

**IN THE UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF ARKANSAS  
NORTHERN DIVISION**

**JAMES HARDY, JR.; HARDY RESOURCES,  
LLC; JOHN HARDY; EVERGREEN PROCESSING, LLC,  
formerly B&H RESOURCES, LLC; MARY HARDY;  
HARDY ENERGY SERVICES, INC.; ELITE  
COIL TUBING SOLUTIONS, LLC; and  
NORTHSTAR FARMS, LLC**

**PLAINTIFFS**

**v.**

**No. 1:09-cv-41-DPM**

**HELEN BARTMESS, Executrix of the  
Estate of George Bartmess**

**DEFENDANT**

**ORDER**

The Court appreciates the parties' filings, drafts, and thoughts. They should close their transactions as soon as possible and no later than 12 December 2014. The parties must file a joint report to the Court by 19 December 2014.

1. The proposed warranty deed on the 377 and the 686 – Exhibit A to *No 313* – is approved. The rotation note is appropriate because it was present in the original Bartmess/B&H Resources deed. The warranty is standard. It echos what Bartmess gave to Evergreen/B&H Resources. As to any pre-

existing claim, Bartmess's prior warranty probably creates a wash with the warranty Evergreen/ B&H Resources will give. Even though this transaction is a reconveyance, Bartmess is entitled to the usual protections. Crafting limitations would, the Court concludes, create complexity and uncertainty when this dispute needs simplicity and clarity.

2. The proposed release deed from First National Bank of IZARD County – Exhibit B to *No. 313* – is approved. The rotation note isn't needed here because the release needs to track the mortgage.

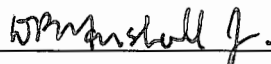
3. The proposed release deed from Celtic Bank Corporation – Exhibit C to *No. 313* – is approved. The Court agrees with both sides: the Hardy Interests are free to work things out, as they apparently have, with Celtic Bank in the way that's best for them; but this release deed is necessary, as Bartmess notes, to clear the lien.

4. The reciprocal waiver – Exhibit 3 to *No. 316* – is approved. Mutual waivers are fair, as well as prudent. The Court appreciates the Hardy Interests' suggesting them and Bartmess preparing the revised draft.

5. Bartmess's request for some kind of document warranting that no other liens or encumbrances exist, *No. 313* at ¶ 5, seems to have dropped out

of the briefing. If this request is not moot, then the Court denies it. The warranty in Exhibit A will cover any such lien or encumbrance. Suspenders over the belt aren't needed and could create a future tangle. Bartmess's reasonable request for a copy of the assignment of sand to Celtic Bank is granted. If the Hardy Interests have not already done so, they must provide a copy by 14 November 2014.

So Ordered.

  
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D.P. Marshall Jr.  
United States District Judge

7 November 2014