

ENCROACHMENT AGREEMENT

THE STATE OF TEXAS  
 COUNTY OF GUADALUPE

\*  
 \* KNOW ALL MEN BY THESE PRESENTS:  
 \*

WHEREAS, EXXON PIPELINE COMPANY (formerly Humble Pipe Line Company), a Delaware corporation, hereinafter called "Exxon," is the present owner of a right of way and easement acquired from Alvina Weinert, by instrument dated November 8, 1961, and recorded in Volume 346, Page 252, of the Deed Records of Guadalupe County, Texas, and amended by Amendment of Easement dated June 13, 1980, and recorded in Volume 601, Page 837, of the Deed Records of Guadalupe County, Texas; and,

WHEREAS, Woodlake IV Joint Venture, hereinafter called "Landowner," is the present owner of that certain tract of land which was acquired by deed dated August 6, 1984, and recorded in Volume 634, Page 862, of the Deed Records of said County; and,

WHEREAS, Landowner desires to encroach upon Exxon's right of way and easement by constructing streets and other improvements within, along, and across a portion thereof, as indicated hereinbelow.

NOW, THEREFORE, for and in consideration of the premises and of the covenants and conditions herein contained, the parties hereto do hereby agree as follows:

1. Landowner may install or place streets within, across, and along Exxon's above-mentioned right of way at the locations shown on Exhibit "A" and over the existing pipeline located within said right of way only where Jo Ann Drive, Carol Court, Woodlake Drive, Sharon Cr. North and Nancy Lane North cross the right of way, as shown on the Exhibit "A," and houses may be placed up to five feet within the right of way on lots which abut the right of way on its northeast side as set out on Exhibit "A" and a standard residential driveway may be constructed across the right of way on each lot which abuts the right of way, all in accordance with the provisions herein contained.
2. Landowner agrees to maintain four feet of cover over Exxon's pipeline at the street crossings, said street crossings shaded in red on the attached Exhibit "A," and at any driveways constructed across the pipeline. In the event it is not possible to maintain four feet of cover over Exxon's pipeline, Landowner will install a 6-inch thick by 10-foot wide concrete slab over Exxon's pipeline at each location where the streets cross the pipeline.
3. It is also understood and agreed that Exxon is now using and will continue to use said land for the construction, maintenance, and operation of pipelines, and in so doing, Exxon may at any time, and from time to time, enter upon said land with mechanized equipment and machinery and excavate

*Luling - San Antonio #91*

EXXON PIPELINE CO.  
 P. O. BOX 2220  
 HOUSTON, TEXAS 77252-2220

77252-2220

trenches and ditches thereon, all of which may result in damage to or destruction of Landowner's streets and/or driveways on, across, or over Exxon's right of way or pipeline. Landowner hereby assumes the risk of any and all such damage or destruction and agrees that Exxon shall not be either liable therefor or obligated to effect repair or replacement thereof.

- 4. Except as permitted in original Easement conveyance, Landowner agrees not to construct or permit the construction of any structure or permanent improvements upon Exxon's right of way other than the streets shown on Exhibit "A" and houses and driveways as provided in paragraph 1.
- 5. Landowner will not excavate on Exxon's right of way for any reason or purpose except to cross right of way at street crossing in compliance with paragraph 2 of this instrument. Landowner shall at all times maintain streets in a condition which will not unreasonably interfere with the operation of or endanger Exxon's pipeline located within the right of way shown in Exhibit "A."
- 6. Landowner agrees to release, indemnify, and hold Exxon harmless from and against each and every claim, demand, or cause of action for damage to property and injury to or death of persons which may, in any way, result from, grow out of, or arise in connection with the presence of the streets, driveways, and houses on, across, or along Exxon's right of way and easement or the use, enjoyment, or maintenance of the streets, driveways, and houses on, across, or along said right of way by Landowner or Landowner's employees, contractors, agents, invitees, licensees, heirs, successors, representatives, or assigns, save and except such damage to property, injury to or death of persons as is caused by the negligence or willful misconduct of Exxon.

This agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors, legal representatives, and assigns.

EXECUTED IN DUPLICATE ORIGINALS this the 28 day of January, A.D. 1986.

EXXON PIPELINE COMPANY

By J. Conley Stone  
J. Conley Stone  
Vice President-Operations

FORM APPROVED  
Rmg  
CAL REC

WOODLAKE IV JOINT VENTURE

By Walter N. Corrigan II  
Title Managing Ventures

STATE OF TEXAS §

COUNTY OF HARRIS §



This instrument was acknowledged before me on February 4,  
1986, by Wayne Stone, Vice President-Operations of Exxon Pipeline  
Company, a Delaware corporation, on behalf of said corporation.

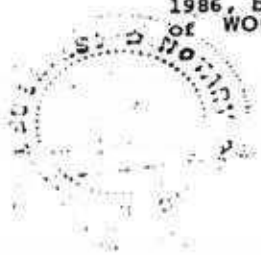
Evelyn Shipp  
NOTARY PUBLIC

EVELYN SHIPP  
Notary Public in and for the  
State of Texas

My Commission Expires 11-7-89

STATE OF TEXAS §

COUNTY OF BEAR §



This instrument was acknowledged before me on January 28,  
1986, by WALTER N. CORRIGAN II, as MANAGING PARTNER  
of WOODLAKE IV JOINT VENTURE.

Wanda K. Morgan  
NOTARY PUBLIC

Wanda K. Morgan  
My commission expires: 12-3-88

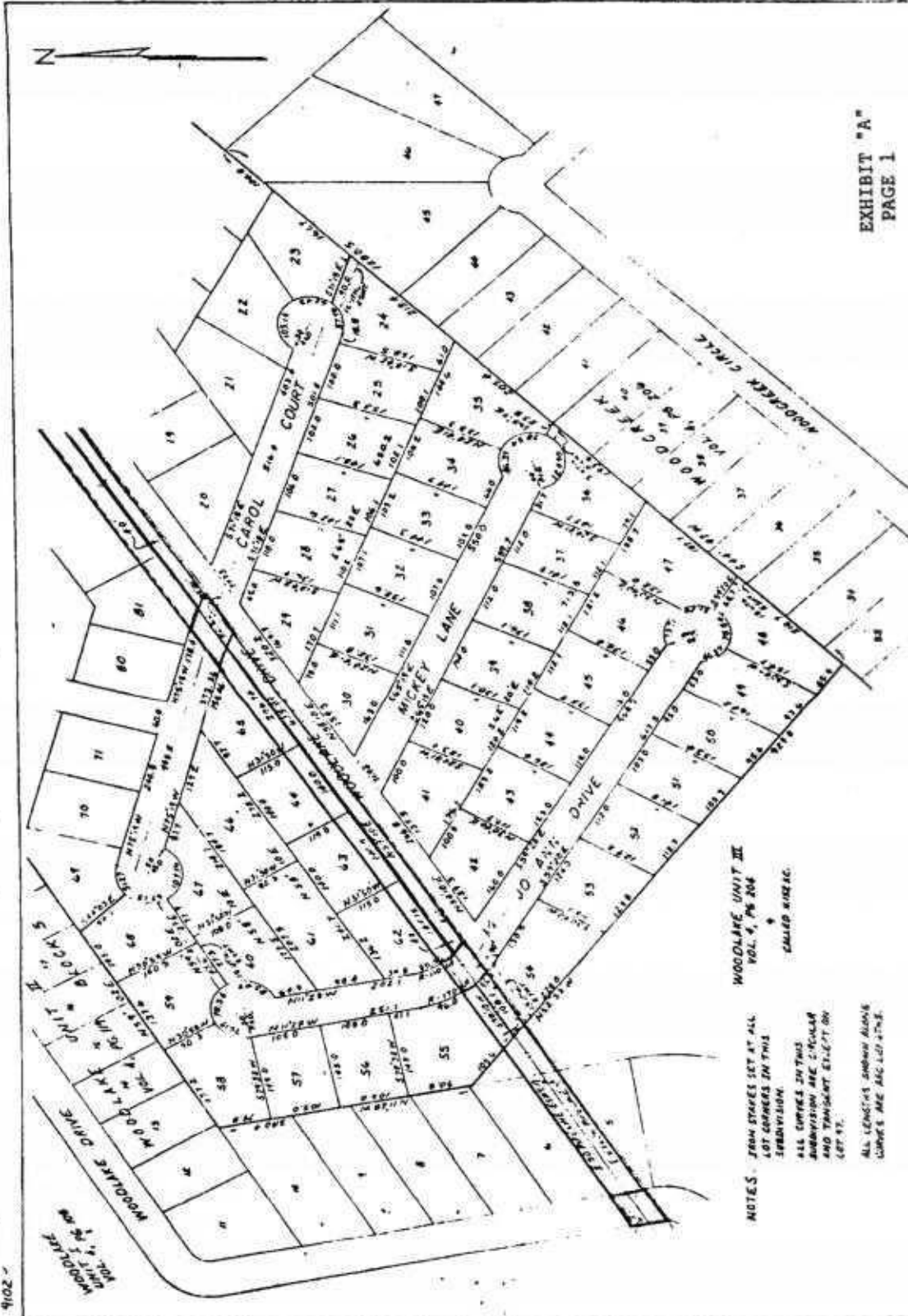


EXHIBIT "A"  
PAGE 1

WOODLAKE UNIT III

SCALE 1"=100'

AS SHOWN ON PLAT

WOODLAKE UNIT III  
VOL. 4, PG. 204  
CALLED KODAC.

NOTES: FROM STAKES SET AT ALL  
LOT CORNERS IN THIS  
SUBDIVISION  
ALL CURVES IN THIS  
SUBDIVISION ARE CIRCULAR  
AND TANGENT SELECT ON  
LOT 47.  
ALL LENGTHS SHOWN ALONG  
CURVES ARE ARC LENGTHS.

9102-

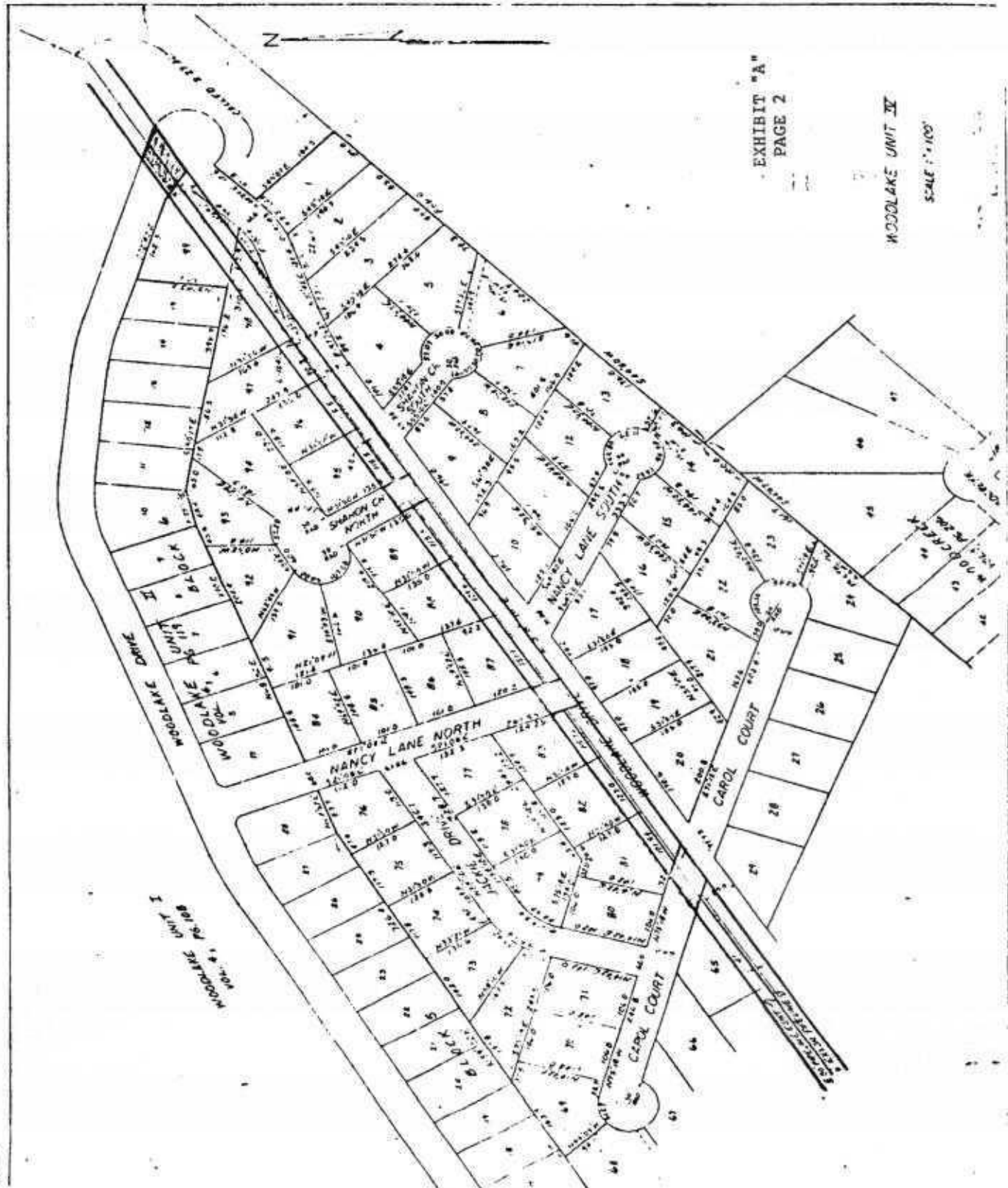
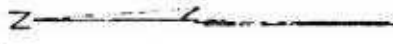


EXHIBIT "A"  
PAGE 2

WOODLAKE UNIT IV

SCALE 1" = 100'



WOODLAKE UNIT I  
VOL. 6, P. 108

VOL 760 PAGE 118.1

RECORDED IN OFFICIAL RECORDS  
FILE DATE: 2-11-86  
FILE TIME: 9:27 AM  
VOL: 760 1174-524  
RECORD DATE  
FEB 12 1986  
G. D. [Signature]  
COUNTY CLERK, SUCALUMS COUNTY