

254 178
Granite Shoals Lateral
LL # 38G Lot D-10
AFE 80168

RIGHT-OF-WAY AGREEMENT

STATE OF TEXAS

HAYS

COUNTY OF

For and in consideration of Ten and no/100 Dollars (\$ 10.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned (hereinafter called GRANTOR, whether one or more), does hereby GRANT, BARGAIN, SELL and CONVEY to Lower Colorado River Authority its successors and assigns (hereinafter called GRANTEE), a right-of-way and easement along a route, (the location of the first pipeline, as constructed, to evidence such route), to construct, maintain, operate, repair, alter, replace, change the size of and remove pipelines and appurtenant facilities across, under and upon the lands of GRANTOR in the County of Hays, State of Texas, to-wit:

Being a part of 452 acres of land more or less out of the George W. Lindsey Survey as described by Deed dated 9/10/71, recorded in Vol. 245, Pages 762-767, Deed Records of Hays County, Texas, being known as Douglas Estates. The easement herein granted shall be 100 feet in width, being 30 feet to the Westerly and 70 feet to the Easterly.

BEGINNING at a point in the Southerly line of said property, said point being 151 feet Easterly along said line from the Southwesterly corner of said property. THENCE North 54°20' West a distance of 143.80 feet to a point in the Westerly line of said property and subdivision, said point being 82.5 feet Northerly along said line from a 1/2" iron rod marking the Southwesterly corner of said property as staked on the ground.

After construction is complete, the easement will revert to 30 feet in width, being 15 feet each side of the pipeline as constructed.

SPECIAL PROVISIONS

I. Where rock is brought to the surface of the right of way by the construction of the pipeline, the same shall be disposed of in the following manner so as to minimize the extent to which the same interferes with the use of the surface of the right of way. However, it is understood that there is no obligation to remove such rock from the right of way. In disposing of rock brought to the surface of the right of way, it shall be, when in keeping with good pipeline practices, replaced in the pipeline ditch; spread over the surface of the easement with due consideration being given to leaving gaps so as to allow access across the easement and natural drainage; piled at intervals along or across the right of way or used to construct erosion control terraces on the right of way; placed in draws and depressions on (and with Grantor/s consent, adjacent to) the right of way; or a combination of the foregoing. The Grantor's desires in regard to the method of disposition shall be given due consideration but the final decision as to the method to be employed shall be solely that of the Grantee and any agreement contrary to this provision must be in writing and signed by the parties to be bound. It is understood that the Grantors above described land does have the aforementioned depressions and draws. It is Grantor's preference to have excess rock disposed of in said depressions and draws along and adjacent to said right of way.

II. Grantee shall bury all pipe to a minimum cover of thirty inches (30") between the top of the pipe and the existing surface of the land, except where rock is encountered, the minimum cover may be reduced to eighteen inches (18").

The GRANTOR represents that the above described land is not rented to anyone
(is or is not)

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address _____ on a _____ basis.
(cash or crop)

~~There is included in this grant the right, from time to time, to lay, construct, maintain, operate, alter, repair, remove, change the size of, and replace one or more additional lines of pipe approximately parallel with the first pipeline laid by GRANTEE hereunder and for any such additional line so laid the GRANTEE shall pay the GRANTOR a sum equivalent to ONE AND NO/100 DOLLARS (\$1.00) per lineal rod of such additional line or such proportionate part thereof as GRANTOR'S interest in said lands bears to the entire fee, to be paid after the completion of the construction of such additional line.~~

The GRANTEE shall have all of the rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but not limited to, the free right of ingress to and egress over and across said lands to and from said right-of-way and easement, and the right from time to time to cut all trees, undergrowth and other obstructions, that may injure, endanger or interfere with the use of said pipeline. GRANTEE may use such portion of the property along and adjacent to said right-of-way as any be reasonably necessary in connection with the construction, maintenance, repair, removal, or replacement of its facilities; provided Grantee shall be obligated to pay for all crop and land surface damages as set out below arising out of such use.

TO HAVE AND TO HOLD unto GRANTEE, its successors and assigns, from the date hereof until the initial pipeline has been constructed, at any time, and so long as the rights and easements herein granted, or any one 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 purpose of constructing, inspecting, repairing, maintaining, replacing and removing the property of GRANTEE herein described; and the undersigned hereby bind themselves, their heirs, executors and administrators (and successors and assigns) to warrant and forever defend all and singular said premises unto the GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The GRANTEE agrees to bury all pipe below normal plow depth and to pay for any physical damage to growing crops, timber, fences, or other structural improvements caused by construction, maintenance, operation, repairing, alteration, replacement or removal of said pipelines and appurtenant facilities. It is understood and agreed that the consideration herein paid does include payment of the initial, foreseeable construction damages. GRANTEE herein agrees not to change the grade over such pipelines or permit any party other than GRANTEE to change such grade. Before GRANTEE allows any party other than GRANTEE to excavate or dig in any manner in the vicinity of the pipeline, GRANTEE shall (1) point out the exact location of said pipelines to such party and (2) tell such party about this requirement that the grade over the pipeline is not to be changed. GRANTEE will not build any building or permanent structures within 15 feet of the centerline of this easement and the pipelines constructed therein.

This agreement shall be binding upon and shall be for the benefit of the heirs, successor, representatives and assigns of GRANTOR and GRANTEE, whether assigned, devised, bequeathed, or otherwise transferred in whole or in part by either of the parties hereto, and the agreements herein contained shall be covenants running with the land.

It is agreed that this grant covers all the agreements between the parties and that no representation or statements, verbal or written, have been made modifying, adding to, or changing the terms of this Agreement.

IN TESTIMONY WHEREOF, the GRANTORS herein have executed this conveyance this 28th day
of July 19 72

LANDOWNER'S SIGNATURE

Bertrand E. Hurlbut

North Hays No. Two LTD. Nueces Land and
Mineral Corporation, General Partner
By: Bertrand E. Hurlbut, President

Patsy Hurlbut, Vice President
Valerie Helch

THE STATE OF TEXAS

COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared Roy D. Welch 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 4th day of AUGUST, 19 72

Notary Public in and for Travis County.

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF Hays

BEFORE ME, the undersigned authority,

in and for said County, Texas, on this day personally appeared Bertrand E. Hurlbut and Patsy Hurlbut

known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Musges Land and Mineral Corp.

a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 3rd day of August, A. D. 19 72

Notary Public, Gemma Hoard HAYS County, Texas

My Commission Expires June 1, 19 73

THE STATE OF TEXAS

COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared Valerie Welch

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that ^{she} ~~they~~ executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 4th day of Aug., 19 72

Notary Public in and for Travis County.

State of Texas

THE STATE OF TEXAS
COUNTY OF HAYS

LYBELL B. CLAYTON, Clerk of the County Court within and for the County and State aforesaid, do hereby certify that the within and foregoing instrument of writing with its Certificate of Authentication, was filed for record in my office on the 19th day of October, A. D., 19 72 at 4:30 o'clock P. M., and duly recorded on the 20th day of October, A. D., 19 72 at 12:00 o'clock P. M., in the Deed Records

Pages 178-181 Inclusive.
County in Book Number 254

WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF HAYS COUNTY, TEXAS, the date last above written.
By Lybell B. Clayton Deputy
LYBELL B. CLAYTON, Clerk of the County Court within and for the County