Citgo Pipeline Co.*, 934 S.W.2d 472 (Tex.App.—Beaumont 1996, writ denied).

⁴³ *MGJ Corp. v. City of Houston*, 544 S.W.2d 171, 174 (Tex. Civ. App. - Houston [1st Dist.] 1976, writ ref'd n.r.e.).

⁴⁴ Exhibit A (Gulf Easements).

metes and bounds description, and the grantee has the right to construct multiple pipelines at any point across the Properties.⁴⁵ As the Beaumont Court of Appeals stated, “Texas follows the view that [] easements are alienable where the resulting use does not burden the underlying land beyond what was contemplated in the original easement grant.”⁴⁶ Here, the Gulf Easements are clearly not alienable to another easement grantee because the Gulf Easements were grants of exclusive pipeline rights covering the entirety of the property control as determined by the grantee—now Express—based on its unfettered discretion.⁴⁷ Any other pipelines would burden and impede the use by Express and Express’s rights. Express’s use and control are such that it has the ability to exclude hostile entities from all or part exclusive easement across the relevant properties.⁴⁸ Express is entitled to the free and undisturbed use of its property for the purposes of the easement.⁴⁹

The Westlake Landowners purchased their properties long after Gulf and its successors acquired easements from the prior owners.⁵⁰ The Gulf Easements are so expansive and perpetual, such that the Westlake Landowners had no remaining easement rights to give Westlake or its predecessors.⁵¹ It is a fundamental principal of law that no landowner can convey what it does not own, and it is axiomatic that an owner cannot sell the same property twice to different buyers.⁵² Once the Gulf Easements were fully conveyed, the landowners of the properties no longer held

⁴⁵ *Id.*

⁴⁶ *Orange County, Inc.*, 934 S.W.2d at 475.

⁴⁷ *Atmos Energy Corp.*, 598 S.W.3d at 446–47 (Tex. App.—Fort Worth 2020, no pet.); *see generally Coleman v. Forister*, 514 S.W.2d 899, 903 (Tex. 1974) (“A grant or reservation of an easement in general terms implies a grant of unlimited reasonable use such as is reasonably necessary and convenient and as little burdensome as possible to the servient owner.”).

⁴⁸ *Ferrara v. Moore*, 318 S.W.3d 487, 492 (Tex. App.—Texarkana 2010) (affirming injunction to remove hostile easement holder from impeding dominant holder’s rights).

⁴⁹ *MGJ Corp.*, 544 S.W.2d at 174; *Gulf View Courts, Inc. v. Galveston Cnty.*, 150 S.W.2d 872, 874 (Tex.Civ.App. - Galveston 1941, writ ref’d).

⁵⁰ Exhibit A (Gulf Easements).

⁵¹ Exhibit A (Gulf Easements); *see also Exhibit D* at 3 (Aff. D. Parker).

⁵² *See generally Stayton v. FCI Lender Serv.*, No. 02-21-00084-cv, 2022 WL 1682428, at *3 n.3 (Tex.App.—Fort Worth May 26, 2022, pet. denied).

easements rights to transfer to another party. Thus, the Court can declare that the second sale (the Westlake Easements) is void and invalid.

The holding in *Atmos Energy Corp. v. Paul*⁵³ is instructive to the Court. The *Atmos* pipeline grants were blanket, multiple pipeline easements giving the grantee total discretion to determine the location of a pipeline.⁵⁴ Like here, there was a lack of any express identification of the location of the easement or other limitations on pipeline placement; there were “no metes and bounds description specifying the location of an easement on the property.”⁵⁵ The easement conveyed “the right of way and easement to construct, maintain and operate pipelines and appurtenances thereto over and through” the property described.⁵⁶ As a matter of law, the court determined that the easement created an expansible, or multiple-line, blanket easement, and, in considering whether rights of the easement holder could be impeded, the court determined that the blanket easement was exclusive.⁵⁷ The *Atmos* court wrote: “Under the plain language of the Easement Agreement, Paul's predecessors-in-title intended to burden their entire 137-acre tract of land and for the grantee to have the right to lay an unlimited number of pipelines as it may reasonably demand across the entirety of the predecessors' property by expanding the servitude each time upon the payment of the additional consideration of one dollar per lineal rod.”⁵⁸ The Gulf Easements are materially the same as the easement in *Atmos* and the same finding by this Court is appropriate.

Any attempt to limit Express to a portion of the properties—or exclude Express from any portion of the properties—is contrary to the expansive Gulf Easements and contrary to the contractual agreements. The Court can also look to the holding of the Beaumont Court of Appeals

⁵³ *Atmos Energy Corp.*, 598 S.W.3d at 446–47.

⁵⁴ *Id.* at 598 S.W.3d at 438, 447.

⁵⁵ *Id.*

⁵⁶ *Id.* at 438.

⁵⁷ *Id.* at 443-44.

⁵⁸ *Id.* at 447.

in *Crawford v. Tennessee Gas Transmission Co.*⁵⁹ There, the landowner argued that similar blanket easement conveyance language meant that that the easement was only “a narrow strip” and that the language was “doubtful and uncertain or susceptible to more than one meaning.” The court rejected that theory, because, similar to here, the easement at issue made no mention of the width of the right of way and allowed the grantee discretion to select the route of the pipeline.⁶⁰ In affirming the blanket easement as unambiguous, the court ruled that the blanket easement meant that “the grantee could use as much of the land as each occasion might reasonably demand.”⁶¹ The same conclusion should be reached in this Court’s interpretation of the Gulf Easements.

Likewise, in the pivotal case *Southwestern Electric*, the Texas Supreme Court refused to limit a power company to a defined space on either side of the power line under a pipeline blanket easement with no fixed width, that allowed the company to lay additional lines in the future, and that gave the power company discretion in its use.⁶² In other words, the holder of a blanket easement cannot be limited in its use and control of the easement. Here, any determination that allows the Westlake Easements would improperly rewrite the terms of the Gulf Easement and contradict the holding in *Southwestern Electric*.

The Gulf Easements, conveyed first in time, are expansive and for as many pipelines as the Grantee determines. Based on clear legal authority and the express language of the easements, the Gulf Easements are necessarily exclusive, and the Westlake Easements are void and invalid.⁶³

⁵⁹ 250 S.W.2d 237, 239–40 (Tex.Civ.App. 1952, writ refused).

⁶⁰ *Id.* at 240.

⁶¹ *Id.* at 240 (relying on *Lone Star Gas Co. v. Childress*, 187 S.W.2d 936 (Tex.Civ.App.—Waco 1945)).

⁶² *Sw. Elec. Power Co.* at 687-89.

⁶³ *Taylor Foundry Co. v. Wichita Falls Grain Co.*, 51 S.W.3d 766, 770 (Tex.App.—Fort Worth 2001, no pet.).

VI. IN THE ALTERNATIVE, THE COURT SHOULD DECLARE THAT THE GULF EASEMENTS ARE SUPERIOR AND THE WESTLAKE EASEMENTS MUST YIELD.

Subject to the above argument that the Westlake Easements are void and invalid, the undisputed facts demonstrate that the Gulf Easements are superior to the Westlake Easements, which must yield.⁶⁴

A. The Gulf Easements are First in Time and Thus Superior.

The Gulf Easements were granted first in time, which means that the rights granted thereunder must be respected by holders of the Westlake Easements.⁶⁵

Under clear Texas law, the Westlake Landowners' properties were burdened by the Gulf Easements, and those burdens carried to the Westlake Easements.⁶⁶ Rights under a prior easement are dominant to rights under those that come after,⁶⁷ and any interfering use with the superior easement must yield.⁶⁸ This clear principle of law is illustrated in *Atmos Energy Corporation v. Paul*, where the court of appeals held that the rights granted under an easement vested at the time of the grant and must be respected by subsequent property owners. Because the Gulf Easements were granted first, all subsequent easements or property rights cannot interfere with the rights established by the Gulf Easement.

The first-in-time rule is also supported by the factual record. First, Westlake admits that the Gulf Easements were conveyed first and years before the Westlake Easements.⁶⁹ Even the landowner TPWD agrees.⁷⁰ Second, the Westlake Landowners had both actual and constructive

⁶⁴ *Ferrara v. Moore*, 318 S.W.3d 487, 492 (Tex.App.--Texarkana 2010) (affirming injunction to remove hostile easement holder from impeding dominant holder's rights).

⁶⁵ *Atmos Energy Corporation v. Paul*, 598 S.W.3d 431 (2020).

⁶⁶ *Sw. Elec. Power Co. v. Lynch*, 595 S.W.3d 678, 690 (Tex. 2020).

⁶⁷ *Harris County Flood Control Dist. v. Shell Pipe Line Corp.*, 591 S.W.2d 798, 799–800 (Tex. 1979).

⁶⁸ *Pittman v. City of Amarillo*, 598 S.W.2d 941, 944 (Tex. Civ. App.—Amarillo 1980, writ ref'd n.r.e.).

⁶⁹ Westlake Answer, 5-9.

⁷⁰ Exhibit B at Ex. 7 (Aff. L. Wright).

notice of the Gulf Easements.⁷¹ Westlake admits that the Gulf Easements were recorded, at least as of 1959, so all landowners have constructive notice in public record.⁷² TPWD had actual notice because the Gulf Pipeline right-of-way were identified on the TPWD title policy in 1991.⁷³ Notably, in conveying easement rights to Mustang/Westlake, the Westlake Landowners have improperly interfered with the rights of the Gulf Easements' holders.⁷⁴

Lastly, holders of Westlake Easements, including Mustang and Westlake, also had notice in the public record. TPWD advised both that there could be prior grants or encumbrances and told them that “GRANTEE IS ADVISED TO EXAMINE ALL LAND TITLE RECORDS OF THE COUNTY OR COUNTIES IN WHICH THE PREMISES ARE LOCATED.”⁷⁵ Moreover, the Gulf Pipeline was continuously permitted with the Texas Railroad Commission so that all grantees were on notice.⁷⁶

Texas law is clear that an inferior estate cannot interfere with the right of the dominant estate to use an easement.⁷⁷ Any use by others that interferes with the exercise of superior easement rights must yield.⁷⁸ That is the case here—the Westlake Easements must yield to the Gulf Easements.

⁷¹ See *Williams v. Thompson*, 152 Tex. 270, 256 S.W.2d 399, 403 (1953) (discussing that a landowner who purchased a property encumbered by an express easement recorded in the chain of title is charged with notice of the easement); *Stark v. Morgan*, 602 S.W.2d 298 (Tex.Civ.App-Dallas 1980) (noting that recording of easements provides constructive notice to subsequent purchasers and affects the priority of easements).

⁷² *Stark v. Morgan*, 602 S.W.2d 298 (Tex.Civ.App-Dallas 1980) (noting that recording of easements provides constructive notice to subsequent purchasers and affects the priority of easements).

⁷³ Exhibit M (Email 7/20/23 between Stan David and Dennis Gissell, Express H2O __000676).

⁷⁴ *Drye v. Eagle Rock Ranch, Inc.*, 364 S.W.2d 196, 207 (Tex. 1962); see *Taylor Foundry Co.*, 51 S.W.3d at 770 (“A servient estate holder cannot interfere with the right of the dominant estate holder's use of an easement for the purpose for which it was granted or sought.”).

⁷⁵ Exhibit B at Ex. 2, ¶ 1.03 (Aff. L. Wright); Exhibit K, ¶ 1.03 (2017 Conveyance between TPWD and Mustang).

⁷⁶ Exhibit E at 3 (Aff. M. Yost).

⁷⁷ *Robles v. Mann*, No. 13-14-00211-CV, 2016 WL 1613316, at *5 (Tex.App.—Corpus Christi-Edinburg, Apr. 21, 2016) (affirming finding that servient estate's obstacle across road could be removed); *McDaniel v. Calvert*, 875 S.W.2d 482, 485 (Tex.App.—Fort Worth 1994, no writ).

⁷⁸ *Taylor Foundry Co.*, 51 S.W.3d at 770 (“[a]ny use by the servient estate holder that interferes with the exercise of the dominant estate holder's rights must yield.”),

B. The Gulf Easements are Superior because of an Irreconcilable Conflict.

Similarly, the first-in-time rule renders the Gulf Easements superior under the well-established irreconcilable conflict test.⁷⁹

Westlake asserts the same rights owned by Express under the Gulf Easements, but those asserted rights conflict with the express language of the Gulf Easements. Any irreconcilable conflict is resolved by giving supremacy to the easement that was granted first—“priority of use rights is determined by priority in time, except as a later-created servitude takes free of another under the applicable recording act.”⁸⁰ The two easements cannot exist together, so the Westlake Easement must be rendered invalid.

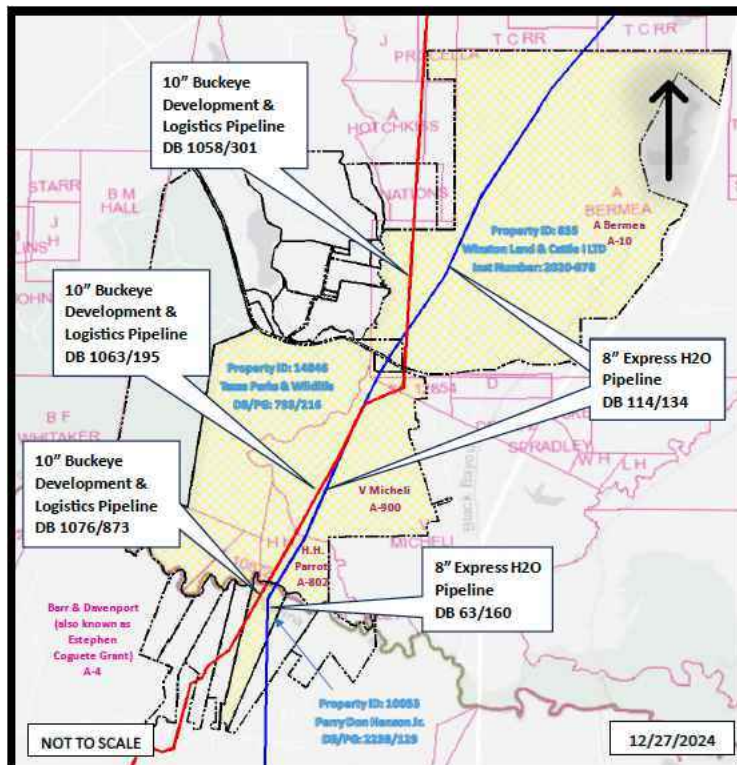
Here, Express and Westlake’s rights are irreconcilable on multiple counts:

- Express has the present right to own and operate the Gulf Pipeline. Westlake’s predecessor could not exercise its rights under the Westlake Easements without destroying portions of the Gulf Pipeline. This creates an irreconcilable conflict between the rights Express already exercises under the Gulf Easements and the *only* right Westlake could possess under the Westlake Easements. The map demonstrates this actual conflict.⁸¹

⁷⁹ Exhibit C at p 9-10 (Aff. A. Meade).

⁸⁰ Restatement (Third) of Property (Servitudes) § 4.12 (2000); *Texas Gas Transmission, LLC v. Butler Cnty. Bd. of Comm'rs*, No. 1:06-CV-440, 2009 WL 1395400, at *14 (S.D. Ohio May 18, 2009), *aff'd in part, appeal dismissed in part sub nom. Texas Gas Transmissions, LLC v. Butler Cnty. Bd. of Comm'rs*, 625 F.3d 973 (6th Cir. 2010) (holding that “priority of use rights is typically determined by priority of time. In other words, to the extent that Butler County’s easement predates Texas Gas’s easements, Butler County’s rights are superior.”).

⁸¹ Exhibit N (Aff. J. Yost) (authenticating map).



- Any future use by Westlake is also an irreconcilable conflict because:
 - Express has unlimited rights to build pipelines anywhere on the properties. Express cannot exercise this right if other pipelines (e.g., the Westlake Pipeline) exist under the properties.
 - Express has the right to build and operate pipelines at any location and any depth under the properties. A right by Express to build anywhere (and everywhere) cannot coexist with a right by anyone else to build anywhere at all. Westlake possessing the mere right to build and operate pipelines under the Properties—let alone exercising that right via the Westlake Pipeline—irreconcilably conflict with Express’s blanket easement.

Actions taken by Westlake on the easements are necessarily a conflict with Express’s rights under the Gulf Easements. Under Texas law, the rights under the Gulf Easements must prevail because they date first in time, and Westlake’s rights must yield. The Westlake Easements are thus ineffective to give Westlake any right to build or operate a pipeline under the properties.

VII. DECLARATORY RELIEF

Based on the undisputed summary judgment evidence and relevant caselaw to the Gulf Easements, the Court can declare that:

- The Westlake Easements are ineffective and void. The Westlake Landowners had, and currently have, no rights of easement to convey to Westlake and its predecessors.
- Express's rights under the Gulf Easements are exclusive.
 - Express has no functional geographic limitations as to where it constructs and operates a pipeline on the easement.
 - Express has a broad right to build and operate multiple pipelines across the properties as long as those lines are "adjacent to and approximately parallel to the line or lines already laid."
 - Express can build as many pipelines and put them as close to the old lines as it desires.

In the alternative, the Court can declare that the Gulf Easements are superior to the Westlake Easements because the Gulf Easements were first in time and any use of the Westlake easements conflicts with the Gulf Easements. The Westlake Easements, thus, must yield.

Express's request for declaratory relief is consistent with Texas public policy for multiple reasons. *First*, the original intentions of the parties should be honored. Gulf paid for and received a perpetual blanket, multi-pipeline easement, and, thereafter, Gulf and its successors relied on the rights granted under that easement. The Motion seeks affirmation of those rights as expressed in the agreement, which bolsters Texas law favoring freedom of contract. Courts are not to interfere with the terms agreed upon by the parties and should not rewrite the terms of contracts.⁸² In *Atmos Energy Corporation v. Paul*, the court upheld that public policy favors the utmost liberty of

⁸² *Target Corporation*, 637 S.W.3d at 829-30 ("As easement agreements are contracts, we view them with an eye toward Texas's public policy that "strongly favors freedom of contract"—a liberty with which courts are not to "lightly interfere.").

contract and freedom of land titles from conditions or restrictions that would impair their values.⁸³ That public policy should be affirmed here as well.

Second, Texas law strongly stands for the belief that property rights should remain stable and free from changing doctrines. Court enforcement of easement agreements promotes certainty in land transactions,⁸⁴ and easement holders must be able to enforce easement rights against hostile trespassers. Express and its successors should have stability as they enter into transactions and expend funds in reliance on clear easement terms.

Third, to further stability, easement rights must be respected and enforced in the pipeline industry. Landowners (and their successors) should not be allowed to sell multiple blanket easements on the same property. Landowners typically disclaim any liability for unknown prior easements, leaving title companies and grantees to carry the burden. If Westlake's rights can coexist with Express's rights, which Express denies is proper, the potential consequences are severe:

1. Blanket easement holders will be required to initiate legal actions to prove their express contractual rights over short-term leaseholders;
2. The cost of title insurance will escalate;
3. Landowners and pipeline companies will claim any temporarily inactive pipeline was "abandoned;"
4. Pipeline companies will take matters into their own hands, escalating into potentially dangerous confrontations that jeopardize the safety of workers, law enforcement, and the public, as both parties attempt to enforce or otherwise protect their claimed pipeline rights.

⁸³ *Atmos Energy Corp.*, 598 S.W.3d at 445 ("This 'paramount public policy' mandates that 'courts are not lightly to interfere with this freedom of contract.' Parties have the right to contract as they see fit as long as their agreement does not violate the law or public policy. Absent compelling reasons, we must respect and enforce the terms of a contract that the parties have freely and voluntarily entered.") (citations omitted)..

⁸⁴ *CenterPoint Energy Houston Elec. LLC v. Bluebonnet Drive, Ltd.*, 264 S.W.3d 381 (Tex.App.—Houston [14th Dist.] 2008, pet. denied).

These situations would cause a crisis in the pipeline industry, and larger companies will drown smaller companies in legal fees and administrative expenses.

A declaration contrary to the one Express seeks here would effectively limit Express to a fixed width in the easements when the parties to the easements never agreed to a particular width and exclude Express from a portion of its own easement. Such a declaration would overturn clear caselaw from the Texas Supreme Court, specifically *Southwestern Electric*, and various appellate courts. The Court should not rewrite the contracts between Gulf and the original Gulf Landowners.

VIII. NO DISCOVERY IS NEEDED FOR THE COURT TO GRANT THIS MOTION.

The Court can declare the parties' rights under the conveyances as a matter of law. Because this is a matter of strict legal interpretation, the parties do not need additional discovery. The Court can decide this Motion on the express language of the easements, and there are no fact issues.

For example, and not by way of limitation, there are no fact issues as to the following determinative issues relevant to this Motion:

- The Gulf Easements are exclusive.⁸⁵ Because the easement is clear in its terms, this Court must rely solely on the express terms of the easement to determine the parties' rights.⁸⁶ There is no fact issue as to the Gulf Landowners intent because it is expressed in the Gulf Easements.⁸⁷
- The Gulf Easements predate the Westlake Easements. This is supported by a review of the easements attached to the Motion. Also, Westlake admits that Express's easement rights date back to 1910 and identify the relevant conveyances of the Gulf Easements based on real property records December 5, 1959, to February 22, 2023.⁸⁸ Westlake also admits that its easement rights originated in 1996 when conveyed to Mustang.⁸⁹

⁸⁵ Exhibit D at 2 (Aff. D. Parker) (opining that the easements are exclusive).

⁸⁶ *Coelsch v. Industrial Gas Supply Co.*, 132 S.W.3d 494, 498 (Tex. App.-Houston [1st] 2004, pet. denied).

⁸⁷ Exhibit A (Gulf Easements).

⁸⁸ Westlake Answer, 7-9.

⁸⁹ Westlake Answer, 5-6.

- Although inactive, neither Express nor any successor entities abandoned the Gulf Pipeline.⁹⁰ The Gulf Pipeline is and has been actively permitted with the Texas Railroad Commission during all relevant times.⁹¹

With these essential facts undisputed, the Motion is ripe for disposition by the Court.

IX. CONCLUSION

Pursuant to Chapter 37 of the Texas Civil Practice & Remedies Code, Plaintiff seeks declaratory relief under Texas Civil Practice and Remedies that Express should enjoy its easements free of preclusion, impairment or interference from Defendant Westlake. For the reasons stated above, the Court should declare void the Westlake Easements that interfere with Express's exclusive easement rights and declare void the Westlake Easement grant of pipeline rights within the Gulf Easements.

Respectfully submitted,

/s/ Bailey Wingate

Bailey Wingate

State Bar No. 24091212

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Beaumont, Texas 77702

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P.O. Box 105

Beaumont, Texas 77704

T: (409) 838-9999

F: (409) 242-6059

⁹⁰ *Mccraw v. City of Dallas*, 420 S.W.2d 793 (Tex. Civ. App.-Dallas 1967, no writ) (citing *Adams v. Rowles*, 228 S.W.2d 849 (Tex. 1950)); Exhibit B at p.2 (Aff. L. Wright); Exhibit D at 2-3 (Aff. D. Parker). (opining that the easements were never abandoned); Exhibit E at 2 (Aff. M. Yost) (finding no intent to abandon Gulf Easements).

⁹¹ Exhibit B at 2 (Aff. L. Wright); Exhibit E at 2-3 (Aff. M. Yost) (outlining permit history); Exhibit N (Aff. J. Yost); *see also* Exhibit G (2017 Permit and Application to Operate a Pipeline in Texas, Express H2O_000012-13).

/s/ Tanner Franklin
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936.632.2300
936.632.6545 (facsimile)
sskelton@ssbww.law

ATTORNEYS FOR PLAINTIFFS

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing instrument has been served on all counsel of record by e-service on the 9th day of January 2025.

/s/ Chris Sachitano
Christopher J. Sachitano

EXPRESS H2O PIPELINE AND
ROW, LLC,
Plaintiff

§
§
§
§
§
§
§
§
§

IN THE DISTRICT COURT OF

vs.

ANGELINA COUNTY

WESTLAKE CHEMICAL
OPCO, LP.,
Defendant

159th/217th JUDICIAL DISTRICT

AFFIDAVIT OF CHRISTOPHER J. SACHITANO

STATE OF TEXAS

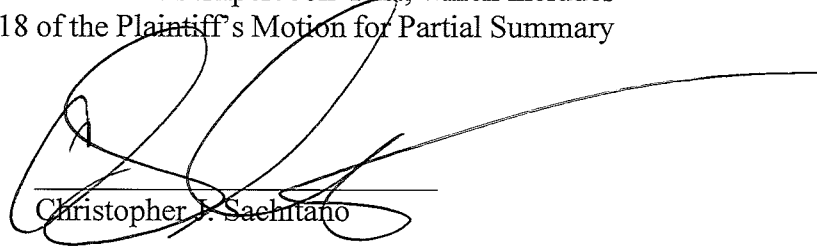
§
§
§

COUNTY OF JEFFERSON

BEFORE ME, the undersigned notary public in and for said County and State, on this day personally appeared Christopher J. Sachitano in the above-numbered and entitled cause of action, and, after being duly sworn, she stated that:

1. I am counsel to Express H2O Pipeline and ROW, LLC, in the above captioned matter. I have personal knowledge of the statements contained in this Affidavit. They are true and correct.
2. Attached to Plaintiff's Partial Motion for Summary Judgment Granting Express's Declaratory Relief are true and correct copies of Exhibits A-N as follows:
 - a. Exhibit A, Gulf Easements, which have been previously produced and are of record with the County Clerk's Offices of either Angelina Nacogdoches Counties;
 - b. Exhibit B, which is the Affidavit of Larry Wright, which is of record and on file as an attachment to Plaintiff's First Amended Petition;
 - c. Exhibit C, which is the affidavit of Plaintiff's expert witness, Andrew Meade;
 - d. Exhibit D, which is the affidavit of Plaintiff's expert witness, David Parker;
 - e. Exhibit E, which is the affidavit of Plaintiff's expert witness, Mimmie Yost;
 - f. Exhibit F, which are certified copies of Angelina and Nacogdoches County Clerk records reflecting the history of conveyances of the original Gulf Easements to Express,
 - g. Exhibit G, which is a copy of the 2017 Express Gas T-4 Permit and Application;
 - h. Exhibit H, which are copies of the original agreements between Mustang and multiple Landowners (Winston and Stephens);
 - i. Exhibit I, which is a copy of the original agreement between Mustang and Texas Parks and Wildlife (TPWD);
 - j. Exhibit J, which is a copy of Def 05.000030, produced by Defendant;

- k. Exhibit K, which is a copy of the 2017 agreement between Mustang and TPWD;
- l. Exhibit L, which is a copy of the 1996 agreement between Marie Stephens and Mustang;
- m. Exhibit M, which is a copy of records obtain via subpoena duces tecum from TPWD; and
- n. Exhibit N, which is the affidavit of Plaintiff's Expert Jon Yost, which includes the map shown on pages 7 and 18 of the Plaintiff's Motion for Partial Summary Judgment.



Christopher J. Sachitano

SWORN TO AND SUBSCRIBED BEFORE ME, by the said Christopher J. Sachitano
this the 9th day of January, 2025



Michelle Bass
Notary Public-State of Texas

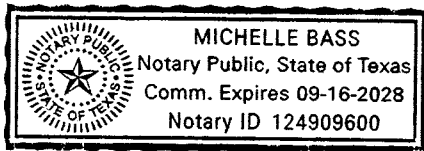


Exhibit A

IN CONSIDERATION OF

Murteen and 400

rs,

this day paid to

Mrs. J. C. Parrott, J. S. Parrott,

by GULF PIPE LINE COMPANY, the receipt whereof is hereby acknowledged,

hereby grant and convey unto said GULF PIPE LINE COMPANY, its successors right to construct, maintain and operate a pipe line for the conveyance of oil over, through and upon

that certain tract of land situated in *Nacogdoches County Texas*

, and thus described

Being across a tract of 158 1/2 acres situated about 11 miles South of the town of Nacogdoches Texas on the Angelina River (H. H. Parrott survey) For more definite description reference is given to deed records at Nacogdoches Texas Vol. 72 Page 561

Also there is hereby granted a right to erect and maintain a telephone and telegraph line over said premises. The grantee herein, its successors and assigns, shall have the right to select the route of said pipe line and the route of said telephone and telegraph line and to do whatever may be requisite for their construction, or for the enjoyment of the rights herein granted, including the right of ingress and egress to and from said tract of land for the purpose of laying, maintaining, repairing and restoring of said pipe line and said telegraph and telephone line, and for removing of same when desired by the grantee, its successors or assigns.

TO HAVE AND TO HOLD the said easement unto the said GULF PIPE LINE COMPANY, its successors and assigns, as long as the same shall be useful for the purposes of and desired by said grantee, which by the acceptance hereof covenants and agrees with the grantor that the pipe line shall be buried so as not to interfere with the cultivation of said land.

It is understood that the person securing this right of way for said company is without authority to make any agreement, covenant or promise in its behalf not herein specifically shown, and this instrument is delivered and accepted upon the distinct understanding that the consideration hereinabove stated is the sole consideration and inducement therefor.

WITNESS my hand this *4th* day of *July* A. D.

1910.

that certain tract of land situated in

, and thus described

Being across a tract of 158 1/2 acres situated about 11 miles South of the town of Macagdoches Texas on the Angelina River (H. H. Parrott survey) For more definite description reference is given to deed records at Macagdoches Texas Vol. 72 Page 561

Also there is hereby granted a right to erect and maintain a telephone and telegraph line over said premises. The grantee herein, its successors and assigns, shall have the right to select the route of said pipe line and the route of said telephone and telegraph line and to do whatever may be requisite for their construction, or for the enjoyment of the rights herein granted, including the right of ingress and egress to and from said tract of land for the purpose of laying, maintaining, repairing and restoring of said pipe line and said telegraph and telephone line, and for removing of same when desired by the grantee, its successors or assigns.

TO HAVE AND TO HOLD the said easement unto the said GULF PIPE LINE COMPANY, its successors and assigns, as long as the same shall be useful for the purposes of and desired by said grantee, which by the acceptance hereof covenants and agrees with the grantor that the pipe line shall be buried so as not to interfere with the cultivation of said land.

It is understood that the person securing this right of way for said company is without authority to make any agreement, covenant or promise in its behalf not herein specifically shown, and this instrument is delivered and accepted upon the distinct understanding that the consideration hereinabove stated is the sole consideration and inducement therefor.

WITNESS my hand this *4th* day of *July* A. D.

1910

S. L. Parrott
W. K. Looney
J. L. Parrott
G. W. Parrott

6-4-3

COUNTY OF NACOGDOCHES.

Notary Public

in and for Nacogdoches County

A. D. 1910.

Geo H. Misenheimer
Notary Public in and for *Tarrant* Co. Texas.

STATE OF TEXAS,

Before me,

County of _____

a Notary Public, in and for _____

County, Texas,

on this day personally appeared _____

wife of _____, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said _____

_____, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

Given under my hand and seal of office this _____ day of _____

A. D. 1910.

Notary Public in and for _____

STATE OF TEXAS,

County of *Tarrant*

County Court of said County, do hereby certify that the foregoing instrument of writing dated the _____ day of _____, A. D. 1910, with its certificate of authentication, was filed for record in my office this _____ day of _____ 1910, at _____ o'clock _____ M., and duly recorded the _____ day of _____ 1910, at _____ o'clock _____ M., in the _____ Records of said County in Volume _____ on pages _____.

IN WITNESS my hand and the seal of the County Court of said County at office in _____ the _____ day and year last above written.

J. A. Spear, Clerk,
County Court, *Tarrant* County,
By *Walter Wells*, Deputy.

RECORDED IN

PIPE LINE CO.

County, Texas

for record the _____ day

of _____ A. D. 1910

at _____ o'clock _____ M.

County Clerk

Deputy

103700

103766

a Notary Public, in and for Navajo
on this day personally appeared S. C. Parrott
known to me to be the person whose name is subscribed to the foregoing instrument, and
acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 4th day of July
A. D. 1910.
Geo. H. Mueschenheimer
Notary Public in and for Navajo Co. Texas.

STATE OF TEXAS,
County of Navajo } Before me,
a Notary Public, in and for _____ County, Texas,
on this day personally appeared _____
wife of _____, known to me to be the
person whose name is subscribed to the foregoing instrument, and having been examined by me privily
and apart from her husband, and having the same fully explained to her, she, the said _____
acknowledged such instrument to be her act and
deed, and declared that she had willingly signed the same for the purposes and consideration therein
expressed and that she did not wish to retract it.

Given under my hand and seal of office this _____ day of _____
A. D. 1910.
Notary Public in and for _____

STATE OF TEXAS,
County of Navajo }
Court of said County, do hereby certify that the foregoing instrument of writing dated the 4th
day of July, A. D. 1910, with its certificate of authentication, was filed for
record in my office this 14th day of Sept 1910, at 4 o'clock P. M.,
and duly recorded the 17th day of Sept 1910, at 3 o'clock P. M., in
the 24th Records of said County in Volume 74v on pages 107 & 108.
Witness my hand and the seal of the County Court of said County at office in Navajo,
this 17th day last above written.

J. A. Spear, Clerk,
County Court Navajo County,
By Walter Wells, Deputy.

LINE CO.
County, Texas
day
A. D. 1910
Clerk
Deputy

THE STATE OF TEXAS,

COUNTY OF NACOGDOCHES.

Before me,

F. D. Houston

Notary Public

in and for Nacogdoches County,

Texas, on this day personally appeared

W. K. Leoney J. L. Parrott

J. C. Leoney and A. W. Parrott

known to me to be the person whose name *are* subscribed to the foregoing instrument, and acknowledged to me that *each* he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office, this *9th* day of *August*, A. D. 19*10*.

F. D. Houston
Notary Public

deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

Given under my hand and seal of office this _____ day of _____

A. D. 191_____

Notary Public in and for _____

STATE OF TEXAS,

J. A. Spear

Clerk of the

County Court of said County, do hereby certify that the foregoing instrument of writing dated the *4th* day of *July*, A. D. 191*0*, with its certificate of authentication, was filed for record in my office this *14th* day of *Sept*, 191*0*, at *4* o'clock *P*. M., and duly recorded the *17th* day of *Sept*, 191*0*, at *3* o'clock *P*. M., in the *Records* of said County in Volume *741* on pages *109th & 110th*.

Witness my hand and the seal of the County Court of said County at office in *Acogdoches*, this *14th* day of *Sept*, 191*0*.

J. A. Spear, Clerk,
County Court, *Nacogdoches* County,
By *John Wells*, Deputy.



LINE CO.

County, Texas

day

A. D. 1910

County Clerk

Deputy

3700

466

Philip Sanders
CADDOTHERY

THE STATE OF TEXAS }
County of Nacogdoches }

I, O. F. BAXTER, Clerk of the County Court of Nacogdoches County

do hereby certify that the above instrument of writing, dated on the 27 day of Feb 1914
with its certificate of authentication, was filed for record in my office this 23 day of May
A. D. 1914, at 4 o'clock P. M., and duly recorded the 27 day of May A. D. 1914
at 9 o'clock A. M., in the Records of Deeds in said County, in Vol. 82 on page No. 482-23-24

WITNESS my hand and seal of office, the day and year last above written.

O F BAXTER

Clerk, County Court, Nacogdoches County.

By Philip Sanders

CADDÓ-LUFKIN
Right of Way

S. C. Parrott et al

To
Gulf Pipe Line Company

Across H. H. Parrott Sur.
Nacogdoches Co.

FILED FOR RECORD

May 22 1914

at 4 o'clock P. M.

D. H. Boykin

County Clerk, Nacogdoches County, Texas

Walter Wells Register

23

Return to
Gulf Pipe Line Co.
Beaumont, Tex.

From
Station No. 130+66
To
Station No. 153+09



1

I consideration of Twenty Dollars
 this day paid to Mrs. S. C. Barrett by Gulf Pipe
 Line Company, the receipt of which is hereby acknowledged,
 do hereby grant and convey unto said Gulf Pipe Land Co., its
 successor and assigns, the right to construct a Roadway over
 through and ~~pass~~ upon that certain tract of land situated in
 Nacogdoches County, State of Texas, containing 160
 acres, more or less, being part of the
W. H. Hat Barrett original grant of land. Said tract
 of land is bounded on the North by land owned by _____
Jim Christian _____ ;
 on the East by land claimed by Jim Christian _____ ;
 on the South ~~by land claimed by~~ Angelina River _____ ;
 on the West by Mr. Blunk _____ .

And whereas, the said Gulf Pipe Line Company, has
 hereto acquired and now owns and is using a valid grant of
 Right of Way for the ~~construction~~ construction, maintenance and
 operation of an additional pipe line and it is understood that
 this is for a Roadway. Said Roadway to be along the Right of
 Way of said pipe line, and to do what ever may be requisite for
 its construction, or for the enjoyment of the rights herein
 granted, including the right of ingress and egress to and from
 said tract of land for the purpose of laying, maintaining, re-
 pairing and restoring of said Roadway when desired by the
 Grantee, its successors or assigns.

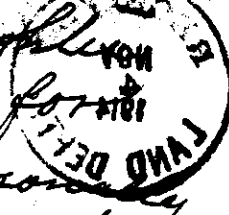
To have and to hold the said Easement unto the said
 Gulf Pipe Line Co., its successors and assigns as long as the
 same shall be useful for the purposes of and ~~desired by~~ said
 grantee.

Witness my hand, this 2nd day of April

A. D. 1914.

6-4-3

Mrs. S. C. Barrett



The State of Texas }
 County of Nacogdoches } A Notary Public in and for
 Nacogdoches County Texas on this day personally
 appeared S E Parrott known to me to be the person
 whose name is subscribed to the foregoing instru-
 -ment and acknowledged to me that she
 executed the same for the purposes and consider-
 -ations therein expressed.

GIVEN under my hand and seal of office
 this the 8th day of April A D 1914.

John S Boughton
 Notary Public in and for Nacogdoches County Texas

STATE OF TEXAS }
 of Nacogdoches } L. O. F. BAXTER, Clerk of the County Court of Nacogdoches County

I hereby certify that the above instrument of writing, dated on the 8 day of April 1914
 this certificate of authentication, was filed for record in my office this 8 day of Oct
 A. D. 1914, at 5 o'clock P. M., and duly recorded the 10 day of Oct, A. D. 1914
9 o'clock A. M., in the Records of Deeds in said County, in Vol. 85 on page No. 58

WITNESS my hand and seal of office, the day and year last above written.

L. O. F. Baxter
 Clerk, County Court, Nacogdoches County.
Beardley Deputy.

FILED FOR RECORD
 10/8/14
 By [Signature] Deputy

From Station No. 130+66
 To Station No. 153+09

By [Signature] Deputy

ROADWAY
 CADDO-LUFKIN LODG

Station 130+66 to 153+09

Roadway
 Bull Pipe Line Co.

Mr. S. E. Parrott
 To

ROADWAY

2022 B
 Roadway back

MICROFILMED

IN CONSIDERATION OF Twenty \$20 DOLLARS

this day paid to Miss S. M. Parratt, J. L. Parratt, J. W. Keating, H. H. Parratt
W. B. Lowmy & his wife & J. Lowmy & H. H. Parratt by GULF

PIPE LINE COMPANY, the receipt whereof is hereby acknowledged, we do hereby grant and convey unto said GULF PIPE LINE COMPANY, its successors and assigns, the right to construct, maintain and operate pipe lines for the conveyance of oil and gas, either or both, over, through and upon that certain tract of land situated in Nacogdoches County,

State of Texas, containing 15 6/8 acres, more or less, being _____ of the

H. H. Parratt Survey original grant of land. Said tract of land is bounded

on the north by land claimed by E. A. Blount

on the east by land claimed by _____

on the south by land claimed by bounded on South by Angelina River

on the west by land claimed by E. A. Blount

and is further described as follows: _____

Said GULF PIPE LINE COMPANY has heretofore acquired and now owns and is using a valid grant of right of way for the construction, maintenance and operation of one pipe line and a telegraph and telephone line over and through said premises, and it is understood that this grant is for the construction, maintenance and operation of additional pipe lines over, through and upon said same premises.

Said additional pipe lines to be laid so that their center line shall be distant at no place more than eight (8) feet from the center line of said first pipe line, and to do whatever may be requisite for their construction, or for the enjoyment of the rights herein granted, including the right of ingress and egress to and from said tract of land for the purpose of laying, maintaining, repairing and restoring of said additional pipe lines and for removing of same when desired by the grantee, its successors or assigns.

TO HAVE AND TO HOLD the said easement unto the said GULF PIPE LINE COMPANY, its successors and assigns, as long as the same shall be useful for the purposes of and desired by said grantee, which by the acceptance hereof covenants and agrees with the grantor that the said additional pipe lines shall be buried so as not to interfere with the cultivation of said land.

It is understood that the person securing this right of way for said Company is without authority

and operate pipe lines for the conveyance of oil and gas, either of them, over and upon that certain tract of land situated in Nacogdoches County, State of Texas, containing 15 8/12 acres, more or less, being of the H H Parralle Survey original grant of land. Said tract of land is bounded on the north by land claimed by E H Blount on the east by land claimed by _____ on the south by land claimed by bounded on South by Angelica River on the west by land claimed by E A Blount and is further described as follows: _____

Said GULF PIPE LINE COMPANY has heretofore acquired and now owns and is using a valid grant of right of way for the construction, maintenance and operation of one pipe line and a telegraph and telephone line over and through said premises, and it is understood that this grant is for the construction, maintenance and operation of additional pipe lines over, through and upon said same premises.

Said additional pipe lines to be laid so that their center line shall be distant at no place more than eight (8) feet from the center line of said first pipe line, and to do whatever may be requisite for their construction, or for the enjoyment of the rights herein granted, including the right of ingress and egress to and from said tract of land for the purpose of laying, maintaining, repairing and restoring of said additional pipe lines and for removing of same when desired by the grantee, its successors or assigns.

TO HAVE AND TO HOLD the said easement unto the said GULF PIPE LINE COMPANY, its successors and assigns, as long as the same shall be useful for the purposes of and desired by said grantee, which by the acceptance hereof covenants and agrees with the grantor that the said additional pipe lines shall be buried so as not to interfere with the cultivation of said land.

It is understood that the person securing this right of way for said Company is without authority to make any agreement, covenant or promise in its behalf not herein specifically shown, and this instrument is delivered and accepted upon the distinct understanding that the consideration hereinabove stated is the sole consideration and inducement therefor.

Witness our hands this 27 day of February, A. D. 1924

Mallie Ballinger L. P. Parrott
L. P. Parrott H. H. Parrott
R. Looney R. Looney

THE STATE OF TEXAS,

County of Nacogdoches

Before me

E. B. Lewis

a Notary Public, in and for

Nacogdoches

County, Texas,

and J. L. Parrott
on this day personally appeared J. L. Parrott, H. H. Parrott, W. H. Lounny, F. B. Lounny, J. B. Lounny

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

Given under my hand and seal of office this 29th day of February

A. D. 1974

E. B. Lewis

Notary Public in and for Nacogdoches County, Texas.

THE STATE OF TEXAS,

County of Nacogdoches

Before me

E. B. Lewis

a Notary Public, in and for

Nacogdoches

County, Texas,

on this day personally appeared

J. J. Lounny

wife of

W. H. Lounny

known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said

J. J. Lounny

acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

Given under my hand and seal of office this the 27th day of February

A. D. 1974

E. B. Lewis

Notary Public in and for Nacogdoches County, Texas.

THE STATE OF TEXAS,

County of _____

I, _____,

Clerk of the

County Court of said County, do hereby certify that the foregoing instrument of writing dated the _____ day of _____, A. D. 19____, with its certificate of authentication, was filed for

record in my office this _____ day of _____ 19____, at _____ o'clock _____ M., and duly recorded the _____ day of _____ 19____, at _____ o'clock _____ M., in the _____ Records of said County in Volume _____ on pages _____.

Witness my hand and the seal of the County Court of said County at office in _____, the day and year last above written.

_____, Clerk;

County Court _____ County,

By _____ Deputy.

CO	Texas	day	D. 19	Clerk	Deputy
----	-------	-----	-------	-------	--------

A. D. 1974

Notary Public in and for Nacogdoches County, Texas.

E. B. Lewis

THE STATE OF TEXAS,

County of Nacogdoches Before me E. B. Lewis

a Notary Public, in and for Nacogdoches County, Texas,

on this day personally appeared J. J. Lounny

wife of W. R. Lounny, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said J. J. Lounny, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

Given under my hand and seal of office this the 27th day of February

A. D. 1974

E. B. Lewis

Notary Public in and for Nacogdoches County, Texas.

THE STATE OF TEXAS,

County of _____ I, _____, Clerk of the

County Court of said County, do hereby certify that the foregoing instrument of writing dated the

_____ day of _____, A. D. 19____, with its certificate of authentication, was filed for

record in my office this _____ day of _____ 19____, at _____ o'clock _____ M.,

and duly recorded the _____ day of _____ 19____, at _____ o'clock _____ M.,

in the _____ Records of said County in Volume _____ on pages _____.

Witness my hand and the seal of the County Court of said County at office in _____, the day and year last above written.

_____, Clerk,

County Court _____ County,

By _____ Deputy.

RIGHT OF WAY

TO

GULF PIPE LINE CO.

County, Texas.

led for record the _____ day

_____ A. D. 19____,

_____ o'clock _____ M.

County Clerk

Deputy Clerk

FROM

TO

ation No.

ation No.

The State of Texas } Before me E. B. Lewis
County of Navarro } a Notary Public in and for
Navarro County Texas, on this day
personally appeared B. R. Looney wife of
H. A. Looney known to me to be the
person whose name is subscribed to the
foregoing instrument, and having
been examined by me privily and apart
from her husband, and having the same
fully explained to her, she the said
B. R. Looney acknowledged such instrument
to be her act and deed, and declared that
she had willingly signed the same for the
purposes and consideration therein expressed
and that she did not wish to retract it.
Given under my hand and Seal of office

This the 27th day of February 1914

E. B. Lewis

Notary Public in and for
Navarro County Texas.

The State of Texas. } Before Me E. B. Lewis
County of Nacogdoches } a Notary Public in and
for Nacogdoches County Texas on This day
personally appeared Mattie Hollins wife of
J. W. Hollins known to me to be the person
whose name is subscribed to the foregoing
instrument, and having been examined by
me privately and apart from her husband, and
having the same fully explained to her, she
the said Mattie Hollins acknowledged
such instrument to be her act and deed, and
declared that she had willingly signed the same
for the purposes and consideration therein
expressed and that she did not wish to retract

Given under my hand and seal of office this
the 3rd day of March 1914

E. B. Lewis.

Notary Public in and for
Nacogdoches County Texas.

THE STATE OF TEXAS

County of Nacogdoches

I, O. F. BAXTER, Clerk of the County Court of Nacogdoches County

do hereby certify that the above instrument of writing, dated on the 27 day of February 1914

with its certificate of authentication, was filed for record in my office this 22 day of May

A. D. 1914, at 4 o'clock P. M., and duly recorded the 27th day of May 1914

at 12 o'clock M., in the Records of Deeds in said County, in Vol. 62 on page No. 428

WITNESS my hand and seal of office, the day and year last above written,

O. F. BAXTER,

Clerk, County Court, Nacogdoches County.

By Deputy

Right of Way
H. C. Parrott Et al

Gulf Pine Lumber Co.

Access

Nacogdoches County Texas

Filed for record the 27th day

of

22 o'clock M

May 1914

County Clerk

IN CONSIDERATION OF Eight and 30/100 Dollars,

this day paid to S. Michelli do

by GULF PIPE LINE COMPANY, the receipt whereof is hereby acknowledged, I do hereby grant and convey unto said GULF PIPE LINE COMPANY, its successors and assigns, the right to construct, maintain and operate a pipe line for the conveyance of oil over, through and upon

that certain tract of land situated in Macogdoches County Texas

, and thus described

Being across a tract of 205 acres situated about 10 miles south of the fairway of Macogdoches Texas (on Vicente Michelli grant) For more definite description ^{reference} is given to deed records in Macogdoches, Macogdoches County Texas. Vol. 61 Page 428

Also there is hereby granted a right to erect and maintain a telephone and telegraph line over said premises. The grantee herein, its successors and assigns, shall have the right to select the route of said pipe line and the route of said telephone and telegraph line and to do whatever may be requisite for their construction, or for the enjoyment of the rights herein granted, including the right of ingress and egress to and from said tract of land for the purpose of laying, maintaining, repairing and restoring of said pipe line and said telegraph and telephone line, and for removing of same when desired by the grantee, its successors or assigns.

TO HAVE AND TO HOLD the said easement unto the said GULF PIPE LINE COMPANY, its successors and assigns, as long as the same shall be useful for the purposes of and desired by said grantee, which by the acceptance hereof covenants and agrees with the grantor that the pipe line shall be buried so as not to interfere with the cultivation of said land.

It is understood that the person securing this right of way for said company is without authority to make any agreement, covenant or promise in its behalf not herein specifically shown, and this instrument is delivered and accepted upon the distinct understanding that the consideration hereinabove stated is the sole consideration and inducement therefor.

WITNESS my hand this 5th day of July A. D.

1916.

S. Michelli
mark

6-4-3

MICROFILMED

THE STATE OF TEXAS,

County of Wacogdocher
a Notary Public, in and for

Before me, Geo. F. Meisenheimer

on this day personally appeared S. Mitchell County, Texas,

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 5th day of July
A. D. 1910.

Geo. F. Meisenheimer
Notary Public in and for Wacogdocher Co. Texas.

STATE OF TEXAS,

County of _____
a Notary Public, in and for

Before me, _____

on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said _____, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

Given under my hand and seal of office this _____ day of _____
A. D. 191_____

Notary Public in and for _____ Co. Texas.

STATE OF TEXAS,

County of Wacogdocher

I, J. A. Spear, Clerk of the

County Court of said County, do hereby certify that the foregoing instrument of writing dated the 5th day of July, A. D. 1910, with its certificate of authentication, was filed for record in my office this 18th day of August 1910, at 8 o'clock A. M., and duly recorded the 25th day of August 1910, at 4 o'clock P. M., in the Heisen Records of said County in Volume 24 on pages 31.

WITNESS my hand and the seal of the County Court of said County at office in Wacogdocher the day and year last above written.

J. A. Spear, Clerk,
County Court Wacogdocher County,
By Edifton Wells, Deputy.

16 20/3

RIGHT OF WAY

CADDO LUFKIN

GULF PIPE LINE CO.

Across 20.5 acres of W. Mitchell Grant

Wacogdocher County, Texas.

Filed for record the 18th day of August A. D. 1910 at 8 o'clock A. M. (3)

J. A. Spear County Clerk.
By Edifton Wells Deputy.

Return to 166789
Gulf Pipe Line Co. 153700
Recomm. Tex.

SOLOS

IN CONSIDERATION OF Twelve and 45/100 DOLLARS,
this day paid to Mr. J. W. Christian of Nacogdoches

County Texas by GULF
PIPE LINE COMPANY, the receipt whereof is hereby acknowledged, I do hereby grant and
convey unto said GULF PIPE LINE COMPANY, its successors and assigns, the right to construct,
maintain and operate pipe lines for the conveyance of oil and gas, either or both, over, through and
upon that certain tract of land situated in Nacogdoches County,
State of Texas, containing 205 acres, more or less, being a part of the

V. Michelli original grant of land. Said tract of land is bounded
on the north by land claimed by E. A. Blount, Lidio Ramos & J. Michelli
on the east by ~~land claimed by~~ The Procello Road
on the south by land claimed by Lidio Ramos
on the west by land claimed by J. Mc Parrott

and is further described as follows: being land deeded to me by
J. Michelli in Jan. 1911 deed to which is recorded
in the deed records of Nacogdoches County
Texas

Said GULF PIPE LINE COMPANY has heretofore acquired and now owns and is using a valid grant
of right of way for the construction, maintenance and operation of one pipe line and a telegraph and
telephone line over and through said premises, and it is understood that this grant is for the construc-
tion, maintenance and operation of additional pipe lines over, through and upon said same premises.

Said additional pipe lines to be laid so that their center line shall be distant at no place more
than eight (8) feet from the center line of said first pipe line, and to do whatever may be requisite for
their construction, or for the enjoyment of the rights herein granted, including the right of ingress
and egress to and from said tract of land for the purpose of laying, maintaining, repairing and restoring
of said additional pipe lines and for removing of same when desired by the grantee, its successors
or assigns.

TO HAVE AND TO HOLD the said easement unto the said GULF PIPE LINE COMPANY, its
successors and assigns, as long as the same shall be useful for the purposes of and desired by said
grantee, which by the acceptance hereof covenants and agrees with the grantor that the said addi-
tional pipe lines shall be buried so as not to interfere with the cultivation of said land.

It is understood that the person securing this right of way for said Company is without authority
to make any agreement, covenant or promise in its behalf not herein specifically shown, and this instru-
ment is delivered and accepted upon the distinct understanding that the consideration hereinabove
stated is the sole consideration and inducement therefor.

Witness my hand this 2nd day of March, A. D. 1914
J. W. Christian

6-4-3

THE STATE OF TEXAS,

County of Nacogdoches } Before me E. B. Lewis
a Notary Public, in and for Nacogdoches County, Texas,
on this day personally appeared J. W. Christian
known to me to be the person whose name is subscribed to the foregoing instrument, and
acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 22nd day of April,
A. D. 1914

E. B. Lewis
Notary Public and for Nacogdoches County, Texas.

THE STATE OF TEXAS,

County of _____ } Before me _____
a Notary Public, in and for _____ County, Texas,
on this day personally appeared _____
wife of _____, known to me to
be the person whose name is subscribed to the foregoing instrument, and having been examined by me
privily and apart from her husband, and having the same fully explained to her, she, the said _____
acknowledged such instrument to be her act and
deed, and declared that she had willingly signed the same for the purposes and consideration therein
expressed and that she did not wish to retract it.

Given under my hand and seal of office this the _____ day of _____,
A. D. 19_____

Notary Public in and for _____ County, Texas.

THE STATE OF TEXAS,

County of Nacogdoches } I, O. F. Baxter, Clerk of the
County Court of said County, do hereby certify that the foregoing instrument of writing dated the
2nd day of March, A. D. 1914, with its certificate of authentication, was filed for
record in my office this 22nd day of May 1914, at 4 o'clock P. M.,
and duly recorded the 23rd day of May 1914, at 1:45 o'clock P. M.,
in the Deed Records of said County in Volume 82 on pages 387-388.

Witness my hand and the seal of the County Court of said County at office in Nacogdoches,
the day and year last above written.

O. F. BAXTER, Clerk,
County Court Nacogdoches County,
By Philip Sanders Deputy.

20/30
RIGHT OF WAY
CADDOLUPKIN
J. W. Christian

TO:
GULF PIPE LINE CO:
W. Phillips
W. Phillips County, Texas.

[See S. Marshall's Rev. 77]
is on 1st Right of Way
Filed for record the 22nd day
of May, A. D. 1914,
at 4 o'clock P. M.
O. F. Baxter
County Clerk.
By Wilton Ween Deputy Clerk.

Station No. 153+09
FROM (39)
TO:
Station No. 166+84
Return to
Gulf Pipe Line Co.

I consideration of \$ 12 50 Dollars
 this day paid to J. W. Christian by Gulf Pipe
 Line Company, the receipt of which is hereby acknowledged,
 do hereby grant and convey unto said Gulf Pipe Land Co., its
 successor and assigns, the right to construct a Roadway over
 and ~~through~~ upon that certain tract of land situated in
 Nacogdoches County, State of Texas, containing 20 5
 acres, more or less, being a part of the
V. Michelli original grant of land. Said tract
 of land is bounded on the North by land owned by Jay Blumh
On the West: Mrs. Barrett ;
 on the East by land claimed by A. J. Spradley ;
 on the South by land claimed by D. Pennus + Mrs. Barrett

And whereas, the said Gulf Pipe Line Company, has
 hereto acquired and now owns and is using a valid grant of
 Right of Way for the ~~construction~~ construction, maintenance and
 operation of an additional pipe line and it is understood that
 this is for a Roadway. Said Roadway to be along the Right of
 Way of said pipe line, and to do what ever may be requisite for
 its construction, or for the enjoyment of the rights herein
 granted, including the right of ingress and egress to and from
 said tract of land for the purpose of laying, maintaining, re-
 pairing and restoring of said Roadway when desired by the
 Grantee, its successors or assigns.

To have and to hold the said Easement unto the said
 Gulf Pipe Line Co., its successors and assigns, as long as the
 same shall be useful for the purposes of and desired by said
 grantee.

Witness my hand, this dayx 10 day of April
 A. D. 1914. 6-4-3 Jas W Christian

The State of Texas }
 County of Navy doches }
 public in & for Navy doches }
 County, Texas, On this }
 day personally appeared }
 to me to be the person whose name is subscribed to }
 the foregoing instrument and acknowledged to me }
 that he executed the same for the purposes & consideration }
 therein expressed -

Given under my hand and seal of office this
 the 10th day of April A.D. 1914.

John S. Doughter
 Notary public, in & for Navy doches
 County, Texas.



THE STATE OF TEXAS }
 County of Nacogdoches }
 I, O. F. BAXTER, Clerk of the County Court of Nacogdoches County
 do hereby certify that the above instrument of writing, dated on the 10 day of
 March 1914
 with its certificate of authentication, was filed for record in my office this 23rd day of
 A. D. 1914 at 4 o'clock P. M. and duly recorded the 23rd day of
 A. D. 1914 on page No. 386-87.
 at 1:30 o'clock P. M. in the Records of Deeds in said County, in Vol. 82
 WITNESS my hand and seal of office, the day and year last above written.
 O F BAXTER
 Clerk, County Court, Nacogdoches County.
 By *Chief Justice* Deputy.

20
 J. N. Christman -
 Broadway, to Gulf
 Pipe Line Co.
 across 205 acres of the
 J. Michelli Survey in
 Navy doches County,
 Texas.
 Station 153 + 16 to 166 + 84

~~Roadway~~
 CADDO-LUFKIN

32
 Lion No. 15 + 09
 41 + 84

5-4-6

6

IN CONSIDERATION OF Twenty-four and 70/100 Dollars,

this day paid to J. L. Calvert

by GULF PIPE LINE COMPANY, the receipt whereof is hereby acknowledged, I do

hereby grant and convey unto said GULF PIPE LINE COMPANY, its successors and assigns, the right to construct, maintain and operate a pipe line for the conveyance of oil over, through and upon

that certain tract of land situated in Angelina County Texas

about 9 1/2 miles North of Cupkin, and thus described

Being 162 acres of land out of the Estevan Soguet grant and being the same land conveyed to me by W. H. Bonner and recorded in Book 25 Page 415 1st. Record of Angelina County, to which deed reference is hereby made for further description

Also there is hereby granted a right to erect and maintain a telephone and telegraph line over said premises. The grantee herein, its successors and assigns, shall have the right to select the route of said pipe line and the route of said telephone and telegraph line and to do whatever may be requisite for their construction, or for the enjoyment of the rights herein granted, including the right of ingress and egress to and from said tract of land for the purpose of laying, maintaining, repairing and restoring of said pipe line and said telegraph and telephone line, and for removing of same when desired by the grantee, its successors or assigns.

TO HAVE AND TO HOLD the said easement unto the said GULF PIPE LINE COMPANY, its successors and assigns, as long as the same shall be useful for the purposes of and desired by said grantee, which by the acceptance hereof covenants and agrees with the grantor that the pipe line shall be buried so as not to interfere with the cultivation of said land.

It is understood that the person securing this right of way for said company is without authority to make any agreement, covenant or promise in its behalf not herein specifically shown, and this instrument is delivered and accepted upon the distinct understanding that the consideration hereinabove stated is the sole consideration and inducement therefor.

WITNESS my hand this the 6th day of July A. D.

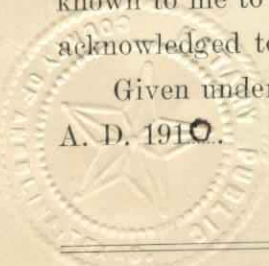


J. L. Calvert

MICROFILMED

THE STATE OF TEXAS,
County of Angelina
a Notary Public, in and for
on this day personally appeared
known to me to be the person whose name is subscribed to the foregoing instrument, and
acknowledged to me that he executed the same for the purposes and consideration therein expressed.
Given under my hand and seal of office this 6th day of July
A. D. 1910.

Before me, E. G. Bantz
Angelina County, Texas,
J. L. Calvert
Notary Public in and for Angelina Co. Texas.

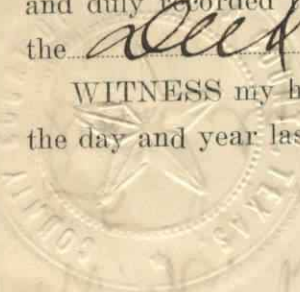


STATE OF TEXAS,
County of _____
a Notary Public, in and for _____
on this day personally appeared _____
wife of _____, known to me to be the
person whose name is subscribed to the foregoing instrument, and having been examined by me privily
and apart from her husband, and having the same fully explained to her, she, the said _____
acknowledged such instrument to be her act and
deed, and declared that she had willingly signed the same for the purposes and consideration therein
expressed and that she did not wish to retract it.
Given under my hand and seal of office this _____ day of _____
A. D. 191_____.

Before me, _____
_____ County, Texas,
Notary Public in and for _____ Co. Texas.

STATE OF TEXAS,
County of Angelina
County Court of said County, do hereby certify that the foregoing instrument of writing dated the 6th
day of July A. D. 1910, with its certificate of authentication, was filed for
record in my office this 18th day of Aug 1910, at 8 o'clock A. M.,
and duly recorded the 25th day of Aug 1910, at 11 o'clock A. M., in
the deed Records of said County in volume 30 on pages 44
WITNESS my hand and the seal of the County Court of said County at office in Lufkin
the day and year last above written.

J. W. Boyd, Clerk of the
County Court of Angelina County,
By J. W. Boyd, Deputy.



1916

RIGHT OF WAY
CADDO-LUFKIN
TO
GULF PIPE LINE CO.

J. L. Calvert
162 Ave
Out of Estwan Loquet
Angelina County, Texas.

Filed for record the 18 day
of Aug, A. D. 1910,
at 8 o'clock A. M.
By J. W. Boyd County Clerk.
Deputy.

Return to 6
Gulf Pipe Line Co.

5-4-6

6

IN CONSIDERATION OF Twenty four and 70/100 DOLLARS,
this day paid to W. E. Messingill

by GULF PIPE LINE COMPANY, the receipt whereof is hereby acknowledged, I do hereby grant and convey unto said GULF PIPE LINE COMPANY, its successors and assigns, the right to construct, maintain and operate pipe lines for the conveyance of oil and gas, either or both, over, through and upon that certain tract of land situated in Angelina County,

State of Texas, containing 162 1/2 acres, more or less, being apart of the E. Gequet original grant of land. Said tract of land is bounded

on the north by ~~land claimed by~~ The Angelina River

~~on the east by land claimed by~~

on the south by land claimed by J. C. Modisett

~~on the west by land claimed by~~

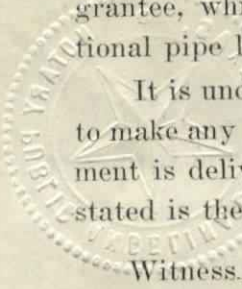
and is further described as follows: bring the land purchased by me from J. D. Calvert

Said GULF PIPE LINE COMPANY has heretofore acquired and now owns and is using a valid grant of right of way for the construction, maintenance and operation of one pipe line and a telegraph and telephone line over and through said premises, and it is understood that this grant is for the construction, maintenance and operation of additional pipe lines over, through and upon said same premises.

Said additional pipe lines to be laid so that their center line shall be distant at no place more than eight (8) feet from the center line of said first pipe line, and to do whatever may be requisite for their construction, or for the enjoyment of the rights herein granted, including the right of ingress and egress to and from said tract of land for the purpose of laying, maintaining, repairing and restoring of said additional pipe lines and for removing of same when desired by the grantee, its successors or assigns.

TO HAVE AND TO HOLD the said easement unto the said GULF PIPE LINE COMPANY, its successors and assigns, as long as the same shall be useful for the purposes of and desired by said grantee, which by the acceptance hereof covenants and agrees with the grantor that the said additional pipe lines shall be buried so as not to interfere with the cultivation of said land.

It is understood that the person securing this right of way for said Company is without authority to make any agreement, covenant or promise in its behalf not herein specifically shown, and this instrument is delivered and accepted upon the distinct understanding that the consideration hereinabove stated is the sole consideration and inducement therefor.



Witness my hand this 27th day of February, A. D. 1914
W. E. Messingill

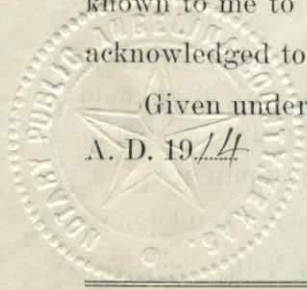
MICROFILMED

THE STATE OF TEXAS,

County of Angelina } Before me E. H. McMillen J.P. Ex officio
a Notary Public, in and for Angelina County, Texas,
on this day personally appeared W. E. Massingill

known to me to be the person whose name is subscribed to the foregoing instrument, and
acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 27th day of February,
A. D. 1914



E. H. McMillen J.P. Ex officio
Notary Public and for Angelina County, Texas.

THE STATE OF TEXAS,

County of _____ } Before me _____
a Notary Public, in and for _____ County, Texas,
on this day personally appeared _____

wife of _____, known to me to be
the person whose name is subscribed to the foregoing instrument, and having been examined by me
privily and apart from her husband, and having the same fully explained to her, she, the said _____

acknowledged such instrument to be her act and
deed, and declared that she had willingly signed the same for the purposes and consideration therein
expressed and that she did not wish to retract it.

Given under my hand and seal of office this the _____ day of _____,
A. D. 19_____

Notary Public in and for _____ County, Texas.

THE STATE OF TEXAS,

County of Angelina } I, J. L. Dunn, Clerk of the
County Court of said County, do hereby certify that the foregoing instrument of writing dated the
27 day of Feb, A. D. 1914, with its certificate of authentication, was filed for
record in my office this 14 day of May 1914, at 1 o'clock P. M.,

and duly recorded the 14 day of May 1914, at 6 o'clock P. M.,
in the Deeds Records of said County in Volume 355 on pages 6778

Witness my hand and the seal of the County Court of said County at office in Lufkin Texas
the day and year last above written.

J. L. Dunn, Clerk,
County Court Angelina County,
By Robt Jordan Deputy.

19/6 a Loop

RIGHT OF WAY
ADDITIONAL LUFKIN LOOP
W. E. Massingill
TO
GULF PIPE LINE CO.
Across 162 1/2 Acs
E. Gouge H. Sur.
Angelina County, Texas.

Filed for record the 14th day
of May, A. D. 1914,
at 1 o'clock P. M.
By J. L. Dunn County Clerk.
Deputy Clerk. (62)

FROM
Station No. 129+66
TO
Station No. 88+70
Compd \$100
Return to Gulf Pipe Line Co.

State of Texas,

County of Angelina

KNOW ALL MEN BY THESE PRESENTS, That, in consideration of

Sixty two & ^{no}/_{xx}

(\$ 62 ⁰⁰/_{xx}) Dollars,

this day paid to Mrs N. E. Massingill, a widow

by Gulf Pipe Line Company and Gulf Production Company, the receipt whereof is hereby acknowledged, I do hereby grant and convey unto the said companies, their successors and assigns, a right of way over the land hereinafter described, and the right to construct, maintain and operate thereon pipe lines for the conveyance or transportation of oil, gas, water, steam, or any other material or substance which can be conveyed through a pipeline, or any one or more of said substances;

said right of way being through and upon that certain tract of land situated in Angelina County, State of Texas, and described as follows:

as being 162 acres of land out of E Gougett Survey Angelina County Texas

The grantees herein shall have the right to select the route to be followed by said pipeline which shall be laid adjacent to and approximately parallel to the the line or lines already laid.

It is further agreed that the grantees shall have the right, and the same is hereby granted to such her grantees, to lay as many additional lines of pipe on said right of way as they may desire, but shall pay to said grantor, or her assigns, twenty-five (25c) cents per rod for each additional pipeline so laid; said consideration for additional lines to be paid within a reasonable time after the construction of each additional pipeline, and all additional pipelines shall be laid adjacent to and approximately parallel to the line or lines already laid.

The grantees herein, and their successors and assigns, shall have the right to do whatever may be requisite for the enjoyment of the rights herein granted, including the right of clearing said right of way of timber, and of ingress and egress to and from said tract of land, for the purpose of laying, maintaining, repairing, renewing, changing the size of, and restoring of said pipelines, and for the removal of same when desired by the grantees, their successors or assigns.

The above recited consideration is received in full satisfaction of every right hereby granted; but it is agreed that, within a reasonable time after the completion of said line or lines, the grantees obligates themselves to pay the grantor, all actual damages to crops, fences and timber caused by the construction of said line or lines, and thereafter to pay all actual damages to crops, timber and fences done by them to such; and any damage to any land of the grantor, caused by reason of the operation, repair or removal of said line or lines.

TO HAVE AND TO HOLD the said easement unto the said grantees, their successors and assigns, as long as the same shall be useful for the purposes of and desired by said grantees, their successors and assigns. And, by the acceptance hereof, said grantees covenant and agree with the grantor, that the pipelines shall be buried a sufficient depth so as not to interfere with the cultivation of the land in said right of way, so far as said right of way can be cultivated so as not to interfere with or impair the rights hereby granted.

It is understood and agreed that the person securing this right of way for said companies has no authority to make any agreement, covenant, or promise, in their behalf not herein specifically shown; and this instrument is delivered and accepted upon the distinct understanding that the consideration hereinabove stated is the sole consideration and inducement for the execution hereof.

WITNESS My hand, this 25th day of April, 1925

Mrs WE Massingill

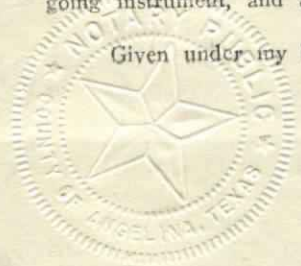
MICROFILMED

State of Texas,

County of Angelina

Before me, the undersigned authority, on this day personally appeared Mrs W E Massingill
a Widow, known to me to be the person whose name is subscribed to the fore-
going instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 25th day of April, A. D. 1925



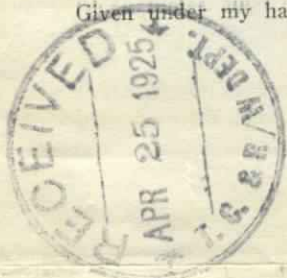
J. A. Alexey
Notary Public in and for Angelina County, Texas.

State of Texas,

County of _____

Before me, the undersigned authority, on this day personally appeared _____
wife of _____, known to me to be the person whose name is subscribed to the fore-
going instrument, and having been examined by me privily and apart from her husband, and having had said instrument
fully explained to her by me, she, the said _____, acknowledged such instrument to be her
act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that
she did not wish to retract it.

Given under my hand and seal of office, this the _____ day of _____, A. D. 192_____



Notary Public in and for _____ County, Texas.

19/6 B

RIGHT OF WAY

8th Loop Lufkin Sta. North.
Mrs W E Massingill
a widow

TO
GULF PIPE LINE COMPANY
GULF PRODUCTION COMPANY

Across _____
County, Texas

Filed for Record the 1st day
of May, A. D. 1925
at 8 o'clock a M.
B. Rolston
County Clerk.

By 84+53 To 125+66-1942
Deputy

FROM
Station No. 88+70
to

Station No. 129+66

If any Gulf Pipe Line Co.
Lost Check or Right of Way Department
Tell the Station, Texas

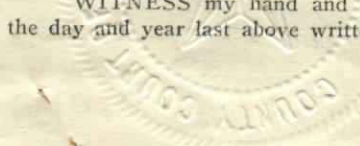
THE STATE OF TEXAS,

COUNTY OF Angelina

I, B. Rolston

Clerk of the County Court of said County, do hereby certify that the foregoing instrument of writing dated the 25
day of April, A. D. 1925, with its certificate of authentication, was filed for record in my office
this 1st day of May, 1925, at 8 o'clock a M., and duly recorded
this 6th day of May, 1925, at 9:35 o'clock a M., in the Deed Records
of said County in Volume 63 ✓, on pages 160 ✓

WITNESS my hand and the seal of the County Court of said County at office in Lufkin, Texas.
the day and year last above written.



B. Rolston, Clerk

County Court Angelina County

By _____ Deputy

Express H2000278

 RIGHT OF WAY CONTRACT
 GUY A. BLOUNT

TO

GULF PIPE LINE COMPANY ET AL
 #####

STATE OF TEXAS

COUNTY OF NACOGDOCHES)

) KNOW ALL MEN BY

these presents, That, in consideration of FOUR HUNDRED TWENTY & 50/xx (\$420.50/) DOLLARS, this day paid to Guy A. Blount by Gulf Pipe Line Company and Gulf Production Company, the receipt whereof is hereby acknowledged, I do hereby grant and convey unto the said companies, their successors and assigns, a right of way over the land hereinafter described, and the right to construct, maintain and operate thereon pipe lines for the conveyance or transportation of oil, gas, water, steam, or any other material or substance which can be conveyed through a pipeline, or any one or more of said substances; said right of way being through and upon those certain tracts of land situated in Nacogdoches County, State of Texas, and described as follows:

As being various tracts of land out of H. H. Parrott, V. Michelli, A. Bermea, J. L. de la Bega and John Thorn surveys, Nacogdoches County, Texas.

The grantees herein shall have the right to select the route to be followed by said pipeline which shall be laid adjacent to and approximately parallel to the the line or lines already laid.

It is further agreed that the grantees shall have the right, and the same is hereby granted to such grantees, to lay as many additional lines of pipe on said right of way as they may desire, but shall pay to said grantor, or his assigns, twenty five (25c) cents per rod for each additional pipeline so laid; said consideration for additional lines to be paid within a reasonable time after the construction of each additional pipeline, and all additional pipelines shall be laid adjacent to and approximately parallel to the line or lines already laid.

The grantees herein, and their successors and assigns, shall have the right to do whatever may be requisite for the enjoyment of the rights herein granted, including the right of clearing said right of way of timber, and of ingress and egress to and from said tract of land, for the purpose of laying, maintaining, repairing, renewing, changing the size of, and restoring of said pipelines, and for the removal of same when desired by the grantees, their successors or assigns.

The above recited consideration is received in full satisfaction of every right hereby granted; but it is agreed that, within a reasonable time after the completion of said line or lines, the grantees obligates themselves to pay the grantor all actual damages to crops, fences and timber caused by the construction of said line or lines, and thereafter to pay all actual damages to crops, timber and fences done by them to such; and any damage to any land of the grantor caused by reason of the operation, repair or removal of said line or lines.

TO HAVE AND TO HOLD the said easement unto the said grantees, their successors and assigns, as long as the same shall be useful for the purposes of and desired by said grantees, their successors and assigns. And, by the acceptance hereof, said grantees covenant and agree with the grantor that the pipelines shall be buried a sufficient depth so as not to interfere with the cultivation of the land in said right of way, so far as said right of way can be cultivated so as not to interfere with or impair the rights hereby granted.

It is understood and agreed that the person securing this right of way for said companies has no authority to make any agreement, covenant, or promise, in their behalf not herein specifically shown; and this instrument is delivered and accepted upon the distinct understanding, that the consideration hereinabove stated is the sole consideration and in-

ducement for the execution hereof.

WITNESS MY HAND, this 28th day of April, 1925.

Guy A. Blount

STATE OF TEXAS

COUNTY OF NACOGDOCHES

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 28 day of April A. D. 1925.

(L. S.)

J. W. Byrd, Jr., Notary Public in and for Nacogdoches County, Texas.

Filed, May 5th, 1925 at 8 O'clock A. M.

Recorded, May 6th, 1925 at 1:15 O'clock P. M.

W. R. Bailey, CLERK, COUNTY COURT, Nacogdoches County, Texas.

RIGHT OF WAY CONTRACT MRS. F. W. HARLACKER

TO

GULF PIPE LINE COMPANY ET AL

STATE OF TEXAS

COUNTY OF NACOGDOCHES

KNOW ALL MEN BY THESE

PRESENTS, That, in consideration of TWENTY TWO & No (\$22.00) DOLLARS, this day paid to Mrs. F. W. Harlacker, a widow by Gulf Pipe Line Company and Gulf Production Company, the receipt whereof is hereby acknowledged, I do hereby grant and convey unto the said companies, their successors and assigns, a right of way over the land hereinafter described, and the right to construct, maintain and operate thereon pipe lines for the conveyance or transportation of oil, gas, water, steam, or any other material or substance which can be conveyed through a pipeline, or any one or more of said substances; said right of way being through and upon that certain tract of land situated in Nacogdoches County, State of Texas, and described as follows:

As being 105 acres of land out of J. L. de la Bega Grant, Nacogdoches County, Texas

The grantees herein shall have the right to select the route to be followed by said pipeline which shall be laid adjacent to and approximately parallel to the the line or lines already laid.

It is further agreed that the grantees shall have the right, and the same is hereby granted to such grantees, to lay as many additional lines of pipe on said right of way as they may desire, but shall pay to said grantor, or her assigns, twenty five (25¢) cents per rod for each additional pipeline so laid; said consideration for additional lines to be paid within a reasonable time after the construction of each additional pipeline, and all additional pipelines shall be laid adjacent to and approximately parallel to the line or lines already laid.

The grantees herein, and their successors and assigns, shall have the right to do whatever may be requisite for the enjoyment of the rights herein granted, including the right of clearing said right of way of timber, and of ingress and egress to and from said tract of land, for the purpose of laying, maintaining, repairing, renewing, changing the size of, and restoring of said pipelines, and for the removal of same when desired by the grantees, their successors or assigns.

The above recited consideration is received in full satisfaction of every right hereby granted; but it is agreed that, within a reasonable time after the completion of said line or lines, the grantees obligates themselves to pay the grantor all actual damages to crops, fences and timber caused by the construction of said line or lines, and thereafter

Exhibit B

STATE OF TEXAS

§
§
§

COUNTY OF *Comal*

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

Exhibit A

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^{yu} 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.

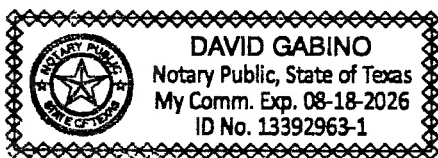
Bailey Wingate and his staff assisted in typing portions of this affidavit and did so based on information that I communicated to him and his associate on several occasions. I have personally reviewed the statements in this affidavit and attest such statement (1) are true to the best of my knowledge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

Recorded On: August 15, 2017
As Recording

Parties: EXPRESS GAS PIPELINE LP
To BLACK DUCK PROPERTIES LLC

Billable Pages: 33
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

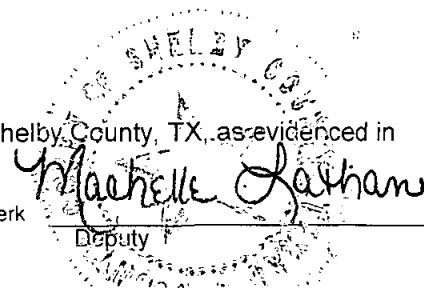
KNOW ALL MEN BY THESE PRESENTS THAT:

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



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;

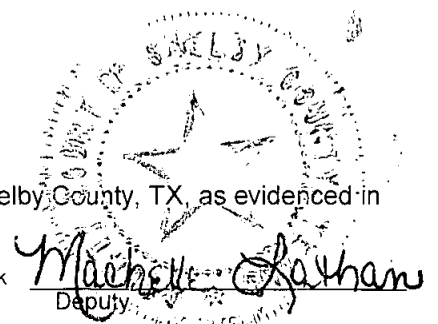
THENCE running generally in a northeasterly direction in Angelina County, Texas, a distance of approximately 2.39 miles to a point on the West Bank of the Angelina River on property now or formerly owned by Mrs. W. E. Massengill in the Goguett Survey, as described by the easement recorded in Volume 63,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

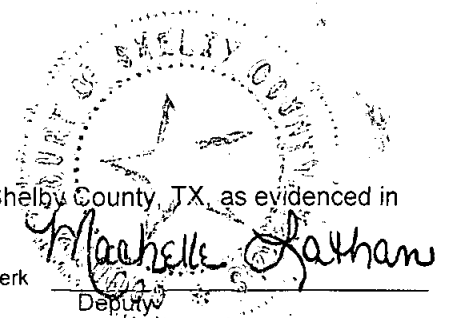
All rights-of-way, easements, permits, privileges, grants and consents of Express for the construction, laying, maintenance, operation and removal of pipeline facilities in the State of Texas as set forth on Exhibits "B-1" through "B-6" attached hereto and by this reference made a part hereof.

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

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 Nathan
Deputy

(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 PRECEDING 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.

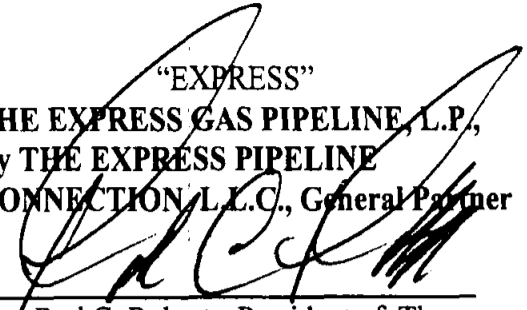
IV.

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 14th 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.

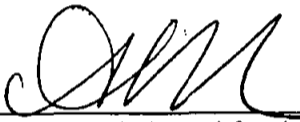
WITNESS MY HAND AND OFFICIAL SEAL, THIS August 15, 2017. Jennifer L. Fountain, County Clerk

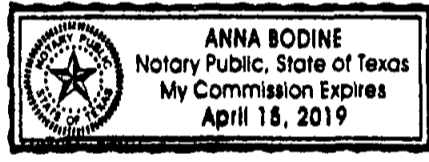
Maehelle Latham
Deputy

"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 §

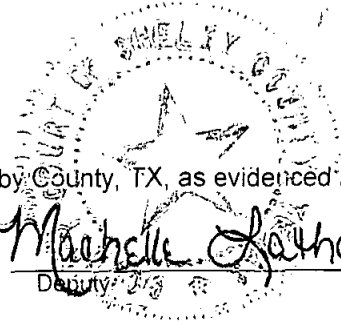
This instrument was acknowledged before me on the 14th day of
August, 2017, by Rod C. Roberts, the President of The Express Pipeline
 Connection, L.L.C., a Texas Limited Liability Company, the General Partner of The
 Express Gas Pipeline, L.P. a Texas Limited Partnership, on behalf of said companies.


 Notary Public in and for the State of Texas
 Anna Bodine



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

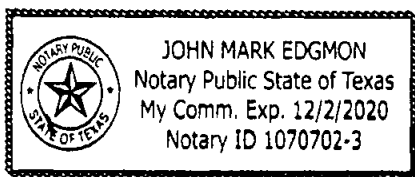
BLACK DUCK PROPERTIES, L.L.C.

Larry M. Wright

By: Larry M. Wright
Title: Manager

STATE OF TEXAS §
 §
COUNTY OF BEKAR §

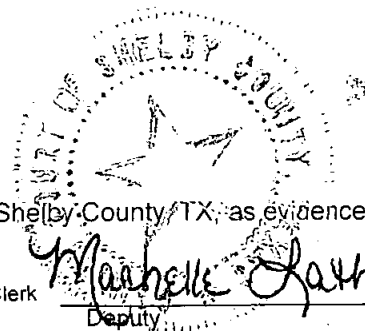
This instrument was acknowledged before me on the 11th day of August, 2017, by Larry M. Wright, Manager of Black Duck Properties, L.L.C., a Texas limited liability company, on behalf of said limited liability company.



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.

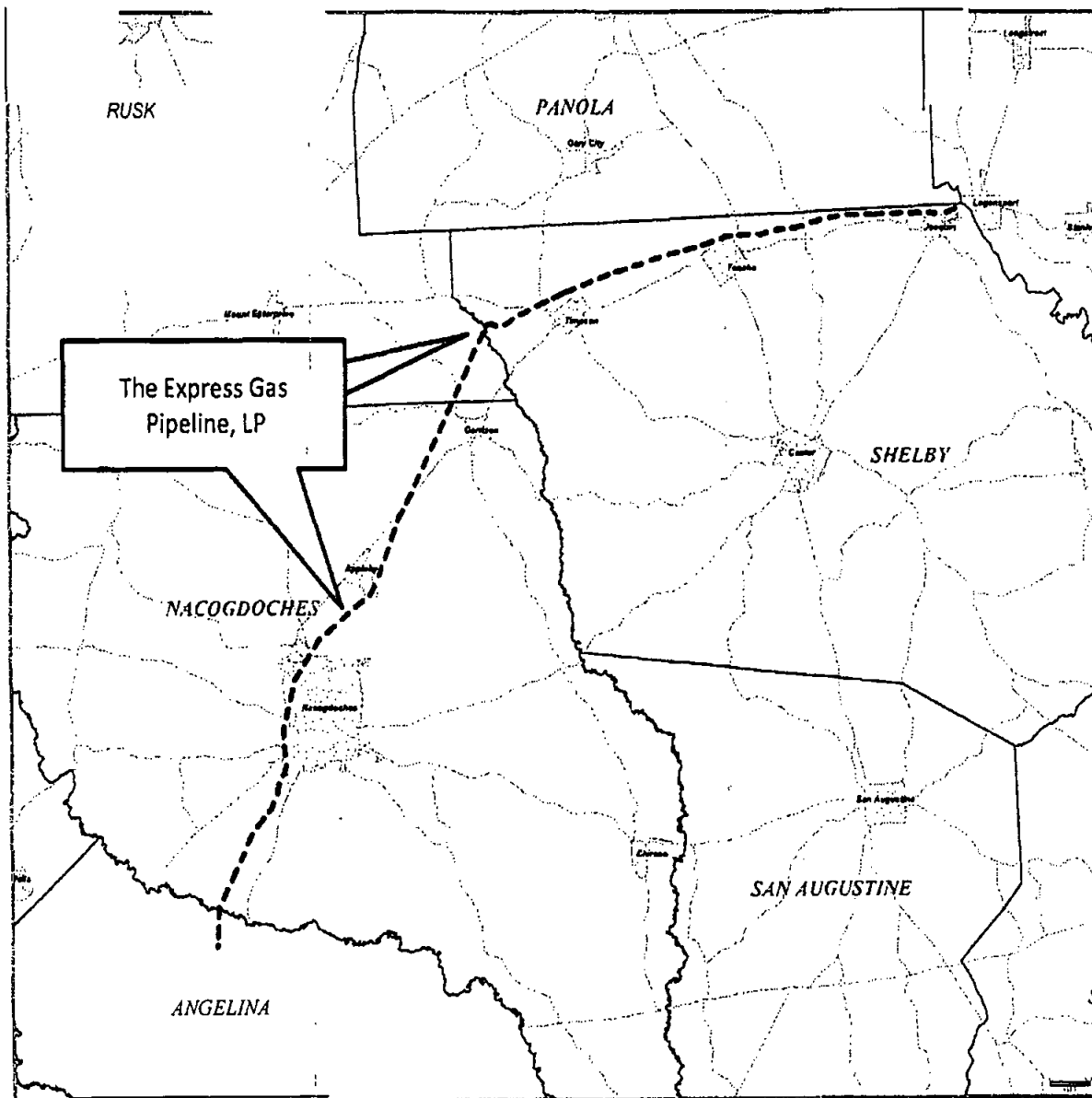
WITNESS MY HAND AND OFFICIAL SEAL, THIS August 15, 2017. Jennifer L. Fountain, County Clerk



Deputy

EXHIBIT "A"

Attached hereto and made a part of that certain
Deed, Conveyance and Assignment dated this 14th 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 Fountain
Deputy
SHELBY COUNTY, TEXAS

EXHIBIT "B-1"

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

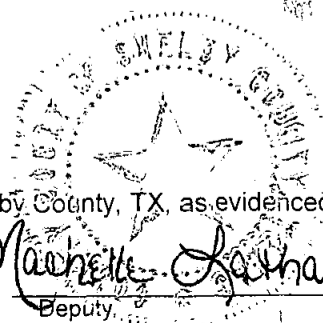
Shelby County, Texas

Date	Grantor	Grantee	Book	Page
02/03/13	Van J. Smith	Gulf Pipe Line Co.	81	7
		Gulf Pipe Line Co. and Gulf Production Co.		
01/27/14	E.W. Cockrell		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

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



Deputy

EXHIBIT "B-1"

Attached hereto and made a part of that certain
Purchase & Sale Agreement dated this 14th 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
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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

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

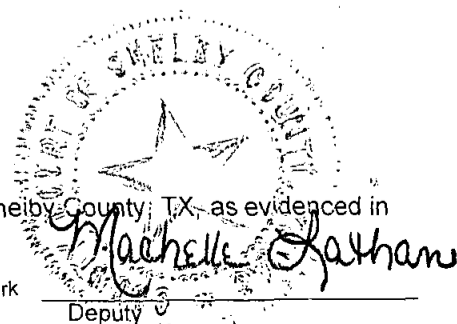


EXHIBIT "B-1"

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

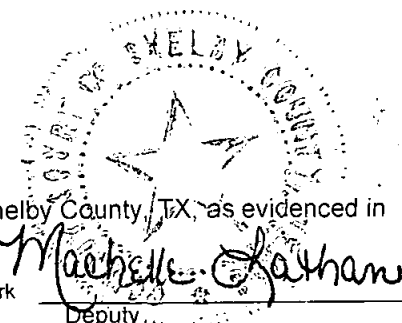
Shelby County, Texas

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

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

Deputy



Macbelle Fountain

EXHIBIT "B-1"

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Purchase & Sale Agreement dated this 14th 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

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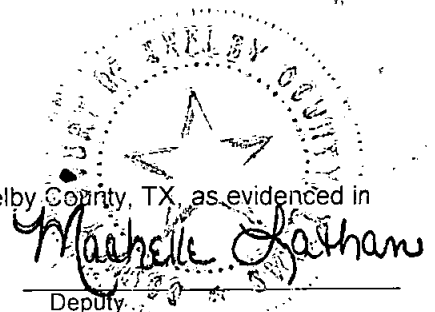

Machelle Nathan
Deputy

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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

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

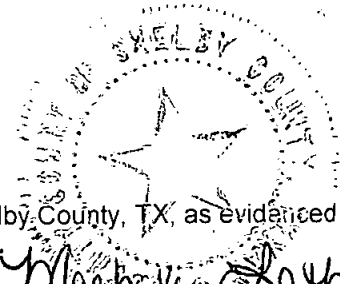

Machelle Nathan
Deputy

EXHIBIT "B-1"

Attached hereto and made a part of that certain
Purchase & Sale Agreement dated this 14th day of August, 2017, between The Express
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

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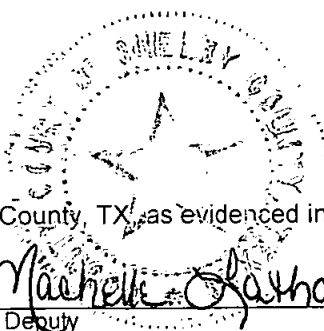

Machelle Graham
Deputy

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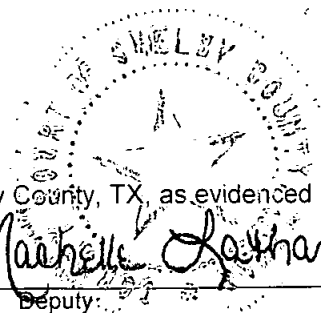
Shelby County, Texas

		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

7

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Marshall Lockman
Deputy:

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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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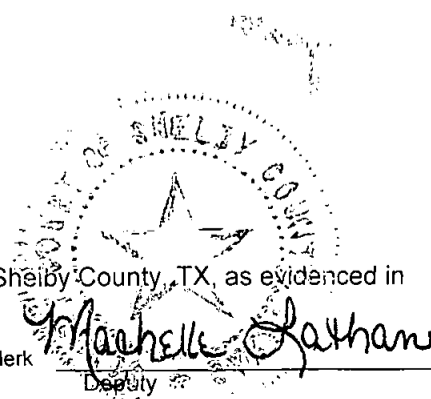


EXHIBIT "B-1"

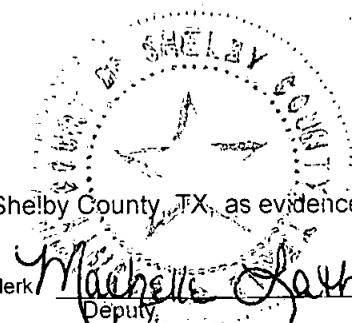
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Gas Pipeline, LP and Black Duck Properties, LLC

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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Instrument 2017002756.

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



Deputy

EXHIBIT "B-1"

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Purchase & Sale Agreement dated this 14th day of August, 2017, between The Express
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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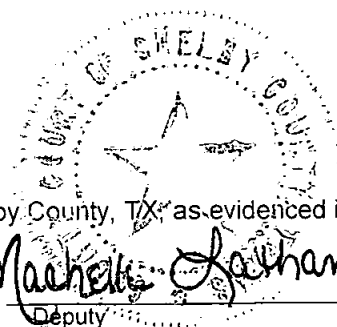


EXHIBIT "B-2"

Attached hereto and made a part of that certain
Purchase & Sale Agreement dated this 14th 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 Layman
Deputy

EXHIBIT "B-3"

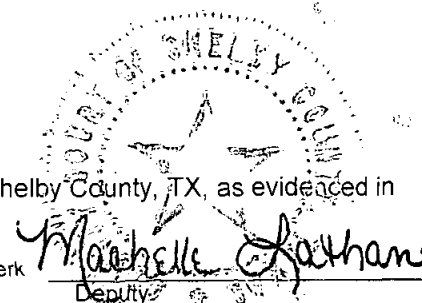
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Gas Pipeline, LP and Black Duck Properties, LLC

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. Strode	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 Hinjosa, 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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Marbelle Nathan
Deputy

EXHIBIT "B-3"

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Purchase & Sale Agreement dated this 14th day of August, 2017, between The Express
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. Strode, 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. Strode	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

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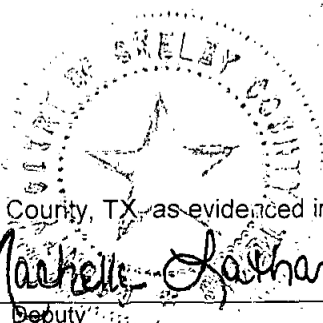


EXHIBIT "B-3"

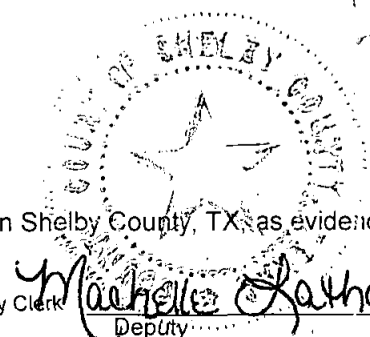
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Gas Pipeline, LP and Black Duck Properties, LLC

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. Hart, Ind. and as Attorney in fact	Gulf Pipe Line Co. & Gulf Production Co.	110	619

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 Kathan
Deputy

EXHIBIT "B-3"

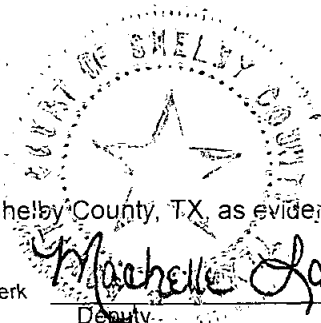
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Gas Pipeline, LP and Black Duck Properties, LLC

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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Instrument 2017002756.

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Michelle Latham
Deputy

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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

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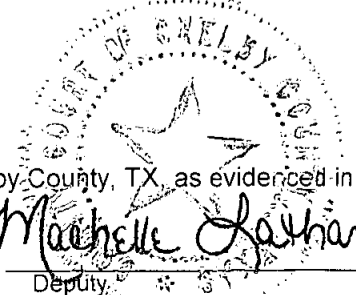

Machelle Nathan
Deputy

EXHIBIT "B-3"

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Gas Pipeline, LP and Black Duck Properties, LLC

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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Deputy

Machelle Latham

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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. Loackle	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

7

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Machelle Latham
Deputy

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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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Deputy

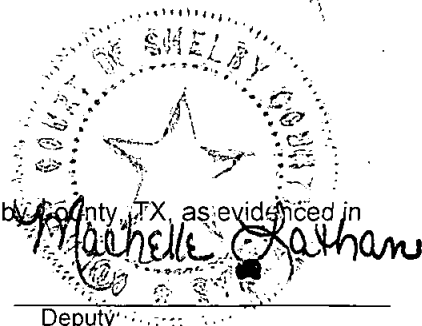


EXHIBIT "B-3"

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 Gas Pipeline, LP and Black Duck Properties, LLC

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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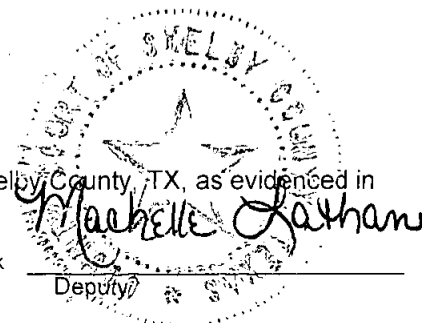


EXHIBIT "B-4"

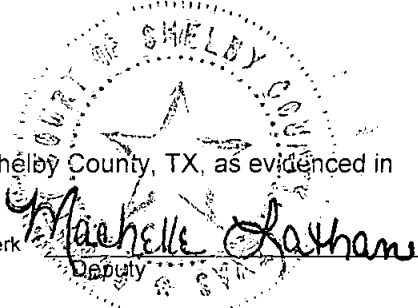
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Gas Pipeline, LP and Black Duck Properties, LLC

Angelina County, Texas

<u>Date</u>	<u>Grantor</u>	<u>Grantee</u>	<u>Book</u>	<u>Page</u>
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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Deputy

EXHIBIT "B-5"

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

**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.

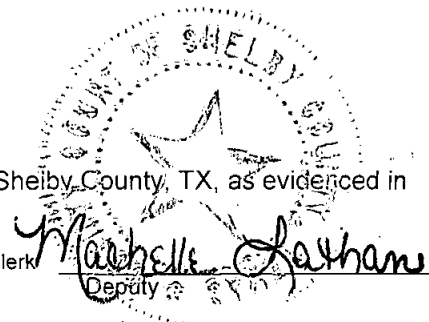
(C) Amendatory Agreement ("Agreement"), dated 02/21/83, between Glenn Layton ("Owner"), and Texas Eastern Transmission Corporation ("Corporation"), recorded in Volume 485, Page 205, Deed Records, Nacogdoches County, Texas. Said Agreement amends easement recorded in Volume 114, Page 117, whereby Corporation 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

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.

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Michelle Latham
Deputy

EXHIBIT "B-5"

Attached hereto and made a part of that certain Purchase & Sale Agreement dated this 14th 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,

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.

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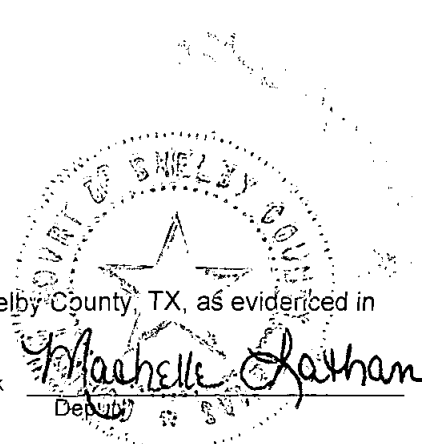


EXHIBIT "B-6"

Attached hereto and made a part of that certain
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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

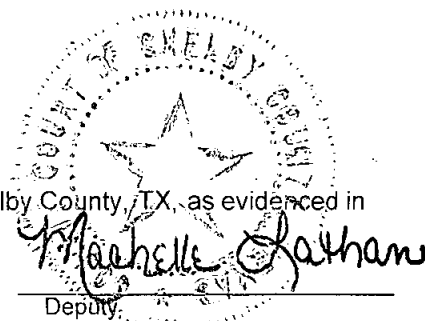


EXHIBIT "B-6"

Attached hereto and made a part of that certain
Purchase & Sale Agreement dated this 14th 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.

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 Gathman
Deputy

EXHIBIT "B-6"

Attached hereto and made a part of that certain
Purchase & Sale Agreement dated this 14th 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 2017002756
CO



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 098 Number 3

Records of Shelby County, Texas
Witness my Office hand and seal of Office this 8/15/17

JENNIFER L. FOUNTAIN, COUNTY CLERK,
SHELBY COUNTY, TEXAS
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 15th to September 1st.

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

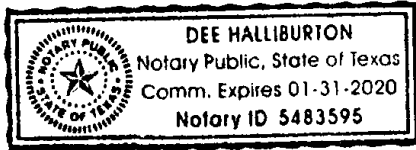
ACKNOWLEDGEMENT

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

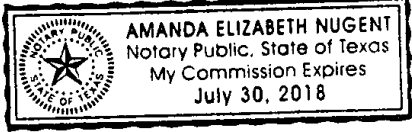
Copy from re: Search TX One Greenway Plaza, Suite 600 Houston, TX 77046

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF Harris §

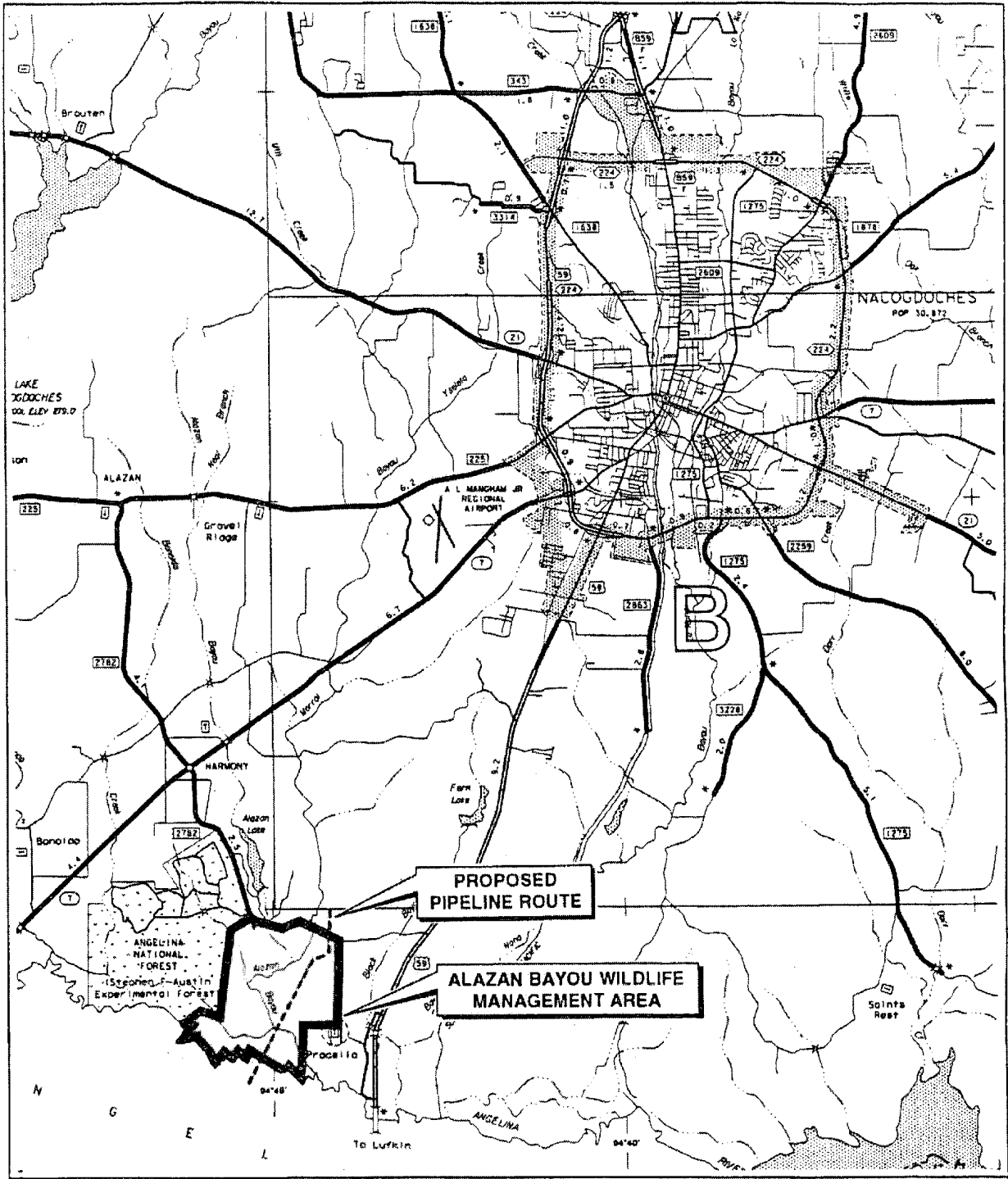
This Agreement was acknowledged before me on the 18 day of May 2017, by Amy Moore, on behalf of Westlake Chemical OpCo LP.



[Signature]
Notary Public
State of Texas

EXHIBIT A

EXHIBIT A



PROPOSED PIPELINE ROUTE

ALAZAN BAYOU WILDLIFE MANAGEMENT AREA



0 2 4 miles

Base Map: TxDOT General Highway Map; Nacogdoches County, Texas

E&A Espey, Huston & Associates, Inc.
Engineering & Environmental Consultants

Figure 1

GENERAL LOCATION OF THE
PROPOSED 10-INCH MUSTANG PIPELINE
COMPANY PIPELINE
NACODOCHES COUNTY, TEXAS

EXHIBIT B

[Redacted line]

[Redacted line]

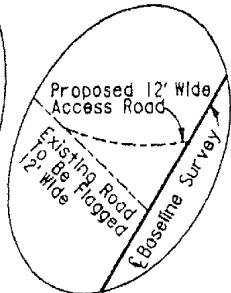
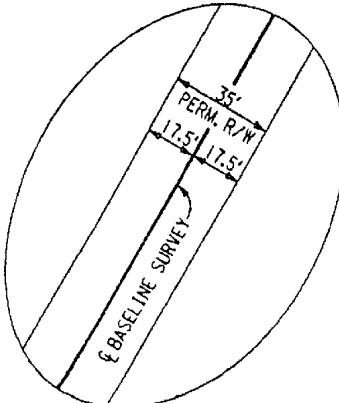
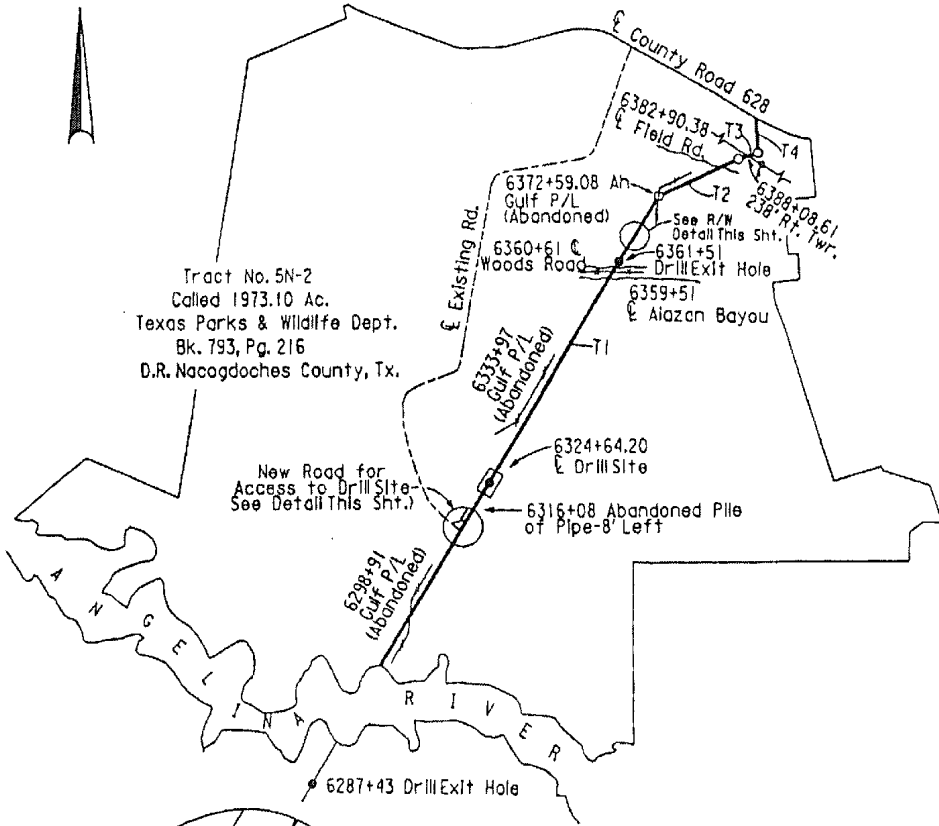
[Redacted line]

[Redacted line]

NORTH

TRACT NO. 5N-2

EXHIBIT B



TANGENT	BEARING	LENGTH
T1	N 30°30'05" E	8282.75'
T2	N 64°34'35" E	1322.28'
T3	N 72°48'30" E	313.43'
T4	N 03°10'22" W	802.21'

TOTAL FOOTAGE = 10720.67'
 TOTAL RODDAGE = 649.74
 TOTAL PERM. R.O.W. = 8.61 Ac.
 TOTAL TEMP. R.O.W. = 6.15 Ac.

NOTE: Acreage shown hereon furnished by others. This is not a boundary survey. The bearing base of this plat is assumed.

MUSTANG PIPELINE COMPANY
LONGVIEW, TEXAS

MONT BELVIEU TO LONGVIEW PIPELINE
CROSSING PROPERTY OF
ALAZAN BAYOU NATIONAL WILDLIFE MANAGEMENT AREA
NACOGDOCHES COUNTY, TEXAS

FLUOR DANIEL WILLIAMS BROTHERS

Drawn by DLH Drawing No. SHEET 1 OF 2
95-8-1C-1372

Scale 1" = 2000'

Date 9-24-96

Approved

CADD No. X0103216

From: Dennis Gissell

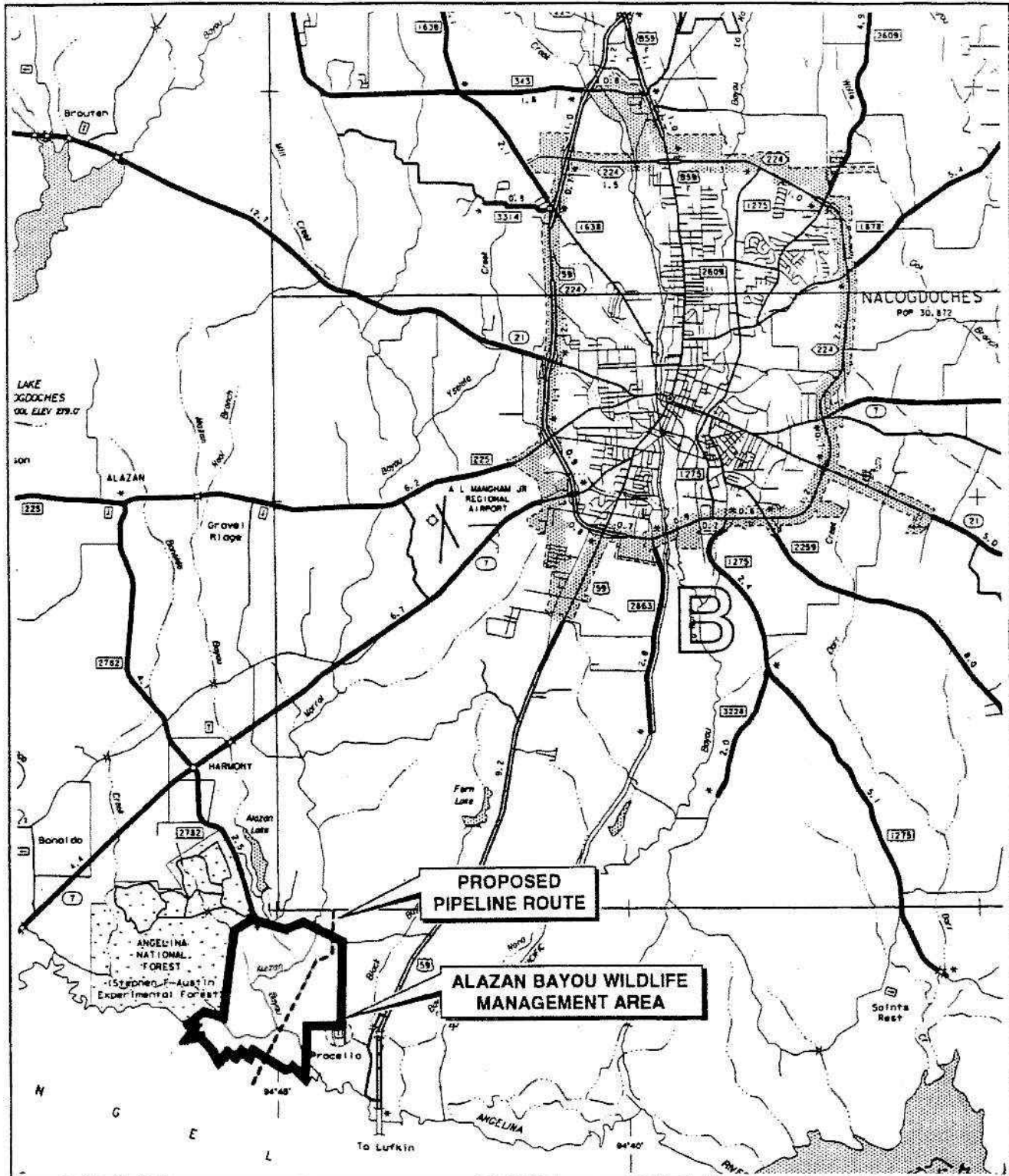
Sent on: Tuesday, January 17, 2017 3:21:17 PM

To: Dennis Gissell

Subject: Emailing - Westlake Pipeline.pdf

Exhibit 3

EXHIBIT A

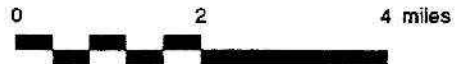


**PROPOSED
PIPELINE ROUTE**

**ALAZAN BAYOU WILDLIFE
MANAGEMENT AREA**



north



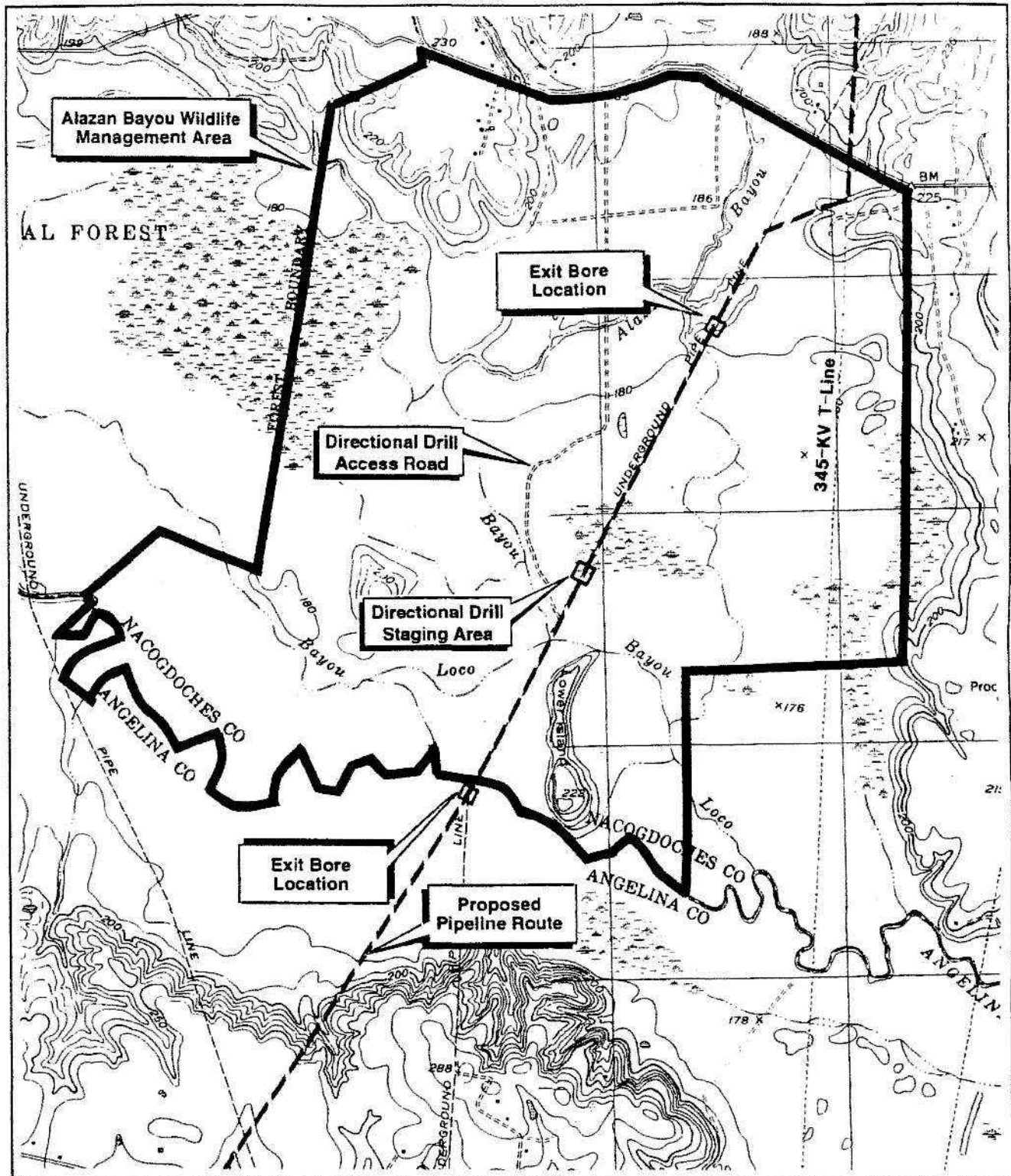
Base Map: TxDOT General Highway Map; Nacogdoches County, Texas

EH&A Espey, Huston & Associates, Inc.
Engineering & Environmental Consultants

Figure 1

GENERAL LOCATION OF THE
PROPOSED 10-INCH MUSTANG PIPELINE
COMPANY PIPELINE
NACODOCHES COUNTY, TEXAS

EXHIBIT B



north

0 2000 4000 feet



Base Map: USGS 7.5' Quadrangles; Clawson and Redland, Texas

EHS&A Espey, Huston & Associates, Inc.
Engineering & Environmental Consultants

Figure 2

LOCATION OF THE
PROPOSED MUSTANG PIPELINE
COMPANY PIPELINE ACROSS
THE ALAZAN BAYOU WMA

From: Dennis Gissell

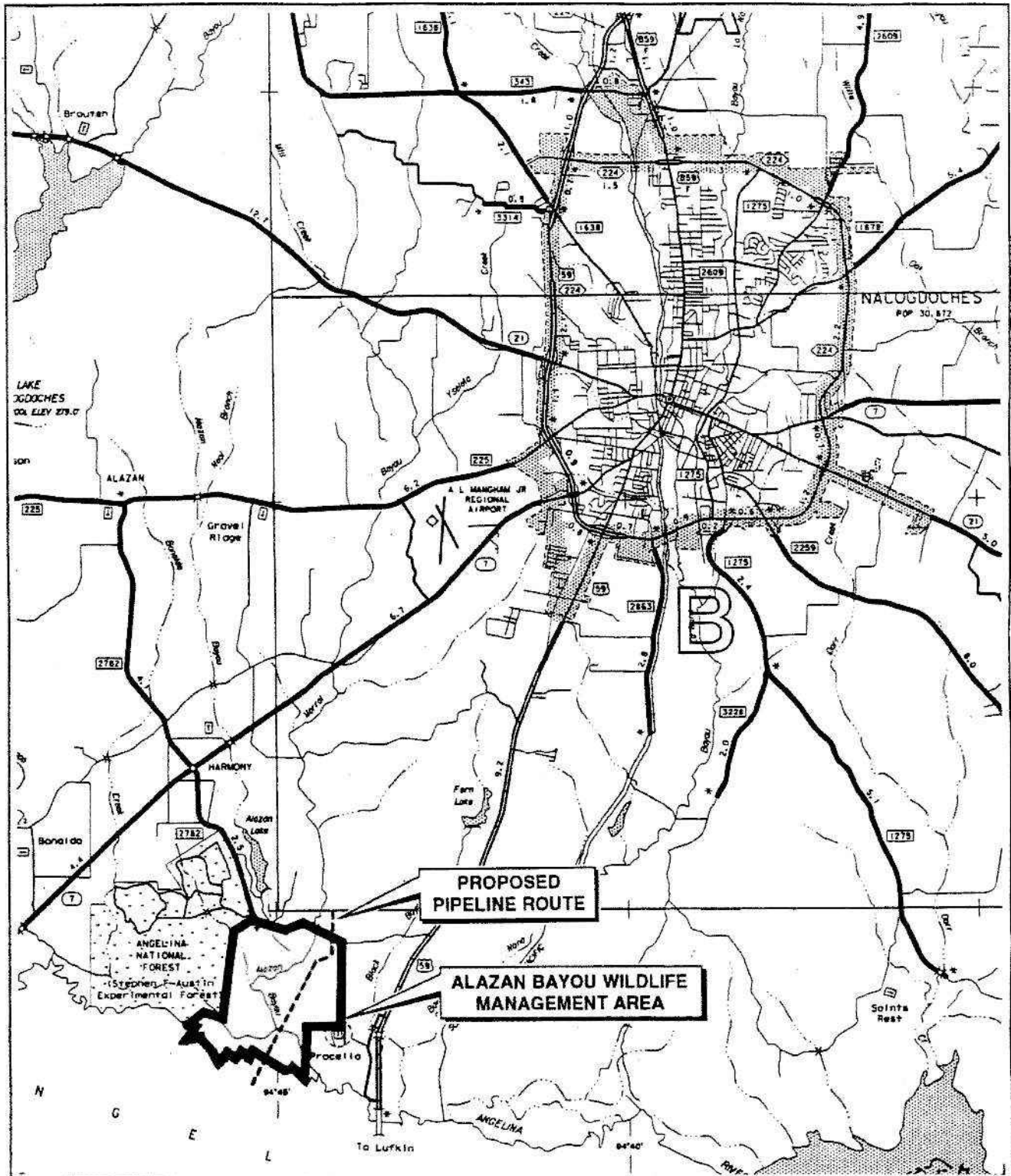
Sent on: Tuesday, January 17, 2017 3:21:20 PM

To: Dennis Gissell

Subject: Emailing - Westlake Pipeline.pdf

Exhibit 4

EXHIBIT A



PROPOSED PIPELINE ROUTE

ALAZAN BAYOU WILDLIFE MANAGEMENT AREA



north



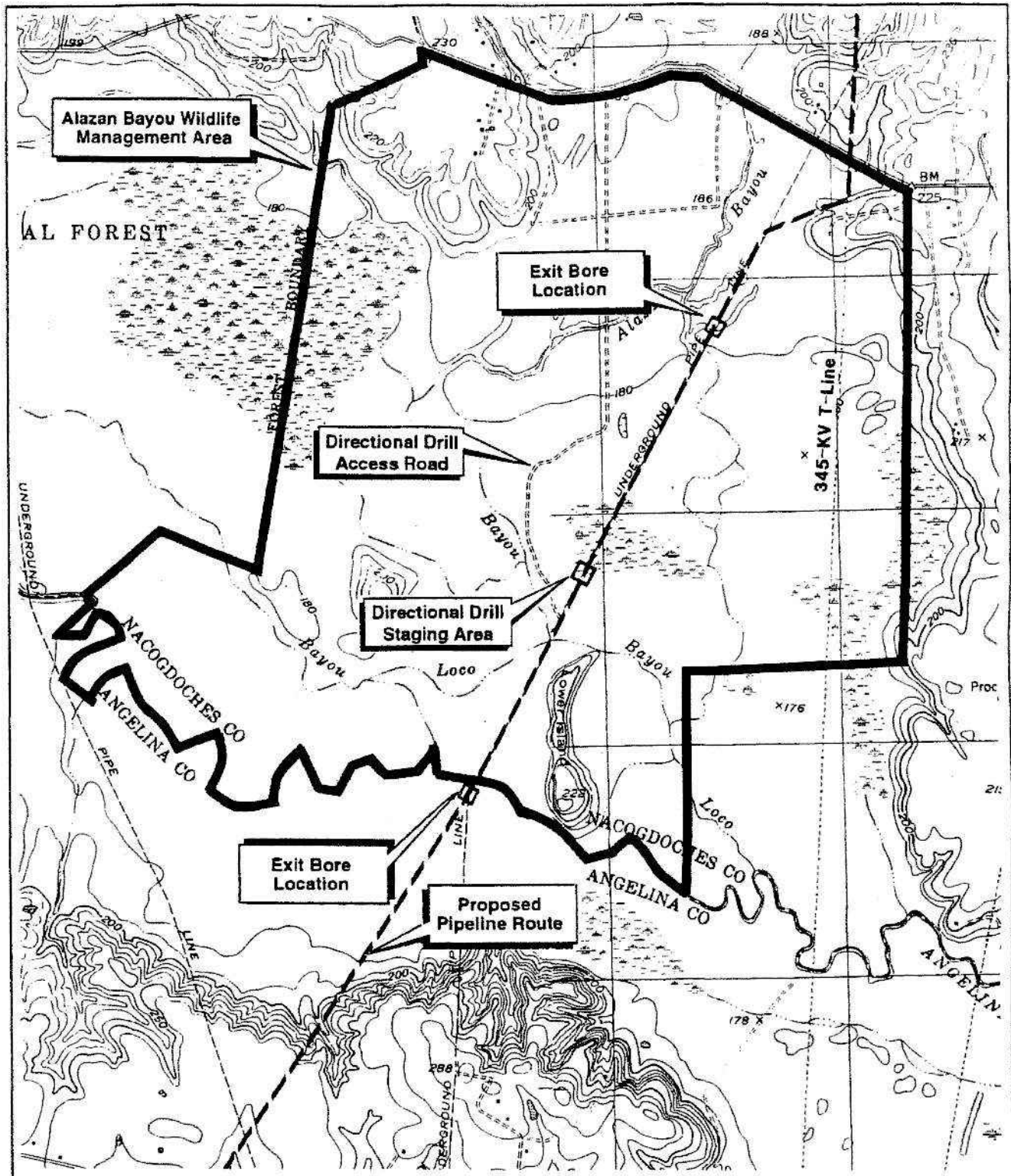
Base Map: TxDOT General Highway Map; Nacogdoches County, Texas

E&A Espey, Huston & Associates, Inc.
Engineering & Environmental Consultants

Figure 1

GENERAL LOCATION OF THE
PROPOSED 10-INCH MUSTANG PIPELINE
COMPANY PIPELINE
NACODOCHES COUNTY, TEXAS

EXHIBIT B



north

0 2000 4000 feet



Base Map: USGS 7.5' Quadrangles; Clawson and Redland, Texas

EHSA Espey, Huston & Associates, Inc.
Engineering & Environmental Consultants

Figure 2

LOCATION OF THE
PROPOSED MUSTANG PIPELINE
COMPANY PIPELINE ACROSS
THE ALAZAN BAYOU WMA

From: Dennis Gissell

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

To: Robert Sweeney

Subject: Emailing - EXHIBIT B SURVEY.pdf

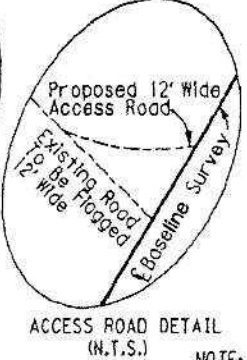
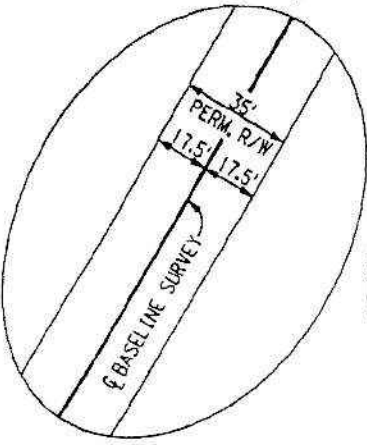
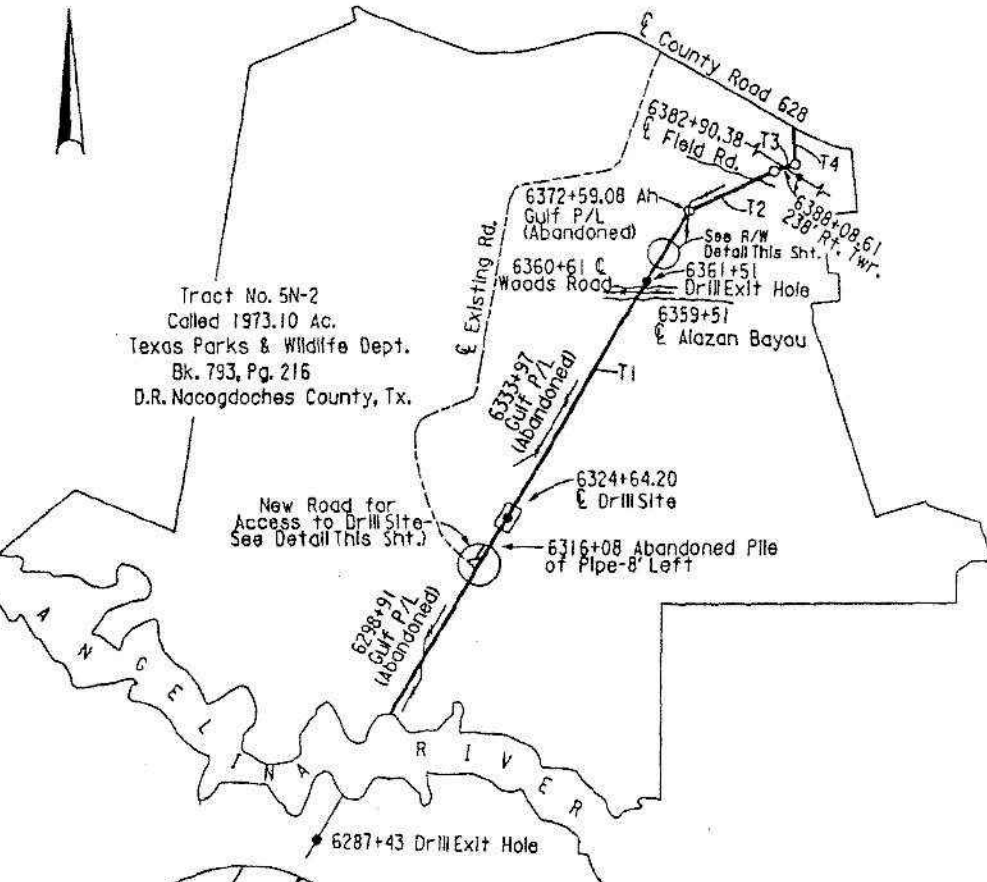
Exhibit 5

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

NORTH

TRACT NO. 5N-2

EXHIBIT B



TANGENT	BEARING	LENGTH
T1	N 30°30'05" E	8282.75'
T2	N 64°34'35" E	1322.28'
T3	N 72°48'30" E	313.43'
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 TOTAL RODDAGE = 649.74
 TOTAL PERM. R.O.W. = 8.61 Ac.
 TOTAL TEMP. R.O.W. = 6.15 Ac.

NOTE: Acreage shown hereon furnished by others. This is not a boundary survey. The bearing base of this plat is assumed.

<p>MUSTANG PIPELINE COMPANY LONGVIEW, TEXAS</p>	<p>MONT BELVIEU TO LONGVIEW PIPELINE CROSSING PROPERTY OF ALAZAN BAYOU NATIONAL WILDLIFE MANAGEMENT AREA NACOGDOCHES COUNTY, TEXAS</p>		
	<p>FLUOR DANIEL WILLIAMS BROTHERS</p>	<p>Drawn by DLH</p>	<p>Drawing No. SHEET 1 OF 2 95-8-1C-1372</p>
<p>Scale 1" = 2000'</p>	<p>Date 9-24-96</p>	<p>Approved</p>	<p>CADD No. X0103216</p>

LIFE IS FRAGILE-DESIGN AND BUILD WITH CARE

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. [Learn why this is important](#)

WARNING: This e-mail came from an external source. Do not open attachments, click on links or disclose confidential information.

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 | Office: 713.585.2633 | Cell: 270.519.4112

2801 Post Oak Blvd, Houston, Texas 77056 | www.westlake.com

From: Larry Wright <larrywright54@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 dealt with the issue. Just let us 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 <larrywright54@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

Exhibit C

Expert Report and Affidavit

To: Christopher Sachitano
From: Andrew K. Meade
Date: December 19, 2024
Matter: Cause No. CV-00461-24-08, *Express H2O Pipeline and Row, LLC v. Westlake Chemical OPCO, LP*, in the 159th/217th District Court of Angelina County, Texas
Re: Opinions on Competing Easements

I have been engaged as an expert witness in Case No. CV-00461-24-08, *Express H2O Pipeline and Row, LLC v. Westlake Chemical OPCO, LP*, in the 159th/217th District Court of Angelina County, Texas. I swear under penalty of perjury that the following opinions are correct to a reasonable degree of certainty. I believe the facts to be true and correct based on my review of the cited documents and the representations of counsel. I am willing to testify to the opinions contained herein under oath.

Qualifications

I own my own businesses and am not a professional expert witness, so I do not have a resume or CV. The equivalent information is available on my firm's website and my LinkedIn profile.¹ I graduated from the University of Nebraska in 1998 with a Bachelor of Arts. I graduated *magna cum laude* from the University of Houston Law Center in 2001. From 2001 to 2002, I clerked with the Honorable Judge Henry Politz of the Fifth Circuit Court of Appeals. I have practiced law in Houston ever since.

My professional legal experience consists primarily of more than twenty years of performing complex commercial and real estate litigation. I routinely evaluate the language of contracts, deeds, easements and other writings and apply the facts of the case to that language. I also perform substantial transactional work consisting of advising clients on the meaning and application of contracts and deeds, including issues with easements and boundary lines. In the specific pipeline context, I routinely represent pipeline companies, most often Enterprise Products, in (1) litigation over pipeline problems and (2) pre-litigation advising regarding disputes over issues with easements (*e.g.*, boundaries, pipeline paths, duties owed by dominant estates, and duties owed to servient estates/landowners).

In addition to my law practice, I own, operate, and/or invest in dozens of business ventures, including public companies, private companies, and real estate parcels. For over twenty years, these investments have required me to evaluate and apply (both for myself and for my fellow investors) property rights (including easements and boundary lines), contractual rights, cash flows, and intellectual property rights.

¹ <https://mnblp.com/professionals/andrew-k-meade/>; <https://www.linkedin.com/in/andrew-meade-a5058b8/>.

Through both my litigation and investment experience, I am familiar with pipeline easements, pipeline use, and pipeline construction. This includes the negotiation of easements, the interpretation of easements, and the construction of pipelines under the authority of easements.

Materials Reviewed

I have reviewed and rely upon the following materials, including all exhibits thereto, in preparation of this Report:

1. Plaintiff's Original Petition;
2. Defendant Westlake Chemical OPCO LP's Original Answer and Petition for Declaratory Judgment;
3. Plaintiff's First Amended Original Petition;
4. Plaintiff's Initial Disclosures;
5. Defendant and Counter-Plaintiff Westlake Chemical OPCO, LP's Initial Disclosures;
6. Defendant Westlake Chemical OPCO LP's Motion for Entry On and Inspection of Property;
7. Plaintiff's Response to Defendant's Motion for Entry On and Inspection of Property;
8. easements from Parrott, Michelli, Calvert, and Blount to Gulf Pipeline Line Company (the "Gulf Easements");
9. easements from Winston Land & Cattle Company to Mustang Pipeline Company and from Texas Parks, Marie Stephens to Mustang Pipeline Company, and Wildlife Department to Westlake Chemical OPCO LP (the "Westlake Easements"); and
10. all cases and authorities cited herein.

Summary of Opinions

As explained in more detail below, I offer the following general opinions in this case:

1. The Gulf Easements were blanket easements giving Express the right to build and operate pipelines under the entirety of the Properties.
2. The Westlake Easements are ineffective due to its irreconcilable conflict with the Gulf Easements.
3. The Gulf Easement is effectively an exclusive easement conferring the right to exclude the Westlake Pipeline.

Factual Assumptions

Various landowners conveyed easements (the “Gulf Easements”) across their real estate (the “Properties”) to Gulf Pipeline Company (“Gulf”) for the construction and operation of one or more pipelines.² The Gulf Easements contain no restrictions on the location of any pipelines with respect to the Properties.³ Instead, the Gulf Easements provide “the right to construct, maintain and operate a pipe line for the conveyance of oil over, through and upon that certain tract of land” described as including the entirety of the Properties’ owners’ land.⁴ The relevant landowners eventually expanded the Gulf Easements to allow the easement holder “to lay as many additional lines of pipe on said right of way as they may desire,” subject to an additional fee for any new lines.⁵ These additional pipelines are to be “laid adjacent to and approximately parallel to the line or lines already laid.”⁶ Gulf constructed a pipeline (the “Gulf Pipeline”) under the Properties. Express H2O Pipeline and Row, LLC (“Express”) eventually acquired the Gulf Easements and the Gulf Pipeline. At all relevant times, the Gulf Pipeline has been actively permitted with the Texas Railroad Commission (the “Commission”).

Long after the creation of the Gulf Easements, Westlake Chemical OPCO, LP (“Westlake”) acquired its own easements (the “Westlake Easements”) across the Properties.⁷ The Westlake Easements purport to give Westlake the right to build and operate a pipeline along a designated route across the Properties.⁸ This route abuts and/or intersects with the Gulf Pipeline at various points. Westlake’s predecessor-in-interest constructed a pipeline (the “Westlake Pipeline”) along the designated route. As part of the construction, sections of the Gulf Pipeline were dug-up and removed.

Opinions

I. The Gulf Easements were blanket easements giving Express the right to build and operate pipelines under the entirety of the Properties.

For well over a century, the Texas Supreme Court has maintained that liberty of contract is of the utmost importance to the state:

² Gulf Easements. This Report assumes that the Gulf Easements and were duly recorded and discoverable by a diligent title search.

³ *Id.*

⁴ *Id.*

⁵ *Id.*

⁶ *Id.*

⁷ Westlake Easements.

⁸ *Id.*

[I]f there is one thing which more than another public policy requires it is that men of full age and competent understanding shall have the utmost liberty of contracting, and that their contracts when entered into freely and voluntarily shall be held sacred and shall be enforced by Courts of justice.⁹

This deferential approach to liberty of contract applies with equal force to the interpretation and enforcement of easements:

As easement agreements are contracts, [courts] view them with an eye toward Texas’s public policy that “strongly favors freedom of contract”—a liberty with which courts are not to “lightly interfere.” Parties have the right to contract as they see fit, so long as their agreement does not violate the law or public policy. Absent compelling reasons, [courts] must respect and enforce the terms of a contract that the parties have freely and voluntarily entered.¹⁰

An easement occurs when a landowner (the “servient estate”) retains ownership of land but grants another party (the “dominant estate”) certain rights to use that land.¹¹ An “easement appurtenant” is an easement intended to benefit the owner of specific land.¹² An “easement in gross” is an easement intended to benefit the easement holder regardless of what other land it owns.¹³ For example, an easement to use a private road across the servient estate to reach another property behind it is an easement appurtenant because the right to access benefits the land behind the servient estate. But an easement to build a power line across a piece of real property benefits the power company—not the owner of specific property. Such an easement would be an easement in gross.

Many easements carefully specify the portions of the servient estate affected by the easement. But “‘general’ or ‘blanket’ easements” do not.¹⁴ These easements—often used for utilities—involve only the “grant of easement rights over the entire surface area of the servient estate” without limitation as to which portions of the servient estate are affected.¹⁵ These blanket easements give considerable discretion to the dominant estate in determining how to exercise their rights under the easement:

⁹ *Energy Transfer Ptrs. v. Enterprise Ptrs.*, 593 S.W.3d 732, 738 (Tex. 2020); *Mo., Kan. & Tex. Ry. of Tex. v. Carter*, 68 S.W. 159, 164 (Tex. 1902).

¹⁰ *Target Corp. v. D&H Props.*, 637 S.W.3d 816, 829 (Tex. App.—Houston [14th Dist.] 2021, pet. denied) (quoting *Shields Ltd. P’ship v. Bradberry*, 526 S.W.3d 471, 481 (Tex. 2017)).

¹¹ See *Daniel v. Fox*, 917 S.W.2d 106, 110 (Tex. App.—San Antonio 1996, writ denied).

¹² *Id.*

¹³ *Id.*

¹⁴ *Target Corp.*, 637 S.W.3d at 831–32.

¹⁵ *Id.*

Under Texas law, a “blanket easement” is “an easement without a metes and bounds description of its location on the property.” “It is not necessary for the easement description to be a smaller area than the entire servient estate.” “An easement over an entire servient tract is a ‘blanket easement.’” “Blanket easements have been commonly used in Texas history, particularly for long route utility projects such as pipelines and electric power lines.” “The purpose of a blanket easement is for the practical convenience of the easement holder to alter the exact location of the lines during construction.” “Historically, it was not uncommon for utilities and other infrastructure developers to obtain from landowners blanket easements that allowed improvements to be located anywhere on the subject property.”¹⁶

Such easements confer substantial power upon the dominant estate as “[a] grant or reservation of an easement in general terms implies a grant of unlimited reasonable use such as is reasonably necessary and convenient and as little burdensome as possible to the servient owner.”¹⁷

In *Atmos*, the Fort Worth Court of Appeals found that a pipeline easement was a blanket easement giving total discretion to the dominant estate over where to locate a pipeline.¹⁸ The court based this holding on the lack of any express identification of the location of the easement or other limitations on pipeline placement:

Here, the Easement Agreement contains no metes and bounds description specifying the location of an easement on the property. Rather, it conveys “the right of way and easement to construct, maintain and operate pipe lines and appurtenances thereto over and through the following described lands situate[d] in Denton County, State of Texas, to-wit”:

137 acres, more or less, out of the A.C. Madden Survey, Abstract No. 852

R.M. Thompson Survey, Abstract No. 1578 and B.C. Barnes Survey, Abstract No. 85

more fully described in deed from Sarah Anna Knox to M.A. Knox recorded in Volume 325, Page 520, Deed Records of said County, to which reference is here made for further description.

¹⁶ *Atmos Energy Corp. v. Paul*, 598 S.W.3d 431, 446–47 (Tex. App.—Fort Worth 2020, no pet.) (quoting *First Am. Title Ins. Co. of Tex. v. Willard*, 949 S.W.2d 342, 344 n.2 (Tex. App.—Tyler 1997, writ denied); 2 Tex. Prac. Guide Real Estate Trans. § 15:19; Megan M. Cunningham & Thomas J. Dougherty, *Unbounded Interests: The Limits of Blanket Easements*, Pratt’s Energy Law Report, Jun. 2018, Vol. 18-6 at 184) (internal citations and ellipsis omitted).

¹⁷ *Coleman v. Forister*, 514 S.W.2d 899, 903 (Tex. 1974).

¹⁸ *Atmos Energy Corp.*, 598 S.W.3d at 447.

The Easement Agreement's reference to the entire 137 acres (of which Paul's property is only part) fits squarely within the definition of a blanket easement.¹⁹

The Gulf Easements are materially the same as the easement in *Atmos* because all the Gulf Easements (1) identify the servient estate in blanket terms as consisting of the entire property owned by the grantors and (2) grant the dominant estate the right to construct a pipeline on the servient estate without any restrictions on where.²⁰ As a result, the Gulf Easements are blanket easements covering the entirety of the Properties.

There is one potential point of difference between the Gulf Easements and the easement in *Atmos*. In *Atmos*, the easement allowed the dominant estate to construct multiple pipelines across the servient estate without any restriction or limitation.²¹ But the Gulf Easements allow the dominant estate to construct (1) an initial pipeline without any restrictions and (2) an unlimited amount of additional pipelines "adjacent to and approximately parallel to the line or lines already laid."²² In my opinion, this is a distinction without a difference.

In the pipeline industry, pipelines are generally not laid down directly against one another due to concerns with construction, safety, and maintenance. Instead, pipelines are constructed with some distance between them. The Gulf Easements do not set the minimum distance a subsequent pipeline must be constructed away from a prior pipeline.²³ Thus, the dominant estate is given the discretion to set the interval itself. The right to build an unlimited number of pipelines without any limitations on the distance between them effectively gives Express the right to build pipelines under any or all points in the Properties.

In *Southwestern Electric*, for example, a power company obtained an easement to operate, maintain, and replace power transmission lines "at or near the location and along the general course now located and staked out by the said Company over, across and upon" the servient estate.²⁴ The easement did not expressly limit the width of the right-of-way the power company could use; it merely specified the route the lines would take.²⁵ From 1949 to 2015, the power company only used a thirty-foot right-of-way (*i.e.*, fifteen feet on either side of the line).²⁶ The power company built a new, bigger line in the place of the old one and sought to expand its right-of-way to 100

¹⁹ *Id.* at 446–47 (citing *First Am. Title Ins. of Tex. v. Willard*, 949 S.W.2d 342, 344 n.2 (Tex. App.—Tyler 1997, writ denied)).

²⁰ Gulf Easements.

²¹ *Atmos Energy Corp.*, 598 S.W.3d at 447.

²² Gulf Easements.

²³ *Id.*

²⁴ *Sw. Elec. Power Co. v. Lynch*, 595 S.W.3d 679, 687 (Tex. 2020).

²⁵ *See id.*

²⁶ *See id.* at 681.

feet.²⁷ The Texas Supreme Court refused to limit the easement to the thirty feet that had been previously used. First, the Court noted that “The easements do not state a specific maximum width of the right-of-way, nor do the easements specify how much of the land [the power company] is entitled to access under the ingress and egress provision.”²⁸ The Court then repeated its prior ruling that “a grant or reservation of an easement in general terms implies a grant of unlimited reasonable use such as is reasonably necessary and convenient and as little burdensome as possible to the servient owner.”²⁹ The Court further noted that “[c]onsistent with the recognition of general easements in Texas, courts have long been reluctant to write fixed widths into easements when the parties to the easements never agreed to a particular width.”³⁰ After reciting these rules, the Court “[saw] no reason to disturb this Court’s and the courts of appeals’ long-standing treatment of general easements in Texas.”³¹ Because “[p]arties that enter into easements are certainly capable of writing a fixed width into the easement,” the Court refused to limit the power company’s rights to a defined space on either side of the power line.³² In effect, the Court recognized that, while the easement limited the power line to a fixed course across the servient estate, the power company could claim any width on either side of that course that it chose.³³

Applying *Southwestern Electric* to the Gulf Easements shows that there are no functional geographic limitations on Express’s rights. Whereas the power company in *Southwestern Electric* had the limited right to construct a power line in the same place as the existing line—thus limiting the company to just a single, defined route—Express has the broader right to build and operate multiple pipelines across the Properties, so long as those lines are “adjacent to and approximately parallel to the line or lines already laid.”³⁴ But this requirements comes without any limitation as to just how close new lines must be to old lines.³⁵ Thus, Express has the right to (1) construct as many pipelines as it chooses and (2) exercise its discretion to build those pipelines far enough apart

²⁷ See *id.* This is a simplification. When the power company built the larger lines, it asked the servient estate holders to agree to a 100-foot right-of-way. *Id.* The eventual plaintiff refused and filed suit for a declaratory judgment that the easement was only thirty feet wide. *Id.* The power company did not disclaim any intent to claim a 100-foot easement. *Id.* Thus, ease of reference, this report assumes the power company was claiming the 100-foot easement it fought to Texas Supreme Court to not prohibit.

²⁸ *Id.* at 687.

²⁹ *Id.* at 689 (quoting *Coleman*, 514 S.W.2d at 903).

³⁰ *Id.* (citing *Knox v. Pioneer Natural Gas Co.*, 321 S.W.2d 596, 601 (Tex. Civ. App.—El Paso 1959, writ ref’d n.r.e.); *Crawford v. Tenn. Gas Transmission Co.*, 250 S.W.2d 237, 239–41 (Tex. App.—Beaumont 1952, writ ref’d)); *Lone Star Gas Co. v. Childress*, 187 S.W.2d 936, 940 (Tex. Civ. App.—Waco 1945, no writ)).

³¹ *Id.*

³² *Id.*

³³ See generally *id.*

³⁴ Gulf Easements

³⁵ *Id.*

from one another that, with enough pipelines, Express can reasonably claim the right to build pipelines completely across the Properties. Thus, the Gulf Easements grant Express the right to build and operate pipelines at any point under the Properties, even if exercising that right would require Express to construct several new pipelines roughly parallel to the Gulf Pipeline.

I have considered *Dwyer*, and it does not change my opinion.³⁶ In that case, a landowner granted a pipeline company the right to build and operate a single pipeline across the servient estate.³⁷ The pipeline company exercised this right and built an eighteen-inch pipeline.³⁸ The company later removed the original pipeline and built a thirty-inch pipeline in its place.³⁹ The Texas Supreme Court ruled that, because the easement only granted the right to build a single pipeline, the blanket right to build a pipeline of any size at any location “became fixed and certain” once the single pipeline was constructed.⁴⁰ Thus, the dominant estate holder had no right to dig-up and replace the one pipeline it was allowed to construct.⁴¹ *Dwyer* is not applicable to the instant case, however, because that easement only allowed a single pipeline. By contrast, the Gulf Easements allow construction of multiple pipelines at Express’s discretion. Thus, there was no one-time-use right of construction that could become “fixed.” This was the basis for distinguishing *Dwyer* in *Atmos* and *Southwestern Electric*, and the instant case is no different.⁴²

The “reasonable necessity test” does not alter my opinion. “Under Texas law, ‘a grant or reservation of an easement in general terms implies a grant of unlimited reasonable use such as is reasonably necessary and convenient and as little burdensome as possible to the servient owner.’”⁴³ In the context of a pipeline easement, the rule of reasonable necessity restricts the dominant estate holder’s choices in selecting a route for new pipelines.⁴⁴ But that rule cannot be used to cabin all future pipelines into a narrow strip. Instead, when an easement provides the right to build multiple pipelines across the entirety of the servient estate, “the fact remains, under Texas law, [the dominant estate’s] right to use as much of the servient estate as it may reasonably demand for the purposes authorized by the easement vest[s] at the time of the grant” of the easement—not at the time the first pipeline is built.⁴⁵ Thus, the rule of reasonable necessity can restrict the exact location

³⁶ *Houston Pipe Line Co. v. Dwyer*, 374 S.W.2d 662 (Tex. 1964).

³⁷ *Id.* at 663.

³⁸ *Id.*

³⁹ *Id.*

⁴⁰ *Id.* at 666.

⁴¹ *See id.*

⁴² *See Southwestern Electric*, 595 S.W.3d at 689; *Atmos Energy Corp.*, 598 S.W.3d at 449–52.

⁴³ *Atmos Energy Corp.*, 598 S.W.3d at 447–48 (quoting *Coleman*, 598 S.W.3d at 903).

⁴⁴ *See id.*

⁴⁵ *Id.* at 448.

of particular pipelines based on the servient estate's use of the Properties, but the rule cannot generally limit Express to building in a narrow strip by the Gulf Pipeline.

Section 111.0194 of the Texas Natural Resources Code likewise does not alter my opinion. That statute provides that pipeline easements are presumed to be fifty-feet wide.⁴⁶ But this presumption “shall apply separately as to each pipeline under a grant or judgment which allows more than one pipeline on the subservient estate.”⁴⁷ “The plain language of the statute does not retroactively render void multiple pipeline blanket easements or require all pipelines laid under such an easement to be laid within the same fifty-foot-wide corridor.”⁴⁸ Thus, this statute has no effect on Express's right to build multiple pipelines under the Gulf Easements. If anything, the statute further underscores both that (1) by expanding fifty feet for each new pipeline, any Gulf Easements would quickly allow for pipelines to cover the entire Properties as new lines are added and (2) portions of the Westlake Pipeline is built well within fifty feet of the Gulf Pipeline, thus showing further encroachment.

Based on this reasoning, I opine that the Gulf Easements provide Express with the blanket right to build and operate pipelines at any point under the Properties.

II. The Westlake Easements are ineffective due to its irreconcilable conflict with the Gulf Easements.

Both Express and Westlake have easement rights across the Properties. When “irreconcilable conflicts” exist between holders of easements over the same property, “priority of use rights is determined by priority in time, except as a later-created servitude takes free of another under the applicable recording act.”⁴⁹ Thus, rights under a prior easement are “dominant” to rights under subsequent easements.⁵⁰ As a result, “[a]ny use by others that interferes with the exercise of the superior easement rights must yield.”⁵¹ The rationale for this rule is simple: “Obviously,” an owner “cannot sell the same property twice” to different buyers.⁵² But that is exactly what happened when the Properties' owners did when they conveyed the Westlake Easements.

The rights granted under the Gulf Easements and the Westlake Easements are irreconcilable in both concept and fact. Express's and Westlake's rights are irreconcilable in concept because, as discussed above, Express has the effective right to build and operate pipelines

⁴⁶ Tex. Nat. Res. Code § 111.0194(a).

⁴⁷ *Id.* at § 111.0194(c).

⁴⁸ *Atmos*, 598 S.W.3d at 464 n.15.

⁴⁹ Restatement (Third) of Property: Servitudes § 4.12 (2000)

⁵⁰ *Harris County Flood Control Dist. v. Shell Pipe Line Corp.*, 591 S.W.2d 798, 799–800 (Tex. 1979).

⁵¹ *Pittman v. City of Amarillo*, 598 S.W.2d 941, 944 (Tex. Civ. App.—Amarillo 1980, writ ref'd n.r.e.).

⁵² *Stayton v. FCI Lender Serv.*, No. 02-21-00084-cv, 2022 WL 1682428, at *3 n.4 (Tex. App.—Fort Worth May 26, 2022, pet. denied).

at any location and any depth it chooses under the Properties, if and whenever Express exercises its right to construct additional pipelines beyond the Gulf Pipeline. This is a valuable right for many reasons. For example, as industries evolve and customers or infrastructure develop, pipeline companies' needs change. Increased demand can result in a need to build new pipelines, and it is generally cheaper to build a new, larger pipeline parallel to an existing line than it is to dig-up and replace that existing line. Similarly, new customers could create demand for different products, and different products require different lines. Further, new infrastructure such as terminals or connecting lines can create markets for products that did not exist before and require new lines. Thus, it is quite valuable to Express to have the right to build as many lines across the Properties as it chooses. But Express cannot exercise this right if other pipelines (*e.g.*, the Westlake Pipeline) exist under the Properties. Express cannot build new lines directly on top of or next to existing lines, so any lines from other pipeline companies will eliminate the finite land under which Express can build future pipelines. Thus, Westlake possessing the mere right to build and operate pipelines under the Properties—let alone exercising that right via the Westlake Pipeline—irreconcilably conflict with Express's blanket easement. This creates a conflict even on the conceptual level between Express's rights under the original Gulf Easements and Westlake's rights under the subsequent Westlake Easements. Under Texas law, the rights under the Gulf Easements must prevail, and Westlake's rights must yield.

Express's and Westlake's rights also conflict as a matter of existing fact. Ignoring Express's right to build new pipelines under any point on the Properties, Express has the present right to own and operate the Gulf Pipeline. But the Westlake Easements required Westlake's predecessor-in-interest to build the Westlake Pipeline in a manner that repeatedly intersected with and/or came unsafely close to the Gulf Pipeline. Thus, it was impossible for Westlake's predecessor to exercise its rights under the Westlake Easements without destroying portions of the Gulf Pipeline. This creates an irreconcilable conflict between the rights Express already exercises under the Gulf Easements and the *only* right Westlake could possess under the Westlake Easements. Again, given this irreconcilable conflict, Express's rights must prevail and Westlake's must yield.

Based on this reasoning, I opine that Westlake's rights under the Westlake Easements irreconcilably conflict with Express's rights under Gulf Easements. I further opine that, given Express's blanket rights under the Gulf Easements, any easement allowing Westlake to build and operate a pipeline under the Properties would create such a conflict. As such, the Westlake Easements were ineffective to give Westlake any right to build or operate a pipeline under the Properties.

III. The Gulf Easement is effectively an exclusive easement conferring the right to exclude the Westlake Pipeline.

“The owner of an exclusive easement is the dominant tenant and is entitled to the free and undisturbed use of its property for the purposes of the easement even as against the owner of the fee.”⁵³ For example, if a landowner grants an exclusive easement to use a road on landowner's

⁵³ *MGJ Corp. v. City of Houston*, 544 S.W.2d 171, 174 (Tex. Civ. App.—Houston [1st Dist.] 1976, writ ref'd n.r.e.).

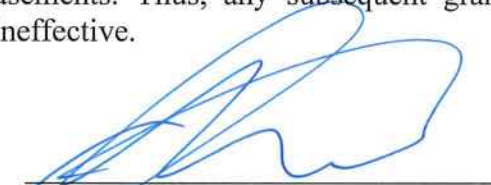
property, the dominant estate holder has the right to exclude the landowner from the road entirely.⁵⁴ In deciding whether an easement is exclusive, “[w]here the language of the deed is doubtful it will be construed to confer on the grantee the greatest estate permissible under the instrument.”⁵⁵

As explained above, the Westlake Easements are conceptually irreconcilable with the Gulf Easements. But this is true of any additional pipeline easements across the Properties, which would also be irreconcilable with the Gulf Easements. The Gulf Easements initially gave the right to construct a pipeline at any point across the Properties. It would be impossible for two dominant estates to simultaneously possess the same right to build anywhere across the Properties, so this initial right must have been exclusive. Thus, the issue is then whether the rights under the Gulf Easement became non-exclusive once the Gulf Pipeline was built. But, for the reasons explained above, the right to construct an unlimited number of additional pipelines “adjacent to and approximately parallel” to the Gulf Pipeline effectively gives Express the right to build pipelines anywhere and everywhere across the Properties. A right by Express to build anywhere (and everywhere) cannot coexist with a right by anyone else to build anywhere at all.

By way of hypothetical, assume that, after creation of the Gulf Easements, the Properties’ owners conveyed easements to one hundred other pipeline companies, each of which was allowed to build single lines across the Properties. The Properties have finite areas, so the Properties would quickly be filled with pipelines, thereby leaving no space for Express to exercise its superior right to build as many additional lines as it chooses. This hyperbolic example shows that even single-line easements to other pipeline companies would trammel Express’s rights under the Gulf Easements. The result is no different if the Properties’ owners granted only one easement to Westlake: the space taken up by even a single pipeline would defeat Express’s right to build as many pipelines as it wants.

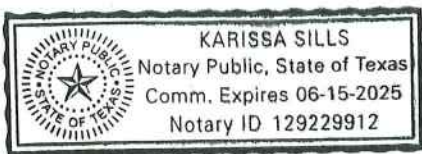
Based on this reasoning, I opine that, by virtue of their allowance of an unlimited number of additional pipelines adjacent to and approximately parallel the Gulf Pipeline, the Gulf Easements are necessarily exclusive pipeline easements. Thus, any subsequent grant of an easement, including the Westlake Easements, are ineffective.

FURTHER AFFIANT SAYETH NAUGHT.



Andrew K. Meade

SUBSCRIBED AND SWORN TO BEFORE ME on December 19, 2024, to certify which, witness my hand and seal of office.





NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

⁵⁴ See, e.g., *Hobbs v. Alcoa Inc.*, No. 04-ca-566, 2005 WL 8157350, at *5 (W.D. Tex. May 16, 2005).

⁵⁵ *MGJ Corp.*, 544 S.W.2d at 174.

Exhibit D

NO. CV-00461-24-08

EXPRESS H2O PIPELINE AND
ROW, LLC.,
Plaintiff

vs.

WESTLAKE CHEMICAL
OPCO, LP.,
Defendant

§
§
§
§
§
§
§
§

IN THE DISTRICT COURT OF

ANGELINA COUNTY

159th/217th JUDICIAL DISTRICT

AFFIDAVIT OF DAVID PARKER

STATE OF LOUISIANA §
§
PARISH OF LAFAYETTE §

BEFORE ME, the undersigned notary, on this day, personally appeared David Parker a person whose identity is known to me. After I administered an oath to him, upon his oath, he said:

“My name is David J. Parker. I have been retained by the Plaintiff, Express H2O Pipeline and ROW, LLC ("Express H2O"), to provide expert testimony in the above-referenced matter. My resume, including a list of prior testimony and any relevant publications, is attached as Exhibit A to my report in the matter which is contained within Exhibit 1 to this affidavit. I am at least twenty-one (21) years of age, of sound mind, capable of making this affidavit, and fully competent to testify to matters stated herein. I have never been convicted of a felony or crime of moral turpitude. I have personal knowledge of the facts stated herein and they are true and correct.

In preparing my report and opinions, I have spoken regarding the facts and issues of the case with Plaintiff’s counsel generally, and I have reviewed the following materials: (1) Easements on the subject properties, (2) Plaintiff’s Petition, (3) Defendant's Answer (3) Both parties' initial disclosures, (4) Report prepared by Mimmie Yost of Field Worx, Inc., and (5) Case law provided by the Plaintiff’s counsel.

I have been extensively involved in the oil and gas industry since the early 1980s, specializing in pipeline projects in Texas and Louisiana. My work has consistently involved: (1) Researching and evaluating easements (2) Determining the scope of rights granted and potential

risks for pipeline companies, and (3) Analyzing easement language to identify title, ownership, or possession issues that could impact pipeline feasibility and construction.

Over the past forty years, I have prepared numerous written reports and notes documenting my findings and interpretations of easement agreements. This experience has equipped me with a specialized understanding of easement assessment and the determination of rights conveyed within them.

My testimony herein, which is also set forth in my report, addresses the following issues (1) whether the easement granted to Express H2O's predecessor in interest ("Gulf") is exclusive, (2) whether the "historic Gulf pipeline" now owned by Express H2O has been abandoned, (3) whether, from the perspective of a landman, subsequent grants are valid, and (4) what steps I would have taken if I had encountered these issues during my work as a landman.

Based on my review of the easements granted to Gulf (Specifically including the grants in Nacogdoches County Clerk under Volume 114, Page 134, and Angelina County, Volume 63, Page 160), I have concluded that these easements are exclusive to Express H2O. This conclusion is supported by the granting language in the easements, which includes the following factors: (1) the easements grant unlimited rights for additional pipelines, (2) the easements provide for compensation to the landowner for each additional line installed, (3) The easements grant the right to transport any type of product through the pipeline, an atypical and unusually broad provision that reinforces the exclusive nature of the rights granted, (4) the easements grant the right of "renewing" and "changing size of" pipelines in conjunction with the grant that Gulf, and that its successors and assigns "shall have the right to do whatever may be requisite for the enjoyment of the rights herein granted."

Regarding Westlake's position that the absence of the word "exclusive" in the Gulf easements negates the exclusionary language, I am unaware of any requirement mandating the explicit use of that word. In my experience with older easements, such explicit language was rarely used. The use of "nonexclusive" language to specify the nature of the grant became more common in the 1980s.

Furthermore, the easements explicitly grant the right of "renewing" and "changing size of" pipelines in conjunction with the unlimited line rights. This language, in conjunction with the broad provision granting Gulf and its successors the right to "do whatever may be requisite for the enjoyment of the rights herein granted," clearly demonstrates the intention to grant comprehensive, exclusive, and enduring pipeline rights to Gulf. These provisions solidify the exclusive nature of the easement and provide Express H2O with the necessary rights to adapt its pipeline operations as needed without restriction in the applicable easement.

In my opinion, the Defendant's claim of abandonment lacks merit. In Texas, an easement is considered abandoned only when it is no longer used and there is clear intent to never use it again. The materials provided do not indicate any such intent. To the contrary, Express H2O and

its predecessor in interest it appears have made considerable efforts to pay taxes on the easements, and at all relevant times the pipeline remained active according to the Texas Railroad Commission according to the report prepared by Field Worx, Inc.

My review of the purported easement granted to Westlake [which can be found in the Nacogdoches County Clerk Records, Volume 4668, Page 55) by the Texas Parks and Wildlife Department ("TPWD") indicates that it is likely invalid. The instrument itself shows that it is not a perpetual easement but a ten-year lease on an interest in land. The exclusive pipeline rights granted to Express H2O's predecessor, Gulf, are all-inclusive and perpetual. These rights had already been granted when TPWD attempted to grant the same rights to Westlake.

If I had been tasked with researching a feasible path for a pipeline company and discovered that exclusive pipeline rights had been previously granted, I would have taken all professional efforts to advise the company of the risks. I would have advised the language in the applicable easements is clearly "all-inclusive," because of the broad nature of the rights granted. This would allow the pipeline company to proceed at their own peril, taking into account the risks and possibly contacting Express H2O to negotiate a solution and/or choose an alternative path for their pipeline.

My opinions are based on my 40 years of experience as a landman in Texas and Louisiana, specializing in oil and gas and pipeline matters, including easement assessment, evaluation, and interpretation. They are further supported by my review of the materials referenced in this report and the facts and issues of the case discussed with Plaintiff's counsel."

FURTHER AFFIANT SAYETH NOT



David Parker, Affiant

SUBSCRIBED AND SWORN TO BEFORE ME by the said David Parker on this 19th day of December of 2024, to certify which witness my hand and seal of office.



Notary Public, State of Louisiana
My Commission Expires: For Life

JAMES H. DOMENGEAUX
ATTORNEY AT LAW
LA Bar Roll #17555
TX Bar Roll #24072543
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Date: 11/21/2024

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Wingate Law, PLLC
5760 Walden Road, Suite 230
Beaumont, Texas 77707

RE: Cause No. CV-00461-24-08; *Express H2O Pipeline and ROW, LLC, vs. Westlake Chemical Opco, LP*, In the District Court, 159th Judicial District, Angelina County, Texas

1. Introduction

My name is David J. Parker. I have been retained by the Plaintiff, Express H2O Pipeline and ROW, LLC ("Express H2O"), to provide expert testimony in the above-referenced matter. My resume, including a list of prior testimony and any relevant publications, is attached as Exhibit A and incorporated into this report.

2. Materials Reviewed

In preparing this report, I have spoken regarding the facts and issues of the case with Plaintiff's counsel generally, and I have reviewed the following materials:

- Easements on the subject properties
- Plaintiff's Petition
- Defendant's Answer
- Both parties' initial disclosures
- Report prepared by Mimmie Yost of Field Worx, Inc.
- Case law provided by the Plaintiff's counsel

3. Qualifications

I have been extensively involved in the oil and gas industry since the early 1980s, specializing in pipeline projects in Texas and Louisiana. My work has consistently involved:

- Researching and evaluating easements
- Determining the scope of rights granted and potential risks for pipeline companies

- Analyzing easement language to identify title, ownership, or possession issues that could impact pipeline feasibility and construction

Over the past forty years, I have prepared numerous written reports and notes documenting my findings and interpretations of easement agreements. This experience has equipped me with a specialized understanding of easement assessment and the determination of rights conveyed within them.

4. Issues Addressed

This report addresses the following issues:

- **Exclusivity of the Easement:** Whether the easement granted to Express H2O's predecessor in interest ("Gulf") is exclusive.
- **Abandonment:** Whether the "historic Gulf pipeline" now owned by Express H2O has been abandoned.
- **Validity of Subsequent Grant:** Whether, from the perspective of a landman, subsequent grants are valid.
- **Professional Steps Recommended:** What steps I would have taken if I had encountered these issues during my work as a landman.

5. Analysis and Opinions

(a) Exclusivity of the Easement

Based on my review of the easements granted to Gulf, I have concluded that these easements are exclusive to Express H2O. This conclusion is supported by the granting language in the easements, which includes the following factors:

- The easements grant unlimited rights for additional pipelines.
- The easements provide for compensation to the landowner for each additional line installed.
- The easements grant the right to transport any type of product through the pipeline, an atypical and unusually broad provision that reinforces the exclusive nature of the rights granted.
- The easements grant the right of "renewing" and "changing size of" pipelines in conjunction with the grant that Gulf, and that its successors and assigns "shall have the right to do whatever may be requisite for the enjoyment of the rights herein granted."

Regarding Westlake's position that the absence of the word "exclusive" in the Gulf easements negates the exclusionary language, I am unaware of any requirement mandating the explicit use of

that word. In my experience with older easements, such explicit language was rarely used. The use of "nonexclusive" language to specify the nature of the grant became more common in the 1980s.

Furthermore, the easements explicitly grant the right of "renewing" and "changing size of" pipelines in conjunction with the unlimited line rights. This language, in conjunction with the broad provision granting Gulf and its successors the right to "do whatever may be requisite for the enjoyment of the rights herein granted," clearly demonstrates the intention to grant comprehensive, exclusive, and enduring pipeline rights to Gulf. These provisions solidify the exclusive nature of the easement and provide Express H2O with the necessary rights to adapt its pipeline operations as needed without restriction in the applicable easement.

(b) Abandonment

In my opinion, the Defendant's claim of abandonment lacks merit. In Texas, an easement is considered abandoned only when it is no longer used and there is clear intent to never use it again. The materials provided do not indicate any such intent. To the contrary, Express H2O and its predecessor in interest it appears have made considerable efforts to pay taxes on the easements, and at all relevant times the pipeline remained active according to the Texas Railroad Commission according to the report prepared by Field Worx, Inc.

(c) Validity of Texas Parks and Wildlife Department Easement

My review of the purported easement granted to Westlake by the Texas Parks and Wildlife Department ("TPWD") indicates that it is likely invalid. The instrument itself shows that it is not a perpetual easement but a ten-year lease on an interest in land. The exclusive pipeline rights granted to Express H2O's predecessor, Gulf, are all-inclusive and perpetual. These rights had already been granted when TPWD attempted to grant the same rights to Westlake.

(d) Professional Steps Recommended

If I had been tasked with researching a feasible path for a pipeline company and discovered that exclusive pipeline rights had been previously granted, I would have taken all professional efforts to advise the company of the risks. I would have advised the language in the applicable easements is clearly "all-inclusive," because of the broad nature of the rights granted. This would allow the pipeline company to proceed at their own peril, taking into account the risks and possibly contacting Express H2O to negotiate a solution and/or choose an alternative path for their pipeline.

6. Summary of Opinions

My opinions are summarized as follows:

- The easements granted to Gulf are exclusive to Express H2O.

- The "historical Gulf pipeline" has not been abandoned.
- The exclusive pipeline rights were conveyed prior to any attempted conveyance by TPWD, rendering any later grants ineffective.
- A landman, in the ordinary course of their duties, would advise a pipeline company of the transfer of exclusive rights, allowing the company to assess the risks.

7. Basis of Opinions

My opinions are based on my 40 years of experience as a landman in Texas and Louisiana, specializing in oil and gas and pipeline matters, including easement assessment, evaluation, and interpretation. They are further supported by my review of the materials listed in Section 2 of this report and the facts and issues of the case discussed with Plaintiff's counsel

8. Reservation of Rights

I reserve the right to supplement this report should I be called upon to review additional materials or consider other issues.

Regards,

David J. Parker

ID xkW8Xku1TPdWGYEpv1g2TgHr

David Parker

eSignature Details

Signer ID:	xkW8Xku1TPdWGYEpv1gZTgHr
Signed by:	David Parker
Sent to email:	dparker555@gmail.com
IP Address:	74.80.61.34
Signed at:	Nov 21 2024, 9:11 am CST

DAVID J. PARKER
Landman – Right of Way
P. O. Box 53717
Lafayette, LA 70505-3717
337-278-3085 dparker555@gmail.com

OBJECTIVE

To provide the Industry with professional, responsible and dedicated services by utilizing my exceptional work ethic, experience and knowledge in a Landman or Sr. ROW capacity.

WORK HISTORY

NextEra Energy Resources – South and Central Louisiana – secure acreage for long term renewable energy projects – 6/21 to 2/22

LAPAC – Cleco Power, LLC – South Central Louisiana – “Teche Expansion” 110 mile ROW acquisition for 230 kV transmission line – condemnation not exercised – Sr. Agent 6/20 to 6/21

USGC – Chevron Phillips Chemical – Southeast Texas ROW Acquisition for Multi-Route - Multi-Line Installation thru Industrial Complexes of the Golden Triangle Area – instrumental in establishing multiple routes/segments - Top Producer - 9/18 to 5/20

COMM ENGINEERING – South Louisiana Fee Land Acquisition – sole contractor – performed trades through payment and cleared titles - 8/18 thru 10/18

PENTERRA – East/Central Texas, Mississippi & Louisiana O&G Title, Leasing and Title Curative - 9/17 to 7/18

LAVACA PIPELINE – FORMOSA – Greenfield private line ROW Acquisition through Matagorda, Brazoria, Galveston, Harris & Chambers Counties, South of Houston, Texas – Title & Acquisition Manager - 9/2016 to 8/2017

T. S. Dudley Land Company – ArkLaTex Curative, Permian Basin Term Assignments & WI Acquisition, Curative, ArkLaTex DNR/Conservation Support for Due Diligence, ArkLaTex Lease Acquisition Title & Curative, Mineral/Production Reporting, Pipeline Route Planning - 10/2013 to 2/2016

Brit Oil Company – South Central Texas Leasehold Curative – 8/2013 to 9/2013

Canterra Energy – South Texas El Paso’s Deep Gas Divestiture Due Diligence – 7/2013

T. S. Dudley Land Company – San Joaquin Basin Area Checks – 2/2013 to 4/2013, Due Diligence & Well Production History - 5/2013 to 6/2013

Exhibit D

Energy XXI – ROW Title & Route Planning – 10/2012, BOEM Central Gulf Due Diligence – 11/2012 to 1/2013

Merit Energy Land Services – South Central Mississippi Area Checks & Leasing, Central Louisiana ROW Route Planning – 10/2012

T. S. Dudley Land Company – ArkLaTex Curative – 1/2012 to 9/2012

Spectra – Brazoria & Harris Counties, TX - Title & ROW planning - 2/2010 to 12/2011

Cornay Land Services – South & Northwest Louisiana Leasing, Curative & Mineral Title - 1/2006 to 1/2010

St. Martin Parish School Board – Land Manager by Contract – 7/2005 to 11/2007

Parker & Melancon Land Services – Full Service Land Company – 1998 to 12/2005

Stack Oil, Lafayette Minerals, Cypress Petroleum – Various brokerage Responsibilities – 1982 to 1998

Experience Includes: All phases of Field Contract Landwork, including Right of Way Planning & Acquisitions, OG&M Lease Acquisitions, Geophysical Planning, Land Trades, Mineral/Royalty Acquisitions, Unitization Procedures, Title Curative, Leasehold Title, Mineral Production/Well Histories, and Due Diligence.

EDUCATION

Bachelor's Degree – General Business, Petroleum Land Management and Geology Emphasis

University of Southwestern Louisiana (ULL), Lafayette, LA – 1983 to 1986

Louisiana State University, Baton Rouge, LA – 1981 to 1983

CERTIFICATION

Texas Real Estate Commission – EASEMENT/ROW

ASSOCIATIONS

American Association of Professional Landmen AAPL

International Right of Way Association IRWA

PERSONAL

Married; three grown children; lifelong resident of Lafayette, Louisiana

PERSONAL REFERENCES

Greg Alger – Senior VP, Kanaly Trust Corp
800-882-8723

Matt Melancon – Partner, LAPAC - Louisiana Property Acquisition Corp.
337-277-1938

Jimmy Domengeaux – Sr. Partner, Domengeaux, Wright, Roy & Edwards
337-501-3022

David Parker Prior Testimony:

Deposition testimony given in Cause No. D205350, Belva Ann Dallison et al v. Enterprise TE Products Pipeline Company, Jefferson County, 58th District Court.

David Parker Relevant Publications:

None.

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Tracy Neal on behalf of Scott Skelton

Bar No. 00784979

tneal@ssbww.law

Envelope ID: 96054024

Filing Code Description: Motion (No Fee)

Filing Description: Plaintiff Motion for Partial Summary Judgment Granting Declaratory Relief - Part 1

Status as of 1/10/2025 8:29 AM CST

Associated Case Party: EXPRESS H2O PIPELINE AND ROW LLC.

Name	BarNumber	Email	TimestampSubmitted	Status
Scott CSkelton		sskelton@ssbww.law	1/9/2025 4:42:09 PM	SENT
Tanner Franklin	24082506	tanner@thegoodlawyer.com	1/9/2025 4:42:09 PM	SENT
Tracy Neal		tneal@ssbww.law	1/9/2025 4:42:09 PM	SENT
Christopher JSachitano		sach@sachlaw.com	1/9/2025 4:42:09 PM	SENT
Melanie Arnold		melanie@thegoodlawyer.com	1/9/2025 4:42:09 PM	SENT
Bailey JWingate		Bailey@wingatelaw.com	1/9/2025 4:42:09 PM	SENT

Associated Case Party: WESTLAKE CHEMICAL OPCO, LP

Name	BarNumber	Email	TimestampSubmitted	Status
Curtis (Curt) W.Fenley		cfenley@fenley-bate.com	1/9/2025 4:42:09 PM	SENT
Gus Atchison		gatchison@fenley-bate.com	1/9/2025 4:42:09 PM	SENT

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Yvette Latin		ylatin@fenley-bate.com	1/9/2025 4:42:09 PM	SENT
Susie Aguilar		saguilar@fenley-bate.com	1/9/2025 4:42:09 PM	SENT
Angee Owens		aowens@fenley-bate.com	1/9/2025 4:42:09 PM	SENT

NO. CV-00461-24-08

EXPRESS H2O PIPELINE AND
ROW, LLC,
Plaintiff

vs.

WESTLAKE CHEMICAL
OPCO, LP.,
Defendant

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IN THE DISTRICT COURT OF

ANGELINA COUNTY

159th JUDICIAL DISTRICT

**PLAINTIFF'S PARTIAL SUMMARY JUDGMENT GRANTING
DECLARATORY RELIEF**

PART 2

Exhibit E

EXPRESS H2O PIPELINE AND
ROW, LLC.,
Plaintiff

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IN THE DISTRICT COURT OF

vs.

ANGELINA COUNTY

WESTLAKE CHEMICAL
OPCO, LP.,
Defendant

159th/217th JUDICIAL DISTRICT

AFFIDAVIT OF MIMMIE YOST

STATE OF TEXAS §

COUNTY OF Fort Bend §

BEFORE ME, the undersigned notary, on this day, personally appeared Mimmie Yost a person whose identity is known to me. After I administered an oath to her, upon her oath, she said:

“My name is Mimmie Yost. I am President of Field Worx, Inc., and I have been retained by the Plaintiff, Express H2O Pipeline and ROW, LLC ("Express H2O"), I have been asked to provide expert testimony in this matter. I am at least twenty-one (21) years of age, of sound mind, capable of making this affidavit, and fully competent to testify to matters stated herein. I have never been convicted of a felony or crime of moral turpitude. I have personal knowledge of the facts stated herein and they are true and correct. I have attached a true and correct copy of my report (Exhibit 1), which includes my resume attached as Exhibit A and incorporated into this affidavit. Exhibit B to my report is a true and correct copy of my current findings to Mr. Wright, which I am incorporating into this report for all purposes as documentation upon which I relied in forming my opinions.

I have reviewed the instruments related to the subject parcels in Angelina and Nacogdoches County, Texas, spoken with Mr. Chris Sachitano, counsel for Express H2O generally about the case, Plaintiff's First Amended Petition, Defendant's Answer, both parties' initial disclosures, and my previous report prepared in Field Worx, Inc. I have also reviewed the correspondence with the railroad commission, to follow-up my initial research on a document produced by Westlake.

Express H2O requested that I provide the following opinions: I have been asked to provide an opinion as to the following: (1) whether the easement granted to Express H2O's predecessor in interest ("Gulf") is exclusive, (2) whether the "historic Gulf pipeline" now owned by Express H2O has been abandoned, (3) whether, from the perspective of a landman, subsequent grants are valid, and (4) what steps I would have taken if I had encountered these issues during my work as a landman.

Based on my review of the easements granted to Gulf, I have concluded that these easements are exclusive to Express H2O. This conclusion is supported by the grant language in the easements. Simply put, the applicable language in the easements is all-encompassing, and a simple review of the easements would lead one to the conclusion that the original Grantor provided the all-encompassing rights to develop a pipeline system, without restriction in the easement.

There is no requirement that I am aware of that the word “exclusive” be used in an easement or transfer of an any interest in land to ensure exclusive right have been granted. In fact, as a land professional, it is my opinion that a conveyance transfers all rights that would be associated, unless otherwise stated to except or reserve specific rights.

As to abandonment, in Texas, an easement is considered to be abandoned only when it is no longer used and there is clear intent to never use it again. The materials provided do not indicate any such intent. To the contrary, Express H2O and its predecessor in interest, appear to have made considerable efforts to maintain proper permitting, in relationship to the easements. At all relevant times the pipeline remained active according to the Texas Railroad Commission.

I have reviewed Exhibit 08 (a copy of which is attached as Exhibit C to my report), which appears to be a screenshot from The RRC provided by Westlake to Express H2O. As part of my initial research in this matter reflected in Exhibit B, my partner, Jon Yost assisted me by researching RRC records. I incorporated his research in my first report and noted as follows:

“After reviewing the Texas Railroad Commission records, various permits are of record, over the timeframe of 1970-2020. The first permit was taken with Texas Eastern in the 1970’s, as referenced as T4 00187. This permit being affective beginning in the 1970’s and during the timeframe of ownership (1992), and after, until 2009. There are no records to indicate that Lancer permitted the pipeline during the duration of their ownership (1992-2009). In 2009, Texas Eastern (TE) filed notice that they were no longer including the subject pipeline under their existing Permit. In 2009, The Express Gas Pipeline, L.P. filed for a new T4 08049. This Permit remained active from the time Express permitted in 2009, until 3/19/2020. While ownership did change between 2009 - 2020, the Permit was appropriately transferred from party to party. TCRG who owned said Right of Way during the years of 2018-2020, filed a notice to the Texas Railroad Commission stating that “the pipelines operating under permit number 08049 are either transferred to another operator, not required to be permitted, or are no longer active.” Since that time, there have been no renewals filed or new permits issued for the pipeline of record.”

As of today, the RRC records do reflect the information noted in the picture. However, this is perfunctory and administrative designation when the permitting at the RRC has not been renewed. To confirm same, I had Jon Yost contact the RRC and correspond with Andy Martinec, a Pipeline

Permitting Specialist in the Oversight & Safety Division of the Railroad Commission of Texas. During this communication, Andy Martinec advised that, "As far as I can tell, this pipeline system has been a part of T-4 permit 08049 since July 2009, and before that it was split between T-4 permits 00187 and 04143. Those records date back to the 70s and 80s, and there are records from the 90s that are available for review."

As noted in my prior report, at all relevant times, the relevant permits were on file. This would have served as notice to Westlake (or any predecessor in interest) of Gulf's easement interests. In fact, the only reference to a Gulf line being abandoned can be found in Exhibit B of the original attempted Mustang conveyance, which in my opinion, based on the title work performed by Field Worx, Inc, is not a valid transfer, and Mustang and predecessors of interest at all times had notice by either reviewing the county or RRC records.

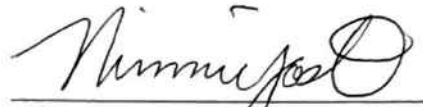
Regarding the Texas Parks and Wildlife Department ("TPWD"), my review of the purported easement granted to Westlake by the Texas Parks and Wildlife Department ("TPWD") I have determined the instrument is not a perpetual easement such as Express H2O's, but a ten-year lease for (1) pipeline. The exclusive pipeline rights granted to Express H2O's predecessor, Gulf, are all-encompassing, and unless properly released prior to the attempted transfer, these rights had already been granted when TPWD attempted to grant the same rights to Westlake. Proper title work would have discovered the historical and all-encompassing Gulf Easement.

If I had been tasked with researching a feasible path for a pipeline company and discovered that such an all-encompassing and exclusive pipeline easement had been previously granted, I would have advised the company to do further title research to check for a release of the original easement. If no release was found of record, I would advise them to attempt to negotiate a Crossing Agreement with the present owner of the easement. If an agreement could not be reached between the parties, I would advise them to seek another path, as encroaching on the existing easement would be considered trespass.


To illustrate the particular parcels which Express H2O's easements burden, I tasked Jon Yost in preparing maps for illustrative purposes of the parcels, which include the relevant volume and page number of not only Express H2O's Easements, but also the Westlake's Easements of record. The final Express H2O instruments granted to Gulf can be found of record with the Nacogdoches County Clerk under Volume 114, Page 134, and Angelina County, Volume 63, Page 160, which cover the surveys and/or parcels set forth in the illustrations. The illustrations are attached to this affidavit as Exhibit 2.

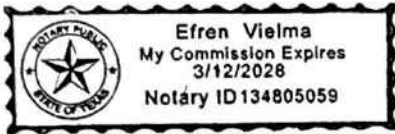
My opinions are based on my 17 years of title abstractor experience, across multiple states, including Texas, which has included a form of easement assessment, evaluation, and interpretation of title work. My opinion is also supported by my review of the materials referenced in this affidavit and the facts and issues of the case discussed with Plaintiff's counsel."

FURTHER AFFIANT SAYETH NOT


Mimmie Yost, Affiant

SUBSCRIBED AND SWORN TO BEFORE ME by the said Mimmie Yost on this 18th day of December of 2024, to certify which witness my hand and seal of office.


Notary Public, State of Texas
My Commission Expires: 3/12/2028





RE: Cause No. CV-00461-24-08; *Express H2O Pipeline and ROW, LLC, vs. Westlake Chemical Opco, LP*, In the District Court, 159th Judicial District, Angelina County, Texas

Introduction

My name is Mimmie Yost. I am President of Field Worx, Inc., and I have been retained by the Plaintiff, Express H2O Pipeline and ROW, LLC ("Express H2O"), to provide expert testimony in the above-referenced matter. My resume is attached as Exhibit A and incorporated into this report. Exhibit B of my report is a true and correct copy of my findings to Mr. Wright, which I am incorporating into this report for all purposes as documentation upon which I relied in forming my opinions.

Materials Reviewed

In preparing this report, I have reviewed the instruments related to the subject parcels in Angelina and Nacogdoches County, Texas, spoken with Mr. Chris Sachitano, counsel for Express H2O generally about the case, Plaintiff's First Amended Petition, Defendant's Answer, both parties' initial disclosures, and my previous report prepared in Field Worx, Inc. I have also reviewed the correspondence with the railroad commission, to follow-up my initial research on a document produced by Westlake.

I have been asked to provide an opinion as to the following:

(1) Whether the easement granted to Express H2O's predecessor in interest ("Gulf") is exclusive,

(2) Whether the "historic Gulf pipeline" now owned by Express H2O has been abandoned,

(3) Whether, from the perspective of a landman, subsequent grants are valid, and

(4) What steps I would have taken if I had encountered these issues during my work as a landman.

Based on my review of the easements granted to Gulf, I have concluded that these easements are exclusive to Express H2O. This conclusion is supported by the grant language in the easements. Simply put, the applicable language in the easements is all-encompassing, and a simple review of the easements would lead one to the conclusion that the original Grantor provided the all-encompassing rights to develop a pipeline system, without restriction in the easement.

There is no requirement that I am aware of that the word "exclusive" be used in an easement or transfer of an any interest in land to ensure exclusive right have been granted. In fact, as a land professional, it is my opinion that a conveyance transfers all rights that would be associated, unless otherwise stated to except or reserve specific rights.



As to abandonment, in Texas, an easement is considered to be abandoned only when it is no longer used and there is clear intent to never use it again. The materials provided do not indicate any such intent. To the contrary, Express H2O and its predecessor in interest, appear to have made considerable efforts to maintain proper permitting, in relationship to the easements. At all relevant times the pipeline remained active according to the Texas Railroad Commission.

I have reviewed Exhibit 08 (Attached as Exhibit "C"), which appears to be a screenshot from The RRC provided by Westlake to Express H2O. As part of my initial research in this matter reflected in Exhibit B, my partner, Jon Yost assisted me by researching RRC records. I incorporated his research in my first report and noted as follows:

"After reviewing the Texas Railroad Commission records, various permits are of record, over the timeframe of 1970-2020. The first permit was taken with Texas Eastern in the 1970's, as referenced as T4 00187. This permit being affective beginning in the 1970's and during the timeframe of ownership (1992), and after, until 2009. There are no records to indicate that Lancer permitted the pipeline during the duration of their ownership (1992-2009). In 2009, Texas Eastern (TE) filed notice that they were no longer including the subject pipeline under their existing Permit. In 2009, The Express Gas Pipeline, L.P. filed for a new T4 08049. This Permit remained active from the time Express permitted in 2009, until 3/19/2020. While ownership did change between 2009 - 2020, the Permit was appropriately transferred from party to party. TCRG who owned said Right of Way during the years of 2018-2020, filed a notice to the Texas Railroad Commission stating that "the pipelines operating under permit number 08049 are either transferred to another operator, not required to be permitted, or are no longer active." Since that time, there have been no renewals filed or new permits issued for the pipeline of record."

As of today, the RRC records do reflect the information noted in the picture. However, this is perfunctory and administrative designation when the permitting at the RRC has not been renewed. To confirm same, I had Jon Yost contact the RRC and correspond with Andy Martinec, a Pipeline Permitting Specialist in the Oversight & Safety Division of the Railroad Commission of Texas. During this communication, Andy Martinec advised that, "As far as I can tell, this pipeline system has been a part of T-4 permit 08049 since July 2009, and before that it was split between T-4 permits 00187 and 04143. Those records date back to the 70s and 80s, and there are records from the 90s that are available for review."

As noted in my prior report, at all relevant times, the relevant permits were on file. This would have served as notice to Westlake (or any predecessor in interest) of Gulf's easement interests. In fact, the only reference to a Gulf line being abandoned can be found in Exhibit B of the original attempted Mustang conveyance, which in my opinion, based on the title work performed by Field Worx, Inc, is not a valid transfer, and Mustang and predecessors of interest at all times had notice by either reviewing the county or RRC records.

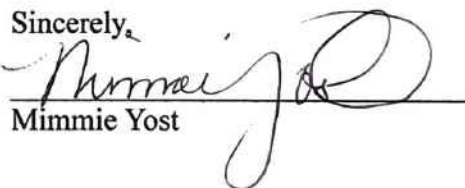


Regarding the Texas Parks and Wildlife Department ("TPWD"), my review of the purported easement granted to Westlake by the Texas Parks and Wildlife Department ("TPWD") I have determined the instrument is not a perpetual easement such as Express H2O's, but a ten-year lease for (1) pipeline. The exclusive pipeline rights granted to Express H2O's predecessor, Gulf, are all-encompassing, and unless properly released prior to the attempted transfer, these rights had already been granted when TPWD attempted to grant the same rights to Westlake. Proper title work would have discovered the historical and all-encompassing Gulf Easement.

If I had been tasked with researching a feasible path for a pipeline company and discovered that such an all-encompassing and exclusive pipeline easement had been previously granted, I would have advised the company to do further title research to check for a release of the original easement. If no release was found of record, I would advise them to attempt to negotiate a Crossing Agreement with the present owner of the easement. If an agreement could not be reached between the parties, I would advise them to seek another path, as encroaching on the existing easement would be considered trespass.

My opinions are based on my 17 years of title abstractor experience, across multiple states, including Texas, which has included a form of easement assessment, evaluation, and interpretation of title work. My opinion is also supported by my review of the materials listed in Section 2 of this report and the facts and issues of the case discussed with Plaintiff's counsel.

I reserve the right to supplement this report should it be called upon to review additional materials or consider other issues.

Sincerely,

Mimmie Yost

Mimmie C. Yost

28007 Crosswater Lane Katy, TX 77494
606-226-5559 | mimmie.yost@fieldworxinc.com | in/mimmie-yost

Land Professional with proven industry-wide experience. Highly analytical, with excellent communication, presentation and professional business writing skills; coupled with a lead by example attitude. Adaptable, flexible professional, who embraces teamwork but also enjoys working independently.

Project Management | Team Building | Organizational Leadership | Title Analyst | Land Acquisition | Right of Way
Genealogy | Skip Tracing | Negotiations | Document Management | Due Diligence

PROFESSIONAL EXPERIENCE

Independent Landman, Fieldworx Inc. – Katy, TX

2007-Present

- Reviewed complex title opinions to identify clouds in title and determine missing heirs.
- Comprehensively researched archived and online resources to aid in the successful identification of heirs.
- Conducted over 200+ genealogy projects, resulting in the location of over 1,000+ unknown heirs.
- Successfully negotiated surface and sub-surface agreements with property owners.
- Organized and maintained cloud-based document management system.
- Provided training to abstractors, genealogists and landmen in the areas of title, leasing, genealogy research and HBP title to groups of 100+.
- Provided preliminary title and mapping to identify parent tracts and assigned to abstractors.
- Reviewed and interpreted title abstract to ensure accuracy of instruments for execution of agreements.
- Conducted full title research for oil and gas, mineral/surface rights from patent to present.
- Performed HBP title to ensure accurate WI, NRI, RI and NPRI in leaseholds and Units/Pools.
- Completed due diligence for Chevron acquisition of Atlas Energy.
- Conducted right-of-way title for new pipelines and replacement pipelines.
- Reviewed existing right-of-way agreements.
- Responsible for completion of right-of-way negotiations and agreements.
- Created exhibit maps and illustrations for title abstract packages

WORK EXPERIENCE

Kentucky ◦ Ohio ◦ West Virginia ◦ Pennsylvania ◦ New York ◦ Maryland ◦ Oklahoma ◦ Texas ◦ New Mexico

EDUCATION

MA in Sociology Morehead State University, Morehead, KY	2009
BA in Sociology Eastern Kentucky University, Richmond, KY	2004
Minor in Communication	
AA in General Education Prestonsburg Community College, Prestonsburg, KY	2000

Exhibit A

Texas Parks & Wildlife

After reviewing the records of Nacogdoches County, Texas, pertaining to the Right of Way by and between G. A. Blount and Gulf Pipe Line Company, filed of record in the Nacogdoches County Court Clerks Office, at DB 82 Page 379 and recorded on 5/23/1914 and also a Right of Way by and between Guy. A. Blount and Gulf Pipe Line Company & Gulf Production Company, filed of record in the Nacogdoches County Court Clerks Office, at DB 114 Page 134 and recorded on 5/6/1925, there were no crossing agreements or a release in full or in part, found of record.

Through various assignments, the said two Rights of Way being later assigned by and between KrisJenn Ranch, LLC, series Pipeline ROW, a Texas Limited Liability Company to Express H2O Pipeline & ROW, LLC, a Texas Limited Liability Company, filed of record in the Nacogdoches County Court Clerk's Office, at DB 2023-1331 and recorded on 2/23/2023.

After reviewing the Texas Railroad Commission records, various permits are of record, over the timeframe of 1970-2020. The first permit was taken with Texas Eastern in the 1970's, as referenced as T4 00187. This permit being affective beginning in the 1970's and during the timeframe of ownership (1992), and after, until 2009. There are no records to indicate that Lancer permitted the pipeline during the duration of their ownership (1992-2009). In 2009, Texas Eastern (TE) filed notice that they were no longer including the subject pipeline under their existing Permit. In 2009, The Express Gas Pipeline, L.P. filed for a new T4 08049. This Permit remained active from the time Express permitted in 2009, until 3/19/2020. While ownership did change between 2009 -2020, the Permit was appropriately transferred from party to party. TCRG who owned said Right of Way during the years of 2018-2020, filed a notice to the Texas Railroad Commission stating that "the pipelines operating under permit number 08049 are either transferred to another operator, not required to be permitted, or are no longer active." Since that time, there have been no renewals filed or new permits issued for the pipeline of record.

After review of the Miscellaneous Easement by and between the State of Texas, acting by and through Garry Mauro, Commissioner of the General Land Office and Chairman for the Texas Parks and Wildlife Board for Lease, and Mustang Pipeline Company, a Texas corporation, filed of record in the Nacogdoches County Court Clerks Office, at DB 1063/195 and recorded 1/15/1997; the Easement clearly defines property as being property conveyed to Texas Parks & Wildlife Department, filed of record in the Nacogdoches County Court Clerk's Office at DB 793/216 and further includes an attached plat which depicts the Gulf Pipeline as abandoned as shown on Exhibit B.

After review of the document of record by and between The Estate of Lois Foster Blount, deceased and Texas Parks & Wildlife Department, filed of record in the Nacogdoches County Court Clerk, at DB 793 Page 216 and recorded on 10/3/1991, the subject Right of Way at DB 82/379 and the subject Right of Way at 114/134 is listed in Exhibit B "Permitted Exceptions", by which giving notice that the said property is encumbered by the existing Right of Way.

ME970009 further states under 2.03. "Grantee has inspected the physical and topographic condition of the premises and accepts the same "as is", in its existing physical and topographic condition. The 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. The Grantor and Grantee hereby agree and acknowledge that the use of the term "Grant" in no way implies that this easement is free of liens, encumbrances and/or prior rights. Notice is hereby given to Grantee that any

Exhibit B

prior grant and/or encumbrance may be of record, and Grantee takes subject to any such grant and/encumbrance. Grantee is advised to examine the records in the archives and records division of the general land office, 1700 North Congress Avenue, Austin, Texas 78701-1495, and all other land title records of the county or counties in which the premises are located. The provisions of this section shall survive expiration or earlier termination of this easement.

Time Stamp

Texas Parks & Wildlife

1914 Right of Way granted by and between Guy A. Blount and Gulf Pipe Line Company of recorded at 82/376 and recorded 5/23/1914.

1959-1992 Right of Way owned by Texas Eastern

1970-2009 Pipeline permitted by Texas Eastern

1990 Pipeline Operation ended (as stated by Larry Wright)

1991 Surface sold by and between The Estate of Lois Foster Blount, deceased and Texas Parks & Wildlife Department, filed of record in the Nacogdoches County Court Clerk, at DB 793 Page 216 and recorded on 10/3/1991.

1992- TE Products & acting through its sole general partner Texas Eastern Products to Lancer "both warranty clauses"

1997 Miscellaneous Easement by and between the State of Texas, acting by and through Garry Mauro, Commissioner of the General Land Office and Chairman for the Texas Parks and Wildlife Board for Lease, and Mustang Pipeline Company, a Texas corporation, at DB 1063/195 and recorded 1/15/1997.

2009- Lancer to Express "Both Clauses"

2017- Express to Blackduck

Thank you for the opportunity to assist. Please let me know if I can help with anything further,

Mimmie Yost



GIS Identify Results - Pipeline Attributes Print

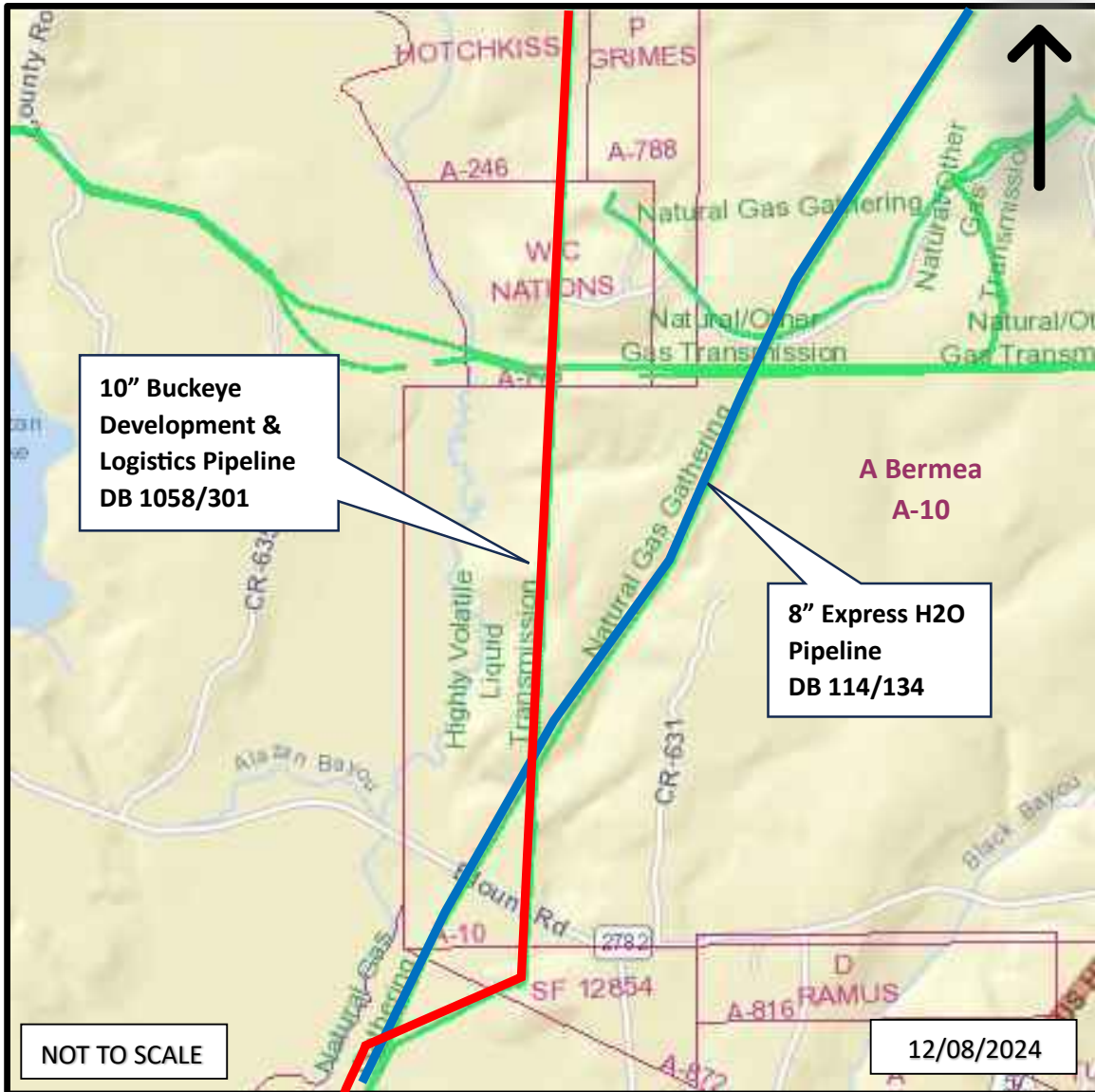
COUNTY_FIPS	347
OPERATOR	TCRG DRILLING & OPERATING, LLC
COMMODITY DESCRIPTION	NATURAL GAS, GATHERING
SYSTEM NAME	EXPRESS GAS PIPELINE SYSTEM
SUBSYSTEM NAME	EXPRESS GAS PIPELINE SYSTEM
DIAMETER	8.63
P5 NUMBER	840312
T4PERMIT	08049
T4PERMIT MILES	0.41
STATUS	Abandoned
INTERSTATE	No

0.15 0.3mi

Source: Esri, Maxar, Earthstar, Imagery, and the GIS User Community

Lat: 31.463430, Long: -94.7419

EXHIBIT A



LEGEND

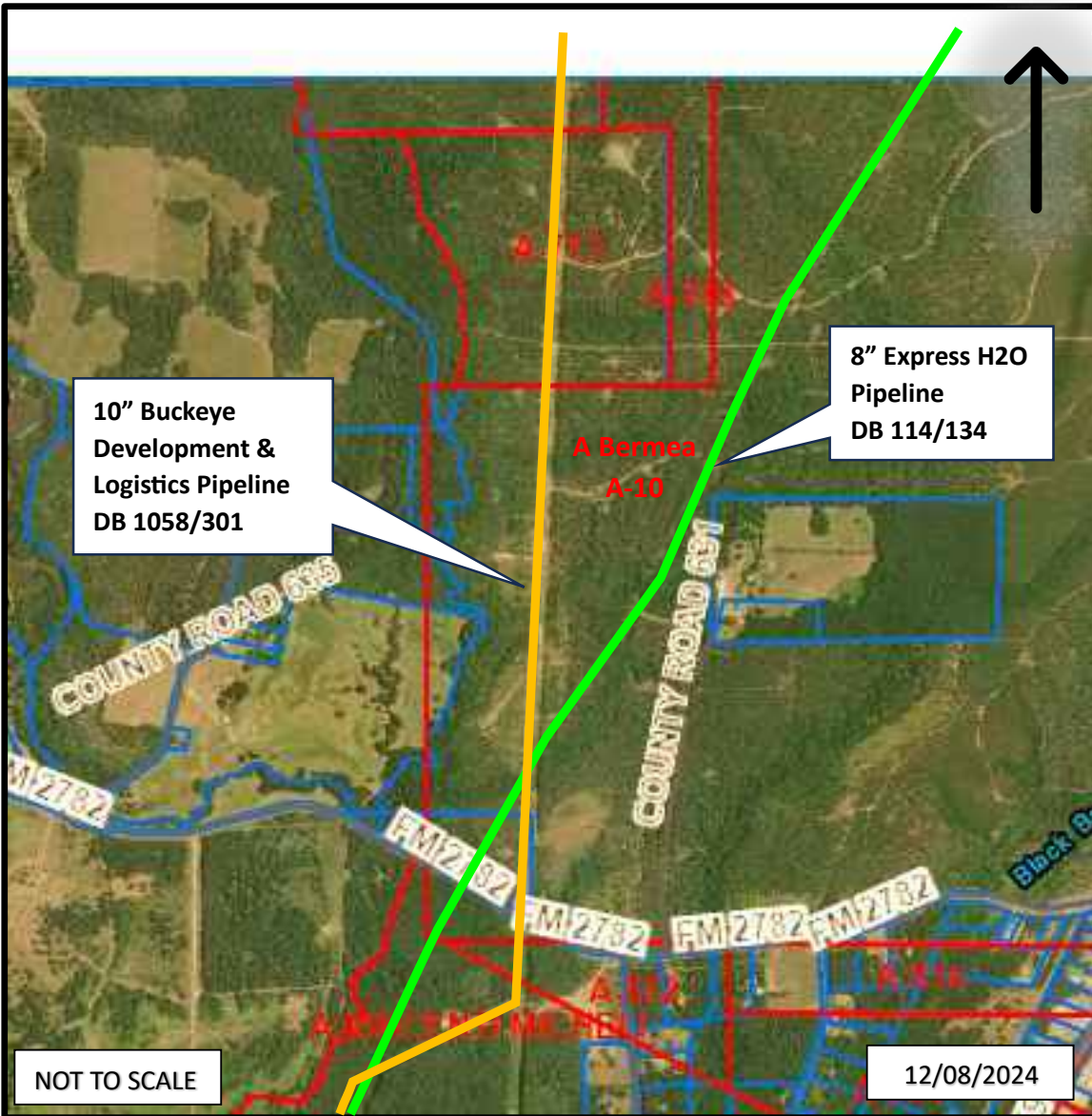
ABSTRACT	
EXPRESS H2O PIPELINE	
BUCKEYE PIPELINE	
OTHER PIPELINES	

NOTE: This map is provided for illustrative purposes only. Accuracy of the Texas Railroad Commission map has not been verified.





**EXPRESS H2O PIPELINE
ENCROACHMENT – LOCATION 1**
A BERMEA SURVEY A-10
NACOGDOCHES COUNTY, TX
Texas Railroad Commission Basemap



EXHIBIT B



LEGEND

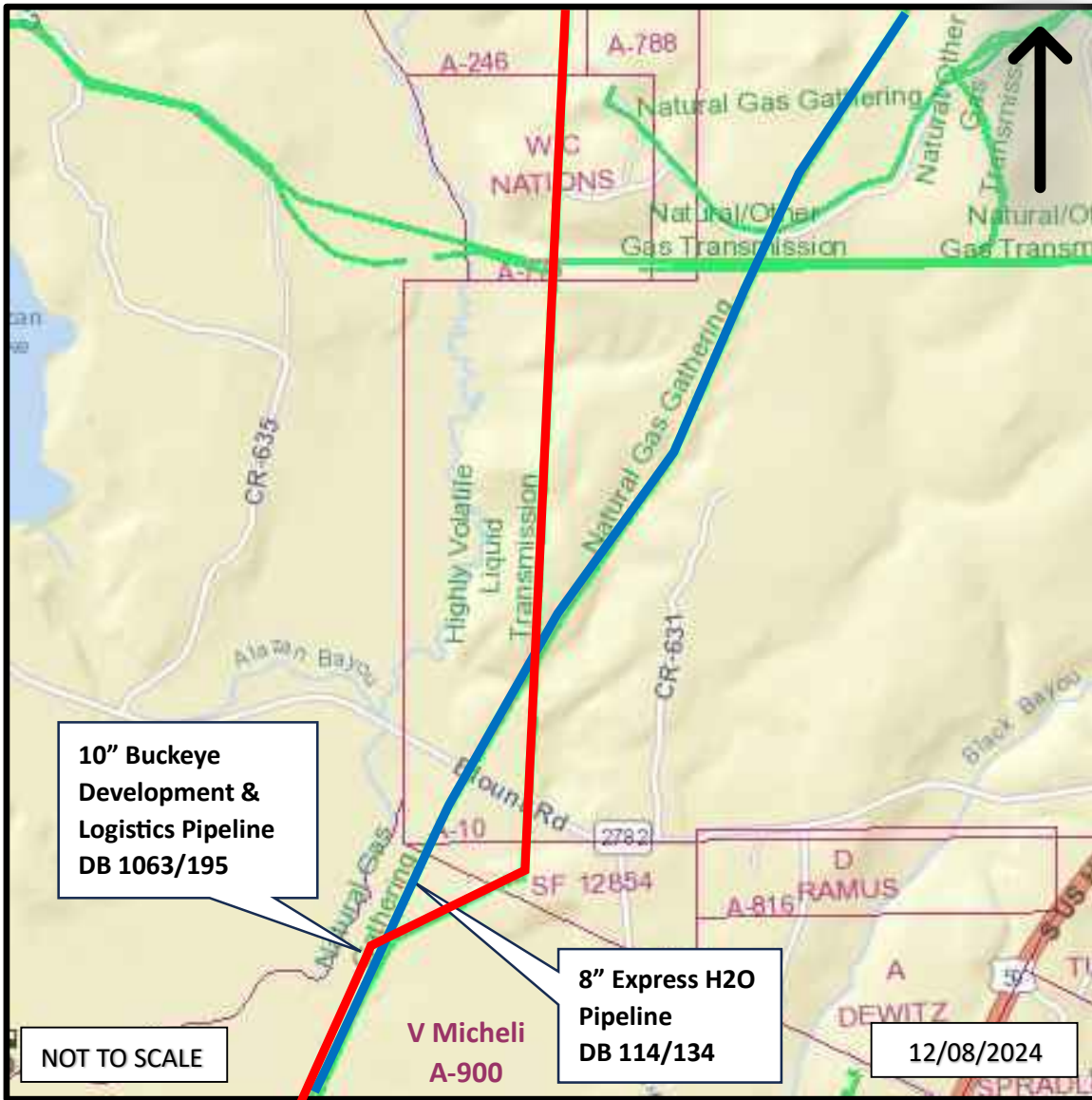
ABSTRACT	
TAX MAP PARCEL	
EXPRESS H2O PIPELINE	
BUCKEYE PIPELINE	

**EXPRESS H2O PIPELINE
ENCROACHMENT – LOCATION 1**
A BERMEA SURVEY A-10
NACOGDOCHES COUNTY, TX
Nacogdoches County CAD Basemap

NOTE: This map is provided for illustrative purposes only. Accuracy of the Nacogdoches County CAD map has not been verified.



EXHIBIT C



**10" Buckeye
Development &
Logistics Pipeline
DB 1063/195**

**8" Express H2O
Pipeline
DB 114/134**

NOT TO SCALE

12/08/2024

LEGEND

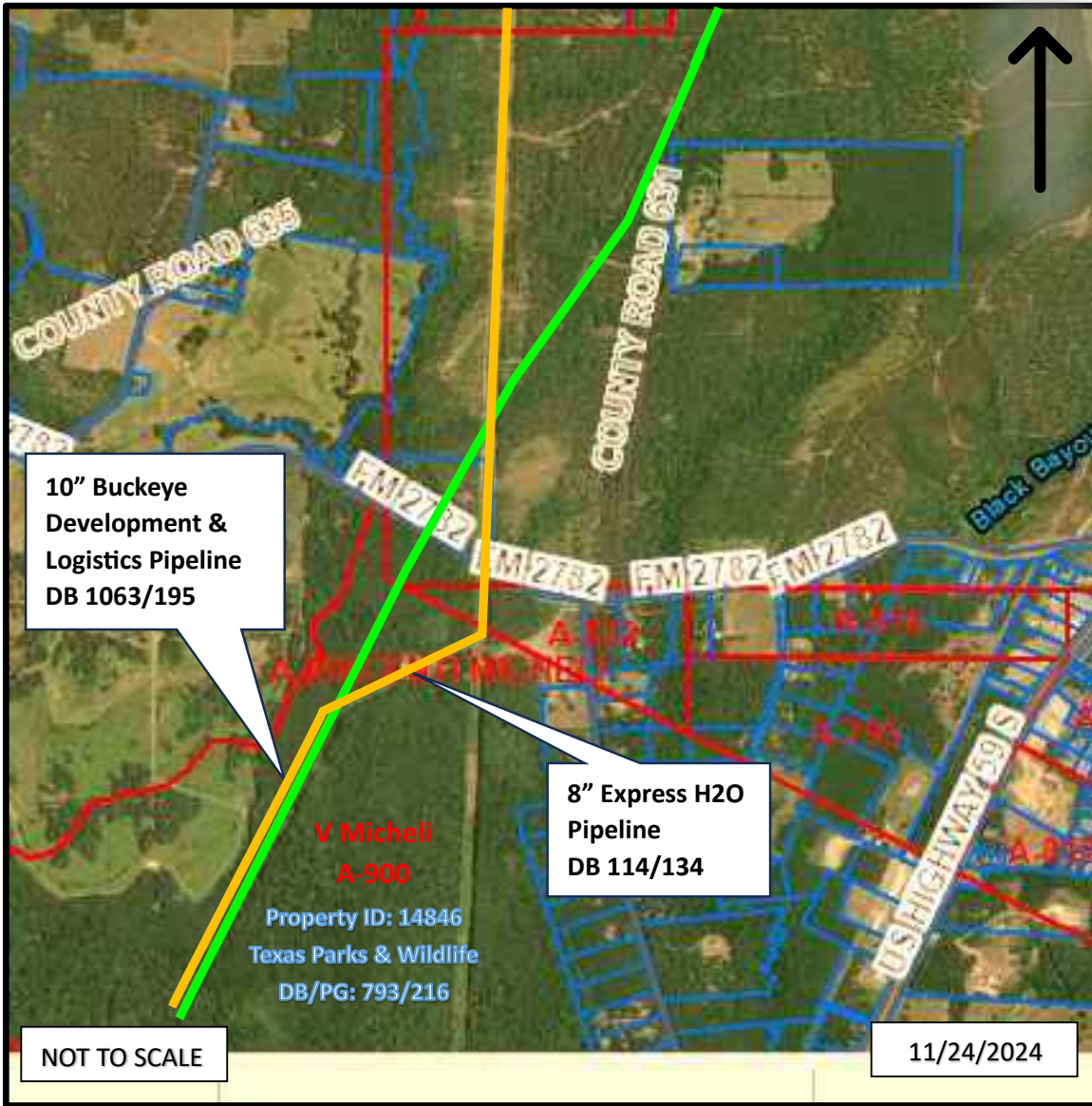
ABSTRACT	
EXPRESS H2O PIPELINE	
BUCKEYE PIPELINE	
OTHER PIPELINES	

**EXPRESS H2O PIPELINE
ENCROACHMENT – LOCATION 2**
V MICHELI SURVEY A-900
NACOGDOCHES COUNTY, TX
Texas Railroad Commission Basemap

NOTE: This map is provided for illustrative purposes only. Accuracy of the Texas Railroad Commission map has not been verified.



EXHIBIT D



LEGEND

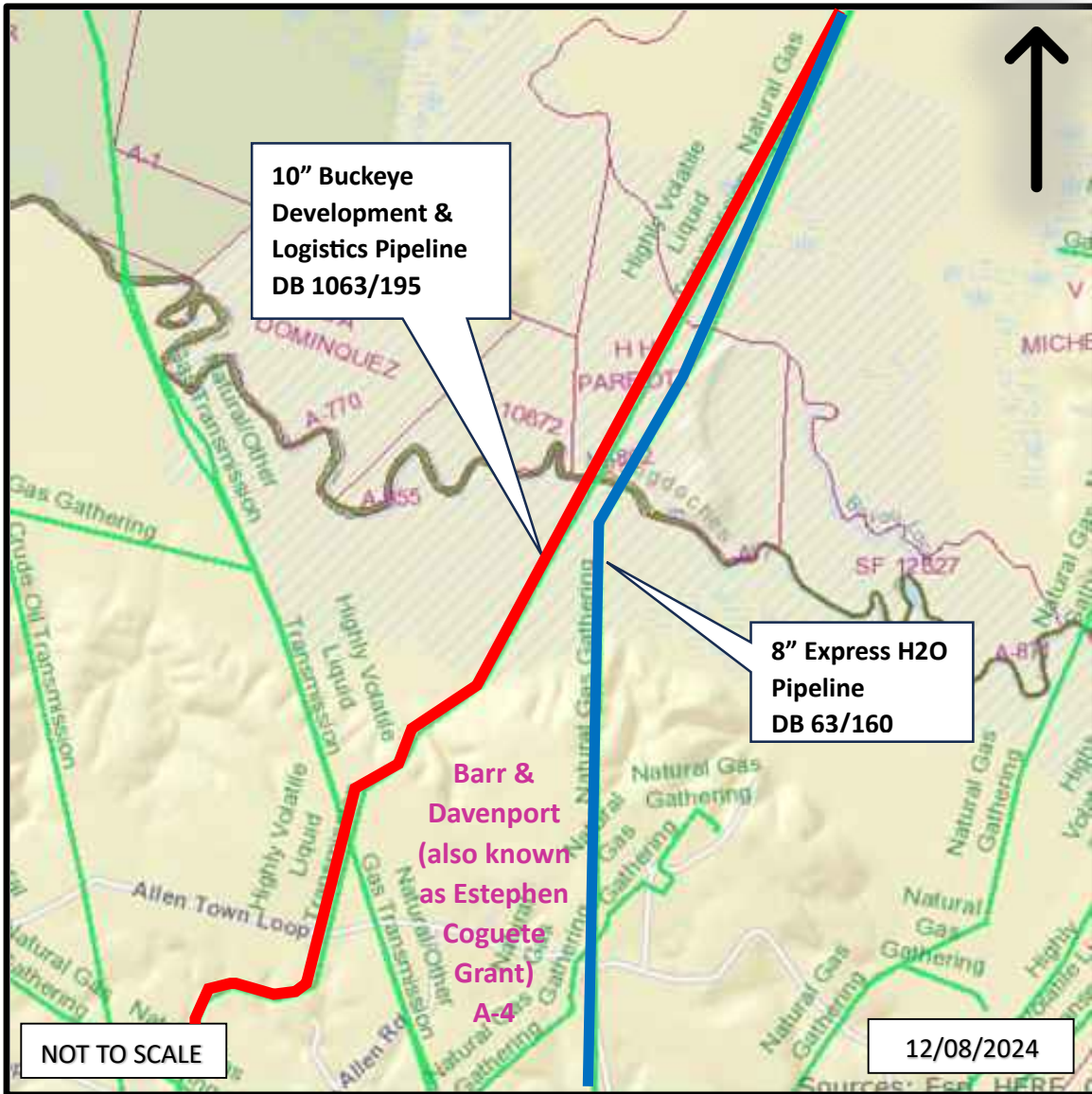
ABSTRACT	
TAX MAP PARCEL	
EXPRESS H2O PIPELINE	
BUCKEYE PIPELINE	

EXPRESS H2O PIPELINE ENCROACHMENT – LOCATION 2
V MICHELI SURVEY A-900
NACOGDOCHES COUNTY, TX
Nacogdoches County CAD Basemap

NOTE: This map is provided for illustrative purposes only. Accuracy of the Nacogdoches County CAD map has not been verified.



EXHIBIT E



LEGEND

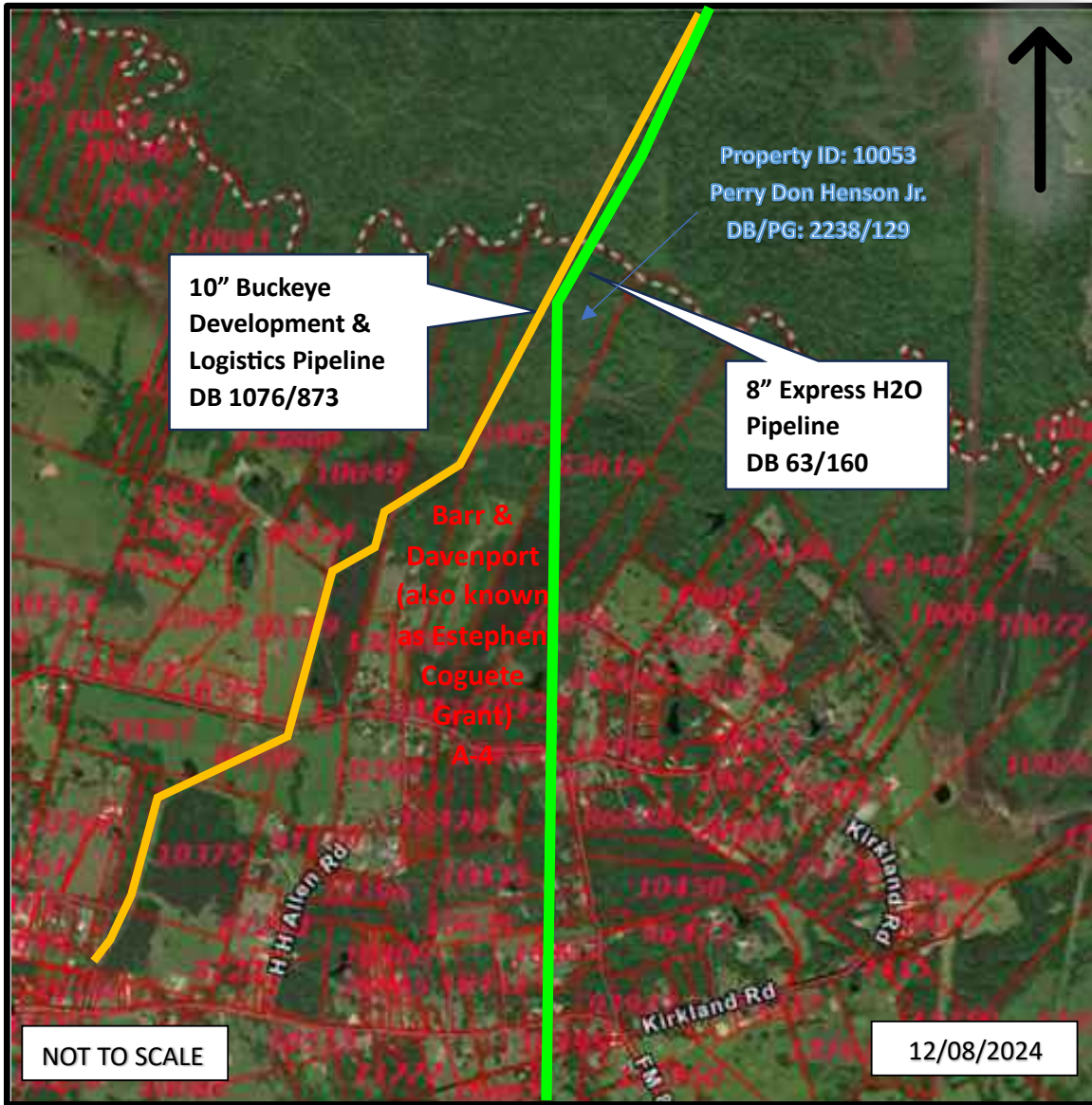
ABSTRACT	
EXPRESS H2O PIPELINE	
BUCKEYE PIPELINE	
OTHER PIPELINES	

EXPRESS H2O PIPELINE ENCROACHMENT – LOCATION 3
BARR & DAVENPORT
(ALSO KNOWN AS ESTEPHEN COGUETE GRANT)
ANGELINA COUNTY, TX
Texas Railroad Commission Basemap

NOTE: This map is provided for illustrative purposes only. Accuracy of the Texas Railroad Commission map has not been verified.



EXHIBIT F



LEGEND

ABSTRACT	
TAX MAP PARCEL	
EXPRESS H2O PIPELINE	
BUCKEYE PIPELINE	

**EXPRESS H2O PIPELINE
ENCROACHMENT – LOCATION 3**
BARR & DAVENPORT
(ALSO KNOWN AS ESTEPHEN COQUETE GRANT)
SURVEY A-4
ANGELINA COUNTY, TX

NOTE: This map is provided for illustrative purposes only. Accuracy of the Nacogdoches County CAD map has not been verified.



Exhibit F

**Nacogdoches County
Sandra "Sandy" Yates
Nacogdoches County Clerk**

Instrument Number: 2023 - 1331

eRecording - Real Property

Parties:

Parties:

Recorded On: February 23, 2023 02:26 PM

Number of Pages: 32

" Examined and Charged as Follows: "

Total Recording: \$146.00

******* 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: 2023-1331
Receipt Number: 20230223000038
Recorded Date/Time: February 23, 2023 02:26 PM
User: Jennifer A
Station: CLERK02

Record and Return To:

CSC GLOBAL



**STATE OF TEXAS
COUNTY OF NACOGDOCHES**

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of County, Texas.

Sandra "Sandy" Yates
Nacogdoches County Clerk
Nacogdoches County, TX

Sandra "Sandy" Yates

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY 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.

SPECIAL WARRANTY DEED

Date: February 12, 2023

Grantor: KRISJENN RANCH, L.L.C. – Series Pipeline ROW, a Texas series limited liability company

Grantor's Mailing Address:

Krisjenn Ranch, L.L.C. – Series Pipeline ROW
c/o Larry Wright, Manager
410 Spyglass
McQueeney, TX 78123
Guadalupe County

Grantee: EXPRESS H2O PIPELINE & ROW, L.L.C., a Texas limited liability company

Grantee's Mailing Address:

Express H2O Pipeline & ROW, L.L.C.
c/o Larry Wright, Manager
410 Spyglass
McQueeney, TX 78123
Guadalupe County

Consideration:

Membership interests in Grantee.

Property (including any improvements):

All of Grantor's right, title, and interest in and to the pipeline system and related facilities ("P-21 Pipeline"), rights-of-way, easements, permits, leases and other rights and properties situated in the State of Texas (the "ROW") that Grantor acquired by that certain Deed, Conveyance, Assignment, and Bill of Sale dated December 20, 2019 by and between TCRG East Texas Pipeline 1, LLC a Texas limited liability company, and Grantor attached

hereto as Exhibit A and incorporated herein by reference, and recorded under: (a) Instrument 2023-883, Official Public Records of Nacogdoches County, Texas; (b) Instrument No. 2020-00390181, Real Property Records of Angelina County, Texas; (c) Instrument No. 2020000150, Real Property Records of Shelby County, Texas; and (d) Instrument No. 0019469, Real Property Records of Rusk, County, Texas.

Reservations from Conveyance: None.

Exceptions to Conveyance and Warranty:

This conveyance is expressly made and accepted subject to all matters on the ground that a true and correct survey would reveal; all validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments; and all zoning laws, regulations and ordinances of municipal and/or other governmental authorities relating to the above described property; and taxes for "the present year", which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grant, Habendum, and Warranty:

Grantor for the Consideration and subject to the Reservations from Conveyance and Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging (including, without limitation, all permits, vested rights and related privileges with respect thereto, if any) to have and hold it to Grantee and Grantee's heirs, executors, administrators, successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof when the claim is by, through, or under Grantor but not otherwise, and except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

This instrument was administratively prepared by Granstaff, Gaedke & Edgmon, P.C. from information provided by the Grantor. No opinion as to title is made or should be construed from this instrument. Granstaff, Gaedke & Edgmon, P.C. has not examined the title to the subject property or otherwise investigated the accuracy of the information provided.

{Signature Page Follows}

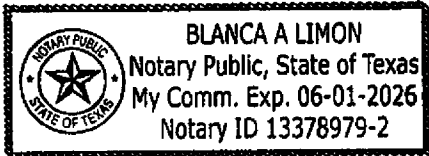
GRANTOR:

Larry M. Wright

KrisJenn Ranch, LLC, - Series Pipeline ROW
A Texas Limited Liability Company
Larry Wright, Manager

THE STATE OF TEXAS §
 §
COUNTY OF Bexar §

This instrument was acknowledged before me on February 22, 2023, by LARRY MICHAEL WRIGHT in the capacity stated.



Blanca

Notary Public for the State of Texas

AFTER RECORDING RETURN TO:

GRANSTAFF, GAEDKE & EDGMON, P.C.
c/o Michael H. Rodgers
5535 Fredericksburg Rd., Suite 110
San Antonio, Texas 78229
Tel: (210) 348-6600
Fax: (210) 366-0892

P:\WP2\Clients T-Z\Wright, Larry & Gwynne\Express H2O Pipeline & ROW, L.L.C\Deed - Special Warranty.docx

EXHIBIT "A"

**All the described pipelines taps, and other facilities owned by KrisJenn Ranch, LLC in the State of Texas as set forth on "Exhibit A" attached hereto and by this reference
(1 page: map)**

EXHIBIT "B-1"

**Shelby County, Texas
(10 pages)**

EXHIBIT "B-2"

**Rusk County, Texas
(1 page)**

EXHIBIT "B-3"

**Nacogdoches County, Texas
(9 pages)**

EXHIBIT "B-4"

**Angelina County, Texas
(1 page)**

EXHIBIT "B-5"

**Nacogdoches County, Texas
Exceptions as Noted in 1992 Tepco to Lancer Purchase Agreement
(2 pages)**

EXHIBIT "B-6"

**Nacogdoches, Rusk and Shelby County
Amendments, Release and New Rights of Ways and Easements Since Tepco to Lancer Sale
(3 pages)**

EXHIBIT "A"

Attached hereto and made a part of that certain
Purchase & Sale Agreement dated this ___ day of February, 2016, between The Express Gas
Pipeline, LP and Longbranch Energy, LP

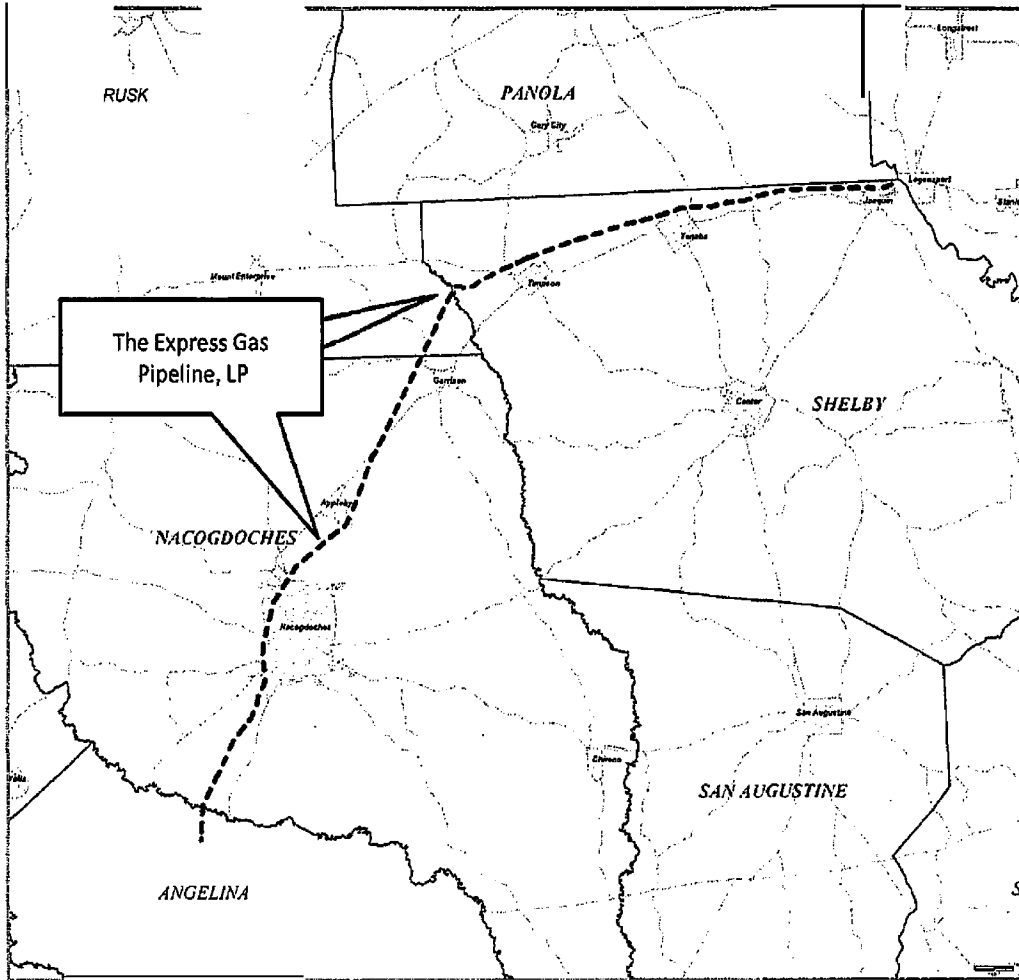


EXHIBIT "B-1"

Attached hereto and made a part of that certain
Purchase & Sale Agreement dated this 14th 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
		Gulf Pipe Line Co. and Gulf Production Co.		
01/27/14	E.W. Cockrell		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

EXHIBIT "B-1"

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Purchase & Sale Agreement dated this 14th 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

EXHIBIT "B-1"

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Purchase & Sale Agreement dated this 14th 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. Sholar	Gulf Pipe Line Co.	79	613
02/19/14	Whiddon, J.E., Gdn. for his two minor children Mary Etta Whiddon & James Floyd 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

EXHIBIT "B-1"

Attached hereto and made a part of that certain
Purchase & Sale Agreement dated this 14th 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

EXHIBIT "B-1"

Attached hereto and made a part of that certain
Purchase & Sale Agreement dated this 14th day of August, 2017, between The Express
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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Purchase & Sale Agreement dated this 14th day of August, 2017, between The Express
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

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Purchase & Sale Agreement dated this 14th day of August, 2017, between The Express
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

EXHIBIT "B-1"

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Purchase & Sale Agreement dated this 14th 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

EXHIBIT "B-1"

Attached hereto and made a part of that certain
Purchase & Sale Agreement dated this 14th 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

EXHIBIT "B-1"

Attached hereto and made a part of that certain
Purchase & Sale Agreement dated this 14th day of August, 2017, between The Express
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 & Santa Fe R.R. Co. and Gulf Refining Co.	Texas Eastern Transmission Corp.		
09/29/71	Texas Hwy. Dept.	Texas Eastern Transmission Corp.		

EXHIBIT "B-2"

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

Rusk County, Texas

<u>Date</u>	<u>Grantor</u>	<u>Grantee</u>	<u>Book</u>	<u>Page</u>
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

EXHIBIT "B-3"

Attached hereto and made a part of that certain
Purchase & Sale Agreement dated this 14th 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. Strode	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 Hinjosa, 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. Evans, 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

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

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	628
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. Hart, Ind. and as Attorney in fact	Gulf Pipe Line Co. & Gulf Production Co.	110	619

EXHIBIT "B-3"

Attached hereto and made a part of that certain
Purchase & Sale Agreement dated this 14th day of August, 2017, between The Express
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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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

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

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

EXHIBIT "B-3"

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

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

EXHIBIT "B-3"

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

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

EXHIBIT "B-4"

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

Angelina County, Texas

<u>Date</u>	<u>Grantor</u>	<u>Grantee</u>	<u>Book</u>	<u>Page</u>
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

EXHIBIT "B-5"

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

**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

EXHIBIT "B-5"

Attached hereto and made a part of that certain
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("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 14th 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.

EXHIBIT "B-6"

Attached hereto and made a part of that certain
Purchase & Sale Agreement dated this 14th 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 14th 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.

Nacogdoches County
June Clifton
Nacogdoches County Clerk
Nacogdoches, Texas 75961



70 2018 00004273

Instrument Number: 2018-4273

Recorded On: June 04, 2018 As
Recording

Parties: BLACK DUCK PROPERTIES LLC
To TCRG EAST TEXAS PIPELINE 1 LLC

Billable Pages: 39
Number of Pages: 40

Comment: DEED CONVEYANCE ASSIGNMNT

(Parties listed above are for Clerks reference only)

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

Recording 178.00
Total Recording: 178.00

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

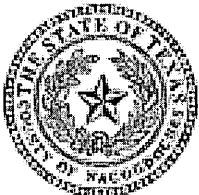
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2018-4273
Receipt Number: 123824
Recorded Date/Time: June 04, 2018 04:24:04P
Book-Vol/Pg: BK-OPR VL-4762 PG-81
User / Station: S Barrueta - Cashier Station 01

Record and Return To:

ALBERT CARRILLO LLC
620 KING ST
NACOGDOCHES TX 75961



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



DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE

BLACK DUCK PROPERTIES, LLC, a Texas limited liability company, doing business at 410 Spyglass Road, McQueney, Texas 78123 ('Assignor') for the payment of Ten and no/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged and subject to the terms and conditions hereof, hereby grants, sells, assigns, and conveys to TCRG East Texas Pipeline 1, LLC, a Texas limited liability company ('Assignee'), 5201 Camp Bowie Blvd., Suite 200, Fort Worth, Texas 76107 all of Assignor's right, title and interest in and to 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 Black Duck Properties, LLC acquired by:

- (i) Deed, Conveyance and Assignment dated August 14, 2017 from The Express Pipeline, LLC to Black Duck Properties, LLC and being recorded under Instrument No. 2017-00355856 in the Real Property Records of Angelina County, Texas; previously acquired by The Express Pipeline LLC by Deed, Conveyance and Assignment from TE Products Pipeline Company, LP, (TEPCO) to Lancer Resources Company recorded at Volume 889, Page 40 of the Official Public Records of Angelina County, Texas, and by Correction Deed, Conveyance and Assignment from Lancer Resources, LP, to The Express Gas Pipeline, LP, recorded as Document Number 2009-00252651 of the Official Public Records of Angelina County, Texas;
- (ii) Deed, Conveyance and Assignment dated August 14, 2017 from The Express Pipeline, LLC to Black Duck Properties, LLC and being recorded at Volume 4631, Page 232 of the Real Property Records of Nacogdoches, Texas, previously acquired by The Express Pipeline LLC from TE Products Pipeline Company, LP, (TEPCO) to Lancer Resources Company recorded at Volume 824, page 29 of the Real Property Records of Nacogdoches County, Texas and by Correction Deed, Conveyance and Assignment from Lancer Resources, LP, to The Express Gas Pipeline, LP, recorded as recorded as Document Number 133189 in Volume 3001, Page 80 of the Real Property Records of Nacogdoches County, Texas;
- (iii) Deed, Conveyance and Assignment dated August 14, 2017 from The Express Pipeline, LLC to Black Duck Properties, LLC and being recorded in Instrument No. 2017002756 of the Real Property Records of Shelby County, Texas, previously acquired by The Express Pipeline, LLC by Deed, Conveyance and Assignment from TE Products Pipeline Company, LP,(TEPCO) to Lancer Resources Company recorded at Volume 742, page 72 of the Real Property Records of Shelby County, Texas and that The Express Pipeline Connection, LLC acquired by Deed, Conveyance and Assignment from TE Products Pipeline Company, LP,(TEPCO) to Lancer Resources Company recorded as Document Number 20090000958 the Real Property Records of Shelby County, Texas and recorded at Volume 742, page 72 of the Real Property Records of Shelby County, Texas; and

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

- (iv) Deed, Conveyance and Assignment dated August 14, 2017 from The Express Pipeline, LLC to Black Duck Properties, LLC and being recorded in Volume 3522, Page 466 of the Official Records of Shelby County, Texas, previously acquired by Correction Deed, Conveyance and Assignment from Lancer Resources, LP, to The Express Gas Pipeline, LP, recorded as Document Number 2009-00252651 in the Official Public Records of Angelina County, Texas at Volume 2911, Page 596 of the Real Property Records of Rusk County, Texas.

(collectively referred to herein as the "Express Pipeline") as identified on Exhibit "A" forming fifty-three (53) right of way tracts of land through sixty-five (65) (+- five (5) miles) contiguous miles of rights of way as identified on Exhibit "A-1" (the "ROWs") comprised of easements to permit the construction of a substitute pipeline for the transportation of water across any portion of the ROWs together with all improvements and fixtures thereon, if any, and all easements, rights-of-way, licenses, interests, rights, and appurtenances to the extent appertaining, if any.

II.

All of the following described pipelines, taps and other facilities owned by Black Duck Properties, LLC in the State of Texas as set forth on Exhibits "A" and "A-1" attached hereto and by this reference made a part hereof.:

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

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

**III.
RIGHTS-OF-WAY, EASEMENTS AND PERMITS**

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

IV.

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

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 TCRG East Texas Pipeline 1, LLC, its successors and assigns forever; and Black Duck Properties, LLC does hereby bind itself and its successors to warrant specially and forever defend the same unto said TCRG East Texas Pipeline 1, LLC, its successors and assigns, against every person whomsoever claiming or to claim the same, or any part thereof, by, through or under the Black Duck Properties, LLC, 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 interest and other conditions of title or encumbrances of whatever nature, to the extent such matters are pf record in Angelina, Nacogdoches, Rusk and Shelby Counties, in Texas and to all matters that are a current survey or visual inspection would reflect.

V.

Black Duck Properties, LLC is hereby sold, transferred, assigned, conveyed and delivered to TCRG East Texas Pipeline 1, 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 PRECEDING SENTENCE AND IN ADDITION TO ANY DISCLAIMERS SET FORTH IN THE PURCHASE AND SALE AGREEMENT, BLACK DUCK PROPERTIES, LLC 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 BLACK DUCK PROPERTIES, LLC OR ANY OF ITS AFFILIATES ON ANY PATENT OR PROPERTY RIGHT OF ANY THIRD PARTY; AND (ii) NEGATES ANY RIGHTS OF TCRG EAST TEXAS PIPELINE 1, LLC UNDER STATUTES OR AT COMMON LAW TO CLAIM DIMINUTION OF CONSIDERATION AND ANY CLAIMS BY TCRG EAST TEXAS PIPELINE 1, LLC FOR DAMAGES BECAUSE OF REDHIBITORY VICES OR DEFECTS, WHETHER KNOWN OR UNKNOWN, IT BEING THE INTENTION OF TCRG EAST TEXAS PIPELINE 1, LLC AND BLACK DUCK PROPERTIES, LLC THAT THE SUBJECT ASSETS ARE TO BE CONVEYED IN THEIR PRESENT CONDITION AND STATE OF REPAIR OR DISREPAIR.

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

VI.

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 3 day of April 2018. 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.

EXECUTED to be effective for all purposes as of the Effective Time.

ASSIGNOR:

Black Duck Properties, LLC, a Texas limited liability company

By: Larry Wright
Larry Wright, Its Sole Manager

ASSIGNEE:

TCRG East Texas Pipeline 1, LLC, a Texas limited liability company

By: Robert L. Patton, Jr.
Robert L. Patton, Jr., Its Sole Manager

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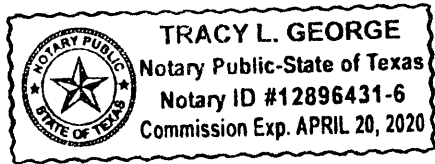
ACKNOWLEDGEMENTS

STATE OF TEXAS)
) ss.
COUNTY OF Mexia)

Be it known, that on this 3 day of April, 2018, before me, the undersigned authority, personally came and appeared Larry Wright to me personally known and known by me to be the person whose genuine signature is affixed to the foregoing document, who signed said document before me and who acknowledged, in my presence, that he signed the above foregoing document as his own free act and deed and for the uses and purposes therein set forth and apparent.

In witness whereof, the said appeared has signed these presents and I have hereunto affixed my hand and seal on the day and date first above written.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this April 3 2018.



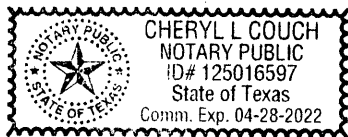
Tracy L. George
Notary Public in and for the State of Texas
Commission Expires: 4-20-20
(Seal)

STATE OF TEXAS)
) ss.
COUNTY OF Tarrant)

Be it known, that on this 3 day of April, 2018, before me, the undersigned authority, personally came and appeared Robert L. Patton, Jr. to me personally known and known by me to be the person whose genuine signature is affixed to the foregoing document, who signed said document before me and who acknowledged, in my presence, that he signed the above foregoing document as his own free act and deed and for the uses and purposes therein set forth and apparent.

In witness whereof, the said appeared has signed these presents and I have hereunto affixed my hand and seal on the day and date first above written.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this April 3 2018.



Cheryl L. Couch
Notary Public in and for the State of Texas

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

PLEASE RETURN RECORDED INSTRUMENT TO:

TCRG East Texas Pipeline 1, LLC,
Attn: General Counsel
5201 Camp Bowie Blvd., Suite 200
Fort Worth, Texas 76107
Telephone: 817-626-9898
Telecopier: 817-624-1374

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

Page 8

EXHIBIT 'A'
TO DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE

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DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

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	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

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

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DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

Page 11

Shelby County, Texas

02/18/14	F.M. Whiteside; et ux.	Gulf Pipe Line Co.	79	551
02/19/14	J.D. Sholar	Gulf Pipe Line Co.	79	613
02/19/14	Whiddon, J.E., Gdn. for his two minor children Mary Etta Whiddon & James Floyd 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	458

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

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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

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.



DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

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

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

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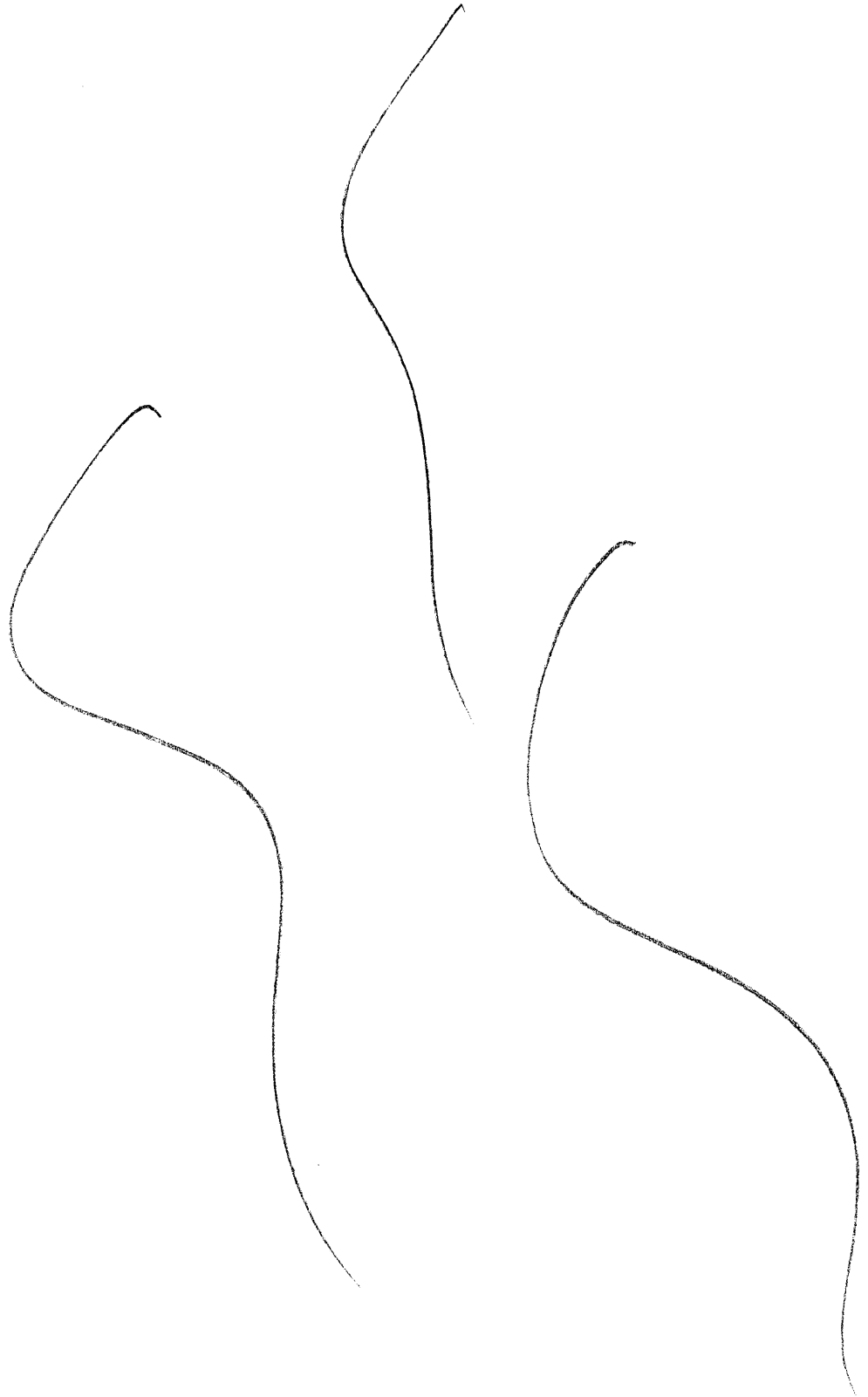
DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

Page 17

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. Bou and 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

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

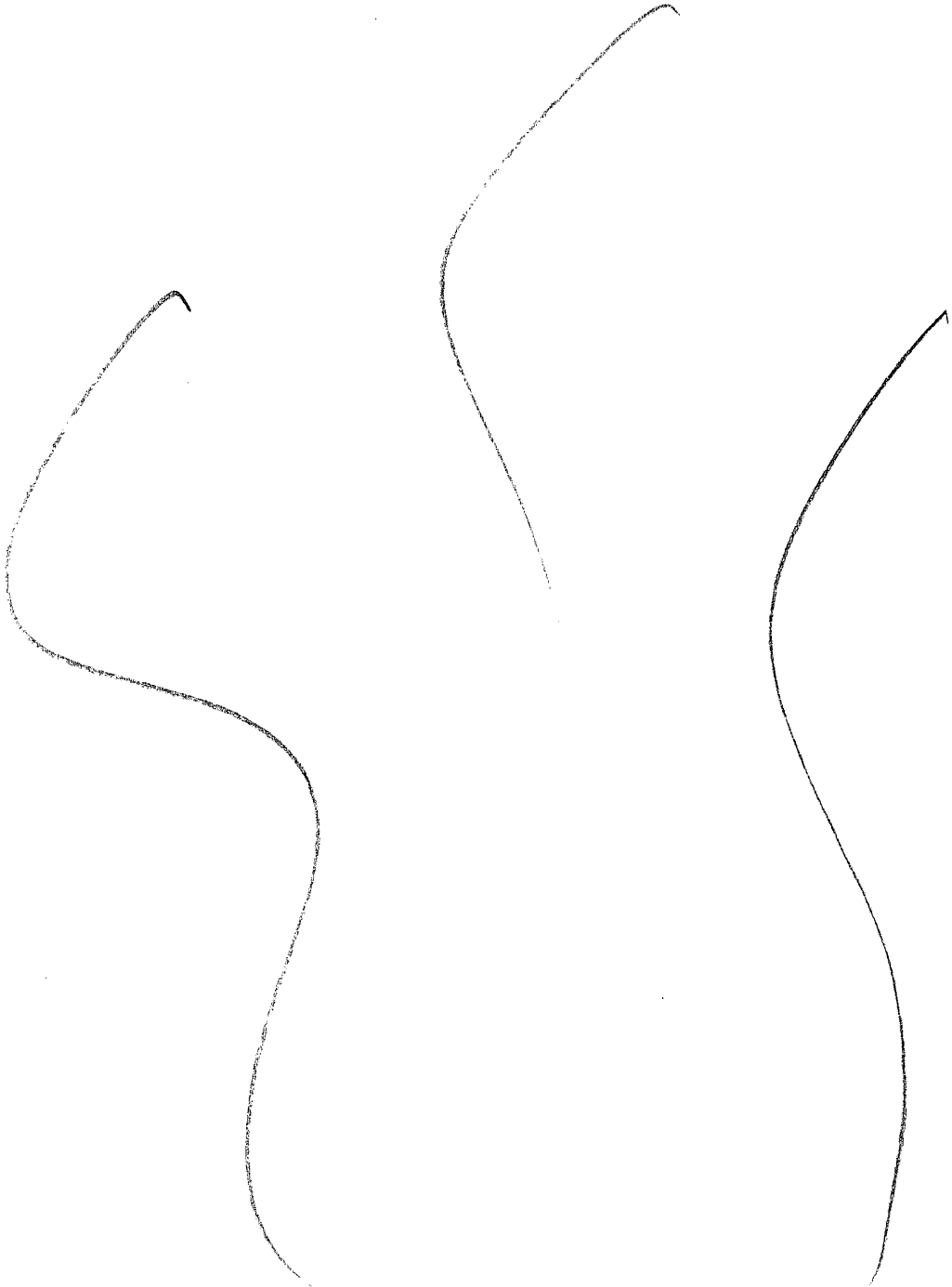


DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

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

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

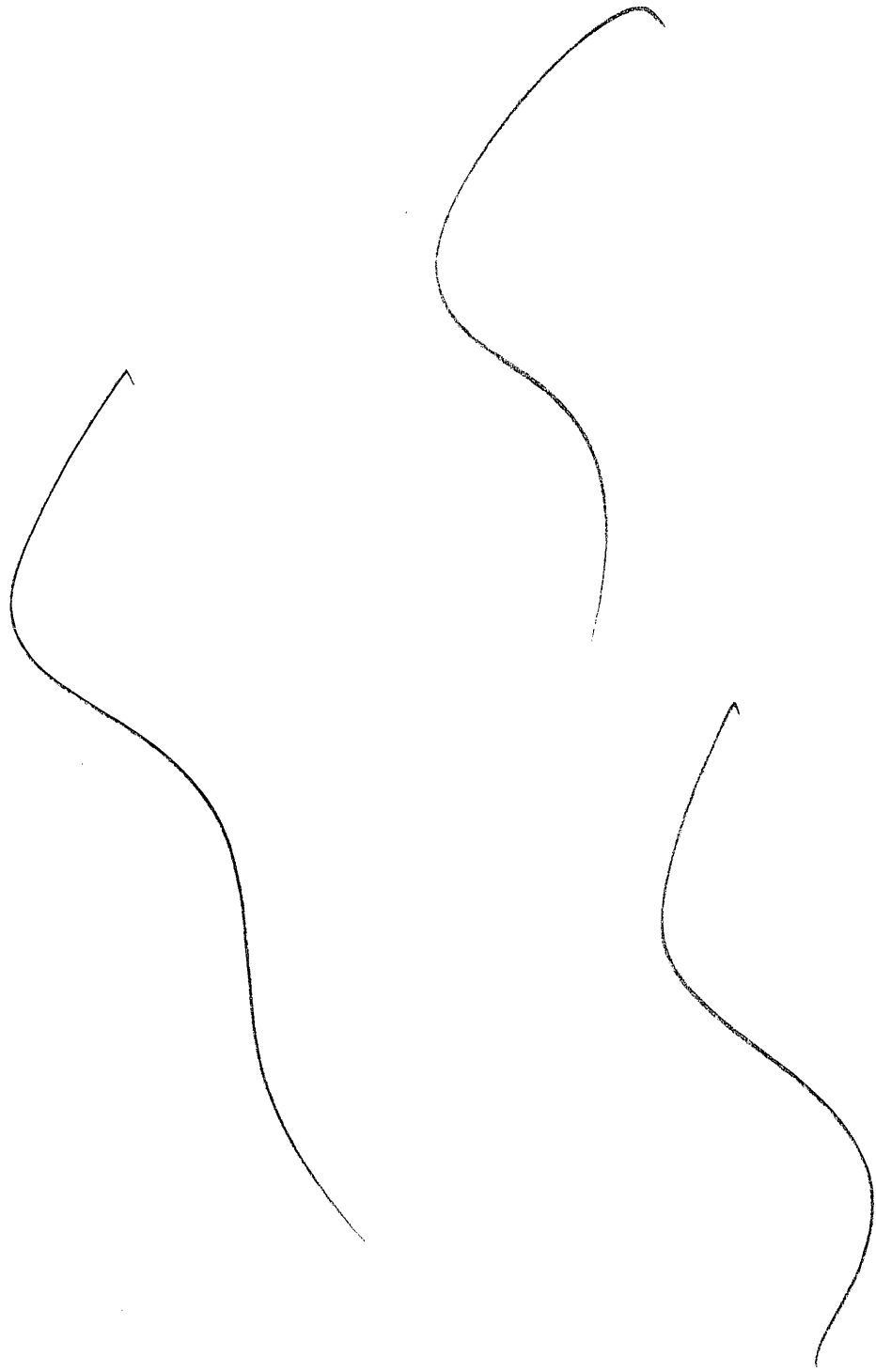


DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

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. Shotar, 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. Shotar, 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

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.



DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

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
05/18/25	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

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

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. Skellon, 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
07/08/24	Jack Garrison, et ux.	Gulf Pipe Line Co. & Gulf Production Co.	123	634
10/26/42	S.M. Adams	Gulf Refining Co. & Gulf Oil Co.	360	190

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

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 & Santa Fe R.R. Co. and Gulf Refining Co.	Texas Eastern Transmission Corp.		
09/29/71	Texas Hwy. Dept.	Texas Eastern Transmission Corp.		

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

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. Mellon, 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. Strode	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. Hart, et ux.	Gulf Pipeline Co.	74	8
07/04/10	Angelina County Lumber Co.	Gulf Pipeline Co.	72	634
07/04/10	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 Hinjosa, 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. Sumrners	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. Evans, 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

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

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

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

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 BeBlazzeon	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. Strobe	Gulf Pipe Line Co. & Gulf Production Co.	110	601
06/23/24	Mrs. M.I. Strobe	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

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

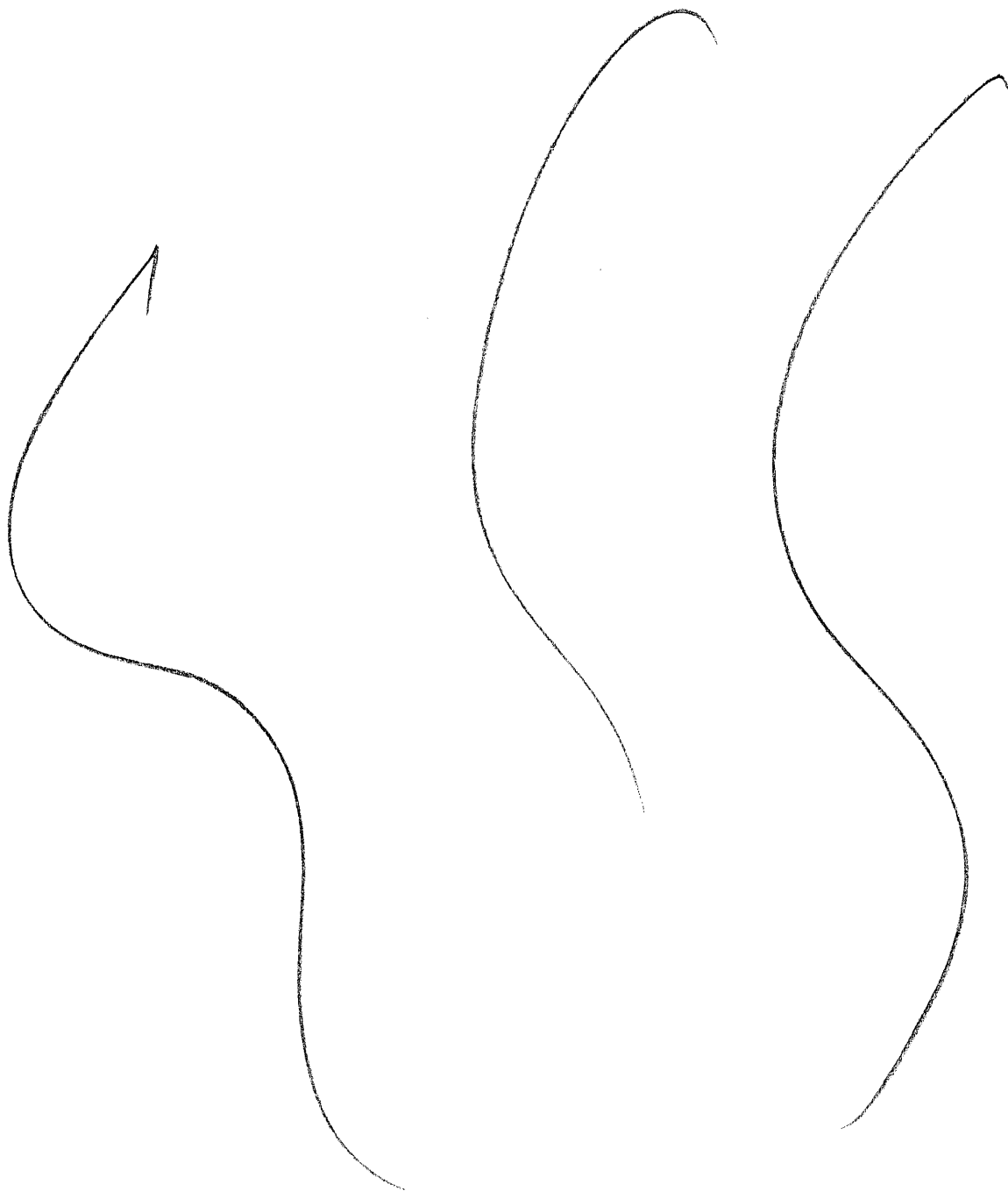
DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

Page 30

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

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.



DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

Nacogdoches County, Texas

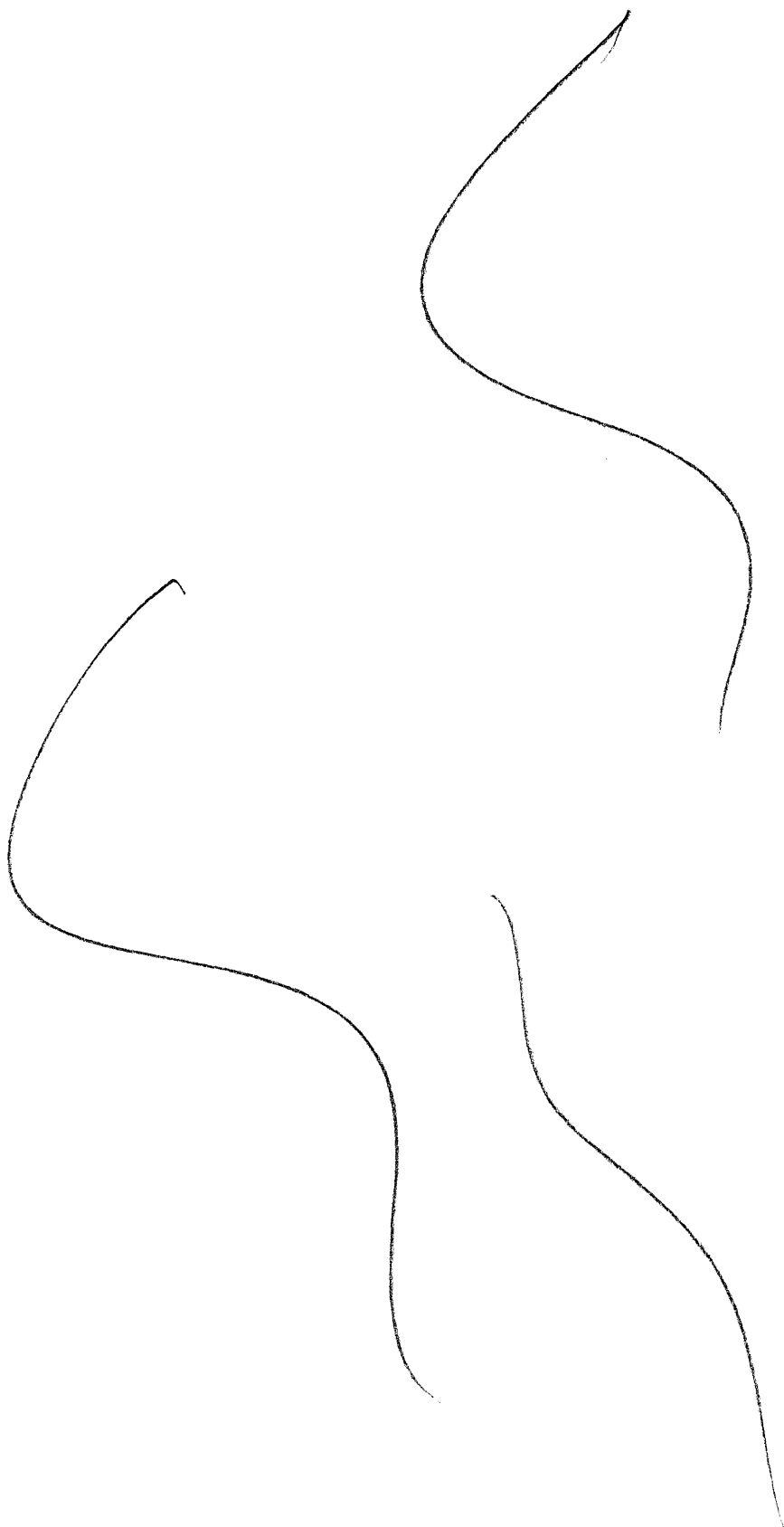
04/28/25	G.W. Tillery, Jr.	Gulf Pipe Line Co. & Gulf Production Co.	114	131
04/29/25	Mrs. F.W. Halacher	Gulf Pipe Line Co. & Gulf Production Co.	114	135
04/30/25	Itasca P. Blount	Gulf Pipe Line Co. & Gulf Production Co.	114	132
05/05/25	J. Thos. Hall	Gulf Pipe Line Co. & Gulf Production Co.	114	168
05/07/25	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. Garrahd et ux.	Gulf Pipe Line Co. & Gulf Production Co.	114	193

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

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 Curi	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. Parlin, 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. Biount	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

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.



DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

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. Strobe	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

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

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. Sulton, 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

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

Nacogdoches County, Texas

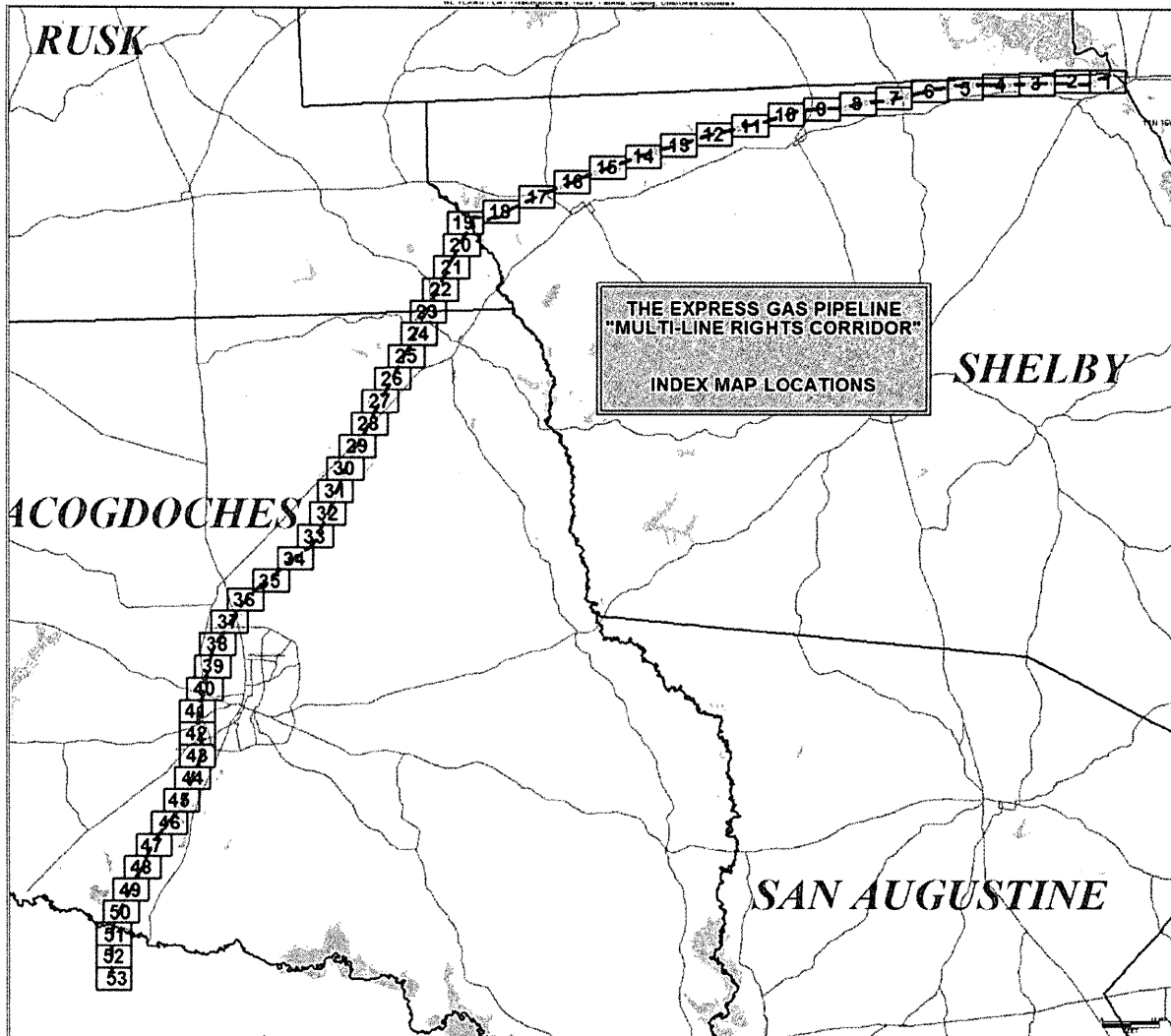
05/29/81	Lenvel Standland, et al.	Texas Eastern Transmission Corp.	465	124
02/16/83	Big Red Enterprises, Inc.	Texas Eastern Transmission Corp.	485	211
02/21/83	Glenn Layton	Texas Eastern Transmission Corp.	485	205
03/03/83	East Texas Portable Building Co.	Texas Eastern Transmission Corp.	485	200

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

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

EXHIBIT 'A-1'



DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

**Nacogdoches County
June Clifton
Nacogdoches County Clerk**

Instrument Number: 163

eRecording - Real Property

Parties:

Parties:

Recorded On: January 08, 2020 03:34 PM

Number of Pages: 45

" Examined and Charged as Follows: "

Total Recording: \$198.00

******* 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: 163
Receipt Number: 20200108000027
Recorded Date/Time: January 08, 2020 03:34 PM
User: JENNIFER A
Station: CLERK02

Record and Return To:

eRexchange



**STATE OF TEXAS
COUNTY OF NACOGDOCHES**

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of County, Texas.

June Clifton
Nacogdoches County Clerk
Nacogdoches County, TX

A handwritten signature in cursive script that reads "June Clifton".

DEED, CONVEYANCE, ASSIGNMENT, AND BILL OF SALE

TCRG East Texas Pipeline 1, LLC, a Texas limited liability company, doing business at 5201 Camp Bowie Blvd., Suite 200, Fort Worth, Texas 76107 (“Assignor”), for the payment of Ten and no/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, and subject to the terms and conditions hereof, hereby grants, sells, assigns, and conveys to KrisJenn Ranch, LLC-Series Pipeline ROW, a Texas series limited liability company (“Assignee”), all of Assignor’s right, title, and interest in and to the pipeline system and related facilities (“P-21 Pipeline”), rights-of-way, easements, permits, leases, and other rights and properties situated in the State of Texas (the “ROW”) that Assignor acquired by that certain Deed, Conveyance, Assignment, and Bill of Sale dated April 3, 2018 by and between Black Duck Properties, LLC, a Texas limited liability company, and Assignor attached hereto as Exhibit A and incorporated herein by reference, and recorded under: (a) Instrument 2018-4273, Official Public Records of Nacogdoches County, Texas; (b) Instrument No. 2018-00370530, Real Property Records of Angelina County, Texas; (c) Instrument No. 2018-002769, Real Property Records of Shelby County, Texas; and (d) Instrument No. 0019469, Real Property Records of Rusk County, Texas.

TO HAVE AND TO HOLD all of the premises, rights, and properties, together with all and singular rights, privileges, hereditaments, and appurtenances belonging to or in any way appertaining to any or all of the premises, rights, or properties described and hereby conveyed by Assignor to Assignee, its successors and assigns forever (collectively, the “Property”); and Assignor does hereby bind itself and its successors to warrant specially and forever defend the same unto Assignee, its successors and assigns against every person claiming or to claim the same, or any part thereof, by, through or under Assignor but not otherwise. This Deed, Conveyance, Assignment, and Bill of Sale and all conveyances and transfer 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 interest, and other conditions of title or encumbrances of whatever nature, to the extent such matters are of record in Angelina County, Nacogdoches County, Rusk County, and Shelby County in Texas and to all other matters that a current survey or visual inspection would reflect.

The Property is hereby sold, transferred, assigned, conveyed, and delivered to Assignee without recourse (even as to the return of the purchase price), and without covenant or warranty of a any kind, written, oral, express, implied, or statutory except as otherwise provided in the Compromise Settlement Agreement dated November 11, 2019 by and between Assignor, Assignee, and certain other third parties (the “Comprise Agreement”). WITHOUT LIMITATION OF THE GENERALITY OF THE IMMEDIATELY PRECEEDNG SENTENCE AND IN ADDITION TO ANY DISCLAIMERS SET FORTH IN THE COMPROMISE AGREEMENT, ASSIGNOR 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 ASSIGNOR OR ANY OF ITS AFFILIATES ON ANY PATENT OR PROPERTY RIGHT OF ANY THIRD PARTY; AND (II) NEGATES ANY RIGHTS OF ASSIGNEE UNDER STATUTES OR AT COMMON LAW TO CLAIM DIMINUTION OF CONSIDERATION AND ANY CLAIMS BY ASSIGNEE FOR DAMAGES, BECAUSE OF REDHIBITORY VICES OR DEFECTS, WHETHER KNOWN OR UNKNOWN, IT BEING THE INTENTION OF ASSIGNOR AND ASSIGNEE THAT THE SUBJECT ASSETS ARE TO BE CONVEYED IN THEIR PRESENT CONDITION AND STATE OF REPAIR OR DISREPAIR.

IN WITNESS HEREOF, this Deed, Conveyance, Assignment, and Bill of Sale is being executed in counterparts all of which are identical on the dates shown below but effective as of 12:01 AM on December 20, 2019 (the "Effective Date"). Each of such counterparts shall for all purposes be deemed to be an original, provided all of such counterparts shall together constitute one of the same instrument.

EXECUTED to be effective for all purposes on the Effective Date.

ASSIGNOR: TCRG East Texas Pipeline 1, LLC, a Texas limited liability company

By: Texas Capitalization Resource Group, Inc.,
a Texas corporation, Manager

By: 
Robert L. Patton, Jr., President

ASSIGNEE: KrisJenn Ranch, LLC-Series Pipeline ROW, a Texas series limited liability company

By: _____
Larry Wright, Its Manager

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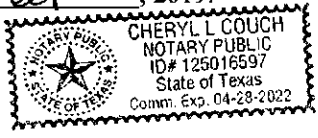
ACKNOWLEDGEMENTS

STATE OF TEXAS §
COUNTY OF TARRANT §

Be it known, that on December 20th, 2019, before me, the undersigned authority, personally came and appeared Robert L. Patton, Jr. to me personally known and known by me to be the person whose genuine signature is affixed to the foregoing document, who signed said document before me and who acknowledged, in my presence, that he signed the above foregoing document as his own free act and deed and for the uses and purposes therein set forth and apparent.

In witness whereof, the said appeared has signed these presents and I have hereunto affixed my hand and seal on the day and date first above written.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20th day of December, 2019.
Notary Public in and for the State of Texas
Commission Expires: 04/23/2022
(Seal)



STATE OF TEXAS §
COUNTY OF BEXAR §

Be it known, that on December ____, 2019, before me, the undersigned authority, personally came and appeared Larry Wright to me personally known and known by me to be the person whose genuine signature is affixed to the foregoing document, who signed said document before me and who acknowledged, in my presence, that he signed the above foregoing document as his own free act and deed and for the uses and purposes therein set forth and apparent.

In witness whereof, the said appeared has signed these presents and I have hereunto affixed my hand and seal on the day and date first above written.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of ____, 2019.

Notary Public in and for the State of Texas
Commission Expires: _____

PLEASE RETURN RECORDED INSTRUMENT TO:

KrisJenn Ranch, LLC-Series Pipeline ROW
Attn: Larry Wright
410 Spyglass Road
McQueeney, Texas 78123

DEED, CONVEYANCE, ASSIGNMENT, AND BILL OF SALE.

PARTICULAR PURPOSE) OR (B) ANY INFRINGEMENT BY ASSIGNOR OR ANY OF ITS AFFILIATES ON ANY PATENT OR PROPERTY RIGHT OF ANY THIRD PARTY; AND (II) NEGATES ANY RIGHTS OF ASSIGNEE UNDER STATUTES OR AT COMMON LAW TO CLAIM DIMINUTION OF CONSIDERATION AND ANY CLAIMS BY ASSIGNEE FOR DAMAGES, BECAUSE OF REDHIBITORY VICES OR DEFECTS, WHETHER KNOWN OR UNKNOWN, IT BEING THE INTENTION OF ASSIGNOR AND ASSIGNEE THAT THE SUBJECT ASSETS ARE TO BE CONVEYED IN THEIR PRESENT CONDITION AND STATE OF REPAIR OR DISREPAIR.

IN WITNESS HEREOF, this Deed, Conveyance, Assignment, and Bill of Sale is being executed in counterparts all of which are identical on the dates shown below but effective as of 12:01 AM on December __, 2019 (the "Effective Date"). Each of such counterparts shall for all purposes be deemed to be an original, provided all of such counterparts shall together constitute one of the same instrument.

EXECUTED to be effective for all purposes on the Effective Date.

ASSIGNOR: TCRG East Texas Pipeline 1, LLC, a Texas limited liability company

By: Texas Capitalization Resource Group, Inc.,
a Texas corporation, Manager

By: _____
Robert L. Patton, Jr., President

ASSIGNEE: KrisJenn Ranch, LLC-Series Pipeline ROW, a Texas series limited liability company

By: Larry Wright
Larry Wright, Its Manager

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ACKNOWLEDGEMENTS

STATE OF TEXAS §
COUNTY OF TARRANT §

Be it known, that on December ____, 2019, before me, the undersigned authority, personally came and appeared Robert L. Patton, Jr. to me personally known and known by me to be the person whose genuine signature is affixed to the foregoing document, who signed said document before me and who acknowledged, in my presence, that he signed the above foregoing document as his own free act and deed and for the uses and purposes therein set forth and apparent.

In witness whereof, the said appeared has signed these presents and I have hereunto affixed my hand and seal on the day and date first above written.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2019.

Notary Public in and for the State of Texas
Commission Expires: _____
(Seal)

STATE OF TEXAS §
COUNTY OF BEXAR §

Be it known, that on December 19, 2019, before me, the undersigned authority, personally came and appeared Larry Wright to me personally known and known by me to be the person whose genuine signature is affixed to the foregoing document, who signed said document before me and who acknowledged, in my presence, that he signed the above foregoing document as his own free act and deed and for the uses and purposes therein set forth and apparent.

In witness whereof, the said appeared has signed these presents and I have hereunto affixed my hand and seal on the day and date first above written.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 19th day of December, 2019.

[Signature]

Notary Public in and for the State of Texas
Commission Expires: 6/23

PLEASE RETURN RECORDED INSTRUMENT TO:

KrisJenn Ranch, LLC-Series Pipeline ROW
Attn: Larry Wright
410 Spyglass Road
McQueeney, Texas 78123



DEED, CONVEYANCE, ASSIGNMENT, AND BILL OF SALE.

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE

BLACK DUCK PROPERTIES, LLC, a Texas limited liability company, doing business at 410 Spyglass Road, McQueney, Texas 78123 ('Assignor') for the payment of Ten and no/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged and subject to the terms and conditions hereof, hereby grants, sells, assigns, and conveys to TCRG East Texas Pipeline 1, LLC, a Texas limited liability company ('Assignee'), 5201 Camp Bowie Blvd., Suite 200, Fort Worth, Texas 76107 all of Assignor's right, title and interest in and to 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 Black Duck Properties, LLC acquired by:

- (i) Deed, Conveyance and Assignment dated August 14, 2017 from The Express Pipeline, LLC to Black Duck Properties, LLC and being recorded under Instrument No. 2017-00355856 in the Real Property Records of Angelina County, Texas; previously acquired by The Express Pipeline LLC by Deed, Conveyance and Assignment from TE Products Pipeline Company, LP, (TEPCO) to Lancer Resources Company recorded at Volume 889, Page 40 of the Official Public Records of Angelina County, Texas, and by Correction Deed, Conveyance and Assignment from Lancer Resources, LP, to The Express Gas Pipeline, LP, recorded as Document Number 2009-00252651 of the Official Public Records of Angelina County, Texas;
- (ii) Deed, Conveyance and Assignment dated August 14, 2017 from The Express Pipeline, LLC to Black Duck Properties, LLC and being recorded at Volume 4631, Page 232 of the Real Property Records of Nacogdoches, Texas, previously acquired by The Express Pipeline LLC from TE Products Pipeline Company, LP, (TEPCO) to Lancer Resources Company recorded at Volume 824, page 29 of the Real Property Records of Nacogdoches County, Texas and by Correction Deed, Conveyance and Assignment from Lancer Resources, LP, to The Express Gas Pipeline, LP, recorded as recorded as Document Number 133189 in Volume 3001, Page 80 of the Real Property Records of Nacogdoches County, Texas;
- (iii) Deed, Conveyance and Assignment dated August 14, 2017 from The Express Pipeline, LLC to Black Duck Properties, LLC and being recorded in Instrument No. 2017002756 of the Real Property Records of Shelby County, Texas, previously acquired by The Express Pipeline, LLC by Deed, Conveyance and Assignment from TE Products Pipeline Company, LP,(TEPCO) to Lancer Resources Company recorded at Volume 742, page 72 of the Real Property Records of Shelby County, Texas and that The Express Pipeline Connection, LLC, acquired by Deed, Conveyance and Assignment from TE Products Pipeline Company, LP,(TEPCO) to Lancer Resources Company recorded as Document Number 20090000958 the Real Property Records of Shelby County, Texas and recorded at Volume 742, page 72 of the Real Property Records of Shelby County, Texas; and

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

Page 1

Exhibit A

- (iv) Deed, Conveyance and Assignment dated August 14, 2017 from The Express Pipeline, LLC to Black Duck Properties, LLC and being recorded in Volume 3522, Page 466 of the Official Records of Shelby County, Texas, previously acquired by Correction Deed, Conveyance and Assignment from Lancer Resources, LP, to The Express Gas Pipeline, LP, recorded as Document Number 2009-00252651 in the Official Public Records of Angelina County, Texas at Volume 2911, Page 596 of the Real Property Records of Rusk County, Texas.

(collectively referred to herein as the "Express Pipeline") as identified on Exhibit "A" forming fifty-three (53) right of way tracts of land through sixty-five (65) (+- five (5) miles) contiguous miles of rights of way as identified on Exhibit "A-1" (the "ROWS") comprised of easements to permit the construction of a substitute pipeline for the transportation of water across any portion of the ROWs together with all improvements and fixtures thereon, if any, and all easements, rights-of-way, licenses, interests, rights, and appurtenances to the extent appertaining, if any.

II.

All of the following described pipelines, taps and other facilities owned by Black Duck Properties, LLC in the State of Texas as set forth on Exhibits "A" and "A-1" attached hereto and by this reference made a part hereof.:

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

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

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

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

III.

RIGHTS-OF-WAY, EASEMENTS AND PERMITS

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

IV.

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

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 TCRG East Texas Pipeline 1, LLC, its successors and assigns forever; and Black Duck Properties, LLC does hereby bind itself and its successors to warrant specially and forever defend the same unto said TCRG East Texas Pipeline 1, LLC, its successors and assigns, against every person whomsoever claiming or to claim the same, or any part thereof, by, through or under the Black Duck Properties, LLC, 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 interest 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.

V.

Black Duck Properties, LLC is hereby sold, transferred, assigned, conveyed and delivered to TCRG East Texas Pipeline 1, 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 PRECEDING SENTENCE AND IN ADDITION TO ANY DISCLAIMERS SET FORTH IN THE PURCHASE AND SALE AGREEMENT, BLACK DUCK PROPERTIES, LLC 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 BLACK DUCK PROPERTIES, LLC OR ANY OF ITS AFFILIATES ON ANY PATENT OR PROPERTY RIGHT OF ANY THIRD PARTY; AND (ii) NEGATES ANY RIGHTS OF TCRG EAST TEXAS PIPELINE 1, LLC UNDER STATUTES OR AT COMMON LAW TO CLAIM DIMINUTION OF CONSIDERATION AND ANY CLAIMS BY TCRG EAST TEXAS PIPELINE 1, LLC FOR DAMAGES BECAUSE OF REDHIBITORY VICES OR DEFECTS, WHETHER KNOWN OR UNKNOWN, IT BEING THE INTENTION OF TCRG EAST TEXAS PIPELINE 1, LLC AND BLACK DUCK PROPERTIES, LLC THAT THE SUBJECT ASSETS ARE TO BE CONVEYED IN THEIR PRESENT CONDITION AND STATE OF REPAIR OR DISREPAIR.

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

VI.

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 3 day of April 2018. 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.

EXECUTED to be effective for all purposes as of the Effective Time.

ASSIGNOR:

Black Duck Properties, LLC, a Texas limited liability company

By: Larry Wright
Larry Wright, Its Sole Manager

ASSIGNEE:

TCRG East Texas Pipeline 1, LLC, a Texas limited liability company

By: Robert L. Patton, Jr.
Robert L. Patton, Jr., Its Sole Manager

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DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

ACKNOWLEDGEMENTS

STATE OF TEXAS)
) ss.
COUNTY OF Brewer)

Be it known, that on this 3 day of April, 2018, before me, the undersigned authority, personally came and appeared Larry Wright to me personally known and known by me to be the person whose genuine signature is affixed to the foregoing document, who signed said document before me and who acknowledged, in my presence, that he signed the above foregoing document as his own free act and deed and for the uses and purposes therein set forth and apparent.

In witness whereof, the said appeared has signed these presents and I have hereunto affixed my hand and seal on the day and date first above written.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this April 3 2018.



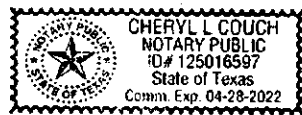
Tracy L. George
Notary Public in and for the State of Texas
Commission Expires: 4-20-20
(Seal)

STATE OF TEXAS)
) ss.
COUNTY OF Tarrant)

Be it known, that on this 3 day of April, 2018, before me, the undersigned authority, personally came and appeared Robert L. Patton, Jr. to me personally known and known by me to be the person whose genuine signature is affixed to the foregoing document, who signed said document before me and who acknowledged, in my presence, that he signed the above foregoing document as his own free act and deed and for the uses and purposes therein set forth and apparent.

In witness whereof, the said appeared has signed these presents and I have hereunto affixed my hand and seal on the day and date first above written.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this April 3 2018.



Cheryl L. Couch
Notary Public in and for the State of Texas

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

PLEASE RETURN RECORDED INSTRUMENT TO:

TCRG East Texas Pipeline 1, LLC,
Attn: General Counsel
5201 Camp Bowie Blvd., Suite 200
Fort Worth, Texas 76107
Telephone: 817-626-9898
Telecopier: 817-624-1374

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

Page 8

EXHIBIT 'A'
TO DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE

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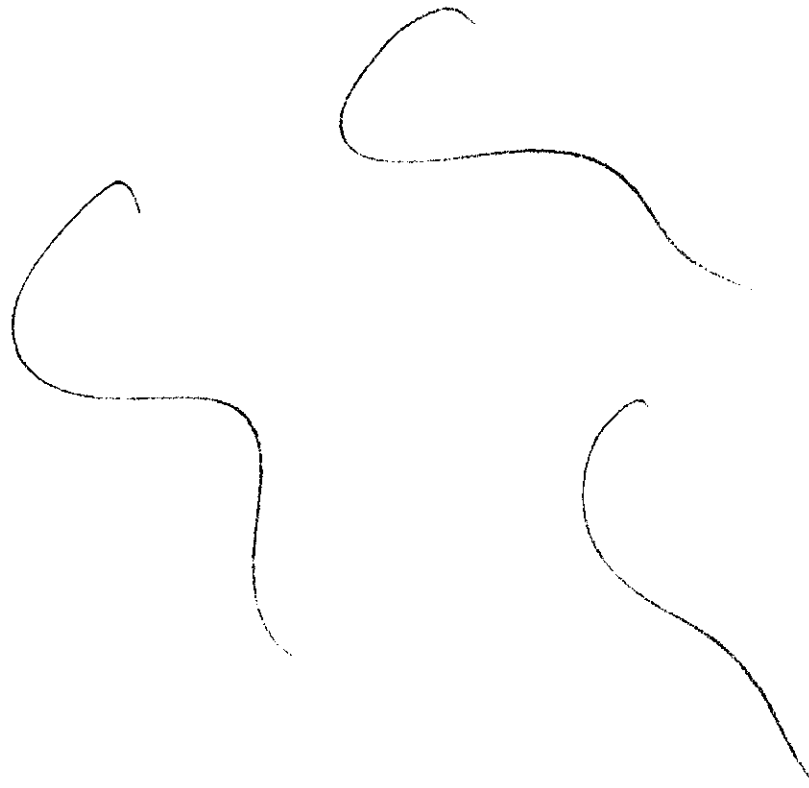
DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

Page 9

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	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. Carrol, 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

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

A large, handwritten scribble or signature in black ink, consisting of several overlapping, wavy lines that do not form any recognizable text.

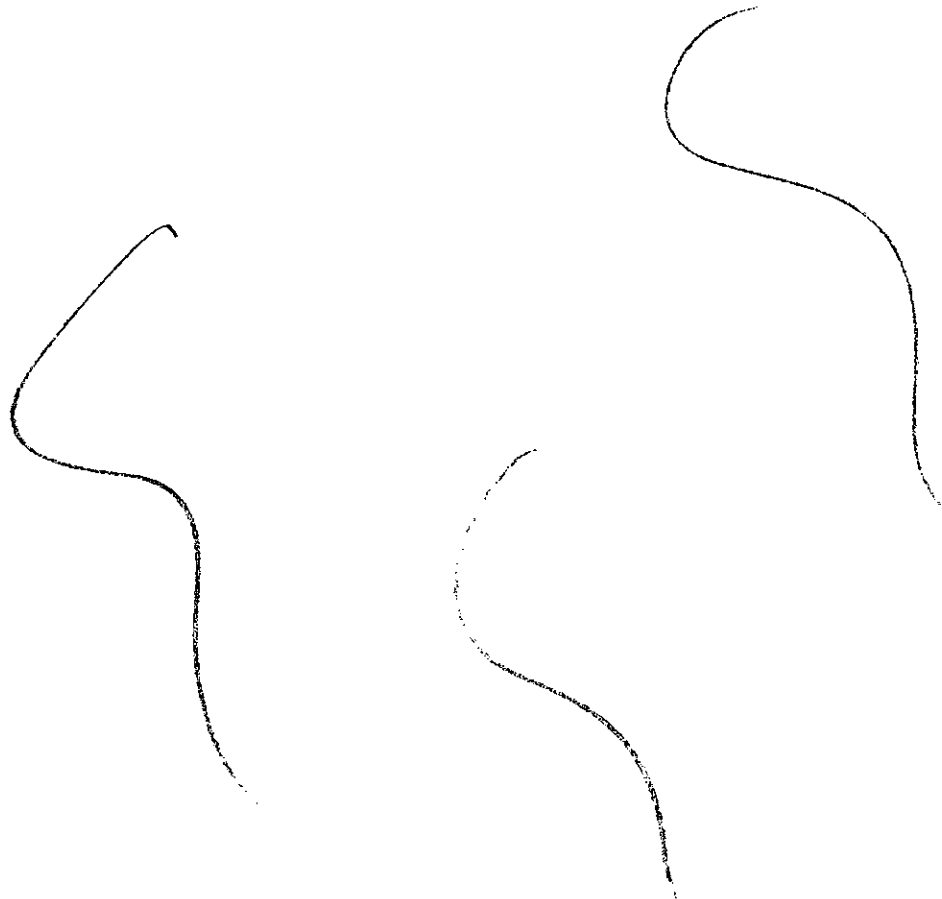
DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

Page 11

Shelby County, Texas

02/18/14	F.M. Whiteside; et ux.	Gulf Pipe Line Co.	79	551
02/19/14	J.D. Sholar	Gulf Pipe Line Co.	79	613
02/19/14	Whiddon, J.E., Gdn. for his two minor children Mary Etta Whiddon & James Floyd 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. Williams	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

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.



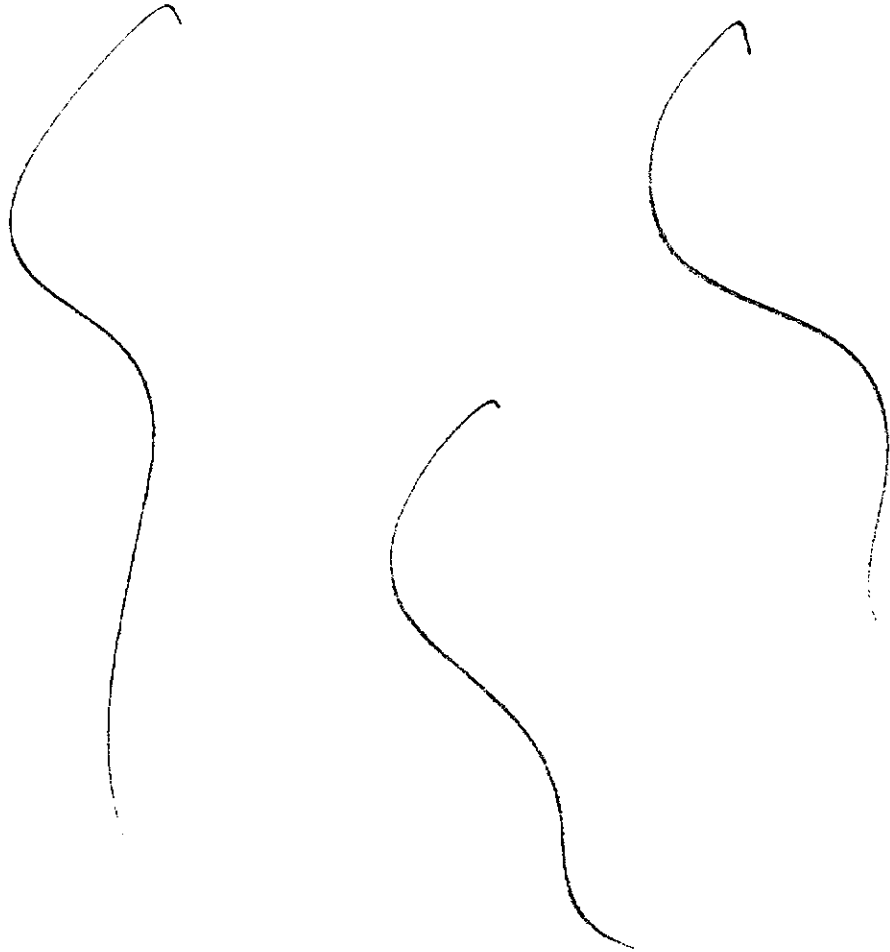
DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

Page 13

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. Wilhams	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

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.



DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

Shelby County, Texas

		and Gulf Production Co.		
07/14/24	Irma 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

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

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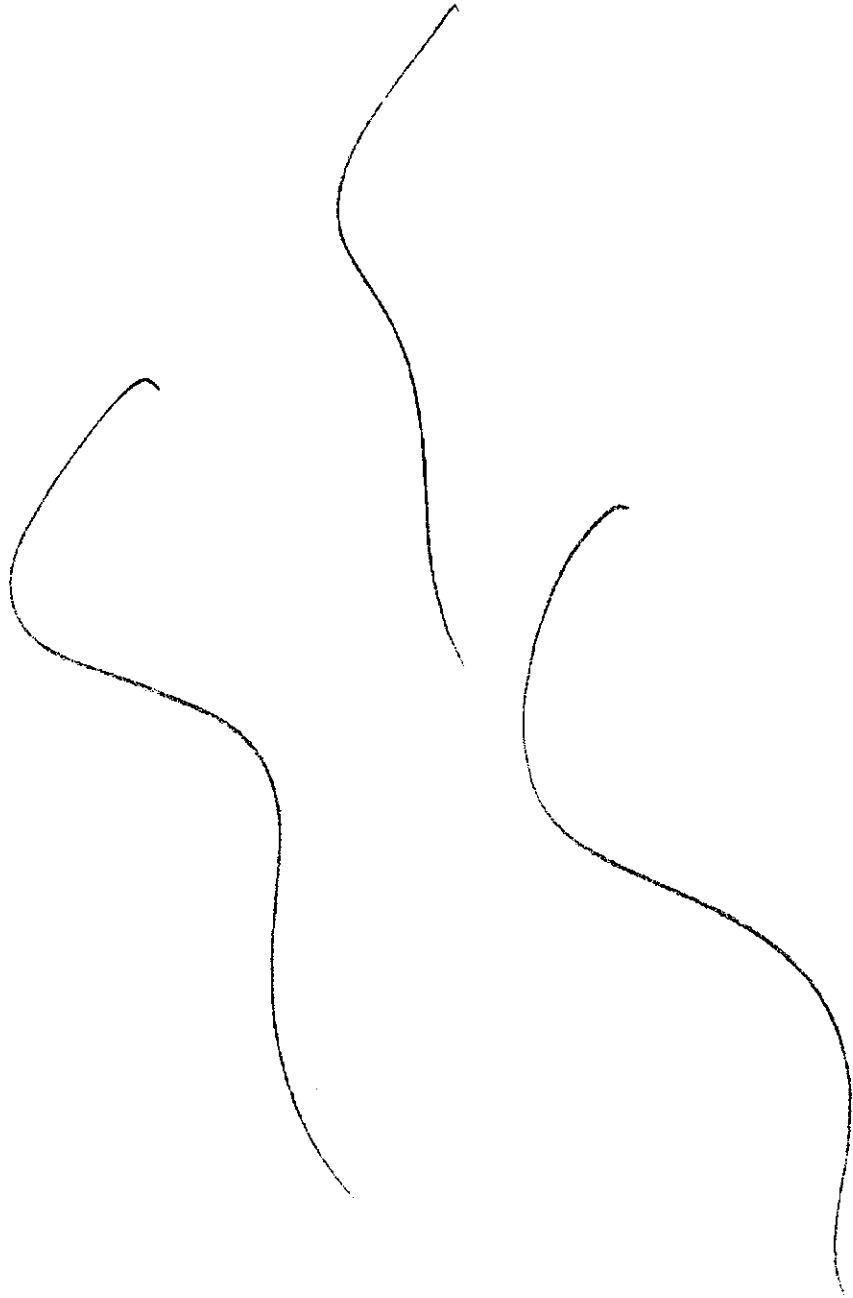
DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

Page 17

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. Falin	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. Paddy	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

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.



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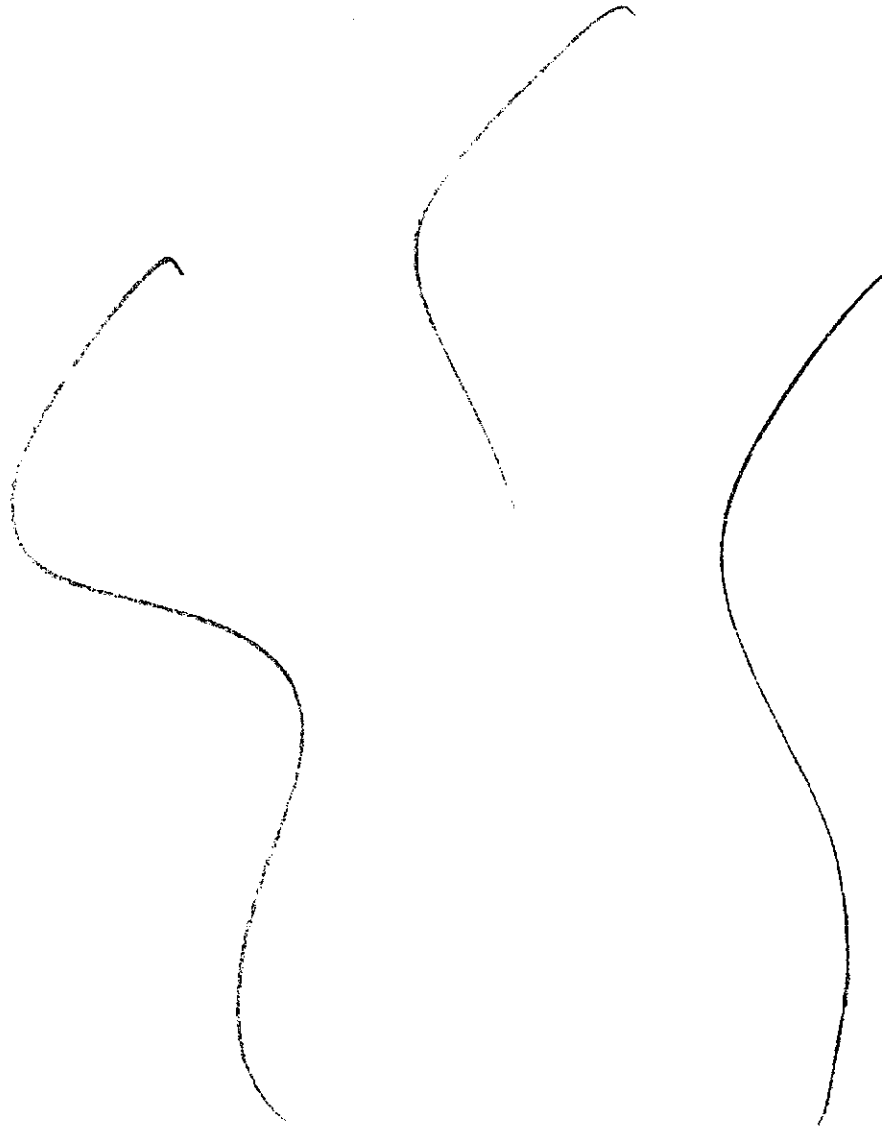
Page 19

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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	Walker 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	566
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	690
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

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

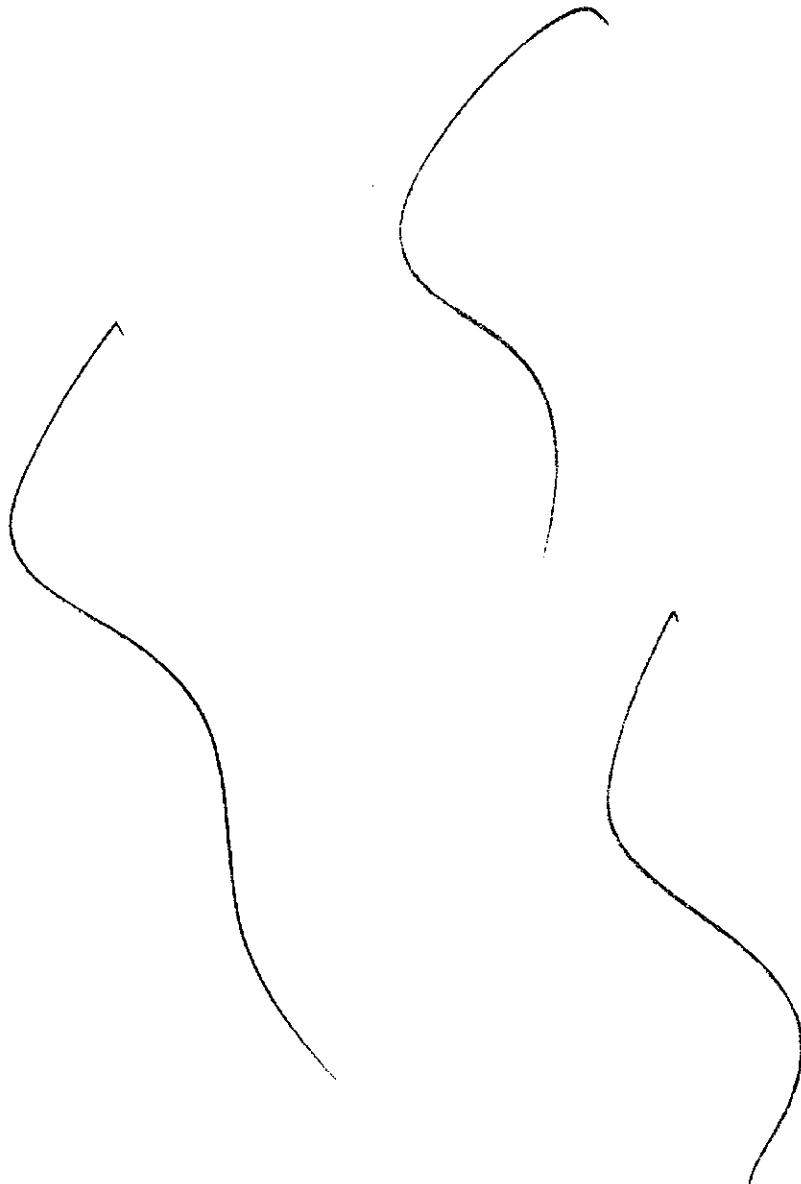


DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

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. Shotar, 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. Shotar, 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

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.



DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

Page 23

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

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

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	139
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
08/27/10	F.L. Hudgins, et ux.	Gulf Pipe Line Co.	67	136
08/27/10	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

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

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	258
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.		

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

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. Hart, et al.	Gulf Pipeline Co.	74	16
06/27/10	T.J. Mellon, 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. Strode	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. Hart, et ux.	Gulf Pipeline Co.	74	8
07/04/10	Angelina County Lumber Co.	Gulf Pipeline Co.	72	634
07/04/10	S.C. Parrot, 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. Supulvido, et ux.	Gulf Pipeline Co.	74	31
07/06/10	M. Peterson, et ux.	Gulf Pipeline Co.	74	17
07/08/10	Tom Hincsa, 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	16
07/19/10	V.E. Ralbone	Gulf Pipeline Co.	74	38
07/20/10	A.M. Evans, 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	628
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

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

Nacogdoches County, Texas

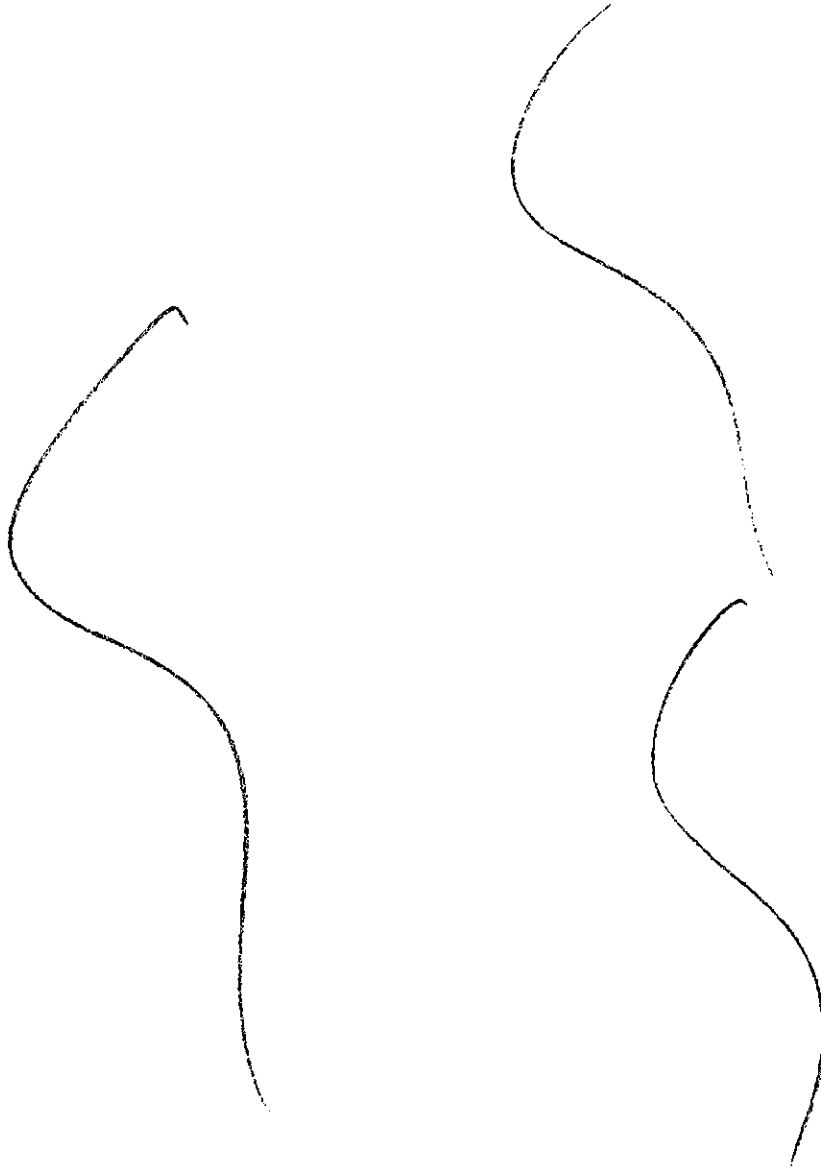
07/20/10	Mrs. Antonia Manchaca, et al.	Gulf Pipeline Co.	74	33
07/20/10	Mrs. J.E. Patterson, et al.	Gulf Pipeline Co.	90	429
07/20/10	Moses Tims, et ux.	Gulf Pipeline Co.	74	27
07/20/10	Ell Westfall, et al.	Gulf Pipeline Co.	74	101
07/21/10	Jessie Greer	Gulf Pipeline Co.	74	131
07/29/10	C.S. Means, et 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	Ell Westfall, et al.	Gulf Pipeline Co.	75	65
08/25/10	Fred W. Malacher, 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. Strode, 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. Hartacher	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. Strode	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	425
03/04/14	W. G. Aart	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

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

Nacogdoches County, Texas

03/05/14	W.H. Hollis, et ux	Gulf Pipeline Co.	82	405
03/05/14	Moses Tins, 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. Strobe	Gulf Pipe Line Co. & Gulf Production Co.	110	601
05/23/24	Mrs. M.I. Strobe	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	Mar 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

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.



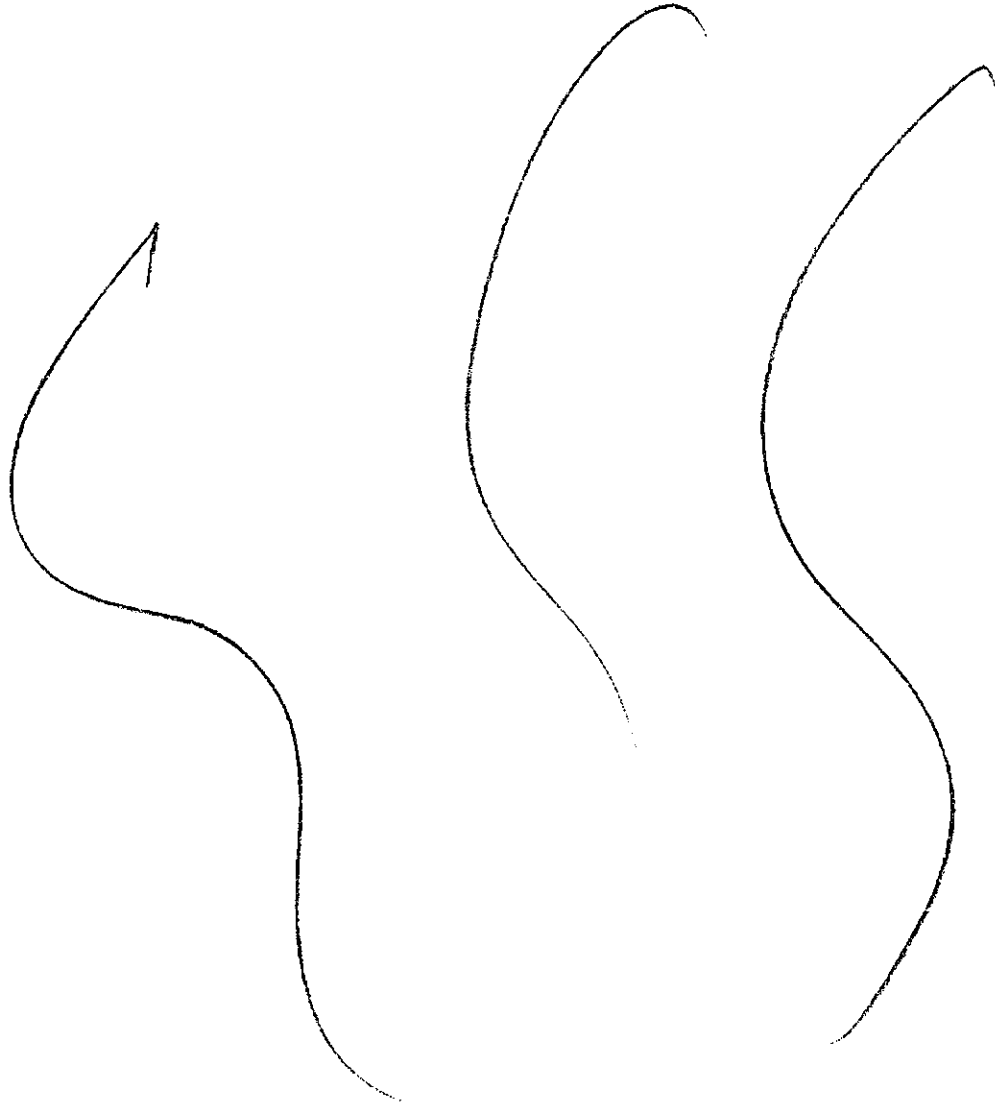
DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

Page 30

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. Wortham	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 Mutins, 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

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.



DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

Page 32

Nacogdoches County, Texas

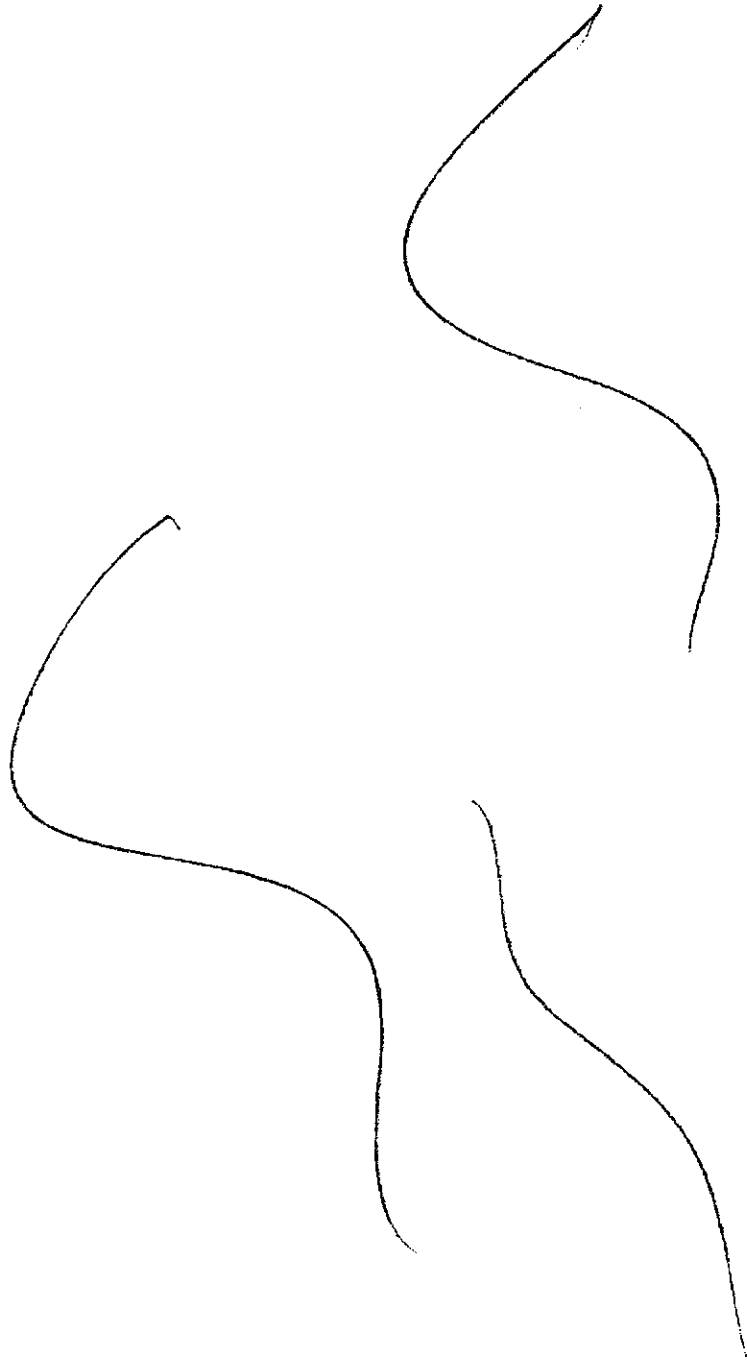
04/28/25	G W. Tillery, Jr.	Gulf Pipe Line Co. & Gulf Production Co.	114	131
04/29/25	Mrs. F.W. Halsecher	Gulf Pipe Line Co. & Gulf Production Co.	114	135
04/30/25	Itasca P. Blount	Gulf Pipe Line Co. & Gulf Production Co.	114	132
05/05/25	J. Thos. Hall	Gulf Pipe Line Co. & Gulf Production Co.	114	168
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	181
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. Garrahd et ux.	Gulf Pipe Line Co. & Gulf Production Co.	114	193

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

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 Curi	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 Thom, 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. Bount	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

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.



DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

Page 35

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. Etma 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. Strobe	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. Loekle	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. Sheeters	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

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

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. Sulton, 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

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

Nacogdoches County, Texas

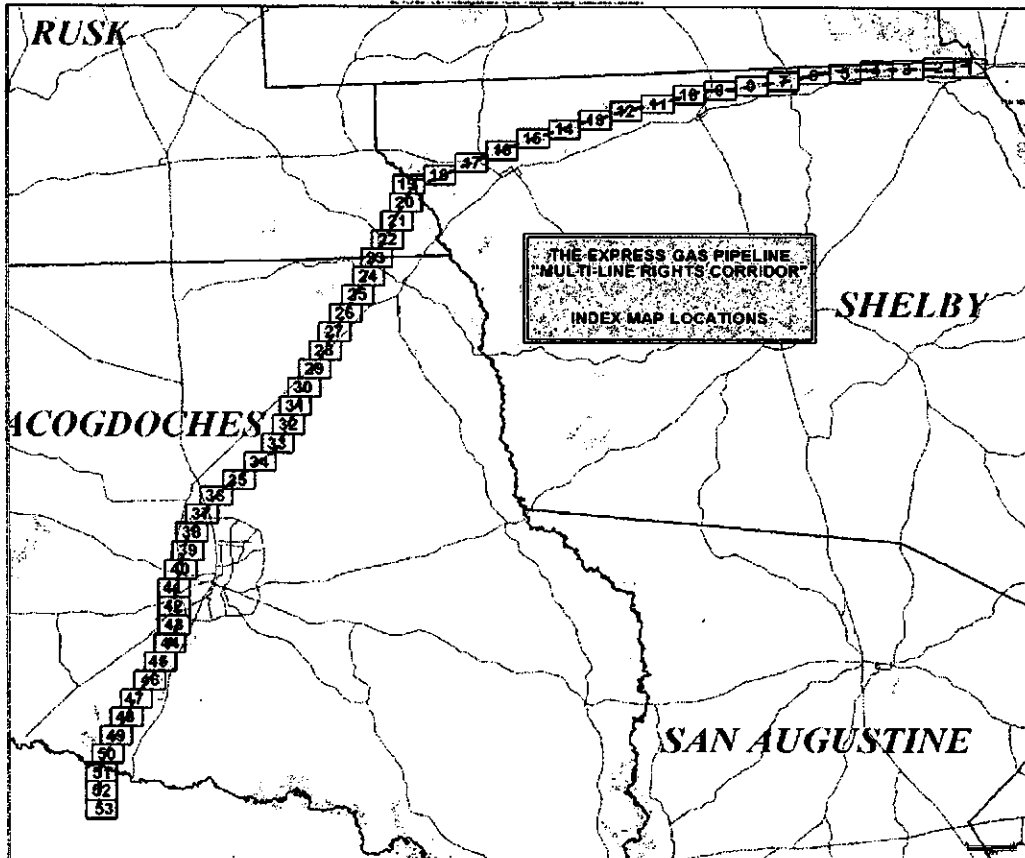
05/29/81	Lenvel Standland, et al.	Texas Eastern Transmission Corp.	485	124
02/16/83	Big Red Enterprises, Inc.	Texas Eastern Transmission Corp.	485	211
02/21/83	Glenn Layton	Texas Eastern Transmission Corp.	485	205
03/03/83	East Texas Portable Building Co.	Texas Eastern Transmission Corp.	485	200

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	877
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

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

EXHIBIT 'A-1'



DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

**Nacogdoches County
Sandra "Sandy" Yates
Nacogdoches County Clerk**

Instrument Number: 2023 - 1331

eRecording - Real Property

Parties:

Parties:

Recorded On: February 23, 2023 02:26 PM

Number of Pages: 32

" Examined and Charged as Follows: "

Total Recording: \$146.00

******* 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: 2023-1331
Receipt Number: 20230223000038
Recorded Date/Time: February 23, 2023 02:26 PM
User: Jennifer A
Station: CLERK02

Record and Return To:

CSC GLOBAL



**STATE OF TEXAS
COUNTY OF NACOGDOCHES**

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of County, Texas.

Sandra "Sandy" Yates
Nacogdoches County Clerk
Nacogdoches County, TX

Sandra "Sandy" Yates

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY 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.

SPECIAL WARRANTY DEED

Date: February 12, 2023

Grantor: KRISJENN RANCH, L.L.C. – Series Pipeline ROW, a Texas series limited liability company

Grantor's Mailing Address:

Krisjenn Ranch, L.L.C. – Series Pipeline ROW
c/o Larry Wright, Manager
410 Spyglass
McQueeney, TX 78123
Guadalupe County

Grantee: EXPRESS H2O PIPELINE & ROW, L.L.C., a Texas limited liability company

Grantee's Mailing Address:

Express H2O Pipeline & ROW, L.L.C.
c/o Larry Wright, Manager
410 Spyglass
McQueeney, TX 78123
Guadalupe County

Consideration:

Membership interests in Grantee.

Property (including any improvements):

All of Grantor's right, title, and interest in and to the pipeline system and related facilities ("P-21 Pipeline"), rights-of-way, easements, permits, leases and other rights and properties situated in the State of Texas (the "ROW") that Grantor acquired by that certain Deed, Conveyance, Assignment, and Bill of Sale dated December 20, 2019 by and between TCRG East Texas Pipeline 1, LLC a Texas limited liability company, and Grantor attached

hereto as Exhibit A and incorporated herein by reference, and recorded under: (a) Instrument 2023-883, Official Public Records of Nacogdoches County, Texas; (b) Instrument No. 2020-00390181, Real Property Records of Angelina County, Texas; (c) Instrument No. 2020000150, Real Property Records of Shelby County, Texas; and (d) Instrument No. 0019469, Real Property Records of Rusk, County, Texas.

Reservations from Conveyance: None.

Exceptions to Conveyance and Warranty:

This conveyance is expressly made and accepted subject to all matters on the ground that a true and correct survey would reveal; all validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments; and all zoning laws, regulations and ordinances of municipal and/or other governmental authorities relating to the above described property; and taxes for "the present year", which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grant, Habendum, and Warranty:

Grantor for the Consideration and subject to the Reservations from Conveyance and Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging (including, without limitation, all permits, vested rights and related privileges with respect thereto, if any) to have and hold it to Grantee and Grantee's heirs, executors, administrators, successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof when the claim is by, through, or under Grantor but not otherwise, and except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

This instrument was administratively prepared by Granstaff, Gaedke & Edgmon, P.C. from information provided by the Grantor. No opinion as to title is made or should be construed from this instrument. Granstaff, Gaedke & Edgmon, P.C. has not examined the title to the subject property or otherwise investigated the accuracy of the information provided.

{Signature Page Follows}

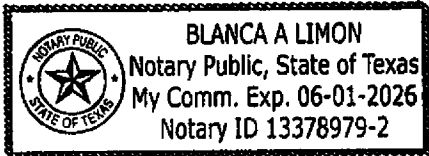
GRANTOR:

Larry M. Wright

KrisJenn Ranch, LLC, - Series Pipeline ROW
A Texas Limited Liability Company
Larry Wright, Manager

THE STATE OF TEXAS §
 §
COUNTY OF Bexar §

This instrument was acknowledged before me on February 22, 2023, by LARRY MICHAEL WRIGHT in the capacity stated.



Blanca

Notary Public for the State of Texas

AFTER RECORDING RETURN TO:

GRANSTAFF, GAEDKE & EDGMON, P.C.
c/o Michael H. Rodgers
5535 Fredericksburg Rd., Suite 110
San Antonio, Texas 78229
Tel: (210) 348-6600
Fax: (210) 366-0892

P:\WP2\Clients T-Z\Wright, Larry & Gwynne\Express H2O Pipeline & ROW, L.L.C\Deed - Special Warranty.docx

EXHIBIT "A"

**All the described pipelines taps, and other facilities owned by KrisJenn Ranch, LLC in the State of Texas as set forth on "Exhibit A" attached hereto and by this reference
(1 page: map)**

EXHIBIT "B-1"

**Shelby County, Texas
(10 pages)**

EXHIBIT "B-2"

**Rusk County, Texas
(1 page)**

EXHIBIT "B-3"

**Nacogdoches County, Texas
(9 pages)**

EXHIBIT "B-4"

**Angelina County, Texas
(1 page)**

EXHIBIT "B-5"

**Nacogdoches County, Texas
Exceptions as Noted in 1992 Tepco to Lancer Purchase Agreement
(2 pages)**

EXHIBIT "B-6"

**Nacogdoches, Rusk and Shelby County
Amendments, Release and New Rights of Ways and Easements Since Tepco to Lancer Sale
(3 pages)**

EXHIBIT "A"

Attached hereto and made a part of that certain
Purchase & Sale Agreement dated this ___ day of February, 2016, between The Express Gas
Pipeline, LP and Longbranch Energy, LP

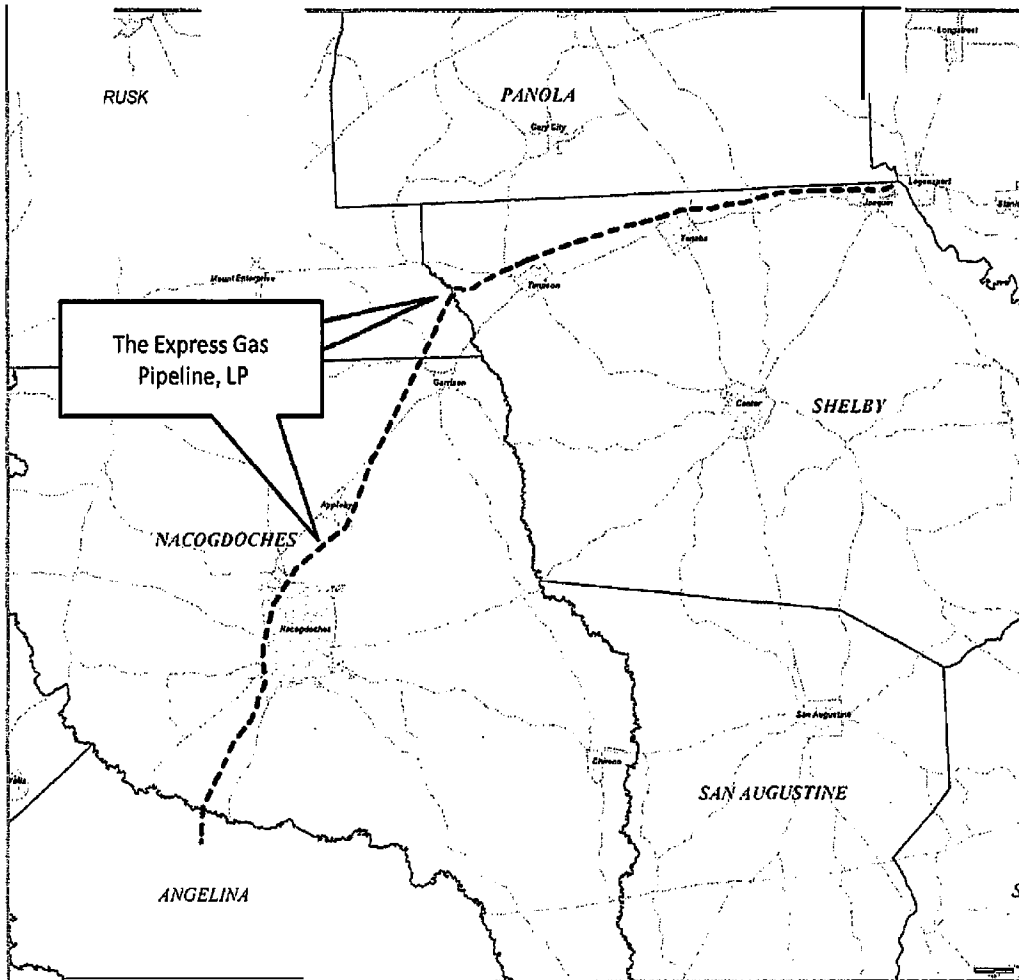


EXHIBIT "B-1"

Attached hereto and made a part of that certain
Purchase & Sale Agreement dated this 14th 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
		Gulf Pipe Line Co. and Gulf Production Co.		
01/27/14	E.W. Cockrell		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

EXHIBIT "B-1"

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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
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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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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. Sholar	Gulf Pipe Line Co.	79	613
02/19/14	Whiddon, J.E., Gdn. for his two minor children Mary Etta Whiddon & James Floyd 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

EXHIBIT "B-1"

Attached hereto and made a part of that certain
Purchase & Sale Agreement dated this 14th 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

EXHIBIT "B-1"

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Purchase & Sale Agreement dated this 14th day of August, 2017, between The Express
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

EXHIBIT "B-1"

Attached hereto and made a part of that certain
Purchase & Sale Agreement dated this 14th day of August, 2017, between The Express
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

EXHIBIT "B-1"

Attached hereto and made a part of that certain
Purchase & Sale Agreement dated this 14th day of August, 2017, between The Express
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

EXHIBIT "B-1"

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Purchase & Sale Agreement dated this 14th 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

EXHIBIT "B-1"

Attached hereto and made a part of that certain
Purchase & Sale Agreement dated this 14th 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

EXHIBIT "B-1"

Attached hereto and made a part of that certain
Purchase & Sale Agreement dated this 14th day of August, 2017, between The Express
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.		

EXHIBIT "B-2"

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

Rusk County, Texas

<u>Date</u>	<u>Grantor</u>	<u>Grantee</u>	<u>Book</u>	<u>Page</u>
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

EXHIBIT "B-3"

Attached hereto and made a part of that certain
Purchase & Sale Agreement dated this 14th 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. Strode	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 Hinjosa, 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. Evans, 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

EXHIBIT "B-3"

Attached hereto and made a part of that certain
Purchase & Sale Agreement dated this 14th day of August, 2017, between The Express
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

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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. Hart, Ind. and as Attorney in fact	Gulf Pipe Line Co. & Gulf Production Co.	110	619

EXHIBIT "B-3"

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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

EXHIBIT "B-3"

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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"

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

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

EXHIBIT "B-3"

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

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

EXHIBIT "B-3"

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

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

EXHIBIT "B-3"

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

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

EXHIBIT "B-4"

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

Angelina County, Texas

<u>Date</u>	<u>Grantor</u>	<u>Grantee</u>	<u>Book</u>	<u>Page</u>
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

EXHIBIT "B-5"

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

**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

EXHIBIT "B-5"

Attached hereto and made a part of that certain
Purchase & Sale Agreement dated this 14th 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 14th 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.

EXHIBIT "B-6"

Attached hereto and made a part of that certain
Purchase & Sale Agreement dated this 14th 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 14th 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.

#6598

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS: That

COUNTY OF HARRIS

5236

Gulf Refining Company, a Delaware corporation, and Gulf Oil Corporation, a Pennsylvania corporation, successors in interest to Gulf Pipe Line Company and Gulf Production Company, respectively, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations paid to them by Texas Eastern Transmission Corporation, the receipt and sufficiency of which is hereby acknowledged, have transferred, assigned, and conveyed and by these presents do hereby transfer, assign, and convey without representation, covenant, or warranty, express or implied, unto the said Texas Eastern Transmission Corporation the following listed easements, Gulf Refining Company's 8-inch petroleum products pipe line in place and located on such easements, and the telephone and telegraph line used in connection therewith, whether or not located on said easements, all of which affect and cross lands situated in the Counties of Angelina, Nacogdoches, Rusk, and Shelby, State of Texas; the Parishes of Red River, DeSoto, Bienville, Claiborne, and Webster, State of Louisiana; and Union County, Arkansas, together with all and singular the rights and privileges given, created, and granted under the terms of said easements hereinafter listed, to which easements and the records thereof reference is hereby made for all purposes, to-wit:

ANGELINA COUNTY, TEXAS

<u>GRANTOR</u>	<u>DATE OF EASEMENT</u>	<u>VOLUME</u>	<u>PAGE</u>
W. F. Heaton	7-2-10	30	421
W. F. Heaton et ux	3-27-14	35	631 ✓
E. C. Heaton et al	4-25-25	63	157 ✓
W. H. Bonner	7-2-10	40	543
J. W. Spears	3-4-14	35	680.
J. W. Spears	4-25-25	63	158 ✓
M. A. Modicett et al	7-2-10	30	160 ✓
M. A. Modisett et al	2-27-14	35	679 ✓
Mrs. Martha A. Modisett	4-25-25	63	159.
Andy Modisett	7-4-10	30	43.
J. C. Modisett et al	2-27-14	35	673.
J. C. Modisett et al	4-29-25	63	175 ✓
J. C. Modisett et al	6-2-42	101	204
J. L. Calvert	7-6-10	30	44.
W. E. Massingill	2-27-14	35	677.
Mrs. W. E. Massingill	4-25-25	63	160

NACOGDOCHES COUNTY, TEXAS

S. C. Parrott et al	7-4-10	74	107
S. Michelli	7-5-10	74	31
Chas. Hoya et al	7-9-10	72	633 & 638
Gladys Simpson et al	7-30-10	74	190
S. C. Parrott et al	2-27-14	32	422
J. W. Christian	3-2-14	82	307
G. A. Blount	3-3-14	82	379
Mrs. S. C. Parrott	4-8-14	85	53
Jas. W. Christian	4-10-14	82	336
Angelina County Lumber Company	7-4-10	72	634
T. Supalvado et ux	7-5-10	74	31
E. A. Blount	11-16-10		Unrecorded
Elareo Cordova et ux	7-13-10	74	29
Thos. E. Baker et al	11-10-10	74	188
T. Supulvado et ux	3-3-14	82	426
Angelina County Lumber Company	3-3-14	82	376
E. A. Blount	3-3-14	82	383
Don Caesar De Biazzeon	4-9-14	85	51
Mrs. Ellen Hinajosa et vir	5-9-14	82	404
Guy A. Blount	4-23-25	114	134
G. L. Olds et ux	5-9-25	114	206
E. A. Blount	12-7-10	75	447

EXHIBIT "E"

- 2 -

<u>GRANTOR</u>	<u>DATE OF EASEMENT</u>	<u>VOLUME</u>	<u>PAGE</u>
G. E. Stripling	4-28-25	114	130
Thomas E. Laird et ux	12-4-51	223	369
Joe Mauchaca	7-5-10	74	24
J. R. Gray et al	10-28-42	160	323
Mrs. Antonia Manchaca et al	7-20-10	74	33
Mrs. Antonia Manchaca	2-28-14	85	55
J. H. Summers, Jr.	7-2-28	122	234
Mrs. Ellen Hinijosa et vir	7-8-10	74	4
G. W. Tillery, Jr.	4-8-14	85	58
G. W. Tillery, Jr.	4-28-25	114	131
George W. Tillery, Guardian	2-23-26	Unrecorded	
J. H. Franklin et al	9-10-29	126	52
J. H. Summers	7-18-10	74	2
Mrs. Itasca P. Blount	4-30-25	114	132
Fred Halacher et ux	8-25-10	74	123
Mrs. F. W. Harlacher	3-2-14	85	53
Mrs. F. W. Harlacher	4-29-25	114	135
Josh Henson	7-19-10	74	10
Josh Henson	3-2-14	82	407
Josh Henson	5-9-25	114	229
Josh Henson	5-11-25	114	165
Marion Earle Reid et al	5-11-25	114	166
J. Thos. Hall	5-5-25	114	168
Edwin Tillery	5-11-25	114	169
Mrs. A. L. Ramsey, Gdn.	5-9-28	122	213
Mrs. A. L. Ramsey et al	5-8-25	114	219
Nacogdoches Ice Cream Co.	5-11-25	114	171
R. J. Christian et ux	5-11-25	114	172
I. L. Sturdevant	5-12-25	114	174
L. B. Mast et al	5-12-25	114	237
Mrs. Itasca P. Blount	5-15-25	114	216
J. M. Miller et ux	5-11-25	114	175
J. E. Garrett	11-22-26	117	241
Robert Berger	5-11-25	114	177
L. S. Taylor et al	5-15-25	114	474
Mrs. Julia Curl	5-13-25	114	218
Rho Cox	5-11-25	114	178
Annie Brewer et al	5-11-25	114	179
Bill Thorn et al	5-14-25	114	232
R. Partin et ux	5-14-25	114	209
R. Partin et ux	5-11-25	114	184
A. Bockman et ux	5-12-25	114	181
L. L. Martin et ux	5-7-25	114	182
R. A. Hall —	5-8-25	114	191
Geo. T. McNess	5-13-25	114	192
Jim W. Weatherly et ux	5-14-25	114	227
Bob T. Millard et al	5-15-25	114	149
Bob T. Millard et ux	5-15-25	114	225
A. T. Garrard et ux	5-12-25	114	193
J. T. Smith et ux	5-12-25	114	221
Mrs. W. V. Loveless	5-12-25	114	195
J. W. Millard	5-13-25	114	215
W. F. Greer et al	6-4-42	157	517
Thos. E. Baker <i>on note of Albert Ernest Sarge</i>	6-4-42	157	530
Mrs. Jessie Greer	7-21-10	74	131
Mrs. Jessie Greer	3-26-14	82	393
Mrs. Jessie Greer	5-19-25	114	235
Dock Sexton et al	6-3-42	157	529
Moses Tims et ux	7-20-10	74	27
Moses Tims et ux	3-5-14	85	59
Benjamin Greer	3-26-14	82	392
J. R. Gray et al	5-21-25	114	234
L. B. Mast et al	6-4-42	157	519
G. W. Falkner et ux	3-5-14	85	52

- 3 -

<u>GRANTOR</u>	<u>DATE OF EASEMENT</u>	<u>VOLUME</u>	<u>PAGE</u>
G. W. Falkner et ux	6-28-10	74	21
G. W. Falkner	5-15-25	114	231
W. W. Falkner et ux	6-4-42	157	520
Dora Tims et al	6-28-10	74	192
W. H. Hollis et ux	3-5-14	82	405
Ed Tims et ux	3-6-14	32	433
Ollie Falkner et ux	5-29-25	114	259
Ollie Falkner et ux	6-3-42	157	527
A. J. Fears et ux	6-28-10	72	642
Alice Fears	7-14-10	72	633
Alice Fears	3-25-14	82	391
Alex Fears et ux	3-5-14	35	62
Alex Fears et ux	5-29-25	114	261
James D. Greer	8-21-25	114	371
Mrs. Elma Armfield	7-31-25	114	326
Elma Greer	7-20-10	72	629
Dixon Greer	7-20-10	72	630
C. S. Means et ux	7-29-10	74	58
Dixon Greer	3-26-14	82	395
Miss Elma Greer	3-26-14	82	394
Dixon Greer	7-31-25	114	328
A. M. Evans et ux	7-20-10	74	13
R. L. Collins et ux	3-6-14	32	335
E. S. Greer et ux	7-31-25	114	329
R. C. White	3-2-14	82	435
R. C. White	7-31-25	114	333
Chas. Hoya	7-20-10	74	6
T. L. Blackshear	3-25-14	82	332
T. L. Blackshear	7-31-25	114	335
W. G. Hartt et ux	7-1-10	74	8
W. G. Hartt	3-4-14	32	410
C. H. Mickelroy et ux	3-1-25	114	336
J. D. Skeeters	8-21-25	114	369
W. C. Howard	3-1-25	114	330
Mrs. J. E. Patterson et al	7-20-10	90	429
Mrs. J. E. Patterson et al	3-3-14	32	424
J. F. Wagner et ux	3-1-25	114	332
S. W. Hunt et ux	6-29-10	75	75
S. W. Hunt et ux	3-25-14	82	406
C. H. Loeckle	8-6-25	114	341
Mrs. M. I. Strode	6-23-10	74	139
Mrs. M. I. Strode	3-27-10	74	102
Mrs. J. W. Strode	3-2-14	82	429
Mrs. M. I. Strode	6-23-24	110	600
C. W. Strode	6-23-24	110	601
Mrs. J. W. Strode	8-1-25	114	339
T. J. Melton et al	6-27-10	75	76
W. H. Davidson	11-12-10	75	77
E. D. Stubblefield et ux	6-30-24	110	625
W. B. Melton et ux	9-1-10	74	507
W. B. Melton et ux	7-2-24	112	8
Mart Melton	6-30-24	110	629
A. B. Crawford	6-30-24	110	626
Tom Crawford et al	6-27-10	72	647
Tom Crawford et ux	6-30-24	110	621
S. A. Smith et ux	9-1-10	75	30
Mrs. Selemer Smith et vir	6-30-24	110	623
J. A. Slay et ux	6-27-10	72	644
Mrs. J. A. Slay	6-30-24	110	623
J. W. Hartt et al	6-27-10	74	16
J. W. Hartt et al	7-1-24	110	619
Rosa Prince et al	11-27-34	138	306

<u>GRANTOR</u>	<u>DATE OF EASEMENT</u>	<u>VOLUME</u>	<u>PAGE</u>
Louis J. Wortham	8-22-10	74	62
Wm. B. Wortham	7-1-24	112	10
Geo. S. McCarty, Ind. & as Gdn.	8-27-10	Unrecorded	
W. L. Moody	9-30-10	74	143
Eli Westfall et al	7-20-10	74	101
Eli Westfall	8-23-10	75	65
J. M. McMillan	7-1-24	110	620
J. L. Williams et al	6-29-10	75	68
J. L. Williams	8-8-10	74	110
Max W. Hart	7-3-24	112	11
Arthur Peterson et al	6-29-10	75	73
G. F. Garrison	7-1-24	124	14
T. J. Peterson	6-30-10	75	66
T.J. Peterson	7-1-24	112	13
F. M. Parrott	6-29-10	72	631
M. Peterson	7-6-10	74	17
D. M. McDuffie	7-2-24	112	25
D. F. Barton et ux	8-3-10	75	63
D. F. Barton et ux	7-1-24	112	14
R. H. Burns et ux	6-30-10	74	63
R. H. Burns et ux	7-16-24	112	81
John M. Richards et ux	6-30-10	74	39
W. O. Richards et ux	7-1-24	112	15
F. M. Richards et ux	7-8-10	74	23
J. W. Boyd et ux	6-30-10	74	22
J. W. Boyd et ux	7-1-24	112	17
V. E. Rathbone	7-19-10	74	38
Mrs. Annie Millins	7-14-24	112	37

RUSK COUNTY, TEXAS

The Brown Brick and Tile Company	7-29-10	67	183
Jack Garrison et ux	7-9-24	123	634
R. F. Garrison et ux	6-27-10	67	144
W.Y. Garrison	7-21-10	67	146
R. F. Garrison	8-20-10	67	18-3
R. F. Garrison et ux	7-3-24	123	618
Ruby L. Dumas et vir	7-8-54	530	153
J. R. Latimer et ux	6-27-10	67	142
J. R. Latimer	8-2-10	67	152
J. R. Latimer et ux	7-3-24	123	617
T. S. Barton et ux	6-27-10	67	140
T. S. Barton et ux	7-3-24	123	614
M. J. Barton et ux	6-27-10	67	138
M. J. Barton et ux	7-3-24	123	629
J. A. Anderson et ux	6-27-10	67	150
S. M. Adams	10-28-42	360	190
Nora Anderson	7-3-24	123	627
E. A. Blount	12-7-10	Unrecorded	
E. A. Blount	11-16-10	Unrecorded	
Marion C. Skelton et ux	7-3-23	123	612
G. W. Young	7-3-24	123	611
George Harris et ux	7-5-24	123	609
F. L. Hudgins et ux	6-27-10	67	136
S. M. Moore et ux	6-27-10	67	134
W. L. Moore et ux	7-6-10	67	130
S. M. Moore et al	7-29-10	67	132
Mrs. M. L. Moore	5-1-14	83	193
Ernest Weaver et al	7-8-24	123	615

SHELBY COUNTY, TEXAS

J. M. Whiteside	2-11-14	79	543
F. M. Whiteside et ux	2-18-14	79	551

F. M. Whiteside et ux	7-9-24	124	464
Mrs. J. M. Whiteside	7-9-24	124	438
Pierce Whiteside et al	10-14-24	123	632
F. M. Bridwell et al	2-7-14	79	550
F. M. Bridwell	7-9-24	124	440
W. F. Hollister et ux	2-18-14	79	552
W. F. Hollister et ux	8-25-25	128	172
W. H. Harris et ux	2-11-14	79	553
Mrs. W. H. Harris	7-9-24	124	441
C. O. Worsham et ux	2-11-14	79	554
C. O. Worsham et ux	7-10-24	124	442
W. T. Worsham et ux	2-11-14	79	556
W. T. Worsham	7-9-24	124	443
W. A. Cooper et ux	2-11-14	79	557
W. A. Cooper	8-1-24	124	520
Zach Brinson	2-17-14	79	558
Zach Brinson	7-10-24	124	456
I. N. Williams	2-16-14	79	559
I. N. Williams	7-11-24	124	449
E. H. Andrews et ux	2-13-14	79	560
E. H. Andrews et ux	7-10-24	124	446
S. W. Wallace	2-12-14	81	5
F. L. Brinson et ux	7-10-24	124	458
J. L. Gilbert et ux	2-17-14	81	23
G. W. Crenshaw et ux	2-10-14	79	567
G. W. Crenshaw et ux	7-10-24	124	443
F. D. Hayden et ux	2-10-14	81	6
Mrs. F. D. Hayden	7-10-24	124	462
J. H. Cruger et ux	2-10-14	79	600
J. H. Cruger et ux	7-10-24	124	445
Henry Sears et ux	2-10-14	79	569
W. F. Andrews	2-12-14	79	562
J. L. Hart	2-18-14	79	570
F. H. Bailey et ux	7-11-24	124	453
F. O. Johnson	2-14-14	79	580
F. O. Johnson	7-11-24	124	460
W. M. Byrn	2-13-14	79	602
W. M. Byrn	7-10-24	124	459
E. A. Booth	2-17-14	79	603
E. A. Booth	7-10-24	124	463
F. J. Hobbs	5-26-14	81	548
J. G. Ellington	7-11-24	124	437
Phillip Bussy, Jr., et al	2-13-14	79	610
Phillip Bussy, Jr. et ux	7-11-24	124	455
John Bussey et ux	7-11-24	124	450
Arthur Bussey et ux	7-11-24	124	452
Arthur Bussey et ux	7-21-24	124	496
C. D. Scogin	7-21-24	124	491
Cleveland Bussey	7-22-24	124	492
Harvey Crawford	5-2-25	126	364
Arthur Bussey et ux	9-8-25	127	503
Rev. Mack Jones et al	2-9-14	79	603
Mack Jones et al	7-21-24	124	493
H. S. Varnell et ux	7-21-24	124	495
P. L. Hooper et ux	5-2-25	126	600
O. M. Ramsey et al	2-6-14	79	599
Mrs. O. M. Ramsey	5-2-25	126	563
L. B. Dean	5-4-48	276	615
H. Bryant et al	3-28-14	81	10
H. Bryant et al	5-2-25	126	562
R. W. Todd	5-4-48	276	617
J. R. Anderson	5-6-48	277	329
B. A. Roper	2-6-14	79	561
C. H. Horton et ux	5-4-25	126	532

- 6 -

C. H. Horton et ux	8-31-25	128	190
C.H. Horton et ux	5-4-48	276	616
C. H. Horton et ux	2-6-14	79	565
W. L. Foster et ux	2-6-14	79	572
Mrs. W. L. Foster	5-2-25	126	560
J. R. Foster et ux	2-17-14	79	612
J. R. Foster et ux	5-2-25	126	559
J. B. Foster, by J. R. Foster, Natural Guardian	5-2-25	127	60
John Kyle et ux	2-4-14	79	563
A. N. Neal et ux	5-2-25	126	559
J. R. Weir	2-4-14	79	568
J. R. Weir et ux	4-30-25	127	141
M. M. Bowlin et ux	2-4-14	79	578
M.M. Bowlin et ux	5-2-25	126	556
Allen Porter, Agent for Robert Porter	2-14-14	79	604
Robert Porter	5-1-25	127	61
Robert Spivey	7-31-25	127	347
Mrs. W. A. Bowland, by J. L. Davis, Attorney in Fact	5-1-25	126	568
Louis Hooper et al	2-3-14	79	579
A.H. Womack et ux	5-1-25	126	566
Van J. Smith	2-3-13	81	7
Luke Motley	5-1-25	126	569
J. Nathan King	2-3-14	79	564
J. N. King	5-1-25	127	62
John Davis	5-2-25	126	551
J. H. Hughes	1-31-14	79	562
F. B. Taylor	4-30-25	126	504
Jno. A. White et ux	2-3-14	79	571
J. A. Deaton et ux	4-30-25	126	506
W. D. White et ux	2-2-14	79	598
Ben B. White et ux	2-2-14	79	573
Mary White et al	5-27-25	127	216
N. E. Parker	2-2-14	81	16
J. O. McCarver	5-1-25	(127	60
		(127	187
C. C. Hayden	2-5-14	79	576
C. C. Hayden	6-12-26	131	137
J.H. Wall	2-2-14	79	605
Alvin Gunter	4-30-25	126	503
J. R. Lewis	1-31-14	79	576
J. R. Lewis	5-2-25	126	555
Charles F. Flakes	2-2-14	79	607
W. I. Deffenbaugh	2-16-14	79	606
Luke Motley	5-2-25	126	554
W. W. Rider et ux	2-2-14	81	21
Walter Scates et ux	5-1-25	127	63
C. Riley et ux	2-3-14	79	611
C. Riley et ux	4-30-25	126	502
John Turner et ux	1-29-14	81	25
B. C. Wheat et ux	5-5-25	126	530
Luke Motley	1-29-14	81	8
Grove C. Peddy	4-30-25	126	500
J. L. Norman	1-29-14	81	18
Cicero Jopling et ux	5-1-25	126	552
C. C. McDonald	4-30-25	127	56
W. J. Walker et al	5-5-25	126	533
Birdie Carter et vir	1-28-14	79	592
Claude E. Fallin	4-30-25	127	52
J. R. Joplin et ux	1-28-14	79	574
J. R. Joplin et ux	4-30-25	127	55
Ralph Jopling et ux	1-28-14	81	19
Ralph Jopling et ux	5-16-25	126	602
J. N. Majors	1-28-14	81	14

- 7 -

J. N. Majors	4-30-25	127	54
A. W. Mathews et ux	1-28-14	81	24
Allen Samford et ux	5-4-25	126	539
L. N. Muren	3-7-14	81	13
George B. Goff et ux	5-26-25	127	189
W. R. Rains	1-28-14	79	595
Elbert B. Samford, by E. B. Samford, Agent and Attorney in Fact	5-4-25	126	536
J. B. Samford, by E. B. Samford, Agent and Attorney in Fact	5-4-25	126	535
W. H. Cammack	1-28-14	79	594
W. A. Samford et ux	5-4-25	126	541
Dewey Parrish et ux	5-4-25	126	537
J. D. Majors et ux	1-28-14	31	27
J. D. Majors et ux	5-4-25	126	550
D. D. Bazer et ux	1-28-14	79	609
I. E. Bazer et ux	1-28-14	79	597
D. D. Bazer et ux	5-7-25	127	58
Mrs. W. J. Cockrell	1-28-14	79	593
H. M. Mitchell et ux	5-4-25	126	548
W. J. Shadowens et ux	1-29-14	79	596
W. J. Shadowens et ux	5-4-25	126	547
E. W. Cockrell	1-27-14	79	532
E. W. Cockrell	5-5-25	127	142
J. E. Widdon et al	2-19-14	79	549
Mrs. Bloom Wagstaff et vir	5-5-25	126	529
J. B. Broadus et ux	2-17-14	79	547
Annie Broadus	5-5-25	127	138
J. W. Sholar	2-23-14	81	20
J. W. Sholar et ux	5-5-25	126	548
R. Sholar	2-23-14	81	17
J. B. Paramore et ux	2-23-14	81	15
R. Sholar et ux	5-4-25	126	542
Cohron Davis et ux	2-23-14	79	591
Alma Davis et vir	5-26-25	(127)	139
		(128)	96
C. P. Hooper et ux	2-24-14	79	537
C. P. Hooper et ux	7-15-24	124	473
Ima Odom et al	2-23-14	81	9
Ima Odom Hutt et al	7-14-24	124	485
J. D. Sholar	2-19-14	79	613
J. D. Sholar	7-15-24	124	433
W. F. Talley et ux	2-23-14	79	539
Mrs. W. F. Talley	7-14-24	124	476
W. A. Whiddon et ux	2-18-14	79	504
A. O. Whiddon	7-14-24	124	480
R. A. Whiddon et ux	2-18-14	79	585
E. W. Cockrell et ux	7-14-24	124	479
J. F. Beasley et ux	2-16-14	81	11
T. A. King	7-14-24	124	478
G. W. Hanson et ux	2-16-14	79	583
Mrs. G. W. Hanson, Adm. of the G. W. Hanson Estate	7-14-24	124	481
Earl Hanson et al	11-9-51	306	192
R. A. Rushing, by W. A. Whiddon, Agent	2-20-14	81	478
Mrs. Viola Rushing, by A. O. Whiddon, Agent and Attorney in Fact	8-5-25	Unrecorded	
Mrs. Viola Rushing, by A. O. Whiddon, Agent and Attorney in Fact	8-27-25	Unrecorded	
Mrs. M. Lochabay	9-23-25	128	254
W. R. Crawford et ux	2-24-14	79	588
W. R. Crawford et ux	7-16-24	124	467
M. M. Carroll, Jr.	2-16-14	79	581

J. T. Carroll	7-15-24	124	470
H. J. Hennigan et ux	2-18-14	79	544
Mrs. H. J. Hennigan	7-15-24	124	484
C. H. Freeman et ux	2-18-14	79	545
C. H. Freeman et ux	7-15-24	124	469
W. L. Barron et ux	2-18-14	81	547
Paul Barron et ux.	7-15-24	124	471
J. T. Caldwell et ux	2-18-14	79	546
J. T. Caldwell et al	7-17-24	131	497
H. Q. Hoard et ux	6-10-52	311	256
M. E. Bowlin et ux	6-10-52	311	258

RED RIVER PARISH, LOUISIANA

W. A. Nabors	5-2-14	"S"	2
W. A. Nabors	4-28-25	43	201
Grand Bayou Planting Co., Ltd.	5-2-14	"S"	3
Grand Bayou Planting Co.	5/5/25	43	197
S. G. Sample	5-19-14	R	483
S. G. Sample	5-6-25	43	199
J. A. Kennedy et al	7-7-25	43	251
J. T. Kennedy et ux	5-6-14	R	428
R. A. Calhoun	5-6-14	R	426
Mrs. Gladys Murrell Miller et al	7-18-42	67	1
Mrs. Gladys Murrell Miller et al	2-28-50	87	3
Mrs. Gladys Murrell Miller et al	10-2-50	88	168
Mrs. Abnie McClelland	7-17-42	67	2
Mrs. Abbie M. McClelland	5-28-25	43	202
Mrs. Abbie M. McClelland	1-2-20	35	435
M's. Abbie M. McClelland	5-2-42	66	246
Mrs. A. M. McClelland	2-24-50	87	1
William McClelland	1-31-55	95	451
Mrs. Abbie Marston McClelland et al	3-5-55	95	565
B. M. Teekell	3-19-15	U	364
T. J. Crichton et al	12-17-19	35	449
T. J. Crichton	4-30-25	43	200
Paul Krumbholz	12-31-19	35	448
N. S. McLeod	12-22-19	35	440
William McClelland, Jr., et ux	2-23-55	95	562
J. G. Marston	1-2-20	35	438
Wm. McClelland, Jr. et al	2-23-55	95	564
Ruffin P. Wilson et ux	2-23-55	95	561
S. N. Stephens	12-31-19	35	437
J. B. Brown et al	12-22-19	35	433
Arthur O'Quin et al	10-22-52	92	309
E. A. Carlisle	5-12-20	37	503
Globe Lumber Co., Inc.	1-13-20	35	525
Phillip Tully	12-27-19	35	439
R. A. Wilson	12-15-19	35	443
Mrs. Leona Bailey	12-15-19	35	445
H. W. Tully	12-15-19	35	444
P. M. Tipton	12-16-19	35	442
Jno. Lovelace	12-13-19	35	447
Alfred Daniels	12-13-19	35	446
A. Daniels	7-22-24	41	449
Sam Lisso	12-18-19	35	441

DE SOTO PARISH, LOUISIANA

Mrs. M. E. Garrett et al	7-17-24	70	272
C. R. Caraway et al	2-20-14	36	374
Evelyn Coday	7-17-24	70	273
J. R. Vance	2-20-14	36	400

Della Clark et al	7-16-24	70	274
Amanda Smith et vir	2-11-14	36	396
Anna Boykin Thornton	7-16-24	70	275
G. Glaster	2-11-14	36	381
Tom Hackett	7-16-24	70	276
Tom Hackett	2-10-14	36	383
A. L. Parker	7-16-24	70	278
A. L. Parker	2-13-14	36	393
M. L. Billingsley	7-16-24	70	277
Mary L. Billingsley et vir	2-10-14	36	371
C. E. Bogle	7-16-24	70	279
C. E. Bogle	2-13-14	36	372
C. H. Horton	7-16-24	70	280
Charley Horton	2-10-14	36	337
Josh Jones	7-16-24	70	281
Mike H. Parker	2-10-14	36	392
Joe Mitchell	7-16-24	70	282
H. H. Creech et al	8-17-25	74	512
J. M. Creech et al	7-16-24	70	283
J. M. Creech et al	2- ? - 14	36	330
J. H. Billingsley	7-17-24	70	270
J. H. Billingsley	2-11-14	36	372
I. D. Hilton	5-1-25	74	231
I. D. Hilton	2-11-14	36	336
W. E. Stephens	3-26-14	36	396
W. E. Stephens	8-18-25	74	513
Mrs. S. E. Hilton	4-30-25	74	278
Sarah E. Hilton	2-9-14	36	335
Josie Allen, Tutrix for W. L., R. M., and J. C. Faglie	5-4-25	74	297
J. W. Stephenson, Gdn. for Willie Lee, Rhoda May and John Claude Faglie	2-12-14	36	397
J. D. Williams	4-30-25	74	277
J. D. Williams	2-9-14	36	401
Mrs. E. T. Ritch et al	6-9-25	74	330
Mrs. J. M. Creetch et vir	2-10-14	36	379
Mrs. R. E. Elliott et al	5-19-25	74	379
Maybelle Stephens et vir	2-9-14	36	393
Freeman Chariene	2-3-14	36	376
Mrs. M. V. Moon	4-30-25	74	271
Mrs. Mary V. Moon	2-5-14	36	391
M. C. Pugh et al	4-30-25	74	273
M. C. Pugh et al	2-3-14	36	394
Joe Chariene	4-30-25	74	279
B. D. Jerry	2-4-14	36	389
Ned Chariene	4-30-25	74	276
Ned Chariene	2-3-14	36	375
W. H. Harris	4-30-25	74	275
Wesley Harris	2-3-14	36	384
A. J. Caldwell	4-30-25	74	280
A. J. Caldwell	2-3-14	36	374
G. W. Tull	4-29-25	74	301
G. W. Tull	2-9-14	36	399
Mary L. Sutherlin, Adm. of Est. of E. W. Sutherlin	4-30-25	74	274
Edgar W. Sutherlin	2-4-14	36	398
L. M. Cook	4-29-25	74	300
L. M. Cook et al	1-30-14	36	377
T. M. Cook	1-30-14	36	378
J. M. Huson	4-29-25	74	299
James Bradford	1-30-14	36	373
G. W. Coleman	2-23-14	34	590
Mrs. Stella Hollowell	4-29-25	74	298
H. G. Hollowell et al	5-18-37	121-	566
Stella Hollowell	2-9-14	36	386

- 10 -

Louisiana Land & Investment Co.	1-28-14	36	390
Jonas Green	4-30-25	74	270
Jones Green	1-28-14	36	382
Jenkins Mining, Agricultural and Development Co.	4-29-25	74	295
Jankins Mining, Agricultural and Development Co.	1-27-14	36	389
Tom Edwards	4-29-25	74	296
Tom Edwards	1-28-14	36	381
J. B. Nabors	4-29-25	74	293
C. S. McMichael	1-29-14	36	391
Mrs. M. L. Jenkins et al	4-29-25	74	294
C. E. Jenkins	1-29-14	36	388
Louis A. Cowley	11-11-42	141	578
Louis A. Cowley	4-29-25	74	292
Louis A. Cowley	1-29-14	36	378
W. T. Crosby et al	3-21-14	36	186
J. T. Henderson	4-28-25	74	290
J. T. Henderson	1-29-14	36	384
Wm. C. Pegues	5-5-25	74	287
Wm. C. Pegues, Agent for L.S. Pegues et al	5-5-25	74	286
Mary Pegues Shepard etvir	11-6-15	38	586
Frances Pegues Wolfe et vir	2-9-14	34	563
Wm. C. Pegues	8-11-14	36	365
L. S. Pegues	2-16-14	34	618
A. P. Shelton	1-31-14	36	395
W. C. Sharpe	7-19-24	70	271
Wm. C. Sharp	2-16-14	34	592
Wm. C. Sharp	1-30-14	36	394
Wm. C. Sharp	10-1-13	33	453
W. C. Sharpe	6-3-13	32	388
John Jackson	6-3-13	32	387
Alice Smith, by Milton Smith Agent and Attorney in Fact	11-3-24	70	450
Raymond Willis, Indv. and as Tutor for heirs of Josephine Willis, Dec'd.	10-10-24	70	399
Mildred Jackson et al	7-18-24	70	308
John Thomas et al	2-17-14	34	629
Josephine Willis et vir	6-5-13	32	390
Roberta Thomas et vir	6-5-13	32	389
John Thomas, Jr.	6-5-13	32	389
M. C. Gant	9-4-24	70	359
Mim Gant	2-17-14	34	626
Mim Gant	6-5-13	32	384
Jennie A. Coleman	7-18-24	70	284
Jennie A. Coleman	2-17-14	34	624
Jennie Coleman	6-5-13	32	381
C. J. Hamilton	7-19-24	70	290
Mrs. R. O. Youngblood et vir	8-10-14	36	353
Mrs. Serena Mason et vir	8-10-14	36	355
W. W. Rascoe	2-18-14	34	590
George Rascoe	8-10-14	36	353
Mrs. R. L. Taylor et vir	8-10-14	36	354
C. J. Hamilton	2-17-14	34	628
J. R. Hamilton	2-17-14	34	627
Mrs. Serena Mason	8-22-13	33	329
Julious P. Roscoe	7-19-13	33	142
W. W. Rascoe	6-9-13	32	600
George Rascoe et al	6-6-13	32	388
W. P. Hamilton	6-5-13	32	385
S. T. Slaton	7-18-24	70	285
S. E. Freeman, Indv. and as Natural Tutor for minor heirs of Mrs. H. M. Freeman	7-18-24	70	287
Mrs. H. M. Freeman et vir	2-17-14	34	625

- 11 -

J. R. Hamilton	7-18-24	70	286
Elizabeth J. Fincher	6-5-13	32	383
J. R. Hamilton	6-5-13	32	385
B. W. Hamilton	7-18-24	70	289
B. W. Hamilton	2-17-14	34	626
B. W. Hamilton	6-6-13	32	386
Jesse Randel	7-18-24	70	288
J. Randle	2-16-14	34	593
Jesse Randel	6-6-13	32	387
M. E. Terrell	2-20-14	34	591
M. E. Terrell	6-7-13	32	394
W. H. Farmer et al	7-18-24	70	307
D. R. Brownfield	5-9-25	74	269
Fair Brownfield et al	4-28-25	74	302
W. H. Farmer	4-28-25	74	272
Frank T. Brownfield et al	2-16-14	34	623
Frank Brownfield	6-12-13	32	564
D. R. Brownfield	6-12-13	32	562
Mrs. Alice Nicholas	6-11-13	32	563
Alice A. Brownfield	6-11-13	32	565
Mrs. Lizzie Ricks	6-11-13	32	562
Fair Brownfield	6-11-13	32	564
Gerald Brownfield	6-5-13	32	394
Frank Brownfield	4-29-14	35	444
S.J. Allen	6-10-13	32	463
W. A. Nabors	4-28-25	74	289
Florien Giauque	2-27-14	Unrecorded	
W. A. Nabors	2-13-14	34	594
W. A. Nabors	6-14-13	32	492
Florien Giauque	6-5-13	32	334
W. A. Nabors	4-28-25	74	304
J. B. Nabors	2-14-14	34	595
John F. Ritch	2-17-14	34	628
M. Alexander	2-17-14	34	623
Mark Alexander	6-6-13	32	380
J. M. Nabors, Agent for J. H. Nabors	6-14-13	32	492
Willis W. Williams et al	5-6-25	74	283
Willis W. Williams	2-14-14	34	592
Willis W. Williams	6-9-13	32	419
Jenkins Mining, Agricultural & Development Company	2-16-14	34	615
B.Y. Wemple	4-28-25	74	291
D. W. Saunders	11-17-15	38	635
B. Y. Wemple	12-12-13	34	170
Mrs. M. S. M. Scales et al	5-27-25	74	268
Mrs. M. S. M. Scales et al	3-12-17	42	557
Mrs. M. S. M. Scales et al	5-11-14	35	529
Mattie Dorsey et vir	4-27-25	74	303
Dennis Dorsey	2-20-17	42	369
Dennis Dorsey	5-14-14	35	542
Willis W. Williams	5-5-25	74	284
Willis W. Williams	5-2-14	35	470
S. G. Sample	5-6-25	74	282
S. G. Sample	5-19-14	35	621
Willis W. Williams et al	5-5-25	74	288
Willis W. Williams et al	5-13-14	35	514
Mrs. M. F. Williams et al	5-5-25	74	285
Boling Williams	5-22-14	36	24

BIENVILLE PARISH, LOUISIANA

H. F. Hayes	12-16-19	61	259
Mrs. H. F. Hayes	7-22-24	77	29
Virginia Bias et al	7-22-24	77	19
Albert Casey	7-22-24	77	17

Joeanna Bias	11-16-20	65	406
Albert Casey	12-12-19	61	248
Joe Anna Bias	7-23-24	77	18
J. M. Hudnall et al	12-15-19	61	244
Mary Ann Garrett	12-12-19	61	275
W. J. Huckaby	12-12-19	61	243
W. J. Huckaby	7-22-24	77	21
The Globe Lumber Co., Inc.	1-13-20	61	313
S. L. Manning et al	12-6-19	61	268
S. L. Manning et al	7-22-24	77	22
A. L. Burkhalter	12-4-19	61	250
A. L. Burkhalter	7-23-24	77	24
G. E. Huckaby	12-6-19	61	249
G. E. Huckaby	7-22-24	77	25
H. J. Giddens	11-5-19	61	245
H. J. Giddens	7-22-24	77	27
Reid Williams	12-21-36	Unrecorded	
J. V. Bartley	11-5-19	61	245
J. V. Bartley	7-22-24	77	28
W. Reid Williams	4-22-20	64	82
W. Reid Williams	9-8-24	77	142
W. J. Jolly	12-5-19	61	261
W. J. Jolly	7-22-24	77	33
Mrs. S. A. Tipton	12-5-19	61	249
Mrs. S. A. Tipton	12-16-19	61	265
S. A. Tipton	7-22-24	77	30
J. T. Nettles	12-8-19	61	263
M. C. Nettles	7-23-24	77	31
W. A. Crumpton	12-6-19	61	256
W. A. Crumpton	7-23-24	77	34
Laura Rambo	12-5-19	61	242
Laura Rambo	7-22-24	77	35
Irvin Roberson	12-6-19	61	247
Narsissus Roberson et al	7-23-24	77	36
Mrs. M. R. Johnson et al	1-3-20	61	270
Mrs. C. A. Thomas et al	7-23-24	77	38
Mrs. Mattie E. Etchison et al	6-12-23	Unrecorded	
Mrs. Mattie E. Etchison et al	7-24-24	77	389
Mrs. Mattie E. Etchison et al	5-20-25	79	405
Levy Dicky	12-4-19	61	267
O. G. Thomas	12-4-19	61	262
O. G. Thomas	4-22-25	78	400
L. C. Graves et ux	11-26-19	60	507
Mrs. L. C. Graves	4-22-25	78	402
W. W. Armstead, Attorney in Fact for the R. A. Armstead Estate	12-18-19	61	269
W. B. Smith	4-23-25	78	398
O. G. Thomas et al	12-4-19	61	243
O. G. Thomas et al	4-22-25	78	401
Anis Theus	11-27-19	60	524
George Henry Theus	11-27-19	60	506
G. H. Theus	4-22-25	78	404
S. B. Tooke	1-3-20	61	257
Mrs. A. L. Tooke et al	4-22-25	78	403
E. D. Graves et al	11-24-19	60	479
E. D. Graves et al	4-22-25	78	406
W. B. Davis, Sr. et al	11-24-19	60	383
W. B. Davis, Sr.	4-22-25	78	407
J. W. Adams	6-12-24	50	393
W. E. Hough	6-12-24	50	392
T. A. Glass	6-21-24	50	387
John McGurk et al	6-16-24	50	394
Arthur Dutton	6-12-24	50	393
A. E. Drake et al	6-16-24	50	395
E. L. Langston et al	6-24-24	50	405
Ida V. Goodwill, by Robt. Roberts, Jr., Agent	6-17-24	50	402

CLAIBORNE PARISH, LA.

Lem Frye	6-16-24	50	403
W. W. Bridwell	6-16-24	50	403
J. L. Ferguson	6-20-24	50	378
D. L. O. Triplet	6-21-24	50	385
J. A. Knighton	6-17-24	50	399
Mrs. Hattie E. Fincher	6-17-24	50	404
R. H. Miller	6-16-24	50	401
Mrs. Mollie J. Kennebrew et al	6-17-24	50	395
Mrs. Josephine Kelly	6-20-24	50	377
John L. Kimbell	6-20-24	50	373
Miles Taylor	6-17-24	50	401
W. T. Eastep	6-17-24	50	400
John Ferrell, Agent	6-18-24	50	388
John Ferrell	6-18-24	50	389
S. B. Brown	6-17-24	50	389
Davis Moreland	6-17-24	50	390
F. A. Gladney	6-18-24	50	391
Mrs. M. T. Gladney	6-18-24	50	391
Belle Davidson et al	6-17-24	50	387
Andrew Kingkade, Trustee, for Oklahoma Farm Mortgage Company	4-8-25	56	228
M. B. Kinnebrew	6-19-24	50	331
I. Bullock	6-17-24	50	336
T. H. Tuggle	6-21-24	50	383
F. R. Jones	6-19-24	50	335
T. H. Tuggle	6-21-24	50	383
Mrs. Beryl Kirkpatrick et al	6-21-24	50	384
J. C. Tuggle et al	6-30-24	50	369
J. C. Tuggle et al	6-30-24	50	371
Roy Burkholder et al	6-30-24	50	363
Jim Shingleton	6-21-24	50	377
Stoke Seals	6-30-24	50	364
Mrs. Pattie Ferguson	7-12-24	50	397
Rob Howard	6-21-24	50	376
Charley Watts	6-21-24	50	375
Mrs. Cordelia E. Bonner	9-17-24	50	535
T. B. Wilkerson et al	6-30-24	50	362
Bob Thompson et al	6-21-24	50	374
Delie Mardis	6-21-24	50	379
Theo Mardis et al	6-6-53	233	168
J. W. Menefee	6-20-24	50	382
Logan Willis	6-30-24	50	361
Logan Willis	6-21-24	50	381
Mrs. Pearl S. McCranie et al	6-30-24	50	363
Minnie Willis et al	6-21-24	50	379
Did Ridley	6-21-24	50	380
W. W. Nicholas	6-30-24	50	360
J. L. Burdine	6-30-24	50	360
E.H. Monk, Tutor for Dorothy Monk	7-12-24	50	396
S. E. Moon	6-30-24	50	359
Mrs. J. B. Williams	7-5-24	50	373
J. H. Odom	7-1-24	50	354
Percy Heard	6-30-24	50	353
J. H. Odom et al	7-1-24	50	354
Mrs. Catherine Gray et al	7-2-24	50	370
W. A. Gray	7-2-24	50	371
A. L. Ramsey	7-24-24	50	349
J. C. Goocher	6-30-24	50	365
A. M. Rainach	7-1-24	50	355
J. D. Branch	9-11-24	50	526
G. W. Anderson	7-1-24	50	353
J. M. Allgood	7-1-24	50	352
G. E. Henderson	7-1-24	50	351
G. H. Deese et al	7-2-24	50	357
Mrs. Ellen Barber	7-1-24	50	397
J. S. Brown	7-1-24	50	351

- 14 -

W. A. Fielder	7-1-24	50	350
H. O. Bays	6-30-24	50	399
T. A. Tanner	6-30-24	50	366
A. L. Ramsey	6-30-24	50	375
Mrs. M. L. Matthews et al	7-1-24	50	372
Mrs. M. L. Matthews	7-14-24	50	348
J. T. Orr, by Geo. Glover	7-1-24	50	366
Law Hoof	7-2-24	50	398
Joe Hoof	7-2-24	50	368
P. F. Gully	7-1-24	50	367
The Federal Land Bank of New Orleans	7-14-36	95	273
T. B. Leake	7-2-24	50	368
J. A. Johnson	7-2-24	50	357
The Federal Land Bank of New Orleans	8-22-36	95	358
H. D. Kelly	7-2-24	50	356

WEBSTER PARISH, LOUISIANA

J. H. Evans	4-22-25	68	471
J. H. Evans, Jr.	1-3-20	39	393
B. A. Franklin	4-22-25	68	494
B. A. Franklin	12-11-19	39	386
W. O. Noles	4-22-25	68	472
W. O. Noles	11-22-19	39	102
R. H. Jones	4-22-25	68	495
R. H. Jones	11-24-19	39	105
W. B. Smith	4-23-25	68	464
W. B. Smith	11-20-19	39	88
C. C. Driskell	4-22-25	68	476
C. C. Driskell	11-24-19	39	104
W. B. Smith	4-23-25	68	467
H. E. Perrit	11-24-19	39	94
E. S. Culverhouse	4-22-25	68	479
C. C. Culverhouse et al	11-24-19	39	89
M. J. Murphey	4-22-25	68	473
M. J. Murphy	11-24-19	39	98
W. A. Winn, by J. M. Pierce, Agent	4-23-25	68	491
J. W. Fuller	4-17-20	42	156
J. M. Pearce, Agent for Mrs. Ida Winn	11-24-19	39	106
O. P. Wood	4-22-25	68	475
A. L. Poland	11-24-19	39	99
J. C. Reeves	4-23-25	68	489
Joe A. Reeves	11-22-19	39	90
J. R. Phillips	4-22-25	68	477
J. R. Phillips	11-22-19	39	87
C. B. Walker et al	4-23-25	68	465
J. D. Holt	11-26-19	39	95
J. L. Watts et al	4-23-25	68	488
J. L. Watts et al	11-22-19	39	91
Webb Gibson	4-23-25	68	484
Webb Gibson	11-22-19	39	100
G. B. Moore	4-23-25	68	437
Guy B. Moore	11-22-19	39	92
Donald Goodwill	11-24-19	39	108
Donald Goodwill	4-24-25	68	483
Eliza Tillman	4-23-25	68	485
Isaac Tillman	12-11-19	39	384
T. E. Flourney et al	12-22-19	39	385
Bodcaw Lumber Co. of Louisiana	11-30-36	115	299
T. Crichton, Jr., Trustee	4-24-25	68	480
T. Crichton, Jr., Trustee	11-20-19	39	101
Henry Kennon	4-23-25	68	492
Henry Kennon	11-14-19	39	117
John Seamster	4-24-25	68	481
John Seamster	11-14-19	39	109
W. A. Owens	3-31-20	41	554

- 15 -

Goodwill Succession, by Robert Roberts	11-20-19	39	112
W. A. Owens	4-23-25	68	468
H. C. Turner	1-5-20	39	392
T. Crichton, Jr., Trustee	1-3-20	39	390
H. M. Walker	11-14-19	39	120
Laura Burson	12-2-19	39	387
Mrs. C. W. Pace	5-18-25	68	461
D. L. Long	12-30-19	39	381
G. F. Vise	12-30-19	39	380
I. C. Chandler	4-23-25	68	469
Thomas Owens	5-7-25	68	462
W. T. Owens	11-15-21	48	178
T. C. Connell	11-13-19	39	135
S. B. Boyet	11-14-19	39	138
P. H. Walker	11-14-19	39	136
T. C. Connell	6-13-24	64	403
P. F. Talton	6-13-24	64	409
J. E. Morgan et al	6-15-24	64	401
E. L. Cox	6-12-24	64	412
P. L. Brantley	6-12-24	64	414
G. M. Lunsford	6-12-24	64	413
Joe Martin et ux	6-13-24	64	415
Mrs. M. Rochester	9-23-24	66	223
T. W. Spivey	6-16-24	64	406
E. D. Harvey	6-13-24	64	417
Federal Land Bank of New Orleans	8-22-36	112	146
W. M. Miller	6-13-24	64	402
T. Crichton, Jr., Tr.	6-12-24	64	410
Robert Batten	6-13-24	64	419
C. H. Harvey	6-13-24	64	418
Mrs. A. H. Spradley	6-17-24	64	404
J. G. Ferguson	6-19-24	64	405

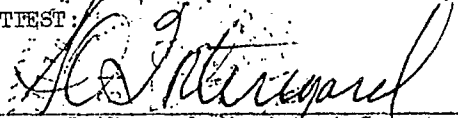
UNION COUNTY, ARKANSAS


H. A. Lowery et ux	7-10-24	189	536
W. S. Brown et ux	6-26-24	189	354
W. B. Rhodes et ux	6-26-24	189	347
A. E. Adams et ux	6-26-24	189	356
W. W. Rhodes et ux	6-26-24	189	349
R. J. McDonald et ux	6-26-24	189	373
J. W. Partridge et ux	7-3-24	189	491
D. E. McCorvey et al	6-26-24	189	380
J. A. Wilkinson	6-26-24	189	345
A. Galbraith et ux	6-26-24	189	352
D. E. McCorvey	6-26-24	189	351
James Jenkins et ux	6-21-24	189	237
Shreveport-Eldorado Pipe Line Co., Inc.	6-24-24	188	560
J. M. Eskew	6-21-24	189	239
H. F. Robbins	7-2-24	189	446
H. A. Robbins et ux	6-21-24	189	283
J. D. Trimble et ux	6-19-24	188	505
George H. Thurlkill et ux	6-21-24	189	285
J. J. Eudy et ux	6-18-24	188	509
J. N. Foster et ux	6-17-24	188	518
J. P. Combs et ux	6-17-24	188	512
G. W. Combs et ux	6-17-24	188	511
Pauline Fennell	6-17-24	188	516
H. H. Tanner et ux	6-17-24	188	524
C. H. Combs et ux	6-17-24	188	514
Bettie E. Pickering	8-29-42	442	336
Jas. Carroll et al	3-7-42	452	313
The City of El Dorado	9-3-42	452	320
Virginia E. Hinson et al	8-7-42	452	322
C. H. Combs et al	8-20-42	452	330
Mrs. Gladys Morgan	8-15-42	452	328

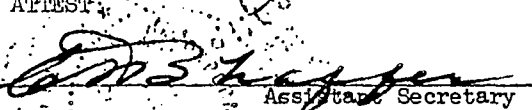
Mattie B. Emerson	8-7-42	452	324
Jesse F. Nash et ux	8-20-42	452	326
Lily Marsh	8-18-42	452	338
J. D. Trimble et al	8-7-42	452	332
E. H. Mellor et ux	8-10-42	452	334
E. H. Mellor	6-12-24	188	391
A. Frazier et ux	6-12-24	188	533
W. A. Alderson et ux	6-12-24	188	529
Harriett Williams	6-12-24	188	389
J. E. Lawton	6-12-24	188	531
G. H. Goodwin	6-13-24	188	527
J. R. Burns et ux	6-25-24	189	344
John C. Schmidt et ux	6-16-24	188	525
H. C. McKinney et ux	6-12-24	188	386
M. G. Murphy et ux	1-26-23	157	49
F. M. Delano et ux	8-11-24	191	491
A. C. Ebert et ux	8-11-24	191	489
J. D. Bull et ux	1-30-23	157	168
Ester Mae Shilling	11-16-53	673	141
Eliza Fields	1-30-23	157	165
Geo. Field	2-1-23	157	163
J. W. Wysinger	2-1-23	157	153
Mose Meuser et ux	1-6-23	152	176
Mose Meuser et ux	8-8-24	191	487
Nelson Jones	1-6-23	152	174
H. T. Perry et ux	1-4-23	157	161
S. T. Hays	1-5-23	152	173
Julius Miller et ux	8-22-49	566	167

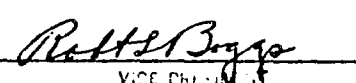
TO HAVE AND TO HOLD the above described and listed easements, pipe line and telegraph and telephone line, unto the said Texas Eastern Transmission Corporation, its successors and assigns, forever.

IN TESTIMONY WHEREOF, these presents have been executed on behalf of Gulf Refining Company and Gulf Oil Corporation and their corporate seals affixed thereunto on this 2nd day of November, 1959.

ATTEST:

S. C. Tostengard, Assistant Secretary

GULF REFINING COMPANY
BY: 
J. L. Irvin, President

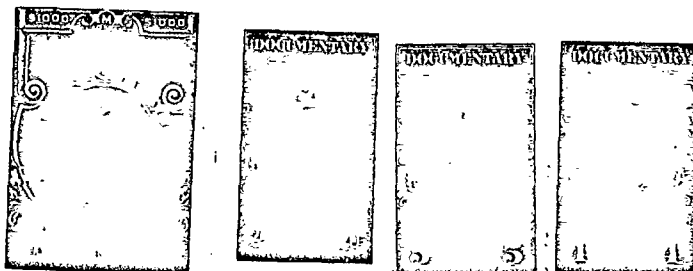
ATTEST:

Assistant Secretary

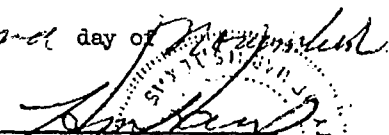
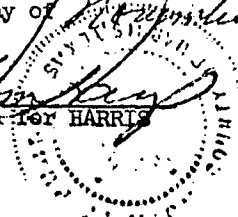
GULF OIL CORPORATION
BY: 
VICE PRESIDENT

THE STATE OF TEXAS I
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared J. L. Irvin, known to me to be the person whose name is subscribed to the foregoing instrument as President of Gulf Refining Company, and acknowledged to me that he executed such instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 2nd day of November, 1959.



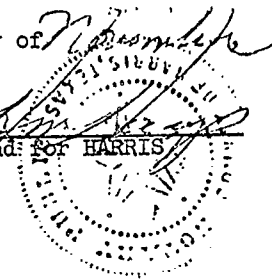

Notary Public in and for HARRIS COUNTY, TEXAS.


THE STATE OF TEXAS I
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared R. L. BOGGS, known to me to be the person whose name is subscribed to the foregoing instrument as _____ of Gulf Oil Corporation, and acknowledged to me that he executed such instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2nd day of November 1959.

NOTARY PUBLIC in and for HARRIS COUNTY, TEXAS.



This instrument was prepared by John E. Bailey, P. O. Drawer 2100, Houston 1, Texas, for Gulf Refining Company.

THE STATE OF TEXAS
COUNTY OF ANGELINA

I, Tom L. Hampton, Clerk of The County Court of said County, do hereby certify that the foregoing instrument of writing dated on the 2 day of Nov A. D. 1959, with its certificate of authentication was filed for record in my office on the 28 day of Nov A. D. 1959 at 11:30 o'clock A.M. and duly recorded this 1 day of Dec A. D. 1959 at 11:10 o'clock A.M. in the Deed records of said county, in Volume 237 on page 86.

Witness my hand and seal of the County Court of said County at office in the Town of Lufkin, Texas, the day and year last above written.

TOM L. HAMPTON, County Clerk
Edith Carrell Deputy Angelina County, Texas



Handwritten notes: 5 59 8:00 1/11
5 59 11:00 1/11

Filed: December 5, 1959 @ 8:00 AM
Recorded: December 8, 1959 @ 4:00 PM

4000

6434

DEED, CONVEYANCE AND ASSIGNMENT
FROM
TE PRODUCTS PIPELINE COMPANY, LIMITED PARTNERSHIP
TO
LANCER RESOURCES COMPANY

Dated as of July 21, 1992

KNOW ALL MEN BY THESE PRESENTS THAT:

I.

TE PRODUCTS PIPELINE COMPANY, LIMITED PARTNERSHIP, a limited partnership organized and existing under the laws of the State of Delaware, with its principal office in Houston, Texas (hereinafter sometimes called "TEPPCO"), acting by and through its sole general partner TEXAS EASTERN PRODUCTS PIPELINE COMPANY for 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, conveyed and delivered, and by these presents does bargain, sell, transfer, assign, convey and deliver unto LANCER RESOURCES COMPANY, a corporation organized and existing under the laws of the State of Texas, with its principal office located at 1800 Bering Drive, Suite 410, Houston, Harris County, Texas 77057 (hereinafter sometimes called "Lancer"), all of the following described pipeline system and related facilities (commonly known as P-21 pipeline), rights-of-way, easements and permits, leases, and other rights and properties described herein situated in the State of Texas, LESS, SAVE AND EXCEPT TEPPCO's Timpson Station near Timpson, Angelina County, Texas, to-wit:

PIPELINE SYSTEM AND RELATED FACILITIES

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

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 previously attached to the Purchase Agreement as Exhibit A and by this reference made a part hereof.
2. 8" FEEDER LINE FROM LUFKIN TO TEXAS/LOUISIANA STATE LINE

COMMENCING at a point within property formerly owned by Gulf Refining Company in the Vincinti Micheli 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. Massingill in the Goguett Survey, as described by 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 30.8 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 The Brown Brick and Tile 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 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 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 TEPPCO for the construction, laying, maintenance, operation and removal of pipeline facilities in the State of Texas as set forth on Exhibit B attached hereto and by this reference

made a part hereof.

LEASES

All right, title and interest of TEPPCO in, to and under the following described leases, and all amendments thereto and all extensions or renewals thereof, said leases being those executed by the respective lessors, bearing the respective dates, and recorded respectively in the appropriate records of the counties of the State of Texas shown in Exhibit C attached hereto and made a part hereof.

II.

TO HAVE AND TO HOLD all of the above-described assets, rights and properties, together with all and singular the rights, privileges, hereditaments and appurtenances belonging to or in anyway appertaining to any or all of the premises, rights or properties hereinabove described and conveyed, unto the said LANCER RESOURCES COMPANY, its successors and assigns forever; and TE PRODUCTS PIPELINE COMPANY, LIMITED PARTNERSHIP does hereby bind itself and its successors to warrant specially and forever defend the same unto the said LANCER RESOURCES COMPANY, its successors and assigns, against every person whomsoever claiming or to claim the same, or any part thereof by, through or under TE PRODUCTS PIPELINE COMPANY, LIMITED PARTNERSHIP, 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 a current survey or visual inspection would reflect.

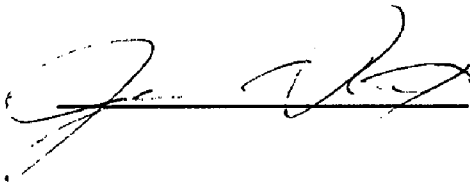
III.

The above described pipeline system and related facilities; rights-of-way, easements and permits; and leases hereby sold, transferred, assigned, conveyed and delivered to Lancer without recourse (even as to the return of the purchase price except as set forth in the Purchase Agreement dated September 18, 1990 between TE Products Pipeline Company, Limited Partnership and Lancer Resources Company), 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 PRECEDING SENTENCE AND IN ADDITION TO ANY DISCLAIMERS SET FORTH IN THE PURCHASE AGREEMENT, TE PRODUCTS PIPELINE COMPANY, LIMITED PARTNERSHIP HEREBY (i) EXPRESSLY DISCLAIMS AND NEGATES ANY REPRESENTATION OR 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 TE

PRODUCTS PIPELINE COMPANY, LIMITED PARTNERSHIP OR ANY OF ITS AFFILIATES ON ANY PATENT OR PROPRIETARY RIGHT OF ANY THIRD PARTY; AND (ii) NEGATES ANY RIGHTS OF LANCER RESOURCES COMPANY UNDER STATUTES OR AT COMMON LAW TO CLAIM DIMINUTION OF CONSIDERATION AND ANY CLAIMS BY LANCER RESOURCES COMPANY FOR DAMAGES BECAUSE OF REDHIBITORY VICES OR DEFECTS, WHETHER KNOWN OR UNKNOWN, IT BEING THE INTENTION OF LANCER RESOURCES COMPANY AND TE PRODUCTS PIPELINE COMPANY, LIMITED PARTNERSHIP THAT THE SUBJECT ASSETS ARE TO BE CONVEYED IN THEIR PRESENT CONDITION AND STATE OF REPAIR OR DISREPAIR.

IN WITNESS WHEREOF, TE PRODUCTS PIPELINE COMPANY, LIMITED PARTNERSHIP has caused these presents to be executed on its behalf and its corporate seal to be affixed by its officers thereunto duly authorized on the date of the acknowledgment annexed hereto, but effective as of 7:00 a.m. on the 21st day of July, 1992, which latter date shall be deemed to be the date hereof.

ATTEST:



ATTEST:

Ray Whitman

TE PRODUCTS PIPELINE COMPANY,
LIMITED PARTNERSHIP, acting by
and through its general partner,
TEXAS EASTERN PRODUCTS PIPELINE
COMPANY

By: D. Horton Cunningham
Title: VP-Operations & Engineering

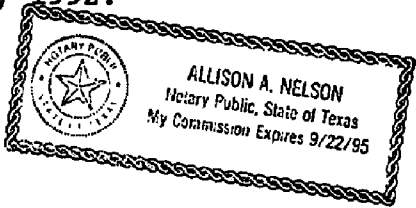
LANCER RESOURCES COMPANY

By: Carl C. Roberts
Title: PRESIDENT

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared O. HORTON CUNNINGHAM, of TEXAS EASTERN PRODUCTS PIPELINE COMPANY, a corporation, as general partner of TE Products Pipeline Company, Limited Partnership, known to me to be the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein set forth and as the act and deed of said corporation.

GIVEN under my hand and seal of office, this the 21st day of July, 1992.

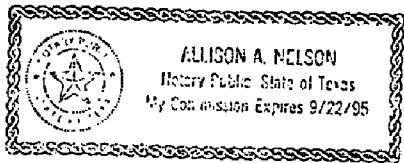


Allison A. Nelson
Notary Public in and for
the State of Texas

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared ROD C. ROBERTS, of LANCER RESOURCES COMPANY, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein set forth and as the act and deed of said corporation.

GIVEN under my hand and seal of office, this the 21st day of July, 1992.



Allison A. Nelson
Notary Public in and for
the State of Texas

EXHIBIT A

Alignment and Profile sheets of the TEPPCO Pipeline have been given to each party. The parties acknowledge that such are a part of the Agreement and constitute Exhibit A to the Agreement.

LANCER RESOURCES COMPANY

By: Title: PRESIDENT

TE PRODUCTS PIPELINE COMPANY,
LIMITED PARTNERSHIP, acting by
and through its general partner,
TEXAS EASTERN PRODUCTS PIPELINE
COMPANY

By: Title: General Partner

EXHIBIT B

EXHIBIT: B
Nacogdoches County, Texas

<u>DOC DATE</u>	<u>GRANTOR</u>	<u>GRANTEE</u>	<u>BOOK</u>	<u>PAGE</u>
06/27/10	Crawford, Tom, et al.	Gulf Pipe Line Co.	72	647
06/27/10	Hartt, J. W., et al.	Gulf Pipe Line Co.	74	16
06/27/10	Melton, T. J., et al.	Gulf Pipe Line Co.	75	77
06/27/10	Slay, J. A., et ux.	Gulf Pipe Line Co.	72	644
06/28/10	Faulkner, G. W., et ux.	Gulf Pipe Line Co.	74	21
06/28/10	Fears, A. J., et ux.	Gulf Pipe Line Co.	72	642
06/28/10	Strode, Mrs. M. I.	Gulf Pipe Line Co.	74	189
06/28/10	Tims, Dora, et al.	Gulf Pipe Line Co.	74	192
06/29/10	Hunt, S. W., et ux.	Gulf Pipe Line Co.	75	75
06/29/10	Parrott, F. N.	Gulf Pipe Line Co.	72	631
06/29/10	Peterson, Arthur, et al.	Gulf Pipe Line Co.	75	73
06/29/10	Williams, J. L., et ux.	Gulf Pipe Line Co.	75	68
06/30/10	Boyd, J. W., et ux.	Gulf Pipe Line Co.	74	22
06/30/10	Burns, R. H., et ux.	Gulf Pipe Line Co.	74	63
06/30/10	Peterson, T. J.	Gulf Pipe Line Co.	75	66
06/30/10	Richards, John M., et ux.	Gulf Pipe Line Co.	74	39
07/01/10	Hartt, W. G., et ux.	Gulf Pipe Line Co.	74	8
07/04/10	Angelina County Lumber Co.	Gulf Pipe Line Co.	72	634
07/04/10	Parrott, S. C., et al.	Gulf Pipe Line Co.	74	107
07/05/10	Manchaca, Joe, et ux.	Gulf Pipe Line Co.	74	24
07/05/10	Michelli, S.	Gulf Pipe Line Co.	74	31
07/05/10	Supulvado, T., et ux.	Gulf Pipe Line Co.	74	31
07/06/10	M. Peterson, et ux.	Gulf Pipe Line Co.	74	17
07/08/10	Hinjosa, Tom, et ux.	Gulf Pipe Line Co.	74	4
07/08/10	Richards, F. M., et ux.	Gulf Pipe Line Co.	74	23
07/09/10	Hoya, Chas., et al.	Gulf Pipe Line Co.	72	637
07/14/10	Fears, Alice	Gulf Pipe Line Co.	72	633
07/18/10	Cordova, Elareo, et ux.	Gulf Pipe Line Co.	74	29
07/18/10	Summers, J. H.	Gulf Pipe Line Co.	74	2
07/19/10	Henson, Josh	Gulf Pipe Line Co.	74	10
07/19/10	Rathbone, V. E.	Gulf Pipe Line Co.	74	38
07/20/10	Evans, A. M., et ux.	Gulf Pipe Line Co.	74	13
07/20/10	Greer, Dixon	Gulf Pipe Line Co.	72	630
07/20/10	Greer, Elma	Gulf Pipe Line Co.	72	629
07/20/10	Hoya, Chas.	Gulf Pipe Line Co.	74	6
07/20/10	Manchaca, Mrs. Antonia, et al.	Gulf Pipe Line Co.	74	33
07/20/10	Patterson, Mrs. J. E., et al.	Gulf Pipe Line Co.	90	429
07/20/10	Tims, Moses, et ux.	Gulf Pipe Line Co.	74	27
07/20/10	Westfall, Eli, et al.	Gulf Pipe Line Co.	74	101
07/21/10	Greer, Jessie	Gulf Pipe Line Co.	74	131
07/29/10	Means, C. S., et ux.	Gulf Pipe Line Co.	74	58
07/30/10	Simpson, Gladys, et al.	Gulf Pipe Line Co.	74	190
08/03/10	Barton, Ida, et vir	Gulf Pipe Line Co.	75	68
08/08/10	Williams, J. L.	Gulf Pipe Line Co.	74	110
08/22/10	Wortham, Louis J.	Gulf Pipe Line Co.	74	62
08/23/10	Westfall, Eli	Gulf Pipe Line Co.	75	65
08/25/10	Halacher, Fred W., et ux.	Gulf Pipe Line Co.	74	123
08/27/10	McCarty, Geo. S., Ind. and as Gdn.	Gulf Pipe Line Co.	749	238
08/27/10	Strode, Mrs. M. I., Ind., et al.	Gulf Pipe Line Co.	74	102

EXHIBIT: B
Nacogdoches County, Texas

DOC DATE	GRANTOR	GRANTEE	BOOK	PAGE
09/01/10	Melton, W. B., et ux.	Gulf Pipe Line Co.	74	507
09/01/10	Smith, S. A., et ux.	Gulf Pipe Line Co.	75	30
09/30/10	Moody, W. L.	Gulf Pipe Line Co.	74	143
11/10/10	Baker, Thos. E., et al.	Gulf Pipe Line Co.	74	188
11/12/10	Davidson, W. H.	Gulf Pipe Line Co.	75	77
11/16/10	Blount, E. A.	Gulf Pipe Line Co.	1676	741
12/07/10	Blount, E. A.	Gulf Pipe Line Co.	75	447
02/27/14	Parrott, S. C., et al.	Gulf Pipe Line Co.	82	422
02/28/14	Manchaca, Mrs. Antonia	Gulf Pipe Line Co.	85	55
03/02/14	Blackshear, T. L.	Gulf Pipe Line Co.	82	382
03/02/14	Harlacher, Mrs. F. W.	Gulf Pipe Line Co.	85	53
03/02/14	Henson, Josh	Gulf Pipe Line Co.	82	407
03/02/14	Hunt, S. W., et ux.	Gulf Pipe Line Co.	82	406
03/02/14	Strode, Mrs. J. W.	Gulf Pipe Line Co.	82	429
03/02/14	White, R. C.	Gulf Pipe Line Co.	82	435
03/03/14	Angelina County Lumber Co.	Gulf Pipe Line Co.	82	376
03/03/14	Blount, E. A.	Gulf Pipe Line Co.	82	383
03/03/14	Blount, G. A.	Gulf Pipe Line Co.	82	379
03/03/14	Blount, G. A.	Gulf Pipe Line Co.	82	379
03/03/14	Patterson, Mrs. J. E., et al.	Gulf Pipe Line Co.	82	424
03/03/14	Supulvado, T., et ux.	Gulf Pipe Line Co.	82	426
03/04/14	Aartt, W. G.	Gulf Pipe Line Co.	82	410
03/05/14	Faulkner, G. W., et ux.	Gulf Pipe Line Co.	85	52
03/05/14	Fears, Alex, et ux.	Gulf Pipe Line Co.	85	62
03/05/14	Hollis, W. H., et ux.	Gulf Pipe Line Co.	82	405
03/05/14	Tims, Moses, et ux.	Gulf Pipe Line Co.	85	59
03/06/14	Collins, R. L., et ux.	Gulf Pipe Line Co.	82	385
03/06/14	Tims, Ed, et ux.	Gulf Pipe Line Co.	82	433
03/25/14	Fears, Alice	Gulf Pipe Line Co.	82	391
03/26/14	Greer, Burnyan	Gulf Pipe Line Co.	82	392
03/26/14	Greer, Dixon	Gulf Pipe Line Co.	82	395
03/26/14	Greer, Elma, Miss	Gulf Pipe Line Co.	82	394
03/26/14	Greer, Mrs. Jessie	Gulf Pipe Line Co.	82	393
04/08/14	Parrott, Mrs. S. C.	Gulf Pipe Line Co.	85	58
04/08/14	Tillery, G. W., Jr.	Gulf Pipe Line Co.	85	58
04/09/14	DeBiazzeon, Don Caesar	Gulf Pipe Line Co.	85	51
04/10/14	Christian, J. W.	Gulf Pipe Line Co.	82	386
05/09/14	Hinajosa, Tom, et ux.	Gulf Pipe Line Co.	82	404
06/23/24	Strode, C. W.	Gulf Pipe Line Co. & Gulf Production Co.	110	601
06/23/24	Strode, Mrs. M. I.	Gulf Pipe Line Co. & Gulf Production Co.	110	600
06/30/24	Crawford, A. B.	Gulf Pipe Line Co. & Gulf Production Co.	110	626
06/30/24	Crawford, Tom, et ux.	Gulf Pipe Line Co. & Gulf Production Co.	110	621
06/30/24	Melton, Mart	Gulf Pipe Line Co. & Gulf Production Co.	110	629
06/30/24	Slay, Mrs. J. A.	Gulf Pipe Line Co. & Gulf Production Co.	110	628
06/30/24	Smith, Selener, et vir	Gulf Pipe Line Co. & Gulf Production Co.	110	623
06/30/24	Stublefield, E. D., et ux.	Gulf Pipe Line Co. & Gulf Production Co.	110	625
07/01/24	Barton, D. F., et ux.	Gulf Pipe Line Co. & Gulf Production Co.	112	14
07/01/24	Boyd, J. W., et ux.	Gulf Pipe Line Co. & Gulf Production Co.	112	17
07/01/24	Garrison, G. F.	Gulf Pipe Line Co. & Gulf Production Co.	124	14

EXHIBIT: B
Nacogdoches County, Texas

DOC DATE	GRANTOR	GRANTEE	BOOK	PAGE
07/01/24	Hartt, J. W., Ind. and as Atty-in-Fact	Gulf Pipe Line Co. & Gulf Production Co.	110	619
07/01/24	McMillan, J. M.	Gulf Pipe Line Co. & Gulf Production Co.	110	620
07/01/24	Peterson, T. J.	Gulf Pipe Line Co. & Gulf Production Co.	112	13
07/01/24	Richards, W. O., et ux.	Gulf Pipe Line Co. & Gulf Production Co.	112	15
07/01/24	Wortham, Wm. B.	Gulf Pipe Line Co. & Gulf Production Co.	112	10
07/02/24	McDuffie, D. M.	Gulf Pipe Line Co. & Gulf Production Co.	112	25
07/02/24	Melton, W. B., et ux.	Gulf Pipe Line Co. & Gulf Production Co.	112	8
07/03/24	Hart, Max W.	Gulf Pipe Line Co. & Gulf Production Co.	112	11
07/14/24	Mullins, Mrs. Annie, Ind., et al.	Gulf Pipe Line Co. & Gulf Production Co.	112	37
07/16/24	Burns, R. H., et al.	Gulf Pipe Line Co. & Gulf Production Co.	112	81
04/28/25	Blount, G. A.	Gulf Pipe Line Co. & Gulf Production Co.	114	134
04/28/25	Blount, G. A.	Gulf Pipe Line Co. & Gulf Production Co.	114	134
04/28/25	Blount, G. A.	Gulf Pipe Line Co. & Gulf Production Co.	114	134
04/28/25	Blount, G. A.	Gulf Pipe Line Co. & Gulf Production Co.	114	134
04/28/25	Blount, G. A.	Gulf Pipe Line Co. & Gulf Production Co.	114	134
04/28/25	Blount, G. A.	Gulf Pipe Line Co. & Gulf Production Co.	114	134
04/28/25	Blount, Guy A.	Gulf Pipe Line Co. & Gulf Production Co.	114	134
04/28/25	Stripling, G. E.	Gulf Pipe Line Co. & Gulf Production Co.	114	130
04/28/25	Tillery, G. W., Jr.	Gulf Pipe Line Co. & Gulf Production Co.	114	131
04/29/25	Harlacher, Mrs. F. W.	Gulf Pipe Line Co. & Gulf Production Co.	114	135
04/30/25	Blount, Itasca P.	Gulf Pipe Line Co. & Gulf Production Co.	114	132
05/05/25	Hall, J. Thos.	Gulf Pipe Line Co. & Gulf Production Co.	114	168
05/07/25	Martin, L. L., et ux.	Gulf Pipe Line Co. & Gulf Production Co.	114	182
05/08/25	Hall, R. A.	Gulf Pipe Line Co. & Gulf Production Co.	114	191
05/08/25	Ramsey, Mrs. A. L., et al.	Gulf Pipe Line Co. & Gulf Production Co.	114	219
05/09/25	Henson, Josh	Gulf Pipe Line Co. & Gulf Production Co.	114	229
05/09/25	Olds, G. L., et ux.	Gulf Pipe Line Co. & Gulf Production Co.	114	206
05/11/25	Berger, Robert	Gulf Pipe Line Co. & Gulf Production Co.	114	177
05/11/25	Brewer, Anna, Indv. and as Gdn.	Gulf Pipe Line Co. & Gulf Production Co.	114	179
05/11/25	Christian, R. J., et ux.	Gulf Pipe Line Co. & Gulf Production Co.	114	172
05/11/25	Cox, Rho	Gulf Pipe Line Co. & Gulf Production Co.	114	178
05/11/25	Henson, Josh	Gulf Pipe Line Co. & Gulf Production Co.	114	165
05/11/25	Miller, J. M., et ux.	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	Partin, R., et ux.	Gulf Pipe Line Co. & Gulf Production Co.	114	184
05/11/25	Reid, Marion Earl, et al.	Gulf Pipe Line Co. & Gulf Production Co.	114	166
05/11/25	Tillery, Edwin	Gulf Pipe Line Co. & Gulf Production Co.	114	169
05/12/25	Bockman, A., et ux.	Gulf Pipe Line Co. & Gulf Production Co.	114	181
05/12/25	Garrard, A. T., et ux.	Gulf Pipe Line Co. & Gulf Production Co.	114	193
05/12/25	Loveless, Mrs. W. V.	Gulf Pipe Line Co. & Gulf Production Co.	114	195
05/12/25	Mast, L. B., et al.	Gulf Pipe Line Co. & Gulf Production Co.	114	237
05/12/25	Smith, J. T., et ux.	Gulf Pipe Line Co. & Gulf Production Co.	114	221
05/12/25	Sturdevant, I. L.	Gulf Pipe Line Co. & Gulf Production Co.	114	174
05/13/25	Curl, Mrs. Julia	Gulf Pipe Line Co. & Gulf Production Co.	114	218
05/13/25	McNess, Geo. T.	Gulf Pipe Line Co. & Gulf Production Co.	114	192
05/13/25	Millard, J. W.	Gulf Pipe Line Co. & Gulf Production Co.	114	215
05/14/25	Partin, R., et ux.	Gulf Pipe Line Co. & Gulf Production Co.	114	209
05/14/25	Thorn, Bill, et al.	Gulf Pipe Line Co. & Gulf Production Co.	114	232

EXHIBIT: B
Nacogdoches County, Texas

DOC DATE	GRANTOR	GRANTEE	BOOK	PAGE
05/14/25	Weatherly, Jim W., et ux.	Gulf Pipe Line Co. & Gulf Production Co.	114	227
05/15/25	Blount, Itasca P.	Gulf Pipe Line Co. & Gulf Production Co.	114	216
05/15/25	Faulkner, G. W.	Gulf Pipe Line Co. & Gulf Production Co.	114	231
05/15/25	Millard, Bob T., et al.	Gulf Pipe Line Co. & Gulf Production Co.	114	149
05/15/25	Millard, Bob T., et ux.	Gulf Pipe Line Co. & Gulf Production Co.	114	225
05/15/25	Taylor, L.S., et al.	Gulf Pipe Line Co. & Gulf Production Co.	114	474
05/19/25	Greer, Mrs. Jessie	Gulf Pipe Line Co. & Gulf Production Co.	114	235
05/21/25	Gray, J. R., et al.	Gulf Pipe Line Co. & Gulf Production Co.	114	234
05/29/25	Faulkner, Ollie, et ux.	Gulf Pipe Line Co. & Gulf Production Co.	114	259
05/29/25	Fears, Alex, et ux.	Gulf Pipe Line Co. & Gulf Production Co.	114	261
07/31/25	Armfield, Mrs. Elma	Gulf Pipe Line Co. & Gulf Production Co.	114	326
07/31/25	Blackshear, T. L.	Gulf Pipe Line Co. & Gulf Production Co.	114	335
07/31/25	Greer, Dixon	Gulf Pipe Line Co. & Gulf Production Co.	114	328
07/31/25	Greer, E. S., et ux.	Gulf Pipe Line Co. & Gulf Production Co.	114	329
07/31/25	White, R. C.	Gulf Pipe Line Co. & Gulf Production Co.	114	333
08/01/25	Howard, W. C.	Gulf Pipe Line Co. & Gulf Production Co.	114	330
08/01/25	Muckelroy, C. H., et ux.	Gulf Pipe Line Co. & Gulf Production Co.	114	336
08/01/25	Strode, Mrs. J. W.	Gulf Pipe Line Co. & Gulf Production Co.	114	339
08/01/25	Wagner, J. F., et ux.	Gulf Pipe Line Co. & Gulf Production Co.	114	332
08/06/25	Loeckle, C. H.	Gulf Pipe Line Co. & Gulf Production Co.	114	341
08/21/25	Greer, James D.	Gulf Pipe Line Co. & Gulf Production Co.	114	371
08/21/25	Skeeters, J. D.	Gulf Pipe Line Co. & Gulf Production Co.	114	369
02/23/26	Tillery, George W., Gdn., et al.	Gulf Pipe Line Co. & Gulf Production Co.		
11/22/26	Garrett, J. E.	Gulf Pipe Line Co. & Gulf Production Co.	117	241
05/09/28	Ramsey, Mrs. A. L., Gdn., et al.	Gulf Pipe Line Co.	122	213
07/02/28	Summers, J. H., Jr.	Gulf Pipe Line Co. & Gulf Production Co.	122	234
09/10/29	Franklin, J. H., et al.	Gulf Pipe Line Co. & Gulf Production Co.	126	52
11/27/34	Prince, Rosa, et al.	Gulf Pipe Line Co. & Gulf Production Co.	138	306
06/03/42	Faulkner, Ollie, et ux.	Gulf Refining Co. & Gulf Oil Corp.	157	527
06/03/42	Sexton, Dock, et al.	Gulf Refining Co. & Gulf Oil Corp.	157	529
06/04/42	Baker, Thos. E.	Gulf Refining Co. & Gulf Oil Corp.	157	530
06/04/42	Faulkner, W. W., et ux.	Gulf Refining Co. & Gulf Oil Corp.	157	520
06/04/42	Greer, W. F., et al.	Gulf Refining Co. & Gulf Oil Corp.	157	517
06/04/42	Mast, L. B., et al.	Gulf Refining Co. & Gulf Oil Corp.	157	519
07/18/42	State Hwy. Dept.	Gulf Refining Co.		
07/18/42	State Hwy. Dept.	Gulf Refining Co.		
10/28/42	Gray, J. R., et al.	Gulf Refining Co. & Gulf Oil Corp.	160	323
05/24/49	State Hwy. Dept.	Gulf Refining Co.		
10/08/49	State Hwy. Dept.	Gulf Refining Co.		
12/04/51	Laird, Thomas E., et ux	Gulf Refining Co.	223	369
10/19/54	Texas Hwy. Dept.	Gulf Refining Co.		
09/03/59	Sutton, J. W., et al.	Texas Eastern Transmission Corp.	285	32
11/02/59	Gulf Refining Co.	Texas Eastern Transmission Corp.	285	581
11/02/59	Gulf Refining Co.	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.		

EXHIBIT: B
Nacogdoches County, Texas

DOC DATE	GRANTOR	GRANTEE	BOOK	PAGE
01/17/69	Texas Eastern Transmission Corp.	E. W. Roark	353	741
12/12/73	Moore Business Forms, Inc	Texas Eastern Transmission Corp.	387	549
01/13/76	Bethel Baptist Church	Texas Eastern Transmission Corp.	404	254
05/29/81	Lanvel 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., Inc.	Texas Eastern Transmission Corp.	485	200

STATE OF TEXAS
COUNTY OF NACOGDOCHES }
I hereby certify that this instrument was FILED on
the date and at the time stamped hereon by me; and was
duly RECORDED, in the Volume and Page of the named
RECORDS of Nacogdoches County, Texas as stamped
hereon by me, on

SEP 25 1992



Carol Roberts
COUNTY CLERK
NACOGDOCHES COUNTY, TEXAS

Carol Roberts
COUNTY CLERK

92 SEP 21 AM 9:54

FILED
NACOGDOCHES COUNTY
SEP 25 1992

EXHIBIT C

NO LEASES

Filed for Record in:
Nacogdoches County
On: Feb 02, 2009 at 03:54P

As a
Recording
Document Number: 132878
Amount 72.00
Receipt Number - 69262
By,
Carol Wilson, County Clerk

DEED, CONVEYANCE AND ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS THAT:

I.

LANCER RESOURCES, L.P., formerly known as Lancer Resources Company, a limited partnership organized and existing under the laws of the State of Texas, with its principal office at 1301 W. 25th Street, Suite 560, Austin, Texas 78705 (hereinafter sometimes called "Lancer"), acting by and through its sole and general partner LANCER OIL & GAS RESOURCES, LLC for 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 THE EXPRESS GAS PIPELINE, L.P., a limited partnership organized and existing under the laws of the State of Texas, with its principal office at 1301 W. 25th Street, Suite 560, Austin, TX 78705 (hereinafter sometimes called "Express"), acting by and through its general partner, THE EXPRESS PIPELINE CONNECTION, LLC with its principal office at 1301 W. 25th St. Austin, TX 78705, 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 Lancer acquired by Deed, Conveyance and Assignment from TE Products Pipeline Company, Limited Partnership (TEPPCO) to Lancer Resources Company recorded at 889, page 40 of the Official Public Records of Angelina County, Texas; at Volume 824, page 29 of the Real Property Records of Nacogdoches County, Texas; at Volume 1819, page 217 of the Real Property Records of Rusk County, Texas; and at Volume 742, page 72 of the Real Property Records, Shelby County, Texas (collectively herein referred to as the "Lancer Pipeline"); to-wit:

PIPELINE SYSTEM AND RELATED FACILITIES

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

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" FEEDER LINE FROM LUFKIN TO TEXAS/LOUISIANA STATE LINE

COMMENCING at a point formerly owned by Gulf Refining Company 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 30.8 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 The Brown Brick and Title 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 Lancer for the construction, laying, maintenance, operation and removal of pipeline facilities in Shelby, Rusk, Nacogdoches and Angelina Counties, Texas as set forth on Exhibit B 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 THE EXPRESS GAS PIPELINE, L.P., its successors and assigns forever; and LANCER RESOURCES, L.P. does hereby bind itself and its successors to warrant specially and forever defend the same unto said THE EXPRESS GAS PIPELINE, L.P., its successors and assigns, against every person whomsoever claiming or to claim the same, or any part thereof, by, through or under LANCER RESOURCES, L.P., 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 Lancer Pipeline is hereby sold, transferred, assigned, conveyed and delivered to Express without recourse, and without covenant or warranty of any kind, express, implied, or statutory. WITHOUT LIMITATION OF THE GENERALITY OF THE IMMEDIATELY PRECEEDING SENTENCE, LANCER RESOURCES, LP HEREBY

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(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 LANCER RESOURCES, L.P. OR ANY OF ITS AFFILIATES ON ANY PATENT OR PROPERTY RIGHT OF ANY THIRD PARTY; AND (ii) NEGATES ANY RIGHTS OF THE EXPRESS GAS PIPELINE, L.P. UNDER STATUTES OR AT COMMON LAW TO CLAIM DIMINUTION OF CONSIDERATION AND ANY CLAIMS BY THE EXPRESS GAS PIPELINE, LLC. FOR DAMAGES BECAUSE OF REDHIBITORY VICES OR DEFECTS, WHETHER KNOWN OR UNKNOWN, IT BEING THE INTENTION OF THE EXPRESS GAS PIPELINE, L.P. AND LANCER RESOURCES, L.P. 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 and is effective the 15th day of January, 2009.

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LANCER RESOURCES, L.P., By
LANCER OIL & GAS RESOURCES,
LLC, its General Partner



By: Rod C. Roberts, President of
LANCER OIL & GAS RESOURCES, LLC,
general partner of LANCER RESOURCES,
L.P.

STATE OF TEXAS

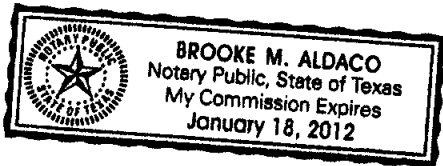
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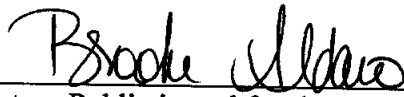
COUNTY OF TRAVIS

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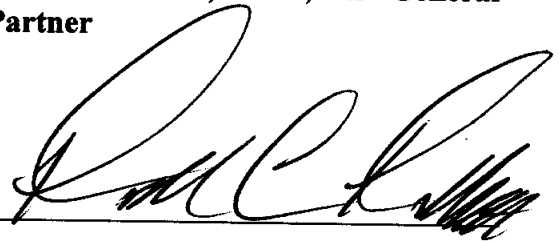
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This instrument was acknowledged before me on the 15 day of
January, 2009, by Rod C. Roberts, the President of LANCER OIL & GAS
RESOURCES, LLC, a Texas limited liability company, the General Partner of LANCER
RESOURCES, L.P. a Texas limited partnership, on behalf of said limited partnership.




Notary Public in and for the State of Texas

THE EXPRESS GAS PIPELINE,
L.P. By THE EXPRESS PIPELINE
CONNECTION, LLC, its General
Partner



By: By: Rod C. Roberts, President of
THE EXPRESS PIPELINE CONNECTION,
LLC, general partner of THE EXPRESS
GAS PIPELINE, L.P.

STATE OF TEXAS

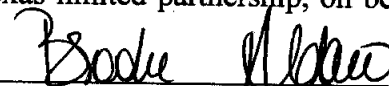
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COUNTY OF TRAVIS

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This instrument was acknowledged before me on the 15 day of
January, 2009, by Rod C. Roberts, the President of THE EXPRESS
PIPELINE CONNECTION, LLC, a Texas limited liability company, the General Partner
of THE EXPRESS GAS PIPELINE, L.P. a Texas limited partnership, on behalf of said
limited partnership.


Notary Public in and for the State of Texas

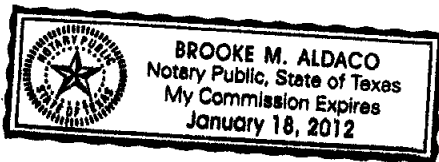


EXHIBIT A

132878

Attached hereto and made a part of that certain
Deed, Conveyance and Assignment, dated January 15, 2009 between
LANCER RESOURCES, L.P. and THE EXPRESS GAS PIPELINE, L.P.

Alignment and Profile sheets of the Lancer Pipeline have been given to each party.
The parties acknowledge that such are a part of the Agreement and constitute Exhibit A
to the Agreement.

**LANCER RESOURCES, L.P., By
LANCER OIL & GAS RESOURCES, its
LLC, General Partner**



By: Rod C. Roberts, President of
Lancer Oil & Gas Resources, LLC general
partner of LANCER RESOURCES, L.P.

**THE EXPRESS GAS PIPELINE, L.P.
By THE EXPRESS PIPELINE
CONNECTION, LLC, its General
Partner**



By: By: Rod C. Roberts, President of
THE EXPRESS PIPELINE
CONNECTION, LLC, general partner of
THE EXPRESS GAS PIPELINE, L.P.

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EXHIBIT B

Attached hereto and made a part of that certain
 Deed, Conveyance and Assignment, dated January 15, 2009 between
 LANCER RESOURCES, L.P. and THE EXPRESS GAS PIPELINE, L.P.

132878

Nacogdoches County, Texas

<u>Date</u>	<u>Grantor</u>	<u>Grantee</u>	<u>Book</u>	<u>Page</u>
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 Hinjosa, 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. Evans, 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
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

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EXHIBIT B

Attached hereto and made a part of that certain
 Deed, Conveyance and Assignment, dated January 15, 2009 between
 LANCER RESOURCES, L.P. and THE EXPRESS GAS PIPELINE, L.P.

132878

<u>Nacogdoches County, Texas</u>				
<u>Date</u>	<u>Grantor</u>	<u>Grantee</u>	<u>Book</u>	<u>Page</u>
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. Strode, 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. Strode	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
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

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EXHIBIT B

Attached hereto and made a part of that certain
 Deed, Conveyance and Assignment, dated January 15, 2009 between
 LANCER RESOURCES, L.P. and THE EXPRESS GAS PIPELINE, L.P.

132878

<u>Nacogdoches County, Texas</u>				
<u>Date</u>	<u>Grantor</u>	<u>Grantee</u>	<u>Book</u>	<u>Page</u>
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
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

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EXHIBIT B

Attached hereto and made a part of that certain
 Deed, Conveyance and Assignment, dated January 15, 2009 between
 LANCER RESOURCES, L.P. and THE EXPRESS GAS PIPELINE, L.P.

132878

<u>Nacogdoches County, Texas</u>				
<u>Date</u>	<u>Grantor</u>	<u>Grantee</u>	<u>Book</u>	<u>Page</u>
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
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

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EXHIBIT B

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 Deed, Conveyance and Assignment, dated January 15, 2009 between
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<u>Nacogdoches County, Texas</u>				
<u>Date</u>	<u>Grantor</u>	<u>Grantee</u>	<u>Book</u>	<u>Page</u>
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
05/12/25	Mrs. W.V Loveless	Gulf Pipe Line Co. & Gulf Production Co.	114	195

EXHIBIT B

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 Deed, Conveyance and Assignment, dated January 15, 2009 between
 LANCER RESOURCES, L.P. and THE EXPRESS GAS PIPELINE, L.P.

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Nacogdoches County, Texas				
Date	Grantee	Grantor	Book	Page
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
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

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EXHIBIT B

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LANCER RESOURCES, L.P. and THE EXPRESS GAS PIPELINE, L.P.

Nacogdoches County, Texas				
Date	Grantor	Grantee	Book	Page
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
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

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EXHIBIT B

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LANCER RESOURCES, L.P. and THE EXPRESS GAS PIPELINE, L.P.

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Nacogdoches County, Texas				
Date	Grantor	Grantee	Book	Page
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
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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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



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

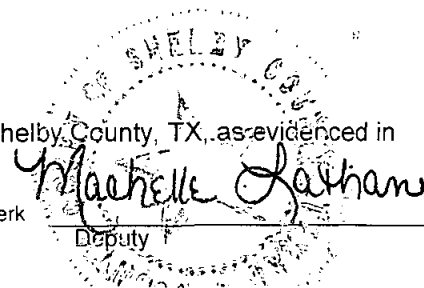
KNOW ALL MEN BY THESE PRESENTS THAT:

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



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;

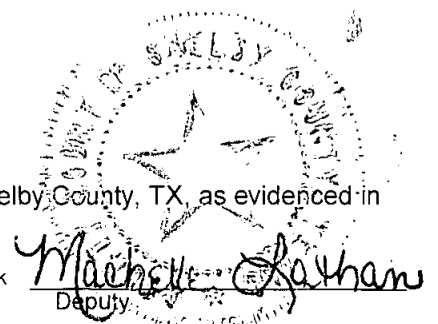
THENCE running generally in a northeasterly direction in Angelina County, Texas, a distance of approximately 2.39 miles to a point on the West Bank of the Angelina River on property now or formerly owned by Mrs. W. E. Massengill in the Goguett Survey, as described by the easement recorded in Volume 63,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

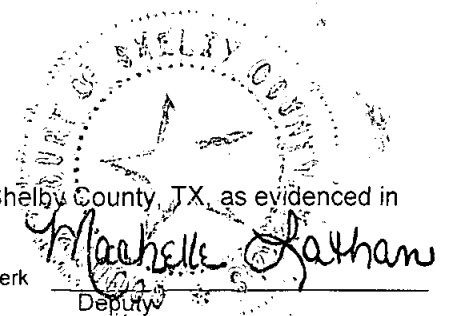
THENCE running generally in an easterly direction across Shelby County, Texas, a distance of approximately 28 miles to a point on the West Bank of the Sabine River on property now or formerly owned by J. T. Caldwell as described by easement recorded in Volume 131, Page 497, of the Deed Records of Shelby 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 PRECEDING 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 14th 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.

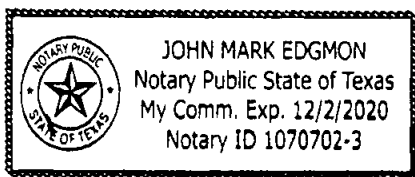
BLACK DUCK PROPERTIES, L.L.C.

Larry M. Wright

By: Larry M. Wright
Title: Manager

STATE OF TEXAS §
 §
COUNTY OF BEKAR §

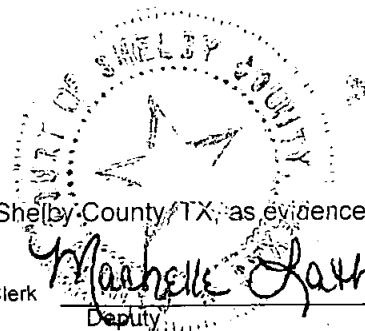
This instrument was acknowledged before me on the 11th day of August, 2017, by Larry M. Wright, Manager of Black Duck Properties, L.L.C., a Texas limited liability company, on behalf of said limited liability company.



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.

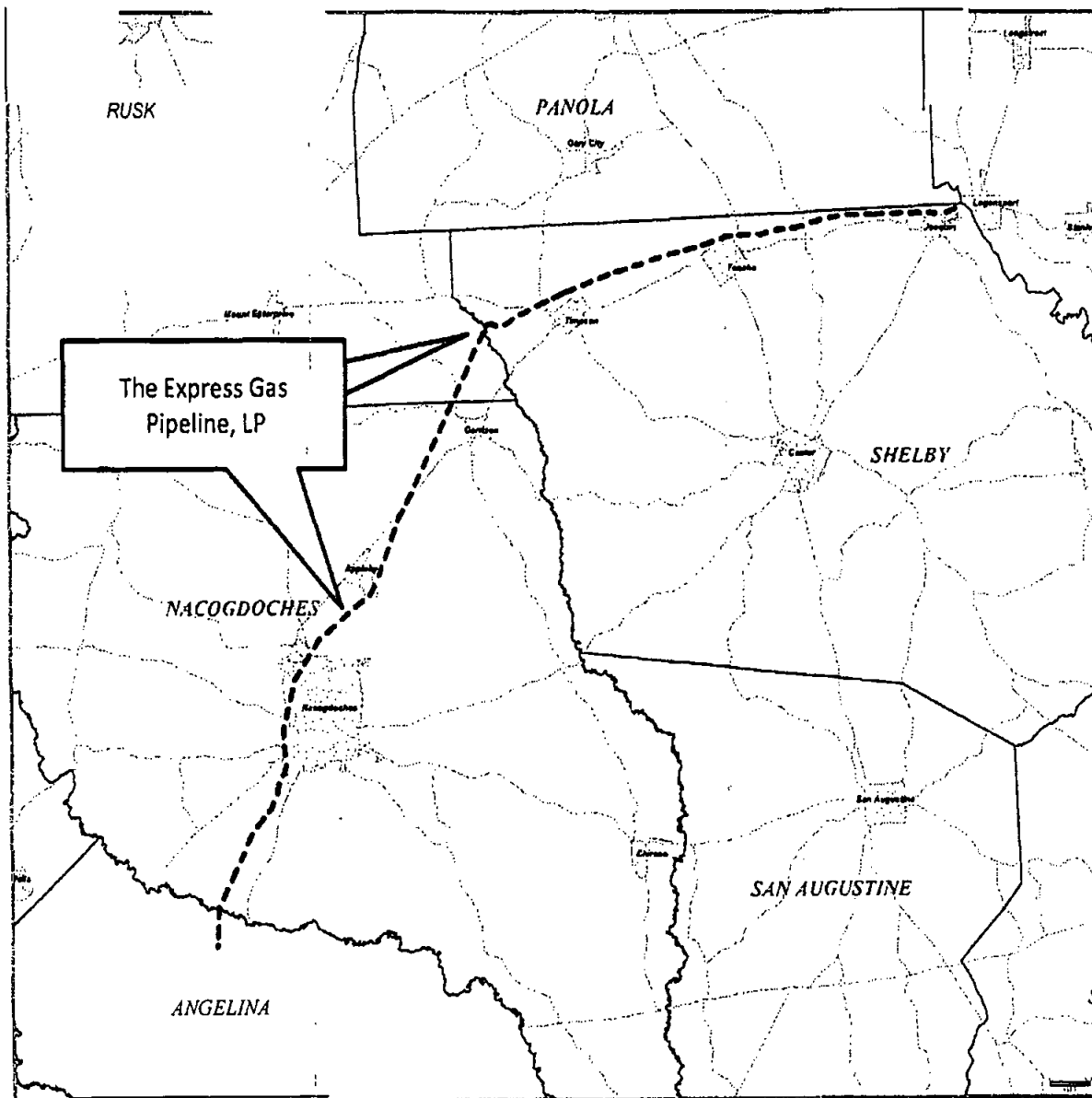
WITNESS MY HAND AND OFFICIAL SEAL, THIS August 15, 2017. Jennifer L. Fountain, County Clerk



Michelle Latham
Deputy

EXHIBIT "A"

Attached hereto and made a part of that certain
Deed, Conveyance and Assignment dated this 14th 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 Fountain
Deputy

EXHIBIT "B-1"

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

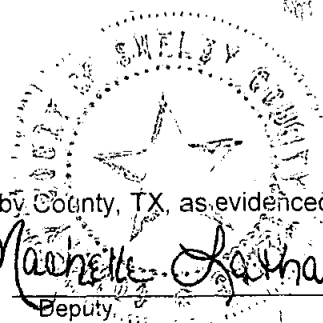
Shelby County, Texas

Date	Grantor	Grantee	Book	Page
02/03/13	Van J. Smith	Gulf Pipe Line Co.	81	7
		Gulf Pipe Line Co. and Gulf Production Co.		
01/27/14	E.W. Cockrell		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

1

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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 14th 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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Instrument 2017002756.

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

Deputy

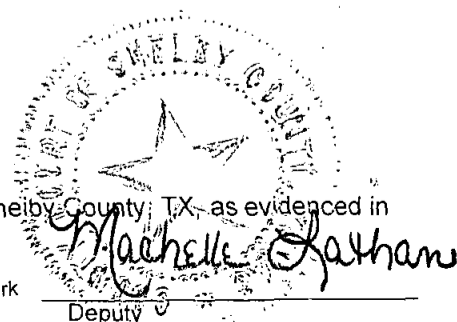


EXHIBIT "B-1"

Attached hereto and made a part of that certain
Purchase & Sale Agreement dated this 14th 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

Shelby County, Texas
Court Clerk
Machelle Fountain
Deputy

EXHIBIT "B-1"

Attached hereto and made a part of that certain
Purchase & Sale Agreement dated this 14th 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

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

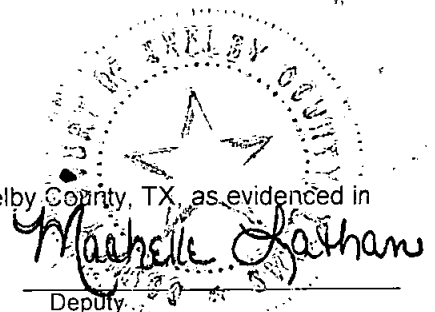

Machelle Nathan
Deputy

EXHIBIT "B-1"

Attached hereto and made a part of that certain
Purchase & Sale Agreement dated this 14th day of August, 2017, between The Express
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

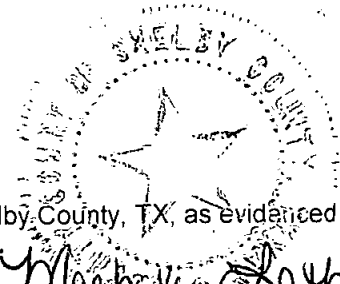

Machelle Nathan
Deputy

EXHIBIT "B-1"

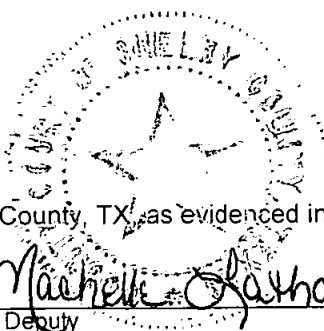
Attached hereto and made a part of that certain
Purchase & Sale Agreement dated this 14th day of August, 2017, between The Express
Gas Pipeline, LP and Black Duck Properties, LLC

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

The seal of Shelby County, Texas, featuring a star in the center surrounded by the words "SHELBY COUNTY TEXAS".

Machelle Graham
Deputy

EXHIBIT "B-1"

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

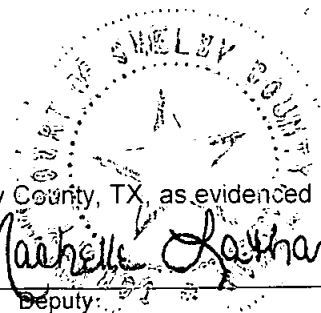
Shelby County, Texas

		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

7

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



Marshall Lockman
Deputy:

EXHIBIT "B-1"

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Purchase & Sale Agreement dated this 14th 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

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

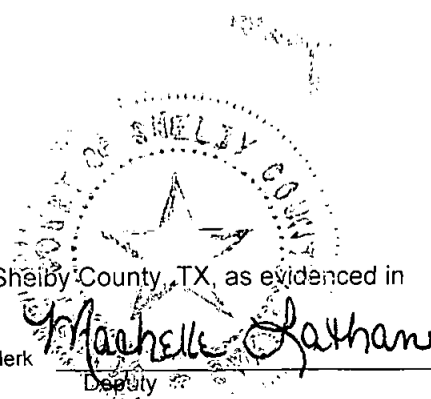


EXHIBIT "B-1"

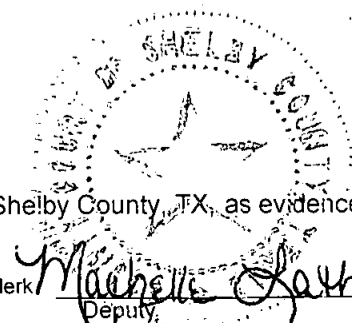
Attached hereto and made a part of that certain
Purchase & Sale Agreement dated this 14th day of August, 2017, between The Express
Gas Pipeline, LP and Black Duck Properties, LLC

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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Deputy

EXHIBIT "B-1"

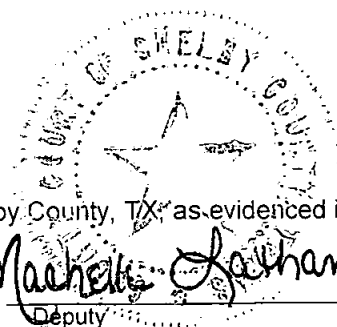
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Gas Pipeline, LP and Black Duck Properties, LLC

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



Deputy

EXHIBIT "B-2"

Attached hereto and made a part of that certain
Purchase & Sale Agreement dated this 14th 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

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Michelle Layman
Deputy

EXHIBIT "B-3"

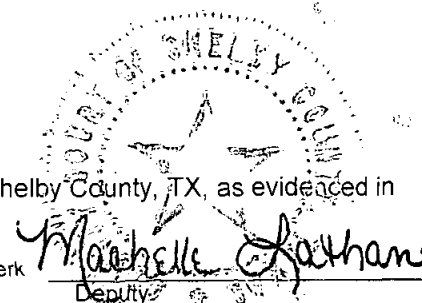
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Nacogdoches County, Texas

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. Strode	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 Hinjosa, 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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Marbelle Nathan
Deputy

EXHIBIT "B-3"

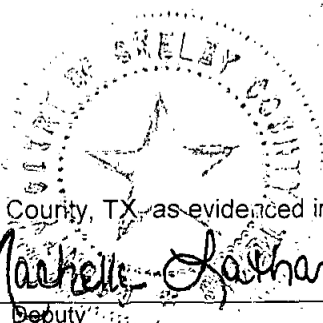
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Nacogdoches County, Texas

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. Strode, 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. Strode	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

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Markell Nathan
Deputy

EXHIBIT "B-3"

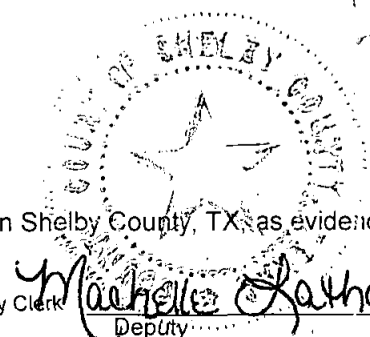
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Nacogdoches County, Texas

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. Hart, Ind. and as Attorney in fact	Gulf Pipe Line Co. & Gulf Production Co.	110	619

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Michelle Kathan
Deputy

EXHIBIT "B-3"

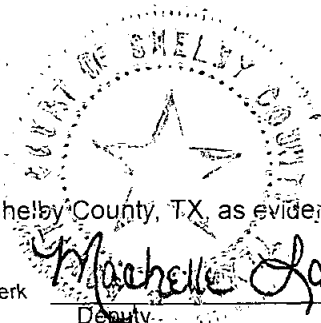
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Nacogdoches County, Texas

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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Michelle Latham
Deputy

EXHIBIT "B-3"

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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

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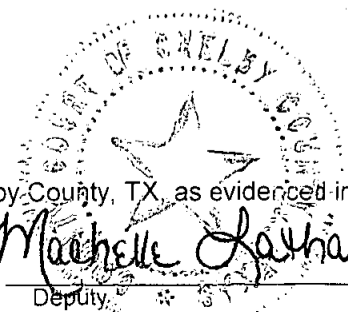

Michelle Latham
Deputy

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

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

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

Machelle Latham

EXHIBIT "B-3"

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

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. Loackle	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

7

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

EXHIBIT "B-3"

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

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

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

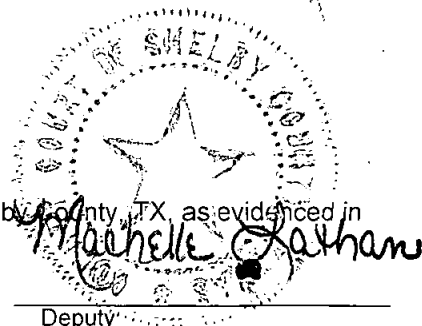


EXHIBIT "B-3"

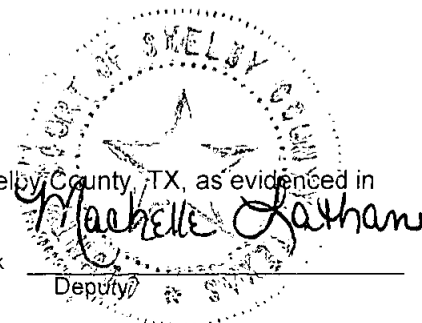
Attached hereto and made a part of that certain
 Purchase & Sale Agreement dated this 14th day of August, 2017, between The Express
 Gas Pipeline, LP and Black Duck Properties, LLC

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

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-4"

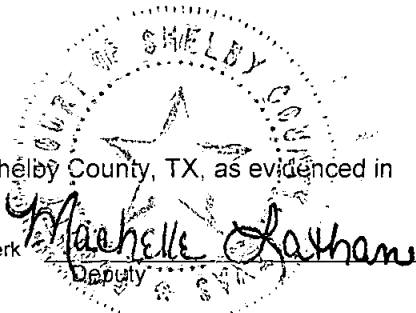
Attached hereto and made a part of that certain
Purchase & Sale Agreement dated this 14th day of August, 2017, between The Express
Gas Pipeline, LP and Black Duck Properties, LLC

Angelina County, Texas

<u>Date</u>	<u>Grantor</u>	<u>Grantee</u>	<u>Book</u>	<u>Page</u>
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

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-5"

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

**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.

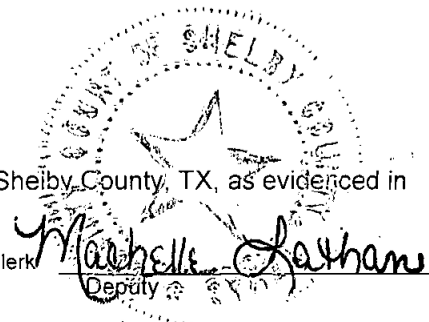
(C) Amendatory Agreement ("Agreement"), dated 02/21/83, between Glenn Layton ("Owner"), and Texas Eastern Transmission Corporation ("Corporation"), recorded in Volume 485, Page 205, Deed Records, Nacogdoches County, Texas. Said Agreement amends easement recorded in Volume 114, Page 117, whereby Corporation 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

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-5"

Attached hereto and made a part of that certain
Purchase & Sale Agreement dated this 14th 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,

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

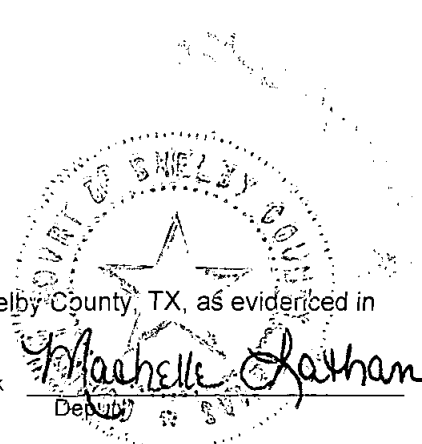


EXHIBIT "B-6"

Attached hereto and made a part of that certain
Purchase & Sale Agreement dated this 14th 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

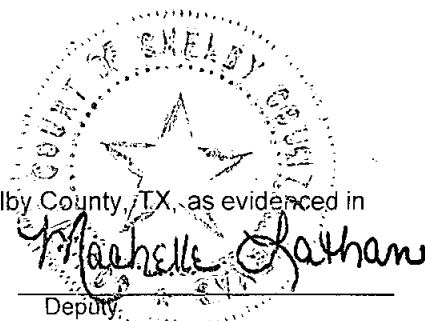


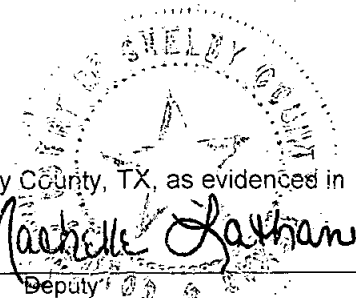
EXHIBIT "B-6"

Attached hereto and made a part of that certain
Purchase & Sale Agreement dated this 14th 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.

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

The seal of Shelby County, Texas, is circular with a five-pointed star in the center. The words "SHELBY COUNTY TEXAS" are written around the perimeter of the seal. Overlaid on the seal is the signature of Michelle Latham in cursive.

Michelle Latham
Deputy

EXHIBIT "B-6"

Attached hereto and made a part of that certain
Purchase & Sale Agreement dated this 14th 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 2017002756
CO



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 Number 3

Records of Shelby County, Texas
Witness my Office hand and seal of Office this 8/15/17

JENNIFER L. FOUNTAIN, COUNTY CLERK,
SHELBY COUNTY, TEXAS
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

DETAILS REPORT

**Note: Report is Sorted in Ascending Order by Office, Recorded Date, Document Number

Doc#	Document Type	Book/Vlm/Page	File Date
355856	DEED		08/15/2017
Street	Street Name	Description	
		SEE INSTRUMENT	
Grantors	Grantees	Street	Property Description
EXPRESS GAS PIPELINE LP , EXPRESS PIPELINE CONNECTION LLC GEN PTR	BLACK DUCK PROPERTIES LLC		SEE INSTRUMENT
References			
Book/Vlm/Page	Description	Recorded year	
Book/Vlm/Page	Description	Recorded year	
Legal Description\Remarks			
Legal Description\Remarks			
Lot	Block	Subdivision	Plat
Lot	Block	Subdivision	Plat



Angelina County
Amy Fincher
County Clerk
Lufkin, Texas 75901

Instrument Number: 2017-00355856

As

Recorded On: August 15, 2017

RECORDINGS

Parties: THE EXPRESS GAS PIPELINE LP

Billable Pages: 33

To BLACK DUCK PROPERTIES LLC

Number of Pages: 34

Comment: CERTIFIED DEED

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

RECORDINGS	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: 2017-00355856

Receipt Number: 302973

Recorded Date/Time: August 15, 2017 11:37:57A

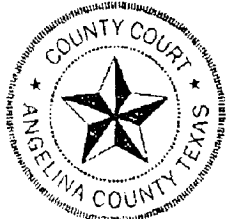
User / Station: M Dodson - Cashiering Workstation 1

Record and Return To:

PALMER LAW FIRM INC

P.O. DRAWER M

MARSHALL TX 75671



STATE OF TEXAS
COUNTY OF ANGELINA
I hereby certify that this Instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Official Records of Angelina County, Texas.

Amy Fincher

Amy Fincher, County Clerk, Angelina County Texas



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 Gathman
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

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Machelle Graham
Deputy

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

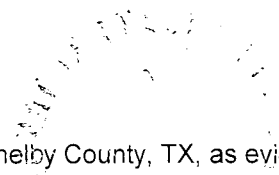
All rights-of-way, easements, permits, privileges, grants and consents of Express for the construction, laying, maintenance, operation and removal of pipeline facilities in the State of Texas as set forth on Exhibits "B-1" through "B-6" attached hereto and by this reference made a part hereof.

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

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Marhelle Kathan
Deputy

(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 PRECEDING 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.

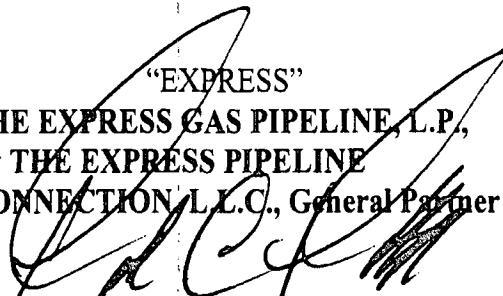
IN WITNESS WHEREOF, this Deed, Conveyance and Assignment is being executed in counterparts, all of which are identical, on the dates shown below, but effective as of 7:00 a.m. of the 14th day of August, 2017. Each of such counterparts shall for all purposes be deemed to be an original, provided all of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

Michelle Graham
Deputy


“EXPRESS”
 THE EXPRESS GAS PIPELINE, L.P.,
 By THE EXPRESS PIPELINE
 CONNECTION, L.L.C., General Partner



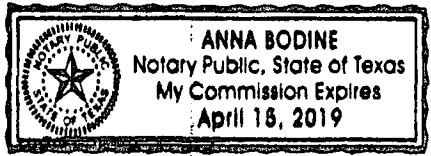
By: Rod C. Roberts, President of The
 Express Pipeline Connection, L.L.C

STATE OF TEXAS §
 §
 COUNTY OF Travis §

This instrument was acknowledged before me on the 14th 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



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 Nathan
 Deputy

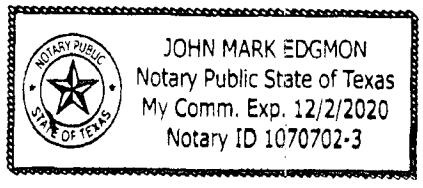
BLACK DUCK PROPERTIES, L.L.C.

Larry M. Wright

By: Larry M. Wright
Title: Manager

STATE OF TEXAS §
COUNTY OF BEKAR §

This instrument was acknowledged before me on the 11th 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.



John Mark Edgmon
Notary Public in and for the State of Texas

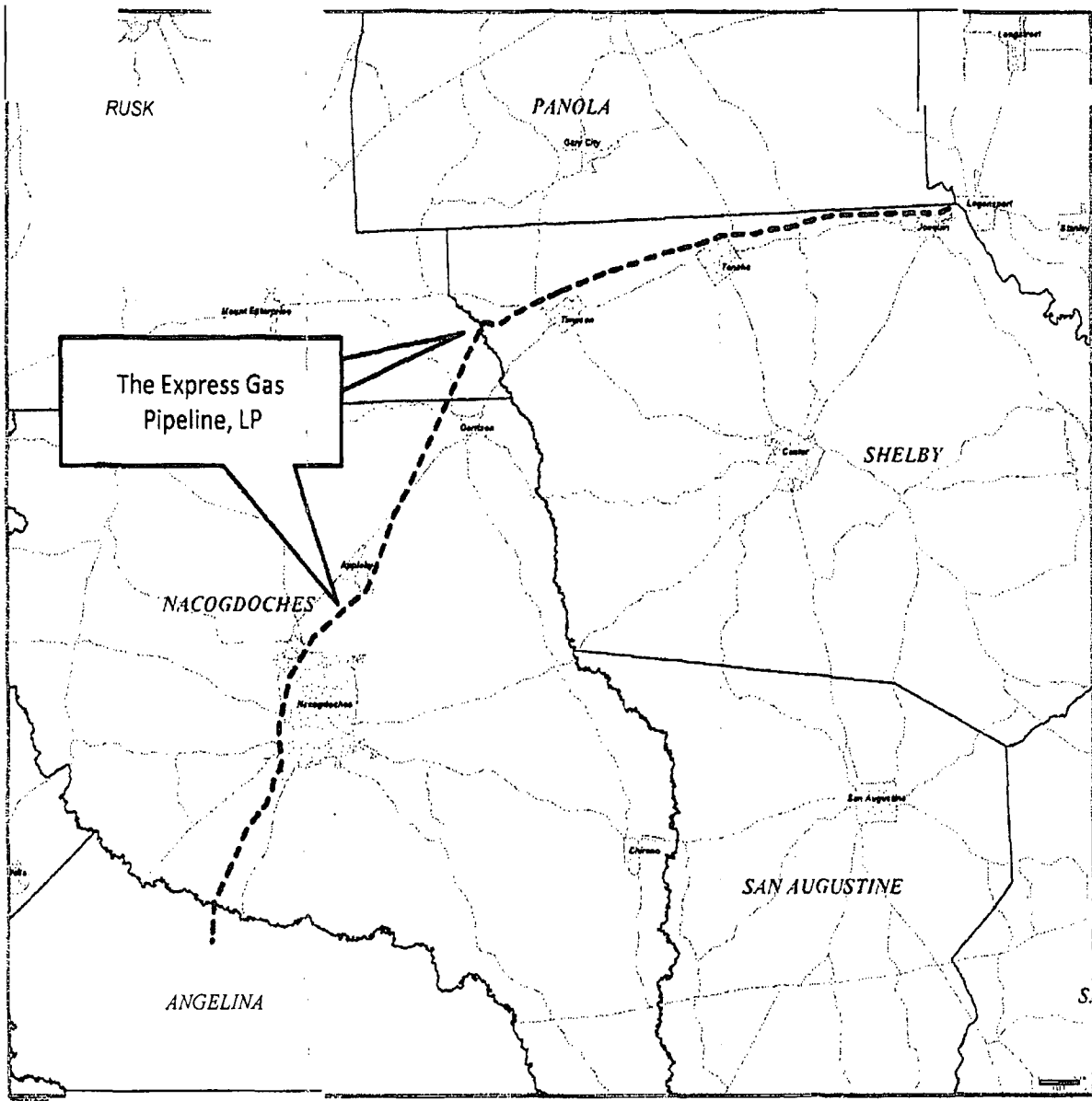
I do hereby certify this to be a true copy of the attached document filed and recorded in Shelby County, TX, as evidenced in Instrument 2017002756.

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

Machelle Latham
Deputy

EXHIBIT "A"

Attached hereto and made a part of that certain Deed, Conveyance and Assignment dated this 14th 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

Machelle Gathan
Deputy

EXHIBIT "B-1"

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

Shelby County, Texas

<u>Date</u>	<u>Grantor</u>	<u>Grantee</u>	<u>Book</u>	<u>Page</u>
02/03/13	Van J. Smith	Gulf Pipe Line Co.	81	7
		Gulf Pipe Line Co. and Gulf Production Co.		
01/27/14	E.W. Cockrell		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. Cockfell	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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WITNESS MY HAND AND OFFICIAL SEAL, THIS August 15, 2017. Jennifer L. Fountain, County Clerk

Deputy

Machelle Nathan

EXHIBIT "B-1"

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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
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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 Kathan
Deputy

EXHIBIT "B-1"

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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

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

Machelle Gathman
Deputy

EXHIBIT "B-1"

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Purchase & Sale Agreement dated this 14th 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

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Machelle Nathan
Deputy

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Purchase & Sale Agreement dated this 14th day of August, 2017, between The Express
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

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

EXHIBIT "B-1"

Attached hereto and made a part of that certain
Purchase & Sale Agreement dated this 14th day of August, 2017, between The Express
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

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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

7

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Machelle Nathan
Deputy

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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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Machelle Latham
Deputy

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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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Michelle Nathan
Deputy

EXHIBIT "B-1"

Attached hereto and made a part of that certain Purchase & Sale Agreement dated this 14th day of August, 2017, between The Express 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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Machelle Latham
Deputy

EXHIBIT "B-2"

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

Rusk County, Texas

<u>Date</u>	<u>Grantor</u>	<u>Grantee</u>	<u>Book</u>	<u>Page</u>
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

Maehelle Nathan
Deputy

EXHIBIT "B-3"

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

Nacogdoches County, Texas

<u>Date</u>	<u>Grantor</u>	<u>Grantee</u>	<u>Book</u>	<u>Page</u>
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. Strode	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. Hart, et ux.	Gulf Pipeline Co.	74	8
07/04/10	Angelina County Lumber Co.	Gulf Pipeline Co.	72	634
07/04/19	S.C. Parrett, 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

1

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Deputy

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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. Strode, 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. Strode	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

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Deputy

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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 BeBiazeon	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. Hart, Ind. and as Attorney in fact	Gulf Pipe Line Co. & Gulf Production Co.	110	619

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 Nathan
Deputy

EXHIBIT "B-3"

Attached hereto and made a part of that certain
Purchase & Sale Agreement dated this 14th day of August, 2017, between The Express
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.A. Blount	Gulf Pipe Line Co. & Gulf Production Co.	114	134
04/28/25	G.E. Striping	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

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

Machelle Latham
Deputy

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

Michelle Nathan
Deputy

EXHIBIT "B-3"

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

Machelle Ratham
Deputy

EXHIBIT "B-3"

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

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

Machelle Gatham
Deputy

EXHIBIT "B-3"

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

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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Instrument 2017002756.

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

Machelle Lathan
Deputy

EXHIBIT "B-4"

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

Angelina County, Texas

<u>Date</u>	<u>Grantor</u>	<u>Grantee</u>	<u>Book</u>	<u>Page</u>
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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Instrument 2017002756.

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

Machelle Latham
Deputy

EXHIBIT "B-5"

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

**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

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 Gathman
Deputy

EXHIBIT "B-5"

Attached hereto and made a part of that certain Purchase & Sale Agreement dated this 14th 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,

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 Gatham
Deputy

EXHIBIT "B-6"

Attached hereto and made a part of that certain Purchase & Sale Agreement dated this 14th 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.

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

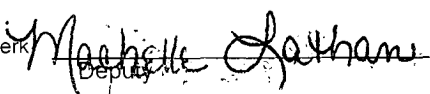


EXHIBIT "B-6"

Attached hereto and made a part of that certain
Purchase & Sale Agreement dated this 14th 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 14th 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.

Accepted for Filing in:
Angelina County
On: Aug 15, 2017 at 11:37A

**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 . 2017002756
CO

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

3

Vol. 2017002756 Page 156 in OPB of OPB Number

Records of Shelby County, Texas.

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

JENNIFER L. FOUNTAIN, COUNTY CLERK,

BY Michelle Nathan 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 Nathan
Deputy

DETAILS REPORT

**Note: Report is Sorted in Ascending Order by Office, Recorded Date, Document Number

Doc#	Document Type	Book/Vlm/Page	File Date
370530	DEED		08/20/2018
Street	Street Name	Description	
		SEE INSTRUMENT	
Grantors	Grantees	Street	Property Description
BLACK DUCK PROPERTIES LLC	TCRG EAST TEXAS PIPELINE 1 LLC		SEE INSTRUMENT
References			
Book/Vlm/Page	Description	Recorded year	
Book/Vlm/Page	Description	Recorded year	
Legal Description\Remarks			
Legal Description\Remarks			
Lot	Block	Subdivision	Plat
Lot	Block	Subdivision	Plat

Angelina County
Amy Fincher
County Clerk
Lufkin, Texas 75901



Instrument Number: 2018-00370530

As

Recorded On: August 20, 2018

RECORDINGS

Parties: BLACK DUCK PROPERTIES LLC

Billable Pages: 40

To TCRG EAST TEXAS PIPELINE 1 LLC

Number of Pages: 41

Comment: DEED CONVEYANCE ASSIGN

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

RECORDINGS	182.00
Total Recording:	182.00

***** 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: 2018-00370530

Receipt Number: 320181

Recorded Date/Time: August 20, 2018 02:33:24P

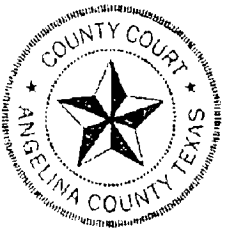
User / Station: T Wilson - Cashiering Workstation 2

Record and Return To:

ALBERT CARRILLO LLC

620 KING ST

NACOGDOCHES TX 75961



STATE OF TEXAS
COUNTY OF ANGELINA
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records of Angelina County, Texas.

Amy Fincher

Amy Fincher, County Clerk, Angelina County Texas

Nacogdoches County
June Clifton
Nacogdoches County Clerk
Nacogdoches, Texas 75961



70 2018 00004273

Instrument Number: 2018-4273

Recorded On: June 04, 2018 As Recording

Parties: BLACK DUCK PROPERTIES LLC
To TCRG EAST TEXAS PIPELINE 1 LLC

Billable Pages: 39
Number of Pages: 40

Comment: DEED CONVEYANCE ASSIGNMNT

(Parties listed above are for Clerks reference only)

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

Recording 178.00
Total Recording: 178.00



40 PGS
DEED

2018002769

***** 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: 2018-4273
Receipt Number: 123824
Recorded Date/Time: June 04, 2018 04:24:04P
Book-Vol/Pg: BK-OPR VL-4762 PG-81
User / Station: S Barrueta - Cashier Station 01

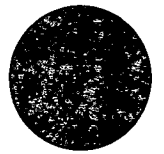
Record and Return To:

ALBERT CARRILLO LLC
620 KING ST
NACOGDOCHES TX 75961



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



DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE

BLACK DUCK PROPERTIES, LLC, a Texas limited liability company, doing business at 410 Spyglass Road, McQueney, Texas 78123 ('Assignor') for the payment of Ten and no/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged and subject to the terms and conditions hereof, hereby grants, sells, assigns, and conveys to TCRG East Texas Pipeline 1, LLC, a Texas limited liability company ('Assignee'), 5201 Camp Bowie Blvd., Suite 200, Fort Worth, Texas 76107 all of Assignor's right, title and interest in and to 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 Black Duck Properties, LLC acquired by:

- (i) Deed, Conveyance and Assignment dated August 14, 2017 from The Express Pipeline, LLC to Black Duck Properties, LLC and being recorded under Instrument No. 2017-00355856 in the Real Property Records of Angelina County, Texas; previously acquired by The Express Pipeline LLC by Deed, Conveyance and Assignment from TE Products Pipeline Company, LP, (TEPCO) to Lancer Resources Company recorded at Volume 889, Page 40 of the Official Public Records of Angelina County, Texas, and by Correction Deed, Conveyance and Assignment from Lancer Resources, LP, to The Express Gas Pipeline, LP, recorded as Document Number 2009-00252651 of the Official Public Records of Angelina County, Texas;
- (ii) Deed, Conveyance and Assignment dated August 14, 2017 from The Express Pipeline, LLC to Black Duck Properties, LLC and being recorded at Volume 4631, Page 232 of the Real Property Records of Nacogdoches, Texas, previously acquired by The Express Pipeline LLC from TE Products Pipeline Company, LP, (TEPCO) to Lancer Resources Company recorded at Volume 824, page 29 of the Real Property Records of Nacogdoches County, Texas and by Correction Deed, Conveyance and Assignment from Lancer Resources, LP, to The Express Gas Pipeline, LP, recorded as recorded as Document Number 133189 in Volume 3001, Page 80 of the Real Property Records of Nacogdoches County, Texas;
- (iii) Deed, Conveyance and Assignment dated August 14, 2017 from The Express Pipeline, LLC to Black Duck Properties, LLC and being recorded in Instrument No. 2017002756 of the Real Property Records of Shelby County, Texas, previously acquired by The Express Pipeline, LLC by Deed, Conveyance and Assignment from TE Products Pipeline Company, LP,(TEPCO) to Lancer Resources Company recorded at Volume 742, page 72 of the Real Property Records of Shelby County, Texas and that The Express Pipeline Connection, LLC acquired by Deed, Conveyance and Assignment from TE Products Pipeline Company, LP,(TEPCO) to Lancer Resources Company recorded as Document Number 20090000958 the Real Property Records of Shelby County, Texas and recorded at Volume 742, page 72 of the Real Property Records of Shelby County, Texas; and

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

- (iv) Deed, Conveyance and Assignment dated August 14, 2017 from The Express Pipeline, LLC to Black Duck Properties, LLC and being recorded in Volume 3522, Page 466 of the Official Records of Shelby County, Texas, previously acquired by Correction Deed, Conveyance and Assignment from Lancer Resources, LP, to The Express Gas Pipeline, LP, recorded as Document Number 2009-00252651 in the Official Public Records of Angelina County, Texas at Volume 2911, Page 596 of the Real Property Records of Rusk County, Texas.

(collectively referred to herein as the "Express Pipeline") as identified on Exhibit "A" forming fifty-three (53) right of way tracts of land through sixty-five (65) (+- five (5) miles) contiguous miles of rights of way as identified on Exhibit "A-1" (the "ROWs") comprised of easements to permit the construction of a substitute pipeline for the transportation of water across any portion of the ROWs together with all improvements and fixtures thereon, if any, and all easements, rights-of-way, licenses, interests, rights, and appurtenances to the extent appertaining, if any.

II.

All of the following described pipelines, taps and other facilities owned by Black Duck Properties, LLC in the State of Texas as set forth on Exhibits "A" and "A-1" attached hereto and by this reference made a part hereof.:

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

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

**III.
RIGHTS-OF-WAY, EASEMENTS AND PERMITS**

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

IV.

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

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 TCRG East Texas Pipeline 1, LLC, its successors and assigns forever; and Black Duck Properties, LLC does hereby bind itself and its successors to warrant specially and forever defend the same unto said TCRG East Texas Pipeline 1, LLC, its successors and assigns, against every person whomsoever claiming or to claim the same, or any part thereof, by, through or under the Black Duck Properties, LLC, 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 interest and other conditions of title or encumbrances of whatever nature, to the extent such matters are pf record in Angelina, Nacogdoches, Rusk and Shelby Counties, in Texas and to all matters that are a current survey or visual inspection would reflect.

V.

Black Duck Properties, LLC is hereby sold, transferred, assigned, conveyed and delivered to TCRG East Texas Pipeline 1, 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, BLACK DUCK PROPERTIES, LLC 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 BLACK DUCK PROPERTIES, LLC OR ANY OF ITS AFFILIATES ON ANY PATENT OR PROPERTY RIGHT OF ANY THIRD PARTY; AND (ii) NEGATES ANY RIGHTS OF TCRG EAST TEXAS PIPELINE 1, LLC UNDER STATUTES OR AT COMMON LAW TO CLAIM DIMINUTION OF CONSIDERATION AND ANY CLAIMS BY TCRG EAST TEXAS PIPELINE 1, LLC FOR DAMAGES BECAUSE OF REDHIBITORY VICIES OR DEFECTS, WHETHER KNOWN OR UNKNOWN, IT BEING THE INTENTION OF TCRG EAST TEXAS PIPELINE 1, LLC AND BLACK DUCK PROPERTIES, LLC THAT THE SUBJECT ASSETS ARE TO BE CONVEYED IN THEIR PRESENT CONDITION AND STATE OF REPAIR OR DISREPAIR.

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

VI.

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 3 day of April 2018. 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.

EXECUTED to be effective for all purposes as of the Effective Time.

ASSIGNOR:

Black Duck Properties, LLC, a Texas limited liability company

By: Larry Wright
Larry Wright, Its Sole Manager

ASSIGNEE:

TCRG East Texas Pipeline 1, LLC, a Texas limited liability company

By: Robert L. Patton, Jr.
Robert L. Patton, Jr., Its Sole Manager

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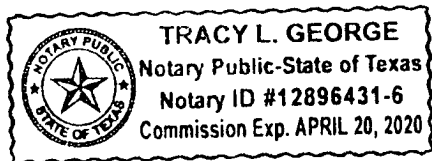
ACKNOWLEDGEMENTS

STATE OF TEXAS)
) ss.
COUNTY OF Texas)

Be it known, that on this 3 day of April, 2018, before me, the undersigned authority, personally came and appeared Larry Wright to me personally known and known by me to be the person whose genuine signature is affixed to the foregoing document, who signed said document before me and who acknowledged, in my presence, that he signed the above foregoing document as his own free act and deed and for the uses and purposes therein set forth and apparent.

In witness whereof, the said appeared has signed these presents and I have hereunto affixed my hand and seal on the day and date first above written.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this April 3 2018.



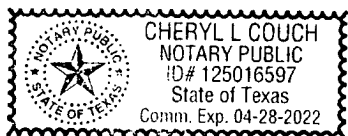
Tracy L. George
Notary Public in and for the State of Texas
Commission Expires: 4-20-20
(Seal)

STATE OF TEXAS)
) ss.
COUNTY OF Tarrant)

Be it known, that on this 3 day of April, 2018, before me, the undersigned authority, personally came and appeared Robert L. Patton, Jr. to me personally known and known by me to be the person whose genuine signature is affixed to the foregoing document, who signed said document before me and who acknowledged, in my presence, that he signed the above foregoing document as his own free act and deed and for the uses and purposes therein set forth and apparent.

In witness whereof, the said appeared has signed these presents and I have hereunto affixed my hand and seal on the day and date first above written.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this April 3 2018.



Cheryl L. Couch
Notary Public in and for the State of Texas

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

PLEASE RETURN RECORDED INSTRUMENT TO:

TCRG East Texas Pipeline 1, LLC,
Attn: General Counsel
5201 Camp Bowie Blvd., Suite 200
Fort Worth, Texas 76107
Telephone: 817-626-9898
Telecopier: 817-624-1374

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

Page 8

EXHIBIT 'A'
TO DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE

A large, faint, handwritten scribble or mark is centered on the page. It consists of several overlapping, curved lines that form an abstract, somewhat triangular shape with rounded corners. The lines are thin and appear to be made with a pen or marker.

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

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	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

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

Handwritten scribbles or marks, possibly initials or a signature, consisting of several large, overlapping loops and curves.

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

Page 11

Shelby County, Texas

02/18/14	F.M. Whiteside, et ux.	Gulf Pipe Line Co.	79	551
02/19/14	J.D. Sholar	Gulf Pipe Line Co.	79	613
02/19/14	Whiddon, J.E., Gdn. for his two minor children Mary Etta Whiddon & James Floyd 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

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

45

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

Page 13

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Tracy Neal on behalf of Scott Skelton

Bar No. 00784979

tneal@ssbww.law

Envelope ID: 96057022

Filing Code Description: Motion (No Fee)

Filing Description: Plaintiff's Partial Summary Judgment Granting Declaratory Relief

Status as of 1/10/2025 8:30 AM CST

Associated Case Party: EXPRESS H2O PIPELINE AND ROW LLC.

Name	BarNumber	Email	TimestampSubmitted	Status
Scott CSkelton		sskelton@ssbww.law	1/9/2025 4:46:04 PM	SENT
Tanner Franklin	24082506	tanner@thegoodlawyer.com	1/9/2025 4:46:04 PM	SENT
Tracy Neal		tneal@ssbww.law	1/9/2025 4:46:04 PM	SENT
Christopher JSachitano		sach@sachlaw.com	1/9/2025 4:46:04 PM	SENT
Melanie Arnold		melanie@thegoodlawyer.com	1/9/2025 4:46:04 PM	SENT
Bailey JWingate		Bailey@wingatelaw.com	1/9/2025 4:46:04 PM	SENT

Associated Case Party: WESTLAKE CHEMICAL OPCO, LP

Name	BarNumber	Email	TimestampSubmitted	Status
Curtis (Curt) W.Fenley		cfenley@fenley-bate.com	1/9/2025 4:46:04 PM	SENT
Gus Atchison		gatchison@fenley-bate.com	1/9/2025 4:46:04 PM	SENT

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Yvette Latin		ylatin@fenley-bate.com	1/9/2025 4:46:04 PM	SENT
Susie Aguilar		saguilar@fenley-bate.com	1/9/2025 4:46:04 PM	SENT
Angee Owens		aowens@fenley-bate.com	1/9/2025 4:46:04 PM	SENT

NO. CV-00461-24-08

EXPRESS H2O PIPELINE AND
ROW, LLC,
Plaintiff

vs.

WESTLAKE CHEMICAL
OPCO, LP.,
Defendant

§
§
§
§
§
§
§
§
§

IN THE DISTRICT COURT OF

ANGELINA COUNTY

159th JUDICIAL DISTRICT

**PLAINTIFF'S PARTIAL SUMMARY JUDGMENT GRANTING
DECLARATORY RELIEF**

PART 3

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

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

15

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

Page 15

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

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

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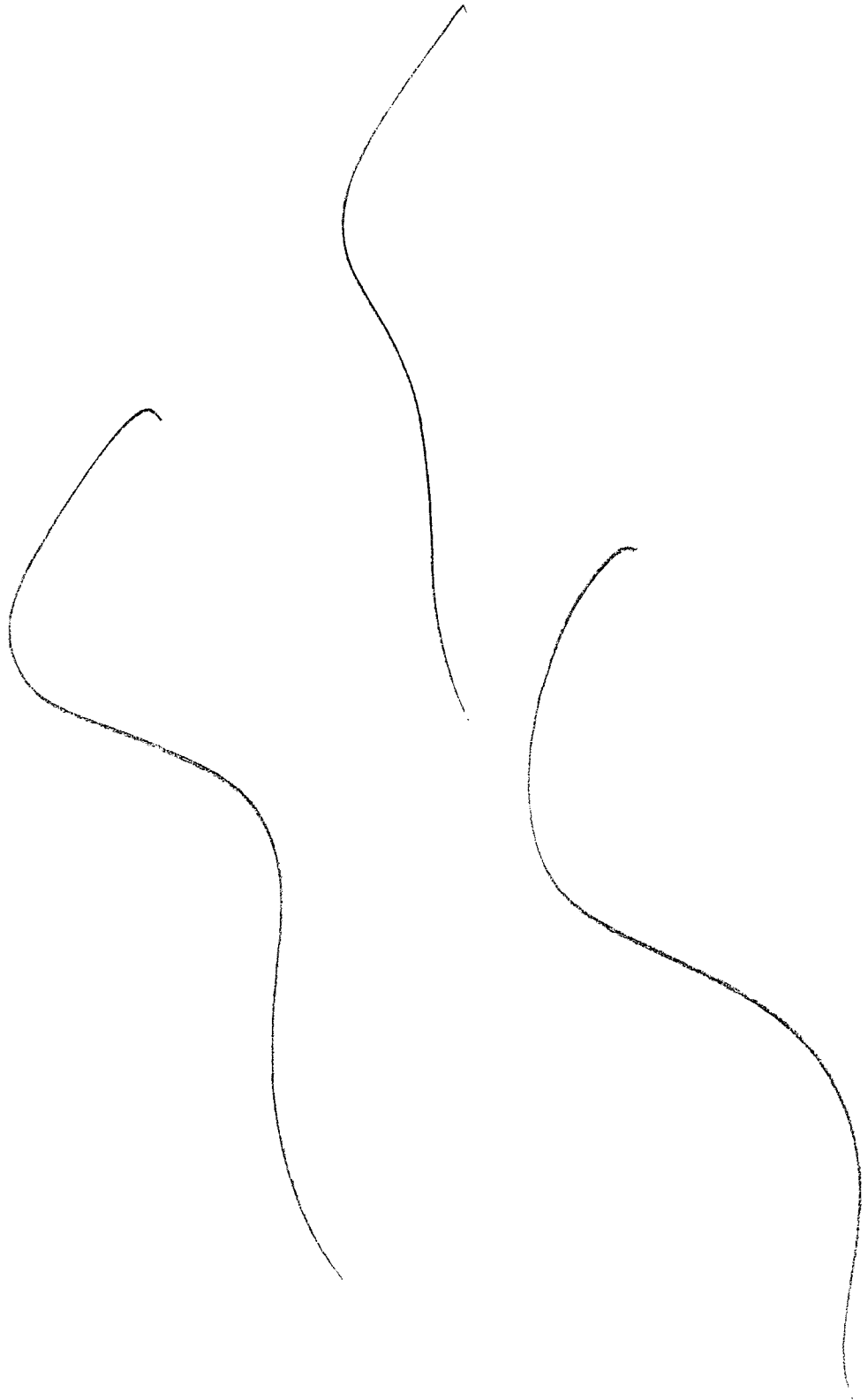
DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

Page 17

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

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.



DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

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	354
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

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

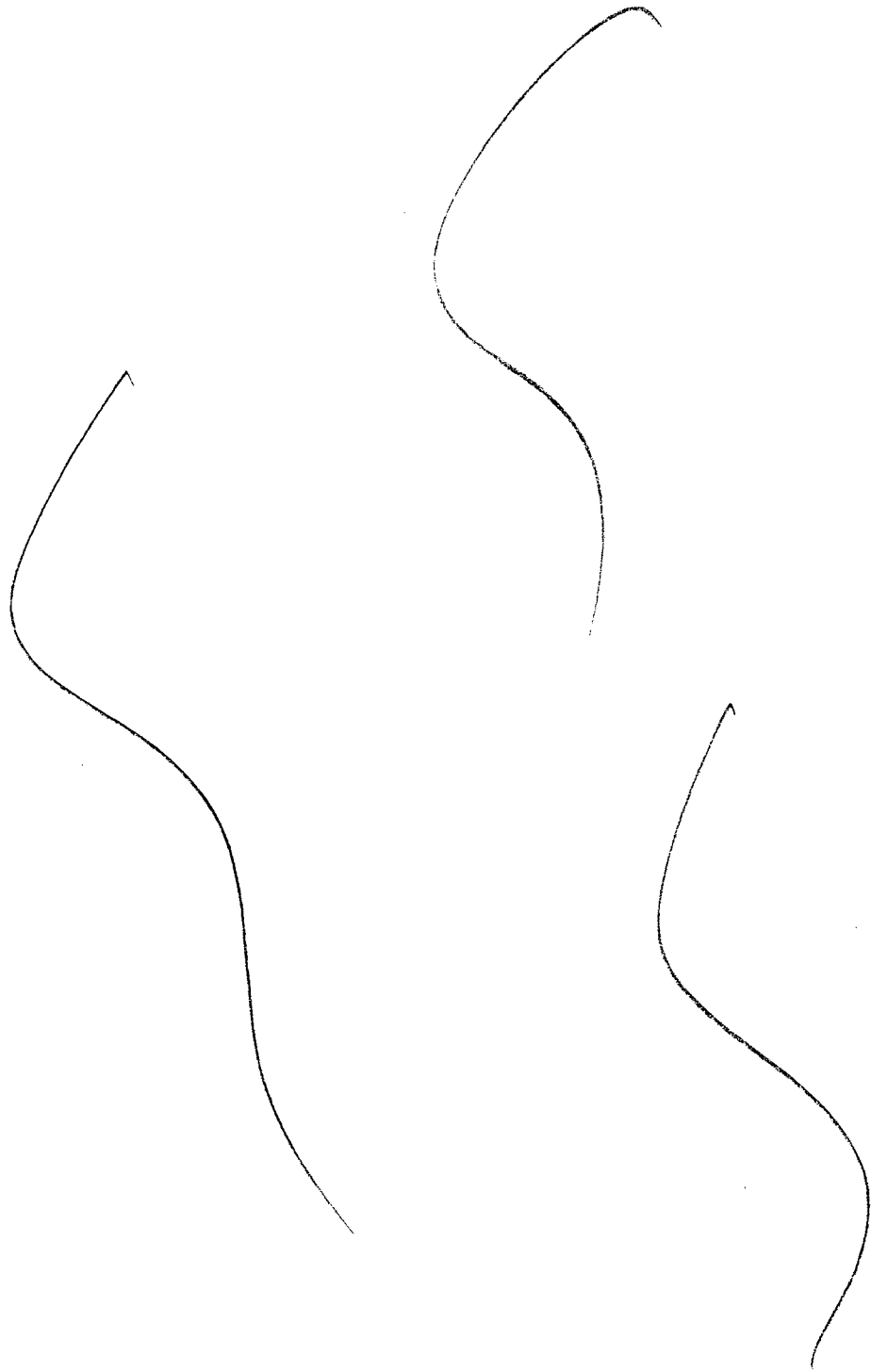


DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

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. Shotar, 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. Shotar, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	126	548
05/05/25	Mrs. Bloem 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

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.



DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

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

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

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. Skellon, 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	529
07/03/24	T.S. Barton, et ux.	Gulf Pipe Line Co. & Gulf Production Co.	123	514
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
10/26/42	S.M. Adams	Gulf Refining Co. & Gulf Oil Co.	360	190

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

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 & Santa Fe R.R. Co. and Gulf Refining Co.	Texas Eastern Transmission Corp.		
09/29/71	Texas Hwy. Dept.	Texas Eastern Transmission Corp.		

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

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. Strode	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. Hart, et ux.	Gulf Pipeline Co.	74	8
07/04/10	Angelina County Lumber Co.	Gulf Pipeline Co.	72	634
07/04/10	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 Hinjosa, 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. Evans, 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

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

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 Timis, 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. Strode, 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. Strode	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

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

Nacogdoches County, Texas

03/05/14	W.H. Hollis, et ux.	Gulf Pipeline Co.	82	405
03/05/14	Moses Tins, 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 BeBlazzeon	Gulf Pipeline Co.	85	51
04/10/14	J.W. Christian	Gulf Pipeline Co.	82	385
05/09/14	Tom Hinjosa, et ux	Gulf Pipeline Co.	82	404
06/23/24	C.W. Strobe	Gulf Pipe Line Co. & Gulf Production Co.	110	601
06/23/24	Mrs. M.I. Strobe	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. Hart, Ind. and as Attorney in fact	Gulf Pipe Line Co. & Gulf Production Co.	110	619

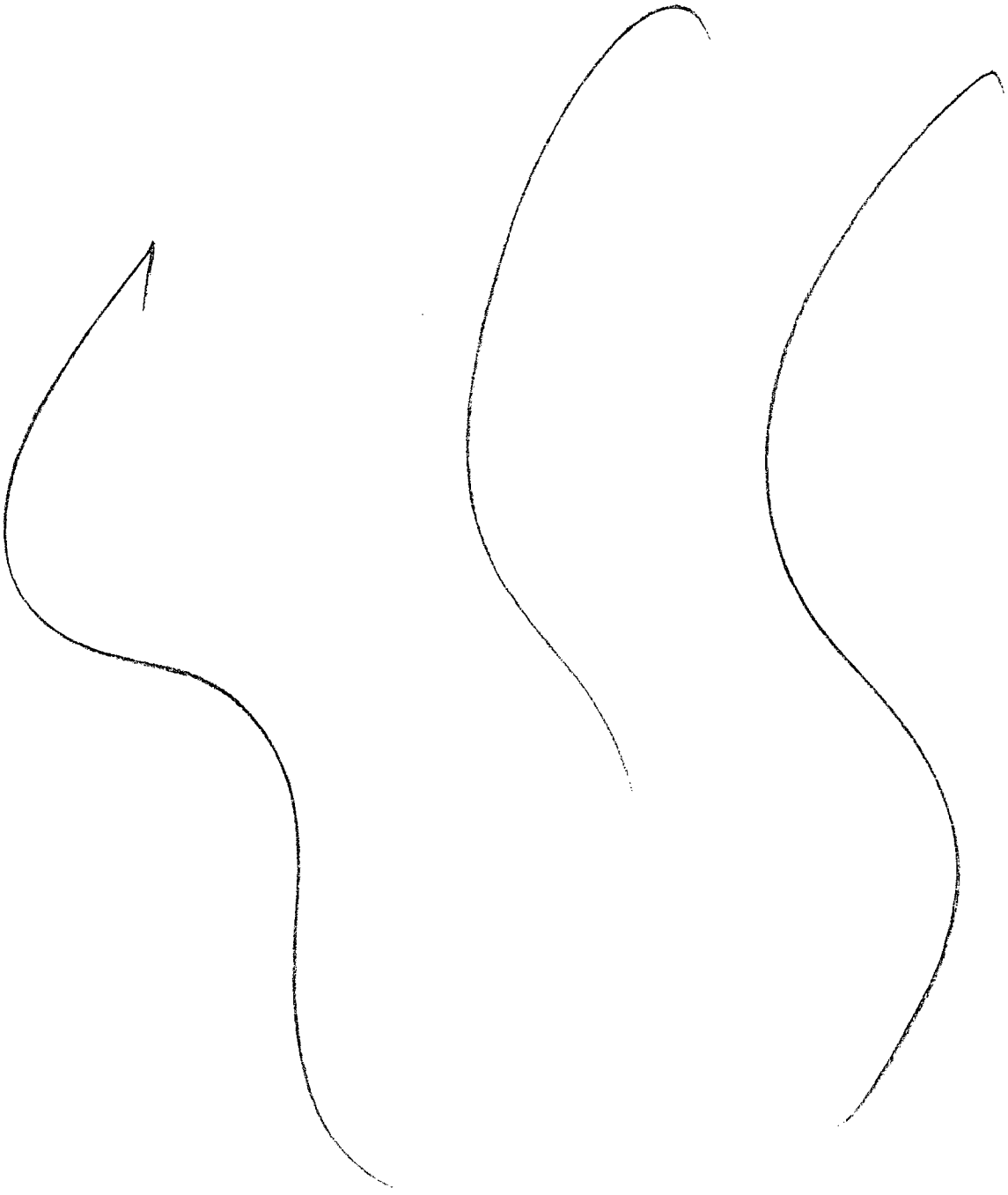
DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

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. Mellon, 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 Mutins, 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

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.



DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

Nacogdoches County, Texas

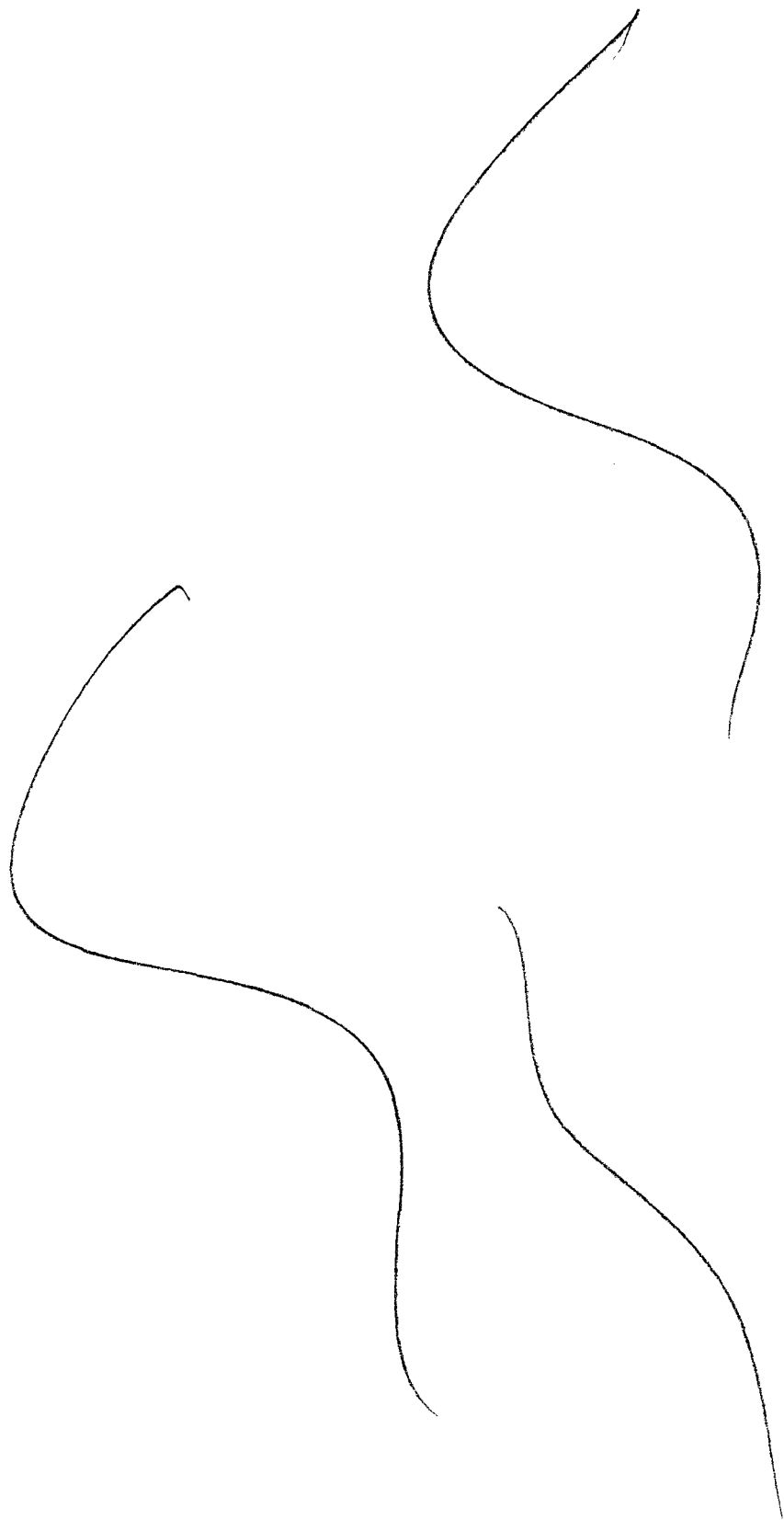
04/28/25	G.W. Tillery, Jr.	Gulf Pipe Line Co. & Gulf Production Co.	114	131
04/29/25	Mrs. F.W. Halacher	Gulf Pipe Line Co. & Gulf Production Co.	114	135
04/30/25	Itasca P. Blount	Gulf Pipe Line Co. & Gulf Production Co.	114	132
05/05/25	J. Thos. Hall	Gulf Pipe Line Co. & Gulf Production Co.	114	168
05/07/25	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. Garrafd et ux.	Gulf Pipe Line Co. & Gulf Production Co.	114	193

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

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 Curt	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. Parlin, 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. Biount	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

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.



DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

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
05/09/26	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

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

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

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

Nacogdoches County, Texas

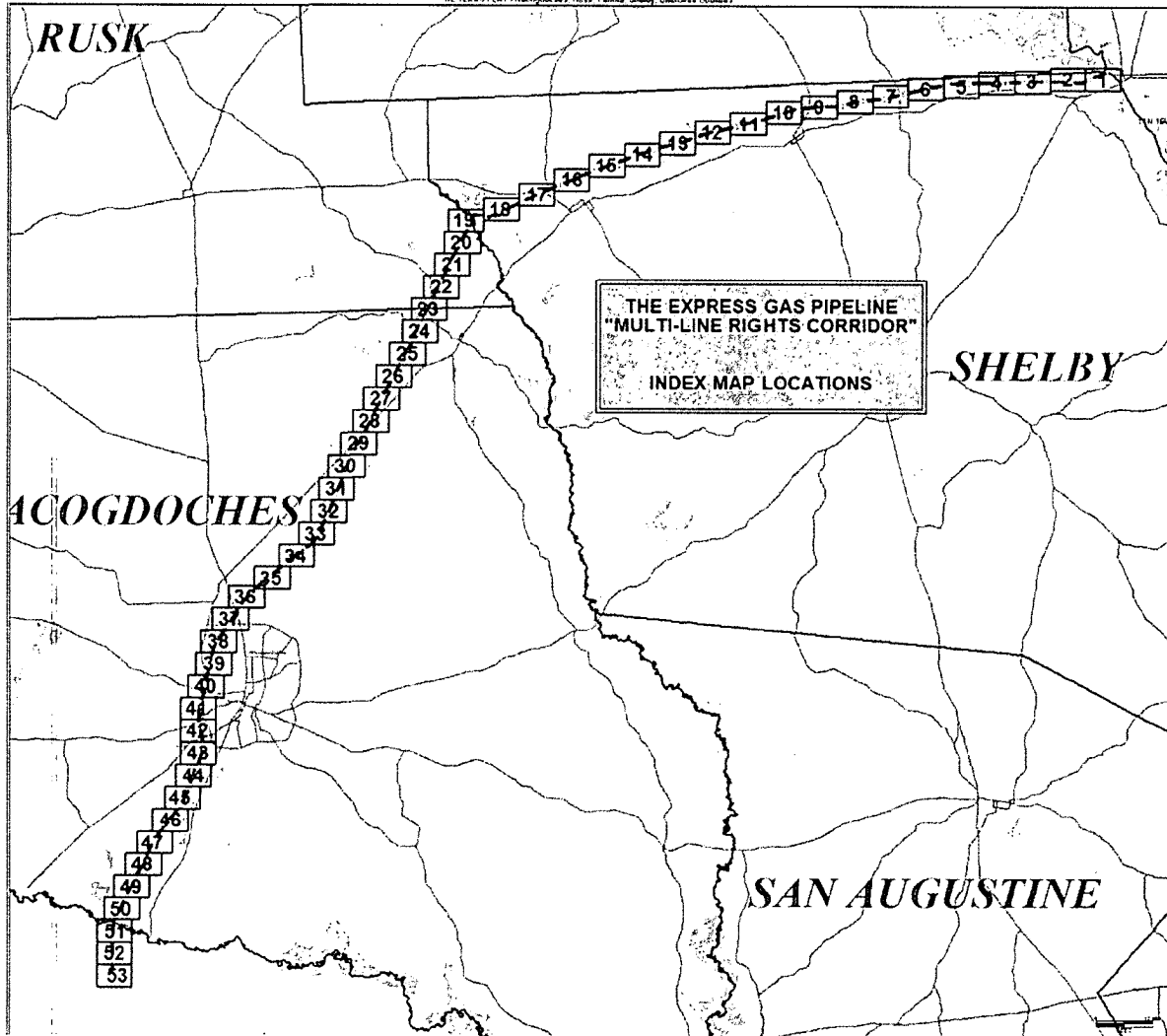
05/29/81	Lenvel Standland, et al.	Texas Eastern Transmission Corp.	465	124
02/16/83	Big Red Enterprises, Inc.	Texas Eastern Transmission Corp.	485	211
02/21/83	Glenn Layton	Texas Eastern Transmission Corp.	485	205
03/03/83	East Texas Portable Building Co.	Texas Eastern Transmission Corp.	485	200

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.	235	584

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

EXHIBIT 'A-1'



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Jennifer L. Fountain, County Clerk
Shelby County, Texas

August 20, 2018 10:16:26 AM

FEE: \$182.00 EPARKER 2018002769
DEED



DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

Page 39
Accepted for Filing in:
Angelina County
On: Aug 20, 2018 at 02:33P

DETAILS REPORT

**Note: Report is Sorted in Ascending Order by Office, Recorded Date, Document Number

Doc#	Document Type	Book/Vlm/Page	File Date
390110	MEM MODIFICATION AGR		01/10/2020
Street	Street Name	Description	
		SEE INSTRUMENT	
Grantors	Grantees	Street	Property Description
KRISJENN RANCH LLC , KRISJENN RANCH LLC SERIES PIPELINE ROW , KRISJENN RANCH LLC , KRISJENN RANCH LLC SERIES UVALDE RANCH , WRIGHT LARRY M	MC LEOD OIL LLC		SEE INSTRUMENT
References			
Book/Vlm/Page	Description	Recorded year	
Book/Vlm/Page	Description	Recorded year	
Legal Description\Remarks			
Legal Description\Remarks			
Lot	Block	Subdivision	Plat
Lot	Block	Subdivision	Plat

Angelina County
Amy Fincher
County Clerk
Lufkin, Texas 75901



70 2020 00390110

Instrument Number: 2020-00390110

As

RECORDINGS

Recorded On: January 10, 2020

Parties: KRISJENN RANCH LLC

To MCLEOD OIL LLC

Billable Pages: 49

Number of Pages: 50

Comment: MEMORANDUM

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

RECORDINGS	218.00
Total Recording:	218.00

***** 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: 2020-00390110

Receipt Number: 343877

Recorded Date/Time: January 10, 2020 11:30:05A

User / Station: N Johnson - Cashiering Workstation 1

Record and Return To:

ALBERT NEELY & KUHLMANN

1600 OIL & GAS

309 W 7TH ST

FORT WORTH TX 76102



STATE OF TEXAS
COUNTY OF ANGELINA
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records of Angelina County, Texas.

Amy Fincher

Amy Fincher, County Clerk, Angelina County Texas

MEMORANDUM OF SECOND LOAN MODIFICATION AGREEMENT

This Memorandum of Second Loan Modification Agreement (this “Memorandum”) is dated to be effective the 20th day of December, 2019, and is from KrisJenn Ranch, L.L.C., a Texas Limited Liability Company (“KrisJenn Ranch”); KrisJenn Ranch, L.L.C. - Series Uvalde Ranch, a series of KrisJenn Ranch, L.L.C., a Texas Limited Liability Company (“KrisJenn Uvalde”); KrisJenn Ranch, L.L.C. - Series Pipeline ROW, a series of KrisJenn Ranch, L.L.C., a Texas Limited Liability Company (“KrisJenn Pipeline”); Larry M. Wright, an individual (“Wright”); and KrisJenn Ranch, KrisJenn Uvalde, KrisJenn Pipeline, and Wright, collectively, “Borrowers”), and McLeod Oil, LLC, a Texas Limited Liability Company (“Lender”), to the public, to wit:

WHEREAS, reference is made to (i) that certain Loan Agreement dated February 8, 2019, by and between KrisJenn Ranch and Wright, as borrowers, and Lender, as lender, as modified by that certain Loan Modification Agreement dated November 13, 2019 (the “First Modification”), by and between KrisJenn Ranch and Wright, as borrowers, and Lender, as lender (as modified by the First Modification, the “Loan Agreement”), (ii) that certain Term Note dated February 8, 2019, by and between KrisJenn Ranch and Wright, as borrowers, and Lender, as lender (as modified by the First Modification, the “Note”), (iii) that certain Deed of Trust dated February 8, 2019, from KrisJenn Ranch to Adam McLeod, as Trustee, for the benefit of Lender, covering certain property situated in Uvalde County, Texas, recorded as Doc 2019000476, Official Public Records, Uvalde County, Texas (the “Uvalde County Deed of Trust”), and (iv) that certain Deed of Trust dated February 8, 2019, from Wright to Adam McLeod, as Trustee, for the benefit of Lender, covering certain mineral interests in Webb County, Texas, recorded as Doc 352098, OPR 4549, 0061-0086, Official Public Records, Webb County, Texas (the “Webb County Deed of Trust”; and the Loan Agreement, Note, Uvalde County Deed of Trust, and Webb County Deed of Trust, collectively, the “Loan Documents”); and

WHEREAS, reference is made to that certain Deed, Conveyance, Assignment and Bill of Sale dated effective April 3, 2018 (the “Black Duck Conveyance”), by and between Black Duck Properties, LLC (“Black Duck”), as assignor, and TCRG East Texas Pipeline 1, LLC (“TCRG”), as assignee (recorded under [a] Instrument 2018-4273, Official Public Records, Nacogdoches County, Texas; [b] Instrument No. 2018-00370530, Real Property Records, Angelina County, Texas; [c] Instrument No. 2018-002769, Real Property Records, Shelby County, Texas; and [d] Instrument No. 0019469, Real Property Records, Rusk County, Texas), wherein Black Duck conveyed to TCRG all of its right, title and interest in and to a pipeline system and related facilities situated in Angelina, Nacogdoches, Shelby, and Rusk Counties, Texas, including without limitation all associated rights-of-way, easements, permits, leases, and other rights and properties appurtenant thereto (*all* real and personal property described therein, collectively, the “P-21 Pipeline System”); and

WHEREAS, pursuant to that certain Compromise Settlement Agreement by and between TCRG and Borrowers, KrisJenn Pipeline intends to acquire the P-21 Pipeline System from TCRG contemporaneously herewith, pursuant to that certain Deed, Conveyance, Assignment, and Bill of Sale (the “TCRG Reconveyance”), a true and correct copy of the unexecuted version of which being

attached as Exhibit “A” hereto and made a part by reference (a copy of the Black Duck Conveyance being attached as Exhibit A to the TCRG Reconveyance); and

WHEREAS, Borrowers and Lender have entered into that certain Second Loan Modification Agreement (the “Agreement”) modifying, renewing, and extending the Loan Documents; and

WHEREAS, Borrowers and Lender desire to place the public on constructive notice of the Agreement’s existence;

NOW, THEREFORE, Borrowers and Lender hereby place the public on constructive notice that the Agreement exists. Under and pursuant to the terms of the Agreement, the Loan Documents have been modified, renewed, and extended by (i) adding KrisJenn Pipeline and KrisJenn Uvalde as additional borrowers under the Loan Agreement and Note, and as additional grantors under the Uvalde County Deed of Trust, (ii) increasing the loan amount, (iii) extending the maturity date, and (iv) adding the P-21 Pipeline System as additional collateral under the Loan Agreement and as additional “Mortgaged Property” under, and as defined in, the Uvalde County Deed of Trust. In every other respect, Borrowers and Lender have ratified, adopted, and confirmed the Loan Documents, have stipulated that same are in full force and effect, and have agreed to be bound thereby, as modified, renewed, and extended by the Agreement.

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[Signature and Acknowledgement Pages to Follow]

**THIS STAMP WAS ADDED BY
THE ANGELINA COUNTY CLERK
FOR SCANNING PURPOSES.**

EXECUTED to be effective as of the date set forth above.

BORROWERS:

KRISJENN RANCH, L.L.C., a Texas Limited Liability Company

By: Larry M. Wright
Larry M. Wright, Manager

KRISJENN RANCH, L.L.C.- SERIES PIPELINE ROW,
a series of KRISJENN RANCH, L.L.C., a Texas Limited Liability Company

By: Larry M. Wright
Larry M. Wright, Manager

KRISJENN RANCH, L.L.C.- SERIES UVALDE RANCH,
a series of KRISJENN RANCH, L.L.C., a Texas Limited Liability Company

By: Larry M. Wright
Larry M. Wright, Manager

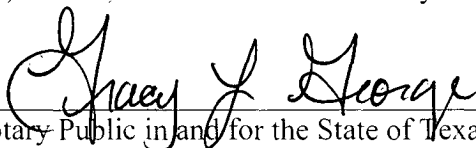
Larry M. Wright
Larry M. Wright, Individually

[Acknowledgement Page to Follow]

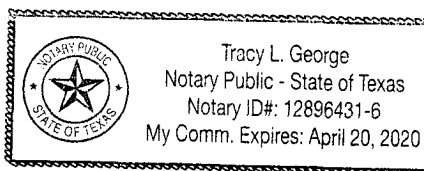
ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF Bexar §

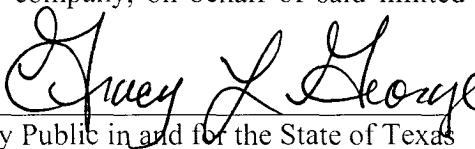
This instrument was acknowledged before me on this 20th day of December 2019, by Larry M. Wright, Manager of KrisJenn Ranch, L.L.C., a Texas limited liability company, on behalf of said limited liability company.


Notary Public in and for the State of Texas

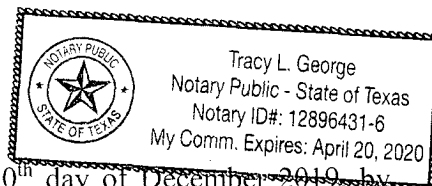
STATE OF TEXAS §
 §
COUNTY OF Bexar §



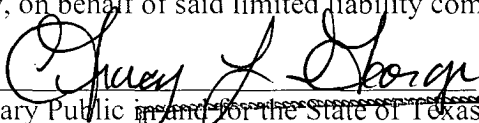
This instrument was acknowledged before me on this 20th day of December 2019, by Larry M. Wright, Manager of KrisJenn Ranch, L.L.C.- Series Pipeline ROW, a series of KrisJenn Ranch, L.L.C., a Texas limited liability company, on behalf of said limited liability company.


Notary Public in and for the State of Texas

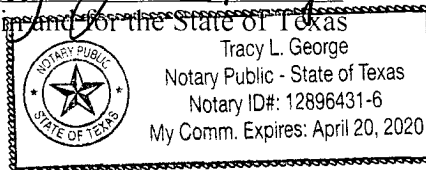
STATE OF TEXAS §
 §
COUNTY OF Bexar §



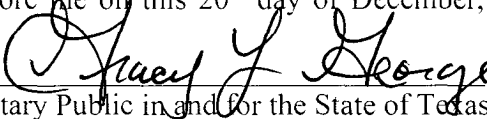
This instrument was acknowledged before me on this 20th day of December 2019, by Larry M. Wright, Manager of KrisJenn Ranch, L.L.C.- Series Uvalde Ranch, a series of KrisJenn Ranch, L.L.C., a Texas limited liability company, on behalf of said limited liability company.


Notary Public in and for the State of Texas

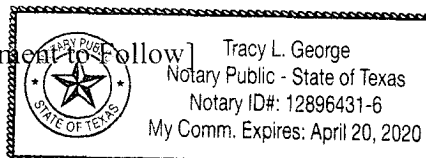
STATE OF TEXAS §
 §
COUNTY OF Bexar §



This instrument was acknowledged before me on this 20th day of December, 2019, by Larry M. Wright.

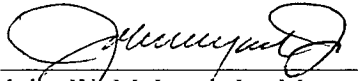

Notary Public in and for the State of Texas

[Additional Signature and Acknowledgment to Follow]



LENDER:


MCLEOD OIL, LLC,
a Texas Limited Liability Company

By: 
John W. McLeod, Jr., Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me on this 20th day of December, 2019, by John W. McLeod, Jr., Manager of McLeod Oil, LLC, a Texas limited liability company, on behalf of said limited liability company.


Notary Public in and for the State of Texas

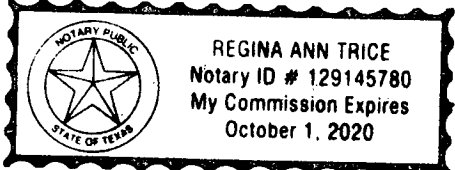


EXHIBIT "A"

TCRG RECONVEYANCE

[see attached]

**THIS STAMP WAS ADDED BY
THE ANGELINA COUNTY CLERK
FOR SCANNING PURPOSES.**

DEED, CONVEYANCE, ASSIGNMENT, AND BILL OF SALE

TCRG East Texas Pipeline 1, LLC, a Texas limited liability company, doing business at 5201 Camp Bowie Blvd., Suite 200, Fort Worth, Texas 76107 ("Assignor"), for the payment of Ten and no/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, and subject to the terms and conditions hereof, hereby grants, sells, assigns, and conveys to KrisJenn Ranch, LLC-Series Pipeline ROW, a Texas series limited liability company ("Assignee"), all of Assignor's right, title, and interest in and to the pipeline system and related facilities ("P-21 Pipeline"), rights-of-way, easements, permits, leases, and other rights and properties situated in the State of Texas (the "ROW") that Assignor acquired by that certain Deed, Conveyance, Assignment, and Bill of Sale dated April 3, 2018 by and between Black Duck Properties, LLC, a Texas limited liability company, and Assignor attached hereto as Exhibit A and incorporated herein by reference, and recorded under: (a) Instrument 2018-4273, Official Public Records of Nacogdoches County, Texas; (b) Instrument No. 2018-00370530, Real Property Records of Angelina County, Texas; (c) Instrument No. 2018-002769, Real Property Records of Shelby County, Texas; and (d) Instrument No. 0019469, Real Property Records of Rusk County, Texas.

TO HAVE AND TO HOLD all of the premises, rights, and properties, together with all and singular rights, privileges, hereditaments, and appurtenances belonging to or in any way appertaining to any or all of the premises, rights, or properties described and hereby conveyed by Assignor to Assignee, its successors and assigns forever (collectively, the "Property"); and Assignor does hereby bind itself and its successors to warrant specially and forever defend the same unto Assignee, its successors and assigns against every person claiming or to claim the same, or any part thereof, by, through or under Assignor but not otherwise. This Deed, Conveyance, Assignment, and Bill of Sale and all conveyances and transfer 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 interest, and other conditions of title or encumbrances of whatever nature, to the extent such matters are of record in Angelina County, Nacogdoches County, Rusk County, and Shelby County in Texas and to all other matters that a current survey or visual inspection would reflect.

The Property is hereby sold, transferred, assigned, conveyed, and delivered to Assignee without recourse (even as to the return of the purchase price), and without covenant or warranty of a any kind, written, oral, express, implied, or statutory except as otherwise provided in the Compromise Settlement Agreement dated November 11, 2019 by and between Assignor, Assignee, and certain other third parties (the "Comprise Agreement"). WITHOUT LIMITATION OF THE GENERALITY OF THE IMMEDIATELY PRECEEDNG SENTENCE AND IN ADDITION TO ANY DISCLAIMERS SET FORTH IN THE COMPROMISE AGREEMENT, ASSIGNOR 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 ASSIGNOR OR ANY OF ITS AFFILIATES ON ANY PATENT OR PROPERTY RIGHT OF ANY THIRD PARTY; AND (II) NEGATES ANY RIGHTS OF ASSIGNEE UNDER STATUTES OR AT COMMON LAW TO CLAIM DIMINUTION OF CONSIDERATION AND ANY CLAIMS BY ASSIGNEE FOR DAMAGES, BECAUSE OF REDHIBITORY VICES OR DEFECTS, WHETHER KNOWN OR UNKNOWN, IT BEING THE INTENTION OF ASSIGNOR AND ASSIGNEE THAT THE SUBJECT ASSETS ARE TO BE CONVEYED IN THEIR PRESENT CONDITION AND STATE OF REPAIR OR DISREPAIR.

IN WITNESS HEREOF, this Deed, Conveyance, Assignment, and Bill of Sale is being executed in counterparts all of which are identical on the dates shown below but effective as of 12:01 AM on December ___, 2019 (the "Effective Date"). Each of such counterparts shall for all purposes be deemed to be an original, provided all of such counterparts shall together constitute one of the same instrument.

EXECUTED to be effective for all purposes on the Effective Date.

ASSIGNOR: TCRG East Texas Pipeline 1, LLC, a Texas limited liability company

By: Texas Capitalization Resource Group, Inc.,
a Texas corporation, Manager

By: _____
Robert L. Patton, Jr., President

ASSIGNEE: KrisJenn Ranch, LLC-Series Pipeline ROW, a Texas series limited liability company

By: _____
Larry Wright, Its Manager

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ACKNOWLEDGEMENTS

STATE OF TEXAS §
COUNTY OF TARRANT §

Be it known, that on December ____, 2019, before me, the undersigned authority, personally came and appeared Robert L. Patton, Jr. to me personally known and known by me to be the person whose genuine signature is affixed to the foregoing document, who signed said document before me and who acknowledged, in my presence, that he signed the above foregoing document as his own free act and deed and for the uses and purposes therein set forth and apparent.

In witness whereof, the said appeared has signed these presents and I have hereunto affixed my hand and seal on the day and date first above written.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2019.

Notary Public in and for the State of Texas
Commission Expires: _____
(Seal)

STATE OF TEXAS §
COUNTY OF BEXAR §

Be it known, that on December ____, 2019, before me, the undersigned authority, personally came and appeared Larry Wright to me personally known and known by me to be the person whose genuine signature is affixed to the foregoing document, who signed said document before me and who acknowledged, in my presence, that he signed the above foregoing document as his own free act and deed and for the uses and purposes therein set forth and apparent.

In witness whereof, the said appeared has signed these presents and I have hereunto affixed my hand and seal on the day and date first above written.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2019.

Notary Public in and for the State of Texas
Commission Expires: _____

PLEASE RETURN RECORDED INSTRUMENT TO:

KrisJenn Ranch, LLC-Series Pipeline ROW
Attn: Larry Wright
410 Spyglass Road
McQueeney, Texas 78123



DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE

BLACK DUCK PROPERTIES, LLC, a Texas limited liability company, doing business at 410 Spyglass Road, McQueney, Texas 78123 ('Assignor') for the payment of Ten and no/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged and subject to the terms and conditions hereof, hereby grants, sells, assigns, and conveys to TCRG East Texas Pipeline 1, LLC, a Texas limited liability company ('Assignee'), 5201 Camp Bowie Blvd., Suite 200, Fort Worth, Texas 76107 all of Assignor's right, title and interest in and to 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 Black Duck Properties, LLC acquired by:

- (i) Deed, Conveyance and Assignment dated August 14, 2017 from The Express Pipeline, LLC to Black Duck Properties, LLC and being recorded under Instrument No. 2017-00355856 in the Real Property Records of Angelina County, Texas; previously acquired by The Express Pipeline LLC by Deed, Conveyance and Assignment from TE Products Pipeline Company, LP, (TEPCO) to Lancer Resources Company recorded at Volume 889, Page 40 of the Official Public Records of Angelina County, Texas, and by Correction Deed, Conveyance and Assignment from Lancer Resources, LP, to The Express Gas Pipeline, LP, recorded as Document Number 2009-00252651 of the Official Public Records of Angelina County, Texas;
- (ii) Deed, Conveyance and Assignment dated August 14, 2017 from The Express Pipeline, LLC to Black Duck Properties, LLC and being recorded at Volume 4631, Page 232 of the Real Property Records of Nacogdoches, Texas, previously acquired by The Express Pipeline LLC from TE Products Pipeline Company, LP, (TEPCO) to Lancer Resources Company recorded at Volume 824, page 29 of the Real Property Records of Nacogdoches County, Texas and by Correction Deed, Conveyance and Assignment from Lancer Resources, LP, to The Express Gas Pipeline, LP, recorded as recorded as Document Number 133189 in Volume 3001, Page 80 of the Real Property Records of Nacogdoches County, Texas;
- (iii) Deed, Conveyance and Assignment dated August 14, 2017 from The Express Pipeline, LLC to Black Duck Properties, LLC and being recorded in Instrument No. 2017002756 of the Real Property Records of Shelby County, Texas, previously acquired by The Express Pipeline, LLC by Deed, Conveyance and Assignment from TE Products Pipeline Company, LP,(TEPCO) to Lancer Resources Company recorded at Volume 742, page 72 of the Real Property Records of Shelby County, Texas and that The Express Pipeline Connection, LLC acquired by Deed, Conveyance and Assignment from TE Products Pipeline Company, LP,(TEPCO) to Lancer Resources Company recorded as Document Number 20090000958 the Real Property Records of Shelby County, Texas and recorded at Volume 742, page 72 of the Real Property Records of Shelby County, Texas; and

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

Exhibit A



- (iv) Deed, Conveyance and Assignment dated August 14, 2017 from The Express Pipeline, LLC to Black Duck Properties, LLC and being recorded in Volume 3522, Page 466 of the Official Records of Shelby County, Texas, previously acquired by Correction Deed, Conveyance and Assignment from Lancer Resources, LP, to The Express Gas Pipeline, LP, recorded as Document Number 2009-00252651 in the Official Public Records of Angelina County, Texas at Volume 2911, Page 596 of the Real Property Records of Rusk County, Texas.

(collectively referred to herein as the "Express Pipeline") as identified on Exhibit "A" forming fifty-three (53) right of way tracts of land through sixty-five (65) (+- five (5) miles) contiguous miles of rights of way as identified on Exhibit "A-1" (the "ROWS") comprised of easements to permit the construction of a substitute pipeline for the transportation of water across any portion of the ROWs together with all improvements and fixtures thereon, if any, and all easements, rights-of-way, licenses, interests, rights, and appurtenances to the extent appertaining, if any.

II.

All of the following described pipelines, taps and other facilities owned by Black Duck Properties, LLC in the State of Texas as set forth on Exhibits "A" and "A-1" attached hereto and by this reference made a part hereof.:

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

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

III. RIGHTS-OF-WAY, EASEMENTS AND PERMITS

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

IV.

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

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 TCRG East Texas Pipeline 1, LLC, its successors and assigns forever; and Black Duck Properties, LLC does hereby bind itself and its successors to warrant specially and forever defend the same unto said TCRG East Texas Pipeline 1, LLC, its successors and assigns, against every person whomsoever claiming or to claim the same, or any part thereof, by, through or under the Black Duck Properties, LLC, 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 interest 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.

V.

Black Duck Properties, LLC is hereby sold, transferred, assigned, conveyed and delivered to TCRG East Texas Pipeline 1, 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 PRECEDING SENTENCE AND IN ADDITION TO ANY DISCLAIMERS SET FORTH IN THE PURCHASE AND SALE AGREEMENT, BLACK DUCK PROPERTIES, LLC 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 BLACK DUCK PROPERTIES, LLC OR ANY OF ITS AFFILIATES ON ANY PATENT OR PROPERTY RIGHT OF ANY THIRD PARTY; AND (ii) NEGATES ANY RIGHTS OF TCRG EAST TEXAS PIPELINE 1, LLC UNDER STATUTES OR AT COMMON LAW TO CLAIM DIMINUTION OF CONSIDERATION AND ANY CLAIMS BY TCRG EAST TEXAS PIPELINE 1, LLC FOR DAMAGES BECAUSE OF REDHIBITORY VICES OR DEFECTS, WHETHER KNOWN OR UNKNOWN, IT BEING THE INTENTION OF TCRG EAST TEXAS PIPELINE 1, LLC AND BLACK DUCK PROPERTIES, LLC THAT THE SUBJECT ASSETS ARE TO BE CONVEYED IN THEIR PRESENT CONDITION AND STATE OF REPAIR OR DISREPAIR.

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

VI.

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 3 day of April 2018. 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.

EXECUTED to be effective for all purposes as of the Effective Time.

ASSIGNOR:

Black Duck Properties, LLC, a Texas limited liability company

By: Larry Wright
Larry Wright, Its Sole Manager

ASSIGNEE:

TCRG East Texas Pipeline 1, LLC, a Texas limited liability company

By: Robert L. Patton, Jr.
Robert L. Patton, Jr., Its Sole Manager

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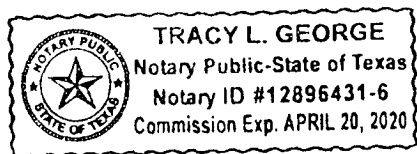
ACKNOWLEDGEMENTS

STATE OF TEXAS)
) ss.
COUNTY OF Mexia)

Be it known, that on this 3 day of April, 2018, before me, the undersigned authority, personally came and appeared Larry Wright to me personally known and known by me to be the person whose genuine signature is affixed to the foregoing document, who signed said document before me and who acknowledged, in my presence, that he signed the above foregoing document as his own free act and deed and for the uses and purposes therein set forth and apparent.

In witness whereof, the said appeared has signed these presents and I have hereunto affixed my hand and seal on the day and date first above written.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this April 3 2018.



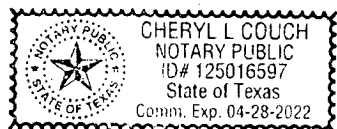
Tracy L. George
Notary Public in and for the State of Texas
Commission Expires: 4-20-20
(Seal)

STATE OF TEXAS)
) ss.
COUNTY OF Tarrant)

Be it known, that on this 3 day of April, 2018, before me, the undersigned authority, personally came and appeared Robert L. Patton, Jr. to me personally known and known by me to be the person whose genuine signature is affixed to the foregoing document, who signed said document before me and who acknowledged, in my presence, that he signed the above foregoing document as his own free act and deed and for the uses and purposes therein set forth and apparent.

In witness whereof, the said appeared has signed these presents and I have hereunto affixed my hand and seal on the day and date first above written.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this April 3 2018.



Cheryl L. Couch
Notary Public in and for the State of Texas

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

PLEASE RETURN RECORDED INSTRUMENT TO:

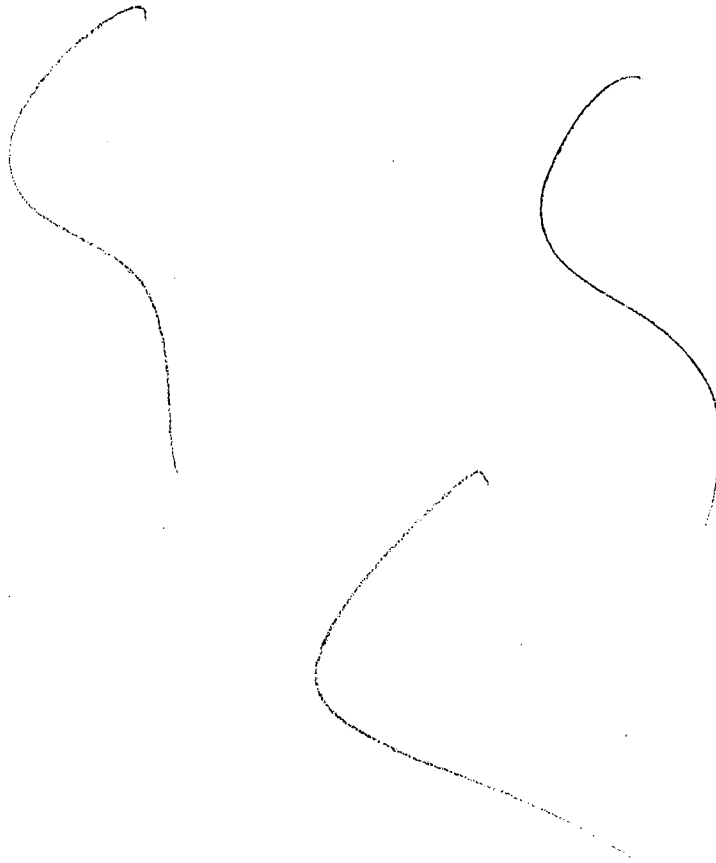
TCRG East Texas Pipeline 1, LLC,
Attn: General Counsel
5201 Camp Bowie Blvd., Suite 200
Fort Worth, Texas 76107
Telephone: 817-626-9898
Telecopier: 817-624-1374

**THIS STAMP WAS ADDED BY
THE ANGELINA COUNTY CLERK
FOR SCANNING PURPOSES.**

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

Page 8

EXHIBIT 'A'
TO DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE



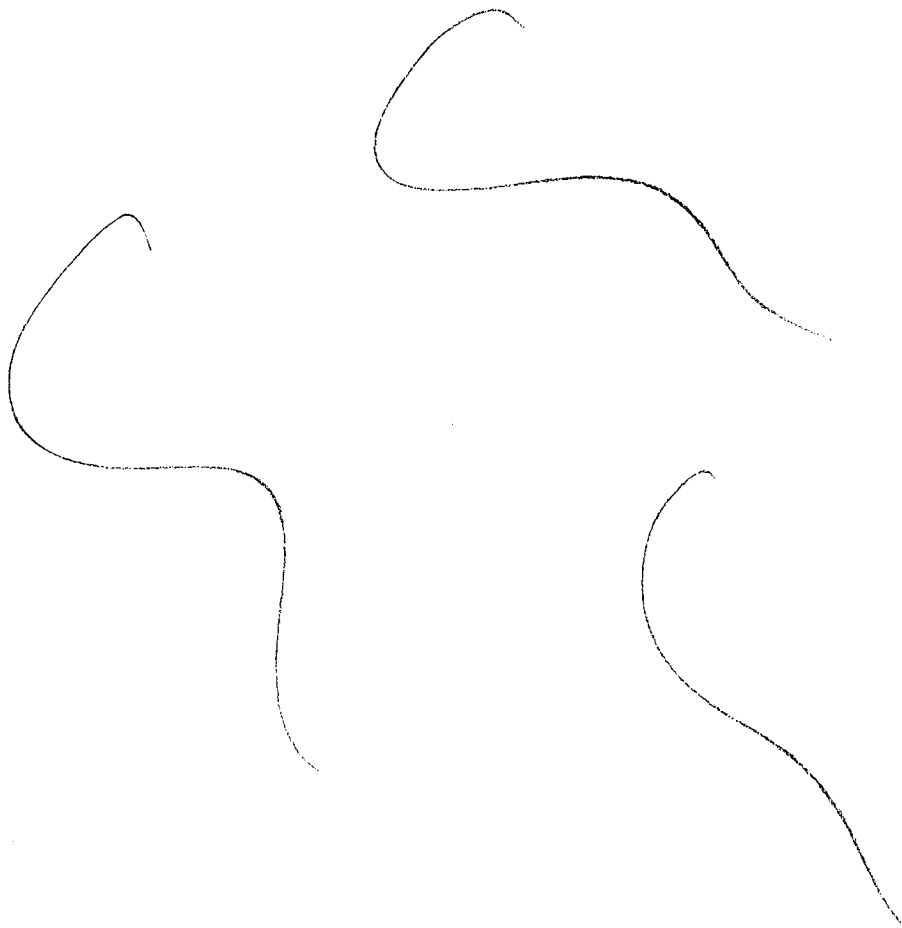
**THIS STAMP WAS ADDED BY
THE ANGELINA COUNTY CLERK
FOR SCANNING PURPOSES.**

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

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	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

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.



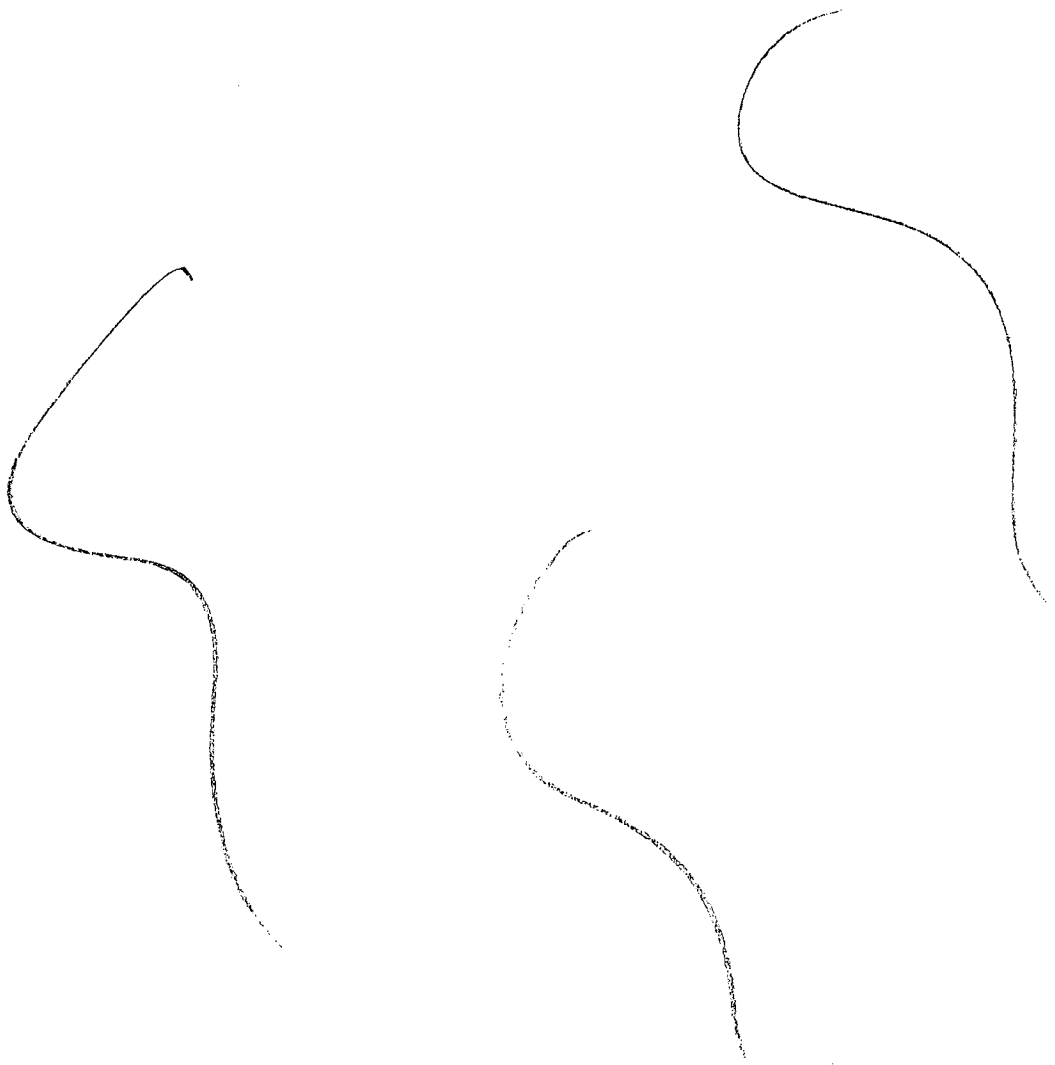
**THIS STAMP WAS ADDED BY
THE ANGELINA COUNTY CLERK
FOR SCANNING PURPOSES.**

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

Shelby County, Texas

02/18/14	F.M. Whiteside, et ux.	Gulf Pipe Line Co.	79	551
02/19/14	J.D. Sholar	Gulf Pipe Line Co.	79	613
02/19/14	Whiddon, J.E., Gdn. for his two minor children Mary Etta Whiddon & James Floyd 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. Williams	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

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.



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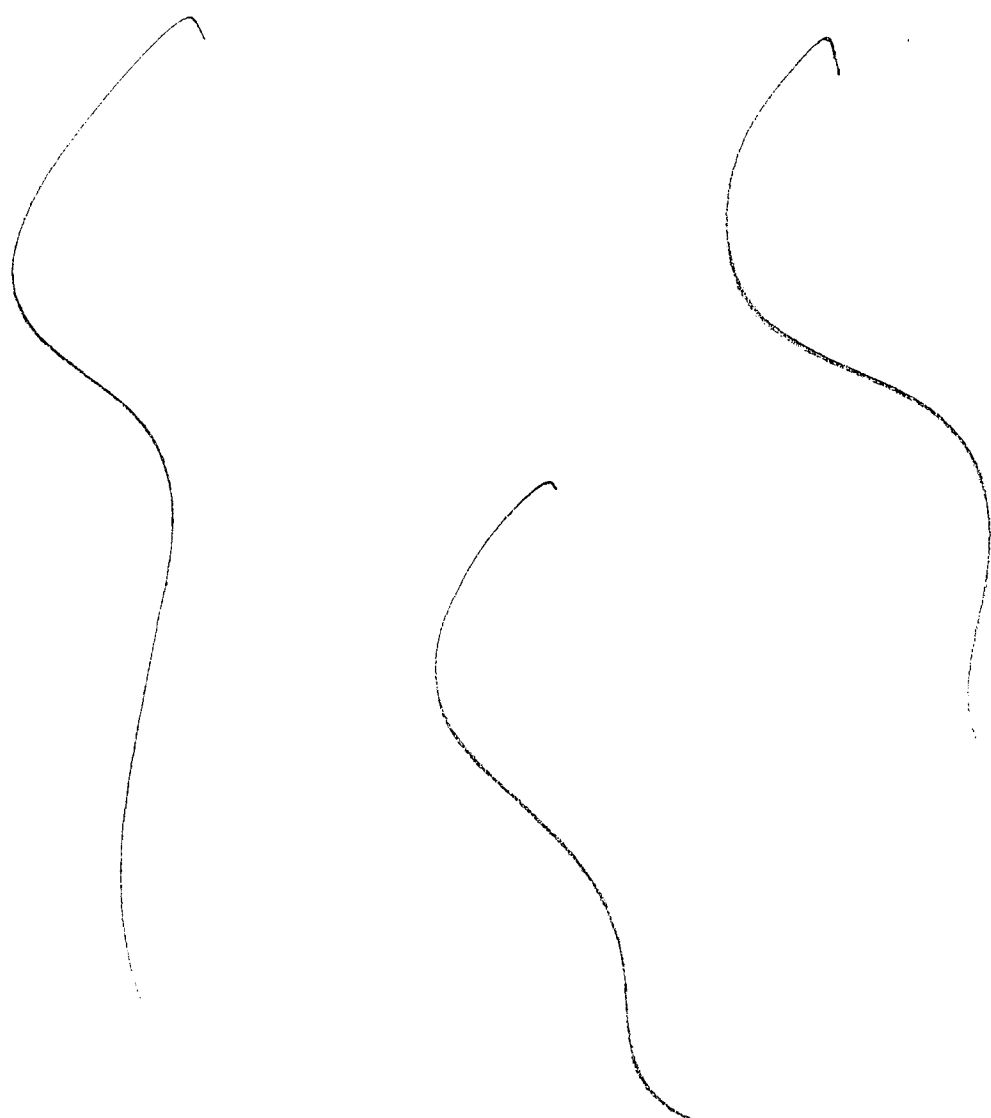
DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

Page 13

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

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Page 15

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

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

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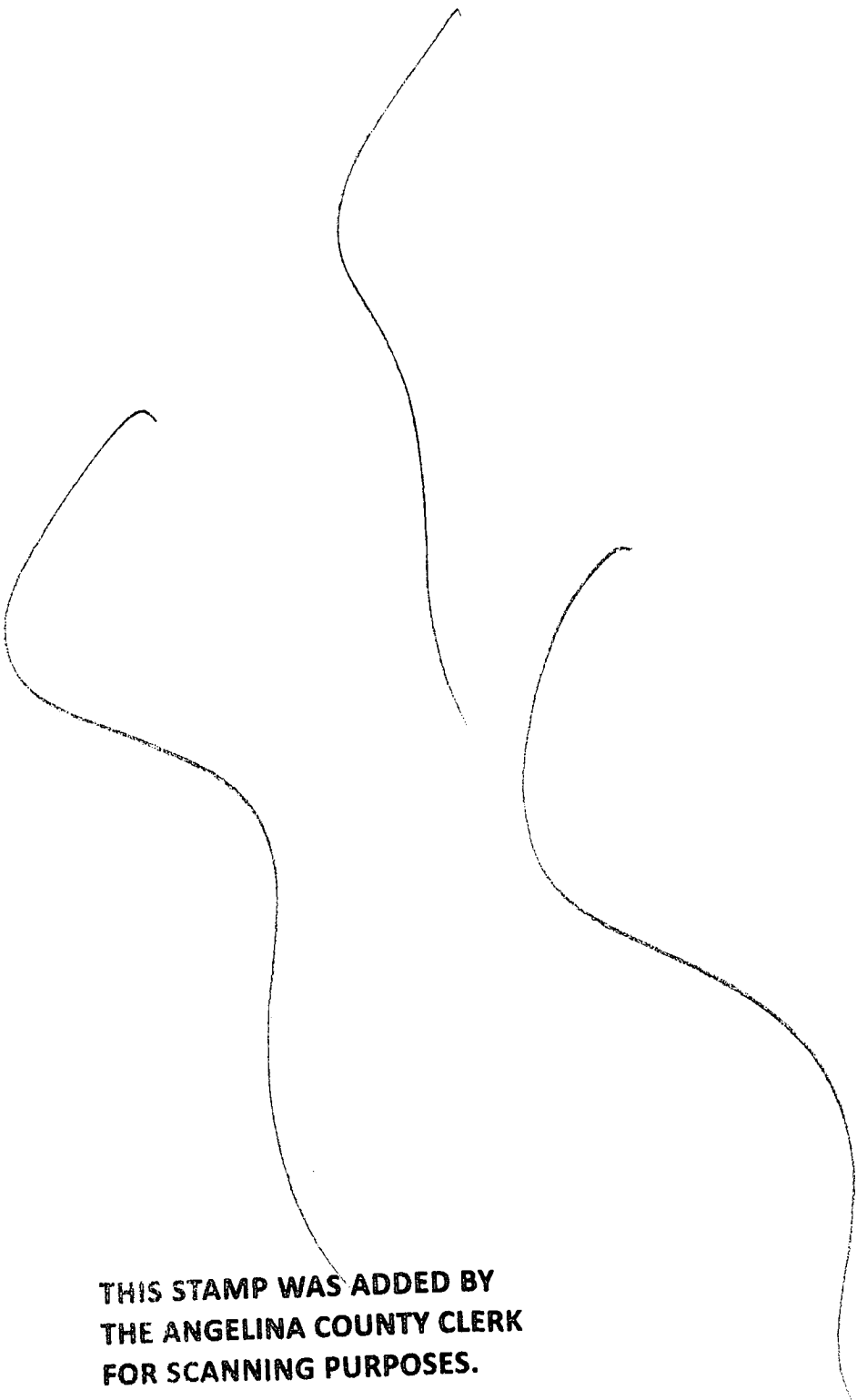
DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

Page 17

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

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.



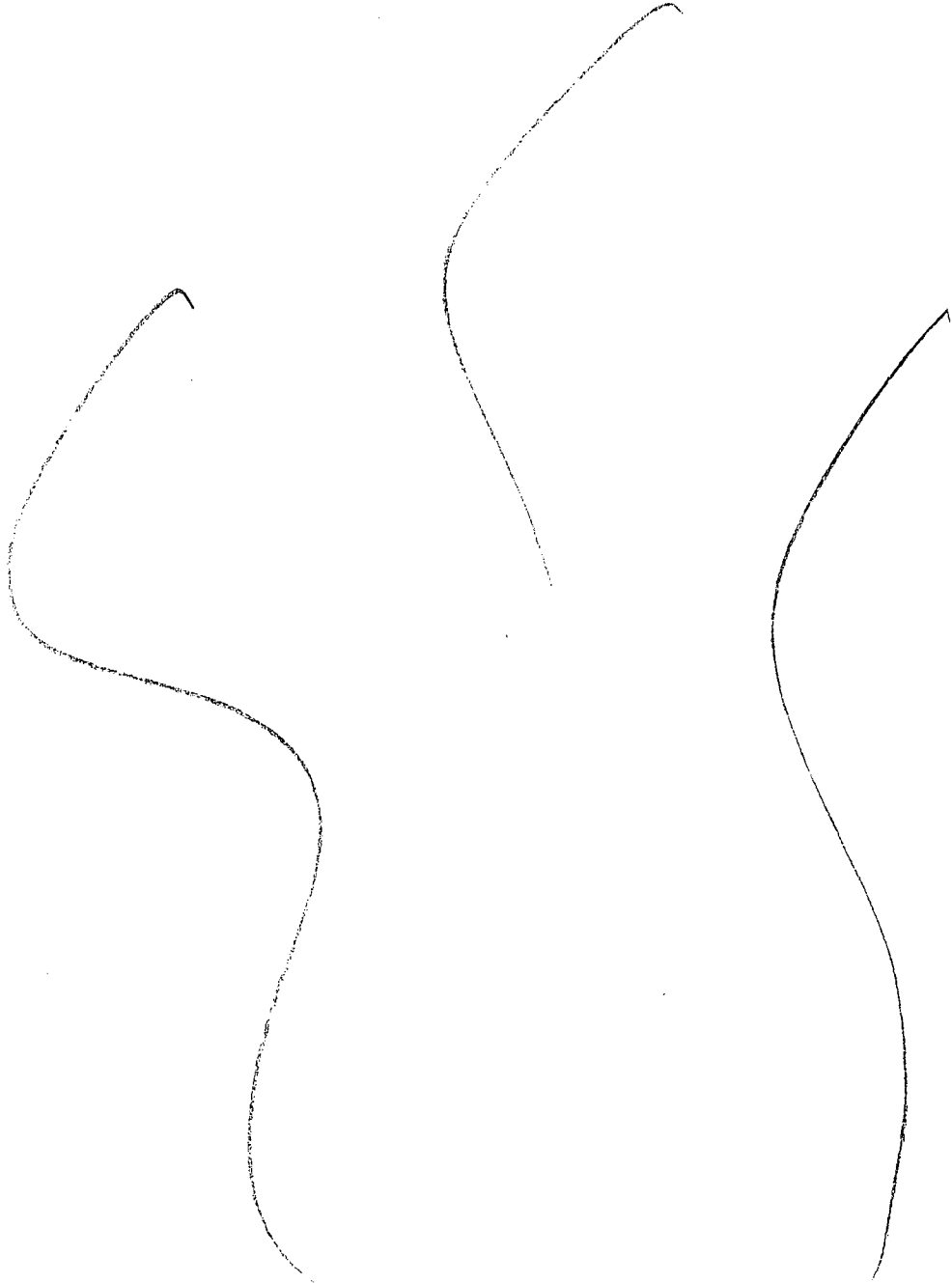
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DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

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

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.



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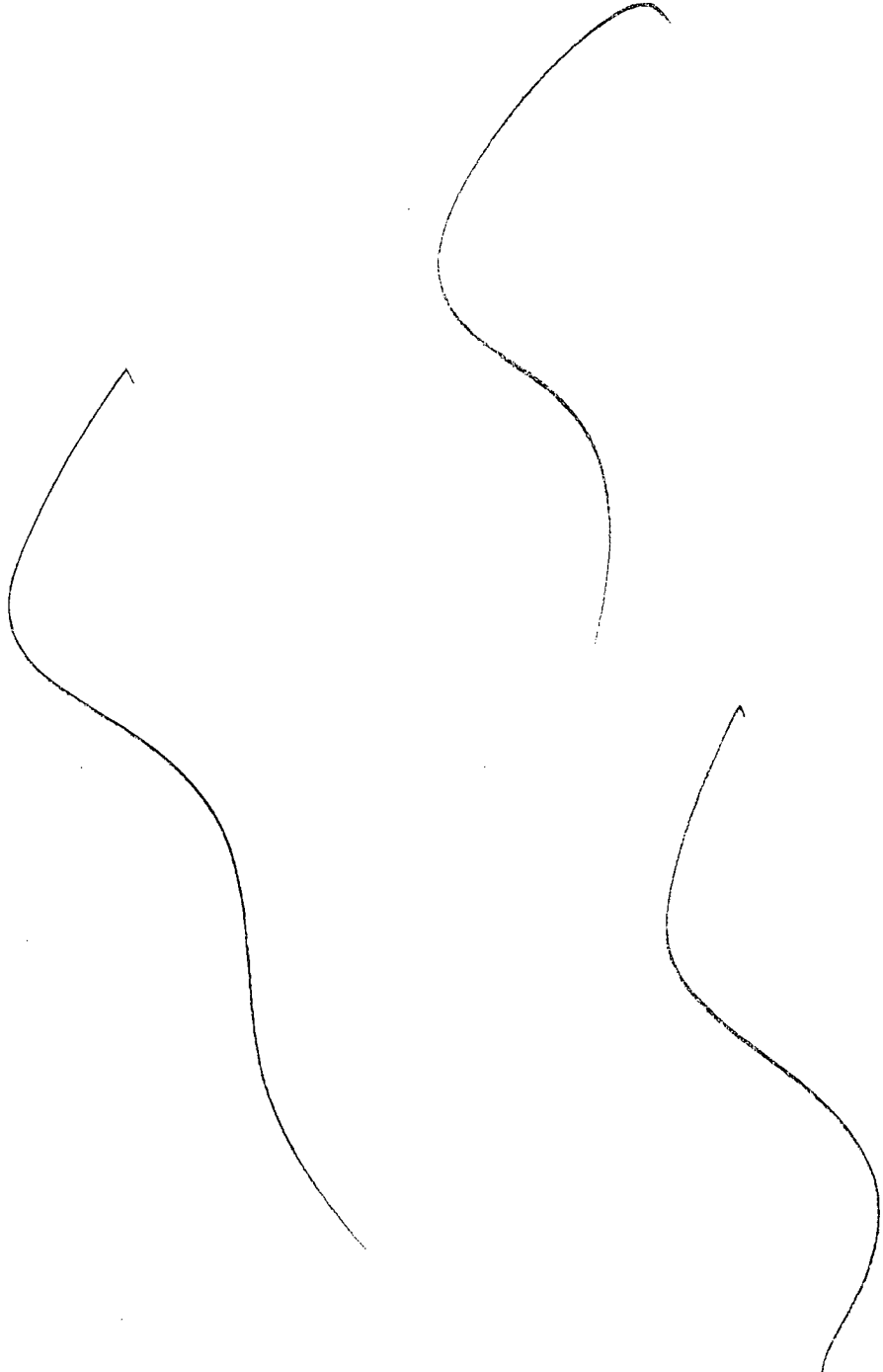
DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

Page 21

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. Shotar, 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. Shotar, 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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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	180
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.	126	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

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

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
07/09/24	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

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

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.		

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

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. Mellon, 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. Strode	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
07/04/10	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 Hinjosa, 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. Evans, 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

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

Nacogdoches County, Texas

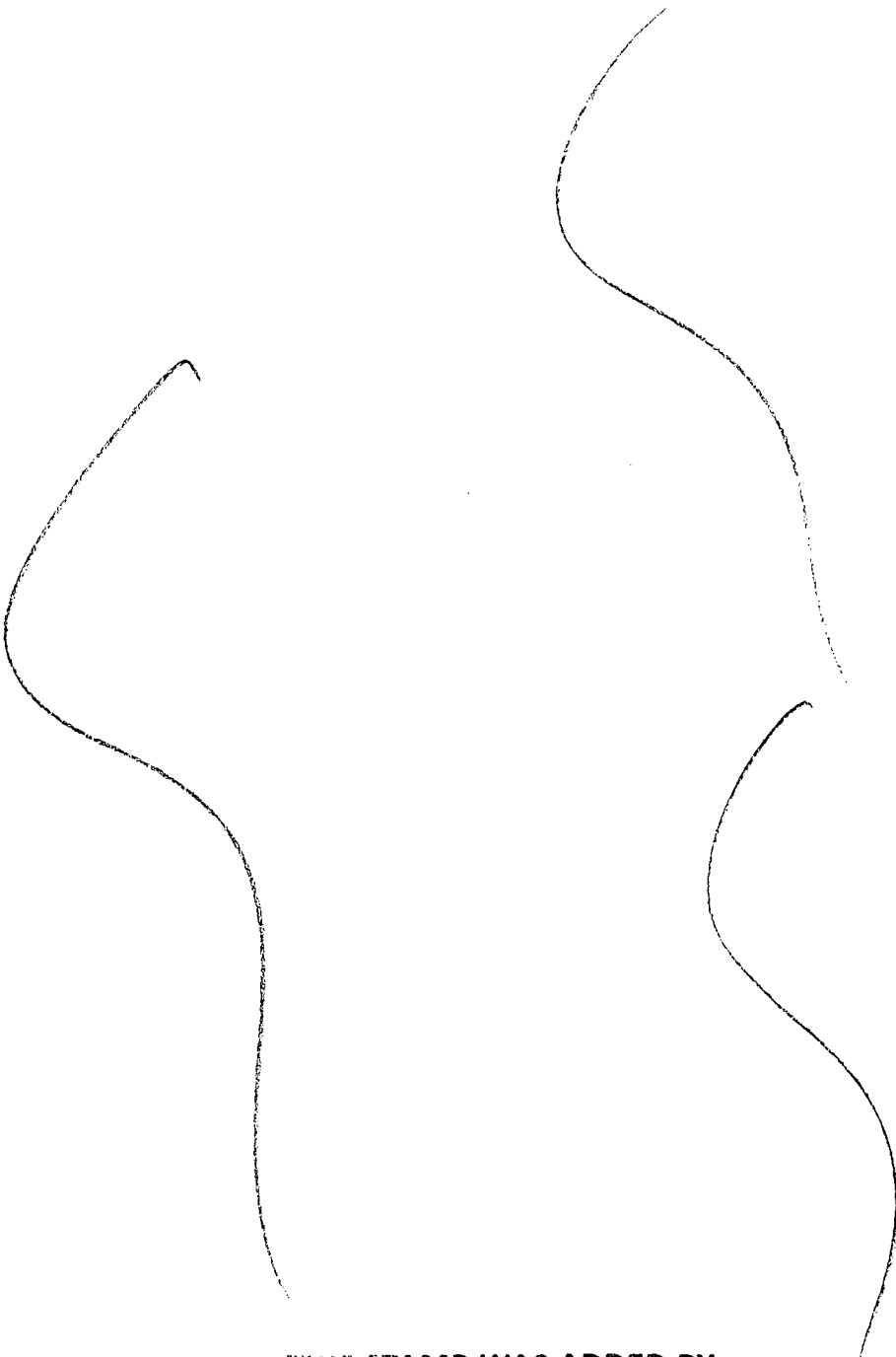
07/20/10	Mrs. Antonia Manchaca, et al.	Gulf Pipeline Co.	74	33
07/20/10	Mrs. J.E. Patterson, et al.	Gulf Pipeline Co.	90	429
07/20/10	Moses Tims, et ux.	Gulf Pipeline Co.	74	27
07/20/10	Eli Westfall, et al.	Gulf Pipeline Co.	74	101
07/21/10	Jessie Greer	Gulf Pipeline Co.	74	131
07/29/10	C.S. Means, et 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. Strode, 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. Strode	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. Aarti	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

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

Nacogdoches County, Texas

03/05/14	W.H. Hollis, et ux.	Gulf Pipeline Co.	82	405
03/05/14	Moses Tins, 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	385
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. Hart, Ind. and as Attorney in fact	Gulf Pipe Line Co. & Gulf Production Co.	110	619

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.



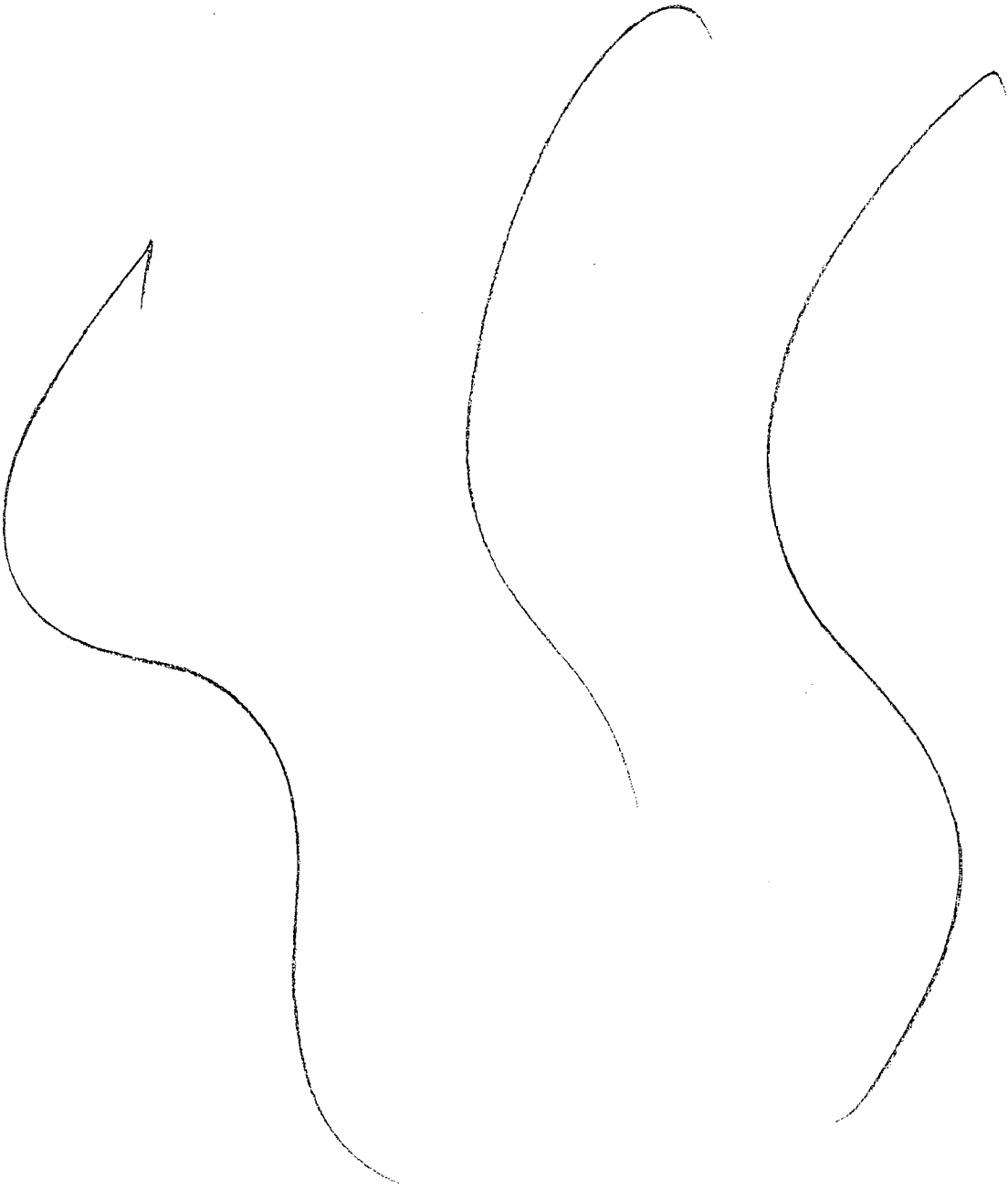
**THIS STAMP WAS ADDED BY
THE ANGELINA COUNTY CLERK
FOR SCANNING PURPOSES.**

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

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 Mutins, 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

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.



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DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

Nacogdoches County, Texas

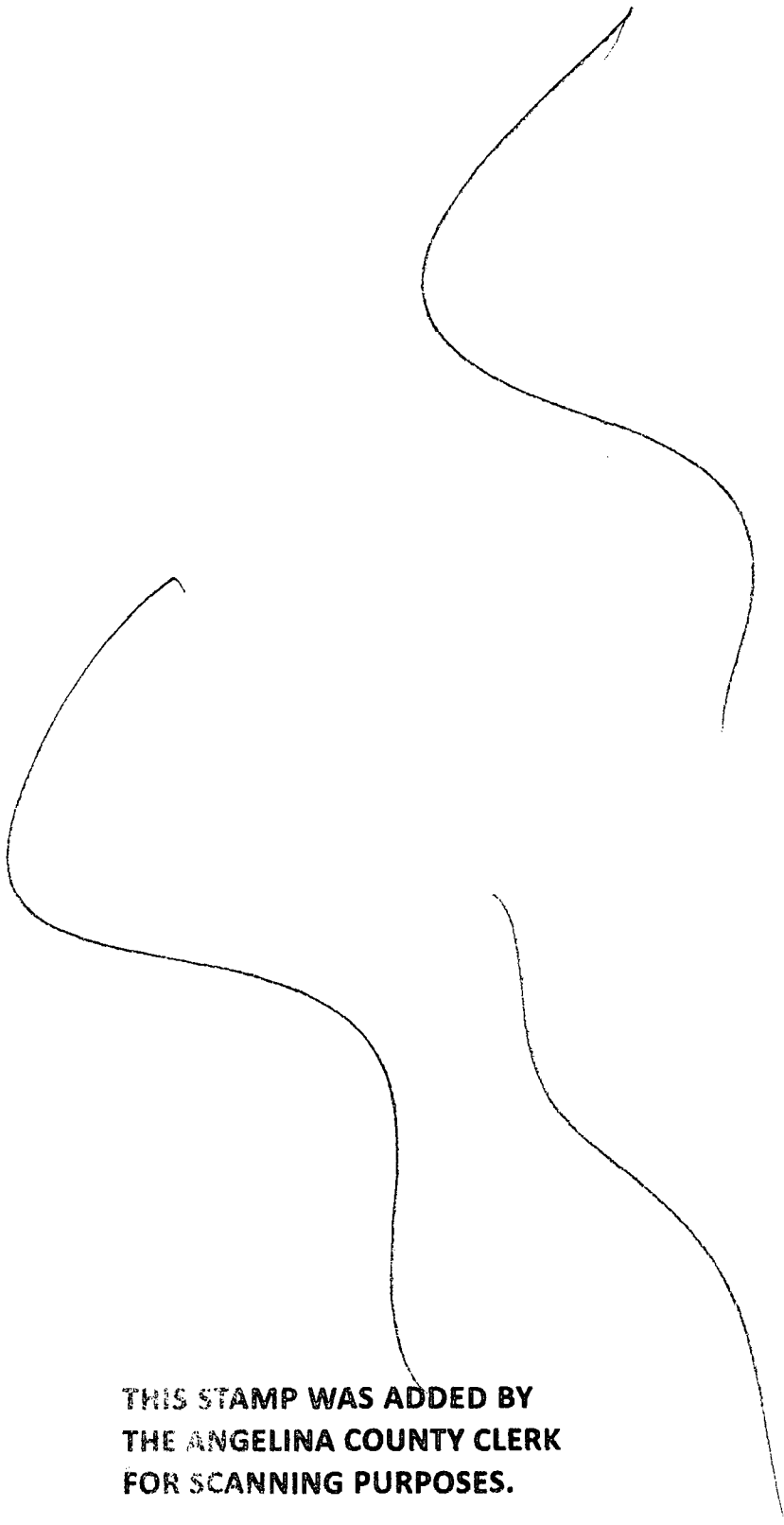
04/28/25	G.W. Tillery, Jr.	Gulf Pipe Line Co. & Gulf Production Co.	114	131
04/29/25	Mrs. F.W. Halacher	Gulf Pipe Line Co. & Gulf Production Co.	114	135
04/30/25	Itasca P. Blount	Gulf Pipe Line Co. & Gulf Production Co.	114	132
05/05/25	J. Thos. Hall	Gulf Pipe Line Co. & Gulf Production Co.	114	168
05/07/25	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

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

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 Curt	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 Thom, 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. Biount	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

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.



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DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

Page 35

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. Strobe	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
02/23/25	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

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

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. Sulton, 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

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

Nacogdoches County, Texas

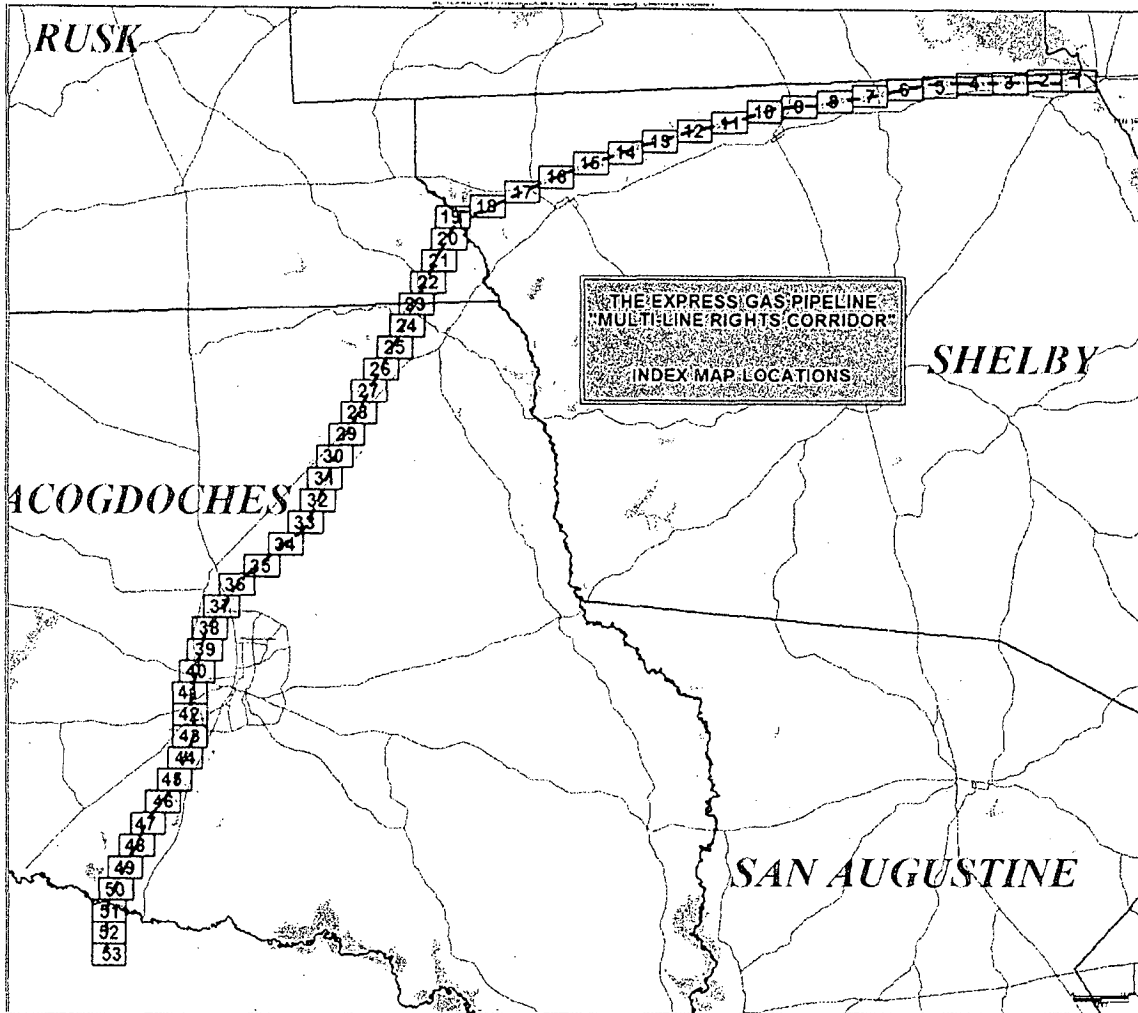
05/29/81	Lenvel Standland, et al.	Texas Eastern Transmission Corp.	485	124
02/16/83	Big Red Enterprises, Inc.	Texas Eastern Transmission Corp.	485	211
02/21/83	Glenn Layton	Texas Eastern Transmission Corp.	485	205
03/03/83	East Texas Portable Building Co.	Texas Eastern Transmission Corp.	485	200

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
08/02/42	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.	235	584

DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

EXHIBIT 'A-1'



DEED, CONVEYANCE, ASSIGNMENT AND BILL OF SALE.

Accepted for Filings in:
Anselina County
On: Jan 10, 2020 at 11:30A

DETAILS REPORT

**Note: Report is Sorted in Ascending Order by Office, Recorded Date, Document Number

Doc#	Document Type	Book/Vlm/Page	File Date
36376	DEED	RP/00889/40	09/17/1992
Street	Street Name	Description	
		SEE INSTRUMENT	
Grantors	Grantees	Street	Property Description
TE PRODUCTS PIPELINE CO LIMITED PARTNERS , TEXAS EASTERN PRODUCTS PIPELINE GEN PTR	LANCER RESOURCES CO		SEE INSTRUMENT
References			
Book/Vlm/Page	Description	Recorded year	
Book/Vlm/Page	Description	Recorded year	
Legal Description\Remarks			
Legal Description\Remarks			
Lot	Block	Subdivision	Plat
Lot	Block	Subdivision	Plat

36376

DEED, CONVEYANCE AND ASSIGNMENT
FROM
TE PRODUCTS PIPELINE COMPANY, LIMITED PARTNERSHIP
TO
LANCER RESOURCES COMPANY

Dated as of July 21, 1992

KNOW ALL MEN BY THESE PRESENTS THAT:

I.

TE PRODUCTS PIPELINE COMPANY, LIMITED PARTNERSHIP, a limited partnership organized and existing under the laws of the State of Delaware, with its principal office in Houston, Texas (hereinafter sometimes called "TEPPCO"), acting by and through its sole general partner TEXAS EASTERN PRODUCTS PIPELINE COMPANY for 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, conveyed and delivered, and by these presents does bargain, sell, transfer, assign, convey and deliver unto LANCER RESOURCES COMPANY, a corporation organized and existing under the laws of the State of Texas, with its principal office located at 1800 Bering Drive, Suite 410, Houston, Harris County, Texas 77057 (hereinafter sometimes called "Lancer"), all of the following described pipeline system and related facilities (commonly known as P-21 pipeline), rights-of-way, easements and permits, leases, and other rights and properties described herein situated in the State of Texas, LESS, SAVE AND EXCEPT TEPPCO's Timpson Station near Timpson, Angelina County, Texas, to-wit:

PIPELINE SYSTEM AND RELATED FACILITIES

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

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 previously attached to the Purchase Agreement as Exhibit A and by this reference made a part hereof.

2. 8" FEEDER LINE FROM LUFKIN TO TEXAS/LOUISIANA STATE LINE

COMMENCING at a point within property formerly owned by Gulf Refining Company in the Vincinti Micheli 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. Massingill in the Goguett Survey, as described by 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 30.8 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 The Brown Brick and Tile 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 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 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 TEPPCO for the construction, laying, maintenance, operation and removal of pipeline facilities in the State of Texas as set forth on Exhibit B attached hereto and by this reference

made a part hereof.

LEASES

All right, title and interest of TEPPCO in, to and under the following described leases, and all amendments thereto and all extensions or renewals thereof, said leases being those executed by the respective lessors, bearing the respective dates, and recorded respectively in the appropriate records of the counties of the State of Texas shown in Exhibit C attached hereto and made a part hereof.

II.

TO HAVE AND TO HOLD all of the above-described assets, rights and properties, together with all and singular the rights, privileges, hereditaments and appurtenances belonging to or in anyway appertaining to any or all of the premises, rights or properties hereinabove described and conveyed, unto the said LANCER RESOURCES COMPANY, its successors and assigns forever; and TE PRODUCTS PIPELINE COMPANY, LIMITED PARTNERSHIP does hereby bind itself and its successors to warrant specially and forever defend the same unto the said LANCER RESOURCES COMPANY, its successors and assigns, against every person whomsoever claiming or to claim the same, or any part thereof by, through or under TE PRODUCTS PIPELINE COMPANY, LIMITED PARTNERSHIP, 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 a current survey or visual inspection would reflect.

III.

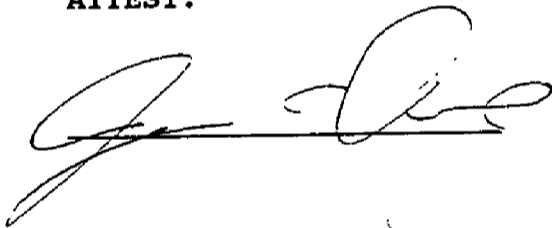
The above described pipeline system and related facilities; rights-of-way, easements and permits; and leases hereby sold, transferred, assigned, conveyed and delivered to Lancer without recourse (even as to the return of the purchase price except as set forth in the Purchase Agreement dated September 18, 1990 between TE Products Pipeline Company, Limited Partnership and Lancer Resources Company), 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 PRECEDING SENTENCE AND IN ADDITION TO ANY DISCLAIMERS SET FORTH IN THE PURCHASE AGREEMENT, TE PRODUCTS PIPELINE COMPANY, LIMITED PARTNERSHIP HEREBY (i) EXPRESSLY DISCLAIMS AND NEGATES ANY REPRESENTATION OR 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 TE

PRODUCTS PIPELINE COMPANY, LIMITED PARTNERSHIP OR ANY OF ITS AFFILIATES ON ANY PATENT OR PROPRIETARY RIGHT OF ANY THIRD PARTY; AND (ii) NEGATES ANY RIGHTS OF LANCER RESOURCES COMPANY UNDER STATUTES OR AT COMMON LAW TO CLAIM DIMINUTION OF CONSIDERATION AND ANY CLAIMS BY LANCER RESOURCES COMPANY FOR DAMAGES BECAUSE OF REDHIBITORY VICES OR DEFECTS, WHETHER KNOWN OR UNKNOWN, IT BEING THE INTENTION OF LANCER RESOURCES COMPANY AND TE PRODUCTS PIPELINE COMPANY, LIMITED PARTNERSHIP THAT THE SUBJECT ASSETS ARE TO BE CONVEYED IN THEIR PRESENT CONDITION AND STATE OF REPAIR OR DISREPAIR.

IN WITNESS WHEREOF, TE PRODUCTS PIPELINE COMPANY, LIMITED PARTNERSHIP has caused these presents to be executed on its behalf and its corporate seal to be affixed by its officers thereunto duly authorized on the date of the acknowledgment annexed hereto, but effective as of 7:00 a.m. on the 21st day of July, 1992, which latter date shall be deemed to be the date hereof.

TE PRODUCTS PIPELINE COMPANY,
LIMITED PARTNERSHIP, acting by
and through its general partner,
TEXAS EASTERN PRODUCTS PIPELINE
COMPANY

ATTEST:



By: D. Hester Cunningham
Title: VP - Operations & Engineering

ATTEST:

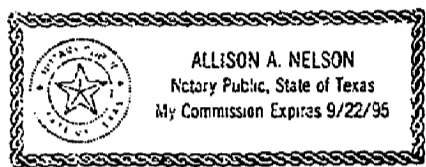
Ray Whitman

LANCER RESOURCES COMPANY
By: [Signature]
Title: PRESIDENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared O. HORTON CUNNINGHAM, of TEXAS EASTERN PRODUCTS PIPELINE COMPANY, a corporation, as general partner of TE Products Pipeline Company, Limited Partnership, known to me to be the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein set forth and as the act and deed of said corporation.

GIVEN under my hand and seal of office, this the 21st day of July, 1992.

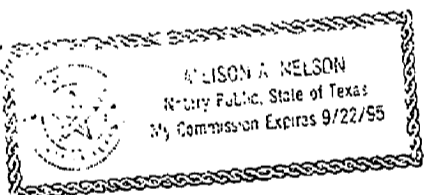


Allison A. Nelson
Notary Public in and for
the State of Texas

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared ROD C. ROBERTS, of LANCER RESOURCES COMPANY, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein set forth and as the act and deed of said corporation.

GIVEN under my hand and seal of office, this the 21st day of July, 1992.



Allison A. Nelson
Notary Public in and for
the State of Texas

EXHIBIT A

Alignment and Profile sheets of the TEPPCO Pipeline have been given to each party. The parties acknowledge that such are a part of the Agreement and constitute Exhibit A to the Agreement.

LANCER RESOURCES COMPANY

By: 

Title: PRESIDENT

TE PRODUCTS PIPELINE COMPANY,
LIMITED PARTNERSHIP, acting by
and through its general partner,
TEXAS EASTERN PRODUCTS PIPELINE
COMPANY

By: 

Title: [unclear]

EXHIBIT B

EXHIBIT: B
Angelina County, Texas

<u>DOC DATE</u>	<u>GRANTOR</u>	<u>GRANTEE</u>	<u>BOOK</u>	<u>PAGE</u>
07/02/10	Bonner, W. H.	Gulf Pipe Line Co.	40	543
07/02/10	Heaton, W. F.	Gulf Pipe Line Co.	30	421
07/02/10	Modisett, M. A., et al.	Gulf Pipe Line Co.	30	100
07/04/10	Modisett, Andy	Gulf Pipe Line Co.	30	43
07/06/10	Calvert, J. L.	Gulf Pipe Line Co.	30	44
02/27/14	Massingill, W. E.	Gulf Pipe Line Co.	35	677
02/27/14	Modisett, J. C., et ux.	Gulf Pipe Line Co.	35	678
02/27/14	Modisett, M. A., et al.	Gulf Pipe Line Co.	35	679
03/04/14	Spears, J. W.	Gulf Pipe Line Co.	35	680
03/27/14	Heaton, W. F., et ux.	Gulf Pipe Line Co.	35	681
04/25/25	Heaton, E. C., et al.	Gulf Pipe Line Co. & Gulf Production Co.	63	157
04/25/25	Massingill, Mrs. W. E.	Gulf Pipe Line Co. & Gulf Production Co.	63	160
04/25/25	Modisett, Mrs. Martha A.	Gulf Pipe Line Co. & Gulf Production Co.	63	159
04/25/25	Spears, J. W.	Gulf Pipe Line Co. & Gulf Production Co.	63	158
04/29/25	Modisett, J. C., et ux.	Gulf Pipe Line Co. & Gulf Production Co.	63	175
06/02/42	Modisett, J. C., 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

EXHIBIT C

NO LEASES

STATE OF TEXAS
COUNTY OF ANGELINA

I hereby certify that this instrument was FILED 51
File Number Sequence on the date and at the time stamped
below by me, and was duly RECORDED, in the Official Public
Records of Angelina County, Texas on



SEP 21 1992
Pauline Grisham
COUNTY CLERK
ANGELINA COUNTY, TEXAS

FILED

AT 10:25 O'CLOCK A.M.

SEP 17 1992

PAULINE GRISHAM, Clerk, County Court
Angelina County, Texas

By *[Signature]* Deputy

DETAILS REPORT

**Note: Report is Sorted in Ascending Order by Office, Recorded Date, Document Number

Doc#	Document Type	Book/Vlm/Page	File Date
252411	DEED		02/03/2009
Street	Street Name	Description	
		V MITCHELL SUR	
Grantors	Grantees	Street	Property Description
LANCER RESOURCES LP , LANCER OIL & GAS RESOURCES LLC GEN PTR	EXPRESS GAS PIPELINE LP , EXPRESS PIPELINE CONNECTION LLC GEN PTR		V MITCHELL SUR
References			
Book/Vlm/Page	Description	Recorded year	
Book/Vlm/Page	Description	Recorded year	
Legal Description\Remarks			
Legal Description\Remarks			
Lot	Block	Subdivision	Plat
Lot	Block	Subdivision	Plat

Angelina County
Jo Ann Chastain
County Clerk
Lufkin, Texas 75901



70 2009 00252411

Instrument Number: 2009-00252411

As
RECORDINGS

Recorded On: February 03, 2009

Parties: LANCER RESOURCES LP

To THE EXPRESS GAS PIPELINE LP

Billable Pages: 8

Number of Pages: 9

Comment: DEED

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

RECORDINGS	44.00
Total Recording:	44.00

***** 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: 2009-00252411

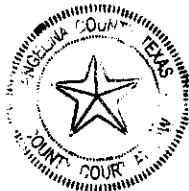
Receipt Number: 157386

Recorded Date/Time: February 03, 2009 09:11:54A

User / Station: L Toll - Cashiering Workstation 1

Record and Return To:

LANCER RESOURCES LP
1301 WEST 25TH STREET SUITE 560
AUSTIN TX 78705-4236



STATE OF TEXAS
COUNTY OF ANGELINA
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Official Records of Angelina County, Texas.

JoAnn Chastain

JoAnn Chastain, County Clerk, Angelina County, Texas

DEED, CONVEYANCE AND ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS THAT:

I.

LANCER RESOURCES, L.P., formerly known as Lancer Resources Company, a limited partnership organized and existing under the laws of the State of Texas, with its principal office at 1301 W. 25th Street, Suite 560, Austin, Texas 78705 (hereinafter sometimes called "Lancer"), acting by and through its sole and general partner LANCER OIL & GAS RESOURCES, LLC for 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 THE EXPRESS GAS PIPELINE, L.P., a limited partnership organized and existing under the laws of the State of Texas, with its principal office at 1301 W. 25th Street, Suite 560, Austin, TX 78705 (hereinafter sometimes called "Express"), acting by and through its general partner, THE EXPRESS PIPELINE CONNECTION, LLC with its principal office at 1301 W. 25th St. Austin, TX 78705, 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 Lancer acquired by Deed, Conveyance and Assignment from TE Products Pipeline Company, Limited Partnership (TEPPCO) to Lancer Resources Company recorded at 889, page 40 of the Official Public Records of Angelina County, Texas; at Volume 824, page 29 of the Real Property Records of Nacogdoches County, Texas; at Volume 1819, page 217 of the Real Property Records of Rusk County, Texas; and at Volume 742, page 72 of the Real Property Records, Shelby County, Texas (collectively herein referred to as the "Lancer Pipeline"); to-wit:

PIPELINE SYSTEM AND RELATED FACILITIES

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

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" FEEDER LINE FROM LUFKIN TO TEXAS/LOUISIANA STATE LINE

COMMENCING at a point formerly owned by Gulf Refining Company 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 30.8 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 The Brown Brick and Title 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 Lancer for the construction, laying, maintenance, operation and removal of pipeline facilities in Shelby, Rusk, Nacogdoches and Angelina Counties, Texas as set forth on Exhibit B 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 THE EXPRESS GAS PIPELINE, L.P., its successors and assigns forever; and LANCER RESOURCES, L.P. does hereby bind itself and its successors to warrant specially and forever defend the same unto said THE EXPRESS GAS PIPELINE, L.P., its successors and assigns, against every person whomsoever claiming or to claim the same, or any part thereof, by, through or under LANCER RESOURCES, L.P., 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.

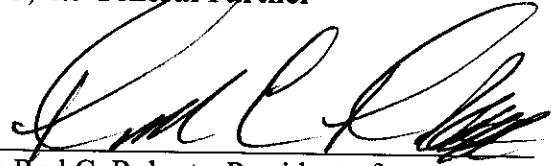
The Lancer Pipeline is hereby sold, transferred, assigned, conveyed and delivered to Express without recourse, and without covenant or warranty of any kind, express, implied, or statutory. WITHOUT LIMITATION OF THE GENERALITY OF THE IMMEDIATELY PRECEDING SENTENCE, LANCER RESOURCES, LP HEREBY

(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 LANCER RESOURCES, L.P. OR ANY OF ITS AFFILIATES ON ANY PATENT OR PROPERTY RIGHT OF ANY THIRD PARTY; AND (ii) NEGATES ANY RIGHTS OF THE EXPRESS GAS PIPELINE, L.P. UNDER STATUTES OR AT COMMON LAW TO CLAIM DIMINUTION OF CONSIDERATION AND ANY CLAIMS BY THE EXPRESS GAS PIPELINE, LLC. FOR DAMAGES BECAUSE OF REDHIBITORY VICES OR DEFECTS, WHETHER KNOWN OR UNKNOWN, IT BEING THE INTENTION OF THE EXPRESS GAS PIPELINE, L.P. AND LANCER RESOURCES, L.P. 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 and is effective the 15th day of January, 2009.

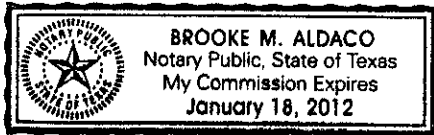
LANCER RESOURCES, L.P., By
LANCER OIL & GAS RESOURCES,
LLC, its General Partner

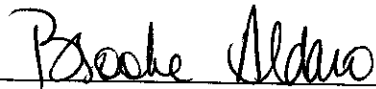


By: Rod C. Roberts, President of
LANCER OIL & GAS RESOURCES, LLC,
general partner of LANCER RESOURCES,
L.P.

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 15 day of
January, 2009, by Rod C. Roberts, the President of LANCER OIL & GAS
RESOURCES, LLC, a Texas limited liability company, the General Partner of LANCER
RESOURCES, L.P. a Texas limited partnership, on behalf of said limited partnership.





Notary Public in and for the State of Texas

**THE EXPRESS GAS PIPELINE,
L.P. By THE EXPRESS PIPELINE
CONNECTION, LLC, its General
Partner**



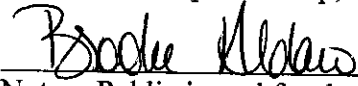
By: By: Rod C. Roberts, President of
THE EXPRESS PIPELINE CONNECTION,
LLC, general partner of THE EXPRESS
GAS PIPELINE, L.P.

STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 15 day of January, 2009, by Rod C. Roberts, the President of THE EXPRESS PIPELINE CONNECTION, LLC, a Texas limited liability company, the General Partner of THE EXPRESS GAS PIPELINE, L.P. a Texas limited partnership, on behalf of said limited partnership.



Notary Public in and for the State of Texas

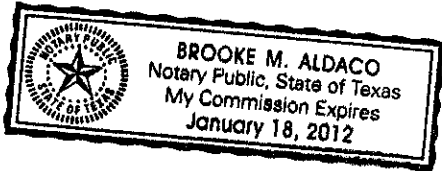
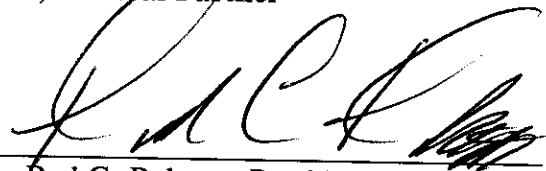


EXHIBIT A

Attached hereto and made a part of that certain
Deed, Conveyance and Assignment, dated January 15, 2009 between
LANCER RESOURCES, L.P. and THE EXPRESS GAS PIPELINE, L.P.

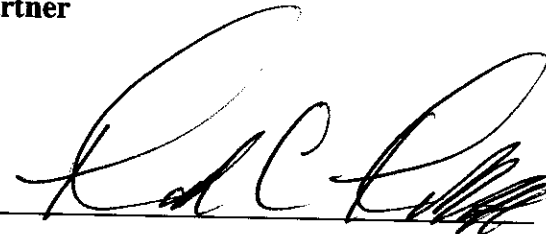
Alignment and Profile sheets of the Lancer Pipeline have been given to each party.
The parties acknowledge that such are a part of the Agreement and constitute Exhibit A
to the Agreement.

**LANCER RESOURCES, L.P., By
LANCER OIL & GAS RESOURCES, its
LLC, General Partner**



By: Rod C. Roberts, President of
Lancer Oil & Gas Resources, LLC general
partner of LANCER RESOURCES, L.P.

**THE EXPRESS GAS PIPELINE, L.P.
By THE EXPRESS PIPELINE
CONNECTION, LLC, its General
Partner**



By: By: Rod C. Roberts, President of
THE EXPRESS PIPELINE
CONNECTION, LLC, general partner of
THE EXPRESS GAS PIPELINE, L.P.

EXHIBIT B

Attached hereto and made a part of that certain
Deed, Conveyance and Assignment, dated January 15, 2009 between
LANCER RESOURCES, L.P. and THE EXPRESS GAS PIPELINE, L.P.

Angelina County, Texas

<u>Date</u>	<u>Grantor</u>	<u>Grantee</u>	<u>Book</u>	<u>Page</u>
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
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07/06/10	J.L. Calvert	Gulf Pipe Line Co.	30	44
02/27/14	W.E. Massingill	Gulf Pipe Line Co.	35	677
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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
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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

DETAILS REPORT

**Note: Report is Sorted in Ascending Order by Office, Recorded Date, Document Number

Doc#	Document Type	Book/Vlm/Page	File Date
252651	COR DEED		02/10/2009
Street	Street Name	Description	
		SEE INSTRUMENT	
Grantors	Grantees	Street	Property Description
LANCER RESOURCES LP , LANCER OIL & GAS RESOURCES LLC GEN PTR	EXPRESS GAS PIPELINE LP , EXPRESS PIPELINE CONNECTION LLC GEN PTR		SEE INSTRUMENT
References			
Book/Vlm/Page	Description	Recorded year	
Book/Vlm/Page	Description	Recorded year	
Legal Description\Remarks			
Legal Description\Remarks			
Lot	Block	Subdivision	Plat
Lot	Block	Subdivision	Plat

Angelina County
Jo Ann Chastain
County Clerk
Lufkin, Texas 75901



70 2009 00252651

Instrument Number: 2009-00252651

As
RECORDINGS

Recorded On: February 10, 2009

Parties: LANCER RESOURCES LP

To THE EXPRESS PIPELINE CONNECTION LLC

Billable Pages: 8

Number of Pages: 9

Comment: CORR DEED

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

RECORDINGS	44.00
Total Recording:	44.00

***** 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.

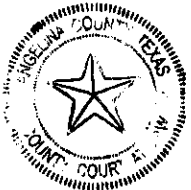
File Information:

Document Number: 2009-00252651
Receipt Number: 158077
Recorded Date/Time: February 10, 2009 02:17:53P

Record and Return To:

LANCER RESOURCES
1301 WEST 25TH ST STE 560
AUSTIN TX 78705

User / Station: K Smith - Cashiering Workstation 1



STATE OF TEXAS
COUNTY OF ANGELINA
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Official Records of Angelina County, Texas.

JoAnn Chastain

JoAnn Chastain, County Clerk, Angelina County, Texas

**CORRECTION
DEED, CONVEYANCE AND ASSIGNMENT**

KNOW ALL MEN BY THESE PRESENTS THAT:

This Correction Deed, Conveyance and Assignment is made to correct the effective date of that certain Deed, Conveyance and Assignment recorded as document number 252411 of the Official Public Records of Angelina County, Texas; at Volume 2995, page 116 of the Real Property Records of Nacogdoches County, Texas; at Volume 2910, page 92 of the Real Property Records of Rusk County, Texas; and as document number 2009000958 of the Real Property Records, Shelby County, Texas.

I.

LANCER RESOURCES, L.P., formerly known as Lancer Resources Company, a limited partnership organized and existing under the laws of the State of Texas, with its principal office at 1301 W. 25th Street, Suite 560, Austin, Texas 78705 (hereinafter sometimes called "Lancer"), acting by and through its sole and general partner LANCER OIL & GAS RESOURCES, LLC for 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 THE EXPRESS GAS PIPELINE, L.P., a limited partnership organized and existing under the laws of the State of Texas, with its principal office at 1301 W. 25th Street, Suite 560, Austin, TX 78705 (hereinafter sometimes called "Express"), acting by and through its general partner, THE EXPRESS PIPELINE CONNECTION, LLC with its principal office at 1301 W. 25th St. Austin, TX 78705, 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 Lancer acquired by Deed, Conveyance and Assignment from TE Products Pipeline Company, Limited Partnership (TEPPCO) to Lancer Resources Company recorded at 889, page 40 of the Official Public Records of Angelina County, Texas; at Volume 824, page 29 of the Real Property Records of Nacogdoches County, Texas; at Volume 1819, page 217 of the Real Property Records of Rusk County, Texas; and at Volume 742, page 72 of the Real Property Records, Shelby County, Texas (collectively herein referred to as the "Lancer Pipeline"); to-wit:

PIPELINE SYSTEM AND RELATED FACILITIES

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

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" FEEDER LINE FROM LUFKIN TO TEXAS/LOUISIANA STATE LINE

COMMENCING at a point formerly owned by Gulf Refining Company 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 30.8 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 The Brown Brick and Title 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;

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RIGHTS-OF-WAY, EASEMENTS AND PERMITS

All rights-of-way, easements, permits, privileges, grants and consents of Lancer for the construction, laying, maintenance, operation and removal of pipeline facilities in Shelby, Rusk, Nacogdoches and Angelina Counties, Texas as set forth on Exhibit B 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 THE EXPRESS GAS PIPELINE, L.P., its successors and assigns forever; and LANCER RESOURCES, L.P. does hereby bind itself and its successors to warrant specially and forever defend the same unto said THE EXPRESS GAS PIPELINE, L.P., its successors and assigns, against every person whomsoever claiming or to claim the same, or any part thereof, by, through or under LANCER RESOURCES, L.P., 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.

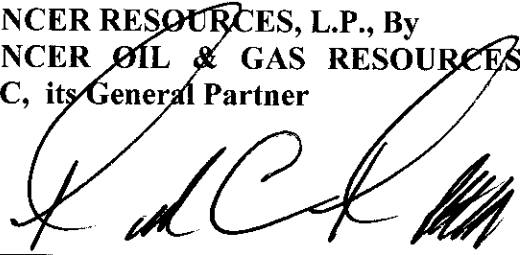
The Lancer Pipeline is hereby sold, transferred, assigned, conveyed and delivered to Express without recourse, and without covenant or warranty of any kind, express, implied, or statutory. WITHOUT LIMITATION OF THE GENERALITY OF THE IMMEDIATELY PRECEEDING SENTENCE, LANCER RESOURCES, LP HEREBY (i) EXPRESSLY 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 LANCER RESOURCES, L.P. OR ANY OF ITS AFFILIATES ON ANY PATENT OR PROPERTY RIGHT OF ANY THIRD PARTY; AND (ii) NEGATES ANY RIGHTS OF THE EXPRESS GAS PIPELINE, L.P. UNDER STATUTES OR AT COMMON LAW TO CLAIM DIMINUTION OF CONSIDERATION AND ANY CLAIMS BY THE EXPRESS GAS PIPELINE, LLC. FOR DAMAGES BECAUSE OF REDHIBITORY VICES OR DEFECTS, WHETHER KNOWN OR UNKNOWN, IT BEING THE INTENTION OF THE EXPRESS GAS PIPELINE, L.P. AND LANCER RESOURCES, L.P. THAT THE SUBJECT ASSETS ARE TO BE CONVEYED IN THEIR PRESENT CONDITION AND STATE OF REPAIR OR DISREPAIR.

IV.

IN WITNESS WHEREOF, this Correction Deed, Conveyance and Assignment is being executed and is effective the 5th day of February, 2009.

[This space is left blank intentionally. Signature pages follow.]

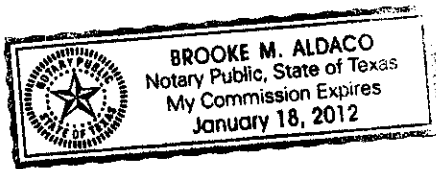
LANCER RESOURCES, L.P., By
LANCER OIL & GAS RESOURCES,
LLC, its General Partner



By: Rod C. Roberts, President of
LANCER OIL & GAS RESOURCES, LLC,
general partner of LANCER RESOURCES,
L.P.

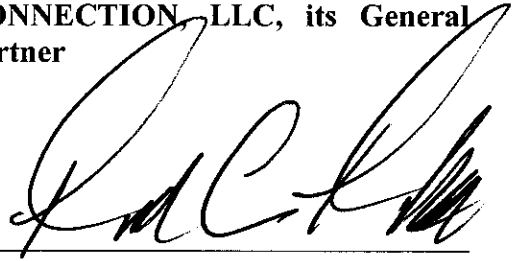
STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 5th day of February, 2009, by Rod C. Roberts, the President of LANCER OIL & GAS RESOURCES, LLC, a Texas limited liability company, the General Partner of LANCER RESOURCES, L.P. a Texas limited partnership, on behalf of said limited partnership.



Brooke Aldaco
Notary Public in and for the State of Texas

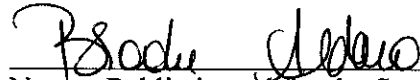
THE EXPRESS GAS PIPELINE,
L.P. By THE EXPRESS PIPELINE
CONNECTION, LLC, its General
Partner



By: By: Rod C. Roberts, President of
THE EXPRESS PIPELINE CONNECTION,
LLC, general partner of THE EXPRESS
GAS PIPELINE, L.P.

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 5th day of February, 2009, by Rod C. Roberts, the President of THE EXPRESS PIPELINE CONNECTION, LLC, a Texas limited liability company, the General Partner of THE EXPRESS GAS PIPELINE, L.P. a Texas limited partnership, on behalf of said limited partnership.


Notary Public in and for the State of Texas

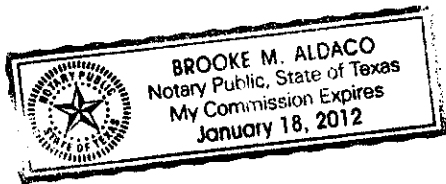


EXHIBIT A

Attached hereto and made a part of that certain
Deed, Conveyance and Assignment, dated February 5, 2009 between
LANCER RESOURCES, L.P. and THE EXPRESS GAS PIPELINE, L.P.

Alignment and Profile sheets of the Lancer Pipeline have been given to each party.
The parties acknowledge that such are a part of the Agreement and constitute Exhibit A
to the Agreement.

**LANCER RESOURCES, L.P., By
LANCER OIL & GAS RESOURCES, its
LLC, General Partner**



By: Rod C. Roberts, President of
Lancer Oil & Gas Resources, LLC general
partner of LANCER RESOURCES, L.P.

**THE EXPRESS GAS PIPELINE, L.P.
By THE EXPRESS PIPELINE
CONNECTION, LLC, its General
Partner**



By: By: Rod C. Roberts, President of
THE EXPRESS PIPELINE
CONNECTION, LLC, general partner of
THE EXPRESS GAS PIPELINE, L.P.

EXHIBIT B

Attached hereto and made a part of that certain
Deed, Conveyance and Assignment, dated February 5, 2009 between
LANCER RESOURCES, L.P. and THE EXPRESS GAS PIPELINE, L.P.

Angelina County, Texas

<u>Date</u>	<u>Grantor</u>	<u>Grantee</u>	<u>Book</u>	<u>Page</u>
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

Exhibit G

RAILROAD COMMISSION OF TEXAS
OVERSIGHT AND SAFETY DIVISION - PIPELINE SAFETY
PIPELINE PERMITTING AND MAPPING SECTION
PERMIT TO OPERATE A PIPELINE IN TEXAS

02/06/2017

Permit Number: 08049
Commodity transported: Natural Gas
Classification: Private

THE EXPRESS GAS PIPELINE, L.P.
Attn: ROD C. ROBERTS
6034 WEST COURTYARD DR.
SUITE 205
AUSTIN, Texas 78730

This is to certify that THE EXPRESS GAS PIPELINE, L.P. has complied with Railroad Commission rule 16 Tex. Admin. Code §3.70 governing pipelines in accordance with Texas Natural Resources Code, §81.051, and is granted this permit by the Commission to operate the following pipeline or pipelines located in the following county or counties:

Angelina, Nacogdoches, Shelby, Rusk

RENEWAL ONLY.

This permit is valid until the earlier of either one year from the date issued OR until there is a material change in the identity of entity owning the pipeline or pipelines; the entity physically operating the pipeline or pipelines; the entity economically operating the pipeline or pipelines; the commodity being transported in the pipeline or pipelines.

RAILROAD COMMISSION OF TEXAS
PROCESSED BY: Patrick Sowell

APPLICATION FOR PERMIT TO OPERATE A PIPELINE IN TEXAS
Natural Gas Pipelines
 (See 16 Texas Administrative Code §3.70)

Form T-4
 Rev. 02/2016

Railroad Commission of Texas
 Oversight and Safety Division
 Pipeline Safety Department
 Permitting/Mapping



Permit Number 08049

ORGANIZATIONAL INFORMATION	
1. Operator Name: The Express Gas Pipeline, L.P.	P-5 No.: 851498
Operator Address: 6034 West Courtyard Dr., Suite 205 Austin, TX 78730	
2. Does the operator identified in Item 1 own the pipeline? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If "No", give name and address of owner	
Owner Name: Owner Address:	
3. Does the operator control the economic operations of the pipeline? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If "No", provide name, address, and P5# of economic operator	
Eco. Operator Name:	P-5 No.:
Eco. Operator Address:	
PIPELINE INFORMATION	
1. Mark the appropriate box for each of the following questions:	
a) New permit? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	New Construction Report Number: <u>NC</u>
b) Renewal for same operator? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
c) Extensions or modifications? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
d) Change in Operator or Ownership? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", submit Form T-4B with this application	
Total Permit Miles: <u>64.970</u> (after all changes)	
2. Mark the appropriate box for each of the following questions:	
a) Are the pipelines covered under this permit: <input type="checkbox"/> Interstate <input checked="" type="checkbox"/> Intrastate	
b) Commodity transported: <input type="checkbox"/> Natural Gas <input type="checkbox"/> Full Gas Well Stream <input checked="" type="checkbox"/> Gas - Other (specify): _____	
c) Does the commodity contain H2S? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes", at what concentration? _____ ppm	
d) Requested Pipeline Classification (Gas Utility or Private Pipeline): <u>private pipeline</u>	
e) Does pipeline use any public highway or road, railroad, public utility easement, or other gas utility right-of-way? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
f) Does the pipeline carry only the gas produced by the operators? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "No", select the activity below: <input type="checkbox"/> Purchased from others <input type="checkbox"/> Owned by others but <input checked="" type="checkbox"/> Both purchased from and transported for others (clear f) <input type="checkbox"/>	
3. Select the purpose being sought for the pipeline.	
<input type="checkbox"/> Transmission <input type="checkbox"/> Gas Lift	<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <p align="center">RECEIVED RRC OF TEXAS</p> <p align="center">JAN 26 2017</p> <p align="center">SAFETY DIVISION AUSTIN, TEXAS</p> </div>
<input checked="" type="checkbox"/> Gathering <input type="checkbox"/> Gas Plant	
<input type="checkbox"/> Gas Injection <input type="checkbox"/> Own Consumption	
<div style="border: 1px solid black; padding: 5px; display: inline-block; width: 25%;"> Basis for Requested Classification </div> Select the basis supporting a requested classification of Private Pipeline. If requesting Gas Utility status select the Not Applicable block below.	
<input type="checkbox"/> This pipeline ONLY handles natural gas produced by the operator (and is not already a Gas Utility due to other operations).	
<input type="checkbox"/> The purpose of this pipeline is solely for the operator's own consumption.	
<input type="checkbox"/> This pipeline is Interstate (gathering).	
<input type="checkbox"/> While this pipeline handles natural gas other than the operator's own production, it meets the standards set forth in Texas Utility Code §121.005 (in-or-within the vicinity of the field where produced, and no condemnation ever used and no Town Border/City Gate deliveries). Attach a Non-Utility Certificate to support a Private Pipeline classification.	
<input type="checkbox"/> Other. Attach a Sworn Statement to support the basis for Private Pipeline status.	
<input type="checkbox"/> Not Applicable. Operator is requesting Gas Utility status.	

APPLICATION FOR PERMIT TO OPERATE A PIPELINE IN TEXAS (cont.)
Natural Gas Pipelines

Maps of Pipeline Indicate below if maps are attached to this application or being submitted concurrently separately.

- An overview map (24" x 24" / 1" = 20 miles or less) Attached Submitted Separately
- Digital shape files for new, added, removed, or transferred pipelines. Attached Submitted Separately

Affirmation When requesting Gas Utility status, the following affirmation must be made.

- The applicant attests that they have read and understand the eminent domain provisions in Texas Property Code, Chapter 21, and the Texas Landowner's Bill of Rights as published by the Office of Attorney General of Texas.

Attached Documentation Indicate below all of the attachments for this application

- Form PS-4B, *New Construction Report*
- Form T-4B, *Pipeline Transfer Certification*
- Non-Utility Certificate
- Overview Map
- Other(s). Brief description of purpose(s): _____

RECEIVED
RRC OF TEXAS
 JAN 26 2017
 SAFETY DIVISION
 AUSTIN TEXAS

PIPELINE CONTACT INFORMATION

Related to the Construction, Operation and Maintenance of the pipeline

Name: Rod C. Roberts	Title: President
Address: 6034 West Courtyard Dr., Suite 205, Austin, Texas 78730	
Phone: (512) 751-7595	Email: rod@lancerresources.com

Related to the Permit Application Packet

Name: Rod C. Roberts	Title: President
Address: 6034 West Courtyard Dr., Suite 205, Austin, Texas 78730	
Phone: (512) 751-7595	Email: rod@lancerresources.com

Related to Mapping / GIS

Name: Rod C. Roberts	Title: President
Address: 6034 West Courtyard Drive, Suite 205, Austin, Texas 78730	
Phone: (512) 751-7595	Email: rod@lancerresources.com

Each pipeline permit must contain at least one System, with at least one Segment. The following page(s) contain System and Segment information related to this permit application.

- If this is an annual renewal with no changes to the required information so indicate below or continue with System and Segment data.
- Annual Renewal with no changes System and Segment information to follow

CERTIFICATE: I declare under penalties in Section 91.143, Texas Natural Resources Code, that I am authorized to file this application, that this application was prepared by me or under my supervision and direction, and that the data and facts stated therein are true, correct, and complete to be the best of my knowledge.

Signature  Title President Date 01/26/2017

Exhibit H

9669

TRACT No. 4A-61
5N-3.1
5N-4
5N-5
5N-6
5N-7
5N-9

RIGHT-OF-WAY AGREEMENT

STATE OF TEXAS §
COUNTY OF ANGELINA §
COUNTY OF NACOGDOCHES §

KNOW ALL MEN BY THESE PRESENTS:

That, for and in consideration of TEN AND NO/100 (10.00) DOLLARS, and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned (hereinafter called Grantor), does hereby GRANT, SELL, and CONVEY to Mustang Pipeline Company, their successors and assigns (hereinafter called Grantee), a right-of-way and easement 50 feet in width to construct one pipeline, and to maintain, operate, repair, replace, and remove said pipeline for the transportation of refined liquefied petroleum gases across, under, and upon the lands of Grantor in the Counties of Angelina and Nacogdoches, State of Texas to wit:

That certain Tract or Parcel of land containing 248.888 acres, more or less, in the Barr & Davenport Survey, A-36, and more particularly described in a certain Warranty Deed from Winston Investments, Inc. to Winston Land & Cattle Company, Inc. dated July 20, 1977, and recorded in Volume 459 at page 567, Deed Records of Angelina County, Texas;

That certain Tract or Parcel of land containing 23.92 acres, more or less, in the Andrew Bermea Survey, A-10, and more particularly described in a certain Warranty Deed from Stephen G. Griffin, et ux, to Winston Land & Cattle Company, Inc. dated October 17, 1996, and recorded in Volume 1041, at page 273 of the Deed Records of Nacogdoches County, Texas;

That certain Tract or Parcel of land containing 3004.86 acres, more or less, in the A. Bermea Survey, A-10, and more particularly described in a certain Warranty Deed from Estate of Simon W. Henderson, Jr., et al, to Winston Land & Cattle Company, Inc. dated February 9, 1996 and recorded in Volume 968 at page 250, Deed Records of Nacogdoches County, Texas;

That certain Tract or Parcel of land containing 318.65 acres, more or less, in the A. Hotchkiss Survey, A-246, the Chas. Hotchkiss Survey, A-275, and the Ben Procella Survey, A-803 and being more particularly described in a Warranty Deed from Jeff B. Badders to Winston Land & Cattle Company, Inc. dated October 8, 1996, and recorded in Volume 1038 at page 161, Deed Records of Nacogdoches County, Texas;

That certain Tract or Parcel of land containing 7.048 acres, more or less, in the Chas Hotchkiss Survey, A-275, and being more particularly described in a Warranty Deed from John R. Winston, Jr. to Winston Land & Cattle Company, Inc. dated November 4, 1996 and recorded in Volume 1046 at page 133, Deed Records of Nacogdoches County, Texas.

See Exhibits "A-1", "A-2", "A-3", "A-4", "A-5" and "A-6" attached hereto and made a part hereof, showing Right-of-Way and temporary work space.

The terms and conditions of the Agreement are as follows:

- 1. It is further understood and agreed that the Grantee shall not construct any buildings or other apparatus above the ground other than test valves, vents and corrosion equipment. The surface shall be left clear of any obstruction that would interfere with cultivation of the land.

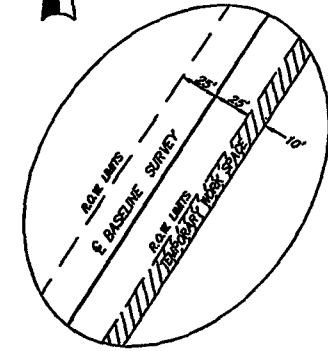
Exhibit H

2. The pipeline shall be buried no less than three (3) feet below the surface of the earth and not less than four (4) feet below the bottom of major drainage ditches and Grantee shall place permanent visible markers on all drainage ditch crossings, roads and fence crossings indicating the location of the pipelines at said crossing.
3. Grantee covenants and agrees to indemnify and forever hold harmless the Grantor, his heirs and assigns, against each and every claim, demand or cause of action that may be made or come against him by reason or in any way arising out of any defect, imperfection, operation, maintenance or construction of said pipelines.
4. Notwithstanding anything herein to the contrary, this right-of-way shall automatically terminate at any time Grantee, its successors or assigns, shall cease for as much as 12 months to use this right-of-way for the purposes provided herein, and Grantee, its heirs and assigns agrees to deliver to Grantor a written release of the right-of-way. Upon such termination, if the presence of said line or facilities interferes with Grantor's use of the property, Grantor shall so notify Grantee which shall remove the same and restore the premises insofar as practicable to the condition in which Grantee received them within one hundred eighty days after receipt of such notice. The failure of Grantee to comply with such request within the time authorized shall result in the forfeiture and Grantor shall be authorized to remove said facilities and line at Grantee's expense, sell the salvaged line and facilities and recover the remaining sums required for such removal, if any, from Grantee.
5. Grantee agrees to pay damages which may arise to crops, trees and fences, in the exercise of any of the rights herein granted to it, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, who shall be licensed real estate appraisers, one thereof to be appointed by the said Grantor, one by the said Grantee, and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive.
6. Grantee will remove the topsoil from the pipeline trench and will segregate said topsoil from the subsoil excavated from the trench. After the pipeline has been installed, the topsoil shall be replaced to its original position relative to the subsoil. Grantee agrees to restore the surface drainage contour on the premises existing prior to installation of said pipeline.
7. The Grantee before cutting fences at each point where same are to be cut, will staunchly cross-brace the two panels, the one immediately on either side of the point of severance, so as to prevent unnecessary sag the remaining portion of such fence or fences. Grantee also agrees that such fences as have been cut will be closed at all times except when construction work underway necessitates an opening therein. Grantee shall place, after the completion of construction, metal gates at each end of the right of way herein granted, each not less than ten feet (10').
8. Employees, agents and contractor's of Grantee shall neither hunt, fish nor carry firearms on the right of way or on the property described above.
9. Grantee agrees promptly to repair all washouts and erosion caused in the exercise of its rights herein granted and to protect all areas in which the topsoil is distributed by the construction, operation, maintenance or repair of the pipeline, including reseedling.
10. Grantee shall clear and keep clear all trees, undergrowth and other obstructions from the herein granted Easement, and Grantor agrees not to build, construct, or create any buildings or other structures on the herein granted Easement that will interfere with the normal operation and maintenance of the pipeline.
11. Grantee agrees that all timber and other obstructions cleared from the right-of-way will be burned or hauled from the right-of-way and will not be placed on Grantor's adjacent lands.
12. Notwithstanding anything contained herein to the contrary, Grantee shall have access in and to the easement herein granted only upon said easement route and shall not have access across lands of the Grantors lying adjacent to the right of way herein granted, Grantee shall be liable for any and all damages caused thereto by itself, its agents, servants, employees, independent contractors and/or employees of independent contractors.
13. Grantee acquires this pipeline Easement and right-of way as a refined liquefied petroleum utility with the right of Eminent Domain empowering Grantee through the right of Condemnation to take this Easement and right-of way. Grantee, its successors or assigns, shall be totally responsible, legally, financially or otherwise, for the use of this pipeline Easement and Right-of Way, and Grantee, its successors or assigns, from any and all damages, fines, judgements, court costs and attorney's fees rendered against, assessed against, or incurred by Grantors as a result of prosecution of claims and/or legal remedies against Grantors by any person, legal entity, governmental entity because of the existence, installation, maintenance, operation or defective conditions of said pipeline, or the escape of dangerous, toxic or hazardous substances from said pipeline, by virtue of or as a result of actions by the Grantee, and none other and this provision shall remain in full force and effect until the Easement and right-of way is finally terminated as hereinbefore defined in Paragraph 4 hereof.

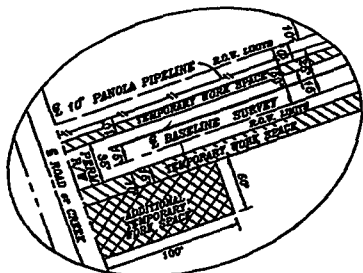
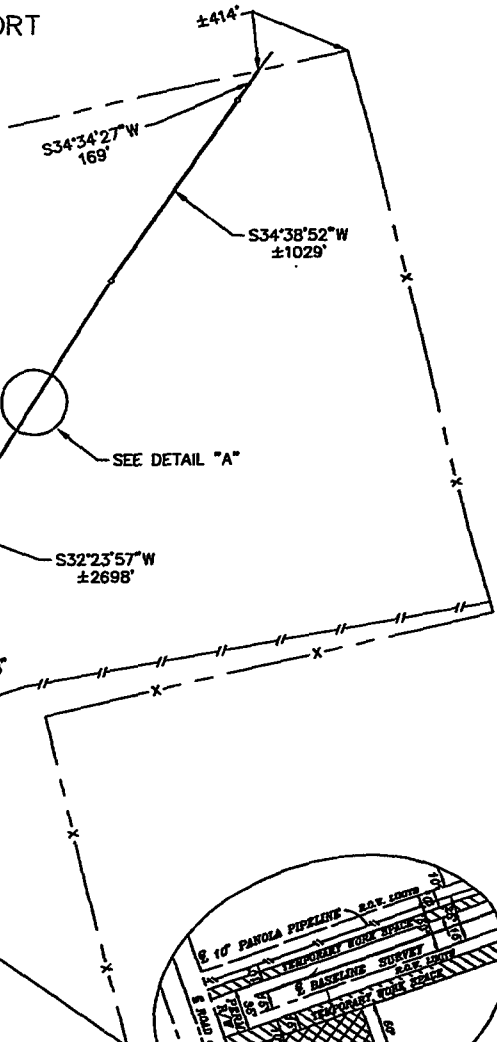
BARR & DAVENPORT SURVEY
 ABSTRACT 36
 TR. NO. 4A-61
 EXHIBIT A-1



BARR & DAVENPORT
 A-4



R.O.W. DETAIL "A"
 N.T.S.



R.O.W. DETAIL "B"
 N.T.S.

TOTAL FOOTAGE = ±3970'
 TOTAL RODDAGE = ±240.6'
 TOTAL PERM. R.O.W. = ±4.53 AC.
 TOTAL TEMP. R.O.W. = ±1.38 AC.
 TOTAL ADD'T TEMP. R.O.W. = ±0.11 AC.

MUSTANG PIPELINE COMPANY
 LONGVIEW, TEXAS

10" MONT BELVIEU TO LONGVIEW PIPELINE CROSSING
 PROPERTY OF:
 WINSTON LAND &
 CATTLE COMPANY

FLUOR DANIEL WILLIAMS BROTHERS

ANGELINA COUNTY, TEXAS

Scale 1"=600'

Date 9-9-98

Drawn by MAC
 Approved XXXXX

4A-61

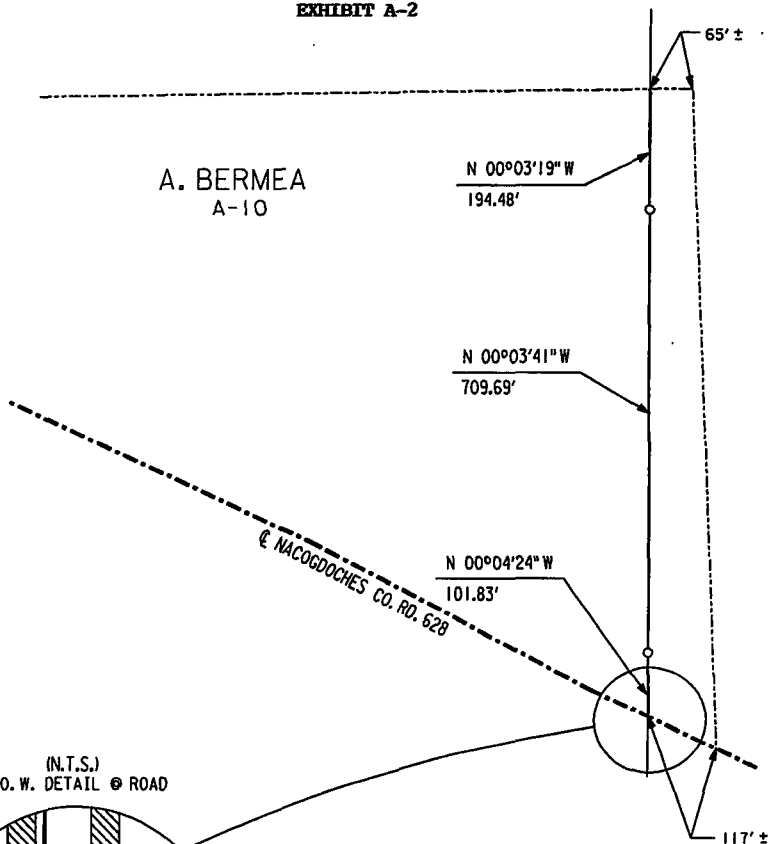
LIFE IS FRAGILE-DESIGN AND BUILD WITH CARE.

A. BERMEA SURVEY
 ABSTRACT 10
 TR. NO. 5N-3.1

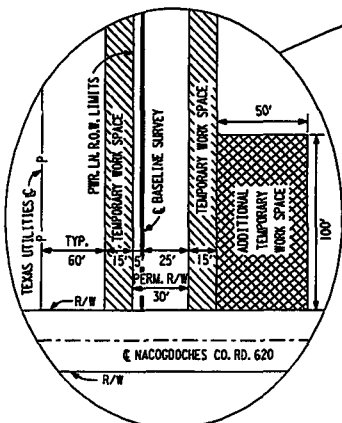
EXHIBIT A-2



A. BERMEA
 A-10



(N.T.S.)
 R. O. W. DETAIL @ ROAD



R. O. W. DETAIL @ COUNTY ROAD
 (N.T.S.)

TOTAL FOOTAGE = 1006'±
TOTAL RODDAGE = 61.0 ±
TOTAL PERM. R.O.W. = 0.69± AC.
TOTAL TEMP. R.O.W. = 0.69± AC.
TOTAL ADD'T. TEMP. R.O.W. = 0.11± AC.

WORKING COPY: *****
 UT: *****
 DATE: *****
 TIME: *****

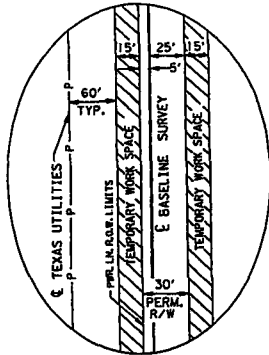
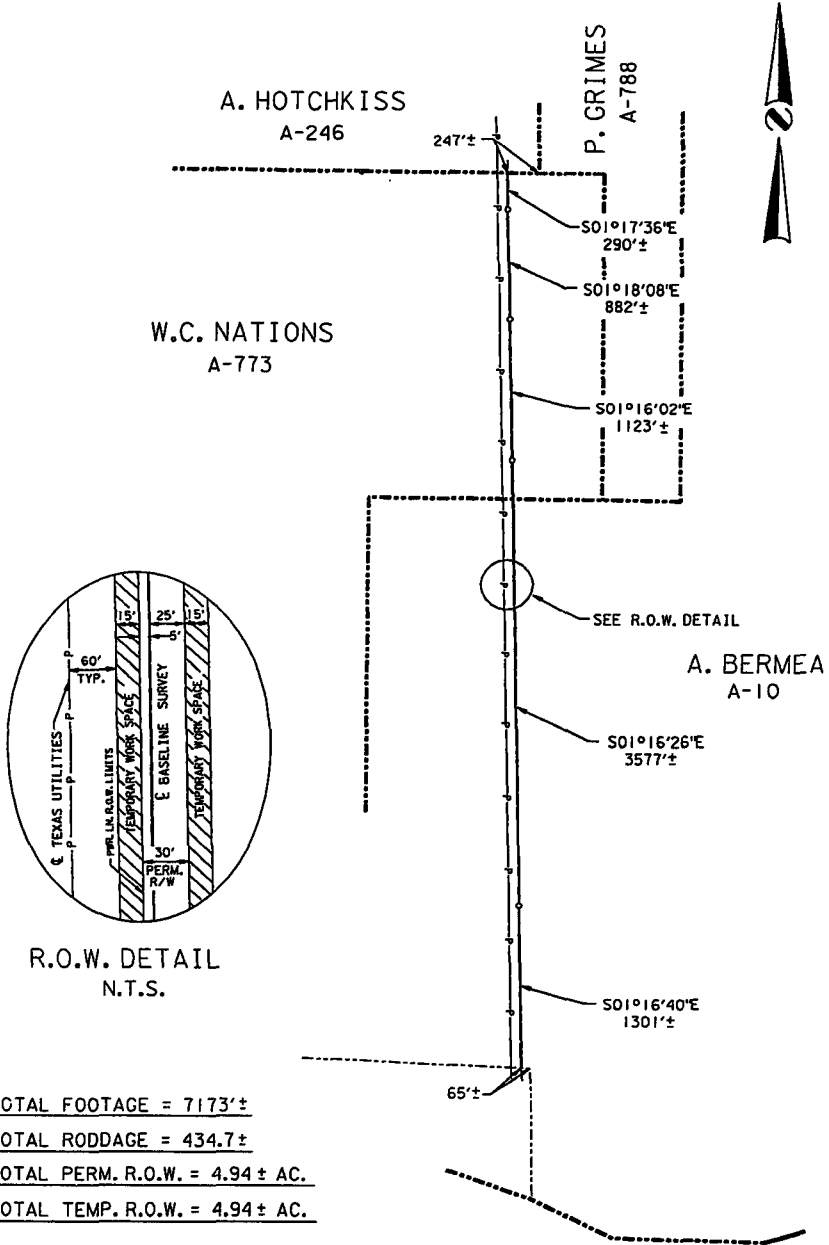
MUSTANG PIPELINE COMPANY LONGVIEW, TEXAS		MONT BELVIEU TO LONGVIEW PIPELINE CROSSING PROPERTY OF WINSTON LAND & CATTLE CO., INC. NACOGDOCHES COUNTY, TEXAS	
FLUOR DANIEL WILLIAMS BROTHERS		Drawn by DDB	Drawing No.
Scale 1" = 200'	Date 11-22-96	Approved	CADD No. 5N-3.1

LIFE IS FRAGILE-DESIGN AND BUILD WITH CARE

A. BERMEA & W.C. NATIONS SURVEYS
 ABSTRACT 10 ABSTRACT 773
 TR. NO. 5N-4

Vol. 1082 PAGE 860

EXHIBIT A-3



R.O.W. DETAIL
N.T.S.

TOTAL FOOTAGE = 7173'±
 TOTAL RODDAGE = 434.7±
 TOTAL PERM. R.O.W. = 4.94± AC.
 TOTAL TEMP. R.O.W. = 4.94± AC.

MUSTANG PIPELINE COMPANY
 LONGVIEW, TEXAS

MONT BELVIEU TO LONGVIEW PIPELINE CROSSING
 PROPERTY OF
WINSTON LAND & CATTLE CO., INC.
 NACOGDOCHES COUNTY, TEXAS



FLUOR DANIEL WILLIAMS BROTHERS

Drawn by **JMS** Drawing No. _____

Scale **1"=1000'**

Date **10-14-96**
11-22-96

Approved _____

CADD No. **5N-4**

LIFE IS FRAGILE-DESIGN AND BUILD WITH CARE

Express H2O000286

A. HOTCHKISS SURVEY
 ABSTRACT 246
 TR. NO. 5N-5

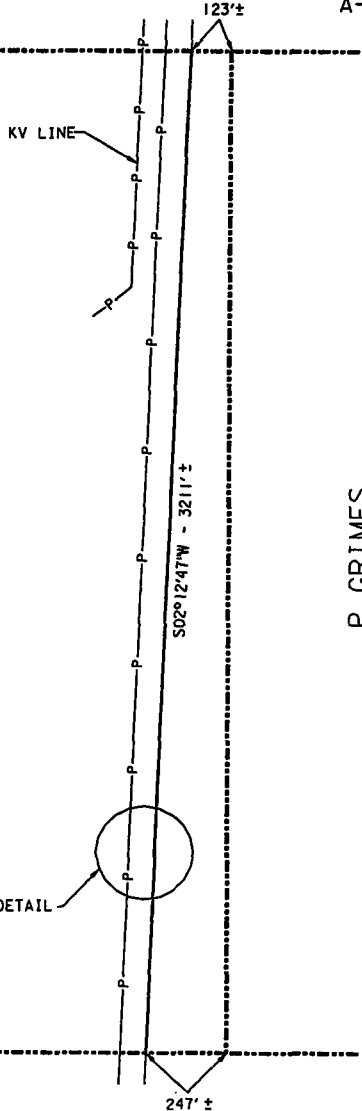
EXHIBIT A-4

JAMES ARCHER
 A-767

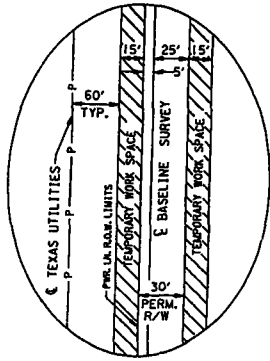
BEN PROCELLA
 A-803



A. HOTCHKISS
 A-246



P. GRIMES
 A-788



R.O.W. DETAIL
 N.T.S.

SEE R.O.W. DETAIL

- TOTAL FOOTAGE = 3211' ±
- TOTAL RODDAGE = 194.6 ±
- TOTAL PERM. R.O.W. = 2.21 ± AC.
- TOTAL TEMP. R.O.W. = 2.21 ± AC.

W.C. NATIONS
 A-773

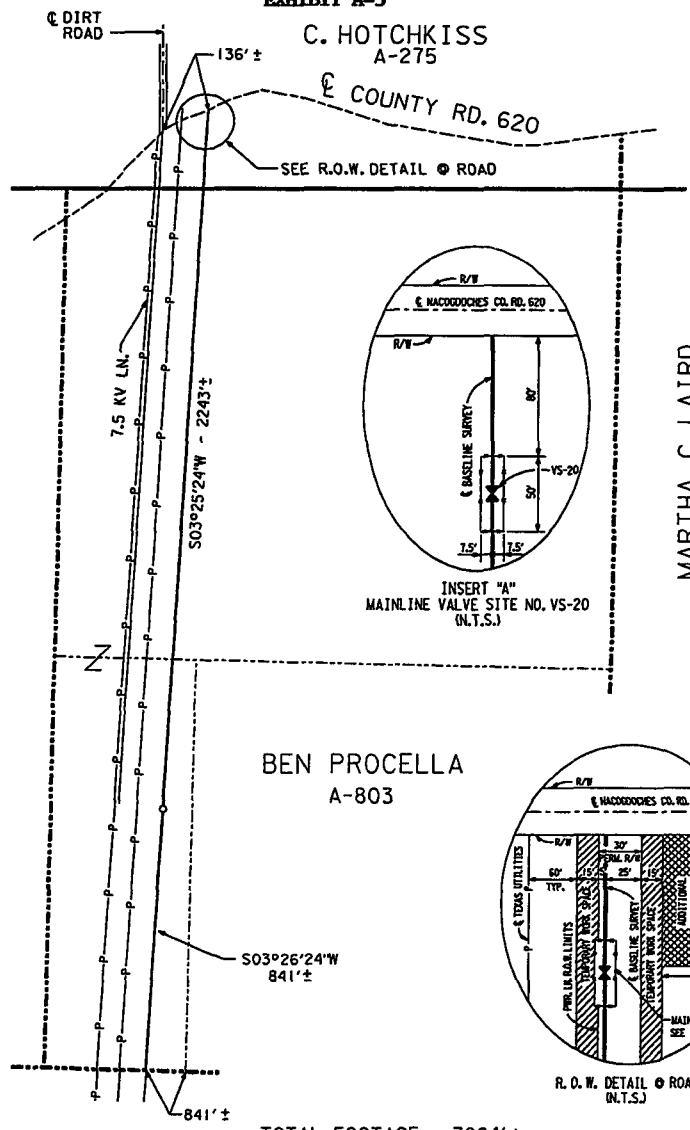
WORKING COPY: *****INSPEC DATE: *****SYSTEM *****USER

MUSTANG PIPELINE COMPANY LONGVIEW, TEXAS		MONT BELVIEU TO LONGVIEW PIPELINE CROSSING PROPERTY OF WINSTON LAND & CATTLE CO., INC. NACOGDOCHES COUNTY, TEXAS	
FLUOR DANIEL WILLIAMS BROTHERS		Drawn by JMS	Drawing No.
Scale 1"=400'	Date 10-07-96 11-21-96	Approved	CADD No. 5N-5

LIFE IS FRAGILE-DESIGN AND BUILD WITH CARE

B. PROCELLA SURVEY
 ABSTRACT 803
 TR. NO. 5N-7

EXHIBIT A-5



JAMES ARCHER
 A-767

MARTHA C. LAIRD
 A-873

BEN PROCELLA
 A-803

A. HOTCHKISS
 A-246

TOTAL FOOTAGE = 3084' ±
 TOTAL RODDAGE = 186.9 ±
 TOTAL PERM. R.O.W. = 2.12 ± AC.
 TOTAL TEMP. R.O.W. = 2.12 ± AC.
 TOTAL ADD'T TEMP. R.O.W. = 0.11 ± AC.

MUSTANG PIPELINE COMPANY
 LONGVIEW, TEXAS

MONT BELVIEU TO LONGVIEW PIPELINE CROSSING
 PROPERTY OF
 WINSTON LAND &
 CATTLE CO., INC.
 NACOGDOCHES COUNTY, TEXAS

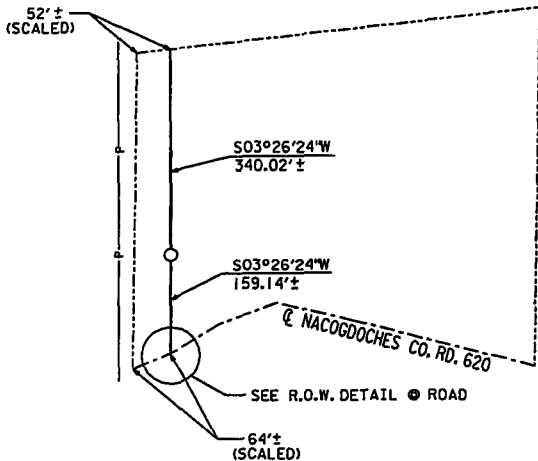
FLUOR DANIEL WILLIAMS BROTHERS

Drawn by JMS	Drawing No.
Approved	CADD No. 5N-7

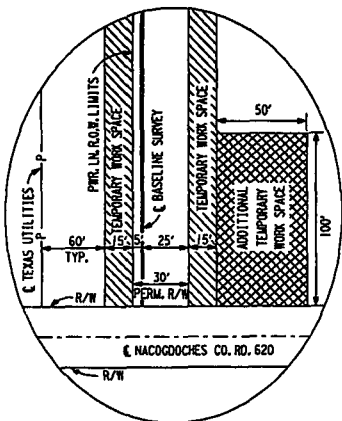
Scale 1"=400'	Date 10-15-96 11-22-96
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LIFE IS FRAGILE-DESIGN AND BUILD WITH CARE

C. HOTCHKISS SURVEY
 ABSTRACT 275
 TR. NO. 5N-9
 EXHIBIT A-6



C. HOTCHKISS
 A-275



TOTAL FOOTAGE = 500'±
TOTAL RODDAGE = 30.3±
TOTAL PERM. R.O.W. = 0.34±AC.
TOTAL TEMP. R.O.W. = 0.34±AC.
TOTAL ADD'T TEMP. R.O.W. = 0.11±AC.

MUSTANG PIPELINE COMPANY
 LONGVIEW, TEXAS

MONT BELVIEU TO LONGVIEW PIPELINE CROSSING
 PROPERTY OF
WINSTON LAND & CATTLE CO., INC.
 NACOGDOCHES COUNTY, TEXAS

 **FLUOR DANIEL WILLIAMS BROTHERS**

Drawn by **DDB** Drawing No.

Scale **1" = 200'** Date **11-22-96**

Approved CADD No. **5N-9**

LIFE IS FRAGILE-DESIGN AND BUILD WITH CARE

FILED
AT 9:57 O/CLOCK a M

NOV 27 1996

JOANN CHIKSTAIN, Clerk, County Court
Angelina County, Texas

By gw Deputy

STATE OF TEXAS
COUNTY OF ANGELINA
I hereby certify that this instrument was FILED IN
the Public Records Office of this County on the
27th day of November, 1996, at 9:57 a.m.
at the time of recording in the
Official Public Records of this County, Texas as
stamped hereon.

REC 1996
ANGELINA COUNTY, TEXAS

FILED
NACOGDOCHES COUNTY
TEXAS

96 DEC 26 AM 11:37

Carol Wilson
COUNTY CLERK

STATE OF TEXAS
COUNTY OF NACOGDOCHES }

I hereby certify that this instrument was FILED on the date and at
the time stamped hereon by me; and was duly RECORDED in the
OFFICIAL PUBLIC RECORDS of Nacogdoches County, Texas as
stamped hereon by me on



DEC 26 1996

Carol Wilson

COUNTY CLERK
NACOGDOCHES COUNTY, TEXAS

84847

2/1/97
Art Miller
MPL

Art Miller

RIGHT-OF-WAY AGREEMENT

Tract No. 4A-70

STATE OF TEXAS }
COUNTY OF Angelina }

For and in consideration of ten dollars and other valuable consideration
Dollars (\$ 10.00) in hand paid the receipt and sufficiency of which is hereby acknowledged,
the undersigned (hereinafter called GRANTOR, whether one or more), does hereby GRANT, BARGAIN, SELL
and CONVEY to Mustang Pipeline Company, a Texas corporation, its successors and assigns (hereinafter called
GRANTEE), a right-of-way and easement 50 feet in width along a route, (the location of the pipeline,
as constructed, to evidence such route), to construct, maintain, operate, repair, alter, replace, change the size of
and remove a pipeline and appurtenant facilities including, but not limited to, rectifiers, test leads and aerial
markers, across, under and upon the lands of GRANTOR in the County of Angelina, State of Texas, to-wit:

**That certain Tract or Parcel of land containing 120.686 acres, more or less, in the Barr & Davenport
Survey, A-4, and being more particularly described in that certain Warranty Deed with Vendor's
Lien from I.D. & Marguerite Farchild Educational, Religious, Charitable, & Civic Foundation to
Marie Stephens, dated January 18, 1996, and recorded in Volume 1042, Page 75, of the Deed of
Records of Angelina County, Texas.
Line location is approximately as shown on plat attached hereto and made a part hereof.**

The GRANTOR represents that the above land (~~is or is not~~) rented to _____ whose
address is _____, on a (cash or crop) basis.

The GRANTEE shall have all of the rights and benefits necessary or convenient for the full enjoyment or
use of the rights herein granted, including, but not limited to, the free right of ingress and egress over and across
said lands to and from said right-of-way and easement, the right to install locked gates in fences that cross said
right-of-way and easement, and the right from time to time to cut all trees, undergrowth and other obstructions,
that may injure, endanger or interfere with the use of said pipeline. GRANTEE may use such portion of the
property along and adjacent to said right-of-way as may be reasonably necessary in connection with the
construction, maintenance, repair, removal, or replacement of its facilities; provided GRANTEE shall be obligated
to pay for all crop and land surface damages as set out below arising out of such use.

The GRANTEE agrees to bury the pipeline below normal plow depth and to pay for any physical damage
to growing crops, timber, fences, or other structural improvements caused by construction, maintenance, operation,
repairing, alteration, replacement or removal of said pipeline and appurtenant facilities. It is understood and
agreed that the consideration herein paid does include payment of the initial, foreseeable construction damages
within the right-of-way and additional temporary work space herein granted. GRANTOR herein agrees not to
change the grade over such pipeline or permit any party other than GRANTEE to change such grade.

TO HAVE AND TO HOLD unto GRANTEE, it's successors and assigns, so long as the rights and
easements herein granted, or any one of them shall be used by, or useful to, GRANTEE for the purposes herein
granted, with ingress to and egress from the premises for the purpose of constructing, inspecting, repairing,
maintaining, replacing and removing the property of GRANTEE.

This agreement shall be binding upon and shall be for the benefit of the heirs, successors, representatives
and assigns of GRANTOR and GRANTEE, whether assigned, devised, or otherwise transferred in whole or in part
by either of the parties hereto, and the agreements herein contained shall be covenants running with the land.

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

IN TESTIMONY WHEREOF, the GRANTORS herein have executed this conveyance this 12th day of August, 1996.

Witnesses:

Marie Stephens
Marie Stephens

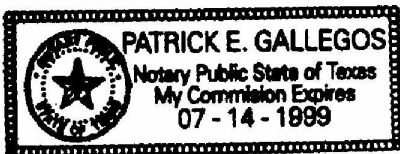
ACKNOWLEDGMENT

STATE OF Texas }
COUNTY OF Angelina }

I, Patrick E. Gallegos, a Notary Public in and for said county, in the state aforesaid do hereby certify that Marie Stephens

_____ personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 12th day of August, 1996.



Patrick E. Gallegos
Notary Public
My Commission Expires

7/14/99

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ }

BEFORE ME, a Notary Public, on this day personally appeared _____

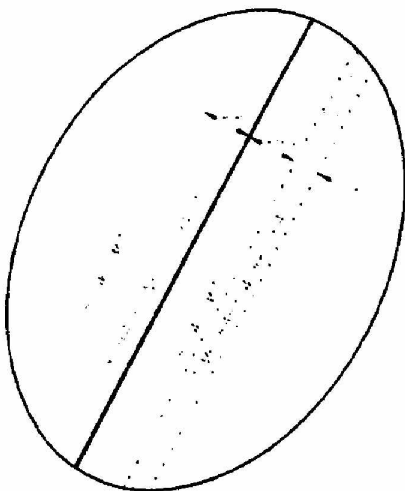
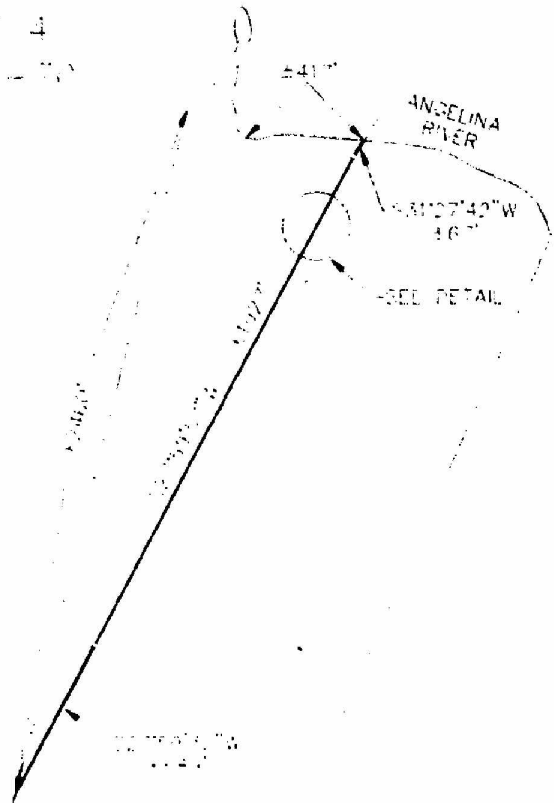
known to me to be the person whose name is subscribed as a witness to the foregoing instrument of writing, and after being duly sworn by me stated on oath that he saw _____ the Grantor(s) who executed the foregoing instrument, subscribed the same for the purposes and consideration therein expressed and that _____ signed the same as a witness at the request of the Grantor(s).

GIVEN UNDER MY HAND AND SEAL OF OFFICE THE _____ day of _____, A.D. 1996.

Notary Public

State of Texas
My Commission expires: _____

BAKER & DAVENPORT SURVEY
 ABSTRACT 4
 TR. NO. 44-70



ROW DETAIL
 N.T.S.

TOTAL DISTANCE ...
 TOTAL ...
 TOTAL ...
 TOTAL ...

...

...
 MARI ...

S FLOOR DAVID WILLIAMS BROTHERS

ANGELINA COUNTY, TEXAS
 ...

4A-70

STATE OF TEXAS
COUNTY OF ANGELINA

I hereby certify that this instrument was FILED in
File Number Sequence on the date and at the time
stamped hereon by me, and was duly RECORDED, in the
Official Public Records of Angelina County, Texas on



OCT 10 1996
Jo Ann Phelan
COUNTY CLERK
ANGELINA COUNTY, TEXAS

130 W

OCT 3 1996

MA

Exhibit I

3900

257

The State of Texas



Austin, Texas

97 JAN 15 11:28:28

Carol Wilson
De

MISCELLANEOUS EASEMENT
ME 970024

TEXAS PARKS & WILDLIFE DEPARTMENT
EASEMENT ON STATE PARKS LAND

COUNTY CLERK
NACOGDOCHES COUNTY, TEXAS

Carol Wilson

JAN 15 1997

STATE OF TEXAS
COUNTY OF NACOGDOCHES }
I hereby certify that this instrument was FILED on the date and at the time stamped herein by me, and was duly RECORDED in the OFFICIAL PUBLIC RECORDS of Nacogdoches County, Texas as stamped herein by me on

STATE OF TEXAS

§

KNOW ALL BY THESE PRESENTS:

COUNTY OF NACOGDOCHES

§

§

This Miscellaneous Easement (the "Easement") is granted by virtue of the authority granted by Section 34.064, et seq., TEXAS NATURAL RESOURCES CODE (Vernon Supp. 1997), pursuant to Title 31, Chapter 201.14, TEXAS ADMINISTRATIVE CODE, and subject to all other applicable rules and regulations promulgated from time to time pursuant thereto and to all other applicable statutes, as amended 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 is hereby acknowledged, the STATE OF TEXAS, hereinafter called GRANTOR, acting by and through Garry Mauro, Commissioner of the General Land Office and Chairman of the Texas Parks & Wildlife Board for Lease, does hereby grant unto MUSTANG PIPELINE COMPANY, hereinafter called GRANTEE, whose address is P. O. BOX 7444, LONGVIEW, TEXAS 75607-7444, Telephone No. (903) 237-5160, an easement for one (1) 10.75-inch pipeline for the purpose of transporting refined petroleum products (the "Pipeline"), on and across public land located in the Alazan Bayou Wildlife Management Area, Nacogdoches County, Texas, as more particularly described hereinbelow and as shown on Exhibits A and B, attached hereto and incorporated herein by this reference:

A non-exclusive right-of-way, being thirty-five feet (35') wide and 642.40 rods long and being seventeen and one-half feet (17.5') either side of the Pipeline (as installed/constructed), along, over, across, or under that certain tract of land owned by the Grantor and known or designated as the Alazan Bayou Wildlife Management Area (the "Property").

1.02. GRANTEE has inspected the physical and topographic condition of the Property and accepts the same "as is", in its existing condition. GRANTOR disclaims any and all warranties of fitness for any purpose contemplated herein and any other warranty, express or implied, not expressly set forth herein.

ARTICLE II. TERM

2.01. This Easement is for a term of ten (10) years, beginning upon final execution hereof, unless renewed or sooner terminated as provided herein.

ARTICLE III. CONSIDERATION

3.01. As consideration for this grant, GRANTEE agrees to provide to GRANTOR, annually, in-kind goods and services valued at Six Thousand Four Hundred Twenty-four and No/100 Dollars (\$6,424.00), as determined by the Texas Parks and Wildlife Department, for purposes of maintenance and improvements to the Alazan Bayou Wildlife Management Area.

3.02. The abovesaid payments and any others due to GRANTOR hereunder shall be paid to the Texas General Land Office, 1700 N. Congress Ave., Austin, TX 78701, or at such other address as GRANTOR may designate pursuant to the provisions of Article IX below.

3.03. In addition to the above, GRANTEE shall pay and discharge any and all taxes, general and special assessments, and other charges which may be levied on or assessed against the Property, the Pipeline, and any other improvements constructed thereon on account of GRANTEE's use of the Property. GRANTEE shall pay such taxes, charges, and assessments not less than 15 days prior to the date of delinquency thereof directly to the authority or official charged with the collection thereof.

3.04. 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 proceeding 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.

3.05. All sums provided to be paid hereunder by GRANTEE shall be due and payable without demand or notice by GRANTOR. Past due payments to GRANTOR shall bear simple interest from maturity at the rate of 10% per annum until paid. Failure of GRANTEE to make any payment when due shall entitle GRANTOR to exercise the rights provided in Section 7.01.

ARTICLE IV. USE

4.01 GRANTEE and GRANTEE's contractors and subcontractors shall have the right to use the Property, together with a right of ingress and egress, solely to install, construct, erect, maintain, operate, and repair the Pipeline on and across the subject property for purposes of transporting refined petroleum products and for mitigation purposes as otherwise specified herein.

4.02. GRANTEE shall not use the Property for any other purpose without first obtaining written consent of GRANTOR, which consent shall be granted or withheld in GRANTOR's sole discretion.

4.03. GRANTOR, its agents, representatives and employees shall have the right to enter upon the Property 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 Property for any purpose not inconsistent with this Easement.

4.04. a. GRANTEE IS EXPRESSLY PLACED ON NOTICE OF THE NATIONAL HISTORICAL PRESERVATION ACT OF 1966, (PB-89-66, 80 STATUTE 915; 16 U.S.C.A. §470) AND THE ANTIQUITIES CODE OF TEXAS, CHAPTER 191, TEX. NAT. RES. CODE ANN. (VERNON 1996 SUPP.). BEFORE BREAKING GROUND AT THE PROPERTY, GRANTEE SHALL NOTIFY THE TEXAS HISTORICAL COMMISSION, P.O. BOX 12276, AUSTIN, TEXAS 78711,. AN ARCHEOLOGICAL SURVEY MIGHT BE REQUIRED BY THE COMMISSION BEFORE CONSTRUCTION/INSTALLATION OF THE PIPELINE CAN COMMENCE. FURTHER, IN THE EVENT THAT ANY SITE, OBJECT, LOCATION, ARTIFACT OR OTHER FEATURE OF ARCHEOLOGICAL, SCIENTIFIC, EDUCATIONAL, CULTURAL OR HISTORIC INTEREST IS ENCOUNTERED DURING THE ACTIVITIES AUTHORIZED BY THIS EASEMENT, GRANTEE WILL IMMEDIATELY CEASE SUCH ACTIVITIES AND WILL IMMEDIATELY NOTIFY GRANTOR AND THE TEXAS HISTORICAL COMMISSION SO THAT ADEQUATE MEASURES MAY BE UNDERTAKEN TO PROTECT OR RECOVER SUCH DISCOVERIES OR FINDINGS, AS APPROPRIATE.

b. Grantee must obtain archeological clearance from the Texas Historical Commission prior to commencement of construction/installation of the Pipeline. Such clearance shall include (but is not limited to) rights-of-way for road construction and any other proposed activity sites. Archeological clearance must be site-specific and shall not be construed to authorize any other or additional use of the Property or adjacent property. Two complete copies of all documentation, survey information, reports, USGS 7.5 minute topographical maps and all other information relating to the archeological clearance, as applicable, shall be provided to the Area Manager prior to commencement of construction/installation of the Pipeline.

4.05. GRANTEE shall not assign or sublease the Property or the rights granted herein, in whole or part, to any third party for any purpose without the prior written consent of GRANTOR.

ARTICLE V. CONSTRUCTION

5.01. Subject to the terms and conditions set forth herein and in the Mitigation Program and Conditions attached hereto as Exhibit C and incorporated herein by reference, GRANTEE shall have the right to install, construct, erect, maintain,

operate, and repair the Pipeline on the Property in a manner consistent with the subject grant. The location of the Pipeline within the Property is more particularly described or depicted on Exhibit B, attached hereto and incorporated for all purposes by this reference.

5.02. When the Pipeline is fixed in place, the location of the easement shall become fixed in relation to the Pipeline and the course and location of the easement shall not be changed without the prior written consent of the GRANITOR and any other governmental agency having jurisdiction over the same.

5.03. In accomplishing the installation and construction of the Pipeline, GRANTEE agrees to comply with the terms, conditions and requirements of the terms, special conditions and construction measures set forth in Exhibit C, and with the following general conditions:

a. GRANTEE shall install the Pipeline in a manner that results in the least possible surface disturbance and the least possible removal of natural vegetation; provided, however, GRANITOR may grant a waiver of this requirement if deemed, in its sole discretion, to be in the best interest of the State.

b. Except as otherwise authorized by the Alazan Bayou Wildlife Management Area Manager (the "Area Manager"), GRANTEE shall limit clearing of natural vegetation to only a line of sight clearing and that which: (i) poses a hazard or hindrance to construction and (ii) is within the boundaries of the Property.

c. GRANTEE shall dispose of brush and other materials cleared from the Property by methods such as sale, removal from the Property and the Alazan Bayou Wildlife Management Area, or on-site stacking, or piling of brush for wildlife cover instead of by burning.

d. GRANTEE shall leave a screen of natural vegetation where the easement crosses or is visible from a highway or roadway.

e. GRANTEE shall exercise reasonable care during construction/installation of the Pipeline so as to cause the least amount of disturbance to the natural features of the Alazan Bayou Wildlife Management Area and shall re-vegetate disturbed areas, install erosion control structures, and mitigate and repair surface damages resulting from activities authorized hereunder in a manner satisfactory to GRANITOR or GRANITOR'S designated representative.

f. GRANTEE shall repair or replace, within a reasonable time, any fence, bridge, building, or other structure, other than GRANTEE'S own structures, damaged or destroyed by GRANTEE'S construction or maintenance activities.

5.04. GRANTEE shall provide written notice to any contractor performing work or services related to this Easement of all general and special conditions applicable to such work or services and shall provide GRANITOR with a copy of such

notice. Further, GRANTEE shall be liable for any action of such contractor not consistent with the provisions of this Easement.

5.05. GRANTEE shall provide written notice to the Area Manager of planned construction and/or repairs contemplated hereunder at least 48 hours in advance of the initiation of such activity so that GRANTOR's field inspectors may arrange to be present, if desired.

5.06. Upon completion of construction/installation of the Pipeline, GRANTEE shall notify GRANTOR in writing, by certified mail, that all construction work has been completed. Within 30 days after receipt of the said notice, GRANTOR may inspect the Pipeline and the Property and may require any additional work as may appear to GRANTOR to be necessary to conform with the terms and provisions of this Easement.

ARTICLE VI. OPERATION AND MAINTENANCE

6.01. Subject to the terms and conditions set forth herein, GRANTEE shall have the right to operate, maintain, inspect, replace, rebuild, and repair the Pipeline on the Property.

6.02. GRANTEE shall use the highest degree of care and all appropriate safeguards to prevent pollution of air, ground, and water in and around the subject property and shall comply with all applicable rules and regulations of the Texas Parks & Wildlife Department and other such agencies for the protection and preservation of public lands and waters. In the event of an incident that results or may result in pollution of the Property or adjacent property, GRANTEE shall use all reasonable measures available to recapture any pollutants which have escaped or may escape.

6.03. In the event of a blow out, a significant leak in the Pipeline or other emergency, GRANTEE shall stop operation at once, give immediate notice of such event to GRANTOR and take immediate remedial action.

6.04. GRANTEE shall be fully liable and responsible for any damage, of any nature, arising or resulting from its own acts or omissions related to its exercise of the rights granted herein. GRANTEE specifically assumes full responsibility and liability for any damages to the Alazan Bayou Wildlife Management Area, or any of improvements located thereon, that result (or are alleged to have resulted) from any malfunction of GRANTEE's facilities or equipment (including, without limitation, the Pipeline) during the term of this Easement. GRANTEE agrees to replace or repair such improvements or correct such damage to the satisfaction of GRANTOR, or, at GRANTOR's option, to compensate GRANTOR for such damage in an amount necessary to repair or replace such improvements or to repair such damage.

6.05. EXCEPT AS TO ONLY INJURY, DEATH OR PROPERTY DAMAGE PROXIMATELY CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF GRANTOR, FOR WHICH GRANTOR IS LEGALLY LIABLE, GRANTEE AGREES TO INDEMNIFY AND HOLD GRANTOR AND GRANTOR'S OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM ANY AND ALL LOSSES, CLAIMS, SUITS, ACTIONS, DAMAGES AND LIABILITY WHATSOEVER, INCLUDING STRICT LIABILITY CLAIMS, (INCLUDING COSTS AND EXPENSES OF DEFENDING AGAINST ALL OF THE AFORESAID) ARISING

(OR ALLEGED TO ARISE) FROM ANY ACT OR OMISSION OF ANY PERSON, INCLUDING, WITHOUT LIMITATION, GRANTEE OR GRANTEE'S AGENTS, EMPLOYEES, ASSIGNEES, SUBLESSEES, LICENSEES, CONCESSIONAIRES, CONTRACTORS, CUSTOMERS OR INVITEES, RESULTING (OR ALLEGED TO RESULT) IN ANY VIOLATION OF LAW, OR ANY INJURY TO OR DEATH OF ANY PERSON OR PERSONS OR ANY LOSS OR THEFT OF, DAMAGE TO OR DESTRUCTION OF THE PROPERTY OF ANY PERSON OR PERSONS, SUCH ACT OR OMISSION OCCURRING IN, ABOUT, OR OTHERWISE WITH RESPECT TO THE PROPERTY DURING THE TERM OF THIS EASEMENT (INCLUDING ANY EXTENSIONS AND/OR PERIOD GRANTEE HOLDS OVER AND CONTINUES IN POSSESSION OF THE PROPERTY). THE PROVISIONS OF THIS SECTION SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS EASEMENT.

6.06. GRANTEE shall remove the Pipeline and any other personal property, structures, and other man-made improvements from the Property within one hundred twenty (120) days from the date of termination hereof unless a longer period of time is clearly required in order for Grantee to comply with the mitigation requirements of this Easement; provided, however, GRANTEE may grant a waiver of this requirement if deemed in its discretion to be in the best interests of the State. Further, upon termination, GRANTEE shall take whatever measures are necessary to restore the Property as nearly as practicable to the condition in which it existed prior to GRANTEE'S entry thereon.

ARTICLE VII. DEFAULT AND TERMINATION

7.01. In the event GRANTEE fails to make any payment due hereunder or is in breach of any term or condition hereof, GRANTEE shall have the right, at its option and its sole discretion, to terminate this Easement and all rights inuring to GRANTEE herein by sending written notice of such termination to GRANTEE as provided in Article IX. This Easement shall terminate upon the expiration of ten (10) days after completion of the said notice requirement and all rights granted herein to GRANTEE shall revert to GRANTEE; provided, however, in the event GRANTEE pays or tenders any delinquent payment or cures its default within the time period above, this Easement shall not terminate and shall continue in full force and effect. Termination shall not prejudice the rights of GRANTEE to collect any payments due or to seek recovery on any claim arising hereunder. To further secure such payment, GRANTEE shall have and retain a lien on and against any personal property of GRANTEE located on the Property.

7.02. In addition to the foregoing, each of the following acts by GRANTEE shall constitute an event of default hereunder:

- a. Abandonment or vacating of the Property or any significant part thereof.
- b. Bankruptcy, insolvency or other such act resulting in appointment of a receiver, liquidator, custodian, or other such fiduciary charged with liquidating or winding-up of GRANTEE'S affairs.
- c. Refusal to timely perform or fulfill any covenant, duty, or obligation hereunder within thirty (30) days following written notice or demand from GRANTEE to do so. Such notice or demand shall be given by certified mail as provided in Section 9.02 below.

ARTICLE VIII. RESERVATIONS

8.01. 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 Property and to all geothermal resources.

8.02. Subject to the terms and conditions set forth in Exhibit C, GRANTEE may drill or establish water wells on the Property in accordance with local, state, and federal rules and regulations; provided, however, upon termination of this Easement, GRANTOR reserves and shall have the right to utilize such water wells. Water lines shall be laid on the surface and follow existing roads and clearing.

ARTICLE IX. NOTICE

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

GRANTOR:

Texas Parks & Wildlife Dept.
Attn: John C. Foshee
4200 Smith School Road
Austin, Texas 78744-3992

GRANTEE:

Mustang Pipeline Company
Attn: Ray L. Ratheal
P. O. Box 7444
Longview, Texas 75607-7444

With copy to: General Land Office
Attn: Asset Management Division
S. F. Austin Building
1700 N. Congress Avenue
Austin, Texas 78701-1496

9.02. 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.

9.03. 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 evidence 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 X. ENTIRE AGREEMENT

10.01. This instrument, including Exhibits A, B and C, constitutes the entire agreement between GRANTOR and GRANTEE and no prior written or prior or contemporaneous oral promises or representations shall be binding.

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

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

10.04. GRANTEE shall record this Easement or a memorandum thereof in the Nacogdoches County real property records. Should GRANTEE fail to do so, GRANTOR may cause this Easement to be recorded, at GRANTEE's expense, and to have the cost thereof reimbursed upon advising GRANTEE of such cost.

IN TESTIMONY WHEREOF, witness our hands and the seal of the Texas General Land Office this the 7th day of January, 1996. c 2

GRANTOR:

GRANTEE:

THE STATE OF TEXAS

MUSTANG PIPELINE COMPANY

By Garry Mauro
GARRY MAURO, Commissioner
Texas General Land Office
and Chairman, Texas Parks and
Wildlife Board for Lease

By Ray Ratheal
Its Authorized Representative

STATE OF TEXAS §
§
COUNTY OF Harrison §

APPROVED:
Contents: AK
Deputy Comm. _____
Sr Deputy SR
Executive _____

This instrument was acknowledged before me on this 23rd day of December, 1996, by Ray Ratheal, the Authorized Representative of Mustang Pipeline Company, on behalf of the said company.

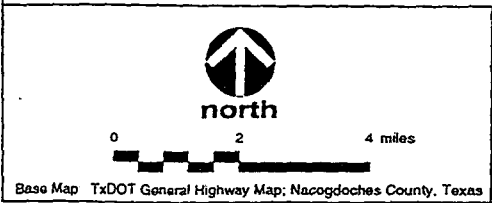
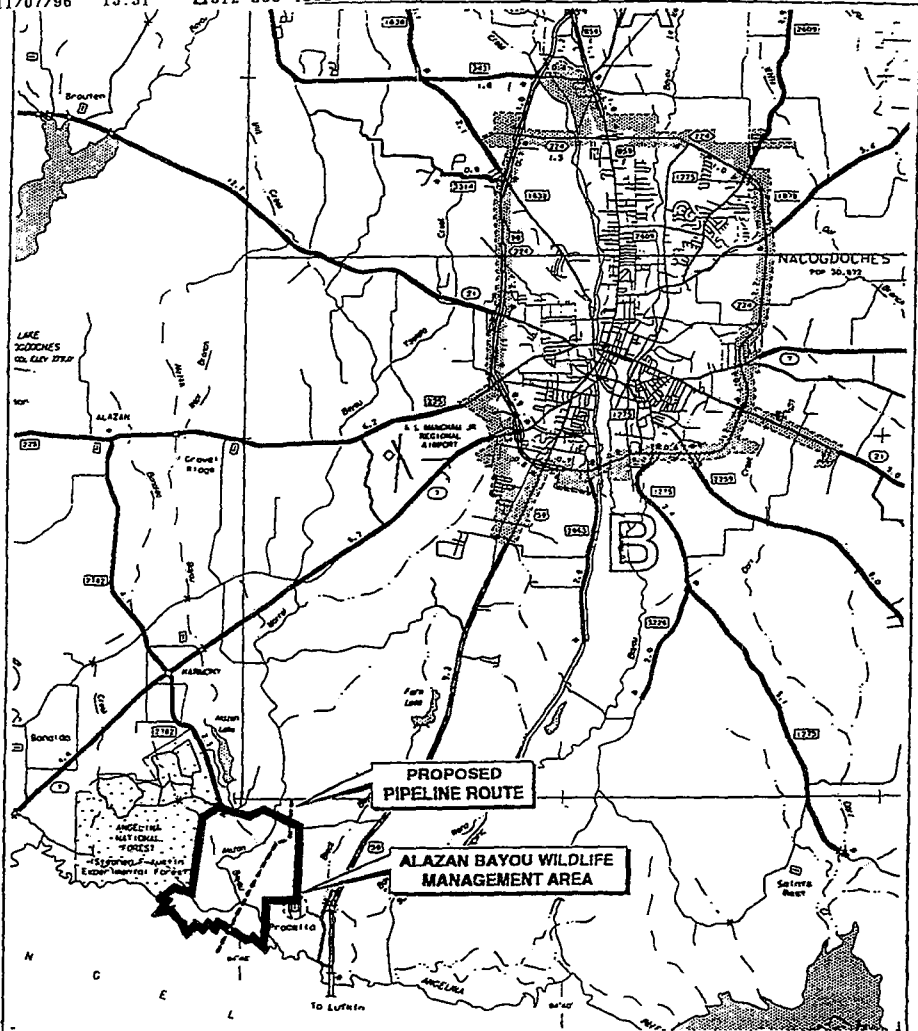
Jody Tyler
Notary Public, State of Texas
My commission expires:



11/07/96 15:31 512 389 4398

TPWD WILDLIFE

002/008

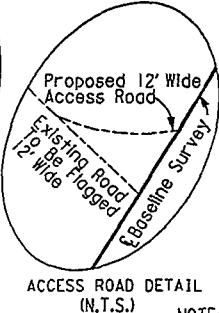
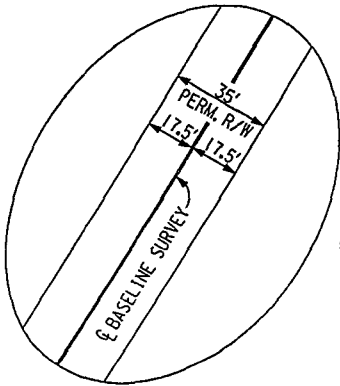
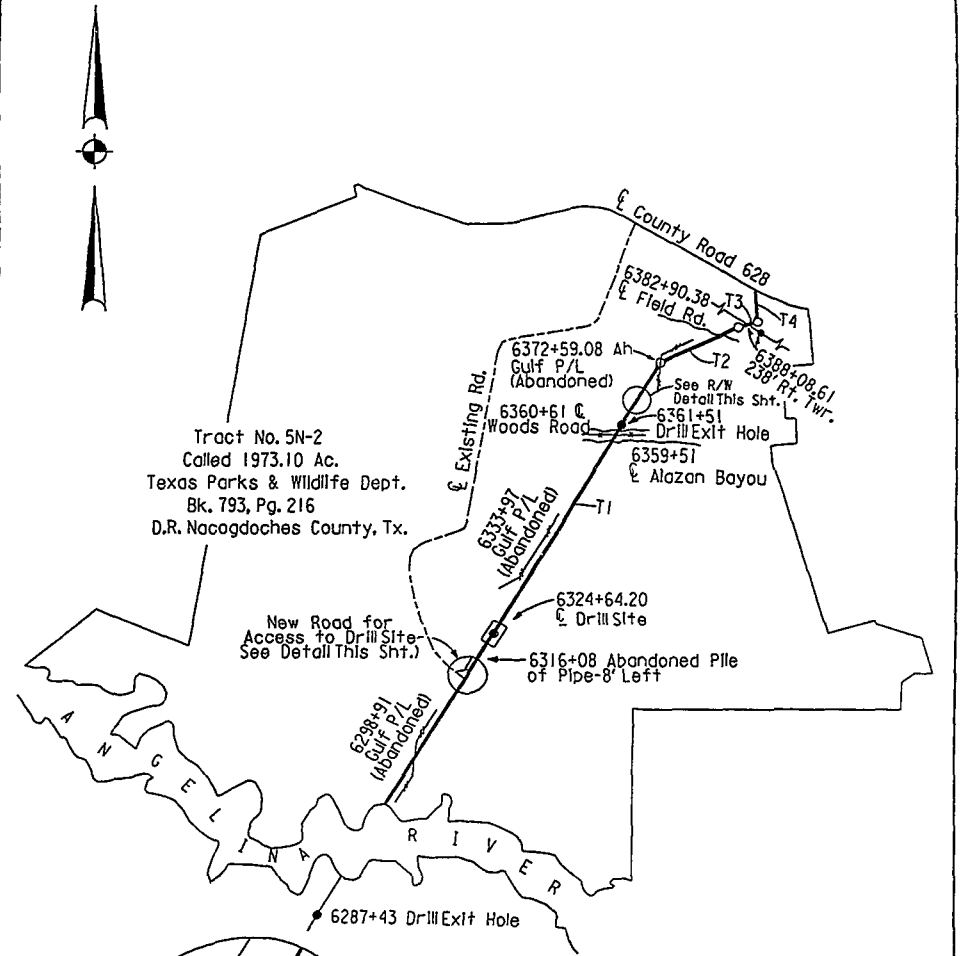


EHA Espey, Huston & Associates, Inc.
Engineering & Environmental Consultants

Figure 1
GENERAL LOCATION OF THE
PROPOSED 10-INCH MUSTANG PIPELINE
COMPANY PIPELINE
NACODOCHES COUNTY, TEXAS

NORTH

TRACT NO. 5N-2



TANGENT	BEARING	LENGTH
T1	N 30°30'05"E	8282.75'
T2	N 64°34'35"E	1322.28'
T3	N 72°48'30"E	313.43'
T4	N 03°10'22"W	802.21'

TOTAL FOOTAGE = 10720.67'
TOTAL RODDAGE = 649.74
TOTAL PERM. R.O.W. = 8.61 AC.
TOTAL TEMP. R.O.W. = 6.15 AC.

NOTE: Acreage shown hereon furnished by others. This is not a boundary survey. The bearing base of this plat is assumed.

MUSTANG PIPELINE COMPANY
LONGVIEW, TEXAS

MONT BELVIEU TO LONGVIEW PIPELINE
CROSSING PROPERTY OF
**ALAZAN BAYOU NATIONAL
WILDLIFE MANAGEMENT AREA**
NACOGDOCHES COUNTY, TEXAS

FLUOR DANIEL WILLIAMS BROTHERS

Drawn by DLH
Drawing No. SHEET 1 OF 2
95-8-1C-1372
Approved
CADD No. X0103216

Scale 1" = 2000'
Date 9-24-96

WORKING COPY: *****USER DATE: *****SYSTEME

LIFE IS FRAGILE-DESIGN AND BUILD WITH CARE

Express H2O000300

MITIGATION PROGRAM AND CONDITIONS

This Exhibit is attached to and made a part of that Miscellaneous Easement, ME970024, executed by and between the State of Texas, acting by and through Garry Mauro, Commissioner of the General Land Office and Chairman of the Texas Parks & Wildlife Board for Lease (as "Grantor") and Mustang Pipeline Company (as "Grantee"), as approved November 8, 1996 (the "Easement"). Each mitigation, condition, restriction or reservation set out below is hereby incorporated into the Easement for all purposes.

Mitigation Program

Within thirty (30) days following execution of the Easement, Grantee shall pay to Grantor the amount of Ten Thousand and No/100 Dollars (\$10,000.00) for implementation of the mitigation program. Mitigation for disturbance and/or damage to natural resources shall be as follows:

1. Regardless of the method used to install/construct the pipeline authorized by the Easement (the "Pipeline"), forest disturbance/damages resulting from installation/maintenance of the Pipeline shall be mitigated on the Alazan Bayou Wildlife Management Area (the "Area"). The Texas Parks and Wildlife Department ("TPWD") shall designate the mitigation area for Grantee. The total area for this mitigation project is estimated to be one (1) acre.
2. A minimum of 3 bids shall be obtained from logging companies to harvest any marketable timber cut during installation/construction of the Pipeline. Proceeds from the sale of such timber shall be deposited into the Grazing Lease and Products Escrow Account, No. 1277-5576. All logging debris shall be disposed of in accordance with Section 5.03.b. of the Easement.
3. After completion of construction/installation of the Pipeline, equal numbers of water oak, willow oak, and white oak seedlings, protected inside translucent polyethylene shelters, shall be planted on the designated mitigation area with an approximate spacing of fifteen feet by fifteen feet (15' x 15'). The seedlings shall be planted in the designated mitigation area in accordance with specifications and guidelines provided by the Area Manager (as defined in the Easement).
4. After completion of construction/installation of the Pipeline, the Area Manager shall determine if any ingress/egress areas, access roads and/or staging areas are to be left in place or restored to the condition in which such areas existed prior to Grantee's entry thereon. Except as otherwise provided by the Area Manager, the property subject to the Easement (the "Property") and any disturbed adjacent property shall be revegetated with native grasses or their equivalent.

Conditions

1. Prior to commencement of construction/installation of the Pipeline, Grantee shall meet with the Area Manager and provide plans and specifications of the project, including, but not limited to: (1) maps showing the proposed location and alignment of the Pipeline, access routes, easement dimensions, and equipment storage areas; (2) information concerning the sizes, types and numbers of equipment to be used; (3) locations and width of access roads, and (4) a time schedule for completion of the project. All activities shall be confined to those areas agreed to in writing by the Area Manager, as set forth on the maps incorporated in the Easement.
2. Grantee shall incorporate design criteria which restricts working easement widths to the minimum area necessary for installation/construction of the Pipeline, transportation of equipment, and storage of supplies and equipment. Unless the conditions at the Property are unsuitable, the directional drilling method of installation of the Pipeline shall be utilized. The easement width shall not exceed 35 feet except at the center drilling staging area and the temporary work area south of CR 628.
3. Following preliminary alignment of the Pipeline, the Area Manager may require a field survey to determine the resource significance of TPWD lands to be disturbed. The field survey and any relocation activities shall be at Grantee's sole cost and expense; provided, however, relocation requirements shall be limited to only those necessary to protect structures, facilities, unique natural areas, important wildlife and fishery areas, cultural or other important resource values. The deadline for obtaining the field survey and/or relocation shall be agreed upon by the Area Manager and Grantee.
4. All reasonable precautions, including consultation with the Area manager, shall be taken to avoid disturbance of fish and wildlife during any phase of the Pipeline operation. Particular caution should be taken to avoid and protect sensitive habitats, such as wetlands. All determinations made by the Area Manager shall be based upon potential impacts to natural or cultural resources as well as potential harm to public safety, health and welfare. Activities which affect wetlands may require coordination with the U. S. Army Corps of Engineers.
5. TPWD may prohibit construction/installation of the Pipeline and associated activities during nesting, breeding, and migration activities of specific species in order to minimize interference with the specific species. These activities may also be prohibited for brief periods during public hunts, peak recreation periods and research activities. To the degree possible, operations requiring alternative scheduling will be determined during the pre-work conference (described in paragraph 33 hereinbelow) or following the 48 hour advance notice described in Section 5.05 of the Easement.
6. TPWD may require special provisions to protect sensitive resources or to minimize potentially adverse impacts to natural resources. These provisions may include, but are not limited to, extra erosion control, biological monitoring, follow-up aerial photography, special equipment or techniques and special aesthetic or noise abatement mitigation.

7. Grantee and the Area Manager shall meet prior to commencement of construction/installation activities and shall agree upon an entry schedule for construction and routine maintenance. All activities at the Property shall be conducted during hours and on days as designated by the Area Manager. Wet weather and soil conditions may prohibit access to TPWD lands (including, without limitation, the Property) and in the event of adverse weather conditions, the Area Manager may halt any and all Pipeline operations. Should activities at the Property be prohibited or delayed for this reason, the Area Manager is authorized to extend the period provided for construction/installation in the Easement as needed. Entry for emergency purposes, such a fire, explosion, or injury shall not require prior notice.

8. Access to the Property shall be confined within the roadways and/or boundaries set forth on the maps incorporated into the Easement. The Area Manager may inspect any and all of Grantee's vehicles to assess their suitability for terrain conditions. The Area Manager may require alternative types of vehicles and may restrict vehicular traffic activities to certain areas in order to minimize impacts. The Property shall not be accessed more than is necessary to construction, operate and maintain the Pipeline. If road construction is needed, Grantee shall incorporate design criteria to restrict road width to the minimum area required for transport of equipment and personnel to the Property. Road width shall be approved in writing by the Area Manager.

9. During construction/installation and subsequent operation of the Pipeline, all ingress, egress, and inner area movement of the Grantee's vehicles and equipment, as well as the placement of all construction materials, operational equipment, and spoil, shall be limited to the Property unless otherwise authorized by the Area Manager.

10. Entrance to and travel within TPWD lands shall be over established routes or as otherwise designated by the Area Manager and such travel shall be restricted to that required for maintenance of the Pipeline. No additional service roads shall be constructed, unless specifically authorized by the Area Manager in writing.

11. Existing drainage patterns within any road easements shall be maintained and shall be uninterrupted by the use of conduit, culverts, bridges, or other applicable techniques, as specified and authorized by the Area Manager. The use of flashboard risers may be required to create wetland habitat. Water turnouts on roads may be required as deemed necessary by the Area Manager.

12. Storage of pipe and other materials shall be in nonvegetated areas or at designated locations only. Damage to vegetation, storage of equipment and supplies, and removal of fill materials from outside road boundaries are prohibited unless otherwise authorized by the Area Manager.

13. Grantee shall have a fire suppression plan incorporating the best available technology and providing for ready access to equipment at all times. Grantee shall bear full responsibility for extinguishing any fire that may occur as a result of installation/construction of the Pipeline or associated activity.

14. No pesticide, herbicide or other toxicant shall be used without prior written permission of the Area Manager. Grantee shall use such chemicals only as authorized by the Area Manager.
15. Notwithstanding Section 8.02 of the Easement, use of existing surface or subsurface water resources on the Property shall be coordinated with the Area Manager.
16. Notwithstanding Section 8.02 of the Easement, water wells must be drilled according to specifications approved in writing by TPWD. Any freshwater wells developed shall be cased and left intact for TPWD's use.
17. Grantee shall grade and level an earthen levee only when absolutely necessary. Boards shall be placed directly on marsh vegetation whenever practicable. Bridges and culverts shall be installed, maintained and replaced as specified by the Area Manager.
18. In the event the Pipeline must be routed through marsh or across a canal, the Pipeline shall be placed using the bore or jet method. No waterways bisected by the Pipeline shall be left blocked when construction is completed.
19. Livestock crosswalks shall be provided as necessary to permit the movement of livestock across the Property.
20. Earthen marsh plugs shall be constructed at intervals along the Pipeline and at the points of intersection of the Pipeline and major watercourses such as lakes, ponds, bayous, canals, ditches and tidal creeks. Dimensions and placement of plugs shall be determined by the Area Manager, in conjunction with the Grantee, and shall be maintained by the Grantee.
21. The Area Manager shall be notified in advance of dredge and spoil operations for placement or maintenance of production equipment. All spoil shall be deposited and contained within a spoil retention levee. The spoil shall be spread and leveled to the satisfaction of the Area Manager.
22. Spoil levees created as a result of canal dredging shall have gaps cut in them at intervals specified by the Area Manager. If spoil from the canal is placed on both sides of the canal, the gaps to be cut in the levees shall be directly opposite each other. Spoil from the dredging of a canal shall be placed within the construction right-of-way as directed by the Area Manager. Waterways bisected by the Pipeline shall be cleared of debris and spoil material when construction is complete.
23. Spoil materials from flotation canals shall be placed at a designated distance (as determined by the Area Manager) from the banks of navigable waterways and shall not be disposed of where the materials may enter ponds, lakes, canals or other watercourses.
24. Grantee shall conduct all operations so as to prevent the escape of gases, liquids or other deleterious substances from the Pipeline, other existing pipelines and other facilities onto or into area lands or waters. The Pipeline shall be hazard marked so that the distance between each marker is not more than

150 feet or as otherwise authorized by the Area Manager. Grantee is authorized to patrol and inspect the Property and the Pipeline, and shall notify the Area Manager prior to undertaking such activity.

25. In the event all or a portion of the Pipeline or accompanying facilities are removed from TPWD lands as the result of the termination of this Easement or for other reasons, the Grantee shall, unless otherwise specified by the Area Manager: (1) give written notice to and obtain prior written approval from the TPWD prior to abandonment; (2) completely remove all asphalt surfaces, compacted shell, concrete pads and other impervious surfaces; (3) grade and level the surface contours of the Property to as near the original conditions as possible, (4) re-establish original surface drainage patterns, (5) remove imported or excess fill materials from the Property and adjacent TPWD lands; (6) remove all spoil and ring levees, (7) completely backfill or plug all canals and ditches, and (8) provide regular gaps in all levees not removed, as specified by the Area Manager. There shall be a time limit for completion of the work described above, which will be established by the Area Manager.

26. When a road is no longer required, Grantee shall, unless otherwise directed by the Area Manager, remove the road and restore TPWD lands to the condition in which it existed prior to Grantee's entry thereon. Restoration measures shall include, but are not limited to: (1) reestablishment of former surface contours, (2) restoration of soil structure, (3) fertilization, (4) revegetation with site appropriate native species (including, but not limited to, trees, shrubs, grasses and herbs), (5) restoration of pre-disturbance drainage patterns, and (6) removal of excess fill materials from TPWD lands. The Area Manager may stockpile road material for use elsewhere at the TPWD's expense unless such material is removed from the Property by Grantee. The exact restoration standard or level of revegetation to be reached will be agreed upon in the mitigation program.

27. As specified by the Area Manager, restoration procedures may require the construction of nesting platforms, denning sites, or other wildlife habitat improvements to replace natural features lost or altered by Grantee's activities.

28. All natural drainages shall be swept clean of bottom ruts resulting from equipment crossing during construction.

29. Following completion of restoration procedures, the Area Manager may conduct an on-site inspection to verify that restoration has been satisfactorily completed and may, at that time, require additional restoration/conservation measures deemed necessary.

30. The Area Manager may use the Property for any purpose deemed, in Grantor's discretion, to be consistent with Grantee's use thereof, including, without limitation, the planting of wildlife food and cover crops.

31. No firearms are permitted on TPWD lands (including, without limitation, the Property). No activities shall be conducted on the Property or other TPWD lands during any time from half an hour after sunset to half an hour before sunrise.

32. Electrical lines shall be routed within existing road rights-of-way or other easement corridors unless otherwise authorized by the Area Manager. Temporary

overhead utility or electrical lines will be permitted only as authorized by the Area Manager. No permanent overhead utilities shall be allowed. Permanently buried lines shall be placed using plowshare techniques or other environmentally sensitive techniques authorized by the Area Manager.

33. The Area Manager shall schedule a pre-work conference with the Grantee to explain specific habitat concerns. Grantee, Grantee's survey work crews and all other employees and agents of the Grantee that may be on TPWD lands during the term of the Easement shall be present. This conference shall cover prohibited activities and potential consequences. Attendance shall be mandatory and additional pre-work conferences may be scheduled as needed. TPWD shall prepare a summary of issues and concerns to be addressed at the pre-work conference(s), and each employee or agent that cannot attend a pre-work conference must read and verify, in writing, his or her understanding of the information contained in such summary. Grantee shall submit such written verification(s), signed by each employee or agent unable to attend the pre-work conference(s), to Grantor.

34. Any and all gates shall be closed after use, unless otherwise authorized by the Area Manager.

Exhibit J

Ethylene Pipeline/Transition Plan

How much ethylene does the Seller expect to import for Seller's exclusive use on an annual basis? How is this quantity impacted during a period when the Sellers cracker assets are undergoing maintenance work or a major Maintenance Turnaround?

Eastman expects to be slightly long on ethylene should a PE divestiture be concluded. Eastman will need a long term agreement with the Buyer to allow this ethylene to be sold or exchanged. Provisions for purchase of ethylene from the Buyer will also be desirable.

67 Who operates the pipeline?

The common carrier ethylene pipeline is owned by Mustang Pipeline Company a Texas corporation and a wholly owned subsidiary. Eastman employees are contracted by Mustang Pipeline Company to operate the pipeline

68 Who maintains? HS&E? Cathodic protection?

The Mustang Pipeline Company contracts with Eastman to maintain the pipeline including HSE responsibilities. The pipeline does have cathodic protection systems.

69 Condition? DOT inspection status? Any needed repair due to corrosion, etc?

The line was constructed in 1997 and is in excellent condition. The DOT inspection process is in progress this year with Smart Pigging scheduled for completion in 2006. No repairs have been identified at this point.

70 Capacity at 1.2 B seems limited. Can compression be added to boost? Monetary consideration in the price?

The capacity of 1.2B should be adequate to supply 1.1B lbs of ethylene at current PE capacity. A booster compressor can be installed and significantly (approx 40%) increase the capacity. The new owner will be responsible for justification and funding of these projects.

71 Please provide a list of companies that have the capability to connect and supply ethylene to Longview via pipeline

Eastman is contracted with Williams at Mont Belvieu for ethylene transport and connectivity.

Who/what dictates injection to the line at Mt. Belvieu? I.e., is there a limitation in who partners can be, in order to

72 exchange material to/through MtB, on to Longview?

The MB pipeline is connected to the Equistar terminal and to the Williams system at the TEPPCO North terminal in MB. The new owner will be responsible for making arrangements to deliver ethylene via one or both of these connections or arrange for installation of a new connection to the pipeline.

73 Tyler Deep Well issues

Same issues as above (plus any TX Railroad commission issues)

The ethylene wells were last tested in 8/04 (well #105) and 3/02 (well #108). Well 108 is due for inspection in 2007. There are no known issues.

74 Ownership of Tyler Wells?

Eastman owns and operates the Tyler Well facilities and is responsible for all maintenance and HSE management.

75 Use rights?

As part of the Evergreen transaction, Eastman will make available 60M pounds of ethylene storage capacity to the new owner under an ancillary agreement.

76 More than one well?

There are two wells in ethylene service with total capacity of 124M pounds.

77 Do we need to count on higher emergency C2= inventory at Tyler in case of line breach from MtB ?

This will be the new owner's decision

Exhibit K



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

Nacogdoches County Clerk

Sandra "Sandy" Yates

Digitally signed by: Sandra "Sandy" Yates
Date: Dec 31, 2024 09:43 AM -06:00



To verify the authenticity of this copy, capture the QR code or visit:
<https://nacogdoches.tx.publicsearch.us/verifycert/yLRSQeNq>

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



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

Nacogdoches County Clerk

Sandra "Sandy" Yates

Digitally signed by: Sandra "Sandy" Yates
Date: Dec 31, 2024 09:43 AM -06:00

To verify the authenticity of this copy, capture the QR code or visit:
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**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.



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

Nacogdoches County Clerk

Sandra "Sandy" Yates

Digitally signed by: Sandra "Sandy" Yates
Date: Dec 31, 2024 09:43 AM -06:00

To verify the authenticity of this copy, capture the QR code or visit:
<https://nacogdoches.tx.publicsearch.us/verifycert/yLRSQeNq>



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.



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

Nacogdoches County Clerk

Sandra "Sandy" Yates

Digitally signed by: Sandra "Sandy" Yates
Date: Dec 31, 2024 09:43 AM -06:00

To verify the authenticity of this copy, capture the QR code or visit:
<https://nacogdoches.tx.publicsearch.us/verifycert/yLRSQeNq>



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;



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Nacogdoches County Clerk

Sandra "Sandy" Yates



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 Date: Dec 31, 2024 09:43 AM -06:00

- 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 15th to September 1st.

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.



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Nacogdoches County Clerk

Sandra "Sandy" Yates



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Date: Dec 31, 2024 09:43 AM -06:00

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



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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



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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



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Nacogdoches County Clerk



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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.



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TEXAS PARKS AND WILDLIFE DEPARTMENT (GRANTOR)

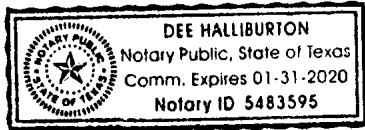
By: *Ann Bright* 9.25.17
Ann Bright, Chief Operating Officer Date

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*

Please return to:
Buckeye Development + Logistics LLC
Attn: Daniel Mangum
One Greenway Plaza, Suite 600 Houston, TX 77046



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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.

[Handwritten Signature]

Notary Public
State of Texas





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EXHIBIT A



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Nacogdoches County Clerk

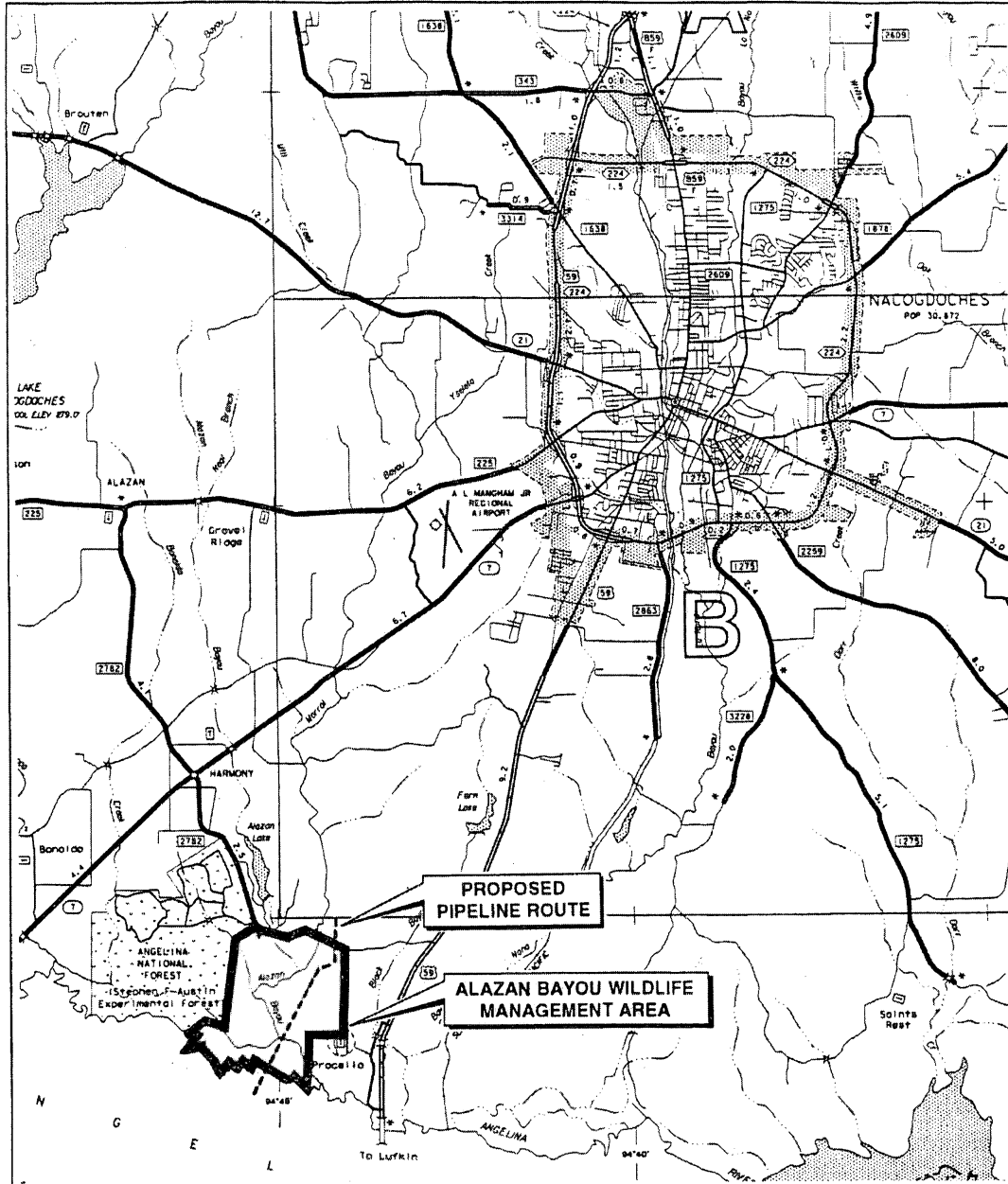
Sandra "Sandy" Yates



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EXHIBIT A



north

0 2 4 miles



Base Map: TxDOT General Highway Map; Nacogdoches County, Texas

EHS&A Espy, Huston & Associates, Inc.
Engineering & Environmental Consultants

Figure 1

GENERAL LOCATION OF THE
PROPOSED 10-INCH MUSTANG PIPELINE
COMPANY PIPELINE
NACODOCHES COUNTY, TEXAS



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EXHIBIT B

Exhibit L

RIGHT-OF-WAY AGREEMENT

Tract No. 4A-70

STATE OF TEXAS }
COUNTY OF Angelina }

For and in consideration of ten dollars and other valuable consideration
Dollars (\$ 10.00) in hand paid the receipt and sufficiency of which is hereby acknowledged,
the undersigned (hereinafter called GRANTOR, whether one or more), does hereby GRANT, BARGAIN, SELL
and CONVEY to Mustang Pipeline Company, a Texas corporation, its successors and assigns (hereinafter called
GRANTEE), a right-of-way and easement 50 feet in width along a route, (the location of the pipeline,
as constructed, to evidence such route), to construct, maintain, operate, repair, alter, replace, change the size of
and remove a pipeline and appurtenant facilities including, but not limited to, rectifiers, test leads and aerial
markers, across, under and upon the lands of GRANTOR in the County of Angelina, State of Texas, to-wit:

**That certain Tract or Parcel of land containing 120.686 acres, more or less, in the Barr & Davenport
Survey, A-4, and being more particularly described in that certain Warranty Deed with Vendor's
Lien from I.D. & Marguerite Farchild Educational, Religious, Charitable, & Civic Foundation to
Marie Stephens, dated January 18, 1996, and recorded in Volume 1042, Page 75, of the Deed of
Records of Angelina County, Texas.
Line location is approximately as shown on plat attached hereto and made a part hereof.**

The GRANTOR represents that the above land (~~is or is not~~) rented to _____ whose
address is _____, on a (cash or crop) basis.

The GRANTEE shall have all of the rights and benefits necessary or convenient for the full enjoyment or
use of the rights herein granted, including, but not limited to, the free right of ingress and egress over and across
said lands to and from said right-of-way and easement, the right to install locked gates in fences that cross said
right-of-way and easement, and the right from time to time to cut all trees, undergrowth and other obstructions,
that may injure, endanger or interfere with the use of said pipeline. GRANTEE may use such portion of the
property along and adjacent to said right-of-way as may be reasonably necessary in connection with the
construction, maintenance, repair, removal, or replacement of its facilities; provided GRANTEE shall be obligated
to pay for all crop and land surface damages as set out below arising out of such use.

The GRANTEE agrees to bury the pipeline below normal plow depth and to pay for any physical damage
to growing crops, timber, fences, or other structural improvements caused by construction, maintenance, operation,
repairing, alteration, replacement or removal of said pipeline and appurtenant facilities. It is understood and
agreed that the consideration herein paid does include payment of the initial, foreseeable construction damages
within the right-of-way and additional temporary work space herein granted. GRANTOR herein agrees not to
change the grade over such pipeline or permit any party other than GRANTEE to change such grade.

TO HAVE AND TO HOLD unto GRANTEE, it's successors and assigns, so long as the rights and
easements herein granted, or any one of them shall be used by, or useful to, GRANTEE for the purposes herein
granted, with ingress to and egress from the premises for the purpose of constructing, inspecting, repairing,
maintaining, replacing and removing the property of GRANTEE.

This agreement shall be binding upon and shall be for the benefit of the heirs, successors, representatives
and assigns of GRANTOR and GRANTEE, whether assigned, devised, or otherwise transferred in whole or in part
by either of the parties hereto, and the agreements herein contained shall be covenants running with the land.

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

IN TESTIMONY WHEREOF, the GRANTORS herein have executed this conveyance this 12th day of August, 1996.

Witnesses:

Marie Stephens
Marie Stephens

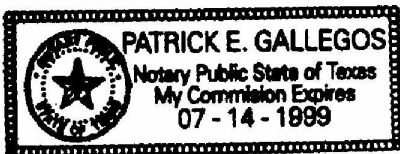
ACKNOWLEDGMENT

STATE OF Texas }
COUNTY OF Angelina }

I, Patrick E. Gallegos, a Notary Public in and for said county, in the state aforesaid do hereby certify that Marie Stephens

_____ personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 12th day of August, 1996.



Patrick E. Gallegos
Notary Public
My Commission Expires

7/14/99

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ }

BEFORE ME, a Notary Public, on this day personally appeared _____

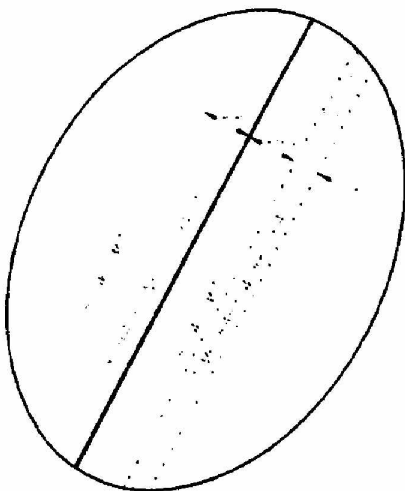
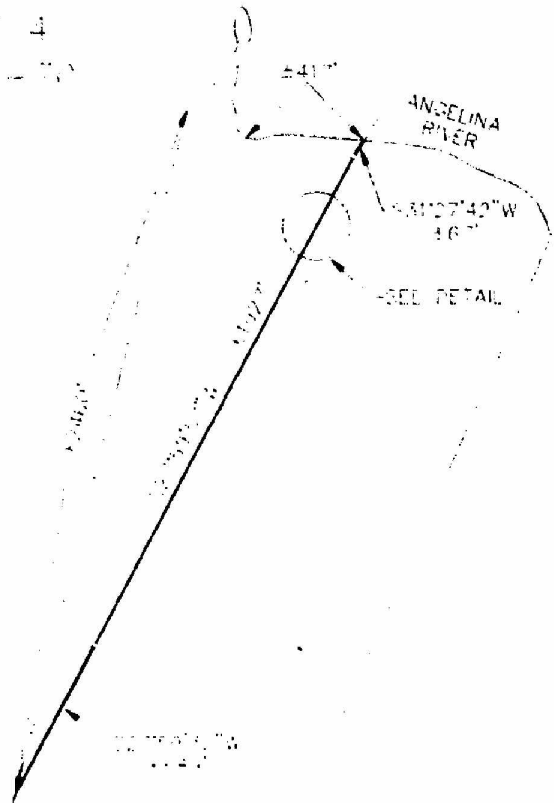
known to me to be the person whose name is subscribed as a witness to the foregoing instrument of writing, and after being duly sworn by me stated on oath that he saw _____ the Grantor(s) who executed the foregoing instrument, subscribed the same for the purposes and consideration therein expressed and that _____ signed the same as a witness at the request of the Grantor(s).

GIVEN UNDER MY HAND AND SEAL OF OFFICE THE _____ day of _____, A.D. 1996.

Notary Public

State of Texas
My Commission expires: _____

BAKER & DAVENPORT SURVEY
 ABSTRACT 4
 TR. NO. 44-70



ROW DETAIL
 N.T.S.

TOTAL DISTANCE ...
 TOTAL ...
 TOTAL ...
 TOTAL ...

...

...
 MARI ...

S FLOOR DAVID WILLIAMS BROTHERS

ANGELINA COUNTY, TEXAS
 ...

4A-70

STATE OF TEXAS
COUNTY OF ANGELINA

I hereby certify that this instrument was FILED in
File Number Sequence on the date and at the time
stamped hereon by me, and was duly RECORDED, in the
Official Public Records of Angelina County, Texas on



OCT 10 1996
Jo Ann Phelan
COUNTY CLERK
ANGELINA COUNTY, TEXAS

130 W

OCT 3 1996

MA

Exhibit M

EXPRESS H2O PIPELINE AND ROW, LLC	:	IN THE DISTRICT COURT OF
	:	
V.	:	ANGELINA COUNTY, TEXAS
	:	
WESTLAKE CHEMICAL OPCO, LP	:	159TH JUDICIAL DISTRICT

DIRECT QUESTIONS TO BE PROPOUNDED TO THE WITNESS

Custodian of Records for: **Texas Parks & Wildlife**
Type of Records: **All records as described in "Exhibit A"**

1. Please state your full name.

Answer: Bridgett Meyer

2. Please state by whom you are employed and the business address.

Answer: Texas Parks and Wildlife Dept. 4200 Smith School Rd Austin TX 78744

3. What is the title of your position or job?

Answer: Attorney

4. Are these memoranda, reports, records, or data compilations, outlined in the subpoena duces tecum, pertaining to the above-named person, in your custody or subject to your control, supervision or direction?

Answer: yes

5. Are you able to identify these aforementioned records as the originals or true and correct copies of the originals?

Answer: yes

6. Please hand to the Officer taking this deposition copies of the memoranda, reports, records, or data compilations, mentioned in Question No. 4. Have you complied? If not, why?

Answer: yes

7. Are the copies which you have handed to the Officer taking this deposition true and correct copies of such memoranda, reports, records, or data compilations.

Answer: yes

8. Were such memoranda, reports, records, or data compilations kept in the regular course of business of this facility?

Answer: yes

9. Was it in the regular course of business of this facility for a person with knowledge of the acts, events, conditions, opinion, or diagnoses, recorded to make the record or to transmit information thereof to be included in such record?

Answer: yes

10. Were the entries on these records made at or shortly after the time of the transaction recorded?

Answer: yes

11. Was the method of preparation of these records trustworthy?

Answer: yes

Bridgett Meyer
WITNESS (Custodian of Records)

Before me, the undersigned authority, on this day personally appeared Bridgett Meyer known to me to be the person whose name is subscribed to the foregoing instrument in the capacity therein stated, who being first duly sworn, stated upon his/her oath that the answers to the foregoing questions are true and correct. I further certify that the records attached hereto are exact duplicates of the original records.

SWORN TO AND SUBSCRIBED before me this 18th day of OCTOBER, 2024.



[Signature]
NOTARY PUBLIC
My Commission Expires: May 7, 2026

From: Stan David
Sent: Thursday, July 20, 2023 1:38 PM
To: Dennis Gissell
Subject: RE: Question - Gulf Pipeline Easement Crossing Attached Property
Attachments: AlazanBayouWMA_GLO-MustangPipeline_0ac_1997_ESM.pdf; Pages from AlazanBayouWMA_W732_BlountEtAl-TPWD_1973ac_1991_Title Policy.pdf

Attached is the easement from the Master Land List. It was last updated in 2008. If you scroll down to page 26 there is a detailed drawing with station numbers on it. They show at station 6298+91, 6333+97, and 6372+59.08 the Gulf P/L (Abandoned) with a sketch of the pipeline which I believe is the pipe still being in the ground. The drawing is detailing where to avoid hitting the old pipe with the new pipe.

I also attached pages from the 1991 title policy listing quite a few existing Gulf Pipeline ROW's crossing the Blount tract TPWD acquired to create the WMA. The landman can research those to maybe find the correct original Gulf Pipeline.

Let me know if that answers the question or if I need to get you some more info.

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/>

From: Dennis Gissell <Dennis.Gissell@tpwd.texas.gov>
Sent: Wednesday, July 19, 2023 12:49 PM
To: Stan David <Stan.David@tpwd.texas.gov>
Subject: FW: Question - Gulf Pipeline Easement Crossing Attached Property

Hey Stan,

It looks like we may have a contested ownership issue on this pipeline easement at Alazan Bayou and I was trying to recall if you and I discussed this after I sent the email below please. Since it was such an old easement, I am guessing that if Nacogdoches County still has it, would likely be in an archives somewhere. I wonder the same about this easement from the GLO's perspective, since I believe they might have had jurisdiction on the Angelina River (unless it precedes their authority on waterways), if the easement crosses the river?

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: Dennis Gissell
Sent: Thursday, June 1, 2023 1:57 PM
To: Stan David <Stan.David@tpwd.texas.gov>
Cc: Christopher Maldonado <Christopher.Maldonado@tpwd.texas.gov>; Daniel Price <Daniel.Price@tpwd.texas.gov>
Subject: FW: Question - Gulf Pipeline Easement Crossing Attached Property

Stan,

We have been asked by a landman about an old Gulf pipeline crossing the Alazan Bayou WMA from the south in Angelina County, to the north on the WMA in Nacogdoches County. The easement line that he laid out with his request (attached orange line), is the same as an easement that we had with Mustang Pipeline in 1997 and currently with Westlake Ethylene for a 10.75 " (OD) pipeline 642.4 rods long and 35' wide. It appears that the Mustang Pipeline was bored. From the attached easement, the survey plat appears to show that a Gulf Pipeline (abandoned) used to be in that same easement area. That is what this landman and his client wish to pursue by some means apparently. This landman is also apparently not able to locate the old Gulf pipeline easement to assess whether the old pipeline is still in the ground.

I explained to him the restrictions on pipeline installations on WMAs and the fact that this is a forested WMA that has a primary objective of conserving forests and wetlands. What are your thoughts about all of this, assuming they would like to see the old easement for Gulf and wanting to know that that pipeline was removed or left in place apparently?

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: Daniel Price <Daniel.Price@tpwd.texas.gov>
Sent: Tuesday, May 9, 2023 12:06 PM
To: Dennis Gissell <Dennis.Gissell@tpwd.texas.gov>
Cc: Stephen Lange <Stephen.Lange@tpwd.texas.gov>
Subject: FW: Question - Gulf Pipeline Easement Crossing Attached Property

Dennis,

I had the request below requesting information on a pipeline easement located at the Alazan Bayou WMA.

Let me know what else is needed from me.

Thanks,

Daniel

Daniel Price, CWB®

Pineywoods Ecosystem Project Leader

Texas Parks & Wildlife Department

8096 FM 2782

Nacogdoches, TX 75964

936-569-8547 (office)

936-645-8363 (cell)

From: ROGER KIRKLAND <rkirkland2006@yahoo.com>

Sent: Monday, May 8, 2023 11:52 AM

To: Daniel Price <Daniel.Price@tpwd.texas.gov>

Subject: Question - Gulf Pipeline Easement Crossing Attached Property

You don't often get email from rkirkland2006@yahoo.com. [Learn why this is important](#)

Mr. Price

I am inquiring about an old pipeline easement that crossed the property on the attached map. It was a old Gulf Pipeline Easement that was laid around 1920. My client is trying to use that easement for a future project and was wondering if Texas Parks and Wildlife knows that it exists. Will you please call me to discuss this? Also if you can find out if this pipe was removed (what year?) and/or came to the surface I would appreciate it. I look forward to hearing from you.

Thank you

Roger Kirkland
LRK Land Services, LLC
903-353-6470

TEXAS PARKS & WILDLIFE DEPARTMENT

EASEMENT ON STATE PARKS LAND

MISCELLANEOUS EASEMENT

ME970024

STATE OF TEXAS

§

§ KNOW ALL BY THESE PRESENTS:

COUNTY OF NACOGDOCHES

§

This Miscellaneous Easement (the "Easement"), ME970024, is granted by virtue of the authority granted in, and is subject to, Section 34.064, et seq., TEX. NAT. RES. CODE ANN. (Vernon), as the same may be amended from time to time, and all other applicable rules and applicable statutes and regulations, as amended 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 STATE OF TEXAS, (the "GRANTOR"), acting by and through Jerry E. Patterson, Commissioner of the General Land Office and Chairman of the Texas Parks & Wildlife Board for Lease, does hereby grant unto Westlake Ethylene Pipeline Corporation, a Delaware corporation, (the "GRANTEE"), whose address is 2801 Post Oak Blvd., Suite 600, Houston, Texas 77056-6136, Telephone number: (903) 242-7519, a non-exclusive easement for purposes of construction, installation and maintenance of one (1) 10.75 inch O.D. pipeline as described below, on the following public land as depicted and located in the Alazan Bayou Wildlife Management Area located in Nacogdoches County, Texas:

BEING out of the Alazan Bayou Wildlife Management Area located in Nacogdoches County, Texas, and the easement is a right-of-way 642.4 rods long and thirty-five (35) feet wide right-of-way being 17.5 feet either side of a centerline), as more particularly described in the Vicinity Map attached hereto as Exhibits 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").

1.02. 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 EASEMENT.

GRANTOR AND GRANTEE HEREBY AGREE AND ACKNOWLEDGE THAT THE USE OF THE TERM "GRANT" IN NO WAY IMPLIES THAT THIS EASEMENT 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 THE STATE AS GRANTOR, INCLUDING THE TEXAS PARKS & WILDLIFE DEPARTMENT, OR ANY OFFICIAL, AGENT, REPRESENTATIVE OR EMPLOYEE OF THE FOREGOING, 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 OR COUNTIES IN WHICH THE PREMISES ARE LOCATED. THE PROVISIONS OF THIS SECTION 1.02 SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS EASEMENT.

ARTICLE II. TERM

2.01. This Easement is for a term of ten (10) years, beginning on January 1, 2007 and terminating on December 31, 2016, unless earlier terminated as provided herein; provided, GRANTOR and GRANTEE agree that this Easement shall automatically terminate if GRANTEE ceases to use the Premises for the purposes set forth in Article IV hereof.

ARTICLE III. CONSIDERATION

3.01. A. As consideration ("Consideration") for the granting of this Easement, Grantee shall pay a fee to the Grantor the sum of not less than Ninety-Six Thousand Three Hundred Sixty And NO/100 Dollars (\$96,360.00) paid annually in the amount of Nine Thousand Six Hundred Thirty-Six And NO/100 Dollars (\$9,636.00) payable in "Goods and Services" in lieu of cash payment for habitat damages, long-term loss of wildlife habitat, maintenance and operations on and in the Alazan Bayou Wildlife Management Area located in Nacogdoches County, Texas.

B. "Goods and Services" shall consist of equipment, repairs, supplies, materials and habitat enhancements for use on the Alazan Bayou Wildlife Management Area located in Nacogdoches County, Texas, as specified by the area manager. Vouchers submitted to the GRANTEE for payment of Consideration shall be for amounts no less than Two Hundred Fifty And No/100 Dollars (\$250.00). GRANTEE shall maintain and make available sufficient funds as described in 3.01.A. for Twenty-Four (24) months after the expiration of the Easement. Unencumbered funds remaining after that period shall be remitted to the GRANTOR (payable to the Texas Parks & Wildlife Department), located at 4200 Smith School Road, ATTN: WMA Facilities Coordinator, Austin, Texas 78744-3291.

3.02. GRANTEE shall pay and discharge any and all taxes, general and special assessments, and other charges which may be levied on or assessed against the Premises or any improvements constructed thereon on account of GRANTEE'S use of the Premises. GRANTEE shall pay such taxes, charges and assessments not less than fifteen (15) days prior to the date of delinquency thereof directly to the authority or official charged with the collection thereof.

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 proceeding 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. Past due payments to GRANTOR shall bear interest at the rate of 10% per annum from the date due until paid. Failure of GRANTEE to make any payment when due shall entitle GRANTOR to exercise the rights provided in Section 8.01.

ARTICLE IV. USE

4.01. Subject to the terms and conditions of this Easement, GRANTEE and GRANTEE'S officers, representatives, employees, agents, contractors and subcontractors shall have the right to use the Premises, together with a right of ingress and egress, solely to install, construct, erect, maintain, operate and repair one (1) 10.75 inch O.D. pipeline for the purpose of transporting refined petroleum products. GRANTEE shall not use the Premises for any other purpose without first obtaining the written consent of GRANTOR, which consent may be granted or withheld by GRANTOR in its sole discretion.

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 Easement.

4.03. GRANTEE shall not use, or permit the use of, the Premises for any illegal purpose. GRANTEE shall comply and will cause its officers, employees, representatives, agents, contractors, subcontractors and invitees to comply, with the provisions of this Easement and all applicable laws, ordinances, rules and regulations of authorities with jurisdiction over the Premises.

4.04. GRANTEE shall not assign or sublease the Premises, or the rights granted herein, in whole or part, to any third party for any purpose without the prior written consent of GRANTOR, which consent may be granted or withheld in GRANTOR'S sole discretion.

ARTICLE V. CONSTRUCTION

5.01. Subject to the terms and conditions set forth below, GRANTEE shall have the right to install, construct, erect, maintain, operate and repair one (1) 10.75 inch O.D. pipeline for the purpose of transporting refined petroleum products on the Premises (the "Improvements").

5.02. The location of the Premises is fixed at the location of the Improvements and neither the location of the Premises nor the Improvements shall be changed without the prior written consent of the GRANTOR and any other authority with jurisdiction over the Premises.

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. To install, construct, maintain, repair and operate the Improvements in a manner that results in the least possible surface disturbance and the least possible removal of natural vegetation; provided, however, GRANTOR may grant a waiver of this requirement if deemed in its discretion to be in the best interest of the State.
- b. To limit clearing of natural vegetation to only that which poses a hazard or hindrance to construction or operation of the Improvements.
- c. To dispose of brush and other materials cleared from the Premises by methods such as sale, removal, on-site stacking, or piling of brush for wildlife cover instead of by burning.
- d. To leave a screen of natural vegetation where the Premises are visible from any road or highway.
- e. To exercise reasonable care during installation, construction, maintenance, repair and operation of the Improvements so as to cause the least amount of disturbance to the natural features of the Premises and to re-vegetate disturbed areas, to install erosion control structures, and to mitigate and repair surface damages resulting from activities authorized hereunder in a manner satisfactory to GRANTOR or its designated representative.
- f. To repair or replace, within a reasonable time, any fence, bridge, building or other structure, other than GRANTEE'S own structures, damaged or destroyed by GRANTEE'S activities on the Premises.
- g. In light of the pipeline industry's indicated willingness to improve safety standards, as well as new regulations being promulgated by the Department of Transportation's Office of Pipeline Safety, and also the new federal pipeline health and safety legislation pending in the U. S. Congress, this easement is granted upon condition of applicant's specific compliance with all applicable federal, state and local statutes, rules and regulations, and generally accepted industry practices and standards presently in force and as amended in the future.
- h. GRANTEE is required to provide the GRANTOR an "as built" survey of the Improvements within one hundred eighty (180) days of contract execution. GRANTEE agrees to provide the documentation showing the current location of the Improvements. This documentation shall include spatial coordinates sufficient for determining that the Improvements lie within the approved Premises. Upon receipt and acceptance by the GRANTOR, the "as built" survey shall be attached to and become a part of this Agreement as Exhibit "B-1" and shall be included in the Premises as described in

Section 2.01 of this Agreement. Notwithstanding the foregoing, and provided that the Improvements have been in place for at least twenty (20) years ("a legacy Improvement"), GRANTEE may, in lieu of providing such actual dimensions and spatial coordinates, satisfy the requirements of Article III §3.02(iv) by providing a certified written statement by a Professional Engineer which states that the engineer, despite having employed best efforts to do so, can not ascertain the burial depth and/or location coordinates of such legacy Improvement from GRANTEE's existing records and documentation. Any such certified statement shall also include any documentation in GRANTEE's possession relating to either the actual dimensions or spatial coordinates of the Improvements. If GRANTEE, at any time, later discovers or determines the actual burial depth and/or location coordinates of a legacy Improvement, GRANTEE agrees to submit such documentation to GRANTOR. If it is determined that the Improvements or legacy Improvements are not actually located within the Premises as described in this Agreement, the GRANTEE shall, at the time of submission of the as built survey or other documentation, provide written notice to GRANTOR of the discrepancy. The GRANTOR will then provide written notice to the GRANTEE of the amount of additional consideration, if any, due to the GRANTOR as a result of the discrepancy. GRANTEE agrees to pay the additional consideration within thirty (30) days of receipt of the written notice from GRANTOR. Failure to pay the additional consideration within the time specified will constitute an event of default under Article IX of this Agreement. GRANTEE acknowledges that GRANTEE's failure to submit the as built survey of the Improvements, or certified statement by a Professional Engineer for legacy Improvements, within one hundred eighty (180) days, or for new projects, upon completion of construction, will result in a waiver by GRANTEE of any claim to a reduction or refund of consideration tendered or to be tendered under this Agreement that may have resulted from any discrepancy. In addition GRANTOR may, at its discretion, require an amendment to this Agreement with regard to the description of the Premises.

5.04. GRANTEE shall notify any contractor performing work or services related to this Easement 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 Easement.

5.05. GRANTEE shall provide written notice to GRANTOR of planned installation, construction, maintenance or repairs contemplated hereunder at least 48 hours in advance of the initiation of such activity so that GRANTOR'S field inspectors may arrange to be present, if desired.

5.06. Upon completion of such installation, construction, maintenance or repair activities, GRANTEE shall notify GRANTOR in writing, by certified mail, that all such work has been completed. Within thirty (30) days after receipt of such notice, GRANTOR may inspect the Premises and require such additional work as may appear to GRANTOR to be necessary to conform it to the requirements set forth herein.

5.07. GRANTEE IS EXPRESSLY PLACED ON NOTICE OF THE NATIONAL HISTORICAL PRESERVATION ACT OF 1966, (PB-89-66, 80 STATUTE 915; 16 U.S.C.A. §470) AND THE ANTIQUITIES CODE OF TEXAS, CHAPTER 191, TEX. NAT. RES. CODE ANN. (VERNON 1999 SUPP.). BEFORE COMMENCING CONSTRUCTION AT THE PREMISES, GRANTEE

SHALL NOTIFY THE TEXAS HISTORICAL COMMISSION, P.O. BOX 12276, AUSTIN, TEXAS 78711. AN ARCHEOLOGICAL SURVEY MIGHT BE REQUIRED BY THE COMMISSION BEFORE CONSTRUCTION CAN COMMENCE. FURTHER, IN THE EVENT THAT ANY SITE, OBJECT, LOCATION, ARTIFACT OR OTHER FEATURE OF ARCHEOLOGICAL, SCIENTIFIC, EDUCATIONAL, CULTURAL OR HISTORIC INTEREST IS ENCOUNTERED DURING THE ACTIVITIES AUTHORIZED BY THIS EASEMENT, GRANTEE WILL IMMEDIATELY CEASE SUCH ACTIVITIES AND WILL IMMEDIATELY NOTIFY GRANTOR AND THE TEXAS HISTORICAL COMMISSION SO THAT ADEQUATE MEASURES MAY BE UNDERTAKEN TO PROTECT OR RECOVER SUCH DISCOVERIES OR FINDINGS, AS APPROPRIATE.

ARTICLE VI. OPERATION AND MAINTENANCE

6.01. Subject to the terms and conditions set forth below, GRANTEE shall have the right to operate, maintain, inspect, replace, rebuild and repair the Improvements in accordance with the terms and conditions of this Easement.

6.02. GRANTEE shall use the highest degree of care and all appropriate safeguards to prevent pollution of air, ground and water in and around the Premises and shall comply with all applicable rules and regulations of the State of Texas, including, without limitation, the Texas Parks & Wildlife Department and other authorities with jurisdiction over the Premises for the protection and preservation of public lands and waters.

6.03. In the event of an incident that results or may result 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 6.03 SHALL SURVIVE EXPIRATION OR EARLIER TERMINATION OF THIS EASEMENT.

6.04. GRANTEE shall be fully liable and responsible for any damage to the Premises, the Improvements, or any other property, of any nature, arising or resulting from its own acts or omissions, or those of its officers, representatives, employees, agents, contractors, subcontractors and invitees, related to its exercise of the rights granted herein. GRANTEE agrees to repair or replace, as required, such damage to land or Improvements to the satisfaction of GRANTOR or, at GRANTOR'S option, to compensate GRANTOR for a reasonable amount for such damage.

6.05. Upon expiration or earlier termination of this Easement, GRANTEE shall remove personal property and the Improvements from the Premises and take whatever measures are necessary to restore such land as nearly as practicable to the condition in which it existed before GRANTEE entered thereon; provided, however, GRANTOR may grant a waiver of this requirement if deemed in its discretion to be in the best interests of the State.

ARTICLE VII. INDEMNITY

7.01 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 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 VIII. DEFAULT AND TERMINATION

8.01. In the event GRANTEE fails to make any payment due hereunder or is in breach of any term or condition hereof, GRANTOR shall have the right, at its option and its sole discretion, to terminate this Easement and all rights inuring to GRANTEE herein by sending written notice of such termination to GRANTEE as provided in Article X below. This Easement shall terminate upon the expiration of thirty (30) days following such notice and all rights granted herein to GRANTEE shall revert to GRANTOR; provided, however, that should GRANTEE pay or tender any such delinquent payment or cure any default within the time period above, this Easement shall not terminate and shall continue in full force and effect. Any such termination shall not prejudice the rights of GRANTOR to collect any payments due or to seek recovery on any claim arising hereunder.

8.02. In addition to the foregoing, each of the following acts by GRANTEE shall constitute an event of default hereunder:

- a. Abandonment or vacating of the Improvements or Premises or any significant part thereof.
- b. Failure to tie into a functioning pipeline system.
- c. Bankruptcy, insolvency or other such act resulting in appointment of a receiver, liquidator, custodian, or other such fiduciary charged with liquidating or winding-up of GRANTEE'S affairs.
- d. Refusal to timely perform or fulfill any covenant, duty, or obligation hereunder within thirty (30) days following written notice or demand from GRANTOR to do so. Such notice or demand shall be given by certified mail as provided in Section 11.02 below.

8.03 Except as otherwise provided in subsection 8.04, 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 Texas Parks and Wildlife Department (the "Department") 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 the Department at least ten (10) days before commencing removal/restoration activities so that a field inspector may be present.

8.04 The Department may waive the removal/restoration requirements in subsection 8.03 if, in the Department's sole opinion and discretion, such waiver is in the best interest of the State. 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 improvement(s), and other factors considered to be in the best interest of the STATE.

ARTICLE IX. HOLDOVER

9.01. If GRANTEE holds over and continues in possession of the Premises after expiration or earlier termination of this Easement, 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 Easement, except that as liquidated damages by reason of such holding over, GRANTEE shall be required to pay Grantor rent in the amount of One Thousand and No/100 Dollars (\$1,000.00) 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.

9.02. The tenancy from month-to-month described in Section 9.01 of this Easement may be terminated by either party upon thirty (30) days written notice to the other.

9.03. The consideration due after notice of termination has been given is to be calculated according to Section 9.01 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 therefrom any amounts owed to the GRANTOR.

ARTICLE X. RESERVATIONS

10.01. 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 to all geothermal resources.

ARTICLE XI. NOTICE

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

GRANTOR:

Texas Parks & Wildlife Dept.
Attn: Executive Director
4200 Smith School Road
Austin, Texas 78744

GRANTEE:

Westlake Ethylene Pipeline Corporation
2801 Post Oak Blvd., Suite 600
Houston, Texas 77056-6136

WILDLIFE DIVISION DIRECTOR
Dr. Michael Berger, 512-389-8092

With copy to: General Land Office
Attn: Professional Services
1700 North Congress Avenue
Austin, Texas 78701

11.02. 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.

11.03. 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 XII. MISCELLANEOUS PROVISIONS

12.01. With respect to terminology in this Easement, 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 Easement shall ever be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions of the Easement, but such other provisions shall continue in full force and effect.

12.02. The titles of the Articles in this Easement shall have no effect and shall neither limit nor amplify the provisions of the Easement itself. This Easement 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" and the like refer to this entire instrument, not just to the specific article, section or paragraph in which such words appear.

12.03. 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.

12.04. No provision of this Easement 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.

12.05. 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.

12.06. Under no circumstances whatsoever shall GRANTOR ever be liable hereunder for consequential damages or special damages. The terms of this Easement 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 thereafter accruing, but such covenants and obligations shall be binding during the Easement term upon each new owner for the duration of such owner's ownership.

12.07. 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.

12.08. 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 Easement 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 Easement 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 Easement.

ARTICLE XIII. INFORMATIONAL REQUIREMENTS

13.01. GRANTEE shall provide written notice to the GRANTOR of any change in GRANTEE'S name, address, corporate structure, legal status or any other information relevant to this Agreement.

13.02. GRANTEE shall provide to the GRANTOR any other information reasonably requested by the GRANTOR in writing within fifteen (15) days following such request or such other time period approved by the GRANTOR (such approval not to be unreasonably withheld).

13.03. 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 so 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 XIV. ENTIRE AGREEMENT

14.01. This Easement, including exhibits, constitutes the entire agreement between GRANTOR and GRANTEE and no prior written or prior or contemporaneous oral promises or representations shall be binding.

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

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

14.04. Within thirty (30) days following execution of the Easement, GRANTEE shall record the Easement 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.

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

IN TESTIMONY WHEREOF, witness our hands and the seal of the Texas General Land Office.

GRANTOR: THE STATE OF TEXAS

GRANTEE: Westlake Ethylene Pipeline Corporation

By: Jerry E. Patterson
JERRY E. PATTERSON

By: J. L. Taylor
J. L. Taylor
(Printed Name)

Commissioner, General Land Office
and Chairman, Texas Parks and
Wildlife Board for Lease

Title: Sr. VP, Polyethylene

Date: 11/3/08

Date: Sep 3, 2008

Approved:

Contents: NSP
Legal: zoc
Deputy: hs
Executive: [Signature]

ACKNOWLEDGMENT (GRANTEE'S SIGNATURE)

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 3rd day of September, 2008, by J. L. Taylor, the Sr. VP of Polyethylene, on behalf of the Westlake Ethylene Pipeline Corp.

Liliana Arreola
Notary Public, State of Texas
My commission expires: 02-22-2012



VICINITY MAP
NACOGDOCHES COUNTY, TEXAS

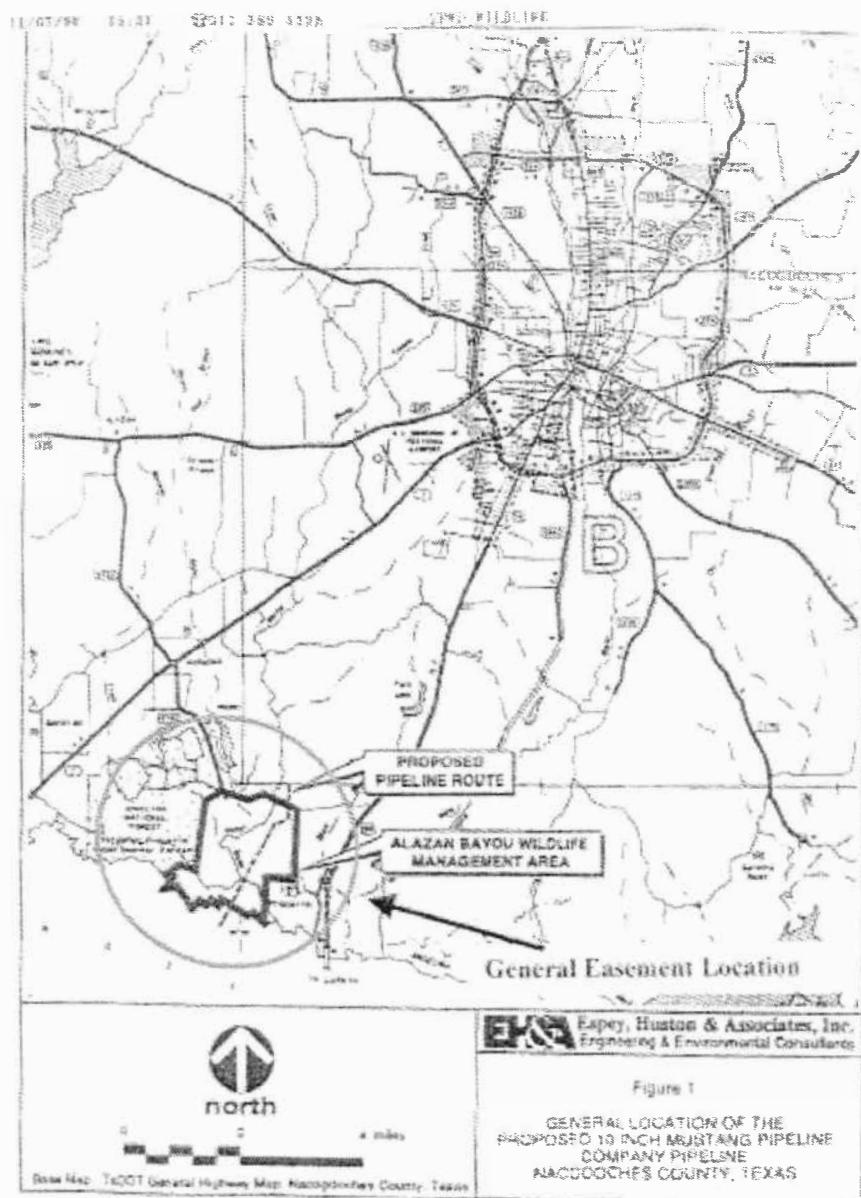


Exhibit N

EXPRESS H2O PIPELINE AND
ROW, LLC.,
Plaintiff

vs.

WESTLAKE CHEMICAL
OPCO, LP.,
Defendant

§
§
§
§
§
§
§
§
§

IN THE DISTRICT COURT OF

ANGELINA COUNTY

159th/217th JUDICIAL DISTRICT

AFFIDAVIT OF JON YOST

STATE OF TEXAS

§

COUNTY OF Fort Bend

§

BEFORE ME, the undersigned notary, on this day, personally appeared Jon Yost a person whose identity is known to me. After I administered an oath to him, upon his oath, he said:

“My name is Jon Yost. I am an agent of Field Worx, Inc., and I have been retained by the Plaintiff, Express H2O Pipeline and ROW, LLC ("Express H2O"), I have been asked to provide expert testimony in this matter. I am at least twenty-one (21) years of age, of sound mind, capable of making this affidavit, and fully competent to testify to matters stated herein. I have never been convicted of a felony or crime of moral turpitude. I have personal knowledge of the facts stated herein and they are true and correct. I have included my resume which is attached as Exhibit 1 and incorporated into this affidavit.

To assist in the preparation of her report, Mimmie Yost tasked me to contact the Texas Railroad Commission (“RRC”) to confirm the abandonment designation set forth in Exhibit C to her report was perfunctory and administrative designation when the permitting at the RRC has not been renewed. To confirm the same, I contacted the RRC and corresponded with Andy Martinec, a Pipeline Permitting Specialist in the Oversight & Safety Division of the Railroad Commission of Texas to discuss the status of Express H2O’s line. He confirmed the designation will appear after non-renewal. However, during this communication, Andy Martinec advised that, “As far as I can tell, this pipeline system has been a part of T-4 permit 08049 since July 2009, and before that it was split between T-4 permits 00187 and 04143. Those records date back to the 70s and 80s, and there are records from the 90s that are available for review.”

Additionally, I was tasked to generate the maps attached hereto and bates labeled Express H2O 000311-000317 (Exhibit 2, which is incorporated into this affidavit). The referenced maps are true and correct copies and accurately depict information are based on my review of the relevant instruments referenced in the maps and GIS data obtained from the Railroad Commission. Express H2O 000311 reflects Express H2O's easements upon which Westlake Chemical Opco's line (operated by Buckeye Development and Logistics) encroaches. Express H2O's Easement area is noted in the map legend. The Westlake instrument number relating to the line crossing TPWD and the Express H2O Easement Area has been supplanted by an instrument recorded on November 3, 2017, Document Number 2017-8120, Volume 4668, Page 5, located in the Nacogdoches County Clerk Records, as said instruments expire every 10 years by their own terms.

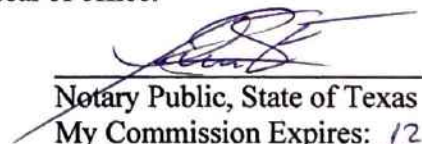
I generated these maps based on my 19 years of title abstractor experience, across multiple states, including Texas, which has included easement assessment, evaluation, and interpretation of title work. I regularly work with easements and GIS mapping data to generate maps in the ordinary course of my employment with Field Worx, Inc.

FURTHER AFFIANT SAYETH NOT



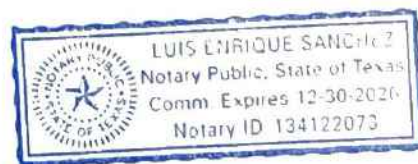
Jon Yost, Affiant

SUBSCRIBED AND SWORN TO BEFORE ME by the said Jon Yost on this 9th day of January of 2025, to certify which witness my hand and seal of office.



Notary Public, State of Texas

My Commission Expires: 12-30-2026



Jon T. Yost

859-585-1847 | jon.yost@yahoo.com | in/jon-yost

Energy Professional with proven industry-wide experience. Routinely led teams of professionals to complete complex assignments in the energy sector. Highly analytical, with excellent communication, presentation, and professional business writing skills; coupled with a lead by example attitude. Adaptable, flexible professional, who embraces teamwork but also enjoys working independently. Proficient in AutoCAD, ArcGIS, GeoAMPS, SAP, Quorum, Salesforce, Trimble Pathfinder, Smartsheet, and Microsoft suite of products.

Key skills include:

Project Management | Team Building | Organizational Leadership | Business Development | Title Analyst | Land Acquisition | Right of Way | Genealogy | Skip Tracing | Negotiations | Document Management | Storage Rights | Leasing | Permitting | GIS | CAD | FERC | Due Diligence | Salesforce

PROFESSIONAL EXPERIENCE

Development Manager, Apex Clean Energy – Houston, TX 11/2022-Present

- Coordinate with new markets team to identify greenfield sites for wind, solar, storage, transmission, and hydrogen projects.
- Direct teams of developers, subject matter experts, and land agents to achieve milestones toward NTP and COD by generating key dates based on COD from Executive Team.
- Organize and lead landowner and stakeholder meetings and town hall/open house presentations.
- Coordinate with Environmental and Interconnection teams to ensure key milestones are kicked off and completed within established timeframe(s).
- Communicate with Land/Legal Team to effectively review and approve/reject landowner redlines for agreement generation.
- Collaborate with a team of Corporate Strategy, Engineering, and Technology SME's to evaluate and procure water for green hydrogen projects.
- Develop and implement new SOP's to streamline internal processes for communication/collaboration by utilizing Microsoft Teams.
- Forecast project Devex and Capex from inception through COD.
- Conduct meetings with internal Development, SME, and Executive teams to ensure continuity across multiple departments.
- Evaluate title reports to identify mineral owners and operators to facilitate and organize Land team outreach for accommodation agreements.
- Work in cooperation with third party tax advisor to draft, submit, and attend tax abatement hearings.

Land Consultant, Orion Renewable Energy – Houston, TX 4/2021-6/2021

- Identified potential greenfield solar sites based on transmission line/substation locations and large land holdings.
- Located unknown and absentee landowners.
- Performed title searches to identify surface and mineral owners in area of interest.
- Negotiated leases for solar development and overhead transmission to the point of interconnection.
- Spoke at informational town hall meetings to communicate project plans and details in a consistent and concise manner.

Project Manager – Land, Midcontinent Region, Encompass Energy Services – Houston, TX 2020-2021

Client(s): EDP Renewables, Belltown Power Texas, Citgo, Mountaineer Gas, TransCanada, Enbridge, Whitewater Midstream, Crestwood Midstream

- Managed the development of a proprietary enterprise GIS based field to boardroom platform that improved efficiencies and reduced overall project costs by 10+%.
- Developed real-time title application for phones and tablets that links field data to in-house GIS database, reducing time to complete titles by 20%.
- Independently wrote proposals for multimillion-dollar projects.
- Collaborated with upper management on Business development strategies aided with the use of Salesforce.
- Scheduled and led multiple staff and client meetings discussing projects, technology development/deployment, training, and safety.
- Routinely conducted business development efforts to increase revenues across all departments.
- Identified, applied for, and successfully obtained encroachment permits for, roads, railroads, and utilities.

Land Manager, Brighton Land Management - Pittsburgh, PA/Houston, TX 2014-2020

Client(s): Chevron USA, EQT

Exhibit 1

- Completed projects on time and under budget by acting as a conduit between the Land department and other internal departments.
- Led the most productive leasing team in the U.S. for Chevron by supervising a crew of 40+ abstractors, genealogists, and landmen.
- Reviewed complex title opinions to identify clouds in title and missing heirs.
- Comprehensively researched archived and online resources to aid in the successful identification of heirs.
- Conducted over 200+ genealogy projects, resulting in the location of over 1,000+ unknown heirs.
- Successfully negotiated surface and sub-surface agreements with property owners.
- Met with potential clients to facilitate the growth of Brighton Land Management.
- Organized and maintained cloud-based document management system.

Senior Landman, McDonald Land Services - Canonsburg, PA

2010-2014

Client(s): Chief Oil & Gas, Atlas Energy, Chevron USA

- Provided training to abstractors, genealogists and landmen in the areas of title, leasing, genealogy research, mapping and HBP title to groups of 100+.
- Provided preliminary title and mapping to identify parent tracts and assigned to abstractors.
- Reviewed and interpreted title abstracts, mapped tract locations, and ensured accuracy of instruments for execution of agreements.
- Conducted full title research for oil and gas, mineral/surface rights from patent to present.
- Performed take-off title to expedite leasing process.
- Performed HBP title to ensure accurate WI, NRI, RI and NPRI in leaseholds and Units/Pools.
- Completed due diligence for Chevron acquisition of Atlas Energy.

Independent Landman, Eclipse Solutions, LLC - Prestonsburg, KY

2006-2022

Client(s): Kentucky-West Virginia Gas, EQT, Kentucky-American Water, Eclipse Engineers

- Conducted right-of-way title for new pipeline(s) and replacement pipelines.
- Utilize sub-meter and sub-centimeter GPS surveying techniques, required for adequately locating tracts, infrastructure, and route selection.
- Incorporated GPS data with topographical, aerial, and parcel data from multiple sources to produce a comprehensive project map and dataset.
- Created presentation maps and illustrations for the following disciplines: right of way, environmental/archaeological, client and competitor leaseholds, and development services.
- Collaborated with various state, federal and private agencies for; road crossing permits, condemnation proceedings, environmental/archaeological surveys, railroad crossings and well permits.
- Worked closely with in-house and outside counsel on FERC project condemnation processes.

EDUCATION

Bachelor of Science (BS); Civil Engineering

2004

University of Kentucky, Lexington, KY

Associate of Applied Science (AAS); Civil Engineering Technology

2002

Lexington Community College, Lexington, KY

CERTIFICATIONS

Registered Professional Landman (RPL) Member #95029

2020

American Association of Professional Landmen

Easement or Right-of-way Agent (ERW) License #33493

2020

Texas Real Estate Commission

Texas Notary Commission ID #132337416

2020

Registered Landman (RL) Member #95029

2015

American Association of Professional Landmen

Autodesk University, Las Vegas, NV

2002

ArcView GIS Training Certificate

2001

PROFESSIONAL AFFILIATIONS

International Right of Way Association Chapter #8 (IRWA)

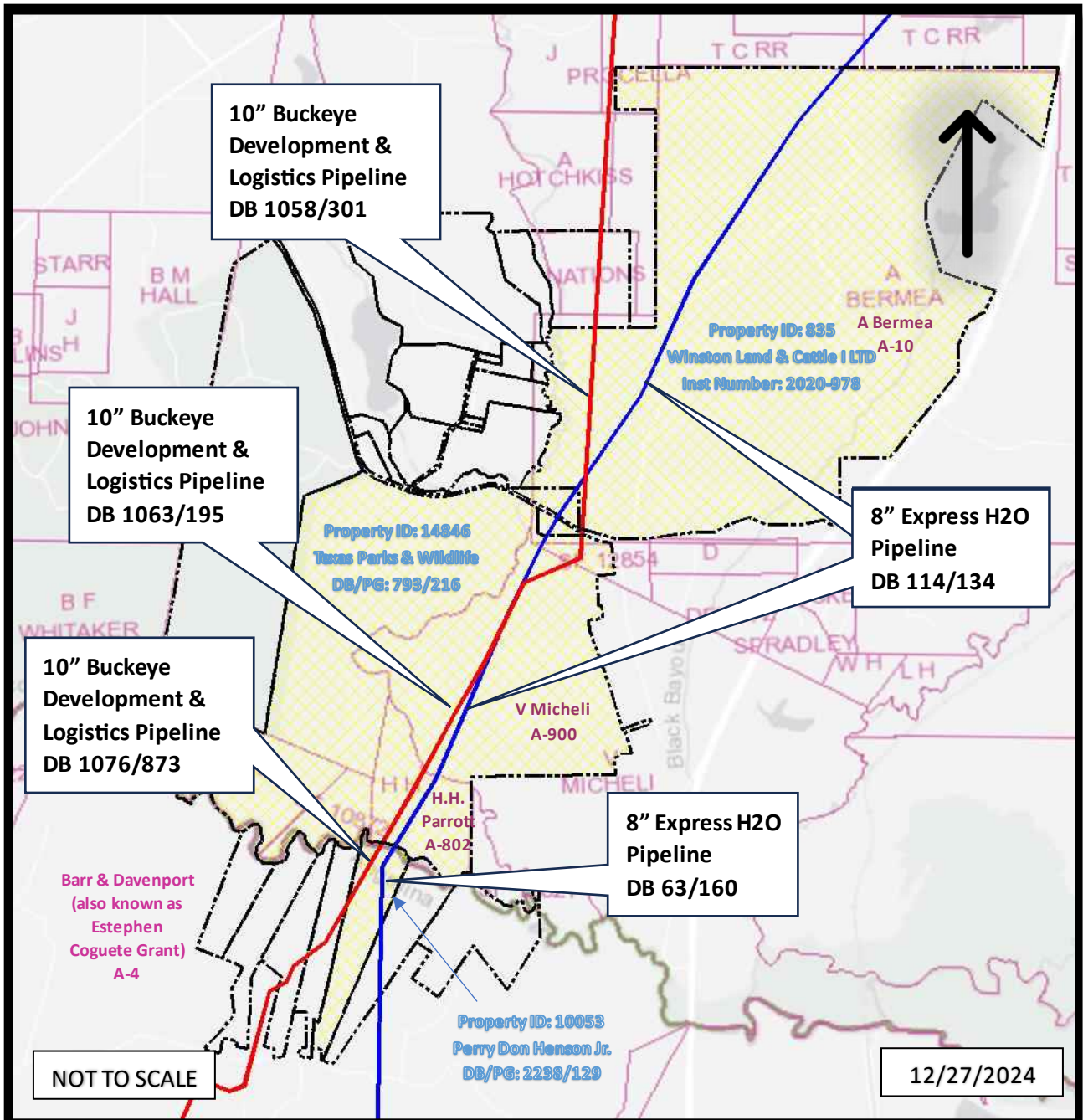
American Association of Professional Landmen (AAPL)

Michael Late Benedum Chapter of the AAPL (MLBC)

Houston Association of Professional Landmen (HAPL)

National Institute for Certifications in Engineering Technologies (NICET)

AutoDesk Users Group international (AUGI)



LEGEND

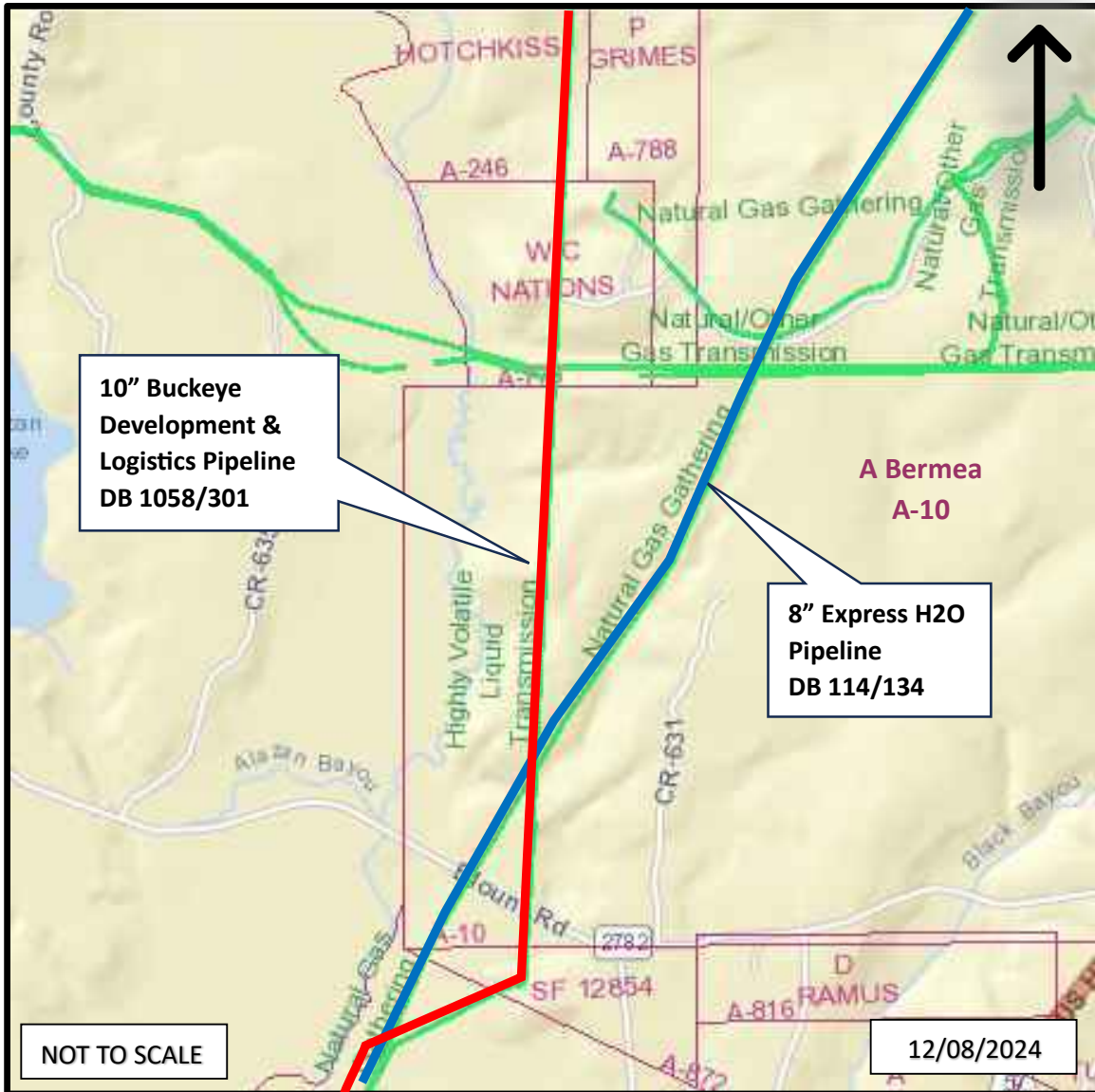
ABSTRACT	
PARCEL LINES	
EXPRESS H2O PIPELINE	
BUCKEYE PIPELINE	
EXPRESS EASEMENT AREA	

NOTE: This map is provided for illustrative purposes only. Accuracy of the Texas Railroad Commission map has not been verified.

EXPRESS H2O PIPELINE ENCROACHMENTS
 NACOGDOCHES & ANGELINA COUNTIES, TX
 Texas Railroad Commission Basemap



EXHIBIT A



LEGEND

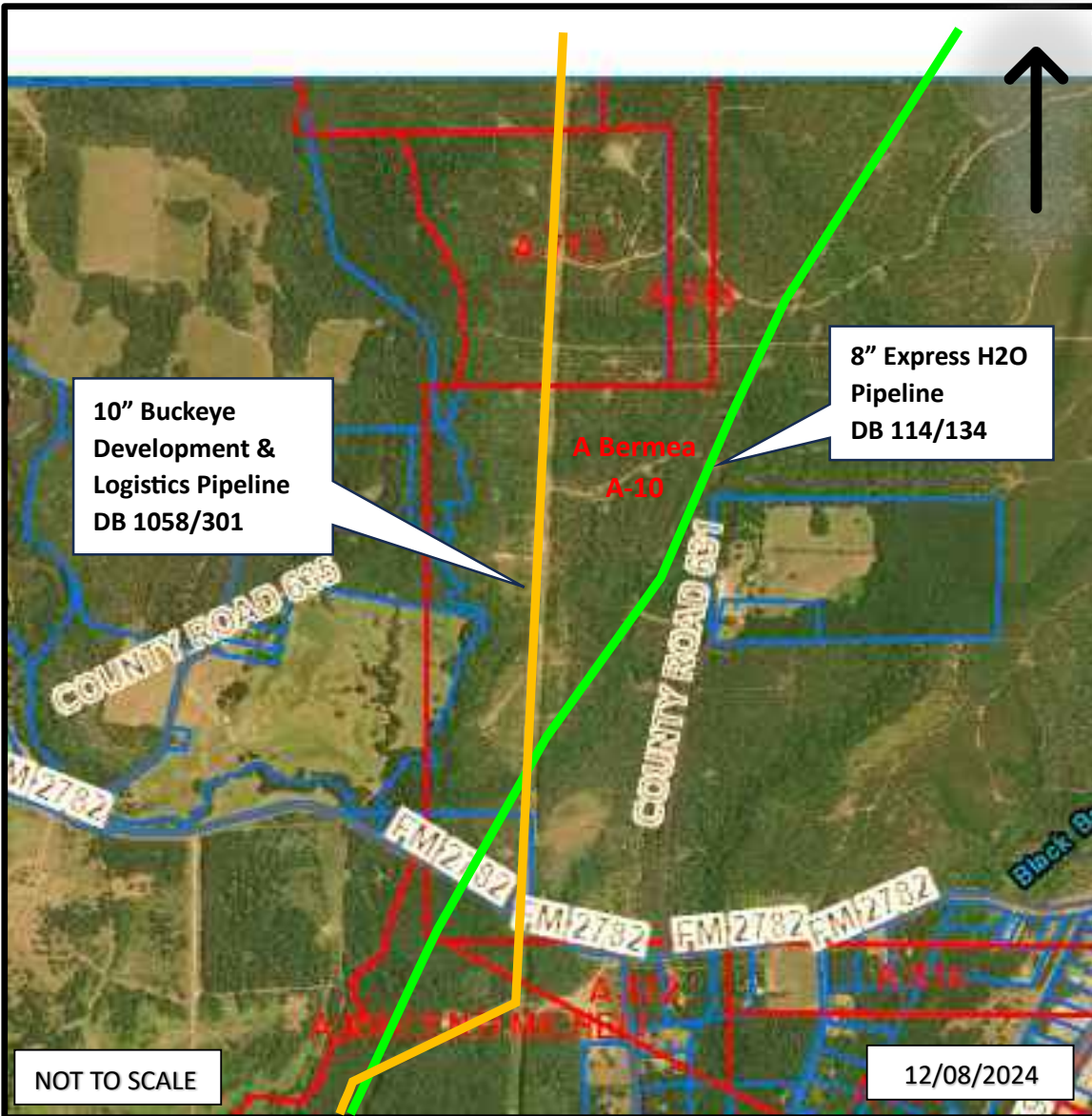
ABSTRACT	
EXPRESS H2O PIPELINE	
BUCKEYE PIPELINE	
OTHER PIPELINES	





NOTE: This map is provided for illustrative purposes only. Accuracy of the Texas Railroad Commission map has not been verified.

**EXPRESS H2O PIPELINE
ENCROACHMENT – LOCATION 1**
A BERMEA SURVEY A-10
NACOGDOCHES COUNTY, TX
Texas Railroad Commission Basemap



EXHIBIT B



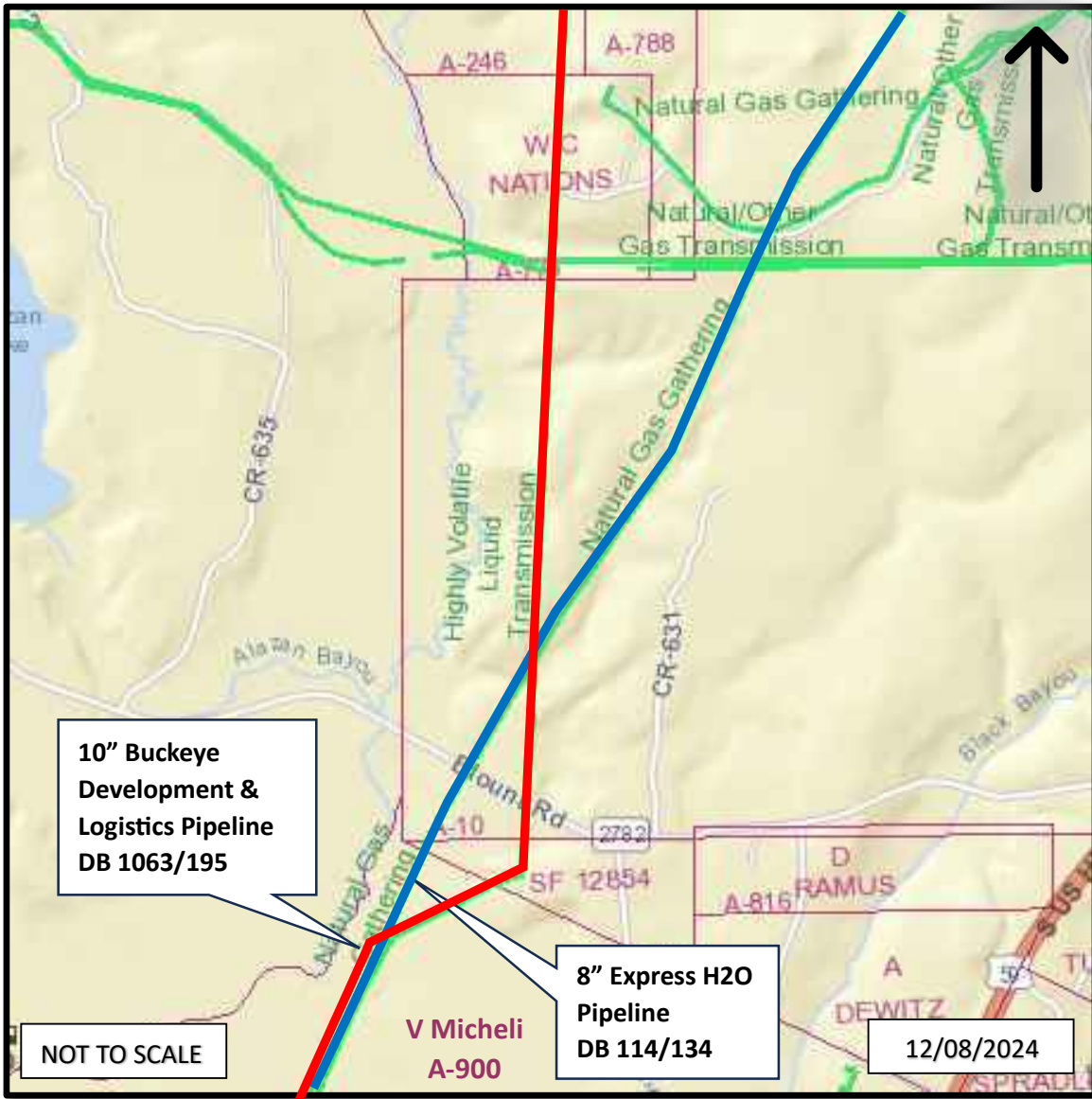
LEGEND	
ABSTRACT	
TAX MAP PARCEL	
EXPRESS H2O PIPELINE	
BUCKEYE PIPELINE	

**EXPRESS H2O PIPELINE
ENCROACHMENT – LOCATION 1**
A BERMEA SURVEY A-10
NACOGDOCHES COUNTY, TX
Nacogdoches County CAD Basemap

NOTE: This map is provided for illustrative purposes only. Accuracy of the Nacogdoches County CAD map has not been verified.



EXHIBIT C



LEGEND

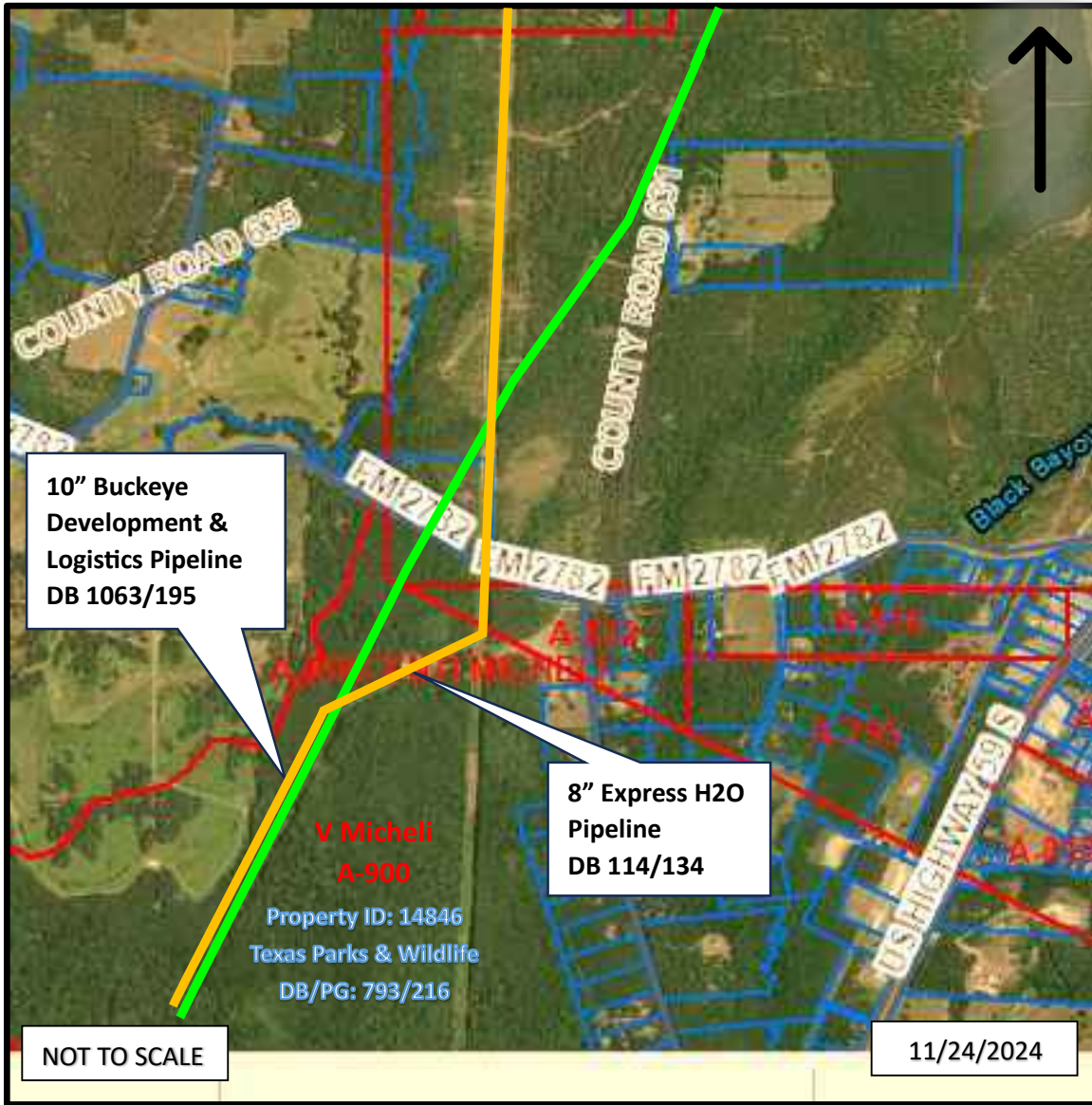
- ABSTRACT
- EXPRESS H2O PIPELINE
- BUCKEYE PIPELINE
- OTHER PIPELINES

NOTE: This map is provided for illustrative purposes only. Accuracy of the Texas Railroad Commission map has not been verified.

**EXPRESS H2O PIPELINE
ENCROACHMENT – LOCATION 2**
V MICHELI SURVEY A-900
NACOGDOCHES COUNTY, TX
Texas Railroad Commission Basemap



EXHIBIT D



10" Buckeye
Development &
Logistics Pipeline
DB 1063/195





8" Express H2O
Pipeline
DB 114/134

V Micheli
A-900
Property ID: 14846
Texas Parks & Wildlife
DB/PG: 793/216

NOT TO SCALE

11/24/2024

LEGEND

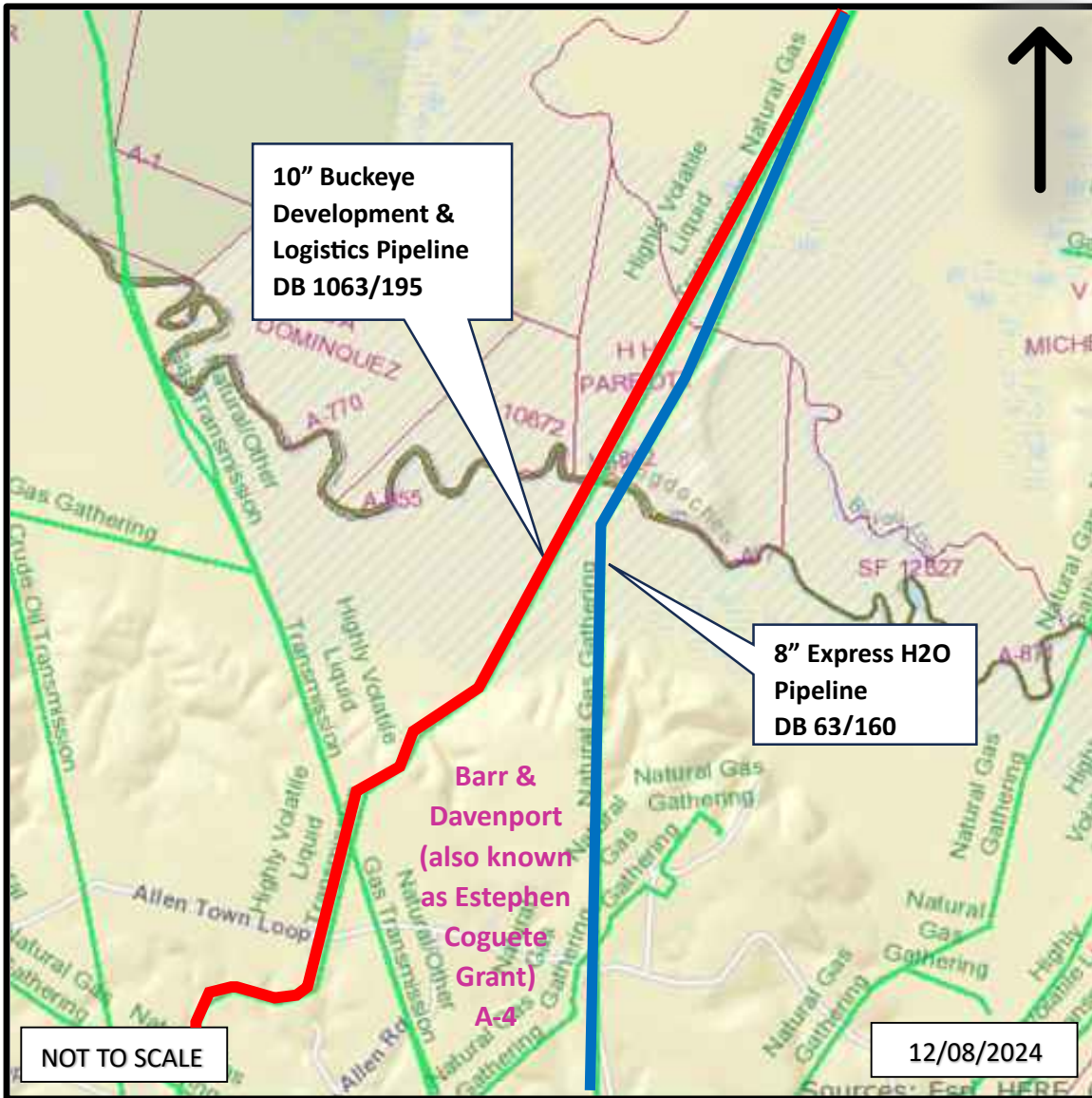
ABSTRACT	
TAX MAP PARCEL	
EXPRESS H2O PIPELINE	
BUCKEYE PIPELINE	

**EXPRESS H2O PIPELINE
ENCROACHMENT – LOCATION 2**
V MICHELI SURVEY A-900
NACOGDOCHES COUNTY, TX
Nacogdoches County CAD Basemap





NOTE: This map is provided for illustrative purposes only. Accuracy of the Nacogdoches County CAD map has not been verified.



EXHIBIT E



LEGEND

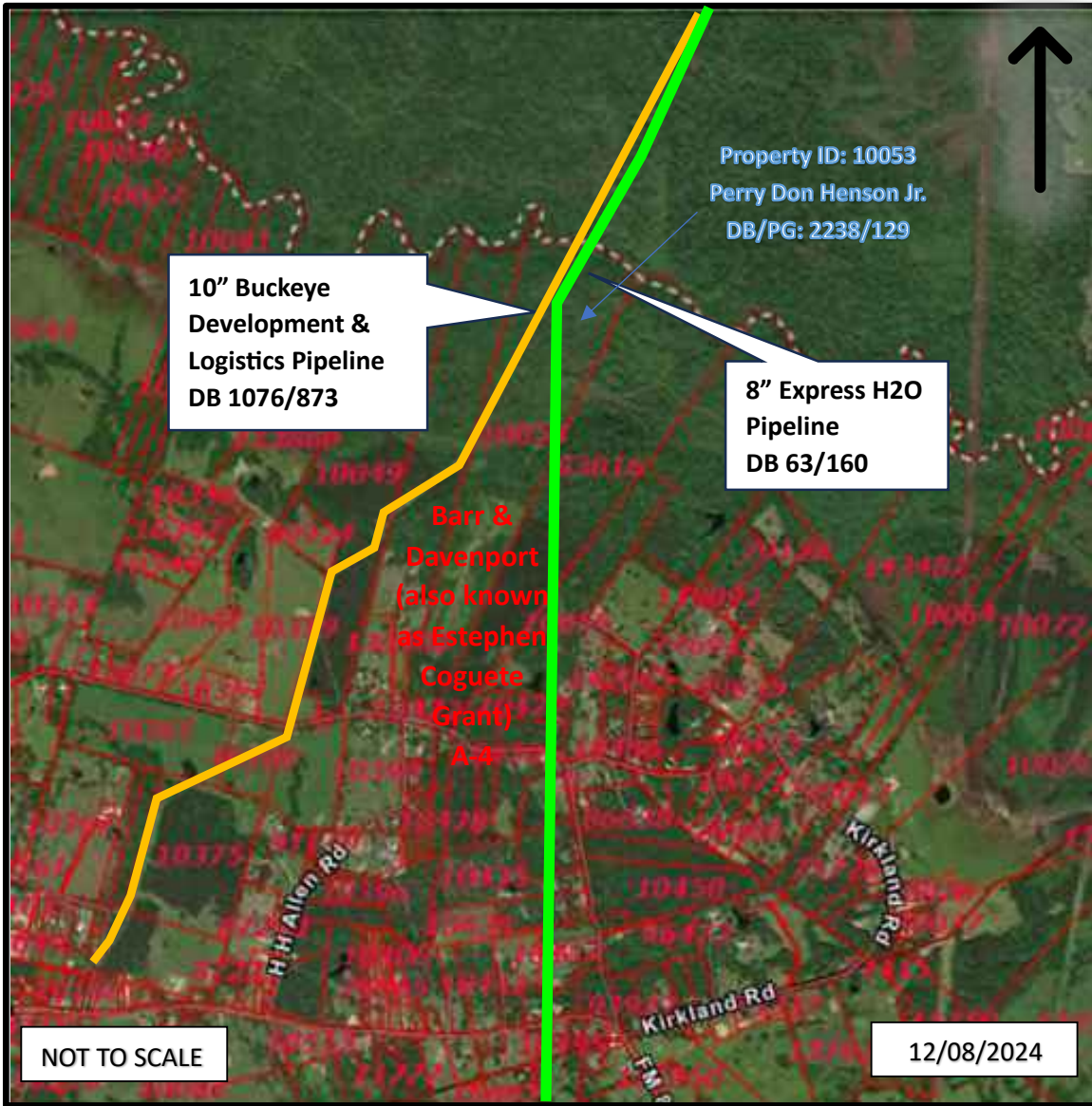
ABSTRACT	
EXPRESS H2O PIPELINE	
BUCKEYE PIPELINE	
OTHER PIPELINES	





**EXPRESS H2O PIPELINE
ENCROACHMENT – LOCATION 3**
BARR & DAVENPORT
(ALSO KNOWN AS ESTEPHEN COGUETE GRANT)
ANGELINA COUNTY, TX
Texas Railroad Commission Basemap

NOTE: This map is provided for illustrative purposes only. Accuracy of the Texas Railroad Commission map has not been verified.



EXHIBIT F



LEGEND	
ABSTRACT	
TAX MAP PARCEL	
EXPRESS H2O PIPELINE	
BUCKEYE PIPELINE	

**EXPRESS H2O PIPELINE
ENCROACHMENT – LOCATION 3**
BARR & DAVENPORT
(ALSO KNOWN AS ESTEPHEN COQUETE GRANT)
SURVEY A-4
ANGELINA COUNTY, TX

NOTE: This map is provided for illustrative purposes only. Accuracy of the Nacogdoches County CAD map has not been verified.



Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Tracy Neal on behalf of Scott Skelton

Bar No. 00784979

tneal@ssbww.law

Envelope ID: 96057249

Filing Code Description: Motion (No Fee)

Filing Description: Plaintiff's Motion for Partial Summary Judgment

Granting Declaratory Relief - Part 3 - Final

Status as of 1/10/2025 8:48 AM CST

Associated Case Party: EXPRESS H2O PIPELINE AND ROW LLC.

Name	BarNumber	Email	TimestampSubmitted	Status
Scott CSkelton		sskelton@ssbww.law	1/9/2025 4:52:13 PM	SENT
Tanner Franklin	24082506	tanner@thegoodlawyer.com	1/9/2025 4:52:13 PM	SENT
Tracy Neal		tneal@ssbww.law	1/9/2025 4:52:13 PM	SENT
Christopher JSachitano		sach@sachlaw.com	1/9/2025 4:52:13 PM	SENT
Melanie Arnold		melanie@thegoodlawyer.com	1/9/2025 4:52:13 PM	SENT
Bailey JWingate		Bailey@wingatelaw.com	1/9/2025 4:52:13 PM	SENT

Associated Case Party: WESTLAKE CHEMICAL OPCO, LP

Name	BarNumber	Email	TimestampSubmitted	Status
Curtis (Curt) W.Fenley		cfenley@fenley-bate.com	1/9/2025 4:52:13 PM	SENT
Gus Atchison		gatchison@fenley-bate.com	1/9/2025 4:52:13 PM	SENT

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Yvette Latin		ylatin@fenley-bate.com	1/9/2025 4:52:13 PM	SENT
Susie Aguilar		saguilar@fenley-bate.com	1/9/2025 4:52:13 PM	SENT
Angee Owens		aowens@fenley-bate.com	1/9/2025 4:52:13 PM	SENT