

RIGHT OF WAY EASEMENT

THE STATE OF TEXAS >
> KNOW ALL MEN BY THESE PRESENTS
COUNTY OF PARKER >

WHEREAS, it is agreed by the parties to this document that in 1949 (approximately) The Texas Pipe Line Company (now known as EQUILON PIPELINE COMPANY LLC) built a twelve-inch pipeline across the Thomas Ralston survey A-923, the James S. Oxer survey A-1029, the Eliza Oxer survey A-1031, and the John G. Wray survey A-1639 in Parker County, Texas. A portion of the above described land was then owned by Charles H. Harris or the First National Bank of Fort Worth, trustee for the Charles H. Harris Foundation (successor in interest to Charles H. Harris) both hereinafter referred to as "Harris".

AND WHEREAS, a diligent search of the records of the successors in interest to The Texas Pipe Line Company and Harris; and of the deed records of Parker County, Texas has failed to reveal any written agreement between the two parties.

AND WHEREAS, Bailey Ranch, a Texas limited partnership, successors in interest to Harris and Equilon Pipeline Company LLC, successors in interest to The Texas Pipe Line Company, wish to make a written agreement so that the rights and duties of each party may be defined.

NOW THEREFORE, the undersigned, BAILEY RANCH, a Texas limited partnership ("Grantor"), the owner of the real estate herein described, for good and valuable consideration, and the sum of ten dollars (\$10.00) in hand paid, receipt of which is hereby acknowledged, hereby grants, sells, conveys, and warrants unto EQUILON PIPELINE COMPANY LLC, a Delaware corporation, having offices in Houston, Texas, ("Grantee"), its successors and assigns, the right, privilege and easement, to maintain, inspect, alter, repair, operate, protect, remove, relay and abandon one pipeline not exceeding a diameter of twelve inches (12") for the transportation of oil and gas and by-products thereof, and such drips, valves, fittings, meters, markers, and other equipment and appurtenances as may be necessary or convenient for such operations, upon, over, through and under the land situated in Parker County, Texas, described in Exhibits "A" and "B", that is attached hereto and made a part hereof.

To have and to hold such rights, privileges and easements unto Grantee, its successors and assigns, subject to the reverter rights in favor of Grantor contained herein, and Grantee hereby binds Grantor and Grantor's successors and assigns to warrant and forever defend the easement described herein unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through and under Grantor, but not otherwise.

Grantor grants and conveys to Grantee a right of way easement fifteen (15') feet in width, seven and one half (7.5') feet on either side of said pipeline as described in Exhibit "A" and Exhibit "B".

Grantee agrees that no pumping unit or any other noisy equipment shall be installed without the written consent of Grantor.

Grantee shall have the rights of ingress and egress over and along the land described in Exhibit "A" and Exhibit "B" for the exercise of the rights, privileges and easements herein granted. Grantee shall use ranch roads existing at the time of ingress and egress. Should there not be existing roads to Grantee's easement, Grantee will exercise due care to minimize damage to Grantor's land and will repair any damages. In addition, Grantee shall have the right to cut or otherwise remove all trees, undergrowth and other obstructions, buildings or other structures that in its judgement may injure, endanger or interfere

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with the exercise by Grantee of the rights, privileges and easements on lands described in Exhibit "A" and Exhibit "B".

Grantor shall have the right to fully use and enjoy the said premises except as the same may be necessary for the rights, privileges and easements herein granted to the said Grantee; and Grantee hereby agrees to pay any damages which may arise to crops, pasturage, fences, roads, streets, utilities or buildings of Grantor from the exercise of the rights herein granted to Grantee. Grantor agrees not to build, create or construct any obstruction, building or other structure except fences, roads, streets and utilities within the easement herein granted as shown on Exhibit "A" and Exhibit "B", nor permit same to be done by others.

Any pipeline constructed by Grantee across lands of the Grantor shall, at the time of construction thereof, be buried at a minimum depth of thirty-six (36) inches and maintained below plow depth.

Grantee shall not make or permit any connection of any other pipeline at any place on the above-described pipeline easement, change the size of the pipeline or lay any additional pipeline, without the written permission of Grantor, its successors and assigns, which permission will not be unreasonably withheld. Grantee shall pay such additional sums as agreed upon by the parties to the Grantor for the placement of any additional lines and/or for any increase in the burden on the lands of the Grantor caused by alteration or change in the line or lines contemplated by this agreement.

Grantee agrees to defend, indemnify and hold harmless Grantor and its successors and assigns of and from any and all claims, causes and liabilities arising out of or in any manner attributable to the construction or operation of the Grantee's pipeline.

Grantee agrees to strictly comply with all federal, state and local laws, codes and regulations.

Grantee acknowledges that real property is and in the future may be subject to a lease and that Grantee shall be obligated to pay any lessee of the property for damages to crops.

It is agreed that any payment due hereunder shall be made directly to Grantor. Grantor represents and warrants that Grantor holds an interest in the land described above and is authorized and empowered by such interest to properly and fully grant the easement to Grantee.

Upon voluntary cessation (not including force majeure) of the use of said pipeline or any part thereof by the Grantee for at least one (1) year, the right-of-way easements, rights and privileges granted herein shall by the fact itself revert to Grantor as to said part which has ceased to be used for said one-year period. Grantee assumes responsibility to notify Grantor whenever pipeline ceases being used for a period of one year. Upon such cessation, Grantee shall execute and deliver to Grantor a release of this Right of Way Easement or the portion not so used for such one(1) year period.

Upon termination of this grant by any of the provisions hereof, or by any other means, Grantee, at Grantor's request, shall within one hundred eighty (180) days from said date remove from said land the pipeline and other facilities used in connection therewith owned by Grantee and restore the property to the condition existing before construction of the pipeline. The pipeline and/or facilities removed shall not be placed on any land owned by Grantor.

The right-of-way easement may be assigned by Grantee, its successors and assigns, in whole or in part, vesting in any other person, firm or corporation the ownership of one or more pipelines or an undivided interest therein, and with full rights of ingress and egress for the maintenance, repair, operation, replacement and removal thereof.

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Grantor acknowledges that the making, execution and delivery of this easement has been induced by no representations, statements, warranties or agreements other than those herein expressed. This easement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

The terms, conditions and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

WITNESS the execution hereof the 5th day of JANUARY, 2004.

In the presence of:

Grantor:

BAILEY RANCH, a Texas limited partnership

By: James N. Bailey
James N. Bailey, General Partner

ACCEPTED AND AGREED TO:

EQUILON PIPELINE COMPANY LLC,
A Delaware corporation

By: W.J. Klein *att*

Name: W.J. Klein

Title: Attorney in Fact

THE STATE OF TEXAS >

COUNTY OF TARRANT >

This instrument was acknowledged before me on this 5 day of January, 2004, by James N. Bailey, general partner of Bailey Ranch, a Texas limited partnership, on behalf of the said partnership.

Betty Turnage
Notary Public in and for the State of Texas

My Commission expires

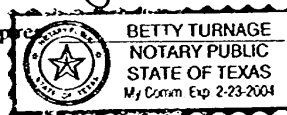


EXHIBIT "A"

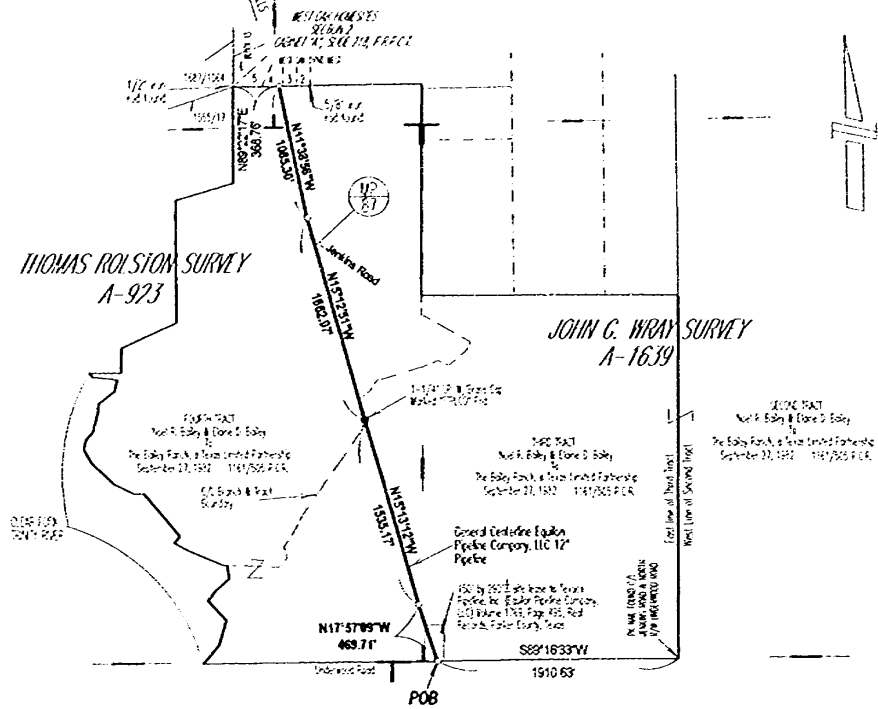
PARKER COUNTY, TEXAS

JAMES S. OXER SURVEY
A-1029

1177A OXER SURVEY
A-1031

THOMAS ROLSTON SURVEY
A-923

JOHN G. WRAY SURVEY
A-1639



S. LEAK SURVEY, A-831

J. M. SPEARMAN SURVEY, A-1164

PORTIONS OF THIS DOCUMENT NOT REPRODUCIBLE WHEN RECORDED

TOTAL: 4753.15 feet or 268.07 rods, more or less

I, Charles O. Buzzard, Registered Professional Land Surveyor No. 3669 do hereby certify that this plat represents the results of an on the ground survey made under my personal supervision and defining the general centerline of an existing Equilon Pipeline Company, LLC 12" pipeline across lands apparently owned by The Bailey Ranch, a Texas Limited Partnership in Parker County, Texas.

NOTE: This survey did not determine the location of wellheads, fault line, or other environmental issues should they exist. Record information shown herein was obtained from the County Deed Records. No further research of the records for easements or other record information was performed by Charles Buzzard Surveying. The footage as shown herein is based on the mathematical closure of the courses and distances described herein.

This plat is for the exclusive use of the parties to this transaction and the undersigned surveyor is not responsible to any others for any loss resulting therefrom.

NOTE: Bearings and distances are grid and refer to the Texas Coordinate System, North Central Zone, NAD 1983

See Day F-98110033-2 for Description

Charles O. Buzzard
Charles O. Buzzard
Registered Professional
Land Surveyor No. 3669
November 10, 1998

FILE	CS 15	Charles Buzzard Surveying 1535 ARBON LANE, MOORE, TX 76558	
PAGES	56-58	EQUILON PIPELINE COMPANY, LLC CORSIKANA TO WICHITA FALLS 12" PRODUCTS PIPELINE GENERAL CENTERLINE ACROSS THE BAILEY RANCH PARKER, CO., TX	
DATE	Nov 1, 1998	SCALE 1" = 100'	PLATE LABEL
APPROVED	C.O. BUZZARD 11/10/98		F-98110033-1
REGISTERED			REV 0

PARKER COUNTY, TEXAS

JOHN G. WRAY SURVEY A 1639
THOMAS ROYSTON SURVEY A 923
1 1/4 OXER SURVEY A 1031
JAMES S. OXER SURVEY A 1029

Centerline description of the general centerline of an Equilon Pipeline Company, LLC twelve (12) inch pipeline in, through, and across a called 179.27 acre tract of land and a called 154.73 acre tract of land in the John G. Wray Survey, A-1639, the Thomas Roiston Survey, A-923, the Eliza Oxer Survey, A-1031, and the James S. Oxer Survey, A-1029, Parker County, Texas, said called 179.27 acre tract of land being described in Third Tract and said called 154.73 acre tract of land being described in Fourth Tract in a deed from Noel R. Bailey and Elaine D. Bailey to The Bailey Ranch, a Texas Limited Partnership, dated September 27, 1992, Recorded in Volume 1161, Page 505, Parker County Records, said general centerline being more particularly described as follows:

BEGINNING at a one-half inch iron rod with plastic cap marked "C Buzzard RPLS 3669" set in the south line of said third tract and in the north right-of-way line of Underwood Road and on the general centerline of said twelve inch pipeline, said point of beginning being located S89°16'33"W, along said line, a distance of 1910.63 feet from a PK nail found at the southeast corner of said Third Tract;

THENCE N17°57'09"W, along said general centerline, a distance of 469.71 feet to a one-half inch iron rod with plastic cap marked "C Buzzard RPLS 3669" set at an angle point in said pipeline;

THENCE N15°13'12"W, continuing along said general centerline, a distance of 1535.17 feet to a one and one-quarter inch iron pipe with a brass cap marked "TTPLCO" found on said general centerline;

THENCE N15°12'51"W, continuing along said general centerline, a distance of 1662.97 feet to a one-half inch iron rod with plastic cap marked "C Buzzard RPLS 3669" set at an angle point in said centerline;

THENCE N11°38'56"W, continuing along said general centerline, a distance of 1085.30 feet to a one-half inch iron rod with plastic cap marked "C Buzzard RPLS 3669" set for the POINT OF TERMINUS in the most northerly north line of said Fourth Tract and in the south line of West Oaks Homesites, Section 2, a subdivision as Recorded in Cabinet A, Slide 218, Plat Records, Parker County, Texas, said point of terminus being located N89°22'17"E, along said line, a distance of 368.76 feet from a one-half inch iron rod found at the most northerly northwest corner of said Fourth Tract, the most southerly southwest corner of said West Oaks Homesites, Section 2, the northeast corner of a tract of land as described in Volume 1555, Page 17, Real Records, Parker County, Texas and the southeast corner of a tract of land as described in Volume 1687, Page 1064, Real Records, Parker County, Texas.

Said centerline being in all a total distance of 4753.15 feet or 288.07 rods in length, more or less.

TOTAL 4753.15 feet or 288.07 rods
more or less

I, Charles O. Buzzard, Registered Professional Land Surveyor No. 3669 do hereby certify that this plat represents the results of an on the ground survey made under my personal supervision and defining the general centerline of an existing Equilon Pipeline Company, LLC 12" pipeline across lands apparently owned by the Bailey Ranch, a Texas Limited Partnership in Parker County, Texas.

This plat is for the exclusive use of the parties to this transaction and the undersigned surveyor is not responsible to any others for any loss resulting therefrom.

NOTE

This survey did not determine the location of wetlands, fault line, or other environmental issues should they exist. Record information shown herein was obtained from the County Deed Records. No other research of the records for encumbrances or other record information was performed by Charles Buzzard Surveying. The footage as shown herein is based on the mathematical closure of the courses and distances described herein.

NOTE: Bearing and distances are given and refer to the Texas Coordinate System, North Central Zone, NAD 1983.

See Plat F-8110033-2 on Page 2

Charles O. Buzzard
Charles O. Buzzard
Registered Professional
Land Surveyor No. 3669
November 10, 1998

DATE 11/10/98	BY C.O. BUZZARD	FOR EQUILON PIPELINE COMPANY, LLC CORSIKANA TO WICHITA FALLS 12" PRODUCTS PIPELINE GENERAL CENTERLINE ACROSS THE BAILEY RANCH PARKER, CO., TX
SCALE 1" = 100'	DATE 11/10/98	NO. OF SHEETS F-8110033-2

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FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
On Jan 25, 2001 at 03:30

Document Number: 00407356

Amount: 17.00

By
Patricia Nelson

STATE OF TEXAS COUNTY OF PARKER
I hereby certify that this instrument was
filed on the date and time stamped herein by me
and was duly recorded in the volume and page
of the named records of Parker County
as stamped herein by me.

Jan 25, 2001

Jean Brunson, County Clerk
Parker County

Equilon Pipeline
Two Shell Plaza ATTN: Loy EAKINS
P.O. Box 2648
Houston TX 77252

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