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THE STATE OF TEXAS

4102

County of.....HOPKINS.....

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of One Hundred Sixty and No/100 - - - - - DOLLARS,
in hand paid, the receipt of which is hereby acknowledged, Wayne Evans, J. D. Evans and
Mary Farris

hereinafter called GRANTOR (whether one or more), hereby grants and conveys to TWIN GAS COMPANY OF TEXAS, a Texas corporation organized under the laws of the State of Texas, with its principal office at Lindale, Texas, its successors and assigns, hereinafter called GRANTEE, the rights of way, easements and privileges to lay, repair, maintain, operate and remove pipe lines and replace existing lines with other lines, for the transportation of oil and gas, and the products thereof, water, or any other fluid or substance, together with such drips, valves, fittings, meters, and similar appurtenances as may be necessary or convenient to the operation of said lines, and to erect, repair, maintain, remove and operate electric lines, telegraph lines, telephone lines, graphite and steel anodes and other devices for the control of pipe line corrosion, over, across and through the following described property:

All that certain lot, tract or parcel of land, being 175 acres of land, a part of the Ulysses Aiguier Survey, Abst. 2, situated in Hopkins County, Texas, and being the same land as described in that certain deed recorded in Vol. 5, page 369, of the Deed Records of Hopkins County, Texas, to which deed and the record thereof is here made for descriptive purposes only,

with ingress and egress to and from the same.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as the same shall be used for the purposes aforesaid, and Grantee hereby agrees to pay any damages which may arise to crops, timber, or fences from the use of said premises for such purposes.

Grantor covenants and agrees that he will not impound water or construct buildings or structures of any type whatsoever on the above described right of way strip (or within 25 feet of said pipe line or pipe lines where width of easement is not designated in description above). This shall be a covenant running with the land and shall be binding on Grantor, his heirs and assigns.

Should more than one pipe line be laid under this grant at any time One Dollar per rod shall be paid for each additional line so laid, besides the damage above provided for.

The rights of way, easements and privileges herein granted are each divisible and are each assignable or transferable, in whole or in part.

It is hereby understood that party securing this grant in behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

EXECUTED This 19th day of September A. D., 1970

Wayne Evans
Wayne Evans

J. D. Evans
J. D. Evans

Mary Farris
Mary Farris

ACKNOWLEDGMENT FOR INDIVIDUALS

THE STATE OF TEXAS

BEFORE ME.....a Notary Public

County of.....HOPKINS

in and for said County and State, on this day personally appeared.....

Wayne Evans, J. D. Evans and Mary Farris

.....known to me to be the

persons.....whose name.....are.....subscribed to the foregoing instrument, and acknowledged to me that
.....they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 19th day of September A. D. 1970...



Notary Public.....Hopkins.....County, Texas

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Filed for record the 3rd day of December, A.D. 1970, at 3:30 P.M.
Recorded the 7th day of December, A.D. 1970, at 2:00 o'clock P.M.
HAZEL MINTER, CLERK, COUNTY COURT, HOPKINS COUNTY, TEXAS
By *Freida Moore* Deputy