

**RIGHT-OF-WAY EASEMENT
CITY OF COLLEGE STATION
TAMUS Board Policy 41.05(9)**

I. Grant of Easement: The **BOARD OF REGENTS, THE TEXAS A&M UNIVERSITY SYSTEM**, (GRANTOR but hereafter referred to as "**TAMUS**"), on behalf of the State of Texas, acting by and through its duly authorized officer, under authority of Board Policy 41.05(9), and by virtue of authority granted to the Board by TEX. EDUC. CODE ANN. § 85.26(c) (Vernon 1994), in consideration of the mutual benefits to be derived by both parties, GRANTS, BARGAINS, SELLS AND CONVEYS to **CITY OF COLLEGE STATION**, (GRANTEE but hereafter referred to as "**COLLEGE STATION**"), its successors and assigns, a non-exclusive right-of-way easement on and across certain Property of **TAMUS**, (hereafter referred to as "the Property"), located in Brazos County, Texas, more particularly described as follows:

See Exhibit "A" attached and made a part of this easement.

II. Purpose and Location of Easement: This easement is granted for the purpose of installing and maintaining aerial and underground electrical service to Easterwood #3 RE oil well on a lease held by Union Pacific Resources Company, under an oil and gas lease dated on the 9th day of December, 1994, and Recorded in Volume 2260, Page 318 of the official records of Brazos County, Texas. A plat of the Property showing the surface area affected by this easement and the location of **COLLEGE STATION's** right-of-way is depicted on Exhibit "B", attached and made a part of this easement.

III. Right of Access: **COLLEGE STATION** has the right of ingress and egress across the Property

for the purpose of constructing, maintaining, repairing, replacing and rebuilding its line. **COLLEGE STATION** agrees to occupy the surface only to the extent and for the length of time necessary for constructing, operating, maintaining, repairing, replacing and rebuilding such line. Any gate or opening used by **COLLEGE STATION** for ingress or egress in the exercise of its rights, must be kept in proper condition and closed at all times.

IV. Duties: If **COLLEGE STATION** damages or destroys any fences, roads, bridges, culverts, buildings or other equipment on the right-of-way, other than its own personal property, **COLLEGE STATION** must, within a reasonable period of time, repair or replace the personal property to the extent that it will, as nearly as practicable, be in like condition as before such damage or destruction. At the option of **TAMUS**, in lieu of repairing or replacing, money damages will be paid. Such damages include those incurred as a result of **COLLEGE STATION** or its agents or employees entering, departing, or by reason of being present on the Property. The Property affected will be leveled as required by **TAMUS** so the Property will, to the degree possible, be in the same condition as before **COLLEGE STATION's** activities. **COLLEGE STATION** agrees to notify **TAMUS**, in the manner set forth in Section XIX, no later than three (3) business days after completion of the initial construction and cooperate with **TAMUS** personnel in an on site inspection to assess damages resulting from **COLLEGE STATION's** activities. Prior to any subsequent alteration or additional construction **COLLEGE STATION** agrees to notify **TAMUS**, in the same manner as set forth above, five (5) business days prior to commencement of such activities.

V. No Fee Interest Granted: This is a grant of a non-exclusive right-of-way easement only, and does not grant any fee interest to the surface or any interest in the minerals, on or under the property. This

conveyance is made subject to any and all outstanding easements and surface leases covering the Property.

VI. Duration of Easement: In accordance with the TEX. EDUC. CODE ANN. § 85.26(c) (Vernon 1994), this grant is for a term of ten (10) years and may be renewed only at the election of TAMUS. COLLEGE STATION expressly understands its continued possession of the Property under this easement without first obtaining from the Board of Regents a renewal of this right-of-way easement is a violation of state law which subjects COLLEGE STATION to a penalty of ONE HUNDRED DOLLARS (\$100.00) for each day of such violation. COLLEGE STATION agrees to pay TAMUS such penalty within ten (10) business days after receipt of notice from TAMUS sent in compliance with Section XIX, of this easement. COLLEGE STATION has the right to remove its equipment at the expiration of this easement, provided all obligations to TAMUS under this easement are fully satisfied. All equipment must be removed within one hundred twenty (120) calendar days from the date of termination or abandonment of this easement. If removal causes other injury to the surface or improvements, COLLEGE STATION will restore or pay for such damage within sixty (60) calendar days after completion of such removal.

VII. Reservation of Non-Conflicting Use of Property: TAMUS expressly reserves for its use and for the use of any component of The Texas A&M University System access to the Property, such use to be in common with COLLEGE STATION, provided such use is not inconsistent with the rights of COLLEGE STATION.

It is further agreed COLLEGE STATION will comply with the Antiquities Code of Texas, TEX. NAT. RES. CODE ANN. § 191 (Vernon 1993) et seq., and COLLEGE STATION further

agrees title to archaeological objects or artifacts, if any, in or on the Property remain with TAMUS.

VIII. Hold Harmless: COLLEGE STATION and TAMUS, to the extent allowed by the Constitution and Laws of the State of Texas, each agree to hold the other harmless from any and all claims, demands, liabilities and causes of action for personal injury or death and/or damage to or destruction of property or improvements caused by, arising out of, or resulting from the exercise of each parties rights and obligations under this Agreement.

IX. Hazardous Waste: COLLEGE STATION will not commit or suffer to be committed waste upon the Property; will keep the Property, the improvements, and its equipment in good working order and repair and in a clean, safe and healthful condition; and comply with all state, federal and local laws, rules and regulations with regard to the use and condition of the improvements and equipment on the Property.

COLLEGE STATION will not use the Property or permit the Property to be used so as to cause, suffer, or allow any contamination of soils, ground water, surface water, or natural resources on or adjacent to the Property resulting from, but not limited to, spills or leaks of oil, gasoline, hazardous materials, hazardous wastes, or other chemical compounds. COLLEGE STATION is solely responsible for cleanup of any contamination resulting from violation of this provision.

If the presence of hazardous materials on the Property is caused or permitted by COLLEGE STATION and such materials result in contamination of the Property or if contamination of the Property by hazardous material otherwise occurs and is related to COLLEGE STATION's use, then COLLEGE STATION, to the extent allowed by the Constitution and Laws of the State of Texas, shall defend and hold TAMUS harmless from any and all claims, judgments, damages, penalties, fines, costs,

liabilities or losses (including diminution in value of the Property, damages for the loss of or restriction on use of the Property or of any amenity of the Property, and sums paid in settlement of claims, attorneys' fees, consultants' fees and experts fees) which arise during or after the easement term as a result of such contamination. **COLLEGE STATION's** hold harmless includes costs incurred in connection with any investigation of site conditions for any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of hazardous material present in the soil or ground water on or under the Property.

X. Default and Termination: It is agreed upon default by **COLLEGE STATION** of any of these covenants, conditions and agreements, **TAMUS** has the right, and such right is expressly reserved, to declare this easement forfeited, without prejudice to any claim **TAMUS** may have against **COLLEGE STATION**; provided, however, **TAMUS** will give **COLLEGE STATION** written notice of its intention to terminate this easement and the reasons for termination, and **COLLEGE STATION** will have thirty (30) calendar days after receipt of notice to rectify the default or violation. Upon timely correction, this easement will remain in full force and effect. Termination or abandonment of this easement for any cause is automatic and all rights granted revert to **TAMUS** without the necessity of any further action or suit on the part of **TAMUS**. Upon termination or abandonment, **COLLEGE STATION** agrees to file a Release of Easement in the Deed Records of Brazos County, Texas. Abandonment will be deemed to have occurred when this easement is not used for the purposes granted for a continuous period of one calendar year.

XI. Waiver: No waiver by **TAMUS** or **COLLEGE STATION** of any default or breach of any term, condition, or covenant of this easement will be a waiver of any other breach of any other term,

condition, or covenant.

XII. Privileges and Immunities: COLLEGE STATION acknowledges TAMUS is an agency of the State of Texas and nothing in this easement will be construed as a waiver or relinquishment by TAMUS of its right to claim exemptions, privileges, and immunities as may be provided by law.

XIII. Texas Law to Apply: This easement is construed under and in accordance with the laws of the State of Texas and is performable in Brazos County, Texas.

XIV. Grammatical Interpretation: When the singular number is used, it also includes the plural, and the masculine gender includes the feminine and neuter gender.

XV. Headings: Headings are for reference and will not be construed to limit or alter the meaning of the provisions of this easement.

XVI. Parties Bound: This easement is binding upon and inures to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors in interest or office, and assigns (but this Section does not constitute permission for an assignment).

XVII. Saving Clause: Should any clause in this easement be found invalid by a court of law, the remainder of this easement will not be affected and all other provisions in this easement remain valid and enforceable to the fullest extent permitted by law.

XVIII. Assignment: COLLEGE STATION may not sell, assign, or convey this easement without

the written consent of **TAMUS** which will not be unreasonably withheld, and any attempt by **COLLEGE STATION** to sell, assign, or convey this easement without such consent will cause this easement to terminate.

XIX. Notices: Notices to either Party will be signed by the designated representative of the Party, or its successors in interest or office, and delivered personally or sent by U.S. certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

If to "**TAMUS**":

Assistant Vice Chancellor and
Director of Real Estate
System Real Estate Office
The Texas A&M University System
301 Tarrow, Suite 519
College Station, Texas 77840-7896

If to "**COLLEGE STATION**":

City Manager
City of College Station
P.O. Box 9960
College Station, Texas 77842

Notice will be deemed given on the date it is hand delivered or deposited in the U.S. mail.

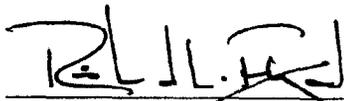
XX. Entire Agreement: This easement constitutes the entire agreement between **TAMUS** and **COLLEGE STATION** and will not be explained, modified, or contradicted by any prior or contemporaneous negotiations, representations, or agreements, either written or oral. This easement may only be amended by a subsequent written instrument.

XXI. **Effective Date:** This easement is deemed to be in force on the _____ day of _____, 2001.

**"TAMUS"
BOARD OF REGENTS
THE TEXAS A&M UNIVERSITY SYSTEM**

By: _____
TOM D. KALE
Vice Chancellor for Business Services

RECOMMEND APPROVAL:

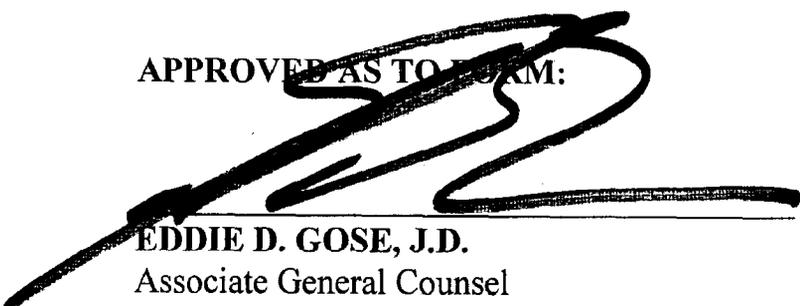


RICHARD L. FLOYD
Associate Vice President for Finance
Texas A&M University

01-10-01
Happ

DAN K. BUCHLY
Assistant Vice Chancellor and
Director of Real Estate
System Real Estate Office

APPROVED AS TO FORM:



EDDIE D. GOSE, J.D.
Associate General Counsel
Office of General Counsel

TERMS AND CONDITIONS EXPRESSLY ACKNOWLEDGED AND ACCEPTED:

**"COLLEGE STATION"
CITY OF COLLEGE STATION**

By: _____
LYNN McILHANEY
Mayor

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **TOM D. KALE**, Vice Chancellor for Business Services, The Texas A&M University System, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed it as the act and deed of the Board of Regents, The Texas A&M University System, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A.D. 2001.

Notary Public, State of Texas
My Commission Expires: _____

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF BRAZOS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **LYNN McILHANEY**, Mayor of the City of College Station, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed it for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A.D. 2001.

Notary Public, State of Texas
My commission expires: _____

After Recordation Return To:

City of College Station
P.O. Box 9960
College Station, Texas 77842

EXHIBIT "A"

GRID NORTH
SCALE: 1"=200'

F.M. NO. 60

J. H. JONES SURVEY, A-26

J. HARROLD SURVEY, A-139

STATE HIGHWAY NO. 47

CONCRETE
RIGHT-OF-WAY
MARKER

HIGH PRESSURE
GAS PIPELINE
FACILITY

1/2" IRON
ROD SET

N 62°48'49"E~52.14'
N 62°48'49"E~583.86'

CONCRETE
RIGHT-OF-WAY
MARKER

BEGIN 10' WIDE EASEMENT
NORTHING (Y) = 357,875.15'
EASTING (X) = 3,243,644.43'

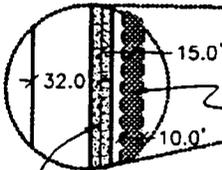
NOTES:

1. BEARINGS & COORDINATES SHOWN HEREON ARE GRID, BASED ON TEXAS STATE PLANE COORD. SYSTEM (NAD-27 DATUM), CENTRAL ZONE, SURF. ADJ. FACTOR=1.0001104. CONVERG.=02°02'39.06". DISTANCES ARE SURFACE, NOT GRID.

2. ■■■■■■ INDICATES LIMITS OF EASEMENT. EASEMENT LENGTH = 1122.5' (68 RODS), ENCOMPASSING 0.26 ACRE.

COURSE	BEARING	DISTANCE
L1	S 47°36'30"E	917.53'
L2	S 49°25'26"E	92.13'
L3	S 51°51'41"E	77.44'
L4	S 72°01'35"E	35.39'

SCALE: 1"=100'



PROPOSED CENTERLINE OF 10' WIDE ELECTRICAL EASEMENT

T.A.M.U.
CALLED 125.05 ACRES
VOL 5, PG. 68
C.M.C.C.

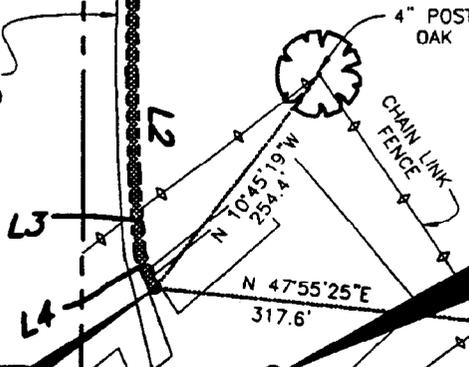
PROPOSED CENTERLINE OF 10' WIDE ELECTRICAL EASEMENT

EASTERWOOD AIRPORT

J. H. JONES SURVEY, A-144
J. HARROLD SURVEY, A-139

EXISTING 10' WIDE WELL ACCESS ROAD

EXISTING 10' WIDE WELL ACCESS ROAD



A&M EASTERWOOD WELL NO. 3 RE EXIST. WELLHEAD ELEV: 292

END 10' WIDE EASEMENT
NORTHING (Y) = 357,137.96'
EASTING (X) = 3,244,486.53'

T.A.M.U.
10' WIDE ELECTRICAL EASEMENT

TO SERVE EASTERWOOD #3 RE

J. HARROLD SURVEY, A-139
COLLEGE STATION, BRAZOS COUNTY, TEXAS

SCALE: 1"=200'

DECEMBER, 2000

SURVEYED DECEMBER, 2000

S.M. Kling

BY: S.M. KLING R.P.L.S. NO. 2003



EXHIBIT "B"

Texas A&M University
10' Wide Electrical Easement
Easterwood Airport Site
To Serve A&M Easterwood Well #3 RE
J. Harrold Survey, A-139
College Station, Brazos County, Texas

Field notes of a 10' wide electrical easement, lying and being situated in the J. Harrold Survey, Abstract No. 139, College Station, Brazos County, Texas, and being part of the called 125.05 acre tract described in the Judgement styled Board of Directors of the Agricultural & Mechanical College of Texas vs. Mary Tauber, et al - No. 41-A, as recorded in Volume 5, Page 68, of the Civil Minutes of the County Court of Brazos County, Texas, and said easement being 10 feet wide, adjoining and lying 5 feet on each side of the following described centerline:

COMMENCING at the concrete right-of-way marker found marking the intersection of the southwest line of the beforementioned 125.05 acre tract with the southeast right-of-way line of State Highway No. 47, same being in the southeast right-of-way line of Farm to Market Road No. 60, from which a chain link fence corner at the north corner of a high pressure gas pipeline facility bears S 63° 16' 06" E - 0.7 feet;

THENCE N 62° 48' 49" E along the southeast right-of-way line of State Highway No. 47, at a distance of 26 feet, cross the center of an existing well access road serving the Easterwood #3 RE well, continue on for a total distance of 52.14 feet to a ½" iron rod set at the **PLACE OF BEGINNING** of this description, having grid coords: Northing (y) = 357,875.15', Easting (x) = 3,243,644.43', from which a concrete right-of-way marker found for angle point corner in said right-of-way line of State Highway No. 47 bears N 62° 48' 49" E - 583.86 feet;

THENCE through the interior of the beforementioned 125.05 acre tract, parallel with and 15 feet northeast of the existing centerline of the beforementioned well access road to the Easterwood #3 RE well, as follows:

S 47° 36' 30" E	for a distance of 917.53 feet, from which a 4" creosote post at the northeast end of a gate bears N 07° 01' 12" W - 1.8 feet,
S 49° 25' 26" E	for a distance of 92.13 feet, from which a 4" creosote post fence corner at a north corner of the production facilities fenced enclosure around the Easterwood #3 RE well bears S 64° 37' 55" E - 33.0 feet,

EXHIBIT "B"

Texas A&M University
10' Wide Electrical Easement
Easterwood Airport Site
To Serve A&M Easterwood Well #3 RE
J. Harroid Survey, A-139
College Station, Brazos County, Texas
Continued - Page 2

S 51° 51' 41" E
S 72° 01' 35" E

for a distance of 77.44 feet,
for a distance of 35.39 feet to the end of this
easement on the production pad of said well, from
which the Easterwood #3 RE existing wellhead
bears N 78° 53' 18" E - 139.5 feet and a 4" post
oak tree fence corner at the north corner of
production pad bears N 10° 45' 19" W - 254.4
feet, and a 4" creosote post fence corner at the
east corner of said pad bears N 47° 55' 25" E -
317.6 feet. This easement being 1122.5 feet (68
rods) in length, encompassing 0.26 acre of land,
more or less.

Bearings and coordinates contained herein are grid, based on Texas State Plane
Coordinate System (NAD-27 DATUM), central zone, surf. adj. factor = 1.0001104,
converg. = 02° 02' 39.06". Distances are surface distances.



Surveyed December 2000

By:

A handwritten signature in black ink, appearing to read "S.M. Kling".

S. M. Kling
R.P.L.S. No. 2003

kes00-02b:easterwd.upr