

PIPELINE RIGHT-OF-WAY AGREEMENT

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SHELBY

WHEREAS, that **Prentes Jack Duncan**, (Grantor), 22 Robinhood Lane, Bridgeport, Texas 76426, of Wise County, Texas, for and in consideration of the sum of Ten Dollars and No/100 (\$10.00) and other valuable consideration received, does hereby grant, assign, and convey to **AMERICO GAS PIPELINE, L.L.P.**, (Grantee), 5535 Yale Blvd., Suite 201, Dallas, TX 75206, its successors and assigns, a Right of Way, Easement and the privilege to lay, repair, maintain, operate and remove a pipeline and other appurtenances for the transportation of oil or gas and the products thereof, water and any other fluids or substances, together with the right to install valves, fittings, meters, and similar appurtenances as may be necessary or convenient to the operation of any line, over, across and through Grantor's land situated in Shelby County, Texas and described as follows:

40.0 acres of land, more or less, out of the John Hailey Survey, A-291 described in that certain Warranty Deed dated May 1, 1997, from Rena Duncan to Prentes Jack Duncan, recorded in Volume 819, Page 254 of the Deed Records of Shelby County.

Being approximately 1,700.0 ft. beginning at the easternmost property boundary line of the above mentioned tract and running in a westerly direction to the northwesterly boundary line of the above mentioned tract and as agreed upon between Grantor and Grantee.

The width of said Right of Way shall be 40 feet during construction and 30 feet after construction. The pipeline shall be buried a minimum depth of thirty-six inches below the surface of the earth. Grantor grants, assigns, and conveys to Grantee the right of ingress and egress over and across the lands to enable them to accomplish the purposes described in this instrument.

The consideration paid by Grantee includes full and final payment for the said Right of Way and all damages. Grantee agrees to pay for actual damages to growing crops, fences or other improvements of Grantor resulting from reconstruction, or repair of such pipeline after its initial construction.

Grantee agrees to push all trees and brush into piles upon completion of said Right of Way construction.

Grantee further agrees to construct the Right of Way as near as possible to the southern boundary line of the above mentioned tract.

It is both agreed and understood that the intention of this agreement is for only one (1) pipeline to be laid across above described tract.

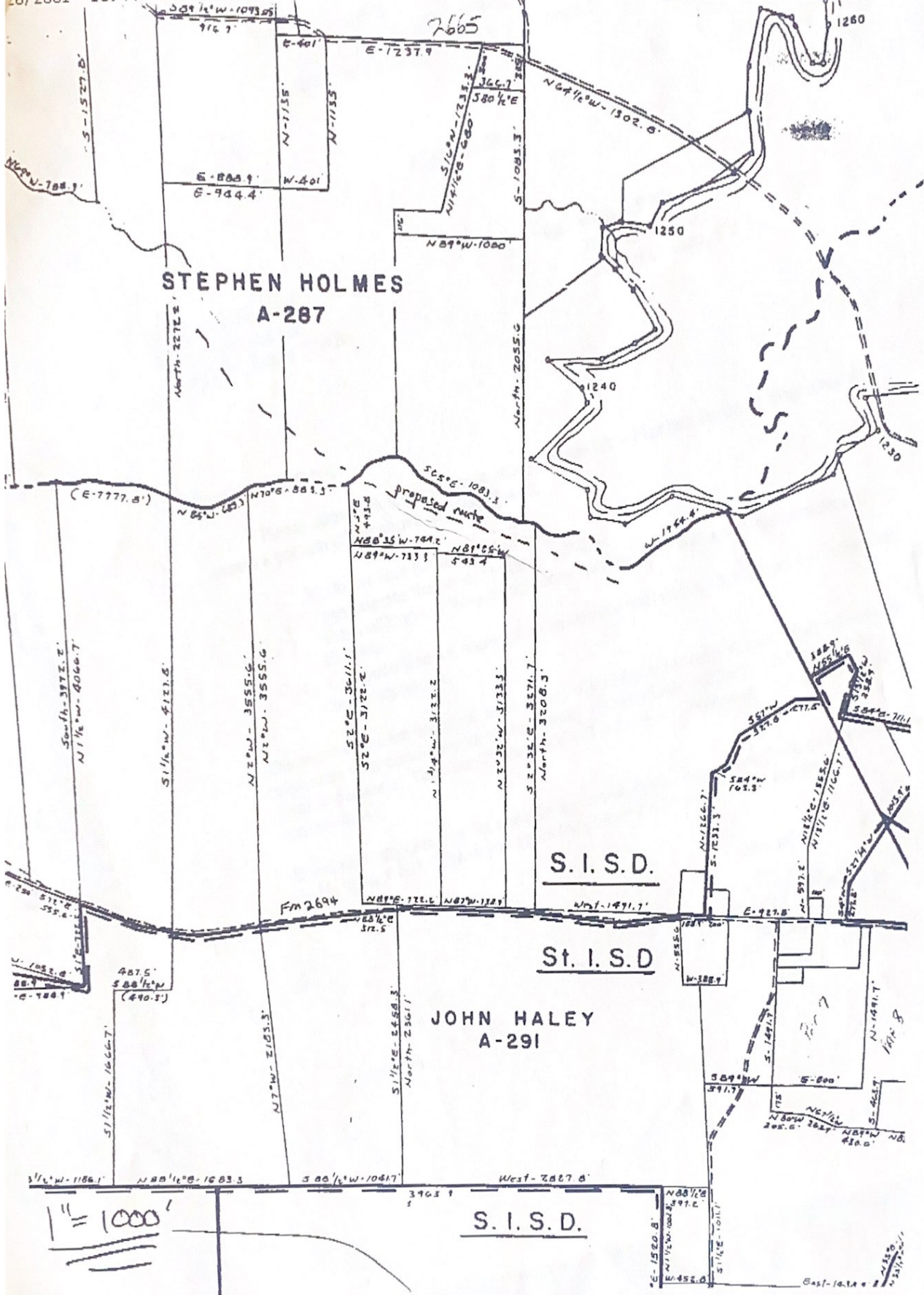
Grantee shall own and be entitled to make full use of this Easement for so long as the same is used in accordance with the terms of this instrument.

This Right of Way, Easement and privileges granted to Grantee are divisible and are assignable or transferable, in whole or in part.

EXECUTED this _____ day of _____, 2001.

GRANTOR:

Prentes Jack Duncan
By Agent and Attorney-in-Fact
Myrle Duncan
SS#



STEPHEN HOLMES
A-287

S. I. S. D.

St. I. S. D.

JOHN HALEY
A-291

S. I. S. D.

1" = 1000'