

TEXAG Real Estate Services, Inc.  
404 W. 9<sup>th</sup> Street, Suite 201  
Georgetown, Texas 78626  
Phone: 512-930-5258  
Fax: 512-930-5348  
[www.texag.com](http://www.texag.com)



**BROKER:**

Larry D. Kokel – Cell 512-924-5717  
[info@texag.com](mailto:info@texag.com)

**SALESMAN:**

Ron Leps – Cell 512-869-6766  
[ron@texag.com](mailto:ron@texag.com)

**PROPERTY FOR SALE: ± 63.15 ACRES**  
**2740 FM 1466**  
**Williamson County - Coupland, Texas 78615**

**LOCATION:**

Tract is located east of Coupland and on the south side of FM 1466.

**LEGAL:**

AW0528 Rutersville, C. Sur., Acres 63.145 (Note attached Deed Vol. 813)

**FRONTAGE:** The subject contains approximately ± 2,107 feet frontage along FM 1466. The road utilized on the south side of the property is a private road historically used by the owners of this tract. The road is identified as CR 489 west of the subject which connects to CR 483.

**UTILITIES:**

The property has a Manville Water Meter, located at the old house on FM 1466 near northeast part of property, which is inactive. Power lines run along road. Septic is required.

**IMPROVEMENTS:**

None of value. Old farmstead and barns in poor condition. Do Not Enter House.

**SCHOOL DISTRICT:**

Coupland and Taylor ISD

**TAXES:**

2017 taxes – Approximately \$82.62 based on WCAD. The subject property is under Ag Exemption.

**MINERALS:**

Owner is believed to own all of the minerals and transfer is negotiable depending on price of land.

**FLOOD PLAIN:**

Based on data obtained from the FEMA National Flood Insurance Digital Flood Insurance Rate maps for Williamson County, Texas, this tract contains land area within the 100-year floodplain area (Note attached map).

**RESTRICTIONS:**

None



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The information contained herein is from sources deemed reliable by the broker, but not guaranteed. All offerings are subject to errors, omission, prior sale, change or withdrawal without notice. In accordance with the rules promulgated by the Texas Real Estate License Act (TRELA), you are notified that the information "About Brokerage Services" form is provided herein. TexAg Real Estate Services, Inc. represents the Sellers of this property. This property is offered for sale without regard to race, color, creed, familial status, national origin, religion or handicap status.

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**COMMENTS:**

- Excellent tract of land located in a quality area of Williamson County. This size tract is difficult to find.
- The property has two ponds and Little Dry Brushy Creek running through the tract. There are scattered trees on the tract with a healthy cover of grass. The property is certainly suited for a home sight but could easily be divided into two home sights.
- The house on the property is not structurally sound – so please do not enter.
- Note Permanent Easement of Enterprise Pipeline along west property line.
- There is livestock on property so please close gate as you enter & close/lock gate when leaving.

**PRICE: \$366,241.00 or \$5,800 per surveyed acre.**

**COMMISSION: 3% to Buyer's Broker provided Broker is identified by prospective Buyer at first showing.**

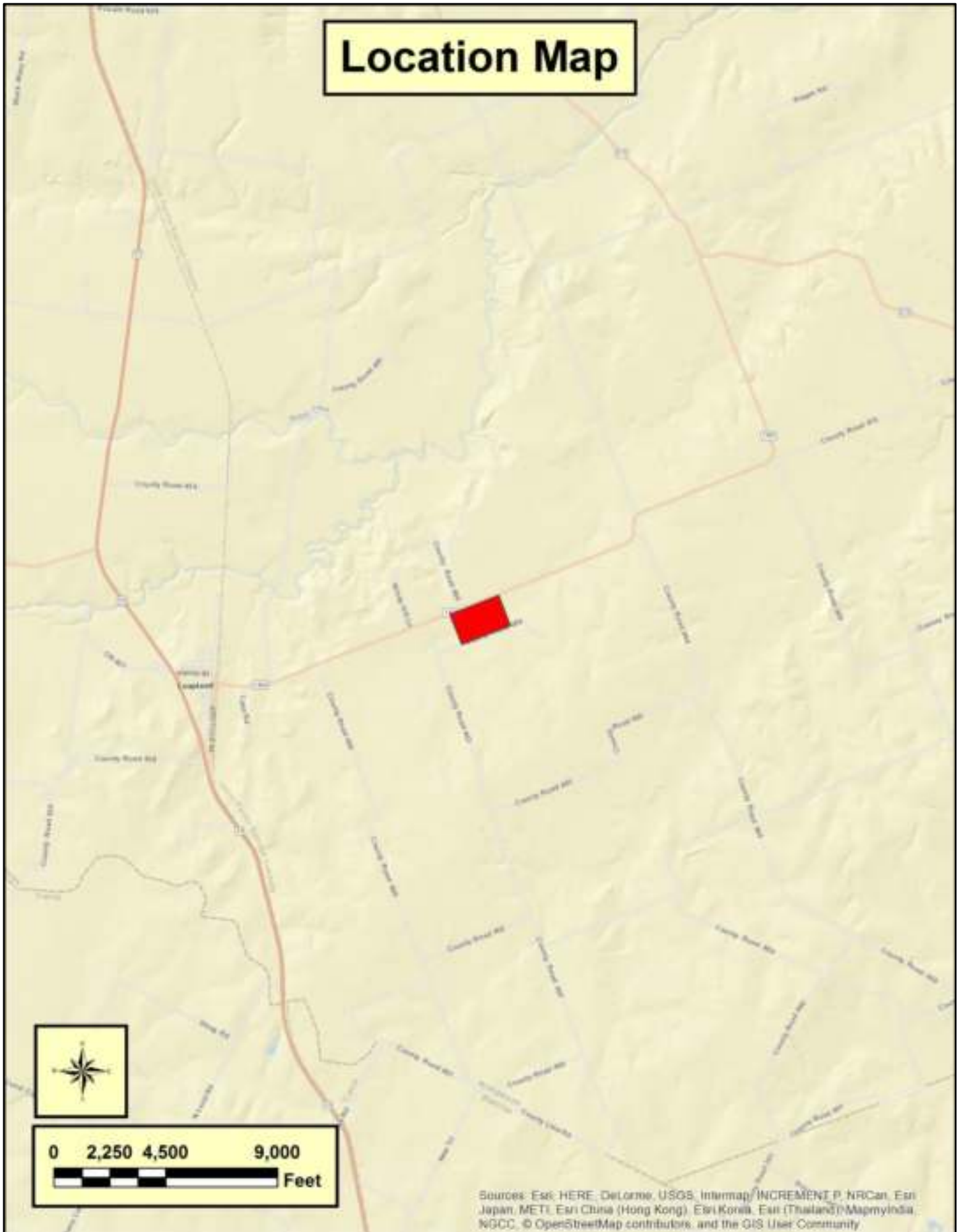
**CLOSED JULY 2017**

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# Location Map



Sources: Esri; HERE; DeLorme; USGS; Intermap; INCREMENT P; NRCan; Esri Japan; METI; Esri China (Hong Kong); Esri Korea; Esri (Thailand); MapmyIndia; NCCO; © OpenStreetMap contributors, and the GIS User Community

# Tax Plat



# Aerial Map

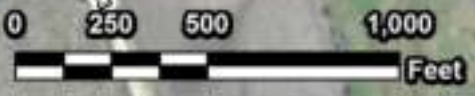


CR 488

FM 1486

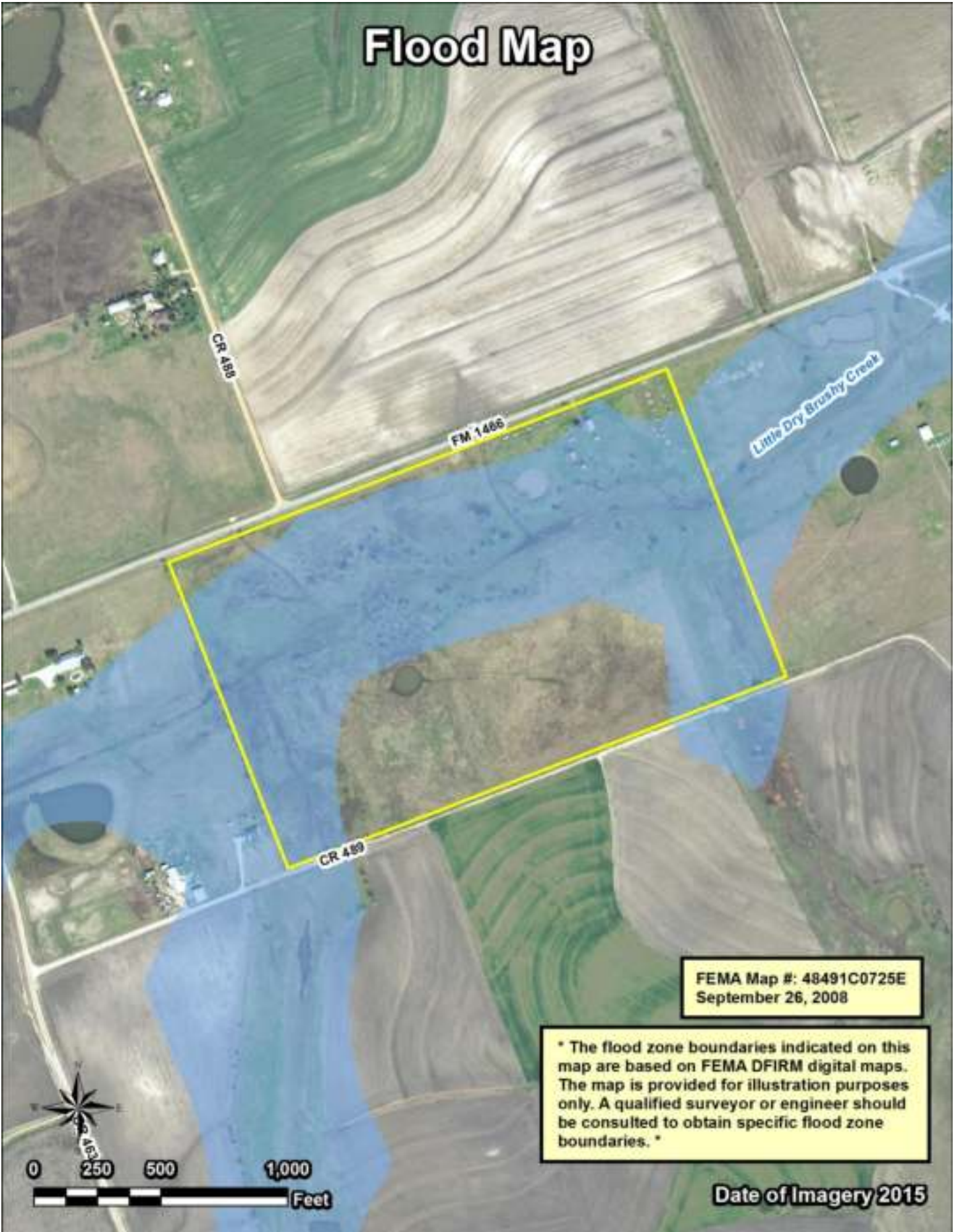
Little Dry Brushy Creek

CR 489



Date of Imagery 2015

# Flood Map



CR 488

FM 1466

Little Dry Brushy Creek

CR 489

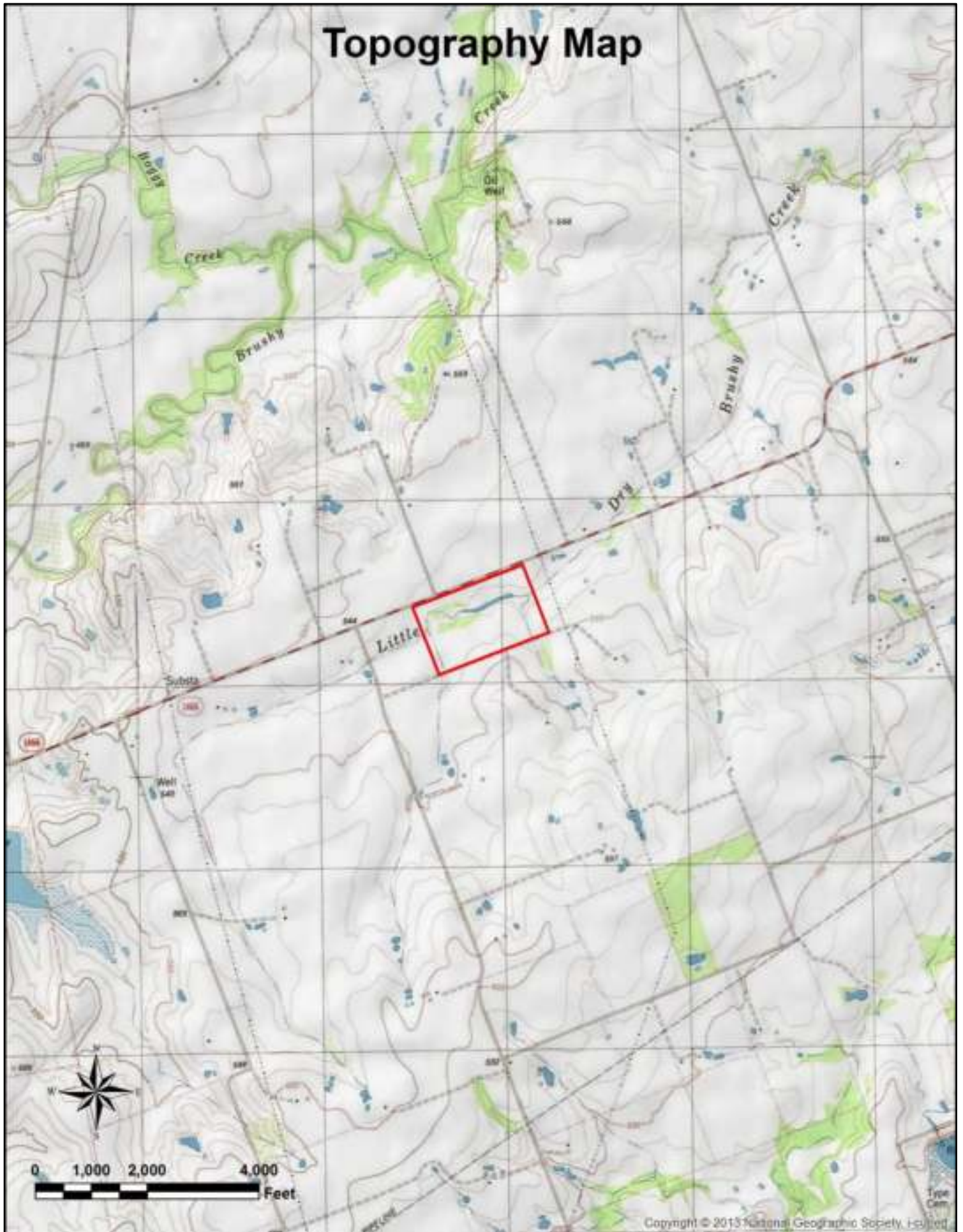
FEMA Map #: 48491C0725E  
September 26, 2008

\* The flood zone boundaries indicated on this map are based on FEMA DFIRM digital maps. The map is provided for illustration purposes only. A qualified surveyor or engineer should be consulted to obtain specific flood zone boundaries. \*

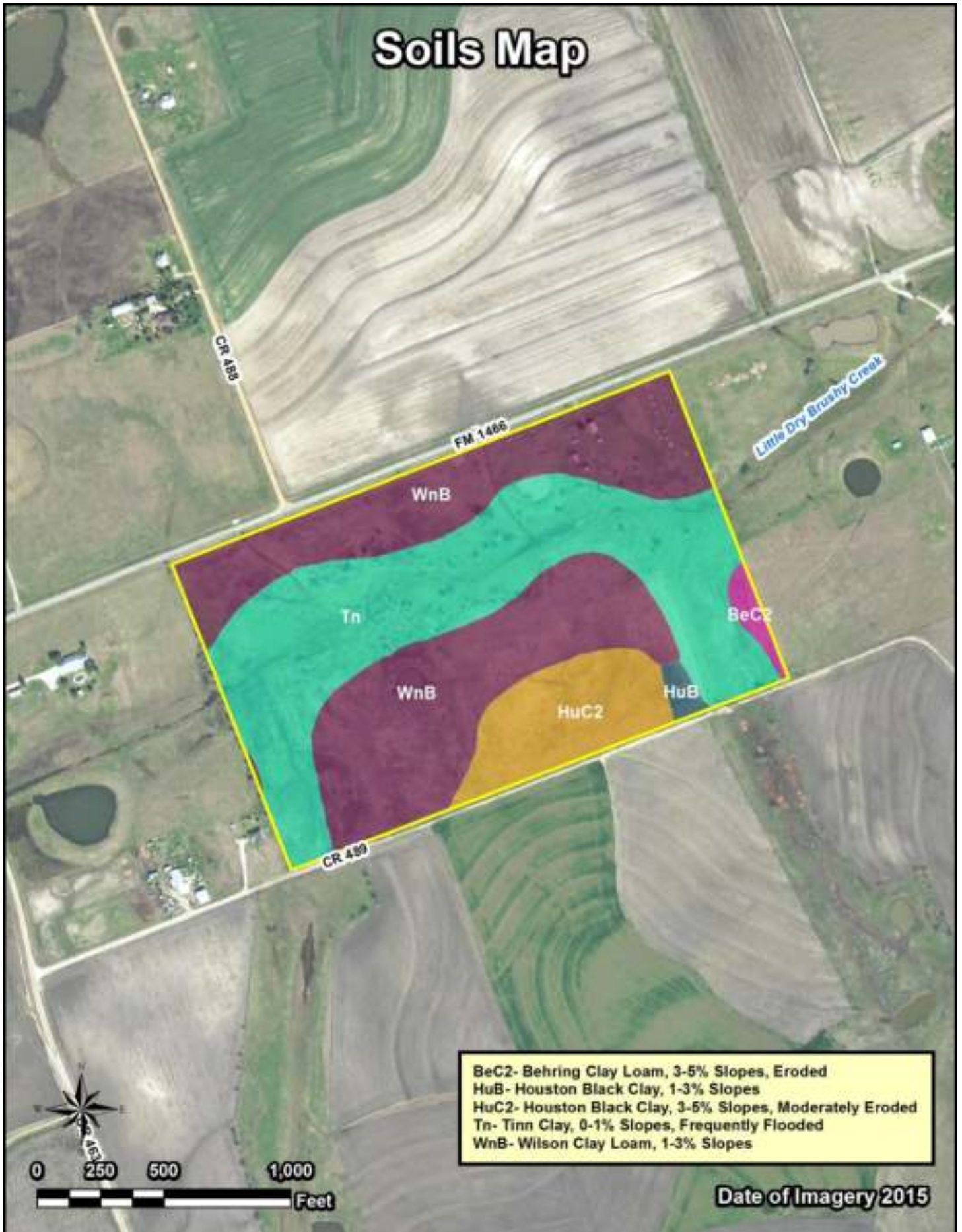
Date of Imagery 2015



# Topography Map



# Soils Map





# PHOTOS



PHOTOS



SUBJECT

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Irene E. Florida, Et Vir TO: Correction Deed Elton F. Balauf, Et Wf

THE STATE OF TEXAS /  
COUNTY OF WILLIAMSON /

1541

WHEREAS, heretofore on November 30, 1978, Fritz Balauf and wife, Ettie Balauf, as the owners of a tract of 126.29 acres of land out of the Rotersville Collage Survey, Abst. No. 328 in Williamson County, Texas, conveyed 63.145 acres off the West side of said tract by a Deed of Gift to Irene E. Florida and husband, Roger C. Florida, duly recorded in Vol. 739, Page 92 of the Deed Records of Williamson County, Texas, and conveyed the remaining 63.145 acres off the East side of said tract to Elton F. Balauf and wife, Alvera M. Balauf, by a Deed of Gift recorded in Vol. 739, Page 90 of the Deed Records of Williamson County, Texas; and,

WHEREAS, it was the intention of the said Fritz Balauf and wife as well as the Grantees in the aforescribed Deeds of Gift, that Irene E. Florida and husband, Roger C. Florida, were to acquire the East 63.145 acres of said 126.29 acre tract and that Elton F. Balauf and wife, Alvera M. Balauf, were to acquire the West 63.145 acres of said tract; and,

WHEREAS, said error in said Deeds was not discovered until this time by the parties; and,

WHEREAS, at the time of the execution of said Deeds of Gift, the Grantees in each conveyance actually went into possession of the tracts, which has been the intent of the Grantors to convey to said parties; that is, Irene E. Florida and husband, Roger C. Florida, actually took possession of the East 63.145 acre tract out of said 126.29 acres and Elton F. Balauf and wife, Alvera M. Balauf, actually took possession of the West 63.145 acre tract out of said 126.29 acres, believing that such tracts had been conveyed to said parties in said original deeds; and,

WHEREAS, the said Irene E. Florida and husband, Roger C. Florida, and Elton F. Balauf and wife, Alvera M. Balauf, all of the Grantees in the aforescribed two Deeds of Gift, now desire to correct the errors that were made in each of the aforescribed Deeds so that each of the parties will be vested with the title to the tracts of land which were intended to be conveyed unto them by the said Fritz Balauf and wife, Ettie Balauf; and,

WHEREAS, the Grantees in said two Deeds of Gift have requested the original Grantors therein to join in this conveyance to verify the facts herein stated, and said Grantors have consented to do so.

That we, IRVINE E. FLORIDA and husband, ROGER C. FLORIDA, of Bexar County, Texas, for and in consideration of these presents, and the further consideration of the conveyance to us this date by Elton F. Eulauf and wife, Alvina M. Eulauf, of the tract of 63.145 acres of land which was conveyed to them in the Deed of Gift from Fritz Eulauf, et ux, dated November 30, 1978, and recorded in Vol. 739, Page 90 of the Deed Records of Williamson County, Texas,

HAVE GRANTED, TRANSFERRED and CONVEYED and by these presents do GRANT, TRANSFER and CONVEY unto the said ELTON F. EULAUF and wife, ALVINA M. EULAUF, of Travis County, Texas, all that certain tract or parcel of land lying and being situated in Williamson County, Texas, and more particularly described as follows:

BEING a 63.145-acre tract of land situated in the Bittersville College Survey, Abstract No. 528, Williamson County, Texas, and being the West one-half of that certain tract of land conveyed by deed to Fritz Eulauf, et ux, as recorded in Volume 453, Page 53, Deed Records of Williamson County, Texas. Surveyed on the ground in the month of October, 1978, by R. T. Haggess, Jr., Registered Professional Engineer, and being more particularly described as follows:

BEHINDING at an iron pin set in the South line of said Eulauf tract marking the S.V. corner of the East one-half of said Eulauf tract, for the S.E. corner hereof; said corner being S 71° 17' W, 2095.12 feet from an iron pin set by an existing corner post marking the S.E. corner of said Eulauf tract;

THENCE, with said South line, S 71° 17' W, 779.83 feet to an iron pin found; S 71° 19' W, 784.32 feet to an iron pin set; S 75° 11' W, 199.84 feet to an iron pin set and S 71° 19' W, 343.76 feet to a concrete monument marker, for the S.V. corner hereof;

THENCE S 18° 55' W, 1294.64 feet, with the West line of said Eulauf tract to an iron pin set for the E.V. corner hereof; said E.V. corner being in the South line of Farm to Market Road No. 1466;

THENCE, with said South line of Farm to Market Road No. 1466, also being the North line of the said Eulauf tract, N 71° 23' E, 590.37 feet to a concrete monument; N 71° 15' E, 1380.04 feet to a concrete monument and N 71° 11' E, 136.81 feet to an iron pin set for the E.V. corner of said East one-half of the Eulauf tract, for the E.E. corner hereof;

THENCE S 18° 55' E, 1309.13 feet to the place of BEHINDING and containing 63.145 acres of land, being the same tract of land as described in the Deed from Fritz Eulauf, et ux, to Irvine E. Florida, et vir, dated November 30, 1978, and recorded in Vol. 739, Page 90 of the Deed Records of Williamson County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto, in anywise belonging unto the said ELTON F. EULAUF and wife, ALVINA M. EULAUF, their heirs and assigns, forever; and we do hereby bind ourselves, our heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the

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said ELTON F. EULAUF and wife, ALVERA H. EULAUF, their heirs and assigns, against every person whosoever lawfully claiming, or to claim the same, or any part thereof.

Frita Eulauf and wife, Nettie Eulauf, of Williamson County, Texas, join in the execution of this conveyance to evidence the fact that an error was made in the original Deeds to Irene H. Florida and husband and Elton F. Eulauf and wife, both dated November 30, 1978, in that the tract that should have been conveyed to Elton F. Eulauf and wife was the tract conveyed to Irene H. Florida and husband.

This conveyance is intended as a Correction Deed, given and accepted as such and it shall be effectual as of and retroactive to November 30, 1978.

WITNESS OUR HANDS on this the 17th day of OCTOBER, 1980.

Irene H. Florida  
Irene H. Florida

Roger C. Florida  
Roger C. Florida

Frita Eulauf  
Frita Eulauf

Nettie Eulauf  
Nettie Eulauf

THE STATE OF TEXAS  
COUNTY OF WILMINGTON

BEFORE ME, the undersigned authority, on this day personally appeared IRENE H. FLORIDA and husband, ROGER C. FLORIDA, both known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they each executed the same for the purpose and consideration therein expressed.

WITNESS UNDER MY HAND AND SEAL OF OFFICE on this the 17th day of OCTOBER, 1980.



William F. Rice  
Notary Public in and for  
Wilmington County, Texas  
BEAR

THE STATE OF TEXAS  
COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, on this day personally appeared FRITA EULAUF and wife, NETTIE EULAUF, both known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they each executed the same for the purpose and consideration therein expressed, and the said Frita Eulauf and wife, Nettie Eulauf, after being by me first duly sworn, on their oaths state that the facts therein stated concerning the error made in said original two Deeds of Gift are true and correct.

WITNESS UNDER MY HAND AND SEAL OF OFFICE on this the 17th day of OCTOBER, 1980.



(AMOS FEYERS JR)

Amos Feyers Jr  
Notary Public in and for  
Williamson County, Texas

THE STATE OF TEXAS  
County of Williamson

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I, James M. Boydston, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication, was filed for record in my office on the 24th day of OCT. A.D. 1980 at 8:00 o'clock A. M., and duly recorded this the 24th day of OCT. A.D. 1980 at 1:50 o'clock P. M., in the

Deed

Books of said County Vol. 813 p. 941

WITNESS MY HAND and seal of the County Court of said County, in Office in Georgetown, Texas, the date last above written.

By Kathy Davis Deputy

JAMES M. BOYDSTON, CLERK,  
County Court, Williamson County, Texas



Project: Midland to Sealy - Segment 4  
Tract #: 8232-TX-WM-0258.10000  
Williamson County, Texas

**NOTICE 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.**

#### PERMANENT EASEMENT AGREEMENT

This Permanent Easement Agreement (the "Agreement"), dated the 19<sup>th</sup> day of October, 2015, is between Elton F. Zulauf and wife, Abena M. Zulauf whose address is 8609 Downs Gail Drive, Austin, Texas 78757 (hereinafter referred to as "Grantor", whether one or more), and Enterprise Grade Pipeline LLC, a Texas limited liability company, with offices at 1100 Louisiana, Suite 1000, Houston, Texas 77002 and mailing address for all correspondence to P.O. Box 4324, Ann Land Dept., Houston, Texas 77210-4324, and its successors and assigns (each 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, Grantor does hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee a non-exclusive 8' by 50' wide free and unobstructed permanent easement in order to, among other things described below, construct, operate and maintain one (1) pipeline, not to exceed thirty-six inches (36") in nominal pipe diameter (the "Pipeline"), and any appurtenant facilities in, over, through, across, under, and along land owned by the Grantor, as more particularly described in Exhibits "A" and "B" attached hereto ("the Permanent Easement").

Grantor does also hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee temporary workspace (and additional temporary workspace, if any), as more particularly described in Exhibits "A" and "B" attached hereto, in order to construct the Pipeline and any appurtenant facilities in, over, through, across, under, and along the property and to restore the property as required under this Agreement (the "Temporary Construction Easement") (the "Permanent Easement" and "Temporary Construction Easement" collectively the "Easements"). The term of the Temporary Construction Easement shall be for a period to extend twelve (12) months from the date of construction commencement. However, if Grantee has completed its use of the Temporary Construction Easement prior to the twelve (12) month period, then the Temporary Construction Easement shall immediately terminate. All rights, duties and/or obligations arising by or under this Agreement shall only apply to the Temporary Construction Easement while same is in effect.

It is further agreed as follows:

1. The right to use the Easements shall belong to the Grantee and its agents, employees, designers, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of establishing, laying, constructing, reconstructing, installing, redesigning, modifying, replacing, improving, adding, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or source of the Pipeline within the Permanent Easement, abandoning in place and removing at will, in whole or in part, the Pipeline, for the transportation of oil, oil products, liquefied minerals (including without limitation, condensate, whether obtained from oil or gas wells), crude petroleum, gas liquids or other mineral solutions, together with above- and below-ground appurtenances as may be necessary or desirable for the operation of the Pipeline, over, across, under and upon the Permanent Easement.
2. Grantee shall bury the Pipeline to a minimum depth of thirty-six inches (36") below the surface of the ground and any then existing drainage ditches, creeks and roads, except at those locations where such is encountered, the Pipeline may be buried at a lesser depth.
3. Grantee shall have the right of ingress, egress, entry and access in, to, through, on, over, under, and across the Easements and where same intersect any public road or public right-of-way or other easement to which Grantee has the right to access and along any roads designated by Grantee, for any and all purposes necessary and/or incident to the exercise by the Grantee of the rights granted to it by this Agreement. Grantee shall promptly repair any damage to Grantor's roads caused by Grantee so as to maintain the roads in as good or better condition as existed prior to use by Grantee.
4. Grantee shall have the right to select the exact location of the Pipeline within the Permanent Easement. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills to ensure proper lateral and subsurface support for and drainage for the Pipeline and appurtenant facilities related to this pipeline project.
5. The consideration paid by Grantor in this Agreement includes the market value of the Easements, both permanent and temporary, any and all damages to the Grantor's remaining property and for reasonably anticipated damages caused to the surface of Grantor's lands within the Easements during the actual construction of the Pipeline and related facilities. The initial consideration does not cover any damages, which may accrue to Grantor's other lands, including the Permanent Easement from time to time by reason of the operation, maintenance, repair, alteration and/or servicing of the Pipeline or any other damages incurred from time to time as hereinafter more specifically set forth (for tracts that may include growing crops or crop damage issues. "Grantee will pay Grantor for actual damages, if any, to growing crops incurred as a direct result of the construction, operation, maintenance, repair, alteration and/or servicing of the Pipeline, if such damages are accompanied by reasonable evidence in support of same."). Grantee shall pay Grantor for any and all other such reasonable damages promptly as they may accrue.
6. Grantee shall have the right to remove any fence which now crosses or may cross the Easements during initial construction of the Pipeline or thereafter. Prior to cutting any fence, however, Grantee shall brace the existing fence to be cut adequately on both sides of the proposed cut by suitable H-braces to prevent the remainder of the fence from sagging. Before the fence wire is cut, it is to be attached to the posts in a manner that there will be no slacking of or damage to the wire. Each such wire gap is to be reinforced so as to be strong enough to prevent livestock from passing through same. Upon completion of initial construction operations, each wire gap will be removed and a permanent gate installed, which gate shall, to the extent reasonably practicable, be constructed out of similar or better grade materials than already used for existing gates on the property.

Each entry and exit gate shall be securely closed and locked, except when Grantee or its authorized personnel are actually passing through same.

7. Grantee may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantee may not use any part of the Permanent Easement or the Temporary Construction Easement (while in effect) if such use may damage, destroy, injure, and/or interfere with Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee. Grantee is not permitted to conduct any of the following activities on the Easements: (1) construct any temporary or permanent building or site improvements; (2) drill or operate any well on the Easements but a well can be directionally drilled under the Easements provided the drill bit enters the Easements at a subsurface depth of twenty feet (20') or deeper; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantee further agrees that no above- or below-ground obstruction that may interfere with the purposes for which this Agreement is being acquired may be placed, erected, installed or positioned upon the Easements without the written permission of Grantee. Grantee, Grantee's heirs, successors and assigns shall have the right, after review and approval by Grantee, to construct, reconstruct or maintain streets, roads or drives, road ditches, drainage ditches, and utilities, at any angle of not less than forty-five (45) degrees to Grantee's Pipeline over and across the Permanent Easement at such place or places as Grantee may from time to time hereafter select for public or private use, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by 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 Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantee. Grantee shall promptly reimburse Grantee for any expense related thereto. Grantee further agrees that it will not interfere in any manner with the purposes for which the Easements are conveyed. Any improvements, whether above or below ground, installed by Grantee subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantee for damages.

8. Grantee has the right to mow the Permanent Easement and to trim or cut down or eliminate from the Permanent Easement and Temporary Construction Easement (while in effect) trees or shrubbery, in the sole judgment of Grantee, its successors and assigns, as may be necessary to install the Pipeline and thereafter on the Permanent Easement to prevent possible interference with the operation and maintenance of the Pipeline and to remove possible hazard trees, and the right to remove or prevent the construction of, any and all buildings, structures, encroachments or other obstructions on the Permanent Easement which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation and maintenance of the Pipeline and appurtenant facilities. All trees and brush removed during construction and other debris generated during construction shall be buried and/or chipped and spread on the Permanent Easement or removed to an authorized disposal site. The method of disposal shall be selected by Grantee.

9. Grantee shall retain all the oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantee shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Grantee agrees to comply in all respects, at its sole cost, with all applicable federal, state and local laws, rules, and regulations which are applicable to Grantee's activities hereunder, including without limitation, the construction, use, operation, maintenance, repair and service of Grantee's Pipeline, associated equipment and appurtenances thereto.

11. Grantee will, insofar as reasonably practicable, level, re-grade, and amend the ground disturbed by Grantee's use of the Easements and will maintain the Easements clear of all litter and trash during periods of construction, operation, maintenance, repair or removal. All construction debris shall be cleaned up and removed from Grantee's lands upon completion of installation and construction of the Pipeline.

12. Grantee shall use the Easements solely for the purposes specified in this Agreement. There shall be no hunting or fishing on the Easements or any of Grantee's lands by Grantee, its officers, agents, employees, contractors, invitees, guests or representatives at any time. No firearms or fishing equipment shall be taken on the Easements by Grantee, its officers, agents, employees, contractors, invitees, guests or representatives at any time.

13. Pipeline markers and cathodic protection test stations, if necessary for the operation of the Pipeline, as determined by Grantee in its sole discretion, may be, when possible, placed by Grantee at the junction of the Permanent Easement and fence lines, property lines, pipeline crossings, over or creek crossings, road crossings and at any other location required by applicable law, regulation or rule on Grantee's property, otherwise Grantee can install same where it deems necessary to maintain the Pipeline.

14. This Agreement may be executed in several counterparts, each of which shall be an original of this Agreement but all of which, taken together, shall constitute one and the same Agreement and be binding upon the parties who executed any counterpart, regardless of whether it is executed by all parties named herein.

15. Grantee shall have the right to assign this grant in whole or in part, in which event Grantee acknowledges and agrees that the assignee shall succeed to the rights and obligations of Grantee to the extent conveyed in such assignment, and Grantee shall be relieved of obligations with respect to the assigned interest which accrue after the date of assignment.

16. This Agreement constitutes the entire agreement and supersedes any and all prior oral understandings and/or agreements, if any, concerning the subject of this Agreement. Grantee confirms and agrees that Grantee has been made no promise or agreement by Grantee or any agent of Grantee (which is not expressed or referenced specifically within the Agreement) in executing this Agreement, that Grantee is not relying upon any statement or representation of Grantee or any agent of Grantee and that Grantee's execution of this Agreement is free and voluntary; this Agreement may not be modified or amended except on or after the date hereof by a writing signed by the party against whom said modification or amendment is to be enforced and no party shall be liable or bound to any other party in any manner except as specifically set forth herein.

17. At Grantee's sole discretion, it may replace Exhibits "A" and "B" with a more definitive description and drawing, respectively, of the Easements and record the same in the County Clerk's Office. The Grantee agrees to fully cooperate and execute any additional documents necessary to facilitate this process. If the Grantee requires additional work space and/or assessment or the final survey of the Easements increases the size of the Easements, then an additional payment shall be made



to the Grantor on a pro-rata basis. If the final survey does not increase the size of the Easements or include additional work space/easements, then Grantor shall retain all funds paid to it by Grantee with no refund required.

18. Grantor hereby identifies the following as people or entities having a lease, sublease, or other possessory interest in Grantor's property:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(if this paragraph is left blank, then Grantor represents there are no such persons or entities).

TO HAVE AND TO HOLD the rights, privileges and authority hereby granted unto the Grantee, its successors and assigns, forever, and Grantor does hereby agree to warrant and defend said Easements unto Grantee, its successors and assigns. 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.

EXECUTED this 19<sup>th</sup> day of October 2015.

GRANTOR:

By: Elton F. Zulauf  
Elton F. Zulauf by Rhonda L. Potts as attorney-in-fact

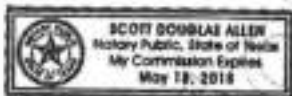
By: Alvera M. Zulauf  
Alvera M. Zulauf by Rhonda L. Potts as attorney-in-fact

ACKNOWLEDGEMENT

STATE OF TEXAS §  
COUNTY OF Williamson §

This instrument was acknowledged before me on the 19<sup>th</sup> day of October 2015, by Rhonda L. Potts as attorney-in-fact on behalf of Elton F. Zulauf.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19<sup>th</sup> day of October 2015.



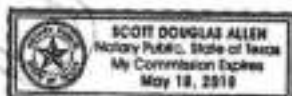
Scott Douglas Allen  
Notary Public in and for the State of Texas  
Scott Douglas Allen  
(Print Name of Notary Public Here)

ACKNOWLEDGEMENT

STATE OF TEXAS §  
COUNTY OF Williamson §

This instrument was acknowledged before me on the 19<sup>th</sup> day of October 2015, by Rhonda L. Potts as attorney-in-fact on behalf of Alvera M. Zulauf.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19<sup>th</sup> day of October 2015.



Scott Douglas Allen  
Notary Public in and for the State of Texas  
Scott Douglas Allen  
(Print Name of Notary Public Here)

PLEASE RETURN RECORDED ORIGINAL TO:  
Enterprise Crude Pipeline LLC  
Attn: Land Dept.  
P.O. Box 4524  
Houston, Texas 77210-4524

**EXHIBIT "A"**

**DESCRIPTION FOR A PERMANENT EASEMENT  
ELTON F. ZULAUF, AND WIFE, ALVERA M. ZULAUF**

**A CENTERLINE DESCRIPTION FOR A FIFTY FOOT (50') WIDE PERMANENT EASEMENT, LOCATED IN THE RUTERSVILLE COLLEGE SURVEY, ABSTRACT NO. 528, WILLIAMSON COUNTY, TEXAS, AND BEING WITHIN A CALLED 63.145 ACRE TRACT CONVEYED TO ELTON F. ZULAUF, AND WIFE, ALVERA M. ZULAUF AND DESCRIBED IN VOLUME 813, PAGE 938, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING** at a calculated point on the north line of said 63.145 acre tract, same being the south right-of-way line of FM 1466 (80' wide right-of-way) for the **POINT OF BEGINNING**, from which a 1/2-inch iron rod found at the northwest corner of said 63.145 acre tract bears, South 69°29'23" West, a distance of 25.00 feet.

**THENCE** South 20°47'14" East, across said 63.145 acre tract, a distance of 1,309.11 feet to a calculated point on the south line of said 63.145 acre tract for the **POINT OF TERMINATION**, from which a concrete monument found in the west line of said 63.145 acre tract at an angle break bears, South 69°26'21" West, a distance of 25.00 feet and North 20°47'14" West, a distance of 13.23 feet.

**TEMPORARY WORK SPACE**

Being an additional fifty foot (50) wide strip of land to be used during the construction of the pipeline. The 50 foot wide strip of land will be on the east side, parallel to and coincident with the above described 50 foot wide permanent easement. Said 50 foot wide strip of land shall extend the entire length of the 50 foot wide permanent easement, in addition, adjacent to and across any and all highways, roads, streets, railroads, canals, ditches, streams or other waterways and pipelines and where the bearing of the easement changes, grantee shall have the right to use additional temporary work space as shown on Exhibit "B" for the construction of the pipeline and appurtenant facilities.

**Notes:**

- 1) All bearings are grid bearings and are based on UTM Coordinate System, Zone 14 North, NAD83(2007). All distances are represented in grid values, measured in U.S. Survey Feet, and are based on said Horizontal Datum.
- 2) Record information shown herein is based upon a public records search performed by Summit Resources, LLC.
- 3) For additional information, see attached plat of easement (Exhibit "B") made in conjunction with and considered an integral part of this description.

Surveying And Mapping, LLC (SAM)  
7101 Envy Court  
Dallas, Texas 75247  
Texas Firm Registration No. 10064300

 1/11/16

Curtis Lee Anderson  
Registered Professional Land Surveyor  
No. 6103, State of Texas







SUMMIT RESOURCES  
1500 W. UNIVERSITY AVENUE  
SUITE 303  
GEORGETOWN, TEXAS 78628

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS 2016006070



*Nancy E. Risher*

Nancy E. Risher, County Clerk  
Williamson County, Texas  
January 22, 2018 03:47 PM  
FEE: \$27.00 TRIM

Unofficial Document



## Information About Brokerage Services

Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

### TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

### A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

### A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

**AS AGENT FOR OWNER (SELLER/LANDLORD):** The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

**AS AGENT FOR BUYER/TENANT:** The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

**AS AGENT FOR BOTH - INTERMEDIARY:** To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
  - that the owner will accept a price less than the written asking price;
  - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
  - any coincidental information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

**AS SUBAGENT:** A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

### TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

**LICENSE HOLDER CONTACT INFORMATION:** This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

TexAg Real Estate Services, Inc.	368153	info@texag.com	(512)930-5258
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
Larry Don Kokel	216754		
Designated Broker of Firm	License No.	Email	Phone
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
RON LEPS	483848	RON@TEXAG.COM	(512)869-6766
Sales Agent/Associate's Name	License No.	Email	Phone

Buyer/Tenant/Seller/Landlord Initials

Date

Regulated by the Texas Real Estate Commission

Information available at [www.trec.texas.gov](http://www.trec.texas.gov)