

CAUSE NO. \_\_\_\_\_

TRANS-PECOS PIPELINE, LLC,

*Plaintiff,*

vs.

ANCHOR RANCH, LLC,

*Defendant.*

§  
§  
§  
§  
§  
§  
§  
§  
§  
§

EMINENT DOMAIN PROCEEDING

BREWSTER COUNTY, TEXAS

394<sup>th</sup> JUDICIAL DISTRICT

**PLAINTIFF’S ORIGINAL STATEMENT  
AND PETITION FOR CONDEMNATION**

TO THE HONORABLE JUDGE OF SAID COURT:

Trans-Pecos Pipeline, LLC (“Trans-Pecos”) files this Original Statement and Petition for Condemnation against Anchor Ranch, LLC (“Defendant”) and shows the Court as follows:

**DISCOVERY PLAN AND RELIEF SOUGHT**

1. Discovery in this proceeding is intended under “Level 3” of Rule 190 of the Texas Rules of Civil Procedure. Trans-Pecos seeks monetary relief of \$100,000 or less and non-monetary relief. The damages and relief sought are within the jurisdictional limits of the Court. Texas Rule of Civil Procedure 169 regarding expedited actions process does not apply to this suit. TEX. R. CIV. PROC. 169(2).

**PARTIES**

2. Plaintiff, Trans-Pecos, is a Texas limited liability company, and is authorized to transact business in the State of Texas.

3. Defendant Anchor Ranch, LLC is a Delaware limited liability company, and may be served with Notice of Hearing by and through its registered agent for service, National

Corporate Research, Ltd., 206 E. 9<sup>TH</sup> Street, Suite 1300, Austin, Texas 78701, or wherever it may be found.

4. Defendant is the owner of or possesses or claims some interest in or title to the tracts of land more particularly described on Exhibits “A” and “B” attached hereto and made a part hereof (the “Property”).

5. Trans-Pecos reserves the right to add the name or names of any additional parties who may subsequently appear to possess an interest in the Property.

### **JURISDICTION**

6. This Court has jurisdiction over this lawsuit under Texas Property Code §21.001.

### **VENUE**

7. Venue of this action is mandatory in this County, pursuant to Texas Property Code §21.013.

### **NECESSITY TO ACQUIRE EASEMENTS AND RIGHTS-OF-WAY**

8. Trans-Pecos is in the process of locating and constructing a new natural gas pipeline, approximately 148-miles, originating at the existing Waha Hub, outside Fort Stockton, Texas, for the transportation, conveyance, distribution or delivery of natural gas, known as the Waha to Ojinaga pipeline project (the “Pipeline”), on, over, across and through Pecos, Brewster and Presidio Counties, Texas (the “Traversed Counties”). The Pipeline will be operated by Energy Transfer Company (“ETC”) and will transport, convey, distribute or deliver natural gas for public use or service for compensation, for sale to persons engaged in distributing or selling natural gas to the public, for sale of delivery to the public for domestic use and for which right-of-way may hereafter be acquired by exercising the right of eminent

domain. The Pipeline will receive and gather natural gas from oil and/or gas wells owned by third party producers in various oil and gas fields in counties traversed by the System and/or received from other pipelines which, from time to time, may be connected to the Pipeline and from which natural gas will be received into the Pipeline for transport through the Pipeline. All natural gas entering the Pipeline will be transported within the Pipeline to one or more points of redelivery. Shippers will pay Trans-Pecos a fee for transportation in the Pipeline.

9. On March 12, 2015, LaGrange Acquisition, L.P. (the "Company"), being the Sole Member of Trans-Pecos, by Unanimous Written Consent of the Sole Member of Trans-Pecos (the "Consent"), found that public convenience and necessity required and that it is necessary and in the public interest that Trans-Pecos acquire, hold and enjoy, by purchase or condemnation, permanent easements and rights-of-way, and temporary construction easements, on, in, over, under, through and across certain lands in Pecos, Brewster and Presidio Counties, Texas, for the location, construction, operation and maintenance of the Pipeline, and that in the event negotiations to acquire the permanent easements and rights-of-way, and temporary construction easements, on, in, over, under, through or across the necessary tracts of land are unsuccessful, Trans-Pecos is authorized to institute and file or cause to be filed and instituted condemnation proceedings to acquire for Tran-Pecos said permanent easements and rights-of-way, and temporary construction easements for the public purpose.

10. Trans-Pecos is a gas utility under the Texas Utilities Code and the Texas Natural Resources Code, and, as such, has the right and power to enter on, condemn and appropriate land, rights-of-way, easements or other property as may be necessary for the natural gas pipeline system, in accordance with applicable Texas laws and regulations. On January 19, 2015, ETC, on behalf of Trans-Pecos, filed its Application for Permit to Operate a Pipeline in

Texas (Form T-4)(the “Application”), with the Railroad Commission of Texas (the “RRC”), declaring, under penalties prescribed in the Natural Resources Code, that the Pipeline would be operated as an intrastate gas utility for the transportation of natural gas owned by others but transported for a fee. On April 6, 2015, the RRC certified that ETC complied with RRC rules and granted ETC Permit to Operate a Pipeline in Texas Permit No. 09352 (Form T-4A) (the “Permit”). By granting the Permit, the RRC has found and determined that operations of the Pipeline constitute those of a gas company pursuant to the Texas Utility Code. Trans-Pecos is subject to regulation as a gas utility and the purpose of the Pipeline is that of a gas utility pipeline. Trans-Pecos has filed or will timely file its acceptance of the Texas Gas Utility Standards, Filing of Utility Annual Reports – T.A.C. Rule § 7.301; Adoption of a Curtailment Plan pursuant to Docket No. 489 – T.A.C. Rule § 7.305; Adoption of the FERC Uniform System of Accounts –T.A.C. Rule § 7.310; Filing of Tariffs – T.A.C. Rule § 7.315; and Payment of Gas Utility Taxes – T.A.C. Rule 7.351.

#### **EASEMENTS AND RIGHTS-OF-WAY SOUGHT**

##### ***A. Pipeline Permanent Easement***

11. Trans-Pecos is acquiring through this proceeding a permanent right-of-way and easement that is fifty feet (50’) wide, being twenty-five feet (25’) wide on either side of the centerline description, as more particularly described on Exhibit “A” and depicted on Exhibit “B” attached hereto and made a part hereof (collectively, the “Permanent Easement”), on, in, over, under, through and across the Property to survey, clear and excavate along a route and to establish, lay, construct, reconstruct, realign, operate, maintain, inspect, test, repair, alter, change the size of, protect, remove, replace and abandon in place the Pipeline and appurtenant facilities, including, but not limited to, below ground fiber optics cable(s), below ground

cathodic protection cables, below ground valves, below ground conduits and other below ground equipment and devices as are necessary for the operation and maintenance of the Pipeline, as well as above ground vents, where required at any road crossings, and pipeline markers and cathodic protection test leads, which will be placed within the Permanent Easement at road crossings, foreign pipeline or utility crossings, property boundaries or existing fence lines intersected by the Pipeline, unless required by applicable Department of Transportation regulations to be placed at other locations within the Permanent Easement.

***B. Pipeline Temporary Workspace Easement***

12. Trans-Pecos is also acquiring through this proceeding a temporary workspace easement (identified as “Temp. Workspace #1” or “TWS #1” and “Temp. Workspace #2” or “TWS #2”) as depicted on Exhibit “B”, attached hereto and made a part hereof (collectively, the “Temporary Workspace Easement”) in order to construct the Pipeline and any appurtenant facilities on, in, over, under, through and across the Permanent Easement and to restore the Property as provided herein. The term of the Temporary Workspace Easement shall not exceed twenty-four (24) months from the date Trans-Pecos is granted possession of the Temporary Workspace Easement (the “Initial Construction Period”). The Permanent Easement and the Temporary Workspace Easement are referred to collectively herein as the “Easements.” All rights, duties and obligations specified herein with respect to the Temporary Workspace Easement shall apply only while same is in effect.

***C. The terms and conditions of the Easements***

13. Trans-Pecos shall have the right to select the exact location for the Pipeline within the Permanent Easement. Trans-Pecos shall also have the right to construct, maintain

and change slopes of cuts and fills to ensure proper lateral and subjacent support and drainage for the Pipeline and appurtenant facilities.

14. Notwithstanding anything herein to the contrary, Trans-Pecos will not construct, build, install, maintain or have any above ground structures, installations, equipment or apparatus of any kind on or within the boundaries of the Permanent Easement, except for ground vents, where required at any road crossings, and pipeline markers and cathodic protection test leads, which will be placed within the Permanent Easement at road crossings, foreign pipeline or utility crossings, property boundaries or existing fence lines intersected by the Pipeline, unless required by applicable Department of Transportation regulations to be placed at other locations within the Permanent Easement.

15. No pipeline or permanent facility of any kind or character will be constructed on the Temporary Workspace Easement.

16. Trans-Pecos, from time to time and as often as necessary, shall have the right of ingress and egress over, along, and across the Easements (the Temporary Workspace Easement only during the Initial Construction Period) and to access the Easements where same intersect any public road or public rights-of-way or other easement which Trans-Pecos has the right to access for any and all purposes necessary and/or incident to the exercise by Trans-Pecos of the rights acquired herein.

17. Trans-Pecos shall have the right to remove any fence that now crosses or may cross the Easements during initial construction of the Pipeline or thereafter. Prior to cutting any fence, however, Trans-Pecos shall brace the existing fence to be cut adequately on both sides of the proposed cut by suitable H-braces to prevent the remainder of the fence from sagging. Before the fence wire is cut, it is to be attached to the posts in a manner that there will be no

slackening of or damage to the wire. Trans-Pecos shall install wire gaps (of the same height as the surrounding fence) at the location where any fence was cut, each wire gap to be reinforced so as to be strong enough to prevent livestock from passing through same. Upon completion of construction or operations thereafter, each wire gap will be removed and Trans-Pecos shall replace the fence or install and maintain a permanent gate; which fence or gate shall, to the extent reasonably practicable, be constructed out of similar or better quality materials than existing fences and gates on the property. Defendant may install its own lock in any chain installed to keep a gate closed. Trans-Pecos and its designated contractors, employees and invitees agree to keep all gates and fences closed and locked at all times, except when passing through same, so that cattle, horses and/or other livestock located on the remainder portion of the Property cannot stray from the fenced pastures and unauthorized persons cannot pass through same. Trans-Pecos shall have no right to fence or enclose the Easements.

18. Trans-Pecos shall have the right to mow the Easements and to trim, cut down or clear from the Easements (the Temporary Workspace Easement only during the Initial Construction Period) all trees, shrubbery, undergrowth, and any other obstructions that may injure, endanger, interfere with or impair the Pipeline and associated equipment and appurtenances or Trans-Pecos' use of the Easements for the purposes provided herein. Trans-Pecos shall dispose of all brush and debris, if any, cleared from the Easements by burning, chipping into less than four (4) inch chips, and/or removing to an authorized disposal site. The method of disposal shall be selected by Trans-Pecos.

19. Following the construction of the Pipeline and other operations on the Easements, Trans-Pecos will, insofar as reasonably practicable, level, re-grade, and reseed (with the same type of grass that existed on the Easements before Trans-Pecos' use of same)

the ground disturbed by its use of the Easements and will restore any existing fences, gates, cattle guards and roads within the Easements to at least the condition of same prior to Trans-Pecos' entry upon said Easements. After the Initial Construction Period, Trans-Pecos shall pay any damages that may arise to growing crops, timber, fences and other improvements from the construction, maintenance and operation of the Pipeline, provided that Trans-Pecos shall not be responsible for paying damages for its removal of any trees or brush (other than growing crops) from the Permanent Easement as part of its routine operations to maintain the Easements free from obstructions.

20. During the Initial Construction Period, Trans-Pecos shall segregate the topsoil from the surface of the Easements so that the topsoil will be separated from the sub soils. In backfilling after installation of the Pipeline, the topsoil first removed shall be used as cover soil in such a manner so as to result in it being returned to the top of the Easements as topsoil.

21. Trans-Pecos will maintain the Easements (the Temporary Workspace Easement only during the Initial Construction Period) clear of all litter and trash during periods of construction, operation, maintenance, repair or removal. All construction debris shall be cleaned up and removed upon completion of the installation and construction of the Pipeline or any subsequent activities by Trans-Pecos on the Easements.

22. Trans-Pecos shall, during the Initial Construction Period, maintain suitable crossings on, over, and across the Permanent Easement.

23. Trans-Pecos shall comply in all respects, at its sole cost, with all federal, state, and local laws, rules, and regulations which are applicable to Trans-Pecos' activities on the Easements, including, without limitation, the construction, use, operation, maintenance, repair and service of the Pipeline and associated equipment and appurtenances.



24. Trans-Pecos, its successors and assigns, shall indemnify and hold harmless Defendant, and Defendant's heirs, executors, administrators, successors and assigns, from and against all liability, claims, suits, causes of action, costs and expenses of whatsoever nature (including reasonable attorneys' fees) caused by or arising out of operations pursuant to the Easements by Trans-Pecos, its successors and assigns, and their respective representatives and contractors.

25. Trans-Pecos shall have the right to prevent the construction by Defendant within the boundaries of the Easements (the Temporary Workspace Easement only during the Initial Construction Period), and the right to remove therefrom, any and all types and sizes of houses, barns, buildings, structures, permanent impoundments of water, and natural or man-made obstructions that, in the sole judgment of Trans-Pecos, may endanger or interfere with the efficiency, safety, or convenient operation and maintenance of the Pipeline and associated equipment and appurtenances.

26. Notwithstanding anything herein to the contrary, Defendant and Defendant's heirs, successors and assigns shall have the right, after review and approval by Trans-Pecos, to construct, reconstruct or maintain streets, roads or drives, road ditches, drainage ditches, and utilities, at any angle of not less than forty-five (45) degrees to Trans-Pecos' Pipeline over and across the Permanent Easement, at such place or places as Defendant may from time to time hereafter select for public or private use, provided that all of Trans-Pecos' required and applicable spacings, including depth separation limits and other protective requirements are met by Defendant. Defendant may use the Permanent Easement for any and all purposes not inconsistent with the purposes set forth herein and may plow, cultivate and farm the Permanent Easement without notice to or the consent of Trans-Pecos, provided that said operations do not

disturb the Permanent Easement to a subsurface depth below sixteen-inches (16") from the ground surface.

27. Trans-Pecos shall bury the Pipeline and below-ground appurtenant facilities, including, but not limited to, below ground fiber optics cable(s), a minimum depth of forty-eight inches (48") below the surface of the ground and any then existing drainage ditches, creeks and roads, except at those locations where solid rock is encountered, where same may be buried at a lesser depth but not less than a minimum depth of twenty-four inches (24") below the surface of the ground. Such depth shall be measured from the top of the pipe or conduit to the surface of the ground or the bottom of any drainage ditches, creeks and roads, as applicable.

28. Defendant shall retain all the oil, gas and other minerals in, on and under the Easements; provided, however, that Defendant will not be permitted to drill or operate equipment or develop the minerals on the surface of the Easements, but will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage the Pipeline and associated equipment and appurtenances or interfere with Trans-Pecos' use of the Easements.

29. Trans-Pecos shall use the Easements solely for the purposes specified herein. There shall be no hunting or fishing on the Easements or any of Defendant's lands by Trans-Pecos, its officers, agents, employees, contractors, invitees, guests or representatives at any time. No firearms or fishing equipment shall be taken on the Easements by Trans-Pecos its officers, agents, employees, contractors, invitees, guests or representatives at any time.

30. To the extent permitted by law, Trans-Pecos is acquiring herein the right to assign the Easements in whole or in part. The Pipeline will be utilized by Trans-Pecos and its successors or assigns as a gas utility pipeline.


31. Defendant or Defendant's heirs, successors or assigns may be entitled to repurchase the Easements at the price paid to the Defendant by Trans-Pecos at the time Trans-Pecos acquires the Easements by this proceeding, and request from Trans-Pecos information relating to the use of the Easements and actual progress made toward that use, as provided in Title 4, Chapter 21, Subchapter E of the Texas Property Code.

32. Trans-Pecos timely provided the landowner's bill of rights statement in accordance and compliance with § 21.0112 of the Texas Property Code and made a bona fide offer to acquire the Easements as provided by § 21.0113 of the Texas Property Code. Trans-Pecos, however, has been unable to agree on the damages and/or reach an agreement for the acquisition of the Easements and associated rights described herein, and any further negotiations to purchase and/or reach an agreement for the acquisition of same would be futile.

WHEREFORE, PREMISES CONSIDERED, TRANS-PECOS PIPELINE, LLC prays that: (1) the Court appoint three disinterested real property owners who reside in this County as Special Commissioners and appoint two disinterested real property owners who reside in this County as alternate Special Commissioners; (2) that the Commissioners promptly set a time and place for hearing; (3) that the Commissioners assess the actual damages, if any, from the condemnation action; (4) that the Court grant TRANS-PECOS PIPELINE, LLC a Writ of Possession to enforce the decision of the Special Commissioners; (5) that the Court enter judgment vesting TRANS-PECOS PIPELINE, LLC with the property rights sought in this condemnation action; and (6) that the Court award TRANS-PECOS PIPELINE, LLC its cost of suit, and any other relief, both general and special, legal and equitable, to which TRANS-PECOS PIPELINE, LLC may be entitled.

Respectfully submitted,

**ZABEL FREEMAN**

By: \_\_\_\_\_

Thomas A. Zabel

State Bar No. 22235500

[tzabel@zflawfirm.com](mailto:tzabel@zflawfirm.com)

James A. Freeman

State Bar No. 00796580

[jfreeman@zflawfirm.com](mailto:jfreeman@zflawfirm.com)

Victoria A. Whitelaw

State Bar No. 24093355

[twhitelaw@zflawfirm.com](mailto:twhitelaw@zflawfirm.com)

1135 Heights Blvd.

Houston, Texas 77008

(713) 802-9117

(713) 802-9114 (Fax)

**SANDEFUR LAW OFFICE**

Christopher M. Sandefur

State Bar No. 24013454

Sandefur Law Office

213 East Holland Avenue

Alpine, TX 79830

Tel: (432) 837-9555

Fax: (432) 837-9554

**ATTORNEYS FOR PLAINTIFF,  
TRANS-PECOS PIPELINE, LLC**

**EXHIBIT "A"**

Written: September 18, 2015  
TX-WO-BS-0048.000  
Field Notes for ETC Trans-Pecos Pipeline Project  
Anchor Ranch, LLC  
Brewster County, Texas  
6.15 Acre Permanent Easement

**GENERAL DESCRIPTION**

Centerline description for a Fifty foot (50') Wide Permanent Easement, lying Twenty-five feet (25') each side of the following described centerline, containing a calculated total of 6.15 Acres (267,699 sq. ft.), being out of and part of SECTION 122, BLOCK 9, GALVESTON, HARRISBURG AND SAN ANTONIO RAILWAY COMPANY (G. H. & S. A. R. CO.) SURVEY, ABSTRACT NO. 4273, BREWSTER COUNTY, TEXAS, said subject tract referenced as being conveyed to Anchor Ranch, LLC, in an instrument filed for record under Volume 284, Page 605, of the Official Public Records, Brewster County, Texas (O.P.R.B.C.T.), said centerline description for Fifty foot (50') Wide Permanent Easement being more particularly described by metes and bounds as follows:

**PERMANENT EASEMENT CENTERLINE DESCRIPTION**

Centerline for a proposed 6.15 Acres (267,699 sq. ft.), Fifty foot (50') Wide Permanent Easement lying Twenty-five feet (25') each side of the following described Centerline:

**COMMENCING** at a found 1/2-inch iron rod, having a grid coordinate of X = 2,071,123.86, Y = 11,052,334.67, for the common northeasterly corner of said SECTION 122, the northwesterly corner of SECTION 161, BLOCK 9, G. H. & S. A. R. CO. SURVEY, ABSTRACT NO. 4270, same being the northwesterly corner of a tract of land, referenced as being conveyed to 06 Ranch, Ltd. A Texas Limited Partnership, in an instrument filed for record under Volume 253, Page 680, O.P.R.B.C.T., the southwesterly corner of SECTION 158, BLOCK 9, (G. H. & S. A. R. CO.) SURVEY, ABSTRACT NO. 4278, and the southeasterly corner of SECTION 125, BLOCK 9, (G. H. & S. A. R. CO.) SURVEY, ABSTRACT NO. 8584, referenced as being a called 635.12 Acre Tract, conveyed to Clayton Williams Ranch Co., a Delaware Corporation, in an instrument filed for record under Volume 52, Page 522, O.P.R.B.C.T., all of BREWSTER COUNTY, TEXAS;

**THENCE**, South 27° 10' 47" East, along the common easterly line of said SECTION 122 and the westerly line of said SECTION 161, a distance of 396.30 feet, to the **POINT OF BEGINNING (P.O.B.)**, of the herein described centerline of a Fifty foot (50') Wide Permanent Easement, having a grid coordinate of X = 2,071,304.88, Y = 11,051,982.13, from which a found iron rod at a fence corner, having a grid coordinate of X = 2,073,594.57, Y = 11,047,523.00, for the common southeasterly corner of said SECTION 122, the southwesterly corner of SECTION 161, the northwesterly corner of SECTION 162, BLOCK 9, (G. H. & S. A. R. CO.) SURVEY, ABSTRACT NO. 4266, and the northeasterly corner of SECTION 121, BLOCK 9, (G. H. & S. A. R. CO.) SURVEY, ABSTRACT NO. 4756, all of BREWSTER COUNTY, TEXAS, bears, South 27° 10' 47" East, a distance of 5,012.64 feet.

**THENCE**, South 41° 37' 50" West, over and across said SECTION 122, a distance of 0.18 feet, to an angle point;

**THENCE**, South 51° 03' 55" West, a distance of 5,349.90 feet, to an angle point;

**THENCE**, South 39° 49' 41" West, a distance of 3.79 feet, to the **POINT OF TERMINATION (P.O.T.)**, of the herein described centerline of a 50' Wide Permanent Easement, having a grid coordinate of X = 2,067,140.83, Y = 11,048,617.02, said P.O.T. being on the common westerly line of said SECTION 122, and the easterly line of SECTION 123, BLOCK 9, (G. H. & S. A. R. CO.) SURVEY, ABSTRACT NO. 8261, BREWSTER COUNTY, TEXAS, same being the easterly line of a tract of land, referenced as being conveyed to Rebecca Smith, in an instrument filed for record under Volume 258, Page 550, O.P.R.B.C.T., from which a found 1-inch iron pipe, having a grid coordinate of X = 2,066,489.56, Y = 11,049,833.79, for the common northwesterly corner of said SECTION 122, the northeasterly corner of said SECTION 123, the southwesterly corner of SECTION 124, BLOCK 9, (G. H. & S. A. R. CO.) SURVEY, ABSTRACT NO. 4275, BREWSTER COUNTY, TEXAS, and the southeasterly corner of said SECTION 125, bears, North 28° 09' 30" West, a distance of 1,380.12 feet.

Whereas the above described Permanent Easement contains a calculated total of, 6.15 Acres (267,699 sq. ft.) of land, having a centerline distance of 5,353.87 linear feet, or 324.48 rods.

This easement description is not meant to depict a boundary survey.

**Bearing Source:** Basis of bearing is Grid North, referenced to the UTM Coordinate System, Zone 13, NAD 83, (Epoch 2011-12A). All distances are grid and may be reduced to surface by dividing by an average combined scale factor of 0.9996674.

I, Ernest Steven Holaway, Registered Professional Land Surveyor, No. 5479, do hereby certify that this easement survey description was made from an on the ground field survey, in April 2015, and that this description and included Exhibit "B", Easement Plat correctly represents the facts found at the date of the field survey, to the best of my knowledge and belief.


 09/18/2015  
Ernest Steven Holaway, R.P.L.S. Texas No. 5479  
09/18/15  
Hatch Mott MacDonald  
10333 Richmond Avenue, Suite 325  
Houston, TX 77042  
832-431-5729 - Office  
713-278-8132 - Fax  
TBPLS Firm No. 10193989



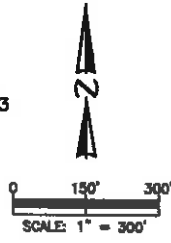
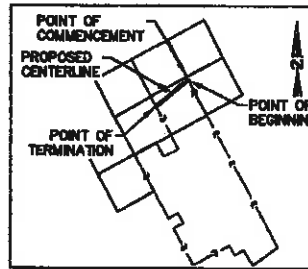
EXHIBIT "B"

PERMANENT EASEMENT AND TEMPORARY WORKSPACE  
LYING WITHIN AND BEING A PART OF  
SECTION 122, BLOCK 9  
GALVESTON, HARRISBURG AND SAN ANTONIO RAILWAY COMPANY SURVEY, A-4273  
BREWSTER COUNTY, TEXAS

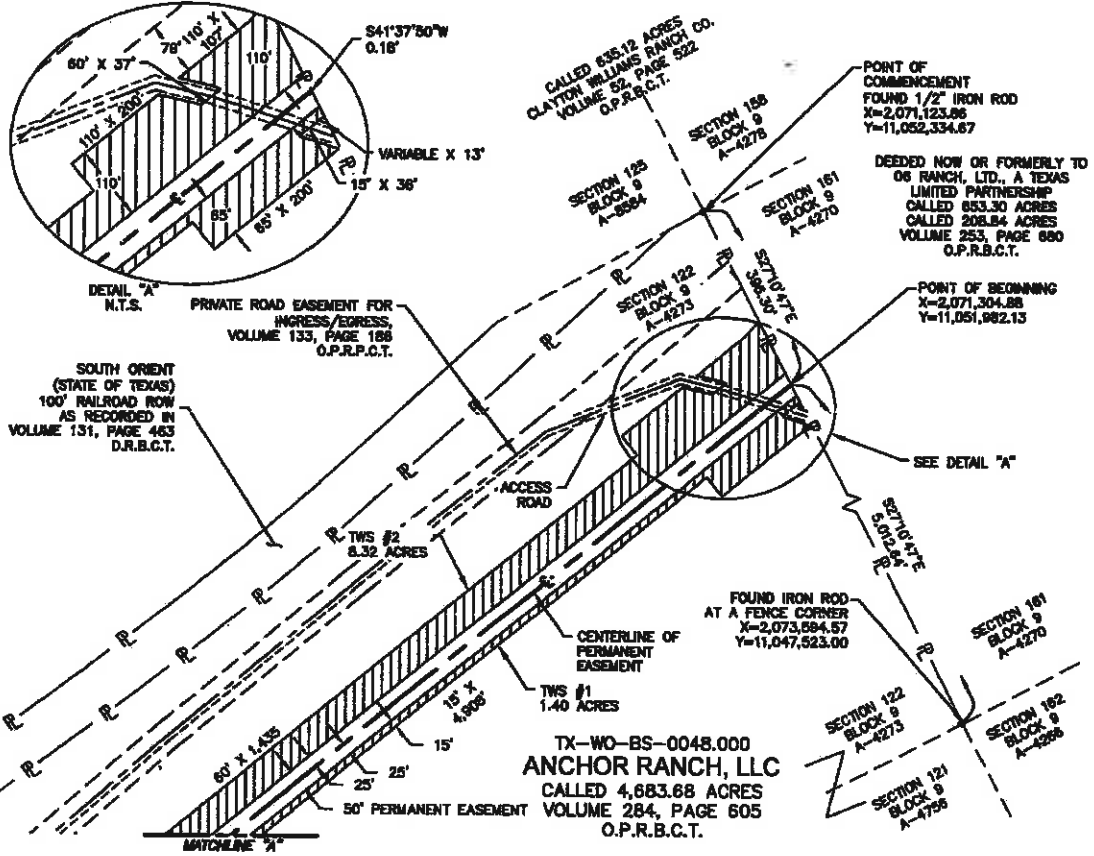
LEGEND

CL	CENTERLINE
PL	PROPERTY LINE
TX	TEXAS
ROW	RIGHT-OF-WAY
Hwy.	HIGHWAY
PROP.	PROPERTY
PERM.	PERMANENT
TWS	TEMPORARY WORKSPACE
TEMP.	TEMPORARY
CONC.	CONCRETE
MON.	MONUMENT
FND.	FOUND
A.P.S.	AS PER SURVEY
A.P.R.	AS PER RECORD
D.R.B.C.T.	DEED RECORDS BREWSTER COUNTY, TEXAS
O.P.R.B.C.T.	OFFICIAL PUBLIC RECORDS BREWSTER COUNTY, TEXAS
N.T.S.	NOT TO SCALE
A-	ABSTRACT

	PERM. EASEMENT	6.15 ACRES
	TEMP. WORKSPACE #1	8.32 ACRES
	TEMP. WORKSPACE #2	1.40 ACRES
	LINEAR FEET	5,353.87
	RODS	324.45



SHEET 2 OF 4



- NOTES:
1. BASIS OF BEARING IS GRID NORTH, REFERENCED TO THE UTM COORDINATE SYSTEM, ZONE 13, MAD 83, (EPOCH 2011-12A). ALL DISTANCES ARE GRID AND MAY BE REDUCED TO SURFACE BY DIVIDING BY AN AVERAGE COMBINED SCALE FACTOR OF 0.9999674. GPS SURVEY PERFORMED BY HATCH MOTT MACDONALD.
  2. INFORMATION DEPICTED HEREON IS BASED ON A SURVEY CONDUCTED FOR THE PURPOSE OF ESTABLISHING A BASELINE FOR MAPPING SELECTED TOPOGRAPHIC FEATURES AND LOCATING NECESSARY LINES FOR ENGINEERING DESIGN AND EASEMENT ACQUISITION.
  3. THIS IS AN EASEMENT DRAWING AND IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
  4. TITLE RESEARCH PERFORMED BY OTHERS.
  5. TEMPORARY WORKSPACE LIES ADJACENT AND CONTIGUOUS TO THE PERMANENT EASEMENT UNLESS OTHERWISE NOTED. THE SIDE LINES OF SAID EASEMENT LENGTHEN OR SHORTEN TO INTERSECT PROPERTY LINES, FOREIGN PIPELINES, WATER BODIES AND OTHER FEATURES THAT ARE NOT PERPENDICULAR TO THE CENTERLINE.
  6. NOT ALL EASEMENTS VISIBLE, APPARENT OR OF RECORD ARE SHOWN.
- TBPLS FIRM NO. 10193888

I, ERNEST STEVEN HOLAWAY, DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, THAT THIS EASEMENT PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE DATE OF THE FIELD SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*Ernest Steven Holaway* 09/15/2015 DATE:  
ERNEST STEVEN HOLAWAY  
RPLS NO. 5479  
PHONE: (832)431-5728  
FAX: (713)278-6132



PIPELINE, STATION, OR ACCOUNT NUMBER	SCALE 1"=300'	CONST. YR.		PROJECT NO. 353157
FILENUMBER	CADD FILENAME	DRAWN DATE 08/04/15		PREVIOUS DWG. NO.
REV. NO. - DESCRIPTION	BY	DATE	APP.	SHEET 2 OF 4 DWG. NO. TX-WO-BS-0048.000 SHEET 2 OF 4
A ISSUE TO RIGHT-OF-WAY	NCR	08/04/15	HMM	
B WORKSPACE CHANGES	MDM	09/15/15	HMM	

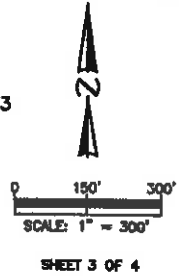
TRANS PECOS PIPELINE, LLC  
PROPOSED 42" PIPELINE  
BREWSTER COUNTY, TEXAS

**LEGEND**

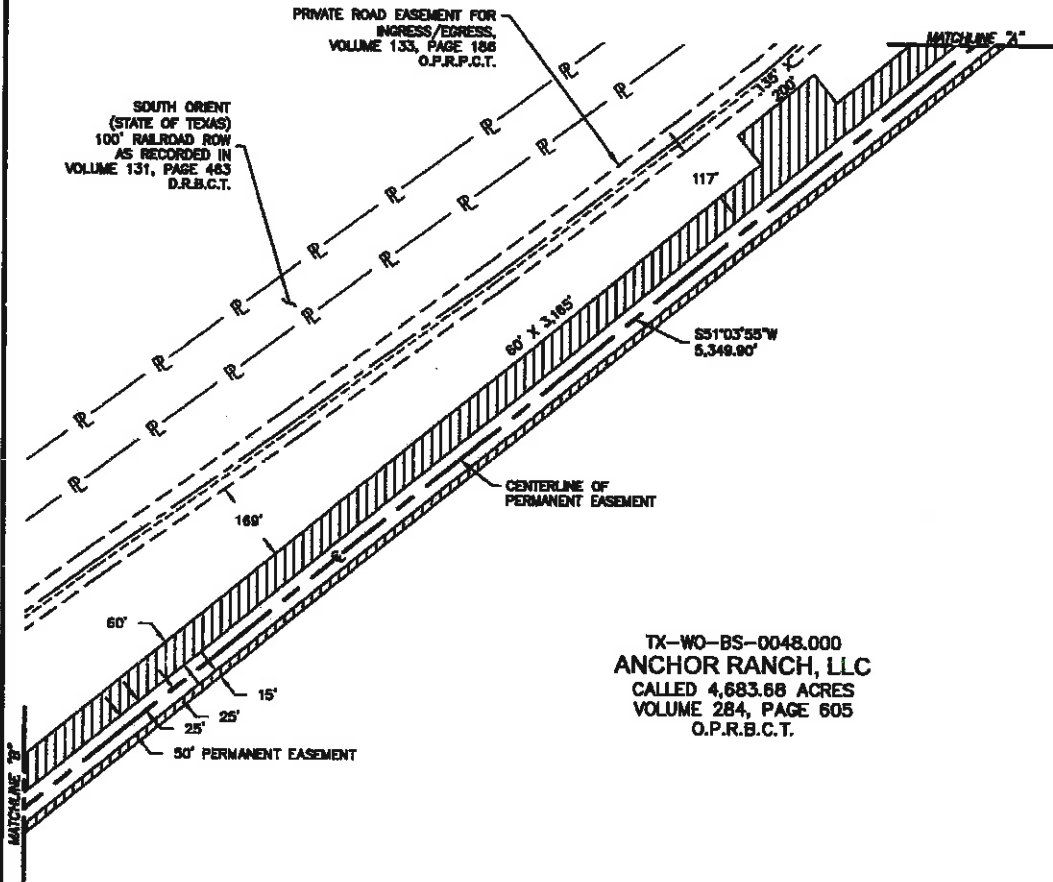
C	CENTERLINE
P	PROPERTY LINE
TX	TEXAS
ROW	RIGHT-OF-WAY
HWY.	HIGHWAY
PROP.	PROPERTY
PERM.	PERMANENT
TWS	TEMPORARY WORKSPACE
TEMP.	TEMPORARY
CONC.	CONCRETE
MON.	MONUMENT
FND.	FOUND
A.P.S.	AS PER SURVEY
A.P.R.	AS PER RECORD
D.R.B.C.T.	DEED RECORDS BREWSTER COUNTY, TEXAS
O.P.R.B.C.T.	OFFICIAL PUBLIC RECORDS BREWSTER COUNTY, TEXAS
N.T.S.	NOT TO SCALE
A-	ABSTRACT

**EXHIBIT "B"**

PERMANENT EASEMENT AND TEMPORARY WORKSPACE  
 LYING WITHIN AND BEING A PART OF  
 SECTION 122, BLOCK 9  
 GALVESTON, HARRISBURG AND SAN ANTONIO RAILWAY COMPANY SURVEY, A-4273  
 BREWSTER COUNTY, TEXAS



SHEET 3 OF 4



TX-WO-BS-0048.000  
 ANCHOR RANCH, LLC  
 CALLED 4,683.68 ACRES  
 VOLUME 284, PAGE 605  
 O.P.R.B.C.T.

**NOTES:**

1. BASIS OF BEARING IS GRID NORTH, REFERENCED TO THE UTM COORDINATE SYSTEM, ZONE 13, NAD 83, (EPOCH 2011-12A). ALL DISTANCES ARE GRID AND MAY BE REDUCED TO SURFACE BY DIVIDING BY AN AVERAGE COMBINED SCALE FACTOR OF 0.9999674. GPS SURVEY PERFORMED BY HATCH MOTT MACDONALD.
  2. INFORMATION DEPICTED HEREON IS BASED ON A SURVEY CONDUCTED FOR THE PURPOSE OF ESTABLISHING A BASELINE FOR MAPPING SELECTED TOPOGRAPHIC FEATURES AND LOCATING NECESSARY LINES FOR ENGINEERING DESIGN AND EASEMENT ACQUISITION.
  3. THIS IS AN EASEMENT DRAWING AND IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
  4. TITLE RESEARCH PERFORMED BY OTHERS.
  5. TEMPORARY WORKSPACE LIES ADJACENT AND CONTIGUOUS TO THE PERMANENT EASEMENT UNLESS OTHERWISE NOTED. THE SIDE LINES OF SAID EASEMENT LENGTHEN OR SHORTEN TO INTERSECT PROPERTY LINES, FOREIGN PIPELINES, WATER BODIES AND OTHER FEATURES THAT ARE NOT PERPENDICULAR TO THE CENTERLINE.
  6. NOT ALL EASEMENTS VISIBLE, APPARENT OR OF RECORD ARE SHOWN.
- TEPLS FRM NO. 10183888

I, ERNEST STEVEN HOLAWAY, DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, THAT THIS EASEMENT PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE DATE OF THE FIELD SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*E. Steven Holaway* 09/18/2015  
 ERNEST STEVEN HOLAWAY  
 RPLS NO. 5478  
 PHONE: (832)431-5729  
 FAX: (713)278-8132



PIPELINE, STATION, OR ACCOUNT NUMBER		SCALE 1"=300'	CONST. YR.		PROJECT NO. 353157
FILENUMBER	CADD FILENAME		DATE 08/04/15		
REV. NO. - DESCRIPTION	BY	DATE	APP.		PREVIOUS DWG. NO.
A ISSUE TO RIGHT-OF-WAY	NCR	08/04/15	HMM		SHT. 3 OF 4
B WORKSPACE CHANGES	MDM	08/15/15	HMM		DWG. NO. TX-WO-BS-0048.000 SHT. 3 OF 4

TRANS PECOS PIPELINE, LLC  
 PROPOSED 42" PIPELINE  
 BREWSTER COUNTY, TEXAS

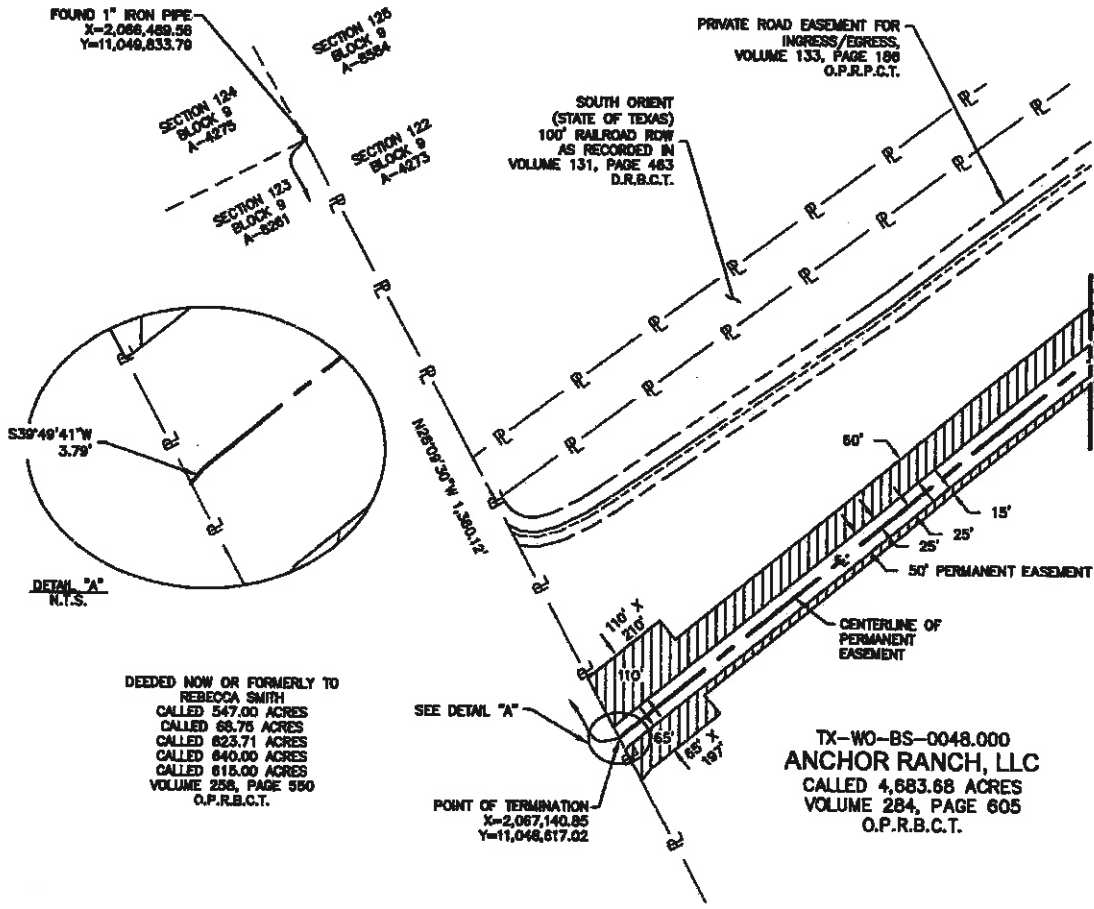
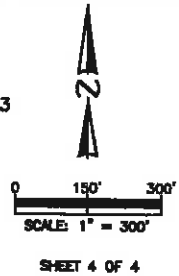


EXHIBIT "B"

PERMANENT EASEMENT AND TEMPORARY WORKSPACE  
 LYING WITHIN AND BEING A PART OF  
 SECTION 122, BLOCK 9  
 GALVESTON, HARRISBURG AND SAN ANTONIO RAILWAY COMPANY SURVEY, A-4273  
 BREWSTER COUNTY, TEXAS

LEGEND

C	CENTERLINE
R	PROPERTY LINE
TX	TEXAS
ROW	RIGHT-OF-WAY
HWY.	HIGHWAY
PROP.	PROPERTY
PERM.	PERMANENT
TWS	TEMPORARY WORKSPACE
TEMP.	TEMPORARY
CONC.	CONCRETE
MON.	MONUMENT
FND.	FOUND
A.P.S.	AS PER SURVEY
A.P.R.	AS PER RECORD
D.R.B.C.T.	DEED RECORDS BREWSTER COUNTY, TEXAS
O.P.R.B.C.T.	OFFICIAL PUBLIC RECORDS BREWSTER COUNTY, TEXAS
N.T.S.	NOT TO SCALE
A-	ABSTRACT



DEEDED NOW OR FORMERLY TO  
 REBECCA SMITH  
 CALLED 547.00 ACRES  
 CALLED 66.75 ACRES  
 CALLED 623.71 ACRES  
 CALLED 640.00 ACRES  
 CALLED 615.00 ACRES  
 VOLUME 256, PAGE 590  
 O.P.R.B.C.T.

TX-WO-BS-0048.000  
 ANCHOR RANCH, LLC  
 CALLED 4,683.68 ACRES  
 VOLUME 284, PAGE 605  
 O.P.R.B.C.T.

NOTES:

1. BASIS OF BEARING IS GRID NORTH, REFERENCED TO THE UTM COORDINATE SYSTEM, ZONE 13, NAD 83, (EPOCH 2011-12A). ALL DISTANCES ARE GRID AND MAY BE REDUCED TO SURFACE BY DIVIDING BY AN AVERAGE COMBINED SCALE FACTOR OF 0.9996674. GPS SURVEY PERFORMED BY HATCH MOTT MACDONALD.
  2. INFORMATION DEPICTED HEREON IS BASED ON A SURVEY CONDUCTED FOR THE PURPOSE OF ESTABLISHING A BASELINE FOR MAPPING SELECTED TOPOGRAPHIC FEATURES AND LOCATING NECESSARY LINES FOR ENGINEERING DESIGN AND EASEMENT ACQUISITION.
  3. THIS IS AN EASEMENT DRAWING AND IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
  4. TITLE RESEARCH PERFORMED BY OTHERS.
  5. TEMPORARY WORKSPACE LIES ADJACENT AND CONTIGUOUS TO THE PERMANENT EASEMENT UNLESS OTHERWISE NOTED. THE SIDE LINES OF SAID EASEMENT LENGTHEN OR SHORTEN TO INTERSECT PROPERTY LINES, FOREIGN PIPELINES, WATER BODIES AND OTHER FEATURES THAT ARE NOT PERPENDICULAR TO THE CENTERLINE.
  6. NOT ALL EASEMENTS VISIBLE, APPARENT OR OF RECORD ARE SHOWN.
- TIPLS FIRM NO. 10183869

I, ERNEST STEVEN HOLAWAY, DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, THAT THIS EASEMENT PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE DATE OF THE FIELD SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*Ernest Steven Holaway* 09/15/2015  
 ERNEST STEVEN HOLAWAY  
 RPLS NO. 5479  
 PHONE: (832)431-5726  
 FAX: (713)278-6132



PIPELINE, STATION, OR ACCOUNT NUMBER		SCALE 1"=300'	CONST. YR.		PROJECT NO. 353157	
FILENUMBER	CAOD FILENAME		DATE 08/04/15		PREVIOUS DWG. NO.	
REV. NO. - DESCRIPTION	BY	DATE	APP.		SHEET 4 OF 4 DWG. NO. TX-WO-BS-0048.000 SHEET 4 OF 4	
A	ISSUE TO RIGHT-OF-WAY	NCR	08/04/15			HMM
B	WORKSPACE CHANGES	MEM	04/15/15			HMM

TRANS PECOS PIPELINE, LLC  
 PROPOSED 42" PIPELINE  
 BREWSTER COUNTY, TEXAS



# CIVIL CASE INFORMATION SHEET

CAUSE NUMBER (FOR CLERK USE ONLY): \_\_\_\_\_ COURT (FOR CLERK USE ONLY): \_\_\_\_\_

STYLED Trans-Pecos Pipeline, LLC v. Anchor Ranch, LLC

(e.g., John Smith v. All American Insurance Co; In re Mary Ann Jones; In the Matter of the Estate of George Jackson)

A civil case information sheet must be completed and submitted when an original petition or application is filed to initiate a new civil, family law, probate, or mental health case or when a post-judgment petition for modification or motion for enforcement is filed in a family law case. The information should be the best available at the time of filing.

<b>1. Contact information for person completing case information sheet:</b>  Name: _____ Email: _____ Victoria Whitelaw _____ twhitelaw@zflawfirm.com _____  Address: _____ Telephone: _____ 1135 Heights Boulevard _____ 713-802-9117 _____  City/State/Zip: _____ Fax: _____ Houston/TX/77008 _____ 713-802-9114 _____  Signature: _____ State Bar No: _____ _____ 24093355 _____		<b>Names of parties in case:</b>  Plaintiff(s)/Petitioner(s): _____ Trans-Pecos Pipeline, LLC _____  Defendant(s)/Respondent(s): _____ Anchor Ranch, LLC _____  _____ _____ _____ _____		<b>Person or entity completing sheet is:</b> <input checked="" type="checkbox"/> Attorney for Plaintiff/Petitioner <input type="checkbox"/> Pro Se Plaintiff/Petitioner <input type="checkbox"/> Title IV-D Agency <input type="checkbox"/> Other: _____  Additional Parties in Child Support Case:  Custodial Parent: _____  Non-Custodial Parent: _____  Presumed Father: _____  _____ _____	
<b>2. Indicate case type, or identify the most important issue in the case (select only 1):</b>					
<b>Civil</b>			<b>Family Law</b>		
<b>Contract</b> <i>Debt/Contract</i> <input type="checkbox"/> Consumer/DTPA <input type="checkbox"/> Debt/Contract <input type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Other Debt/Contract: _____  <i>Foreclosure</i> <input type="checkbox"/> Home Equity—Expedited <input type="checkbox"/> Other Foreclosure <input type="checkbox"/> Franchise <input type="checkbox"/> Insurance <input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Non-Competition <input type="checkbox"/> Partnership <input type="checkbox"/> Other Contract: _____	<b>Injury or Damage</b> <input type="checkbox"/> Assault/Battery <input type="checkbox"/> Construction <input type="checkbox"/> Defamation <i>Malpractice</i> <input type="checkbox"/> Accounting <input type="checkbox"/> Legal <input type="checkbox"/> Medical <input type="checkbox"/> Other Professional Liability: _____ <input type="checkbox"/> Motor Vehicle Accident <input type="checkbox"/> Premises <i>Product Liability</i> <input type="checkbox"/> Asbestos/Silica <input type="checkbox"/> Other Product Liability List Product: _____ <input type="checkbox"/> Other Injury or Damage: _____	<b>Real Property</b> <input checked="" type="checkbox"/> Eminent Domain/Condemnation <input type="checkbox"/> Partition <input type="checkbox"/> Quiet Title <input type="checkbox"/> Trespass to Try Title <input type="checkbox"/> Other Property: _____  <b>Related to Criminal Matters</b> <input type="checkbox"/> Expunction <input type="checkbox"/> Judgment Nisi <input type="checkbox"/> Non-Disclosure <input type="checkbox"/> Seizure/Forfeiture <input type="checkbox"/> Writ of Habeas Corpus—Pre-indictment <input type="checkbox"/> Other: _____	<b>Marriage Relationship</b> <input type="checkbox"/> Annulment <input type="checkbox"/> Declare Marriage Void <i>Divorce</i> <input type="checkbox"/> With Children <input type="checkbox"/> No Children  <b>Other Family Law</b> <input type="checkbox"/> Enforce Foreign Judgment <input type="checkbox"/> Habeas Corpus <input type="checkbox"/> Name Change <input type="checkbox"/> Protective Order <input type="checkbox"/> Removal of Disabilities of Minority <input type="checkbox"/> Other: _____	<b>Post-judgment Actions (non-Title IV-D)</b> <input type="checkbox"/> Enforcement <input type="checkbox"/> Modification—Custody <input type="checkbox"/> Modification—Other  <b>Title IV-D</b> <input type="checkbox"/> Enforcement/Modification <input type="checkbox"/> Paternity <input type="checkbox"/> Reciprocal (UIFSA) <input type="checkbox"/> Support Order  <b>Parent-Child Relationship</b> <input type="checkbox"/> Adoption/Adoption with Termination <input type="checkbox"/> Child Protection <input type="checkbox"/> Child Support <input type="checkbox"/> Custody or Visitation <input type="checkbox"/> Gestational Parenting <input type="checkbox"/> Grandparent Access <input type="checkbox"/> Parentage/Paternity <input type="checkbox"/> Termination of Parental Rights <input type="checkbox"/> Other Parent-Child: _____	
<b>Employment</b> <input type="checkbox"/> Discrimination <input type="checkbox"/> Retaliation <input type="checkbox"/> Termination <input type="checkbox"/> Workers' Compensation <input type="checkbox"/> Other Employment: _____	<b>Other Civil</b> <input type="checkbox"/> Administrative Appeal <input type="checkbox"/> Antitrust/Unfair Competition <input type="checkbox"/> Code Violations <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Intellectual Property  <input type="checkbox"/> Lawyer Discipline <input type="checkbox"/> Perpetuate Testimony <input type="checkbox"/> Securities/Stock <input type="checkbox"/> Tortious Interference <input type="checkbox"/> Other: _____		<b>Probate &amp; Mental Health</b> <input type="checkbox"/> Guardianship—Adult <input type="checkbox"/> Guardianship—Minor <input type="checkbox"/> Mental Health <input type="checkbox"/> Other: _____		
<b>3. Indicate procedure or remedy, if applicable (may select more than 1):</b>					
<input type="checkbox"/> Appeal from Municipal or Justice Court <input type="checkbox"/> Arbitration-related <input type="checkbox"/> Attachment <input type="checkbox"/> Bill of Review <input type="checkbox"/> Certiorari <input type="checkbox"/> Class Action	<input checked="" type="checkbox"/> Declaratory Judgment <input type="checkbox"/> Garnishment <input type="checkbox"/> Interpleader <input type="checkbox"/> License <input type="checkbox"/> Mandamus <input type="checkbox"/> Post-judgment	<input type="checkbox"/> Prejudgment Remedy <input type="checkbox"/> Protective Order <input type="checkbox"/> Receiver <input type="checkbox"/> Sequestration <input type="checkbox"/> Temporary Restraining Order/Injunction <input type="checkbox"/> Turnover			
<b>4. Indicate damages sought (do not select if it is a family law case):</b>					
<input type="checkbox"/> Less than \$100,000, including damages of any kind, penalties, costs, expenses, pre-judgment interest, and attorney fees <input checked="" type="checkbox"/> Less than \$100,000 and non-monetary relief <input type="checkbox"/> Over \$100,000 but not more than \$200,000 <input type="checkbox"/> Over \$200,000 but not more than \$1,000,000 <input type="checkbox"/> Over \$1,000,000					