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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.

WATER PIPELINE EASEMENT AGREEMENT

DATE: May 8, 2008, but effective as of April 22, 2008

GRANTOR (including address): MARSHALL ESTATES, LTD., a Texas limited partnership
4805 Spartanburg
Amarillo, Texas 79119

GRANTEE (including address): FRED A. BEATTY and wife, LANOMA J. BEATTY
3711 Montague Drive
Amarillo, Texas 79109

WATER WELL PROPERTY: That certain 5,162 square foot acre tract of land more fully described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes

DOMINANT ESTATE PROPERTY: Lot 2, Palo Duro Canyon Estates Unit No 1, a suburban subdivision in Section 123, Block 6, I & GN RR Survey, Randall County, Texas, according to the map or plat thereof, of record under Clerk's File Number 06 5028, Official Public Records, Randall County, Texas

EASEMENT PROPERTY: A 1.045 acre tract of land in Section 123, Block 6, I & GN RR Survey, Randall County, Texas, being a portion of Indian Camp Trail, more fully described by metes and bounds in Exhibit "B" attached hereto and made a part hereof for all purposes.

EASEMENT PURPOSE: For placing, constructing, operating, maintaining, repairing, rebuilding, replacing, relocating and removing a water pipeline (the "waterline"), and necessary appurtenances, over and under the Easement Property, to and from the Water Well Property and the Dominant Estate Property, and for providing free and uninterrupted pedestrian and vehicular ingress and egress to and from the Water Well Property and the Dominant Estate Property.

CONSIDERATION: Ten Dollars (\$10 00) and other valuable consideration

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY: All presently recorded easements and rights-of-way; and all presently recorded and valid instruments, other than encumbrances and conveyances, that affect the Easement Property.

Grantor, for the Consideration and subject to the Reservations From and Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee an easement over, under, upon and across the Easement Property for the Easement Purpose and for the benefit of Grantee and Grantee's successors and assigns, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee and Grantee's successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the Easement Property to Grantee and Grantee's successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations From and Exceptions to Conveyance and Warranty. The following terms and conditions shall apply to the easement

1. Character of Easement. The easement granted is appurtenant to, and shall run with, the Dominant Estate Property, and portions thereof, whether or not such easement is referenced in any conveyance of the Dominant Estate Property, and/or any portion thereof.

2. Duration of Easement. The easement shall be perpetual.

3. Exclusiveness of Easement. The easement is nonexclusive, and Grantor reserves for Grantor and Grantor's successors and assigns the right to convey the same water pipeline easement over and under the Easement Property to each of the owners of Lots 1 and 3, Palo Duro Canyon Estates Unit No. 1, a suburban subdivision in Section 123, Block 6, I & GN RR Survey, Randall County, Texas, according to the map or plat thereof, of record under Clerk's File Number 06 5028, Official Public Records, Randall County, Texas. Any such easement granted to the owners of said Lots 1 and 3 will be of equal priority to the easement granted herein.

4. Secondary Easement. In addition, the holder of the easement shall have the right to use so much of the surface of the property adjacent to the Easement Property as may be reasonably necessary to install, maintain, repair or replace the waterline within the Easement Property for the Easement Purpose herein recited. However, such holder shall promptly restore any such adjacent property to its previous physical condition if changed by the utilization of the rights granted by this secondary easement.

5. Maintenance. Repairs and maintenance of the waterline within the Easement Property shall be at the sole expense of the holder of this easement and the holders of the easements to be granted to the owners of Lots 1 and 3 referenced in paragraph 3 above. Grantee and the owners of said Lots 1 and 3 shall cooperate in the use, repair, maintenance and replacement of the waterline. Any such person(s) who excavates the Easement Property for any purpose, including without limitation, the inspection, maintenance, replacement, or repair of the waterline shall be solely responsible for the expense to repair, cleanup, and remediate the Easement Property to at least the condition it was in prior to excavation.

6. Rights Reserved. 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 which do not interfere with or interrupt the use or enjoyment of the easement.

7. Attorney's Fees. Any party to this Agreement who is the prevailing party in any legal proceeding against any other party brought under or in connection with this Agreement or the subject matter hereof, shall be additionally entitled to recover court costs and reasonable attorney fees, and all other litigation expenses, including deposition costs, travel and expert witness fees from the non-prevailing party

8. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, representatives, successors and assigns where permitted by this Agreement

9. Choice of Law. This Agreement shall be subject to and governed by the laws of the State of Texas, excluding any conflicts-of-law rule or principle that might refer the construction or interpretation of this Agreement to the laws of another state. Each party hereby submits to the jurisdiction of the state and federal courts in the State of Texas and to venue in the county or counties in which the Easement Property is situated.

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 shall be construed together and shall constitute one and the same instrument.

11. Effect of Waiver or Consent. No waiver or consent, express or implied, by any party to or of any breach or default by any party in the performance by such party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such party of the same or any other obligations of such party hereunder. Failure on the part of a party to complain of any act of any party or to declare any party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder until the applicable statute of limitation period has run

12. Further Assurances. In connection with this Agreement as well as all transactions contemplated by this Agreement, each signatory party hereto agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all such transactions

13. Indemnity. Each party hereby agrees to protect, indemnify and hold harmless the other party from and against any and all losses, costs (including, without limitation, the costs of litigation and attorney's fees), claims, causes of action, damages and liabilities that are attributable to the breach by the indemnifying party of any of the provisions of this Agreement.

14. Integration This Agreement contains the complete agreement between the parties and cannot be varied except by the written agreement of the parties. The parties agree that there are no oral agreements, understandings, representations or warranties which are not expressly set forth herein.

15. Legal Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be invalid, illegal or unenforceable in any respect, to the extent such invalidity or unenforceability does not destroy the basis of the bargain among the parties, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Whenever required by the context, as used in this Agreement, the singular number shall include the plural and the neuter shall include the masculine or feminine gender, and vice versa.

The Article and Section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent or for any purpose, to limit or define the text of any Article or Section. This Agreement shall not be construed more or less favorably between the parties by reason of authorship or origin of language

16. Notices. Any notice or communication required or permitted hereunder shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage fully prepaid, registered or certified mail, and addressed to the intended recipient at the address shown herein, and if not so shown, then at the last known address according to the records of the party delivering the notice. Notice given in any other manner shall be effective only if and when received by the addressee. 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 hereto to be accurate, and constitute a part of the substantive agreement.

18. Time. Time is of the essence. Unless otherwise specified, all references to "days" shall mean and refer to calendar days. Business days shall exclude all Saturdays, Sundays, and Texas legal banking holidays. In the event the date for performance of any obligation hereunder shall fall on a Saturday, Sunday or Texas legal banking holiday, then that obligation shall be performable on the next following regular business day.

19. Indemnity by Easement Holder. The holder of the easement shall indemnify and hold harmless Grantor and Grantor's heirs, executors, administrators, successors and assigns and any lender which holds a lien covering any property, other than the Dominant Estate Property, affected by the easement from and against all liability, damages, suits, actions, costs and expenses of whatsoever nature (including reasonable attorney's fees) to persons or property caused by or arising out of any operation, construction, maintenance and/or alteration of the Easement Property, or the failure of the easement holder to comply at all times with all applicable laws, rules, regulations and safety standards in connection with the operation, construction, maintenance and/or alteration of the Easement Property.

20. Equitable Rights of Enforcement. In the event of any interference or threatened interference with the easement, such easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting such interference and commanding compliance hereof, which restraining orders and injunctions shall be obtainable upon proof of the existence of such interference or threatened interference, and without the necessity of proof of inadequacy of legal remedies or irreparable harm, and shall be obtainable only by the parties hereto or those benefitted hereby, provided, however, nothing here shall be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

GRANTOR:

MARSHALL ESTATES, LTD., a Texas
limited partnership

SSD Management, LLC, its General Partner

By. J. Mike Standefer
J. Mike Standefer, Manager

GRANTEE:

Fred A. Beatty
FRED A. BEATTY

Lanoma J. Beatty
LANOMA J. BEATTY

STATE OF TEXAS §

COUNTY OF POTTER §

This instrument was acknowledged before me on the 24 day of May, 2008, by J. MIKE STANDEFER, Manager of SSD Management, LLC, a Texas limited liability company, General Partner of MARSHALL ESTATES, LTD., a Texas limited partnership, on behalf of said company and partnership

Mari F. Daniel

Notary Public, State of Texas

My Commission Expires: _____



STATE OF TEXAS ⁴⁰³ §

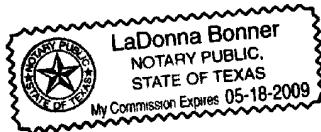
COUNTY OF ^{Potter} ~~RANDALL~~ §

This instrument was acknowledged before me on the 9 day of May, 2008, by FRED A BEATTY AND LANOMA J. BEATTY.

LaDonna Bonner

Notary Public, State of Texas

My commission expires: _____



Return to:
Fred A. Beatty
3711 Montague Dr.
Amarillo, TX 79109

EXHIBIT A

A 5,162 SQUARE FOOT TRACT OF LAND SITUATED IN SECTION 123, BLOCK 6, I&GN RAILROAD SURVEY, RANDALL COUNTY, TEXAS, BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 1 1/2 INCH IRON PIPE FOUND AT THE NORTHEAST CORNER OF SAID SECTION 123; THENCE S 89°57'59" W (BASE BEARING ESTABLISHED BY GPS OBSERVATION), ALONG THE NORTH LINE OF SAID SECTION 123, 3016.00 FEET; THENCE S 00°02'01" E, 274.97 FEET TO A 1/2 INCH REBAR WITH CAP STAMPED "HH" SET MARKING THE NORTHEAST AND BEGINNING CORNER OF THIS TRACT;

THENCE S 00°01'38" W, 258.02 FEET TO A 1/2 INCH REBAR WITH CAP STAMPED "HH" SET IN THE NORTH RIGHT-OF-WAY LINE OF INDIAN CAMP TRAIL MARKING THE SOUTHEAST CORNER OF THIS TRACT;

THENCE S 87°12'25" W, 20.02 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF INDIAN CAMP TRAIL TO A 1/2 INCH REBAR WITH CAP STAMPED "HH" SET MARKING THE SOUTHWEST CORNER OF THIS TRACT;

THENCE N 00°01'38" E, 258.17 FEET TO A 1/2 INCH REBAR WITH CAP STAMPED "HH" SET MARKING THE NORTHWEST CORNER OF THIS TRACT;

THENCE N 87°37'18" E, 20.02 FEET TO THE PLACE OF BEGINNING.

EXHIBIT B

A 1.045 ACRE TRACT OF LAND IN SECTION 123, BLOCK 6, I & GN RAILROAD SURVEY, RANDALL COUNTY, TEXAS, BEING A PORTION OF INDIAN CAMP TRAIL AN EIGHTY FOOT ROADWAY EASEMENT AS SHOWN ON THE PLAT OF PALO DURO CANYON ESTATES UNIT NO. 1 FILED OF RECORD IN CLERKS' FILE NUMBER 2006005028 OF THE OFFICIAL PUBLIC RECORDS OF RANDALL COUNTY, TEXAS, SAID 1.045 ACRE TRACT IS FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A ½ INCH REBAR WITH CAP STAMPED "HH" FOUND IN THE SOUTH RIGHT-OF-WAY LINE OF INDIAN CAMP TRAIL AT THE NORTHEAST OF CORNER OF LOT 2, PALO DURO CANYON ESTATES UNIT NO. 1 AND MARKING THE SOUTHEAST CORNER OF THIS TRACT;

THENCE S 87°12'25" W, 2215.88 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF INDIAN CAMP TRAIL TO THE SOUTHWEST CORNER OF THIS TRACT;

THENCE N 00°01'38" E, 80.10 FEET TO A ½ INCH REBAR WITH CAP STAMPED "HH" FOUND IN THE NORTH RIGHT-OF-WAY LINE OF INDIAN CAMP TRAIL AT THE SOUTHWEST CORNER OF A 20 FOOT WATER LINE EASEMENT;

THENCE N 87°12'25" E, 20.02 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF INDIAN CAMP TRAIL TO A ½ INCH REBAR WITH CAP STAMPED "HH" FOUND;

THENCE S 00°01'38" W, 60.08 FEET TO A POINT;

THENCE N 87°12'25" E, 2194.87 FEET 20 FOOT NORTH OF AND PARALLEL TO THE SOUTH RIGHT-OF-WAY LINE OF INDIAN CAMP TRAIL TO THE NORTHEAST CORNER OF THIS TRACT;

THENCE S 02°47'35" E, 20.00 FEET TO THE PLACE OF BEGINNING.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Sue Wicker Bartolino

May 21, 2008 01 54 21 PM

2008009779

FEE \$40.00

Sue Wicker Bartolino County Clerk
Randall County TEXAS