

RANDLE HILL LOTS, Sec I

House 'AS IS'(\$150,000) on 1.7 Acs (\$100,000)	\$250,000
Additional acreage available up to 8 acres @ \$25,000/acre	
Land tract:	
Lot 1: 2.63 Acs @ \$37,500/ac	\$98,625
Lot 2: 3.2 Acs @ \$35,000/ac	\$112,000
Lot 3: 4.16 Acs @ \$35,000/ac	\$145,600
Lot 4: 4 Acs @ \$35,000/ac	\$140,000

RESTRICTIVE CONVENANTS

Proposed restrictions for Randle Hill road lots owned by Todd Poehlmann and Lori Gail Balusek, fronting on Randle Hill road in the attached property description.

This property has been divided into 10 tracts and each shall be used only for single family homes. Each home shall be a minimum of 1,600 square feet in size, exclusive of porches and garages and shall be a modern home in all respects.

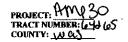
It is understood and agreed that no mobile or manufactured homes will be placed on any part of a lot either temporarily or on a permanent basis.

Garages, workshops and other necessary outbuildings shall be allowed to be built on each tract. All buildings must be maintained regularly and painted when necessary so that it will be immediately apparent to any visitor that pride of ownership exist here.

No visible commercial enterprises shall be conducted from any building on the property and no signs advertising any commercial enterprises are permitted.

No major livestock breeding, feeding or butchering activity shall be allowed on this property. Homeowners may keep such domestic animals as dogs, cats, horses, cows, chickens, goats and rabbits and shall include youth FFA and 4H projects. Livestock should be kept in a fenced portion of the tract so that adjacent property owners won't be inconvenienced by stray or loose animals.

These restrictions shall be binding upon all tract owners for a period of twenty years from the effective date below and can be automatically extended for periods of ten years.



DOTICE OF CONFIDENTIALITY RIGHTS. IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE—NUMBER.

3131

PERMANENT EASEMENT AGREEMENT

This formanent Easement Agreement (the "Agreement"), dated the \$\frac{7^{th}}{6}\$ day of \$\frac{10^{3} \cup \text{Cup}}{2018}\$, is between deanette Poehlmann, whose address is 2041 Randle Hill Road, Brenham, Texas 77833 (hereinafter referred to as "Grantor", whether one or more), and AMP Intrastate Pipeline, LLC whose address is 3811 Turtle Creek Blvd., Suite 770, Dallas, Texas 75219, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, (Stantor hereby grants, sells and conveys unto Grantee a nonexclusive fifty foot (50') wide permanent easement and a fifty foot (50') wide temporary work easement in order to construct, operate and maintain one (1) pipeline of thirty (30") inches or less diameter in, over, through, across, under, and along land owned by the Grantor described in the attached Exhibit "A" ("the Permanent Easement Property").

It is further agreed as follows:

- 1. The right to use this Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and an those acting by or on behalf of it for the purposes of establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, adding, altering, substituting, operating, maintaining, accessing inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, for the transportation of oil, gas and other fluids or substances, or any of them, and the products thereof, together with above and below ground apprint hances as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Permanent Easement Property.
- 2. Grantee shall have the right to select the exact location of the pipeline within the Permanent Easement Property. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project. Grantee shall also have the right to have a right of entry and access in, to, through, on, over, under, and across the Permanent Easement Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Easement
- 3. The consideration paid by Grantee in this agreement includes the market value of the assement conveyed by Grantor and any and all damages to the Grantor's remaining property. However, Grante will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock and growing crops during the periods of the original construction of each pipeline.
- 4. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Permanent Easement Property and will construct and maintain soil conservation devices on the Permanent Easement Property as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of grantee hereunder. Grantee shall leave the surface as mearly as reasonably possible as it was prior to the construction of the pipeline and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the construction of each pipeline. Grantee shall have the right to install, maintain and use gates in all fences which now cross or shall cross the easement or which provide access to Grantor's property. Grantor shall allow Grantee to install its own lock if Grantee so chooses.
- 5. Grantor may use the Permanent Easement Property for any and all purposes not inconsistent with the purposes set forth in this Easement. Grantor's uses may include but shall not be limited to using the Permanent Easement Property for agricultural, open space, set-back, density, street and roadway purposes. Grantor is permitted, after review by Grantee, to construct any and all streets and roadways, at any angle of not less than fort-five (45) degrees to Grantee's pipelines, across the Permanent Easement Property which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install water, sewer, gas, electric, cable TV, telephone or other utility lines across the Permanent Easement Property at any angle of not less than forty-five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Permanent Easement Property by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Permanent Easement Property.
- 6. Grantor may not use any part of the Permanent Easement Property if such use may damage, destroy, injure, and/or interfere with the Grantee's use of the Permanent Easement Property for the purposes for which the permanent easement is being sought by Grantee. Grantor is not permitted to conduct any of the following

VOL. 1677 PAGE 186

activities on the Permanent Easement Property without the written permission of Grantee: (1) construct any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which this Easement is being acquired may be placed, erected, installed or permitted upon the Permanent Easement Property without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantor shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor thall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the Easement is conveyed. Any improvements whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Permanent Easement Property, may be removed by Grantee without liability to Grantor for datages.

- 7. Grantor shall retain all the oil, gas, and other minerals in, on and under the Permanent Easement Property; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Permanent Easement Property, but it will be permitted to extract the oil and other minerals from and under the Permanent Easement Property by directional drilling and other means, so long as such activities to not damage, destroy, injure, and/or interfere with the Grantee's use of the Permanent Easement Property for the purposes for which the permanent easement is being sought by Grantee.
- 8. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's property cannot stray from the fenced pastures.
- 9. Grantee will maintain the pipeline, facilities or structures that it installs on the Permanent Easement Property. Grantor shall maintain the surface of the Permanent Easement Property only so that its condition does not interfere in any manner with the purposes for which the Easement is conveyed.
- 10. Grantee agrees that after it has exercised its rights to use this Basement in any manner that disturbs the surface of the Permanent Easement Property, it will restore the surface to the condition in which it was in prior to the use of this Easement except as the surface may be permanently modified by the use of this Easement.
- 11. Grantee shall have the right to assign this permanent easement, in whole or in part, to one or more assignees. The provisions of this Easement, including all benefits and burdens, shall run with the land. The undersigned warrant that they are authorized to execute this agreement on behalf of the parties to this agreement.
- 12. Grantee will bury the pipeline laid hereunder with a cover of at least 48 inches from the top of the pipe to the surface of the ground; except it shall be buried not less than 24 inches through rock.
- 13. Grantee agrees to notify Grantor twenty-four (24) hours prior to entry fol any repairs, maintenance or surface operations conducted on said easement.

14. Grantee agrees to place pipeline markers on any fence of Grantors where said easement incresets.

EXECUTED this 27 day of

antor:

Jeanette Poehimann

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ACKNOWLEDGEMENT

SPATE OF TEXAS

8

COUNTY OF WASHINGTON §

BEFORE ME, the undersigned authority, on this day personally appeared Jeanette Poehlmann, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2 7 day of Jove wher 2018.

Notary Public in and for the State of Texas

Dir. San of Toris DW-10545147 Marion Spires 25, 2021

VOL. 1677 PAGE 188 EXHIBIT "A", PAGE 1 OF 2

CENTERLINE DESCRIPTION FOR A 50' WIDE EASEMENT

RALPH E. & JEANETTE POEHLMANN

A CENTERLINE DESCRIPTION OF A PROPOSED PIPELINE IN, OVER, ACROSS, AND THROUGH A 36.808 ACRE TRACT AND A 111.721 ACRE TRACT, BOTH RECORDED IN VOLUME 389, PAGE 747, WASHINGTON COUNTY, TEXAS DEED RECORDS, BEING OUT OF ABSTRACT NUMBER 48, C. C. GIVENS, ORIGINAL GRANTEE, MORE PARTICULARLY DESCRIPTO AS FOLLOWS:

"AMP 30/INCH" - REGMENT 1

COMMINION AT A 1/2 INCH REBAR, AT THE NORTHWEST CORNER OF A 36.808 ACRE TRACT, RECORDED IN VOLUME 309, PAGE 747, WASHINGTON COUNTY, TEXAS DEED RECORDS; THENCE, 8 02°44°23°, WA DISTANCE OF 65.14 FEET TO THE POINT OF BEGINNING OF A 60 FOOT WIDE EASEMENT BEING 25 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

THENCE S 73°22'08' EADISTANCE OF 53.16 FEET TO A POINT;
THENCE S 73°56'37" EADISTANCE OF 675.96 FEET TO THE POINT OF TERMINATION, SAID
POINT BEING LOCATED ON THE EAST LINE OF SAID 36.808 ACRE TRACT AND THE WEST
RIGHT-OF-WAY OF RANDLE HILL ROAD, ALSO BEING N 79°12'51" W A DISTANCE OF
1,014.87 FEET FROM A SUCKER BOD, AT THE NORTHEAST CORNER OF A 111.721 ACRE
TRACT RECORDED IN VOLUME 307, PAGE X43, WASHINGTON COUNTY, TEXAS DEED
RECORDS.

THE ABOVE DESCRIBED CENTERLINE HAS A TOTAL LENGTH OF 729.12 FEET OR 44.19 RODS AND CONTAINS 0.84 ACRES OF EASEMENT, MORE OR LESS, SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

"AMP 30 INCH" - SEGMENT 2

COMMENCING AT A 1/2 INCH REBAR, AT THE NORTHWEST CORNER OF A 36.808 ACRE TRACT, RECORDED IN VOLUME 309, PAGE 747, WASHINGTON SOUNTY, TEXAS DEED RECORDS; THENCE S 69°25'25" E A DISTANCE OF 811.09 FEET ON THE POINT OF BEGINNING OF A 50 FOOT WIDE EASEMENT BEING 28 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

THENCE \$ 73°56'37" E A DISTANCE OF 968.22 FEET TO THE POINT OF TERMINATION, SAID POINT BEING LOCATED ON THE EAST LINE OF SAID 111.721 ACRETICACT AND THE WEST LINE OF A 79.16 ACRE TRACT RECORDED IN VOLUME 1220, PAGE 290, WASHINGTON COUNTY, TEXAS DEED RECORDS, ALSO BEING \$ 02°43'33" WA DISTANCE OF 95.80 FEET FROM A SUCKER ROD, AT THE NORTHEAST CORNER OF A 111.X21 ACRE TRACT RECORDED IN VOLUME 309, PAGE 747, WASHINGTON COUNTY, TEXAS DEED RECORDS.

THE ABOVE DESCRIBED CENTERLINE HAS A TOTAL LENGTH OF 968.22 FEETOR 88.68 RODS AND CONTAINS 1.11 ACRES OF EASEMENT, MORE OR LESS. SUBJECTIO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

THE ABOVE DESCRIBED CENTERLINE HAS A COMBINED LENGTH OF 1,697.34 FEET OR 102.87 RODS AND CONTAINS 1.95 ACRES OF EASEMENT, MORE OR LESS. SUBJECTION ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

BASIS OF BEARINGS: TEXAS STATE PLANE GRID, SOUTH CENTRAL ZONE, NAD83 AS DETERMINED BY GPS OBSERVATION.

ALL DISTANCES ARE GRID DISTANCES BASED ON U.S. SURVEY FEET

THIS LEGAL DESCRIPTION ACCOMPANIES A SKETCH PREPARED FOR THIS TRACT OF LAND.

CONTACT INFORMATION: Stannon D. Ozment Crafton Tull (10193715) 1000 Ledgelawn Dr. Conway, AR 72034



501.328.33161 501.328.33251

1000 Ledgekown Dr

SHANNON D. OZMENI

VOI 1677 PAGE 189 EXHIBIT "A", PAGE 2 OF 2 Crafton Tull **LEGEND** CL OF PROPOSED PIPELINE EASEMENT EDGE OF PROPOSED PIPELINE EASEMENT EXISTING PIPELINE ROUTE P.O.C. POINT OF COMMENCEMENT (NAD 83) ENTRAL 20 POINT OF BEGINNING POINT OF TERMINATION OVERHEAD ELECTRIC LINEAR FEET A 2/2" REBAR AT THE NORTHWEST CORNER OF A 36.808 ACRE TRACT RECORDED IN VOL. 309, PG. 747, BEING N 02°44°23°E - 65.14° FROM THE P.O.B. OF SEGMENT 1, AND BEING N 69°25′25° W - 811.09° FROM THEP O.B. OF SEGMENT 2. POWER POLE
TELEPHONE RISER
FOUND MONUMENT (AS NOTED) GRID NO TEXAS: SOU A SUCKER ROD AT THE NORTHEAST CORNER OF A 111.721 ACRE TRACT RECORDED IN VOL. 309, PG. 747, BEING \$ 79°12'51" E - 1,014.87' FROM THE P.O.T. OF SEGMENT 1, AND BEING N 02°43'33" E - 95.80' FROM THE P.O.T. OF SEGMENT 2. SEGN P.O.B. OF A 50' P.O.B. OF A 50' WIDE EASEMENT WIDE EASEMENT SEGMENT 2 SEGMENT 1 SEE INSET "A" 34,674 ACRES DANIEL RAY ENGELING 13 100' X 100' FIRST TRACT VOL. 329, PG, 939 TEMPORARY 100' X 100' TEMPORARY WORKSPACE P.O.T. OF A 50' WIDE EASEMENT WORKSPACE PRIVATE DRIVE SEGMENT 2 711.721 ACRES ALDH E. & JEANETTE POEHLMANN VOL. 309, P.G. 747 COMBINED TOTAL: (1,697,34 L.F. OR 102,87 RODS) 36.808 ACRES RALPH E. & JEANETTE POEHLMANN 79.16 ACRES VOL. 309, PG, 747 JOHN R. MIKESKA, III VOL. 1220, PG. 290 INSET "A" ÉASÉMENT GRAPHIC SCALE IN FEET "AMP 30 INCH" - SEGMENT 1 NUMBER BEARING 300 300 150 S Z3º22 08" E Ll **-**53.}6° 12 7336 3 E 15.96 TOTAL: (729.12 L.K. OR 44.19 RODS) CONTACT INFORMATION: SHANNON D. OZMENT "AMP 30 INCH" SEGMENT 2 Shannon D, Ozment GBSEAL NOTES

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DIRANG THE PROCRESS OF THE SURVEY TO LOCATE BURNED URITIES;
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THEM HIGHT LOCATION.

A. FERNAL SOCIETHMENTS OF GS OSSERVATION.

J. VERTICAL DATING INAVE BY

A. AREA, SIGNANCES, AND OCCORDENATE ARE "GBD" BASED ON
U.S. SURVEY FERT.

B. THE PLAT DOCS NOT REPRESENT A BOUNDARY SURVEY.

4. ALLEASE AND TRACT INFORMATION SHOWN HERE ON IS DONE
SHOWN ARE BY DEED AND EAST CALL EXCEPT WHISE NOTED. Crafton Tull (10193715) NUMBER BEARING DISTANCE 1000 Ledgelawn Dr. S 73°56'37" E 968,222 Conway, AR 72034 TOTAL: (968.22 L.F. OR 58,68 RODS) 1/18/2019 THIS SKETCH ACCOMPANIES A LEGAL DESCRIPTION PREPARED FOR THIS TRACT OF LAND. REVISION AMP INTRASTATE PIPELINE, LLC "AMP 30 INCH" RALPH E. & JEANETTE POEHLMANN ABSTRACT 48, C. C. GIVENS WASHINGTON COUNTY, TEXAS TRACT NO. 064.00 & 065.00

CHECKED BY: SCALE: 1" = 300' MF APPROVED BY: PLOT DATE: 01-17-2019 DRAWN BY: MCKAY SHEET NO.: 2 OF 2 G: ASPN - ASPEN MIDSTREAM ASPNSV0005 ACE RESIDUE WASHINGTON COUNTY OWNER PLATS-TRACT 059-075.DWG 1/18/2019 12:09:39 PM CM1436

 $\hat{\chi}_{j}^{\pm}:$

I hereby certify that this instrument was FILED on the date and at the time affixed hereon by me and was fully RECORDED in the volume and page of the OFFICIAL RECORDS of Washington County, Texas, as stamped hereon by me on

Beth A. Rothermel.
Beth Rothermel, County Clerk
Washington County, Texas

2019 HAY 16 PM 4: 09

pool a Robbins WASHINGTON COUNTY CLERK

2 of 3 Defined Land

VOL. 1677 PAGE 190

STATE OF TEXAS COUNTY OF WASHINGTON

MAY 1 7 2019