

Per Seller:

The land has three sections: (1) the lot on Jill Lane that also gives access to the 7.753 TR1 acreage, along with water and electrical access. (2) The 7.753 TR1 acreage which has access to it by means of the Jill Lane lot or public access right past the last house on Jill Lane. (3) The back 6.065 TR2 acreage which has access through a 30' easement on the north boundary of TR1 that passes from the public access point on TR1 through a 60' tract owned by Hilcorp to the property. Documentation attached.

EASEMENT AND RIGHT OF WAY AGREEMENT

STATE OF TEXAS)
)
COUNTY OF JEFFERSON)

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, DENNIS DAVIS and SANDRA DAVIS, whose principle address is 10864 Gilbert Drive, Beaumont, Texas 77705, its successors and assigns, (hereinafter referred to as "GRANTOR"), whether one or more, does hereby GRANT, BARGAIN, TRANSFER and CONVEY unto HILCORP ENERGY I, L.P., whose address is 1131 Travis Street, Houston, Texas 77002 (hereinafter referred to as "GRANTEE"), a 30 foot (30') wide Easement and Right of Way agreement over GRANTOR's existing land.

For the consideration of Ten Dollars and Other Valuable Consideration (\$10.00 & OVC), the receipt and sufficiency of which are hereby acknowledged, GRANTOR does hereby GRANT, BARGAIN, SELL, TRANSFER and CONVEY to Grantee, subject to the terms and conditions stated herein, a non-exclusive 30 foot (30') wide Easement and Right of Way Agreement covering on, over and through, Grantee's land as described as 7.753 acres as Tract 1 being recorded in Vol. 433, Page 584 of the Official Records of Jefferson County, Texas. See depiction and location of Easement and Right of Way granted on attached Exhibit "A" and referenced as "Easement #1 to Hilcorp".

TO HAVE AND TO HOLD unto GRANTEE, its successors and assigns, so long as the rights herein granted, or any one of them shall be used by, or useful to, GRANTEE for the purposes herein granted and the undersigned hereby bind themselves, their heirs, legal representatives, successors and assigns to warrant and forever defend all and singular said premises unto the GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

GRANTOR hereby covenants with GRANTEE that it is the surface owner of the above described property and has the right, title and capacity to grant the Easement and Right of Way agreement herein.

This Agreement constitutes the entire agreement and supersedes any and all prior oral understandings and/or agreements, if any, concerning the subject of this Agreement. This Agreement may not be modified or amended except on or after the date hereof by written agreement executed and acknowledged by both GRANTOR and GRANTEE.

GRANTEE HAS NOT RELIED UPON AND HEREBY EXPRESSLY DISCLAIMS RELIANCE UPON ANY STATEMENTS, REPRESENTATIONS, INFORMATION OR MATERIALS PROVIDED, SUPPLIED OR FURNISHED BY GRANTOR OR OTHERWISE MADE AVAILABLE BY GRANTOR IN THE PUBLIC DOMAIN OR OTHERWISE (OTHER THAN THOSE MADE IN THIS AGREEMENT) AND IS ENTERING INTO THIS AGREEMENT BASED SOLELY ON GRANTEE'S OWN INVESTIGATION, KNOWLEDGE AND INFORMATION AND ADVICE OF GRANTEE'S COUNSEL.

GRANTEE AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS GRANTOR AND GRANTOR'S TENANTS, HEIRS, SUCCESSORS AND ASSIGNS AND THEIR OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS,

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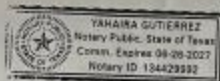
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ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF ~~HARRIS~~ Jefferson

BE IT KNOWN, that on this 4th day of August, 2023, before me, the undersigned authority, personally came and appeared Curtis D. Smith, to me personally known, who, being by me duly sworn, did say that he is the Senior Vice President, Land of Hilcorp Energy Company, a Texas corporation, and General Partner of Hilcorp Energy 1, L.P., and that the foregoing instrument was signed on behalf of said limited partnership by authority of its general partner and the said Senior Vice President, Land of Hilcorp Energy Company acknowledged said instrument to be the free act and deed of said limited partnership.



Yajaira Gutierrez
 NOTARY PUBLIC in and for the aforesaid
Jefferson County and State of Texas
 Name: Yajaira Gutierrez
 Commission Expires: 06-28-2027

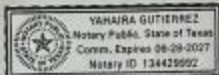
ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF JEFFERSON

I hereby certify that on this day, before me, a notary public in and for said State and County, personally appeared DENNIS DAVIS and SANDRA DAVIS, husband and wife, whose name is Grantor is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this date that, they executed the same voluntarily.

Witness my hand and official notarial seal in the said County and State this 4th day of August, 2023.



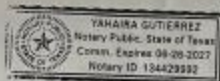
Yajaira Gutierrez
 NOTARY PUBLIC in and for the aforesaid
 Jefferson County and State of Texas
 Name: Yajaira Gutierrez
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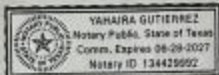
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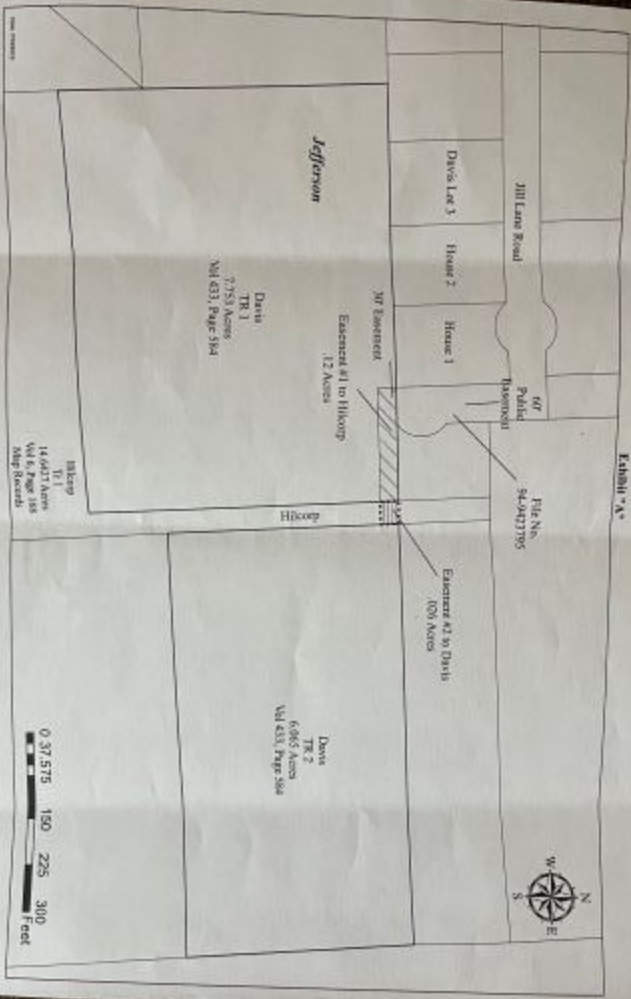
COUNTY OF JEFFERSON

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Yajaira Gutierrez
 NOTARY PUBLIC in and for the aforesaid
 Jefferson County and State of Texas
 Name: Yajaira Gutierrez
 Commission Expires: 06-28-2027



Jefferson

Davis
TR 1
7,753 Acres
Vol 433, Page 584

Hiloop
TR 1
14,647 Acres
Vol 6, Page 158
Map Records

Davis
TR 2
6,065 Acres
Vol 433, Page 584

Jill Lane Road

Davis Lot 3

House 2

House 1

60'
Public
Roadway

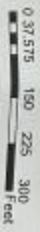
Kahala - A'

File No.
84-021795

Essence #1 to Hiloop
(12 Acres)

Hiloop

Essence #2 to Davis
(109 Acres)



EASEMENT AND RIGHT OF WAY AGREEMENT

STATE OF TEXAS)

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF JEFFERSON)

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For the consideration of Ten Dollars and Other Valuable Consideration (\$10.00 & OVC), the receipt and sufficiency of which are hereby acknowledged, GRANTOR does hereby GRANT, BARGAIN, SELL, TRANSFER and CONVEY to Grantee, subject to the terms and conditions stated herein, a non-exclusive 30 foot (30') wide Easement and Right of Way Agreement covering on, over and through, Grantor's land as described as 14.6427 acres being recorded in Vol. 6, Page 168 of the Map Records of Jefferson County, Texas. See depiction and location of Easement and Right of Way granted on attached Exhibit "A" and referenced as "Easement #2 to Davis".

TO HAVE AND TO HOLD unto GRANTEE, its successors and assigns, so long as the rights herein granted, or any one of them shall be used by, or useful to, GRANTEE for the purposes herein granted and the undersigned hereby bind themselves, their heirs, legal representatives, successors and assigns to warrant and forever defend all and singular said premises unto the GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

GRANTOR hereby covenants with GRANTEE that it is the surface owner of the above described property and has the right, title and capacity to grant the Easement and Right of Way agreement herein.

This Agreement constitutes the entire agreement and supersedes any and all prior oral understandings and/or agreements, if any, concerning the subject of this Agreement. This Agreement may not be modified or amended except on or after the date hereof by written agreement executed and acknowledged by both GRANTOR and GRANTEE.

GRANTEE HAS NOT RELIED UPON AND HEREBY EXPRESSLY DISCLAIMS RELIANCE UPON ANY STATEMENTS, REPRESENTATIONS, INFORMATION OR MATERIALS PROVIDED, SUPPLIED OR FURNISHED BY GRANTOR OR OTHERWISE MADE AVAILABLE BY GRANTOR IN THE PUBLIC DOMAIN OR OTHERWISE (OTHER THAN THOSE MADE IN THIS AGREEMENT) AND IS ENTERING INTO THIS AGREEMENT BASED SOLELY ON GRANTEE'S OWN INVESTIGATION, KNOWLEDGE AND INFORMATION AND ADVICE OF GRANTEE'S COUNSEL.

GRANTEE AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS GRANTOR AND GRANTOR'S TENANTS, HEIRS, SUCCESSORS AND ASSIGNS AND THEIR OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS,

LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS FEES, FOR INJURY TO AND/OR DEATH OF ANY PERSON AND/OR FOR DAMAGE TO ANY PROPERTY DIRECTLY OR INDIRECTLY ARISING OUT OF OR IN CONNECTION WITH GRANTEE'S USE OR OCCUPANCY OF THE PREMISES HEREUNDER. THIS INDEMNITY AGREEMENT SHALL PROTECT GRANTOR AND GRANTOR'S TENANTS, HEIRS, SUCCESSORS AND ASSIGNS AND THEIR OFFICERS. PROVIDED THIS INDEMNITY AGREEMENT SHALL NOT PROTECT GRANTOR, GRANTOR'S TENANTS, HEIRS, SUCCESSORS OR ASSIGNS, OR THEIR OFFICERS, AGENTS, SERVANTS, OR EMPLOYEES AGAINST THE CONSEQUENCES OF THEIR OWN GROSS NEGLIGENCE. GRANTEE HAS INSPECTED THE PREMISES AND COVENANTS NOT TO SUE GRANTOR, GRANTOR'S TENANTS, HEIRS, SUCCESSORS OR ASSIGNS, OR THEIR OFFICERS, AGENTS, SERVANTS, OR EMPLOYEES BECAUSE OF ANY PRESENTLY EXISTING DEFECTIVE CONDITION IN, UPON, OR AROUND THE PREMISES.

This agreement shall be binding upon and shall be for the benefit of the heirs, successors, legal representatives, successors and assigns of GRANTOR AND GRANTEE, whether assigned, devised, bequeathed, or otherwise transferred in whole or in part by the parties hereto, and the agreements herein contained shall be covenants running with the land.

IN WITNESS WHEREOF, this instrument is executed and made effective on this 16th day of August, 2023.

GRANTOR:

HILCORP ENERGY I, L.P.

By: Hilcorp Energy Company,
its General Partner

By: 

Curtis D. Smith
Senior Vice President, Land

GRANTEE:


DENNIS DAVIS


SANDRA DAVIS

STATE OF TEXAS

ACKNOWLEDGMENT

COUNTY OF HARRIS

BE IT KNOWN, that on this 10th day of August, 2023, before me, the undersigned authority, personally came and appeared Curtis D. Smith, to me personally known, who, being by me duly sworn, did say that he is the Senior Vice President, Land of Hicoop Energy Company, a Texas corporation, and General Partner of Hicoop Energy I, L.P., and that the foregoing instrument was signed on behalf of said limited partnership by authority of its general partner and the said Senior Vice President, Land of Hicoop Energy Company acknowledged said instrument to be the free act and deed of said limited partnership.



Brittany A. Thomas
NOTARY PUBLIC in and for the aforesaid
Harris County and State of Texas
Name: Brittany A. Thomas
Commission Expires March 28, 2027

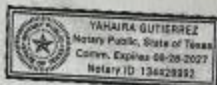
ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF JEFFERSON

I hereby certify that on this day, before me, a notary public in and for said State and County, personally appeared DENNIS DAVIS and SANDRA DAVIS, husband and wife, whose name is Gracie is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this date that they executed the same voluntarily.

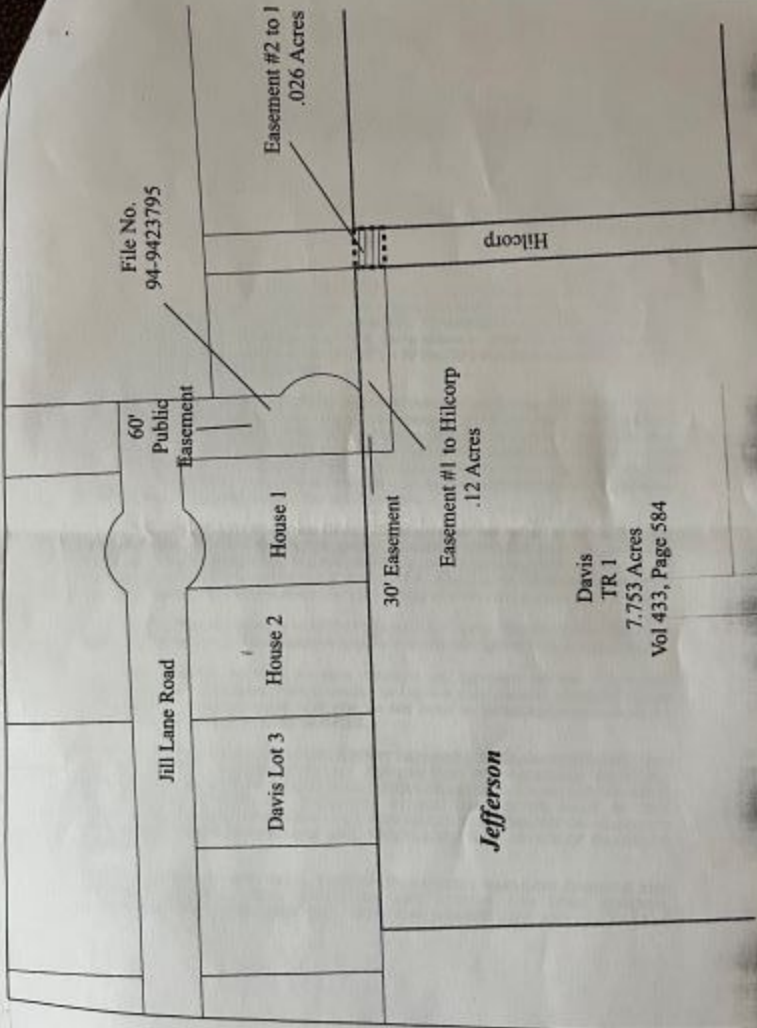
Witness my hand and official notarial seal in the said County and State this 4th day of August, 2023.



Yaira Gutierrez
NOTARY PUBLIC in and for the aforesaid
Jefferson County and State of Texas
Name: Yaira Gutierrez
Commission Expires: 08-28-2027

Exhibit "A"

Exhibit "A"



Davis
TR 1
7.753 Acres
Vol 433, Page 584

I, JOHN H. MEANS, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4221, DO HEREBY CERTIFY THAT THIS IS AN ACCURATE PLAT SHOWING BOUNDARY SURVEY ON YOUR 7.753 ACRE TRACT (TRACT 1) OUT OF AND A PART OF A 10 ACRE TRACT, AND 6.065 ACRE TRACT (TRACT 2) OUT OF AND A PART OF A 8.571 ACRE TRACT IN THE O. L. HILLEBRANDT SURVEY, ABSTRACT 135, JEFFERSON COUNTY, TEXAS AND SAID 8.571 AND 10 ACRE TRACTS ARE MORE FULLY DESCRIBED AND RECORDED IN VOLUME 433, PAGE 584 OF THE OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS.

AND TO ANY TITLE GUARANTY COMPANY.

THERE WERE NO VISIBLE ENCROACHMENTS, DISCREPANCIES, CONFLICTS OR PROTRUSIONS APPARENT ON THE GROUND, EXCEPT AS SHOWN AT THE TIME OF THIS SURVEY.

THIS SURVEY WAS PERFORMED IN CONNECTION WITH THE

STATE OF TEXAS)
 COUNTY OF JEFFERSON)

PAGE 1 OF 2

NOTE:
 ● = 1/2" Rod End.
 ⊙ = 3/4" Pipe End.
 ○ = 1/2" Rod set w/ cap
 STPD. JH MEANS RPLS 4221

