

FILED FOR RECORD

_____ O'CLOCK _____ M

MAY 29 2026

**VANESSA JAMES, County Clerk
JACK COUNTY, TEXAS**

BY _____ DEPUTY

Line Name: O'Bannion Energy Storage, LLC

E- _____

WA# _____

EASEMENT AND RIGHT OF WAY

THE STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF JACK §

That on this 11 day of May, 2026, the COUNTY OF JACK, STATE OF TEXAS hereinafter called "Grantor," whether one or more, for and in consideration of Ten and no/100 Dollars (\$10.00) and other valuable consideration to Grantor in hand paid by O'Bannion Energy Storage, LLC, a North Carolina limited liability company maintaining an address at 101 N Columbia Street, Suite 200, Chapel Hill, North Carolina 27514, hereinafter referred to as "Grantee", has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, its successors and assigns, an easement and right -of-way for electric power and communications lines, each consisting of variable number of wires and cables, and all necessary or desirable appurtenances including supporting structures, foundations, guy wires and guy anchorages (the "Facilities") over, under, across and upon the certain tract of land located in Jack County, Texas, more particularly described in Exhibits A and depicted on a plat attached as Exhibit B, hereto and made part hereof, and by its conveyance of this easement and right -of-way, Grantor consents to the route as described on the exhibits attached hereto, understanding in full that Exhibits A and B will be substituted with a complete legal description and survey obtained by a registered public surveyor, at a later date. A final survey shall be filed with the Jack County Clerk's Office.

Together with: (1) the right of ingress and egress over and along the easement and right-of-way, for the purpose of and with the right to construct, operate, improve, reconstruct, replace, repair, inspect, patrol, maintain and add or remove such electric power and communications lines or other Facilities as the Grantee may from time to time find necessary, convenient or desirable to erect thereon during the initial construction of the Facilities or at any time thereafter; (2) the right to relocate its Facilities along the same general direction of said lines; (3) the right to trim and cut down trees and shrubbery on the easement and right -of-way, including by use of herbicides or other similar chemicals approved by the U. S. Environmental Protection Agency, to the extent, in the sole judgment of the Grantee, necessary to prevent possible interference with the operation of said lines or to remove possible hazard thereto; and (4) to prevent the construction on the easement and right -of-way of any or all buildings, structures and obstructions.

Grantor reserves the right to use the easement and right of way area provided such use shall not include the growing of trees thereon or any other use that might, in the sole judgment of the Grantee, interfere with the exercise by the Grantee of the rights hereby granted. Grantor further reserves the right to lay out, dedicate, construct, maintain, and use across said strip such roads, streets, alleys, railroad tracks, underground telephone cables and conduits, and gas, water, and sewer pipelines as will not interfere with Grantee's use of said land for the purpose aforesaid, provided all such Facilities shall be located at angles of not less than 45 degrees to any of Grantee's lines, and shall be so constructed as to provide for Grantee's Facilities the minimum clearances provided by law and recognized as the standard in the electrical industry, as same may change from time to time.

No later than sixty (60) days prior to commencing physical ground or earth-moving work in preparation for the construction and placement of the Facilities on, in or under the easement and right of way, Grantee shall submit construction drawings for review and comment to Grantor; Grantee shall use commercially reasonable efforts, where practicable, to apply Grantor's comments, if any. Additionally, if Grantor deems independent engineering consult to be necessary for the review of the construction drawings, and submits such request in writing to Grantee, then, Grantee will pay all reasonable costs associated with the hire and review performed by such independent engineer.

Prior to commencing work on the easement and right of way area and throughout the construction process through completion and thereafter, for a period of an additional twelve (12) months, Grantee agrees to obtain and maintain a performance bond from a financial institution or other qualified surety to ensure that the work performed is in compliance with terms hereof as well as all laws, rules and regulations governing the work from its inception through to completion and reclamation of disturbed area(s). The performance bond shall primarily protect Grantor to ensure that Grantee and all of its contractors, subcontractors, employees, principals, their respective successors and assigns fulfill the duties and obligations expressed hereunder.

In the event of a fire, explosion or any other catastrophe caused or occasioned by Grantee and/or its personnel, contractors or subcontractors, that results in damage to or destruction of Grantor's county-owned equipment or vehicles, including any emergency response units, the repair or replacement of such equipment/vehicles shall be the responsibility of Grantee, and at the option of Grantee, such catastrophic event may be addressed in and covered by the performance bond or by separate surety bond or insurance policy.

As additional consideration for the grant of the easement(s) referenced herein above, Grantee shall pay to Grantor, on an annual basis, for a period of ten (10) years, commencing on the Project's Commercial Operations Date, and reoccurring on the anniversary of same, the amount of Fifty Thousand Dollars (\$50,000) per annum. Notwithstanding the above, and for the avoidance of doubt, the payment contemplated hereunder shall not be effective or binding on Grantee if: (i) the Commercial Operations

Date is never achieved, or (ii) the easement contemplated hereunder is not utilized for the Facilities.

Grantor represents and warrants that it does not meet any of the ownership, control, or headquarters criteria listed in Lone Star Infrastructure Protection Act, Chapter 113 of the Texas Business & Commerce Code, as added by Act of June 18, 2021, 87th Leg., R.S., Ch. 975 (S.B. 2116) (relating to China, Iran, North Korea, Russia, and any other country designated by the Texas governor as a threat to critical infrastructure).

Grantor shall not have any responsibility for repairs or maintenance of the line. Grantor shall not be liable for any damages caused to the line.

The width of the easement shall be sixty feet (60 ft). All lines will be buried at least (eight) 8 ft in depth. The final location of the easement and line will be agreed upon by the Pct. 3 County Commissioner.

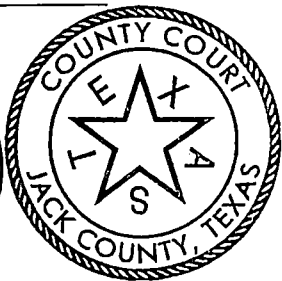
TO HAVE AND TO HOLD the above-described easement and right-of-way unto the said Grantee, its successors, and assigns, as of the date first above written and continuing until the the occurrence of either: (i) the failure of construction contemplated herein to commence prior to December 31, 2030, or (ii) all of the said lines and other Facilities shall have been abandoned, and in either event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns; and Grantor hereby binds Grantor and Grantor's heirs, successors, assigns, and legal representatives, to warrant and forever defend the above - described easement and right -of-way unto Grantee, its successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. This easement may be assigned in whole or in part.

EXECUTED this 11th day of May 2026.

GRANTOR: THE COUNTY OF JACK
STATE OF TEXAS

Signature: _____

Printed Name: Brian Keith Umphress,
Title: Jack County Judge



ACKNOWLEDGEMENT

(Single Acknowledgement)

STATE OF TEXAS §

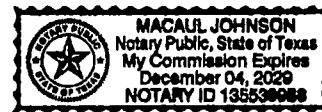
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COUNTY OF Jack §

BEFORE ME, the undersigned authority, on this day personally appeared Brian Keith Umphress, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

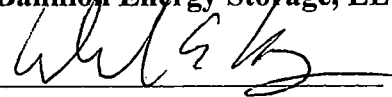
GIVEN UNDER MY HAND AND SEAL OF OFFICE this day of, A.D. 2026.

Macaul Johnson
Notary Public in and for the State of Texas



EXECUTED this day _____ of May, 2026.

GRANTEE: **O'Bannion Energy Storage, LLC**

Signature: 

Printed Name: EDWARD MAY,
Title: CHIEF OPERATING OFFICER

ACKNOWLEDGEMENT

STATE OF North Carolina

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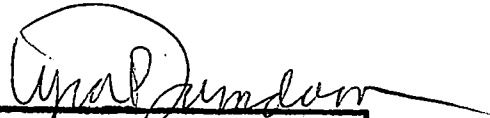
COUNTY OF Orange §

BEFORE ME, the undersigned authority, on this day personally appeared Edward May, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and he/she is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OFFICE this _____ day of _____, A. D. 2026.

Notary Public in and for the State of North Carolina

After recording, return to: **O'Bannion Energy Storage, LLC 101 North Columbia Stret, Suite 200, Chapel Hill, NC 27514**


Lyra P Dumdum
NOTARY PUBLIC
Wake County
North Carolina

Expires Jan 2029

EXHIBIT "A"

Attached to and made a part of that certain Easement and Right of Way dated _____, 2026; The County of Jack, State of Texas, as Grantor and O'Bannion Energy Storage, LLC, Grantee.

METES AND BOUNDS DESCRIPTION FOR A PROPOSED ELECTRIC LINE EASEMENT

METES AND BOUNDS DESCRIPTION OF A PROPOSED 3.827 ACRE ELECTRIC LINE EASEMENT TRACT ACROSS THE APPARENT RIGHT OF WAY OF ROCK CREEK ROAD, HAVING A VARIABLE RIGHT OF WAY, BEING PARTIALLY WITHIN THE W.C. JOHNSON SURVEY, ABSTRACT 1122 AND WITHIN THE T.E. & L. CO SURVEY, ABSTRACT NO. 625, JACK COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT (GRID N:7,062,797.51; GRID E:2,016,124.97) A FOUND 7-INCH CEDAR FENCE CORNER POST FOR THE SOUTHWEST CORNER OF A TRACT OF LAND TO WILLIAM JORDAN BISHOP AND JASON ROBERT BISHOP AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN VOLUME 1061, PAGE 641, O.P.R.J.C.T., IN THE NORTH LINE OF ROCK CREEK ROAD (AN UNRECORDED RIGHT OF WAY), HAVING A VARIABLE RIGHT OF WAY WIDTH, FOR THE NORTHWEST CORNER OF THIS EASEMENT:

THENCE N 89°57'50" E, GENERALLY ALONG A FENCE AND WITH THE ASSUMED NORTH LINE OF SAID ROCK CREEK ROAD, COMMON TO THE SOUTH LINE OF SAID BISHOP TRACT, A DISTANCE OF 398.71 FEET TO A FOUND 1/2-INCH IRON ROD WITH ORANGE CAP MARKED "BASELINE HAKUEHLEM" FOR THE SOUTHWEST CORNER OF A TRACT TO LD ENERGY PROPCO LLC, ACCORDING TO THE DOCUMENT RECORDED IN INSTRUMENT NUMBER 20240002113, O.P.R.J.C.T. FOR AN INTERIOR CORNER OF THIS EASEMENT;

THENCE N 89°47'12" E, GENERALLY ALONG SAID FENCE AND SAID ASSUMED NORTH LINE OF ROCK CREEK ROAD, COMMON TO THE SOUTH LINE OF SAID LD ENERGY TRACT, A DISTANCE OF 370.34 FEET TO A FOUND 1/2-INCH IRON ROD WITH YELLOW CAP MARKED "BW2" FOR THE SOUTHWEST CORNER OF SAID LD ENERGY TRACT, COMMON TO THE SOUTHWEST CORNER OF A 4.6072 TRACT TO BARTON CHAPEL WIND, LLC ACCORDING TO THE DOCUMENT RECORDED IN VOLUME 823, PAGE 498, O.P.R.J.C.T., FOR AN EXTERIOR CORNER OF THIS EASEMENT;

THENCE N 89°52'51" E, WITH SAID ASSUMED NORTH LINE OF ROCK CREEK ROAD, COMMON TO THE SOUTH LINE OF SAID BARTON CHAPEL WIND 4.6072 ACRE TRACT, A DISTANCE OF 571.94 FEET TO A FOUND 1/2-INCH IRON ROD WITH YELLOW CAP MARKED "BW2" FOR THE SOUTHWEST CORNER OF A 5.00 ACRE TRACT TO BARTON CHAPEL WIND, LLC ACCORDING TO THE DOCUMENT RECORDED IN VOLUME 763, PAGE 575, O.P.R.J.C.T., COMMON TO THE SOUTHWEST CORNER OF A TRACT TO TXU ELECTRIC DELIVERY COMPANY ACCORDING TO THE DOCUMENT RECORDED IN VOLUME 777, PAGE 114, O.P.R.J.C.T., COMMON TO THE SOUTHWEST CORNER OF SAID BARTON CHAPEL WIND TRACT, FOR AN INTERIOR CORNER OF THIS EASEMENT;

THENCE N 89°51'17" E, WITH SAID ASSUMED NORTH LINE OF ROCK CREEK ROAD, COMMON TO THE SOUTH LINE OF SAID BARTON CHAPEL WIND 5.00 ACRE TRACT, A DISTANCE OF 552.92 FEET TO A FOUND 1/2-INCH IRON ROD WITH YELLOW CAP MARKED "BW2" FOR THE SOUTHWEST CORNER OF SAID BARTON CHAPEL WIND 5.00 ACRE TRACT, COMMON TO THE SOUTHWEST CORNER OF A 3.907 ACRE TRACT TO BARTON CHAPEL WIND, LLC ACCORDING TO THE DOCUMENT RECORDED IN VOLUME 959, PAGE 295, O.P.R.J.C.T., FOR AN INTERIOR CORNER OF THIS EASEMENT;

THENCE N 89°48'32" E, GENERALLY ALONG A FENCE AND WITH THE ASSUMED NORTH LINE OF SAID ROCK CREEK ROAD, COMMON TO THE SOUTH LINE OF SAID BARTON CHAPEL WIND 3.907 ACRE TRACT, A DISTANCE OF 219.11 FEET TO A CALCULATED CORNER IN SAID FENCED ASSUMED NORTH LINE OF SAID ROCK CREEK ROAD, FOR THE NORTHEAST CORNER OF THIS EASEMENT, FROM WHICH A FOUND 1/2-INCH IRON ROD FOR THE SOUTHWEST CORNER OF SAID 3.907 ACRE TRACT BEARS N 89°51'45" E A DISTANCE OF 562.11;

THENCE S 00°00'00" E, ACROSS SAID ROCK CREEK ROAD, A DISTANCE OF 69.02 FEET TO A CALCULATED CORNER IN THE EXISTING FENCED ASSUMED SOUTH LINE OF SAID ROCK CREEK ROAD FOR THE SOUTHWEST CORNER OF THIS EASEMENT;

THENCE N 89°43'40" W, GENERALLY ALONG THE FENCED ASSUMED SOUTH LINE OF SAID ROCK CREEK ROAD, OVER AND ACROSS A TRACT TO HECATE ENERGY LONGHORN SOLAR LLC ACCORDING TO THE DOCUMENT RECORDED IN INSTRUMENT NUMBER 202400018661, O.P.R.J.C.T., A DISTANCE OF 183.33 FEET TO A 4-INCH CEDAR FENCE POST, FOR AN INTERIOR CORNER OF THIS EASEMENT;

THENCE N 89°49'03" W, GENERALLY ALONG THE FENCED ASSUMED SOUTH LINE OF SAID ROCK CREEK ROAD, A DISTANCE OF 552.65 FEET TO A CALCULATED CORNER IN SAID EXISTING FENCELINE, FOR AN INTERIOR CORNER OF THIS EASEMENT;

THENCE S 89°13'15" W, CONTINUING GENERALLY ALONG THE FENCED ASSUMED SOUTH LINE OF SAID ROCK CREEK ROAD, A DISTANCE OF 365.33 FEET TO AN EXISTING FENCE CORNER POST ON EAST SIDE OF A GATED ENTRANCE, FOR AN INTERIOR OF THIS EASEMENT;

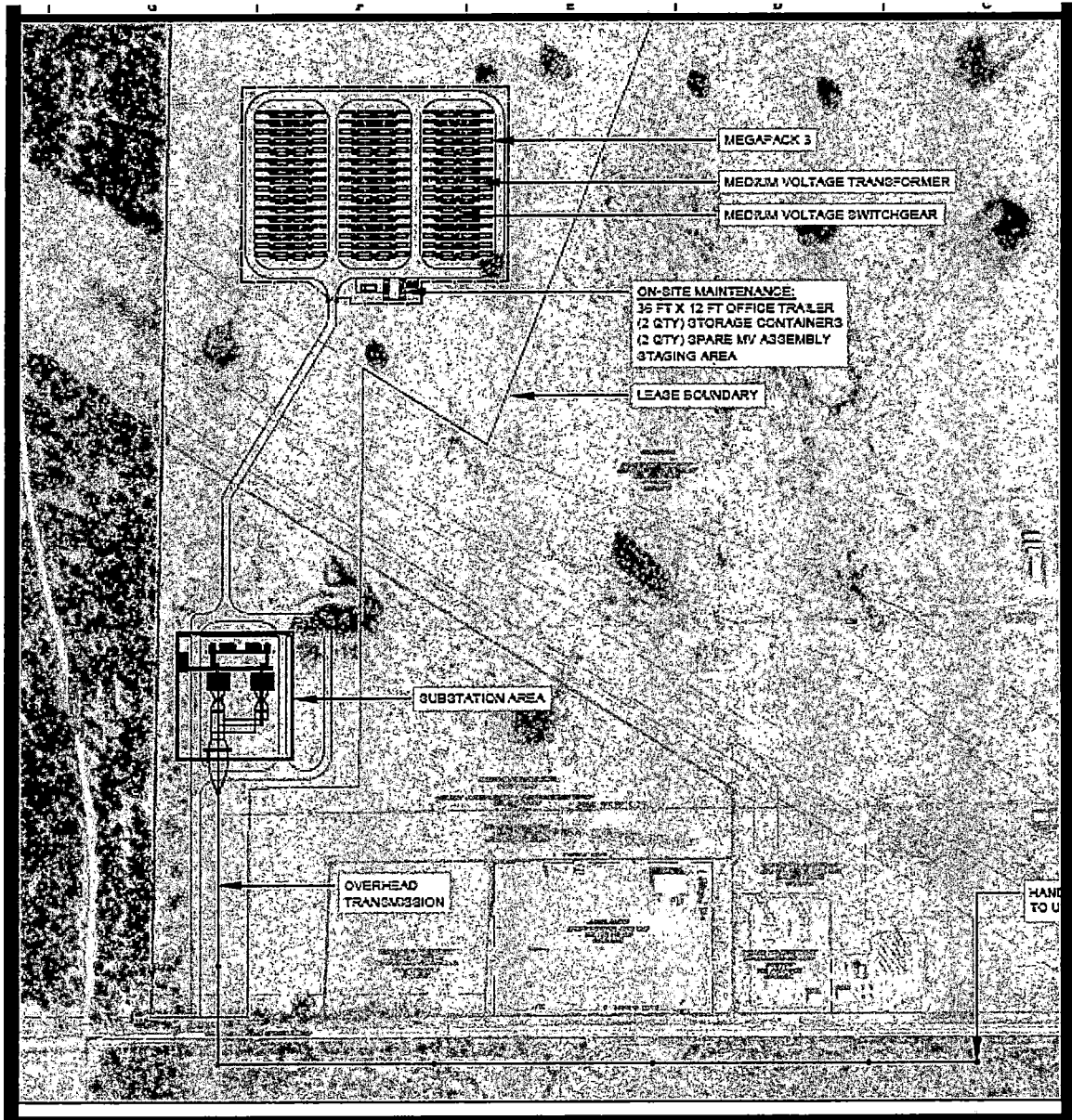
THENCE S 77°07'07" W, OVER AND ACROSS SAID GATED ENTRANCE AND SAID ASSUMED SOUTH LINE OF ROCK CREEK ROAD, A DISTANCE OF 119.45 FEET TO AN EXISTING FENCE CORNER POST ON WEST SIDE OF GATED ENTRANCE, FOR AN EXTERIOR CORNER OF THIS EASEMENT;

THENCE N 89°27'44" W, GENERALLY ALONG THE SAID FENCED ASSUMED SOUTH LINE OF ROCK CREEK ROAD AND CONTINUING OVER AND ACROSS SAID HHW RANCHES TRACT, A DISTANCE OF 916.69 FEET TO A CALCULATED CORNER IN SAID ASSUMED SOUTH LINE OF ROCK CREEK ROAD FOR THE SOUTHWEST CORNER OF THIS EASEMENT.

THENCE N 00°53'54" E, ACROSS SAID ROCK CREEK ROAD, AT A DISTANCE OF 36.07 FEET PASS A 5/8-INCH IRON ROD WITH YELLOW CAP MARKED "PERCHERON" FOUND IN THE NORTH LINE OF SAID T.E. & L. CO. SURVEY, ABSTRACT NO. 625, COMMON WITH THE SOUTHWEST CORNER OF SAID W.C. JOHNSON SURVEY, CONTINUING ON FOR A TOTAL DISTANCE OF 86.08 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT AND CONTAINING 3.827 ACRES.

EXHIBIT "B"

Attached to and made a part of that certain Easement and Right of Way dated _____, 2026; The County of Jack, State of Texas, as Grantor and O'Bannon Energy Storage, LLC, Grantee.



FILED FOR RECORD
VANESSA JAMES - COUNTY CLERK
JACK COUNTY, TEXAS

INST NO:20260001605

FILED ON: MAY 29, 2026 AT 10:27am
THE INSTRUMENT CONTAINED 9 PAGES AT FILING

THE STATE OF TEXAS
COUNTY OF JACK



I, Vanessa James, Clerk County Court in and for said county hereby do certify that the foregoing instrument was filed for record in my office on the 29th day of May 2026 at 10:27 AM and duly recorded on that date, in the Official Public Records of said county.

Instrument # 20260001605, 9 Pages

A handwritten signature in cursive script that reads "Vanessa James".

Vanessa James, County Clerk