

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY 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.**

STATE OF TEXAS                               §  
  §                               Know All Men By These Presents  
COUNTY OF WEBB                           §

MEMORANDUM GIVING NOTICE OF PIPELINE EASEMENT AGREEMENT

Notice is hereby given that on *26th of September*, 2011, Webb County Commissioners Court, Trustee for Webb County School District, (hereinafter referred to as "Grantor"), whose address is 1000 Houston, c/o Judge Danny Valdez, Laredo, TX 78040 and Meritage Midstream Services, LLC ("Grantee") whose address is 1120 Washington Avenue, Suite 200, Golden, Colorado 80401, made and entered into a Non-Exclusive Term Pipeline Right-of-Way Agreement (the "Agreement") across a portion of Grantor's lands described as follows:

The right-of-way shall be twelve thousand five hundred thirty-one and four tenths (12,531.4) feet in length, thirty feet (30') in width (being fifteen feet (15') on one side of the centerline of the Pipeline and fifteen feet (15') on the opposite side of said centerline) and seven feet (7') in depth (and up to thirty feet (30') in depth in areas where the pipeline is bored). Provided further that during construction, repair, alteration or replacement of the Pipeline, Grantee shall have an additional forty-five foot (45') temporary right-of-way adjacent to the thirty-foot (30') right-of-way, which temporary right-of-way shall terminate upon completion of construction, repair, or altering operations.

The location, terms and provisions of the Agreement are more particularly described therein, and copies of the Agreement are in the possession of both Grantor and Grantee. Any person having a legitimate need to inquire about or review the Agreement may contact any party to request access to review the Agreement. This memorandum is executed for the sole purpose of giving record notice of the Agreement in lieu of recording the same in its entirety.

In the event of any conflict or any inconsistency between the terms and provisions of the Agreement, on the one hand, and the terms and provisions of this Memorandum, on the other hand, the terms and provisions of the Agreement shall control. Nothing contained in this Memorandum shall alter, modify or amend the provisions of the Agreement, which remains in full force and effect according to all of the terms and provisions thereof.

Volume 3152 Page 417

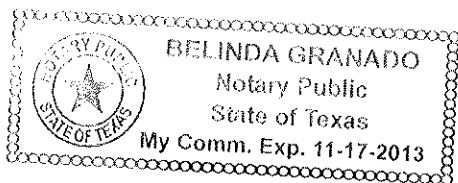
Grantor:

*Danny Valdez*  
Danny Valdez  
Title: Webb County Judge

THE STATE OF TEXAS §

COUNTY OF *Webb* §

This instrument was acknowledged before me on *9-27-11* by  
Danny Valdez.



*Belinda Granado*  
Notary Public  
State of Texas

Grantee:

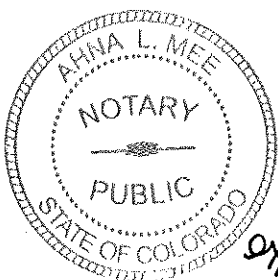
MERITAGE MIDSTREAM SERVICES, LLC

By: *Steven B. Huckaby*  
Name: Steven B. Huckaby  
Title: President

THE STATE OF COLORADO §

COUNTY OF JEFFERSON §

This instrument was acknowledged before me on this *21* day of  
*September*, 2011, by Steven B. Huckaby, as President of Meritage Midstream  
Services, LLC, a Delaware Limited Liability Company on behalf of said company.



*DNH 3/15/2015*

*Ahna L. Mee*  
Notary Public in and for  
The State of Colorado

WEBB COUNTY, TEXAS

EXHIBIT "A"

September 14, 2011  
Sheet 2 of 2

DESCRIPTION: PERMANENT EASEMENT

A permanent easement being thirty (30) feet in width, fifteen (15) feet right of and fifteen (15) feet left of a surveyed baseline as shown on Sheet 1 of 2 of this Exhibit "A", being situated in the Webb County School Land Survey No. 1383, Abstract No. 503, Webb County, Texas, out of a 4,428 acre tract of land, described in grant to, Webb County School Land League No. 1, recorded in Book 5, Page 384-385, Official Records of Webb County, Texas (O.R.W.C.T.), said 30 foot wide permanent easement being more particularly described along a surveyed baseline, by centerline description as follows:

BEGINNING (P.O.B.) in the East line of said School Land, South 00°15'07" East, a distance of 5,771.9 feet, from whence an iron rod found, for the interior corner of said 4,428 acre tract, and being the Southwest corner of a 1,780.5 acre tract, described in Volume 1389, Page 750, Deed Records of Webb County, Texas (D.R.W.C.T.);

THENCE, in a Southwesterly direction, crossing said School Land tract, the following calls:

South 44°43'31" West, a distance of 62.7 feet, South 00°19'32" East, a distance of 5,831.5 feet, South 28°46'31" West, a distance of 6,502.1 feet, THENCE South 00°28'47" East, a distance of 135.1 feet, to a point on the South line of said 4,428 acre tract and North line of 1,100.344 acre tract as described in Volume 178508, Page 179 of the Deed Records of Webb County, Texas (D.R.W.C.T.) and END OF THIS DESCRIPTION, from whence a fence post found for the occupied Southeast corner of said Webb County School Land bears: South 89°35'52" East, a distance of 5,237.8 feet.

The above surveyed baseline traverses the 4,428 acre tract for a total distance of 12,531.4 feet, containing 8.63 acres of land in said permanent easement.

Bearings, distances and coordinates cited in this description are grid, based on the Texas State Plane Coordinate System, South Zone, US Survey Feet, North American Datum 83 (NAD 83).

DESCRIPTION: TEMPORARY WORK SPACE:

A Temporary Work Space being forty (40) feet in width, located West of and adjoining the West line of the previously described PERMANENT EASEMENT out of said Tate tract as shown on sheet 1 of 2 of this Exhibit "A", containing a total of 8.63 acres of land in said permanent easement.

Plat of even date accompanies this centerline description.



Patrick A. Fox R.P.L.S. # 5069

**MERITAGE**  
MIDSTREAM SERVICES

**PRELIMINARY**

**STOKES LATERAL**  
**WEBB COUNTY SCHOOL LAND SURVEY, A-509**  
**WEBB COUNTY, TEXAS**

**EASEMENT PLAT**

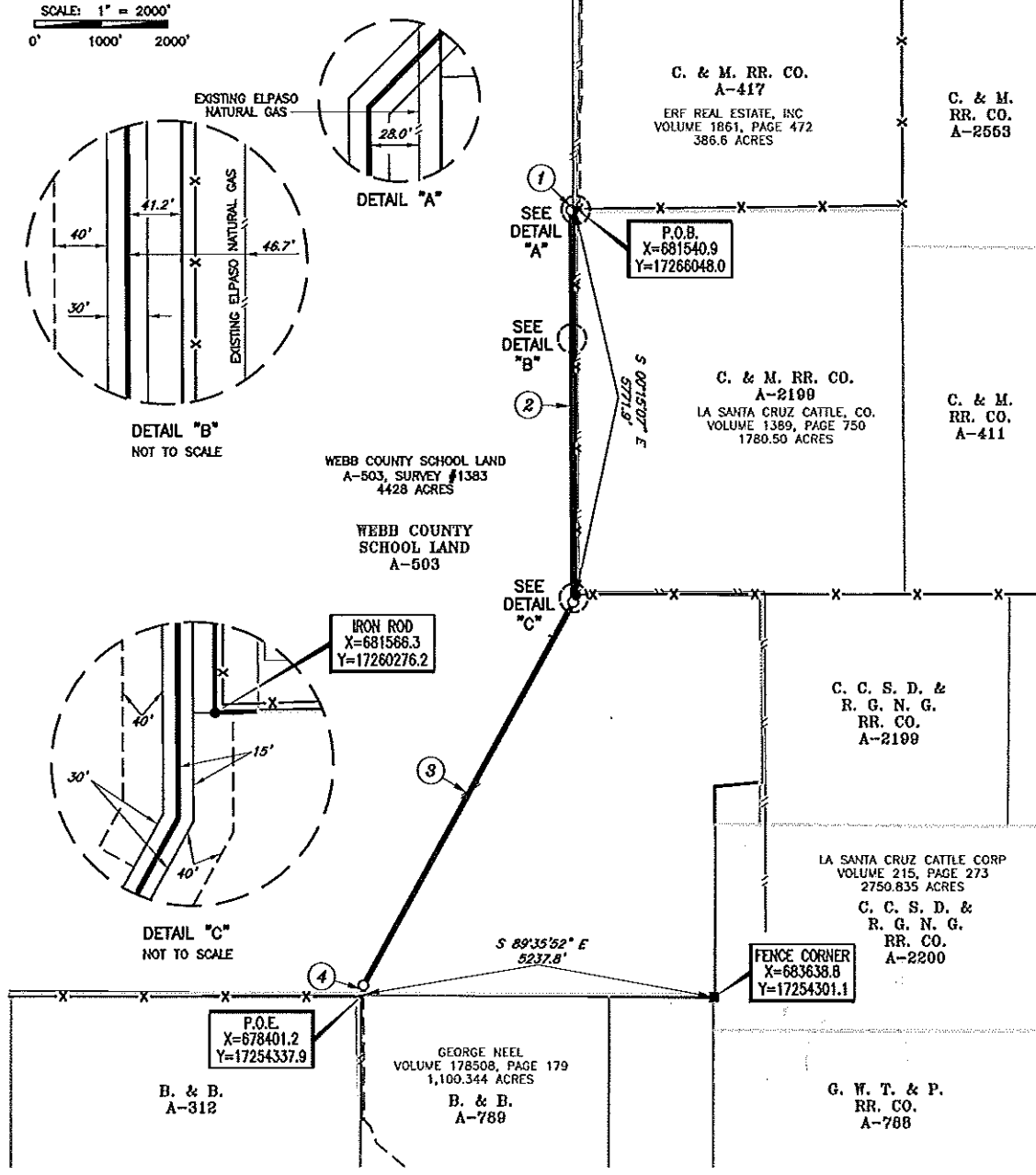
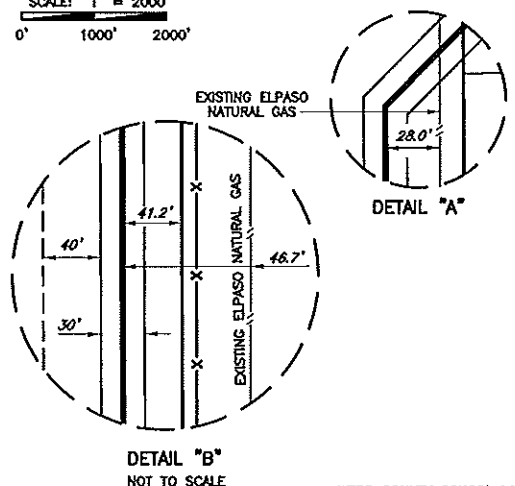
TOTAL LENGTH: 12531.4 FEET OR 759.48 RODS  
TOTAL EASEMENT: 8.63 ACRES  
TEMPORARY WORKSPACE: 11.70 ACRES

**LEGEND**

- SURVEY/SECTION LINE
- SURVEYED BASELINE
- CONTINUED PIPELINE
- TRACT BORDER
- EDGE OF EASEMENT
- TEMPORARY WORKSPACE
- ROAD WAY
- X- FENCE LINE
- X- EXISTING PIPELINE
- POINT OF INTERSECTION
- IRON ROD FOUND
- FENCE POST/CORNER

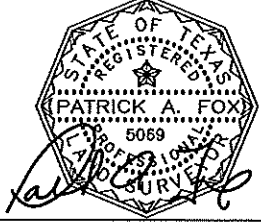


SCALE: 1" = 2000'  
0' 1000' 2000'



ALL BEARINGS, DISTANCES, AND COORDINATE VALUES CONTAINED HEREON ARE GR-D BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE OF THE NORTH AMERICAN DATUM 1983, U.S. SURVEY FEET

**TOPOGRAPHIC**  
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TELEPHONE: (817) 744-7512 • FAX (817) 744-7548  
WWW.TOPOGRAPHIC.COM  
ORIGINAL DOCUMENT SIZE: 8.5" x 14"



PATRICK A. FOX, R.P.L.S. NO. 5069  
SEPTEMBER 1, 2011

STOKES LATERAL	REVISION:

NOTES:  
B.O.L. = BEGINNING OF LINE  
P.O.B. = POINT OF BEGINNING  
E.O.L. = END OF LINE  
P.O.E. = POINT OF EXIT  
C.M. = CONTROL MONUMENT

CERTIFICATION IS MADE TO THE LOCATION OF THIS EASEMENT USING DOCUMENTATION AND FIELD EVIDENCE AVAILABLE TO THIS SURVEYOR AT THE TIME OF THE SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND SHOWN HEREON. THIS PLAT DOES NOT IN ANY WAY REPRESENT A "BOUNDARY SURVEY" AND DOES NOT COMPLY WITH TEXAS BOARD OF PROFESSIONAL LAND SURVEYING MINIMUM STANDARDS OF PROCEDURES FOR A BOUNDARY SURVEY. THIS CERTIFICATION IS MADE AND LIMITED TO THOSE PERSONS OR ENTITIES SIGN ON THE FACE OF THIS SURVEY AND IS NON-TRANSFERABLE.