# TRACT NO: <u>TXWA.CVJ2MB.1325.00</u> COUNTY: <u>Walker</u>

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

# PERMANENT EASEMENT AND RIGHT OF WAY AGREEMENT

STATE OF TEXAS	Ş
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COUNTY OF WALKER	Ş

2019 ない This Permanent Easement and Right-of-Way Agreement (the "Agreement"), dated 17 Paul M. Bass and wife. Sheena A. Bass, whose mailing address is 10865 US Highway 190 E. Point Blank. TX 77364 (hereinafter referred to as "Grantor", whether one or more), and ONEOK ARBUCKLE II PIPELINE, L.L.C., whose mailing address is 100 W. 5th Street, Tulsa, Oklahoma 74103, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby GRANT, BARGAIN, SELL and CONVEY unto Grantce a fifty foot (50') wide free and unobstructed permanent easement in order to construct, operate and maintain one (1) pipeline only not to exceed thirty inch (30") in nominal diameter pipe size (the "Pipeline") with operating pressure of 1,480 PSIG as allowed by applicable laws or regulations, and any appurtenant facilities in, over, through, across, under, and along land owned by the Grantor, as more particularly described and depicted in the attached Exhibits "A" and "B" ("the Permanent Easement"). Grantee will, provided that constructability concerns are not present, in Grantee's reasonable discretion, exercises commercially reasonable efforts to minimize the total encumbrance on Grantor's property created by gaps between the easement and abutting existing easements of record on Grantor's property and align the west line of easement with the east line of the easement of the adjacent existing pipeline crossing Grantor's property; provided it is not the intent to overlap the permanent easement created hereby with abutting easements of record. To the extent that the route of Grantee's easement needs to change or be adjusted on the plat to accomplish the intent of the preceding sentence, Grantor agrees to cooperate and execute additional documents as may be reasonably necessary.

Grantor does also hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee temporary workspace (and additional temporary workspace, if any), and a temporary access easement as more particularly described and depicted in **Exhibits "A" and "B"** attached hereto, in order to construct the Pipeline and any appurtenant facilities in, over, through, across, under, and along the property (the "Temporary Construction Easements") (the "Permanent Easement" and "Temporary Construction Easements" collectively the "Easements"). The term of the Temporary Construction Easements shall be for a period to extend twelve (12) months from the date of construction Easement prior to the twelve (12) month period and so states to Grantor in writing, then the Temporary Construction Easement shall immediately terminate. All rights, duties and/or obligations arising by or under this Agreement shall only apply to the Temporary Construction Easements while same are in effect.

It is further agreed as follows:

1. The right to use this Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, but no greater than thirty inch (30") in nominal diameter pipe size, relocating and changing the route or routes of the Pipeline

within the Permanent Easement, abandoning in place and removing at will, in whole or in part, the Pipeline, for the transportation of oil, condensate, gas, natural gas liquids and other fluids or substances including water, or any of them, and the products thereof, which may be transported by pipeline, together with below-ground appurtenances as may be necessary or desirable for the operation of the Pipeline, over, across, under and upon the Permanent Easement. Except for vent pipes, pipeline markers and cathodic protection equipment at public roads, fence lines and waterways, or as required by applicable laws, rules and/or regulations, Grantee shall not install any above ground appurtenances on the property.

2. Grantee shall have the right to select the exact location of the Pipeline within the Permanent Easement and to construct, maintain and change slopes of cuts and fills to ensure proper lateral and subjacent support for and drainage for the Pipeline and appurtenant facilities related to this Pipeline project. Grantee shall have the right of ingress, egress, entry and access in, to, through, on, over, under, and across the Permanent Easement (and Temporary Construction Easements, while in effect) and where same intersect any public road or public right-of-way or other easement to which Grantee has the right to access and along any roads designated by Grantor, for any and all purposes necessary and/or incident to the exercise by the Grantee of the rights granted to it by this Agreement. Grantee shall promptly repair any damage to Grantor's roads caused by Grantee so as to maintain the roads in as good or better condition as existed prior to use by Grantee.

3. Grantee shall use reasonable efforts to comply with all applicable governmental rules, regulations, and statutes regarding environmental requirements. The Pipeline constructed by Grantee pursuant to this Agreement shall be buried at a minimum depth of thirty-six (36") inches below the surface of the ground, to the top of the pipeline, except in rock where a minimum cover of twenty-four inches (24") will be provided.

Grantee agrees that during initial construction, before cutting any existing fence that crosses the right of 4. way, Grantee shall construct proper support on either side of the contemplated opening by suitable H-braces to prevent the remainder of the fence from sagging. Upon completion of initial construction operations, permanent fencing destroyed or disturbed by project construction activities shall be replaced by Grantee in as good or better condition than existed before, at Grantee's sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee shall install a permanent steel gate at the approximate center of the easement and a twenty-four foot (24') steel culvert centered in front of the new gate along the flow line of ditch adjacent to Dodge Oakhurst Road in accordance with current Walker County standards for driveway culvert installation. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences securely closed and locked at all times, except when Grantee or its authorized personnel are actually passing through same, so that cattle, horses and/or other livestock located on the remainder portion of Grantor's property cannot stray from the fenced pastures. Grantee agrees that, after completion of initial construction or in the event Grantee's operation, maintenance, repair, alteration and/or servicing of the Pipeline disturbs the surface of the Permanent Easement, Grantee will restore the surface of the Permanent Easement, as much as is reasonably practicable, to the condition that existed prior to such use of the Permanent Easement. Grantee shall restore any surface area of the Temporary Easement disturbed during initial construction, as much as is reasonably practicable, to the condition that existed immediately preceding Grantee's use of the Temporary Easement and reseed all disturbed areas with Bermuda grass seed or other seed acceptable to Grantor.

5. Grantee agrees that there shall be no above ground appurtenances located on said right-of-way and easement without prior written consent from Grantor, EXCEPT that Grantee shall have the right to install vent pipes, pipeline markers and cathodic protection equipment at public roads, on fence lines, waterways, or as required by applicable laws, rules and/or regulations.

6. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will, insofar as reasonably practicable, restore the surface to the condition in which it was in prior to the use of the Easements except as the surface may be permanently modified by the use of the Permanent Easement.

7. There shall be no hunting or fishing on the Easements or any of Grantor's lands by Grantee, its officers, agents, employees, contractors, invitees, guests or representatives at any time. No firearms or fishing equipment shall be taken on the Easements by Grantee, its officers, agents, employees, contractors, invitees, guests or representatives at any time; except licensed security personnel may bring guns or firearms on the Easements to protect Grantee's employees, agents, contractors or subcontractors.

8. Grantee has the right to mow the Permanent Easement and to trim or cut down or eliminate trees or shrubbery, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with the operation of the Pipeline and to remove possible hazard thereto, and the right to remove or prevent the construction of any and all buildings, structures, reservoirs or other obstructions on the Permanent Easement (or Temporary Construction Easement, while in effect) which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the Pipeline and appurtenant facilities.

Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this 9. Agreement. Grantor may not use any part of the Easements if such use may damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee. Grantor is not permitted to conduct any of the following activities on the Easements:: (1) construct any temporary or permanent building or site improvements; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; (5) plant trees or landscaping; or (6) perform any other actions that may interfere with Grantee's exercise of the rights hereby conveyed, including access to the Easement, and the safe operation of its pipeline. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which this Agreement is being acquired may be placed, erected, installed or permitted upon the Easements without the written permission of Grantee. Grantor is permitted, after review and approval by Grantee, to construct, install, reconstruct or maintain water, sewer, gas, electric, cable TV, telephone or other utility lines, at any angle of not less than ninety (90) degrees to Grantee's Pipeline, with said water or utility lines across said easement being eighteen inches (18") or more above or below Grantee's pipeline; provided however, prior to Grantor laying said water lines, Grantor shall (1) provide Grantee with a copy of its plans for Grantee to approve (which approval may be withheld if the lines interfere with Grantee's rights hereunder or the safe operation of the pipeline), (2) provide at least forty eight (48) hours' notice to Grantee of its intent to perform work on or near the easement, (3) comply with all state One Call requirements, (4) allow Grantee representatives to be present during construction, and (5) use hand-digging near the pipeline. Grantor shall have the right to construct roads across the Easement provided that (1) the road crosses at an angle of ninety (90) degrees, (2) Grantor complies with all ONE-Call requirements, (3) Grantor does not remove cover from over the Easement, (4) Grantor allows for a representative of Grantee to be present during construction, and (5) Grantor agrees to indemnify and hold harmless Grantee for any damages resulting from Grantor's construction. The use of the Easements by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Easements. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the Easement is conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Permanent Easement, may be removed by Grantee without liability to Grantor for damages.

10. Pipeline markers and cathodic protection equipment, if necessary for the operation of the Pipeline, as determined by Grantee in its sole discretion, may be, when possible, placed by Grantee at the junction of the Permanent Easement and fence lines, property lines, pipeline crossings, river or creek crossings, road crossings and at any other location required by applicable law, regulation or rule on Grantor's property, otherwise Grantee can install same where it deems necessary to maintain the Pipeline. The centerline of the pipeline as constructed shall be marked with permanent markers at intervals no less than 200' or other intervals approved by Grantor.

11. The consideration paid by Grantee in this Agreement includes the market value of the Easements, both permanent and temporary, and any and all damages to the Grantor's remaining property and for reasonably anticipated damages to the surface of Grantor's lands within the Easements, including crop damages, during the initial construction of the Pipeline and related facilities. The initial consideration does not cover any damages which may arise to growing crops, livestock, pasturage, fences or buildings of Grantor located outside the Easements herein granted resulting from the exercise of the rights herein granted. The initial consideration also does not cover any damages which may accrue to the Permanent Easement from time to time by reason of the operation, maintenance, repair, alteration and/or service of the Pipeline. After initial construction of the Pipeline has been completed, Grantee shall not be liable for any damages in the future caused by keeping the Permanent Easement clear of trees, undergrowth, brush, structures, or any other obstructions. Grantee shall pay Grantor for any and all such reasonable damages as referenced and permitted in this paragraph promptly as they accrue, and Grantor agrees to execute a release, upon receipt of payment, for such damages as provided above.

12. Grantor shall retain all the oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which this Agreement is being sought by Grantee.

13. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury or property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, as well as the installation, use, maintenance, repair or removal of the Pipeline by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages to the extent due to or caused by the negligent acts or omissions, willful misconduct or illegal acts of Grantor, or contractors, tenants, employees, agents, successors or assigns, or any third party not acting on behalf of or at the direction of Grantee.

14. All terms, conditions and provisions hereof, shall be binding upon the heirs, personal representatives, successors, and assigns of Grantor and Grantee. Grantee shall have the right to transfer, assign, lease, pledge and mortgage the rights granted pursuant to this agreement, in whole or in part, to one or more assignees. The Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned warrant that they are the owner(s) of the property herein described and have authority to execute this agreement on behalf of the parties to this Agreement. Grantor hereby binds himself, his heirs, legal representatives and assigns to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

15. This Agreement shall be interpreted in accordance with the laws of Texas and all applicable federal laws.

16. This Agreement may be executed in several counterparts, each of which shall be an original of this Agreement but all of which, taken together, shall constitute one and the same Agreement and be binding upon the parties who executed any counterpart and their respective heirs, representatives, successors and assigns, regardless of whether it is executed by all parties named herein.

17. Grantee shall have the right to assign this grant in whole or in part, in which event Grantor acknowledges and agrees that the assignee shall succeed to the rights and obligations of Grantee to the extent conveyed in such assignment, and Grantee shall be relieved of obligations with respect to the assigned interest which accrue after the date of assignment.

18. This Agreement constitutes the entire agreement and supersedes any and all prior oral understandings and/or agreements, if any, concerning the subject of this Agreement. Grantor confirms and agrees that Grantor has been made no promise or agreement by Grantee or any agent of Grantee (which is not expressed or referenced specifically within the Agreement) in executing this Agreement, that Grantor is not relying upon any statement or representation of Grantee or any agent of Grantee and that Grantor's execution of this Agreement is free and voluntary; this Agreement may not be modified or amended except on or after the date hereof by a writing signed by the party against whom said modification or amendment is to be enforced and no party shall be liable or bound to any other party in any manner except as specifically set forth herein.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever or until released by a recordable instrument executed by Grantee or its successors and assigns.

EXECUTED this _	<u>19</u> **	day of	)uly	, 2019.

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**GRANTOR(S):** Bar Paul M. Bass

Sheena A. Bass

# ACKNOWLEDGEMENTS

### STATE OF TEXAS §

# COUNTY OF WALKER

BEFORE ME, the undersigned authority, on this day personally appeared **Paul M. Bass** 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 1 day of 2019. Alex Turbeville Notary Public in and for the State of Texas My Commission Expires 15/2023 0Ż Turbruille No. 131901432 1D lex (Print Name of Notary Public Here)

STATE OF TEXAS

#### COUNTY OF WALKER

BEFORE ME, the undersigned authority, on this day personally appeared <u>Sheens A. Bass</u> 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 19 day of 2019. lex Turbeville Notary Public in and for the State of Commission Expires 5/2023 Iurbeville lex ID No. 131901432 (Print Name of Notary Public Here)

PLEASE RETURN RECORDED ORIGINAL TO:

SunCoast Land Services, Inc. 2 Greenway Plaza, Suite 1030 Houston, TX 77046



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# PIPELINE EASEMENT AGREEMENT

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This Pipeline Easement Agreement ("Agreement") is effective this day of <u>OctoDer</u>, 2008, by and between Paul M Bass and wife, Sheena A Bass and **Oneok Arbuckle Pipeline, L.L.C., ("Grantee")**, whose address is 100 West fifth Street, Tulsa, OK 74103 Both Grantor and Grantee hereinafter are individually referred to as "Party" and collectively referred to as "Parties "

# Recitals

WHEREAS, Grantor owns certain real property as legally described in "Exhibit A" attached hereto ("Property"), and

WHEREAS, Grantee desires to construct, install and maintain certain utilities within the area of the Property described on Exhibit "A" attached hereto (the "Easement\_Area"),

NOW, THEREFORE, in consideration of the promises, mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows

That Grantor, for and in consideration of the sum of ten dollars 1 (\$10 00) and other valuable consideration, the receipt and sufficiency of which is expressly acknowledged and confessed, in hand paid by Grantee, has Granted, Sold and Conveyed, AND BY THESE PRESENTS DOES Grant, Sell and Convey, unto the said Grantee, it successors and assigns, an easement within the Easement Area for the purpose of laying, constructing, inspecting, maintaining, repairing, and operating one (1) high pressure gas pipeline no larger than 16 inches in diameter and appurtenances thereto, all within the Easement Area herein described, including without limitation the right to remove at will, in whole or in part, said pipeline and appurtenances for the transportation of oil, gas, and the products thereof, together with such above ground drips, valves, fittings, meters, graphite and steel anodes and other devices for the control of pipeline corrosion, and similar appurtenances as may be necessary or convenient in the operation of said pipelines, over, across, under and upon Easement Area described on Exhibit "A" attached hereto and made a part hereof for all purposes

2 <u>Certain Rights: Obligations</u> Except as provided in Paragraph 1 above, Grantor shall retain the right to make full use of the property except for such use as might endanger or interfere with the rights of the Grantee in the Pipeline Easement Accordingly, the said Grantor herein, its heirs and assigns,

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shall have the right fully to use and enjoy the Easement Area including the right to lay out and construct bridges, streets, roads, alleys, parking lots, fences, monument signs and utilities over, along and across the Easement Area provided that any utilities shall cross the easement at no less than a 70 degree angle to said pipeline and that any such streets, roads and utilities do not endanger or interfere with the normal operation of Grantee's pipeline Neither Grantor nor Grantee shall change the grade, remove dirt from the surface of the easement or impound water over the easement without the prior approval of the other party Grantor shall not be prevented from utilizing the surface of the Easement Area for agricultural, recreational or other purposes that do not unreasonably interfere with the easement. The rights granted by this agreement shall constitute covenants running with the land, binding upon Grantor and Grantee, their heirs, beneficianes, legal representatives, successors and assigns, for the benefit of Grantee, its successors and assigns No consent from Grantee is necessary for the Grantor to fence or place temporary structures on the easement in the proper enjoyment of the land for agricultural purposes. All mineral rights beneath the easement are reserved to the record owner of such mineral rights Grantee shall not install any compressor stations within the Easement Area or elsewhere on the Property

3 Grantee's Restrictions Grantee will comply with these restrictions

a The Construction period shall end when the construction of one pipeline described herein has been completed and Grantee has taken all actions necessary as set forth herein to restore the Easement Area to the conditions specified herein,

b During the Construction Period, the Easement Area shall be 75 feet in width according to the metes and bounds description as shown on **Exhibit "A"** together with the One (1) "Additional Temporary Work Space" areas comprising a total of 14 acres, as shown on **Exhibit "A"** 

c From and after the expiration of the Construction Period and for the duration of the easement granted herein, the Easement Area shall be 50 feet in width according to the metes and bounds description as shown on **Exhibit "A**"

d The pipeline(s) shall be buried and maintained at a minimum depth of 36 inches below the surface of the earth

e Grantee shall install "H" braces on any existing fence lines across which the easement passes In addition, Grantee shall repair or replace to new condition any fences damaged during the construction of the pipeline

f Grantee shall keep all gates and gaps closed during construction

g Grantee shall chip and mulch all brush that must be cleared across the width of the construction easement

h Grantee shall (i) return the surface of the Easement Area to the same grade as previously existed prior to installation of the pipeline, and (ii) chip and mulch all tree trunks, limbs, cut brush and other debris in the Easement Area

I Grantee shall move all rocks greater than six inches (6") in diameter that are on the surface of the Easement Area upon completion of construction of the pipeline to a location specified by Grantor on Grantor's property

J. Grantee shall cleanup and re-seed the entire 75 foot width of the construction easement with native grasses and legumes in a mix approved by Grantor after construction

k Grantee will not place power or telephone lines, reservoirs, tanks, tank batteries or fences on the Easement Area

I Immediately following construction of the pipeline, Grantee shall repair any roads damaged during construction by restoring the roads to the same condition and utilizing the same materials as existed before construction

m Grantee and its agents, representatives and employees shall not bring any firearms (rifles, pistols or shotguns) or any bows or other hunting equipment upon the Property and are prohibited from hunting or shooting on the Property or the Easement Area

n In addition to consideration above recited for the use of said Easement Area, the Grantee will restore to a condition as good or better the Property including but not limited to fences, driveways, drainage channels, terraces, and other improvements damaged through the use of the easement

4 <u>**Rights of Ingress and Egress.</u>** Grantee's right of Ingress and Egress shall be limited solely to the Easement Area described in **Exhibit "A**" attached hereto and, accordingly, Grantee shall have no right of ingress and egress over and across the Property (other than the Easement Area) to enable Grantee to construct or maintain the Easement Area</u>

Additionally, Grantee shall have the right of ingress and egress over the Property if necessary to access the Easement Area in the event of an emergency Grantee shall notify Grantor any time it seeks to utilize its right of ingress and egress over the Property Should Grantee need to enter the property for emergency purposes prior notification does not apply

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5 **Pipeline Location and Maintenance** Grantee, its successors and assigns, shall have the right to select the exact location of said pipeline within the Easement Area, and to do whatever may be requisite for the use and enjoyment of the rights herein granted, for the purpose of laying, constructing, reconstructing, repairing, maintaining, operating, inspecting, patrolling and removing said pipeline and their appurtenances, with the right to trim, cut down, or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, same may be necessary to prevent possible interference with the operation of said pipeline or may endanger or interfere with the efficiency, safety, or convenient operation of said pipeline and appurtenances. No above ground appurtenances will be placed within the right-ofway and easement herein granted, except markers, vent pipes at road or railroad crossings, and electrolysis test station posts that will be located at fence lines, tree rows, top banks of streams, or at other such locations so as not to interfere with Grantor's operations

6 <u>Additional Damages</u> Grantee shall replace, repair, or reimburse Grantor for the reasonable cost of replacement or repair of physical damage to Grantor's land, crops, grasses, fences, roads, timber, livestock, improvements and for damages to other personal property, whether or not within the Easement Area, caused by directly or indirectly by Grantee or its agents or contractors. In the construction, reconstruction, use, operation, maintenance, repair, patrol, replacement, upgrading, or removal of its improvements, Grantee shall promptly restore, replace, or repair the surface of the Easement Area to as close to its condition immediately prior to such work as may be reasonably possible

7 Indemnification. Grantee shall indemnify and hold harmless Grantor, it's members, partners directors, employees, agents and representatives against all claims, losses, and damages of every kind and character, including injuries to persons and damage to property, arising from or directly related to the negligent actions or omissions of Grantee in relation to Grantee's laying, construction, maintenance, use, presence, operation, repair, replacement or removal of Grantee's pipeline or any additional equipment and appurtenances connected thereto, whether the work be done directly by Grantee or by Grantee's contractors or subcontractors or their respective suppliers, agents, servants or employees Grantee shall defend, indemnify and hold harmless Grantor against all claims, liabilities and demands to the extent arising out of or resulting from Grantee's negligent acts or omissions, intentional misconduct or illegal acts during the construction, operation and maintenance of the pipeline

8 <u>Additional Pipelines and Removal</u> If the Grantee seeks to construct any additional pipelines in the Easement area other than the one described herein, Grantee shall negotiate with Grantor or its successors at that

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In the event one or more of the pipelines are removed Grantee will restore the property to its condition prior to the removal and clean-up and re-seed the area impacted by the removal

9 <u>Easement Termination</u> The pipeline easement conveyed herein shall terminate upon abandonment, non-maintenance, or nonuse of the pipeline continuously for a period of twenty-four months or longer Grantee shall file a release of easement within twelve months of abandonment

10 <u>Grantor's Right to Harvest Timber</u>. Grantor shall have the right to harvest all timber located within the area of the Easement Area and Grantee agrees to provide Grantor sufficient written notice to allow Grantor sufficient time to arrangement loggers to harvest the timber prior to Grantee beginning work on the Easement Area

11 TO HAVE AND TO HOLD the above described easements and rights unto Grantee, its successors and assigns, until all of said pipelines, appurtenances and related facilities thereto shall be abandoned Grantee's rights hereunder may be assigned in whole or in part to one or more assignees who assume all of Grantee's obligations and liability hereunder Should said pipeline be abandoned by Grantee, it shall notify Grantor or its successors

12 Grantor hereby binds itself, its heirs, beneficiaries, legal representatives, successors and assigns to warrant and forever defend all and singular the above described easements and rights, unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise

IN WITNESS WHEREOF, this instrument is executed as of this \_\_\_\_\_ day of

Paùl M Bass (Grantor

Sheena A Bass (Grantor)

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# **ACKNOWLEDGMENTS**

STATE OF LEXQ5 9999 COUNTY OF Harris

 $O \rightarrow V e^{-1}$  This instrument was acknowledged before me on this 15 day of  $0 \rightarrow 0 e^{-1}$ , 2008, by Paul M Bass and Sheena A Bass.

190 Notary Public Printed Name

Law Fon F. Davig T

My Commission Expires.

LAWSON F. DAVIS III Notary Public, State of Texas My Con thission Expires JL 3, 2011

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**GRANTEE:** 

**ONEOK ARBUCKLE PIPELINE, L.L.C.** 

By: Willing J. Unit Wesley J. Christensen, Senior Vice President pett **Natural Gas Liquids Operations ONEOK ARBUCKLE PIPELINE. L.L.C.** 

(NOTE: Incorporate in the State of Oklahoma)

# ACKNOWLEDGMENT

STATE OF Oklahoma § COUNTY OF Tulsa §

BEFORE ME, the undersigned authority, on this day personally appeared <u>Mesley J. Christensen</u> <u>Senior Vice President</u> on behalf of Oneok Arbuckle Pipeline, LLC, known to me to be the person(s) 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 22nd day of Sentember , A D 2008

Ashley Owens. Notary Public in and for the State of Oklahoma

Notary Public State of Oklahoma ASHLEY OWENS TULSA COUNTY COMMISSION #0701020 Comm. Exp. 10-19-21

(Print Name of Notary Public Here) My Commission Expires 10-19-2011

After recording mail to KW Land Specialist P O. Box 3076 Corsicana Texas 75151

Ashley Owens

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# EXHIBIT "A"

ONEOK ARBUCKLE PIPELINE, L L C UEI JOB NO 10448 TRACT NO WA-0069 1 PAUL M BASS, ET UX WALKER COUNTY, TEXAS

> DESCRIPTION OF A FIFTY (50) FEET WIDE PERMANENT EASEMENT AND RIGHT OF WAY UPON THE PROPERTY OF PAUL M BASS, ET UX

DESCRIPTION OF A FIFTY (50) FEET WIDE PERMANENT EASEMENT AND RIGHT OF WAY SITUATED IN THE DONALD MCDONALD SURVEY, ABSTRACT NUMBER 644, WALKER COUNTY, TEXAS, AND BEING UPON, OVER, THROUGH AND ACROSS A CALLED 62 000 ACRE TRACT OF LAND CONVEYED TO PAUL M BASS, ET UX AS DESCRIBED IN DEED RECORDED IN VOLUME 700, PAGE 217 OF THE OFFICIAL RECORDS OF WALKER COUNTY, TEXAS (O R W C T ), REFERRED TO HEREINAFTER AS "THE ABOVE REFERENCED TRACT OF LAND", SAID FIFTY (50) FEET WIDE PERMANENT EASEMENT BEING SITUATED TWENTY FIVE (25) FEET EACH SIDE OF THE HEREIN DESCRIBED BASELINE, SAID BASELINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS ALL BEARINGS HEREIN BEING BASED UPON THE UNIVERSAL TRANSVERSE MERCATOR (UTM) COORDINATE SYSTEM, ZONE 15 NORTH, U S SURVEY FEET, NORTH AMERICAN DATUM OF 1983 (NAD 83), AS DERIVED FROM A GLOBAL POSITIONING SYSTEM (GPS) SURVEY PREFORMED BY UNIVERSAL ENSCO, INC , IN AUGUST 2007,

**COMMENCING** at a 5/8-inch iron rod with cap stamped "Goodwin Lasiter" found marking the northwest corner of a called 177 885 acre tract conveyed to Kenneth D Welch, et ux as described in deed recorded in Volume 749, Page 289 of the O R W C T, and marking the northeast corner of the above referenced tract of land,

**THENCE,** South 76°18'37" West, a distance of 1,019 5 feet to the **POINT OF BEGINNING** of the herein described baseline in the north line of the above referenced tract of land,

**THENCE**, South 49°52'46" East, over and across said 62 000 acre tract, a distance of 874 3 feet to an angle point in the herein described baseline,

**THENCE**, South 34°09'05" East, continuing over and across the above referenced tract of land, a distance of 458 4 feet to the **POINT OF TERMINATION** of said baseline in the west line of the aforesaid 177 885 acre tract and the east line of the above referenced tract of land, from which a 1-inch iron rod with cap stamped "Goodwin Lasiter" found marking the most westerly southwest corner of said 177 885 acre tract and the southeast corner of the above referenced tract of labove referenced tract of land bears. South 03°07'22" West, 835 5 feet, said baseline having a total length of 1,332 7 feet, said Permanent Easement and Right of Way containing 1 53 acres of land, more or less

Sheet 3 of 4	Bk	Vol	Ps
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# EXHIBIT "A"

ONEOK ARBUCKLE PIPELINE, L L C. UEI JOB NO 10448 **TRACT NO WA-0069 1** PAUL M BASS, ET UX WALKER COUNTY, TEXAS

#### **TEMPORARY WORK SPACE**

Being a twenty five (25) feet wide strip of land parallel with and adjoining the east side of the above described Permanent Easement and Right of Way, extending or shortening the side lines to the north and east property lines of the above referenced tract of land, and containing 0 69 acre of land, more or less

# ADDITIONAL TEMPORARY WORK SPACE

Being a fifty (50) feet wide strip of land adjoined to and parallel with the east side of the above described twenty five (25) feet wide Temporary Work Space, beginning at the apparent south right of way line of Dodge-Oakhurst Road as fenced, and extending 138 feet in a southeasterly direction and containing 0 14 acre of land, more or less

If this description and accompanying plat are not sealed with the raised embossing seal of the RPLS whose signature appears below, it should be considered as a copy and not the onginal

For reference and further information see Dwg No AR-TX-WA-0069 1, prepared by Universal Ensco, Inc , same date

Datrich Trevitt

Patrick Trewitt **Registered Professional Land Surveyor** Texas Registration No 5677

C \Land Projects 2006\OneOK Arbuckle\UTM 15\PLATS\WA-69-1\MB-WA-69-1 doc



00007167 os stamped 2,3 STATE the James D Patton, County Clerk Wolker County on the named hereby 쁶 0n: Oct 15,2008 at Document Amount: TEXAS hereon Det 15:2008 Gail McHillion Receipt Number Filed for Record Wolker County 0026 00% ž LINCOLU Walker certify 5 Number 1 by me. Ē As a Recordings 23 that the volume 1 this instri Vol 33609 ÷ 02:36P 00007167 877 JOINTY OF 51.NO hetton Sheet 4 860d WALKER 5 Χġς 517 ψ 蒿

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#### 00013014 OR 1175 644

#### PROJECT: LONE STAR NGL PIPELINE LP TRACT NUMBER: LSE-WK-0076.000 COUNTY: WALKER

#### NOTICE OF CONFIDENTIALITY RIGHTS. IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

#### PERMANENT EASEMENT AGREEMENT

This Agreement, dated **June 1**2<sup>th</sup>, 2015, is with Paul M. Bass and wife, Sheena A. Bass, whose mailing address is 10865 US Highway 190 E, Point Blank, Texas 77364, (hereinafter referred to as "Grantor", whether one or more), and Lone Star NGL Pipeline LP, whose mailing address is 1300 Main, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee a fifty foot (50) wide free and unobstructed permanent easement in order to construct, operate and maintain a pipeline of any diameter and any appurtenant facilities, including pipeline markers and cathodic protection test leads in, over, through, across, under, and along land owned by the Grantor hereby grants, sells and conveys unto Grantee a Temporary Construction Easement described in the attached Exhibit B and depicted on Exhibit A ("the Permanent described in the attached Exhibit B and depicted on Exhibit A in order to construct a pipeline not to exceed thirty inches (30") in nominal diameter and any appurtenant facilities in, over, through, across, under, and along lands as shown in the attached Exhibit A and B, said Permanent and Temporary Easements lying and being in lands owned by the Grantor, said lands being described as follows:

A 62 acre tract, more or less, out of the Donald McDonald Survey, Abstract 644, Walker County, Texas, being more particularly described in that certain General Warranty Deed (with Vendor's Lien Retained) dated June 30, 2005 from Huntsville Investments, LLC, a Texas Limited Liability Company to Paul M. Bass and wife, Sheena A. Bass, recorded under Volume 700, Page 217 of the Official Records of Walker County, Texas.

#### It is further agreed as follows:

1. The right to use this Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of establishing, laying, constructing, reconstructing, installing, realigning, molifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids and the products thereof together with below-ground appurtenances as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Permanent Easement Property. Grantee shall have the right of ingress and egress over and across the Permanent and Temporary Construction Easement Property and other contiguous land owned by Grantor (and the Temporary Construction Easement Property while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Temporary Construction Easement Property. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall be fo

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project. Grantee shall also have the right to have a right of entry and access in, to, through, on, over, under, and across the Permanent Easement Property and other contiguous land owned by Grantor for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Easement.

3. The consideration paid by Grantee in this agreement includes the market value of the easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's remaining property. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Permanent Easement Property and Temporary Construction Easement Property. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to itsotock due to Grantee's construction activities during the periods of the original construction of the pipeline.

4. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Permanent Easement Property and will construct and maintain soil conservation devices on the Permanent Easement Property as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface as nearly as reasonably possible as it was prior to the construction of the pipeline and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the construction of the pipeline. Grantee shall have the right to install, maintain and use gates in all fences which now cross or shall cross the easement. Grantor shall allow Grantee to install its own lock if Grantee so chooses.

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5. Grantor may use the Permanent Easement Property for any and all purposes not inconsistent with the purposes set forth in this Easement. Grantor's uses may include but shall not be limited to using the Permanent Easement Property for agricultural, open space, set-back, density, street and roadway purposes. Grantor is permitted, after review by Grantee, to construct any and all streets and roadways, at any angle of not less than forty-five (45) degrees to Grantee's pipeline, across the Permanent Easement Property which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install water, sewer, gas, electric, cable TV, telephone or other utility lines across the Permanent Easement Property at any angle of not less than forty-five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacing's, including depth separation limits and other protective requirements are met by Grantor. The use of the Permanent Easement Property by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Permanent Easement Property. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

6. Grantor may not use any part of the Permanent Easement Property if such use may damage, destroy, injure, and/or interfere with the Grantee's use of the Permanent Easement Property for the purposes for which the permanent easement is being sought by Grantee. Grantor is not permitted to conduct any of the following activities on the Permanent Easement Property without the written permission of Grantee: (1) construct any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which this Easement is being acquired may be placed, erected, installed or permitted upon the Permanent Easement Property without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the Easement is conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Permanent Easement Property, may be removed by Grantee without liability to Grantor for damages.

7. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with the operation of the pipeline and to remove possible hazard thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Permanent Easement Property which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities.

8. Grantor shall retain all the oil, gas, and other minerals in, on and under the Permanent Easement Property; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Permanent Easement Property, but it will be permitted to extract the oil and other minerals from and under the Permanent Easement Property by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Permanent Easement Property for the purposes for which the permanent easement is being sought by Grantee.

9. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's property cannot stray from the fenced pastures.

10. Grantee agrees that after it has exercised its rights to use this Easement in any manner that disturbs the surface of the Permanent Easement Property, it will restore the surface to the condition in which it was in prior to the use of this Easement except as the surface may be permanently modified by the use of this Easement. Any surface area of the Temporary Construction Easement Property that is damaged or disturbed during the construction shall be restored by the Grantee in a reasonably similar manner to its condition immediately preceding Grantee's use of this Temporary Construction Easement to the extent that the surface is not permanently modified by the use of this easement.

11. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the easement by Grantee, its servants, agents or invitees, and the installation, use, maintenance, repair or removal of the pipeline by Grantee and such persons acting on its behalf, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

12. Grantee shall have the right to assign this permanent easement, in whole or in part, to one or more assignees. The permanent easement shall be in perpetuity, and provisions of this Easement, including all benefits and burdens, shall run with the land. The undersigned warrant that they are the owner(s) of the property herein described and have authority to execute this agreement on behalf of the parties to this agreement. Grantor hereby binds himself, his heirs, legal representatives and assigns to warrant and forever defend all and singular the above described easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

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13. This easement shall be interpreted in accordance with the laws of Texas and all applicable federal laws.

14. This easement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon their respective heirs, representatives, successors and assigns. Facsimile signatures shall be deemed as an original signature by the enforcing party.

15. This Permanent Easement Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Permanent Easement Agreement.

16. Grantee agrees that no permanent above ground appurtenances other than any required cathodic protection test leads, pipeline and aerial markers will be placed on Grantor's property unless mutually agreed to in writing.

EXECUTED this 1st day of June 2015.

GRANTOR:

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Zul M Ban Paul M. Bass

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF San Jacinto

This instrument was acknowledged before me on 6/1/15 (date) by Paul M. Bass



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William Balla Gata Notary Public Printed Name: William B.Hor Gates My Commission Expires: 4/24/2017

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**GRANTOR:** ber al Zan

Sheena A. Bass

**ACKNOWLEDGEMENT** 

STATE OF TEXAS

COUNTY OF San Jacinto

This instrument was acknowledged before me on 6/1/15 (date) by Sheen A. Buss.



William Buth Gates Notary Public Printed Name: William Butter Gates My Commission Expires: 4/24/2019

**UPON RECORDING RETURN TO:** 

LONE STAR NGL PIPELINE LP 400 BYPASS LANE, SUITE 100 LIVINGSTON, TEXAS 77351

110 INITIALS





#### 00013014 OR 1175 650

March 23, 2015

# STATE OF TEXAS

S. J. A.

#### COUNTY OF WALKER

#### EXHIBIT "B"

#### TRACT NO. LSE-WK-0076.000

#### CENTERLINE DESCRIPTION FOR A PROPOSED 50' WIDE (1.94 ACRE) PERMANENT EASEMENT AND RIGHT OF WAY, A DESCRIPTION FOR A PROPOSED (2.06 ACRE) TEMPORARY WORKSPACE AS DEPICTED IN EXHIBIT "A", TYPICAL DETAIL, SHEET 1 OF 2, A DESCRIPTION FOR A PROPOSED (0.64 ACRE) ADDITIONAL TEMPORARY WORKSPACE AS DEPICTED IN EXHIBIT "A", DETAIL 'A", SHEET 2 OF 2 ACROSS PAUL M. BASS, ET UX.

Being a fifty (50') foot wide permanent easement and right of way situated in the Donald McDonald Survey, Abstract No. 644, Walker County, Texas and being a portion of that certain 62.00 acre tract of land as described in deed to Paul M. Bass Et Ux. as recorded in Volume 700, Page 217,of the Official Public Records of Walker County, Texas. Said fifty (50') foot wide permanent easement and right of way being twenty five (25') foot left of and twenty five (25') foot right of the centerline described as follows:

#### PERMANENT EASEMENT AND RIGHT OF WAY

Centerline description for a proposed fifty (50') foot wide, 1.94 acre permanent easement and right of way is as follows:

**BEGINNING** at a point within the margins of Dodge-Oakhurst Road, in the north line of said 62.00 acre tract common with the south line of a certain 18.00 acre tract of land as described in deed to Curtis Lee Mask as recorded in Volume 652, Page 516, of the Official Public Records of Walker County, Texas. Said point bears S 88°30'22" W, a distance of 302.17 feet from a capped 1/2 inch iron rod found marking the southeast corner of said 18.00 acre tract.

THENCE over and across said 62.00 acre tract as follows:

- S 07°58'51" W, a distance of 100.10 feet to a point;
- S 65°54'21" E, a distance of 674.09 feet to a point;

S 49°46'25" E, a distance of 370.02 feet to a point;

S 34°05'20" E, a distance of 542.59 feet to the POINT OF EXIT in the east line of said 62.00 acre tract, said point bears N 28°39'47" E, a distance of 895.59 feet, along said line, from a 1/2 inch iron rod found marking the southwest interior ell corner of that certain 177.885 acre tract of land as described in deed to Kenneth D. and Dinorah A. Welch as recorded in Volume 749, Page 288 of the Official Public Records of Walker County, Texas and containing 1.94 acres of land, more or less, as shown on plat attached hereto as Sheet 1 of 2, Exhibit "A".

#### **TEMPORARY WORKSPACE**

Grantee shall have the right to use for initial construction, a temporary workspace abutting, parallel and contiguous to the west and southwest sides of the above described permanent easement and right of way as depicted in Typical Detail and containing 2.06 acres of land, more or less, as shown on plat attached hereto as Sheet 1 of 2, Exhibit "A".

Sheet 1 of 2

DATE G-1-15 Jour

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March 23, 2015

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#### STATE OF TEXAS

# COUNTY OF WALKER

### ADDITIONAL TEMPORARY WORKSPACE

Grantee shall have the right to use for initial construction, an additional temporary workspace abutting, parallel and contiguous to the west and southwest sides of the above described temporary workspace and the north east side of the above described permanent easement and right of way as depicted in Detail "A" and containing 0.64 acres of land, more or less, as shown on plat attached hereto as Sheet 2 of 2, Exhibit "A".

Bearings are based on the UTM Zone 15, NAD 83 (2011), derived from GPS observations.



Jan es R. Stephens Redistered Professional Land Surveyor

Texas Registration No. 6296iled for Record in: Walker County

On: Jun 26,2015 at 08:41A

As a Recordinas

Document Number: 00013014

54.00

Receipt Number - 97189 Bar Jessica Dykstra

STATE OF TEXAS STATE OF TEXAS CURNTY UF WALKER I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and pase of the named records of: Walker County CE stamped hereon by me COUNTY OF WALKER

as stamped hereon by me.

Anounit :

Jun 26,2015

Kari A. French, Walker County Clerk Walker County

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Sheet 2 of 2

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# TRACT NO: <u>TX-WK-0100.000</u> COUNTY: <u>Walker</u>

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

#### PERMANENT EASEMENT AND RIGHT OF WAY AGREEMENT

STATE OF TEXAS
COUNTY OF WALKER

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This Permanent Easement and Right-of-Way Agreement (the "Agreement"), dated between Paul M. Bass and wife, Sheena A. Bass, whose mailing address is 10865 US Highway 190 E., Point Blank, TX 77364 (hereinafter referred to as "Grantor", whether one or more), and Grand Prix Pipeline LLC, whose mailing address is 811 Louisiana, Suite 2100, Houston, Texas 77002 and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee a fifty foot (50') wide free and unobstructed permanent casement in order to construct, operate and maintain a single pipeline not to exceed 30" in diameter (the "Pipeline") with a maximum operating pressure of 1440 psi, and any appurtenant facilities in, over, through, across, under, and along land owned by the Grantor, as more particularly described and depicted in the attached Exhibits "A" and "B" ("the Permanent Easement"). Grantee will locate its pipeline easement such that it abuts and shares a boundary with the existing Lonestar easement, with no gap between Grantee's easement and Dodge existing easement except for four hundred twenty-five (425') feet, more or less, south of US 199 due to the location of the existing pipelines. To the extent that the route of Grantee's easement needs to change or be adjusted on the plat to accomplish the intent of the preceding sentence, Grantor agrees to cooperate and execute additional documents as may be reasonably necessary

Grantor does also hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee temporary workspace (and additional temporary workspace, if any), as more particularly described and depicted in **Exhibits "A" and "B"** attached hereto, in order to construct the Pipeline and any appurtenant facilities in, over, through, across, under, and along the property (the "Temporary Construction Easement") (the "Permanent Easement" and "Temporary Construction Easement" collectively the "Easements"). The term of the Temporary Construction Grantor's property. However, if Grantee has completed its use of the Temporary Construction Easement prior to the twelve (12) month period and so states to Grantor in writing, then the Temporary Construction Easement shall immediately terminate. All rights, duties and/or obligations arising by or under this Agreement shall only apply to the Temporary Construction Easement while same in effect.

It is further agreed as follows:

1. The right to use this Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of the Pipeline within the Permanent Easement, abandoning in place and removing at will, in whole or in part, the Pipeline, for the transportation of oil, condensate, gas, natural gas liquids and other fluids or substances including water, or any of them, and the products thereof, which may be transported by pipeline, together with above and below-ground appurtenances as may be necessary or desirable for the operation of the Pipeline, orver, across, under and upon the Permanent Easement.

2. Grantee shall have the right to select the exact location of the Pipeline within the Permanent Easement and to construct, maintain and change slopes of cuts and fills to ensure proper lateral and subjacent support for and drainage for the Pipeline and appurtenant facilities related to this Pipeline project. Grantee shall have the right of ingress, egress, entry and access in, to, through, on, over, under, and across the Permanent Easement (and Temporary Construction Easement, while in effect) and where same intersect any public road or public right-of-way or other easement to which Grantee has the right to access and along any roads designated by Grantor, for any and all purposes necessary and/or incident to the exercise by the Grantee of the rights granted to it by this Agreement. Grantee shall promptly repair any damage to Grantor's roads caused by Grantee so as to maintain the roads in as good or better condition as existed prior to use by Grantee.

3. Grantee shall use reasonable efforts to comply with all applicable governmental rules, regulations, and statutes regarding environmental requirements. The Pipeline constructed by Grantee pursuant to this Agreement shall be buried at a minimum depth of thirty-six (36") inches below the surface of the ground, including the bottom of ditches, except that the foregoing depth requirement may be reduced in the event of impenetrable rock features.

4. Grantee agrees that during initial construction, before cutting any existing fence that crosses the right of way, Grantee shall construct proper support on either side of the contemplated opening by suitable H-braces to prevent the remainder of the fence from sagging. Upon completion of initial construction operations, permanent fencing destroyed or disturbed by project construction activities shall be replaced by Grantee in as good or better

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condition than existed before, at Grantee's sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee shall also be entitled, at its option, to install a permanent gate in lieu of replacing fencing removed during initial construction operations. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences securely closed and locked at all times, except when Grantee or its authorized personnel are actually passing through same, so that cattle, horses and/or other livestock located on the remainder portion of Grantor's property cannot stray from the fenced pastures.

5. Grantee agrees that there shall be no above ground appurtenances located on said right-of-way and easement without prior written consent from Grantor, EXCEPT that Grantee shall have the right to install pipeline markers and test leads on fence lines, and pipeline markers, test leads and casing vent pipes at road crossings.

6. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will, insofar as reasonably practicable, restore the surface to the condition in which it was in prior to the use of the Easements except as the surface may be permanently modified by the use of the Permanent Easement.

7. There shall be no hunting or fishing on the Easements or any of Grantor's lands by Grantee, its officers, agents, employees, contractors, invitees, guests or representatives at any time. No firearms or fishing equipment shall be taken on the Easements by Grantee, its officers, agents, employees, contractors, invitees, guests or representatives at any time.

8. Grantee has the right to mow the Permanent Easement and to trim or cut down or eliminate trees or shrubbery, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with the operation of the Pipeline and to remove possible hazard thereto, and the right to remove or prevent the construction of any and all buildings, structures, reservoirs or other obstructions on the Permanent Easement (or Temporary Construction Easement, while in effect) which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the Pipeline and appurtenant facilities.

Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this 9. Agreement. Grantor may not use any part of the Easements if such use may damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee. Grantor is not permitted to conduct any of the following activities on the Easements without the prior written permission of Grantee: (1) construct any temporary or permanent building or site improvements; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which this Agreement is being acquired may be placed, erected, installed or permitted upon the Easements without the written permission of Grantee. Grantor is permitted, after review and approval by Grantee, to construct, install, reconstruct or maintain streets and roadways, and water, sewer, gas, electric, cable TV, telephone or other utility lines, at any angle of not less than forty five (45) degrees to Grantee's Pipeline, so long as they do not damage, destroy or alter the operation of the Pipeline and its appurtenant facilities and provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements, are met by Grantor. The use of the Easements by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Easements. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor, Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the Easement is conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Permanent Easement, may be removed by Grantee without liability to Grantor for damages.

10. Pipeline markers and cathodic protection test stations, if necessary for the operation of the Pipeline, as determined by Grantee in its sole discretion, may be, when possible, placed by Grantee at the junction of the Permanent Easement and fence lines, property lines, pipeline crossings, river or creek crossings, road crossings and at any other location required by applicable law, regulation or rule on Grantor's property, otherwise Grantee can install same where it deems necessary to maintain the Pipeline.

11. The consideration paid by Grantce in this Agreement includes the market value of the Easements, both permanent and temporary, and any and all damages to the Grantor's remaining property and for reasonably anticipated damages to the surface of Grantor's lands within the Easements, including crop damages, during the initial construction of the Pipeline and related facilities. The initial consideration does not cover any damages which may arise to growing crops, livestock, pasturage, fences or buildings of Grantor located outside the Easements herein granted resulting from the exercise of the rights herein granted. The initial consideration also does not cover any damages which may accrue to the Permanent Easement from time to time by reason of the operation, maintenance, repair, alteration and/or service of the Pipeline. After initial construction of the Pipeline has been completed, Grantec shall not be liable for any damages in the future caused by keeping the Permanent Easement clear of trees, undergrowth, brush, structures, or any other obstructions. Grantee shall pay Grantor for any and all such reasonable damages as referenced and permitted in this paragraph promptly as they accrue, and Grantor agrees to execute a release, upon receipt of payment, for such damages as provided above.

12. Grantor shall retain all the oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which this Agreement is being sought by Grantee.

13. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury or property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, as well as the installation, use, maintenance, repair or removal of the Pipeline by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages to the extent due to or caused by the acts of Grantor, or its servants, agents or invitees.

14. All terms, conditions and provisions hereof, shall be binding upon the heirs, personal representatives, successors, and assigns of Grantor and Grantee. Grantee shall have the right to transfer, assign, lease, pledge and mortgage the rights granted pursuant to this agreement, in whole or in part, to one or more assignees. The Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned warrant that they are the owner(s) of the property herein described and have authority to execute this agreement on behalf of the parties to this Agreement. Grantor hereby binds himself, his heirs, legal representatives and assigns to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

15. This Agreement shall be interpreted in accordance with the laws of Texas and all applicable federal laws.

16. This Agreement may be executed in several counterparts, each of which shall be an original of this Agreement but all of which, taken together, shall constitute one and the same Agreement and be binding upon the parties who executed any counterpart and their respective heirs, representatives, successors and assigns, regardless of whether it is executed by all parties named herein.

17. Grantce shall have the right to assign this grant in whole or in part, in which event Grantor acknowledges and agrees that the assignee shall succeed to the rights and obligations of Grantee to the extent conveyed in such assignment, and Grantee shall be relieved of obligations with respect to the assigned interest which accrue after the date of assignment.

18. This Agreement constitutes the entire agreement and supersedes any and all prior oral understandings and/or agreements, if any, concerning the subject of this Agreement. Grantor confirms and agrees that Grantor has been made no promise or agreement by Grantee or any agent of Grantee (which is not expressed or referenced specifically within the Agreement) in executing this Agreement, that Grantor is not relying upon any statement or representation of Grantee or any agent of Grantee and that Grantor's execution of this Agreement is free and voluntary; this Agreement may not be modified or amended except on or after the date hereof by a writing signed by the party against whom said modification or amendment is to be enforced and no party shall be liable or bound to any other party in any manner except as specifically set forth herein.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever or until released by a recordable instrument executed by Grantee or its successors and assigns.

EXECUTED this PRIL , 2018.

GRANTOR(S):

Paul M Bass

Sheena A. Bass

#### ACKNOWLEDGEMENT

STATE OF TEXAS COUNTY OF Welker

BEFORE ME, the undersigned authority, on this day personally appeared **Paul M. Bass** 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.

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th GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2 day of 1 2018. Notary Public in and for the State of Texas JACK CHANEY JACK ney My Notary ID # 7696861 Expires January 26, 2021 (Print Name of Notary Public Here)

STATE OF TEXAS COUNTY OF MCLARY

BEFORE ME, the undersigned authority, on this day personally appeared <u>Sheena A. Bass</u> 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 2 day of April 2018.

JACK CHANEY My Notary ID # 7696861 Expires January 26, 2021

ney Notary Public in and for the State of Texas

JACKChaney (Print Name of Notary Public Herc)

PLEASE RETURN RECORDED ORIGINAL TO: Grand Prix Pipeline LLC Attn: Land Department 811 Louisiana, Suite 2100 Houston, Texas 77002





TRACT	No. TX-WK-0100.000	
Doc No.	23772-22811-250-PPL-15329	

	Bk	Vol	Ps
00037267	OR	1320	799

# EXHIBIT "A"

DESCRIPTION OF A FIFTY (50) FEET WIDE PERMANENT EASEMENT AND RIGHT OF WAY, SITUATED IN THE DANIEL McDONALD SURVEY, ABSTRACT NO. 644 IN WALKER COUNTY, TEXAS, AND BEING UPON, OVER, THROUGH AND ACROSS THAT CERTAIN CALLED 62.000 ACRES TRACT OF LAND, CONVEYED TO PAUL M. BASS AND WIFE, SHEENA A. BASS, AS RECORDED IN VOLUME 700, PAGE 217 OF THE OFFICIAL PUBLIC RECORDS OF WALKER COUNTY, TEXAS (O.P.R.W.C.T.), REFERENCED TO HEREIN AFTER AS "THE ABOVE REFERENCED TRACT OF LAND", SAID FIFTY (50) FEET WIDE PERMANENT EASEMENT AND RIGHT OF WAY CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: WITH ALL COORDINATES, BEARINGS AND DISTANCES HEREIN BEING BASED UPON THE UNIVERSAL TRANSVERSE MERCATOR (UTM) COORDINATE SYSTEM, ZONE 15 NORTH, US SURVEY FEET, NORTH AMERICAN DATUM OF 1983 (NAD 83), AS DERIVED FROM A GLOBAL POSITIONING SYSTEM (GPS) SURVEY PERFORMED BY UNIVERSAL ENSCO, INC., IN AUGUST 2017;

**COMMENCING** at a 1/2 inch iron rod with a cap stamped 'GOODWIN LASITER" found in the northerly line of "the above referenced tract of land", same being in Dodge-Oakhurst Road and being the southeast corner of that certain called 18.000 acres tract of land, as recorded in Volume 652, Page 516 of the O.P.R.W.C.T.;

THENCE South 84° 53' 48" West, through and across said called 18.000 acres tract, a distance of 202.7 feet to the **POINT OF BEGINNING** of the herein described centerline, having coordinates of North 11,167,592.9 and East 902,622.6;

THENCE, through and across "the above referenced tract of land", the following courses and distances:

South 49° 44' 31" East, a distance of 360.6 feet; South 35° 42' 50" East, a distance of 79.4 feet; South 42° 40' 36" East, a distance of 181.8 feet; South 50° 41' 46" East, a distance of 347.5 feet;

THENCE South 33° 51' 36" East, a distance of 657.1 feet to the POINT OF TERMINATION of the herein described centerline in the easterly line of the "herein described tract of land", same being the westerly line of that certain called 177.885 acres tract of land, as recorded in Volume 749, Page 289 of the O.P.R.W.C.T., from which a 5/8 inch iron rod found for the southeast corner of the "herein described tract of land", same being angle point in the westerly line of said called 177.885 acres tract, bears South 03° 07' 24" West, a distance of 566.2 feet, said centerline having a total length of 1,626.4 feet, said Permanent Easement and Right of Way containing 1.87 acres of land, more or less.

# TEMPORARY WORKSPACE





# 2019 - 45943 03/25/2019 9:13AM Page 1 of 6 Walker County Kari A. French Walker County Clerk

# Instrument Number: 45943

**Real Property** 

AMENDMENT

Recorded On: March 25, 2019 09:13 AM

Number of Pages: 6

" Examined and Charged as Follows: "

Total Recording: \$42.00

# \*\*\*\*\*\*\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*\*\*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

# File Information:

Instrument Number:	45943
Receipt Number:	20190325000006
Recorded Date/Time:	March 25, 2019 09:13 AM
User:	Lori R
Station:	Clerk Station

Record and Return To: REED ROBINSON



STATE OF TEXAS COUNTY OF WALKER

I hereby certify that this Instrument was FILED In the Instrument Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Walker County, Texas.

Kari A. French Walker County Clerk Walker County, TX

Keri a French