

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY 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

THE STATE OF TEXAS §
 §
COUNTY OF BELL §

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to the undersigned in hand paid, the receipt of which is hereby acknowledged, Julia I. Hillyard, Trustee of The H.B. Hillyard, Jr. and Julia I. Hillyard Revocable Living Trust, (hereinafter referred to as "Grantor", whether one or more), does hereby grant, sell, convey and warrant unto BridgeTex Pipeline Company, LLC, with an address of P. O. Box 21628, MD 27-4 (Real Estate Services), Tulsa, Oklahoma 74121-2186, (hereinafter referred to as "Grantee"), its successors and assigns, a permanent easement (hereinafter, together with the rights and privileges herein granted, referred to as the "Easement"), with the right, from time to time, to construct, operate, maintain, inspect, protect, repair, modify, convert, replace with the same or different size pipe, relocate within the right of way tract, or remove a pipeline, for the transportation of such substances or commercial products as may be transported in a pipeline, together with appurtenances thereto, including but not limited to cathodic protection equipment, above or below ground valves, power and communication equipment and markers, (all of the above-described equipment and facilities, collectively, the "Pipeline") along a strip of land fifty feet (50') in width (hereinafter referred to as the "Right of Way" and or "ROW"), on, in, over, under, through and across the following described land (hereinafter referred to as the "Property") located in the County of Bell, State of Texas, to wit:

32.3 acres, more or less, in the J.P Neal Survey, A-1013, the Thomas Polk Survey, A-703, as described in Volume 6290, Page 551, recorded in Bell County, Texas. The Property and Right of Way being as shown on Exhibits "A" & "B" attached hereto and made a part hereof,

together with the right of unobstructed ingress and egress to, from and along the Right of Way for any and all purposes necessary and convenient to the exercise by Grantee of the rights herein granted, across all reasonable routes including but not limited to the right to use existing and future built roads and gates on the Property for the aforesaid purposes. Grantee agrees to make reasonable repairs of any damage to such gates or roads caused by its use.

During the initial construction of the Pipeline, Grantee may utilize an additional forty-five feet (45') of land adjacent to the Right of Way (hereinafter referred to as the "Temporary Work Space" and or "TWS"). If the route of the Pipeline to be constructed hereunder should cross any terrain, roads, railroads, creeks, rivers or other waterways located on the Property, or other such places requiring extra working space, Grantee shall have the right of temporary access to additional working space which may be necessary for the construction of the Pipeline, in which event Grantee shall pay Grantor for all reasonable damages suffered by Grantor due to Grantee's use of said additional working space.

Grantor agrees that any payment made hereunder by Grantee of the consideration for the Easement includes full and final payment for any and all damages to the Property, growing crops, timber, fences, buildings, or other improvements of Grantor on the Right of Way and Temporary Work Space resulting from the exercise of the rights herein granted during initial construction of the Pipeline. Grantee shall cause reasonable payment to be made for actual damages to the Property, crops, and fences of Grantor directly resulting from Grantee's future exercise of any rights herein granted, provided, however, that Grantee shall have the right from time to time to clear the Right of Way of any trees, undergrowth, brush and other obstructions located on or overhanging the Right of Way and shall not be liable for damages caused by the clearing of the same from the Right of Way.

Grantor understands and agrees that Grantor, its successors and assigns, shall not excavate the Right of Way, erect, construct, create, or permit to be erected, constructed or created, any building, fence, improvement, tree, shrub, structure or obstruction of any kind either on, above, or below the surface of the ground, or change the grade or elevation thereof, or maintain any water course, reservoir or pond thereon, or cause or permit these things to be done by others, on, over or along the Right of Way, without the express written permission of the Grantee. Grantee shall be entitled, at Grantee's option, at any time to remove any such item or structure.

Grantor represents and warrants that Grantor is the owner in fee simple of the Property, subject only to outstanding mortgages, if any, now of record, and in the event of default by Grantor, Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien on said Property and thereupon be subrogated to such lien and rights incident thereto. Grantor covenants that Grantor has the right to convey the Easement and Right of Way and that Grantor shall execute such further assurances thereof as may be required.

Grantor hereby consents to the collateral assignment by Grantee of Grantee's rights under this Easement to any person as security for amounts payable under any financing arrangements under which Grantor has borrowed funds. Grantor hereby undertakes to execute upon the request of Grantee such documents as may be reasonably and customarily required to give effect to any such assignment.

This Easement, and the rights herein granted together with the obligations herein imposed, are covenants running with the Property and shall be binding upon and inure to the benefit of, Grantor and Grantee and their respective successors and assigns and subsequent owners of title to any part of the Property.

The rights herein granted, may be assigned in whole or in part and may be exercised by the Grantee herein, its successors and/or assigns either jointly or separately. Except as otherwise provided herein, any liability or obligation of the assignor as to events occurring after the date of a permitted assignment shall terminate upon the assignment of the Right of Way and Easement by the assignor to the assignee.

This Easement embodies and includes the entire agreement between the undersigned parties, and no reliance is placed on previous writings, communications or implied representations, inducements or understandings of any kind whatsoever, and they are excluded herefrom. This Easement shall not be amended, modified, terminated or rescinded in any fashion, in whole or in part, by either Grantor or Grantee, except by a writing, in recordable form, signed by both Grantor and Grantee.

At Grantee's sole discretion, it may replace Exhibits "A" and "B" with a more definitive description and drawing, respectively, of the Easements and record the same in the County Clerk's Office. The Grantor agrees to fully cooperate and execute any additional documents necessary to facilitate this process. If the Grantee requires additional work space and/or easement or the final survey of the Easements increases the size of the Easements, then an additional payment shall be made to the Grantor on a pro rata basis. If the final survey does not increase the size of the Easements or include additional work space/easements, then Grantor shall retain all funds paid to it by Grantee with no refund required.

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SIGNATURE ON THE FOLLOWING PAGE

Grantee agrees to restore any roads or driveways disturbed by its operations hereunder. Said roads or driveways shall be restored to the same state or better that existed immediately prior to Grantee's operations.

This agreement may be signed in counterparts with the same effect as if each named Grantor signed one instrument. Each counterpart shall constitute a separate agreement between the parties thereto, subject to prorating any payments due hereunder in accordance with each Grantor's ownership share.

Executed this _____ day of _____, 2013.

Julia I. Hillyard, Trustee

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STATE OF TEXAS)
) SS
COUNTY OF _____)

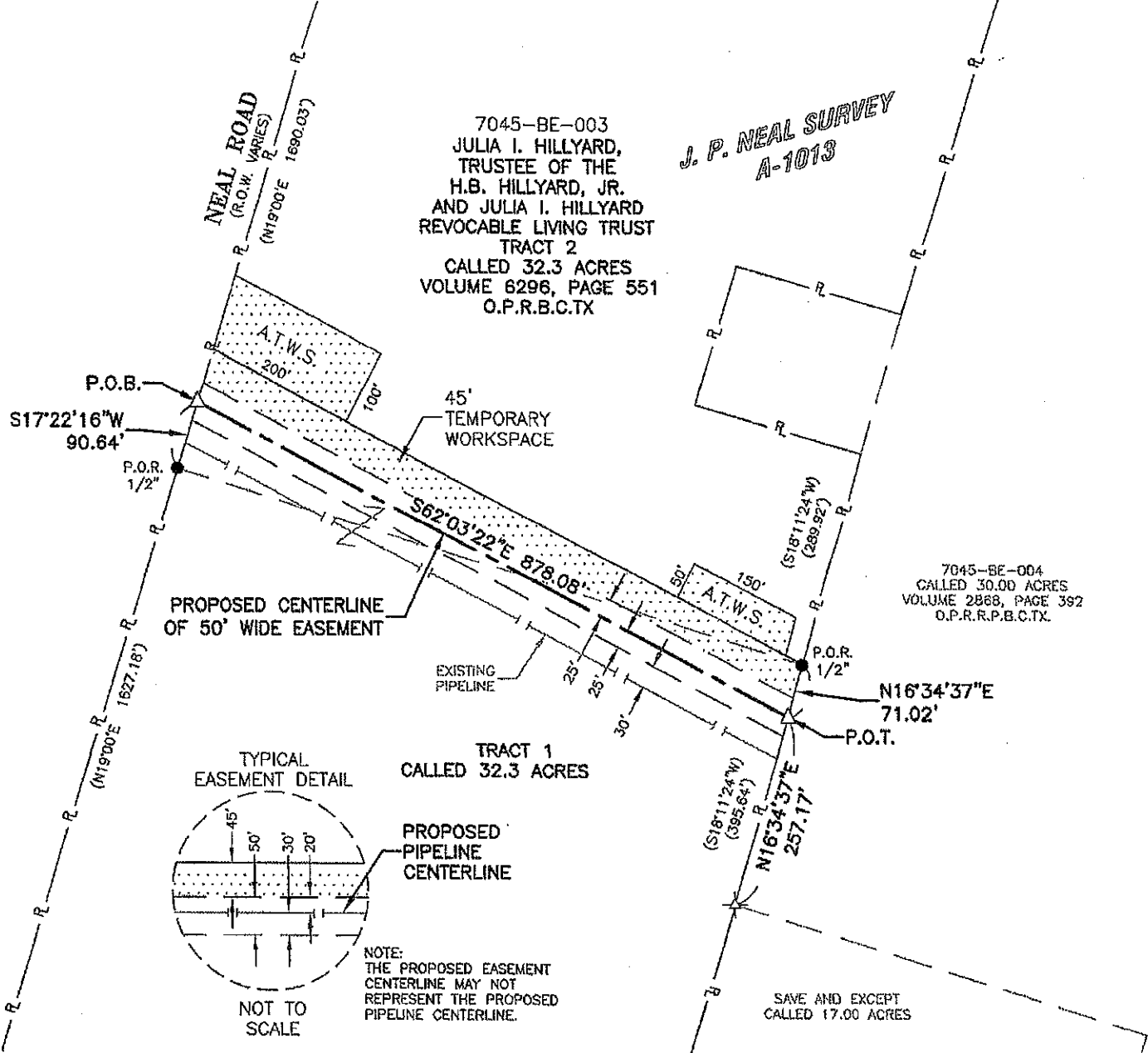
Before me, the undersigned, a Notary Public in and for the County aforesaid, on this ____ day of _____, 2013, personally appeared Julia I. Hillyard, Trustee of The H.B. Hillyard, Jr. and Julia I. Hillyard Revocable Living Trust, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes as herein set forth.

Witness my hand and official seal.

My Commission Expires:

Notary Public

**After recording, please return to:
Universal Field Services
2027 S 61st Street, Suite 100A
Temple, TX 76504
Attention: Records Department**



NOTES:

- ALL BEARINGS ARE GRID BEARINGS AND ARE BASED ON UTM WITH NAD83 DATUM, ZONE 14, US FOOT; CENTRAL MERIDIAN 99° W.
- RECORD INFORMATION SHOWN HEREON IS BASED UPON A PUBLIC RECORDS SEARCH PERFORMED BY UNIVERSAL FIELD SERVICES.
- FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTION (EXHIBIT "A") MADE IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT OF EASEMENT.

PRELIMINARY:
THIS DOCUMENT SHALL NOT BE
RECORDED FOR ANY PURPOSES.

NEIL HINES
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NUMBER 5842



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PARKWAY TWO, SUITE 100
AUSTIN, TEXAS 78735
(512) 447-0575
FAX: (512) 326-3029
EMAIL: SAM@SAMINC.BIZ

BRIDGETEX PIPELINE COMPANY, L.L.C.
CENTERLINE OF PROPOSED
50' WIDE RIGHT-OF-WAY AND EASEMENT
ACROSS JULIA I. HILLYARD,
TRUSTEE OF THE H. B. HILLYARD, JR. AND
JULIA I. HILLYARD REVOCABLE LIVING TRUST
TRACT
FALLS COUNTY, TEXAS

SHEET 1 OF 1
WORD: FN13440

