



RIGHT-OF-WAY AND EASEMENT AGREEMENT

Grantor: **THE CORWIN TELTSCHIK FAMILY TRUST,**
Corwin Teltschik, Trustee
14090 Southwest Freeway
Suite 300, Sugar Land, Tx. 77478

Grantee: **NUSTAR LOGISTICS, L.P.**
a Delaware limited partnership
19003 IH 10 West
San Antonio, Texas 78257

With a mailing address of:
P.O. Box 781609
San Antonio, Texas 78278

Property: That tract of land, as recorded in San Patricio County Clerk's File Number 568979, San Patricio County Public Records, and further described as the southwest quarter (SW/4) of Section Sixty-One (61), **GEORGE H. PAUL SUBDIVISION** of the Coleman Fulton Pasture Company's Land, as recorded in Volume 1, Page 32, San Patricio County Map Records, in the E.G. Head Survey, A-155, in San Patricio County, Texas

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, Grantor, does hereby **GRANT, BARGAIN, SELL and CONVEY** to Grantee and its successors and assigns the following:

1. A permanent right-of-way and easement thirty feet (30') in width (hereinafter sometimes called the "Easement Strip") to construct, maintain, operate, repair, replace, service, and remove one pipeline (the "Pipeline") not to exceed thirty inches (30") in nominal outside diameter, appurtenant facilities, pipeline markers and cathodic protection equipment for the control of pipeline corrosion, for the sole purpose of transporting crude, condensate and refined hydrocarbon products, along a route or at a location across, under and upon the Property of Grantor in **SAN PATRICIO** County, Texas. Said "Easement Strip" described by plat and metes and bounds on Exhibit "A" and Exhibit "B" attached hereto and made a part of this Agreement for all purposes; and

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2. An additional seventy foot (70') wide temporary workspace (the "Temporary Workspace Easement") and additional temporary workspaces (the "Additional Temporary Workspace Easements") for use and occupancy by Grantee, its agents, employees, contractors and subcontractors in connection with and during the original construction of the Pipeline on the Easement Strip. The Temporary Workspace Easement and Additional Temporary Workspace Easements shall automatically terminate and revert to the Grantor, free and clear of any right, title or interest of Grantee, upon the completion of construction of the Pipeline on the Easement Strip. The Temporary Workspace Easement and Additional Temporary Workspace Easements on Exhibit "A" and Exhibit "B" attached hereto and incorporated herein for all purposes. If the route of the Pipeline to be constructed hereunder should cross any roads, railroads, draws, canyons, creeks, rivers or other waterways located on the above described land or other places requiring extra working space, Grantee shall have the right of temporary access to additional working space which may be necessary for such construction, and
3. An exclusive surface easement (the "Surface Easement") to construct, maintain, operate, remove, change the size of, relocate, replace, protect and repair pipelines, valves, electrical lines, wires, cables, meter houses, meter runs and any and all other devices, equipment and structures incident or necessary to the regulation, control, measurement, treatment, transportation and distribution of substances which can be transported through the Pipeline on, over and across that portion of the Property more particularly described by metes and bounds and plat on Exhibit "C" and Exhibit "D" attached hereto and incorporated herein for all purposes.
See attached Exhibit "A", "B", "C" and "D" as shown on the plats attached hereto and made a part hereof (hereinafter referred to as the "Premises").

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, together with ingress to and egress from the above described easements (as herein limited) for the purposes hereinabove described; BUT IF the rights and easements herein granted shall cease to be continuously used and maintained by Grantee for the purposes herein granted for a period longer than twenty-four (24) consecutive calendar months, such rights and easements shall be conclusively deemed to be abandoned. Time during which Grantee is under a Force Majeure event (as defined below), governmental ordered shutdown, repair, or replacement shall not be counted as a part of the "twenty-four (24) consecutive calendar month" period. Force Majeure shall be defined as events beyond the control of Grantee and not caused by Grantee's actions, such as severe weather and other natural disasters, war, fire and non-Grantee induced failure of materials or supplies. After this rights and easements herein granted have been abandoned, Grantee shall file a notice of same in the Official Public Records of Real Property of San Patricio County, Texas and deliver a copy of same to Grantor. Grantor, its successors and assigns, shall have the right (the "Right of Entry") to enter upon and repossess all of the said rights and easements herein granted. Grantee shall, within one (1) year after the date of Grantor's exercise of its Right of Entry, remove its pipeline and related facilities from the Property and restore the surface of the ground in the manner provided for

its restoration after the completion of the initial construction, and shall otherwise be bound by the same covenants and agreements with Grantor with respect to any other activities on the Easement Strip as it had during the initial construction and operation of its said pipeline.

Exceptions, Covenants, Terms and Conditions

1. **Consideration.** Grantor agrees that the consideration (the "Consideration") herein paid to Grantor by Grantee herein includes: (a) full payment for every right hereby granted to Grantee; (b) all normal and customary amounts corresponding to the initial construction of the Pipeline, including damages for removal by Grantee of trees, brush, undergrowth and other Obstructions from the Easement and Temporary Work Space and the fair market value for the reseeding of grass in the Easement and Temporary Work Space destroyed during the period of construction of the Pipeline. After the initial installation of the Pipeline, Grantee will pay a fair and reasonable amount for any future actual damages to Grantor's Property, including but not limited, to roads, fences, ditches, culverts, terraces, natural grasses, ground cover, brush, trees, cultivated land, growing crops, livestock, buildings, and other structural improvements, to the extent such damages are directly caused by Grantee's operation of the Pipeline. Grantee shall not be liable to Grantor for damages within the Easement required to keep the Easement clear of obstructions.
2. **Temporary Work Space.** During the period of construction of the Pipeline and until the Pipeline is fully in service and all punch list items have been completed, Grantee shall have the right to use an additional temporary working space to stage and facilitate activities associated with initial construction of the Pipeline, as depicted in Exhibit "A" & Exhibit "B" (the "Temporary Work Space").
3. **Access.** Grantee shall have the right of ingress and egress over the Property to the Easement; provided, however, that wherever practicable, Grantee shall use the existing public, private, farm roads, or any road or roads located now or in the future on the Property, including any gates located thereon, to access the Easement ("Access Rights"). Except as otherwise specifically set forth in this paragraph, Grantee shall have no right to go or travel upon, over or across any lands of Grantor except for the Easement Strip and roads designated by Grantor. Nothing contained herein shall grant or be construed to grant to Grantee the right to use the Easement Strip for any purpose other than for the purposes set forth herein.
4. **Exceptions to Title.** The grant of this Pipeline Right of Way and Easement is made and accepted subject to any and all easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil leases, gas leases, mineral leases, mineral severances mineral reservations, and other instruments, liens and conveyances, that affect the property; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters emanating from and existing by reason of the creation and operation of any municipal or other

governmental institution. Grantee shall be responsible for any taxes assessed on its pipeline and related facilities.

5. **Assignment.** Grantee's right to assign this grant in whole or in part shall be limited to assignment to another entity that has a valid permit from the appropriate regulatory authorities to operate a pipeline in the State of Texas and to which the State of Texas has granted the power of eminent domain, in which event the assignee shall assume the rights and obligations of Grantee herein.
6. **Grantor's Reserved Rights.** Granter reserves for itself, its successors and assigns, the right to use and enjoy the Easement and Temporary Work Space for agricultural, pasturage or other purposes that do not unreasonably interfere with the rights given Grantee herein or prevent the use by Grantee of the Easement; provided, however, this right shall not include the right to change the grade or elevation over the Easement, or construct, maintain or permit to be constructed or maintained any house, structure, pond, reservoir, or man-made obstruction, trees, and brush, on, over, or under the Easement (collectively "Obstruction(s)") except with Grantee's written permission, which may be withheld in its sole discretion. Granter may install roadways, utilities or other pipelines (collectively "Improvement(s)") within the Easement, so long as such Improvements: (i) cross the Easement at an angle of not less than forty five (45) degrees; (ii) do not damage, destroy, endanger obstruct, interfere or alter the operation of the Pipeline and its appurtenant facilities, including vehicular or pedestrian access along the Easement by Grantee; (iii) are at least thirty-six inches (36") below or above the Pipeline (if applicable); (iv) meet Grantee's spacing, including depth separation limits and other protective requirements; (v) leave the Pipeline with the amount of cover originally installed to allow safe operation of the Pipeline; and (vi) leave the Pipeline with proper, sufficient and permanent support. At least thirty (30) days before the date on which construction of any Obstruction or Improvement is scheduled to begin, Granter must submit plans for the proposed construction to Grantee. Granter shall provide Grantee written notice ten (10) calendar days prior to construction of such Obstruction or Improvement. Grantor's construction of any such Obstruction or Improvement shall be at Grantor's sole risk and expense. Grantee shall be entitled, at Grantee's option and Grantor's expense, to remove any non-approved Obstruction without owing any additional compensation to Granter.
7. **Indemnity.** To the maximum extent permitted by applicable law, Grantee assumes the risk of, and shall protect indemnify and save harmless Granter from and against, all loss, cost, expense and liability for or on account of injury to or death of persons and damages, environmentally or otherwise, to property in the construction, maintenance, use, operation, repair or replacement of Grantee's pipeline caused by Grantee's negligence or willful misconduct. Nothing contained herein shall however, be deemed to indemnify Granter against its own negligence or willful misconduct. This indemnity shall survive the termination of the easement and rights granted by this document for a period of two years from the completion of the surface restoration following the final termination of the easement and removal of Grantee's pipeline.

8. **Grantee's Pipeline Activities.**

- a. Grantee shall install, bury, and maintain the Pipeline and all appurtenant related facilities (except those located within the "Surface Easement") with at least forty-eight (48") inches of cover except in the event rock is encountered whereby the Pipeline will initially have at least twenty-four (24") inches of cover. Grantee agrees that no above ground equipment or facilities shall be placed on the Property outside the perimeter of the Surface Easement. Grantor agrees to not disturb, alter or interfere with the depth of cover over the Pipeline. Any excavation conducted by Grantee shall set aside the top soil from the excavation separately from the bottom soil and then shall first return the bottom soil to the bottom of the ditch, then replace the top soil to the top of the ditch following construction.
- b. Grantee may clear all trees, brush and undergrowth from the Easement and Temporary Work Space and if so elected, shall remove debris from such activities from the Property; or mulch and spread said vegetative debris evenly across the Easement and Temporary Work Space.
- c. Grantee may cut and/or remove all fences from the Easement and Temporary Work Space, as required, 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. After the initial installation of the Pipeline, Grantee will either restore any fences removed or cut to near its original condition as is reasonably practicable or install a gate.
- d. Should it become necessary at any time subsequent to completion of the pipeline for Grantee to enter upon the Easement Strip for the purposes of maintaining, repairing, operating, replacing, inspecting, servicing or removing its equipment and/or other appurtenances as permitted hereunder, Grantee shall, after each entry upon said land, leave said land substantially at the same level and condition that it was in prior to such entry to the fullest extent reasonably practicable. In the event that any such entry should cause or produce damage to fences, gates, crops or other improvements that may be situated on said land, Grantee shall promptly make repairs and pay to Granter any and all damages that may be caused by reason of any such subsequent entry. All persons entering upon the Easement Strip under this grant shall confine themselves to the operations and purposes contemplated herein, and none other.
- e. Grantee may install a gate(s) along any fence line where the fence crosses the Easement Strip, whether such fence line is within the Property or marks the common boundary between Grantor's Property and an adjoining owner(s). Any

gate installed by Grantee shall be an oil field type gate consisting of one gate (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.

- f. Grantee shall take reasonable actions to ensure that no employee, representative or contractor of Grantee or any other person allowed to come upon Grantor's Property by Grantee shall smoke, hunt, fish, swim, picnic, camp or bring a dog, gun, firearm, fishing equipment, game-calling instruments, night hunting paraphernalia, or bows and arrows on Grantor's Property.
 - g. Following completion of the construction of the Pipeline, Grantee shall remove its trash, rubble, debris, and equipment from the Easement and Temporary Work Space and Grantee shall disc and level the Easement and Temporary Work Space to as near its original condition as is commercially reasonable. The final dressing of the ground must be done when the ground is dry.
 - h. Grantee's access rights to the Surface Easement shall be by the most direct route to the public road directly to the west of such Surface easement. The area of the Surface Easement shall be stabilized and maintained so as to prevent growth of weeds and undesirable vegetation. Grantee shall erect and maintain a chain link or equivalent fence enclosure around any improvements located on said Surface Easement such that a minimum of twenty-four inches (24") of clearance exists between such fence enclosure and the exterior perimeter of the of the Surface Easement
9. **Covenants.** This Agreement and all of its terms, provisions and obligations shall be covenants running with the land affected thereby and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective heirs, executors, administrators, successors and assigns.
10. **Miscellaneous.**
- a. **Legal Notices.** All legal notices ("Notices") given or permitted to be given hereunder shall be in writing. Notice is considered given either (i) when delivered in person to the recipient named at the address set forth above, or (ii) one (1) business day from proper and timely delivery to an overnight courier service addressed to the recipient named and to the address set forth above. Either party may, by Notice given at any time or from time to time, require subsequent Notices to be given to another and/or different individual party or person, or to a different address, or both.
 - b. **Quiet Enjoyment.** Subject to the terms hereof, Grantee shall have all rights and benefits necessary or useful for the full and complete enjoyment and use of the Easement for the purposes stated herein.

- c. No Third Party Beneficiaries. Except as specifically provided in this Agreement, no rights or privileges of Grantor or Grantee shall inure to the benefit of any third party, nor shall any third party be deemed to be a beneficiary of any of the provisions contained herein.
- d. Context. This Agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.
- e. Laws/Venue/Waiver. This Agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction and the exclusive venue shall be Harris County, Texas.
- f. Authority. Each person executing this Agreement represents and warrants that he or she is authorized to do so, and that this Agreement constitutes binding and enforceable obligations their respective represented parties.
- g. Taxes. The Internal Revenue Code provides that a Grantee of a real property interest in this country must withhold tax if the Grantor is a foreign person. 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.
- h. Counterparts. This Agreement may be executed in multiple counterparts and will constitute one and the same instrument.
- i. Complete Agreement. This Agreement contains the complete agreement of the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this agreement. Any amendments whenever made shall be superior to any and all liens, to the same extent as this Agreement as if such amendments or modifications had been executed concurrently herewith.

Executed on the dates of the acknowledgments below to be effective as of February 6, 2019.

GRANTOR:

THE CORWIN TELTSCHIK FAMILY TRUST

By: Corwin L. Teltschik
Corwin L. Teltschik, Trustee

et

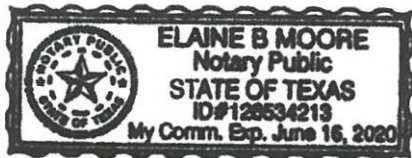
STATE OF TEXAS

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§
§

COUNTY OF FORT BEND

This instrument was acknowledged before me on February 6, 2019 by
Corwin L. Teltschik, trustee on behalf of The Corwin Teltschik Family Trust.

Elaine B Moore
Notary Public, State of Texas



GRANTEE:

NUSTAR LOGISTICS, L.P., a Delaware limited partnership

By: NuStar GP, Inc., a Delaware corporation, its general partner

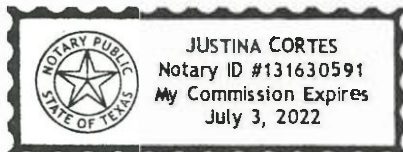
By: [Signature]
Name: B. H. Benger
Title: Director

STATE OF TEXAS

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§
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COUNTY OF BEXAR

This instrument was acknowledged before me on this 11 day of February, 2018,
by B. H. Benger, the Director of NUSTAR GP, INC., a
Delaware corporation, general partner of NUSTAR LOGISTICS, L.P., a Delaware limited
partnership, on behalf of said limited partnership.



Justina Cortes
Notary Public Signature

Return To: NuStar Logistics, L.P.
Right-of-Way Department
19003 IH 10 West
San Antonio, Texas 78257

at

EXHIBIT A
TXSPA031-006.00
30 FOOT WIDE
PIPELINE EASEMENT
LEGAL DESCRIPTION

STATE OF TEXAS
COUNTY OF SAN PATRICIO

BEING a 30 foot wide pipeline easement situated in the E.G. Head Survey, Abstract No. 153, San Patricio County, Texas and being out of a 160 acre tract described as the SW $\frac{1}{4}$ of Section 61 of the Geo. J. Paul Co's Subdivision of the Coleman Fulton Pasture Co's Lands South of Taft (plat recorded in Volume 1, Page 32 of the Plat Records) in Partition Deed dated December 7, 2012 from Norman W. Teltschik to The Corwin Teltschik Family Trust and recorded in Document No. 623684 of the Official Public Records of said county, and this centerline being more particularly described as follows;

BEGINNING at a point in the north line of said 160 acre tract and in the south line of a 119.968 acre tract described in Document No. 652256 of the Official Public Records of said county, said point having a Texas State Plane coordinate NAD 83 Texas South Zone of X = 1,331,330.78 and Y = 17,218,562.66, and being located South 89° 19' 15" East a distance of 14.93 feet from an existing 5/8 inch iron rod in a south line of said 119.968 acre tract and the north line of said 160 acre tract;

THENCE South 00° 41' 06" West for a distance of 2139.88 feet to a point for angle;

THENCE South 44° 21' 54" East for a distance of 81.40 feet to a point for angle, and

THENCE South 00° 41' 24" West for a distance of 441.50 feet to a point in the south line of said 160 acre tract and the north line of a tract described in Document No. 681038 of the Official Public Records of said county for the **POINT OF TERMINUS**, said point being located South 89° 16' 45" East a distance of 109.70 feet from an existing 1/2 inch iron pipe in the south line of said 160 acre tract.

TEMPORARY WORKSPACE--4.28 ACRES:

Being a 70 foot wide temporary workspace situated along the east side of the above described permanent easement and containing 4.28 acres of land, more or less.

ADDITIONAL TEMPORARY WORKSPACE No. 1 --0.46 ACRE:

Being a 100 foot wide additional temporary workspace situated along the east line of the above described temporary workspace and described as follows;

BEGINNING at the intersection of the east line of the above mentioned temporary workspace and the north line of the above mentioned 160 acre tract;

THENCE in a southerly direction along the east line of said temporary workspace for a distance of 200 feet and containing 0.46 acre, more or less.

ADDITIONAL TEMPORARY WORKSPACE No. 2-- 1.57 ACRES:

Being a 50 foot wide additional temporary workspace situated along the east line of the above described temporary workspace and described as follows;

BEGINNING at the intersection of the east line of the above mentioned temporary workspace and the north line of a 40 foot wide dedicated road;

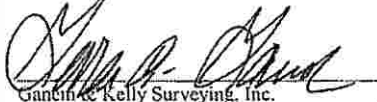
THENCE in a northerly direction along the east line of said temporary workspace for a distance of 684 feet and containing 1.57 acres, more or less.

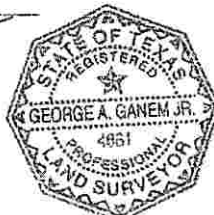
Reference is made to that plat accompanying this legal description.

The above pipeline traverses The Corwin Teltschik Family Trust Tract for a distance of 2,662.78 feet or 161.38 rods.

Bearings are based on GPS Observation NAD83 Texas South Zone. Coordinates and distances shown hereon are grid.

The above legal description is based on an actual survey made on the ground under my supervision.


Ganem & Kelly Surveying, Inc.
By: George A. Ganem, Jr.
Registered Professional Land Surveyor
Texas No. 4681



Date



TXSPA031-006.00_RevA
The Corwin Teltschik Family Trust Tract
30' wide Pipeline Easement
Nustar Logistics, L.P.
PC18135

est

EXHIBIT B

LUTHER CHARLES FLINN
SEPTEMBER 15, 2015
DOC. NO. 652256 O.P.R.
119.968 ACRES

0' 200' 400' 800'

GRAPHIC SCALE IN FEET

FOUND 5/8" IR
S89°19'15"E
44.93'

POB
X=1531330.78
Y=17218562.66

NO. 1
(0.46 AC.)
100' X 200'
ADDITIONAL
TEMPORARY
WORKSPACE

CL COUNTY ROAD 3181

S00°41'06"W 2139.83'

E.G. HEAD SURVEY ABSTRACT NO. 155

PARTITION DEED
NORMAN W. TELTSCHIK
TO
THE CORWIN TELTSCHIK FAMILY TRUST
DECEMBER 7, 2012
DOC. NO. 623584 O.P.R.
SW 1/4 OF SECTION 61 OF THE
GEO. H. PAUL CO.'S SUBDIVISION OF THE
COLEMAN FULTON PASTURE CO.'S
LANDS SOUTH OF TAFT
(VOLUME 1, PAGE 32 P.R.)
160 ACRES

SEE
DETAIL
"A"

EXISTING PIPELINES
SIGNORE PL COMPANY
DOC. NO. 428330 O.P.R.
NUSTAR LOGISTICS, L.P.
DOC. NO. 618862 O.P.R.

NO. 2
(1.57 AC.)
ADDITIONAL
TEMPORARY
WORKSPACE

S44°21'54"E
81.40'

S00°41'24"W
441.50'

SITE

40' DEDICATED ROAD
(UNDEVELOPED)

FOUND 1/2" IR
S89°16'45"E 109.70'

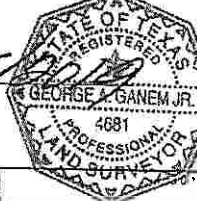
THOMAS A. OWEN REVOCABLE TRUST
DOC. NO. 681058 O.P.R.
W 1/2 OF THE NW 1/4 OF SECTION 62
OF THE GEO. H. PAUL CO.'S SUBDIVISION
OF THE COLEMAN FULTON PASTURE CO.'S
LANDS SOUTH OF TAFT

NOTES:

1. THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION FOR THE CREATION OF AN EASEMENT AND IS INTENDED SOLELY FOR THAT PURPOSE. THIS PLAT IS FOR THE EXCLUSIVE USE OF THE CLIENT/COMPANY FOR THIS EASEMENT ONLY AND IS NON-TRANSFERABLE.
2. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A LIMITED TITLE COMMITMENT. TITLE INFORMATION WAS FURNISHED BY CLIENT AND/OR THEIR AGENT(S), AND AS SUCH GANEM & KELLY SURVEYING, INC. DOES NOT WARRANT OR GUARANTEE THAT ALL CONFLICTS, EASEMENTS, OR ENCUMBRANCES ARE SHOWN HEREON.
3. THE BASIS OF BEARING OF THIS SURVEY IS THE NORTH AMERICAN DATUM OF 1983 (NAD83), TEXAS SOUTH ZONE, US SURVEY FEET (GRID), AND IS BASED ON GPS OBSERVATIONS. COORDINATES SHOWN HEREON ARE APPROXIMATE AND ARE FOR REFERENCE PURPOSES ONLY.
4. THE SIDE LINES OF THE EASEMENT ARE TO BE EXTENDED OR SHORTENED TO THE RESPECTIVE TRACT LINES.
5. A FIELD NOTES DESCRIPTION OF THE EASEMENT ACCOMPANIES THIS PLAT AND IS A PART OF THIS SURVEY.
6. PATENT SURVEY LINES SHOWN HEREON ARE APPROXIMATE, FOR REFERENCE PURPOSES ONLY, AND HAVE NOT BEEN RETRACED AS A PART OF THIS SURVEY UNLESS OTHERWISE NOTED.

GEORGE A. GANEM, JR.
GANEM & KELLY SURVEYING, INC.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS NO. 4681

DATE



19003 IH-10 WEST
SAN ANTONIO, TEXAS 78257
Tel: (210) 918-2000
1-800-531-7911

TXSPA031-006.00
THE CORWIN TELTSCHIK FAMILY TRUST

SAN PATRICIO COUNTY, TEXAS

GANEM & KELLY SURVEYING, INC.

SHEET: 1 OF 1

DRAWN BY: CKS

SCALE: 1" = 400'

CHECKED BY: G.A.G.

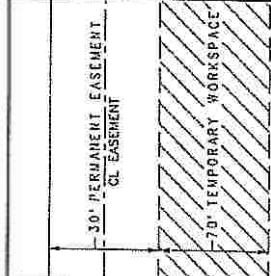
DATE: 11/24/2018

APPROVED BY: G.A.G.

JOB NO. PC18-135

LAMAR STREET, SUITE 5
POINT COMFORT, TEXAS 77978
(361) 387-2011
FIRM NO. 10689300

REVISION: REV A 01-24-2019



DETAIL "A"
SCALE: NTS

30' WIDE PERMANENT EASEMENT
TOTAL FOOTAGE: 2,662.78'
TOTAL RODS: 161.38
TOTAL ACRES: 1.83
TOTAL SQUARE FEET: 79,883.57
TEMPORARY WORKSPACE
TOTAL ACRES: 4.28
TOTAL SQUARE FEET: 186,397.59
ADDITIONAL TEMP. WORKSPACE
TOTAL ACRES: 2.03
TOTAL SQUARE FEET: 88,280.32
40' WIDE PIPELINE EASEMENT

EXHIBIT C
TXSPA031-006.00
100 FOOT BY 110 FOOT
SURFACE SITE
LEGAL DESCRIPTION

STATE OF TEXAS
COUNTY OF SANPATRICIO

BEING a 100 foot by 110 foot surface site situated in the E.G. Head Survey, Abstract No. 155, San Patricio County, Texas and being out of a 160 acre tract described as the SW ¼ of Section 61 of the Geo. H. Paul Co's Subdivision of the Coleman Fulton Pasture Co's Lands South of Taft (plat recorded in Volume 1, Page 32 of the Plat Records) in Partition Deed dated December 7, 2012 from Norman W. Teltschik to The Corwin Teltschik Family Trust and recorded in Document No. 623684 of the Official Public Records of said county, and this centerline being more particularly described as follows;

BEGINNING at a set 5/8 inch iron rod at the southwest corner of the herein described surface site, said iron rod having a Texas State Plane coordinate NAD 83 Texas South Zone of X = 1,331,272.63 and Y = 17,215,994.33, and being located North 20° 06' 58" East a distance of 74.21 feet from an existing 1/2 inch iron pipe in the south line of said 160 acre tract;

THENCE North 00° 41' 24" East for a distance of 100.00 feet to a set 5/8 inch iron rod for the northwest corner of the herein described surface site;

THENCE South 89° 18' 36" East for a distance of 110.00 feet to a set 5/8 inch iron rod for the northeast corner of the herein described surface site;

THENCE South 00° 41' 24" West for a distance of 100.00 feet to a set 5/8 inch iron rod for the southeast corner of the herein described surface site;

THENCE North 89° 18' 36" West for a distance of 110.00 feet to the **POINT OF BEGINNING**, Containing 11,000.00 square feet or 0.25 acre of land.

Reference is made to that plat accompanying this legal description.

Bearings are based on GPS Observation NAD83 Texas South Zone. Coordinates and distances shown hereon are grid.

The above legal description is based on an actual survey made on the ground under my supervision.


Ganem & Kelly Surveying, Inc.
By: George A. Ganem, Jr.
Registered Professional Land Surveyor
Texas No. 4681

Date

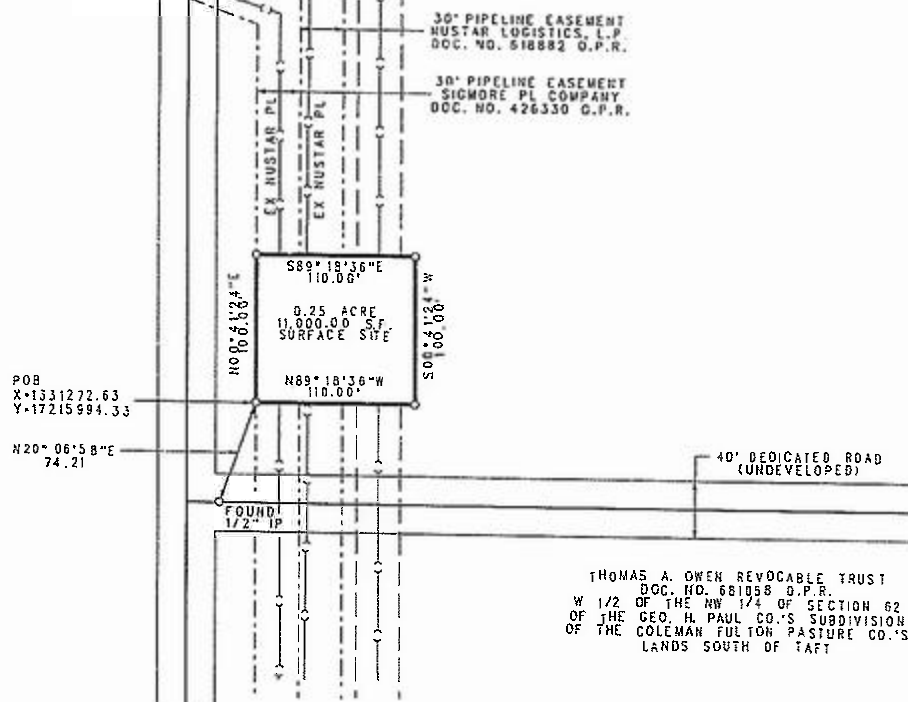
01/25/2019



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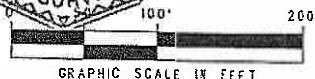
E.G. HEAD SURVEY
ABSTRACT NO. 155

PARTITION DEED
NORMAN W. TELTSCHIK
TO
THE CORWIN TELTSCHIK FAMILY TRUST
DECEMBER 7, 2012
DOC. NO. 623584 O.P.R.
SW1/4 OF SECTION 61 OF THE
GEO. H. PAUL CO.'S SUBDIVISION OF THE
COLEMAN FULTON PASTURE CO.'S
LANDS SOUTH OF TAFT
(VOLUME 1, PAGE 32 P.R.)
160 ACRES



NOTES:

1. THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION FOR THE CREATION OF AN EASEMENT AND IS INTENDED SOLELY FOR THAT PURPOSE. THIS PLAT IS FOR THE EXCLUSIVE USE OF THE CLIENT/COMPANY FOR THIS EASEMENT ONLY AND IS NON-TRANSFERABLE.
2. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A LIMITED TITLE COMMITMENT. TITLE INFORMATION WAS FURNISHED BY CLIENT AND/OR THEIR AGENT(S), AND AS SUCH GANEM & KELLY SURVEYING, INC. DOES NOT WARRANT OR GUARANTEE THAT ALL CONFLICTS, EASEMENTS, OR ENCUMBRANCES ARE SHOWN HEREON.
3. THE BASIS OF BEARING OF THIS SURVEY IS THE NORTH AMERICAN DATUM OF 1983 (NAD83), TEXAS SOUTH ZONE, US SURVEY FEET (GRID), AND IS BASED ON GPS OBSERVATIONS. COORDINATES SHOWN HEREON ARE APPROXIMATE AND ARE FOR REFERENCE PURPOSES ONLY.
4. THE SIDE LINES OF THE EASEMENT ARE TO BE EXTENDED OR SHORTENED TO THE RESPECTIVE TRACT LINES.
5. A FIELD NOTES DESCRIPTION OF THE EASEMENT ACCOMPANIES THIS PLAT AND IS A PART OF THIS SURVEY.
6. PATENT SURVEY LINES SHOWN HEREON ARE APPROXIMATE, FOR REFERENCE PURPOSES ONLY, AND HAVE NOT BEEN RETRACED AS A PART OF THIS SURVEY UNLESS OTHERWISE NOTED.



GEORGE A. GANEM, JR.
GANEM & KELLY SURVEYING, INC.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS NO. 4681

100'X110' SURFACE SITE
TOTAL ACRES: 0.25
TOTAL SQUARE FEET: 11,000.00
SURFACE SITE



19003 IH-10 WEST
SAN ANTONIO, TEXAS 78257
Tel: (210) 918-2000
1-800-531-7911

TXSPA031-006.00
THE CORWIN TELTSCHIK FAMILY TRUST

SAN PATRICK COUNTY, TEXAS

DRAWN BY : GKS
CHECKED BY: C.A.C.
APPROVED BY: C.A.C.

SCALE: 1" = 100'
DATE: 10/24/2018
JOB NO. PC18-135



GANEM & KELLY SURVEYING, INC.
LAKAR STREET, SUITE 5
POINT COFFERT, TEXAS 77078
(361) 987-2011
FIRM NO. 10080300

SHEET: 1 OF 1
REVISION:
REV A: 01-24-2019

et

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Gracie Alaniz-Gonzales

Gracie Alaniz-Gonzales
County Clerk
San Patricio County, Texas
02/15/2019 11:52 AM
Fee: \$70.00
685495 ROW