

**NOTICE OF CONFIDENTIALITY RIGHTS: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: Your social security number or your driver's license number.**

**RECIPROCAL ACCESS EASEMENT AND MAINTENANCE AGREEMENT**

This Reciprocal Access Easement and Maintenance Agreement (the "Agreement") is entered into as of this 15th day of February, 2024, by and between **BASIN INDUSTRIAL OUTFITTERS, LLC**, a Texas limited liability company ("BASIN INDUSTRIAL") and **TRIPLE S OILFIELD SERVICES, LLC** ("Triple S").

**RECITALS**

A. This Agreement pertains to the 50' private road and utility easement currently known as Silver Fox Trail and shown on the plat of record for Westcliff Industrial Park in Cabinet C, Page 129-C, Plat Records, Ector County, Texas (the "Easement"). A copy of the plat is attached hereto as Exhibit "A."

B. The lot owners within the Westcliff Industrial Park Subdivision desire to enter into this Agreement to allow all current and future lot owners reciprocal access across the Easement and to provide for an agreement on the maintenance of the Easement.

C. BASIN INDUSTRIAL is the current owner of Lots 3, 4, 5, 6, and the south part of Lot 2 that lies within the Easement.

D. TRIPLE S has signed a contract to purchase Lot 3 and the south part of Lot 2 that lies within the Easement from BASIN INDUSTRIAL.

**AGREEMENT**

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and Ten Dollars (\$10.00) and other good and valuable consideration received by the parties hereto, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Grant of Easements.** BASIN INDUSTRIAL and TRIPLE S do hereby GRANT, BARGAIN, SELL AND CONVEY, subject to, however any and all encumbrances, restrictions, easements and other matters filed of record to the extent the same are valid and existing on the date hereto, to each other, for the benefit of each other and their respective lessees, sublessees, licensees, successors and assigns, agents, employees, customers, guests and invitees, a perpetual, non-exclusive access easement for ordinary and unrestricted vehicular and pedestrian ingress, egress and passageway upon, over and across the Easement.

2. **Maintenance, Repair and Use of the Easement.** BASIN INDUSTRIAL and TRIPLE S do hereby agree that the Owners of Lots 3, 4, 5, and 6 shall be responsible for performing or causing to be performed the repair and maintenance of the Easement. All costs of repair and maintenance shall be shared in the following proportions: 25% by the owner of Lot 3; 25% by the owner of Lot 4; 25% by the owner of Lot 5; and 25% by the owner of Lot 6. The lot owner performing the repairs is entitled to reimbursement from the other lot owners in these percentages.

3. **Compliance/Operation.** BASIN INDUSTRIAL and TRIPLE S, and their successors and assigns, shall timely comply with all governmental requirements, laws, rules, regulations, ordinances or permits, whether local, state or federal with regard to its Property.

4. **No Obstructions.** Each party hereby agrees that no obstruction, fence, wall or barricade which would in any way obstruct or hinder the easements granted hereto shall be erected, maintained or placed on the Easement.

5. **No Public Dedication.** Nothing contained herein will be deemed to constitute a grant to any public agency or governmental authority, or a public dedication, as it is the intention of the parties that this Agreement shall be strictly limited to and for the purposes expressed herein.

6. **Successors and Assigns.** The rights and obligations contained herein shall bind and inure to the benefit of the respective successors and assigns of the party hereto.

7. **Amendment.** This Agreement may be modified only by a written agreement of the then current owners of Lots 3, 4, 5, and 6, of Westcliff Industrial Park, a Subdivision of Ector County, Texas.

8. **Notices.** All notices, demands, requests and other communications required or permitted hereunder shall be in writing, and shall and shall be personally delivered, or by FedEx or other regularly scheduled overnight courier, or by United States mail, registered or certified, postage fully prepaid, addressed to the addressee at its address on record with the Ector County Appraisal District, or at such other address as such party may have specified theretofore by notice delivered in accordance with this section. Any such notices, demands, requests, and other communications shall be deemed to be delivered and effective on the date actually received or refused if a business day and, if not, the next business day.

9. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

10. **Default.** In the event either party defaults in the performance of any of its obligations required to be observed or performed by such party pursuant to this Agreement, the non-defaulting party shall have the right, but not the obligation, upon the expiration of thirty (30) days' written notice to the defaulting party, to cure such default for the account of and at the

expense of the defaulting party, provided that the defaulting party has not, prior to the expiration of such (30) days' notice period, cured the default or commenced to cure the same.

11. **Governing Law.** This Agreement shall be constructed in accordance with the laws of the State of Texas and venue shall be exclusively in Ector County, Texas.

12. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provisions shall be fully severable; this Agreement shall be constructed and enforced as if such illegal, invalid or unenforceable provision or by its severance from its agreement.

This Agreement becomes effective only if signed by all the parties hereunder. Effective as of the date first set forth above.

**BASIN INDUSTRIAL OUTFITTERS, LLC**

By: \_\_\_\_\_  
Rodrigo A. Cereceres, Jr., Member

By: \_\_\_\_\_  
Lee Roy Ramirez, Managing Member

THE STATE OF TEXAS     §  
  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_ day of February, 2024, by Rodrigo A. Cereceres, Jr., Member and Lee Roy Ramirez, Member, of **BASIN INDUSTRIAL OUTFITTERS, LLC**, a Texas limited liability company, on behalf of said company.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

**TRIPLE S OILFIELD SERVICES, LLC**

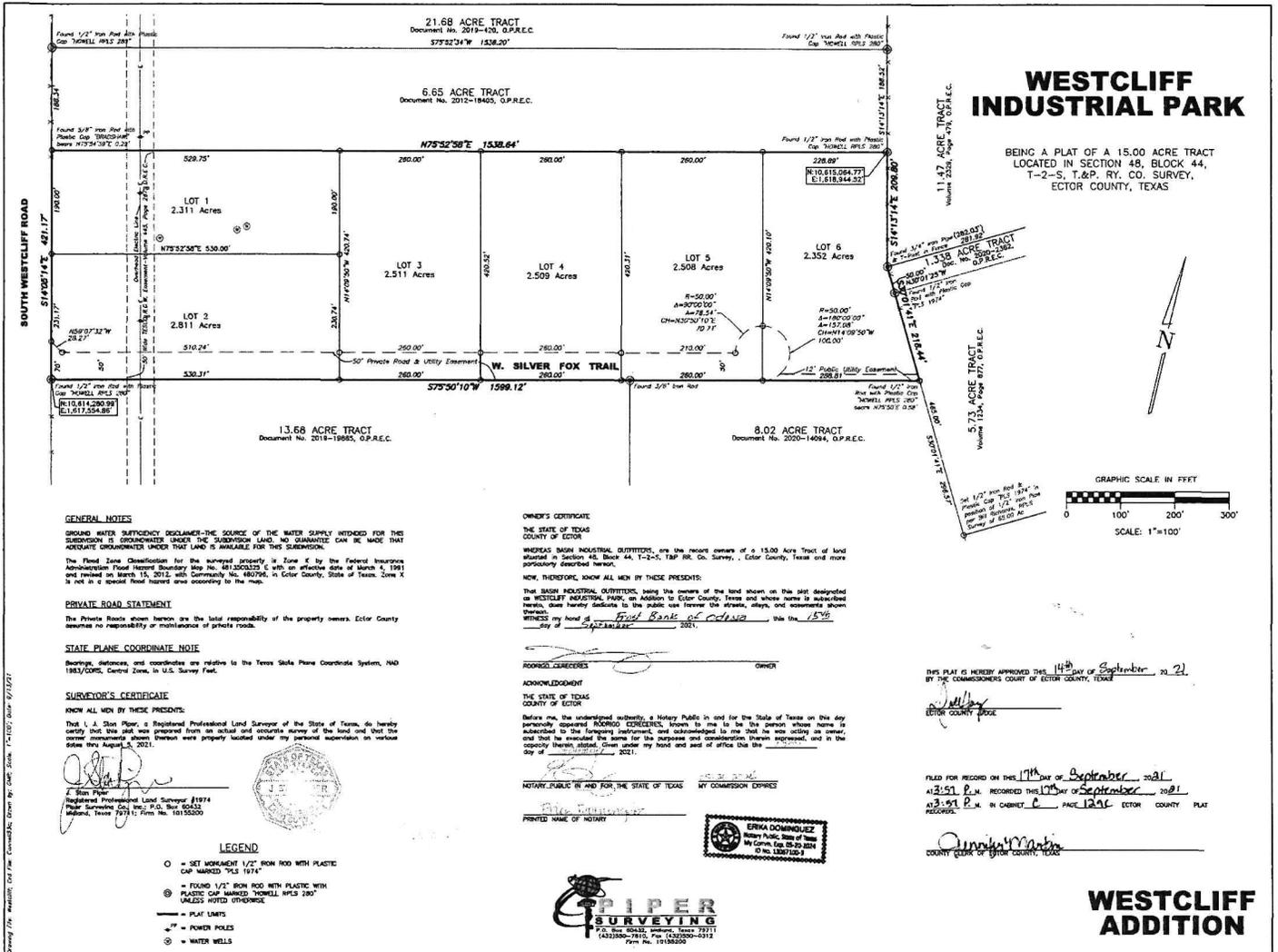
\_\_\_\_\_  
By: Sergio Carrasco, Managing Member

THE STATE OF TEXAS           §  
  §  
COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me on the \_\_\_\_\_ day of **February, 2024**, by Sergio Carrasco, Managing Member of **Triple S Oilfield Services, LLC** on behalf of said company.

\_\_\_\_\_  
NOTARY PUBLIC

# EXHIBIT A



## WESTCLIFF INDUSTRIAL PARK

BEING A PLAT OF A 15.00 ACRE TRACT  
LOCATED IN SECTION 48, BLOCK 44,  
T-2-S, T.&P. RY. CO. SURVEY,  
ECTOR COUNTY, TEXAS

**GENERAL NOTES**

GROUND WATER SUFFICIENCY DETERMINES THE SOURCE OF THE WATER SUPPLY WITHIN FOR THE SUBDIVISION IS GUARANTEED UNDER THE SUBDIVISION LAND NO GUARANTEE CAN BE MADE THAT ADEQUATE UNDEVELOPED UNDER THAT LAND IS AVAILABLE FOR THIS SUBDIVISION.

The Flood Zone Classification for the surveyed property is Zone X if by the Federal Insurance Administration Flood Hazard Boundary Map No. 481350322C with an effective date of March 4, 1991 and revised on March 15, 2015 with Community No. 480796, in Ector County, State of Texas. Zone X is not in a special flood hazard area according to the map.

**PRIVATE ROAD STATEMENT**

The Private Roads shown herein are the total responsibility of the property owners. Ector County assumes no responsibility or maintenance of private roads.

**STATE PLANE COORDINATE NOTE**

Bearings, distances, and coordinates are relative to the Texas State Plane Coordinate System, NAD 1983/CORS, Central Zone, in U.S. Survey Feet.

**SURVEYOR'S CERTIFICATE**

KNOW ALL MEN BY THESE PRESENTS:

That J. Alan Piper, a Registered Professional Land Surveyor of the State of Texas, do hereby certify that this plat was prepared from an actual and accurate survey of the land and that the corner monuments shown thereon were properly located under my personal supervision on various dates from August 5, 2021.

*[Signature]*  
J. Alan Piper  
Registered Professional Land Surveyor #1974  
Piper Surveying Co., Inc., P.O. Box 6003  
Midland, Texas 79711; Firm No. 10155200



- LEGEND**
- = SET WORKMENT 1/2" IRON ROD WITH PLASTIC CAP MARKED "PLS 1674"
  - ⊙ = FOUND 1/2" IRON ROD WITH PLASTIC WITH PLASTIC CAP MARKED "NOMELL WPLS 190" UNLESS NOTED OTHERWISE
  - = PLAT LIMITS
  - ⚡ = POWER POLES
  - ⊗ = WATER WELLS

**OWNER'S CERTIFICATE**

THE STATE OF TEXAS  
COUNTY OF ECTOR

WHEREAS MORGAN INDUSTRIAL OUTLET, are the record owners of a 15.00 Acre Tract of land situated in Section 48, Block 44, T-2-S, T&P RY. Co. Survey, Ector County, Texas and more particularly described herein.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That MORGAN INDUSTRIAL OUTLET, being the owners of the land shown on this plat designated as WESTCLIFF INDUSTRIAL PARK, an Addition to Ector County, Texas and whose name is subscribed herein, do hereby dedicate to the public use for use the streets, alleys, and easements shown thereon.

WITNESS my hand at Midland, Texas this 15th day of September, 2021.

\_\_\_\_\_  
MORGAN INDUSTRIAL OUTLET  
OWNER

**ACKNOWLEDGMENT**

THE STATE OF TEXAS  
COUNTY OF ECTOR

Before me, the undersigned authority, a Notary Public in and for the State of Texas on this day personally appeared MORGAN INDUSTRIAL OUTLET, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he was acting as owner, and that he executed the same for the purpose and consideration therein expressed, and in the capacity therein stated, given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS  
MY COMMISSION EXPIRES \_\_\_\_\_

PRINTED NAME OF NOTARY \_\_\_\_\_

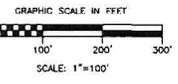


THIS PLAT IS HEREBY APPROVED THIS 14th day of September, 2021  
BY THE COMMISSIONERS COURT OF ECTOR COUNTY, TEXAS

\_\_\_\_\_  
ECTOR COUNTY CLERK

FILED FOR RECORD ON THIS 17th day of September, 2021  
AT 3:51 P.M. IN CABINET 6 PAGE 1296 ECTOR COUNTY PLAT RECORDS.

\_\_\_\_\_  
COUNTY CLERK OF ECTOR COUNTY, TEXAS



## WESTCLIFF ADDITION