

RIGHT- OF- WAY AGREEMENT

THE STATE OF TEXAS

THE COUNTY OF TARRANT

For and in consideration of TEN Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned, Keller Independent School District (hereinafter called GRANTOR, whether one or more) does hereby GRANT, BARGAIN, SELL and CONVEY TO EAGLE MOUNTAIN PIPELINE COMPANY, L.P., a Texas limited partnership, having a principal address of 8111 Preston Road, Suite 600, Dallas, Texas 75225, its successors and assigns (hereinafter called GRANTEE), a right-of-way and easement on, over, under, upon and across that certain land more specifically shown in Exhibit "A" and Exhibit "B", attached hereto and made a part hereof, which shall be fifty-five (55) feet in width during any period of construction (plus an additional temporary workspace as may be needed) with said right-of-way and easement reverting to thirty (30) feet in width thereafter. The aforementioned right-of-way and easement shall be used to construct, maintain, operate, repair, alter, replace, change the size of and remove or abandon in place pipelines and appurtenant facilities including, but not limited to, valves, risers, meters, communication wires, cables, conduits and devices and pigging facilities, for the transportation of natural gas, oil, gas petroleum products, saltwater or any other liquids, gases (including inert gases) or substances which can be transported through pipelines on, over, under upon and across the lands comprising said right-of-way and easement ("said lands") of GRANTOR in the County of Tarrant, State of Texas, to wit:

A tract of land containing 112.868 acres, more or less, out of the William McCowan Survey, Abstract 999, Tarrant County, Texas, and being more particularly described in a Warranty Deed, recorded as Document D198294000 of the Official Records of Tarrant County Texas, and the easement being more particularly described in Exhibit "A" and Exhibit "B" attached hereto and made a part hereof.

GRANTOR hereby reserves the right to use the surface of said lands in any manner that will not, in GRANTEE'S sole discretion, prevent or interfere with the exercise by GRANTEE of its rights hereunder. GRANTOR also agrees not to construct nor permit to be constructed, any house, building or any other structure on, over, under upon or across the right-of-way and easement without express prior written consent of the GRANTEE. In addition, GRANTEE shall have all of the rights and benefits necessary and convenient for the full enjoyment and use of the rights herein granted, including, but not limited to, the right of ingress and egress over and across said lands to and from said right-of-way and easement and the right from time to time to cut out all trees, undergrowth and other obstructions that, in its judgment, may injure, endanger or interfere with the exercise by GRANTEE of the rights, privileges and easements herein granted.

GRANTEE shall have the right to assign this Right-of-Way Agreement and any of the rights herein granted, in whole or in part, and the terms, conditions and provisions hereof shall extend to and be binding on GRANTEE'S successors and assigns.

GRANTEE covenants and agrees to indemnify and forever hold harmless GRANTOR against each and every claim, demand or cause of action that may be made or come against GRANTOR arising out of the construction, operation or maintenance of any pipelines or appurtenant facilities within the right-of-way and easement specified herein, except where such claims, demands or causes of action are result from the sole negligence of GRANTOR or GRANTOR'S employees, tenants, agents, representatives, lessees, successors and/or assigns.

GRANTOR hereby expressly agrees that in the event the route of the pipelines to be constructed hereunder should cross any roads, railroads, creeks, or other waterways located on the above described land or other places requiring extra work space, or if the rights granted to GRANTEE hereunder require extra work space, then GRANTEE shall have the right and temporary access to additional working space which may be necessary therefore, and GRANTEE agrees to pay GRANTOR for damages to growing crops and fences disturbed on such additional work space.

GRANTEE agrees to bury all pipe below normal plow depth and to pay for any physical damage caused by GRANTEE'S construction, maintenance, operation, repair, alteration, replacement or removal of said pipelines and appurtenant facilities. It is understood and agreed that the consideration herein paid does include payment for the aforementioned damages during the initial construction period.

It is mutually agreed and understood that this Agreement, as written, covers all the agreements and stipulations between the said parties, and no representations or statements, verbal or written, have been made modifying, adding to or changing the terms of hereof.

TO HAVE AND TO HOLD unto GRANTEE, its successors and assigns, for so long as the rights and easement herein granted, or any one of them shall be used by, or useful to, GRANTEE for the purpose herein granted, the undersigned hereby bind themselves, their heirs, executors and administrators (and successors and assigns) to warrant and forever defend this right-of-way and easement unto the GRANTEE, its successors and assigns, against every person whomever lawfully claiming or to claim the same or any part thereof.

IN TESTIMONY WHEREOF, GRANTOR, for the purposes hereof, shall be deemed to have executed this conveyance this _____ day of _____, 2005.

GRANTOR:

Keller Independent School District

Its _____

Address: _____

ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF TARRANT

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person/persons whose name/names is/are subscribed to the foregoing instrument as **GRANTOR**, and acknowledged to me that the undersigned executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2005.

NOTARY PUBLIC, STATE OF TEXAS

TENANT'S CONSENT

The undersigned tenant and/or holder of a surface lease on the above described lands does hereby grant his or her consent and approval to the above described right-o-way and easement, and the full use and exercise thereof, subject to the condition that any and all damages sustained to his or her crops and other property on said premises, as a result of the exercise of said rights under said consent, shall be paid to him or her.

Executed this the ____ day of _____, 2005

By: _____

**WILLIAM McCOWAN
SURVEY ABST. NO. 999**

OLD DENTON RD

ALLIANCE ASSOCIATES, L.P.
VOL. 14717 PG. 281
D.R.T.C.T.

ROBERT ARRINGTON
VOL. 12631
PG. 751

RONALD REYNOLDS
D203211285

MARVIN TUGGLE
VOL. 12812 PG. 531

DONALD STARKEY
VOL. 10747
PG. 1155

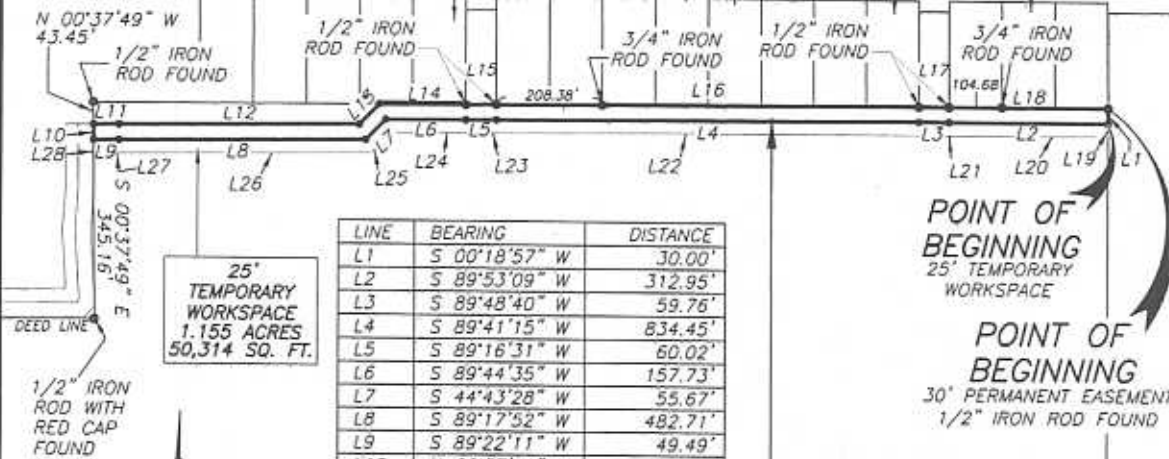
ROBERT ARRINGTON
VOL. 12631
PG. 751

CHARLES CHARLES
VOL. 11028
PG. 461

WILLIAM H MEYERS et ux
HELEN M
D197113342

US BANK
D204109333

KELLER HICKS RD



LINE	BEARING	DISTANCE
L1	S 00°18'57" W	30.00'
L2	S 89°53'09" W	312.95'
L3	S 89°48'40" W	59.76'
L4	S 89°41'15" W	834.45'
L5	S 89°16'31" W	60.02'
L6	S 89°44'35" W	157.73'
L7	S 44°43'28" W	55.67'
L8	S 89°17'52" W	482.71'
L9	S 89°22'11" W	49.49'
L10	N 00°37'49" W	30.00'
L11	N 89°22'11" E	49.47'
L12	N 89°17'52" E	470.40'
L13	N 44°43'28" E	55.80'
L14	N 89°44'35" E	170.04'
L15	N 89°16'31" E	60.00'
L16	N 89°41'15" E	834.59'
L17	N 89°48'40" E	59.82'
L18	N 89°53'09" E	313.20'
L19	S 00°18'57" W	25.00'
L20	S 89°53'09" W	312.75'
L21	S 89°48'40" W	59.72'
L22	S 89°41'15" W	834.33'
L23	S 89°16'31" W	60.03'
L24	S 89°44'35" W	147.48'
L25	S 44°43'28" W	55.55'
L26	S 89°17'52" W	492.98'
L27	S 89°22'11" W	49.50'
L28	N 00°37'49" W	25.00'

POINT OF BEGINNING
25' TEMPORARY WORKSPACE

POINT OF BEGINNING
30' PERMANENT EASEMENT
1/2" IRON ROD FOUND

30' PERMANENT EASEMENT
1.386 ACRES
60,392 SQ. FT.

KELLER I.S.D.
VOL. 13567 PG. 310
D.R.T.C.T.

LEWISVILLE 7 PARTNERS, LTD
VOL. 12580 PG. 773
D.R.T.C.T.

25' TEMPORARY WORKSPACE
1.155 ACRES
50,314 SQ. FT.

1" = 300'



NOTES:
1. BASIS OF BEARING IS THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE, NAD 83.
2. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS, ENCUMBRANCES, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
3. SEE EXHIBIT B FOR LEGAL DESCRIPTION.

I, DUSTIN W. PRICE, DO HEREBY STATE THAT THE ABOVE AND FOREGOING SURVEY WAS MADE ON THE GROUND, UNDER MY DIRECTION AND SUPERVISION, DURING THE MONTH OF JUNE, 2005.

Dustin W. Price
DUSTIN W. PRICE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5594

PAGE 1 OF 3

Eagle Mountain Pipeline Company, LP

A 30' PERMANENT EASEMENT AND A 25' TEMPORARY WORKSPACE

Wm. McCOWAN SURVEY,
ABSTRACT NO. 999
TARRANT COUNTY, TEXAS

JOB: HINTON-MELVIN	MCCOWAN A-999	DRAWN BY: LJC	CHECKED: DWP
			DATE: 07/07/05

LINK FIELD SERVICES INCORPORATED

4516 HIGHWAY 180 EAST, SUITE 200
MINERAL WELLS, TX 76068
800-462-7199

P:\EAGLE MNT\Hinton-Melvin\drawings\easements\easement.dwg	ACRES: 1.386 ACRES: 1.155
CRD: EASEMENTS	CENTERLINE LENGTH: 2013.03'