

STATE OF TEXAS § _____ **LINE:** _____
COUNTY OF MIDLAND § _____ **TRACT:** _____

114.057 acre of land, out of Section 24, Block 39, T-1-S, T.&P. RR. Co. Survey, Midland County, Texas, more fully described in **Exhibit B** attached hereto and hereinafter referred to as the Subject Tract

1. The easement area pursuant to the Agreement is increased in accordance with the description and depiction of the increased area in the stamped survey plat attached hereto as **Exhibit D** and made a part hereof ("Increased Easement Area").
2. Owner hereby grants a temporary construction easement not to exceed fifty (50') feet in width abutting the Increased Easement Area for the installation of the two pipelines. The temporary construction easement will expire upon completion of restoration following the

installation of the two pipelines identified as Andrews to Midland 2 Pipeline and Andrews to Midland 3 Pipeline.

3. Upon completion of the installation of the two new pipelines, Company will immediately commence the abandonment in place of the two conventionally installed pipelines located within the right of way strip in the First Amendment in an environmentally safe manner and in accordance with state and federal laws, rules, and regulations. The two pipelines installed at depths of sixty or more feet below the surface will not be impacted or abandoned.
4. Company will forgo the right to install additional pipelines and aboveground appurtenances and structures within the easement tract identified within the First Amendment and further identified in the description and depiction of the original easement area in the site plan attached hereto as **Exhibit E** and made a part hereof ("Original Easement Area").
5. Company shall at all times and its sole cost and expense comply with all federal, state, and local laws, rules and regulations and safety standards applicable to the exercising of Company's rights under the Agreement including, without limitation, the construction, use, operation, maintenance, repair and service of Company's pipelines.
6. All rights not specifically granted to Company are reserved to Owner and Owner shall have the right to full use and enjoyment of the surface, subsurface, mineral, and airspace estates of the easement areas so long as such does not unreasonably interfere with Company's full use and enjoyment of the rights conferred under this Agreement. Notwithstanding anything herein to the contrary, Owner is not permitted to conduct any of the following activities on the Original or Increased Easement Areas: (1) construct any temporary or permanent building ; (2) drill or operate any well on the Original or Increased Easement Areas; provided that a well can be directionally drilled under the Original and Increased Easement Area; (3) remove soil or change the grade or slope; (4) impound surface water, (5) grant any easements, licenses or other agreements allowing for utilities or roads running along and within the Original or Increased Easement Areas, however, permanent crossings of the Increased Easement Areas and the authorization of paved parking within the Original Easement Areas shall be allowed; or (6) plant trees or landscaping without the prior written permission of Company. Owner shall have the right, after prior written notice to Company and review and approval by Company thereof, to construct, reconstruct, and maintain streets, sidewalks, roads or drives, road ditches, drainage ditches, and utilities, near perpendicular but in no event at any angle of not less than forty-five (45) degrees to Company's pipelines, provided that all of Company's required and applicable spacing and crossing guidelines, including, without limitation, horizontal and vertical separation limits and other protective requirements, are met by Owner at Owner's cost.
7. Company's access following completion of the installation and construction for authorized purposes shall be limited to ingress and egress over the Original and Increased Easement Area described herein or by way of public road, public right-of-way or any other route that permits Company's access to a point that intersects with the Original and Increased Easement Area.
8. No dynamite or explosives shall be utilized during construction, maintenance, and operation of the pipelines.

9. The pipelines shall be buried to a depth that provides minimum cover of not less than 60" inches measured from the top of the pipeline to the existing surface of the land.
10. Company shall have no right to install or construct aboveground structures and appurtenances on the easement areas except cathodic protection equipment and pipeline markers. Cathodic protection equipment and pipeline markers shall be installed and constructed at the (i) points of termination and beginning on the easement areas of the Subject Tract; or (ii) at locations required by state and federal laws and regulations.
11. AT COMPANY'S SOLE COST, RISK AND EXPENSE, COMPANY SHALL OBSERVE, COMPLY WITH, AND CONFORM TO ALL PRESENT AND FUTURE MUNICIPAL, STATE AND FEDERAL LAWS, ORDINANCES, REGULATIONS, RULES, ORDERS AND DIRECTIVES APPLICABLE TO (I) THE CONSTRUCTION, MAINTENANCE, OPERATION, USE, REPAIR, REPLACEMENT AND REMOVAL OF THE PIPELINES AND AUTHORIZED APPURTENANCES, (II) CORRECTIVE ACTIONS REQUIRED TO ADDRESS THE RELEASE OF HAZARDOUS SUBSTANCES ARISING FROM COMPANY'S OPERATIONS ("CORRECTIVE ACTIONS"), AND/OR (III) THE COMMODITIES OR PRODUCTS TRANSPORTED IN THE PIPELINES (COLLECTIVELY, "APPLICABLE LAWS"). COMPANY SHALL INDEMNIFY AND HOLD HARMLESS OWNER AGAINST THIRD-PARTY CLAIMS AND RELATED LOSSES, INCLUDING REASONABLE ATTORNEYS' FEES, CAUSED BY (A) THE VIOLATION OF APPLICABLE LAWS BY COMPANY, ITS CONTRACTORS, SUBCONTRACTORS, AGENTS OR EMPLOYEES OCCURRING AFTER COMPANY'S ACQUISITION OF THE EASEMENT, (B) THE RELEASE OF HAZARDOUS SUBSTANCES ON THE PROPERTY TO THE EXTENT CAUSED BY COMPANY OR ARISING FROM COMPANY'S OPERATIONS OR COMPANY'S USE OF THE EASEMENT PROPERTY (AN "ENVIRONMENTAL RELEASE"), OR (C) COMPANY'S CORRECTIVE ACTIONS APPLICABLE TO THE PROPERTY IN RESPONSE TO AN ENVIRONMENTAL RELEASE.
12. For purposes of paragraphs 11 and 12, Owner is defined to mean:
 - (a) Midland Independent School District; and
 - (b) all employees, elected officials, agents, representatives and invitees of the Midland Independent School District;

For purposes of paragraphs 11 and 12, Company is defined to mean ET-S Permian Pipeline Company LLC's employees, representatives, agents, contractors, and subcontractors; and all other persons coming onto the Subject Tract under the authority of Company.

"Claims" is defined to mean any and all liabilities, cost (including reasonable attorney's fees, court costs, expert witness fees and expenses of litigation), losses, damages, claims, demands, causes of action, suits, and proceedings of every kind and character (including such for administrative matters, fines, penalties, and remediation).

Company agrees to indemnify and defend the Owner from all Claims arising out of, caused by, or connected with Company's operations and activities under this Agreement to the extent the following is caused by, or is connected with Company's operations and activities hereunder:

- a. Claims for personal injury, death, or damage to property asserted by any person or entity arising out of, or caused by, Company's actions connected with pollution or contamination of any environmental medium by Hazardous Materials or any other failure of Company to comply with any requirements of paragraph 11;
- b. Claims for personal injury, death, or damage to property asserted by Company's employees; contract workers; agents; representatives; contractors; subcontractors, and said contractors and subcontractors, employees, contract workers, agents or representatives; invitees; or any person coming onto the Subject Tract with the express or implied consent of Company;
- c. Claims for personal injury, death, or damage to property caused by acts or omissions of Company's employees; contract workers; agents; representatives; contractors; subcontractors, and said contractors and subcontractors employees, contract workers, agents or representatives; or invitees; or persons coming onto the Subject Tract with the express or implied consent of Company;
- d. Claims for personal injury, death, or damage to property asserted by third parties to the extent caused by Company's activities in connection with this Agreement;
- e. Claims by reason of the failure by Company to comply with an express obligation created by this Agreement; and
- f. Claims by reason of any failure by Company to comply with applicable governmental rules, ordinances and regulations regarding the construction, maintenance, or operations of Company's pipelines.

It is expressly agreed and understood that the indemnity shall protect Owner from Owner's own negligence or other legal responsibility if such is concurrent with the negligence or legal responsibility of Company. However, the above indemnity does not indemnify or protect Owner from Owner's sole negligence, gross negligence, willful misconduct or intentional misconduct.

- 13. Upon the termination of this Agreement, Company shall, at Owner's and its respective successors and assigns election, within 18 months thereafter, remove all above ground pipelines and all appurtenances, equipment, and fixtures located within the easement areas and workspace or abandon the same in place. Company shall ensure below ground pipelines are abandoned in an environmentally safe manner in accordance with applicable laws, rules and regulations.
- 14. Upon the termination of the Agreement, Company shall deliver a recordable Release to Owner within 60 days of Owner's written request with said Release to be in a form capable of recording. If Company wrongfully withholds any Release, Owner shall be entitled to recover its costs in obtaining same, including reasonable attorney's fees, court costs, expert witness fees, and expenses of litigation.
- 15. Company shall pay all taxes, assessments and charges, general and specific, that may be levied or assessed by reason of Company's operation of the pipelines and improvements, appurtenances, equipment and fixtures situated thereon under this Agreement, including, without limitation, any and all taxes, assessments, and charges of

any nature levied or assessed against Company's interest hereunder or any improvements belonging to Company.

16. In the event of either party defaulting hereunder, the other party shall be entitled to all remedies and damages provided for by law. The non-defaulting party shall also be entitled to recover all reasonable costs and expenses incurred as a result of or arising out of the other party's default, including but not limited to reasonable attorney's fees, court costs, expert witness fees and other litigation expenses.
17. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of law rules that would otherwise direct the application of the laws of a different jurisdiction. Each of the parties hereby submits to the jurisdiction and venue of any Texas state district court sitting in Midland County, Texas for purposes of all legal proceedings arising out of or relating to this Agreement or the transactions contemplated hereby, and agrees that such courts shall be the sole and exclusive forum for resolving any dispute or controversy under or with respect to this Agreement. All rights to remove to federal court are waived. **Each of the parties hereto hereby irrevocably waives, to the fullest extent it may effectively do so, any objection which it may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum.**
18. This Agreement constitutes the sole and entire agreement between the parties and cannot be amended except by written instrument signed by the parties.
19. In case any one or more of the provisions contained in this Agreement shall for any reason held to be invalid, illegal, or unenforceable in any respect, 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.
20. Company accepts this Agreement without express or implied warranty and subject to all rights of third persons or parties of record existing prior to the date hereof. All warranties that might arise by common law and the warranties in Section 5.023 of the Texas Property Code (or its successor) are excluded.
21. This Agreement shall be binding upon and shall inure to the benefit of Owner and Company and their respective successors, assigns, and representatives until terminated by a recordable instrument or as may otherwise be provided herein or by law.
22. When the context requires, singular nouns and pronouns shall include the plural.
23. All other terms, conditions, provisions and restrictions of the Agreement, including the right to install additional pipelines within the Increased Easement Area, except as modified and amended by this Second Amendment, are hereby ratified and confirmed and shall remain in full force and effect.
24. This Second Amendment, together with any amendments previously entered into between the parties relating to the Agreement constitutes the entire understanding between the parties relating to the subject matter hereof and supersedes and revokes any prior understanding or agreement on such matters.

25. This Second Amendment may be executed in counterparts, all of which, when taken together, shall constitute one and the same agreement, and shall become effective when one or more counterparts has been signed by each of the parties.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to be effective as of the 22 day of January, 2026.

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OWNER:

Midland Independent School District:

By: Joshua Guinn

Name: Joshua Guinn

Title: Board President

ACKNOWLEDGEMENT

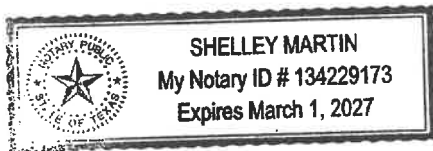
STATE OF TEXAS

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COUNTY OF MIDLAND

BEFORE ME, the undersigned authority, on this day personally appeared Joshua Guinn, Board President of the Midland Independent School District, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Shelley Martin
Notary Public in and for the State of Texas



COMPANY:

ET-S Permian Pipeline Company LLC:

By: _____

Name: Kevin Taliaferro

Title: Sr. Director, Land & Right of Way

ACKNOWLEDGEMENT

STATE OF TEXAS

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COUNTY OF _____

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On this _____ day of January 2026, before me, the undersigned officer, personally appeared Kevin Taliaferro, who acknowledged himself to be the Sr. Director, Land & Right of Way, of **ET-S Permian Pipeline Company LLC**, a Texas limited liability company, and further acknowledged that he, as such Sr. Director, Land & Right of Way, being authorized to do so, executed the foregoing instrument as the act and deed of such company for the purposes therein contained by signing the name of such company.

Notary Public in and for the State of Texas

EXHIBIT A

COMPARED
FILE NO. 14843

RIGHT OF WAY

J. M. PROTHRO, ET UX

TO

MAGNOLIA PIPE LINE COMPANY

THE STATE OF TEXAS
COUNTY OF MIDLAND.

KNOW ALL MEN BY THESE PRESENTS: THAT

FOR AND IN CONSIDERATION OF Fifty Two & 50/100 DOLLARS to us paid, the receipt of which is hereby acknowledged, we, J. M. Prothro and wife, Winnie L. Prothro do hereby grant and convey to MAGNOLIA PIPE LINE COMPANY, a corporation organized under the laws of the State of Texas, with its principal office at Dallas, Texas, its successors and assigns, the right of way, easement and privilege, to lay, repair, maintain, operate and remove pipe lines and replace existing lines with other lines, for the transportation of oil and gas, and the products thereof, water, or any other fluid or substance, over and through our lands; described herein, to-wit:

Said lands lying within Midland County, Texas, and bounded and described as follows:

On the north by the lands of Hay Estate

On the east by the lands of W. H. Neesb

On the south by the lands of J. G. Arnett.

On the west by the lands of I. J. Rice

Containing 240 acres in N. E 1/4 & N 1/2 of S E 1/4 of Sec. 24 T & P R K Co. survey block 39 T1S and more fully described in deed from _____ to _____ recorded in Vol _____, Page _____, Deed Records of Midland County, Texas, with ingress and egress to and from the same.

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TO HAVE AND TO HOLD unto said Magnolia Pipe Line Company, its successors and assigns, so long as such line or lines shall be maintained for the purpose of constructing, inspecting, repairing, operating and maintaining the same and the removal of such at will, in whole or in part. The said Grantor shall have the right fully to use and enjoy the said premises, except for the purposes hereinbefore granted to said Magnolia Pipe Line Company which hereby agrees to pay any damages which may arise to crops or fences from the laying, erecting, maintaining and operating of said pipe, lines; said damages if not mutually agreed upon to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantors, their heirs or assigns; one by Magnolia Pipe Line Company, or its assigns, and the third by the two so appointed as aforesaid, and the written award of such three persons, shall be final and conclusive. Should more than one pipe line be laid under this grant at any time, Twenty-five Cents per rod shall be paid for each additional line so laid, besides the damage above provided for. It is further agreed that said pipes shall be buried to a sufficient depth so as not to interfere with cultivation of soil.

It is hereby understood that party securing this grant in behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

Witness our hands, this 3rd day of December, 1940.

J.M. Prothro

Winnie L. Prothro

Signed and delivered in the presence of the undersigned witnesses:

Witnesses:
W. Pilley

THE STATE OF TEXAS
COUNTY OF MIDLAND.

BEFORE ME, A Notary Public of the County of Midland, in the State of Texas, on this day personally appeared J. M. Prothro and Winnie L. Prothro his wife, both known to me (or proved to me on the oath of _____) to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed. And the said Winnie L. Prothro wife of the said J. M. Prothro having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Winnie L. Prothro acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 3 day of December A. D. 1940.

(SEAL)

G. F. Bradbury, Notary Public in and for
Midland Co., Texas.

Filed for record the 14th day of January A. D. 1941 at 11:00 o'clock A.M.

Recorded on this the 14th day of January A. D. 1941 at 2:10 o'clock P. M.

SUSIE G. NOBLE, Clerk County Court,
Midland County, Texas.

By Marie Denton Deputy.

EXHIBIT B

LAND

LEGAL DESCRIPTION: Being 114.057 acres of land, out of Section 24, Block 39, T-1-S, T. & P. RR Co. Survey in the City of Midland, Midland County, Texas and also being a portion of that certain 116.89 acre tract described in Instrument No. 2012-8857 of the Official Public Records of Midland County, Texas; Said 114.057 acre tract being more particularly described as follows and as surveyed under the supervision of Cross Texas Land Services, Inc in September, 2019:

BEGINNING at an ½ inch iron rod found in the south line of Wadley Avenue and the west line of said 116.89 acre tract for the northeast corner of Lot 1 of the Patterson Acres recorded in Cab. A, Slide 67 of the Plat Records of said Midland County, Texas and the northwest corner hereof;

THENCE North 75°24'01" East a distance of 2269.57 feet along the south line of said Wadley Avenue and crossing said 116.89 acre tract to a ½" iron rod with cap found in the east line of said 116.89 acre tract for the northwest corner of that certain 3.0 acre tract described in Doc. #2017-35979 of said Official Public Records and the northeast corner hereof;

THENCE along the west and south lines of said 3.0 acre tract and the northeast line of said 116.89 acre tract, the following 2 courses:

1. South 14°35'53" East a distance of 389.69 feet to a calculated point for the southwest corner of said 3.0 acre tract and from which a 3" pipe fence corner post found bears North 35°48'54" West a distance of 0.85 feet and another found bears North 63°49'30" West a distance of 0.76 feet;
2. North 75°24'01" East a distance of 336.52 feet to a ½" iron rod with cap found in the west line of Fairgrounds Road for the southeast corner of said 3.0 acre tract and a corner hereof;

THENCE South 14°35'53" East a distance of 1863.97 feet along the west line of said Fairgrounds Road and crossing said 116.89 acre tract to a calculated point in the south line of said 116.89 acre tract for the northeast corner of Block 14 of the Ranchland Hills Addition, Third Section recorded in Cab A, Slide 72 of said Plat Records and the southeast corner hereof and from which a 1/2" iron rod found bears North 14°40'34" West a distance of 3.32 feet;

THENCE along the south line of said 116.89 acre tract, the following 3 courses:

1. South 89°39'45" West, at 786.89 feet along the north line of said Block 14, pass the northwest corner of said Block 14 and the northeast corner of an 20' wide Alleyway Ranchland Hills Addition, Second Section recorded in Cab. Slide 71 of said Plat Records, in all a total distance of 1770.67 feet along the north line of said Alleyway to a calculated point for the northwest corner of said Second Section and the northeast corner of an 20' wide Alleyway Ranchland Hills Addition, First Section recorded in Cab. A, Slide 69 of said Plat Records and from which 120d nail found bears South 85°48'09" West a distance of 61.81 feet and a 3/8" iron rod found bears South 00°37'02" Est a distance of 20.00 feet;

2. South 89°06'12" West a distance of 74.58 feet along the north line of said Alleyway to a calculated point and from which a 3" pipe fence corner post found bears North 34°39'23" West a distance of 5.75 feet and a 1/2" iron rod found bears South 07°36'04" East a distance of 20.14 feet;
3. South 75°41'41" West a distance of 823.72 feet to a calculated point in the east line of a 30' wide strip of land as shown on the plat recorded in Cab, I, Slide 178 of said Plat Records for the northwest corner of said Alleyway, the southwest corner of said 116.89 acre tract and the southwest corner hereof and from which a 3" pipe fence corner post found bears North 53°37'14" East a distance of 7.23 feet and a 3/8" iron rod found bears South 43°24'18" East a distance of 22.89 feet;

THENCE North 14°24'03" West a distance of 1795.54 feet along the west line of said 116.89 acre tract to the **POINT OF BEGINNING** containing 114.057 acre more or less and as shown on plat certified herewith;

Note: Bearings, distances and acreage shown hereon are NAD 83, Texas Central Zone and are derived from GPS techniques. Iron Rod set are 1/2 inch rod with plastic caps marked "CTLS".

EXHIBIT C

THE STATE OF TEXAS §
COUNTY OF MIDLAND §

WHEREAS J.M. Prothro and wife, Winnie L. Prothro, by instruments dated December 3, 1940, granted to MAGNOLIA PIPE LINE COMPANY certain rights of way and easements across the Northeast Quarter (NE/4) and the North one-half of the Southeast Quarter (N/2 of SE/4) of Section 24, T&P R R CO. Block 39, Township 1 South, Midland County, Texas, same being recorded in Volume 67 at Pages 606-607, Deed Records of Midland County, Texas, to which reference is made for all purposes; and

WHEREAS Ranchland Hill Golf and Country Club, Inc. is the present owner of the above described land; and

WHEREAS Ranchland Hill Golf and Country Club, Inc. is to erect buildings and improvements on said property and has requested Magnolia Pipe Line Company to release said rights of way and easements across said tract except for a right of way strip 85-feet in width and has agreed to limit the uses of said strip to specified purposes;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Magnolia Pipe Line Company, a Texas corporation with principal office in Dallas, Texas, in consideration of the premises, hereby releases said rights of way in so far as they affect the above referred to land, save and except the following right of way strip:

An 85-foot right of way across the property of Ranchland Hills Golf and Country Club in East Half of Section 24, T. & P. R. R. Block 39, T 1-S, Midland County, Texas.

Beginning at a point in the East line of said Section 24 and 2778.4 feet south from Northeast corner of said Section 24;

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1591-2

Thence, N 64° 15' W, 3544', parallel to the present pipe lines, to a point in the west line of said Ranchland Hills Golf and Country Club property. Said point being S 15° 06' E, 453.4 feet from the North line of said Section 24.

Thence, S 15° 06' E, 112.7 feet, along west line of said Ranchland Hills Golf and Country Club, to a point;

Thence, S 64° 15' E, 3544 feet, parallel to and 85 feet from the north side of said 85 foot right of way, to a point in the East line of said Section 24;

Thence, N 15° 18' E, 112.7 feet, along East line of said Section 24, to the point of beginning.

And in consideration of the premises said present owner hereby grants and conveys to Magnolia Pipe Line Company, its successors and assigns, the rights of way, easements and privileges to lay, repair, maintain, operate and remove pipe lines and replace existing lines with other lines for the transportation of oil and gas and the products thereof, water or any other fluid or substance, together with such drips, valves, fittings, meters, and similar appurtenances as may be necessary or convenient to the operation of said lines, and to erect, repair, maintain, remove and operate graphite and steel anodes and other devices for the control of pipe line corrosion, over, across and through the above described right of way strip, with ingress and egress to and from the same, said rights of way, easements and privileges herein granted each being divisible and assignable or transferable in whole or in part.

TO HAVE AND TO HOLD the same unto said Magnolia Pipe Line Company, its successors and assigns, for the purposes aforesaid, it being expressly understood that Magnolia Pipe

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Line Company shall own an exclusive easement across and over said right of way strip and no further easements may be granted on said strip except for water, gas and other utility lines running across but not along said strip; that no building or other structures or obstructions may be placed upon said right of way strip; it being particularly understood that said right of way strip shall not be used as streets or alley-ways and shall not be paved, graveled, nor shall the dirt covering said pipe line be added to or removed without Magnolia Pipe Line Company's written consent.

Said right of way grants from J. M. Prothro and wife Winnie L. Prothro to Magnolia Pipe Line Company above referred to shall remain in full force and effect except as amended herein.

EXECUTED this 21 day of ^{December} ~~November~~ 1956.



A T T E S T:

M. B. Thorsen



RANCLAND HILL GOLF AND COUNTRY CLUB, INC.

By

Mattie Thompson
President

A T T E S T:

Agnes R. Winkler
Secretary

~~MAGNOLIA PIPE LINE COMPANY~~

RANCLAND HILL GOLF AND COUNTRY CLUB, INC

M. Winkler
Vice President

MAGNOLIA PIPE LINE COMPANY

By

D. R. Ford
Vice President

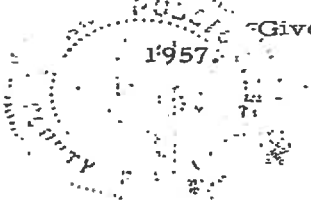


THE STATE OF TEXAS I
COUNTY OF MIDLAND I

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BEFORE ME, the undersigned authority, on this day personally appeared Walter Thompson, known to me to be the person whose name is subscribed to the foregoing instrument, as President of Ranchland Hill Golf and Country Club, Inc., a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the 31st day of January, 1957.



Mary Thovson
Notary Public in and for Midland County, Texas

MARY THOVSON

THE STATE OF TEXAS I
COUNTY OF Dallas I

BEFORE ME, the undersigned authority, on this day personally appeared D. R. Ford known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President of Magnolia Pipe Line Company, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the 8th day of February, 1957.

My commission expires
June 1, 1957



James R. Ball
Notary Public in and for Dallas
County, Texas

JAMES R. BALL

Filed for Record on the 16 day of February, A. D. 1957, at 10:30 o'clock A. M.
Duly Recorded this the 18 day of February, A. D. 1957, at 9:40 o'clock A. M.
Instrument No. 1591

ROSENELLE CHERRY, County Clerk
Midland County, Texas

By Mary Thovson Deputy