

UNITED STATES DEPARTMENT OF AGRICULTURE
Rural Utilities Service

RIGHT-OF-WAY EASEMENT
(General Type Easement)

KNOW ALL MEN BY THESE PRESENTS, that **Sabinal Properties, L.P.**, herein represented by its General Partner, Kevin Allen whose mailing address is P.O. Box 80909, Midland, Texas 79708-0909 (hereinafter called "Grantor"), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by **SOUTHWEST SANDHILLS WSC** (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter access and use, operate, inspect, repair, maintain, replace, upgrade, parallel and remove water distribution line and appurtenances, over and across Grantors land, more particularly described in instrument recorded in Vol. 1042, Page 136, Deed Records, Ward County, Texas, more fully depicted in Exhibit "A" attached hereto and made a part of for all purposes, together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as installed.

Grantee shall have such other rights and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation, (1) the reasonable right of ingress and egress over and across lands owned by Grantor which are contiguous to the easement; (2) the reasonable right from time to time to remove any and all paving, undergrowth and other obstructions that may injure Grantee's facilities and appurtenances or interfere with the construction, maintenance, inspection, operation, protection, repair, alteration, testing, replacement, upgrading, relocation (as above limited), substitution or removal thereof; and (3) the rights to abandon-in-place any and all water supply lines, service lines and associated appurtenances, such that Grantee shall have no obligation or liability to Grantor, or their successors or assigns, to move or remove any such abandoned lines or appurtenances.

In the event the easement hereby granted abuts on a public road and the county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land described above for the purpose of laterally relocating said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated. Notwithstanding anything to the contrary in this Agreement, in the event that Grantee or its successors or assigns shall cease to use the Waterline Easement for a period of twenty four (24) consecutive months, then such Waterline Easement shall automatically cease and revert to, and re-vest in, as applicable, Grantor or the then owner of the Grantor's Land.


The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantor's premises. Upon installation and burial of the waterline, Grantee shall restore and clean the surface of the Easement Property to similar or better condition in which the same was found before such work was begun. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the easement herein granted to Grantee, or Grantee's successors and assigns, against every person whomsoever claiming, or to claim, the same or any part thereof.

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

IN WITNESS WHEREOF the said Grantor has executed this instrument this 20th day of March, 2020

GRANTOR:
Sabinal Properties, L.P.
By Sabinal Enterprises Inc., G.P.

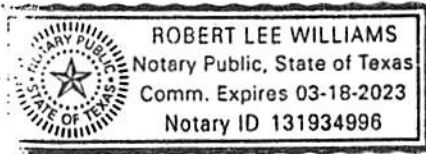

By: KEVIN ALLEN, President
Sabinal Enterprises Inc.

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

This instrument was acknowledged before me on March 20, 2020, by Kevin Allen, President of Sabinal Enterprises, Inc., on behalf of said company and acknowledged to me that he executed the instrument free and voluntarily for the uses and purposes herein set forth.

(SEAL)




Notary Public, State of Texas



SABINAL PROPERITES, L.P.
TX475-N-63-015


63


Ward

G&MMB&A
BLKN

-LEGEND-

Parcel:

 TX475-N-63-015
Sabinal Properties, L.P.

 Proposed Water Line
± 36.94'
± 2.24 Rods



Permian Lodging Proposed WaterLine
Ward County, Texas
August 26, 2019



Prepared by
SCHOEFFLER
ENERGY GROUP

LAFAYETTE OFFICE
224 Rue Du Jardin - Lafayette, LA 70508
337-232-1122 office • 337-332-1372 fax

1 inch = 140 feet

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SCHOEFFLER ENERGY GROUP INC
OPERATING ACCOUNT
224 RUE DE JEAN
LAFAYETTE, LA 70508

1/2/2020

PAY TO THE ORDER OF Sabinal Properties, LP

\$ **5,000.00

Five Thousand and 00/100*****

DOLLARS

Sabinal Properties, LP
P.O. Box 80909
Midland, Texas 79708

VOID AFTER 90 DAYS

MEMO

ROW TX475-N-63-015, Ward County, Texas



[Handwritten Signature]
AUTHORIZED SIGNATURE

⑈007466⑈ ⑆06520246⑆ 004037⑆⑈

SCHOEFFLER ENERGY GROUP INC

OPERATING ACCOUNT

7466

Sabinal Properties, LP

1/2/2020

ROW TX475-N-63-015, Ward County, Texas

5,000.00

WSB

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5,000.00

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