

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY 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.

EASEMENT AND RIGHT-OF-WAY AGREEMENT

STATE OF TEXAS)
COUNTY OF TARRANT) § KNOW ALL MEN BY THESE PRESENTS

Grantor(s): CROWLEY ISD
PO BOX 688
CROWLEY, TX 76036

Grantee: TEXAS MIDSTREAM GAS SERVICES, L.L.C.
One Williams Center
Tulsa, OK 74172

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the undersigned Grantor (whether one or more), does grant, bargain, sell and convey unto **TEXAS MIDSTREAM GAS SERVICES, L.L.C.**, an Oklahoma limited liability company, duly authorized to do business in the State of Texas as Grantee, its successors and assigns, all of the following:

1. **Easement.** A permanent and exclusive easement and right of way twenty feet (20') in width (the "Easement"), together with all improvements located on, in, over, under, through and across Grantor's land for the purpose of locating, establishing, constructing, laying, installing, operating, using, maintaining, inspecting, testing, protecting, cathodically protecting, repairing, assigning, restoring, renewing, reconstructing, replacing, substituting, changing, altering, converting, relocating within the Easement, changing the size of, and removing one (1) pipeline, and communication cables, together with such appurtenant facilities including meter houses and other aboveground appurtenances as from time to time deemed by Grantee to be necessary or desirable in connection with the use and convenient operation of the pipeline, for the transportation of oil, gas, petroleum products, fresh water, saltwater, or any other liquids, gases (including inert gases) or substances which can be transported through pipeline. The description of the Easement, and the land out of which the same is being acquired ("Grantor's Land"), situated in TARRANT County, TEXAS, to-wit:

Legal Description

as shown on
attached survey plats marked Exhibit "A"

2. **Temporary Construction Easements.** Temporary construction easements of thirty feet (30') in width ("Temporary Construction Easements"), together with all improvements located on, in, over, under, through and across Grantor's Land for the use and occupancy by Grantee, its agents, employees, contractors and subcontractors, are to be used only in connection with and during the original construction of the pipeline on the Easement. The Temporary Construction Easement shall automatically terminate and

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revert to the Grantor, free and clear of any right, title or interest in Grantee, upon whichever first occurs: (i) the completion of construction of the pipeline on the Easement; or (ii) upon one (1) year following the start of construction of the pipeline.

3. Need for Additional Workspace. Grantor expressly agrees that in the event the route of the pipeline to be constructed should cross any roads, railroads, creeks, or other waterways located on the Grantor's Land or other places requiring extra work space, or if the rights granted to Grantee require extra workspace, then Grantee shall have the right and temporary access to additional working space which may be necessary and Grantee agrees to pay Grantor any and all damages which Grantor suffers by reason of Grantee's use of additional work space.

4. Grantee Access. Grantee shall have the right of ingress and egress to and from Grantor's Land, which right, except as otherwise provided in this paragraph, shall be limited and confined to the boundaries of the Easement and to the boundaries of the Temporary Construction Easements while such Temporary Construction Easements remain in effect. Grantee shall also have the right for ingress and egress purposes only, to use any road or roads located now, or in the future, on Grantor's Land, and any gates located on such roads. Grantee shall restore such roads and gates to substantially the same or better condition as the roads and gates were in prior to the use by Grantee.

5. Grantee Right to Keep Clear Right of Way. Grantee shall have the right from time to time to cut all trees, undergrowth, and the other obstructions that, in its judgment, may injure, endanger or interfere with the exercise by Grantee of the rights, privileges and Easement granted and Grantee shall not be liable for damages caused on the Easement by keeping the right of way clear of trees, undergrowth and brush in the exercise of the rights granted.

6. Grantee's Cathodic Protection. Grantee shall have the right to cathodically protect the pipeline within the boundaries of the Easement, and to install and maintain above-ground pipeline markers, vent pipes, and cathodic protection devices, power poles and test leads within the boundaries of the Easement only at fence lines, property lines, creek crossings, road crossings, railroads and at any other location as required by law.

7. Pipeline Depth. The pipeline will be buried to a minimum depth of thirty-six inches (36") below the surface of the ground at the time of construction and any then existing drainage ditches, creeks and roads, measured from the top of the pipe to the surface of the ground. At those locations where rock is encountered, the pipeline may be buried at a lesser depth.

8. Initial and Future Damages Caused by Grantee. Except as set forth in Paragraph 5 above and after the initial construction, Grantee agrees to pay Grantor for all future damages to livestock, crops, improvements or other property of Grantor permitted to be located on the Easement by the Easement terms and caused by Grantee or its agents, servants, employees, contractors or subcontractors in performing such future construction or other pipeline related activities on the Easement. Grantor agrees and understands Grantee's consideration paid does include payment of the initial damages caused by the initial construction of the pipeline and appurtenances, if any, including temporary work space, crop, timber and land surface damages.

9. Restrictions on Grantor Use of Easement. Without prior, written consent of the Grantee, Grantor shall not construct or permit construction within the boundaries of the Easement, and Grantee shall have the right to prevent the construction within the boundaries of the Easement and the right to remove any and all types and sizes of houses, barns, buildings, structures, permanent impoundments of water, and natural or man-made obstructions, including trees, brush, roots and other growth. Grantor shall not, nor permit third parties to, change the grade of the land, or remove the cover, over the pipeline without prior, written consent of the Grantee.

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10. Grantor Reservation of Rights to Easement. Grantee does not acquire by this Easement and Right of Way Agreement, but expressly takes subject to, and Grantor reserves to Grantor and to Grantor's heirs, successors and assigns, each and all of the following rights in and to Grantor's Land:

(a) All oil, gas, sulphur, uranium, fissional materials, and other minerals ("Grantor's Minerals") under the surface of the Easement to be acquired. Grantor shall not be permitted to explore, drill, mine, produce or operate for Grantor's Minerals on the surface of the Easement, but will be permitted to extract Grantor's Minerals from under the Easement by directional drilling or other means, from land located outside the boundaries of the Easement, so long as Grantee's use of the Easement for the purposes set forth is not disturbed and the pipeline and facilities located thereon are left with proper, sufficient and permanent support and are not endangered, obstructed, injured or interfered with; and

(2) The right to pass back and forth across the Easement on foot or in passenger cars and trucks; the right to plant, grow and harvest crops and gardens thereon and graze livestock on the Easement.

11. Grantee Withholding of Certain Taxes. The Internal Revenue Code provides that a Grantee of a real property interest in the United States must withhold tax if the Grantor is a foreign person. Each Grantor certifies under oath and subject to penalties of perjury that such Grantor is not a foreign person, foreign corporation, foreign trust or foreign estate, for purposes of Internal Revenue Code compliance.

12. Grantee Assignment. Grantee, and Grantee's successors and assigns, will have the right to assign or transfer this Easement and Right of Way Agreement in whole or in part.

13. Binding Effect / Counterparts. The terms and conditions of this Easement shall extend to and be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, devisees, successors, and assigns.

This instrument may be executed in any number of counterparts, each of which shall be deemed an original for all purposes, and shall be binding upon and effective as to each party executing the same regardless of whether all of the parties join in the execution of this instrument. All of such counterparts shall constitute one and the same instrument and may be combined to form a single instrument for recording purposes.

14. Entire Agreement. Subject to the terms hereof, Grantee shall have all other rights and benefits necessary or useful for the full and complete enjoyment and use of the Easement for the purposes stated. This document fully sets forth the terms and conditions mutually agreed to by the parties and there are no other oral or written agreements between the Grantor and Grantee which modify, alter or amend this Easement and Right of Way Agreement.

TO HAVE AND TO HOLD the Easement together with all and singular the privileges and appurtenances in anywise belonging unto Grantee, its successors and assigns, forever. Grantor does hereby bind Grantor, Grantor's heirs, successors and assigns to warrant and forever defend all and singular the Easement unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this _____ day of _____, 20__.

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Barnett central GGS
East Gate 2H to HWY 174 (Duncan to CF) / 8109
Tract #7.003

**Grantor:
Crowley ISD**

By: _____
Executive Director-Finance

ACKNOWLEDGEMENTS

STATE OF TEXAS)
§
COUNTY OF TARRANT)

Before me on the _____ day of _____, 20_____, **Leon Fisher** personally appeared in his capacity as **Executive Director** of **CROWLEY ISD**, known to me to be the identical person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as free and voluntary act and deed, and as the free and voluntary act of the **local education agency**, for the uses, purposes and consideration therein set forth.

Witness my hand and official seal:

Notary Public
Printed Name: _____

My Commission Expires:

(S E A L)

**After recording return to:
Right of Way Records
Texas Midstream Gas Services LLC
5601 E 1st Street
Ft. Worth, TX 7613**

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EXHIBIT "A"

Attached to and made a part of that certain Easement and Right of Way Agreement between Crowley ISD ("Grantor") and Texas Midstream Gas Services, L.L.C. ("Grantee")

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