

H076773

MB029, Job 270
Tract No. HA-63 and 64

EASEMENT AND RIGHT OF WAY AGREEMENT

191-87-0710

THE STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

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That for and in consideration of TEN AND NO

(\$ 10.00) DOLLARS to the undersigned (hereinafter called Grantor, whether one or more), in hand paid by UNITED TEXAS TRANSMISSION COMPANY (hereinafter called Grantee), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, sells and conveys unto the said Grantee, its successors and assigns, a right of way and easement to survey, construct, maintain, inspect, operate, repair, replace, change the size of, and abandon in place or remove pipelines and appurtenances thereto, for the transportation of gases, liquids, or solids, over, across, under, and through the following described lands situated in Harris County, State of Texas, to-wit:

117.3316 acres out of the John Merry League, A-49, more fully described in Deed recorded in Volume 8324 at Page 354.

65.9417 acres out of the John Merry League, A-49, more fully described in Deed recorded under File No. D695398, Film Code No. 150-34-2404, Deed Records, Harris County, Texas.

The permanent right of way and easement herein granted shall be fifty (50') feet in width, divided into two twenty-five (25') foot wide strips as follows:

FIRST PARCEL: being twenty-five (25') feet in width, more or less, parallel, adjacent to, and west of that certain right of way as limited and defined by Agreement recorded under File No. G198829, Film Code No. 136-85-2492, Deed Records, Harris County, Texas. It is the intentions of both Grantor and Grantee that the most westerly boundary of the right of way herein granted be ten (10') feet within a sixteen (16') foot utility easement as shown on Grantee's drawing PF 1733.

SECOND PARCEL: Being twenty-five (25') feet in width, parallel, adjacent to, and east of that certain right of way as limited and defined by Agreement recorded under File No. G198829, Film Code No. 136-85-2492, Deed Records, Harris County, Texas.

For the same consideration, Grantor does further grant, sell and convey unto the said Grantee the right temporarily to use an additional work area fifty (50') feet in width parallel and adjacent to said twenty-five (25') foot wide right of way, making in all a cumulative width of one hundred (100') feet, for use during construction of its initial pipeline and appurtenances; and in addition thereto, at roads, rivers and streams which must be crossed by such pipeline, Grantor does further grant, sell and convey such additional temporary working area as may be reasonably necessary or desirable to construct such road and water crossings of the pipeline; and following the completion of construction and upon

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191-87-0711

commencement of the operation of the initial pipeline, all such temporary work areas will automatically revert to Grantor and Grantee's permanent right of way and easement shall thereafter be limited to said fifty (50') feet in width.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, so long as the rights and easements herein granted, or any of them, shall be used by, or useful to, Grantee for the purposes herein granted, with ingress to and egress from the premises, for the purposes of surveying, constructing, maintaining, inspecting, operating, repairing, and replacing the property of Grantee herein described, and the removal of same at will, in whole or in part.

The said Grantor may use and enjoy the said premises, except for the purposes herein granted to the said Grantee, provided, however, that Grantor shall not construct or maintain, nor permit to be constructed or maintained, any house, structures or obstructions upon said right of way and easements, shall not change the grade over such pipelines, and shall not plant trees on said right of way. There is also granted unto the Grantee, its successors and assigns, the right at its sole option to clear and to keep clear of the right of way and easements herein conveyed all timber, trees, undergrowth and other obstructions which might interfere with or endanger the construction, operation, or maintenance of said pipelines, Grantee hereby agrees to bury the pipelines to a depth of not less than thirty-six (36") inches below the surface of the soil and to pay actual damages which may arise to growing crops, fences or timber from the construction, maintenance and operation of said pipelines.

This instrument may be executed in counterparts and each counterpart shall constitute a separate agreement between the parties thereto, any payments made hereunder shall be limited to Grantor's interest in the property described herein.

Grantor represents that the above premises is/~~is not~~ rented to

ARMAND FIELD SERVICES, INC. on a cash/crop basis, for a term ending the _____ day of _____, 19____.

IT IS HEREBY UNDERSTOOD THAT THE PARTY SECURING THIS GRANT IN BEHALF OF GRANTEE IS WITHOUT AUTHORITY TO MAKE ANY PROMISE OR AGREEMENT NOT HEREIN EXPRESSED.

WITNESS the execution hereof on this 29 day of July, 1981.

Return to
ARMAND FIELD SERVICES, INC.
400 FM 1960 WEST SUITE 151
HOUSTON, TEXAS 77060

[Signature]

191-87-0712

THE STATE OF TEXAS

COUNTY OF Harris

BEFORE ME, the undersigned authority, on this day personally appeared I. T. MAY Jr
_____, known to me to be the person whose name is subscribed to the foregoing instrument
and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 29 day of July, 1981

RENE L. JAGOT
Notary Public - Harris County
My Commission Expires June 12, 1985
Bonded By Harco Ins. Services

Rene L. Jagot
Notary Public in and for
Harris, Texas

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____
_____ and _____
known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed
the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____, 19____.

Notary Public in and for

_____, Texas

FILED

JUL 30 1 56 PM 1981

Paula Rosenman
COUNTY CLERK
HARRIS COUNTY, TEXAS

RECORDER'S MEMORANDUM
ALL BLACKOUTS, ADDITIONS AND CHANGES
WERE PRESENT AT THE TIME THE INSTRUMENT
WAS FILED AND RECORDED.

191-87-0713

more fully described in Deed from _____ to _____
recorded in Volume _____ Page _____ Deed Records of Said County, to which reference is here made for further
description.

The permanent right of way and easement herein granted shall be fifty (50') feet in width.

For the same consideration, Grantor does further grant, sell, and convey unto the said Grantee the right temporarily to use an additional work area twenty-five (25') feet in width parallel and adjacent to said fifty (50') foot wide right of way, making in all a cumulative width of seventy-five (75') feet, for use during construction of its initial pipeline and appurtenances; and in addition thereto, at roads, rivers and streams which must be crossed by such pipeline, Grantor does further grant, sell, and convey such additional temporary working area as may be reasonably necessary or desirable to construct such road and water crossings of the pipeline; and following the completion of construction and upon commencement of the operation of the initial pipeline, all such temporary work areas will automatically revert to Grantor and Grantee's permanent right of way and easement shall thereafter be limited to said fifty (50') feet in width.

The Grantor agrees to execute and deliver to Grantee, without additional compensation, any additional documents needed to correct the legal description of the easement area to conform to the right of way actually occupied by the initial pipeline constructed hereunder.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, so long as the rights and easements herein granted, or any of them, shall be used by, or useful to, Grantee for the purposes herein granted, with ingress to and egress from the premises, for the purposes of surveying, constructing, maintaining, inspecting, operating, repairing, and replacing the property of Grantee herein described, and the removal of same at will, in whole or in part.

The said Grantor may use and enjoy the said premises, except for the purposes herein granted to the said Grantee, provided, however, that Grantor shall not construct or maintain, nor permit to be constructed or maintained, any house, structures or obstructions upon said right of way and easement, shall not change the grade over such pipelines, and shall not plant trees on said right of way. There is also granted unto the Grantee, its successors and assigns, the right at its sole option to clear and to keep clear of the right of way and easements herein conveyed, all timber, trees, undergrowth and other obstructions which might interfere with or endanger the construction, operation, or maintenance of said pipelines. Grantee hereby agrees to bury the pipelines to a depth of not less than twenty-four (24") inches below the surface of the soil, and to pay actual damages which may arise to growing crops, fences or timber from the construction, maintenance and operation of said pipelines.

No more than two pipelines shall be constructed under the grant of this Easement. In advance of constructing a second pipeline hereunder, which Grantee may construct at any future time, an additional sum in the amount of \$1.00 per lineal rod of pipeline shall be paid to Grantor, his successors or assigns. In addition to such payment, Grantee agrees to pay Grantor, his successors or assigns, actual damages which may arise to growing crops and fences as a result of the construction, operation and maintenance of such second pipeline.

No sale or division of the lands hereinabove described shall increase or change the rights and obligations of the parties hereto. The rights herein granted are divisible and may be assigned in whole or in part.

STATE OF TEXAS }
COUNTY OF HARRIS }

I hereby certify that this instrument was FILED in
File Number Sequence on the date and at the time stamped
hereon by me; and was duly RECORDED, in the Official
Public Records of Real Property of Harris County, Texas on

JUL 30 1981