

DOC. NO.  
89083052

72-26 B  
2P 13<sup>00</sup>  
VLB ACCOUNT NO. 72438

FILM CODE  
00004522654

GRANT OF EASEMENT

13.00 INDX  
1 1 09/27/89  
890830.52-DOC#  
350.27-CH24

( Lands Under Contract Of Sale And Purchase Under The Texas Veterans Land Act)

\*\*\*\*\*

STATE OF TEXAS  
COUNTY OF Travis

KNOW ALL MEN BY THESE PRESENTS:

(1) That the undersigned Veteran-Purchaser, grantor herein, with the approval of the Veterans Land Board hereby grants to Koch Refining Company, hereinafter called grantee, an easement for a right-of-way for the following kind of line, to-wit: a refined petroleum products line,

with the right to construct and erect such a line, on and across the land as described in the Warranty Deed from Joe E. Stover and wife Billy J. Stover to the Veterans Land Board and recorded in Vol. 4972, Page 1825, of the Deed Records of Travis County, Texas, to which reference is made for a full and complete description. Said right-of-way being 25 feet wide, being 12.5 feet over and on each side of the center line thereof, the courses and distances of said center line of said right-of-way being as follows, to-wit:

That certain 12.048 acre tract of land out of the William Lewis Survey No. 2, Abstract No. 479, Travis County, Texas, described in a Contract of Sale and Purchase between the Veterans Land Board of Texas, Seller, and Carlos Luna Villalobos, Buyer, recorded in Vol. 4972, at Page 1838, Deed Records of Travis County, Texas.

See Exhibits A & B

(2) Said right-of-way for said line is 43 rods in length and the grantee hereby agrees to pay to the Chairman of the Veterans Land Board at Austin, Texas, in consideration for the granting of this easement, the sum of \$ 1075. Such amount is to be applied by the Veterans Land Board to the credit of the grantor's account; provided that if said land has been forfeited according to law to the Veterans Land Board such amount will be applied for the benefit of the fund designated by law. *SB*  
*CRW*  
*DMV*

(3) It is agreed that when said line is erected on said land, the location of the right-of-way shall become permanently fixed, and the course and location of said right-of-way shall not be changed except by both written consent of the grantor and written approval of the Veterans Land Board.

(4) The Grantee is hereby granted the right of ingress and egress to and from said right-of-way and occupancy thereof only for the purpose of constructing, erecting, maintaining, repairing, replacing and rebuilding said line, and not for any other purpose. The grantee agrees to occupy the land only to the extent and for the length of time necessary when constructing, erecting, maintaining, repairing, replacing and rebuilding said line.

G.L.O.-V-79-(1-82)

REAL PROPERTY RECORDS  
TRAVIS COUNTY, TEXAS  
11031 0330

(5) It is understood that the grantee cannot construct, erect or maintain any telephone, telegraph, electric transmission or power line, or oil pipeline, gas pipeline, sulphur pipeline, or other electric or pipeline, unless the same is specifically provided for in the first paragraph of this agreement. However, if the contract is for a pipeline, the grantee is entitled to replace said pipeline with a larger or smaller pipe, or pipe of the same size, but grantee shall not build another pipeline along side of first pipeline or at another location without both the written consent of the grantor and approval of the Veterans Land Board; and if this contract is for a telephone, telegraph, electric or power line, the grantee is entitled to replace poles, towers and guy wires at their original location, and attach additional wires on the poles and towers; but shall not erect additional poles, towers, and guy wires after grantee has erected the original line without both the written consent of the grantor and the approval of the Veterans Land Board.

(6) The grantee agrees to bury all pipelines, if any, below plow depth and to construct the same so as not to interfere with the use of the land for the grazing of live stock or farming in the usual manner; and the grantee agrees to erect all telephone, telegraph and electric and power lines, if any, so as not to interfere with the use of the land for the grazing of live stock or farming in the usual manner except that it is understood that the ordinary and usual poles and towers and necessary guy wires may be erected.

(7) It is agreed that if the grantee injures or destroys any fences, bridges, buildings, or other structures on said land (other than the structures constructed by the grantee) that said grantee will within a reasonable time rebuild and repair the same to the extent that they will be in as good condition as they were before the grantee injured or destroyed them.

(8) The grantee agrees to pay to the Veterans' Land Board for the benefit of the grantor's account or the fund designated by law, in case of forfeiture, the amount of actual damage done to fences, bridges, buildings, timber and other property (other than property belonging to the grantee) by reason of the constructing, erecting, maintaining, repairing, replacing and rebuilding of said line; provided, that damages repaired by the grantee as prescribed in the preceding paragraph shall not be included.

(9) The grantee shall have a reasonable time after termination of this easement to remove any of its own property from said right-of-way, provided all payments hereunder due at the time of such removal are paid in full. If the grantee removes any pipes, poles or other equipment or structures, it shall level the land from where the same are taken so that said land will be as nearly as possible in the same condition it was before the grantee entered thereon. Should the grantee fail to remove any property from the premises in a reasonable time, the same shall become property of the grantor herein as additional rental therefor.

(10) Other conditions: (If none - please so indicate)

*Payment of \$1591. to be paid directly to Grantor for damages.*

*amb  
CIV  
SB*



(11) The terms and conditions hereof shall be binding upon the parties, their heirs, executors, administrators, legal representatives, successors and assigns, respectively.

In witness whereof the grantor has hereunto set his hand and the grantee is bound by the provisions hereof by the acceptance of delivery of this instrument, the effective date of which is the date the Chairman of the Veterans' Land Board executed his approval hereon.

Carlos L. Villalobos  
Carlos L. Villalobos

Ana Maria Villalobos  
(Veteran-Purchaser)  
Ana Maria Villalobos

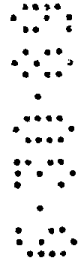
APPROVED THIS 13<sup>th</sup> day of July, 1989.

Garry Mauro

GARRY MAURO  
CHAIRMAN VETERANS LAND BOARD  
OF THE STATE OF TEXAS

Approved As To: Contents Legal Execution

ACKNOWLEDGMENT - SINGLE



STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

X  
X  
X

Before me, \_\_\_\_\_, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person (s) whose name is subscribed to the foregoing instrument and acknowledged to me that \_\_\_\_\_ executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
County, Texas

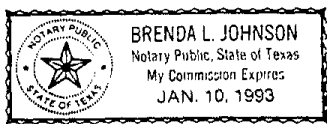
ACKNOWLEDGMENT-HUSBAND AND WIFE JOINTLY

STATE OF TEXAS  
COUNTY OF Travis

X  
X  
X

Before me, Brenda L. Johnson, the undersigned authority, on this day personally appeared Carlos L. Villalobos, and Ana Maria Villalobos, his wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and the said Carlos L. Villalobos acknowledged to me that he executed the same for the purposes and consideration therein expressed. And the said Ana Maria Villalobos, wife of the said Carlos L. Villalobos, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Ana Maria Villalobos, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

Given under my hand and seal of office, this 13<sup>th</sup> day of June, 1989.



Brenda L. Johnson  
Notary Public in and for TRAVIS  
County, Texas

EXHIBIT A

TRAVIS COUNTY, TEXAS  
TRACT TR-26B

FIELD NOTES

BEING a 75 foot wide construction easement reverting to a 25 foot wide permanent easement upon completion of construction for a 16" dia. steel pipeline across that certain 12.048 acre tract of land out of the William Lewis Survey No. 2, Abstract No. 479, Travis County, Texas, described in a Contract of Sale and Purchase between the Veterans Land Board of Texas, Seller, and Carlos Luna Villalobos, Buyer, recorded in Volume 4972 at Page 1838, Deed Records of Travis County, said 75 foot wide construction easement and said 25 foot wide permanent easement being for the purpose of constructing and maintaining a petroleum products pipeline over, under and across the above described tract of land, said 75 foot wide construction easement extending 12.5 feet to the left, (northwesterly), and 62.5 feet to the right, (southeasterly), of the following described lines, said 25 foot wide permanent easement extending 12.5 feet to the left, (northwesterly), and 12.5 feet to the right, (southeasterly), of the following described lines, to wit:

BEGINNING at a point in the westerly line of said 12.048 acre tract, from which the northwest corner thereof bears N 27° 50' 25" E a distance of 132.97 feet;

THENCE N 50° 20' 25" E a distance of 7.76 feet to an angle point;


THENCE N 72° 50' 25" E a distance of 40.00 feet to an angle point;

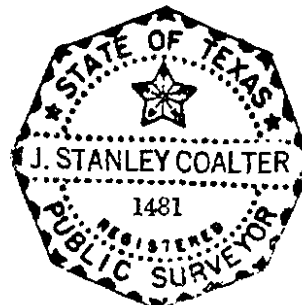
THENCE S 84° 39' 35" E a distance of 40.00 feet to an angle point;

THENCE S 62° 09' 35" E a distance of 236.38 feet to an angle point;

THENCE S 87° 09' 35" E a distance of 316.93 feet to an angle point;

THENCE N 67° 50' 25" E a distance of 60.37 feet to the Point of Termination of said easement in the northerly line of said 12.048 acre tract, from which the northeast corner thereof bears S 64° 06' 22" E a distance of 26.12 feet and S 61° 31' 44" E a distance of 48.64 feet.

  
Stan Coalter, RPS, LSL  
5-6-89



NOTE: See EXHIBIT B attached hereto and made a part hereof for a further description of said easement.

ENS. CORRECT FOR OR 12-12-87  
ENGR. 12/11

REAL PROPERTY RECORDS  
TRAVIS COUNTY, TEXAS

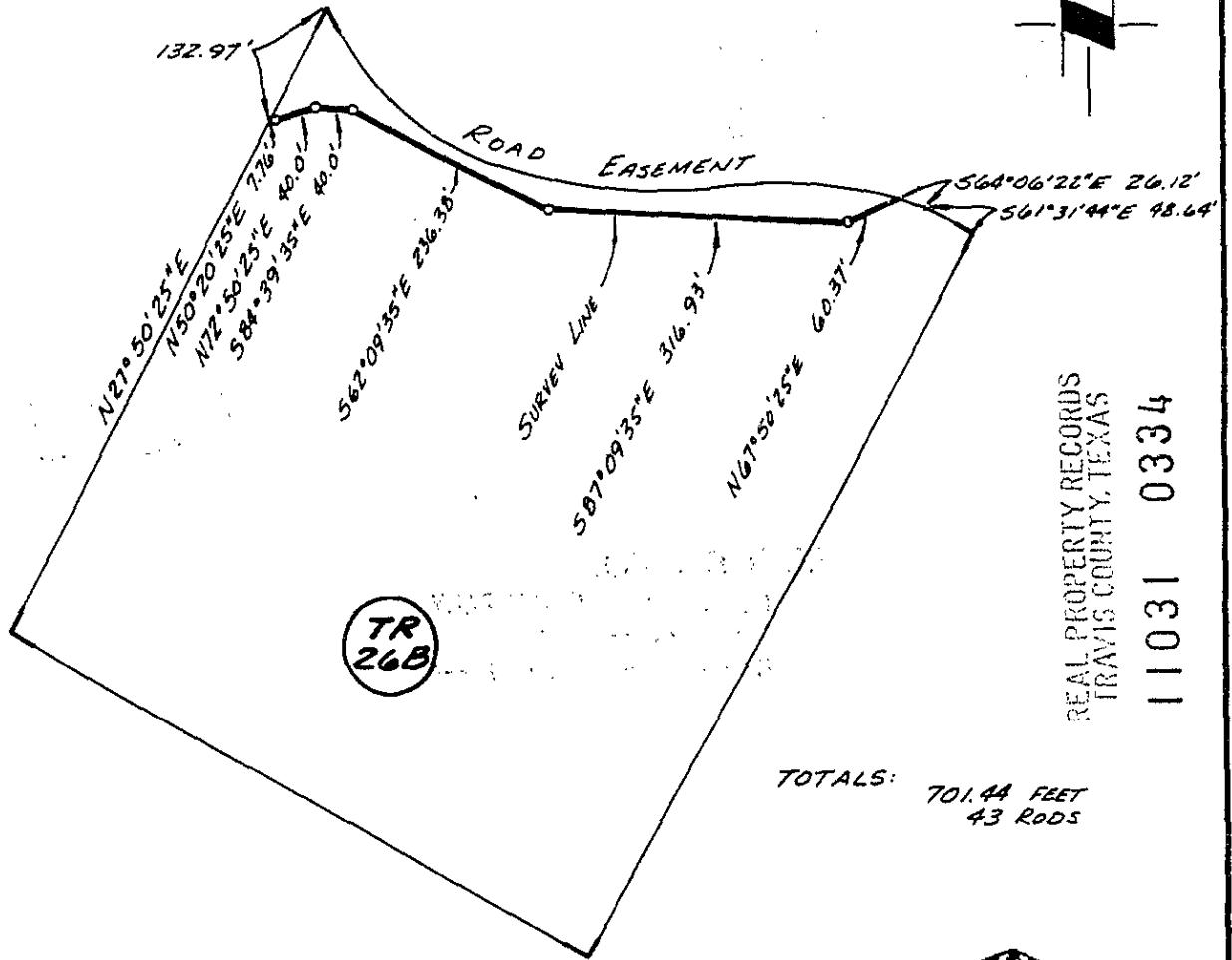
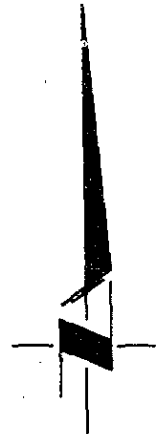
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EXHIBIT 'B'

BEING A PART OF THE WILLIAM LEWIS SURVEY No. 2,  
ABSTRACT No. 479, TRAVIS COUNTY, TEXAS

OWNER:

CARLOS LUNA VILLALOBOS



TR  
26B

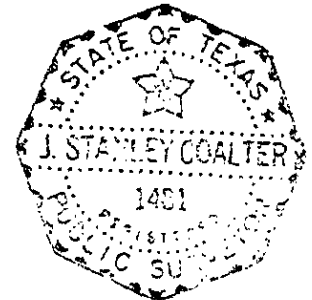
REAL PROPERTY RECORDS  
TRAVIS COUNTY, TEXAS  
11031 0334

TOTALS: 701.44 FEET  
43 RODS

SURVEYOR'S CERTIFICATION:

I, Stan Coalter, Texas Registered Public Surveyor No. 1481, do hereby certify that the above plat was surveyed on the ground under my supervision and is true and correct to the best of my knowledge.

*Stan Coalter*  
STAN COALTER, R.P.S. 1481



NO.	REVISION	DATE BY
SURVEYED BY:		G.E.
DATE SURVEYED:		5/8/89
APPROVED BY:		J.S.C.

**K** **KOCH**  
REFINING COMPANY  
Subsidiary of Koch Industries Inc.

**ENER-TRANS, INC.**  
OKLAHOMA CITY, OKLAHOMA

SCALE:	1" = 200'
DRAWN:	<i>DS</i>
JOB NO:	AFE-03002
FIELD BK. NO.	
PAGE NO.	
SHEET	2 OF 2

FILED

1989 SEP 27 AM 11: 26

COUNTY CLERK  
TRAVIS COUNTY, TEXAS

RETURN TO:  
KOCH REFINING COMPANY  
P.O. Drawer 1210  
Round Rock, Texas 78680

RECORDER'S MEMORANDUM:

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions, and changes were present at the time the instrument was filed and recorded.

STATE OF TEXAS COUNTY OF TRAVIS  
I hereby certify that this instrument was FILED on  
the date and at the time stamped hereon by me, and  
was duly RECORDED, in the Volume and Page of the  
named RECORDS of Travis County, Texas, on

SEP 27 1989



*Carla B. ...*  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

REAL PROPERTY RECORDS  
TRAVIS COUNTY, TEXAS

11031 0335