



AFTER RECORDING RETURN TO:
Stubbeman, McRae, Sealy, Laughlin & Browder, Inc.
550 West Texas
Ave., Ste. 800
Midland, TX
79701

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.

Access Easement Agreement

Date: May 14, 2015

Grantor: STEEPLE O RANCH, LLC, a Texas limited liability company

Grantor's Mailing Address: P.O. Box 1911, Monahans, Ward County, TX 79756

Grantees and Mailing Addresses:

Edwards Sperduti Investments, LP
6001 Bridge St., Fort Worth, Tarrant County, TX 76112

Rock House Investment, LLC
P.O. Box 1110, Monahans, Ward County, TX 79785

Sabinal Properties, LP
P.O. Box 80909, Midland, Midland County, TX 79708-0909

Dominant Estate Property: The following real property of Grantor in Ward County, Texas ("the Benefitted Property"): Grantor's interest in real property in Sections 47, 48, 53 and 54, Block N, G. & M.M.B. & A Surveys, and in Sections 4, 5, 6, and 25, Block B-19, Public School Lands, Ward County, Texas.

Easement Property: The various easements in Ward County, Texas as more particularly described by metes and bounds in the attached Exhibit "A" ("the Easements")

Easement Purpose: The purpose of the Easements is for providing pedestrian and car and light truck, and standard trucking traffic associated with Grantees' normal business uses including, but not limited to, delivery and shipping of materials by heavy (18-wheeler type) vehicular ingress and egress to and from the Benefitted Property, and portions thereof, to and from State Highway 18, Monahans, Ward County, Texas, for the Benefitted Property's use. The easement does not include the right to lay water, wastewater, electrical, cable, or any other surface or sub-surface utility lines.

Consideration: Good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor.

Reservations from Conveyance: Grantor, as owner of Grantor's Property, and for the benefit of Grantor's successors and assigns, reserves the right to place, construct, operate, repair, replace and maintain utility lines and facilities (including without limitation, water, wastewater, stormwater and drainage, gas, electric, telephone, and cable television lines and systems), public or private streets or roads, driveways, parking areas, fences and landscaping, in, over, under and across the Easement Property, and to grant public and/or private easements for such purposes, and to raise or lower the level of the surface of the Easement Property; PROVIDED that: (a) such use the Easement Property not unreasonably interfere with or prevent the use of the Easement Property or any Additional Easement Area by Grantees for the purposes for which the Easement is granted; (b) no permanent structures or improvements (other than the Facilities) shall be installed, placed or constructed on the surface of the Easement Property, nor shall any changes or modifications of the Facilities be made without first obtaining the prior consent of Grantees; and (c) any proposed improvements, easements or conflicting use of the Easement Property or any Additional Easement Area shall be subject to the prior approval of Grantees.

Exceptions to Warranty: This conveyance is made by Grantor and accepted by Grantees subject to any and all existing easements, covenants, rights-of-way, conditions, restrictions, outstanding mineral interests and royalty interests, if any, relating to the Easement Property, to the extent, and only to the extent, that the same may still be in force and effect, and either shown of record in the office of the County Clerk of the County in which any part of the Property is located, or that may be apparent on the Property.

Grant of Easement: Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantees and Grantees' heirs, successors, and assigns an easement over, on, and across the Easement Property for the Easement Purpose and for the benefit of the Dominant Estate Property, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easements"), to have and to hold the Easement to Grantees and Grantees' heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantees and Grantees' heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part thereof, except as to the Reservations from Conveyance and Exceptions to Warranty, to the extent that such claim arises by, through, or under Grantor but not otherwise.

Terms and Conditions: The following terms and conditions apply to the Easement granted by this agreement:

1. *Character of Easement.* The Easement is appurtenant to and runs with all or any portion of the Dominant Estate Property, whether or not the Easement is referenced or described

in any conveyance of all or such portion of the Dominant Estate Property. The Easement is nonexclusive and irrevocable. The Easement is for the benefit of Grantees and Grantees' heirs, successors, and assigns who at any time own the Dominant Estate Property or any interest in the Dominant Estate Property (as applicable, the "Holder").

2. *Duration of Easement.* The duration of the Easement is perpetual, unless terminated earlier by public dedication.

3. *Reservation of Rights.* Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to continue to use and enjoy the surface of the Easement Property for all purposes that do not interfere with or interrupt the use or enjoyment of the Easement by Holder for the Easement Purposes.

Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to use all or part of the Easement in conjunction with Holder and the right to convey to others the right to use all or part of the Easement in conjunction with Holder, as long as such further conveyance is subject to the terms of this agreement and the other users agree to bear a proportionate part of the costs of improving and maintaining the Easement.

Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to dedicate the Easement Property to the Public. Grantees (Holder), by execution of this Access Easement consents to the public dedication of the Easement Property at such time that Grantor elects to dedicate the Easement Property to the public. Grantees further agrees to execute any documents consenting to the dedication and irrevocably grants to the Grantor a specific power of attorney to act on behalf of Holder in performing the dedication.

4. *Secondary Easement.* Holder has the right (the "Secondary Easement") to use as much of the surface of the property that is adjacent to the Easement Property ("Adjacent Property") abutting Grantees' property (the "Dominant Estate") as may be reasonably necessary to install and maintain an access road on to Holder's Property, and reasonably suited for the Easement Purpose within the Easement Property. Holder, at Holder's sole cost and expense, has the right to construct, install, maintain, replace, and remove an access road with all culverts, bridges, drainage ditches, sewer facilities, and similar or related utilities and facilities that is adjacent to any portion of the Easement Property (collectively, the "Road Improvements"). However, Holder must promptly restore the Adjacent Property to its previous physical condition if changed by use of the rights granted by this Secondary Easement. Holder has the right to remove or relocate any fences within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Road Improvements or for the road to continue onto other lands or easements owned by Holder and adjacent to the Easement Property, subject to replacement of the fences to their original condition on the completion of the work.

Grantees shall not permit any improvements in the Easement Property or within the Secondary Easement to obstruct the drainage of surface water across the Easement Property in a manner that causes flooding of any portion of Grantor's Property. If Grantees, or the owner of any part of the Benefitted Property, permits improvements in the Easement Property to obstruct the drainage of surface water and cause flooding of Grantor's Property, Grantor (or the then owner of any portion of Grantor's Property), at any time, in the event immediate curative work is required,

the owner of any part of Grantor's Property shall have the right to cause the required emergency curative work to be performed, without the necessity of prior notice to any owner of the Benefitted Property. By performing the activities described in this paragraph, Grantor (or the then owners of any part of Grantor's Property) shall assume no responsibility, liability, or obligation for those activities other than avoidable damage caused to the Easement Facilities by the gross negligence of its (or their) employees or agents. Each owner of any portion of the Benefitted Property shall be jointly and severally liable to Grantor (or the then owners of any part of Grantor's Property) for reimbursement of all costs incurred by Grantor, or the then owners, in performing the activities described in this paragraph, and for all consequential damages to Grantor's Property caused by the flooding.

Grantor shall have the right to review any proposed improvements or additional use of the Easement Property or Secondary Easement by Grantees or any of Grantees' other assignees, to determine the effect, if any, on the public utilities then located within the Easement Property. Prior to granting its consent for other easement improvements, Grantor may require reasonable safeguards to protect the integrity of any such then existing public utilities.

5. *Improvement and Maintenance of Easement Property.* Each of the owners of any part of the Benefitted Property shall each be responsible for such owner's Pro-rata Share (as hereinafter defined) of the costs incurred for the maintenance, operation, repair, and compliance with all laws, regulations and ordinances affecting the Easement Property, including all regular and routine maintenance and repairs as well as Emergency Maintenance and Repairs, as provided in this Agreement.

For purposes of this Agreement, each Benefitted Property owner's "Pro-rata Share" of the Maintenance Costs shall be a percentage of such maintenance costs, the numerator of which percentage is the number of acres contained with such owner's Lot and the denominator of which is the total number of acres contained within all of the Benefitted Property. Each owner of any part of the Benefitted Property shall pay such owner's Pro-rata Share of the maintenance costs within ten (10) days after receipt of notice of the total amount of the maintenance costs from the party incurring the maintenance costs as provided in this agreement, which notice shall include copies of invoices, statements, paid receipts or other evidence of the Maintenance Costs.

6. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

7. *Attorney's Fees.* If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

8. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.

9. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.

10. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

11. *Waiver of Default.* It is not a waiver of or consent to default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

12. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

13. *Indemnity.* Grantees shall be solely responsible for any damages resulting from the activities of Grantees hereunder or the use of the Easement Property or any other portion of Grantor's Property by Grantees, or Grantees' employees, agents, contractors, customers, or invitees. Grantees shall indemnify Grantor, in accordance with law, against any loss and damage which shall be caused by the exercise of the rights granted under this agreement or by any wrongful or negligent act or omission of Grantees' agents, employees or contractors in the course of their employment. Nothing contained herein shall ever be construed to place upon Grantor any manner of liability for injury to or death of persons or for damage to or loss of property arising from or in any manner connected with the acts, conduct or negligence of Grantees, or its contractors, in the design, construction, or maintenance of the Easement Facilities.

14. *Entire Agreement.* This agreement and any exhibits are the entire agreement of the parties concerning the Dominant Estate Property, the Easement Property, and the grant of the Easement by Grantor to Grantees. There are no representations, agreements, warranties, or promises, and neither party is relying on any statements or representations of any agent of the other party, that are not in this agreement and any exhibits.

15. *Legal Construction.* If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

16. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

17. *Recitals.* Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement.

18. *Maintenance - Lien To Secure.* In addition to any other rights and remedies to which any party may be entitled, at law or in equity, Grantees hereby grant and impose on and against the Benefitted Property a lien to secure payment of the maintenance costs under the terms of this agreement and for the payment of any costs incurred in enforcing the payment of such maintenance costs, including reasonable attorney's fees. This lien shall be always subordinate to any purchase-money or improvements lien held by any third-party lender. A party entitled to reimbursement for the maintenance costs shall be authorized to enforce its lien through non-judicial foreclosure pursuant to Property Code, Chapter 51, as the same may be amended from time to time.

Grantees, on behalf of themselves and the future owners of any part of the Benefitted Property, hereby expressly grant to the party actually incurring maintenance costs hereunder a power of sale, through a trustee designated in writing by the party entitled to receive reimbursement, in connection with any such liens. However, prior to any foreclosure under the terms of this agreement, the owner of any part of the Benefitted Property subject to foreclosure and any lienholder with a lien against such part of the Benefitted Property shall be entitled to 30 days written notice of intent to foreclose, sent to the owner of such part of the Benefitted Property in accordance with the notice provisions herein set forth. Any party receiving notice shall have the right to cure any such default during such 30-day notice period.

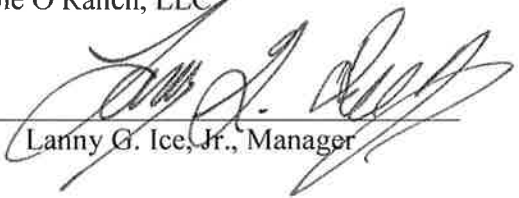
Grantees hereby covenant, and each purchaser of any part of the Benefitted Property, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to have covenanted and agreed to pay the Pro-rata Share of maintenance costs as provided herein and to have accepted such part of the Benefitted Property subject to the liens and obligations herein provided. Any party entitled to enforce said liens shall have the power to subordinate the aforesaid liens to any other lien. A party entitled to receive any payment secured by the liens hereby granted may prepare a written Notice of Lien setting forth the amount of the unpaid indebtedness, the name of the owner of the part of the Benefitted Property covered by such lien and a description of such part of the Benefitted Property. Such Notice of Lien may be recorded in the office of the County Clerk of Ward County, Texas, and such lien shall attach with the priority above set forth from the date that such indebtedness became delinquent.

Notwithstanding anything contained herein to the contrary, each owner of any part of Grantor's Property or the Benefitted Property shall be solely responsible for the cost of repairing any damage to the Easement Property or to the Additional Easement Area caused by such owner or such owner's contractors, tenants, employees or invitees; and each such owner shall defend,

indemnify and hold harmless the other owners of land within Grantor's Property and the Benefitted Property from and against any and all losses, claims, demands, and expenses incurred by or asserted against such other owners and such other owner's land from and against any liens, as a result of any intentional act or any negligent act or omission on the part of the indemnifying owner or such owner's contractors, tenants, employees, invitees or guests with respect to the Easement Property.

19. *Time.* Time is of the essence. Unless otherwise specified, all references to "days" mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

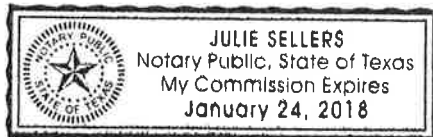
GRANTOR:
Steeple O Ranch, LLC

By: 
Lanny G. Ice, Jr., Manager

STATE OF TEXAS §
COUNTY OF WARD §

Before me, the undersigned authority, on this 14th day of May, 2015, personally appeared Lanny G. Ice, Jr., Manager of Steeple O Ranch, LLC, a Texas limited liability company, a person known to me who executed this instrument in such capacity and on behalf of the limited liability company.

Given under my hand and seal of office this 14th day of May, 2015.



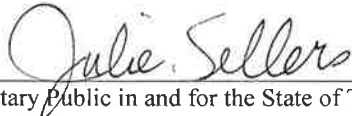

Notary Public in and for the State of Texas

EXHIBIT "A"
EASEMENTS

Tract 1: That certain strip of land 20 feet in width, crossing in Sections 47, 53 and 54, Block N, G. & M.M.B. & A. Surveys, and in Sections 4, 5 and 6, Block B-19, Public School Lands, Ward County, Texas, the centerline of survey being more particularly described as follows:

BEGINNING at a point in the Easterly right-of-way line of platted Steeple O Parkway, from which the Southeast corner of Steeple O Estates, Phase I bears S.16°25'55"E. 1167.3 feet, and from said Southeast corner of Steeple O Estates, Phase I, the common corner of said Sections 47, 48, 53 and 54 bears N.73°34'05"E. 2766.1 feet; (Bearings are compared to the Texas Coordinate System of 1983, Central

Zone. Distances are surface.)

THENCE S.81°52'40"E., with the general course of an existing lease road, at 725.6 feet pass the East line of an 83.07 acre tract of land, at 2809.1 feet pass the common line of said Sections 53 and 54, at 3041.1 feet pass the common line of said Sections 47 and 54, in all 8872.0 feet pass to a point in the East line of said Section 47, Block N, and the West line of said Section 4, Block B-19;

THENCE S.81°45'45"E., at 1310.4 feet pass the common line of said Sections 4 and 5, at 5803.7 feet pass the common line of said Sections 5 and 6, in all 7045.9 feet to a point in the East line of said Section 6, from which a 1" iron pipe found at the common East corner of said Sections 5 and 6 bears N.14°29'00"W. 469.4 feet.

Tract 2: That certain extension of "Steeple O Road" being a strip of land 80 feet in width crossing in Sections 48 and 53, Block N, G. & M.M.B. & A. Surveys, Ward County, Texas, and being more particularly described as follows:

BEGINNING at the Northeast corner of the intersection of platted Steeple O Road with Steeple O Parkway, for the Northwest corner of this survey, from which a 2" iron pipe found at the common North corner of said Sections 48 and 53 bears N.76°33'30"E. 2158.1 feet and N.16°23'00"W. 1755.0 feet; (Bearings are compared to the Texas Coordinate System of 1983, Central Zone. Distances and area are surface.)

THENCE N.76°33'30"E., at 2158.1 feet pass the common line of said Sections 48 and 53, in all 7446.7 feet to a 3/8" iron rod with cap marked "WOE INC." set in the East line of said Section 48, for the

Northeast corner of this survey;

THENCE S.16°32'50"E. 73.2 feet to a 1/2" iron rod with cap marked "RPLS 4456" found at the Southwest corner of Section 6, J.M. Andrews Survey, Block B-19, Public School Land, and the Northwest corner of Section 4, Block B-19, Public School Land, continuing S.16°43'30"E. 6.9 feet to a 3/8" iron rod with cap marked "WOE INC." set for the Southeast corner of this survey;

THENCE S.76°33'30"W., at 5288.9 feet pass said common line of Sections 48 and 53, in all 7437.6 feet to the Southeast corner of said intersection of Steeple O Road with Steeple O Parkway, for the

Southwest corner of this survey;

THENCE N.23°02'20"W. 81.1 feet to the **PLACE OF BEGINNING**. Being 9.72 acres in Section 48 and 3.95 acres in Section 53, for a total of 13.67 acres.

THE STATE OF TEXAS
COUNTY OF WARD

I hereby certify that this instrument was FILED on the
date and the time stamped heron by me and was duly
RECORDED in the Records of Ward County, Texas.

15-2087 B: OPR V: 1041 P: 513 EA
05/14/2015 04:10 PM



Natrell Cain

Natrell Cain, County Clerk
Ward County, Texas