

COUNTY :	Blanco	TRACT NO.:	D-BL-647.230
STATE:	Texas	TAX ID.:	

SURVEY PERMIT
KINDER MORGAN TEXAS PIPELINE LLC for
PERMIAN HIGHWAY PIPELINE LLC

The undersigned hereby grants to Kinder Morgan Texas Pipeline LLC, ("KMTP" also known as the pipeline Operator) its agents, contractors, appraisers, sub-contractors and their employees, licensees on behalf of and for the benefit of Permian Highway Pipeline LLC for permission to enter the premises of the undersigned for the purpose of conducting pipeline survey(s), including, but not limited to, civil, environmental, geotechnical/soil borings and archeological/cultural resource surveys as may be required by local, state and federal agencies for the construction of a natural gas pipeline, subject to the condition that compensation shall be paid for damage to property and/or crops caused by said survey activities.

Property Description

ROW	PROP. ID# 10695, Geographical ID # 370001001
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Owners Name	<input checked="" type="checkbox"/> NEW Estate of Stella J. Smith
Spouse Name	<input checked="" type="checkbox"/> NEW
Address	<input checked="" type="checkbox"/> NEW

Telephone No.	210-698-1017	Home	<input checked="" type="checkbox"/> NEW	210-912-4250	Mobile	<input checked="" type="checkbox"/> NEW
	210-697-8155	Office	<input checked="" type="checkbox"/> NEW	210-601-7039	Other	<input checked="" type="checkbox"/> NEW

Owner's Signature Eleanor F. Ayala, Executor, Estate of Stella J. Smith

☒ Verbal Granted Phone
 ☒ Verbal Granted Personal Visit
 ☒ Written Permission Granted
 December 2, 2018
☐ Permission DENIED
 ☐ Pending (Comments required)

Tenants Name	<input checked="" type="checkbox"/> NEW
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Address	<input checked="" type="checkbox"/> NEW
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Telephone No.		Home	<input type="checkbox"/>		Mobile	<input checked="" type="checkbox"/> NEW
		NEW				
		Office	<input checked="" type="checkbox"/> NEW		Other	<input checked="" type="checkbox"/> NEW

Tenant's Signature _____

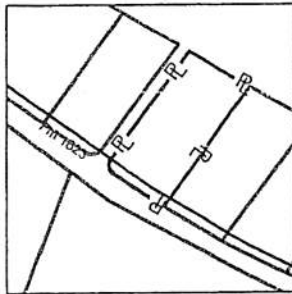
☐ Verbal Granted Phone
 ☐ Verbal Granted Personal Visit
 ☐ Written Permission Granted
☐ Permission DENIED
 ☐ Pending (Comments required)

AGENT COMMENTS:	
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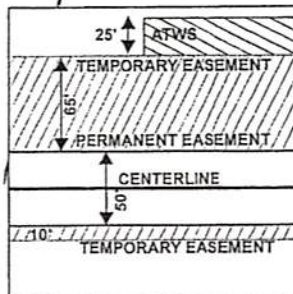
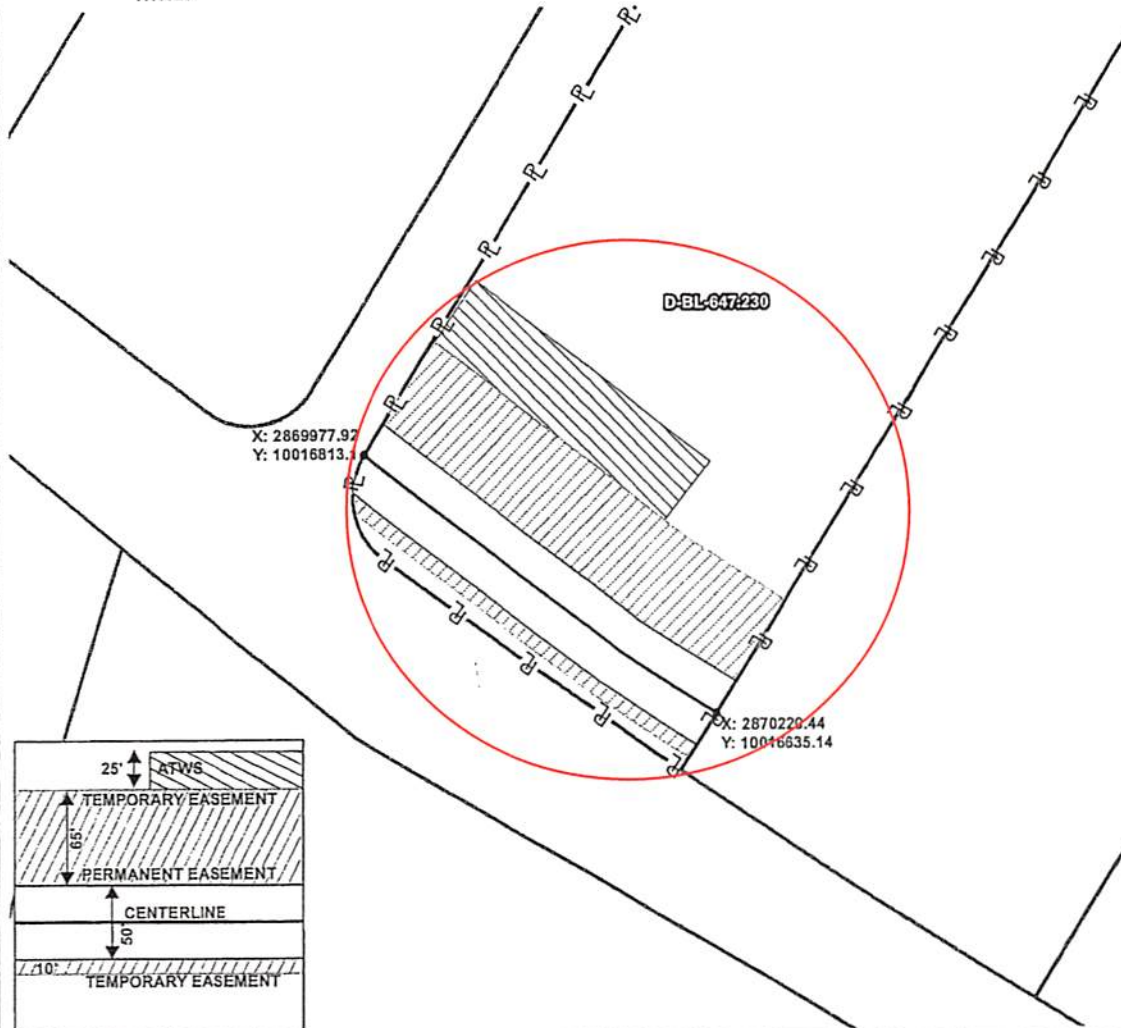
Date of Contact:	—	By R/W Agent:	—
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PRELIMINARY EXHIBIT "A" PROPOSED PIPELINE EASEMENT

BLANCO COUNTY, TEXAS
CLEAR CREEK RANCH, LOT 04



VICINITY MAP
N.T.S.



CENTERLINE FOOTAGE = 301 FEET = 18 RODS

PERMANENT EASEMENT = 0.344 ACRES

TEMPORARY EASEMENT = 0.515 ACRES

ADDITIONAL TEMPORARY EASEMENT 0.232 = ACRES

LEGEND

- PROPOSED PIPELINE
- PERMANENT EASEMENT
- ▨ TEMPORARY EASEMENT
- ▨ ATWS
- TAX PARCELS LIMITS
- ADJACENT PROPERTY BOUNDARIES

NOTES:

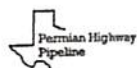
1. THIS IS A GIS PRODUCT AND IS PROVIDED FOR GENERAL DISCUSSION AND NEGOTIATION OF THE LOCATION OF A PROPOSED UNDERGROUND PIPELINE AND ITS CORRIDOR.
2. THIS CONSTRUCTION ESTIMATE SHOULD NOT BE USED FOR AUTHORITATIVE DETERMINATION OF LAND BOUNDARY, EASEMENTS, FENCES, BUILDINGS OR FUTURE IMPROVEMENTS.
3. ROUTE SUBJECT TO FINAL DESIGN.
4. THE COORDINATE SYSTEM USED TO DEFINE THE COORDINATES DEPICTED ON THIS DRAWING IS STATE PLANE TEXAS CENTRAL, NAD83, US FEET

CONSTRUCTION ESTIMATE

DRAWN BY:	TRC	PERMIAN HIGHWAY PIPELINE LLC PHP CENTERLINE SPREAD D ESTATE OF STELLA J. SMITH Tract Number: D-BL-647.230
CHECKED BY:	TRC	
MAP DATE:	2/14/2019	
SCALE:	1 inch = 100'	
REV NO.	DATE	DESCRIPTION
A	2/14/2019	UPDATED ROUTE

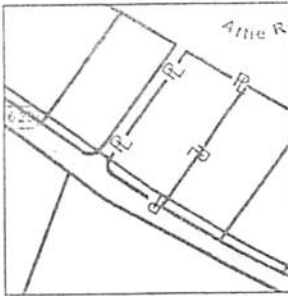


16350 Park Ten Place
Houston, TX 77084
(281) 616-0100

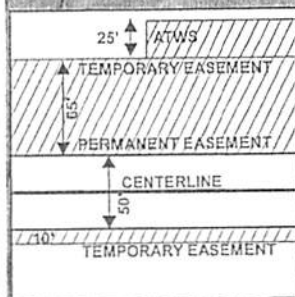


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CLEAR CREEK RANCH, LOT 04



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NOTES:

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3. ROUTE SUBJECT TO FINAL DESIGN.
4. THE COORDINATE SYSTEM USED TO DEFINE THE COORDINATES DEPICTED ON THIS DRAWING IS STATE PLANE TEXAS CENTRAL, NAD83, US FEET.

CONSTRUCTION ESTIMATE

DRAWN BY:	TRC	PERMAN HIGHWAY PIPELINE LLC
CHECKED BY:	TRC	PHP CENTERLINE
MAP DATE:	2/14/2019	SPREAD D
SCALE:	1 inch = 100'	ESTATE OF STELLA J. SMITH
REV NO.	DATE	DESCRIPTION
A	2/14/2019	UPDATED ROUTE
DRAWING NO. D-BL-647.230_PSK		PROJECT NO. 311545
		SHEET NO. 01 of 01



16350 Park Ten Place
Houston, TX 77054
(281) 616-0100



EXHIBIT "B"

4.32 acres of land, more or less, being Tract four (4) of the Clear Creek Ranches Subdivision, according to map or plat thereof, recorded in Volume 1, Pages 48-49, Plat Records of Blanco County, Texas, being more particularly described in that certain Deed dated February 8, 1985, from Woodland Heritage Corporation, a Texas Corporation to Stella J. Smith, recorded in Volume 115, Page 908, of the Deed Records, Blanco County, Texas; less and except any conveyances heretofore made.

After recording, return to:
Permian Highway Pipeline LLC
Land & Right of Way Department
1001 Louisiana St, Suite 1000
Houston, Tx 77002

Tract No: D-BL-647.230

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 DRIVERS LICENSE NUMBER.

RIGHT-OF-WAY AND EASEMENT AGREEMENT

ELEANOR F. AVALA, AS EXECUTOR OF THE ESTATE OF STELLA J. SMITH, whose address is 9007 Roberta Circle, Boerne, TX 78006-5593 ("GRANTOR", whether one or more), and GRANTOR's successors and assigns for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, does grant, bargain, sell and convey unto **PERMIAN HIGHWAY PIPELINE LLC**, a Delaware limited liability company ("GRANTEE"), whose address is 1001 Louisiana Street, Suite 1000, Houston, Texas 77002, its successors and assigns, effective _____ ("Effective Date"), a permanent nonexclusive right-of-way and easement ("Easement") fifty feet (50') in width to own, use, develop, construct, lay, improve, install, operate, maintain, inspect, test, protect, repair, alter, convert, replace, in whole or in part, change the size of, relocate within the easement, and remove or abandon in place one pipeline, not to exceed forty-two inches (42") in diameter, and appurtenances for the transportation of natural gas and its associated substances on, in, over, under, through and across the lands described in Exhibit "A" of GRANTOR situated in Blanco County, Texas with the location of the permanent right-of-way and easement being more particularly described in and substantially as shown on Exhibit "A" attached hereto and made a part of this Agreement. After installation of said pipeline, GRANTEE shall hold as permanent easement, a strip of land being fifty feet (50') in width, being located twenty-five feet (25') either side of the pipeline centerline as constructed.

Prior to the commencement of construction of the Pipeline, but not later than six (6) months from the Effective Date, GRANTEE shall survey the actual location of the Easement. GRANTEE shall deliver to GRANTOR a recordable "Notice of Location" document describing the actual location of the Easement on the property with a metes and bounds description and certified plat. GRANTEE shall record said Notice of Location in the official public records of the county in which the property is located. In the event the total footage across the land of GRANTOR is greater than that shown on the Exhibit "A" GRANTEE shall tender to GRANTOR the additional consideration payment equal to the price per rod initially paid by GRANTEE to GRANTOR, however; if the footage is less than the Exhibit "A", no additional compensation shall be owed to GRANTOR and GRANTOR will not be obligated to return any funds previously paid. After installation of said pipeline, GRANTEE shall hold a fifty (50) foot wide permanent easement.

During the initial construction of the pipeline, GRANTEE shall also have the use of a temporary right-of-way easement measuring seventy-five feet (75') in width located parallel and adjacent to the said permanent right-of-way and easement and additional temporary workspaces (if any) as substantially shown on Exhibit "A." GRANTEE agrees to occupy the temporary right-of-way and easement only for the length of time necessary to construct and test its pipeline and to complete surface restoration of the permanent and temporary right-of-way easement.

GRANTEE shall have all rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted including the free, non-exclusive right of ingress and egress over, across and within the permanent easement and temporary right-of-way easement, together with a

free, non-exclusive right of ingress and egress to and from the permanent easement upon and over GRANTOR's land. This permanent easement shall be in perpetuity. GRANTEE is also granted the rights to implement and effectuate various safety and security measures to prevent the unlawful access to the Easement by trespassers and/or protestors who may attempt to interfere with or disturb GRANTEE's project or the use of the Easement.

GRANTEE shall have the right to install drips, traps, valves, meters, fittings, connections, risers, pipeline launchers and receivers, cathodic test leads, AC mitigation, power line drops, line markers and other protective equipment and facilities, and such other above-ground equipment and facilities as is used or useful to GRANTEE in the use, operation, protection, and maintenance of the pipeline.

GRANTEE shall have the right to remove all fences from the Easement and the temporary workspaces, as required for purposes of construction or repairs of the Pipeline and prior to cutting any fence, GRANTEE shall brace the existing fence on both sides of the right-of way adequately, and in such manner that there should be no slacking of the wires. While constructing through fenced areas, GRANTEE shall install gap fences or deterrent to keep cattle or livestock from crossing one fenced pasture to another.

GRANTEE may install a gate(s) along the fence line that is not a property boundary line where the fence(s) crosses the right-of-way and easement. Likewise, GRANTEE may install a gate or gates in the fence line that marks the common boundary between GRANTOR and adjoining owner(s) but not without also obtaining consent of the owners as to the specific location(s). Any gate installed by GRANTEE shall be an oil field type gate consisting of one (1) sixteen (16) feet in width. All gates used by GRANTEE in connection with operations under this Agreement shall be kept locked at all times, except when passing through same.

GRANTEE shall segregate the topsoil from the ditchline up to a maximum of twelve inches (12") so that the topsoil will be separated from the sub soils. In backfilling after installation, the topsoil first removed shall as reasonably practical be used as cover soil in such a manner so as to result in it being returned to the top of the Easement as topsoil. GRANTEE shall remove all trash and other debris that that GRANTEE or its contractors deposit on the Easement and restore the surface of the land to as near its original condition as is reasonably practicable. GRANTEE agrees to bury the pipeline so that the top of the pipeline lies at least thirty-six inches (36") below the surface when constructed/installed so as not to interfere with normal cultivation of the land, except at those locations where rock is encountered, the pipeline may be buried at least twenty-four inches (24") below the surface. No double ditching will be required unless requested and approved in writing by GRANTEE. GRANTOR agrees to not disturb, alter, interfere with, or reduce the depth of cover over the pipeline and shall be responsible for any expenses associated with its farming operations if the depth of cover is reduced below thirty-six (36") inches.

GRANTOR shall have the right to cut or clear from the Easement (and the temporary workspaces during the initial construction), all trees, shrubbery, undergrowth, and any other obstructions that may injure, endanger or interfere with the construction, operation, maintenance, inspection, repair or use of the pipeline and/or Easement (and the temporary workspaces during the initial construction). During the initial construction, GRANTOR shall remove all brush and debris, if any, cleared from the Easements by burning, chipping, and/or burying. The method of disposal shall be selected by GRANTOR.

During pipeline construction and any subsequent altering, repairing, removing or replacing of said pipeline, GRANTEE agrees that it will leave earthen plugs sufficient to permit Grantor's, his tenants

and/or Lessees equipment and/or livestock, to cross over the ditch at reasonable locations along the right-of-way.

After the completion and installation of the Pipeline, GRANTEE agrees to mark the locations if its pipeline with permanent above ground markers in accordance with applicable state or federal regulations.

If GRANTEE should abandon in total operation of the line and/or maintenance of the Easement in accordance with applicable federal or state laws, rules or regulations, the pipeline and appurtenances constructed upon said land and if such abandonment should continue for a continuous period of two (2) years, excepting any time period caused as a result of any force majeure action, all rights of GRANTEE herein shall terminate. GRANTEE shall have the right for two (2) years following any termination of this easement to remove its pipe, valves and all other property. Upon expiration of such period, any such property of GRANTEE remaining on said land shall become the property of GRANTOR.

It is understood and agreed that the consideration herein paid for the Easement and temporary workspaces includes payment for usual and customary damages incurred in the initial construction of the pipeline. If applicable, GRANTEE agrees to pay a fair and reasonable amount for actual and verifiable damages, including but not limited, to roads, fences, ditches, culverts, terraces, natural grasses, ground cover, brush, trees, cultivated land, growing crops, livestock, loss of hunting revenue, buildings and other structural improvements caused by GRANTEE in the exercise of its rights hereunder; provided, however, subsequent to initial construction, GRANTEE shall have the right from time to time to cut all trees and/or undergrowth that in GRANTEE's judgment may injure, endanger, or interfere with the exercise of GRANTEE's rights and privileges granted herein. GRANTEE shall not be liable for damages caused on the right of way and easement by keeping the right of way and easement clear of trees and undergrowth.

GRANTOR reserves the right to farm, cultivate and graze the land, to build levees or cross fences on, over and across the land as near as to a 90 degree angle as possible, as well as to full use and enjoyment of the premises, subject to the specific rights granted to GRANTEE hereunder; provided, however, GRANTOR shall not construct on or over the permanent right of way and easement any buildings, structures or other improvements, natural or man-made obstructions, or lakes or ponds of any nature that interfere with the construction, maintenance, repair or operation of the pipeline constructed by GRANTEE.

GRANTOR shall retain all the oil, gas, and other minerals in, on and under the Easement; provided, however, that GRANTOR shall not be permitted to drill or operate equipment for the production or development of minerals on the Easement, but will be permitted to extract same from and under the Easement by directional drilling and other means, provided the drill bit enters the Easements at a subsurface depth of twenty feet (20') or deeper and so long as such activities do not damage, destroy, injure, and/or interfere with the GRANTOR's use of the Easements for the purposes for which the Easements are being sought herein.

Notwithstanding any other provision in this Agreement, GRANTOR may construct streets or roads (including gravel, asphalt, or concrete streets or roads) at any locations above the Easement that the GRANTOR chooses provided the portion of a street or road constructed above the Easement must cross the Easement at or near 90 degrees and may not exceed forty feet (40') in width, cause a violation of any applicable pipeline regulation, or interfere with the operation and maintenance of any pipeline. At least thirty (30) days before the date on which construction of an asphalt or concrete street or road that will be located wholly or partly in the Easement is scheduled to begin,

GRANTOR must submit plans for the proposed construction to GRANTEE. GRANTOR's construction of any such streets or roads shall be at GRANTOR's sole expense.

GRANTEE shall not permit any of its agents, servants, or employees, or any independent contractor performing service for it to carry any firearms onto or hunt or fish on GRANTOR's lands or for any purpose that is not contemplated by this Agreement.

GRANTEE shall have at its sole discretion, the right to assign any of its rights herein granted in whole or in part to any other person or entity.

By entering into this Easement, GRANTOR warrants that GRANTOR is the fee owner of the property herein described and that GRANTOR has the authority to convey said rights and interests to the GRANTEE. GRANTOR further agrees to defend, indemnify and hold harmless the GRANTEE, its successors and assigns from any and all claims disputing GRANTOR's legal right to convey this Easement to the GRANTEE.

GRANTEE SHALL DEFEND WITH COUNSEL OF GRANTEE'S CHOICE, INDEMNIFY, PROTECT AND HOLD HARMLESS GRANTOR, GRANTOR'S HEIRS, SUCCESSORS, ASSIGNS AND RELATED OR AFFILIATED ENTITIES (THE "INDEMNIFIED PARTIES"), FROM ANY AND ALL LIENS, CLAIMS, DEMANDS, COSTS (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES), EXPENSES, DAMAGES, LOSSES AND CAUSES OF ACTION FOR DAMAGES ASSERTED BY PERSONS OR ENTITIES UNAFFILIATED WITH THE INDEMNIFIED PARTIES BECAUSE OF INJURY TO PERSONS (INCLUDING DEATH) AND INJURY OR DAMAGE TO OR LOSS OF ANY PROPERTY OR IMPROVEMENTS TO THE EXTENT CAUSED BY GRANTEE'S NEGLIGENCE, GROSS NEGLIGENCE, OR INTENTIONAL MISCONDUCT. NOTWITHSTANDING THIS COMMITMENT TO INDEMNIFY, GRANTEE SHALL NOT DEFEND, INDEMNIFY OR HOLD HARMLESS THE INDEMNIFIED PARTIES FOR ANY LIENS, CLAIMS, DEMANDS, COSTS, EXPENSES, DAMAGES, LOSSES AND CAUSES OF ACTION FOR DAMAGES THAT ARE CAUSED BY THE NEGLIGENCE, GROSS NEGLIGENCE, INTENTIONAL MISCONDUCT, STRICT LIABILITY, OR FRAUD OF GRANTOR, ITS EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, TENANTS, LICENSEES, OR INVITEES.

NOT WITHSTANDING ANY OTHER PROVISIONS OF THIS EASEMENT, IN NO EVENT WILL ANY PARTY HERETO BE LIABLE TO THE OTHER, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL LOSS OR DAMAGE OR OTHER SIMILAR DAMAGES (INCLUDING LOST PROFITS) OF ANY NATURE ARISING AT ANY TIME OR FROM ANY CAUSE WHATSOEVER OR FOR ANY PUNITIVE OR EXEMPLARY DAMAGES OF ANY PARTY.

The Internal Revenue Code provides that a GRANTEE of a real property interest in this county must withhold tax if the GRANTOR is a foreign person. Each GRANTOR hereby certifies under oath and subject to penalties of perjury that he/she/it is not a foreign person, foreign corporation, foreign trust or foreign estate, for purposes of Internal Revenue Code compliance.

This Easement shall be interpreted and enforced in the state of Texas where the property described herein is located. If any part, term or provision of this Easement is, by a court of competent jurisdiction or regulatory authority having jurisdiction over the real property over, under and across which the Easements are located, held to be illegal, void, or unenforceable, or to be in conflict with the law of that jurisdiction, the validity of the remaining provisions or portion hereof

shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this agreement did not contain the particular part, term, or provision to be held invalid.

This Easement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon their respective heirs, personal representatives, successors and assigns. Similarly, facsimile signatures shall be deemed as an original signature by the enforcing party.

This Agreement together with exhibits incorporated herein by reference, if any, embodies the whole agreement of the parties. There are no promises, terms, condition, or obligations other than those contained herein; and this agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties.

TO HAVE AND TO HOLD unto GRANTEE, its successors and assigns for so long thereafter as any one or more of said rights or privileges are exercised, or any pipeline, structure or facility installed hereunder is used or remains thereon.

IN TESTIMONY WHEREOF, the parties have executed this Right-of-Way and Easement Agreement on this ____ day of _____, 2019.

GRANTOR(S)

Eleanor F. Avala
ELENOR F. AVALA, AS EXECUTOR OF THE
ESTATE OF STELLA J. SMITH

ACKNOWLEDGMENT(S)

STATE OF TEXAS §
COUNTY OF BLANCO §
§

This instrument was acknowledged before me on the _____ day of _____,
2019 by Elenor F. Avala, as Executor of the Estate of Stella J. Smith.

Notary Public, State of _____
My Commission Expires on _____

Blanco County Courthouse:

Stella J. Smith, Grantor,
Permian Hwy, Grantee Easement
Recorded 6/18/2019 Doc# 2019-192002

GRANTEE:

Permian Highway Pipeline LLC

By: Daniel G. Gredvig

Title: Attorney-In-Fact

ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF _____

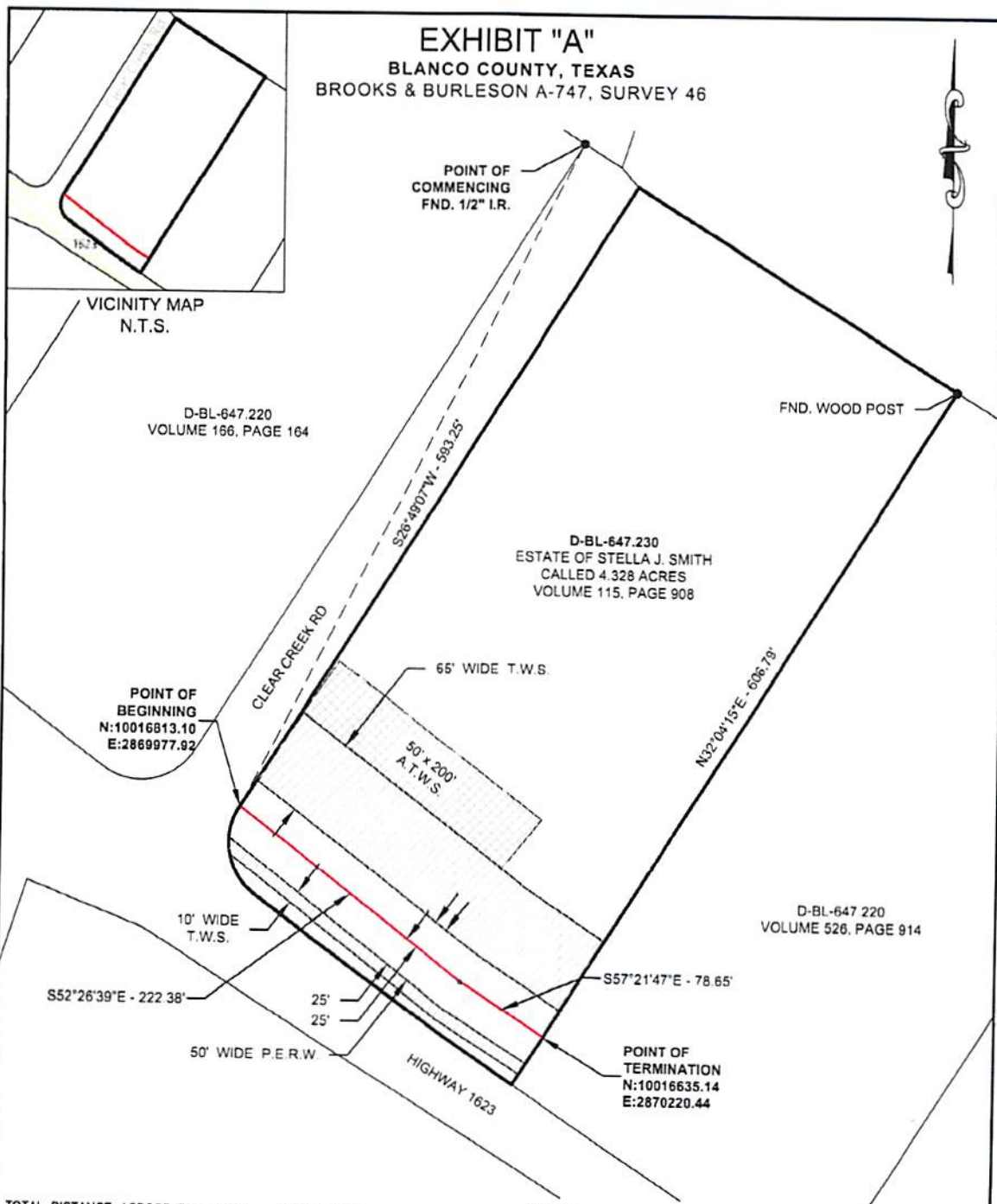
This instrument was acknowledged before me on the _____ day of _____,
2019 by _____.

Notary Public, State of _____
My Commission Expires on _____

EXHIBIT "A"

BLANCO COUNTY, TEXAS

BROOKS & BURLESON A-747, SURVEY 46



TOTAL DISTANCE ACROSS PROPERTY: 301.03 FEET
OR: 18.24 RODS
TOTAL AREA OF P.E.R.W.: 0.344 ACRES
TOTAL AREA OF T.W.S.: 0.515 ACRES
TOTAL AREA OF A.T.W.S.: 0.232 ACRES

NOTES

- ALL BEARINGS, DISTANCES, AND COORDINATES SHOWN HEREIN ARE GRID, BASED UPON THE TEXAS COORDINATE SYSTEM, TEXAS CENTRAL ZONE 4203, NORTH AMERICAN DATUM OF 1983 [NAD83(2011)(EPOCH:2010.0000)], U.S. SURVEY FEET, AS DERIVED FROM AN "ON THE GROUND" SURVEY PERFORMED BY TRC PIPELINE SERVICES, LLC IN JANUARY 2019.
- THE TITLE INFORMATION OF THE SUBJECT TRACT, SHOWN HEREIN, IS BASED UPON TITLE RESEARCH CONDUCTED BY TRC PIPELINE SERVICES, LLC.
- IF THIS PLAT AND ACCOMPANYING DESCRIPTION ARE NOT SIGNED AND SEALED BY THE SURVEYOR WHOSE NAME APPEARS BELOW, IT SHOULD BE CONSIDERED AS A COPY AND NOT THE ORIGINAL.

LEGEND

I.R. IRON ROD
I.P. IRON PIPE
FND. FOUND
N.T.S. NOT TO SCALE
R.O.W. RIGHT OF WAY
T.W.S. TEMPORARY WORKSPACE
A.T.W.S. ADDITIONAL TEMPORARY WORKSPACE
P.E.R.W. PERMANENT EASEMENT & RIGHT OF WAY
T.A.R. TEMPORARY ACCESS ROAD
P.A.R. PERMANENT ACCESS ROAD
BROKEN LINE NOT SCALABLE
PROPERTY LINE
BASELINE
EXISTING PIPELINE
R/W. R.O.W.



TRAVIS E. CLEMENT
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6638
SURVEY FIRM LICENSE NO. 10193802



16350 Park Ten Place
Houston, TX 77084
(281) 616-0100



KINDER MORGAN TEXAS PIPELINE LLC

DWG BY:	SRV	PERMANENT HIGHWAY PIPELINE PROJECT PERMANENT EASEMENT & RIGHT OF WAY ACROSS THE PROPERTY OF ESTATE OF STELLA J. SMITH
CKD BY:	TEC	
DATE:	1/23/19	
SCALE:	1" = 100'	
REV#	DATE	DESCRIPTION
0	03/29/19	FOR CERTIFICATION
DRAWING:	D-BL-647.230	SHEET NO. 1 OF 1