

RESTRICTIVE COVENANTS AND  
PARTIAL RELEASE OF EASEMENT

STATE OF TEXAS           §  
                              §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF ROCKWALL   §

WHEREAS, under date of May 28, 1926, W.G. Scott et ux executed in favor of Lone Star Gas Company, that certain Right of Way and Easement Agreement covering 40 acres of land, more or less, out of the S.S. McCurry Survey, Abstract No. 146 and the M.B. Jones Survey, Abstract No. 122, Rockwall County, Texas, recorded in Volume 25, Page 623, Deed Records, said County and State; reference to which recorded instrument is hereby had and made for any and all purposes in connection herewith; and

WHEREAS, the corporate name of Lone Star Gas Company has been changed to ENSERCH Corporation (located at 301 South Harwood Street, Dallas, Texas 75201), a Texas corporation; and

WHEREAS, Lone Star Pipeline Company, a division of ENSERCH Corporation, operates the pipeline and easement described herein; and

WHEREAS, ENSERCH Corporation has been requested to release the above mentioned Right of Way and Easement Agreement, insofar and only insofar as same might cover and include all of that certain tract of land known as Caruth Lakes Addition, Phase 4, more fully described on attached Exhibit "A"; incorporated herein for all purposes, SAVE AND EXCEPT a strip of land fifty feet (50') in width, together with the right of ingress to and egress from said 50 foot strip of land, as hereinafter set out;

WHEREAS, ENSERCH Corporation, is willing to release that portion of the foregoing easement that it deems unnecessary for its purposes, but in order to protect the narrower easement, as herein defined, ENSERCH Corporation requires that covenants be adopted which restrict the uses that may be made of the easement area to uses which are compatible with the reasonably anticipated needs of ENSERCH Corporation; and,

WHEREAS, the landowner is agreeable to the terms and conditions under which ENSERCH Corporation is willing to execute a partial release of the foregoing easement, and joins in execution of the restrictive covenants herein set out.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, cash in hand paid by Lumbermen's Investment Corporation, located at 5495 Beltline Rd., Suite 225, Dallas, TX 75240, ENSERCH Corporation does hereby release, relinquish and surrender from under the terms of the Right of Way and Easement Agreement the herein described tract of land, SAVE AND EXCEPT:

1. A strip of land 50 feet in width, upon which is located a 12-inch pipeline owned by ENSERCH Corporation, known as Line O; the said 50 foot strip being described by metes and bounds and as shown on the Plat attached hereto as Exhibit "A", and incorporated herein by reference for all purposes.
2. The right of ingress to and egress from said 50 foot strip of land, which will be restricted to adjacent streets and other public rights-of-way as available, for the purposes granted therein.

It is expressly understood and agreed that this partial release is limited to the premises specifically released herein, but as to the remainder of the land and premises covered by the said Right of Way and Easement Agreement and the land and rights reserved herein, same shall remain in full force and effect, in the same manner as though this partial release had not been executed.

For and in consideration of the premises hereinabove stated, the parties hereto agree and stipulate that the easement area herein reserved, shall be free and unobstructed, and is and shall be subject to the following restrictive covenants, which shall run with the land so long as the easement exists; except to the extent otherwise shown on that certain plat of Caruth Lake, Phase 4, as recorded in Cabinet D, Pages 3 & 4, Plat Records, Rockwall County, Texas:

No tree, shrub, structure or obstruction, including utilities, shall be placed, planted or built in the easement except fences of wood or wire construction, without the prior written consent of ENSERCH Corporation.

No fence shall be built on, over or along the pipeline or parallel to the pipeline within fifteen feet (15') thereof. Any parallel fence constructed hereunder shall be located on one side of the pipeline only. Fences may cross the pipeline at approximately 90° angles.

No utilities or driveways shall cross the pipeline without the written consent of ENSERCH Corporation and any such crossing shall meet Lone Star Pipeline Company construction standards.

No road shall be built on, over or along the pipeline except to cross the pipeline at approximate 90° angles, and none of the easement shall be dedicated as a public utility easement, road or alley, other than that portion of the easement crossed at an approximate 90° angle and any such crossing shall meet Lone Star Pipeline Company construction standards.

No dirt shall be removed from the surface of the easement, no water impounded over the pipeline, and the grade of the surface shall not be changed on the easement.

No septic tanks, or drain or lateral lines from such a tank shall be installed within the easement.

ENSERCH Corporation, its successors and assigns shall have the right to prevent construction or placement of any obstruction, including trees and shrubbery, within the easement, and to remove or require to be removed any structure or obstruction placed or constructed within the easement without the written consent of ENSERCH.

Landowner shall not subdivide the property using the pipeline as the dividing line and any such dividing line along the pipeline shall be at least fifteen feet(15') from such pipeline. Any subdivision lines crossing the pipeline shall cross at not less than a 60° angle.

Landowner shall not dig, excavate or drill within the easement without first notifying Lone Star Pipeline Company to permit the location and protection of the pipeline by Company personnel.

ENSERCH Corporation by the foregoing restrictive covenants shall not be understood to have dedicated or subordinated its easement to public right of way where its pipeline might be crossed by public road or alley in the future.

Landowner agrees to include the foregoing restrictive covenants in any subdivision dedication in the event any portion of the redefined easement is included within a platted subdivision in

the future, and to furnish a certified copy to ENSERCH Corporation.

WITNESS THE EXECUTION HEREOF this the 9th day of July, A.D., 1997.

ENSERCH Corporation

By: [Signature]  
Eric Lentz  
Attorney-in-Fact

LANDOWNER: Lumberman's Investment Corporation

By: [Signature]  
Robert Young  
Vice President

STATE OF TEXAS           §  
                                  §  
COUNTY OF DALLAS    §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Eric Lentz, Attorney-in-Fact for ENSERCH Corporation, a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 9th day of July A.D., 1997.



[Signature]  
Notary Public in and for  
the State of Texas

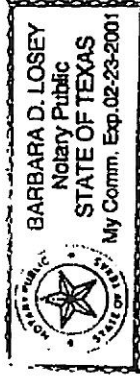
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STATE OF TEXAS §  
COUNTY OF Dallas §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Robert Young, Vice President of Lumberman's Investment Corporation, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 20<sup>th</sup> day of July, A. D., 1997.



Barbara D. Losey  
Notary Public in and for  
the State of Texas  
My Commission Expires: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Return to:  
ENSERCH Corporation  
c/o Lone Star Pipeline Company  
Right of Way Dept. - 6 North  
301 South Harwood Street Sharon Johnson  
Dallas, Texas 75201

# EXHIBIT A

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## FIELD NOTE DESCRIPTION 50' LONE STAR GAS EASEMENT

### STATE OF TEXAS COUNTY OF ROCKWALL

BEING a tract of land situated in the SS McCURRY SURVEY, Abstract No. 146, Rockwall County, Texas and being a portion of a tract of land owned by Lumbermen's Investment Corp. and described as "Tract 5" as recorded in Volume 1140, Page 323 of the Deed Records of Rockwall County, Texas (DRRCT), and also being a portion of a tract of land owned by Lumbermen's Investment Corp. and described as "Tract 1-B" as recorded in Volume 1140, Page 323 (DRRCT), the same also being a portion of CARUTH LAKE, PHASE 4 an addition to the City of Rockwall, Texas as recorded in Cabinet D, Pages 3-4 of the Plat Records of Rockwall County, Texas (PRRCT) and being more particularly described as follows:

BEGINNING a point for the most northwesterly corner of said CARUTH LAKE PHASE 4 the same being the most northwesterly corner of said Tract "1-B"

THENCE departing the northerly line of said CARUTH LAKE PHASE 4 North  $17^{\circ}16'22''$  East a distance of 50.00 feet to a point;

THENCE South  $72^{\circ}43'38''$  East a distance of 762.03 feet to a point in the approximate centerline of a Lone Star Gas Blanket Easement as recorded in Volume 25, Page 623 (DRRCT);

THENCE along the approximate centerline of said Lone Star Gas Blanket Easement South  $62^{\circ}45'51''$  West a distance of 71.33 feet to a point in the northerly line of said CARUTH LAKE, PHASE 4 said line also being the common lines of said Tract "5" and Tract "1-B";

THENCE along the northerly line of said CARUTH LAKE, PHASE 4 and the common lines of said Tract "5" and Tract "1-B" North  $72^{\circ}43'38''$  West a distance of 661.17 feet to a point;

THENCE departing the northerly line of said CARUTH LAKE, PHASE 4 the common lines of said Tract "5" and Tract "1-B" South  $17^{\circ}16'22''$  West a distance of 65.00 feet to a point;

THENCE North  $72^{\circ}43'38''$  West a distance of 7.48 feet to a point;

THENCE South  $15^{\circ}36'00''$  West a distance of 447.10 feet to a point for the beginning of a curve to the left having a radius of 660.10 feet, a chord distance of 170.37 feet and a chord bearing South  $08^{\circ}11'07''$  West;

THENCE along said curve to the left through a central angle of  $14^{\circ}49'47''$  an arc length of 170.85 feet to a point;

THENCE South  $88^{\circ}36'00''$  West a distance of 50.03 feet to a point in the westerly line of said CARUTH LAKE PHASE 4 and Tract "1-B" said point being the beginning of a non-tangent curve to the right having a radius of 710.10 feet, a chord distance of 185.16 feet and a chord bearing North  $08^{\circ}06'32''$  East;

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# EXHIBIT A

THENCE along the westerly line of said CARLUTH LAKE PHASE 4 and Tract "1-B" as follows:

Along said curve to the right through a central angle of  $14^{\circ}58'57''$  an arc length of 185.69 feet to a point;

North  $15^{\circ}36'00''$  East a distance of 448.56 feet to a point;

South  $72^{\circ}43'38''$  East a distance of 7.50 feet to a point;

North  $17^{\circ}16'22''$  East a distance of 65.00 feet to the POINT OF BEGINNING;

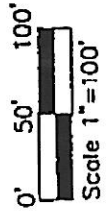
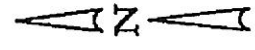
CONTAINING within these metes and bounds 1.639 acres or 71,385 square feet of land more or less.

PROJECT 146333.01

DATE: 6-10-97



EXHIBIT A



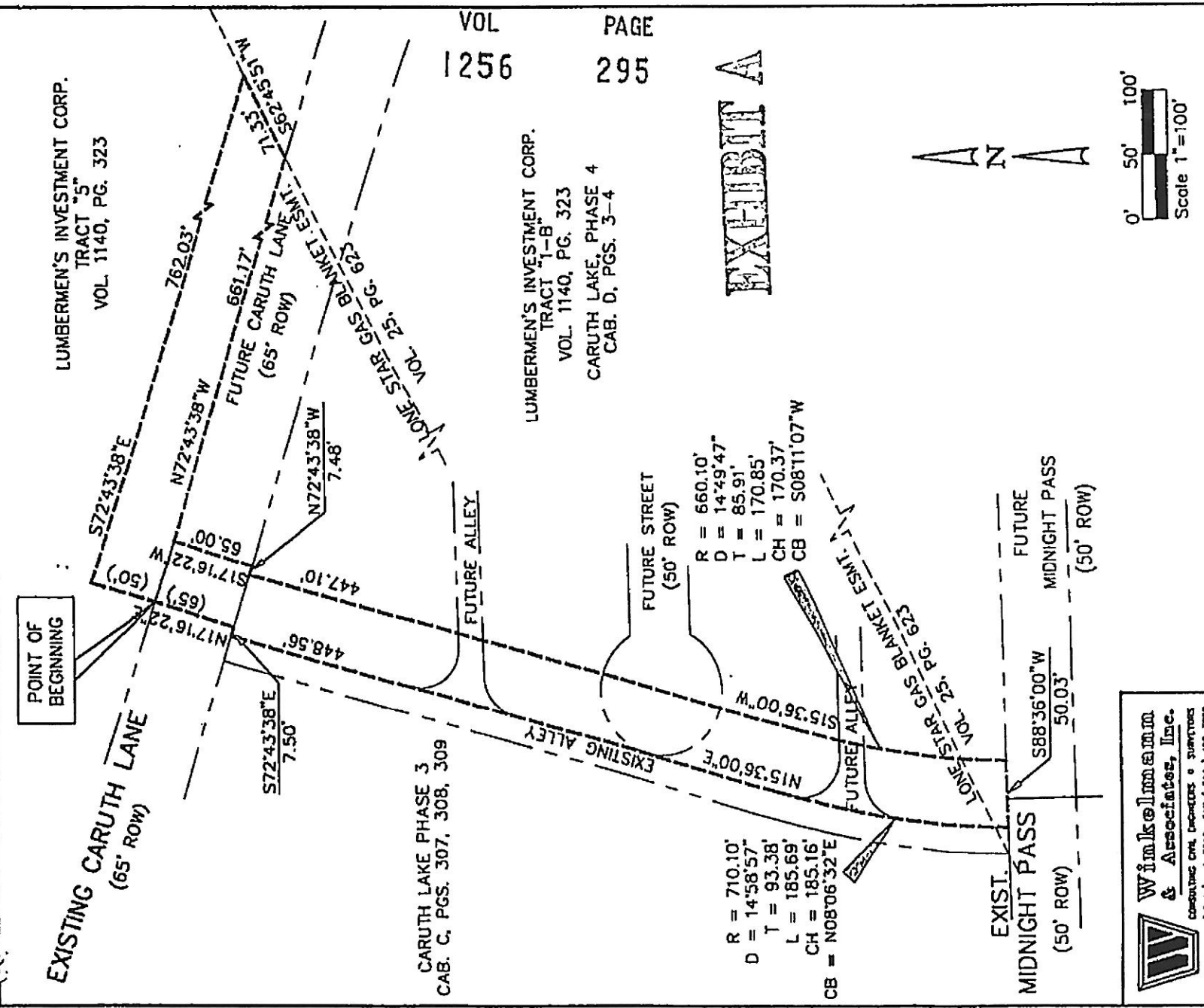
Scale : 1"=100'	Date : 6-10-97
Design : F.E.M.	
Drawn : M.K.	
Cwg. File : LSGESW1.DWG	
Project No. : 1463301	

**WilkeWilliam & Associates, Inc.**  
 CONSULTING CIVIL ENGINEERS & SURVEYORS  
 ( 214 ) 490-7000 FAX ( 214 ) 490-7089

LUMBERMEN'S INVESTMENT CORP.  
 5495 BELTLINE ROAD #225  
 DALLAS, TEXAS 75240

50' LONE STAR GAS EASEMENT  
 EXHIBIT  
 1.639 ACRES  
 (71,385 SQ. FT.)

SHEET 1	OF 1
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LUMBERMEN'S INVESTMENT CORP.  
 TRACT "5"  
 VOL. 1140, PG. 323

CARUTH LAKE PHASE 3  
 CAB. C. PGS. 307, 308, 309

LUMBERMEN'S INVESTMENT CORP.  
 TRACT "1-B"  
 VOL. 1140, PG. 323  
 CARUTH LAKE, PHASE 4  
 CAB. D, PGS. 3-4

R = 710.10'  
 D = 14'58'57"  
 T = 93.38'  
 L = 185.69'  
 CH = 185.16'  
 CB = N08°06'32"E

R = 660.10'  
 D = 14'49'47"  
 T = 85.91'  
 L = 170.85'  
 CH = 170.37'  
 CB = S08°11'07"W

FILED FOR RECORD 18th DAY OF July, A.D., 1997 at M.  
 RECORDED 21st DAY OF July, A.D., 1997.  
 PAULETTE BURKS COUNTY CLERK, ROCKWALL COUNTY, TEXAS.  
 BY: *Pauletta Burks*, DEPUTY