

RIGHT OF WAY GRANT

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §

THAT FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid to the undersigned owners (whether one or more), the receipt of which is hereby acknowledged, the undersigned hereby grant to: ExxonMobil Pipeline Company, a Delaware corporation whose address is P.O. Box 9677, Spring, Texas 77387-6677 (hereinafter called "Grantee"), its successors and assigns, the right of way, to lay, construct, maintain, operate, replace, protect, repair, change the size of, abandon in place and remove one pipeline for the transportation of oil, gas, water, petroleum products, or any other liquids, gases, or substances which can be transported through a pipeline, with all incidental equipment for the operation of the pipeline, on, over, and through the following described lands, situated in Harris County and State of Texas, to wit:

A permanent easement ten (10) feet in width upon described land below:

5.1323 acres of land, more or less, being a portion of Outlot 29 and Outlot 56 to the Town of Deer Park, per map or plat recorded in Volume 65, Page 177, Deed Records, Harris County, Texas; and being more particularly described in Warranty Deed with Vendor's Lien dated July 26, 1950, from Balco, Inc., a Texas corporation to City of Deer Park, Texas, recorded in Volume 2131, Page 74, Deed Records, Harris County, Texas; less and except any conveyances heretofore made. (PAPL-HA-EX-030.000)

and more particularly described as approximately indicated on Exhibit A attached hereto and made a part hereof together with the right to make temporary use of land not in excess of twenty (20) feet in width and not at the time occupied by a house, building, or other similar improvement, alongside such right of way for purposes related to the initial construction and to the repair, replacement, and removal of such pipeline and the right of ingress and egress over and across existing roadways and easements on the above-described land and adjacent lands of the undersigned owners and over and across reasonable alternative routes if existing roadways should be removed, for all purposes incident to said grant and the right of assignment in whole or in part.

TO HAVE AND TO HOLD said right of way unto Grantee, its successors and assigns, for so long as said right of way is used for the purposes stated above and until said right of way is released by recordable instrument.

It is distinctly understood and agreed that this does not constitute a conveyance of any part of the land above described nor of the minerals therein and thereunder, but grants only the right of way as above provided.

Grantors retain for themselves and their heirs and assigns the right to farm, graze, and otherwise use and enjoy said premises except to the extent that such use may interfere with Grantee's use of said right of way for the purposes herein granted or to the extent that such use by Grantors, their heirs and assigns may not be consistent with the safety of Grantee's facilities or the safety of persons or property on the surface of said right of way. Without limitation of the foregoing, Grantors, their heirs and assigns, shall not excavate said right of way nor construct or permit to be constructed or placed on or over said right of way any house, structure, pavement, parking lot, obstruction, improvement or anything, either on the ground or overhanging the right of way, which may interfere with aerial surveillance of the right of way or with access to, or with the safety of Grantee's facilities, and Grantee shall be entitled at Grantee's option at anytime to remove any such house, structure, pavement, parking lot, obstruction, improvement or thing, including, without limitation, growing things and overhanging limbs. Grantors, their heirs or assigns shall not construct streets, sidewalks, driveways, fences, pipelines or utility lines within said right of way unless (i) such facilities do not create a potentially unsafe condition, (ii) such facilities do not interfere with Grantee's use of the right of way, (iii) Grantee is notified prior to construction of such facilities, (iv) any pipelines or utility lines are, at Grantee's option, constructed below Grantee's lines, and (v) such facilities are constructed in accordance with any safety precautions specified by Grantee.

Grantee agrees to bury said pipeline constructed hereunder to a depth of at least thirty-six (36) inches below the surface of the ground at the time of construction. Grantee further agrees to pay for any damage to fences, crops, or timber that may result from the Grantee's exercise of any of the rights and privileges hereby granted; but after the pipeline has been laid, Grantee shall not thereafter be liable for any damages resulting from keeping the right of way clear of trees, brush, undergrowth, and other obstructions in the course of the operation and maintenance of its pipeline.

Grantee shall indemnify, defend and hold the Grantors harmless from and against all claims, losses, demands, causes of action, suits, and liability of every kind, type, and character arising out of or associated with the use of this right of way and of the rights granted herein, which are asserted by any person or entity, for personal injury, death or loss of or damage to property resulting from the negligence or willful misconduct of the Grantee. Where personal injury death, or loss of or damage to property is the result of negligence or willful misconduct by both Grantors and Grantee, the Grantee's duty of indemnification shall be in proportion to its allocable share of fault.

The undersigned owners certify under oath and subject to penalties of perjury that the undersigned owners are not foreign persons.

This Grant may be executed in counterparts and as so executed shall constitute one Agreement binding on all parties hereto, notwithstanding that all the parties have not signed the original or the same counterpart.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 20__.

City of Deer Park, Texas

By (Signature): _____
Name (Print): _____
Title: _____
Date: _____

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 20__, by _____, as _____, of City of Deer Park, Texas on behalf of said company.

NOTARY PUBLIC

My commission expires: _____