

TEMPORARY 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.

THE STATE OF TEXAS §
 §
COUNTY OF WALKER §

THIS EASEMENT AGREEMENT (the "Agreement") is made and entered into the day of August, 2008, by JONATHAN THORNBERRY and THORNBERRY OILFIELD SERVICE, INC. (collectively called "Grantor") and MID-TRINITY RIVER MITIGATION, LP, a Texas Limited Partnership, acting herein by ST ASSET MANAGEMENT, LLC, a Texas Limited Liability Company, its General Manager (collectively called "Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of 943.182 acres of land, more or less (hereinafter referred to as the "Servient Estate"), constituting the residue of a called 1973.18 acres situated in the G. Badillo Survey, A-4, and the Jose Ortega Survey, A-34, in Walker County, Texas described as Tract No. 1 in the deed from Jonathan Thornberry, Trustee, to Jonathan Thornberry, Individually, dated August 26, 2003, recorded in Volume 583, Page 209, Official Public Records of Walker County, Texas, after the conveyance by deed of even date herewith by Grantor to Grantee of 922.973 acres, more or less, and 100.681 acres, more or less, said deed to be recorded simultaneously with the recording of this Easement and to which reference is here made for further description; and

WHEREAS, Grantee is acquiring title to (among other property) Tract 1B, containing 100.681 acres of land, more or less (hereinafter referred to as the "Dominant Estate"), which is described in the deed of even date herewith from Grantor to Grantee, which is to be recorded simultaneously with the recording of this Easement, and to which reference is here made for further description, which Tract 1B does not adjoin any public road or otherwise have the benefit of a dedicated easement; and

WHEREAS, Grantor desires to grant a right-of-way easement over a portion of the Servient Estate for the purpose of access, ingress and egress to and from FM Road No. 230 to the Dominant Estate, all upon the terms, conditions and limitations hereinafter set forth;

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration and the promises, covenants and agreements hereinafter contained and the benefit accruing to each of the parties hereto under the provisions hereof, the parties hereto do hereby agree as follows:

I. Grantor does hereby GRANT, BARGAIN, SELL and CONVEY to Grantee a private and non-exclusive right-of-way and easement over that certain area of the Servient Estate designated initially as the center line of **Koonce Road Easement**, commencing with the south right of way line of FM Road No. 230 and extending in a southerly direction until the center line of a called **Field Road** splits off of the Koonce Road Easement and travels in a southerly and south easterly direction until its point of intersection of the north line of Tract 1B, containing 100.681 acres, being conveyed by Grantor to Grantee by deed of even date herewith, said right of way and Tract 1B being shown on a portion of the survey plat dated July 10, 2008, prepared by John T. Jakubik & Assoc., LLC, attached hereto as Exhibit "A" and made a part hereof for all purposes (the "Easement") for the sole purpose of passenger vehicle, bicycle and pedestrian ingress and egress from Walker County FM Road No. 230 (the "Road") to the Dominant Estate, subject to the following conditions:

- a. ~~Use of the Easement shall only be for noneommercial purposes;~~

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b. Littering shall not be permitted on the Easement or the Servient Estate, and any garbage, waste or debris that is deposited on the Easement or Servient Estate as a result of persons using the Easement pursuant to this Agreement shall be removed immediately by Grantee;

c. Illegal or unlawful uses or activities shall not be permitted on the Easement;

d. Grantee shall not cause any damage to any persons, livestock, real property or personal property located on the Servient Estate;

e. Grantee hereby agrees to indemnify and hold Grantor harmless against any and all liability arising out of any and all uses of the Easement by Grantee, Grantee's heirs, successors, legal representatives, assigns, guests, and invitees; and Grantee hereby releases Grantor from liability for any harm that each Grantee may incur from the use of the Easement by Grantee, Grantee's heirs, successors, legal representatives, assigns, guests, and invitees;

f. Grantee shall be responsible for maintenance of the Easement including but not limited to repairing any potholes or other surface defects, installing, repairing or replacing gates, fences, posts, lights or lighting system on the Easement, or any clean-up or maintenance work that is required due to normal wear and tear, the elements, or acts of God, subject, however to the following: If Grantor conveys those portions of the Servient Estate described on Exhibit "A" attached hereto, then in such event the Grantee of such property described on Exhibit "A" shall share equally in the cost of the maintenance of the Easement;

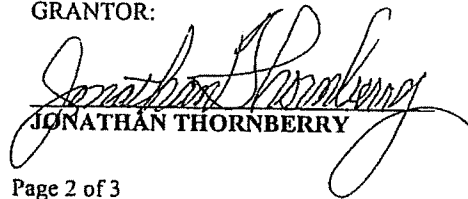
2. The Easement granted herein shall and does hereby create in Grantee and all future owners and mortgagees of the Dominant Estate or any portion thereof, the free and uninterrupted, but non-exclusive, as hereinafter provided, use, liberty, privilege, enjoyment and easement at any time of passing across, upon and over the Easement for the purposes specified above. Further, without limiting the generality of the foregoing, and unless and until the Easement is terminated, the Easement granted herein: (i) shall be permanent, perpetual, private and non-exclusive, it being understood that the Grantor is not dedicating the Easement for use by the general public and hereby retains the right to grant and convey similar rights and easements to such other persons, firms and entities as the Grantor may deem proper, provided that the use of the Easement by such other persons, firms and entities does not obstruct or prevent the use of the same by Grantee, Grantee's heirs, successors, legal representatives and assigns, for the uses and purposes hereinafter described, and (ii) shall be for the benefit of the Dominant Estate only, and (iii) shall inure to the benefit of any persons, firms, entities or corporations (including their respective heirs, successors, legal representatives and assigns), as well as their invitees, licensees, mortgagees and tenants (but only so long as they remain tenants with respect to the Dominant Estate), to whom the Dominant Estate, or any portion thereof, shall be in turn conveyed by Grantee.

3. The obligations, benefits and burdens of the parties hereto shall be covenants running with the land and shall apply to, be binding upon and inure to the benefit of all present and future owners, and mortgagees of the Dominant Estate and the Servient Estate, and their respective heirs, successors, and legal representatives. It is understood and agreed that the rights, obligations and liabilities of the respective owners of the Dominant Estate and the Servient Estate as herein set forth shall apply to, be binding upon and inure to the benefit of the owners of the Dominant Estate and the Servient Estate only during such time as such persons, firms or entities are record owners of the Dominant Estate and the Servient Estate.

4. Notwithstanding all other provisions to the contrary contained above, Grantee contemplates acquiring an easement from another source to Tract 1B. In the event Grantee acquires an easement that is more satisfactory for Grantee's usage, Grantee agrees to have prepared and execute a release of the easement herein granted.

EXECUTED this 8th day of August, 2008

GRANTOR:


JONATHAN THORBERRY

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THORNBERRY OILFIELD SERVICE, INC..

By J. M. Thornberry
J. M. THORNBERRY, President

GRANTEE:

MID-TRINITY RIVER MITIGATION, LP, a
Texas Limited Partnership,

By: ST ASSET MANAGEMENT, LLC, a
Texas Limited Liability Company, its
General Manager

By [Signature]
Name _____
Title _____

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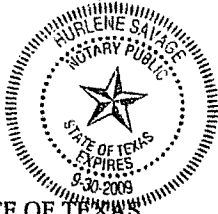
This instrument was acknowledged before me on the 5th day of August, 2008, by
JONATHAN THORNBERRY.



Hurlene Savage
NOTARY PUBLIC in and for
The State of Texas.

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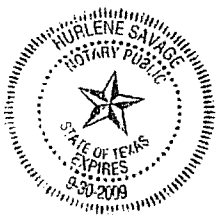
This instrument was acknowledged before me on the 5th day of August, 2008, by J.
M. THORNBERRY, President of THORNBERRY OILFIELD SERVICE, INC.



Hurlene Savage
NOTARY PUBLIC in and for
The State of Texas.

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This instrument was acknowledged before me on the 8 day of August, 2008, by
Stanley P. Stewart, an authorized officer of ST ASSET MANAGEMENT,
LLC, a Texas Limited Liability Company, as General Manager of MID-TRINITY RIVER
MITIGATION, LP, a Texas Limited Partnership.



Hurlene Savage
NOTARY PUBLIC in and for
The State of Texas.