

MEMORANDUM OF ACCESS ROAD EASEMENT

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.

**STATE OF TEXAS
COUNTY OF WARD**

§
§ **KNOW ALL MEN BY THESE PRESENTS THAT:**
§

THIS MEMORANDUM OF ACCESS ROAD EASEMENT is made to be effective the _ day of _____, 2018 and relates to that certain unrecorded Access Road Easement dated _____, ___, 2018 (the "Easement") between Sabinal Properties, L.P., a Texas limited partnership, herein represented by Kevin L. Allen, President of Sabinal Enterprises, Inc., as General Partner of Sabinal Properties, L.P., whose address is P. O. Box 80909, Midland, Texas, 79708 ("Grantor"), and Plains Pipeline, L.P, whose mailing address is P.O. Box 4648, Houston, Texas 77210-4648 ("Grantee").


WITNESSETH:

1. Grantor and Grantee have entered into that certain Easement covering existing roads more particularly described on the plat attached hereto and made part hereof as Exhibit "A". Said Easement has been duly executed by Grantor and Grantee, but the Easement has not been filed of record in the County Clerk's office of Ward County, Texas.
2. The Easement permits Grantee to utilize Grantor's existing roads to construct and access a pipeline constructed on an adjacent tract.
3. The Easement contains other terms and provisions not herein set forth but incorporated by reference herein for all purposes. In the event that a conflict arises between this Memorandum and the Easement, the Easement shall control.
4. This Memorandum is executed for the purposes of placing all parties dealing with the Access Roads, or with the improvements constructed on said Roads, on notice of the existence of the referenced Access Road Easement and, where appropriate, its contents.

[Signatures and Acknowledgements on Following Page]

GRANTOR:

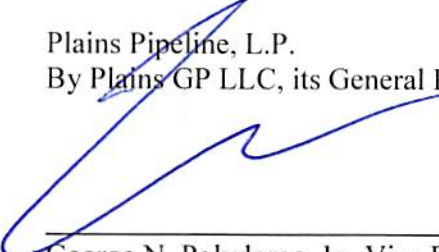
Sabinal Properties, L.P.
By Sabinal Enterprises, Inc., G.P.



Kevin L. Allen, President
Sabinal Enterprises, Inc.

GRANTEE:

Plains Pipeline, L.P.
By Plains GP LLC, its General Partner



George N. Polydoros, Jr., Vice President

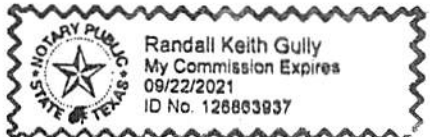


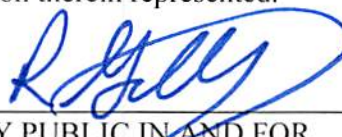
**SIGN
HERE**

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
 §
COUNTY OF Midland §

This instrument was acknowledged before me on this the 7th day of June, 2018, by Kevin L. Allen, President of Sabinal Enterprises, Inc., as General Partner of Sabinal Properties, L.P., a Texas limited partnership, known to me personally or proved to me on the basis of satisfactory evidence, for the purposes and consideration therein represented.

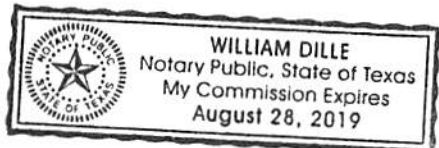




NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 6 day of June, 2018, by George N. Polydoros Jr, Vice President of Plains GP, LLC, a Texas limited liability company, on behalf of said limited liability company, as General Partner of Plains Pipeline, L.P., a Texas limited partnership, on behalf of said limited partnership.





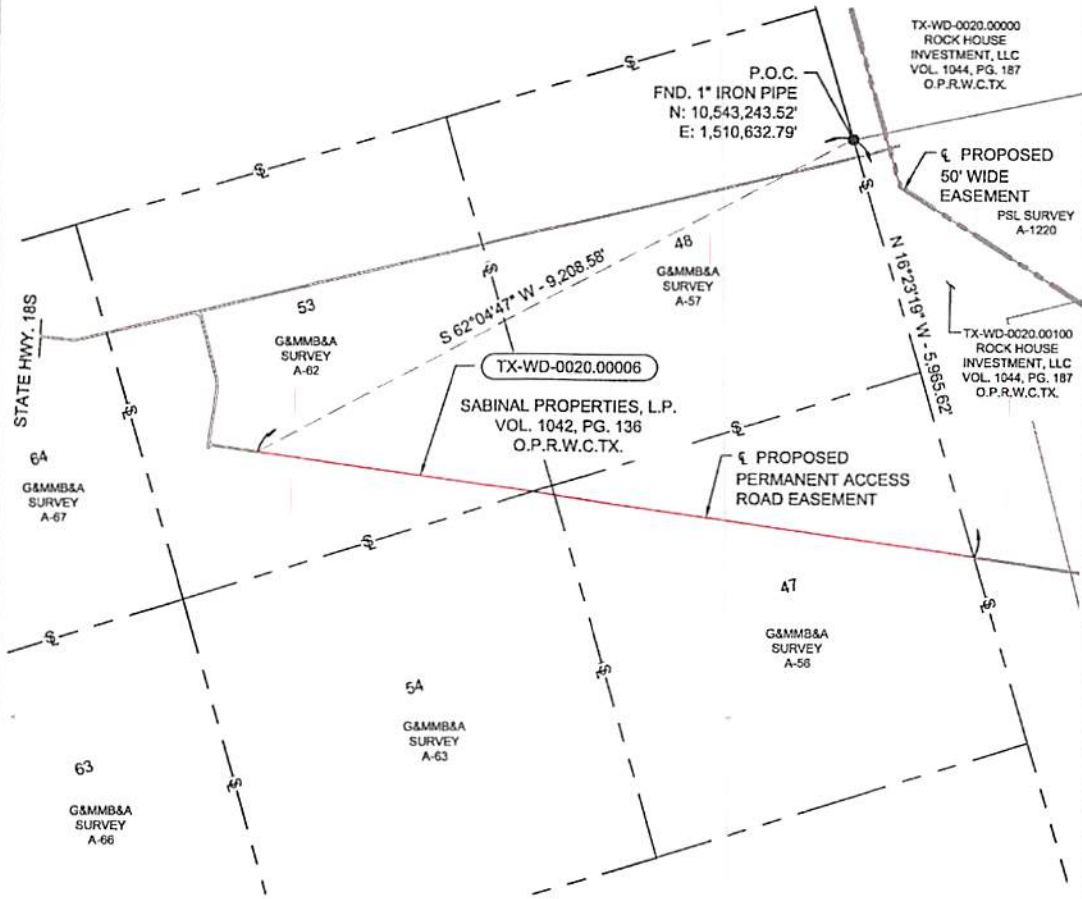
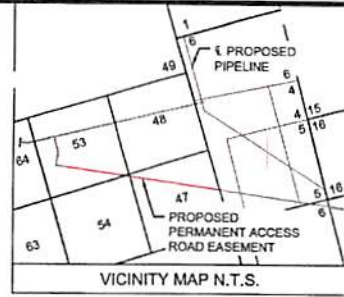
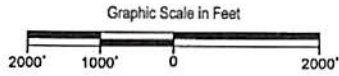
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



NOTARIZE

EXHIBIT "A"
WARD COUNTY, TEXAS

G&MMB&A SURVEY
 SECTION 53, BLOCK N, ABSTRACT-62
 SECTION 54, BLOCK N, ABSTRACT-63
 SECTION 47, BLOCK N, ABSTRACT-56



LEGEND

- PROPOSED PIPELINE
- PROPERTY LINE
- ADJOINING PROPERTY LINE
- SECTION LINE
- RIGHT-OF-WAY
- CENTERLINE PERMANENT ACCESS ROAD
- POINT OF INTERSECTION
- FOUND MONUMENT (AS DESCRIBED)
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINATION
- O.P.R.W.C.T.X. OFFICIAL PUBLIC RECORDS, WARD COUNTY, TEXAS
- D.R.W.C.T.X. DEED RECORDS, WARD COUNTY, TEXAS



- NOTES:**
- THIS DRAWING IS NOT TO BE CONSTRUED AS A BOUNDARY SURVEY. LOCATION OF BOUNDARY LINES SHOWN IS MADE USING DOCUMENTATION AND FIELD EVIDENCE MADE AVAILABLE TO THE SURVEYOR AT THE TIME THE SURVEY WAS MADE ON THE GROUND.
 - BASIS OF BEARING: NAD83 TEXAS STATE PLANES, CENTRAL ZONE, US FOOT

Chad W. Walsh
 CHADW. WALSH
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS REGISTRATION NO. 6497

TOTAL LENGTH: 9,922.09' = 601.34 RODS
 CENTERLINE PERMANENT ACCESS ROAD EASEMENT

REV	DATE	BY	DESCRIPTION	CHK.
1	05/23/18	MM	REVISED PER COMMENTS	CWW
0	05/18/18	MM	ISSUED FOR ACQUISITION	CWW

PROJECT NO: **61304**
 ENCOMPASS SERVICES, LLC
 14811 ST. MARY'S LANE SUITE 152
 HOUSTON, TEXAS 77079
 TBPLS# - 10193848



ACCESS ROAD EASEMENT
 TX-WD-0020.00006 PAR
 SABINAL PROPERTIES, L.P.

DRAWN BY: MM	DATE: 05/17/18	DWG. NO.	REV.
CHECKED BY: CWW	DATE: 05/17/18	TX-WD-0020.00006_PAR	1
SCALE: 1" = 2000'	APP BY: CWW	PAGE 1 OF 1	

1. Surface Damages. The initial consideration paid at signing of this Access Road Easement includes payment for damages to the surface of Grantor's lands, including Grantor's lands not constituting Access Road Easement Property, caused by the initial use of the Access Road Easement Property for clearing, excavation, burying of the

Grantor, for the consideration and subject to the terms and conditions set out herein, hereby grants to Grantee a non-exclusive easement over, across, and upon the Access Road Easement Property for the purpose of the Project ("Access Road Easement"). In connection with the exercise of the rights herein granted, and subject to the restrictions herein set forth, Grantee is hereby given the right of ingress and egress at all times on the Access Road Easement Property, including the right to do and perform such acts and things on immediately adjacent property of Grantor as may be necessary to protect Grantee's property in case of emergency. The Access Road Easement shall terminate upon termination of Grantee's rights to access the Pipeline Property. This Access Road Easement does not constitute a conveyance in fee of the Access Road Easement Property, nor of the minerals therein and thereunder, but grants only an easement subject to the following:

PROJECT: Grantee desires to construct a pipeline (the "Pipeline") on a tract adjacent to the Access Road Easement Property but not owned by Grantor (the "Pipeline Property"). Grantee desires an easement to utilize certain of Grantor's existing roads to access the Pipeline Property for the purpose of constructing the Pipeline, and, thereafter, for the purpose of providing on-going maintenance of the Pipeline (the "Project").

ACCESS ROAD EASEMENT PROPERTY: Those certain lands in Ward County, Texas, as more particularly described on Exhibit A attached hereto, and incorporated herein for location only (the "Access Road Easement Property").

GRANTOR: Sabinal Properties, L.P., a Texas limited partnership
P.O. Box 80909
Midland, Texas 79708

GRANTEE: Plains Pipeline, L.P., a Texas Limited Partnership
P.O. Box 4648
Houston, Texas 77210-4648

GRANTOR'S MAILING ADDRESS:

GRANTEE'S MAILING ADDRESS:

STATE OF TEXAS §
COUNTY OF WARD §
§

ACCESS ROAD EASEMENT

Pipeline and restoration of the surface. Any and all other damages incurred to Grantor's lands during construction or operation of the Pipeline lands, including damages to livestock, horses, pasturage, grasses, wells, underground water reservoirs, buildings, structures, equipment, or anything else belonging to Grantor, whether similar or dissimilar, shall be paid by Grantee to Grantor, in addition to the initial consideration. In ascertaining the reasonable amount of such damages, Grantee shall be required to take into account the reasonable time and expense incurred by Grantor in investigating and administering the settlement of such damages. Additionally, in the event that livestock are killed or injured, the damages to be paid by Grantee to Grantor will take into account Grantor's time and effort in locating new livestock, buying them, and transporting such livestock.

2. Resurfacing After Construction. Within one hundred and eighty (180) days after the construction of the Pipeline, Grantee shall resurface Grantor's roads used in construction, utilizing a caliche surface no less than 4 inches deep and 20 feet wide, complete with a series of "speed bumps" in locations designated by Grantor. Grantee will construct any improvements in the Access Road Easement Property in accordance with any applicable laws.
3. Gates and Cattle Guards. Prior to commencement of construction of the Pipeline, Grantee shall replace the existing cattle guards on the Access Road Easement Property with new cattle guards containing permanent access gates. The gates (along with "wheel-lock" closing mechanisms and padlocks) shall be of design and materials comparable to those installed and utilized elsewhere on Grantor's property. Grantee shall provide keys and/or combinations to Grantor of each lock on a gate. Grantee shall not change the locks without written notice to Grantor given a minimum of five (5) days before the changes and furnishing of new keys and/or combinations to Grantor. During construction of the Pipeline, Grantee shall keep the gates closed at all times to prevent livestock from escaping, and to prevent unauthorized persons from entering Grantor's property. At the end of each construction day, Grantee shall assure all construction personnel have left the Access Road Easement Property and shall close and lock each gate.
4. Mediation and Arbitration. In the event that Grantor and Grantee cannot agree on whether damages have occurred, or the amount of payment for any damages, for Grantee's use of the Access Road Easement Property, then, for damage claims up to \$500,000.00, the following shall occur:
 - a. One party shall notify the other party in writing of such disagreement, and the parties agree thereafter to appoint a person to serve as a mediator, and to participate in a one day mediation in an attempt to resolve the disagreement, to take place within thirty (30) days of the notification. In the event that the parties cannot agree on a mediator, the parties will request any District Court Judge then having jurisdiction in Ward County, Texas, to appoint a mediator, who shall be a person residing in either Ward, Crane, Ector or Midland Counties, Texas. Thereafter, the mediation will take place within thirty (30) days of the Judge's written appointment,

and unless the parties agree on a different location, that mediation shall take place in Midland, Texas within such 30-day period as set forth above and each party will bear one half of the costs of the mediation.

b. If the disagreement is not resolved in the mediation, then the parties agree to submit the matter to arbitration. This arbitration shall be initiated by written notification given by one party to the other within thirty (30) days of the mediation.

c. The arbitration will be conducted by a panel ("Panel") of three disinterested arbitrators, each of whom may or may not be an attorney, but who each must be a resident of Ward, Crane, Midland or Ector Counties. Further, each arbitrator must be experienced in oil and gas activities and in their effect on the surface or ranching in the four counties mentioned above. Within twenty (20) days of the receipt of the writing initiating the arbitration, each party will appoint one person to serve as an arbitrator. Once the two arbitrators are appointed, they will confer within ten (10) days of their appointment, and select a third arbitrator, with the same qualifications set forth above. If the two arbitrators are not able to agree on a third arbitrator, they will then notify the parties in writing, and the parties will then request the then sitting District Judge in Ward County, Texas, to appoint the third arbitrator, to be a person with the same qualifications as the arbitrators appointed by the parties. Once appointed, the three person arbitration Panel will conduct a non-administered arbitration not to exceed two days in length, pursuant to the Rules of the Texas Arbitration Act, §§ 171.001 through 171.098, Texas Civil Practice & Remedies Code, as such provisions are in effect as of April 1, 2018, except as such provisions are modified herein. The arbitration will take place in Midland, Texas, and a majority vote of the three arbitrators will determine whether property has been damaged, and if so, the amount of damages, if any, to be awarded. The Award will state whether or not damages have occurred (if that is in dispute) and the amount of damages awarded, if any. The Award will not be a "reasoned award."

d. In considering the disagreement between the parties, the Panel may consider (1) the use of the land or other property damaged, (2) the nature of the conduct alleged to have caused the damages, (3) the market value of the land or property alleged to be damaged, (4) costs of remediation, (5) prevailing damages customarily paid by oil companies and pipeline companies for similar damages in the Permian Basin area, (6) the access to necessary information by each party and (7) the prevailing costs of new right-of-way easements. In the arbitration, the Panel may review documents provided by the parties, and also may hear testimony from the parties or witnesses. However, no depositions or discovery shall be allowed.

e. Except as hereafter provided, each party shall bear the costs of its appointed arbitrator, and the costs of the third arbitrator shall be divided and paid by the parties in equal portions and any other costs or expenses of any arbitration shall be also borne and paid by the parties in equal portions. The Award, if any, may include some or all of the costs of the Panel, including the costs of all three of the arbitrators.

f. The Award shall be final, binding, and non-appealable, and a judgment on any Award made may be entered by any State District Court Judge having jurisdiction in any of the four counties referenced above.

g. These provisions for arbitration shall not apply to claims for personal injury, or to any other dispute under this Agreement, except as provided above.

5. Caliche and Water. Grantee agrees that any caliche used on any of the roads or locations provided for herein including that used for future maintenance, will be taken from Grantor's pits and paid for at \$7.00 per ton. Grantor acknowledges Grantee's pre-payment for 7142.05 tons of caliche, to be used by Grantee in the Project. If Grantee needs water for its operations, Grantor reserves the first right to supply such water from designated sources on Grantor's lands at the rate of \$.60 per barrel, based on 42 gallons per barrel. These provisions as to price concerning caliche and water shall remain in effect for a period of three (3) years from the date of this Agreement. Thereafter, Grantor may charge other prices for use of caliche and water at a reasonable rate as compared to other similar sellers in the area of Ward, Crane, Midland and Ector Counties.
6. No Hunting/Fishing. It is agreed that the right of entry upon the Access Road Easement Property granted hereby is limited to reasonable times and places for carrying out the rights granted hereby to Grantee and that absolutely no hunting or fishing will be permitted by Grantee or Grantee's agents, servants, employees, contractors, subcontractors or other invitees; and it is further agreed that neither Grantee nor its agents, servants, employees, contractors, subcontractors or other invitees will be permitted to bring firearms, alcohol, illegal substances, fishing equipment and/or dogs upon the Access Road Easement Property.
7. Maintenance. Grantee shall be responsible for maintaining the Access Road Easement Property in good condition to Grantor's standards at all times to the extent such maintenance is required as a direct result of Grantee's use of the Access Road Easement Property. Grantee shall operate, maintain, repair and upgrade the Access Road Easement Property and cattle guards as needed to serve the purposes of this Access Road Easement, all at Grantee's sole cost and expense. Grantee shall observe Grantor's rules relating to the use of the Access Road Easement Property as may be amended from time to time, including a mandatory 20 mph speed limit, and in the absence of any written rules and regulations, the "Field Manual" produced by University of Texas Lands System, as amended from time to time, shall govern.
8. Removal of Property of Grantee After Expiration or Termination. Within ninety (90) days after termination of Grantee's right to access the Pipeline Property, Grantee shall remove any improvements and equipment from the Access Road Easement Property requested by Grantor to be removed by written notice to Grantee. At the option of Grantor, any improvements, or other personal property remaining on the Access Road Easement Property after such ninety (90) day period shall be deemed abandoned and

Grantor may sell, use, dispose of, or otherwise manage any such abandoned improvements or personal property as Grantor wishes and Grantee agrees to waive any claims against Grantor by reason of Grantor's actions with respect to such abandoned improvements or personal property. Grantee shall immediately, within thirty (30) days after receipt of an invoice or statement from Grantor, reimburse Grantor for any disposal or clean up costs incurred by Grantor in connection with any such abandoned improvements or personal property. Any such amount owing to Grantor shall accrue interest at the rate of fifteen percent (15%) per year from the date the invoice or statement until the date paid by Grantee. Except as noted above, any fences, "H" braces, locking mechanisms, gates or cattle guards which are installed as part of the "improvements" upon the Access Road Easement Property shall remain the property of Grantor upon the expiration or termination of this Access Road Easement without compensation to Grantee.

9. Assignment. Grantee may assign this Access Road Easement (i) without Grantor's written consent, to a corporation with which Grantee is merged or consolidated or (ii) with Grantor's prior written consent, not to be unreasonably withheld, to any other party owning the Pipeline or with the right of access to the Pipeline Property. If Grantee assigns this Access Road Easement pursuant to (i) above, Grantee shall deliver notice of such assignment to Grantor within thirty (30) days after such assignment. Any purported assignment not made in accordance with these provisions shall be voidable and of no force and effect at the option of Grantor. Notwithstanding the foregoing, this provision shall not prevent the assignment of this Access Road Easement (together with an assignment of ownership of the Pipeline or right of access to the Pipeline Property) to the trustee under any mortgage encumbering Grantee's interest in the Access Road Easement, or to prevent the trustee or any receiver from using this Access Road Easement to secure the benefits thereof to the holders of any bonds secured by a mortgage; provided, however, that in no event shall any mortgage, pledge, or encumbrance be construed to encumber in any manner Grantor's reserved or remainder interest in the Access Road Easement Property and, in all events, any successor in interest must, also own the Pipeline and a right of access to the Pipeline Property. In any event, this Access Road Easement shall inure to the benefit of and be binding upon the successors and assigns of Grantee. Grantee represents and warrants to Grantor that this Access Road Easement is entered into by Grantee for Grantee's use and benefit, and the use and benefit of no other person, corporation, or other entity.

10. Minerals Reserved; Relocation. All oil, gas, and other minerals owned or claimed by Grantor, in, on, and under the Access Road Easement Property are expressly reserved. Notwithstanding anything to the contrary contained herein, if oil, gas, or any other minerals are discovered, developed, or produced on the Access Road Easement Property or on any property of Grantor adjacent thereto and should any of the improvements hinder, interfere, and retard the production or exploration for said minerals, Grantee will, at its own expense, remove the improvements so as not to interfere with such exploration and production after receiving thirty (30) days' written notice from Grantor requesting the removal of same. If Grantor desires to relocate all or portions of the Access Road Easement Property on other lands belonging to Grantor,

Grantor shall provide to Grantee the necessary easement for Grantee to relocate Access Road Easement Property for the remainder of the term without additional expense to Grantee along a route and upon lands approved by Grantor and the Access Road Easement Property shall be relocated upon completion of the improvements therefor. The parties shall execute and file of record any such modification within thirty (30) days following completion of the relocation improvements, which modification shall contain a release of all or the portion of the Access Road Easement Property which was abandoned owing to the relocation.

11. Rights of Other Parties. This Access Road Easement is made subject to any and all existing easements, prescriptive rights, rights-of-way, leases, subleases, licenses, and permits affecting the Access Road Easement Property, or any part thereof, whether of record or not, and all presently recorded matters that affect the Access Road Easement Property. Grantor further reserves the right to grant future easements, leases, and subleases covering the Access Road Easement Property or any part thereof to the extent the same do not unduly interfere with Grantee's rights hereunder, except that this Access Road Easement shall be subject to any future oil, gas, and mineral leases affecting the Access Road Easement Property. Grantor reserves the right to use and enjoy the Access Road Easement Property insofar as the exercise thereof does not endanger or interfere with the existence and maintenance of the Access Road Easement Property.
12. Indemnity. Grantee hereby agrees to indemnify, defend and hold Grantor and its agents, contractors, employees, successors and assigns harmless from and against, and to reimburse Grantor and its agents, contractors, employees, successors and assigns with respect to, any and all liabilities (including without limitation strict liability) claims, demands, damages, losses, expenses or causes of action of whatever nature, specifically including, but not limited to, reasonable attorneys' fees and costs of suit paid or incurred by Grantor, its agents, contractors, employees, successors and assigns, asserted by others in any way related, directly or indirectly, to this Access Road Easement or Grantee's use of the Access Road Easement and Access Road Easement Property or that are caused by or arise in any manner out of acts or omissions of Grantee, its agents, contractors, employees, representatives, or any other persons acting under its control or at Grantee's direction or request.
13. Damage to Property. If, in exercising Grantee's rights under this Access Road Easement, Grantee directly or indirectly causes any damage to the Access Road Easement Property not contemplated by this Access Road Easement or any damage to any other property of Grantor, or any improvements located on any property of Grantor, Grantee shall, at Grantee's sole cost and expense and within a reasonable time after the exercise of such rights, but in no event later than thirty (30) days from the date the damage occurred, restore the Access Road Easement Property, all other such property, and/or such improvements to the original condition existing prior to the change or damage. Reasonable road and cattle guard maintenance by the Grantee is required, as needed. Driving off the Access Road Easement Property to avoid potholes and poorly maintained areas is considered excessive surface use and will result in

additional damages charges. No unauthorized off-road travel, i.e., use of areas outside the Access Road Easement Property, is permitted for any reason without the express written permission of Grantor.

14. **General Requirements.** All work to be performed by Grantee or its agents, employees, representatives, or any other persons acting under its control or at its direction or request shall be done:
- a. at the sole risk, cost and expense of Grantee;
 - b. in accordance with the applicable requirements of all Federal, state and local governmental and regulatory authorities having jurisdiction, including, without limitation, all applicable environmental laws and worker health and safety laws;
 - c. in a manner that will not unreasonably interfere with access to the adjacent or remainder property of Grantor; and
 - d. in a manner that will create the least reasonably possible disturbance or interference with uses of the Access Road Easement Property or adjoining properties of Grantor by parties with existing rights in such properties or otherwise unduly interfere with the rights of any other lessees, licensees or permittees or those reserved to Grantor.
15. **Encumbrances and Charges.** Grantee will not create or permit to be created or remain, and will discharge, at Grantee's sole cost and expense, any and all encumbrances or charges levied on account of any builder's, supplier's, mechanic's, laborer's, materialmen's or similar encumbrance or charge upon the Access Road Easement Property or other property of Grantor or any part thereof or the income derived therefrom, with respect to any work or services performed or material furnished by or at the direction of Grantee. If any such encumbrances or charges shall at any time be filed against the Access Road Easement Property or the other property of Grantor or any part thereof by reason of work or services performed or material furnished by or at the direction of Grantee, Grantee within thirty (30) days after the filing thereof will cause the same to be fully discharged and released of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise.
16. **Compliance with Environmental Laws.** By its exercise of its rights hereunder, Grantee will not (i) cause or permit the Access Road Easement Property, any other property of Grantor, or Grantor to be in violation of Applicable Environmental Laws (as hereinafter defined); or (ii) do anything or permit anything to be done by Grantee, its contractors, subcontractors, agents, employees or invitees that will result in any contamination of soils, ground water, surface water, or natural resources in, on, under the Access Road Easement Property or property adjacent to the Access Road Easement Property resulting from any cause, including but not limited to, spills or leaks of oil, gasoline, hazardous materials, hazardous wastes, or other chemical compounds, or will

subject the Access Road Easement Property, any other property of Grantor, or Grantor to any remedial obligations under applicable laws pertaining to health or the environment (such laws as they now exist or are hereafter enacted and/or amended are hereinafter sometimes collectively called "Applicable Environmental Laws"), including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (as amended, hereinafter called "CERCLA"), the Resource Conservation and Recovery Act of 1976, as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act Amendments of 1980, and the Hazardous and Solid Waste Amendments of 1984 (as amended, hereinafter called "RCRA"), the Texas Water Code and the Texas Solid Waste Disposal Act, as each of said laws may be amended from time to time. Grantee agrees to obtain any permits, licenses or similar authorizations for the Project by reason of any Applicable Environmental Laws that concern or result from the use of the Access Road Easement Property. Grantee will promptly notify Grantor in writing of any existing, pending or, to the best knowledge of Grantee, threatened, investigation or inquiry by any governmental authority in connection with any Applicable Environmental Laws concerning the Project and/or Grantee's use of the Access Road Easement Property. In connection with the Project, Grantee will not cause or permit the disposal or other release of any hazardous substance or solid waste on or to or under the Access Road Easement Property or any other property of Grantor and covenants and agrees to keep or cause the Access Road Easement Property and any other property of Grantor to be kept free of the release or disposal of such hazardous substance or solid waste and to remove the same (or if removal is prohibited by law, to take whatever action is required by law) promptly upon discovery, at Grantee's sole cost and expense. If Grantee fails to comply with or perform any of the foregoing covenants and obligations, Grantor may (without any obligation, express or implied) remove any hazardous substance or solid waste from the Access Road Easement Property or any other property of Grantor (or if removal is prohibited by law, take whatever action is required by law) and the cost of the removal or such other action shall be reimbursed by Grantee to Grantor. Grantee grants to Grantor and its agents, employees, contractors and consultants access to the Access Road Easement Property and the license (which is coupled with an interest and irrevocable) to remove such hazardous substance or solid waste (or if removal is prohibited by law, to take whatever action is required by law) and agrees to reimburse Grantor for and to hold Grantor harmless from all costs and expenses involved therewith. The terms "hazardous substance" and "release" and "solid waste" and "disposal" (or "disposed") as used in this Access Road Easement shall have the meanings specified in Applicable Environmental Laws, including, without limitation, CERCLA and RCRA; provided, that if either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply hereunder subsequent to the effective date of such amendment and provided further, to the extent that any other federal or state law establishes a meaning for "hazardous substance," "release," "solid waste," or "disposal" that is broader than that specified in either CERCLA or RCRA, such broader meaning shall apply.

17. **Environmental Indemnity.** Grantee agrees to release and indemnify Grantor from and against, and to reimburse Grantor with respect to, any and all claims, demands, losses, damages (including consequential damages), liabilities, obligations, causes of action, judgment, penalties, costs and expenses (including attorneys' fees and court costs) of any and every kind or character, known or unknown, fixed or contingent, imposed on, asserted against or incurred by Grantor at any time and from time to time by reason of, in connection with or arising out of (a) the failure of Grantee to perform any obligation herein required to be performed by Grantee regarding Applicable Environmental Laws, (b) any violation of Applicable Environmental Laws by Grantee, its contractors, subcontractors, agents or employees occurring after Grantee's acquisition of this Access Road Easement, (c) the removal of hazardous substances or solid wastes that result from the use of same by Grantee, its contractors, subcontractors, agents or employees, in, on or under the Access Road Easement Property or any other property of Grantor (or if removal is prohibited by law, the taking of whatever action is required by law), and (d) any act, omission or event occurring after Grantee's acquisition of this Access Road Easement (including, without limitation, the presence on the Access Road Easement Property or release from the Access Road Easement Property of hazardous substances or solid wastes disposed of or otherwise released, which were brought to the Access Road Easement Property by Grantee, after Grantee's acquisition of the Access Road Easement, resulting from or in connection with the Project), regardless of whether the act, omission, event or circumstance constituted a violation of any Applicable Environmental Law at the time of its existence or occurrence. Any amount to be paid under this paragraph by Grantee to Grantor shall be paid within thirty (30) days of Grantee's receipt of demand therefor from Grantor. Nothing in this paragraph or elsewhere in this Access Road Easement shall limit or impair any rights or remedies of Grantor against Grantee or any third party under Applicable Environmental Laws, including without limitation, any rights of contribution available thereunder.
18. **Antiquities: Permits and Licenses.** Grantee shall, at Grantee's cost and expense, obtain any necessary licenses, permits or other authorizations of any nature required in connection with the Project, and shall comply with the Antiquities Code of Texas (Texas Natural Resources Code, Chapter 191) and applicable rules promulgated thereunder.
19. **Confidentiality.** Grantor agrees to keep the specific terms, conditions and covenants of this Access Road Easement strictly confidential for as long as this Access Road Easement remains in effect.
20. **Notices.** Any notice required or permitted to be delivered under this Access Road Easement shall be deemed received when actually delivered by hand delivery, or overnight courier, or when deposited in the United States mail, postage prepaid,

certified mail, return receipt requested, addressed to Grantor or Grantee, as the case may be, at the address stated on Page 1 above. Either party may change its address upon delivery of written notice to the other party, which notice shall be effective not earlier than thirty (30) days after the date deposited with a courier or the United States mail.

21. Miscellaneous.

a. Applicable Law. This Access Road Easement shall be construed and enforced in accordance with the laws of the State of Texas. Venue for any cause of action for enforcement of this Access Road Easement, except as to disputes covered by the Arbitration provisions herein, shall be in Midland County, Texas.

b. Severability. In case any one or more of the provisions contained in this Access Road Easement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Access Road Easement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

c. Entire Agreement. This Access Road Easement constitutes the sole and entire agreement between the parties and cannot be amended except by written instrument signed by both parties.

d. Authority to Enter into this Access Road Easement. If Grantee is a corporation, partnership, or other entity, each individual executing this Access Road Easement on behalf of Grantee represents that he has full power and authority to enter into this Access Road Easement.

e. Captions. The captions used herein are for convenience only and do not limit or amplify the provisions hereof.

f. Gender. Words of any gender used in this Access Road Easement shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, unless the context otherwise requires.

g. Property of Grantor. For purposes of this Access Road Easement, the term "property of Grantor" shall mean the property described on **Exhibit A**.

h. "Grantee". When appropriate, the term "Grantee" includes the employees, contractors, representatives, and authorized agents of Grantee.

i. Binding Nature of Easement. This Access Road Easement, and the terms and conditions contained herein, shall inure to the benefit of and be binding upon Grantee and Grantor, and their respective personal representatives, successors, and assigns.

j. Exhibits. All exhibits referred to in this Access Road Easement are listed below and attached hereto and incorporated herein. If there are conflicts between any Exhibit and the body of this document, the document will control.

Exhibit A – Access Road Easement Property

[Signatures on following page]

TO HAVE AND HOLD this Access Road Easement for the purposes and subject to the conditions described above, **without warranties of any kind, express or implied.**

Signed this 7th day of June 2018.

Grantor:


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



Kevin L. Allen, President
Sabinal Enterprises, Inc.

Grantee:

Plains Pipeline, L.P.
By Plains GP LLC, its General Partner

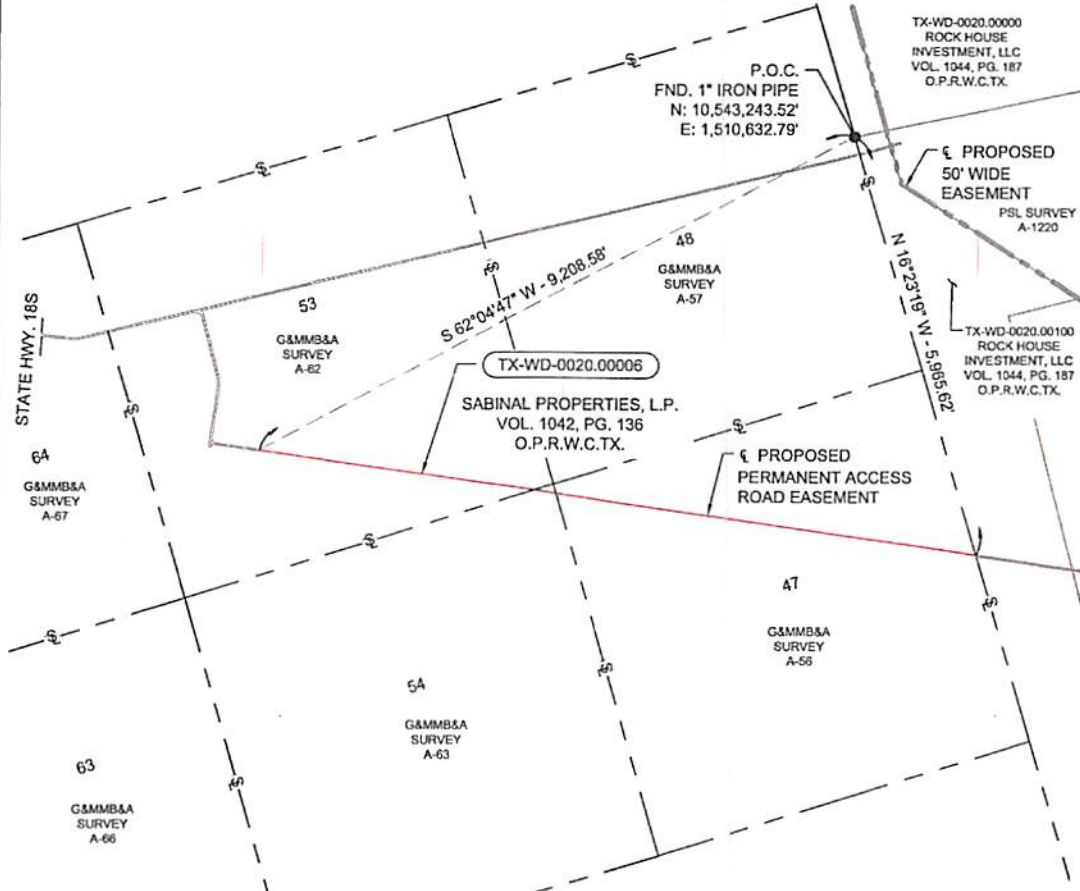
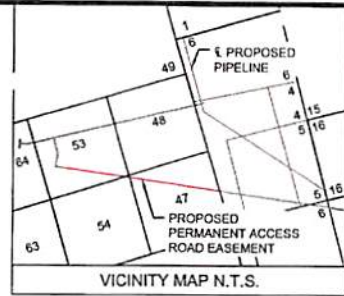
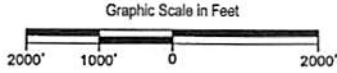


George N. Polydoros, Jr., Vice President



EXHIBIT "A" WARD COUNTY, TEXAS

G&MMB&A SURVEY
SECTION 53, BLOCK N, ABSTRACT-62
SECTION 54, BLOCK N, ABSTRACT-63
SECTION 47, BLOCK N, ABSTRACT-56



LEGEND

- PROPOSED PIPELINE
- PROPERTY LINE
- ADJOINING PROPERTY LINE
- SECTION LINE
- RIGHT-OF-WAY
- CENTERLINE PERMANENT ACCESS ROAD
- POINT OF INTERSECTION
- FOUND MONUMENT (AS DESCRIBED)
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINATION
- O.P.R.W.C.T.X. OFFICIAL PUBLIC RECORDS, WARD COUNTY, TEXAS
- D.R.W.C.T.X. DEED RECORDS, WARD COUNTY, TEXAS



NOTES:

1. THIS DRAWING IS NOT TO BE CONSTRUED AS A BOUNDARY SURVEY, LOCATION OF BOUNDARY LINES SHOWN IS MADE USING DOCUMENTATION AND FIELD EVIDENCE MADE AVAILABLE TO THE SURVEYOR AT THE TIME THE SURVEY WAS MADE ON THE GROUND.
2. BASIS OF BEARING: NAD83 TEXAS STATE PLANES, CENTRAL ZONE, US FOOT

Chad W. Walsh
CHAD W. WALSH
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6497

TOTAL LENGTH: 9,922.09' = 601.34 RODS
CENTERLINE PERMANENT ACCESS ROAD EASEMENT

REV	DATE	BY	DESCRIPTION	CHK.
1	05/23/18	MM	REVISED PER COMMENTS	CWV
0	05/18/18	MM	ISSUED FOR ACQUISITION	CWV

PROJECT NO. 61304
ENCOMPASS SERVICES, LLC
14811 ST. MARY'S LANE SUITE 152
HOUSTON, TEXAS 77079
TBPLS# - 10193648



ACCESS ROAD EASEMENT
TX-WD-0020.00006 PAR
SABINAL PROPERTIES, L.P.

DRAWN BY: MM	DATE: 05/17/18	DWG. NO.	REV.
CHECKED BY: CWV	DATE: 05/17/18	TX-WD-0020.00006_PAR	1
SCALE: 1" = 2000'	APP BY: CWV	PAGE 1 OF 1	

PLAINS PIPELINE, L.P.
PO Box 4648
Houston, TX 77210-4648

LINE Wink to McCamey
IMIS/AFE# 23372

TRACT # TX-WD-0020.00006-PAR
DIVISION _____
AGENT Holly Arnold

APPROVED _____

RECEIPT AND RELEASE

The undersigned has received from **PLAINS PIPELINE, L.P.** the sum of **Seventy One Thousand Forty Six and 90/100 Dollars (\$71,046.90)** in full and final release settlement, accord, satisfaction and compromise of all sums due or claimed by the undersigned arising for the permanent access road easement, permitting Grantee to utilize certain existing roads owned by Grantor as shown on the plat provided.

Total payment breakdown as follows:

- Twenty One Thousand Forty Six and 90/100 Dollars (\$21,046.90), being a one-time payment of \$35.00 per rod X 601.34 rods (Permanent Access Roads);
- Fifty Thousand and 00/100 Dollars (\$50,000.00), being an advanced payment for Caliche at \$7.00 per ton, Grantor acknowledges Grantee's pre-payment for 7142.05 tons of caliche.

In witness, I have set my hand this 6th day of June, 2018.

OWNER(S):

WITNESS:

SABINAL PROPERTIES, L.P.

By: *Kevin Allan*
Address: P.O. Box 80909
Midland, TX 79708

Witness sign here

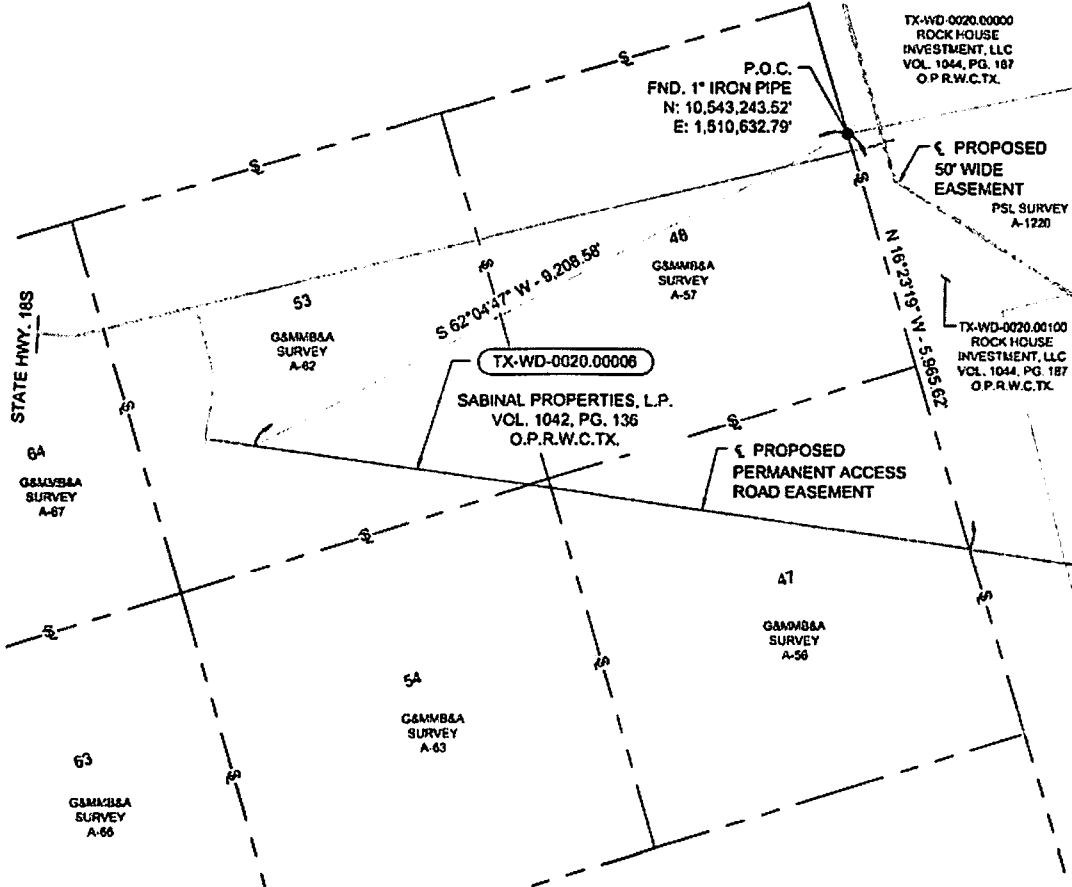
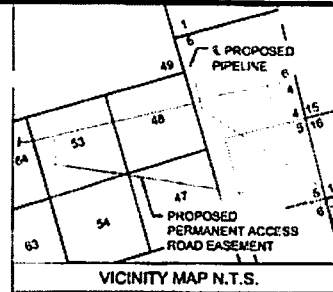
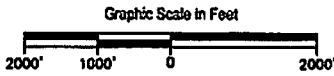
I do / or do not have a tenant on this property.

NA
Tenant's Name

EXHIBIT "A"
WARD COUNTY, TEXAS

G&MMB&A SURVEY

SECTION 53, BLOCK N, ABSTRACT-62
SECTION 54, BLOCK N, ABSTRACT-63
SECTION 47, BLOCK N, ABSTRACT-56



LEGEND

- PROPOSED PIPELINE
- PROPERTY LINE
- ADJOINING PROPERTY LINE
- SECTION LINE
- RIGHT-OF-WAY
- CENTERLINE PERMANENT ACCESS ROAD
- POINT OF INTERSECTION
- FOUND MONUMENT (AS DESCRIBED)
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINATION
- O.P.R.W.C.T.X. OFFICIAL PUBLIC RECORDS, WARD COUNTY, TEXAS
- D.R.W.C.T.X. DEED RECORDS, WARD COUNTY, TEXAS



- NOTES:**
- THIS DRAWING IS NOT TO BE CONSTRUED AS A BOUNDARY SURVEY. LOCATION OF BOUNDARY LINES SHOWN IS MADE USING DOCUMENTATION AND FIELD EVIDENCE MADE AVAILABLE TO THE SURVEYOR AT THE TIME THE SURVEY WAS MADE ON THE GROUND.
 - BASIS OF BEARING: NAD83 TEXAS STATE PLANES, CENTRAL ZONE, US FOOT

Chad W. Walsh
CHAD W. WALSH
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6497

TOTAL LENGTH: 9,922.09' = 601.34 RODS
CENTERLINE PERMANENT ACCESS ROAD EASEMENT

REV	DATE	BY	DESCRIPTION	CHK
1	05/23/16	MJM	REVISED PER COMMENT	CYW
0	05/15/15	MJM	ISSUED FOR ACQUISITION	CYW



ACCESS ROAD EASEMENT
TX-WD-0020.00006_PAR
SABINAL PROPERTIES, L.P.

PROJECT NO: 61304
ENCOMPASS SERVICES, LLC
14811 ST. MARY'S LANE SUITE 152
HOUSTON, TEXAS 77079
TSPL SA - 10193846

DRAWN BY: MJM	DATE: 05/17/16	ENG. NO.
CHECKED BY: CYW	DATE: 05/17/16	TX-WD-0020.00006_PAR
SCALE: 1" = 200'	APP BY: CYW	PAGE 1 OF 1

REV
1