

PIPELINE RIGHT-OF-WAY AND EASEMENT

STATE OF TEXAS)
)
COUNTY OF TARRANT)

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid to **City of Eules**, hereinafter referred to as “Grantor” (whether one or more), the receipt and sufficiency of which are hereby acknowledged, Grantor GRANTS AND CONVEYS to **Barnett Gathering, LP**, hereinafter referred to as “Grantee”, whose address is 810 Houston Street, Suite 2000, Fort Worth, Texas 76102, and to Grantee’s successors and assigns, a permanent easement and right-of-way for the purposes of laying, constructing, maintaining, operating, altering, repairing, replacing, changing the size of and removing one or more pipelines within the right-of-way, with all necessary and convenient valves, connections, fittings and appurtenances for the transportation of oil, gas, water, petroleum products or any other liquids, gases or substances that can be transported through a pipeline, and erecting, maintaining and removing cathodic protection equipment, on, over, under, through and across a strip of land twenty feet (20’) in width along a route as shown on Exhibit “A” attached hereto and made a part hereof and as described on Exhibit “B” attached hereto and made a part hereof (the “Easement”). The Easement runs across the land described below hereinafter referred to as “Land”:

Being situated in Tarrant County, Texas and being further described as:

All that certain lot, tract, or parcel of land containing 10.377 acres of land, more or less, situated in the Kitty House Survey, Abstract 678, in the City of Fort Worth, Tarrant County, Texas, and being that same tract of land described in a Warranty Deed to The City of Eules, from Robert J. Gieb, Temporary Administrator of the Estate of Ollie L. Parker, Deceased, and being Document number D208183185, of the Official Public Records, Tarrant County, Texas.

The Easement and rights conveyed by this instrument include and are subject to the following terms and conditions:

- (1) Grantee shall have all rights and benefits necessary or convenient for the full enjoyment or use of the Easement including, without limitation, the free right of ingress and egress over and across the Land to and from the Easement.
- (2) Grantor may continue to use the surface of the Easement for all agricultural, pasturage or similar purposes; provided, however, Grantor shall not plant trees or bushes upon the Easement, shall not excavate the Easement, and shall not construct or permit to be constructed any houses, structures, lakes, ponds, dams or other obstructions upon the Easement which would interfere with Grantee’s exercise and use of the Easement, and the safe operation of Grantee’s pipelines.
- (3) During construction, maintenance or removal of any pipeline within the Easement, Grantee may use a strip of land thirty feet (30’) in width as a temporary workspace easement to be located along, adjacent to and parallel with the Easement. At locations such as roads, streams, ditches, or specific areas which require more difficult installation procedures, Grantee shall have such additional space as is reasonably required during construction of the pipeline.
- (4) Grantee shall install proper bracing for crossing of all fences, leaving said bracing after construction. Grantee shall repair any fences damaged by Grantee during construction of the pipeline to as near its existing condition prior to construction, as is reasonably practical. If there are gates or roadways now existing along the Easement’s route, Grantee shall have the right to use such existing gates and roadways in the exercise and use of the Easement.
- (5) Grantee shall have the right from time to time to cut and keep clear trees, undergrowth and other obstructions on the Easement that may endanger or interfere with the construction, operation and maintenance of any pipeline or appurtenances to any pipeline.
- (6) Grantor binds Grantor, and Grantor’s heirs, personal representatives, successors and assigns to warrant and forever defend the Easement and rights conveyed in this instrument to Grantee, against every person lawfully claiming or to claim all or any part in the Easement granted by this conveyance.
- (7) The Easement and rights conveyed in this instrument are non-exclusive.
- (8) Grantee agrees to install any pipeline to a minimum depth of forty-eight inches (48”) from the present surface level of the ground to the top of the pipeline. Grantee shall refill any trench dug during construction of the pipeline with the soil removed, and level the trenched areas to the existing surface level of the ground adjacent to the trenched areas.
- (9) Grantor acknowledges, understands and agrees that the consideration paid for the Easement are full, complete and final payment for any and all injuries and damages of whatever nature and character to land, crops, timber, fences and improvements on, over and across the Land occasioned by the construction of each pipeline and for the enjoyment and use by Grantee of its rights hereunder; and Grantor agrees that Grantor has been paid and satisfied in full for any and all

claims that Grantor has or may have because of the Grantee's construction, maintenance, or operation of each pipeline in the Easement.

- (10) This instrument covers all of the agreements between Grantor and Grantee, and it supersedes all oral agreements or representations made prior to the execution date of this instrument as shown below. This instrument may only be amended in writing signed by Grantor and Grantee.
- (11) Grantee agrees to protect, indemnify, and hold harmless Grantor from any claims, demands, expenses, losses, damages or injuries (including death) to persons or property to the extent caused by Grantee's negligence or willful misconduct in the construction, operation and maintenance of the pipelines or use of the Easement.
- (12) Grantee acknowledges, understands and agrees that the Easement conveyed by this instrument does not constitute a conveyance of any part of the property described nor the minerals therein and there under, but only conveys the right-of-way and easement described herein. Notwithstanding anything in this instrument to the contrary, nothing contained in this instrument shall be construed to diminish any rights granted by any oil and gas lease in effect that covers the Land.
- (13) The Easement shall be assignable in whole or in part by Grantee. This instrument is binding upon and shall inure to the benefit of Grantor, Grantee, and their respective heirs, personal representatives, successors and assigns, and shall apply and run with the Land.

EXECUTED this _____ day of _____, 2009.

GRANTOR

City of Eules

BY: _____

NAME: _____

ITS: _____

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on _____ day of _____ 2009, by, _____, _____, of _____, a Texas corporation, on behalf of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2009.

Notary Public, State of Texas

Printed or Typed Name of Notary Public

My Commission Expires: _____