

## RELEASE OF EASEMENT

**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.**

STATE OF TEXAS           §  
                                      §       **KNOW ALL MEN BY THESE PRESENTS:**  
 COUNTY OF BRAZOS       §

WHEREAS, Richard H. Harrison III executed, acknowledged, and delivered to FERGUSON CROSSING PIPELINE CORPORATION ("Ferguson") that certain Easement Agreement granting an easement for a pipeline across certain lands situated in the Stephen F. Austin League No. 10, recorded in Volume 498, Page 653, Document No. 1981-210212, in the Official Public Records of Brazos County, Texas (the "Easement"); and

WHEREAS, Ferguson executed, acknowledged, and delivered to ANDRUS PIPELINE CORPORATION ("Andrus") the rights and privileges granted by the Easement by virtue of the Assignment, Conveyance, and Easement between Ferguson and Andrus recorded April 28, 1983, Volume 573, Page 311, Document No. of 1983-261793, in the Official Public Records of Brazos County, Texas; and

Whereas, BORD, LLC ("Bord") own that certain real property described as all that certain 22.85 acres, Lot 87.1, Stephen F. Austin No. 10, and further described as part of the tract in the deed recorded July 20, 2018, Volume 14807, Page 198, Document No. 2018-1335738, in the Official Public Records of Brazos County, Texas (the "Property"); and

WHEREAS, Bord, who are the current owners of the property subject to and encumbered by the Easement and their heirs, legal representatives, successors, and assigns, wish to release and waive any claims, demands, or actions that they may have or claim to have against Andrus regarding the Easement and the Property; and

WHEREAS, effective the date written below, Andrus wishes and desires to terminate, cancel, and release all rights to the Easement; and

WHEREAS, Andrus and their heirs, legal representatives, successors, and assigns, wish to release and waive any claims, demands, or actions that they may have or claim to have against Bord regarding the Easement and the Property.

NOW, THEREFORE, for ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Andrus, it is agreed as follows:

1. Andrus, for themselves and their successors and assigns do hereby forever TERMINATE, CANCEL, AND RELEASE their rights under the Easement in all respects for all purposes.

2. Bord, for themselves and their heirs, legal representatives, successors, and assigns do hereby forever RELEASE and WAIVE in all respects and for all purposes any and all claims, demands, or actions that they may have or claim to have against Andrus and their successors and assigns regarding the Easement and the Property.

3. Andrus, for themselves and their heirs, legal representatives, successors, and assigns do hereby forever RELEASE and WAIVE in all respects and for all purposes any and all claims, demands, or actions that they may have or claim to have against Bord and their successors and assigns regarding the Easement and the Property.

It is expressly stipulated and understood that hereafter Andrus shall not have or be deemed to have, any rights, titles, interests, estates, privileges, or other benefits of any kind whatsoever, express or implied, in and to the Easement with respect to the Property.

This Release of Easement shall be construed in accordance with the laws of the State of Texas without regard to any applicable conflicts of law and shall be deemed performable in Brazos County, Texas.

This Release of Easement constitutes the entire agreement between the parties in connection with the subject matter herein and supersedes any and all prior agreements, representations, and understandings, whether oral or written, with respect to the subject matter herein and may not be amended or modified without the express written agreement of the parties hereto.

This Release of Easement may be executed in any number of identical counterparts, each of which shall be deemed and original, but all of which together shall constitute but one and the same agreement.

***-The remainder of this page intentionally left blank-***

EXECUTED to be effective as of the 25<sup>th</sup> day of AUGUST, 2024.<sup>5</sup>

By: Andrus Pipeline Corporation



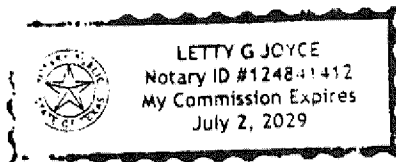
Charles R. Robinson, President


STATE OF TEXAS §

COUNTY OF GRIMES §

Before me, the undersigned notary, on this day personally appeared **Charles R. Robinson, President of Andrus Pipeline Corporation, a Texas corporation**, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on the 25<sup>th</sup> day of AUGUST, 2024.



  
Notary Public, State of Texas

EXECUTED to effective as of the Date first above stated.

Bord, LLC

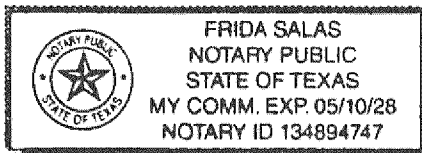
  
By: J. Stephen Arden, Manager of Bord, LLC

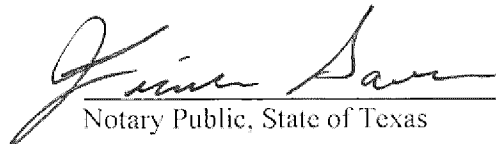
STATE OF TEXAS §

COUNTY OF BRAZOS §

Before me, the undersigned notary, on this day personally appeared **J. Stephen Arden, Manager of Bord, LLC**, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on the 8<sup>th</sup> day of August, 2025.



  
Notary Public, State of Texas

**Brazos County  
Karen McQueen  
County Clerk**

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**Instrument Number:** 1566653

Volume : 20087

ERecordings - Real Property

Recorded On: September 08, 2025 11:14 AM

Number of Pages: 5

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**" Examined and Charged as Follows: "**

Total Recording: \$41.00

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**\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\***

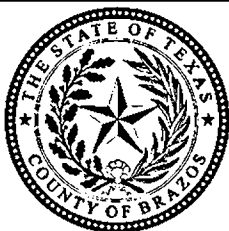
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 1566653  
Receipt Number: 20250908000051  
Recorded Date/Time: September 08, 2025 11:14 AM  
User: Thao C  
Station: CCLERK01

**Record and Return To:**

Simplifile  
5072 NORTH 300 WEST  
  
PROVO UT 84604



STATE OF TEXAS  
COUNTY OF BRAZOS

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time  
printed hereon, and was duly RECORDED in the Official Public Records of Brazos County, Texas.

Karen McQueen  
County Clerk  
Brazos County, TX