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80325  
RIGHT-OF-WAY AGREEMENTGranite Shoals Lateral  
AFE 80168, LL #38A, 38B, 38D,  
38E and 38F

STATE OF TEXAS

COUNTY OF HAYS

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. Lindsay Survey as described in Deed dated 9/10/71 recorded in Vol. 245, Pages 762-767 of the 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 of the following described centerline:

LOT D-23 (LL#38A)

BEGINNING at a point in the Westerly line of said property, said point being 56.5 feet Northerly along said line from a 1/2 inch iron rod marking the Southeast corner of said lot; THENCE North 54° 20' West, a distance of 611.5 feet to a point in the Southwesterly line of said property, said point being 518 feet Northwesterly along said line from a 1/2-inch iron rod marking the Southwesterly corner of said property.

LOT D-24 (LL #38B)

BEGINNING at a point in the Northeasterly line of said property, said point being 518 feet Northwesterly along said line from a 1/2 inch iron rod marking the Southeasterly corner of said property. THENCE North 54° 20' West, a distance of 436 feet to a point in the Northwesterly line of said property, also being the Southeasterly Right-of-Way of Sullivan Ridge Road, said point being 133 feet Northeasterly along said line from a 1/2-inch iron rod marking the point of curve on said right-of-way.

LOT D-18 (LL# 38D)

BEGINNING at a point in the Northeasterly line of said property, said point being 208 feet Southeasterly along said line from the Northeasterly corner of said property marked by a 1/2 inch iron rod. THENCE North 54° 20' West a distance of 251.10 feet to a point in the Northwesterly line of said property, said point being 152.7 feet along said line from a 1/2 inch iron rod marking the Northeasterly corner of said property.

LOT D-17 (LL#38E)

BEGINNING at a point in the Southeasterly line of said property, said point being 152.7 feet Southwesterly along said line from a 1/2 inch iron rod marking the Easterly corner of said property;

THENCE North 54° 20' West, a distance of 672.3 feet to a point in the Westerly line of said property, also being the Easterly right-of-way of Douglas Estate Drive, said point being 25.5 feet Southerly along said line from 1/2 inch iron rod marking the most Westerly Northwesterly corner of said property.

LOT D-9 (LL #38F)

BEGINNING at a point in the Easterly line of said property, said point being 368 feet Southerly along said line from the 1/2 inch iron rod marking the Northeasterly corner of said property; THENCE North 54° 20' West, a distance of 638.7 feet to a point in the Northerly line of said property, said point being 115 feet Easterly along said line from a 1/2 inch iron rod marking the Northeasterly 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.

It is expressly agreed that upon its execution, delivery, and recordation, this Amended Agreement replaces, rescinds, and nullifies that certain Agreement executed by Bertrand E. Hurlbut, President of North Hays No. Two Ltd. Nueces Land and Mineral Corp., General Partner to Grantee herein, dated July 25, 1972, recorded in Volume 254, Pages 174-177, Deed Records, Hays County, Texas.

SPECIAL PROVISIONS

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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 along and adjacent to said right-of-way.

II.  
Grantee shall bury all pipe to the 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").

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

address \_\_\_\_\_ on a (cash or crop) basis.

[illegible]

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. GRANTOR herein agrees not to change the grade over such pipelines or permit any party other than GRANTEE to change such grade. Before GRANTOR allows any party other than GRANTEE to excavate or dig in any manner in the vicinity of the pipeline, GRANTOR 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. GRANTOR 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 13th day of December 19 72

**LANDOWNER'S SIGNATURE**

North Hays No. Two Ltd. Nueces Land and Mineral Corp., General Partner

By: Bertrand E. Hurlbut  
Bertrand E. Hurlbut, President

Attest: ~~Patsy~~ Hurlbut, Vice President

## TENANT'S CONSENT

The undersigned tenant and/or holder of a surface lease on the above described lands does hereby grant his consent and approval to the above described easement, and the full use and exercise thereof, subject to the condition that any and all damages sustained to his crops and other property on said premises, as a result of the exercise of said rights under said consent, shall be paid to him.

EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

## 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 Bert and E. Hurlbut,

President 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

Nueces 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 16 day Dec., A. D. 1972

James Hoard  
Notary Public, HAYS County, Texas

My Commission Expires June 1, 19\_\_\_\_

THE STATE OF TEXAS  
COUNTY OF HAYS }

LYDELL 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 16th day of January, A. D., 1973 at 3:00 o'clock P. M., and duly recorded on the 15th day of January, A. D., 1973 at 9:40 o'clock A. M., in the Book Records of said County in Book Number 255 Pages 786-789 inclusive.

WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF HAYS COUNTY, TEXAS, the date last above written.  
Lydeell B. Clayton By OS Deputy

LYDELL B. CLAYTON, Clerk of the County Court within and for the County